

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

UNITED STATES OF AMERICA

v.

CASE NO. 8:08-cr-172-T-26EAJ

RICHARD SINCLAIR POPE

**PLEA AGREEMENT**

Pursuant to Fed. R. Crim. P. 11(c), the United States of America, by Robert E. O'Neill, United States Attorney for the Middle District of Florida, and the defendant, Richard Sinclair Pope, and the attorney for the defendant, Mark Rankin, mutually agree as follows:

A. **Particularized Terms**

1. **Count Pleading To**

The defendant shall enter a plea of guilty to Count One of the superseding indictment. Count One charges the defendant with conspiracy to commit mail fraud and wire fraud, in violation of 18 U.S.C. §1349.

2. **Maximum Penalties**

Count One carries a maximum sentence of 20 years of imprisonment, a fine of not more than \$250,000 or twice the gross gain caused by the offense, or twice the gross loss caused by the offense, whichever is greater, a term of supervised release of three (3) years, and a special assessment of \$100, said special assessment to be due on the date of sentencing. With respect to certain offenses, the Court shall

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order the defendant to make restitution to any victim of the offense(s), and with respect to other offenses, the Court may order the defendant to make restitution to any victim of the offense(s), or to the community, as set forth below.

3. Elements of the Offense

The defendant acknowledges understanding the nature and elements of the offense with which defendant has been charged and to which defendant is pleading guilty. The elements of Count One are:

First: two or more persons, in some way or manner, agreed to try to accomplish a common and unlawful plan to commit mail fraud or wire fraud, as charged in the superseding indictment; and

Second: the Defendant knew the unlawful purpose of the plan and willfully joined in it.

4. Counts Dismissed

At the time of sentencing, the remaining counts against the defendant, Counts Two, Three, Twelve, Fifteen, and Eighteen through Thirty-Six, will be dismissed pursuant to Fed. R. Crim. P. 11(c)(1)(A).

5. No Further Charges

If the Court accepts this plea agreement, the United States Attorney's Office for the Middle District of Florida agrees not to charge defendant with committing any other federal criminal offenses known to the United States Attorney's Office at the time of the execution of this agreement, related to the conduct giving rise to this plea agreement.

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6. Mandatory Restitution to Victims of Offense of Conviction

Pursuant to 18 U.S.C. §§ 3663A(a) and (b), defendant agrees to make full restitution to the victims as determined by the Court.

7. Guidelines Sentence

Pursuant to Fed. R. Crim. P. 11(c)(1)(B), the United States will recommend to the Court that the defendant be sentenced within the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines, as adjusted by any departure the United States has agreed to recommend in this plea agreement. The parties understand that such a recommendation is not binding on the Court and that, if it is not accepted by this Court, neither the United States nor the defendant will be allowed to withdraw from the plea agreement, and the defendant will not be allowed to withdraw from the plea of guilty.

8. Acceptance of Responsibility - Three Levels

At the time of sentencing, and in the event that no adverse information is received suggesting such a recommendation to be unwarranted, the United States will recommend to the Court that the defendant receive a two-level downward adjustment for acceptance of responsibility, pursuant to USSG §3E1.1(a). The defendant understands that this recommendation or request is not binding on the Court, and if not accepted by the Court, the defendant will not be allowed to withdraw from the plea.

Further, at the time of sentencing, if the defendant's offense level prior to operation of subsection (a) is level 16 or greater, and if the defendant complies with the provisions of USSG §3E1.1(b), the United States agrees to file a motion pursuant to USSG §3E1.1(b) for a downward adjustment of one additional level. The defendant

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understands that the determination as to whether the defendant has qualified for a downward adjustment of a third level for acceptance of responsibility rests solely with the United States Attorney for the Middle District of Florida, and the defendant agrees that the defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

9. Upward Departure

At the time of sentencing, and in the event that no adverse information is received suggesting such a recommendation to be unwarranted, the United States will recommend that in sentencing the defendant the Court not depart upward from the applicable sentencing guideline range.

10. Cooperation - Substantial Assistance to be Considered

Defendant agrees to cooperate fully with the United States in the investigation and prosecution of other persons, and to testify, subject to a prosecution for perjury or making a false statement, fully and truthfully before any federal court proceeding or federal grand jury in connection with the charges in this case and other matters, such cooperation to further include a full and complete disclosure of all relevant information, including production of any and all books, papers, documents, and other objects in defendant's possession or control, and to be reasonably available for interviews which the United States may require. If the cooperation is completed prior to sentencing, the government agrees to consider whether such cooperation qualifies as "substantial assistance" in accordance with the policy of the United States Attorney for the Middle District of Florida, warranting the filing of a motion at the time of sentencing recommending (1) a downward departure from the applicable guideline range pursuant

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to USSG §5K1.1, or (2) the imposition of a sentence below a statutory minimum, if any, pursuant to 18 U.S.C. § 3553(e), or (3) both. If the cooperation is completed subsequent to sentencing, the government agrees to consider whether such cooperation qualifies as "substantial assistance" in accordance with the policy of the United States Attorney for the Middle District of Florida, warranting the filing of a motion for a reduction of sentence within one year of the imposition of sentence pursuant to Fed. R. Crim. P. 35(b). In any case, the defendant understands that the determination as to whether "substantial assistance" has been provided or what type of motion related thereto will be filed, if any, rests solely with the United States Attorney for the Middle District of Florida, and the defendant agrees that defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

11. Use of Information - Section 1B1.8

Pursuant to USSG §1B1.8(a), the United States agrees that no self-incriminating information which the defendant may provide during the course of defendant's cooperation and pursuant to this agreement shall be used in determining the applicable sentencing guideline range, subject to the restrictions and limitations set forth in USSG §1B1.8(b).

12. Cooperation - Responsibilities of Parties

a. The government will make known to the Court and other relevant authorities the nature and extent of defendant's cooperation and any other mitigating circumstances indicative of the defendant's rehabilitative intent by assuming the fundamental civic duty of reporting crime. However, the defendant understands that the

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government can make no representation that the Court will impose a lesser sentence solely on account of, or in consideration of, such cooperation.

b. It is understood that should the defendant knowingly provide incomplete or untruthful testimony, statements, or information pursuant to this agreement, or should the defendant falsely implicate or incriminate any person, or should the defendant fail to voluntarily and unreservedly disclose and provide full, complete, truthful, and honest knowledge, information, and cooperation regarding any of the matters noted herein, the following conditions shall apply:

(1) The defendant may be prosecuted for any perjury or false declarations, if any, committed while testifying pursuant to this agreement, or for obstruction of justice.

(2) The United States may prosecute the defendant for the charges which are to be dismissed pursuant to this agreement, if any, and may either seek reinstatement of or refile such charges and prosecute the defendant thereon in the event such charges have been dismissed pursuant to this agreement. With regard to such charges, if any, which have been dismissed, the defendant, being fully aware of the nature of all such charges now pending in the instant case, and being further aware of defendant's rights, as to all felony charges pending in such cases (those offenses punishable by imprisonment for a term of over one year), to not be held to answer to said felony charges unless on a presentment or indictment of a grand jury, and further being aware that all such felony charges in the instant case have heretofore properly been returned by the indictment of a grand jury, does hereby agree to reinstatement of such charges by rescission of any order dismissing them or, alternatively, does hereby

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waive, in open court, prosecution by indictment and consents that the United States may proceed by information instead of by indictment with regard to any felony charges which may be dismissed in the instant case, pursuant to this plea agreement, and the defendant further agrees to waive the statute of limitations and any speedy trial claims on such charges.

(3) The United States may prosecute the defendant for any offenses set forth herein, if any, the prosecution of which in accordance with this agreement, the United States agrees to forego, and the defendant agrees to waive the statute of limitations and any speedy trial claims as to any such offenses.

(4) The government may use against the defendant the defendant's own admissions and statements and the information and books, papers, documents, and objects that the defendant has furnished in the course of the defendant's cooperation with the government.

(5) The defendant will not be permitted to withdraw the guilty pleas to those counts to which defendant hereby agrees to plead in the instant case but, in that event, defendant will be entitled to the sentencing limitations, if any, set forth in this plea agreement, with regard to those counts to which the defendant has pled; or in the alternative, at the option of the United States, the United States may move the Court to declare this entire plea agreement null and void.

13. Service of Sentence in Foreign Country

The United States Attorney's Office for the Middle District of Florida agrees not to oppose any future request by defendant to transfer to a foreign country, pursuant to the Convention on the Transfer of Sentenced Persons, provided defendant

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meets the criteria therein. This agreement binds only the United States Attorney's Office for the Middle District of Florida, and not the United States, the United States Department of Justice, or other agency of the United States. Defendant understands that this recommendation or request is not binding on the Department of Justice, and that any decision on such a request rests solely with the Department of Justice.

14. Forfeiture of Assets

The defendant agrees to forfeit to the United States immediately and voluntarily any and all assets and property, or portions thereof, subject to forfeiture, pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c), whether in the possession or control of the United States or in the possession or control of the defendant or defendant's nominees. The assets to be forfeited specifically include, but are not limited to, the following:

a. Real Property

- 1) 21 acres of real property known as Block 60000, Parcel 7, Chalk Sound, Norway & Five Cays, Providenciales, Turks & Caicos Islands, British West Indies (listed as being owned by Cadiz Ltd.);
- 2) Real property located at Plot 11-B, P.D. No. 5, Title No. 96-482, Las Yaguas Magante, Municipality of Gaspar Hernandez, Espaillat Province, Dominican Republic (registered as being owned by La Corporación Palk Marine, S.A. or La Corporacion Internacional Palk Marin, S.A.);
- 3) Real property located at Plot 11-C, P.D. No. 5, Title No. 97-431, Las Yaguas Magante, Municipality of Gaspar Hernandez, Espaillat Province, Dominican Republic (registered as being owned by La Corporación Palk Marine, S.A. or La Corporacion Internacional Palk Marin, S.A.);

Defendant's Initials DC



- 4) Plot 11-D, P.D. No. 5, Title No. 99-132, Las Yaguas Magante, Municipality of Gaspar Hernandez, Espaillat Province, Dominican Republic (registered as being owned by La Corporación Palk Marine, S.A. or La Corporacion Internacional Palk Marin, S.A.);
- 5) Real property located at Plot No. 924, P.D. No. 3, Title No. 80-23, Municipality of Cabrera, Rio San Juan, Sector Mata Puerco, Dominican Republic (registered as being owned by La Champla, S.A.);
- 6) Real property located at Plot No. 12, P.D. No. 6, Las Terrenas Municipality, Province of Samaná, Dominican Republic;

b. Bank Accounts

All funds contained in the following accounts:

- 1) Bank of America Account No. 11580125, held in the name of International Escrow Enterprises Inc. (containing approximately \$87,677.32);
- 2) Bank of America Account No. 11580141, held in the name of International Escrow Enterprises Inc. (containing approximately \$550,521.26);
- 3) SunTrust Bank Account No. 0908007021976, held in the name of Paul Gunter;
- 4) SunTrust Bank Account No. 1000026485648, held in the name of Business Administration & Escrow Services Inc. d/b/a BAES Operating Account;
- 5) SunTrust Bank Account No. 1000026485655, held in the name of Business Administration & Escrow Services Inc. d/b/a BAES Escrow 1;
- 6) SunTrust Bank Account No. 1000031661332, held in the name of Business Administration & Escrow Services Inc. d/b/a BAES Mundus 1;
- 7) SunTrust Bank Account No. 1000031661340, held in the name of Business Administration & Escrow Services Inc. d/b/a BAES Mobilestream 2;

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- 8) SunTrust Bank Account No. 1000031661357, held in the name of Business Administration & Escrow Services Inc. d/b/a BAES Mobilestream 3;
- 9) SunTrust Bank Account No. 1000031661365, held in the name of Business Administration & Escrow Services Inc. d/b/a BAES Mobilestream 4;
- 10) SunTrust Bank Account No. 1000031661373, held in the name of Business Administration & Escrow Services Inc. d/b/a BAES Mobilestream 5;
- 11) SunTrust Bank Account No. 1000057968017, held in the name of Equinox Escrow Inc. Equinox 2;
- 12) SunTrust Bank Account No. 1000057968082, held in the name of Equinox Escrow Inc. Operating Account;
- 13) SunTrust Bank Account No. 1000057968090, held in the name of Equinox Escrow Inc. Equinox 1;
- 14) SunTrust Bank Account No. 1000063101850, held in the name of Treasury Management and Services;
- 15) SunTrust Bank Account No. 1000048461916, held in the name of Tarpon Escrow Enterprises Inc. Operating Account;
- 16) SunTrust Bank Account No. 1000048461932, held in the name of Tarpon Escrow Enterprises Inc. Escrow 1;
- 17) SunTrust Bank Account No. 1000048461940, held in the name of Tarpon Escrow Enterprises Inc. Transglobal Company;
- 18) SunTrust Bank Account No. 1000048462013, held in the name of Tarpon Escrow Enterprises Inc. Transglobal 5;
- 19) SunTrust Bank Account No. 1000048058175, held in the name of Zibiah J. Gunter;
- 20) SunTrust Bank Account No. 100005139538, held in the name of Zibiah Gunter;
- 21) SunTrust Bank Account No. 1000053056734, held in the name of Crown Escrow Services Inc. Operating;

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- 22) SunTrust Bank Account No. 1000053056759, held in the name of Crown Escrow Services Inc. Escrow 1;
- 23) SunTrust Bank Account No. 1000048462336, held in the name of Sean C. McCart;
- 24) Wachovia Bank Account No. 2000027145043, held in the name of International Escrow Enterprises Inc. Administration (containing approximately \$8,855.61);
- 25) Wachovia Bank Account No. 2000027145056, held in the name of International Escrow Enterprises Inc. Escrow I (containing approximately \$264,847.49);
- 26) Washington Mutual Bank Account No. 0181-0000042243-4, held in the name of Equinox Escrow Inc. "Escrow 3;"
- 27) Washington Mutual Bank Account No. 0181-0000042244-2, held in the name of Equinox Escrow Inc. "Escrow 2;"
- 28) Washington Mutual Bank Account No. 0181-0000042245-0, held in the name of Equinox Escrow Inc. "Escrow 1;"
- 29) Washington Mutual Bank Account No. 0181-0000042246-8, held in the name of Equinox Escrow Inc. Operating Account;
- 30) Washington Mutual Bank Account No. 0188-0000209955-0, held in the name of Equinox Escrow Inc. "Escrow 4;"
- 31) Washington Mutual Bank Account No. 0188-0000209956-8, held in the name of Equinox Escrow Inc. "Escrow 5;"
- 32) Washington Mutual Bank Account No. 0188-0000209957-6, held in the name of Equinox Escrow Inc. "Escrow 6;"
- 33) Washington Mutual Bank Account No. 0309-0000192764-7, held in the name of Hometown Properties of Florida Development, Inc.;

Defendant's Initials   RK

- 34) Washington Mutual Bank Account No. 0309-0000192765-5, held in the name of Hometown Properties of Suncoast Inc.;
- 35) Washington Mutual Bank Account No. 0313-0000135378-6, held in the name of Paul R. Gunter;
- 36) Washington Mutual Bank Account No. 0188-0000209959-2, held in the name of Turquoise Development Company;
- 37) Bank of Cyprus Account No. 01554056899206, held in the name of Suncoast Management LTD and/or Paul Gunter;
- 38) Credit Suisse Bank Account No. 0835-961472-6, Switzerland, held in the name of Coralmar Ltd;
- 39) Caja De Ahorros Y Pensiones de Barcelona Bank (a/k/a La Caixa Bank), Account Number ES 66 2100 3038 1822 0053 2357, held in the name of Paul Gunter;
- 40) Caja De Ahorros Y Pensiones de Barcelona Bank (a/k/a La Caixa Bank), Account Number ES 66 2100 2878 6002 0068 4162, held in the name of Lightport Business Services SL;
- 41) Funds in the amount of \$275,000.00 on deposit in National Westminster Bank PLC, United Kingdom, Sort/Bank Account No. 601010/85664006, held in the name of Law Partners Solicitors;
- 42) Nationwide Building Society Bank Account Number GB20NAIA07011645385495, held in the name of C. M. Hitchings a/k/a C. Groom;
- 43) Bank of Cyprus Account Number 01554049176048, held in the name of Yes Investments Ltd.;
- 44) Caixa D'Estalvis I Pensions de Barcelona in Spain Account Number 21002878600200684162, held in the name of Lightport Business Services SL;
- 45) Caja de Ahorros y Pensiones in Spain Account Number 21003038182200532357, held in the name of Paul Gunter;

Defendant's Initials PG

- 46) Banco Cuscatlan de Costa Rica Account Number 36017429, held in the name of Paola A. Barba Barba;
- 47) Bank of Cyprus Account No. 0155-40-06-554614, held in the name of Turnstile Holdings;
- 48) Bank of Cyprus Account No. 0155-40-48-486295, held in the name of Pharoah Corp.;
- 49) Bank of Cyprus Account No. 0155-42-48-151940, held in the name of Pharoah Corp.;
- 50) Bank of Cyprus Account No. 0155-40-06-529148, held in the name of Cardigan Holdings;
- 51) Bank of Cyprus Account No. 0155-42-06-143670, held in the name of Cardigan Holdings;
- 52) Bank of Cyprus Account No. 0155-40-06-555882, held in the name of Sunstone Worldwide;
- 53) Bank of Cyprus Account No. 0155-42-06-143271, held in the name of Sunstone Worldwide;
- 54) Bank of Cyprus Account No. 0155-40-48-491760, held in the name of Yes Investments;
- 55) Bank of Cyprus Account No. 0155-40-01-493615, held in the name of Yes Investments;
- 56) Bank of Cyprus Account No. 0155-42-06-126504, held in the name of Yes Investments;
- 57) Bank of Cyprus Account No. 0155-40-06-529237, held in the name of Poseidon Investments;
- 58) Bank of Cyprus Account No. 0155-40-06-562870, held in the name of Brahmi International;
- 59) Bank of Cyprus Account No. 0155-42-06-141295, held in the name of Brahmi International;
- 60) Bank of Cyprus Account No. 0155-40-51-946006, held in the name of Pinnacle Management Group Inc.;

Defendant's Initials   *nb*

- 61) Bank of Cyprus Account No. 0155-40-48-555203, held in the name of Hammardale Holdings;
- 62) Bank of Cyprus Account No. 0155-40-06-563427, held in the name of Hammardale Holdings;
- 63) Bank of Cyprus Account No. 0155-40-01-558946, held in the name of Meadow Dew International;
- 64) Bank of Cyprus Account No. 0155-40-01-571152, held in the name of Meadow Dew International;
- 65) Bank of Cyprus Account No. 0155-40-06-558954, held in the name of Meadow Dew International;
- 66) Bank of Cyprus Account No. 0155-40-48-558938, held in the name of Meadow Dew International;
- 67) Bank of Cyprus Account No. 0155-40-01-559993, held in the name of Methucela;
- 68) Bank of Cyprus Account No. 0155-40-06-560002, held in the name of Methucela;
- 69) Bank of Cyprus Account No. 0155-40-48-560010, held in the name of Methucela;
- 70) Bank of Cyprus Account No. 0155-40-56-287006, held in the name of David Bailey;
- 71) Bank of Cyprus Account No. 0155-40-06-486228, held in the name of Yes Investments;
- 72) Bank of Cyprus Account No. 0155-42-06-132989, held in the name of Pinnacle Management Group Inc.;

c. Aircraft

- 1) One 1968 Beech King Aircraft, Model B-90, fixed wing multi-engine turbo-prop; FAA Tail No. N9426; Serial No. LJ421;

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d. Vehicle

- 1) A 1973 Ferrari 365GTB/4 Daytona Spider Coupe, with Vehicle Identification Number 365GTB4/A16761 (held in the name of Nicholas John Parrington);

e. Vessel

- 1) One 1990 55-foot Ocean Sports Fisherman Hull Identification No. XYU16555G990 named "No Slack;"

f. Currency

- 1) Funds in the amount of \$39,965.00 in U.S. currency seized from Island Capital Management, LLC (dba: Island Stock Transfer); and
- 2) Funds in the amount of \$39,962.37 in U.S. currency seized from Island Capital Management, LLC (dba: Island Stock Transfer) on behalf of Poseidon International Corporation.

The defendant agrees and consents to the forfeiture of these assets pursuant to any federal criminal, civil, and/or administrative forfeiture action.

The defendant hereby represents that he has no right, title, or interest in any other real properties or personal properties (e.g., bank accounts, bulk currency, aircraft, vehicles, water vessels) listed in the Superseding Indictment (Dkt. # 160) and the Fifth Amended Bill of Particulars (Dkt. # 413) in *United States v. Richard Sinclair Pope; et al.*, Case No. 8:08-cr-172-T-26EAJ (M.D. Fla.).

In addition, the defendant shall be subject to a forfeiture money judgment in an amount no less than \$42,519,433.60, representing the amount of proceeds obtained as a result of the conspiracy described in Count One of the Superseding Indictment, for which he is jointly and severally liable with his coconspirators. The net

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proceeds from the forfeiture of the assets enumerated above shall be credited towards the satisfaction of this money judgment.

The defendant also hereby agrees that the forfeiture described herein is not excessive and, in any event, the defendant waives any constitutional claims that the defendant may have that the forfeiture constitutes an excessive fine.

The defendant admits and agrees that the conduct described in the Factual Basis below provides a sufficient factual and statutory basis for the forfeiture of the property sought by the government. Pursuant to the provisions of Rule 32.2(b)(1), the United States and the defendant request that at the time of accepting this plea agreement, the Court make a determination that the government has established the requisite nexus between the property subject to forfeiture and the offense(s) to which defendant is pleading guilty and enter a preliminary order of forfeiture. Pursuant to Rule 32.2(b)(4), the defendant agrees that the preliminary order of forfeiture shall be final as to the defendant at the time it is entered, notwithstanding the requirement that it be made a part of the sentence and be included in the judgment. Furthermore, pursuant to the provisions of Rule 32.2(b)(1), the United States and the defendant request that at the time of accepting this plea agreement, the Court make a determination that the government has established the amount of the proceeds of Count One is no less than \$42,519,433.60 and enter an order of forfeiture.

The defendant agrees to forfeit all interests in the properties described above and to take whatever steps are necessary to pass clear title to the United States. These steps include, but are not limited to, the surrender of title, the signing of a

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consent decree of forfeiture, and signing of any other documents necessary to effectuate such transfers.

The defendant further agrees to take all steps necessary to locate property subject to forfeiture or which could be used to satisfy the forfeiture money judgment (which shall be in an amount no less than \$42,519,433.60), and to pass title to the United States before the defendant's sentencing. To that end, defendant agrees to fully assist the government in the recovery and return to the United States of any assets, or portions thereof, as described above wherever located. The defendant agrees to make a full and complete disclosure of all assets over which defendant exercises control and those which are held or controlled by a nominee. The defendant further agrees to be polygraphed on the issue of assets, if it is deemed necessary by the United States.

The defendant agrees that the United States shall, at its option, be entitled to forfeiture of any property (substitute assets) of the defendant in order to satisfy the money judgment (which shall be in an amount no less than \$42,519,433.60). This Court shall retain jurisdiction to settle any disputes arising from application of this clause.

The defendant further agrees that the United States is not limited to forfeiture of the property described above. If the United States determines that property of the defendant identified for forfeiture cannot be located upon the exercise of due diligence; has been transferred or sold to, or deposited with, a third party; has been placed beyond the jurisdiction of the Court; has been substantially diminished in value; or has been commingled with other property which cannot be divided without difficulty;

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then the United States shall, at its option, be entitled to forfeiture of any other property (substitute assets) of the defendant up to the value of any property described above. This Court shall retain jurisdiction to settle any disputes arising from application of this clause. The defendant agrees that forfeiture of substitute assets as authorized herein shall not be deemed an alteration of the defendant's sentence.

Forfeiture of the defendant's assets shall not be treated as satisfaction of any fine, restitution, cost of imprisonment, or any other penalty this Court may impose upon the defendant in addition to forfeiture.

**B. Standard Terms and Conditions**

1. Restitution, Special Assessment and Fine

The defendant understands and agrees that the Court, in addition to or in lieu of any other penalty, shall order the defendant to make restitution to any victim of the offense(s), pursuant to 18 U.S.C. § 3663A, for all offenses described in 18 U.S.C. § 3663A(c)(1) (limited to offenses committed on or after April 24, 1996); and the Court may order the defendant to make restitution to any victim of the offense(s), pursuant to 18 U.S.C. § 3663 (limited to offenses committed on or after November 1, 1987), including restitution as to all counts charged, whether or not the defendant enters a plea of guilty to such counts, and whether or not such counts are dismissed pursuant to this agreement. On each count to which a plea of guilty is entered, the Court shall impose a special assessment, to be payable to the Clerk's Office, United States District Court, and due on date of sentencing. The defendant understands that this agreement imposes no limitation as to fine.

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2. Supervised Release

The defendant understands that the offense(s) to which the defendant is pleading provide(s) for imposition of a term of supervised release upon release from imprisonment, and that, if the defendant should violate the conditions of release, the defendant would be subject to a further term of imprisonment.

3. Sentencing Information

The United States reserves its right and obligation to report to the Court and the United States Probation Office all information concerning the background, character, and conduct of the defendant, to provide relevant factual information, including the totality of the defendant's criminal activities, if any, not limited to the count(s) to which defendant pleads, to respond to comments made by the defendant or defendant's counsel, and to correct any misstatements or inaccuracies. The United States further reserves its right to make any recommendations it deems appropriate regarding the disposition of this case, subject to any limitations set forth herein, if any.

Pursuant to 18 U.S.C. § 3664(d)(3) and Fed. R. Crim. P. 32(d)(2)(A)(ii), the defendant agrees to complete and submit, upon execution of this plea agreement, an affidavit reflecting the defendant's financial condition. The defendant further agrees, and by the execution of this plea agreement, authorizes the United States Attorney's Office to provide to, and obtain from, the United States Probation Office, the financial affidavit, any of the defendant's federal, state, and local tax returns, bank records and any other financial information concerning the defendant, for the purpose of making any recommendations to the Court and for collecting any assessments, fines, restitution, or forfeiture ordered by the Court.

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4. Sentencing Recommendations

It is understood by the parties that the Court is neither a party to nor bound by this agreement. The Court may accept or reject the agreement, or defer a decision until it has had an opportunity to consider the presentence report prepared by the United States Probation Office. The defendant understands and acknowledges that, although the parties are permitted to make recommendations and present arguments to the Court, the sentence will be determined solely by the Court, with the assistance of the United States Probation Office. Defendant further understands and acknowledges that any discussions between defendant or defendant's attorney and the attorney or other agents for the government regarding any recommendations by the government are not binding on the Court and that, should any recommendations be rejected, defendant will not be permitted to withdraw defendant's plea pursuant to this plea agreement. The government expressly reserves the right to support and defend any decision that the Court may make with regard to the defendant's sentence, whether or not such decision is consistent with the government's recommendations contained herein.

5. Defendant's Waiver of Right to Appeal and Right to Collaterally Challenge the Sentence

The defendant agrees that this Court has jurisdiction and authority to impose any sentence up to the statutory maximum and expressly waives the right to appeal defendant's sentence or to challenge it collaterally on any ground, including the ground that the Court erred in determining the applicable guidelines range pursuant to the United States Sentencing Guidelines, except (a) the ground that the sentence

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exceeds the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines; (b) the ground that the sentence exceeds the statutory maximum penalty; or (c) the ground that the sentence violates the Eighth Amendment to the Constitution; provided, however, that if the government exercises its right to appeal the sentence imposed, as authorized by 18 U.S.C. § 3742(b), then the defendant is released from his waiver and may appeal the sentence as authorized by 18 U.S.C. § 3742(a).

6. Middle District of Florida Agreement

It is further understood that this agreement is limited to the Office of the United States Attorney for the Middle District of Florida and cannot bind other federal, state, or local prosecuting authorities, although this office will bring defendant's cooperation, if any, to the attention of other prosecuting officers or others, if requested.

7. Filing of Agreement

This agreement shall be presented to the Court, in open court or in camera, in whole or in part, upon a showing of good cause, and filed in this cause, at the time of defendant's entry of a plea of guilty pursuant hereto.

8. Voluntariness

The defendant acknowledges that defendant is entering into this agreement and is pleading guilty freely and voluntarily without reliance upon any discussions between the attorney for the government and the defendant and defendant's attorney and without promise of benefit of any kind (other than the concessions contained herein), and without threats, force, intimidation, or coercion of any kind. The defendant further acknowledges defendant's understanding of the nature

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of the offense or offenses to which defendant is pleading guilty and the elements thereof, including the penalties provided by law, and defendant's complete satisfaction with the representation and advice received from defendant's undersigned counsel (if any). The defendant also understands that defendant has the right to plead not guilty or to persist in that plea if it has already been made, and that defendant has the right to be tried by a jury with the assistance of counsel, the right to confront and cross-examine the witnesses against defendant, the right against compulsory self-incrimination, and the right to compulsory process for the attendance of witnesses to testify in defendant's defense; but, by pleading guilty, defendant waives or gives up those rights and there will be no trial. The defendant further understands that if defendant pleads guilty, the Court may ask defendant questions about the offense or offenses to which defendant pleaded, and if defendant answers those questions under oath, on the record, and in the presence of counsel (if any), defendant's answers may later be used against defendant in a prosecution for perjury or false statement. The defendant also understands that defendant will be adjudicated guilty of the offenses to which defendant has pleaded and, if any of such offenses are felonies, may thereby be deprived of certain rights, such as the right to vote, to hold public office, to serve on a jury, or to have possession of firearms.

9. Factual Basis

Defendant is pleading guilty because defendant is in fact guilty. The defendant certifies that defendant does hereby admit that the facts that relate to him set forth below are true, and were this case to go to trial, the United States would be able to prove those specific facts and others beyond a reasonable doubt:

Defendant's Initials     *RL*

FACTS

At times material to the superseding indictment, the Committee on Uniform Securities Identification Procedures ("CUSIP") administered a system that uniformly and uniquely identifies most securities, specifically U.S. and Canadian registered stocks and U.S. government and municipal bonds, through the use of what are known as CUSIP numbers. CUSIP numbers, which appear on the face of securities, were issued by the CUSIP Bureau, which was operated by Standard and Poor's on behalf of the American Bankers Association in New York, New York. The National Association of Securities Dealers Automated Quotation System ("NASDAQ") had a department called Corporate Data Operations, which handled the assignment and re-assignment of trading symbols for securities.

Beginning at least as early as in or about July 2004, and continuing through and including at least March 13, 2008, conspirators came to a mutual understanding to find existing, dormant, publicly-traded companies; hijack the companies' identities, histories, and shareholder bases through false representations to the CUSIP Bureau and NASDAQ Corporate Data Operations; sell restricted and virtually worthless shares of stock in said companies to victim-investors outside the United States through telemarketers who utilized high pressure and misleading sales techniques and operated in boiler rooms overseas; cause the victim-investors to wire their investment funds to bank accounts in the Middle District of Florida and elsewhere; and use the victim-investors' funds to perpetuate the scheme and for their own personal enrichment.

Defendant's Initials   *W*

The defendant was neither aware of nor personally involved with the identification and/or hijacking of dormant, publicly-traded companies; other conspirators effectuated the corporate hijackings. Those conspirators identified existing, dormant, publicly-traded companies in the United States. In some instances, the conspirators incorporated new companies with the same names as the existing companies identified. In other instances, the conspirators updated the filings and, thereby, reinstated the existing companies. In every instance, the conspirators acted without the knowledge or consent of the existing companies' incorporators, officers, directors, and/or shareholders.

The conspirators then prepared board of directors resolutions and/or other documents, which reflected changes to the names of the new companies that the conspirators had incorporated and the companies that the conspirators had reinstated as well as purported reverse splits of the stocks previously issued by the existing, dormant, publicly-traded companies which the conspirators had identified. The conspirators sent these documents, via facsimile and other means, to state agencies regulating corporate entities operating in their jurisdictions.

Once the state filings were in place, the conspirators submitted, and caused the submission of, documents which falsely reflected that the new, renamed companies and the reinstated, renamed companies were actually the existing, dormant, publicly-traded companies which the conspirators had identified, which companies needed new CUSIP numbers and trading symbols because they had undergone name changes and reverse stock splits. These submissions, made via email, the internet, facsimile and other means, fraudulently caused the CUSIP Bureau to issue new CUSIP



numbers, and NASDAQ Corporate Data Operations to issue new trading symbols, to the new, renamed companies and the reinstated, renamed companies. In this manner, the conspirators effectively hijacked the identities, histories, and shareholder bases of numerous existing, dormant, publicly-traded companies, including, but not limited to, 3E International, Inc. (renamed Mobilestream, Inc.), Pacific Chemical, Inc. (renamed Regaltech, Inc.), and Webgalaxy, Inc. (renamed Nanoforce, Inc.), and attempted to hijack Greensmart Corporation, Inc. (renamed Rocky Mountain Gold Mining, Inc.). The conspirators also arranged for the preparation and transmission of worthless stock certificates in the names of Mobilestream, Inc., Regaltech, Inc., Nanoforce, Inc., and Rocky Mountain Gold Mining, Inc. in furtherance of the fraud scheme.

The defendant and coconspirators affiliated with and paid telemarketers working in boiler rooms overseas, primarily in Spain, and caused them to place unsolicited telephone calls to victim-investors outside the United States, primarily in the United Kingdom, and promote and sell restricted shares of common stock of the new, renamed companies and the reinstated, renamed companies. The defendant and coconspirators caused the telemarketers to employ high-pressure and misleading sales techniques in promoting the stock, including, but not limited to, the making of material misrepresentations, and the omission of material information, about the companies, the businesses in which such companies were engaged, the safety and security associated with investment in such companies, and/or the likely monetary return on investments in such companies. In truth, the companies were empty shells.

Once victim-investors indicated a willingness to invest, conspirators caused letters to be sent, via email, private commercial carrier and other means, to

Defendant's Initials   N

such victim-investors. With respect to the offerings involving Mobilestream, Inc., Regaltech, Inc., Nanoforce, Inc., and Rocky Mountain Gold Mining, Inc. featured in Count One of the Superseding Indictment, the letters memorialized the number of shares of stock such victim-investors had agreed to purchase and the monetary amount due for such shares, supplied the victim-investors with instructions on how and where to wire their investment funds, falsely advised victim-investors that a small fee, usually no more than one percent or \$40.00 to \$50.00, would be deducted from their investment funds to cover costs associated with the sales, and asked victim-investors to sign such letters and return them via facsimile. In this manner, conspirators caused the victim-investors to wire their investment funds to accounts at financial institutions, located in the Middle District of Florida and elsewhere, which accounts the defendant and/or coconspirators controlled, to purchase restricted shares of common stock in the new, renamed companies and the reinstated, renamed companies.

Once the victim-investors' funds were wired into the accounts controlled by the defendant and/or coconspirators, the defendant and coconspirators caused stock certificates reflecting the victim-investors' purchases to be sent, via private commercial carrier and other means, to the victim-investors outside the United States. The defendant and coconspirators used the victim-investors' funds to pay wages and expenses associated with the telemarketing operations, to pay other costs incurred in connection with operation of the scheme in the Middle District of Florida and elsewhere, and for the personal enrichment of the defendant and coconspirators.

For example, on or about September 27, 2006, the defendant and coconspirators Paul Robert Gunter and Zibiah Joy Gunter caused \$112,280 in fraud

Defendant's Initials     PR

proceeds to be wired from account #2000021490587 in the name of Business Administration Escrow Service Escrow II, at Wachovia Bank in the Middle District of Florida, to an account in the name of Coralmar, Ltd. at Credit Suisse in Switzerland.

When victim-investors, regulators, or others expressed concern or complained about the sale of restricted shares of common stock of the new, renamed companies or the reinstated, renamed companies, conspirators concocted false explanations and provided fraudulent assurances in an effort to assuage such concerns and prevent further scrutiny.

The defendant and coconspirators made extensive use of interstate and foreign wire transmission facilities, including email, the internet, telephones and facsimile machines, as well as the U.S. mails and private and commercial interstate carriers in order to communicate with each other, state agencies, regulators, vendors, victim-investors, and others in furtherance of the scheme. They also caused others to use the wires and the mails and private and commercial interstate carriers.

For example, on or about January 21, 2005, the defendant sent an email entitled "Regal" to coconspirators Lawrence S. Hartman and Paul Robert Gunter and another individual, regarding the need to establish a fully-operational office with fax machine, copier, telephone, and a real person answering the telephone to manage inquiries related to an upcoming "offering."

At times relevant to the superseding indictment, the defendant, a citizen of the United Kingdom, was residing in Spain, and traveled to the Middle District of Florida and elsewhere in connection with the fraud scheme. The defendant participated as a principal in those functions essential to operation of the fraud scheme which occurred in

Defendant's Initials RL

Europe. Together with others, the defendant facilitated the sale of restricted shares of common stock of hijacked publicly-traded shell companies by, among other things, participating in the establishment of infrastructure utilized in the promotion and sale of restricted shares of common stock to victim-investors outside the United States, and participating in the ongoing operation of boiler rooms overseas. The defendant also caused the transmission of victim-investors' funds to accounts in his name, accounts in the names of entities he controlled, and other accounts worldwide in order to perpetuate the scheme and for other purposes.

During the course of the mail fraud and wire fraud conspiracy described above, the defendant and his coconspirators generated no less than \$42,519,433.60 in fraud proceeds. Fraud proceeds were deposited into various accounts in the United States and abroad. These accounts are listed above in paragraph A.14.b (Forfeiture of Assets).

At times, the conspirators held properties individually or jointly using their real names, and, at other times, the conspirators created shell corporations to serve as accountholders or the registered owners of real and personal properties. In some cases, the shell companies were owned, in whole or in part, by other shell companies. All of these shell companies were controlled, directly or indirectly, by the conspirators, and all properties and funds held by these companies constituted or were derived from proceeds traceable to the conspiracy. These shell companies included, but were not limited to, the following:

Defendant's Initials     *RE*

M.W.W. International Services Group	Corporación Internacional Palk Marine, S.A.	Suncoast Management
Turquoise Development	La Champla, S.A.	Turnstile Holdings
Transglobal Company	Giostra, S.A.	Pharoah Corp.
Tarpon Administration Inc.	La Corporacion Palk Marine, S.A.	Cardigan Holdings
Equinox Escrow Inc.	Palk Marine SA.	Sunstone Worldwide
BAES Mundus 1	Apex Directors Ltd.	Yes Investments
BAES Mobilestream	Apex Nominees Ltd.	Poseidon Investments
BAES Mobilestream 5	Cadiz, Ltd.	Brahmi International
Business Administration & Escrow Services Inc. (d/b/a BAES Escrow 1)	East Harbour Nominees Ltd.	Saunders Management Limited
Methucela	Hammardale Holdings	Meadow Dew International
Crown Escrow Services Inc.	Commonwealth Management Ltd.	Treasury Management Services
Oceantime LLC	Temple Trust Co.	David Bailey
Home Town Properties of Suncoast Inc.	East Harbour Directors Ltd.	Burnell Commerce Limited
International Escrow Enterprises Inc.	East Harbour Secretaries Ltd.	Pinnacle Management Group Inc
Coralmar Ltd.	Apex Secretary, Ltd.	Cornwallis
Walnut Corporation	Telnumber Services, S.A.	IPC Inc
Andrew John Collett	XYZ Ltd.	JMJ Payroll
Lightport Business Services SL	Home Town Properties of Florida Development, Inc.	Malakay International Corporation

The defendant used proceeds generated by the fraud conspiracy described in Count One of the Superseding Indictment to purchase a vehicle, an aircraft, a water vessel, and various real properties, among other things. In particular,

Defendant's Initials AB

using fraud proceeds generated by the conspiracy, the defendant purchased, or after having been purchased by one or more of his coconspirators the defendant acquired an interest in, the real properties and personal properties enumerated above in paragraph A.14 (Forfeiture of Assets). Finally, the \$39,965.00 in U.S. currency seized from Island Capital Management, LLC (dba: Island Stock Transfer), and the \$39,962.37 in U.S. currency seized from Island Capital Management, LLC (dba: Island Stock Transfer) on behalf of Poseidon International Corporation, derived from accounts into which fraud proceeds were deposited. These funds constitute proceeds as they were generated by the fraud conspiracy.

10. Entire Agreement

This plea agreement constitutes the entire agreement between the government and the defendant with respect to the aforementioned guilty plea and no other promises, agreements, or representations exist or have been made to the defendant or defendant's attorney with regard to such guilty plea.


Defendant's Initials RG

11. Certification


The defendant and defendant's counsel certify that this plea agreement has been read in its entirety by (or has been read to) the defendant and that defendant fully understands its terms.

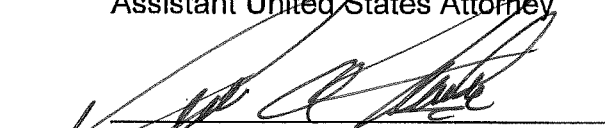
DATED this 24<sup>th</sup> day of February, 2011.


  
\_\_\_\_\_  
RICHARD SINCLAIR POPE  
Defendant

  
\_\_\_\_\_  
MARK RANKIN  
Attorney for Defendant

ROBERT E. O'NEILL  
United States Attorney

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Chief, Economic Crimes Section