



Prof. S. Tomas

ADVOKAT

28/08/2018, Sèr

Secretary-General
International Centre for Settlement of Investment Disputes
1818 H Street, NW
Washington DC 20433
USA
ICSIDsecretariat@worldbank.org

To attention of Legal Counsel Aïssatou Diop

Subject: unsuccessful end of negotiations in *Roščins et al. v Lithuania*, no. R2015012

Dear Secretary-General,

The Claimant has already lodged a request for arbitration on 25/02/2015 referred as R2015012 by your services, but then the Claimant went back to negotiations with the Respondent.

Unfortunately, the informal negotiations under Article 7(1) of the Latvia – Lithuania BIT between my Client and the Government of Lithuania on the dispute with your internal reference R2015012 that lasted from 2015 to 31/07/2018 were fruitless, and I have the honour to lodge the current amended Request for Arbitration under Article 36 of the ICSID Convention and Article 7(2)(2) of the Latvia – Lithuania BIT.

Warm regards
Prof. Stanislovas Tomas

INTERNATIONAL CENTRE FOR SETTLEMENT OF INVESTMENT DISPUTES

Oļegs ROŠČINS

Claimant

v.

LITHUANIA

Represented by its Ministry of Justice, at 30 Gedimino ave.,
Vilnius LT-01104, email: rastine@tm.lt, tel.: +370 608 77507

Respondent

AMENDED REQUEST FOR ARBITRATION

28/08/2018

**Professor Stanislovas TOMAS, PhD (Sorbonne), LLM, MPhil, MRes, LLB, BA, Esq
Counsel for the Claimant
Sèr, Îles d'la Manche**

stanislovas.tomas@gmail.com
(preferred instead of hard copies)

+370 608 77507 (WhatsApp & Viber)
Address for hard copies if impossible to avoid:
1, Rue Ténao, app. 31B, Monaco 98000

I. JURISDICTION

- 1 Claimant Oļegs Roščins is a Latvian national (Enclosure 1) who made an investment of
- 1) \$ 14 498 668.75 (i.e., \$ 3 650 000.00 with his (Enclosure 2) company Korofalt Ventures Ltd., \$ 3 700 245.53 with his (Enclosure 3) company Logotreck Products Inc., \$ 1 988 149.25 with his (Enclosure 4) company Machinery Trade SA, \$ 3 860 000.00 with his (Enclosure 5) company Mita Group Ltd., and \$ 1 300 273.97 with his (Enclosure 6) company Advanta Corporation),
 - 2) € 765 101.68 with his company Machinery Trade SA,
 - 3) CHF 25 160.25 with his company Machinery Trade SA,
- in Lithuania.
- 2 All the amounts together will be referred to as *Investment*. All the companies together will be referred to as *Roscins Companies*.
- 3 Therefore, the Latvia – Lithuania Bilateral Investment Treaty (hereafter – BIT) signed on 07/02/1996 (Enclosure 7) is applicable.
- 4 Under Article 12(1) of the BIT, Latvia informed Lithuania about its ratification and published all the relevant information in the Latvian Official Gazette (“Latvijas vēstnesis”) no. 84(569) on 15/05/1996.
- 5 Under Article 12(1) of the BIT, Lithuania informed Latvia about its ratification and published all the relevant information in the Lithuanian Official Gazette (“Valstybes zinio”) no. 76-1826 on 09/08/1996.
- 6 Article 12(2) of the BIT provides a possibility to resign it by a letter of a Contracting State after 07/02/2011, however such a letter has never been sent, and the BIT is mentioned as valid on both official legislation websites of both Contracting States:
- 1) <https://e-seimas.lrs.lt/portal/legalAct/lt/TAD/TAIS.88119> (Parliament of Lithuania, Enclosure 8)
 - 2) and <https://likumi.lv/ta/id/40180-par-latvijas-republikas-valdibas-un-lietuvas-republikas-valdibas-ligumu-par-ieguldijumu-veicinasanu-un-aizsardzibu> (Parliament of Latvia, Enclosure 9).
- 7 The amounts of \$ 14 498 668.75, € 765 101.68, and CHF 25 160.25 were held as deposits in bank accounts, and they qualify as investment within the meaning of Article 1(1) of the BIT, which provides: “**The term investment shall mean every kind of asset invested by an investor of one Contracting Party in the territory of the other Contracting Party**”. The definition is broad and makes a precision that there would be no complete list of possible forms of investment.

- 8 In *Gavrilović et al v Croatia*, no. ARB/12/39, § 177, the Arbitral Tribunal provided: “The use of the phrase *in particular, though not exclusively* in introduction, which precedes the examples of investments listed in the subparagraphs that follow, indicates that the list is not exhaustive and is merely illustrative of the types of *assets* that constitute investment.”
- 9 In *AIYY v Czech Republic*, no. UNCT/15/1, § 195, the Arbitral Tribunal explains “that there are no definitions of limitations in the Treaty of the term *every kind of asset*”.
- 10 In *Masdar v Spain*, no. ARB/14/1, § 195, the Tribunal notes that the definition of *investment* protected by investment treaties “is an extremely broad definition”.
- 11 Thus, there is no doubt the term of *investment* includes bank deposits.
- 12 On 17/04/2015, a lawyer of my Client served the notice of dispute in the sense of Article 7(1) of the BIT to the Respondent (Enclosure 13).
- 13 Behaviour of the Respondent was very arrogant during the negotiations under Article 7(1) of the BIT. First, the Respondent acting via Robert Volterra and Vilija Parvan refused to communicate with the Claimant, since the Claimant had not produced evidence in Enclosures 2 – 6 before 14/09/2015, despite the fact that the Claimant had produced this evidence already in July 2011 while exhausting internal judicial remedies. Then, on November 2, 3, 15 and 16, 2016, Mr. Rolandas Valiūnas, employer of Vilija Parvan, refused to communicate with the Claimant, since there was not authorisation from the Respondent (Enclosure 14). The Claimant still continued to contact Mr. Valiunas even after his arrogant ignorance. This amounts to a lack of response in the sense of *Antin et al v Spain*, no. ARB/13/31, § 356.
- 14 On 20/07/2018, I served the final offer of the Claimant to the Respondent setting 31/07/2018 as the final date to accept it (Enclosure 15). The Respondent rejected the offer dated 20/07/2018, and in this manner the Article 7(1) BIT procedure was concluded.
- 15 Under Article 7(2)(2) of the BIT, submitting the dispute to the ICSID arbitration is a right, which does not require a consent of the Contracting State upon entry into force of the BIT.
- 16 The present dispute is not subject to any exclusions to ICSID jurisdiction.
- 17 The BIT does not require exhaustion of local remedies, but they have in any event been completely exhausted in the present dispute.

II. FACTS

- 18 The Claimant is the only shareholder and the only director of
- 1) Korofalt Ventures Ltd. (hereafter – Korofalt), incorporated in the BVI, by using which the Claimant invested \$ 3 650 000.00 in Lithuania,

- 2) Logotreck Products Inc. (hereafter – Logotreck), incorporated in the BVI, by using which the Claimant invested \$ 3 700 245.53 in Lithuania,
 - 3) Machinery Trade SA (hereafter – Machinery), incorporated in the BVI, by using which the Claimant invested \$ 1 988 149.25, € 765 101.68, and CHF 25 160.25 in Lithuania,
 - 4) Mita Group Ltd. (hereafter – Mita), incorporated in the BVI, by using which the Claimant invested \$ 3 860 000.00 in Lithuania,
 - 5) Advanta Corporation (hereafter – Advanta), incorporated in Nevis, by using which the Claimant invested \$ 1 300 273.97 in Lithuania.
- 19 On 06/09/2006, the Financial Crimes Investigation Service under the Ministry of Interior starts pre-trial investigation no. 06-1-01060-06, and freezes the Investment upon a suspicion of money laundering.
- 20 On 05/07/2011, the Office of the Kaunas Regional Prosecutor enters Resolution to discontinue the pre-trial investigation no. 06-1-01060-06 in respect of Roscins Companies due to absence of criminal activity, but to transfer the whole investment to State ownership under allegation that the owner of the investment was unknown (Enclosure 10).
- 21 The State Tax Inspection lodged a claim with the Kaunas City District Court seeking to obtain recognition that the Investment had no owner, that the owner of the Roscins Companies was unknown, and in order to establish the State ownership over the Investment in this manner. On 08/12/2011 the Kaunas City District Court dismissed the claim.
- 22 The State Tax Inspection appealed, and on 05/07/2012, the Kaunas Regional Court entered Decision in the civil case no. 2A-715-480/2012 reversing the Decision of the first instance, recognising that the Investment had no owner, and transferring the ownership to the State.
- 23 On 30/09/2012, Korofalt, Mita, Machinery and Advanta issued cassation appeal, and it was dismissed by the Lithuanian Supreme Court on 18/01/2013 (Enclosure 11).
- 24 Logotreck issued cassation appeal on 03/12/2014, and the Lithuanian Supreme Court declared it inadmissible on 05/12/2014 (Enclosure 12).
- 25 On 25/02/2015, the Claimant and his companies lodged a request for arbitration with the ICSID, however it had certain irregularities, and the Claimant decided to make an additional attempt to negotiate with the Respondent.
- 26 On 17/04/2015, the Claimant served the notice of dispute in the sense of Article 7(1) of the BIT to the Respondent (Enclosure 13).
- 27 Behaviour of the Respondent was very arrogant during the negotiations under Article 7(1) of the BIT. First, the Respondent acting via Robert Volterra and Vilija Parvan refused to communicate with the Claimant, since the Claimant had not produced evidence in Enclosures 2 – 6 before 14/09/2015, despite the fact that the Claimant had produced this evidence already in July 2011

while exhausting internal judicial remedies. Then, on November 2, 3, 15 and 16, 2016, Mr. Rolandas Valiūnas, employer of Vilija Parvan, refused to communicate with the Claimant, since there was not authorisation from the Respondent (Enclosure 14). The Claimant still continued to contact Mr. Valiunas even after his arrogant ignorance. This amounts to a lack of response in the sense of *Antin et al v Spain*, no. ARB/13/31, § 356.

28 On 20/07/2018, I served the final offer of the Claimant to the Respondent setting 31/07/2018 as the final date to accept it (Enclosure 15). The Respondent rejected the final offer, and in this manner the Article 7(1) BIT procedure was concluded.

III. ASSESSMENT

III.1. Identity of the owner of the Investment.

29 The identity of the Claimant as the sole owner, the sole manager of the Roscins Companies investing the Investment in Lithuania is perfectly proved by Enclosures 2 – 6.

30 At no stage, nor during the internal judicial proceedings, neither during the negotiations under Article 7(1) of the BIT, the Contracting State provided a coherent and reasonable explanation of its doubts.

31 Nevertheless, it shall be reminded that in *Antin et al v Spain*, no. ARB/13/31, § 260, the Tribunal explained that, for the purposes of investment treaty protection, the investment should be owned or controlled directly or indirectly by the investor. This is much lower standard than proven by the evidence in Enclosures 2 – 6.

III.2. Breach of Article 4(1)(A), Article 4(1)(B), Article 4(1)(C) of the BIT, as well as Article 2 of the BIT due to failure to apply Article 1 of the Protocol no. 1 to the European Convention of Human Rights, and Article 2(3)(1) of the International Covenant on Civil and Political Rights.

32 On 06/09/2016, the Respondent freezes the Investment of the Claimant. This is a measure with an effect equivalent to an expropriation.

33 On 05/07/2011, the Respondent transfers the Investment into the property of the Respondent. This is the expropriation itself.

34 The act of transferring private property to the State is an act of expropriation (nationalisation).

III.2.1. Breach of Article 4(1)(A) of the BIT.

- 35 The expropriation was not provided by law. No law authorises the Respondent to expropriate property on the basis of a mere declaration that the owner is unknown, and that evidence confirmed by competent foreign authorities could not be accepted.
- 36 It shall be underlined that the definition of “investor” is much broader under the BIT, since it includes not only the actual owner (the Claimant as proven by Enclosures 2 – 6), but also even an indirect controller of the property in the sense of § 260 of the Award in *Antin et al v Spain*, no. ARB/13/31.
- 37 There is no public need to expropriate bank deposits like the Investment under consideration. The public is interested in keeping secure private property.
- 38 Thus, the expropriation was not for public needs, and not provided by law, contrary to Article 4(1)(A) of the BIT.

III.2.2. Breach of Article 4(1)(B) of the BIT.

- 39 The expropriation was discriminatory, since there is no even a single case where property of a domestic investor would be expropriated on the ground of alleged absence of owner despite a confirmation from the Lithuanian Centre of Registries stating that the person is the actual owner. The documents in Enclosures 2 – 6 were in possession of the Respondent.
- 40 Discriminatory expropriation breaches Article 4(1)(B) of the BIT.

III.2.3. Breach of Article 4(1)(C) of the BIT, as well as Article 2 of the BIT due to failure to apply Article 1 of the Protocol no. 1 to the European Convention of Human Rights, and Article 2(3)(1) of the International Covenant on Civil and Political Rights.

- 41 Article 4(1)(C) of the BIT requires paying prompt, adequate and effective compensation for expropriation. The Contracting State still fails to do so.
- 42 Article 2 of the BIT requires the Contracting State to apply other law encouraging investment, which includes Article 1 of the Protocol no. 1 to the European Convention of Human Rights, and Article 2(3)(1) of the International Covenant on Civil and Political Rights.
- 43 Article 1 of the Protocol no. 1 to the European Convention of Human Rights requires paying compensation for expropriation.
- 44 The right to effective remedy under Article 2(3)(1) of the International Covenant on Civil and Political Rights as explained in §§ 12 and 13 of the United Nations Human Rights Committee’s Concluding Observations no. CCPR/C/SWZ/CO/1 dated 23/08/2017 also requires expropriation

(nationalisation) to be promptly and adequately compensated in a case where the very property right is recognised by Article 23(3) the Lithuanian Constitution.

45 Article 23(3) of the Lithuanian Constitution provides that property may be expropriated only in situations established by law, and upon payment of a fair compensation. No Lithuanian law provides that property may be expropriated upon a suspicion that it is difficult to establish its owner. In any event, no fair compensation had ever been paid to the Claimant.

III.3. Breach of FET under Article 3(1)(1) of the BIT.

III.3.1. Right to be informed about expropriation in advance.

46 By § 322 of the Award in *Odin v Libya*, 20355/MCP, the Tribunal has explained that

*a minimum requirement of fairness and equity would entail that **investors are informed in advance that a decision to expropriate their investment is contemplated, and are given a reasonable opportunity to engage in a dialogue with the government to find an adapted solution.***

47 The latter conclusion is fully supported by the UNCTAD, *Fair and Equitable Treatment, Series on Issues in International Investment Agreements*, at 51, UNCTAD/ITE/IIT/11 (Vol. III, 1999).

48 The Claimant was not informed in advance neither about the forthcoming decision of the Kaunas Prosecution dated 06/09/2006, nor about the future decision of the Kaunas Prosecution dated 05/07/2011 to expropriate the Investment. Thus, the Respondent breached the FET in the sense of § 322 of the Award in *Odin v Libya*.

III.3.2. Protection from arbitrary, inconsistent and unreasonable behaviour, and irrational policy.

49 Article 3(1)(1) of the BIT provides the principle of fair and equitable treatment (hereafter – FET).

50 Transferring the whole Investment into State ownership is a gross breach of FET.

51 § 518 of *Antin et al v Spain*, no. ARB/13/31, provides that

The ordinary meaning of the words “fair” and “equitable” is commonly found in the dictionary. According to the Oxford English Dictionary “fair” means “just, unbiased, equitable, impartial, legitimate.”⁷⁵⁶ In turn, “equitable” is defined as “characterised by equity or fairness”, where “equity” means “fairness; impartiality; even-handed dealing.”

In Spanish, another official language of the ECT and the language of the Respondent, the dictionary of the Spanish language of the Real Academia Española defines “fair” as “in accordance with justice and reason”⁷⁵⁸ and “equitable” as “having equity”, i.e., “equality of disposition”, and, more specifically, “disposition that moves to give each one what he deserves.” These terms, however, cannot be interpreted in separation from the treaty’s context, object and purpose.

- 52 § 98 of the Award in *Waste Management v Mexico*, no. ARB(AF)/98/2, provides that “*the minimum standard of treatment of fair and equitable treatment is infringed by conduct attributable to the State and harmful to Claimant if the conduct is arbitrary, grossly unfair, unjust or idiosyncratic, discriminatory and exposes Claimant to sectional or racial prejudice, or involves a lack of due process leading to an outcome which offends judicial propriety - as might be the case with a manifest failure of natural justice in judicial proceedings or a complete lack of transparency and candour in an administrative process*”.
- 53 As it is explained by § 360(11)-(13) of the Award in case *Antabis et al v Czech Republic*, no. 2014-01, FET implies:

- 1) Protection from arbitrary or unreasonable behaviour is subsumed under the FET standard following the Awards in *Oxus Gold v Uzbekistan*, § 323; *Tecmed v Mexico*, no. ARB(AF)/00/2, § 154; *CMS Gas Transmission Co v Argentina*, no. ARB/01/8, § 290; *Bayindir v. Pakistan*, no. ARB/03/29, § 178.
- 2) It will also fall within the obligation not to impair investments by “unreasonable... measures” or “arbitrary ... measures” following the Award in *AMTO v Ukraine*, no. 080/2005, § 74.
- 3) The investor is entitled to expect that the State will not act in a way which is manifestly inconsistent or unreasonable (i.e. unrelated to some rational policy), following the Awards in *Saluka Investments BV v Czech Republic*, § 309, *Philip Morris Brands SÀRL v Uruguay*, no. ARB/10/7, § 322; *Sempre Energy International v Argentina*, no. ARB/02/16, § 318; *Plama Consortium Ltd v Bulgaria*, no. ARB/03/24, § 184; *AES Summit Generation Ltd v Hungary*, no. ARB/07/22, § 10.3.7 (“*the existence of a rational policy; and the reasonableness of the act of the state in relation to the policy*”); *Binder v Czech Republic*, § 447; *Micula v Romania*, no. ARB/05/20, §§ 520 and 525 (“*in the implementation of that policy, the state’s acts have been appropriately tailored to the pursuit of that rational policy with due regard for the consequences imposed on investors*”); *Electrabel SA v Hungary*, no. ARB/07/19, § 155 (“*a legitimate policy objective,*

necessary for that objective, and not excessive considering the relative weight of each interest involved”).

- 54 The expropriation of the Investment was arbitrary, since the Respondent did not try addressing the Roscins Companies with the respective question on their ownership, did not try investigating the issue in order to find the owner of the Roscins Companies.
- 55 The arbitrary nature is manifested *inter alia* by transferring all the Investment into the property of the Respondent instead of keeping it frozen until the clarifications on the ownership title.
- 56 The expropriation of the Investment was inconsistent, since if you do not believe that the Claimant is the owner, then consistency requires finding the real owner. The expropriation is even more inconsistent having regard to the fact that none of the Roscins Companies bank accounts was frozen after the expropriation, and that all the Roscins Companies continue operating bank accounts in Lithuania, accept money, and transfer money. Their activity is not declared criminal, illegal or irregular in any other manner.
- 57 The expropriation of the Investment was unreasonable, since the Claimant provided the Respondent with the evidence in Enclosures 2 – 6, and the Respondent (its courts, its Ministry of Justice, and its counsels) failed to explain why wouldn't they accept this evidence.
- 58 By § 525 of the Award in case *Antabis* the Tribunal has explained that *“for a state’s conduct to be reasonable, it is not sufficient that it be related to a rational policy; it is also necessary that, in the implementation of that policy, the state’s acts have been appropriately tailored to the pursuit of that rational policy with due regard to the consequences imposed on investors.”*
- 59 Nevertheless, the policy of the Respondent was irrational. In this manner the Respondent acts contrary to the objective of the BIT to promote investment, and scares investors with the fact that any ownership may be declared ownerless and expropriated.
- 60 The consequences of the expropriation for the Claimant is losing full ownership, and therefore shall be assessed as very serious and contrary to the objective of the BIT.

III.3.3. Protection from radical and unexpected change in the essential characteristics of the legal regime.

- 61 By §§ 694 and 695 of the Award in the case *Novenergia II v Spain*, no. 2015/063/1, the Tribunal has explained that FET includes protection from radical and unexpected change in the essential characteristics of the legal regime:

694. [...] Nevertheless, in the Tribunal's opinion, the economic effect on a claimant's investment is an important factor in the balancing exercise pursuant to Article 10(1) as well, as it can go towards showing a change in the essential characteristics of the legal regime relied upon by investors in making long-term Investment.

694. Taking into account the Kingdom of Spain's statements and assurances prior to and in connection with the implementation of RD 661/2007, the legitimate expectations of the Claimant, and the changes introduced through RDL 9/2013, the Tribunal considers these challenged measures as radical and unexpected.

62 At no point before the expropriation the Claimant could imagine that the legal regime could be changed in a manner declaring his Investment to have no owner, and that instead of proving the alleged existence of another owner, the Investment would be expropriated in their entirety.

63 The change is unexpected, because the Claimant was conducting normal administration of his bank accounts.

64 The change is radical, because the Investment are expropriated in their entirety.

65 The change falls “outside the acceptable range of legislative and regulatory behaviour” in the sense of *AES Summit Generation Limited et al. v. Hungary*, no. ARB/07/22, since the Respondent (its courts, ministries, and counsels) denied clear and obvious evidence about the fact of Claimant’s ownership, and failed to prove any other owner.

66 The change “entirely transform[ed] and alter[ed] the legal and business environment under which the investment was decided and made” within the meaning of § 275 of the Award in *CMS Gas Transmission Company v. Argentina*, no. ARB/01/8. The Claimant would not open any bank account in Lithuania had he the knowledge of such possible developments.

III.3.4. Conclusion on the breaches of FET.

67 The Respondent breached FET by breaching the right of the Respondent to be informed and consulted about the expropriation in advance, by acting arbitrarily, inconsistently and unreasonably in implementing its irrational policy, and by radically and unexpectedly changing the essential characteristics of the legal regime.

III.4. Damages.

68 For these breaches, the whole Investment shall be compensated to the Claimant, i.e., \$ 14 498 668.75, € 765 101.68, and CHF 25 160.25.

III.5. Interest.

III.5.1. Pre-award interest.

69 Article 6.210 of the Lithuanian Civil Code provides:

1. The debtor having missed the time-limit for execution of a monetary duty must pay the annual interest of five percent on the sum the time-limit for the payment of which was missed, unless the laws or agreements provide another level of interest.

2. When both parties are businessmen or private legal persons, then the annual interest of six percent is payable for missing the time-limit, unless the laws or agreements provide another level of interest.

70 The aim of Article 6.210 of the Lithuanian Civil Code is to defend the weaker party who is not related to business, but this protection may not be applied to the Respondent who shall be assimilated with a business. Therefore, the 6 % annual interest is applicable under Article 6.210 of the Lithuanian Civil Code.

71 Article 1765 of the Latvian Civil Law provides:

The amount of interest should be precisely determined in an act or transaction. If this is not done, as well as in the case where the law determines the calculation of legal interest, that is six percent a year.

72 Article 1765 of the Latvian Civil Law does not provide any exception from the 6 % rule.

73 The Claimant is Latvian, and therefore, as it is explained by § 532 of the Award in *Olin v Libya*, no. 20355/MCP, the Latvian 6 % interest is applicable. Even more so given the fact that this conclusion is supported by Article 6.210(2) of the Lithuanian Civil Code.

74 The principle set by § 846 of the Awards in *Novenergia II v Spain*, 2015/063, by § 665 of *Masdar v Spain*, no. ARB/14/1, by § 97 of *Maffezini v Spain*, no. ARB/97/7, by § 131 of *Metalclad v Maxico*, no. ARB(AF)/97/1, and by § 478 of *Eiser v Spain*, no. ARB/13/26, requires application of the interest compounded monthly. The same conclusion follows from § 533 in *Olin v Libya*, since no interest is included in the very amount of \$ 14 498 668.75, € 765 101.68, and CHF 25 160.25.

75 Thus, 6 % annual interest compounded monthly shall be applied to the pre-award compensation.

III.5.2. Post-award interest.

76 It is explained in § 733 of the Award in *Antin et al v Spain*, no. ARB/13/31, in § 665 of *Masdar v Spain*, no. ARB/14/1, by § 97 of *Maffezini v Spain*, no. ARB/97/7, by § 131 of *Metalclad v Maxico*, no. ARB(AF)/97/1, and by § 478 of *Eiser v Spain* ARB/13/26, that the principle of prompt compliance with the award requires applying a higher post-award interest in order to facilitate its execution.

77 There is a reason to believe that the Respondent will postpone the execution of the award, as well as make obstacles to its execution. During the pre-arbitration negotiations, the Respondent

employed the same arguments for non-execution of the future Award as those dismissed by §§ 178 – 203, 225 – 235, 322, 339 of the Decision on Annulment in the case *Micula et al v Romania*, no. ARB/05/20, by §§ 213, 214, 224 – 228 of the Award in *Antil et al v Spain*, no. ARB/13/31, by §§ 311 – 313, 321, 328 – 330, 336 – 339, 678, 679 of the Award in *Masdar v Spain*, no. ARB/14/1, by § 183 of the Award in *PV Investor v Spain*, no. 2012-14, by §§ 633, 634, 636, 640, 654 of the Award in *Isolux v Spain*, no. V2013/153, § 77 of the Decision on Jurisdiction in *Oostergetel et al v Slovakia*, by the Decision on Jurisdiction in *RREEF at al v Spain*, no. ARB/13/30, §§ 430, 444, 445 of the Award in *Charanne v Spain*, no. V 062/2012, § 4.147 of the Decision on Jurisdiction in *Electrabel v Hungary*, no. ARB/07/19, by §§ 453, 459 – 465 of the Award in *Novenergia II v Spain*, no. 2015/063/1, by Procedural Order no. 17 in *Novenergia II v Spain*, no. 2015/063. The persistence of the Respondent on the dismissed arguments is dangerous and justifies application of a higher post-award interest.

- 78 By § 1324 of the Award in *Gavrilović v Croatia*, no. ARB/12/39, the Tribunal increased the interest with 2 %. This line is also followed in a number of other Awards.
- 79 Thus, the Claimants requests awarding the post-award interest of 8 % compounded monthly.

III.6. Costs.

- 80 The Respondent shall pay the totality of legal costs of the Claimant, as well as the totality of the Tribunal's costs.
- 81 The legal assistance to the Claimant shall be evaluated by € 500 000.00, and this amount shall be added to the damages.
- 82 The costs of the ICSID Arbitral Tribunal currently stand at \$ 25 000, and shall be added to the damages, as well as other future costs.

IV. PROCEDURAL ISSUES

- 83 There is no agreement between the parties regarding the number of arbitrators or the method for the constitution of the Arbitral Tribunal. For the purposes of Rule 2 of the ICSID Arbitration Rules, the Claimant proposes a three-member Arbitral Tribunal be appointed, and the 30-day time limit run from the date of registration of this Request for Arbitration.
- 84 Claimants propose that the Arbitral Tribunal be appointed in accordance with the following procedure:
- 1) Within 30 days of the registration of the Request, the Claimant shall appoint his arbitrator.
 - 2) Within 30 days of the appointment of the Claimants' arbitrator, the Respondent shall appoint its arbitrator.

- 3) In the event that a party fails to appoint its arbitrator, or that the two party-appointed arbitrators are unable to reach agreement on the President of the Arbitral Tribunal within the time limits specified above, the Chairman of the ICSID Administrative Council shall appoint the arbitrator or arbitrators not yet appointed and shall designate the President of the Arbitral Tribunal.

85 It is requested that the place of arbitration be at the seat of ICSID in Paris, France, and that the language of the arbitration be English.

86 The Claimant designates the email stanislovas.tomas@gmail.com for all communications.

V. ORDER REQUESTED

87 The Claimant kindly requests the ICSID Arbitral Tribunal to order that

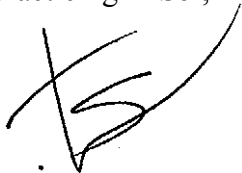
- 1) The Contracting State has breached Articles 3(1)(1), 4(1)(A), 4(1)(B), 4(1)(C), and 2 of the BIT, as well as Article 1 of the Protocol no. 1 to the European Convention of Human Rights, Article 2(3)(1) of the International Covenant on Civil and Political Rights, and Article 23(3) the Lithuanian Constitution;
- 2) The Contracting State shall pay compensation for the expropriation in the amount of \$ 14 498 668.75, € 765 101.68, and CHF 25 160.25 under the annual interest of 6 % compounded monthly from 06/09/2006 to the day of the Award, and under the annual interest of 8 % compounded monthly from the day following the Award to the day of its execution;
- 3) The Contracting State shall pay € 500 000 of legal fees of the Claimants, as well as the totality of the costs of the ICSID Arbitral Tribunal.

VI. ENCLOSURES

- Enclosure 1. Latvian passport of the Claimant.
- Enclosure 2. Corporate documents of Korofalt Ventures Ltd.
- Enclosure 3. Corporate documents of Logotreck Products Inc.
- Enclosure 4. Corporate documents of Machinery Trade SA.
- Enclosure 5. Corporate documents of Mita Group Ltd.
- Enclosure 6. Corporate documents of Advanta Corporation.
- Enclosure 7. Latvia – Lithuania Bilateral Investment Treaty signed on 07/02/1996.
- Enclosure 8. Extract from the website of the Parliament of Lithuania confirming that the BIT is still in force.
- Enclosure 9. Extract from the website of the Parliament of Latvia confirming that the BIT is still in force.
- Enclosure 10. Resolution by the Office of the Kaunas Regional Prosecutor dated 05/07/2011.
- Enclosure 11. Order of the Lithuanian Supreme Court dated 18/01/2013.
- Enclosure 12. Order of the Lithuanian Supreme Court dated 05/12/2014.
- Enclosure 13. Notice of Dispute dated 17/04/2015.
- Enclosure 14. SMS communication with the Respondent from 2 to 16/11/2016.
- Enclosure 15. Final Offer dated 20/07/2018.
- Enclosure 16. Power of attorney.

Warm regards

Professor Stanislovas TOMAS, PhD (Sorbonne), LL.M, MPhil, MRes, LLB, BA, Esq
Advocate no. 116 at the Russian Foreign Advocates Registry
practicing in Sèr, Îles d'la Manche



Ref: KOROFALT VENTURES LTD.
Certificate of Incumbency

APOSTILLE
(Convention de La Haye du 5 Octobre, 1961)

- 1. Country This public document British Virgin Islands
- 2. has been signed by: B. Lauralee Riley
- 3. Acting in the capacity of: Notary Public
- 4. Bears the Seal/Stamp of: B. Lauralee Riley

CERTIFIED

- 5. At: Road Town
- 6. On: 31st day of March, 2015
- 7. By:
- 8. No.:

Deputy Governor

G 366417

- 9.
- 10. Signature:



[Handwritten Signature]

 Deputy Governor

NOTARIAL CERTIFICATE

I, B. Lauralee Riley a Notary Public for the Territory of the British Virgin Islands, and practising in Road Town, Tortola, British Virgin Islands DO HEREBY CERTIFY AND ATTEST that the attached Certificate of Incumbency of **KOROFALT VENTURES LTD.**, a Business Company incorporated in the Territory of the British Virgin Islands under the International Business Company Act, (Cap. 291) on the 17th day of October, 2005, and re-registered under the BVI Business Companies Act, 2004 on the 01st day of January, 2007 with BVI BC Number 680999, has been executed by Astrid Cornelius-Jones and Jacinth Ward duly authorised signatories of Commonwealth Trust Limited, Registered Agent of the Company.

Dated 31st day of March, 2015.



B. Lauralee Riley
Notary Public, British Virgin Islands



CERTIFICATE OF INCUMBENCY

We, Commonwealth Trust Limited of Drake Chambers, P. O. Box 3321, Road Town, Tortola, British Virgin Islands, the appointed Registered Agent of **KOROFALT VENTURES LTD.**, a company incorporated in the British Virgin Islands (the 'Company') do hereby certify that according to the records kept at the Company's Registered Office:

1. The Company is in good standing.
2. The Company was incorporated in the British Virgin Islands under the International Business Companies Act (Cap. 291), on the 17th day of October, 2005 and automatically re-registered under the BVI Business Companies Act, 2004 on the 01st day of January, 2007 as BVI Company Number 680999.
3. The Registered Office address of the Company is at the offices of Commonwealth Trust Limited, Drake Chambers, P. O. Box 3321, Road Town, Tortola, British Virgin Islands.
4. The Director(s) of the Company, according to the Register of Directors maintained at the Registered Office of the Company, is/are as follows:

OLEGS ROSCINS	Appointed on: 11th day of July, 2012
----------------------	--

5. The Shareholder(s) of the Company, according to the Register of Members maintained at the Registered Office of the Company, is/are as follows:

OLEGS ROSCINS holder of 50,000 shares	Issue Date: 11th day of July, 2012
--	--

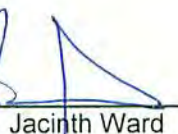
6. The authorized capital of the Company is US\$50,000.00 divided into 50,000 shares with a par value of US\$1.00 each.
7. To the best of our knowledge, information and belief, no formal notice has been served at the Registered Office of the Company, that the Company is in default under any laws, statute, regulation, indenture, mortgage, trust deed, agreement or other instrument, arrangement, obligation or duty, to which it is a party or by which it is bound.
8. To the best of our knowledge, information and belief, no formal notice has been served at the Registered Office of the Company, that litigation or administration or arbitration proceedings before or of any court or tribunal, arbitrator, administrative or governmental authority are presently in process or pending or threatened against the Company.
9. No Entries have been made on the Company's register of charges maintained pursuant to section 162 of the Act and the Company did not and does not maintain a register of mortgages, charges and other encumbrances pursuant to section 70A(2) of the IBC Act.
10. To the best of our knowledge, no action has been taken to wind up the affairs of the Company.

Dated 31st day of March, 2015



Astrid Cornelius-Jones

For and on behalf of Commonwealth Trust Limited
Registered Agent of **KOROFALT VENTURES LTD.**



Jacinth Ward



This Certificate of Incumbency has been prepared on receipt of a written request and is limited to the information that was requested in the written request. The information contained in this Certificate of Incumbency issued by us as Registered Agent of the Company is limited to the information held at the Registered Office of the Company.

Ref: LOGOTRECK PRODUCTS INC.
Certificate of Incumbency

APOSTILLE
(Convention de La Haye du 5 Octobre, 1961)

1. Country This public document British Virgin Islands
2. has been signed by: B. Lauralee Riley
3. Acting in the capacity of: Notary Public
4. Bears the Seal/Stamp of: B. Lauralee Riley

CERTIFIED

5. At: Road Town
6. On: 31st day of March, 2015
7. By: **Deputy Governor**
8. No.: 6366416

9.



10. Signature:

[Handwritten Signature]
.....
Deputy Governor

NOTARIAL CERTIFICATE

I, B. Lauralee Riley a Notary Public for the Territory of the British Virgin Islands, and practising in Road Town, Tortola, British Virgin Islands DO HEREBY CERTIFY AND ATTEST that the attached Certificate of Incumbency of **LOGOTRECK PRODUCTS INC.**, a Business Company incorporated in the Territory of the British Virgin Islands under the BVI Business Companies Act, 2004 on the 03rd day of January, 2006 with BVI BC Number 1002090, has been executed by Astrid Cornelius-Jones and Jacinth Ward duly authorised signatories of Commonwealth Trust Limited, Registered Agent of the Company.

Dated 31st day of March, 2015.



B. Lauralee Riley
Notary Public, British Virgin Islands



CERTIFICATE OF INCUMBENCY

We, Commonwealth Trust Limited of Drake Chambers, P. O. Box 3321, Road Town, Tortola, British Virgin Islands, the appointed Registered Agent of **LOGOTRECK PRODUCTS INC.**, a company incorporated in the British Virgin Islands (the 'Company'), do hereby certify that according to the records kept at the Company's Registered Office:

1. The Company is in good standing.
2. The Company was incorporated in the British Virgin Islands under the BVI Business Companies Act, 2004, on the 03rd day of January, 2006 as BVI Company Number 1002090.
3. The Registered Office address of the Company is at the offices of Commonwealth Trust Limited, Drake Chambers, P. O. Box 3321, Road Town, Tortola, British Virgin Islands.
4. The Director(s) of the Company, according to the Register of Directors maintained at the Registered Office of the Company, is/are as follows:

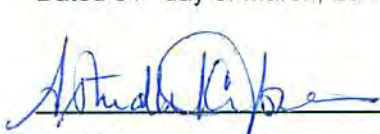
OLEGS ROSCINS	Appointed on: 11th day of July, 2012
----------------------	--

5. The Shareholder(s) of the Company, according to the Register of Members maintained at the Registered Office of the Company, is/are as follows:

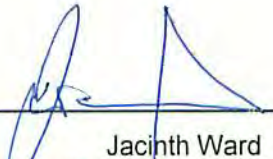
OLEGS ROSCINS holder of 1,000 shares	Issue Date: 11th day of July, 2012
---	--

6. The Company is authorised to issue 50,000 no par value shares of a single class.
7. To the best of our knowledge, information and belief, no formal notice has been served at the Registered Office of the Company, that the Company is in default under any laws, statute, regulation, indenture, mortgage, trust deed, agreement or other instrument, arrangement, obligation or duty, to which it is a party or by which it is bound.
8. To the best of our knowledge, information and belief, no formal notice has been served at the Registered Office of the Company, that litigation or administration or arbitration proceedings before or of any court or tribunal, arbitrator, administrative or governmental authority are presently in process or pending or threatened against the Company.
9. No Entries have been made on the Company's register of charges maintained pursuant to section 162 of the Act.
10. To the best of our knowledge, no action has been taken to wind up the affairs of the Company.

Dated 31st day of March, 2015



Astrid Cornelius-Jones
For and on behalf of Commonwealth Trust Limited
Registered Agent of **LOGOTRECK PRODUCTS INC.**



Jacinth Ward



This Certificate of Incumbency has been prepared on receipt of a written request and is limited to the information that was requested in the written request. The information contained in this Certificate of Incumbency issued by us as Registered Agent of the Company is limited to the information held at the Registered Office of the Company.

THE UNIVERSITY OF CHICAGO

THE UNIVERSITY OF CHICAGO
DIVISION OF THE PHYSICAL SCIENCES
DEPARTMENT OF CHEMISTRY

DEPARTMENT OF CHEMISTRY
5700 SOUTH CAMPUS DRIVE
CHICAGO, ILLINOIS 60637

DEPARTMENT OF CHEMISTRY
5700 SOUTH CAMPUS DRIVE
CHICAGO, ILLINOIS 60637

DEPARTMENT OF CHEMISTRY
5700 SOUTH CAMPUS DRIVE
CHICAGO, ILLINOIS 60637

DEPARTMENT OF CHEMISTRY

DEPARTMENT OF CHEMISTRY
5700 SOUTH CAMPUS DRIVE
CHICAGO, ILLINOIS 60637

DEPARTMENT OF CHEMISTRY
5700 SOUTH CAMPUS DRIVE
CHICAGO, ILLINOIS 60637

DEPARTMENT OF CHEMISTRY
5700 SOUTH CAMPUS DRIVE
CHICAGO, ILLINOIS 60637

DEPARTMENT OF CHEMISTRY
5700 SOUTH CAMPUS DRIVE
CHICAGO, ILLINOIS 60637

DEPARTMENT OF CHEMISTRY
5700 SOUTH CAMPUS DRIVE
CHICAGO, ILLINOIS 60637

DEPARTMENT OF CHEMISTRY
5700 SOUTH CAMPUS DRIVE
CHICAGO, ILLINOIS 60637

DEPARTMENT OF CHEMISTRY
5700 SOUTH CAMPUS DRIVE
CHICAGO, ILLINOIS 60637

DEPARTMENT OF CHEMISTRY
5700 SOUTH CAMPUS DRIVE
CHICAGO, ILLINOIS 60637

DEPARTMENT OF CHEMISTRY
5700 SOUTH CAMPUS DRIVE
CHICAGO, ILLINOIS 60637

DEPARTMENT OF CHEMISTRY
5700 SOUTH CAMPUS DRIVE
CHICAGO, ILLINOIS 60637

DEPARTMENT OF CHEMISTRY
5700 SOUTH CAMPUS DRIVE
CHICAGO, ILLINOIS 60637

DEPARTMENT OF CHEMISTRY
5700 SOUTH CAMPUS DRIVE
CHICAGO, ILLINOIS 60637

DEPARTMENT OF CHEMISTRY
5700 SOUTH CAMPUS DRIVE
CHICAGO, ILLINOIS 60637

DEPARTMENT OF CHEMISTRY
5700 SOUTH CAMPUS DRIVE
CHICAGO, ILLINOIS 60637

Ref: MACHINERY TRADE S.A.
Certificate of Incumbency

APOSTILLE
(Convention de La Haye du 5 Octobre, 1961)

- | | | | |
|----|----------------------------|----------------------|------------------------|
| 1. | Country | This public document | British Virgin Islands |
| 2. | has been signed by: | | B. Lauralee Riley |
| 3. | Acting in the capacity of: | | Notary Public |
| 4. | Bears the Seal/Stamp of: | | B. Lauralee Riley |

CERTIFIED

- | | | |
|----|------|------------------------------------|
| 5. | At: | Road Town |
| 6. | On: | 1 st day of April, 2015 |
| 7. | By: | Deputy Governor |
| 8. | No.: | 6366554 |



10. Signature: _____
[Handwritten Signature]
 Deputy Governor

NOTARIAL CERTIFICATE

I, B. Lauralee Riley a Notary Public for the Territory of the British Virgin Islands, and practising in Road Town, Tortola, British Virgin Islands DO HEREBY CERTIFY AND ATTEST that the attached Certificate of Incumbency of **MACHINERY TRADE S.A.**, a Business Company incorporated in the Territory of the British Virgin Islands under the International Business Company Act, (Cap. 291) on the 25th day of February, 2005, and re-registered under the BVI Business Companies Act, 2004 on the 01st day of January, 2007 with BVI BC Number 643901, has been executed by Astrid Cornelius-Jones and Jacinth Ward duly authorised signatories of Commonwealth Trust Limited, Registered Agent of the Company.

Dated 1st day of April, 2015.



B. Lauralee Riley
Notary Public, British Virgin Islands



CERTIFICATE OF INCUMBENCY

We, Commonwealth Trust Limited of Drake Chambers, P. O. Box 3321, Road Town, Tortola, British Virgin Islands, the appointed Registered Agent of **MACHINERY TRADE S.A.**, a company incorporated in the British Virgin Islands (the 'Company') do hereby certify that according to the records kept at the Company's Registered Office:

1. The Company is in good standing.
2. The Company was incorporated in the British Virgin Islands under the International Business Companies Act (Cap. 291), on the 25th day of February, 2005 and automatically re-registered under the BVI Business Companies Act, 2004 on the 01st day of January, 2007 as BVI Company Number 643901.
3. The Registered Office address of the Company is at the offices of Commonwealth Trust Limited, Drake Chambers, P. O. Box 3321, Road Town, Tortola, British Virgin Islands.
4. The Director(s) of the Company, according to the Register of Directors maintained at the Registered Office of the Company, is/are as follows:

Roscins Olegs

Appointed on: 01st day of August, 2012


5. The Shareholder(s) of the Company, according to the Register of Members maintained at the Registered Office of the Company, is/are as follows:

Roscins Olegs holder of 50,000 shares

Issue Date: 01st day of August, 2012

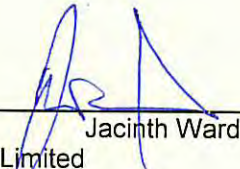
6. The authorized capital of the Company is US\$50,000.00 divided into 50,000 shares with a par value of US\$1.00 each.
7. To the best of our knowledge, information and belief, no formal notice has been served at the Registered Office of the Company, that the Company is in default under any laws, statute, regulation, indenture, mortgage, trust deed, agreement or other instrument, arrangement, obligation or duty, to which it is a party or by which it is bound.
8. To the best of our knowledge, information and belief, no formal notice has been served at the Registered Office of the Company, that litigation or administration or arbitration proceedings before or of any court or tribunal, arbitrator, administrative or governmental authority are presently in process or pending or threatened against the Company.
9. No Entries have been made on the Company's register of charges maintained pursuant to section 162 of the Act and the Company did not and does not maintain a register of mortgages, charges and other encumbrances pursuant to section 70A(2) of the IBC Act.
10. To the best of our knowledge, no action has been taken to wind up the affairs of the Company.

Dated 1st day of April, 2015



Astrid Cornelius-Jones

For and on behalf of Commonwealth Trust Limited
Registered Agent of **MACHINERY TRADE S.A.**



Jacinth Ward



This Certificate of Incumbency has been prepared on receipt of a written request and is limited to the information that was requested in the written request. The information contained in this Certificate of Incumbency issued by us as Registered Agent of the Company is limited to the information held at the Registered Office of the Company.

Ref: MITA Group Ltd.
Notarial Certificate

APOSTILLE

(Convention de La Haye du 5 Octobre 1961)

1. Country: British Virgin Islands
2. has been signed by: **Anthony Lynton**
3. acting in the capacity of: **Notary Public**
4. bears the seal of: **Anthony Lynton**

CERTIFIED

5. at: Road Town, Tortola, British Virgin Islands
6. the: 16th day of April, 2015.
7. by: REGISTRAR, SUPREME COURT

8. No. H-... 07958

9. Seal/Stamp




10. Signature

Anthony Lynton
REGISTRAR, SUPREME COURT

NOTARIAL CERTIFICATE

I, **ANTHONY LYNTON**, Notary Public, duly admitted and sworn by the High Court of Justice of the Organization of Eastern Caribbean States Supreme Court in the British Virgin Islands Circuit, **HEREBY CERTIFY** and **CONFIRM** that the attached Certificate of Incumbency has been executed by Mrs. Shonia Palladino, Authorized Signatory for and on behalf of **Midland Trust Limited**, Registered Agent of **MITA Group Ltd.** (“the Company”), a BVI Business Company incorporated in the Territory of the British Virgin Islands on the **8th** day of **November, 2004** with Registration Number **622836**.

Dated this 16th day of April, 2015



ANTHONY LYNTON
Notary Public
British Virgin Islands



CERTIFICATE OF INCUMBENCY
MITA Group Ltd.
BVI Business Company No 622836
(the "Company")

We, Midland Trust Limited of MDE's Building, 1st Floor, P.O. Box 3169, PMB 257, Road Town, Tortola, VG1110 British Virgin Islands, being the duly appointed Registered Agent of the Company DO HEREBY CONFIRM that as of the date of this Certificate:

1. The Company is in good legal standing.
2. The Company was first incorporated the British Virgin Islands under the International Business Companies Act, Cap. 291 on the 8th day of **November, 2004**, with registration number **622836** and re-registered as a company limited by shares pursuant to the BVI Business Companies Act, 2004 (as amended) (the "Act") on the 13th day of **April, 2015**.
3. The Registered Office of the Company is situated at the office of Midland Trust Limited, MDE's Building, 1st Floor, P.O. Box 3169, PMB 257, Road Town, Tortola, VG1110 British Virgin Islands.
4. According to the Register of Directors maintained at the Registered Office of the Company, the Director of the Company is:

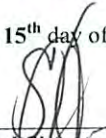
Olegs Roscins

5. According to the Register of Members maintained at the Registered Office of the Company, the Shareholder of the Company is:

Olegs Roscins

6. The Company is authorized to issue a maximum of 50,000 shares of US\$1.00 each par value of a single class.
7. To the best of our knowledge, information, and belief, no formal notice has been served at the Registered Office of the Company, that the Company is in default under any laws, statute, regulation, indenture, mortgage, trust deed, agreement or other instrument, arrangement, obligation, or duty, to which it is a party or by which it is bound.
8. To the best of our knowledge, information, and belief, no formal notice has been served at the Registered Office of the Company, that litigation or administration or arbitration proceedings before or of any court or tribunal, arbitrator, administrative, or governmental authority are presently in process or pending or threatened against the Company.
9. Pursuant to Part VIII, section 161 of the Act, the Company maintains a Register of Charges at its Registered Office and to the best of our knowledge, information, and belief, there exists no entries made in the same in respect of any mortgage, charge, pledge, lien, encumbrance, or other security interest whatsoever over the whole or any part of the undertaking or assets present or future (including the uncalled capital) of the Company, on file at the Registered Office of the Company.
10. To the best of our knowledge, no action has been taken to wind up the affairs of the Company.

Dated the 15th day of April, 2015.



Authorised Signatory
For and on behalf of **Midland Trust Limited**
Registered Agent of **MITA Group Ltd.**

Certificate of Incumbency

Name of Company ADVANTA CORPORATION

Incorporation Date January 3, 2001

Registered Agent: Morning Star Holdings Limited

Registered Address: P.O. Box 556, Main Street, Charlestown, Nevis

Current Director

<u>Name</u>	<u>Date of Appointment</u>
Mr. Roscins Olegs – Sole Director	July 30, 2012


Current Sole Shareholder

Mr. Roscins Olegs – One Thousand (1,000) shares

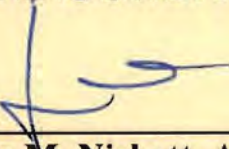
MORNING STAR HOLDINGS LIMITED, being the Registered Agent of the above Company, hereby certifies that according to its records the above information is correct.

Charlestown, Nevis, W.I.

Dated: April 2, 2015



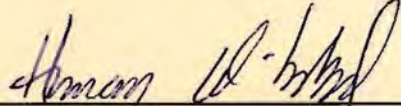
 Conrad L. Smithen, Authorized Signatory
 MORNING STAR HOLDINGS LIMITED



 Dolvin M. Nisbett, Authorized Signatory
 MORNING STAR HOLDINGS LIMITED



SS: On this 2nd day of April, 2015, before me personally came, Conrad L. Smithen and Dolvin M. Nsibett known to me to be the individuals who executed the foregoing instrument and they duly acknowledged to me that the execution thereof was their act and deed.


Herman W. Liburd
Notary Public



APOSTILLE

(Convention de La Haye de 5 Octobre 1961)

1. Country: St. Christopher and Nevis

This public document

2. has been signed by Herman W. Liburd

3. acting in the capacity of Notary Public

4. bears the seal/stamp of Herman W. Liburd

Notary Public, St. Christopher and Nevis

Certified

5. at Charlestown 6. The 02-04-15

7. by Collin Tyrell, Legal Advisor, Legal Department - Nevis

8. No. 109501

9. Seal/stamp:

10. Signature:





Agreement between the Government of the Republic of Latvia and the Government of the Republic of Lithuania for the Promotion and Protection of Investments.

The Government of the Republic of Latvia and the Government of the Republic of Lithuania, hereinafter referred to as the Contracting Parties,

- desiring to strengthen economic cooperation on mutually advantageous conditions,

- determined to establish favourable conditions for investment by investors of one Contracting Party in the territory of the other Contracting Party,

- recognizing that the promotion and reciprocal protection of such investments will be conducive to the stimulation of the individual business initiative and the flow of prosperity in both Contracting Parties,

have agreed as follows:

Article 1

Definitions

For the purposes of this Agreement:

1. The term "investment" shall mean every kind of asset, invested by an investor of one Contracting Party in the territory of the other Contracting Party, provided that the investment has been made in accordance with the laws and regulations of the other Contracting Party, and shall include in particular, though not exclusively:

a) movable and immovable property as well as any other property rights, such as mortgages, liens and pledges, and similar rights;

b) shares, bonds and other kinds of interest in companies;

c) claims to money which has been used to create an economic value or claims to any performance having an economic value;

d) copyrights, industrial property rights (such as patents, trade marks, industrial designs and models, trade names), know-how and goodwill;

e) any right to conduct economic activities conferred by state authorities, including concessions to search for, extract and exploit natural resources.

Any alteration of the form in which assets are invested shall not affect their character as investment, provided such an alteration is made in accordance with the host country's laws.

2. The term "investor" means:

a) in respect of Latvia:

(i) natural persons having the nationality of the Republic of Latvia, in accordance with its laws;

(ii) legal persons, including companies, corporations, business associations and other organizations, which have a main office in the territory of the Republic of Latvia and are incorporated or constituted in accordance with the law of the Republic of Latvia;

b) in respect of the Republic of Lithuania:

(i) natural persons who are nationals of the Republic of Lithuania according to the laws of the Republic of Lithuania;

(ii) any entity constituted under the laws of the Republic of Lithuania and registered in the territory of the Republic of Lithuania in conformity with its laws and regulations.

3. The term "returns" means all amounts produced by an investment and in particular, though not exclusively, includes profits, capital gains, interest, dividends and royalties.

Returns from investment and from re-investment shall enjoy the same protection and treatment as investment.

4. The term "territory" means:

a) in respect of the Republic of Latvia: the territory of the Republic of Latvia, as well as maritime areas, including the sea bed and subsoil adjacent to the outer limit of the territorial sea of either of the above territories, over which the Republic of Latvia exercises, in accordance with international law, sovereign rights

for the purpose of exploration and exploitation of natural resources of such areas;

b) in respect of the Republic of Lithuania: the territory of the Republic of Lithuania, including the territorial sea and any maritime or submarine area within which the Republic of Lithuania may exercise, in accordance with international law, rights for the purpose of exploration, exploitation and preservation of the seabed, sub-soil and natural resources,

Article 2

Promotion and admission of investments

Each Contracting Party shall encourage investors of the other Contracting Party to make investments in its territory and shall admit such investments in accordance with its laws and regulations.

Article 3

Protection and treatment of investments

1. Each Contracting Party shall at all times ensure fair and equitable treatment of the investments made by investors of the other Contracting Party as well as their full security and protection in its territory.

Neither Contracting Party shall by arbitrary or discriminatory measures impair the management, maintenance, use, enjoyment or disposal of investments made by investors of the other Contracting Party.

2. Each Contracting Party, subject to its laws and international agreements, shall accord to the investments made by investors of the other Contracting Party treatment no less favourable than that accorded to the investments made by investors of any third State.

3. The provisions of this Article shall not be construed so as to oblige one Contracting Party to extend to the investors of the other Contracting Party the benefit of any treatment, preference or privilege extended to the investors of any third State by virtue of:

a) any existing or future customs union, common market, free trade area, economic union or other forms of regional economic co-operation;

b) any advantages accorded by now existing or future agreements relating to avoidance of double taxation or any other arrangement relating to taxation.

Article 4

Expropriation and compensation

1. Neither Contracting Party shall expropriate, nationalize or take similar measures (hereinafter referred to as "expropriation") against investments of investors of the other Contracting Party in its territory, unless:

a) such expropriation is in the public interest and legal procedure is applied;

b) such expropriation is carried out without discrimination;

c) prompt, adequate and effective compensation is given.

2. The compensation mentioned in point (c) of the paragraph (1) of this Article shall be equivalent to the market value of the expropriated investments immediately before the expropriation occurred or the impending expropriation became public knowledge and shall be paid without undue delay. The compensation shall include interest calculated on the LIBOR basis from the date of expropriation. The compensation shall be effectively realizable and freely transferable.

3. Investors, whose assets are being expropriated, have a right to prompt review by the appropriate judicial or administrative authorities of the expropriating Contracting Party to determine whether such expropriation, and any compensation therefor conforms to the principles of this Article and the laws of the expropriating Contracting Party.

4. Investors of one Contracting Party who suffer losses in respect of their investments in the territory of the other Contracting Party owing to war, a state of national emergency, insurrection, riot or other similar events, shall be accorded by the other Contracting Party, treatment no less favourable than that accorded to investors of any third State. Any resulting compensation shall be paid without undue delay and shall be freely transferable.

5. Investors referred to in Article 1, paragraph 2, point (c), may not raise claims under paragraphs of this Article if compensation has been paid pursuant to a similar provision in another Investment Protection Agreement concluded by the Contracting Party in the territory of which the investment has been made.

Article 5 Transfers

1. Each Contracting Party shall guarantee to investors of the other Contracting Party free transfer, without undue delay, in a freely convertible currency of payments in connection with an investment, in particular:

- a) the capital and additional amounts for the maintenance or extension of the investment;
- b) gains, profits, interest, dividends and other current income;
- c) the proceeds from total or partial liquidation of the investment;
- d) funds in repayment of loans regularly contracted and documented and directly related to the investment;
- e) compensation provided for in Article 4;
- f) the earnings of nationals of one Contracting Party who are allowed to work in connection with an investment in the territory of the other.

2. Transfers in a freely convertible currency shall be effected without undue delay in accordance with procedures established by the Contracting Party in whose territory the investment was made.

3. The Contracting Parties undertake to accord to the transfers referred to in paragraphs 1 and 2 of this Article treatment as favourable as that accorded to transfers in connection with investments made by investors of any third State.

Article 6 Subrogation

1. If one Contracting Party or its designated Agency ("the first Contracting Party") makes a payment under an indemnity given in respect of an investment in the territory of the other Contracting Party, ("the second Contracting Party") the second Contracting Party shall recognize:

- a) the assignment to the first Contracting Party by law or by legal transaction of all the rights and claims of the party indemnified, and
- b) that the first Contracting Party is entitled to exercise such rights and enforce such claims by virtue of subrogation, to the same extent as the party indemnified.

2. The first Contracting Party shall be entitled in all circumstances to the same treatment in respect of:

- a) the rights and claims acquired by it by virtue of the assignment, and
- b) any payments received in pursuance of those rights and claims, as the party indemnified was entitled to receive by virtue of this Agreement in respect of the investment concerned and its related returns.

Article 7 Disputes between one Contracting Party and an investor of the other Contracting Party

1. Notice of a dispute concerning investment between one of the Parties and an investor of the other Party shall be given in writing. This shall include a detailed statement by the investor to the Contracting Party in whose territory the investment was made. The Parties shall, if possible, endeavour to settle their differences by means of a friendly agreement.

2. If such dispute cannot be settled amicably within six months from the date of the written notification provided in paragraph 1, the dispute, at the request of either party and at the choice of investor, shall be submitted to:

- an *ad hoc* court of arbitration, for arbitration in accordance with the Arbitration Rules issued in 1976 by the United Nations Commission on International Trade Law (UNCITRAL); or to
- the International Center for the Settlement of Investment Disputes (ICSID) established under the 1965 Convention on the Settlement of Investment Disputes Between States and Nationals

of Other States, for arbitration under ICSID Rules of Procedure for Arbitration Proceedings if both of the Contracting Parties have acceded to the Convention.

3. The arbitral decisions shall be final and binding on both parties to the dispute. Each Contracting Party shall execute them in accordance with its laws and in accordance with the 1958 United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York Convention), if the Contracting Parties are members of that Convention. The arbitration shall take place in a State that is a party to the New York Convention.

Article 8 Disputes between the Contracting Parties

1. Any dispute between the Contracting Parties concerning the interpretation or application of this Agreement shall, as far as possible, be settled through the diplomatic channels.

2. If the Contracting Parties cannot reach an agreement within six months after the beginning of the dispute between themselves, the latter shall, upon the request of either Contracting Party, be submitted to an Arbitral Tribunal.

3. Such an arbitral Tribunal shall be constituted for each case in the following way. Within two months from the date on which either Contracting Party receives from the other Contracting Party a request for arbitration, each Contracting Party shall appoint one arbitrator. These two arbitrators shall together, within a further two month period, select a third arbitrator who is a national of a third State. The third arbitrator, once approved by the two Contracting Parties, shall serve as Chairman of the Arbitral Tribunal.

4. If the Arbitral Tribunal has not been constituted within the periods specified in paragraph 3 of this Article, either Contracting Party may, in the absence of any other agreement, invite the President of the International Court of Justice to make any necessary appointments. If the President is a national of either Contracting Party, or is otherwise prevented from discharging this function, the Vice-President shall be invited to make the necessary appointments. If the Vice-President is a national of either Contracting Party or if he (she) too is prevented from discharging the said function, the member of the International Court of Justice next in seniority who is not a national of either Contracting Party shall be invited to make the necessary appointments.

5. The Tribunal shall determine its procedure subject to the provisions of this Agreement and international law. The Tribunal shall reach its decisions by a majority of votes. The decisions of the Tribunal are final and binding upon each Contracting Party.

6. Each Contracting Party shall bear the costs of its own member of the Arbitral Tribunal and of its representation in the arbitration proceedings; the costs of the Chairman and remaining costs shall be borne in equal parts by the Contracting Parties. The Arbitral Tribunal may, however, decide that a higher proportion of costs shall be borne by one of the two Contracting Parties and such award shall be binding on both Contracting Parties.

Article 9 More favourable provisions

If the domestic law of either Contracting Party or obligations under international law, existing at present or established hereafter, entitle investments by investors of the other Contracting Party to treatment more favourable than that provided by this Agreement, such treatment shall prevail.

Article 10 Consultations and exchange of information

Upon request by either Contracting Party, the other Contracting Party shall agree promptly to hold consultations on the interpretation or application of this Agreement. Upon request by either Contracting Party, information shall be exchanged on the impact that the laws, regulations, decisions, administrative practices or procedures or policies of other Contracting Party may have on investments covered by this Agreement.

Article 11 Amendments

At the time of entry into force of this Agreement or at any time thereafter the provisions of this Agreement may be amended in such manner as may be agreed between the Contracting Parties. Such amendments shall enter into force when the Contracting Parties have notified each other that all necessary constitutional formalities for the entry into force have been completed.

Article 12

Entry into force, duration and termination

1. This Agreement shall enter into force on the date when the Contracting Parties have notified each other that all necessary constitutional formalities for its entry into force have been completed.

2. This Agreement shall remain in force for a period of fifteen (15) years. It shall continue to be in force thereafter until the expiration of twelve months from the date on which either Contracting Party shall have given written notice of termination to the other.

3. With respect to investments made prior to the effective date of termination of this Agreement, the provisions of Articles 1 through 11 shall remain in force for a further period of fifteen (15) years from such date.

Done in duplicate at Vilnius on 7 February 1996, in the Latvian, Lithuanian and English languages, all texts being equally authentic. In case of divergences, the English text shall prevail.

For the Government
of the Republic of Latvia

For the Government
of the Republic of Lithuania

Pradžia

Paieška

★★★★★ Vertinimų vidurkis: 0



LT

**Lietuvos Respublikos Vyriausybės ir Latvijos Respublikos Vyriausybės sutartis**

Rūšis:	Sutartis	Priėmimo data:	1996-02-07
Identifikacinis kodas:	096T001SUTARG961743	Dokumento nr.:	
Užregistravimo TAR data:		Priėmė:	Tarptautinius dokumentus pasirašiusios šalys
Galioja In force Kalba:	Įsigalioja 1996-07-23 Lietuvių	Paskelbta:	Valstybės žinios, 1996-08-09, Nr. 76-1826



Dokumento struktūra

Teisės akto tekstas

Teis

Sus

**LIETUVOS RESPUBLIKOS VYRIAUSYBĖS IR LATVIJOS RESPUBLIKOS
VYRIAUSYBĖS****SUTARTIS
DĖL INVESTICIJŲ SKATINIMO IR APSAUGOS**

Lietuvos Respublikos Vyriausybė ir Latvijos Respublikos Vyriausybė, toliau vadinamos „Susitariančiosiomis Šalimis“,

- norėdamos plėtoti ekonominį bendradarbiavimą abiem pusėms naudingomis sąlygomis,

- siekdamos sukurti palankias sąlygas vienos Susitariančiosios Šalies investicijų investicijoms kitos Susitariančiosios Šalies teritorijoje,

- pripažindamos, kad tokių investicijų skatinimas ir abipusė apsauga bus palankios skatinti privataus verslo iniciatyvą bei prisidės prie abiejų Susitariančiųjų Šalių gerovės,

s u s i t a r ė:

**1 straipsnis
Sąvokos**

Šios Sutarties tikslais:

1. Sąvoka „investicija“ reiškia bet kurios rūšies turtą, investuotą vienos Susitariančiosios Šalies investitoriaus kitos Susitariančiosios Šalies teritorijoje pagal Susitariančiosios Šalies, kurioje atliekama investicija, įstatymus ir kitus teisės aktus, ir ypač, nors ne išimtinai, apima:

a) kilnojamąjį ir nekilnojamąjį turtą bei kitas turtines teises, tokias kaip hipoteka, užstatai, turto areštai ir analogiškas teises;

b) akcijas, obligacijas ir kitas dalvavimo bendrovėse formas;

Šajā tīmekļa vietnē tiek izmantotas sīkdatnes. Turpinot lietot šo vietni, jūs piekrītat sīkdatņu izmantošanai. [Uzzināt vairāk.](#)

Piekrītu

LV EN



LEGAL ACTS OF THE REPUBLIC OF LATVIA
[most viewed](#) [international treaties](#)

home

Enter a keyword here **search**

Par Latvijas Republikas valdības un Lietuvas Republikas valdības līgumu par ieguldījumu veicināšanu un aizsardzību

This document has not been officially translated by the [State Language Centre](#).

Document information

Status: in force
Issuer: *Saeima*
Type: law
Adoption: 02.05.1996.
Entry into force: 15.05.1996.
Theme: [Banks, finances, budget](#)
Publication: "Latvijas Vēstnesis", 84 (569), 15.05.1996.

Related documents

Other related documents

Exhibit 9



KAUNO APYGARDOS PROKURATŪRA

NUTARIMAS

2011-07-05

Kaunas

2006-09-06 FNTT prie LR VRM Kauno apskrities skyriuje gauta Pinigų plovimo prevencijos skyriaus ir AB Ūkio bankas surinkta medžiaga Nr. 2-1728 (2549 lapai sąskaitų išsklotinių) apie tai, kad trylikos ribotos atsakomybės bendrovių sąskaitos, esančios AB Ūkio bankas, buvo kredituotos stambiais tarptautiniais mokėjimo pavedimais: 2006-08-30 Great Alliance Consultants Limited – 500000 USD, Korofalt Ventures Ltd. – 3650000 USD, Logotreck Products Inc. – 3750000 USD, Belotract Global Inc. – 3700000 USD, Advanta Corporation – 3840000 USD, Annava Limited – 493535,40 USD, Moduls Business Inc. – 495673,73 USD, Buron Capital Corp. – 500000 USD, Westline Associates Limited – 900000 USD, Machinery Trade S.A. – 3278583,15 USD, Morrison Agency Ltd. – 800000 USD, Vectrus Commerce Ltd. – 396689,29 USD, 2006-08-31 Mita Group Ltd. - 3860000 USD. Piniginės lėšos buvo pervestos iš Rusijos Federacijos komercinio banko „Discount“ per Austrijos banką korespondentą Raiffeisen Zentralbank Oesterreich AG. Praėjus keletui valandų po lėšų įskaitymo į gavėjų sąskaitas AB Ūkio bankas gavo banko korespondento prašymus (SWIFT) pervestas lėšas gražinti siuntėjui. Pirmame prašyme nurodoma, kad įvyko banko klaida, vėlesniuose, kad tai pinigų plovimo operacijos. AB Ūkio bankas vadovaudamasis vidaus tvarka šių bendrovių sąskaitas blokavo. 2006-08-31 įsakymu Rusijos centrinis bankas panaikino Maskvos komercinio banko „Discount“ licenciją dėl grubių pinigų plovimo bei teroristų finansavimo prevencijos įstatymo pažeidimų (1 t. 4 – 13 t. 79 l.)

Finansinių nusikaltimų tyrimo tarnybos prie Lietuvos Respublikos vidaus reikalų ministerijos Kauno apskrities skyriuje 2006-09-06 pagal gautą informaciją pradėtas ikiteisminis tyrimas Nr. 06-1-01060-06 dėl nusikalstamu būdu įgytų pinigų legalizavimo (1 t. 1 l.).

2006-09-06 raštu Nr. 200-04-4253, 2008-04-25 raštu Nr. 200-04-683 iš gautos banko korespondentų pranešimų kopijos apie kompanijų Vectrus commerce Ltd, Machinery trade S.A., Morrison agency Ltd., Korofalt Ventures Ltd., Westline associates limited, Buron capital corp. Moduls Business inc., Annava limited, Advanta corporation, Logotreck Products inc, Belotract Global Inc., Great alliance consultants limited, Mita group Ltd pajamas, galimai susijusias su neteisėta veikla (13 t. 81 l., 58 t. 184-187 l.).

2006-09-08 iš FNTT prie LR VRM gauta 2006-08-31 Austrijos Finansinės žvalgybos padalinio informacija, kad 2006-08-30 iš Maskvos Verslo pasaulinio banko (MDM bankas) į Maskvos komercinio banko Discount korespondentinę sąskaitą Austrijos banke pagal FX sandorį turėjo būti pervestos didelės pinigų sumos. Kadangi buvo įtariama, kad šios lėšos susijusios su pinigų plovimu, MDM bankas paprašė jas užblokuoti ir gražinti. 2006-08-29 44.435 mln. JAV dolerių suma buvo pervesta į Discount bank sąskaitą. Šios lėšos 34 operacijomis, įvykdytomis 2006-08-30 nuo 09.06 val. iki 09.08 val. centriniu Europos laiku toliau buvo pervestos į keletą ofšorinių kompanijų. Austrijos Finansinės žvalgybos padalinio duomenimis Rusijos Federacijos teisėsaugos tarnybos atlieka ikiteisminį tyrimą dėl pinigų plovimo bei mokesčių slėpimo komercinio banko Discount bank atžvilgiu (13 t. 145-159 l.).

2006-09-25 FNTT prie LR VRM informavo, kad Rusijos Federalinė monitoringo tarnyba komercinio banko Discount bank darbuotojų atžvilgiu 2006-09-08 iškeičė baudžiamąją bylą Nr.

248089 dėl nusikaltimų, numatytų Rusijos Federacijos baudžiamojo kodekso 173 str. (neteisėtas vertimasis finansine veikla) bei 174 str. (neteisėtas įgytų lėšų legalizavimas) (13 t. 160-161 l.).

2007-05-29 AB Ūkio bankas raštu Nr. 200-04-2933 pateikė Vectrus commerce Ltd, Machinery trade S.A., Morrison agency Ltd., Korofalt Ventures Ltd., Westline associates limited, Buron capital corp, Moduls Business inc., Annava limited, Advanta corporation, Logotreck Products inc, Belotract Global Inc., Great alliance consultants limited, Mita group Ltd susirašinėjimų su AB Ūkio banku kopijas (14 t. 43- 20 t. 11 l.).

2006-12-12 FNTT prie LR VRM raštu Nr. 25/10-13-6128 papildomai informavo, kad Vienos regioninis teismas atlieka tyrimą dėl asmenų, kurie yra piniginių lėšų, gautų iš Discount bank, valdytojai. Rusijos finansinės žvalgybos padalinys tuo pat metu atlieka tyrimą, kuriuo siekiama išsamiau ištirti fiktyvų sandorį tarp Discount bank ir Moscow Business world bank ir nustatyti, kokių nusikaltimų generuotos pajamos buvo pervestos į Austrijos banką Raiffesen (13 t. 175 – 14 t. 4 l.).

2006-09-06 Kauno apygardos prokuratūros nutarimu buvo paskirtas laikinas nuosavybės teisių apribojimas lėšoms, pervestoms į Mita Group Ltd., Morrison Agency Ltd., Belotract Global Inc., Korofalt Ventures Ltd., Moduls Business Inc., Vectrus Commerce Ltd., Logotreck Products Inc., Advanta corporation, Machinery trade, Great alliance consultants limited, Buron capital corp., Moduls Business Inc., Westline associates limited sąskaitas AB Ūkio banke (47 t. 41-43 l.). 2006-09-06 turto apyrašu nustatyta, kad pagal 2006-09-06 Kauno apygardos prokuratūros nutarimą AB Ūkio banke buvo nustatytas nuosavybės teisių apribojimas piniginiams lėšoms: GREAT ALLIANCE CONSULTANTS LIMITED (registracijos adresas: 3/F, Jonsim Place, 228 Queen'S Road East, Wanchai, Hong Kong, reg. 2005-08-04, reg. Nr. 987556), sąskaitoje Nr. LT69 7010 0000 1960 3095 esančioms lėšoms – 500000 USD sumai,

2) KOROFALT VENTURES LTD. (registracijos adresas: P.O.Box 3321, Road Town, Tortola, British Virgin Islands, reg. 2005-10-17, reg. Nr. 680999), sąskaitoje Nr. LT41 7010 0000 1860 3335 esančioms lėšoms – 3650000 USD sumai,

3) LOGOTRECK PRODUCTS INC. (registracijos adresas: P.O.Box 3321, Road Town, Tortola, British Virgin Islands, reg. 2006-01-03, reg. Nr. 1002090), sąskaitoje Nr. LT68 7010 0000 2060 3959 esančioms lėšoms – 3700245,53 USD sumai,

4) BELOTRACT GLOBAL INC. (registracijos adresas: P.O.Box 3321, Road Town, Tortola, British Virgin Islands, reg. 2005-09-07, reg. Nr. 675146), sąskaitoje Nr. LT43 7010 0000 1760 3132 esančioms lėšoms – 708,95 USD ir 14,93 EUR sumai,

5) ADVANTA CORPORATION (registracijos adresas: P.O. Box 556, Main Street, Charlestown, Nevis, reg. 2001-01-03, reg. Nr. C19076), sąskaitoje Nr. LT47 7010 0000 2060 3173 esančioms lėšoms – 1300273,97 USD sumai,

6) ANNAVA LIMITED (registracijos adresas: Enterprise House, 82 Whitchurch Road, CF14 3LX, Cardiff, UK, reg. 2006-01-27, reg. Nr. 5690354), sąskaitoje Nr. LT39 7010 0000 2060 3123 esančioms lėšoms – 11065,89 USD ir 187904,89 EUR sumai,

7) MODULS BUSINESS INC. (registracijos adresas: P.O.Box 3321, Road Town, Tortola, British Virgin Islands, reg. 2006-02-28, reg. Nr. 1013056), sąskaitoje Nr. LT68 7010 0000 2060 3280 esančioms lėšoms – 178444,16 USD ir 128738,76 EUR sumai,

8) BURON CAPITAL CORP. (registracijos adresas: 35 Barrack Road, Third Floor, Belize City, Belize, reg. 2004-10-15, reg. Nr. 36941), sąskaitoje Nr. LT50 7010 0000 0960 3804 esančioms lėšoms – 500000 USD sumai,

9) WESTLINE ASSOCIATES LIMITED (registracijos adresas: Enterprise House, 82 Whitchurch Road, CF14 3LX, Cardiff, UK, reg. 2005-11-11, reg. Nr. 5620569), sąskaitoje Nr. LT08 7010 0000 1760 3180 esančioms lėšoms – 47937,04 USD ir 1562,66 EUR sumai,

10) MACHINERY TRADE S.A. (registracijos adresas: Drake Chambers, Tortola, British Virgin Islands, reg. 2005-02-25, reg. Nr. 643901), sąskaitoje Nr. LT65 7010 0000 1060 3701 esančioms lėšoms – 1988149,25 USD, 765101,68 EUR ir 25160,25 CHF sumai,

11) MORRISON AGENCY LTD. (registracijos adresas: P.O.Box 3321, Road Town, Tortola, British Virgin Islands, reg. 2005-03-03, reg. Nr. 644744), sąskaitoje Nr. LT46 7010 0000 1260 3989 esančioms lėšoms – 278,64 USD sumai,

12) VECTRUS COMMERCE LTD. (registracijos adresas: P.O.Box 3321, Road Town, Tortola, British Virgin Islands, reg. 2006-02-28, reg. Nr. 1013059), sąskaitoje Nr. LT13 7010 0000 2060 3882 esančioms lėšoms – 243864,87 USD ir 4518,80 EUR sumai,

13) MITA GROUP LTD. (registracijos adresas: P.O.Box 961, Road Town, Tortola, British Virgin Islands, reg. 2004-11-08, reg. Nr. 622836), sąskaitoje Nr. LT50 7010 0000 1360 3114 esančioms lėšoms - 3860000 USD sumai (47 t. 44-45 l.). Iš viso apribota nuosavybės teisė į: 15 980 968,30 USD, 1 087 841,72 EUR, 25 160,25 CHF (iš viso 46 793 419,44 Lt) (13 t. 122 l.). Atsižvelgiant į tai, kad 2006-09-06 nutarimo skirti laikiną nuosavybės teisės apribojimą priėmimo metu nebuvo žinoma asmenų, kurių nuosavybės teisė laikinai apribojama, turto sudėtis, 2006-09-13 Kauno apygardos prokuratūros nutarimu skirti laikiną nuosavybės teisių apribojimą priimtas papildomas nutarimas skirti laikiną nuosavybės teisių apribojimą (47 t. 49-51 l.). Šie nutarimai buvo išversti į anglų kalbą bei 2006-09-15 išsiųsti ribotos atsakomybės bendrovių registracijos adresais (47 t. 59-60 l.). Kompanijoms siūsti laiškai grįžo atgal: Mita Group Ltd (47 t. 61 l.),

2007-02-28 (47 t. 127-129 l.), 2007-05-28 (47 t. 147-149 l.), 2007-08-28 (47 t. 169-171 l.), 2007-11-22 (47 t. 188-190 l.), 2008-02-27 (48 t. 94-97 l.), 2008-05-27 (49 t. 8-11 l.), 2008-09-04 (49 t. 132-135 l.), 2008-12-02 (50 t. 42 l.), 2009-03-04 (50 t. 90-93 l.), 2009-06-04 (50 t. 101-104 l.), 2009-09-03 (50 t. 123-126 l.) Kauno m. apylinkės teismas nutartimis pratęsė nuosavybės teisės apribojimą Mita Group Ltd., Morrison Agency Ltd., Belotract Global Inc., Korofalt Ventures Ltd., Moduls Business Inc., Vectrus Commerce Ltd., Logotreck Products Inc., Advanta corporation, Machinery trade, Great alliance consultants limited, Buron capital corp., Annava limited, Westline associates limited sąskaitose esančioms lėšoms (47 t. 127-129 l.).

2007-02-28 nutartis buvo išversta ir išsiųsta kompanijoms registracijos adresais. Kompanijoms siūsti laiškai grįžo atgal: Machinery Trade S.A. (47 t. 68 l.), Morrison Agency Ltd. (47 t. 75 l.), Belotract Global Inc (47 t. 82 l.), Korofalt Ventures Ltd (47 t. 89 l.), Moduls Business Inc. (47 t. 96 l.), Vectrus Commerce Ltd. (47 t. 103 l.), Logotreck Products Inc. (47 t. 110 l.).

2007-11-22 nutartis buvo išversta į rusų kalbą bei anglų kalbas ir išsiųsta AB Ūkio bankas Klientų anketose nurodytais buveinės adresais (48 t. 2-18 l.). Kompanijoms siūsti laiškai grįžo atgal: Buron Capital Corp. (48 t. 19 l.), Machinery Trade S.A. (48 t. 28 l.), Belotract Global Inc. (48 t. 37 l.), Mita Goup Ltd. (48 t. 46 l.), Korofalt Ventures Ltd. (48 t. 55 l.), Advanta Corporation (48 t. 64 l.), Morrison Agency Ltd (48 t. 73 l.), Logotreck Products Inc. (48 t. 82 l.).

2008-02-27 nutartis buvo išversta į rusų kalbą bei anglų kalbas ir išsiųsta AB Ūkio bankas Klientų anketose nurodytais buveinės adresais, tačiau dalis laiškų grįžo atgal: Buron Capital Corp. (48 t. 110 l.), Belotract Global Inc. (48 t. 120 l.), Korofalt Ventures Ltd. (48 t. 130 l.), Machinery Trade S.A. (48 t. 140 l.), Mita Goup Ltd. (48 t. 150 l.), Moduls Business Inc. (48 t. 160 l.), Morrison Agency Ltd (48 t. 170 l.), Logotreck Products Inc. (48 t. 180 l.), Vectrus Commerce Ltd (48 t. 190 l.).

2008-05-27 nutartis buvo išversta į rusų kalbą bei anglų kalbas ir išsiųsta AB Ūkio bankas Klientų anketose nurodytais buveinės adresais, tačiau dalis laiškų grįžo atgal: Machinery Trade S.A. (49 t. 26 l.), Buron Capital Corp. (49 t. 36 l.), Logotreck Products Inc. (49 t. 46 l.), Morrison Agency Ltd (49 t. 170 l.), Belotract Global Inc. (49 t. 120 l.), Korofalt Ventures Ltd. (49 t. 76 l.), Mita Goup Ltd. (49 t. 86 l.), Great Alliance consultants limited (49 t. 96 l.), Advanta corporation (49 t. 106 l.).

2008-09-04 nutartis buvo išversta į rusų kalbą bei anglų kalbas ir išsiųsta AB Ūkio bankas Klientų anketose nurodytais buveinės adresais, tačiau dalis laiškų grįžo atgal: Buron Capital Corp. (49 t. 149 l.), Logotreck Products Inc. (49 t. 159 l.), Advanta corporation (49 t. 169 l.), Belotract Global Inc. (49 t. 179 l.), Korofalt Ventures Ltd. (49 t. 189 l.), Machinery Trade S.A. (49 t. 199 l.), Mita Goup Ltd. (50 t. 9 l.), Moduls Business Inc. (50 t. 19 l.), Morrison Agency Ltd (50 t. 29 l.).

2008-12-02 nutartis buvo išversta į rusų kalbą bei anglų kalbas ir išsiųsta žinomais adresais, tačiau dalis laiškų grįžo atgal: Advanta corporation iš registracijos adreso (50 t. 55 l.).

2009-03-04 nutartis buvo išversta į rusų kalbą bei anglų kalbas ir išsiųsta žinomais adresais, tačiau dalis laiškų grįžo atgal: Westline Associates limited iš buveinės adreso (50 t. 74 l.), Mita Goup Ltd. iš registracijos adreso (50 t. 108 l.), Advanta corporation iš registracijos adreso (50 t. 144 l.).

2009-10-15 priimtas nutarimas panaikinti laikiną nuosavybės teisės apribojimą 47937,04 USD ir 1562,66 EUR, esantiems sąskaitoje Nr. LT08 7010 0000 1760 3180 **WESTLINE ASSOCIATES LIMITED** vardu, 278,64 USD esantiems sąskaitoje Nr. LT46 7010 0000 1260 3989 **MORRISON AGENCY LTD.** vardu, 708,95 USD ir 14,93 EUR, esantiems sąskaitoje Nr. LT43 7010 0000 1760 3132 **BELOTRACT GLOBAL INC.** vardu, kadangi 2009-08-31 Kauno m. apylinkės teismas priėmė sprendimą Kauno apskrities VMI pareiškimą dėl turto pripažinimo bešeimininkiu tenkinti ir turta, išvardintą 2008-05-13 turto apskaitos akte Nr. 8 ir Nr. 9 pripažinti bešeimininkiu turta ir perduoti jį valstybės nuosavybėn (51 t. 58-59 l.). 2009-10-19 AB Ūkio bankas informavo, kad įvykdytas 2009-08-31 Kauno m. apylinkės teismo sprendimas civilinėje byloje ir pinigai pervesti į VMI surenkamąją sąskaitą Nr. LT24 7300 0101 1239 4300, esančią banke AB „Swedbank“ (51 t. 60 l.).

2009-12-03 (50 t. 158-161 l.), 2010-03-03 (50 t. 167-168 l.), 2010-06-03 (50 t. 174-177 l.), 2010-09-03 (50 t. 185-188 l.), 2010-12-03, (50 t. 196-199 l.), 2010-12-06 (51 t. 2 l.), 2011-03-03 (64 t. 16-22 l.), 2011-06-03 (64 t., 46-47) Kauno m. apylinkės teismas nutartimis pratęsė nuosavybės teisės apribojimą Mita Group Ltd., Korofalt Ventures Ltd., Moduls Business Inc., Vectrus Commerce Ltd., Logotreck Products Inc., Advanta corporation, Machinery trade, Great alliance consultants limited, Buron capital corp., Annava limited sąskaitose esančioms lėšoms (50 t. 158-161 l.).

2007-05-22 Kauno apygardos prokuratūros sunkių nusikaltimų ikiteisminio tyrimo organizavimo skyriaus prokurorė išsiuntė kvietimus lietuvių, rusų, anglų kalbomis bendrovių Morrison Agency Ltd atstovui Vladimir Bunakov, Vectrus commerce Ltd atstovui Vladimir Shachov, Machinery Trade S.A. direktoriui Borys Balenko, Westline associates limited atstovui Jurij Filipov, Buron capital corp. atstovui Andrey Shishov, Moduls Business inc. atstovui Serge Gorbačiov, Annava limited Oksana Rostiashvili, Advanta corporation atstovui Evgenij Demjanov, Belotract Global inc. direktorei Julijai Kosulnikovai, Logotreck products inc. direktorei Tatjanai Dudorovai, Korofalt Ventures Ltd direktorei Irinai Gauk, Great alliance consultants limited atstovui Vasilij Chončev, Mita group Ltd direktoriui Mikhail Rodionov kompanijų registracijos adresais (52 t. 167 - 53 t. 5 l.). 2007-05-25 tiems patiems asmenims išsiųsti analogiški kvietimai Rusijos Federacijoje žinomais adresais (53 t. 37 l.). Logotreck products inc. direktorei Tatjanai Dudorovai (53 t. 12 l.), Buron capital corp. atstovui Andrey Shishov (53 t. 26 l.) siųsti kvietimai grįžo atgal.

2006-10-24 Kauno m. apylinkės nutartimi leista atlikti AB Ūkio bankas buveinėje bendrovė Mita Group Ltd., Morrison Agency Ltd., Belotract Global Inc., Korofalt Ventures Ltd., Moduls Business Inc., Vectrus Commerce Ltd., Logotreck Products Inc., Advanta corporation, Machinery trade, Great alliance consultants limited, Buron capital corp., Moduls Business Inc., Westline associates limited sąskaitų atidarymo originalių dokumentų poėmį (53 t. 40-41 l.), 2006-10-27 poėmis atliktas (53 t. 42-190 l.).

2008-02-11 pagal 2008-02-08 Kauno m. apylinkės nutartį atliktas 2006-03-20 Banko sąskaitos sutarties Nr. 180-04/2032-01 su Great alliance consultants limited ir paslaugų teikimo internetu sutarties poėmis (23 t. 70-81 l.).

2006-11-28 advokatas Juozas Gaudutis Kauno apygardos prokuratūrai pateikė Mita Group Ltd., Logotreck Products Inc., Advanta corporation, Korofalt ventures Ltd., Machinery trade S.A., Belotract Global Inc., registravimo pažymėjimų kopijas (57 t. 165-180 l.), 2006-07-04 Logotreck products Inc. sutartį su Fontana invest inc. limited Nr. 63 su priedais (57 t. 199 - 58 t. 11 l.), 2006-06-26 Machinery trade S.A. sutartį su Fontana invest inc. limited Nr. 27 su priedais (58 t. 12 - 24 l.), 2006-06-27 Mita group Ltd sutartį su Ennerdale investments limited Nr. 39 su priedais (58 t. 25-36 l.), 2006-06-27 Advanta corporation sutartį su Ennerdale investments limited Nr. 48 su priedais (58 t. 37-48 l.), 2006-06-30 Korofalt ventures Ltd. sutartį su Fontana invest inc. limited Nr. 33 su priedais (58 t. 49 - 61 l.), 2006-07-03 Belotract global inc. sutartį su Fontana invest inc.

limited Nr. 68 su priedais (58 t. 62 – 74 l.), Mita group Ltd sąskaitas: 2006-06-30 Nr. 187, 2006-07-03 Nr. 193, 2006-07-07 Nr. 245, 2006-07-04 Nr. 202 (58 t. 75-82 l.), Machinery trade S.A. sąskaitas: 2006-07-03 Nr. 203, 2006-07-04 Nr. 209, 211 (58 t. 83-88 l.) kaip pateisinančius dokumentus 2006-08-30 ir 2006-08-31 pervedimus į Mita Group Ltd., Logotreck Products Inc., Advanta corporation, Korofalt ventures Ltd., Machinery trade S.A., Belotract Global Inc. sąskaitas AB Ūkio bankas.

2006-12-05 buvo apžiūrėta 2006-07-03 sutartis Nr. 68, specifikacija Nr. 1 (specification # 1), 2006-08-15 papildomas susitarimas Nr. 1 prie 2006-07-03 sutarties Nr. 68 (Additional agreement #1 to the Contract #68 of July 03, 2006), 2006-10-27 poėmio protokolu iš AB Ūkio bankas paimti dokumentų originalai: Belotract Global Inc. prašymas atidaryti sąskaitą, Belotract Global Inc. parašo (-ų) ir antspaudo kortelė, 2006-02-21 Banko sąskaitos sutartis Nr. 180-04/1969-01, 2006-02-21 Paslaugų teikimo internetu sutartis Nr. 180-04/1969-02 su priedais Nr. 1 ir Nr. 2, dalyvaunat Kauno m. VPK KP KTT specialistui D.Suslavičium, kuris pateikė išvadą, kad skiriasi parašų tiek bendrieji, tiek specialieji individualieji požymiai, t.y. judesių forma, kryptis, pratisumas, sujungtumo rūšis ir forma. Nustatyti skirtumai leidžia daryti tikėtiną išvadą, kad Julios Kosulnikovos vardu atliktus parašus, esančius 2006-11-22 advokato Juozo Gaudučio pateiktuose dokumentų originaluose (2006-07-03 sutartis Nr. 68 (contract No. 68), specifikacija Nr. 1 (specification # 1), 2006-08-15 papildomas susitarimas Nr. 1 prie 2006-07-03 sutarties Nr. 68 (Additional agreement #1 to the Contract #68 of July 03, 2006)) ir parašus, esančius 2006-10-27 poėmio protokolu iš AB Ūkio bankas paimtuose dokumentų originaluose (Belotract Global Inc. prašymas atidaryti sąskaitą, Belotract Global Inc. parašo (-ų) ir antspaudo kortelė, 2006-02-21 Banko sąskaitos sutartis Nr. 180-04/1969-01, 2006-02-21 Paslaugų teikimo internetu sutartis Nr. 180-04/1969-02 su priedu Nr. 1 ir Nr. 2), pasirašė skirtingi asmenys. Kategoriškai atsakyti į klausimą bus galima atlikus rašysenos tyrimą (58 t. 90-92 l.).

Kadangi 2006-12-05 atlikta daiktų apžiūra nustatyti nusikalstamos veikos, numatytos Lietuvos Respublikos Baudžiamojo kodekso 300 str. 1 d. požymiai, 2006-12-05 pradėtas ikiteisminis tyrimas dėl dokumento suklastojimo ar disponavimo suklastotu dokumentu (1 t. 2 l.).

2006-12-08 buvo surašyta bei išsiųsta užduotis Nr. 8-2/1152 atlikti ribotos atsakomybės bendrovių sąskaitų AB Ūkio bankas atidarymo dokumentuose bei advokato J.Gaudučio pateiktuose Mita Group Ltd, Logotreck Products Inc., Advanta Corporation, Korofalt Ventures Ltd., Machinery trade S.A., Belotract Global Inc. sutartyse, prekių specifikacijose, papildomuose susitarimuose esančių rankraštinių įrašų bei parašų tyrimą (58 t. 96-97 l.).

2006-12-12 Kauno apygardos prokuratūroje gautas advokato J.Gaudučio prašymas bei pateikti priedai: kompanijų Belotract Inc direktorės Julijos Kosulnikovos, Advanta corporation direktoriaus Jevgenij Demjanov, Mita Group Ltd direktoriaus Mikhail Rodionov, Logotreck Products direktorės Tatjanos Dudorovos, Korofalt Ventures Ltd direktorės Irinos Gauk įgaliojimai atstovauti kompanijas Lietuvoje Machinery trade S.A. direktoriui Borys Balenko, o taip pat Machinery trade S.A. direktoriaus Borys Balenko įgaliojimas Juozui Gaudučiu atstovauti kompaniją Machinery trade S.A. Lietuvoje (53 t. 192-197 l.), jų vertimai (58 t. 128-133 l.). 2006-12-27 užduotimi Nr. 8-1/1179 papildyta 2006-12-08 paskirta užduotis Nr. 8/2-1152, tiriamų dokumentų sąrašą papildant J.Gaudučio pateiktais įgaliojimais (58 t. 99-100 l.).

2006-12-27 advokatas J.Gaudutis prie pakartotino prašymo pateikė kompanijų Ennerdale investments limited raštą, kuriame teigiama, kad 3 480 000 USD pervedimas kompanijai Advanta Corporation buvo avansinis dalinis mokėjimas pagal 2006-06-27 sutartį Nr. 48 (53 t. 200 l.), kompanijos Fontana invest Inc. limited raštą, kuriame paaiškinama, kad 3 278 583,15 USD kompanijai Machinery Trade S.A. buvo pervesti kaip avansinis dalinis mokėjimas pagal 2006-06-27 sutartį Nr. 27 (54 t. 2 l.), 3 700 000 USD kompanijai Belotract Global Inc. - kaip avansinis dalinis mokėjimas pagal 2006-07-03 sutartį Nr. 68 (54 t. 3 l.). 2007-01-25 advokatas J.Gaudutis Kauno apygardos prokuratūrai pateikė 2006-12-15 Ennedale Investments Limited raštą dėl pinigų pervedimo Mita Graoup Ltd. ir 2006-12-15 Fontana Invest. inc. limited raštą dėl pinigų pervedimo Korofalt Ventures Ltd. (58 t. 135-136 l.).

2007-01-10 užduotimi Nr. 8-2/24 ir 2007-02-06 užduotimi Nr. 8-2/121 papildyta 2006-12-08 paskirta užduotis Nr. 8/2-1152, tiriamų dokumentų sąrašą papildant J.Gaudučio pateiktais įgaliojimais (58 t. 102, 105 l.).

2007-02-28 specialisto išvadoje Nr. 11-3568 (06), 11-3(07), 11-164 (07), 11-458 (07) teigiama, kad Machinery Trade 2006-07-04 Invoice # 211, # 209, 2006-07-03 Invoice # 203, 2006-11-20 Machinery Trade S. A. Power of attorney, 2006-06-26 Contract No.27, 2006-06-26 Specification # 1, 2006-08-10 Additional agreement # 1, to Contract # 27 of June 26, 2006, virš spausdinto teksto „B. Balenko“, 2005-03-25 Machinery trade S. A., prašyme Ūkio bankui atidaryti sąskaitą banko sąskaitos sutartyje, paslaugų teikimo internetu sutartyje, prieduose prie sutarties B. Balenko vardu pasirašė vienas asmuo, tačiau 2005-03-25 Machinery trade S. A. "Ūkio banko" antspaudo kortelėje B. Balenko vardu pasirašė ne tas pats asmuo, kuris B. Balenko vardu pasirašė kituose tiriamuosiuose dokumentuose (58 t. 107-120 l.).

Kauno apygardos prokuratūrai buvo pateikti 2006-12-01 ir 2006-10-10 įgaliojimų priedai prie advokatų kontoros „Miškinis, Kvainauskas ir partneriai“ teisinės pagalbos sutarties (54 t. 5-12 l.) 2004-01-15 paskirta užduotis atlikti objektų tyrimą Nr. 8-2/43 (58 t. 122 l.). 2007-01-15 gauta specialisto išvada Nr. IS1-74, kurioje teigiama, kad tirti pateiktos 2006-10-10 „Įgaliojimų priedo prie advokatų kontoros „Miškinis, Kvainai ir partneriai“ teisinės pagalbos sutarties“ kopijos antras lapas yra atliktas iš tirti pateiktos 2006-12-01 „Įgaliojimų priedo prie advokatų kontoros „Miškinis, Kvainauskas ir partneriai“ teisinės pagalbos sutarties“ antro lapo (58 t. 124-126 l.).

2007-03-09 Kauno apygardos prokuratūrai advokatas J.Gaudutis pateikė 2007-03-09 Demjanov Evgenij Genadijevič, Dudorovos Tatjanos Antonovnos, Balenko Boris, Rodionov Michail Nikolajevič pareiškimus, Irinos Gauk pareškimą anglų kalba su vertimu į rusų kalbą (58 t. 146-151 l.). 2007-03-20 paskirta užduotis Kauno m. VPK KTT specialistui atlikti įrašų ir parašų tyrimą, pagal kurią 2007-02-23 pateikta specialisto išvada Nr. IS1-420, kurioje teigiama, kad Demjanov J.G vardu atliktame pareiškime rankraštinių įrašų įrašė ir šalia pasirašė vienas ir tas pats asmuo. Demjanov J.G. vardu atliktame pareiškime bei Radionov. M.N. vardu atliktame pareiškime rankraštinius tekstus įrašė vienas ir tas pats asmuo. (58 t. 153 -158 l.).

Kauno apygardos prokuratūrai advokatas I.Dobilas 2008-07-25 pateikė 2007-03-09 įgaliojimo Khorol Yury, pasirašyto E.Demjanov vardu, kopiją, kuri skyrėsi nuo analogiško įgaliojimo kopijos, advokato I.Dobilo 2008-06-02 pateiktos prie 2008-05-20 skundo Kauno miesto apylinkės teismo teisėjui, atliekančiam ikiteisminio tyrimo teisėjo funkcijas. Ant kopijos, pateiktos Kauno miesto apylinkės teismui, nebuvo Advanta Corporation spaudos, taip pat kopijoje buvo matomi trys notaro Ratiani spaudai. Šią kopiją, pateiktą Kauno miesto apylinkės teismui, patvirtinti advokatas I.Dobilas spaudu „Neoriginalaus dokumento kopija tikra“. Ant kopijos, 2008-07-25 pateiktos Kauno apygardos prokuratūrai, yra Advanta Corporation spaudas, matosi tik vienas notaro Ratiani spaudas (kopija), kopija patvirtinta dviem originaliais notaro Arbikova spaudais. 2008-07-29 surašyta užduotis objektų tyrimui, 2008-07-30 specialisto išvada Nr.20-ISI-1575 nustatyta, kad tiriamieji notaro Ratiani antspaudo spaudai, taip pat ant spaudo esantis įrašas „2“ bei parašas, kurių kopijos matosi tiek ant įgaliojimo kopijos, pateiktos Kauno apygardos prokuratūrai tiek ant įgaliojimo kopijos, pateiktos Kauno miesto apylinkės teismui, yra tapatūs. Tuo būdu, notaro Ratiani patvirtinta kopija buvo pakeista ir toks dokumentas pateiktas tvirtinimui kitam notarui (58 t. 167, 172, 175-182 l.).

2008-01-07 iš Kauno apygardos prokuratūros gautas Yuri Khorol prašymas kompanijų M. Group Ltd., Logotreck Products Inc., Advanta corporation, Korofalt ventures Ltd, Machinery trade S.A., Belotract Global inc. vardu panaikinti šių kompanijų nuosavybės teisės apribojimą, prie kurio pateiktos nepatvirtintos dokumentų kopijos, tarp kurių yra: Logotreck products inc. (klaidinantis blanke nurodytas pavadinimas) sąskaita kompanijai Fontana invest inc. pagal 2006-07-04 kontraktą Nr. 63, Advanta corporation 2006-08-25 sąskaita Nr. G23-434 kompanijai Ennerdale investment limited, Korofalt ventures Ltd 2006-08-24 sąskaita faktūra Nr. 12c-23 kompanijai Fontana invest inc. limited, Belotract global inc. 2006-08-25 sąskaita kompanijai Fontana invest inc. pagal 2006-03-07 sutartį Nr. 68, Korofalt ventures Ltd 2007-10-22 direktoriaus nutarimą direktoriumi pasirašytą

Alexei Alexandrovich Kakovkin, 2007-10-22 Belotract Global inc. direktoriaus nutarimą direktoriumi skirti Serguei Komnatniy (59 t. 51-65 l.).

Liudytojai

2007-01-23 liudytoju apklaustas AB Ūkio bankas Informacinių technologijų departamento direktorius **Valdas Bartkus** teigė, kad vartotojai per internetą gali prisijungti prie Internetinės bankininkystės sistemos ETA bankas. Nuo 2004 m. vasario mėnesio banke buvo įdiegta naujesnė šios sistemos versija. Iki tol buvo registruojami prie ETA bankas prisijungusių vartotojų išoriniai IP adresai. Įdiegus naują sistemą, dėl pagerintos ugniasienės (Firewall) ir padidinto saugumo ir tuo pačiu atsiradusio sudėtingumo susieti išorinius IP adresus (kliento) su ETA banko sistema, buvo nustota kaupti vartotojų IP adresus ETA banko sistemoje. Šiuo metu vartotojų išoriniai adresai yra fiksuojami ir kaupiami ugniasienėje, kurios funkciją atlieka atskiras serveris. Iš jo yra kreipiamasi į pagrindinį banko serverį, kuriame įdiegta ETA bankas sistema. Tačiau į šį serverį iš ugniasienės perduodamas visada tas pats ugniasienės IP adresas. Šiame serveryje yra kaupiami duomenys apie vartotojus, jų prisijungimą prie ETA bankas sistemos (prisijungimo, atsijungimo laikas, vartotojo vardas ir pan.). Ugniasienės ir vidinio serverio duomenis galima susieti pagal laiką, tačiau atsiranda problema dėl galimo abiejų serverių tikslaus laiko neatitikimo (62 t. 72 l.).

2007-02-14 apklaustas liudytoju BĮ UAB „Sofralita“ direktoriaus pavaduotojas **Rimvydas Blažaitis** teigė, kad UAB „Sofralita“ užsiima dėvėtų ir naujų, tačiau defektuotų rūbų prekyba, dėvėtos tekstilės perdirbimu – gamina pramonines pašluostes. Benndrovė reklamuojasi internete, skelbiasi reklaminiame kataloge „Abonent navigator“, kuris platinamas Rusijoje ir Šiaurės Europoje. 2005 m. paskambino asmuo, prisistatęs RAB „Karat“ atstovu bei pasisiūlė pirkti rūbų. Jie faksu nusiuntė 2005-03-10 standartinę sutartį Nr. 01/04/05/02, ji juos tenkino ir jie faksu atsiuntė pasirašytą. Jis teigia su Rusija visada prekes atkrauna tik gavęs pilną apmokėjimą. Sutartį pasirašęs asmuo nebuvo atvykęs, su juo bendraudavo vadybininkė Živilė Badaitytė, jis žadėjo atvykti į Lietuvą šiais metais kovo mėnesį. Jo telefono numerio nežino, kai jis skambindavo mobilus telefonas numerio nerodydavo, būdavo užrašas – privatus numeris. Jis paskambinęs pasakydavo ko pageidauja – skirstoma: rūbai pagal sezoną, atskirai vaikiški rūbai, batai ir pan. Viskas parduodama kilogramais, suderindavo kainą, kiekį. RAB „Karat“ pati niekada už prekes nemokėjo, už ją atsiskaitydavo ofšorinės bendrovės. Jos atstovas pasakydavo kokia bendrovė apmokės už prekes ir tik gavę pilną apmokėjimą pakraudavo krovinį. RAB „Karat“ produkcija buvo pakrauta: 2006-01-16, 2006-02-15, 2006-03-02, 2006-03-21, 2006-03-31, 2006-04-14, 2006-05-12, 2006-05-31, 2006-06-15, 2006-08-11, 2006-10-06, 2006-12-19. 2006 m. pardavimai buvo vykdomi eurais, pirkimai kartais svarais sterlingų. Už RAB „Karat“ atkrautas prekes du kartus apmokėjo Mita Group Ltd: 2006-06-12 – 517920.00 Lt (pagal buhalterinį kursą), 2006-08-22 – 398798,40 Lt (pagal buhalterinį kursą). Indeco Engineering Limited 2006-08-16 už RAB „Karat“ prekes apmokėjo 397072,00 Lt (pagal buhalterinį kursą). Apie šias ofšorines bendroves teigia daugiau nieko nežino. Rusijos pirkėjų visada prašė pervesti daugiau pinigų negu pirks prekių, nes jiems reikia užpirkti naujų, jos brangsta. Mėnesio gale atkrovimai sudengiami su avansiniais pamokėjimais. UAB „Sofralita“ yra darbuotojas Severina Kriauciūnienė, kurios pareigos muitinės deklarantas. Ji įformina visas muitinės procedūras (29 t. 43 l.).

2007-02-12 liudytoju apklaustas R.Bagočiūno IĮ „Raibė“ direktorius **Raimondas Bagočiūnas** teigė, kad jo įmonė nuo 1998 m. pradėjo gaminti medinius langus. Langų gamyba vyksta Vilniuje, Platiniškių g. esančiuose cechuose. Apie įmonės veiklą yra reklamuojama kataloguose, turį internetinį puslapį www.raibe.lt. 2004 m. pabaigoje jiems OOO „Pik Real“ atstovai atsiuntė pasiūlymą gaminti langus ir prašė paskaičiuoti kiek kainuotų nurodytų langų gamyba. Kadangi metų pabaigoje užsakymų būna mažai, jie sumažino savo pelną, kad turėtų daugiau užsakymų ir jiems tiko kainos. 2005-04-11 pas jį atvyko du rusai, kurie prisistatė OOO „Pik Real“ atstovais: Šaškovu Vladimiru ir Aleksandru Sotnikovu. R.Bagočiūno IĮ „Raibė“ vardu pasirašė sutartį Nr. 226 dtd su OOO „Pik Real“ dėl langų gamybos bendrai 146349,25 Lt sumai. Po keleto dienų jie pervėdė avansą, tačiau pavedimuose nebuvo bendrovės OOO „Pik Real“, pinigus

pervedė kažkokia ofšorinė bendrovė. R.Bagočiūnas teigia jų paklausęs dėl apmokėjimo, - jie pasakė, kad viskas gerai, apmokės ofšorinės bendrovės. Jie sakė muitinės procedūras forminti per „Vingės terminalą“. Tada jis įmonės vardu 2005-05-25 sudarė sutartį su UAB „Vingės terminalas“ dėl muitinės tarpininko paslaugų atlikimo. Su V.Šaškovu ir A.Sotnikovu bendraudavo telefonu. Paskutinį kartą su jais kalbėjo telefonu prieš kokius 4-5 mėnesius. Jų telefonai Maskvoje: +79263041494, +79264485098, +79263911846. Su jais susisiekti būdavo gana sudėtinga – dažnai išjungti telefonai, todėl dažniausiai jie patys pasiskambindavo. Pagaminus produkciją, jis paskambindavo jiems, arba jie patys pasidomėdavo ir liepdavo susiekti su UAB „Vingės Terminalas“ darbuotojais. Su jais susiekus, jie nurodydavo kokią bendrovę įrašyti kaip pirkėją sąskaitoje (Invoice), krovinio važtaraštyje. Kiek pamena, tai būdavo Balton Investments LLC. UAB „Vingės terminalas“ dažniausiai produkciją atsiveždavo į muitinės terminalą pati. Už šią paslaugą mokėti UAB „Vingės terminalas“ jiems nereikėdavo. Jis patikrindavo, kad būtų sutvarkyta eksporto procedūra, kad gražintų iš UAB „Vingės terminalas“ deklaraciją su spaudu „eksportuota“. Analogišku būdu buvo sudarytos sutartys su V.Šatkovo ir A.Sotkovo atstovaujamosiomis bendrovėmis: 2005-07-04 Nr. 227dtd, 2005-11-08 Nr. 051108 dtd, 2005-07-29 Nr. 228 dtd, 2005-09-29 Nr. 050929 dtd, 2005-10-05 Nr. 051005 dtd bei atkrauta pagaminta produkcija. Už produkciją atsiskaitydavo įvairios ofšorinės bendrovės. Šiuo metu yra likusi skola už pagamintą produkciją. Ribotos atsakomybės bendrovė „Westline Associates Limited“ jo įmonei 2006-08-23 pervedė 23115 USD ne pagal konkrečią sutartį, o tai buvo dalis avansinio mokėjimo ar padengimas dalies įsiskolinimo (29 t. 148 l.).

2007-02-07 apklaustas liudytoju UAB „Salovė“ transporto vadybininkas **Bogdan Albert** teigė, kad bendrovei „Great Alliance consultants limited“ UAB „Salovė“ teikia paslaugas maždaug nuo 2006 m. vasario. Per 2006 m. šia bendrovei atliko apie 15 kartų transporto paslaugas. UAB „Salovė“ apie teikiamas paslaugas skelbiasi internetiniame puslapyje www.cargo.lt, www.cargo.lv, www.cargo.ru. Maždaug 2006 m. vasario mėnesį paskambino asmuo, prisistatęs vardu Vladimir bendrovės BIO (o vėliau pagal CMR suprato, kad ir OOO „Farkon“), kurios internetinis adresas www.bioshop.ru atstovas. Jis paprašė atlikti transporto paslaugas: pervežti krovinį iš Italijos Maskvą. Jis atsiuntė užsakymą, jo paklausė dėl apmokėjimo. Nurodė kainą, sutarė, kad apmokėjimas bus atliktas, kol krovinys pasieks Maskvą. Pasiėmus krovinį Italijoje ir atvykus į Lietuvą, A.Bognan išsiunčia el. paštu nuskanuotą sąskaitą faktūrą ir jie kol vairuotojas nuvyksta Maskvą jam apmoka už krovinį. Pirmą kartą jis paklausė kam išrašyti sąskaitą, tada jis atsiuntė bendrovės Great Alliance Consultants limited rekvizitus. Visais atvejais, kai užsakymą pateikdavu minėtas Vladimiras, sąskaitas apmokėdavo Great alliance consultants limited. Jų užsakymuos nurodytu telefonu yra skambinęs, tačiau tiesiogiai su Vladimiru susisiekti nepavykdavo – gali būti kad jis nurodė stacionarų bendrovės telefoną. Jeigu šiuo numeriu atsiliepdavo kas nors, jis paprašydavo, kad perjungtų Vladimirui. Kartais perjungdavo, kartais jis vėliau su juo susisiekdavo iš kito telefono, kurio numeris būdavo lietuviškas. Jo paklausė ar jis Lietuvoje, tai jis atsakė, kad čia dėl sujungimų gali būti rodomas Lietuvos ryšio operatoriaus numeris. Jis su Vladimiru paprastai susisiektų elektroniniu paštu client07@mail.ru. Kroviniai visada buvo vienos rūšies – barų įranga. 2006 m. trisdešimtą savaitę gavo iš Vladimiro prašymą pervežti 13 kubinių metrų 2000 kg svorio krovinius iš firmos Simag S.P.A., 34 kubinius metrus, 4280 kg svorio iš firmos Elettrobar, bei krovinius iš sandėlio Grantorto/PD miesto. 2006-08-01 vairuotojas automobiliu valst. Nr. PVZ10 su priekaba valst. Nr. OV 765 nuvyko į Italiją ir 2006-08-01 pasikrovė krovinius pagal CMR Nr. 0009086, 0009085, 0009084. Su šiuo kroviniumi vairuotojas Česlovas Sidorovičius atvyko į Kauną, muitinės sandėlius Taikos pr. Kaune, AD Verbum ir įformino muitinės procedūrą, išrašė naują CMR Nr. 0009087 ir atidarė TIR CARNET. 2006-08-04 šis krovinys per Latvijos Respubliką išvyko į Maskvą. 2006-18-11 krovinį atvežė į Maskvos muitinę. Atlikus muitinės procedūrą krovinys nuvežtas gavėjui OOO „Wood stock“. 2006 m. trisdešimt pirmą savaitę iš Vladimiro gavo užsakymą pervežti 70 kubinių metrų tūrio, 9600 kg svorio krovinį iš Fimar S.P.A bei 15 kubinių metrų tūrio, 2631 kg svorio krovinį iš Forcar S.R.L.. 2006-08-02 vairuotojas Valerij Makutunov atvežė krovinį iš Italijoje į automobilį valst. Nr. RVY796 bei priekabą NV222 pasikrovė minėtus krovinius, išrašė CMR Nr. 0009315, 0009314. Su šiais kroviniais jis 2006-08-05 atvyko į Kauną, AD Verbum

multinės sandėlius, kur įformino multinės procedūras, surašė naują CMR Nr. 0009316 ir atidarė TIR CARNET. 2006-08-07 kroviny išvyko iš Kauno ir per Latviją atvyko į Maskvos muitinę, iš kurios 2006-08-15 atvyko pas gavėją. Už abu pervežimus UAB „Salovė“ gavo po 4550 eurų. 2006 m. trisdešimtą savaitę iš Vladimiro gavo užsakymą pervežti 18 kubinių metrų tūrio, 1600 kg svorio, iš sandėlio Grantorto (Padova) mieste bendrovių: Eurotec Riga 12,5 kubinio metro, 1950 kg svorio, Kenwood 10 kubinių metrų tūrio, 1000 kg svorio, Afinox 1 kubinis metras tūrio, 140 kg svorio, Rollmatic 1,1 kubinio metro tūrio, 97 kg svorio prekių, bei 30 kubinių metrų tūrio, 3950 kg svorio prekių iš bendrovės Garbin S.A.S di Garbin Giorgio&c. 2006 m. liepos mėn. 25-27 d. pabaigoje vairuotojas Aleksėjus Liaščiukas automobiliu valst. Nr. RVY802, priekaba NV224 pasikrovė minėtus krovinys, išrašė CMR Nr. 0007372, 0007371, 0007370, paėmė CMR Nr. 7145, 2006-07-20 CMR be numerio, multinės deklaracijas ir 2006-07-31 atvyko į Kauną AD Verbum multinės sandėlius, kur įformino multinės procedūras ir 2006-07-31, surašė CMR Nr. 0007373, atidarė TIR CARNET bei per Latvijos Respubliką išvyko į Maskvos muitinę. 2006-08-04 atvyko į muitinę ir atlikus procedūras kroviny atiduotas gavėjui. Už šį pervežimą UAB „Salovė“ gavo 4550 eurų ir papildomai už ankstesnio vežimo prastovą buvo paprašyta apmokėti 400 eurų (100 eurų dienai). Su Great Alliance Consults limited problemų su atsiskaitymu už atliktas paslaugas nebuvo (30 t 26-27 l.).

2007-03-23 apklaustas liudytoju **Yuri Khorol** teigė, kad atstovauja kompanijas Machinery Trade S.A., Logotreck Product Inc., Mita Group Ltd., Advanta Corporation šių kompanijų direktorių prašymu, turėdamas notariškai patvirtintus įgaliojimus. Jis numatęs atstovauti dar dvi kompanijas, tačiau šiuo metu įgaliojimų neturi. Atvyko į Lietuvą norėdamas paprašyti dokumentų, kurie reikalingi šių kompanijų advokatams Vienoje kreipiantis į teismą Austrijoje dėl žalos, susidariusios dėl Raiffeisen Zentralbank Oesterreich AG banko veiksmų, atlyginimo. Dėl šio banko abejotinų reikalavimų buvo užblokuotos kompanijų lėšos Ūkio banke. Jis teigia yra susipažinęs su atstovaujamų kompanijų steigimo dokumentais, kopijomis SWIFT pranešimų apie lėšų pervedimą į Machinery Trade S.A., Logotreck Product Inc., Mita Group Ltd., Advanta Corporation sąskaitas Ūkio banke, kopijomis pranešimų pagal sistemą bankas-klientas, kuriuos šios kompanijos gavo iš Ūkio banko, pranešant apie lėšų sąskaitose sulaikymą ir banko pranešimais apie prokuroro nutarimą apriboti kompanijų nuosavybės teises. Raiffeisen Zentralbank Oesterreich AG bankas parašė Ūkio bankui raštą, prašydamas sulaikyti pinigus, kadangi įtariamas pinigų plovimas. Įrodymų ir papildomų duomenų Raiffeisen Zentralbank Oesterreich AG bankas nenurodė. Jis susidarė nuomonę, kad Raiffeisen Zentralbank Oesterreich AG bankas siuntė pinigus, o iš paskos siuntė raštus dėl jų sulaikymo. Vieną iš pervestų sumų, pervestų kompanijai Mita Group Ltd., Raiffeisen Zentralbank Oesterreich AG bankas laikė korespondentinėje sąskaitoje maždaug parą ir kai lėšos buvo įskaitytos į šios kompanijos sąskaitą Ūkio banke, Ūkio bankas tuojau informavo Mita Group Ltd. apie lėšų sąskaitoje apribojimą. Jo ir advokatų, dirbančių su byla nuomone, Raiffeisen Zentralbank Oesterreich AG bankas neturėjo pagrindo sulaikyti pinigų, todėl siuntė pinigus į Ūkio banką jų nesulaikydamas, vykdydamas kliento nurodymus. Advokato J.Gaudučio žodžiais Raiffeisen Zentralbank Oesterreich AG bankas į tyrimo užklausimus nieko neatsako. Jam sakė atstovaujamų kompanijų direktoriai, kad jie siuntė laiškus Raiffeisen Zentralbank Oesterreich AG bankas prašydami paaiškinti situaciją, bet atsakymų negavo ir bankas raštiškai nebendrauja daugiau kaip pusę metų. Kompanijos, kurias jis atstovauja, yra seniai dirbančios, su didele apyvarta, jos prekiauja su kompanijomis Panasonic, Sony, Hitachi, Microsoft, LG. Jo atstovaujamos kompanijos neturi nieko bendro su pinigų plovimu. Jam tokia nuomonė susidarė pagal kompanijų veiklos pobūdį ir iš SWIFT pranešimų kopijų, taip pat iš kontraktų kopijų. Jam žinoma, kad Ūkio bankui faksu buvo išsiųstį kontraktai pagal kuriuos buvo vykdyti mokėjimai. Jam tai sake atstovaujamų kompanijų direktoriai. Jis pats yra matęs visų atstovaujamų kompanijų kontraktų kopijas kompanijos Mita Group Ltd.ofise, kuris yra 5 Donskoj projezd namas 21, Maskva. Šiame ofise jis teigia matėsis su B.Balenko ir M.Radionov 2006 m. lapkričio-gruodžio mėn. Jis asmeniškai gerai pažįsta Rodionovą Michailą. Jis jį pažįsta anksčiau, nei jis tapo kompanijos Mita Group Ltd. direktoriumi. Jis gyvena Maskvoje, adresu, kuris nurodytas įgaliojime. Jo Radionovas Michailas paprašė nuvažiuoti į Lietuvą, išsiaiškinti bylos aplinkybes ir esant galimybei susitikti su tiriančiais

pareigūnais ir išsiaiškinti, koku pagrindu sulaikytos lėšos. Jis nežino, iš kur ir kaip seniai jo atstovaujamų kompanijų direktoriai pažįsta vienas kitą. Jam žinoma, kad 2007-03-05 visi įgaliojimuose nurodyti asmenys - Demjanov Evgenij, Rodionov Michail, Dudorova Tatjana, Balenko Boris ir jis susitiko notarinėje kontoroje Maskvoje Ščiolkovskoje šose namo numeris, atrodo, 21. Su visais įgaliojimus pasirašiusiais asmenimis jis palaiko ryšius per Rodionovą. Jis teigė, artimiausiu laiku raštiškai atsakys į klausimą, kokie yra kontaktiniai mano atstovaujamų asmenų telefonai. Priežastis, dėl kurios atstovaujamos kompanijos atidarė sąskaitas Lietuvos Respublikos Ūkio banke, jam nežinomos. Ar šios kompanijos vykdė kokią nors veiklą Lietuvos Respublikoje, nežinau. Jo ir advokatų dirbančių su šia byla, nuomone, lėšų sulaikymas sąskaitose Ūkio banke yra nepagrįstas, kadangi Raiffeisen Zentralbank Oesterreich AG bankas, iniciavęs šią situaciją nepateikė nei vienai iš susijusių pusių kokių nors įrodymų arba įtarimų apie pinigų plovimą išskyrus vienkartinį abejotinų SWIFT pranešimų Ūkio bankui apie pinigų grąžinimą 62 t.73-100 l.).

2007-12-04 liudytoju apie savo paties galimai padarytą nusikalstamą veiką apklaustas **Rodionov Michail Nikolajevič** teigė, kad jis yra generalinis kompanijos „Mita Group“, užregistruotos Britų Mergelių salose 961 Road Town Tortola. Direktorius. Kompanija Ennerdale yra jų kontrahentas. Jai vadovauja Vernovskij Aleksej. Jis su juo buvo sudaręs sutartį dėl mėsos konservų tiekimo ir jis pervedė jiems numatytą kontrakte sumą. Kompanijos biuras yra Chimku mieste šalia Maskvos, Zagorodnoje šosse, namas 7 a, 505 ofisas - 515. Šiame ofise yra apie 16 kambarių, dirba apie 40 žmonių, tame tarpe buhalteriai, menedžeriai, kitas aptarnaujantis personalas. Jis vadovauja šiam kolektyvui. Jis asmeniškai pasirašo sutartis. Rodionov M.N. teigia asmeniškai susitikęs su Vernovskiu Aleksejumi, su juo susisiekiė telefonu. Su juo susipažino per bendrus pažįstamus. Jie susitiko firmos „Mita Group“ ofise Chimkuose. Kartu su Vernovskiu pasirašė sutartį. Tik jis gali naudotis „Mita Group“ antspaudu, pats asmeniškai patvirtino spaudu sutartį. Vernovskis turėjo su savimi firmos antspaudą, prie jo asmeniškai uždėjo antspaudą. Jis Vernovskio telefoną turiu kitame mobiliame telefone, šiuo metu šio telefono su savimi neturi. Jis naudojami keliais mobiliais telefonais. „Mita Group“, šioje sutartyje buvo pardavėjas, o „Ennerdale“ pirkėjas. Jie dirba tokiu principu: kompanija „Mita Group“ dirba kaip tarpininkas vykdančią prekybines operacijas. Pagal kontraktą turėjo patiekti „Ennerdale“ mėsos konservus. Rodionov M.N. pagal kontraktą gavo tik dalį pinigų. Dalį konservų nupirko ir patiekė „Ennerdale“. Jis atsisakė nurodyti, iš ko pirkė konservus, nes tai yra komercinė paslaptis. Jie turi sutartis su logistikos kompanijomis, jų yra apie 20. Jis šių kompanijų pavadinimų nežino, nes tuo užsiima specialūs „Mita Group“ darbuotojai. Rodionov M.N. teigia, jog kompanija turi terminalą Chimku mieste Novoschodninskoje šosse, valda 5. Šiame terminale nuomoja patalpas. Biuro patalpas taip pat nuomojo, kiek prisimena, nuo 2005 metų pabaigos. Jo kandidatūrą „Group Mita“ akcininkams pasiūlė bendri pažįstami. Jis buvo susitikęs su akcininkais Rusijoje, viešbučio „Balčug“ fojė. Akcininkų susitikimo metu buvo ne mažiau 5 asmenų. Biuro patalpas rado jis pats. Dalį darbuotojų parinkau jis, dalį rekomendavo akcininkai. Visi darbuotojai dirba su darbo knygelėmis. Kompanija dirba akcininkų lėšomis. Jų kompanija turi tik vieną sąskaitą „Ūkio bankas“. Apribojus lėšas sąskaitose jie verčiasi tik smulkia veikla, nes trūksta apyvartinių lėšų. „Enerdalle“ firmai dalį konservų jie patiekė, kokią dalį, nurodyti negali. Kita dalis konservų šiuo metu yra sandėlyje Chimkuose. „Ennerdale“ jiems pretenzijų neturi, kodėl, nurodyti negali. „Enerdalle“ yra mūsų pastovūs partneriai. Jie turi vidinį susitarimą dėl situacijos sprendimo, šis susitarimas nenumato kreipimosi į teismą. Pavardė Orechovas man nieko nesako, kompanijos Indeco jis neatsimena. Kompanijos Korofalt Ventures LTD pavadinimas jam šiuo metu nieko neprimena, kompanijų Logotreck Products INC, Belotract global INC, Advanta Corporation, Machinery trade S.A. jis neprisimena. Pavardė Julia Kosulnikova jam nieko nesako, pavardės ir vardai Irina Gauk, Tatjana Dudorova, Evgenij Demjanov, Borys Balenko jam negirdėtos. Jis asmeniškai atėjo į „Discount“ banką ir sužinojo, kad bankui atšaukta licencija. „Discount“ banke buvo Enerdalle sąskaita (62 t. 123-125 l.). 2007-12-05 liudytoju apie savo paties galimai padarytą nusikalstamą veiką papildomai apklaustas Radionov M.N. teigė, kad paskutinį kartą matėsi su Aleksejumi Vernovskiu 2007 m. pradžioje Maskvos centre. Jei nebus pasikeitęs A.Vernovskio telefonas jis galės jį atsiųsti. Jų bure

yra faksas, bet jo numerio neatsimena. Jis su A.Vernovskiu susitikdavo arba biure Chimkuose, arba įvairiose Maskvos miesto vietose. Jis nėra buvęs A.Vernovskio biure, nežino, kur šis biuras yra. Jis susitikdavo su A.Vernovskiu kaip su kompanijos Ennerdale vadovu. Jis jo tikslų pareigų nežino, bet jis prie jo rašydavosi sutartis ir uždėdavo Ennerdale antspaudą. Verslo partnerius susirasdavau per bendrus pažįstamus. Su kitais verslo partneriais susitikdavo neformalioje aplinkoje - kavinėse, restoranuose, varžybose, biure Chimkuose. Jis teigia asmeniškai lankęsis pas verslo partnerius įvairiuose Rusijos miestuose. Jis pirmą kartą atvyko į Lietuvą, yra buvęs Anglijoje 2006 metais verslo reikalais. „Mita group“ buhalterė yra Zinaida Veksler, jos namų adreso nežino. Ją pasiūlė įdarbinti kažkas iš steigėjų. Firmoje yra apie 10 buhalterių, vyriausia buhalterė buvo Jelena, ji išėjo iš darbo prieš metus laiko. Jis yra Mita Group generalinis direktorius, neturi pavadootojo. Mita Group vieno vadovo užtenka. Jis neturi ir pavadootojo komercijai. Visas sutartis sudaro tik jis, antspaudas taip pat yra tik pas jį. Sutartis ruošia menedžeriai. Menedžeriai buvo Nikolajus, Aleksandras ir Sergejus, jų pavardžių nežino. Jų kadru skyriaus viršininkė Alefina Sergejeva lyg Nikonenko ar Nikonova, išėjo iš darbo 2007 m. pradžioje. Šiuo metu niekas kadru reikalų netvarko, kompanija praktiškai nedirba. Šiuo metu buhalterė yra jos vardas lyg Olga, pavardės nežino. Mita Group generaliniu direktoriumi nuo 2004 lapkričio mėn., Olga buvo priimta 2006 m., jis ją priėmė į darbą, pavardės neatsimena. Dokumentai buvo pas sekretorius, šiuo metu sekretorių nėra, dokumentai, turbūt yra biure, jis netikrino. Biure yra seifas, ten jo asmeniškai daiktai, dokumentų ten nėra. Pas juos nėra atsakingų už dokumentų saugojimą. Jie teikia duomenis mokesčiams. Tarp steigėjų, su kuriais jis buvo susitikęs, jo nuomone užsieniečių nebuvo, bet kokiu atveju, jie visi kalbėjo rusiškai. Konservus kompanijai Ennerdale jie pristatė kompanijos nurodytu adresu užsakę vežėjų kompaniją kurios jis neatsimena. „Mita Group“ mokėjo už transporto paslaugas. Jų kompanija turi tik vieną sąskaitą, ši sąskaita yra Ūkio banke. Transporto kompanijai mokėjo negrynaisiais pinigais. Pervedimą darė buhalterija. Pervedimus daro buhalterija, jis duoda kodus. Buhalterijoje dirba padorūs žmonės, iki šiol jokių nesklandumų dėl pinigų pervedimų nebuvo. Kodų lentelės yra jo žinioje, saugomos seife. Jis duoda nurodymus dėl kiekvieno pervedimo, be jo žinios pavedimai nedaromi. Rodionov M.N. teigė, kad pas jį buvo kitas užsienio pasas. Rusijoje yra du pasai - vienas naudojimui Rusijoje, kitas - išvykimui į užsienį. 2006 metais jis turėjo kitą užsienio pasą. Jis pasikeitė užsienio pasą, nes baigėsi vieta vizoms. Čekijoje yra buvęs keletą kartų, o Anglijoje vieną ar du kartus. Seną užsienio pasą jis paliko vidaus reikalų skyriuje, pakeičiant užsienio pasą jis nepaliekamas asmeniui. Rusijos Federacijoje jo pasas yra namuose. Jis kalba tik rusų kalba, kažkiek kalba anglų kalba. Jeigu lėtai, galiu kalbėti anglų kalba. Sutartį su Ennerdale atstovu pasirašė Chimkuose. Jam parodytoje sutarties 2006-06-27 kopijoje yra jo parašas ir Mita Group antspaudas, A.Vernovskio parašą žino tiek, kiek yra matęs, Vernovskis sutartį pasirašinėjo prie manęs. Jie pasirašė du sutarties egzempliorius, vienas - „Mita Group“, kitas „Ennerdale“. „Mita Group“ egzempliorius turėtų būti saugomas biure, nes jis nėra įvykdytas, A.Vernovskis savo egzempliorių pasiėmė. „Mira Group“ biure nebuvo daroma krata, nebuvo gaisro, vagystės. Pagrindiniai dokumentai, tokie kaip neįvykdytos sutartys, turėtų būti biure. Sutartis sudaryta anglų kalba dėl to, kad sudaryta tarp ofšorinių kompanijų, su A.Vernovskiu kalbėjosi rusų kalba. Kiek prisimena, buvo šios sutarties vertimas į rusų kalbą. Sutartį sudarė ir vertimu rūpinosi juristas vardu Jura, šiuo metu jis nebedirba, išėjo 2007 m. pradžioje. Šiuo metu likę apie 5 darbuotojai, jie dirba laisvu grafiku. Jura buvo su juo Londone, jis ten buvo pagal asmeninę iškvietimą, ten buvo susitikęs su A.Vernovskiu. Kontrakte nurodyta sudarymo vieta Londonas, nes ten buvo aptartas kontraktas, nors pasirašytas jis buvo Rusijos Federacijoje. Ką reiškia Incoterms sąlygos ESW jis nežino, teigia, kad sutartį sudarė juristas. Jis turi susitarimą su Logistikos firmomis, jų pavadinimų neatsimena. Jis rašėsi sutartis su Logistikos kompanijomis, tačiau neatsimenu pavadinimų. Kadangi turėjo sutartis su Logistikos kompanijomis prekės Ennerdale buvo pristatytos šios kompanijos nurodytu adresu Rusijos Federacijoje. Pagal kontraktą turėjo būti pirma pervedami pinigai, po to pristatomos prekės. Mėsos konservus pirko Rusijoje už jo asmeniškai paimtus skolon pinigus. Jis nenurodys, iš ko ėmė pinigus skolon, tai nebuvo labai didelė suma. Už jo asmeniškai skolon paimtus pinigus buvo nupirkta konservų, jie pristatyti kompanijai Ennerdale jos nurodyti adresu Rusijos Federacijoje. Jis vakar nurodė, kad sandelyje yra konservų, šie konservai nėra skirti kompanijai Ennerdale, tai gali

būti likučiai iš kitų kontraktų. Šie likučiai nėra dideli, nes kompanijos padėtis nėra gera. Į Helsinkį mėsos konservų Mita Group nepristatė, nes nenorėjo turėti reikalų su muitinėmis. Jis teigia, kad jei būtų gavę visą sumą, būtų pristatę per logistikos kompanijas. Kad įvykdyti dalį savo įsipareigojimų ir neturėti reikalų su muitine jie pirko prekes Rusijos rinkoje praradę pelną. Pagal kontraktą Nr. 39 iš Ennerdale sąskaitos buvo pervesta apie 49 000 000 USD, kur jie buvo panaudoti, jis neatsimena, nes praėjo metai laiko. Kodėl už tuos 49 000 000 nebuvo nupirkti Kinijoje konservai jis neatsimena, nes praėjo metai laiko. Jis teigė, kad rūko, kai tik būna galimybė, kuri nemaišo darbui išgeria, todėl ne viską gali prisiminti. Į jokią teismą Mita Group nei Ennerdale nesikreipė, susitarimas kreiptis į tarptautinį arbitražą Stokholme yra tik formalumas, taip paprastai rašoma sutartyse. Jam parodytoje sutarties Nr. 39 kopijoje parašas yra panašus į jo. Ar jis teikė sutarties kopiją Ūkio bankui, neatsimena. jis girdėjo, kad A.Vernovskis yra nemokus, jo nematė nuo 2007 m. pradžios. Jam parodytos dvi to paties kontrakto Nr. 39 kopijos yra skirtingos – jo parašai yra skirtingose vietose, skirtingose vietose yra antspaudai, A.Vernovskio parašo jis vertinti negali, bet ir Ennerdale spaudas yra skirtingose vietose. Kaip galėjo atsirasti du skirtingi sutarties Nr. 39 variantai anglų kalba, aš nežinau, pas mane yra vienas sutarties egzempliorius, originalas, jis turėtų būti seife. Sutarties Nr. 39 originalo iš manęs niekas nereikalavo. Po to, kai jis sužinojo, kad Ennerdale sąskaita areštuota, per pažįstamus išėjo į advokatą J.Gaudutį. Jis nuėjo į notarinę kontorą, išrašė įgaliojimą advokatui J.Gaudučiu. Tai buvo 2007 m. kovo mėn. Jis teigia lygtai daugiau nieko neįgaliojo atstovauti jį. Jis vienas nusprendė eiti į notarinę kontorą ir išrašė kiek prisimena, vieną įgaliojimą. Notarinė kontora buvo Ščiolkovskoje šosse. Jura Chorol jis pažįsta, jis yra jo geras pažįstamas. Jis turi Amerikos pilietybę ir jis jam išrašė įgaliojimą gauti dokumento dėl sąskaitos blokavimo originalą. Notarinė kontora buvo Ščiolkovskoje šosse, tai lyg taip pat buvo 2007 m. pavasarį. Banke Discount jis atsitiktinai susitiko su vadovais 4 ar 5 kompanijų, pas kurias buvo sąskaitos Ūkio banke, jų vardų, pavardžių neatsimena, buvo ir moterų, bet kiek jis neatsimena. Jie jam davė įgaliojimą, kad savo vardu sudarytų sutartį dėl juridinių reikalų tvarkymo. Ir jis sudarė sutartį su advokatu J.Gaudučiu. Kiek prisimena, sutartį su J.Gaudučiu jis sudarė, tačiau kada, neatsimena, kur, neatsimena, gali būti, užsienyje, bet kur, neatsimena. Jam atrodo, kad jis jį yra matęs anksčiau. Ar jam davė dokumentus, neatsimena. Jis teigia, kad Maskvoje turbūt turi tų minėtų 4 ar 5 vadovų telefonus, su jais buvo susitikęs porą kartų, Maskvos transporto kamščiuose. Jam pateikto „Power of attorney“ jis negali pažodžiui išversti, tai panašu į kažkokį juridinį dokumentą. Teigia, kad parašas panašus į jo, kokiomis aplinkybėmis, neatsimena, kas galėjo pateikti pasirašyti, nežino. Antspaudas yra Mita Group, reiškia jis pasirašė. Vardas ir pavardė Borys Balenko jam nieko nesako, jis galėtų pasakyti tik pagal fotografiją. Jis neatsimena, ar teikė kam nors įgaliojimus atstovauti „Mita Group“. Jo nuomone, jį 4-5 direktoriai įgaliojo sudaryti sutartį dėl teisinių paslaugų teikimo. Jis sudarė sutartį, tačiau kur ir kada, neatsimena. Jis sudarė sutartį su J.Gaudučiu kiek atsimena, Londone. Jam buvęs reikalingas patikimas partneris, kurio darbuotojai kalbėtų rusiškai, jis nepasitiki Rusijos bankais. Kažkas jam patarė Ūkio banką. Jis pats nuėjo į banką, sudarė sutartį, kiek kartų buvo banke, neatsimena. Parodytoje kliento anketoje nurodytu adresu - Taraso Ševčenkos krantinė 23 a. Rusija galimai buvo ankstesnė firmos buveinė, jis neatsimena. Road Town Tortola British Virgin Islands P.O. box. 961 kažkas tai gauna korespondenciją, kas gauna korespondenciją, jis nežino. Jis galimai gauna korespondenciją iš ten, bet kas siunčia, nežino. Rodionov M.N. teigia, kad prokuratūros nutarimą apriboti lėšas sąskaitoje atrodo kad gavo, bet su labai dideliu pavėlavimu. Tuo metu, kai jis rašė įgaliojimą Juri Chorol, dar nebuvo gavęs prokuratūros nutarimo. Jam korespondenciją galima siųsti į Chimkus. teigia, kad gal neatidžiai skaitė sutartį, todėl nepranešė apie buveinės vietos pasikeitimą. Kliento anketoje nurodyta, kad yra įmonės naudos gavėjas, bet taip tik nurodyta, jis gaudavo tik atlyginimą, jam jį mokėjo steigėjai. Gali būti, kad adresu 5 Donskoj projezd 21, Maskva buvo firmos Mita Group būstinė. Jam parodytoje parašų ir antspaudų kortelės kopijoje grafoje „parašas“ yra jo parašas, įrašai director Mikhail Rodionov panašūs į jo rašyseną. Dėl įrašo Mita Group ltd p.o. box 962 Road Town Tortola. BVI nėra tikras ar tai jo rašysena. Ar turi verslo ryšių su Lietuvos įmonėmis, neatsimena. Įmonės „Sofralita“ pavadinimas jam girdėtas. Pagal pavedimus matosi, kad Mita Group 2006-06-12 pervedė 150 000 eurų už tekstilės gaminius ir 2006-

08-22 pervedė 115 500 eurų už tekstilės gaminius, sutarties aplinkybių neatsimena, jei sutartis įvykdyta, jos nesaugo. Asmenų, su kuriais bendravo ir aplinkybės, ar buvome susitikę, neatsimena. Lietuvos firmą „Mustangas“ atsimena, ji vykdo pervežimus. Kiek atsimena, bendravo su kažkokiais lietuviais, jų asmenų neatsimena. Pagal pervedimus matosi, kad 2006-08-03 pervesta 19 668 USD ir 2006-08-09 pervesta 20 050 USD. Sutarčių neatsimena, bet galėjo būti tokie pavedimai. Vardų Ašotas, Romanas, Andrejus, Valentina ryšium su firma „Mustangas“ jis neatsimena. Firma Gordon management consultants LLC jam negirdėta, ji siejasi su firma „Mustang“, bet vardų jis neatsimena. Firmos Machinery Trade S.A. jis neatsimena. Jei ir buvo kokie komerciniai ryšiai, neatsimena. Jis neneigia, kad galėjo turėti komercinių ryšių. Pagal dokumentus 2006 rugpjūčio mėn. į Mita Group sąskaitą iš Machinery Trade S.A. pervesta 67 000 000 USD. Jis neneigia, kad galėjo būti sutartis, bet jos neatsimena. Pagal dokumentus į Machinery Trade S.A. pervesta iš viso 43 000 000 eurų, aplinkybių neatsimena. Jis teigia, kad buvo apklaustas 3 kartus šioje byloje: 2 kartus apklaustas Gazetnij pereulok, Tardymo komitete, 1 kartą Severnoje apygardos Vidaus reikalų valdyboje. Solianovas jį apklaustė 1 kartą, jis apklaustė tuo metu, kada buvo šalta, kada, neatsimenu. Po to jį 2 kartus apklaustė pavasarį. Jis pats pasirašė jam pateikiamą 2007-03-05 notariškai patvirtintą pareiškimą apie tai, kad kontraktai ir invoisai pateikti Ūkio bankui pasirašyti jo asmeniškai ar jo pavaduotojo. Jis teigia, kad šis pareiškimas turėtų būti pas jį seife. Jis esant būtinumui galėjo jį kam nors duoti, bet tik esant būtinumui. Pavaduotojas galėjo reikšti šiame pareiškime asmenį, kurio jis vienu atveju paprašė jį pavaduoti, pastovaus pavaduotojo jis neturi. Jis nuėjo pas notarą apsidraudimui, galvodamas, kad gal būt tokio pareiškimo prireiks. Gali būti, kad šis pareiškimas guli pas jį seife. Jis pas notarą buvo vienas. Tarp to, kad 2007-03-05 buvo surašytas pareiškimas pas notarą ir tai, kad jis 2007-03-06 gavo užsienio pasą nėra jokių ryšių. Dėl jam pateiktų duomenų apie lėšų judėjimą tarp ofšorinių bendrovių paaiškinti nieko negali, nes neatsimena. Su Ennerdale buvo dažni ryšiai, todėl jis šią kompaniją išiminė. Pavardė Sergej Smolianitskij jam nieko nesako, negirdėti Borisas Bubnovas, Grigorij Lerner. Firma Rosneftgazinvest jam girdėta, gal kažkokių sandėrius sudarė. Apie ryšius su Izraelio firmom nieko pasakyti negali, neatsimena. Kokiu būdu pas nurodytus asmenis rasti Mita Group dokumentai, nežino, nežino ar tokie dokumentai buvo rasti. Su kuo iš Ūkio banko darbuotojų jis bendravo, neatsimena. Rusijoje tai buvo vyras, Lietuvoje - moteris. Kiek prisimena, sąskaitos kodai nebuvo pasibaigę, naujų kodų negavo. Kiek atsimena, kodus gavo ne tą pačią dieną, kai parašė pareiškimą apie sąskaitos atidarymą. Jam perskambino kažkas iš jo pažįstamų, kuris yra taip pat Ūkio banko klientas ir pranešė, kad galima pasiimti kodus. Jis pasirašė dėl kodų gavimo Ūkio banko buveinėje Rusijos Federacijoje, kuri yra centre, gatvės neatsimena. Kodai buvo neužkljuotame voke (62 t. 126-151 l.).

2010-02-10 liudytoju apie savo paties galimai padarytą nusikalstamą veiką apklaustas **Sergej Viktorovič Razdyakonov** teigė, kad 2006 m. rugpjūčio mėnesį iš matymo pažįstami asmenys, jo paprašė paskolinti apie 70000 USD, tačiau jis sutarė, kad jie už 50000 USD parduos verslą - tris kompanijas su visais verslo ryšiais. Jis dabar neatsimena nei vardų, pavardžių šių asmenų, tačiau paieškos užrašuose ir jeigu ras, informuos. Viena kompanija užsiiminėjo automobilių detalėmis, kita kompiuteriais ir jų detalės, trečia įvairiomis prekėmis. Jo juristas sudarė verslo pirkimo pardavimo sutartį. Jam perdavė kompanijų Annava Limited, Moduls Business Inc., Vectrus Commerce Ltd. originalus, banko sąskaitų PIN TAN kodus, buvo sudarytas dokumentų perdavimo aktas. Kompanijų dokumentai yra jo ofise, Pervyj truženikov pereulok, dom 14. Jis tapo Annava Limited, Moduls Business Inc., Vectrus Commerce Ltd. savininku ir paprašė nominalaus direktoriaus, kad jam išrašytų įgaliojimą atstovauti kompanijas. Jis taip pat neatšaukė anksčiau išduotų įgaliojimų asmenims veikti šių kompanijų vardu, taip pat nesidomėjo kiek jų ir kam išduota. PIN TAN kodų taip pat nepasikeitė. Kompanijų ofisas buvo Maskva, 1-yj Pereulok truženikov, d. 14-1, strojenie 1; dirbo keturi darbuotojai, kurių vardų ir pavardžių teigia dabar neatsimena. Kompanijos sandėlių, prekių neturėjo. Jos prekiaudavo tiesiai iš tiekėjo, jis norėjo vežti prekes draugo kompanijos transportu, todėl jis kelias savaites sustabdė prekių vežimą, kad būtų pigiau. Jis šiuo metu neatsimena kompanijų pavadinimų, iš kurių pervesti pinigai buvo į Annava Limited, Moduls Business Inc., Vectrus Commerce Ltd. sąskaitas Ūkio banke, kuriems vėliau buvo pritaikytas nuosavybės teisės apribojimas. Pagal į jo kompanijų sąskaitas pervestas lėšas, kurioms

taikomas nuosavybės teisių apribojimas, tikriausiai jokios prekės nebuvo nupirktos, tai buvo tikriausiai avansinis pervedimas, tačiau jam reikia patikrinti pagal sąskaitas ar tai pilnai avansinis pervedimas, ar dalis prekių jau buvo pateikta. Su Ennerdale investment Ltd ir Fontana Invest inc. kompanijų vadovais, atsakingais asmenimis jis nebuvo susitikęs, viskas vyko pagal anksčiau sudarytus kontraktus. Jis neatsimena, ar išsigijęs kompanijas darė kokius nors bankinius pavedimus, teigia jog reiktų pasižiūrėti dokumentus. Razdyakonov S.V. teigia, kad vėliau jį susirado šių kompanijų atstovas, tikriausiai juristas vardu Sergejus, pavardės neatsimena. Jis reikalavo gražinti pinigus arba tiekti prekes. Kokiai sumai buvo sudaryti kontraktai su kompanijomis, kurios pervedė pinigus į mano kompanijas, jis neatsimena. Ar pagal kontraktus buvo tiekiamos prekės, jis tiksliai nežino, vėliau patikslins. Jis teigė, jog paieškos likusių prekių gabenimo dokumentų, sąskaitų, kontraktų ir ką ras pateiks prie šio ikiteisminio tyrimo per advokatą. Ar jis sudarė kokius nors kontraktus taip pat neatsimena, reiktų pažiūrėti. Kompanijos Solanž, Saturn-M, Ennerdale, Fontana, Indeco jam negirdėtos. Asmenų Vernovskij Aleksey, Beginin Andrey, Orechov Vladimir, Gorbačov sergey, Rostiašvilli Oksana, Šachov Vladimir nepažįsta. Eleni Papavlou, Christalla Kirkillari kiek atsimena yra nominalūs jo kompanijų direktoriai. Jie pasirašo jo prašymu įgaliojimus bei kitus registracijos dokumentus. Neseniai jis pratęsė kompanijų Annava Limited, Moduls Business Inc., Vectrus Commerce Ltd. registravimą ir laukia naujo įgaliojimo atstovauti kompanijas. Ar šioms kompanijoms yra atidarytos sąskaitos kituose bankuose, jis nežino (62 t. 162 - 193 l.).

2010-10-31 liudytoja apklausta **Lina Mileškevičienė**, kuri teigė, kad AB Ūkio bankas Pinigų plovimo prevencijos departamente dirba nuo 2005-11-15. Departamentas pagal banko vidaus tvarkas atsakingas už pinigų plovimo prevencijos politikos formavimą ir įgyvendinimą. Jie tikrina kiekvieno ne rezidento dokumentus, kuriuos jis pateikia atidarant sąskaitą banke. Pagal banko vidaus tvarką užsienyje registruotoms įmonėms atidarant sąskaitą be kitų dokumentų, kai įmonės tikrasis naudos gavėjas yra juridinis asmuo, bankui pateikia registracijos pažymėjimo ir akcininkų asmens tapatybės nustatymo dokumentų kopijas. Kas yra įmonės naudos gavėjas įrašo klientas, pildydamas Kliento anketas prieš sąskaitų atidarymą. Į šį departamentą anketos pateikiamos kartu su kitais dokumentais, reikalingais sąskaitai atidaryti. Jie patikrina ar klientai nėra įtraukti į bankui prieinamas tarptautines duomenų bazes kaip nepatikimi, įtariami ir pan. asmenys. Klientai, kurių rizikos laipsnis yra normalus, papildomai tikrinami kartą metuose, o tų kurių rizika padidinta, jų patikimumą peržiūri du kartus metuose. Pagal jai parodytas kliento anketas matė, kad bendrovių: Moduls Business Inc. naudos gavėjas yra L.Sidorovas, Belotract Global Inc. naudos gavėjas A.Spodobin, Korofalt Ventures LTD. – A.Petrov, Advanta corporation –A.Bukalov, Vectrus commerce LTD – V.Šilenok. Šių asmenų pasų kopijos turėtų būti AB Ūkio bankas Klientų aptarnavimo departamente. Apie PIN, TAN kodų perdavimo tvarką klientams ji teigia nežinanti. Pinigų plovimo prevencijos departamentas tiesiogiai su klientais nebendrauja, išskyrus pranešimus per ETA bankas sistemą, kai prašoma pateikti pinigų pervedimus pateisinančius dokumentus. Konkrečios tvarkos kada jie turi prašyti, kad klientas pateiktų pateisinančius dokumentus nėra. Jie stebi „on line“ operacijas virš tam tikros sumos, bei kontroliuoja jau įvykusias operacijas ir pasirinktinai prašo pateikti debetavimo o šiuo metu ir kreditavimo operacijas pagrindžiančius dokumentus (62 t. 101 l.).

2010-10-30 liudytoja apklausta **Agnė Garuckaitė** teigė, kad AB Ūkio bankas Klientų aptarnavimo departamente dirba nuo 2002 metų. Sąskaitų atidarymo tvarka nerezidentams: klientai atvyksta į atstovybes su reikalingais dokumentais, užpildo ir pasirašo dokumentus. Jau apie pusantrų metų nustatyta tvarka, jog voką su PIN, TAN kodais atiduoda iš karto klientui, kai jis užpildo banko dokumentus ir pateikia reikiamus bendrovės dokumentus. Po to dokumentai siunčiami į centrinę būstinę Kaune, o elektroniniu paštu atstovybė skyrių informuoja kokį voką su PIN, TAN kodais atidavė. Kai sąskaitą atidaro, šį kodų rinkinį priskiria kliento sąskaitai valdyti internetu. Anksčiau, paprastai klientams PIN, TAN kodai būdavo siunčiami į atstovybę, esant kliento prašymams PIN, TAN kodai būdavo siunčiami jų nurodytu adresu, tačiau tai būdavo labai retai. Siunčiant dokumentus, kodus į atstovybę, tiesiogiai klientams, registracija nebuvo vedama. Ar atstovybėse 2005 – 2006 metais buvo atsiųstų vokų su PIN, TAN kodais bei ar tuo metu klientams

užpildžius dokumentus sąskaitai atidaryti būdavo iš karto duodami vokai su PIN, TAN kodais ji neatsimena. Pasirašytos sutartys kartais buvo gražinamos į atstovybę ir po 1-2 mėnesių. Nuo 2007 m. balandžio mėnesio klientų prašo pateikti naudos gavėjo, kuris nurodomas anketoje, paso kopiją. Anksčiau tai buvo tik rekomendacinio pobūdžio tvarka (62 t. 102 l.).

2006-09-18 liudytoja apklausta **Vida Luzgauskaitė** teigė, kad AB Ūkio bankas dirba apie 7 metus. Apie 5 metus dirba klientų aptarnavimo departamente. Darbas susijęs su sąskaitų atidarymu klientams. Sąskaitų atidarymo tvarka: atvyksta klientas, atsineša dokumentus (kompanijos juridinius bei asmens dokumentus), patikrina šiuos dokumentus, identifikuoja asmenį ir sąskaita atidaroma. Priduoti dokumentus ir identifikuoti asmenį galima ir atstovybėse: Maskvoje ir Kijeve. Banko sąskaitos ir interneto tiekimo sutartys yra atspausdinamos atstovybėse, kur klientas ir pasirašo. Po to dokumentai siunčiami į Lietuvą ir sąskaitos atidaromos Lietuvoje. Šiuo metu Maskvos atstovybėje dirba du darbuotojai. AB Ūkio bankas Prašymus atidaryti sąskaitą gali padėti pildyti ir banko darbuotojas, svarbu, kad klientas pasirašytų. Dabar pageidaujama, kad klientas pats užrašytų vardą ir pavardę. Jeigu kokie nors laukai neužpildyti, užpildo banko darbuotojas. Dokumentai iš atstovybių siunčiami paštu (TNT, DHL). Siunčiami į atstovybes ir iš jų gaunami dokumentai banke nėra atskiri registruojami. Kaip registravimas yra pats sąskaitos atidarymas. MITA GROUP LTD direktoriaus prašymą AB Ūkio bankas atidaryti sąskaitą tikrino 2005-06-22. Ji patikrino ar pateikti visi reikalingi dokumentai, ar jie patvirtinti ir pasirašė bei dokumentus pažymėjo spaudu, kad leidžia atidaryti sąskaitą ir pasirašė banko sąskaitos ir paslaugų teikimo internetu sutartis. Prieš tai dar šiuos dokumentus patikrino ir juos pasirašė juristė. Ji nepildė prašyme ar parašo ir antspaudu kortelėje jokių kitų įrašų. Vėliau pasirašyta banko sąskaitos ir paslaugų teikimo internetu sutartis bei darbo su internetu raktai (PIN ir TAN lentelės) siunčiamos į atstovybę, kur atiduodamos klientui. Analogiškai buvo su MASHINERY TRADE SA, MORRISON AGENCY LTD, ANNAVA LIMITED, VECTRUS COMMERCE LTD, KOROFALT VENTURES, BELOTRACT GLOBAL INC., LOGOTRECK PRODUCTS INC, GREAT ALLIANCE CONSULTANTS, MODULS BUSINESS INC, WESTLINE ASSOCIATES LIMITED. Ji patikrino pateiktus dokumentus ir pasirašė. Sutartyse ji pasirašė, kai kur įrašė savo vardą ir pavardę. Jos pavardę ir vardą gali įrašyti dokumentus prieš tai tikrinusi darbuotoja arba gali būti atspausdinti atstovybėse (62 t. 107 l.). 2007-01-29 liudytoja Vida Luzgauskaitė papildomos apklausos metu teigė, kad kartais Maskvos atstovybėse atspausdintos Banko sąskaitos sutarčių bei Paslaugų teikimo internetu sutarčių pirmieji lapai, kuriuose nėra šalių parašų, būdavo perspausdinami Kaune dėl to, kad ranka įrašytas tekstas būdavo labai suspaustas, sunkiai įskaitomas. Tuo atveju šių sutarčių pirmuosiuose lapuose būdavo atspausdinama sutarties sudarymo data, sutampanti su sąskaitos atidarymo data, atspausdinamas sutarties numeris bei atspausdinamas visas ranka įrašytas tekstas. Visi kiti lapai likdavo tokie patys. Pats sutarties turinys nesikeisdavo. Pasirašius sutartis banko atstovams, į jas įrašydavo ETA sistemos vartotojo vardą, priskirdami PIN, TAN kodai ir vokai su šiais kodais bei vienu egzemplioriumi sutarties siunčiami į atstovybę, šiais atvejais į Maskvą. Ar buvo šie dokumentai tiesiogiai siunčiami klientams jų nurodytais adresais, ji nežino. Dokumentus siųsdavo departamento darbuotojos (62 t. 108 l.).

2006-09-18 apklausta liudytoja **Odeta Bankauskienė** teigė, kad AB Ūkio bankas juriste dirba nuo 1996-08-05. Atidarinėjant AB Ūkio banko klientams nerezidentams sąskaitas Klientų aptarnavimo departamento darbuotojos atneša patikrinti dokumentus, ar jie atitinka įstatymų keliamiems reikalavimams. Ji patikrina, kad būtų pateikti firmos įstatai, registravimo pažymėjimas ir atstovaujanciojo firmą asmens paskyrimo dokumentai bei parašų pavyzdžių kortelė. Jeigu šalys priklauso Hagos konvencijai „Dėl dokumentų legalizavimo“, dokumentai turi būti su apostille. Kitu atveju, jeigu Lietuva pasirašiusi teisinės pagalbos sutartį civilinėse ir baudžiamosiose bylose, tada turi būti pateikti dokumento originalai arba jų patvirtinti nuorašai. Jeigu nepasirašiusi – jie turi legalizuoti (savo šalyje ir Lietuvoje URM). MORRISON AGENCY LTD. atstovo prašymą AB Ūkio bankas atidaryti sąskaitą tikrino 2005-06-13. Šiuos dokumentus jai pateikė klientų aptarnavimo departamentas. Jiems šiuos dokumentus iš Maskvos atveža arba atstovybės direktorius Sviatoslav Komarov arba atsiunčia greituoju paštu DHL. Ji patikrino, kadangi netrūko jokio dokumento, jie buvo su apostillemis, ji pasirašė ir perdavė klientų aptarnavimo skyriui. Dažnai

būna, kad trūksta direktoriaus paskyrimo dokumentų. Tada sąskaita neatidaroma, pranešama klientui ir jis atstovybei pateikia trūkstamus dokumentus. Gavus dokumentus, patikrina ir tik tada pasirašo. Sąskaita atidaroma tik kai pateikti visi tvarkingi dokumentai. GREAT ALLIANCE CONSULTANTS LTD atstovo prašymą atidaryti sąskaitą patikrino ir pasirašė 2006-03-20. Visi dokumentai atitiko reikalavimus, buvo su apostillemis (62 t. 109 l.).

2006-09-18 apklausta liudytoja **Arnolda Apalainienė** teigė, kad AB Ūkio bankas juristkonsulte dirba nuo 2002 m.. Atidarinėjant AB Ūkio banko klientams nerezidentams sąskaitas Klientų aptarnavimo departamento darbuotojos atneša patikrinti dokumentus, ar jie atitinka įstatymų keliamiems reikalavimams. Ji patikrina, kad būtų pateikti pagal procedūrą priklausantys dokumentai: firmos įstatai, registravimo pažymėjimas (prieš kurį laiką atsirado reikalavimas - jeigu kompanija registruota vėliau nei prieš metus, reikia perregistravimo pažymėjimo) ir atstovaujančiojo firmą asmens įgaliojimas, pasas bei jam įgaliojimą išdavusio asmens paskyrimo dokumentai bei parašų pavyzdžių kortelė. Jeigu šalys priklauso Hagos konvencijai „Dėl dokumentų legalizavimo“, dokumentai turi būti su apostille. Kitu atveju, jeigu Lietuva pasirašiusi teisinės pagalbos sutartį civilinėse ir baudžiamosiose bylose, tada turi būti pateikti dokumento originalai arba jų patvirtinti nuorašai. Jeigu nepasirašiusi – jie turi dokumentus legalizuoti (savo šalyje ir Lietuvoje URM). Kliento parašo tikrumą tikrina darbuotojai, kurie bendrauja betarpiškai su klientu ir pasirašo ant parašo ir antspaudo kortelės. MITA GROUP LTD. atstovo prašymą AB Ūkio bankas atidaryti sąskaitą tikrino 2005-06-22. Šiuos dokumentus jai pateikė klientų aptarnavimo departamentas. Ji patikrino, kadangi netrūko jokio dokumento, jie buvo su apostillemis, ji pasirašė prašymą sąskaitai atidaryti ir perdavė klientų aptarnavimo skyriui. Prašyme sąskaitą atidaryti daugiau nieko nerašė, kitur nepasirašinėjo. Analogiškai buvo patikrinti šie ofšorinių bendrovių atstovų prašymai: MASHINERY TRADE SA, ANNAVA LIMITED, VECTRUS COMMERCE LTD., KOROFALT VENTURES LTD., BELOTRACT GLOBAL INC., ADVNTA CORPORATION, LOGOTREC PRODUCTS INC., MODULS BUSINESS INC., BURON CAPITAL CORP., WESTLINE ASSOCIATES LIMITED. Visi reikalaujami dokumentai buvo pateikti, todėl ji pasirašė jų prašymus sąskaitai atidaryti (62 t. 110 l.).

2006-09-18 apklausta liudytoja **Dalia Repšytė** teigė, kad AB Ūkio bankas klientų aptarnavimo skyriuje dirba nuo 2004-06-18. Pagal pareigas ji priima iš Maskvos ir Kijevo atstovybių gautus dokumentus, juos tikrina, nuneša juristams, pinigų plovimo prevencijos departamentui ir vėliau atidaro sąskaitas. Jeigu nepilnai būna užpildytas prašymas atidaryti sąskaitą bei parašo ir antspaudo kortelė, pagal dokumentus užpildo trūkstamus įrašus. Patikrina atstovo parašus pase ir sutartyse, Dokumentai iš atstovybių atsiunčiami greituoju paštu. Jie būna sudėti į voką, jokia gautų ir siunčiamų dokumentų registracija nevedama. Korofalt Ventures LTD atstovo prašymą atidaryti sąskaitą ji tikrino 2005-12-29, nunešė juristams dokumentus patikrinimui. Jiems pasirašius, ji atidavė direktorei, o jai leidus atidaryti sąskaitą, užpildė nepilnai užpildytus laukus bei įrašė sąskaitos numerį: prašyme atidaryti sąskaitą įrašė tikrinimo datą ir sąskaitos numerį. Parašo ir antspaudo kortelėje grafoje kortelę priimu pasirašė ir pažymėjo spaudu. Šioje kortelės viršutinėje dalyje įrašė bendrovės registracijos numerį, apačioje sąskaitos numerį bei bendrovės pavadinimą. Banko sąskaitos ir paslaugų teikimo internetu sutartyse ji įrašė datą ir banko sąskaitos numerį, užpildė priedą Nr. 1. Pateiktus dokumentus ji netikrino, juos tikrina juristai ir Pinigų plovimo prevencijos departamentas (tada dar netikrino). Pasirašius sutartis, prie jų pridedami interneto raktai (PIN, TAN kortelės, kodų generatoriai) ir vienas egzempliorius siunčiamas į atstovybę. Buron Capital Corp prašymą atidaryti sąskaitą tikrino 2005-01-07. Pasirašius juristams ir Klientų aptarnavimo departamento direktoriaus pavaduotojai ji įrašė prašyme atidaryti sąskaitą sąskaitos numerį, datą. Parašo ir antspaudo kortelėje įrašiau ofšorinės bendrovės registracijos numerį, apatinėje dalyje sąskaitos numerį ir bendrovės pavadinimą. Banko sąskaitos, paslaugų internetu teikimo sutartyse žemiau datos įrašė „klientų aptarnavimo skyriaus direktoriaus pavaduotoja“, sąskaitos numerį, užpildė priedą Nr. 1 (62 t. 111 l.).

2006-09-18 apklausta liudytoja **Asta Teišerskienė** teigė, kad AB Ūkio bankas dirba nuo 1999 m.. Jos darbo funkcijas apsprendžia pareigybiniai nuostatai. Pagal pareigas patvirtina savo parašu sąskaitos atidarymo sutartis su klientais, jai skyriaus darbuotojos atneša nerezidentų

prašymus atidaryti sąskaitas ir dokumentus. Ji patikrina ar yra kliento, juristo parašai, neseniai atsirado reikalavimas, kad būtų ir Pinigų plovimo prevencijos departamento darbuotojo parašas. Jeigu viskas atitinka, ji leidžia atidaryti sąskaitą ir perduodu departamento vadybininkei, kad atidarytų sąskaitą. Vadybininkė atidariusi sąskaitą, sutarčių vieną egzempliorių su interneto raktais (PTN, TAN kodais, kodų generatoriumi) išsiunčia į atstovybę arba tiesiai klientui registracijos adresu. Pagal Lietuvos Respublikos Kliento identifikavimo įstatymą kliento patikrinimo duomenys yra: pasas, parašas ir antspaudas. Visus kitus įrašus klientų prašyme atidaryti sąskaitą, parašo ir antspaudo kortelėje, banko sąskaitos ir paslaugų teikimo internetu sutartyse gali užpildyti banko darbuotojai. Ofšorinės bendrovės Advanta corporation atstovo prašymą atidaryti sąskaitą, antspaudo ir parašo kortelę, bendrovės pateiktus dokumentus ji patikrino ir kadangi jie pilnai atitiko banko vidaus tvarkas 2006-04-10 ji pasirašė ir leido atidaryti banko sąskaitą. Analogiškai Buron capital corp atstovo prašymą ji patikrino 2005-01-07. Tuo metu reikalingas buvo tik teisininkų parašas. Viskas atitiko reikalavimus ir ji leido atidaryti sąskaitą (62 t. 112 l.). 2007-01-31 liudytoja Asta Teišerskienė papildomos apklausos metu teigė, kad anksčiau atstovybėse priėmus dokumentus buvo atspausdinamos senos formos banko sąskaitos bei paslaugų teikimo internetu sutartys su kliento duomenimis, kuriose labai mažai vietos buvo palikta įrašyti atsakingo banko darbuotojo pareigas, vardą, pavardę, atidaromos sąskaitos numerį ir pan.. Kaune AB Ūkio bankas būstinėje užpildžius tokią sutartį ranka, buvo sunku įskaityti, todėl būdavo perspausdinamas tokių sutarčių pirmas lapas, prieš tai suvedus ranka įrašomus duomenis į kompiuterį. Pirmo lapo turinys pilnai išlikdavo nepasikeitęs, prie jo prisegdavome kitus lapus ir vieną egzempliorių siųsdavo į atstovybę, kitas likdavo Kaune, banke AB Ūkio bankas. Į atstovybę kartu su sutartimis siųsdavo ir PIN, TAN kodus, prieš tai jų eilės numerius suvedę į kompiuterį. Kartais būdavo atvejų, kad klientas prašydavo sutartis, PIN, TAN kodus siųsti ne į atstovybę, o parašo ir antspaudo kortelėje nurodytu adresu. Siuntimai į atstovybę ar klientui banke nėra registruojami. Privalomai registruojami dokumentai, kurie yra atspausdinti ant blanko ir yra parašyti vadovo (62 t. 113 l.).

2006-09-18 liudytoja apklausta **Jovita Mankauskienė** teigė, kad AB Ūkio bankas dirba nuo 2005 m. gegužės 3 d.. Pagal pareigas ji atidaro nerezidentų sąskaitas banke. Ji iš atstovybių Maskvoje bei Kijeve paštu gauna klientų prašymus atidaryti banko sąskaitą. Pirmiausiai juos pateikia patikrinimui Pinigų plovimo prevencijos departamentui, vėliau juristams. Jiems patikrinus ir pasirašius, ji užpildo prašyme atidaryti banko sąskaitą banko sąskaitos numerį, ir datą. Parašo ir antspaudo kortelėje pasirašo bei pažymi spaudu grafoje banko įrašai, užpildo pilnai banko sąskaitos ir paslaugų teikimo internetu sutartis. Vėliau prašymą atidaryti sąskaitą ir sutartis pateikia departamento direktorei, o jos nesant pavaduotojai, kuri pasirašo, kad leidžia atidaryti banko sąskaitą. Vėliau vienas jų egzempliorių kartu su interneto raktais (PIN, TAN, kodų generatoriumi) išsiunčiamas klientui. MITA GROUP LTD direktoriaus prašymą AB Ūkio bankas atidaryti sąskaitą tikrino 2005-06-22. Ji pirmiausiai jį pateikė Pinigų plovimo departamento darbuotojams, vėliau teisininkams. Kai jie pasirašė, ji užpildė prašyme atidaryti banko sąskaitą banko sąskaitos numerį, ir datą. Parašo ir antspaudo kortelėje pasirašė bei pažymėjo spaudu grafoje banko įrašai. Banko sąskaitos, interneto paslaugų teikimo sutarties, Priedo Nr. 1 ji teigia nepildžiusi. Tai galėjo padaryti bet kuris kitas skyriaus darbuotojas. Vėliau pateikė direktorei V.Luzgauskaitei, pasirašyti. Machinery trade SA atstovo prašymą atidaryti sąskaitos sutartį tikrino 2005-03-25. Jame įrašė datą ir sąskaitos numerį. Parašo ir antspaudo kortelėje viršuje įrašė bendrovės adresą, apačioje sąskaitos numerį. Banko sąskaitos ir paslaugų teikimo internetu sutartyse įrašė AB Ūkio bankas darbuotojo pasirašančio sutartį pareigas ir vardą bei pavardę ir pateikė direktorei pasirašyti. Ar aš šiuos dokumentus išsiuntė į Maskvą, nežino. Sukaupus tam tikrą sutarčių skaičių, jas deda į voką ir siunčia paštu. Morrison agency LTD atstovo prašymą atidaryti banko sąskaitą tikrino 2005-06-13. Parašo ir antspaudo kortelėje įrašė sąskaitos numerį, pasirašė, ant kortelės užrašė kompanijos atstovo įgaliojimo galiojimo laikotarpį. Prašyme atidaryti sąskaitą įrašė datą ir sąskaitos numerį. Priedą Nr. 1 prie Paslaugų teikimo internetu sutarties ji teigia nepildžiusi (62 t. 114 l.).

2006-09-18 liudytoja **Virginija Lukšienė** apklausos metu teigė, kad AB Ūkio bankas dirba nuo 2005 m. birželio mėn.. Pagal pareigas aš atidarau nerezidentų sąskaitas banke. Iš AB Ūkio bankas atstovybių Maskvoje bei Kijeve paštu gauna klientų prašymus atidaryti banko

sąskaitą. Pirmiausiai juos pateikia patikrinimui Pinigų plovimo prevencijos departamentui, vėliau juristams. Jiems patikrinus ir pasirašius, ji užpildo prašyme atidaryti banko sąskaitą banko sąskaitos numerį, ir datą. Parašo ir antspaudo kortelėje pasirašo bei pažymi spaudu grafoje banko įrašai, užpildo pilnai banko sąskaitos ir paslaugų teikimo internetu sutartis. Vėliau prašymą atidaryti sąskaitą ir sutartis pateikia departamento direktorei, o jos nesant pavaduotojai, kuri pasirašo, kad leidžia atidaryti banko sąskaitą. Jai leidus atidaryti sąskaitą banke, yra atidaroma banko sąskaita - duomenis suveda į programą. Vėliau vienas banko sąskaitos ir paslaugų teikimo internetu sutarties egzempliorius kartu su interneto raktais (PIN, TAN, kodų generatoriumi) išsiunčiamas klientui ar banko atstovybei, priklausomai nuo to ar klientas parašęs nuorodą kur siųsti banko dokumentus. Ofšorinės bendrovės ANNAVA LIMITED atstovo prašymą gavo 2006-03-22. Šiuos dokumentus nunešė juristams, vėliau Pinigų plovimo prevencijos departamentui. Kai jie patikrino ir pasirašė, jis parašo ir antspaudo kortelėje įrašė bendrovės atstovo įgaliojimo galiojimo laiką, pažymėjo spaudu ir pasirašė, prašyme atidaryti sąskaitą įrašė banko sąskaitos numerį, datą, banko sąskaitos sutartyje įrašė datą, sąskaitos numerį, sutarties numerį. Priede Nr. 1 įrašė visus duomenis, išskyrus kliento ir banko atstovo vardą, pavardę. Visus šiuos dokumentus pateikė direktorei pasirašyti. Kas šiuos dokumentus išsiuntė ji nežino. Paprastai siunčiama kartą per dieną ar kelias sukauptus dokumentus. Ofšorinės bendrovės Belotract Global Inc. direktoriaus prašymą gavo 2006-02-21. Analogiškai šiuos dokumentus pateikė pasirašyti juristei, Pinigų plovimo prevencijos skyriaus darbuotojams ir direktorei. Ji prašyme atidaryti sąskaitą įrašė datą, sąskaitos numerį. Parašo ir antspaudo kortelėje pasirašė ir pažymėjo spaudu ties grafa banko įrašai, įrašė bendrovės pavadinimą, registravimo ir sąskaitos numerius. Banko sąskaitos sutartyje įrašė datą, sutarties ir sąskaitos numerius. Paslaugų teikimo internetu sutartyje įrašė datą, sutarties numerį, bendrovę, jos atstovą. Priede Nr. 1 įrašė visus duomenis, išskyrus kliento ir banko atstovo vardą, pavardę. Ofšorinės bendrovės Great Alliance consultants limited įgaliojimo prašymą gavo 2006-03-20. Analogiškai šiuos dokumentus pateikė pasirašyti juristei ir direktorei. Ji prašyme atidaryti sąskaitą įrašė datą, sąskaitos numerį. Parašo ir antspaudo kortelėje pasirašė ir pažymėjo spaudu ties grafa banko įrašai, įrašė bendrovės pavadinimą, registravimo ir sąskaitos numerius, iki kada galioja atstovo įgaliojimas. Banko sąskaitos sutartyje įrašė datą, sutarties ir sąskaitos numerius. Paslaugų teikimo internetu sutartyje ji įrašė datą, sutarties numerį. Priede Nr. 1 įrašė visus duomenis, išskyrus kliento ir banko atstovo vardą, pavardę. Ofšorinės bendrovės Westline associates limited įgaliojimo prašymą gavo 2005-12-09. Analogiškai šiuos dokumentus pateikė pasirašyti juristei ir direktorei. Ji prašyme atidaryti sąskaitą įrašė datą, sąskaitos numerį. Parašo ir antspaudo kortelėje pasirašė ir pažymėjo spaudu ties grafa banko įrašai, įrašė bendrovės pavadinimą, bendrovės registracijos numerį ir sąskaitos numerį, iki kada galioja atstovo įgaliojimas. Banko sąskaitos sutartyje įrašė datą, sutarties ir sąskaitos, bendrovės registracijos numerius. Paslaugų teikimo internetu sutartyje ji įrašė datą, sutarties numerį, direktorės pavardę ir vardą. Priede Nr. 1 įrašė visus duomenis, išskyrus kliento ir banko atstovo vardą, pavardę (62 t. 115 l.).

2006-09-19 liudytoja apklausta **Eglė Navickaitė** teigė, kad AB Ūkio bankas dirbu nuo 2005 m. gruodžio mėn.. Vykdydama savo pareigas AB Ūkio bankas aš atidarau, uždarau nerezidentų sąskaitas. Aš gaunu dokumentus, su kuriais toliau dirbu, tiesiogiai su sąskaitas atidaranciais asmenimis nebendrauju. Iš AB Ūkio bankas atstovybių Maskvoje bei Kijeve paštu mūsų skyrius gauna klientų prašymus atidaryti banko sąskaitą. Skyriaus vyresnioji vadybininkė D.Repšytė paskirsto gautus prašymus darbuotojoms. Pirmiausiai juos pateikiu patikrinimui juristams, jiems patikrinus ir pasirašius, pateikiu Pinigų plovimo prevencijos departamentui. Jiems patikrinus ir pasirašius, aš nunešu departamento direktorei pasirašyti prašymus atidaryti sąskaitą, banko sąskaitos, paslaugų teikimo internetu sutartis, jų priedus. Pasirašius direktorei, aš atidarau banko sąskaitą - duomenis suvedu į programą, užpildau trūkstamus įrašus, įrašau sąskaitos numerį, atidarymo datą prašyme atidaryti sąskaitą, parašo ir antspaudo kortelėje, banko sąskaitos ir paslaugų teikimo internetu sutartyse, jų prieduose. Sukaupus tam tikrą sutarčių kiekį, vienas banko sąskaitos ir paslaugų teikimo internetu sutarties egzempliorius kartu su interneto raktais (PIN, TAN, kodų generatoriumi) išsiunčiamas banko atstovybei, o kartais kliento nurodytu adresu, priklausomai nuo to ar klientas parašęs nuorodą kur siųsti banko dokumentus. Ofšorinės bendrovės Vectrus

commerce LTD. atstovo prašymą gavo 2006-04-12. Šiuos dokumentus nunešė juristams, vėliau Pinigų plovimo prevencijos departamentui. Kai jie patikrino ir pasirašė, pateikė direktorei V.Luzgauskaitei. Jai leidus atidaryti sąskaitą (pasirašius dokumentuose), ji parašo ir antspaudo kortelę pažymėjo spaudu ir pasirašė, įrašė bendrovės registracijos numerį, prašyme atidaryti sąskaitą įrašė banko sąskaitos numerį, datą, banko sąskaitos sutartyje įrašė datą, sąskaitos numerį, sutarties numerį. Priede Nr. 1 ir Nr. 2 įrašė visus duomenis, išskyrus kliento ir banko atstovo vardą, pavardę. Kas šiuos dokumentus išsiuntė ji nežino. Paprastai siunčiama kartą per dieną ar kelias dienas sukauptus dokumentus. Ofšorinės bendrovės Advanta corporation atstovo prašymą gavo 2006-04-10. Šiuos dokumentus nunešė juristams, vėliau Pinigų plovimo prevencijos departamentui. Kai jie patikrino ir pasirašė, pateikė direktorei V.Luzgauskaitei. Jai pasirašius dokumentuose, ji parašo ir antspaudo kortelę pažymėjo spaudu ir pasirašė, įrašė bendrovės registracijos numerį, prašyme atidaryti sąskaitą įrašė banko sąskaitos numerį, datą, banko sąskaitos sutartyje įrašė datą, sąskaitos numerį, sutarties numerį. Paslaugų teikimo internetu Priede Nr. 1 ir Nr. 2 įrašė visus duomenis, išskyrus kliento ir banko atstovo vardą, pavardę. Ofšorinės bendrovės Logotrec products Inc. direktoriaus prašymą gavo 2006-04-05. Šiuos dokumentus nunešė juristams, vėliau Pinigų plovimo prevencijos departamentui. Kai jie patikrino ir pasirašė, pateikė direktorei V.Luzgauskitei. Jai pasirašius dokumentuose, aš parašo ir antspaudo kortelę pažymėjo spaudu ir pasirašė, įrašė bendrovės registracijos numerį, prašyme atidaryti sąskaitą įrašė banko sąskaitos numerį, datą, banko sąskaitos sutartyje įrašė datą, sąskaitos numerį, sutarties numerį. Paslaugų teikimo internetu Priede Nr. 1 ir Nr. 2 įrašė visus duomenis, išskyrus kliento ir banko atstovo vardą, pavardę. Ofšorinės bendrovės Moduls Business Inc atstovo prašymą gavo 2006-04-12. Šiuos dokumentus nunešė juristams, vėliau Pinigų plovimo prevencijos departamentui. Kai jie patikrino ir pasirašė, pateikė direktorei V.Luzgauskaitei. Jai pasirašius dokumentuose, ji parašo ir antspaudo kortelę pažymėjo spaudu ir pasirašė, įrašė bendrovės registracijos numerį, prašyme atidaryti sąskaitą įrašė banko sąskaitos numerį, datą, banko sąskaitos sutartyje įrašė datą, sąskaitos numerį, sutarties numerį. Paslaugų teikimo internetu Priede Nr. 1 ir Nr. 2 įrašė visus duomenis, išskyrus kliento ir banko atstovo vardą, pavardę. Parašo ir antspaudo kortelėje ne jos įrašyta iki kada galioja atstovo įgaliojimas. Kažkuri iš darbuotojų tikriausiai tikrino prašymus ir užrašė tai ant kortelės. Dabar kompiuterinėje programoje numatytas laukas, kuriame reikia įrašyti iki kada galioja įgaliojimas. Taip jie tikrina, kad laiku būtų pateiktas naujas įgaliojimas (62 t. 117-118 l.).

2007-01-16 apklaustas liudytoju AB Ūkio bankas Maskvos atstovybės vadovas **Svyatoslav Komarov** teigė, kad kai AB Ūkio bankas atstovybė Maskvoje buvo pilnai įkurta, jis persikėlė dirbti į Rusiją. 2005-11-11 su juo Kaune buvo sudaryta nauja darbo sutartis. Kadangi jis dirba Rusijos Federacijoje, yra Rusijos Federacijos pilietis, apie jo sudarytą darbo sutartį buvo informuota atitinkama Rusijos Federacijos įstaiga – pensijinis fondas ir jam priklauso visos socialinės garantijos Rusijoje. AB Ūkio bankas atstovybėje Maskvoje pradžioje dirbo du darbuotojai, įskaitant ir jį, dabar – trys. Atstovybė komercine veikla neužsiiminėja, pagrindinis tikslas – reklamuoti AB Ūkio banką Rusijos Federacijoje konferencijose, klubuose, įvairiuose organizacijose. Atstovybė turi savo spaudą. Jis naudojamas sudarant vidaus dokumentus: darbo sutartis, ataskaitoms Rusijos centriniu bankui, mokesčiams už atstovybės veiklą. Apie galimybę fiziniams ir juridiniams asmenims atidaryti sąskaitas AB Ūkio banko Maskvos atstovybėje informuojama internete AB Ūkio bankas svetainėje. Ten nurodytas Maskvos atstovybės adresas, telefonas. Kokius dokumentus reikia turėti norint atidaryti sąskaitą nurodyta toje pačioje interneto svetainėje: įmonės registravimo dokumentus (registracijos sertifikatą ar jo analogą, statutą ar nuostatus), įgaliojimą ir asmens dokumentą. Šiuos dokumentus asmuo pateikia jam, o nuo 2006-09-01 gali juos pateikti ir jo pavaduotojui, jis daro reikalingų dokumentų kopijas, Parašo ir antspaudo kortelę bei prašymą atidaryti sąskaitą užpildo banko darbuotojas (aš pats arba pavaduotojas), klientas pasirašo parašo ir antspaudo kortelėje grafoje parašas. Šioje kortelėje grafoje vadovas/head jis pasirašo bei įrašo savo vardą ir pavardę. Toliau jis arba jo pavaduotojas duomenis suveda į kompiuterį ir atspausdina banko sąskaitos sutartį, paslaugų teikimo internetu sutartį (ji visada spausdinama be papildomo prašymo, kadangi Maskvos filiale jokių finansinių operacijų atlikti negalima, sąskaitą valdyti įmanoma tik internetu), priedus Nr. 1 ir Nr. 2 prie paslaugų teikimo internetu sutarties. Klientas šias sutartis iš

karto pasirašo. Šias sutartis siunčiame per kurjerių paštą (paprastai TNT) į Kauną AB Ūkio bankas. Siunčiami dokumentai neregistruojami. Atstovybė klientams nieko nesiuočia, mums nenumatytas tokios paslaugos finansavimas. Mes klientui duodame atstovybės telefonų numerius ir pasakome po keleto savaičių pasiskambinti ir paklausti dėl sąskaitos – ar atidaryta. Klientui pasiskambinus ir pasidomėjus dėl sąskaitos, jeigu ji atidaryta, mes jam pasakome Klientų aptarnavimo departamento telefonus, pasiskambinę kuriais, susitaria, kur siųsti pin, tan kodus, kodų generatorių. Ant sąskaitų atidarymo dokumentų atstovybės spaudu nededame. Pirmieji sutarčių egzemplioriai lieka AB Ūkio bankas Kaune, antrieji dokumentų egzemplioriai paprastai išsiunčiami klientui ir paprastai jie į atstovybę jų negauna. 2006 m., tikslios datos nežino, į Maskvos atstovybę kreipėsi V.Chončev ir prašė atidaryti sąskaitą bendrovei Great Alliance Consultants limited. Jis pateikė savo parašą. Jis padarė jo kopiją, pasirašė. Parašo ir antspaudo kortelės viršutinę dalį užpildė jo pavaduotojas, kodą įrašė Kaune, AB Ūkio banke. Apatinėje dalyje bendrovės pavadinimą, sąskaitos numerį įrašė Kaune, AB Ūkio banke. Tekstą „The Attorney“ ir vardą, pavardę įrašė pavaduotojas, datą virš asmens parašo įrašė Kaune, AB Ūkio banke. S.Komarov teigia grafoje įgaliojimą ir parašą tvirtinu pasirašęs pats, šalia įrašė pavardę bei sutarties (ar įgaliojimo) numerį. Pasirašydamas jis patvirtina, kad prie jo pasirašė asmuo, kurio duomenys yra pase. Patikrinti ar tie pasai yra galiojantys neturi techninių galimybių. Kodėl Paslaugų teikimo sutartyje Nr. 180-04/2032-02 yra iš karto atspausdinta data 2006-03-20 jis tiksliai paaiškinti negali. Kadangi ant kitų pateiktų dokumentų kopijų nėra, jo parašo, galėjo būti, kad klientas originalius dokumentus pats ar per mus siuntė į AB Ūkio bankas Kaune, taip pat gal reikėjo dėl atsiradusių netikslumų perspausdinti sutartį, o klientas pasirašė antrą kartą elektroniniu paštu atsiųstą sutartį. Aš apie tai daugiau negali paaiškinti, nes neprisimena. 2005 m., tikslios datos nežino, į atstovybę su prašymu atidaryti sąskaitą MITA GROUP LTD kreipėsi Mikhail Rodionov. Jis pateikė visus reikalingus dokumentus, S.Komarov padarė jų kopijas, pasirašė sutrumpintu parašu. Parašo ir antspaudo kortelę, prašymą atidaryti sąskaitą užpildė jo padėjėja Oksana Kubareva. M.Rodionov tik pasirašė prašyme grafoje „Parašas/signature“, parašo ir antspaudo kortelėje grafoje „parašas“ ir „vadovas“. Jis pasirašė parašo ir antspaudo kortelėje grafoje „Įgaliojimą ir parašą tvirtinu“, šalia vardą ir pavardę įrašė jo padėjėja. Vėliau visi šie dokumentai bei kopijos buvo paštu išsiųstos į AB Ūkio bankas. Jis tiksliai paaiškinti negali, kodėl paslaugų teikimo internetu sutarties sudarymo spausdinta data sutampa su sąskaitos atidarymo data. 2005 m., tikslios datos nežino, Borys Baleno kreipėsi su prašymu atidaryti Machinery Trade S.A. sąskaitą. Jis patikrino visus dokumentus, padarė jų kopijas, patvirtino savo parašu. Klientas pasirašė parašo ir antspaudo kortelėje, prašyme atidaryti sąskaitą. Kas užpildė pilnai šiuos du dokumentus jis neatsimena, jam atrodo, kad tekstą „Director Borys Balenko“ įrašė jis. Parašo ir antspaudo kortelėje grafoje „Įgaliojimą ir parašą tvirtinu“ pasirašiau taip pat jis. Atspausdinus banko sąskaitos sutartį, paslaugų teikimo internetu sutartį su priedais be datų, klientas pasirašė, viską išsiuntė į Kauną. 2006 m., tikslios datos nežino, kreipėsi V.Bunakov su prašymu atidaryti banko sąskaitą bendrovei Morrison Agency LTD. Jis pateikė asmens dokumentą, bendrovės dokumentus. S.Komarov padarė jų kopijas, pasirašė. Klientas pasirašė parašo ir antspaudo kortelėje, prašyme atidaryti sąskaitą. Šias korteles mano kad užpildė padėjėja. Jis teigia, kad parašo ir antspaudo kortelėje grafoje „Įgaliojimą ir parašą tvirtinu“ pasirašė ir savo pavardę įrašė. Atspausdino banko sąskaitos sutartį, paslaugų teikimo internetu sutartį su priedais ir viską išsiuntė į AB Ūkio bankas. Jo manymu šiais atvejais banko sąskaitos sutartis ir paslaugų teikimo internetu sutartis buvo perspausdinta ir pasirašyta antrą kartą Maskvos atstovybėje. 2006 m. pavasarį kreipėsi O.Rastiashvili su prašymu atidaryti bendrovei Annava Limited banko sąskaitą. Ji pateikė asmens dokumentą, bendrovės dokumentus. Jis padarė jų kopijas, pasirašė. Klientas pasirašė parašo ir antspaudo kortelėje, prašyme atidaryti sąskaitą, įrašė savo vardą pavardę. S.Komarov mano, kad šias korteles užpildė jo pavaduotojas. Parašo ir antspaudo kortelėje grafoje „Įgaliojimą ir parašą tvirtinu“ pasirašė, pavardę, sutarties numerius įrašė S.Komarov. Jis atspausdino banko sąskaitos sutartį, paslaugų teikimo internetu sutartį su priedais ir viską išsiuntė į AB Ūkio bankas. Jis tiksliai paaiškinti negaliu kodėl paslaugų teikimo internetu sutarties sudarymo spausdinta data sutampa su sąskaitos atidarymo data. 2006 m., tikslesnės datos nežino, kreipėsi V.Shakhov su prašymu atidaryti bendrovei Vectrus Commerce LTD banko sąskaitą. Jis pateikė asmens dokumentą, bendrovės dokumentus. Jis padarė jų kopijas, pasirašė

Klientas pasirašė parašo ir antspaudo kortelėje, įrašė vardą ir pavardę, prašyme atidaryti sąskaitą, pasirašė ir įrašė savo vardą pavardę. Šias korteles jo manymu užpildė jo pavaduotojas. S.Komarov teigia pasirašęs parašo ir antspaudo kortelėje grafoje „Įgaliojimą ir parašą tvirtinu“, įrašęs pavardę, sutarties numerius. Atspausdino banko sąskaitos sutartį, paslaugų teikimo internetu sutartį su priedais ir viską išsiuntė į AB Ūkio bankas. Jis tiksliai paaiškinti negali, kodėl paslaugų teikimo internetu sutarties sudarymo spausdinta data sutampa su sąskaitos atidarymo data. 2005 m., tikslesnės datos nežino, kreipėsi I.Gauk su prašymu atidaryti bendrovei sąskaitą. Ji pateikė asmens dokumentą, bendrovės dokumentus. Jis padarė jų kopijas, pasirašė. Klientas pasirašė, įrašė vardą ir pavardę parašo ir antspaudo kortelėje, pasirašė ir įrašė savo vardą pavardę prašyme atidaryti sąskaitą. Kas užpildė šias korteles jis nežino. Jis pasirašė parašo ir antspaudo kortelėje grafoje „Įgaliojimą ir parašą tvirtinu“, įrašė pavardę, sutarties numerius. Atspausdino banko sąskaitos sutartį, paslaugų teikimo internetu sutartį su priedais ir viską išsiuntė į AB Ūkio bankas. Parašo ir antspaudo kortelėje datą įrašė greičiausiai Kaune banko darbuotojai. 2006 m. sausio – vasario mėn. kreipėsi J.Kosulnikova su prašymu atidaryti bendrovei Belotract Global Inc. banko sąskaitą. Ji pateikė asmens dokumentą, bendrovės dokumentus. Jis padarė jų kopijas, pasirašė sutrumpintu parašu. Klientas pasirašė parašo ir antspaudo kortelėje, prašyme atidaryti sąskaitą. Kas užpildė šias korteles jis nežino. Jis pasirašė parašo ir antspaudo kortelėje grafoje „Įgaliojimą ir parašą tvirtinu“, įrašė pavardę, sutarties numerius. Atspausdino banko sąskaitos sutartį, paslaugų teikimo internetu sutartį su priedais ir viską išsiuntė į AB Ūkio bankas. Parašo ir antspaudo kortelėje datą įrašė greičiausiai Kaune banko darbuotojai. 2006 m., tikslesnės datos nežino, kreipėsi E.Demjanov su prašymu atidaryti bendrovei Advanta Corporation banko sąskaitą. Jis pateikė asmens dokumentą, bendrovės dokumentus. S.Komarov teigia padaręs jų kopijas, pasirašęs sutrumpintu parašu. Klientas pasirašė parašo ir antspaudo kortelėje, prašyme atidaryti sąskaitą. Kas užpildė šias korteles ji nežino. Jis pasirašė parašo ir antspaudo kortelėje grafoje „Įgaliojimą ir parašą tvirtinu“, įrašė pavardę, sutarties numerius. Atspausdino banko sąskaitos sutartį, paslaugų teikimo internetu sutartį su priedais ir viską išsiuntė į AB Ūkio bankas. Parašo ir antspaudo kortelėje datą įrašė greičiausiai Kaune banko darbuotojai. Jis tiksliai paaiškinti negali, kodėl paslaugų teikimo internetu sutarties sudarymo spausdinta data sutampa su sąskaitos atidarymo data. 2006 m., tikslesnės datos nežino, kreipėsi T.Dudorova su prašymu atidaryti bendrovei Logotreck Products Inc. banko sąskaitą. Ji pateikė asmens dokumentą, bendrovės dokumentus. Jis padarė jų kopijas, pasirašė sutrumpintu parašu. Klientas pasirašė parašo ir antspaudo kortelėje, prašyme atidaryti sąskaitą. Kas užpildė šias korteles jis nežino. S.Komarov teigia, kad pasirašė parašo ir antspaudo kortelėje grafoje „Įgaliojimą ir parašą tvirtinu“, įrašė pavardę, sutarties numerius. Atspausdino banko sąskaitos sutartį, paslaugų teikimo internetu sutartį su priedais ir viską išsiuntė į AB Ūkio bankas. Parašo ir antspaudo kortelėje datą įrašė greičiausiai Kaune banko darbuotojai. 2006 m., tikslesnės datos nežino, kreipėsi S.Gorbačev su prašymu atidaryti bendrovei Moduls Business Inc. sąskaitą. Jis pateikė asmens dokumentą, bendrovės dokumentus. S.Komarov teigia padaręs jų kopijas, pasirašęs sutrumpintu parašu. Klientas pasirašė parašo ir antspaudo kortelėje, prašyme atidaryti sąskaitą. Šias korteles pildė jo pavaduotojas (specifinė „I“ laidė). Jis teigia pasirašęs parašo ir antspaudo kortelėje grafoje „Įgaliojimą ir parašą tvirtinu“, įrašęs pavardę, sutarties numerius. Atstovybėje atspausdino banko sąskaitos sutartį, paslaugų teikimo internetu sutartį su priedais, klientas pasirašė ir viską išsiuntė į AB Ūkio bankas. Parašo ir antspaudo kortelėje datą įrašė greičiausiai Kaune banko darbuotojai. Jis tiksliai paaiškinti negali kodėl paslaugų teikimo internetu sutarties sudarymo spausdinta data sutampa su sąskaitos atidarymo data. 2004 m. pabaigoje ar 2005 m. pradžioje kreipėsi A.Shishov su prašymu atidaryti bendrovei Buron Capital Corp. sąskaitą. Jis pateikė asmens dokumentą, bendrovės dokumentus. S.Komarov teigia padaręs jų kopijas, tuo metu nebuvo reikalavimo kopijas tvirtinti savo parašu. Klientas pasirašė parašo ir antspaudo kortelėje, prašyme atidaryti sąskaitą. Kas užpildė parašo ir antspaudo kortelę, prašymą atidaryti sąskaitą, jis nežino. Parašo ir antspaudo kortelėje grafoje „Įgaliojimą ir parašą tvirtinu“ pasirašė, pavardės, įgaliojimo numerio tuo metu nereikėjo rašyti. Atspausdino banko sąskaitos sutartį, paslaugų teikimo internetu sutartį su priedais. klientas pasirašė ir viską išsiuntė į AB Ūkio bankas. 2005 m. lapkričio – gruodžio mėn. kreipėsi J.Filipov su prašymu atidaryti bendrovei Westline Associates limited banko sąskaitą. Jis pateikė

asmens dokumentą, bendrovės dokumentus. S.Komarov teigia padaręs jų kopijas, pasirašę sutrumpintu parašu. Klientas pasirašė parašo ir antspaudo kortelėje, prašyme atidaryti sąskaitą. Kai užpildė parašo ir antspaudo kortelę, prašymą atidaryti sąskaitą, jis nežino. Pasirašė parašo ir antspaudo kortelėje grafoje „Įgaliojimą ir parašą tvirtinu“, įrašė pavardę, sutarties numerius. Atspausdino banko sąskaitos sutartį, paslaugų teikimo internetu sutartį su priedais, klientas pasirašė ir viską jis išsiuntė į AB Ūkio bankas. S.Komarov teigia jokių papildomų klientų adresų, telefonų neturi. Sąskaitų atidarymo metu jie gal ir palikdavo kokius kontaktinius telefonus, tačiau atidarius sąskaitas juos sunaikindavo, visi bendravimai su klientais paštu arba per ETA bankas sistemą. AB Ūkio bankas Maskvos atstovybėje siunčiamų ir gaunamų raštų registracijos žurnalų nėra, jokią korespondenciją neregistruojama. Maskvos atstovybė Pin, Tan kodų, jų generatorių niekada klientams neperduodavo. Jie juos gaudavo tiesiogiai iš centrinės būstinės Kaune (62 t. 103-105 l.). S.Komarov 2007-10-22 papildomos apklausos metu teigė, kad ankstesnėse apklausose gal kiek netiksliai pasakė apie banko sąskaitų sutarčių išsiuntimą klientui. Šiuo metu sutartys, kurios buvo pasirašytos Maskvos atstovybėje bei PIN, TAN kodai iš centrinės banko būstinės Kaune siunčiami Maskvos atstovybę, kur atiduodami klientui. Tačiau gali būti ir išimčių, klientai gali atsiimti sutartį ir Kaune. Anksčiau atstovybė Maskvoje irgi gaudavo klientų sutartis, tačiau jos dažnai vėluodavo. Jis nežino ar būtent šios sutartys buvo atsiųstos į Maskvos atstovybę, todėl patvirtinti, kad jos buvo gautos Maskvos atstovybėje negali. Jie netikrindavo kokius klientai, kokių sutarčių nepasiėmė, todėl nieko negali paaiškinti apie Ūkio banko siųstus pranešimus Great Alliance consultant limited Moduls Business Inc., Korofalt Ventures Ltd.. Jis neprašė klientų aptarnavimo skyriaus darbuotojų, kad išsiųstų tokio turinio pranešimus. Jis nežino ar šių kompanijų atstovams Maskvos atstovybėje po šių pranešimų buvo atiduotos sutartys. Kažkada yra kalbėjęs, kad susikaupė nemažai sutarčių su klientais ir jų niekas nepasiima, bet tai buvo prieš keletą metų. Jo manymu tai galėjo būti masinis žinutė, siųsta visiems Maskvos atstovybėje sutartį pasirašiusiems klientams. Kažkurio laiką Maskvos atstovybėje būdavo atsiunčiami vokai su PIN, TAN kodais ne po vieną, o dešimt ar daugiau. Tuomet, pasirašant sutartis Maskvos atstovybėje, klientui būdavo atiduodamas priskirtas vokas su PIN, TAN kodais, o banko sąskaitos sutartis, sutarties priedus atspausdindavome, klientas pasirašydavo juos ir visa tai siųsdavo į Kauno centrinę būstinę. Elektroniniu paštu informuodavo centrinę būstinę Kaune, kad klientui išduotas vokas su tam tikru numeriu. Kai sąskaita būdavo atidaroma, juos informuodavo elektroniniu paštu. Klientai patys domėdavosi sąskaitos atidarymu ir jiems susisiekius su atstovybe, perduodavo vartotojo vardą (pirminis slaptažodis sutapdavo su vartotojo vardu) ir jie jau galėdavo valdyti sąskaitą. Šiuo metu paprastai klientai ateina į banką pasiimti voką su slaptažodžiais, kai jie informuoja, jog sąskaita atidaryta. Pasirašytos banko sutartys paprastai būna dar neatsiųstos iš centrinės būstinės Kaune. Norėdamas pasiimti sutartis, jis turėjo atvykti į banką dar kartą. Jeigu klientas Maskvoje retai būna, kartais jam atiduoda voką kaip ir anksčiau – sutarties pasirašymo metu. AB Ūkio banko Maskvos atstovybėje Paslaugų teikimo internetu sutarties priede Nr. 1 kurį laiką dėl techninės klaidos neatspausdindavo pilnai tekstą apie PIN/TAN ar kodų generatoriaus gavimą. Šių metų pradžioje ši klaida buvo ištaisyta. Kodėl B.Baleno parašo ir antspaudo kortelėje esantis parašas skiriasi jis tiksliai nežino. Mano, kad dėl kokių nors priežasčių sutartys buvo perrašytos ir pasirašytos kitu metu. Prieš pasirašant klientų sutartį jis arba jo padėjėjas patikrindavo tapatybę. Klientai sutartis pasirašydavo tik banke, pateikdami asmens tapatybę identifikuojančius dokumentus. Jam parodyti 2007-07-02 AB Ūkio bankas raštas Nr. 200-04-3575 pateikti atstovų įgaliojimai, bendrovių dokumentai yra patvirtinti Maskvos atstovybės direktoriaus pavaduotojo Ivan Tichonionok. Prieš padarant ir patvirtinant kopijas jam turėjo būti pateikti šių dokumentų originalai (62 t. 106 l.).

2006-09-13 apklaustas liudytoju **Jonas Zalieckas** teigė, kad UAB „Mustangas“ dirba nuo pat įkūrimo 1991m.. Bendrovė užsiima tarptautiniu krovinių gabenimu. Bendrovė turi apie 20 savo krovinių automobilių, dar apie 10 nuomoja. Ofšorinė kompanija „Gordon Menagement consultants LLC. yra pastovūs bendrovės klientai jau keleri metai. Šios kompanijos atstovai Maskvoje yra: Romanas ir Andrėjus, kurių telefonas ofise yra tel. 7495-2586791. Jie atsakingi už krovinius iš Lietuvos, Lenkijos, Olandijos, Vokietijos. Dar du šios kompanijos atstovai: Valentina ir Ašot, tel. +7495-9163392 atsakingi už krovinius iš Čekijos. Jis teigia su šiais trimis vyrais yra

bendravęs. Metuose 2-3 kartus būna jų ofise Maskvoje. 2006-05-03 iš šios bendrovės UAB „Mustangas“ faksu gavo transporto paslaugų užsakymą pervežti prekes iš Vokietijos Barbio miesto į Alytų. Jame nurodyta, kad už paslaugą sumokės „Mita group LTD.“ 1668 JAV dolerių. Šį faksą priėmė UAB „Mustangas“ vadybininkė Rita Gatavickienė. Priėmusi faksą vadybininkė vėliau pasirašo ant sutarties originalo. Bendrovė tuo metu laisvų automobilių neturėjo, todėl prekių pervežimui sudarė sutartį su UAB „Litgina“. Pagal CMR matyti, kad jie sudarė sutartį su UAB „Rimanrida“, kuri ir atvežė krovinį į Alytaus muitinės sandėlius. Atsiskaitymas už atliktas paslaugas vykdavo ne iš karto, o po tam tikro laiko, kai susikaupdavo tam tikra suma. Analogiškai buvo gauti užsakymai: 2006-07-17 nuvežti krovinį iš Čekijos į Alytaus muitinės sandėlius, o vėliau iš Alytaus į Maskvą. Siuntėjas Ofšorinė kompanija „Gordon Menagement consultants LLC, gavėjas AAB „Professionalnii soft“. Jame nurodyta, kad už paslaugas apmokės „Mita group LTD.“ Apie šią ofšorinę kompaniją nieko nežino, į tai kas mokėtojais nelabai kreipia dėmesio. Kai suderina kainą, įrašo automobilio valst. Nr., po ko „Gordon Menagement consultants LLC“ paštu atsiunčia užsakymą su parašais, antspaudu. uab „Mustangas“ įvykdė šį užsakymą, iš Čekijos į Alytų krovinį vežė vairuotojas Petras Erneckas, toliau į Maskvą vyko vairuotojas Alvydas Dvilinkas automobiliu Iveco, valst. Nr. EAJ979/ZA796. Tą pačią dieną buvo gautas Ofšorinės kompanijos „Gordon Menagement consultants LLC“ užsakymas iš Alytaus pervežti krovinį į Maskvą. Vyko vairuotojas Arvydas Lukošius automobiliu Iveco EAJ994/ZA789. 2006-07-17 buvo gautas dar vienas Ofšorinės kompanijos „Gordon Menagement consultants LLC“ užsakymas pervežti krovinį iš Alytaus į Maskvą. Jame nurodyta, kad už paslaugas apmokės „Vivenda LTD“. Apie šią bendrovę nieko nežino. Už atliktas paslaugas pinigais bankiniu pavedimu atsiskaitė „Mita group LTD.“ į Maskvą automobiliu Man valst. Nr. BGZ114/AK387 vyko vairuotojas Vytautas Zinkus. 2006-07-18 iš šios bendrovės UAB „Mustangas“ faksu gavo transporto paslaugų užsakymą pervežti prekes iš Pagėgių į Maskvą, CMR nurodytu adresu. Jame nurodyta, kad už paslaugą sumokės „Mita group LTD.“ 2000 JAV dolerių. Buvo paskirtas vairuotojas Stasys Kilmanas, kuris 2006-07-21 automobiliu valst. Nr. BHZ032 pasikrovė krovinį Pagėgiuose ir nuvežė į Maskvą. Gavėjas pagal CMR AAB „Professionalnii soft“. Tą pačią dieną dar buvo gauti trys Ofšorinė kompanijos „Gordon Menagement consultants LLC“ užsakymai pervežti prekes iš Alytaus į Maskvą. Vyko vairuotojai: Olegas Bilius automobiliu Mercedes Benz valst. Nr. FAB194/RA402, Audrius Aleksynas automobiliu Reno valst. Nr. BGZ256/RA360, Algis Mickevičius automobiliu Iveco valst. Nr. RAK014/RA353. 2006-08-03 „Mita group LTD.“ į bendrovės sąskaitą pervedė 19668 JAV dolerių už atliktas minėtas krovininių pervežimo paslaugas. 2006-08-07 „Gordon Menagement consultants LLC“ užsakė transporto paslaugas – pervežti krovinį iš Prahos į Alytų. Krovinį vežė vairuotojas Jonas Drazdžiulis automobiliu Iveco valst. Nr. BDG675/VP036. 2006-08-16 „Gordon Menagement consultants LLC“ užsakė paslaugas – pervežti krovinius: iš Vokietijos į Alytų, vyko vairuotojas Valerijus Kasjanovas automobiliu Iveco valst. Nr. BNG423/ZA58; iš Čekijos į Alytų, vyko vairuotojas Kęstutis Goštautas automobiliu Iveco valst. Nr. EAR887/RA295. 2006-07-26 „Gordon Menagement consultants LLC“ užsakė pervežti krovinius iš Vokietijos Schweifurt miesto į Kauną. Vyko vairuotojas Rimas Soroka automobiliu Iveco valst. Nr. BNG410/RA418. 2006-07-27 „Gordon Menagement consultants LLC“ užsakė pervežti krovinius: iš Alytaus į Maskvą. Vyko vairuotojas Audrius Aleksynas automobiliu Reno, valst. Nr. BGZ256/RA360; iš Alytaus į Maskvą. Vyko vairuotojas Jonas Nedzinskas automobiliu Reno valst. Nr. EAY233/ZA385. 2006-07-28 Ofšorinė kompanija „Gordon Menagement consultants LLC“ užsakė pervežti krovinius: iš Alytaus į Maskvą. Vyko vairuotojas Mykolas Borusevičius automobiliu Mercedes Benz valst. Nr. FAB194/RA402; iš Čekijos Olomouc miesto į Maskvą - iš Čekijos į Lietuvą krovinį vežė vairuotojas Vygantas Švelnys, automobiliu Volvo B776AE39/ZA795, o iš Lietuvos į Maskvą - Olegas Bilius tuo pačiu automobiliu. 2006-07-31 Ofšorinė kompanija „Gordon Menagement consultants LLC“ užsakė pervežti krovinį iš Varšuvos į Maskvą. Iš Lenkijos į Lietuvą vyko vairuotojas Albinas Barauskas, o iš Lietuvos į Maskvą Algis Mickevičius automobiliu Iveco valst. Nr. IEK014/ZA799. Už šias 2006-08-07 – 2006-07-31 užsakytas ir vėliau bendrovės atliktas transporto paslaugas „Mita group LTD.“ į bendrovės sąskaitą pervedė 20050 JAV dolerių. Papildomai jis teigė, kad dažniausiai krovinius pervežti iš Lietuvos į Maskvą užsako ofšorinės

bendrovės. Ofšorinė kompanija „Gordon Management consultants LLC su Alytaus muitinės sandėliais yra sudariusi muitinės paslaugų atlikimo sutartį (62 t. 119-120 l.).

2006-10-19 Lietuvos bankas raštu Nr. 1200-692 informavo, kad Lietuvos Respublikos įstatymai ir Lietuvos banko teisės aktai detalčiai nereglementuoja sąskaitų atidarymo Lietuvos bankuose tvarkos, nenustato pavyzdinių (tipinių) dokumentų, sąskaitų atidarymo klausimai turėtų būti sprendžiami vadovaujantis Lietuvos Respublikos civiliniu kodeksu ir konkretaus banko dokumentais, nustatančiais banko sąskaitų atidarymo tvarką. Lietuvos banko teisės aktai taip pat nereglementuoja bankų siunčiamų ir gaunamų dokumentų registravimo ir saugojimo tvarkos. Dokumentų apskaita ir saugojimas turėtų būti atliekami vadovaujantis Lietuvos Respublikos dokumentų ir archyvų įstatymu ir su šiuo įstatymu įgyvendinimu susijusiais teisės aktais (39 t. 21 l.).

2006-12-13 išsiųstas prašymas AB Ūkio bankas pateikti duomenis apie kompiuterius (IP, MAC adresai, data, laikas), iš kurių bendrovių atstovai laikotarpiu nuo 2006-08-01 iki 2006-12-12 jungėsi prie ETA bankas sistemos bei vykdė pavedimus iš šių sąskaitų. Gautas atsakymas, kad naudojama programa prisijungusių kompiuterių prie ETA bankas sistemos IP adresų nesusieja su vartotojų vardais, todėl nėra galimybės nustatyti tam tikro vartotojo kompiuterio IP adresus (58 t. 196-197 l.).

2008-02-01 iš LKPB Tarptautinių ryšių valdybos gautas atsakymas, kad Advanta corporation naudos gavėjas Bukalov Aleksandr yra paskelbtas kaip asmuo dingęs be žinios (57 t. 30 l.).

2008-10-29 iš LKPB Tarptautinių ryšių valdybos gautas atsakymas Nr. EK/11865/40/LT/06, kuriame informuojama, kad pasas 4502 754053, išduotas Komnatny Sergey Vyacheslav, negalioja nuo 2008-07-01 (priežastis - praradimas/vagystė). Iš Interpolo Honkongo nacionalinio biuro buvo gauta informacija, kad kompanija GREAT ALLANCE CONSULTANTS LIMITED yra registruota Honkonge nuo 2005-08-04. Kompanija registruota adresu: 3/F, Jonsim Place, 228 Queen's Road East, Wanchai, Hong Kong. Kompanija GREAT ALLIANCE CONSULTANTS LIMITED yra valdoma (yra veikianti vardu) CORPORATE SECRETARY "AALL & ZYLEMAN COMPANY LIMITED". Patikrinus nurodytą adresą patvirtinta, kad patalpas, esančias nurodytu adresu, užima „AALL & ZYLEMAN COMPANY LIMITED“. Kompanijos „GREAT ALLIANCE CONSULTANTS LIMITED“ direktoriai yra MULTIHOLD LTD., registruota adresu: Suite 205 Saffrey Square, Bank Lane Nassau, Bahamas bei INHOLD LTD., registruota tuo pačiu adresu, kaip ir MULTIHOLD LTD (57 t. 50 l.).

2006-12-27 Lietuvos Respublikos generalinės prokuratūros lydraščiu Nr. 14.2-5128(14.5481) Rusijos Federacijos generaliniam prokurorui išsiųstas 2006-11-21 Teisinės pagalbos prašymas Rusijos Federacijos teisėsaugos institucijoms apklausti asmenis, atidariusius sąskaitas AB Ūkio bankas, taip pat pateikti informaciją apie Rusijos Federacijoje atliekamą tyrimą (39 t. 27-42, 45-46 l.).

2007-04-25 Lietuvos Respublikos generalinės prokuratūros lydraščiu Nr. 14.2-1463(14.111) Rusijos Federacijos Generaliniam prokurorui 2007-03-13 išsiųstas Teisinės pagalbos prašymas Rusijos Federacijos teisėsaugos institucijoms, kuriame pateikiama naujai gauta informacija pakartotinai prašoma pateikti informaciją apie atliekamą tyrimą (39 t. 57-73 l.).

Rusijos Federacijos generalinė prokuratūra 2007-06-18 lydraščiu Nr. 82/1-106-07 atsiųstas dalinis atsakymas į 2006-11-21 Teisinės pagalbos prašymą (39 t. 95-128 l.).

Vykdamas teisinės pagalbos prašymą 2007-04-12 liudytoju buvo apklaustas Šišov Aleksandr Aleksandrovič teigė, kad sūnus Šišov Andrej Aleksandrovič šiuo metu gyvena ir dirba Maskvoje. Kur jis dirba, kokiose organizacijose ir vietose, nei jis nei žmona nežino, nes sūnus keičia darbo vietas. Žodžių „Buron capital corp“ iš sūnaus niekada negirdėjo, kad sūnus dirbtų ar turėtų ryšių su užsienio kompanijomis nežino, apie tai sūnus niekada nepasakojo. Sūnus 2000 metais buvo pametęs pasą, bet rado. Pas tėvus Belgorodskaja srities Gubkin m. Ukolovo kaimą atvažiuoja rečiau su sūnumi dažniausiai kalba mobiliu telefonu 8-495-771-10-18. Užsienio kalbas sūnus mokė mokyklinio išsilavinimo lygyje. Sūnaus interesai buvo susiję su kompiuteriais. 2007-04-12 liudytoju apklausta Šišova Vera Andrejeva patvirtino tuos pačius kaip ir jos vyras Šišov Aleksandr Aleksandrovič.

Aleksandrovič parodymus. Pateikta Federalinės migracijos tarnybos pažyma, kad Šišov Andrej Aleksandrovič priregistruotas Belgorodskaja srities Gubkin m. Ukolovo kaime (39 t. 107-114 l.). Atsakymu pateikta pažyma, kad mobilaus tel. Nr. 9257711018 priklauso Grišinai Inesai Aleksandrovai, reg. Belgorodskaja sr. Ukolovo kaime (39 t. 107-114 l.).

Vykdamas teisinės pagalbos prašymą 2007-04-23 liudytoja apklausta **Dudorova Tatjana Antonovna** teigė, kad 2006 m. balandžio mėn. pamatė skelbimą dėl priėmimo į darbą, kur būtent pamatė, neatsimena. Paskambinusi nurodymu telefonu susitiko su atstovu. Ji teigia, kad atstovas su ja sudarė darbo sutartį dėl priėmimo į darbą direktoriaus pareigose firmoje Logotreck Product Inc. Šios sutarties neišsaugojo, asmenų su kuriais bendravo neprisimena. Taip pat neatsimena kas kompanijos vardui su ja pasirašė sutartį. Kaip direktorė ji turėjo pasirašyti sutartis, banko dokumentus. Į kompanijos veiklą nesikišo, turėjo kontaktus tik su Orechov Vladimir, kuris buvo Fontana Invest Inc Limited direktorius. Ji teigia, kad Orechov visada pats jai skambino, ji neturėjo jo telefonų nei adreso. Jis pats atveždavo jai sutartis ir banko dokumentus, kuriuose ji turėdavo pasirašyti. Pasirašius dokumentus Orechovas juos paimdavo, jai nebuvo palikęs jokių dokumentų. Logotreck Product Inc. antspaudu neturėjo, tiksliai neprisimena ar Orechov atveždavo dokumentus jau su antspaudu, ar ji pasirašydavo, o po to jis uždėdavo antspaudą. Iš dokumentų sužinojo, kad Logotreck product inc. superka užsienyje organizacinę techniką ir parduoda Rusijos Federacijoje. Ji nesistengė daugiau sužinoti apie kompanijos veiklą, o Orechov jai nepasakodavo. Logotreck Product užsienyje pirko organizacinę techniką, RF teritorijoje Logotreck Product Inc. parduodavo ją Fontana Invest Inc. limited pagal sutartis, kuri vykdė organizacinės technikos realizavimą pirkejams. Jai nežinomi pavadinimai Mita Group Ltd, Belotract Global Inc, dėl Logotreck Product Inc. darbo su šiomis firmomis nieko paaiškinti negali. 2007-04-24 liudytoja papildomos apklausos metu Dudorova T.A. teigė, kad AB Ūkio bankas dokumentuose: The card of signature, application for opening an account, bank account agreement, sutartis dėl paslaugų teikimo internetu pasirašė, kada būtent pasirašė šiuose dokumentuose tiksliai neprisimena, negali nurodyti ar pasirašė juose tą pačią dieną kaip juose nurodyta. Ji teigia neprisimenanti datų kada Orechov atveždavo pasirašyti dokumentus. Kur dabar laikomi dokumentai, kuriuose ji pasirašė nežinio, teigia tik vieną kartą buvo Maskvoje pas notarą, pasirašė įgaliojimą, visus kitus dokumentus yra pasirašiusi Novomoskovsko mieste. Gauta TS prie MV Novomoskovskij rajono vyr. tardytojos Lavrentjevovos E.K. pažyma, kad paimti Logotreck product Inc. dokumentų iš Dudorovos T.A. nebuvo galimybės, kadangi ji apklausoje nurodė, kad neišsaugojo jokių dokumentų susijusių su šios kompanijos veikla (39 t. 119-128 l.).

2007-10-09 gautu Rusijos Federacijos Generalinės prokuratūros 2007-09-11 daliniu atsakymu Nr. 82/1-926-07 į teisinės pagalbos prašymą informuojama, kad Rusijos Federacijoje baudžiamojame byloje atliekami aktyvūs tardymo veiksmai, susiję su pinigų šaltinio nustatymu, iš jų ir įplaukusių į Lietuvos Respublikos bankų sąskaitas, be to, ir su asmenų, prisidėjusių prie šių tiriamų nusikaltimų nustatymu. Atsakyme taip pat pažymima, kad apribojimų, uždėtų ofšorinių kompanijų pinigams, esantiems Lietuvos kreditinėse organizacijose, nuėmimas negatyviai atsilieps Rusijos Federacijoje atliekamam tyrimui, atsiradus teisėtam pagrindui areštuoti sulaikytas lėšas. Lietuvos Respublikos teisėsaugos organams bus nedelsiant išsiųstas tarptautinis pavedimas su atitinkamu prašymu. Kartu pateikiama 2006-09-08 nutarimo iškelti baudžiamąją bylą kopija. Nutarime iškelti baudžiamąją bylą teigiama, kad iš RAB MKB „Diskount“ darbuotojų tarpo nenustatyti asmenys, laikotarpiu nuo 2006-06-30 iki 2006-08-29, siekdami nuslėpti uždraustą veiklą atlikdavo stambius mokėjimus trijų užsienio kompanijų („Ennerdale investments limited“, „Indeko engineering limited“ ir „Fontana invest inc. linited“) naudai pagal fiktyvius sandorius, kuriais bendrovės RAB „Solanz“ ir RAB „Saturn-M“ įsigydavo iš anksčiau nurodytų nerezidentų įvairių pramoninių prekių Rusijos Federacijoje už daugiau kaip 41 milijardą rublių. RAB „Saturn-M“ ir RAB „Solanz“ įregistruotos 2005 metais asmenų, visai nesusijusių su šiomis organizacijomis, vardu ir be ketinimo užsiimti teisėtu verslu, siekiant išgauti turtinę naudą ir nuslėpti uždraustą veiklą (39 t. 139-145 l.).

2007-11-30 gautu Rusijos Federacijos Generalinės prokuratūros 2007-10-31 daliniu atsakymu Nr. 82/1-926-07 į teisinės pagalbos prašymą informuojama, kad buvo nuvykta RAB

„Karat“ registracijos adresu Sankt Peterburgas, Puškinskaja g. 9-A, patalpa 10H, tačiau to firmos nerasta. RAB „Karat“ su šiais duomenimis: INN 7831000098, KPP 783501001, jurid. adresas Sankt Peterburgas, Puškino g. 9-F10M neregistruota. 2007-09-28 apklaustas liudytojas Ušakevič Andrej Valentinovič teigė, kad 2003-10-01 atidarė firmą RAB „Karat“ norėdamas įsikurti adresu Sankt Peterburgas, Puškinskaja g. 9A, patalpa 10H komercinei veiklai vykdyti. Organizuodamas firmą RAB „Karat“ veikė vienas kaip steigėjas, generalinis direktorius, vyriausiasis buhalteris, įforminimas užtruko apie 2 metus. Tolimesnė planuota komercinė veikla nepavyko, nes rajono administracija atsisakė leisti padaryti atskirą (projektuojamą) išėjimą iš Puškinskaja gatvę. Dėl nurodytos priežasties jis nustojo domėtis rūsiu, tolesniu nurodytos patalpos įforminimu ir firma RAB „Karat“. Jis teigia jokios RAB „Karat“ veiklos nuo 2005 metų nevykdyti. Jokių sutarčių, taip pat sutarties Nr. 01/04/05/02 su firmomis: UAB „Sofralita“, Mita group Limited, Indeko Engineering limited faksimiliniu ryšiu bei kitais būdais nesudarė. Jokių dokumentų, sutarčių dėl pinigų pervedimo, kokių nors sutartinių įsipareigojimų vykdymo jis nepasirašinėjo, patvirtinti, kad firma RAB „Karat“ neturi biuro (39 t. 150-192 l.).

2008-02-20 gautu Rusijos Federacijos generalinės prokuratūros 2007-12-28 lydraščiu Nr. 82/1-926-07 daliniu atsakymu į 2007-03-13 teisinės pagalbos prašymą, informuojama, kad Vernovskij Aleksej Maskvoje ir Maskvos sityje neregistruotas, asmens Vladimir Orechov duomenų trūkumo nepavyko nustatyti (40 t. 23 – 25 l.).

Vykdamas teisinės pagalbos prašymą 2007-06-27 liudytoja Kosulnikova Julia Vladimirovna teigė, kad 2006-07-03 sutarčių Nr. 68 ir priedų: specifikacijos Nr. 1, 2006-11-20 įgaliojimo nepasirašė, kas galėjo pasirašyti šiuos dokumentus ji nežino (40 t. 26 – 27 l.)

2008-02-06 gautu Rusijos Federacijos generalinės prokuratūros 2007-12-28 lydraščiu Nr. 82/1-106-07 daliniu atsakymu į 2007-03-13 teisinės pagalbos prašymą, pateikiamos liudytojo apklausos. 2007-05-21 apklaustas liudytojas Rodionov Michail Nikolajevič teigė, kad nuo 2004 metų yra Mita Group Ltd. generaliniu direktoriumi. Kas pasiūlė šį darbą neprisimena teigia turinti organizacijos antspaudą ir nuo 2004 metų iki šiol organizacijos antspaudas nesikeitė. 2004 metais jis atidarė Mita group Ltd sąskaitą AB Ūkio banko atstovybėje Maskvoje. Jis teigė pildęs klientų anketą, prašymą atidaryti sąskaitą, parašo pavyzdžio kortelę, banko sąskaitos sutartį, paslaugų teikimo internetu sutartį, visus dokumentus pasirašė pats. savo sutarties dėl sąskaitos atidarymo egzempliorių jis iš banko neėmė. Kodus sąskaitai valdyti gavo banko atstovybėje Maskvoje iš vadybininko, kodų niekam neperduodavo, teigia jie yra pas jį. Mita Group Ltd yra stambi prekybos kompanija, kuri verčiasi didmenine prekyba maisto produktais, tabako gaminiais, alkoholiu, indais ir buitine chemija. Ennerdale Investments Limited, Machinery trade S.A., Logotreck Products Inc, Advanta corporation, Korofalt ventures yra Mita group Ltd prekybos partneriai, o UAB „Mustangas“ yra transporto kompanija, kurios paslaugomis naudojosi Mita group Ltd. Mita group Ltd gavo 3 860 000 USD iš Ennerdale Investments Limited pagal mėsos konservų pardavimo kontraktą. Jis teigia, kad Mita group Ltd mokėjo UAB „Mustangas“ už krovinių pervežimus. Teigia, kad Mita group Ltd neatliko mokėjimų kompanijai Gordon Management Consultants LLC, jis tokios kompanijos nežino. Atsakyti į klausimą ar pažįsta Romaną, Andrejų, Valentina ir Ašotą sunku, nežinant pavardžių ar kokių nors papildomų duomenų (40 t. 63-74 l.).

Teisinės pagalbos prašymu 2007-11-14 apklaustas Šachov Vladimir Ivanovič teigė, kad maždaug 2006 m. pavasario viduryje, kai su savo draugu Sergej Gorbačiov gėrė alkoholiniu gėrimus, jo namo kieme priėjo vyras, kurį visi vadino Petia. Šachov V.I. teigia asmeniškai su juo pažįstamas nebuvo, tačiau žinojo, kad jis gyveno viename iš gretimų namų ir vertėsi naudotų automobilių pirkimu ir pardavimu. Petia pasiūlė užsidirbti po 50 JAV dolerių už tai, kad jie pasirašytų kažkokiose dokumentuose. Jis pasakė adresą, kur jiems reikia atvažiuoti, kad gautų pinigus, tikslaus adresą neprisimena – kažkur Maskvos centre. Su Petia susitiko prie šio pastato. Jis su Sergejumi liko gatvėje, o Petia įėjo į pastatą ir po kurio laiko grįžo su jaunu žmogumi, dėvėjusiu dalykinį kostiumą ir kaklaraištį. Petia liko gatvėje, o jie su jaunu vyru nuėjo į 2 aukštą į biurą, kur pasirašė kelis dokumentus, kur buvo pažymėta paukšteliais. Sergej irgi pasirašė kažkokių dokumentus. Jis dokumentus pasirašė neskaitydamas, po to nusileido į apačią, kur Petia jam ir Sergejui davė po 50 JAV dolerių. Po to daugiau Petios nematė. Petia atrodė taip: 43-45 metų

amžiaus, 180-183 cm ūgio, vidutinio kūno sudėjimo, slavų tautybės išvaizdos, rusvaplaukis, veidas ištysęs, plaukai trumpai kirpti, sušukuoti į šoną, teigia kažkur girdėjęs, kad Petia atvažiavo iš Tulos. Į klausimą ar atidarė sąskaitą kompanijai Vectrus commerce Ltd Lietuvos Respublikos banke Ūkio bankas atsakė kad jokių sąskaitų jokioms kompanijoms jis neatidarė. Jis teigia, kad kompanijos „Vectrus commerce Ltd pavadinimas nežinomas, su jos veikla jis taip pat niekaip nesusijęs. Pateiktose parašų ir antspaudo pavyzdžių kortelėje, 2006-04-12 banko sąskaitos sutartyje Nr. 180-04/2118-01, 2006-04-12 paslaugų teikimo internetu sutartyje 180-04/2118-02 pasirašė, spėja, kad šiuos dokumentus pasirašė apklausos pradžioje minėtomis aplinkybėmis, pasirašant dokumentus ten **jokių antspaudo nebuvo**, taip pat nebuvo kitų parašų išskyrus jo. Jaunas vyras, kurio akivaizdoje pasirašė dokumentus, padarė jų pasų kopijas. Kodų sąskaitai valdyti internetu ir kodų generatorių negavo, neturi net supratimo apie ką kalbama. Pasirašius nurodytus dokumentus jų jam nepaliko. Su kompanijos Vectrus commerce LTD veikla niekaip nesusijęs (40 t. 75-85 l.).

Teisinės pagalbos prašymu 2007-11-14 apklausta **Rostiašvili Oksana Viačeslavovna** teigė, kad nuo 1999 metų niekur nedirba, 2004 m. vasarą gavo I grupės invalidumą, nes serga tuberkulioze, vėliau 2006 m. viduryje gavo 2 grupės invalidumą. Nuo 1992 m. nė karto nekirto RF sienos ir nuolat gyvena Maskvoje. Taigi 2006 metais aš nevažiavau ir nebuvo nei Lietuvos Respublikoje nei kitoje valstybėje – tik Rusijos Federacijoje. bAB Ūkio banko nežino, niekada apie tokį negirdėjo. Nei viename iš Rusijos Federacijos ir kitų valstybių bankų ji nė karto neatidarė jokios sąskaitos nei sau, nei kitiems asmenims. Jokių sąskaitos atidarymo dokumentų ji niekada nepildė, nežino ko tam tikslui reikia ir kokia atidarymo procedūra, todėl negalėjo gauti kokius nors dokumentus ar kodus. Ji teigia nieko nežinanti apie Annava limited, nei apie Fontana invest inc. limited. Ji teigia niekada nebuvo paskirta kokios nors bendrovės atstovu, jokio antspaudo ji neturi, nežino kokią veiklą vykdo Annava limited, Fontana invest inc. limited. Parodžius 2006-03-22 banko sąskaitos sutarties Nr. 180-04/2059-0, sudarytos jos vardu dėl sąskaitos Nr. LT39 7010 0000 2060 3123 atidarymo, teigė, kad niekada nematė ir nepasirašinėjo pateikto dokumento.

Teisinės pagalbos prašymu 2007-07-09 apklaustas liudytoju **Gorbačiov Sergej Ivanovič** teigė, kad nuo 2006 metų niekur nedirba, prieš tai dirbo automobilių stovėjimo aikštelės pirmininku. Nuo 1998 m. jis nė karto nekirto RF sienos ir nuolat gyvena Maskvoje, nebuvo nei Lietuvos Respublikoje, nei kitoje valstybėje. AB Ūkio banko nežino, niekada apie tokį negirdėjo. Teigia nė viename iš Rusijos Federacijos ir kitų valstybių bankų jis nė karto neatidarė jokios sąskaitos nei sau, nei kitiems asmenims. Jokių sąskaitos atidarymo dokumentų jis niekada nepildė, nežino ko tam tikslui reikia, kokia sąskaitos atidarymo procedūra, jokių dokumentų ir kodų negavo. Jis nieko nežino apie bendrovės Moduls Business Inc bei Ennerdale investments limited, niekada nebuvo paskirtas kokios nors bendrovės atstovu, jokio antspaudo neturi, nežino kokią veiklą vykdo šios kompanijos. Pateiktoje susipažinimui 2006-04-12 banko sąskaitos sutarties Nr. n180-04/2116-0, sudarytos jo vardu dėl sąskaitos Nr. LT68 7010 0000 2060 3280 atidarymo užrašą „Gorbačiov Sergej Ivanovič parašė ir pasirašė ne jis (40 t. 119 - 124 l.).

Teisinės pagalbos prašymu 2007-05-18 apklaustas liudytojas **Demjanov Jevgenij Gennadjevič** teigė, kad sąskaita buvo atidaryta Ūkio banko atstovybėje Maskvoje, kuri yra Lukovyj skersgatvyje. Jis paskambino į AB Ūkio banko atstovybę ir paprašė atsiųsti jam elektroniniu paštu dokumentus, reikalingus sąskaitai šiame banke atidaryti, paskui sutarė dėl laiko, kada galės atvažiuoti ir perduoti dokumentus nagrinėjimui. Po mėnesio jam atidarė sąskaitą. Visus dokumentus, reikalingus Ūkio banke atidarant sąskaitą jis pasirašė pats. Anketa ir su klientu susijusių pusę sutartyse jis pildė pats elektroniniu būdu, o banko pusę jis palikdavo neužpildytą. Dalyvaujant banko atstovui ranka jis pasirašinėjo, įrašė savo vardą, tėvavardį, pavardę, banko pusė buvo nepasirašyta, jos pasirašytos jam ir neatidavė, bet davė valdymo internetu kodus, kas buvo įraodymu, kad jam atidarė sąskaitą. Visus nurodytus dokumentus jis pasirašinėjo banko atstovybėje, dalyvaujant vadybininkui, priėmusiam dokumentus jų perdavimo dieną. Vėliau jokių dokumentų dėl banko sąskaitos nepasirašinėjo. Sutarčių dėl sąskaitos atidarymo Ūkio banke jam nedavė. Vadybininkas perdavė sąskaitos valdymo kodus. Jis teigia, kad kodus perdavė prekybos kompanijos Advanta Corporation direktoriui, tikslios perdavimo datos neprisimena. Advanta Corporation prekybinė kompanija pagrindinė kompanijos veiklos rūšis – prekyba televizijos, vaizdo ir garso aparatūra. Jis

yra kompanijos patikėtinis pagal įgaliojimą, kuri pasirašė kompanijos Advanta Corporation direktorius. Teigia, kad turi kompanijos antspaudus. Ennerdale investment limited yra viena pagrindinių pirkėjų, Machinery Trade S.A. ir Mita group LTD – prekybiniai partneriai. Mokėjimai buvo atlikti pagal prekybos kontraktus, kurių kopijos buvo pateiktos Ūkio bankui banko vadybininko prašymu (40 t. 138 – 142 l.).

Teisinės pagalbos prašymu 2007-05-14 apklausta liudytoja **Kosulnikova Julija Vladimirovna** teigė, kad paso važiuoti į užsienį neturi ir niekada neturėjo, niekada neatidarinėję sąskaitų AB Ūkio banke, jokių banko kortelių nepildė, kodų sąskaitai internete valdyti niekada negavusi, apie bendrovę Belotract Global Inc nieko nežino, šios bendrovės direktore niekada nebuvusi paskirta, šios bendrovės antspaudu neturi ir niekada neturėjo (40 t. 143-148 l.).

Teisinės pagalbos prašymu gautas 2006-11-13 nutarimas atlikti poėmį AB „MDM-bank“ kuriame konstatuota, kad 2006 m. rugpjūčio 29 d. iš 27 Maskvos bankų sąskaitų į RAB MKB „DISKONT“ korespondentinę sąskaitą Nr. 30101810500000000908 Rusijos Banko Maskvos GTU skyriuje Nr. 4 įplaukė apie 1,595 mlrd. rublių, iš kurių 1,592 mlrd. rublių adresuota dviem organizacijoms - RAB „Solanž“ ir RAB „Saturn-M“. Šias firmas įkūrė nenustatyti asmenys, kurie buvo banko „DISKONT“ darbuotojai, ir užregistravo statytinių asmenų vardu neketindami užsiimti verslu, o turėdami tikslą nuslėpti uždraustą veiklą vykdant stambius mokėjimus trijų užsienio kompanijų naudai - „Ennerdale Investments Limited“, „Indeco Engineering Limited“ ir „Fontana Invest Inc. Limited“ pagal fiktyvius sandorius, susijusius su RAB „Solanž“ ir RAB „Saturn-M“ atliekamu įvairių pramoninių prekių įsigijimu iš šių kompanijų Rusijos Federacijos teritorijoje. 2006 m. rugpjūčio 29 dieną bankas „DISKONT“ nusiuntė Rusijos bankui pavedimus nurašyti nuosavas sąskaitas 1,498 mlrd. rublių į trečiųjų asmenų sąskaitas. Šie nurašymai buvo vykdomi pagal dvi operacijų tipus: paties banko „DISKONT“ konvertavimo operacijos konvertuojant jo žinioje esančius negrynuosius rublius į negrynąją užsienio valiutą 1157,7 mln. rublių sumai ir pervedimus negrynaisiais pinigais klientų pavedimu į įvairių firmų ir organizacijų sąskaitas kituose bankuose 340 mln. rublių sumai. Dalis pervedimų pagal savo konvertavimo operacijas buvo atlikta į „MDM-bank“ 256,87 mln. rublių sumai (32,03 milijono JAV dolerių pirkimas) ir apie 300,79 mln. rublių „Metallinvestbank“ (10,136 mln. JAV dolerių ir 0,8625 mln. eurų pirkimas). Anksčiau per darbą dieną lėšos, įplaukusios į firmų „Solanž“ ir „Saturn-M“ sąskaitas, operatyviai vidiniais bankiniais pervedimais buvo pervedamos į trijų anksčiau nurodytų organizacijų nerezidentų sąskaitas. Paprastai bankas konvertuodavo rublius į užsienio valiutą ir paskui siųsdavo juos pagal firmų nerezidentų pavedimus į užsienį per Austrijos banką „Raiffeisen Zentralbank Oesterreich AG“. Tačiau 2006 m. rugpjūčio 29 d. pervedimų tarp firmų „Solanž“, „Saturn-M“ ir trijų užsienio kompanijų „Ennerdale Investments Limited“, „Indeco Engineering Limited“ ir „Fontana Invest Inc. Limited“ nebuvo. Tuo pat metu konvertavimo operacijos, kaip ir pervedimai iš banko „DISKONT“ korespondentinės valiutinės sąskaitos tretiesiems asmenims už Rusijos Federacijos teritorijos ribas buvo atlikti. Banko „DISKONT“ vidinėje apskaitoje jokios anksčiau nurodytos operacijos jo korespondentinėje sąskaitoje „Raiffeisen Zentralbank Oesterreich AG“ neatspindi. Dienos apyvartos parodytos kaip nulinės. Su konvertavimo sandėrių sudarymu ir vykdymu susijusių dokumentų banke „DISKONT“ nėra. Tačiau „MDM-bank“ ir „Metallinvestbank“ patvirtina sandorių vykdymą ir lėšų pervedimą į banko „DISKONT“ sąskaitą banke „Raiffeisen Zentralbank Oesterreich AG“. Šis Austrijos bankas taip pat patvirtina pas save operacijų pagal banko „DISKONT“ sąskaitą faktą. 2006 m. rugpjūčio 30 d. bankas „DISKONT“ pateikė pavedimą bankui „Raiffeisen Zentralbank Oesterreich AG“ pervesti 2006 m. rugpjūčio 28 ir 29 dienomis įsigytą užsienio valiutą į 12 užsienyje esančių bankų sąskaitas. 2006 m. rugpjūčio 31 d. Rusijos Federacijos centrinis bankas panaikino nuo 2006 m. rugsėjo 1 d. RAB MKB „DISKONT“ banko licenciją dėl to, kad kreditinė organizacija nevykdė federalinių įstatymų, reguliuojančių bankų veiklą, ir Rusijos Banko norminių aktų bei ne vieną kartą per vienerius metus pažeidė reikalavimus, numatytus „Kovos su nusikalstamu būdu įgytų pajamų legalizavimu (plovimu) ir lerorizmo finansavimu“ Federaliniame įstatyme. Iš viso per laikotarpį nuo 2006-06-30 iki 2006-08-29 nenustatyti asmenys atliko stambius mokėjimus trijų anksčiau nurodytų užsienio kompanijų naudai pagal fiktyvius sandorius su RAB „Saturn-M“ daugiau kaip 25 mlrd. rublių sumai, su RAB „Solanž“ daugiau kaip 16 mlrd. rublių sumai, o viso daugiau kaip už 41 mlrd. rublių (40 t. 149-154 l.).

Teisinės pagalbos prašymu 2007-05-28 apklaustas liudytojas **Chončev Vasilij Ivanovič** teigė, kad 2004 metais nusprendė užsiimti komercine veikla, labiausiai patrauklus pasirodė prekybos tarpininkavimo operacijų atlikimas per ofšorinę kompaniją. 2005 metais per internetą susisieki su konsultacine kompanija „International Overseas Services (I.O.S.)“ (www.ioserv.com), kuri teikia platų paslaugų asortimentą verslininkams, taip pat bendradarbiavimo su ofšorinėmis kompanijomis srityje. Tarpininkaujant nurodytai kompanijai 2005 metais jis tapo ofšorinės firmos „Great Alliance Consultants Limited“ atstovu. Dokumentai buvo atsiųsti jam paštu. Pagal dokumentus firma „Great Alliance Consultants Limited“ inkorporuota (registruota) Honkonge 2005 m. rugpjūčio 4 d. numeriu 987556. Jos direktoriai yra Bahamų juridiniai asmenys „Inhold Ltd“ ir „Multihold Ltd“. Firmos sekretorius - Honkongo juridinis asmuo „Aall&Zyleman Company Limited“. Registruotas kompanijos biuras yra adresu: 3/F, Jonsim Place, 228 Queen's Road East, Wanchai, Honkongas. Tarp gautų dokumentų buvo firmos „Great Alliance Consultants Limited“ išduotas įgaliojimas, kuris suteikė jam juridinio atstovavimo įgaliojimus sudaryti bet kokius sandorius firmos vardu ir interesais, bei antspaudas su firmos pavadinimu. „I.O.S.“ patarimu jis atidarė daugiavaliutę sąskaitą Lietuvos banke „Ūkio bankas“, kurio Maskvos biuras yra Sretenkoje. Tai suteikė galimybę atlikti mokėjimus ir Rusijos rubliais, ir bet kokia užsienio valiuta. Sąskaita valdoma pagal sistemą „bankas - klientas“ iš bet kurios vietos, kur yra internetas. Visus banko sąskaitai atidaryti reikalingus dokumentus, o būtent: prašymą atidaryti sąskaitą, parašų ir antspaudo pavyzdžių kortelę, banko sąskaitos sutartį, banko paslaugų internetu teikimo sutartį pildęs savo ranka AB „Ūkio bankas“ atstovybės biure. Jis teigia nuo 2006 metų pradėjo savo verslą tarpininkavimo srityje. Verslo schema tokia -per internetą randa iš vienos pusės galimybę įsigyti ir iš kitos pusės galimybę parduoti kokias nors likvidžias prekes. Susiekia su pardavėju ir pirkėju, bet tiesiogiai jų vieno su kitu nesupažindina. Todėl pardavėjui jis yra pirkėjas, o pirkėjui yra pardavėjas. Jeigu šios sąlygos leidžia įvykdyti sandorį, jis vykdo jį savo vardu. Jis gauna pranešimą apie pirkėjo pasiruošimą pervesti pinigus. Jis praneša apie tai pardavėjui ir gauna informaciją apie prekių buvimo vietą ir gavimo sąlygas. Kai pinigai įplaukia į jo sąskaitą, jis perveda juos pardavėjui, o informaciją apie prekes perduoda pirkėjui. Pirkėjas gauna prekes pats pardavėjo nurodytoje vietoje. Jis teigia, esant tokiai darbo schema, jam nereikia turėti nei biuro, nei darbuotojų, nei gamybinių pajėgumų. Be to, visa firmos atskaitomybę tvarko kompanija „I.O.S.“. Jis teigė jog yra firmos „Great Alliance Consultants Limited“ įgaliotu juridiniu atstovu. Įgaliojimo kopiją anglų kalba pridėjo prie apklausos protokolo, teigė, jog iki šiol antspaudas yra pas jį. Papildomai paklaustas apie bendrovės veiklą, teigė, kad bendrovė vertėsi prekyba ir tarpininkavimu sudarydama komercinius prekių pirkimo ir pardavimo sandorius su įvairiais kontrahentais, būdama pardavėju ar pirkėju. Apie konkrečius jo atliktus sandorius jis atsisakė kalbėti, bijodamas, kad tai gali pakenkti jo verslui. Jo parodymais bendrovė „Indeco Engineering Limited“ kaip pirkėjas įsigijo iš bendrovės „Great Alliance Consultants Limited“ buitines elektronikos partiją už 500 000 JAV dolerių. Sandėris įformintas 2006-07-26 kontraktu Nr. 79. Prekės išvardintos kontrakto specifikacijoje. Tiekimo atlikimas patvirtintas 2006-08-14 protokolu Nr. 16. Kontrakto su specifikacija kopiją ir protokolo kopiją pateikė prie protokolo. Į klausimą kokių pagrindų, už ką 2006-08-30 į bendrovės „Great Alliance Consultants Limited“ bendrovė „Indeco Engineering Limited“ pervedė 500 000 JAV dolerių atsakė, kad 500 000 JAV dolerių - tai buitines elektronikos tiekimo kontrakto kaina. Ši suma buvo pervesta kaip atlikto tiekimo apmokėjimas, kaip tai numatyta kontrakto sąlygose. Jis teigia, kad pervedimo metu visa ši suma buvo užblokuota Lietuvoje, ir jo verslas faktiškai sustojo. Del to jis sudarė atitinkamą susitarimą su Lietuvos advokatu, kuris siekia, kad būtų panaikintas pinigų užblokavimas. Kauno prokuratūrai perduotuose dokumentuose yra techninė klaida, o faktiškai jo atstovo statusas nesikeitė. Todėl natūralu, kad nebuvo jokio būtinumo pranešti AB Ūkio bankui apie pareigų pasikeitimą. Nurodyta klaida ištaisyta, ir Kauno prokuratūrai perduotas ištaisytas Teisinės pagalbos sutarties priedo variantas, kur jis teisingai įvardintas kaip bendrovės „Great Alliance Consultants Limited“ atstovas, o ne direktorius. Į klausimą ar gavo kodus banko sąskaitai internete valdyti (PIN, TAN kodai), kodų generatorius, ar jūs atliko pavedimus iš sąskaitos AB „Ūkio bankas“ atsakė, kad gavo ir atlikdavo operacijas šioje sąskaitoje naudodamas sistemą „Bankas-Klientas“ (40 t. 165-174 l.).

Teisinės pagalbos prašymu 2007-05-10 apklaustas liudytojas **Filipov Jurij Nikolaj** teigė, kad maždaug nuo 1999 m. gruodžio iki 2005 metų gruodžio jis vertėsi juridinių asm. registravimu, o po to parduodavo užregistruotas firmas pažįstamiems, jokie firmų pardav. žurnalo jis nevedė. Maždaug 2005 metais jis užregistravo Maskvos m. mokesčių inspekcij. kurioje būtent neprisimena, savo vardu bendrovę „Westline Associates Limited“, kurioje b. generaliniu direktoriumi ir steigėju (pats save paskyrė), po to pardavė šią firmą Latvijos piliečiui koordinačių neturi. Latvijos pilietis surado jį per kažkokius pažįstamus, tačiau pirkėjas paprašė atidaryti savo vardu banko sąskaitą „Ūkio banke“, esančiame Lietuvoje. Po to jis 2005 m. lapkričio pradžioje išdavė Latvijos piliečiui (jo koordinačių neturi) įgaliojimą atstovauti firm. teisėms jo vardu, perregistruoti ir nutraukti bendrovės veiklą, atidaryti ir uždaryti banko sąskait. valdyti sąskaitas ir t.t., jokių ryšių su bendrove „Westline Associates Limited“ jis neturejo ir net. ir nežino, kuo ji užsiima. Maždaug 2005 m. lapkritį pasiimti įgaliojimą, bendrovės „Westl. Associates Limited“ registracijos dokumentus bei nurodytos bendrovės antspaudą pas jį atvaži. pats Latvijos pilietis (iš jo žodžių), savo dokumentų jis nerodė, kuriam jis pardavė šią firm. Daugiau šio piliečio jis nematė ir apie bendrovės „Westline Associates Limited“ veiklą nie. nežino. Atitinkamai apie ryšius su bendrove „Ennerdale Investments Limited“ jis nieko nežin. koku pagrindu 2006-08-30 į „Westline Associates Limited“ sąskaitą bendrovė „Ennerda. Investments Limited“ pervedė 900 000 JAV dolerių, jis taip pat nežino. Jokių bendrovės „Westl. Associates Limited“ dokumentų ir antspaudo jis neturi. 2005-12-09 banko sąskaitos sutarties N. 180-04/18190 nesudarė, teigia, kad sutartyje yra ne jo parašas, kas tai per 2005-11-11 įgaliojim. pagal kurį jis neva dirbo - nežino, Lietuvoje niekada nebuvo, ten jokios sąskaitos neatidarė (40 t. 185-190 l.).

Teisinės pagalbos prašymu gautas 2006-01-27 mirties akto įrašas Nr. 645, kuriame teigiam. kad **Bunakov Viktorovič** g. 1953-12-02 mirė 2006-01-26 Maskvoje dėl kepenų ir inks. nepakankamumo bei kepenų cirozės (40 t. 192-196 l.).

Teisinės pagalbos prašymu 2007-05-22 apklaustas liudytojas **Gauk Valerij Pavlovič** teig. kad Irina Pavlovna Gauk yra jo sesuo. Faktiškai Irina registruota nurodytu adresu, bet tikrosios j. gyvenamosios vietos jis nežino. Kartu su juo gyvena Irinos nepilnametė dukra Tatjana Artiomov. Gauk, gimusi 2000 m. Kaip dukros globėja įforminta jo motina Larisa Saveljevna Gauk, nes Irin. neprižiūri ir neauklėja savo dukters. Registracijos adresu Irina pasirodo labai retai, paskutinį kartą j. buvo atėjusi pas dukrą prieš 6 (šešis) mėnesius. Apie jos veiklą jis žino tik, kad ji nedirba, vidurini. išsilavinimo neturi, dykaduoniauja. Apie dabartinę Irinos buvimo vietą jis nieko nežino, jo. kontaktinių telefono numerių jis nežino, gali tiksliai pasakyti, kad Irina verslo niekada neturėjo. Vardai: Vladimir Ivanovič Šachov, Oksana Viačeslavovna Rostiašvili, Julija Vladimirov. Kosulnikova, Jevgenij Gennadjevič Demjanov, Tatjana Antonovna Dudorova, Vasilij Ivanov. Chončev, Sergej Ivanovič Gorbačio, Andrej Aleksandrovič Šišov, Jurij Nikolajevič Filipov, Boris. Balenko, Michail Nikolajevič Rodionov, Vladimir Viktorovič Bunakov jam nieko nesako, tarp j. pažįstamų tokių nėra. Nori papildyti, kad Irinos vardu įforminta daug firmų, ir iki šiol iš mokesčių. įstaigų atsiunčiami šaukimai jos vardu. Prie apklausos protokolo pateikė Irinos paso puslapių kopijas, iš viso 4 (keturis) lapus. Jeigu Irina pasirodys registracijos adresu, atvyks pas savo dukrą, susisieks, jis įsipareigojo nedelsdamas pranešti jai ir primygtinai prašyti, kad ji atvyktų į teisės saugos institucijas (40 t. 197 l. - 41 t. 10 l.).

Teisinės pagalbos prašymu 2007-05-21 apklaustas liudytojas **Komarov Sviatoslav Vladimirovič** teigė, kad AB Ūkio banko atstovybė priima dokumentus ir paskui perduoda juos į. Kauną galimybėms ištirti ir sprendimui atidaryti sąskaitą priimti. Teikiant dokumentus būtinas asmenišk. kompanijos direktoriaus arba kito įgalioto asmens dalyvavimas, taip pat būtina turėti kompanijos steigimo dokumentus. Direktorius arba įgaliotas asmuo pateikia savo pasą. Kompanijos įgaliotas asmuo pasirašo bankinius dokumentus (prašymą atidaryti sąskaitą, parašo pavyzdžių kortelę, banko sąskaitos sutartį, Paslaugų internetu teikimo sutartį su priedais). S.V. Komarov. dėdavo savo parašą kortelėje patvirtindamas kompanijos įgalioto asmens tapatybę ir parašą. Grafoje „Signature and job tittle of confirming organization“ yra parašas su pavardės iššifravimu (Komarov), sutarties numeris ir data, taip pat yra parašas ant dokumentus pateikusių firmos atstovo

paso kopijos. Ūkio banko atstovybė antspaudą turi, bet jis skirtas naudoti atstovybės vidiniams ūkiniams tikslams. Pavyzdžiui, darbo sutartims su darbuotojais sudaryti, banko pavedimams, sutartims su kitais užsakovais sudaryti, atstovybės mokesčių atskaitomybei. Šiuo metu atstovybėje dirba trys darbuotojai: atstovybės direktorius S.V.Komarov, pavaduotojas Ivan Tichonenko, klientų vadybininkė Ana Zvonova. Į atstovybės direktoriaus ir direktoriaus pavaduotojo pareigas įeina tvirtinti klientų asmens tapatybes bei juridinių asmenų steigimo dokumentų kopijas. Šiuo metu kompanijų atstovai pasirašo savo ranka ir patys įrašo savo vardą ir pavardę, bet 2004-2005 metais kompanijos atstovo vardą ir pavardę galėjo įrašyti banko darbuotojas. Pagal vidaus taisykles dokumentų pildymas nėra klientų pareiga, išskyrus kliento atstovo asmens parašą. Atidarydamas sąskaitą klientas palieka kontaktinį telefoną arba kitą informaciją apie tai, kaip su juo galima susisiekti, arba pats skambina. Šiuo metu kodai PIN, TAN ir slaptažodžių generatoriai dažniausiai išduodami atstovybėje Maskvoje. Klientai pasirašo, kad juos gavo (apytikslė dokumento kopiją pridėjo prie protokolo) Paslaugų internetu teikimo sutarties priede Nr. 1 (41 t. 12-23 l.).

UAB „Mustangas“ direktoriaus Jono Zaliecko parodymais telefonais (495) 916-33-92 ir (495) 258-67-91 naudojosi Gordon Management consultants LLC atstovai asmenys Romanas ir Andrejus, Valentina ir Ašot. Teisinės pagalbos prašymu gauti užklauskimai bei atsakymai, kad telefono Nr. (495) 916-33-92 nuo 2005-12-01 iki šiol abonentu yra RAB „Strojinvestestaid“, Pdsosenskij skg. 23, juridinis adresas Nižnija g. 6 (41 t. 24-25 l.), telefonu Nr. 258-67-91 laikotarpiu nuo 2006 m. sausio naudojasi RAB „Lajonss“, jurid. adresas Maskva, Četvertyj Roščinskij pravažiavimas 19, past. 2, sąskaitos siuntimo adresas Maskva, Piatyj Donskoj pravažiavimas 21B, past. 42, kontaktinis asmuo Vladimir Dorofejev (41 t. 29 l.).

Teisinės pagalbos prašymu 2007-05-24 apklaustas liudytojas **Doskovskij Timofej Fiodorovič** teigė, kad jis yra AB AKB „MDM-Bank“ dileris. Pagal 2006-02-02 MKB „Diskont“ ir AB AKB M-Bank“ generalinę sutartį dėl bendrų operacijų valiutų ir pinigų rinkoje atlikimo sąlygų jis atlikdavo negrynosios valiutos pirkimo ir pardavimo sandorius. Sandoriai būdavo sudaromi dileriams tariantis bankiniais telefonais. Banko „Diskont“ dileris skambindavo bankiniu telefonu ir prašydavo negrynosios valiutos kotiravimo (pirkimo/pardavimo) tam tikru momentu. Gavęs valiutos kotiravimą banko „Diskont“ dileris priimdavo sprendimą sudaryti sandorį. Jeigu jį tenkindavo tokia valiutos pardavimo kaina, tai sandoris būdavo sudaromas. Sudarę sandorį dileriai susitardavo dėl sandorio sumos, sandorio kainos, valiutavimo datos. Visi sudarytų sandorių pamatrai būdavo įtraukiami į kompiuterinę banko duomenų sistemą. Po to, kai sandoris būdavo įtrauktas į programą, jų paramos personalas (atsiskaitymų skyrius) susisiekdavo su banko „Diskont“ atsiskaitymų skyriumi ir patvirtindavo sandorio sąlygas. Bankai keisdavosi patvirtinimais naudodamiesi sistema S.W.I.F.T. arba teleksu. Patvirtindamos sandorį šalys nurodydavo sandorio parametrus bei savo rublinius ar valiutinius rekvizitus. Po visų nurodytų sąlygų būdavo vykdomi tiesioginiai atsiskaitymai tarp bankų. Jis sudarė visus AB AKB „MDM-Bank“ sandorius su banku „Diskont“. Pinigų pagal sandorius grąžinimas ir blokavimas neįeina į jo kompetenciją (42 t. 142 – 143 l.).

2008-02-20 gautu Rusijos Federacijos generalinės prokuratūros **2007-12-28 lydraščiu Nr. 82/1-926-07** daliniu atsakymu į 2007-03-13 teisinės pagalbos prašymą, informuojama, kad Vernovskij Aleksej Maskvoje ir Maskvos sityje neregistruotas, asmens Vladimir Orechov dėl asmens duomenų trūkumo nepavyko nustatyti (40 t. 23 – 25 l.).

2008-02-14 Lietuvos Respublikos generalinės prokuratūros lydraščiu Nr. 14.2-608(14.5-345) Rusijos Federacijos Generaliniam prokurorui išsiųstas 2007-10-15 teisinės pagalbos prašymas Rusijos Federacijos teisėsaugos institucijoms, kuriame pateikiama naujai gauta Lietuvos Respublikoje informacija, prašoma apklausti liudytojus (40 t. 4-20 l.).

2008-12-15 gautu Tardymo komiteto prie Rusijos VRM 2008-12-11 lydraščiu Nr. 17/sg-22344 atsakymu į 2007-10-15 teisinės pagalbos prašymą, pateikiamos liudytojo apklausų kopijos (42 t. 171-172). 2007-09-19 apklausta liudytoja **Rostiašvili Oksana Viačeslavovna** teigė, kad šiuo metu niekur nedirba, yra 2 grupės invalidė, anksčiau iki 1999 m. dirbo pakuotoja, maisto prekių parduotuvėje „Dora+“, kuri yra Maskvos m. Lefortovo Jurjevskij per., metus. Komercinės ar verslo

veiklos niekada nevykdė, jokios firmos atidariusi bei bankuose sąskaitos kaip Rusijos Federacijos teritorijoje, taip ir užsienyje nėra atidariusi, niekada nebuvo jokios firmos atstove ir nėra šiuo metu. Užsienio paso neturi, už Rusijos Federacijos ribų nėra buvusi. 2005 m. kovo mėn. jos brolis Kravčenko Nikolaj Viačeslavovič, 1978 m. birželio 20 d. gim., gimęs Maskvoje, paprašė, kad ji būtų jo laiduotoja, nes jis norėjo gauti Sberbanke kreditą ir ji sutiko. Jie kartu nuvažiavo į Sberbanko filialą įforminti kredito dokumentus. Prieš tai jam davė savo asmens pasą, kad padaryti kserokopijas, kurias, jo žodžiais, reikėjo pateikti į banką kreditui gauti. Tą pačią dieną jis gražino jos pasą. Daugiau ji savo paso niekam nėra davusi ar pametusi. Jos brolis Kravčenko N.V. priregistruotas pagal jos gyvenamąją vietą, bet kartu negyvena jau apie metus, kur būtent gyvena brolis, nežino, jis gyvena su kažkokia mergina Kaponios 4 kvartale, namo ir buto numerių nežinau, jo telefono irgi nežino, kartais jis ateina pas ją į svečius. Fimos „ANNAVA LTD“ pavadinimas jai nežinomas, apie ją girdi pirmą kartą, sąskaitos banke šiai firmai ji niekada nėra atidariusi ir nieko apie šią firmą nežino, šios firmos įgaliotiniu ar vadovu niekada nebuvo. Maždaug 2007 m. birželio mėn. ją iškvietė į Maskvos m. Pietų-Rytų apygardos VRV pas tardytoją Liukmanovą Dinarą, tėvavardžio neprisimena, kuris apklausė ją dėl firmos, kurios pavadinimo jau neprisimena, pinigų pervedimo į Baltiją ir dėl kažkokių prekių, tiksliai nepamena, taip pat iš jos buvo paimti rašysenos ir parašo pavyzdžiai. Tardytojui taip pat paaiškino, kad ji niekaip nesusijusi su šia firma ir nieko apie tai nežino (42 t. 174 – 178 l.).

Teisinės pagalbos prašymu 2007-09-28 apklausta liudytoja **Chončev Vasilij Ivanovič** teigė, kad 2004 metais jis nusprendė užsiimti komercine veikla. Ilgai tyrinėjo pagal prieinamus informacijos šaltinius, įskaitant Internetą, verslo tvarkymo teisės bei organizacines galimybes. Pagaliau rado labiausiai priimtina jam prekybos tarpininkavimo operacijų per ofsorinę kompaniją vykdymą. 2005 metais Internetu nustatė ryšius su konsaltingo kompanija International Overseas Servines, teikiančia platų paslaugų spektrą verslininkams, tame tarpe bendradarbiavimo su ofsorinėmis kompanijomis srityje. Tarpininkaujant nurodytai kompanijai 2005 metais tapo ofsorinės firmos GREAT ALLANCE CONSULTANTS LIMITED atstovu. Dokumentų paketas buvo jam atsiustas paštu. Pagal dokumentus, firma GREAT ALLANCE CONSULTANTS LIMITED inkorporuota Honkonge 2005 m. rugpjūčio 4 d. Nr 987556. jos direktoriai - Bahama juridiniai asmenys Inhold Ltd. Ir Multihold Ltd. Fimos sekretorius - Honkongo juridinis asmuo Aall & Zyleman Compani Limited. Registruotas kompanijos ofisas yra adresu 3/ A., Jonsim Place 228 Queen's Road East, Wanchai, Hong Kong. Gautame dokumentų pakete buvo išduotas firmos GREAT ALLANCE CONSULTANTS LIMITED įgaliojimas, kuris teikė jam juridinio atstovavimo įgaliojimus bet kokių sandorių vykdymui firmos vardu ir jos interesais bei antspaudu su firmos pavadinimu. I.O.S. patarimu jis atidarė multivaliutinę sąskaitą Ūkio banke, Maskvoje ofisas kurio yra Sretenkoje. Atsirasdavo galimybė vykdyti mokėjimus kaip ir Rusijos rubliais, taip ir užsienio valiuta. Sąskaita buvo valdoma per sistemą „bankas -klientas“ iš bet kurios vietos, kur yra Internetas. Nuo 2006 metų pradėjo savo tarpininkavimo biznį. Biznio schema buvo tokia. Per Internetą randa kokios nors likvidinės prekės pirkimo galimybę, iš vienos puses, ir pardavimo, kitos puses. Nustato ryšį su pardavėju ir su pirkėju, bet tiesiogiai jų nesuveda. Todėl pardavėjui tampa pirkėjas, o pirkėjui -pardavėjas. Susitaria su jais dėl mokėjimo ir tiekimo sąlygų. Jei šios sąlygos leidžia atlikti sandorį, vykdo jį savo vardu. Po to gauna pranešimą apie pirkėjo pasirengimą pervesti pinigus. Jis praneša apie tai pardavėjui ir gauna informaciją apie prekės buvimo vietą ir gavimo sąlygas. Kada pinigai įplaukia į jo sąskaitą, jis juos perveda pardavėjui, o informaciją apie prekę perduoda pirkėjui. Pirkėjas prekę gauna pats nurodytoje pardavėjo vietoje. Esant tokiai daliai schemai jam nereikia nei ofiso, nei personalo, nei gamybos pajėgumų. O visą firmos atskaitomą tvarko kompanija I.O.S. Jo įgaliojimai nustatyti įgaliojime, išduotame firmos. Apie konkretų atliktus sandorius nekalbėjo. Bendrovė Indeko Engineering Limited kaip pirkėjas nupirkė bendrovės GREAT ALLANCE CONSULTANTS LIMITED buitines elektros technikos siuntė 500 000 JAV dolerių. Sandoris įformintas kontrakte Nr 79 2006 m. liepos 26 d. Prekės įvardis ir specifikacijoje prie kontrakto. Tiekimo atlikimas natūra patvirtintas 2006 m. rugpjūčio mėn. protokole Nr 16. Del to, kad visa suma, pervesta į sąskaitą, buvo Lietuvoje užblokuota, jis susitarė su advokatu, kuris siekia pinigų išblokuoti. Kitus parodymus duoti atsisakė, pasinaudodamas

numatyta RF konstitucijos 51 str. teise, nes mano, kad tai gali pakenkti mano verslui (42 t. 179-184 l.).

Teisinės pagalbos prašymu 2007-09-19 apklaustas liudytojas **Šachov Vladimir Ivanovič** teigė, kad šiuo metu niekur nedirba, nuo 2006 m. lapkričio iki 2007 m. balandžio dirbo Jaroslavlio m. Iki išvykimo į Jaroslavlį, dirbo 4 metus Liubercy m. gamybinėje virtuvių firmoje, vyriausiojo mechaniko skyriuje elektriku. Fimos „VECTRUS KOMMERCE LTD“ pavadinimas jam nežinomas, jokių santykių su šia firma neturėjo ir šiuo metu neturi. Komercinės ar verslo veiklos nevykdė ir nevykdo. Užsienio paso neturi, už Rusijos Federacijos ribų nėra buvęs. Maždaug prieš 1,5-2 metus pametė savo pasą, kur ir kokiomis aplinkybėmis pametė, nežino. Po to, kai aptiko pasą dingimą, maždaug po 3 dienų jį rado savo pašto dėžėje. Kas jį ten padėjo, nežino. Jokių firmų vadovu ar įgaliotiniu niekada nėra buvęs, bankuose sąskaitų nėra atidaręs. Banko MKB „Diskont“ (OOO) pavadinimas jam nieko nesako, jo darbuotojų nežino. Organizacijos OOO „Solanz“, OOO „Saturn-M“, „Ennerdeil Investmens Limited“, „Indeko Engineering Limited“, „Fontana Invest Inc. Limited“ jam nežinomos ir jų darbuotojų nežino (42 t. 185-189 l.).

Teisinės pagalbos prašymu 2007-09-19 apklaustas liudytojas **Gorbačov Sergej Ivanovič** teigė, kad šiuo metu niekur nedirba. Maždaug iki 2006 m. sausio-vasario mėn. 13 metų dirbo automobilių aikštelės, kuri yra Kuzminkuose, Okskaja g., 10 valda 1, pirmininku. Fimos „MODULS BUSINESS INK“ pavadinimas jam nežinomas, jokių santykių su šia firma neturi, komercinės ar verslo veiklos nevykdė. Užsienio paso neturi, už Rusijos Federacijos ribų nėra buvęs. Savo asmens paso pametęs nebuvo, visada turėjo jį su savimi. Maždaug 2005 m. pabaigoje ar 2006 m. pradžioje Piotr, pavardės ir tėvavardžio neprisimena, jis statė savo automobilį pas juos aikštelėje, pasiūlė jam padaryti paslaugą, padaryti jo paso kopijas jam, nes jis pasakojo jam, kad reikalingos paso kopijos kad pateikti dokumentus kreditui gauti. Ryte perdavė jam savo pasą, o vakare jis atvažiavo palikti automobilį aikštelėje ir grąžino jam jo pasą kartu su paso kopijomis. Piotro ir jo automobilio duomenys buvo įrašyti aikštelės žurnale, bet žurnalas nebuvo išsaugotas dėl aikštelės nugriovimo. Jis kelis kartus, 3 ar 4, tiksliai nepamena, buvau pateikęs dokumentus įvairiems bankams kreditui gauti, bet jam atsakė ir kredito taip ir negavo. Vieną kartą pateikė dokumentus bankui „MMD“, kuris yra šalia metro „Kurskaja“, po to dar pateikė Taupomojo banko filialui, kuris yra šalia metro stoties „Vernadskij“, kito banko pavadinimo neprisimena, jis yra šalia metro stoties „Paveleckoje“. Fimos „MODULS BUSINESS INK“ pavadinimas jam nėra žinomas, girdi jį pirmą kartą, bankuose sąskaitų šiai firmai nebuvo atidaręs ir nieko apie šią firmą nežino, šios firmos vadovu ar įgaliotiniu niekada nėra buvęs. Banko MKB „Diskont“ (OOO) pavadinimas jam nieko nesako, jo darbuotojų nežino. Organizacijos OOO „Solanz“, OOO „Saturn-M“, „Ennerdeil Investmens Limited“, „Indeko Engineering Limited“, „Fontana Invest Inc. Limited“ jam nežinomos ir jų darbuotojų nežino (42 t. 190-194 l.).

Teisinės pagalbos prašymu 2007-09-07 apklausta liudytoja **Kosulnikova Julija Vladimirovna** teigė, kad šiuo metu niekur nedirba, maždaug 2004 m. išėjo iš darbo vaikų maitinimo kabinete, kur dirbo pakuotojos pareigose vienerius metus. „Velotrec Global Inc“ kompanijos pavadinimas jai nežinomas, ji teigia niekaip nesusijusi ir nebuvo susijusi su šia firma. Užsienio paso neturi, už RF ribų nėra buvusi. Fimos „Ennerdeil Investmens Limited“, „Indeko Engineering Limited“, „Fontana Invest Inc. Limited“, OOO „Solanz“, OOO „Saturn-M“ jai nežinomos. Šios firmos darbuotojų nepažįsta. Maždaug 2004 m. pabaigoje pastebėjo, kad dingio asmens pasas, kuris buvo jos rankinuke, jis dingio 4-5 dienų bėgyje, kuomet buvo skirtingose miesto vietose. Kur ir kokiomis aplinkybėmis jis dingio, nežino. Maždaug po 2 mėnesių jai namo pasą atnešė nežinomas vyriškis, kuris pasakė, kad rado jį ir paprašė atlyginti. Kur jis jį rado, ji nepaklausė, davė jam 1000 rub. ir jis išėjo. Vyro amžius apie 30-40 metų, vidutinio ūgio, normalaus kūno sudėjimo, buvo apsirengęs su kepure ir striuke, pajuto alkoholio kvapą (42 t. 195-200 l.). 2009-09-12 papildomos apklausos metu Kosulnikova J.V. teigė, kad apie kompanija „Belotract Global Inc“ jai yra nežinoma, apie ją nieko negirdėjo, jokių santykių su ja neturi, verslo veiklos nevykdė ir nevykdo. Kompanijos Machinery Trade S.A., atstovaujamos direktoriaus Balenko B., 2006.07.03 sutarties Nr 68, priedų prie jos - specifikacijos Nr 1, papildomo susitarimo Nr 1, 2006.11.20 įgaliojimo veikti kompanijos vardu ji nepasirašiusi, nieko bendro su šia kompanija neturi. Kas galėjo pasirašyti šiuos dokumentus nežino, kam yra žinomi bendrovių

duomenys, kas turi bendrovės antspaudą, nežino. Juozo Gaidučio nežino, jo nepažįsta ir apie jį girdi pirmą kartą, jokių įgaliojimų jo vardu, ar kieno nors kito vardu nerašė, nepasirašė. Maždaug nuo 2005 m. pavasario pas ją į namus pradėjo atvažiuoti milicijos pareigūnai, kurie klausė dėl įvairių firmų, ar ji yra šių firmų direktorė ar steigėja (43 t. 1-5 l.).

Teisinės pagalbos prašymu 2007-09-06 apklaustas liudytoju **Filipov Jurij Nikolajevič** teigė, kad šiuo metu jis dirba OOO „SK-Partner“ generaliniu direktoriumi, jam yra žinomas firmos „WESTLINE ASSOCIATES LTD“ pavadinimas. Apie 2000 metus pradėjo verstis juridiniu asmenų, t.y. firmų, Maskvos ir artimesnėse užsienio valstybėse registracija. Maždaug 2005 m. pavasario pradžioje ar vasara jos pažįstamas vardu Aleksej, kur gyvena ir kokia jo pavardė nežino su juo susiskambindavo ir susitikinėjo, pasakė, kad atvažiavo iš Latvijos du atstovai ir nori nupirkti firmą, kuri užregistruota Maskvos m. Po to susitiko su tais atstovais prie metro stoties „Sucharevskaja“. Netoli nuo stoties buvo Latvijos ofisas, kur ir susitiko. Atstovai iškėlė sąlygą, kad firmos sąskaita bus atidaryta Latvijos banke. Jis teigia padaręs jiems generalinį įgaliojimą šiai firmai, suteikiant teisę atidaryti sąskaitą ir sudaryti sutartis. Šią firmą jis asmeniškai užregistravo buvo jos steigėjas, generalinis direktorius ir buhalteris. Pas kurį notarą darė įgaliojimą neprisimena, įgaliojimas buvo išduotas vieneriems ar dviems metams, tiksliai nepamena. Kai Aleksej susipažino su Latvijos atstovais, nežino. Po to su Latvijos atstovais daugiau nesimatė. Kartu su įgaliojimu jis taip pat perdavė kitus firmos dokumentus. Firmas steigė pardavimui. Visą laikotarpį nuo 2000 m. iki 2006 m. užregistravo ir pardavė apie 600 firmų. Šiuo metu jokių dokumentų neturi, dabar tuo nesiverčia. Kuo užsiimdavo ši firma, nežino. Banko MKB „Diskont“ pavadinimas nieko nesako, jo darbuotojų nežino. Organizacijos OOO „Solanz“, OOO „Saturn-M“, „Ennerdeil Investmens Limited“, „Indeko Engineering Limited“, „Fontana Invest Inc. Limited“ jam nežinomos ir jų darbuotojų nežino. (43 t. 6-10 l.).

Teisinės pagalbos prašymu 2008-09-26 apklausiant liudytoju **Beginin Andrej Vladimirovič** nemotyvuotai atsisakė duoti bet kokius parodymus (43 t. 11-14 l.).

Teisinės pagalbos prašymu 2007-12-07 apklaustas liudytoju **Orechov Vladimir Matvejevič** teigė, kad nuo 2007 m. birželio 21 d. dirba firmoje SPSR „Ekspress-pošta“ ekspeditoriumi. Į jo funkcijas įeina pašto laiškų ir siuntinių pristatymas. Oficialiai su juo darbo sutartis nebuvo sudaryta. Iki įsidarbinimo SPSR „Ekspress-pošta“ iki 2000 m. sausio mėnesio dirbo chemijos gamykloje „Sintez“ cisternų valytoju. Po atleidimo iš chemijos gamyklos 2000 m. sausio mėnesį jis iki 2007 m. birželio mėnesio niekur nedirbo ir gyveno iš pensijos. Šiuo metu turimą pasą gavo 2003 metais Maskvos miesto Kuzminki rajono vidaus reikalų skyriuje ir nuo to laiko jo nebuvo pametęs ir kitiems asmenims nebuvo davęs. Jo teigimu kompanijos pavadinimas „FONTANA INVESTMENTS INKORPORAIDET MITED“ jam nieko nesako. Jis nėra šios kompanijos įgaliotas asmuo ir niekada juo nebuvo, šios kompanijos pavadinimą girdi pirmą kartą. Jis teigia neturi supratimo kaip tai galėjo įvykti. Vienintelis spėjimas, kad tai galėjo būti kai išgėrinėjo su įvairiais žmonėmis, jie galėjo paimti jo pasą ir padaryti kserokopiją, o vėliau pasą grąžinti. Kur ir kada tai galėjo įvykti jis negali pasakyti. Jis teigia nėra ir niekada nebuvo kokios nors kompanijos vadovu, steigėju ar akcininku. Bizniu niekada neužsiėmė, visa gyvenimą dirbo darbininku. Kompanijų RAB „SOLANŽ“, RAB SATURN-M“, RAB Maskvos komercinis bankas „DISKOUNT“, „ENNERDEIL INVESTMENTS LIMITED“, „INDEKO INŽINIRING LIMITED“ pavadinimai nieko nesako, nieko iš darbuotojų aš nepažįsta, teigia, kad niekada nei kaip fizinis asmuo, nei kaip juridinis asmuo jis neatidarinėjo sąskaitų Maskvos komerciniame banke „DISKOUNT“, jokių sandėrių su nieku nesudarinėjo, jokių sutarčių nepasirašinėjo, piliečių Lomajev Ruslan Vladimirovič, Dobyčina Valentina Vasiljevna, Vernovskij Aleksej Aleksejevič, Beginin Andrej Vladimirovič, Makarov Igor Analoljevič, Iljazov Iskander Sabitovič, Kezua Tengiz Appolonovič nepažįsta ir apie juos niekada negirdėjo. 2007-12-07 papildomos apklausos metu **Orechov Vladimir Matvejevič** teigė, kad kai ėmė jo parašo ir rašysenos pavyzdžius jis prisiminė, kad 2007 metų pradžioje, tačiau laiko ir datos tiksliai neatsimena, į jo mobilaus ryšio telefoną paskambino nepažįstamas vyras, pasivadinęs Michailu ir pasiūlė susitikti su juo, pasakęs, kad jam būtina parašyti kelis popierius. Jis pasiūlė 12 valandą susitikti prie metro sustojimo „Puškinskaja“ (Maskvos miestas) ir pasakė, kad stovės prie išėjimo iš metro, ir paprašė, kad apibūdintų save, kad

jis galėtų pažinti. Orechov V.M. teigia atvažiavęs į „Puškinskaja“ ir atsistojęs gatvėje prie įėjimo. Prastovėjo maždaug 2 minutes. Prie jo priėjo vyras ir paklausė ar jis ne Vladimir Orechov. Šis asmuo buvo apsirengęs tamsiu lietais, apsiavęs bateliais ar batais, vidutinio ūgio, vidutinio kūno sudėjimo, veido nepamena. Nežino, ar galėtų jį atpažinti. Jis pasisiūlė nusileisti į metro patalpą. Jie nusileido ir šis asmuo padavė maždaug 10 švairių lapų ir paaiškino, ką reikia ant jų parašyti. Jis pasakė, kad reikia surašyti penkis lapus savo parašų ir kituose lapuose parašyti savo pavardę, vardą ir tėvavardį. Po to jis nuėjo ir pasakė, kad grįš po valandos. Orechov V.M. atsisėdo ant suoliuko metro patalpoje ir pradėjo rašyti pagal jo nurodymus. Po valandos minėtas asmuo grįžo ir pasiėmė iš jo popierius. Daugiau aš to žmogaus nematė. Po mėnesio ar dviejų, tiksliai nebepamena, jam į mobilų telefoną kažkas paskambino ir paprašė atvažiuoti į restoraną „Makdonalds“, esantį Tverskaja gatvėje. Jis atvažiavo. Prie jo priėjo kažkoks vyras ir davė jam pasirašyti kažkokius popierius. Ar jie buvo užpildyti, jis nebepamena. Jam pasirašius, asmuo išėjo. Nežino, ar pažintų šį žmogų, teigia, kad tuo laiku smarkiai piktnaudžiavo alkoholiu ir konkrečiai labai neatsimena (43 t. 15-23 l.).

Teisinės pagalbos prašymu 2008-11-25 apklaustas liudytoju **Vernovskij Alksej Aleksejevič** teigė, kad nuo 2007 m. liepos 9 d. dirba namų statybos kombinate Nr. 1 hidroizoliacijos izoliuotioju. 2001 metais pradėjo dirbti kurjeriu RAB „Prestiž“ kuri užsiiminėjo juridinių asmenų registracija. Iki to laiko jis dirbo Savelovo turguje, pardavinėjo kompaktinius diskus. Įsidarbinti šioje RAB jam patarė teta Demitrova Natalija, kuri yra jo tėvo sesuo. Ji pasakė, kad šios RAB direktoriumi yra jos sūnaus, t.y. tai yra jo brolio Demitrovo Vlodo buvęs bendrakursis. Demitrovų šeima išvažiavo pastoviai gyventi į užsienį, tačiau kur nežino. Ji praktiškai su jais santykių nepalaikė. Ji atvažiavo į Novokuzneckij pereulok skersgatvį, namo Nr. 18 ar 17. tiksliai neatsimena, rūšio patalpose buvo RAB „Prestiž“ ofisas. Jis susitiko su direktoriumi, pakalbečiau su juo dėl įsidarbinimo ir jį priėmė į darbą. Direktorius pavardės neatsimena, vadino jį Artūru. Jis maždaug 22-23 metų amžiaus, pagal tautybę jis greičiausiai ne rusas, nes juodbrūvas, plaukai juodi. Į jo pareigas įėjo išvykimai pas notarų ir į mokesčių inspekciją. Kaip jis truputį suprato jo vardu pradėjo registruoti juridinius asmenis, kiek tiksliai firmų jo vardu registruota, jis tiksliai nežino - daugiau nei 300. Maždaug prieš pusmetį du tardytojai iš Vladimiro srities, kur pagal jų žodžius jo vardu buvo užregistruota 120 firmų. RAB „Prestiž“ direktorius įtikino jį, kad nieko neteisėto jo veiksmuose nėra, be to neblogai mokėjo, nors dažnai kiek žadėjo nemokėjo. Be jo tame RAB dirbo ir kiti kurjeriai, kurių vardu irgi registruodavo juridinius asmenis. Maždaug 2005 metais pas notarą. tiksliai nebepamena, rodos, Novokuzneckaja g. 64 ar 63 jis susitiko su trim vyrais ir viena moterimi. Vyrai ir moteris buvo stambaus kūno sudėjimo, amžius maždaug 35-40 metų. Pas notarą jį siuntė direktorius. Jis pasakė, kad ten jo reikia, viską duos ir pasakys ką reikia daryti. Ką jie sakė ir kokius dokumentus ten registravo, jis nebepamena, atsimena, kad jie buvo kompanijos „ENNERDEIL INVESTMENS LIMITED“ atstovai. Šią aplinkybę įsiminė todėl, kad jo direktorius sakė, kad ateityje jis gaus daug pinigų iš šios kompanijos ir kad pasisekė su šia kompanija. Po vizito pas notarą šie žmonės paėmė jo mobilaus telefono numerį, pasakė, kad jeigu jiems bus reikalingas, tai jie paskambins. Vėliau jis važiavo į Mokesčių inspekciją Nr. 46 ir pridavė šios kompanijos dokumentus, kokie tai dokumentai jis nebepprisimena. Maždaug po dviejų metų jam kaimynė pasakė, kad pas jį į namus buvo atvažiavę kažkokie žmonės ir pasakė, kad dėl darbo. Jie paliko rastelį su telefono numeriu. Tuo metu jis jau nebedirbo RAB „Prestiž“, kadangi ten pasikeitė direktorius ir po pusės metų firma nutraukė gyvavimą. Jis teigia paskambinęs paliktuojų numeriu ir jam pasakė, kad būtina susitikti, pažadėjo sumokėti 300 JAV dolerių. Jie susitarė ir susitiko šalia metro stoties, tiksliai nepamena prie kokios. Jį pasitiko du vyrai: vienas iš jų buvo tas, kurį jis anksčiau matė pas notarą. Kitas vyras buvo liesas, smarkiai praplikęs, panašus žydą. Praktiškai vienu metu prie jos priėjo kaip jis paskui sužinojo. Beginin Andrej. Kaip jis suprato, jis buvo pagal įgaliojimą kompanijos įgaliotinis, tačiau jis nesuprato ką tai reiškė, Galvojo, kad esant būtinumui jis privalo vykdyti kokius nors pavedimus šiai kompanijai. Taip pat suprato, kad Beginin yra kompanijos „INDEKO INŽINIRING LIMITED“ įgaliotinis. Po susitikimo juos nuvežė kažkur į ofisą, kur laukė notaro. Išsėdėjo iki pietų, nuo 9 val. maždaug iki 2 ar 3 valandų. Atvažiavo notarė - moteris su savo padėjėju, kaip suprato padėjėjas

tuo jos vyras ir jie atvažiavo iš savo vilos. Jis su Begininu pasirašinėjo kažkokius dokumentus. Notaras juos tvirtino, sumokėjo po 400 JAV dolerių, po to juos nuvedė į valgyklą, kuri buvo tame pačiame pastate, ten jie su Begininu pavalgė ir toliau juos nežinomu keliu atvežė į tą pačią metro stotį. Kalbant su šiais vyrais jie sake, kad galimai reikės važiuoti į Angliją kompanijos reikalais, susijusiais su teismo procesu Anglijoje. Tarp savęs vyrai bendravo slaptai nuo jų, nuošaliau šnibždėjosi, rašė kažką ant popieriaus lapelių, t.y. slėpė savo pokalbių turinį. Po kurio laiko paskambino į mobilų telefoną ir jis susitiko su nauju vyru, kuris prisistatė advokatų kontoros advokatu Viktoru Aleksejevičiumi, pavardės nebepamena. Vėliau su šiuo advokatu visada susitikinėjo šalia metro stoties „Taganskaja“, priešais „Makdonaldą“, kur ten taip pat atvažiuodavo Beginin Andrej. Visi kartu nekartą, maždaug 5 kartus važiavo į banką „DISKONT“, kur trečiame aukšte iš kairės yra apsauga, tiesiai yra durys, prie kurių iš kairės stovėjo stalai. Prie šių stalų paprastai pildydavome reikiamus dokumentus, kuriuos toliau perduodavo moteriai, ateinančiai per nurodytas duris. Kokius dokumentus pildė jis nežino, tai darė pagal advokato nurodymą. Vieną kartą jie su Begininu atvažiavo į banką dviese, prieš tai susitikę su advokatu, kuris jiems perdavė kažkokius dokumentus. Šiuos popierius jie nuvežė į banką ir perdavinėjo praktiškai vienai ir tai pačiai moteriai, jeigu jos nebuvo toje vietoje, tai popierius priimdavo kita moteris. Paprastai susitikimas su ja trukdavo dvi minutes, Advokato bendravimas su šia moterimi greičiausiai buvo kaip eilinio kliento, negu gero pažįstamo. Šios moters pavardės ir vardo neatsimena. Į Tardymo komitetą prie RF VRM jis maždaug tris kartus buvo atvykęs su vyru vardu Oleg. Du kartus buvo atvažiavęs kartu su Begininu Andrejumi, trečią kartą buvo dar vienas pažįstamas vyras. Ėjo pas tardytoją į kabinetą, Gazetnyj pereulok skersgatvyje, namo Nr. 4, kabinetas gale koridoriaus, numerio neatsimena. Jame stovėjo keli stalai. Pavardę Solianov jis atsimena, atrodo, ši pavardė tardytojo pas kurį jis atvažiuodavo. tačiau gali būti, kad vieną kartą buvo kitas tardytojas - ne Solianov. Vieną kartą, prieš atėjimą pas tardytoją jie susitiko prie „Makdonaldo“, Gazetnyj skersgatvio ir Tverskaja gatvės sankryžoje, po to užėjo į Makdonaldą, kur Oleg perdavė jiems su Begininu ir kitu vyru popieriaus lapelius, ant kurių jau buvo surašyti tardytojo klausimai ir jų atsakymai į tuos klausimus. Oleg pasakė, kad jie praktiškai išmoktų juos atmintinai. Vėliau jie po vieną su Olegu vaikščiojo pas tardytoją, kuris, jau praktiškai turėdavo parengtą apklausos protokolą su tais pačiais klausimais ir atsakymais, kuriuos jiems davė Oleg, jis susipažino su protokolu ir pasirašė. Viename protokole buvo nurodyta, kad jis yra kompanijos „ENNERDEIL INVESTMENS LIMITED“ atstovas ir užsiiminėja šios kompanijos komercine veikla. Kitą kartą jie atvažiavo pas tardytoją su Olegu ir Beginimu ir rašė parašų ir rašysenos pavyzdžius, trečią kartą jis atvažiavo vienas kartu su Olegu, dėl ko, tiksliai nebepamena. tačiau atsimena, kad Oleg kitą dieną atvažiavo vėl pas tardytoją, tik šį kartą su Begininu. Olego ir tardytojo susitikimo metu iš jų poelgio buvo matoma, kad juos sieja kažkas daugiau negu paprastas šaukimas tardymo veiksmų atlikimui. Vieną kartą pasakė jam išeiti iš kabineto, kad jis galėtų vienas pabendrauti su tardytoju. Jis patikslino, kad kad raštelyje, kurį jam perdavė kaimynė, be telefono numerio buvo nurodytas Olego vardas. Su juo susiskambino, taip pat jis dalyvavo kada jie važiavome į ofisą, kur buvo atvykęs notaras. Į banką važiuodavau su advokatu, o į Tardymo komitetą su Olegu. Kiekvieną kartą, kai važiuodavo į banką, prieš tai jis skambindavo Olegui ir šį klausimą derino su juo. Po važiavimo jis susitikdavo su Olegu ir jis jam apmokėdavo važiavimą, tai yra, visus jo veiksmus koordinavo Oleg. Kuo iš tiesų buvo Oleg, jis nežino. Mano, kad jis buvo juristas, visi finansiniai reikalai buvo sprendžiami tik su juo. Penkis kartus jis į teismą važiavo su advokatu. Vieną iš tų kartų su Begininu. Jų užduotimi buvo arba priduoti kokius nors dokumentus arba teisme stoti prieš teisėją su iš anksto advokato paruoštu tekstu. Kaip suprato iš advokato žodžių ir perskaitytų dokumentų į teismą važiavo tam, kad gražintų kažkokius pinigus susijusius su banko „Discont“ bankrotu. Su advokatu įprastai susiskambindavo ir susitikdavo prie metro stoties, nei advokato nei Olego telefonų numerių neišsaugojo. Paskutinį kartą susiskambino ir susitiko 2008 metų rugsėjo mėnesį, paskutiniuose susitikimuose Oleg jį įspėjo, kad už „Saviveiklą“ jis atsidursiu po žeme, o jo sūnus nebeturės tėvo. Už Rusijos Federacijos ribų išvykęs nebuvo. Firmos RAB „Solanzh“. RAB „Saturn-M“ jam yra žinomos iš advokato žodžių arba iš dopokumentų, kuriuos jis privalėjo skaityti teisme, tačiau nei vienos iš šių firmų jis nežino, su jomis nekontaktavo. Asmenų Kezuja Tengiz Appolonovič.

Dobyčina Valentina Vasiljevna, Orechov Vladimir Matvejevič, Ruslan Vladimitovič nepažįsta, šių vardų niekada negirdėjo ir apie juos jis nežino. Jis teigia faktiškai galimai būti informintas aukščiau nurodytos kompanijos įgaliotiniu, tačiau jokių sutarčių jis nesudarinėjo finansine-ūkine veikla neužsiiminėjęs, išskyrus tai, kad jis pasirašė dokumentus dėl sąskaitų atidarymo banke „Diskont“ aukščiau nurodytomis aplinkybėmis (43 t. 24-33 l.).

Teisinės pagalbos prašymu 2007-04-18 apklaustas liudytoju **Dudorova Tatjana Antonovna** teigė, kad nuo 2006 m. yra firmos Logotreck Products Inc. direktorė. Su šia firma sudarė sutartį, kurioje nustatytos jos teisės ir pareigos. Jos vardu ji gali sudaryti ir pasirašyti dokumentus, liudijančius apie ofiso technikos bei kompiuterių pardavimą. Šios užsienio kompanijos juridinis adresas: Britų Virginijos salos, Roud, Taun, Tortola, 334. Tiksliai nepamena, atrodo, 2006 m. pradžioje ieškojo darbo per įvairias agentūras ir Tulos srityje ir Maskvos m., jai pasiūlė tapti užsienio kompanijos direktore. Kas konkrečiai pasiūlė jai darbą, nepamena, nes praėjo daugiau kaip metai. Kaip jai buvo paaiškinta, ši kompanija yra didelė, jai reikalingi atstovai Rusijos teritorijoje sutarčių sudarymui ir pasirašymui. Jos darbas buvo apmokamas už kontrakto užsienio kompanijos produkcijos tiekimo sudarymo rezultatus, pinigai buvo perduodami per kurjerį. Mano, kad firma Logotreck Products Inc. žinojo apie atliktą jos darbą pagal įvykdyto sandorio rezultatus su užsienio kompanijos atstovu. Sandorius sudarydavo su piliečiu Orechovu Vladimiru. Teigia anksčiau turėjusi ryšį su Logotreck Products Inc. Po to kai iš jos pavogė mobilų telefoną, susisiekti su šia kompanija negali iki šiol. Telefono numeris buvo jos, bet ji jo neprisimena. Dažniausiai skambindavo jai. Kokia telefonų kompanija aptarnavo ją ir kieno buvo užregistruotas telefono numeris, nepamena, darbo sutarties negavo. Išvykusi už Rusijos Federacijos teritorijos ribų, nebuvo Užsienio paso neturi. Banko MKB „Diskont“ (OOO) pavadinimas jai nieko nesako, jo darbuotojai nežino. Organizacijos OOO „Solanz“, OOO „Saturn-M“, „Ennerdeil Investmens Limited“, „Indeko Engineering Limited“, pavadinimai nežinomi. Žinoma tik „Fontana Invest Inc. Limited“ teigia, kad šios kompanijos direktorius yra Orechov Vladimir. Santykiai su juo dalykiniai. Dažniausiai Orechov siūlydavo jai sudaryti sandorį produkcijos tiekimui. Prekių pavadinimai buvo tokie. Kompiuterinė ir ofisų technika. Orechov atnešdavo jau surašytas sutartis dėl tiekimo, jį pasirašydavo dokumentus. Ji teigia dokumentus pasirašydavo Maskvoje įvairiose vietose. Maskvą atvykdavo autobusu susitikti su Orechovu ir dokumentus pasirašyti 6-7 kartus. Orechovą ją pasitikdavo. Ji jam skambindavo telefonu, kurį turėjo. Orechovo telefono numerį taip pat neprisimena. Dokumentai liko pas Orechovą. Į klausimą ar parašė kompetentingiems organams pareiškimą, kuriame parašyta, kad kompanijos Logotreck Products Inc. vardu visus kontraktus ir sąskaitas faktūras, pateiktas Ūkio bankui pasirašė asmeniškai ar jos pavaduotojas prašymu ir pavedimu ir kurį 2007 m. kovo 5 d. Ratiani Nikolaj Viktorovič, einantis Maskvos m. notarės Valentinos Šotajevnos pareigas, patvirtino, paaiškino, kad ji parašė tokį raštą. Savo pavaduotojo pavardės nežino. Teigė, kad kaip jai pasakė kurjeris, kuris atvežė darbo sutartį pasirašyti, turės dar ir pavaduotoją. Savo iniciatyva pas Ratiani N.V., t. y. notarės Ratiani V.Š. pareigas, ji parašė pareiškimą ir jį patvirtino. Ji teigia nusprendusi apsitrausti, kad nebūtų jokių kieno nors niuansų. Į klausimą kaip gali paaiškinti, už ką laikotarpiu nuo 2006-06-30 iki 2006-08-29 buvo atlikti dideli mokėjimai trijų nurodytų aukščiau užsienio kompanijų naudai pagal sandorius su OOO „Saturn-M“, OOO „Solanz“ bendrai sumai daugiau kaip 41 mlrd, rublių, o kompanija „FONTANA INVEST INC. LIMITED“ atliko 34 mokėjimus ir pervedė pinigus Logotreck Products Inc bendrai sumai apie 42 milijonų dolerių nieko nepaaiškino. Kur toliau buvo pervedami pinigai, gauti iš kompanijos „FONTANA INVEST INC. LIMITED“, į kieno atsiskaitomas sąskaitas ir kokiose bankuose, kokie sutartiniai santykiai tarp kompanijos Logotreck Products Inc ir užsienio partnerių, kaip jie klostėsi, kaip buvo atsiskaitoma, kokia apimtimi liudytoja teigė, kad jai sunku atsakyti į šį klausimą, nes asmeniškai jokių sutartinių santykių su kompanijos Logotreck Products Inc kontragentais neturėjo. tikriausiai, šiuo užsiimdavo kiti šios kompanijos atstovai (43 t. 34-41 l.).

Teisinės pagalbos prašymu 2007-04-26 apklaustas liudytoju **Demjanov Jevgenij Gennadjevič** teigė, kad nuo 2006 m. yra firmos Advanta Corporation įgaliotinis. Juridinis adresas: Nevis, Oun, 556. Si firma išdavė jam įgaliojimą. Pagal šį įgaliojimą jis gali sudaryti sutartis vaizdo technikos tiekimui bei derėtis. Šios firmos kurjeris skambino jam ir atveždavo pinigus už atliktą

darbą. Skambino jam į namų telefoną ir taip palaikydavo ryšį. Jis pats su šios firmos darbuotojais nesusisiekdavau. Už Rusijos Federacijos teritorijos ribų buvo išvykęs tik atostogauti, su reikalais ne. Bankas „Diskont“ jam yra žinomas todėl, kad buvo atidaryta kompanijos „Ennerdeil Investments Limited“ sąskaita. Šios kompanijos direktoriumi buvo toks Vernovskij Aleksej. Daugiau nieko apie banką „Diskont“ paaiškinti negali. Iš organizacijų OOO „Solanz“, OOO „Saturn-M“, „Ennerdeil Investmens Limited“, „Indeko Engineering Limited“, „Fontana Invest Inc. Limited“ jam žinoma tik kompanija Ennerdeil Investmens Limited ir jos direktorius - Vernovskij Aleksej. Jo teigimu Vernovskij atnešdavo jam jau parengtas sutartis pasirašymui. dažniausiai susitikdavo kavinėse. Kiek prisimena, dokumentus pasirašydavo ten pat. Vernovskij jam skambindavo į namų telefoną. Savo sutarčių egzempliorių neišsaugojo. Teigia, kad pareiškimą kompetentingiems organams parašė jis. Jis šios kompanijos vardu pasirašė kontraktus ir sąskaitas faktūras, pateiktas Ūkio bankui. Be to, jo nurodymu, pasirašydavo jo pavaduotojas, kurio pavardės neprisimena. Jis turėjo savo darbo kryptį. Tiksliai neprisimena ar jis turėjo jo įgaliojimą. Teigia savo iniciatyva pas l.e. Ratini V.S pareigas notarą Ratini N.V. jis parašė paminėtą pareiškimą, kurį notaras patvirtino. Norėjo paliudyti savo ketinimus, patvirtinus tai oficialiai. Į klausimą ką gali paaiškinti apie tai, kad laikotarpiu nuo 2006-06-30 iki 2006-08-29 buvo atlikti dideli mokėjimai trijų paminėtų užsienio kompanijų naudai pagal sandorius su OOO „Saturn-M“ ir OOO „Solanz“ bendrai sumai daugiau kaip 41 mlrd. rub. sumai, o kompanija „Ennerdeil Investmens Limited“ atliko 33 mokėjimus ir pinigai buvo pervesti Advanta Corporation bendrai sumai apie 45 mln. dolerių nieko nepaaiškino. Į klausimą kur toliau buvo pervedami pinigai, gauti iš kompanijos „Ennerdeil Investmens Limited“, į kieno atsiskaitomas sąskaitas ir kokiose bankuose, kokie sutartiniai santykiai buvo tarp kompanijos Advanta Corporation ir užsienio partnerių, kaip jie klostėsi, kaip buvo atsiskaitoma, kokia apimtimi atsakė, kad kiek jam žinoma, kompanija sudarydavo sutartis tele ir vaizdo technikos tiekimui su užsienio kontrahentais, kurių pavadinimus teisingai išarti jam sunku. Kontraktai buvo sudaromi kompanijos Advanta Corporation, o su užsienio tiekėjais jis nedirbo (43 t. 42-47 l.).

Teisinės pagalbos prašymu gautas tardymo komiteto prie RF VRM tardytojo A.V.Bakulin 2008-01-24 raportas, kuriame teigiama, kad jis 2008 m. sausio 24 d. atliko patikrinimą liudytojo užsienio tirmos „INDEKO INŽINIRING LIMITED“ įgaliotinio Beginino Andrejaus Vladimirovičiaus, gimusio 1973 metais gyvenamojoje vietoje Maskvos m. Čertanovskaja 53 korpusas 2. butas 40. Šio adreso patikrinimo metu nustatyta, kad Beginin čia registruotas nuo 1989 metų. Viename šio buto kambaryje gyvena Beginino vyresnysis brolis Beginin Igor Vladimirovič, su žmona. Patikrinimo metu jo namuose nebuvo. Šiuo adresu buvo A.V.Beginino pusbrolis Malyškin Dmitrij Pavlovič, kuris laikinai gyvena Beginino kambaryje. Apklauskos ir tolesnio pokalbio metu D.P. Malyškin parodė, kad A.V.Beginin jau daugiau nei trys mėnesiai nesirodo šioje prisiregistravimo vietoje. Šiuo metu jis gyvena Maskvos srities Klino mieste. Gyvena su sugyventine. kažkokia vietine moterimi Jo adreso Klino mieste jis nežinąs. Jokių ryšių su A.V.Begininu nepalaiko. Taip pat Malyškin parodė, kad A.V.Beginin su tikroju broliu jau keletą metų nepalaiko jokių santykių ir mažai tikėtina, kad iš jo tikrojo brolio galima būtų gauti kokią nors reikšmingą informaciją apie A.V.Begininą. Taip pat apklauskos metu D.P.Malyškin parodė, kad jo santykiai su A.V.Begininu per ilgus metus yra geri. Ir jeigu A.V.Beginin užsiimtų kokia nors komercine veikla 2006-2007 metais, jis būtinai apie lai žinotų. Kaip parodė Malyškin, A.V.Beginin niekad neturėjo didelių pinigų. Visus paskutinius metus gaudavo nedidelius uždarbius, dirbdamas apsaugininku įvairiose firmose. Pagal D.P.Malyškino žodžius A.V.Beginino buitinės sąlygos žemiau vidutinio lygio. Remiantis aukščiau nurodytu, nebuvo įmanoma A.V.Beginino apklausa (73 t. 48-49 l.).

Rusijos Federacijos Generalinės prokuratūros 2009-03-04 daliniu atsakymu Nr. 82/1-1038-08 į 2007-10-15 teisinės pagalbos prašymą gauti Gauk Irinos Pavlovnos mirties 2008-10-26 faktą patvirtinantys dokumentai (51 t. 84-85 l.).

Rusijos Federacijos Generalinės prokuratūros 2009-04-14 daliniu atsakymu Nr. 82/1-1038-08 į 2007-10-15 teisinės pagalbos prašymą atsiųsta liudytojos **Balskajos Dianos Valentinovnos** 2009-03-05 apklausa, kurioje ji nurodė, kad dabartiniu adresu ji gyvena apie 5 metus, su kaimynais iš 35 buto (Razdjakonov S.V. registracijos adresas) ji nebendrauja ir nepažįsta, kur šiuo metu yra

Razdyakonov S.V. nežino (51 t. 170-176 l.). 2009-03-05 apklausta liudytoja Sidarenko Tamar Vasiljeva teigė, kad paskutinį kartą savo kaimyną iš 35 buto matė prie 5 metus, kur šiuo metu yra S. asmuo nežino (51 t. 177-183 l.), kartu pateikta pažyma, kad adresu Suvorovo g. 19-35, Koroliovo m. buvo nuvykta kelis kartus, tačiau Razdyakonovo S.V. nerasta (51 t. 186, 188 l.).

2008-05-30 Lietuvos Respublikos generalinė prokuratūra lydraščiu Nr. 14.2-1925(14.5-13) išsiuntė Rusijos Federacijos Generaliniam prokurorui 2008-04-18 TPP Rusijos Federacijos teisėsaugos institucijoms, kuriame prašoma apklausti AB Ūkio bankas klientų Belotract Global Inc. Advanta Corporation, Korofalt Ventures Ltd. anketose nurodytus naudos gavėjus (52 t. 111-117 l.).

Rusijos Federacijos Generalinės prokuratūros 2009-04-17 daliniu atsakymu Nr. 82/1-1124-08 į 2008-04-18 teisinės pagalbos prašymą, gautos Belotract Global inc. AB Ūkio banko kliento anketoje nurodyto naudos gavėjo Spodobin Anatolij kaimynų apklausos, kuriose jie teigia, kad nematė nuo 2008 metų vasaros (51 t. 144-151 l.), anketoje nurodytas jo kontaktinis telefonas registruotas Ačojan Suren Vardovič vardu, tačiau jis nurodytu adresu negyvena (51 t. 154 l.) irrašytas į įskaitą kaip valkataujantis (51 t. 162 l.).

Rusijos Federacijos Generalinės prokuratūros 2009-05-18 daliniu atsakymu Nr. 82/1-1124-08 į 2008-04-18 teisinės pagalbos prašymą, gauti duomenys apie tai, kad 2004-12-09 teismo sprendimu Bukalov Aleksandr Venjaminovič pripažintas dingusiu be žinios, jį paskutinį kartą matė 2003 metų žiemą (52 t. 130-138 l.).

Rusijos Federacijos Generalinės prokuratūros 2009-05-26 daliniu atsakymu Nr. 82/1-1124-08 į 2008-04-18 teisinės pagalbos prašymą, gauta Petrov Aleksandr Aleksejevič 2009-04-26 apklausa, kurioje jis teigia, kad kompanijos „Korofalt Ventures Ltd“, banko AB Ūkio banko pavadinimai jam nežinomi, kas naudojasi telefonu Nr. 8 495 7841228 nežino (52 t. 148-153 l.).

Rusijos Federacijos Generalinės prokuratūros 2009-09-09 atsakymu Nr. 82/1-1124-08 į 2008-04-18 teisinės pagalbos prašymą, gauti duomenys, kad asmuo, kuris naudojasis telefonu Nr. 926 4593358 apie kompaniją Belotract Global Inc nieko nežino (54 t. 137-151 l.).

Rusijos Federacijos Generalinės prokuratūros 2010-02-09 atsakymu Nr. 82/1-1124-08 į 2008-04-18 teisinės pagalbos prašymą, gauti duomenys, kad telefono numeriais 926-366-91-7926-532-85-65 naudojasi asmenys, nesusiję su AB Ūkio banko anketose nurodytomis kompanijomis (55 t. 97 – 156 l.).

2008-09-04 Lietuvos Respublikos generalinė prokuratūra lydraščiu Nr. 14.2-3180(14.5-23) išsiuntė Rusijos Federacijos Generaliniam prokurorui 2008-07-02 Teisinės pagalbos prašymą Nr. 2/701 Rusijos Federacijos teisėsaugos institucijoms, kuriame prašoma duomenų apie Great Alliance Consultants Limited, Korofalt Ventures Ltd., Logotreck Products Inc., Belotract Global Inc., Advanta Corporation, Annava Limited, Moduls Business Inc., Buron Capital Corp., Westline Associates Limited, Machinery Trade S.A., Morrison Agency Ltd., Vectrus Commerce Ltd., Mita Group Ltd. bei apklausti liudytojus. (54 t. 16-33 l.).

Rusijos Federacijos Generalinės prokuratūros 2009-11-26 atsakymu Nr. 82/1-1663-08 į 2008-07-02 teisinės pagalbos prašymą gauti duomenys, kad Annava Limited ir Advanta Corporation, Morrison Agency Ltd, Great Alliance Consultants limited, Logotreck Products Inc. Moduls Business Inc., Vectrus Commerce Ltd, Westline Associates limited Federalinės mokesčių tarnybos Maskvos mokesčių inspekcijoje neregistruotos. Maskvoje, Birusinka 6, korpusas 1 Annava limited patalpų nenuomojo, Advanta corporation AB Ūkio banko anketoje nurodyto pastatų Maskva, Korolenko 14 nėra. Kompanijos Korofalt Ventures Ltd, Belotract Global Inc., Machinery Trade S.A., Mita Group Ltd Maskvoje T.Ševčenko 23a nei anksčiau nei dabar patalpų nenuomojo. Federalinės mokesčių tarnybos Maskvos mokesčių inspekcijoje Nr. 47 neregistruotos. Kompanija Morrison Agency Ltd adresu Maskva, Sivaškaja 9-76, Great Alliance consultants limited adresu Maskva, Jaroslavskaja 8-3, Logotreck Products Inc. adresu Maskva, Daev skersgatvis 20, Moduls Business Inc. adresu Maskva, Volgogrado pr. n. 113, korp.1, b. 62, Vectrus Commerce Ltd. adresu Maskva, Volgogrado pr. 113, korp. 1, b. 90, Westline Associates Limited adresu Maskva, Koževničeskaja g. n. 16, past. 4 patalpų nenuomojo (54 t. 153 – 55 t. 95 l.)

Rusijos Federacijos Generalinės prokuratūros 2010-02-09 atsakymu Nr. 82/1-1663-08 į 2008-07-02 teisinės pagalbos prašymą gauti duomenys, kad Buron Capital Corp. Federalinė

mokesčių tarnybos Maskvos mokesčių inspekcijoje neregistruota, adresu Novoslobodskaja g. 24, Maskva patalpų nenuomojo (55 t. 157-161 l.).

2009-05-05 Lietuvos Respublikos generalinė prokuratūra lydraščiu Nr. 14.2-8050(14.5-112/09) išsiuntė Rusijos Federacijos Generaliniam prokurorui 2009-03-25 Teisinės pagalbos prašymą Nr. 4-2/9-302 Rusijos Federacijos teisėsaugos institucijoms, kuriame prašoma apklausti kompanijų Korofalt Ventures Ltd, Belotract Global inc., Vectrus commerce Ltd. naujai paskirtus atstovus Alexey Kakovkin, Sergey Komnatnyj, Sergej Razdiakonov (54 t. 37-52 l.).

Teisinės pagalbos prašymu 2008-12-15 apklaustas liudytoju **Kakovkin Aleksej Aleksandrovič** teigė, kad nuo 2007 m. spalio mėn. dirba kompanijos Korofalt Ventures Ltd įgaliotiniu. Firmos „Ennerdeil Investments Limited“, „Indeco Engineering Limited“, „Fontana Invest Inc. Limited“, OOO MKB „Diskont“, OOO „Solanz“ ir OOO „Saturn-M“ jam nežinomos. Asmenų Vernovskij Aleksėj Aleksejevič, Dobyčina Valentina Vasilkevna, Beginin Andrėj Vladimirovič, Orechov Vladimir Matvejevič, Lomajev Ruslan Vladimirovič, Gauk Irina Pavlovna nepažįsta ir jų nežino. Į klausimą kur, kas ir kada pasiūlė tapti kompanijos „Korofalt Ventures LTD“ įgaliotiniu atsakyti atsisakė. Jokių sutarčių nepasirašė, sąskaitų bankuose neatidarinėjo. Kompanijos antspaudo, PIN ir TAN kodų neturi. Už Rusijos Federacijos ribų niekada nebuvo išvykęs, Lietuvos Respublikoje nėra buvęs. Kokiu pagrindu kompanija „Fontana Invest Inc. Limited“ 2006-08-28 ir 2006-08-30 pervedė į kompanijos „Korofalt Ventures LTD“ sąskaitą atitinkamai 1 420 000 JAV dolerių ir 3 650 000 JAV dolerių jis teigia nežinąs, nes įgaliotiniu tapo vėliau. Kompanijos „Korofalt Ventures LLD“ sąskaitos buvo atidarytos Ūkio banke Kaune, kas tvarkė atidarymą nežino. Į klausimą ar gavo atlyginimą už savo veiklą ir iš ko atsakyti atsisakė (84 t. 91-96 l.).

Teisinės pagalbos prašymu 2008-12-26 apklaustas liudytoju **Komnatnyj Sergei Viačeslavovič** teigė, kad šiuo metu dirba kompanijos įgaliotiniu „Belotract Global Inc“ direktoriumi. Į klausimą kas jį paskyrė, kur ir kokiomis aplinkybėmis atsakyti atsisakė. Šiuo metu jis tik išrašo įgaliojimus atstovauti kompanijos interesams įvairiose įstaigose. Kompanijos antspaudo, PIN ir TAN kodų neturi. Į klausimą ar gavo atlyginimą už savo veiklą ir iš ko atsakyti atsisakė. Teigė, kad šiuo metu kompanija jokios komercinės veiklos nevykdo, ofisų, transporto priemonių, sandėlių neturi, visa veikla nukreipta į sąskaitų išblokavimą banke. Lietuvos Respublikoje nėra buvęs. 2008 m. vasarą pastebėjo, kad pametė savo asmens pasą, dėl to gavo naują. Firmos „Ennerdeil Investments Limited“, „Indeco Engineering Limited“, „Fontaną Invest Ins.Limited“, OOO MKB „Diskont“, OOO „Solanz“ ir OOO „Saturn-M“ jam nežinomos, teigia jokių kontaktų su šiuo firmų atstovais neturėjo ir neturi šiuo metu, su jais nepažįstamas. Jokių dokumentų, patvirtinančių verslo santykius su kompanija „Fontaną Invest Inc. Limited“, neturi, jam niekas jų neperdavė. Asmenų Vernovskij Aleksėj Aleksejevič, Dobyčina Valentina Vasilkevna, Beginin Andrėj Vladimirovič, Orechov Vladimir Matvejevič, Lomajev Ruslan Vladimirovič, Kosulnikova Julija Vladimirovna nepažįsta ir jų nežino. Kokiu pagrindu kompanija „Fontaną Invest Ins.Limited“ 2006-08-28 ir 2006-08-30 pervedė į kompanijos „Belotract Global Inc“ sąskaitą atitinkamai 1 328 769 USD ir 3 700 000 USD nežino (54 t. 98-104 l.).

Teisinės pagalbos prašymu gautos kad **Razdiakonovo S.V.** kaimynų apklausos, kurie teigė, kad Koroliovo m. Suvorovo g. 19-35 niekas negyvena ir nepasirodo, paskutinį kartą matė prieš 3 metus. (54 t. 117-129 l.).

2009-12-08 Lietuvos Respublikos generalinė prokuratūra lydraščiu Nr. 17.2-21516(14.5-324/09) išsiuntė Rusijos Federacijos Generaliniam prokurorui 2008-10-28 teisinės pagalbos prašymą Nr. 4-2/9-1127 Rusijos Federacijos teisėsaugos institucijoms, kuriame prašoma papildomai apklausti **Dudorovą Tatjaną Antonovną** bei patikrinti jos teiginius dėl jai daryto spaudimo duodant poarodymus (56 t. 32 - 53 l.).

Rusijos Federacijos Generalinės prokuratūros 2010-08-06 atsakymu Nr. 82/1-5192-09 į 2009-10-28 teisinės pagalbos prašymą Nr. 4-2/9-1127, pateikiama informacija, kad **Dudorovos Tatjanos Antonovnos** jos anksčiau nurodytais adresais Novomoskovsk, ul. Projezd Mendelejeva d. 5 kv. 4 bei Novomoskovsk, ul. Generala Belova d. 17 „a“ kv. 83 rasti nepavyko. kaimynai informavo, kad jos keletą mėnesių nematė, kur gali gyventi – nežino (56 t. 8 -12 l.)

Rusijos Federacijos Generalinės prokuratūros 2010-08-04 daliniu atsakymu Nr. 82/1-519/09 į 2009-10-28 teisinės pagalbos prašymą Nr. 4-2/9-1127, gautas atsakymas, kuriuo pateikiama Dudorovos T.A. apklausa vykdytųjų pareigūnų apklausos, taip pat informuojama, kad Dudorovos T.A. prokuratūra pareiškimų ir skundų dėl teisėsaugos institucijų pareigūnų taikymo spaudimo negavo (56 t. 17-29 l.).

Rusijos Federacijos Generalinės prokuratūros 2009-09-09 atsakymu Nr. 82/1-2198-09/2009-03-25 teisinės pagalbos prašymą, gautas **2009-07-04 nutarimas** baudžiamojoje byloje Nr. 248089 **dėl parengtinio tardymo sustabdymo** ryšium su asmens, trauktino kaltinamuoju, nenustatymo, kuriame teigiama, kad 2009 m. kovo 08 d. parengtinis tardymas šioje baudžiamojoje byloje sustabdytas pagal Rusijos Federacijos BPK 208 str. 1 d. p. l. 2009 m. birželio 03 d. nutarimą dėl parengtinio tardymo sustabdymo panaikintas, parengtinis tardymas atnaujintas, nustatyti papildomo tardymo terminas iki 1 mėnesio po to, kai tardytojas gaus baudžiamąją bylą. Baudžiamosios bylos iškėlimo motyvas ir pagrindas - patikrinimo, atlikto Rusijos VRM Ekonominio saugumo departamentu pareigūnais pagal OOO MKB „Diskont“ veiklos faktą pervedant didelę lėšas rubliais bei užsienio valiuta už Rusijos Federacijos ribų, medžiaga. Tardymas nustatė, kad 2006 m. rugpjūčio 29 d. iš daugiau kaip 25 Maskvos m. banko sąskaitų į OOO MKB „Diskont“ korespondentinę sąskaitą Nr 30101810500000000908 Rusijos Banko Moskovskij VTV skyriuje buvo gauta apie 1,592 mlrd. rublių dviejų organizacijų adresu - OOO „Solanz“ ir OOO „Saturn-M“. Šios organizacijos įsteigtos nenustatytais asmenimis siekiant nuslėpti neteisėtą veiklą vykdančius stambius mokėjimus trijų užsienio kompanijų - „Ennerdeil Investments Limited“, „Inde Engineering Limited“ ir „Fontana Invest Ins. Limited“ naudai fiktyviuose sandėriuose, susijusiuose su pirkimu iš jų - OOO „Solanz“ ir OOO „Saturn-M“ įvairių pramonės prekių Rusijos Federacijos teritorijoje. Per 2006 m. rugpjūčio 29 d. bankas „Diskont“ išsiuntė Rusijos bankui pavedimų nurašymui iš savo sąskaitos 1,498 mlrd. rublių į trečių asmenų sąskaitas. Šie nurašymai buvo vykdomi dviejų tipų operacijomis: pats bankas keitė turimus jo negrynus rublius į negryną užsienio valiutą sumai 1157,7 mln. rub. ir negrynuosius pervedimus kliento pavedimu į įvairių firmų organizacijų sąskaitas kituose bankuose sumai 340 mln. rub. Pavedimų pagal banko nuosavą konversines operacijas dalis buvo įvykdyta „MDM-banke“ sumai apie 256,87 mln. rublių (32,1 mln. JAV dolerių pirkimas) bei „Metallinvestbanke“ sumai apie 300,79 mln. JAV dolerių (10,1 mln. JAV dolerių ir 0,8625 mln.eurų pirkimas). Ankščiau per darbo dieną lėšos, įplaukusios į firmų OOO „Solanz“ ir OOO „Saturn-M“ sąskaitas, buvo operatyviai pervedamos vidiniais banko pavedimais į trijų paminėtų organizacijų - nerezidentų sąskaitas. Tuo metu bankas paprasčiausiai konvertavo rublines lėšas į užsienio valiutą ir po to siųsdavo jas firmų - nerezidentų pavedimu užsienį per Austrijos banką „Raiffeisen Zentralbank Osterreich AG“. Bet 2006 m. rugpjūčio 29 d. tokių pervedimų nebuvo. Nors tuo pačiu laiku konversinės operacijos, kaip ir pervedimai, korespondentinės valiutinės banko „Diskont“ sąskaitos už Rusijos Federacijos teritorijos ribas treptiems asmenims buvo atliktos. Nepaisant to banko „Diskont“ vidaus apskaitoje jokios iš nurodytų operacijų pagal jo korespondentinę sąskaitą „Raiffeisen Zentralbank Osterreich AG“ neparodyta. Dienos apyvartos pavaizduotos kaip nulinės. Dokumentais apie konversinių sandėrių sudarymą ir vykdymą banke „Diskont“ neegzistuoja. Bet „MDM-bank“ ir „Metallinvestbank“ patvirtina sandėrių ir lėšų pervedimą į banko „Diskont“ sąskaitą „Raiffeisen Zentralbank Osterreich AG“. Austrijos bankas irgi patvirtina pas save operacijų banko „Diskont“ sąskaitoje faktą. 2006 m. rugpjūčio 30 d. bankas „Diskont“ pavedė bankui „Raiffeisen Zentralbank Osterreich AG“ pervedimą įsigytą 2006 m. rugpjūčio 28 d. ir 29 d. užsienio valiutą į 12 užsienio bankų sąskaitas. Analogiškai per 2006 m. liepos - rugpjūčio mėnesius viso pervedta apie 45 mlrd.rublių. Rusijos Federacijos centrinis bankas atšaukė nuo 2006 m. rugsėjo 01 d. OOO MKB „Diskont“ banko licenziją dėl nevykdymo kreditinės organizacijos federalinių įstatymų, reguliuojančių banko veiklą, bei Rusijos banko norminių aktų, dėl daugkartinio vienu metu bėgyje pažeidimo reikalavimų, numatytų Federaliniame įstatyme „Dėl pasipriešinimo pajamų, gautų nusikalstomu būdu, legalizavimo (plovimui) bei terorizmo finansavimui“. Buvo atlikti tardymo veiksmai ir operatyvios paieškos priemonės, bet nustatyti asmenį, trauktiną kaltinamuoju šioje baudžiamojoje byloje, nepavyko.

Atsižvelgiant į tai, kad parengtinio tardymo šioje baudžiamojoje byloje terminas pasibaigė, o tardymo veiksmai, kuriuos galima atlikti nesant įtariamajam (kaltinamajam), atlikti, bei vadovaujantis Rusijos Federacijos BPK 208 str. 1 d. nutarta sustabdyti tardymą bei tęsti asmens trauktino kaltinamuoju paiešką (54 t. 82-89 l.).

Teisinės pagalbos prašymai į kitas šalis

Ukraina

2008-06-25 Lietuvos Respublikos generalinė prokuratūra lydraščiu Nr. 14.2-2199(14.5-154) išsiuntė Ukrainos generaliniam prokurorui 2008-05-16 TPP Ukrainos teisėsaugos institucijoms, kuriame prašoma apklausti Machinery trade S.A. direktorių Boris Balenko (56 t. 65 - 79 l.).

2008-09-10 gautu Ukrainos Respublikos generalinės prokuratūros 2008-08-22 daliniu atsakymu Nr. 14/2-31300-08 į teisinės pagalbos prašymą pateikta liudytojo **Boris Anatoljevič Balenko** 2008-08-04 apklausa, kurioje jis teigia, kad yra registruotas ir gyvena Ukrainoje, Chersono sityje, Pobedy prospekte, namas 6, butas 17. Šiuo metu jis Ukrainoje niekur nedirba, Ukrainoje kokių nors bendrovių nei akcininku nei direktoriumi nėra. Jis teigia yra bendrovės Machinery trade S.A. direktoriumi. Ši kompanija užsiima didmenine prekyba kompiuteriais, buitine technika, radijo aparatūra. Jis teigia maždaug 2005 metais buvo Rusijos Federacijoje Maskvoje, AB Ūkio banke, kuris yra Maskvos centre, užpildė dokumentus reikalingus sąskaitai atidaryti ir atidarė sąskaitą bendrovei Machimery Trade S.A.. Apklausos metu išnagrinėjęs jam pateiktų dokumentų kopijas teigė, kad daugumoje dokumentų yra jo parašai, kai kuriuose dokumentuose galbūt jo vardu jam žinant pasirašė sekretorius. Atidarydamas sąskaitą gavo reikalingus dokumentus ir sąskaitos valdymo kodus, šių kodų niekam neperdavė, teigia šiuo metu turi šiuos kodus. Jis nėra kompanijos Machinery trade S.A. naudos gavėjas. Nei pavedimų nei šios bendrovės pinigų jis negaudavo. Jis teigia esantis šios kompanijos direktoriumi, turi bendrovės antspaudą ir steigimo dokumentus. Teigia žinantis, kad Michail Rodionov yra Mita Group Ltd direktorius, Tatjana Dudorova – Logotreck production direktorė, Vladimir Orechov – Fontana invest limited direktorius, Jevgenij Demjanov – Advanta corporation direktorius. Su Jurij Chorol susipažino per Michail Rodionov, jis B.Balenko vardu perduodavo visus reikalingus kompanijos dokumentus advokatui Juozui Gaudučiu. Julijos Kosulnikovos, Irinos Gauk, Anatolij Spodobin, Aleksandr Petrov, Aleksandr Bukalov nepažįsta, kas naudojasi mobiliu telefonu Nr. 7 915 227 3279 nežino. Kompanija Fontana invest limited buvo viena pagrindinių Machinery trade S.A. partnerių perkant kompiuterius, buitinę techniką ir radijo aparatūrą. Į klausimą „Kokiu pagrindu Machinery trade S.A. 2006 metų rugpjūčio mėnesį pervedė bendrovei Mita Group Ltd 67 milijonus dolerių ir per tą patį laikotarpį gavo iš Mita group Ltd 43 milijonus eurų? Ar buvo sudaryta sutartis tarp šių bendrovių, ar buvo išrašytos sąskaitos, pristatytos prekės?“ atsakė, kad šių pinigų pervedimas susijęs su tam tikrų sutarčių sudarymu prekybinių santykių pagrindu, buvo išrašytos sąskaitos, bet kontraktai nebuvo įvykdyti, dėl lėšų užblokavimo buvo priversti sustabdyti prekių tiekimą (56 t. 81-90 l.).

Baltarusija

2008-02-28 Lietuvos Respublikos generalinė prokuratūra lydraščiu Nr. 14.2-823(14.3-50) išsiuntė Baltarusijos Respublikos generaliniam prokurorui 2008-01-24 teisinės pagalbos prašymą, kuriame prašoma apklausti AB Ūkio banko kliento Vectrus commerce Ltd anketoje naudos gavėju nurodytą asmenį Vasilij Šilenok (56 t. 117 -125 l.).

2008-05-27 gautu Baltarusijos Respublikos generalinės prokuratūros 2008-05-13 daliniu atsakymu Nr. 25/191-2008 į teisinės pagalbos prašymą pateikta liudytojo **Šilenok Vasilij Danilovič** 2008-04-29 apklausa, kurioje jis teigia, kad jis nėra kokių nors bendrovių akcininkas ar direktorius ir niekada jais nebuvo. Jis nežino bendrovės Vectrus Commerce Ltd, šios bendrovės pavadinimas jam nieko nesako. Jis niekada nepažinojo Vladimiro Šachovo, Christalla Kirkillari, Sergejaus Razdjakonovo, Vladimiro Orechovo, Aleksejaus vernovskio, jokių reikalų su šiais žmonėmis neturi,

niekada neturėjo, kadangi jų nepažįsta. Telefono numerio 962-908-40-24 jis nežino, kas naudo šiuo telefono numeriu jis nežino. Nežino kodėl jo anketiniai duomenys buvo nurodyti banko anketoje. Savo paso duomenis laikotarpyje nuo 2004 iki 2006 metų yra davęs objekto Maskva (tikslaus objekto adreso neprisimena) registracijai tarpininkui, kurio tėvavardis Michailovič, taip pat dar vienam objekto tarpininkui vardu Vladimir (kitų anketinių duomenų jis nežino). Taip pat laikotarpiu nuo 2002 m. iki 2004 m. davė savo anketinius duomenis ir kitiems Maskvos miesto objektų tarpininkams, kurių anketinių duomenų neprisimena (56 t. 128 – 132 l.).

Kazachstanas

2008-02-28 Lietuvos Respublikos generalinė prokuratūra lydraščiu Nr. 14.2-825(14.5-14.5) išsiuntė Kazachstano Respublikos generaliniam prokurorui 2008-01-28 teisinės pagalbos prašymą kuriame prašoma apklausti AB Ūkio banko kliento Moduls Business Inc anketoje naudos gavėją nurodytą asmenį Leonid Sidorov (56 t. 139 - 147 l.). 2009-02-04 Lietuvos Respublikos generalinė prokuratūra pakartotinai kreipėsi į Kazachstano Respublikos generalinę prokuratūrą ir prašė pranešti dėl kokių priežasčių užsitęsė teisinės pagalbos vykdymas, tačiau atsakymo nebuvo gauta (56 t. 151 l.).

Izraelis

2007-01-11 ikiteisminis tyrimas papildytas Izraelio teisingumo ministerijos teisinės pagalbos prašymu, dėl šios informacijos panaudojimo gautas Izraelio sutikimas (56 t. 167-169 l.). Šio teisinės pagalbos prašyme informuojama, kad Gregory Lerner kartu su savo verslo partneriu Boris Bubnov 2004-10-13 Izraelyje įkūrė bendrovę Rosneftgazinvest L.T.D., kurios suformuotas tikslas buvo surinkti lėšas iš privačių investuotojų tariamam tikslui panaudoti šias lėšas naftos produktų arba dujų pirkimui iš didelių Rusijos naftos bendrovių. Pagal nusikaltėlių pateiktą apgautiesiems investuotojams schemą, Rosneftgazinvest po to turėjo parduoti naftos produktus Europoje. Faktiškai Rosneftgazinvest iš tikrųjų niekuomet nei pirkė, nei pardavinėjo naftos produktus, o G.Lerner ir B.Bubnov pasisavino pinigus. Šios schemos palaikymui Lerner'is ir Bubnov'as įkūrė kelias apgaulingas priedangos bendroves schemas lėšų plovimui ir fikcijai, kad Rosneftgazinvest iš tikrųjų dalyvavo naftos versle. Tyrimo metu buvo atskleista, kad tariamas naftos produktų pirkimas ir pardavimas buvo vykdomas per įvairias tarpininkavimo bendroves, kurių sąskaitos buvo atidarytos Latvijoje. Didelės sumos tuomet buvo pervestos į tas sąskaitas, plaunant pinigus, gautus iš apgautiesiems investuotojų. Kratos G.Lerner patalpose metu buvo rasta dokumentų, patvirtinančių sąskaitų egzistavimą ir Lietuvos bankuose - trijų bendrovių vardu, tarp kurių yra Mita Group Ltd. Izraelio policija įtaria, kad tai yra priedangos įmonės, kurias naudojo G.Lerneris ir jų bendrininkai (56 t. 152-166 l.).

2007-07-05 paskirta užduotis Nr. 8-2/515 atlikti objektų tyrimą dėl Vectrus commerce Ltd, Machinery trade S.A., Morrison agency Ltd., Korofalt Ventures Ltd., Westline associates limited, Buron capital corp, Moduls Business inc., Annava limited, Advanta corporation, Logotreck Products inc, Belotract Global Inc., Great alliance consultants limited, Mita group Ltd sąskaitų atidarymo AB Ūkio bankas ir atsakyti į klausimą ar atidarant ir valdant internetu šių bendrovių sąskaitas buvo laikomasi norminių aktų reikalavimų, reglamentuojančių sąskaitų atidarymą, valdymą informacijos teikimą? (24 t. 54-55 l.) 2007-11-10 specialisto išvadoje Nr. 5-2/123 teigiama, kad tiriamuoju laikotarpiu AB Ūkio banke iš atstovybės Maskvoje gaunama ir siunčiama informacija nebuvo registruojama, todėl tyrimo metu nėra galimybės nustatyti ar buvo išsiųstos į atstovybę bendrovių: Logotreck Products Inc., Belotract Global Inc., Advanta Corporation, Annava Limited, Buron Capital Corp., Westline Associates Limited, Machinery Trade S.A., Morrison Agency Ltd., Vectrus Commerce Ltd., Mita Group Ltd. banko sąskaitos ir Paslaugų teikimo internetu sutartys, vokai su PIN/TAN kodais, kam ir kokių būdu buvo perduotos minėtos sutartys

ir sąskaitų valdymo internetu kodai, kas valdė internetu šių bendrovių sąskaitas. Sutikrinus tyrimui pateiktą banko susirašinėjimo internetu su klientais medžiagą, nustatyta, kad bendrovių Moduls Business Inc., Great Alliance Consultants Limited ir Korofalt Ventures Ltd. sąskaitose lėšų judėjimas buvo vykdomas klientams neatsiėmus Banko sąskaitos ir Paslaugų teikimo sutarčių, nes bankas elektroniniu paštu išsiuntė minėtoms bendrovėms pranešimus, kad jos nepaėmusios iš atstovybės bankinių sutarčių, kurias pasirašė prieš sąskaitų atidarymą, kai tuo tarpu apyvartos sąskaitose buvo seniai vykdomos. Tyrimo metu nėra galimybės nustatyti, kada buvo išsiųstos atstovybę bendrovių: Great Alliance Consultants Limited, Korofalt Ventures Ltd., Moduls Business Inc. Banko sąskaitos ir Paslaugų teikimo internetu sutartys bei vokai su PIN/TAN kodais, kam buvo perduotos sutartys ir minėti kodai, taip pat kas valdė bendrovių sąskaitas internetu (24 t. 70-26 t. 104 l.).

Veiksmai, atlikti pinigų į kuriuos laikinai apribotos nuosavybės teisės, teisinės padėties klausimas

Kadangi pagal ikiteisminio tyrimo metu surinktus duomenis buvo nustatyta, kad įmonių „Great Alliance Consultants Limited“, „Korofalt Ventures Ltd.“, „Logotreck Products Inc.“, „Belotract Global Inc.“, „Advanta Corporation“, „Annava Limited“, „Moduls Business Inc.“, „Buron Capital Corp.“, „Westline Associates Limited“, „Machinery Trade S.A.“, „Morrison Agency Ltd.“, „Vectrus Commerce Ltd.“, „Mita Group Ltd.“ paminėtose sąskaitose, esančiose AB Ūkio bankas, esantys pinigai yra bešeimininkiai, Kauno apygardos prokuratūros buvo perduoti apskaityti Kauno apskrities Valstybinei mokesčių inspekcijai, informuojant apie būtinumą remiantis Bešeimininkio, konfiskuoto, valstybės paveldėto, į valstybės pajamas perduoto turto, daiktinių įrodymų ir radinių perdavimo, apskaitymo, saugojimo, realizavimo, gražinimo ir pripažinimo atliekomis taisyklių, patvirtintų Lietuvos Respublikos vyriausybės 2004-05-26 nutarimu Nr. 634, 3.2 p., apskaityti pinigus, esančius šių įmonių sąskaitose, kaip bešeimininkį turtą. Kauno apskrities VMI turto apskaitos aktais šiuos pinigus priėmė į apskaitą ir pareiškimais kreipėsi į Kauno miesto apylinkės teismą dėl turto pripažinimo bešeimininkiu.

2008-01-14. Kauno apygardos prokuratūra raštu Nr. (TA-187-06)22-173 Kauno AVMI pranešė, kad atsakymu į teisinės pagalbos prašymą iš Rusijos Federacijos gauta asmens, įforminto AB Ūkio bankas kaip nurodytos įmonės direktorius ir naudos gavėjas, Tatjanos Dudorovos apklausa, kurioje ji teigė, kad nuvykusi į AB Ūkio bankas atstovybę Rusijos Federacijoje nebuvo, ten sąskaitos neatidarė, yra pasirašiusi dokumentuose, kurių turinio nežino, nieko apie įmonės LOGOTRECK PRODUCTS INC. veiklą nežino, sąskaitos valdymo internetu kodais nedisponuoja. Kadangi sąskaita AB Ūkio bankas Nr. LT68 7010 0000 2060 3959 buvo atidaryta tyrimo nenustatytų asmenų pasinaudojant Tatjanos Dudorevos asmens duomenimis, Tatjana Dudoreva nurodė, kad nieko apie LOGOTRECK PRODUCTS INC. veiklą nežino, lėšos, gautos į nenustatytų asmenų valdomą internetu sąskaitą yra bešeimininkės ir turi būti apskaitytos valstybinėje mokesčių inspekcijoje. Remiantis Bešeimininkio, konfiskuoto, valstybės paveldėto, į valstybės pajamas perduoto turto, daiktinių įrodymų ir radinių perdavimo, apskaitymo, saugojimo, realizavimo, gražinimo ir pripažinimo atliekomis taisyklių, patvirtintų Lietuvos Respublikos Vyriausybės 2004-05-26 nutarimu Nr. 634, 3.2 p., pranešė Kauno VMI apie būtinumą apskaityti lėšas, 3.700.245,53 USD, esančias sąskaitoje Nr. LT68 7010 0000 2060 3959 AB Ūkio banke, Maironio 25, Kaunas, atidarytoje LOGOTRECK PRODUCTS INC. vardu, kaip bešeimininkį turtą (62 t. 194 -195 l.). 2008-03-03 Kauno AVMI pinigines lėšas, esančias sąskaitoje Nr. LT68 7010 0000 2060 3959 AB Ūkio banke, apskaitė kaip turtą, kuris neturi savininko (ar savininkas nežinomas) (62 t. 196-197 l.).

2008-01-14 Kauno apygardos prokuratūra raštu Nr. (TA-187-06)22-173 Kauno AVMI pranešė, kad atsakymu į teisinės pagalbos prašymą iš Rusijos Federacijos gauta asmenų, įformintų AB Ūkio bankas kompanijų ANNAVA LIMITED, VECTRUS COMMERCE LTD., MODULS BUSINESS INC. atstovais, apklausos. Oksana Rostiašvili apklausoje nurodė, kad niekada negirdėjo apie AB Ūkio bankas, sąskaitos atidarymo dokumentų nepildė, nieko nežino apie bendrovę ANNAVA LIMITED. Vladimir Šachov apklausoje nurodė, kad už 50 JAV dolerių yra pasirašęs

kažkokiuose dokumentuose, kurių turinio nežino, kompanija VECTRUS COMMERCE LTD. jau nežinoma, su jos veikla nėra susijęs. Sergej Gorbačov apklausoje nurodė, kad niekada negirdėjęs apie AB Ūkio bankas, sąskaitos atidarymo dokumentų nepildė, nieko nežino apie bendrovę MODULS BUSINESS INC. Kadangi sąskaitos AB Ūkio bankas Nr. LT68 7010 0000 2060 3280 Nr. LT13 7010 0000 2060 3882, Nr. LT39 7010 0000 2060 3123 buvo atidarytos tyrimo nenustatytų asmenų pasinaudojant Oksana Rostiašvili, Vladimir Šachov, Sergej Gorbačov asmens duomenimis, Oksana Rostiašvili, Vladimir Šachov, Sergej Gorbačov nurodė, kad nieko apie ANNAVA LIMITED, VECTRUS COMMERCE LTD., MODULS BUSINESS INC. veiklą nežino. Lėšos, gautos iš nenustatytų asmenų valdomą internetu sąskaitą yra bešeimininkės, turi būti apskaitytos valstybinėje mokesčių inspekcijoje. Remiantis Bešeimininkio, konfiskuoto, valstybės paveldėto, iš valstybės pajamas perduoto turto, daiktinių įrodymų ir radinių perdavimo, apskaitymo, saugojimo, realizavimo, gražinimo ir pripažinimo atliekomis taisyklių, patvirtintų Lietuvos Respublikos Vyriausybės 2004-05-26 nutarimu Nr. 634, 3.2 p., pranešė VMI apie būtinumą apskaityti lėšas: 1) 11065,89 USD ir 187904,89 EUR sąskaitoje Nr. LT39 7010 0000 2060 3123 ANNAVA LIMITED vardu; 2) 243864,87 USD ir 4518,80 EUR sąskaitoje Nr. LT13 7010 0000 2060 3882 VECTRUS COMMERCE LTD. vardu; 3) 178444,16 USD ir 128738,76 EUR sąskaitoje Nr. LT68 7010 0000 2060 3280 AB Ūkio banke, Maironio 25, Kaunas, MODULS BUSINESS EMC. vardu kaip bešeimininkį turta (62 t. 199, 200 l.). 2008-05-10 Kauno AVMI pinigines lėšas esančias sąskaitose Nr. LT68 7010 0000 2060 3280, Nr. LT13 7010 0000 2060 3882, Nr. LT39 7010 0000 2060 3123 AB Ūkio banke, apskaitė kaip turta, kuris neturi savininko (ar savininkas nežinomas) (63 t. 1-4 l.).

2008-04-22 Kauno apygardos prokuratūra raštu Nr. 22-1550 Kauno AVMI pranešė, kaip atsakymu iš teisinės pagalbos prašymą iš Rusijos Federacijos gauta asmenų, įformintų AB Ūkio bankas kompanijų WESTLINE ASSOCIATES LIMITED atstovu, BELOTRACT GLOBAL INC. direktoriumi, apklausos bei duomenys, kad asmeniui, įformintam MORRISON AGENCY LTD. atstovu, įgaliojimai pratęsti po šio asmens mirties. Jurij Filipov apklausoje parodė, kad WESTLINE ASSOCIATES LIMITED registracijos dokumentus, antspauda 2005 m. lapkričio mėn. perdavė Latvijos piliečiui, kurio dokumentų nematė. J. Filipov nieko apie WESTLINE ASSOCIATES LIMITED veiklą nežino, banko sąskaitos sutarties nesudarė. Julia Kosulnikova parodė, kad nieko apie bendrovę BELOTRACT GLOBAL INC. nežino, nebuvo šios bendrovės direktore. Mirties akto įrašo kopija nustatyta Vladimir Bunakov mirties data - 2006-01-26. Įgaliojimu Vladimir Bunakov nustatyta, kad jis yra paskirtas MORRISON AGENCY LTD. atstovu nuo 2006-03-21 iki 2007-02-28. Kadangi sąskaitos AB Ūkio bankas Nr. LT08 7010 0000 1760 3180, Nr. LT43 7010 0000 1760 3132 buvo atidarytos, o sąskaita Nr. LT46 7010 0000 1260 3989 nuo 2006-01-26 valdoma tyrimo nenustatytų asmenų pasinaudojant Jurij Filipov, Julia Kosulnikova, Vladimir Bunakov asmens duomenimis, Jurij Filipov, Julia Kosulnikova nurodė, kad nieko apie WESTLINE ASSOCIATES LIMITED, BELOTRACT GLOBAL INC. veiklą nežino, mirusysis Vladimir Bunakov negalėjo valdyti MORRISON AGENCY LTD. sąskaitos, lėšos, gautos iš nenustatytų asmenų valdomą internetu sąskaitą yra bešeimiukės, turi būti apskaitytos valstybinėje mokesčių inspekcijoje. Remiantis Bešeimininkio, konfiskuoto, valstybės paveldėto, iš valstybės pajamas perduototo, daiktinių įrodymų ir radinių perdavimo, apskaitymo, saugojimo, realizavimo, gražinimo ir pripažinimo atliekomis taisyklių, patvirtintų Lietuvos Respublikos Vyriausybės 2004-05-26 nutarimu Nr. 634, 3.2 p. pranešė VMI apie būtinumą apskaityti lėšas: 1) 47937,04 USD ir 62,64 EUR sąskaitoje Nr. LT08 7010 0000 1760 3180 WESTLINE ASSOCIATES LIMITED vardu; 2) 278,64 USD sąskaitoje Nr. LT46 7010 0000 1260 3989 MORRISON AGENCY LTD. vardu; 3) 708,95 USD ir 14,93 EUR sąskaitoje Nr. LT43 7010 0000 1760 3132 BELOTRACT GLOBAL INC vardu kaip bešeimininkį turta (34 t. 5-6 l.). 2008-05-13 Kauno AVMI pinigines lėšas, esančias sąskaitose Nr. LT08 7010 0000 1760 3180, Nr. LT43 7010 0000 1760 3132, Nr. LT46 7010 0000 1260 3989 AB Ūkio banke, apskaitė kaip turta, kuris neturi savininko (ar savininkas nežinomas) (63 t. 7-10 l.).

2009-08-31 Kauno m. apylinkės teismas nusprendė Turta, išvardintą 2008 m. gegužės 13 d. turto apskaitos akte Nr. 8 ir 2008 m. gegužės 13 d. turto apskaitos akte Nr. 9 - 47937,04 JAV

dolerių (USD) ir 1562,66 euru (EUR), esančių sąskaitoje Nr. LT08 7010 0000 1760 3180 atidarytoje WESTLINE ASSOCIATES LIMITED vardu; 278,64 JAV dolerių (USD), esančių sąskaitoje Nr. LT46 7010 0000 1260 3989 atidarytoje MORRISON AGENCY LTD vardu; 708,95 JAV dolerių (USD) ir 14,93 eurų (EUR), esančių sąskaitoje Nr. LT43 7010 0000 1760 3132 atidarytoje BELOTRACT GLOBAL. INC. vardu, iš viso 48 924,63 JAV dolerių ir 1577,59 eurų pripažinti bešeimininkiu turtu ir perduoti jį valstybės nuosavybėn (63 t. 25-28 l.).).

2009-10-19 AB Ūkio bankas informavo, kad įvykdytas 2009-08-31 Kauno m. apylinkės teismo sprendimas civilinėje byloje ir pinigai pervesti į VMI surenkamąją sąskaitą Nr. LT24 7300 0101 1239 4300, esančią banke AB „Swedbank“ (51 t. 60 l.)

Kauno apygardos prokuratūra 2009-01-26 raštu Nr.(TA-187-06) 22-324-09 Kauno AVMI pranešė, kad 2008-01-14 raštu Nr.(TA-187-06)22-173, 2008-04-16 raštu Nr.(TA-187-06)22-1489, 2008-04-22 raštu Nr.22-1550 pranešė Kauno apskrities Valstybinei mokesčių inspekcijai apie būtinumą apskaityti 1) 11065,89 USD ir 187904,89 EUR ANNA V A LIMITED sąskaitoje; 2) 243864,87 USD ir 4518,80 EUR VECTRUS COMMERCE LTD. sąskaitoje; 3) 178444,16 USD ir 128738,76 EUR MODULS BUSINESS INC. sąskaitoje; 4) 47937,04 USD ir 1562,66 EUR WESTLINE ASSOCIATES LIMITED sąskaitoje; 5) 278,64 USD MORRISON AGENCY LTD. sąskaitoje; 6) 708,95 USD ir 14,93 EUR BELOTRACT GLOBAL INC. sąskaitoje; 7) 3.700.245,53 USD LOGOTRECK PRODUCTS INC. sąskaitoje. Šių bendrovių atstovais ir direktoriais įforminti asmenys duomenimis, gautais teisinės pagalbos prašymų forma, nieko nežinojo apie bendrovių veiklą, jokios veiklos nevykdė, o V.Bunakov buvo paskirtas MORRISON AGENCY LTD. atstovu po savo mirties.

Duomenimis, gautais teisinės pagalbos prašymų forma, BURON CAPITAL CORP. atstovu įformintas Andrey Shishov ir KOROFAL T VENTURES LTD. direktore įforminta Irina Gauk nebuvo surasti, I.Gauk mirė 2008 m. rudenį. Įforminti MIT A GROUP LTD. direktoriumi Mikhail Rodionov, ADVANTA CORPORATION atstovu- Evgenij Demianov, MACHINERY TRADE S.A. direktoriumi- Borys Balenko, GREAT ALLIANCE CONSULTANTS LIMITED atstovu Vasily Hontchev teigė buvę direktoriais ir atstovais, nurodė, kad pajamos į sąskaitas buvo gautos iš ūkinės veiklos. Tačiau duomenys, gauti ikiteisminio tyrimo metu, patvirtina, kad kompanijos MIT A GROUP LTD., ADVANTA CORPORATION, MACHINERY TRADE S.A., GREAT ALLIANCE CONSULTANTS LIMITED, KOROFALT VENTURES LTD., BURON CAPITAL CORP. jokios ūkinės veiklos nevykdė, jų direktoriais ir atstovais buvo įforminti statybiniai asmenys, lėšos į sąskaitas pervestos be teisėto pagrindo, savininkas nenustatytas.

Lėšos į KOROFALT VENTURES LTD., MACHINERY TRADE S.A., BURON CAPITAL CORP. sąskaitas gautos iš FONTANA INVEST INC. LIMITED, į MITA GROUP LTD., ADVANT A CORPORATION sąskaitas - iš ENNERDALE INVESTMENTS LIMITED, į GREAT ALLIANCE CONSUL TANTS LIMITED sąskaitą - iš INDECO ENGINEERING LIMITED. Teisinės pagalbos prašymo forma gautais duomenimis A.Vemovskij ENNERDALE INVESTMENTS LIMITED, V.Orechov FONTANA INVEST INC. LIMITED, A.Beginin INDECO ENGINEERING LIMITED atstovais buvo įforminti fiktyviai, jokios ūkinės veiklos nevykdė, kompanijoms nevadovavo, A.Beginin-asocialus asmuo.

Teisinės pagalbos prašymo forma gautais duomenimis MIT A GROUP LTD. niekada nebuvo išsinuomojusi ofiso patalpų ir faktiškai nebuvo įsikūrusi AB „Ūkio bankas“ nurodytu bendrovės buveinės adresu, nėra ir anksčiau nebuvo įtraukta į mokesčių inspekcijos įskaitą.

Registracijos adresu ir AB „Ūkio bankas“ nurodytu buveinės adresu nerasta KOROFALT VENTURES LTD. bei MIT A GROUP LTD; AB „Ūkio bankas“ nurodytu buveinės adresu nerasta kompanijų BURON CAPITAL CORP., ADVANTA CORPORATION, MACHINERY TRADE S.A., GREAT ALLIANCE CONSULTANTS LIMITED.

J.Demjanov įgaliojimas atstovauti bendrovę ADV ANT A CORPORA TION pasibaigęs 200802-12, o šios kompanijos naudos gavėju nurodytas asmuo Aleksandr Bukalov- dingęs be žinios.

2007-02-28 rašysenos specialisto išvadoje nurodyta, kad MACHINERY TRADE S.A. „Ūkio banko“ antspaudo kortelėje B.Balenko vardu pasirašė ne tas pats asmuo, kuris B.Balenko

vardu pasirašė kituose tiriamuose dokumentuose (prašyme atidaryti sąskaitą banke, sutartyse).

2007-11-10 Specialisto išvadoje Nr.5-2/123 nurodyta, kad tiriamuoju laikotarpiu AB „Ūkio banke“ iš atstovybės Maskvoje gaunama ir siunčiama informacija nebuvo registruojama, todėl tyrimo metu nėra galimybės nustatyti, ar buvo išsiųstos į atstovybę bendrovių ADVANTA CORPORATION, BURON CAPITAL CORP., MACHINERY TRADE S.A., MITA GROUP LTD. Banko sąskaitos ir Paslaugų teikimo internetu sutartys, vokai su PINIT AN kodais, kam ir kokių būdu buvo perduotos minėtos sutartys ir sąskaitų valdymo internetu kodai, kas valdė internetu šių bendrovių sąskaitas. Sutikrinus tyrimui pateiktą banko susirašinėjimo internetu su klientais medžiagą, nustatyta, kad bendrovių GREAT ALLIANCE CONSULTANTS LIMITED, KOROFAL T VENTURES LTD. sąskaitose lėšų judėjimas buvo vykdomas klientams neatsiėmus Banko sąskaitos ir paslaugų teikimo sutarčių, nes bankas elektroniniu paštu išsiuntė minėtoms bendrovėms pranešimus, kad jos nepasiėmusios iš atstovybės bankinių sutarčių, kurias pasirašė prieš sąskaitų atidarymą, kai tuo tarpu apyvartos sąskaitose buvo seniai vykdomos.

AB „Ūkio banke“, Maironio 25, Kaunas, sąskaitose Nr. LT50 7010 0000 13603114, Nr. LT47 7010000020603173, Nr. LT65 70100000 10603701, Nr. LT69 7010 0000 19603095, Nr. LT41 7010 0000 1860 3335, Nr. LT50 7010 0000 0960 3804 atidarytose kompanijų MITA GROUP LTD. (registracijos adresas: P.O.Box 961, Road Town, Tortola, British Virgin Islands, reg. 2004-11-08, reg. Nr. 622836), ADVANTA CORPORATION (registracijos adresas: P.O. Box 556, Main Street, Charlestown, Nevis, reg. 2001-01-03, reg. Nr. C19076), MACHINERY TRADE S.A. (registracijos adresas: Drake Chambers, Tortola, British Virgin Islands, reg. 2005-02-25, reg. Nr. 643901), GREAT ALLIANCE CONSULTANTS LIMITED (registracijos adresas: 3/F, Jonsin Place, 228 Queen'S Road East, Wanchai, Hong Kong, reg. 2005-08-04, reg. Nr. 987556), KOROFAL T VENTURES LTD. (registracijos adresas: P.O.Box 3321, Road Town, Tortola, British Virgin Islands, reg. 2005-10-17, reg. Nr. 680999), BURON CAPITAL CORP. (registracijos adresas: 35 Barrack Road, Third Floor, Belize City, Belize, reg. 2004-10-15, reg. Nr. 36941) vardu esančiomis lėšoms (sąskaitoje Nr. LT50 7010 0000 13603114 - 3860000 USD, sąskaitoje Nr. LT47 7010 0000 2060 3173-1300273,97 USD, sąskaitoje Nr. LT65 70100000 10603701 -1988149,25 USD, 765101,68 EUR ir 25160,25 CHF, sąskaitoje Nr. LT69 7010 0000 19603095 - 500000 USD, sąskaitoje Nr. LT41 7010 0000 1860 3335- 3650000 USD, sąskaitoje Nr. LT50 7010 0000 0960 3804 - 500000 USD) nuo 2006-09-06 taikomas laikinas nuosavybės teisės apribojimas.

Kadangi sąskaitos AB „Ūkio bankas“ Nr. LT50 7010 0000 13603114, Nr. LT47 7010 0000 20603173, Nr. LT65 7010000010603701, Nr. LT69 7010 000019603095, Nr. LT41 7010 0000 1860 3335, Nr. LT50 7010 0000 0960 3804 buvo valdomos tyrimo nenustatytų asmenų, savininkas nenustatytas, lėšos, gautos į nenustatytų asmenų valdomą internetu sąskaitą yra be šeiminingės, turėtų būti apskaitytos valstybinėje mokesčių inspekcijoje.

Remiantis Bešeimininkio, konfiskuoto, valstybės paveldėto, į valstybės pajamas perduoto turto, daiktinių įrodymų ir radinių perdavimo, apskaitymo, saugojimo, realizavimo, grąžinimo pripažinimo atliekomis taisyklių, patvirtintų Lietuvos Respublikos vyriausybės 2004-05-12 nutarimu Nr. 634, 3.2 p., pranešė apie būtinumą apskaityti lėšas: 1) 3860000 USD sąskaitoje Nr. LT50 7010 0000 1360 3114 MITA GROUP LTD. (registracijos adresas: P.O.Box 961, Road Town, Tortola, British Virgin Islands, reg. 2004-11-08, reg. Nr. 622836) vardu; 2) 1300273,97 USD sąskaitoje Nr. LT47 7010 0000 2060 3173 ADVANTA CORPORATION (registracijos adresas: P.O. Box 556, Main Street, Charlestown, Nevis, reg. 2001-01-03, reg. Nr. C19076) vardu; 3) 1988149,25 USD, 765101,68 EUR ir 25160,25 CHF sąskaitoje Nr. LT65 7010 0000 1060 3701 MACHINERY TRADE S.A. (registracijos adresas: Drake Chambers, Tortola, British Virgin Islands, reg. 2005-02-25, reg. Nr. 643901) vardu; 4) 500000 USD sąskaitoje Nr. LT69 7010 0000 1960 3095 GREAT ALLIANCE CONSULTANTS LIMITED (registracijos adresas: 3/F, Jonsin Place, 228 Queen'S Road East, Wanchai, Hong Kong, reg. 2005-08-04, reg. Nr. 987556) vardu; 5) 3650000 USD sąskaitoje Nr. LT41 7010 0000 1860 3335 KOROFAL T VENTURES LTD. (registracijos adresas: P.O.Box 3321, Road Town, Tortola, British Virgin Islands, reg. 2005-10-17, reg. Nr. 680999) vardu; 6) 500000 USD sąskaitoje Nr. LT50 7010 0000 09603804 BURON CAPITAL CORP. (registracijos adresas: 35 Barrack Road, Third Floor, Belize City, Belize.

2004-10-15, reg. Nr. 36941) vardu kaip šeimininkų turtą. Išvardintas turtas pagal Kauno apygardos 2009-01-26 paminėtą raštą VMI buvo apskaitytas (63 t., 201-203 l.).

Kauno miesto apylinkės teismo 2011-03-10 nutartimi Kauno apskrities VMI pareiškimas dėl įmonių ANNAVA LIMITED, MODULS BUSINESS INC, VECTRUS COMMERCE pinigų pripažinimo šeimininkiu turtu paliktas nenagrinėtu, kadangi pareiškimas priimtas su trūkumais

Kauno miesto apylinkės teismo 2011-05-18 nutartimi Kauno apskrities VMI pareiškimas dėl įmonės LOGOTREC PRODUCTS INC pinigų pripažinimo šeimininkiu turtu paliktas nenagrinėtu, kadangi pareiškimas buvo priimtas su trūkumais.

Kauno miesto apylinkės teismo 2011-03-07 nutartimi Kauno apskrities VMI pareiškimas dėl įmonių MITA GROUP LTD, ADVANTA CORPORATION, MACHINERY TRADE, GREAT ALLIANCE CONSULTANTS, KOROFALK VENTURES LTD., BURTON CAPITAL CORP pinigų pripažinimo šeimininkiu turtu, kadangi pareiškimas buvo priimtas su trūkumais, paliktas nenagrinėtu. Kauno apskrities VMI šią nutartį apskundus Kauno apygardos teismas 2011-05-31 nutartimi skundą patenkino, Kauno miesto apylinkės teismo 2011-03-07 nutartį panaikino ir atitinkamą civilinę bylą perdavė nagrinėti pirmos instancijos teismui iš naujo.

Argumentai dėl nusikalstamų veikų, numatytų LR BK 216 str. ir 300 str. 1 d. sudėties požymių ir ikiteisminio tyrimo eigos

Kaip buvo minėta Rusijos Federacijoje baudžiamojoje byloje Nr. 248089, kurioje tiriamas Rusijos „Discuont“ banko veiklos teisėtumas, ikiteisminis tyrimas sustabdytas. Iš šio banko skyriaus Austrijoje į AB Ūkio bankas nutarime aptariamų įmonių sąskaitas buvo pervestos piniginės lėšos. Iki šiol ikiteisminiame tyrime Nr.06-1-01060-06 nesurinkta pakankamai duomenų, kurių pagrindu būtų galima vertinti, jog byloje nustatytos kompanijų Vectrus commerce Ltd, Machinery trade S.A., Morrison agency Ltd., Korofalt Ventures Ltd., Westline associates limited, Buron capital corp, Moduls Business inc., Annava limited, Advanta corporation, Logotreck Products inc, Belotract Global Inc., Great alliance consultants limited, Mita group Ltd finansinės operacijos su pinigais yra atliktos nenustatytiems asmenims ar asmeniui, siekiant nuslėpti ar įteisinti savo paties ar kito asmens pinigus ar turtą, žinant, kad jie įgyti nusikalstamu būdu. Iš byloje surinktų duomenų matyti, kad finansinės operacijos su aptariamais pinigais buvo pradėtos Rusijos Federacijoje, todėl pinigų įgijimo teisėtumo aplinkybių nustatinėjimo galimybės labiausiai sietinos su šios valstybės teisėsaugos institucijų tyrimo šioje dalyje rezultatais. Lietuvos Respublikoje atlikti visi galimi tyrimo veiksmai, siekiant surinkti reikšmingus duomenis, patvirtinačius nusikaltimo pagal LR BK 216 str. sudėties objektyviosios pusės buvimo požymius, tačiau darytina išvada, kad jų nepakanka tam, kad būtų galima konstatuoti, jog atliekant aptariamą finansinę operaciją yra padaryta veika, turinti paminėto nusikaltimo požymių, todėl ikiteisminis tyrimas šioje dalyje nutrauktinas.

Ikiteisminio tyrimo metu buvo nustatyti dokumentų suklastojimo požymiai: Annava Limited prašymo atidaryti sąskaitą, Annava Limited parašo (-ų) ir antspaudo kortelės, 2006-03-22 banko sąskaitos sutarties Nr. 180-04/2059-0, bei Paslaugų teikimo internetu sutarties, sudarytos Rostiašvili Oksana vardu, Moduls Business prašymo atidaryti sąskaitą, Moduls Business parašo (-ų) ir antspaudo kortelės, 2006-04-12 banko sąskaitos sutarties Nr. n180-04/2116-0, bei Paslaugų teikimo internetu sutarties, sudarytos Gorbačov Sergej vardu, Belotract Global Inc. prašymo atidaryti sąskaitą, Belotract Global Inc. parašo (-ų) ir antspaudo kortelės, 2006-02-21 Banko sąskaitos sutarties Nr. 180-04/1969-01, bei Paslaugų teikimo internetu sutarties, sudarytos Kosulnikova Julija vardu, Westline Associates Limited prašymo atidaryti sąskaitą, Westline Associates Limited parašo (-ų) ir antspaudo kortelės, 2005-12-09 banko sąskaitos sutarties Nr. 180-04/18190 bei Paslaugų teikimo internetu sutarties, sudarytos Filipov Jurij vardu, tačiau tyrimo metu nesurinkta pakankamai duomenų, kad nustatyti ar dokumentai buvo suklastoti pasirašant juose nenustatytiems asmenims, ar juose nesuprasdami jų turinio pasirašė įvardinti asmenys už pinigus. dalis parodymų dėl šių dokumentų pasirašymo prieštarauja tarpusavyje. Tačiau, įvertinus tai, kad Rusijos Federacijos teisėsaugos institucijoms, rašant teisinės pagalbos prašymus buvo informuota

Iš ikiteisminio tyrimo metu apklaustų asmenų paaiškinimų, surinktų ir išvardintų kitų duomenų visumos matyti, kad nėra pagrindo paminėtas įmones laikyti šių konkrečių pervestų pinigų savininkais. Ikiteisminio tyrimo metu surinkti duomenys rodo, jog asmenys, kurių vardu yra įforminta kompanijų Great Alliance Consultants Limited, Korofalt Ventures Ltd., Logotreck Products Inc., Advanta Corporation, Annava Limited, Moduls Business Inc., Buron Capital Corp., Machinery Trade S.A., Vectrus Commerce Ltd., Mita Group Ltd. bankinė ar kitų sandorių veikla, su jomis iš esmės yra susiję tik formaliai. Dauguma šių asmenų pinigų pervedimo metu neturėjo įmonių sąskaitų kodų, galimybės jas valdyti internetu. Realiai su bankų sąskaitų atidarymu, jų realiu valdymu, sutarčių, pagal kurias buvo pervedami pinigai, formaliu sudarymu yra susiję kiti nenustatyti asmenys. Kai kurie su išvardintų įmonių veikla susiję asmenys, yra mirę arba iš vis nerasti, įmonių veiklos dokumentai įforminti pagal pamestus asmenų dokumentus, nors jų vardais atitinkami paminėti juridiniai įsipareigojimai yra įforminti. Nors sutartys yra sudarytos įmonių vardu, kurios yra registruotos įvairiose pasaulio šalyse, sutartyse išdėstytų punktų reikalavimų ir vykdymo sąlygų turinys yra beveik analogiškas, tai rodo, kad jos yra įformintos tik formaliai tų pačių nenustatytų asmenų, siekiant formaliu sudarytu sandoriu pateisinti pinigų pervedimą. Dėl neįvykusio prekių tiekimo nėra jokių teisminių ginčų. Vien tik faktas, kad sąskaitos banke atidarytos šių juridinių asmenų vardu ir jos yra formalūs šių sąskaitų turėtojai, aptariamomis ir nustatytomis aplinkybėmis šie asmenys netapatintini su turto disponavimo sąskaitoje esančių pinigų turinio buvimu.

Kad per paminėtų įmonių - pinigų gavėjų, sąskaitas nežinomų asmenų buvo tik nukreipiamas pinigų srautai pagal sandorius, kurie niekaip nesusiję su šių įmonių realia ūkine veikla, patvirtina Rusijos Federacijos teisėsaugos institucijų, vykdant teisinės pagalbos prašymą, surinkti duomenys apie pinigų siuntėjų - kompanijų „Fontana Invest Inc. Limited“, „Ennerdeil Investments Limited“, „Indeko Engineering Limited“, veiklą ir jų vadovus. Šias pirmas dvi kompanijas atitinkamai atstovavę apklausti kaip liudytojai V.M. Orechov ir A.A.Vernovskij paaiškino, kad jie dirbo darbu visiškai niekuo nesusijusius su šių kompanijų veikla: pirmasis chemijos gamykloje sistemos valytoju, kitas bendrovėje kurjeriu. Iš apklausų matosi, kad su „Fontana Invest Inc. Limited“ „Ennerdeil Investments Limited“ ūkine – finansine veikla jie visiškai nesusiję. Kompaniją „Indeko Engineering Limited“ A.V. Beginin taip pat realiai neatstovavo, nors visų jų vardais buvo pasirašyti atitinkama veiklą patvirtinantys dokumentai. Ūkinės operacijos, kurios sudarė realų pagrindą atlikti mokėjimus, nenustatytos. Taip pat nenustatyti asmenys, kurie inicijavo pinigų pervedimą į monos sąskaitas ir turėjo faktinę galimybę toliau disponuoti sąskaitoje esančiais pinigais, jeigu operacijų pinigais nebūtų sustabdytos.

Atsižvelgiant į tai, kas išdėstyta, konstatuotina, kad nenustatyti pinigų, gautų į nenustatyti asmenų valdomas įmonių sąskaitas, teisėti savininkai, todėl šiuos pinigus vadovaujantis BPK 94 str. 1 d. 5 p. reikalinga perduoti į valstybės nuosavybę.

Remdamasis tuo kas išdėstyta ir vadovaudamasis LR BPK 3 str. 1 d. 1 p, 94 str. 1 d. 5 p, 212 str. 1 p., 214 str. 1 d., 216 str.,-

nutarė:

1. Nutraukti ikiteisminį tyrimą baudžiamojoje byloje Nr. 06-1-01060-06, nesant padarinių veikų, turinčių nusikaltimų, numatytų LR BK 216 str. ir 300 str. 1 d., požymių;

2. Panaikinti laikiną kompanijų Great Alliance Consultants Limited, Korofalt Ventures Ltd., Logotreck Products Inc., Advanta Corporation, Annava Limited, Moduls Business Inc., Buron Capital Corp., Machinery Trade S.A., Vectrus Commerce Ltd., Mita Group Ltd. nuosavybės teisės apribojimą ir **pinigus perduoti į valstybės nuosavybę:**

- 1) GREAT ALLIANCE CONSULTANTS LIMITED (registracijos adresas: 3/F, Jonsim Place, 228 Queen'S Road East, Wanchai, Hong Kong, reg. 2005-08-04, reg. Nr. 987556) vardu AB „Ūkio banke“, Maironio g. 25, Kaune atidarytoje sąskaitoje Nr. LT69 7010 0000 1960 3095 esančioms lėšoms – 500000 USD sumai ir šiuos pinigus perduoti į valstybės nuosavybę,
- 2) KOROFALT VENTURES LTD. (registracijos adresas: P.O.Box 3321, Road Town, Tortola, British Virgin Islands, reg. 2005-10-17, reg. Nr. 680999) vardu AB „Ūkio banke“, Maironio g. 25, Kaune atidarytoje sąskaitoje Nr. LT41 7010 0000 1960 3095 esančioms lėšoms – 500000 USD sumai ir šiuos pinigus perduoti į valstybės nuosavybę.

- 0000 1860 3335 esančioms lėšoms – 3650000 USD sumai ir šiuos pinigus perduoti į valstybės nuosavybę,
- ✓ 3) 3) LOGOTRECK PRODUCTS INC. (registracijos adresas: P.O.Box 3321, Road Town, Tortola, British Virgin Islands, reg. 2006-01-03, reg. Nr. 1002090) vardu AB „Ūkio banke“, Maironio g. 25, Kaune atidarytoje sąskaitoje Nr. LT68 7010 0000 2060 3959 esančioms lėšoms – 3700245,53 USD sumai ir šiuos pinigus perduoti į valstybės nuosavybę,
- ✓ 4) 4) ADVANTA CORPORATION (registracijos adresas: P.O. Box 556, Main Street, Charlestown, Nevis, reg. 2001-01-03, reg. Nr. C19076) vardu AB „Ūkio banke“, Maironio g. 25, Kaune atidarytoje sąskaitoje Nr. LT47 7010 0000 2060 3173 esančioms lėšoms – 1300273,97 USD sumai ir šiuos pinigus perduoti į valstybės nuosavybę,
- 5) 5) ANNAVA LIMITED (registracijos adresas: Enterprise House, 82 Whitchurch Road, CF14 3LX, Cardiff, UK, reg. 2006-01-27, reg. Nr. 5690354) vardu AB „Ūkio banke“, Maironio g. 25, Kaune atidarytoje sąskaitoje Nr. LT39 7010 0000 2060 3123 esančioms lėšoms – 11065,89 USD ir 187904,89 EUR sumai ir šiuos pinigus perduoti į valstybės nuosavybę,
- ✓ 6) 6) MODULS BUSINESS INC. (registracijos adresas: P.O.Box 3321, Road Town, Tortola, British Virgin Islands, reg. 2006-02-28, reg. Nr. 1013056) vardu AB „Ūkio banke“, Maironio g. 25, Kaune atidarytoje sąskaitoje Nr. LT68 7010 0000 2060 3280 esančioms lėšoms – 178444,16 USD ir 128738,76 EUR sumai ir šiuos pinigus perduoti į valstybės nuosavybę,
- 7) 7) BURON CAPITAL CORP. (registracijos adresas: 35 Barrack Road, Third Floor, Belize City, Belize, reg. 2004-10-15, reg. Nr. 36941) vardu AB „Ūkio banke“, Maironio g. 25, Kaune atidarytoje sąskaitoje Nr. LT50 7010 0000 0960 3804 esančioms lėšoms – 500000 USD sumai ir šiuos pinigus perduoti į valstybės nuosavybę,
- 8) MACHINERY TRADE S.A. (registracijos adresas: Drake Chambers, Tortola, British Virgin Islands, reg. 2005-02-25, reg. Nr. 643901) vardu AB „Ūkio banke“, Maironio g. 25, Kaune atidarytoje sąskaitoje Nr. LT65 7010 0000 1060 3701 esančioms lėšoms – 1988149,25 USD, 765101,68 EUR ir 25160,25 CHF sumai ir šiuos pinigus perduoti į valstybės nuosavybę,
- ✓ 9) VECTRUS COMMERCE LTD. (registracijos adresas: P.O.Box 3321, Road Town, Tortola, British Virgin Islands, reg. 2006-02-28, reg. Nr. 1013059) vardu AB „Ūkio banke“, Maironio g. 25, Kaune atidarytoje sąskaitoje Nr. LT13 7010 0000 2060 3882 esančioms lėšoms – 243864,87 USD ir 4518,80 EUR sumai ir šiuos pinigus perduoti į valstybės nuosavybę,
- 10) MITA GROUP LTD. (registracijos adresas: P.O.Box 961, Road Town, Tortola, British Virgin Islands, reg. 2004-11-08, reg. Nr. 622836) vardu AB „Ūkio banke“, Maironio g. 25, Kaune atidarytoje sąskaitoje Nr. LT50 7010 0000 1360 3114 esančioms lėšoms – 3860000 USD sumai ir šiuos pinigus perduoti į valstybės nuosavybę.

Šiuos pinigus iš AB „Ūkio bankas“ paminėtų įmonių sąskaitų, viso 11 798 423,22 (Vienuolika milijonų septynis šimtus devyniasdešimt aštuonis tūkstančius keturis šimtus dvidešimt tris JAV dolerius ir 22 JAV centus (USD), 765 101,68 (Septynis šimtus šešiasdešimt penkis tūkstančius vieną šimtą vieną eurą ir 68 euro centus (EUR) ir 25 160, 25 (Dvidešimt penkis tūkstančius vieną šimtą šešiasdešimt Šveicarijos frankų ir 25 rapenus (CHF) pervesti į Valstybinės mokesčių inspekcijos prie Finansų ministerijos depozitinę sąskaitą Nr. LT54 7300 0101 1239 4245, esančią banke „Swedbank“ AB, Banko kodas 73000, Konstitucijos pr. 20A, Vilnius, lėšų gavėjas Valstybinė mokesčių inspekcija prie LR FM, juridinio asmens kodas 188659752 ir jų saugotoju paskirti Kauno AVMI.

3. Nutarimą pavesti vykdyti FNTT prie LR VRM Kauno apygardos valdybai, Kauno apskrities valstybinei mokesčių inspekcijai;

4. Apie priimtą sprendimą informuoti AB Ūkio banką, įmonių Great Alliance Consultants Limited, Korofalt Ventures Ltd., Logotreck Products Inc., Advanta Corporation, Annava Limited, Moduls Business Inc., Buron Capital Corp., Machinery Trade S.A., Vectrus Commerce Ltd., M Group Ltd įgaliotuosius atstovus.

5. Nutarimas per 14 dienų gali būti skundžiamas Kauno apygardos vyriausiajam prokurorui.

Antrojo skyriaus prokuroras



Zenas Leonavičius

2023-09-29 10:00:00

/The Coat of Arms of the Republic of Lithuania/

KAUNAS REGIONAL PROSECUTOR'S OFFICE

RESOLUTION

July 5, 2011

Kaunas

On September 6, 2006, the Kaunas County Division of the Financial Crime Investigation Service under the Ministry of the Interior of the Republic of Lithuania (the FCIS under the MI of RL) received material No. 2-1728 (2549 pages of account statements) collected by the Money Laundering Prevention Department and AB Ūkio Bankas about the fact that accounts owned by thirteen limited liability companies and located at AB Ūkio Bankas, were credited with large international payment orders: on August 30, 2006, Great Alliance Consultants Limited — USD 500,000, Korofalt Ventures Ltd. — USD 3650,000, Logotreck Products Inc. — USD 3,750,000, Belotract Global Inc. — USD 3700,000, Advanta Corporation — USD 3,840,000, Annava Limited — USD 493,535.40, Moduls Business Inc. — USD 495,673.73, Buron Capital Corp. — USD 500,000, Westline Associates Limited — USD 900,000, Machinery Trade S.A. — USD 3,278,583.15, Morrison Agency Ltd. — USD 800,000, Vectrus Commerce Ltd. — USD 396,689.29; and on August 31, 2006, Mita Group Ltd. — USD 3,860,000. The monetary funds were transferred from Commercial Bank Discount located in the Russian Federation through the correspondent bank Raiffeisen Zentralbank Oesterreich AG located in Austria. A few hours after the funds were credited into the recipients' accounts, AB Ūkio Bankas received requests from the correspondent bank (SWIFT) to return transferred funds to the sender. The first request indicates that a banking error had occurred; the subsequent — that it had been money laundering operations. In accordance with the internal procedures, AB Ūkio Bankas, has blocked these companies' accounts. By the Order dated August 31, 2006, the Central Bank of Russia abolished the license of the Moscow Commercial Bank Discount on the grounds of serious violations of the Law on Money Laundering and the Financing of Terrorism (Vol. 1, f. p. 4–Vol. 13, f. p. 79).

On September 6, 2006, the Kaunas County Division of the Financial Crime Investigation Service under the Ministry of Internal Affairs of the Republic of Lithuania on the basis of received information, initiated the material investigation No. 06-1-01060-06 into legalisation of monies acquired in a criminal manner (Vol. 1, f. p. 1).

By the Letter No. 200-04-4253 dated September 6, 2006 and Letter No. 200-04-683 dated April 25, 2005, copies of the reports on income of the companies Vectrus Commerce Ltd., Machinery Trade S.A., Morrison Agencies Ltd., Korofalt Ventures Ltd., Westline Associates Limited, Buron Capital Corp., Moduls Business Inc., Annava Limited, Advanta Corporation, Logotreck Products Inc., Global Belotract Inc., Great Alliance Consultants Limited, and Mita Group Ltd., which may be related to unlawful activity, were obtained from the correspondent bank (Vol. 13, f. p. 81; Vol. 58, f. pp. 184–187).

On September 8, 2006, the FCIS under the MI of RL received information obtained by the Austrian Financial Intelligence Unit on August 31, 2006 on the fact that on August 30, 2006, large amounts of money were to be transferred from Moscow Business World Bank (MDM Bank) to the correspondent account of Moscow Commercial Bank Discount located at the Austrian bank under the FX Transaction. Since there was a suspicion that these funds were related to money laundering, MDM Bank has requested to have them blocked and returned. On August 29, 2006, an amount of 44.435 million U.S. Dollars was transferred into the account of the bank Discount. These funds, through 34 transactions carried out on August 30, 2006 from 09:06 to 13:03 Central European Time, were further transferred to a number of off-shore companies. Based on the data from the Austrian Financial Intelligence Unit, the law enforcement authorities of the Russian Federation are

conducting a pre-trial investigation into money laundering and tax evasion against Commercial Bank Discount Bank (Vol. 13, f. pp. 145–159).

On September 25, 2006, the FCIS under MI of RL informed that on September 8, 2006, Russian Federal Financial Monitoring Service initiated the Criminal Case No. 248089 against employees of Commercial Bank Discount Bank for offences, as provided for in the Article 173 (unlawful pursuit of financial activities) and Article 174 (unlawful legalisation of acquired funds) of the Criminal Code of the Russian Federation (Vol. 13, f. pp. 160–161).

On May 29, 2007, by the Letter No. 200-04-2933, AB Ūkio Bankas submitted copies of correspondence between itself and Vectrus Commerce Ltd., Machinery Trade S.A., Morrison Agencies Ltd., Korofalt Ventures Ltd., Westline Associates Limited, Buron Capital Corp., Moduls Business Inc., Annava Limited, Advanta Corporation, Logotreck Products Inc., Belotract Global Inc., Great Alliance Consultants Limited, and Mita Group Ltd. (Vol. 14, f p. 43–Vol. 20, f p. 11).

On December 12, 2006, by the Letter No. 25/10-13-6128, the FCIS under MI of RL further informed that the Vienna Regional Court is conducting an investigation into persons who are managers of monetary funds received from Bank Discount. Russian Financial Intelligence Unit is simultaneously conducting an investigation in order to further investigate the fictitious transaction between Bank Discount and Moscow Business World Bank, and determine which revenues generated by criminal offences have been transferred to Raiffeisen Bank Austria (Vol. 13, f p. 175–Vol. 14, f p. 41).

By the Kaunas Regional Prosecutor's Resolution dated September 6, 2006, a temporary restriction of ownership rights was established to funds transferred into the accounts of Mita Group Ltd., Morrison Agency Ltd., Belotract Global Inc., Korofalt Ventures Ltd., Moduls Business Inc., Vectrus Commerce Ltd., Logotreck Products Inc., Advanta Corporation, Machinery Trade S.A., Great Alliance Consultants Limited, Buron Capital Corp., Moduls Business Inc., and Westline Associates Limited at AB Ūkio Bankas (Vol. 47, f pp. 41–42). The property inventory dated September 6, 2006 established that in accordance with the Kaunas Regional Prosecutor's Resolution dated September 6, 2006, a temporary restriction of ownership rights was established at AB Ūkio Bankas to the following monetary funds: 1) to the amount of USD 500,000 of funds held in the account No. LT69 7010 0000 1960 3095 owned by GREAT ALLIANCE CONSULTANTS LIMITED (address of registration: 3/F, Jonsim Place, 228 Queen's Road East, Wanchai, Hong Kong, reg. on August 4, 2005 m., reg. No. 987556); 2) to the amount of USD 3,650,000 of funds held in the account No. LT41 7010 0000 1860 3335 owned by KOROFALT VENTURES LTD. (address of registration: P. O. Box 3321, Road Town, Tortola, British Virgin Islands, reg. on October 17, 2005, reg. No. 680999); 3) to the amount of USD 3,700,245.53 of funds held in the account No. LT68 70100000 2060 3959 owned by LOGOTRECK PRODUCTS INC. (address of registration: P. O. Box 3321, Road Town, Tortola, British Virgin Islands, reg. on January 3, 2006, reg. No. 1002090); 4) to the amounts of USD 708.95 and EUR 14.93 of funds held in the account No. LT43 7010 0000 1760 3280 owned by BELOTRACT GLOBAL INC. (address of registration: P. O. Box 3321, Road Town, Tortola, British Virgin Islands, reg. on September 7, 2005, reg. No. 675146); 5) to the amount of USD 1,300,273.97 of funds held in the account No. LT47 7010 0000 2060 3173 owned by ADVANTA CORPORATION (address of registration: P. O. Box 556 Main Street, Charlestown, Nevis, reg. on January 3, 2001, reg. No. C19076); 6) to the amounts of USD 11,065.89 and EUR 187,904.89 of funds held in the account No. LT39 7010 0000 1760 3280 owned by ANNAVA LIMITED (address of registration: Enterprise House, 82 Whitchurch Road, Cardiff, UK, reg. on January 27, 2006, reg. No. 5690354); 7) to the amounts of USD 178,444.16 USD and EUR 128,738.76 of funds held in the account No. LT68 7010 1960 3280 owned by MODULS BUSINESS INC. (address of registration: P. O. Box 3321, Road Town, British Virgin Islands, reg. on February 28, 2006, reg. No. 1013056);

- 8) to the amount of USD 500,000 USD of funds held in the account No. LT50 7010 0000 0960 3804 owned by BURON CAPITAL CORP. (address of registration: 35 Barrack Road, Third Floor, Belize City, Belize, reg. on October 15, 2004, reg. No. 36941);
- 9) to the amounts of USD 47,937.04 and EUR 1,562.66 EUR of funds held in the account No. LT08 7010 0000 1760 3180 owned by WESTLINE ASSOCIATES LIMITED (address of registration: Enterprise House, 82 Whitchurch Road, CF 14 3 LX, Cardiff, UK, reg. on November 11, 2005, reg. No. 5620569);
- 10) to the amounts of USD 1,988,149.25, EUR 765,101.68, and CHF 25,160.25 of funds held in the account No. LT65 7010 0000 1060 3701 owned by MACHINERY TRADE S.A. (address of registration: Drake Chambers, Tortola, British Virgin Islands, reg. on February 25, 2005, reg. No. 643901);
- 11) to the amount of USD 278.64 USD of funds held in the account No. LT46 7010 0000 1260 3989 owned by MORRISON AGENCY LTD. (address of registration: P. O. Box 3321, Road Town, Tortola, British Virgin Islands, reg. on March 3, 2005, reg. No. 644744);
- 12) to the amounts of USD 243,864.87 and EUR 4,518.80 of funds held in the account No. LT13 7010 0000 2060 3882 VECTRUS COMMERCE LTD. (address of registration: P. O. Box 3321, Road Town, Tortola, British Virgin Islands, reg. on February 28, 2006, reg. No. 1013059);
- 13) to the amount of USD 3,860,000 of funds held in the account No. LT50 7010 0000 1360 3114 owned by MITA GROUP LTD. (address of registration: P. O. Box 961, Road Town, Tortola, British Virgin Islands, reg. on November 8, 2004, reg. No. 622386) (Vol. 47, f. pp. 44–45).

Total funds to which the ownership right has been restricted: USD 15,980,968.30, EUR 1,087,841.72, and CHF 25,160.25 (a total of LTL 46,793,419.44) (Vol. 13, f. p. 122). In light of the fact that at the time of adoption of the Resolution dated September 6, 2006 intended to temporarily restrict ownership rights, the asset composition of persons, whose ownership right has been temporarily restricted, was unknown, by the Kaunas Regional Prosecutor's Resolution dated September 13, 2006 intended to temporarily restrict ownership rights, a supplementary Resolution to temporarily restrict ownership rights has been adopted (Vol. 47, f. pp. 49–51). These Resolutions have been translated into English, and on September 15, 2006 sent to the limited liability companies at the registered addresses thereof (Vol. 47, f. pp. 59–60). Letters sent thereto that have returned: Mita Group Ltd. (Vol. 47, f. p. 61).

By the Orders dated February 28, 2007 (Vol. 47, f. pp. 127–129), May 28, 2007 (Vol. 47, f. pp. 147–149), August 28, 2007 (Vol. 47, f. pp. 169–171), November 22, 2007 (Vol. 47, f. pp. 188–190), February 27, 2008 (Vol. 48, f. pp. 94–97), May 27, 2008 (Vol. 49, f. pp. 8–11), September 4, 2008 (Vol. 49, f. pp. 132–135), December 12, 2008 (Vol. 50, f. p. 42), March 4, 2009 (Vol. 50, f. pp. 90–93), June 4, 2009 (Vol. 50, f. pp. 101–104), and September 3, 2009 (Vol. 50, f. pp. 123–126), the Kaunas City District Court extended the restriction of ownership rights of Mita Group Ltd., Morrison Agency Ltd., Belotract Global Inc., Korofalt Ventures Ltd., Moduls Business Inc., Vectrus Commerce Ltd., Logotreck Products Inc., Advanta Corporation, Machinery Trade S.A., Great Alliance Consultants Limited, Buron Capital Corp., Annava Limited, and Westline Associates Limited to the funds held in the accounts thereof (Vol. 47, f. pp. 127–1291).

The Order dated February 28, 2007 has been translated and sent to the companies at the registered address thereof. Letters sent thereto that have returned: Machinery Trade S.A. (Vol. 47, f. p. 68), Morrison Agency Ltd. (Vol. 47, f. p. 75), Belotract Care, Inc. (Vol. 47, f. p. 82), Korofalt Ventures Ltd. (Vol. 47, f. p. 89), Moduls Business Inc. (Vol. 47, f. p. 96), Vectrus Commerce Ltd. (Vol. 47, f. p. 103), and Logotreck Products Inc. (Vol. 47, f. p. 110).

The Order dated November 11, 2007 has been translated into Russian and English languages, and sent to the registered office addresses indicated in the AB Ūkio Bankas's Client Questionnaires (Vol. 48, f. pp. 2–18). Letters sent thereto that have returned: Buron Capital Corp. (Vol. 48, f. p. 19), Machinery Trade S.A. (Vol. 48, f. p. 28), Belotract Global Inc. (Vol. 48, f. p. 37), Mita Goup Ltd. (Vol. 48, f. p. 46), Korofalt Ventures Ltd. (Vol. 48, f. p. 55), Advanta Corporation (Vol. 48, f. p. 64), Morrison Agency Ltd. (Vol. 48, f. p. 73), and Logotreck Products Inc. (Vol. 48, f. p. 82).

The Order dated February 27, 2008 has been translated into Russian and English languages, and sent to the registered office addresses indicated in the AB Ūkio Bankas's Client Questionnaires, however some letters have returned: Buron Capital Corp. (Vol. 48, f. p. 110), Belotract Global Inc. (Vol. 48, f. p. 120), Korofalt Ventures Ltd. (Vol. 48, f. p. 130), Machinery Trade S.A. (Vol. 48, f. p. 140), Mita Group Ltd. (Vol. 48, f. p. 150), Moduls Business Inc. (Vol. 48, f. p. 160), Morrison Agency Ltd (Vol. 48, f. p. 170), Logotreck Products Inc. (Vol. 48, f. p. 180), and Vectrus Commerce Ltd (Vol. 48, f. p. 190).

The Order dated May 27, 2008 has been translated into Russian and English languages, and sent to the registered office addresses indicated in the AB Ūkio Bankas's Client Questionnaires, however some letters have returned: Machinery Trade S.A. (Vol. 49, f. p. 26), Buron Capital Corp. (Vol. 49, f. p. 36), Logotreck Products Inc. (Vol. 49, f. p. 46), Morrison Agency Ltd (Vol. 49, f. p. 170), Belotract Global Inc. (Vol. 49, f. p. 120), Korofalt Ventures Ltd. (Vol. 49, f. p. 76), Mita Goup Ltd. (Vol. 49, f. p. 86), Great Alliance Consultants Limited (Vol. 49, f. p. 96), and Advanta Corporation (Vol. 49, f. p. 106).

The Order dated September 4, 2008 has been translated into Russian and English languages, and sent to the registered office addresses indicated in the AB Ūkio Bankas's Client Questionnaires, however some letters have returned: Buron Capital Corp. (Vol. 49, f. p. 149), Logotreck Products Inc. (Vol. 49, f. p. 159), Advanta Corporation (Vol. 49, f. p. 169), Belotract Global Inc. (Vol. 49, f. p. 179), Korofalt Ventures Ltd. (Vol. 49, f. p. 189), Machinery Trade S.A. (Vol. 49, f. p. 199), Mita Goup Ltd. (Vol. 50, f. p. 9), Moduls Business Inc. (Vol. 50, f. p. 19), and Morrison Agency Ltd (Vol. 50, f. p. 29).

The Order dated December 12, 2008 has been translated into Russian and English languages, and sent to known addresses, however some letters have returned: Advanta Corporation from the address of registration (Vol. 50, f. p. 55).

The Order dated March 4, 2009 has been translated into Russian and English languages, and sent to known addresses, however some letters have returned: Westline Associates Limited from the registered office address (Vol. 50, f p. 74), Mita Goup Ltd. from the address of registration (Vol. 50, f p. 108), Advanta Corporation from the address of registration (Vol. 50, f p. 144).

On October 15, 2009, the Resolution to abolish the temporary restriction of ownership rights to the following: USD 47,937.04 and EUR 1,562.66 held in the account No. LT08 7010 0000 1760 3180 opened on behalf of **WESTLINE ASSOCIATES LIMITED**, USD 278.64 held in the account No. LT46 7010 0000 1260 3989 opened on behalf of **MORRISON AGENCY LTD.**, and USD 708.95 and EUR 14.93 held in the account No. LT43 7010 0000 1760 3132 opened on behalf of **BELOTRACT GLOBAL INC.**, was adopted, since on August 31, 2009 the Kaunas City District Court ruled to satisfy the Application lodged by the Kaunas County State Tax Inspectorate (STI) to declare the property listed in the property registration acts No. 8 and No. 9 dated May 13, 2008 as ownerless, and transfer it to state ownership (Vol. 51, f pp. 58–59). On October 19, 2009, AB Ūkio Bankas informed that the Order of the Kaunas City District Court in a civil proceeding dated August 31, 2009 has been carried out, and the monies have been transferred to the STI's collection account No. LT24 7300 0101 1239 4300 located at the bank AB Swedbank (Vol. 51, f p. 60).

By the Orders dated December 3, 2009 (Vol. 50, f pp. 158–161), March 3, 2010 (Vol. 50, f pp. 167–170), June 3, 2010 (Vol. 50, f pp. 174–177), September 3, 2010 (Vol. 50, f pp. 185–188), December 3, 2010 (Vol. 50, f pp. 196–199), December 6, 2010 (Vol. 51, f p. 2), March 3, 2011 (Vol. 64, f pp. 16–22), June 3, 2011 (Vol. 64, f pp. 46–47), the Kaunas City District Court extended the restriction of ownership rights of Mita Group Ltd., Korofalt Ventures Ltd., Moduls Business Inc., Vectrus Commerce Ltd., Logotreck Products Inc., Advanta Corporation, Machinery Trade S.A., Great Alliance Consultants Limited, Buron Capital Corp., and Annava Limited to the funds held in the accounts thereof (Vol. 50, f pp. 158–161).

On May 22, 2007, the Prosecutor of the Division of Organisation of Pre-Trial Investigation of Grave Crimes of the Kaunas Regional Prosecutor's Office sent an invitation in Lithuanian, Russian, and English languages to the following: the Representative of Morrison Agency Ltd. Vladimir Bunakov, the Representative of Vectrus Commerce Ltd. Vladimir Shakhov, the Director of Machinery Trade SA Borys [redacted], the Representative of Westline Associates Limited Yury Filipov, the Representative of Buron

Capital Corp. Andrey Shishov, the Representative of Moduls Business Inc. Sergey Gorbachev, the Representative of Annava Limited Oksana Rostyashvili, the Representative of Advanta Corporation Yevgeny Demyanov, the Director of Belotract Global Inc. Yuliya Kosulnikova, the Director of Logotreck Products Inc. Tatyana Dudorova, the Director of Logotreck Korofalt Ventures Ltd. Irina Gauk, the Representative of Great Alliance Consultants Limited Vasily Khonchev, and the Director of Mita Group Ltd. Mikhail Rodionov at the addresses of registration of the companies (Vol. 52, f. p 167–Vol. 53, f. p 5). On May 25, 2007, analogous invitations were sent to the same persons at known addresses in the Russian Federation (Vol. 53, f. p 37). The invitations sent to the Director of Logotreck Products Inc. Tatyana Dudorova (Vol. 53, f. p 12) and the Representative of Buron Capital Corp. Andrey Shishov (Vol. 53, f. p. 26), have returned.

By the Order of the Kaunas City District Court dated October 24, 2006, a permission was given to carry out at the office of AB Ūkio Bankas the seizure of original documents for opening bank accounts of the companies Mita Group Ltd., Morrison Agency Ltd., Belotract Global Inc., Korofalt Ventures Ltd., Moduls Business Inc., Vectrus Commerce Ltd., Logotreck Products Inc., Advanta Corporation, Machinery Trade S.A., Great Alliance Consultants Limited, Buron Capital Corp., Moduls Business Inc., and Westline Associates Limited (Vol. 53, f. pp. 40–41). On October 27, 2006, the seizure was carried out (Vol. 53, f. pp. 42–190).

On February 11, 2008, in accordance with the Order of the Kaunas City District Court dated February 8, 2008, the seizure of the Bank Account Agreement No. 180-04/2032-01 dated March 20, 2006 and the Internet Banking Services Agreement concluded with Great Alliance Consultants Limited, was carried out (Vol. 23, f. pp. 70–81).

On November 28, 2006, the Lawyer Juozas Gaudutis submitted to the Kaunas Regional Prosecutor's Office copies of the Registration Certificates of Mita Group Ltd., Logotreck Products Inc., Advanta Corporation, Korofalt Ventures Ltd., Machinery Trade S.A., and Belotract Global Inc. (Vol. 57, f. pp. 165–166); the Contract No. 63 with Supplements dated July 4, 2006 and concluded between Logotreck Products Inc. and Fontana Invest Inc. Limited (Vol. 57, f. p. 199–Vol. 58, f. p. 11); the Contract No. 27 with Supplements dated June 26, 2006 and concluded between Machinery Trade S.A. and Fontana Invest Inc. Limited (Vol. 58, f. pp. 12–24); the Contract No. 39 with supplements dated June 27, 2006 and concluded between Mita Group Ltd. and Ennerdale Investments Limited (Vol. 58, f. pp. 25–36); the Contract No. 48 with Supplements dated June 27, 2006 and concluded between Advanta Corporation and Ennerdale Investments Limited (Vol. 58, f. pp. 37–48); the Contract No. 33 with Supplements dated June 30, 2006 and concluded between Korofalt Ventures Ltd. and Fontana Invest Inc. Limited (Vol. 58, f. pp. 49–61); the Contract No. 68 with Supplements dated July 3, 2006 and concluded between Belotract Global Inc. and Fontana Invest Inc. Limited (Vol. 58, f. pp. 74–62); the following Invoices of Mita Group Ltd.: No. 187 dated June 30, 2006, No. 193 dated July 3, 2006, No. 245 dated July 7, 2006, and No. 202 dated July 4, 2006 (Vol. 58, f. pp. 75–82); and the following Invoices of Machinery Trade S.A.: No. 203 dated July 3, 2006, No. 209 and No. 211 both dated July 4, 2006 (Vol. 58, f. pp. 83–88), as documents supporting transfers dated August 30, 2006 and August 31, 2006 into the accounts of Mita Group Ltd., Logotreck Products Inc., Advanta Corporation, Korofalt Ventures Ltd., Machinery Trade S.A., and Belotract Global Inc. located at AB Ūkio Bankas.

On December 5, 2006, the Specification No. 1 to the Contract No. 68 dated July 3, 2006, and the Additional Agreement No. 1 dated August 15, 2006 to the Contract No. 68 dated July 3, 2006 were examined, the following original documents were seized from AB Ūkio Bankas by the Seizure Protocol dated October 27, 2006: the Application for Opening an Account of Belotract Global Inc., the Signature and Seal Card of Belotract Global Inc., the Bank Account Agreement No. 180-041/969-01 dated February 21, 2006, the Internet Banking Services Contract No. 180-041/969-02 dated February 21, 2006 with Supplements No. 1 and No. 2, in the presence of the Expert D. Suslavičius of the Criminal Investigation Division (CID) of the Criminal Police (CP) of the Kaunas City Police Headquarters (PHQ), who concluded that both general and specific individual characteristics of the signatures differ, i.e. movement form, direction, prolongation, connection type and form. The determined differences lead to likely conclusion that the signatures made in

Yuliya Kosulnikova's name and contained in the original documents submitted by Juozas Gaudutis (the Specification No. 1 to the Contract No. 68 dated July 3, 2006, and the Additional Agreement No. 1 dated August 15, 2006 to the Contract No. 68 dated July 3, 2006) and the signatures contained in the original documents seized from AB Ūkio Bankas by the Seizure Protocols dated October 27 2006 (the Application for Opening an Account of Belotract Global Inc., the Signature and Seal Card of Belotract Global Inc., the Bank Account Agreement No. 180-041/969-01 dated February 21, 2006, the Internet Banking Services Contract No. 180-041/969-02 with Supplements No. 1 and No. 2), have been made by different persons. Categorical answer to the question can be made upon carrying out the examination of handwriting (Vol. 58, f. pp. 90–92).

Since the inspection of belongings was carried out on December 5, 2006 in order to determine the elements of criminal offences, as provided for in the Art. 300, Part 1 of the Criminal Code of the Republic of Lithuania, a pre-trial investigation into document forgery or disposition of a forged document was initiated on December 5, 2006 (Vol. 1, f. p. 2).

On December 8, 2006, the Task No. 8-2/1152 was written and sent in order to carry out examination of handwritten records and signatures contained in the original documents for opening bank accounts of the limited liability companies at AB Ūkio Bankas, and contracts, product specifications, additional agreements of Mita Group Ltd., Logotreck Products Inc., Advanta Corporation, Korofalt Ventures Ltd., Machinery Trade S.A., and Belotract Global Inc., submitted by J. Gaudutis (Vol. 58, f. pp. 96–97).

On December 12, 2006, the Kaunas Regional Prosecutor's Office received J. Gaudutis's Application, and supplements were submitted: the Powers of Attorney written by the Director of Belotract Inc. Yuliya Kosulnikova, the Director of Advanta Corporation Yevgeny Demyanov, the Director of Mita Group Ltd. Mikhail Rodionov, the Director of Logotreck Products Tatyana Dudorova, and the Director of Korofalt Ventures Ltd. Irina Gauk to represent thereof in Lithuania for the Director of Machinery Trade S.A. Borys Balenko, as well as the Power of Attorney written by Director of Machinery Trade S.A. Borys Balenko for Juozas Gaudutis to represent the company Machinery Trade S.A. in Lithuania (Vol. 53, f. pp. 192–197), and translations thereof (Vol. 58, f. pp. 128–133). The Task No. 8/2-1152 designated on December 8, 2006 has been supplemented with the Task No. 8-1/1179 dated December 27, 2006 by supplementing the examined document list with the Powers of Attorney submitted by J. Gaudutis (Vol. 58, f. pp. 99–100).

On December 27, 2006, the Lawyer J. Gaudutis submitted to the repeated Application a letter written by the company Ennerdale Investments Limited stating that the transfer of USD 3,480,000 to the company Advanta Corporation was an advance partial payment in accordance with the Contract No. 48 dated June 27, 2006 (Vol. 53, f. p. 200), and letter written by the company Fontana Invest Inc. Limited explaining that USD 3,278,583.15 has been transferred to the company Machinery Trade S.A. as an advance partial payment in accordance with the Contract No. 27 dated June 27, 2006 (Vol. 54, f. p. 2), and USD 3,700,000 — to the company Belotract Global Inc. as an advance partial payment in accordance with the Contract No. 68 dated July 3, 2006 (Vol. 54, f. p. 3). On January 25, 2007, the Lawyer J. Gaudutis submitted to the Kaunas Regional Prosecutor's Office letter by Ennerdale Investments Limited dated December 15, 2006 on money transfer to Mita Group Ltd. and letter by Fontana Invest Inc. Limited dated December 15, 2006 on money transfer to Korofalt Ventures Ltd. (Vol. 58, f. pp. 135–136).

The Task No. 8/2-1152 designated on December 8, 2006 has been supplemented with the Task No. 8-2/24 dated January 10, 2007 and Task No. 8-2/121 dated February 6, 2007 by supplementing the examined document list with the Powers of Attorney submitted by J. Gaudutis (Vol. 58, f. pp. 102, 105).

The Expert's Report No. 11-3568 (06), 11-3 (07), 11-164 (07), 11-458 (07) dated February 28, 2007 states that the Invoices No. 209 and No. 211 both dated July 4, 2006, and No. 203 dated July 3, 2006 of Machinery Trade S.A., the Power of Attorney dated November 20, 2006 of Machinery Trade S. A., the Specification No. 1 dated June 26, 2006 to the Contract No. 27 dated June 26, 2006, the Additional Agreement No. 1 dated August 10, 2008 to the Contract No. 27 dated June 26, 2006, with "B. Balenko" written over the printed text, the Application for Opening an Account dated March 25, 2005 submitted by Machinery Trade S.A. to AB Ūkio Bankas, the Bank Account Agreement, the Internet Banking Services

Agreement, and the Supplements to the Agreement have been signed in B. Balenko's name by one person, but on March 3, 2005, the AB Ūkio Bankas's Seal Card of Machinery Trade S.A. was not signed by the same person who signed in B. Balenko's name other documents under examination (Vol. 58, f. pp. 107–120).

The Supplements to the Powers of Attorney dated December 1, 2006 and October 10, 2006 to the Legal Assistance Contract with the law firm Miškinis, Kvainauskas ir Partneriai have been submitted to the Kaunas Regional Prosecutor's Office (Vol. 54, f. pp. 5–12). On January 15, 2004, the Task No. 8-2/43 was designated in order to carry out the investigation of the objects (Vol. 58, f. p. 122). On January 15, 2007, the Expert's Report No. IS1-74 was received which states that the second page of the copy of the Supplement to the Powers of Attorney dated December 1, 2006 to the Legal Assistance Contract with the law firm Miškinis, Kvainauskas ir Partneriai has been made from the second page of the Supplement to the Powers of Attorney dated October 10, 2006 to the Legal Assistance Contract with the law firm Miškinis, Kvainauskas ir Partneriai (Vol. 58, f. pp. 124–126).

On March 9, 2007, the Lawyer J. Gaudutis submitted to the Kaunas Regional Prosecutor's Office the Applications written by Demyanov Yevgeny Gennadyevich, Dudorova Tatyana Antonovna, Balenko Borys, Rodionov Mikhail Nikolayevich dated March 5, 2007, as well as the Application written by Irina Gauk in English language with its translation into Russian language (Vol. 58, f. pp. 146–151). On March 20, 2007, the task was designated for the Expert of the FID of FP of the Kaunas City PH in order to carry out an examination of records and signatures, in accordance to which the Expert's Report No. IS1-420 was submitted on February 23, 2007 which states that handwritten entry in the Application lodged on behalf of Demyanov J. G. has been recorded and signed by one and the same person. Handwritten texts in the Applications lodged on behalf of Demyanov J. G. and Rodionov. M. N. have been written by one and the same person (Vol. 58, f. pp. 153–158).

On July 25, 2008, the Lawyer I. Dobilas submitted to the Kaunas Regional Prosecutor's Office a copy of the Power of Attorney for Khorol Yury dated March 5, 2007 signed in E. Demyanov's name which is different from an analogous copies of the Power of Attorney submitted by I. Dobilas on June 2, 2008 to the complaint on the Judge of the Kaunas City District Court dated May 20, 2008 who performed the functions of investigating judge. No stamp of Advanta Corporation was on a copy submitted to the Kaunas City District Court, and three stamps of the Notary Ratyani could be seen thereon. This copy submitted to the Kaunas City District Court has been certified by the Lawyer I. Dobilas with the stamp "Genuine copy of non-original document". The copy submitted to the Kaunas Regional Prosecutor's Office on July 25, 2008 bears the stamp of Advanta Corporation, only one stamp of the Notary Ratyani (copy) can be seen, and the copy is certified with two original stamps of the Notary Arbikova. On July 29, 2008, the task was written to examine the objects, and the Expert's Report No. 20-ISI-1575 dated July 30, 2008 found that the examined stamps of the Notary Ratyani, as well as the entry "2" thereon and the signature, copies of which can be seen both on the copy of the Power of Attorney submitted to the Kaunas Regional Prosecutor's Office and the copy thereof submitted to the Kaunas City District Court, are identical. Thereby, copy certified by the Notary Ratyani has been changed, and such document has been submitted for certification to another notary (Vol. 58, f. pp. 164, 172, 175–182).

On January 7, 2008, the Application was received from the Kaunas Regional Prosecutor's Office lodged by Yuri Khorol on behalf of the companies Mita Group Ltd., Logotreck Products Inc., Advanta Corporation, Korofalt Ventures Ltd., Machinery Trade S.A., and Belotract Global Inc. to abolish the restriction of ownership rights thereof, alongside which uncertified copies of documents were submitted, including: the Invoice of Logotreck Products Inc. (name indicated incorrectly in the form) to Fontana Invest Inc. in accordance with the Contract No. 63 dated July 4, 2006, the Invoice No. G23-434 of Advanta Corporation dated August 25, 2006 to Ennerdale Investments Limited, the Invoice number No. 12c-23 of Korofalt Ventures Ltd. dated August 24, 2006 to Fontana Invest Inc. Limited, the Invoice of Belotract Global Inc. dated August 25, 2006 to company Fontana Invest Inc. under Contract No. 68 dated March 7, 2006, the Resolution of the Director of Korofalt Ventures Ltd. dated October 22, 2007 to appoint Aleksey

Aleksandrovich Kakovkin as the Director, the Resolution of the Director of Belotract Global Inc. dated October 22, 2007 to appoint Sergey Komnatny as the Director (Vol. 59, f. pp. 51–65).

Witnesses

On January 23, 2007, the Director of the Information Technologies Department of AB Ūkio Bankas **Valdas Bartkus** was interviewed as a witness, and claimed that consumers can connect to the Internet Banking System ETA Bankas via the Internet. Since February 2004, the bank has installed a newer version thereof. Until then, it had been recording external IP addresses of users who logged into ETA Bankas. Upon the introduction of a new system, due to improved firewall, increased security, and thusly resulting complexity in associating external IP addresses (client's) with the ETA Bankas system, the bank ceased storing users' IP addresses in ETA Bankas system. Currently users' external addresses are recorded and stored in the firewall, whose function is performed by a separate server. It calls the bank's core server which has ETA Bankas system installed. However, the IP address transmitted by the firewall to this server is always the same (firewall's). This server collects data on users and their access to ETA Bankas system (login and logout time, user name, and the like). Data from the firewall and internal server can be associated by timestamp, but a problem may occur due to possible discrepancy of the exact time of both servers (Vol. 62, f pp. 72).

On February 14, 2007, the Deputy Director of Joint Venture UAB Sofralita **Rimvydas Blažaitis** was interviewed as a witness, and claimed that UAB Sofralita is engaged in sale of second-hand and new but defective clothing, and processing of second-hand textile — it manufactures industrial wipers. The company advertises itself on the Internet, and promotes itself in the advertising catalogue "Abonent navigator", which is distributed in Russia and Northern Europe. In 2005, a person called, introducing himself as a representative of OOO Karat, and offered to buy clothes. They faxed the standard contract No. 01/04/05/02 dated March 10, 2005, it was satisfactory to them, and they faxed it signed. He claims that when trading with Russia he ships the goods only upon reception of full payment. The signee had not arrived; he was interacting with the manager Živilė Badaitytė; he promised to come to Lithuania that year in March. He has no knowledge of his telephone number, because whenever he called, his mobile telephone number was hidden, with the words "private number" displayed instead. He called to tell what he desired — clothes sorted depending on the season, separately sorted children's clothes, shoes, and the like. Everything was sold in kilograms, the price and quantity were negotiated. OOO Karat has never paid for the goods itself, with off-shore companies paying on behalf thereof. The representative thereof told which company would pay for the goods, and that only upon reception of full payment they shipped the goods. The OOO Karat's goods were shipped on the following dates: January 16, 2006, February 15, 2006, March 2, 2006, March 21, 2006, March 31, 2006, April 14, 2006, May 12, 2006, May 31, 2006, June 15, 2006, August 11, 2006, October 6, 2006, December 19, 2006. In 2006, sales were conducted in Euros, and purchases sometimes in Pounds Sterling. The goods shipped to OOO Karat were paid for twice by Mita Group Ltd.: LTL 517,920.00 (at the accounting rate) on June 12, 2006, and LTL 398,798.40 (at the accounting rate) on August 22, 2006. Indeco Engineering Limited paid LTL 397,072.00 (at the accounting rate) on August 16, 2006 for OOO Karat's goods. He claims that he has no further knowledge about these off-shore companies. He always requested Russian purchasers to transfer more money than is needed to buy goods because when they need to purchase new ones they become more expensive. At the end of the month, the shipments are offset with the advance payments. There is an employee at UAB Sofralita, Sejerina Kriauciūnienė, whose duties include customs declaration. She places all goods under the customs procedures (Vol. 29, f. pp. 43).

On February 12, 2007, the Director of R. Bagočiūnas's firm IĮ Raibė **Raimondas Bagočiūnas** was interviewed as a witness, and claimed that his company had started manufacturing wooden windows since 1998. Window manufacturing takes place at workshops located at Vilnius, Platiniškių Street. The company's activities are advertised in catalogues; the company has a web site www.raibe.lt. At the end of 2004, the representatives of OOO Pik Real sent them an offer to manufacture windows, and asked to calculate the cost

of said windows. As there are a few orders at the end of a year, they cut their profits in order to have more orders and they were satisfied with the prices. On April 11, 2005, two Russians came to him, introducing themselves as Representatives of OOO Pik Real: Shashkov Vladimir and Sotnikov Aleksandr. On behalf of R. Bagočiūnas's firm IĮ Raibė, he signed the Contract No. 226 dtd with OOO Pik Real on the manufacture of windows for the amount of LTL 146,349.25. After a few days, they transferred an advance payment, but the payment orders came not from the company OOO Pik Real; the money was transferred by some sort of off-shore company. R. Bagočiūnas claims that he inquired them about the payment, and they said that everything was fine, the payment would be made by an off-shore company. They told to place goods under the customs procedures through UAB Vingės Terminalas. Then on May 25, 2005, he on behalf of the company concluded a contract with UAB Vingės Terminalas on the provision of customs brokerage services. He communicated with V. Shashkov and A. Sotnikov by telephone. Last time he has spoken with them on telephone was about 4–5 months ago. Their telephone numbers in Moscow are: +79263041494, +79264485098, and +79263911846. Contacting them was quite difficult — often their telephones were turned off, so usually they themselves were the ones who called. Upon manufacturing the goods, he called them or they themselves made inquiries and told to contact UAB Vingės Terminalas's employees. After the contact with them had been made, they specified what company to enter as a purchaser in the Invoice and the Bill of Lading. As far as he recalls, it was Balton Investments LLC. UAB Vingės Terminalas itself usually delivered the goods into the customs terminal. There was no charge for this service provided by UAB Vingės Terminalas. He verified that the export procedure was arranged in order to take back declaration bearing the stamp "exported" from UAB Vingės Terminalas. In a similar manner, the following contracts were concluded with the companies represented by V. Shashkov and A. Sotnikov: No. 227 dtd dated July 4, 2005, No. 051108 dtd dated November 8, 2005, No. 228 dtd dated July 29, 2005, No. 050929 dtd dated September 29, 2005, and No. 051005 dtd dated October 5, 2005, as well as the manufactured goods were shipped. The goods were paid for by various off-shore companies. Currently, a debt remains for manufactured goods. On August 23, 2006, the limited liability company Westline Associates Limited transferred USD 2,3115 to his company not in accordance with a specific contract, but as a part of advance payment or debt coverage (Vol. 29, f. pp. 148).

On February 7, 2007, the Transportation Manager of UAB Salovė **Bogdan Albert** was interviewed as a witness, and claimed that UAB Salovė had been providing services to the company Great Alliance Consultants Limited since approximately February 2006. During 2006, it has provided the transport services hereto for about 15 times. UAB Salovė advertises services it provides on these websites: www.cargo.lt, www.cargo.lv, www.cargo.ru. Around February 2006, a person called, and introduced himself as Vladimir, the Representative of the company BIO (and later based on the CMR, he realised that he was also of OOO Berkon as well), the Internet address of which is: www.bioshop.ru. He requested to provide transportation services: to transport a load from Italy to Moscow. He sent an order, and was inquired about the payment. He provided the price, and agreed that payment would be made until the load reaches Moscow. Upon collecting the load in Italy and arriving to Lithuania, A. Bogdan sent a scanned invoice via e-mail, and by the time the driver reached Moscow, they had paid him for the load. For the first time, he inquired to whom issue the invoice, and then he received details of the company Great Alliance Consultants Limited. In all cases, the orders were submitted by said Vladimir, and the invoices were paid by Great Alliance Consultants Limited. He has been calling the telephone number provided in the orders, but failed to contact Vladimir directly — it might have been that he had provided company's stationary telephone number. If someone responded at this number, he requested them to switch to Vladimir. Sometimes they did switch, and sometimes Vladimir later contacted him from another telephone whose number was Lithuanian. When asked whether he was in Lithuania, he answered that due to connections the Lithuanian mobile operator number might be displayed. He usually contacted Vladimir via e-mail at the address client07@mail.ru. The load was always of one type — equipment. In the thirtieth week of 2006, he received an order from Vladimir to transport a load of 13 cubic metres in volume and 2,000 kg in weight from the company Simag S.P.A., a load of 34 cubic metres in

volume and 4,280 kg in weight from the company Elettrobar, and a load from the warehouse located in Grantorto town (Prov. of Padua). On August 1, 2006, the driver taking the vehicle Gov. No. PVZ101 with trailer Gov. No. OV765, went to Italy, and on August 1, 2006, loaded the loads in accordance with the CMR No. 0009086, 0009085, and 0009084. With these loads, the driver Česlovas Sidorovičius arrived at the Kaunas customs warehouses located at Taikos Ave., Kaunas, AD Verbum, and placed goods under the customs procedures, issued a new CMR No. 0009087, and opened the TIR CARNET. On August 4, 2006, these loads went to Moscow via the Republic of Latvia. On August 11, 2006, these loads arrived at the Moscow customs. After customs clearance, the loads were delivered to the recipient OOO Wood Stock. In thirty-first week of 2006, he received an order from Vladimir to transport a load of 70 cubic metres in volume and 9,600 kg in weight from Fimar S.P.A., and a load of 15 cubic metres in volume and 2,631 kg in weight from Forcar S.R.L. On August 2, 2006, the driver Valerij Makutunovič loaded said loads into the vehicle Gov. No. RVY796 and trailer Gov. No. NV222 in Italy, and issued a CMR No. 0009315, and 0009314. With these loads, he arrived on August 5, 2006 at AD Verbum customs warehouses located in Kaunas, where he placed the loads under the customs procedures, issued a new CMR No. 0009316, and opened the TIR CARNET. On August 7, 2006, these loads went from Kaunas and via the Republic of Latvia arrived at the Moscow customs, from which on August 15, 2006 they were delivered to the recipient. For each shipment UAB Salovė received EUR 4,550. In the thirtieth week of 2006, he received an order from Vladimir to transport a load of 18 cubic metres in volume and 1,600 kg in weight from the warehouses of the companies located in Grantorto town (Prov. of Padua): goods of 12.5 cubic metres in volume and 1,950 kg in weight from Eurotec Riga, goods of 11 cubic meters in volume and 1,000 kg in weight from Kenwood, goods of 1 cubic metre in volume and 140 kg in weight from Afinox, goods of 1.1 cubic metres in volume and 97 kg in weight from Rollmatic, as well as goods of 30 cubic metres in volume and 3,950 kg in weight from the company Garbin S.A.S di Garbin Giorgio & C. On July 25–27, 2006, the driver Aleksėjus Liaščiukas taking the vehicle Gov. No. RVY802 and trailer Gov. No. NV224 loaded said loads, issued CMRs No. 0007372, 0007371, and 0007370, took CMR No. 7145, CMR without number dated July 20, 2006, and customs declarations, and on July 31, 2006, arrived at AD Verbum customs warehouses located in Kaunas, where he placed the goods under the customs procedures, and on July 31, 2006 issued CMR No. 0007373, opened the TIR CARNET, and via the Republic of Latvia went to the Moscow customs. On August 4, 2006, he arrived at the customs and after placing the goods under the customs procedures, they were delivered to the recipient. For this shipment company Salovė received EUR 4,550, and additionally was requested to pay EUR 400 (EUR 100 per day) for previous shipment downtime. There were no issues with Great Alliance Consult Limited with the settlement of the services rendered (Vol. 30, f. pp. 26–27).

On March 23, 2007, **Yuri Khorol** was interviewed as a witness, and claimed that he represented the companies Machinery Trade S.A., Product Logotreck Inc., Mita Group Ltd., and Advanta Corporation at the request of the Directors thereof, by virtue of having the Powers of Attorney certified by the Notary. He intends to represent two more companies, but currently does not have the Powers of Attorney. He came to Lithuania in order to request documents which are required by the lawyers of these companies in Vienna to bring a case before the court in Austria for indemnification of damages resulting from actions of the bank Raiffeisen Zentralbank Oesterreich AG. Due to this bank's doubtful demands, the funds of the companies located at Ūkio Bankas have been blocked. He claims to be familiar with the Instruments of Incorporation of the represented companies, the copies of SWIFT messages on the transfer of funds to the accounts of Machinery Trade S.A., Product Logotreck Inc., Mita Group Ltd., and Advanta Corporation located at Ūkio Bankas, the copies of messages in accordance with the bank-to-client system, which the companies received from the Ūkio Bankas and were notified of the arrest of the funds held in bank accounts, and with the bank messages on the Prosecutor's Resolution to restrict the ownership rights of the companies. The bank Raiffeisen Zentralbank Oesterreich AG wrote a letter to Ūkio Bankas requesting to arrest the monies, as there was a suspicion of money laundering. The bank Raiffeisen Zentralbank Oesterreich AG did not provide any evidence or additional data. He formed an opinion that the bank Raiffeisen Zentralbank Oesterreich AG had

transferred the money, and then sent the letters to arrest them. One of the amounts transferred to the company Mita Group Ltd. was arrested by the bank Raiffeisen Zentralbank Oesterreich AG in its correspondent bank account for about 24 hours, and when the company's account located at Ūkio Bankas was credited with the funds, Ūkio Bankas immediately informed Mita Group Ltd. of the restriction of the funds in the account. In his and lawyers' engaged in the case view, the bank Raiffeisen Zentralbank Oesterreich AG had no basis to arrest the money, so it sent the monies to Ūkio Bankas without arresting them, following the client's instructions. In Lawyer J. Gaudutis's words, the bank Raiffeisen Zentralbank Oesterreich AG does not respond to the investigation inquiries. The Directors of the represented companies told him by that they sent letters to the bank Raiffeisen Zentralbank Oesterreich AG requesting to explain the situation, but received no response, and the bank does not communicate in writing for more than half a year. The companies which he represents are operating for a long time with a large turnover; they trade with companies Panasonic, Sony, Hitachi, Microsoft, LG. The represented companies have nothing to do with money laundering. He formed such an opinion on the basis of the nature of companies' activities, and from copies of the SWIFT messages, as well as copies of the contracts. He is aware that the contracts, in accordance with which payments were made, have been sent to Ūkio Bankas via the fax. This was told to him by the Directors of the represented companies. He himself have seen all copies of the contracts of the represented companies at the office of the company Mita Group Ltd., which is located at 5 Donskoy Proyezd, Dom 21, Moscow. He claims that he met with B. Balenko and M. Rodionov at this office on November–December 2006. He personally knows Mikhail Rodionov well. He knows him before he became the Director of the company Mita Group Ltd. He lives in Moscow, at the address indicated in the Power of Attorney. He was asked by Rodionov Mikhail to go to Lithuania in order to find out the circumstances of the case, and, if possible, to meet with the investigating officers and find out under what the grounds the funds were arrested. He does not know whence and for how long the Directors of the represented companies had known each other. He is aware that on March 5, 2007, all persons indicated in the Power of Attorney — Demyanov Yevgeny, Rodionov Mikhail, Dudorova Tatyana, Balenko Borys, and he met at the notary's office located at Moscow, Shcholkovskoye Shosse, house No., it seems, 21. He maintains relations with all persons who signed the Powers of Attorney through Rodionov. He claimed that he would shortly respond in writing to the question what are the contact telephone numbers of the persons represented. The reason why the companies opened accounts at Ūkio Bankas located in the Republic of Lithuania, is unknown to him. He has no knowledge of whether these companies were engaged in any activities in Lithuania. In his and lawyers' engaged in this case view, the arrest of the funds held in accounts located at Ūkio Bankas is unfounded, since by initiating this situation, the bank Raiffeisen Zentralbank Oesterreich AG provided no evidence or suspicion on money laundering to none of the parties involved, except for doubtful one-time SWIFT messages to Ūkio Bankas on the return of the monies (Vol. 62, f. pp. 73–74).

On December 4, 2007, **Rodionov Mikhail Nikolayevich** was interviewed as a witness on his own possible commission of a criminal offence. He claimed that he is the Director General of the company Mita Group registered in the British Virgin Islands, 961 Road Town, Tortola. The company Ennerdale is a counterparty thereof. It is headed by Vernovsky Aleksey. He concluded a contract with him on the supply of canned meat, and he transferred them the amount as provided for in the contract. The company's office is located in Khimki town near Moscow, Zagorodnoye Shosse, house 7A, 505 office — 515. There are *legible digit/* rooms in this office, and about 40 people employed, including accountants, managers, and other service personnel. He heads this collective. He personally signs the contracts. Rodionov M. N. claims that he has personally met with Aleksey Vernovsky, and contacted him by telephone. He has met him through mutual acquaintances. They met at the company Mita Group's office in Khimki. Both he and Vernovsky signed the contract. Only he can use Mita Group's seal, and he personally confirmed the contract with the seal. Vernovsky had the company seal on him; he put the seal in his presence. He has got Vernovsky's telephone number in another mobile telephone; he does not have on him at the moment. He uses several mobile telephones. In this contract, Mita Group was a seller, and Ennerdale was a purchaser. They work under the

following principle: the company Mita Group acts as a broker in trading operations. In accordance with the contract, it had to deliver canned meat to Ennerdale. Rodionov M. N. received only a part of the money in accordance with the contract. He bought some canned meat, and delivered it to Ennerdale. He declined to tell from whom he bought the canned meat on the grounds that it is a commercial secret. He has contracts concluded with logistics companies, which are about 20. He has no knowledge of the names thereof, because specific Mita Group's employees were engaged in this activity. Rodionov M. N. claims that the company has a terminal located in Khimki town, Novoschodninskoye Shosse, estate 5. He rents facilities in this terminal. He also has rented office facilities, as far as he recalls, since the end of 2005. His candidacy was proposed to Mita Group's shareholders by mutual acquaintances. He had a meeting with the shareholders in Russia, at the Hotel Baltshug's lobby. At least 5 people were present at the shareholder meeting. He located the office facilities by himself. Some employees were selected by him, some were recommended by the shareholders. All employees carry out work with the employment record books. The company operates on the shareholders' funds. Their company owns only one account located at Ūkio Bankas. After restriction of use of the funds held in the accounts, they are only engaged in minor activities due to lack of the working capital. They delivered a part of the canned meat to the company Ennerdale, but he cannot specify what part that was. The other part of the canned meat is currently stored in the warehouse located in Khimki. Ennerdale has no claims against them, but he cannot specify why is that. Ennerdale is a permanent partner of theirs. They made an internal agreement on the solution to this situation, and this agreement does not provide for bringing a case before the court. The surname Orekhov does not say anything to him; he has no recollection of the company Indeco. The name of the company Korofalt Ventures LTD. does not remind him of anything at the moment; he has no recollection of the companies Logotreck Products Inc., Belotract Global Inc., Advanta Corporation, and Machinery Trade S.A. The surname Yuliya Kosulnikova does not say anything to him; he has not heard of the names and surnames Irina Gauk, Tatyana Dudorova, Yevgeny Demyanov, Borys Balenko. He personally went to the bank Discount, and learned that the bank's license had been abolished. Ennerdale had an account at the bank Discount (Vol. 62, f. pp. 123–125). On December 5, 2007, Rodionov M. N., additionally interviewed as a witness about his own possible commission of a criminal offence, claimed that the last time he had met with Aleksey Vernovsky was at the beginning of 2007 in the centre of Moscow. He would provide Vernovsky's telephone number, unless it has changed. They have a fax at their office, but he has no recollection of its number. He used to meet with A. Vernovsky either at the office in Khimki or in various places in the city of Moscow. He has never been to A. Vernovsky's office; he does not know where it is located. He used to meet with A. Vernovsky as with a head of the company Ennerdale. He is not aware of his exact duties, but he signed the contracts in his presence, and placed Ennerdale's seal. He searched for business partners through mutual acquaintances. He used to meet with other business partners in an informal environment — at cafés, restaurants, matches, the office in Khimki. He claims that he personally visited the business partners in various cities of Russia. It was the first time he has been to Lithuania; he has been to England in 2006 on a business trip. Zinaida Veksler works as Mita Group's accountant; he has no knowledge of her home address. She was proposed for employment by someone of the founders. About 10 accountants work at the company, with Yelena as the senior accountant, who left the job one year ago. He is the Director General of Mita Group; he does not have a deputy. One head is enough for Mita Group. There is no Deputy for Commerce as well. All contracts are concluded by him, and only he has the seal on him. The contracts are prepared by the managers. The managers were Nikolay, Aleksandr, and Sergey; their surnames are unknown to him. Their Head of the Personnel Department Alefina Sergeyevna, possibly Nikonenko or Nikonova, left the job at the beginning of 2007. Currently nobody handles personnel matters; the company does not operate in practice. Currently the accountant is, her name possibly being, Olga; he has no knowledge of her surname. He has been the Director General of Mita Group since November 2004; Olga was employed in 2006 by him; he has no recollection of her surname. The secretaries had the documents; no secretaries are currently there; the documents are likely to be in the office; he did not check that. The office has a safe, where his personal belongings are stored; no documents are there. They have not got any persons responsible for the document

storage. They provide data for taxation. Amongst the founders, with whom he has met, there were no foreigners, in his opinion; in either case, they all spoke Russian. They delivered the canned meat to the company Ennerdale at the address provided by the company, commissioning a transportation company of which he has no recollection. Mita Group paid for transportation services. Their company has only one account; this account is located at Ūkio Bankas. The transportation company was paid in cashless money. The transfer was made by the Accounting Department. Transfers are done by the Accounting Department; he only provides with the codes. Decent people work at the Accounting Department; no issues with money transfers has occurred so far. The code table is at his disposal, stored in the safe. He gives instructions for each transfer; transfers are not made without his knowledge. Rodionov M. N. claimed that he had another foreign passport on him. There are two kinds of passports in use in Russia — one for use inside Russia, the other — for foreign travel. In 2006, he had another foreign passport, as the old one had run out of place for visas. He has been several times to the Czech Republic, and once or twice to England. He left the old foreign passport at the Department of Internal Affairs; when replacing a foreign passport, the old one does not remain with the person. His passport is at his home in the Russian Federation. He speaks only Russian and some English. If slowly, he can speak English. He signed the contract with Ennerdale in Khimki. The copy of the contract dated June 27, 2006 shown to him bears his signature and Mita Group's seal; he is familiar with A. Vernovsky's signature to the extent he has seen it; Vernovsky signed the contract in his presence. He signed two copies of the contract, one for Mita Group, and another for Ennerdale. Mita Group's copy should be kept in the office, as it is unfulfilled; A. Vernovsky took his copy with himself. A search in Mita Group's office was not done; there was no fire or theft. The key documents, such as unfulfilled contracts, should be in the office. The contract was made in English language due to the fact that it was concluded between off-shore companies; he spoke with A. Vernovsky in Russian. As far as he recalls, there was a translation of this contract into Russian language. The contract was compiled, and the translation taken care of by a jurist named Yura, who does not work at the moment; he left the job at the beginning of 2007. Currently, there are still about 5 employees left; they work on a flexible schedule. Yura has been with him to London; he was there under a private call; there was a meeting with A. Vernovsky. London was indicated as a place of conclusion of the contract, as the contract was discussed there, even though it was signed in the Russian Federation. He has no knowledge of what Incoterms's conditions to ESW mean; he claims that the contract was made by the jurist. He had got agreements with logistics companies; has no recollection of their names. He concluded contracts with logistics companies, but has no recollection of their names. Because he had contracts with logistics companies, the goods were delivered to Ennerdale at the address in the Russian Federation provided by this company. In accordance with the contract, money had to be transferred first, and after that the goods would be delivered. The canned meat was bought in Russia for money borrowed on credit by him personally. He would not tell from whom he borrowed the money on credit; it was not a very big amount. The canned meat was bought for money borrowed on credit by him personally; it was delivered to the company Ennerdale at the address in the Russian Federation provided by the company. Yesterday, he indicated that there was canned meat stored in warehouse; it was not intended for the company Ennerdale; it might be remains from other contracts. These remains are not significant, since the company's position is not good. Mita Group did not deliver the canned meat to Helsinki, as it did not want to deal with customs. He claimed that had they received the full amount they would have delivered it through logistics companies. In order to fulfil part of their obligations and not have to deal with customs, they bought goods in the Russian market, and lost profit. In accordance with the Contract No. 39, USD 49,000,000 were transferred from the account owned by Ennerdale; he has no recollection of where they were used, as a year of time has passed. He has no recollection of why the canned meat was not bought for said USD 49,000,000 in China, as a year of time has passed. He claimed that he smokes, and whenever there is a possibility that is not detrimental to work, he smokes, so he cannot recall everything. Neither Mita Group nor Ennerdale have brought any case before the court; the agreement to apply to international arbitration in Stockholm is merely a formality, as it is a usual practice to write that in contracts. A copy of the Contract No. 39 shown to him bears signature similar to his.

He has no recollection of whether he submitted the copy of the contract to AB Ūkio Bankas. He has heard that A. Vernovsky was insolvent; he has not seen him since the beginning of 2007. Two copies of the same Contract No. 39 shown to him are different — his signatures are in different places, and so are the seals; he cannot evaluate A. Vernovsky's signature, but Ennerdale's seals of are also in different places. He has no knowledge of how there are two different versions of the Contract No. 39 in the English language; he has got only a single copy of the contract, the original, which should be in the safe. No one demanded the original Contract No. 39 from him. After he had learned that the account owned by Ennerdale was arrested, he approached the Lawyer J. Gaudutis through acquaintances. He went to the notary's office, and issued the Power of Attorney for the Lawyer J. Gaudutis. That was on March 2007. He claims that he probably did not issue any other Powers of Attorney. He by himself decided to go to the notary's office, and issued, as far as he recalls, only one Power of Attorney. The notary's office was located at Shcholkovskoye Shosse. He knows Yura Khorol, and he is a good acquaintance of his. He has an American citizenship, and he issued the Power of Attorney for him in order to obtain the original document on the account blockage. The notary's office was located at Shcholkovskoye Shosse, and it was possibly Spring 2007. At the bank Discount, he accidentally met the heads of 4 or 5 companies, who owned bank accounts located at AB Ūkio Bankas; he has no recollection of their names and surnames; there were women as well, but he cannot recall how many. They gave him the Power of Attorney to conclude on their behalf a contract on settling legal affairs. And he concluded the contract with the Lawyer J. Gaudutis. As far as he recalls, he did conclude the contract with J. Gaudutis, but he has no recollection of when and where it was; perhaps it might have been abroad, but he has no recollection of where exactly. It seems to him that he had seen him before. He has no recollection of whether he gave him any documents. He claims that he probably has got in Moscow telephone numbers of 4 or 5 of the aforementioned heads whom he had met a couple of times in the Moscow's traffic jams. He cannot provide a verbatim translation of the Power of Attorney given to him; to him it seems as a some sort of legal document. He claims that the signature is similar to his; he has no recollection of the circumstances under which it was; he has no knowledge of who submitted it for him to sign. The seal is Mita Group's, which means that he signed it. The name and surname Borys Balenko does not say anything to him; he could only tell by a photograph. He has no recollection of whether he gave anyone the Power of Attorney to represent Mita Group. In his opinion, the 4–5 Directors authorised him in order to conclude a contract on provision of legal services. He concluded the contract, but he has no recollection of where and when it was. He reached an agreement with J. Gaudutis, as far as he recalls, in London. He needed a reliable partner, whose staff would speak Russian; he does not trust Russian banks. Someone advised him of Ūkio Bankas. He himself went to the bank, concluded the contract; he has no recollection of how many times he went to the bank. He has no recollection of whether the previous registered office of the company was possibly located at the address indicated in the Client Questionnaire — Taras Shevchenko Embankment 23a, Russia. Someone does receive correspondence at Road Town, Tortola, British Virgin Islands, P. O. Box 961, but he has no knowledge of who it is. He possibly receives correspondence from there, but has no knowledge of who sends it. Rodionov claims that he possibly received the Prosecutor's Resolution to restrict the funds held in the account, but with a very large lag. At the time when he was writing the Power of Attorney for Yuri Khorol, he had not yet received the Prosecutor's Resolution. Any correspondence can be sent to him at Khimki. He claims that he possibly had read the contract absently, and therefore did not notify of the change of the company's registered office. The Client Questionnaire indicates that he is a beneficiary of the company, but it is only indicated thus, as he was receiving only a remuneration paid to him by the founders. It is possible that the registered office of the company Mita Group was located at the address 5 Donskoy Proyezd 21, Moscow. The column "signature" on a copy of the Signature and Seal Card shown to him bears his signature, and entries "director Mikhail Rodionov" are similar to his handwriting; he is not sure whether entry "Mita Group Ltd., P. O. Box 962, Road Town, Tortola, BVI" is his handwriting. He has no recollection of whether he has any business relations with Lithuanian companies. He has heard of the name of the company Sofralita. Payment orders showed that on June 12, 2006, Mita Group transferred EUR 150,000 for textile products and on August 22, 2006,

transferred EUR 115,500 for textile products; he has no recollection of the circumstances of the contract; if a contract is fulfilled, he does not store it. He has no recollection of persons with whom he interacted, and circumstances under which he met with them. He remembers the Lithuanian company Mustangas; its activities is transportation. As far as he recalls, he interacted with certain Lithuanians, but he has no recollection of their identities. Payment orders show that on August 3, 2006, USD 19,668 and on August 9, 2006, USD 20 050 were transferred. He has no recollection of the contracts, but such orders might have occurred. He has no recollection of the names Ashot, Roman, Andrey, Valentina in relation to the company Mustangas. He has not heard of the company Gordon Management Consultants LLC; it is related to the company Mustangas, but he has no recollection of the names. He has no recollection of the company Machinery Trade Company S.A. He has no recollection of whether there have been any commercial relations. He does not deny that there might have been a commercial relationship. Based on the documents, on August 2006, USD 67 000 000 were transferred from Machinery Trade S.A. into the account owned by Mita Group. He does not deny that there might have been a contract, but he has no recollection thereof. Based on the documents, a total of EUR 43 000 000 was transferred to Machinery Trade S.A., but he has no recollection of the circumstances. He claims that he had been interviewed thrice in this case: twice at the Investigation Committee at Gazetny Pereulok, and once at the Severnoye Region Department of Internal Affairs. Solyanov interviewed him once; he interviewed him at a time when it was cold; he has no recollection of when exactly. After that, he was interviewed twice in Spring. He himself signed a statement dated March 5, 2007 submitted to him and certified by the notary, about the fact that the contracts and invoices submitted to Ūkio Bankas were signed by him personally or by his deputy. He claims that this statement should be in his safe. In case of need, he might have given it to someone, but only in case of need. In this statement, the “Deputy” might have meant a person, whom he at some point asked to act as his deputy; he does not have a permanent deputy. He went to the notary’s office in order to insure himself, thinking that perhaps such a statement might have been required. It is possible that this statement is kept in his safe. He went to the notary’s office alone. There is no connection between the fact that the statement was written on March 5, 2007 at the notary’s, and the fact that he received a foreign passport on March 6, 2007. He cannot give an explanation about data submitted to him on the movement of funds between off-shore companies, since he has no recollection thereof. There were frequent contacts with Ennerdale, so he remembered this company. The surname Sergey Smolyanitsky does not say anything to him; he has not heard of Boris Bubnov nor Grigorij Lerner. He has heard of the company Rusneftgazinvest; perhaps he has made some deals with it. He cannot say anything about the relations with Israeli companies, as he has no recollection thereof. He has no knowledge of the way in which Mita Group’s documents were found on these persons; he has no knowledge of whether such documents were found. He does not remember with which Ūkio Bankas’s employee he interacted. In Russia it was with a man, in Lithuania — with a woman. As far as he recalls, the account codes have not expired, and he did not receive the new ones. As far as he recalls, he did not obtain the codes on the same day when he wrote the Application for Opening an Account. A certain acquaintance of his, who also was a client of Ūkio Bankas’s, called him back and informed him, that he could pick up the codes. He signed for the receipt of the codes at the Ūkio Bankas’s registered office in the Russian Federation, which is located in the city centre; he does not remember the street. The codes were in an unsealed envelope (Vol. 62, f. pp. 126–151).

On December 10, 2007, **Sergey Viktorovich Razdyakonov** was interviewed as a witness about his own possible commission of a criminal offence. He claimed that on August 2006, he was requested by the persons whom he had known by sight to lend them about USD 70,000, but he agreed that they would sell the business for USD 50,000 — three companies with all business relations. At the moment, he does not remember neither these persons’ names nor their surnames, but he would search for them in his notes, and should he find them, he would notify. One company was engaged in automotive parts, the other one in computers and their components, the third one in variety of goods. His jurist concluded the Agreement for Sale and Purchase of Business. The originals of the companies Annava Limited, Moduls Business Inc., and Spectrus Commerce Ltd., the PIN, TAN codes of the bank account were handed over to him; an instrument of

document transfer was made. The companies' documents are in his office at Pervy Pereulok Truzhenikov, Dom 14. He became the owner of Annava Limited, Moduls Business Inc., and Vectrus Commerce Ltd. and requested for a titular director in order to write the Power of Attorney for him to represent the companies. He also did not withdraw previously issued Powers of Attorney for persons to act on behalf thereof, and he was not interested in how many and to whom they were issued. He also did not change the PIN, TAN codes. The companies' office was located at Moscow, Pervy Pereulok Truzhenikov, D. 14-1, Stroyeniye 1; four employees were working there; he claims to have no recollection of their names and surnames at the moment. The companies had no warehouses or goods. They were trading directly from a supplier; he wanted to ship goods by transport owned by a company of his friend's, therefore he stopped the shipment of goods for several weeks so that it would be cheaper. He currently has no recollection of the names of the companies which transferred the monies into the accounts of Annava Limited, Module Business Inc., and Vectrus Commerce Ltd. located at Ūkio Bankas, to which the restriction of ownership rights was later applied. For the funds transferred into his companies' accounts, to which the restriction ownership rights was applied, probably no goods were purchased; it was probably an advance payment, but he needs to verify the accounts whether it was a full advance payment, whether a part of the goods had already been delivered. He has not met with the heads and responsible persons of Ennerdale Investments Ltd. and Fontana Invest Inc.; it all took place in accordance with previously concluded contracts. He has no recollection of whether he made any banking payment orders after he had acquired the companies; he claims that the documents should be checked. Razdyakonov S. V. claims that later he was found by a representative of these companies, probably a jurist named Sergey; he has no recollection of the surname. He demanded to return the monies or deliver the goods. He has no recollection of the amount of monies for which the contracts were concluded with companies that transferred the monies into his companies. He does not know exactly whether the goods were supplied in accordance with the contracts; he would specify that later. He claimed that he would search for the remaining documents on the carriage of goods, invoices, contracts, and everything he would find he would submit to this pre-trial investigation through his lawyer. He also has no recollection of whether he has concluded any contracts; he needs to check that. He has not heard of the companies Solanzh, Saturn-M, Ennerdale, Fontana, Indeco. He does not know the persons Vernovsky Aleksey, Beginin Andrey, Orekhov Vladimir, Gorbachev Sergey, Rostyashvili Oksana, and Shakhov Vladimir. Eleni Papavlou, Christalla Kirkillari, as far as he recalls, are titular directors of his company. At his request, they sign Powers of Attorney and other registration documents. Recently he has extended registration of the companies Annava Limited, Moduls Business Inc., and Vectrus Commerce Ltd., and awaits for the Power of Attorney to represent the companies. He has no knowledge whether there were any accounts opened at other banks for these companies (Vol. 62, f. pp. 160–193).

On October 31, 2010, **Lina Mileškevičienė** was interviewed as a witness, and claimed that she had been working in the Money Laundering Prevention Department of Ūkio Bankas since November 15, 2005. In accordance with the bank's internal procedures, the Department is responsible for formulation and implementation of money laundering prevention policy. They inspect documents of every non-resident who submits them when opening a bank account. In accordance with the bank's internal procedures, when opening a bank account, foreign-registered companies, amongst other documents, when the actual beneficiary of the company is a legal person, shall submit to the bank copies of the Certificate of Registration and shareholders' personal identification documents. The client shall write who is the beneficiary of the company when filling out the Client Questionnaires prior to opening the accounts. These Questionnaires are submitted to this Department along with any other documents required to open an account. They verify whether the clients are not included in the international databases available to the bank, as persons unreliable, suspected, and the like. Clients whose risk level is normal, are additionally verified once a year, and the reliability of those, whose risk is increased, is reviewed twice a year. Based on the Client Questionnaires shown to her, she saw that the beneficiary of the company Moduls Business Inc. is L. Sidorov, the beneficiary of Belotract Global Inc. is A. Spodobin, Korofalt Ventures LTD. — A. Petrov, Advanta Corporation — A. Bukalov, Vectrus Commerce

LTD. — V. Shilenok. Copies of these persons' passports should be at the Clients' Service Department of AB Ūkio Bankas. She claims to have no knowledge of the PIN, TAN code transfer procedures to the clients. The Money Laundering Prevention Department does not communicate directly with clients, with the exception of messages via the ETA Bankas system when they request to submit documents supporting money transfers. Specific procedures for when they have to request the client to submit supporting documents, do not exist. They monitor on-line transactions that exceed a certain amount, as well as control transactions that had been already carried out, and optionally request documents supporting debit transactions and currently also credit transactions (Vol. 62, f. p. 101).

On October 30, 2010, **Agnė Garuckaitė** was interviewed as a witness, and claimed that she had been working in the Money Laundering Prevention Department of Ūkio Bankas since 2002. The procedure for opening accounts for non-residents is as follows: clients shall arrive to the representative offices with necessary documents, fill out and sign the documents. For about one year and a half, a procedure has been established that an envelope with the PIN, TAN codes is given to the client immediately when he fills out bank's documents and submits required documents of the company. Then the documents are sent to the central office in Kaunas, and the representative office informs the department via e-mail which envelope with the PIN, TAN codes it had given. When the account is opened, this code set is assigned to client's account for on-line management. In the past, the PIN, TAN codes were usually sent to the representative office for clients; at the request of the client, the PIN, TAN codes were sent to an address provided by them, but this was done very rarely. Records were not kept when sending documents or codes to the representative offices or directly to clients. She has no recollection of whether envelopes with the PIN, TAN codes were sent to the representative offices in 2005–2006, and whether at that time envelopes with the PIN, TAN codes were given to clients immediately after they had filled out the documents for opening an account. The signed contracts were sometimes returned to the representative office even after 1–2 months. Since April 2007, clients are requested to submit a copy of passport of the beneficiary indicated in the Questionnaire. Previously, it was only a procedure of recommendatory nature (Vol. 62, f. p. 102).

On September 18, 2006, **Vida Luzgauskaitė** was interviewed as a witness, and claimed that she had been working at Ūkio Bankas for about 7 years. Her work is related to opening accounts for clients. The procedure for opening accounts is as follows: the client arrives, bringing documents (company's legal and personal documents), these documents are verified, the person is identified, and the account is opened. Documents may be submitted and the person identified in the representative offices: in Moscow and Kiev. The Bank Account and the Internet Banking Services Agreements are printed at the representative offices, where the client signs them. Then the documents are sent to Lithuania, and accounts are opened in Lithuania. Currently, the representative office in Moscow employs two employees. Bank's employee can help in filling out the Application for Opening an Account at AB Ūkio Bankas; it is important for the client to sign it. Currently clients are requested to write their name and surname by themselves. If any fields are left blank, bank's employee shall fill them out. Documents are sent from the representative offices by post (TNT, DHL). The bank does not keep separate records for documents ingoing to and outgoing from the representative offices. The opening of the account is in itself a record. The Application for Opening an Account submitted by the Director of MITA GROUP LTD. to AB Ūkio Bankas was verified on June 22, 2005. She verified whether all necessary documents had been submitted, whether they were approved, and signed and stamped the documents to give permission for opening the account, and signed the Bank Account and the Internet Banking Services Contracts. Prior to this, these documents had been verified and signed by a jurist. She did not make any entries in the Application or the Signature and Seal Card. Later the Bank Account and the Internet Banking Services Contracts were signed, and the keys (PIN and TAN tables) needed for the on-line operations were sent to the representative office, where they were given to the client. A similar case was with MACHINERY TRADE S.A., MORRISON AGENCY LTD., ANNAVA LIMITED, VECTRUS COMMERCE LTD., KOROFALT VENTURES, BELOTRACT GLOBAL INC., LOGOTRECK PRODUCTS INC., GREAT ALLIANCE CONSULTANTS, MODULS BUSINESS INC., and WESTLINE

ASSOCIATES LIMITED. She verified submitted documents, and signed them. She signed the agreements; in some places she entered her name and surname. Her name and surname can be entered by the employee who verified the documents beforehand, or it can be printed out at the representative offices (Vol. 62, f. p. 107). On January 29, 2007 during the additional interview, the witness Vida Luzgauskaitė claimed that the first pages of the Bank Account Agreements and the Internet Banking Services Contracts printed at the representative offices in Moscow, which did not bear the signatures of the parties, were sometimes reprinted in Kaunas due to the handwritten text being very tight and illegible. In such case, in the first pages thereof the date of conclusion of the agreement coinciding with the date of the opening of the account was printed, the agreement number as well as all handwritten text were printed. All other pages remained the same. The contents of the agreement itself remained unchanged. After bank's representatives had signed the agreements, the ETA system user name was entered therein, the PIN, TAN codes were assigned, and envelopes with these codes and a single copy of the agreement were sent to the representative office, in these cases, to Moscow. She has no knowledge of whether these documents were sent directly to clients at the addresses indicated by them. The documents were sent by department's employees (Vol. 62, f. p. 108).

On September 18, 2006, **Odeta Bankauskienė** was interviewed as a witness, and claimed that she had been working at Ūkio Bankas as a jurist since August 5, 1996. When AB Ūkio Bankas's non-resident clients open accounts, employees of the Clients' Service Department bring documents for verification whether they meet the requirements of the laws. She verifies that the Articles of Association, the Registration Certificate of the company, and documents of the appointment of person representing the company as well as the Signature Specimen Card are submitted. If the parties belong to the Hague Convention on Legalisation of Documents, the documents shall be provided with the Apostille. Otherwise, if Lithuania signed a legal assistance contract in civil and criminal cases, then the original documents or their certified copies should be submitted. If it did not sign — they need to legalise them (at their home country and at the Ministry of Foreign Affairs of Lithuania). The Application for Opening an Account submitted by the Representative of MORRISON AGENCY LTD. to AB Ūkio Bankas was verified on June 13, 2005. These documents were submitted to her by the Clients' Service Department. These documents are either brought to them by the Director of the representative office in Moscow Svyatoslav Komarov, or sent by express post DHL. She verified, and because there were no documents missing and they were with the Apostilles, she signed and sent them to the Clients' Service Department. Often, documents on the appointment of the director are missing. Then the account is not opened, the client is notified, and he/she submits the missing documents. Upon receipt of the documents, she verifies and only then puts her signature. An account is opened only when all proper documents are submitted. She verified the Application for Opening an Account submitted by the Representative of GREAT ALLIANCE CONSULTANTS LTD., and signed on March 20, 2006. All documents met the requirements; they were with the Apostilles (Vol. 62, f. p. 109).

On September 18, 2006, **Arnolda Apalainienė** was interviewed as a witness, and claimed that she had been working at Ūkio Bankas as a jurisconsult since 2002. When AB Ūkio Bankas's non-resident clients open accounts, the employees of the Clients' Service Department bring documents for verification whether they meet the requirements of the laws. She verifies that the Articles of Association, the Registration Certificate of the company (some time ago, a requirement surfaced — if the company was registered later than year ago, the Certificate of Re-registration is required), and documents of the appointment of person representing the company as well as the Signature Specimen Card are submitted in accordance with the procedure. If the parties belong to the Hague Convention on Legalisation of Documents, the documents shall be provided with the Apostille. Otherwise, if Lithuania signed a legal assistance contract in civil and criminal cases, then the original documents or their certified copies should be submitted. If it did not sign — they need to legalise them (at their home country and at the Ministry of Foreign Affairs of Lithuania). The authenticity of client's signature is verified by employees who interact directly with the client and put a signature on the Signature and Seal Cards. She verified the Application for Opening an Account submitted by the Representative of VITA GROUP LTD. to AB Ūkio Bankas on June 22, 2005. These documents were submitted to her by the

Clients' Service Department. She verified, and because there were no documents missing and they were with the Apostilles, she signed and sent them to the Clients' Service Department. She did not enter anything in the Application for Opening an Account nor she signed elsewhere. In a similar manner, the Applications of the following off-shore companies were verified: MACHINERY TRADE S.A., ANNAVA LIMITED, VECTRUS COMMERCE LTD., KOROFALT VENTURES LTD., BELOTRACT GLOBAL INC., ADVNTA CORPORATION, LOGOTREC PRODUCTS INC., MODULS BUSINESS INC., BURON CAPITAL CORP., and WESTLINE ASSOCIATES LIMITED. All required documents have been submitted, therefore she signed the Applications to Open the Account (Vol. 62, f. p. 110).

On September 18, 2006, **Dalia Repšytė** was interviewed as a witness, and claimed that she had been working at the Clients' Service Department of AB Ūkio Bankas since June 18, 2004. As part of her duties, she intercepts documents received from representative offices in Moscow and Kiev, verifies them, hands them over to jurists, the Money Laundering Prevention Department, and then opens the accounts. If the Application for Opening an Account as well as the Signature and Seal Card is not filled out completely, she fills out the missing entries based on the documents. She verifies representative's signatures in the passport and agreements. Documents from the representative office are sent by express post. They are placed in an envelope; no records of ingoing and outgoing documents are kept. She verified the Application for Opening an Account submitted by the Representative of Korofalt Ventures LTD. on December 29, 2005, and brought it to jurists for verification. After they had signed, she gave it to the Director, and having received her permission to open the account, she filled out the incomplete fields, and entered the account number: in the Application for Opening an Account, she entered the date of verification and the account number. She signed and put the seal under the column "I Accept the Card" of the Signature and Seal Card. In the top part of this card, she entered the company's registration number, and in the bottom part — the account number and the company's name; in the Bank Account and the Internet Banking Services Agreements, she entered the date and the bank account number; she filled out the Supplement No. 1. She did not verify the submitted documents; they are verified by jurists and the Money Laundering Department (did not perform verifications at that time). After signing the agreements, the Internet keys (PIN, TAN cards, code generators) are attached to them, and one copy is sent to the representative office. She verified the Application for Opening an Account submitted by the Representative of Buron Capital Corp. on January 7, 2005. After jurists and the Deputy Director of the Clients' Service Department had signed, in the Application for Opening an Account, she entered the account number and date. In the Signature and Seal Card, she entered the off-shore company's registration number, in the bottom part — the account number and the company's name. In the Bank Account and the Internet Banking Services Agreements, below the date she entered "the Deputy Director of the Clients' Service Department", the account number, and filled out the Supplement No. 1 (Vol. 62, f. p. 111).

On September 18, 2006, **Asta Teišerskienė** was interviewed as a witness, and claimed that she had been working at AB Ūkio Bankas since 1999. Her job functions are determined by the job description. As part of her duties, she certifies Bank Account Agreements made with clients with her signature; department's employees bring her the Applications to Open an Account and the non-residents' documents. She verifies whether they bear client's and jurist's signatures; a requirement has recently surfaced that a signature of employee of the Money Laundering Prevention Department should be there as well. If everything matches, she gives permission to open the account, and notifies the department manager to open the account. Having opened the account, the manager sends one copy of the agreement with the Internet keys (PIN, TAN codes, code generators) to the representative office or directly to the client at the address of registration. In accordance with the Law on the Customer Identification of the Republic of Lithuania, client verification data are as follows: passport, signature, and seal. All other entries in the clients' Applications to Open an Account, the Signature and Seal Cards, the Bank Account and the Internet Services Agreements may be filled out by the bank employees. She verified the Application for Opening an Account submitted by the Representative of the off-shore company Advanta Corporation, the Signature and Seal Card, and documents submitted by the company, and because they fully complied with the bank's internal procedures, on April 10, 2006, she put the

signature and gave permission to open the bank account. In a similar manner, she verified the Application for Opening an Account submitted by the Representative of Buron Capital Corp. on January 7, 2005. At that time, only a jurists' signature was required. Everything met the requirements, and she gave permission to open the account (Vol. 62, f. p. 112). On January 31, 2007 during the additional interview, the witness Asta Teišerskienė claimed that previously upon reception of documents by the representative offices, old form Bank Account and Internet Services Agreements with client's data were printed, which provided very little room for entering the responsible bank employee's position, name, surname, the number of bank account to be opened, and the like. After filling out such an agreement by hand at AB Ūkio Bankas's office in Kaunas, it was difficult to read, therefore first page of such agreements was re-printed, having entered the handwritten data into computer beforehand. Contents of the first page remained completely unchanged, other pages were attached to it, and one copy was sent to the representative office, whilst other remained in Kaunas, at the bank AB Ūkio Bankas. Along with the agreements, the PIN, TAN codes were also sent to the representative offices, having entered the serial numbers into computer beforehand. Sometimes there were cases when client requested for the agreement, and the PIN, TAN codes to be sent not to the representative office, but at the address indicated in the Signature and Seal Card. The bank does not keep records of documents outgoing to the representative offices or to the client. Documents which are printed onto the form and signed by the head, are recorded mandatorily (Vol. 62, f. p. 113).

On September 18, 2006, **Jovita Mankauskienė** was interviewed as a witness, and claimed that she had been working at AB Ūkio Bankas since May 3, 2005. As part of her duties, she opens bank accounts for non-residents. She receives clients' Applications to Open an Account by post from representative offices in Moscow and Kiev. Firstly, she submits them for verification to the Money Laundering Prevention Department, and then to jurists. After they had verified and signed them, she fills out Applications to Open an Account with the bank account number and date. She signs and puts a seal under the column "Bank Records" of the Signature and Seal Card; fills out completely the Bank Account and the Internet Services Agreements. Then she submits the Application for Opening an Account and the agreements to the Director of the Department, and in case of her absence, to the Deputy, who signs to give permission to open the bank account. Then one copy along with the Internet keys (PIN, TAN, code generator) is sent to the client. She verified the Application for Opening an Account submitted by the Representative of MITA GROUP LTD. to AB Ūkio Bankas on June 22, 2005. Firstly, she submitted it to employees of the Money Laundering Department, and then to jurists. After they had put their signatures, she filled out the Application for Opening a Bank Account with the bank account number and date. She signed and put the seal under the column "Bank Entries" of the Signature and Seal Card. She claimed not having filled out the Bank Account and the Internet Services Agreements, and the Supplement No. 1. This could have been done by any other department's employee. Later, she submitted them to the Director V. Luzgauskaitė to sign them. She verified the Application for Opening an Account submitted by the Representative of Machinery Trade S.A. on March 25, 2005. She entered the date and account number in it. At the top of the Signature and Seal Card, she entered the company's address, at the bottom — the account number. In the Bank Account and the Internet Services Agreements, she entered the position, name and surname of the AB Ūkio Bankas's employee who signed the agreements, and submitted them to the Director. She has no knowledge of whether these documents were sent to Moscow. Once a certain number of agreements accumulates, she puts them into an envelope and sends them by post. She verified the Application for Opening an Account submitted by the Representative of Prison Agencies Ltd. on June 13, 2005. In the Signature and Seal Card, she entered the account number, signed it, and on the card wrote the validity period of the Power of Attorney for the company's representative. In the Application for Opening an Account she entered the date and account number. She claimed not having filled the Supplement No. 1 to the Internet Services Agreement (Vol. 62, f. p. 114).

On September 18, 2006, during the interview the witness **Virginija Lukšienė** claimed that she had been working at AB Ūkio Bankas since June 2005. As part of her duties, she opens bank accounts for non-residents. She receives clients' Applications to Open an Account by post from representative offices in Moscow and

Kiev. Firstly, she submits them for verification to the Money Laundering Prevention Department, and then to jurists. After they had verified and signed them, she fills out the Applications to Open an Account with the bank account number and date. She signs and puts a seal under the column "Bank Entries" of the Signature and Seal Card; fills out completely the Bank Account and the Internet Services Agreements. Then she submits the Application for Opening an Account and the agreements to the Director of the Department, and in case of her absence, to the Deputy, who signs to give permission to open the bank account. Having obtained the permission to open the bank account, she opens the bank account — enters data into the program. Then one copy of the Bank Account and the Internet Services Agreements along with the Internet keys (PIN, TAN, code generator) is sent to the client or the representative office, depending on whether the client provided a reference where to send the bank documents. She received the Application of the Representative of the off-shore company ANNAVA LIMITED on March 22, 2006. She submitted these documents to jurists, and then to the Money Laundering Prevention Department. After they had verified and signed them, in the Signature and Seal Card, she entered the validity period of the Power of Attorney for the company's representative, signed and put the seal on it; in the Application for Opening an Account, she entered the bank account number and date; in the Bank Account Agreement, she entered the date, account number and agreement number. In the Supplement No. 1, she entered all data, except for the names and surnames of the client and bank's representative. She submitted all these documents to the Director to sign them. She has no knowledge of who sent these documents. Usually the accumulated documents are sent once a day or several days. She received the Application of the Director of the off-shore company Belotract Global Inc. on February 21, 2006. In a similar manner, she submitted these documents to jurist to sign them, and then to the Director and employees of the Money Laundering Prevention Department. In the Application for Opening an Account, she entered the date and account number. She signed and put the seal under the column "Bank Entries" of the Signature and Seal Card; she entered the company's name, registration and account numbers. In the Bank Account Agreement, she entered the date, agreement and account numbers. In the Internet Services Agreement, she entered the date, agreement number, the names of the company and representative thereof. In the Supplement No. 1, she entered all data, except for the names and surnames of the client and bank's representative. She received the Application of the Authorised Person of the off-shore company Alliance Consultants Limited on March 20, 2006. In a similar manner, she submitted these documents to jurist and Director to sign them. In the Application for Opening an Account, she entered the date and account number. She signed and put the seal under the column "Bank Entries" of the Signature and Seal Card; she entered the company's name, registration and account numbers, and the period by which the Power of Attorney for the representative is valid. In the Bank Account Agreement, she entered the date, agreement and account numbers. In the Internet Services Agreement, she entered the date and agreement number. In the Supplement No. 1, she entered all data, except for the names and surnames of the client and bank's representative. She received the Application of the Authorised Person of the off-shore company Westline Associates Limited on December 9, 2005. In a similar manner, she submitted these documents to jurist and Director to sign them. In the Application for Opening an Account, she entered the date and account number. She signed and put the seal under the column "Bank Entries" of the Signature and Seal Card; she entered the company's name, company's registration number, account number, and the period by which the Power of Attorney for the representative is valid. In the Bank Account Agreement, she entered the date, agreement, account and company's registration numbers. In the Internet Services Agreement, she entered the date, agreement number, name and surname of the Director. In the Supplement No. 1, she entered all data, except for the names and surnames of the client and bank's representative (Vol. 62, f. p. 115).

On September 19, 2006, **Eglė Navickaitė** was interviewed as a witness, and claimed that she had been working at AB Ūkio Bankas since December 2005. In carrying out her duties at AB Ūkio Bankas she opens and closes accounts of non-residents. She receives documents with which she works further; she does not communicate directly with persons opening accounts. Her department receives clients' Applications to Open an Account by post from the AB Ūkio Bankas's representative offices in Moscow and Kiev. The Department's

Senior Manager D. Repšytė distributes received applications to employees. Firstly, she submits them to jurists for verification; after they had verified and signed them, she submits them to the Money Laundering Prevention Department. After they had verified and signed them, she submits the Applications to Open an Account, Bank Account and the Internet Services Agreements, and their Supplements to the Director of the Department to sign them. After the Director had signed them, she opens the bank account — enters data into the program, fills out the missing entries, enters the account number in the Application for Opening an Account, the Signature and Seal Card, the Bank Account and the Internet Services Agreements, and their Supplements. Once a certain number of agreements accumulates, one copy of the Bank Account and the Internet Services Agreements along with the Internet keys (PIN, TAN, code generator) is sent to bank's representative offices, and sometimes to the client, depending on whether the client provided a reference where to send the bank documents. She received the Application of the off-shore company Vectrus Commerce LTD. on April 12, 2006. She submitted these documents to jurist, and then to the Money Laundering Prevention Department. After they had verified and signed them, she submitted them to the Director V. Luzgauskaitė. Having obtained permission from her (by her signing the documents), she signed and stamped the Signature and Seal Card, and she entered the company's registration number in it; in the Application for Opening an Account, she entered the bank account number and date; in the Bank Account Agreement, she entered the date, account number and agreement number. In the Supplements No. 1 and No. 2, she entered all data, except for the names and surnames of the client and bank's representative. She has no knowledge of who sent these documents. Usually the accumulated documents are sent once a day or several days. She received the Application of the Representative of the off-shore company Advanta Corporation on April 10, 2006. She submitted these documents to jurist, and then to the Money Laundering Prevention Department. After they had verified and signed them, she submitted them to the Director V. Luzgauskaitė. After she had signed them, she signed and stamped the Signature and Seal Card, and she entered the company's registration number in it; in the Application for Opening an Account, she entered the bank account number and date; in the Bank Account Agreement, she entered the date, account number and agreement number. In the Supplements No. 1 and No. 2 to the Internet Services Agreement, she entered all data, except for the names and surnames of the client and bank's representative. She received the Application of the Director of the off-shore company Logotrec Products Inc. on April 5, 2006. She submitted these documents to jurist, and then to the Money Laundering Prevention Department. After they had verified and signed them, she submitted them to the Director V. Luzgauskaitė. After she had signed them, she signed and stamped the Signature and Seal Card, and she entered the company's registration number in it; in the Application for Opening an Account, she entered the bank account number and date; in the Bank Account Agreement, she entered the date, account number and agreement number. In the Supplements No. 1 and No. 2 to the Internet Services Agreement, she entered all data, except for the names and surnames of the client and bank's representative. She received the Application of the Director of the off-shore company Moduls Business Inc. on April 12, 2006. She submitted these documents to jurist, and then to the Money Laundering Prevention Department. After they had verified and signed them, she submitted them to the Director V. Luzgauskaitė. After she had signed them, she signed and stamped the Signature and Seal Card, and she entered the company's registration number in it; in the Application for Opening an Account, she entered the bank account number and date; in the Bank Account Agreement, she entered the date, account number and agreement number. In the Supplements No. 1 and No. 2 to the Internet Services Agreement, she entered all data, except for the names and surnames of the client and bank's representative. It was not her who entered in the Signature and Seal Card the period by which the Power of Attorney for the Representative is valid. Someone of the employees was probably verifying the applications, and wrote that on the Card. Currently, the computer program includes a field where one is required to enter the period by which the Power of Attorney for the Representative is valid. This way they verify the timely submission of the Power of Attorney (Vol. 62, f. pp. 117–118).

On January 16, 2007, **Svyatoslav Komarov** was interviewed as a witness, and claimed that after the AB Ūkio Bankas's representative office in Moscow had been fully established, he moved to work in Russia.

On November 11, 2005 in Kaunas, a new contract of employment was concluded with him. Because he works in the Russian Federation, and is a citizen of the Russian Federation, a relevant institution in the Russian Federation was notified of his contract of employment — the retirement fund, and it owns all social security in Russia. Originally, two people were employed at the AB Ūkio Bankas's representative office in Moscow, including him; currently there are three. The representative office is not engaged in any commercial activities, its main objective is to advertise AB Ūkio Bankas in the Russian Federation at the conferences, clubs, and various organisations. The representative office has its own stamp. It is used for compiling internal documents: contracts of employment, reports to the Russian Central Bank, taxes for activities of the representative office. AB Ūkio Bankas's website informs on-line about the possibility for natural and legal persons to open accounts at the AB Ūkio Bankas's representative office in Moscow. It provides the address and telephone number of the representative office in Moscow. The same website indicates what documents are required to open an account: documents of company registration (the Registration Certificate or its analogues, the Articles of Association), Power of Attorney, and personal identification document. Persons shall submit these documents to him, and since September 1, 2006, they can submit them to his deputy as well; he makes copies of required documents, a bank employee fills out the Signature and Seal Card and the Application for Opening an Account (himself or his deputy), client signs under the column "Signature" of the Signature and Seal Card. He signs and enters his name and surname under the column "Head" thereof. Next, he or his deputy enters data into computer, and prints out the Bank Account Agreement, Internet Services Agreement (it is always printed out without the additional application, as at the representative office in Moscow no financial transactions can be carried out, and it is only possible to manage the account on-line), the Supplements No. 1 and No. 2 to the Internet Services Agreement. The clients signs these agreements immediately. These agreements are sent through courier services (usually TNT) to AB Ūkio Bankas's office in Kaunas. Outgoing documents are not recorded. The representative office does not send anything to clients, as funding for such services is not provided for it. They give the representative office's telephone numbers to clients, and tell them to call back in a few weeks and inquire about the account — whether it has been opened. When clients call and inquire whether the account has been opened, they provide them with the telephone numbers of the Clients' Service Department, by calling which they agree on the matter where to send the PIN, TAN codes and code generator. They do not put the representative office's stamp on account opening documents. First copies of the agreements remain at AB Ūkio Bankas's office in Kaunas, second copies of the documents are usually sent to the client, and the representative office usually does not get them. In 2006, he has no knowledge of the exact date, V. Khonchev requested the representative office in Moscow to open an account for the company Great Alliance Consultants Limited. He submitted his passport. He made a copy thereof, and signed it. The top part of the Signature and Seal Card was filled out by his deputy; the code was entered at AB Ūkio Bankas's office in Kaunas. AB Ūkio Bankas's office in Kaunas entered the company's name and account number in the bottom part thereof. The text "the Attorney" and the name and surname was entered by the deputy, the date above the personal signature was entered at AB Ūkio Bankas's office in Kaunas. S. Komarov claimed to have signed under the column "I Approve the Power of Attorney and the signature" himself, entered his surname and the number of the agreement (or the Power of Attorney) nearby. By signing it, he certifies that the one who signed in his presence is the person whose data were in the passport. He has no technical possibilities to verify whether these passports were valid. He could not give an exact explanation of why there was a date "March 20, 2006" pre-printed in the Internet Services Agreement No. 180-04/2032-02. Because other submitted copies did not bear his signature, it might have been that the client himself or through them sent the original documents to AB Ūkio Bankas's office in Kaunas, and it might have been that it was required to re-print the agreement due to resulting inaccuracies, and the client signed for the second time the agreement sent via e-mail. He could not give any more explanations, since he has no recollection thereof. In 2005, he has no knowledge of the exact date, Mikhail Rodionov requested the representative office in Moscow to open an account for the company MITA GROUP LTD. He submitted all required documents; S. Komarov made copies thereof, and signed them with an abbreviated signature. The

Signature and Seal Card, the Application for Opening an Account was filled out by his assistant Oksana Kubareva. M. Rodionov only signed the Application under the column "Signature", the Signature and Seal Card under the column "Signature" and "Head". He signed under the column "I Approve the Power of Attorney and the Signature", and his assistant entered the name and surname nearby. Then, all the documents and their copies were sent to AB Ūkio Bankas by post. He could not give an explanation of why the printed date of the conclusion of the Internet Services Agreement coincided with the date of opening the account. In 2005, he has no knowledge of the exact date, Borys Balenko requested to open an account for Machinery Trade S.A. He verified all documents, made copies thereof, and certified them with his signature. The client signed the Signature and Seal Card and the Application for Opening an Account. He has no recollection of who completely filled out these two documents; it seems that the text "Director Borys Balenko" he wrote himself. He also signed under the column "I Approve the Power of Attorney and the Signature" in the Signature and Seal Card. Having printed out the Bank Account Agreement, the Internet Services Agreement with Supplements without dates, and the client signing them, he sent everything to Kaunas. In 2000/*illegible digit*, he has no knowledge of the exact date, V. Bunakov requested to open an account for the company Morrison Agency LTD. He submitted his personal document and company's documents. S. Komarov made copies thereof, and signed them. The client signed the Signature and Seal Card and the Application for Opening an Account. He believed that these cards were filled out by the assistant. He claimed to have signed under the column "I Approve the Power of Attorney and the Signature" of the Signature and Seal Card, and entered his name. He printed out the Bank Account Agreement, the Internet Services Agreement with Supplements, and sent everything to AB Ūkio Bankas. In his view, in these cases the Bank Account Agreement and the Internet Services Agreement were re-printed and signed for the second time at the representative office in Moscow. In Spring 2006, O. Rostyashvili requested to open an account for the company Annava Limited. She submitted her personal document and company's documents. He made copies thereof, and signed them. The client signed the Signature and Seal Card and the Application for Opening an Account, and entered her name and surname. S. Komarov believed that these cards were filled out by his deputy. S. Komarov signed under the column "I Approve the Power of Attorney and the Signature" of the Signature and Seal Card, and entered his surname and agreement numbers. He printed out the Bank Account Agreement, the Internet Services Agreement with Supplements, and sent everything to AB Ūkio Bankas. He could not give an exact explanation of why the printed date of the conclusion of the Internet Services Agreement coincided with the date of opening the account. In 2006, he has no knowledge of the exact date, V. Shakhov requested to open an account for the company Vectrus Commerce LTD. He submitted his personal document and company's documents. He made copies thereof, and signed them. The client signed the Signature and Seal Card, and entered his name and surname; he signed the Application for Opening an Account, and entered his name and surname. The client signed the Signature and Seal Card and entered his name and surname; he signed the Application for Opening an Account and entered his name and surname. S. Komarov believed that these cards were filled out by his deputy. He claimed to have signed under the column "I Approve the Power of Attorney and the Signature" of the Signature and Seal Card, and entered his surname and agreement numbers. He printed out the Bank Account Agreement, the Internet Services Agreement with Supplements, and sent everything to AB Ūkio Bankas. He could not give an exact explanation of why the printed date of the conclusion of the Internet Services Agreement coincided with the date of opening the account. In 2005, he has no knowledge of the exact date, I. Gauk requested to open an account for the company. She submitted her personal document and company's documents. He made copies thereof, and signed them. The client signed the Signature and Seal Card and entered her name and surname; she signed the Application for Opening an Account and entered her name and surname. He has no knowledge of who filled out these cards. He signed under the column "I Approve the Power of Attorney and the Signature" of the Signature and Seal Card, and entered his surname and agreement numbers. He printed out the Bank Account Agreement, the Internet Services Agreement with Supplements, and sent everything to AB Ūkio Bankas. The date in the Signature and Seal Card was probably entered by bank's employees in Kaunas. On January-

February 2006, J. Kosulnikova requested to open an account for the company Belotract Global Inc. She submitted her personal document and company's documents. He made copies thereof, and signed them with an abbreviated signature. The client signed the Signature and Seal Card and the Application for Opening an Account. He has no knowledge of who filled out these cards. He signed under the column "I Approve the Power of Attorney and the Signature" of the Signature and Seal Card, and entered his surname and agreement numbers. He printed out the Bank Account Agreement, the Internet Services Agreement with Supplements, and sent everything to AB Ūkio Bankas. The date in the Signature and Seal Card was probably entered by bank's employees in Kaunas. In 2006, he has no knowledge of the exact date, E. Demyanov requested to open an account for the company Advanta Corporation. He submitted his personal document and company's documents. S. Komarov claimed to have made copies thereof, and signed them with an abbreviated signature. The client signed the Signature and Seal Card and the Application for Opening an Account. He has no knowledge of who filled out these cards. He signed under the column "I Approve the Power of Attorney and the Signature" of the Signature and Seal Card, and entered his surname and agreement numbers. He printed out the Bank Account Agreement, the Internet Services Agreement with Supplements, and sent everything to AB Ūkio Bankas. The date in the Signature and Seal Card was probably entered by bank's employees in Kaunas. In 2006, he has no knowledge of the exact date, T. Dudorova requested to open an account for the company Logotreck Products Inc. She submitted her personal document and company's documents. He made copies thereof, and signed them with an abbreviated signature. The client signed the Signature and Seal Card and the Application for Opening an Account. He has no knowledge of who filled out these cards. S. Komarov claimed to have signed under the column "I Approve the Power of Attorney and the Signature" of the Signature and Seal Card, and entered his surname and agreement numbers. He printed out the Bank Account Agreement, the Internet Services Agreement with Supplements, and sent everything to AB Ūkio Bankas. The date in the Signature and Seal Card was probably entered by bank employees in Kaunas. In 2006, he has no knowledge of the exact date, S. Gorbachev requested to open an account for the company Moduls Business Inc. He submitted his personal document and company's documents. S. Komarov claimed to have made copies thereof, and signed them with an abbreviated signature. The client signed the Signature and Seal Card and the Application for Opening an Account. These cards were filled out by his deputy (specific issue "I"). He claimed to have signed under the column "I Approve the Power of Attorney and the Signature" of the Signature and Seal Card, and entered his surname and agreement numbers. The client signed the Bank Account Agreement, the Internet Services Agreement with Supplements printed out at the representative office, and he sent everything to AB Ūkio Bankas. The date in the Signature and Seal Card was probably entered by bank's employees in Kaunas. He could not give an exact explanation of why the printed date of the conclusion of the Internet Services Agreement coincided with the date of opening the account. At the end of 2004 or at the beginning of 2005, A. Shishov requested to open an account for the company Buron Capital Corp. He submitted his personal document and company's documents. S. Komarov claimed to have made copies thereof; at that time there was no requirement to approve copies with signature. The client signed the Signature and Seal Card and the Application for Opening an Account. He has no knowledge of who filled out the Signature and Seal Card and the Application for Opening an Account. He signed under the column "I Approve the Power of Attorney and the Signature" of the Signature and Seal Card; at that time there was no need to enter the surname and the number of the Power of Attorney. He printed out the Bank Account Agreement, the Internet Services Agreement with Supplements, the client signed them, and he sent everything to AB Ūkio Bankas. On November–December 2005, Y. Filipov requested to open an account for the company Westline Associates Limited. He submitted his personal document and company's documents. S. Komarov claimed to have made copies thereof, and signed them with an abbreviated signature. The client signed the Signature and Seal Card and the Application for Opening an Account. He has no knowledge of who filled out the Signature and Seal Card and the Application for Opening an Account. He signed under the column "I Approve the Power of Attorney and the Signature" of the Signature and Seal Card, and entered his surname and agreement numbers. He printed out the Bank Account Agreement, the Internet Services Agreement with

Supplements, the client signed them, and he sent everything to AB Ūkio Bankas. S. Komarov claimed that he had no additional addresses and telephone numbers of the clients. During the account opening they might have left some contact telephone numbers, but after their accounts had been opened, all were destroyed, and all communication with the client occurred either by post or through the ETA Bankas system. AB Ūkio Bankas's representative office in Moscow does not keep any records of outgoing and ingoing letters; no correspondence is recorded. The representative office in Moscow has never handed over the PIN, TAN codes and their generators to clients. They were receiving them directly from the central office in Kaunas (Vol. 62, f. pp. 103–105). On October 22, 2007 during the additional interview, the witness S. Komarov claimed that during the previous interviews he perhaps somewhat inaccurately told about sending Bank Account Agreements to clients. Currently, agreements which were signed at the representative office in Moscow, as well as the PIN, TAN codes from the bank's central office in Kaunas are sent to the representative office in Moscow, where they are handed over to client. However, there might be exceptions, and clients can receive agreements also in Kaunas. Previously, the representative office in Moscow also received clients' agreements, but they were often delayed. He has no knowledge of whether these particular agreements were sent to the representative office in Moscow, therefore he could not confirm whether that they had been received at the representative office in Moscow. They did not verify which agreements were not taken by which customers, therefore he could give no explanation on the messages sent to Great Alliance Consultants Limited, Moduls Business Inc., and Korofalt Ventures Ltd. by Ūkio Bankas. He did not request employees of the Clients' Service Department to send messages carrying such contents. He has no knowledge of whether the agreements after these messages were handed over to the representatives of these companies at the representative office in Moscow. Once he had said that he accumulated a number of agreements with clients, and no one collects them, but that was a few years ago. In his belief, that might have been a mass message sent to all clients who signed at the representative office in Moscow. At some point, at the representative office in Moscow, envelopes with the PIN, TAN codes were sent not one at a time, but ten or more. At that time, when signing agreements at the representative office in Moscow, received an envelope with the assigned PIN, TAN codes were handed over to the client, whilst they printed out the Bank Account Agreement and the Supplements thereto, the client signed them, and they sent everything to the central office in Kaunas. They informed the central office in Kaunas via e-mail that the envelope with a certain number had been issued to the client. When the account was being opened, they were informed via e-mail. Clients themselves inquired about the account opening and when they contacted the representative office, they received their user name (the initial password is identical to the user name), and then they would be able to manage the account. Currently, clients usually come to the bank to pick up an envelope with passwords when they are informed that the account had been opened. The agreements signed at the bank are usually still not sent from the central office in Kaunas. In order to pick up the agreement, the client must come to the bank once more. If a client rarely goes to Moscow, sometimes an envelope is handed over as before — at the time of signing the agreement. For some time, due to technical error the text about the receipt of the PIN / TAN or code generator in the Supplement No. 1 to the Internet Services Agreement was not fully printed out at the AB Ūkio Bankas's representative office in Moscow. Earlier that year, this error was corrected. He has no exact knowledge of why B. Balenko's signature and the signature in the Signature and Seal Card is different. He believed that for some reason the agreements had been re-written and signed at another time. Before client signed the agreement, he or his assistant verified his/her identity. Clients signed agreements only at the bank, upon submission of their personal identification documents. The Powers of Attorney and the companies' documents submitted by the AB Ūkio Bankas's letter No. 200-04-3575 on July 2, 2007, which were shown to him, are approved by the Deputy Director of the representative office in Moscow Ivan Tikhonionok. Before making and approving the copies, the originals of these documents had to be submitted to him (Vol. 62, f. pp. 106).

On September 13, 2006, **Jonas Zalieckas** was interviewed as a witness, and claimed that he had been working at UAB Mustangas since its establishment in 1991. The company is engaged in international freight transportation. The company owns about 20 freight lorries, and rents 10 more. The off-shore company Gordon

Management Consultants LLC. is the company's permanent client of for several years. The representatives thereof in Moscow are: Roman and Andrey, whose office telephone number is +7495-2586791. They are responsible for loads from Lithuania, Poland, the Netherlands, and Germany. Other two representatives thereof are: Valentina and Ashot, tel. +7495-9163392, who are responsible for loads from the Czech Republic. He claimed that he had interacted with these three men. 2-3 times a year he comes to their office in Moscow. On May 3, 2006, UAB Mustangas received by fax an order for transportation service from this company to ship goods from Barby town in Germany to Alytus. It was indicated therein that Mita Group LTD shall pay USD 1,668 for the services. This fax was received by UAB Mustangas's manager Rita Gatavickienė. Having received the fax, the manager later signs the original of the contract. The company at that time had no vehicles available, therefore it concluded a contract on shipment of goods with UAB Litgina. The CMR shows that they concluded a contract with UAB Rimanrida, which delivered the load to customs warehouses in Alytus. Payment for services was not made immediately, but after some time, when a certain amount has accrued. In a similar manner, the following orders were received: on July 17, 2006 to ship the load from the Czech Republic to customs warehouses in Alytus, and then from Alytus to Moscow. The sender was the off-shore company Gordon Management Consultants LLC., the recipient was OAO Professionalny Soft. It was indicated therein that Mita Group LTD. shall pay for the services. He has no knowledge about this off-shore company; he does not pay much regard to who is the payer. After agreeing on the price, he enters the vehicle's Gov. No., after which Gordon Management Consultants LLC. sends by post the order with signatures and seal. UAB Mustangas carried out this order; the load from the Czech Republic to Alytus was shipped by the driver Petras Erneckas, then the driver Alvydas Dvilinkas went to Moscow taking the Iveco vehicle Gov. No. EAJ979/ZA796. On that same day, an order from the off-shore company Gordon Management Consultants LLC. was received to ship a load from Alytus to Moscow. The driver Arvydas Lukošius went taking the Iveco vehicle Gov. No. EAJ994/ZA789. On July 17, 2006, another order from the off-shore company Gordon Management Consultants LLC. was received to ship a load from Alytus to Moscow. It was indicated therein that Vivenda LTD. shall pay for the services. He has no knowledge of this company. The money for the services rendered were paid via bank transfer by Mita Group LTD. The driver Vytautas Zinkus went to Moscow taking the Iveco vehicle Gov. No. BGZ114/AK387. On July 18, 2006, UAB Mustangas received by fax a transportation service order from this company to ship goods from Pagėgiai to Moscow, at the address indicated in the CMR. It was indicated therein that Mita Group LTD. shall pay USD 2,000 for the services. The driver Stasys Kilmanas was designated, who on July 21, 2006 went taking the vehicle Gov. No. BHZ032, loaded the load in Pagėgiai, and delivered it to Moscow. Based on the CMR, the recipient was OAO Professionalny Soft. On that same day, three more orders of the off-shore company Gordon Management Consultants LLC. were received to ship goods from Alytus to Moscow. The following drivers went: Olegas Bilius taking the Mercedes Benz vehicle Gov. No. FAB194/RA402, Audrius Aleksynas taking the Renault vehicle Gov. No. BGZ256/RA360, and Algis Mickevičius taking the Iveco vehicle Gov. No. RAK014/RA353. On August 3, 2006, Mita Group LTD. transferred USD 19,668 into the company's account for the aforementioned services rendered. On August 7, 2006, Gordon Management Consultants LLC. ordered transportation services — to ship a load from Prague to Alytus. The load was shipped by the driver Jonas Drazdžiulis taking the Iveco vehicle Gov. No. BDG675/VP036. On August 16, 2006, Gordon Management Consultants LLC. ordered transportation services — to ship the following loads: from Germany to Alytus, the driver Valerijus Kasjanovas went taking the Iveco vehicle Gov. No. BNG423/ZA58; and from the Czech Republic to Alytus, the driver Kęstutis Goštautas went taking the Iveco vehicle Gov. No. EAR887/RA295. On July 26, 2006, Gordon Management Consultants LLC. placed an order to ship goods from Schweinfurt town in Germany to Kaunas. The driver Rimas Soroka went taking the Iveco vehicle Gov. No. BNG410/RA418. On July 27, 2006, Gordon Management Consultants LLC. placed an order to ship the following loads: from Alytus to Moscow, the driver Audrius Aleksynas went taking the Renault vehicle Gov. No. BGZ256/RA360; from Alytus to Moscow, the driver Jonas Nedzinskas went taking the Renault vehicle Gov. No. EAY233/ZA385. On July 28, 2006, the off-shore company Gordon Management

Consultants LLC. placed an order to ship the following loads: from Alytus to Moscow, the driver Mykolas Borusevičius went taking the Mercedes Benz vehicle Gov. No. FAB194/RA402; from Olomouc town in the Czech Republic to Moscow — the load from the Czech Republic to Lithuania was shipped by the driver Vygantas Švelnys taking the Volvo vehicle Gov. No. B776AE39/ZA795, and from Lithuania to Moscow — by Olegas Bilius taking the same vehicle. On July 31, 2006, the off-shore company Gordon Management Consultants LLC. placed an order to ship loads: from Warsaw to Moscow. From Poland to Lithuania went the driver Albinas Barauskas, and from Lithuania to Moscow — Algis Mickevičius taking the Iveco vehicle Gov. No. IEK014/ZA799. For these transportation services ordered on August 7, 2006–July 31, 2006 and carried out by the company, Mita Group LTD. transferred USD 20,050 into the company's account. He additionally claimed that the orders to ship the loads from Lithuania to Moscow are usually placed by the off-shore companies. The off-shore company Gordon Management Consultants LLC. has a contract on customs service provision concluded with the customs warehouses in Alytus (Vol. 62, f. pp. 119–120).

On October 19, 2006, the Bank of Lithuania by Letter No. 1200-692 informed that the laws of the Republic of Lithuania and legislation of the Bank of Lithuania do not regulate in detail the procedure for opening of bank accounts in Lithuanian banks, do not establish the sample (typical) documents, and matters regarding opening of bank accounts should be dealt with pursuant to the Civil Code of the Republic of Lithuania and the particular bank's documents, which establish the procedure for opening bank accounts. The legislation of the Bank of Lithuania also does not regulate the procedure for record keeping and storage of bank's ingoing and outgoing documents. Record keeping and storage of documents should be carried out pursuant to the Law on Documents and Archives of the Republic of Lithuania and legislation related the implementation thereof (Vol. 39, f. p. 21).

On December 13, 2006, an application to Ūkio Bankas was sent in order for it to provide data on the computers (IP, MAC addresses, date, time), from which the representatives of the companies during the period from August 1, 2006 to December 12, 2006 were logging into the ETA Bankas system and making transfers from these accounts. A response was received that the program in use does not associate the IP addresses of computers logged into the ETA Bankas system with user names, therefore it is impossible to determine the IP addresses of particular clients' computers (Vol. 58, f. pp. 196–197).

On February 1, 2008, a response from the International Liaison Office of the Lithuanian Criminal Police Bureau (LCPB) was received that the beneficiary of Advanta Corporation Bukalov Aleksandr is declared as a missing person (Vol. 57, f. p. 36).

On October 29, 2008, the response No. EK/11865/40/LT/06 from the International Liaison Office of the LCPB was received, which informs that the passport 4502 754053 issued for Komnatny Sergey Vyacheslav, is invalid since July 1, 2008 (reason — loss or theft). An information from the National Central Bureau of Interpol in Hong Kong was received that the company GREAT ALLIANCE CONSULTANTS LIMITED is registered in Hong Kong since August 4, 2005. The company's registered address is: 3/F, Jonsim Place, 228 Queen's Road East, Wanchai, Hong Kong. The company GREAT ALLIANCE CONSULTANTS LIMITED is owned by (acting on behalf of) the CORPORATE SECRETARY "AALL & ZYLEMAN COMPANY LIMITED". After checking the indicated address, it has been confirmed that the facilities located at the indicated address, are occupied by AALL & ZYLEMAN COMPANY LIMITED. The Directors of the company GREAT ALLIANCE CONSULTANTS LIMITED are MULTIHOLD LTD., registered at the address: Suite 205, Saffrey Square, Bank Lane Nassau, Bahamas, and INHOLD LTD., registered at the same address as MULTIHOLD LTD. (Vol. 57, f. p. 50).

On December 27, 2006, by the Letter of Transmittal No. 14.2-5128 (14.5-481) of the Prosecutor General's Office of the Lithuanian Republic, the Application for Legal Aid of the law enforcement authorities of the Russian Federation dated November 21, 2006, was sent to the Prosecutor General of the Russian Federation to interview persons who opened accounts at AB Ūkio Bankas, as well as to provide information about the ongoing investigation in the Russian Federation (Vol. 39, f. pp. 27–42, 45–46).

On April 25, 2007, by the Letter of Transmittal No. 14.2-1463 (14.5-111) of the Prosecutor General's Office of the Lithuanian Republic, the Application for Legal Aid of the law enforcement authorities of the Russian Federation dated March 13, 2007, was sent to the Prosecutor General of the Russian Federation, which provides newly obtained information, and repeatedly requests to provide information about the ongoing investigation in the Russian Federation (Vol. 39, f. pp. 57-73).

By the Letter of Transmittal No. 8211-106-07 dated June 18, 2007, the Prosecutor General's Office of the Russian Federation sent the Partial Response to the Application for Legal Aid dated November 21, 2006 (Vol. 39, f. pp. 95-128).

During the execution of the Application for Legal Aid dated April 12, 2007, **Shishov Aleksandr Aleksandrovich** was interviewed as a witness, and claimed that his son Shishov Andrey Aleksandrovich currently lives and works in Moscow. Neither he nor his wife has no knowledge of where he works, at which organisations and locations, since their son has been changing his workplaces. He has never heard the words "Buron Capital Corp." from his son; he has no knowledge whether his son worked or had relations with foreign companies; his son has never told him about this. In 2000, his son lost his passport, but has found it. He rarely visits his parents at Ukolovo village in Gubkin town in Belgorod Region. He usually speaks with his son via mobile telephone No. 8-495-771-10-18. His son knows foreign languages at a school education level. Son's interests were related to computers. Shishova Vera Andreyevna interviewed on April 12, 2007 as a witness, confirmed the same testimony as her husband Shishov Andrey Aleksandrovich. The Federal Migration Service submitted a statement that Shishov Andrey Aleksandrovich is registered at Ukolovo village in Gubkin town in Belgorod Region (Vol. 39, f. pp. 107-114). As a response, a statement that the mobile telephone No. 9257711018 belongs to Grishina Inessa Aleksandrovna, reg. at Ukolovo village in Belgorod Region, has been submitted (Vol. 39, f. pp. 107-114).

During the execution of the Application for Legal Aid dated April 23, 2007, **Dudorova Tatyana Antonovna** was interviewed as a witness, and claimed that in April 2006, she saw a recruitment advertisement, but has no recollection of where exactly she saw it. Having called the indicated telephone number, she met with a representative. She claimed that the representative concluded the Contract of Employment with her in the position of the Director of the company Logotreck Products Inc. She did not keep this contract; she has no recollection of persons with whom she interacted. She also does not remember who on behalf of the company signed the contract with her. As a Director, she had to sign contracts and bank documents. She did not interfere with company's activities; she had a contact only with Orekhov Vladimir, who was the Director of Fontana Invest Inc. Limited. She claimed that Orekhov always called her himself; she did not have his telephone number or address. He himself was bringing contracts and bank documents to her, which she had to sign. After signing the documents, Orekhov took them with him; he did not leave any documents. She did not have Logotreck Products Inc.'s seal; she did not remember exactly whether the documents brought by Orekhov bore a seal or whether she signed, and then he put the seal. She learned from the documents that Logotreck Product Inc. purchases office equipment abroad, and sells it in the Russian Federation. She did not try to find out more about company's activities, and Orekhov did not tell her. Logotreck Product Inc. was purchasing office equipment abroad, and in the RF territory, Logotreck Products Inc. was selling it in accordance with the contracts to Fontana Invest Inc. Limited, which was engaged in realising office equipment to purchasers. She has no knowledge of the names Mita Group Ltd., Belotract Global Inc.; she could give no explanation about business Logotreck Products Inc. had with these companies. On April 24, 2007 during the additional interview, the witness Dudorova T. A. claimed that she had signed the AB Ūkio Bankas's documents: the Card of Signature, the Application for Opening an Account, the Bank Account Agreement, the Internet Services Agreement; she did not remember when she signed these documents; she cannot indicate whether she signed them at the same day as indicated therein. She claims to not remember the dates when Orekhov was bringing the documents to sign. She has no knowledge of where the documents she signed are stored now; she claims that she had been only once in Moscow at notary's office, where she signed the Power of Attorney; any other documents she signed in Novomoskovsk city. A statement

from the Senior Investigator Lavrentyeva E. K. of the Investigative Division (ID) of the Novomoskovsk District Department of Internal Affairs (DIA) was received that there was no possibility to take the documents of Logotreck Products Inc. from Dudorova T. A., as she indicated in the interview that she did not keep any documents related to activities of this company (Vol. 39, f. pp. 119–128).

The Partial Response No. 82/1-926-07 dated September 11, 2007 to the Application for Legal Aid, received on October 9, 2007 from the Prosecutor General's Office of the Russian Federation, informed that an active interrogation is performed in a criminal case in the Russian Federation related to determining the source of monies which entered therefrom into the bank accounts located in the Republic of Lithuania, and, in addition, to persons who contributed to the identification of these offences under the investigation. The response also noted that the removal of restrictions imposed on the off-shore companies' funds, which are held in Lithuanian crediting organisations, would have negative repercussions for the ongoing investigation in the Russian Federation; in the event of emergence of legal grounds to arrest the seized funds, an international transfer with a relevant request shall be immediately sent to the Lithuanian law enforcement authorities. A copy of the Resolution to Prosecute dated September 8, 2006 is also included. The Resolution to Prosecute states that unidentified persons amongst OOO MKB Diskont's employees, during the period from June 30, 2006 to August 29, 2006, in order to conceal prohibited activities made large payments for the benefit of three foreign companies (Ennerdale Investments Limited, Indeco Engineering Limited, and Fontana Invest Inc. Limited) in accordance with fictitious transactions, by which the companies OOO Solanzh and OOO Saturn-M from the aforementioned non-residents obtained various industrial products in the Russian Federation for more than 41 billion Roubles. OOO Saturn-M and OOO Solanzh were registered in 2005 on behalf of persons completely unrelated thereto, and with no intention to engage in lawful business, in order to extract material benefits and conceal prohibited activities (Vol. 39, f. pp. 139–145).

The Partial Response No. 82/1-926-07 dated October 31, 2007 to the Application for Legal Aid, received on November 30, 2007 from the Prosecutor General's Office of the Russian Federation, informed that OOO Karat's address of registration at St. Petersburg, Pushkinskaya Str. 9-A, Room 10H was visited, but such company was not found. OOO Karat with the following data: INN 7831000098, KPP 783501001, registered office at St. Petersburg, Pushkinskaya Str. 9-A, Room 10H is not registered. On September 28, 2007, a witness Ushakevich Andrey Valentinovich was interviewed, who claimed that on October 1, 2003 he opened the company OOO Karat in order to acquire basement at St. Petersburg, Pushkinskaya Str. 9-A, Room 10H in order to engage in commercial activities. In organising the company OOO Karat, he acted as a sole founder, Director General and Senior Accountant; the formalisation took about 2 years. Further planned commercial activities failed, since the district administration refused to make a separate (designed) exit to Pushkinskaya Street. For said reason, he lost interest in the basement, further formalisation of said premises and the company OOO Karat. He claimed that he had not conducted any OOO Karat's activities since 2005. He had concluded no contracts, including the Contract No. 02/05/1104 with the companies: UAB Sofralita, Mita Group Ltd., and Indeco Engineering Limited; established no relations therewith via facsimile or any other means. He has signed no documents, contracts on the money transfer, no sort of contractual obligations; he confirmed that the company OOO Karat has no office (Vol. 39, f. pp. 150–192).

The Letter of Transmittal No. 82/1-926-07 dated December 28, 2007 of the Partial Response to the Application for Legal Aid, received on February 20, 2008 from the Prosecutor General's Office of the Russian Federation, informed that Vernovsky Aleksey is not registered in Moscow and Moscow Region, and of failure to identify person Vladimir Orekhov due to lack of personal data (Vol. 40, f. pp. 23–25).

During the execution of the Application for Legal Aid dated June 27, 2007, the witness Kosulnikova Yuliya Vladimirovna claimed that she had not signed the Contract No. 68 dated July 3, 2006 and the Supplements thereto: the Specification No. 1, the Power of Attorney dated November 20, 2006; she has no knowledge of who signed these documents (Vol. 40, f. pp. 26–27).

The Letter of Transmittal No. 82/1-106-07 dated December 28, 2007 of the Partial Response to the Application for Legal Aid dated March 13, 2007, received on February 6, 2008 from the Prosecutor General's

Office of the Russian Federation, provided the interviews of the witness. On May 21, 2007 the witness **Rodionov Mikhail Nikolayevich** was interviewed, who claimed that he has been the Director General of the Mita Group Ltd. since 2004. He has no recollection of who offered him this job; he claimed to have the organisation's seal, and that from 2004 till now this seal has not changed. In 2004, he opened an account for Mita Group Ltd. at the AB Ūkio Bankas's representative office in Moscow. He claimed to have filled out the Client Questionnaire, the Application for Opening an Account, the Signature Specimen Card, the Bank Account Agreement, the Internet Services Agreement; all documents were signed by him. He did not take his copies of the account opening agreements from the bank. He received the codes for account management at the bank's representative office in Moscow from a manager; he did not pass the codes to anyone; he claimed that they are on him. Mita Group Ltd is a large trading company, which is engaged in the wholesale trade of food products, tobacco products, alcohol, cutlery, and household chemicals. Ennerdale Investments Limited, Machinery Trade S.A., Logotreck Products Inc., Advanta Corporation, Korofalt Ventures are trading partners of Mita Group Ltd., and the company Mustangas is a transport company whose services are used by Mita Group Ltd. Mita Group Ltd. received USD 3,860,000 from Ennerdale Investments Limited in accordance with the contract on selling canned meat. He claimed that Mita Group Ltd. paid the company Mustangas for freight transportation. He claimed that Mita Group Ltd. made no payments to the company Gordon Management Consultants LLC.; he has no knowledge thereof. It is difficult to provide an answer to the question whether he knows Roman, Andrey, Valentina, and Ashot without knowing their surnames or any other additional data (Vol. 40, f. pp. 63–74).

By the Application for Legal Aid, on November 14, 2007, **Shakhov Vladimir Ivanovich** was interviewed, who claimed that approximately in the middle of Spring 2006, when he was drinking alcoholic beverages with his friend Sergey Gorbachev, in his house yard he was approached by a man called Petya by everyone. Shakhov V. I. claimed that he was not personally acquainted with him, but he knew that he lived in one of the adjacent houses, and was engaged in buying and selling used cars. Petya offered each to earn 50 U. S. Dollars for signing some sort of documents. He told the address where they needed to come to receive the money; he has no recollection of the exact address — somewhere in the centre of Moscow. He met with Petya outside the building. He and Sergey remained outside whilst Petya entered the building, and after a while he returned with a young man who was wearing a business suit and a tie. Petya remained outside, and he and a young man went to second floor to an office where they signed a series of documents, in places marked by check marks. Sergey also signed some sort of documents. He signed documents without reading them, then he descended to the bottom, where Petya gave 50 US Dollars to him and Sergey. After that, he has not seen Petya anymore. Petya looked like this: 43–45 years of age, 180–183 cm of height, medium build, Slavic ethnic appearance, brown hair, elongated face, hair cut short, combed to the side; he claimed that he had heard somewhere that Petya came from Tula. When asked whether he opened an account for the company Vectrus Commerce Bank Ltd. at Ūkio Bankas located in Republic of Lithuania, he replied that he had not opened any accounts for any company. He claimed to have no knowledge of the name of the company Vectrus Commerce Ltd., and that he is not related to activities thereof in any way. He signed the submitted Signature and Seal Card, Bank Account Agreement No. 180-04/2118-01 dated April 12, 2006, and Internet Services Agreement No. 180-04/2118-02 dated April 12, 2006; he speculated that he signed these documents under the circumstances mentioned at the beginning of the interview; when signing documents **they did not bear any seals**, as well as any other signatures except his. The young man, in whose presence he signed the documents, made copies of their passports. He did not receive the codes for on-line account management and code generators; he had no idea about what it means. After signing mentioned documents, he did not left them to him. He has no relation whatsoever with activities of the company Vectrus Commerce LTD. (Vol. 40, f. pp. 75–85).

By the Application for Legal Aid, on November 14, 2007, **Rostyashvili Oksana Vyacheslavovna** was interviewed, who claimed that she had not working since 1999; in Summer 2004 she received level 1 disability, as she suffers from tuberculosis; later in the middle of 2006, she received level 2 disability. Since

92, she has never crossed the RF border, and has been a permanent resident of Moscow. Therefore in 2006, she did not go or be to the Republic of Lithuania or any other country — only the Russian Federation. She has no knowledge of AB Ūkio Bankas; has never heard thereof. She has never opened an account neither for herself nor for anyone else at any bank of the Russian Federation and other countries. She has never filled out any account opening documents; she has no knowledge of what is needed in order to so, and what is the procedure for opening, therefore she could not have received any documents and codes whatsoever. She claims to have no knowledge neither of Annava Limited nor of Fontana Invest Inc. Limited. She claims to have never been appointed as a representative of any company; she does not have any seal; has no knowledge of what activities are carried out by Annava Limited and Fontana Invest Inc. Limited. After being shown the Bank Account Agreement No. 180-04/2059-0 dated March 22, 2006 and concluded in her name on opening the account No. LT39 7010 0000 2060 3123, she claimed that she had never seen or signed shown document.

By the Application for Legal Aid, on July 9, 2007, **Gorbachev Sergey Ivanovich** was interviewed, who claimed that since 2006 he had not been employed anywhere; previously he used to work as a head of a car park. Since 1998, he has never crossed the RF border, and has been a permanent resident of Moscow; has never been to the Republic of Lithuania or any other country. He has no knowledge of AB Ūkio Bankas; has never heard thereof. He claims that he had never opened an account neither for himself nor for anyone else at any bank of the Russian Federation and other countries. He has never filled out any account opening documents; he has no knowledge of what is needed in order to so, and what is the procedure for opening, therefore he could not have received any documents and codes whatsoever. He has no knowledge of the companies Moduls Business Inc. and Ennerdale Investments Limited; has never been appointed as a representative of any company; does not have any seal; has no knowledge of what activities are carried out by these companies. The inscription "Gorbachev Sergey Ivanovich" and signature in the Bank Account Agreement No. n180-04/2116-0 dated April 12, 2006 and concluded in his name on opening the account No. LT68 7010 0000 2060 3280, which was shown to him for information, were not concluded and signed by him (Vol. 40, f. pp. 119–124).

By the Application for Legal Aid, on May 18, 2007, **Demyanov Yevgeny Gennadyevich** was interviewed, who claimed that the account had been opened at the bank's representative office in Moscow, which is located in Lukovy Pereulok. He called the AB Ūkio Bankas's representative office and requested them to send him via e-mail documents required to open an account at this bank, then agreed on the time when he could come and hand over the documents for examination. A month later, the account was opened for him. He signed himself all documents required at AB Ūkio Bankas for opening an account. He himself filled out electronically the Questionnaire and client's side of the agreements, and left blank the bank's side. In the presence of bank's representative, he signed and entered his name, patronymic, and surname, the bank's side was left unsigned; it was never given to him signed, but they gave him the codes for on-line management, and that was the evidence that an account was opened for him. He signed all required documents at the bank's representative office in the presence of a manager who received the documents on the date of their handover. He signed no further documents related to the bank account. The bank has not given him the agreements on opening an account. The manager handed over the account management codes. He claims that he handed over the codes to the Director of Advanta Corporation; does not remember the exact date of handover. Advanta Corporation is a trading company; the main activity thereof is television, video, and audio equipment trade. He is a trustee of the company in accordance with the Power of Attorney, which was signed by the Director of the company Advanta Corporation. He claims to have company's seals. Ennerdale Investment Limited is one of the main purchasers; Machinery Trade S.A. and Mita Group Ltd. are commercial partners. Payments were made in accordance with trade contracts, copies of which were submitted to Ūkio Bankas at the bank manager's request (Vol. 40, f. pp. 138–142).

By the Application for Legal Aid, on May 14, 2007, **Kosulnikova Yuliya Vladimirovna** was interviewed, who claimed that she does not have and never had a foreign-travel passport, had never opened bank accounts at AB Ūkio Bankas, had never filled out any bank cards whatsoever, had never received any

codes for on-line account management, had no knowledge of the company Belotract Global Inc., had never been appointed as a Director thereof, and she does not have and never had a seal thereof (Vol. 40, f. pp. 143–148).

By the Application for Legal Aid, the Resolution dated November 13, 2006 was received in order to carry out seizure at AB MDM-Bank, which established that on August 29, 2006, from 27 accounts located at Moscow banks 1.595 billion Roubles entered into the correspondent account No. 3010 1810 5000 0000 0908 of OOO MKB DISKONT at the Department No. 4 of the Bank of Russia Moscow Regional Branch, of which 1.592 billion Roubles were addressed to two organisations — OOO Solanzh and OOO Saturn-M. These companies were founded by unidentified persons, who were employees of the bank DISKONT, and registered on behalf of straw persons with no intention to engage in business, but with a purpose to conceal prohibited activities by making large payments for the benefit of three foreign companies — Ennerdale Investments Limited, Indeco Engineering Limited, and Fontana Invest Inc. Limited in accordance with fictitious operations, related to the acquisition of various industrial products therefrom carried out by OOO Solanzh and OOO Saturn-M in the territory of the Russian Federation. In August 29, 2006, the bank DISKONT sent payment orders for the Bank of Russia to debit from its account 1.498 billion Roubles into accounts of third parties. These debits were carried out in accordance with two types of operations: the conversion operation carried out by the bank DISKONT itself by converting the cashless Roubles at its disposal into a foreign cashless currency for the amount of 1,157.7 million Roubles, and the cashless transfers by the clients' payment orders into various accounts of companies and organisations located at other banks for the amount of 340 million Roubles. Some transfers have been carried out in accordance with own conversion operations into MDM-Bank for the amount of 256.87 million Roubles (the purchase of 32.03 million U.S. Dollars) and the amount of about 300.79 million Roubles (the purchase of 10.136 million U.S. Dollars and 0.8625 million Euros) into Metallinvestbank. Earlier during the business day, funds, which entered into the accounts of the companies Solanzh and Saturn-M, have been transferred expeditiously by internal bank transfers into the accounts of three aforementioned non-resident organisations. Usually the bank converted Roubles into foreign currency, and then sent them abroad in accordance with payment orders of the non-resident companies via the Austrian bank Raiffeisen Zentralbank Oesterreich AG. However, in August 29, 2006, there were no transfers between the companies Solanzh, Saturn-M, and three foreign companies Ennerdale Investments Limited, Indeco Engineering Limited, and Fontana Invest Inc. Limited. At the same time, the conversion operations, as well as the transfers from the currency correspondent account of the bank DISKONT into third parties outside the territory of the Russian Federation, have been made. Internal accounting of the bank DISKONT does not reflect any aforementioned operations in its correspondent account at Raiffeisen Zentralbank Oesterreich AG. Daily turnover was shown as zero. There are no documents related to the conclusion and execution of the conversion transactions at the bank DISKONT. However, MDM-Bank and Metallinvestbank confirm the execution thereof and the transfer of funds into the account of the bank DISKONT at the bank Raiffeisen Zentralbank Oesterreich AG. The Austrian bank also confirms thereat the fact of the operations carried out in the account of the bank DISKONT. On August 30, 2006, the bank DISKONT submitted a payment order for the bank Raiffeisen Zentralbank Oesterreich AG to transfer foreign currency acquired on August 28 and 29, 2006 into 12 foreign bank accounts. On August 31, 2006, the Central Bank of the Russian Federation abolished the license of the bank OOO MKB DISKONT valid since September 1, 2006 on the grounds that the crediting organisation failed to comply with the federal law regulating banking activities, and the normative acts of the Bank of Russia, as well as more than once during the year violated the requirements as provided for in the Federal Law on Combating Money Legalisation (Laundering) and the Financing of Terrorism. In total, during the period from June 30, 2006 to August 29, 2006, unidentified persons made large payments for the benefit of three aforementioned foreign companies in accordance with fictitious transactions with OOO Saturn-M for the amount over 25 billion Roubles and with OOO Solanzh for the amount over 16 billion Roubles, and in total for the amount over 41 billion Roubles (Vol. 40, f. pp. 149–154).

By the Application for Legal Aid, on May 28, 2007, **Khonchev Vasily Ivanovich** was interviewed, who claimed that in 2004, he decided to engage in commercial activities; carrying out brokering transactions through an off-shore company seemed to be the most appealing to him. In 2005, he contacted via Internet the consulting company International Overseas Services (I.O.S.) (www.ioserv.com), which provides a wide range of services for entrepreneurs, as well as in the field of co-operation with off-shore companies. Through the mediation of said company, in 2005, he became the Representative of the off-shore company Great Alliance Consultants Limited. Documents were sent to him by post. Based on the documents, the company Great Alliance Consultants Limited, was incorporated (registered) in Hong Kong on August 4, 2005 under No. 987556. Directors thereof are legal persons Inhold Ltd. and Multihold Ltd. located in the Bahamas. The company's secretary is the legal person Aall & Zyleman Company Limited located in Hong Kong. The registered office of the company is located at: 3/F, Jonsim Place, 228 Queen's Road East, Wanchai, Hong Kong. Amongst received documents, there was a Power of Attorney issued by the company Great Alliance Consultants Limited, which granted him powers for legal representation to conclude any transactions on behalf of and for the interests of the company, as well as the seal bearing the company's name. At the advice of I.O.S., he opened a multicurrency account at the Lithuanian bank Ūkio Bankas, whose office is located in Moscow, Sretenka. This enabled to make payments both in Russian Roubles and in any other foreign currency. The account is managed through the "bank-to-client" system from any location that has access to the Internet. All documents required for opening a bank account, namely: the Application for Opening an Account, the Signature and Seal Card, the Bank Account Agreement, and the Internet Banking Service Agreement, he filled out manually himself at the Ūkio Bankas's representative office. He claims that since 2006, he has started his business in the field of brokerage. Business scheme is as follows — in the Internet, he finds an opportunity to purchase some liquid goods, on the one hand, and an opportunity to sell them, on the other. He contacts a seller and a purchaser, but does not directly acquaint them to one another. Therefore, to a seller he is the purchaser, and a purchaser he is the seller. If these conditions allow for carrying out the transaction, he carries it out in his own name. He receives a message about the purchaser's readiness to transfer money. He notifies the seller about this, and obtains information about location of goods and conditions for obtaining. When money enters into his account, he transfers it to the seller, and forwards the information about the goods to the purchaser. The purchaser receives the goods by oneself at the location specified by the seller. He claims that under such work scheme, he has no need for neither office nor employees, nor production capacity. Furthermore, all accountability of the company is managed by the company I.O.S. He claimed to be an authorised legal representative of the company Great Alliance Consultants Limited. A copy of the Power of the Attorney in the English language he attached to the interview protocol; he claimed that until now, the seal is on him. When further asked about the company's activities, he claimed that the company was engaged in trading and brokerage by concluding commercial transactions on purchase and sale of goods with various counterparties, acting either as a seller or as a purchaser. He refused to talk about the exact nature of carried out transactions, fearing that it might damage his business. Based on his testimony, the company Indeco Engineering Limited as a purchaser acquired from the company Great Alliance Consultants Limited a batch of consumer electronics for 500,000 U.S. Dollars. The transaction was formalised on July 26, 2006 by the Contract No. 79. The goods were listed in the Contract Specification. Delivery execution was approved on August 14, 2006 by the Protocol No. 16. A copy of the Contract with the Specification and a copy of the Protocol he submitted to the protocol. When asked on what basis and for what the company Great Alliance Consultants Limited transferred 500,000 U.S. Dollars on August 30, 2006 to the company Indeco Engineering Limited, he replied that 500,000 U.S. Dollars was a price of the contract on delivery of the consumer electronics. This amount has been transferred as a payment for performed delivery, as provided for in the contract conditions. He claims that during the transfer all this amount had been blocked in Lithuania, and his business had actually stopped. For that reason, he concluded an appropriate agreement with the Lithuanian lawyer, who is seeking that the blockage of monies would be lifted. There is a technical error in the documents submitted to the Kaunas Prosecutor's Office, whilst in fact his status as a representative has not

changed. Therefore it is natural that there was no need to notify AB Ūkio Bankas on the change of position. The specified error has been corrected, and the corrected version of the Supplement to the Legal Assistance Contract has been submitted to the Kaunas Prosecutor's Office, wherein he is correctly referred to as the Representative of the company Great Alliance Consultants Limited, rather than the Director. To the questions whether he has received the codes for on-line bank account management (the PIN, TAN codes), the code generators, and whether he has made payment orders from the account at AB Ūkio Bankas, he replied that he has received, and that he has carried out operations in this account using the bank-to-client system (Vol. 40, f. pp. 165–174).

By the Application for Legal Aid, on May 10, 2007, **Filipov Yury Nikolayevich** was interviewed, who claimed that during the period approximately from December 1999 to December 2005, he had been engaged in registration of legal persons, and then selling the registered firms to his acquaintances; he did not keep any records. Around 2005, he in his own name registered at the Moscow City Tax Inspectorate, he has no recollection at which exactly, the company Westline Associates Limited, of which he was the Director General and the founder (self-appointed), and then he sold the company to a Latvian citizen; he does not have his coordinates. The Latvian citizen has found him through certain acquaintances of his, but the purchaser has asked him to open a bank account in his own name at Ūkio Bankas located in Lithuania. Then, at the beginning of November 2005, he issued the Power of Attorney for the citizen of Latvia (he does not have his coordinates) to represent company's rights on his behalf, re-register and terminate company's activities, open and close bank accounts, manage them, and so on; he did not and does not have any relations with the company Westline Associates Limited, and he has no knowledge of what it is engaged in. Around November 2005, in order to pick up the Power of Attorney, the registration documents of the company Westline Associates Limited as well as the seal thereof, the citizen of Latvia himself arrived to him (from his own words); he did not show his documents, to whom he has sold the company. He has not seen this citizen anymore, and has no knowledge of the activities of the company Westline Associates Limited. Accordingly, he has no knowledge of the relation with the company Ennerdale Investments Limited; he also does not know on what basis the company Ennerdale Investments Limited transferred 900,000 U.S. Dollars on August 30, 2006 to the account of Westline Associates Limited. He does not have any documents and the seal of the company Westline Associates Limited. On December 9, 2005, he did not conclude the Bank Account Agreement No. 180-04/18190; he claims that a signature in the agreement is not his; he does not know what is this Power of Attorney dated November 11, 2005 in accordance with which he supposedly worked; he has never been to Lithuania; he has not opened any account there (Vol. 40, f. pp. 185–190).

By the Application for Legal Aid, on January 27, 2006, the Death Act Record No. 645 was received, which states that **Bunakov Vladimir Viktorovich**, b. December 2, 1953, died on January 26, 2006 in Moscow of liver and kidney failure, and liver cirrhosis (Vol. 40, f. pp. 192–196).

By the Application for Legal Aid, on May 22, 2007, **Gauk Valery Pavlovich** was interviewed, who claimed that Irina Pavlovna Gauk is his sister. Actually, Irina is registered at the indicated address, but he has no knowledge of her actual place of residence. Residing with him is Irina's under-age daughter Tatyana Artyomovna Gauk, born in 2000. His mother Larisa Savelyevna Gauk is registered as daughter's legal guardian, since Irina does not take care of or raise her daughter. At the address of registration, Irina appears very rarely; last time she has visited her daughter was 6 (six) months ago. About her activities, he knows only that she does not work, does not have secondary education, and is a layabout. He has no knowledge of Irina's current whereabouts; does not know her contact telephone numbers; can accurately tell that Irina has never had any business. Names: Vladimir Ivanovich Shakhov, Oksana Vyacheslavovna Rostyashvili, Yuliya Vladimirovna Kosulnikova, Yevgeny Gennadyevich Demyanov, Tatyana Antonovna Dudorova, Vasily Ivanov Khonchev, Sergey Ivanovich Gorbachev, Andrey Aleksandrovich Shishov, Yury Nikolayevich Filipov, Borys Balenko, Mikhail Nikolayevich Rodionov, and Vladimir Viktorovich Bunakov do not say anything to him; no such person is amongst his acquaintances. He wishes to add that a large number of firms is formalised on Irina's name, and thus far, the tax authorities continue to send summons on her name. He submitted to the

interview protocol a copy of Irina's passport pages, a total of 4 (four) pages. Should Irina appear at the address of registration, visit her daughter, or make any contact, he made a commitment to notify her immediately and to strongly insist that she come to the law enforcement authorities (Vol. 40, f. p. 197–Vol. 41, f. p. 10).

By the Application for Legal Aid, on May 21, 2007, **Komarov Svyatoslav Vladimirovich** was interviewed, who claimed that the AB Ūkio Bankas's representative office receives documents and then hands them over to Kaunas in order to explore the possibilities and make a decision to open an account. During the submission of the documents, participation of company's director or other authorised person is required; it is also required to have the Instruments of Incorporation of the company. The Director or authorised person submits his/her passport. A person authorised by the company signs banking documents (the Application for Opening an Accounts, Signature Specimen Card, Bank Account Agreement, Internet Services Agreement with Supplements). S. V. Komarov signed the card, confirming the identity and signature of the person authorised by the company. The column "Signature and Job Title of Confirming Organisation" bears the signature with a decryption of the surname (Komarov), the agreement number and date; there is also a signature on the copy of passport of the representative of the company which submitted documents. The Ūkio Bankas's representative office has a seal, but it is intended to be used for internal economic purposes of the representative office. For instance, for concluding Contracts of Employment with employees, for bank transfers, for concluding contracts with other customers, for tax accountability of the representative office. Currently, the representative office has three employees: the Director of the representative office S. V. Komarov, the Deputy Ivan Tikhonenko, and the Client Manager Ana Zvonova. The duties of the Director and Deputy Director of the representative office include confirming clients' personal identities and copies of the Instruments of Incorporation of legal persons. Currently, the companies' representatives sign manually and enter their name and surname by themselves, but in 2004–2005 the name and surname of the company's representative could be entered by bank's employee. In accordance with internal rules, filling out documents is not a client's obligation, other than the signature of client's representative. When opening an account, clients leave their contact telephone number or any other information on how to contact them, or they make a call by themselves. Currently, the PIN, TAN codes, and password generators are usually issued at the representative office in Moscow. Clients sign the Supplement No. 1 to the Internet Services Agreement to confirm that they have received them (he attached to the protocol an approximate copy of the document) (Vol. 41, f. pp. 12–23).

Based on the testimony of the Director of UAB Mustangas Jonas Zalieckas, the telephone numbers (495) 916-33-92 and (495) 258-67-91 were used by the representatives of Gordon Management Consultants LLC.: persons Roman and Andrey, Valentina and Ashot. By the Application for Legal Aid, the inquiries and replies were received that the subscriber of the telephone No. (495) 916-33-92 since December 1, 2005 to present has been OOO Stroyinvestesteid, Podsosensky Pereulok 23, legal address: Nizhnyaya Str. 6 (Vol. 41, f. pp. 24–25), telephone No. 258-67-91 during the period from January 2006 has been used by OOO Layonss, legal address: Moscow, Chetverty Roshchinsky Proyezd 19, bldg. 2, billing address: Moscow, Pyaty Donskoy Proyezd 21B, bldg. 42, contact person: Vladimir Dorofeyev (Vol. 41, f. p. 29).

By the Application for Legal Aid, on May 24, 2007, **Doskovsky Timofey Fyodorovich** was interviewed, who claimed that he is a dealer at AB AKB MDM-Bank. In accordance with the General Agreement dated February 2, 2006 between MKB Diskont and AB AKB MDM-Bank on conditions for carrying out joint operations in foreign exchange and money market, he concluded transactions on purchase and sale of cashless currency. The transactions were concluded by dealers negotiating via banking telephones. A dealer of the bank Djskont called by banking telephone, and requested a cashless currency exchange quotation (buying/selling) at some point. After receiving the currency quotation, the dealer of the bank Diskont made a decision to conclude the transaction. If it he was satisfied with the currency selling price, then the transaction was concluded. Having concluded the transaction, the dealers consulted on the amount of the transaction, the transaction price, and value date. All parameters of the concluded transactions were included in the bank's computer data system. After the transaction had been included in the program, their supporting staff (the Settlement Department) contacted the Settlement Department of the bank Diskont, and confirmed

the conditions of the transaction. Banks were exchanging the confirmations via SWIFT system or telex. When confirming the transaction, parties indicated the parameters thereof as well as their Rouble and currency details. After indicating all conditions, direct settlements were carried out between the banks. He concluded all AB AKB MDM-Bank's transactions with the bank Diskont. Return and blockage of money in accordance with the transactions is outside his competence (Vol. 42, f. pp. 142–143).

The **Letter of Transmittal No. 82/1-926-07 dated December 28, 2007** of the Partial Response to the Application for Legal Aid dated March 13, 2007, received on February 20, 2008 from the Prosecutor General's Office of the Russian Federation, informed that Vernovsky Aleksey is not registered in Moscow and Moscow Region, and of failure to identify person Vladimir Orekhov due to lack of personal data (Vol. 40, f. pp. 23–25).

On February 14, 2008, by the Letter of Transmittal No. 2-608 (14.5-345) of the Prosecutor General's Office of the Lithuanian Republic, the Application for Legal Aid of the law enforcement authorities of the Russian Federation dated October 15, 2007, was sent to the Prosecutor General of the Russian Federation, which provides newly obtained information in the Lithuanian Republic, and requests to interview the witnesses (Vol. 40, f. pp. 4–20).

By the Letter of Transmittal No. 17/sg-22344 dated December 11, 2008 of the Response to the Application for Legal Aid dated October 15, 2007, received from the Investigative Committee under the Ministry of Internal Affairs of Russia on December 15, 2007, copies of witness interviews were submitted (Vol. 42, f. pp. 171–172). The witness **Rostyashvili Oksana Vyacheslavovna** interviewed on September 19, 2007 claimed that currently she is unemployed, has level 2 disability, previously till 1999 has worked for a year as a packer at the grocery store Dora, which is in Moscow City, Lefortovo Yurevsky Per. She has never been engaged in any commercial or business activities; has never opened a bank account neither within the territory of the Russian Federation nor abroad; has never been a representative of any company nor she is currently. She does not have a foreign passport, she has never been outside the Russian Federation. On March 2005, her brother Kravchenko Nikolay Vyacheslavovich, b. June 20, 1978 in Moscow, requested her to be his guarantor, because he wanted to get a credit at Sberbank, and she agreed. Together they went to the Sberbank's branch to formalise the credit documents. Prior to that, she had given him her passport in order to make photocopies, which, in her words, had to be submitted to the bank in order to obtain credit. He returned her passport at the same day. After that, she has never given her passport to anyone or lost it. Her brother Kravchenko N. V. is registered under her address of residence, but does not live together for about a year; she does not know where exactly her brother resides; he is living with some girl in the Quarter 4 of Kapotnya District; she does not know the house and flat numbers; she does not know his telephone number as well; sometimes he comes to visit her. The name of the company ANNAVA LTD. is unknown to her; she has heard about it for the first time; she has never opened a bank account for this company and has no knowledge thereof; she has never been a representative or head of the company. Around June 2007, she was summoned by the Investigator Lyukmanov Dinar, she has no recollection of his patronymic, of Moscow City South-East District Department of Internal Affairs, who interviewed her about the company, whose name does not remember, money transfer to Baltic states and some sort of goods, she does not remember exactly; and also specimens of her handwriting and signature were taken from her. She also explained to the Investigator that she is not related to this company whatsoever, and does not know anything about it (Vol. 42, f. pp. 174–178).

By the Application for Legal Aid, on September 28, 2007, **Khonchev Vasily Ivanovich** was interviewed, who claimed that in 2004, he decided to engage in commercial activities. For a long time, he has been studying in the accessible information sources, including the Internet, rights to conduct a business and organisational opportunities. Finally, he found the most acceptable to him conduct of brokering transactions through an off-shore company. In 2005, he established via the Internet relations with the consulting company International Overseas Services, which provides a wide range of services for entrepreneurs, including the field of cooperation with off-shore companies. Through the mediation of said company, in 2005 he became the Representative of the off-shore company GREAT ALLIANCE CONSULTANTS LIMITED. A package of

documents was sent to him by post. Based on the documents, the company Great Alliance Consultants Limited was incorporated in Hong Kong on August 4, 2005 under No. 987556. Its directors are legal persons Inhold Ltd. and Multihold Ltd. located in the Bahamas. The company's secretary is the legal person Aall & Zyleman Company Limited located in Hong Kong. The company's registered office is located at: 3/F, Jonsim Place, 228 Queen's Road East, Wanchai, Hong Kong. In the received package of documents, there was a Power of Attorney issued by the company GREAT ALLIANCE CONSULTANTS LIMITED, which granted him powers for legal representation to conclude any transactions on behalf of and for the interests of the company, as well as a seal bearing the company's name. At the advice of I.O.S., he opened a multicurrency account at the Lithuanian bank Ūkio Bankas, whose office is located in Moscow, Sretenka. This created opportunities to make payments both in Russian Roubles and in any other foreign currency. The account was managed through the "bank-to-client" system from any location that has access to the Internet. Since 2006, he has started his business in the field of brokerage. Business scheme was as follows — in the Internet, he finds an opportunity to purchase some liquid goods, on the one hand, and an opportunity to sell them, on the other. He establishes a connection with seller and purchaser, but does not directly acquaint them to one another. Therefore, to a seller he is the purchaser, and a purchaser he is the seller. He agrees with them on conditions for payment and delivery. If these conditions allow for carrying out the transaction, he carries it out in his own name. Then, he receives a message about the purchaser's readiness to transfer money. He notifies the seller about this, and obtains information about location of goods and conditions for obtaining. When money enters into his account, he transfers it to the seller, and forwards the information about the goods to the purchaser. The purchaser receives the goods by oneself at location specified by the seller. Under such work scheme, he has no need for neither office nor employees, nor production capacity. Meanwhile, all accountability of the company is managed by the company I.O.S. His powers are determined by the Power of Attorney issued by the company. He did not talk about specific carried out transactions. The company Indeco Engineering Limited as a purchaser acquired from the company Great Alliance Consultants Limited a batch of consumer electronics for 500,000 U.S. Dollars. The transaction was formalised on July 26, 2006 by the Contract No. 79. The goods were listed in the Contract Specification. Performance of delivery was approved on August 14, 2006 by the Protocol No. 16. For the reason that all this amount transferred into the account had been blocked in Lithuania, he concluded an appropriate agreement with the Lithuanian lawyer, who is seeking to unblock the monies. He refused to provide further testimony, making use of the right as provided for in the Art. 15 of the Constitution of RF, since he believes that it might damage his business (Vol. 42, f. pp. 179–184).

By the Application for Legal Aid, on September 19, 2007, **Shakhov Vladimir Ivanovich** was interviewed, who claimed that currently he is unemployed; from November 2006 to April 2007, he used to work in Yaroslavl. Before moving to Yaroslavl, he had been working for 4 years in Lyubertsy city at a kitchen manufacturing company as a electrician in the chief engineer's section. The name of the company VECTRUS COMMERCE LTD. is unknown to him; he did not and currently does not have any relations therewith. He was not and is not engaged in any commercial or business activity. He does not have a foreign passport; has never been outside the Russian Federation. Approximately 1.5-2 years ago, he lost his passport; does not know where and under what circumstances he lost it. After he had discovered that his passport is missing, after about 3 days, he found it in his post box. He has no knowledge of who has put it in there. He has never been a head or authorised person of any company; has not opened any bank accounts. The name MKB Bank Diskont (OOO) does not say anything to him; he does not know employees thereof. The organisations OOO Solanzh, OOO Saturn-M, Ennerdale Investmens Limited, Indeco Engineering Limited, and Fontana Invest Inc. Limited, are unknown to him, and he does not know employees thereof (Vol. 42, f. pp. 185–189).

By the Application for Legal Aid, on September 19, 2007, **Gorbachev Sergey Ivanovich** was interviewed, who claimed that currently he is unemployed. Until about January–February 2006, for 13 years he has been working as a head of a car park, which was located at Kuzminki, Okskaya Ul. 10, estate 1. The name of the company MODULS BUSINESS INC. is unknown to him; he has no relations therewith; has not been engaged in any commercial or business activity. He does not have a foreign passport; has never been

side the Russian Federation. He has never lost his personal passport; always had it with him. Around the end of 2005 or beginning of 2006, Piotr, he has no recollection of his surname and patronymic, parked his car in the car park where he worked, and offered to do him a favour — to make a copy of his passport for him, because he told him that passport copies are required for the submission of documents in order to obtain a credit. In the morning, he handed him his passport, and in the evening he came to park his car at the car park, and returned him his passport along with passport copies. Piotr's and his car's data were entered in a car park record, but the record was not retained after the demolition of the car park. Several times, 3 or 4, he does not remember exactly, he has submitted documents to various banks in order to obtain the credit, but he has been denied it, and he has never received it. Once, he has submitted the documents to the bank MMD, which is located near the Kurskaya metro station; then submitted them to a Sberbank's branch, which is located near the Vernadsky metro station; does not remember other bank's name, it is located near the Paveletskoye metro station. The name of the company MODULS BUSINESS INC. is unknown to him; he has heard it for the first time; has never opened any bank accounts for this company, and has no knowledge about it whatsoever; has never been a head or authorised person thereof. The name MKB Bank Diskont (OOO) does not say anything to him; he does not know employees thereof. The organisations OOO Solanzh, OOO Saturn-M, Ennerdale Investmens Limited, Indeco Engineering Limited, and Fontana Invest Inc. Limited, are unknown to him, and he does not know employees thereof (Vol. 42, f. pp. 190–194).

By the Application for Legal Aid, on September 7, 2007, **Kosulnikova Yuliya Vladimirovna** was interviewed, who claimed that currently she is unemployed. Around 2004, she left a child nutrition office, where she has been working in a position of packer for one year. The name of the company Velotrec Global Inc. is unknown to her; she claims that she does not and did not have any relations therewith whatsoever. She does not have a foreign passport; has never been outside the Russian Federation. The companies Ennerdale Investmens Limited, Indeco Engineering Limited, Fontana Invest Inc. Limited, OOO Solanzh, and OOO Saturn-M, are unknown to her. She does not know employees thereof. Around the end of 2004, she noticed that her personal passport was missing, which was kept in her handbag; it has gone missing in the course of 4–5 days, when she had been to different parts of the city. She not know where and in what circumstances it has gone missing. After about 2 months, her passport was brought to her home by an unknown man who told her that he has found it, and asked for reward. She did not ask him where he had found it, and gave him 1,000 Roubles, and he departed. The man was about 30–40 years of age, medium height, average body build, was wearing a hat and a jacket; she felt the smell of alcohol (Vol. 42, f. pp. 195–200). On September 12, 2009 during the additional interview, Kosulnikova Y. V. claimed that the company Belotract Global Inc. is unknown to her; she has never heard anything about it; does not have any relations therewith; was not and is not engaged in any business activities. She did not sign the following documents of Machinery Trade Company S.A. represented by the Director Balenko B.: the Contract No. 68 dated July 3, 2006, supplements thereto — the Specification No. 1, the Supplementary Agreement No. 1 dated November 20, 2006, and the Power of Attorney to act on behalf thereof; she has nothing to do therewith. She does not know who could have signed these documents, to whom data of the company are known, and who has the seal thereof. She does not know Juozas Gaidutis; is not acquainted with him; has heard of him for the first time; has never written and signed any Powers of Attorney on his or anyone else's behalf whatsoever. Since around Spring 2005, police officers have begun to come to her house and ask about various companies and whether she was a director and founder thereof (Vol. 43, f. pp. 1–5).

By the Application for Legal Aid, on September 6, 2007, **Filipov Yury Nikolayevich** was interviewed, who claimed that currently he works at OOO SK-Partner as a Director General; the name of the company WESTLINE ASSOCIATES LTD. is known to him. Around 2000, he started to engage in the registration of legal entities, i.e. companies, in Moscow and nearby foreign countries. Around the beginning of Spring or Summer 2005, his acquaintance named Aleksey, he has no knowledge of where he lives and what is his surname, used to call and meet him; he said that two representatives came from Latvia, and wished to buy a company, which has been registered in Moscow. Then, he had a meeting with these representatives near the

Sukharevskaya metro station. Near the station was a Latvian office, where they met. The representatives put forward a condition that the company's account should be opened at a Latvian bank. He claims to have issued them the General Power of Attorney to this company, granting them the right to open an account and conclude contracts. This company has been registered by him personally; he was the founder, Director General and accountant thereof. He has no recollection at which notary he has issued the Power of Attorney; it has been issued for one or two years, does not remember exactly. He has no knowledge of how Aleksey got to know the Latvian representatives. After that, he has never seen the Latvian representatives anymore. Along with the Power of Attorney, he also handed over other documents of the company. He has been establishing companies in order to sell them. Throughout the period from 2000 to 2006, he registered and sold approximately 600 companies. Currently, he does not have any documents; presently, he is not engaged in this activity. He has no knowledge of the company's activities. The name of the bank MKB Diskont does not say anything to him; he does not know employees thereof. The organisations OOO Solanzh, OOO Saturn-M, Ennerdale Investmens Limited, Indeco Engineering Limited, and Fontana Invest Inc. Limited, are unknown to him; he does not know employees thereof (Vol. 43, f. pp. 6–10).

By the Application for Legal Aid, on September 26, 2008, **Beginin Andrey Vladimirovich** was interviewed, who refused to give any testimony without stating any reasons (Vol. 43, f. pp. 11–14).

By the Application for Legal Aid, on December 7, 2007, **Orekhov Vladimir Matveyevich** was interviewed, who claimed that since June 21, 2007, he had been working at the company SPSR Ekspress-Pochta as a shipper. His duties include delivery of postal letters and parcels. Officially, no contract of employment has been concluded with him. Before the employment at SPSR Ekspress-Pochta, until January 2000, used to work at the chemical factory Sintez as a tank cleaner. Following his dismissal from the chemical factory in January 2000, until June 2007, he was unemployed and lived from his pension. He obtained currently held passport in 2003 at the Moscow City Kuzminki District Department of Internal Affairs, and since then he has not lost it nor has given it to others. He claims that the name of the company FONTANA INVESTMENTS INCORPORATED LIMITED does not say anything to him. He is not an authorised person thereof, and never has been; he has heard the name thereof for the first time. He claims to have no idea of how this could have happened. His only guess is that it might have happened when he was drinking alcohol with various persons; they might have taken his passport and made a photocopy, and later returned the passport. He cannot tell where and when it might have happened. He claims that he is not and never has been a head, founder or shareholder of any company. He has never been engaged in any business; he has worked as a worker his whole life. The names of the companies OOO SOLANZH, OOO SATURN-M, OOO MOSKOVSKY KOMMERCHESKY BANK DISKONT, ENNERDALE INVESTMENTS LIMITED, INDECO ENGINEERING LIMITED say nothing to him; he does not know employees thereof; claims that he has never either as a natural or as a legal person opened any accounts at Moscow Commercial Bank Diskont; has never made any transactions with anyone; has never signed any contracts; does not know the following citizens: Lomayev Ruslan Vladimirovich, Dobykhina Valentina Vasilyevna, Vernovsky Aleksey Alekseyevich, Beginin Andrey Vladimirovich, Makarov Igor Anatolyevich, Ilyazov Iskander Sabitovich, Kezuya Tengiz Appolonovich, and has never heard of them. On December 7, 2007 during the additional interview, **Orekhov Vladimir Matveyevich** claimed that when his signature and handwriting specimens were being taken, he recalled that at the beginning of 2007, but does not remember exactly the time and date, an unknown man called his mobile telephone, introducing himself as Mikhail, and offered to meet with him, telling that he needs to write a few papers. He offered to meet the at 12:00 near the Pushkinskaya metro station (Moscow city) and said that he would stand beside the station exit, and asked him to describe himself, so that he could recognise him. Orekhov V. M. claimed to have arrived at Pushkinskaya, and stood in the street near the entrance. He was standing there for about 2 minutes. A man approached him, and asked him whether he is Vladimir Orekhov. This person was wearing a dark overcoat, either shoes or boots, medium height, medium build; he does not remember the face. He does not know whether he could recognise him. He offered him to come down to metro premises. They came down, and this person gave him about 10 clean sheets, and

explained what to write on them. He said the he needs to fill five pages with his signatures, and to write his name, surname, and patronymic on other sheets. Then, he went away and told that he would return in an hour. Orekhov V. M. sat down on a bench at metro premises, and started to write according to his instructions. An hour later, the person came back, and took the papers from him. He has not seen the man anymore. After a month or two, he does not remember exactly, someone called his mobile telephone, and requested to come to a McDonald's restaurant located at Tverskaya Street. He came. A man approached him, and gave him some papers to sign. He has no recollection whether they were filled. After he had signed, the person went away. He does not know whether he could recognise this person; he claims that at the time he was severely abusing alcohol, and does not remember much in detail (Vol. 43, f. pp. 15–23).

By the Application for Legal Aid, on November 11, 2007, **Vernovsky Aleksey Alekseyevich** was interviewed, who claimed that since July 9, 2007, he has been working at the Construction Combine No. 1 as a hydro-insulation installer. In 2001, he began to work as a courier at OOO Prestizh which was engaged in registration of legal persons. Until then, he used to work at Savelovo market, selling CDs. His aunt Demitrovna Nataliya, who is his father's sister, advised him to seek employment thereat. She said that the Director thereof is a former fellow student of her son's, i.e. his cousin Demitrov Vlad's. The Demitrov family has left for permanent residence abroad, but he does not know where. She practically did not maintain any relations with them. He came to Novokuznetsky Pereulok, house No. 18 or 17, he does not remember exactly; OOO Prestizh's office was located in the basement facilities. He met with the Director; had a conversation with him on the employment, and he was employed. He does not remember the Director's surname; he called him Artur. He was approximately 22–23 years of age, he was probably not of Russian ethnicity, as he was dark-skinned, his hair was black. His duties included going to notary's offices and the Tax Inspectorate. As little as he understood, they started to register legal persons in his name; he does not know the exact number of companies registered in his name — more than 300. About half a year ago, two investigators from the Vladimir Region *[incomplete sentence]*, where according to their words, there were 120 companies registered in his name. The Director of OOO Prestizh convinced him that there is nothing unlawful in his actions; in addition, he paid him well, although often not as much as he promised. Apart from him, there were also other couriers employed at this company, in whose name they registered legal persons as well. Around 2005, at the notary's office, he does not remember exactly, it seems, located at Novokuzneckaya Ul. 64 or 63, he met with three men and one woman. These men and woman were of large build, approximately 35–40 years of age. He was sent to the notary by the director. He said that he was needed there, he would give everything and tell him what to do. He has no recollection of what they said and what documents they were registering; he remembers that they were representatives of a company called ENNERDALE INVESTMENTS LIMITED. He remembered this circumstance, because of his director saying that in the future he would get a lot of money out of this company and that he was fortunate with this company. After a visit to notary's office, these people took his mobile telephone number, saying that should they need him they will call him. Later, he went to the Tax Inspectorate No. 46, and submitted this company's documents; he does not remember what were these documents. After about two years, his neighbour told him that certain persons arrived at his house, and told that they came because of work. They left a note with a telephone number. At that time, he was no longer employed at OOO Prestizh, because the Director has changed there, and after half a year, the company ceased its activities. He claims to have called the number that was left, and he was told that it was necessary to meet, and they promised to pay 300 U.S. Dollars. They agreed to meet near a metro station; he does not remember near which exactly. Two men approached him: one of them was the same one whom he has seen before at the notary's. Another man was slim, heavily balding, seemed like a Jew. Almost at the same time, he was approached by, as he later would have found out, Beginin Andrey. As far as he understood, he was a company's authorised person under the Power of Attorney, but he did not understand what that meant. He thought that if necessary he is required to carry out any orders for this company. He also understood that Beginin is an authorised person of the company called INDECO ENGINEERING LIMITED. After the meeting, all of them were taken somewhere to the office, where they would wait for the notary. They stayed

till noon, from 09:00, i.e. up to about 2 or 3 hours. The notary arrived — a woman with her assistant who, as he understood, was her husband, and that they arrived from their villa. He was signing some sort of documents with Beginin. The notary approved them, paid 400 U. S. Dollars to each, then led them into a canteen, which was located in the same building; there they had a meal with Beginin, and then they brought them via an unknown path to the same metro station. When speaking with these men, they said that there might be a possibility to go to England in the company's matters related to court proceedings in England. The men interacted amongst themselves in secret from them, whispering aside; they were writing something on the paper sheets, i.e. concealed the content of their conversation. After a while, they called his mobile telephone, and he had meeting a new man who introduced himself as a lawyer Viktor Alekseyevich of a law firm; he does not remember his surname. Later, he always had meetings with that lawyer near the Taganskaya metro station, in front of McDonald's, to where Beginin Andrey would also come. All of them repeatedly, about 5 times, went to the bank DISKONT, where on the third floor to the left are security guards, a door straight ahead, near which there were tables standing to the left. At those tables, they usually were filling out the required documents, which then were given to a woman who came through the door. He does not know what documents they filled out; he did so following the lawyer's instructions. Once they with Beginin both came to the bank, having had a meeting with the lawyer before, who had given them some sort of documents. They brought these papers to the bank, and handed them over practically to one and the same woman; if she was absent, these papers were taken by another woman. Usually a meeting with her lasted two minutes. The nature of lawyer's communication with that woman most likely that of a regular customer's, rather than of a good acquaintance's. He has no recollection of that woman's name and surname. He has been to the Investigative Committee under the Ministry of Internal Affairs (MIA) of RF about three times together with a man called Oleg. Twice he came together with Andrey Beginin, the third time there was also one more male acquaintance. They went to the investigator's office at Gazetny Pereulok, house No. 4, the office being located at the end of the corridor; he does not remember its number. There were three tables standing. He remembers the surname Solyanov; it seems to be the surname of the Investigator to whom he would come. However, it might be that once there was another investigator — not Solianov. One time, before coming to the Investigator, they met at the McDonald's at the intersection of Gazetny Pereulok and Tverskaya Ulica, then went to the McDonald's where Oleg gave him and Beginin and another man sheets of paper on which the investigator's questions and answers to them were written. Oleg told them to practically memorise them. Then, they one by one with Oleg walked to the Investigator who practically had an already prepared interview protocol with the same questions and answers, which were given to them by Oleg; he read the protocol and signed it. One protocol indicated that he is a representative of the company ENNERDALE INVESTMENS LIMITED, and is engaged in its commercial activities. Next time he came to the Investigator with Oleg and Beginin, and have been writing signature and handwriting specimens; third time he came alone with Oleg, and does not remember why exactly, but he remembers that Oleg came back next day to the Investigator, only that time with Beginin. It was visible from their behaviour that there is something more sharing them than an ordinary summons to carry out the interrogation. Once he was told to leave the office so that he could communicate with the Investigator one to one. He specified that in the note which was handed to him by his neighbour, apart from the telephone number there was Oleg's name written. He called him; he also was present when they went to the office, to where the notary arrived. He went to the bank with the lawyer, and to the Investigative Committee with Oleg. Whenever they went to the bank, he called Oleg and co-ordinated this matter with him beforehand. After the ride, he met with Oleg and he paid him for the ride, that is, all his actions were coordinated with him. He does not know who Oleg was in actuality. He believes that he was a jurist; all financial matters have been addressed only with him. Five times he went to the court together with the lawyer. One of those times it was with Beginin. Their task was to either hand over some sort of documents or appear before the judge in court with a text prepared by the lawyer beforehand. As far as he understood from the lawyer's words and documents that he read, he went to the court seeking the return of some kind of money related to the bankruptcy of the bank Diskont. He usually got in touch with the lawyer by telephone, and met with him near

the metro station; he did not save neither lawyer's nor Oleg's telephone numbers. Last time he got in touch and met with him was September 2008; at the latest meetings, Oleg warned him that for his "independent activity" he would find himself below the ground, and his son no longer would have a father. He has not been travelling outside the Russian Federation. The companies OOO Solanzh, and OOO Saturn-M are known to him either from the lawyer's words or from the documents, which he had read in the court, but he does not know neither of these companies; did not make any contacts therewith. He does not know persons Kezuya Tengiz Appolonovich, Dobychna Valentina Vasilyevna, Orekhov Vladimir Matveyevich, and Ruslan Vladimirovich; he has never heard of these names and he does not know anything about them. He claims that it is possible that in fact he has been formalised as an authorised person of the indicated company, but he has not concluded any contracts and has not been engaged in any financial and economic activities, except for the fact that he had signed the documents for opening accounts at the bank Diskont under aforementioned circumstances (Vol. 43, f. pp. 24–33).

By the Application for Legal Aid, on April 18, 2007, **Dudorova Tatyana Antonovna** was interviewed, who claimed that since 2006, she has been the Director of the company Logotreck Products Inc. She concluded a contract therewith, which sets her rights and obligations. On behalf thereof, she can conclude and sign documents confirming sales of office equipment and computers. The legal address of this foreign company: British Virgin Islands, Rhode Town, Tortola, 334. She does not remember exactly, but, it seems, at the beginning of 2006, she was looking for a job through various agencies, and in Tula Region and Moscow city, she was offered to become a director of a foreign company. She does not remember who specifically had offered her the job, as more than a year has passed. As already explained, the company is large; it requires representatives in the Russian territory for concluding and signing contracts. She has been paid for her work based on the results from concluding the contract on the supply of foreign company's products; the money has been transferred via courier. She believes that the company Logotreck Products Inc. knew about her carried out work based on the results of the conclusion of transaction with a foreign company's representative. She has been concluding transactions with a citizen Orekhov Vladimir. She claims that she previously had a contact with Logotreck Products Inc. After her mobile telephone had been stolen, she cannot contact the company anymore. The telephone number was hers, but she does not remember it. Usually they called her. She does not remember what telephone company provided its services to her, and who registered the telephone number; she did not receive contract of employment. She has not travelled outside of the borders of the Russian Federation. She does not have a foreign passport. The name MKB Bank Diskont (OOO) does not say anything to her; she does not know employees thereof. The names of the organisations OOO Solanzh, OOO Saturn-M, Ennerdale Investments Limited, and Indeco Engineering Limited, are unknown to her. She only knows Fontana Invest Inc. She claims that the director of this company is Orekhov Vladimir. Her relationship with him is that of business. Usually Orekhov offered her to conclude transaction on supplying the production. The names of products were as follows: computer and office equipment. Orekhov brought already written up contracts on the supply, and they signed the documents. She claims to have signed documents in various places in Moscow. She has come to Moscow by bus to meet with Orekhov and to sign documents for 6–7 times. Orekhov greeted her. She called him by the telephone that she had. She does not remember Orekhov's telephone number as well. Documents were left with Orekhov. To the question whether she has written to the competent bodies a statement, which states that the all contracts and invoices submitted to Ūkio Bankas she personally or her deputy at her request or order, has signed on behalf of the company Logotreck Products Inc., and which was approved on March 5, 2007 by Ratyani Nikolay Viktorovich, acting in place of the Notary Ratyani Valentina Shotayevna of Moscow city, she explained that she wrote such letter. She does not know her deputy's name. She claimed that, as the courier, who brought the contract of employment to sign, told her, she would also have a deputy. On her own initiative, she wrote the statement at the office of Ratyani N. V., acting in place of the Notary Ratyani V. S., and he approved it. She claims to have decided to insure herself, so that there would be no nuances of anyone. To the question how she can explain for what during the period from June 30, 2006 to August 29, 2006, large payments were made for the benefit

of three aforementioned foreign companies in accordance with the transactions with OOO Saturn-M, OOO Solanzh for the total amount of more than 41 billion Roubles, whilst the company FONTANA INVEST INC. LIMITED has made 34 payments and transferred money to Logotreck Products Inc. for the total amount of about 42 million Dollars, she could not give any explanation. Where the monies received from the company FONTANA INVEST INC. LIMITED have been further transferred, into whose settlement accounts and at which banks, what are the contractual relations between the company Logotreck Products Inc. and foreign partners, how they developed, how were the settlements made, and in what extent, the witness claimed that is difficult for her to reply to this question, because she personally did not have any contractual relations with the counterparties of the company Logotreck Products Inc.; perhaps, other representatives thereof were engaged in this matter (Vol. 43, f. pp. 34–41).

By the Application for Legal Aid, on April 26, 2007, **Demyanov Yevgeny Gennadyevich** was interviewed, who claimed that since 2006, he has been an authorised person of the company Advanta Corporation. The legal address: Nevis, Oun, 556. This company issued him the Power of Attorney. In accordance with this Power of Attorney, he can conclude contracts on supply of video equipment, and negotiate. This company's courier called him and brought the money for his work. He was calling his home telephone and that was how they kept in touch. He himself has not contacted the company's employees. He has travelled outside the Russian Federation on vacation, but not on business. The bank Diskont is known to him, because an account of the company Ennerdale Investments Limited has been opened there. The Director thereof was certain Vernovsky Aleksey. He cannot give any further explanations on the bank Diskont. Amongst the organisations OOO Solanzh, OOO Saturn-M, Ennerdale Investments Limited, Indeco Engineering Limited, and Fontana Invest Inc. Limited, only the company Ennerdale Investments Limited and Director thereof — Vernovsky Aleksey are known to him. He claimed that Vernovsky brought him already prepared contracts to sign. They usually met in cafés. As far as he recalls, he signed the documents there. Vernovsky called his home telephone. He did not keep his copies of the contracts. He claims that a statement to the competent authorities was written by him. On behalf of this company, he signed contracts and invoices submitted to Ūkio Bankas. Furthermore, under his instruction, his deputy, whose name he does not remember, signed as well. He had his line of business. He does not remember exactly whether he had his Power of Attorney. He claims that on his own initiative, he wrote said statement at the office of the Notary Ratyani N. V., acting in place of Ratyani V. S., and he approved it. He wanted to testify his intentions by officially confirming them. To the question how he can explain for what during the period from June 30, 2006 to August 29, 2006, large payments were made for the benefit of three aforementioned foreign companies in accordance with the transactions with OOO Saturn-M, OOO Solanzh for the total amount of more than 41 billion Roubles, whilst the company Ennerdale Investments Limited has made 33 payments and transferred money to Advanta Corporation for the total amount of about 42 million Dollars, he could not give any explanation. Where the monies received from the company Ennerdale Investments Limited have been further transferred, into whose settlement accounts and at which banks, what are the contractual relations between the company Advanta Corporation and foreign partners, how they developed, how were the settlements made, and in what extent, he replied that, as far as he knows, the company concluded the contracts on supply of television and video equipment with foreign counterparties, whose names are hard for him to pronounce correctly. Contracts were concluded by the company Advanta Corporation, and he did not work with foreign suppliers (Vol. 43, f. pp. 42–47).

By the Application for Legal Aid, the Report dated January 24, 2008 was received from the Investigator A.V. Bakulin of the Investigative Committee under the MIA of RF, which states that on January 24, 2008, he conducted an inspection at the place of residence of the witness, the Representative of foreign company INDECO ENGINEERING LIMITED Beginin Andrey Vladimirovich, b. 1973, in Moscow, Chertanovskaya 53, housing 2, flat 40. During the inspection of this address, it has been found that Beginin has been registered here since 1989. In one of the rooms in this flat, resides Beginin's older brother Beginin Igor Vladimirovich with his wife. He was not present at home during the inspection. At this address was present A. V. Beginin's

cousin Malyshkin Dmitry Pavlovich, who temporarily resides in Beginin's room. During the interview and further conversation, D. P. Malyshkin testified that A. V. Beginin has not come to his place of registration for more than three months. Currently, he lives in Klin town in Moscow Region. He lives with a cohabitant, a local woman. He does not know his address in Klin. He does not maintain any relations with A. V. Beginin. Malyshkin also testified that A. V. Beginin does not maintain any relations with real brother for several years, and it is highly unlikely that any meaningful information on A. V. Beginin could be obtained from his real brother. During the interview, Malyshkin also testified that his relations with A. V. Beginin over the past years are good. And if A. V. Beginin were engaged in any commercial activities in 2006–2007, he would definitely know about that. As D. P. Malyshkin testified, A. V. Beginin has never had a lot of money. Over the past years, he has received minor earnings, working as a security guard in various firms. According D. P. Malyshkin's words, A. V. Beginin's living conditions were below the average level. Based on the above, it was not possible to interview A. V. Beginin (Vol. 73, f. pp. 48–49).

By the Partial Response No. 82/1-1038-08 dated March 4, 2008 of the Prosecutor General's Office of the Russian Federation, to the Application for Legal Aid dated October 15, 2007, supporting documents on the fact of Gauk Irina Pavlovna's death on October 26, 2008 have been received (Vol. 51, f. pp. 84–85).

By the Partial Response No. 82/1-1038-08 dated April 14, 2009 of the Prosecutor General's Office of the Russian Federation, to the Application for Legal Aid dated October 15, 2007, the interview dated March 5, 2009 of the witness **Balskaya Dyana Valentinovna** has been sent, in which she indicated that she has been residing at present address for about 5 years; she does not communicate with neighbours from the flat 35 (Razdyakonov S. V.'s registration address) and is not acquainted with them; she does not know where currently Razdyakonov S. V. is (Vol. 51, f. pp. 170–176). On March 5, the witnesses Sidarenko Tamara Vasilyeva was interviewed, who claimed that the last time she has seen her neighbour from the flat 35 was 5 years ago, she does not know where currently this person is (Vol. 51, f. pp. 177–183); a statement was submitted alongside that the address Ul. Suvorova 19–35, Korolyov town has been visited a few times, but Razdyakonov S. V. was not found (Vol. 51, f. pp. 186, 188).

On May 30, 2008, the Letter of Transmittal No. 14.2-1925 (14.5-136) of the Prosecutor General's Office of the Lithuanian Republic, the Application for Legal Aid of the law enforcement authorities of the Russian Federation dated on April 18, 2008, was sent to the Prosecutor General of the Russian Federation, which requests to interview beneficiaries indicated in the AB Ūkio Bankas's Client Questionnaires of Belotract Global Inc., Advanta Corporation, and Korofalt Ventures Ltd. (Vol. 52, f. pp. 111–117).

By the Partial Response No. 82/1-1124-08 dated April 17, 2009 of the Prosecutor General's Office of the Russian Federation, to the Application for Legal Aid dated April 18, 2008, the interviews of neighbours of a beneficiary indicated in the AB Ūkio Bankas's Client Questionnaire Spodobin Anatoly have been received, in which they claimed that they have not seen him since Summer 2008 (Vol. 51, f. pp. 144–151); the contact telephone number provided in the Questionnaire is registered in Achoyan Suren Vardovich's name, but he does not reside at the provided address (Vol. 51, f. p. 154); he has been listed in the register as a vagrant (Vol. 51, f. p. 162).

By the Partial Response No. 82/1-1124-08 dated May 18, 2009 of the Prosecutor General's Office of the Russian Federation, to the Application for Legal Aid dated April 18, 2008, data were received on the fact that by the Court Decision dated December 9, 2004 Bukalov Aleksandr Venyaminovich was declared as missing; last time he has been seen was in Winter 2003 (Vol. 52, f. pp. 130–138).

By the Partial Response No. 82/1-1124-08 dated May 26, 2009 of the Prosecutor General's Office of the Russian Federation, to the Application for Legal Aid dated April 18, 2008, the interview of Petrov Aleksandr Alekseyevich dated April 14, 2009 was received, in which he claims that the names of the company Korofalt Ventures Ltd. and the bank AB Ūkio Bankas are unknown to him; he does not know who uses telephone No. 8 495 7841228 (Vol. 52, f. pp. 148–153).

By the Response No. 82/1-1124-08 dated September 9, 2009 of the Prosecutor General's Office of the Russian Federation, to the Application for Legal Aid dated April 18, 2008, data were received on the fact that

the person who uses telephone No. +7 926 4593358 does not know anything of the company Belotract Global Inc. (Vol. 52, f. pp. 137–151).

By the Response No. 82/1-1124-08 dated February 9, 2010 of the Prosecutor General's Office of the Russian Federation, to the Application for Legal Aid dated April 18, 2008, data were received on the fact that persons using telephone numbers 926-366-91-28 and 926-532-85-65 are not related with the companies indicated in the AB Ūkio Bankas's Questionnaires (Vol. 55, f. pp. 97–156).

On September 4, 2008, by the Letter of Transmittal No. 14.2-3180 (14.5-238) of the Prosecutor General's Office of the Lithuanian Republic, the Application for Legal Aid No. 8-2/7 of the law enforcement authorities of the Russian Federation dated July 2, 2008 was sent to the Prosecutor General of the Russian Federation, which requests data on Great Alliance Consultants Limited, Korofalt Ventures Ltd., Logotreck Products Inc., Belotract Global Inc., Advanta Corporation, Annava Limited, Moduls Business Inc., Buron Capital Corp., Westline Associates Limited, Machinery Trade S.A., Morrison Agency Ltd., Vectrus Commerce Ltd., and Mita Group Ltd., as well as to interview witnesses (Vol. 54, f. pp. 16–33).

By the Response No. 82/1-1663-08 dated November 26, 2010 of the Prosecutor General's Office of the Russian Federation, to the Application for Legal Aid dated July 2, 2008, data were received on the fact that Annava Limited, Advanta Corporation, Morrison Agency Ltd., Great Alliance Consultants Limited, Logotreck Products Inc., Moduls Business Inc., Vectrus Commerce Ltd., and Westline Associates Limited are not registered in the Moscow Tax Inspectorate of the Federal Tax Service. Annava Limited has not rented facilities at address: Moscow, Biryusinka 6, housing 1-5; there is no building indicated in the AB Ūkio Bankas's Questionnaire by Advanta Corporation at address: Moscow, Korolenko 14. The companies Korofalt Ventures Ltd., Belotract Global Inc., Machinery Trade S.A., and Mita Group Ltd. have not rented facilities neither in the past nor in the present at address: Moscow, T. Shevchenko 23a; they are not registered in the Moscow Tax Inspectorate No. 47 of the Federal Tax Service. Morrison Agency Company Ltd. at address: Moscow, Sivashskaya 9-76, Great Alliance Consultants Limited at address: Moscow, Yaroslavskaya 8-3, Logotreck Products Inc. at address: Moscow, Dayev Pereulok 20, Moduls Business Inc. at address: Moscow, Volgogradsky Prospekt 113, housing 1, flat 62; Vectrus Commerce Ltd. at address: Moscow, Volgogradsky Prospekt 113, housing 1, flat 90, and Westline Associates Limited at address: Moscow, Kozhevnikeskaya Ul. No. 16, Bldg. 4 have not rented the facilities (Vol. 54, f. p. 153–Vol. 55, f. p. 95).

By the Response No. 82/1-1663-08 dated February 9, 2010 of the Prosecutor General's Office of the Russian Federation, to the Application for Legal Aid dated July 2, 2008, data were received on the fact that Buron Capital Corp. is not registered in the Moscow Tax Inspectorate of the Federal Tax Service; it has not rented facilities at address Novoslobodskaya Ul. 24, Moscow (Vol. 55, f. pp. 157–161).

On May 5, 2009, by the Letter of Transmittal No. 14.2-8050 (14.5-112/09) of the Prosecutor General's Office of the Lithuanian Republic, the Application for Legal Aid No. 4-2/9-302 of the law enforcement authorities of the Russian Federation dated March 25, 2009 was sent to the Prosecutor General of the Russian Federation, which requests to interview newly appointed representatives Aleksey Kakovkin, Sergey Komnatny, and Sergey Razdyakonov of the companies Korofalt Ventures Ltd., Belotract Global Inc., and Vectrus Commerce Ltd. (Vol. 54, f. pp. 37–52).

By the Application for Legal Aid, on December 15, 2008, **Kakovkin Aleksey Aleksandrovich** was interviewed, who claimed that since October 2007, he has been employed at the company Korofalt Ventures Ltd. as a representative thereof. The companies Ennerdale Investments Limited, Indeco Engineering Limited, Fontana Invest Inc. Limited, OOO MKB Diskont, OOO Solanzh, and OOO Saturn-M are unknown to him. He is not acquainted with persons Vernovsky Aleksey Alekseyevich, Dobychina Valentina Vasilyevna, Beginin Andrey Vladimirovich, Orekhov Vladimir Matveyevich, Lomayev Ruslan Vladimirovich, and Gauk Irina Pavlovna, and does not know them. To the question who, where, and when offered him to become a representative of the company Korofalt Ventures LTD., he refused to give an answer. He has not signed any contracts, opened any bank accounts. He does not have the company's seal, the PIN and TAN codes. He has never been outside the Russian Federation; has not been to the Republic of Lithuania. On what grounds the

company Fontana Invest Inc. Limited transferred 1,420,000 U. S. Dollars and 3,650,000 U. S. Dollars on August 28, 2006 and August 30, 2006 into the account of the company Korofalt Ventures LTD., he claims to have no knowledge, since he became a representative later on. The accounts of the company Korofalt Ventures LTD. has been opened at Ūkio Bankas in Kaunas; he does not know who managed the opening. To the question whether he has received a remuneration for his work and from whom, he refused to give an answer (Vol. 84, f. pp. 91–96).

By the Application for Legal Aid, on December 26, 2008, **Komnatny Sergey Vyacheslavovich** was interviewed, who claimed that currently he is employed at the company Belotract Global Inc. as a Director thereof. To the question who, where, and under what circumstances appointed him, he refused to give an answer. Currently, he only issues Powers to Attorney to represent the company's interests in various institutions. He does not have the company's seal, the PIN and TAN codes. To the question whether he has received a remuneration for his work and from whom, he refused to give an answer. He claims that currently the company is not engaged in any business activities; it does not have any offices, vehicles, or warehouses; all activities thereof are aimed at unblocking bank accounts. He has not been to the Republic of Lithuania. In Summer 2008, he noticed that he has lost his passport, so he received a new one. The companies Ennerdale Investments Limited, Indeco Engineering Limited, Fontana Invest Inc. Limited, OOO MKB Diskont, OOO Solanzh, and OOO Saturn-M are unknown to him; he claims that he had no contacts with the representatives thereof and does not have currently; he is not acquainted with them. He has got no documents confirming business relations with the company Fontana Invest Inc. Limited; nobody handed them to him. He is not acquainted with persons Vernovsky Aleksey Alekseyevich, Dobychina Valentina Vasilyevna, Beginin Andrey Vladimirovich, Orekhov Vladimir Matveyevich, Lomayev Ruslan Vladimirovich, and Kosulnikova Yuliya Vladimirovna, and does not know them. On what grounds the company Fontana Invest Inc. Limited transferred 1,328,769 U. S. Dollars and 3,700,000 U. S. Dollars on August 28, 2006 and August 30, 2006 into the account of the company Belotract Global Inc., he has no knowledge (Vol. 54, f. pp. 98–104).

By the Application for Legal Aid, the interviews with **Razdyakonov S. V.**'s neighbours were received, who claimed that nobody resides and appear at address: Korolyov town, Ul. Suvorova 19–35; the last time they have seen him was 3 years ago (Vol. 54, f. pp. 117–129).

On December 8, 2009, by the Letter of Transmittal No. 17.2-21516 (14.5-324/09) of the Prosecutor General's Office of the Lithuanian Republic, the Application for Legal Aid No. 4-2/9-1127 of the law enforcement authorities of the Russian Federation dated October 28, 2009 was sent to the Prosecutor General of the Russian Federation, which requests to additionally interview **Dudorova Tatyana Antonovna**, as well as to verify her claims on the pressure exerted on her when giving testimony (Vol. 56, f. pp. 32–53).

By the Response No. 82/1-5192-09 dated August 6, 2010 of the Prosecutor General's Office of the Russian Federation, to the Application for Legal Aid No. 4-2/9-1127 dated October 28, 2009, information is provided that they failed to found **Dudorova Tatyana Antonovna** at addresses previously provided by her: Novomoskovsk, Proyezd Mendeleyeva, D. 5, Kv. 4 as well as Novomoskovsk, Ul. Generala Belova, D. 17, Kv. 83; the neighbours informed that they had not seen her for several months; they do not know where she might reside (Vol. 56, f. pp. 8–12).

By the Partial Response No. 82/1-5192-09 dated August 4, 2010 of the Prosecutor General's Office of the Russian Federation, to the Application for Legal Aid No. 4-2/9-1127 dated October 28, 2009, a reply was received, which contains the interviews of the officials who interviewed Dudorova T. A.; it also informed that the Prosecutor's Office had not received from Dudorova T. A. any statements and complaints regarding the pressure exerted by the law enforcement officials (Vol. 56, f. pp. 17–29).

By the Response No. 82/1-2198-09 dated September 9, 2010 of the Prosecutor General's Office of the Russian Federation, to the Application for Legal Aid dated March 25, 2009, **the Resolution dated July 4, 2009** in the Criminal Case No. 248089 was received **on the suspension of the preparatory interrogation** in connection with the failure to identify the person to be prosecuted for the offence, which states that on March

8, 2009, the preparatory interrogation in this criminal case was suspended pursuant to the Art. 208, Part 1, Par. 1 of the Code of Criminal Procedure (CCP) of the Russian Federation. The Resolution dated June 3, 2009 on the suspension of the preparatory interrogation was annulled; the preparatory interrogation resumed; the term of the additional interrogation was established up to 1 month after the investigator receives the criminal case. The reason and grounds of instituting the criminal proceedings — the material of the inspection carried out by officials of the Department of Economic Security of the MIA of Russia in accordance with the fact of OOO MKB Diskont's activity in transferring large funds in Roubles and foreign currency outside the Russian Federation. The interrogation established that on August 29, 2006, from more than 25 accounts located at Moscow banks about 1.592 billion Roubles entered into the correspondent account No. 3010 1810 5000 0000 0908 of OOO MKB Diskont at the Department No. 4 of the Bank of Russia Moscow Regional Branch, addressed to two organisations — OOO Solanzh and OOO Saturn-M. These companies were founded by unidentified persons with a purpose to conceal prohibited activities by making large payments for the benefit of three foreign companies — Ennerdale Investments Limited, Indeco Engineering Limited, and Fontana Invest Inc. Limited in accordance with fictitious operations, related to the acquisition of various industrial products therefrom — OOO Solanzh and OOO Saturn-M in the territory of the Russian Federation. In August 29, 2006, the bank DISKONT sent payment orders for the Bank of Russia to debit from its account 1.498 billion Roubles into accounts of third parties. These debits were carried out in accordance with two types of operations: the bank itself converting the cashless Roubles at its disposal into a foreign cashless currency for the amount of 1,157.7 million Roubles, and the cashless transfers by the clients' payment orders into various accounts of companies and organisations located at other banks for the amount of 340 million Roubles. Some transfers have been carried out in accordance with bank's own conversion operations at MDM-Bank for the amount of 256.87 million Roubles (the purchase of 32.03 million U.S. Dollars) and the amount of about 300.79 million Roubles (the purchase of 10.136 million U.S. Dollars and 0.8625 million Euros) at Metallinvestbank. Earlier during the business day, funds, which entered into the accounts of the companies Solanzh and Saturn-M, have been transferred expeditiously by internal bank transfers into the accounts of three aforementioned non-resident organisations. At that time, the bank usually converted Roubles into foreign currency, and then sent them abroad in accordance with payment orders of the non-resident companies via the Austrian bank Raiffeisen Zentralbank Oesterreich AG. However, in August 29, 2006, there were no such transfers. Although at the same time, the conversion operations, as well as the transfers from the currency correspondent account of the bank Diskont into third parties outside the territory of the Russian Federation, have been made. Nevertheless, internal accounting of the bank Diskont does not show any aforementioned operations in its correspondent account at Raiffeisen Zentralbank Oesterreich AG. Daily turnover was represented as zero. No documents exist which are related to the conclusion and execution of the conversion transactions at the bank Diskont. However, MDM-Bank and Metallinvestbank confirm the execution thereof and the transfer of funds into the account of the bank Diskont at the bank Raiffeisen Zentralbank Oesterreich AG. The Austrian bank also confirms thereat the fact of the operations carried out in the account of the bank Diskont. On August 30, 2006, the bank Diskont issued a payment order for the bank Raiffeisen Zentralbank Oesterreich AG to transfer foreign currency acquired on August 28 and 29, 2006 into 12 foreign bank accounts. In a similar manner, during July–August 2006, about 45 billion Roubles were transferred. The Central Bank of the Russian Federation abolished the license of the bank OOO MKB Diskont valid since September 1, 2006 on the grounds that the crediting organisation failed to comply with the federal law regulating banking activities, and the normative acts of the Bank of Russia, as well as during the year repeatedly violated the requirements as provided for in the Federal Law on Combating Money Legalisation (Laundering) and the Financing of Terrorism. Interrogation operations and operational search measures have been carried out, but this failed to identify the person to be prosecuted for the offence. In light of the fact that the term of the preparatory interrogation in the criminal case has ended, and interrogation operations, which can be carried in the absence of the suspect (the accused), have been carried out, and pursuant to the Art. 208,

Part 1, Par. 1 of the CCP of the Russian Federation, it has been decided to suspend the interrogation, and continue the search for the person to be prosecuted for the offence (Vol. 54, f. pp. 82–89).

Applications for Legal Aid to other countries

Ukraine

On June 25, 2008, by the Letter of Transmittal No. 17.2-2199 (14.5-154) of the Prosecutor General's Office of the Lithuanian Republic, the Application for Legal Aid No. 4-2/9-1127 of the law enforcement authorities of Ukraine dated May 16, 2008 was sent to the Prosecutor General of Ukraine, which requests to interview the Director of Machinery Trade S.A. Borys Balenko (Vol. 56, f. pp. 65–79).

By the Partial Response No. 14/2-31300-08 dated August 22, 2008 of the Prosecutor General's Office of Ukraine to the Application for Legal Aid, received on September 10, 2008, the interview dated August 4, 2008 of the witness **Borys Anatolyevich Balenko** has been sent, in which he claims that he is registered and resides in Ukraine, Kherson city, Prospekt Pobedy, house 6, flat 17. He is currently not employed anywhere in Ukraine; he is neither shareholder nor director of any company in Ukraine. He claims to be the Director of the company Machinery Trade S.A. This company is engaged in wholesale of computers, consumer electronics, and radio equipment. He claims that around 2005, he was in the Russian Federation, Moscow, at AB Ūkio Bankas, which is located in the Moscow city centre; he filled out documents required to open an account, and opened the account for the company Machinery Trade S.A. Having examined document copies submitted to him during the interview, he claimed that most documents bear his signatures, other documents have been signed by a secretary on his behalf with his knowledge. When opening the account, he received the required documents and account management codes; he did not pass these codes to anyone; claims to currently have these codes. He is not a beneficiary of the company Machinery Trade Company S.A. He was receiving neither payment orders nor money thereof. He claims to be the Director thereof; has the seal and the Instruments of Incorporation thereof. He claims to know that Mikhail Rodionov is the Director of Mita Group Ltd., Tatyana Dudorova — the Director of Logotreck Production, Vladimir Orekhov — the Director of Fontana Invest Limited, and Yevgeny Demyanov — the Director of Advanta Corporation. He became acquainted with Yuri Khorol through Mikhail Rodionov; he on B. Balenko's behalf handed over all required documents of the company the Lawyer Juozas Gaudutis. He is not acquainted with Yuliya Kosulnikova, Irina Gauk, Anatoly Spodobin, Aleksandr Petrov, and Aleksandr Bukalov; he does not know who uses the mobile telephone No. 7 915 227 3279. The company Fontana Invest Limited was one of the main partners of Machinery Trade S.A. in purchasing computers, consumer electronics, and radio equipment. To the questions "On what grounds Machinery Trade S.A. transferred 67 million U. S. Dollars in August 2006 into to the company Mita Group Ltd., and during the same period received from Mita Group Ltd. 43 million Euros? Was there a contract concluded between these two companies, were the invoices issued, goods delivered?" he replied that the money transfer is related to the conclusion of certain contracts on the basis of trade relations, the invoices have been issued, but the contracts have not been fulfilled, due to the blockage of the funds they have been forced to cease the supply of goods (Vol. 56, f. pp. 81–90).

Belarus

On February 28, 2008, by the Letter of Transmittal No. 14.2-823 (14.5-50) of the Prosecutor General's Office of the Lithuanian Republic, the Application for Legal Aid dated January 24, 2008 was sent to the Prosecutor General of Belarus, which requests to interview the person indicated in the AB Ūkio Bankas's Client Questionnaire as a beneficiary of Vectrus Commerce Ltd. Vasily Shilenok (Vol. 56, f. pp. 117–125).

By the Partial Response No. 25/191-2008 dated May 13, 2008 of the Prosecutor General's Office of Belarus to the Application for Legal Aid, received on May 27, 2008, the interview dated April 29, 2008 of the witness **Shilenok Vasily Danilovich** has been sent, in which he claims that he is not a shareholder or director

of any company, and never has been. The company Vectrus Commerce Ltd. is unknown to him; the name thereof does not say anything to him. He has never known Vladimir Shakhov, Christalla Kirkillari, Sergey Razdyakonov, Vladimir Orekhov, and Aleksey Vernovsky; does not have and has never had any dealings with these people, because he does not know them. He does not know the telephone No. 962-908-40-24; does not know who is using this telephone number. He has no knowledge of why his particulars were indicated in the bank questionnaire. During the period from 2004 to 2006, he has given his passport data for the purposes of registering an object in Moscow (does not remember the exact address of the object) to a broker, whose patronymic is Mikhailovich, as well as to another object's broker named Vladimir (he does not know other particulars). Also during the period from 2002 to 2004, he has given his particulars to brokers of other objects in Moscow city whose particulars he does not remember (Vol. 56, f. pp. 128–132).

Kazakhstan

On February 28, 2008, by the Letter of Transmittal No. 14.2-825 (14.5-49) of the Prosecutor General's Office of the Lithuanian Republic, the Application for Legal Aid dated January 28, 2008 was sent to the Prosecutor General of the Republic of Kazakhstan, which requests to interview the person indicated in the AB Ūkio Bankas's Client Questionnaire as a beneficiary of Moduls Business Inc. Leonid Sidorov (Vol. 56, f. pp. 139–147). On February 4, 2009, the Prosecutor General's Office of the Lithuanian Republic repeatedly appealed to the Prosecutor General's Office of the Republic of Kazakhstan, and requested to notify on the reasons for delayed execution of legal aid, but no response has been received (Vol. 56, f. pp. 150–151).

Israel

On January 11, 2007, the pre-trial investigation was supplemented with the Application for Legal Aid from the Ministry of Justice of Israel; Israel's consent on the use of this information was obtained (Vol. 56, f. pp. 167–169). This Application for Legal Aid informs that Gregory Lerner together with his business partner Boris Bubnov, on October 13, 2004 in Israel, founded the company Rosneftgazinvest L.T.D., formulated objective whereof was to raise funds from private investors for the alleged purpose to use these funds to purchase oil products or gas from major Russian oil companies. Based on the scheme provided to deceived investors by the criminals, Rosneftgazinvest later would sell oil products in Europe. In fact, Rosneftgazinvest has never actually bought nor sold oil products, and G. Lerner with B. Bubnov diverted the money. In order to support this scheme, Lerner and Bubnov established several fraudulent shell companies for laundering money obtained from the scheme, and for fiction that Rosneftgazinvest was actually involved in the oil business. The investigation revealed that the alleged purchases and sales of oil products have been made through various brokerage companies whose accounts have been opened in Latvia. Large amounts were then transferred to these accounts, laundering the money received from deceived investors. During the search of G. Lerner's facilities, documents were found, supporting the existence of accounts at Lithuanian banks as well — of three companies, including Mita Group Ltd. Israeli police suspects that these are shell companies that have been used by G. Lerner and his associates (Vol. 56, f. pp. 152–166).

On July 25, 2007, the Task No. 8-2/515 was designated in order to carry out investigation of objects on the opening of the accounts of Vectrus Commerce Ltd., Machinery Trade S.A., Morrison Agency Ltd., Korofalt Ventures Ltd., Westline Associates Limited, Buron Capital Corp, Moduls Business Inc., Annava Limited, Advanta Corporation, Logotreck Products Inc, Belotract Global Inc., Great Alliance Consultants Limited, and Mita Group Ltd., at AB Ūkio Bankas, and to answer the question whether the opening and on-line management of the accounts thereof have complied with the requirements of the normative acts, regulating the opening of accounts, their management, provision of information (Vol. 24, f. pp. 54–55). The Expert's Report No. 5-2/123 dated November 10, 2007 states that during the investigation period, at AB Ūkio Bankas, incoming and outgoing information from the representative office in Moscow was not recorded,

therefore there is no possibility to determine during the investigation whether the Bank Account and Internet Banking Service Agreements, and envelopes with PIN / TAN codes of the companies: Logotreck Products Inc., Belotract Global Inc., Advanta Corporation, Annava Limited, Buron Capital Corp., Westline Associates Limited, Machinery Trade S.A, Morrison Agency Ltd., Vectrus Commerce Ltd., and Mita Group Ltd., were sent to the representative office, to whom and in what way said agreements and codes for on-line account management were passed, and who managed on-line accounts of these companies. After verifying the material on bank's correspondence with clients submitted for the investigation, it has been established that the movement of funds in the accounts of the companies Moduls Business Inc., Great Alliance Consultants Limited, and Korofalt Ventures Ltd. was performed without the clients' taking their Bank Account and Internet Services Agreements, because the bank has sent via e-mail messages to those companies informing that they have not taken the banking contracts from the representative office, which they had signed prior to the opening of accounts, whilst the turnover in the accounts has been conducted for a long time. There is no possibility during the investigation to determine when the Bank Account and Internet Banking Service Agreements, and envelopes with PIN / TAN codes of the companies: Great Alliance Consultants Limited, Korofalt Ventures Ltd., and Moduls Business Inc., were sent to the representative office, to whom and in what way said agreements and codes for on-line account management were passed, and who managed on-line accounts of these companies (Vol. 24, f. p. 70–Vol. 26, f. p. 104).

Actions carried out for the money the ownership rights to which were temporarily restricted, the matter of legal position

Because based on the data collected during the pre-trial investigation, it was established that the monies held in said accounts owned by the companies: Great Alliance Consultants Limited, Korofalt Ventures Ltd., Logotreck Products Inc., Belotract Global Inc., Advanta Corporation, Annava Limited, Moduls Business Inc., Buron Capital Corp., Westline Associates Limited, Machinery Trade S.A., Morrison Agency Ltd., Vectrus Commerce Ltd., and Mita Group Ltd., and located at AB Ūkio Bankas, are ownerless, the Kaunas Regional Prosecutor's Office passed them for registration to the Kaunas County State Tax Inspectorate, informing about the necessity to register the monies held in the accounts thereof as ownerless property pursuant to the p. 3.2 of the Regulations of the Transmission, Registration, Storage, Disposal, Recovery and Recognition as a Waste of Property, Physical Evidence, Treasure Trove, and Finds either Ownerless, Confiscated, State-Inherited, or Transferred to the State Revenue, as approved by the Government Resolution No. 634 dated May 26, 2004.

On January 14, 2008, the Kaunas Regional Prosecutor's Office by the Letter No. (TA-187-06) 22-173 notified the Kaunas County STI that by the Response to the Application for Legal Assistance from the Russian Federation, the interview was received of the person formalised by AB Ūkio Bankas as a director and beneficiary of indicated company, Tatyana Dudorova, in which she claimed that she had never been to the AB Ūkio Bankas's representative office in the Russian Federation; had not opened an account there; had signed the documents, the content of which she does not know; she does not know anything about the activities of the company LOGOTRECK PRODUCTS INC.; does not dispose of the codes for on-line account management. Because the account No. LT68 7010 0000 2060 3959 located at AB Ūkio Bankas has been opened by persons unidentified during the investigation by using Dudorova Tatyana's personal data, and Tatyana Dudorova indicated that she has no knowledge about activities of LOGOTRECK PRODUCTS INC., the funds received into the account managed on-line by unidentified persons are ownerless, and should be registered in the State Tax Inspectorate. Pursuant to the p. 3.2 of the Regulations of the Transmission, Registration, Storage, Disposal, Recovery and Recognition as a Waste of Property, Physical Evidence, Treasure Trove, and Finds either Ownerless, Confiscated, State-Inherited, or Transferred to the State Revenue, as approved by the Government Resolution No. 634 dated May 26, 2004, the Kaunas County STI has been notified of the necessity to register the following monetary funds: USD 3.700.245,53 held in the account No. LT68 7010 0000 2060 3959 located at AB Ūkio Bankas, Maironio g. 25, Kaunas and opened on behalf of LOGOTRECK

PRODUCTS INC., as ownerless property (Vol. 62, f. pp. 194–195). On March 3, 2008, the Kaunas County STI registered the monetary funds held in the account No. LT68 7010 0000 2060 3959 located at AB Ūkio Bankas as property, which has no owner (or owner thereof is unknown) (Vol. 62, f. pp. 196–197).

On January 14, 2008, the Kaunas Regional Prosecutor's Office by the Letter No. (TA-187-06) 23-173 notified the Kaunas County STI that by the Response to the Application for Legal Assistance from the Russian Federation, the interviews were received of the persons formalised by AB Ūkio Bankas as representatives of the companies ANNAVA LIMITED, VECTRUS COMMERCE LTD., and MODULS BUSINESS INC. Oksana Rostyashvili indicated in the interview that she had never heard of AB Ūkio Bankas; had never filled out account opening documents; has no knowledge of the company ANNAVA LIMITED. Vladimir Shakhov indicated in the interview that he had signed some sort of documents for 50 U. S. Dollars, the contents of which are unknown to him; the company VECTRUS COMMERCE LTD. is unknown to him; he has no relation with activities thereof. Sergey Gorbachev indicated in the interview that he had never heard of AB Ūkio Bankas; had never filled out account opening documents; has no knowledge of the company MODULS BUSINESS INC. Because the accounts No. LT68 7010 0000 2060 3280, No. LT13 7010 0000 2060 3882, and No. LT39 7010 0000 2060 3123 located at AB Ūkio Bankas have been opened by persons unidentified during the investigation by using Oksana Rostyashvili's, Vladimir Shakhov's, and Sergey Gorbachev's personal data, and Oksana Rostyashvili, Vladimir Shakhov, and Sergey Gorbachev indicated that they have no knowledge about the activities of ANNAVA LIMITED, VECTRUS COMMERCE LTD., and MODULS BUSINESS INC., the funds received into the account managed on-line by unidentified persons are ownerless, and should be registered in the State Tax Inspectorate. Pursuant to the p. 3.2 of the Regulations of the Transmission, Registration, Storage, Disposal, Recovery and Recognition as a Waste of Property, Physical Evidence, Treasure Trove, and Finds either Ownerless, Confiscated, State-Inherited, or Transferred to the State Revenue, as approved by the Government Resolution No. 634 dated May 26, 2004, the Kaunas County STI has been notified of the necessity to register the following monetary funds: 1) USD 1,1065.89 and EUR 187,904.89 held in the account No. LT68 7010 0000 2060 3280 opened on behalf of ANNAVA LIMITED; 2) USD 243,864.87 and EUR 4,518.80 held in the account No. LT13 7010 0000 2060 3882 opened on behalf of VECTRUS COMMERCE LTD.; and 3) USD 178,444.16 and EUR 128,738.76 held in the account No. LT39 7010 0000 2060 3123 opened on behalf of VECTRUS COMMERCE LTD., and located at AB Ūkio Bankas, Maironio g. 25, Kaunas, as ownerless property. On May 10, 2008, the Kaunas County STI registered the monetary funds held in the accounts No. LT68 7010 0000 2060 3280, No. LT13 7010 0000 2060 3882, and No. LT39 7010 0000 2060 3123 located at AB Ūkio Bankas as property, which has no owner (or owner thereof is unknown) (Vol. 63, f. pp. 1–4).

On April 22, 2008, the Kaunas Regional Prosecutor's Office by the Letter No. 22-1550 notified the Kaunas County STI that by the Response to the Application for Legal Assistance from the Russian Federation, the interviews were received of the persons formalised by AB Ūkio Bankas as representative of the company WESTLINE ASSOCIATES LIMITED, director of the company BELOTRACT GLOBAL INC., as well as data that the Power of Attorney for the person formalised as a representative of the company MORRISON AGENCY LTD. have been extended after this person's death. Yuri Filipov testified in the interview that on November 2005, he handed over the registration documents and seal of WESTLINE ASSOCIATES LIMITED to a Latvian citizen, whose documents he had not seen. Y. Filipov has no knowledge of activities of the company WESTLINE ASSOCIATES LIMITED; has not concluded the Bank Account Agreement. Yuliya Kosulnikova testified that she has no knowledge of the company BELOTRACT GLOBAL INC.; has never been a director thereof. It has been established by the copy of the Death Act Record that date of Vladimir Bunakov's death is January 26, 2006. It has been established by the Power of Attorney for Vladimir Bunakov that he has been assigned as a representative of MORRISON AGENCY LTD. from March 21, 2006 to February 28, 2007. Because the accounts No. LT08 7010 0000 1760 3180 and No. LT43 7010 0000 1760 3132 have been opened, and the account No. LT46 7010 0000 1260 3989 located at AB Ūkio Bankas since January 26, 2006 have been managed by persons unidentified during the investigation by using Yuri Filipov's,

Yuliya Kosulnikova's, and Vladimir Bunakov's personal data, Yuri Filipov and Yuliya Kosulnikova indicated that they have no knowledge about activities of WESTLINE ASSOCIATES LIMITED, BELOTRACT GLOBAL INC., and the decedent Vladimir Bunakov could not have managed the account of MORRISON AGENCY LTD., the funds received into the account managed on-line by unidentified persons are ownerless, and should be registered in the State Tax Inspectorate. Pursuant to the p. 3.2 of the Regulations of the Transmission, Registration, Storage, Disposal, Recovery and Recognition as a Waste of Property, Physical Evidence, Treasure Trove, and Finds either Ownerless, Confiscated, State-Inherited, or Transferred to the State Revenue, as approved by the Government Resolution No. 634 dated May 26, 2004, the Kaunas County STI has been notified of the necessity to register the following monetary funds: 1) USD 47,937.04 and EUR 62.66 held in the account No. LT08 7010 0000 1760 3180 opened on behalf of WESTLINE ASSOCIATES LIMITED; 2) USD 47,278.64 held in the account No. LT46 7010 0000 1260 3989 opened on behalf of MORRISON AGENCY LTD.; and 3) USD 708.95 and EUR 14.93 held in the account No. LT43 7010 0000 1760 3132 opened on behalf of BELOTRACT GLOBAL INC., as ownerless property. On May 13, 2008, the Kaunas County STI registered the monetary funds held in the accounts No. LT68 7010 0000 2060 3280, No. LT43 7010 0000 1760 3132, and No. LT46 7010 0000 1260 3989 located at AB Ūkio Bankas as property, which has no owner (or owner thereof is unknown) (Vol. 63, f. pp. 7–10).

On August 31, 2009 the Kaunas City District Court held to declare the Property listed in the property registration act No. 8 dated May 13, 2008 and the property registration act No. 9 dated May 13, 2008 — 47,937.04 U. S. Dollars (USD) and 1,562.66 Euros (EUR) held in the account No. LT08 7010 0000 1760 3180 opened on behalf of WESTLINE ASSOCIATES LIMITED, 278.64 U.S. Dollars (USD) held in the account No. LT46 7010 0000 1260 3989 opened on behalf of MORRISON AGENCY LTD., and 708.95 U. S. dollars (USD) and 14.93 Euros (EUR) held in the account No. LT43 7010 0000 1760 3132 opened on behalf of BELOTRACT GLOBAL INC., a total of 48,924.63 U.S. Dollars and 1,577.59 Euros, as ownerless, and transfer it to state ownership (Vol. 63, f. pp. 25–28).

On October 19, 2009, AB Ūkio Bankas informed that the Decision of the Kaunas District Court in a civil proceeding dated August 31, 2009 has been carried out, and the monies have been transferred to the STI's collection account No. LT24 7300 0101 1239 4300 located at the bank AB Swedbank (Vol. 51, f. p. 60).

On January 26, 2009, the Kaunas Regional Prosecutor's Office by the Letter No. (TA-187-06) 22-324-09 notified the Kaunas County STI that by the Letter No. (TA-187-06) 22-173 dated January 14, 2008, by the Letter No. (TA-187-06) 22-1489 dated April 16, 2008, and by the Letter No. 22-1550 dated April 22, 2008 notified the Kaunas County STI of the necessity to register the following monetary funds: 1) USD 11,065.89 and EUR 187,904.89 held in the account of ANNAVA LIMITED; 2) USD 243,864.87 and EUR 4,518.80 held in the account of VECTRUS COMMERCE LTD.; 3) USD 178,444.16 and EUR 128,738.76 held in the account of MODULS BUSINESS INC.; 4) USD 47,937.04 and EUR 1,562.66 held in the account of WESTLINE ASSOCIATES LIMITED; 5) USD 278.64 held in the account of MORRISON AGENCY LTD.; 6) USD 708.95 and EUR 14.93 held in the account of BELOTRACT GLOBAL INC.; and 7) USD 3,700,245.53 held in the account of LOGOTRECK PRODUCTS. Based on the data obtained in the form of the Applications for Legal Aid, the persons formalised as representatives and directors of these companies did not know anything about the activities thereof, were not engaged in any activity, and V. Bunakov has been appointed as the Representative of MORRISON AGENCY LTD. after his death.

Based on the data obtained in the form of the Applications for Legal Aid, Andrey Shishov formalised as the Representative of BURON CAPITAL CORP. and Irina Gauk formalised as the Director of KOROFALT VENTURES LTD. have not been found, I. Gauk died in Autumn 2008. Mikhail Rodionov formalised as the Director of MITA GROUP LTD., Yevgeny Demyanov formalised as the Representative of ADVANTA CORPORATION, Borys Balenko formalised as the Director of MACHINERY TRADE S.A., and Vasily Shonchev formalised as the Representative of GREAT ALLIANCE CONSULTANTS LIMITED claimed to have been directors and representatives, and indicated that the income was received into the accounts from

economic activity. However, the data obtained during the pre-trial investigation, confirmed that the companies MITA GROUP LTD., ADVANTA CORPORATION, MACHINERY TRADE S.A., GREAT ALLIANCE CONSULTANTS LIMITED, KOROFALT VENTURES LTD., and BURON CAPITAL CORP. have not been engaged in any economic activity, straw persons have been assigned as directors and representatives thereof, the funds have been transferred into the accounts without lawful basis, the owner has not been identified.

The funds into the accounts of KOROFALT VENTURES LTD., MACHINERY TRADE S.A., and BURON CAPITAL CORP. have been received from FONTANA INVEST INC. LIMITED, into the accounts of MITA GROUP LTD., ADVANTUS CORPORATION — from ENNERDALE INVESTMENTS LIMITED, into the account of GREAT ALLIANCE CONSULTANTS LIMITED — from INDECO ENGINEERING LIMITED. Based on the data obtained in the form of the Applications for Legal Aid, A. Vernovsky has been formalised as the Representative of ENNERDALE INVESTMENTS LIMITED, V. Orekhov — as the Representative of FONTANA INVEST INC. LIMITED, and A. Beginin — as the Representative of INDECO ENGINEERING LIMITED fictitiously; they have not been engaged in any business activities; have not headed the companies; A. Beginin is an asocial person.

Based on the data obtained in the form of the Applications for Legal Aid, MITA GROUP LTD. has never rented office facilities, and in actuality was not located at the address of registered office indicated by AB Ūkio Bankas, is not and has never been included in the register of the Tax Inspectorate.

KOROFALT VENTURES LTD. and MITA GROUP LTD. have not been found at the address of registration and at the address of registered office indicated by AB Ūkio Bankas; the companies BURON CAPITAL CORP., ADVANTA CORPORATION, MACHINERY TRADE S.A., and GREAT ALLIANCE CONSULTANTS LIMITED. have not been found at the address of registered office indicated by AB Ūkio Bankas.

The Power of Attorney for Y. Demyanov to represent the company ADVANTA CORPORATION expired on February 12, 2008, and the person indicated as a beneficiary thereof Aleksand Bukalov is missing.

The Handwriting Expert's Report dated February 28, 2007 indicated that the person who signed the AB Ūkio Bankas's Seal Card of MACHINERY TRADE S.A. in B. Balenko's name was not the same person who signed other documents under examination in B. Balenko's name (the Application for Opening a Bank Account, the agreement).

The Expert's Report No. 5-21123 dated November 10, 2007 indicates that during the investigation period at AB Ūkio Bankas, incoming and outgoing information from the representative office in Moscow was not recorded, therefore there is no possibility during the investigation to determine whether the Bank Account and Internet Banking Service Agreements, and envelopes with PIN / TAN codes of the companies: ADVANTA CORPORATION, CAPITAL BURON CORP., MACHINERY TRADE S.A., and MITA GROUP LTD., were sent to the representative office, to whom and in what way said agreements and codes on-line account management were passed, and who managed on-line accounts of these companies. After verifying the material of bank's correspondence with clients submitted for the investigation, it has been established that the movement of funds in the accounts of the companies GREAT ALLIANCE CONSULTANTS LIMITED and KOROFALT VENTURES LTD. was performed without the clients' taking their Bank Account and Internet Services Agreements, because the bank has sent via e-mail messages to those companies informing that they have not taken the banking contracts from the representative office, which they had signed prior to the opening of accounts, whilst the turnover in the accounts has been conducted for a long time.

Since September 9, 2006, the restriction of ownership rights to the funds (USD 3,860,000 — in the account No. LT50 7010 0000 13603114, USD 1,300,273.97 — in the account No. LT47 7010 0000 2060 3173, USD 1,988,149.25, EUR 765,101.68, and CHF 25,160.25 — in the account No. LT65 7010 0000 1060 3701, USD 500,000 — in the account No. LT69 7010 0000 1960 3095, USD 3,650,000 — in the account No. LT41 7010 0000 1860 3335, and USD 500,000 — in the account No. LT50 7010 0000 0960 3804) held in

the accounts No. LT50 7010 0000 13603114, No. LT47 7010000020603173, No. LT65 70100000 10603701, No. LT69 7010 0000 19603095, No. LT41 7010000018603335, and No. LT50 7010 0000 09603804 located at AB Ūkio Bankas, Maironio 25, Kaunas and opened on behalf of the companies MITA GROUP LTD. (address of registration: P. O. Box 961, Road Town, Tortola, British Virgin Islands, reg. on November 8, 2004, reg. No. 622836), ADVANTA CORPORATION (address of registration: P. O. Box 556, Main Street, Charlestown, Nevis, reg. on January 3, 2001, reg. No. C19076), MACHINERY TRADE S.A. (address of registration: Drake Chambers, Tortola, British Virgin Islands, reg. on February 25, 2005, reg. No. 643901), GREAT ALLIANCE CONSULTANTS LIMITED (address of registration: 3/F, Jonsim Place, 228 Queen's Road East, Wanchai, Hong Kong, reg. on August 4, 2005, reg. No. 987556), KOROFALT VENTURES LTD. (address of registration: P. O. Box 3321, Road Town, Tortola, British Virgin Islands, reg. on October 17, 2005, reg. No. 680999), BURON CAPITAL CORP. (address of registration: 35 Barrack Road, Third Floor, Belize City, Belize, reg. on October 15, 2004, reg. No. 36941), has been applied.

Because the accounts No. LT50 7010 0000 13603114, No. LT47 7010 0000 2060 3173, No. LT65 7010 0000 1060 3701, No. LT69 7010 0000 1960 3095, No. LT41 7010 0000 1860 3335, and No. LT50 7010 0000 0960 3804 located at Ūkio Bankas, have been managed by persons unidentified during the investigation, the owner has not been identified, the funds received into the account managed on-line by unidentified persons are ownerless and should be registered in the State Tax Inspectorate.

Pursuant to the p. 3.2 of the Regulations of the Transmission, Registration, Storage, Disposal, Recovery and Recognition as a Waste of Property, Physical Evidence, Treasure Trove, and Finds either Ownerless, Confiscated, State-Inherited, or Transferred to the State Revenue, as approved by the Government Resolution No. 634 dated May 26, 2004, the Kaunas County STI has been notified of the necessity to register the following monetary funds: 1) USD 3,860,000 held in the account No. LT50 7010 0000 1360 3114 opened on behalf of MITA GROUP LTD. (address of registration: P. O. Box 961, Road Town, Tortola, British Virgin Islands, reg. November 8, 2004, reg. No. 622836); 2) USD 1,300,273.97 held in the account No. LT47 7010 0000 2060 3173 opened on behalf of ADVANTA CORPORATION (address of registration: P. O. Box 556, Main Street, Charlestown, Nevis, reg. on January 3, 2001, reg. No. C19076); 3) USD 1,988,149.25, EUR 765,101.68, and CHF 25,160.25 held in the account No. LT65 7010 0000 1060 3701 opened on behalf of MACHINERY TRADE S.A. (address of registration: Drake Chambers, Tortola, British Virgin Islands, reg. on February 25, 2005, reg. No. 643901); 4) USD 500,000 held in the account No. LT69 7010 0000 1960 3095 opened on behalf of GREAT ALLIANCE CONSULTANTS LIMITED (address of registration: 3/F, Jonsim Place, 228 Queen's Road East, Wanchai, Hong Kong, reg. on August 4, 2005, reg. No. 987556); 5) USD 3,650,000 held in the account No. LT41 7010 0000 1860 3335 opened on behalf of KOROFALT VENTURES LTD. (address of registration: P. O. Box 3321, Road Town, Tortola, British Virgin Islands, reg. on October 17, 2005, reg. NO. 680999); 6) USD 500,000 held in the account No. LT50 7010 0000 09603804 opened on behalf of BURON CAPITAL CORP. (address of registration: 35 Barrack Road, Third Floor, Belize City, Belize. reg. on October 15, 2004, reg. No. 36941), as ownerless property. Said property has been registered by the STI in accordance with said Letter of the Kaunas Regional Prosecutor's Office dated January 26, 2009 (Vol. 63, f. pp. 201-203).

By the Order of the Kaunas City District Court dated March 10, 2011, the Application lodged by the Kaunas County STI to declare the monies of the companies ANNAVA LIMITED, MODULS BUSINESS INC., and VECTRUS COMMERCE as ownerless property, was left unexamined, since the Application was received with defects.

By the Order of the Kaunas City District Court dated May 18, 2011, the Application lodged by the Kaunas County STI to declare the monies of the company LOGOTREC PRODUCTS INC. as ownerless property, was left unexamined, since the Application was received with defects.

By the Order of the Kaunas City District Court dated March 7, 2011, the Application lodged by the Kaunas County STI to declare the monies of the companies MITA GROUP LTD., ADVANTA CORPORATION, MACHINERY TRADE S.A., GREAT ALLIANCE CONSULTANTS, KOROFALT

VENTURES LTD., and BURON CAPITAL CORP. as ownerless property, was left unexamined, since the Application was received with defects. After the Kaunas County STI had appealed this Order, the Kaunas Regional Court by the Order dated May 31, 2011 satisfied the Application, annulled the Order of the Kaunas City District Court dated March 7, 2011, and passed the appropriate civil case to the court of the first instance for re-examination.

Arguments for the constituent elements of the criminal offences, as provided for in the Art. 216 and Art. 300, Part 1 of the Criminal Code of RL, and the pre-trial investigation

As mentioned, the pre-trial investigation in the Russian Federation in the Criminal Case No. 248089, in which the lawfulness of the activities of the Russian bank Diskont were examined, has been suspended. The monetary funds from this bank's branch in Austria have been transferred into the accounts of the companies discussed herein, located at AB Ūkio Bankas. So far, the pre-trial investigation No. 06-1-01060-06 failed to collect sufficient data, on the basis of which one could evaluate that financial operations with monies by the companies Vectrus Commerce Ltd., Machinery Trade S.A., Morrison Agencies Ltd., Korofalt Ventures Ltd., Westline Associates Limited, Buron Capital Corp., Moduls Business Inc., Annava Limited, Advanta Corporation, Logotreck Products Inc., Belotract Global Inc., Great Alliance Consultants Limited, and Mita group Ltd. have been carried out for unidentified person or persons, in order to conceal or legalise their own or another person's money or property, knowing that they have been acquired in a criminal manner. The data collected in the case show that the financial operations with said monies have been initiated in the Russian Federation, therefore the possibilities for determining the circumstances of the lawfulness of money acquisition should be related to the results of investigation carried out by the law enforcement authorities of this country. All possible investigative actions have been carried out in the Republic of Lithuania in order to collect meaningful data supporting the presence of constituent objective elements of the offence pursuant to the Art. 216 of the Criminal Code of LR., however it must be concluded that they are insufficient in order to be able to state that in carrying out discussed financial operations, an act has been committed which has the elements of said offence, therefore the pre-trial investigation in this part should be terminated.

The pre-trial investigation determined the elements of forgery of the following documents: the Application for Opening an Account of Annava Limited, the Signature and Seal Card, the Bank Account Agreement No. 180-04/2059-0 dated March 22, 2006, and the Internet Services Agreement of Annava Limited concluded in Rostyashvili Oksana's name, the Application for Opening an Account of Moduls Business Inc., the Signature and Seal Card, the Bank Account Agreement No. n180-04/2116-0 dated April 12, 2006, and the Internet Services Agreement of of Moduls Business Inc. concluded in Gorbachev Sergey's name, the Application for Opening an Account of Belotract Global Inc., the Signature and Seal Card, the Bank Account Agreement No. 180-04/1969-01 dated February 21, 2006, and the Internet Services Agreement of Belotract Global Inc. concluded in Kosulnikova Yuliya's name, the Application for Opening an Account of Westline Associates Limited, the Signature and Seal Card, the Bank Account Agreement No. 180-04/18190 dated December 9, 2005, and the Internet Services Agreement of Westline Associates Limited concluded in Filipov Yury's name, however, during the investigation, sufficient data have not been collected in order to determine whether the documents have been forged by unidentified persons signing them, or whether they have been signed by mentioned persons for money without their understanding of contents thereof; some testimonies on these documents contradict each other. However, considering the fact that when writing the Applications for Legal Aid, the law enforcement authorities of the Russian Federation were informed

/page missing/

The entirety of the explanations of the persons interviewed during the pre-trial investigation, as well as the other collected and mentioned documents shows that there is no basis to treat said companies as owners of

these specific transferred monies. Data collected during the pre-trial investigation show that persons in whose name banking or other transactional activities of the companies Great Alliance Consultants Limited, Korofalt Ventures Ltd., Logotreck Products Inc., Advanta Corporation Annava Limited, Moduls Business Inc., Buron Capital Corp., Machinery Trade S.A., Vectrus Commerce Ltd., and Mita Group Ltd., are formalised, are in essence only formally related thereto. The majority of these people did not have the bank account codes thereof nor a possibility to manage them on-line during the money transfer. In reality, other unidentified persons are related to the opening of bank accounts, actual management thereof, and formal conclusion of the contracts in accordance to which the monies have been transferred. Some persons related to activities of mentioned companies are either deceased or not found at all; the documents of the companies' activities are formalised in accordance with documents lost by persons, although mentioned relevant Powers of Attorney are formalised in their names. Although contracts have been made on behalf of the companies that are registered in various countries around the world, the contents of requirements and conditions for carrying out set forth in the paragraphs of the contracts are almost similar, which shows that they are formalised only formally by the same unidentified persons in order to justify the transfer of monies with a formally concluded transaction. There are no legal disputes on the failed supply of goods. The mere fact that the bank accounts have been opened on behalf of these legal persons and that they are formal holders of these accounts, in the discussed and established circumstances those persons are not to be identified with the existence of the content of monies held in the property disposition account.

The fact that the unknown persons through the accounts of mentioned companies — recipients of the monies have been only diverting money flows in accordance with the transactions that bear no relation to real economic activities of these companies, is also confirmed by data collected by the law enforcement authorities of the Russian Federation whilst fulfilling the Application for Legal Aid, on the senders of the monies — the companies Fontana Invest Inc. Limited, Ennerdale Investments Limited, Indeco Engineering Limited, activities and heads thereof. V. M. Orekhov and A. A. Vernovsky, who represented first two companies respectively and were interviewed as witnesses, explained that they are completely unrelated to activities thereof: the first is employed at a chemical factory as a tank cleaner, the other — as a company's courier. The interview shows that they are completely unrelated to economic and financial activities of Fontana Invest Inc. Limited and Ennerdale Investments Limited. A. V. Beginin also did not actually represent, although documents supporting relevant activities have been signed in names of all of them. Economic operations, which constituted an actual basis for making payments, have not been determined. The persons, who initiated the money transfer into the accounts of the companies and had the actual possibility to further dispose of monies held in the account, had money operations been not brought to a stop, have not been identified as well.

In light of the above, it must be stated that the lawful owners of monies received into the accounts of the companies managed by unidentified persons, have not been identified therefore pursuant to the Art. 94, Part 1, Par. 5 of the CCP it is necessary to transfer these monies to state ownership.

On the basis of the above and pursuant to the Art. 3, Part 1, Par. 1; Art. 94, Part 1, Par. 5; Art. 212, Part 1; Art. 214, Part 1; and Art. 216 of the CCP of RL, the following has been decided:

1. to terminate the pre-trial investigation in the Criminal Case No. 06-1-01060-06 in the absence of the elements of offence in the committed acts, as provided for in the Art. 216 and Art. 300, Part 1 of the CCP of RL;
2. to abolish the temporary restriction of ownership rights of the companies Great Alliance Consultants Limited, Korofalt Ventures Ltd., Logotreck Products Inc., Advanta Corporation, Annava Limited, Moduls Business Inc., Buron Capital Corp., Machinery Trade S.A., Vectrus Commerce Ltd., and Mita Group Ltd., and to transfer the following monies into state ownership:
 - 1) to the amount of USD 500,000 of funds held in the account No. LT69 7010 0000 1960 3095 opened on behalf of GREAT ALLIANCE CONSULTANTS LIMITED (address of registration: 3/F, Jonsim Place, 228 Queen's Road East, Wanchai, Hong Kong, reg. on

- August 4, 2005 m., reg. No. 987556) at AB Ūkio Bankas, Maironio 25, Kaunas, and to transfer these monies into state ownership;
- 2) to the amount of USD 3,650,000 of funds held in the account No. LT41 7010 0000 1860 3335 owned by KOROFALT VENTURES LTD. (address of registration: P. O. Box 3321, Road Town, Tortola, British Virgin Islands, reg. on October 17, 2005, reg. No. 680999) at AB Ūkio Bankas, Maironio 25, Kaunas, and to transfer these monies into state ownership;
 - 3) to the amount of USD 3,700,245.53 of funds held in the account No. LT68 70100000 2060 3959 owned by LOGOTRECK PRODUCTS INC. (address of registration: P. O. Box 3321, Road Town, Tortola, British Virgin Islands, reg. on January 3, 2006, reg. No. 1002090) at AB Ūkio Bankas, Maironio 25, Kaunas, and to transfer these monies into state ownership;
 - 4) to the amount of USD 1,300,273.97 of funds held in the account No. LT47 7010 0000 2060 3173 owned by ADVANTA CORPORATION (address of registration: P. O. Box 556 Main Street, Charlestown, Nevis, reg. on January 3, 2001, reg. No. C19076) at AB Ūkio Bankas, Maironio 25, Kaunas, and to transfer these monies into state ownership;
 - 5) to the amounts of USD 11,065.89 and EUR 187,904.89 of funds held in the account No. LT39 7010 0000 2060 3123 owned by ANNAVA LIMITED (address of registration: Enterprise House, 82 Whitchurch Road, CF14 3LX, Cardiff, UK, reg. on January 27, 2006, reg. No. 5690354) at AB Ūkio Bankas, Maironio 25, Kaunas, and to transfer these monies into state ownership;
 - 6) to the amounts of USD 178,444.16 USD and EUR 128,738.76 of funds held in the account No. LT68 7010 0000 2060 3280 owned by MODULS BUSINESS INC. (address of registration: P. O. Box 3321, Road Town, Tortola, British Virgin Islands, reg. on February 28, 2006, reg. No. 1013056) at AB Ūkio Bankas, Maironio 25, Kaunas, and to transfer these monies into state ownership;
 - 7) to the amount of USD 500,000 USD of funds held in the account No. LT50 7010 0000 0960 3804 owned by BURON CAPITAL CORP. (address of registration: 35 Barrack Road, Third Floor, Belize City, Belize, reg. on October 15, 2004, reg. No. 36941) at AB Ūkio Bankas, Maironio 25, Kaunas, and to transfer these monies into state ownership;
 - 8) to the amounts of USD 1,988,149.25, EUR 765,101.68, and CHF 25,160.25 of funds held in the account No. LT65 7010 0000 1060 3701 owned by MACHINERY TRADE S.A. (address of registration: Drake Chambers, Tortola, British Virgin Islands, reg. on February 25, 2005, reg. No. 643901) at AB Ūkio Bankas, Maironio 25, Kaunas, and to transfer these monies into state ownership;
 - 9) to the amounts of USD 243,864.87 and EUR 4,518.80 of funds held in the account No. LT13 7010 0000 2060 3882 VECTRUS COMMERCE LTD. (address of registration: P. O. Box 3321, Road Town, Tortola, British Virgin Islands, reg. on February 28, 2006, reg. No. 1013059) at AB Ūkio Bankas, Maironio 25, Kaunas, and to transfer these monies into state ownership;
 - 10) to the amount of USD 3,860,000 of funds held in the account No. LT50 7010 0000 1360 3114 owned by MITA GROUP LTD. (address of registration: P. O. Box 961, Road Town, Tortola, British Virgin Islands, reg. on November 8, 2004, reg. No. 622386) at AB Ūkio Bankas, Maironio 25, Kaunas, and to transfer these monies into state ownership.

To transfer these monies from accounts owned by mentioned companies and located at AB Ūkio Bankas, a total of USD 11,798,423.22 (eleven million seven hundred and ninety-eight thousand four hundred and twenty-three U. S. Dollars and 22 U. S. Cents), EUR 765,101.68 (seven hundred and sixty-five thousand one hundred and one Euro and 68 Euro Cents) and CHF 25,160.25 (twenty five thousand one hundred and sixty Swiss Francs and 25 Rappens), into the deposit account No. LT54 7300 0101 1239 4245 owned by the State Tax Inspectorate under the Ministry of Finance and located at the bank Swedbank AB, Bank Code:

73000, Konstitucijos pr. 20A. Vilnius, recipient of funds: the State Tax Inspectorate under the MF of RL, Legal Entity Code: 188659752, and to appoint the Kaunas County STI as a custodian thereof.

3. to entrust the execution of the Resolution to the Kaunas Regional Board of the FCIS under the MI of RL, the Kaunas County State Tax Inspectorate;
4. to inform AB Ūkio Bankas, the authorised representatives of the companies Great Alliance Consultants Limited, Korofait Ventures Ltd., Logotreck Products Inc., Advanta Corporation, Annava Limited, Moduls Business Inc., Buron Capital Corp., Machinery Trade S.A., Vectrus Commerce Ltd., and Mita Group Ltd., about the decision;
5. the Resolution may be appealed within 14 days to the Chief Prosecutor of Kaunas Region.

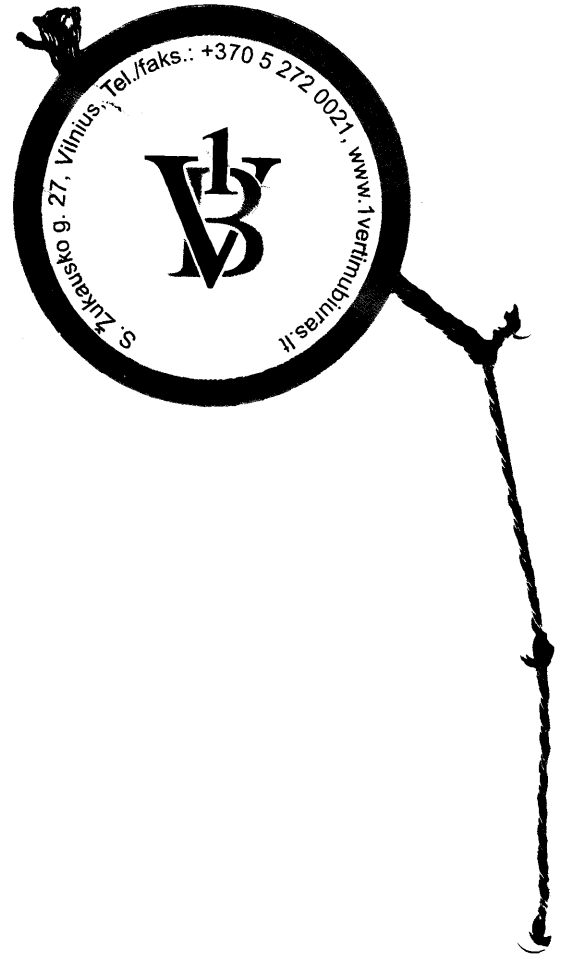
The Prosecutor of the 2nd Division

/signature/

Zenas Leonavičius

I, Nijolė Miknevičienė, the translator, confirm the translation is true. S. Žukausko st., 27, Vilnius

Handwritten signature



Handwritten number: 084

/ Seal: COPY /

Civil Case No. 3K-3-129/2013
Court Trial No. 2-05-3-06276-2010-4
Procedural Judgement Category: 128.14.3

/ The Coat of Arms of the Republic of Lithuania /

THE SUPREME COURT OF LITHUANIA

ORDER

ON BEHALF OF THE REPUBLIC OF LITHUANIA

January 18, 2013

Vilnius

The Panel of Judges of the Civil Division of the Supreme Court of Lithuania composed of Judges: Česlovas Jokūbauskas (the Reporter of the Panel of Judges), Janina Stripeikienė and Juozas Šerkšnas (the Chairman of the Panel of Judges),

examined the civil case in a court hearing under the written procedure on the basis of the Cassation Appeal lodged by **Korofalt Ventures Ltd., Mita Group Ltd., Advanta Corporation Machinery Trade S.A., and Great Alliance Consultants Limited** to review the Decision in a civil proceeding adopted by the Panel of Judges of the Civil Division of the Kaunas Regional Court dated July 5, 2012, on the basis of the Application by the Applicant the State Tax Inspectorate under the Ministry of Finance of the Republic of Lithuania submitted to the Stakeholders Kaunas Regional Prosecutor's Office, AB Ūkio Bankas, Korofalt Ventures Ltd., Mita Group Ltd., Advanta Corporation, Machinery Trade S.A., and Great Alliance Consultants Limited, to declare the property as ownerless.

The Panel of Judges
established as follows:

I. Background of the dispute

The Case was a dispute over the declaration of the funds that companies registered in the offshore zones have held in settlement accounts opened at one of the commercial banks in Lithuania, as ownerless.

In the Application submitted to the Court, the Applicant the State Tax Inspectorate under the Ministry of Finance of the Republic of Lithuania has indicated that the pre-trial investigation conducted by the Kaunas Regional Prosecutor's Office, which has been terminated, and the material collected during the pre-trial investigation, in which the protocols of witness interviews (conducted by carrying out the requests for international legal assistance), according to the Applicant, has confirmed that companies' (the Stakeholders') accounts opened at AB Ūkio Bankas are controlled by persons unidentified during the investigation, their owners are not identified, the funds have been received into the online accounts controlled by unidentified persons, and are therefore ownerless.

On this basis, the Applicant asked the Court to: declare the property as ownerless, and transfer to state ownership the property listed in the property registration acts No. 1, No. 2, and No. 3 dated February 2, 2009: 1) USD 3,860,000 held in the account No. LT50 7010 0000 1360 3114 at AB Ūkio Bankas, Maironio street 25, Kaunas, opened on behalf of Mita Group Ltd. (address of registration: P.O. Box 961, Road Town, Tortola, British Virgin Islands, reg. on November 8, 2004, reg. No. 622386); 2) USD 1,300,273.97 held in the account No. LT47 7010 0000 2060 3173 at AB Ūkio Bankas, Maironio street 25, Kaunas, opened on behalf of Advanta Corporation (address of registration: P.O. Box 556 Main Street, Charlestown, Nevis, reg. on January 3, 2001, reg. No. C19076); 3) USD 1,988,149.25 held in the account No. LT65 7010 0000 1060 3701 at AB

/Seal: GENUINE COPY/ /Signature of the Head of Office/

Bankas, Maironio street 25, Kaunas, opened on behalf of Machinery Trade S.A. (address of registration: Drake Chambers, Tortola, British Virgin Islands, reg. on February 25, 2005, reg. No. 643901); 4) USD 500,000 held in the account No. LT69 7010 0000 1960 3095 at AB Ūkio Bankas, Maironio street 25, Kaunas, opened on behalf of Great Alliance Consultants Limited (address of registration: 3/F, Jonsim Place, 28 Queen's Road East, Wanchai, Hong Kong, reg. on August 4, 2005 m., reg. No. 987556); 5) USD 3,650,000 held in the account No. LT41 7010 0000 1860 3335 at AB Ūkio Bankas, Maironio street 25, Kaunas, opened on behalf of Korofalt Ventures Ltd (address of registration: P.O. Box 3321, Road Town, Tortola, British Virgin Islands, reg. on August 17, 2005, reg No. 680999); 6) EUR 765,101.68 held in the account No. LT65 7010 0000 1060 3701 at AB Ūkio Bankas, Maironio street 25, Kaunas, opened on behalf of Machinery Trade S.A. (address of registration: Drake Chambers, Tortola, British Virgin Islands, reg. on February 25, 2005, reg. No. 643901); 7) CHF 25,160.25 held in the account No. LT65 7010 0000 1060 3701 at AB Ūkio Bankas, Maironio street 25, Kaunas, opened on behalf of Machinery Trade S.A. (address of registration: Drake Chambers, Tortola, British Virgin Islands, reg. on February 25, 2005, reg. No. 643901).

II. Background of Decisions of the Court of the First Instance and the Appellate Court

The Kaunas City District Court dismissed the Application by decision dated December 8, 2011.

The decision established on the basis of the collected evidence of the case that on September 6, 2006, the Kaunas Regional Prosecutor's Office launched an investigation on the grounds that the accounts opened at AB Ūkio Bankas and owned by limited liability companies, amongst them Korofalt Ventures Ltd., Mita Group Ltd., Advanta Corporation, Machinery Trade S.A., Great Alliance Consultants Limited, have been credited with large international payment orders from the commercial bank "Discount" located in Moscow, the license of which was abolished by the Central Bank of the Russian Federation on August 31, 2006 on the grounds of serious violations of the Law of Money Laundering and Terrorist Financing. The resolutions on the temporary restriction of ownership rights of the Kaunas Regional Prosecutor's Office dated September 6, 2006 and September 13, 2006, and the ruling of the Kaunas City District Court No. 06-1-01060-06 dated December 2, 2008 in a criminal proceeding, temporarily restricted, by prohibiting the disposal, the ownership rights to companies' funds held in bank accounts at AB Ūkio Bankas, which on February 2, 2009 were recorded by the Kaunas County State Tax Inspectorate in the property registration acts No. 1, No. 2, and No. 3 (Vol. 1, C. 1. 6-9, 13-22). The ownership rights to the funds were restricted on the grounds of suspicion that they have been acquired from the acts prohibited by the Criminal Code and were used business transactions in order to conceal the origin thereof. This procedural coercive measure have been used in order to ensure the confiscation of possibly illegally acquired funds.

An ownerless thing may be transferred only to state or municipal ownership by a court decision adopted on the basis of an application lodged by a financial, control, or municipal institution. The application shall be submitted a year from the date on which the thing was included in the register, unless the law stipulates otherwise (p. 3.2. of the Regulations of the Transmission, Registration, Storage, Disposal, Recovery and Recognition as a Waste of Property, Physical Evidence, Treasure Trove, and Finds either Ownerless, Confiscated, State-Inherited, or Transferred to the State Revenue (as amended on October 29, 2008) (hereinafter — the Regulations), as approved by the Government Resolution No. 634 dated May 26, 2004). Pursuant to the p. 3.1 of the Regulations, the confiscated property is registered in accordance with the court verdicts in criminal proceedings, the resolutions adopted by courts and other state institutions (officials) in the cases defined in the Lithuanian Code of Administrative Offences, and the resolutions (decisions) adopted by prosecutors or pre-trial investigation judges in the cases defined in the Lithuanian Criminal Procedure Code.

In the Court's assessment, different grounds and procedure for registering ownerless and confiscated property have been defined in the Regulations, therefore by imposing the peaceful temporary restriction of ownership rights to the funds during the pre-trial investigation, the funds could not have been registered as ownerless at the same time. The Court noted the circumstance that the institutions which restricted the

ship rights have recognised the ownership of the funds to the companies, for it was their ownership that have been restricted.

Pursuant to Part 1 of Art. 4.57 of CC, an thing that does not have an owner or whose owner is unknown shall be considered an ownerless thing. Having assessed the evidence of the case — instruments of incorporation of the companies, business certificates, statements of financial position of the companies, account statements, certificates of corporate status, extracts from the Register of Directors — the Court decided that the companies are operating, registered legal persons. The Applicant argued the statement that the funds have no owner, mainly with the testimony of witnesses interviews during the pre-trial investigation. However, in the Court's assessment, this evidence does not support the Applicant's position that the companies' managers were not aware of the companies' activities or that the companies were not engaged in any activities. On the basis of the contracts concluded by the companies, and the transactions conducted in the owned bank accounts, the Court decided that the persons interviewed have been engaged in business activities on behalf of the companies. The contract No. 39 June 27, 2006, concluded by Mita Group Ltd. and Ennerdale Investments Limited (Vol. 8, c. 1. 91-94, 97), contract No. 48 dated June 27, 2006, concluded by Advanta Corporation and Ennerdale Investments Limited (Vol. 7, c. 1. 70-74), contract No. 33 dated June 30, 2006, concluded by Korofalt Ventures Ltd. and Fontana Invest Inc. Limited (Vol. 6, c. 1. 104-109), contract No. 27 dated June 27, 2006, concluded by Machinery Trade S.A. and Fontana Invest Inc. Limited (Vol. 5, c. 1. 105-111, 115), were presented in the Case. It is obvious from the content thereof that the funds entered into the accounts on the basis of transactions. Data confirming that these transactions are invalid, in order to dispute the case under the procedure prescribed by law, have not been submitted.

Under the Resolution of Kaunas Regional Prosecutor's Office dated July 5, 2011, the pre-trial investigation in the Criminal Case No. 06-1-01060-06 was terminated upon failing to determine that the activity showed elements of a crime, as defined by the Art. 216 and part 1 of Art. 300 of the Criminal Code (Vol. 9, c. 1. 60-110). Data that the bad faith of the acquirers of the funds could have been determined or that their managers could have been declared illegitimate under the civil procedure, have not been established in the case. In this regard, the Court decided that there are no grounds to conclude that the funds requested to be declared ownerless have no owner, acquirer of good faith, or legitimate manager. As a result of the dispute, the funds cannot be declared ownerless.

Having examined the case on the basis of the Appeal lodged by the State Tax Inspectorate under the Ministry of Finance of the Republic of Lithuania under the appellate procedure and satisfied the Appeal, the Panel of Judges of the Civil Division of the Kaunas Regional Court by decision dated July 5, 2012 annulled the decision of the Kaunas City District Court dated December 8, 2011, and adopted a new decision — fully satisfied the Application and declared the property as ownerless, as well as transferred to state ownership the property listed in the property registration acts No. 1, No. 2, and No. 3 dated February 2, 2009: 1) USD 3,860,000 held in the account No. LT50 7010 0000 1360 3114 at AB Ūkio Bankas, Maironio street 25, Kaunas, opened on behalf of Mita Group Ltd. (address of registration: P.O. Box 961, Road Town, Tortola, British Virgin Islands, reg. on November 8, 2004, reg. No. 622386); 2) USD 1,300,273.97 held in the account No. LT47 7010 0000 2060 3173 at AB Ūkio Bankas, Maironio street 25, Kaunas, opened on behalf of Advanta Corporation (address of registration: P.O. Box 556 Main Street, Charlestown, Nevis, reg. on January 3, 2001, reg. No. C19076); 3) USD 1,988,149.25 held in the account No. LT65 7010 0000 1060 3701 at AB Ūkio Bankas, Maironio street 25, Kaunas, opened on behalf of Machinery Trade S.A. (address of registration: Drake Chambers, Tortola, British Virgin Islands, reg. on February 25, 2005, reg. No. 643901); 4) USD 500,000 held in the account No. LT69 7010 0000 1960 3095 at AB Ūkio Bankas, Maironio street 25, Kaunas, opened on behalf of Great Alliance Consultants Limited (address of registration: 3/F, Jonsim Place, 228 Queen's Road East, Wanchai, Hong Kong, reg. on August 4, 2005 m., reg. No. 987556); 5) USD 3,650,000 held in the account No. LT41 7010 0000 1860 3335 at AB Ūkio Bankas, Maironio street 25, Kaunas, opened on behalf of Korofalt Ventures Ltd (address of registration: P.O. Box 3321, Road Town, Tortola, British Virgin Islands, reg. on August 17, 2005, reg No. 680999); 6) EUR 765,101.68 held in the

No. LT65 7010 0000 1060 3701 at AB Ūkio Bankas, Maironio street 25, Kaunas, opened on behalf of Machinery Trade S.A. (address of registration: Drake Chambers, Tortola, British Virgin Islands, reg. on February 25, 2005, reg. No. 643901); 7) CHF 25,160.25 held in the account No. LT65 7010 0000 1060 3701 at AB Ūkio Bankas, Maironio street 25, Kaunas, opened on behalf of Machinery Trade S.A. (registered office address: Drake Chambers, Tortola, British Virgin Islands, reg. on February 25, 2005, reg. No. 643901).

The Appellate Court's Order found that the property that does not have an owner or whose owner is unknown (the ownerless property), by the court's decision, adopted on the basis of the application lodged by a financial, control, or municipal institution, shall be transferred to state or municipal ownership. The application shall be submitted a year from the date on which the thing was included in the register, unless the laws of the Republic of Lithuania do not stipulate other application filing deadlines. In the assessment of the Panel of Judges, the Kaunas County State Tax Inspectorate prior to applying to the Court for declaring the funds held in the AB Ūkio Bankas, as ownerless and transferring them to state ownership, has completed all the necessary procedures: included the funds, the owners of which have not been identified, into the register in accordance with procedure defined in the above indicated Resolution of the Government of the Republic of Lithuania, more than one year have passed after this action, and the owners thereof have not been identified.

The circumstance that the pre-trial investigation has been terminated means first and foremost that the person's actions provided no grounds to bring the person to criminal responsibility, however it does not eliminate the possibility for the Court to state legally relevant facts in order to settle the civil dispute. The practice of the Court of Cassation noted that the evidence collected during the pre-trial investigation in the examination of a civil case must be evaluated pursuant to the regulations of evaluation of evidence as defined by the CCP, as a constituent part of the evidence of the case, which allows the Court to state the facts to support the Parties' claims and rebuttals, as well as the presence or absence of other circumstances that have a bearing on the just solution of the case (the Order of the Panel of Judges of the Civil Division of the Supreme Court of Lithuania dated February 24, 2012, issued in the civil proceeding of *UAB Litagros prekyba v. G. Butausko įmonė*, Case No. 3K-3-55/2012). In its practice, the Supreme Court of Lithuania has noted that the consequences of criminal acts as determined by all types of judgements (conviction, acquittal, as well as the judgement by which a criminal proceeding is dismissed) have the prejudicial power (the Order of the Panel of Judges of the Civil Division of the Supreme Court of Lithuania dated October 5, 2009, issued in the civil proceeding of *J. Bartusevičiūtė-Wintsch et al. v. A. Pocevičienė*, Case No. 3K-3-378/2009).

In the present case the judgement in a criminal proceeding has not been passed. Under the Resolution of the Prosecutor of the Kaunas Regional Prosecutor's Office dated July 5, 2011 (Vol. 9, c. 1. 60-110), the pre-trial investigation in the Criminal Case No. 06-1-01060-06 was terminated upon failing to determine the criminal acts. Under the Resolutions of Kaunas Regional Court dated December 5, 2011, and December 23, 2011, orders which are final and not subject to appeal (Vol. 10, c. 1. 39-40, 41-45), the part of the Resolution of the Prosecutor of the Kaunas Regional Prosecutor's Office dated July 5, 2011 to transfer funds of the companies Great Alliance Consultants Limited, Korofalt Ventures Ltd., Mita Group Ltd, Machinery Trade, Advanta Corporation, held at AB Ūkio Bankas, to state ownership, remains in place. These Orders have found that the company Great Alliance Consultants Limited is only a formal owner of the funds transferred to its account; neither the natural persons, who initiated the money transfer to the companies' accounts and had the actual capability to further dispose of the funds in the account should the money transaction have not been terminated, nor business activities, which constituted the real basis for making payments, have not been objectively identified; the companies Korofalt Ventures Ltd., Mita Group Ltd, Machinery Trade S.A., Advanta Corporation have not been engaged in any business activity, the henchmen were officially registered as their directors and representatives, the monies have been transferred into the account without legitimate grounds, the owners have not been identified, there is no grounds to consider the companies (enterprises) mentioned as owners of those specific transferred monies; the persons, on whose behalf the banking or other transactional activities of the companies Korofalt Ventures Ltd., Mita Group Ltd, Machinery Trade S.A., Advanta Corporation and others have been registered, are in essence related to only formally; in reality, the

unidentified persons are related to the opening of bank accounts, their real management, and the formal conclusion of the contracts under which the monies were transferred.

The Court did not recognise the companies as operating, since the company's actual financial business activities are confirmed not by the appointment of managers or official registration of documents required for company establishment, opening of the bank account, but first and foremost the financial statements, which in this Case are not present. The Court noted that Irina Gauk, who has been officially registered as the director of the company Korofalt Ventures Ltd, has not been found and interviewed. Having evaluated the evidence of the Case, the Court found that there is a greater likelihood that the funds requested to be declared ownerless have no owner.

III. Legal arguments of the cassation appeals and the responses to thereof

The Stakeholder in the cassation appeal, Great Alliance Consultants Limited, requests to annul the decision of the Panel of Judges of the Civil Division of the Kaunas Regional Court dated July 5, 2012, and to retain in place the decision of Kaunas City District Court dated December 8, 2011. In the Cassation Appeal, the following grounds and the basic arguments supporting them have been set forth:

Pursuant to Art. 4.57 of CC, a thing that does not have an owner or whose owner is unknown shall be considered an ownerless thing. The Part 1 of Art. 1.97 of CC indicates that the objects of civil rights shall be things, money and securities, other property and property rights, results of intellectual activities, information, actions and results thereof, as well as any other material and non-material values. The law identifies things and funds as a distinct, separate objects of civil rights. The Appellant argues that the funds in the settlement bank account are considered not as a thing, but a specific object of civil rights, therefore it is disputable whether the funds in bank account in particular can be considered as an ownerless thing. Only immovable things or such movable things as animals, inanimate movable things, which have not been anybody's property or which have been renounced by the owner, or which have been lost or hidden (find), including a treasure trove, can be considered as ownerless (Art. 4.57 of CC), thus it must be concluded that unless the CC defines the possibility of declaring property other than a thing as ownerless, the funds held in the bank account cannot be declared in any way as an ownerless thing.

The Appellant believes that the funds held in a legitimately opened bank account (electronic money), which constitute lawful means of settlement in Lithuania, cannot objectively not have an owner. Whether the funds held in the bank account can be considered as ownerless property, the fact that the funds are deposited in a bank account opened by the initiative of specific and acting person, when a certain person makes a payment order, must be taken into account. The Case does not provide any data on contestation of legality of the opening of the settlement account, in which the disputed money is held, nor that such bank account had been opened illegitimately. In the proceeding, the representative of AB Ūkio Bankas has confirmed that the bank account of the Appellant has been opened legitimately, upon receipt of all required documents. The Appellant is legitimately established, operating company registered in the offshore zone, and having its own operational organs. Such a company in a legal sense does not differ from other companies and is involved in legal relations on an equal footing with other natural and legal persons.

Art. 4.93 of CC states that the Republic of Lithuania guarantees equal protection of rights of all owners. Nobody has the right to take property by force, with the exception of cases established by law. The appellate court having decided to satisfy the Application of the Applicant and to declare the funds held in the settlement bank accounts of the Stakeholders as ownerless, the rules of substantive law that protect the ownership rights have been violated, as in essence the ownership right of foreign entities to funds held in the accounts opened at the commercial bank in the Republic of Lithuania, have been denied.

Pursuant to Art 185 of CCP, the court must fully and impartially investigate the circumstances of a case. The Appellate Court, relying in the proceeding only on the circumstances determined during the pre-trial investigation, not comparing them to the facts established and evidence presented during the civil process, and

to express why it does not value and rejects a number of evidence presented by both the Appellant and Stakeholders during the proceeding, did not observe the rule of law of this process. The Court, relying on all of the factual data in the case, may state that a relevant circumstance is proven if the evidence provided by the Applicant allows to draw more probable conclusion, when it exists rather than not. The Appellate Court, basing the contested decision mainly on the circumstances determined by the Resolution dated July 5, 2011, to terminate the pre-trial investigation in the Criminal Case No. 06-1-01060-06, and the Resolutions of the Kaunas Regional Court dated December 5, 2011 and December 23, 2011, not following the other evidence presented during the civil proceeding, and failing to express why it does not value and rejects them, failed to comply with the regulations of investigation and evaluation of evidence set out in Art. 176-185 of CCP.

The circumstance that the pre-trial investigation has been terminated means first and foremost that the person's actions provided no grounds to bring the person to criminal responsibility, however it does not eliminate the possibility for the Court to state legally relevant facts in order to settle the civil dispute. The practice of the Court of Cassation noted that the evidence collected during the pre-trial investigation to gather in the examination of a civil case must be evaluated pursuant to the regulations of evaluation of evidence as defined by the CCP, as a constituent part of the evidence of the case, which allows the Court to state the facts to support the Parties' claims and rebuttals, as well as the presence or absence of other circumstances that have a bearing on the just solution of the case (the Order of the Panel of Judges of the Civil Division of the Supreme Court of Lithuania dated February 24, 2012, issued in the civil proceeding of *UAB Litagros prekyba v. G. Butausko įmonė*, Case No. 3K-3-55/2012). Pursuant to Item 3 of Paragraph 1 of Art 182 of CCP, there is no need to prove only *inter alia* the following circumstances: the consequences of person's criminal acts determined by the effective court judgement in a criminal procedure (preliminary facts). In this Case, the pre-trial investigation, the Appellate Court based its Decision on the material of which, has been terminated by the Resolution of the Prosecutor. In the contentious issue, the judgement of conviction has not been issued, and the factual circumstances determined during the pre-trial investigation have not been found by the effective court judgement, therefore circumstances determined during the pre-trial investigation are devoid of preliminary fact bearing on the present civil proceeding in regard of argued circumstances.

With the Application to contribute to the Cassation Appeal made by the Stakeholder Great Alliance Consultants Limited, the Stakeholders Korofalt Ventures Ltd., Mita Group Ltd., Advanta Corporation, Machinery Trade S.A. support the arguments and requirements of the Cassation Appeal, and request it to be satisfied.

With the Application to contribute to the Cassation Appeal made by the Stakeholder Great Alliance Consultants Limited, the Stakeholder AB Ūkio Bankas requests the Cassation Appeal to be satisfied.

The Applicant the State Tax Inspectorate under the Ministry of Finance of the Republic of Lithuania in the Response to the Cassation Appeal of the Stakeholder Great Alliance Consultants Limited, requests the Cassation Appeal to be dismissed and to retain in place the Decision of the Panel of Judges of the Civil Division of the Kaunas Regional Court Civil dated July 5, 2012. The Response provides the following essential arguments as to the disagreement with the Cassation Appeal:

Pursuant the provisions of Art. 1.99 and 1.100 of CC, money as well as things are objects of civil rights, therefore in assessing the ownerless property these categories cannot be separated. Money falls into the definition of the thing pursuant to Art 4.57 of CC, when any thing that does not have an owner or whose owner is unknown shall be considered an ownerless thing. The termination of the pre-trial investigation by the Resolution of the Prosecutor's Office dated July 5, 2011, settled the question of transferring to state the funds whose owners are unidentified. It should be noted that the owner of the monies disputed has not been identified so far. The Case contains only the information about the representative of the alleged owner of the funds, who acts on behalf of the person represented.

The objective of the averment set out in Part 1 of Art. 176 of CCP is the Court's conviction based on investigation and evaluation of the existing evidence that the certain circumstances relating to the subject matter of the dispute do or do not exist. The Court may state the presence or absence of a certain circumstance, where there is sufficient evidence in the case to draw a conclusion. The sufficiency of the evidence in the proceeding means that they are mutually compatible with each other, and totality of which allows to draw a conclusion based on the presence of the argued facts (the Order of the Panel of Judges of the Civil Division of the Supreme Court of Lithuania dated July 2, 2010, issued in the civil proceeding of *R. Žvirzdinienė v. M. Petrovas et al.*, Case No. 3K-3-316/2010). The Kaunas Regional Prosecutor's Office in the pre-trial investigation has conducted the search for the owners of the funds requested to be declared as ownerless property, and this as a written evidence was submitted in the Resolution of the Prosecutor's Office dated July 5, 2011. The search for the owners of the funds has not been conducted by the Kaunas County State Tax Inspectorate, and it was not obliged to do so, as the paragraphs 34¹ and 35 of the Regulations of the Transmission, Registration, Storage, Disposal, Recovery and Recognition as a Waste of Property, Physical Evidence, Treasure Trove, and Finds either Ownerless, Confiscated, State-Inherited, or Transferred to the State Revenue, as approved by the Government Resolution No. 634 dated May 26, 2004, indicate that the subjects who compiled the registration acts must only conduct the search for the building owners. The search for the owners of the funds is not provided.

With the Response to the Cassation Appeal made by the Stakeholder Great Alliance Consultants Limited, the Stakeholder the Kaunas Regional Prosecutor's Office requests the Cassation Appeal to be dismissed, and to retain in place the Decision of the Panel of Judges of the Civil Division of the Kaunas Regional Court Civil dated July 5, 2012. The Response provides the following essential arguments as to the disagreement with the Cassation Appeal:

During the pre-trial investigation the ownership rights of the thirteen off-shore companies to the funds held in accounts at AB Ūkio Bankas have been restricted. The data obtained by request for legal assistance in a criminal case show that Vasily Hontchev has been officially registered as a representative of Great Alliance Consultants Limited. The data obtained during the pre-trial investigation confirmed that Great Alliance Consultants Limited has not been engaged in any business activities, the funds have been transferred into the account without legitimate grounds, the owner has not been identified. The company has not been found under the indicated address of registration and the registered office address provided by AB Ūkio Bankas. The transactions have been carried in the account of Great Alliance Consultants Company Limited without this customer's withdrawing the bank account and banking services contract. The termination of the pre-trial investigation by the Resolution of the Prosecutor's Office dated July 5, 2011, settled the question of transferring to state the funds whose owners are unidentified. The Kaunas Regional Prosecutor's Office has informed the Kaunas County State Tax Inspectorate of the need to register the funds in the accounts opened on behalf of off-shore companies, and the Kaunas County State Tax Inspectorate in the property registration act No. 1 dated February 2, 2009, recorded the funds of the company Great Alliance Consultants Limited. The Resolution of the Prosecutor's Office dated July 5, 2011 to terminate the pre-trial investigation is effective and declared well founded by the Resolutions of Kaunas Regional Court dated December 5 and 25, 2011.

The Stakeholders Korofalt Ventures Ltd., Mita Group Ltd., Advanta Corporation, Machinery Trade S.A. interested in the Cassation Appeal request the Decision of the Panel of Judges of the Civil Division of the Kaunas Regional Court dated July 5, 2012 to be annulled, and to retain in place the Decision of the Kaunas City District Court dated December 8, 2011. In the Cassation Appeal, the following grounds and the basic arguments supporting them have been set forth:

In the Appellate Court's Decision, considering the funds in the bank accounts as a thing in the sense of Art. 4.1 of CC is contrary to the definition contained in the civil laws that objects of civil rights are things, money and securities, other property and property rights, results of intellectual activities, information, actions

results thereof, as well as any other material and non-material values (Art. 1.97 of CC). Money, as an object of civil rights, shall be bank-notes issued by the Bank of the Republic of Lithuania, coins and means in bank accounts, also bank-notes issued by other foreign states, Treasury notes, as well as coins and means in bank accounts, serving as lawful means of settlement (Art. 1.100 of CC). Both Art 4.1 of CC and Art. 91 of CPC define things as objects of the material world, which are tangible. Things are objects of the material world obtained from nature or manufactured (Art. 4.1 of CC). In this Case, the funds in the bank accounts equated to a thing, although the availability of funds in the form of electronic records is not a tangible object of the material world. Recognising that the funds in the accounts are not a thing, the funds in the accounts should not be subject to Art. 4.57 and 4.58 of CC on the ownerless thing.

Pursuant to Art. 4.57 of CC, in order for a thing to be declared ownerless, it is necessary to determine whether it really has no owner or its owner is unknown. The accounts have been opened at the AB Ūkio Bankas legitimately on behalf of the Stakeholders. It has not been proved and there is no evidence that the funds have been obtained illegally. The Appellate Court, in deciding that the funds held in the accounts of legal entities, have no owner, i.e. failing to comply with the condition for the declaration of a thing as ownerless — to determine whether or not any person claims to the property — has violated the rule of Part I of Art. 4.57 of CC. The practice such formulated questions the activity of the offshore companies in Lithuania, although the activities thereof are not prohibited.

If it has not been proven that the funds obtained in bad faith (the pre-trial investigation has been terminated upon failing to determine that the activity showed elements of a crime), the presumption of acquiring the funds in good faith shall be in effect. If the Applicant does not prove these circumstances, then it form the basis for the Court to dismiss the application as unfounded (Part I of Art. 263 of CCP). The circumstances determined during the pre-trial investigation pursuant to the regulations of evaluation of evidence must be considered as a constituent part of the other evidence of the case. However, the conclusions of the Appellate Court's Decision are drawn solely on the basis of the pre-trial investigation material. The circumstances found during the pre-trial investigation were not confirmed by the effective court judgment, and the pre-trial investigation has been terminated by the Prosecutor. In assessing the evidentiary significance of the pleading to terminate the pre-trial investigation in a civil proceeding, the Lithuanian Supreme Court found that even in the Resolution to terminate the pre-trial investigation provides only the analysis of the evidence investigated and collected and the facts determined during the pre-trial investigation, the assessment of which cannot have the status of the official written evidence that has greater probative value (the Order of the Panel of Judges of the Civil Division of Supreme Court of Lithuania dated March 29, 2011 issued in the civil proceeding of *N. Baranauskaitė v. AB Lietuvos Geležinkeliai*, Case No. 3K-3-146/2011). The Appellate Court based its decision solely on the data collected during the pre-trial investigation, failing to express, ignoring the documents submitted by the Appellant, and giving any reasons for their rejection.

With the Application to contribute to the Cassation Appeal made by the Stakeholders Korofalt Ventures Ltd., Mita Group Ltd., Advanta Corporation, Machinery Trade S.A., the Stakeholder Great Alliance Consultants Limited supports the arguments and requirements of the Cassation Appeal, and requests it to be satisfied.

With the Response to the Cassation Appeal made by the Stakeholders Korofalt Ventures Ltd., Mita Group Ltd., Advanta Corporation, Machinery Trade S.A., the Stakeholder the Kaunas County State Tax Inspectorate requests the Cassation Appeal to be dismissed, and to retain in place the Decision of the Panel of Judges of the Civil Division of the Kaunas Regional Court Civil dated July 5, 2012. The Response provides basically the same essential arguments, without changing their content and layout, as the above described Response made by the Applicant to the Cassation Appeal made by the Stakeholder Great Alliance Consultants Limited.

The Panel of Judges
is as follows:

IV. Arguments and explanations of the Court of Cassation

On the possibility to declare money taken as a type of an object of civil rights, as ownerless

The Cassation Appeal made by the Appellants indicates that the funds held in the bank accounts, shall not be considered things, therefore they should not be subject to Art. 4.57 and 4.58 of the Civil Code (hereinafter — CC) on the ownerless thing.

In response to this question the Panel of Judges of the Court of Cassation notes that the CC found that money is one of the types of objects of civil rights, and specifies that it shall be bank-notes issued by the Bank of the Republic of Lithuania, coins and means in accounts, also bank-notes issued by other foreign states, Treasury notes, as well as coins and means in accounts, serving as lawful means of settlement (Part 1 of Art. 1.97 and Art. 1.100 of CC). In addition to money, the law distinguishes and other types of the objects of civil rights: things, securities and other property and property rights, results of intellectual activities, information, actions and results thereof, as well as any other material and non-material values (Part 1 of Art. 1.97 of CC). It should be noted that the rules of CC (Chapter V of Part III of Book One of CC) lists the types of civil legal relations and provides definitions and features of specific objects, but not the general definition of the object of civil rights.

This answer to this question is provided by the legal doctrine that as an object of civil rights considers property, as well as moral rights and values protected by the Civil Law. Property as an object of civil rights is all proprietary values, to which the subjects of Civil Law — the persons — acquire rights and (or) for which thereto occur obligations. Property is classified into material and non-material. Material property consists of things that taken as objects of civil rights shall be divided into movables and immovables. The law considers movables as things that can be moved from one place to another without changing their purpose and considerable reduction of their value, unless otherwise provided for by laws (Part 4 of Art. 1.98 of CC). According to the legal doctrine, money (Art. 1.100 of CC) is an autonomous type of object civil rights falling within the concept of movable property, at simultaneously a type of financial asset. Money is divided into two main types: 1) cash is bank-notes and coins, 2) non-cash money is funds held in accounts opened at banks or other credit institutions (Art. 6.193 of CC), deposits (Art. 6.892 of CC), and electronic money (Part 1 of Art. 2, of the Law on Electronic Money and Electronic Money Institutions). Money, as compared them to other types of property, is considered to be the most liquid financial asset. Obviously, the cash may be a matter of such institutes of material law as a find (Art. 4.62 of CC) or a treasure trove (Art. 4.65 of CC).

Ownership rights to money taken as property occur on the common provisions regarding the acquisition of the ownership rights (e.g. by contract, inheritance, and so on — Art. 4.47 of CC). By defining the acquisition of ownership right by transfer (Art. 4.48 of CC) and determining the moment from which the acquirer of the thing by contract acquires ownership right (Art. 4.49 of CC) in the law, it was found that these rules apply not only to thing, as one of types of objects of civil rights, but also to other property. The specific acquisition of ownership right determined in the CC, when the ownership right is acquired to an ownerless thing (Art. 4.58 of CC). An ownerless thing can only be transferred to the ownership of two actors — the state or the municipalities. The ownership right to an ownerless thing can be transferred only by a court decision, thereof such a question can be resolved only by examination of the civil case, whose features are determined in Art. 534-537 of CCP. An application to declare a thing as ownerless can be submitted to the court only a year from the date on which the thing was included in the register, in accordance with the procedure of the Regulations of the Transmission, Registration, Storage, Disposal, Recovery and Recognition as a Waste of Property, Physical Evidence, Treasure Trove, and Finds either Ownerless, Confiscated, State-Inherited, or Transferred to the State Revenue, as approved by the Government Resolution No. 634 dated May 26, 2004.

Law stipulates that a thing that does not have an owner or whose owner is unknown shall be considered ownerless (Part I of Art. 4.57 of CC). Although in the text of the Art. 4.57-4.58 of CC 4:57 based on its grammatical meaning, only one type of objects of civil rights is indicated — a thing, however, through a systematic, linguistic and teleological methods of interpretation, and taking into account the fact that money is primarily a property — one of the types of financial assets, which by the legal doctrine are attributable to material movable property, and the acquisition of the ownership rights is just one of the provisions of the acquisition of the ownership rights as described by law (Part 12 of Art. 4.47 of CC), the Panel of Judges of the Court of Cassation explains that on the basis set out in the Civil Code, the ownership can be acquired not only to an ownerless thing, but also to any other property, including money, if it is established that it does not have the owner or whose owner is unknown.

On the proveness of the claim

The Cassation Appeal made by the Appellants indicates that the Appellate Court that examined the case based its decision solely on the circumstances determined by the pre-trial investigation, failing to compare them to the facts determined in the civil proceeding and the evidence provided, which has been rejected without reason and thus violated the rules of civil procedure regulating the averment.

The Panel of Judges of the Court of Cassation notes that the interpretation of the law and application thereof on the averment of the Supreme Court's of Lithuania is consistent, extensive, and developed. The matter of the averment is a legal facts, with which the law associates the presence or absence of the disputed relations. The facts that underlie the requirements and rebuttals of the parties, and other circumstances, which must be determined by applying the rules of the substantive law to regulate the disputed relations. The objective of the averment is the Court's conviction based on the investigation and evaluation of the evidence that certain circumstances relating to the subject matter of the dispute do or do not exist (Art. 176 of CCP) (the Order of the Panel of Judges of the Civil Division of the Supreme Court of Lithuania dated January 28, 2008 issued in the civil proceeding of *R. Petkevičius v. V. Bernotienė*, Case No. 3K-3-20/2011; the Order dated July 12, 2012 issued in the civil proceeding of *A. Petrauskas v. A. Abraitis*, Case No. 3K-3-375/2012). The Court of Cassation is, amongst other things, have indicated that the evaluation of the evidence in the case should be based on the provision that all the evidence has some form of probative value, and that no one can be rejected without substantiation or treated as more substantial. When evaluating factual data collected in the certain civil proceeding, the Court must follow the criteria of justice, reasonableness and fairness (Part 7 Art. 3 of CCP). The Court must evaluate not only the probative value of each piece of evidence, but the totality of the evidence, and only from the totality of the evidence draw conclusions about the presence or absence of certain facts that are the matter of averment in a particular case (for instance, the Order of the Panel of Judges of the Civil Division of the Supreme Court of Lithuania dated July 31, 2009 issued in the civil proceeding of *BUAB Vombatas v. A. Ševčenkovas*, Case No. 3K-3-335/2009; the Order dated July 12, 2012 issued in the civil proceeding of *A. Petrauskas v. A. Abraitis*, Case No. 3K-3-375/2012). The Supreme Court of Lithuania has noted that the question of the sufficiency of the evidence must be resolved in the light of the category of the case, the nature thereof, and other relevant circumstances (the Order of the Panel of Judges of the Civil Division of the Supreme Court of Lithuania dated March 17, 1999 issued in the civil proceeding of *UAB Muaro krautuvė v. Vilnius City State Tax Inspectorate*, Case No. 3K-3-31/1999; the Order dated October 4, 2004 issued in the civil proceeding of *V. Beinorienė, V. Žižiūnaitė v. AB Panevėžio duona*, Case No. 3K-3-513/2004). In any case, the reasonable certainty of the Court as to the presence or absence of the facts should be retained, therefore there must be sufficient evidence for the emergence of an inner certainty of the Court as to the presence or absence of the facts (the Order of the Panel of Judges of the Civil Division of the Supreme Court of Lithuania dated October 27, 2011 issued in the civil proceeding of *M. Marušauskienė v. J. Oželienė et al.*, Case No. 3K-3-416/2011; the Order dated September 25, 2012 issued in the civil proceeding *on the basis of the Application lodged by the Applicant the Prosecutor General of the Republic of Lithuania*, Case No. 3K-3-323/2012).

The determination of the factual circumstances of the particular cases is not a subject matter of the cassation, therefore the Court of Cassation inspects the appealed court decisions and (or) orders by the criterion of the application of law only, and is bound by the terms of the circumstances determined by the courts (Part 1 of Art. 353 of CCP). On the basis of one of the preliminary facts, which do not need to be argued again, the determination of consequences of person's criminal acts is declared by the effective court judgement in the criminal proceeding, which determines that there is no need to argue again the circumstances determined by the court judgement during the civil proceeding (Part 3 of Art. 182 of CCP). In the present Case, the judgement in the criminal proceeding has not been issued, the pre-trial investigation has been terminated by the Prosecutor upon failing to determine that the activity showed elements of a crime. This circumstance means that the evidence collected during the pre-trial investigation, if they form the basis of the examination of the case, must be evaluated by pursuant to the regulations of evaluation of evidence as defined by the CCP, as a constituent part of the evidence of the case, which allows the Court to reach the objective of the averment — the certainty of the Court based on the investigation and evaluation of the totality of the evidence that certain circumstances relating to the subject matter of the dispute do or do not exist (Part 1 of Art. 176 of CCP). Since, as discussed and explained herein, money can also be ownerless, and the state in accordance with the statutory procedure can acquire the ownership rights thereto, the circumstance that the funds in foreign currency held in the appropriate bank accounts at AB Ūkio Bankas are ownerless, has been argued in the civil proceeding. The Panel of Judges of the Court of Cassation draws attention to the fact that the Appellate Court, in its Decision, has evaluated as a written evidence the Resolution of the Kaunas Regional Prosecutor's Office dated July 5, 2011, by means of which the pre-trial investigation has been terminated having found that there has been no activity with elements of a crime, and the Orders of the Kaunas Regional Court dated December 5, 2011 and December 23, 2011, by means of which the requests of the Stakeholders have not been satisfied, and the Resolution of the Prosecutor to transfer funds of the Stakeholders, held at AB Ūkio Bankas on behalf thereof, to state ownership, remains in place.

In addition, the Court has evaluated its own conclusions and substantiated its decision with the data of other written evidence, such as: the explanations of company directors or representatives, instruments of incorporation or articles of association of the companies, statements of financial position of the companies, extracts from the Register of Directors and Officers, account statements, agency contracts, legal assistance contracts, and so on. On the basis of the totality of the evidence, the Decision of the Appellate Court found that the funds requested to be declared ownerless have no owner, and that is the grounds for these funds to be declared ownerless. All of this refutes the argument of the Cassation Appeal that the Appellate Court's Decision was simply echoing the contents of the procedural decision of the Prosecutor's Office — the Resolution dated July 5, 2011 — and failing to examine the evidence under the procedure determined by the CCP. The circumstance that the Panel of Judges of the Appellate Court have read and studied the evidence, is confirmed by the information recorded in the court minutes (Vol. 11, c. 1. 66).

Having found that certain funds in the bank accounts are ownerless, the arguments of the Cassation Appeal about the legitimacy of opening the accounts and the presumption of acquiring the funds in good faith are not relevant to the question examined in the proceeding and have no effect on legitimacy of the appealed decision of the Appellate Court.

In conclusion, the Panel of Judges of the Court of Cassation judges panel finds that by examining the case under the cassation procedure, the arguments of the Cassation Appeal provided in the case failed to prove what they claimed. No legal grounds to delete the Appellate Court's Decision have been determined, and it remains in place (Point 1 of Part 1 of Art. 359 of CCP).

On the litigation costs

The cost of LTL 33.45 related to submitting procedural documents of the case, must be awarded by each of the Stakeholder to the State of Lithuania (the Statement of the General Office of the Supreme Court of Lithuania dated January 18, 2013 on the matter of the cost of LTL 167.27 of submitting procedural documents) (Point 1 of Part 3 of Art. 88 and Part 5 of Art. 340 of CCP).

The Panel of Judges of the Supreme Court of Lithuania, pursuant to Point 1 of Part 1 of Art. 359 and Part 1 of Art. 362 of the Code of Civil Procedure,

holds the following:

that the Decision of the Panel of Judges of the Civil Division of the Kaunas Regional Court Civil dated July 5, 2012 shall remain in place;

that Korofalt Ventures Ltd., Mita Group Ltd., Advanta Corporation Machinery Trade S.A., and Great Alliance Consultants Limited, shall award LTL 33.45 (thirty three Lithuanian litas and 45 cents) each as a reimbursement of costs incurred by the state.

This Order of the Supreme Court of Lithuania is final, not subject to appeal, and shall become effective from the date of its adoption.

Judges

(The Seal of the Supreme Court of Lithuania)

*/signature/
/signature/
/signature/*

Česlovas Jokūbauskas
Janina Stripeikienė
Juozas Šerkšnas

Not GENUINE COPY	
01/21/2013	
The Head of Office	
(signature)	<i>/signature/</i>
Ilona Kumbikyte	

THE SUPREME COURT OF LITHUANIA

ORDER

5 December 2014

Vilnius

The Judicial Selection Panel of the Civil Case Chapter of the Supreme Court of Lithuania, consisting of judges: Algis Norkūnas, Gediminas Sagatis (announcer) and Janina Stripeikienė (chairwoman of the panel),

having familiarized itself with the appeal in cassation by **plaintiffs Annava Limited, Logotreck Products Inc., Vectrus Commerce Ltd., Modul Business Inc.**, received on 3 December 2014, for the review of the ruling made by the Chapter of Civil Cases Judicial Panel of the Court of Appeal of the Republic of Lithuania on 4 September 2014,

f o u n d:

That the plaintiffs issued an appeal in cassation for the ruling made by the Judicial Panel of the Chapter of Civil Cases of the Court of Appeal of the Republic of Lithuania on 4 September 2014, which left unchanged the 18 December 2013 ruling made by the Vilnius District Court, which upheld the action of the STI (State Tax Inspectorate) for the acknowledgement of the assets as ownerless. The appeal in cassation states that the courts applied the norms of the substantive law inappropriately, violated the norms of procedural law, and deviated from the formed practice of the application and interpretation of the cassation law. The appeal in cassation is brought on the basis of cassation, established in CCP Art. 346 part 2 points 1, 2.

The Judicial Selection Panel notes that the Court of Cassation checks the legality of the decisions (rulings) of the lower instance courts only in exceptional cases, where at least one of the cassation bases stated in part 2 of article 346 of the CCP (CCP Article 346 part 1) is present. It is not enough to only state the cassation basis in the appeal in cassation – the presence of the stated cassation basis must be validated by comprehensive legal arguments (CCP Article 347 part 1 point 3). Furthermore, the cassation bases stated in CCP Article 346 part 2 confirm that cassation is allowed not for general questions of law, but for exceptional questions of law, to make sure that only cases where the rulings on the raised problems of law are meaningful for the equal interpretation and implementation of law. Therefore, the appeal in cassation can only be accepted if at least one cassation basis stated in CCP Article 346 is present, and if comprehensive legal arguments are stated, which would confirm the presence of the stated cassation basis (CCP Article 347 part 1 point 3). When the appeal in cassation is submitted on the basis of CCP Article 346 part 2 point 1, the appeal in cassation must state a violated norm of substantive or procedural law, the legal arguments that would confirm the stated violation of the norm (norms), and argumentatively base the notion that the violation of law which is being appealed is so important, that it has an essential meaning for the equal interpretation and implementation of law, and that it (the violation of law) could have had an impact on an adoption of an unlawful judgment (ruling).

When the appeal in cassation is submitted on the basis of CCP Article 346 part 2 point 2, the appeal in cassation must state the specific practice of the interpretation and implementation of law of the Supreme Court of Lithuania formed in other cases, which have

analogical or essentially similar factual circumstances to the case in which the judgment (ruling) being appealed in the appeal in cassation was adopted, and to argumentatively substantiate how the court deviated from practice formed by the Supreme Court of Lithuania in the procedural judgment. This is done by analyzing the legal motives in the appealed court judgments, and comparing them with the practice of implementing and interpreting the law formed by the Supreme Court of Lithuania.

The appeal in cassation submitted by the plaintiffs states that the courts implemented CC Articles 2.48, 4.37, 4.38, 4.57 inappropriately, violated CCP Articles 176-185, 270, and deviated from the practice formed by the court of cassation, but according to the evaluation of the judicial selection panel, the problem of the interpretation and implementation of law which would have essential meaning to the equalization of the interpretation and implementation, and for the formation of a legal precedent, is not formulated in the appeal in cassation. The deviation from the practice of implementing and interpreting the law formed by the Supreme Court of Lithuania is also not substantiated by the arguments of the appeal in cassation. For these reasons a conclusion is made that no legal questions in the appeal of cassation meet the basis for the review of the case in a procedure of cassation stated in CCP Article 346 part 2, therefore the submitted appeal in cassation is not accepted, because it does not fulfill the requirements of CCP Article 346, CCP Article 347 part 1 point 3.

Because the appeal in cassation is not accepted, the stamp tax for the appeal in cassation is to be returned (CCP Article 350 part 4).

The Judicial Selection Panel, acting in accordance with the Code of Civil Procedure Article 350 part 2 points 3, 4 and part 4,

r u l e :

To refuse to accept the appeal in cassation.

To return the unaccepted appeal to the persons that submitted it.

To return Logotreck Products Inc. (reg. No. 1002090) 30 000 (thirty thousand) Lt stamp tax, paid on 27 November 2014 Norvikbanka.

This ruling is final and not subject to appeal.

Judges

Algis Norkūnas

Gediminas Sagatys

Janina Stripeikienė

[Stamp: The copy is true

08.12.2014

Court secretary

Eglė Berželionytė

Signature

Supreme Court of Lithuania]

OLEGS ROŠČINS,

Claimant-Investor

v.

THE GOVERNMENT OF THE REPUBLIC OF LITHUANIA

Respondent

**NOTICE OF DISPUTE PURSUANT TO ARTICLE 7
OF THE LATVIAN-LITHUANIAN
BILATERAL INVESTMENT TREATY**

Julian H. Lowenfeld, Esq., Counsel for Claimant

350 Central Park West,

Suite 13-C

New York, NY 10025

USA

+1 917-375-9996 (tel)

jlowenfeld@gmail.com (email) (preferred)

April 17, 2015

TABLE OF CONTENTS

I.	INTRODUCTORY STATEMENT	3
II.	CLAIMANTS	3
III.	RESPONDENT	4
IV.	STATEMENT OF CLAIM	5
V.	RESPONDENT EXPROPRIATED CLAIMANTS' TREATY INVESTMENTS	9
VI.	ICSID JURISDICTIONAL REQUIREMENTS HAVE BEEN MET	18
VII.	PROCEDURAL MATTERS	20
VIII.	RELIEF REQUESTED	21
IX.	CONCLUSION	22

I. INTRODUCTORY STATEMENT

1. Claimant-Investor Olegs Roščins, ("Claimant") a Latvian national, was and is Principal, sole Owner, and Beneficiary of five offshore trading companies (referred to hereinafter as "the Roščins Companies"): Korofalt Ventures, Ltd., ("Korofalt," incorporated in the BVI), Logotreck Products, Inc. ("Logotreck," incorporated in the BVI), Machinery Trade, S.A., ("Machinery," incorporated in the BVI), Mita Group, Ltd., ("Mita," incorporated in the BVI), and Advanta Corporation ("Advanta," incorporated in Nevis).

2. Claimant, through his companies, had funds in bank accounts in Lithuania which were investments as defined by the Latvian-Lithuanian Bilateral Investment Treaty, under the very broad definition given to investments under the terms of the Latvian-Lithuanian BIT.

3. Claimant further contends that these investments were expropriated without due process by the Government of Lithuania, and hereby places the government of the Republic of Lithuania on notice of his contention thereof, and of his intention to request arbitration pursuant to the terms of the Latvian-Lithuanian BIT, in the International Centre for Settlement of Investment Disputes, to whose jurisdiction the Government of Lithuania has expressly consented.

II. THE CLAIMANT

4. Claimant Mr. Olegs Roščins, resides at Annīņmuižas Blvd 41-141, Riga, LV-1067, Latvia. His telephone number is +(371) 29 556-633. His email is oleg.roshchin@mac.com.

5. The details of his companies are as follows:

(a) Korofalt's registered address is P.O. Box 3321, Drake Chambers, Road Town, Tortola, British Virgin Islands.

(b) Logotreck's registered address is P.O. Box 3321, Drake Chambers, Road Town, Tortola, British Virgin Islands.

(c) Machinery's registered address is P.O. Box 3321, Drake Chambers, Road Town, Tortola, British Virgin Islands.

d) Mita's registered address is P.O. Box 961, Simmonds Building, Wickhams Cay, Road Town Tortola, British Virgin Islands.

e) Advanta's registered address is P.O. Box 556, Main Street, Charlestown, Nevis.

6. Korofalt, Logotreck, Machinery, Mita, and Advanta ("The Roščins Companies") are all solely owned and solely by the Claimant-Investor Olegs Roščins. Thus, they can all be reached telephonically or by email through their sole owner, Mr. Olegs Roščins at his coordinates provided in paragraph 4 herein. For the purposes of these claims, however, they can be reached through Julian H. Lowenfeld, Esq., 350 Central Park West, Suite 13-C, New York, NY 10025 USA, Tel. +1(917) 375-9996, Fax. +1(917) 534-6090, email jlowenfeld@gmail.com. All communications with Claimant should therefore be made through counsel at his coordinates.

7. Olegs Roščins, Claimant-Investor, the sole owner of the Roščins Companies, has both individually and also on behalf of the Companies which he solely owns, duly authorized Claimants' counsel Mr. Julian H. Lowenfeld to represent him in his claim against the Republic of Lithuania.

8. Olegs Roščins, is a Latvian national, an international businessman-investor and an attorney at law. He was born in Riga, Latvia, on May 12, 1973 and is a citizen of the Republic of Latvia.

III. WHERE THIS NOTICE OF DISPUTE IS BEING SENT

9. Pursuant to Article 7 of the Latvian-Lithuanian Bilateral Investment treaty, notice of the Claimant-Investor's dispute is being sent to the Government of Contracting Party Republic of Lithuania. The address of the Government of Lithuania is:

Office of President Dalia Grybauskaitė, S. Daukanto a. 3, LT 01122 Vilnius, Lithuania. Tel. +370 706 64 154, fax + 370 706 64 165, email kancelarija@president.lt

IV. STATEMENT OF CLAIM

10. Olegs Roščins was and is the sole owner of the Roščins Companies. Since he is a Latvian national, he seeks the protection of the provisions of the Bilateral Investment Treaty between Latvia and Lithuania, which entered into force July 23, 1996, (hereinafter "the Latvian-Lithuanian BIT").

11. Article 7(1) of the Latvian-Lithuanian BIT calls for the Claimant-Investor from one Contracting Party state (in this case Latvia) to present notice of dispute to the government of the other Contracting Party State in detail, as is presently being done here.

12. Upon receipt of said notice, pursuant to Article 7(1) of the Latvian-Lithuanian BIT, "the parties shall, if possible, endeavor to settle their differences by means of a friendly agreement."

13. If the parties cannot settle their differences amicably within 6 months, Article 7(2) of the Latvian-Lithuanian BIT specifically provides for dispute resolution by ICSID arbitration.

14. The Claimant-Investor hereby requests that the Government of the Republic of Lithuania enter into negotiations with his counsel for resolution of his dispute by means of a friendly agreement.

15. The essence of the dispute is as follows: Mr. Roščins contends that he is an investor as broadly defined in the Latvian-Lithuanian Bilateral Investment Treaty.

16. Article 1 (2)(a) (1) of the Latvian-Lithuanian BIT defines investors as "in respect of Latvia, natural persons having the nationality of the Republic of Latvia, in accordance with its laws."

17. As a natural person with nationality of the Republic of Latvia under Latvian law, Claimant (1) Mr. Olegs Roščins clearly meets the Latvian-Lithuanian BIT's definition of an investor.

18. In pertinent part, Article 1(1) of the Latvian-Lithuanian BIT defines "investment" as broadly and inclusively as possible:

"The term investment shall mean every kind of asset invested by an investor of one Contracting Party in the territory of the other Contracting Party, and shall include, in particular, although not exclusively:

a) movable and immovable property, as well as any other property rights, such as mortgages, liens, and pledges, and similar rights.

b) shares, bonds, and other kinds of interest in companies.

c) claims to money which has been used to create an economic value or claims to any performance having any economic value.

19. The above definition of "investment" is explicitly broad as possible, as indicated by language such as "every kind of asset" and "not exclusively" and "any other property rights."

20. Notably, there is also no modifying article whatsoever in Article 1(1) (c) of the Latvian-Lithuanian BIT's definition of an investment as "claims to money" and "claims to any performance having any economic value."

21. Claimant-Investor also contends that a bank accounts are clearly property, property rights, and at a minimum, claims to money. He contends that the Government of Lithuania expropriated these investments by taking the funds from Claimants' bank accounts without due process of law.

22. In 2005-2006, at Claimant-Investor's direction, the Roščins Companies opened and maintained bank accounts in Ukio Bank, at that time the largest bank in the Republic of Lithuania, based in Kaunas, Lithuania.

23. Specifically, Korofalt opened Bank Account No. LT41 7010 0000 1860 3335 with Ukio Bank on December 29, 2005.

24. Specifically Logotreck opened Bank Account No. LT 68 7010 0000 2060 3959 with Ukio Bank on April 5, 2006.
25. Specifically, Machinery opened Bank Account No. LT65 7010 0000 1060 3701 with Ukio Bank on March 25, 2005.
26. Specifically Mita opened Bank Account No. LT50 7010 0000 1360 3114 with Ukio Bank on June 22, 2005.
27. Specifically Advanta, opened Bank Account No. 7010 0000 2060 3173 with Ukio Bank on April 10, 2006.
28. Copies of the agreements for the opening of the bank accounts between the Roščins Companies and Ukio Bank will be presented during negotiations.
25. All the aforementioned accounts were opened with Ukio Bank, following established verification procedures maintained conducted by Ukio Bank prior to accepting funds from offshore companies. Throughout, Ukio Bank followed its own Protocol Number 55 dated September 27, 2001 entitled "On the Procedure for Opening a Bank Account."
26. In particular, the bank checked the registration and ownership documents of the companies, as well as the powers-of-attorney given to the agents of the companies, as well as their documents that were presented to Ukio Bank's officers.
27. The actions of Ukio Bank's branch officers were then checked and approved by the head office of Ukio Bank in Kaunas, Lithuania (including the Anti-Money Laundering Unit of Ukio Bank) before final approval was given for the accounts' opening.

28. The Roščins Companies are offshore trading companies which at that time were involved in the purchase and resale of consumer goods for resale to other trading companies with eventual resale primarily intended for the countries of the Former Soviet Union.

29. Ukio Bank and Lithuania in general had advertised themselves as safe and convenient banking venues for Eastern European traders, with higher interest rates than in Western Europe or America, yet European-level legal security as to the monies entrusted to them.

30. Proof that the Roščins Companies are and were beneficially owned by Mr. Roščins, a Latvian national will be provided during negotiations.

31. Mr. Roscins contends that his companies' bank accounts are "assets" and "property rights" and "claims to money" covered and subject to the protection of Article 1(1) of the Latvian-Lithuanian Bilateral Investment Treaty, which was clearly intended to be interpreted as broadly as possible.

32. Pursuant to contracts for the purchase and later resale of consumer goods that were duly signed by the Roščins Companies, in August 2006, the respective Roščins Companies received a series of money transfers for executing trading contracts for large volumes of consumer goods.

33. On August 30, 2006, pursuant to Contract Number 33, dated June 30, 2006, with the trading company Fontana Invest, Ltd., the company Korofalt, received a wire transfer into its account in the sum of \$3,650,000.00 in order to purchase computers.

34. On August 30, 2006, pursuant to Contract Number 63 , dated July 4, 2006, with the trading company Fontana Invest, Ltd, the company Logotreck, received a wire transfer into its account in the sum of \$3,750,000.00 in order to purchase home appliances.

35. On August 30, 2006, pursuant to Contract Number 27, dated June 26, 2006, with the company Fontana Invest, Ltd., the company Machinery received a wire transfer into its account of \$3,278,583.15 in order to purchase consumer electronics.

36. On August 31, 2006, pursuant to Contract Number 39, dated June 27, 2006, with the company Ennerdale Investments, Ltd., the company Mita received a wire transfer into its account of \$3,860,000 for the purchase of foodstuffs.

37. On August 30, 2006, pursuant to Contract Number 48, dated June 27, 2006, with Ennerdale Investments, Ltd., the company Advanta received a wire transfer into its account of \$3,840,000 in order to purchase televisions and video appliances.

38. All these above-listed funds, totaling \$18,378,583.15 were expropriated from the Roščins Companies' bank accounts in Ukio Bank, Lithuania by the Government of Lithuania. This constituted a violation of Article 4 of the Latvian-Lithuanian BIT, in that it amounted to expropriation without compensation. Accordingly, Claimant seeks redress under Article 7 of the Latvian-Lithuanian Bilateral Investment Treaty.

V. RESPONDENT EXPROPRIATED CLAIMANT'S TREATY INVESTMENTS

39. On September 6 2006, debits or transfers of funds out of the Roščins Companies' bank accounts in Ukio Bank were forbidden by the Kaunas Regional Prosecutor's Office, an instrumentality of the Government of the Republic of Lithuania. Tellingly, deposits **into** the Roščins Companies' bank accounts were **never** forbidden.

40. The Lithuanian government's supposed reason for restraining the transfer out of Roščins Companies' funds in Ukio Bank was ostensibly a criminal investigation into an alleged suspicion of money laundering and forgery. Claimant contends that in fact, the so-called "investigation" was a sham designed to lend respectability to an expropriation of Claimants' moneys.

41 Throughout the so-called "investigation", neither the Roščins Companies as legal persons, nor any of their directors or employees, nor any parties they had had dealings with were ever detained or charged with any crime. Indeed, none of them were ever even interviewed or summoned to give evidence in the alleged "investigation" into the ownership of what were after all their own activities or assets -- something even a minimum respect for due process should have dictated.

42. Throughout the proceedings, the Roščins Companies were represented by local Lithuanian counsel who vigorously protested to Lithuanian authorities that there was no basis for any criminal investigation or restraint of the funds, all the while providing ample proofs of the bona fides of the companies under investigation. But Lithuanian authorities refused to even look at this evidence.

43. During the last three years of the alleged "investigation" there was no action by Lithuanian authorities whatsoever. The funds were simply kept in limbo, despite vigorous protests by Claimant's counsel that his rights were being violated. At no time were the Roščins Companies ever granted any opportunity to end the Kafkaesque proceedings, because technically no case had actually started. For six whole years, the companies were essentially placed in a legal "twilight zone" in which they were never actually defendants with guaranteed rights to due process of law.

44. The actual legal requirements for a bona fide criminal investigation, established by the Criminal Procedure Code of the Republic of Lithuania were blatantly ignored as to the Claimant.

45. The Lithuanian Code of Criminal Procedure sets time limits on criminal investigations.

Article 151 of the Lithuanian Code of Criminal Procedure in pertinent part says:

“Article 151. Temporary restrictions of property rights

...When the property right into monetary deposits is temporarily restricted, all procedures with them are terminated, in case there is no other indication in the resolution of the temporary nature of the restriction of property right.

...The prescribed temporary restriction of property right by prosecutor's resolution cannot continue longer than six months. This term by a judgment of a pretrial investigation judge, can be extended, but for not longer than twice, for three months.

46. Despite this clear six month limitation extendable only twice by three months each, the restraint on the Claimant's assets lasted not six months, but six years, way beyond any statutorily permissible period. Finally in July 2011, the Government of Lithuania "concluded" that there was no evidence whatsoever to justify any criminal case against the Claimants.

47. Article 3 of the Lithuanian Criminal Procedure Code provides that:

*Article 3. Circumstances due to which criminal proceeding is not possible.
A criminal proceeding cannot be started, and if started it must be terminated in case the alleged act having the traits of a crime or penal offence has not occurred.*

48. The Government of Lithuania acknowledged Article 3 when it decided to terminate the pre-trial investigation, to not charge any party with any crime, and to abolish any temporary restriction of ownership rights on (inter alia) the Claimants. But once there was no criminal case, pursuant to Article 3 of the Criminal Procedure Code, the Government of Lithuania simply had no legal basis under its own law to confiscate Claimants' funds.

49. Claimant's funds, having been held all this time in the companies' accounts, should simply have been left in these accounts untouched, pursuant to Article 94 of Lithuania's Criminal Procedure Code, which states:

Article 94. Measures as to Tangible Objects Relevant for Investigation of a Criminal Act and Trial in the Event of Termination of Proceedings and Rendering a Judgment.

1. When making a judgment, or terminating the proceedings, the issue of tangible objects relevant for the investigation of a criminal act and the trial should be solved in the following way:

1) instruments, means and results of a criminal act, corresponding to the signs indicated in the article 72 of the Criminal Code of the Republic of Lithuania shall be confiscated;

2) tangible objects which are prohibited from circulation shall be transferred to national institutions or destroyed;

3) documents having characteristics indicated in Article 91 of this Code shall be preserved as the material of investigation of a criminal act or shall be transferred to the interested enterprises, agencies, organizations or natural persons at their request; the data storage devices containing data acquired further to the rules set in the article 160 of this Code when conducting secret surveillance shall be returned to the pre-trial investigation institutions, which filled in the covering documents, without their request;

4) tangible objects having no value which cannot be utilised shall be destroyed, or when the interested enterprises, agencies, organisations or natural persons so request may be given over to them.

5) other objects shall be returned to the rightful owners, in case the latter are not established, then shall become a national property.

50. In this case, the application of Article 94 (5) of the Lithuanian Criminal Procedure Code should have been elementary. The funds which had had been restricted were already in the companies' bank accounts in Ukio Bank. There was no criminal case, no civil forfeiture case, and the funds therefore should have been released. There were simply no valid legal reason to remove the funds from the valid bank accounts of companies against whom there were no charges of any kind.

51. It was cynical and absurd, when the funds were already right there in the bank accounts, and had been for six years, to argue lack of knowledge where the funds needed to be "returned." The funds needed no "returning" at all. In the absence of any proof of criminal activity, all restrictions on the funds should have simply been lifted.

52. Simply put, unless proved otherwise in a valid legal proceeding by proper and sufficient evidence, the rightful legal owners of the funds in the companies' bank accounts were the Claimant's companies and should have remained so, especially since there were no grounds for any criminal charges.

53. But the Government of Lithuania decided to simply confiscate the funds, as if they were "ownerless," as if they were in effect derelict property, like flotsam and jetsam that drifted onto a beach, when these funds were in fact payments on contracts to bona fide businesses validly doing business and keeping investments in the Republic of Lithuania

54. To to justify removing the funds from the Claimant's bank accounts on the grounds that they were "ownerless" the Kaunas Regional Prosecutor's Office of the Government of Lithuania issued a lengthy (58 page) "Resolution," which actually acknowledged the "absence of the elements of the offence" of any criminal activity and terminated the criminal proceeding.

55. Nonetheless, even while conceding that Claimants were legitimate businesses innocent of any crimes, with legitimate contracts, pursuant to which the funds had legitimately arrived, the Resolution ruled that the funds which had been restricted should be handed over to the Lithuanian State Tax Inspectorate. This was all entirely on the basis of undisclosed allegations lacking any documentary proof whatsoever, except self-serving hearsay upon hearsay, which would never be admissible in any normal judicial proceeding. But none of the allegations were ever factually proven. Not one of the alleged "witnesses" whose "evidence" was used to support this ruling ever appeared or was ever presented to give testimony under oath or to be subjected to deposition and cross-examination.

56. Indeed, there was never even proof presented that any of the alleged witnesses had ever even said what they had allegedly said. The so-called "evidence" that formed the basis for the Government of Lithuania's "Resolution" was nothing but hearsay based on hearsay based on hearsay that could neither be checked nor cross-examined in any meaningful way. It was a tale of a fishing expedition, consistent of nothing but stories allegedly told to the Prosecutor by generally absent and generally anonymous Lithuanian investigators, detailing yet other alleged stories supposedly told to these Lithuanian investigators by alleged third parties (allegedly, Russian prosecutors, although to Claimant's knowledge, no valid intergovernmental request for legal cooperation between Lithuania and Russia in this matter was ever even filed). Most of these alleged Russian prosecutorial third parties in turn were supposedly told things by absent and anonymous alleged fourth parties, Russian investigators. The hearsay chain did not end there. These alleged absent and anonymous Russian investigators, in turn allegedly reported alleged statements by alleged fifth parties, absent and sometimes anonymous witnesses in Russia. At no time during this ridiculous chain of hearsay were any of the alleged witnesses ever presented for testimony or deposition or cross-examination.

57. No documents were ever presented by the Government of Lithuania in support of any of this mass of hearsay "evidence." No proof was ever provided to counteract the finding of a trial court that the transactions pursuant to which the Claimant's companies had received the funds were legitimate.

58. In any fair proceeding, quintuple hearsay consisting of alleged "evidence" of what a Lithuanian prosecutor allegedly heard from a Lithuanian investigator about what that party was allegedly told by a Russian prosecutor about what a Russian Interior Ministry official allegedly was told by an alleged Russian individual would not have been proof sufficient to deny Claimant of his property.

59. Indeed, in the Lithuanian Government's initial application to seize the Claimant's funds in a civil forfeiture proceeding, the hearsay nature of the Lithuanian Government's evidence was duly noted and discounted. On December 11, 2011, the Kaunas District Court, which as the trial court, was supposed to be the finder of fact, ruled that the Lithuanian Government's "statement that the funds are ownerless is based **only** [emphasis added] on the witness interviews during the pre-trial investigation [Note--these were never provided to Claimant]. Having evaluated the contents of the interview protocols submitted by [the Government of Lithuania] the Court decides that this evidence does not support the Government's position."

60. Although this trial court ruling for Claimant was positive, there was still much that was Kafkaesque about the proceedings. Claimant never knew what "evidence" the Court was supposedly looking at. No witnesses had shown up, no documents had been presented, and Claimant was never allowed to look at any of the alleged hearsay "evidence".

61. Even so, the trial court's summary of this "evidence" was that the Claimant's companies were still validly operating, that the validity of the transactions had not been disproven, and that "there are no grounds to conclude that the funds requested [by the Government] to be declared ownerless have no owner."

62. The trial court therefore concluded that "based on a thorough and objective review" of the evidence and circumstances and in the case, there was no case for civil forfeiture and thus the trial court denied the Lithuanian Government's civil forfeiture application.

63. Claimant contends that the Lithuanian government knew all along that all of its alleged "evidence" against Claimants was nothing but worthless hearsay, which is why the Lithuanian Government never prosecuted Claimant (or, indeed, anyone at all in this matter) in any criminal proceeding.

64. In a criminal proceeding, Lithuania, as a party to the European Convention on Human Rights, would have had to comply with Article 6(3) thereof, which provides:

3. Everyone charged with a criminal offence has the following minimum rights:

- (a) to be informed promptly, in a language which he understands and in detail, of the nature and cause of the accusation against him;*
- (b) to have adequate time and the facilities for the preparation of his defence;*
- (c) to defend himself in person or through legal assistance of his own choosing or, if he has not sufficient means to pay for legal assistance, to be given it free when the interests of justice so require;*
- (d) to examine or have examined witnesses against him and to obtain the attendance and examination of witnesses on his behalf under the same conditions as witnesses against him;*

65. The absence of any evidence that any crime was committed only raises the minimal standards that should apply for depriving any person of their property without due process or compensation.

66. It was, is, and should be the Government of Lithuania's burden by clear and convincing admissible evidence and not just confidential hearsay to prove any valid justification whatsoever for confiscation of the funds in the Roščins Companies' accounts.

67. Claimants should have been (and wasn't) afforded an opportunity to examine any alleged documents against him or his companies and to cross-examine any alleged witnesses.

67. The Lithuanian Government appealed the denial of the trial court in Kaunas to approve the expropriation of Claimants' funds from Claimants' bank accounts on grounds the bank accounts were "ownerless." On appeal, even though appellate judges are not even supposed to engage in "fact-finding," the quadruple or quintuple hearsay allegations contained in the Kaunas Regional Prosecutor General's office were suddenly accepted by judicial fiat, somehow as proven "facts", still without Claimant being afforded the slightest opportunity to even examine the alleged "proof" or conduct cross-examination of the alleged witnesses. Claimant will prove the proceedings in the appellate proceedings were entirely Kafkesque and expropriatory during the ICSID arbitration if this matter cannot be resolved by friendly agreement.

68. On July 5, 2012, the Appellate Court of the Kaunas Region of Lithuania reversed the trial court's decision, and ruled that the funds which had been restrained should be confiscated by the Lithuanian state as "ownerless." The Appellate Court's decision hinged entirely on the utterly worthless multiple hearsay upon hearsay, which Claimants had never been given a chance to rebut.

69. The appellate court ignored the Government of Lithuania's egregious violations of due process, and paid no attention to the trial court's point that all the Government's evidence was mere hearsay.

70. On August 2, 2012, following the Appellate Court ruling, the State Tax Authority of the Government of Lithuania removed the funds frozen in the Roščins Companies' accounts.

71. Proof of the confiscation of the funds will be provided during negotiations.

72. There has never been any dispute about ownership of the bank accounts, which had never been closed, and indeed remain open to this day.

VI. ICSID JURISDICTIONAL REQUIREMENTS HAVE BEEN MET

73. Article 25(1) of the ICSID Convention sets forth the requirements that must be met in order for ICSID to retain jurisdiction over a dispute submitted to it. Those requirements are that:

(a) the dispute must be between a Contracting State or any constituent subdivision or agency of a Contracting State and a national of another Contracting State.

(b) the dispute must be "legal."

(c) the dispute must be one "arising directly out of any investment"

(d) The parties to the dispute must consent in writing to ICSID's jurisdiction.

(e) The dispute does not fall within the class or classes of disputes which the the Contracting State that is a party to the dispute would not consider submitting to ICSID jurisdiction.

(f) The absence of any prerequisite regarding the exhaustion of local administrative or judicial remedies.

74 This dispute satisfies the Article 25(1) prerequisites for jurisdiction because:

A. Nationality

75. Claimant (1), Olegs Roščins is a natural person who is a citizen of Latvia. He is the sole owner of Claimants (2) through (6), the Roščins Companies. Both Latvia and Lithuania are parties to the Convention.

76. The date of the entry of force of the ICSID Convention as to Lithuania is August 5, 1992.

77. The date of the entry of force of the ICSID Convention as to Latvia is September 7, 1997.

B. Legal Dispute

78. This dispute relates to the Government of Lithuania's violation of the Latvian-Lithuanian Bilateral Investment Treaty of 1996 (Ex. C-003), Lithuanian Criminal Procedure Law, the European Convention on Human Rights, and customary international law. The acts of the Government of Lithuania described above and to be proven further in the course of this proceeding violate, inter alia, Lithuania's treaty obligations of fair and equitable treatment (Article 3 of the Latvian-Lithuanian BIT) as well as its treaty guarantees against expropriation without compensation (Article 4 of the Latvian-Lithuanian BIT). Said breaches of Claimants' legal rights entitle Claimants to seek legal remedies for their redress.

C. Investment

79. Although the term "investment is not defined in Article 25 of the ICSID Convention, it is defined for the purposes of this dispute in the Bilateral Investment Treaties between the Republic of Lithuania and the Republic of Latvia, pursuant to whose definition the funds seized in this case by the Republic of Lithuania can and must be properly regarded as the Claimants' investments.

80. The most fair and reasonable reading of Article 1(1)'s language is that it protects bank accounts in companies owned by an investor of one Contracting State in the territory of another.

81. After all, a bank account is indisputably an asset, tangible property, and a claim to money, being an obligation owed to the account owner by the bank which accepts the deposit.¹

82. The Government of Lithuania expropriated the Claimants' funds from their bank accounts, despite lacking any admissible evidence whatsoever that Claimants are not the owners of their own funds, in their own bank accounts, which still remain open.

¹ Furthermore, Article 11(2) of The Republic of Lithuania's Law on Treaties states that if the provisions of a ratified treaty of the Republic of Lithuania conflict with those of Lithuania's own national laws, the provisions of the treaty prevail.

83. The Government of Lithuania thereby breached Article 4 of the Latvian-Lithuanian BIT.

D. Consent

84. Pursuant to Article 7 of that Latvian-Lithuanian BIT, Claimant hereby places the Republic of Lithuania on notice of its dispute with the Republic of Lithuania, and requests that the Government of Lithuania negotiate with his representative in good faith to attempt to amicably resolve his claim. If the claim is not resolved within six months, Claimant will have the right to seek redress of the dispute with the Republic of Lithuania as to his expropriated investments by ICSID arbitration, and Lithuania has legally consented to such jurisdiction.

85. Latvia and Lithuania are both contracting Parties to the ICSID Convention.

E. No exclusions

86. The Present dispute is not subject to any exclusions to ICSID jurisdiction.

F. Local Remedies Exhausted; No Requirement Thereof Anyway

87. The Latvian-Lithuanian Bilateral Investment Treaty does not require exhaustion of local remedies, but they have in any event been completely exhausted in the present dispute.

VII. REQUEST FOR RELIEF

88. Claimant is open to resolution of his claim by a compromise settlement. However, if no compromise is reached, Claimant will request an award of the following relief:

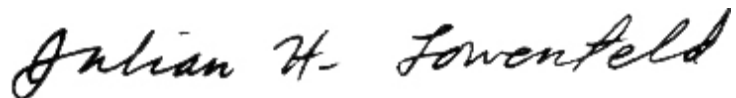
- a) A declaration that the Government of Lithuania has violated the Latvia-Lithuania Bilateral Investment Treaty and Lithuanian law by expropriating his investments.
- b) An award of damages returning the expropriated investments in full, including at a minimum, the \$18,378,583.15 expropriated by the Government of the Republic of Lithuania.
- c) Consequential damages for involuntary breach of contract caused by the illegal acts of the Government of Lithuania, in an amount to be determined by the tribunal.

- d) all costs of this arbitration proceeding, including attorneys' fees.
- e) Pre-award interest calculated from September 6, 2006
- f) post award interest; and
- g) Such other and further relief as the Tribunal may deem appropriate.

VIII. CONCLUSION

89. For the reasons set forth herein, Claimant-Investor Olegs Roščins, a citizen and national of the Republic of Latvia, represented by the undersigned counsel, hereby notifies the Republic of Lithuania, represented by the Government of Lithuania of its dispute and requests that the Government of Lithuania enter into good faith negotiations pursuant to Article 7 of the Latvian-Lithuanian Bilateral Investment Treaty with Claimant-Investor's undersigned counsel

Respectfully submitted,



Julian H. Lowenfeld, Esq.
350 Central Park West, Suite 13-C
New York, NY 10025 USA
Tel. 1(917) 375-9996
Fax. 1(917)-534-6090
jlowenfeld@gmail.com
Counsel for Claimant-Investor
Olegs Roščins

To: Her Excellency Dalia Grybauskaitė
President of the Republic of Lithuania
S Daukanto a. 3 LT 01122
Vilnius Lithuania
email: kancelarija@president.lt

H.E. Ambassador Žygmintas Pavilionis,
Lithuanian Embassy to the USA
2622 16th Street, N.W.

Washington D.C. 20009 USA
amb.us@urm.lt



Rolandas



iMessage 2 November 2016, 14:06
2 нояб. 2016 г., 14:06

Remind me please you name and family name

Sir, my name is Oleg Roshchin

2 November 2016, 18:21
2 нояб. 2016 г., 18:21

Dear Mr Roshchin, I made the research within the firm and found that we represent your oponents in the case. Such circumstances make our meeting not possible. With regrets. Rolandas Valiunas

I would like to talk exactly about this case. The law allows to discuss any alternatives. I think all is in according with legislation and principes. Only one problem: I have tired to discuss cases with wrong people.

Then I need to get permission from the client if you wish so

Be so kind and do this for me. It can be usefull for all of us

I will advise you correspondingly

I will wait for. Thanks in advance

3 November 2016, 15:16
3 нояб. 2016 г., 15:16

Hallo, dear Rolandas. Oleg Roshchin is here. I would like to know: have You recieved answer from your customer regarding our meeting in Vilnius tomorrow?

Not yet

So, I'm not going to Vilnius tomorrow? Or you think it's possible to start duscuss regarding establishing of direct ways between professionals?

Not yet

So, I'm not going to Vilnius tomorrow? Or you think it's possible to start duscuss regarding establishing of direct ways between professionals?

Let's wait

Ok. Will wait your reply

15 November 2016, 10:55
15 нояб. 2016 г., 10:55

Уважаемый Роландас,
Мой адвокат Джулиан и ваш коллега Роберт как всегда ни до чего не договорились. Я как раз не планировал делать какие-то глупости из нашего разговора. Нам стоило бы поговорить по-взрослому, уже двигаться дальше с этим багажом информации. Ньюансов как всегда много. Что-то наверняка осталось за кадром и для Вас. Вас я расценивал как информированного и разумного субъекта для разговора. Я удивлён случившимся. Ведь всё меняется, даже в США происходят невероятные события. У нас тоже есть такая тенденция. Хочу подытожить так: Вы через Роберта отказались от встречи. Я это принимаю. Но если вдруг Вам покажется, что нам есть резон встретиться, то дайте мне пожалуйста знать об этом.

Доставлено

16 November 2016, 12:46
16 нояб. 2016 г., 12:46

Dear Mr Roshchin, being a lawyer yourself you appreciate I have to follow the instruction of client and there is no space to maneuvre when the State is involved in such sensative matter. I will let you know immediately if/when the circumstances will change. Rolandas Valiunas





Prof. S. Tomas

ADVOKAT

20/07/2018, Sèr
Official letter
FINAL OFFER

BY EMAIL TO
Robert G. Volterra
robert.volterra@volterrafiatta.com
Vilija Vaitkutė Pavan
vilija.vaitkute.parvan@valiunasellex.lt
Arūnas Kazlauskas
arunas.kazlauskas@tm.lt
Dalia Baležentė
dalia.balezente@tm.lt

Dear Sirs,

I have the honor to inform you that from 11/07/2018 I represent Mr. Oļegs Roščins, Korofalt Ventures Ltd., Logotreck Products Inc., Machinery Trade S.A., Mita Group Ltd., and Advanta Corporation (hereafter – Roscins Companies) in the case *Roscins et al. v Lithuania* before the International Center for Settlement of Investment Disputes (power of attorney is enclosed).

Unfortunately, our informal negotiations were fruitless.

The final offer of my Clients is to pay them all the sum plus 6 % of annual interest for all 12 years within the next 10 days following calculation in the table:

Date and the debt of Lithuania under the annual interest of 6 %	Debt to Korofalt Ventures Ltd	Debt to Logotreck Products Inc	Debt to Machinery Trade S.A	Debt to Mita Group Ltd	Debt to Advanta Corporation
06/09/2006	\$ 3 650 000.00	\$ 3 700 245.53	\$ 1 988 149.25 € 765 101.68 CHF 25 160.25	\$ 3 860 000.00	\$ 1 300 273.97
06/09/2007	\$ 3 896 000.00	\$ 3 922 260.26	\$ 2 107 438.21 € 811 007.78 CHF 26 669.87	\$ 4 091 600.00	\$ 1 378 290.41
06/09/2008	\$ 4 129 760.00	\$ 4 157 595.88	\$ 2 233 884.50 € 859 668.25 CHF 28 270.06	\$ 4 337 096.00	\$ 1 460 987.83
06/09/2009	\$ 4 377 545.60	\$ 4 407 051.63	\$ 2 367 917.57 € 911 248.34 CHF 29 966.26	\$ 4 597 321.76	\$ 1 548 647.10
06/09/2010	\$ 4 640 198.34	\$ 4 671 474.73	\$ 2 509 992.62 € 965 923.24 CHF 31 764.24	\$ 4 873 161.07	\$ 1 641 565.93

Advocate Prof. Mult. Phc. Dr. jur. Stanislovas TOMAS, PhD (Sorbonne), LL.M, MPhil, MRes, LLB, BA, Russian foreign advocate no. 116

tel.: +44 7781 168 585
whatsapp.: +370 608 77507

post: Maison de Prof.S.Tomas
Sèr. Îles d'la Manche

web: www.legalstrategy.eu
blog: www.eurolitigation.eu

e-mail: stanislovas.tomas@gmail.com
skype: legalstrateqv

06/09/2011	\$ 4 918 610.24	\$ 4 951 763.21	\$ 2 660 592.18 € 1 023 878.64 CHF 33 670.09	\$ 5 165 550.73	\$ 1 740 059.88
06/09/2012	\$ 5 213 726.85	\$ 5 248 869.00	\$ 2 820 227.71 € 1 085 311.36 CHF 35 690.03	\$ 5 475 483.77	\$ 1 844 463.48
06/09/2013	\$ 5 526 550.05	\$ 5 563 801.14	\$ 2 989 441.37 € 1 150 430.04 CHF 37 831.71	\$ 5 804 012.80	\$ 1 955 131.29
06/09/2014	\$ 5 858 143.49	\$ 5 897 629.21	\$ 3 168 807.85 € 1 219 455.84 CHF 40 101.62	\$ 6 152 253.57	\$ 2 072 439.16
06/09/2015	\$ 6 209 632.10	\$ 6 251 486.97	\$ 3 358 936.33 € 1 292 623.19 CHF 42 507.71	\$ 6 521 388.78	\$ 2 196 785.51
06/09/2016	\$ 6 582 210.03	\$ 6 626 576.18	\$ 3 560 472.50 € 1 370 180.58 CHF 45 058.18	\$ 6 912 672.11	\$ 2 328 592.64
06/09/2017	\$ 6 977 142.63	\$ 7 024 170.76	\$ 3 774 100.86 € 1 452 391.42 CHF 47 761.67	\$ 7 327 432.44	\$ 2 468 308.20
20/07/2018	\$ 7 228 319.76	\$ 7 277 040.90	\$ 3 909 968.49 € 1 504 677.51 CHF 49 481.09	\$ 7 591 220.00	\$ 2 557 167.30

Thus, the Government of Lithuania shall

either pay the total of \$ 28 563 716.45, € 1 504 677.51, and CHF 49 481.09 to LV82HABA0551008084946, bank account of Mr. Oļegs Roščins, personal code 120573-10500,

or make 5 (five) payments:

- \$ 7 228 319.76 shall be paid to the Korofalt Ventures Ltd. bank account no. LT297189900000603578,
- \$ 7 277 040.90 shall be paid to the Logotreck Products Inc. bank account no. LT277189900000603614,
- \$ 3 909 968.49, € 1 504 677.51, and CHF 49 481.09 shall be paid to the Machinery Trade S.A. bank account no. LT947189900000603378,
- \$ 7 591 220.00 shall be paid to the Mita Group Ltd. bank account no. LT507189900000603394,
- \$ 2 557 167.30 shall be paid to the Advanta Corporation bank account no. LT977189900000603615,

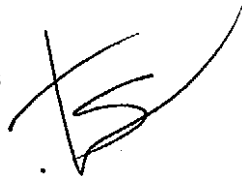
Upon the payment of the mentioned amounts within the next 10 days, Mr. Roščins and Roscins Companies will withdraw other claims.

Otherwise, on the 11th day, i.e., on July 31, 2018, I will inform the ICSID that the informal investigation was fruitless and that we will continue the formal dispute before the ICSID Arbitral Tribunal.

This is the final offer, and my Clients will not return to informal settlement upon absence of acceptance.

Please use my email stanislovas.tomas@gmail.com for all communications.

Warm regards
Professor Stanislovas TOMAS



POWER OF ATTORNEY

To the International Centre for Settlement of Investment Disputes

I, Oļegs ROŠČINS,

born on 12/05/1973,

citizen of Latvia,

resident at Ģertrudes iela 62-44, Riga, LV-1011 Latvia,

representing (1) myself,

(2) KOROFALT VENTURES LTD., P.O. Box 3321, Drake Chambers, Road Town, Tortola, British Virgin Islands, in the quality of a director,

(3) LOGOTRECK PRODUCTS, INC., P.O. Box 3321, Drake Chambers, Road Town, Tortola, British Virgin Islands, in the quality of a director,

(4) MACHINERY TRADE, S.A., P.O. Box 3321, Drake Chambers, Road Town, Tortola, British Virgin Islands, in the quality of a director,

(5) MITA GROUP LTD., P.O. Box 961, Simmonds Building, Wickhams Cay, Road Town Tortola, British Virgin Islands, in the quality of a director,

(6) ADVANTA CORPORATION, P.O. Box 556, Main Street, Charlestown, Nevis, in the quality of a director,

hereby authorise and give power to Prof. mult. Dr. Stanislovas TOMAS, avocat no. S8-16 au Barreau de Sercq, advocate no. 116 at the Russian Foreign Advocates Registry (Moscow), resident in the Fief of Sark, Channel Islands,

using email address stanislovas.tomas@gmail.com for all communication,

to represent me and the named companied in the case *Roščins et al. v. Lithuania* before the International Centre for Settlement of Investment Disputes, and its Arbitral Tribunal, as well as in any further proceedings.



Oļegs Roščins
11 July 2018

POWER OF ATTORNEY

To the International Centre for Settlement of Investment Disputes

I, Oļegs ROŠČINS,

born on 12/05/1973,

citizen of Latvia,

resident at Ģertrudes iela 62-44, Rīga, LV-1011 Latvia,

representing (1) myself,

(2) KOROFALT VENTURES LTD., P.O. Box 3321, Drake Chambers, Road Town, Tortola, British Virgin Islands, in the quality of a director,

(3) LOGOTRECK PRODUCTS, INC., P.O. Box 3321, Drake Chambers, Road Town, Tortola, British Virgin Islands, in the quality of a director,

(4) MACHINERY TRADE, S.A., P.O. Box 3321, Drake Chambers, Road Town, Tortola, British Virgin Islands, in the quality of a director,

(5) MITA GROUP LTD., P.O. Box 961, Simmonds Building, Wickhams Cay, Road Town Tortola, British Virgin Islands, in the quality of a director,

(6) ADVANTA CORPORATION, P.O. Box 556, Main Street, Charlestown, Nevis, in the quality of a director,

hereby authorise and give power to Prof. mult. Dr. Stanislovas TOMAS, avocat no. S8-16 au Barreau de Sercq, advocate no. 116 at the Russian Foreign Advocates Registry (Moscow), resident in the Fief of Sark, Channel Islands,

using email address stanislovas.tomas@gmail.com for all communication,

to represent me and the named companied in the case *Roščins et al. v. Lithuania* before the International Centre for Settlement of Investment Disputes, and its Arbitral Tribunal, as well as in any further proceedings.



Oļegs Roščins
11 July 2018



Stanislovas Tomas <stanislovas.tomas@gmail.com>

Request for Arbitration of Oļegs Roščins (R20180065)

Aissatou Diop <adiop3@worldbank.org>
To: Stanislovas TOMAS <stanislovas.tomas@gmail.com>

Thu, Aug 30, 2018 at 4:25 AM

Dear Sir,

On behalf of the Secretary-General of the International Centre for Settlement of Investment Disputes ("ICSID"), I confirm our receipt on August 28, 2018 of an electronic copy of the Request for Arbitration together with exhibits 1 through 16, submitted by Oļegs Roščins against the Republic of Lithuania (the "Request").

In accordance with ICSID Institution Rule 5(2), ICSID requires payment of the prescribed lodging fee before transmitting the Request to the Republic of Lithuania. As indicated in your cover email, the lodging fee of \$25,000 was paid when an initial request was filed on behalf of Oļegs Roščins on February 25, 2015. However, please note that this amount was subsequently refunded by ICSID on April 17, 2015, upon the withdrawal of the initial request.

Please also note that ICSID requires the Request to include the names and contact details of all parties, including mailing addresses, telephone numbers and email addresses if available. We would be grateful if you could provide these to ICSID as soon as possible.

Should the Request be registered and a First Session held, the Requesting Party will have an opportunity to indicate its preference for electronic filing. However, for the present purposes, ICSID requires four hard copies of the Request and annexes or four USB keys containing an electronic copy of the Request and annexes, plus an additional copy of the Request and annexes for each opposing party identified in the Request.

Please note that all hard copies and / or USB keys should be sent to the following address:

Secretary-General of ICSID

[1818 H Street, N.W.](#)

MSN J2-200

Washington, D.C. 20433

U.S.A.

If you have any questions about this message, please do not hesitate to contact me at +1 202-458-9833 or adiop3@worldbank.org.

Regards,

Aissatou Diop

Legal Counsel

[1818 H Street, NW](#) | MSN J2-200 | Washington, DC 20433 USAT 202-458-9833 | F 202-522-2615/2027 | adiop3@worldbank.org



September 27, 2018

By email

Mr. Oļegs Roščins
c/o Professor Stanislovas Tomas
1, Rue Ténao, app. 31B
Monaco 98000
Principality of Monaco

Re: Request for Arbitration of Oļegs Roščins
(R20180065)

Dear Sir,

On behalf of the Secretary-General of the International Centre for Settlement of Investment Disputes (“ICSID”), I confirm our receipt of an electronic copy of the Request for Arbitration of Oļegs Roščins against the Republic of Lithuania, together with Exhibits 1 through 16 (the “Request”), which was submitted on August 28, 2018. I also confirm our receipt of five devices containing an electronic copy of the Request on September 11, 2018.

I further acknowledge Oļegs Roščins’ payment of the prescribed lodging fee by wire transfer received in two parts on September 10 and September 27, 2018.

In accordance with ICSID Institution Rule 5(2), we will transmit an electronic copy of the Request to the Republic of Lithuania at the email address specified by email of August 30, 2018.

Yours sincerely,



Aïssatou Diop
Legal Counsel

cc (by email):
Republic of Lithuania
c/o Ministry of Justice
30 Gedimino Avenue
Vilnius LT-01104
Republic of Lithuania

H.E. Ambassador Rolandas Kriščiūnas
Embassy of the Republic of Lithuania
2622 16th Street, N.W.
Washington, D.C. 20009
United States of America

September 27, 2018

By email

Republic of Lithuania
c/o Ministry of Justice
30 Gedimino Avenue
Vilnius LT-01104
Republic of Lithuania

Re: Request for Arbitration of Oļegs Roščins
(R20180065)

Dear Mesdames and Sirs,

On August 28, 2018, the International Centre for Settlement of Investment Disputes (“ICSID”) received by email the Request for Arbitration of Oļegs Roščins against the Republic of Lithuania, including Exhibits 1 through 16 (the “Request”). ICSID has also received the prescribed fee for lodging the Request.

Please find attached an electronic copy of the Request.

Please find also attached a copy of the ICSID Convention, Regulations and Rules (available [here](#)).

Yours sincerely,



Aïssatou Diop
Legal Counsel

Attachments

cc (by email, with attachments):

Mr. Oļegs Roščins
c/o Professor Stanislovas Tomas
1, Rue Ténao, app. 31B
Monaco 98000
Principality of Monaco

H.E. Ambassador Rolandas Kriščiūnas
Embassy of the Republic of Lithuania
2622 16th Street, N.W.
Washington, D.C. 20009
United States of America

October 11, 2018

By email

Mr. Oļegs Roščins
c/o Professor Stanislovas Tomas
1, Rue Ténao, app. 31B
Monaco 98000
Principality of Monaco

Re: Request for Arbitration of Oļegs Roščins
(R20180065)

Dear Sir,

We refer to the Request for Arbitration of Oļegs Roščins, which ICSID received in full on September 27, 2018 (the “Request”).

As we finalize our review the Request, we have the following questions for clarification:

- 1) We note that you indicate that Article 1 of the BIT defines “investment” broadly as “every kind of asset” and that the phrase “in particular, though no exclusively” means that the examples of investment provided are non-exhaustive. However, we also note that Article 1 requires that assets be “invested by an investor of one Contracting Party....” Please clarify how the bank deposits referred to for the purposes of “every kind of asset” have been “invested.”
- 2) In accordance with Rule 2(1)(d)(ii) of the ICSID Rules of Procedure for the Institution of Conciliation and Arbitration Proceedings, please confirm that Mr. Roščins did not have the nationality of the Contracting State party to the dispute either on the date of consent or on the date of the request.

We ask that you provide us with the requested clarifications by October 15, 2018.

Yours sincerely,



Aïssatou Diop
Legal Counsel

cc (by email):
Republic of Lithuania
c/o Ministry of Justice
30 Gedimino Avenue
Vilnius LT-01104
Republic of Lithuania

H.E. Ambassador Rolandas Kriščiūnas
Embassy of the Republic of Lithuania
2622 16th Street, N.W.
Washington, D.C. 20009
United States of America



Prof. S. Tomas

A D V O K A T

16/10/2018, Nassau

By email to adiop3@worldbank.org

Legal counsel Aïssatou DIOP
International Centre for Settlement of Investment Disputes
1818 H Street, NW, Washington DC 20433, USA

Response to your questions of 11/10/2018 in case *Roščins v Lithuania*, R20180065

Dear Madam Diop,

I have the honor to respond to your questions on behalf of Mr. Oļegs Roščins.

1. Requirement that assets be invested by an investor of one Contracting Party.

- 1 It is notable that the Salini test is not applicable anymore for the purposes of qualifying as “investment” as it is explained in § 192 of the award in case *Gavrilović et al. v. Croatia*, no. ARB/12/39.
- 2 The Cambridge Dictionary (<https://dictionary.cambridge.org/dictionary/english/invest>) defines the verb “to invest” as “to put money, effort, time, etc. into something to make a profit or get an advantage.”
- 3 Mr. Roščins put money into the Ukio Bank, a bank incorporated under Lithuanian law, and operating in Lithuania. The Ukio Bank was paying annual interest from 7 to 10 % on deposits at the respective time. So the invested money was for profit.
- 4 The word “to invest” is not limited to profits, but also includes other advantages according to the Cambridge Dictionary, and the Lithuanian jurisdiction provided those advantages: being in the European Union, client-friendly policy of the Bank, individual advice, online banking, and other promotions of the Bank. Mr. Roščins planned to build business in Lithuania, but his assets have been nationalized.
- 5 It shall be noted that a bank deposit is not indeed “money”, but a “claim to money”. In other words, it is a debt obligation of a bank to clients. The Bank itself considers deposits as “investment” or as “debt”. Whatever term is chosen it perfectly complies with the requirements of the international investment law for the purposes of the current arbitration.
- 6 All the money came to the Ukio Bank from abroad. This is not money generated in Lithuania, and the Respondent have no chances to prove contrary. In any event, it is worth to remind § 135 of the award in *A11Y v Czech Republic*, no. UNCT/15/1, § 77 of the award in *Tokios Tokelés v Ukraine*, no. ARB /02/18, § 201 of the award in case *Masdar v Spain*, no. ARB/14/1, where the origin-of-capital requirement was dismissed by the Tribunal for the purposes of qualification as investment.
- 7 In § 143 of *A11Y v Czech Republic*, and in § 430 of *Yukos v Russia*, PCA case no. AA227, the Tribunal has explained that simple ownership of shares qualifies as investment. By analogy, a simple ownership of a claim to money from a Lithuanian bank (bank deposit) does qualify as investment.

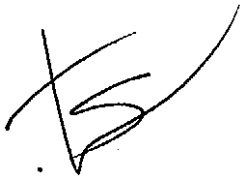
8 There is a very strong tendency in the recent case law of the Tribunal to simplify the entry tests, and make access to arbitration easier, and one of the best examples is § 192 of the award in case *Gavrilović et al. v. Croatia*, no. ARB/12/39.

2. Nationality of Mr. Oļegs Roščins.

9 No, Mr. Oļegs Roščins never had Lithuanian nationality during his life, and does not possess it currently.

10 I remain at your immediate disposal for any further clarifications.

Warm regards
Prof. Dr. Stanislovas Tomas

A handwritten signature in black ink, consisting of a stylized 'S' and 'T' with a vertical line through them, and a long horizontal stroke extending to the right.

October 16, 2018

By courier (advance copy by email)

Mr. Oļegs Roščins
c/o Professor Stanislovas Tomas
1, Rue Ténao, app. 31B
Monaco 98000
Principality of Monaco

Republic of Lithuania
c/o Ministry of Justice
30 Gedimino Avenue
Vilnius LT-01104
Republic of Lithuania

Re: Oļegs Roščins v. Republic of Lithuania
(ICSID Case No. ARB/18/37)

Dear Sirs,

On September 27, 2018, Oļegs Roščins filed with the International Centre for Settlement of Investment Disputes (“ICSID”) a Request for Arbitration against the Republic of Lithuania, (the “Request”). The Request, was registered today and has been assigned ICSID Case Number ARB/18/37. Please find enclosed:

- (i) the Notice of Registration required by Rules 6 and 7 of the ICSID Institution Rules;
- (ii) further copies of the booklet “ICSID Convention, Regulations and Rules” (April 2006);
- (iii) the current list of the members of the ICSID Panels of Conciliators and of Arbitrators (Doc. ICSID/10, September 20, 2018);
- (iv) ICSID’s current Schedule of Fees;
- (v) the current Memorandum on the Fees and Expenses of ICSID Arbitrators; and
- (vi) a note explaining the provisions of the ICSID Convention and ICSID Arbitration Rules regarding the constitution of the Tribunal.

In accordance with Rule 7 of the ICSID Institution Rules, the Notice of Registration invites the parties to communicate to ICSID any provisions agreed by them regarding the number of arbitrators and the method of their appointment, and to proceed as soon as possible to constitute an arbitral tribunal. I note that the Request contains a proposal in this respect at paragraphs 83 and 84. Please note that ICSID may not take any action regarding a proposed appointment before the number of arbitrators and the method of their appointment has been determined.

As stated in the enclosed Notice, the registration of this Request is without prejudice to the powers and functions of the Tribunal with regard to jurisdiction, competence and the merits, as provided by Articles 41 and 42 of the ICSID Convention.

Yours sincerely,



Gonzalo Flores
Acting Secretary-General

Enclosures

cc (by courier with enclosures; advance copy of cover letter by email):

H.E. Ambassador Rolandas Kriščiūnas
Embassy of the Republic of Lithuania
2622 16th Street, N.W.
Washington, D.C. 20009
United States of America

October 16, 2018

Mr. Oļegs Roščins
c/o Professor Stanislovas Tomas
1, Rue Ténao, app. 31B
Monaco 98000
Principality of Monaco

Republic of Lithuania
c/o Ministry of Justice
30 Gedimino Avenue
Vilnius LT-01104
Republic of Lithuania

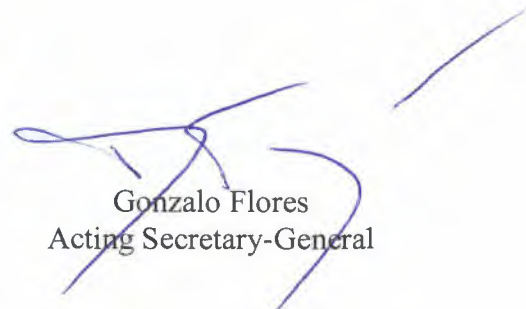
Notice of Registration
(ICSID Case No. ARB/18/37)

On October 16, 2018, pursuant to Article 36 of the ICSID Convention and Rules 6 and 7 of the ICSID Institution Rules, I registered the Request for Arbitration submitted on September 27, 2018, by Oļegs Roščins against the Republic of Lithuania.

Pursuant to Rule 7(b) of the ICSID Institution Rules, all communications and notices relating to this proceeding will be sent to the above addresses unless otherwise indicated by the parties.

Pursuant to Rule 7(c) of the ICSID Institution Rules, I invite the parties to inform ICSID of any agreed provisions as to the number of arbitrators and the method of their appointment. I further invite the parties to constitute the Tribunal as soon as possible in accordance with Articles 37 to 40 of the ICSID Convention. Pursuant to Rule 7(f) of the ICSID Institution Rules, I enclose a list of the members of ICSID Panels of Conciliators and of Arbitrators.

Finally, pursuant to Rule 7(e) of the ICSID Institution Rules, I remind the parties that the registration of the Request for Arbitration is without prejudice to the powers and functions of the Tribunal with regard to jurisdiction, competence and the merits.



Gonzalo Flores
Acting Secretary-General



Prof. S. Tomas

ADVOKAT

BY EMAIL:

Lithuanian Minister of Justice
Elvinas Jankevičius,
elvinas.jankevicius@tm.lt
Chancellor Arūnas Kazlauskas
arunas.kazlauskas@tm.lt
Dalia Baležentė
dalia.balezente@tm.lt
rastine@tm.lt

Subject: Number of arbitrators and the method of their appointment in the case no. ARB/18/37
24/10/2018, Paradise Island

Dear Minister,

In your letter no. (1.11)7R-5182 dated 06/08/2018, you have stated that you do not recognize the jurisdiction of the Arbitral Tribunal of the ICSID, and that you would not execute any Award, because it would be “having no legal effect”. In this context, we expect from you not to participate in the appointment of the Arbitral Tribunal in any manner at all.

Your representative Audrius Kutrevičius has also made a declaration to the BNS and Alfa.lt that Lithuania would not respect the Arbitral Tribunal. Your representative made defamatory and insulting statements about the Claimant and his counsel while interacting with the press, and this shall not be tolerated.

Any participation of Lithuania in the constitution of the Arbitral Tribunal would be contrary to your internal law as explained in *Slovakia v Achmea*, C-284/16, and would be prohibited by the Lithuanian administrative courts as you have explained in your letter no. (1.11)7R-5182.

You are obliged by your internal law to ignore the case no. ARB/18/37, not to reply to any inquiries by me, or by the ICSID.

If you renounce to your letter no. (1.11)7R-5182 dated 06/08/2018, and severely punish Mr. Audrius Kutrevičius and Mrs. Dalia Baležentė responsible for drafting that letter, defamation and public insults in respect of the Claimant, dismiss them from their job and prohibit them to return to public service for the next 10 years, then you may participate in the appointment of the Tribunal.

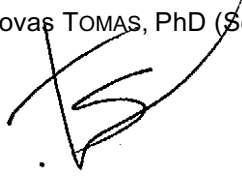
In case of setting aside the letter no. (1.11)7R-5182 and severely punishing Mrs Dalia Baležentė, I have the honor to propose constitution of the Arbitral Tribunal consisting of 3 (three) arbitrators where two arbitrators are appointed by the parties, and the president of the Arbitral Tribunal is appointed by the Chairman of the Administrative Council. Otherwise, two arbitrators shall be appointed by the Chairman.

None of the arbitrators may have Lithuanian nationality. All arbitrators must produce an affidavit confirming that nor they, neither their family have any business interests in Lithuania, and they are not of Lithuanian descent. The arbitrator proposed by the Respondent must speak French, Spanish and English at C2 level.

The Investor appoints Mrs Isabelle Coutant Peyre, Avocat à la Cour d'Appel de Paris, as an arbitrator.

Warm regards

Advokat Prof. Mult. Phc. Dr. Stanislovas TOMAS, PhD (Sorbonne), ESQ, LLM, MPHIL, MRES, LLB, BA

A handwritten signature in black ink, appearing to be 'S. Tomas', written over the printed name.



November 5, 2018

Mr. Oļegs Roščins
c/o Professor Stanislovas Tomas
1, Rue Ténao, app. 31B
Monaco 98000
Principality of Monaco

Republic of Lithuania
c/o Ministry of Justice
30 Gedimino Avenue
Vilnius LT-01104
Republic of Lithuania

Re: Oļegs Roscins v. Republic of Lithuania
(ICSID Case No. ARB/18/37)

Dear Sirs,

This will acknowledge our receipt, pursuant to ICSID Arbitration Rule 2(2), of a letter from the Respondent dated November 5, 2018, addressed to counsel for the Claimant regarding the method of constitution of the Tribunal in the above-referenced case.

It is our understanding that the Respondent agrees to the number of arbitrators and the method and timeline for the appointment of an arbitrator to be appointed by the Claimant, as set out in paragraphs 83 and 84(1) of the “Amended Request for Arbitration,” dated August 28, 2018.

We have further noted the proposals in the Respondent’s letter of today regarding:

- i. the timeline for the appointment of an arbitrator to be appointed by the Respondent;
- ii. the Respondent’s proposal for the method of appointment of the President of the Tribunal; and
- iii. the proposed timeline for any requests made by the Parties pursuant to Article 38 of the ICSID Convention and ICSID Arbitration Rule 4(1).

We look forward to hearing from the Claimant with respect to the Respondent’s proposals.

Yours sincerely,

Frauke Nitschke
Legal Counsel/ Team Leader

cc (by email)

H.E. Ambassador Rolandas Kriščiūnas
Embassy of the Republic of Lithuania
2622 16th Street, N.W.
Washington, D.C. 20009
United States of America



November 15, 2018

By email

Mr. Oļegs Roščins
c/o Professor Stanislovas Tomas
1, Rue Ténao, app. 31B
Monaco 98000
Principality of Monaco

Republic of Lithuania
c/o Ministry of Justice
30 Gedimino Avenue
Vilnius 01104
Republic of Lithuania

Re: Oļegs Roščins v. Republic of Lithuania
(ICSID Case No. ARB/18/37)

Dear Sirs,

This will acknowledge our receipt yesterday, pursuant to ICSID Arbitration Rule 2(2), of an email from counsel for the Claimant attaching a letter dated October 24, 2018 from counsel for the Claimant addressed to the Respondent regarding the method of constitution of the Tribunal which had not been previously received at the Secretariat.

From the Claimant's November 14, 2018 email and the October 24, 2018 letter, it appears that the parties have not agreed on the number of arbitrators and the method of their appointment. As mentioned in the note regarding the constitution of the Tribunal which accompanied the Notice of Registration (reattached for ease of reference), if no agreement is reached regarding the number of arbitrators and the method of their appointment within 60 days of registration of the request for arbitration, i.e. by Monday, December 17, 2018, either party may inform the Secretary-General pursuant to Arbitration Rule 2(3) that it selects the formula provided for in Convention Article 37(2)(b).

Absent a determination of the number of arbitrators and the method of the Tribunal's constitution, the Centre is unable to take action on the proposed appointment of Ms. Isabelle Coutant Peyre at this time.

Yours sincerely,

Frauke Nitschke
Legal Counsel/ Team Leader

Attachment

cc (with attachment):

H.E. Ambassador Rolandas Kriščiūnas
Embassy of the Republic of Lithuania
2622 16th Street, N.W.
Washington, D.C. 20009
United States of America



November 15, 2018

By email

Mr. Oļegs Roščins
c/o Professor Stanislovas Tomas
1, Rue Ténao, app. 31B
Monaco 98000
Principality of Monaco

Republic of Lithuania
c/o Ministry of Justice
30 Gedimino Avenue
Vilnius 01104
Republic of Lithuania

Re: Oļegs Roščins v. Republic of Lithuania
(ICSID Case No. ARB/18/37)

Dear Sirs,

This will acknowledge our receipt yesterday, pursuant to ICSID Arbitration Rule 2(2), of an email from counsel for the Claimant attaching a letter dated October 24, 2018 from counsel for the Claimant addressed to the Respondent regarding the method of constitution of the Tribunal which had not been previously received at the Secretariat.

From the Claimant's November 14, 2018 email and the October 24, 2018 letter, it appears that the parties have not agreed on the number of arbitrators and the method of their appointment. As mentioned in the note regarding the constitution of the Tribunal which accompanied the Notice of Registration (reattached for ease of reference), if no agreement is reached regarding the number of arbitrators and the method of their appointment within 60 days of registration of the request for arbitration, i.e. by Monday, December 17, 2018, either party may inform the Secretary-General pursuant to Arbitration Rule 2(3) that it selects the formula provided for in Convention Article 37(2)(b).

Absent a determination of the number of arbitrators and the method of the Tribunal's constitution, the Centre is unable to take action on the proposed appointment of Ms. Isabelle Coutant Peyre at this time.

Yours sincerely,

Frauke Nitschke
Legal Counsel/ Team Leader

Attachment

cc (with attachment):

H.E. Ambassador Rolandas Kriščiūnas
Embassy of the Republic of Lithuania
2622 16th Street, N.W.
Washington, D.C. 20009
United States of America



INTERNATIONAL CENTRE FOR SETTLEMENT OF INVESTMENT DISPUTES

1818 H STREET, NW | WASHINGTON, DC 20433 | USA
TELEPHONE (202) 458 1534 | FACSIMILE (202) 522 2615
WWW.WORLDBANK.ORG/ICSID

November 16, 2018

By email (*with incoming*)

Mr. Oļegs Roščins
c/o Professor Stanislovas Tomas
1, Rue Ténao, app. 31B
Monaco 98000
Principality of Monaco

Republic of Lithuania
c/o Mr. Elvinas Jankevičius
Minister of Justice
Ministry of Justice
30 Gedimino Avenue
Vilnius 01104
Republic of Lithuania

Re: Oļegs Roščins v. Republic of Lithuania
(ICSID Case No. ARB/18/37)

Dear Sirs,

I write to acknowledge our receipt today, pursuant to ICSID Arbitration Rule 2(2), of a letter from the Respondent, together with its two attachments, the contents of which are noted.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Frauke Nitschke', written in a cursive style.

Frauke Nitschke
Legal Counsel/ Team Leader

cc:

H.E. Ambassador Rolandas Kriščiūnas
Embassy of the Republic of Lithuania
2622 16th Street, N.W.
Washington, D.C. 20009
United States of America



LIETUVOS RESPUBLIKOS TEISINGUMO MINISTERIJA
MINISTRY OF JUSTICE OF THE REPUBLIC OF LITHUANIA

Budgetary agency, Gedimino ave. 30, LT-01104 Vilnius, tel. + 370 5 266 2984,
fax + 370 5 262 5940, e-mail rastine@tm.lt,
Data have been accumulated and stored in the Register of Legal Entities, code 188604955

Secretary-General
International Centre for Settlement of Investment Disputes

16 November 2018 No. (1.11)PR-7511

BY EMAIL

ICSIDsecretariat@worldbank.org
Ssood1@worldbank.org

Ref: ICSID Case No. **ARB/18/37**

Dear Secretary-General,

Referring to communication of Mr. Stanislovas Tomas dated 14 November 2018 and the accompanying documents, the Ministry of Justice of the Republic of Lithuania being the authorised representative of the Republic of Lithuania in the investment dispute with Mr. Olegs Roscins hereby would like to draw your attention that the letter No. (1.11)7R-5182 of 6 August 2018 which is mentioned in the e-mail and its attachment is being misrepresented by the Claimant's representative.

Highlighting the fact that it was not submitted to ICSID together with other documents attached to the Request of Arbitration of Mr. Olegs Roscins of 28 August 2018 (ICSID Case No. ARB/18/37), please find attached the certified copy of that document issued by the Ministry of Justice of the Republic of Lithuania.

In addition, we would like to inform that none of the addressees in the Ministry of Justice of the Republic of Lithuania has promptly received the communication of Mr. Stanislovas Tomas dated 24 October 2018 which was caused by the fact that this particular e-mail has been quarantined as spam by internal mail security system due to anti-spam rules.

Restored
Lithuania



As far as the proposals for the method of the appointment of arbitrators are concerned we note that the Respondent has never accepted the Claimant's proposals regarding the method of appointment of the Respondent's arbitrator and/or the President of the Tribunal.

ENCLOSURES:

1. The letter No. (1.11)7R-5182 of 6 August 2018 of the Ministry of Justice of the Republic of Lithuania (certified copy, 2 pages);
2. Proof on quarantined e-mail of 24 October 2018.

Minister of Justice

A handwritten signature in blue ink, consisting of a large, sweeping loop on the left side and a smaller, more intricate mark on the right side.

Elvinas Jankevičius



LIETUVOS RESPUBLIKOS TEISINGUMO MINISTERIJA
MINISTRY OF JUSTICE OF THE REPUBLIC OF LITHUANIA

Budgetary agency, Gedimino ave. 30, LT-01104 Vilnius, tel. + 370 5 266 2984,
fax + 370 5 262 5940, e-mail rastine@tm.lt,
Data have been accumulated and stored in the Register of Legal Entities, code 188604955

Prof. Mult. Dr. Stanislovas Tomas

6 August 2018 No. (1.11) R-5182

BY EMAIL

Stanislovas.tomas@gmail.com

Dear Sir,

Re: Final offer in case Advanta et al v Lithuania, ICSID

The Ministry of Justice of the Republic of Lithuania, in its capacity as authorised representative of the Republic of Lithuania in the investment dispute with Mr. Olegs Roscins and companies Korofalt Ventures, Ltd., Logotreck Productions, Inc., Machinery Trade, S. A., Mita Group, Ltd. and Advanta Corporation (hereinafter – the Companies), has received on 25 July 2018 your “Final Offer” dated 20 July 2018. In the “Final Offer” you claim the payment of indicated amounts to be made to Mr. Roscins or his companies accounts within ten days, otherwise the dispute will be continued before the ICSID Arbitral tribunal as the informal negotiations should be regarded unsuccessful.

Please be informed that having received the “Notice of dispute” of Mr. Olegs Roscins dated 17 April 2015, the Republic of Lithuania has been willing to seek a peaceful settlement of the dispute with Mr. Roscins. Notwithstanding, there was no possibility to enter into negotiations as Mr. Roscins failed to present convincing evidence proving that during all the relevant period of time he has been the sole owner and/or beneficiary of the Companies and thus substantiating his investment in Lithuania. The documents submitted by Mr. Roscins on 1 April 2016 failed to prove the requested. The last communication to Mr. Roscins’ legal counsel Mr Julian H. Lowenfeld was sent in November 2016, however, up to now (during the period of more than 1 year and 8 months) we have not received any response to our repeated invitation to submit relevant and sufficient documents necessary for the negotiations.

Lithuania has never entered into consultations with the Companies. The claims of the Companies are not based on any investment treaty and even in such case, as already mentioned, the informal negotiation procedure (usually required by BITs) with the Companies would not have been followed. As a consequence, the claims on behalf of the Companies are to be qualified as new.

Restored
Lithuania
KOPĖTĪKRA



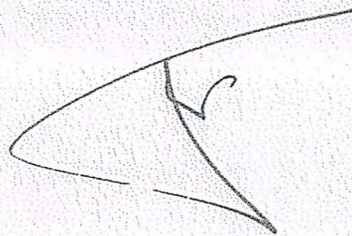
Considering the content of your Power of attorney of 11 July 2018, we would like to note that to the best of our knowledge there are no registered requests for arbitration in the case Roscins and the Companies against Lithuania before the International Center for Settlement of Investment Disputes. Therefore the claims of Mr. Roscins and the Companies requesting the payment of certain amounts submitted by you for the moment have no legal basis, i.e. are not based on the empowering power of attorney.

Given the abovementioned, there are no legal possibilities for the state (the Republic of Lithuania) to satisfy your monetary claims until the deadline which is manifestly not reasonable, foremost, due to the fact that the claims have not been substantiated in a proper manner and the negotiations with the claimants either have not taken part at all or could not be effectively launched.

Also, in the light of your declared intentions we would like to note that following the Court of Justice of the European Union ruling in the case *Slovak Republic v Achmea BV* (C-284/16) of 6 March 2018 the provisions of Article 7 of the Agreement between the Government of the Republic of Latvia and the Government for the Republic of Lithuania for the Promotion and Protection of Investments envisaging the settlement of investment disputes before an arbitral tribunal, according to the Court of Justice of the European Union, are to be considered as incompatible with the European Union law and thus having no legal effect.

Sincerely yours,

Minister of Justice



Elvinas Jankevičius





Prof. S. Tomas

ADVOKAT

19/11/2018, Panamá

Secretary-General of the ICSID

BY EMAIL:

ICSIDsecretariat@worldbank.org

fnitschke@worldbank.org

ssood1@worldbank.org

CC: amb.us@urm.lt,

siunciamieji@tm.lt

Subject: Appointment of the Tribunal in case no. ARB/18/37

Dear Secretary-General,

- 1 The Claimant has the honor to refer to the last words of the letter from the Respondent dated 06/08/2018 addressed to the Claimant and enclosed with its communication dated 16/11/2018: *“Also, in the light of your declared intentions [to lodge the arbitration request with the ICSID] we would like to note that [...] the provisions of [the BIT] [...] are to be considered as [...] having no legal effect.”*
- 2 Due to this latter phrase the Claimant expects the Respondent not to participate in the appointment of the Arbitral Tribunal. Unless the Claimant withdraws that statement and punishes its public servants responsible for this letter and insulting the Claimant and his lawyer in the mass media.
- 3 The Claimant notes that it is not likely that the parties could agree before 17/01/2019, and thus once again proposes to appoint two arbitrators by the parties, and the Chairman to be appointed by the Chairman of the Administrative Council. The Claimant is ready to wait until 17/01/2019 due to the desire of the Respondent to make proceedings as long as possible.
- 4 The Claimant notes, however, that waste of the next 2 months until 17/01/2019 is an unreasonable behavior of the Respondent, since the Respondent is not even able to propose a mechanism to solve the disagreement.

Warm regards
Prof. Stanislovas Tomas