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## APPENDIX 3

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## APPENDIX 3

### INDEX

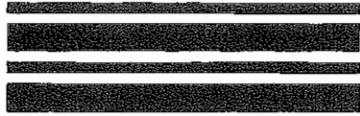
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Clone



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 96-03-08

Obtained By: Fiegenwald

Exhibit No.: 95-27

Item No.: 16

Location: Pelosi

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank statement for account  
235.972.037

\_\_\_\_\_

\_\_\_\_\_

25



**VERWALTUNGS- UND PRIVAT-BANK AG**  
 PRIVATE TRUST BANK CORPORATION  
 FL-9490 VADUZ, LIECHTENSTEIN

**TAGESAUSZUG/DAILY STATEMENT**

Konto / Account No. <b>235.972.037</b>	Kontobezeichnung / Type of Account <b>KONTOKORRENT</b>	Datum / Date <b>30.09.88</b>
---	---	---------------------------------

Kontoinhaber / Holder of Account <b>I.A.L. INTERNATIONAL AIRCRAFT LEASING LIMITED</b> <b>9490 VADUZ</b>	Seite / Page <b>1</b>
---	--------------------------

Text / Description	Wert / Value	Soll / Debit <b>US\$</b>	Haben / Credit <b>US\$</b>															
<b>UEBERWEISG BANQUE FRANCAISE</b>	<b>03.10.88</b>		<b>100'000.00</b>															
<table border="1"> <tr> <td>1</td> <td>2</td> <td>3</td> <td>4</td> <td>5</td> </tr> <tr> <td colspan="5"><b>F - 50TT 1988</b></td> </tr> <tr> <td colspan="5"><b>EVASU</b></td> </tr> </table>	1	2	3	4	5	<b>F - 50TT 1988</b>					<b>EVASU</b>							
1	2	3	4	5														
<b>F - 50TT 1988</b>																		
<b>EVASU</b>																		
1 = Frankoposten / Free of charges		Saldo zu Ihren Lasten Balance in our favour	Saldo zu Ihren Gunsten Balance in your favour <b>100'000.00</b>															

TELEFON: 075 / 566 55 · TELEX NR.: 889200, 889300 (BÖRSE) · TELEFAX 075 / 266 97 · PC-KONTO: 90-8291-5 · SWIFT VPBV LI 22

SE&O.



5

**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**

BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION  
 FL-9490 VADUZ, LIECHTENSTEIN · TELEFON 075 / 566 55 · TELEX 889 300 · TELEFAX 075 / 266 97 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPBV LI 22

<b>GUTSCHRIFTSANZEIGE</b>				
9490 VADUZ	30.09.1988	REF.: 86/888	KONTO: ACCOUNT: KONTOKORRENT	235.972.037

**I.A.L. INTERNATIONAL AIRCRAFT LEASING LIMITED**  
**9490 VADUZ**

Text / Description	BETRAG / AMOUNT	WERT / VALUE															
<b>UEBERWEISUNG DER BANQUE FRANCAISE DU COMMERCE EXTERIEUR, PARIS/FRANCE.</b>																	
<table border="1"> <tr> <td>1</td> <td>2</td> <td>3</td> <td>4</td> <td>5</td> </tr> <tr> <td colspan="5"><b>F - 50TT 1988</b></td> </tr> <tr> <td colspan="5"><b>EVASU</b></td> </tr> </table>	1	2	3	4	5	<b>F - 50TT 1988</b>					<b>EVASU</b>					100'000.00	03.10.88
1	2	3	4	5													
<b>F - 50TT 1988</b>																	
<b>EVASU</b>																	

HOCHACHTUNGSVOLL / VERY TRULY YOURS

VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

Elone



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 96-03-08  
Obtained By: Fiegenwald  
Exhibit No.: 95-27  
Item No.: 16  
Location: Pelosi

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank statement for account  
235.972.037



**VERWALTUNGS- UND PRIVAT-BANK AG**  
 PRIVATE TRUST BANK CORPORATION  
 FL-9490 VADUZ, LIECHTENSTEIN

**TAGESAUSZUG/DAILY STATEMENT**

Konto / Account No. <b>235.972.037</b>	Kontobezeichnung / Type of Account <b>KONTOKORRENT</b>	Datum / Date <b>05.10.88</b>
---	---	---------------------------------

Kontoinhaber / Holder of Account <b>I.A.L. INTERNATIONAL AIRCRAFT LEASING LIMITED</b>	Seite / Page <b>3</b>
<b>9490 VADUZ</b>	

Text / Description	Wert / Value	Soll / Debit	US\$	Haben / Credit	US\$															
<b>UEBERWEISG BANQUE FRANCAISE</b>	<b>05.10.88</b>			<b>5'000'000.00</b>																
<table border="1"> <tr> <td>1</td> <td>2</td> <td>3</td> <td>4</td> <td>5</td> </tr> <tr> <td colspan="5"><b>FR 100TT 1988</b></td> </tr> <tr> <td colspan="5"><b>EVASO</b></td> </tr> </table>		1	2	3	4	5	<b>FR 100TT 1988</b>					<b>EVASO</b>								
1	2	3	4	5																
<b>FR 100TT 1988</b>																				
<b>EVASO</b>																				
1 = Frankoposten / Free of charges		Saldo zu Ihren Lasten Balance in our favour		Saldo zu Ihren Gunsten Balance in your favour																
				<b>5'045'000.00</b>																

TELEFON: 075 / 566 55 · TELEX NR.: 889200, 889300 (BÖRSE) · TELEFAX 075 / 266 97 · PC-KONTO: 90-8291-5 · SWIFT VPBV LI 22

SE.&O.



**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**  
 BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION

FL-9490 VADUZ, LIECHTENSTEIN · TELEFON 075 / 5 66 55 · TELEX 889 300 · TELEFAX 075 / 2 66 97 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPBV LI 22

7

**GUTSCHRIFTSANZEIGE**

FL-9490 VADUZ    5.10.1988    REF.: JG/GSS    KONTO: ACCOUNT:    KONTOKORRENT    235.972.037

1	2	3	4	5
<b>FR 100TT 1988</b>				
<b>EVASO</b>				

**I.A.L. INTERNATIONAL  
AIRCRAFT LEASING LIMITED**  
  
**9490 VADUZ**

BETRAG/AMOUNT	WERT/VALUE
<b>US\$ 5'000'000.00</b>	<b>05.10.88</b>

UEBERWEISUNG DER BANQUE FRANCAISE DU COMMERCE INTERIEUR, PARIS / FRANCE.

HOCHACHTUNGSVOLL / VERY TRULY YOURS  
 VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT





# VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

BANQUE PRIVEE DE GERANCE SOCIETE ANONYME - PRIVATE TRUST BANK CORPORATION

9490 VADUZ, LIECHTENSTEIN · TELEFON (075) 56655 · TELEX 889200 · TELEFAX (075) 26697 · POSTSCHECKKONTO 80-8291-5 · SWIFT VPBV LI 22

9490 VADUZ

REF:

US\$

KONTOKORRENT

235.973.037

I.A.L. INTERNATIONAL  
AIRCRAFT LEASING LIMITED

9490 VADUZ

IR HABEN SIE WIE FOLGT BELASTET:  
I HAVE DEBITED YOU AS FOLLOWS:

EMPFÄNGER BENEFICIARY	BANK-POSTSCHECKKONTO BANK ACCOUNT	MITTEILUNGEN AN DEN EMPFÄNGER INFORMATION TO THE BENEFICIARY	BETRAG AMOUNT
Kensington Aircraft	235.971.024 US\$		US\$ 4'500'000.-

IRE WBSUNGEN VOM YOUR INSTRUCTIONS OR

5/10/33

VIS:

WERTWÄLLE	US\$ 4'500'000.-
-----------	------------------

HOCHACHTUNGSVOLL / VERY TRULY YOURS  
VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

ANZEIGEN BIS SFR. 50.000.- ODER GEGENWERT TRÄGEN NUR EINE RECHTSGÜLTIGE UNTERSCHRIFT  
ADVICES UP TO SFRCS. 50.000.- OR COUNTERWALLE BEAR ONLY ONE QUALIFIED SIGNATURE

*elane*



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 96-03-08  
Obtained By: Fiegenwald  
Exhibit No.: 95-27  
Item No.: 16  
Location: Pelossi

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank Statements for account  
235. 972. 010

2108

**Kopie für Ihre Akten/Copy for your files**

BITTE ÜBERWEISEN SIE ZU LASTEN KONTO  
 PLEASE REMIT TO THE DEBIT OF ACCOUNT

Verwaltungs- und Privat-Bank  
 Aktiengesellschaft  
 Private Trust Bank Corporation  
 9490 Vaduz

US\$ **KONTOKORRENT** 235.972.<sup>037</sup>  
**I.A.L. INTERNATIONAL**  
**AIRCRAFT LEASING LIMITED**  
 9490 VADUZ

EMPFÄNGER BENEFICIARY I.A.L. International	BANK-POSTCHECKKONTO BANK ACCOUNT 235.971.034	MITTELUNGEN AN DEN EMPFÄNGER INFORMATION TO THE BENEFICIARY	BETRAG AMOUNT US\$ 4'500'000.-
TOTAL			US\$ 4'500'000.-

DATUM/DATE 5/10/88

UNTERSCHRIFT  
 SIGNATURE



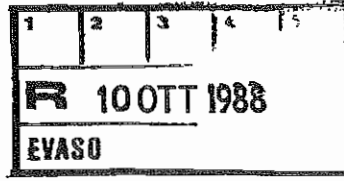
**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**

BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION  
 FL-9490 VADUZ, LIECHTENSTEIN · TELEFON 075/5 66 55 · TELEX 889 300 · TELEFAX 075/2 66 97 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPBV LI 22

**BELASTUNGSANZEIGE**

FL-9490 VADUZ 6.10.1988 REF: BG/BEE KONTO: KONTOKORRENT 235.972.037

IHRE WEISUNGEN  
 YOURS 05.10.88



**I.A.L. INTERNATIONAL**  
**AIRCRAFT LEASING LIMITED**  
 9490 VADUZ

UNSERE ÜBERWEISUNG GEMAESS BEILAGE	BETRAG/AMOUNT US\$ 4'500'000.00	WERT/VALUE 05.10.88
------------------------------------	------------------------------------	------------------------

HOCHACHTUNGSVOLL / VERY TRULY YOURS

*Elane*



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 96-03-08  
Obtained By: Fiegenwald  
Exhibit No.: 95-27  
Item No.: 16  
Location: Belosse

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank statements for account  
235. 972. 010



9

**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**

BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION

FL-9490 VADUZ, LIECHTENSTEIN · TELEFON 075 / 5 66 55 · TELEX 889 200 · TELEFAX 075 / 2 66 97 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPBV LI 22

FL-9490 VADUZ, 7. Oktober 1988 REF.: SKW/HK/wib KONTO ACCOUNT Korrent US\$ 235.972.037

IHRE WEISUNGEN VOM / YOUR INSTRUCTIONS OF: 7.10.88/BV

I.A.L. International  
Aircraft Leasing Limited

9490 Vaduz

WIR BELASTEN SIE MIT FOLGENDER RIMESSE:  
WE DEBIT YOU WITH THE FOLLOWING REMITTANCE:

NOMINAL / FACE VALUE	BEZEICHNUNG / DESCRIPTION	BETRAG / AMOUNT	WERT / VALUE
US\$ 12'500.--	Scheck Nr. 103992831 a/Citibank N.A., New York Order: Giorgio Pelossi		
US\$ 6.37	u/Spesen	US\$ 12'506.37	7.10.

GESANDT AN / SEND TO:

FMT S.A.  
Postfach 2912  
6901 Lugano

1	2	3	4	5	6	7	8	9	10
R 12 OTT 1988									
EVASO									

HOCHACHTUNGSVOLL / VERY TRULY YOURS

VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

Anzeigen bis sFr. 50 000.- oder Gegenwert tragen nur ein Visum  
Advices up to SFrcs. 50 000.- or countervalue bear only a visa

VIS.:

7500.10.87

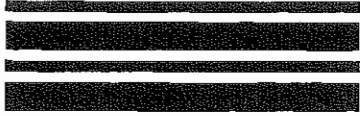
8 12'500

Pg - 018.679 STEIGER  
SBV, Bärch

Via Balestra 10  
BANCA SVIZZERA  
LUGANO  
*C. Weis*

Signature  
Signature  
Signature

Clone



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 96-03-08  
Obtained By: Fiegenwald  
Exhibit No.: 95-27  
Item No.: 16  
Location: Pelosi

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank Statement for account  
235.972.037

27



**VERWALTUNGS- UND PRIVAT-BANK AG**  
 PRIVATE TRUST BANK CORPORATION  
 FL-9490 VADUZ, LIECHTENSTEIN

Kontoinhaber / Holder of Account

Seite / Page 8

**I.A.L. INTERNATIONAL  
 AIRCRAFT LEASING LIMITED**

9490 VADUZ

**TAGESAUSZUG / DAILY STATEMENT**

Konto / Account No. <b>235.972.037</b>	Kontobezeichnung / Type of Account <b>KONTOKORRENT</b>	Datum / Date <b>17.10.88</b>
---	---	---------------------------------

Text / Description	Wert / Value	Soll / Debit US\$	Haben / Credit US\$
<b>UEBERWEISG BQUE. FRANCAISE</b>	18.10.88		88'000.00
<b>UEBERTRAG AT CALL US\$</b>	19.10.88	90'000.00	
1 = Frankoposten / Free of charges		Saldo zu Ihren Lasten Balance in our favour	Saldo zu Ihren Gunsten Balance in your favour
			493.63

TELEFON: 075 / 566 55 · TELEX NR.: 889200, 889300 (BÖRSE) · TELEFAX 075 / 266 97 · PC-KONTO: 90-8291-5 · SWIFT VPBV LI 22

SE&O



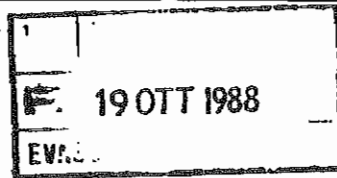
10

**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**

BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION  
 FL-9490 VADUZ, LIECHTENSTEIN · TELEFON 075 / 566 55 · TELEX 889 300 · TELEFAX 075 / 266 97 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPBV LI 22

**GUTSCHRIFTSANZEIGE**

FL-9490 VADUZ    17.10.1988    REF.: 38/MOR    KONTO: KONTOKORRENT    235.972.037

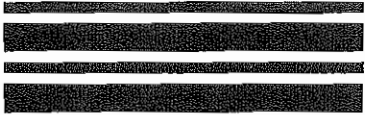


**I.A.L. INTERNATIONAL  
 AIRCRAFT LEASING LIMITED**  
 9490 VADUZ

	BETRAG / AMOUNT	WERT / VALUE
UEBERWEISUNG DER BANQUE FRANCAISE DU COMMERCE EXTERIEUR, PARIS	US\$ 88'000.00	18.10.88

HOCHACHTUNGSVOLL / VERY TRULY YOURS  
 VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

*Clare*



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 96-03-08  
Obtained By: Fiegenwald  
Exhibit No.: 95-27  
Item No.: 16  
Location: Pelosse

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank Statements for account  
235. 972. 010





(M) 110

**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**

BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION

FL-9490 VADUZ, LIECHTENSTEIN · TELEFON 075/5 66 55 · TELEX 889 300 · TELEFAX 075/2 66 97 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPBV LI 22

**BELASTUNGSANZEIGE**

FL-9490 VADUZ      19 10 1988      REF.: 86/688      KONTO: KONTOKORRENT      ACCOUNT: 235.972.037

IHRE WEISUNGEN  
VOM 19.10.1988

**2 TOT 1988**

I.A.L. INTERNATIONAL  
AIRCRAFT LEASING LIMITED  
9490 VADUZ

	BETRAG/AMOUNT	WERT/VALUE
<p>UNSERE ÜBERWEISUNGEN GEMAESSE BEILAGE.</p>	<p>US\$ 619'500.00</p>	<p>21.10.88</p>

HOCHACHTUNGSVOLL / VERY TRULY YOURS  
**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**  
Anzeigen bis Sfr. 50'000.- oder Gegenwert tragen nur per Visa / Sum. Advice up to Sfrs. 50'000.- or countervalue bear only a visa.

VIS.: *GW.*

**ÜBERWEISUNGS-AUFTRAG/PAYMENT ORDER**

**Kopie für Ihre Akten/Copy for your files**

BITTE ÜBERWEISEN SIE ZU LASTEN KONTO  
PLEASE REMIT TO THE DEBIT OF ACCOUNT

Verwaltungs- und Privat-Bank  
Aktiengesellschaft  
Private Trust Bank Corporation  
9490 Vaduz

US\$ Kto. 235.972.037

I.A.L. International Aircraft  
Leasing Ltd.

EMPFANGER BENEFICIARY	BANK-POSTCHECKKONTO BANK ACCOUNT	MITTEILUNGEN AN DEN EMPFÄNGER INFORMATION TO THE BENEFICIARY	BETRAG AMOUNT
Kensington Anstalt	VPB 235.971.021		US\$ 584'500.--
Kensington Anstalt	235.971.013 VPB		US\$ 35'000.--
TOTAL			US\$ 619'500.--

DATUM/DATE



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 95-05-04  
Obtained By: Sgt. Fiegenwald  
Exhibit No.: 95-07  
Item No.: 1  
Location: \_\_\_\_\_

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No \_\_\_\_\_

75-76-77-78  
79-80-81-82-  
83-84-85-86-  
87-88-89-90-  
91-92-93-94-9  
96-97-98-99-100  
101.

### COMMENTS

Documents obtained from  
Stevie Cameron. Translated copy included.

Clone: 1-2-3-4-5-6-7-8-10-11-12-13-  
14-15-16-17-18-19-20-21-22-23-24-  
25-26-27-28-29-30-31-32-33-34-35-  
39-40-41-42-43-44-45-46-47-48-49-  
50-51-52-53-54-55-56-57-58-59-60-61-  
62-63-64-65-66-67-68-70-71-72-73-74-

98



**VERWALTUNGS- UND PRIVAT-BANK AG**  
PRIVATE TRUST BANK CORPORATION

Versandadresse / Mailing address

FMT S.A.  
POSTFACH 2912  
6901 LUGANO  
E.

**VTOAUSZUG/STATEMENT OF ACCOUNT**

o-/ Account No. **972.037** Kontobezeichnung / Type of Account **KONTOKORRENT** Wrg / Cur **US\$** Datum / Date **31.12.89**

Kontoinhaber / Holder of Account

**I.A.L. INTERNATIONAL**  
**AIRCRAFT LEASING LIMITED**  
**9490 VADUZ**

Seite / Page **1**

**525'859**

Datum / Date	Text / Description	Wert / Value	Soll / Debit	Haben / Credit	Saldo / Balance
30.06.89	VORTRAG	30.06.89			75.00
17.08.89	UEBERWEISG LIECHT. LANDESBANK	18.08.89			40'075.00
24.08.89	DEUISEN KORRENT SFR	28.08.89	5'000.00		35'075.00
01.09.89	UEBERWEISG BANQUE FRANCAISE	04.09.89			175'075.00
12.09.89	UEBERWEISG SBV, ZUERICH	12.09.89	40'000.00		135'075.00
12.09.89	UEBERWEISG SBV, ZUERICH	12.09.89	140'000.00		4'925.00-
12.09.89	UEBERWEISG KENSINGTON ANSTALT	14.09.89			43.94
28.11.89	UEBERWEISG BANQUE FRANCAISE	29.11.89			30'043.94
12.12.89	UEBERWEISG BANQUE FRANCAISE	13.12.89			210'043.94
18.12.89	UEBERWEISG SBV, ZUERICH	18.12.89	180'000.00		30'043.94
18.12.89	UEBERWEISG SBV, ZUERICH	18.12.89	180'000.00		149'956.06-
22.12.89	UEBERWEISG SBV, ZUERICH	22.12.89	30'000.00		179'956.06-
29.12.89	STORNO VOM 18.12.1989	18.12.89		180'000.00	43.94
31.12.89	SOLLZINS 12.00 %	31.12.89	3.30		40.64
31.12.89	UMSATZKOMM 0.05 %	31.12.89	195.00		154.36-
31.12.89	PORTI/SPS	31.12.89	8.64		163.00-
				ff 206.94	
				fr. 320.75	

genehmigen Sie diesen Auszug. Er gilt als stillschweigend genehmigt, wenn wir in dem naechsten 4 Wochen keine Nachricht von Ihnen erhalten.  
 We consent to this statement of account. Unless we hear from you within the next 4 weeks, we consider this statement of account as being approved.

[A102 4208 : 19980713 : 08:32:31 : 271 : 0000187 : Front]

**VERWALTUNGS- UND PRIVAT-BANK AG**  
PRIVATE TRUST BANK CORPORATION

Versandadresse / Mailing address

*Financial Management Trust*  
*Company, Ltd. Inc.*  
EMJ S.A.  
POSTFACH 2914  
- 3 GEN 1990  
6901 LUGANO

Kontoinhaber / Holder of Account

**I.A.L. INTERNATIONAL**  
**AIRCRAFT LEASING LIMITED**  
9490 VADUZ

Seite / Page  
1

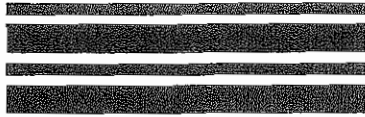
**TOAUSZUG/STATEMENT OF ACCOUNT**

Account No. **972.037** Kontobezeichnung / Type of Account **Kontokorrent Current** Wrgl/Cur **US\$** Datum/Date **31.12.89**

525'859

Datum/Date	Text/Description	Wert/Value	Soll/Debit	Haben/Credit	Saldo/Balance
30.06.89	VORTRAG <i>Brought forward</i>	30.06.89		75.00	75.00
17.08.89	UEBERWEISG LIECHT. LANDESBANK transfer	18.08.89		40'000.00	40'075.00
24.08.89	DEVISEN KORRENT SFR foreign currency	28.08.89	5'000.00		35'075.00
01.09.89	UEBERWEISG BANQUE FRANCAISE transfer	04.09.89		140'000.00	175'075.00
12.09.89	UEBERWEISG SBV, ZUERICH transfer	12.09.89	40'000.00		135'075.00
12.09.89	UEBERWEISG SBV, ZUERICH transfer	12.09.89	140'000.00		4'925.00
12.09.89	UEBERWEISG KENSINGTON ANSTALT transfer	14.09.89		4'968.94	43'94
28.11.89	UEBERWEISG BANQUE FRANCAISE transfer	29.11.89		30'000.00	30'043.94
12.12.89	UEBERWEISG BANQUE FRANCAISE transfer	13.12.89	180'000.00		210'043.94
18.12.89	UEBERWEISG SBV, ZUERICH transfer	18.12.89	180'000.00		30'043.94
18.12.89	UEBERWEISG SBV, ZUERICH transfer	18.12.89	180'000.00		149'956.06
22.12.89	UEBERWEISG SBV, ZUERICH transfer	22.12.89	30'000.00		179'956.06
29.12.89	STORNO VOM 18.12.1989 cancellation	18.12.89		180'000.00	43'94
31.12.89	SOLLZINS 12.00 % Interest receivable	31.12.89	3.30		40'64
31.12.89	UMSATZKOMM 0.05 % Sales	31.12.89	195.00		154'36
31.12.89	PORTI/SPS postage / fees	31.12.89	8.64		163'00
				180'000.00	
				206.94	
				Fr. 320.75	

Wir bestätigen die Richtigkeit der Angaben in diesem Kontoauszug. Er gilt als stillschweigend genehmigt, wenn wir in den nächsten 4 Wochen keine Nachricht von Ihnen erhalten.  
We confirm the accuracy of the information in this statement of account. Unless we hear from you within the next 4 weeks, we consider this statement of account as being approved.



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 95-05-04  
Obtained By: Sgt. Fiegenwald  
Exhibit No.: 95-07  
Item No.: 1  
Location: \_\_\_\_\_

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No \_\_\_\_\_

75-76-77-78  
79-80-81-82-  
83-84-85-86-  
87-88-89-90-  
91-92-93-94-9.  
96-97-98-99-100  
101.

### COMMENTS

Documents obtained from  
Stevie Cameron. Translated copy included.

Clone: 1-2-3-4-5-7-8-10-11-12-13-  
14-15-16-17-18-19-20-21-22-23-24-  
25-26-27-28-29-30-31-32-33-34-35-  
39-40-41-42-43-44-45-46-47-48-49-  
50-51-52-53-54-56-57-58-59-60-61-  
62-63-64-65-66-67-68-70-71-72-73-74-

99

**Bank**  
 VEKVALIUNGS- UND TRUST-BANK AG  
 PRIVATE TRUST BANK CORPORATION

**KONTOAUSZUG/STATEMENT OF ACCOUNT**

Konto-/Account No. **235.972.037** Kontobezeichnung/Type of Account **KONTOKORRENT**  
 Wrg./Cur **US\$** Datum/Date **30.06.90**

FMT S.A.  
 POSTFACH 2912  
 6901 LUGANO

1 2 3 4  
**R - 4** LUG. 1990  
 EVASO

I.A.L. INTERNATIONAL  
 AIRCRAFT LEASING LIMITED  
 9490 VADUZ

515°

Datum/Date	Text/Description	Wert/Value	Soil/Dabit	Haben/Credit	Saldo/Balance
31.12.89	VORTRAG	31.12.89	163.00	163.00	163.00
10.01.90	DEVISEN	31.12.89			0.00
13.02.90	UEBERWEISG BOU. FRANCAISE COMM.	14.02.90		366.000.00	366.000.00
15.02.90	UEBERTRAG KONTO AT CALL	16.02.90	365.000.00		1.000.00
28.02.90	UEBERWEISG BANQUE FRANCAISE	01.03.90		385.000.00	385.000.00
28.02.90	UEBERTRAG AT CALL US\$	02.03.90	385.000.00		1.000.00
23.03.90	UEBERTRAG AT CALL US\$	23.03.90		751.000.00	751.000.00
23.03.90	UEBERWEISG SCHWEIZ. BANKVEREIN	23.03.90			1.000.00
26.03.90	UEBERWEISG BOUE. FRANC. COMM.	27.03.90		387.000.00	387.000.00
26.03.90	UEBERTRAG AT CALL US\$	28.03.90	385.000.00		3.000.00
27.03.90	UEBERTRAG AT CALL US\$	23.03.90	1.000.00		2.000.00
02.04.90	ZINSEN	31.03.90			6.503.00
02.04.90	UEBERTRAG AT CALL US\$	04.04.90	5.000.00		1.503.00
09.04.90	UEBERTRAG AT CALL US\$	11.04.90		390.859.93	392.362.93
09.04.90	UEBERWEISG SCHWEIZ. BANKVEREIN	11.04.90			5.362.93
10.04.90	UEBERTRAG AT CALL US\$	11.04.90	387.000.00		10.362.93
10.04.90	DEVISEN	11.04.90			8.362.93
11.04.90	UEBERTRAG AT CALL US\$	11.04.90	2.000.00		3.362.93
18.04.90	UEBERWEISG SBV ZUERICH	19.04.90			13.362.93
22.05.90	UEBERWEISG BANQUE FRANCAISE	23.05.90		10.000.00	53.362.93
23.05.90	UEBERTRAG KONTO AT CALL	25.05.90	50.000.00		3.362.93
29.06.90	UEBERTRAG AT CALL US\$	29.06.90		50.000.00	53.362.93
29.06.90	UEBERWEISG	29.06.90	8.721.43		44.641.50
29.06.90	UEBERWEISG BANQUE FRANC. D. COMM.	02.07.90		50.000.00	94.641.50
30.06.90	UNSATZKOMM 0.05 X	30.06.90	357.20		94.284.30
30.06.90	PORTI/SPS	30.06.90	14.30		94.270.00

Bitte genehmigen Sie diesen Auszug. Er gilt als stillschweigend genehmigt, wenn wir in den nächsten 4 Wochen keine Nachricht von Ihnen erhalten.  
 Please let us have your approval to this statement of account. Unless we hear from you within the next 4 weeks, we consider this statement of account as being approved.

99



YERKVALI UNUS- UNUS PRIVAT-BANK AG  
PRIVATE TRUST BANK CORPORATION

KONTOAUSZUG/STATEMENT OF ACCOUNT

Konto-/Account No. **235.972.037** Kontobezeichnung/Type of Account **KONTOKORRENT CURRENT** Wirt/Curr **US\$** Datum/Date **30.06.90**

Co. Heli.  
FMI S.A.  
POSTFACH 2912  
6901 LUGANO

**R - 4** LUG. 1990  
EVASO

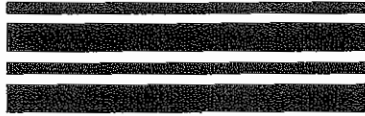
Financiale Management Trust

I.A.L. INTERNATIONAL  
AIRCRAFT LEASING LIMITED  
9490 VADUZ

515°

Datum/Date	Text/Description	Wert/Value	Soll/Debit	Haben/Credit	Saldo/Balance
31.12.89	VORTRAG Brought forward	31.12.89	163.00		163.00
10.01.90	DEVISEN KORRENT SFR foreign currency	31.12.89		163.00	0.00
13.02.90	UEBERWEISG BQU.FRANCAISE COMM. transfer	14.02.90	365'000.00	366'000.00	366'000.00
15.02.90	UEBERTRAG KONTO AT CALL currency forward	16.02.90			1'000.00
28.02.90	UEBERWEISG BANQUE FRANCAISE transfer	01.03.90	385'000.00	385'000.00	386'000.00
28.02.90	UEBERTRAG AT CALL US\$ currency forward	02.03.90			1'000.00
23.03.90	UEBERTRAG AT CALL US\$ currency forward	23.03.90	751'000.00	751'000.00	1'000.00
23.03.90	UEBERWEISG SCHWEIZ. BANKVEREIN transfer	23.03.90			1'000.00
26.03.90	UEBERWEISG BQUE.FRANC.COMM. transfer	27.03.90	385'000.00	387'000.00	388'000.00
26.03.90	UEBERTRAG AT CALL US\$ currency forward	28.03.90			3'000.00
27.03.90	UEBERTRAG AT CALL US\$ currency forward	1'000.00			2'000.00
02.04.90	ZINSEN KONTO AT CALL US\$ Entered	31.03.90	5'000.00	4'503.00	6'503.00
02.04.90	UEBERTRAG AT CALL US\$ currency forward	04.04.90			1'503.00
09.04.90	UEBERTRAG AT CALL US\$ currency forward	11.04.90	387'000.00	390'859.93	392'362.93
09.04.90	UEBERWEISG SCHWEIZ.BANKVEREIN transfer	11.04.90			5'362.93
10.04.90	UEBERTRAG AT CALL US\$ currency forward	11.04.90	2'000.00	5'000.00	10'362.93
10.04.90	DEVISEN KORRENT SFR foreign currency	11.04.90			8'362.93
11.04.90	UEBERTRAG AT CALL US\$ currency forward	11.04.90	5'000.00	10'000.00	3'362.93
18.04.90	UEBERWEISG SBV ZUERICH transfer	19.04.90			13'362.93
22.05.90	UEBERWEISG BANQUE FRANCAISE transfer	23.05.90	50'000.00	40'000.00	53'362.93
23.05.90	UEBERTRAG KONTO AT CALL currency forward	25.05.90			3'362.93
29.06.90	UEBERTRAG AT CALL US\$ currency forward	29.06.90	8'721.43	50'000.00	53'362.93
29.06.90	UEBERWEISG transfer	29.06.90			53'362.93
29.06.90	UEBERWEISG BANQUE FRANC.D.COMM. transfer	02.07.90	357.20	50'000.00	44'641.50
30.06.90	UMSATZKOMM 0.05 % Saldo Commission	30.06.90	14.30		94'641.50
30.06.90	PORTI/SPS postage /	30.06.90			94'284.30
			US\$ 371.50	50'000.00	94'270.00
			F. 468.40		

Die genehmigten Sie diesen Auszug. Er gilt als stillschweigend genehmigt, wenn wir in den nächsten 4 Wochen keine Nachricht von Ihnen erhalten.  
I have had us have your approval to this statement of account. Unless you hear from us within the next 4 weeks, we consider this statement of account as being approved.



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 95-05-04  
Obtained By: Sgt. Fiegenwald  
Exhibit No.: 95-07  
Item No.: 1  
Location: \_\_\_\_\_

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No \_\_\_\_\_

75-76-77-78  
79-80-81-82-  
83-84-85-86-  
87-88-89-90-  
91-92-93-94-9  
96-97-98-99-100  
101.

COMMENTS Documents obtained from

Stevie Cameron. Translated copy included.

Clone: 1-2-3-4-5-7-8-10-11-12-13-  
14-15-16-17-18-19-20-21-22-23-24-  
25-26-27-28-29-30-31-32-33-34-35-  
39-40-41-42-43-44-45-46-47-48-49-  
50-51-52-53-54-56-57-58-59-60-61-  
62-63-64-65-66-67-68-70-71-72-73-74-



FMT S.A. AIR  
 POSTFACH 2912  
 6901 LUGANO

INTERNATIONAL  
 AIRCRAFT LEASING LIMITED  
 9490 VADUZ

Account No. **9720037** / Kontoabrechnung / Type of Account **KONTOKORREKT**  
 Wirt/Cut **US\$** Datum/Date **31.12.90**

528.880

Datum/Date	Text/Description	Wert/Waktu	Soll/Debit	Haben/Credit	Saldo/Balance
30.06.90	VORTRAG	30.06.90			94.270.00
02.07.90	ZINSEN KONTO AT CALL US\$	30.06.90		94.270.00	94.612.30
02.07.90	UEBERTRAG AT CALL US\$	03.07.90	90.000.00	342.30	4.612.30
16.07.90	UEBERWEISG BANQUE FRANCAISE	16.07.90		276.000.00	280.612.30
16.07.90	UEBERTRAG AT CALL US\$	17.07.90	280.000.00		40.612.30
20.07.90	UEBERTRAG AT CALL US\$	20.07.90	40.000.00		140.000.00
20.07.90	UEBERWEISG SBV ZUERICH	20.07.90		140.000.00	210.612.30
14.08.90	UEBERWEISG BANQUE FRANCAISE	15.08.90		140.000.00	10.612.30
14.08.90	UEBERTRAG AT CALL US\$	16.08.90	140.000.00		6.612.30
16.08.90	UEBERTRAG AT CALL US\$	16.08.90	200.000.00		6.612.30
16.08.90	UEBERWEISG ERFEL ANSTALT	16.08.90	4.000.00		10.612.30
16.08.90	DEUISEN KORREKT SFR.	20.08.90		100.000.00	10.612.30
24.09.90	UEBERTRAG AT CALL US\$	24.09.90	100.000.00		6.612.30
24.09.90	UEBERWEISG ERFEL ANSTALT	24.09.90		4.250.70	10.863.00
01.10.90	ZINSEN KONTO AT CALL US\$	30.09.90			10.863.00
24.10.90	UEBERTRAG AT CALL US\$	02.10.90	10.000.00		863.00
24.10.90	UEBERWEISG BANQUE FRANCAISE	25.10.90		540.000.00	863.00
24.10.90	UEBERTRAG AT CALL US\$	26.10.90	540.000.00		863.00
30.10.90	UEBERTRAG AT CALL USD	30.10.90		20.000.00	863.00
30.10.90	DEUISEN KORREKT CHF	02.11.90	20.000.00		863.00
19.11.90	UEBERTRAG AT CALL USD	19.11.90		540.000.00	863.00
19.11.90	UEBERWEISG SBV ZUERICH	19.11.90		540.000.00	863.00
19.11.90	UEBERWEISG BANQUE FRANCAISE	20.11.90		540.000.00	863.00
19.11.90	UEBERTRAG AT CALL US\$	21.11.90	540.000.00		863.00
22.11.90	UEBERTRAG AT CALL USD	22.11.90		100.000.00	863.00
22.11.90	UEBERWEISG ERFEL ANSTALT	22.11.90		60.000.00	863.00
26.11.90	UEBERWEISG BANQUE FRANCAISE	27.11.90		393.000.00	863.00
26.11.90	UEBERWEISG BANQUE FRANCAISE	27.11.90	450.000.00		396.863.00
26.11.90	UEBERTRAG AT CALL US\$	28.11.90			396.863.00
04.12.90	UEBERWEISG	05.12.90		393.000.00	396.863.00

1 = Frankoposten/Free of charges  
 Einmal beider Seite

ernehmen Sie diesen Auszug. Er gilt als stillschweigend genehmigt, wenn wir in den nächsten 4 Wochen keine Nachricht von Ihnen erhalten.  
 let us have your approval to this statement of account. Unless we hear from you within the next 4 weeks, we consider this statement of account as being approved.

VEI PRIVATBANK CORPORATION  
**INGSG- UND PRIVATBANK AG**  
**RAUSZUG/STATEMENT OF ACCOUNT**

Version: 04/03/99 / W/AR  
 Fincingial  
 FMT S.A.  
 POSTFACH 2912  
 6901 LUGANO

INTERNATIONAL  
 AIRCRAFT LEASING LIMITED  
 9490 VADUZ  
 528 880

Account No: 9722037  
 Kontobeherrsch./Type of Account: KONTOKORRENT  
 Wirt/Cit: USD  
 Datum/Date: 31.12.90

Datum/Date	Text/Description	Wort/Value	Self/Debit	Hobert/Credit	Saldo/Balance
30.06.90	VORTRAG	30.06.90		94'270.00	94'270.00
02.07.90	ZINSEN	30.06.90		342.30	94'612.30
02.07.90	UEBERTRAG	03.07.90	90'000.00		4'612.30
16.07.90	UEBERWEISG	16.07.90		276'000.00	280'612.30
16.07.90	UEBERTRAG	17.07.90	280'000.00		612.30
20.07.90	UEBERTRAG	20.07.90	40'000.00		612.30
20.07.90	UEBERWEISG	20.07.90		140'000.00	140'612.30
14.08.90	UEBERWEISG	15.08.90	140'000.00		612.30
14.08.90	UEBERTRAG	16.08.90		210'000.00	210'612.30
16.08.90	UEBERTRAG	16.08.90	200'000.00		612.30
16.08.90	UEBERWEISG	16.08.90	4'000.00		612.30
16.08.90	DEUISEN	20.08.90		100'000.00	6'612.30
16.08.90	UEBERTRAG	24.09.90	100'000.00		6'612.30
24.09.90	UEBERWEISG	24.09.90		4'250.70	10'863.00
01.10.90	ZINSEN	30.09.90		540'000.00	863.00
01.10.90	UEBERTRAG	02.10.90	10'000.00		863.00
01.10.90	UEBERWEISG	25.10.90	540'000.00		863.00
24.10.90	UEBERTRAG	26.10.90		20'000.00	863.00
24.10.90	UEBERTRAG	30.10.90	20'000.00		863.00
30.10.90	UEBERTRAG	02.11.90	540'000.00		863.00
30.10.90	DEUISEN	19.11.90		540'000.00	863.00
19.11.90	UEBERTRAG	19.11.90	540'000.00		863.00
19.11.90	UEBERWEISG	20.11.90		540'000.00	863.00
19.11.90	UEBERTRAG	21.11.90	540'000.00		863.00
22.11.90	UEBERTRAG	22.11.90	100'000.00		863.00
22.11.90	UEBERWEISG	22.11.90		60'000.00	863.00
26.11.90	UEBERWEISG	27.11.90		393'000.00	863.00
26.11.90	UEBERTRAG	28.11.90	450'000.00		863.00
26.11.90	UEBERWEISG	05.12.90		393'000.00	863.00

1 = Frankoposten/Free of charges  
 Einzahl belegen fehlt  
 Separate receipt missing

# KONTOKURZ / STATEMENT OF ACCOUNT

Account No. 972057  
Kontobeschreibung / Type of Account KONTOKURZ  
Wäg/Cur. USD  
Datum / Date 31.12.90

FMT S.A.  
POSTFACH 291  
6901 LUGANO

I.A.L. INTERNATIONAL  
AIRCRAFT LEASING LIMITED  
9490 VADUZ

528.830

Datum / Date	Text / Description	Wert / Value	Soll / Debit	Haben / Credit	Saldo / Balance
06.12.90	UEBERTRAG AT CALL USD	06.12.90			1.863.00
06.12.90	UEBERTRAG AT CALL USD	06.12.90			401.863.00
06.12.90	UEBERWEISG SCHWEIZ. BANKVEREIN	06.12.90	393.000.00	400.000.00	8.863.00
07.12.90	UEBERWEISG BANQUE FRANCAISE	10.12.90	540.000.00	540.000.00	548.863.00
13.12.90	UEBERTRAG AT CALL USD	11.12.90			8.863.00
13.12.90	UEBERTRAG AT CALL USD	13.12.90			188.863.00
13.12.90	UEBERWEISG ERFEL ANSTALT	13.12.90	176.640.00	180.000.00	12.223.00
14.12.90	UEBERTRAG AT CALL USD	13.12.90			2.223.00
31.12.90	UMSATZKOMM 0.05 %	31.12.90	704.50		1.518.50
31.12.90	PORTI/SPS	31.12.90	19.50		1.499.00
				1.492.25	

erhöhen Sie diesen Auszug. Er gilt als stillschweigend genehmigt, wenn wir in den nächsten 4 Wochen keine Nachricht von Ihnen erhalten.  
let us have your approval to this statement of account. Unless we hear from you within the next 4 weeks, we consider this statement of account as being approved.

1 = Frankoposten/Free of charges

Verantwortliche / Mr  
 Finanzchef  
 Finanzmanagement  
 FMI S.A.  
 POSTFACH 291  
 LEAGU

Nachrichte / Number of Account  
 I.A.L. INTERNATIONAL  
 AIRCRAFT LEASING LIMITED  
 9490 VADUZ

58

TO AUSZUG / STATEMENT OF ACCOUNT

Account No. / Kontobezeichnung / Type of Account  
 972103 / KONTO KÖRRENT / Current Account

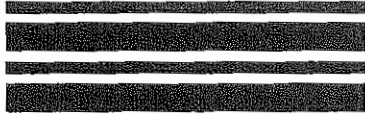
Wirt/Cur / Datum / Date  
 US\$ / 31.12.90

528.880

Datum / Date	Text / Description	Wert / Value	Soll / Debit	Haben / Credit	Saldor / Balance
06.12.90	UEBERTRAG AT CALL USD Carry forward	06.12.90	395.000.00		1.863.00
06.12.90	UEBERTRAG AT CALL USD Carry forward	06.12.90	393.000.00	400.000.00	401.863.00
06.12.90	UEBERWEISG SCHWEIZ, BANKVEREIN Transfer	06.12.90	540.000.00	540.000.00	8.863.00
07.12.90	UEBERWEISG BANQUE FRANCAISE Transfer	10.12.90	540.000.00		8.863.00
07.12.90	UEBERTRAG AT CALL USD Carry forward	11.12.90		180.000.00	188.863.00
13.12.90	UEBERTRAG AT CALL USD Carry forward	13.12.90	176.640.00		12.223.00
13.12.90	UEBERWEISG ERFEL ANSTALT Transfer	13.12.90	10.000.00		2.223.00
14.12.90	UEBERTRAG AT CALL USD Carry forward	31.12.90	704.50		1.518.50
31.12.90	UMSATZKOMM 0.05 % Sales commission	31.12.90	19.50		1.499.00
31.12.90	PORTI/SPS postage / fees			1724	
				942.25	

1 = Frankoposten / Free of charges

imigen Sie diesen Auszug. Er gilt als stillschweigend genehmigt, wenn wir in den nächsten 4 Wochen keine Nachricht von Ihnen erhalten.  
 as have your approval to this statement of account. Unless we hear from you within the next 4 weeks, we consider this statement of account as being approved.



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 95-05-04

Obtained By: Sgt. Fissenwald

Exhibit No.: 95-27

Item No.: 1

Location: \_\_\_\_\_

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No \_\_\_\_\_

75-76-77-78  
79-80-81-82-  
83-84-85-86-  
87-88-89-90-  
91-92-93-94-9.  
96-97-98-99-100  
101.

### COMMENTS

Documents obtained from  
Stevie Cameron. Translated copy included.

Clone: 1-2-3-4-5-7-8-10-11-12-13-  
14-15-16-17-18-19-20-21-22-23-24-  
25-26-27-28-29-30-31-32-33-34-35-  
39-40-41-42-43-44-45-46-47-48-49-  
50-51-52-53-54-56-57-58-59-60-61-  
62-63-64-65-66-67-68-70-71-72-73-74-



ALLIANCE-UND PRIVAT-BANK AG  
PRIVATE TRUST BANK CORPORATION

**ONTOAUSZUG / STATEMENT OF ACCOUNT**

Info./Account No.: 35.972.037 KONTOKORRENT  
Kontobezeichnung/Type of account: KONTOKORRENT  
Wrt./Cur: US\$ Datum/Date: 30.06.91

FMT S.A.  
POSTFACH 2912  
6901 LUGANO



I.A.L. INTERNATIONAL  
AIRCRAFT LEASING LIMITED  
9490 VADUZ

51199

Datum/Date	Text/Description	Wert/Value	Soll/Debit	Haben/Credit	Saldo/Balance
31.12.90	VORTRAG	31.12.90			1'499.00
03.01.91	ZINSEN	31.12.90		12'034.10	13'533.10
03.01.91	UEBERTRAG AT CALL USD	03.01.91		1'140'000.00	1'153'533.10
03.01.91	UEBERTRAG AT CALL USD	03.01.91	10'000.00		1'143'533.10
03.01.91	UEBERWEISG SBV, ZUERICH	03.01.91	200'000.00		943'533.10
03.01.91	UEBERWEISG SBV, ZUERICH	03.01.91	393'000.00		550'533.10
03.01.91	UEBERWEISG SBV, ZUERICH	03.01.91	540'000.00		10'533.10
04.01.91	UEBERTRAG AT CALL USD	03.01.91	10'000.00		533.10
08.01.91	DEUISEN	31.12.90	73.39		459.71
09.01.91	KORRENT DM	31.12.90	1'283.20		823.49-
15.01.91	KORRENT SFR	15.01.91		80'000.00	79'176.51
15.01.91	UEBERWEISG BANQ. FRANC. DU COMM.	16.01.91		80'000.00	823.49-
16.01.91	UEBERTRAG AT CALL USD	16.01.91		48'000.00	47'176.51
16.01.91	UEBERWEISG BANQ. FRANC. DU COMM.	16.01.91	45'000.00		2'176.51
16.01.91	UEBERTRAG AT CALL USD	17.01.91		125'000.00	127'176.51
01.02.91	UEBERTRAG AT CALL USD	01.02.91		100'000.00	27'176.51
01.02.91	UEBERWEISG ERFEL ANSTALT	01.02.91	100'000.00		2'176.51
01.02.91	DEUISEN	05.02.91	25'000.00		2'176.51
15.02.91	UEBERWEISG BANQ. FRANCAISE, PARIS	15.02.91		401'000.00	403'176.51
15.02.91	UEBERTRAG AT CALL USD	19.02.91		400'000.00	3'176.51
08.03.91	UEBERTRAG AT CALL USD	11.03.91		405'000.00	401'823.49-
11.03.91	UEBERWEISG BQUE-FRANC. DU COMM.	08.03.91		401'993.02	169.53
12.03.91	UEBERTRAG AT CALL USD	12.03.91		640'000.00	640'169.53
12.03.91	UEBERWEISG ERFEL ANSTALT, VADUZ	12.03.91	100'000.00		540'169.53
12.03.91	UEBERWEISG SBV, ZUERICH	12.03.91	540'000.00		169.53
02.04.91	ZINSEN	31.03.91		6'658.70	6'828.23
03.04.91	UEBERTRAG AT CALL USD	03.04.91		400'000.00	406'828.23
03.04.91	UEBERWEISG SBV, ZH	03.04.91	401'000.00		5'828.23
27.05.91	UEBERTRAG AT CALL USD	29.05.91		50'000.00	55'828.23
29.05.91	UEBERWEISG ERFEL ANSTALT, VADUZ	29.05.91	50'000.00		5'828.23
31.05.91	DEVISCH KORRENT CHF	31.05.91	4'000.00		1'828.23

1 = Frankoposten/Free of charge

Die genehmigen Sie diesen Auszug. Er gilt als stillschweigend genehmigt, wenn wir in den nächsten 4 Wochen keine Nachricht von Ihnen erhalten.  
We consider this statement as approved, unless we hear from you within the next 4 weeks.

511

54

SWISS BANK CORPORATION  
PRIVATE TRUST BANK CORPORATION

Fond Management Trust C Ltd  
I.A.L. INTERNATIONAL AIRCRAFT LEASING LIMITED  
9490 VADUZ

ONTOAUSZUG / STATEMENT OF ACCOUNT

135.972.037 KONTOKORRENT US\$ 30.06.91

511

Datum/Date	Text/Description	Wert/Value	Soll/Debit	Haben/Credit	Saldo/Balance
31.12.90	VORTRAG Brought forward	31.12.90			1'499.00
03.01.91	ZINSEN KONTO AT CALL US\$	31.12.90		12'034.10	13'533.10
03.01.91	UEBERTRAG AT CALL USD	03.01.91		1'140'000.00	1'153'533.10
03.01.91	UEBERTRAG AT CALL USD	03.01.91	10'000.00		1'143'533.10
03.01.91	UEBERWEISG SBV, ZUERICH	03.01.91	200'000.00		943'533.10
03.01.91	UEBERWEISG SBV, ZUERICH	03.01.91	393'000.00		550'533.10
03.01.91	UEBERWEISG SBV, ZUERICH	03.01.91	540'000.00		10'533.10
04.01.91	UEBERTRAG AT CALL USD	03.01.91	10'000.00		533.10
08.01.91	DEUISEN KORRENT DM	31.12.90	73.39		459.71
09.01.91	DEUISEN KORRENT SFR	31.12.90	1'283.20		823.49
15.01.91	UEBERWEISG BANQ. FRANC. DU COMM.	15.01.91		80'000.00	79'176.51
15.01.91	UEBERTRAG AT CALL USD	16.01.91		80'000.00	823.49
16.01.91	UEBERWEISG BANQ. FRANC. DU COMM.	16.01.91		48'000.00	47'176.51
16.01.91	UEBERTRAG AT CALL USD	17.01.91		45'000.00	2'176.51
01.02.91	UEBERTRAG AT CALL USD	01.02.91		125'000.00	127'176.51
01.02.91	UEBERWEISG ERFEL ANSTALT	01.02.91	100'000.00		27'176.51
01.02.91	DEUISEN KORRENT CHF	05.02.91	25'000.00		2'176.51
15.02.91	UEBERWEISG DANQ. FRANCAISE, PARIS	15.02.91		401'000.00	403'176.51
15.02.91	UEBERTRAG AT CALL USD	19.02.91		400'000.00	3'176.51
08.03.91	UEBERTRAG AT CALL USD	11.03.91		405'000.00	401'823.49
11.03.91	UEBERWEISG BQUE. FRANC. DU COMM.	08.03.91		401'993.02	169.53
12.03.91	UEBERTRAG AT CALL USD	12.03.91		640'000.00	640'169.53
12.03.91	UEBERWEISG ERFEL ANSTALT, VADUZ	12.03.91	100'000.00		540'169.53
12.03.91	UEBERWEISG SBV, ZUERICH	12.03.91	540'000.00		169.53
02.04.91	ZINSEN KONTO AT CALL US\$	31.03.91		6'658.70	6'828.23
03.04.91	UEBERTRAG AT CALL USD	03.04.91		400'000.00	406'828.23
03.04.91	UEBERWEISG SBV, ZH	03.04.91	401'000.00		5'828.23
29.05.91	UEBERTRAG AT CALL USD	29.05.91		50'000.00	55'828.23
29.05.91	UEBERWEISG ERFEL ANSTALT, VADUZ	29.05.91	50'000.00		5'828.23
31.05.91	DEUISEN KORRENT CHF	31.05.91	4'000.00		1'828.23

1 = Frankoposten / Free of postage

11/11/91

54

PRIVAT TRUST BANK CORPORATION

FMT S.A. INTERNATIONAL  
 POSTFACH 2912  
 6901 LUGANO

I.A.L. INTERNATIONAL  
 AIRCRAFT LEASING LIMITED  
 9490 VADUZ

511'92

ONTO AUSZUG / STATEMENT OF ACCOUNT

Account No. 35.972.037 KONTOKORRENT  
 Wrg./Cur. / Datum/Date  
 US\$ 30.06.91

Datum/Date	Text/Description	Wert/Value	Soll/Debit	Haben/Credit	Saldo/Balance
31.05.91	UEBERWEISG BQUE FRANC. DU COMM.	03.06.91		80'000.00	81'828.23
31.05.91	UEBERTRAG AT CALL USD	04.06.91	85'000.00		3'171.77- 1
03.06.91	UEBERTRAG AT CALL USD	04.06.91		5'000.00	1'828.23
17.06.91	UEBERTRAG AT CALL USD	17.06.91		80'000.00	81'828.23
17.06.91	UEBERWEISG SBV ZUERICH	17.06.91			1'828.23
28.06.91	UEBERWEISG BANQUE FRANCAISE	28.06.91		168'000.00	169'828.23
30.06.91	SOLLZINS 11.00 % BIS 31.03.91	30.06.91	3.10		169'828.23
30.06.91	UMSATZKOMM 0.05 %	30.06.91	911.20		168'913.93
30.06.91	PORTII/SPS	30.06.91	15.93		168'898.00
				930.23 y	
				2k Ifo	

Bitte genehmigen Sie diesen Auszug. Er gilt als stillschweigend genehmigt, wenn wir in den nächsten 4 Wochen keine Nachricht von Ihnen erhalten.  
 Please let us have your approval to this statement. We consider this statement as approved, unless we hear from you within the next 4 weeks.

TELEFAX 075/5 66 00 00

55.



PRIVATE TRUST BANK CORPORATION

FMT S.A. INTERNATIONAL  
 POSTFACH 2912  
 6901 LUGANO  
 9490 VADUZ

511

ONTO AUSZUG / STATEMENT OF ACCOUNT

Account No. / Kontobezeichnung / Type of account / Wrg / Cur / Datum / Date  
 35-972-037 KONTOKORRENT / US\$ / 30.06.91

Datum / Date	Text / Description	Wert / Value	Soll / Debit	Haben / Credit	Saldo / Balance
31.05.91	UEBERWEISG BQUE FRANC. DU COMM.	03.06.91		80'000.00	81'828.23
31.05.91	UEBERTRAG AT CALL USD	04.06.91	85'000.00		3'171.77-
03.06.91	UEBERTRAG AT CALL USD	04.06.91		5'000.00	1'828.23
17.06.91	UEBERTRAG AT CALL USD	17.06.91		80'000.00	81'828.23
17.06.91	UEBERWEISG SBV ZUERICH	17.06.91			1'828.23
28.06.91	UEBERWEISG BANQUE FRANCAISE	28.06.91		168'000.00	169'828.23
30.06.91	SOLLZINS 11.00 % BIS 31.03.91	30.06.91	3-10		169'828.23
30.06.91	UMSATZKOMM 0.05 %	30.06.91	911.20		168'913.93
30.06.91	PORTII/SPS	30.06.91	15.93		168'898.00
				930.23 \$	
				2K 160	

Die genehmigten Sie diesen Auszug. Er gilt als stillschweigend genehmigt, wenn wir in den nächsten 4 Wochen keine Nachricht von Ihnen erhalten.  
 Please let us have your approval to this statement. We consider this statement as being approved, unless we hear from you within the next 4 weeks.

TELEFAX 075/5 65 60 00

55

Elone



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 96-03-08  
Obtained By: Fiegenwald  
Exhibit No.: 95-27  
Item No.: 16  
Location: Pelosi

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank statement for account  
235.972.037



**VERWALTUNGS- UND PRIVAT-BANK AG**  
 PRIVATE TRUST BANK CORPORATION  
 FL-9490 VADUZ, LIECHTENSTEIN

Kontoinhaber/Holder of Account

Seite/Page **3**

**I.A.L. INTERNATIONAL  
 AIRCRAFT LEASING LIMITED**

**9490 VADUZ**

**TAGESAUZUG/DAILY STATEMENT**

Konto/Account No. <b>235.972.037</b>	Kontobezeichnung/Type of Account <b>KONTOKORRENT</b>	Datum/Date <b>01.09.89</b>
---	---	-------------------------------

Text/Description	Wert/Value	Soll/Debit <b>US\$</b>	Haben/Credit <b>US\$</b>															
UEBERWEISG BANQUE FRANCAISE	04.09.89		140'000.00															
<table border="1"> <tr> <td>1</td> <td>2</td> <td>3</td> <td>4</td> <td>5</td> </tr> <tr> <td colspan="5">F - 6 SET 1989</td> </tr> <tr> <td colspan="5">EVALU</td> </tr> </table>	1	2	3	4	5	F - 6 SET 1989					EVALU							
1	2	3	4	5														
F - 6 SET 1989																		
EVALU																		
1 = Frankoposten/Free of charges		Saldo zu Ihren Lasten Balance in our favour	Saldo zu Ihren Gunsten Balance in your favour															
			<b>175'075.00</b>															

TELEFON: 075/56655 · TELEX NR.: 889200, 889300 (BÖRSE) · TELEFAX 075/26697 · PC-KONTO: 90-8291-5 · SWIFT VPBV LI 22

SE&C



**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**

BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION  
 FL-9490 VADUZ, LIECHTENSTEIN · TELEFON 075/56655 · TELEX 889 300 · TELEFAX 075/26697 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPBV LI 22

ALTSCHROTTBANKEGGE

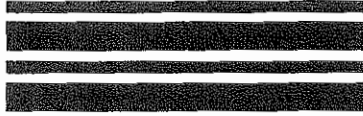
AL-9490 VADUZ	01.09.1989	REF: 300.000	KONTO: ACCOUNT: KONTOKORRENT	235.972.037
---------------	------------	--------------	---------------------------------	-------------

1	2	3	4	5
F - 6 SET 1989				
EVALU				

I.A.L. INTERNATIONAL  
 AIRCRAFT LEASING LIMITED  
 9490 VADUZ

	BETRAG/AMOUNT	WERT/VALUE
UEBERWEISUNG DER BANQUE FRANCAISE DE COMMERCE EXTERIEUR 21, Boulevard HAUSSMANN, F-75000 PARIS.	140'000.00	04.09.89

MIT FREUNDLICHEN GRÜSSEN / VERY TRULY YOURS  
 VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 95-05-04  
Obtained By: Sgt. Fiegenwald  
Exhibit No.: 95-07  
Item No.: 1  
Location: \_\_\_\_\_

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No \_\_\_\_\_

75-76-77-78  
79-80-81-82-  
83-84-85-86-  
87-88-89-90-  
91-92-93-94-9  
96-97-98-99-100  
101.

### COMMENTS

Documents obtained from  
Stevie Cameron. Translated copy included.

Clone: 1-2-3-4-5-6-7-8-9-10-11-12-13-  
14-15-16-17-18-19-20-21-22-23-24-  
25-26-27-28-29-30-31-32-33-34-35-  
39-40-41-42-43-44-45-46-47-48-49-  
50-51-52-53-54-55-56-57-58-59-60-61-  
62-63-64-65-66-67-68-70-71-72-73-74-



83

# VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION  
FL-9490 VADUZ, LIECHTENSTEIN - TELEFON 075 / 5 66 55 - TELEX 889 300 - TELEFAX 075 / 2 66 97 - POSTSCHECKKONTO 90-8291-5 - SWIFT VPBV LI 22

GUTSCHRIFTSANZEIGE

FL-9490 VADUZ 1.09.1989 REF: BG/GSS KONTO: KONTOKURRENT ACCOUNT: 135 270 34

1	2	3	4	5
F - 6 SET 1989				
EVAS				

I.A.L. INTERNATIONAL  
AIRCRAFT LEASING LIMITED  
9490 VADUZ

	BETRAG/AMOUNT	WERT/VALUE
UEBERWEISUNG DER BANQUE FRANCAISE DU COMMERCE EXTERIEUR, 21, BOULEVARD HAUSSMANN, F-7500 PARIS.	US\$ 140'000.00	04.09.89

*Ob*

MIT FREUNDLICHEN GRÜSSEN / VERY TRULY YOURS  
VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

Anzeigen bis Sfr. 50'000.- oder Gegenwert tragen nur eine Visa.  
Advice up to Sfrcs. 50'000.- or countervalue bear only a visa.



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 95-05-04  
Obtained By: Sgt. Fissenwald  
Exhibit No.: 95-07  
Item No.: 1  
Location: \_\_\_\_\_

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No \_\_\_\_\_

75-76-77-78  
79-80-81-82-  
83-84-85-86-  
87-88-89-90-  
91-92-93-94-9  
96-97-98-99-100  
101.

### COMMENTS

Documents obtained from  
Stevie Cameron. Translated copy included.

Clone: 1-2-3-4-5-7-8-10-11-12-13-  
14-15-16-17-18-19-20-21-22-23-24-  
25-26-27-28-29-30-31-32-33-34-35-  
39-40-41-42-43-44-45-46-47-48-49-  
50-51-52-53-54-56-57-58-59-60-61-  
62-63-64-65-66-67-68-70-71-72-73-74-



88.

# VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION  
FL-9490 VADUZ, LIECHTENSTEIN - TELEFON 075/5 66 55 - TELEX 889 300 - TELEFAX 075/2 66 97 - POSTSCHECKKONTO 90-8291-5 - SWIFT VPBV LI 22

## GUTSCHRIFTSANZEIGE

FL-9490 VADUZ	12.09.1989	REF.: BG/DIS	KONTO: ACCOUNT: KONTOKORRENT	235.972.037
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I.A.L. INTERNATIONAL  
AIRCRAFT LEASING LIMITED  
9490 VADUZ

	BETRAG/AMOUNT	WERT/VALUE
ÜBERWEISUNG AUFTRAGS KENSINGTON ANSTALT, 9490 VADUZ  DM 10'000.-- A 2.0125 (FIX. 11.9.89)	US\$ 4'968.94  = Fr. 8375.-	14.09.89

MIT FREUNDLICHEN GRÜSSEN / VERY TRULY YOURS  
VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

vis:

Anzeigen bis Sfr. 50'000.- oder Gegenwert tragen nur ein Visum.  
Advice up to Sfrs. 50'000.- or countervalue bear only a visa.



# VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION

FL-9490 VADUZ, LIECHTENSTEIN · TELEFON 075/5 66 55 · TELEX 889 300 · TELEFAX 075/2 66 97 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPBV LI 22

## GUTSCHRIFTSANZEIGE *Creditor Notice*

FL-9490 VADUZ	12.09.1989	REF.: BG/DIS	KONTO: ACCOUNT: KONTOKORRENT <i>Current Account</i>	235.972.037
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I.A.L. INTERNATIONAL  
AIRCRAFT LEASING LIMITED

9490 VADUZ

<i>Transfer as requested by</i> ÜBERWEISUNG AUFTRAGS KENSINGTON ANSTALT, 9490 VADUZ  DM) 10'000.-- A 2.0125 (FIX. 11.9.89) <i>(rate of exchange)</i>	BETRAG (AMOUNT)	WERT (VALUE)
	US\$ 4'968.94  = Fr. 8775.-	14.09.89

MIT FREUNDLICHEN GRÜSSEN / VERY TRULY YOURS  
VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

VIS.:

Anzeigen bis Sfr. 50'000.- oder Gegenwert tragen nur ein Visum.  
Advice up to Sfrs. 50'000.- or countervalue bear only a visa.



*Clare*



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 96-03-08  
Obtained By: Fiegenwald  
Exhibit No.: 95-27  
Item No.: 16  
Location: Pelosse

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank statements for account  
235. 772. 010

**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**

BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION  
 FL-9490 VADUZ, LIECHTENSTEIN · TELEFON 075. 5 66 55 · TELEX 889 300 · TELEFAX 075 / 2 66 97 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPBV LI 22

**BELASTUNGSANZEIGE**

FL-9490 VADUZ 12.09.1989 REF.: BG/HAF KONTO: KONTOKORRENT ACCOUNT: 235.972.037

IHRE WEISUNGEN  
 VOM: 11.9.89

14 SET 1989  
 EVAS.

I.A.L. INTERNATIONAL  
 AIRCRAFT LEASING LIMITED

9490 VADUZ

	BETRAG/AMOUNT	WERT/VALUE
SWIFT-UEBERWEISUNG GEMAESS BEILAGE	US\$ 140'000.00	12.09.89

MIT FREUNDLICHEN GRÜSSEN / VERY TRULY YOURS  
 VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

Anzeigen bis Sfr. 50'000.- oder Gegenwert tragen nur ein Visum.  
 Advice up to Sfrs. 50'000.- or countervalue bear only a visa.

**ÜBERWEISUNGS-AUFTRAG/PAYMENT ORDER**

**Kopie für Ihre Akten/Copy for your files**

BITTE ÜBERWEISEN SIE ZU LASTEN KONTO  
 PLEASE REMIT TO THE DEBIT OF ACCOUNT

Verwaltungs- und Privat-Bank  
 Aktiengesellschaft

Private Trust Bank Corporation

9490 Vaduz

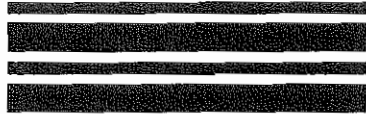
Korrent US\$

235.972.037

I.A.L. International  
 Aircraft Leasing Limited  
 Vaduz

EMPFÄNGER BENEFICIARY  Konto Nr. 18679   ohne Nennung des Auftraggebers =====	BANK-POSTCHECKKONTO BANK ACCOUNT  SBV, Zürich z.Hd. Herrn Strobel	MITTEILUNGEN AN DEN EMPFÄNGER INFORMATION TO THE BENEFICIARY	BETRAG AMOUNT  US\$ 140'000.--
TOTAL			

DATUM/DATE 11.9.89 Besuch BF



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 95-05-04  
Obtained By: Sgt. Fiegenwald  
Exhibit No.: 95-07  
Item No.: 1  
Location: \_\_\_\_\_

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No \_\_\_\_\_

75-76-77-78  
79-80-81-82-  
83-84-85-86-  
87-88-89-90-  
91-92-93-94-9  
96-97-98-99-100  
101.

### COMMENTS

Documents obtained from Stevie Cameron. Translated copy included.

Clone: 1-2-3-4-5-7-8-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-56-57-58-59-60-61-62-63-64-65-66-67-68-70-71-72-73-74-



84. 10

# VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

BANQUE PRIVEE DE GERANCE SOCIETE ANONYME - PRIVATE TRUST BANK CORPORATION

9490 VADUZ, LIECHTENSTEIN · TELEFON (075) 5 66 55 · TELEX 889 200 · TELEFAX (075) 2 66 97 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPBV U 22

990 VADUZ

REF.

Korrent · **US\$**

**235.972.03**

**I.A.L. International  
Aircraft Leasing Limited  
Vaduz**

WIE HABEN SIE WIE FOLGT BELASTET:  
WE HAVE DEBITED YOU AS FOLLOWS:

EMPFÄNGER BENEFICIARY  Konto Nr. 18679  ohne Nennung des Auftraggebers =====	BANK-POSTSCHECKKONTO BANK ACCOUNT  SBV, Zürich z.Hd. Herrn Strobel	MITTEILUNGEN AN DEN EMPFÄNGER INFORMATION TO THE BENEFICIARY	BETRAG AMOUNT  <b>US\$ 140.000.-</b>
--	---	---	---

WIE WEISUNGEN VOM/ YOUR INSTRUCTIONS OF:

**11.9.89 Besuch BF**

VIS:

WERTWALDE

HOCHACHTUNGSBEFUGIGTE UNTERSCHRIFTEN  
VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

ANZEIGEN BIS SFR. 50.000.- ODER GEGENWERT TRAGEN NUR EINE RECHTSGÜLTIGE UNTERSCHRIFT  
ADVICES UP TO SFRCS. 50,000.- OR COUNTERVALUE BEAR ONLY ONE QUALIFIED SIGNATURE

*elave*



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 96-03-08  
Obtained By: Fiegenwald  
Exhibit No.: 95-27  
Item No.: 16  
Location: Pelosse

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank Statements for account  
235. 972. 010



11 11 2

**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**

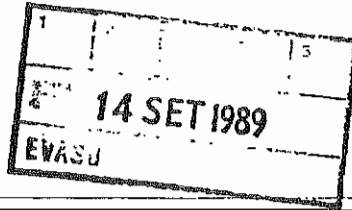
BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION

FL-9490 VADUZ, LIECHTENSTEIN · TELEFON 075 / 5 66 55 · TELEX 889 300 · TELEFAX 075 / 2 66 97 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPBV LI 22

**BELASTUNGSANZEIGE**

FL-9490 VADUZ 12.09.1989 REF.: BG/HAP KONTO: KONTOKORRENT 235.972.037  
ACCOUNT: KONTOKORRENT

IHRE WEISUNGEN  
VOM: 11.9.89



I.A.L. INTERNATIONAL  
AIRCRAFT LEASING LIMITED  
9490 VADUZ

SWIFT-UEBERWEISUNG GEMAESS BEILAGE

BETRAG/AMOUNT

WERT/VALUE

US\$ 40'000.00 12.09.89

MIT FREUNDLICHEN GRÜSSEN / VERY TRULY YOURS  
VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

Anzeigen bis Sfr. 50'000.-- oder Gegenwert tragen nur ein Visum.  
Advice up to Sfrcs. 50'000.-- or countervalue bear only a visa.

**ÜBERWEISUNGS-AUFTRAG/PAYMENT ORDER**

**Kopie für Ihre Akten/Copy for your files**

BITTE ÜBERWEISEN SIE ZU LASTEN KONTO  
PLEASE REMIT TO THE DEBIT OF ACCOUNT

Verwaltungs- und Privat-Bank  
Aktiengesellschaft  
Private Trust Bank Corporation  
9490 Vaduz

Korrent US\$ 235.972.037

I.A.L International  
Aircraft Leasing Limited  
Vaduz

EMPFÄNGER  
BENEFICIARY

Konto Nr. 18679

BANK-POSTCHECKKONTO  
BANK ACCOUNT

SBV, Zürich  
z.Hd. Herrn  
Stöbel

MITTEILUNGEN AN DEN EMPFÄNGER  
INFORMATION TO THE BENEFICIARY

BETRAG  
AMOUNT

US\$ 40'000.--

ohne Nennung des Auftraggebers

375  
309, -- TOTAL

DATUM/DATE 11.9.89 Besuch BF



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 95-05-04  
Obtained By: Sgt. Fiegenwald  
Exhibit No.: 95-07  
Item No.: 1  
Location: \_\_\_\_\_

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No \_\_\_\_\_

75-76-77-78  
79-80-81-82-  
83-84-85-86-  
87-88-89-90-  
91-92-93-94-9  
96-97-98-99-100  
101.

### COMMENTS

Documents obtained from Stevie Cameron. Translated copy included.

Clone: 1-2-3-4-5-7-8-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-56-57-58-59-60-61-62-63-64-65-66-67-68-70-71-72-73-74-



# VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

BANQUE PRIVEE DE GERANCE SOCIETE ANONYME - PRIVATE TRUST BANK CORPORATION

FL-9490 VADUZ, LIECHTENSTEIN · TELEFON (075) 5 66 55 · TELEX 889 200 · TELEFAX (075) 2 66 97 · POSTSCHECKKONTO 90 8291 5 · SWIFF VPBV LI 22

85  
11

FL-9490 VADUZ

REF:

Korrent US\$

215.972.03

I.A.L International  
Aircraft Leasing Limited  
Vaduz

WIR HABEN SIE WIE FOLGT BELASTET:  
WE HAVE DEBITED YOU AS FOLLOWS:

EMPFANGER  
BENEFICIARY

BANK-POSTCHECKKONTO  
BANK ACCOUNT

MITTEILUNGEN AN DEN EMPFANGER  
INFORMATION TO THE BENEFICIARY

BETRAG  
AMOUNT

Konto Nr. 18679

SBV, Zürich  
z.Hd. Herrn  
Stsobel

US\$ 40.000.--

ohne Nennung des Auftraggebers  
=====

IRE WEISUNGEN VOM/YOUR INSTRUCTIONS OF:

11.9.39 Besuch BF

VIS:

WERT/VALUE = Fr. 3500.--

HOCHACHTUNGSVOLL/VERY TRUST  
VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

ANZEIGEN BIS SFR. 50.000.- ODER GEGENWERT TRAGEN NUR EINE RECHTSGÜLTIGE UNTERSCHRIFT  
ADVICES UP TO SFRCS. 50.000.- OR COUNTERVALUE BEAR ONLY ONE QUALIFIED SIGNATURE



VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

BANQUE PRIVEE DE GERANCE SOCIETE ANONYME - PRIVATE TRUST BANK CORPORATION

FL-9490 VADUZ, LIECHTENSTEIN · TELEFON (075) 5 66 55 · TELEX 889 200 · TELEFAX (075) 2 66 97 · POSTSCHECKKONTO 90 82 91 5 · SWIFF VPBV LI 22

FL-9490 VADUZ

REF:

Current account  
Korrent US\$

215.972.03

I.A.L International  
Aircraft Leasing Limited  
Vaduz

WIR HABEN SIE FOLGEND BELASTET.  
WE HAVE DEBITED YOU AS FOLLOWS

EMPFÄNGER BENEFICIARY	BANK-POSTCHECKKONTO BANK ACCOUNT	MITTEILUNGEN AN DEN EMPFÄNGER (INFORMATION TO THE BENEFICIARY)	BETRAG (AMOUNT)
Account No. Konto Nr. 18679	SBV (Swiss Banking Assoc.) Zürich SBV, Zürich z.Hd. Herrn Strobel	Alt. Mr. Strobel	US\$ 40'000.-
Person placing order not identified ohne Nennung des Auftraggebers =====			

WIR WEISUNGEN VOM/ YOUR INSTRUCTIONS OF

11.9.89 Besuch BR (pers. initials)  
Visit

WERT/VALUE = Fr. 2985.-

HOCHACHTUNGSVOLL/VERY TRUST  
VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

ANZEIGEN BIS SFRL 50.000.- ODER GEGENWERT TRAGEN NUR EINE RECHTSGÜLTIGE UNTERSCHRIFT  
ADVICES UP TO SFRLS. 50,000.- OR COUNTER-VALUE BEAR ONLY ONE QUALIFIED SIGNATURE.

Clone



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 96-03-08  
Obtained By: Fiegenwald  
Exhibit No.: 95-27  
Item No.: 16  
Location: Pelosi

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank statement for account  
235.972.037

30



**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**  
 BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME – PRIVATE TRUST BANK CORPORATION  
 IM ZENTRUM · POSTFACH 885 · FL-9490 VADUZ · LIECHTENSTEIN

Kontoinhaber / Holder of Account

Seite / Page  
6

**I.A.L. INTERNATIONAL  
 AIRCRAFT LEASING LIMITED**

9490 VADUZ

Tagesauszug / Daily Statement

Konto / Account No. <b>235.972.037</b>	Kontobezeichnung / Type of Account <b>KONTOKORRENT</b>	Datum / Date <b>12.12.89</b>
---	---	---------------------------------

Text / Description	Wert / Value	Soll / Debit US\$	Haben / Credit US\$					
UEBERWEISG BANQUE FRANCAISE	13.12.89		180'000.00					
<div style="border: 1px solid black; padding: 2px;"> <table border="1" style="width: 100%; text-align: center;"> <tr> <td>1</td> <td>2</td> <td>3</td> <td>1</td> <td>1</td> </tr> </table> <p>1 = Frankoposten / Free of charges</p> <p><b>14 DIC 1989</b></p> <p>EVASD</p> </div>		1	2	3	1	1	Saldo zu Ihren Lasten Balance in our favour	Saldo zu Ihren Gunsten Balance in your favour
1	2	3	1	1				
			<b>210'043.94</b>					

TELEFON 075/5 66 55 · TELEFAX 075/2 66 97 · TELEX 889 200 · POSTCHECK CH 90-8291-5 · D 3006 36-603 FFM · SWIFT VPBV LI 22

S.E.B.O.



**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**

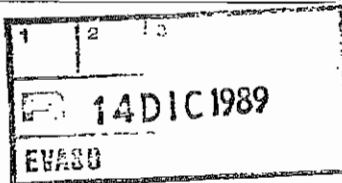
BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME – PRIVATE TRUST BANK CORPORATION

FL-9490 VADUZ, LIECHTENSTEIN · TELEFON 075/5 66 55 · TELEX 889 300 · TELEFAX 075/2 66 97 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPBV LI 22

14

GUTSCHRIFTSANZEIGE

FL-9490 VADUZ    12.12.1989    REF: BG/G88    KONTO: ACCOUNT: KONTOKORRENT    235.972.037



**I.A.L. INTERNATIONAL  
 AIRCRAFT LEASING LIMITED**

9490 VADUZ

UEBERWEISUNG DER BANQUE FRANCAISE DU  
 COMMERCE EXTERIEUR, 21, BOULEVARD  
 HAUSSMANN, F-75009 PARIS/FRANCE.

"SC 8148"

BETRAG/AMOUNT

WERT/VALUE

US\$    180'000.00    13.12.89

MIT FREUNDLICHEN GRÜßEN / VERY TRULY YOURS  
 VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

Anzeigen bis Sfr. 50 000 – oder Gegenwert tragen nur ein  
 Advice up to Sfr. 50 000 – or counter value bear only one

130 (inc. 47)

VIS.

*Clare*



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 96-03-08  
Obtained By: Fiegenwald  
Exhibit No.: 95-27  
Item No.: 16  
Location: Belasse

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank statements for account  
235. 972. 010



15 113

**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**

BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION  
 FL-9490 VADUZ, LIECHTENSTEIN · TELEFON 075 '5 66 55 · TELEX 889 300 · TELEFAX 075 '2 66 97 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPBV LI 22

**BELASTUNGSANZEIGE**

FL-9490 VADUZ 18.12.1989 REF.: 36/HAP KONTO, ACCOUNT: KONTOKORRENT 235.972.037

IHRE WEISUNGEN  
 VOM: 15.12.1989

I.A.L. INTERNATIONAL  
 AIRCRAFT LEASING LIMITED  
 9490 VADUZ

	BETRAG / AMOUNT	WERT / VALUE
SWIFT-UEBERWEISUNG AN SCHWEIZ. BANKVEREIN ZUERICH ATT. HERRN ANDRE STROBEL ZU GUNSTEN: KTO.NR. 18679 AUFTRAGS EINES KUNDEN	US\$ 180'000.00	18.12.89

MIT FREUNDLICHEN GRÜSSEN / VERY TRULY YOURS  
 VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

Anzeigen bis Sfr. 50 000.— oder Gegenwert tragen nur ein  
 Advice up to Sfrs. 50 000.— or countervalue bear only a

77010688

**ÜBERWEISUNGS-AUFTRAG / PAYMENT ORDER**

**Kopie für Ihre Akten / Copy for your files**

Verwaltungs- und Privat-Bank  
 Aktiengesellschaft  
 Private Trust Bank Corporation  
 9490 Vaduz

BITTE ÜBERWEISEN SIE ZU LASTEN KONTO  
 PLEASE REMIT TO THE DEBIT OF ACCOUNT

US\$ 180'000.00  
 KONTOKORRENT 235.972.037

I.A.L. INTERNATIONAL  
 AIRCRAFT LEASING LIMITED  
 9490 VADUZ

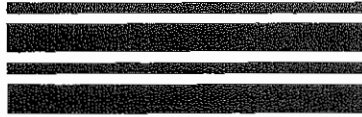
EMPFÄNGER BENEFICIARY	BANK-POSTCHECKKONTO BANK ACCOUNT	MITTEILUNGEN AN DEN EMPFÄNGER INFORMATION TO THE BENEFICIARY	BETRAG AMOUNT
Konto Nr. 18679	S.B.V., Zürich		US\$ 180'000.--
	Rubrik IAL z.Hd. Herrn André Strobel		

ohne Nennung des Auftragberes

Bitte telegraphisch ausführen

TOTAL US\$ 180'000.--

Clone



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 96-03-08  
Obtained By: Fiegenwald  
Exhibit No.: 95-27  
Item No.: 16  
Location: Pelosi

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank statement for account

235.972.037

29



**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**  
 BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION  
 IM ZENTRUM · POSTFACH 885 · FL-9490 VADUZ · LIECHTENSTEIN

Kontoinhaber / Holder of Account

Seite / Page  
5

**I.A.L. INTERNATIONAL**  
**AIRCRAFT LEASING LIMITED**

9490 VADUZ

**Tagesauszug / Daily Statement**

Konto / Account No. 235.972.037	Kontobezeichnung / Type of Account KONTOKORRENT	Datum / Date 28.11.89
------------------------------------	--	--------------------------

Text / Description	Wert / Value	Soll / Debit US\$	Haben / Credit US\$
UEBERWEISG BANQUE FRANCAISE	29.11.89		30'000.00
1 = Frankoposten / Free of charges		Saldo zu Ihren Lasten Balance in our favour	Saldo zu Ihren Gunsten Balance in your favour 30'043.94

TELEFON 075 / 566 55 · TELEFAX 075 / 266 97 · TELEX 889 200 · POSTCHECK CH 90-8291-5, D 3006 36-603 FFM · SWIFT VPBV LI 22

S.E.80.



**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**

BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION

FL-9490 VADUZ, LIECHTENSTEIN · TELEFON 075 / 566 55 · TELEX 889 200 · TELEFAX 075 / 266 97 · POSTCHECK KONTOKONTO 90-8291-5 · SWIFT VPBV LI 22

13

GUTSCHRIFTSANZEIGE

FL-9490 VADUZ · 28.11.1989 · REF. BG/06M · KONTO: KONTOKORRENT · 235.972.037

18 - 1 DIC 1989

**I.A.L. INTERNATIONAL**  
**AIRCRAFT LEASING LIMITED**

9490 VADUZ

BETRAG / AMOUNT	WERT / VALUE
180 30'000.00	29.11.89
UEBERWEISUNG DER BANQUE FRANCAISE DU COMMERCE EXTERIEUR, 21, BOULEVARD HAUSSE- MANN, F-75009 PARIS / FRANCE	

MIT FREUNDLICHEN GRUSSEN · VERY TRULY YOURS

VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT  
 AGC01026

*elane*



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 960308  
Obtained By: Fiegenwald  
Exhibit No.: 95-27  
Item No.: 16  
Location: Belosse

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank Statements for account  
235. 972. 010





16 114

# VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION

FL-9490 VADUZ, LIECHTENSTEIN · TELEFON 075 / 566 55 · TELEX 889 300 · TELEFAX 075 / 266 97 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPBV LI 22

## BELASTUNGSANZEIGE

FL-9490 VADUZ 22.12.1989 REF: BG/HAF KONTO: KONTOKORRENT 235.972.037  
ACCOUNT:

IHRE WEISUNGEN  
VOM: 19.12.1989

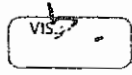
I.A.L. INTERNATIONAL  
AIRCRAFT LEASING LIMITED

9490 VADUZ

	BETRAG/AMOUNT	WERT/VALUE
SWIFT-UEBERWEISUNG GEMAESS BEILAGE		
	US\$ 30'000.00	22.12.89

MIT FREUNDLICHEN GRÜSSEN / VERY TRULY YOURS

VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT



Anzeigen bis Sfr. 50'000.- oder Gegenwert tragen nur ein Visum.  
Advice up to Sfrs. 50'000.- or countervalue bear only a visa.

## ÜBERWEISUNGS-AUFTRAG/PAYMENT ORDER

### Kopie für Ihre Akten/Copy for your files

BITTE ÜBERWEISEN SIE ZU LASTEN KONTO  
PLEASE REMIT TO THE DEBIT OF ACCOUNT

Verwaltungs- und Privat-Bank  
Aktiengesellschaft  
Private Trust Bank Corporation  
9490 Vaduz

US\$ ~~XXX~~ KONTOKORRENT

235.972.037  
~~XXX~~

I.A.L. INTERNATIONAL  
AIRCRAFT LEASING LIMITED

9490 VADUZ

EMPFÄNGER BENEFICIARY	BANK-POSTCHECKKONTO BANK ACCOUNT	MITTEILUNGEN AN DEN EMPFÄNGER INFORMATION TO THE BENEFICIARY	BETRAG AMOUNT
Konto Nr. 18679	S.B.V. Zürich Rubrik IAL z. Hd. Hr. André Strobel		US\$ 30'000.---
ohne Nennung des Auftraggebers		Bitte telegraphisch ausführen	

TOTAL  
US\$ 30'000.--

Clone



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 96-03-08  
 Obtained By: Fiegenwald  
 Exhibit No.: 95-27  
 Item No.: 16  
 Location: Pelosi

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank Statement for account  
235.972.037



VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT  
 BANQUE PRIVEE DE GERANCE SOCIETE ANONYME - PRIVATE TRUST BANK CORPORATION  
 IM ZENTRUM - POSTFACH 885 - FL-9490 VADUZ - LIECHTENSTEIN

Kontoinhaber / Holder of Account Seite / Page 2

Tagesauszug / Daily Statement

15 FEB 1990

I.A.L. INTERNATIONAL  
 AIRCRAFT LEASING LIMITED

9490 VADUZ

Konto / Account No. 235.972.037	Kontobezeichnung / Type of Account KONTOKORRENT	Datum / Date 13.02.90
------------------------------------	--	--------------------------

Text / Description	Wert / Value	Soll / Debit	US\$	Haben / Credit	US\$
UEBERWEISG BQU. FRANCAISE COMM.	14.02.90			366'000.00	
J = Frankoposten / Free of charges		Saldo zu Ihren Lasten Balance in our favour		Saldo zu Ihren Gunsten Balance in your favour	
				366'000.00	

TELEFON 075 / 5 66 55 · TELEFAX 075 / 2 66 97 · TELEX 889 200 · POSTCHECK CH 90-8291-5 · D 3006 36-603 FFM · SWIFT VPBV LI 22

S.E.80

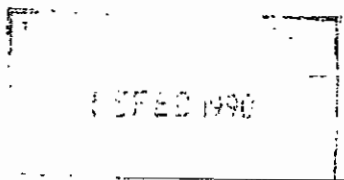


VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT  
 BANQUE PRIVEE DE GERANCE SOCIETE ANONYME - PRIVATE TRUST BANK CORPORATION

FL-9490 VADUZ, LIECHTENSTEIN · TELEFON 075 / 5 66 55 · TELEX 889 300 · TELEFAX 075 / 2 66 97 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPBV LI 22

GUTSCHRIFTSANZEIGE

FL-9490 VADUZ 13.02.1990 REF: BG/DIS KONTO: ACCOUNT: KONTOKORRENT 235.972.037



I.A.L. INTERNATIONAL  
 AIRCRAFT LEASING LIMITED

9490 VADUZ

	BETRAG / AMOUNT	WERT / VALUE
UBERWEISUNG DER BANQUE FRANCAISE DU COMMERCE ESTERIEUR: 21 BOULEVARD HAUSSMANN, F-75009 PARIS	US\$ 366'000.00	14.02.90

MIT FREUNDLICHEN GRÜßEN VERY TRULY YOURS  
 VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

Clone



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 96-03-08

Obtained By: Fiegenwald

Exhibit No.: 95-27

Item No.: 16

Location: Pelosi

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank Statement for account  
235.972.037

\_\_\_\_\_

\_\_\_\_\_



**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**  
 BANQUE PRIVEE DE GERANCE SOCIETE ANONYME - PRIVATE TRUST BANK CORPORATION  
 IM ZENTRUM · POSTFACH 885 · FL-9490 VADUZ · LIECHTENSTEIN

Kontoinhaber / Holder of Account

Seite / Page 4

**Tagesauszug / Daily Statement**

Konto / Account No. <b>235.972.037</b>	Kontobezeichnung / Type of Account <b>KONTOKORRENT</b>	Datum / Date <b>28.02.90</b>
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**I.A.L. INTERNATIONAL  
 AIRCRAFT LEASING LIMITED**  
 9490 VADUZ - 2 MAR 1990

Text / Description	Wert / Value	Soll / Debit US\$	Haben / Credit US\$
UEBERWEISG BANQUE FRANCAISE UEBERTRAG AT CALL US\$	1 01.03.90 02.03.90	385'000.00	385'000.00
1 = Frankoposten / Free of charges		Saldo zu Ihren Lasten Balance in our favour	Saldo zu Ihren Gunsten Balance in your favour <b>1'000.00</b>

TELEFON 075 / 5 66 55 · TELEFAX 075 / 2 66 97 · TELEX 889 200 · POSTCHECK CH 90-8291-5, D 3006 36-603 FFM · SWIFT VPBV LI 22

S.E.80



**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**

BANQUE PRIVEE DE GERANCE SOCIETE ANONYME - PRIVATE TRUST BANK CORPORATION  
 FL-9490 VADUZ, LIECHTENSTEIN · TELEFON 075 5 66 55 · TELEX 889 300 · TELEFAX 075 / 2 66 97 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPBV LI 22

GUTSCHRIFTGANGZELLE

9490 VADUZ 27 03 1990 REF. 78-088 KONTO: KONTOKORRENT 235.972.037

**I.A.L. INTERNATIONAL  
 AIRCRAFT LEASING LIMITED**  
 9490 VADUZ

UEBERWEISUNG VPP BANQUE FRANCAISE DU  
 COURAGE ENTREPRENEUR, PARIS

BETRAG / AMOUNT

WERT VALUE

US\$ 385'000.00 01.03.90

MIT FREUNDLICHEN GRUSSEN · VERY TRULY YOURS  
**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 95-05-04  
Obtained By: Sgt. Fissenwald  
Exhibit No.: 95-07  
Item No.: 1  
Location: \_\_\_\_\_

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No \_\_\_\_\_

75-76-77-78  
79-80-81-82-  
83-84-85-86-  
87-88-89-90-  
91-92-93-94-9  
96-97-98-99-100  
101.

### COMMENTS

Documents obtained from  
Stevie Cameron. Translated copy included.

Clone: 1-2-3-4-5-7-8-10-11-12-13-  
14-15-16-17-18-19-20-21-22-23-24-  
25-26-27-28-29-30-31-32-33-34-35-  
39-40-41-42-43-44-45-46-47-48-49-  
50-51-52-53-54-56-57-58-59-60-61-  
62-63-64-65-66-67-68-70-71-72-73-74-

101.



**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**

BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION  
FL-9490 VADUZ, LIECHTENSTEIN · TELEFON 075 / 5 66 55 · TELEX 889 300 · TELEFAX 075 / 2 66 97 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPBV LI 22

⑤

**GUTSCHRIFTSANZEIGE**

FL-9490 VADUZ      28.02.1990      REF.: BG/DSG      KONTO: KONTOKORRENT      235.972.037  
ACCOUNT:

1 2 3 4 5  
-2 MAR 1990  
E

I.A.L. INTERNATIONAL  
AIRCRAFT LEASING LIMITED  
9490 VADUZ

	BETRAG / AMOUNT	WERT / VALUE
UEBERWEISUNG DER BANQUE FRANCAISE DU COMMERCE EXTERIEUR, F-75009 PARIS	US\$ 385'000.00	01.03.90

MIT FREUNDLICHEN GRÜSSEN / VERY TRULY YOURS  
VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

77010689

VIS.

Anzeigen bis Sfr. 50'000.- oder Gegenwert / gegen ein Visum  
Advice up to Sfrcs. 50'000.- or countervalue bear only a visa.



VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT  
BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION  
FL-9490 VADUZ, LIECHTENSTEIN - TELEFON 075/5 66 55 - TELEX 889 300 - TELEFAX 075/2 66 97 - POSTSCHECKKONTO 90-8291-5 - SWIFT VPBV LI 22

⑤

GUTSCHRIFTSANZEIGE *Credit Notice*

FL-9490 VADUZ 28.02.1990 REF.: BG/OSG KONTO: KONTOKORRENT 235.972.037  
ACCOUNT: *Current account*

1 2 3 4 5  
-2 MAR 1990  
Et

I.A.L. INTERNATIONAL  
AIRCRAFT LEASING LIMITED

9490 VADUZ

*Transfer from the*  
UEBERWEISUNG DER BANQUE FRANCAISE DU  
COMMERCE EXTERIEUR, F-75009 PARIS

BETRAG/AMOUNT

WERT/VALUE

US\$ 385'000.00 01.03.90

MIT FREUNDLICHEN GRÜSSEN / VERY TRULY YOURS  
VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

VIS.

Anzeigen bis Sfr. 50'000.- oder Gegenwert (gegen ein Visum)  
Advice up to Sfrs. 50'000.- or countervalue (with a visa)

77010649





# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 95-05-04

Obtained By: Sgt. Fissenwald

Exhibit No.: 95-07

Item No.: 1

Location: \_\_\_\_\_

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No \_\_\_\_\_

75-76-77-78  
79-80-81-82-  
83-84-85-86-  
87-88-89-90-  
91-92-93-94-9  
96-97-98-99-100  
101.

### COMMENTS

Documents obtained from  
Stevie Cameron. Translated copy included.

Clone: 1-2-3-4-5-6-7-8-9-10-11-12-13-  
14-15-16-17-18-19-20-21-22-23-24-  
25-26-27-28-29-30-31-32-33-34-35-  
39-40-41-42-43-44-45-46-47-48-49-  
50-51-52-53-54-55-56-57-58-59-60-61-  
62-63-64-65-66-67-68-70-71-72-73-74-

101.



**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**

BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION  
FL-9490 VADUZ, LIECHTENSTEIN · TELEFON 075/5 66 55 · TELEX 889 300 · TELEFAX 075/2 66 97 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPRV LI 22

GUTSCHRIFTSANZEIGE

FL-9490 VADUZ 28.02.1990 REF.: BG/DSG KONTO: KONTOKORRENT 235.972.037  
ACCOUNT:

1 2 3 4 5  
-2 MAR 1990  
EV

I.A.L. INTERNATIONAL  
AIRCRAFT LEASING LIMITED  
9490 VADUZ

	BETRAG/AMOUNT	WERT/VALUE
UEBERWEISUNG DER BANQUE FRANCAISE DU COMMERCE EXTERIEUR, F-75009 PARIS	US\$ 385'000.00	01.03.90

MIT FREUNDLICHEN GRÜSSEN / VERY TRULY YOURS  
VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

770.06.89

VIS:

Anzeigen bis Sfr. 50'000.- oder Gegenwert in jeder Währung  
Advice up to Sfrcs. 50'000.- or countervalue in any currency



VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION  
FL-9490 VADUZ, LIECHTENSTEIN - TELEFON 075/5 66 55 - TELEX 889 300 - TELEFAX 075/2 66 97 - POSTSCHECKKONTO 90-9291-5 - SWIFT VPBV LI 22

GUTSCHRIFTSANZEIGE *Credit Notice*

FL-9490 VADUZ 28.02.1990 REF.: BG/DSG KONTO: KONTOKORRENT 235.972.037  
ACCOUNT: *Current account*

1	2	3	4	5
- 2 MAR 1990				
Et				

I.A.L. INTERNATIONAL  
AIRCRAFT LEASING LIMITED

9490 VADUZ

*Transfer from the*  
UEBERWEISUNG DER BANQUE FRANCAISE DU  
COMMERCE EXTERIEUR, F-75009 PARIS

BETRAG/AMOUNT

WERT/VALUE

US\$ 385'000.00 01.03.90

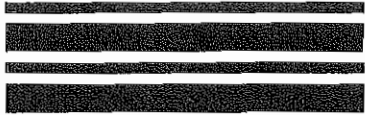
MIT FREUNDLICHEN GRÖSSEN / VERY TRULY YOURS  
VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

77010689

VIS.

Anzeigen bis Sfr. 50'000.- oder Gegenwert (gegen ein Visum)  
Advice up to Sfrcs. 50'000.- or countervalue (with daily visa)

*lane*



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 96-03-08  
Obtained By: Fiegenwald  
Exhibit No.: 95-27  
Item No.: 16  
Location: Pelosse

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank statements for account  
235. 772. 010

6!  
115

**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**

BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION  
 FL-9490 VADUZ, LIECHTENSTEIN · TELEFON 075 5 66 55 · TELEX 889 300 · TELEFAX 075/2 66 97 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPBV LI 22

BELASTUNGSANZEIGE

FL-9490 VADUZ 20.03.1996 REF: 545.181 KONTO/ACCOUNT: KONTOKORRENT 235.972.037

IHRE WEISUNGEN  
 JOMT 12.3.96

I.A.L. INTERNATIONAL  
 AIRCRAFT LEASING LIMITED  
 9490 VADUZ

SWIFT-UEBERWEISUNG GEMAESSE BEILAGE	BETRAG/AMOUNT	WERT/VALUE
	US\$ 751'000.00	23.03.90

MIT FREUNDLICHEN GRÜßEN / VERY TRULY YOURS  
 VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

Anzeigen bis Sfr. 50'000.- oder Gegenwert tragen nur ein Visum.  
 Advice up to Sfrs. 50'000.- or countervalue bear only a visa.

**ÜBERWEISUNGS-AUFTRAG/PAYMENT ORDER**

**Kopie für Ihre Akten/Copy for your files**

BITTE ÜBERWEISEN SIE ZU LASTEN KONTO  
 PLEASE REMIT TO THE DEBIT OF ACCOUNT

Verwaltungs- und Privat-Bank  
 Aktiengesellschaft  
 Private Trust Bank Corporation  
 9490 Vaduz

US\$ ~~545.181~~ KONTOKORRENT 235.972.037  
 I.A.L. INTERNATIONAL  
 AIRCRAFT LEASING LIMITED  
 9490 VADUZ

EMPFÄNGER BENEFICIARY	BANK-POSTCHECKKONTO BANK ACCOUNT	MITTEILUNGEN AN DEN EMPFÄNGER INFORMATION TO THE BENEFICIARY	BETRAG AMOUNT
Schweizer. Bankverein, Zürich	Kto 18679 Zürich IAL	z.Hd. Hr. André Ströbel	\$ 751'000.--
Wir bitten Sie das Postcheckkonto Nr. 235.972.061 aufzulösen.			TOTAL \$ 751'000.--

Clone



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 96-03-08  
Obtained By: Frogerwald  
Exhibit No.: 95-27  
Item No.: 16  
Location: Pelossi

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank statement for account  
235.972.037

333



**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**  
 BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME – PRIVATE TRUST BANK CORPORATION  
 IM ZENTRUM · POSTFACH 885 · FL-9490 VADUZ · LIECHTENSTEIN

Kontoinhaber / Holder of Account

Seite / Page  
6

**I.A.L. INTERNATIONAL  
 AIRCRAFT LEASING LIMITED**

9490 VADUZ

**Tagesauszug / Daily Statement**

Konto / Account No. <b>235.972.037</b>	Kontobezeichnung / Type of Account <b>KONTOKORRENT</b>	Datum / Date <b>26.03.90</b>
---	---	---------------------------------

Text / Description	Wert / Value	Soll / Debit US\$	Haben / Credit US\$
UEBERWEISG BQUE. FRANC. COMM. UEBERTRAG AT CALL US\$	1 27.03.90 28.03.90	385'000.00	387'000.00
1 = Frankoposten / Free of charges		Saldo zu Ihren Lasten Balance in our favour	Saldo zu Ihren Gunsten Balance in your favour <b>3'000.00</b>

TELEFON 075 / 5 66 55 · TELEFAX 075 / 2 66 97 · TELEX 889 200 · POSTCHECK CH 90-8291-5, D 3006 36-603 FFM · SWIFT VPBV LI 22

S.E.B.O.



**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**

BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME – PRIVATE TRUST BANK CORPORATION  
 FL-9490 VADUZ, LIECHTENSTEIN · TELEFON 075 / 5 66 55 · TELEX 889 300 · TELEFAX 075 2 66 97 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPBV LI 22

**GUTSCHRIFTSANZEIGE**

L-9490 VADUZ    26.03.1990    REF: BG/BET    KONTO: KONTOKORRENT    235.972.037

**I.A.L. INTERNATIONAL  
 AIRCRAFT LEASING LIMITED**

9490 VADUZ

BETRAG / AMOUNT	WERT / VALUE
US\$ 387'000.00	27.03.90

UEBERWEISUNG AUFTRAGS BANQUE FRANCAISE  
 DU COMMERCE, EXTERIEUR, F-75009 PARIS/  
 FRANCE

MIT FREUNDLICHEN GRÜSSEN · VERY TRULY YOURS  
 VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

*elane*



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 96-03-08  
Obtained By: Frogenwald  
Exhibit No.: 95-27  
Item No.: 16  
Location: Pelossi

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank statements for account  
235. 972. 010



**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**

BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION

FL-9490 VADUZ, LIECHTENSTEIN · TELEFON 075/5 66 55 · TELEX 889 300 · TELEFAX 075/2 66 97 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPBV LI 22

9116

**BELASTUNGSANZEIGE**

FL-9490 VADUZ      9.04.1990      REF.: BG/GSD      KONTO: KONTOKORRENT      ACCOUNT: 235.972.037

IHRE WEISUNGEN  
VOM: 6.4.1990

I.A.L. INTERNATIONAL  
AIRCRAFT LEASING LIMITED

9490 VADUZ

	BETRAG/AMOUNT	WERT/VALUE
SWIFT-UEBERWEISUNG GEMASS BEILAGE	US\$ 387'000.00	11.04.90

MIT FREUNDLICHEN GRÜSSEN / VERY TRULY YOURS  
**VERWALTUNG UND PRIVAT-BANK AKTIENGESELLSCHAFT**

Anzeigen bis Sfr. 50'000.- oder Gegenwert tragen nur ein Visa.  
Advice up to SFrs. 50'000.- or countervalue bear only a visa.

**ÜBERWEISUNGS-AUFTRAG/PAYMENT ORDER**

**Kopie für Ihre Akten/Copy for your files**

BITTE ÜBERWEISEN SIE ZU LASTEN KONTO  
PLEASE REMIT TO THE DEBIT OF ACCOUNT

Verwaltungs- und Privat-Bank  
Aktiengesellschaft

Private Trust Bank Corporation

9490 Vaduz

US\$ Kontokorrent

235.972.037

I.A.L. International  
Aircraft Leasing Limited

9490 Vaduz

EMPFÄNGER BENEFICIARY	BANK-POSTCHECKKONTO BANK ACCOUNT	MITTEILUNGEN AN DEN EMPFÄNGER INFORMATION TO THE BENEFICIARY	BETRAG AMOUNT
Schweiz. Bankverein, Zürich	Konto 18679 Rubrik I.A.L.	Hr. Strobel A.	\$ 387'000.
Wir bitten Sie das Konto at call 235.972.061 aufzulösen.			
TOTAL			\$ 387'000.--

DATUM/DATE Vaduz, 6. April 1990

Clone



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 96-03-08  
Obtained By: Fiegenwald  
Exhibit No.: 95-27  
Item No.: 16  
Location: Pelossi

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank statement for account  
235.972.037



**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**  
 BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION  
 IM ZENTRUM · POSTFACH 885 · FL-9490 VADUZ · LIECHTENSTEIN

Kontoinhaber/Holder of Account

Seite/Page  
13

Tagesauszug / Daily Statement

25 MAG 1990  
 EVL

**I.A.L. INTERNATIONAL  
 AIRCRAFT LEASING LIMITED**  
 9490 VADUZ

Konto / Account No. <b>235.972.037</b>	Kontobezeichnung / Type of Account <b>KONTOKORRENT</b>	Datum / Date <b>22.05.90</b>
---	---	---------------------------------

Text / Description	Wert / Value	Soll / Debit US\$	Haben / Credit US\$
<b>UEBERWEISG BANQUE FRANCAISE</b>	<b>23.05.90</b>		<b>40'000.00</b>
1 = Frankoposten / Free of charges		Saldo zu Ihren Lasten Balance in our favour	Saldo zu Ihren Gunsten Balance in your favour
<b>ATTRAKTIVE ZINSSAETZE AUF KASSEN- OBLIGATIONEN Z.B. 2 + 3 JAHRE 7 %</b>			<b>53'362.93</b>

TELEFON 075/56655 - TELEFAX 075/26697 - TELEX 889200 - POSTCHECK CH 90-8291-5, D 3006 36-603 FFM - SWIFT VPBV LI 22

S.E.80.



**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**

BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION  
 FL-9490 VADUZ LIECHTENSTEIN · TELEFON 075/56655 · TELEX 889300 · TELEFAX 075/26697 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPBV LI 22

12

FL-9490 VADUZ

REF.

KONTO:  
ACCOUNT.

BETRAG/AMOUNT

WERT/VALUE

MIT FREUNDLICHEN GRÜßEN / VERY TRULY YOURS  
 VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 95-05-04  
Obtained By: Sgt. Fiegenwald  
Exhibit No.: 95-07  
Item No.: 1  
Location: \_\_\_\_\_

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No \_\_\_\_\_

75-76-77-78  
79-80-81-82-  
83-84-85-86-  
87-88-89-90-  
91-92-93-94-9.  
96-97-98-99-100  
101.

### COMMENTS

Documents obtained from  
Stevie Cameron. Translated copy included.

Clone: 1-2-3-4-5-7-8-10-11-12-13-  
14-15-16-17-18-19-20-21-22-23-24-  
25-26-27-28-29-30-31-32-33-34-35-  
39-40-41-42-43-44-45-46-47-48-49-  
50-51-52-53-54-56-57-58-59-60-61-  
62-63-64-65-66-67-68-70-71-72-73-74-



# VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION

FL-9490 VADUZ, LIECHTENSTEIN · TELEFON 075 / 5 66 55 · TELEX 889 300 · TELEFAX 075 / 2 66 97 · POSTSCHECKKONTO 90-8291-5 · SWISS VIBUL 11 22

GUTSCHRIFTBANZEIGE

FL-9490 VADUZ      REF: 36708H      KONTO: KONTOKORRENT

I.A.L. INTERNATIONAL  
AIRCRAFT LEASING LIMITED

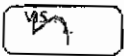
9490 VADUZ

	BETRAG/AMOUNT	WERT/VALUE
UEBERWEISUNG DER BANQUE FRANCAISE DU COMMERCE, 21, BOULEVARD HAUSSMANN, F-759009 PARIS / FRANCE	US\$ 40'000.00	23.05.90

MIT FREUNDLICHEN GRÜßEN / VERY TRULY YOURS  
VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

Anzeigen bis 9fr. 50'000.- über Gegenwert tragen nur eine Visa.  
Advice up to 5frcs. 50'000.- or countervalue bear only a visa.

770106 89





VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

BANQUE PRIVÉE DE GÉRANCE, SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION

FL-9490 VADUZ, LIECHTENSTEIN - TELEFON 075/5 66 55 - TELEX 889 300 - TELEFAX 075/2 66 97 - POSTSCHECKKONTO 90-8291-5 - SWIFT VBPV LI 22

12/65

GUTSCHRIFTBANZEIGE *Credit Notice*

FL-9490 VADUZ

REF. ZMA08H

KONTO:  
ACCOUNT:

KONTOKORREKT  
*Current account*

I.A.L. INTERNATIONAL  
AIRCRAFT LEASING LIMITED

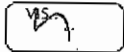
9490 VADUZ

<p><i>Transfer from the</i>          UEBERWEISUNG DER BANQUE FRANCAISE DU          COMMERCE, 21, BOULEVARD HAUSMANN,          F-75009 PARIS / FRANCE</p>	<p>BETRAG / AMOUNT</p> <p>US\$ 40'000.00</p>	<p>WERT / VALUE</p> <p>23.05.90</p>
--	--	-------------------------------------

MIT FREUNDLICHEN GRÜßEN / VERY TRULY YOURS  
VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

Anzeigen bis CHF. 50'000. - oder Gegenwert tragen nur ein Visum.  
Advice up to SFrcs. 50'000. - or countervalue bear only a visa.

770 106 89



Clone



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 96-03-08  
Obtained By: Fiegenwald  
Exhibit No.: 95-27  
Item No.: 16  
Location: Pelosi

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank Statement for account  
235.972.037



**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**  
 BANQUE PRIVEE DE GERANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION  
 IM ZENTRUM - POSTFACH 885 - FL-9490 VADUZ - LIECHTENSTEIN

Kontoinhaber / Holder of Account

Seite / Page  
15

**I.A.L. INTERNATIONAL  
 AIRCRAFT LEASING LIMITED**

9490 VADUZ

**Tagesauszug / Daily Statement**

Konto / Account No. 235.972.037	Kontobezeichnung / Type of Account KONTOKORRENT	Datum / Date 29.06.90
------------------------------------	--	--------------------------

Text / Description	1 2 3 4 5					Wert / Value	Soll / Debit US\$	Haben / Credit US\$
	F - 4 LUG. 1990							
UEBERTRAG AT CALL						29.06.90		50'000.00
UEBERWEISG					1	29.06.90	8'721.43	
UEBERWEISG BANQUE FRANC.D.COMM.						02.07.90		50'000.00
1 = Frankoposten / Free of charges FERIEN / REISEN 1990 BESTELLEN SIE JETZT IHRE REISECHECKS !							Saldo zu Ihren Lasten Balance in our favour	Saldo zu Ihren Gunsten Balance in your favour 94'641.50

TELEFON 075/56655 · TELEFAX 075/26697 · TELEX 889200 · POSTCHECK CH 90-8291-5, D 3006 36-603 FFM · SWIFT VPBV LI 22

S.E.80.



**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**

BANQUE PRIVEE DE GERANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION  
 FL-9490 VADUZ, LIECHTENSTEIN · TELEFON 075/56655 · TELEX 889300 · TELEFAX 075/26697 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPBV LI 22

**GUTSCHRIFTSANZEIGE**

L-9490 VADUZ 29.06.1990 REF: BG/WAL KONTO: ACCOUNT: KONTOKORRENT 235.972.037

**I.A.L. INTERNATIONAL  
 AIRCRAFT LEASING LIMITED**

9490 VADUZ

BETRAG / AMOUNT	WERT / VALUE
US\$ 50'000.00	02.07.90

UEBERWEISUNG DER BANQUE FRANCAISE DU  
 COMMERCE EXTERIEUR, F-75009 PARIS/FRANCE

MIT FREUNDLICHEN GRÜSSEN - VERY TRULY YOURS  
 VERWALTUNG UND PRIVAT-BANK AKTIENGESELLSCHAFT



Clone



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 96-03-08  
Obtained By: Fiegenwald  
Exhibit No.: 95-27  
Item No.: 16  
Location: Pelosi

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank statement for account  
235.972.037



**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**  
 BANQUE PRIVEE DE GERANCE SOCIETE ANONYME - PRIVATE TRUST BANK CORPORATION  
 IM ZENTRUM - POSTFACH 885 - FL-9490 VADUZ - LIECHTENSTEIN

Kontoinhaber / Holder of Account

Seite / Page  
2

Tagesauszug / Daily Statement

**I.A.L. INTERNATIONAL  
 AIRCRAFT LEASING LIMITED**

9490 VADUZ

Konto / Account No. <b>235.972.037</b>	Kontobezeichnung / Type of Account <b>KONTOKORRENT</b>	Datum / Date <b>16.07.90</b>
---	---	---------------------------------

Text / Description	Wert / Value	Soll / Debit US\$	Haben / Credit US\$
UEBERWEISG BANQUE FRANCAISE UEBERTRAG AT CALL US\$	16.07.90 1 17.07.90	280'000.00	276'000.00
1 = Frankoposten / Free of charges		Saldo zu Ihren Lasten Balance in our favour	Saldo zu Ihren Gunsten Balance in your favour
<b>ATTRAKTIVE ZINSSAETZE AUF KASSENBLIGATIONEN, Z. B. 2 JAHRE 7 % !</b>			<b>612.30</b>

TELEFON 075 / 566 55 · TELEFAX 075 / 266 97 · TELEX 889 200 · POSTCHECK CH 90-8291-5 · D 3006 36-603 FFM · SWIFT VPBV LI 22

S.E.80

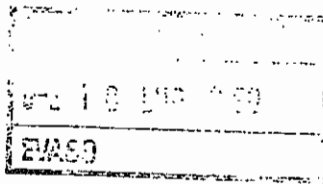


**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**

BANQUE PRIVEE DE GERANCE SOCIETE ANONYME - PRIVATE TRUST BANK CORPORATION  
 FL-9490 VADUZ, LIECHTENSTEIN · TELEFON 075 / 566 55 · TELEX 889 200 · TELEFAX 075 / 565 00 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPBV LI 22

GUTSCHRIFTSANZEIGE

FL-9490 VADUZ    16.07.1990    REF.: BG/GSS    KONTO: ACCOUNT.    KONTOKORRENT    235.972.037



I.A.L. INTERNATIONAL  
 AIRCRAFT LEASING LIMITED

9490 VADUZ

UEBERWEISUNG DER BANQUE FRANCAISE  
 DU COMMERCE EXTERI, PARIS.

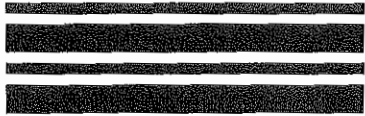
BETRAG / AMOUNT

WERT / VALUE

US\$ 276'000.00    16.07.90

MIT FREUNDLICHEN GRÜSSEN / VERY TRULY YOURS  
 VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

*Clare*



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 96-03-08  
Obtained By: Frogenwald  
Exhibit No.: 95-27  
Item No.: 16  
Location: Belasse

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank Statements for account  
235. 972. 010

# VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION

FL-9490 VADUZ, LIECHTENSTEIN · TELEFON 075/5 66 55 · TELEX 889 300 · TELEFAX 075/2 66 97 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPBV 11 22

## BELASTUNGSANZEIGE

FL-9490 VADUZ    20.07.1990    REF.: BG/DSG    KONTO: KONTOKORRENT    235.972.037  
ACCOUNT:

IHRE WEISUNGEN  
VOM: 18.7.1990

I.A.L. INTERNATIONAL  
AIRCRAFT LEASING LIMITED

9490 VADUZ

	BETRAG/AMOUNT	WERT/VALUE
SWIFT-UEBERWEISUNG GEMAESS BEILAGE.		
	US\$ 40'000.00	20.07.90

MIT FREUNDLICHEN GRÜßEN / VERY TRULY YOURS  
VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

Anzeigen bis Sfr. 50'000.- oder Gegenwert tragen nur ein Visum.  
Advice up to SFrcs. 50'000.- or countervalue bear only a visa.

VIS: ✓

## ÜBERWEISUNGS-AUFTRAG / PAYMENT ORDER

Kopie für Ihre Akten / Copy for your files

BITTE ÜBERWEISEN SIE ZU LASTEN KONTO  
PLEASE REMIT TO THE DEBIT OF ACCOUNT

Verwaltungs- und Privat-Bank  
Aktiengesellschaft

Private Trust Bank Corporation

9490 Vaduz

US\$ ~~500~~ KONTOKORRENT

235.972.037

I.A.L. INTERNATIONAL  
AIRCRAFT LEASING LIMITED

9490 VADUZ

EMPFÄNGER BENEFICIARY Schweiz. Bankverein Zürich	BANK-POSTCHECKKONTO BANK ACCOUNT Kto 18679 Banco IAL	MITTEILUNGEN AN DEN EMPFÄNGER INFORMATION TO THE BENEFICIARY > HJ. to Strobel A.	BETRAG AMOUNT US\$ 40'000.-
			TOTAL US\$ 40'000.-

DATUM/DATE

Elone



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 96-03-08  
Obtained By: Fiegenwald  
Exhibit No.: 95-27  
Item No.: 16  
Location: Pelosi

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank statement for account  
235.972.037



**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**  
 BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION  
 IM ZENTRUM · POSTFACH 885 · FL-9490 VADUZ · LIECHTENSTEIN

Kontoinhaber / Holder of Account

Seite / Page  
4

**Tagesauszug / Daily Statement**

Konto / Account No. <b>235.972.037</b>	Kontobezeichnung / Type of Account <b>KONTOKORRENT</b>	Datum / Date <b>14.08.90</b>
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**I.A.L. INTERNATIONAL  
 AIRCRAFT LEASING LIMITED**

9490 VADUZ

1	2	3	4	5
<b>R 17 AGO. 1990</b>				
<b>EVASO</b>				

Text / Description	Wert / Value	Soll / Debit US\$	Haben / Credit US\$
UEBERWEISG BANQUE FRANCAISE UEBERTRAG AT CALL US\$	15.08.90 1 16.08.90	140'000.00	140'000.00
1 = Frankoposten / Free of charges		Saldo zu Ihren Lasten Balance in our favour	Saldo zu Ihren Gunsten Balance in your favour
<b>ATTRAKTIVE ZINSSAETZE AUF KASSENBLIGATIONEN, Z. B. 2 JAHRE 7 % !</b>			<b>612.30</b>

TELEFON 075 / 5 66 55 · TELEFAX 075 / 5 65 00 · TELEX 889 200 · POSTCHECK CH 90-8291-5 · D 3006 06-60 111 M · SWIFT VPBV LI 22

S.E.8C



**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**

BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION  
 FL-9490 VADUZ, LIECHTENSTEIN · TELEFON 075/56655 · TELEX 889 300 · TELEFAX 075/56500 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPBV LI 22

19

<b>GUTSCHRIFTSANZEIGE</b>		<b>R 17 AGO 1990</b>		
FL-9490 VADUZ · 14.08.1990	REF.: BG/REP	KONTO: ACCOUNT:	KONTOKORRENT	EVASO 235.972.037

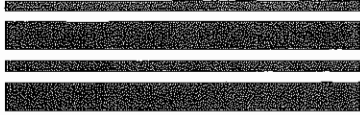
**I.A.L. INTERNATIONAL  
 AIRCRAFT LEASING LIMITED**

9490 VADUZ

BETRAG / AMOUNT	WERT / VALUE
US\$ 140'000.00	15.08.90
UEBERWEISUNG AUFTRAGS BANQUE FRANCAISE DU COMMERCE EXTERIEUR, 21, BOULEVARD HAUSSMANN, F-75009 PARIS	

MIT FREUNDLICHEN GRÜSSEN / VERY TRULY YOURS  
 VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

Clone



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 96-03-08  
Obtained By: Fiegenwald  
Exhibit No.: 95-27  
Item No.: 16  
Location: Pelosi

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank statement for account

235.972.037



**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**  
 BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME – PRIVATE TRUST BANK CORPORATION  
 IM ZENTRUM · POSTFACH 885 · FL-9490 VADUZ · LIECHTENSTEIN

Kontoinhaber / Holder of Account

Seite / Page  
8

**I.A.L. INTERNATIONAL  
 AIRCRAFT LEASING LIMITED**

**9490 VADUZ**

**Tagesauszug / Daily Statement**

Konto / Account No. <b>235.972.037</b>	Kontobezeichnung / Type of Account <b>KONTOKORRENT</b>	Datum / Date <b>24.10.90</b>
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Text / Description	Wert / Value	Soll / Debit US\$	Haben / Credit US\$
<b>UEBERWEISG BANQUE FRANCAISE UEBERTRAG AT CALL US\$</b>	<b>1 25.10.90 26.10.90</b>	<b>540'000.00</b>	<b>540'000.00</b>

1 = Frankoposten / Free of charges

**JEUES INFOSYSTEM: KURSE RUND UM DIE UHR -  
 IM VPBANK-SCHAUFENSTER, STAEDTLE 14**

Saldo zu Ihren Lasten  
Balance in our favour

Saldo zu Ihren Gunsten  
Balance in your favour

**863.00**

TELEFON 075 / 3 66 55 · TELEFAX 075 / 5 65 00 · TELEX 889 200 · POSTCHECK CH 90-8291-5, D 1006 36-601 FSN · SWIFT VPBV LI 22

S.E.B.O.



(24)

**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**

BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME – PRIVATE TRUST BANK CORPORATION  
 FL-9490 VADUZ, LIECHTENSTEIN · TELEFON 075/5 66 55 · TELEX 889 300 · TELEFAX 075/5 65 00 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPBV LI 22

**GUTSCHRIFTSANZEIGE**

FL-9490 VADUZ    24.10.1990    REF: BG/BSO    KONTO: KONTOKORRENT    ACCOUNT: 235.972.037

**I.A.L. INTERNATIONAL  
 AIRCRAFT LEASING LIMITED**

**9490 VADUZ**

	BETRAG / AMOUNT	WERT / VALUE
<b>UEBERWEISUNG DER BANQUE FRANCAISE DU COMMERCE EXTERIEUR, 21 BOULEVARD HAUSSMANN, 75009 PARIS/FRANCE.</b>	<b>US\$ 540'000.00</b>	<b>25.10.90</b>

MIT FREUNDLICHEN GRÜSSEN / VERY TRULY YOURS

VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT



*Elone*



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 96-03-08  
Obtained By: Fiegenwald  
Exhibit No.: 95-27  
Item No.: 16  
Location: Pelosi

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank statement for account  
235.972.037



**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**  
 BANQUE PRIVEE DE GERANCE SOCIETE ANONYME - PRIVATE TRUST BANK CORPORATION  
 IM ZENTRUM · POSTFACH 885 · FL-9490 VADUZ · LIECHTENSTEIN

Kontoinhaber / Holder of Account Seite / Page 10

**I.A.L. INTERNATIONAL  
 AIRCRAFT LEASING LIMITED**

9490 VADUZ

**Tagesauszug / Daily Statement**

Konto / Account No. <b>235.972.037</b>	Kontobezeichnung / Type of Account <b>KONTOKORRENT</b>	Datum / Date <b>19.11.90</b>
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Text / Description	Wert / Value	Soll / Debit <b>US\$</b>	Haben / Credit <b>US\$</b>
UEBERTRAG AT CALL USD	19.11.90		540'000.00
UEBERWEISG SBV ZUERICH	19.11.90	540'000.00	
UEBERWEISG BANQUE FRANCAISE	20.11.90		540'000.00
UEBERTRAG AT CALL US\$	1 21.11.90	540'000.00	
1 = Frankoposten / Free of charges		Saldo zu Ihren Lasten Balance in our favour	Saldo zu Ihren Gunsten Balance in your favour
<b>ATTRAKTIVE ZINSSAETZE AUF KASSENBLIGATIONEN, Z.B. 2 JAHRE 7%.</b>			<b>863.00</b>

TELEFON 075 5 66 55 · TELEFAX 075 5 65 00 · TELEX 889 200 · POSTSCHEK & CTU 90-8291-5, D 3006 36-603 FEM · SWIFT VPBV LI 22 S.E.80



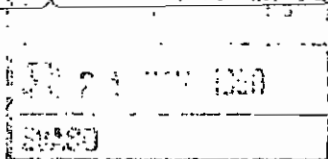
27

**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**

BANQUE PRIVEE DE GERANCE SOCIETE ANONYME - PRIVATE TRUST BANK CORPORATION  
 FL-9490 VADUZ, LIECHTENSTEIN · TELEFON 075/5 66 55 · TELEX 889 300 · TELEFAX 075/5 65 00 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPBV LI 22

**GUTSCHRIFTSANZEIGE**

FL-9490 VADUZ      REF:      KONTO: KONTOKORRENT      ACCOUNT: 235.972.037



**I.A.L. INTERNATIONAL  
 AIRCRAFT LEASING LIMITED**

9490 VADUZ

BETRAG / AMOUNT	WERT / VALUE
US\$ 540'000.00	20.11.90

UEBERWEISUNG DER BANQUE FRANCAISE  
 21, BOULEVARD DE LA REPUBLIQUE · 75001 PARIS  
 HAUSEMANN, 75008 PARIS

MIT FREUNDLICHEN GRÜßEN / VERY TRULY YOURS  
 VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 95-05-04  
Obtained By: Sgt. Fissenwald  
Exhibit No.: 95-04  
Item No.: 1  
Location: \_\_\_\_\_

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No \_\_\_\_\_

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79-80-81-82-  
83-84-85-86-  
87-88-89-90-  
91-92-93-94-9  
96-97-98-99-100  
101.

COMMENTS Documents obtained from  
Stevie Cameron. Translated copy included.

Clone: 1-2-3-4-5-7-8-10-11-12-13-  
14-15-16-17-18-19-20-21-22-23-24-  
25-26-27-28-29-30-31-32-33-34-35-  
39-40-41-42-43-44-45-46-47-48-49-  
50-51-52-53-54-56-57-58-59-60-61-  
62-63-64-65-66-67-68-70-71-72-73-74-



77.  
27

# VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION  
FL-9490 VADUZ, LIECHTENSTEIN · TELEFON 075/56655 · TELEX 889 300 · TELEFAX 075/56500 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPBV LI 22

## GUTSCHRIFTSANZEIGE

FL-9490 VADUZ 19.11.1990 REF: 06/086 KONTO: KONTOKORRENT ACCOUNT: 235.972.03

21 NOV 1990  
VADUZ

I.A.L. INTERNATIONAL  
AIRCRAFT LEASING LIMITED

9490 VADUZ

	BETRAG / AMOUNT	WERT / VALUE
UEBERWEISUNG DER BANQUE FRANCAISE DU COMMERCE EXTERIEUR, 21 BOULEVARD HAUSSMANN, F-75009 PARIS	US\$ 540'000.00	20.11.90

MIT FREUNDLICHEN GRÜßEN / VERY TRULY YOURS  
VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

Anzeigen bis Sfr. 50'000.- oder Gegenwert tragen nur ein Visum.  
Advice up to Sfrs. 50'000.- or countervalue bear only a visa.

770105.90

VIS.:



77  
27

**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**  
BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION  
FL-9490 VADUZ, LIECHTENSTEIN - TELEFON 075/56655 - TELEX 889 300 - TELEFAX 075/56500 - POSTSCHECKKONTO 90-8291-5 - SWIFT VPBV LI 22

GUTSCHRIFTSANZEIGE *Credit Notice*

FL-9490 VADUZ 19.11.1990

REF: 86/086

KONTO:  
ACCOUNT:

KONTOKORRENT  
*Account de courant*

235.972.03

21 NOV 1990  
EVASO

I.A.L. INTERNATIONAL  
AIRCRAFT LEASING LIMITED

9490 VADUZ

<p><i>Transfer from the</i> UEBERWEISUNG DER BANQUE FRANCAISE DU COMMERCE EXTERIEUR, 21 BOULEVARD HAUSMANN, F-75009 PARIS</p>	<p>BETRAG/AMOUNT</p> <p>US\$ 540'000.00</p>	<p>WERT/VALUE</p> <p>20.11.90</p>
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MIT FREUNDLICHEN GRÜSSEN / VERY TRULY YOURS  
VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

Anzeigen bis SFr. 50'000.- oder Gegenwert tragen nur ein Visum.  
Advice up to SFrs. 50'000.- or commervalue bear only a visa.

770105 90

VIS.:

*claw*



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 96-03-08  
Obtained By: Frogenwald  
Exhibit No.: 95-27  
Item No.: 16  
Location: Pelosse

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank statements for account  
235. 972. 010



26 117

**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**

BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION

FL-9490 VADUZ, LIECHTENSTEIN · TELEFON 075/56655 · TELEX 889 300 · TELEFAX 075/56500 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPBV LI 22

**BELASTUNGSANZEIGE**

FL-9490 VADUZ      19.11.1990      REF: **BG/ZIU**      KONTO: **KONTOKORRENT**      ACCOUNT: **235.972.037**

IHRE WEISUNGEN  
VOM: 16.11.90

21 NOV. 1990  
EVASO

I.A.L. INTERNATIONAL  
AIRCRAFT LEASING LIMITED  
9490 VADUZ

	BETRAG / AMOUNT	WERT / VALUE
SWIFT-UEBERWEISUNG GEMAESS BEILAGE	US\$ 540'000.00	19.11.90

MIT FREUNDLICHEN GRÜSSEN / VERY TRULY YOURS  
VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

Anzeigen bis Sfr. 50'000.- oder Gegenwert tragen nur ein Visa  
Advice up to Sfrs. 50'000.- or countervalue bear only a Visa.

770105.90  
VISA



**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**

BANQUE PRIVÉE DE GERANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION

FL-9490 VADUZ, LIECHTENSTEIN · TELEFON (075) 56655 · TELEX 889 200 · TELEFAX (075) 26697 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPBV LI 22

**BELASTUNGSANZEIGE**

FL-9490 VADUZ      REF:      **Kontokorrent**      **235.972.037**

I.A.L. International  
Aircraft Leasing Ltd.

9490 Vaduz

WIR HABEN SIE WIE FOLGT BELASTET;  
WE HAVE DEBITED YOU AS FOLLOWS:

EMPFÄNGER BENEFICIARY	BANK-POSTCHECKKONTO BANK ACCOUNT	MITTEILUNGEN AN DEN EMPFÄNGER INFORMATION TO THE BENEFICIARY	BETRAG AMOUNT
Schweiz. Bankverbin Südrich	Konto 15579 Numrik I.A.L.	H. R. Dr. Strobel A.	\$ 540'000.--

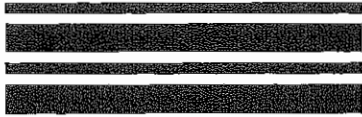
Wir bitten Sie den entsprechenden Betrag von Konto ab-Zahl  
Nr. 235.972.037 zu transferieren.

IHRE WEISUNGEN VOM/YOUR INSTRUCTIONS OF

WERT/VALUE

\$ 540'000.--

Clone



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 96-03-08  
Obtained By: Fiegenwald  
Exhibit No.: 95-27  
Item No.: 16  
Location: Pelosi

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank statement for account  
235.972.037



IM ZENTRUM · POSTFACH 885 · FL-9490 VADUZ · LIECHTENSTEIN

46

I.A.L. INTERNATIONAL  
AIRCRAFT LEASING LIMITED

9490 VADUZ

Tagesauszug / Daily Statement 28 NOV 1990

Konto / Account No. <b>235.972.037</b>	Kontobezeichnung / Type of Account <b>KONTOKORRENT</b>	Datum / Date <b>26.11.90</b>
---	---	---------------------------------

Text / Description	Wert / Value	Soll / Debit US\$	Haben / Credit US\$
UEBERWEISG BANQUE FRANCAISE	27.11.90		60'000.00
UEBERWEISG BANQUE FRANCAISE	27.11.90		393'000.00
UEBERTRAG AT CALL US\$	1 28.11.90	450'000.00	
1 = Frankoposten / Free of charges		Saldo zu Ihren Lasten Balance in our favour	Saldo zu Ihren Gunsten Balance in your favour <b>3'863.00</b>

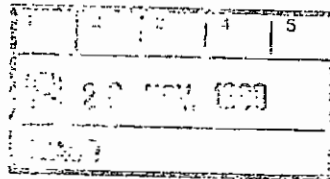
**ATTRAKTIVE ZINSSAETZE AUF  
KASSENBLIGATIONEN, Z.B. 2 JAHRE 7%.**

TELEFON 075 / 5 66 53 · TELEFAX 075 / 5 65 00 · TELEX 889 200 · POSTCHECK CH 90-8291-5, D 1006 30-01111111 · SWIFT APLI 1122

S.E.B.O.

GUTSCHRIFTSANZEIGE

FL-9490 VADUZ 26.11.1990 REF: BG/MAU KONTO: KONTOKORRENT ACCOUNT: 235.972.037



I.A.L. INTERNATIONAL  
AIRCRAFT LEASING LIMITED

9490 VADUZ

UEBERWEISUNG DER BANQUE FRANCAISE DU COMMERCE, EXTERIEUR, 21 BOULEVARD HAUSSMANN, F-75009 PARIS/FRANCE  "SC 9047"	BETRAG / AMOUNT  US\$ 60'000.00	WERT / VALUE  27.11.90
---	---------------------------------------	------------------------------

MIT FREUNDLICHEN GRÜSSEN / VERY TRULY YOURS  
VERBUNDENES UND PRIVAT-BANK AKTIENGESELLSCHAFT

Anzeigen bis Sfr. 50'000.- oder Gegenwert tragen nur ein Visum.  
Advice up to SFrcs. 50'000.- or countervalue bear only a visa.

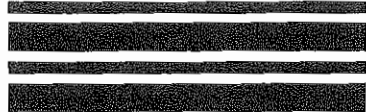
VIS: 5-

FL-9490 VADUZ 26.11.1990 REF: BG/MAU KONTO: KONTOKORRENT ACCOUNT: 235.972.037

I.A.L. INTERNATIONAL  
AIRCRAFT LEASING LIMITED

9490 VADUZ

UEBERWEISUNG DER BANQUE FRANCAISE DU COMMERCE EXTERIEUR, 21 BOULEVARD HAUSSMANN, F-75009 PARIS/FRANCE.  "SC 9046"	BETRAG / AMOUNT	WERT / VALUE
---	-----------------	--------------



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 95-05-04  
Obtained By: Sgt. Fiegenwald  
Exhibit No.: 95-07  
Item No.: 1  
Location: \_\_\_\_\_

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No \_\_\_\_\_

75-76-77-78  
79-80-81-82-  
83-84-85-86-  
87-88-89-90-  
91-92-93-94-95  
96-97-98-99-100  
101.

COMMENTS Documents obtained from  
Stevie Cameron. Translated copy included.

Clone: 1-2-3-4-5-7-8-10-11-12-13-  
14-15-16-17-18-19-20-21-22-23-24-  
25-26-27-28-29-30-31-32-33-34-35-  
39-40-41-42-43-44-45-46-47-48-49-  
50-51-52-53-54-56-57-58-59-60-61-  
62-63-64-65-66-67-68-70-71-72-73-74-



# VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION.

FL-9490 VADUZ, LIECHTENSTEIN - TELEFON 075/56655 - TELEX 889 300 - TELEFAX 075/56500 - POSTSCHECKKONTO 90-8291-5 - SWIFT VPBV LI 22

3079

<b>GUTSCHRIFTSANZEIGE</b>			
FL-9490 VADUZ	26.11.1990	REF.: BG/MAU	KONTO: ACCOUNT: KONTOKORRENT
			235.972.03



I.A.L. INTERNATIONAL  
 AIRCRAFT LEASING LIMITED  
 9490 VADUZ

	BETRAG/AMOUNT	WERT/VALUE
UEBERWEISUNG DER BANQUE FRANCAISE DU COMMERCE EXTERIEUR, 21 BOULEVARD HAUSSMANN, F-75009 PARIS/FRANCE. "SC 9046"	US\$ 393'000.00	27.11.90

MIT FREUNDLICHEN GRÜSSEN / VERY TRULY YOURS  
 VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

Anzeigen bis SFfr. 50'000.- oder Gegenwert tragen nur ein  
 Advice up to SFfrs. 50'000.- or countervalue bear only a fee

7701 05 90

15.



VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION

FL-9490 VADUZ, LIECHTENSTEIN - TELEFON 075/56655 - TELEX 889 300 - TELEFAX 075/56500 - POSTSCHECKKONTO 90-8291-5 - SWIFT VPPV LU 22

30 19 79

GUTSCHRIFTSANZEIGE *Credit Notice*

FL-9490 VADUZ 26.11.1990 REF.: BG/MAU KONTO: KONTOKORRENT 235'972.03  
ACCOUNT: *Current account*

I.A.L. INTERNATIONAL  
AIRCRAFT LEASING LIMITED

9490 VADUZ

*transfer from the*  
UEBERWEISUNG DER BANQUE FRANCAISE DU  
COMMERCE EXTERIEUR, 21 BOULEVARD  
HAUSSMANN, F-75009 PARIS/FRANCE.

"SC 9046"

BETRAG (AMOUNT)

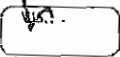
WERT (VALUE)

US\$ 393'000.00 27.11.90

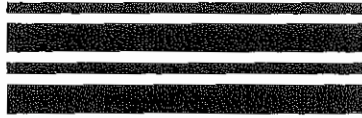
MIT FREUNDLICHEN GRÜßEN / VERY TRULY YOURS  
~~VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT~~

Anzeigen bis Sfr. 50'000.- oder Gegenwert tragen nur ein  
Advice up to Sfrs. 50'000.- or countervalue bear only a fee

1721 05 80



Clone



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 96-03-08  
Obtained By: Fiegenwalt  
Exhibit No.: 95-27  
Item No.: 16  
Location: Pelossi

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank statement for account  
235.972.037



VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT  
 BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME – PRIVATE TRUST BANK CORPORATION  
 IM ZENTRUM · POSTFACH 885 · FL-9490 VADUZ · LIECHTENSTEIN

Kontoinhaber / Holder of Account

Seite / Page  
 41  
 13

I.A.L. INTERNATIONAL  
 AIRCRAFT LEASING LIMITED

9490 VADUZ

Tagesauszug / Daily Statement

Konto / Account No. 235.972.037	Kontobezeichnung / Type of Account KONTOKORRENT	Datum / Date 04.12.90
------------------------------------	--	--------------------------

Text / Description	Wert / Value	Soll / Debit US\$	Haben / Credit US\$
UEBERWEISG UEBERTRAG AT CALL USD	05.12.90 1 06.12.90	395'000.00	393'000.00
1 = Frankoposten / Free of charges		Saldo zu Ihren Lasten Balance in our favour	Saldo zu Ihren Gunsten Balance in your favour
HOEHERE ZINSSAETZE AUF KASSEN OBLIGATIONEN Z.B. 2 + 3 JAHRE 7 1/4 %			1'863.00

TELEFON 075 5 66 55 · TELEFAX 075 5 65 00 · TELEX 889 200 · POSTCHECK CH 90-8291-5, D 1006 36-601 FAX · SWITZERLAND

S.E.B.O.

VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT  
 BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME – PRIVATE TRUST BANK CORPORATION  
 IM ZENTRUM · POSTFACH 885 · FL-9490 VADUZ · LIECHTENSTEIN

Kontoinhaber / Account holder	Datum / Date	
I.A.L. INTERNATIONAL AIRCRAFT LEASING LIMITED 9490 VADUZ	04.12.1990	
Konto / Account no.	Kontobezeichnung / Type of account	Wrg / Cur
235.972.037	KONTOKORRENT 7	US\$
Ref.	9100-901204-0368-702-BG	

**GUTSCHRIFT ZAHLUNGEN**

US\$

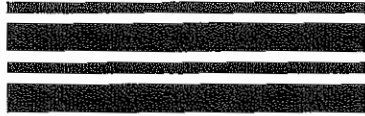
AUFTRAGGEBER:  
 XX

VON:  
 BANQUE FRANCAISE DU COMMERCE  
 EXTERIEUR, F-75000 PARIS / FRANCE

393'000.00

Wert Value 05.12.1990 393'000.00

*elane*



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 96-03-08  
Obtained By: Frojenwald  
Exhibit No.: 95-27  
Item No.: 16  
Location: Pelosse

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank Statements for account  
235. 972. 010

I.A.L. INTERNATIONAL  
 AIRCRAFT LEASING LIMITED 119  
 9490 VADUZ

Tagesauszug / Daily Statement

Konto / Account No. <b>235.972.037</b>	Kontobezeichnung / Type of Account <b>KONTOKORRENT</b>	Datum / Date <b>06.12.90</b>
---	---	---------------------------------

Text / Description	Wert / Value	Soll / Debit US\$	Haben / Credit US\$
UEBERTRAG AT CALL USD UEBERWEISG SCHWEIZ. BANKVEREIN	06.12.90 06.12.90	393'000.00	400'000.00
1 = Frankoposten / Free of charges		Saldo zu Ihren Lasten Balance in our favour	Saldo zu Ihren Gunsten Balance in your favour
HOEHERE ZINSSAETZE AUF KASSENBLIGATIONEN Z.B. 2 + 3 JAHRE 7 1/4 %			8'863.00

TELEFON 075 5 66 55 • TELEFAX 075 5 65 00 • TELENUMM. 200 • POSTSICHERK. CH 90-81291-5, D 1000 36-601151 • SAHLETA PRIV. 11.22

S.E.B.O.



VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT  
 BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME – PRIVATE TRUST BANK CORPORATION  
 IM ZENTRUM · POSTFACH 885 · FL-9490 VADUZ · LIECHTENSTEIN

Kontoinhaber / Account holder <b>I.A.L. INTERNATIONAL AIRCRAFT LEASING LIMITED</b>	Datum / Date <b>06.12.1990</b>
<b>9490 VADUZ</b>	Konto / Account no. <b>235.972.037</b> Kontobezeichnung / Type of account <b>KONTOKORRENT</b> Wrg / Cur <b>US\$</b>
	Ref. <b>3608-901206-0373-001-BG</b>

**BELASTUNG ZAHLUNGEN** US\$

IHR ZAHLUNGS-AUFTRAG  
 VOM 4.12.1990

BEGUENSTIGTER:  
 RUBRIK I.A.L.

KONTONUMMER:  
 18679

KONTO BEI:  
 SCHWEIZERISCHER BANKVEREIN  
 POSTFACH  
 8022 ZUERICH

0

393'000.00

Wert / Value	06.12.1990	393'000.00
--------------	------------	------------

Mit freundlichen Grüßen / Yours sincerely

Diese Anzeige trägt keine / This advice bears no





# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 95-05-04  
Obtained By: Sgt. Fiegenwald  
Exhibit No.: 95-07  
Item No.: 1  
Location: \_\_\_\_\_

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No \_\_\_\_\_

75-76-77-78  
79-80-81-82-  
83-84-85-86-  
87-88-89-90-  
91-92-93-94-9  
96-97-98-99-100  
101.

COMMENTS Documents obtained from  
Stevie Cameron. Translated copy included.

Clone: 1-2-3-4-5-7-8-10-11-12-13-  
14-15-16-17-18-19-20-21-22-23-24-  
25-26-27-28-29-30-31-32-33-34-35-  
39-40-41-42-43-44-45-46-47-48-49-  
50-51-52-53-54-56-57-58-59-60-61-  
62-63-64-65-66-67-68-70-71-72-73-74-

80.

235.972.037 KONTOKORRENT

I.A.L. INTERNATIONAL  
AIRCRAFT LEASING LIMITED

9490 VADUZ



VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT  
BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION  
IM ZENTRUM - POSTFACH 885 - FL-9490 VADUZ - LIECHTENSTEIN

Kontoinhaber/Account holder	Datum/Date		
I.A.L. INTERNATIONAL AIRCRAFT LEASING LIMITED	13.12.1990	Konto/Account no.	Kontobezeichnung/Type of account
9490 VADUZ		235.972.037	KONTOKORRENT
		Ref.	Wrg/C
		3603-901213-0686-001-86	US

**BELASTUNG ZAHLUNGEN**

**USS**

IHR ZAHLUNGS-AUFTRAG  
VOM 12.12.1990

BEGÜNSTIGTER:  
ERFEL ANSTALT  
VADUZ

KONTONUMMER:  
270.892.2-10.333.01

KONTO REI:  
BANK IN LIECHTENSTEIN  
AKTIENGESELLSCHAFT  
POSTFACH 85  
9490 VADUZ

M4

ZAHLUNGSGRUND:  
SALDO RG. 13.8.90

176'640.0

Wert Value 13.12.1990 176'640.0

Mit freundlichen Grüßen/Yours sincerely,  
VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

Diese Anzeige trägt keine Unterschrift This advice bears no signature

80  
80

*Current Account*  
235.972.037 KONTOKORRENT

I.A.L. INTERNATIONAL  
AIRCRAFT LEASING LIMITED

9490 VADUZ



VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT  
BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION  
IM ZENTRUM · POSTFACH 885 · FL-9490 VADUZ · LIECHTENSTEIN

Kontoinhaber (Account holder)

I.A.L. INTERNATIONAL  
AIRCRAFT LEASING LIMITED

9490 VADUZ

Datum/Date

13.12.1990

Konto/Account no.

235.972.037

Kontobezeichnung/Type of account

KONTOKORRENT

*Current Account*

Wrg./

US

Ref.

3603-901213-0686-001-86

**BELASTUNG ZÄHLUNGEN** Debit Payments

US\$

IHR ZAHLUNGS-AUFTRAG  
VOM 12.12.1990

*Your payment order  
of 12.12.1990*

BEGÜNSTIGTER:  
ERFEL ANSTALT  
VADUZ

*Beneficiary:  
Erfel Anstalt (Institute)  
Vaduz*

KONTONUMMER:  
270.892.2-10.333.01

*Account no.*

KONTO REI:  
BANK IN LIECHTENSTEIN  
AKTIENGESELLSCHAFT  
POSTFACH 85  
9490 VADUZ

*Account at  
Bank in Liechtenstein  
Co. Ltd  
P.O. Box 85  
9490 Vaduz-M4*

ZÄHLUNGSGRUND:  
SALDO RG. 13.8.90

*Reason for payment  
Balance statement 13.8.90*

176'640.00

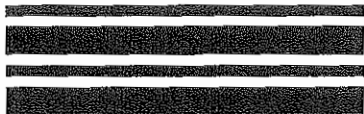
Wert  
Value 13.12.1990

176'640.00

Mit freundlichen Grüßen / Yours sincerely,  
VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

Diese Anzeige trägt keine Unterschrift  
This advice bears no signature

*Clare*



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 96-03-08  
Obtained By: Frogenwald  
Exhibit No.: 95-27  
Item No.: 16  
Location: Pelosse

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank Statements for account  
235. 972. 010

**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**

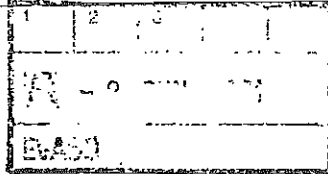
BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION  
 FL-9490 VADUZ, LIECHTENSTEIN - TELEFON 075/56655 - TELEX 889 300 - TELEFAX 075/56500 - POSTSCHECKKONTO 90-8291-5 - SWIFT VPBV LI 22

3120

**BELASTUNGSANZEIGE**

FL-9490 VADUZ    3.01.1991    REF: BG/KIN    KONTO: KONTOKORRENT    235.972.037  
 ACCOUNT:

IHRE WEISUNGEN  
 VOM: 20.12.1990



I.A.L. INTERNATIONAL  
 AIRCRAFT LEASING LIMITED  
 9490 VADUZ

SWIFT-UEBERWEISUNG VOM 27.12.1990 AN  
 SCHWEIZ. BANKVEREIN, ZUERICH  
 ZU GUNSTEN: KTO.NR. 18679  
 (RUBRIK I.A.L.)  
 "Z.HD. HR. A. STROBEL"

BETRAG/AMOUNT

WERT/VALUE

US\$                    200'000.00                    03.01.91

MIT FREUNDLICHEN GRÜSSEN / VERY TRULY YOURS  
~~VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT~~

Anzeigen bis Sfr. 50'000.- oder Gegenwert tragen nur ein Visum.  
 Advice up to Sfrs. 50'000.- or countervalue bear only a visa.

770105.90  
 (vis.)



**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**

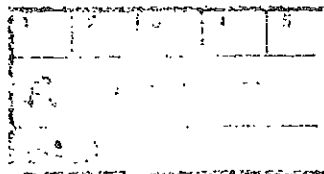
BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION  
 FL-9490 VADUZ, LIECHTENSTEIN - TELEFON 075/56655 - TELEX 889 300 - TELEFAX 075/56500 - POSTSCHECKKONTO 90-8291-5 - SWIFT VPBV LI 22

31

**BELASTUNGSANZEIGE**

FL-9490 VADUZ    3.01.1991    REF: BG/KIN    KONTO: KONTOKORRENT    235.972.037  
 ACCOUNT:

IHRE WEISUNGEN  
 VOM: 20.12.1990



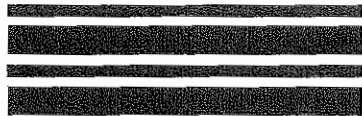
I.A.L. INTERNATIONAL  
 AIRCRAFT LEASING LIMITED  
 9490 VADUZ

BETRAG/AMOUNT

WERT/VALUE

US\$                    393'000.00                    03.01.91

MIT FREUNDLICHEN GRÜSSEN / VERY TRULY YOURS



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 95-05-04  
Obtained By: Sgt. Fiesenwald  
Exhibit No.: 95-07  
Item No.: 1  
Location: \_\_\_\_\_

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No \_\_\_\_\_

75-76-77-78  
79-80-81-82-  
83-84-85-86-  
87-88-89-90-  
91-92-93-94-9  
96-97-98-99-100  
101.

### COMMENTS

Documents obtained from Stevie Cameron. Translated copy included.

Clone: 1-2-3-4-5-7-8-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-56-57-58-59-60-61-62-63-64-65-66-67-68-70-71-72-73-74-

ÜBERWEISUNGS-AUFTRAG/PAYMENT ORDER

81.  
(36)

Kopie für Ihre Akten/Copy for your files

BITTE ÜBERWEISEN SIE ZU LASTEN KONTOS  
PLEASE REMIT TO THE DEBIT OF ACCOUNT

Verwaltungs- und Privat-Bank  
Aktiengesellschaft  
Private Trust Bank Corporation  
9490 Vaduz

US\$<sup>553</sup> KONTOKORRENT

255.972 00

I.A.L. INTERNATIONAL  
AIRCRAFT LEASING LIMITED

9490 VADUZ

EMPFÄNGER BENEFICIARY	BANK-POSTCHECKKONTO BANK ACCOUNT	MITTEILUNGEN AN DEN EMPFÄNGER INFORMATION TO THE BENEFICIARY	BETRAG AMOUNT
Schweiz. Bankverein, Zürich	Kto 18679 Rubrik I.A.L.	z.Hd. Hr. Strobel	\$ 200'000.--
TOTAL			\$ 200'000.--

DATUM/DATE

Vaduz, 20. Dezember 1990

UNTERSCHRIFT  
SIGNATURE

I.A.L. INTERNATIONAL  
AIRCRAFT LEASING Ltd.

ÜBERWEISUNGSAUFTRAG/PAYMENT ORDER

81  
36

Kopie für Ihre Akten/Copy for your files

BITTE ÜBERWEISEN SIE ZU LASTEN KONTO  
PLEASE REMIT TO THE DEBIT OF ACCOUNT

Verwaltungs- und Privat-Bank  
Aktiengesellschaft

Private Trust Bank Corporation

9490 Vaduz

*Credit account*  
US\$ ~~XXX~~ KONTOKORRENT 2552972.00

I.A.L. INTERNATIONAL  
AIRCRAFT LEASING LIMITED

9490 VADUZ

EMPFÄNGER BENEFICIARY	BANK-POSTCHECKKONTO BANK ACCOUNT	MITTEILUNGEN AN DEN EMPFÄNGER INFORMATION TO THE BENEFICIARY	BETRAG AMOUNT
Schweiz. Bankverein, Zürich <i>Swiss Bank Association</i>  Zürich	Account Kto 18679 Rubrik I.A.L. <i>Kredit I.A.L.</i>	z.Hd. Hr. Strobel  <i>Attn: Mr. Strobel</i>	\$ 200'000.--
TOTAL			\$ 200'000.--

DATUM/DATE, Vaduz, 20. Dezember 1990

UNTERSCHRIFT  
SIGNATURE **I.A.L. INTERNATIONAL**  
**AIRCRAFT LEASING Ltd.**





# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 95-05-04  
Obtained By: Sgt. Fisenwald  
Exhibit No.: 95-07  
Item No.: 1  
Location: \_\_\_\_\_

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No \_\_\_\_\_

75-76-77-78  
79-80-81-82-  
83-84-85-86-  
87-88-89-90-  
91-92-93-94-9  
96-97-98-99-100  
101.

COMMENTS Documents obtained from  
Stevie Cameron. Translated copy included.

Clone: 1-2-3-4-5-7-8-10-11-12-13-  
14-15-16-17-18-19-20-21-22-23-24-  
25-26-27-28-29-30-31-32-33-34-35-  
39-40-41-42-43-44-45-46-47-48-49-  
50-51-52-53-54-56-57-58-59-60-61-  
62-63-64-65-66-67-68-70-71-72-73-74-

40

ÜBERWEISUNGSAUFTRAG/PAYMENT ORDER

39

Kopie für Ihre Akten/Copy for your files

BITTE ÜBERWEISEN SIE ZU LASTEN KONTO  
PLEASE REMIT TO THE DEBIT OF ACCOUNT

Verwaltungs- und Privat-Bank  
Aktiengesellschaft  
Private Trust Bank Corporation  
9490 Vaduz

US\$ 0  
~~Sw\$~~ KONTOKURRENT 255.972.2

I.A.L. INTERNATIONAL  
AIRCRAFT LEASING LIMITED

9490 VADUZ

EMPFÄNGER BENEFICIARY  Schweiz. Bankverein, Zürich	BANK-POSTCHECKKONTO BANK ACCOUNT  Kto 18679 Rubrik I.A.L.	MITTEILUNGEN AN DEN EMPFÄNGER INFORMATION TO THE BENEFICIARY  z.Hd. Hr. A. Strobel	BETRAG AMOUNT  <del>\$ 393'000.--</del>
			TOTAL \$ 393'000.--

DATUM/DATE Vaduz, 20. Dezember 1990

UNTERSCHRIFT  
SIGNATURE I.A.L. INTERNATIONAL  
AIRCRAFT LEASING Ltd.

40  
39

ÜBERWEISUNGS-AUFTRAG / PAYMENT ORDER

Kopie für Ihre Akten / Copy for your files

BITTE ÜBERWEISEN SIE AUF LASTEN KONTO  
PLEASE REMIT TO THE DEBIT OF ACCOUNT

Verwaltungs- und Privat-Bank  
Aktiengesellschaft  
Private Trust Bank Corporation  
9490 Vaduz

US\$ *Current account* 0  
SWR KONTOKURRENT 255.972.2

I.A.L. INTERNATIONAL  
AIRCRAFT LEASING LIMITED

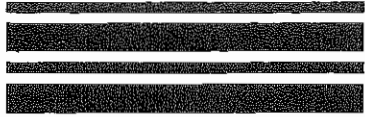
9490 VADUZ

<p>EMPFÄNGER BENEFICIARY</p> <p>Schweiz. Bankverein, Zürich Swiss Banking Association Zurich</p>	<p>BANK-POSTCHECKKONTO BANK ACCOUNT</p> <p>Kto 18679 Rubrik I.A.L. Acct. # 18679 Holding: I.A.L.</p>	<p>MITTEILUNGEN AN DEN EMPFÄNGER (INFORMATION TO THE BENEFICIARY)</p> <p>z.Hd. Hr. A. Strobel Att: Mr. A. Strobel</p>	<p>BETRAG AMOUNT</p> <p>\$ 393'000.--</p>
			<p>TOTAL \$ 393'000.--</p>

DATUM/DATE Vaduz, 20. Dezember 1990

UNTERSCHRIFT  
SIGNATURE I.A.L. INTERNATIONAL  
AIRCRAFT LEASING Ltd.

Clone



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 96-03-08  
Obtained By: Fiegenwald  
Exhibit No.: 95-27  
Item No.: 16  
Location: Pelossi

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank statement for account  
235.972.037



BANQUE PRIVEE DE GERANCE SOCIETE ANONYME - PRIVATE TRUST BANK CORPORATION  
IM ZENTRUM · POSTFACH 885 · FL-9490 VADUZ · LIECHTENSTEIN

40 13

**I.A.L. INTERNATIONAL  
AIRCRAFT LEASING LIMITED**

**9490 VADUZ**

**Tagesauszug / Daily Statement**

Konto / Account No. <b>235.972.037</b>	Kontobezeichnung / Type of Account <b>KONTOKORRENT</b>	Datum / Date <b>07.12.90</b>
---	---	---------------------------------

Text / Description	Wert / Value	Soll / Debit US\$	Haben / Credit US\$
UEBERWEISG BANQUE FRANCAISE	10.12.90		540'000.00
UEBERTRAG AT CALL USD	1 11.12.90	540'000.00	
1 = Frankoposten / Free of charges		Saldo zu Ihren Lasten Balance in our favour	Saldo zu Ihren Gunsten Balance in your favour
<b>HOEHERE ZINSSAETZE AUF KASSENBLIGATIONEN Z.B. 2 + 3 JAHRE 7 1/4 %</b>			<b>8'863.00</b>

TELEFON 075 5 60 55 · TELEFAX 075 5 61 00 · TELEX 889 200 · POSTCHECK CH 90-8291-5, D 3006 36-603 FFM · SWIFT V'PBV LI 22

S.E.8.O.



**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**  
BANQUE PRIVEE DE GERANCE SOCIETE ANONYME - PRIVATE TRUST BANK CORPORATION  
IM ZENTRUM · POSTFACH 885 · FL-9490 VADUZ · LIECHTENSTEIN

Kontoinhaber / Account holder <b>I.A.L. INTERNATIONAL AIRCRAFT LEASING LIMITED</b>	Datum / Date <b>07.12.1990</b>	Konto / Account no. <b>235.972.037</b>	Kontobezeichnung / Type of account <b>KONTOKORRENT</b>	Wrg / Cur <b>US\$</b>
<b>9490 VADUZ</b>	Ref. <b>9100-901207-0484-002-BG</b>			

**GUTSCHRIFT ZAHLUNGEN** **US\$**

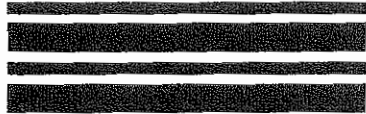
**AUFTRAGGEBER:**  
X

**VON:**  
BANQUE FRANCAISE DU COMMERCE  
EXTERIEUR  
PARIS.

**ZAHLUNGSGRUND:**  
NONE

**540'000.00**

Wert Value	<b>10.12.1990</b>	<b>540'000.00</b>
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# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 95-05-04  
Obtained By: Sgt. Fiegenwald  
Exhibit No.: 95-07  
Item No.: 1  
Location: \_\_\_\_\_

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No \_\_\_\_\_

75-76-77-78  
79-80-81-82-  
83-84-85-86-  
87-88-89-90-  
91-92-93-94-95  
96-97-98-99-100  
101.

COMMENTS Documents obtained from  
Stevie Cameron. Translated copy included.

Clone: 1-2-3-4-5-7-8-10-11-12-13-  
14-15-16-17-18-19-20-21-22-23-24-  
25-26-27-28-29-30-31-32-33-34-35-  
39-40-41-42-43-44-45-46-47-48-49-  
50-51-52-53-54-56-57-58-59-60-61-  
62-63-64-65-66-67-68-70-71-72-73-74-

**ÜBERWEISUNGS-AUFTRAG/PAYMENT ORDER**

**Kopie für Ihre Akten/Copy for your files**

BITTE ÜBERWEISEN SIE ZU LASTEN KONTO  
PLEASE REMIT TO THE DEBIT OF ACCOUNT

Verwaltungs- und Privat-Bank  
Aktiengesellschaft  
Private Trust Bank Corporation  
9490 Vaduz

US\$ ~~540~~ KONTOKORRENT  
I.A.L. INTERNATIONAL  
AIRCRAFT LEASING LIMITED  
9490 VADUZ

EMPFANGER BENEFICIARY  Schweiz. Bankverein, Zürich	BANK-POSTCHECKKONTO BANK ACCOUNT  Kto 18679 Rubrik I.A.L.	MITTEILUNGEN AN DEN EMPFÄNGER INFORMATION TO THE BENEFICIARY  z.Hd. Hr. A. Strobel	BETRAG AMOUNT  \$ 540'000.--
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TOTAL \$ 540'000.--

DATUM/DATE Vaduz, 20. Dezember 1990

UNTERSCHRIFT  
SIGNATURE  
I.A.L. INTERNATIONAL  
AIRCRAFT LEASING LTD.

ÜBERWEISUNGS-AUFTRAG/PAYMENT ORDER

Kopie für Ihre Akten/Copy for your files

Verwaltungs- und Privat-Bank  
Aktiengesellschaft  
Private Trust Bank Corporation  
9490 Vaduz

BITTE ÜBERWEISEN SIE ZU LASTEN KONTOS  
PLEASE REMIT TO THE DEBIT OF ACCOUNT

US\$ ~~SFR~~ *Current account*  
KONTOKORRENT 972.00

I.A.L. INTERNATIONAL  
AIRCRAFT LEASING LIMITED

9490 VADUZ

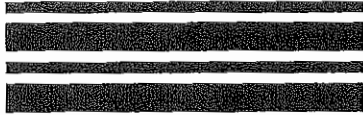
<p>EMPFÄNGER BENEFICIARY</p> <p>Schweiz. Bankverein, Zürich Swiss Banking Association Zürich</p>	<p>BANK-POSTCHECKKONTO BANK ACCOUNT</p> <p><i>Acct</i> Kto 18679 Rubrik I.A.L. <i>Handling: I.A.L.</i></p>	<p>MITTEILUNGEN AN DEN EMPFÄNGER INFORMATION TO THE BENEFICIARY</p> <p>z.Hd. Hr. A. Strobel <i>Glttn: Mr. A. Strobel</i></p>	<p>BETRAG AMOUNT</p> <p>\$ 540'000.--</p>
			<p>TOTAL</p> <p>\$ 540'000.--</p>

DATUM/DATE Vaduz, 20. Dezember 1990

UNTERSCHRIFT  
SIGNATURE ~~I.A.L. INTERNATIONAL~~  
AIRCRAFT LEASING LTD.



*clone*



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 96-03-08  
Obtained By: Fiegenwald  
Exhibit No.: 95-27  
Item No.: 16  
Location: Pelosse

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank statements for account  
235. 972. 010



VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT  
 BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION  
 IM ZENTRUM · POSTFACH 885 · FL-9490 VADUZ · LIECHTENSTEIN

Kontoinhaber / Holder of Account

Seite / Page  
2

Tagesauszug / Daily Statement

Konto / Account No. <b>235.972.037</b>	Kontobezeichnung / Type of Account <b>KONTOKORRENT</b>	Datum / Date <b>03.01.91</b>	<b>9490 VADUZ</b>
---	---	---------------------------------	-------------------

**I.A.L. INTERNATIONAL  
 AIRCRAFT LEASING LIMITED**

Text / Description	Wert / Value	Soll / Debit US\$	Haben / Credit US\$
UEBERWEISG SBV, ZUERICH	03.01.91	540'000.00	
1 = Frankoposten / Free of charges		Saldo zu Ihren Lasten Balance in our favour	Saldo zu Ihren Gunsten Balance in your favour <b>10'533.10</b>

HOEHERE ZINSSAETZE AUF KASSEN-  
 OBLIGATIONEN, Z.B. 2 + 3 JAHRE 7 1/4%

TELEFON 075 5 66 55 · TELEFAX 075 5 65 00 · TELEX 889 300 · POSTSCHECK CH 90-8291-5 · D 3006 36-603 FLM · SWIFT VPBV LI 22

S.E.80.



VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION  
 FL-9490 VADUZ, LIECHTENSTEIN · TELEFON 075/56655 · TELEX 889 300 · TELEFAX 075/56500 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPBV LI 22

39

BELASTUNGSANZEIGE

9490 VADUZ	3.01.1991	REF: BG/KIN	KONTO: ACCOUNT: KONTOKORRENT	235.972.037
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IHRE WEISUNGEN  
 VOM: 20.12.1990

**I.A.L. INTERNATIONAL  
 AIRCRAFT LEASING LIMITED**  
 9490 VADUZ

	BETRAG / AMOUNT	WERT / VALUE
SWIFT-UEBERWEISUNG VOM 27.12.1990 AN SCHWEIZ. BANKVEREIN ZU GUNSTEN: KTO. NR. 18679 (RUBRIK I.A.L.) "Z.HD. HR. A. STROBEL"	US\$ 540'000.00	03.01.91

MIT FREUNDLICHEN GRÜSSEN / VERY TRULY YOURS  
 VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

Elone



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 96-03-08  
Obtained By: Fiegenwald  
Exhibit No.: 95-27  
Item No.: 16  
Location: Pelosi

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank statement for account  
235.972.037



BANQUE PRIVEE DE GERANCE SOCIETE ANONYME - PRIVATE TRUST BANK CORPORATION  
IM ZENTRUM · POSTFACH 885 · FL-9490 VADUZ · LIECHTENSTEIN

I.A.L. INTERNATIONAL  
AIRCRAFT LEASING LIMITED

Tagesauszug / Daily Statement

Konto / Account No. <b>235.972.037</b>	Kontobezeichnung / Type of Account <b>KONTOKORRENT</b>	Datum / Date <b>16.01.91</b>	<b>9490 VADUZ</b>
---	---	---------------------------------	-------------------

Text / Description	Wert / Value	Soll / Debit US\$	Haben / Credit US\$
UEBERWEISG BANQ. FRANC. DU COMM. UEBERTRAG AT CALL USD	16.01.91 1 17.01.91	45'000.00	48'000.00
1 = Frankoposten / Free of charges		Saldo zu Ihren Lasten Balance in our favour	Saldo zu Ihren Gunsten Balance in your favour
<b>HOEHERE ZINSSAETZE AUF KASSEN- OBLIGATIONEN, Z.B. 2 + 3 JAHRE 7 1/4%</b>			<b>2'176.51</b>

TELEFON 075 / 5 66 55 · TELEFAX 075 / 5 65 00 · TELEX 889 200 · POSTCHECK CH 90-8291-5, D 3006 36-603 FFM · SWIFT VPBV LI 22

S.E.B.O.



VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT  
BANQUE PRIVEE DE GERANCE SOCIETE ANONYME - PRIVATE TRUST BANK CORPORATION  
IM ZENTRUM · POSTFACH 885 · FL-9490 VADUZ · LIECHTENSTEIN

Kontoinhaber / Account holder <b>I.A.L. INTERNATIONAL AIRCRAFT LEASING LIMITED</b>	Datum / Date <b>16.01.1991</b>
<b>9490 VADUZ</b>	Konto / Account no. <b>235.972.037</b> Kontobezeichnung / Type of account <b>KONTOKORRENT</b> Wrg / Cur <b>US\$</b>
	Ref. <b>9100-910115-2081-002-BG</b>

**GUTSCHRIFT ZAHLUNGEN**

**US\$**

**AUFTRAGGEBER:  
NONE**

**VON:  
BANQUE FRANCAISE DU COMMERCE  
EXTERIEUR  
PARIS**

**ZAHLUNGSGRUND:  
NONE**

**48'000.00**

Wert / Value **16.01.1991** **48'000.00**

*elane*



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 96-03-08  
Obtained By: Frogenwald  
Exhibit No.: 95-27  
Item No.: 16  
Location: Pelasse

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank statements for account  
235. 972. 010



VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT  
BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME – PRIVATE TRUST BANK CORPORATION  
IM ZENTRUM · POSTFACH 885 · FL-9490 VADUZ · LIECHTENSTEIN

Kontoinhaber/Account holder

I.A.L. INTERNATIONAL  
AIRCRAFT LEASING LIMITED

9490 VADUZ

Datum/Date

12.03.1991

Konto/Account no.

235.972.037

Kontobezeichnung/Type of account

KONTOKORRENT

Wrg/Cur

US\$

Ref.

3610-910312-0750-001-MN

**BELASTUNG ZAHLUNGEN**

**US\$**

IHR ZAHLUNGSaufTRAG  
VOM 3.03.1991

BEGUENSTIGTER:

KONTONUMMER:  
18679

KONTO BEI:  
SCHWEIZERISCHER BANKVEREIN  
POSTFACH  
8022 ZUERICH

540'000.00

Wert  
Value

12.03.1991

540'000.00

Clone



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 96-03-08

Obtained By: Fiegenwald

Exhibit No.: 95-27

Item No.: 16

Location: Pelassi

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank statement for account

235.972.037

\_\_\_\_\_  
\_\_\_\_\_



BANQUE PRIVEE DE GERANCE SOCIETE ANONYME - PRIVATE TRUST BANK CORPORATION  
IM ZENTRUM - POSTFACH 885 - FL-9490 VADUZ - LIECHTENSTEIN

I.A.L. INTERNATIONAL  
AIRCRAFT LEASING LIMITED

9490 VADUZ

Tagesauszug / Daily Statement

Konto / Account No. 235.972.037	Kontobezeichnung / Type of Account KONTOKORRENT	Datum / Date 15.02.91
------------------------------------	--	--------------------------

Text / Description	Wert / Value	Soll / Debit US\$	Haben / Credit US\$
UEBERWEISG BANQ. FRANCAISE, PARIS UEBERTRAG AT CALL USD	1 15.02.91 19.02.91	400'000.00	401'000.00

1 = Frankoposten / Free of charges

MEHR ZINS: JUGEND-, RENTNER- + BAUSPAR-  
KONTO 5 1/2 %, SPARKONTO 5 %, NETTO P.A.

Saldo zu Ihren Lasten  
Balance in our favour

Saldo zu Ihren Gunsten  
Balance in your favour

3'176.51

VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT  
BANQUE PRIVEE DE GERANCE SOCIETE ANONYME - PRIVATE TRUST BANK CORPORATION  
IM ZENTRUM - POSTFACH 885 - FL-9490 VADUZ - LIECHTENSTEIN

Kontoinhaber / Account holder I.A.L. INTERNATIONAL AIRCRAFT LEASING LIMITED 9490 VADUZ	Datum / Date 15.02.1991	Konto / Account no. 235.972.037	Kontobezeichnung / Type of account KONTOKORRENT	Wrg / Cur US\$
Ref. 9100-910214-3346-002-3G				

GUTSCHRIFT ZAHLUNGEN US\$

AUFTRAGGEBER:  
NONE

VON:  
BANQUE FRANCAISE DU COMMERCE  
EXTERIEUR  
PARIS

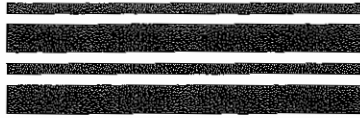
ZAHLUNGSGRUND:  
NONE

401'000.00

Wert Value 15.02.1991 401'000.00



Clone



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 96-03-08  
Obtained By: Fiegenwald  
Exhibit No.: 95-27  
Item No.: 16  
Location: Pelosi

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank statement for account  
235.972.037



BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME – PRIVATE TRUST BANK CORPORATION  
IM ZENTRUM · POSTFACH 885 · FL-9490 VADUZ · LIECHTENSTEIN

46  
11  
I.A.L. INTERNATIONAL  
AIRCRAFT LEASING LIMITED

Tagesauszug / Daily Statement

9490 VADUZ

Konto / Account No.	Kontobezeichnung / Type of Account	Datum / Date
235.972.037	KONTOKORRENT	11.03.91

Text / Description	Wert / Value	Soll / Debit	US\$	Haben / Credit	US\$
UEBERWEISG BQUE. FRANCO. DU COMM.	08.03.91			401'993.02	

1 = Frankoposten / Free of charges

MEHR ZINS: JUGEND- RENTNER- + BAUSPAR-KONTO 5 1/2 % SPARKONTO 5 % NETTO P.A.

Saldo zu Ihren Lasten  
Balance in our favour

Saldo zu Ihren Gunsten  
Balance in your favour

169.53

TELEFON 075 566 55 · TELEFAX 075 565 00 · TELEX BR9 200 · POSTCHECK CH 90-8291-5, D 3006 36-6011 FM · SWIFT VPRV LI 22

S.E. 80.

VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME – PRIVATE TRUST BANK CORPORATION  
IM ZENTRUM · POSTFACH 885 · FL-9490 VADUZ · LIECHTENSTEIN

Kontoinhaber / Account holder

Datum / Date  
11.03.1991

I.A.L. INTERNATIONAL  
AIRCRAFT LEASING LIMITED

Konto / Account no. Kontobezeichnung / Type of account  
235.972.037 KONTOKORRENT

Wrg / Cur  
US\$

9490 VADUZ

Ref.  
3608-910308-2080-002-BG

GUTSCHRIFT ZAHLUNGEN

US\$

AUFTRAGGEBER:  
BANQUE FRANCAISE DU COMM. EXTERIEUR  
PARIS

ZAHLUNGSGRUND:  
MINUS FREMDE SPESEN

401'993.02

Wert  
Value 08.03.1991

401'993.02

Mit freundlichen Grüßen / Yours sincerely

Diese Anzeige trägt keine

This advice bears no

*elane*



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 96-03-08  
Obtained By: Frogenwald  
Exhibit No.: 95-27  
Item No.: 16  
Location: Pelosse

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank statements for account  
235. 972. 010



VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT  
 BANQUE PRIVÉE DE GERANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION  
 IM ZENTRUM - POSTFACH 885 - FL-9490 VADUZ - LIECHTENSTEIN

Kontoinhaber / Holder of Account **103** Seite / Page **14**

**I.A.L. INTERNATIONAL  
 AIRCRAFT LEASING LIMITED**

**9490 VADUZ**

Tagesauszug / Daily Statement

Konto / Account No. <b>235.972.037</b>	Kontobezeichnung / Type of Account <b>KONTOKORRENT</b>	Datum / Date <b>03.04.91</b>
---	---	---------------------------------

Text / Description	Wert / Value	Soll / Debit US\$	Haben / Credit US\$
UEBERTRAG AT CALL USD	03.04.91		400'000.00
UEBERWEISG SBV, ZH	03.04.91	401'000.00	
1 = Frankoposten / Free of charges		Saldo zu Ihren Lasten Balance in our favour	Saldo zu Ihren Gunsten Balance in your favour
<b>AB 1.4.1991 ENTFAEHLT DIE                  BANCOMAT-STANDORTGEBUEHR VON SFR. 1.-</b>			<b>5'828.23</b>

TELEFON 075 36655 • TELEFAX 075 36500 • TELEX 889200 • POSTHECK CH 90-8291-5, D 3006 36-601 FEM • SWITZ PRIV LI 22

S.E.80.



VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT  
 BANQUE PRIVÉE DE GERANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION  
 IM ZENTRUM - POSTFACH 885 - FL-9490 VADUZ - LIECHTENSTEIN

Kontoinhaber / Account holder	Datum / Date
<b>I.A.L. INTERNATIONAL                  AIRCRAFT LEASING LIMITED</b>	<b>03.04.1991</b>
<b>9490 VADUZ</b>	Konto / Account no. <b>235.972.037 KONTOKORRENT</b> Wrg / Cur <b>US\$</b>
	Ref. <b>3610-910403-1407-001-MN</b>

**BELASTUNG ZAHLUNGEN** **US\$**

IHR ZAHLUNGS-AUFTRAG  
 VOM 30.03.1991

BEGUENSTIGTER:  
 RUBRIK IAL

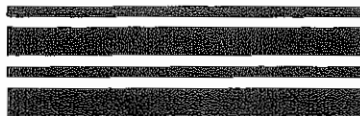
KONTONUMMER:  
 18679

KONTO BEI:  
 SCHWEIZERISCHER BANKVEREIN  
 POSTFACH  
 8022 ZUERICH

**401'000.00**

Wert Value **03.04.1991** **401'000.00**

Clone



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 96-03-08  
Obtained By: Fiegenwald  
Exhibit No.: 95-27  
Item No.: 16  
Location: Pelosi

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank statement for account

235.972.037



BANQUE PRIVEE DE GERANCE SOCIETE ANONYME - PRIVATE TRUST BANK CORPORATION  
IM ZENTRUM · POSTFACH 885 · FL-9490 VADUZ · LIECHTENSTEIN

43

I.A.L. INTERNATIONAL  
AIRCRAFT LEASING LIMITED

9490 VADUZ

Tagesauszug / Daily Statement

Konto / Account No. <b>235.972.037</b>	Kontobezeichnung / Type of Account <b>KONTOKORRENT</b>	Datum / Date <b>15.01.91</b>
---	---	---------------------------------

Text / Description	Wert / Value	Soll / Debit	Haben / Credit
UEBERWEISG BANQ. FRANC. DU COMM. UEBERTRAG AT CALL USD	15.01.91 16.01.91	30'000.00	80'000.00

1 = Frankoposten / Free of charges

HOEHERE ZINSSAETZE AUF KASSEN-  
OBLIGATIONEN, Z.B. 2 + 3 JAHRE 7 1/4%

Saldo zu Ihren Lasten  
Balance in our favour

823.49

Saldo zu Ihren Gunsten  
Balance in your favour

TELEFON 075 - 5 66 55 · TELEFAX 075 - 5 65 00 · TELEX 889 200 · POSTCHECK CH 90-8291-5 · D. BANK 36 001 0101 · SWIFT BIK 11 22

S.E.B.O.



VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT  
BANQUE PRIVEE DE GERANCE SOCIETE ANONYME - PRIVATE TRUST BANK CORPORATION  
IM ZENTRUM · POSTFACH 885 · FL-9490 VADUZ · LIECHTENSTEIN

Kontoinhaber / Account holder <b>I.A.L. INTERNATIONAL AIRCRAFT LEASING LIMITED 9490 VADUZ</b>	Datum / Date <b>15.01.1991</b>	Konto / Account no. <b>235.972.037</b>	Kontobezeichnung / Type of account <b>KONTOKORRENT</b>	Wrg / Cur <b>US\$</b>
		Ref. <b>9100-910114-2018-002-8G</b>		

GUTSCHRIFT ZAHLUNGEN

US\$

AUFTRAGGEBER:  
NONE

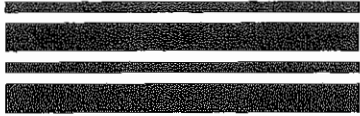
VON:  
BANQUE FRANCAISE DU COMMERCE  
EXTERIEUR  
PARIS

ZAHLUNGSGRUND:  
NONE

80'000.00

Wert / Value 15.01.1991 80'000.00

Clone



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 96-03-08

Obtained By: Fiegenwald

Exhibit No.: 95-27

Item No.: 16

Location: Pelosi

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank statement for account  
235.972.037

\_\_\_\_\_

\_\_\_\_\_



BANQUE PRIVEE DE GERANCE SOCIETE ANONYME - PRIVATE TRUST BANK CORPORATION  
IM ZENTRUM · POSTFACH 885 · FL-9490 VADUZ · LIECHTENSTEIN

16

**I. A. L. INTERNATIONAL  
AIRCRAFT LEASING LIMITED**

9490 VADUZ

Tagesauszug / Daily Statement

Konto/Account No. 235.972.037	Kontobezeichnung/Type of Account KONTOKORRENT	Datum/Date 31.05.91
----------------------------------	--	------------------------

Text/Description	Wert/Value	Soll/Debit US\$	Haben/Credit US\$
DEISEN KORRENT CHF	1 31.05.91	4'000.00	
UEBERWEISG BQUE FRANCO. DU COMM.	03.06.91		80'000.00
UEBERTRAG AT CALL USD	1 04.06.91	85'000.00	

1 = Frankoposten / Free of charges

FERIEN 1991  
BESTELLEN SIE JETZT IHRE REISESCHECKS

Saldo zu Ihren Lasten  
Balance in our favour

3'171.77

Saldo zu Ihren Gunsten  
Balance in your favour

TELEFON 075 3 66 55 · TELEFAX 075 3 65 08 · TELEX 889 200 · POSTCHECK CH 90-8201-3, D 3006 36-603 FFM · SWIFT VPBV LI 22

S.E.B.O.



**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**  
BANQUE PRIVEE DE GERANCE SOCIETE ANONYME - PRIVATE TRUST BANK CORPORATION  
- IM ZENTRUM · POSTFACH 885 · FL-9490 VADUZ · LIECHTENSTEIN

Kontoinhaber/Account holder <b>I. A. L. INTERNATIONAL AIRCRAFT LEASING LIMITED</b> 9490 VADUZ	Datum/Date 31.05.1991	Konto/Account no. 235.972.037	Kontobezeichnung/Type of account <b>KONTOKORRENT</b>	Wrg/Cur US\$
	Ref. 9100-910531-7719-002-06			

**GUTSCHRIFT ZAHLUNGEN**

**US\$**

AUFTRAGGEBER:  
X

VON:  
BANQUE FRANCAISE DU COMMERCE  
EXTERIEUR  
PARIS

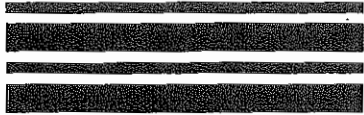
ZAHLUNGSSUMME:  
NON

80'000.00

Wert/Value 03.05.1991 80'000.00



*elane*



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 9603-08  
Obtained By: Fiegenwald  
Exhibit No.: 95-27  
Item No.: 16  
Location: Belasse

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank statements for account  
235. 772. 010



VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT  
 BANQUE PRIVEE DE GERANCE SOCIETE ANONYME - PRIVATE TRUST BANK CORPORATION  
 IM ZENTRUM · POSTFACH 885 · FL-9490 VADUZ · LIECHTENSTEIN

Kontoinhaber / Holder of Account	124	Seite / Page	18
I.A.L. INTERNATIONAL AIRCRAFT LEASING LIMITED			
9490 VADUZ			

Tagesauszug / Daily Statement

FR 20.010.1991

Konto / Account No.	Kontobezeichnung / Type of Account	Datum / Date
235.972.037	KONTOKORRENT	17.06.91

Text / Description	Wert / Value	Soll / Debit	US\$	Haben / Credit	US\$
UEBERTRAG AT CALL USD	17.06.91				80'000.00
UEBERWEISG SBV ZUERICH	17.06.91		80'000.00		

1 = Frankoposten / Free of charges

MEHR ZINS: JUGEND-, RENTNER- + BAUSPAR-KONTO 5 1/2 %, SPARKONTO 5 %, NETTO P.A.

Saldo zu Ihren Lasten Balance in our favour	Saldo zu Ihren Gunsten Balance in your favour
	1'828.23

TELEFON 075 - 5 66 33 · TELEFAX 075 - 5 63 00 · TELEX 809 200 · POSTCHECK CH 90-8291-5, D 3006 30-601 FEM · SWIFT VPBV LI 22

S.E.80.



VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT  
 BANQUE PRIVEE DE GERANCE SOCIETE ANONYME - PRIVATE TRUST BANK CORPORATION  
 IM ZENTRUM · POSTFACH 885 · FL-9490 VADUZ · LIECHTENSTEIN

Kontoinhaber / Account holder	Datum / Date	
I.A.L. INTERNATIONAL AIRCRAFT LEASING LIMITED	17.06.1991	
9490 VADUZ		
Konto / Account no.	Kontobezeichnung / Type of account	Wrg / Cur
235.972.037	KONTOKORRENT	US\$
Ref.	35-7-215617-3337-001-006	

**BELASTUNG ZAHLUNGEN** US\$

IHR ZAHLUNGS-AUFTRAG  
 VOM 13.06.1991

BEGUENDTETER:  
 RUBRIK I.A.L.

KONTONUMMER:  
 18679

KUNTO BEI:  
 SCHWEIZERISCHER BANKVEREIN  
 POSTFACH  
 8022 ZUERICH

80'000.00

Clone



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 96-03-08  
Obtained By: Fiegenwald  
Exhibit No.: 95-27  
Item No.: 16  
Location: Pelosi

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank statement for account  
235.972.037



BANQUE PRIVEE DE GERANCE SOCIETE ANONYME - PRIVATE TRUST BANK CORPORATION  
IM ZENTRUM POSTFACH 885 FL-9490 VADUZ LIECHTENSTEIN

GESELLSCHAFT

Kontoinhaber / Holder of Account 48

Seite / Page 19

I.A.L. INTERNATIONAL  
AIRCRAFT LEASING LIMITED

9490 VADUZ

Tagesauszug / Daily Statement

Konto / Account No. 235.972.037	Kontobezeichnung / Type of Account KONTOKORRENT	Datum / Date 28.06.91
------------------------------------	--	--------------------------

Text / Description	Wert / Value	Soll / Debit US\$	Haben / Credit US\$
UEBERWEISG BANQUE FRANCAISE	28.06.91		168'000.00

1 = Frankoposten / Free of charges

MEHR ZINS: JUGEND-, RENTNER- + BAUSPAR-  
KONTO 5 1/2 %, SPARKONTO 5 %, NETTO P.A.

Saldo zu Ihren Lasten  
Balance in our favour

Saldo zu Ihren Gunsten  
Balance in your favour

169'828.23

TELEFON 075 5 66 55 - TELEFAX 075 5 63 00 - TELEFON 889 200 - POSTCHECK CH 90-8291-5, D 3006 36-603 FFM - SWIFT VPRV LI 22

S.E.B.O.



VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

BANQUE PRIVEE DE GERANCE SOCIETE ANONYME - PRIVATE TRUST BANK CORPORATION  
IM ZENTRUM POSTFACH 885 FL-9490 VADUZ LIECHTENSTEIN

Kontoinhaber / Account holder I.A.L. INTERNATIONAL AIRCRAFT LEASING LIMITED 9490 VADUZ	Datum / Date 28.06.1991	Konto / Account no. 235.972.037	Kontobezeichnung / Type of account KONTOKORRENT	Wrg / Cur US\$
	Ref. 9100-910627-8951-002-96			29117901/0592

GUTSCHRIFT ZAHLUNGEN US\$

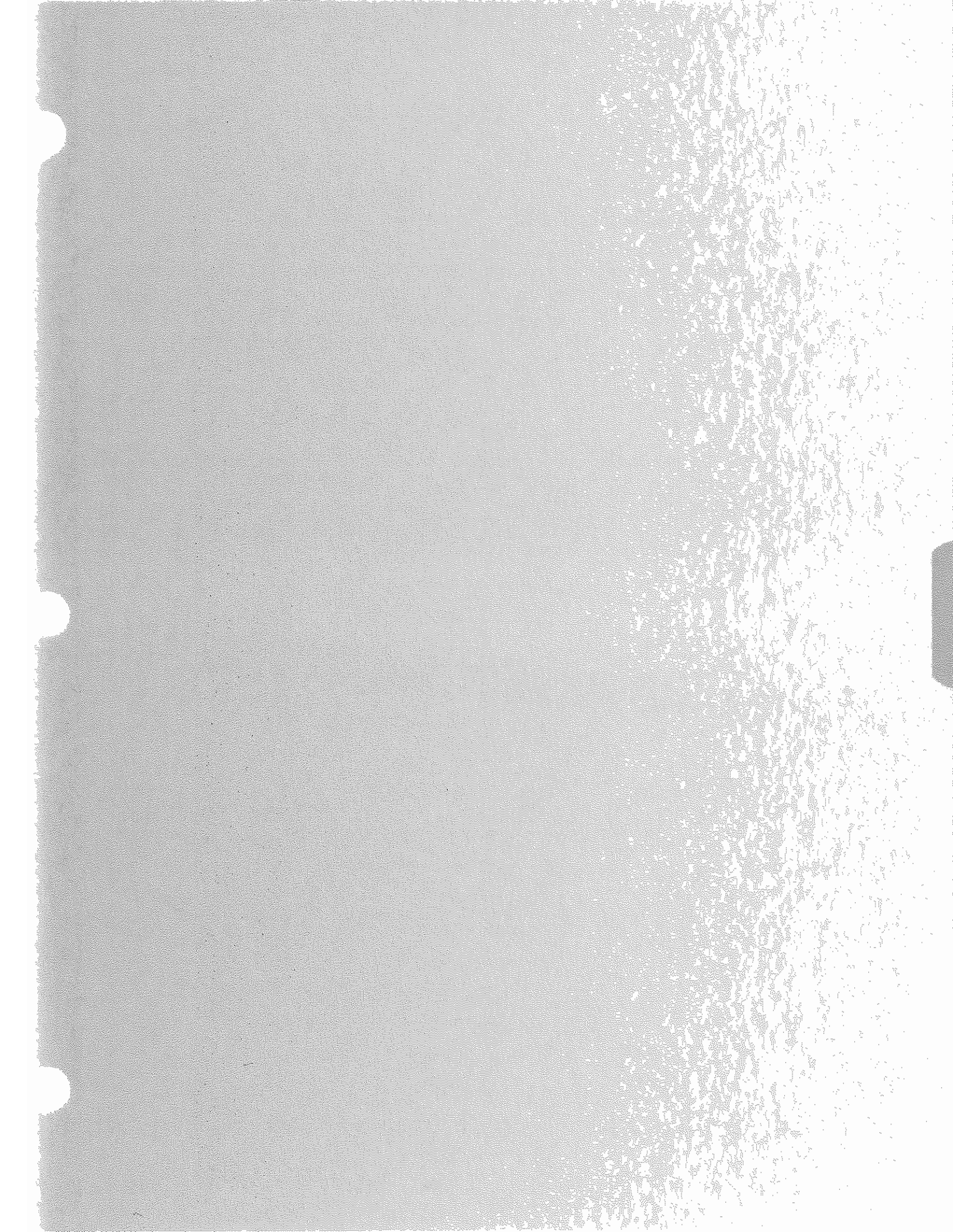
AUFTRAGGEBER:  
NONE

VON:  
BANQUE FRANCAISE DU COMMERCE  
EXTERIEUR  
PARIS

ZAHLUNGSGRUND:  
NONE

168'000.00

Wert / Value 28.06.1991 168'000.00





**VERWALTUNGS- UND PRIVAT-BANK AG**  
 PRIVATE TRUST BANK CORPORATION  
 FL-9490 VADUZ, LIECHTENSTEIN

Kontoinhaber/Holder of Account

Seite/Page

**TAGESAUZUG/DAILY STATEMENT**

8861010/2

**I.A.L. INTERNATIONAL  
 AIRCRAFT LEASING LIMITED**

Konto/Account No.  
 235.972.053

Kontobezeichnung/Type of Account  
 KONTOKORRENT

Datum/Date

22.12.88

9490 VADUZ

Text/Description	Wert/Value	Soll/Debit DM	Haben/Credit DM
UEBERWEISG THYSSEN INDUSTRIE	23.12.88		1'466'000.00
1 = Frankoposten/Free of charges			
WIR WUENSCHEN IHNEN FROHE FESTTAGE UND EIN GLUECKLICHES NEUES JAHR		Saldo zu Ihren Lasten Balance in our favour	Saldo zu Ihren Gunsten Balance in your favour
			1'466'000.00

TELEFON: 075/56655 · TELEX NR.: 889200, 889300 (BÖRSE) · TELEFAX 075/26697 · PC-KONTO: 90-8291-5 · SWIFT VPBV LI 22

SE&O.

Aeulestraße 5. FL-9490 Vaduz.



**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**

BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION

FL-9490 VADUZ, LIECHTENSTEIN · TELEFON 075/56655 · TELEX 889300 · TELEFAX 075/26697 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPBV LI 22

**GÜTSCHRIFTSANZEIGE**

FL-9490 VADUZ    22.12.1988    REF.: BG/MOR    KONTO: KONTOKORRENT    ACCOUNT: 235.972.053

**I.A.L. INTERNATIONAL  
 AIRCRAFT LEASING LIMITED**

9490 VADUZ

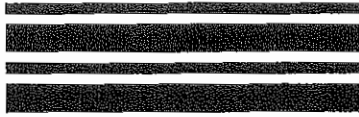
	BETRAG/AMOUNT	WERT/VALUE
UEBERWEISUNG AUFTRAGS THYSSEN INDUSTRIE AG, POSTFACH 10 37 45, 4300 ESSEN 1  "DARLEHEN"	DM 1'466'000.00	23.12.88

MIT FREUNDLICHEN GRÜSSEN / VERY TRULY YOURS  
**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**

VIS 1

Anzeigen bis Sfr. 50'000.- oder Gegenwert tragen nur ein Visum.  
 Advice up to Sfrs. 50'000.- or countervalue bear only Visa

*claw*



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 96-03-08  
Obtained By: Fiegenwald  
Exhibit No.: 95-27  
Item No.: 16  
Location: Belosse

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank statements for account  
235. 972. 010



**VERWALTUNGS- UND PRIVAT-BANK AG**  
 PRIVATE TRUST BANK CORPORATION  
 FL-9490 VADUZ, LIECHTENSTEIN

Kontoinhaber/Holder of Account

Seite/Page  
2

**I.A.L. INTERNATIONAL  
 AIRCRAFT LEASING LIMITED**

9490 VADUZ

**28 DIC 1988**  
 FV...

**TAGESAUZUG/DAILY STATEMENT**

Konto/Account No. <b>235.972.053</b>	Kontobezeichnung/Type of Account <b>KONTOKORRENT</b>	Datum/Date <b>23.12.88</b>
---	---	-------------------------------

Text/Description	Wert/Value	Soll/Debit DM	Haben/Credit DM
<b>UEBERWEISG</b>	<b>23.12.88</b>	<b>1'446'000.00</b>	
= Frankoposten/Free of charges			
<b>WIR WUENSCHEN IHNEN FROHE FESTTAGE UND EIN GLUECKLICHES NEUES JAHR</b>		Saldo zu Ihren Lasten Balance in our favour	Saldo zu Ihren Gunsten Balance in your favour <b>20'000.00</b>

TELEFON: 075/56655 · TELEX NR.: 889300, 889300 (BÖRSE) · TELEFAX 075/26697 · PC-KONTO: 90-8291-5 · SWIFT VPBV LI 22

SE&O



2

**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**

BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION  
 FL-9490 VADUZ, LIECHTENSTEIN · TELEFON 075/56655 · TELEX 889300 · TELEFAX 075/26697 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPBV LI 22

<b>BELASTUNGSANZEIGE</b>			<b>28 DIC 1988</b>
FL-9490 VADUZ	23.12.1988	REF: 96/HAP	KONTO: ACCOUNT: KONTOKORRENT
			235.972.053

**IHRE WEISUNGEN  
 VOM 22.12.1988 GP**

**I.A.L. INTERNATIONAL  
 AIRCRAFT LEASING LIMITED**

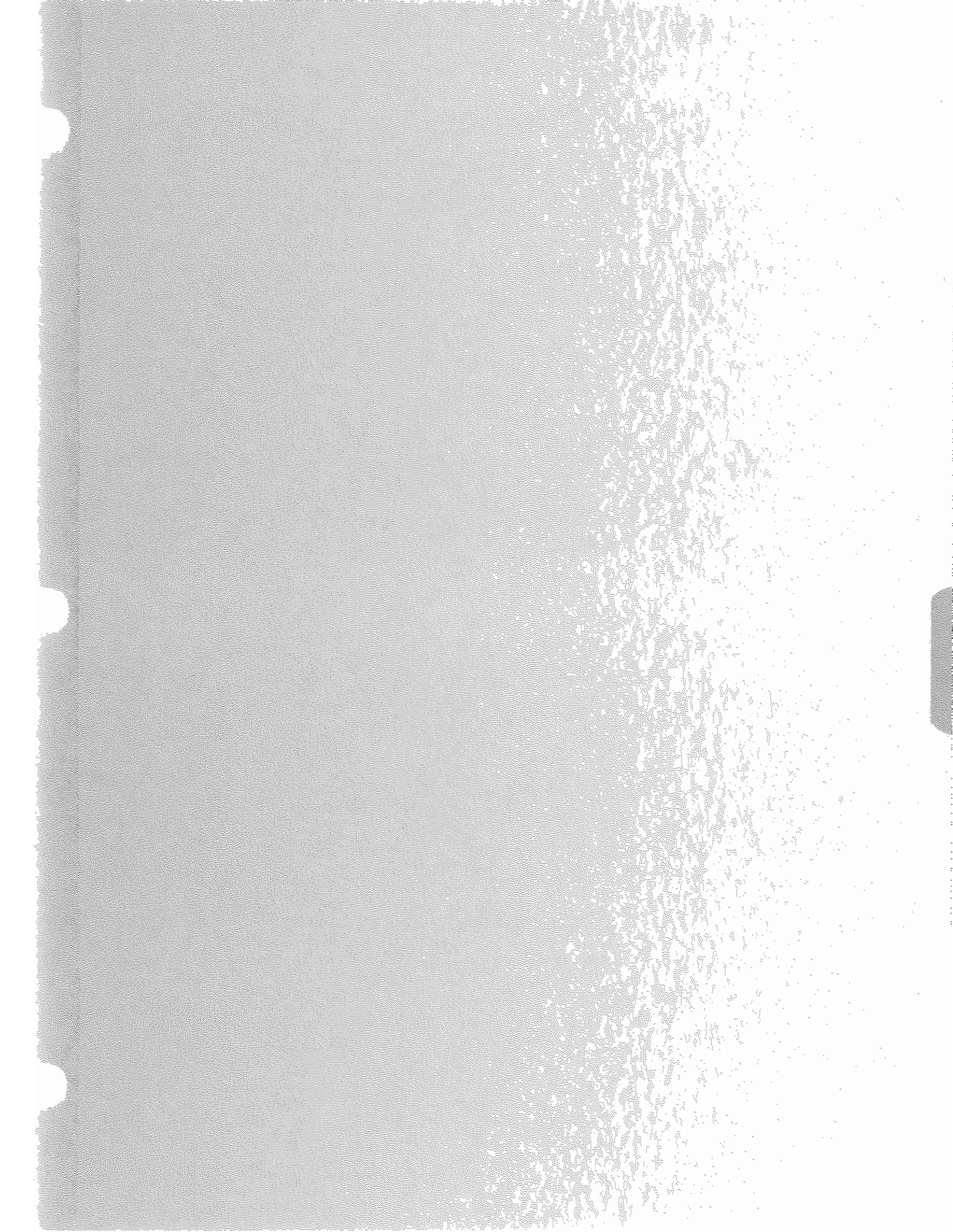
9490 VADUZ

	BETRAG/AMOUNT	WERT/VALUE
<b>UEBERWEISUNG</b>	<b>DM 1'446'000.00</b>	<b>23.12.88</b>

MIT FREUNDLICHEN GRÜSSEN/VERY TRULY YOURS  
**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**

VISA





*Clare*



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 960308  
Obtained By: Fiegenwald  
Exhibit No.: 95-27  
Item No.: 16  
Location: Belosse

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank statements for account  
235. 972. 010



125

**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**

BANQUE PRIVEE DE GERANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION  
 FL-9499 VADUZ, LIECHTENSTEIN TELEFON 075/56655 TELEX 889200, TELEFAX 075/26697 POSTSCHECKKONTO 90-8291-5 SWIFT VPBV LI 22

**GUTSCHRIFTSANZEIGE**

FL-9490 VADUZ      19.10.1988      REF.      FW/BRM      KONTO:      KONTOKORRENT      235.971.013  
 ACCOUNT:

2. OTT 1988

KENSINGTON ANSTALT  
 9490 VADUZ

	BETRAG / AMOUNT	WERT / VALUE
UEBERWEISUNG AUFTRAGS INTERLEITEN SOCIE- TE ANONYME, VADUZ.  <i>Conto est laterl.</i>	SFR 1'400'000.00	19.10.88

HOCHACHTUNGSVOLLE / VERY TRULY YOURS  
**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**

*mid*

ANZEIGEN BIS SFR. 50 000.- ODER GEGENWERT TRAGEN NUR EIN VISUM  
 ADVICES UP TO SFRs. 50 000.- OR COUNTERVALUE BEAR ONLY A VISA.

**ÜBERWEISUNGS-AUFTRAG/PAYMENT ORDER**

**Kopie für Ihre Akten/Copy for your files**

BITTE ÜBERWEISEN SIE ZU LASTEN KONTO  
 PLEASE REMIT TO THE DEBIT OF ACCOUNT

Verwaltungs- und Privat-Bank  
 Aktiengesellschaft  
 Private Trust Bank Corporation  
 9490 Vaduz

sFr.Kto.-      235.971.013

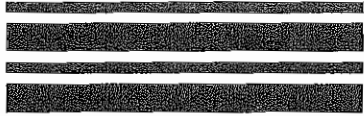
Kensington Anstalt

EMPFÄNGER BENEFICIARY  Nr. 18670	BANK-POSTCHECKKONTO BANK ACCOUNT  SBV, Zürich	MITTEILUNGEN AN DEN EMPFÄNGER INFORMATION TO THE BENEFICIARY  Ohne Nennung des Auftraggebers	BETRAG AMOUNT  sFr. 1'400'000.-
---	--	--	--

TOTAL



*Clare*



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 9603-08  
Obtained By: Frogenwald  
Exhibit No.: 95-27  
Item No.: 16  
Location: Pelosse

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank Statements for account  
235. 972. 010



**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**  
 BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION

FL-9490 VADUZ, LIECHTENSTEIN · TELEFON 075 / 56655 · TELEX 77909 · TELEGRAMME. PRIVATBANK · POSTSCHECKKONTO 90-8291 · SWIFT VPBV LI 22

**GUTGESCHRIEBEN ANZEIGE / CREDIT ADVICE**

FL-9490 VADUZ, 6.10.88 REF.: BG/bee KONTO: Korrent US\$ 235.971.021  
 ACCOUNT

1	2	3	4	5
<b>R 10 OTT 1988</b>				
<b>EVASO</b>				

Kensington Anstalt  
 9490 Vaduz

WIR HABEN INHNEN GUTGESCHRIEBEN:  
 WE HAVE CREDITED YOU WITH:

Ueberweisung Auftrags I.A.L. International Aircraft Leasing Limited, 9490 Vaduz	BETRAG / AMOUNT	WERT / VALUE
	US\$ 4'500'000.--	5.10.88

HOCHACHTUNGSVOLL / VERY TRULY YOURS  
 VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

Anzeigen bis Sfr. 50'000.-- oder Gegenwert tragen nur eine rechtsgültige Unterschrift.  
 Advices up to SFrcs. 50'000.-- or countervalue bear only one qualified signature.

BEILAGEN / ENCLOSURES:

VIS: 7202.B4



**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**

BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION

FL-9490 VADUZ, LIECHTENSTEIN · TELEFON 075 · 56655 · TELEX 889200 · TELEFAX 075 / 26697 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPBV LI 22

**GUTGESCHRIEBEN ANZEIGE / DEBIT ADVICE**

FL-9490 VADUZ, 5. Oktober 1988 REF.: HK/dum KONTO: Kontokorrent US\$ 235.971.021  
 ACCOUNT

IHRE WEISUNGEN VOM / YOUR INSTRUCTIONS OF: Besuch

Kensington Anstalt  
 9490 Vaduz

WIR BELASTEN SIE MIT FOLGENDER RIMESSE:  
 WE DEBIT YOU WITH THE FOLLOWING REMITTANCE:

NOMINAL FACE VALUE	BEZEICHNUNG / DESCRIPTION	BETRAG / AMOUNT	WERT / VALUE
US\$ 4'500'000.--	1 Scheck Nr. 103992814 à/Citibank, N.A., New York Order: Schweiz. Bankverin, Zürich		
	u/Spesen	US\$ 4.47	
		<u>US\$ 4'500'004.47</u>	5.10.

GESANDT AN SEND TO

EINSCHREIBEN / REGISTERED

HOCHACHTUNGSVOLL / VERY TRULY YOURS //



# VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION

FL-9490 VADUZ, LIECHTENSTEIN • TELEFON 075/36655 • TELEX 849 200 • TELEFAX 075/26697 • POSTCHECKMENTS 80-8291-S • SWIFT VPRV LI 22

### SENDUNGSBORDEREAU / SENDING ADVICE

FL-9490 VADUZ, 5. Oktober 1988

REF.: FK/CLM

WISUNGEN VOM / YOUR INSTRUCTIONS ON:

AMTRACS:  
BY ORDER OF:

Kensington Anstalt

9490 Vaduz

WE SENDEN IHREN NÄCHSTENHIN SIBESSE:  
WE ENCLOSE THE FOLLOWING REMITTANCE:

NOMINAL / FACE VALUE	BEZEICHNUNG / DESCRIPTION
US\$ 4'500'000.--	1 Scheck Nr. 103992814 an Citibank, N.A., New York Order: Schweiz. Bankverein, Zürich

GESANDT AN / SEND TO:

EINSCHREIBEN / REGISTERED

Ers  
(Ware! abgeholt)

HOCHACHTUNGSVOLL / VERY TRULY YOURS  
VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

*Handwritten signature*

WIR BITTEN UM RÜCK-  
SENDUNG DER BELEGENDEN  
EMPFANGSBELEG.

Diese Anzeige trägt nur eine Unterschrift  
This advice bears only one signature

PLEASE ACKNOWLEDGE  
RECEIPT BY RETURNING THE  
ENCLOSED FORM.

FS09.10.87



1992814 50001



Verwaltungs- und Privat-Bank AG  
Private Trust Bank Corp.  
FL - 9490 Vaduz

Vaduz, 5th October 1988

Pay against this check

\*4'500'000.--\*

To Schweizerischer Bankverein, Zürich

The Sum of

V.P.B. VADUZ US\$ \*4 500 000

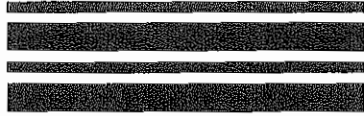
TO CITIBANK (NEW YORK STATE BR)  
NEW YORK USA

*Handwritten signature*  
GRÄNER, VERWALTUNGS- UND PRIVAT-BANK AG  
G. Erne

103992814 10223104221 99050001

5.10.1988 *Handwritten signature*

*elave*



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 96-03-08  
Obtained By: Frogenwald  
Exhibit No.: 95-27  
Item No.: 16  
Location: Belasse

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank Statements for account  
235. 972. 010





# VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

134

BANQUE PRIVEE DE GERANCE SOCIETE ANONYME - PRIVATE TRUST BANK CORPORATION

FL-9490 VADUZ, LIECHTENSTEIN · TELEFON (075) 5 66 55 · TELEX 889 200 · TELEFAX (075) 2 66 97 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPBV LI 22

Bitte für Ihre Aufträge bei uns für Ihre files

FL-9490 VADUZ

REF.

US\$ kto.

235.971.021

Kensington Anstalt

Val. 21.10.88

WIR HABEN SIE WIE FOLGT BELASTET:  
WE HAVE DEBITED YOU AS FOLLOWS:

<b>EMPFÄNGER BENEFICIARY</b>  Nr. 18679	<b>BANK-POSTCHECKKONTO BANK ACCOUNT</b>  SBV, Zürich	<b>MITTEILUNGEN AN DEN EMPFÄNGER INFORMATION TO THE BENEFICIARY</b>  Ohne Angabe des Auftraggebers	<b>BETRAG AMOUNT</b>  US\$ 584'500.-
---	--	---	--

IHRE WEISUNGEN VOM/YOUR INSTRUCTIONS OF

18.10.88 KAS/EG

VIS:

<b>WERT/VALUE</b>	
-------------------	--

HOCHACHTUNGSVOLL/VERY TRULY YOURS  
VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

ANZEIGEN BIS SFR.50.000.- ODER GEGENWERT TRAGEN NUR EINE RECHTSGÜLTIGE UNTERSCHRIFT.  
ADVICES UP TO SFRCS. 50.000.- OR COUNTERVALUE BEAR ONLY ONE QUALIFIED SIGNATURE.



# VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

BANQUE PRIVEE DE GERANCE SOCIETE ANONYME - PRIVATE TRUST BANK CORPORATION

FL-9490 VADUZ, LIECHTENSTEIN · TELEFON 075/5 66 55 · TELEX 889 300 · TELEFAX 075/2 66 97 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPBV LI 22

## GUTSCHRIFTSANZEIGE

FL-9490 VADUZ

19.10.1988

REF.

BG/GSS

KONTO:  
ACCOUNT:

KONTOKORRENT

235.971.021

2. OCT 1988

KENSINGTON ANSTALT

9490 VADUZ

UEBERWEISUNG AUFTRAGS I.A.L. INTER- NATIONAL AIRCRAFT LEASING LIMITED, 9490 VADUZ.  <i>corrected</i>	<b>BETRAG/AMOUNT</b>  US\$ 584'500.00	<b>WERT/VALUE</b>  21.10.88
--	---	-----------------------------------



Q



# VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

BANQUE PRIVEE DE GERANCE SOCIETE ANONYME - PRIVATE TRUST-BANK CORPORATION

90 VADUZ, LIECHTENSTEIN · TELEFON (075) 5 66 55 · TELEX 889200 · TELEFAX (075) 2 66 97 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPBV LI 22

**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**

DUZ:

REF:

235.971.030

*Wensington Anstalt*

SIE WIE FOLGT BELASTET:  
DEBITED YOU AS FOLLOWS:

REF  
ARY

18679 SCHREIBER

2227 SCHREIBER

BANK-POSTCHECKKONTO  
BANK ACCOUNT

S.O.V. Zürich

S.K.A. Pontresina

MITTEILUNGEN AN DEN EMPFÄNGER  
INFORMATION TO THE BENEFICIARY

*ohne Nennung des  
Auftraggebers*

*do.*

BETRAG  
AMOUNT

*Can \$ 1.000.000.-*

*Can \$ 500.000.-*

WERT/WALUE

*Can \$ 1.500.000.-*

IM YOUR INSTRUCTIONS OF:

*Vaduz, 27/10/88*

HOCHACHTUNGSVOLL/VERY RESPECTFULLY/YOURS  
VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

ANZEIGEN BIS SFR. 50.000.- ODER GEGENWERT TRAGEN NUR EINE RECHTSGÜLTIGE UNTERSCHRIFT.  
ADVICES UP TO SFRCS. 50.000.- OR COUNTERVALUE BEAR ONLY ONE QUALIFIED SIGNATURE.

51

# VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

BANQUE PRIVEE DE GERANCE SOCIETE ANONYME - PRIVATE TRUST BANK CORPORATION

FL-9490 VADUZ, LIECHTENSTEIN · TELEFON (075) 5 66 55 · TELEX 889 200 · TELEFAX (075) 2 66 97 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPBV LI 2

FL-9490 VADUZ

REF.

235.971.0

Kensington Anstalt

WIR HABEN SIE WIE FOLGT BELASTET.  
WE HAVE DEBITED YOU AS FOLLOWS:

<b>EMPFÄNGER BENEFICIARY</b>  Kto 18679 Schreiber	<b>BANK-POSTCHECKKONTO BANK ACCOUNT</b>  S.B.V. Zürich	<b>MITTEILUNGEN AN DEN EMPFÄNGER INFORMATION TO THE BENEFICIARY</b>   	<b>BETRAG AMOUNT</b>  Can \$ 100'000.-
---	--	---	--

IHRE WEISUNGEN VOM/YOUR INSTRUCTIONS OF:

Vaduz, 27/10/88

VIS:

WERT/VALUE

HOCHACHTUNGSVOLL / VERY TRULY YOURS  
VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

ANZEIGEN BIS SFR. 50.000.- ODER GEGENWERT TRAGEN NUR EINE RECHTSGÜLTIGE UNTERSCHRIFT.  
ADVICES UP TO SFRC5. 50,000 - OR COUNTERVALUE BEAR ONLY ONE QUALIFIED SIGNATURE.



# VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

BANQUE PRIVEE DE GERANCE SOCIETE ANONYME - PRIVATE TRUST BANK CORPORATION

FL-9490 VADUZ, LIECHTENSTEIN · TELEFON 075/5 66 55 · TELEX 889 300 · TELEFAX 075/2 66 97 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPBV LI 22

## BELASTUNGSANZEIGE

FL-9490 VADUZ    28.10.1988    REF.: BG/ERW    KONTO: KONTOKORRENT    ACCOUNT:    235.971.00

IHRE WEISUNGEN  
VOM: 27.10.1988

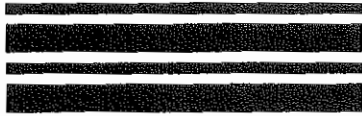
KENSINGTON ANSTALT

9490 VADUZ

SWIFT-ÜBERWEISUNG GEMAESS BEILAGE.  <div data-bbox="454 1722 779 1890" style="border: 1px solid black; padding: 5px;"> <table border="1" style="width: 100%; text-align: center;"> <tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr> <tr><td colspan="5">- 2 NOV 1988</td></tr> <tr><td colspan="5">EVASU</td></tr> </table> </div>	1	2	3	4	5	- 2 NOV 1988					EVASU					<b>BETRAG/AMOUNT</b>  Can \$ 100'000.00	<b>WERT/VALUE</b>  28.10.88
1	2	3	4	5													
- 2 NOV 1988																	
EVASU																	

HOCHACHTUNGSVOLL / VERY TRULY YOURS  
VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

*elane*



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 96-03-08  
Obtained By: Fiegenwald  
Exhibit No.: 95-27  
Item No.: 16  
Location: Pelossi

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank Statements for account  
235. 972. 010



128

**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**

BANQUE PRIVEE DE GERANCE SOCIETE ANONYME - PRIVATE TRUST BANK CORPORATION

FL-9490 VADUZ, LIECHTENSTEIN · TELEFON (075) 5 66 55 · TELEX 889 200 · TELEFAX (075) 2 66 97 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPBV LI 22

FL-9490 VADUZ.

REF:

235.971.030

Kensington Anstalt

WIR HABEN SIE WIE FOLGT BELASTET.  
WE HAVE DEBITED YOU AS FOLLOWS:

<p>EMPFÄNGER BENEFICIARY</p> <p>Kto 18679 Schwenber</p>	<p>BANK-POSTSCHECKKONTO BANK ACCOUNT</p> <p>S.B.V. Zürich</p>	<p>MITTEILUNGEN AN DEN EMPFÄNGER INFORMATION TO THE BENEFICIARY</p>	<p>BETRAG AMOUNT</p> <p>Can \$ 100'000</p>
		<p>WERT/VALUE</p>	<p>Can \$ 100'000</p>

IHRE WEISUNGEN VOM/YOUR INSTRUCTIONS OF:

Vaduz, 27/10/88

VIS:

HOCHACHTUNGSVOLLE/VERY SERIOUS SIGNATURES  
VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

ANZEIGEN BIS SFR. 50.000.- ODER GEGENWERT TRAGEN NUR EINE RECHTSGÜLTIGE UNTERSCHRIFT  
ADVICES UP TO SFRCS. 50,000.- OR COUNTERVALUE BEAR ONLY ONE QUALIFIED SIGNATURE.



**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**

BANQUE PRIVEE DE GERANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION

FL-9490 VADUZ, LIECHTENSTEIN · TELEFON 075/5 66 55 · TELEX 889 300 · TELEFAX 075/2 66 97 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPBV LI 22

**BELASTUNGSANZEIGE**

FL-9490 VADUZ    28.10.1988    REF.: BG/ERW    KONTO: KONTOKORRENT    ACCOUNT:    235.971.030

IHRE WEISUNGEN  
VOM: 27.10.1988

KENSINGTON ANSTALT

9490 VADUZ

<p>SWIFT-ÜBERWEISUNG GEMAESS BEILAGE.</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 20%;">1</td> <td style="width: 20%;">2</td> <td style="width: 20%;">3</td> <td style="width: 20%;">4</td> <td style="width: 20%;">5</td> </tr> <tr> <td colspan="5">- 2 NOV 1988</td> </tr> <tr> <td colspan="5">EVASU</td> </tr> </table> </div>	1	2	3	4	5	- 2 NOV 1988					EVASU					<p>BETRAG/AMOUNT</p> <p>CA\$            100'000.00</p>	<p>WERT/VALUE</p> <p>28.10.88</p>
1	2	3	4	5													
- 2 NOV 1988																	
EVASU																	

T



# VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION

FL-9490 VADUZ, LIECHTENSTEIN · TELEFON 075 5 66 55 · TELEX 889 200 · TELEFAX 075/2 66 97 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPBV LI 22



FÜR IHREN HEUTIGEN BARBEZUG BELASTEN WIR SIE WIE FOLGT  
WE DEBIT YOU AS FOLLOWS FOR YOUR TODAY'S CASH WITHDRAWAL:

KENSINGTON ANSTALT

WÄHRUNG  
KONTONUMMER

CAS \*\*\*\*\*61,466.40 27.10.88  
KURS 1.227500/001  
SFR \*\*\*\*\*100,000.00

205.971.830 MAS 5

TRAN-CD  
111

FL-9490 VADUZ 27.10.88 16:23 150.000 0005+ES +

HOCHACHTUNGSVOLL / VERY TRULY YOURS,  
VERWALTUNGS- UND PRIVAT-BANK AG

*Handwritten signature*

*Handwritten signature*

ANZEIGE OHNE UNTERSCHRIFT  
ADVICE WITHOUT SIGNATURE

UNTERSCHRIFT DES EMPFÄNGERS  
WITHDRAWER'S SIGNATURE

6550.05.BB



# VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION

FL-9490 VADUZ, LIECHTENSTEIN · TELEFON 075 5 66 55 · TELEX 889 200 · TELEFAX 075/2 66 97 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPBV LI 22



FÜR IHREN HEUTIGEN BARBEZUG BELASTEN WIR SIE WIE FOLGT:  
WE DEBIT YOU AS FOLLOWS FOR YOUR TODAY'S CASH WITHDRAWAL:

KENSINGTON ANSTALT

WÄHRUNG  
KONTONUMMER

CAS \*\*\*\*\*150,000.00 27.10.88  
CAS \*\*\*\*\*375.00

205.971.830 MAS 5

TRAN-CD  
111

FL-9490 VADUZ 27.10.88 16:23 150.000 0005+EE -

HOCHACHTUNGSVOLL VERY TRULY YOURS,  
VERWALTUNGS- UND PRIVAT-BANK AG

ANZEIGE OHNE UNTERSCHRIFT  
ADVICE WITHOUT SIGNATURE

*Handwritten signature*  
UNTERSCHRIFT DES EMPFÄNGERS  
WITHDRAWER'S SIGNATURE

PELOSSI00020

*Elane*



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 96-03-08  
Obtained By: Fiegenwald  
Exhibit No.: 95-27  
Item No.: 16  
Location: Pelossi

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank Statements for account  
235. 972. 010





126

# VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION

FL-9490 VADUZ, LIECHTENSTEIN · TELEFON 075/5 66 55 · TELEX 889 200 · TELEFAX 075/2 66 97 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPBV LI 22

## QUITTUNG / RECEIPT

ICH BESTÄTIGE, EMPFANGEN ZU HABEN:  
I CONFIRM HAVING RECEIVED:

KENSINGTON ANSTALT

KONTOKORRENT

199,998,065

CAF \*\*\*\*\*81,466.43

27.10.88

KURS 1.227500/961

ZAHLUNGSBEFRAG

SFR \*\*\*\*\*100,000.00

205.971.000 KAF 5

TRAN-05  
111

*on behalf of Kensington Anstalt*  
*27.10.88*

FL-9490 VADUZ 27.10.88 16:23 199 998 005+ES

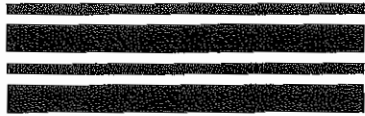
HOCHACHTUNGSVOLL / VERY TRULY YOURS  
VERWALTUNGS- UND PRIVAT-BANK AG

VISUM  
SB .....

ANZEIGE OHNE UNTERSCHRIFT  
ADVICE WITHOUT SIGNATURE

UNTERSCHRIFT DES EMPFÄNGERS  
WITHDRAWER'S SIGNATURE

*elane*



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 96-03-08  
Obtained By: Fiegenwald  
Exhibit No.: 95-27  
Item No.: 16  
Location: Belasse

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank statements for account  
235. 972. 010



127

# VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION

FL-9490 VADUZ, LIECHTENSTEIN · TELEFON 075 / 5 66 55 · TELEX 889 200 · TELEFAX 075 / 2 66 97 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPBV LI 22

## BELASTUNGSANZEIGE / DEBIT ADVICE

FÜR IHREN HEUTIGEN BARBEZUG BELASTEN WIR SIE WIE FOLGT:  
WE DEBIT YOU AS FOLLOWS FOR YOUR TODAY'S CASH WITHDRAWAL:

KENSINGTON ANSTALT

KONTOKORREKT

199,798,065

CA\$ \*\*\*\*\*81,466.40 27.10.88

ABRUFBETRAG

KURS 1.227500/001

SFR \*\*\*\*\*100,000.00

235.971.030	KAS 5
	TRAN-CD 111

FL-9490 VADUZ 27.10.88 16:23 199.085 0005+ES +

HOCHACHTUNGSVOLL / VERY TRULY YOURS,  
VERWALTUNGS- UND PRIVAT-BANK AG

*Handwritten signature*

*Handwritten signature*

ANZEIGE OHNE UNTERSCHRIFT  
ADVICE WITHOUT SIGNATURE

UNTERSCHRIFT DES EMPFÄNGERS  
WITHDRAWER'S SIGNATURE

6550 05 88



# VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION

FL-9490 VADUZ, LIECHTENSTEIN · TELEFON 075 / 5 66 55 · TELEX 889 200 · TELEFAX 075 / 2 66 97 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPBV LI 22

## BELASTUNGSANZEIGE / DEBIT ADVICE

FÜR IHREN HEUTIGEN BARBEZUG BELASTEN WIR SIE WIE FOLGT:  
WE DEBIT YOU AS FOLLOWS FOR YOUR TODAY'S CASH WITHDRAWAL:

KENSINGTON ANSTALT

KONTOKORREKT

199,798,065

CA\$ \*\*\*\*\*150,000.00 27.10.88

ABRUFBETRAG

CA\$ \*\*\*\*\*375.00

235.971.030	KAS 5
	TRAN-CD 011

FL-9490 VADUZ 27.10.88 16:23 199.078 0005+EE -

HOCHACHTUNGSVOLL / VERY TRULY YOURS,  
VERWALTUNGS- UND PRIVAT-BANK AG

*Handwritten signature*

*Elane*



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 96-03-08  
Obtained By: Fiegenwald  
Exhibit No.: 95-27  
Item No.: 16  
Location: Belasse

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Bank statements for account  
235. 972. 010



# VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION

FL-9490 VADUZ, LIECHTENSTEIN · TELEFON 075/5 66 55 · TELEX 889 200 · TELEFAX 075/2 66 97 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPBV LI 22

## QUITTUNG / RECEIPT

ICH BESTÄTIGE, EMPFANGEN ZU HABEN:  
I CONFIRM HAVING RECEIVED:

KENSINGTON ANSTALT

KONTOKORRENT                      199,998,865                      CA\$ \*\*\*\*\*150,000.00                      27.10.88

KOMMISSION                      SFR \*\*\*\*\*474.35                      CA\$ \*\*\*\*\*375.00  
GFR-GEGENWERT                      SFR \*\*\*\*\*189,750.00                      1.265200

235.971.030 KAS 5

TRAN-CO  
011

*Handwritten signature and date*  
27-10-88

FL-9490 VADUZ                      27.10.88 15:57                      190 278 0265+ES -

HOCHACHTUNGSVOLL / VERY TRULY YOURS,  
VERWALTUNGS- UND PRIVAT-BANK AG



UNTERSCHRIFT DES EMPFÄNGERS  
WITHDRAWER'S SIGNATURE

8950 05 83

R



VERWALTUNGS- UND PRIVAT-BANK AG  
PRIVATE TRUST BANK CORPORATION  
FL-9490 VADUZ, LIECHTENSTEIN

Kontoinhaber/Holder of Account	Seite/1
KENSINGTON ANSTALT	
9490 VADUZ	

TAGESAUSZUG/DAILY STATEMENT

Konto/Account No.	Kontobezeichnung/Type of Account	Datum/Date
235.971.030	KONTOKORRENT	28.10.88

Text/Description	Wert/Value	Soll/Debit CAS	Haben/Credit CAS
BEZUG COND- UEBERWEISG	1 28.10.88	150'000.00	
	- 2 NOV 1988	1'500'000.00	
1 = Frankoposten/Free of charges		Saldo zu Ihren Lasten Balance in our favour	Saldo zu Ihren Gunsten Balance in your favour
			18'158.

TELEFON: 075/56655 · TELEX NR.: 889200, 889300 (BÖRSE) · TELEFAX 075/26697 · PC-KONTO: 90-B291-5 · SWIFT VPBV LI 22



VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION  
FL-9490 VADUZ, LIECHTENSTEIN · TELEFON 075/56655 · TELEX 889 300 · TELEFAX 075/26697 · POSTSCHECKKONTO 90-B291-5 · SWIFT VPBV LI 22

BELASTUNGSANZEIGE			
9490 VADUZ	28.10.1988	REF.: BG/ERW	KONTO: ACCOUNT: KONTOKORRENT
			235.971.03

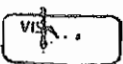
IHRE WEISUNGEN  
VOM: 27.10.1988  
KENSINGTON ANSTALT  
9490 VADUZ

BETRAG/AMOUNT	WERT/VALUE
CAS 1'500'000.00	28.10.88
Corrente/Kto	

SWIFT-ÜBERWEISUNGEN GEMAESS BEILAGE.

1	2	3	4	5
- 2 NOV 1988				
EVASU				

HOCHachtungsvoll / VERY TRULY YOURS  
VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT



PELOSSI00018

Anzeigen bis Sfr. 50'000 - oder





# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 97-02-13  
Obtained By: Sgt. Claude Dinet  
Exhibit No.: 95-27  
Item No.: 32  
Location: Malen, Italia

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes \_\_\_\_\_ No

COMMENTS Document voluntarily given  
to Sgt. Dinet by Giorgio Basso  
in Malen, Italia (re: Bitman & others)

Clow: 2 - 11 - 12 - 13 - 17 - 19 - 21 - 22 - 23 -  
26 - 32 - 35 - 37 - 41 - 44 - 48 - 52 -  
55 - 58 - 59 - 61 - 64 - 67 - 69 - 70 - 72.



61  
173



**VERWALTUNGS- UND PRIVATBANK AG**  
PRIVATE TRUST BANK CORPORATION  
FL-9490 VADUZ, LIECHTENSTEIN

Kontokhaber/Holder of Account

Seite/Page 2

**TAGESAUSZUG/DAILY STATEMENT - 6 APR 1989**

**MERKUR HANDELS- UND  
INDUSTRIE AKTIENGESELLSCHAFT**  
9490 VADUZ

Konto/Account No <b>239.293.030</b>	Kontobezeichnung/Type of Account <b>KONTOKORRENT</b>	SWISS <b>EVASO</b>	Datum/Date <b>04.04.89</b>
--	---	-----------------------	-------------------------------

Text/Description	Wert/Value	Soll/Debit CAS	Haben/Credit CAS
UEBERWEISG KENSINGTON ANSTALT	04.04.89		400'000.00
UEBERWEISG BITUCAN HOLDING LTD.	04.04.89	400'002.94	

1 = Frankoposten/Tax of charges

Geld zu Ihren Lasten  
Balance in our favour

Geld zu Ihren Gunsten  
Balance in your favour

**12'094.04**

STROM 075/140 55 - TELEF. NR. 091200, 091206 (BOERSE) - TELEFAX 075/244 81 - PC-KONTO 90-8291-5 - SWIFT VPRV LI 21

GE&O

Private Trust Bank Corporation  
 City Centre, P. O. Box 883  
 FL-9490 Vaduz, Liechtenstein

Holder of Account	Page 2
Merkur Handels- und Industrie Aktiengesellschaft	
9490 Vaduz	

Daily Statement

Account No. 239.293.030	Type of Account Current Account	Date 89-04-04
----------------------------	------------------------------------	------------------

Text/Description	Value	Debit CA\$	Credit CA\$
Remittance Kensington Anstalt	89-04-04		400,000.00
Remittance Bituan Holding Ltd.	89-04-04	400,002.94	
] = Free of charges		Balance in our favour	Balance in your favour 12,094.04

Telephone 0755 66 55 • Telex 880 200, 889 300 (stock exchange) • Fax 0755 65 00 • Postal Cheque acct 00-8291-S • SWIFT VPBV LI 22

[STAMP: -6 APR 1989]



# VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION  
FL 9490 VADUZ, LIECHTENSTEIN - TELEFON 075/5 88 55 - TELEX 889 300 - TELEFAX 075/2 66 97 - POSTSCHECKKONTO 90-8291-5 - SWIFT VPRV LI 22

68  
JTB

## GUTSCHRIFTSANZEIGE

FL 9490 VADUZ 4.04.1989 REF. BG/MOR KONTO: KONTOKORRENT 239.293.030  
ACCOUNT:

1 2 3 4 5  
- 6 APR 1989  
EVS

MERKUR HANDELS- UND  
INDUSTRIE AKTIENGESELLSCHAFT  
9490 VADUZ

UEBERWEISUNG AUFTRAGS KENSINGTON ANSTALT, 9490 VADUZ  ATG	BETRAG / AMOUNT  CA\$ 400'000.00	WERT / VALUE  04.04.89
--	--	------------------------------

MIT FREUNDLICHEN GRÜßEN / VERY TRULY YOURS  
VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

Amplifier 10000, 100000 - oder Ergänzungen fragen mit 604 Visum  
Amplifier 1000 100000 - or corresponding bear only a visa



# VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

BANQUE PRIVÉE DE GÉRANCE SOCIÉTÉ ANONYME - PRIVATE TRUST BANK CORPORATION  
FL 9490 VADUZ, LIECHTENSTEIN - TELEFON 075/5 88 55 - TELEX 889 300 - TELEFAX 075/2 66 97 - POSTSCHECKKONTO 90-8291-5 - SWIFT VPRV LI 22

## ELASTUNGSANZEIGE

FL 9490 VADUZ 4.04.1989 REF. BG/OSG KONTO: KONTOKORRENT 239.293.030  
ACCOUNT:

IHRE WEISUNGEN  
VOM: 3.4.1989

1 2 3 4 5  
- 6 APR 1989  
EVS

MERKUR HANDELS- UND  
INDUSTRIE AKTIENGESELLSCHAFT  
9490 VADUZ

SWIFT-UEBERWEISUNG GEMAESS BEILAGE.  CA\$ 400'000.-- + CA\$ 2.94 UEBERWEISUNGS- SPESEN	BETRAG / AMOUNT  CA\$ 400'002.94	WERT / VALUE  04.04.89
---	--	------------------------------

MIT FREUNDLICHEN GRÜßEN / VERY TRULY YOURS

**PRIVATE TRUST BANK CORPORATION**

11-9490 Vaduz, Liechtenstein • Tel. 07518 66 33 • Telex 889 300 • Fax 07512 66 97 • Postal Chequing Acct 90-8291-5 • SWIFT VPIBV LI 22

Credit Advice				
Fl. 9490 Vaduz	1989-04-4	Ref. BG/MOR	Account: Current Account	239,293,030

MERKUR HANDELS - LND  
INDUSTRIE AKTIENGESELLSCHAFT  
9490 VADUZ

	Amount	Value
Remittance Order Kensington Anstalt 9490 Vaduz ATG	CAS 400,000.00	89-04-04

Very Truly Yours  
Private Trust Bank Corporation  
(sgd. illegible)

VIS.:  
(initials)

Advice up to SFr. 30,000 or countervalue bear only a visa

[STAMP: -6 APR 1989]

**PRIVATE TRUST BANK CORPORATION**

Fl. 9490 Vaduz, Liechtenstein • Tel. 075/5 66 55 • Telex 884 200 • Fax 075/2 66 93 • Postal Chequing Acct 90-8201-3 • SWIFT VPBV LI 33

<b>Debit Advice</b>			
FL-9490 Vaduz 1989-04-4	Ref.: BG/OSG	Account: Current Account	239.293.030

Your instructions  
of: 1989-4-3

MERKUR HANDELS - UND  
INDUSTRIE AKTIENGESELLSCHAFT  
9490 VADUZ

	Amount	Value
SWIFT remittance according to enclosure		
CA\$ 400,000.-- + CA\$ 2.94 remittance charges		
	CA\$ 400,002.94	89-04-04

Very Truly Yours  
Private Trust Bank Corporation  
(sgd. illegible)

[STAMP: -6 APR 1989]

ÜBERWEISUNGS-AUFTRAG/PAYMENT ORDER

63  
1702

Kopie für Ihre Akten/Copy for your files

BITTE ÜBERWEISEN SIE ZU LASTEN KONTOS  
PLEASE REMIT TO THE DEBIT OF ACCOUNT

Verwaltungs- und Privat-Bank  
Aktiengesellschaft

Private Trust Bank Corporation

9490 Vaduz

Merkur Handel

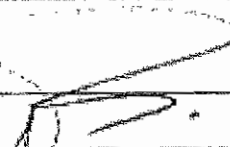
239.293,00

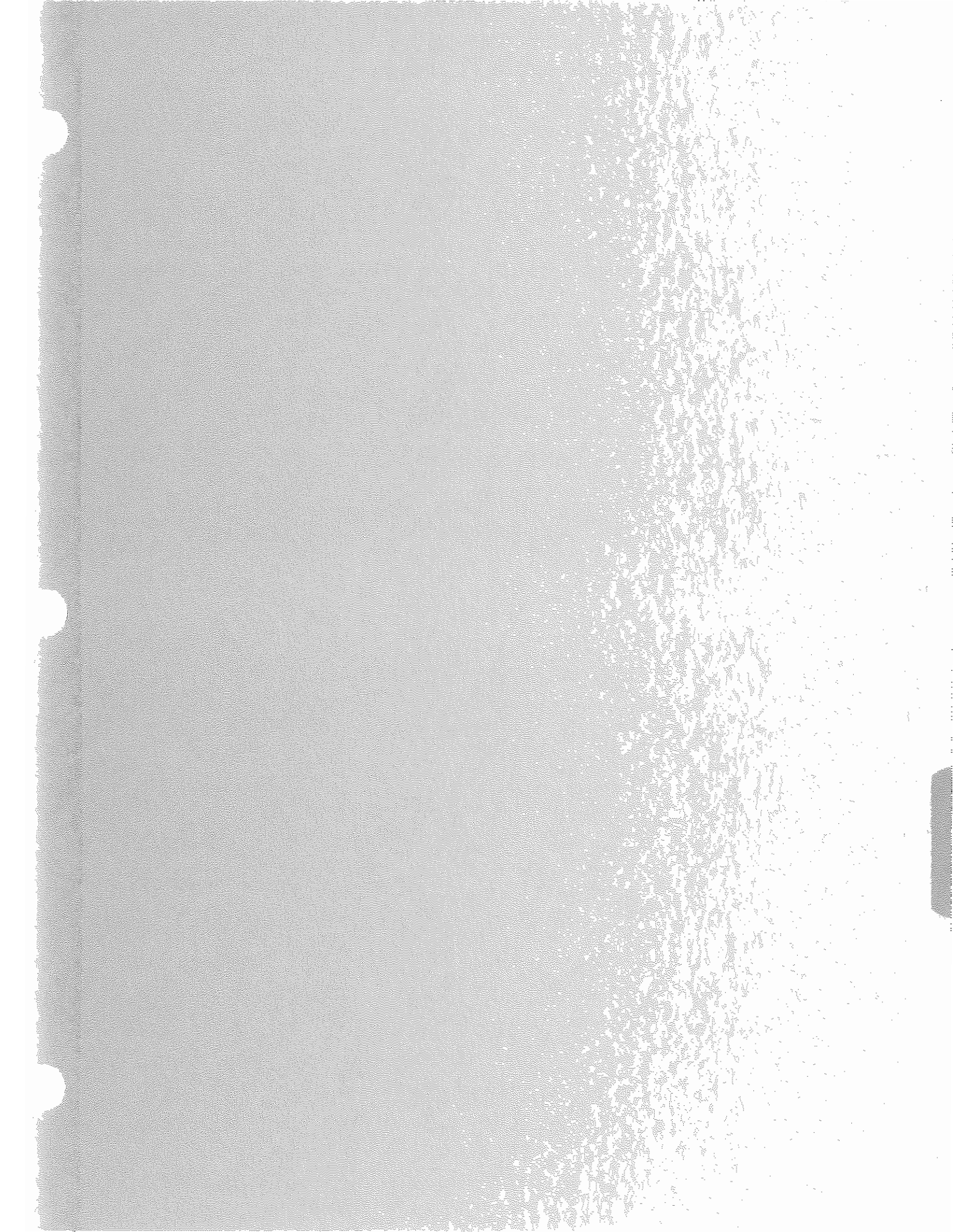
EMPFÄNGER BENEFICIARY Bituman Holding Ltd. Calgary	BANK-POSTLEICHPKONTO BANK ACCOUNT Bank of Nova Scotia, Calgary	BETRUGSANGABEN AN DEN EMPFÄNGER INFORMATION TO THE BENEFICIARY laut der pri. agreement	BETRAG AMOUNT can \$ 400'000,-
TOTAL			can \$ 400'000,-

DATUM/DATE

3.4.83

UNTERSCHRIFT  
SIGNATURE











Alex der St. ✓

Dienstag 10. April

SU 19.09

SA 5.39

15. Woche  
100-265

Andi Pul. Zeugnis?  
Notar G.F. Ande

Enich Guber  
Tel. 11:30

Stadel

387: K 199.50  
F 96  
M 48  
St 48

193.50 - 60 SF - 175 D

Maarten  
AR Thyssen  
Montreal Verkauf  
22.4.1990  
Ottawa 23.4. BHI  
Budd NE etc

Sauerterrine: USL, LSL, VerGSI

UHR

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11 Kagi ✓

12

13 Tel. Echi ✓

14 Tel. Stadel  
Tel. Ande + Bi

15 Tel. Giesem

16

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19 Tel. Guber.

20 Tel. Frank.

Mittwoch 11. April

SA 5.36

SU 19.11

UHR

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10:40  
50  
Hassmann ✓  
Guber ✓

11

12

13

14 AB 141 Fern Contab.  
60 + 175

15

16 Staphanie

17

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15. Woche  
101-264

Tel. Echi Riell  
Yae Skorseni



Freitag 18. Januar

SU 16.47

SA 8.18

3. Woche  
18-247

Kopie Brand - Ruth  
Rutger - Marg

Franziskus Awaak  
Haber?

# Tel Hamburger

Tel. Eric Gratulieren

Tel Haly 6 Sten For  
England.

Stuart 9ddln.

UHR

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Pichler

089-649-2505

Tel. Sigmalla ?

Viola - Bobic

Tel. Miri

Hilky Radic

Tel. Fred.

Cochran by AS.

30 Jan - Hand Fred.

Fax Stuart.

Samstag 19. Januar

SU 16.49

SA 8.17

3. Woche  
19-248

UHR

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UHR  
Erich Gratulieren

Haly 6 Sten Fuchs

Tel Fred

Hilky Radic  
Wittrose geodiv. Topf

Bismarck Erich Mand

540  
540  
1080  
600 Pfl.

480 : 3 = 160  
160 \* 160 = 25600

993  
893  
900

986 1/2

493  
246  
123  
123

246 Frankf. 117

117

FRA - Fred  
30 000

160 160 160

493  
246  
123  
123

117

Donnerstag 4. April

Freitag 5. April

SU 19.00

SU 18.59

SA 5.53

SA 5.51

14 Wochen  
94-274

14 Wochen  
95-270

UHR

UHR

Stobel? Pech  
Pech Prozess

Pech Anst 2  
Pech Prozess

Pracomy Blumen

George Baucel. 2

Pech Anst  
F. Prozess?

Frank: Stobel 2

Wichtig  
1181 1182 1183 1184 1185

Jürgen Ecklung?

1181 1182 1183 1184 1185

Pracomy Blumen! 70092

1181 1182 1183 1184 1185

Brif Hoth

Dr. Stabel 57. Gallen  
Hr. Gallen

1383 K  
1308 H + 50 Ws. Cu.  
204 F + 100 Ws. Cu.  
180 P 145 + 200 Ws.  
450 J. A. + 500 Ws. - Studien

1181 1182 1183 1184 1185

Abk. für Canada.

1181 1182 1183 1184 1185

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1181 1182 1183 1184 1185

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8/227 - 18820

Dienstag 28. Mai

SU 20.24

Mittwoch 29. Mai

SU 20.25

22. Woche  
149 217

LHR

SU 20.24

22. Woche  
149 218

LHR

SA 4.15

SA 4.14

Beloni ng. A.O./MB.

7

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Stadel

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Korowitj

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COROWIC 37/1

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44-371

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Frau Michel

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V. Nietsh

Tal. ng Truffe

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Koepf

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Stabl. 402

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Mark 165 Pflanz.

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Frankf. 50

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202 4h.

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100 FRA

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50 Stu.

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Jungen ng. Lorge

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Kaupp Garage

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Stadel

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Montag 1. Juli		Dienstag 2. Juli	
SA 4.00	SU 20.42	SA 4.10	SU 20.41
27. Woche 189-183 Michael Böhn	UHH 7	H.M. 55 1 Mac - Bus	27. Woche 189-182 H.M.
Haarhof 49. G.H. Gm. Jürgen	8	Haarhof.	Dr. Hoffner
Strosel 60 Que. Glad.	9:20 juig. FRA.		Cartia Jusseloff
Maupp. Splindel Boé Panu 81829	10:25 Muc	10:30 Muc 917 LH	61 40 83 95
Reichflug Canada. - Samstag.	11	11:45-00A	Barthele.
TF Hordling ?	12	Cartia	
	13		
	14		
	15		
	16	16:30 DUB 927 LH.	
	17	17:50 Muc.	
	18		
19:30 juig Muc			25 Riad 1 Meff.
20:25 FRA			

Sonntag 1. September

Tel. Filber

Waldherr 1  
 Holgat 3.8  
 Jungland 4.125  
 Winter 1 200  
 Maxwell 500

10.625

36 JAL 12 Stenard  
 12 Maxwell

# Dr. Niemann Refa Klack?  
 # Antennen Stelle

West Sphärent  
 Anette von Berg  
 08051-5764 Pösch  
 Andrea v. Berg. 30 4 Kinder  
 6-1 Hantensportclub Unbefall.  
 1000-1200 Dr

12:30 Minipid ♂

Tel. FIMMER

Montag 2. September

94

Montag 2. September

7 Tel. Minipid ✓  
 8 Tel. Lanninge w. Bed. ✓  
 Tel. Klack w. Hantsport  
 9 Tel. Royer 18679 ✓  
 Stark 1000

10 Siemen Tel 19 27  
 D.W. Füll.  
 Ebert Linn. Klack?

12 Dr. Robl

14 Fred Dancet. Baith  
 ELMER.

16 And. w. Hants.  
 Babel Smith D.

L. Miip aback  
 Bis 26.8. Linn. Markt  
 081-341-864

Tel. Royer w.  
 Treffen.

Listin v. Kanton  
 Wasser Expansion

# Grote Zeichnung

Monica - Kupp.  
 Fluy + Herz

Giesner w. Brand

Alast w. Brand ✓

Giesm w. M.N. Rose

Musjan Rose ✓

Santenhaus? ✓

Recher ✓  
 Grote Zeichnung?

Nalda

Robel.

Appl. Indendri bann

# Lanninge w. Bed. ? ✓  
 # Archib. Great ✓



9/6

Zürich

Mittwoch 6. November

SU 11

ugsburg-Stadt  
Fahndungsstelle-

Donnerstag 7. November

SU 16 46

Düsseldorf

Wochen

Freier in Mautering

Hotel-Mühle -

Sept. w. d. d. d. d. d.

Düsseldorf

Bre. d. d. d. d. d. d.

Sept. w. d. d. d. d. d.

45. Woche  
310-55

B. Jodalla - Haartat

Stroll - JA - 50  
- HARC - 35

- Winter 1200  
- Jodalla 100

Pitak auf 400

Frankfurt auf 190

Steward + Maxwell

Frankf. 4041106 = 510 CA

Jodalla 6454

Maxwell 1987

Steward 98-666 + 53 = 657 696

Pit. 603

18 = 1200 + 1300 CA

Santalla w. Vady Liesha

+ Dula -> Hong Agila / Pater

UHR

7

8

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13:20 MUC

14:10 ZUR

15 Stoll / Jodalla

16

17 Rita Santalla + Agila Hong.

18

19

20:00 ZUR  
:55 MUC

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12:25 MUC

13:50 DUS

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96

SU 16 31

46. Woche 321 44

Sonntag 17. November

Volkstrauertag

FA Augsburg-Stad  
Steuerfahndungsstelle

VerzNr.:  
Stelle:

6	
9	
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13	Bismann
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96

SU 16 33

46. Woche 320 45

Samstag 16. November

UHR

427: 218.  
107. Frank  
53. Hoywill  
57. Anneds

7	
8	
9	
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11	
12	
13	
14	Filber / Handbofa
15	
16	
17	
18	
19	
20	Andi

Sonntag 24. November

SU 16 24

47. Woche  
328 37  
Tobinsonntag

UHR 7

Whdy Canada

Pass Imagination

Joe Scarenz

Loy wq. Hoos Jaul

Jack Vance

Jim Derrvais / Ron Foster

Goed. w Deputy

Tel Hooper W.  
Agfm.

Montag 25. November

SA 7.54

SU 16 23

48. Woche  
329 36

UHR 7

Rokamp

r. Pivick + ...

New Munich 7. 149

Dr. Nimpe 70377  
Wachen von ... ✓

Hilary Tropf punker ✓

Joe Scarenz Tel.

Dr. Bühler wq. THI Bau...

Parkieten - Spunde / hodi

Stenette Fra Wachtel 2

Lothe Wachtel, Stenette 2

# Kleinblättrigs  
Weidenroschen

Epilasion parvisporum

Boni Goppel

430

215

215 - 905

55

55

404

Goeds + Modellbau

20. ...

39

Donnerstag 5. Dezember

SA 8.09

SU 16.15

49. Woche  
339-26

Tel. Frick Per

UHR 7

Tel. Stoll 17 Janig  
Da

10 145 Huck

Frick Per + Janig

Mittwoch 4. Dezember

SA 8.08

SU 16.16

49. Woche  
339-27

Tel. Frick Stiedl.

430 Ankauf  
48  
60

UHR 7

14 :20 Offener

15:30 Werk 11:00 Ende

SA 8.15  
50. Woche  
24.12.21

Dienstag 10. Dezember

Uhrzeit

7: ...

8: ...

9: ...

10: ...

11: Stohl.

12: ...

13: ...

14: Methulin

15: ...

16: ...

17: ...

18: ...

19: ...

20: ...

SA 8.16  
50. Woche  
24.12.21

Mittwoch 11. Dezember

Uhrzeit

7: ...

8: Tel. An der Stoll. V.  
5. 2 Mio: 100

9: ...

10: Tel. Bacht

11: ...

12: ...

13: Dorle Klingelplaner.

14: Tel. Elmer

15: Vloy wg. Man → Aut.  
Hugel wg. Jam:

16: Tel. Bergsch

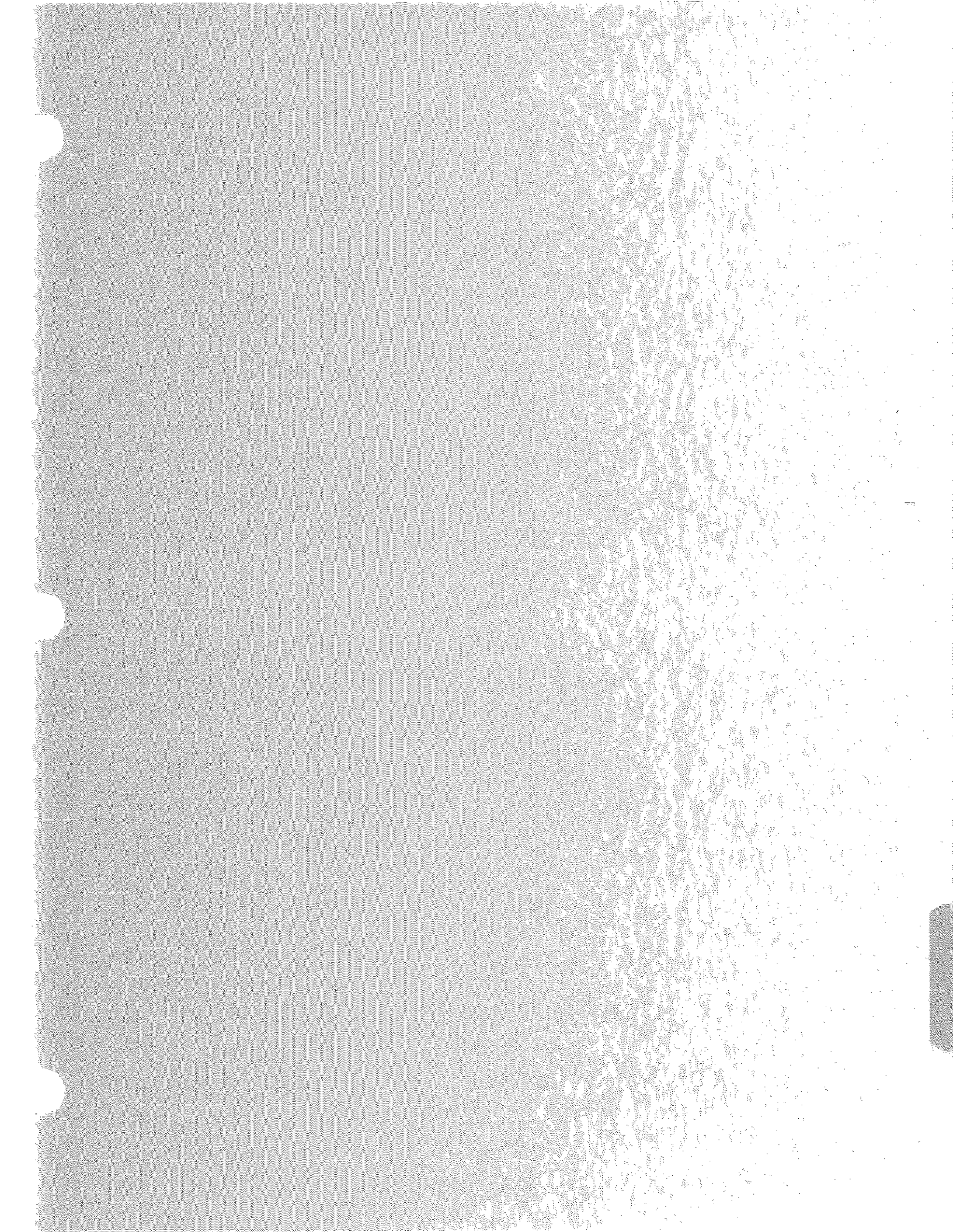
17: ...

18: ...

19: ...

20: ...

430	216
216	106
214	54
496	54
108	430



SA 122

Samstag 23. Februar

SU 17.00

8. Woche  
54-312

Fortax

Liste Frank #

Tel. Reiter

Sidner Winklerlager

UHR

7

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12:30 Andri - Post.

13 Dorle + Andi  
Stutt-München

14

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SU 17.30

Montag 24. Februar

9. Woche  
55-311

Amboy abog. ?

6.-26.4. Seite 346

10.-31.5. Seite unklar ?  
abog. ?

# Abendessen mit Stollenberg.  
Albarte Bräcke

Hopmann w. Mayer.

# Winfried Finazian  
From Rapid

Kreuzer w. Hase

Biny Anik

Schindler

Cervus links ?

426 us. 213 FRA

213

107 FRA

106

53 Maximal in Ca.

53 Stenoden W.

Dresden 0228-82020

Ryanjohal

Abendessen  
21 Min. Stollenberg.

30 Abf. Muech.

30 Mue

Nach.

10/7/88

Donnerstag 27. Februar

SU 17.5

H. Wiedler  
L. G. 1988

Frankfurt  
1-177-CA  
+ 107 WS.

UHR

7

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Frick - Frank Meers

Real.

SPROSS.

12

13

Die Steiermark / Avonach  
251-8203 & 208

Shobbe - Rolling

↓  
Tad. v. Ant.

16

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18

19 App. d. 18. 11.

20

10/7/88

Freitag 28. Februar

SU 17.5

9. Woch:  
59-30

UHR

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13

16:40 SA. TUR.

18:50 Nice.

19

20



SA 4.15 28. Woche 190-176  
 Mittwoch 8. Juli  
 UHR 7  
 480  
 48  
 480  
 160  
 16  
 476  
 16  
 192  
 236  
 Tel. Singer  
 Neufahr - Blank 2  
 # 100 Montoy & Diemler #

SA 4.16 28. Woche 191-175  
 Donnerstag 9. Juli  
 UHR 7  
 Dr. Straub  
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UHR 7  
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UHR 7  
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38 730

SA 5:23

Dienstag 25. August

SU 19:24

35. Woche  
239-128

Tel. Kopp ?

Zeyher

Grey Schiff

Elmer

Shell 300  
F 75 M 37 S 37

Hemmers-Cook. R. J. Cook  
3000

Amsted Yup

Le Yan Carter  
Sarter.

UHR

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14:30 Grey.

15 Elmer / Fred

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Mittwoch 26. August

SU 19:22

35. Woche  
239-127

Tel. Kopp ?  
Antenne ?

Can Hamulat  
Resembled Original  
Wies in Baum ?

Lloyds Fax  
Kopie Antennas  
Tel. Wg. Root

38 686

Sala Wg. Kothog.

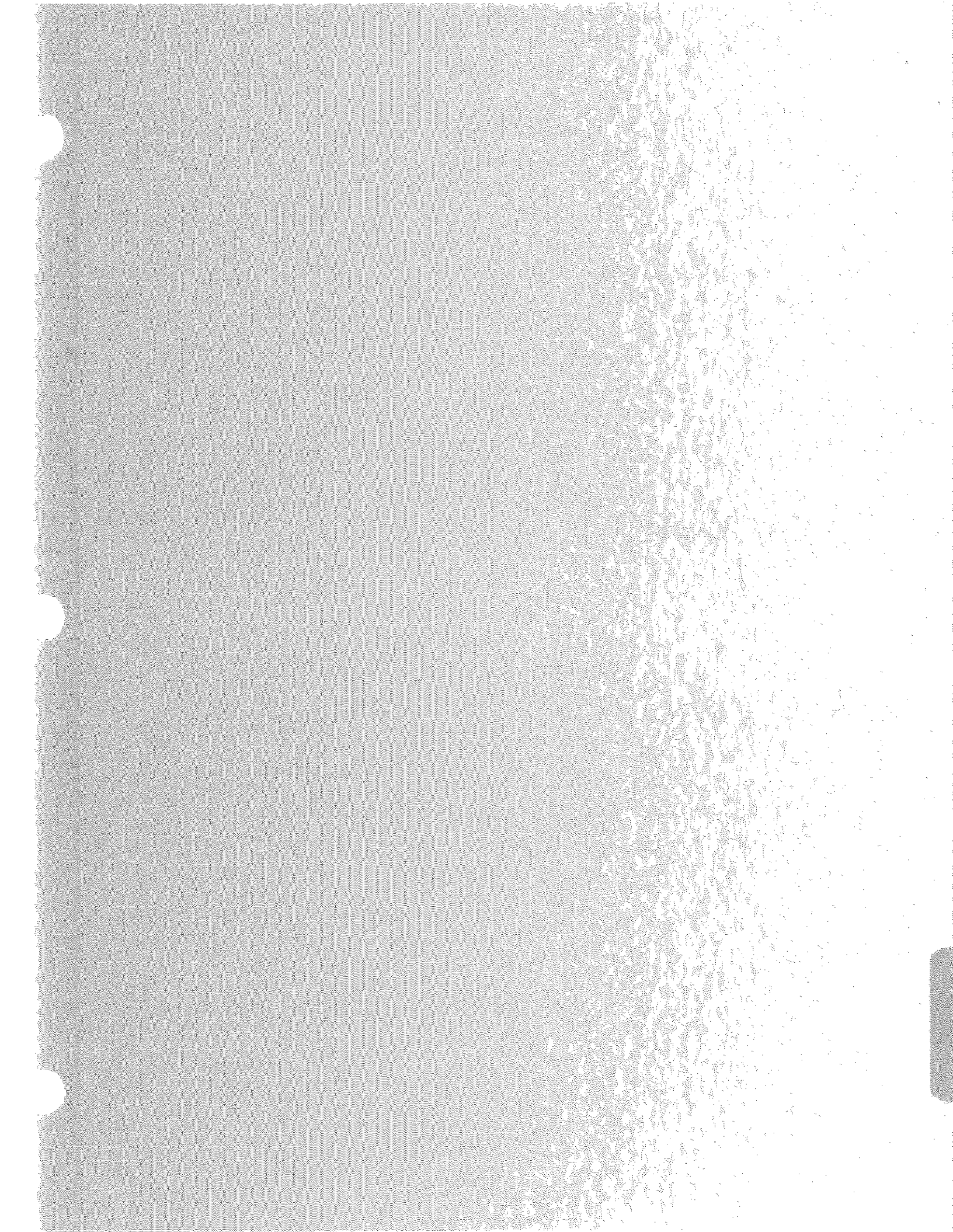
Fred Dancet.

Lamont. Handings.

Yphon.

Fred Dancet

418 392. 6555  
Fijising Camp





SA 4.06

SU 20.42

25. Woche

174-191

Mittwoch 23. Juni

UHR

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SA 4.06

SU 20.42

25. Woche

175-190

Donnerstag 24. Juni

UHR

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PM. Harlingen Lata  
992.4211

11:35 Ottawa - Toronto

SU 19.20

34. Woche  
239-126

Freitag 27. August

SA 1.26

SU 19.22

Donnerstag 26. August

SA 1.25

34. Woche  
239-126

UFR

34. Woche  
239-127

Arthur Nighthingale.  
ELMER.

Brian  
Fred

Tel. Fred ✓  
Tel. Brian ✓  
Tel. ELMER.  
30 Tel. Fred.

013. 522. 1717  
214. 578. 4269

236. 0701

14:30 Limosine.

15:30 Chart.

Brian Airport Hotel.

SU 18.21

39. Woche  
265-100

Mittwoch 22. September

5A 8.07

SU 18.23

Dienstag 21. September

5A 6.06

39. Woche  
264-101

UHR	UHR
7	7
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18	18
19	19
20	20

Andre 50  
 B. Lucen  
 Rep. loon  
 25 Raekel  
 100. ST.T.  
 FRA. 856  
 L.L. 500 MARE  
 356

Abfahrt. ST.

105 Nive

20 Much

SA 1/21

SU 16,14

Donnerstag 6. Dezember

UHR

Blumen & Gips  
Bastelstube

7 7:22 00 Uhr  
8  
9 Honeywell  
Len Alcorn  
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17 BHL Christmas Party  
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UHR

SU 16,14

Freitag 17. Dezember

UHR

Robert Gourd / FDM

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8  
9 9:30 Min Manley DRL  
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11 ~~TEL ELMER~~  
12  
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15 Queen Elisabeth # 2710  
16 Andre Duellert  
17 Min Ext. Aff. Mahadev  
18  
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UHR

SU 16,14

Freitag 17. Dezember

UHR

9:30 - 10:15  
H. O. Duellert Ash  
Montreal  
# ELMER

UHR

SU 16,14

Donnerstag 6. Dezember

UHR

Blumen & Gips  
Bastelstube

7 7:22 00 Uhr  
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9 Honeywell  
Len Alcorn  
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UHR

SU 16,14

Freitag 17. Dezember

UHR

Robert Gourd / FDM

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UHR

SU 16,14

Freitag 17. Dezember

UHR

9:30 - 10:15  
H. O. Duellert Ash  
Montreal  
# ELMER

IMPRESARI

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Donnerstag

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SA 8.24

Samstag 18. Dezember

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Sonntag 19. Dezember

SU 18.14

50. Woche  
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18.12.1942 B. Robbena  
ges  
Larvia 514  
342.4771

50. Woche  
353-12

Sapa Pumas 6  
35 Heli Drif Graph  
380 Greg Owen Con Hill

UHR

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Brian Mulrony  
47 Forden Cresc  
Westmount-Montreal  
514.369.8111

Buen Home.

Fox

Casual Hotel.

ELMER

Balala

Stuart

14 / FEBRU

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Dienstag

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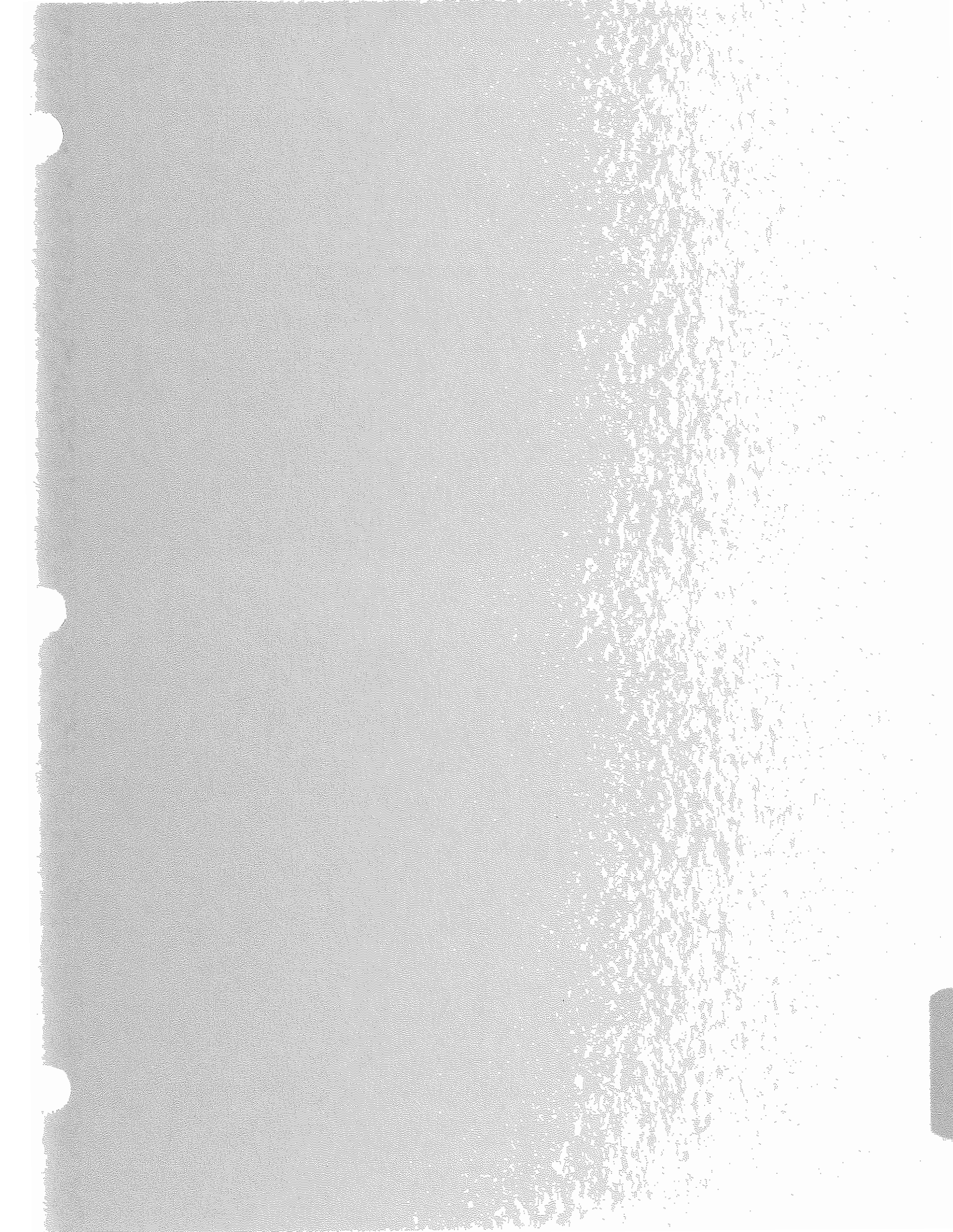
Freitag

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SA 7.47	Sonntag 20. Novem	SU 16.27	Montag 21. November
48. Woche 30.4.41	Totensonntag		
UHR	UHR		
7	Alwin	Lanz	Jürgen + Brigitte
8	Ernst Müller	Sawitzki	Archt-Jannchen Hüppersbunde
9	Mackbuch Augsburg		Kathi Pierre NY
10	Lanz	680 D 20F 236-921-088 ren. No. 921 013	Andr. Böhm tot
11	Baldie	Post 50 Brittan 50 Wn. D 17.18	3807 3806-7684 Archt. Handl. Blatt
12		20 Baumann	Höble Hainzel
13			Migale Rüst Handl. Blatt Archt.
14			Briefen Migale in Comp.
15	Erny	Erny Alford. 19. Heil N.Y.	Freemann UK 107 Macintosh UK 57
16			
17			Rod D. T. V. ... mit mojer Kohnen
18			Simon
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20			Ted. Kuffen

FA Augsburg - Steuerfahndung

Stelle: VerZNR:

Wochs 6.05.40

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Sonntag 4. Dezember

SU 16.15

48. Woche  
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Stein:

0171.80.60.091

Max

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Sandmann

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UHR

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Montag 5. Dezember

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48. Woche  
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D. Salome

Greg

Sparoch Uwe

Freutenauer, er-staden

Ullmer / Gokky + D.B

0561.801.6621

Gregor Thissen.

30 D. Salome Tel.

Frank / Bill Hotel

Pfeifer Littmann Seigel Frankfurt  
Tel. Nr. ?  
48. Woche 341-24

NY  
Tel. Hanoch

48. Woche 341-24

SU 18.12.

UHR

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Mittwoch 7. Dezember

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Metropolitan Club

SA 8.13

Donnerstag 8. Dezember

SU 16.14

Freitag 9. Dezember

SU 16.14

SU 16.14

49. Woche  
342.23  
Stärke  
Maria Empfängnis  
(Osterreich)

49. Woche  
342.23  
Stärke  
Party Exrika / Jahr 1992  
Abschied

9:10 : 9:30 Acker

# Bob Hladan #

1.4  
15-M Körper  
420

0221-41021-2  
0161-2821-111  
0821-516224  
Franz Richter - 4102-228

1974  
122 Brand

2096  
200 Zinnen

2.296  
290 Kammerberg  
475 Mephtel  
24pt  
20 Milch

MHC. Fred. 40

Greg Bill Frank

Abrise. Hotel

Horst B.M.W. 2  
Des. Hladan 2

L.H. J.F.K.

Fel.

1.4

Uhr Giesse / Biergymnast.  
7 Pfeilchen Lithmann für Ag 2

10 Brian / 30

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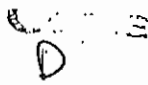
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**I.A.L.** INTERNATIONAL AIRCRAFT LEASING LIMITED

AVIATION  
PROPERTY  
FINANCE  
FL-9490 VADUZ

Thyssen Industrie AG  
Am Thyssenhaus 1

**D-4300 Essen 1**

GP

Y0000

4. Oktober 1988

RECHNUNG

Für Beratung im Zusammenhang mit Ihrem  
Bear Head-Projekt erlauben wir uns laut  
Vereinbarung zu liquidieren

can.\$ 3'900'000.--

abzüglich Ihre Akonto-Zahlung vom 30.12.1987

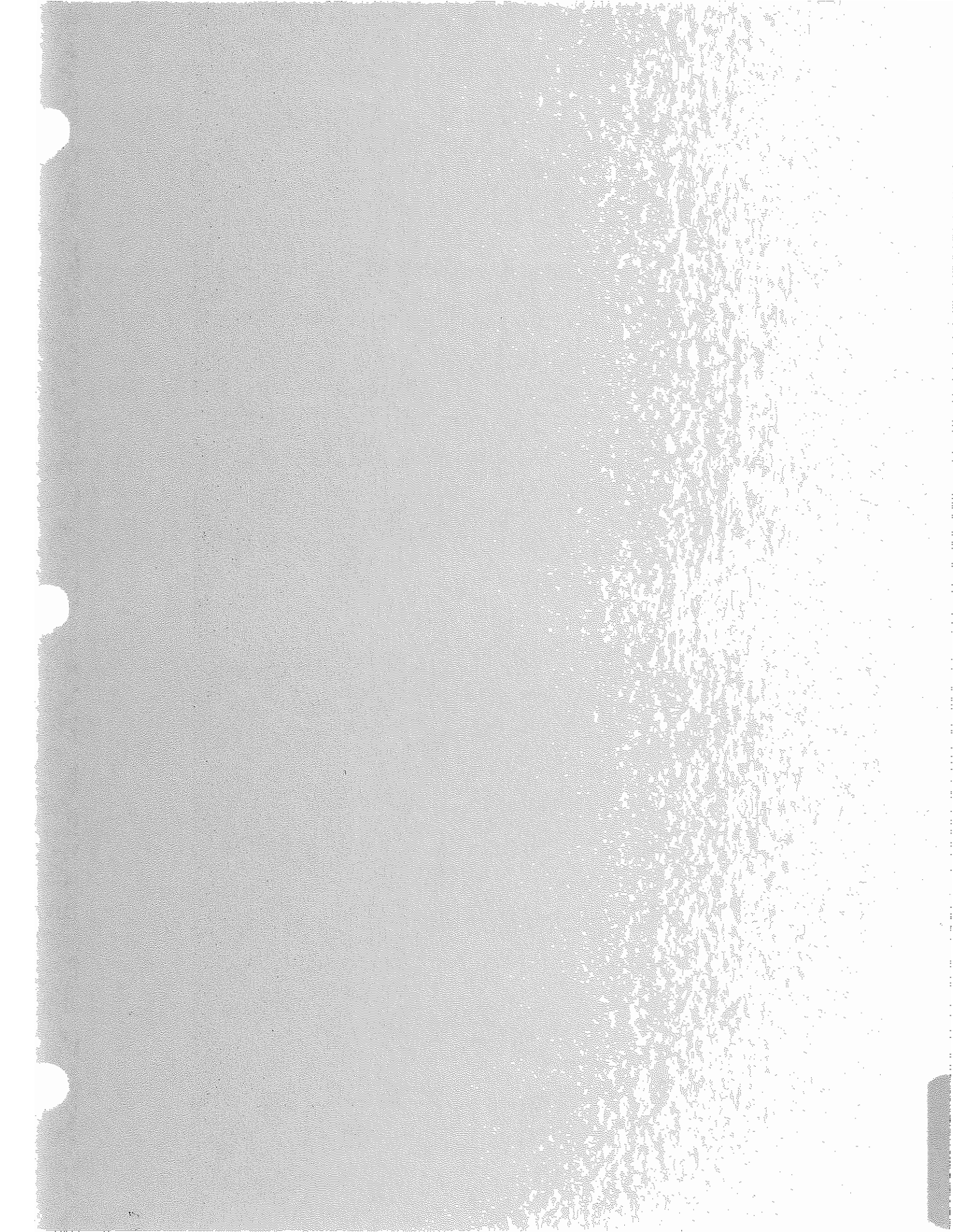
1'900'000.--

-----  
can.\$ 2'000'000.--  
=====

Mit der Bitte um Ueberweisung auf unser Konto Nr. 235.972.029 Can\$ bei  
der Verwaltungs- und Privatbank AG, FL-9490 Vaduz.

235.972.029 - Bank für Sozialleistungen





(36-37)

I.A.L. INTERNATIONAL AIRCRAFT LEASING LIMITED

Aeulestrasse 5  
P.O.Box 83  
FL-9490 VADUZ

Thyssen Industries Ltd.  
Am Thyssenhaus 1  
D-4300 Essen 1  
Attn: Dr. Ernst Höffken

Our ref. GP/nc      Your ref.      Vaduz, 24 December 1987

Bear Head Project

Dear Sirs,

Reference is made to the various discussions held in connection with the above matter and the accompanying correspondence of 12.11.87 and 26.11.87. According to this, you promised us a contingency fee of Can. \$4 million for our support in obtaining the expected industrial site together with the necessary infrastructure from the Province of Nova Scotia, as well as for an accompanying Letter of Intent from the competent authorities in the Canadian federal government indicating that there will be sufficient work for Bear Head Industries Ltd. in the initial phase. In view of your expenses in obtaining the shares of Bear Head Industries Ltd., we have meanwhile agreed to reduce the fee by Can. \$ 100,000.

Your Canadian subsidiary, Bear Head Industries Ltd., subsequently accepted the contract offered by the Nova Scotia provincial government, which, in exchange, for a nominal fee, provided it the option of obtaining 300 acres of land, the right of first refusal on the nearby slag dump, and the right to purchase any additional property required. There is an understanding between us that we have completely fulfilled our obligations in terms of assisting in the procurement of the said property.

We further informed you that, for our part, we have undertaken everything in order that the Canadian federal government provide you a Letter of Intent in the desired form. We have received assurances from the responsible government authorities that you will be given this Letter of Intent at the beginning of the new year. Furthermore, the Nova Scotia provincial government has requested that negotiations be started immediately on the specific makeup of the infrastructure which is to be made available to you free of charge.

- 2 -

In view of the fact that we have fulfilled to your satisfaction the first part of the services we promised (procurement of property), and that the Letter of Intent will almost certainly be issued, we trust you agree that we can now go ahead and submit an invoice for a portion of our fee. We accordingly ask that you release the partial sum of Can. \$ 1.9 million to our credit. Please transfer this amount to our account No. 235.972.029 CA\$ at the Verwaltungs- und Privatbank AG, FL-9490 Vaduz.

Sincerely,

I.A.L.  
International Aircraft Leasing

[signed]  
Giorgio Pelossi

37 1970

- 2 -

Schreiben IAL International Aircraft Leasing Ltd an Thyssen Industrie AG

Im Hinblick darauf, dass wir den ersten Teil (Landverschaffung) der von uns versprochenen Leistungen zu Ihrer Zufriedenheit erfüllt haben, und dass die Erteilung des Letter of Intent praktisch sicher ist, hoffen wir Sie einverstanden, dass wir schon jetzt einen Teil unseres Honorars fällig stellen. Wir bitten Sie demgemäss, zu unseren Gunsten einen Teilbetrag von 1,9 Mio can\$ freizugeben. Diesen Betrag bitten wir auf unser Konto Nummer 235.972,029 CA\$ bei der Verwaltungs- und Privatbank AG, FL-9490 Vaduz zu überweisen.

Mit freundlichen Grüssen

I.A.L.

International Aircraft Leasing



Giorgio Pelossi

THYSSEN INDUSTRIE AG

Essen, December 28, 1987 / Th

Mr. Giorgio Pelossi  
c/o I.A.L. International  
Aircraft Leasing Ltd.  
Aeulstraße 5  
P.O. Box 83

FL-9490 Vaduz

Dear Mr. Pelossi!

We confirm the receipt of your letter dated December 24, 1987 via telefax. In which you requested a partial payment of the agreed upon contingency fee of \$3.9 million, based on the status of development.

We are pleased to acknowledge, in particular, that with the contract regarding the provision of land required by Bear-Head Industrie Ltd., the first significant partial success has been attained. On the other hand, it could be understood, that the project we are pursuing, can only be realized once the remaining prerequisites have been met. Your .....activity is therefore only of value to us, once the Letter of Intent and the commitment regarding the free provision of infrastructural means has been granted.

If we have decided therefore, to meet your request to accelerate the release of payment on account, it is only done realizing that you expressly guarantee that the remaining prerequisites will be met in the near future. With this understanding, we have, at the same time, transferred the amount of Can. \$ 1.9 million to the account you mentioned.

With best regards,

THYSSEN INDUSTRIE AG

(signature) - Haastert -

2440

(52)

THYSSEN INDUSTRIES LTD.  
Legal Section

Mr. Haastert

14.10.1987/Igm  
4045

I have meanwhile phoned Mr. Schreiber and explained to him our thoughts for a new concept. Basically, Mr. Schreiber agrees with the new model; he merely asserts that the Can.\$1.5 million already paid to him on a loan basis not be factored into the Can.\$ 8 million which is to be paid in connection with the Bear Head acquisition. Instead, it should only be calculated against the Can. \$5 million which is to be promised him in a yet to be signed agreement with Henschel. For now, I have merely taken note of this objection.

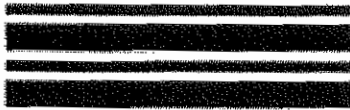
In the attachment you will find 2 draft agreements concerning the acquisition of Bear Head stock and assistance in obtaining government approval. I drew them up very hurriedly, so they may still need some elaboration. Please read them through and let me know what you want amended and/or added.

Incidentally, Mr. Schreiber and I agreed to discuss the enclosed drafts and any related questions after my return from Wuppertal. It is my guess that I will be back from Wuppertal at around 18 hours at the latest.

[signature]

(Dr. Klenk)

Enclosure



# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: \_\_\_\_\_  
Obtained By: \_\_\_\_\_  
Exhibit No.: \_\_\_\_\_  
Item No.: \_\_\_\_\_  
Location: \_\_\_\_\_

### DOCUMENT CATEGORIZATION

Document Type: Original & copy

Original: Yes \_\_\_\_\_ No \_\_\_\_\_

COMMENTS Handwritten contract vol. 15

Stamp Col:

Clone: ~~2332~~ - 2354 - 2369 - 2379 - 2390 -  
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2427 - 2429 - 2431 - 2433 - 2437 - 2443 -  
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UNDERSTANDING IN PRINCIPLE

This document signed this 27 day of September, 1988,  
between:

THE GOVERNMENT OF CANADA, as  
represented by:

i) the Minister responsible for  
the Atlantic Canada Opportunities  
Agency (hereinafter called "the  
ACOA Minister"),

ii) the Minister of Regional  
Industrial Expansion (hereinafter  
called "the DRIE Minister"), and

iii) the Minister of National  
Defence (hereinafter called "the  
National Defence Minister); and

BEAR HEAD INDUSTRIES LTD., a  
company incorporated under the  
laws of Nova Scotia, a subsidiary  
which is one hundred (100%)  
percent owned by Thyssen  
Industries A.G. of the Federal  
Republic of Germany (hereinafter  
called "the Company").

WHEREAS the Government of Canada desires  
to foster the economic expansion and industrial  
development of Cape Breton;

WHEREAS the Company must have in place a  
North American heavy-industry manufacturing facility on  
an urgent basis, and desires to establish such a  
facility in the Bear Head peninsula region of Cape  
Breton;

WHEREAS the Government of Canada  
recognizes that the proposed Bear Head facility  
represents an important economic development and  
diversification of the industrial base of Cape Breton;  
and

WHEREAS the Company is preparing financial details on its proposal, to meet the information requirements of the Government's established regional development capital contribution, and other assistance programs.

1. In accordance with this Understanding in Principle, the Company shall establish a diversified heavy-industry manufacturing facility in the Bear Head region of Cape Breton, Nova Scotia, which will:

(a) create in Cape Breton a new and diversified activity in the Canadian civilian and defence industrial base, with access to the North American defence markets, under the Canada U.S. Defence Production Sharing Agreement;

(b) transfer to the facility, all technology necessary for the construction of light armoured vehicles, and other heavy-industry products;

(c) source its requirements co-operatively from, and implement arrangements for joint-venture activities with, the Lavalin (UTDC) heavy-industry facility, in Trenton, Nova Scotia, in accordance with existing agreements between the Company and Lavalin;

(d) to the greatest extent possible, source its requirements from, and promote the establishment of, small business enterprises located in Atlantic Canada;

(f) employ a minimum of 500 people on a permanent, full-time basis and, where necessary, train these individuals in required skills and knowledge, utilizing, where appropriate, local educational facilities.

2. In accordance with this Understanding in Principle, the Government of Canada, in order to facilitate the establishment of the Company's heavy-industry manufacturing activity in Cape Breton, will:

D 20 (1)(b) d(e)

2

(a) enter into negotiations with the Province of Nova Scotia,

D.200 (b)

and to use the Strait of Canso Industrial Development Subagreement as a source of funding;

(b) entertain an application by the Company to the Minister of National Revenue for assistance based on eligible project costs up to a maximum of \$68 million, under the provisions of the Cape Breton Investment Tax Credit, in accordance with the formal application for such assistance filed by the Company prior to June 30, 1988;

(c) entertain an application by the Company to the Minister of National Revenue for duty remission on the importation of machinery, parts, and components for the manufacturing of vehicles, under the Machinery and Equipment Tariff Program, consistent with this program at the time of such importation; and

(d) entertain an application by the Company to the Minister of Employment and Immigration for government participatory funding, for initial employee training.

3. In recognition of the need to proceed urgently, the Government of Canada and the Company agree to adopt a two-phased approach to the establishment of the Bear Head facility.

PHASE I

4. The Government of Canada and Company agree that in Phase I, the respective parties will undertake the following:

(a) the Company:

(i) the Company will proceed forthwith with the construction of an initial plant, as described in the document submitted to ACOA in March 1988, requiring an initial capital investment of \$58 million, to manufacture defence products for the North American markets;

3

(ii) the Company will have submitted a formal application to Enterprise Cape Breton, in advance of June 30, 1988, seeking assistance under the Cape Breton Investment Tax Credit (CBITC); and

(iii) the Company will provide by October 21, 1988, financial and other details associated with Phase I, and, in the shortest time possible thereafter, the remaining information required in order to qualify for assistance under the Defence Industries Productivity Program (DIPP), and other government assistance programs, under which funding is sought.

(b) the Government of Canada:

(i) the ACOA Minister, and the DRIE Minister, will consider assistance to the Company, up to a maximum of fifty (50) percent of eligible project costs, under programs delivered by Enterprise Cape Breton, consistent with these programs at the time the Bear Head project becomes eligible for such assistance.

(ii) The Minister of National Defence, in recognition of the excellent international reputation for quality and performance earned by Thyssen Industries A.G. in the military vehicle sector, and in the context of the major acquisition program for the upgrading of the Canadian Forces envisaged in the Defence White Paper, will consider the participation of the Company in the Light Armoured Vehicle Procurement Program, envisaged to occur in the early-to-mid 1990's, provided the Company:

(a) develops, designs, and manufactures, in its Cape Breton facility, these vehicles from its entire technology range according to the operational requirements of the Government of Canada,

(b) meets the Government's requirements for quality, delivery, and logistic support, including personnel training,

(c) delivers and performs at internationally competitive prices, and

(d) provides acceptable regional and industrial benefits; and

4

(iii) the DRIE Minister will consider capital establishment assistance to the Company, under the Defence Industries Productivity Program (DIPP), consistent with this program at the time the Bear Head project becomes eligible for such assistance.

PHASE II

5. The Government of Canada and Company further agree that in Phase II, the respective parties will undertake the following:

(a) the Company:

(i) the Company will proceed not later than twelve (12) months after the commencement of production under Phase I, with diversification into heavy civilian manufacturing production targeted at Canadian and international markets;

(ii) the Company will provide within six (6) months after the commencement of production under Phase I, financial details including product and market projections associated with Phase II; and

(iii) should Phase II not be proceeded with, the Company will reimburse the Government of Canada for:

- (1) assistance as is provided by the ACOA and DRIE Ministers under paragraph 4 b(i) above, and
- (2) a portion, to be determined in subsequent negotiations, of the infrastructure assistance provided under paragraph 2 (a) above, in the event that the planned employment level of 400 people for Phase I is not sustained for 5 years.

(b) the Government of Canada:

the ACOA Minister, and the DRIE Minister, will consider assistance to the Company, under established regional and industrial development programming, consistent with such programs at the time the Bear Head project becomes eligible for such assistance.

6. This Understanding in Principle may be complemented by future Memoranda of Understanding.

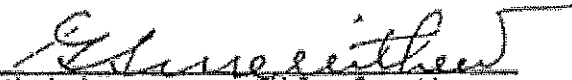
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7. The understandings in principle set out in this Understanding in Principle do not create any enforceable, legal or equitable rights, nor obligations, but merely serve to document the:

- (a) parameters that have been set; and
- (b) areas on which discussions have been held, and understandings in principle reached.

Further clarifying negotiations and the requisite approval from all appropriate parties (including without limiting the foregoing, Treasury Board, and the Board of Directors of Bear Head Industries Ltd.) are needed before contractual documentation can be entered into.

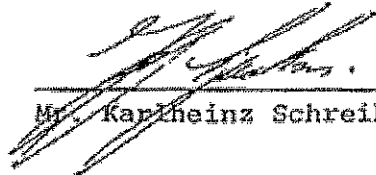
THE GOVERNMENT OF CANADA

  
 Minister responsible for the  
 Atlantic Canada Opportunities Agency

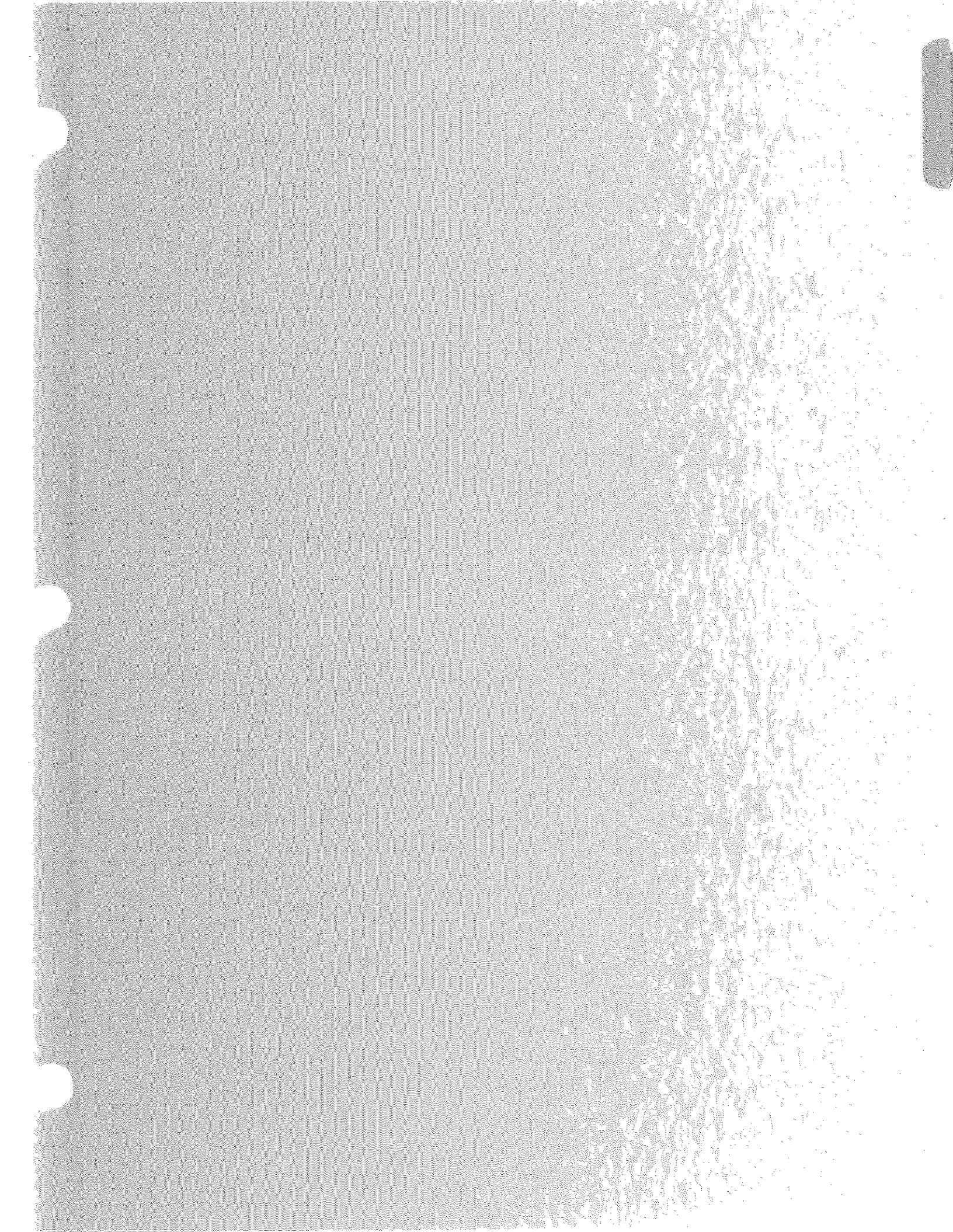
  
 Minister of Regional Industrial  
 Expansion

  
 Minister of National Defence

BEAR HEAD INDUSTRIES LIMITED

  
 Mr. Karlheinz Schreiber, Chairman

6





# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: \_\_\_\_\_  
Obtained By: \_\_\_\_\_  
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### DOCUMENT CATEGORIZATION

Document Type: Original & copy

Original: Yes \_\_\_\_\_ No \_\_\_\_\_

COMMENTS Witness contract vol. 15

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2438

7/11/86  
(57-58)

[Tr. note: IAL is crossed out throughout the document and replaced by the initials KHS]

AGREEMENT

between

I.A.L. International Aircraft Leasing Limited, Vaduz,

- hereinafter referred to as "IAL" -

and

Thyssen Industries Ltd., Essen,

- hereinafter referred to as "Thyssen Industries" -.

On 06.11.1985, Bear Head Industries Ltd. (hereinafter referred to as "Company") was registered in the Register of Joint Stock Companies of the Canadian Province of Nova Scotia in Halifax, Nova Scotia, under number 1671078. On 23.05.1986, the Company issued a stock (hereinafter referred to as "Stock") with no specific value. Owner of this stock is I.A.L.

This being set out, the following is agreed upon:

1. IAL assures

- that apart from the Stock [already issued], the Company has not issued any other Stock nor will it issue any other Stock until this Agreement is completed;
- that the Company can freely dispose of the Stock, that is, no third parties are involved;
- that until this Agreement is completed, no liabilities shall be created which exceed the amount of Can. \$1,000.--, except for obligations which pertain to the Ottawa office and which are to be borne by Thyssen Industries or Thyssen Henschel, as per the Agreement of 09.09.1987.

2. IAL hereby sells the Stock to Thyssen Industries at a price of Can. \$100,000.-- . The purchase price is payable within 1 week, once the conditions set forth in items 3 and 4 of this Agreement are in place.

2437

3. IAL shall immediately transfer the Stock to Thyssen Industries in compliance with the actions required under Canadian law. IAL shall accordingly instruct the Law Office of Doucet & Associates in Halifax, the custodian of the Stock, to arrange for the Stock to be transferred to Thyssen Industries and to obtain the duly endorsed Stock for Thyssen Industries.
  
4. In order to acquire the Stock, Thyssen Industries must have approval from its Supervisory Board. Thyssen Industries shall submit an appropriate application to the Supervisory Board at its next session, and shall inform IAL immediately of the Board's decision.

Essen, the

IAL International  
Aircraft Leasing Ltd.

THYSSEN INDUSTRIES LTD.

2441

7: - 6  
(53-56)

AGREEMENT

between

I.A.L. International Aircraft Leasing Limited, Vaduz

- hereinafter referred to as "IAL" -

and

Thyssen Industries Ltd., Essen,

- hereinafter referred to as "Thyssen Industries" -.

IAL is currently the owner of the only stock of Bear Head Industries Ltd. (hereinafter referred to as "Company") listed in the Register of Joint Stock Companies of the Canadian Province of Nova Scotia in Halifax, Nova Scotia, under the number 1671078. IAL has sold this stock to Thyssen Industries as per Agreement of [....].

The Company is interested in starting to manufacture industrial products of a high technical standard at a manufacturing plant to be constructed in the Point Tupper - Bear Head region on the Canso highway in Nova Scotia, Canada. Thyssen Industries stipulates that investments needed to carry out this plan (not including the machinery), for the most part, be sought openly and that the Company receive commitments for the awarding of public contracts to provide sufficient employment in the initial phase.

This being set out, the following is agreed upon:

1. Thyssen Industries authorizes IAL to intercede with the responsible offices in the provincial government in Nova Scotia and the Canadian federal government in Ottawa, so that the Company is granted the commitments described in greater detail under items 2 and 3 of this Agreement. Thyssen Industries undertakes to assist the persons employed by IAL for the aforementioned task in their efforts and to provide them with additional authorization, as required. In so far as it is not expressly granted in separate written commitments, the authorization does not include the authority to incur liabilities or obligations at the expense of Thyssen Industries or the Company.

2. It is expected that, with regard to setting up an industrial plant as indicated in para. 2 of the Preamble, Canadian public authorities will make a binding commitment to the Company to provide the following services:
  - 2.1.1 Provide land that is ready for construction and covers an area of approximately 300 acres or about 1.2 million m<sup>2</sup>.
  - 2.1.2 Grant an option to purchase at the normal local price, upon procuring property for expansion which covers an area of approximately 700 acres or about 2.8 million m<sup>2</sup>.
  - 2.2 Provide the following facilities in such a way that they meet the needs of the Company, taking into account its planned level of production, namely:
    - 2.2.1 Links to public roads and railways for transporting goods in and out of the area.
    - 2.2.2. Construction of port facilities together with connections to the factory premises.
    - 2.2.3 Connections to supply and waste management facilities at the work site, in terms of electricity, water, telephone and sewers.
  - 2.3 Assume the costs for training skilled staff needed by the Company.
  - 2.4 Provide the required buildings for operating the Company, and release the funds required for this. In this respect, it is currently anticipated that costs will amount to about Can.\$ 30 million.

Furthermore, it is assumed that the Company can be operated in a free trade zone.

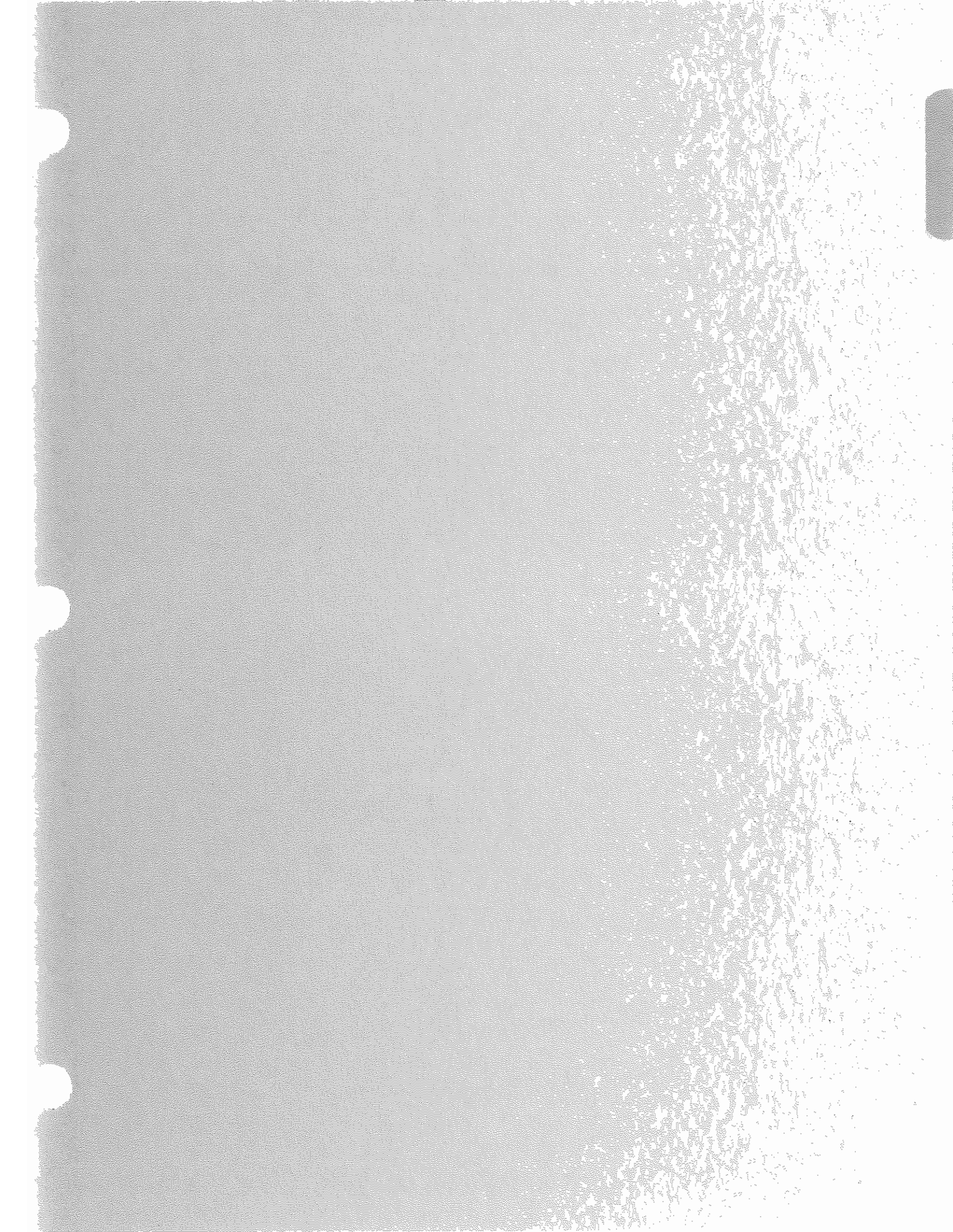
3. It is further expected that the Company will receive a binding contract to deliver 250 30-ton tracked vehicles.

4. The commitments mentioned under items 2 and 3 above must be made by 31.03.1988 at the latest. Should Thyssen Industries or the Company receive the aforementioned commitments within the prescribed period, IAL is entitled to payment of a commission in the amount of Can. \$7.9 million. Should the volume of work actually promised fall below the expected amount, and should Thyssen Industries or the Company accept the commitments just the same, then the commission is reduced in proportion to the amount of work that was expected vis-à-vis the amount that was actually rendered.
  
5. Disputes in connection with or resulting from this Agreement shall be settled according to the Conciliation and Arbitration Rules of the International Chamber of Commerce, exclusively and definitely, by one or more arbitrators appointed according to these rules. The Arbitration Court shall make its decision in accordance with the laws of Germany.

Essen, the

I.A.L. International  
Aircraft Leasing Ltd.

THYSSEN INDUSTRIES

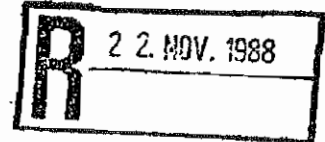


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0409 300

# Bitucan Holdings Ltd.

Suite 1204, Dome Tower  
333 - 7th Avenue S.W.  
Calgary, Alberta T2P 2Z1  
Telephone (403) 269-9377  
Fax (403) 262-8786



MERKUR Handels- und Industrie AG  
Aeulestrasse 5  
P.O.Box 83

FL-9490 Vaduz  
LIECHTENSTEIN

October 20, 1988

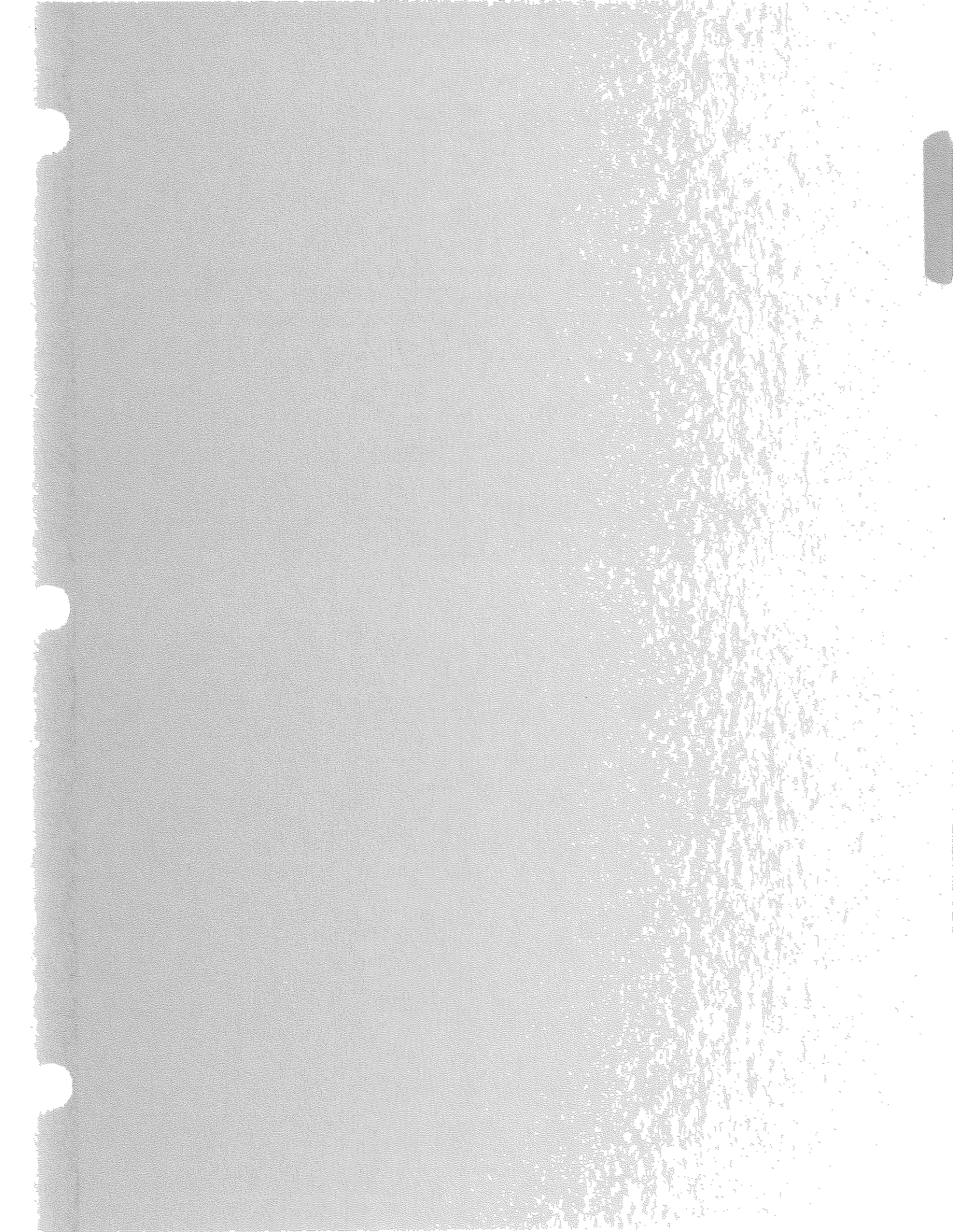
## I N V O I C E

To Invoice you for services rendered  
regarding your industrial project in  
Indonesia

Please remit ..... \$ 710,000.00

Bitucan Bank Account: 10 12 765 Bank of Montreal, Calgary  
Standard Life Branch

Bank Guiding Number: 25029001





# I.A.L Einnahmen-Abrechnung

	<u>MBR</u> can\$	<u>Airbus</u> US\$	<u>Thyssen</u> can\$	<u>Thyssen D.</u> DM
1986	767283	0	0	0
1987	196478	0	1900000	0
1988	158311	5188000	2000000	1466000
1989	0	350000	0	0
1990	0	4110000	0	0
1.1.-30.6.91	116741	1179000	0	0
<b>TOTAL</b>	<b>1238813</b>	<b>10927000</b>	<b>3900000</b>	<b>1466000</b>



0029

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BETREFF: BERATUNGSVERTRAG

ZWISCHEN

AIRBUS INDUSTRIE, G.I.E.

mit Sitz in  
Avenue Lucien Servanty - Postfach 33  
31700 - BLAGNAC (FRANKREICH)

einerseits,

UND

I.A.L. INTERNATIONAL AIRCRAFT LEASING LTD.

VADUZ - FL. LIECHENSTEIN

nachstehend als "der Berater" bezeichnet

andererseits.

I.A.L. INTERNATIONAL AIRCRAFT LEASING LTD. wird hiermit zum Berater bestellt ("der Berater"), um AIRBUS INDUSTRIE (dem "Verkäufer") bei dem Verkauf der neuen A300 / A310 / A320 Flugzeuge (nachstehend als "das bzw. die Produkt(e)" bezeichnet) behilflich zu sein, die vom Verkäufer an den bzw. die Betreiber von Fluglinien (nachstehend als der "Betreiber" bezeichnet) verkauft werden, die ihren Hauptgeschäftssitz und eingetragenen Sitz in KANADA haben (nachstehend als "das Verkaufsgebiet" bezeichnet). Allerdings sind die an WARDAIR gemäß Kaufvertrag zwischen dem Verkäufer und WARDAIR vom 25. März 1981 verkauften Flugzeuge vom Geltungsbereich dieses Vertrag hiermit ausgenommen.

AI/CC-L - 573-3/85

.../...

Anmerkung der Übersetzerin: Es fehlt die Seite 2 des Vertrags.

PARAGRAPH IV - VERGÜTUNG

A -

Der Verkäufer zahlt dem Berater ein Honorar für die vom Verkäufer an den Betreiber mit festem Auftrag verkauften Produkte mit der Maßgabe, daß alle nachstehenden Bedingungen während der Gültigkeitsdauer dieses Vertrags erfüllt werden:

- 1 - Unterschrift eines Kaufvertrags für das Produkt zwischen dem Betreiber und dem Verkäufer,
- 2 - Eingang der bei Unterzeichnung dieses Kaufvertrags fälligen, nicht rückzahlbaren Anzahlung beim Verkäufer,
- 3 - Einholung aller erforderlichen Genehmigungen für den Kaufvertrag für das Produkt, einschließlich der Finanzierung von den zuständigen staatlichen Behörden.

Die Höhe dieses Honorars richtet sich nach den Bestimmungen in dem diesem Vertrag beigefügten Anhang.

B -

Allerdings hat der Berater Anspruch auf das in Absatz A oben vorgesehene Honorar, wenn das Produkt als direkte Folge der in Paragraph III oben beschriebenen kommerziellen Verkaufsförderungstätigkeiten des Beraters an einen Fluglinienbetreiber mit Hauptgeschäftssitz im Verkaufsgebiet verkauft wird und wenn der Berater in diesem Fall die tatsächliche Ursache für diesen Verkauf war.

C -

Dieses Honorar wird für den Berater anteilmäßig mit dem Eingang der nicht rückzahlbaren Beträge, die vom Betreiber in unverzüglich verfügbaren Mitteln (Bargeld) gezahlt werden, fällig, ob es sich bei diesen Zahlungen nun um Anzahlungen, Abschlagszahlungen oder Schlusszahlungen handelt. Dieses Honorar wird binnen fünfundvierzig Tagen nach Eingang dieser Zahlungen vom Betreiber beim Verkäufer bezahlt. Sollte allerdings nach Teilbeendigung oder vollständiger Beendigung des Kaufvertrags für das Produkt eine Rückzahlung an den Betreiber fällig werden, dann wird diese Rückzahlung von dem Betrag abgezogen, nach dem dieses Honorar berechnet wird.

D -

Alle für den Berater vom Verkäufer nach diesem Vertrag

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fälligen Beträge werden dem Berater an die von ihm schriftlich angegebene Bankverbindung gezahlt, jedoch unter der Bedingung, daß die Gesetze oder Verordnungen oder sonstige, vom Verkäufer nicht zu vertretende Umstände die Zahlungen an dieses Konto nicht verhindern oder unverhältnismäßig belastend gestalten. In diesem Fall leistet der Verkäufer die Zahlungen auf das Konto des Beraters bei der von ihm schriftlich angegebenen Bank in FRANKREICH.

E-

Der Berater hat nur Anspruch auf die in diesem Paragraphen vorgesehene Vergütung. Alle dem Berater entstehenden Kosten werden ausschließlich von ihm getragen.

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.../...

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#### PARAGRAPH V - VERKAUFSBEDINGUNGEN UND VERTRAGSVERHANDLUNGEN

Der Berater gilt nicht als gesetzlicher Vertreter des Verkäufers, und keine Bestimmung dieses Vertrags ist so auszulegen, daß ihm Vollmacht erteilt wird, eine Verpflichtung jeglicher Art für den Verkäufer zu übernehmen oder zu schaffen.

Alle den Gegenstand dieses Vertrags betreffenden Verträge werden allein vom Verkäufer ausgearbeitet, ausgehandelt und unterfertigt, ohne daß der Berater eingreift, sofern mit dem Verkäufer nicht ausdrücklich etwas anderes vereinbart ist.

Der Berater ist nur berechtigt, Preise und/oder sonstige Verkaufsbedingungen mündlich zu nennen, und dann nur auf Weisungen des Verkäufers für den jeweiligen Fall. Jede einzelne Anfrage des Betreibers ist an den Verkäufer weiterzuleiten, der sich das Recht vorbehält, hierauf schriftlich zu antworten.

Jedes für den Verkäufer verbindliche schriftliche Angebot wird vom Verkäufer erstellt und vom Verkäufer direkt an den Betreiber übermittelt.

Der Verkäufer ist berechtigt, jederzeit unmittelbaren Kontakt und Schriftwechsel mit dem Betreiber aufrechtzuerhalten, sowohl vor als auch nach der Unterzeichnung des Kaufvertrags für das Produkt.

#### PARAGRAPH VI - RECHT UND SCHIEDSGERICHTSBARKEIT

Dieser Vertrag wird nach dem Recht von FRANKREICH ausgelegt, und seine Erfüllung bestimmt sich danach. Die Vertragsparteien vereinbaren ausdrücklich, daß alle sich aus diesem

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BMA II a

Vertrag oder im Zusammenhang damit ergebenden Streitigkeiten oder Differenzen in Lausanne nach der Vergleichs- und Schiedsordnung der Internationalen Handelskammer durch einen oder mehrere Schiedsrichter, die in Übereinstimmung mit dieser Ordnung bestellt werden, rechtskräftig beigelegt werden.

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.../...

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PARAGRAPH VII - ÄNDERUNGEN

Dieser Vertrag enthält den vollständigen Vertrag zwischen den Parteien und ersetzt alle früheren mündlichen oder schriftlichen Vereinbarungen oder Verpflichtungen jeglicher Art. Dieser Vertrag darf nur durch schriftliche Urkunde gleichen Datums oder bei einem späteren Datum mit Unterfertigung durch beide Parteien abgeändert werden.

PARAGRAPH VIII - ABTRETUNG

Dieser Vertrag oder darin enthaltene Rechte und/oder Pflichten dürfen vom Berater nicht ohne vorherige schriftliche Zustimmung des Verkäufers abgetreten werden.

Dieser Vertrag ist in zwei Originalen unterfertigt worden.

FÜR: I. A. L. INTERNATIONAL AIRCRAFT  
LEASING LTD.

FÜR: AIRBUS INDUSTRIE

i.V.:

i.V.:

DATUM:

AI/CC-L - 573-3/85

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ANHANG

zu dem zwischen AIRBUS INDUSTRIE und I.A.L. INTERNATIONAL AIRCRAFT LEASING LTD. unterzeichneten Beratungsvertrag (Aktenzeichen AI/CC-L 573-3/85).

Das in Klausel IV-A des Beratungsvertrags erwähnte Honorar wird als Prozentsatz des Grundpreises für das Flugwerk berechnet (d.h. Vertragspreis für das Produkt, ohne Motoren und Zellen Grundpreise), der gemäß Preisberichtigungsformel für Flugwerke bereinigt ist, wobei Preisrabatte berücksichtigt werden und dem Betreiber gewährte Gutschriftsanzeigen abgezogen werden.

Der Grundpreis für das Flugwerk und die Berichtigungsformel entsprechen der Aufstellung im Kaufvertrag für das Produkt zwischen dem Betreiber und AIRBUS INDUSTRIE.

HONORAR FÜR JEDES FEST BESTELLTE PRODUKT:

Alle nachstehenden Werte sind als Prozentsatz des Nettopreises für das Flugwerk des Produkts im Sinne der vorstehenden Begriffsbestimmung ausgedrückt:

1 -

GRUNDHONORAR	Erster Fluglinien-Kunde im Verkaufsgebiet (ungeachtet des Produkts)	Andere Fluglinien-Kunden
Produkte, die nach dem festen Erstauftrag gekauft werden	Drei (3) %	Zwei (2) %
Weitere Aufträge für die Produkte	Zwei (2) %	Eins Komma fünf (1,5) %

2 - TATSÄCHLICHES HONORAR

Das tatsächliche Honorar ergibt sich aus dem Produkt des oben aufgeführten GRUNDHONORARS und K.

(TATSÄCHLICHES HONORAR) = K mal (Grundhonorar)

K wird nachstehend bestimmt.

AI/CC-L - 573-3/85

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ANHANG

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N ist die kumulierte Anzahl von Produkten eines bestimmten Typs, die im Verkaufsgebiet bestellt werden. Im Sinne dieser Klausel gelten die Produkte A300 und A310 als zum selben Typ gehörig.

N	K
< 20	1
20 < N < 40	0,8
N > 40	0,5

FÜR: I.A.L. INTERNATIONAL AIRCRAFT  
LEASING LTD.

FÜR: AIRBUS INDUSTRIE

I.V.:

I.V.:

DATUM:

AI/CC-L - 573-3/85



# 0035

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TREUHANDSVERWAHRUNGSVERTRAG.

Dieser Vertrag wird am heutigen 7. März 1985 geschlossen zwischen

1 - AIRBUS INDUSTRIE G.I.E., POSTFACH 33, 31707 BLAGNAC  
CEDEX, vertreten durch Herrn D. Viard (nachstehend "A")

und

2 - I.A.L. INTERNATIONAL AIRCRAFT LEASING LTD,  
vertreten durch Herrn Giorgio PELOSSI (nachstehend "B")

einerseits

und

3 - HOMBURGER, ACKERMANN, MULLER UND HEINI,  
vertreten durch Herrn KURER (nachstehend "C")

andererseits.

1 - A und B übergeben zu Händen von C als Treuhandsverwah-  
rungsbevollmächtigtem den Vertrag Nr. AI/CC-L 573-3/85  
und die beigefügten Vollmachten der unterzeichnenden  
Parteien in zwei Originalexemplaren (nachstehend  
"Vertragsexemplare").

.../...

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2 - C verpflichtet sich zur Rückgabe der Vertragsexemplare  
unter den folgenden Bedingungen:

2.1.1 Aufgrund gemeinsamer Anweisungen von A und B;

2.1.2 Ohne derartige gemeinsame Anweisungen gibt C je ein  
Vertragsexemplar an A und B zurück, falls B nachweist,  
daß die Zahlungen gemäß Vertrag fällig geworden und  
angeblich nicht bezahlt worden sind; jedoch mit der  
Maßgabe, daß A in diesem Fall eine Frist von 30 Tagen  
gewährt worden ist, um den Nachweis zu erbringen, daß  
er seine Pflichten gemäß Vertrag erfüllt hat;

2.1.3 C beruft eine Zusammenkunft aller Parteien dieses Ver-  
trages ein, wenn dies seiner Meinung nach für die

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Erfüllung dieses Treuhandsverwahrungsvertrags notwendig ist, und wenn A und B sich verpflichten, binnen angemessener Frist zu einer derartigen Konferenz zu erscheinen. Wenn eine Partei einer derartigen Einberufung keine Folge leistet, so händigt C der anderen Partei ein Vertragsexemplar aus.

- 3 - Vor Aushändigung der Vertragsexemplare an A und B gewährt C A und B auf jeden Fall eine Frist von 30 Tagen, um zu einem gütlichen Vergleich zu gelangen.
- 4 - Jede Mitteilung gemäß diesem Vertrag wird wie folgt vorgenommen:
  - a) Mitteilungen an A werden an Herrn KURER von C vorgenommen, der mit A telefonisch Verbindung aufnimmt.
  - b) Mitteilungen an B werden von C an Herrn Giorgio PELOSSI vorgenommen.
- 5 - Wenn C daran gehindert ist, seine Pflichten aus diesem Vertrag zu erfüllen, wird er durch einen anderen Partner von HOMBURGER, ACKERMANN, MULLER UND HEINI ersetzt.
- 6 - A und B zahlen jeweils eine Hälfte der für C fälligen Honorare.
- 7 - Diese Urkunde (Treuhandsverwahrungsvertrag) bleibt bei HOMBURGER, ACKERMANN, MULLER UND HEINI hinterlegt. C stellt für A und B eine Bescheinigung über die Hinterlegung aus. Wenn der Vertrag am 31. Dezember 1988 weder zurückgegeben noch vernichtet worden ist, so vernichtet der Treuhandsverwahrungsbevollmächtigte den Treuhandsverwahrungsvertrag.

.../...

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Seite 3

FÜR: AIRBUS INDUSTRIE

FÜR: I.A.L. INTERNATIONAL  
AIRCRAFT LEASING LTD.

FÜR: HOMBURGER, ACKERMANN, MULLER UND HEINI

DATUM:

0037

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ÄNDERUNG NR. 1

zum Beratungsvertrag Aktenzeichen  
unterfertigt am 7. März 1985 zwischen                      und  
, betreffend die Verkaufsförderung für Flugzeuge.

Die Vertragsparteien haben ferner folgendes vereinbart:

DAUER

Der Vertrag wird um eine weitere Laufzeit bis zum 31.  
Dezember 1986 verlängert.

Abgesehen von der vorstehenden Änderung bleiben alle  
Bedingungen dieses Vertrags vollständig in Kraft.

Diese Änderung ist in zwei Originalen unterfertigt worden.

FÜR:

FÜR:

I.V.:

I.V.:

DATUM: 20.12.85



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2.2.1 der "Erste feste Erstauftrag des ersten Fluglinien-Kunden im Verkaufsgebiet" als dieser nächste Verkauf gilt;

2.2.2 N die kumulierte Anzahl der Produkte ohne die von W fest bestellten 12 310-300er ist

.../...

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Seite 2

2.3 Es wird festgelegt, daß der für die Berechnung des Honorars benutzte Flugwerkpreis ohne technische Änderungen, wie z.B. konstruktionsbedingte Gewichtserhöhungen oder sonstige technische Standardoptionen, angewandt wird.

3. DAUER  
Der Vertrag wird um eine weitere Laufzeit bis zum 31. Dezember 1987 verlängert.

Abgesehen von den vorstehenden Änderungen bleiben alle Bedingungen dieses Vertrags vollständig in Kraft.

Diese Änderung ist in zwei Originalen unterfertigt worden.

FÜR:

FÜR:

I.V.:

I.V.:

DATUM: 3.6.87

(Ann. d. Übers.: Es folgt ein handschriftlicher Vermerk in französischer Sprache:  
"en dépôt" - in Verwahrung.)

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BMA II a

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- 15 -

ADVOKATURBUREAU  
HOMBURGER, ACHERMANN, MÜLLER, HEINI UND PARTNER  
8008 ZÜRICH ZOLLIKERSTRASSE 225 TELEFON 01-3841111  
TELEX 816824 ABOG CH TELEFAX 01-538803 ABOGADO ZUERICH  
POSTFACH 476 8034 ZÜRICH

... (Anm. d. Übers.: Es folgen die Namen der Anwälte, die hier nicht wiedergegeben werden.)

Herrn Giorgio Pelossi  
Via S. Balestra 2

6901 Lugano

8. August 1988 PW/fu

Betr.: Änderung Nr. 3

Sehr geehrter Herr Pelossi,

der guten Ordnung halber bestätige ich hiermit, daß die Änderung Nr. 3 vom Gegenpart ordnungsgemäß unterzeichnet worden ist.

Hochachtungsvoll

(gez. unleserlich)  
Dr. Peter Widmer

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ÄNDERUNG NR. 3

zu dem am 7. März 1985 zwischen AIRBUS INDUSTRIE und I.A.L. INTERNATIONAL AIRCRAFT LEASING LTD. unterzeichneten Beratungsvertrag, Aktenzeichen AI/CC-L 573-3/85, in bezug auf die Verkaufsförderung für bestimmte FLUGZEUGE ("Produkte").

DA

beide Vertragsparteien ihr Verhältnis für die Dauer einer weiteren Laufzeit aufrechterhalten möchten,

DA

die Klärung der Honorarstruktur als Funktion unterschiedlicher Parameter erfolgen muß,

wird nunmehr folgendes vereinbart:

1. DAUER

Der Vertrag wird um eine weitere Laufzeit bis zum 31. Dezember 1988 verlängert.

2. HONORAR

Die folgende Honorarstruktur findet auf den Verkauf von Produkten im Verkaufsgebiet Anwendung, wodurch die Tabelle im Anhang zum Beratungsvertrag AI/CC-L-573 abgeändert wird.

2.1 Die Honorarstruktur wird nachstehend aufgeführt

GRUNDHONORAR % NETTO FLUGWERK PREIS*	WARDAIR NUR A310	ATR CANADA NUR A320	CANADIAN AIRLINES INTERNAT. NUR A320	SONSTIGE FLUGLINIEN
FESTER ERST- AUFTRAG	PRODUKT 1-12 NULL	A/C1-20 2,5% A/C21-34 2% A/C35-38 NULL (FOR JAMAICA BEABSICHTIGT)	1,75%	2,5%
FOLGEAUFTRAG (jeder Typ)	PRODUKTE 13-14: 3% SONSTIGE: 2,5%	2%	1,75% (NUR A320)	2,0%

\* Nach Abzug von Preisnachlässen, Gutschriftsanzeigen, technischen Änderungen.

AI/CC-L-1280-2/88

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2.2 Tatsächliches Honorar

Das TATSÄCHLICHE HONORAR, das auf das Produkt mit der Rangstelle "N" bei einem der drei nachstehenden, auf dem Verkaufsgebiet verkauften Typen (1) A320, (2) A300/A310, (3) A330/A340, Anwendung findet, ergibt sich aus der folgenden Formel:

$$(\text{TATSÄCHLICHES HONORAR}) = K \text{ mal } (\text{GRUNDHONORAR})$$

N

K wird nachstehend bestimmt

N	K
$N \leq 20$	1,0
$20 < N \leq 40$	0,8
$N > 40$	0,5

ANMERKUNG 1

Die WD A310er Produkte Nr. 1-12 sind bei der Anwendung des obigen Schemas nicht zu berücksichtigen.

ANMERKUNG 2

Nur für CAI A320, K = 1 ungeachtet von N.

ANMERKUNG 3

Nur für AIR CANADA A320 Nr. 1 bis 34 K = 1 ungeachtet von N

3. VERSCHIEDENES

Zur Klarstellung, das erste Wort "ALLERDINGS" in Absatz IV-B des Vertrags gilt als nichtig.

Abgesehen von den vorstehenden Änderungen bleiben alle Bedingungen des Vertrags vollständig in Kraft.

Diese Änderung ist in zwei Originalen unterfertigt worden.

FÜR: I.A.L. INTERNATIONAL AIRCRAFT LTD.

FÜR: AIRBUS INDUSTRIE

I.V.:

I.V.:

DATUM:

AI/CC-L-1280-2/88



# 0043

BMA II a

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Airbus Industrie

1, ROND-POINT MAURICE BELLONTE  
31707 BLAGNAC CEDEX FRANKREICH

ÜBERSENDUNGSSCHREIBEN

TEL. 61.93.33.33

DATUM: 20.6.90

VON: R. BAILLY

AN: HERRN PELOSSI

(handschriftlicher Vermerk:)  
Juni 90 50  
Juli 90 180  
96

SEITENANZAHL INSGESAMT 7 EINSCHLIESSLICH ÜBERSENDUNGSSCHREIBEN

WENN SIE NICHT ALLE SEITEN ERHALTEN, RUFEN SIE BITTE  
BALDMÖGLICHST ZURÜCK: 61.93.38.32 (Isabelle)

TELEFAX-NUMMERN:  
61.93.43.63

KOMPATIBLE GRUPPEN II UND III

)

)

*Signature / Name / Henry*  
in Huron 01/384 11 11 7-11-1985  
225, Zurichstrasse

M. Denis VIDAL  
Hotel Burg 211 136

SECRET since 1985

**SUBJECT : CONSULTANCY AGREEMENT**

**BETWEEN**

**AIRBUS INDUSTRIE, G.I.E.**

whose head office is located  
Avenue Lucien Servanty - B.P. 33  
31700 - BLAGNAC (FRANCE)

on the one hand,

**AND**

**INTERNATIONAL AIRCRAFT LEASING**

**FL. LIECHTENSTEIN**

hereinafter referred to as "the Consultant"

on the other hand.

INTERNATIONAL AIRCRAFT LEASING is hereby appointed consultant ("the Consultant") in view of assisting AIRBUS INDUSTRIE (the "Seller") in the sale of new A300 / A310 / A320 Aircraft (hereinafter referred to as "the Product(s)") sold by the Seller to airline operator(s) (hereinafter referred to as the "Operator") having their main places of business in CANADA (hereinafter referred to as "the Territory").

AI/CC-L - 573-3/85

.../...

ARTICLE I - DURATION - TERMINATION

A - This Agreement shall be in force from the date of signature hereof by both parties,

- until December 31, 1985

The Seller and the Consultant expressly agree that they will be thereafter relieved from their rights and obligations arising from this Agreement except for a further agreement in writing signed by both parties hereto.

B - Termination shall occur in the following circumstances :

- In case of failure of the Consultant in the performance of its obligations under Article III hereunder, which is not remedied to Seller's satisfaction within three months following written notice by Seller to that effect, or

- automatically :

- (1) in case of major political change in the Territory,
- (2) in case of winding up or insolvency of the Consultant.

ARTICLE II - COMPETITIVE PRODUCTS

During the whole period of validity of this Agreement, the Consultant shall not promote in any way whatsoever the sales of any product likely to compete with the Products, nor have whatsoever direct or indirect interest in the sales of such product.

ARTICLE III - SALES EFFORTS AND OBLIGATIONS

The Consultant undertakes hereby :

A - to exert his best efforts to promote the sales of the Products in the Territory, to take a part in the organization of the relevant publicity by all means previously agreed by the Seller.

B - to back up Seller's action in the Territory ; to give adequate support, upon request, for the preparation, the definition and the supervision of the settlement of the deals as well as for their prompt execution by the Operator.

C - to keep the Seller regularly informed of his activities in the Territory, and provide the Seller with periodic reports on his activities in connection with the Products.

D - to take a part, upon Seller's request, in the reception and/or travel arrangements of the Operator coming from or going to the Territory.

E - to help in demonstrations.

ARTICLE IV - COMPENSATION

A - Seller shall pay the Consultant a fee on the Products sold by Seller to the Operator as firm order, provided that all the following conditions are met prior to the expiration of this Agreement :

- 1 - signature of a Product purchase agreement between the Operator and Seller,
- 2 - receipt by Seller of the non refundable down-payment due upon signature of said purchase agreement,
- 3 - obtainment of any required approvals of the Product purchase agreement including financing from relevant Governmental Authorities.

Said fee shall be as defined in the Appendix attached hereto.

B - However the Consultant shall be entitled to the fee provided in paragraph A hereabove when the Product is sold as a direct result of Consultant's commercial promotion activities as prescribed in Article III hereabove to an airline operator having its main place of business in the Territory and when the Consultant in such case was the effective cause of such sale.

C - Said fee shall become due to the Consultant prorata with receipt by Seller of non-refundable payments in immediately available funds (cash money) made by the Operator, whether said payments are down, progress or final payments. Said fee shall be paid within forty-five days following receipt by Seller of such payments from the Operator. However, should a repayment become due to the Operator subsequent to the partial or total termination of the Product purchase agreement, then said repayment shall be deducted from the amount on which said fee is calculated.

D - All amounts due to the Consultant by the Seller under this Agreement shall be paid to the Consultant in such bank and such account therein as he shall designate in writing, provided however that the laws or regulations or other circumstances beyond Seller's control do not prevent or make unreasonable burdensome the payments into such account. In such case, the Seller shall effect payments to the Consultant's account in such bank in FRANCE as he shall designate in writing.

E - The Consultant shall be entitled to no other remuneration than is provided for in the present Article. All the expenses incurred by the Consultant shall be borne exclusively by himself.

**ARTICLE V - SALES TERMS AND CONTRACTS NEGOTIATIONS**

The Consultant shall not be deemed Seller's legal representative and nothing in this Agreement shall be interpreted as granting him authority to assume or create any obligation or responsibility whatsoever on behalf of the Seller.

All contracts covering the subject of this Agreement shall be prepared, negotiated and executed solely by the Seller without the Consultant intervening, unless otherwise expressly agreed by the Seller.

The Consultant shall not be entitled to quote prices and/or other sales terms except by word of mouth and then only upon directions given by the Seller on a case by case basis. Each and every inquiry from the Operator shall be transmitted to the Seller which reserves the right to provide a written reply.

Each and every written proposal binding the Seller shall be made out by the Seller and transmitted by the Seller directly to the Operator.

The Seller shall have the right at all times to maintain direct contact and correspondence with the Operator, either prior to or after signature of the Product purchase agreement.

**ARTICLE VI - LAW AND ARBITRATION**

This Agreement shall be construed and performance thereof shall be determined in accordance with the laws of FRANCE. The parties hereto expressly agree that any disputes or differences arising out of, or in connection with, this Agreement shall be finally settled in Lausanne under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

AI/CC-L - 573-3/85

.../...

ARTICLE VII - ALTERATIONS

This Agreement contains the entire Agreement between the Parties and supersedes any previous understandings, commitments whatsoever, oral or written. This Agreement shall not be varied except by an instrument in writing of date even herewith or subsequent hereto executed by both Parties.

ARTICLE VIII - ASSIGNMENT

This Agreement or any of the rights and/or obligations therein, shall not be assigned by the Consultant without the prior written agreement of the Seller.

This Agreement has been executed in two originals.

FOR : INTERNATIONAL AIRCRAFT LEASING

FOR : AIRBUS INDUSTRIE

BY :

BY :

DATE :

AI/CC-L - 573-3/85

APPENDIX

to the Consultancy Agreement (Reference \_\_\_\_\_) executed  
between AIRBUS INDUSTRIE and \_\_\_\_\_

The fee mentioned in Clause IV-A of the Consultancy Agreement is established as a percentage of the Airframe Basic Price (i.e. Product Contract Price, excluding Engines and Nacelles Basic Prices) adjusted in accordance with Airframe Price Revision formula taking into account price rebates and deducting Credit Memoranda granted to the Operator.

Airframe Basic Price and Revision formula shall be as set forth in the Product purchase agreement between the Operator and AIRBUS INDUSTRIE.

FEE PER PRODUCT FIRMLY ORDERED

hereabove.                                  PERCENT (        %) of the Airframe Price defined

FOR :

FOR : AIRBUS INDUSTRIE

BY :

BY :

DATE :





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SUBJECT : CONSULTANCY AGREEMENT

BETWEEN

AIRBUS INDUSTRIE, G.I.E.

whose head office is located  
1, Rond-Point Maurice Bellonte  
B.P. 33 - 31707 BLAGNAC CEDEX (FRANCE)

on the one hand,

AND

I.A.L. INTERNATIONAL AIRCRAFT LEASING LTD.

Im Städtle 11, P.O. Box 83  
FL-9490 VADUZ - (LIECHTENSTEIN)

hereinafter referred to as "the Consultant"

on the other hand.

I.A.L. INTERNATIONAL AIRCRAFT LEASING LTD. is hereby appointed consultant ("the Consultant") in view of assisting AIRBUS INDUSTRIE (the "Seller") in the sale of

- (1) five new A300-600R and eight A330 Aircraft sold by Seller to THAI AIRWAYS INTERNATIONAL LTD.
- (2) one new A310-300 sold by Seller to the ROYAL THAI AIR FORCE, except if otherwise specified, the above Aircraft shall be hereinafter referred to as the "Product(s)", the above buyers shall be hereinafter referred to as the "Operator(s)".

AI/CC-L -2053-5/90

.../...

ARTICLE I - DURATION - TERMINATION

- A - This Agreement shall be in force as of December 1, 1989,  
- until December 31, 1990.

This Agreement shall automatically terminate on such date and can only be renewed by written instrument signed by both parties prior to the date of termination. In the absence of such written instrument, this Agreement cannot be considered as renewed in any circumstances whatsoever.

The Seller and the Consultant expressly agree that, upon the date of termination of the Agreement, they will be relieved from their respective obligations arising from this Agreement.

- B - Termination shall occur in the following circumstances :

- In case of failure of the Consultant in the performance of its obligations under Article III hereunder, which is not remedied to Seller's satisfaction within three months following written notice by Seller to that effect, or
- automatically :
  - (1) in case of major political change in Operator's country (hereinafter the "Territory") including governmental change,
  - (2) in case of winding up or insolvency of the Consultant.

ARTICLE II - COMPETITIVE PRODUCTS

During the whole period of validity of this Agreement, the Consultant shall not promote in any way whatsoever the sales of any product likely to compete with the Products, nor have whatsoever direct or indirect interest in the sales of such product.

ARTICLE III - SALES EFFORTS AND OBLIGATIONS

The Consultant undertakes hereby :

- A - to exert his best efforts to promote the sales of the Products in the Territory, by all means previously agreed by the Seller,
- B - to back up Seller's action in the Territory ; to give adequate support, upon request, for the preparation, the definition and the supervision of the settlement of the deals as well as for their prompt execution by the Operator,
- C - to keep the Seller regularly informed of his activities in the Territory, and provide the Seller with periodic reports verbal or written on his activities in connection with the Products,

- D - Seller has expressed its concern about statements, comments or requests issued recently by a correspondent of Consultant in the Territory, which seem to show the existence of difficulties in Consultant's organisation. Such difficulties might reveal detrimental to Seller's interests in the Territory.

Therefore Seller agrees to enter into this Agreement on the express condition that Consultant formally ensure that no disturbance or any problem whatsoever arises in the performance of this Agreement by reason of existing differences between Consultant and its correspondants, representatives or intermediaries in the Territory.

Such undertaking from Consultant is considered as a major obligation under this Agreement : accordingly, failure of Consultant to comply with such obligation shall entitle Seller to enforce the provisions of Article I-B above.

#### ARTICLE IV - COMPENSATION

- A - Seller shall pay the Consultant a fee on the Products ordered firm by the Operator prior to the expiry or termination of this Agreement, provided that all the following conditions are met prior to such expiry or termination :

- 1 - signature of a Product purchase agreement between the Operator and Seller,
- 2 - receipt by Seller of the non refundable down-payment due upon signature of said purchase agreement,
- 3 - granting of any necessary approvals relating to the Product purchase agreement including financing from relevant Governmental Authorities and realisation of any other conditions precedent to which such agreement may be subject.

Said fee shall be as defined in the Appendix attached hereto.

- B - The Consultant shall be entitled to the fee provided in paragraph A hereabove when the Product is sold as a direct result of Consultant's commercial promotion activities as described in Article III above and provided the Consultant was the effective cause of such sale.
- C - Said fee shall become due to the Consultant prorata with receipt by Seller of non-refundable payments in immediately available funds made by the Operator, whether said payments are down, progress or final payments. Said fee shall be paid within forty-five days following receipt by Seller of such payments from the Operator. However, should a repayment become due to the Operator subsequent to the partial or total termination of the Product purchase agreement, then said repayment shall be deducted from the amount on which said fee is calculated.

- D - All amounts due to the Consultant by the Seller under this Agreement shall be paid to the Consultant in such bank and such account therein as he shall designate in writing, provided however that the laws or regulations or other circumstances beyond Seller's control do not prevent or make unreasonable burdensome the payments into such account. In such case, the Seller shall effect payments to the Consultant's account in such bank in FRANCE as he shall designate in writing.
- E - The Consultant shall be entitled to no other remuneration than is provided for in the present Article. All the expenses incurred by the Consultant shall be borne exclusively by himself.
- F - Seller shall also pay a specific fee on A300-600R Nr. 21, 22 and 23 sold to THAI AIRWAYS INTERNATIONAL LTD. under Amendment Nr. 11 of April 26, 1989 ; such specific fee is also defined in the Appendix to this Agreement. Consultant hereby recognizes having received 20.6 % of such fee - approximately in line with predelivery payments received from Operator.

#### ARTICLE V - SALES TERMS AND CONTRACTS NEGOTIATIONS

The Consultant shall not be deemed Seller's legal representative and nothing in this Agreement shall be interpreted as granting him authority to assume or create any obligation or responsibility whatsoever on behalf of the Seller.

All contracts covering the subject of this Agreement shall be prepared, negotiated and executed solely by the Seller without the Consultant intervening, unless otherwise expressly agreed by the Seller.

#### ARTICLE VI - LAW AND ARBITRATION

This Agreement shall be construed and performance thereof shall be determined in accordance with the laws of FRANCE. The parties hereto expressly agree that any disputes or differences arising out of, or in connection with, this Agreement shall be finally settled in Switzerland under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules.

ARTICLE VII - ALTERATIONS

This Agreement contains the entire Agreement between the Parties and supersedes any previous understandings, commitments whatsoever, oral or written. This Agreement shall not be varied except by an instrument in writing of date even herewith or subsequent hereto executed by both Parties.

ARTICLE VIII - ASSIGNMENT

This Agreement or any of the rights and/or obligations therein, shall not be assigned by the Consultant without the prior written agreement of the Seller.

ARTICLE IX - POWER OF ATTORNEY

This Agreement shall be in force only after receipt by Seller within thirty days from the date hereunder of the following documents :

- 1) a certified extract of incorporation of the Consultant,
- 2) a legalised Power of Attorney given to the signatory of this Agreement.

This Agreement has been executed in two originals.

FOR : INTERNATIONAL AIRCRAFT  
LEASING LTD.

FOR : AIRBUS INDUSTRIE

BY :

BY :

DATE :

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APPENDIX

to the Consultancy Agreement (reference AI/CC-L -2053-5/90) executed between AIRBUS INDUSTRIE and INTERNATIONAL AIRCRAFT LEASING LTD.

1. AMOUNT OF FEE PER PRODUCT

THE FEE REFERRED TO IN ARTICLE IV-A AMOUNTS TO US DOLLARS SIX HUNDRED THOUSAND (US\$ 600,000) PER PRODUCT.

2. SPECIFIC FEE

THE SPECIFIC FEE APPLICABLE TO A300-600R PRODUCT NR. 21, 22, 23 ONLY, AS MENTIONED IN ARTICLE IV - F AMOUNT TO US DOLLARS SIX HUNDRED EIGHTY THOUSAND (US\$ 680,000) PER PRODUCT.

3. PAYMENT

The Fee shall be paid to Consultant's US\$ account Nr. 235.972 with VERWALTUNGS UND PRIVATBANK - VADUZ (FL).

FOR : I.A.L. INTERNATIONAL AIRCRAFT  
LEASING LTD.

FOR : AIRBUS INDUSTRIE

BY :

BY :

DATE :

AI/CC-L -2053-5/90

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BETREFF: BERATUNGSVERTRAG

ZWISCHEN

AIRBUS INDUSTRIE, G.I.E.

mit Firmensitz in  
1, Rond-point Maurice Bellonte  
Postfach 33 - 31707 BLAGNAC CEDEX (FRANKREICH)

einerseits,

UND

I.A.L. INTERNATIONAL AIRCRAFT LEASING LTD.  
Im Städtle 11, Postfach 83  
FL-9490 VADUZ - (LIECHENSTEIN)

nachstehend als "der Berater" bezeichnet

andererseits.

I.A.L. INTERNATIONAL AIRCRAFT LEASING LTD. wird hiermit zum Berater bestellt ("der Berater"), um AIRBUS INDUSTRIE (dem "Verkäufer") beim Verkauf von

- (1) fünf neuen A300-600R und acht A330 Flugzeugen, die vom Verkäufer an THAI AIRWAYS INTERNATIONAL LTD. verkauft werden,
- (2) einer neuen A310-300, die vom Verkäufer an die KÖNIGLICHE THAILÄNDISCHE LUFTWAFFE (ROYAL THAI AIR FORCE) verkauft wird, sofern nichts anderes angegeben ist, werden die vorstehenden Flugzeuge nachstehend als das "Produkt bzw. die Produkte", die vorstehenden Käufer nachstehend als der bzw. die "Betreiber" bezeichnet,

behilflich zu sein.

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PARAGRAPH I - DAUER - BEENDIGUNG

A -

Dieser Vertrag gilt vom 1. Dezember 1989

- bis zum 31. Dezember 1990.

Dieser Vertrag endet an diesem Datum automatisch und kann nur durch eine von beiden Parteien vor dem Datum der



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Beendigung unterzeichnete schriftliche Urkunde verlängert werden. Fehlt eine solche schriftliche Urkunde, so kann dieser Vertrag unter keinen Umständen als verlängert gelten.

Der Verkäufer und der Berater vereinbaren ausdrücklich, daß sie am Datum der Beendigung des Vertrags von ihren jeweiligen Pflichten aus diesem Vertrag entbunden sind.

B -

Die Beendigung tritt unter den folgenden Umständen ein:

- Falls es der Berater unterläßt, seine Pflichten gemäß Paragraph III dieses Vertrags zu erfüllen, wenn dies nicht binnen drei Monaten nach entsprechender schriftlicher Mitteilung des Verkäufers zu dessen Zufriedenheit abgestellt wird, oder
- automatisch
  - (1) im Falle eines wichtigen politischen Wechsels im Land des Betreibers (nachstehend das "Verkaufsgebiet"), einschließlich eines Regierungswechsels,
  - (2) im Falle des Konkurses oder der Zahlungsunfähigkeit des Beraters.

PARAGRAPH II - PRODUKTE DES WETTBEWERBS

Während der gesamten Gültigkeitsdauer dieses Vertrags fördert der Berater in keinerlei Weise den Verkauf eines Produkts, das mit den Produkten aller Wahrscheinlichkeit nach im Wettbewerb steht, und hat auch kein mittelbares oder unmittelbares Interesse am Verkauf eines solchen Produkts.

PARAGRAPH III - BEMÜHUNGEN UM DEN VERKAUF UND PFLICHTEN

Der Berater verpflichtet sich hiermit:

- A - sich nach besten Kräften zu bemühen, den Verkauf der Produkte im Verkaufsgebiet mit allen zuvor mit dem Verkäufer vereinbarten Mitteln zu fördern,
- B - die Vorgehensweise des Verkäufers im Verkaufsgebiet zu unterstützen; auf Verlangen angemessene Unterstützung bei der Vorbereitung, Festlegung und Beaufsichtigung der Regelung der Geschäfte sowie für ihre unverzügliche Unterzeichnung durch den Betreiber zu leisten,
- C - den Verkäufer regelmäßig über seine Tätigkeiten im Verkaufsgebiet auf dem laufenden zu halten und dem Verkäufer regelmäßig mündliche oder schriftliche Berichte über seine Tätigkeiten im Zusammenhang mit den Produkten zur Verfügung zu stellen,

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D -

Der Verkäufer hat seiner Sorge in bezug auf unlängst von einem Geschäftsfreund des Beraters im Verkaufsgebiet abgegebene Erklärungen, Kommentare oder Aufforderungen, aus denen das Vorhandensein von Schwierigkeiten in der Organisation des Beraters hervorzugehen scheint, Ausdruck verliehen. Diese Schwierigkeiten könnten sich als schädlich für die Interessen des Verkäufers im Verkaufsgebiet erweisen.

Daher verpflichtet sich der Verkäufer, diesen Vertrag unter der ausdrücklichen Bedingung zu schließen, daß der Berater formell zusichert, daß sich bei der Erfüllung dieses Vertrags aufgrund von bestehenden Schwierigkeiten zwischen dem Berater und seinen Geschäftsfreunden, Vertretern oder Vermittlern im Verkaufsgebiet keine Störungen oder Probleme jeglicher Art ergeben.

Diese Zusicherung des Beraters gilt als Hauptpflicht gemäß diesem Vertrag: folglich ist der Verkäufer bei Nichterfüllung dieser Pflicht durch den Berater berechtigt, die Bestimmungen von Paragraph I-B oben geltend zu machen.

#### PARAGRAPH IV - VERGÜTUNG

A -

Der Verkäufer zahlt dem Berater ein Honorar für die vom Betreiber vor Ablauf oder Beendigung dieses Vertrags fest bestellten Produkte mit der Maßgabe, daß alle nachstehenden Bedingungen vor Ablauf oder einer Beendigung erfüllt werden:

- 1 - Unterschrift eines Kaufvertrags für das Produkt zwischen dem Betreiber und dem Verkäufer,
- 2 - Eingang der bei Unterzeichnung dieses Kaufvertrags fälligen, nicht rückzahlbaren Anzahlung beim Verkäufer,
- 3 - Einholung aller erforderlichen Genehmigungen für den Kaufvertrag für das Produkt, einschließlich der Finanzierung von den zuständigen staatlichen Behörden und der Realisierung aller sonstigen Bedingungen, denen dieser Vertrag ggfs. unterliegt.

Die Höhe dieses Honorars richtet sich nach den Bestimmungen in dem diesem Vertrag beigefügten Anhang.

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B -

Der Berater hat Anspruch auf das in Absatz A oben vorgesehene Honorar, wenn das Produkt als direkte Folge der in Paragraph III oben beschriebenen kommerziellen Verkaufsförderungstätigkeiten des Beraters verkauft wird und mit der Maßgabe, daß der Berater in diesem Fall die tatsächliche Ursache für diesen Verkauf war.

C -

Dieses Honorar wird für den Berater anteilmäßig mit dem Eingang der nicht rückzahlbaren Beträge, die vom Betreiber in unverzüglich verfügbaren Mitteln gezahlt werden, fällig, ob es sich bei diesen Zahlungen nun um Anzahlungen, Abschlagszahlungen oder Schlußzahlungen handelt. Dieses Honorar wird binnen fünfundvierzig Tagen nach Eingang dieser Zahlungen vom Betreiber beim Verkäufer bezahlt. Sollte allerdings nach Teilbeendigung oder vollständiger Beendigung des Kaufvertrags für das Produkt eine Rückzahlung an den Betreiber fällig werden, dann wird diese Rückzahlung von dem Betrag abgezogen, nach dem dieses Honorar berechnet wird.

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Seite 4

D -

Alle für den Berater vom Verkäufer nach diesem Vertrag fälligen Beträge werden dem Berater an die von ihm schriftlich angegebene Bankverbindung gezahlt, jedoch unter der Bedingung, daß die Gesetze oder Verordnungen oder sonstige, vom Verkäufer nicht zu vertretende Umstände die Zahlungen an dieses Konto nicht verhindern oder unverhältnismäßig belastend gestalten. In diesem Fall leistet der Verkäufer die Zahlungen auf das Konto des Beraters bei der von ihm schriftlich angegebenen Bank in FRANKREICH.

E -

Der Berater hat nur Anspruch auf die in diesem Paragraphen vorgesehene Vergütung. Alle dem Berater entstehenden Kosten werden ausschließlich von ihm getragen.

F -

Der Verkäufer bezahlt auch ein spezielles Honorar für A300-600R Nr. 21, 22 und 23, die an THAI AIRWAYS INTERNATIONAL LTD. gemäß Änderung Nr. 11 vom 26. April 1989 verkauft worden sind: dieses spezielle Honorar wird auch im Anhang zu diesem Vertrag bestimmt. Der Berater erkennt hiermit an, 20,6 % dieses Honorars erhalten zu haben - etwa in Übereinstimmung mit den vom Betreiber erhaltenen Zahlungen vor der

Lieferung.

PARAGRAPH V - VERKAUFSBEDINGUNGEN UND VERTRAGSVERHANDLUNGEN

Der Berater gilt nicht als gesetzlicher Vertreter des Verkäufers, und keine Bestimmung dieses Vertrags ist so auszulegen, daß ihm Vollmacht erteilt wird, eine Verpflichtung jeglicher Art für den Verkäufer zu übernehmen oder zu schaffen.

Alle den Gegenstand dieses Vertrags betreffenden Verträge werden allein vom Verkäufer ausgearbeitet, ausgehandelt und unterfertigt, ohne daß der Berater eingreift, sofern dies mit dem Verkäufer nicht ausdrücklich etwas anderes vereinbart ist.

PARAGRAPH VI - RECHT UND SCHIEDSGERICHTSBARKEIT

Dieser Vertrag wird nach dem Recht von FRANKREICH ausgelegt, und seine Erfüllung bestimmt sich danach. Die Vertragsparteien vereinbaren ausdrücklich, daß alle sich aus diesem Vertrag oder im Zusammenhang damit ergebenden Streitigkeiten oder Differenzen in der Schweiz nach der Vergleichs- und Schiedsordnung der Internationalen Handelskammer durch einen in Übereinstimmung mit dieser Ordnung bestellten Schiedsrichter rechtskräftig beigelegt werden.

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PARAGRAPH VII - ÄNDERUNGEN

Dieser Vertrag enthält den vollständigen Vertrag zwischen den Parteien und ersetzt alle früheren mündlichen oder schriftlichen Vereinbarungen oder Verpflichtungen jeglicher Art. Dieser Vertrag darf nur durch schriftliche Urkunde gleichen Datums oder bei einem späteren Datum mit Unterfertigung durch beide Parteien abgeändert werden.

PARAGRAPH VIII - ABTRETUNG

Dieser Vertrag oder darin enthaltene Rechte und/oder Pflichten dürfen vom Berater nicht ohne vorherige schriftliche Zustimmung des Verkäufers abgetreten werden.

PARAGRAPH IX - VOLLMACHT

Dieser Vertrag tritt nur in Kraft, wenn der Verkäufer binnen dreißig Tagen nach dem Datum dieses Vertrags die folgenden Unterlagen erhält:

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- 1) einen beglaubigten Auszug aus der Gründung des Beraters,
- 2) eine beglaubigte Vollmacht, die dem Unterzeichner dieses Vertrags erteilt wird.

Dieser Vertrag ist in zwei Originalen unterfertigt worden.

FÜR: INTERNATIONAL AIRCRAFT  
LEASING LTD.

FÜR: AIRBUS INDUSTRIE

i.V.:

i.V.:

DATUM:

AI/CC-L - 2053-5/90

.../...

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ANHANG

zu dem zwischen AIRBUS INDUSTRIE und INTERNATIONAL AIRCRAFT LEASING LTD. unterzeichneten Beratungsvertrag (Aktenzeichen AI/CC-L - 2053-5/90).

1. HÖHE DES HONORARS JE PRODUKT

DAS IN PARAGRAPH IV-A BEZEICHNETE HONORAR BELÄUFT SICH AUF US-DOLLAR SECHSHUNDERTTAUSEND (US-\$ 600.000) JE PRODUKT.

2. SPEZIELLES HONORAR

DAS AUF DAS A300-600R PRODUKT, NUR NR. 21, 22, 23 ANWENDBARE SPEZIELLE HONORAR, DAS IN PARAGRAPH IV - F ERWÄHNT WIRD, BELÄUFT SICH AUF US-DOLLAR SECHSHUNDERTACHTZIGTAUSEND (US-\$ 680.000) JE PRODUKT.

3. BEZAHLUNG

Das Honorar wird an das US-\$-Konto des Beraters Nr. 235.972 bei der VERWALTUNGS- UND PRIVATBANK - VADUZ (FL) gezahlt.

FÜR: I.A.L. INTERNATIONAL AIRCRAFT  
LEASING LTD.

FÜR: AIRBUS INDUSTRIE

I.V.:

I.V.:

DATUM:

AI/CC-L - 2053-5/90

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RBUS-VERTRÄGE TEL.-NR. 3361934363 16. AUG. 89 11.51 S.02  
10.8.89

ÜBERWEISUNG VON W.13-14 (2 X 1016'<sup>1</sup>)

T		21		22		23	SUMME
8.89	14%	100	14%	100		40	240 (siehe Anmer- kung)
9.89						60	60
11.89	8%	40	8%	40			80
1.90						8% 40	40
9.90		540		540			1080
11.90						540	540
		680'		680'		680'	2040'

ANMERKUNG: Abzüglich 100', die in 10.88 überwiesen wurden.

Telefax An K.H. Schreiber

Ref. Nr. Von G. Pelossi

Datum 5.9.89      Seiten - 1 -

Als vom Präsidenten des Landgerichts Augsburg öffentlich bestellte und beeidigte Übersetzerin für die englische Sprache bestätige ich:

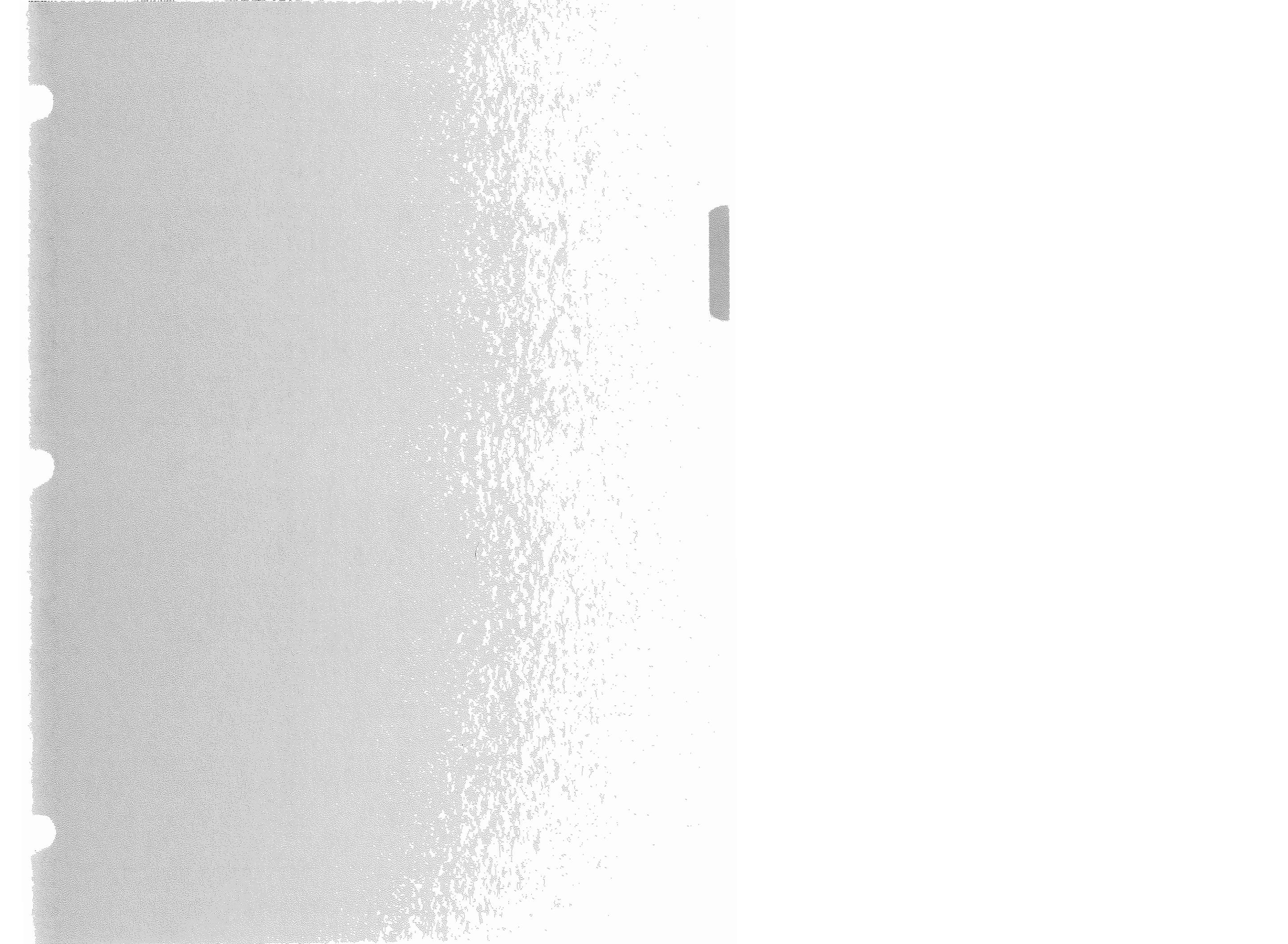
Vorstehende Übersetzung der in englischer Sprache abgefaßten, mir in Kopie vorgelegten Schriftstücke ist richtig und vollständig.

Neusäß, den 13. November 1996



*Heike Bartholy*

<sup>1</sup> Anm. d. Übers.: Im Englischen wird "k" als Abkürzung für "1.000" benutzt, was hier mit "" wiedergegeben wird.



Certified Translation from the German Language

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[Emblem] **Public Prosecutor's Office**  
**[Staatsanwaltschaft]**  
**AUGSBURG**

86044 Augsburg, P.O. Box [Postfach] 111940  
Office building: Prinzregentenstraße 3 86150 Augsburg  
**Telephone:** (0821) 3105-0 extension 621  
**Telefax:** 08213105683

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File number: 501 Js 127135/95      Augsburg, October 11, 1999 -Hi-

*Record of the Case*

*for the Extradition of the defendant Schreiber from Canada*  
*for the Purpose of Criminal Prosecution*

**Table of Contents:**

- I. **About the Public Prosecutor in Charge of the Investigation**
- II. **Synopsis of the Case**
  1. **The Person Sought**
  2. **Overview of the Case**
  3. **Schedule of the most Important Individuals and Companies**
    - a) Persons
    - b) Companies
    - ba) Companies controlled by Schreiber
    - bb) Other companies
    - c) Banks
  4. **Overview of the Origin of the most Important Evidence**



**III. Subject Matter of the Investigation**

**1. Tax Evasion**

- a) Unreported income during the tax year 1988
  - aa) Unreported commissions from the sale of helicopters to the Canadian Coast Guard
  - ab) Unreported commissions from the negotiation of the sale of aircraft of the type Airbus by the company Airbus Industries G.I.E. to Canada
  - ac) Unreported income from the defendant's activities for the realization of the Bear Head project
- b) Unreported income during the tax year 1989
- c) Unreported income during the tax year 1990
- d) Unreported income during the tax year 1991
  - da) Unreported commission income from the negotiation of the sale of 36 „Fuchs” transport tanks to the Kingdom of Saudi Arabia
  - db) Unreported commission income from the negotiation of Airbus deals
- e) Unreported income during the tax year 1992
  - ea) Unreported income based on the defendant's efforts made regarding the performance of the contract between the company Thyssen Industrie AG Henschel Division and the Ministry of Defense and Aviation of the Kingdom of Saudi Arabia dated January 17, 1991
  - eb) Unreported income of the defendant from Airbus sales
- f) Unreported income during the tax year 1993
  - fa) Unreported commission income based on the defendant's efforts made regarding the performance of the contract between the company Thyssen Industrie AG Henschel Division and the Ministry of Defense and Aviation of the Kingdom of Saudi Arabia dated January 17, 1991
  - fb) Unreported income of the defendant from Airbus sales
- g) General statement concerning the allegations of evasion of income and trade tax for the years 1988 until 1993

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2. Aiding and Abetting Fraud

- a) Deception of the representatives of the Ministry of Defense and Aviation of the Kingdom of Saudi Arabia
- b) Misleading the contracting representatives of the Ministry of Defense and Aviation of the Kingdom of Saudi Arabia
- c) Loss sustained
- d) Knowledge of the defendant Schreiber as well as of the co-defendants Haastert and Maßmann of the prohibited commission payments
  - da) Knowledge of the co-defendant Maßmann
  - db) Knowledge of the co-defendant Haastert
  - dc) Knowledge of the defendant Schreiber
- e) Defendant Schreiber's act of aiding and abetting

3. Aiding and Abetting Breach of Trust

- a) Position of the co-defendants Haastert and Maßmann
- b) Breach of duty to protect corporate assets
  - ba) Illicit payment of the commission in the amount of at least 8,250,000.-- Deutschmarks to the co-defendant Maßmann
  - bb) Illicit payment of the commission in the amount of at least 1,200,000.-- Deutschmarks to the co-defendant Haastert
- c) Loss sustained
- d) Defendant Schreiber's act of aiding and abetting
- e) Intent

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4. **Bribery**

- a) Position of the co-defendant Dr. Pfahls
- b) Decision of the co-defendant Dr. Pfahls regarding the provision of 36 „Fuchs” transport tanks from the stocks of the Federal Armed Forces for the performance of the contract between Thyssen Industrie AG Henschel Division and the Ministry of Defense and Aviation of the Kingdom of Saudi Arabia dated January 17, 1991
- c) Receipt of the bribe in the amount of 3,800,000.-- Deutschmarks from the defendant Schreiber
- d) Causality of the payment of the bribe with respect to the decision of the co-defendant Deputy Minister, retired, Dr. Pfahls to make available 36 tanks from the stocks of the Federal Armed Forces

IV. **Identification of the Defendant Schreiber**

1. **Personal Facts relating to the Defendant Schreiber**
2. **Identification of the Signatures made by the Defendant Schreiber**

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This record of the case is submitted in support of the request of the Federal Republic of Germany to the Canadian authorities for the extradition of the defendant Karlheinz Schreiber for the purpose of criminal prosecution for tax evasion, bribery, aiding and abetting fraud, as well as aiding and abetting breach of trust.

Investigations were instituted by the Augsburg Public Prosecutor's Office on August 09, 1995. So far some 51 witnesses were interviewed. Some 30 searches were conducted at banks and some 33 searches were conducted at private firms and private homes. A request for legal assistance to the Swiss authorities and a request for legal assistance to the French authorities were executed.

Due to the volume of the file material available of much more than 10,000 pages, the case is hereinafter described on the basis of the most essential evidence.

**I. About the Public Prosecutor in Charge of the Investigation**

I, Dr. Winfried Maier, am a resident of the City of Augsburg in the Land of Bavaria, Germany. Since November 1994, I have been employed as a Public Prosecutor as Group Leader [Staatsanwalt als Gruppenleiter] at the Augsburg Public Prosecutor's Office. I have been the prosecutor in charge of the case against the defendant Schreiber since February 1997. In my function as the prosecutor in charge of the case, I am familiar with the evidence in this case.

**1. Education**

In order to practice law in Germany as a public prosecutor, a judge, an attorney at law or a notary, it is necessary to obtain a degree from a faculty of law and pass two state examinations in law. In Bavaria, those two state examinations are carried out by the Free State of Bavaria [Freistaat Bayern]. I passed the second state examination in law on October 30, 1986. The successful completion of that examination also includes the qualification to perform the functions of a judge.

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On February 21, 1990, the University of Augsburg conferred on me the academic title of a Doctor of Laws on the basis of a doctoral thesis on income tax law.

### **2. Professional Background**

From April 01, 1987, until May 15, 1988, I was in charge of preparing comments on draft legislation as well as of handling matters of civil service law and the supervision of subordinate authorities in the Bavarian State Ministry of Economics and Transportation [Bayerisches Staatsministerium für Wirtschaft und Verkehr]. From May 16, 1988, until October 31, 1990, I worked in the Bavarian State-Chancellery [Bayerische Staatskanzlei] in the section called „Matters relating to the Ministry of Economics” of the branch „Policy Guidelines”, with my last position there being that of deputy head of the section.

From November 01, 1990, until February 28, 1993, I served as a Public Prosecutor at the Augsburg Public Prosecutor’s Office, where I was mainly responsible for procedures involving white-collar offenses, in particular for offenses under the Tax Code [Abgabenordnung] (tax evasion).

From March 01, 1993, until September 30, 1993, I was entrusted with the task of taking care of two investigation committees set up by the Land Parliament [Landtag].

From October 01, 1993, until October 30, 1994, I worked as a judge at the Augsburg Regional Court [Landgericht Augsburg]. During the same time period, another judicial office at the Aichach Local Court [Amtsgericht Aichach] was also conferred on me.

On November 01, 1994, I was appointed Public Prosecutor as Group Leader. The scope of my duties initially at the Munich Public Prosecutor’s Office and from March 1996 onwards at the Augsburg Public Prosecutor’s Office includes the prosecution of white-collar offenses, in particular criminal procedures regarding tax evasion and procedures regarding corruption in business life.

## II. Synopsis of the Case

### 1. The Person Sought

#### **Mr. Karlheinz Friedrich Schreiber**

is a German citizen. He was born in Petersdorf, Germany, on March 25, 1934. Until 1995, he lived in the German town of Kaufering, County [Landkreis] of Landsberg, Bavaria. There he owned a house, from which he also conducted his business activities. He is married to his second wife, Barbara Schreiber, née Schubert. In addition to his house in Kaufering, Schreiber owns an apartment in Pontresina, Switzerland. Apart from possessing German citizenship since his birth, he acquired Canadian citizenship. Karlheinz Schreiber left the Federal Republic of Germany in October 1995, shortly after his home and business premises in Kaufering were searched based on this case on October 05, 1995.

Hereinafter, Karlheinz Schreiber is designated as „the defendant” or „Schreiber”.

### 2. Overview of the Subject Matter of the Investigation

On the basis of the warrant of arrest issued by the Augsburg Local Court [Amtsgericht Augsburg] on September 02, 1999 (reference number: 1 Gs 2085/99), the defendant Karlheinz Schreiber is strongly suspected

- of income tax evasion and trade tax evasion for the years of 1988 through 1993,
- of bribery,
- of aiding and abetting fraud, as well as
- of aiding and abetting breach of trust.

During the years from 1988 through 1993, the defendant evaded taxes amounting to a total of 23,547,952.-- Deutschmarks [Deutsche Mark]. This total consists of the following amounts:

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▪ **income tax evaded:**

during the year 1988: 5,942,698.-- Deutschmarks,  
during the year 1989: 212,650.-- Deutschmarks,  
during the year 1990: 2,800,174.-- Deutschmarks,  
during the year 1991: 4,661,374.-- Deutschmarks,  
during the year 1992: 4,219,560.-- Deutschmarks,  
during the year 1993: 1,847,602.-- Deutschmarks,

as well as

▪ **trade tax evaded:**

during the year 1989: 52,620.-- Deutschmarks,  
during the year 1990: 799,920.-- Deutschmarks,  
during the year 1991: 1,314,165.-- Deutschmarks,  
during the year 1992: 1,188,825.-- Deutschmarks,  
during the year 1993: 508,455.-- Deutschmarks.

The defendant is furthermore strongly suspected of having supported the former directors of the company Thyssen Industrie AG<sup>1</sup> and of the company Thyssen Industrie AG Henschel Division, respectively, the co-defendants Winfried Haastert and Jürgen Maßmann, in deceiving the representatives of the Ministry of Defense and Aviation of the Kingdom of Saudi Arabia about the actual payment of commissions for the negotiation of the contract between the company Thyssen Industrie AG Henschel Division and the Ministry of Defense and Aviation of the Kingdom of Saudi Arabia (aiding and abetting fraud).

The defendant is furthermore strongly suspected of having supported the co-defendants Winfried Haastert and Jürgen Maßmann in injuring their employers' pecuniary interests. For the latter concealed from their employers, the company Thyssen Industrie AG and the company Thyssen Industrie AG Henschel Division, that a portion of the purchase price under the contract between the company Thyssen Industrie AG Henschel Division and the Ministry of Defense and Aviation of the Kingdom of Saudi Arabia in reality was paid to them as a commission (aiding and abetting breach of trust).

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<sup>1</sup> Translator's note: „AG” is the German abbreviation of „Aktiengesellschaft” - „corporation”.

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Moreover, the defendant Schreiber is strongly suspected of bribery, because he promised to pay and did in fact pay, to Deputy Minister [Staatssekretär] Dr. Holger Pfahls in the Federal Ministry of Defense [Bundesministerium der Verteidigung], who was an appointed official, 3.8 million Deutschmarks for making available 36 „Fuchs” transport tanks for the performance of the contract between Thyssen Industrie AG Henschel Division and the Kingdom of Saudi Arabia.

**3. Schedule of the most Important Individuals and Companies**

**a) Individuals:**

**Bühler, Jörg** - Marketing Manager [Marketingmanager] of the company Thyssen Industrie AG, Henschel Division [Geschäftsbereich Henschel].

**Frick, Edmund** - Liechtenstein citizen; Director [Verwaltungsrat] of the company International Aircraft Leasing in Liechtenstein.

**Haastert, Winfried**, co-defendant - Was in 1991 a Director [Vorstandsmitglied] of the company Thyssen Industrie AG and from January 01, 1992, onwards Chief Executive Officer [Vorstandsvorsitzender] of the Henschel Division of the company Thyssen Industrie AG.

**Dr. Höffken, Ernst Wilhelm** - Director of the company Thyssen Industrie AG.

**Dr. Jousen, Peter** - Was attorney at law and the legal adviser as well as the Head of the Legal Department of the company Thyssen Industrie AG.

**Kägi, Toni** - Employee of the Schweizerische Kreditanstalt [Swiss Credit Institution] in Pontresina.

**Kaupp, Dietlinde** - Secretary of the defendant Schreiber at his company Bayerische Bitumen Chemie Ferdinand Heinrich GmbH in Kaufering.



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**Kiep, Walther**, co-defendant - Head of Finance [Schatzmeister] of the Christian Democratic Union [Christlich Demokratische Union] political party in 1991.

**Kindler, Winfried** - Senior Administrative Officer [Oberamtsrat] at the Tax Office of Augsburg City [Finanzamt Augsburg-Stadt] in the Tax Investigation Department [Abteilung für Steuerfahndung]. He graduated with a Diploma of Fiscal Studies [Diplom-Finanzwirt]. He has been dealing with the present investigation from the very beginning. He is an expert for matters of tax law in this case.

**Dr. Klenk, Hans Joachim** - Head of the Legal Department of the company Thyssen Industrie AG.

**Lachner von, Hanko** - Fully authorized representative [Generalbevollmächtigter] of the company Airbus Industries G.I.E., and in this position familiar with the payments made by the company Airbus Industries G.I.E. to the company International Aircraft Leasing during the period from 1988 through 1993.

**Maßmann, Jürgen**, co-defendant - Was in 1991 a Director of the company Thyssen Industrie AG, Henschel Division. He concluded the contract on behalf of the company Thyssen Industrie AG Henschel Division with the Kingdom of Saudi Arabia for the delivery of 36 „Fuchs” transport tanks.

**Maßmann, Sven** - Son of the co-defendant Jürgen Maßmann.

**Moores, Frank** - Canadian citizen.

**Pelossi, Giorgio** - Certified public accountant by profession, worked since 1976 for the defendant Schreiber. From 1979 onwards, he was the confidant and trustee of the defendant Schreiber. In this function he was active for the defendant Schreiber until 1991. Then the relationship broke off as a result of a dispute. He acted upon the defendant

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Schreiber's instructions in important matters. The day-to-day business was conducted by him personally in Lugano, his place of business. Based on his activities, in particular in regard to the companies International Aircraft Leasing and Kensington Anstalt, Pelossi is intimately familiar with the business matters of the defendant Schreiber during the period from 1979 until 1991. He is cooperating with the investigating authorities and has made a total of four statements as a witness.

**Dr. Pfahls**, Ludwig Holger, co-defendant - Was from April 1987 until February 1992 an appointed official having the position of Deputy Minister [Staatssekretär] in the Federal Ministry of Defense [Bundesministerium der Verteidigung]. He was among other things responsible for budget matters, armaments matters and procurement in the Federal Ministry of Defense.

**Pfleiderer**, Kurt - Was from 1979 until January 1, 1989, fully authorized representative [Generalbevollmächtigter] of the company Messerschmitt-Bölkow-Blohm with its seat in Germany. As the authorized representative of the company Messerschmitt-Bölkow-Blohm, he concluded the contract with the company International Aircraft Leasing for the negotiation of helicopter sales to Canada.

**Dr. Pigorsch**, Wolfgang - Legal adviser and attorney at law of the company Thyssen Industrie AG, Henschel Division.

**Riemerschmid** - A married couple named Riemerschmid granted a loan of one million Deutschmarks [Deutsche Mark] to the defendant Schreiber prior to 1986.

**Reiter**, Hans - Chief Executive Officer of the Sparkasse [Savings Bank] Landsberg.

**Dr. Rohkamm**, Eckhard - Chief Executive Officer of the company Thyssen Industrie AG.

**Strobel**, Andre - Employee of the Schweizerischer Bankverein [Swiss Bank Corporation], Zurich.

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**Dr. Vogt, Alfons** - Head of the Accounting Department [Leiter des Rechnungswesens] of the company Thyssen Industrie AG in 1991.

**Wullschleger, Lorenzo** - since 1991 Director [Verwaltungsrat] of the company A.T.G. Investment Limited.

**b) Companies:**

**ba) Companies controlled by Schreiber:**

The defendant Karlheinz Schreiber is either the owner of, or in control of, the companies mentioned below:

**Bayerische Bitumen Chemie Ferdinand Heinrich GmbH** (hereinafter abbreviated as: BBC) - (original name: Bituleit GmbH). The BBC has its seat in Kaufering, which is also the residence of the defendant Schreiber. The company BBC is active in the field of road marking. Some commissions paid to the company International Aircraft Leasing were in the end transferred by the defendant Schreiber to an account of the company BBC.

**KENSINGTON Anstalt** - was founded in 1965. It has its registered seat in Vaduz/Liechtenstein and the defendant Schreiber is its owner. Kensington Anstalt is a holding company, which owns a number of other companies, and is under the control of the defendant Schreiber. To conceal income received from commission payments, the defendant Schreiber used some of these companies, which are owned by the company Kensington Anstalt, as mere letter box companies. In the context which is of interest here, the companies in question are as follows:

**ATG Investment Limited Inc.** (hereinafter abbreviated as: A.T.G.) - was founded in 1984 and has its seat in Panama. Kensington Anstalt is its owner. A.T.G. allegedly was used by the defendant Schreiber to receive commission payments in order to conceal these from the German tax authorities.

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**International Aircraft Leasing** (hereinafter abbreviated as: I.A.L.) - was founded in Vaduz/Liechtenstein in 1984, and Kensington Anstalt is its owner. It allegedly was used by the defendant Schreiber to receive commission payments and to conceal these from the German tax authorities.

**Interleiten S.A.** - this company has existed at least since 1972 and has its registered seat in Liechtenstein. Kensington Anstalt is the owner of Interleiten S.A. Interleiten S.A. allegedly was used by the defendant Schreiber to receive commission payments and to conceal these from the German tax authorities.

bb) Other companies:

**Airbus Industries G.I.E.** - this is a European company, which has its head office in France. This company is engaged among other things in the production of aircraft. The defendant Schreiber allegedly was involved in the negotiation of sales for the company Airbus Industries, at least during the period from 1988 until 1993, and received commissions for the contracts concluded.

**Messerschmitt-Bölkow-Blohm** (hereinafter abbreviated as: MBB) - a company with its seat in Germany, which produces among other things helicopters. MBB allegedly concluded a contract with the Canadian Coast Guard for the delivery of helicopters, in the negotiation of which contract the defendant Schreiber played an important role.

The defendant Schreiber allegedly received commission payments for his negotiation efforts made regarding this contract.

**Thyssen Industrie AG** - is a company with its seat in Essen/Germany. This company is mainly engaged in the production of armaments. The company **Thyssen Industrie AG, Henschel Division [Geschäftsbereich Henschel]** is a dependent division of that company. The defendant Schreiber allegedly negotiated numerous contracts for the company Thyssen Industrie AG and for the company

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Thyssen Industrie AG Henschel Division from 1988 until 1993 and received commission payments for the contracts concluded.

**Thyssen Industrie AG Henschel Division [Geschäftsbereich Henschel]** - is a dependent division of the company Thyssen Industrie AG.

c) Banks

**Banque Française du Commerce Extérieur** - a bank with its seat in Paris, where the company Airbus Industries G.I.E. had a bank account. The commission payments to the company I.A.L. were made from that account. This bank changed its name and is now called Natexis Banque.

**Natexis Banque** - see Banque Française du Commerce Extérieur.

**Schweizerischer Bankverein [Swiss Bank Corporation], Zurich** - has its seat in Zurich and also maintains a branch office there. All the accounts, of which this branch office in Zurich is in charge, have the letters „PO” in front of their respective numbers. The defendant Schreiber had a personal account there. Some commission payments allegedly went there in the end. The defendant Schreiber allegedly also operated several sub-accounts of that account (so-called named sub-accounts [Rubrikkonten]), where he held moneys in trust for third parties.

The Schweizerischer Bankverein changed its name and is now called UBS Bank.

**Schweizerische Kreditanstalt [Swiss Credit Institution] Pontresina** - is a bank with its seat in Switzerland. The wife of the defendant Schreiber, Barbara, had an account there, which the defendant Schreiber was also authorized to access and operate. At least some commission payments received by the defendant Schreiber allegedly went to this account at the Schweizerische Kreditanstalt Pontresina.

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**Sparkasse [Savings Bank] Landsberg** - has its seat in Germany, County of Landsberg. The defendant Schreiber had a personal account there. Also his company BBC had an account there. Both Schreiber personally and the company BBC, of which Schreiber was the shareholder, owed money to this bank. Schreiber allegedly promised commission payments as a collateral for his debts to this bank.

**UBS Bank** - see Schweizerischer Bankverein, Zurich.

**Verwaltungs- und Privatbank [Administrative and Private Bank] Vaduz**, (hereinafter abbreviated as: VP Bank) - is a bank with its seat in Liechtenstein. Until the middle of 1991, the commissions paid to the defendant Schreiber were transferred to an account of the company I.A.L. at the VP Bank in Vaduz.

**4. Overview of the Origin of the most Important Evidence**

- Bank records:

a. VP Bank Vaduz, Liechtenstein:

The witness Pelossi voluntarily gave us the bank records, which originate from the VP Bank in Vaduz/Liechtenstein.

b. Schweizerischer Bankverein, Zurich

Acting on the request for legal assistance of the Augsburg Public Prosecutor's Office dated June 05, 1996, the Swiss authorities sent the bank records, which originate from the Schweizerischer Bankverein, Zurich, to us for the purpose of criminal prosecution.

c. Schweizerische Kreditanstalt Pontresina

Acting on the request for legal assistance of the Augsburg Public Prosecutor's Office dated June 05, 1996, the Swiss authorities sent the records, which originate from the

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Schweizerische Kreditanstalt Pontresina, to us for the purpose of criminal prosecution.

d. Natexis Banque

Acting on the request for legal assistance of the Augsburg Public Prosecutor's Office dated January 14, 1997, the French authorities sent the records, which originate from the Natexis Banque, to us for the purpose of criminal prosecution.

e. Sparkasse Landsberg

We were able to seize the records, which originate from the Sparkasse Landsberg, during the search of the premises of the Sparkasse Landsberg conducted on January 27, 1997.

- Other items of evidence

A great deal of evidence was among other things found during the searches conducted at the business premises and residence of the defendant Schreiber in Kaufering, at the business premises of the company Thyssen Industrie AG in Essen and in Kassel and at the business premises of the company MBB in Ottobrunn near Munich.

Furthermore, evidence was obtained through administrative assistance channels from, among others, the Federal Ministry of Economics [Bundeswirtschaftsministerium], the Federal Ministry of Defense, and the Federal Office of Finance [Bundesamt für Finanzen].

The witness Pelossi voluntarily gave us further extensive evidence concerning, among others, the companies Kensington Anstalt, I.A.L., A.T.G., the Bear Head project and the Airbus contracts.

**III. Subject Matter of the Investigation**

**1. Tax Evasion**

Whoever has a residence in Germany is obligated to report all his income, in accordance with the truth, to the tax office every year in a tax return. The tax return is a printed form which must be filed at the competent tax office. This tax return is the basis for the assessment of tax. Taxes must be paid on commission income. If the tax return is not filed in accordance with the truth, and if this forms the basis for an assessment of tax which does not correspond to the actual situation, taxes are evaded. Under German law, this is punishable as tax evasion.

Below, it will be stated in greater detail that Schreiber received commissions from various firms in Germany and France for the negotiation of contracts for the purchase and sale of aircraft, tanks and helicopters during the years from 1988 through 1993.

For each of these years, Schreiber filed an income tax return in which he declared himself to be a resident of Germany for tax purposes. In fact, the commission payments were not reported in any tax return.

As a result, the Tax Office of Landsberg [Finanzamt Landsberg] failed to assess the corresponding taxes. The Federal Republic of Germany, the Free State of Bavaria, and the Municipality of Kaufering [Gemeinde Kaufering] sustained a loss totalling 23,547,952.-- Deutschmarks.

**a) Unreported income during the tax year 1988**

The defendant Schreiber did not report commission income in the amount of 12,792,775.-- Deutschmarks in his income tax return for the year 1988 and thus evaded income tax in the amount of 5,942,698.-- Deutschmarks.

These commissions originate from:



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- the sales of helicopters of the company Messerschmitt-Bölkow-Blohm (hereinafter abbreviated as: MBB) to the Canadian Coast Guard (total commission in 1988: 116,250.-- Can. Dollars),
- the sales of Airbus aircraft to Canada (total commission in 1988: 5,188,000.-- U.S. Dollars), and
- the defendant's activities for the realization of the „Bear Head” project planned by the company Thyssen Industrie AG in Canada (total commission in 1988: 2,000,000.-- Can. Dollars).

aa) Unreported commissions from the sale of helicopters to the Canadian Coast Guard

The evidence shows that the company MBB paid commissions to the company International Aircraft Leasing (hereinafter abbreviated as: I.A.L.) during the years 1986-1988 for negotiating the sales of helicopters to Canada. We have the agreement between MBB and I.A.L. dated February 19, 1985, on the payment of commissions. This contract was given to us by MBB.

Evidence:

Agreement between MBB and I.A.L. dated February 19, 1985.

From a list of commissions drawn up by MBB dated April 20, 1988, we know that the amount of commissions paid to the company I.A.L. totalled 1,122,072.-- Can. Dollars. From the list it can further be seen that the remainder of the commission in the amount of 116,250.-- Can. Dollars was paid to the company I.A.L. on April 21, 1988. The same is evident from the statement of account of the Verwaltungs- und Privatbank Vaduz dated April 21, 1988. From this it is apparent that MBB transferred the amount of 116,250.-- Can. Dollars to I.A.L. with the value date April 22, 1988.

Evidence:

List drawn up by the company MBB dated April 20, 1988,  
Statement of account of the Verwaltungs- und Privatbank Vaduz dated April 21, 1988, which we received from the witness Giorgio Pelossi.

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The allegation that unreported commissions were received on the basis of the agreement between the company I.A.L. and MBB relates merely to the commission received in the amount of 116,250.-- Can. Dollars, which the company I.A.L. received on April 21, 1988. The commission payments made already in 1987 are not the object of the allegations against the defendant because prosecution is barred by limitation.

When the account of the company I.A.L. was credited with the commissions the defendant was able to use these commissions for his own economic purposes. At that point in time, the commissions are deemed to have been received by the defendant for the purposes of tax law.

There are several items of evidence to prove that the defendant only used the company I.A.L. to conceal the receipt of the commissions. In reality, the defendant Schreiber and the company I.A.L. are one and the same.

There is evidence to prove that the company I.A.L. has been registered in Liechtenstein as a company at least since 1988. The Liechtenstein citizen Edmund Frick is the Director of the company I.A.L. The owner of this company is Karlheinz Schreiber. This is proven by the following pieces of evidence.

The witness Giorgio Pelossi, who is a certified public accountant by profession, made a total of 4 statements regarding his professional and business activities for the defendant Schreiber during the years from 1976 until 1991. According to his statements, Pelossi had been the defendant Karlheinz Schreiber's confidant and trustee from 1979 onwards. He states that the defendant Schreiber, as the person having economic control over Kensington Anstalt and as the owner of that company, had instructed him (Pelossi) to found the company I.A.L. as a subsidiary of Kensington Anstalt. He further testifies that Karlheinz Schreiber is the only person having economic control over the company I.A.L.

The registered seat of I.A.L. is Liechtenstein, according to Pelossi's statement. The day-to-day business was conducted in Lugano, witness Pelossi's place of business, by the witness Pelossi in an independent manner. In important matters, the

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witness Pelossi was given the instructions exclusively by the defendant Schreiber; this is confirmed again and again by the witness Pelossi.

Evidence:

Witness Pelossi's statements dated July 24, 1995, December 08, 1995, January 15, 1997, and December 03, 1997.

Until the middle of 1991, exclusively the witness Pelossi acted as the person having control over I.A.L. when dealing with Director Frick. In fact, however, the witness Pelossi merely acted on behalf of the defendant Schreiber, from whom he (Pelossi) exclusively got his instructions.

Evidence:

Witness Pelossi's statements dated July 24, 1995, December 08, 1995, and January 15, 1997.

The witness Kurt Pfeleiderer, who was the fully authorized representative of the company MBB from 1979 until January 01, 1989, stated that, as the authorized person of the company MBB, he had signed the agreement with the company I.A.L. In fact he had negotiated with Karlheinz Schreiber. The letter box company [Domizilgesellschaft] I.A.L. was brought into this either by the defendant Schreiber or by Frank Moores.

Evidence:

Witness Kurt Pfeleiderer's statement dated October 05, 1995.

Example of the defendant Schreiber's control over the company I.A.L.:

We have documents showing that the defendant Schreiber in fact had economic control over the commissions received by the company I.A.L. from the company MBB. In order to illustrate this, we refer to a contract of assignment dated March 17, 1986, between the company I.A.L. and a married couple named Riemerschmid, according to which the commissions due in favor of the company I.A.L. from MBB in the amount of 1,150,000.-- Deutschmarks were assigned to the Riemerschmids. This contract says verbatim that the assignment served the purpose of „repayment of a loan in the amount

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of 1,000,000.-- Deutschmarks (Deutschmarks one million), which was granted by you to Mr. Karlheinz Schreiber, Kaufering." From this it follows that the defendant used the commission for his own purposes.

Evidence:

Act of assignment of the company I.A.L. dated March 17, 1986, with the transmission cover page of the act of assignment from the witness Pelossi to the defendant Schreiber dated March 17, 1986, time 09.45 a.m.; the witness Pelossi gave us these documents as a photostatic copy.

In a letter dated December 18, 1985, the defendant Schreiber confirms to the Sparkasse Landsberg commission claims „for us" from the negotiation of the sale of helicopters to Canada. The defendant Schreiber confirms in this letter that the commissions received by the company I.A.L. for the sale of helicopters were to serve as a collateral for Schreiber's personal and business debts.

Evidence:

Letter of the defendant Schreiber dated December 18, 1985, to the Sparkasse Landsberg.

The witness Pelossi confirms the commission claims resulting from the sale of helicopters in a letter dated January 10, 1986, to the company BBC, which was addressed to the attention of Schreiber.

This letter was found in the course of investigations in the credit files of the Sparkasse Landsberg for the company BBC for the year 1988. One can thus conclude that this letter served as collateral for a loan of BBC from the Sparkasse Landsberg.

Evidence:

Letter of the witness Pelossi dated January 10, 1986.

The defendant is the shareholder and, according to the memorandum of association dated March 05, 1981, the Managing Director [Geschäftsführer] of the company BBC.

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Evidence:

Notarial memorandum of association dated March 05, 1981.

According to the witness Pelossi's statement, which is confirmed by a statement of account of the company I.A.L. dated June 30, 1991, the income of I.A.L. went to the company A.T.G. Investment Limited Inc. (hereinafter abbreviated as: A.T.G.), after the deduction of a trustee commission of nominally 2 %.

Evidence:

Witness Pelossi's statement dated January 15, 1997,  
Statement of account of the company I.A.L. dated June 30, 1991, which the witness Pelossi gave to us.

The witness Pelossi furthermore confirms that all payments recorded in the books in favor of A.T.G. in effect went to the defendant Schreiber or his companies.

Evidence:

Witness Pelossi's statement dated January 15, 1997.

The witness Pelossi also confirms that the commissions, which were to go to the defendant Schreiber, were recorded in the books of I.A.L. as having gone to the company A.T.G. The company A.T.G. did not have any business function, but merely a „tax“ function. Apart from that, the company A.T.G. was interposed in order not to reveal the actual recipient of the commissions, the defendant Schreiber. The withdrawals for the defendant Schreiber had been transferred to his own account, in most cases to account number PO-18679 at the Schweizerischer Bankverein, Zürich. The witness Pelossi himself did not open any account on behalf of the company A.T.G.

Evidence:

Witness Pelossi's statements dated December 08, 1995, and January 15, 1997.

The Schweizerischer Bankverein, Zurich, provided information in a letter dated October 22, 1997, according to which the account PO-18679 at the Schweizerischer Bankverein, Zurich, is in the name of Schreiber Friedrich Karlheinz.

Certified Translation from the German Language

Evidence:

Letter of the Schweizerischer Bankverein, Zurich, dated October 22, 1997.

The Federal Office of Finance in Bonn is an office of the German fiscal administration, which is independent of the investigating authorities and among other things collects information on the business activities of foreign companies and examines whether individual companies are pursuing actual business purposes, or whether they merely have a legal domicile, without carrying on their own actual business operation (so-called letter box companies). The Federal Office of Finance informed us in a letter dated October 17, 1996, with reference to the company I.A.L. that this Liechtenstein company was a mere letter box company, which had its seat only formally in Liechtenstein, without engaging in any activities of its own there.

In the same letter, the Federal Office of Finance informs us that the company A.T.G. is a mere letter box company, which has its seat only formally in Panama, without engaging in any activities of its own there.

Evidence:

Letter of the Federal Office of Finance dated October 17, 1996.

Without knowing this information provided by the Federal Office of Finance, the witness Pelossi provided similar information.

Evidence:

Witness Pelossi's statements dated December 08, 1995, July 24, 1995, and October 15, 1997.

Furthermore, we know that the company A.T.G., just like the company I.A.L., is a wholly-owned subsidiary of Kensington Anstalt. Karlheinz Schreiber is the holder of the owner certificate of Kensington Anstalt and is accordingly also the owner of this company.

Certified Translation from the German Language

Evidence:

Witness Pelossi's statements dated December 08, 1995, and January 15, 1997.

In its letter dated October 17, 1996, the Federal Office of Finance confirmed that also the company Kensington Anstalt was a mere letter box company, which did not engage in any business activities of its own at its seat.

Evidence:

Letter of the Federal Office of Finance dated October 17, 1996.

We also know that the defendant Schreiber caused these letter box companies to be administered by trustees in order to conceal his economic control and his sole legal authority. For the letter box company I.A.L., Karlheinz Schreiber used the witness Giorgio Pelossi and Edmund Frick until July 1991, and Edmund Frick alone from July 1991 onwards. The Director [Vorstand] of the company A.T.G. was the witness Pelossi until July 05, 1991. Until the witness Pelossi left the companies, the day-to-day business of the two letter box companies I.A.L. and A.T.G. was carried on by him without the intervention of the trustee Frick in Lugano, Switzerland. The witness Pelossi acted exclusively in accordance with the defendant Schreiber's instructions.

Evidence:

Witness Pelossi's statements dated December 08, 1995, and January 15, 1997.

According to Pelossi's statement, the defendant Schreiber was the owner of Kensington Anstalt, because Schreiber possessed the owner certificate for this company and had shown this to Pelossi. In his statement, the witness Pelossi said that as far as he knew, Schreiber had been the owner of the company Kensington Anstalt since 1972/1973, and since that time Pelossi had received his instructions in relation to this company exclusively from the defendant Schreiber.

Evidence:

Witness Pelossi's statement dated January 15, 1997.

Certified Translation from the German Language

ab) Unreported commissions from the negotiation of the sale of aircraft of the type Airbus by the company Airbus Industries G.I.E. to Canada

We have an agreement dated March 07, 1985, (agreement number AI/CC-L-573-3/85) between the company I.A.L. - signed by the witness Pelossi - and the company Airbus Industries G.I.E., France, on the negotiation of the sales of aircraft of the company Airbus Industries G.I.E. to airline operators, which have their registered seat in Canada. This agreement contains in Article IV, read in conjunction with the appendix to that contract, detailed provisions concerning the commission claims of the company I.A.L.

Evidence:

Agreement between the company I.A.L. and Airbus Industries G.I.E., number AI/CC-L-573-3/85,  
Witness Pelossi's statement dated December 08, 1995.

We have only an unsigned copy of this agreement, surrendered by the witness Pelossi. On grounds of secrecy, only one document was signed by the contracting partners.

Evidence:

Witness Pelossi's statement dated December 08, 1995.

We furthermore know that this agreement (number AI/CC-L-573-3/85) was given in the original by the company Airbus Industries G.I.E. and the company I.A.L. to the law firm Homburger, Achermann, Müller and Heini, represented by Mr. Kurrer, Zurich.

Evidence:

Escrow agreement between the company Airbus Industries G.I.E., the company I.A.L. and the law firm Homburger, Achermann, Müller and Heini.  
Certificate of deposit of the escrow agreement dated March 07, 1985, by Dr. Widmer of the law firm Homburger and colleagues, Zurich, dated March 07, 1985.



Certified Translation from the German Language

We moreover know that four amendments were concluded in respect of this agreement. The first amendment dated December 20, 1985, referred to the extension of the agreement, the second amendment dated June 03, 1987, concerned among other things the increase in the commission rates for future cases as well as with the extension of the agreement. The third amendment of August 1988 dealt with another extension of the agreement as well as a new list of the adjusted commission rates. The fourth amendment dated June 28, 1989, is another extension of the agreement and a new provision concerning commission and the terms of payment.

Evidence:

Amendment number 1 to the agreement dated December 20, 1985,  
Amendment number 2 to the agreement dated June 03, 1987,  
Amendment number 3 to the agreement of August 1988,  
Amendment number 4 to the agreement dated June 28, 1989,  
Witness Pelossi's statement dated December 08, 1995.

The amendments to the agreement each contain the note that the amendment was executed in two originals each. Regarding amendment number 3, the law firm Homburger and colleagues, Zurich, confirms that this agreement was properly signed.

Evidence:

Amendments to the agreement mentioned above,  
Confirmation of the law firm Homburger dated August 08, 1988.

We also know, on the basis of the amendment number 2 to the agreement dated June 03, 1987, regarding the agreement between the company Airbus Industries G.I.E. and the company I.A.L. (agreement number AI/CC-L-573-3/85) as well as on the basis of a list of March 1989 concerning the commissions to be paid, that a total of 30,340,000.-- U.S. Dollars was to be paid as commissions to the company I.A.L.

Evidence:

Amendment to the agreement dated June 03, 1987,

Certified Translation from the German Language

List of the commissions actually to be paid, dated March 1989, transmitted on April 12, 1989, to the defendant's company BBC.

We have documents which show that the witness Pelossi sent the draft agreements prior to the signature to the defendant Schreiber with the note: „Please check and inform me whether everything is ok”.

Evidence:

Telefax transmission dated February 04, 1988, from the witness Pelossi to the defendant Schreiber.

According to information provided by the witness Hanko von Lachner, the Secretary General of the joint venture Airbus Industries, on March 31, 1999, the company Airbus Industries G.I.E. paid to the company I.A.L. the following commissions in 1988:

on October 03, 1988	100,000.-- U.S. Dollars,
on October 05, 1988	5,000,000.-- U.S. Dollars,
on October 18, 1988	88,000.-- U.S. Dollars.

Evidence:

List of payments drawn up by Airbus dated January 28, 1999, included as an appendix to the statement made by the witness Hanko von Lachner dated March 31, 1999; acting on the request for legal assistance of the Augsburg Public Prosecutor's Office dated January 14, 1997, the French authorities sent the statement made by the witness von Lachner to us.

These payments are confirmed by the Natexis Banque, Paris, the legal successor of the Banque Française du Commerce Extérieur, Paris, on March 23, 1999. The commission payments of the company Airbus Industries G.I.E. were transferred from an account at that bank.

Evidence:

Information provided by the Natexis Banque dated March 23, 1999.

Certified Translation from the German Language

The above-mentioned commissions were transferred in favor of the account of the company I.A.L. at the Verwaltungs- und Privatbank Vaduz.

Evidence:

Information provided by the Natexis Banque dated March 23, 1999,  
Bank records of the Verwaltungs- und Privatbank Vaduz dated October 03, 1988, October 05, 1988, and October 17, 1988.

When the account of the company I.A.L. was credited with the commissions, the defendant was able to use these commissions for his own economic purposes. At that point in time, the defendant is deemed to have received the commissions for the purposes of tax law.

There are various pieces of evidence which show that the defendant merely used the company I.A.L. to conceal the receipt of the commissions.

The fact that the company I.A.L. did not pursue any business purposes of its own, but merely served to conceal the flow of commissions to the defendant, was already shown under number III.1.a, aa). In particular, reference is also made to the following:

We have a confirmation of the company I.A.L. dated March 07, 1985, according to which all remunerations of any kind from the company Airbus Industries G.I.E. are due to the company A.T.G. (wrongly designated as A.G.T.) after the deduction of a trustee commission of 2 per cent.

Evidence:

Confirmation of the company I.A.L. dated March 07, 1985.

Regarding the purpose of the transmission of these commissions from the company I.A.L. to the company A.T.G., reference is made to the witness Pelossi's statement (III.1. a), aa) ).

Evidence:

Interview of the witness Pelossi dated January 15, 1997.

Certified Translation from the German Language

We know that the defendant for example has exclusive control for his own purposes over the commissions paid by the company Airbus Industries G.I.E. in the amount of 5,000,000.-- U.S. Dollars, which were credited via the company I.A.L. on October 05, 1988.

The witness Pelossi states in this respect:

„Of these 5 million U.S. Dollars, 4.5 million U.S. Dollars were transferred at the same point in time to the company Kensington to its account at the VP Bank (note: this means the Verwaltungs- und Privatbank Vaduz) in Vaduz. Then the company Kensington requested the VP Bank to issue a cheque in the amount of 4.5 million U.S. Dollars to the order of the Schweizerischer Bankverein, Zurich, and to give this to me. On October 05, 1988, I gave this cheque to Mr. Karlheinz Schreiber, who confirmed the receipt on the photostatic copy of the cheque.

Approximately one week later I prepared the handwritten final account of the Interleiten S.A. loan for Mr. Schreiber and most likely transmitted this by fax. I recognize the calculations made by me on the document shown to me here (...). These are the calculations made by myself on a square-ruled sheet of paper, which must have been cut out and copied again. The other notes on this sheet of paper were not made by me. I recognize Mr. Schreiber's handwriting. On the basis of this account, the company Interleiten S.A. received shortly afterwards the repayment in the amount of 2,282,170.- Swiss Francs [Schweizer Franken] from Mr. Schreiber. After the receipt of the amount on October 18, 1988, I made a cash withdrawal in the amount of 650,000.-- Swiss Francs at the VP Bank and gave this amount to Mr. Schreiber. The latter acknowledged receipt of the cash amount on the photostatic copy of the bank record. The amount was recorded in the books of the company Interleiten as a repayment to the company Kensington. In the books of the company Kensington, the current account of the owner, Schreiber, was then debited with the amount as a withdrawal of the owner.

At the same time I transferred for the company Interleiten upon Mr. Schreiber's instruction the amount of 1.4 million Swiss

Certified Translation from the German Language

Francs to the company Kensington. From the account of the company Kensington, this amount went at Mr. Schreiber's request to the account number PO-18679 at the Schweizerischer Bankverein, Zurich. This account belongs to Mr. Karlheinz Schreiber. I knew from Mr. Karlheinz Schreiber personally that this was his private account.

In line with this information I also mentioned the name Schreiber in addition to the account number on some of the transfers made by me. Thus, for example, on the transfer of Can. Dollars 100,000.-- on October 27, 1988, as well as on another transfer of the same date in the amount of Can. Dollars 1 million. With the latter also an amount of Can. Dollars 500,000.-- was remitted to the account 2227 at the Schweizerische Kreditanstalt Pontresina. According to what Mr. Schreiber told me, this account allegedly belongs to his wife Barbara, née Schubert."

Evidence:

Witness Pelossi's statement dated January 15, 1997.

We have bank records, which confirm this statement made by the witness Pelossi.

We have the statement of account concerning the transfer of 5 million U.S. Dollars from the company Airbus Industries G.I.E. to the account number 235.972.037 of I.A.L. at the Verwaltungs- und Privatbank of October 05, 1988. After the transfer of this commission this account showed a credit balance of 5,045,000.-- U.S. Dollars on October 05, 1988.

Evidence:

Statement of account of the Verwaltungs- und Privatbank Vaduz dated October 05, 1988.

On October 06, 1988, 4,500,000.-- U.S. Dollars were transferred from this account of I.A.L. at the Verwaltungs- und Privatbank Vaduz to the account of Kensington Anstalt at the Verwaltungs- und Privatbank Vaduz. On the same day, this account of Kensington Anstalt was debited with a cheque to the order of the Schweizerischer Bankverein, Zurich, in the amount of 4,500,000.-- U.S. Dollars.

Certified Translation from the German Language

Evidence:

Credit advice of the Verwaltungs- und Privatbank Vaduz dated October 06, 1988;

Debit advice of the Verwaltungs- und Privatbank Vaduz dated October 05, 1988, regarding the presentation of the cheque.

The witness Pelossi gave this cheque to the defendant Schreiber on October 05, 1988.

Evidence:

Witness Pelossi's statement dated January 15, 1997.

The defendant Schreiber acknowledges receipt of this cheque in handwriting with the word „received” on October 05, 1988.

Evidence:

Cheque in the amount of 4,500,000.-- U.S. Dollars of October 05, 1988.

The witness Pelossi testifies that this receipt was signed by the defendant Schreiber.

Evidence:

Witness Pelossi's statement dated January 15, 1997.

On October 07, 1988, a cheque in the amount of 4 million U.S. Dollars is credited to the defendant's account at the Sparkasse Landsberg, account number 511618, to the debit of the Schweizerischer Bankverein, Zurich.

Evidence:

Account files of the Sparkasse Landsberg, account 511618.

On October 12, 1988, this account number 511618 of the defendant at the Sparkasse Landsberg is debited with the amount of 2,282,170.-- Swiss Francs, which is credited to the account of the company Interleiten at the Verwaltungs- und Privatbank Vaduz, account number 239.655.015.

Evidence:

Statement of account of the Sparkasse Landsberg for the account number 511618 dated October 12, 1988.

Certified Translation from the German Language

On October 18, 1988, the witness Pelossi makes a cash withdrawal of 650,000.-- Swiss Francs from this account at the Verwaltungs- und Privatbank Vaduz. The defendant Schreiber acknowledges receipt of this cash payment in handwriting on the cash disbursement note on October 18, 1988.

Evidence:

Cash disbursement note of the Verwaltungs- und Privatbank Vaduz dated October 18, 1988.

The witness Pelossi testifies that this receipt was signed by the defendant Schreiber.

Evidence:

Witness Pelossi's statement dated January 15, 1997.

On October 19, 1988, this account of the company Interleiten is debited with the amount of 1,400,000.-- Swiss Francs, which is credited to the account number 235.971.013 of the company Kensington Anstalt at the Verwaltungs- und Privatbank Vaduz.

Evidence:

Daily statement of account of the Verwaltungs- und Privatbank Vaduz dated October 19, 1988.

On October 19, 1988, a transfer in the amount of 1,400,000.-- Swiss Francs is made from this account of Kensington Anstalt in favor of the account number PO-18679 at the Schweizerischer Bankverein, Zurich.

Evidence:

Transfer order of the Verwaltungs- und Privatbank Vaduz dated October 18, 1988.

According to information provided by the Schweizerischer Bankverein, Zurich, on October 22, 1997, the account PO-18679 is in the name of Schreiber Friedrich Karlheinz.

Evidence:

Information provided by the Schweizerischer Bankverein, Zurich, dated October 20, 1997.

Certified Translation from the German Language

The witness Pelossi also states that the account PO-18679 at the Schweizerischer Bankverein, Zurich, belongs to the defendant Schreiber.

Evidence:

Witness Pelossi's statement dated July 24, 1995.

The amount of 584,500.-- U.S. Dollars, which remained on the account of the company I.A.L. at the Verwaltungs- und Privatbank, is transferred in favor of the account of the company Kensington Anstalt at the Verwaltungs- und Privatbank Vaduz on October 19, 1988.

Evidence:

Daily statement of account Verwaltungs- und Privatbank dated October 19, 1988, as well as credit advice of the Verwaltungs- und Privatbank Vaduz dated October 19, 1988.

Also on October 19, 1988, a transfer in the amount of 584,500.-- U.S. Dollars is made from the account of Kensington Anstalt at the Verwaltungs- und Privatbank Vaduz in favor of account number PO-18679 at the Schweizerischer Bankverein, Zurich.

Evidence:

Debit advice of the Verwaltungs- und Privatbank Vaduz dated October 18, 1988.

According to information provided by the Schweizerischer Bankverein, Zurich, on October 22, 1997, the account PO-18679 is in the name of Schreiber Friedrich Karlheinz.

Evidence:

Information provided by the Schweizerischer Bankverein, Zurich, dated October 20, 1997.

The fact that commissions were due in favor of the company I.A.L. from the negotiation of Airbus sales and that the defendant Schreiber himself in reality had control over these commissions, which in fact were paid to him, is also proven by the following documents and statements.



Certified Translation from the German Language

The witness Hans Reiter, the Chief Executive Officer of the Sparkasse Landsberg, states that the defendant Schreiber personally informed him that he was acting as a negotiator for the company Airbus Industries. He himself knew from the defendant Schreiber that he negotiated the sale of Airbus aircraft to Canada. About the amount of the commissions, which the defendant Schreiber had received for this negotiation, he only knew that the defendant Schreiber told the Sparkasse Landsberg that an amount between 3 and 6 million Deutschmarks would be coming.

Evidence:

Witness Reiter's statement dated February 05, 1997.

The resolution of the Board of Directors [Verwaltungsrat] of the Sparkasse Landsberg of December 01, 1988, reads as follows:

„Karlheinz Schreiber will receive commission income from negotiating deals in Canada (Airbus A 320)“.

Evidence:

Resolution number 100 of the meeting of the Board of Directors dated December 01, 1988.

A record of a conference held at the Sparkasse Landsberg on July 25, 1988, in which both the defendant Schreiber and the Director Reiter of the Sparkasse participated, reads as follows:

„According to what Mr. Schreiber said, the commission income expected will be delayed by a few weeks. However, he pointed out that the airline Air Canada had bought 34 Airbus A 320, and also submitted corresponding press reports. According to what he said, this sale was made on the basis of his negotiation. Mr. Schreiber is expecting... a commission of 6 million Dollars. However, this commission is officially due to a company I.A.L. from Switzerland. To what extent Mr. Schreiber has a financial interest in this company, he did not want so say. However, the company I.A.L. will confirm in writing that of the commission income to be expected, 2 million Can. Dollars will be transferred to Mr. Schreiber's

Certified Translation from the German Language

account in August and that in this respect, these commissions are assigned in favor of the Sparkasse."

Evidence:

Record of conference of July 25, 1988, of the Sparkasse Landsberg.

Although the defendant Schreiber was obligated to report his entire income to the tax office, for the purposes of calculating the amount of tax evaded we have deducted from the total amount of commission income of 5,188,000.-- U.S. Dollars, which the defendant Schreiber received from the company Airbus Industries G.I.E. in 1988, an amount of 494,844.-- Deutschmarks in favor of the defendant Schreiber. The reason why we are doing this is because Schreiber may have used those funds to facilitate the negotiation of the sales. In this case this amount could have been deducted from the income as deductible expenses for tax purposes. The defendant Schreiber's account at the Schweizerischer Bankverein, Zurich, named sub-account [Rubrik] „Master", was credited with the amount of 494,844.-- Deutschmarks in two installments on October 11, 1988, and on October 21, 1988.

Evidence:

Statement of account of the Schweizerischer Bankverein, Zurich, account number PO-18679.7, named sub-account „Master", dated December 31, 1988;

Statement of account of the Schweizerischer Bankverein, Zurich, number PO-18.679.4, named sub-account „I.A.L.", dated December 31, 1988.

ac) Unreported income from the defendant's activities for the realization of the „Bear Head project"

The evidence shows that the defendant received a total of 4 million Canadian Dollars (hereinafter abbreviated as: Can. \$) from the company Thyssen Industrie AG for his consultancy activities for the realization of the „Bear Head project", a project of the company Thyssen Industrie AG for the construction of a production plant in Canada. Of that total amount, in 1987 100,000 Can. \$ were transferred in favor of the

Certified Translation from the German Language

defendant's account at the DSK Bank Munich and 1.9 million Deutschmarks in favor of the company I.A.L. The receipt of 100.000 Can. \$ was reported in the 1987 tax return. The receipt of 1.9 million Can. \$ can no longer be prosecuted, because in the meantime prosecution has become barred by limitation.

In 1988, the defendant received the last installment in the amount of 2 million Can. \$. The defendant concealed the receipt of this installment of the commission in his tax return for 1988.

In a letter of the company Thyssen Industrie AG to the company I.A.L. dated November 26, 1987, the company Thyssen Industrie AG promised the company I.A.L. a contingent fee of 4 million Can. \$ for consulting activities in connection with the „Bear Head project“.

Evidence:

Letter of the company Thyssen Industrie AG to the company I.A.L. dated November 26, 1987.

We have a statement of account of the Verwaltungs- und Privatbank Vaduz dated October 25, 1988. According to this, the company Thyssen Industrie AG transferred the last installment of this fee in the amount of 2 million Can. \$ to I.A.L. with the value date of October 26, 1988.

Evidence:

Statement of account of the Verwaltungs- und Privatbank Vaduz regarding the company I.A.L. dated October 25, 1988.

We also have evidence which shows that the payment of the fee to the company I.A.L. was only made for the purpose of concealment. In fact the payment was made to the defendant Schreiber.

The fact that the company I.A.L. did not engage in any business activity of its own, but was used by the defendant Schreiber to conceal his own income, was already stated in detail under number III.1.a, aa and ab). In addition to this, that fact is evident from the following in the context which is of interest here:

Certified Translation from the German Language

The original letter of the company Thyssen Industrie AG to the company I.A.L. dated November 26, 1987, reads verbatim:

„In this connection and on the basis of the cost saving resulting in this case, Thyssen Industrie AG ... promised the payment of a contingent fee via International Aircraft Leasing Ltd. to Mr. Schreiber in the amount of 4 million Can. \$...”

Evidence:

Letter of the company Thyssen Industrie AG dated November 26, 1987, to the company I.A.L.

There is moreover evidence which shows that page 1 of the letter of the company Thyssen Industrie AG dated November 26, 1987, was replaced by another page in order to conceal the actual flow of payments to the defendant Schreiber.

Upon the initiative of the co-defendant Winfried Haastert, a Director of Thyssen Industrie AG, of December 31, 1987, page 1 of the letter dated November 26, 1987, was replaced by another page. Instead of the wording „Thyssen Industrie AG ... promised the payment of a contingent fee via International Aircraft Leasing Ltd. to Mr. Schreiber...”, the final version of that letter then only mentions the company I.A.L. as the recipient of the payment without any reference to the defendant Schreiber.

Evidence:

Handwritten note from Haastert's office dated December 31, 1987.

The witness Dr. Ernst Wilhelm Höffken, a Director of the company Thyssen Industrie AG, testifies in his statement dated November 21, 1995, that

- according to his recollection, the payment of the fee was made to Liechtenstein at the defendant Schreiber's request,
- the defendant Schreiber was the negotiator of the company Thyssen Industrie AG for the Bear Head project,

Certified Translation from the German Language

- the company Thyssen Industrie AG wanted to conclude the agreement on the payment of the contingent fee to the company I.A.L. only if the defendant Schreiber agreed to it, „since according to the original agreements the commissions paid to I.A.L. were due to Mr. Schreiber or to companies belonging to him”.

Moreover the witness Dr. Höffken states that the company Thyssen Industrie AG considered Mr. Schreiber, the company Bayerische Bitumen Chemie and the company I.A.L. as one entity.

Evidence:

Interview of the witness Dr. Ernst Wilhelm Höffken dated November 21, 1995.

The witness Dr. Hans Joachim Klenk, the Head of the Legal Department of the company Thyssen Industrie AG, testifies in his statement made on November 21, 1995, as a witness, that the defendant Schreiber was the contact person for the company Thyssen Industrie AG in connection with the Bear Head project. Also in Mr. Pelossi's presence, the discussions were dominated by the defendant Schreiber. Mr. Schreiber had represented the interests of the company I.A.L. vis-à-vis the company Thyssen Industrie AG. As far as the company I.A.L. had been concerned, the defendant Schreiber never had to consult anybody else during the conversations in which the witness was present. In the witness's opinion, the defendant Schreiber always seemed to be authorized to act on behalf of the company I.A.L.

Evidence:

Statement of the witness Dr. Hans Joachim Klenk dated November 21, 1995.

It is furthermore evident from a memorandum of the witness Dr. Klenk to Dr. Höffken dated August 20, 1991, that for consultancy in connection with the Bear Head project among other things on October 26, 1988, 2 million Can. \$ were paid „to I.A.L., which had been interposed upon Mr. Schreiber's initiative”.

Certified Translation from the German Language

Evidence:

Memorandum of the witness Dr. Klenk dated August 20, 1991.

Furthermore, bank records show that the defendant Schreiber exclusively had control over the commission in the amount of 2 million Can. \$, which was received by the Verwaltungs- und Privatbank Vaduz in I.A.L.'s bank account on October 25, 1988.

Evidence:

Statement of account of the Verwaltungs- und Privatbank Vaduz, concerning the company I.A.L. dated October 25, 1988, which shows the receipt of 2 million Can. \$.

After the company I.A.L. had received this commission from the company Thyssen Industrie AG on October 25, 1988, the commission was transferred already on October 28, 1988, to the account of Kensington Anstalt at the Verwaltungs- und Privatbank Vaduz to conceal the channels of payment.

Evidence:

Transfer slip of the Verwaltungs- und Privatbank Vaduz dated October 28, 1988.

Subsequently, the defendant Schreiber used this account of Kensington Anstalt at the Verwaltungs- und Privatbank Vaduz for his own purposes. Still on October 28, 1988, he arranged for 1 million Can. \$ plus 100,000.-- Can. \$ to be credited to his account at the Schweizerischer Bankverein, account number PO-18679.

Evidence:

Statements of account of the Verwaltungs- und Privatbank dated October 28, 1988, as well as transfer order to the Verwaltungs- und Privatbank Vaduz dated October 27, 1988.

The witness Pelossi states that account number PO-18679 is Schreiber's private account.

Evidence:

Witness Pelossi's statement dated July 24, 1995.

Certified Translation from the German Language

According to information provided by the Schweizerischer Bankverein dated October 22, 1997, the account PO-18679 is in the name of the defendant Karlheinz Schreiber.

Evidence:

Information provided by the Schweizerischer Bankverein dated October 22, 1997.

The defendant Schreiber also caused another installment in the amount of 500,000.-- Can. \$ to be transferred from Kensington Anstalt on October 28, 1988, to the account at the Schweizerische Kreditanstalt Pontresina, account number 2227.

Evidence:

Statement of account of the Verwaltungs- und Privatbank Vaduz dated October 28, 1988, as well as transfer order to the Verwaltungs- und Privatbank Vaduz dated October 27, 1988.

According to information provided by the employee of the Schweizerische Kreditanstalt Pontresina, Toni Kägi, on October 24, 1997, the account number 2227 was opened in Pontresina on October 19, 1988. The owner of the account is defendant Schreiber's wife. The defendant Karlheinz Schreiber is empowered to operate the account.

Evidence:

Information provided by the employee of the Schweizerische Kreditanstalt Pontresina, Toni Kägi, of October 24, 1997.

On October 27, 1988, the defendant Schreiber personally acknowledged receipt of two cash payments in the amount of 150,000.-- Can. \$ and in the amount of 81,466.40 Can. \$, with which the account of Kensington Anstalt at the Verwaltungs- und Privatbank, Vaduz, was debited.

Evidence:

Receipts of the defendant Schreiber of October 27, 1988, which we obtained from the witness Pelossi.

We have the joint income tax return of the defendant and his wife for the year 1988. In this document, the defendant declares himself to be a resident of Germany for tax purposes.

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The defendant must report all his income in this tax return. If he obtained commission income, he must report this as income from trade or business activities. For the year 1988, he did not report any income from trade or business activities. He did not report this income under any other category of income, either. The income tax return was signed by the defendant personally. Since the commission income was concealed, the defendant did not have to pay any income tax for the year 1988 according to tax assessment note dated August 17, 1990.

Evidence:

Income tax return of the defendant and his wife dated December 27, 1989;

Income tax assessment note of the Tax Office of Landsberg/Lech dated August 17, 1990.

**b) Unreported income during the tax year 1989**

The defendant Schreiber did not report commission income in the amount of 643,718.-- Deutschmarks, either in his income tax return or in any trade tax return for the year 1989, and thus evaded income tax in the amount of 212,650.-- Deutschmarks and trade tax in the amount of 52,620.-- Deutschmarks.

We know that the company I.A.L. received on the account at the Verwaltungs- und Privatbank Vaduz, account number 235.972.037,

on August 09, 1989	40,000.-- U.S. Dollars,
on September 01, 1989	140,000.-- U.S. Dollars,
on November 28, 1989	30,000.-- U.S. Dollars, and
on December 12, 1989	180,000.-- U.S. Dollars.

Evidence:

List of payments drawn up by the company Airbus Industries G.I.E. dated February 28, 1999, included as an appendix to the statement made by the witness von Lachner dated March 31, 1999.



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These payments are confirmed by the Natexis Banque, Paris, on March 23, 1999, and by the bank records of the Verwaltungs- und Privatbank Vaduz, surrendered by the witness Pelossi.

Evidence:

Information provided by the Natexis Banque dated March 23, 1999,

Bank records of the Verwaltungs- und Privatbank Vaduz dated August 17, 1989, September 01, 1989, November 28, 1989, and December 12, 1989.

The basis of these commission payments was the agreement between the company Airbus Industries G.I.E. and the company I.A.L. on the negotiation of Airbus sales to Canada. On the basis of this agreement, the defendant continued with his negotiation efforts in 1989. As far as the evidence is concerned, reference is made to III.1.a, ab).

The fact that the company I.A.L. does not engage in any business activity of its own, but was used by the defendant Schreiber to conceal his own income, was already stated in detail under III.1.a). Regarding the evidence in this respect, reference is made to above.

Although the defendant Schreiber was obligated to report his entire income to the tax office, for the purposes of calculating the amount of tax evaded we have deducted from the amount of Airbus commissions of 390,000.-- U.S. Dollars (equalling 643,718.-- Deutschmarks), which the defendant Schreiber received via the company I.A.L., an amount of 204,292.-- Deutschmarks in favor of the defendant Schreiber. The reason why we are doing this is because he may have used that amount to facilitate the negotiation of the sales. In this case this amount could have been deducted from the income as deductible expenses for tax purposes. Transfers to the defendant Schreiber's account number PO-18679.7, named sub-account „Master“, were made in the total amount of 204,292.-- Deutschmarks on September 15, 1989, on November 28, 1989, and on December 22, 1989.

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Evidence:

Statement of account of the Schweizerischer Bankverein dated June 30, 1989, and dated December 31, 1989, regarding the account PO-18.679.7, named sub-account „Master”.

We know that the defendant Schreiber filed a joint tax return together with his wife for the year 1989. In this document, the defendant Schreiber declares himself to be a resident of Germany for tax purposes. He must report all his income in this tax return. If he obtained commission income, this should have been reported as income from trade or business activities. This was not done. The payments received from the company Airbus Industries G.I.E. were not reported under any other category of income, either. The income tax return was signed by the defendant personally.

Evidence:

Tax return of the defendant and his wife dated April 18, 1991.

Since the income was not reported, the defendant had to make for the year 1989 merely a back payment of income tax in the amount of 47,213.-- Deutschmarks.

Evidence:

Tax assessment note of the Tax Office of Landsberg/Lech dated July 01, 1991.

We furthermore know that the defendant did not file any trade tax return for the year 1989. As a consequence, he did not pay any trade tax.

Evidence:

Trade tax files of the Tax Office of Landsberg/Lech.

**c) Unreported income during the tax year 1990**

The defendant Schreiber did not report commission income received from Airbus sales amounting to a total of 4,110,000.-- U.S. Dollars (equalling 6,423,706.-- Deutschmarks) in his income tax return for the year 1990 and thus evaded income tax in the amount of 2,800,174.-- Deutschmarks. He did not

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report that commission income in any trade tax return, either, and thus evaded trade tax in the amount of 799,920.-- Deutschmarks.

In addition to the agreement between the company Airbus Industries G.I.E. and the company I.A.L. on the negotiation of Airbus sales to Canada, the company Airbus Industries G.I.E. and the company I.A.L. concluded in June 1990 another agreement on the payment of commissions to the company I.A.L. for the negotiation of Airbus sales to the Royal Thai Air Force and to Thai Airways International.

Evidence:

Witness Pelossi's statement dated December 08, 1995.

In this agreement with the reference number AI/CC-L-2053-5/90 and in the appendix to this agreement it was agreed upon that

- the company I.A.L. is appointed the consultant of the company Airbus Industries G.I.E. for the sale of a total of 17 aircraft of the type Airbus, and
- the commission fee amounts to 600,000.-- U.S. Dollars or 680,000.-- U.S. Dollars, respectively, for each aircraft sold of the type Airbus.

Evidence:

Unsigned agreement between the company Airbus Industries G.I.E. and the company I.A.L., agreement number AI/CC-L-2053-5/90, which the witness Pelossi gave to us.

According to a fax from the witness Pelossi to the defendant Schreiber, commissions totalling 2,040,000.-- U.S. Dollars were to be transferred in favor of the company I.A.L. on the basis of this agreement.

Evidence:

List based on a telefax transmission from the witness Pelossi to the defendant Schreiber on September 05, 1989, which the witness Pelossi gave to us.

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We furthermore know that this agreement on the negotiation of Airbus sales to Thailand was signed by the witness Pelossi as a trustee of the defendant Schreiber and that the signed agreements were deposited with the attorneys at law Homburger, Achermann, Müller and Heini, Zurich.

Evidence:

Witness Pelossi's statement dated December 08, 1995.

When the defendant Schreiber continued his efforts to negotiate Airbus sales to Canada (in this respect reference is made to III.1.a, ab and b) as well as to negotiate sales deals to Thailand, the defendant's company I.A.L. received on the account at the Verwaltungs- und Privatbank Vaduz (VP Bank) account number 235.972.037 the following transfers of commissions in 1990:

<b>Date</b>	<b>Commission transferred</b>	<b>Evidence</b>
	<u>U.S. Dollars</u>	
02-13-1990	366,000.--	Credit advice VP Bank Vaduz dated 02-13-1990
02-28-1990	385,000.--	Daily statement of account of VP Bank Vaduz dated 02-28-1990
03-26-1990	387,000.--	Credit advice VP Bank Vaduz dated 03-26-1990
05-22-1990	40,000.--	Credit advice VP Bank dated 05-22-1990
06-29-1990	50,000.--	Credit advice VP Bank dated 06-29-1990
07-16-1990	276,000.--	Credit advice VP Bank Vaduz dated 07-16-1990
08-14-1990	140,000.--	Credit advice VP Bank Vaduz dated 08-14-1990
10-24-1990	540,000.--	Credit advice VP Bank Vaduz dated 10-24-1990
11-19-1990	540,000.--	Credit advice VP Bank Vaduz dated 11-19-1990
11-26-1990	60,000.--	Credit advice VP Bank Vaduz dated 11-26-1990
11-26-1990	393,000.--	Credit advice VP Bank Vaduz dated 11-26-1990

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12-04-1990 393,000.-- Credit advice VP Bank Vaduz  
dated 12-04-1990  
12-07-1990 540,000.-- Credit advice VP Bank Vaduz  
dated 12-07-1990

These above-mentioned payments made by the company Airbus Industries are also confirmed by the company Airbus Industries G.I.E. itself.

Evidence:

List of payments drawn up by the company Airbus Industries G.I.E. dated February 28, 1999, included as an appendix to the statement made by the witness von Lachner on March 31, 1999.

These payments are also confirmed by the Natexis Banque.

Evidence:

Information provided by the Natexis Banque dated March 23, 1999.

The fact that the company I.A.L. did not pursue any business purposes of its own, but was merely used by the defendant Schreiber to conceal the actual flows of money to him, was already stated in detail. In this respect reference is made to III. 1.a, aa, ab, ac).

Although the defendant Schreiber was obligated to report his entire income to the tax office, for the purposes of calculating the amount of tax evaded we have deducted from the amount of commission income totalling 4,110,000.-- U.S. Dollars (equalling 6,422,706.-- Deutschmarks), which the defendant Schreiber received from the company Airbus via the company I.A.L. in 1990, an amount of 254,843.-- Deutschmarks in favor of the defendant Schreiber. The reason why we are doing this is because he may have used those funds to facilitate the negotiation of the sales. In this case this amount could have been deducted from the income as deductible expenses for tax purposes. The amount of 254,843.-- Deutschmarks consists of the corresponding transfers to the defendant Schreiber's account number PO-18679.7, named sub-account „Master“, at the Schweizerischer Bankverein.

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Evidence:

Statement of account of the Schweizerischer Bankverein of June 30, 1990, and of December 31, 1990, regarding the account PO-18.679.7, named sub-account „Master”.

We have the joint income tax return of the defendant Schreiber and his wife for the year 1990. In this document, the defendant Schreiber declares himself to be a resident of Germany for tax purposes. The defendant Schreiber must report all his income in this tax return. If he obtained commission income, this would have had to be reported as income from trade or business activities. The defendant did not report any income from trade or business activities. He did not report the commission income received from Airbus Industries G.I.E. under any other category of income, either.

This income tax return was signed by the defendant himself.

Evidence:

Income tax return dated January 21, 1992.

Since this income was concealed, the defendant received a refund of income tax of 22,745.-- Deutschmarks.

Evidence:

Income tax assessment note of the Tax Office of Landsberg/Lech dated April 21, 1992.

The defendant did not report the commission income received from the company Airbus in the trade tax return for the year 1990, either, which he would have been obliged to file. For that reason, no trade tax was assessed for the defendant Schreiber.

Evidence:

Trade tax files of the Tax Office of Landsberg/Lech.

**d) Unreported income during the tax year 1991**

The defendant Schreiber did not report commission income in the amount of 27,027,873.-- Deutschmarks in his income tax

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return for the year 1991 and thus evaded income tax in the amount of 4,661,374.-- Deutschmarks. He did not report that commission income in any trade tax return for the year 1991, either, and thus evaded trade tax in the amount of 1,314,165.-- Deutschmarks. The unreported commission income originates from the negotiation of the sale of 36 „Fuchs” transport tanks to Saudi Arabia and from the negotiation of Airbus sales to Thailand and to Canada.

da) Unreported commission income from the negotiation of the sale of 36 „Fuchs” transport tanks to the Kingdom of Saudi Arabia.

In 1991, the defendant Schreiber received via the company A.T.G. a total of 20 million Deutschmarks for the negotiation of a contract between the company Thyssen Industrie AG Henschel Division [Geschäftsbereich Henschel] and the Ministry of Defense and Aviation of the Kingdom of Saudi Arabia for the supply of 36 „Fuchs” transport tanks.

We know that on January 17, 1991, the company Thyssen Industrie AG Henschel Division concluded a supply and service contract with the Ministry of Defense and Aviation of the Kingdom of Saudi Arabia (reference number: 2/1/3/SU/115) for the delivery of 36 „Fuchs” transport tanks to the Kingdom of Saudi-Arabia for a total contract amount of 446,379,480.-- Deutschmarks.

This contract was signed on behalf of the company Thyssen Industrie AG Henschel Division by the co-defendant Maßmann and by the witness Jörg Bühler.

Evidence:

Contract between the Ministry of Defense and Aviation of the Kingdom of Saudi Arabia and the company Thyssen Industrie AG Henschel Division dated January 17, 1991,  
Witness Jörg Bühler’s statement dated March 13, 1996.

Moreover, we are aware of the agreement between the company A.T.G. and the company Thyssen Industrie AG regarding „Marketing in the Gulf Area”. The agreement was

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signed on behalf of the company Thyssen Industrie AG on July 08, 1991, by the co-defendant Haastert and the witness Dr. Klenk. On behalf of the company A.T.G., the agreement was signed by its Director [Verwaltungsrat] Lorenzo Wullschleger on July 24, 1991. The agreement states in item number 5 that the company Thyssen Industrie AG owes 24.4 million Deutschmarks to the company A.T.G. According to item number 8 of this agreement, the company Thyssen Industrie AG makes it clear that the payment of 24.4 million Deutschmarks becomes due contingent on the receipt of the payments under the contract between the company Thyssen Industrie AG Henschel Division and the Ministry of Defense and Aviation of the Kingdom of Saudi Arabia for the supply of 36 „Fuchs” transport tanks dated January 17, 1991. Item number 16 of this agreement provides for the agreement to be „kept strictly confidential”. According to this provision, the agreement is not to be referred or shown to anyone outside the parties to the agreement, and its existence is not to be divulged without the previous written approval by both parties to the agreement.

Evidence:

Agreement between the company Thyssen Industrie AG and the company A.T.G. dated July 08/24, 1991, regarding Marketing in the Gulf Area.

In spite of this provision in respect of confidentiality, it was possible to seize the original agreement. The witness Dr. Peter Jousen, attorney at law and legal adviser, Head of the Legal Department of the company Thyssen Industrie AG, testifies that the co-defendant Haastert handed over an envelope to him, which the co-defendant Haastert said contained the original agreements. He had taken this envelope and, without opening it, put it into his private safe in his private home. On December 14, 1995, he gave this envelope to the Public Prosecutor's Office.

Evidence:

Witness Dr. Peter Jousen's statement dated March 14, 1996.

The agreement of the company A.T.G. dated July 08/24, 1991, was not concluded with the company Thyssen Industrie AG



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Henschel Division, but with the company Thyssen Industrie AG, and was concluded after the contract for the supply of 36 „Fuchs” transport tanks to Saudi Arabia dated January 17, 1991.

We know that the agreement between the company Thyssen Industrie AG and the company A.T.G. dated July 08/24, 1991, was concluded with the objective to remunerate the defendant's negotiation efforts made regarding the performance of the contract between the company Thyssen Industrie AG Henschel Division and the Ministry of Defense and Aviation of the Kingdom of Saudi Arabia dated January 17, 1991.

This is evident from the following:

The agreement between the company Thyssen Industrie AG and the company A.T.G. dated July 08/24, 1991, expressly points out in item number 8 of this agreement that the commission in the amount of 24.4 million Deutschmarks to be paid under this agreement becomes due contingent on the receipt of payments under the contract between the company Thyssen Industrie AG Henschel Division and the Ministry of Defense and Aviation of the Kingdom of Saudi Arabia dated January 17, 1991.

Evidence:

Agreement between the company Thyssen Industrie AG and the company A.T.G. dated July 08/24, 1991.

The witness Dr. Eckhard Rohkamm, Chief Executive Officer of the company Thyssen Industrie AG, and the witness Dr. Höffken, Director of the company Thyssen Industrie AG, concurred in their statements, according to which the agreement between the company Thyssen Industrie AG and the company A.T.G. was designated as being for marketing services for the Middle East, in order not to violate the prohibition on the payment of commissions contained in the contract between the company Thyssen Industrie AG Henschel Division and the Ministry of Defense and Aviation of the Kingdom of Saudi Arabia dated January 17, 1991.

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Evidence:

Witness Dr. Eckhard Rohkamm's statement dated March 13, 1996,

Witness Dr. Ernst Wilhelm Höffken's statement dated March 13, 1996.

The witness Dr. Wolfgang Pigorsch testifies that to circumvent the prohibition on the payment of commissions contained in the contract dated January 17, 1991, the following concept was developed:

- The contracting partner is not Thyssen Industrie AG Henschel Division, but Thyssen Industrie AG.
- The agreement date is not prior to the conclusion of the supply contract, as for negotiation contracts, but clearly after the conclusion of the supply contract. Also the date of signature was after that date.

Evidence:

Statement by the witness Dr. Wolfgang Pigorsch, legal adviser and attorney at law of the company Thyssen Industrie AG Henschel Division, dated March 15, 1996.

We furthermore know that an agreement regarding the commission to be paid for the supply of 36 „Fuchs” transport tanks was reached already prior to the conclusion of the contract between the company Thyssen Industrie AG Henschel Division and the Kingdom of Saudi Arabia. According to a seized (unsigned) agreement between the company Thyssen Industrie AG Henschel Division and the company Bayerische Bitumen Ferdinand Heinrich GmbH (BBC), the company BBC was to receive for consultancy services a commission amounting to 6 % of the purchase price agreed upon in the supply contract with the Kingdom of Saudi Arabia. It is stated in this agreement that the company BBC will receive 6 % of the entire contract amount of the contract concluded between the company Thyssen Industrie AG Henschel Division and the Ministry of Defense and Aviation of the Kingdom of Saudi Arabia. In 1991, the defendant was the sole shareholder and the Managing Director of the company BBC.

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Evidence:

Undated agreement between the company Thyssen Industrie AG Henschel Division and the company BBC on the consultancy services for the conclusion of a contract between the company Thyssen Industrie AG Henschel Division and the Ministry of Defense and Aviation of the Kingdom of Saudi Arabia, which we obtained from a locked cabinet in the co-defendant Maßmann's office at the company Thyssen Industrie AG.

We also know that according to an internal calculation (project calculation sheet) of the company Thyssen Industrie AG Henschel Division dated December 13, 1990, the company BBC was to receive 6 % of the contract price of 426,000,000.-- Deutschmarks agreed upon at that time, i.e. 25.6 million Deutschmarks.

Evidence:

Project calculation sheet with list of commissions, which was sent from the co-defendant Maßmann to the co-defendant Haastert on December 13, 1990, and which we obtained from the company Thyssen Industrie AG Henschel Division.

After the contract sum was increased by 20,379,480.-- Deutschmarks to a contract sum of 446,379,480.-- Deutschmarks, this 6 % commission agreed upon remained valid. The defendant received a total of 26.8 million Deutschmarks in commissions. He arranged for merely an amount of 2.4 million Deutschmarks to be transferred via the company BBC and for this amount to be reported for taxation. In order to deceive the fiscal authorities about the receipt of the remaining 24.4 million Deutschmarks, the defendant interposed the company A.T.G. This is shown by several items of evidence.

We know that on July 03, 1991, the company Thyssen Industrie AG still did not know the (formal) contracting partner regarding the receipt of 24.4 million Deutschmarks and that this contracting partner is designated as „N.N.” (Note: Latin: nomen nescio<sup>1</sup>).

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<sup>1</sup> Translator's note: This means: „I do not know the name”.

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On this list dated July 03, 1991, a handwritten addition to the designation „N.N.“, which reads „A.T.G.“, was subsequently made.

Evidence:

Internal correspondence between the witness Dr. Klenk, Head of the Legal Department of the company Thyssen Industrie AG, and the witness Dr. Alfons Vogt, executive of the company Thyssen Industrie AG, dated July 03, 1991.

From the notes in the personal organizer of the defendant we furthermore know that activities took place regarding the company A.T.G. during the period from June 07, 1991, until July 02, 1991. Among other things, the defendant notes down accurately the address of the company A.T.G. in his personal organizer on June 07, 1991.

Evidence:

Notes in the defendant Schreiber's personal organizer dated June 07, 1991, which we found during the search conducted at the defendant Schreiber's residence and business premises in Kaufering.

We know that the company A.T.G. made out

- an invoice for 11 million Deutschmarks on July 25, 1991,
- an invoice for 5 million Deutschmarks on September 16, 1991,  
and
- an invoice for 4 million Deutschmarks on November 19, 1991,

to the company Thyssen Industrie AG Essen, each time with reference to the agreement between the company Thyssen Industrie AG and the company A.T.G. dated July 08/24, 1991.

On each of these invoices, the company A.T.G. asked for a transfer to the account at the Schweizerischer Bankverein (Swiss Bank Corporation), Zurich, account number PO-47252.

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Evidence:

Invoice of the company A.T.G. number 001/91 dated July 25, 1991,

Invoice of the company A.T.G. number 002/91 dated September 16, 1991,

Invoice of the company A.T.G. number 003/91 dated November 19, 1991.

Then the company Thyssen Industrie AG transferred by transfer order

- dated August 02, 1991, 11 million Deutschmarks,
- dated September 30, 1991, 5 million Deutschmarks, and
- dated December 05, 1991, 4 million Deutschmarks

to the account at the Schweizerischer Bankverein, Zurich, account number PO-47252. Each of the internal transfer orders contains the note „Do not mention payee on bank order!” or „In accordance with the instruction given by the beneficiary on August 09, 1991, the name of the payee was not mentioned again on the bank order”, respectively.

Evidence:

Transfer order of the company Thyssen Industrie AG dated August 02, 1991,

Transfer order of the company Thyssen Industrie AG dated September 30, 1991,

Transfer order of the company Thyssen Industrie AG dated December 05, 1991.

We moreover know that the above-mentioned transfers in fact were received on the account number PO-47.252.0 at the Schweizerischer Bankverein, Zurich. It is possible to see on that account

- on August 13, 1991, the receipt of 11 million Deutschmarks,
- on October 08, 1991, the amount of 5 million Deutschmarks, and
- on December 11, 1991, the amount of 4 million Deutschmarks.

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Evidence:

Statement of account of the Schweizerischer Bankverein concerning the account PO-47.252.0, named sub-account „A.T.G.“, dated December 31, 1991.

We also know on the basis of information provided by the Schweizerischer Bankverein on October 22, 1997, that the account PO-47252 is in the name of Schreiber Friedrich Karlheinz.

Evidence:

Information provided by the Schweizerischer Bankverein dated October 22, 1997.

We furthermore know that this account was opened by the defendant Schreiber on June 18, 1991, in direct connection with the conclusion of the agreement between the company A.T.G. and Thyssen Industrie AG. The application to open the account is in the name of Friedrich Karlheinz Schreiber, Kaufering, and is signed by the defendant personally.

Evidence:

Application to open an account dated June 18, 1991.

We moreover know that the defendant Karlheinz Schreiber is the person having economic control over this account. On June 18, 1991, he declares „as the owner of the account/of the security deposit account that he himself has economic control over the assets to be brought in”.

This declaration bears the defendant's handwritten signature.

Evidence:

Declaration made on the occasion of the opening of an account or security deposit account on June 18, 1991.

In addition to that, the defendant Schreiber pledges this account to the Schweizerischer Bankverein as a security for all claims, which the Schweizerischer Bankverein may have against the defendant.

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This pledge document dated June 18, 1991, is signed by the defendant Schreiber.

Evidence:

Pledge document dated June 18, 1991, in favor of the Schweizerischer Bankverein, Zurich.

Although the defendant Schreiber was obligated to report his entire income to the tax office, for the purposes of calculating the amount of tax evaded we have deducted from the total amount of commissions of 20 million Deutschmarks, which the defendant received from the company Thyssen Industrie AG via the company A.T.G. in 1991, an amount of 15,150,000.-- Deutschmarks in favor of the defendant Schreiber. The reason why we are doing this is because he may have used that amount to facilitate the negotiation of the sales. In this case these expenses could have been deducted from the income as deductible expenses for tax purposes. The amount of 15,150,000.-- Deutschmarks consists of the corresponding transfers made from the defendant's account number PO-47.252.0, named sub-account „A.T.G.“, to the various named sub-accounts operated by the defendant.

In particular, the defendant transferred the following sums to the named sub-accounts mentioned below:

<u>Named sub-accounts</u>	<u>Sum</u>
„Jürglund“	8,650,000.-- Deutschmarks
„Winter“	1,200,000.-- Deutschmarks
„Holgart“	3,800,000.-- Deutschmarks
„Waldherr“	1,000,000.-- Deutschmarks
„Maxwell“	500,000.-- Deutschmarks

Evidence:

Statement of account of the Schweizerischer Bankverein, Zurich, PO-47.252.0, named sub-account „A.T.G.“, dated December 31, 1991.

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db) Unreported commission income from the negotiation of Airbus deals

We know that the defendant, in continuing his efforts to negotiate Airbus deals to Canada (in this respect reference is made to III.1.a, ab and b, c) as well as to negotiate Airbus sales to Thailand (in this respect reference is made to III.1.c), received via his company I.A.L. the following commissions on the account number 235.972.037 at the Verwaltungs- und Privatbank Vaduz (hereinafter abbreviated as: VP Bank).

<u>Date</u>	<u>Commission transferred</u>	<u>Evidence</u>
<u>in U.S. Dollars</u>		
01-15-1991	80,000.--	Credit advice of VP Bank Vaduz dated 01-15-1991
01-16-1991	48,000.--	Credit advice of VP Bank Vaduz dated 01-16-1991
02-15-1991	401,000.--	Credit advice of VP Bank dated 02-15-1991
03-11-1991	402,000.--	Credit advice of VP Bank Vaduz dated 03-11-1991
05-31-1991	80,000.--	Credit advice of VP Bank Vaduz dated 05-31-1991
06-28-1991	168,000.--	Credit advice of VP Bank Vaduz dated 06-28-1991

These above-mentioned payments made by the company Airbus Industries G.I.E. are also confirmed by the company Airbus Industries G.I.E. itself.

Evidence:

List of payments drawn up by the company Airbus Industries G.I.E. dated February 28, 1999, included as an appendix to the statement of the witness von Lachner dated March 31, 1999.

These payments are also confirmed by Natexis Banque, Paris.

Evidence:

Information provided by Natexis Banque dated March 23, 1999.



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The fact that the company I.A.L. does not engage in any business activity of its own and that the defendant Schreiber had economic control over the moneys already when the commission was transferred to the account of I.A.L. at the Verwaltungs- und Privatbank Vaduz, was already stated in detail under III.1.a, b and c). Regarding the evidence in this respect, reference is made to above.

We know as well that from July 1991 onwards a dispute arose between the defendant Schreiber and his former trustee, the witness Pelossi.

Evidence:

Witness Pelossi's statement dated January 15, 1997.

As a result of this, the defendant Schreiber then caused the commissions from Airbus sales to be credited to his account at the Schweizerischer Bankverein, account number PO-18.679.4, named sub-account „I.A.L.". When he continued his efforts to negotiate Airbus sales to Canada and Thailand, the company Airbus Industries G.I.E. transferred the following commissions to the defendant's account at the Schweizerischer Bankverein:

<u>Date</u>	<u>Commission transferred in U.S. Dollars</u>
08-19-1991	36,000.--
09-10-1991	200,000.--
10-28-1991	427,000.--
11-12-1991	427,000.--
11-26-1991	430,000.--
12-04-1991	48,000.--
12-04-1991	430,000.--
12-06-1991	60,000.--
12-09-1991	440,000.--
12-13-1991	430,000.--
12-19-1991	280,000.--

Evidence:

Statement of account of the Schweizerischer Bankverein, Zurich, regarding the account PO-18.679.4 dated December 31, 1991.

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We know that the defendant Schreiber is the owner of the account number PO-18679.

Evidence:

Information provided by the Schweizerischer Bankverein, Zurich, dated October 22, 1997,

Witness Pelossi's statement dated July 24, 1995.

The defendant declares to the Schweizerischer Bankverein, Zurich, that he „has economic control over the assets to be brought in” regarding the account PO-18.679. This declaration bears the defendant's own signature.

Evidence:

Swiss bank document entitled „Declaration made when opening an account or security deposit account” dated November 19, 1992.

The defendant Karlheinz Schreiber as the „owner of the account 18.679” authorizes his wife Barbara Schreiber to operate this account. The authorization to operate this account was signed by the defendant Schreiber and bears a note of confirmation by the employee of the Schweizerischer Bankverein, Andre Strobel.

Evidence:

Authorization dated October 24, 1986.

On December 05, 1973, Friedrich Karlheinz Schreiber opened the account PO-18679 at the Schweizerischer Bankverein, Zurich.

Evidence:

Application to open an account at the Schweizerischer Bankverein, Zurich, dated December 05, 1973.

This opening of an account is replaced by the application to open an account at the Schweizerischer Bankverein in Zurich concerning the account number PO-18679. According to this, the defendant Friedrich Karlheinz Schreiber, Raiffeisenstraße 27, Kaufering, born March 25, 1934, citizenship German, with identity card as proof of identity, opens the account PO-18679

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on November 19, 1992. The defendant himself signs the application to open the account. A note of confirmation by employee Andre Strobel of the Schweizerischer Bankverein is also on the application to open the account.

Evidence:

Application to open an account at the Schweizerischer Bankverein dated November 19, 1992.

By pledge documents dated February 03, 1986, June 10, 1991, and July 03, 1992, the defendant Schreiber as the „owner of the account 18679” pledges this account to the Schweizerischer Bankverein as a security for all claims, which the Schweizerischer Bankverein may have against the defendant Schreiber himself.

Evidence:

Pledge documents of the defendant Schreiber dated February 03, 1986, June 10, 1991, and July 03, 1992.

Although the defendant Schreiber was obligated to report his entire income to the tax office, for the purposes of calculating the amount of tax evaded we have deducted from the total amount of commissions (converted into Deutschmarks) of 7,027,873.-- Deutschmarks, which the defendant received from the company Airbus Industries G.I.E. via the company I.A.L. in 1991, an amount of 1,766,486.-- Deutschmarks in favor of the defendant Schreiber. The reason why we are doing this is because he may have used those funds to facilitate the negotiation of the sales. In this case this amount could have been deducted from the income as deductible expenses for tax purposes. The amount of 1,766,486.-- Deutschmarks consists of the corresponding transfers to the defendant Schreiber's account number PO-18.679.7, named sub-account „Maxwell” (until 1991, that named sub-account account was designated as „Master”), at the Schweizerischer Bankverein.

Evidence:

Statement of account of the Schweizerischer Bankverein, Zurich, dated December 31, 1991, regarding the account number PO-18679.7, named sub-account „Maxwell”.

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We have a joint income tax return of the defendant and his wife for the year 1991. This income tax return was signed by the defendant personally. In this document, he declares himself to be a resident of Germany for tax purposes. The defendant must report all his income in this tax return. If he obtained commission income, he would have had to report this as income from trade or business activities. He did not report any income from trade or business activities for the year 1991. He did not report this income under any other category of income, either.

Evidence:

Defendant's income tax return dated March 10, 1993.

Since this commission income was concealed, the defendant received a refund of tax in the amount of 31,875.-- Deutschmarks as per assessment note of the Tax Office Landsberg/Lech dated June 17, 1993.

Evidence:

Income tax assessment note of the Tax Office of Landsberg/Lech dated June 17, 1993.

The defendant did not report the above-mentioned commission income in any trade tax return for the year 1991, either, which he would have been obliged to file. For that reason, no trade tax was assessed for the defendant Schreiber.

Evidence:

Trade tax files of the Tax Office of Landsberg/Lech.

**e) Unreported income during the tax year 1992**

The defendant Schreiber did not report commission income in the amount of 11,947,360.-- Deutschmarks for the tax year 1992, either in his income tax return or in any trade tax return for the year 1992, and thereby evaded income tax in the amount of 4,219,560.-- Deutschmarks and trade tax in the amount of 1,188,825.-- Deutschmarks. These commissions consist of commissions paid for the negotiation of Airbus deals in the total amount of 8,947,360.-- Deutschmarks as well as of

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commissions based on the defendant's efforts made regarding the performance of the agreement between the company A.T.G. and the company Thyssen Industrie AG in the amount of 3,000,000.-- Deutschmarks.

ea) Unreported income based on the defendant's efforts made regarding the performance of the contract between the company Thyssen Industrie AG Henschel Division and the Ministry of Defense and Aviation of the Kingdom of Saudi Arabia dated January 17, 1991

We know that the defendant Schreiber received via the company A.T.G. 3 million Deutschmarks on his account number PO-47252 at the Schweizerischer Bankverein on December 01, 1992, on the basis of the agreement between the company A.T.G. and the company Thyssen Industrie AG dated July 08/24, 1991.

The company A.T.G. made out an invoice for 3 million Deutschmarks on November 02, 1992, to the company Thyssen Industrie AG with reference to the agreement dated July 08/24, 1991, and asked for the transfer of this amount to the account number PO-47252 at the Schweizerischer Bankverein, Zurich.

Evidence:

Invoice of the company A.T.G. number 004/92 dated November 02, 1992.

On December 01, 1992, the company Thyssen Industrie AG transferred the amount of 3 million Deutschmarks in favor of the company A.T.G. to the account number PO-47252 at the Schweizerischer Bankverein, Zurich. The internal transfer order bears the note: „Do not mention payee on bank order!”

Evidence:

Transfer order of the company Thyssen Industrie AG dated December 01, 1992.

The amount of 3 million Deutschmarks was received on the account PO-47252, named sub-account „A.T.G.”, at the Schweizerischer Bankverein on December 04, 1992.

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Evidence:

Statement of account of the Schweizerischer Bankverein, Zurich, regarding the account PO-47252, named sub-account „A.T.G.”, dated December 31, 1992.

The defendant Schreiber received this commission for continuing his efforts made regarding the performance of the service and supply contract between the company Thyssen Industrie AG Henschel Division and the Ministry of Defense and Aviation of the Kingdom of Saudi Arabia dated January 17, 1991.

In this respect, reference is made to number III.1.d, da) above.

The fact that the defendant Schreiber had sole economic control over the commissions received on the account number PO-47252, named sub-account „A.T.G.”, at the Schweizerischer Bankverein, was already explained above. In this respect, reference is made to number III.1.d, da).

Although the defendant Schreiber was obligated to report his entire income to the tax office, for the purposes of calculating the amount of tax evaded we have deducted from the amount of commissions totalling 3 million Deutschmarks, which the defendant received from the company Thyssen Industrie AG via the company A.T.G. in 1992, an amount of 1,425,000.-- Deutschmarks in favor of the defendant Schreiber. The reason why we are doing this is because he may have used that amount to facilitate the negotiation of the sales. In this case these expenses could have been deducted from the income as deductible expenses for tax purposes. The amount of 1,425,000.-- Deutschmarks was transferred from the defendant's account number PO-47252, named sub-account „A.T.G.”, at the Schweizerischer Bankverein, Zurich, and credited to the defendant's account number 18679 PO-46.341.1, named sub-account „Jürglund”, on December 21, 1992.

Evidence:

Statement of account of the Schweizerischer Bankverein, Zurich, dated December 31, 1992, regarding account number 18679 PO-46.341.1, named sub-account „Jürglund”.

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eb) Unreported income of the defendant from Airbus sales

The defendant Schreiber received in 1992 from the company Airbus Industries G.I.E. via the company I.A.L. a total of 8,947,360.-- Deutschmarks on his account at the Schweizerischer Bankverein, Zurich, account number PO-18679.4, named sub-account „I.A.L.“.

The following receipts of payments are shown on the statement of account of the Schweizerischer Bankverein for the account PO-18679.4, named sub-account „I.A.L.“, dated December 31, 1992:

<u>Date</u>	<u>Amount in U.S. Dollars</u>
01-31-1992	277,000.--
02-14-1992	426,000.--
03-31-1992	426,000.--
04-14-1992	480,000.--
04-24-1992	480,000.--
05-11-1992	36,000.--
05-11-1992	40,000.--
05-20-1992	860,000.--
07-01-1992	432,000.--
07-09-1992	48,000.--
07-09-1992	480,000.--
08-14-1992	763,000.--
08-26-1992	300,000.--
08-28-1992	668,000.--
12-22-1992	36,000.--

Evidence:

Statement of account of the Schweizerischer Bankverein, Zurich, for the account PO-18.679.4, named sub-account „I.A.L.“, dated December 31, 1992.

Documents which we received from the company Airbus Industries G.I.E. indicate that these payments were made by the company Airbus Industries G.I.E to the company I.A.L.

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Evidence:

List of payments drawn up by the company Airbus Industries G.I.E. dated February 28, 1999, included as an appendix to the witness von Lachner's statement dated March 31, 1999.

These payments are also confirmed by the Natexis Banque Paris, from which the company Airbus Industries G.I.E. made the transfers.

Evidence:

Information provided by the Natexis Banque dated March 23, 1999.

The basis of these commission payments was the agreement between the company Airbus Industries G.I.E. and the company I.A.L. on the negotiation of Airbus sales to Canada and to Thailand. On the basis of this agreement, the defendant continued his negotiation efforts in 1992. As far as the evidence is concerned, reference is made to III.1.a, ab, b, c, d).

The fact that the company I.A.L. does not engage in any business activity of its own, but was merely used by the defendant Schreiber to conceal his own income, was already stated in detail under III.1.a). Regarding the evidence in this respect, reference is made to above.

The fact that the defendant Schreiber is the owner and the person having economic control over account number PO-18679 was also explained above. In this respect, reference is made to III.1.a, b, c, d, e).

Although the defendant Schreiber was obligated to report his entire income to the tax office, for the purposes of calculating the amount of tax evaded we have deducted from the Airbus commissions in the amount of 8,947,360.-- Deutschmarks, which the defendant Schreiber received via the company I.A.L., an amount of 1,371,960.-- Deutschmarks in the defendant's favor. The reason why we are doing this is because he may have used that amount to facilitate the negotiation of the sales. In this case these expenses could have been deducted from the income as deductible expenses for tax purposes. Transfers were made from the defendant Schreiber's account number



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PO-18.679.4, named sub-account „I.A.L.“, in the amount of 1,371,960.-- Deutschmarks in favor of the defendant's account PO-18.679.7, named sub-account „Maxwell“, in 1992.

Evidence:

Statement of account of the Schweizerischer Bankverein, Zurich, dated December 31, 1992, regarding the account PO-18.679.7, named sub-account „Maxwell“.

We know that the defendant Schreiber filed a joint income tax return together with his wife for the year 1992 and also signed this personally. In this document, the defendant Schreiber declares himself to be a resident of Germany for tax purposes. He must report all his income in this tax return. If he obtained commission income, this should have been reported as income from trade or business activities. This was not done. The above-mentioned commissions received from the company Thyssen Industrie AG and from the company Airbus Industries G.I.E. were not reported under any other category of income, either.

Evidence:

Tax return of the defendant and his wife dated December 06, 1993.

Since the commission income was concealed, the defendant Schreiber received a refund of tax in the amount of 1,462.-- Deutschmarks as per income tax assessment note dated January 20, 1994.

Evidence:

Income tax assessment note of the Tax Office of Landsberg/Lech dated January 20, 1994.

We furthermore know that the defendant did not file any trade tax return for the year 1992. As a consequence, he did not pay any trade tax.

Evidence:

Trade tax files of the Tax Office of Landsberg/Lech.

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**f) Unreported income during the tax year 1993**

The defendant Schreiber did not report commission income in the amount of 5,840,770.-- Deutschmarks in his income tax return for the tax year 1993 and thus evaded income tax in the amount of 1,847,602.-- Deutschmarks. He did not report this commission income in any trade tax return, either, and thus evaded trade tax in the amount of 508,455.-- Deutschmarks for the year 1993.

The defendant Schreiber received this commission income for continuing his efforts made regarding the performance of the contract between the company Thyssen Industrie AG Henschel Division and the Ministry of Defense and Aviation of the Kingdom of Saudi Arabia in the amount of 1,400,000.-- Deutschmarks and for his negotiation efforts made regarding the sale of Airbus aircraft to Thailand and Canada in the amount of 4,440,770.-- Deutschmarks.

**fa) Unreported commission income based on the defendant's efforts made regarding the performance of the contract between the company Thyssen Industrie AG Henschel Division and the Ministry of Defense and Aviation of the Kingdom of Saudi Arabia dated January 17, 1991**

The defendant Schreiber received from the company Thyssen Industrie AG via the company A.T.G. 1,400,000.-- Deutschmarks on his account number PO-47252, named sub-account „A.T.G.“, at the Schweizerischer Bankverein, Zurich, on December 01, 1993, on the basis of the agreement between the company Thyssen Industrie AG and the company A.T.G. dated July 08/24, 1991.

The company A.T.G. made out an invoice for 1,400,000.-- Deutschmarks on November 11, 1993, to the company Thyssen Industrie AG with reference to the agreement between the company A.T.G. and the company Thyssen Industrie AG dated July 08/24, 1991, and asked for the transfer of this amount to the account number PO-47252 at the Schweizerischer Bankverein, Zurich.

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Evidence:

Invoice of the company A.T.G. number 005/93 dated November 11, 1993.

On December 01, 1993, the company Thyssen Industrie AG ordered the transfer of the amount of 1,400,000.-- Deutschmarks in favor of the company A.T.G. to the account number PO-47252 at the Schweizerischer Bankverein, Zurich. The internal transfer order bears the express note: „Do not mention payee on bank order!”

Evidence:

Transfer order of the company Thyssen Industrie AG dated November 30, 1993.

The defendant Schreiber's account number PO-47252, named sub-account „A.T.G.”, was credited with the transfer from the company Thyssen Industrie AG in the amount of 1,400,000.-- Deutschmarks on December 01, 1993.

Evidence:

Statement of account of the Schweizerischer Bankverein, Zurich, regarding the account PO-47252 dated December 31, 1993.

The fact that the company I.A.L. did not engage in any business activity of its own, but was merely used by the defendant Schreiber to conceal the actual flow of money to him, was already stated in detail. In this respect, reference is made to number III. 1.d, da).

Also the fact that the defendant is the owner and the person having economic control over the account number PO-47252, named sub-account „A.T.G.”, at the Schweizerischer Bankverein, Zurich, was already explained above. In this respect, reference is made to number III.1.d.da).

Although the defendant Schreiber was obligated to report his entire income to the tax office, for the purposes of calculating the amount of tax evaded we have deducted from the amount of commissions totalling 1,400,000.-- Deutschmarks, which the defendant received from the company Thyssen Industrie AG

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via the company A.T.G. in 1993, an amount of 1,240,000.-- Deutschmarks in favor of the defendant Schreiber. The reason why we are doing this is because he may have used those funds to facilitate the negotiation of the sales. In this case this amount could have been deducted from the income as deductible expenses for tax purposes. In the amount of 1,240,000.-- Deutschmarks transfers were made, which consist of the amount totalling 950,000.-- Deutschmarks transferred to the defendant's account number 18679 PO-46.341.1, named sub-account „Jürglund“, at the Schweizerischer Bankverein, Zurich, and of the amount of 290,000.-- Deutschmarks transferred in favor of the defendant's account number 18679 PO-46.341.7, named sub-account „Winter“, at the Schweizerischer Bankverein, Zurich.

Evidence:

Statement of account of the Schweizerischer Bankverein dated March 31, 1993, concerning the account 18679 PO-46.341.1, named sub-account „Jürglund“, and the defendant's account number 18679 PO-46.341.7, named sub-account „Winter“, dated December 31, 1993.

fb) Unreported income of the defendant from Airbus sales

We know that the defendant received in 1993 from the company Airbus Industries G.I.E. via the company I.A.L. a total of 2,713,000.-- U.S. Dollars (equalling 4,440,770.-- Deutschmarks) on his account at the Schweizerischer Bankverein, Zurich, account number PO-18679.4, named sub-account „I.A.L.“.

The following payments received are shown on the statement of account of the Schweizerischer Bankverein, Zurich, for the account PO-18679.4, named sub-account „I.A.L.“, dated December 31, 1993:

<u>Date</u>	<u>Amount in U.S. Dollars</u>
02-28-1993	30,000.--
04-07-1993	480,000.--
05-07-1993	1,369,000.--
07-04-1993	354,000.--
10-21-1993	480,000.--

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Evidence:

Statement of account of the Schweizerischer Bankverein, Zurich, for the account PO-18.679.4, named sub-account „I.A.L.“, dated December 31, 1993.

With the exception of the payment in the amount of 480,000.-- U.S. Dollars dated October 21, 1993, the company Airbus Industries G.I.E. also confirms that these payments were made by the company Airbus Industries G.I.E.

Evidence:

List of payments drawn up by the company Airbus Industries G.I.E. dated February 28, 1999, included as an appendix to the witness von Lachner's statement dated March 31, 1999.

The amount of 480,000.-- U.S. Dollars credited on October 21, 1993, to the account PO-18679.4 at the Schweizerischer Bankverein, Zurich, also is a commission on Airbus sales. The company UBS AG, the legal successor of the Schweizerischer Bankverein, Zurich, confirms in a letter dated July 13, 1999, that the amount of 480,000.-- U.S. Dollars transferred by Swift order dated October 20, 1993, from the Banque Française du Commerce Extérieur was credited to the defendant's account number PO-18679.4.

Evidence:

Information provided by the company UBS AG dated July 13, 1999,  
Swift order of the Banque Française du Commerce Extérieur, Paris, dated October 20, 1993.

We furthermore know from the company Airbus Industries G.I.E. that all commissions were credited via the Banque Française du Commerce Extérieur, Paris, now Natexis Banque, Paris.

Evidence:

List of payments drawn up by the company Airbus Industries G.I.E. dated February 28, 1999,  
Witness von Lachner's statement dated March 31, 1999.

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The basis of these commission payments was the agreement between the company Airbus Industries G.I.E. and the company I.A.L. on the negotiation of Airbus sales to Canada and to Thailand. On the basis of this agreement, the defendant continued his negotiation efforts in 1993. As far as the evidence is concerned, reference is made to number III.1.a, ab, b, c, d, e).

The fact that the company I.A.L. does not engage in any business activity of its own, but was merely used by the defendant Schreiber to conceal his own income, was already stated in detail under number III.1.a). Regarding the evidence in this respect, reference is made to above.

The fact that the defendant Schreiber is the owner and person having economic control over account number PO-18679 was also explained above. In this respect, reference is made to number III.1.a, b, c, d, e).

Although the defendant Schreiber was obligated to report his entire income to the tax office, for the purposes of calculating the amount of tax evaded we have deducted from the Airbus commissions in the amount of 4,440,770.-- Deutschmarks, which the defendant received via the company I.A.L. in 1993, an amount of 606,550.-- Deutschmarks in favor of the defendant Schreiber. The reason why we are doing this is because he may have used that amount to facilitate the negotiation of the sales. In this case these expenses could have been deducted from the income as deductible expenses for tax purposes. Transfers from the defendant Schreiber's account number PO-18.679.4, named sub-account „I.A.L.“, were made in the amount of 606,550.-- Deutschmarks in favor of the defendant's account PO-18.679.7, named sub-account „Maxwell“, in 1993.

Evidence:

Statement of account of the Schweizerischer Bankverein dated December 31, 1993, regarding the account PO-18679.7, named sub-account „Maxwell“.

We have the joint income tax return of the defendant and his wife for the year 1993. In this document, the defendant declares himself to be a resident of Germany for tax purposes.

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The defendant must report all his income in this tax return. If he obtained commission income, he would have had to report this as income from trade or business activities. He did not report any income from trade or business activities for the year 1993. He did not report this income under any other category of income, either. The income tax return was signed by the defendant personally.

Evidence:

Income tax return of the defendant and his wife dated February 22, 1995.

Since the commission income was concealed, the defendant received a refund of tax in the amount of 91.-- Deutschmarks as per income tax assessment note of the Tax Office Landsberg/Lech dated June 22, 1995.

Evidence:

Income tax assessment note of the Tax Office of Landsberg/Lech dated June 22, 1995.

We furthermore know that the defendant did not file any trade tax return for the year 1993. As a result, he did not pay any trade tax.

Evidence:

Trade tax files of the Tax Office of Landsberg/Lech.

g.) General statement concerning the allegations of evasion of income and trade tax for the years 1988-1993

The calculation of the income tax and trade tax evaded was done by Senior Administrative Officer Winfried Kindler. As the holder of a Diploma of Fiscal Studies, Senior Administrative Officer Kindler of the Tax Office of Augsburg City has been entrusted with tax matters for 30 years. He determined that - had the correct amounts been reported - the above-mentioned taxes evaded would have had to be paid.

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Evidence:

Testimony of Senior Administrative Officer Winfried Kindler,  
Tax Office of Augsburg City.

Enquiries made at the offices in charge of the files revealed that the defendant Schreiber did not file any trade tax returns for the years of 1989 through 1993.

**2. Aiding and Abetting Fraud**

The defendant Schreiber is moreover strongly suspected of having supported the co-defendants, the former Directors of the company Thyssen Industrie AG and of the company Thyssen Industrie AG Henschel Division, respectively, Winfried Haastert and Jürgen Maßmann, in deceiving the representatives of the Ministry of Defense and Aviation of the Kingdom of Saudi Arabia about the actual payment of commissions in the amount of at least 24.4 million Deutschmarks regarding the negotiation of the contract between the company Thyssen Industrie AG Henschel Division and the Ministry of Defense and Aviation of the Kingdom of Saudi Arabia. As a result of this deception, the representatives of the Ministry of Defense and Aviation of the Kingdom of Saudi Arabia failed to assert their contractual claim for the reduction of the purchase price by 24.4 million Deutschmarks. The Kingdom of Saudi Arabia sustained a loss in this amount.

**a.) Deception of the representatives of the Ministry of Defense and Aviation of the Kingdom of Saudi Arabia**

We know that the payment of commissions regarding the negotiation and performance of the contract between the company Thyssen Industrie AG Henschel Division and the Ministry of Defense and Aviation of the Kingdom of Saudi Arabia dated January 17, 1991, was „absolutely prohibited“. The parties agreed upon the following in Article 13 of this contract:



**„ARTICLE 13: AGENCY, CONTINGENT FEES OR BRIBES**

13.1

The Seller acknowledges the fact that the Government regulation absolutely prohibits agency in contracting for the supply of weapons and related services. Should it be proved that the Seller had violated this condition, then the Government shall deduct from the total value of this Contract an amount equal to what has been paid for said agency in addition to any other action as it deems necessary to preserve its rights.

13.2

Should the Government discover that the Seller has paid an amount of money to any mediator, broker or person for the purpose of securing this Contract, then the Government shall be entitled to deduct from the Total Cost of this Contract an amount equal to the amount paid to the mediator, broker or person.

13.3

Should it be proven that the Seller had advanced directly or indirectly a bribe to any Saudi Arabian Government employee or to any of the Government Officials who are directly or indirectly connected with this Contract, then the Contract shall be terminated, the guarantee shall be confiscated and the Seller's name shall be crossed out from the list of approved suppliers.”

Evidence:

Contract between the company Thyssen Industrie AG Henschel Division and the Ministry of Defense and Aviation of the Kingdom of Saudi Arabia dated January 17, 1991.

The contract was signed on behalf of the company Thyssen Industrie AG Henschel Division by the co-defendant Maßmann and by the witness Bühler.

Evidence:

Contract between the company Thyssen Industrie AG Henschel Division and the Ministry of Defense and Aviation of the Kingdom of Saudi Arabia dated January 17, 1991,

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Witness Bühler's statement dated March 13, 1996.

We also know that in fact commissions in the amount of at least 24.4 million Deutschmarks were paid via the company A.T.G. to the defendant Schreiber for the efforts made regarding the conclusion and the performance of this contract dated January 17, 1991. Detailed circumstances, which prove this, were already stated under number III.1.d, da). Reference is made to the evidence mentioned there.

It was also explained already under number III.1.d, da), why the commission agreement with the company A.T.G. was not concluded with the company Thyssen Industrie AG Henschel Division, but with the company Thyssen Industrie AG, why the date of the agreement was not prior to the conclusion of the supply contract - as is usual for negotiation contracts -, but after the conclusion of the supply contract dated January 17, 1991, and why the subject matter of the agreement was not designated as negotiation efforts made regarding the contract with the Ministry of Defense and Aviation of the Kingdom of Saudi Arabia dated January 17, 1991, but was called Marketing in the Gulf Area instead. Regarding the evidence, reference is made to above.

In addition to that, we know that the payments of the commission sum amounting to 24.4 million Deutschmarks under item number 8 of the agreement concluded between the company A.T.G. and the company Thyssen Industrie AG become due contingent on the receipt of payments under the contract between the company Thyssen Industrie AG Henschel Division and the Ministry of Defense and Aviation of the Kingdom of Saudi Arabia dated January 17, 1991.

Evidence:

Agreement between the company Thyssen Industrie AG and the company A.T.G. dated July 08/24, 1991.

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b.) Misleading the contracting representatives of the Ministry of Defense and Aviation of the Kingdom of Saudi Arabia

We know from Article 13 of the contract dated January 17, 1991, which was quoted above, that the representatives of the Ministry of Defense and Aviation of the Kingdom of Saudi Arabia, who signed the contract, made the non-payment of commissions the basis for the conclusion of the contract and only concluded the contract on the basis of the promise made by the co-defendant Maßmann in Article 13 of the contract dated January 17, 1991 (cf. number III.2.a).

The representatives of the Ministry of Defense and Aviation of the Kingdom of Saudi Arabia did not know that in fact 6 % commissions had been included in the calculation of the purchase price and were paid.

Evidence:

Contract between the company Thyssen Industrie AG Henschel Division and the Ministry of Defense and Aviation of the Kingdom of Saudi Arabia dated January 17, 1991.

c.) Loss sustained

A loss of at least 24.4 million Deutschmarks was sustained by the Ministry of Defense and Aviation of the Kingdom of Saudi Arabia. If they had known that a commission in the amount of at least 24.4 million Deutschmarks was paid to the company A.T.G., the Ministry of Defense and Aviation of the Kingdom of Saudi Arabia could have asserted a claim to have the purchase price reduced by that amount in accordance with Article 13 of the contract dated January 17, 1991.

Evidence:

Contract between the company Thyssen Industrie AG Henschel Division and the Ministry of Defense and Aviation of the Kingdom of Saudi Arabia dated January 17, 1991.

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d.) Knowledge of the defendant Schreiber as well as of the co-defendants Haastert and Maßmann of the prohibited commission payments

da.) Knowledge of the co-defendant Maßmann

We know that the co-defendant Maßmann was aware of the prohibition to pay commissions to any third parties. The co-defendant Maßmann himself signed the contract dated January 17, 1991.

Evidence:

Contract between the Ministry of Defense and Aviation of the Kingdom of Saudi Arabia and the company Thyssen Industrie AG Henschel Division dated January 17, 1991;  
Witness Bühler's statement dated March 13, 1996.

It was already stated under number III.1.d, da) that the co-defendant Maßmann knew as early as in December 1990 about the payment of commissions in the amount of 6 % of the contract sum. In this respect, reference is made to above. Special reference is made to the project calculation sheet with a list of commissions, which was sent by the co-defendant Maßmann to the co-defendant Haastert on December 13, 1990.

Evidence:

Project calculation sheet with list of commissions dated December 12, 1990,  
Telefax dated December 13, 1990, for the transmission of the project calculation sheet dated December 12, 1990, by the co-defendant Maßmann to the co-defendant Haastert.

db.) Knowledge of the co-defendant Haastert

We know that the co-defendant Haastert was aware of the prohibition to pay commissions, because he signed the agreement between the company Thyssen Industrie AG and the company A.T.G. dated July 08/24, 1991.

Evidence:

Agreement between the company Thyssen Industrie AG and the company A.T.G. dated July 08/24, 1991.

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We also know that the co-defendant Haastert was informed already on December 13, 1990, about the fact that at least commissions in the amount of 6 % were included in the calculation of the purchase price for the contract between the company Thyssen Industrie AG Henschel Division and the Ministry of Defense and Aviation of the Kingdom of Saudi Arabia dated January 17, 1991.

Evidence:

Project calculation sheet dated December 12, 1990, for the performance of the contract with the Ministry of Defense and Aviation of the Kingdom of Saudi Arabia;

Telefax dated December 13, 1990, for the transmission of the project calculation sheet from the co-defendant Maßmann to the co-defendant Haastert.

dc.) Knowledge of the defendant Schreiber

The fact that the defendant Schreiber had knowledge of the payments of commissions, which were prohibited under the contract dated January 17, 1991, is evident from the fact already mentioned above, that commissions in the amount of 24.4 million Deutschmarks were transferred via the company A.T.G. to the defendant's account at the Schweizerischer Bankverein, Zurich, account number PO-47252, and that he caused the company A.T.G. to be interposed and the reason for payment to be designated as „marketing service”, in order to conceal the recipient of the commission. In this respect, reference is made to above (number III.1.d, da, number III.2.d).

e.) The defendant Schreiber's act of aiding and abetting

The commission in the amount of 24.4 million Deutschmarks was paid to the defendant Schreiber via the company A.T.G.

The fact that he opened the account PO-47252 at the Schweizerischer Bankverein, Zurich, specifically for the purpose of receiving the commission, and that the payment of commission to him was already included in the calculation of the purchase price in December 1990, was already explained. In this respect,

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reference is made to number III.1.d, da) and 2.a, b, c, d). In this way he supported the prohibited payment of commission.

It is evident from a „confidential” memorandum prepared by the co-defendant Maßmann that the defendant Schreiber met the co-defendant Maßmann and representatives of the Kingdom of Saudi Arabia as early as on September 07, 1990, at the business premises of the company BBC in Kaufering to discuss the submission of a tender for the supply of „Fuchs” transport tanks to Saudi Arabia.

Evidence:

Confidential memorandum prepared by the co-defendant Maßmann dated September 11, 1990, which was found during the search conducted at the business premises of the company Thyssen Industrie AG Henschel Division.

**3. Aiding and Abetting Breach of Trust**

The defendant Schreiber is strongly suspected of having supported the co-defendants Haastert and Maßmann in the violation of the pecuniary interests of their employers, the company Thyssen Industrie AG (the co-defendant Haastert) and the company Thyssen Industrie AG Henschel Division (the co-defendant Maßmann). In fact, the co-defendants Haastert and Maßmann concealed from their employers that a portion of the purchase price of the contract between the company Thyssen Industrie AG Henschel Division and the Ministry of Defense and Aviation of the Kingdom of Saudi Arabia was in reality going as a commission to themselves. The co-defendant Haastert received at least 1.2 million Deutschmarks out of the commission paid in the amount of 24.4 million Deutschmarks by his employer, the company Thyssen Industrie AG, and the co-defendant Maßmann received a total of at least 8,250,000.-- Deutschmarks out of that amount paid by his employer, the company Thyssen Industrie AG.

a.) Positions of the co-defendants Haastert and Maßmann

We know that the co-defendant Haastert was in 1991 a Director of the company Thyssen Industrie AG and from January 01,

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1992, onwards, Chief Executive Officer of the Henschel Division of the company Thyssen Industrie AG.

Evidence:

Information provided by the Commercial Register [Handelsregister] of the Essen Local Court [Amtsgericht Essen], Commercial Register for Corporations [HRB] number 400, Business report of the company Thyssen Industrie AG 91/92.

We furthermore know that the co-defendant Maßmann was in 1991 a Director of the company Thyssen Industrie AG Henschel Division.

Evidence:

Personnel file regarding the co-defendant Maßmann of the company Thyssen Industrie AG Henschel Division, Business report 91/92 of the company Thyssen Industrie AG.

We also know that the company Thyssen Industrie AG Henschel Division was in 1991 a dependent division of the company Thyssen Industrie AG.

Evidence:

Business report 91/92 of the company Thyssen Industrie AG.

b.) Breach of duty to protect the corporate assets

We moreover know that the co-defendants Maßmann and Haastert, with the help of the defendant Schreiber, caused the company Thyssen Industrie AG to pay a commission in the amount of 24.4 million Deutschmarks in favor of the company A.T.G. and arranged for 1,200,000.-- Deutschmarks (Haastert) and 8,250,000.-- Deutschmarks (Maßmann), respectively, to be paid back to themselves out of that commission to the prejudice of their employer.

It has already been explained that the agreement between the company Thyssen Industrie AG and the company A.T.G. dated July 08/24, 1991, in fact provides for the commissions to be paid for the negotiation of the contract between the company Thyssen Industrie AG Henschel Division and the Ministry of

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Defense and Aviation of the Kingdom of Saudi Arabia dated January 17, 1991. In this regard, reference is made to III.1.d, da) as well as to III.2.a).

We know that the company Thyssen Industrie AG was not informed about the illicit payment of commission to company employees. Nor would the company Thyssen Industrie AG have acquiesced to the illicit payment of commission to company employees. This is evident from the following:

Contrary to the truth, the defendant Schreiber assured the company Thyssen Industrie AG that the recipients of the moneys were „non-resident taxpayers, who are known to Mr. Maßmann.”

Evidence:

Memorandum of the witness Dr. Höffken, a Director of the company Thyssen Industrie AG, dated July 04, 1991, concerning a conversation with the defendant Schreiber held on July 02, 1991.

The company Thyssen Industrie AG had the auditing company Arthur Andersen audit whether in fact commissions flowed back to company employees, in order to assert claims regarding the repayment of the commissions against such company employees, if applicable.

Evidence:

Report prepared by the auditing company Arthur Andersen dated July 09, 1996.

It was also in its own interest that the company Thyssen Industrie AG did not acquiesce to such illicit payments of commissions to its company employees, the co-defendants Haastert and Maßmann.

If the company Thyssen Industrie AG had paid negotiation commissions to its own company employees, this would have increased the risk of recourse based on the prohibition to pay negotiation commissions to any third parties in accordance with Article 13 of the contract with the Kingdom of Saudi Arabia dated January 17, 1991. According to the statements



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made by Dr. Rohkamm, the Chief Executive Officer of the company Thyssen Industrie AG, and by Legal Officer Dr. Pigorsch, the management did everything possible to reduce the risk of recourse based on the prohibition to pay commissions.

Evidence:

Witness Dr. Rohkamm's statement dated March 13, 1996,  
Witness Dr. Pigorsch's statement dated March 15, 1996.

We also know that of the commission in the total amount of 24.4 million Deutschmarks paid by the company Thyssen Industrie AG to the company A.T.G. in fact at least 1,200,000.-- Deutschmarks were passed on to the co-defendant Haastert and at least 8,250,000.-- Deutschmarks to the co-defendant Maßmann. This is evident from the following:

ba) Illicit payment of the commission in the amount of at least 8,250,000.-- Deutschmarks to the co-defendant Maßmann

The co-defendant Maßmann himself received from the defendant Schreiber 8,250,000.-- Deutschmarks out of the commission in the total amount of 24.4 million Deutschmarks paid via the company A.T.G. to the defendant Schreiber.

It was already shown under number III.1.da, ea, fa) that the company A.T.G. received the following amounts on the defendant Schreiber's account at the Schweizerischer Bankverein in Zurich, account number PO-47.252.0, named sub-account „A.T.G.“, in compliance with the agreement between the company Thyssen Industrie AG and the company A.T.G. dated July 08/24, 1991,

on August 02, 1991	11 million Deutschmarks,
on September 30, 1991	5 million Deutschmarks,
on December 05, 1991	4 million Deutschmarks,
on December 01, 1992	3 million Deutschmarks, and
on November 30, 1993	1,400,000.-- Deutschmarks.

In this regard, reference is made to above.

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We also know that the defendant Schreiber transferred the following amounts from his account number PO-47.252.0 to his account 18679 PO-46341.1, named sub-account „Jürglund”,

on September 02, 1991 4,125,000.-- Deutschmarks,  
on December 10, 1991 2,000,000.-- Deutschmarks,  
on December 21, 1992 1,425,000.-- Deutschmarks, and  
on December 10, 1993 700,000.-- Deutschmarks.

Evidence:

Statements of account of the Schweizerischer Bankverein concerning the defendant's account PO-47.252 dated December 31, 1991, December 31, 1992, and December 31, 1993,  
Statements of account of the Schweizerischer Bankverein, Zurich, concerning the account 18679 PO-46341.1, named sub-account „Jürglund”, dated December 31, 1991, December 31, 1992, and December 31, 1993.

We furthermore know that the defendant Schreiber held in trust the account 18679 PO-46.341.1, named sub-account „Jürglund”, on behalf of the co-defendant Maßmann. There is a great deal of evidence in support of this. Reference is made to the following notes in the defendant's personal organizer to illustrate the fact that the fictitious name „Jürglund” refers to the co-defendant Jürgen Maßmann.

On April 04, 1994, the defendant Schreiber makes a note in his personal organizer: „Jürglund 240 WHG.A5 29,7 Zouz”.

Evidence:

Notes of the defendant Schreiber in his personal organizer dated April 04, 1994.

We also know that the co-defendant Jürgen Maßmann rented apartment 5 in House A, Quarter Lains, at Zouz (Switzerland) under a tenancy agreement dated January 04, 1993.

Evidence:

Tenancy agreement between the company Islas Immobilien [real estate] and the co-defendant Jürgen Maßmann dated January 04, 1993.

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On August 19, 1994, the defendant Schreiber records in his personal organizer „Jürgen 70612”.

Evidence:

Notes of the defendant Schreiber in his personal organizer dated August 19, 1994.

The number sequence „70612” is the telephone number of the connection in apartment A5 of the co-defendant Maßmann in Zouz.

Evidence:

Customer contract for a telephone connection dated February 04, 1993.

From the documents transmitted by the Schweizerischer Bankverein, Zurich, it is also clear that the named sub-account „Jürglund” was held in trust by the defendant Schreiber on behalf of the co-defendant Maßmann.

On June 25, 1992, a transfer was made in the amount of 35,564.15 Deutschmarks from the named sub-account „Jürglund” in favor of Ashbury College, 362 Mariposa Av., Ottawa, Canada. The reason for payment stated is: „For Mr. Sven Maßmann”.

Evidence:

Debit advice of the Schweizerischer Bankverein, Zurich, concerning the named sub-account „Jürglund” dated June 25, 1992.

We moreover know that Sven Maßmann is the co-defendant Maßmann’s son and that the co-defendant Jürgen Maßmann informed the director of Ashbury College in a letter dated June 16, 1992, that the College fees for his son were going to be remitted in favor of Ashbury College.

Evidence:

Letter of the co-defendant Jürgen Maßmann dated June 16, 1992.

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We know as well that 86,909.30 Deutschmarks were transferred from the account of the defendant Schreiber, named sub-account „Jürglund“, on February 10, 1993, in favor of the company E. Romminger Möbel [furniture] for the furnishings of the co-defendant's apartment in Zouz, apartment A5.

Evidence:

Debit advice of the Schweizerischer Bankverein regarding the named sub-account „Jürglund“ dated February 10, 1993.

The apartment A5 is the co-defendant Jürgen Maßmann's apartment.

Evidence:

Tenancy agreement between the company Islas Immobilien and the co-defendant Jürgen Maßmann dated January 04, 1993.

bb) Illicit payment of the commission in the amount of at least 1,200,000.-- Deutschmarks to the co-defendant Haastert

The co-defendant Haastert received from the defendant Schreiber at least 1,200,000.-- Deutschmarks out of the commission paid by the company Thyssen Industrie AG to the company A.T.G.

We know that of the commissions transferred by the company Thyssen Industrie AG to the defendant Schreiber's account number PO-47.252, named sub-account „A.T.G.“, at the Schweizerischer Bankverein, an amount of 1,200,000.-- Deutschmarks was transferred to the defendant Schreiber's account 18679 PO-46.341.7, named sub-account „Winter“, on September 02, 1991.

Evidence:

Statement of account of the Schweizerischer Bankverein concerning the account PO-47.252 dated December 31, 1991,  
Statement of account of the Schweizerischer Bankverein concerning the account 18679 PO-46341.7, named sub-account „Winter“, dated December 31, 1991.

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In addition to that, we know that the defendant Schreiber made a cash withdrawal of 1,210,000.-- Deutschmarks from the account 18679 PO-46.341.7, named sub-account „Winter”, in Zurich on November 06, 1991.

Evidence:

Statement of account of the Schweizerischer Bankverein, Zurich, regarding the account 18679 PO-46.341.7, named sub-account „Winter”,

Cash disbursement note of the Schweizerischer Bankverein dated November 06, 1991, signed by the defendant Schreiber, confirmed by bank employee Strobel of the Schweizerischer Bankverein.

We have documents which show that the defendant Schreiber gave this amount to the co-defendant Winfried Haastert and that the co-defendant Winfried Haastert is behind the fictitious name „Winter”.

The co-defendant Haastert and the defendant Schreiber were both in Zurich on November 06, 1991, i.e. on the day, when the defendant Schreiber made the cash withdrawal.

A confirmation by the Hapag Lloyd travel agency in Essen dated October 30, 1991, shows that the co-defendant Haastert took Lufthansa flight number 1830 to Zurich at 07.15 a.m. on November 06, 1991. The return flight was made on November 07, 1991, from Zurich to Dusseldorf at 2.45 p.m.

Evidence:

Confirmation of flight by the Hapag Lloyd travel agency dated October 30, 1991,

Travel expenses account of the company Thyssen Industrie AG regarding the co-defendant Winfried Haastert for the period from November 06, 1991, until December 13, 1992.

From a travel confirmation of the company American Express Reiseservice [travel service] dated November 05, 1991, it can be seen that the defendant Schreiber took a flight from Munich to Zurich on November 06, 1991.

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Evidence:

Invoice of the company American Express Reiseservice dated November 05, 1991.

The fact that the commission from the named sub-account „Winter” was passed on by the defendant Schreiber to the co-defendant Winfried Haastert is evident from the defendant Schreiber’s notes in his personal organizer.

The defendant Schreiber records in his personal organizer on November 04, 1991:

„Andre % Winter appointment Wednesday” (Note: Andre = Andre Strobel, bank employee of the Schweizerischer Bankverein, Zurich; Wednesday = November 06, 1991) as well as „Phone Winfried currencies and times Zurich”.

Evidence:

Notes of the defendant Schreiber in his personal organizer dated November 04, 1991.

On November 05, 1991, the defendant Schreiber makes a note in the personal organizer „Haastert”.

Evidence:

Notes of the defendant Schreiber in his personal organizer dated November 05, 1991.

On November 06, 1991, the defendant Schreiber records „Dr. Jadallah-Haastert” as well as „Winter 1200”.

Evidence:

Notes of the defendant Schreiber in his personal organizer dated November 06, 1991.

It is apparent from all these facts that the co-defendants Haastert and Maßmann received the illicit payments of commissions to company employees via the defendant Schreiber’s account number PO-47.252.0, named sub-account „A.T.G.”, at the Schweizerischer Bankverein, Zurich, to account number 18679 PO-46341.7, named sub-account „Winter”, held in trust by the defendant Schreiber on behalf of the co-defendant Haastert, and to account number 18679

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PO-46341.1, named sub-account „Jürglund“, held in trust by the defendant Schreiber on behalf of the co-defendant Maßmann.

c.) Loss sustained

We know as well that the commissions transferred by the defendant Schreiber to the named sub-accounts „Winter“ and „Jürglund“, which were held in trust by him on behalf of the co-defendants Haastert and Maßmann, in fact originate from the commissions paid by the company Thyssen Industrie AG in performance of the agreement with the company A.T.G. dated July 08/24, 1991.

The defendant Schreiber opened the account PO-47.252.0, named sub-account „A.T.G.“, to which the commissions of the company Thyssen Industrie AG were transferred, on June 18, 1991, shortly before the official date of conclusion of the agreement between the company Thyssen Industrie AG and the company A.T.G.

Evidence:

Application to open the account dated June 18, 1991, signed by the defendant Schreiber.

This account was set up by the defendant Schreiber only to receive the commission from the company Thyssen Industrie AG and to distribute part of that commission, to among others the co-defendants Haastert and Maßmann.

Evidence:

Statements of account of the Schweizerischer Bankverein, Zurich, regarding the account PO-47.252.0, named sub-account „A.T.G.“, dated December 31, 1991, December 31, 1992, and December 31, 1993.

The first payment into this account is on August 13, 1991, with the credit entry of the first commission installment in the amount of 11 million Deutschmarks, which was transferred by the company Thyssen Industrie AG on August 02, 1991.

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Evidence:

Statement of account of the Schweizerischer Bankverein, Zurich, concerning the account PO-47.252, named sub-account „A.T.G.”, dated December 31, 1991,

Transfer order of the company Thyssen Industrie AG dated August 02, 1991.

On September 02, 1991, the co-defendant Haastert receives 1,200,000.-- Deutschmarks on the account 18679 PO-46341.7, named sub-account „Winter”, which is held in trust on his behalf by the defendant Schreiber, and the co-defendant Maßmann receives 4,125,000.-- Deutschmarks on the account number 18679 PO-46341.1, named sub-account „Jürglund”, which is held in trust on his behalf by the defendant Schreiber.

Evidence:

Statement of account of the Schweizerischer Bankverein, Zurich, regarding the account PO-47252, named sub-account „A.T.G.”, dated December 31, 1991;

Statement of account of the Schweizerischer Bankverein, Zurich, regarding the account 18679 PO-46341.7, named sub-account „Winter”, dated December 31, 1991;

Statement of account of the Schweizerischer Bankverein, Zurich, regarding the account 18679 PO-46341.1, named sub-account „Jürglund”, dated December 31, 1991.

After the company Thyssen Industrie AG had transferred another commission installment in the amount of 4,000,000.-- Deutschmarks on December 05, 1991, which was received on the account PO-47252, named sub-account „A.T.G.”, at the Schweizerischer Bankverein, Zurich, on December 11, 1991, a further 2 million Deutschmarks were transferred out of that commission installment on December 12, 1991, to the co-defendant Maßmann on account number 18679 PO-46341.1, named sub-account „Jürglund”, which is held in trust on his behalf by the defendant Schreiber.

Evidence:

Statement of account of the Schweizerischer Bankverein, Zurich, regarding the account PO-47252, named sub-account „A.T.G.”, dated December 31, 1991,



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Statement of account of the Schweizerischer Bankverein, Zurich, regarding the account 18679 PO-46341.1, named sub-account „Jürglund”, dated December 31, 1991.

After another commission installment in the amount of 3,000,000.-- Deutschmarks was received from the company Thyssen Industrie AG on December 04, 1992, out of that amount 1,425,000.-- Deutschmarks were transferred on December 21, 1992, to the co-defendant Maßmann on the account number 18679 PO-46341.1, named sub-account „Jürglund”, which was held in trust on his behalf by the defendant Schreiber.

Evidence:

Statement of account of the Schweizerischer Bankverein, Zurich, concerning the account PO-47252, named sub-account „A.T.G.”, dated December 31, 1992,

Statement of account of the Schweizerischer Bankverein, Zurich, concerning the account 18679 PO-46341.1, named sub-account „Jürglund”, dated December 31, 1992.

After the last installment of the commission transferred by the company Thyssen Industrie AG in the amount of 1,400,000.-- Deutschmarks had been received on December 01, 1993, out of that amount a further 700,000.-- Deutschmarks were transferred on December 10, 1993, to the co-defendant Maßmann on his account number 18679 PO-46341.1, named sub-account „Jürglund”, which was held in trust on his behalf by the defendant Schreiber.

Evidence:

Statement of account of the Schweizerischer Bankverein, Zurich, concerning the account PO-47252.0, named sub-account „A.T.G.”, dated December 31, 1993,

Statement of account of the Schweizerischer Bankverein, Zurich, concerning the account 18679 PO-46341.1, named sub-account „Jürglund”, dated December 31, 1993.

The company Thyssen Industrie AG sustained a loss in the amount of 9,450,000.-- Deutschmarks. It has already been explained several times that the company Thyssen Industrie AG paid commissions in that amount via the defendant

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Schreiber's company A.T.G. to its own directors and would not have acquiesced to this. The company Thyssen Industrie AG would not have paid any negotiation commission as an employer to its own company employees.

Since the company Thyssen Industrie AG Henschel Division is only a dependent division of the company Thyssen Industrie AG, the payment made to a director of the Henschel Division (Maßmann) caused a direct loss to the company Thyssen Industrie AG.

d.) The defendant Schreiber's act of aiding and abetting

It has already been explained that, by holding in trust the named sub-accounts, the defendant Schreiber supported the co-defendants Maßmann and Haastert in connection with the illicit payment of the commissions, which had been paid by the company Thyssen Industrie AG, to the co-defendants Maßmann and Haastert. In this respect, reference is made to number III.1.d, da) as well as III.3.b).

The defendant Schreiber passed on the commissions in the amount of at least 1,200,000.-- Deutschmarks (Haastert) and in the amount of at least 8,250,000.-- Deutschmarks (Maßmann) via the account PO-47252, named sub-account „A.T.G.“, which had been set up by him, to the named sub-accounts „Winter“ and „Jürglund“ opened by him in trust on behalf of the co-defendants Haastert and Maßmann. He gave the commissions in cash to the co-defendant Haastert (in this respect reference is made to III.3.b, bb) and used the named sub-account „Jürglund“ for the purposes of the co-defendant Maßmann. As far as this is concerned, reference is made to III.3.b, ba).

e.) Intent:

The fact that the funds were initially held in trust on accounts designated by fictitious names to conceal the route of the payments shows that the defendant Schreiber, just like the co-defendants Maßmann and Haastert, was aware of the illicit

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payments of commissions to company employees of the company Thyssen Industrie AG, which were made in breach of trust. Reference is made to number III.3.b) in this respect.

**4. Bribery**

The defendant Schreiber is strongly suspected of bribery, because he promised the co-defendant Deputy Minister Dr. Pfahls, who was an appointed official in the Federal Ministry of Defense, the payment of 3,800,000.-- Deutschmarks for making available 36 „Fuchs” transport tanks for the performance of the contract between Thyssen Industrie AG Henschel Division and the Kingdom of Saudi Arabia dated January 17, 1991, and then in fact paid that amount to the co-defendant Dr. Pfahls for the positive decision taken by him.

**a.) Position of the co-defendant Dr. Pfahls**

We know that from April 1987 until February 1992, the co-defendant Dr. Pfahls was an appointed official having the position of Deputy Minister in the Federal Ministry of Defense.

**Evidence:**

Certificate of discharge of the Federal Minister of Defense [Bundesminister der Verteidigung] of February 1992.

We furthermore know that the co-defendant Dr. Pfahls, as an appointed official having the position of Deputy Minister, was among other things responsible for budget matters, armaments matters and procurement in the Federal Ministry of Defense.

**Evidence:**

Schedule of responsibilities of the Federal Ministry of Defense for the year 1991.

We also know that the decision taken by the co-defendant Dr. Pfahls to make available 36 „Fuchs” transport tanks from the stocks of the Federal Armed Forces [Bundeswehr] to the

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company Thyssen Industrie AG Henschel Division for the performance of the supply contract with the Kingdom of Saudi Arabia dated January 17, 1991, was within his decision-making competence. We were told this by the witness Hannsjörn Boes, Lieutenant General [Generalleutnant], retired, who was in 1991 the head of the Army Command [Führungsstab des Heeres]. Dr. Pfahls had the power to override any opposing comments made by Army representatives.

Evidence:

Statement by the witness Lieutenant General Boes dated September 24, 1997.

b.) Decision of the co-defendant Dr. Pfahls regarding the provision of 36 „Fuchs” transport tanks from the stocks of the Federal Armed Forces for the performance of the contract between Thyssen Industrie AG Henschel Division and the Ministry of Defense and Aviation of the Kingdom of Saudi Arabia dated January 17, 1991

We know that the company Thyssen Industrie AG Henschel Division asked the co-defendant former Deputy Minister Dr. Pfahls to make available 36 „Fuchs” transport tanks from the stocks of the Federal Armed Forces for the performance of the supply contract with Saudi Arabia, in order to comply with the wish of the Saudi Arabian contracting party for an immediate supply.

Evidence:

Memorandum of the office of the Deputy Minister Dr. Pfahls dated March 12, 1991.

We furthermore know that the co-defendant Dr. Pfahls in his position as Deputy Minister in the Federal Ministry of Defense decided on March 20, 1991, to make available 36 „Fuchs” transport tanks from the stocks of the Federal Armed Forces for the performance of the supply contract between Thyssen Industrie AG Henschel Division and the Ministry of Defense and Aviation of the Kingdom of Saudi Arabia.

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Evidence:

Memorandum of Lieutenant Colonel [Oberstleutnant] Karl-Bertold Settgast dated March 20, 1991,

Statement by the witness Lieutenant Colonel Karl-Bertold Settgast, who was in 1991 the Utilization Commissioner [Nutzungsbeauftragter] in the Army Command, dated July 21, 1997.

Furthermore, we know that the co-defendant Dr. Pfahls took the decision in favor of providing 36 transport tanks from the stocks of the Federal Armed Forces in spite of the resistance of leading Army representatives. It is evident from the statements made by the witness Brigadier General [Brigadegeneral] Rainer Fell, who was the head of a section in the Army Command in 1991, by the witness Major General [Generalmajor] Norbert Majewski, who was the head of a staff department in the Army Command in 1991, by the witness Lieutenant General, retired, Hannsjörn Boes, who was the head of the Army Command in 1991, and by the witness Major General, retired, Karl Timm, who was the head of a staff department of the Army Command in 1991, that the co-defendant Dr. Pfahls took the decision to make the transport tanks available from the stocks of the Federal Armed Forces against the explicit objections of the Army and that Army representatives were consulted in regard to the decision only after the co-defendant Pfahls had already taken the decision in favor of providing the tanks.

Evidence:

Statement by the witness Fell dated July 22, 1997,

Statement by the witness Majewski dated July 22, 1997,

Statement by the witness Boes dated September 24, 1997,

Statement by the witness Timm dated September 24, 1997.

In addition to that, we know that in the end all 36 „Fuchs“ transport tanks had in fact been delivered by April 10, 1991, from the stocks of the Federal Armed Forces for the performance of the contract concluded by the company Thyssen Industrie AG Henschel Division with the Kingdom of Saudi Arabia.

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Evidence:

Memorandum dated April 10, 1991, to the co-defendant Deputy Minister Dr. Pfahls on the situation regarding the support granted by the Federal Armed Forces for the supply contract between the company Thyssen Industrie AG Henschel Division and the Kingdom of Saudi Arabia.

**c.) Receipt of the bribe in the amount of 3,800,000.--  
Deutschmarks from the defendant Schreiber**

We know that the defendant Schreiber received via the company A.T.G. a commission in the amount of 24.4 million Deutschmarks for his efforts made regarding the negotiation and performance of the supply contract between the company Thyssen Industrie AG Henschel Division and the Ministry of Defense and Aviation of the Kingdom of Saudi Arabia. It was already stated above that this commission was paid for the efforts made regarding the negotiation and performance of the contract dated January 17, 1991. Reference is made to number III.2 and 3 in this regard.

We also know that the defendant received the first commission installment in the amount of 11 million Deutschmarks from the company Thyssen Industrie AG on his account number PO-47252.0, named sub-account „A.T.G.”, at the Schweizerischer Bankverein, Zurich, and that he merely set up this account to receive these commissions and to pass on part of these commissions to the co-defendants. This was already stated. Reference is made to III.2, 3 in this respect.

Out of the commission installment in the amount of 11 million Deutschmarks, which was credited to the defendant on August 13, 1991, the defendant caused 3,800,000.-- Deutschmarks to be transferred to his account number 18679 PO-46341.0, named sub-account „Holgart”.

Evidence:

Statement of account of the Schweizerischer Bankverein, Zurich, regarding account number PO-47252.0, named sub-account „A.T.G.”, dated December 31, 1991;

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Statement of account of the Schweizerischer Bankverein, Zurich, concerning the account 18679 PO-46341.0, named sub-account „Holgart”, dated December 31, 1991.

In the end, the 3,8 million Deutschmarks were in fact already available to the co-defendant Dr. Pfahls, when they were received on the named sub-account.

The defendant Schreiber held in trust the account 18679 PO-46341.0, named sub-account „Holgart”, on behalf of the co-defendant Dr. Ludwig Holger Pfahls. This follows from several items of evidence. The following is mentioned as an illustration:

In his personal organizer notes, the defendant Schreiber records on September 01, 1991, „Holgart 3.8”.

Evidence:

Defendant Schreiber’s notes in his personal organizer dated September 01, 1991.

Since on September 02, 1991, also the transfer was made from the account PO-47252.0 to the named sub-account 18679 PO-46341.0, it is not very difficult to understand that „Holgart 3.8” referred to this transfer.

On August 17, 1991, the defendant Schreiber made note of the following calculation in his personal organizer:

	2 Ho	
	Ho 800	- 40 % v. [of] 200
	1000 HP	
as well as	H	200
		100
		<u>80</u>
		380

These calculations made by the defendant Schreiber result in the amount of 3,800,000.-- Deutschmarks transferred by him to the named sub-account „Holgart” on September 02, 1991.

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Evidence:

Defendant Schreiber's notes in his personal organizer dated September 01, 1991, and August 17, 1991.

The fact that the result of the calculation is identical with the amount transferred, and the use of the abbreviations make it clear that the co-defendant Dr. Ludwig Holger Pfahls is meant by the abbreviations „Ho” and „H.P.” and the fictitious name „Holgart”.

We also know that the defendant Schreiber uses several times the abbreviation „H.P.” for the co-defendant Dr. Pfahls.

On October 14, 1991, the defendant Schreiber makes the note in his personal organizer: „H.P. Tel. 534.160 07441-5340 Sanat. Hohen Freudenstadt, Tripsenweg 17”.

Evidence:

Defendant Schreiber's notes in his personal organizer dated October 14, 1991.

We know that the co-defendant Dr. Pfahls took a cure at Hohen Freudenstadt from October 14, 1991, until November 14, 1991.

Evidence:

Confirmation of admission to the Kursanatorium [health spa sanatorium] Hohen Freudenstadt, admission number 965/91, apartment 20, regarding Dr. Ludwig Holger Pfahls, born December 13, 1942.

The number sequence 07441-5340 is the telephone number of the Kursanatorium Hohen Freudenstadt.

Evidence:

Telephone directory of the company Telekom.

The number sequence 534-160 is the direct line of the co-defendant Pfahls during his stay at the health spa sanatorium Hohen Freudenstadt.



Certified Translation from the German Language

Evidence:

Confirmation of admission to the Kursanatorium number 965/91.

For some of the money that went to the named sub-account we can also prove that the co-defendant Pfahls received this personally.

Cash withdrawals were made from the defendant's account number 18679 PO-46341.0, named sub-account „Holgart”, on

December 10, 1991, in the amount of 278,000.-- Deutschmarks,

April 28, 1992, in the amount of 500,000.-- Deutschmarks.

We know from personal organizer notes made by the defendant Schreiber and his secretary, the witness Dietlinde Kaupp, respectively, that the defendant Schreiber met the co-defendant Dr. Pfahls at Tegernsee on December 12, 1991, or on December 13, 1991.

Evidence:

Defendant Schreiber's notes in his personal organizer dated December 09, 1991, December 12, 1991, and December 13, 1991,

Notes of the witness Dietlinde Kaupp in the personal organizer dated December 10, 1991.

With reference to the cash payment dated April 28, 1992, the defendant Schreiber's secretary, Dietlinde Kaupp, writes down the word „Pfahls” both on April 28, 1992, and on April 29, 1992.

Evidence:

Notes of the witness Dietlinde Kaupp in the personal organizer dated April 28, 1992, and April 29, 1992.

**d.) Causality of the payment of the bribe with respect to the decision of the co-defendant Deputy Minister, retired, Dr. Pfahls, to make available 36 tanks from the stocks of the Federal Armed Forces.**

We know that the payment of commission to the defendant Schreiber in the amount of 6 % of the purchase price under the contract between the company Thyssen Industrie AG Henschel Division and the Ministry of Defense and Aviation of the Kingdom of Saudi Arabia dated January 17, 1991, had already been fixed on December 13, 1990, at the latest. It was already stated above that as early as at that time, the commission in the amount of 6 % for the defendant Schreiber had been included in the calculation of the purchase price. Reference is made to III.1.d, da) as well as 2.) and 3.) in this respect.

Accordingly, the bribes available had been fixed already at that point in time. It has already been explained that the bribe for the co-defendant Dr. Pfahls, which was transferred to the named sub-account „Holgart” held in trust by the defendant Schreiber, originated from the commission in the amount of 24.4 million Deutschmarks paid via the company A.T.G. to the defendant Schreiber. In this respect, reference is made to number III.4.c).

In addition to that, we know that the co-defendant Dr. Pfahls decided already prior to the official decision on March 20, 1991 (cf. III.4.b), to provide the tanks from the stocks of the Federal Armed Forces.

It can be seen from a memorandum of the company Thyssen Industrie AG dated March 18, 1991, that already at that time they had the consent of the Federal Ministry of Defense to provide 36 „Fuchs” transport tanks from the stocks of the Federal Armed Forces.

**Evidence:**

Memorandum dated March 18, 1991, on the situation regarding the delivery of the „Fuchs” transport tanks to Saudi Arabia.

Certified Translation from the German Language

It can be seen from a note dated March 13, 1991, that the co-defendant Deputy Minister, retired, Dr. Pfahls approved of the provision of the tanks already on March 12, 1991.

Evidence:

Note of the personal Secretary [persönlicher Referent] of the Head of the Armaments Division in the Federal Ministry of Defense dated March 13, 1991.

The defendant Schreiber recorded in his personal organizer already on March 01, 1991: „H.P. signed”.

Evidence:

Notes of the defendant Schreiber in his personal organizer dated March 01, 1991.

It was already stated that the abbreviation „H.P.” stood for the co-defendant Dr. Pfahls. Reference is made to III. 4 c) in this respect.

Also on March 01, 1991, the defendant Schreiber informed the Sparkasse Landsberg that the contract between Thyssen and Saudi Arabia was „o.k.”.

Evidence:

Credit file of the Sparkasse Landsberg for the year 1991.

We know further from the notes of the defendant Schreiber in his personal organizer that in particular during the period from January 06, 1991, until March 25, 1991, there were extensive contacts between the defendant Schreiber and the co-defendant Dr. Pfahls. The defendant Schreiber made note in his personal organizer of the following references to contacts between January 06, 1991, and March 25, 1991:

January 06, 1991:	13:30 Holger	
January 07, 1991:	Holger	
January 19, 1991:	Holger	
January 28, 1991:	Tel. Holger	
February 19, 1991:	Pfahls	
February 23, 1991:	Holger	Anz. <sup>1</sup> No?

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<sup>1</sup> Translator's note: The German abbreviation „Anz.” may have various meanings, which is the reason why no translation is offered.

Certified Translation from the German Language

February 27, 1991: Holger  
February 28, 1991: Tel. Pfahls wg. U. Fa.<sup>2</sup>  
March 01, 1991: Pfahls HP signed [unterschieden]  
March 03, 1991: Holger  
March 07, 1991: Holger Holger Jürgen  
March 17, 1991: Holger  
March 25, 1991: Holger+Hanna

Holger is the Christian name of the co-defendant Pfahls.

Evidence:

Defendant Schreiber's notes in his personal organizer dated January 06, 1991, January 07, 1991, January 19, 1991, January 28, 1991, February 19, 1991, February 23, 1991, February 27, 1991, February 28, 1991, March 01, 1991, March 03, 1991, March 07, 1991, March 17, 1991, and March 25, 1991.

We furthermore know that the co-defendant Dr. Pfahls had to overcome considerable resistance concerning his decision to provide the 36 „Fuchs” transport tanks from the stocks of the Federal Armed Forces. Mention was already made of objections raised by Army representatives (number III.4.b).

The defendant Schreiber was also aware of the resistance to supplying the tanks to Saudi Arabia. In a letter to the co-defendant Walther Kiep dated February 20, 1991, which is marked as „confidential”, the defendant Schreiber mentions the „annoyance” of the Saudi Arabian Government in view of the hesitant attitude of the Federal Government about the supply of the „Fuchs” transport tanks to Saudi Arabia. The defendant Schreiber asks the co-defendant Walter Kiep in this letter to inform the Federal Chancellor [Bundeskanzler] about this matter and to exert his influence in favor of the supply to Saudi Arabia.

Evidence:

Defendant Schreiber's letter dated February 20, 1990.

It was already stated that the payment of the bribe of 3,800,000.-- Deutschmarks was connected in time with the

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<sup>2</sup> Translator's note: This German abbreviation may have the meaning: „because of” [wegen] „signature” [Unterschrift] „company” [Firma].

Certified Translation from the German Language

transfer of the commission via the company A.T.G. to the defendant Schreiber (number III.3., 4 c).

**IV. Identification of the Defendant Schreiber**

**1. Personal Facts relating to the Defendant Schreiber**

The defendant Schreiber is approximately 1.70 meters in height and has brown eyes. He is stout. In the enclosure to this record of the case, we transmit a photograph of the defendant Schreiber, which was published on September 16, 1999, in the Augsburg Allgemeine, the local daily newspaper, with the note that this photograph was taken after the defendant's release from provisional extradition arrest in Canada. There are several witnesses, who confirm that the male person shown on that photograph is the defendant Schreiber, against whom the Augsburg Public Prosecutor's Office is investigating and whose extradition from Canada is sought by this request. The following witnesses are named for the purpose of identification:

- The Presiding Judge at the Regional Court [Vorsitzender Richter am Landgericht], Weigand, Augsburg Regional Court, Am Alten Einlaß 1, 86150 Augsburg.  
Mr. Weigand, Presiding Judge at the Regional Court, knows the defendant, because he was the Public Prosecutor as Group Leader in charge of this case until February 1997 and in this function met the defendant personally during the search of his business premises.
  
- The Chief Executive Officer [Regierungsdirektor] Gumpendobler, head of the Tax Investigation Department at the Tax Office of Augsburg City, Tax Office of Augsburg City, Prinzregentenplatz 2, 86150 Augsburg.  
Mr. Gumpendobler, Chief Executive Officer, knows the defendant, because the defendant personally came to see the Chief Executive Officer Gumpendobler on the occasion of the investigations made against him.

### Certified Translation from the German Language

- The Senior Administrative Officer [Oberamtsrat] Kindler, Tax Office of Augsburg City, Tax Investigation Department, Prinzregentenplatz 2, 86150 Augsburg.  
Mr. Kindler, Senior Administrative Officer, knows the defendant, because he personally met the defendant during the search of his business premises.
- The Senior Public Prosecutor [Oberstaatsanwalt] Kolb, Augsburg Public Prosecutor's Office, Am Alten Einlaß 1, 86150 Augsburg.  
Mr. Kolb, Senior Public Prosecutor, knows the defendant personally as a witness from another investigation.
- The Public Prosecutor [Staatsanwalt] Nickolai, Augsburg Public Prosecutor's Office, Am Alten Einlaß 1, 86150 Augsburg.  
Mr. Nickolai, Public Prosecutor, knows the defendant as a witness from another investigation.
- Giorgio Pelossi, certified public accountant, Via Gaggini da Bissone 4, 6900 Lugano, Switzerland.  
Mr. Pelossi knows the defendant as the person, for whom he worked as a confidant and trustee during the years from 1979 until 1991 and whom he designated as the person having economic control over Kensington Anstalt and I.A.L. in the statements he made as a witness.

#### 2. Identification of the signatures made by the defendant Schreiber

We know that the signatures on receipts, applications to open an account and other documents mentioned under number III) were in fact made by the defendant Schreiber.

On the one hand, we have various documents, which we definitely know were signed by the defendant Schreiber.

- a. The witness Pelossi gave us several documents bearing signatures, which the witness Pelossi identified as having been made by the defendant Schreiber.

Certified Translation from the German Language

For example, the witness Pelossi confirmed that he knew that the signatures on the documents mentioned below were the signatures of the defendant Schreiber:

Handwritten notes dated November 27, 1976, with the defendant's signature.

Evidence:

Witness Pelossi's statement dated December 08, 1995.

Defendant Schreiber's signature on a cheque dated October 05, 1988. By this signature, the defendant Schreiber acknowledges receipt of the cheque.

Evidence:

Witness Pelossi's statements dated January 15, 1997, and December 03, 1997.

Defendant Schreiber's signature on the debit advice of the Verwaltungs- und Privatbank Vaduz dated January 05, 1988.

Evidence:

Witness Pelossi's statement dated January 15, 1997.

Signature on a transfer order of the Verwaltungs- und Privatbank Vaduz dated November 03, 1987.

Evidence:

Witness Pelossi's statement dated December 03, 1997,  
Signature on a „settlement” dated July 06, 1989.

Evidence:

Witness Pelossi's statement dated December 03, 1997.

- b. Furthermore, we have the instrument of the Notary [Notar] Helmut Flesch, Landsberg, regarding the establishment of the company Bituleit-Bayerische Bitumen Chemie Ferdinand Heinrich GmbH & Co. with its registered seat at Kaufering and the appointment of the defendant Schreiber as the Managing Director of the company dated March 05, 1981. In that document, the Notary testifies that he

**Certified Translation from the German Language**

personally knows the defendant Schreiber and that the defendant Schreiber signed the document in his own hand.

**Evidence:**

Instrument of the Notary Helmut Flesch dated March 05, 1981.

- c. Moreover, we have the defendant Schreiber's signature on the record of the search of the business premises of the company BBC and of the defendant's residence dated October 05, 1995. The witness Weigand confirms that the record was signed by the defendant Schreiber.

**Evidence:**

Comment made by Presiding Judge at the Regional Court, Weigand, on September 23, 1999.

- d. We also know the defendant's application for the issue of a German passport with the number 8212052718 as well as the application for the issue of a Federal identity card with the number 8212046737. The defendant Schreiber signed the two applications each time beside the photograph of himself.

**Evidence:**

Application for the issue of a passport number 8212052718 filed at the municipality of Kaufering,  
Application for the issue of a Federal identity card number 8212046737 filed at the municipality of Kaufering.

- e. In addition to that, we know the defendant's signature for the appointment of his German defense attorney, the attorney at law von Moers, dated February 10, 1995.

**Evidence:**

Power of attorney of the defendant Schreiber for the attorneys at law von Moers and Rückel dated February 10, 1995.

In a letter dated April 15, 1999, his defense attorney von Waldthausen submits a power of attorney for criminal proceedings with the defendant's signature dated February 25, 1999.



Certified Translation from the German Language

Evidence:

Defendant's power of attorney for criminal proceedings dated February 25, 1999.

Moreover, his defense attorney Professor Dr. Samson submitted a power of attorney for criminal proceedings dated May 07, 1999, which was signed by the defendant Schreiber.

Evidence:

Defendant Schreiber's power of attorney for criminal proceedings dated May 07, 1999.

On the basis of these signatures, which were definitely made by the defendant Schreiber, I come to the conclusion that the defendant Schreiber made the signatures also in the other cases, where I state that he did so.

It has already been explained in detail that I, Public Prosecutor as Group Leader Dr. Maier, have been exercising the functions either of a Public Prosecutor or of a Judge, since November 1990. In this respect, reference is made to number I.

In this function of a Public Prosecutor or of a Judge, I repeatedly verified the authenticity of documents. When comparing the documents mentioned under number III.2.a-e), I discover after a close examination of the various signatures that all these signatures were made by one and the same individual. According to the above-mentioned evidence, this individual is the defendant Schreiber. When comparing the signatures on the above-mentioned documents with all the signatures of the defendant, which are mentioned under number III) of this record of the case, I find that the signatures correspond with each other and that the signatures must have been made by one and the same individual. Signatures corresponding with each other have in particular been determined by me on the defendant's above-mentioned tax returns for the years of 1988 through 1993 as well as on the bank records transmitted from Switzerland (cash disbursement receipts, applications to

Certified Translation from the German Language

open an account, pledge documents, as well as a statement regarding economic control over an account).

The fact that the defendant Schreiber's signatures on the bank records from the Schweizerischer Bankverein, Zurich, mentioned under number III) are actually the defendant Schreiber's signatures is also apparent from information provided by the Schweizerischer Bankverein, Zurich, on October 22, 1997, according to which the accounts PO-18679 as well as PO-47251 and PO-47252 are in the name of Schreiber Friedrich Karlheinz and Schreiber Karlheinz, respectively. Transactions on these accounts are carried out only if it has been determined that the individual making the transaction and the owner of the account are one and the same or, as the case may be, if it has been determined that the actual owner of the account has authorized a third person to operate the account.

The documents from the Schweizerischer Bankverein, Zurich, were transmitted through legal assistance channels. The admissibility of the transmission of these documents in this way was verified by several courts on the basis of appeals filed by the defendant. In the course of these appeals the defendant and the attorneys at law appointed by him, respectively, never raised any objection to the effect that the signatures on the bank documents transmitted were not made by the defendant Schreiber.

Augsburg, dated October 11, 1999

[Signature: illegible]

Dr. Maier

Public Prosecutor as Group Leader

L.S. PUBLIC PROSECUTOR'S OFFICE AT THE  
AUGSBURG REGIONAL COURT \* BAVARIA \*

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As a translator who was publicly appointed and sworn by the President of the Augsburg Regional Court [Landgericht], I hereby certify that the foregoing translation of the document drafted in German and presented to me in the original is correct and complete.

Neusäß, dated October 12, 1999

*Dr. Heike Bartholy*

107





**Certified Translation**

AUGSBURG Public Prosecutor's Office  
86044 Augsburg, P.O.B. 111940  
Office at Prinzregentenstraße 3, 86150 Augsburg  
Telephone 0821-3105-, extension 624  
Fax 0821-3105683

File No.: 501 Js 127135/95

**Certification**

**in the matter of a request**

**for extradition of**

**Schreiber Karlheinz, born 25 March 1934 in Petersdorf**

**from Canada to carry on criminal prosecution**

**The Federal Republic of Germany is requesting extradition of Karlheinz Schreiber, born 25 March 1934 in Petersdorf, from Canada to carry on criminal prosecution**

With respect to this request I, Dr. Winfried Maier, Public Prosecutor as Group Leader (Staatsanwalt als Gruppenleiter) with Augsburg Public Prosecutor's Office, hereby certify that the criminal evidence summed up in this record of the case is available for the trial and, under the law of the Federal Republic of Germany, is sufficient for substantiating the criminal prosecution, and that this evidence was collected in accordance with the laws of the Federal Republic of Germany.

Augsburg, 11 October 1999

(Signature: illegible)  
Dr. Maier  
Public Prosecutor as Group Leader  
(Staatsanwalt als Gruppenleiter)  
with Augsburg Public Prosecutor's Office

(Seal: illegible)


In my capacity as a public translator for the English language, duly commissioned and sworn by the President of the Regional Court of Augsburg (Landgericht Augsburg), I hereby certify that the foregoing is a true and complete English translation of the document in the German language submitted to me.

Zusmarshausen, Germany  
11 October 1999



Die Übereinstimmung der Fotokopie mit dem  
Original wird bescheinigt

Bonn, den **13. Okt. 1999**

  
Amtsinspektor





KARLHEINZ SCHREIBER

00018 KAUFERING - PUFFENBERGSTRASSE 27 - TELEFON (06191) 78 04 - TELEFAX (06191) 78 88

Mr. Frank A. Moores  
P.O. Box 68  
R.R. 1  
Elgin, Ontario K0G 1E0

C A N A D A

December 27, 1995  
Schr / Ka

Dear Frank:

Re: Loan in the amount of Can.\$ 1 million  
Project Thyssen Bear Head

On March 12, 1992 Thyssen Industrie through myself granted you a loan in the amount of Can.\$ 1 million at an interest rate of 4% p.a.

The loan as well as the accrued interest should be compensated through services provided by you in connection with the Bear Head project.

Eligibility for the compensation of the loan as well as the accrued interest payments was a successful closing of the Thyssen Bear Head project.

Unfortunately we did not succeed to build the plant for Thyssen Bear Head as planned. The order for armoured vehicles was placed as a sole sourced order by DND with General Motors, London, Ontario, as had been all previous orders. This means a repayment of the loan granted to you.

I would appreciate it very much if you could let me know until the end of the year, how you intend to arrange for a repayment of the loan.

I very much regret that the project could not be closed successfully with regard to a cooperation between Germany and Canada and wish you and your family a Happy and Successful Year 1996.

Yours sincerely,

  
Karlheinz Schreiber

OTT/SDB/CCS

19101261







# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 96-03-22

Obtained By: Feigenwald

Exhibit No.: 95-27

Item No.: 26

Location: \_\_\_\_\_

### DOCUMENT CATEGORIZATION

Document Type: \_\_\_\_\_

Original: Yes  No

COMMENTS No page 2. A total of 13 pages as per  
the exhibit report.

**Giorgio Pelossi**

Via Gaggini da Bissone 4  
6900 Lugano  
☎ 091-993 17 05

/.

**RCMP**  
**Mr. Fraser Fiegenwald**  
155 Mc Arthur Avenue  
Vanier, Ontario  
K1A 0R4

Lugano, March 14th, 1996

Dear Mister Fiegenwald,

Further to my interview I send you following documents:

**ATG Investments Ltd. Inc., Panama**

- Minute of general meeting July 5th, 1991 with confirmation and handwritten note received from Mr. Wullschleger.
- Fax Morgan y Morgan / FMT July 25th, 1991
- Fax FMT / Morgan y Morgan July 29th, 1991
- Fax Morgan y Morgan / FMT July 29th, 1991

**Ticinella Anstalt**

- Copy of the wire transfer January 24th, 1990
- Letter Jones & Foster / FMT April 18th, 1990 with attached statement
- Fax Jones & Foster / FMT with answer 18th-19th June, 1990
- Transmittal KHS / GP January 7th, 1991 re. lease agreement Frank Moores
- Transmittal GP / KHS May 23rd, 1991 re. lease agreement Frank Moores

**Max Strauss**

- Hand written note December 23rd-29th, 1987 re. loan DEM 100'000.- to Dieter Klein Elektronik GmbH. as well as breakdown of the payment of DEM 1'900'000.- (Thyssen).

Best regards

  
Giorgio Pelossi

- enclosures

96.03.22  
11:00 AM

95-27  
Item # 26.

3.

**CERTIFICADO**

El suscrito, Presidente de la reunión de **A.T.G. INVESTMENT LTD. INC. PANAMA** certifica:

1. Que el 5 de Julio de 1991, se celebró una reunión especial de la asamblea de Accionistas.
2. Que en dicha reunión estuvo el quorum necesario para tomar resoluciones y estuvieron representadas todas las acciones emitidas y en circulación de la sociedad. En testimonio de lo cual, firmo el presente Certificado.

Presidente:

Giorgio Pelossi

Lugano, el 5 de Julio de 1991

No 7046

Lugano, 9 luglio 1991

Certifico io notaio l'autenticità della firma del signor Giorgio Pelossi, 1938, da Bedano in Breganzona, persona a me nota, che mi ha dichiarato di averla personalmente apposta.

*Valeria Galli, notaio in Lugano*

Valeria Galli, notaio in Lugano



2726 0000002

EL INFRASCRITO CONSUL DE LA REPUBLICA DE PANAMA EN LUGANO - SUIZA CERTIFICA:

Que la firma que antecede expresiva del nombre y apellido de Abozado Valeria Galli quien ejerce actualmente el cargo de Notario Pública en Lugano es auténtica.

Derechos: B/. 10.- pag. med. R.O. no. 607098C  
Ley no. 55, art. 425, A.C. 60  
Lugano, 10 de Julio de 1991



*Lina Yplanda*  
Lic. Lina Yplanda Monteverde  
Cónsul de Panamá

4.

Wullschleger Lorenzo, 7.7.40,  
da Zottingen in Rovio

Pagan. Enrico, 28.2.38  
da Massagno in Lugano

Martignoli Emilio, 31.7.58  
da Gerra Varzasea in Lugano

5.

MORGAN Y MORGAN  
Attorneys at Law

INSTRUCTIONS COVER SHEET

TELEFAX # 0041 91 23 55 12 TIME: 18:17  
004191 227672 ✓  
18:43

TO: FINANCIAL MANAGEMENT TRUST date: July 25, 1991  
ATTN: \_\_\_\_\_

OUR TELEFAX No. (507) 64-8317 MODEL RAPICOM 120 G II III  
No. (507) 63-9918 MODEL RAPICOM 210 G II III

OUR RE: 8271-91 YOUR RE: \_\_\_\_\_ TOTAL PAGES INCLUDED: 1

RE: A.T.G. INVESTMENTS LTD. INC. PANAMA

In regards to your today's telefax, we confirm that we are proceeding with the change of the Board of Directors by Public Deed #6572 of July 24, 1991, Notary Fourth.

Furthermore, the corporation in reference has a pending balance of US\$990.00 (Resident Agent: US\$450.00, Franchise Tax: US\$540.00 for the periods 1988-1989, 1989-1990 and 1990-1991). This invoice must be cancelled in order to proceed with the changes.

Should you have any queries regarding the above mentioned matters, please do not hesitate to contact us.

Very truly yours,  
MORGAN Y MORGAN

*Simón Tejeira Jr.*  
Simón Tejeira Jr.

paid by check 22.12.89 \$ 320.-  
- - - 22.1.91 \$ 660.-

Telefax	Per	<u>D.H. [unclear]</u>
No. rif:	Da	<u>[unclear]</u>
	Data	<u>21.3.91</u> Page <u>- 3 -</u>

115 MORGAN Y MORGAN . MORGAN Y MORGAN 18. 08. 1991



Financial Management Trust Via P. Lucchini 6 . C.P. 2912 CH-6901 LUGANO Tel. 091 2365 12 Telefax 22 76 72

6.

DATE: July 29, 1991

TO: Morgan y Morgan att. Mr. Simón Tejeira Jr.

TELEFAX No.: 00507-648317

FROM: G. Pelossi

TELEFAX No.: 091/22.76.72

TOTAL NUMBER OF PAGES INCL. COVER PAGE: - 6 -

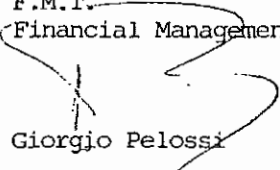
RE: ATG INVESTMENTS LTD INC PANAMA

Referring to your fax July 25, 1991 enclosed please find copies of the payments for the years 1988/89, 1989/90 and 1990/91 made by check.

Please proceed with the changes and send us via fax a copy of the certificate of good standing.

Very truly yours.

F.M.T.  
Financial Management Trust SA

  
Giorgio Pelossi

MORGAN Y MORGAN  
Attorneys at Law

7.

INSTRUCTIONS COVER SHEET

TELEFAX # 004191 227-672 ( Lugano)

TIME: 18:25

TO: FINANCIAL MANAGEMENT TRUST

DATE: July 29th, 1991

ATTN: Giorgio Pelossi

Our telephone (507) 63-8822  
OUR TELEFAX No. (507) 64-8317 MODEL RAPICOM 120 G II III  
(507) 63-9918 MODEL RAPICOM 210 G II III

OUR RE 8350-91 YOUR RE \_\_\_\_\_ TOTAL PAGES INCLUDED HEREWITH 1

RE.: ATG INVESTMENTS LTD.INC.

Dear Mr. Pelossi:

We acknowledge receipt of your today's telefax, the contents of which are duly noted.

With regards to the change of Board of Directors of the above referred company, we confirm that we are proceeding to have such changes registered and will send it as soon as possible, as well as a Good Standing certificate evidencing the names of the newly pointed Board of Directors.

Also please take note that today we have received a fax from Messrs. PAGANI & WULLSCHLEGER S.A., informing that this company will be managed by them. Please confirm this fact in order to amend our records.

Best Regards,  
MORGAN Y MORGAN

*Simon R.*  
p. *Simon R.*  
Simón Tejeira Jr.

JUL 29 1991 18:25 MORGAN Y MORGAN





**VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT**

BANQUE PRIVEE DE GERANCE SOCIETE ANONYME - PRIVATE TRUST BANK CORPORATION

FL-9490 VADUZ, LIECHTENSTEIN · TELEFON (075) 5 66 55 · TELEX 889 200 · TELEFAX (075) 2 66 97 · POSTSCHECKKONTO 90-8291-5 · SWIFT VPBV LI 22

**BELASTUNGSANZEIGE/DEBIT ADVICE**

FL-9490 VADUZ-

REF:

*JJ*

US\$ KONTOKORRENT

242.741.020

WIR HABEN SIE WIE FOLGT BELASTET.  
WE HAVE DEBITED YOU AS FOLLOWS:

<p>EMPFÄNGER BENEFICIARY</p> <p>Jones, Foster, Johnston &amp; Stubbs, P.A. Flagler Center Tower 505 South Flagler Drive P.O. Drawer E West Palm Beach, Florida</p>	<p>BANK-POSTCHECKKONTO BANK ACCOUNT</p> <p>Trust Account 0627008020698 ABA 067006076</p> <p>SUN BANK/SOUTH FLORIDA N.A. FT. LAUDERDALE, Florida</p>	<p>MITTEILUNGEN AN DEN EMPFÄNGER INFORMATION TO THE BENEFICIARY</p> <p>Jamaica Condo Nr. 304 Palm Beach</p>	<p>BETRAG AMOUNT</p> <p>US\$ 188'000.--</p>
--	---	---	---

Bitte telegraphisch ausführen

IHRE WEISUNGEN VOM/YOUR INSTRUCTIONS OF:

Vaduz, 24. Januar 1990

VIS:

TICINELLA ANSTALT

WERT/VALUE

US\$ 188'000.--

HOCHACHTUNGSVOL/VERY TRULY YOURS

VERWALTUNGS- UND PRIVAT-BANK AKTIENGESELLSCHAFT

ANZEIGEN BIS SFFL 50.000.- ODER GEGENWERT TRAGEN NUR EINE RECHTSGÜLTIGE UNTERSCHRIFT  
ADVICES UP TO SFACS. 50,000.- OR COUNTERVALUE BEAR ONLY ONE QUALIFIED SIGNATURE.

# JONES, FOSTER, JOHNSTON & STUBBS, P.A. 9.

ATTORNEYS AND COUNSELORS  
FLAGLER CENTER TOWER  
505 SOUTH FLAGLER DRIVE  
ELEVENTH FLOOR  
P. O. DRAWER E

WEST PALM BEACH, FLORIDA 33402-3475  
(407) 659-3000  
FAX: (407) 832-1454

LARRY B. ALEXANDER  
GEORGE H. BAILEY  
KEVIN C. BEUTTENMULLER  
MICHAEL D. BROWN  
RUTH P. CLEMENTS  
SCOTT M. COLTON  
MARGARET L. COOPER  
REBECCA G. DOANE  
RANDY D. ELLISON  
L. MARTIN FLANAGAN  
SCOTT A. GLAZIER  
LORI E. HANDELSMAN  
SCOTT G. HAWKINS  
THORNTON M. HENRY  
PETER S. HOLTON  
HARRY A. JOHNSTON, II  
J. A. JURGENS  
MARK B. KLEINFELD  
CHARLES B. KOVAL

MICHAEL T. KRANZ  
BLAIR R. LITTLEJOHN, III  
JOHN M. LAROUX  
JOHN BLAIR MCCrackEN  
PAMELA A. MCNIERNEY  
TIMOTHY E. MONAGHAN  
GUY RABIDEAU  
JOHN C. RANDOLPH  
ANDREW R. ROSS  
STEVEN J. ROTHMAN  
PETER A. SACHS  
JOEL T. STRAWN  
SIDNEY A. STUBBS, JR.  
ALLEN R. TOMLINSON  
JOHN S. TRAMPER  
MICHAEL P. WALSH  
H. ADAMS WEAVER  
PAUL C. WOLFE  
MARD S. WOLFF

R. BRUCE JONES  
1904-1988

HENRY F. LILIENTHAL  
1902-1982

HARRY ALLISON JOHNSTON  
1895-1983

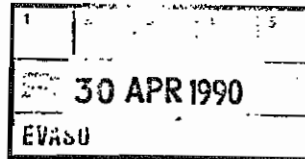
RETIRED  
WILLIAM A. FOSTER

OTHER LOCATION  
54 N.E. FOURTH AVE.  
DELRAY BEACH, FLORIDA 33483

WRITER'S DIRECT LINE: \_\_\_\_\_

April 18, 1990

Mr. Giorgio Pelossi  
Financial Management Trust  
Via P. Lucchini  
6 CP 2912  
CH 6901  
Lugano, Switzerland



Re: Ticinella from Pietrowski  
The Island at River Harbour  
Palm Beach County, Florida

Dear Mr. Pelossi:

Enclosed please find copies of the closing documents, including the original Warranty Deed and the original Owner's Title Insurance Policy. I also enclose at this time our statement for services rendered. I trust you will find same satisfactory.

Sincerely,

JONES FOSTER JOHNSTON & STUBBS, P.A.

Larry B. Alexander

LBA:lg  
Enc.  
47/I/2

p.s. I also enclose the Condominium Documents.

<b>A. ATLANTIC TITLE, INC.</b> 1080 E. Indiantown Road Suite 100 Jupiter, Florida 33477 (407) 575-4110		<b>B. TYPE OF LOAN</b> 1. <input type="checkbox"/> FHA    2. <input type="checkbox"/> FMHA    3. <input type="checkbox"/> CONV. UNINS. 4. <input type="checkbox"/> VA        5. <input type="checkbox"/> CONV. INS. <b>10.</b> 6. Fda Number: _____    7. Loan Number: _____ 8. Mortgage Insurance Case Number: _____	
<b>SETTLEMENT STATEMENT</b> U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT			
<b>C. NOTE:</b> This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.			
<b>D. NAME OF BORROWER:</b> Ticinella Anstalt, a Liechtensstein Corporation <b>ADDRESS:</b>			
<b>E. NAME OF SELLER:</b> Robert P. Piotrowski and Patricia L. Piotrowski <b>ADDRESS:</b>			
<b>F. NAME OF LENDER:</b> <b>ADDRESS:</b>			
<b>G. PROPERTY LOCATION:</b> 1000 North U.S. Highway One, #204, Jupiter, FL 33477			
<b>H. SETTLEMENT AGENT:</b> <input type="checkbox"/> Atlantic Title <b>ADDRESS:</b> 1080 E. Indiantown Rd., #100 Jupiter, FL 33477		<input type="checkbox"/>	
<b>PLACE OF SETTLEMENT:</b> Atlantic Title <b>ADDRESS:</b> 1080 E. Indiantown Rd., #100 Jupiter, FL 33477		<b>I. SETTLEMENT DATE:</b> January 31, 1990	
<b>J. SUMMARY OF BORROWER'S TRANSACTION</b>		<b>K. SUMMARY OF SELLER'S TRANSACTION</b>	
<b>100. GROSS AMOUNT DUE FROM BORROWER:</b>		<b>400. GROSS AMOUNT DUE TO SELLER:</b>	
101. Contract sales price	196,000.00	401. Contract sales price	196,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	57.60	403.	
104.		404.	
105.		405.	
<i>Adjustments for items paid by seller in advance</i>		<i>Adjustments for items paid by seller in advance</i>	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments 1-31-90 to 3-31-90	519.69	408. Assessments to	
109. (Jupiter Harbor Condo Assoc.)		409.	
110.		410.	
111. Jupiter Harbor Property Owner	132.27	411.	
112. (1-31-90 - 3-31-90)		412.	
<b>120. GROSS AMOUNT DUE FROM BORROWER</b>	<b>196,709.56</b>	<b>420. GROSS AMOUNT DUE TO SELLER</b>	<b>196,000.00</b>
<b>200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:</b>		<b>500. REDUCTIONS IN AMOUNT DUE TO SELLER:</b>	
201. Deposit of earnest money	10,000.00	501. Excess deposit (see instructions)	
202. Capital amount of new loans		502. Settlement charges to seller (line 1400)	13,705.60
203. Existing loans taken subject to		503. Existing loans taken subject to	
204.		504. Payoff of first mortgage loan	137,507.55
205.		505. Payoff of second mortgage loan	
206.		506. escrow for Great Western	1,056.37
207.		507.	
208.		508.	
209.		509.	
<i>Adjustments for items unpaid by seller</i>		<i>Adjustments for items unpaid by seller</i>	
210. City/town taxes to		510. City/town taxes to	
211. County taxes 1-1-90 to 1-31-90	213.28	511. County taxes 1-1-90 to 1-31-90	213.28
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
<b>220. TOTAL PAID BY/FOR BORROWER</b>	<b>10,213.28</b>	<b>520. TOTAL REDUCTIONS AMOUNT DUE SELLER</b>	<b>152,810.44</b>
<b>300. CASH AT SETTLEMENT FROM/TO BORROWER</b>		<b>600. CASH AT SETTLEMENT TO/FROM SELLER</b>	
301. Gross amount due from borrower (line 120)	196,709.56	601. Gross amount due to seller (line 420)	196,000.00
302. Less amounts paid by/for borrower (line 220)	110,213.28	602. Less reductions in amount due seller (line 520)	152,810.44
<b>303. CASH <input checked="" type="checkbox"/> FROM / <input type="checkbox"/> TO BORROWER</b>	<b>186,496.28</b>	<b>603. CASH <input checked="" type="checkbox"/> TO / <input type="checkbox"/> FROM SELLER</b>	<b>43,174.56</b>
Invoice dated 1/31/90	4,556.30		
	181,052.58		

JONES, FOSTER, JOHNSTON & STUBBS, P.A.  
505 S. FLAGLER DRIVE  
ELEVANTH FLOOR

11.  
18 GIU. 1990

ER E  
RIDA, 33402-3475  
3000

<b>telex</b>	To	W.D Moore, Manager
Ref nbr:	From	G. Pelossi
Ticinella	Date	June 19, 1990 Pages - 3 -

MAY 31, 1990

TICINELLA ANSTALT ESCHEN  
GIORGIO PELOSSI  
VIA P LUCCHINI 6 CP 2912  
LUGANO SWITZERLAND CH6901

REFERENCE: TICINELLA ANSTALT, ESCHEN PUR PIETROWSKI  
OUR FILE NO.: 15012-00001 LBA

GENTLEMEN:

OUR RECORDS FOR THE ABOVE MATTER INDICATE THE FOLLOWING BILLS ARE STILL OUTSTANDING:

BILL NO.	BILL DATE	ORIGINAL BILL AMOUNT	UNPAID BALANCE DUE	
1	4/20/90	1,556.30	1,556.30	PAST DUE
TOTAL OF UNPAID BILLS			1,556.30	
LATE CHARGES			15.56	
TOTAL MATTER BALANCE DUE			1,571.86	

IF THESE BILLS DID NOT REACH YOU OR HAVE BEEN MISPLACED, PLEASE CALL AND I WILL FORWARD DUPLICATE COPIES. IF OUR RECORDS ARE NOT CORRECT, OR IF THERE IS ANY OTHER REASON WHY THEY HAVE NOT BEEN PAID, PLEASE LET US HEAR FROM YOU IMMEDIATELY.

IF PAYMENT HAS BEEN SENT, WE THANK YOU. IF NOT, YOUR ATTENTION TO THIS MATTER WILL BE APPRECIATED.

VERY TRULY YOURS,  
JONES, FOSTER, JOHNSTON & STUBBS, P.A.

BY *W.D. Moore*  
W. D. MOORE, MANAGER

We have sent to your trust account as per enclosed debit-advice the amount of \$ 188'000.-- Yours disbursements as per enclosed statement were \$ 186'496.28 + your above mentioned invoice of \$ 1'556.30 for a total of \$ 188'052.58. Please confirm us that this statement is correct.

Best regards

TICINELLA ANSTALT

*Giorgio Pelossi*

Lugano, June 19th, 1990

Von

Karlheinz Schreiber

Ihre Zeichen/Nachricht vom

**Kurzbrief**

Unser Zeichen Schr/ka Datum 7.1.1991

Mit der Bitte um:  Erledigung  Kenntnisnahme  Verbleib

Stellungnahme bis/am Anlage

An

Herrn  
Giorgio Pelossi

1	2	3	4	5
AS - 9 GEN. 1991				
EVA30				

Betr.: Mietvertrag Frank Moores,  
Florida

Anbei Originalunterlagen mit

der Bitte um Rücksprache mit

Herrn Karlheinz Schreiber.

Zweckform Kurzbrief selbstdurchschreibend - Nr. 1741

13



Financial Management Trust Via P. Lucchini 6 C.P. 2912 CH-6901 LUGANO Tel. 091 2365 12 Telefax 22 76 72

a:  
an:  
à: **Herrn Karlheinz Schreiber**  
to:

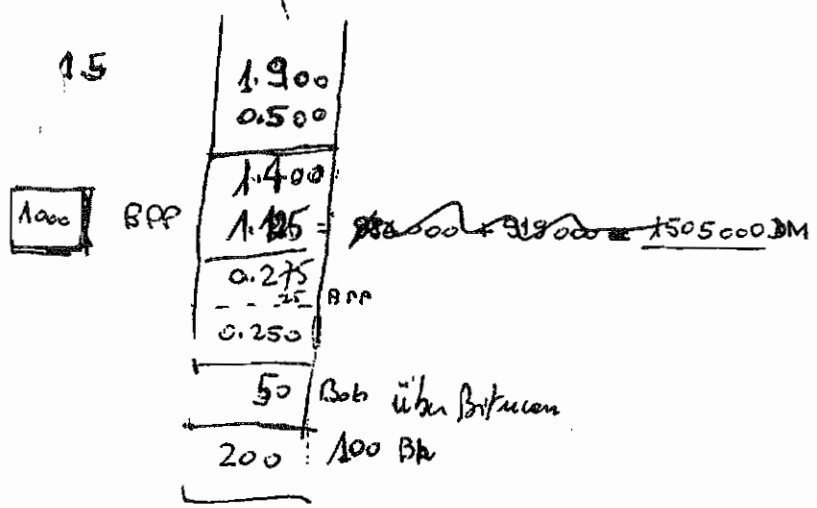
- per conoscenza zur Kenntnis pour information for your information
- in ritorno mit Dank zurück en retour back with thanks
- a vostra richiesta auf Ihren Wunsch selon votre demande as requested
- per la firma zur Unterschrift pour la signature for signature
- per il pagamento zur Zahlung pour le payement for payment
- per i vostri atti zu Ihren Akten pour vos dossiers for your file
- da ritornare p.f. bitte zurücksenden à nous renvoyer s.v.p. please return
- per il disbrigo zur Erledigung pour la liquidation for execution

**Anbei Mietvertrag Ticinella/Frank D. Moores in zweifacher Ausführung, mit der Bitte um Ueberprüfung und Unterzeichnung durch Frank.**

Herzliche Grüsse

Lugano, **23. Mai 1991**

tel. 23/12/87 KW



14.

- 1900
- 0.500 WH

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- 1.400
- 1.000 V ~~FK~~

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- 400 V
- 25 BPP
- 100 V Max
- 50 V Bob über Bitkuan
- ~~500~~ FMT etc.
- 100 SWA
- 75 KH

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- =

Stadt- und Kreis Sparkasse  
Landsberg - Diessen  
Kto Nr.

elektronik  
Dieter Klein / GmbH  
Mathunistrasse 11  
München 21 tel. 56 81 48

29/12/87 tel.

1 Jahr Zins. 7 1/2 % DM 100 000.-

Abtretung: ~~an die Stadt- und Kreis Sparkasse Landsberg-Diessen~~  
Forderungen gegen MBB  
aus dem Jahreswartungs-  
vertrag ab

Bank: Bayerische Hypotheken und  
Wechselbank, Weilheim (OB)  
BLZ 703 203 05  
Kto 655 014 5990





Court File No. 07-CV-329949PD3

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**BETWEEN:**

**KARLHEINZ SCHREIBER**

Plaintiff

- and -

**BRIAN MULRONEY**

Defendant

**AFFIDAVIT OF KARLHEINZ SCHREIBER**

I, **KARLHEINZ SCHREIBER**, of the City of Toronto and of Ottawa in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am the plaintiff in the above noted matter and have personal knowledge of the matters set out in this Affidavit, except to the extent such matters are based upon information and belief, in which case I have stated the source of my information and believe such matters to be true.
2. The first contact I had with Mr. Mulroney was in the early 1980's after I became a landed immigrant in Canada, which was on September 2, 1978. It was Mr. Frank Moores who introduced me to Mr. Mulroney.
3. I had several meetings with Mr. Mulroney at the Ritz Carleton hotel in Montreal all taking place before Mr. Mulroney became the leader of the Progressive Conservative party in 1983.

4. Needless to say during my many meetings with Mr. Mulroney in the early 1980's neither the cash payments made by me to Mr. Mulroney nor the agreement (the "Agreement") made between Mr. Mulroney and I, as referred to in the statement of claim, were discussed, or even contemplated at that time.
5. The Agreement giving rise to this action was not entered into until some 10 years after my first dealings with Mr. Mulroney.
6. My first official meeting with Mr. Mulroney was in late 1983 (when Mr. Mulroney had become the Leader of the Conservative Party and was the Leader of the Opposition) when I introduced Mr. Max Strauss to Mr. Mulroney.
7. Having received very encouraging assistance from the Government of Canada in Ottawa and the Government of the Province of Nova Scotia in Halifax to bring a significant manufacturing plant to Cape Breton and in order to establish a corporate presence in Canada for Thyssen Industrie Aktiengesellschaft, one of the largest industrial concerns in Europe, Bear Head Industries Limited ("Bear Head Industries") was incorporated on November 6, 1985 with an office in Ottawa. Attached hereto as Exhibit "1" is a copy of my Bear Head Industries business card and a Province of Ontario, Ministry of Consumer and Business Services, corporate profile report for Bear Head Industries.
8. Finally, after considerable efforts, we managed to secure an agreement with the Province of Nova Scotia and an "Understanding in Principle" with the Government of Canada, which was signed September, 27, 1988 and which confirmed that the Government of Canada was interested in expanding the industrial development of Cape Breton and that Bear Head Industries was prepared to establish a heavy industry manufacturing facility for the production of light armoured defence products, to create at least 500 full time jobs and to commit an initial capital investment of \$58 Million and the transfer of significant

manufacturing know how by its parent company Thyssen Industrie Aktiengesellschaft (the "Bear Head Project").

9. The Understanding in Principle was signed by three Ministers of the Government of Canada and by me as Chairman of Bear Head Industries on September 27, 1988, a copy of which is attached hereto as Exhibit "2".
10. A year later I received a letter dated September 18, 1989 from Mr. Mulroney who by then had been Prime Minister of Canada for over 5 years, in which Mr. Mulroney confirmed not only that we had met on previous occasions, that we had been writing letters to one another, but also that he had sent a telegram to me back in 1982 when I received my Canadian citizenship, which telegram I received on or about February 3, 1982, a copy of which letter is attached hereto as Exhibit "3".
11. On one occasion Mr. Mulroney, The Honourable Elmer MacKay, at that time Minister of Public Works and Minister for the Atlantic Canada Opportunities Agency Act, and I met for a breakfast meeting at 24 Sussex Drive, Ottawa, Ontario.
12. On April 10, 1991, at a meeting arranged by Mr. Fred Doucét at the request of Mr. Mulroney, I had the pleasure of meeting Mr. Mulroney, Mr. Doucét and Mr. Paul Tellier, who at the time was the Clerk of the Privy Council, and who was also involved with the Bear Head Project.
13. Then on June 13, 1991 I met Mr. Mulroney in Bonn, Germany at a luncheon hosted by the Government of Germany in honor of Canada's role and in particular Mr. Mulroney's efforts in bringing about the reunification of Germany on October 3, 1990 and also at a reception that same evening hosted by the Government of Canada.

14. Almost a year later on May 22, 1992 I wrote another letter to Mr. Mulroney, a copy of which letter is attached hereto as Exhibit "4", which confirmed our ongoing efforts and certain meetings towards making the Bear Head Project a success and that at that time it was still my understanding that the Government of Canada was supportive of locating production facilities for light armoured vehicles in Nova Scotia and possibly even certain parts in Quebec.
15. On June 23, 1993 Mr. Doucet, at the request of Mr. Mulroney, arranged a meeting between me and Mr. Mulroney which took place on June 23, 1993, at Harrington Lake, the official summer residence of the Prime Minister (the "Harrington Lake Meeting"). It was at this meeting that Mr. Mulroney and I entered into the Agreement. On June 23, 1993 Mr. Mulroney was still in office as Prime Minister of Canada and consequently resided at 24 Sussex Drive, Ottawa, Ontario.
16. One of the terms of the Agreement which Mr. Mulroney and I agreed to on June 23, 1993 was that Mr. Mulroney would perform certain services on my behalf. Mr. Mulroney undertook to support my efforts in obtaining approval of the establishment of a production facility for light armoured vehicles by Bear Head Industries Limited, and we discussed that if matters got difficult in the Province of Nova Scotia, then Mr. Mulroney would assist in moving parts of the project to the Province of Quebec (the "Bear Head Quebec Project").
17. At the Harrington Lake Meeting Mr. Mulroney told me that in his opinion The Honorable Kim Campbell, would win a majority government in the next election, which would enable him (Mr. Mulroney) to accomplish much on my behalf.

18. During our meeting Mr. Mulronev, as a token of his appreciation of our friendship that had developed over the years, proudly promised that he would send to me a copy of his official picture which would be placed in the House of Commons. Shortly after the Harrington Lake Meeting I received, as promised by Mr. Mulronev, the picture with Mr. Mulronev's hand written note: "For my friend, Karlheinz with gratitude and best personal regards" and which he signed "Brian Mulronev". A copy of said picture is attached hereto as Exhibit "5".
19. I then proceeded to make arrangements for certain cash funds to be paid to Mr. Mulronev as an advance for his services as had been agreed by us during the Harrington Lake Meeting.
20. I gave the first cash payment in the amount of \$100,000 to Mr. Mulronev on or about August 27, 1993 when I met Mr. Mulronev at the Mirabel Airport on my way from Ottawa to Germany.
21. I delivered a second cash payment, also in the amount of \$100,000, to Mr. Mulronev on or about December 18, 1993 when I met Mr. Mulronev at the Queen Elizabeth Hotel in Montreal.
22. Mr. Mulronev honored me again on the occasion of my sixtieth birthday when he sent to me a letter dated March 25<sup>th</sup>, 1994 in which he expressed his very good wishes and best personal regards, a copy of which letter is attached hereto as Exhibit "6".
23. And finally some 18 months after the Harrington Lake Meeting I met with Mr. Mulronev on December 8, 1994 in New York at the Pierre Hotel and delivered to Mr. Mulronev a third cash payment also in the amount of \$100,000.
24. I made this third payment, even though, at the time that I made this third payment, it was clear that it was practically impossible for Mr. Mulronev to become involved in the Bear

Head Quebec Project (after Mr. Mulroney announced his retirement, The Honourable Kim Campbell, then Leader of the Conservative Party, became the Prime Minister of Canada and called an election in October 1993 but lost and The Right Honourable Jean Chrétien became Prime Minister on October 25, 1993) because Mr. Mulroney and I agreed that Mr. Mulroney would continue to be available to assist me in my other business endeavours.

25. In his testimony before the District Court of Montreal on April 17, 1996 Mr. Mulroney confirmed that he had not just had numerous meetings with me going back as early as the 1980's, including meetings in his office in Ottawa, but also that we had ongoing business dealings. Attached hereto as **Exhibit "7"** is a copy of parts of the transcript of the testimony of Mr. Mulroney (see Questions 192, 228, 241, 425 and 432).
26. In spite of all the difficulties that Mr. Mulroney and I encountered in 1995 and 1996 I did not lose confidence in Mr. Mulroney and was relieved when I received a letter from the Government of Canada dated January 9, 1997 signed by The Honourable Allan Rock, then Minister of Justice & Attorney General of Canada and Mr. Philip Murray, Commissioner, RCMP which contained a "full apology" and acknowledged that "some of the language contained in the Request of Assistance indicates, wrongly, that the RCMP had reached conclusions that you had engaged in criminal activity", a copy of which letter is attached hereto as **Exhibit "8"**.
27. Then at the request of Mr. Mulroney I agreed to meet him on or about February 2, 1998 at the Hotel Savoy in Zürich, Switzerland (the "Savoy Meeting"). During the Savoy Meeting Mr. Mulroney and I discussed Mr. Mulroney's personal concerns regarding evidence of any payments made to him. I informed Mr. Mulroney about statements made by Mr. Frank Moores and Mr. Gary Ouelett regarding The Government Business Consulting Group Incorporated ("GCI") business affairs and the earlier request made by Mr. Fred Doucet to transfer funds from GCI to Mr. Mulroney's lawyer in Geneva related to the Airbus deal. The Ontario corporate profile report for GCI is attached as **Exhibit "9"**.

28. During the Savoy Meeting Mr. Mulroney and I also discussed how we could move forward with various business matters in the future which included Mr. Mulroney's support of the business activities of Spaghetissimo North America Inc. ("Spaghetissimo") and the potential for Archer Daniels Midland Company to get involved in this new business venture. The Ontario corporate profile report for Spaghetissimo North America Inc. is attached as Exhibit "10".
29. Several months before the Savoy Meeting my lawyer Mr. Robert Hladun, Q.C. to the best of his recollection had received a telephone message (the "Tremblay Message") to call Mr. Gerald Tremblay, a lawyer acting for Mr. Mulroney, on October 17, 1997 regarding a letter Mr. Tremblay wanted to send to the CBC in connection with the Airbus Affair.
30. Two years after the Tremblay Message (almost 20 months after the Savoy Meeting), Mr. Hladun to the best of his recollection received two calls from Mr. Mulroney on October 17, 1999 during which Mr. Mulroney repeated to Mr. Hladun a similar request as made on prior occasions all to the effect that I provide in an affidavit assurances that "at no time did Brian Mulroney solicit or receive compensation of any kind from Schreiber".
31. On January 10, 2000 Mr. Edward Greenspan, Q.C., my lawyer representing me in my extradition case, requested that Mr. Hladun confirm his recollection of the above mentioned calls in connection with this request from Mr. Mulroney. A copy of Mr. Hladun's responding letter to Mr. Greenspan's inquiry dated January 26, 2000 is attached hereto as Exhibit "11".
32. Following our a meeting during Christmas 1999 with the family of Mr. Doucet during which I told Mr. Doucet that I would not commit perjury I met again with Mr. Doucet at his request in early 2000 in Ottawa. At that meeting, Mr. Doucet presented to me a draft


page and return one original to Mr. Anka at his earliest convenience, a copy of which letter is attached hereto as Exhibit "21".


47. On March 26, 2007 Mr. Prehogan wrote a letter to Mr. Anka wherein he acknowledged receipt of the statement of claim, however Mr. Prehogan declined to accept service. Instead Mr. Prehogan confirmed that he will assist in arranging for personal service on Mr. Mulroney in Quebec, a copy of which letter is attached as Exhibit "22".
48. As a courtesy to Mr. Mulroney I sent a personal reminder letter on April 14, 2007 to Mr. Mulroney, a copy of which letter is attached hereto as Exhibit "23".
49. Nevertheless, not only had Mr. Prehogan resiled from his earlier agreement to accept service on behalf of Mr. Mulroney, but then once Mr. Mulroney was personally served on April 20, 2007 with the statement of claim, as amended, Mr. Prehogan filed a notice of motion to dismiss this action for lack of jurisdiction returnable on July 17, 2007 which he never set down for a hearing for reasons I have never clearly understood. It is my honest belief that Mr. Mulroney and his legal team have been engaged in delaying tactics in this action in the hope that I would be extradited to Germany and less able to pursue my action with any measure of dispatch or diligence.
50. I am informed by counsel, and believe, that the statute of limitations in the Province of Quebec is three (3) years. Depending on when a court finds my cause of action against Mr. Mulroney to have arisen, this has the potential to deprive me of my cause of action, if I am compelled to bring this action in the Province of Quebec instead of Ontario.

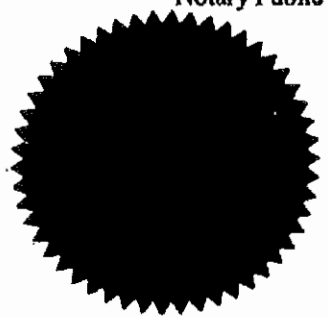


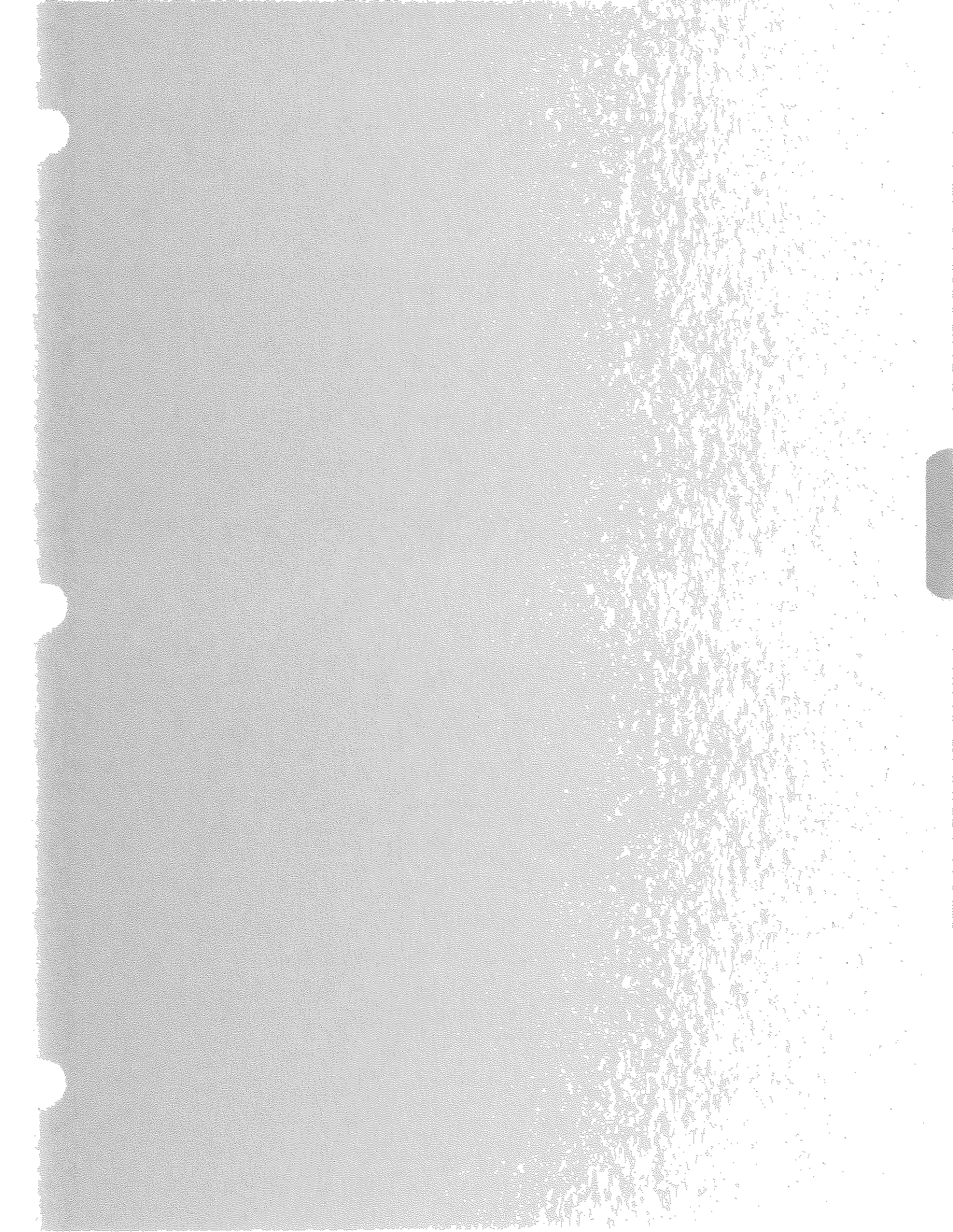
51. I swear this affidavit in relation to a Motion brought by Mr. Mulroney for an order dismissing this action for lack of jurisdiction and for no other or improper purpose.

SWORN before me at the City )  
of Toronto, in the Province of )  
Ontario, this 7<sup>th</sup> day of November, 2007 )

  
\_\_\_\_\_)  
Notary Public

  
\_\_\_\_\_)  
Karlheinz Schreiber







**Summary of Interview of Karlheinz Schreiber  
Interview held on March 24, 2009**

Present: Richard Auger, Counsel for Karlheinz Schreiber

Mr. Schreiber described the evolution of his relationship with Brian Mulroney from its inception to their relationship after Mr. Mulroney left office. Mr. Schreiber recalled that in the late 1970s, he was approached in Germany by Walter Wolf and told that Canadian conservatives were seeking support. According to Mr. Schreiber, Mr. Wolf invited him to Newfoundland to meet with Frank Moores, who had just left office as Premier of Newfoundland. At the time, Mr. Moores was president of the Progressive Conservative Party of Canada [sic] (the "PC Party"), and he and Mr. Wolf were looking for support for Mr. Mulroney.

Mr. Schreiber stated that soon after his introduction to Mr. Moores, he met Mr. Mulroney, who was president of Iron Ore, for the first time. Subsequent to this meeting, Mr. Moores asked Mr. Schreiber for funding, which was initially to be used for the 1983 party convention in Winnipeg. Mr. Schreiber was told that delegates were to be flown from Quebec to Winnipeg by Max Ward to ensure there would be sufficient votes against then party leader Joe Clark. Mr. Schreiber donated \$30,000 or \$50,000 CAD to this cause through his Alberta company MLE Industries. He gave the donation directly to Mr. Wolf (through his lawyer Michael Cogger) who may have claimed the donation as his own.

Mr. Schreiber recalled that he also invested in Port Atlantis at Mr. Moores' request. The project involved building a port to supply material for offshore rigs. According to Mr. Schreiber, Mr. Moores stated that investment would improve his financial ability to support Mr. Mulroney's leadership bid. Mr. Schreiber recalled that Elmer MacKay, Guy Charbonneau, and others that were part of a close-knit group around Mr. Mulroney were supporting him. Mr. Schreiber advised that their support and Mr. Mulroney's appeal motivated him to invest \$370,000 in Port Atlantis.

Prior to Mr. Mulroney becoming leader of the PC Party, Mr. Schreiber met him four to six times either for a drink or for dinner. Generally the meetings occurred at the Ritz Carleton in Montreal. In the early 1980s, Mr. Schreiber had an apartment in Montreal where he was starting a traffic safety business, and the proximity enabled some of these meetings. Mr. Schreiber became a citizen of Canada in 1982 and received a telegram from Mr. Mulroney.

In 1983, Mr. Mulroney won the PC Party leadership convention and became Leader of the Opposition. Mr. Schreiber recalled that when he would visit Ottawa, he would see Mr. Mulroney, Mr. Moores and others close to Mr. Mulroney. Mr. Schreiber believed that Mr. Mulroney was strongly in favour of free enterprise and the creation of jobs, which resonated with him. Mr. Schreiber recalled that in the same period, discussions began with Mr. Moores about having friends in government and Mr. Moores' intention to continue lobbying.

In 1985, Mr. Schreiber met Winfried Haastert, member of the Board of Thyssen Henschel ("Thyssen") and Mr. Pfeleiderer ("MBB") on a flight. Mr. Haastert informed him that Thyssen had been approached by the Government of Canada about increasing their investment in Canada. Mr. Schreiber stated that accordingly his relationship with Thyssen was triggered by the Government of Canada's invitation to Thyssen to invest.

Mr. Schreiber described how in later years he lost faith in Mr. Mulroney and his assurances that the project would succeed. According to Mr. Schreiber, he had believed that Canada was indeed "open for business" and the Bear Head project had a real chance for success. Mr. Schreiber stated that he was never told by Mr. Mulroney that the project would not succeed, and he was only told that the bureaucrats were the problem. Mr. Schreiber recalled meeting with Paul Tellier (Clerk of the Privy Council), Fred Doucet, and Brian Mulroney, and that everybody appeared to be optimistic that the project would receive government support.

Mr. Schreiber stated that his doubts began forming when General Motors Diesel Division ("DDGM") was awarded its first sole-source contract. Mr. Schreiber recalled that Mr. Mulroney convinced him that the Bear Head project would still succeed and to refrain from filing a suit against the government.

Mr. Schreiber advised that when he received Canada's letter of request to Switzerland in 1995 (the "LOR"), he heard for the first time that Mr. Mulroney had previously "killed" the Bear Head project. Mr. Schreiber believed that it was a defence created by Mr. Mulroney.

Mr. Schreiber stated that he became angry with Mr. Mulroney for the first time when Norman Spector testified at the Parliamentary Ethics Committee that Mr. Mulroney had "killed" the project. It was Mr. Schreiber's impression that Elmer MacKay, Mr. Moores and Fred Doucet were also unaware that the project had been terminated. Mr. Schreiber recalled that Elmer MacKay had reported to him that Mr. Mulroney stated in Cabinet that the project was going to proceed without further discussion. According to Mr. Schreiber, he would have agreed to withdraw the project if he had simply been told that the project was not going to happen.

Mr. Schreiber confirmed that he met with Mr. Mulroney at Harrington Lake (June 23, 1993), Mirabel airport (August 27, 1993), the Queen Elizabeth Hotel (December 17, 1993), the Pierre Hotel (December 8, 1994), and the Savoy Hotel (February 2, 1998). Mr. Schreiber also stated that his diaries show that a meeting relating to Bear Head took place in early June of 1993. This meeting, however, was strictly in relation to the status of the Bear Head project. Mr. Schreiber confirmed that he provided Mr. Mulroney with \$300,000 at Mirabel airport, Queen Elizabeth Hotel and Pierre Hotel meetings as payment for future services.

Mr. Schreiber provided details about the meetings at Harrington Lake, Mirabel airport, the Queen Elizabeth Hotel and the Pierre Hotel. The meeting at Harrington Lake and their subsequent meetings all related to the establishment of a plant for Thyssen in Montreal. Mr. Schreiber stated that no monetary arrangements were made at Harrington Lake. They simply agreed to work together once Mr. Mulroney returned to Montreal and that arrangements would be made at that time. Mr. Schreiber was motivated to meet at Harrington Lake because Fred Doucet had said Mr. Mulroney required money and Elmer MacKay had told him that Mr. Mulroney was reduced to selling furniture at 24 Sussex.

Mr. Schreiber stated that at Harrington Lake, and at subsequent meetings, he did not ask Mr. Mulroney to contact any one at the federal government on his behalf. He stated that there was no need because Mr. Mulroney offered at Harrington Lake to speak with Kim Campbell. According to Mr. Schreiber, Mr. Mulroney had stated that he would be in a favourable position to help with the Bear Head project, with his connections in Montreal and with Ms. Campbell as Prime Minister. Mr. Schreiber stated that he had been surprised that Mr. Mulroney believed Ms. Campbell would win a majority government.

Mr. Schreiber did not recall whether he spoke with Mr. Mulroney about the monetary arrangements on the telephone before the meeting at Mirabel airport. However, he did recall saying to Mr. Mulroney at Mirabel that \$500,000 was available, and that he provided Mr. Mulroney with the first \$100,000.

At Harrington Lake, Mr. Mulroney did not say that he would be joining his old law firm and there was no discussion about a receipt being provided.

At Mirabel, Mr. Schreiber expected to receive a receipt or some information as to how he would receive receipts in the future. Mr. Schreiber believed Mr. Mulroney would be disinclined to bill through his law firm as a result of its unfavourable financial implications. Mr. Schreiber stated that he never asked for a bill subsequent to Mirabel and never received one.

With respect to the meeting at the Savoy hotel, Mr. Schreiber stated that Paul Terrien was not in the room, and that the meeting was a private one between himself and Mr. Mulroney. Mr. Schreiber stated that he did not recognize Mr. Terrien at the time.

Mr. Schreiber stated that Fred Doucet arranged all of the meetings. Mr. Schreiber recalled that Fred Doucet did not attend any of the meetings except the one at the Pierre Hotel. Further in this regard, Mr. Schreiber stated that Fred Doucet was not invited.

Mr. Schreiber stated that arrangements had to be made for him to be provided with directions or to be driven to some of the meetings. For example, Mr. Schreiber stated that Mr. Mulroney had arranged for a limousine to pick him up and drive him to Harrington Lake. Mr. Schreiber noted, however, that Mr. Mulroney asked him whether he could ride back to Ottawa with a young staffer in his jeep, and Mr. Schreiber accepted. Mr. Schreiber also stated that he required directions to the hotel at the Mirabel airport because he was unaware of its existence. Mr. Schreiber travelled in Lufthansa Limousine to Mirabel.

Mr. Schreiber also described the financial arrangements with Thyssen in relation to the Bear Head project. Mr. Schreiber stated that he billed Thyssen directly and that he also had a relationship with International Aircraft Leasing ("IAL"). He stated that an agreement existed between IAL and Thyssen in which Thyssen agreed to pay \$4 million in success fees in relation to proceeding on the Bear Head project with the help of third parties. The \$4 million was to be paid once the understanding in principle ("UIP") was signed with the Government of Canada. Mr. Schreiber stated that Mr. Haastert received \$500,000 of those fees. A portion was also set aside for Mr. Moores for himself and for him to distribute to third parties.

With respect to the money given to Mr. Mulroney, Mr. Schreiber stated that it was not discussed when he informed Mr. Mulroney of the LOR, and that they did not discuss matters of that nature over the telephone. According to Mr. Schreiber, they did not discuss the money until they met at the Savoy hotel in 1998. Mr. Schreiber stated that Mr. Mulroney never asked him directly for a statement that he did not receive this money.

In early November of 1988, after the UIP was signed, Mr. Schreiber's Alberta company Bitucan received a number of invoices. Mr. Schreiber stated that Fred Doucet was paid for ensuring that Perrin Beatty sign the UIP. According to Mr. Schreiber, Mr. Beatty's signature was the missing piece to obtain the second \$2 million from Thyssen. Fred Doucet would otherwise not have been entitled to any of the commission payment. Mr. Schreiber recalled that this was Fred Doucet's initial involvement in the Bear Head project, as he had worked for the federal government beforehand.

Mr. Schreiber stated that he had not told Mr. Mulroney that IAL was set to receive a commission payment for the signing of the UIP. However, he was told that Mr. Mulroney was informed by Mr. Moores.

Mr. Schreiber stated that he did not participate as actively outside of Bear Head after the Liberals came to power in 1993. According to Mr. Schreiber, Marc Lalonde and Juergen Massmann were in charge of Bear Head's operations in Quebec. Mr. Schreiber stated that he became less involved externally because it was well known that he was close with Mr. Mulroney and that any approaches to the new government might be impeded as a result. He noted that at that time, Mr. Massmann was the president of BHI and was knowledgeable in terms of product information and the day-to-day operations of BHI. Mr. Schreiber stated, however, that he still had relationships with some Liberals, such as Allan MacEachen and André Ouellet. In this regard, he noted that he met Mr. Ouellet with Mr. Lalonde regarding Bear Head after his meeting with Mr. Mulroney at the Queen Elizabeth Hotel.

With reference to Mr. Schreiber's donation to Jean Charest's leadership campaign in June of 1993, Mr. Schreiber stated that he had spoken to Elmer MacKay about his interest in Jean Charest. According to Mr. Schreiber, Elmer MacKay then arranged a meeting with Robert Charest. Mr. Schreiber noted that Robert Charest had provided him with tax information that was beneficial to the Bear Head project in Cape Breton in earlier years. According to Mr. Schreiber, he considered donating \$50,000 but decided that \$30,000 was enough.

Jean Charest was Minister of the Environment at the time, and Mr. Schreiber stated that after making the donation, Robert Charest arranged for Mr. Schreiber to meet Jean Charest in his office. At the meeting, Mr. Schreiber informed Jean Charest of the environmental protection element of the Bear Head project.

With respect to the services provided by Mr. Mulroney, Mr. Schreiber stated that there was none.

Mr. Schreiber noted that if the project had received government approval, he would have become involved in selling the vehicle internationally. He stated that this element was explained in the contract with Bitucan.

With reference to the LOR, Mr. Schreiber described his communications with Mr. Mulroney between the time that he informed Mr. Mulroney of the LOR and their meeting at the Savoy hotel. Mr. Schreiber stated that after the LOR became public, Mr. Mulroney telephoned Mr. Schreiber "all the time" about the issue and that he seemed to be "out of control". There were no face to face meetings, however, because Mr. Schreiber was in Switzerland, where he had been residing since 1994.

The costs incurred by Thyssen on the Bear Head project amounted to approximately \$20 million according to Mr. Schreiber. He stated that approximately \$6 million were paid in commissions, and the rest was paid to Jack Vance, Ian Reid, Greg Alford, accountants and other consultants and staff.

Regarding the various interviews that he gave to the CBC, Mr. Schreiber stated he had been at odds with the CBC in 1994 but that circumstances changed after Luc Lavoie said that he was a "liar". He stated that his statements to Peter Mansbridge in his *Mansbridge One on One* interview, and the interviews provided to *As it Happens* were the truth. Similarly, his statements to Bill Kaplan were true. He stated that all of his answers to the CBC were true, but when he was at odds with them, he often refused to answer.

In relation to Mr. Mulroney's testimony in 1996, Mr. Schreiber stated that he was surprised by Mr. Mulroney's characterization of their relationship. He believed that Mr. Mulroney had committed perjury. Mr. Schreiber recalled that the issue was raised when he met Fred Doucet at Mr. Doucet's home in December of 1999. Before leaving, Mr. Schreiber recalled being led to the television room where the topic was broached. Mr. Schreiber instructed Fred Doucet to tell Mr. Mulroney that he would not commit perjury on Mr. Mulroney's behalf and that Mr. Mulroney should state the truth or find another solution to his problems. Mr. Schreiber noted that Elmer MacKay had not asked Fred Doucet to invite Mr. Schreiber over for dinner on that occasion.

Another meeting between Mr. Schreiber and Fred Doucet occurred in Toronto in early 2000. Mr. Schreiber stated that Fred Doucet was interested in Mr. Schreiber's state of mind and his intentions with respect to his dealings with Mr. Mulroney. Mr. Schreiber recalled that he was told that he had misunderstood Mr. Mulroney's statements. Mr. Mulroney had said "I never had had", not "I never have had". Mr. Schreiber apparently responded that regardless of words used, he would not commit perjury. Mr. Schreiber stated that this was the last time that he spoke with Fred Doucet about the matter.

Mr. Schreiber recalled that he later had another meeting with Fred Doucet concerning the mandate of Mr. Mulroney's work for Mr. Schreiber. With reference to the mandate, Mr. Schreiber stated that he merely took the document before leaving and said that he would consider signing it. Mr. Schreiber stated that he was not interested in considering the document seriously because he was not interested in what he may have or did arrange previously, and second, the mandate did not pertain to a relationship with Fred Doucet. He left with the document without any handwriting on it.

With reference to the mandate, Mr. Schreiber indicated that he thought it was ridiculous and that only the writing listing the companies is his own. He stated that he did not recall writing on the mandate and that his writing may have been transposed.

With respect to Mr. Schreiber's letter to Mr. Mulroney of July 20, 2006, Mr. Schreiber advised that this letter was requested by Mr. Mulroney. Mr. Mulroney had suggested to Elmer MacKay that in order for him to assist Mr. Schreiber, he needed a letter that demonstrated to Mr. Harper that he and Mr. Schreiber were on good terms. Mr. Schreiber stated that the fact that a meeting was taking place originated from Mr. Mulroney.

Schreiber stated that his letter to Mr. Mulroney was not merely a copy of the draft sent to him from Elmer MacKay. According to Mr. Schreiber, only three statements were untrue in the letter: that he had received a satisfactory explanation about the misunderstanding on the Bear Head project; that Mr. Mulroney was the best advocate he could have retained; and that he wished to apologize to Mr. Mulroney. The rest of the letter was truthful and accurate.

Mr. Schreiber stated that he did not expect Mr. Mulroney to convince Prime Minister Harper to reverse any extradition orders. Mr. Schreiber wanted a public inquiry.

Mr. Schreiber stated that he heard nothing back for two or three weeks then asked Elmer MacKay to inquire as to the results of the meeting. According to Mr. Schreiber, he was told that the message was well received. Mr. Schreiber was informed that there was no guarantee, but that after the Supreme Court of Canada made its ruling, the Minister of Justice Vic Toews would "do the right thing". However, before the Supreme Court came out with its decision, the Minister decided that Mr. Schreiber's extradition would proceed.

Mr. Schreiber also discussed his bank accounts and the transfers and withdrawals of money. With respect to the "IAL" 18679 account #46341.5 rubrik "Britan", Mr. Schreiber indicated that he and his wife were the only people that had control over this account and that "Britan" stood for "Brian" and "Cape Breton". He set up the account by phoning his banker, Mr. Strobel, on July 12, 1993 and asking him to transfer the available funds, \$500,000, into the account. Mr. Schreiber stated that the funds were to be used for payments to Brian Mulroney.

Mr. Schreiber stated that on July 27, 1993 he withdrew the first \$100,000, in December of 1993 another \$100,000 was withdrawn, and in 1994 he withdrew \$50,000 twice. Mr. Schreiber stated that all of this money was provided to Mr. Mulroney. Mr. Schreiber withdrew a \$50,000 amount from the account in 1994 because he considered asking Mr. Massmann to take the money to Mr. Mulroney. He later reconsidered and decided he should be the one to deliver it. The money he withdrew from the account was kept in his possession between the withdrawal dates and delivery.

\$212,000 was transferred from the "Britan" account after his last meeting with Mr. Mulroney because he no longer wanted the money in the original "Britan" account. The money was transferred to another account with the rubrik "Britan", which also belonged to him. He used the rubrik "Britan" because it was the same money. He stated that later, he transferred the money to another bank for his own purposes. With respect to this transfer, Mr. Schreiber noted that he closed a number of accounts when Stevie Cameron published her book because the existence of all of these accounts had fallen into the public domain.



With respect to the "IAL" 18679 account #41391.0 "Frankfurt", Mr. Schreiber indicated that this account was also under his control. Further all accounts with a client number 18679 were under his control. Mr. Schreiber stated that the \$500,000 left over in the "Frankfurt" account and transferred to the "Britan" account was from Thyssen success fees. However, Mr. Schreiber stated that it was difficult to know because payments from three projects were transferred into the "Frankfurt" account, namely, Messerschmitt-Bolkow-Blohm's ("MBB"), Thyssen and Airbus. The account itself was in Canadian dollars because it was intended for Mr. Moores, though the cash taken from the "Frankfurt" account was paid to various people. In this regard, Mr. Schreiber noted that a payment of \$500,000 in September 1994 to "Marc" was intended for Marc Lalonde, but when he learned that Thyssen was paying him directly, Mr. Schreiber used this money personally.

Mr. Schreiber stated that Mr. Moores had two personal accounts, account #34107.0 and another account with rubric "Devon". Mr. Schreiber stated that account #45828.0 is a private account of Gary Ouellet.

With reference to the "IAL" 18679 account #18679.4, Mr. Schreiber indicated that all the Airbus money (from Canada and Thailand) was transferred first into this account and then transferred to various parties. The system was to pay 25% to the "Frankfurt" account. The only money that came into Mr. Schreiber's accounts in USD was from Airbus. Mr. Schreiber noted that Thyssen only paid in DM or CAD. Until August 1991, money came into 18679.4 from an IAL account related to Mr. Pelossi, but that after Mr. Schreiber fired him, the money came into the account from Airbus directly.

Mr. Schreiber indicated that ATG account #47252.3 was a Panamanian company account related to the sale of tanks to Saudi Arabia. Approximately \$22 Million was received in Canadian dollars and Deutschmarks from the Saudi deal.

With respect to the "IAL" 18679 account #18679.2, Mr. Schreiber indicated that the account is a DM account, and that payments from this account were made in relation to the Saudi deal.

Mr. Schreiber also described a number of entries in his agendas. According to Mr. Schreiber, the notes in Mr. Schreiber's personal diary on August 27, 1993 refer to a limousine pickup at 2:30pm to meet Mr. Mulroney and a 5:00pm meeting with Mr. Mulroney. The notes in Mr. Schreiber's personal diary on December 17, 1993 refer to the second meeting with Mr. Mulroney. With reference to this entry, Mr. Schreiber believed that the number "2710" related to the hotel room number. Further notes on that day refer to a meeting scheduled later in the day with Mr. Ouellet. Mr. Schreiber stated that the entry in his agenda on December 18, 1993 refers to the original date for a meeting with Mr. Mulroney at Mr. Mulroney's home. The meeting actually took place at the Queen Elizabeth hotel on December 17, 1993.

Mr. Schreiber did not recall the reason for the entry in his personal diary on January 19, 1991, though he believed that the reference to "246 Frankfurt" was an amount that went to the "Frankfurt" account. Mr. Schreiber stated that the reference in his agenda on February 24, 1992 to an amount "426 US" is likely a reference to Airbus money. The "107 FRA" reference was an amount that went to the Frankfurt account, and the two allocations of "53" and the allocation of "213" were references to amounts paid to Europeans.

\* \* \* \*



Staatsanwaltschaft Augsburg  
Az: 501 Js 127135/95

RHE Schweiz  
Belege f#r Konto  
PO-45.828,8  
SBV Z#rich

Anlage 1

CAN \$

Belegdatum	Belegnr.	Beleg	Belegsumme CAN \$	Belegsumme CHF	Belegbeschreibung
04.10.1990		Withdrawal/Exch.	19.836,38		
04.10.1990		Withdrawalnotes	25.250,00		
05.07.1991		Withdrawal/Exch.	10.361,45		
05.07.1991		Withdrawal/Exch.	14.603,87		
05.07.1991		Withdrawalnotes	25.125,00		
05.07.1991	595726	SBC MMF C\$ LUX	24.112,02		
11.03.1992	585726	SBC MMF C\$ LUX	101.321,43		
11.09.1992	37311	Transfer.	40.009,12		
21.11.1992		safe-Custody Charg.	303,37		





# SUPERText



## RCMP "A" DIVISION COMMERCIAL CRIME

File: A102  
95A-517

### EXHIBIT INFORMATION

DATE OBTAINED: 98-08-07  
Obtained By: Mathews/German  
Exhibit No.: \_\_\_\_\_  
Item No.: \_\_\_\_\_  
Location: \_\_\_\_\_

### DOCUMENT CATEGORIZATION

Document Type: Transcript Person Statement  
Pelossi 0701  
Original: Yes  No

COMMENTS Transcript of interview of Giorgio Pelossi  
taken in Milan Italy.  
\_\_\_\_\_  
\_\_\_\_\_

**STATEMENT OF Mr. GIORGIO PELOSSI**

**DATE: 7 AUGUST 1998**

**PRESENT: Mr. GIORGIO PELOSSI  
INSPECTOR PETER GERMAN  
INSPECTOR ALLAN MATHEWS**

A.MATHEWS: ..1998. I'll get the date later once the test is over. (Tape turned off).

G. PELOSSI: It's the seventh today.

P. GERMAN: O.K. It's August 7th 1998. uh, we are at the Century Tower Hotel in MILAN, ITALY. Inspectors AL MATHEWS, PETER GERMAN, uh, with GIORGIO PELOSSI who is visiting us from LUGANO. And we've got, uh, a number of questions we'd like to ask, uh, GIORGIO to clarify matters. Uh, AL if you'd like to, uh, begin.

A. MATHEWS: Yeah, O.K. GIORGIO, I'm going to be bouncing over various themes so . .

G. PELOSSI: Doesn't matter.

A. MATHEWS: There's not supposed to be an order to this, except certain themes. Um, the first thing I want to deal with is, uh, the issue of the profit sharing. Now, uh, I think you said one in your earlier statement, uh, around November 1976 . .

G. PELOSSI: Yes.

A. MATHEWS: There was the agreement between you and, uh, SCHREIBER . .

G. PELOSSI: SCHREIBER. Yes.

A. MATHEWS: And it was written on a hotel napkin.

G. PELOSSI: Yes.

A. MATHEWS: Yes. And that note says that you would get 20% of the profits.

G. PELOSSI: Yes.

A. MATHEWS: So long as you worked for SCHREIBER.

G. PELOSSI: Yes.

A. MATHEWS: Uh, was that the entire agreement you had with SCHREIBER?

G. PELOSSI: Yes.

A. MATHEWS: Was never, was there nothing else, ever?

G. PELOSSI: No. The agreement was that he pays the normal fees for my work.

A. MATHEWS: And that would be to what? To your company?

G. PELOSSI: Yes.

A. MATHEWS: FINANCIAL MANAGEMENT TRUST?

G. PELOSSI: Yes. Now at that time it was, uh, it was NEUTRA. It was not my company. I was working for this accounting firm, uh, big one, was in SWITZERLAND.

STATEMENT OF Mr. GIORGIO PELOSSI

G. PELOSSI: : But I give him the money, he signed a receipt to get all the money.

A. MATHEWS: Right.

G. PELOSSI: And then from that money he gave me 100,000.

5 A. MATHEWS: And later on you began to transfer some of that money to, is it ERFEL ANSTALT?

G. PELOSSI: Yes, that's correct.

A. MATHEWS: And that's your company?

G. PELOSSI: Yes, it was my company now but no more but it was my company.

A. MATHEWS: And why were you doing that?

10 G. PELOSSI: Because I had the feeling that he wouldn't give me what, what was reasonable.

A. MATHEWS: So this was your way of taking the profits . .

G. PELOSSI: Yes.

15 A. MATHEWS: You thought you were owed? And throughout this period of '85 to '91 roughly, how did you earn a living? I mean, what kind-, how did-, where was your income coming from?

G. PELOSSI: Oh, I had my normal work as an accountant with FMT.

A. MATHEWS: So this, this SCHREIBER was . .

G. PELOSSI: SCHREIBER was one of the clients.

20 A. MATHEWS: Just a tiny part of your arrangement?

G. PELOSSI: No, it's a good, a good-, he was a good client.

A. MATHEWS: Yes.

G. PELOSSI: Because I had about five, six companies to, to, uh, manage and it's a good client.

25 A. MATHEWS: And in this time FMT billed SCHREIBER or SCHREIBER companies for services.

G. PELOSSI: Yes.

A. MATHEWS: And were paid.

G. PELOSSI: Yes.

30 A. MATHEWS: O.K.

G. PELOSSI: Not only at that time, though, from '75, '74, or uh, '70, no '70. The first time I met SCHREIBER was in '69 or, '69, '70.

A. MATHEWS: I think you said Enrico PAGANI you knew too?

G. PELOSSI: Yes, yes.

35 A. MATHEWS: How did that happen?

G. PELOSSI: Because they, they had a company in SWITZERLAND doing the same work as in GERMANY, uh, road marking. And they made big losses. And some of them were about five, six, um, shareholders,