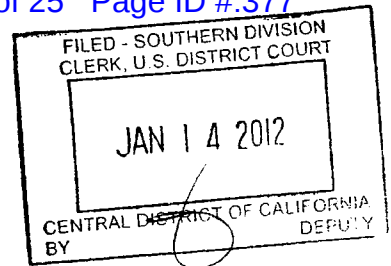


UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA



NOTICE OF DOCUMENT DISCREPANCIES

To:  U.S. District Judge /  U.S. Magistrate Judge David O. Carter  
From: N. Inerano, Deputy Clerk Date Received: 1-9-12  
Case No.: SACR08-180 Doc Case Title: USA v. Beata Gizella Priore  
Document Entitled: Letter

Upon the submission of the attached document(s), it was noted that the following discrepancies exist:

- Local Rule 11-3.1 Document not legible
- Local Rule 11-3.8 Lacking name, address, phone and facsimile numbers
- Local Rule 11-4.1 No copy provided for judge
- Local Rule 19-1 Complaint/Petition includes more than ten (10) Does or fictitiously named parties
- Local Rule 15-1 Proposed amended pleading not under separate cover
- Local Rule 11-6 Memorandum/brief exceeds 25 pages
- Local Rule 11-8 Memorandum/brief exceeding 10 pages shall contain table of contents
- Local Rule 7.1-1 No Certification of Interested Parties and/or no copies
- Local Rule 6.1 Written notice of motion lacking or timeliness of notice incorrect
- Local Rule 56-1 Statement of uncontroverted facts and/or proposed judgment lacking
- Local Rule 56-2 Statement of genuine issues of material fact lacking
- Local Rule 7-19.1 Notice to other parties of ex parte application lacking
- Local Rule 16-6 Pretrial conference order not signed by all counsel
- FRCvP Rule 5(d) No proof of service attached to document(s)
- Other: L.R. 83-2.11 parties shall refrain from writing letters to the judge

Note: Please refer to the court's Internet website at [www.cacd.uscourts.gov](http://www.cacd.uscourts.gov) for local rules and applicable forms.

ORDER OF THE JUDGE/MAGISTRATE JUDGE

IT IS HEREBY ORDERED:

- The document is to be filed and processed. The filing date is ORDERED to be the date the document was stamped "received but not filed" with the Clerk. Counsel\* is advised that any further failure to comply with the Local Rules may lead to penalties pursuant to Local Rule 83-7.

Date

U.S. District Judge / U.S. Magistrate Judge

- The document is NOT to be filed, but instead REJECTED, and is ORDERED returned to \*counsel. \*Counsel shall immediately notify, in writing, all parties previously served with the attached documents that said documents have not been filed with the Court.

Date

January 14, 2012

U.S. District Judge / U.S. Magistrate Judge

David O. Carter

DAVID O. CARTER

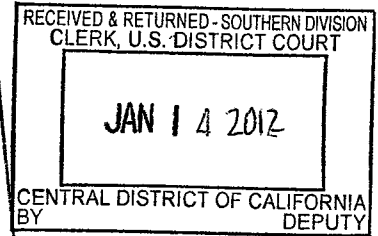
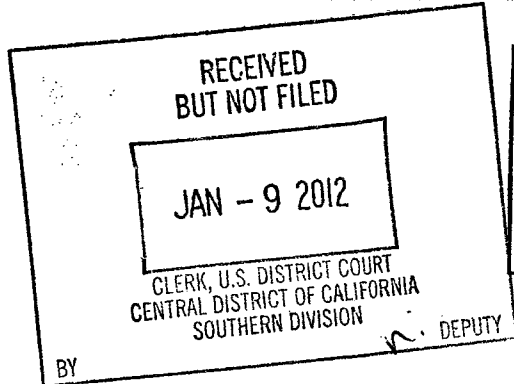
\*The term "counsel" as used herein also includes any pro se party. See Local Rule 1-3.

**Beata G. Priore,**

386 Glen Cove Ave, Glen Head New York 11545-1122  
646 556 5320 office and 516 908 7738 fax, [priore@maxfoundation.us](mailto:priore@maxfoundation.us)

\*\*\*\*\*

David O. Carter  
c/o Judge - private chambers  
United States district court  
Central District of California  
Southern Division  
411 West Fourth Street, Room 1053  
Santa Ana, CA 92701-4516



**CONFIDENTIAL COMERCIAL INFORMATION**

Dear: Mr. David O. Carter

BEATA G PRIORE, who is in receipt of a True Bill that which, has been imposed as a debt on me as Surety and against, BEATA G PRIORE ESTATE

I am Beata G. Priore, Executor of BEATA G PRIORE ESTATE, I am Also the Secured Party Creditor for BEATA G PRIORE (see UCC File # 2011- 2496973-24, with Kentucky Secretary of State) , I am writing to you to give Notice that the charges associated with Case # SA CR 08-00180 has been satisfied in full (See Attachments), and with due process, that this case has been or should be Settled and Closed.

It has been my Pleasure doing business with the State of California.

Thank You in Advance.

" without prejudice" UCC1-308

By: \_\_\_\_\_  
Beata G. Priore, Grantor/ Secure Party for BEAT GIZELLA PRIORE

A Security (15 USC)  
A USSEC Tracer Flag  
Not a Point of Law  
CATBGP 0810

# AFFIDAVIT OF NOTARY PRESENTMENT CERTIFICATION OF MAILING

State of New York )  
 ) ss.  
County of Nassau )

On this 6<sup>th</sup> day of January, 2012, for the purpose of verification, I, the undersigned Notary Public, being commissioned in the County and State noted above, that in hand Beata Gizella Priore aka Beatrix Gizella Montay Priore, appeared before me with the following documents listed below. I, the signed notary, personally verified that these documents was placed in an envelope and sealed by me. They were sent by United States Post Office Certified Mail receipt number **7010 3090 0002 3427 9272** to

David O. Carter  
c/o Judge - private chambers  
United States district court  
Central District of California  
Southern Division  
411 West Fourth Street, Room 1053  
Santa Ana, CA 92701-4516

### LIST OF DOCUMENTS MAILED

1. CONFIDENTIAL COMERCIAL INFORMATION
2. AFFIDAVIT OF NOTARY PRESENTMENT
3. TRUE BILL # SA CR 08-000180,
4. UCC FILE 2011-2496973-24
5. MAIL RECEIVED GREEN SIGNATURE CARD TO IRS ADVISORY GROUP
6. CERTIFICATE OF RELEASE OF STATE LIEN REQUEST
7. AFFIDAVIT PRESENTMENT TO MARKETABLE SECURITIES SIGNATURE GUARANTEE
8. REQUEST BY FIDUCIARY FOR DISTRIBUTION OF UNITED STATES TREASURY SECURITIES
9. MAIL RECEIVED GREEN SIGNATURE CARD SECRETARY OF TREASURY C/O TREASURY DEPARTMENT
10. AFFIDAVIT OF NOTARY PRESENTMENT JUAN PUIG SECRETARY OF TREASURY
11. COPY OF FRONT AND BACK OF SOCIAL SECURITY CARD ACCEPTED FOR VALUE RED THUMB PRINT BEATA GIZELLA PRIORE AKA: BEATRIX GIZELLA MONTAY PRIORE ACCOUNT # 051-38-2611
12. INSTRUCTION
13. FIDUCIARY APPOINTMENT & AUTHORIZATION - 3 PAGES
14. AUTHORITY FOR USE OF THE ENCLOSED GSA BONDS - 10 PAGES
15. GSA STANDARD FORM 28, AFFIDAVIT OF INDIVIDUAL SURETY copy (original on File)
16. GSA OPTIONAL FORM 90, RELEASE ON LIEN ON REAL PROPERTY
17. GSA OPTIONAL FORM 91, RELEASE OF PERSONAL PROPERTY FROM ESCROW
18. GSA STANDARD FORM 24, BID BOND
19. GSA STANDARD FORM 25, PERFORMANCE BOND
20. GSA STANDARD FORM 25A, PAYMENT BOND
21. GSA STANDARD FORM 273, REINSURANCE AGREEMENT FOR A MILLER ACT PERFORMANCE BOND 2 PAGES
22. GSA STANDARD FORM 274, REINSURANCE AGREEMENT FOR A MILLER ACT PAYMENT BOND 2 PAGES
23. GSA STANDARD FORM 275, REINSURANCE AGREEMENT IN FAVOR OF THE UNITED STATES 2 PAGES

BEATRIX G MONTAY PRIORE  
AKA BEATA GIZELLA PRIORE

WITNESS my hand and official seal

Karin Hancock  
NOTARY PUBLIC

1.6.2012  
DATE

My commission expires: March 30<sup>th</sup> 2015

KARIN HANCOCK  
Notary Public, State of New York  
No. 01HA4840668  
Qualified in Nassau County  
Commission Expires March 30, 2015

A Security (15 USC)  
A USSEC Tracer Flag  
Not a Point of Law  
CATBGP 0810

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22. GSA STANDARD FORM 275, REINSURANCE AGREEMENT IN FAVOR OF THE UNITED STATES 2 PAGES

BEATRIX G MONTAY PRIORE  
AKA BEATA GIZELLA PRIORE

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC DATE  
My commission expires: \_\_\_\_\_, 20\_\_\_\_



**2011-2496973-24.01**  
 Kentucky Secretary of State  
 File Date 1/18/2011 9:03:04 PM  
 Status Active  
 Fee \$5.00

**UCC FINANCING STATEMENT**

Name and address of filer:  
**Beata Gizella Montay Priore**  
**386 Glen Cove Ave**  
**Glen Head, NY 11545**

This document is a representation of a filing made electronically at the Kentucky Secretary of State's web site

**DEBTOR'S EXACT FULL LEGAL NAME**

a. ORGANIZATION'S NAME <b>BEATA GIZELLA MONTAY PRIORE</b>			
b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
c. MAILING ADDRESS <b>386 GLEN COVE AVE</b>		CITY <b>GLEN HEAD</b>	POSTAL CODE <b>NY 11545</b>
			COUNTRY <b>US</b>
b. TYPE OF ORGANIZATION <b>PERSON</b>	f. JURISDICTION OF ORGANIZATION <b>NEW YORK</b>	g. ORGANIZATIONAL ID #, if any <b>870190597</b>	

**SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P)**

a. ORGANIZATION'S NAME			
b. INDIVIDUAL'S LAST NAME <b>Montay Priore</b>	FIRST NAME <b>Beata</b>	MIDDLE NAME <b>Gizella</b>	SUFFIX
c. MAILING ADDRESS <b>386 Glen Cove Ave</b>		CITY <b>Glen Head</b>	POSTAL CODE <b>NY 11545</b>
			COUNTRY <b>America</b>

4. This FINANCING STATEMENT covers the following collateral:

**This is Actual and Constructive NOTICE that all of DEBTOR'S interest now held or hereafter acquired is hereby accepted as collateral for securing contractual obligation in favor of the secured party as detailed in a true, correct, complete, Notarized Security Agreement in the possession of the Secured Party. Form No. BGP-0110104-SA NOTICE: In accordance with various USC Sections Re: Property- This is the filing of the DEBTOR into the Commercial Registry as a transmitting utility and the following property is hereby registered in the same as Public NOTICE of a commercial transaction: Employee Identification Numbers 051382611 UCC Contract Trust Account Number (pending). All property is Accepted for Value and is Exempt from Levy. Adjust of this filing is from Public Policy HJR-192 (June 5, 1933), Public Law 73-10, UCC 10-104 and UCC 9-702. All proceeds, products, accounts, fixtures, and the orders there from are released to the DEBTOR.**

5. ALTERNATIVE DESIGNATION: **Bailee/Bailor**

17. Debtor is a: **Trust**

18. Alternate Filing Type: **Transmitting Utility**

COPY

FILED

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U.S. DISTRICT COURT  
CENTRAL DISTRICT OF CALIF.  
SANTA ANA

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ACCEPTED FOR FILE  
SUBMITTANCE FOR  
SETTLEMENT AND CLOSURE  
EXAMPT FROM LEVI  
Beata Gizella Priore, Debtor  
U.S. Bankruptcy Court  
District of Columbia

UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION

October 2007 Grand Jury

UNITED STATES OF AMERICA,  
Plaintiff,  
v.  
MOSES ONCIU,  
BEATA GIZELLA PRIORE, and  
IRENE PEMKOVA,  
Defendants.

SA CR 08-00180

I N D I C T M E N T

[18 U.S.C. § 371: Conspiracy; 18  
U.S.C. § 1343: Wire Fraud; 18  
U.S.C. § 2: Aiding and Abetting/  
Causing an Act To Be Done]

The Grand Jury charges:

COUNT ONE

[18 U.S.C. § 371]

A. INTRODUCTION

At all times relevant to this Indictment:

1. Defendant MOSES ONCIU was a resident of Fountain Hills, Arizona, and a director of David and Goliath International Ministries ("D&G").
2. Defendant BEATA GIZELLA PRIORE was a resident of Glen Head, New York.

1 3. Defendant IRENE PEMKOVA was a resident of Las Vegas, Nevada.

2 4. Special agents of the Federal Bureau of Investigation (FBI)  
3 conducted an undercover investigation into fraudulent high yield  
4 investment schemes. The undercover investigation specifically targeted  
5 those persons who fraudulently offered substantial returns on  
6 investments with low or no risk of loss.

7 5. As part of the undercover investigation, the FBI established  
8 an undercover entity (UCE) in Newport Beach, California that purported  
9 to be a financial advisory firm. FBI undercover agents (UCAs) posed  
10 either as partners of the UCE seeking to invest their own funds or as  
11 wealthy clients of the UCE seeking to invest substantial monies.

12 6. A "High Yield Investment Program" (HYIP) is a general term  
13 given to fraud schemes that are known by various specific names,  
14 including "Prime Bank Guarantees," "Prime Bank Debenture Programs,"  
15 "Medium Term Note Trading Programs," and "Roll Programs." Such programs  
16 do not exist as legitimate investment vehicles. In these schemes, the  
17 fraud perpetrator claims to have privileged access to secret financial  
18 trading programs, which are falsely represented to be sanctioned by the  
19 U.S. Federal Reserve Bank, the U.S. Treasury Department, the World Bank,  
20 or some other entity involved in international monetary transactions or  
21 policy. Claims are typically made that a privileged few are invited to  
22 participate in the trading of some form of bank security such as bank  
23 guarantees, notes, stocks, or debentures, which can be bought at a  
24 discount and sold at a premium. It is often claimed that there are only  
25 a few "traders" or "commitment holders" in the world who are authorized  
26 to resell these bank securities between the top 25 or 50 banks in the  
27 world, often falsely referred to as "Prime Banks." By conducting  
28 multiple "trades" in rapid succession, they claim to be able to produce



1 extraordinary rates of returns, far beyond any normal investment. It is  
2 often further claimed that one of the primary reasons these trading  
3 programs exist is to generate funds for humanitarian purposes and that a  
4 portion of the investor's profits must be used to provide humanitarian  
5 relief and aid somewhere.

6 7. The perpetrators of HYIPs claim that a high degree of secrecy  
7 is required of the unsuspecting investor in order to participate in the  
8 program, and require the execution of various documents which have no  
9 meaning in legitimate financial transactions. Typically, the investor  
10 first is directed to provide a "Letter of Intent," a "Non-Solicitation  
11 Agreement," a "Confidentiality Agreement," a "Non-Circumvention Letter,"  
12 a "Bank Proof of Funds," a "Client Information Summary," and a copy of  
13 the investor's passport. The investor is typically told that he must go  
14 through "compliance," which will purportedly be done by the FBI, Central  
15 Intelligence Agency, Federal Reserve Bank or some other government  
16 "compliance officer." The investor is also told that his funds must be  
17 verified on a "bank to bank" basis to make sure that they do exist and  
18 that the funds must be "good, clean, clear funds of non-criminal  
19 origin." The investor typically is assured that his funds are  
20 absolutely safe and never at risk in any way. The scheme is designed to  
21 gradually progress to its ultimate goal of gaining control of all or a  
22 portion of the investor's funds.

23 B. OBJECT OF THE CONSPIRACY

24 8. Beginning on or about November 29, 2006, and continuing to on  
25 or about March 7, 2007, in Orange County, within the Central District of  
26 California and elsewhere, defendants ONCIU, PRIORE, and PEMKOVA,  
27 together with others known and unknown to the Grand Jury, knowingly  
28 combined, conspired, and agreed with each other to commit the following



1 offense against the United States: wire fraud, in violation of Title 18,  
2 United States Code, Section 1343, in connection with the promotion of  
3 fraudulent high yield investment schemes promising extremely high  
4 returns at little or no risk to principal.

5 C. MANNER AND MEANS OF THE CONSPIRACY

6 The manner and means by which the defendants and their co-  
7 conspirators sought to accomplish the conspiracy included, among other  
8 things, the following:

9 Defendants made fraudulent representations and promises to the  
10 UCA about defendants' ability to place the UCA's client-investor into a  
11 select, secret HYIP.

12 10. Defendants fraudulently represented they had successfully  
13 closed previous deals in which extraordinary rates of return were  
14 realized by other investors.

15 11. Defendants fraudulently represented that they had access to a  
16 HYIP that would yield a 300% to 650% return in 30 to 45 days at no risk.

17 12. Defendants, for the purpose of promoting their fraudulent  
18 investment program, made telephone calls to the UCA in Orange County,  
19 California, and sent email transmissions to the UCA in Orange County,  
20 California.

21 D. OVERT ACTS

22 13. In furtherance of the conspiracy, and to accomplish its object  
23 of the conspiracy, defendants ONCIU, PRIORE, and PEMKOVA, together with  
24 others known and unknown to the Grand Jury, committed and willfully  
25 caused others to commit the following over acts, among others, in the  
26 Central District of California and elsewhere:

27 Overt Act No. 1: On or about November 29, 2006, defendant  
28 PEMKOVA had a telephone conversation with the UCA.

1           Overt Act No. 2:   On or about November 29, 2006, during a  
2 phone conversation with the UCA, defendant PEMKOVA stated, among other  
3 things, that:

4           a.   The UCA could expect a call from a "Dr. Priore" in Europe  
5 who was working with the bank involved in the program; and

6           b.   Defendant PEMKOVA had other clients in the program, which  
7 was a "working program," and who had already been paid.

8           Overt Act No. 3:   On or about November 29, 2006, defendant  
9 PEMKOVA sent an email to the UCA.

10          Overt Act No. 4:   On or about November 29, 2006, during a  
11 telephone conversation with the UCA, defendant PEMKOVA stated, among  
12 other things, that:

13          a.   D&G was a humanitarian foundation under the Central  
14 Intelligence Agency (CIA) umbrella;

15          b.   Defendant ONCIU was a former, highly placed CIA officer  
16 and a director of D&G; and

17          c.   A humanitarian project was required for entry into the  
18 program.

19          Overt Act No. 5:   On or about November 29, 2006, defendant  
20 PEMKOVA sent the UCA an email that stated, among other things, that the  
21 UCA could expect a call from defendant PRIORE the next day and that  
22 defendant PEMKOVA would arrange a phone conference with defendant ONCIU.

23          Overt Act No. 6:   On or about November 30, 2006, during a  
24 phone conversation with the UCA, defendant PRIORE stated, among other  
25 things, that:

26          a.   Defendant PRIORE was calling from the trading group in  
27 Frankfurt;

28          b.   The investment program was run by the TSI Consulting

1 Group in Frankfurt;

2 c. The program yields returns that are 6.5 times the  
3 original investment in 30 to 45 days;

4 d. The investment is "pretty much risk free";

5 e. Defendant PRIORE had been in the business of high-  
6 yielding investments for seven years and has seen people make these  
7 kinds of returns in the past; and

8 f. The program required a minimum investment of \$1 million;

9 Overt Act No. 7: On or about November 30, 2006, defendant  
10 PRIORE sent the UCA an email.

11 Overt Act No. 8: On or about December 1, 2006, defendant  
12 PRIORE sent the UCA an email.

13 Overt Act No. 9: On or about December 1, 2006, defendant  
14 PRIORE sent the UCA an email.

15 Overt Act No. 10: On or about December 4, 2006, during a  
16 telephone conference call with the UCA (the "12/4/06 Conference Call"),  
17 defendant ONCIU stated, among other things, that:

18 a. Defendant Onciu usually doesn't do transactions of less  
19 than \$100 million;

20 b. Making a return of 100% per month is not abnormal;

21 c. Defendant Onciu's role in this transaction is to provide  
22 the humanitarian element required for these transactions;

23 d. The program is highly confidential and the government  
24 does not want people talking about such investment programs; and

25 e. Defendant Onciu would reduce his fees if it would  
26 influence the UCA to invest in the program.

27 Overt Act No. 11: On or about December 4, 2006, defendant  
28 PEMKOVA participated in the 12/4/06 Conference Call.

1            Overt Act No. 12:    On or about December 5, 2006, during a  
2 phone conversation with the UCA, defendant PRIORE stated, among other  
3 things, that a client of hers invested \$1 million in the program and  
4 made a return of \$6.5 million.

5            Overt Act No. 13:    On or about January 6, 2007, defendant  
6 PRIORE met with the UCA.

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ACCEPTED FOR VALUE  
REMITTANCE FOR  
SETTLEMENT AND CLOSURE  
Account # 16138-01  
By: Beata Gladia Priore, Debtor  
Date: September 28, 2011

## COUNTS TWO THROUGH SIX

(18 U.S.C. §§ 1343 and 2)

14. Paragraphs 1 through 13 are realleged and incorporated herein by reference, as if set forth in full.

15. Beginning on or about November 29, 2006, and continuing to on or about March 7, 2007 in Orange County, within the Central District of California, and elsewhere, defendants ONCIU, PRIORE, and PEMKOVA, together with others known and unknown to the Grand Jury, knowingly and with intent to defraud, devised, participated in, and executed a scheme to defraud as to material matters, and to obtain money and property by means of material false and fraudulent pretenses, representations, and promises, and the concealment of material facts.

16. On on about the dates set forth below, within the Central District of California and elsewhere, defendants ONCIU, PRIORE, and PEMKOVA, for the purpose of executing the above-described scheme to defraud, transmitted, willfully caused the transmission, and aided and abetted the transmission of, the following items by means of wire and radio communication in interstate and foreign commerce:

COUNT	DATE	WIRE TRANSMISSION
2	11/29/06	Email from defendant PEMKOVA, sent from <a href="mailto:amartyk@yahoo.com">amartyk@yahoo.com</a> through a server in Las Vegas, Nevada to the UCA in Newport Beach, California
3	11/29/06	Email from defendant PEMKOVA, sent from <a href="mailto:amartyk@yahoo.com">amartyk@yahoo.com</a> through a server in Las Vegas, Nevada to the UCA in Newport Beach, California
4	11/30/06	Email from defendant PRIORE, sent from <a href="mailto:drbpriore@maxfoundation.us">drbpriore@maxfoundation.us</a> , sent through a server in Arizona to the UCA in Newport Beach, California
5	12/01/06	Email from defendant PRIORE, sent from <a href="mailto:drbpriore@maxfoundation.us">drbpriore@maxfoundation.us</a> , sent through a server in Arizona to the UCA in Newport Beach, California

COUNT	DATE	WIRE TRANSMISSION
6	12/01/06	Email from defendant PRIORE, sent from <u>drbpriore@maxfoundation.us</u> , sent through a server in Arizona to the UCA in Newport Beach, California

A TRUE BILL

FOREPERSON

*PAID in Full*

ACCEPTED FOR VALUE  
 ASSISTANCE FOR  
 SETTLEMENT AND CLOSURE  
 FROM LEVI  
 THOMAS P. O'BRIEN  
 United States Attorney  
 CHRISTINE C. EWELL  
 Assistant United States Attorney  
 Chief, Criminal Division

*[Handwritten signature]*

DOUGLAS F. MCCORMICK  
Assistant United States Attorney  
Acting Chief, Santa Ana Office

IVY A. WANG  
Assistant United States Attorney

BEATA G. PRIORE  
 386 Glen Court Ave  
 Glen Head, NY (11545)  
 non domestic without us

• Sender: Please print your name, address, and ZIP+4 in this box •

First-Class Mail  
 USPS  
 Postage & Fees Paid  
 Permit No. G-10



UNITED STATES POSTAL SERVICE

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature <input type="checkbox"/> Agent  <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from Item 1? <input type="checkbox"/> Yes                  If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p style="text-align: center;">                     IRS                      ADVISORY GROUP                      24000 AVILA, RD.                      M/S 5905                      LAQUANA NIQUEL                      CA 92677                 </p>	<p>3. Service Type</p> <p> <input checked="" type="checkbox"/> Certified Mail    <input type="checkbox"/> Express Mail  <input checked="" type="checkbox"/> Registered    <input checked="" type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail    <input type="checkbox"/> C.O.D.                 </p>
<p>2. Article Number                  (Transfer from service label)</p> <p style="text-align: center;">701150000/6216 1316</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>



• Sender: Please print your name, address, and ZIP+4 in this box •

BEATH & PRIORE  
 386 Glen Cove Ave  
 Glen Head, NY (11545)  
 Non domestic without US

First-Class Mail  
 Postage & Fees Paid  
 USPS  
 Permit No. G-10



UNITED STATES POSTAL SERVICE

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A USSEC Tracer Flag  
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CATBGP 0810

# AFFIDAVIT OF NOTARY PRESENTMENT

## CERTIFICATION OF MAILING

State of New York )

) ss.

County of Nassau )

On this 1<sup>st</sup> day of October, 2011, for the purpose of verification, I, the undersigned Notary Public, being commissioned in the County and State noted above, do certify that Eddie Pettis appeared before me with the following documents listed below. I, the signed notary, personally verified that these document was placed in an envelope and sealed by me. They were sent by United States Post Office Certified Mail receipt number **7011 1150 0001 6285 1316**

**TO: IRS  
ADVISORY GROUP  
24000 AVILA RD  
M/S 5905  
LAGUNA NIQUEL, CA 92677**

### LIST OF DOCUMENTS MAILED

1. CERTIFIED RELEASE OF STATE LIEN REQUEST
2. AFFIDAVIT OF NOTARY PRESENTMENT
3. COPY OF SIGNED GREEN CARD REGISTER MAIL: TO Mr. JEAN C. PUIG, SECRETARY OF THE TREASURY
4. AFFIDAVIT OF NOTARY PRESENTMENT COPY
5. COPY OF ALL SUPPORTING DOCUMENTS MAILED

WITNESS MY HAND AND OFFICAL SEAL

*Karin Hancock*

Date: Oct 10<sup>th</sup> 2011

NOTARY PUBLIC

My commission expires: March 30 2015

SEAL

KARIN HANCOCK  
Notary Public, State of New York  
No. 01HA4840668  
Qualified in Nassau County  
Commission Expires March 30, 2015

October 10, 2011

Beata Gizella Priore  
386 Glen Cove Ave  
Glen Head, New York State (11545)

**CERTIFICATE OF RELEASE OF STATE LIEN REQUEST**

Page | 1

The undersigned Affiant, Beata Gizella Priore, being over the age of 18 and competent to testify, does hereby make the following statement of facts, by **Affidavit**. Let no word, action, or writing be construed to imply the granting of any power of attorney, waiver of Rights, or assignment of title.

"Indeed, no more than one (affidavits) is necessary to make the prima facie case." **United States v. Kis, 658 F.2d, 526, 536 (7<sup>th</sup> Cir. 1981; 50 U.S. L.W. 2169, 1982)**

I, Beata Gizella Priore, herein 'Affiant,' a living breathing man, being first duly sworn, depose, say and declare by my signature that the following facts are true, correct and complete to the best of my knowledge and belief.

1. The State lien represented by Criminal Case/Cause SA CR 08-00810 against BEATA GIZELLA PRIORE has been paid. (Evidence of payment and receipt of payment attached)
2. Certificate of Release of State lien, Criminal Case/Cause SA CR08-00810, must be issued to and for BEATA GIZELLA PRIORE.

SIGNED this 10thTH day of October, 2011



Beata Gizella Priore, Grantor  
386 Glen Cove Ave  
Glen Head, New York State (11545)

Verification:  
County of NASSAU )

State of NEW YORK ) **ACKNOWLEDGMENT**

Before me, a Notary Public for the state and county listed above, personally appeared Beata Gizella Priore, personally known to me (or proved to me on the basis of satisfactory evidence) to be the party whose representing the name subscribed within the instruments, and being duly sworn according to law did affirm and subscribe to the foregoing under the penalties of perjury pursuant to the State of New York on this \_\_\_\_\_ day of September, 2011. Purpose of notary is for witnessing a sworn statement, and not for entering into a foreign jurisdiction/venue.

WITNESS my hand and official seal.

Karin Hancock  
Notary Public for New York State

KARIN HANCOCK  
Notary Public, State of New York  
No. 01HA4840668  
Qualified in Nassau County  
Commission Expires March 30, 2015

My commission expires: March 30, 2015

# AFFIDAVIT PRESENTMENT

THEY WERE SENT BY UNITED STATES POST OFFICE

MARKETABLE SECURITIES  
PO BOX 426  
PARKERSBURG, WV 26106-0426

## LIST OF DOCUMENTS MAILED

DOCUMENT NO: PDF1455E page 1 and 2  
TITLE: A REQUEST BY FIDUCIARY FOR DISTRIBUTUIN OF UNITED STATES TREASURY SECURITIES.

REGISTRATION BEATA GIZELLA PRIORE  
UNITED STATES DEPARTMENT OF THE TREASURY  
SS# 051-38-2611  
FOR ACCOUNT # SA CR 08-00180

BANK ENDORSED SIGNATURE GUARANTEE SEPT 23<sup>RD</sup>

Attested:



Beata Gizella Priore, beneficiary

surety party BEATA GIZELLA PRIORE

For official use only: Customer Name	Customer No.
-----------------------------------------	--------------

PD F 1455 E  
Department of the Treasury  
Bureau of the Public Debt  
(Revised March 2010)

**REQUEST BY FIDUCIARY FOR DISTRIBUTION OF  
UNITED STATES TREASURY SECURITIES**

OMB No. 1535-0012

Visit us on the Web at [www.treasurydirect.gov](http://www.treasurydirect.gov)

**IMPORTANT: Follow instructions in filling out this form. You should be aware that the making of any false, fictitious, or fraudulent claim or statement to the United States is a crime that is punishable by fine and/or imprisonment.**

**PRINT IN INK OR TYPE ALL INFORMATION**

One or more fiduciaries (individual or corporate) must use this form to establish entitlement and request distribution of United States Treasury Securities and/or related payments to the person lawfully entitled (e.g., termination of trust, distribution of an estate, attainment of majority, restoration to competency).

**PART A – REASON FOR DISTRIBUTION**

I/We request distribution of the securities and/or related payments for the following reason:

- Termination of trust
- Distribution of an estate
  - Payment to the estate
  - Reissue to the estate
  - Distribution to person(s) entitled\*

\*If payment is requested by person(s) entitled, a **PD F 1522** is required.  
If reissue is requested by person(s) entitled, a **PD F 4000** is required.

- Attainment of majority
- Restoration to competency
- Other: Grantor transfer of debt obligation to

COPY

**PART B – DISTRIBUTION OF SECURITIES AND PAYMENTS**

I/We request that the securities and/or related payments be distributed as follows:

1. Distribute to: BEATA GIZELLA PRIORE (c/o Beata Gizella Priore, grantor/beneficiary)  
(Name)

051-38-2611 OR \_\_\_\_\_  
(Social Security Number) (Employer Identification Number)

386 Glen Cove Ave, Glen Head, New York State (11545) 646-556-5320  
(Address and Telephone Number)

2. Description of securities and/or related payments:

TITLE OF SECURITY	ISSUE DATE	FACE AMOUNT	IDENTIFYING NUMBER	REGISTRATION
promissory note in escrow	9152011	<del>PLEASE INVOICE</del>	SA CR 08-00180	BEATA GIZELLA PRIORE - UNITED STATES DEPARTMENT OF THE TREASURY - SS# 051-38-2611 ACCOUNT # SA CR 09-00180

3. Extent of distribution:  In full  
 \_\_\_\_\_ (Amount, Fractional Share, or Percentage)

**PART C - SIGNATURES AND CERTIFICATIONS**

I/We certify under penalty of perjury that the information provided herein is true and correct to the best of my/our knowledge and belief and agree to distribution of the securities as indicated in Part B. I/We bind ourselves, our heirs, legatees, successors and assigns, jointly and severally, to hold the United States harmless on account of the transaction requested, to indemnify unconditionally and promptly repay the United States in the event of any loss which results from this request, including interest, administrative costs, and penalties. I/We consent to the release of any information regarding this transaction, including information contained in this form, to any party having an ownership or entitlement interest in the securities or payments.

*You must wait until you are in the presence of a certifying officer to sign this form.*

Sign Here: *Beata Priore* (Applicant's Signature)

Grantor/Beneficiary (Applicant's Title)

386 Glen Cove Ave, Glen Head, New York State ( 11545)  
 (Number and Street, Rural Route, or PO Box) (City) (State) (ZIP Code)

646 556 5320 priore@maxfoundation.us  
 (Daytime Telephone Number) (E-Mail Address)

**Instructions to Certifying Individual:**

1. Name of person(s) who appeared and date of appearance **MUST** be completed.
2. Medallion stamps require an original signature.
3. Person(s) must sign in your presence.

**COPY**

I CERTIFY that *Beata G Priore*, whose identity is known or  
 (Name of Person Who Appeared)

proven to me, personally appeared before me this 23 day of September 2011.  
 (Month/Year)

at *Just Hills New York*, and signed this form  
 (City, State)

*[Signature]*  
 (Signature and Title of Certifying Officer)

*Bank of America*  
 (Name of Financial Institution)

*1 Old Westbury Road*  
 (Address)

*Brooklyn Heights NY 11577*  
 (City, State, ZIP Code)

*516 626 1400*  
 (Telephone)

**SIGNATURE GUARANTEED**  
**Bank of America, N.A.**

BY *[Signature]*  
 (Authorized Signature)

ACCEPTABLE EVIDENCE OF AUTHORITY:  
 Financial Institution's Official Seal or Stamp (such as Corporate Seal, Signature Guaranteed Stamp, or Medallion Stamp). Brokers must use a Medallion Stamp.

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UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

BEATA G. PRIORÉ  
386 Glen Cove Ave  
Glen Head, NY 11545

.....

COPY

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature <b>X</b> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>
<p>1. Article Addressed to:                      Juan C. Puió                      Secretary of the Treasury                      U.S. Treasury Department                      PO Box 9024140                      San Juan, Puerto Rico                      00902-4140</p>	<p>B. Received by (Printed Name) C. Date of Delivery</p>
<p>2. Article Number (Transfer from service label) <b>RE 407 581 146 US</b></p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes                      If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>PS Form 3811, February 2004</p>	<p>3. Service Type  <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input checked="" type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input checked="" type="checkbox"/> Yes</p> <p>Domestic Return Receipt 102595-02-M-1540</p>



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A Security (15 USC)  
A USSEC Tracer Flag  
Not a Point of Law  
CATBGP 0810

# AFFIDAVIT OF NOTARY PRESENTMENT

## CERTIFICATION OF MAILING

State of New York )  
 ) ss.  
County of Nassau )

On this 15th day of September, 2011, for the purpose of verification, I, the undersigned Notary Public, being commissioned in the County and State noted above, do certify that Mark Barberi with power of Attorney in hand on behalf of his mother Beata Gizella Priore aka Beatrix Gizella Montay Priore, appeared before me with the following documents listed below. I, the signed notary, personally verified that these documents was placed in an envelope and sealed by me. They were sent by United States Post Office Registered Mail receipt number **RE 407 581 164 US** to

Juan C. Puig, Secretary of the Treasury  
C/o Treasury Department  
P.O BOX 9024140  
San Juan, Puerto Rico 00902-4140

COPY

### LIST OF DOCUMENTS MAILED

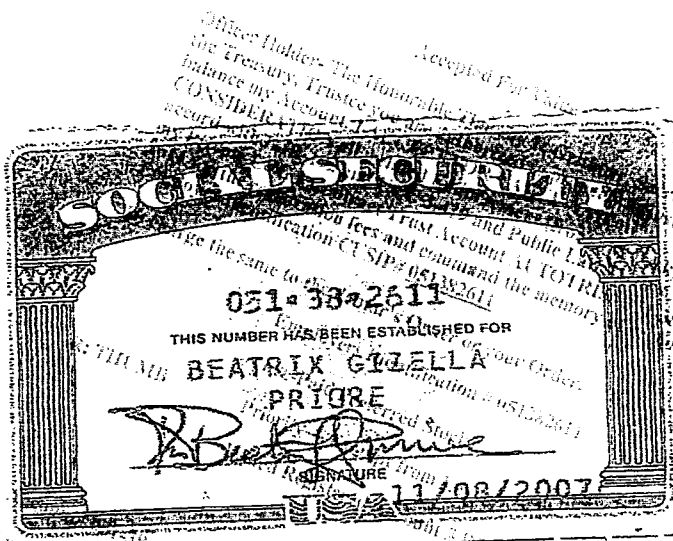
1. INDICTMENT # SA CR 08-000180, UNITED STATES DISTRICT COURT, FOR THE CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION, ORANGE COUNTY, SANTA ANA, 92701
2. BEATA GIZELLA PRIORE AKA: BEATRIX GIZELLA MONTAY PRIORE ACCOUNT # 051-38-2611 FIDUCIARY APPOINTMENT & AUTHORIZATION - 3 PAGES
3. AUTHORITY FOR USE OF THE ENCLOSED GSA BONDS - 10 PAGES
4. GSA STANDARD FORM 28, AFFIDAVIT OF INDIVIDUAL SURETY copy (original on File)
5. GSA OPTIONAL FORM 91, RELEASE OF PERSONAL PROPERTY FROM ESCROW
6. GSA OPTIONAL FORM 90, RELEASE OF LIEN ON REAL PROPERTY
7. CERTIFICATE OF SOCIAL SECURITY FRONT AND BACK
8. GSA STANDARD FORM 24, BID BOND
9. GSA STANDARD FORM 25, PERFORMANCE BOND
10. GSA STANDARD FORM 25A, PAYMENT BOND
11. GSA STANDARD FORM 273, REINSURANCE AGREEMENT FOR A MILLER ACT PERFORMANCE BOND
12. GSA STANDARD FORM 274, REINSURANCE AGREEMENT FOR A MILLER ACT PAYMENT BOND
13. GSA STANDARD FORM 275, REINSURANCE AGREEMENT IN FAVOR OF THE UNITED STATES
14. AFFIDAVIT OF NOTARY PRESENTMENT Copy (Original on File)
15. DURABLE POWER OF ATTORNEY
16. INSTRUCTIONS

WITNESS my hand and official seal

Karin Hancock      Sept 15, 2011  
NOTARY PUBLIC      DATE  
My commission expires: March 30, 2015

NOTARY SEAL

KARIN HANCOCK  
Notary Public, State of New York  
No. 01HA4840668  
Qualified in Nassau County  
Commission Expires March 30, 2015



Authorized Representative, Grantor Trustee, Living Principal  
 Date: August 25, 2011  
 Value \$  
 Autograph by *[Signature]*  
 Card Number F25063139



This card belongs to the Social Security Administration and you must return it if we ask for it.  
 If you find a card that isn't yours, please return it to:  
 Social Security Administration  
 P.O. Box 33008, Baltimore, MD 21290-3008  
 For any other Social Security business information, contact your local Social Security office. If you write to the above address for any business other than returning a found card you will not receive a response.

Social Security Administration  
 Form SSA-3000 (10-2007) F25063139

*[Signature]*



COPY

## Instructions

Pursuant to 48 CFR Sec. 28.203-4 Substitution of assets, the contracting officer has agreed to the substitution of assets upon determining that the substitute assets to be pledged are adequate to protect the outstanding bond or guarantee obligations. (See line 7(b) of sf28 Affidavit of Individual Surety.)

Therefore, pursuant to 48 CFR Sec. 28.203-5 Release of lien, the contracting officer has released the security interest on the individual surety's assets using the Optional Form 90, Release of Lien on Real Property and Optional Form 91, Release of Personal Property from Escrow.

Pursuant to 48 CFR Sec. 28.203-5 (a)(3), the government's security interest ceases after 90 days, which gives you 90 days to arrange for the release of the property which is being held as surety for a lien which the Department of Justice has (or sold) against the judgment in U.S. District Court, Northern District of Texas, Dallas Div., TEXAS, case number(s) 3:08-cr-00258-M-1.

Upon completion of the processing of the enclosed General Services Administration bonds, send a Notice of Satisfaction/Certificate of Release to the U.S. Department of Justice, the court listed on the bonds, and the Principal and Surety, stating the debt has been satisfied, with instructions to release the lien on the real property and release the personal property from escrow; and perform any other function that is required to accomplish these releases.

More specific instructions will be found within the enclosed Fiduciary Appointment and Authorization.

Please note: If there is a defect in the bonds, you are **REQUIRED** by law to return the bonds within a reasonable time of receipt, with a Notice of Dishonor, stating the defect, so it can be corrected.

Failure to return any defective bond, cures the defect and renders the Treasury liable on the bonds.

If you have doubts regarding this process, see the enclosed document identified as "Authority for Use of the Enclosed GSA Bonds."



**Registered Mail # RE 407 581 164 US**

Beata Gizella Priore  
aka Beatrix Gizella Montay Priore  
C/O 386 Glen Cove Avenue  
Glen Head, New York State, (11545)

September 15<sup>th</sup> 2011

**COPY**

Juan C. Puig, Secretary of the  
Treasury c/o Treasury Department  
P.O. Box 9024140  
San Juan, Puerto Rico 00902-4140

**FIDUCIARY APPOINTMENT & AUTHORIZATION**  
**Re: BEATA GIZELLA PRIORE, AKA BEATRIX GIZELLA MONTAY PRIORE**  
**ACCOUNT NO. 051-38-2611**

**POWER OF AUTHORITY**

I, Beata Gizella Priore aka Beatrix Gizella Montay Priore, hereinafter "Principal," being duly sworn, depose and say that I have the authority and broad general power of attorney to grant, convey, assign, pledge and authorize all the authorities, sureties, assets, indentures, contracts, and instruments contained herein and enclosed herewith and hereby execute this Fiduciary Appointment & Authorization, hereinafter "Contract."

**APPOINTMENT**

The Principal hereby appoints Juan C. Puig, hereinafter "Fiduciary," to faithfully execute the settlement and closure of the above-referenced account for **BEATA GIZELLA PRIORE, AKA BEATRIX GIZELLA MONTAY PRIORE** Account No. 051-38-2611, hereinafter "Account," held by U.S. District Court, District of California, Southern Div, Santa Ana, Case No. 08SC69501, hereinafter "Financial Institution," and to faithfully execute all the indentures set forth herein with the Authorities granted herein.

**AUTHORITIES**

The Principal hereby grants the Fiduciary the following authorities:

(1) The Fiduciary is hereby authorized to delegate or sub-delegate any of the authorities granted herein to any third party of his/her choosing, provided that any such delegation or sub-delegation is made in writing, this written record must specify the extent and nature of powers delegated, along with the length of time that such delegation will be in effect.

(2) The Fiduciary is hereby authorized to settle and close the Account.

(3) The Fiduciary is hereby authorized to use any funds and/or assets in escrow released pursuant to the GSA Optional Form 91, enclosed herewith and incorporated herein by this reference, hereinafter "Form 91," by the Financial Institution for **BEATA GIZELLA PRIORE, AKA BEATRIX GIZELLA MONTAY PRIORE**, hereinafter "Grantor / Beneficiary," and to use said funds and/or assets exclusively for the settlement, setoff, and discharge of any and all debts, obligations, or liabilities associated with the Account.

(4) The Fiduciary is hereby authorized to negotiate, endorse and/or ledger the instruments, the statement with a bankers' acceptance and the endorsed payment coupon, hereinafter "Instruments," enclosed herewith, for the settlement and closure of the Account, as applicable.

(5) The Fiduciary is hereby authorized to use any and all of the assets pledged pursuant to GSA Standard Form 28 Affidavit of Individual Surety, enclosed herewith and incorporated herein by this reference, hereinafter "Form 28," for the settlement, setoff, and discharge of any and all debts, obligations, or liabilities associated with the Account and as surety to indemnify the Fiduciary's performance with regards to this Contract, the Form 91, and the Instruments.

(6) The Fiduciary is hereby authorized to use the account and routing numbers and/or bond numbers

provided on the Instruments for the settlement and closure of the Account.

(7) The Fiduciary is hereby authorized to negotiate all the General Services Administration (GSA) bonds accompanying this assignment.

(8) The Fiduciary is hereby authorized to release any and all funds and/or assets, remaining after the settlement and closure of the Account, to the Principal.

(9) The Fiduciary is hereby authorized to ledger the IRS Form 1099-A, hereinafter "Information Return," enclosed herewith, against the Account for the Financial Institution.

### **SURETY**

Pursuant to the Form 28 the Principal hereby:

(1) indemnifies the performance of the Fiduciary in regards to the authorities granted herein and the indentures set forth herein;

(2) indemnifies the performance of the Fiduciary as the custodian pursuant to the Form 91; and

(3) guarantees the Instruments.

### **INDENTURES**

The Principal hereby directs the Fiduciary to perform the following tasks within ten (10) days of the postmark of this Contract:

(1) Pursuant to the Form 91, the Fiduciary is hereby directed to use the personal property released from escrow exclusively for the settlement, setoff, and discharge of any and all debts, obligations, or liabilities associated with the Account.

(2) The Fiduciary is hereby directed to settle, setoff, and/or discharge any and all debts, obligations, or liabilities associated with the Account.

(3) The Fiduciary is hereby directed to negotiate, endorse, and/or ledger the Instruments for the settlement, setoff, and discharge of any and all debts, obligations, or liabilities associated with the Account for the benefit of the Beneficiary.

(4) The Fiduciary is hereby directed to ledger the Information Return against the Account for the Financial Institution.

(5) The Fiduciary is hereby directed to issue a Statement of Account showing a Zero (\$0.00) dollars balance for the Account to the Principal.

(6) The Fiduciary is hereby directed to release any and all funds and/or assets remaining after the settlement and closure of the Account to the Principal.

### **ACCEPTANCE AND REFUSAL**

This Contract shall be deemed accepted by the Fiduciary if a refusal to the appointment, authorities, and indentures is not received by the Principal at the address given above within ten (10) days of the postmark of this Contract. Any refusal of this Contract must be accompanied by a sworn affidavit, signed under penalty of perjury, and stating that the Fiduciary does NOT have the capacity, authority, obligation, and duty to:

(1) Settle and close the Account.

(2) Accept an appointment as a fiduciary.

(3) Negotiate, endorse, or ledger the Instruments against the Account for the benefit of the Beneficiary.

(4) Perform the duties as the custodian pursuant to the Form 91.

(5) Ledger the Information Return for the benefit of the Beneficiary and the Account.

(6) Issue a Statement of Account to the Principal showing a Zero (\$0.00) dollars balance.

If the Fiduciary needs additional time to perform the duties set forth in this Contract, the Fiduciary may

request said additional time by written request to the Principal within ten (10) days from the postmark of this Contract and said request must provide good cause. Any requests for additional time shall not exceed thirty (30) days from the postmark of this Contract. The Principal reserves the right to deny any requests for additional time.

**DISHONOR**

The Fiduciary shall have thirty (30) days from the date of presentment noted on U.S.P.S. Form 3811 to dishonor the attached GSA bonds by returning same to the Principal by registered or certified mail at the location noted above. Failure to so return will stipulate the validity of the bonds, based on your greater knowledge of the law, and the Fiduciary's honorable acceptance of these bonds and all obligations and liabilities hereunder on behalf of the Principal and the United States.

**LIABILITY**

The Fiduciary's failure to perform the duties set forth in this Contract, within the time allotted to perform said duties, will comprise the Fiduciary's agreement to the following:

- (1) The Fiduciary waives all rights, defenses, and immunities.
- (2) The Fiduciary accepts personal liability up to ten (10) times the face value of the Instruments.
- (3) The Fiduciary accepts the filing of the IRS Form 3949a, Information Referral, for the Fiduciary's violation of income tax law.
- (4) The Fiduciary accepts the filing of any documents and public records reporting the lien right of the Principal in relation to the Fiduciary's breach of this Contract.
- (5) The Fiduciary accepts that the Fiduciary's public hazard bond and/or limited liability insurance policy shall be surety for any liens or levies executed by the Principal for the Fiduciary's breach of this Contract.
- (6) The Fiduciary accepts that the Fiduciary's real property, personal property, fixtures, and accounts shall be surety for any liens or levies executed by the Principal for the Fiduciary's breach of this Contract.

**PREVIOUS AGREEMENTS AND CONTRACTS**

This Contract supersedes all other agreements, whether written or oral, between the Beneficiary and the Financial Institution relating to the Account. The Principal hereby revokes and rescinds any and all prior grants, conveyances, notes, trusts, agreements and/or contracts by and/or between the Financial Institution and the Beneficiary.

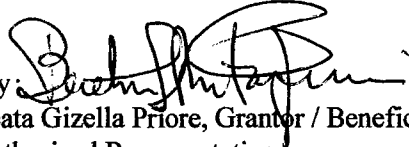
**GOVERNING LAW; SEVERABILITY**

Private International Law shall govern and enforce this Contract. Should applicable laws deem any part or portion of this Contract as invalid or unenforceable, the remaining provisions shall not be affected, and shall be enforced to as great an extent as possible.

**RESERVATION OF RIGHTS**

The Principal hereby reserves all rights, remedies, defenses and immunities.

IN WITNESS WHEREOF I hereunto set my hand and seal on this September 15th , Day  
2011, and hereby certify all the statements made above are true, correct and complete.

By   
Beata Gizella Priore, Grantor / Beneficiary  
Authorized Representative



**Registered Mail # RE 407 581 164 US**

Beata Gizella Priore, Grator-Beneficiary  
Aka Beatrix Gizella Montay Priore  
C/O 386 Glen Cove Avenue  
Glen Head, New York State, (11545)

September 15<sup>th</sup> 2011

Respondent: Juan C. Puig,  
Secretary of the Treasury c/o  
Treasury Department Puerto Rico  
P.O. Box 9024140  
San Juan, Puerto Rico 00902-4140

COPY

**AUTHORITY FOR USE OF THE ENCLOSED GSA BONDS**

Dear Sir,

I have appointed you as my fiduciary to settle and close the above-referenced case(s). I am sure you know your authority to do this, but in case you want something on file to back you up, I present to you the following authorities. If you find I am wrong in any of the statements made below, please, definitely and immediately, within 10 days of receipt of this communication, send your proof of claim to the contrary with supporting evidence to the impartial third party witness listed above, who will then certify your response or non-response.

Based on the premise that government has pledged all of the people's Private property as collateral for the government's bankruptcy, making the people the Sureties for the debts of the government, as well as the law forbidding government from taking Private property without due process and without just compensation, and based on the supreme court's decisions enforcing a surety's right to recover on his risk or loss when standing for the debts of another, and many more evidences stated below, it is believed the government MUST allow for, and assist with the discharge of the surety's debts. I cannot say that the government is responsible to pay the people's debts because there is no money with which to pay, since government stole the gold in 1933. However, the evidence leads me to believe the government has a responsibility to discharge debt for its Sureties, from whom government took Private property without just compensation.

The evidence appears to overwhelmingly support the premise that the people are sureties for the government, and that there is a provision for the government to assist in the discharge of their debts, meaning that the debts of the people ARE obligations of the U.S. Treasury.

If the claims below are correct, or even partially correct, I am asking you to provide me with the remedy I am seeking via the GSA bonds enclosed. These claims are also applicable to negotiable instruments.

Sincerely,



Beata Gizella Priore, aka Beatrix Gizella Montay Priore, Grantor

AUTHORITIES

1. The UNITED STATES is operating under the U.S. Bankruptcy confirmed on June 5, 1933 (see Senate Report No. 93-549, codified at 12 U.S.C.A. 95 a) also known as the National Emergency. (See: Executive Proclamation No. 3972).
2. The U.S. Bankruptcy did impair the obligations and considerations of contracts through the "Joint Resolution To Suspend The Gold Standard And Abrogate the Gold Clause,"- June 5, 1933 as it may operate within the



states, which is a violation of the constitution.

3. Under the 14th amendment and numerous Supreme Court precedents, as well as in equity, Private property cannot be taken or pledged for public use without just compensation, or due process of law. The government cannot pledge or risk the property and wealth of its private citizens, for any government purpose without legally providing them remedy to recover what is due them on their risk.

The 14th amendment provides: “no person shall be deprived of ... property without due process of law.” And Courts have long ruled to have one’s property legally held as collateral or surety for a debt even when he still owns it and still has it is to **deprive** him of it since it is at risk and could be lost for the debt at any time. The U. S. Supreme Court ruled, in *United States v. Russell* [13 Wall, 623, 627] “Private property, the Constitution provides, shall not be taken for public use without just compensation.”

4. During the financial crisis of the depression in 1933, substance of gold, silver and real money was **removed** as a foundation for our financial system. In its place the **substance** of the American citizenry: **their** real property, wealth, assets and productivity **that belongs to them** was, in effect, **‘pledged’** by the government and **placed at risk** as the **collateral** for **US debt, credit and currency** for commerce to function.

This is well documented in the actions of Congress and the President at that time and in the Congressional debates that preceded the adoption of the reorganizational measures: **Senate Document No. 43, 73rd Congress, 1st Session**, stated, “Under the new law the money is issued to the banks **in return for Government obligations, bills of exchange, drafts, notes, trade acceptances, and banker’s acceptances. The money will be worth 100 cents on the dollar, because it is backed by the credit of the nation. It will represent a mortgage on all the homes and other property of all the people in the Nation.**” (Which lawfully belongs to these private people.)

5. The National Debt is defined as “**mortgages on the wealth and income of the people of a country.**” (*Encyclopedia Britannica, 1959.*) **Their** wealth ... **their** income. The reorganization is evidenced by: the Emergency Banking Act, March 9, 1933, House Joint Resolution 192, June 5, 1933 (public law 73-10) and the Series of Executive Orders that surrounded them: 6073- Reopening of Banks. Embargo on Gold Payments and Exports, and Limitations on Foreign Exchange Transactions. March 10, 1933; 6111-Transactions in foreign exchange are permitted under Governmental Supervision. April 20, 1933 6102 - Forbidding the hoarding of gold coin, gold bullion and gold certificates. April 5, 1933
6. The commerce and credit of the nation continues on today under financial reorganization (Bankruptcy) as it has since 1933, **still** backed by the assets and wealth of the American people: **at risk** for the government’s obligations and currency.
7. During the Congressional hearings in regard to HJR-192 and the removal of gold (lawful currency), a congressman asked the then Secretary of Treasury how the people would pay their debts without lawful money, to which the Secretary of Treasury answered: “The United States government will pay the debts of the people until lawful money is restored.”
8. The taking of the gold from the people, the taking of lawful money, and the government’s pledge of all the Private property of the people of the nation, was taking of property without due process, and without just compensation. The taking of the people’s property as described above, **made the people the sureties for the United States government.**
9. **The rights of a surety to recovery on his risk or loss when standing for the debts of another** was reaffirmed again as late as 1962 in *Pearlman v. Reliance Ins. Co.*, 371 U.S. 132 when the Court said: “... sureties compelled to pay debts for their principal have been deemed entitled to reimbursement, even without a contractual promise ... And probably there are few doctrines better established.”

10. Constitutionally, and in the laws of equity, the United States could not borrow or pledge the property and wealth of its private citizens, put at risk as collateral for its currency and credit, without providing them equitable remedy for recovery of what is due them.
11. In order for the U. S. government to avoid violating the law or the Constitution in its actions to collateralize its financial reorganization, the government had to, and did provide a legal remedy to the people whose property it took without just compensation and due process of law, so that it has been able to continue on since 1933 to hypothecate the **private** wealth and assets of those classes of persons by whom it is owned, at risk backing the government's obligations and currency, by their implied consent, through the government having provided such **remedy** for recovery of what is due them on their assets and wealth at risk. The provisions for this are found in the same act of "Public Policy" **HJR-192, public law 73-10** that suspended the gold standard for our currency, abrogated the right to demand payment in gold, and made Federal Reserve notes for the first time legal tender, "backed by the substance or credit of the nation."
12. **All US currency since 1933 is only credit against the real property, wealth and assets belonging to the private sovereign American people, taken and/or 'pledged' by THE UNITED STATES to its secondary creditors as security for its obligations. Consequently, those backing the nation's credit and currency could not recover what was due them by anything drawn on Federal Reserve notes without expanding their risk and obligation to themselves. Any recovery payments backed by this currency would only increase the public debt for which its citizens were collateral, which an equitable remedy was intended to reduce, and in equity would not satisfy anything, and there was no longer actual money of substance to pay anybody.**
13. Federal Reserve Notes, although made legal tender for all debts public and private in the reorganization, can only **discharge** a debt. Debt must be "paid" with **value or substance** (i.e. gold, silver, barter, labor, or a commodity). For this reason HJR-192 (1933), which established the "public policy" of our current monetary system, repeatedly uses the technical term of "discharge" in conjunction with "payment" in laying out public policy for the new system. A debt currency system cannot pay debt.
14. So from that time to the present, commerce in the corporate UNITED STATES and among sub-corporate subject entities has had only debt note instruments by which debt can be discharged and transferred in different forms. The unpaid debt, created and/or expanded by the plan, now carries a **public liability** for collection in that when debt is discharged with debt instruments, (i.e. Federal Reserve Notes included), by our commerce, debt is inadvertently being **expanded** instead of being **cancelled**, thus **increasing the public debt; a situation potentially fatal to any economy.**
15. Congress and government officials who orchestrated the public laws and regulations that made the **financial reorganization**, anticipated the long term effect of a debt based financial system which many in government feared, and which we face today in servicing the interest on trillions upon trillions of dollars in US Corporate public debt and in this same act made provision not only for the **recovery remedy to satisfy equity** to its Sureties, but to **simultaneously resolve this problem as well.**
16. Since it is, in fact, the real property, wealth and assets of that class of persons that is **the substance** backing all the other obligations, currency and credit of the UNITED STATES and **such currencies could not be used to reduce its obligations for equity interest recovery to its Sureties**, HJR-192 further made the "notes of **national banks**" and "national banking associations" on a par with its other currency and legal tender obligations.
17. TITLE 31, SUBTITLE IV, CHAPTER 51, SUBCHAPTER I, Sec. 5103, says, **Legal tender** - United States coins and currency (including Federal reserve notes and circulating **notes** of Federal reserve banks and **national banks**) are **legal tender** for all debts, public charges, taxes, and dues. (emphasis added) But this official definition for '**legal tender**' was first established in **HJR-192 (1933)** in the same act that made federal reserve notes and **notes of national banking associations** legal tender.

18. Public Policy HJR-192, JOINT RESOLUTION TO SUSPEND THE GOLD STANDARD AND ABROGATE THE GOLD CLAUSE, JUNE 5, 1933, H. J. Res. 192, 73rd Congress., 1st Session Joint Resolution to assure uniform value to the coins and currencies of the United States.... “(b) As used in this resolution, the term ‘obligation’ means an obligation (including every obligation of and to the United States, excepting currency) payable in money of the United States; and the term “coin or currency” means coin or currency of the United States, including Federal Reserve notes and circulating notes of Federal Reserve banks and national banking associations.”

**“All coins and currencies of the United States (including Federal Reserve notes and circulating notes of Federal Reserve banks and national banking associations) heretofore or hereafter coined or issued, shall be legal tender for all debts, for public and private, public charges, taxes, duties, and dues ...”**

19. USC Title 12.221 Definitions– “The terms ‘national bank’ and ‘national banking association’....shall be held to be synonymous and interchangeable.” “Notes of national banks” or “national banking associations” have continuously been maintained in the official definition of legal tender since June 5, 1933 to the present day, when the term had never been used to define “currency” or “legal tender” before that.

20. Prior to 1933 the forms of currency in use that were legal tender were many and varied: -United States Gold Certificates – United States Notes – Treasury Notes – Interest bearing notes – Gold Coins of United States Standard silver dollars – Subsidiary silver coins – minor coins -Commemorative coins – **but the list did not include federal reserve notes or notes of national banks or national banking associations** despite the fact national bank notes were a common medium of exchange or “currency” and had been, almost since the founding of our banking system and were backed by United States bonds or other securities on deposit for the bank with the US Treasury.

21. Further, **from the time of their inclusion in the definition they have been phased out until presently all provisions in the United States Code pertaining to incorporated federally chartered National Banking institutions issuing, redeeming, replacing and circulating notes have all been repealed.** See the list of repealed sections in USC Title 12, Chapter 2, National Banks.

22. As stated in *Money and Banking*, 4th edition, by David H. Friedman, publ. by the American Bankers Association, page 78, “Today commercial banks no longer issue currency, ....” It is clear, federally incorporated banking institutions subject to the restrictions and repealed provisions of Title 12, are not those primarily referred to maintained in the current definition of “legal tender.”

23. The legal statutory and professional definitions of “bank,” “banking,” and “banker” used in the United States Code and Code of Federal Regulations are not those commonly understood for these terms and have made the statutory definition of “Bank” accordingly:

UCC 4-105 PART 1 **“Bank”** means a person engaged in the business of banking ...

12CFR Sec. 229.2 Definitions (e) **Bank** means—“the term bank also includes any person engaged in the business of banking ...”

12CFR Sec. 210.2 Definitions. (d) “Bank means any person engaged in the business of banking.”

USC Title 12 Sec. 1813. – Definitions of Bank and Related Terms. – (1) Bank. - The term “bank” – (A) “means any national bank, State bank, and District bank, and any Federal branch and insured branch;”

*Black’s Law Dictionary*, 5th Edition, page 133, defines a “Banker” as, “In general sense, person that engages in business of banking. **In narrower meaning, a private person... who is engaged in the business of banking without being incorporated.** Under some statutes, an individual banker, as distinguished from a “private banker,” is a person who, having complied with the statutory requirements, has received authority from the state to engage in the business of banking, while a private banker is a person engaged in banking without having any special privileges or authority from the state.”

24. **“Banking”- Is partly and optionally defined as “The business of issuing notes for circulation . . . negotiating**

bills.” *Black’s Law Dictionary*, 5th Edition, page 133, defines “Banking” as “The business of banking, as defined by law and custom, consists in the issue of notes . . . intended to circulate as money . . .” and defines a “Banker’s Note” as: “A commercial instrument resembling a bank note in every particular except that it is given by a private banker or unincorporated banking institution.”

25. Federal Statute does not specifically define “national bank” and “national banking association” in those sections where these uses are legislated on to exclude a private banker or unincorporated banking institution. It does define these terms to the exclusion of such persons in the chapters and sections where the issue and circulation of notes by national banks has been repealed or forbidden.
26. “In the absence of a statutory definition, courts give terms their ordinary meaning.” *Bass, Terri L. v. Stolper, Koritzinsky*, 111 F.3d 1325, 7<sup>th</sup> Cir. App. (1996). As the U.S. Supreme Court noted, “We have stated time and again that courts must presume that a legislature says in a statute what it means and means in a statute what it says there.” See, e.g., *United States v. Ron Pair Enterprises, Inc.*, 489 U.S. 235, 241 -242 (1989); *United States v. Goldenberg*, 168 U.S. 95, 102 -103 (1897); “The legislative purpose is expressed by the ordinary meaning of the words used.” *Richards v. United States*, 369 U.S.1 (1962).
27. As noted above, the legal definitions relating to ‘legal tender’ have been written by Congress and maintained as such to be both exclusive, where necessary, and inclusive, where appropriate, to provide in its statutory definitions of legal tender for the inclusion of all those, who by definition of private, unincorporated persons engaged in the business of banking to issue notes against the obligation of the United States for recovery on their risk, whose private assets and property are being used to collateralize the obligations of the United States since 1933, as collectively and nationally constituting a legal class of persons being a “national bank” or “national banking association” with the right to issue such notes against The Obligation of THE UNITED STATES for equity interest recovery due and accrued to these Principals and Sureties of the United States backing the obligations of US currency and credit; as a means for the legal tender discharge of lawful debts in commerce as remedy due them in conjunction with US obligations to the discharge of that portion of the public debt, which is provided for in the present financial reorganization still in effect and ongoing since 1933. [12 USC 411, 18 USC 8, 12 USC; ch. 6, 38 Stat. 251 Sect 14(a), 31 USC 5118, 3123. with rights protected under the 14th Amendment of the United States Constitution, by the U.S. Supreme Court in *United States v. Russell* (13 Wall, 623, 627), *Pearlman v. Reliance Ins. Co.*, 371 U.S. 132,136,137 (1962), *The United States v. Hooe*, 3 Cranch (U.S.)73(1805), and in conformity with the U.S. Supreme Court 79 U.S. 287 (1870), 172 U.S.48 ( 1898), and as confirmed at 307 U.S. 247(1939).]
28. HJR- 192 further declared “every provision ... which purports to give the obligee a right to require payment in gold or a particular kind of coin or currency ... is declared to be against Public Policy; and no such provision shall be ... made with respect to any obligation hereafter incurred.”
29. From the above we see the government has made a way for discharge and recovery on US Corporate public debt due the Principals and Sureties of the UNITED STATES [the people whose assets the US government pledged toward its own debt] providing as “public policy” for the discharge of “every obligation,” “including every obligation OF and TO THE UNITED STATES,” “dollar for dollar,” allowing those backing the US financial reorganization to recover on it by discharging an obligation they owed TO THE UNITED STATES or its sub-corporate entities, against that same amount of obligation OF THE UNITED STATES owed to them; thus providing the remedy for the discharge and orderly recovery of equity interest on US Corporate public debt due the Sureties, Principals, and Holders of THE UNITED STATES, discharging that portion of the public debt without expansion of credit, debt or obligation on THE UNITED STATES or these its prime-creditors it was intended to satisfy equitable remedy to, but gaining for each bearer of such note, discharge of obligation equivalent in value “dollar for dollar” to any and all “lawful money of the United States.”
30. Those who constitute an association nationwide of private, unincorporated persons engaged in the business of banking to issue notes against these obligations of the United States due them; whose private property is at risk to collateralize the government’s debt and currency, by legal definitions, a “national banking



association;” such notes, issued **against these obligations of the United States to that part of the public debt due its Principals and Sureties** are required by law to be accepted as “legal tender” of payment for all debts public and private, and, as we have seen, are defined in law as “**obligations of the United States,**” on the same par and category with Federal reserve notes and other currency and legal tender obligations.

31. Under this remedy for discharge of the public debt and recovery to its Principals and Sureties, TWO debts that would have been discharged in Federal Reserve debt note instruments or checks drawn on the same, equally expanding the public debt by those transactions, are discharged against a SINGLE public debt of the Corporate UNITED STATES and its sub-corporate entities to its prime-creditor without the expansion and use of Federal Reserve debt note instruments as currency and credit, and so, without the expansion of debt and debt instruments in the monetary system and the expansion of the public debt as burden upon the entire financial system and its Principals, and Sureties the recovery remedy was intended to relieve.
32. Apparently, use of Notes is for the discharge and **non-cash accrual reduction** of US Corporate public debt to the Principals, Prime Creditors and Holders of it as provided in law and the instruments will ultimately be settled by adjustment and set-off in discharge of a bearer’s obligation TO THE UNITED STATES against the obligation OF THE UNITED STATES for the amount of the instrument to the original creditor it was tendered to or whomever or whatever institution may be the final bearer and holder in due course of it, again, thus discharging that portion of the public debt **without expansion of credit, debt or note on the prime-creditors of THE UNITED STATES** it was intended to satisfy equitable remedy to, but gaining for each endorsed bearer of it discharge of obligation equivalent in value “dollar for dollar” of currency, measurable in “**lawful money of the United States.**”
33. Although this has been public policy as a remedy for the discharge of debt in conjunction with removal of gold, silver and real money as legal tender currency by the same act of public policy in 1933, it has been a **difficult** concept to communicate for others to accept and to know what to do with it, so its never gained common use, and for obvious reasons the government has **discouraged** public understanding of the remedy and recovery under it and therefore it is **little known** and not generally accessed by the public, but it is still an obligation the United States has bound itself to and has provided for in statutory law. **It is the lawful duty of the United States to accept these non-cash accrual exchanges today as a matter of law and equity.**
34. That the “public policies” of House Joint Resolution 192 of 1933 are still in effect is evidenced by the other provisions of “public policy” it established that we can see along with these discussed. No one would attempt to demand payment in gold or a particular kind of coin or currency in use or think to write such an obligation into a contract, because the gold standard for currency is still suspended and the right to a “gold clause” to require payment in gold is still abrogated. Both are also part of “public policy” established in HJR-192.
35. The practical evidence and fact of the United States’ financial reorganization (bankruptcy) is still present today. When Treasury notes come due, they’re not paid. They are **refinanced** by new T-Bills and notes to back the currency and cover the debts; something that cannot be done with debt, **unless the debtor is protected from creditors in a bankruptcy reorganization** that is regularly being **restructured** to keep it going. Every time the Federal debt ceiling is raised by Congress they are restructuring the bankruptcy reorganization of the government’s debt so commerce can continue on.
36. The recovery remedy is maintained in law because it has to be to satisfy equity to its prime creditors. At this late time, the United States is neither expecting nor intending it to be generally accessed by the public. Regarding such instruments tendered to the Secretary, when public officials are put in a position to legally acknowledge or deny the authority or validity of the instruments, those in responsibility will not deny or dishonor it, or an instrument of discharge properly submitted for that purpose.
37. **It is a fact:** Title 31 USC § 3123 makes a statutory pledge of the United States government to payment of obligations and interest on the public debt.

**TITLE 31, SUBTITLE III, CHAPTER 31, SUBCHAPTER II, Sec. 3123. - Payment of obligations and interest on the public debt**

(a) The faith of the United States Government is pledged to pay, in **legal tender**, principal and interest on the obligations of the Government issued under this chapter.

(b) **The Secretary of the Treasury** shall pay interest due or accrued on the public debt.

38. **It is a fact:** Title 31 § 3130 further delineates in its definitions a portion of the total public debt which is held by the public as the "Net public debt."

**TITLE 31, SUBTITLE III, CHAPTER 31, SUBCHAPTER II, Sec. 3130. Annual public debt report**

(e) Definitions.

(2) Total public debt. - The term "total public debt" means the total amount of the obligations subject to the public debt limit established in section 3101 of this title.

(3) Net public debt. - The term "net public debt" means the portion of the total public debt which is held by the public.

39. **It is a fact:** § 3101 references guaranteed obligations held by the Secretary of the Treasury which are excepted and exempted from "the face amount of obligations whose principal and interest are guaranteed by the United States Government." Sec. 3101. - Public debt limit. (b) The face amount of obligations issued under this chapter and the face amount of obligations whose principal and interest are guaranteed by the United States Government (except guaranteed obligations held by the Secretary of the Treasury) may not be more than \$5,950,000,000,000, outstanding at one time, subject to changes periodically made in that amount as provided by law.

**PRIVATE BONDS, BONDED PROMISSORY NOTES, BILLS OF EXCHANGE**

40. Every day the United States Treasury department receives dozens or hundreds of instruments such as private bonds for setoff, bonded promissory notes, bills of exchange. Obviously some are valid and some are not.
41. While the U.S. Treasury makes statements that these instruments are fictitious, their actions speak louder than their words, i.e., these instruments are rarely, if ever, returned from the Treasury dishonored.
42. The Uniform Commercial Code informs us that parties may rely on their presentment of obligations as settled unless given a Notice of Dishonor, whether directly applicable to Treasury Dept. officers or not.

**UCC3-503. NOTICE OF DISHONOR**

...(b) Notice of dishonor may be given by any person; may be given by any commercially reasonable means, including an oral, written, or electronic communication; and is sufficient if it reasonably identifies the instrument and indicates that the instrument has been dishonored or has not been paid or accepted. Return of an instrument given to a bank for collection is sufficient notice of dishonor.

...(c) Subject to Section 3-504(c), with respect to an instrument taken for collection, notice of dishonor must be given.... within 30 days following the day on which the person receives notice of dishonor. With respect to any other instrument, notice of dishonor must be given within 30 days following the day on which dishonor occurs.

43. There is no basis or reason or plausible explanation for such **unexplained silence** with regard to **these** particular instruments, as if they are no good, the Treasury would dishonor them. If the Treasury fails to return or dishonor an unlawful instrument, the Treasury would be guilty of contributory negligence. Therefore, the Treasury's failure to dishonor the bonds, promissory notes, bills of exchange, and other instruments which it regularly receives from individuals, is a stamp of blessing upon the instruments.
44. Every branch of the Federal government including the Dept. of the Treasury, has developed elaborate libraries of computer generated form letters of statements and replies dealing with almost every possible question or

claim that could be made of any agency or department of the Federal government. The United States Treasury has an Office of Public Correspondence whose sole job it is to respond to communications from the general public. There is no communication sent to the U.S. Treasury that cannot be responded to as it may require.

45. Many categories of requests calling for response are **greater** in number than claims in equity for recovery to a Prime-creditor over the United States and some categories are **fewer** in number, yet be the requests greater or smaller in number or in complexity of response required, all these of a commercial nature are regularly and timely responded to.
46. There is virtually no written responses by the Federal government to this issue of recovery to the prime-creditors and holders in equity over the United States. The factually observable position of the Secretary of the Treasury and his department in response to THIS type of claim has been ABSOLUTE SILENCE, be they from bank, business or private person: No denial, disavowal, dishonor, or repudiation of such claims OR their basis in law and fact if they are not true, which in every other case of correspondence to the Federal government or the Department of Treasury dealing with any question, request or claim: any such false claim, misconception or mistaken understanding on the part of the general public is timely dealt with in every case by such form letters.
47. It is the **duty** of the United States Treasury to the commerce of the nation and in the interests of the general public whom it serves, to **quickly and conclusively quash and repudiate any such false understandings or claims of remedy in equity on recovery of the public debt in the commercial realm and it is easily within their power to do so.**
48. **The U.S. Treasury has not returned or otherwise dishonored in writing any bonds or bonded promissory notes, despite the fact the official US government directive (Alert 99-10) dealing with policy of the government toward fictitious or otherwise invalid instruments sent to the Treasury for collection states clearly "they will be returned to the sender."**
49. There is, therefore, no basis or reason or plausible explanation for such **unexplained silence** with regard to this particular class of instrument **except that a remedy in equity for recovery to the prime-creditors over the United States IS true and factual and CANNOT BE DENIED or DISHONORED in equity, and that such Bills of Acceptance in discharge of mutually offsetting obligations between the United States and its holders in equity as secured parties ARE, in fact, being kept, held without return or dishonor, accepted as obligations of the United States in the discharge and recovery of the public debt as they make claim on their face to the Secretary of the Treasury to be.**
50. Yet, conversely, these instruments are not resulting in the discharge of the debts of the principals/sureties for which the United States government is responsible, whether that is the fault of the Treasury or deceit and deception on the part of the debt collector, who refuses to credit the account.
51. When a Commercial Bank sends the instrument to the Secretary for discharge of its own obligations and a problem arises concerning the instrument, a commercial response of some kind is required. There is a legal liability of the government to a negotiable legal tender obligation upon the United States government sent to them for acceptance by a member Federal Reserve Bank after they received it and became responsible for it.
52. The U.S. Treasury has an obligation, as a department of government serving the public interest, to the bank which as a member of the Federal Reserve System that has a commercial obligation to an account holder and a 3rd party who tendered the item in payment, to tell them that it is no good or it is not going to be honored, even if they wanted to keep it for prosecution or investigation. This is in effect what Alert 99-10 says the government will do if it is no good.
53. Statutory law, regulation, or case law tells us about what the Treasury's obligation is. If the U.S. Treasury does not dishonor it in any way by return of the item or the sending of any notice to that effect, or make request for additional information or time for examination of the instrument, or give a statement of explanation indicating



the time frame for its review and settlement if it would be an inordinately lengthy time as longer than 60 days to finish with it, then the instrument has been accepted.

54. When the Treasury receives an instrument, and holds it, keeps it, and does not return or dishonor it within the allowed time, the instruments are accepted as an obligation of the United States in the discharge and recovery of the public debt as it makes claim on its face to be.
55. Put another way, if the bank had to pay the item to honor its customer agreement as if it had been a check, what would or could the bank be trying to do with it to finally settle the account? **The bank needs to treat the Instrument tendered as an obligation of the United States to the bank.** The tender of these instruments discharge the obligation of the debt for which they are delivered, and the payee becomes the new holder in due course and collection agent on the instruments.
56. The people can “accept for value” any public or private presentment/invoice for fine, fee, tax, debt or judgment and/or discharge the same with a Promissory Note, Bill of Exchange, Money Order or other commercial paper as necessary to carry on commerce.
57. If the above methods for discharging debt are not appropriate, the government has the duty to inform the people, upon request, how to properly discharge their debts pursuant to the government’s obligation to protect the interests of its Sureties.

#### USE OF GENERAL SERVICES ADMINISTRATION BONDS & THE PRISON INDUSTRY

58. The fiction-in-law *ens legis/trust*, often referred to as the *cestui qui trust*, addressed by government agencies in ALL CAPITAL LETTER NAMES, is a creation of the government, via the certificate of title known as the birth certificate. There is no evidence to rebut the fact that the fictional *ens legis*, having been created by the government, and owned by the government, comes under the definition of a vessel of the United States.
59. A vessel of the United States has been defined in Title 18, section 9, as “The term vessel of the United States as used in this title means a vessel belonging in whole or in part to the United States or any citizen thereof or any corporation created by or under the laws of the United States or any State or Territory or district or possession.”
60. A vessel of the United States has a number, i.e., a contract number, which in the case of the *ens legis/trust* is the social security number. This United States vessel also falls under the definition of a quasi-agency or agent of the United States government, and is treated as the office of a “person” under the codes and regulations of the government. The major contract resulting in the creation of the United States vessel/*ens legis/trust* is the social security application which resulted in a social security number being issued to the *ens legis/trust/vessel*, which social security contract was signed by the Living Man on behalf of the *ens legis/trust/vessel*.
61. All other adhesion contracts between the *ens legis/trust* and various government agencies, were signed on behalf of the *ens legis/trust* by the Living Man, who is operating, usually unknowingly, as the authorized representative for said trust, and whom the government apparently presumes to be the trustee of said *ens legis/trust/vessel*. Since the government allows and encourages the Living Man to sign contracts on behalf of the *ens legis/trust/vessel*, the presumption would be that the Living Man is the contracting officer for and on behalf of said *ens legis/trust*, a United States vessel.
62. There is no evidence that the Living Man is not the appointed contracting officer for said quasi-agency of the United States government, responsible for the upkeep, acquisition of necessities and oversight of any contracts and agreements entered into on behalf of the United States vessel. No contracts are created in behalf of, or in regard to, said government agency/vessel/*ens legis/trust*, without the signature of the contracting officer.

63. Since all contracts involving said *ens legis/trust* quasi-government agency/agent must be approved by the Living Man, then by definition, the Living Man is the warranted contracting officer in regard to the fictional *ens legis/trust* and the SSN contract number designated to said fiction.
64. There is no law which allows the United States government, any state government, any state or U.S. court, or any other person or entity, to sell bonds and/or securities bearing a defendant's name and social security number, without the defendant's knowledge and consent. To do so would appear to be securities fraud.
65. The profits received from the sale of bonds in the defendant's name, belong to the party whose name and contract number appear on the bonds.
66. Since the court silently and discretely profits from the sale of the defendant's bonds, without disclosure, this is another instance wherein the government has taken the property of one of the people without due process, and without just compensation.
67. When the court sells the defendant's judgment, it puts the defendant in prison as surety for the unpaid debt, all of which is done without disclosure. It is a conflict of interest for the court, or the prosecutor's office, or the Department of Justice, to profit from the conviction of a party before the court. It robs the justice system of any semblance of "justice." It is a clear conflict of interest because the prosecutors and the judges all know that a conviction, regardless of whether the party is innocent, will mean money in their coffers.
68. The Court, through presumption and deceit, caused an injury to the Living Man by ordering his incarceration as surety for the undisclosed debt of the *ens legis/trust*, incurred at the hands of the court through the sale of the Judgment by way of General Services Administration Bonds, or otherwise.
69. The government must provide a remedy to the prisoner, a way for the prisoner to redeem the bonds which were sold in the of name the *ens legis/trust*. If the prisoner is denied a remedy, then the government's acts must be declared unlawful, and the prisoner must be released.
70. The Living Man, as contract officer, has a right to redeem said securities because the U.S. government has an obligation to discharge the debts of the Sureties whose property became the collateral pledged by the United States in the Bankruptcy, as explained above. That the Living Man, as contract officer, has a right to order the release of the lien on the real property and the release of the escrow account.
71. 48 CFR Ch. 1 53.228 Bonds and insurance. General Services Administration bonds, GSA forms Of 90 Release of Lien on Real Property, Of 91 Release of Personal Property from Escrow, sf28 Affidavit of Individual Surety, and various bid, performance and payment bonds, such as sf24 Bid Bond, sf25 Performance Bond and sf25A Payment Bond, sf 1418 Performance Bond, sf 1416 Payment bond, as well as the Miller Act bonds sf 273 Bid Bond, sf 274 Performance Bond and sf 275 Payment Bond are viable options for the INDICTMENT to use to replace and redeem the bonds sold by the Court in regard to the indictment / judgment and sentence. If this is not so, then please provide the proper remedy here and now.
72. The Treasury can profit by the use of the GSA bonds submitted to it for discharge of the accused judgment bonds, by using the bonds as Collateral Debt Obligations, as the bonds are backed with a Registered Debt Security (i.e., the Citizenship/Naturalization and Social Security Certificate).
73. The United States government and state governments have profited by the massive accusations and conviction/defendants, many of whom are innocent, but nonetheless are being prosecuted due to the profit motive, which is a conflict of interest, and a taking of property without just compensation, and without disclosure.
74. The United States has the largest prison population, per capita, in the world, and it can be laid directly at the feet of the profit-making scheme employed by the courts of the nation, as a money-making scam used against the population, **in violation of the government's only excuse for existence, which is to protect the rights of the people.**

**AFFIDAVIT OF INDIVIDUAL SURETY**

(See instructions on reverse)

OMB Number: 9000-0001  
Expires: 09/30/2011

Public reporting burden for this collection of information is estimated to average 0.4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Regulatory Secretariat (VPR), Office of Acquisition Policy, GSA, Washington, DC 20405.

STATE OF <b>NEW YORK</b>	<b>SS.</b>
COUNTY OF <b>NASSAU</b>	

I, the undersigned, being duly sworn, depose and say that I am: (1) the surety to the attached bond(s); (2) a citizen of the United States; and of full age and legally competent. I also depose and say that, concerning any stocks or bonds included in the assets listed below, that there are no restrictions on the resale of these securities pursuant to the registration provisions of Section 5 of the Securities Act of 1933. I recognize that statements contained herein concern a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent statement may render the maker subject to prosecution under Title 18, United States Code Sections 1001 and 494. This affidavit is made to induce the United States of America to accept me as surety on the attached bond.

1. NAME (First, Middle, Last) (Type or Print)  <b>BEATA GIZELLA MONTAY PRIORE aka BEATRIX</b>	2. HOME ADDRESS (Number, Street, City, State, ZIP Code)  <b>USA Citizenship #A-465253 Application #A10996879 New York</b>
3. TYPE AND DURATION OF OCCUPATION  <b>SURETY / LIFETIME</b>	4. NAME AND ADDRESS OF EMPLOYER (If Self-employed, so State) <b>US.District Court, 700 Civic Center, Dr.W. Santa Ana.CA 92701</b>
5. NAME AND ADDRESS OF INDIVIDUAL SURETY BROKER USED (Number, Street, City, State, ZIP Code)  <b>DEPOSITORY TRUSTCOMPANY 55WATER ST.NYNY10041</b>	6. TELEPHONE NUMBER  <b>HOME - BUSINESS -</b>

7. THE FOLLOWING IS A TRUE REPRESENTATION OF THE ASSETS I HAVE PLEDGED TO THE UNITED STATES IN SUPPORT OF THE ATTACHED BOND:  
(a) Real estate (Include a legal description, street address and other identifying description; the market value; attach supporting certified documents including recorded lien; evidence of title and the current tax assessment of the property. For market value approach, also provide a current appraisal.)

SA CR 08-00180

(b) Assets other than real estate (describe the assets, the details of the escrow account, and attach certified evidence thereof).  
**US Citizenship #A-465253 Application #A10996879 NEW YORK STATE and Social Security account # 051-38-2611/bonded account F25063139 Original in possession of the United States and /ot D.T.C.C.**

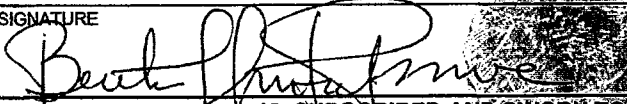
8. IDENTIFY ALL MORTGAGES, LIENS, JUDGEMENTS, OR ANY OTHER ENCUMBRANCES INVOLVING SUBJECT ASSETS INCLUDING REAL ESTATE TAXES DUE AND PAYABLE.

**US.District Court, Central District of California  
700 Civic Center, Dr. W.  
Santa Ana. CA 92701**


9. IDENTIFY ALL BONDS, INCLUDING BID GUARANTEES, FOR WHICH THE SUBJECT ASSETS HAVE BEEN PLEDGED WITHIN 3 YEARS PRIOR TO THE DATE OF EXECUTION OF THIS AFFIDAVIT.

**BID BOND ISSUED BT US DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA, CASE NO: SA CR 08-00180, GSA Bond of 90, of 91, sf24, sf25, sf25A, sf28, sf273, sf274 and sf 275, USA Citizenship #A-465253 Application #A10996879, Social Security account # 051-38-2611/bonded account F25063139**

**DOCUMENTATION OF THE PLEDGED ASSET MUST BE ATTACHED.**

10. SIGNATURE 	11. BOND AND CONTRACT TO WHICH THIS AFFIDAVIT RELATES (Where Appropriate) <b>SF24,25, 28,25,25A,28,273,274,275,contract #051-38-2611NY.</b>
-----------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------

**12. SUBSCRIBED AND SWORN TO BEFORE ME AS FOLLOWS:**

a. DATE OATH ADMINISTERED MONTH DAY YEAR <b>Sept 15th 2011</b>	b. CITY AND STATE (Or other jurisdiction) <b>Green Cove, New York</b>	<b>KARIN HANCOCK</b> Notary Public, State of New York Qualified in Nassau County Commission Expires March 30, 2015 HA484966B
c. NAME AND TITLE OF OFFICIAL ADMINISTERING OATH (Type or print) <b>KARIN HANCOCK</b>	d. SIGNATURE 	

RELEASE OF LIEN ON REAL PROPERTY

Whereas BEATA GIZELLA PRIORE, of USA Citizenship # A-465253, by a bond  
(Name) (Place of Residence)

for the performance of U.S. Government Contract Number 051-38-2611,

became a surety for the complete and successful performance of said contract, which bond includes a lien upon certain real property further described hereafter, and

Whereas said surety established the said lien upon the following property

US District Court, Southern District of California, Santa Ana, Div., Case No:SA CR 08-00180; Accused; see GSA forms of 90, 91, sf28, sf24, sf25, sf25A, sf273, sf274 and sf275.

COPIES

and recorded this pledge on Case No:SA CR 08-00180  
(Name of Land Records)

in the US district court central division, Santa Ana of CALIFORNIA,  
(Locality) (State)

and  
Whereas, I, Beata Gizella of the family Montay Priore, being a duly

authorized representative of the United States Government as a warranted contracting officer, have determined that the lien is no longer required to ensure further performance of the said Government contract or satisfaction of claims arising therefrom,

and

Whereas the surety remains liable to the United States Government for continued performance of the said Government contract and satisfaction of claims pertaining thereto.

Now, therefore, this agreement witnesseth that the Government hereby releases the aforementioned line.

[Date] September 15<sup>th</sup> 2011

[Signature] Beata Priore  
Seal 

**RELEASE OF PERSONAL PROPERTY FROM ESCROW**

Whereas BEATA GIZELLA PRIORE, of USA Citizenship # A-465253, by a bond  
(Name) (Place of Residence)  
for the performance of U.S. Government Contract Number 051-38-2611,  
became a surety for the complete and successful performance of said contract, and Whereas said  
surety has placed certain personal property in escrow

in Account Number Case No:SA CR 08-00180 on deposit  
at US DIST COURT FOR THE CENTRAL DIST OF CA., SOUTHERN DIVISION  
(Name of Financial Institution)

located at DISTRICT COURT, 4TH STREET, SANTA ANA, ORANGE COUNTY CA., and  
(Address of Financial Institution)

Whereas I, Beata Gizella of the family Montay Priore, being a duly authorized  
representative of the United States government as a warranted contracting officer, have determined  
that retention in escrow of the following property is no longer required to ensure further performance  
of the said Government contract or satisfaction of claims arising therefrom:

US District Court, Southern District of California, Santa Ana, Div., Case No:08SC69501; Accused; see  
GSA forms of 90, 91, sf28, sf24, sf25, sf25A, sf273, sf274 and sf275.

COPY


and

Whereas the surety remains liable to the United States Government for the continued performance of  
the said Government contract and satisfaction of claims pertaining thereto.

Now, therefore, this agreement witnesseth that the Government hereby releases from escrow the  
property listed above, and directs the custodian of the aforementioned escrow account to deliver the  
listed property to the surety. If the listed property comprises the whole of the property placed in  
escrow in the aforementioned escrow account, the Government further directs the custodian to close  
the account and to return all property therein to the surety, along with any interest accruing which  
remains after the deduction of any fees lawfully owed to

US DIST COURT,CENTRAL DIST OF CALIF.,SOUTHERN DIVISION  
(Name of Financial Institution)

[Date] September 15<sup>th</sup> 2011

[Signature] Beata Gizella Priore  
Seal 



**BID BOND**  
( See instructions on reverse )

DATE BOND EXECUTED (Must not be later than bid opening date)

09/15/2011

OMB NO.: 9000-0045  
Expires: 11/30/2012

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL (Legal name and business address)  
**BEATA GIZELLA MONTAY PRIORE AKA BEATRIX**  
 US.District Court, Central Dist of California, Southern Division  
 700 Civic Center, Dr. W  
 Santa Ana, CA

TYPE OF ORGANIZATION ("X" one)  
 INDIVIDUAL       PARTNERSHIP  
 JOINT VENTURE       CORPORATION  
 STATE OF INCORPORATION  
 USA Citizenship # A-465253, New York

SURETY(IES) (Name and business address)  
**BEATA GIZELLA MONTAY PRIORE AKA BEATRIX**  
 55 Water Street  
 New York, New York 10041

COPY

PENAL SUM OF BOND					BID IDENTIFICATION	
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.
	MILLION (S)	THOUSAND(S)	HUNDRED(S)	CENTS	09/22/2011	SA CR 08-00180
100%					FOR (Construction, supplies, or Services)	N/A

**OBLIGATION**

We, the Principal and Surety (ies) are firmly bound to the United States of America (hereinafter call the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit or liability is the full amount of the penal sum.

**CONDITIONS:**  
 The principal has submitted the bid identified above.

**THEREFORE:**  
 The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to executes such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each surety executing this instrument agrees that its obligations is not impaired by any extension(s) of the time for acceptance of the bid that the principal may grant to the Government. Notice to the surety (ies) of extensions (s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the periods originally allowed for acceptance of the bid.

**WITNESS**  
 The principal and Surety (ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL			
SIGNATURE(S)	1.  (Seal)	2. (Seal)	3. (Seal)
NAME(S) & TITLE(S) (Typed)	1. BEATA GIZELLA PRIORE	2.	3.



INDIVIDUAL SURETY(IES)			
SIGNATURE(S)	1.  (Seal)	2. (Seal)	3. (Seal)
NAME(S) (Typed)	1. Beata Gizella Montay Priore	2.	3.

CORPORATE SURETY(IES)				
SURETY A	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)
	SIGNATURE(S)	1.	2.	Corporate Seal
	NAME(S) & TITLE(S) (Typed)	1.	2.	

<b>PERFORMANCE BOND</b> <i>(See instructions on reverse)</i>	DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i> 09/15/2011	OMB No.: <b>9000-0045</b> Expires: 11/30/2012
-----------------------------------------------------------------	---------------------------------------------------------------------------------------	--------------------------------------------------

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405

PRINCIPAL <i>(Legal name and business address)</i> <b>BEATA GIZELLA MONTAY PRIORE</b> US District Court, Central Dist of California, Southern Division 700 Civic Center, Dr. W Santa Ana, CA	TYPE OF ORGANIZATION ("X" one) <input checked="" type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION
STATE OF INCORPORATION <b>USACitizenship #A-465253 NEW YORK STATE</b>	

SURETY(IES) <i>(Name(s) and business address(es))</i> <b>BEATA GIZELLA MONTAY PRIORE</b> 55 Water Street New York, New York 10041	<b>PENAL SUM OF BOND</b>			
MILLION(S)		THOUSANDS	HUNDRED(S)	CENTS
CONTRACT DATE			CONTRACT NO.	
07/03/2008			SA CR 08-00180	

COPY

**OBLIGATION**

We, the Principal and Surety (ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS**

The Principal has entered into the contract identified above.

**THEREFORE**

The above obligation is void if the Principal-

(a)(1) Performs and fulfills all the undertaking, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice of the Surety(ies) and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contracts is subject to the Miller Act, (40 U.S.C. 270a-270e), which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

**WITNESS**

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

<b>PRINCIPAL</b>			
SIGNATURE(S)	1.  (Seal)	2. (Seal)	3. (Seal)
NAME(S) & TITLE(S) <i>(Typed)</i>	1. <b>BEATA GIZELLA PRIORE,</b>	2.	3.



<b>INDIVIDUAL SURETY(IES)</b>			
SIGNATURE(S)	1.  (Seal)	2. (Seal)	3. (Seal)
NAME(S) <i>(Typed)</i>	1. <b>Beata Gizella Priore, principal</b>	2.	3.



<b>CORPORATE SURETY(IES)</b>			
<b>SURETY A</b>	NAME & ADDRESS	1.	STATE OF INC.
	SIGNATURE(S)	1.	LIABILITY LIMIT (\$)
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.





**PAYMENT BOND**  
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)  
09/15/2011

OMB No.:9000-0045  
Expires: 11/30/2012

Public reporting burden for this collection of information is estimate to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL (Legal name and business address) BEATA GIZELLA MONTAY PRIORE	TYPE OF ORGANIZATION ("X" one)			
	<input checked="" type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> CORPORATION	
SURETY(IES) (Name(s) and business address(es)) BEATA GIZELLA MONTAY PRIORE 55 Water Street New York, New York 10041	STATE OF INCORPORATION USACitizenship #A-465253 NEW YORK STATE			
	PENAL SUM OF BOND			
MILLION(S)		THOUSAND(S)	HUNDRED(S)	CENTS
CONTRACT DATE 07/03/2008		CONTRACT NO. SA CR 08-00180		

COPY

**OBLIGATION:**

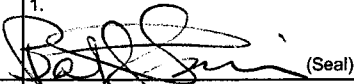


We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. for payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

**WITNESS:**

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

PRINCIPAL				
SIGNATURE(S)	1.  (Seal)	2. (Seal)	3. (Seal)	
NAME(S) & TITLE(S) (Typed)	1. BEATA GIZELLA PRIORE Principal	2.	3.	
INDIVIDUAL SURETY(IES)				
SIGNATURE(S)	1.  (Seal)	2. (Seal)	3. (Seal)	
NAME(S) (Typed)	1. Beata Gizella Priore	2.	3.	
CORPORATE SURETY(IES)				
SURETY A	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$
	SIGNATURE(S)	1.	2.	Corporate Seal
	NAME(S) & TITLE(S) (Typed)	1.	2.	

**REINSURANCE AGREEMENT FOR A MILLER ACT PERFORMANCE BOND**

(See instructions on reverse)

OMB No.: 9000-0045

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

1. DIRECT WRITING COMPANY* BEATA GIZELLA MONTAY PRIORE US.District Court, Central Dist of California, Southern Division 700 Civic Center, Dr. W Santa Ana, CA 92701	1A. DATE DIRECT WRITING COMPANY EXECUTES THIS AGREEMENT 09/15/2011 1B. STATE OF INCORPORATION NEW YORK
2. REINSURING COMPANY* BEATA GIZELLA MONTAY PRIORE 55 Water Street New York, New York 10041	2A. AMOUNT OF THIS REINSURANCE (\$)  2B. DATE REINSURING COMPANY EXECUTES THIS AGREEMENT 09/15/2011 2C. STATE OF INCORPORATION NEW YORK

COPY

3. DESCRIPTION OF CONTRACT		4. DESCRIPTION OF BOND	
3A. AMOUNT OF CONTRACT		4A. PENAL SUM OF BOND	
3B. CONTRACT DATE 07/03/2008	3C. CONTRACT NO. 051-38-2611	4B. DATE OF BOND 09/15/2011	4C. BOND NO. F25063139
3D. DESCRIPTION OF CONTRACT BID BOND CASE # SA CR 08-00180 US DISTRICT COURT CENTRAL DISTRICT OF CALIFORNIA SOUTHERN DIVISION 700 Civic Center, Dr. W. Santa Ana. CA 92701		4D. PRINCIPAL* Beata Gizella Montay Priore aka Beatrix 386 Glen Cove Ave Glen Head, New York State (11545) non domestic without the US	
3E. CONTRACTING AGENCY BEATA GIZELLA PRIORE		4E. STATE OF INCORPORATION (if Corporate Principal) N/A	

**AGREEMENT:**

(a) The Direct Writing Company named above is bound as surety to the United States of America on the performance bond described above, wherein the above described is the principal, for the protection of the United States on the contract described above. The contract is for the construction, alteration, or repair of a public building or public work of the United States and the performance bond was furnished to the United States under the Act of August 24, 1935, as amended (40 U.S.C. 270a-280e), known as the Miller Act. The Direct Writing Company has applied to the Reinsuring Company named above to be reinsured and counter secured in the amount shown opposite the name of the Reinsuring Company (referred to as the "Amount of this Reinsurance"), or for whatever amount less than the "Amount of this Reinsurance" the Direct Writing Company is liable to pay under or by virtue of the performance bond.

(b) For a sum mutually agreed upon, paid by the Direct Writing Company to the Reinsuring Company which acknowledges its receipt, the parties to this Agreement covenant and agree to the terms and conditions of the agreement.

**TERMS AND CONDITIONS:**

(a) The purpose and intent of this agreement is to guarantee and indemnify the United States against loss under the performance and to the extent of the "Amount of this Reinsurance," or any sum less than the "Amount of this Reinsurance" that is owing and unpaid by the Direct Writing Company to the United States under the performance bond.

(b) If the Direct Writing Company fails to pay any default under the performance bond equal to or in excess of the "Amount of this Reinsurance," the Reinsuring Company covenants and agrees to pay to the United States, the obligee on the performance bond, the "Amount of this Reinsurance." If the Direct Writing Company fails to pay to the United States any default for a sum less than the "Amount of this Reinsurance" the Reinsuring Company covenants and agrees to pay to the United States the full amount of the default, or so much thereof that is not paid to the United States by the Direct Writing Company.


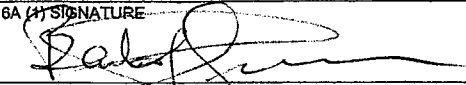
(c) If there is a default on the performance bond for the "Amount of this Reinsurance," or more, the Reinsuring Company and the Direct Writing Company hereby covenant and agree that the United States may bring suit against the Reinsuring Company for the "Amount of this Reinsurance" or, in case the amount of the default is for less than the "Amount of this Reinsurance," for the full amount of the default.

**WITNESS:**

The Direct Writing Company and the Reinsuring Company, respectively, have caused this Agreement to be signed and impressed with their respective corporate seals by offices possessing power to sign this instrument, and to be duly attested by officers empowered thereto, on the day and date above written opposite their respective names.

\*Items 1, 2, 4D - Furnish legal name, business address and ZIP Code.

(Over)

5. DIRECT WRITING COMPANY		
5A(1) SIGNATURE 	(2) ATTEST: SIGNATURE	Corporate Seal
5B(1) NAME AND TITLE (Typed) BEATA GIZELLA PRIORE, GRANTOR	(2) NAME AND TITLE (Typed)	
6. REINSURING COMPANY		
6A(1) SIGNATURE 	(2) ATTEST: SIGNATURE	Corporate Seal
6B(1) NAME AND TITLE (Typed) BEATA GIZELLA PRIORE, AUTHORIZED REP.	(2) NAME AND TITLE (Typed)	

**INSTRUCTIONS**

This form is to be used in cases where it is desired to cover the excess of a Direct Writing Company's underwriting limitation by reinsurance instead of co-insurance on Miller Act performance bonds running to the United States. See FAR (48 CFR) 28.202-1 and 53.228(h).

Execute and file this form as follows:

Original and copies (as specified by the bond-approving officer), signed and sealed, shall accompany the bond or be filed within the time period shown in the bid or proposal.

One carbon copy, signed and sealed, shall accompany the Direct Writing Company's quarterly Schedule of Excess Risks filed with the Department of the Treasury.

Other copies may be prepared for the use of the Direct Writing Company and Reinsuring Company. Each Reinsuring Company should use a separate form.

**REINSURANCE AGREEMENT FOR A MILLER ACT PAYMENT BOND**

(See instruction on reverse)

OMB No.: 9000-0045

Expires: 11/30/2012

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

1. DIRECT WRITING COMPANY* <b>BEATA GIZELLA MONTAY PRIORE</b> US.District Court, Central Dist of California, Southern Division 700 Civic Center, Dr. W Santa Ana, CA		1A. DATE DIRECT WRITING COMPANY EXECUTES THIS AGREEMENT 09/15/2011	
		1B. STATE OF INCORPORATION New York	
2. REINSURING COMPANY* <b>BEATA GIZELLA MONTAY PRIORE</b> 55 Water Street New York, New York 10041		2A. AMOUNT OF THIS REINSURANCE \$	
		2B. DATE REINSURING COMPANY EXECUTES THIS AGREEMENT 09/15/2011	
		2C. STATE OF INCORPORATION NEW YORK	
3. DESCRIPTION OF CONTRACT 3A. AMOUNT OF CONTRACT		4. DESCRIPTION OF BOND 4A. PENAL SUM OF BOND	
3B. CONTRACT DATE 07/03/2008	3C. CONTRACT NO. 051-38-2611	4B. DATE OF BOND 09/15/2011	4C. BOND NO. F25063139
3D. DESCRIPTION OF CONTRACT BID BOND CASE # SA CR 08-00180 US DISTRICT COURT CENTRAL DISTRICT OF CALIFORNIA SOUTHERN DIVISION 700 Civic Center, Dr. W. Santa Ana, CA, 92701		4D. PRINCIPAL* Beata Gizella Montay Priore aka Beatrix 386 Glen Cove Ave Glen Head, New York State (11545) non domestic without the US	
3E. CONTRACTING AGENCY BEATA GIZELLA PRIORE		4E. STATE OF INCORPORATION (if Corporate Principal) N/A	

COPY

**AGREEMENT:**

(a) The Direct Writing Company named above is bound as a surety on the payment bond described above, wherein the above described is the principal, for the protection of all persons supplying labor and material on the contract described above, which is for the construction, alteration, or repair of a public building or public work of the United States. The payment bond is for the use of persons supplying labor or material, and is furnished to the United States under the Act of August 24, 1935, as amended (40 U.S.C. 270a-270e), known as the Miller Act. The Direct Writing Company has applied to the Reinsuring Company named above to be reinsured and counter-secured in the amount above opposite the name of the Reinsuring Company (referred to as "Amount of this Reinsurance"), or for whatever amount less than the "Amount of this Reinsurance" the Direct Writing Company is liable to pay under or by virtue of the payments bond.

(b) For a sum mutually agreed upon, paid by the Direct Writing Company to the Reinsuring Company which acknowledges its receipt, the parties to this Agreement covenant and agree to the terms and conditions of this agreement.

**TERMS AND CONDITIONS:**

The purpose and intent of this agreement is (a) to guarantee and indemnify the persons who have furnished to supplied labor or material in the prosecution of the work provided for in the contract referred to above (hereinafter referred to as "laborers and materialmen," the term "materialmen" including persons having a direct contractual relation with a subcontractor but no contractual relationship expressed or implied with the contractor who has furnished the said payment bond) against loss under the payment bond to the extent of the "amount of this Reinsurance," or for any sum less than the "Amount of this Reinsurance," that is owing and unpaid by the Direct Writing Company to the "laborers and materialmen" on the payment bond; and (b) to make the "laborers and materialmen" obligees under this Reinsurance Agreement to the same extent as if their respective names were written herein.

**THEREFORE:**

1. The Reinsuring Company covenants and agrees -

(a) To pay the "Amount of this Reinsurance" to the "laborers and materialmen" in the event of the Direct Writing Company's failure to pay to the "laborers and materialmen" any default under the payment bond equal to or in excess of the "Amount of this Reinsurance"; and

(b) To pay (1) the full amount to the "laborers and materialmen," or (2) the amount not paid to them by the Direct Writing Company; in case the Direct Writing Company fails to pay the "laborers and materialmen" any default under the payment bond less than the "Amount of this Reinsurance."

\*Items 1, 2, 4D - furnished legal name, business address and ZIP Code. (Over)

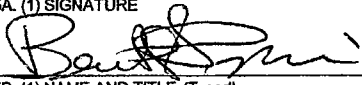

2. The Reinsuring Company and the Direct Writing Company covenant and agree that, in the case of default on the payment bond for the "Amount of this Reinsurance," or more, the persons given a "right of action" or a "right to sue" on the payment bond by section 2(a) of the Miller Act (40 U.S.C. 270b(a)) may bring suit against the Reinsuring Company in the United States District Court for the district in which the contract described above is to be performed and executed for the "Amount of this Reinsurance" or, if the amount of the default is for less than the "Amount of this Reinsurance," for whatever the full amount of the default may be. The Reinsuring Company further covenants and agrees to comply with all requirements necessary to give such court jurisdiction, and to consent to determination of matters arising under this Reinsurance Agreement in accordance with the law and practice of the court. It is expressly understood by the parties that the rights, powers, and privileges which they might have under the statutes of the United States, any States, or the other laws of ether, and should not be construed as limitations.

3. The Reinsuring Company and the Direct Writing Company further covenant and agree that the Reinsuring Company designates the process agent, appointed by the Direct Writing Company in the district in which the contract is to be performed and executed, as an agent to accept service of process in any suit instituted on this Reinsurance Agreement, and that the process agent shall send, by registered mail, to the Reinsuring Company at its principal place of business shown above, a copy of the process.

4. The Reinsuring Company and the Direct Writing Company further covenant and agree that this Reinsurance Agreement is an integral part of the payment bond.

WITNESS:

The Direct Writing Company and the Reinsuring Company, respectively, have caused this Agreement to be signed and impressed with their respective corporate seals by officers possessing the power to sign this instrument, and to be duly attested to by officers empowered thereto, on the day and date in Item 1A written opposite their respective names.

5. DIRECT WRITING COMPANY		
5A. (1) SIGNATURE 	(2) ATTEST SIGNATURE	Corporate Seal
5B. (1) NAME AND TITLE (Typed) BEATA GIZELLA PRIORE, GRANTOR	(2) NAME AND TITLE (Typed)	
6. REINSURING COMPANY		
6A. (1) SIGNATURE 	(2) ATTEST SIGNATURE	Corporate Seal
6B. (1) NAME AND TITLE (Typed) BEATA GIZELLA PRIORE, AUTHORIZED REP	(2) NAME AND TITLE (Typed)	

**INSTRUCTIONS**

This form is to be used in cases where it is desired to cover the excess of a Direct Writing Company's underwriting limitation by reinsurance instead of co-insurance on Miller Act payment bonds running to the United States. See FAR (48 CFR) 28.202-1 and 53.228(i).

Execute and file this form as follows:

Original and copies (as specified by the bond-approving officer), signed and sealed, shall accompany the bond or be filed within the time period shown in bid or proposal.

One carbon copy, signed and sealed, shall accompany the Direct Writing Company's quarterly Schedule of Excess Risks filled with the Department of Treasury.

Other copies may be prepared for the use of the Direct Writing Company and Reinsuring Company. Each Reinsuring Company should use a separate form.



**REINSURANCE AGREEMENT IN FAVOR OF THE UNITED STATES**

(See instructions on reverse)

OMB No.: 9000-0045  
Expires: 11/30/2012

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

1. DIRECT WRITING COMPANY* BEATA GIZELLA MONTAY PRIORE US.District Court, Central Dist of California, Southern Division 700 Civic Center, Dr. W Santa Ana, CA	1A. DATE DIRECT WRITING COMPANY EXECUTES THIS AGREEMENT 09/15/2011 1B. STATE OF INCORPORATION NEW YORK
2. REINSURING COMPANY* BEATA GIZELLA MONTAY PRIORE 55 Water Street New York, New York 10041	2A. AMOUNT OF THIS REINSURANCE (\$) 2B. DATE REINSURING COMPANY EXECUTES THIS AGREEMENT 09/15/2011 2C. STATE OF INCORPORATION NEW YORK
3. DESCRIPTION OF BOND	
3A. DESCRIPTION OF BOND (Type, purpose etc.) (if associated with contract number, date, amount, etc., include name of Government agency involved.) PAYMENT BOND Payment/sttlement of Contract / Case No: SA CR 08-00180 US DISTRICT COURT CENTRAL DISTRICT OF CALIFORNIA SOUTHERN DIVISION 700 Civic Center, Dr. W. Santa Ana. CA 92701	3B. PENAL SUM OF BOND \$ 3C. DATE OF BOND 09/15/2011 3D. BOND NO. F25063139 3E. PRINCIPAL* Beata Gizella Montay Priore aka Beatrix 386 Glen Cove Ave Glen Head, New York State (11545) non domestic without the US 3F. STATE OF INCORPORATION (if Corporate Principal) N/A

COPY

**AGREEMENT:**

(a) The Direct Writing Company named above is bound as surety to the United States of America, on the bond described above, wherein the above-named is the principal. The bond is given for the protection of the United States and the Direct Writing Company has applied to the above Reinsuring Company to be reinsured and counter-secured in the amount shown opposite the name of the Reinsuring Company (referred to as the "Amount of this Reinsurance"), or for whatever amount less than the "Amount of this Reinsurance" the Direct Writing Company is liable to pay under or by virtue of the bond.

(b) For a sum mutually agreed upon, paid by the Direct Writing Company to the Reinsuring Company which acknowledges its receipt, the parties to this Agreement covenant and agree to the terms and conditions of this agreement.

**TERMS AND CONDITIONS:**

The purpose and intent of this agreement is to guarantee and indemnify the United States against loss under the bond to the extent of the "Amount of this Reinsurance," or for any less sum than the "Amount of this Reinsurance," that is owing and unpaid by the Direct Writing Company to the United States.

**THEREFORE:**

1. If the Direct Writing Company fails to pay any default under the bond equal to or in excess of the "Amount of this Reinsurance," the Reinsuring Company covenants and agrees to pay to the United States, the obligee on the bond, the "Amount of this Reinsurance." If the Direct Writing Company fails to pay to the United States any default for a sum less than the "Amount of this Reinsurance," the Reinsuring Company covenants and agrees to pay to the United States the full amount of the default, or so much thereof that is not paid to the United States by the Direct Writing Company.





2. The Reinsuring Company further covenants and agrees that in case of default on the bond for the "Amount of this Reinsurance," or more, the United States may sue the Reinsuring Company for the "Amount of this Reinsurance" or for the full amount of the default when the default is less than the "Amount of this Reinsurance."

**WITNESS**

The Direct Writing Company and the Reinsuring Company, respectively, have caused this Agreement to be signed and impressed with their respective corporate seals by officers possessing power to sign this instrument, and to be duly attested to by officers empowered thereto, on the day and date above -- written opposite their respective names.

(Over)

\*Items 1, 2, 3E - Furnish legal name, business address and ZIP Code.

4. DIRECT WRITING COMPANY		
4A.(1). SIGNATURE 	(2). ATTEST: SIGNATURE	
4B.(1). NAME AND TITLE (Typed) BEATA GIZELLA PRIORE, Grantor/Beneficiary	4B.(2). NAME AND TITLE (Typed)	
5. REINSURING COMPANY		
5A.(1). SIGNATURE 	(2). ATTEST: SIGNATURE	
5B.(1). NAME AND TITLE (Typed) BEATA GIZELLA PRIORE, Authorized Representative	5B.(2). NAME AND TITLE (Typed)	

**INSTRUCTIONS**

This form is to be used in cases where it is desired to cover the excess of a Direct Writing Company's underwriting limitation by reinsurance instead of co-insurance on bonds running to the United States except Miller Act Performance and Payment Bonds. See FAR (48 CFR) 28.202-1 and 53.228(j) and 31 CFR 223.11(b)(1). If this form is used to reinsure a bid bond, the "Penal Sum of Bond" and "Amount of this Reinsurance" may be expressed as percentage of the bid provided the actual amounts will not exceed the companies' respective underwriting limitations.

Execute and file this form as follows:

Original and copies (as specified by the bond-approving officer), signed and sealed, shall accompany the bond or be filed within the time period shown in the bid or proposal.

One carbon copy, signed and sealed, shall accompany the Direct Writing Company's quarterly Schedule of Excess Risks filed with the Department of Treasury.

Other copies may be prepared for the use of the Direct Writing Company and Reinsuring Company. Each Reinsuring Company should use a separate form.



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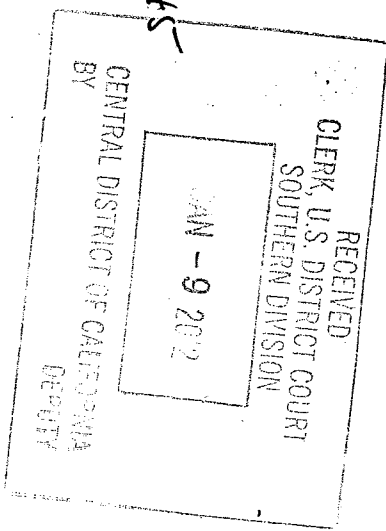
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Glen Head NY 11545

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