Subject: RE: URGENT - RAN-JET-SP Working Relationship(s) + Legal Advice + Fees - DB - Strictly Confidential.

From: George Eaton-Busfield <george@g-cv.com>

Date: 16/05/2018, 11:51

To: David Bailey <David.Bailey@healys.com>, "Jason, The JET Group" <jason.earl@thejetgroup.co.uk>

CC: Adam Voce <adam@g-cv.com>, index arb <indexarb@hotmail.com>, "Aubrey Hayward"

<aubrey.hayward@ransquawk.com>, Adam Linton <adam.linton@ransquawk.com>, "Jason, The JET Group"

<jason.earl@thejetgroup.co.uk>, Albie Turner <ast@pjmarksandco.com>, Fieldhouse

<fieldhouse@ntlworld.com>

Hi David, All,

To limit the length and cc's of this email trail whilst to try and help draft a solution to meet all parties requirements I will share draft proposal(s) via another email chain - as discussed internally this morning - and then if / once RAN / JET / OTHER have a solution established it can be reverted for approvals.

**DAVID**, I am having some very severe difficulties with 'stakeholder management' at the moment – as per my texts I would be grateful if you would call or let me know when you are free. Anytime after 12 I can do – and perhaps Adam – see below.

**ADAM**, please can you advise if you may be able to attend this call with David – I assume not? - but if so it would be good as ideally you can then help ensure the solution is delivered so as to satisfy David and other parties positions.

**JASON** – please can you confirm that you have communicated the position and the intent to secure resolution on this matter today? To Mr Pettman and to his lawyer?

As below I am trying to complete this process within 24 hours as stated so as to 'stakeholder manage' but it needs input and approval by others as indicated in the email that will ow follow and as referred to above.

Thanks in advance George

From: George Eaton-Busfield **Sent:** 15 May 2018 14:23

**To:** David Bailey <David.Bailey@healys.com>; Jason, The JET Group <jason.earl@thejetgroup.co.uk> **Cc:** Adam Voce <adam@g-cv.com>; George Eaton-Busfield <george@g-cv.com>; index arb <indexarb@hotmail.com>; Aubrey Hayward <aubrey.hayward@ransquawk.com>; Adam Linton <adam.linton@ransquawk.com>; Jason, The JET Group <jason.earl@thejetgroup.co.uk>; Albie Turner <ast@pjmarksandco.com>

Subject: URGENT - RAN-JET-SP Working Relationship(s) + Legal Advice + Fees - DB - Strictly Confidential.

Hi David.

(All, please see proposed approach to resolution also as discussed – INTERNAL ONLY – do not share.)

Hope you are well, Adam and / or I will also give you a call to follow up on this matter shortly – RAN likely need your input on this / other matters to get them sorted sensibly asap.

As per my text, I have not been materially involved in RAN / JET or related discussions / actions this last week or two (due to health reasons) but will now try and assist to expedite resolution(s).

In specific regard to your email below, with respect, I am afraid you are mistaken – the statements and assumptions you have made are incorrect and unfortunately have caused some concern here as they seem to be directly contradicting the very legal advice you gave us all / RAN on this subject. You state, 'arrangement I was putting in place to pay your fees', 'incurred for the benefit of RAN' and with

'promises from me', but surely you are aware these statements are expressly untrue and implausible given you personally advised RAN et Al they could not feasibly pay fees associated with Mr Pettmans legal situations (whether of benefit to RAN or not) - as it would / could expose them to unnecessary and unwarranted cost liabilities. If memory serves me correctly, this was one of the principal matters RAN sought advice upon, and was suitably addressed at RAN's 'Legal Strategy' meeting with you and others at 2 Hare Court – advice and meeting RAN incurred fees ~ £50,000 to obtain. To be categorical on this point also – all discussions, proposals, arrangements to try and secure Mr Pettman's expertise has been and is to do just that – to secure his expertise to facilitate and / or assist in business development, his ability to pay your fees and others we but assume be a side effect of that as I believe he has similarly relayed.

That said, we see no value in revisiting and / or debating the history at this point – indeed, we can completely sympathise if Mr Tinkler has not settled any part of your bill given you referred the business to him and I understand he has received significant remuneration to date from Mr Pettman. Relatedly, I would also add (FYI), that as a referral I believe Mr Tinkler has been very difficult to deal with and caused an inordinate amount of challenges since you introduced him.... Perhaps not one you would choose to repeat.

Anyway, as said, let's move forward positively and set about getting these matters resolved. I outline my understanding of the situation(s) below, together with an illustrative plan for all to address (which will call to discuss).

As indicated below, I feel the potential plan needs action, advice and approval from yourself and others suitably appointed and / or qualified (e.g. legal / directorial etc) in order to be finalised and actioned. Ideally this can be done today?

## <u>Understanding of Current Position - RE: Mr Pettman Remuneration Options, Livesquawk Shares & Legal Fees (all please advise in any inaccuracies):</u>

- 1. RAN and / or JET & SP like to be able to establish a working relationship with Mr Pettman whereby he can assist them with Sales and / or Business Development of product(s) and are obviously content to remunerate him for these services.
  (Such remuneration provisionally via a signing on bonus, monthly consultancy and commission structure (as best satisfies requirements) likely enable SP as a aside effect to satisfy his outstanding debts directly with Mr Tinkler and Mr Bailey and Others via initial down payment and subsequent monthly. E.g. x4 months.)
- 2. RAN / JET / all parties must acknowledge remuneration I for SP Bus Dev BD services and specifically NOT for any financing to any of his legal cases (as you advised essential David) i.e. RAN / JET must be assured that all parties recognise this as this is the exact intention !! i.e. they want to be able to leverage his business development knowledge to the benefit of the business(es) but they do NOT want to get embroiled or exposed to any litigation he has at hand and this would need to be expressly stated and agreed by all. DAVID RAN WOULD APPRECIATE YOUR ADVICE ON THIS AND BEST WAY TO STRUCTURE.
- 3. Other RAN / JET Consideration = to acquire SP's Livesquawk Shares Again side effect being SP remunerated to settle his debts. DAVID Is this possible please can it be discussed on call -what are the implications?

### Next Steps and Decisions - TARGET COMPLETION = 24 Hours

- a. Seek Input / advice / direction from David as required pre and post internal discussions. (And perhaps SP can contact KT to seek similar) on potential / proposed options herein.
- b. RAN / JET take conference call now to agree what they believe best plan / configuration of above and define required paperwork.
  - (Likely = covering offer letter to Mr Pettman, contract for services, contract for SP services, Confirmation from SP / KT / DB / SP /  $\underline{AA}$  that SP can work to provide these services with disclaimer signed by all that acknowledge remuneration relates to Business Development Services

only. Plus share transfer Docs if appropriate).

- c. Define the quantum to populate 'a'.
- d. Review and resolve other JET email from DB outstanding. (The Singhs).
- e. RAN / JET focus on business and sales.
- f. Assumedly, SP to decide separately on plans / legal advisors for his current case against Mr Daniels.

Hope this aligns to people's thinking as best I have understood it (Please advise if not).

Please note both this email and the one by myself below are both illustrative draft and do not represent professional advice. Aware with my poor health last week things stalled a little but hopefully the above provides a expedited roadmap to resolution asap within the next 24 hours.

Please can RAN / JET stakeholders (excluding desk analysts) please join a call at 2.15pm to progress this. DAVID - please can we have a call asap thereafter or even in advance re the above proposed resolution and request for input, direction and documents as may be required. Specifically:

- a. Is there any reason why RAN or JET cannot establish a working relationship along the lines of the above with SP for business Development Services?
- b. Is there any reason why RAN or JET cannot buy Livesquawk Shares or Livesquawk Holdings Shares?
- c. Are there any other considerations that should be taken into account in your opinion?

David, I will also take a look at the other email outstanding now too regarding the £10,000 on account at JET per Jason etc.

Can / should someone forward this email or a separate email / update to Stuart and / or Mr Tinkler in order they are concurrently aware of the latest situation and intentions / aspirations? – David please advise / Jason share thoughts / direction?

Kind Regards, George

From: David Bailey < David.Bailey@healys.com>

Sent: 12 May 2018 10:50

To: George Eaton-Busfield <george@g-cv.com>

Cc: 'Jason, The JET Group' <<u>jason.earl@thejetgroup.co.uk</u>>; Adam Voce <<u>adam@g-cv.com</u>>; 'index arb'

<indexarb@hotmail.com>; Adam Linton <adam.linton@aragonfinancial.co.uk>

**Subject:** RE: JET Contract with SP-AP Consultants STRICTLY CONFIDENTIAL (Senior Management Only)

### Hi George

I take it from this that the arrangement you were putting in place to pay my outstanding fees from is now not going to take place. Please can you now confirm that these fees will be paid in full without delay as they were incurred for the benefit of RAN on promises from you.

I look forward to hearing from you.

Kind regards

# David Bailey Partner and Head of Banking & Finance Commercial Litigation

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Chancery Lane



EALYS



From: stuart pettman <<u>s.pettman@yahoo.com</u>>

Sent: 30 April 2018 17:47

To: George Eaton-Busfield <george@g-cv.com>

**Cc:** Aubrey Hayward <a href="mailto:quaestusfinancial.com">; Jason, The JET Group

<<u>jason.earl@thejetgroup.co.uk</u>>; Adam Voce <<u>adam@g-cv.com</u>>; Alex Piper <<u>ap@g-cv.com</u>>; index arb

<indexarb@hotmail.com>; Adam Linton <adam.linton@aragonfinancial.co.uk>; Albie Turner

<<u>ast@pjmarksandco.com</u>>; David Bailey <<u>David.Bailey@healys.com</u>>; James <<u>james@g-cv.com</u>>; Alec

Baughan <alec.baughan@ransquawk.com>

Subject: Re: JET Contract with SP-AP Consultants STRICTLY CONFIDENTIAL (Senior Management Only)

### This Message originated outside your organization.

Good evening

Thank you for the agreement. However I will not be signing.

I wish you the best.

Stuart

Sent from my iPhone

On 30 Apr 2018, at 16:05, George Eaton-Busfield <george@g-cv.com> wrote:

Hi Jason, Aub,

### My suggestions as ever for your consideration.

As requested, please find an IB contract for Stuart in order to enable him to immediately be able to start driving revenue to JET and himself (after what I understand has been a long and difficult period where his ability to earn an income has been severely impeded over the last year or two).

(Note: I assume Alex Piper may require / want a contract also and so I shall chase that now and send through in due course presently for your consideration).

I am aware from your discussions that there is the potential that this contract may well be superseded, and / or alternate business agreement(s) made in the near future, but that the decision has been made that this will suffice for now and expedite Stuart being able to start

driving revenue asap via this agreement.

Inevitably, probably best to share thoughts and ides together on the phone – but as said to Jason just now – I think the best immediate actions to support the intention of the agreement would be:

- 1. Get the emails setup for SP & AP. (Note Advise "at the moment" / for Short Term = not to utilise RANsquawk emails given Stuart's litigation and better to act as independent(s) Like Brad Alcini at Quantos / A Baughan at Triscar.) Seeking Further legal advice but do not want to hold up ability to start to sell.
- 2. SPAP Website SPAP web presence and promotion and Get a website created asap along the lines of <a href="https://grenmanuel.com/">https://grenmanuel.com/</a> for SPAP (or at least holding page "coming soon") and then get this done asap next 7 days.
- 3. COVERING LETTER > Jason to provide a covering letter to the agreement attached, finalise all terms I will try and draft something for you. (Re: IB / Litigation / Consulting / The Future / The Past / Working Relationships / REGtech / Administrator Approval etc)
- 4. INTERNAL COMMS > I Jason / Aubrey I also think wise to perhaps send a Comms Message out to the team on this and related matters again I will try and draft something both to provide positive outlook to the future and share some insight into the Truth as relates to SP / Livesquawk etc.
- 5. PRESS / AUTHORITIES RELEASE & COMMS > I suggest that '4' co-ordinates with any external press release and further referrals of evidence etc to the authorities as I understand have already been made.
- 6. SP / LS LEGALS & RIGHTS & SHARES & ADMINISTRATION SUMMARY & NEXT STEPS (?). > Suggest be good to alongside the above have an outlined shared understanding of the current position from all sides and the options moving forward.
- 7. LETTER(S) TO ADMINISTRATOR Similar to some points above I do think worth confirming with the Administrator WHY you Jason felt had to pull out i.e. Impossible to secure the assets in the face of the fraud(s) by Daniels/ Livesquawk AND EVIDENCE? Again time allowing I will try and assist.
- 8. ENSURE INSURED ETC.
- 9. ACTIONS + INFRASTUCTURE + ORG CHART. As discussed new Org Chart / Prj Mgt & Governance Structures and Enhanced Infrastructure & Products (esp directly aligned e.g BBC Parliament etc) is coming forthwith these ideally should also enhance the points above / sales process etc. More to follow.
- 10. DEFINE TARGETS & START SELLING!!! (Going to need the revenue!! And seems to be a good position right now?) Again will try and send a separate email on this as soon as I can.

Poss Also Consider separate Sales Office In the medium term? Reminder that cashflow been severely hit this month and next – but will touch base on that separately.

Hope above helps, will call later as soon as I can to share thoughts between all etc. TIME TO ACTION & TARGET REVENUE AS NUMBER ONE OBJECTIVE (In my opinion).

Thanks George

<SPAP - IB Contract v1.1 - Copy.doc>

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Lauren Fitzgerald & Jack Wingrove are taking part in the Brighton2Brussels Charity Cycle Ride in aid of the Mayor's Charities.

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