

# Notice of Rights and of Rights billed, of Frightened family and Michael David Beiter Jr., and other notices

Mailings In Care Of:  
5250 NE 160<sup>th</sup> Avenue, Williston, Florida  
(For Postal Use Only: Zoning Improvement Plan numbered 32696)  
America the Beautiful

5-29-2008

Attn: Quorum of Grand Jury regarding "FGJ 05-10-04 FTL" or "FGJ 06-04-03" or "CASE NO: 07-6317-SNOW"  
or "FGJ 07-1005 FTL"

299 East Broward Boulevard, 1<sup>st</sup> Floor  
Fort Lauderdale, Florida (FPUO 33301)

Delivery Confirmation ("U.S.") mailed article numbered 0306 0302 0005 1659 0813, proof of acceptance of terms attached

Dear and precious neighbors:

According a common-sense interpretation to this list of certified, registered and other mailed articles numbered as listed, the list specifies actual (documented) knowledge that readers of this mailing either knew or should have known before receiving this mailing (knew or should have known, in order so that the grand jury is informed and without bias, per the constitutional wants for grand jury specified upon the first enclosure herewith, where the first enclosure that is enclosed herewith relates specifically to grand juries):

1. Registered ("U.S.") mailed article numbered RB328913329US;
2. Registered ("U.S.") mailed article numbered RB328913315US;
3. Registered ("U.S.") mailed article numbered RB328913346US;
4. Registered ("U.S.") mailed article numbered RB328913363US;
5. Registered ("U.S.") mailed article numbered RB328913385US;
6. Registered ("U.S.") mailed article numbered RB328913394US;
7. Certified ("U.S.") mailed article numbered 7004 1160 0001 6240 6033;
8. Delivery Confirmation ("U.S.") mailed article numbered 0306 1070 0003 0050 0566;
9. Express ("U.S.") mailed article numbered EB194767180US.
10. (List of articles mailed, and numbered, is continued on *third* enclosure).

Since a prudent man would research, and carefully, each seeming legal threat that approaches while the seeming legal threat is still many steps distant, I did research. My research prompts what I believe is my prudent nature, and our prudent natures, to make and send this notice that is being sent and received with return receipt requested (that is, proof of acceptance of terms requested).

I did read, for comprehension and upholding, the text on both the Constitution for the United States of America and the Bill of Rights.

We and our four children want to "be," and want to "be" without involvement of government in whatever way constitutionally possible, wherever constitutionally possible, whenever constitutionally possible, however constitutionally possible (rather than using hyperactive clauses or extraconstitutional activity except activity rightfully ours per Article IX for the Bill of Rights), and as entities noncommercially accessing rights to, and of, Article IX of the bill of rights, "whyever."

Unless that is a crime, and we have the documented presumption and knowledge that that is other than a crime, it is our hope and expectation, based upon the actual documented knowledge that is herewith enclosed, that **the same holds true if we and our four children are frightened, scared, intimidated, terrified, emotionally distressed. After all, the Bill of Rights does state/condition "No warrants shall issue except..."** rather than stating/conditioning "All warrants shall issue except..." since general warrants were banned both here and at England (Black's Law Dictionary, currently commonly used, seventh edition).

**Therefore we have made and continue to make notice** timely and concisely of what it is that harms us and also of what it is that emotionally affects us, as both are proving to be obstacles against our accessing our rights both to and of quiet enjoyment.

Notice of Introduction (Fourth) regarding Notices Sent and Received of  
Exculpatory Data, Information, and Documents



We have relied to our harm on public knowledge (well documented and supported, that government agencies do NOT condone activities that are either extraconstitutional, nonconstitutional, or constitutionally hyperactive activities, and that is the knowledge upon which we relied to our harm) because, and we say this to someone's shame, even family members have been visited at night with pounding on the door to merely ask questions like why we stopped attending church, for example, totally irrelevant to government. Inflammatory. Terrifying abuse of position/power/authority.

It is with great regret that our family must relay the word "mockery" for this writing to you, but we merely relay knowledge (see first enclosure, of which you are now notified, using the word "mockery"). We, with four children, are intimidated, frightened, scared, terrified, and distressed emotionally, from activities that we already have requested in writing be ceased (abated as either public and/or private nuisances, abated as artifices, and artifices that are without substance either commercially or otherwise (may be deemed fraudulent if for emotional gain, at a minimum, or otherwise, after reliance upon information known false at the time of presentation/representation); for your reference only: exculpatory evidence suppressed from first three grand juries, allowing and causing a fourth grand jury in quorum the disabilities naturally sourced of "cannot question mere summary transcripts" and "cannot question mere hearsay," a status, condition, or state, that is both uninformed and biased from the state of being uninformed).

In addition to requesting such (without waiving rights) through correspondence with those in the appropriate positions that are indicated on documents, we have further and in addition then demanded, through correspondence, that same be ceased, as a result of multiple (terminal, fatal, causing bias from bias) flaws.

**In reliance upon the first enclosure, we timidly, but diligently, assert that a fourth attempt for grand jury proceedings does not exist as an "attempt-in-fact" so long as the grand jury is uninformed and biased as specified on the enclosure.**

Documentation, organized, is available for your review, after being organized for any grand jury to see what was kept suppressed between each grand jury (in other words, the link was broken between each grand jury, so that only government-serving evidence was forwarded after a grand jury denied indictment/investigation/progress). The late Chief Justice Learned Hand was known to say, "A skilled prosecutor could indict a ham sandwich." I wish to know now if one intends to conspire against us, in quorum, with employees of government who receive benefits.

#### **SOME EFFORTS TO DATE**

**(not an exhaustive list, but with silence and public knowledge to guide us for law-abiding, what can we do)**

Firstly, reading and research, then careful re-viewing of reading and research, at all times before, during, and after each written contact, both directly gaining knowledge documented and also gaining knowledge, through reputed and well credentialed people, of knowledge documented. It is from actual knowledge, rather than rumor, that our family gains beliefs regarding important matters.

Secondly, we have (and continue as having) asked, through correspondence with those in the appropriate position, if it is truly me that you seek, since my name consistently, without exception, has been altered on each documented contact. Clearly, if one has not met me, nor contracted with me, one has an inability to prove one has met me, and endures an increasing disability and difficulty with respect for proving one has met me; in the meantime, we continue to detect alterations of my name, on documents seemingly sourced of a quorum of constitutional grand jury, as though every possible name other than mine is accurately brought to our lives no matter whether the name arrives orally, orally telephonically, and on documents, altered.

After concerns of alteration, even the altered names show an absent designation as to whether the altered names are 1) an accused, 2) a witness, or 3) a target of grand jury proceedings, as the knowledge on the enclosure does specify was to occur, implying that that designation, itself, has yet to be made clear with respect for my children's, wife's, and my fearful state of mind, and trepidation in contacting you now.

Even these, in the first, as events in and of themselves, could only take place legally if a grand jury actually has proceedings regarding me or us. Without documentation, the existence of that documentation is inexorably in doubt.

Thirdly, our family with four children has been intimidated, frightened, scared, and distressed emotionally for a very long time from the first three fruitless attempts for grand jury inclusion of me, Michael David Beiter Jr., in grand jury proceedings; please refer, again, to the enclosure specified hereupon, regarding whether or not (yes/no) a fourth grand jury proceeding, again failing to designate me as either an accused, a witness, or a target of constitutional grand jury investigation, is "a mockery" of the enclosed knowledge, of protections for the people (you, and our frightened family, both, are the people protected), regarding grand jury proceedings.



We believe that our reaction has been prudent, against potentially harmful grand jury activity where agencies of government do NOT condone activities of agents. For example, our efforts and research lead us to believe that a very revealing question is, for any jury here either relevant or pertinent, "Dear witness, would you please tell the jury the page number, from your written policy, to which the jury can turn and read that harms ought to be imposed without policy and lawlessly." We effort for that prudence, and strive for that prudence, a prudence that we believe is ours freely and any reasonable and prudent neighbor's, freely, also, for the simple reason that we have seen retaliations against our attempt to merely document events and keep copies, where we were documenting events merely to memorialize dates, in order to prevent "spin" and in order to prevent "interpretation" where calendar dates prove so much.

#### **REGARDING SECOND ENCLOSURE**

Unjustified harm is harm. If no unjustifiable harms source from the past activities of the grand jury, nor from the present activities of the grand jury, nor from the future activities of the grand jury, then the second enclosure, specifying remedy where none has been specified from the Grand Jury (only silence received), is a rate sheet for billing that is void, rather than binding, for immediately due and payable sums. In other words, if evidence so supports, that indeed the activities listed on the second enclosure (a rate sheet) took place, then billing will issue and the sums stated upon the billing shall have been noticed to you, before you or others incur the sums, as being immediately due and payable.

The second enclosure itemizes, activity by activity, what it is that we charge for each activity consuming either our resources, time (irreparable harm), or rightful access to quiet enjoyment WITHOUT spending either resources OR time.

The late Chief Justice Learned Hand was known to say, "A skilled prosecutor could indict a ham sandwich." I wish to know now if one wishes to conspire against us, in quorum, with employees of government who receive promotions/increased benefits from indictments granted/investigations granted from the nearly twenty neighbors, nowadays, that a quorum requires in order for a quorum to exist.

If the reader of this mailing likewise is law-abiding as we are law-abiding, then notice is further, and in addition, given herewith that those who charge that we cause(d) harm have yet to inform us, so that harm is lessened; expenses to taxpayers are lessened; expenses for their salaries FROM taxpayers are lessened; neighbors are left to quiet enjoyment without OUR harms, if any harms from us exist.

I, Michael David Beiter Jr., am, myself, shocked, since playing semantics, on the part of any prosecutor, is described on the first enclosure as "mere semantics, since familiarity with the designations for witness/target/accused are the only way for arriving at the later proceedings" (paraphrased and inferred as alluding to "due process of law, written for all to review, simply steamed past too quickly in rushing to judgment").

Is four grand juries a "rushing" at all or de-liberate intent, is a question seemingly answered by the knowledge printed on the first enclosure.

#### **REGARDING OFFERED U.S. ATTORNEYS JED SILVERMITH, BERTHA MITRANI**

Documents, calendar-dated by the wet ink of FLORIDA notaries, county-recorders, and the acting FLORIDA secretary of state, are self-authenticating evidence, as to those calendar dates (Fed. Rules of Evidence 201, 902: attention is focused upon "unrebuttable" so far as an unrebuttable presumption is of Fed. Rules of Evidence 201, 902 and so far as ONLY BERTHA MITRANI (BAR #88171) is required for rebuttal of BERTHA MITRANI and so far as ONLY JED SILVERSMITH (BAR #31110) is required for rebuttal of JED SILVERSMITH (in other words, they are the only ones who know the information that they know, for rebuttal to be rebuttal).

The same documents prove WHAT it is that they knew or should have known, calendar-dated as to when.

Said documents do, among other facts calendar-dated and proven thereon, indicate (prove) the calendar dates of harmful silences of BERTHA MITRANI and harmful silences of JED SILVERSMITH, county-recorded and unrebuttable (Fed. Rules of Evidence 201, 902) as having existed as silences, and as having been silences that are sourced of Jed Silversmith and Bertha Mitrani as active silences, active defaults, and intentional activity. Our frightened family's reliance's upon the silences were reliance's that the silences indicated, first, that a grand jury proceeding existed regarding me, Michael David Beiter Jr., noncommercial entity (Article IX, bill of rights (federal)) without name alterations; second, that none existed.



## NOTICE OF RIGHTS

In ending, we love America for America's common sense also, for the effect of evidence upon the senses, offered to prove the existence or non-existence of a fact, the common sense that arrives from eyes, ears, and that is otherwise sensed, such as from dictionaries, by touch, if necessary, for the blind, but accessible to most.

We want quiet enjoyment without participating in or with harms that others support, and so our privacy pre-vents such participation, and we want our privacy without obstacle to accessing our privacy, just as we want quiet enjoyment without obstacle to accessing our quiet enjoyment. Both our privacy and quiet enjoyment did and can exist WITHOUT government contact, simply from the efforts that our creator gave us for efforting, both of which also OTHER THAN require government contact in order to continue existing or in order to continue being enjoyed.

I, a man being without explanation of government for man being in God's image, in God's likeness, the Creator, am reduced to begging, that obstacles that delay our justice are a denial of justice and, as such, are obstacles that should be taken from effecting delays against our accessing the unlimited number (more than billions) of rights expressed at Article IX for the bill of rights. Many of the rights that we assert ante-date even the constitution (Article IX, bill of rights (1791) (federal)) and cannot be taken from us except of law, using due process, so that all can see the process used, rather than merely using "implying" so much that people get terrified, and actual strong-arm tactics at notary businesses that take business equipment usages, take business time, take personal time, all by threat and without compensation, in addition to lacking warrant of law or any warrant, for that matter (even unwarranted warrants were absent).

Further and in addition, we want the life with harmlessness that is advertised on the constitutions, both state and federal, as we are in a state of being both uncertain and insecure with respect for easily readable, understandable, express text on the constitutions and bill (of rights, an itemized bill, the bill of rights, that charged a debt at Article IX that many have ignored thus far with respect for us).

Further and in addition, we want the presumptions of innocence that exist for me, or us, and even the altered-named accused, and we want those presumptions of innocence to be meaningful and effective, rather mere presumption of a jurisdiction that is even absent from the record for all to see the absence occurring.

Sealed 5/29, year of our Lord 2008:



Michael David Beiter Jr., noncommercial entity (Article IX, bill of rights (federal)) with Donna, Saige, Eliana, Michaiah and Joshua also noncommercial entities (Article IX, bill of rights (federal))

Enclosures:

- 1) Public knowledge regarding "right to informed and unbiased grand jury"
- 2) Rate sheet giving notice of amounts for billing (commercial injury compensation during accommodation and reliance) and schedule
- 3) List of certified ("U.S.") and registered ("U.S.") and delivery confirmation ("U.S.") and Express ("U.S.") mailed article numbers

**A LIST OF COURTESY COPIES SENT, OF THIS MAILING, IS LOCATED AT THE BOTTOM OF THIS STACK OF DOCUMENTS THAT YOU ARE NOW READING.**



Every defendant has a Constitutional right under the Fifth Amendment's due process clause to an informed and unbiased grand jury. Wood, 370 U.S. at 390; United States v. Lawson, 502 F.Supp. 158, 172 (D.Md. 1980). When the government excessively uses hearsay evidence or summaries of witness testimony before a grand jury, the grand jury's return of an indictment is inherently suspect because the grand jury is likely not to have been as informed as required under the Fifth Amendment. United States v. Umans, 368 F.2d 725, 730 (2<sup>nd</sup> Cir. 1966), *cert. granted*, 368 U.S. 940, *cert. dismissed*, 389 U.S. 80 (1967).

[E]xcessive use of hearsay in the presentation of government cases to grand juries tends to destroy the historical function of grand juries in assessing the likelihood of prosecutorial success and tends to destroy the protection from unwarranted prosecutions that grand juries are supposed to afford to the innocent. Hearsay evidence should only be used when direct testimony is unavailable or when it is demonstrably inconvenient to summon witnesses able to testify to facts from personal knowledge.

Id. at 730-1. See also United States v. Payton, 363 F.2d 996, 999-1001 (2<sup>nd</sup> Cir. 1966) (Friendly, J. dissenting) (relying solely on hearsay in presenting a case to the grand jury "makes a mockery of the Fifth Amendment's 'guarantee'"); United States v. Arcuri, 282 F.Supp. 347 (E.D.N.Y. 1968) (a grand jury provided solely with hearsay and summary evidence "is unable to adequately serve its function as a screening agency. It cannot exercise its judgment in refusing to indict in weak cases where, technically, a prima facie case has been made out. It is, moreover, unlikely to demand additional evidence.")

Where the government has relied heavily on hearsay or summary evidence, particularly when using more than one grand jury to return an indictment, courts have found that dismissal of the indictment may be appropriate. See United States v. Samango, 607 F.2d 877 (9<sup>th</sup> Cir. 1979) (dismissing indictment for multitude of grand jury abuses, particularly in presentation



of evidence to three separate grand juries, the third of which received only one live witness and the rest of the evidence in summary or transcript form); Arcuri, 282 F.Supp. at 347 (refusing to dismiss indictment after extensive use of hearsay evidence and summaries where better evidence was available for use only because the U.S. Attorney's office had changed policy to not allow further violations, and defendants had been tried and convicted); United States v. Carcaise, 442 F.Supp. 1209 (M.D.Fla. 1978) (dismissing indictment where prosecutor failed to read entirety of key testimony to grand jury that was relying on summarization of testimony and documents to indict).

The use of four grand juries in two jurisdictions to indict Ms. Steele warrants dismissal even without further examination of the record. Grand Jury 98-2 in this District returned the indictment against Ms. Steele. This grand jury had to have been presented with largely hearsay and/or summary evidence, because neither Ms. Steele, nor any of the witnesses of whom she is aware who appeared in this District, appeared before Grand Jury 98-2.

The use of multiple grand juries, and its attendant hearsay, summaries and transcripts, is particularly improper in this case, where the charge(s) in the indictment boil down to a credibility contest between Ms. Steele and Willey about a single issue. Not having seen or heard Ms. Steele, and in all likelihood not having seen or heard Willey or other crucial witnesses in this case, it is inconceivable that Grand Jury 98-2 could have been "informed and unbiased" enough to return an indictment that hinges on the difference between Ms. Steele's testimony and that of Willey.

The record also demonstrates that Grand Jury 98-2 could not have been an unbiased grand jury. First, as discussed at length in Ms. Steele's Motion to Dismiss the Indictment for Prosecutorial Misconduct: Ethical Violations, Steele Pretrial Motion No. 2, the OIC was previously biased by Mr. Starr's and his firm's prior participation in the Jones v. Clinton lawsuit. The OIC's bias is more fully discussed in that motion.

Second, the OIC improperly commented before Grand Jury 98-1 on Ms. Steele's assertion of the Fifth Amendment by implying that her assertion was made with the purpose of hiding criminal conduct. See Va. Transcript a 7-8 ("MR BARGER: Let me just tell the members of the grand jury in your presence



any witness has a right to invoke their Fifth Amendment rights if a truthful answer to the question might incriminate them.") This comment was improper, and biased Grand Jury 98-2 when it was presented with Ms. Steele's testimony. The grand jury would have inferred from Mr. Barger's comment that Ms. Steele had refused to answer truthfully because she was hiding a criminal act. See Griffin v. California, 380 U.S. 609 (1965) (dismissing indictment after prosecutor inferred guilt from assertion of Fifth Amendment right at trial); United States v. Williams, 464 F.2d 927 (8<sup>th</sup> Cir. 1972) (dismissing indictment after assertion of Fifth Amendment right before grand jury was used against a defendant).

Third, and equally important - the grand juries used by the OIC in this case relied primarily on the testimony of Willey, a witness who by the OIC's limited production to date has demonstrably made false statements, committed perjury and obstructed justice in connection with the Jones v. Clinton case. See Sealed Exhibit. Indictments which are based partially on perjured testimony which the government knows to be false are obtained in violation of the defendant's due process rights, and must be dismissed. See United States v. Basurto, 497 F.2d 781 (9<sup>th</sup> Cir. 1974) (dismissing indictment where the grand jury was knowingly provided with perjured testimony by the government and not informed of the witness' perjury). At a minimum, the OIC should have informed the grand jury of Willey's track record, as well as the deal struck between her and the OIC. Failure to do so in and of itself biased the grand jury against Ms. Steele; given Mr. Barger's remarks about Ms. Steele's testimony, it robbed Ms. Steele of due process.



**TORT OF CONVERSION:** In some instances, superior title over property is absent on the part of all except the legal owner as proven title is specified upon the enclosures that are included herewith and the rate sheet and schedule included herewith specifies what it is that will immediately be owed in the event of trespass or conversion of any sort.

**Rate sheet and schedule (Page 1 of 2)**

If with the express and written and wet-ink signed agreement of Michael David Beiter Jr. or Charles Povoromo, respectively, contact of the offered "constitutional grand jury" with the property listed hereupon shall result in immediately owing and payable fees, incurred by activity on the part of "the offered constitutional grand jury" (performance under the contract that is included herewith as an enclosure and/or attachment), to be fees and payment for such fees shall be sent immediately for either Michael David Beiter Jr.'s receipt or the receipt of the estate of Charles Poveromo as addressed hereupon, respectively, as listed:

- 1) If contact with the property MICHAEL BEITER, and any and all derivations of text thereof, a copyright of many years' standing, legally owned artifice (property) that Michael David Beiter Jr. owns of record as the record, as follows here, indicates legal ownership and calendar dates for legal ownership:
  - a) Record No. 103785390 at BROWARD COUNTY, FLORIDA;
  - b) Record No. 103504809 at BROWARD COUNTY, FLORIDA;
  - c) Record No. 2338498 at ALACHUA COUNTY, FLORIDA;
  - d) Record No. 200807500524 at FLORIDA SECURED TRANSACTION REGISTRY.

**zero fees.**

- 2) If contact with the property 5250 NE 160<sup>th</sup> Avenue, Williston, Florida, a property owned rightfully, with ownership rights specified of the estate of Charles Poveromo, deceased,  
**zero fees.**

If without the express and written and wet-ink signed agreement of Michael David Beiter Jr. or Charles Poveromo, respectively, contact of the offered "constitutional grand jury" with the property listed hereupon shall result in immediately owing and payable fines, incurred by activity on the part of "the offered constitutional grand jury" (performance under the contract that is included herewith as an enclosure and/or attachment), to be fines and payment for such fines shall be sent immediately for either Michael David Beiter Jr.'s receipt or the receipt of the estate of Charles Poveromo as addressed hereupon, respectively, as listed:

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  - a) Record No. 103785390 at BROWARD COUNTY, FLORIDA;
  - b) Record No. 103504809 at BROWARD COUNTY, FLORIDA;
  - c) Record No. 2338498 at ALACHUA COUNTY, FLORIDA;
  - d) Record No. 200807500524 at FLORIDA SECURED TRANSACTION REGISTRY.

**USD50,000 (Fifty Thousand U.S. Dollars) or their equivalent.**

- 2) If contact with the property 5150 NE 160<sup>th</sup> Avenue, Williston, Florida, a property owned rightfully, with ownership rights specified only of the estate of Charles Poveromo, deceased,  
**USD150,000 (Fifty Thousand U.S. Dollars) or their equivalent.**

**Rate sheet and schedule (continued; Page 2 of 2)**

f without the express and written and wet-ink signed agreement of Michael David Beiter Jr., or without the express and written and wet-ink signed agreement of Charles Povoremo, as applicable, and willfully disregarding notice of trespass/notice of legal title/notice "of right to quiet enjoyment" contact of the offered "constitutional grand jury" with the property that is listed hereupon takes place, such contact shall result in immediately owing and payable penalties, incurred by activity on the part of "the offered constitutional grand jury" (performance under the contract that is included herewith as an enclosure and/or attachment), to be penalties and payment for such penalties shall be sent immediately for either Michael David Beiter Jr.'s receipt or the receipt of the estate of Charles Poveromo as addressed hereupon, respectively, as listed:

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**USD50,000,000 (Fifty Million U.S. Dollars) or their equivalent.**

2) If contact with the property 5150 NE 160<sup>th</sup> Avenue, Williston, Florida, a property owned rightfully, with ownership rights specified only of the estate of Charles Poveromo, deceased,

**USD50,000,000 (Fifty Million U.S. Dollars) or their equivalent.**

Notice to agent is notice to principal. Notice to principal is notice to agent. Contract-in-fact exists at the meeting-of-the-minds-in-fact, specifically, that recipient(s) of all named ("U.S.") mailed articles either knew or should have known what it is that was asserted upon the pages of said ("U.S.") mailed articles and upon the pages of enclosures therewith (herewith, as this page is an enclosure to such mailed article).



Other mailed article numbers:

11. Certified ("U.S.") mailed article numbered 7004 1160 0000 0248 1305;
12. Express ("U.S.") mailed article numbered EB032383139US;
13. Express ("U.S.") mailed article numbered EB032383142US;
14. Express ("U.S.") mailed article numbered EB032383125US;
15. Express ("U.S.") mailed article numbered EB032383156US;
16. Delivery Confirmation ("U.S.") mailed article numbered 0306 1070 0003 0050 0580;
17. Delivery Confirmation ("U.S.") mailed article numbered 0306 1070 0003 0050 0641;
18. Express ("U.S.") mailed article numbered EB0318898410US;
19. Certified ("U.S.") mailed article numbered 7006 0100 0004 5982 9131;
20. Certified ("U.S.") mailed article numbered 7006 0100 0004 5982 9094;
21. Certified ("U.S.") mailed article numbered 7006 0100 0004 5982 9117;
22. Certified ("U.S.") mailed article numbered 7006 0100 0004 5982 9100;
23. Registered ("U.S.") mailed article numbered RB519390010US;
24. Registered ("U.S.") mailed article numbered RB328913505US;
25. Express ("U.S.") mailed article numbered EB0318898437US;
26. Express ("U.S.") mailed article numbered EB0318898445US;
27. Registered ("U.S.") mailed article numbered RR519390085US;
28. Registered ("U.S.") mailed article numbered RR519390023US;
29. Registered ("U.S.") mailed article numbered RR519390730US;
30. Express ("U.S.") mailed article numbered EB318898318US;
31. Certified ("U.S.") mailed article numbered 7005 3110 0001 9694 0488;
32. Certified ("U.S.") mailed article numbered 7005 3110 0001 9694 0396;
33. Certified ("U.S.") mailed article numbered 7005 3110 0001 9694 0402;
34. Express ("U.S.") mailed article numbered EB318898556US;
35. Express ("U.S.") mailed article numbered EB318898321US;
36. Express ("U.S.") mailed article numbered EB318898335US;
37. Certified ("U.S.") mailed article numbered 7005 3110 0003 1248 4629;
38. Certified ("U.S.") mailed article numbered 7005 3110 0003 1248 4636;
39. Certified ("U.S.") mailed article numbered 7006 2150 0004 3387 4637;
40. Certified ("U.S.") mailed article numbered 7006 2150 0004 3387 4583;
41. Express ("U.S.") mailed article numbered EB318898542US;
42. Certified ("U.S.") mailed article numbered 7005 0390 0003 2267 9476;
43. Certified ("U.S.") mailed article numbered 7005 0390 0003 2267 9483;
44. Certified ("U.S.") mailed article numbered 7005 0390 0003 2267 9506;
45. Certified ("U.S.") mailed article numbered 7006 2150 0004 3387 4583;
46. Certified ("U.S.") mailed article numbered 7005 0390 0006 2890 6696;
47. Certified ("U.S.") mailed article numbered 7004 2510 0001 2082 7205;
48. Certified ("U.S.") mailed article numbered 7004 2890 0004 3734 4771;
49. Express ("U.S.") mailed article numbered EB032383261US;
50. Express ("U.S.") mailed article numbered EB032383258US;
51. Certified ("U.S.") mailed article numbered 7005 0390 0003 2267 9728;
52. Registered ("U.S.") mailed article numbered RR519390743US;
53. Express ("U.S.") mailed article numbered EB032383289US;
54. Express ("U.S.") mailed article numbered EB032383275US;
55. Express ("U.S.") mailed article numbered EB032383301US;
56. Delivery Confirmation ("U.S.") mailed article numbered 0302 2940 0000 1738 9493;
57. Delivery Confirmation ("U.S.") mailed article numbered 0302 2940 0000 1737 9685;
58. Delivery Confirmation ("U.S.") mailed article numbered 0302 2940 0000 1737 9708;
59. Certified ("U.S.") mailed article numbered 7005 1820 0006 2166 0659;
60. Delivery Confirmation ("U.S.") mailed article numbered 0306 0320 0005 1659 0820;
61. Certified ("U.S.") mailed article numbered 7004 2510 0007 5458 4925;
62. Certified ("U.S.") mailed article numbered 7005 0390 0006 2890 6573;
63. Delivery Confirmation ("U.S.") mailed article numbered 0304 1560 0007 4681 9376;
64. Delivery Confirmation ("U.S.") mailed article numbered 0304 1070 0001 0167 8152;
65. Certified ("U.S.") mailed article numbered 7004 2890 0004 3734 7965;

66. Certified ("U.S.") mailed article numbered 7004 2510 0005 4078 1040;
67. Certified ("U.S.") mailed article numbered 7004 2510 0005 4078 1088;
68. Certified ("U.S.") mailed article numbered 7004 2510 0005 4078 1095;
69. Certified ("U.S.") mailed article numbered 7004 2510 0005 4078 1255;
70. Certified ("U.S.") mailed article numbered 7005 1820 0006 2166 0376;
71. Certified ("U.S.") mailed article numbered 7005 1820 0006 2166 0383;
72. Certified ("U.S.") mailed article numbered 7005 1820 0006 2166 0390;
73. Certified ("U.S.") mailed article numbered 7100 5277 2100 0502 6881;
74. Certified ("U.S.") mailed article numbered 7005 1820 0006 2166 0437;
75. Certified ("U.S.") mailed article numbered 7005 1820 0006 2166 0444;
76. Delivery Confirmation ("U.S.") mailed article numbered 0307 3330 0002 0153 9476;



## LIST OF COURTESY COPIES SENT

**Cliff Stearns d/b/a FLORIDA CONGRESSMAN CLIFF STEARNS**

115 SE 25<sup>th</sup> Avenue, Ocala, Florida (FPUO 34471)

Delivery Confirmation ("U.S.") mailed article numbered 0307 3330 0002 0153 0275, proof of acceptance of terms attached

**Mel Martinez d/b/a MEL MARTINEZ, FLORIDA SENATOR**

UNITED STATES SENATE, WASHINGTON, D.C. (FPUO 20510-0906)

Delivery Confirmation ("U.S.") mailed article numbered 0307 3330 0002 0153 0268, proof of acceptance of terms attached

**Bill McCollum d/b/a BILL MCCOLLUM, ATTORNEY GENERAL, FLORIDA**

The Capitol PL-01, Tallahassee, Florida (FPUO 32399-1050)

Delivery Confirmation ("U.S.") mailed article numbered 0307 3330 0002 0153 0190, proof of acceptance of terms attached

**WSBA- c/o Stanley Bastian,**

1325 Fourth Avenue #600, Seattle, Washington (FPUO 98101-2573)

Delivery Confirmation ("U.S.") mailed article numbered 0307 3330 0002 0153 0282, proof of acceptance of terms attached

**FLORIDA BAR- c/o Fransisco Angones,**

44 West Flagler Street, 8<sup>th</sup> Floor, Miami, Florida (FPUO 33130)

Delivery Confirmation ("U.S.") mailed article numbered 0307 3330 0002 0153 9469, proof of acceptance of terms attached

## U.S. Postal Service™ Delivery Confirmation™ Receipt

DELIVERY CONFIRMATION NUMBER: 0307 3330 0002 0153 0266

Postage and Delivery Confirmation fees must be paid before mailing.

Article Sent To: (to be completed by mailer)  
(Please Print Clearly) *Senator Martinez*  
MAY 30 2008

Postmark Here

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Keep this receipt. For Inquiries:  
Access internet web site at [www.usps.com](http://www.usps.com)®  
or call 1-800-222-1811

**CHECK ONE (POSTAL USE ONLY)**

☐ Priority Mail™ Service  
☐ First-Class Mail® parcel  
☐ Package Services parcel

PS Form 152, May 2002 (See Reverse)

## U.S. Postal Service™ Delivery Confirmation™ Receipt

DELIVERY CONFIRMATION NUMBER: 0307 3330 0002 0153 0275

Postage and Delivery Confirmation fees must be paid before mailing.

Article Sent To: (to be completed by mailer)  
(Please Print Clearly) *Congressman Cliff Stearns*  
MAY 30 2008

Postmark Here

**POSTAL CUSTOMER:**  
Keep this receipt. For Inquiries:  
Access internet web site at [www.usps.com](http://www.usps.com)®  
or call 1-800-222-1811

**CHECK ONE (POSTAL USE ONLY)**

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PS Form 152, May 2002 (See Reverse)

## U.S. Postal Service™ Delivery Confirmation™ Receipt

DELIVERY CONFIRMATION NUMBER: 0307 3330 0002 0153 0262

Postage and Delivery Confirmation fees must be paid before mailing.

Article Sent To: (to be completed by mailer)  
(Please Print Clearly) *WJBA*  
MAY 30 2008

Postmark Here

**POSTAL CUSTOMER:**  
Keep this receipt. For Inquiries:  
Access internet web site at [www.usps.com](http://www.usps.com)®  
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PS Form 152, May 2002 (See Reverse)

## U.S. Postal Service™ Delivery Confirmation™ Receipt

DELIVERY CONFIRMATION NUMBER: 0307 3330 0002 0153 0190

Postage and Delivery Confirmation fees must be paid before mailing.

Article Sent To: (to be completed by mailer)  
(Please Print Clearly) *Bill Mackall, Attorney General*  
MAY 30 2008

Postmark Here

**POSTAL CUSTOMER:**  
Keep this receipt. For Inquiries:  
Access internet web site at [www.usps.com](http://www.usps.com)®  
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PS Form 152, May 2002 (See Reverse)

## U.S. Postal Service™ Delivery Confirmation™ Receipt

DELIVERY CONFIRMATION NUMBER: 0307 3330 0002 0153 9466

Postage and Delivery Confirmation fees must be paid before mailing.

Article Sent To: (to be completed by mailer)  
(Please Print Clearly) *Ala Bar*  
MAY 30 2008

Postmark Here

**POSTAL CUSTOMER:**  
Keep this receipt. For Inquiries:  
Access internet web site at [www.usps.com](http://www.usps.com)®  
or call 1-800-222-1811

**CHECK ONE (POSTAL USE ONLY)**

☐ Priority Mail™ Service  
☐ First-Class Mail® parcel  
☐ Package Services parcel

PS Form 152, May 2002 (See Reverse)



## **DUE PRESENTMENT UNDER NOTARY SEAL**

NOTICE TO AGENT(S) IS NOTICE TO PRINCIPAL(S)

FROM: Kevin Mahoney, Notary Public  
c/o 200 Chauncy Street, Suite 201  
Mansfield, Massachusetts, 02048

TO: Foreman of the Grand Jury IN QUORUM  
Attention: Quorum of Grand Jury  
299 East Broward Boulevard, 1<sup>st</sup> Floor  
Fort Lauderdale, Florida 33301

SUBJECT: Accounts/Cases "FGJ 05-10-04 FTL"; "FGJ 06-04-03 FTL"; "07-6317 SNOW";  
"FGJ 07-1005 FTL"

SERVICE: Certified Mail/ Return Receipt Requested #: 0302 2940 0000 1737 9920  
Notary's Certificate of Service  
Proof of Acceptance of Terms Attached

Dear Mr. Grand Jury Foreman in Quorum,

At the request of Michael David Beiter Jr., reportedly a real party in interest, and under authority of M.G.L. 106 §§ 3-503 M.G.L. c. 222-1 and M.G.L. c. 107-13, MGL 106, § 1-202, **due presentment** is hereby made of:

**(non exhaustive list)**

**(1) reported knowledge/information that the Grand Jury, in quorum, either knew or should have known at a time previous to this presentment (for simple access to exculpatory evidence), BASED UPON VERIFICATIONS OF MAILING (created by UNITED STATES POSTAL SERVICE® and included herewith in the form of photocopies), and**

**(2) reported billing that has issued after the Grand Jury incurred debt, past-due, BASED UPON VERIFICATIONS OF MAILING (created by UNITED STATES POSTAL SERVICE® and included herewith in the form of photocopies), and**

**(3) reported correspondence that evidences the names of others who either knew or should have known the knowledge/information that is indicated in text upon the same correspondence, BASED UPON VERIFICATIONS OF MAILING (created by UNITED STATES POSTAL SERVICE® and included herewith in the form of photocopies), and**

**(4) all documents that are listed on the attached Certificate of Service.**

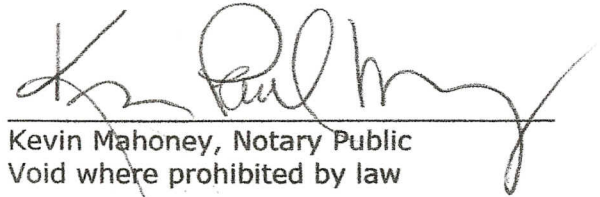
In order to prevent dishonoring this presentment, any and all correspondence that is intended to be addressed to Michael David Beiter Jr., is to be sent to:

Kevin Mahoney, Notary Public  
c/o 200 Chauncy Street, Suite 201  
Mansfield, Massachusetts, 02048

in care of the undersigned notary public at the address noted above so that the correspondence that honors this presentment is received no later than three (3) days beyond the receipt of this presentment. Non-performance will be certified in accord with M.G.L. 106 §§ 3-501, § 3-502, § 3-503, 3-505, 1-202, and debt relief provisions of § 3-502(f).

Thank you kindly for your attention.

WITNESS my hand and official seal.



(Seal)

6/2/08  
Date

Kevin Mahoney, Notary Public  
Void where prohibited by law

My commission expires: September 24, 2010 (Stamp)



[Note: Notary Public KEVIN MAHONEY, is not an attorney licensed to practice law in the state of Massachusetts and has not given legal advice nor accepted fees for legal advice, provided no assistance in the preparation of the above referenced documents, and has no interest in any issue referenced therein. KEVIN MAHONEY is not a party to this action and is ONLY acting in an authorized capacity as liaison to communications between the parties.]

**NOTICE TO OFFICERS/AGENTS OF THE UNITED STATES & ALL POLITICAL SUBDIVISIONS**

THIS DOCUMENT AND ALL ATTACHMENTS THERETO ARE NOT INTENDED TO HARASS, INTIMIDATE, OFFEND, CONSPIRE, BLACKMAIL, COERCE, CAUSE ANXIETY, ALARM OR DISTRESS, OR IMPEDE PUBLIC PROCEDURES. THEY ARE PRESENTED WITH HONORABLE AND PEACEFUL INTENTIONS TO FACILITATE SETTLEMENT OF THIS ACCOUNT AND ALL VERIFIED CLAIMS. ANY AFFIRMATION CONTRARY TO THIS VERIFIED STATEMENT OF FACTS WILL COMPRISE YOUR STIPULATION TO COMMITTING A FRAUD UPON THE COURT.



# NOTARY'S CERTIFICATE OF SERVICE

It is hereby certified, that on or about the date referenced below, the undersigned Notary Public mailed to:

Foreman of the Grand Jury  
Attention: Grand Jury in Quorum  
299 East Broward Boulevard, 1<sup>st</sup> Floor  
Fort Lauderdale, Florida 33301

hereinafter, "Recipient," the documents as identified in Book 1, Book 2, Book 3 and sundry papers pertaining to a certain Account/Case's "FGJ 05-10-04 FTL", "FGJ 06-04-03 FTL", "CASE NO" 07-6317 SNOW", "FGJ 07-1005 FTL" and issued by Michael David Beiter Jr., unless indicated otherwise and herein identified as follows:

**1. Notary's Due Presentment Under Notary Seal, dated 6/2/08**

**Book 1**

2. "Subpoena to Testify to Grand Jury" sent to Postal Net; (4 pages);
3. "Notice and Demand" with "Respectful and Timely Notice and Demand"; delivered to Bertha R. Mitrani d/b/a BERTHA R. MITRANI, U.S. ATTORNEY, ASSISTANT; registered mail RB328913329US, Darci Smith d/b/a DARCI SMITH, CID, IRS; registered mail RB328913332US and R. Alexander Acosta d/b/a R. ALEXANDER ACOSTA, U.S. ATTORNEY; registered mail RB328913315US; (4 pages);
4. "Respectful and Timely Notice and Demand"; delivered to Honorable Grand Jury Foreman; (2 pages) registered mail RB328913346US;
5. Demand for Production of Documents"; delivered to Bertha R. Mitrani d/b/a BERTHA R. MITRANI, U.S. ATTORNEY, ASSISTANT; registered mail RB328913363US, Darci Smith d/b/a DARCI SMITH, CID, IRS; registered mail RB328913385US, R. Alexander Acosta d/b/a R. ALEXANDER ACOSTA, U.S. ATTORNEY; registered mail RB328913350US and Clarence Maddox d/b/a CLARENCE MADDUX, CLERK OF COURTS; registered mail RB328913394US; (3 pages);
6. Writing from Roger Stefin d/b/a ROGER H. STEFIN, U.S. ATTORNEY, ASSISTANT; (1 page); faxed
7. Writing sent 1/6/2007, to Roger Stefin d/b/a ROGER H. STEFIN, U.S. ATTORNEY, ASSISTANT; (2 pages), certified mail 70041160000162406033;
8. Writing sent 1/6/2007, to G. Jalil, regarding Illegal Subpoena and bank searches; (1 page);
9. Writing sent 1/11/2007, to Guillermo D. Jalil from Thomas J. McMenamin IV, Risk Mondial; (1 page)
10. Writing sent 1/12/2007, to Roger Stefin d/b/a ROGER H. STEFIN, U.S. ATTORNEY, ASSISTANT; (1 page), delivery confirmation 03061070000300500566;
11. Writing sent 1/13/2007 to John Hanlon d/b/a JOHN HANLON, U.S. ATTORNEY, ASSISTANT; (1 page), Express mail EB194767180US;
12. Writing sent 1/25/2007 to John Hanlon d/b/a JOHN HANLON, U.S. ATTORNEY, ASSISTANT; (1 page), certified mail 70041160000002481305;
13. Writing sent 1/26/2007 to Public Records Disclosure Office, "Request for public records that Identify Federal Territory located within City Limits", (1 page), certified mail 70041160000162406064



14. "Notice of Default and Dishonor of a Lawful Subpoena Duces Tecum"; delivered to Bertha R. Mitrani d/b/a BERTHA R. MITRANI, U.S. ATTORNEY, ASSISTANT; Express mail EB032383139US, Darci Smith d/b/a DARCI SMITH, CID, IRS; Express mail EB032383142US, R. Alexander Acosta d/b/a R. ALEXANDER ACOSTA, U.S. ATTORNEY; Express mail EB032383125US and Clarence Maddox d/b/a CLARENCE MADDOX, CLERK OF COURTS; Express mail EB032383156US; (1 page);
15. Writing sent 1/26/2007 to R. Alexander Acosta d/b/a R. ALEXANDER ACOSTA, U.S. ATTORNEY, c/o Roger H. Stefin; (1 page), delivery confirmation 03061070000300500580;
16. Writing from Pamela Burns d/b/a PAMELA BURNS, City of Miami; (1 page);
17. Writing from U.S. Department of Justice dated 2/6/2007, (3 pages);
18. "Third Request-UCC 1-207.9" with "Public Servant Questionnaire (PL 93-579)"; delivered 2/27/2007 to Darci Smith d/b/a DARCI SMITH, CID, IRS; (1 page), Delivery confirmation 03061070000300500641;
19. Writing from Carmen L. Mallon d/b/a CARMEN L. MALLON, Chief, Initial Request Staff, U.S. Department of Justice; (2 pages);
20. Writings from William G. Stewart II d/b/a WILLIAM G. STEWART II, Acting Assistant Director, Oath of Office Requests; (8 pages);
21. "Public Servant Questionnaire (PL 93-579)"; again delivered 3/8/2007 to Darci Smith d/b/a DARCI SMITH, CID, IRS; (1 page), Express mail EB318898410US;
22. Writing sent 3/12/2007 to City of Planning Department, c/o Mr. Harold Ruck regarding letter received; (1 page), Certified mail 70060100000459829131;
23. Writing sent 3/12/2007 to Clarence Maddox d/b/a CLARENCE MADDOX, CLERK OF COURTS, regarding FREEDOM OF INFORMATION ACT request; (5 pages), certified mail 70060100000459829094;
24. Writing sent 3/12/2007 to INTERNAL REVEUE SERVICE, OFFICE OF DISCLOSURE, regarding FREEDOM OF INFORMATION ACT request; (3 pages), certified mail 70060100000459829117;
25. Writing sent 3/12/2007 to William G. Stewart d/b/a WILLIAM G. STEWART, DIRECTOR, U.S. DEPARTMENT OF JUSTICE, regarding FREEDOM OF INFORMATION ACT request; (3 pages), certified mail 70060100000459829100;
26. Writing sent 3/12/2007 to JUDGES COMPENSATION AND RETIREMENT SERVICES OFFICE ADMINISTRATIVE OFFICE OF THE UNITED STATES COURTS, regarding FREEDOM OF INFORMATION ACT request; (5 pages), certified mail 70060100000459829124;
27. "Privacy Act Request" and "Freedom of Information Act Request Where Applicable"; delivered to INTERNAL REVENUE SERVICE; (5 pages), registered mail RR519390010US;
28. Writing dated 3/15/2007 from Harold Ruck, City Planning Department, (1 page);
29. "Request for Proper Form"; delivered to Precious Grand Jury; (31 pages), Registered mail RB328913505US;
30. Writing dated 3/21/2007 from the DEPARTMENT OF THE TREASURY; (3 pages);
31. "Compliance Herewith Is Mandatory"; delivered to Darci Smith d/b/a DARCI SMITH, CID, IRS; (1 page), Express mail EB318898437US and EB318898445US;
32. Writing dated 3/27/2007 from Clarence Maddox d/b/a CLARENCE MADDOX regarding Freedom of Information Act, (1 page);
33. "Compliance Herewith Is Mandatory"; delivered to R.L. Commerson d/b/a R.L. COMMERSON (EMPLOYEE ID 56-688338); (2 pages), Registered mail RR519390085US;
34. Writing dated 3/30/2007 from William G. Stewart II d/b/a WILLIAM G. STEWART II, regarding USA Alexander Acosta Oath of Office, (2 pages);



35. "Subpoena to Testify to Grand Jury" sent to Michael Beiter Sr.; (2 pages);
36. "Subpoena to Testify to Grand Jury" sent to Daphne Crum; (1 page);
37. "Compliance Herewith Is Mandatory"; delivered to Clarence Maddox d/b/a CLARENCE MADDOX, CLERK OF COURTS; (1 page), Registered mail RR519390037US;
38. "Compliance Herewith Is Mandatory"; delivered to Bertha R. Mitrani d/b/a BERTHA R. MITRANI, U.S. ATTORNEY, ASSISTANT; (1 page), Registered mail RR519390023US;
39. Writing dated 4/17/2007 from Department of the Treasury regarding Freedom of Information Act for Special Agent Darcia A. Smith, (2 pages);
40. "Notice"; delivered to R.L. Commerson d/b/a R.L. COMMERSON (EMPLOYEE ID 56-688338); (2 pages), certified mail 70053110000196940471;
41. "Notice"; delivered to Grand Jury, (1 page), certified mail 70053110000196940495;
42. Writing sent 4/23/2007 to Roger H. Stefin d/b/a ROGER H. STEFIN, U.S. ATTORNEY; (1 page), certified mail 70053110000196940488;
43. "Notice"; delivered to Our Precious Grand Jury; (2 pages), certified mail 70053110000196940495;
44. "Notice"; delivered Darci Smith d/b/a DARCI SMITH, CID, IRS; (2 pages), certified mail 70053110000196940396 and 70053110000196940402;
45. Writing dated 4/26/2007 from Alcee L. Hastings d/b/a ALCEE L. HASTINGS, Member of Congress regarding Public Servant's Questionnaire, (1 page);
46. "Notice"; delivered to Our Precious Grand Jury; (1 page) Express Mail EB318898556US;
47. "Ascertaining" Bertha R. Mitrani May 7, 2007; (2 pages) Express Mail EB318898318US;
48. "Darleen Stewart, IRS, Disclosure officer # 12-10676; (1 page) Certified Mail 70062150000433874583;
49. "Invoice Billing, Per Contract" dated 5/14/2007 to Bertha R. Mitrani d/b/a BERTHA R. MITRANI; (2 pages), Express Mail EB318898321US;
50. "Invoice Billing, Per Contract" dated 5/14/2007 to Our Precious Grand Jury; (2 pages), Express Mail EB318898335US;
51. Writing sent 5/25/2007 to FBI Miami Office, certified mail 70053110000312484629; Bill McCollum d/b/a BILL MCCOLLUM, certified mail 70053110000312484636; Kendrick B. Meek d/b/a CONGRESSMAN KENDRICK B. MEEK, certified mail 70062150000433874637; (1 page);
52. "Privacy Act Request"; (5pages) Certified mail 70062150000433874583;
53. Florida Secured Transaction Registry regarding UCC number 200705582025, (2 pages);
54. "Invoice Billing, per Contract", May 14, 2007; (2 pages); Express Mail: EB318898321US;
55. "Invoice Billing, per Contract" May 14, 2007; (2 pages); Express Mail: EB318898335US;
56. Darci Smith refusal of certified mail 70053110000196940396; (2 pages);
57. Congressman Alcee Hastings response dated 04/26/2007; (1 page);
58. FBI Complaint and Affidavit; (7 pages);
59. "VERIFIED AFFIDAVIT of Michael David Beiter, Jr." recorded Public Instrument #2341121, May 25, 2007; (7 pages);
60. UCC addendum; (18 pages);
61. Set off Bond RR519390045US; (6 pages);
62. "Notice of Contract and Notice of Dishonor and Notice of Default for Our Precious Grand Jury; (2pages);

63. "Notice of Contract and Notice of Dishonor and Notice of Default for Bertha Mitrani; (2 pages);
64. Enclosed documents sent to: Also Writing on "Reliance"
- a. FBI-Jacksonville
  - b. R. Alexander Acosta
  - c. Charlie Christ- Governor
  - d. Bill McCollum- Attorney General
  - e. Kendrick Meek- Congressman; (7 pages);
65. FBI Cover Writing for Public Complaint; (1 page);
66. Writing to Grand Jury Foreperson of Gainesville, Thomas F. Kirwin sent Certified mail 70050390000322679476 & 70050390000322679483; (2 pages);
67. Writing to City Hall of Gainesville, public records sent certified mail 70050390000322679490; (1 page);
68. Writing to Melanie Putsay, "FOIA" sent Certified Mail: 70050390000322679506; (2 pages);
69. Privacy form allowing Congress Cliff Stearns to contact FBI; (2 pages) Including Public Corruption Complaint; (7 pages);
70. Writing from Antoinette Parker, FAOI Specialist of U.S. Dept of Justice; (1 page);
71. Writing to Antoinette Parker, FAOI Specialist dated July 23, 2007; (1 page);
72. "Second Notice of Dishonor and Default" to Bertha Mitrani; July 23, 2007; (1 page);
73. "Second Notice of Dishonor and Default" to Our Precious Grand Jury; July 23, 2007; (1 page);
74. Writing to Antoinette Parker d/b/a ANTOINETTER PARKER, FOIA SPECIALIST; July 23, 2007; (1 page);
75. "Non-allocated use of congressional funds; to Cliff Stearns sent certified mail 7005 0390 0006 2890 6733 (1 page);
76. Response Writing from U.S. Representative Cliff Stearns, July 25, 2007; (1 page);
77. "Your failure and refusal to respond to the FREEDOM OF INFORMATION ACT/PRIVACY ACT REQUEST; Certified Mail 70062150000433874583; (1 page);
78. "Our Conversation" with Shawna Williams of Congressman Cliff Sterns office Certified Mail 7005 0390 006 2890 6696; (1 page);
79. "Our discussion of August 9, 2007" with John Konkus of Congressman Cliff Stearns office; Certified Mail 7004 2510 0001 2082 7205; (1 page);
80. Writing from Kenneth W. Kaiser to Congressman Stearns dated August 7, 2007; (1 page);
81. Writing to Congressman Stearns sent Certified mail 70042890000437344771; (1 page);
82. Writing from Antoinette Parker dated August 14, 2007; (1 page);
83. Writing to Darci Smith, sent Express mail EB032383261US and EB032383258US; (1 page);
84. Writing to Shawna Williams, sent Certified mail 70050390000628906702; (1 page and enclosures);
85. Writing to Antoinette Parker dated August 18, 2007, sent Certified Mail 70050390000628906559; (1 page);
86. Writing from Congressman Stearns, dated August 20, 2007, for Case # 105799 internal; (1 page);
87. Writing from Carmen L. Mallon, dated August 23, 2007; (1 page);



88. Writing to Carmen Mallon, dated August 30, 2007, sent Certified mail 70050390000322679728; (1 page);
89. "Verified Abstract of Judgment" sent to Our Precious Grand Jury, Registered mail RR519390730US; (7 pages);
90. "Verified Abstract of Judgment" sent to Bertha R. Mitrani, Registered Mail RR519390743US; (7 pages);
91. Writing sent to John E. Potter d/b/a JOHN E. POTTER, POSTMASTER GENERAL and CEO, sent Express mail EB032383289US; (2 pages);
92. Writing sent to Kenneth W. Kaiser d/b/a KENNETH W. KAISER, ASS. DIRECTOR, CID, sent Express mail EB032383275US; (2 pages plus PSQ);
93. Writing sent to Jed Silversmith d/b/a JED SILVERSMITH, TRIAL ATTORNEY, sent Express mail EB032383301US; (3 pages);
94. dishonor with acceptance for value

## Book 2

95. Writing sent to John E. Potter d/b/a JOHN E. POTTER, POSTMASTER GENERAL and CEO, sent delivery confirmation 03022940000017389493; (1 page);
96. Discharge and Indemnity Bond #RR519390774US; (1 page);
97. Search Warrant issued September 13, 2007; (9 pages);
98. Writing to Carmen Mallon, dated September 17, 2007, sent Delivery confirmation 03022940000017379685; (1 page);
99. FOIA request with Affidavit of Judges Domicile, sent Certified mail 70050390000628906726; (3 pages) to U.S. Marshal Christina Pharo;
100. Writing to Congressman Stearns, dated September 19, 2007; (1 page);
101. Writing sent to John E. Potter d/b/a JOHN E. POTTER, POSTMASTER GENERAL and CEO; (1 page), delivery confirmation 03022940000017379708;
102. Writing to all parties, Express Notice, sent September 25, 2007; (12 pages);
103. Writing dated October 3, 2007 from William E. Bordley d/b/a WILLIAM E. BORDLEY, COUNSEL/FOIAP OFFICER, regarding Freedom of Information Act Request No. 2008USMS10982; (2 pages);
104. Writing to William Bordley d/b/a WILLIAM E. BORDLEY, COUNSEL/FOIAP OFFICER, sent Certified mail 70051820000621660659; (1 page);
105. Writing sent to John E. Potter d/b/a JOHN E. POTTER, POSTMASTER GENERAL and CEO, sent delivery confirmation 03060320000516590820; (2 pages);
106. Writing sent to Darci Smith, dated October 7, 2007; (1 page);
107. Writing sent to Richard Koss d/b/a RICHARD KOSS, POSTAL INSPECTOR, dated October 11, 2007, regarding PS Form 8165; (5 pages), Certified mail 70042510000754584925
108. Writing from Congressman Stearns, dated October 15, 2007; (1 page); Also attached is letter from Steven H. Pregozen d/b/a STEVEN H. PREGOZEN, DEPUTY DIRECTOR, STRATEGY to Congressman Stearns, dated September 28, 2007; (1 page);
109. Writing dated October 16, 2007 from Richard Koss d/b/a RICHARD KOSS, POSTAL INSPECTOR; (4 pages);
110. "Express Notice", dated October 18, 2007; (1 page);
111. Writing to Congressman Stearns, dated October 18, 2007; (1 page);


112. "Declaration (Affidavit of Truth and true bill) of Michael David Beiter, Jr." dated October 18, 2007; recorded in official records – Instrument # 2379629; (35 pages);
113. "Notice" dated 10/19/2007 to Darci Smith d/b/a DARCI SMITH; (1 page);
114. Writing from Congressman Stearns, dated October 23, 2007, also attached is letter from U.S. Department of Justice, also a writing sent to Congressman Stearns, (3 pages);
115. Writing to all parties, dated October 18, 2007, referencing Affidavit #2379629, recorded at Alachua County Florida; (1 page);
116. Writing to Darci Smith, dated October 19, 2007; (1 page);
117. Writing to Kenneth W. Kaiser d/b/a KENNETH W. KAISER, CID, ASSISTANT DIRECTOR, dated October 22, 2007; (1 page);
118. Writing to Melanie Ann Putsay, directed by William E. Bordley, dated October 22, 2007; (2 pages);
119. 1040 U.S. Individual Income Tax Return 2003 Certified Mail: 70042510000540834739; (4 pages);
120. 1040 U.S. Individual Income Tax Return 2004 Certified Mail: 70041160000162406071; (2 pages);
121. 1040 U.S. Individual Income Tax Return 2005 Certified mail: 70041160000162406088; (2 pages);
122. 1040 U.S. Individual Income Tax Return 2006 Certified mail: 70042510000540834951; (2 pages);
123. Writing sent dated 11/2/2007 to Cliff Stearns d/b/a CONGRESSMAN CLIFF STEARNS; regarding writing received 10/23/2007; (1 page);
124. "First Amendment of Declaration (Affidavit of Truth and true bill) of Michael David Beiter Jr." recorded in Official Records November 5, 2007, Instrument #2383849; (8 pages);
125. Copy of envelope from Internal Revenue Service dated 11/8/2007 with correct spelling of Michael David Beiter Jr.; (2 pages);
126. Writing dated 11/9/2007 from Carmen L. Mallon d/b/a CARMEN L. MALLON, CHIEF OF STAFF, U.S. DEPARTMENT OF JUSTICE; regarding Freedom of Information Act request; (1 page);
127. Writing sent dated November 14, 2007 to Carmen L. Mallon d/b/a CARMEN L. MALLON, CHIEF OF STAFF; responding to letter received; (1 page);
128. Writing dated 1/2/08 from Cliff Stearns d/b/a CONGRESSMAN CLIFF STEARNS; regarding responses received; (3 pages);
129. Writing sent dated 1/9/2008 to Cliff Stearns d/b/a CONGRESSMAN CLIFF STEARNS; responding to letter received dated 1/2/2008; also attached copy of letters; (4 pages);
130. Writing sent dated 1/21/2008 to Cliff Stearns d/b/a CONGRESSMAN CLIFF STEARNS; regarding letter sent 1/9/2008; (1 page);
131. "Subpoena to Testify to Grand Jury" sent to Brian LaRue; (2 pages);
132. Writing sent dated 2/15/2008 to Jed Silversmith d/b/a JED SILVERSMITH, ASSISTANT U.S ATTORNEY and friend of and/or for Bertha Mitrani and Darci Smith as well as 100 senators regarding RESPECTFUL (AS DEFINED TO "LOOK MORE THAN ONCE") AND TIMELY NOTICE AND DEMAND through our family's children less than 18 years aged may interpret, instead, "liar liar pants on fire" at court; also referenced "Declaration (Affidavit of Truth and true bill) of Michael David Beiter Jr."; VERIFIED AFFIDAVIT of Michael David Beiter Jr.; certified mail 70050390000628906573 and delivery confirmation 03041560000746819376; (7 pages);



158. Writing sent to Grand Jury, dated 5/29/8, sent Delivery Confirmation 03060302000516590813; (12 pages).

159. Reference copy Notary's Certificate of Service (signed original on file)

by Priority Mail with Delivery Confirmation No. 0302 2940 0000 1737 9920 / Return Receipt Requested by placing same in a postpaid envelope properly addressed to Recipient at said address and depositing same at an official depository under the exclusive face and custody of the U.S. Postal Service within the State of Massachusetts.

  
Kevin Mahoney, Notary Public  
200 Chauncy St., Suite 201  
Mansfield, Massachusetts, 02048

(Seal)

6/2/08  
Date



My commission expires: September 24, 2010 (Stamp)

Cc:

Cliff Stearns d/b/a FLORIDA CONGRESSMAN CLIFF STEARNS - 115 SE 25th Avenue, Ocala, Florida [34471]; Delivery Confirmation ("U.S.") mailed article numbered 03022940000017379937, proof of acceptance of terms attached

Mel Martinez d/b/a MEL MARTINEZ, FLORIDA SENATOR - UNITED STATES SENATE, WASHINGTON, D.C. [20510-0906] Delivery Confirmation ("U.S.") mailed article numbered 03022940000017379944, proof of acceptance of terms attached

Bill McCollum d/b/a BILL MCCOLLUM, ATTORNEY GENERAL, FLORIDA - The Capitol PL-01, Tallahassee, Florida [32399-1050] Delivery Confirmation ("U.S.") mailed article numbered 03022940000017379951, proof of acceptance of terms attached

WSBA- c/o Stanley Bastian - 1325 Fourth Avenue #600, Seattle, Washington [98101-2573] Delivery Confirmation ("U.S.") mailed article numbered 03022940000017379968, proof of acceptance of terms attached

FLORIDA BAR- c/o Fransisco Angones - 44 West Flagler Street, 8th Floor, Miami, Florida [33130] Delivery Confirmation ("U.S.") mailed article numbered 03022940000017379999, proof of acceptance of terms attached

# U.S. Postal Service™ Delivery Confirmation™ Receipt

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PS Form 152, May 2002

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PS Form 152, May 2002

Paid by:

DELIVERY CONFIRMATION NUMBER: 0306 0320 0005 1659 0813

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PS Form 152, May 2002

Issue PVI: \$5.45



Frightened family and Michael David Beiter Jr.  
Mailings In Care Of:  
5250 NE 160<sup>th</sup> Avenue, Williston, Florida  
(For Postal Use Only: Zoning Improvement Plan numbered 32696)  
America the Beautiful

6-2-2008

Attn: Quorum of Grand Jury regarding "FGJ 05-10-04 FTL" or "FGJ 06-04-03" or "CASE NO: 07-6317-SNOW" or "FGJ 07-1005 FTL"  
299 East Broward Boulevard, 1<sup>st</sup> Floor  
Fort Lauderdale, Florida (FPUO 33301)

To All Concerned Parties:

On 5/30/08, the below mailing numbers specified a writing sent to all parties mentioned below. The total number of pages of said writing was twelve (12) and I have attached the first page of that writing for ease of understanding.

List of previous sent mailing numbers:

Attn: Quorum of Grand Jury regarding "FGJ 05-10-04 FTL" or "FGJ 06-04-03" or "CASE NO: 07-6317-SNOW" or "FGJ 07-1005 FTL"  
299 East Broward Boulevard, 1<sup>st</sup> Floor  
Fort Lauderdale, Florida (FPUO 33301)  
Delivery Confirmation ("U.S.") mailed article numbered 0306 0302 0005 1659 0813, proof of acceptance of terms attached

c: Cliff Stearns d/b/a FLORIDA CONGRESSMAN CLIFF STEARNS- 115 SE 25<sup>th</sup> Avenue, Ocala, Florida [34471];  
Delivery Confirmation ("U.S.") mailed article numbered 0307 3330 0002 0153 0275, proof of acceptance of terms attached  
Mel Martinez d/b/a MEL MARTINEZ, FLORIDA SENATOR- UNITED STATES SENATE, WASHINGTON, D.C. [20510-0906]  
Delivery Confirmation ("U.S.") mailed article numbered 0307 3330 0002 0153 0268, proof of acceptance of terms attached  
Bill McCollum d/b/a BILL MCCOLLUM, ATTORNEY GENERAL, FLORIDA- The Capitol PL-01, Tallahassee, Florida [32399-1050]  
Delivery Confirmation ("U.S.") mailed article numbered 0307 3330 0002 0153 0190, proof of acceptance of terms attached  
WSBA- c/o Stanley Bastian- 1325 Fourth Avenue #600, Seattle, Washington [98101-2573]  
Delivery Confirmation ("U.S.") mailed article numbered 0307 3330 0002 0153 0282, proof of acceptance of terms attached  
FLORIDA BAR- c/o Fransisco Angones- 44 West Flagler Street, 8<sup>th</sup> Floor, Miami, Florida [33130]  
Delivery Confirmation ("U.S.") mailed article numbered 0307 3330 0002 0153 9469, proof of acceptance of terms attached

The reason for this writing is to simply point out a scrivener's error. The mailing sent directly to Quorum of Grand Jury was 0306 "0320" 0005 1659 0813 and not 0306 "0302" 0005 1659 0813.

Thank you for your effort,



Donna, Michaiiah, Joshua, Saige, Eliana and Michael David Beiter Jr., living souls

**Notice of Rights and of Rights billed, of Frightened family  
and Michael David Beiter Jr.,  
and other notices**

Mailings In Care Of:  
5250 NE 160<sup>th</sup> Avenue, Williston, Florida  
(For Postal Use Only: Zoning Improvement Plan numbered 32696)  
America the Beautiful

5-29-2008

Attn: Quorum of Grand Jury regarding "FGJ 05-10-04 FTL" or "FGJ 06-04-03" or "CASE NO: 07-6317-SNOW"  
or "FGJ 07-1005 FTL"

299 East Broward Boulevard, 1<sup>st</sup> Floor  
Fort Lauderdale, Florida (FPUO 33301)

Delivery Confirmation ("U.S.") mailed article numbered 0306 0302 0005 1659 0813, proof of acceptance of terms attached

Dear and precious neighbors:

According a common-sense interpretation to this list of certified, registered and other mailed articles numbered as listed, the list specifies actual (documented) knowledge that readers of this mailing either knew or should have known before receiving this mailing (knew or should have known, in order so that the grand jury is informed and without bias, per the constitutional wants for grand jury specified upon the first enclosure herewith, where the first enclosure that is enclosed herewith relates specifically to grand juries):

1. Registered ("U.S.") mailed article numbered RB328913329US;
2. Registered ("U.S.") mailed article numbered RB328913315US;
3. Registered ("U.S.") mailed article numbered RB328913346US;
4. Registered ("U.S.") mailed article numbered RB328913363US;
5. Registered ("U.S.") mailed article numbered RB328913385US;
6. Registered ("U.S.") mailed article numbered RB328913394US;
7. Certified ("U.S.") mailed article numbered 7004 1160 0001 6240 6033;
8. Delivery Confirmation ("U.S.") mailed article numbered 0306 1070 0003 0050 0566;
9. Express ("U.S.") mailed article numbered EB194767180US.
10. (List of articles mailed, and numbered, is continued on *third* enclosure).

Since a prudent man would research, and carefully, each seeming legal threat that approaches while the seeming legal threat is still many steps distant, I did research. My research prompts what I believe is my prudent nature, and our prudent natures, to make and send this notice that is being sent and received with return receipt requested (that is, proof of acceptance of terms requested).

I did read, for comprehension and upholding, the text on both the Constitution for the United States of America and the Bill of Rights.

We and our four children want to "be," and want to "be" without involvement of government in whatever way constitutionally possible, wherever constitutionally possible, whenever constitutionally possible, however constitutionally possible (rather than using hyperactive clauses or extraconstitutional activity except activity rightfully ours per Article IX for the Bill of Rights), and as entities noncommercially accessing rights to, and of, Article IX of the bill of rights, "whyever."

Unless that is a crime, and we have the documented presumption and knowledge that that is other than a crime, it is our hope and expectation, based upon the actual documented knowledge that is herewith enclosed, that **the same holds true if we and our four children are frightened, scared, intimidated, terrified, emotionally distressed. After all, the Bill of Rights does state/condition "No warrants shall issue except..." rather than stating/conditioning "All warrants shall issue except..."** since general warrants were banned both here and at England (Black's Law Dictionary, currently commonly used, seventh edition).

Therefore we have made and continue to make notice timely and concisely of what it is that harms us and also of what it is that emotionally affects us, as both are proving to be obstacles against our accessing our rights both to and of quiet enjoyment.

Notice of Introduction (Fourth) regarding Notices Sent and Received of  
Exculpatory Data, Information, and Documents



# U.S. Postal Service™ Delivery Confirmation™ Receipt

DELIVERY CONFIRMATION NUMBER:

0304 1070 0001 0167 8237

Postage and Delivery Confirmation fees must be paid before mailing.

Article Sent To: (to be completed by mailer)

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WSBA



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PS Form 152, May 2002

(See Reverse)

Express notice for sixth supplemental presentment, sent using "UNITED STATES POSTAL SERVICE®"  
"DELIVERY CONFIRMATION™ NUMBER 0304 1070 0001 0167 8237"  
and sent with confirmation of receipt of your writing "dated May 29, 2008"  
per the terms of grievance sent using certified ("U.S.") mailed article numbered 7004 2510 0005 4078 1057.  
Any and all attempts to create waivers are expressly disavowed.

*Michael David Beiter Jr.*  
*In Care of Forwarding Agent: 5250 NE 160<sup>th</sup> Avenue, Williston, Florida*  
*(For Postal Use Only: Zoning Improvement Plan numbered 32696)*  
*America the Beautiful*

6-2-2008

Attn: "Disciplinary Counsel"

In Care of Forwarding Agent: WSBA OFFICE OF DISCIPLINARY COUNSEL  
1325 Fourth Avenue, Suite 600, Seattle, Washington USA (FPUO 98101-2573)

Subject: Your writing dated May 29, 2008

Dear (wet-ink signed) "Disciplinary Counsel":

We have received your writing dated May 29, 2008.

Relevant and pertinent documents indicate that Jed Silversmith elects abating not his willfully blind (Black's Law 7<sup>th</sup>), baseless and frivolous claim(s) as the fraudulent artifices, public and private nuisances, and counterfeit securities that they are, even after our documented good faith reliance, even after Jed's documented bad faith, and even after Jed's absent paper trail of good faith (a/k/a absent paper trail of professional competence).

After careful review of the records before our frightened, scared, terrified, intimidated, and emotionally distressed family, we find that the writing of "Disciplinary Counsel" that is dated May 29, 2008, indicates that "Disciplinary Counsel" intended to make reference to either "information" or "information(s)" and, as such, and if you please, we respectfully request that WSBA forward true photocopies of any and all information(s) to the most pertinent authority for purposes of investigating criminal activity.

Likewise, and further and in addition, we respectfully request that WSBA also forward to the most pertinent authority for purposes of investigating criminal activity whatever data or datum, book(s), record(s), document(s), thing(s), and information(s) pertinent.

Likewise, and further and in addition, we respectfully request that WSBA notify us by sending a writing that is addressed using the address that is accurately lettered as specified hereupon, in order so that we are notified as to whom it is that WSBA intended be the recipient(s) of the forwarding.

, living soul  
for the family Donna, Michaiah, Joshua, Saige, Eliana and Michael David Beiter Jr.

Enclosure:

Photocopy of writing of WSBA (and/or "Office of Disciplinary Counsel") dated May 29, 2008





**WSBA**  
OFFICE OF DISCIPLINARY COUNSEL

May 29, 2008

Jed M. Silversmith  
U.S. Department of Justice  
601 D St NW Fl 7  
Washington, DC 20004-2904

Re: WSBA File: 08-00498  
Grievance filed by Michael David Beiter Jr.

Dear Mr. Silversmith:

We received the enclosed information dated May 21, 2008 from Michael David Beiter Jr.

Under the Rules for Enforcement of Lawyer Conduct, we are providing the information to you. A Review Committee of the Disciplinary Board will consider the information.

Sincerely,

*Disciplinary Counsel*

Disciplinary Counsel

Enclosure

cc: Michael David Beiter Jr.  
(without enclosure)

**Michael David Beiter Jr.  
In Care of Forwarding Agent:  
5250 NE 160<sup>th</sup> Avenue, Williston, Florida  
United States of America**

6/2/2008

Attn: "Disciplinary Counsel" and individuals  
WSBA OFFICE OF DISCIPLINARY COUNSEL  
c/o Stanley Bastian d/b/a STANLEY BASTIAN, PRESIDENT  
1325 Fourth Avenue, Suite 600,  
Seattle, Washington USA [98101-2573]

Dear "Disciplinary Counsel" and individuals, and those whom these writings have concerned, do concern, or may concern:

After the many, many, many statements under oath recorded publically and otherwise, the witness tampering must stop, the subornation for perjury must stop, no matter how ornate, if documented harms are to stop, and even harms with respect for the separation of powers, where notaries (plural) are being harmed and already have averred as to the harms, under oath of course, with penalty against falsehood.

Where is the prosecution against perjury, if anyone's been lying, is of little concern only to those who profit from suppressing information, where our terrified family continues to request increased scrutiny, not suppression or silencing.

Attendant herewith is your original writing dated 5/29/2008 as well as the original mailing envelope. It is with small emotional relief that my family thanks you since your writing does display my honest name, yes, does display also my honestly presented name, for the body of said writing, as I've disclosed my honest name. The relief is noteworthy, but the harms foreseeably will continue to arrive, from willful people, imposed upon our already emotionally distressed, scared, frightened, intimidated, and terrified, family.

I feel very comforted that, based upon the writing of WSBA and/or "Disciplinary Counsel" that at least someone (as yet unidentified) within your circle knows not only my name as a fellow American, even a neighbor, but that you have also gone so far as to honor me by taking out the simple yet erroneous comma that kept interfering with my honest name being recorded "exactly" as I presented my name ("exactly" meaning "legally" plain and simple, where "legal" means "written") using writings, honest writings.

As I previously attempted to inform others, it seems like every name other than mine can show up at my abode, making extraconstitutional threats (violating or abridging rights of Article IX for the federal bill of rights) that any prudent man, in the same or similar circumstances, could almost automatically believe will be imposed erroneously upon him or criminally upon him, his family, and portentially upon every neighbor. The delays against negating harm, the delays against mitigating harm, whatever the vocabulary that people smarter than us legislate, are delays that have denied justice and obstructed justice.

Please relay my sincere gratitude to those who, of your office, do reflect upon their "papers" and/or in computers the corrections that you have clearly, and for lessening harms, made.

I do have legal ownership (copyright) over any and all derivations of art (over any and all derivations, or likenesses, or seeming likenesses, of "Michael David Beiter Jr.")

Thank you for your effort,







**WSBA**  
OFFICE OF DISCIPLINARY COUNSEL

May 29, 2008

Jed M. Silversmith  
U.S. Department of Justice  
601 D St NW Fl 7  
Washington, DC 20004-2904

Re: WSBA File: 08-00498  
Grievance filed by Michael David Beiter Jr.

Dear Mr. Silversmith:

We received the enclosed information dated May 21, 2008 from Michael David Beiter Jr.

Under the Rules for Enforcement of Lawyer Conduct, we are providing the information to you. A Review Committee of the Disciplinary Board will consider the information.

Sincerely,

*Disciplinary Counsel*

Disciplinary Counsel

Enclosure

cc: Michael David Beiter Jr.  
(without enclosure)







# WSBA

OFFICE OF DISCIPLINARY COUNSEL

Douglas J. Ende  
Chief Disciplinary Counsel

June 2, 2008

Michael David Beiter Jr.  
5250 NE 160th Ave  
Williston, FL 32696

Re: Your letter of May 21, 2008

Dear Michael David Beiter Jr.:

We received your letter dated May 21, 2008, sent c/o WSBA President Stanley Bastian. In the letter, you requested that we "specify the remedy" available to you "regarding harms caused" by lawyer Jed M. Silversmith and/or others.

You filed a grievance against Mr. Silversmith that was dismissed by this office. Rule 5.6(b) of the Supreme Court's Rules for Enforcement of Lawyer Conduct provides that a Review Committee of the Disciplinary Board has the authority to review grievances dismissed by disciplinary counsel upon the grievant's request for reconsideration of the dismissal. A Review Committee is scheduled review the matter on June 20, 2008. You will hear from the Review Committee directly regarding its decision. We cannot provide you with legal advice regarding other remedies that may be available to you.

If you believe a lawyer, including a lawyer in the Office of Disciplinary Counsel, has violated the Rules of Professional Conduct, you may file a grievance against that lawyer. Grievances against lawyers in the Office of Disciplinary Counsel are reviewed by a Conflicts Review Officer under ELC 2.7. Grievance forms are available on the WSBA website ([www.wsba.org](http://www.wsba.org)); alternatively, we will provide you with a copy of the form on request. It is not necessary to use the form to initiate a grievance, but it must be done in writing. All persons carrying out the functions set forth in the Rules for Enforcement of Lawyer Conduct (ELC) act under the Washington State Supreme Court's authority. ELC 2.1.

Sincerely,

A handwritten signature in red ink, appearing to read "Douglas J. Ende", is written over a horizontal line.

Douglas J. Ende  
Chief Disciplinary Counsel



**WSBA**  
OFFICE OF DISCIPLINARY COUNSEL

June 3, 2008

Jed M. Silversmith  
U.S. Department of Justice  
601 D St NW Fl 7  
Washington, DC 20004-2904

Re: WSBA File: 08-00498  
Grievance filed by Michael David Beiter Jr.

Dear Mr. Silversmith:

We received the enclosed information dated May 29, 2008 from Michael David Beiter Jr.

Under the Rules for Enforcement of Lawyer Conduct, we are providing the information to you.  
A Review Committee of the Disciplinary Board will consider the information.

Sincerely,

*Disciplinary Counsel*

Disciplinary Counsel

Enclosure

cc: Michael David Beiter Jr.  
(without enclosure)





# WSBA

OFFICE OF DISCIPLINARY COUNSEL

June 6, 2008

Jed M. Silversmith  
U.S. Department of Justice  
601 D St NW Fl 7  
Washington, DC 20004-2904

Re: WSBA File: 08-00498  
Grievance filed by Michael David Beiter Jr.

Dear Mr. Silversmith:

We received the enclosed information dated June 2, 2008 (three letters) from Michael David Beiter Jr.

Under the Rules for Enforcement of Lawyer Conduct, we are providing the information to you. A Review Committee of the Disciplinary Board will consider the information.

Sincerely,

*Disciplinary Counsel*

Disciplinary Counsel

Enclosure

cc: Michael David Beiter Jr.  
(without enclosures)



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Customer Copy  
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UNITED STATES POSTAL SERVICE®

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Date Accepted 6 19 08	Scheduled Date of Delivery Month 6 Day 20	Return Receipt Fee \$
Time Accepted 4:23 PM	Scheduled Time of Delivery <input checked="" type="checkbox"/> Noon <input type="checkbox"/> 3 PM	COD Fee \$
Flat Rate <input type="checkbox"/> or Weight lbs. 3 ozs.	Military <input type="checkbox"/> 2nd Day <input type="checkbox"/> 3rd Day	Insurance Fee \$
	Int'l Alpha Country Code	Total Postage & Fees \$ 16.50
		Acceptance Emp. Initials JCS

FROM: (PLEASE PRINT)

PHONE ( )

~~WSBA~~  
Michael David Beiler Jr  
5250 NE 160th Ave  
Williston, Florida

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Delivery Attempt	Time	Employee Signature
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Delivery Date	Time	Employee Signature
Mo. Day	<input type="checkbox"/> AM <input type="checkbox"/> PM	

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Additional merchandise insurance is void if customer requests waiver of signature.Federal Agency Acct. No. or  
Postal Service Acct. No.

I wish delivery to be made without obtaining signature of addressee or addressee's agent (if delivery employee judges that article can be left in secure location) and I authorize that delivery employee's signature constitutes valid proof of delivery.

☐ NO DELIVERY☐ Weekend ☐ Holiday

Maller Signature

TO: (PLEASE PRINT)

PHONE ( )

WSBA  
c/o DOUGLAS J. Ende  
1325 4th Ave # 600  
Seattle, Washington

ZIP + 4 (U.S. ADDRESSES ONLY. DO NOT USE FOR FOREIGN POSTAL CODES.)

9 8 1 0 1 + 2 5 3 9

FOR INTERNATIONAL DESTINATIONS, WRITE COUNTRY NAME BELOW.

9 8 1 0 1 2 5 3 9

tropical reef  
POMPANO BEACH, Florida  
330609998  
1158540430 -0094  
(800)275-8777 04:25:24 PM

## Sales Receipt

Product Description	Sale Unit	Qty	Price	Final Price
SEATTLE WA 98101 Zone-8				\$16.50

Express Mail PO-Add

Flat Rate

3.00 oz.

Label #:

Next Day Noon / Normal Delivery

Issue PVI:

Total:

Paid by:

Cash

Change Due:

Order stamps at USPS.com/shop or call  
1-800-Stamp24. Go to USPS.com/clicknship  
to print shipping labels with postage.  
For other information call 1-800-ASK-USPS.

Bill #: 1000602722737

Clerk: 13

All sales final on stamps and postage.  
Refunds for guaranteed services only.  
Thank you for your business.

\* To learn more about our new  
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go to [usps.com/business](http://usps.com/business).

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POSTAL EXPERIENCE

YOUR OPINION COUNTS

Customer Copy



Michael David Beiter Jr.

6/18/08

WSBA- c/o Douglas J. Ende, Express Mail ("U.S.") numbered EH 11624501205 also faxed to (206) 727-8325. WSBA file #08-00498

### **STATEMENT IN SUPPORT OF ACTIONS AGAINST JED M. SILVERSMITH**

Jed M. Silversmith, as the head of the prosecutorial team, in the matter of the investigation of one named Michael Beiter Jr. and the many derivations used, has specific duties, one of which is to insure that the time, in terms of taxpayer funds expended, are not wasted and that the rights of all persons are equally protected. It is the responsibility of Mr. Silversmith to insure all actions taken by members of his prosecutorial team are in accordance with applicable law, and also, strictly in adherence with all agency policies and procedures as stipulated in the several manuals prepared and put in place for the purpose of insuring effective, efficient and lawful enforcement.

In the instant cause, it is the specific contention and allegation of petitioner that Mr. Silversmith, acting in concert and collusion with members of the prosecutorial team, has acted in clear and direct violation of statutory authority and the clear requirements laid down in well-established manuals of policy. It is further alleged that Mr. Silversmith, acting in culpable conspiracy with actors under the direction and control of the prosecution, has engaged in a carefully crafted criminal connivance, designed and intended to extend the powers and authority of the prosecutors' office beyond the specifically stipulated constitutional and statutory limitations.

Petitioner asserts, the above alleged and below stipulated practices and procedures of the prosecutorial team have been implemented with deliberate ill will toward a knowingly improper outcome. The particular practices utilized here have been orchestrated in order to affect its victims in very specific ways. A close examination of the actions of the prosecutorial team will demonstrate well-known military style tactics designed to interrupt any and all normal expectation of justice and fair treatment. In this land of law, where each citizen is indoctrinated

into the belief and expectation of justice under rule of law, the behaviors of the prosecutor and his prosecutorial team act to interrupt those expectations. By way of force and threat of force, deliberately outrageous, unjust and unlawful military police state style tactics, including interviews in force, violent and unlawful armed raids under the guise of unlawful execution of warrants to search and seize, improper sealing of investigations, and embracery through misleading of grand jury's by false allegations, and even by going so far as to steal records specifically subpoenaed by a grand jury which the prosecution has reason to believe would directly implicate the prosecution in acts in violation of the color of law.

All of the above has been concocted and committed under the direction and through tacit (if not direct) approval of Mr. Silversmith. It may not be construed that Mr. Silversmith, as respondent superior for his prosecutorial team, could be somehow unaware that consequent to the improper and illegal practices perpetrated under his direction and control, all evidence he and his team have gathered is tainted fruit of a deliberately poisoned tree thus rendering the prosecution void and all funds expended as wasted.

It is the contention of petitioner that the prosecution is knowingly pursuing prosecution against an innocent person, not because I have done anything wrong, but rather, as a result of outside political pressures.

Because I dared to stand firmly on my rights, I have incurred the wrath of certain public officials, and the prosecutor has been put in the untenable position of trying to improperly persecute for political purposes. The problem the prosecutor has is that I am innocent of any criminal activity, so the prosecutor is left attempting to manufacture evidence using threat and intimidation of petitioner's friends, neighbors, and business associates, not toward proper prosecution, but rather to punish petitioner for daring to stand firm in the face of the outrageous wrong set against me.

Mr. Silversmith has gone so far as to steal records that would prove the innocence of the named Defendant in this matter, whether or not Mr. Silversmith purposely will not name the accused on paper properly. The records in question had been subpoenaed by the grand jury, however, since the records would not only prove the innocence of the accused, but also, demonstrate criminal acts on the part of Mr. Silversmith, the records were stolen by Mr. Silversmith and his cohorts and secreted from the grand jury.



The above begs a few questions: Why would Mr. Silversmith and his team take so great a risk as to steal personal property from a witness subpoenaed by the grand jury? Why would Mr. Silversmith send an armed Internal Revenue Service SWAT team to raid a medical clinic belonging to and associate of petitioner under the guise of a criminal Internal Revenue Service investigation, when said associate had gone to great pains to cooperate with agency in its administrative investigation, as proven by documented writings and responses by said IRS agent? Why would he send a team to charge in with guns drawn, to point at the heads of patients on tread mills and even one strapped down to a medical device, guns locked and loaded only one and a half ounce from discharge? Why also would he take such a drastic action with a warrant so blatantly void on its face? Why also would he risk sending in an armed team to steal records not included in a warrant which, otherwise, authorized the officers to take everything except the carpet nailed to the floor? Why would he send in an armed team to steal medical patient records with no privilege team present? Why would he do such things when doing so would render all records collected useless in any further administrative collection attempts? On other occasions, why would the "authorized" agents under Jed's care go into private offices with no warrant and steal from a third party's mailbox, then threaten the proprietor with arrest and criminal prosecution if he revealed the theft? Of course an affidavit of this action has already been publicly recorded and sent to one hundred Senators via delivery confirmed mailings.

On the surface, given only cursory consideration, the above would seem only individual and isolated acts of a few rogue agents, however, on closer examination it becomes clear that hubris is at work here, a malignant calculus contrived toward specific purpose. Having no inculpatory evidence and with no expectation of finding any, in order to effect the goals of high level political instigators, Mr. Silversmith was forced to resort to tactics and techniques intended to punish anyone even remotely connected with petitioner, to frighten and intimidate all petitioners associates, to interrupt any expectation of fair treatment, and thereby, possibly get coerced cooperation in the manufacture of false evidence and testimony. The above is a common practice of the Internal Revenue Service and has been employed successfully on a regular basis. On occasion, however, an innocent man will actually stand up to the tyranny perpetrated by public officials and this is one of them.

As stated herein, this tribunal will find very specific allegations of criminal wrong-doing by Mr. Silversmith and members of prosecutorial team for which Mr. Silversmith is respondent superior. The attached criminal complaints are in the process of being directed to federal and state grand jurors as notice that crimes have been committed with requests for investigation. Petitioner beseeches this tribunal to consider the potential effect of presentment of the documented evidence to a grand jury by an attorney pro-tem. The included criminal allegations and supporting evidence should be enough to shake even the most complacent grand juror out of the delusion that they are safe under our current laws with rogue officials permitted to act so lawlessly. You may have heard the adage that any attorney worth his salt can get a ham sandwich indicted. Well, petitioner suggests, when it comes to public officials abusing the public trust, the problem will be keeping the ham sandwich from getting indicted, and with them, all those who would act in concert and collusion.

Petitioner moves this tribunal to carefully consider the ramifications of allowing prosecutors to act in flagrant disregard for law. Who then is safe? Woe to anyone who would cross this prosecutor or any public official having influence over him. Petitioner moves this tribunal to act with dispatch to stem this trend toward lawlessness on the part of public officials. Prosecution of this prosecutor will give others plausible deniability when the next high level political official tries to put a prosecutor in the impossible position of trying to fabricate a prosecution against an innocent person.

### **STATEMENT OF FACTS**

Many more factual statements are available to support the claims herein, however, in lieu of the fact that a meeting on these matters at the WSBA is scheduled for 6/20/8 therefore only a small sample of facts is discussed herein.

This all began on December 13, 2007, when IRS Special Agent Darci Smith, acting in concert with Assistant United States Attorney, Bertha R. Mitrani, issued a subpoena to Postal Net, 4285 West Lake Mary Blvd, Lake Mary, Florida [32764]. The subpoena demanded production of



records pertaining to Michael Beiter, Donna Beiter, Dough Hagan, Dennis Gleissner, Double-Edged Ministries (DESM), and Car Accident Victims Advocates of America, LLC. (CAVA of America).

Before the appearance date on the subpoena, Darci Smith, along with an unnamed alleged United States Mail Inspector, appeared at the offices of Postal Net and demanded the mail from Box 199. Box 199 did not belong to anyone listed on the subpoena but, due to the aggressive posture of the two armed agents, Mr. Taylor, the owner of Postal Net did not feel he had the option of objecting. Darci Smith and the unnamed agent took mail from the box and, using a Postal Net copier, made copies of the mail, then took the mail and copies without asking permission to use Postal Nets equipment and without paying for the copies.

About two weeks later Darci Smith called Postal Net and complained that Mike Beiter had found out about her investigation. Mr. Taylor told her that he knew nothing about the matter at hand as he had never personally met Mike Beiter. Darci Smith was quite agitated and repeatedly threatened Mr. Taylor with arrest for revealing her schemes.

I, upon having it made known that I may have been under grand jury investigation, in an act of good faith, attempted to make myself available for questioning and to make any records the grand jury might desire readily available. Subsequently, I received a letter from Assistant United States Attorney R. Alexander Acosta through his agents, warning me that any attempt to contact a grand jury could be considered as an attempt to obstruct. Embracery only contemplates attempts to improperly influence a grand jury. An honest attempt to make oneself and ones papers readily available to the grand jury can hardly be considered an attempt to obstruct unless you are an attorney with no consideration for the truth and one who is working form some hidden agenda dedicated to indictment without regard to the right of things.

While supposedly acting under a sealed investigation, Special Internal Revenue Enforcement Agent Darci Smith, acted with intentionally ruthless disregard for common decency and the rule of law while making it perfectly clear to those affected that the purpose of the acts were to punish those associated with petitioner. Agent Smith perpetrated a raid on the medical offices of Dr. Jeff Hazim with a warrant so vague as to authorize the agents to take everything except the carpet nailed to the floor. The fact that Federal Magistrate Snow approved such an abomination,

and even sealed the warrant, is testimony to concert and collusion on the part of the federal courts.

It wasn't enough that the warrant was insufficient on its face for lack of specificity, an affidavit referenced on the face of the warrant was not attached rendering the warrant void for lack of completeness. This of course is well documented and proven as are all factual statements made herein

At the time of the execution of the warrant, Internal Revenue Agents had already been to the medical facility while engaged in administrative collection activities. Records had been readily produced without so much as the need for a subpoena. On issuance of the warrant, Agent Smith assembled a SWAT team of alleged agents and stormed the facility during normal business hours with guns in hand. The agents, while screaming commands and orders to the terrorized patients, made a special point to direct their locked and loaded firearms at the heads of each victim when prudent practice is to direct the weapon at the largest body mass. In this case, the firearm was not used for protection, but rather, was deliberately employed to instill terror in their victims.

The Internal Revenue Manual is clear on the use of weapons. An agent may only draw a weapon when there is demonstrable cause to draw the weapon and to discharge. In this case, the agents entered a familiar location, a location they have previously visited with no resistance or interference. Darci and her team took records with no conceivable value to any possible Internal Revenue Investigation. Darci Smith specifically told Dr. Jeff that he was the target of a criminal Internal Revenue Investigation, yet, with no privilege team present, having failed to properly photograph the premises prior to taking records, then again, failing to photograph again after seizing records and other objects and failing to provide a complete inventory making it impossible for Dr. Jeff to specifically demand items taken. Darci, in her normal manner even wrote to Dr. Jeff and told him she did not believe she was interrupting his ability to finish his filing even though she took his filing documents in her bogus raid. Her exact words to Dr. Jeff when he said it was very inconvenient to attempt the filings without his paperwork was I quote "this was not meant to be convenient." Many witnesses have similar stories on record about the same harsh, threatening tactics used against them by Jed's team.



Most damning was the seizure of patient medical records having no evidentiary value and specifically privileged. Subsequent to the taking of said records, Dr. Jeff has suffered a sixty percent loss of business indicating the very real possibility that his records have been compromised by the prosecution. Competitors and insurance carriers would pay dearly for those medical records.

Consequent to the improper practices of the prosecution, Public Service Questionnaires have been sent to all relevant officials involved. In spite of twenty-two specific Congressional Statutes mandating response, not a single agent had demonstrated his/her authority to act in an official capacity. Federal Crop Insurance v Merrill makes it the duty of the people to determine the authority of a public official and the twenty-two Statutes protect that authority, however, the agents involved seem to have no concern for the specific rule of law. They seem to think they will be protected by a United States Attorney who has unfettered discretion to determine who he wants to prosecute and who he doesn't. Petitioner suggests that is a false hope on the part of these officials as the people have the specific right and duty to report crime and the grand jury has the authority and duty to investigate crime when notified of criminal acts.

This is only a small sample of evidence in support of the many criminal complaints that are being prepared at this time. I would be amiss not to tell you that many in the media circles have contacted me as they have heard of the tyranny of a few specific rogue agents and my story has grown. I love America and its freedom principals and I will stand for them until the end.

The actual criminal affidavits have not been included in this presentment as they are being presented to a grand jury and are necessarily excluded. Please act accordingly as it is your duty to do so. If it helps, every official I have offered the overwhelming amount of evidence that supports all of my claims, has objected to seeing the evidence. Perhaps your board will request all of the evidence in support of my many claims. If you deny the evidence, then I of course have no choice to believe you are conspiring against me.

As Always,

A handwritten signature in black ink, appearing to read "Michael Dan BCR", written in a cursive style.

TRANSMISSION VERIFICATION REPORT

TIME : 06/19/2008 13:49  
NAME : FEDEX KINKO'S 1577  
FAX : 954--351-7017  
TEL : 9543517066  
SER.# : 000K6J149097

DATE, TIME	06/19 13:46
FAX NO./NAME	12067278325
DURATION	00:02:43
PAGE(S)	07
RESULT	OK
MODE	STANDARD
	ECM





**WASHINGTON STATE BAR ASSOCIATION  
DISCIPLINARY BOARD**

1325 Fourth Avenue, Suite 600 • Seattle, Washington 98101-2539  
Telephone: (206) 727-8280 • Fax: (206) 727-8314

**LARRY KUZNETZ**  
Chair of the Disciplinary Board

**NOTICE**

Attached is a copy of the Findings and Order of the Review Committee of the Disciplinary Board. Please note the appropriate section below for information on the findings, conclusions and order of your grievance:

☒ **Dismissal**

If the review committee orders the grievance be dismissed with no further actions, the grievance will be dismissed. The decision of the Review Committee is not appealable.

☐ **Advisory Letter**

When a Review Committee dismisses a grievance, it also may send the lawyer an advisory letter cautioning the lawyer about his or her conduct. An advisory letter is not a finding of misconduct, is not a disciplinary sanction, and is not public information. It is intended to warn and educate the lawyer about conduct that could result in similar grievances.

☐ **Admonition**

If the Review Committee determined that there was sufficient misconduct under the Rules for Enforcement of Lawyer Conduct (ELC) to warrant the issuance of an Admonition under Rule 13.5 of the Rules for Enforcement of Lawyer Conduct, a written Admonition will be issued shortly, and made a part of the lawyer's records with the Washington State Bar Association. An admonition is public information. ELC 3.1(b).

The respondent lawyer may file a protest of the Admonition within 30 days of service of the Admonition. Upon receipt of a timely protest, the Admonition is rescinded, and the grievance is considered to have been ordered to a public hearing by the Review Committee issuing the Admonition. The grievant will be notified if a protest is filed by the respondent lawyer. A grievant may not protest or appeal the issuance of an Admonition.

☐ **Order to Hearing or for Further Investigation**

If the Review Committee has ordered a public hearing or returned for further investigation, and you have any questions, please contact the Disciplinary Counsel in charge of the file or the Office of Disciplinary Counsel at (206) 727-8207.

☐ **Other:** \_\_\_\_\_

If you have any questions, please contact the Disciplinary Counsel in charge of the file or the Office of the Disciplinary Counsel at (206) 727-8207. The decision of the Review Committee is not appealable.

Date: 6/20/08

File Number: 08-00498

Mailed To: JED MICHAEL SILVERSMITH, MICHAEL DAVID BEITER

**BEFORE THE DISCIPLINARY BOARD OF THE  
WASHINGTON STATE BAR ASSOCIATION**  
Thomas Cena (Chair), Frederick Meyers, Brian Romas  
**FINDING AND ORDER OF REVIEW COMMITTEE I**

**Respondent Lawyer: JED MICHAEL SILVERSMITH**

**W.S.B.A FILE NO.: 08-00498**

**Respondent's Counsel:**

**Grievant: MICHAEL DAVID BEITER**

Having reviewed the materials regarding the above captioned grievance, Review Committee I of the Disciplinary Board of the WSBA hereby makes the following findings, conclusions and order pursuant to the authority granted by Rules 2.4, 5.3, 5.6 and 8.2 of the Rules for Enforcement of Lawyer Conduct (ELC):

- ( ) There is sufficient evidence of unethical behavior to take further action, and IT IS ORDERED: that a hearing should be held on the allegations of the grievance.
  - ( ) and consolidated with other grievances against this lawyer.
- ( ) There is no evidence or insufficient evidence of unethical behavior to prove misconduct by a clear preponderance of the evidence, and IT IS ORDERED: that the grievance should be dismissed with no further action. Should there be a judicial finding of impropriety, the grievant may request that the grievance be reopened.
- (X) The allegations in the grievance do not constitute misconduct under the Rules of Professional Conduct. Hence, the WSBA does not have the authority to take further action, and IT IS ORDERED: that the grievance should be dismissed with no further action.
- ( ) The allegations in the grievance do not constitute a sufficient degree of misconduct which would warrant further action except IT IS ORDERED: that an admonition should be issued to the lawyer. (ELC 13.5)
- ( ) There is not sufficient evidence of unethical behavior to prove misconduct by a clear preponderance of the evidence, and it is ORDERED that the grievance is dismissed, but an advisory letter be sent to the lawyer pursuant to ELC 5.7 cautioning the lawyer regarding \_\_\_\_\_  
\_\_\_\_\_

- ( ) There is a need for further information and IT IS ORDERED that further investigation be conducted in the area of: \_\_\_\_\_  
\_\_\_\_\_
- ( ) There is pending civil or criminal action which involves substantially similar allegations and IT IS ORDERED that investigation and review of this grievance should be deferred pending resolution of the civil or criminal litigation.
- ( ) IT IS ORDERED under ELC 5.3(f) that respondent lawyer pay \$\_\_\_\_\_ in total costs and expenses in connection with his or her failure to cooperate with the disciplinary investigation(s), as documented in the Report to Review Committee.
- ( ) and IT IS ORDERED \_\_\_\_\_  
\_\_\_\_\_

Dated this 20 day of June 2008  
The vote was 3-0

\_\_\_\_\_  
Thomas Cena, Chairperson of Review Committee I





Frightened family and Michael David Beiter Jr., noncommercial entities  
5250 NE 160<sup>th</sup> Avenue  
Williston, Florida [Zoning Improvement Plan numbered 32696]  
America the Beautiful

6/24/2008

WSBA  
c/o Douglas J. Ende  
1325 Fourth Avenue, Suite 600  
Seattle, Washington USA [98101-2573]

Dear Sir or Madam:

We are in receipt of your writing dated June 20, 2008. We have the presumption that the silences of Jed Silversmith, causing harm and causing costs, have continued within your ability to perceive.

We have sent documents for WSBA employees to view and review, sufficient for preponderance of the evidence, where the documents both showed and show cause for discipline arises from calendar dates recorded and un rebuttable as to the dates that notices were received, indicating that WSBA and employees for WSBA either knew or should have known the facts that indicate harm, and indicate foreseeable harm, which is not fitting, where Jed Silversmith likewise knew, and should have known, the facts that indicate harm and indicate foreseeable harm.

We wrote, and write, to you of harms actual, factual, and documented, and of foreseeable harms, against the disabled, the poor, the less educated who come after us, as who could continue as we have, with the detriment from relying upon the good faith of Jed Silversmith. Is this not why Jed Silversmith must bond Jed Silversmith's activities, mere claim?

By our grievance we also convey that you, your respective selves, vanish your rights to the reliefs and the remedies that we seek, when you vanish our rights to discipline against the silent Jed Silversmith who, even strongly encouraged by WSBA to relay response to grievance through WSBA or to send response to grievance directly to us, elects *further* silence still.

Enclosed herewith by reference, as it is in your files; WSBA will find un rebuttable (Fed. Evid. Code § 201, 902) calendar-dated evidence, in the form of an Alachua recorded affidavit with exhibit(s). The exhibit(s) evidence(s) costs of mailings (detriment from reliance upon the offers of Jed Silversmith). Such is and shall be used as **self-authenticating** evidence and un rebuttable evidence per Federal Evidence Code § 201, 902, enclosed herewith for "preponderance of the evidence burden-carrying" categorically the same as the affidavit, from a notary, that WSBA has received and viewed in WSBA's ordinary capacity, regarding harms of direct or collaborative effort of Jed Silversmith.

Any and all waivers that WSBA or others attempt to create relating to us, severally or jointly, are disavowed and all rights are reserved. We continue in our want for quiet enjoyment, of our rights to and of quiet enjoyment. We continue in our want for right to life with honest legal name, rather than seeming honest legal name.

Employees for WSBA, and others, are merely able to assert under oath "I, or we, believe that we know your name" while I am able to testify "I know my name." That is simple enough for determining who is to blame and who upheld the honest record, honest recordkeeping methods, integrity for the sake of the record, whether before, during, or after the grievance.

Thank you for your effort and patience. Please discipline Jed Silversmith under the premise of documented bad faith activity and absent documented good faith (professional competence) in light of the exculpatory evidence viewed. Rejection of WSBA regarding discipline as specified is rejected, as WSBA rejection against disciplining Jed Silversmith causes harm emotionally after due notice was given of that which distresses emotionally, causes furtherance of harm of others, and is the aiding and abetting force for whatever commercial injury/ies are proximately caused of Jed Silversmith.

Your neighbors aghast,



, Michael David Beiter Jr., living soul (noncommercial entity)

for Donna, Michaiiah, Joshua, Saige, Eliana, Michael David Beiter Jr. (noncommercial entities per Article IX, bill of rights, if using only constitutional language for explaining "life" (fertilized human ovum, specifically))





**WSBA**  
OFFICE OF DISCIPLINARY COUNSEL

June 24, 2008

Jed M. Silversmith  
U.S. Department of Justice  
601 D St NW Fl 7  
Washington, DC 20004-2904

Re: WSBA File: 08-00498  
Grievance filed by Michael David Beiter Jr.

Dear Mr. Silversmith:

We received the enclosed information dated June 18, 2008 from Michael David Beiter Jr.

Under the Rules for Enforcement of Lawyer Conduct, we are providing the information to you.  
As this matter has been closed, we will take no further action at this time.

Sincerely,

*Disciplinary Counsel*

Disciplinary Counsel

Enclosure

cc: Michael David Beiter Jr.  
(without enclosure)



## THE FLORIDA BAR

651 EAST JEFFERSON STREET  
TALLAHASSEE, FL 32399-2300

JOHN F. HARKNESS, JR.  
EXECUTIVE DIRECTOR

850/561-5600  
WWW.FLORIDABAR.ORG

July 9, 2008


Mr. Michael David Beiter, Jr.  
c/o Kevin P. Mahoney  
200 Chauncy Street  
Mansfield, MA 02048

Dear Mr. Beiter:

The Florida Bar is in receipt of your "notification only" Certificate of Non-Performance/Dishonor/Non Response. The form states it was mailed with notices and according to Mr. Mahoney some type of response is requested, however, he was not able to explain exactly what action you are requesting from the Florida Bar. The request was forwarded to this office from Mr. Angones to Mr. Harkness, Executive Director of The Florida Bar, who has requested additional information be gathered so we can assist you.

Would you please contact me at your earliest opportunity so we may discuss this in detail? I can be reached at 1-800-342-8060 ext 5639.

Sincerely,

  
Richard Orr  
Investigator



# **CERTIFICATE OF NON-PERFORMANCE / DISHONOR / NON RESPONSE**

STATE OF Massachusetts COUNTY OF Bristol SS

**PRESENTMENT** Be it known, that, the person signing below, a duly empowered Notary Public, at the request of Michael David Beiter Jr. In care of 200 Chauncy St., Suite 201, Mansfield, Mass  
Creditor Address  
 did duly present on 6-2-2008 the attached notary seal dated 6-2-2008  
Foreman of the Grand Jury d/b/a Grand Jury in Quorum, 299 East Broward  
to Boulevard, 1<sup>st</sup> Fl., Fort Lauderdale, Florida 33301

signed by Michael David Beiter Jr. requesting Performance and response, the **TOTAL\***  
 time limit having elapsed for acceptance thereof and providing remedy for the harmed parties, which was refused.

**PROTEST** Whereupon, the Notary Public signing below, for the reason dishonor by non-response, does publicly and solemnly certify the dishonor as against all parties it may concern for liability equivalent to the face value of the instrument, and all costs, damages and interest incurred, or hereafter incurred, by reason of nonperformance thereof and stipulations therein.

**NOTICE** The undersigned Notary Public, certifies that on June 27, 2008 Notice(s) of Dishonor were sent to the parties noted below by depositing in a depository of the United States Postal Service within the State indicated herein a sealed envelope containing said Notices(s) directed to the respective persons at the last known corresponding address noted below:

NAME	ADDRESS
Foreman of the Grand Jury	<u>299 East Broward Boulevard, 1<sup>st</sup> Fl.</u>
Grand Jury in Quorum	<u>Fort Lauderdale, Florida 33301</u>
Cliff Stearns, Congressman	<u>115 SE 25<sup>th</sup> Ave, Ocala, Florida</u>
Mel Martinez, Senator	<u>United States Senate, Washington, DC</u>
Bill McCollum, Florida AG	<u>The Capitol PL-01, Tallahassee, FL</u>
WSBA-c/o Stanley Bastian	<u>1325 4<sup>th</sup> Ave, #600, Seattle, WA</u>
Fransisco Angones-FL Bar	<u>44 W. Flagler St., 8<sup>th</sup> Fl, Miami, FL</u>
_____	_____
_____	_____

**TESTIMONY** In testimony of the above, I have signed my name and attached my official seal

 Notary Public

My Commission Expires September 24, 2010

Date June 27, 2008

AMOUNT  
INTEREST  
NOTICES  
POSTAGE  
PROTEST

\* Unless entered, TOTAL is defined as the value of the referenced account.



## **CERTIFICATION OF DUE PRESENTMENT OF NOTICE UNDER NOTARY SEAL**

Date of Presentment: June 2, 2008

Notice Presented Under Seal: **REPORTED KNOWLEDGE/INFORMATION OF GRAND JURY  
 REPORTED BILLING ISSUED WITH GRAND JURY  
 REPORTED CORRESPONDENCE WITH OTHERS DULY NOTIFIED  
 ALL DOCUMENTS LISTED ON NOTARY CERTIFICATE OF SERVICE DATED June 2, 2008**

Notary's Certification: The above-noted parties were presented notice under notary seal that certification of non-performance within three (3) days of postmark would comprise their confession to the absence of a defect in the evidence presented by Michael David Beiter Jr., the time having elapsed for performance thereof, which was refused.

# **CERTIFICATE OF NON-PERFORMANCE / DISHONOR / NON RESPONSE**

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signed by Michael David Beiter Jr. requesting Performance and response, the **TOTAL\***  
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_____	_____
_____	_____

**TESTIMONY** In testimony of the above, I have signed my name and attached my official seal

 Notary Public

My Commission Expires September 24, 2010

Date June 27, 2008

AMOUNT  
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Date of Presentment: June 2, 2008

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 REPORTED BILLING ISSUED WITH GRAND JURY  
 REPORTED CORRESPONDENCE WITH OTHERS DULY NOTIFIED  
 ALL DOCUMENTS LISTED ON NOTARY CERTIFICATE OF SERVICE DATED June 2, 2008**

Notary's Certification: The above-noted parties were presented notice under notary seal that certification of non-performance within three (3) days of postmark would comprise their confession to the absence of a defect in the evidence presented by Michael David Beiter Jr., the time having elapsed for performance thereof, which was refused.



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signed by Michael David Beiter Jr. requesting Performance and response, the **TOTAL\***  
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_____	_____
_____	_____

AMOUNT  
INTEREST  
NOTICES  
POSTAGE  
PROTEST

\* Unless entered, TOTAL is defined as the value of the referenced account.



**TESTIMONY** In testimony of the above, I have signed my name and attached my official seal

*Kevin P. Mahoney* Notary Public

My Commission Expires September 24, 2010

Date June 27, 2008

## **CERTIFICATION OF DUE PRESENTMENT OF NOTICE UNDER NOTARY SEAL**

Date of Presentment:	<u>June 2, 2008</u>
Notice Presented Under Seal:	<b>REPORTED KNOWLEDGE/INFORMATION OF GRAND JURY REPORTED BILLING ISSUED WITH GRAND JURY REPORTED CORRESPONDENCE WITH OTHERS DULY NOTIFIED ALL DOCUMENTS LISTED ON NOTARY CERTIFICATE OF SERVICE DATED June 2, 2008</b>
Notary's Certification:	The above-noted parties were presented notice under notary seal that certification of non-performance within three (3) days of postmark would comprise their <u>confession to the absence of a defect in the evidence presented by Michael David Beiter Jr.</u> , the time having elapsed for performance thereof, which was refused.

# **CERTIFICATE OF NON-PERFORMANCE / DISHONOR / NON RESPONSE**

STATE OF Massachusetts COUNTY OF Bristol SS

**PRESENTMENT** Be it known, that, the person signing below, a duly empowered Notary Public, at the request of Michael David Beiter Jr. In care of 200 Chauncy St., Suite 201, Mansfield, Mass

Creditor Due presentment under Address  
did duly present on 6-2-2008 the attached notary seal dated 6-2-2008  
Forman of the Grand Jury d/b/a Grand Jury in Quorum, 299 East Broward  
to Boulevard, 1<sup>st</sup> Fl., Fort Lauderdale, Florida 33301

signed by Michael David Beiter Jr. requesting Performance and response, the TOTAL\*  
time limit having elapsed for acceptance thereof and providing remedy for the harmed parties, which was refused.

**PROTEST** Whereupon, the Notary Public signing below, for the reason dishonor by non-response, does publicly and solemnly certify the dishonor as against all parties it may concern for liability equivalent to the face value of the instrument, and all costs, damages and interest incurred, or hereafter incurred, by reason of nonperformance thereof and stipulations therein.

\* Unless entered, TOTAL is defined as the value of the referenced account.

**NOTICE** The undersigned Notary Public, certifies that on June 27, 2008 Notice(s) of Dishonor were sent to the parties noted below by depositing in a depository of the United States Postal Service within the State indicated herein a sealed envelope containing said Notices(s) directed to the respective persons at the last known corresponding address noted below:

NAME	ADDRESS
<u>Foreman of the Grand Jury</u>	<u>299 East Broward Boulevard, 1<sup>st</sup> Fl.</u>
<u>Grand Jury in Quorum</u>	<u>Fort Lauderdale, Florida 33301</u>
<u>Cliff Stearns, Congressman</u>	<u>115 SE 25<sup>th</sup> Ave, Ocala, Florida</u>
<u>Mel Nartinez, Senator</u>	<u>United States Senate, Washington, DC</u>
<u>Bill McCollum, Florida AG</u>	<u>The Capitol PL-01, Tallahassee, FL</u>
<u>WSBA-c/o Stanley Bastian</u>	<u>1325 4<sup>th</sup> Ave, #600, Seattle, WA</u>
<u>Fransisco Angones-FL Bar</u>	<u>44 W. Flagler St., 8<sup>th</sup> Fl, Miami, FL</u>
_____	_____
_____	_____



**TESTIMONY** In testimony of the above, I have signed my name and attached my official seal

*[Signature]*

Notary Public

My Commission Expires September 24, 2010

Date June 27, 2008

## **CERTIFICATION OF DUE PRESENTMENT OF NOTICE UNDER NOTARY SEAL**

Date of Presentment: June 2, 2008

Notice Presented Under Seal: **REPORTED KNOWLEDGE/INFORMATION OF GRAND JURY  
REPORTED BILLING ISSUED WITH GRAND JURY  
REPORTED CORRESPONDENCE WITH OTHERS DULY NOTIFIED  
ALL DOCUMENTS LISTED ON NOTARY CERTIFICATE OF SERVICE DATED June 2, 2008**

Notary's Certification: The above-noted parties were presented notice under notary seal that certification of non-performance within three (3) days of postmark would comprise their confession to the absence of a defect in the evidence presented by Michael David Beiter Jr., the time having elapsed for performance thereof, which was refused.



# **CERTIFICATE OF NON-PERFORMANCE / DISHONOR / NON RESPONSE**

STATE OF Massachusetts COUNTY OF Bristol SS

AMOUNT  
INTEREST  
NOTICES  
POSTAGE  
PROTEST

**PRESENTMENT** Be it known, that, the person signing below, a duly empowered Notary Public, at the request of Michael David Beiter Jr. In care of 200 Chauncy St., Suite 201, Mansfield, Mass  
Creditor Address  
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Due presentment under  
Forman of the Grand Jury d/b/a Grand Jury in Quorum, 299 East Broward  
to Boulevard, 1<sup>st</sup> Fl., Fort Lauderdale, Florida 33301

signed by Michael David Beiter Jr. requesting Performance and response, the TOTAL\*  
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**NOTICE** The undersigned Notary Public, certifies that on June 27, 2008 Notice(s) of Dishonor were sent to the parties noted below by depositing in a depository of the United States Postal Service within the State indicated herein a sealed envelope containing said Notices(s) directed to the respective persons at the last known corresponding address noted below:

NAME	ADDRESS
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Grand Jury in Quorum	<u>Fort Lauderdale, Florida 33301</u>
Cliff Stearns, Congressman	<u>115 SE 25<sup>th</sup> Ave, Ocala, Florida</u>
Mel Nartinez, Senator	<u>United States Senate, Washington, DC</u>
Bill McCollum, Florida AG	<u>The Capitol PL-01, Tallahassee, FL</u>
WSBA-c/o Stanley Bastian	<u>1325 4<sup>th</sup> Ave, #600, Seattle, WA</u>
Fransisco Angones-FL Bar	<u>44 W. Flagler St., 8<sup>th</sup> Fl, Miami, FL</u>
_____	_____
_____	_____



**TESTIMONY** In testimony of the above, I have signed my name and attached my official seal

*[Signature]*

Notary Public

My Commission Expires September 24, 2010

Date June 27, 2008

## **CERTIFICATION OF DUE PRESENTMENT OF NOTICE UNDER NOTARY SEAL**

Date of Presentment: June 2, 2008

Notice Presented Under Seal: **REPORTED KNOWLEDGE/INFORMATION OF GRAND JURY  
REPORTED BILLING ISSUED WITH GRAND JURY  
REPORTED CORRESPONDENCE WITH OTHERS DULY NOTIFIED  
ALL DOCUMENTS LISTED ON NOTARY CERTIFICATE OF SERVICE DATED June 2, 2008**

Notary's Certification: The above-noted parties were presented notice under notary seal that certification of non-performance within three (3) days of postmark would comprise their **confession to the absence of a defect in the evidence presented by Michael David Beiter Jr.**, the time having elapsed for performance thereof, which was refused.

**CERTIFICATE OF NON-PERFORMANCE / DISHONOR / NON RESPONSE**STATE OF Massachusetts COUNTY OF Bristol SSAMOUNT  
INTEREST  
NOTICES  
POSTAGE  
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Fransisco Angones-FL Bar	<u>44 W. Flagler St., 8<sup>th</sup> Fl, Miami, FL</u>

**TESTIMONY** In testimony of the above, I have signed my name and attached my official seal\_\_\_\_\_  
Notary Public  
My Commission Expires September 24, 2010  
Date June 27, 2008**CERTIFICATION OF DUE PRESENTMENT OF NOTICE UNDER NOTARY SEAL****Date of Presentment:** June 2, 2008**Notice Presented Under Seal:** **REPORTED KNOWLEDGE/INFORMATION OF GRAND JURY**  
**REPORTED BILLING ISSUED WITH GRAND JURY**  
**REPORTED CORRESPONDENCE WITH OTHERS DULY NOTIFIED**  
**ALL DOCUMENTS LISTED ON NOTARY CERTIFICATE OF SERVICE DATED June 2, 2008****Notary's Certification:** The above-noted parties were presented notice under notary seal that certification of non-  
performance within three (3) days of postmark would comprise their **confession to**  
**the absence of a defect in the evidence presented by Michael David Beiter Jr.**, the time  
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**CERTIFICATE OF NON-PERFORMANCE / DISHONOR / NON RESPONSE**STATE OF Massachusetts COUNTY OF Bristol SS**PRESENTMENT** Be it known, that, the person signing below, a duly empowered Notary Public, at the request of Michael David Beiter Jr. In care of 200 Chauncy St., Suite 201, Mansfield, MassCreditor Due presentment under Address  
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Fransisco Angones-FL Bar	<u>44 W. Flagler St., 8<sup>th</sup> Fl, Miami, FL</u>

**TESTIMONY** In testimony of the above, I have signed my name and attached my official seal Notary PublicMy Commission Expires September 24, 2010Date June 27, 2008AMOUNT  
INTEREST  
NOTICES  
POSTAGE  
PROTEST\* Unless entered, TOTAL is  
defined as the value of the  
referenced account.**CERTIFICATION OF DUE PRESENTMENT OF NOTICE UNDER NOTARY SEAL****Date of Presentment:** June 2, 2008**Notice Presented Under Seal:** **REPORTED KNOWLEDGE/INFORMATION OF GRAND JURY**  
**REPORTED BILLING ISSUED WITH GRAND JURY**  
**REPORTED CORRESPONDENCE WITH OTHERS DULY NOTIFIED**  
**ALL DOCUMENTS LISTED ON NOTARY CERTIFICATE OF SERVICE DATED June 2, 2008****Notary's Certification:** The above-noted parties were presented notice under notary seal that certification of non-  
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# **CERTIFICATE OF NON-PERFORMANCE / DISHONOR / NON RESPONSE**

STATE OF Massachusetts COUNTY OF Bristol SS

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_____	_____
_____	_____

**TESTIMONY** In testimony of the above, I have signed my name and attached my official seal

  
 \_\_\_\_\_ Notary Public

My Commission Expires September 24, 2010

Date June 27, 2008

AMOUNT  
INTEREST  
NOTICES  
POSTAGE  
PROTEST

\* Unless entered, TOTAL is defined as the value of the referenced account.



## **CERTIFICATION OF DUE PRESENTMENT OF NOTICE UNDER NOTARY SEAL**

<b>Date of Presentment:</b>	<u>June 2, 2008</u>
<b>Notice Presented Under Seal:</b>	<b>REPORTED KNOWLEDGE/INFORMATION OF GRAND JURY REPORTED BILLING ISSUED WITH GRAND JURY REPORTED CORRESPONDENCE WITH OTHERS DULY NOTIFIED ALL DOCUMENTS LISTED ON NOTARY CERTIFICATE OF SERVICE DATED June 2, 2008</b>
<b>Notary's Certification:</b>	The above-noted parties were presented notice under notary seal that certification of non-performance within three (3) days of postmark would comprise their <u>confession to the absence of a defect in the evidence presented by Michael David Beiter Jr.</u> , the time having elapsed for performance thereof, which was refused.





**Richard Orr**  
**Staff Investigator**  
**Tallahassee Branch Office**

Phone: (850) 561-5639  
(800) 342-8060, ext. 5639  
Fax: (850) 561-5829  
E-mail: rorr@flabar.org

The Florida Bar, 651 East Jefferson Street  
Tallahassee, FL 32399-2300  
[www.floridabar.org](http://www.floridabar.org)



**THE FLORIDA BAR**  
**651 EAST JEFFERSON STREET**  
**TALLAHASSEE, FL 32399-2300**

*Visit our website: [www.FLORIDABAR.org](http://www.FLORIDABAR.org)*



Hasler

016H1650375  
**\$00.42**  
07/09/2008  
Mailed From 3239  
**US POSTAGE**

Mr. Michael David Beiter, Jr.  
c/o Kevin P. Mahoney  
200 Chauncy Street  
Mansfield, MA 02048

02048+1200-99 C004



# EVIDENCE OF SERVICE

True unaltered copy of receipt for

<input type="checkbox"/> United States Certified Mail	<input type="checkbox"/> Return Receipt Requested
<input type="checkbox"/> United States Express Mail	<input type="checkbox"/> Postal Service receipt for currency
<input type="checkbox"/> United States First Class Mail	<input type="checkbox"/> United States Registered Mail
<input type="checkbox"/> United Parcel Service	<input type="checkbox"/> Federal Express

*Delivery Confirmation*

## U.S. Postal Service™ Delivery Confirmation™ Receipt

Postage and Delivery Confirmation fees must be paid before mailing.

Article Sent To: (to be completed by mailer)

WSBA  
(Please Print)  
c/o Stanley Bastian  
1325 Fourth Avenue #600  
Seattle, Washington [98101-2573] *Bester*



### POSTAL CUSTOMER:

Keep this receipt. For Inquiries:  
Access internet web site at  
[www.usps.com](http://www.usps.com)®  
or call 1-800-222-1811

### CHECK ONE (POSTAL USE ONLY)

- ☒ Priority Mail™ Service  
☐ First-Class Mail® parcel  
☐ Package Services parcel

PS Form 152, May 2002

(See Reverse)

State of Massachusetts )  
County of Bristol ) ss.:

### COPY CERTIFICATION

On this 27th day of June, 2008, for the purpose of verification, I, the undersigned Notary Public, being commissioned in the County and State noted above, do certify that this is a true and correct copy which I made of the original document(s).

WITNESS my hand and official seal.

Kevin Mahoney, Notary Public

(Seal)

September 24, 2010  
My Commission Expires

Stamp





# EVIDENCE OF SERVICE

True unaltered copy of receipt for

☐ United States Certified Mail  
☐ United States Express Mail  
☐ United States First Class Mail  
☐ United Parcel Service

☐ Return Receipt Requested  
☐ Postal Service receipt for currency  
☐ United States Registered Mail  
☐ Federal Express

☒ Delivery Confirmation

## U.S. Postal Service™ Delivery Confirmation™ Receipt

Postage and Delivery Confirmation fees must be paid before mailing.  
Article Sent To: (to be completed by mailer)

WSBA  
c/o Stanley Bastian  
1325 Fourth Avenue #600  
Seattle, Washington [98101-2573] *Beiter*



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Keep this receipt. For Inquiries:  
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State of Massachusetts )

) ss.:

County of Bristol )

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WITNESS my hand and official seal.

*Kevin Mahoney* (Seal)

Kevin Mahoney, Notary Public

September 24, 2010  
My Commission Expires

Stamp



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True unaltered copy of receipt for

- ☐ United States Certified Mail  
☐ United States Express Mail  
☐ United States First Class Mail  
☐ United Parcel Service

- ☐ Return Receipt Requested  
☐ Postal Service receipt for currency  
☐ United States Registered Mail  
☐ Federal Express

*✗ Delivery Confirmation*

**Postal Service™ Delivery Confirmation™ Receipt**

Postage and Delivery Confirmation fees must be paid before mailing.

Article Sent To: (to be completed by mailer)

**Bill McCollum d/b/a BILL MCCOLLUM,  
ATTORNEY GENERAL, FLORIDA  
The Capitol PL-01  
Tallahassee, Florida [32399-1050]** *Beiter*

DELIVERY CONFIRMATION NUMBER: 0307 1790 0000 3172 3308

Postmark Here  
**JUN 27 2008**  
MANSFIELD MA  
USPS - 02048

**POSTAL CUSTOMER:**  
Keep this receipt. For Inquiries:  
Access internet web site at  
[www.usps.com](http://www.usps.com)®  
or call 1-800-222-1811

**CHECK ONE (POSTAL USE ONLY)**

☐ Priority Mail™ Service  
☐ First-Class Mail® parcel  
☐ Package Services parcel

(See Reverse)

PS Form 152, May 2002

State of Massachusetts )  
County of Bristol ) ss.:  
County of Bristol )

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WITNESS my hand and official seal.

Kevin Mahoney, Notary Public

(Seal)

September 24, 2010  
My Commission Expires

Stamp





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True unaltered copy of receipt for ☐ United States Certified Mail ☐ Return Receipt Requested  
☐ United States Express Mail ☐ Postal Service receipt for currency  
☐ United States First Class Mail ☐ United States Registered Mail  
☐ United Parcel Service ☐ Federal Express

*Delivery Confirmation*

## U.S. Postal Service™ Delivery Confirmation™ Receipt

Postage and Delivery Confirmation fees must be paid before mailing.

Article Sent To: (to be completed by mailer)

Bill McCollum d/b/a BILL MCCOLLUM,  
ATTORNEY GENERAL, FLORIDA  
The Capitol PL-01  
Tallahassee, Florida [32399-1050] *Beiter*



### POSTAL CUSTOMER:

Keep this receipt. For inquiries:  
Access internet web site at  
[www.usps.com](http://www.usps.com)®  
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### CHECK ONE (POSTAL USE ONLY)

- ☐ Priority Mail™ Service  
☐ First-Class Mail® parcel  
☐ Package Services parcel

(See Reverse)

PS Form 152, May 2002

State of Massachusetts )  
County of Bristol ) ss.:  
)

### COPY CERTIFICATION

On this 24th day of June, 2008, for the purpose of verification, I, the undersigned Notary Public, being commissioned in the County and State noted above, do certify that this is a true and correct copy which I made of the original document(s).

WITNESS my hand and official seal.

*Kevin Mahoney*  
Kevin Mahoney, Notary Public (Seal)

September 24, 2010  
My Commission Expires

Stamp



# EVIDENCE OF SERVICE

True unaltered copy of receipt for

<input type="checkbox"/> United States Certified Mail	<input type="checkbox"/> Return Receipt Requested
<input type="checkbox"/> United States Express Mail	<input type="checkbox"/> Postal Service receipt for currency
<input type="checkbox"/> United States First Class Mail	<input type="checkbox"/> United States Registered Mail
<input type="checkbox"/> United Parcel Service	<input type="checkbox"/> Federal Express

*Delivery Confirmation*

## U.S. Postal Service™ Delivery Confirmation™ Receipt

Postage and Delivery Confirmation fees must be paid before mailing.

DELIVERY CONFIRMATION NUMBER: 0307 1790 0000 3172 3339

Article Sent To: (to be completed by mailer)

Foreman of Grand Jury  
Grand Jury in Quorum  
299 East Broward Blvd. 1st Flr.  
Ft. Lauderdale, FL 33301 *Bertel*

Postmark Here  
JUN 27 2008  
USPS - 02048

POSTAL CUSTOMER:  
Keep this receipt. For Inquiries:  
Access internet web site at  
[www.usps.com](http://www.usps.com)®  
or call 1-800-222-1811

CHECK ONE (POSTAL USE ONLY)

☐ Priority Mail™ Service  
☐ First-Class Mail® parcel  
☐ Package Services parcel

(See Reverse)

PS Form 152, May 2002

State of Massachusetts )  
County of Bristol ) ss.:

### COPY CERTIFICATION

On this *27th* day of *June*, 2008, for the purpose of verification, I, the undersigned Notary Public, being commissioned in the County and State noted above, do certify that this is a true and correct copy which I made of the original document(s).

WITNESS my hand and official seal.

Kevin Mahoney, Notary Public

(Seal)

September 24, 2010  
My Commission Expires

Stamp





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☐ United Parcel Service ☐ Federal Express

*Delivery Confirmation*

## U.S. Postal Service™ Delivery Confirmation™ Receipt

Postage and Delivery Confirmation fees must be paid before mailing.

Article Sent To: (to be completed by mailer)

Foreman of Grand Jury  
Grand Jury in Quorum  
299 East Broward Blvd. 1st Flr.  
Ft. Lauderdale, FL 33301

(Please Print)



### POSTAL CUSTOMER:

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☐ Package Services parcel

(See Reverse)

PS Form 152, May 2002

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*Kevin Mahoney* (Seal)  
Kevin Mahoney, Notary Public

September 24, 2010  
My Commission Expires

Stamp



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☐ United States Express Mail ☐ Postal Service receipt for currency  
☐ United States First Class Mail ☐ United States Registered Mail  
☐ United Parcel Service ☐ Federal Express

*Delivery Confirmation*

**U.S. Postal Service™ Delivery Confirmation™ Receipt**

Postage and Delivery Confirmation fees must be paid before mailing.

Article Sent To: (to be completed by mailer)

**FLORIDA BAR**  
c/o Fransisco Angones  
44 West Flagler Street, 8th Floor  
Miami, Florida [33130]

Postmark Here  
JUN 27 2008  
USPS - 02048

**POSTAL CUSTOMER:**  
Keep this receipt. For Inquiries:  
Access internet web site at [www.usps.com](http://www.usps.com)®  
or call 1-800-222-1811

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(Seal)

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☐ Federal Express

☒ Delivery Confirmation

## U.S. Postal Service™ Delivery Confirmation™ Receipt

Postage and Delivery Confirmation fees must be paid before mailing.

Article Sent To: (to be completed by mailer)

FLORIDA BAR

(Please Print) c/o Fransisco Angones

44 West Flagler Street, 8th Floor

Miami, Florida [33130]

*Becker*

### POSTAL CUSTOMER:

Keep this receipt. For inquiries:  
Access internet web site at  
[www.usps.com](http://www.usps.com)®  
or call 1-800-222-1811

### CHECK ONE (POSTAL USE ONLY)

- ☐ Priority Mail™ Service  
☐ First-Class Mail® parcel  
☐ Package Services parcel

(See Reverse)

PS Form 152, May 2002

State of Massachusetts )

) ss.:

### COPY CERTIFICATION

County of Bristol )

On this 27th day of June, 2008, for the purpose of verification, I, the undersigned Notary Public, being commissioned in the County and State noted above, do certify that this is a true and correct copy which I made of the original document(s).

WITNESS my hand and official seal.

*Kevin Mahoney*  
Kevin Mahoney, Notary Public

(Seal)

September 24, 2010  
My Commission Expires

Stamp



# EVIDENCE OF SERVICE

True unaltered copy of receipt for

<input type="checkbox"/> United States Certified Mail	<input type="checkbox"/> Return Receipt Requested
<input type="checkbox"/> United States Express Mail	<input type="checkbox"/> Postal Service receipt for currency
<input type="checkbox"/> United States First Class Mail	<input type="checkbox"/> United States Registered Mail
<input type="checkbox"/> United Parcel Service	<input type="checkbox"/> Federal Express

*Delivery Confirmation*

## U.S. Postal Service™ Delivery Confirmation™ Receipt

Postage and Delivery Confirmation fees must be paid before mailing.

Article Sent To: (to be completed by mailer)

Mel Martinez  
d/b/a MEL MARTINEZ, FLORIDA SENATOR  
UNITED STATES SENATE  
WASHINGTON, D.C. [20510-0906]

*Barker*

### POSTAL CUSTOMER:

Keep this receipt. For Inquiries:  
Access internet web site at  
[www.usps.com](http://www.usps.com)®  
or call 1-800-222-1811

### CHECK ONE (POSTAL USE ONLY)

- ☐ Priority Mail™ Service  
☐ First-Class Mail® parcel  
☐ Package Services parcel

PS Form 152, May 2002

(See Reverse)

State of Massachusetts )

) ss.:

County of Bristol )

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Kevin Mahoney, Notary Public

(Seal)

September 24, 2010  
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Stamp





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☐ United States Express Mail ☐ Postal Service receipt for currency  
☐ United States First Class Mail ☐ United States Registered Mail  
☐ United Parcel Service ☐ Federal Express

*Delivery Confirmation*

## U.S. Postal Service™ Delivery Confirmation™ Receipt

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Article Sent To: (to be completed by mailer)

Mel Martinez  
d/b/a MEL MARTINEZ, FLORIDA SENATOR  
UNITED STATES SENATE  
WASHINGTON, D.C. [20510-0906]

*Beiter*

### POSTAL CUSTOMER:

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Access internet web site at  
[www.usps.com](http://www.usps.com)®  
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(See Reverse)

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*Kevin Mahoney* (Seal)  
Kevin Mahoney, Notary Public

September 24, 2010  
My Commission Expires

Stamp



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True unaltered copy of receipt for ☐ United States Certified Mail ☐ Return Receipt Requested  
☐ United States Express Mail ☐ Postal Service receipt for currency  
☐ United States First Class Mail ☐ United States Registered Mail  
☐ United Parcel Service ☐ Federal Express

☒ Delivery Confirmation

## U.S. Postal Service™ Delivery Confirmation™ Receipt

DELIVERY CONFIRMATION NUMBER: 1790 0000 3172 3285

Postage and Delivery Confirmation fees must be paid before mailing.

Article Sent To: (to be completed by mailer)

Cliff Stearns  
(Please) FLORIDA CONGRESSMAN CLIFF STEARNS  
15 SE 25th Avenue  
Ocala, Florida [34471] *Beiter*

Postmark Here  
MANSFIELD JUN 27 2008 USPS - 02048

**POSTAL CUSTOMER:**  
Keep this receipt. For Inquiries:  
Access internet web site at [www.usps.com](http://www.usps.com)®  
or call 1-800-222-1811

**CHECK ONE (POSTAL USE ONLY)**

☐ Priority Mail™ Service  
☐ First-Class Mail® parcel  
☐ Package Services parcel

PS Form 152, May 2002 (See Reverse)

State of Massachusetts )  
County of Bristol ) ss.:

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Kevin Mahoney, Notary Public

(Seal)

September 24, 2010  
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True unaltered copy of receipt for ☐ United States Certified Mail ☐ Return Receipt Requested  
☐ United States Express Mail ☐ Postal Service receipt for currency  
☐ United States First Class Mail ☐ United States Registered Mail  
☐ United Parcel Service ☐ Federal Express

☒ *Delivery Confirmation*

## U.S. Postal Service™ Delivery Confirmation™ Receipt

Postage and Delivery Confirmation fees must be paid before mailing.  
Article Sent To: (to be completed by mailer)

Cliff Stearns  
FLORIDA CONGRESSMAN CLIFF STEARNS  
15 SE 25th Avenue  
Ocala, Florida [34471]

*Beiter*

**POSTAL CUSTOMER:**  
Keep this receipt. For Inquiries:  
Access internet web site at  
[www.usps.com](http://www.usps.com)®  
or call 1-800-222-1811

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☐ First-Class Mail® parcel  
☐ Package Services parcel

(See Reverse)



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- ☐ United States Certified Mail  
☐ United States Express Mail  
☐ United States First Class Mail  
☐ United Parcel Service

- ☐ Return Receipt Requested  
☐ Postal Service receipt for currency  
☐ United States Registered Mail  
☐ Federal Express

*Delivery Confirmation*

## U.S. Postal Service™ Delivery Confirmation™ Receipt

Postage and Delivery Confirmation fees must be paid before mailing.

Article Sent To: (to be completed by mailer)

Foreman of the Grand Jury in Borum  
299 East Broward Blvd. 1st Fl.  
Fort Lauderdale, Florida 33304



### POSTAL CUSTOMER:

Keep this receipt. For inquiries:  
Access internet web site at  
[www.usps.com](http://www.usps.com)®  
or call 1-800-222-1811

### CHECK ONE (POSTAL USE ONLY)

- ☒ Priority Mail™ Service  
☐ First-Class Mail® parcel  
☐ Package Services parcel

PS Form 152, May 2002

(See Reverse)

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☐ United States Express Mail ☐ Postal Service receipt for currency  
☐ United States First Class Mail ☐ United States Registered Mail  
☐ United Parcel Service ☐ Federal Express

*Delivery Confirmation*

## U.S. Postal Service™ Delivery Confirmation™ Receipt

Postage and Delivery Confirmation fees must be paid before mailing.

Article Sent To: (to be completed by mailer)

(Please Print Clearly)  
Foreman of the Grand Jury in *Corum*  
299 East Broward Blvd. 1st Fl.  
Fort Lauderdale, Florida 33301



### POSTAL CUSTOMER:

Keep this receipt. For Inquiries:  
Access internet web site at  
[www.usps.com](http://www.usps.com)®  
or call 1-800-222-1811

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(See Reverse)

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Kevin Mahoney, Notary Public

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September 24, 2010  
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☐ United States Express Mail ☐ Postal Service receipt for currency  
☐ United States First Class Mail ☐ United States Registered Mail  
☐ United Parcel Service ☐ Federal Express

*Delivery Confirmation*

## U.S. Postal Service™ Delivery Confirmation™ Receipt

Postage and Delivery Confirmation fees must be paid before mailing.

Article Sent To: (to be completed by mailer)

FLORIDA BAR c/o Francisco Angeles  
(Please Print Clearly)  
44 West Flagler St. 8th Floor  
Miami, Florida 33130

### POSTAL CUSTOMER:

Keep this receipt. For Inquiries:  
Access internet web site at  
[www.usps.com](http://www.usps.com)®  
or call 1-800-222-1811

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PS Form 152, May 2002

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Article Sent To: (to be completed by mailer)

FLORIDA BAR c/o Francisco Angones  
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44 West Flagler St. 8th Floor  
Miami, Florida [33130]

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### CHECK ONE (POSTAL USE ONLY)

- ☒ Priority Mail™ Service  
☐ First-Class Mail® parcel  
☐ Package Services parcel

(See Reverse)

DELIVERY CONFIRMATION NUMBER:  
0302 2940 0000 1737 9999



PS Form 152, May 2002

State of Massachusetts )  
County of Bristol ) ss.:  
)

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*Kevin Mahoney*

Kevin Mahoney, Notary Public

(Seal)

September 24, 2010  
My Commission Expires

Stamp



# EVIDENCE OF SERVICE

True unaltered copy of receipt for

<input type="checkbox"/> United States Certified Mail	<input type="checkbox"/> Return Receipt Requested
<input type="checkbox"/> United States Express Mail	<input type="checkbox"/> Postal Service receipt for currency
<input type="checkbox"/> United States First Class Mail	<input type="checkbox"/> United States Registered Mail
<input type="checkbox"/> United Parcel Service	<input type="checkbox"/> Federal Express

*Delivery Confirmation*

## U.S. Postal Service™ Delivery Confirmation™ Receipt

DELIVERY CONFIRMATION NUMBER: 0302 2940 0000 1737 9937

Postage and Delivery Confirmation fees must be paid before mailing.

Article Sent To: (to be completed by mailer)

*Cliff Stearns, Florida Congressman*  
*115 SE 25th Avenue*  
*Ocala, Florida 34471*

Postmark Here  
**JUN 02 2008**  
USPS - 02048

**POSTAL CUSTOMER:**  
Keep this receipt. For inquiries:  
Access internet web site at [www.usps.com](http://www.usps.com)®  
or call 1-800-222-1811

**CHECK ONE (POSTAL USE ONLY)**

☐ Priority Mail™ Service  
☐ First-Class Mail® parcel  
☐ Package Services parcel

PS Form 152, May 2002 (See Reverse)

State of Massachusetts )  
County of Bristol ) ss.:

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(Seal)

September 24, 2010  
My Commission Expires

Stamp



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True unaltered copy of receipt for

- ☐ United States Certified Mail  
☐ United States Express Mail  
☐ United States First Class Mail  
☐ United Parcel Service

- ☐ Return Receipt Requested  
☐ Postal Service receipt for currency  
☐ United States Registered Mail  
☐ Federal Express

*Delivery Confirmation*

## U.S. Postal Service™ Delivery Confirmation™ Receipt

Postage and Delivery Confirmation fees must be paid before mailing.

Article Sent To: (to be completed by mailer)

(Please Print Clearly)

Cliff Stearns, Florida Congressman  
115 SE 25th Avenue  
Ocala, Florida 34471

MASSFIELD  
Postmark  
Here  
JUN 02 2008  
USPS - 02048

DELIVERY CONFIRMATION NUMBER:  
0302 2940 0000 1737 9937

**POSTAL CUSTOMER:**  
Keep this receipt. For Inquiries:  
Access internet web site at  
[www.usps.com](http://www.usps.com)  
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**CHECK ONE (POSTAL USE ONLY)**

☐ Priority Mail™ Service  
☐ First-Class Mail® parcel  
☐ Package Services parcel

PS Form 152, May 2002 (See Reverse)

State of Massachusetts )  
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Kevin Mahoney, Notary Public

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September 24, 2010  
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True unaltered copy of receipt for ☐ United States Certified Mail ☐ Return Receipt Requested  
☐ United States Express Mail ☐ Postal Service receipt for currency  
☐ United States First Class Mail ☐ United States Registered Mail  
☐ United Parcel Service ☐ Federal Express

*\* Delivery confirmation*

## U.S. Postal Service™ Delivery Confirmation™ Receipt

Postage and Delivery Confirmation fees must be paid before mailing.

Article Sent To: (to be completed by mailer)

*Bill McGallum Atty General,  
The Capitol PL-01  
Tallahassee, Florida 32349*

### POSTAL CUSTOMER:

Keep this receipt. For Inquiries:  
Access internet web site at  
[www.usps.com](http://www.usps.com)®  
or call 1-800-222-1811

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☐ First-Class Mail® parcel  
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☐ United States Express Mail ☐ Postal Service receipt for currency  
☐ United States First Class Mail ☐ United States Registered Mail  
☐ United Parcel Service ☐ Federal Express

*& Delivery Confirmation*

## U.S. Postal Service™ Delivery Confirmation™ Receipt

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Article Sent To: (to be completed by mailer)

*Bill McCallum Atty General,  
The Capitol PL-01  
Tallahassee, Florida [32349]*



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Kevin Mahoney, Notary Public

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September 24, 2010  
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## EVIDENCE OF SERVICE

True unaltered copy of receipt for

- |  |   |
|--|---|
| <input type="checkbox"/> <u>United States Certified Mail</u>   | <input type="checkbox"/> <u>Return Receipt Requested</u>            |
| <input type="checkbox"/> <u>United States Express Mail</u>     | <input type="checkbox"/> <u>Postal Service receipt for currency</u> |
| <input type="checkbox"/> <u>United States First Class Mail</u> | <input type="checkbox"/> <u>United States Registered Mail</u>       |
| <input type="checkbox"/> <u>United Parcel Service</u>          | <input type="checkbox"/> <u>Federal Express</u>                     |

☒ Delivery Confirmation

U.S. Postal Service™ Delivery Confirmation™ Receipt

DELIVERY CONFIRMATION NUMBER: 0302 2940 0000 1737 9966

Postage and Delivery Confirmation fees must be paid before mailing.

Article Sent To: (to be completed by mailer)  

WSBA c/o Stanley Boston  
1325 Fourth Avenue #600  
Seattle, Washington 98109

MANSEILLE  
JUN 02 2008  
USPS - 0204

Postmark Here

POSTAL CUSTOMER:  
Keep this receipt. For Inquiries:  
Access internet web site at  
[www.usps.com](http://www.usps.com)®  
or call 1-800-222-1811

CHECK ONE (POSTAL USE ONLY)

☒ Priority Mail™ Service

☐ First-Class Mail® parcel

☐ Package Services parcel

PS Form 152, May 2002

(See Reverse)

State of Massachusetts )  
 ) ss.:  
County of Bristol )

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Kevin Mahoney, Notary Public

(Seal)

September 24, 2010  
My Commission Expires

Stamp





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True unaltered copy of receipt for

<input type="checkbox"/> <u>United States Certified Mail</u>	<input type="checkbox"/> <u>Return Receipt Requested</u>
<input type="checkbox"/> <u>United States Express Mail</u>	<input type="checkbox"/> <u>Postal Service receipt for currency</u>
<input type="checkbox"/> <u>United States First Class Mail</u>	<input type="checkbox"/> <u>United States Registered Mail</u>
<input type="checkbox"/> <u>United Parcel Service</u>	<input type="checkbox"/> <u>Federal Express</u>

☒ Delivery Confirmation

## U.S. Postal Service™ Delivery Confirmation™ Receipt

Postage and Delivery Confirmation fees must be paid before mailing.

Article Sent To: (to be completed by mailer)

*WSBA c/o Stanley Bastian*  
*1325 Fourth Avenue #600*  
*Seattle, Washington [98101]*

DELIVERY CONFIRMATION NUMBER: 0302 2940 0000 1737 9968

MANSEI Postmark Here JUN 02 2008 USPS - 0204

**POSTAL CUSTOMER:**  
Keep this receipt. For Inquiries:  
Access internet web site at [www.usps.com](http://www.usps.com)®  
or call 1-800-222-1811

**CHECK ONE (POSTAL USE ONLY)**

☒ Priority Mail™ Service  
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PS Form 152, May 2002 (See Reverse)

State of Massachusetts )  
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☐ United States First Class Mail ☐ United States Registered Mail  
☐ United Parcel Service ☐ Federal Express

*Delivery Confirmation*

## U.S. Postal Service™ Delivery Confirmation™ Receipt

DELIVERY CONFIRMATION NUMBER: 0302 2940 0000 1737 9944

Postage and Delivery Confirmation fees must be paid before mailing.

Article Sent To: (to be completed by mailer)

*Mel Martinez, Florida Senator*  
*United States Senate*  
*Washington, D.C. [20510-0906]*

Postmark Here  
**JUN 02 2008**  
USPS - 0204

**POSTAL CUSTOMER:**  
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Access internet web site at  
[www.usps.com](http://www.usps.com)®  
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**CHECK ONE (POSTAL USE ONLY)**

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☐ United States First Class Mail  
☐ United Parcel Service

- ☐ Return Receipt Requested  
☐ Postal Service receipt for currency  
☐ United States Registered Mail  
☐ Federal Express

☒ Delivery Confirmation

## U.S. Postal Service™ Delivery Confirmation™ Receipt

DELIVERY CONFIRMATION NUMBER:  
0302 2940 0000 1737 9944

Postage and Delivery Confirmation fees must be paid before mailing.

Article Sent To: (to be completed by mailer)

*Mel Martinez, Florida Senator*  
*United States Senate*  
*Washington, D.C. [20510-0906]*



### POSTAL CUSTOMER:

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Access internet web site at  
[www.usps.com](http://www.usps.com)®  
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*Kevin P. Mahoney*  
Kevin Mahoney, Notary Public

(Seal)

September 24, 2010  
My Commission Expires

Stamp







June 10, 2009

Michael David Beiter  
c/o Karen Vulgamore, Notary Public  
6555 Powerline Road, #102  
Fort Lauderdale, FL 33309

RE: FOIA Case No. 2009-FPRO-00643

Dear Mr. Beiter:

This is in response to your letter dated May 16, titled "Privacy Act Request and Freedom of Information Act Request Where Applicable". Your letter is addressed to the Internal Revenue Service, but was sent to and received by the United States Postal Service on May 20.

The Freedom of Information Act (FOIA), 5 USC §552, is a records and document statute. Identification of the record(s) desired is the responsibility of the requester. The FOIA (5 U.S.C. 552(a)(3)(A)) requires the requester to reasonably describe the records being sought. A description is considered reasonable if it permits an agency employee who is familiar with the subject area to locate the requested records with a "reasonable" amount of effort.

Your request is unclear and does not describe what United States Postal Service records you seek. Please be advised that, while we wish to fully cooperate in processing your request, your letter does not provide sufficient detail to allow for the identification and retrieval of the desired documents.

The records you have requested appear to be related to the Internal Revenue Service. If your request is for United States Postal Service records, please clarify your request by providing a clear explanation of the records you seek and any other information that would help us identify the records you seek.

If you consider my response to be a denial of your request, you may administratively appeal by writing to the Chief Counsel, Customer Protection and Privacy, U.S. Postal Service, 475 L'Enfant Plaza SW, Washington DC 20260, within 30 days of the date of this letter. The letter of appeal should include a statement about the action or failure to act being appealed, the reasons why it is believed to be erroneous, and the relief sought, along with copies of your original request, this letter, and any other related correspondence.

Sincerely,

A handwritten signature in cursive script, appearing to read "Monica J. Skinner".

Monica J. Skinner  
Consumer Research Analyst

Express notice of introduction and intent that each recipient already either knew or should have known

"Michael-David Beiter Jr., living soul, as agreed to by U.S. Department of Justice and William E. Bordley" also as per abatement at United States Supreme Court  
c/o Karen Vulgamore, Notary Public  
6555 Powerline Road #102  
Fort Lauderdale, Florida [33309]

5/15/2009

Michelle L. Lavoro d/b/a MICHELLE L. LAVORO, SPECIAL AGENT, IRS  
300 Lock Road, Room 200  
Deerfield Beach, Florida [Zoning Improvement Plan Numbered 33442]

transmitted by certified ("U.S.") mailed article numbered 70042510000540782481;

**Subject:**

**Recent activity of yours, activity disavowed of INTERNAL REVENUE SERVICE, disavowed of DEPARTMENT OF JUSTICE and my three volumes of exculpatory evidence of proven un rebutted conspiracy against me.**

Dear Michelle L. Lavoro d/b/a MICHELLE L. LAVORO, SPECIAL AGENT, IRS, your boss and any other perpetrator:

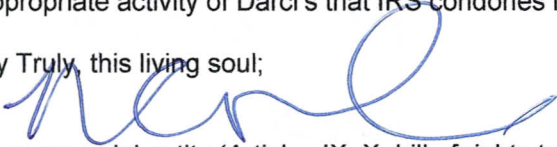
It has come to our attention that either information, data, records, documents, or whatever oral communications arriving from you and/or the recipients listed hereupon for "courtesy copy recipient status" has arrived proximate to a grand jury in precious quorum, while apparently some or all of you have an interest, legally and/or otherwise, in the matters before the grand jury in precious quorum past, present, or future.

In accommodating the fact that you and, then, your organization or office, would have little or no way to know of such without direct notice, it is the express purpose of this writing that you, your organization, and/or your office be notified of: 1) I am Michael David Beiter, Jr., and 2) I am law-abiding and can provide proof of cases numbering more than one hundred and twenty (120 cases) proving private contracts (i) exist, and (ii) are constitutionally protected and otherwise protected, and 3) I am an agent for both private and nonpublic entities and can and will appear face-to-face for confirming (a) the nonpublic entities exist, and (b) the private entities exist, and (c) I exist, and (d) this writing existed, and (e) you each accepted this writing of my authoring, and (f) that I will express not except within the bounds of what it is that I've been authorized for expressing, namely, specifically, the express words hereupon expressed that you've both received and accepted.

If a written request for further information is received, in whatever way involving each or any of you or all of you, further information (**3 volumes of exculpatory evidence of proven conspiracy**) is available but limited to proving each word hereupon expressed and zero further, until such time as one year (365 days) pass since the most recent direct notice that you've received of grand jury quorum activity, to which we will hold each and all of you accountable.

Thank you in advance for your kind co-operation in this respect. All waivers are expressly disavowed perpetually. We have every desire to obey, comply, with every law applicable, however, we are in great fear that any participation, with you or your Service, moots future claim to those rights of compliance, since numerous rogue agent (*ultra vires* activity of rogue agents, **disavowed of both IRS and DOJ**) activities. Quote, "Darci's (Smith) employment should be terminated due to wholly inappropriate activity of Darci's that IRS condones not."

Very Truly, this living soul;



Noncommercial entity (Articles IX, X, bill of rights to the U.S. Constitution; Article I, Section 10, U.S. Constitution)

Postscript: From our information, the same items absent, causing that multiple prior grand juries shut down prior prosecution attempts, continue absent; therefore, with such items such as true names, agent capacities continuing absent, FOIA requests unanswered, mail fraud, witness threatening, stacking the Grand Jury, Privacy Act requests unanswered at right to inspect and correct records (return receipts made known to prior grand juries in precious quorum), simple questions unanswered **such as**, "You can prove it's truly me that you seek by signing the enclosed Public Servant Questionnaire so Congress gets to know if you're within legislative authority before you get to know me," the very notion that another grand jury quorum relating may surface is biased and uninformed, and doubly biased by being uninformed, and if one continues contact, in



*Joe*

Express notice of introduction and intent that each recipient already either knew or should have known  
5 pages

MDB-051809

contravention against the facts specified for the enclosed notice of introduction, one is unable for pretending that one never received (1) the enclosed notice of introduction, (2) the enclosed Public Servant Questionnaire of twenty-two (22) Congressionally mandated authorities, as all associates receive from time to time.

Postscript script: If you've obtained an attorney privately, it is advisable that said attorney should tell you to turn around and use Public Servant Questionnaires, yourself. A list of courtesy copy recipients, of what you are reading, is herewith included.

Cc:  
Witnesses to all stated herein:

Honorable Grand Jury Foreman, Grand Jury of the United States District Court  
299 East Broward Boulevard First Floor

Fort Lauderdale, Florida [Zoning Improvement Plan Number 33301] transmitted by certified ("U.S.") mailed article numbered 70042510000540782443;

FBI- Miami Office-16320 Northwest Second Avenue,

Miami, Florida [Zoning Improvement Plan Number 33169] transmitted by certified ("U.S.") mailed article numbered 70042150000540782450;

R. Alexander Acosta d/b/a R. ALEXANDER ACOSTA, U.S. ATTORNEY -500 E. Broward Boulevard, #700

Ft. Lauderdale, Florida [Zoning Improvement Plan Number 33394] transmitted by certified ("U.S.") mailed article numbered 70042510000540782467;

Charlie Crist d/b/a CHARLIE CRIST, GOVERNOR- 420 E. Jefferson Street,

Tallahassee, Florida [Zoning Improvement Plan Number 32301] transmitted by certified ("U.S.") mailed article numbered 70042510000540782474;

Bill McCollum d/b/a BILL MCCOLLUM, ATTORNEY GENERAL, FLORIDA-The Capitol PL-01,

Tallahassee, Florida [Zoning Improvement Plan Number 32399-1050] transmitted by certified ("U.S.") mailed article numbered 70041160000162406118;

Cliff Stearns d/b/a CLIFF STEARNS, CONGRESSMAN- 115 South East 25<sup>th</sup> Avenue,

Ocala, Florida [Zoning Improvement Plan Number 34471] transmitted by certified ("U.S.") mailed article numbered 70041160000162406101;

Darci Smith d/b/a DARCI SMITH, CID, IRS- 6511 Pelican Terrace,

Coconut Creek, Florida [Zoning Improvement Plan Number 33307] transmitted by certified ("U.S.") mailed article numbered 70041160000162406200;

Bertha Mitrani d/b/a BERTHA MITRANI, ASS U.S. ATTORNEY as well as Jed Silversmith d/b/a JED SILVERSMITH, ASS U.S.

ATTORNEY-500 East Broward Boulevard, #700, Fort Lauderdale, Florida [Zoning Improvement Plan Number 33394] transmitted by certified ("U.S.")

mailed article numbered 70060100000459829148;

Roger Harris Stefin d/b/a ROGER H. STEFIN, ASSISTANT US ATTORNEY- 500 East Broward Boulevard, Suite 700

Fort Lauderdale, Florida [Zoning Improvement Plan Number 33394] transmitted by certified ("U.S.") mailed article numbered

70041160000162406125;

William E. Bordley d/b/a WILLIAM E. BORDLEY, ASSOCIATE GENERAL COUNSEL/FOIPA OFFICER- U.S. DEPARTMENT OF JUSTICE

OFFICE OF GENERAL COUNSEL, Washington, D.C. [Zoning Improvement Plan Number 20530-1000]

transmitted by certified ("U.S.") mailed article number 70041160000162406132;

Darlene Stewart d/b/a DARLENE STEWART, IRS, DISCLOSURE OFFICER (#12-10676)

985 Michigan Room 1050, Detroit, USA [Zoning Improvement Plan # 48226] transmitted by certified ("U.S.") mailed article numbered

70041160000162406156;

R.L. Commerson (Employee ID 56-688338), "Disclosure Manager, Greensboro Office"

c/o IRS, Disclosure Office 7, Room 409, 320 Federal Place North Carolina USA [Zoning Improvement Plan number 27401] transmitted by certified

("U.S.") mailed article numbered 70041160000162406163;

Antoinette Parker d/b/a ANTOINETTE PARKER, FOIA SPECIALIST

UNITED STATES DEPARTMENT OF JUSTICE, #11050

1425 NEW YORK AVENUE, NW, WASHINGTON, DC [Zoning improvement Plan Number 20530] transmitted by certified ("U.S.") mailed article

numbered 70041160000162406170;

Carmen L. Mallon d/b/a CARMEN L. MALLON, CHIEF OF STAFF

Washington, DC [Zoning Improvement Plan Number 20530-1000] transmitted by certified ("U.S.") mailed article numbered 70041160000162406187;

Richard Koss d/b/a RICHARD KOSS, POSTAL INSPECTOR

3400 Lakeside Drive, 6<sup>th</sup> Floor

Miramar, Florida [Zoning improvement Plan Number 33027-3242] transmitted by certified ("U.S.") mailed article numbered 70041160000162406194;

John (Jack) E. Potter d/b/a JOHN POTTER, POSTMASTER AND CEO

United States Postal Service

475 L' Enfant Plaza SW, Washington DC, [Zoning improvement Plan Number 20260] transmitted by certified ("U.S.") mailed article numbered

70042510000540785017;

Kendrick Meek d/b/a KENDRICK MEEK, CONGRESSMAN

111 NW 183rd<sup>th</sup> Street, Suite 315

Miami, FL [Zoning Improvement Plan Number 33169] transmitted by certified ("U.S.") mailed article numbered 70042510000540782436;

Kenneth W. Kaiser d/b/a KENNETH W. KAISER, ASSISTANT DIRECTOR, CID

U.S. DEPARTMENT OF JUSTICE, Washington DC [Zoning improvement Plan Number 20535-0001] transmitted by certified ("U.S.") mailed article

numbered 70041160000162406149;

Exhaustive list of previously informed (witnesses):

Daniel K. Akaka d/b/a DANIEL K. AKAKA, HAWAII SENATOR- 141 HART SENATE OFFICE BUILDING

WASHINGTON DC [Zone Improvement Plan Number 20510]

Lamar Alexander d/b/a LAMAR ALEXANDER, TENNESSEE SENATOR- 455 DIRKSEN SENATE OFFICE BUILDING

WASHINGTON DC [Zone Improvement Plan Number 20510]

Wayne Allard d/b/a WAYNE ALLARD, COLORADO SENATOR- 521 DIRKSEN SENATE OFFICE BUILDING

WASHINGTON DC [Zone Improvement Plan Number 20510]



**John Barrasso d/b/a JOHN BARRASSO, WYOMING SENATOR-** 307 DIRKSEN SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
**Max Baucus d/b/a MAX BAUCUS, MONTANA SENATOR-** 511 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
**Evan Bayh d/b/a EVAN BAYH, INDIANA SENATOR-** 131 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
**Robert Bennett d/b/a ROBERT BENNETT, UTAH SENATOR-** 431 DIRKSEN SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
**Jeff Bingaman d/b/a JEFF BINGAMAN, NEW MEXICO SENATOR-** 703 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
**Christopher S. Bond d/b/a CHRISTOPHER S. BOND, MISSOURI SENATOR-** 274 RUSSELL SENATE OFFICE BLDG.  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
**Barbara Boxer d/b/a BARBARA BOXER, CALIFORNIA SENATOR-** 112 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
**Sherrod Brown d/b/a SHERROD BROWN, OHIO SENATOR-** 455 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
**Sam Brownback d/b/a SAM BROWNBACK, KANSAS SENATOR-** 303 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
**Jim Bunning d/b/a JIM BUNNING, KENTUCKY SENATOR-** 316 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
**Richard Burr d/b/a RICHARD BURR, NORTH CAROLINA SENATOR-** 217 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
**Robert C. Byrd d/b/a ROBERT C. BYRD, WEST VIRGINIA SENATOR-** 311 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
**Maria Cantwell d/b/a MARIA CANTWELL, WASHINGTON SENATOR-** 511 DIRKSEN SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
**Benjamin L. Cardin d/b/a BENJAMIN L. CARDIN, MARYLAND SENATOR-** 509 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
**Thomas R. Carper d/b/a THOMAS R. CARPER, DELAWARE SENATOR-** 513 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
**Robert P. Casey, Jr. d/b/a ROBERT P. CASEY, JR., PENNSYLVANIA SENATOR-** 383 RUSSELL SENATE OFFICE BLDG  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
**Saxby Chambliss d/b/a SAXBY CHAMBLISS, GEORGIA SENATOR-** 416 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
**Hillary Rodham Clinton d/b/a HILLARY RODHAM CLINTON, NEW YORK SENATOR-** 476 RUSSELL SENATE OFFICE  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
**Tom Coburn d/b/a TOM COBURN, OKLAHOMA SENATOR-** 172 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
**Thad Cochran d/b/a THAD COCHRAN, MISSISSIPPI SENATOR-** 113 DIRKSEN SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
**Norm Coleman d/b/a NORM COLEMAN, MINNESOTA SENATOR-** 320 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
**Susan M. Collins d/b/a SUSAN M. COLLINS, MAINE SENATOR-** 413 DIRKSEN SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
**Kent Conrad d/b/a KENT CONRAD, NORTH DAKOTA SENATOR-** 530 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
**Bob Corker d/b/a BOB CORKER, TENNESSEE SENATOR-** 185 DIRKSEN SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
**John Cornyn d/b/a JOHN CORNYN, TEXAS SENATOR-** 517 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
**Larry E. Craig d/b/a LARRY E. CRAIG, IDAHO SENATOR-** 520 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
**Mike Crapo d/b/a MIKE CRAPO, IDAHO SENATOR-** 239 DIRKSEN SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
**Jim DeMint d/b/a JIM DEMINT, SOUTH CAROLINA SENATOR-** 340 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
**Christopher J. Dodd d/b/a CHRISTOPHER J. DODD, CONNECTICUT SENATOR-** 448 RUSSELL SENATE OFFICE BLD  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
**Elizabeth Dole d/b/a ELIZABETH DOLE, NORTH CAROLINA SENATOR-** 555 DIRKSEN SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
**Pete V. Domenici d/b/a PETE V. DOMENICI, NEW MEXICO SENATOR-** 328 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
**Byron L. Dorgan d/b/a BYRON L. DORGAN, NORTH DAKOTA SENATOR-** 322 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
**Richard Durbin d/b/a RICHARD DURBIN, ILLINOIS SENATOR-** 309 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
**John Ensign d/b/a JOHN ENSIGN, NEVADA SENATOR-** 119 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
**Michael B. Enzi d/b/a MICHAEL B. ENZI, WYOMING SENATOR-** 379A RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
**Russell D. Feingold d/b/a RUSSELL D. FEINGOLD, WISCONSIN SENATOR-** 506 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]



Dianne Feinstein d/b/a DIANNE FEINSTEIN, CALIFORNIA SENATOR- 331 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]

Lindsey Graham d/b/a LINDSEY GRAHAM, SOUTH CAROLINA SENATOR- 290 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]

Chuck Grassley d/b/a CHUCK GRASSLEY, IOWA SENATOR- 135 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]

Judd Gregg d/b/a JUDD GREGG, NEW HAMPSHIRE SENATOR- 393 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]

Chuck Hagel d/b/a CHUCK HAGEL, NEBRASKA SENATOR- 248 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]

Tom Harkin d/b/a TOM HARKIN, IOWA SENATOR- 731 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]

Orrin Hatch d/b/a ORRIN HATCH, UTAH SENATOR- 104 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]

Kay Bailey Hutchison d/b/a KAY BAILEY HUTCHISON, TEXAS SENATOR- 284 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]

James M. Inhofe d/b/a JAMES M. INHOFE, OKLAHOMA SENATOR- 453 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]

Daniel K. Inouye d/b/a DANIEL K. INOUE, HAWAII SENATOR- 722 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]

Johnny Isakson d/b/a JOHNNY ISAKSON, GEORGIA SENATOR- 120 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]

Tim Johnson d/b/a TIM JOHNSON, SOUTH DAKOTA SENATOR- 136 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]

Edward M. Kennedy d/b/a EDWARD M. KENNEDY, MASSACHUSETTS SENATOR- 317 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]

John F. Kerry d/b/a JOHN F. KERRY, MASSACHUSETTS SENATOR- 304 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]

Amy Klobuchar d/b/a AMY KLOBUCHAR, MINNESOTA SENATOR- 302 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]

Herb Kohl d/b/a HERB KOHL, WISCONSIN SENATOR- 330 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]

Jon Kyl d/b/a JON KYL, ARIZONA SENATOR- 730 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]

Mary L. Landrieu d/b/a MARY L. LANDRIEU, LOUISIANA SENATOR- 724 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]

Frank R. Lautenberg d/b/a FRANK R. LAUTENBERG, NEW JERSEY SENATOR- 324 HART SENATE OFFICE BLDG  
WASHINGTON DC [Zone Improvement Plan Number 20510]

Patrick J. Leahy d/b/a PATRICK J. LEAHY, VERMONT SENATOR- 433 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]

Carl Levin d/b/a CARL LEVIN, MICHIGAN SENATOR- 269 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]

Joseph I. Lieberman d/b/a JOSEPH I. LIEBERMAN, CONNECTICUT SENATOR- 706 HART SENATE OFFICE BLDG  
WASHINGTON DC [Zone Improvement Plan Number 20510]

Blanche L. Lincoln d/b/a BLANCHE L. LINCOLN, ARKANSAS SENATOR- 355 DIRKSEN SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]

Richard G. Lugar d/b/a RICHARD G. LUGAR, INDIANA SENATOR- 306 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]

Mel Martinez d/b/a MEL MARTINEZ, FLORIDA SENATOR- 356 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]

John McCain d/b/a JOHN MCCAIN, ARIZONA SENATOR- 241 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]

Claire McCaskill d/b/a CLAIRE MCCASKILL, MISSOURI SENATOR- 717 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]

Mitch McConnell d/b/a MITCH MCCONNELL, KENTUCKY SENATOR- 361-A RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]

Robert Menendez d/b/a ROBERT MENENDEZ, NEW JERSEY SENATOR- 317 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]

Barbara A. Mikulski d/b/a BARBARA A. MIKULSKI, MARYLAND SENATOR- 503 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]

Lisa Murkowski d/b/a LISA MURKOWSKI, ALASKA SENATOR- 709 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]

Patty Murray d/b/a PATTY MURRAY, WASHINGTON SENATOR- 173 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]

Bill Nelson d/b/a BILL NELSON, FLORIDA SENATOR- 716 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]

Benjamin E. Nelson d/b/a BENJAMIN E. NELSON, NEBRASKA SENATOR- 720 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]

Barack Obama d/b/a BARACK OBAMA, ILLINOIS SENATOR- 713 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]

Mark L. Pryor d/b/a MARK L. PRYOR, ARKANSAS SENATOR- 255 DIRKSEN SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]



Express notice of introduction and intent that each recipient already either knew or should have known

Jack Reed d/b/a JACK REED, RHODE ISLAND SENATOR- 728 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Harry Reid d/b/a HARRY REID, NEVADA SENATOR- 528 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Pat Roberts d/b/a PAT ROBERTS, KANSAS SENATOR-109 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
John D. Rockefeller, IV d/b/a JOHN D. ROCKEFELLER, IV, WEST VIRGINIA SENATOR  
531 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Ken Salazar d/b/a KEN SALAZAR, COLORADO SENATOR- 702 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Bernard Sanders d/b/a BERNARD SANDERS, VERMONT SENATOR- 332 DIRKSEN SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Charles E. Schumer d/b/a CHARLES E. SCHUMER, NEW YORK SENATOR- 313 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Jeff Sessions d/b/a JEFF SESSIONS, ALABAMA SENATOR- 335 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Richard C. Shelby d/b/a RICHARD C. SHELBY, ALABAMA SENATOR- 110 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Gordon H. Smith d/b/a GORDON H. SMITH, OREGON SENATOR- 404 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Olympia J. Snowe d/b/a OLYMPIA J. SNOWE, MAINE SENATOR- 154 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Arlen Specter d/b/a ARLEN SPECTER, PENNSYLVANIA SENATOR-711 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Debbie Stabenow d/b/a DEBBIE STABENOW, MICHIGAN SENATOR- 133 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Ted Stevens d/b/a TED STEVENS, ALASKA SENATOR- 522 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
John E. Sununu d/b/a JOHN E. SUNUNU, NEW HAMPSHIRE SENATOR-111 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Jon Tester d/b/a JON TESTER, MONTANA SENATOR- 204 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
John Thune d/b/a JOHN THUNE, SOUTH DAKOTA SENATOR- 493 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
David Vitter d/b/a DAVID VITTER, LOUISIANA SENATOR- 516 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
George V. Voinovich d/b/a GEORGE V. VOINOVICH, OHIO SENATOR-524 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
John Warner d/b/a JOHN WARNER, VIRGINIA SENATOR- 225 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Jim Webb d/b/a JIM WEBB, VIRGINIA SENATOR- 144 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Sheldon Whitehouse d/b/a SHELDON WHITEHOUSE, RHODE ISLAND SENATOR- 502 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Roger Wicker d/b/a ROGER WICKER, MISSISSIPPI SENATOR- UNITED STATES SENATE  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Ron Wyden d/b/a RON WYDEN, OREGON SENATOR- 230 DIRKSEN SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]



**DUE PRESENTMENT UNDER NOTARY SEAL**  
**DEMAND FOR PERFORMANCE**  
NOTICE TO AGENT IS NOTICE TO PRINCIPAL

FROM: Michael David Beiter Jr.  
c/o Karen Vulgamore, Notary Public  
6555 Powerline Road #102  
Fort Lauderdale, Florida [33309]

NOTICE TO:

USPS (Consumer Affairs) #225  
C/o Sharron ID# GN0TK0  
Miami, Florida [Zoning Improvement Plan Numbered 33152]  
transmitted by delivery confirmation ("U.S.") mailed article numbered 70070220000150782676;

And all and sundry whom this either does or may concern.

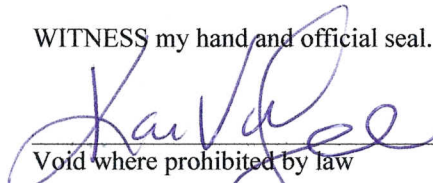
To All Noticed Parties, Principals and Agents, named or otherwise:

At the request of The Michael David Beiter Jr., reportedly a real party in interest, and under authority of the State of Florida, **due presentment** is hereby made of:

**EXPRESS NOTICE OF INTRODUCTION-** "MDB-6/8/2009", dated 6/8/09, (1 page).

To maintain honor and receive the grace extended, please take three (3) days to respond to this mailing sent via delivery certified ("U.S.") mailed article referenced. Your response is to be sent in care of the undersigned notary public at the address noted above so it is received no later than three (3) days beyond the postmark of this presentment. Non-performance will be certified and recorded in accord with governing law(s).

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Void where prohibited by law  
My commission expires: 11-11-12

(Seal)

6/8/09  
Date

(Stamp)

NOTARY PUBLIC-STATE OF FLORIDA  
Karen Vulgamore  
Commission #DD336926  
Expires: NOV. 11, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.

[Note: Notary Public, Karen Vulgamore, ("Vulgamore") is not an attorney; is not licensed to practice law in the state of Florida and has not given legal advice nor accepted fees for legal advice. Vulgamore provided no assistance in the preparation of the above referenced documents; and has no interest in any issue referenced therein. Vulgamore is not a party to this action and is ONLY acting in an authorized capacity as liaison to communications between the parties.]

"Michael-David Beiter Jr., living soul, as agreed to by U.S. Department of Justice and William E. Bordley" also as per  
abatement at United States Supreme Court  
c/o Karen Vulgamore, Notary Public  
6555 Powerline Road #102  
Fort Lauderdale, Florida [33309]

6/8/2009

USPS (Consumer Affairs) #225  
C/o Sharron ID# GN0TK0  
Miami, Florida [Zoning Improvement Plan Numbered 33152]  
transmitted by delivery confirmation ("U.S.") mailed article numbered 70070220000150782676;

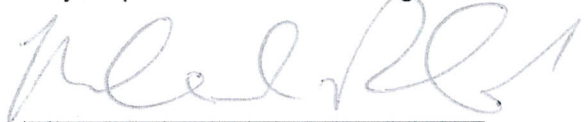
**Subject: Criminal Investigation Confirmation Numbered 0R44160912 as per "Aaron" with Criminal Investigation Service Center regarding certified mail #'s 70042510000540782443, 70042510000540782467, 70060100000459829148 and 70041160000162406125**

Dear Sharron:

It is in respect to you that this writing is being offered. It is my intent to document (a record) all events pertaining to the Criminal Investigation at hand. If there is anything you disagree with in this writing please respond immediately as this is part of the ongoing investigation. A non response is affirmation of all stated herein, for the record

As per our conversation today, Monday the 8<sup>th</sup> of June, the following new information was revealed to me. At 12:15 p.m. upon receiving your phone call you made me aware of the fact the mail deliverer "Paul" was the deliverer of my contracted terms with the post office. We specifically discussed how Paul had rerouted my mail, specifically, certified mail numbered 70042510000540782443. I made it very clear that I paid the United States Postal Service to deliver it to the address I specified and that I did not give Paul nor anyone permission to alter the mailing to another address. I also stated that I wanted the name of the person who told Paul to reroute my mail as well as the person who took the four stolen mailings in question.

Please forward the information to me immediately and thank you for your professionalism and diligence.



Michael David Beiter Jr., living soul

## NOTARY'S CERTIFICATE OF SERVICE

It is hereby certified, that on or about, the date noted below, the undersigned Notary Public mailed to:

USPS (Consumer Affairs) #225

C/o Sharron ID# GN0TK0

Miami, Florida [Zoning Improvement Plan Numbered 33152]

transmitted by delivery confirmation ("U.S.") mailed article numbered 70070220000150782676;

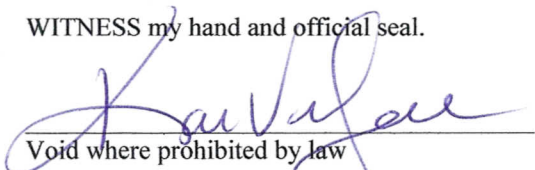
And all and sundry whom this either does or may concern.

The documents and sundry papers pertaining to the attached documents, and all related matters with **missing/stolen mail** and issued by Michael David Beiter Jr. unless indicated otherwise and herein identified as follows:

**EXPRESS NOTICE OF INTRODUCTION-** "MDB-6/8/2009", dated 6/8/09, (1 page).

Mailing sent certified ("U.S.") mailed article referenced. Proof of acceptance of terms attached, by placing same in a postpaid envelope properly addressed to above recipients at said address and depositing same at an official depository under the exclusive face and custody of the U.S. Postal Service.

WITNESS my hand and official seal.

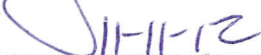
  
Void where prohibited by law

(Seal)

6/8/09

Date

My commission expires:



(Stamp)

NOTARY PUBLIC-STATE OF FLORIDA  
Karen Vulgamore  
Commission # DD836926  
Expires: NOV. 11, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.

[Note: Notary Public, Karen Vulgamore, ("Vulgamore") is not an attorney; is not licensed to practice law in the state of Florida and has not given legal advice nor accepted fees for legal advice. Vulgamore provided no assistance in the preparation of the above referenced documents; and has no interest in any issue referenced therein. Vulgamore is not a party to this action and is ONLY acting in an authorized capacity as liaison to communications between the parties.]



**DUE PRESENTMENT UNDER NOTARY SEAL**  
**DEMAND FOR PERFORMANCE**  
NOTICE TO AGENT IS NOTICE TO PRINCIPAL

FROM: Michael David Beiter Jr.  
c/o Karen Vulgamore, Notary Public  
6555 Powerline Road #102  
Fort Lauderdale, Florida [33309]

NOTICE TO:

Supervisor "Joe" (United States Post Office)  
1950 NE 6<sup>th</sup> Street  
Pompano Beach, Florida [Zoning Improvement Plan Numbered 33060]  
transmitted by certified ("U.S.") mailed article numbered 70070220000150782669; return receipt requested;

Rosalyn Mosley (United States Post Office)  
1900 W. Oakland Park Blvd.  
Fort Lauderdale, Florida [Zoning Improvement Plan Numbered 33310]  
transmitted by certified ("U.S.") mailed article numbered 70070220000150782652; return receipt requested;

Criminal Investigation Service Center (Aaron)  
222 S. Riverside Place  
Chicago, Illinois [Zoning Improvement Plan Numbered 60606-6100]  
transmitted by certified ("U.S.") mailed article numbered 70070220000150782645; return receipt requested.

And all and sundry whom this either does or may concern.

To All Noticed Parties, Principals and Agents, named or otherwise:

At the request of The Michael David Beiter Jr., reportedly a real party in interest, and under authority of the State of Florida, **due presentment** is hereby made of:

**EXPRESS NOTICE OF INTRODUCTION-** "MDB-6/5/2009", dated 6/5/09, (2 pages).

To maintain honor and receive the grace extended, please take three (3) days to respond to this mailing sent via delivery certified ("U.S.") mailed articles referenced. Your response is to be sent in care of the undersigned notary public at the address noted above so it is received no later than three (3) days beyond the postmark of this presentment. Non-performance will be certified and recorded in accord with governing law(s).

WITNESS my hand and official seal.

Void where prohibited by law

(Seal)

6/5/09

Date

My commission expires: 11-11-12

(Stamp)  
NOTARY PUBLIC - STATE OF FLORIDA  
Karen Vulgamore  
Commission #DD836926  
Expires: NOV. 11, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.

[Note: Notary Public, Karen Vulgamore, ("Vulgamore") is not an attorney; is not licensed to practice law in the state of Florida and has not given legal advice nor accepted fees for legal advice. Vulgamore provided no assistance in the preparation of the above referenced documents; and has no interest in any issue referenced therein. Vulgamore is not a party to this action and is ONLY acting in an authorized capacity as liaison to communications between the parties.]

"Michael-David Beiter Jr., living soul, as agreed to by U.S. Department of Justice and William E. Bordley" also as per  
abatement at United States Supreme Court  
c/o Karen Vulgamore, Notary Public  
6555 Powerline Road #102  
Fort Lauderdale, Florida [33309]

6/5/2009

Supervisor "Joe" (United States Post Office)  
1950 NE 6<sup>th</sup> Street  
Pompano Beach, Florida [Zoning Improvement Plan Numbered 33060]  
transmitted by certified ("U.S.") mailed article numbered 70070220000150782669; return receipt requested;

Rosalyn Mosley (United States Post Office)  
1900 W. Oakland Park Blvd.  
Fort Lauderdale, Florida [Zoning Improvement Plan Numbered 33310]  
transmitted by certified ("U.S.") mailed article numbered 70070220000150782652; return receipt requested;

Criminal Investigation Service Center (Aaron)  
222 S. Riverside Place  
Chicago, Illinois [Zoning Improvement Plan Numbered 60606-6100]  
transmitted by certified ("U.S.") mailed article numbered 70070220000150782645; return receipt requested.

**Subject: Criminal Investigation Confirmation Numbered 0R44160912 as per "Aaron" with Criminal Investigation Service Center**

To all parties noticed above, as well as your superiors:

It is in respect to you that this writing is being offered. It is my intent to document (a record) all events pertaining to the Criminal Investigation at hand. If there is anything you disagree with in this writing please respond immediately as this is part of the ongoing investigation. A non response is affirmation of all stated herein, for the record.

On 6/3/09, at about 11:30 a.m., I entered the Post Office in Pompano Beach, Florida and was referred to Supervisor Joe, hereinafter "Joe". I proceeded to tell Joe that a contract I had with his particular office to deliver certain mail (certified, return receipt) had not been delivered since 5/18/2009, when his office took my mail. I told Joe that the mail was of highly important legal significance and that I believed mail fraud had been perpetrated against me through Joe's agents and the parties intended to receive the mail. Joe then asked me for the mailing numbers in question and I told him of the four mailings in questions, specifically, certified mailing number **70042510000540782443**, **70042510000540782467**, **70060100000459829148** and **70041160000162406125**. After several minutes of research, Joe informed me that the mail had left his post and was sent to a central sorting facility to be delivered to its final destination. Joe then gave me a number to further my investigation. (954) 527-2020 was that number.

On 6/3/09, at about 11:45 a.m., I called the number given by Joe and reached one Mary Anne Giambrone who directed me to one Rosalyn Mosley, hereinafter, Rosalyn. In speaking to Rosalyn she informed me that the mail was "lost". She then told me that it had never been received from Joe's post as well. I proceeded to tell Rosalyn that I believed the mail was not lost but purposely taken, in coercion with the mail deliver to hamper a legal matter of high importance. I told her I wanted to file a criminal complaint immediately and that I wanted a full investigation in the matter immediately. Rosalyn directed me to the Criminal Investigation Service Center and told me she would contact me by 6/6/2009 after further investigation.

At the Criminal Investigation Service Center I dealt with Aaron, I first asked Aaron for his last name and he said he could not give his last name to me as a matter of policy. I then asked to speak to a supervisor who could give me a last name and he said they would not give one as well. I asked Aaron the process for filing a criminal complaint and explained the high priority of the issue at hand. Aaron, after asking for all of the mailing numbers involved, then gave me a confirmation number of 0R44160912. I made it very clear to Aaron that it was my intent to file a criminal complaint and he assured me this was one. I was told by Aaron I would be contacted by day's end of 6/5/2009.



My expectations need to be stated, otherwise how can I know that my expectations are met. According to several parties involved my mailings (Fort Lauderdale deliveries) were to have left Joe's post onto a central post. From the central post the mail was to have then gone to the Oakland Park office and then been delivered to its final destination. Joe informs me that it left his facility so the respectful demand I am making is as follows:

1. Who was the person responsible for taking my mailings from Joe's post to the central post?;
2. Who was the person responsible for taking my mailings from the central post to the Oakland Park post?;
3. Who was the person responsible for taking my mailings directly to the recipients of my mailings?

I want to make it perfectly clear that I believe one of the four recipients of my mailings is working in collusion with one of the deliverers to commit a fraud against me. This information is of the utmost urgency in an ongoing investigation and I expect swift and thorough investigation from your departments.

As of 5:00 p.m. on 6/4/2009. I was NOT contacted by Criminal Investigation Service Center as I was told I would be.

A handwritten signature in blue ink, appearing to read "MDQ" followed by a stylized flourish.

Michael David Beiter Jr., living soul



## NOTARY'S CERTIFICATE OF SERVICE (2 pages)

It is hereby certified, that on or about, the date noted below, the undersigned Notary Public mailed to:

Supervisor "Joe" (United States Post Office)

1950 NE 6<sup>th</sup> Street

Pompano Beach, Florida [Zoning Improvement Plan Numbered 33060]

transmitted by certified ("U.S.") mailed article numbered 70070220000150782669; return receipt requested;

Rosalyn Mosley (United States Post Office)

1900 W. Oakland Park Blvd.

Fort Lauderdale, Florida [Zoning Improvement Plan Numbered 33310]

transmitted by certified ("U.S.") mailed article numbered 70070220000150782652; return receipt requested;

Criminal Investigation Service Center (Aaron)

222 S. Riverside Place

Chicago, Illinois [Zoning Improvement Plan Numbered 60606-6100]

transmitted by certified ("U.S.") mailed article numbered 70070220000150782645; return receipt requested.

And all and sundry whom this either does or may concern.

The documents and sundry papers pertaining to the attached documents, and all related matters with **missing mail** and issued by Michael David Beiter Jr. unless indicated otherwise and herein identified as follows:

### EXPRESS NOTICE OF INTRODUCTION- "MDB-6/5/2009", dated 6/5/09, (2 pages

Mailing sent certified ("U.S.") mailed articles referenced. Proof of acceptance of terms attached, by placing same in a postpaid envelope properly addressed to above recipients at said address and depositing same at an official depository under the exclusive face and custody of the U.S. Postal Service.

WITNESS my hand and official seal.

Void where prohibited by law

(Seal)

6/5/09

Date

My commission expires: 11-11-12

(Stamp)

NOTARY PUBLIC-STATE OF FLORIDA  
Karen Vulgamore  
Commission #DD836926  
Expires: NOV. 11, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.

NOTARY PUBLIC-STATE OF FLORIDA  
Karen Vulgamore  
Commission #DD836926  
Expires: NOV. 11, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.

[Note: Notary Public, Karen Vulgamore, ("Vulgamore") is not an attorney; is not licensed to practice law in the state of Florida and has not given legal advice nor accepted fees for legal advice. Vulgamore provided no assistance in the preparation of the above referenced documents; and has no interest in any issue referenced therein. Vulgamore is not a party to this action and is ONLY acting in an authorized capacity as liaison to communications between the parties.]

**DUE PRESENTMENT UNDER NOTARY SEAL**  
**DEMAND FOR PERFORMANCE**  
NOTICE TO AGENT IS NOTICE TO PRINCIPAL

FROM: Michael David Beiter Jr., living soul  
c/o Russell Mortland, Notary Public  
1550 Darden Hill Road  
Driftwood, Texas [78619]

NOTICE TO: Clarence Maddox d/b/a CLARENCE MADDOX also d/b/a CLERK  
301 North Miami Avenue  
Miami, USA [33128]  
Certified ("U.S.") Mailing number 7006 2150 0001 9207 3746

Cc: Henry Paulson d/b/a HENRY PAULSON also d/b/a U.S. TRUSTEE  
U. S. DEPARTMENT OF THE TREASURY  
1500 Pennsylvania Avenue, NW  
Washington, USA [20220]  
First Class ("U.S.") Mailing

To All Noticed Parties, Principals and Agents:

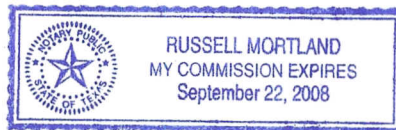
At the request of Michael David Beiter Jr., living soul, reportedly a real party in interest, and under authority of the State of Texas, **due presentment** is hereby made of:

Demand for Performance, dated 7/28/08 and issued by Michael David Beiter Jr., living soul

To honor the presentment, please respond point by point to Michael David Beiter Jr., living soul, in care of the undersigned notary public at the address noted above so it is received no later than ten (10) days beyond the postmark of this presentment. Non-performance will be certified in accord with governing law.

Thank you kindly for your attention.

WITNESS my hand and official seal.



Russell Mortland  
RUSSELL MORTLAND, Notary Public  
Void where prohibited by law

(Seal)

7-25-08  
Date

My commission expires: 9-22-08

(Stamp)

[Note: Notary Public, RUSSELL MORTLAND, ("MORTLAND") is not an attorney; is not licensed to practice law in the state of Texas and has not given legal advice nor accepted fees for legal advice. MORTLAND provided no assistance in the preparation of the above referenced documents; and has no interest in any issue referenced therein. MORTLAND is not a party to this action and is ONLY acting in an authorized capacity as liaison to communications between the parties.]

# NOTARY'S CERTIFICATE OF SERVICE

It is hereby certified, that on or about, the date noted below, the undersigned Notary Public mailed to:

Clarence Maddox d/b/a CLARENCE MADDUX also d/b/a CLERK  
301 North Miami Avenue  
Miami, USA [33128]  
Certified ("U.S.") Mailing number 7006 2150 0001 9207 3746

Cc: Henry Paulson d/b/a HENRY PAULSON also d/b/a U.S. TRUSTEE  
U. S. DEPARTMENT OF THE TREASURY  
1500 Pennsylvania Avenue, NW  
Washington, USA [20220]  
First Class ("U.S.") Mailing

The documents and sundry papers pertaining to a certain Case # 07-6317-SNOW, and all related matters, with the UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA and issued by Michael David Beiter Jr., living soul, unless indicated otherwise and herein identified as follows:

1. **Apostilled "Act of State, Declaration of Standing and Identity"**, dated 5/16/05, (2 pages);
2. **Original UCC-1**, dated 8/1/03, (2 pages);
3. **Private Bond For Set Off with Claim of Lien and Stamped Birth Certificate**, dated 5/16/07, (3 pages);
4. **Amended UCC-1 with Security Agreement**, dated 12/31/07, (18 pages);
5. **Private Discharging and Indemnity Bond**, dated 9/21/07, (1 page, front and back);
6. **Private Offset Bond**, dated 9/21/07, (1 page, front and back);
7. **Private Discharging and Indemnity Bond**, dated 10/2/07, (1 page, front and back);
8. **Private Offset Bond**, dated 10/7/07, (1 page, front and back);
9. **Bonded Promissory Note with Fiduciary Instructions**, dated 10/17/07, (1 page, front and back plus 2 pages);
10. **UCC-3 for Promissory Note**, dated 10/19/08, (1 page);
11. **W-8BEN and attachments**, dated 3/3/08, (4 pages);
12. **Cover Writing, 1099-OID, 1096, 1040-V, Form 56**, dated 3/19/08, (7 pages);
13. Reference copy **Notary's Certificate of Service** (signed original on file)

by Certified Mail ("U.S.") No. 7006 2150 0001 9207 3746, and first class mail ("U.S.") by placing same in a postpaid envelope properly addressed to above recipients at said address and depositing same at an official depository under the exclusive face and custody of the U.S. Postal Service within the State of Texas.

Russell Mortland (Seal)  
Russell Mortland, Notary Public  
1550 Darden Hill Road  
Driftwood, Texas [78619]

7-25-08  
Date

My commission expires: 9-22-08



[Note: Notary Public, RUSSELL MORTLAND, ("MORTLAND") is not an attorney; is not licensed to practice law in the state of Texas and has not given legal advice nor accepted fees for legal advice. MORTLAND provided no assistance in the preparation of the above referenced documents; and has no interest in any issue referenced therein. MORTLAND is not a party to this action and is ONLY acting in an authorized capacity as liaison to communications between the parties.]



## APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: United States of America

This Public Document

2. has been signed by MARY F. LEE

3. acting in the capacity of Notary Public

4. bears the seal/stamp of the State of Kansas

Certified

5. at Topeka, Kansas

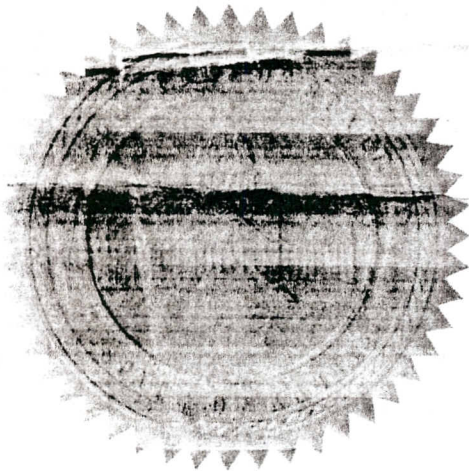
6. the 16th day of May, A.D. 2005

7. by Ron Thornburgh, Secretary of State

8. No. 05-02468

9. Seal/Stamp:

10. Signature



*Ron Thornburgh*

Certified Copy  
*Phil*  
2/21/8

*publici juris*/Declaration in the nature of an Affidavit  
Session: one supreme Court

Act of State  
Declaration of Standing and Identity

I, Michael David: Beiter Jr.™ © by International Common Law Registration, being of the age of majority, complete in my faculties, a natural born Divine creation in Full Life and a Private, Sentient, Civilian, Absolute Sovereign Neutral in itinere upon the Land within the constitutional Public survey boundaries of The State Florida, a Republic, of a constitutional Township, within the body of a constitutional county, the proper jurisdictions of the Common Law thereto, do solemnly make this Declaration of Standing and Identity, pursuant to my absolute freedom of religion, of an Ambassador on a Mission and Subject of the Kingdom of Heaven under its King, Christ; and an American Sovereign Citizen-Principal in good Standing and Behavior, Public Minister (Ambassador), and "dominium" (absolute owner) inhabitant of the organic united States ("a more perfect Union") by the Constitution for the united States of America (1791 to Date) as ordained and established, with reservation of all Divinely created and inherent unalienable Rights/Privileges. It is at the same time that I renounce and declare void, *ab initio*, any and all attempts (De Facto/Renegade/Corporate), by means of fictions or otherwise, of any changes in my lawful Standing to that of a Corporate Statutory/Military/Maritime/Admiralty/Fictitious "U.S."; "person", "whoever", "consumer", "individual", "citizen", "citizen-subject" "plaintiff/defendant", "resident", "taxpayer", "driver", "gun/firearm owner", "debtor", et al, subject to the seizure of Alien Properties under the hypothecated, Corporate/Legislative/Military/Maritime/Admiralty/Fictitious Democracy UNITED STATES, et al. Such corporations, fraudulent and non-existent in the Law, include, but are not limited to, the UNITED STATES, STATE OF FLORIDA, COUNTY OF BROWARD, CITY OF POMPANO BEACH, MICHAEL DAVID BEITER JR, MICHAEL D BEITER JR, MIKE BEITER, 595-32-8748, etc. This doctrine of "Piercing the Corporate Veil", with its "Instrumentality Rule", does and will serve Notice, (judicial, presidential, or otherwise), that all acting as Corporate officers, etc., whether by color of law or color of official right, are acting or have acted without the usual immunities afforded in lawful civil/judicial proceedings. For the peace and safety of all Corporate officers, etc., as well as myself, I have identified all my guaranteed, absolute properties ("Life, Liberty, and Pursuit of Happiness"), until such time as the present De Facto/Renegade/Corporate government can make the necessary changes to its structure to insure the same. These identifications will list the International Record (Serial) Number (Apostille No.), as having been recognized, received, recorded, and issued by the De facto/Renegade/Corporate government. As this Number is the International registration, National authentication, and State certification of a Public Document of the united States of America, my Nation, as well as identification of all guaranteed, absolute properties, whether Private or Public; have been, are, will be in Lawful possession of me. Any confiscation or seizure of any kind of any of the guaranteed, absolute Private and Public properties by any of the De Facto/Renegade/Corporate officers, etc. will result in damages of Ten Million Dollars of united States (nation-state) specie Money (united States Dollars silver/"Blocked"), that being enumerated in Article I, Section 10, Clause 1 as "gold and silver Coin" in the Constitution for the united States of America (1791 to Date), to be multiplied by not only the damaging party(s), but all those in concert and causes of action.

This Declaration is made absolute by the enclosed Apostille (The State Kansas) copy, and, pursuant to 15 Stat. ch. 240 pg. 223 (1868), shall be made final, adopted, and accepted by the Doctrines of Estoppel (by acquiescence), Law of the Record (Apostille), Moral Obligation (peremptory mandamus), and the Divine Law (380 U.S. 163; The Bible is law to be applied nationally); or upon the passing of a customary and reasonable time of ten (10) consecutive calendar days from receipt of the service guaranteed U.S. Mail (Registered) or otherwise. It will be the President's absolute ministerial duty to identify, restore, and correct any and all errors, injuries, wrongs, and damages at anytime applied and/or attached to Me, pursuant to Congressional demand within 15 Stat. ch. 249. I can redefine, reverse, alter, amend, change this Action of State, at any time or place I should desire, effecting my birthright treaties, chattels, loans, mortgages, relationships, taxes, government regulations, private rights held back from government(s), externalities, declaration of restrictions, presentments, economic liberties, research and development of rights, not limiting any other restrictions.

Dates: Spiritual; "In the Beginning" plus Six Days;

Announcement of live birth: 4 April 1969

By: 

(Common Law);

Seal 

Me; American Inhabitant/Inhabitant of Florida; Christian in Full Life on a Mission;  
Private, Sentient, Civilian/Absolute Sovereign Neutral;

United States of America: The State Florida, a republic. "Within" a constitutional county and a constitutional township republics; "

... at the mouths of two witnesses, or at the mouths of three witnesses, shall the matter be established." Deuteronomy 19:15

By:   
Divine, Sentient, and Common Law Witness

Seal 

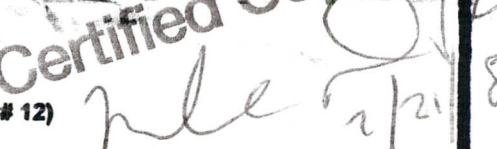
By:   
Divine, Sentient, and Common Law Witness

Seal 

Form: *publici juris*/Affidavit  
Session: one supreme Court

Archetype

Act of State  
Primary Signature Certification  
(Convention de La Haye du 5 octobre 1961)  
TIAS 10072. 33 UST 883. 527 UNTS 189. (Convention # 12)

Certified Copy  


I do hereby certify the document enclosed to be a true, correct, complete and not misleading Original of the Declaration of Standing



**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

FLORIDA SECURED TRANSACTION REGISTRY

**FILED**

2003 Aug 01 AM 12:00

\*\*\*\*\* 20030460270X \*\*\*\*\*

A. NAME & PHONE OF CONTACT AT FILER (optional)	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
Michael David Beiter, Jr. Principal In Fact c/o 3261 NW 63rd Street Ft. Lauderdale, Florida [33309-9998]	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only <u>one</u> debtor name (1a or 1b) - do not abbreviate or combine names				
1a. ORGANIZATION'S NAME				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
BEITER		D	L	
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
346 JAEGER AVENUE		MAYWOOD	NJ	07607 USA
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	
140-60-8628	DEBTOR		1g. ORGANIZATIONAL ID #, if any	
				<input checked="" type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only <u>one</u> debtor name (2a or 2b) - do not abbreviate or combine names				
2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
BEITER, JR.		M	D	
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
1141 SOUTHWEST 3RD AVENUE		FT. LAUDERDALE	FL	33300 USA
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	
595-32-8748	DEBTOR		2g. ORGANIZATIONAL ID #, if any	
				<input checked="" type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR SIP) - Insert only <u>one</u> secured party name (3a or 3b)				
3a. ORGANIZATION'S NAME				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
Beiter, Jr.		Michael	David	
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
3261 NW 63rd Street		Ft. Lauderdale	Florida	near 33309 uSA

4. This FINANCING STATEMENT covers the following collateral:

THIS IS ACTUAL AND CONSTRUCTIVE NOTICE that all of the Debtors' interests now or hereafter acquired is hereby Accepted as collateral for the securing contractual obligations in favor of the Secured Parties as detailed in true, correct, complete, and notarized Security Agreements in the possession of the Secured Parties. Pursuant to the UCC and Title 47 of the United States Code, this is the entry of the DEBTORS into the Commercial Registry as transmitting utilities and Public Notice of a commercial transaction. All property is accepted for value and is exempt from levy. Adjustment of this filing is from Public Policy HJR 192, Public Law 73-10, and UCC 10-104. All proceeds and products derived therefrom, including any name derivations, any and all signatures on contracts and agreements predicated on the DEBTORS, and all accounts, fixtures, and Orders are released to the DEBTORS. The Secured Parties, living souls, sentient beings, hereby secure all right, interest and title in said property and its nexus with DEBTORS as attested by the notarized Security Agreements. Documentary Stamp Tax Not Required.

5. ALTERNATIVE DESIGNATION (if applicable)	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AS LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)						
7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)				All Debtors	Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA						
Secured Party/s: Michael David Beiter, Jr. / Donna La Beiter						

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

Certified Copy  
7/21/8



# UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

## 9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME

BEITER

FIRST NAME

D

MIDDLE NAME, SUFFIX

L

## 10. MISCELLANEOUS:

Additional Debtor(s):

INDIVIDUAL'S LAST NAME: BEITER, FIRST NAME: JOSHUA, MAILING ADDRESS: 3261 NW 63RD STREET, CITY: FT. LAUDERDALE, STATE: FL, POSTAL CODE: near 33309, COUNTRY: USA, TAX ID# 590-97-0470, ORGANIZATIONAL ID#: NONE.

INDIVIDUAL'S LAST NAME: BEITER, FIRST NAME: SAIGE, MAILING ADDRESS: 3261 NW 63RD STREET, CITY: FT. LAUDERDALE, STATE: FL, POSTAL CODE: near 33309, COUNTRY: USA, TAX ID# 769-18-6359, ORGANIZATIONAL ID#: NONE.

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

## 11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME

BEITER

FIRST NAME

MICHAIAH

MIDDLE NAME

SUFFIX

## 11c. MAILING ADDRESS

3261 NW 63RD STREET

CITY

FT. LAUDERDALE

STATE

FL

POSTAL CODE

near 33309

COUNTRY

USA

11d. TAX ID #: SSN OR EIN

593-85-4137

ADD'L INFO RE ORGANIZATION

DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

☒ NONE

## 12. ☒ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

Beiter

FIRST NAME

Donna

MIDDLE NAME

Lee

SUFFIX

## 12c. MAILING ADDRESS

3261 NW 63rd Street

CITY

Ft. Lauderdale

Florida

STATE

POSTAL CODE

near 33309

COUNTRY

uSA

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing.

14. Description of real estate:

## 16. Additional collateral description:

The following property is registered in the same with valuable consideration:

- 1) Birth Certificate document #: 109-16-064 filed with the STATE OF FLORIDA Department of Health and Birth Certificate document issued 4/2/75 filed with the STATE OF NEW JERSEY Department of Health;
- 2) Employer Identification #s 595328748, 140608628, 593854137, 590970470, 769186359;
- 3) Personal Treasury Direct UCC Contract Trust Account #s RA 596 133 795 US & RA 596 133 804 US.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

## 17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

## 18. Check only if applicable and check only one box.

☒ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years

☐ Filed in connection with a Public-Finance Transaction — effective 30 years

2/21/8



Michael-David: Beiter Jr.  
c/o 5250 NE 160<sup>th</sup> Avenue  
Williston, Florida  
non domestic without the U.S

Issue date: 16 May 2007  
Bond number: RR519390045US

Henry M. Paulsen, Jr., Secretary of the US Treasury  
The United States Department of the Treasury  
c/o 1500 Pennsylvania Ave NW  
Washington, D.C. [20220]

**REGISTERED MAIL**  
**RETURN RECEIPT REQUESTED**  
**REGISTERED NO. RR519390045US**

**PRIVATE BOND FOR SET OFF - NON-NEGOTIABLE**  
**Value of Bond is Unlimited**

Re: CERTIFICATE OF BIRTH #109-1969-025649 ACCEPTED FOR VALUE and EXEMPT FROM  
LEVY DEPOSITED TO US TREASURY AND CHARGED TO MICHAEL D. BEITER JR. #595328748

Attention: Attention: Henry Paulsen, Respondent

Enclosed, the undersigned, Michael-David: Beiter Jr., herewith accepts for value the enclosed bond, Certificate of Birth, No. 109-1969-025649, and all endorsements front and back, being the only legitimate acceptor of said bond being the only party to have put any value into said bond, being the contributing beneficiary of the same. This is in accordance with Uniform Commercial Code, and House Joint Resolution 192 of 5 June 1933, and UCC 1-104 and UCC 10-104

**BOND ORDER**

Please deposit this bond to an account bearing the Registered Mail Number RR519390045US for future identification purposes, and to be used as a set off account against any bills, taxes, or claims, and the like, against the Michael-David: Beiter Jr., as listed on Certificate of Birth, No. 109-1969-025649 or any bills, taxes, or claims, and the like, against the MICHAEL D. BEITER JR. 595328748, debtor to Michael-David: Beiter Jr., Secured Party, see enclosed UCC-1 Financing Statement), said claim(s) to have been "accepted" and endorsed by the Michael-David: Beiter Jr., in the virtual world if officials incarcerating the undersigned as if some agreed upon surety, refuse to assist in preparation of the paperwork.

Please adjust any bills, taxes, or claims, and the like, against Michael-David: Beiter Jr., [see Certificate of Birth] of the MICHAEL D. BEITER JR. 595328748 to zero, AND charge, settle and close any such account, and return the interest to the principal, Michael-David: Beiter Jr., via the MICHAEL D. BEITER JR. 595328748 at the above post location.

Henry Paulsen, the Secretary of the Treasury, the United States Department of the Treasury shall have Thirty (30) days from the date of receipt of this Bond, as witnessed by the Date of Receipt affixed to the USPS Domestic Return Receipt, to dishonor this Bond by returning this Bond to the Principal at the stipulated mailing address by non domestic post. Failure to return the Bond as stated shall constitute Acceptance and Honoring of this Bond and the Associated transactions, in accordance with the Law, by Henry Paulsen, the Secretary of the Treasury, the United States Department of the Treasury to all of the Terms and Conditions contained herein.

This Bond shall be ledgered as an asset as best suits the needs of The United States Department of the Treasury.

This Bond expires at the moment Michael-David: Beiter Jr., expires.

Michael-David: Beiter Jr. - Principal  
Exemption ID # 595328748  
c/o 5250 NE 160<sup>th</sup> Avenue  
Williston, Florida  
non domestic without the US

Stephen-Clifford: Hunter - Surety #1  
Exemption ID # 264027369  
c/o P.O. Box 217  
Candler, Florida  
non domestic without the US

Donna-Lee Beiter - Surety #2  
Exemption ID # 140608628  
c/o 5250 NE 160<sup>th</sup> Avenue  
Williston, Florida  
non domestic without the US

Witness #1

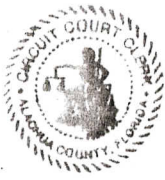
Jeffrey-Wayne: Hazim  
c/o 6550 Powerline Road  
Fort Lauderdale, Florida  
non domestic without the US

Witness #2

Tim-Nathan: Cryer  
c/o 5250 NE 160<sup>th</sup> Avenue  
Williston, Florida  
non domestic without the US

**Certified Copy**  
mike  
2/21/08





J.K. "Buddy" Irby, Clerk of the Circuit & County Court, Eighth Judicial Circuit of Florida, in and for Alachua County, hereby certifies this to be a true and correct copy of the document now of record in this office. Witness my hand and seal this 16 day of May 2007.  
 J.K. "Buddy" Irby, Clerk of the Circuit & County Court  
 By [Signature]  
 Deputy Clerk

RECORDED IN OFFICIAL RECORDS  
 INSTRUMENT # 2338498 1 PG  
 2007 MAY 16 02:45 PM BK 3600 PG 349  
 J. K. "BUDDY" IRBY  
 CLERK OF CIRCUIT COURT  
 ALACHUA COUNTY, FLORIDA  
 CLERK3 Receipt#330479

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**RECORDING REQUESTED BY:**  
 Michael-David: Beiter Jr.



**AND WHEN RECORDED MAIL TO:**  
 Michael-David: Beiter Jr.  
 5250 NE 160<sup>th</sup> Avenue,  
 Williston, Florida state  
 (postal trade zone 32696)  
 non-domestic Without the US

**CLAIM OF LIEN  
 (Claim of Lien)**

The undersigned, Michael-David: Beiter Jr., referred to in this Claim of Lien as the Claimant, claims a Commercial Lien in favor of Michael-David: Beiter Jr. in the amount of 10 Billion Dollars functional currency, and evidences the establishment of a Claim of Lien in the funds, products, fixtures, proceeds, credits, contracts, labor, equipment, bank accounts, functional, cash and coin currency, bonds, insurance, materials associated with MICHAEL DAVID BEITER JR. and other formats of spelling, involving the items and subjects described below and contained in the Security Agreement MDB-051607-SA, and Indemnity Agreement MDB-080103-IA-1 to all to whom these presents for the record:

**VESSEL REGISTRATION:**

**MICHAEL DAVID BEITER JR.**  
 20030460270X August 1, 2003 IN UCC-1 Trans. Utility  
 \*\*\*\*\*48 ID on file  
 RR 519 390 045 US Registered Bond Order Number  
 Value 10B Functional Currency

c/o Address: 5250 NE 160<sup>th</sup> Avenue  
 City: Williston  
 State: Florida  
 Postal Trade Zone: 32696

located at the State of Florida, and as further described in the UCC-1 and UCC-3 as provided therein.

**VERIFIED DECLARATION**

I, declare under penalty of perjury under the laws of the State of Florida the information in this Claim of Lien is true and correct to the best of the knowledge, information, and belief, that the foregoing is true correct and complete.

Dated: May 16, 2007 A.D:

Name of Claimant: Michael-David: Beiter Jr.

By: [Signature]

AUTOGRAPH OF CLAIMANT OR AUTHORIZED AGENT AND TITLE

**JURAT**

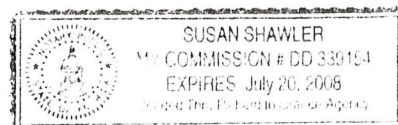
State of Florida )

) ss

County of Alachua )

Subscribed and sworn to (or affirmed) before me Susan Shawler a Notary Public, on this 16th day of May, 2007, by Michael-David: Beiter Jr., living soul, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Susan Shawler Seal



*Certified Copy*  
[Signature]  
 5/21/08



## OFFICE of VITAL STATISTICS

CERTIFIED COPY

**CERTIFICATION OF BIRTH**

STATE FILE NUMBER: 109-1969-025649

CHILD'S NAME: MICHAEL DAVID BEITER JR

DATE OF BIRTH: APRIL 23, 1969

SEX: MALE

COUNTY OF BIRTH: BROWARD

DATE FILED: MAY 6, 1969

MOTHER'S MAIDEN NAME: MICHELE HEBERT

FATHER'S NAME: MICHAEL DAVID BEITER

DATE ISSUED: AUGUST 24, 2006

Accepted for value Exempt from Levy  
Exemption ID# 595328748 Date May 15, 2007  
Deposit to US TREASURY and charge the same to  
MICHAEL DAVID BEITER JR. account ID 595-32-8748

C. Meach G. Jr., State Registrar

Certified Copy

REQ: 2006687227

THE ABOVE SIGNATURE CERTIFIES THAT THIS IS A TRUE AND CORRECT COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE.  
WARNING: THIS DOCUMENT IS PRINTED OR PHOTOCOPIED ON SECURITY PAPER WITH A WATERMARK OF THE GREAT SEAL OF THE STATE OF FLORIDA ON THE FRONT, AND THE BACK CONTAINS SPECIAL LINES WITH TEXT AND LOGOS IN THE MICROFILM AREA.

HEALTH

DOH FORM 1946 (02-04)

B1136265

CERTIFICATION OF VITAL RECORD



VOID IF ALTERED OR ERASED



**STATE OF FLORIDA UNIFORM COMMERCIAL CODE  
FINANCING STATEMENT FORM**
**FILED**
**2007 Dec 31 AM 12:00**
**A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON**
**B. SEND ACKNOWLEDGEMENT TO:**

Name MICHAEL BEITER

Address 5250 NE 160TH AVENUE

Address

City/State/Zip WILLISTON FL 32696

\*\*\*\* 20070732970X \*\*\*\*

\*\*\*C \* 12070798720601-94.00\*\*\*94.00\*\*\*

\*\*\*C \* 12310799639901-3.00\*\*\*3.00\*\*\*

**1. DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (1a OR 1b)**
**1a. ORGANIZATION'S NAME**

MICHAEL DAVID BEITER JR., ENS-LEGIS/TRUST

**1b. INDIVIDUAL'S LAST NAME**

FIRST-NAME

**1c. MAILING ADDRESS**

 1141 SOUTHWEST 3<sup>RD</sup> AVENUE

**CITY**

FORT LAUDERDALE

**STATE**

FL

**POSTAL CODE**

33300

**COUNTRY**

USA

**1d. TAX ID#**

 REQUIRED ADD'L INFO  
RE: ORGANIZATION  
DEBTOR

**1e. TYPE OF ORGANIZATION**  
TRUST

**1f. JURISDICTION OF ORGANIZATION**  
US DEPARTMENT OF THE TREASURY

**1g. ORGANIZATIONAL ID#**  
\*\*\* \*\*48 ☐ NONE

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (2a OR 2b) - Do Not Abbreviate or Combine Names**
**2a. ORGANIZATION'S NAME**
**2b. INDIVIDUAL'S LAST NAME**

FIRST NAME

MIDDLE NAME

SUFFIX

**2c. MAILING ADDRESS**
**CITY**
**STATE**
**POSTAL CODE**
**COUNTRY**
**2d. TAX ID#**

 REQUIRED ADD'L INFO  
RE: ORGANIZATION  
DEBTOR

**2e. TYPE OF ORGANIZATION**  
CORPORATION

**2f. JURISDICTION OF ORGANIZATION**  
US

**2g. ORGANIZATIONAL ID#**  
☐ NONE

**3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - INSERT ONLY ONE SECURED PARTY NAME (3a OR 3b)**
**3a. ORGANIZATION'S NAME**

US DEPARTMENT OF THE TREASURY

**3b. INDIVIDUAL'S LAST NAME**

 FIRST NAME  
TERRY

 MIDDLE NAME  
L

SUFFIX

**3c. MAILING ADDRESS**

1500 PENNSYLVANIA AVENUE, N.W.

**CITY**

WASHINGTON

**STATE**

DC

**POSTAL CODE**

20220

**COUNTRY**

USA

**4. This FINANCING STATEMENT covers the following collateral:**

NOTICE: In accordance with 47 USC 151 - PROPERTY - This is the Entry of the DEBTOR in the COMMERCIAL REGISTRY as a TRANSMITTING UTILITY and the following PROPERTY is hereby Registered in the same as PUBLIC NOTICE of a COMMERCIAL TRANSACTION: With this INDIANA UCC-1 FINANCING STATEMENT; BROWARD COUNTY, FLORIDA, CERTIFICATION OF BIRTH Document #109-1969-025649: EMPLOYER IDENTIFICATION #59-\*\*\*\*48: All PROPERTY is Accepted for Value and is EXEMPT from LEVY. Adjustment of this FILING is from Article 1 Section 10, the United States of America (1788) CONSTITUTION, PUBLIC POLICY HJR-192, PUBLIC LAW 73-10 and UCC 10-104. All PROCEEDS, PRODUCTS, ACCOUNTS, FIXTURES and the ORDERS therefrom are related to the DEBTOR;

This is Actual and Constructive Notice, Nunc Pro Tunc that All of DEBTOR's INTEREST now Owned or hereafter Acquired is hereby Accepted as COLLATERAL for Securing CONTRACTUAL OBLIGATION in Favor of the First Position Lien Holder as detailed in a True, Complete, NOTARIZED SECURITY AGREEMENT in Possession of the SECURED PARTY.

MICHAEL BEITER JR., SECURED PARTY

See additional COLLATERAL Description/SECURITY AGREEMENT contained in UCC-1 FINANCING STATEMENT ADDENDUM and attached hereto:

5. ALTERNATE DESIGNATION (if applicable)	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR
	AG. LIEN	NON-UCC FILING	SELLER/BUYER

**6. Florida DOCUMENTARY STAMP TAX - YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX**
☐ All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.

☒ Florida Documentary Stamp Tax is not required

**7. OPTIONAL FILER REFERENCE DATA**

 Certified Copy  
7/2/18



**STATE OF FLORIDA UNIFORM COMMERCIAL CODE  
FINANCING STATEMENT AMENDMENT FORM**

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON

B. SEND ACKNOWLEDGEMENT TO:

MICHAEL BEITER

Address 5250 NE 160TH AVENUE

Address

City/State/Zip WILLISTON, FL 32696

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

20070732970X

1b.

This FINANCING STATEMENT AMENDMENT is to be filed  
[for record] (or recorded) in the REAL ESTATE RECORDS.

2. CURRENT RECORD INFORMATION - DEBTOR NAME - INSERT ONLY ONE DEBTOR NAME (2a OR 2b)

2a. ORGANIZATION'S NAME

MICHAEL DAVID BEITER JR., ENS LEGIS/TRUST

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3. CURRENT RECORD INFORMATION - SECURED PARTY NAME - INSERT ONLY ONE SECURED PARTY NAME (3a OR 3b)

3a. ORGANIZATION'S NAME

US DEPARTMENT OF THE TREASURY

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

4. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

5. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

6. **ASSIGNMENT** (full or partial): Give name of assignee in item 9a or 9b and address of assignee in item 9c; and also give name of assignor in item 11.

7. **AMENDMENT (PARTY INFORMATION):** This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 8 and/or 9.

☐ **CHANGE** name and/or address: Give current record name in item 8a or 8b;  
Also give new name (if name change) in item 9a or 9b and/or new address  
(if address change) in item 9c.

☐ **DELETE** name: Give record name  
to be deleted in item 8a or 8b.

☐ **ADD** name: Complete item 9a or 9b,  
and 9c; also complete items 9d-9g (if  
applicable).

8. CURRENT RECORD INFORMATION - INSERT ONLY ONE NAME (8a OR 8b) - Do Not Abbreviate or Combine Names

8a. ORGANIZATION'S NAME

8b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

9. CHANGED (NEW) OR ADDED INFORMATION: - INSERT ONLY ONE NAME (9a OR 9b) - Do Not Abbreviate or Combine Names

9a. ORGANIZATION'S NAME

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

9c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

9d. TAX ID#

REQUIRED ADD'L INFO  
RE: ORGANIZATION  
DEBTOR

9e. TYPE OF ORGANIZATION

9f. JURISDICTION OF ORGANIZATION

9g. ORGANIZATIONAL ID#

☐ NONE

10. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☒ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

This Amendment is to repair scrivener's error wherein the attached pages will replace the exact same pages of the original filing and wherein the secured party is "US DEPARTMENT OF THE TREASURY". The first name "Terry" and middle name "L" located at number 3 of original filing is also void as from the original filing as a scrivener's error as well.

11. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor, which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☒ and enter name of DEBTOR authorizing this Amendment.

ORGANIZATION'S NAME

MICHAEL DAVID BEITER JR., ENS LEGIS/TRUST

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12. OPTIONAL FILER REFERENCE DATA



This is an Amendment to UCC Financing Statement original lien filing 20030460270X dated August 1, 2003, and #2338498, FL Lien, Alachua County, Florida state, Notice of Perfected Claim: MICHAEL DAVID BEITER JR.

No. MDB-051607-SA

SECURITY AGREEMENT

Non-Negotiable- Private Between the Parties

Debtor:

MICHAEL DAVID BEITER JR.  
1141 SOUTHWEST 3RD AVENUE  
FT. LUDERDALE, FL 33300  
(MICHAEL D. BEITER JR., also known by any and  
all derivatives and variations in the spelling of said name.)  
Debtors Social Security Account Number \*\*\*-\*\*-48  
Vessel of American registry claimed,  
20030460270X August 1, 2003

Secured Party  
In care of:

MICHAEL DAVID BEITER JR.  
5250 NE 160TH AVENUE  
WILLISTON, FLORIDA 32696

Michael-David: Beiter Jr.,  
First Trustee.

Private surety and underwriter

Trustee: Henry M. Paulson Jr., Secretary of the Treasury  
Trustee: Anna Escobedo Cabral, Treasurer of the United States

Others: JOHN H DOE, Known and unknown 1 through 20.

VESSEL REGISTRATION:

#2338498 May 16, 2007 FL Lien  
20030460270X August 1, 2003 FI Transmitting Utility  
\*\*\*\*\*48 ID on file.  
RR 519 390 045 US Registered Bond Order Number

I.

This Security Agreement is mutually agreed upon and entered into on the Seventeenth Day of the Fifth Month in the Year of Our Lord Two Thousand Seven between the juristic person, "MICHAEL DAVID BEITER JR.," and MICHAEL D. BEITER JR., BEITER M D and all derivatives and variations in the spelling of said name, hereinafter jointly and severally "Debtor", and MICHAEL DAVID BEITER JR., hereinafter "Secured Party", and Michael David Jr. of the Beiter Family, a free man, operating as First Trustee, and as caretaker for the operational status and maintenance of the family and commercial enterprise.

This Security Agreement is amendable to include other parties and matters who join this agreement and use the trade-name "MICHAEL DAVID BEITER JR.," and MICHAEL D. BEITER JR., BEITER M D and all derivatives and variations in the spelling of said name, for financial gain, personal benefit or for benefit of others known or unknown. The use of these Trade Mark names or other written formats similar to these are used under this security agreement as transmitting utilities, debtors, Secured Party or agents and trustees thereof, subjects the user under the law of lex mercatorum usage to the terms and conditions contained within this agreement without exception because Michael-David: Beiter Jr., is the holder of the only claim to the right, title and interest in the products, fixtures, accounts, proceeds, funds, credits, trust res and other assets demonstrated by UCC Financing Statement Lien 20030460270X August 1, 2003, Florida state and #2338498 FL Lien.

**BILL OF RIGHTS.** The original Bill of Rights associated with the American Constitution 1 through 10 are hereby incorporated as if stated at length, and all who contract under this agreement, and other parties who contract under the waiver of tort contract provisions are noticed of the terms and conditions evidenced by Bill of Rights Amendment IX., the enumeration in the Constitution of certain rights, shall not be construed to deny or disparage others retained by the people.

For valuable consideration for which receipt of is acknowledged, Debtor(s) (a) hereby grants Secured Party a security interest in the Collateral described herein below for the purpose of securing any indebtedness; (b) delivers all collateral into the possession of Secured Party; (c) agrees concerning having Debtor's name entered and registered in the records of the UCC filing office as a transmitting-utility Debtor, and (d) agrees that Secured Party possesses the rights stated in this Security Agreement re Collateral, as well as any and all other rights which Secured Party may have.

Obligation owed by Debtor in favor of Secured Party as set forth in this express written Private Agreement No. MDB-051607-SA; amount of said obligation: Ten Billion Dollars, \$10,000,000,000.00 USD.

Repayment of (i) any amounts that Secured Party may advance, spend, and otherwise convey for the maintenance, preservation, upkeep, and the like of the Collateral, and (ii) any other expenditures that Secured Party may make under the provisions of this Security Agreement in particular and for the benefit of Debtor in general; All amounts owed under any modification, renewals, extensions, and the like of any of the foregoing obligations; All other amounts owed Secured Party, both now and in the future, by Debtor; All indebtedness and liabilities, whatsoever, held by the Secured Party for the Debtor, both directly and indirectly, absolute and contingent, due and as might become due, now existing and hereafter arising, and however evidenced; Any other debts that may be owed the Secured Party by the Debtor, arising upon occasion as stated herein.

Debtors and joining parties agree that all property and Collateral is held in the exclusive possession of Secured Party until Secured Party terminates this Security Agreement in writing.

Words Defined; Glossary of Terms

**PARTIES**

Michael- David: Beiter Jr., a free man, Trustee for Secured Party MICHAEL DAVID BEITER JR., lien holder, creditor and has an established interest in the Debtors MICHAEL D. BEITER JR., MICHAEL DAVID BEITER JR., BEITER M D and all derivatives and variations in the spelling of said name.

Security Agreement No. MDB-051607-SA



This is an Amendment to UCC Financing Statement original lien filing 20030460270X dated August 1, 2003, and #2338498, FL Lien, Alachua County, Florida state, Notice of Perfected Claim: MICHAEL DAVID BEITER JR.

**Creditor** includes a general creditor, a secured creditor, a lien creditor, and any representative of creditors, including an assignee for the benefit of creditors, a trustee in bankruptcy, a receiver in equity, and an executor or administrator of an insolvent debtor's or assignor's estate.

**Debtor.** In this Security Agreement the term "Debtor" means MICHAEL D. BEITER JR., MICHAEL DAVID BEITER JR., MICHAEL DAVID BEITER JR., BEITER M D and all derivatives and variations in the spelling of said name. The term "Debtor" is used to describe other parties that join this agreement by contracting, benefiting from and become fiduciary debtors or creditors under this Security Agreement.

**Defendant.** Debtors or fictitious entities, a.k.a. violator, offender or other such designator i.e. Defendant.

**Fiduciary Debtor.** An entity or natural person appointed to act as fiduciary in relation to the Debtors or other PERSONS joined, assigned, appointed, or made part of this Security Agreement by contract. Fiduciary Debtor may exercise duties and execute documents necessary to complete the tasks for transactions involving the collateral as described.

**Fiduciary Creditor.** A person appointed by the Secured Party to act as fiduciary in relation to the Debtor MICHAEL D. BEITER JR., MICHAEL DAVID BEITER JR., MICHAEL DAVID BEITER JR., BEITER M D and all derivatives and variations in the spelling of said name or other parties that join this security agreement by contract, to exercise the duties necessary to complete the tasks necessary to complete the transactions involving the matters contained within this agreement.

**First Trustee.** Michael David Beiter Jr., a free man, holder of the first claim of lien right perfected security interest in the products, fixtures, accounts, credits, funds, trust res and proceeds and rights therein under first in time first in line doctrine which stands as undisputed fact for the record.

**Third Party Intervenor, F.R.C.P. Rule 14. Third-Party Practice.**

The third-party complaint, if within the admiralty and maritime jurisdiction, may be in rem against a vessel, cargo, or other property subject to admiralty or maritime process in rem, in which case references in this rule to the summons include the warrant of arrest, and references to the third-party plaintiff or defendant include, where appropriate, a person who asserts a right under Supplemental Rule C(6)(b)(i) in the property arrested. (c) Admiralty and Maritime Claims. When a plaintiff asserts an admiralty or maritime claim within the meaning of F.R.C.P. Rule 9(h), the defendant or person who asserts a right under Supplemental Rule C(6)(a)(i), as a third-party plaintiff, may bring in a third-party defendant who may be wholly or partly liable, either to the plaintiff or to the third-party plaintiff, by way of remedy over, contribution, or otherwise on account of the same transaction, occurrence, or series of transactions or occurrences. In such a case the third-party plaintiff may also demand judgment against the third-party defendant in favor of the plaintiff, in which event the third-party defendant shall make any defenses to the claim of the plaintiff as well as to that of the third-party plaintiff in the manner provided in Rule 12 and the action shall proceed as if the plaintiff had commenced it against the third-party defendant as well as the third-party plaintiff. See page 11 below.

**Tortfeasor.** A wrong-doer, one who does wrong; one who commits a trespass or is guilty of a tort.

**Secretary of the Treasury.** Henry M. Paulson Jr., trustee, and his successors, 1500 Pennsylvania Avenue NW, Washington, D.C. 20220.

**Secured Party.** In this Security Agreement, the term "SECURED PARTY" means MICHAEL DAVID BEITER JR.

**Treasurer of the United States.** Anna Escobedo Cabral, trustee, and her successors, 1500 Pennsylvania Avenue NW, Washington, D.C. 20220.

The Treasurer reports to the Secretary of the Treasury through the Assistant Secretary (Management) /Chief Financial Officer. The Treasurer of the United States (established September 8, 1777) is the only position within the United States Department of the Treasury older than the Department itself.

**JOHN H DOE.** Others known and unknown debtors may join this agreement under the conditions set forth herein under all rights reserved.

As used in this Security Agreement, the following words and terms are as defined in this section, non-obstante: NON OBSTANTE - Engl. law. These words, which literally signify notwithstanding, are used to express the act of the English king by which he dispenses with the law, that is, authorizes its violation.

**Assumpsit.** (Law) (a) A promise or undertaking, founded on a consideration. This promise may be oral or in writing not under seal. It may be express or implied. (b) An action to recover damages for a breach or nonperformance of a contract or promise, express or implied, oral or in writing not under seal. Common or indebitatus assumpsit is brought for the most part on an implied promise. Special assumpsit is founded on an express promise or undertaking. -

**Agreement.** As distinguished from "contract", means the bargain of the parties in fact, as found in their language or inferred from other circumstances, including course of performance, course of dealing, or usage of trade as provided in Section 1-303.

All, in this Security Agreement the word "all" means everything one has: the whole number, totality, including both all and sundry; everyone without restriction.

**Affidavit** - A statement of facts which is sworn to (or affirmed) before an officer who has authority to administer an oath (e.g., a notary public). A statement which before being signed, the person signing takes an oath that the contents are, to the best of their knowledge, true. It is also signed by a notary or some other judicial officer that administers oaths, to the effect that the person signing the affidavit was under oath when doing so. These documents carry great weight in Courts to the extent that judges frequently accept an affidavit instead of the testimony of the witness and are used in place of live testimony in many circumstances (for example, when a motion is filed, a supporting affidavit may be filed with it).



This is an Amendment to UCC Financing Statement original lien filing 20030460270X dated August 1, 2003, and #2338498, FL Lien, Alachua County, Florida state, Notice of Perfected Claim: MICHAEL DAVID BEITER JR®

**Artificial Person.** In this Security Agreement the term "artificial person" means a juristic person, such as Debtor or Creditor, also known by any and all derivatives and variations in the spelling of said name or other names. Other parties in good standing such as Corporations, Partnerships, Limited Liability Companies may join by contracting as an artificial "Person" to this Security Agreement.

**Authorized Representative.** In this Security Agreement the term "Authorized Representative" means the Secured Party, MICHAEL DAVID BEITER JR., authorized by Debtor for signing Debtor's signature, without liability and without recourse.

**Autograph.** Is a document written entirely in the handwriting of its author, as opposed to a typeset document or one transcribed by an amanuensis or a copyist; the meaning overlaps with that of the word holograph

**Bail.** Security, usually a sum of money, exchanged for the release of an arrested person as a guarantee of that person's appearance for trial. Release from imprisonment provided by the payment of such money. A person who provides this security. To secure the release of by providing security. To release (a person) for whom security has been paid. Informal. To extricate from a difficult situation: always bailing you out of trouble. To transfer (property) to another for a special purpose but without permanent transference of ownership.

**Bank.** Means a person engaged in the business of banking and includes a savings bank, savings and loan association, credit union, and trust company.

**Bills of Exchange.** A non-interest-bearing written order used primarily in international trade that binds one party to pay a fixed sum of money to another party at a predetermined future date. Investopedia Says: Bills of exchange are similar to checks and promissory notes. They can be drawn by individuals or banks and are generally transferable by endorsements. The difference between a promissory note and a bill of exchange is that this product is transferable and can bind one party to pay a third party that was not involved in its creation. If these bills are issued by a bank, they can be referred to as bank drafts. If they are issued by individuals, they can be referred to as trade drafts.

**Bonding** It's a guarantee of correct performance of an obligation. That obligation may arise out of a contractual relationship, or it may exist because of a statute or ordinance governing the Principal's conduct. This agreement provides for the use of bond instruments.

**Bonded Promissory Notes.** Negotiable instrument not limited to use for the set-off feature of DEBT liabilities for commercial instruments.

**Charge-back.** The costs associated with transactions are to be "charged-back" to the DEBTOR's account #\*\*\* \*\* \*\*48 to pay or offset expenses and related fees for services rendered.

**Claim.** In this Security Agreement the word "claim" means: 1. Right of payment, both when such right is rendered into the form of a judgment, and for damages that are liquidated, un-liquidated, fixed, contingent, matured, un-matured, disputed, undisputed, legal, equitable, secured, and unsecured, as well as rulings regarding an equitable remedy for breach of performance if such breach results in a right of payment, both when an equitable remedy is rendered into the form of a judgment and for debts/obligations that are fixed, contingent, matured, un-matured, disputed, undisputed, secured, unsecured. 2. Demanding as one's own any challenge of property, and ownership of a thing, that is wrongfully withheld. (See Hill v. Henry, 66 N.J. Eq. 150, 57 Atl. 555. Also, a claim is to state. See Douglas v. Beasley, 40 Ala. 147; Prigg v. Pennsylvania, 16 pet. 615, 10 L.Ed. 1060.) also see UCC lien filing.

**Claim of Lien.** In general terms, a lien is a claim against specific property. Typically, the claim belongs to the person or the business that is owed a debt, usually a debt related to the property. It is sometimes called a "security interest". A lien may be consensual, meaning that a person owning property agreed to having a lien against it. A lien may be involuntary, meaning that the lien was created either by a governmental entity or by a person authorized to create a lien by law.

**Conduit.** In this Security Agreement the term "conduit" signifies a means of transmitting and distributing funds, energy, and the effects and products of labor, such as goods and services, via the name MICHAEL DAVID BEITER JR., MICHAEL D. BEITER JR., MICHAEL DAVID BEITER JR., MICHAEL DAVID BEITER JR., BETTER M D and all derivatives and variations in the spelling of said name also known by any and all derivatives and variations in the spelling of said name of Debtor.

**Consideration.** means any consideration sufficient to support a simple contract. The drawer or maker of an instrument has a defense if the instrument is issued without consideration.

If an instrument is issued for a promise of performance, the issuer has a defense to the extent performance of the promise is due and the promise has not been performed.

If an instrument is issued for value as stated in subsection (a), the instrument is also issued for consideration. Actions and circumstances where notice is provided to the Debtor(s) and the actions or inaction on the part of is deemed performance and is understood to mean you agree and accept the terms and conditions as noticed in the waiver of tort and contract for debt to accept responsibility for your actions.

**Consideration, Adequate.** The fair value of an asset as determined in good faith.

**Consideration.** The exchange of something of value. In order to be valid, the parties to a contract must exchange something of value. While the validity of consideration be subject to attack on the basis that it is illusory (e.g., one party receives only what the other party was already obligated to provide), or that there is a failure of consideration (e.g., the consideration received by one party is essentially worthless), these defenses will not let a party to a contract escape the consequences of bad negotiation



This is an Amendment to UCC Financing Statement original lien filing 20030460270X dated August 1, 2003, and #2338498, FL Lien, Alachua County, Florida state, Notice of Perfected Claim: MICHAEL DAVID BEITER JR

**Contracts** are promises that the law will enforce. The law provides remedies if a promise is breached or recognizes the performance of a promise as a duty. Contracts arise when a duty does or may come into existence, because of a promise made by one of the parties. To be legally binding as a contract, a promise must be exchanged for adequate consideration. Adequate consideration is a benefit or detriment which a party receives which reasonably and fairly induces them to make the promise/contract. For example, promises that are purely gifts are not considered enforceable because the personal satisfaction the grantor of the promise may receive from the act of giving is normally not considered adequate consideration. Certain promises that are not considered contracts may, in limited circumstances, be enforced if one party has relied to his detriment on the assurances of the other party.

**Contracts.** Are mainly governed by state statutory and common (judge-made) law and private law. Private law principally includes the terms of the agreement between the parties who are exchanging promises. This private law may override many of the rules otherwise established by state law. Statutory law may require some contracts be put in writing and executed with particular formalities. Otherwise, the parties may enter into a binding agreement without signing a formal written document. Most of the principles of the common law of contracts are outlined in the Restatement Second of The Law of Contracts published by the American Law Institute. The Uniform Commercial Code, whose original articles have been adopted in nearly every state, represents a body of statutory law that governs important categories of contracts. The main articles that deal with the law of contracts are Article 1 (General Provisions) and Article 2 (Sales). Sections of Article 9 (Secured Transactions) govern contracts assigning the rights to payment in security interest agreements. Contracts related to particular activities or business sectors may be highly regulated by state and/or federal law. In 1988, the United States joined the United Nations Convention on Contracts for the International Sale of Goods which now governs contracts within its scope. **Contract.** As distinguished from "agreement", means the total legal obligation that results from the parties' agreement as determined by [the Uniform Commercial Code] as supplemented by any other applicable laws.

**Debtor.** In this Security Agreement, the Term DEBTOR means "MICHAEL DAVID BEITER JR.," and MICHAEL D. BEITER JR., BEITER M D and all derivatives and variations in the spelling of said name. Debtors may be added to this agreement not limited to appointment and assignment under waiver of tort and contract for debt.

**Elements of a Contract.** Typically, in order to be enforceable, a contract must involve the following elements:

**Good Faith.** It is implicit within all contracts that the parties are acting in good faith. For example, if the seller of a "mustang" knows that the buyer thinks he is purchasing a car, but secretly intends to sell the buyer a horse, the seller is not acting in good faith and the contract will not be enforceable.

**Meeting of the Minds.** (Mutual Consent) The parties to the contract have a mutual understanding of what the contract covers.

**Offer and Acceptance.** The contract involves an offer (or more than one offer) to another party, who accepts the offer. Performance is acceptance. The offer to contract or debt and other services when accepted is a necessary element and part of creating this binding contract for debt.

**Performance or Delivery.** In order to be enforceable, the action contemplated by the contract must be completed. In a typical "breach of contract" action, the party alleging the breach will recite that it performed all of its duties under the contract, whereas the other party failed to perform its duties or obligations. Additionally, the following elements may factor into the enforceability of any contract:

**Parties agree.** Parties that ratify, accept, perform, remain silent, accept, or otherwise execute this agreement with or without notice, stipulate obligated under the terms and conditions of this Security Agreement.

**No Violation of Public Policy.** In order to be enforceable, a contract cannot violate "public policy". This Security Agreement does not violate Public Policy and is in harmony with the accrual financial system of accounting. HJR 192, June 5, 1933.

**Oral Contracts.** There is an old joke that "an oral contract isn't worth the paper it's written on". That's a reference to the fact that it can be very difficult to prove that an oral contract exists. Absent proof of the terms of the contract, a party may be unable to enforce the contract or may be forced to settle for less than the original bargain. Thus, even when there is not an opportunity to draft a formal contract, it is good practice to always make some sort of writing, signed by both parties, to memorialize the key terms of an agreement. At the same time, under most circumstances, if the terms of an oral contract can be proved or are admitted by the other party, an oral contract is every bit as enforceable as one that is in writing. There are, however, "statute of fraud" laws which hold that some contracts cannot be enforced unless reduced to writing and signed by both parties.

**Implied Contract.** An agreement presumably intended among those involved, but not explicitly in writing. A supervisor's promise, a statement in an employee handbook, and an employer's historical action (e.g., always issuing severance pay) are each examples of what might constitute an implied contract. Implied contracts might even override signed contracts. However, whether or not a binding, implied contract existed and was breached is typically up to the interpretation of the courts or arbitrators. Also Known As: **Implied-in-Fact Contract.**

**Quasi-contract.** Also an **Implied-in-law contract**, is a legal substitute for a contract. A quasi-contract is a contract that should have been formed, even though in actuality it was not. It is used when a court wishes to create an obligation upon a non-contracting party to avoid injustice.

**Default.** In this Security Agreement the term "default" means Debtor's non-performance of a duty arising under this Security Agreement and contract for debt services, specifically any event described below under "Event of Default."

**Derivative.** In this Security Agreement the word "derivative" means coming from another; taken from something preceding, secondary; that which has not the origin in itself, but obtains existence from something foregoing and of a more primal and fundamental nature; anything derived from another.

**Exigent circumstances.** Generally, an emergency, a pressing necessity, or a set of circumstances requiring immediate attention or swift action.



This is an Amendment to UCC Financing Statement original lien filing 20030460270X dated August 1, 2003, and #2338498, FL Lien, Alachua County, Florida state, Notice of Perfected Claim: MICHAEL DAVID BEITER JR.

**Ens legis.** In this Security Agreement the term "ens legis" means a creature of the law, an artificial being, as contrasted with a natural person, such as a corporation, considered as deriving its existence entirely from the law.

**Fault.** Means fault, breach, or wrongful act or omission.

**Federal Reserve System.** Private banking establishment operated for profit as private United States Creditor, operates the "money trust" (see Pujo Committee Report (1912)), TITLE 31-MONEY AND FINANCE: TREASURY, CHAPTER II-FISCAL SERVICE, DEPARTMENT OF THE TREASURY PART 210-FEDERAL GOVERNMENT PARTICIPATION IN THE AUTOMATED CLEARING HOUSE- Sec. 210.3 Governing law. (a) Federal law. The rights and obligations of the United States and the Federal Reserve Banks with respect to all Government entries, and the rights of any person or recipient against the United States and the Federal Reserve Banks in connection with any Government entry, are governed by this part, which has the force and effect of Federal law, Title 12 U.S.C. Banking. Examining the organization and function of the Federal Reserve Banks, and applying the relevant factors, we conclude that the Reserve Banks are not federal instrumentalities for purposes of the FTCA, but are independent, privately owned and locally controlled corporations, *Lewis vs. United States of America*.

**Hold-harmless and Indemnity Agreement.** In this Security Agreement the term "Hold-harmless and Indemnity Agreement" means the written, express, Hold-harmless and Indemnity Agreement, between Secured Party and Debtor, together with all modifications of and substitutions for said Hold-harmless and Indemnity Agreement, attached hereto and incorporated herein by reference.

**Indemnity Bond.** Coverage for loss of an obligee in the event that the principal fails to perform according to standards agreed upon between the obligee and the principal.

**Infringement:**

1. A violation, as of a law, regulation, or agreement; a breach.
2. An encroachment, as of a right or privilege.

**Irrevocable grant of credit.** Hybrid negotiable instrument based upon Full Faith and Credit provisions by the People of the United States of America. An irrevocable grant of credit to meet the liquidity demands of the underwriting of the United States.

**Juristic Person.** In this Security Agreement the term "juristic person" means an abstract, legal entity *ens legis*, such as a corporation, created by construct of law and considered as possessing certain legal rights and duties of a human being; an imaginary entity, such as Debtor, i.e. "MICHAEL DAVID BEITER JR.," and MICHAEL D. BEITER JR., BEITER M D and all derivatives and variations in the spelling of said name, which, on the basis of legal reasoning, is legally treated as a human being for the purpose of conducting commercial activity for the benefit of MICHAEL DAVID BEITER JR. as Secured Party. From the earliest times the law has enforced rights and exacted liabilities by utilizing a corporate concept - by recognizing, that is, juristic persons other than human beings. The theories by which this mode of legal operation has developed, has been justified, qualified, and defined are the subject matter of a very sizable library. The historic roots of a particular society, economic pressures, philosophic notions, all have had their share in the law's response to the ways of men in carrying on their affairs through what is now the familiar device of the corporation. --- Attribution of legal rights and duties to a juristic person other than man is necessarily a metaphorical process. And none the worse for it. No doubt, "Metaphors in law are to be narrowly watched." *Cardozo, J., in Bertey v. Third Avenue R. Co., 244 N.Y. 84, 94.* "But all instruments of thought should be narrowly watched lest they be abused and fail in their service to reason." See *U.S. v. SCOPHONY CORP. OF AMERICA, 333 U.S. 795; 68 S. Ct. 855; 1948 U.S.*

**Land.** In this Security Agreement the word "land" means any and all ground, soil, and earth whatsoever, including pastures, fields, meadows, woods, moors, waters, marshes, rock, and sand.

**Legal Entities.** In this Security Agreement the term "legal entity" means an entity other than a natural person, with sufficient existence in legal contemplation that said entity can function legally, sue and be sued, and make decisions through agents.

**Liability.** In this Security Agreement the word "liability" means every kind of legal obligation, responsibility, and duty. Also the state of being bound and obligated in law for doing, paying a debt, fulfilling an obligation, rendering committed specific performance and the like. [See *Mayfield v. First Nat'l Bank of Chattanooga, Tenn. C.C.A. Tenn., 137 F.2d 1013, 1019; Feil v. City of Coeur d'Alene, 23 Idaho 32, 129 P. 643, 43 L.R.A. N.S. 1095; Breslaw v. Rightmire, 196 N.Y.S. 539, 541, 119 Misc. 833.*]

**Lien Right.** This Security Agreement provides the right to file a Lien upon the property of the Debtors at the Federal, State levels, County Recorders Office and credit bureau which may alter the credit score of the contracting party.

**Liquidated or Agreed Damages.** A provision for payment of a stipulated sum as liquidated damages will ordinarily be sustained if it appears that at the time the contract was made the damages, in the event of breach, will be incapable or very difficult of accurate estimation, that there was a reasonable endeavor by the parties to fix fair compensation, and that the amount stipulated bears a reasonable relationship to damages that will probably result and is not disproportionate to any damages reasonably to be anticipated. (Rest.2d § 356) Stated another way, liquidated damage clauses are enforceable if 1) the amount fixed is a reasonable forecast of just compensation for any harm that would be caused by breach and 2) the harm that is caused by the breach must be uncertain or difficult to quantify. The view that liquidated damages clauses are enforceable so long as they do not constitute a penalty is sanctioned by UCC 2-718 and Illinois 810 ILCS 5/2-718.

**NOTICE:**

Unauthorized use of the trade name "MICHAEL DAVID BEITER JR.," and MICHAEL D. BEITER JR., BEITER M D and all derivatives and variations in the spelling of said name is prohibited without adhering to the terms of this agreement including the Trading with the Enemy Act title 50 U.S.C. Appendix. Michael David Beiter Jr. in this Private Agreement the term "Michael David Beiter Jr." refers to the free-born man, the First Trustee for MICHAEL DAVID BEITER JR., Secured Party



This is an Amendment to UCC Financing Statement original lien filing 20030460278X dated August 1, 2003, and #2338498, FL Lien, Alachua County, Florida state, Notice of Perfected Claim: MICHAEL DAVID BEITER JR.

**Non obstante.** As used in this Security Agreement the term "non obstante" means: Words anciently used in public and private instruments, intended to preclude, in advance, any interpretation contrary to certain declared objects, purposes.

**Notary Public.** A person legally empowered to witness and certify the validity of documents and to take affidavits and depositions. The laws of the Notary Public is made part of this Security Agreement and is operational for instrument and related duties of the parties that enter into and join this Security Agreement. Notary public may also administer oaths in depositions or other situations. Even though this type of oath may not take place in court, the witness can still be held accountable and be punished for perjury. In some states a notary can also hold an affiant in contempt if he or she is a reluctant witness. In the U.S. Supreme Court case of *Bevan v. Krieger*, 289 U.S. 459, 53 S. Ct. 661, 77 L. Ed. 1316 (1933), a notary public held a witness in contempt because he refused to comply with the requirements of the subpoena he was served. The court ruled that the notary was acting within his powers when he held the witness in contempt.

**Notary Protest 3505.** (a) The following are admissible as evidence and create a presumption of dishonor and of any notice of dishonor stated:

- (1) A document regular in form as provided in subdivision (b) which purports to be a protest.
- (2) A purported stamp or writing of the drawee, payor bank, or presenting bank on or accompanying the instrument stating that acceptance or payment has been refused unless reasons for the refusal are stated and the reasons are not consistent with dishonor.
- (3) A book or record of the drawee, payor bank, or collecting bank, kept in the usual course of business which shows dishonor, even if there is no evidence of who made the entry. (b) A protest is a certificate of dishonor made by a United States consul or vice consul, or a notary public or other person authorized to administer oaths by the law of the place where dishonor occurs. It may be made upon information satisfactory to that person. The protest shall identify the instrument and certify either that presentment has been made or, if not made, the reason why it was not made, and that the instrument has been dishonored by nonacceptance or nonpayment. The protest may also certify that notice of dishonor has been given to some or all parties.

**Notification.** This is lawful notification and is sent pursuant to the Federal Constitution, specifically, the Bill of Rights, in particular, the First, Fourth, Fifth, Sixth, Seventh, Ninth, and Tenth Amendment, Title 50 U.S.C. Appendix, 46 U.S.C. Appendix, and other Acts and laws not limited to remedies afforded thereunder.

**Person entitled to enforce.** An instrument means (i) the holder of the instrument, (ii) a nonholder in possession of the instrument who has the rights of a holder, or (iii) a person not in possession of the instrument who is entitled to enforce the instrument pursuant to Section 3-309 or 3-418(d). A person may be a person entitled to enforce the instrument even though the person is not the owner of the instrument or is in wrongful possession of the instrument.

**Presentment.** Contracts. The production of a bill of exchange or promissory note to the party on whom the former is drawn, for his acceptance, or to the person bound to pay either, for payment. The holder of a bill is bound, in order to hold the parties to it responsible to him, to present it in due time for acceptance, and to give notice, if it is dishonored, to all the parties he intends to hold liable. And when a bill or note becomes payable, it must be presented for payment. The principal circumstances concerning presentment, are the person to whom, the place where, and the time when, it is to be made. In general the presentment for payment should be made to the maker of a note, or the drawee of a bill for acceptance, or to the acceptor, for payment; but a presentment made at a particular place, when payable there, is in general sufficient. A personal demand on the drawee or acceptor is not necessary; a demand at his usual place of residence of his wife or other agent is sufficient. In treating of the time for presentment, it must be considered with reference, 1st. To a presentment for acceptance. 2d. To one for payment. 1st. When the bill is payable at sight, or after sight, the presentment must be made in reasonable time; and what this reasonable time is depends upon the circumstances of each case. The presentment of a note or bill for payment ought to be made on the day it becomes due, and notice of non-payment given, otherwise the holder will lose the security of the drawer and endorsers of a bill and the endorsers of a promissory note, and in case the note or bill be payable at a particular place and the money lodged there for its payment, the holder would have no recourse against the maker or acceptor, if he did not present them on the day, and the money should be lost.

**Principal.** The party primarily responsible for the fulfillment of the obligation described in the bond.

**Private Agreement.** "Private agreement" means the written express Private Agreement Secured Party and Debtor, together with all modifications of and substitutions to the agreement.

**Public Agreement.** Parties that join this security agreement under contract for debt who join with the instrument is bound by contract for services involving a public purpose are required to comply with the terms and conditions of this agreement and costs associated with the performance of the instrument.

**Remedy.** Means any remedial right to which an aggrieved party is entitled with or without resort to a tribunal. Remedies include but are not limited to commercial law, bonds, notes, credit, offset, accord and satisfaction, claim in recoupment, restitution, possession of property, liquidating debt.

**Rents, wages, salaries, and other income, from whatever source derived.** In this Security Agreement the term "rents, wages, salaries and other income, from whatever source derived" means all rents, wages, salaries, and other income, from whatever source derived, being owed, and becoming owed for the benefit of "MICHAEL DAVID BEITER JR.," and MICHAEL D. BEITER JR., BEITER M D and all derivatives and variations in the spelling of said name.

**Security Agreement.** In this Security Agreement the term "Security Agreement" means this Security Agreement No. MDB-051607-SA, as this Security Agreement may be amended and modified by agreement of the parties, together with all attachments, contracts, exhibits, documents, endorsements, notes, bonds, insurance reinsurance underwriting, schedules, registered mail numbers, treaties and other agreements.

**Set-Off.** A claim made by someone who allegedly owes money, that the amount should be reduced because the other person owes him money. This is often raised in a counterclaim filed by a defendant in a lawsuit. Banks may try to exercise a setoff by taking money out of a deposit account to satisfy past due payments on a loan or credit card bill. Such an act is illegal under most circumstances, can also be incorporated by contractual agreement so that, where a party defaults, the mutual amounts owing are automatically set off and extinguished.

**Set-Off Bond.** Negotiable instrument used to facilitate a

entry or judgment.



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**Set-off (law).**

In law, a set-off is a statutory defense to the whole or to a portion of a plaintiff's claim. It had no existence under the English common law, being created by 2 Geo. III. c. 22 for the relief of insolvent debtors, although set-off was recognized in equity. Such a defense could be pleaded only in respect of mutual debts of a definite character, and did not apply to cases in which damages were claimed, nor to equitable claims or demands. By the rules of the Supreme Court (O. XIX. r. 3) a defendant in an action may set off or set up any right or claim by way of counterclaim against the claims of a plaintiff, and such set-off or counterclaim has the same effect as a statement of claim in a cross-action.

**Supersedes Bond.**

A bond that a court requires from an appellant who wants to delay payment of a judgment until the appeal is over. An appellant's bond to stay execution on a judgment during the pendency of the appeal. Fed. R. Civ. P. 62(d); Fed. R. App. P. 8(b). - Often shortened to supersedeas. This is a feature of common law, and in particular the American legal system. In most European countries an appeal leads to an automatic stay of execution, unless the judge expressly ordered immediate execution.

**Surety.** This agreement provides for private suretyship under the rules associated with TITLE 31-MONEY AND FINANCE: TREASURY, CHAPTER II-FISCAL SERVICE, DEPARTMENT OF THE TREASURY PART 223-SURETY COMPANIES DOING BUSINESS WITH THE UNITED STATES-Table of Contents Sec. 223.11 Limitation of risk: Protective methods.

The Surety, is the party which guarantees performance by the Principal to the Obligor; or failing in performance, the Surety will make good to the Obligor the loss sustained due to lack of performance by the Principal. This agreement offers private surety services

**Surety Bond.** Contract by which one party agrees to make good the default or debt of another. Actually, three parties are involved: the principal, who has primary responsibility to perform the obligation (after which the bond becomes void); the surety, the individual with the secondary responsibility of performing the obligation if the principal fails to perform. (After the surety performs, recourse is against the principal for reimbursement of expenses incurred by the surety in the performance of the obligation, known as surety's right of exoneration); and the obligee, to whom the right of performance (obligation) is owed. Negotiable instrument used to underwrite alleged obligations for release of DEBTOR (vessel) or other collateral. A surety bond is a written instrument in which two parties, the Principal and the Surety, become obligated to a third party, the Obligor, for the completion of an obligation or for the payment of a sum of money if the obligation is not fulfilled.

**Trade Names.** In this Private Agreement the term "MICHAEL DAVID BEITER JR." means MICHAEL D. BEITER JR., BEITER M D and all derivatives and variations in the spelling of said name, a "transmitting utility" a business trade-mark name operated by the terms and conditions as set forth in this security agreement and contract for debt. Any use of this trade-mark name, other derivatives and variations in the spelling of said name to be used in commerce without the Express written permission of Michael David Beiter Jr., while subject to the terms and conditions contained in this Security Agreement is prohibited.

**UNCITRAL Convention.** International Bills of Exchange, International Promissory Notes, 1988, \* United Nations (UN). Drafts and documentary credits are made part hereof and by reference incorporated as if stated at length.

**"Money"** means a medium of exchange authorized or adopted by a domestic or foreign government and includes a monetary unit of account established by an intergovernmental organization or by agreement between two or more nations. The term "money" is not limited in its form of Functional Currency 26 C.F.R. 1.985 or the digital equivalent that is accepted as money as credit or debit card payments. Cash, check, bank check, Postal Money Orders are denominated in U.S. Dollars.

**Uniform Customs and Practice for Documentary Credits.**

**UCP 500.** Courts will apply the UCP as the law of the LC, since it has been chosen by the parties, and since it is a codification of international customs and practices. It must be noted, however, that if litigation is brought in a country where there is a conflict between the UCP and national law, some foreign courts may apply that country's national law. United States courts will apply the UCP.

**Uniform Customs and Practice for Documentary Credits** came out in 1933 and the latest version, UCP 500, came into effect in January 1994. These rules are used by banks throughout the world. A supplement to UCP 500, called the eUCP, was added in 2002 to deal with the presentation of all electronic or part electronic documents. In 1936, the first nine Incoterms were published, providing standard definitions of universally employed terms like Ex quay, CIF and FOB, and whenever necessary they are revised. Incoterms 2000 came into force on 1 January 2000 is incorporated as if stated at length. UCP600 are rules that apply to documentary credits and other documents.

**CUSIP SERVICE BUREAU:** Data Collection Department, Standard & Poor's, 55 Water Street, 45th Floor, New York, N.Y. 10041.

**UNCITRAL Convention on International Bills of Exchange and International Promissory Notes, 1988.**

**Undertakings.** A promise given to the court. If a person is accused of various acts that could harm the public, such as harassment etc., then they can promise the court not to behave in this way in the future. The person who gives the undertaking does not have to admit that they have done any of the acts they are accused of. The undertaking is therefore given without admitting anything. Once an undertaking has been given it has the same effect as a court order that must be adhered to.

**Securities and Exchange Commission:** Division of Enforcement, 450 Fifth Street NW, Washington, DC 20549.

**Signature. UCC §3-401. SIGNATURE.**(a) A person is not liable on an instrument unless (i) the person signed the instrument or (ii) the person is represented by an agent or representative who signed the instrument and the signature is binding on the represented person under Section 3-402. (b) A signature may be made (i) manually or by means of a device or machine, and (ii) by the use of any name, including a trade or assumed name, or by a word, mark, or symbol executed or adopted by a person with present intention to authenticate a writing.

**Signed.** See U.C.C. § 1-201 (37) "Signed" includes using any symbol executed or adopted with present intention to authenticate or accept a writing.

Security

Document No. 2338498

Adopt or accept a writing



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Subrogation is the legal technique under the common law by which one party, commonly an insurer (I-X) of another party (X), steps into X's shoes, so as to have the benefit of X's rights and remedies against a third party such as a defendant (D). Subrogation is similar in effect to assignment, but unlike assignment subrogation can occur with any agreement between I-X and X to transfer X's rights. Subrogation most commonly arises in relation to policies of insurance, but the legal technique is of more general application. Using the designations above, I-X (the party seeking to enforce the rights of another) is called the subrogee. X (the party whose rights the subrogee is enforcing) is called the subrogor.

**Surety:** An individual surety may request the Government to accept a substitute asset for that currently pledged by submitting a written request to the responsible contracting officer. The contracting officer may agree to the substitution of assets upon determining, after consultation with legal counsel, that the substitute assets to be pledged are adequate to protect the outstanding bond or guarantee obligations. If acceptable, the substitute assets shall be pledged as provided for in Subpart 28.2.

**Trade-name.** In this Security Agreement the term "trade-name" means the following juristic person: MICHAEL DAVID BEITER JR., as well as any and all derivatives and variations in the spelling of said name, including MICHAEL D. BEITER JR., MICHAEL DAVID BEITER JR., BEITER M. D.

**Trading With the Enemy Act, see Title 50 U.S.C. Appendix 1-44.**

The provisions of T.W.T.E.A. Title 50 U.S.C. Appendix contain rules, regulations, authorities and remedies for instruments utilized by rights retained 9<sup>th</sup> and 10<sup>th</sup> Amendment Bill of Rights.

**Transmitting Utility.** Devices not limited to electronic media allowing transmission of financial data, "funds" or like cash functional currency to obtain products, services, goods and through electronic or paper media not limited to checks, computer accounts and the like.

**Treaty.** Relevant treaties that apply to this agreement are included as if stated at length.

**UCC §1-305. Remedies to be Liberally Administered.**

(a) The remedies provided by [the Uniform Commercial Code] must be liberally administered to the end that the aggrieved party may be put in as good a position as if the other party had fully performed but neither consequential or special damages nor penal damages may be had except as specifically provided in [the Uniform Commercial Code] or by other rule of law. (b) Any right or obligation declared by [the Uniform Commercial Code] is enforceable by action unless the provision declaring it specifies a different and limited effect.

CC §1-308. Performance or Acceptance Under Reservation of Rights. (a) A party that with explicit reservation of rights performs or promises performance or assents to performance in a manner demanded or offered by the other party does not thereby prejudice the rights reserved. Such words as "without prejudice," "under protest," or the like are sufficient. (b) Subsection (a) does not apply to an accord and satisfaction.

**UCC §3-116. Joint and Several Liability; Contribution.**

(a) Except as otherwise provided in the instrument, two or more persons who have the same liability on an instrument as makers, drawers, acceptors, endorsers who indorse as joint payees, or anomalous endorsers are jointly and severally liable in the capacity in which they sign.

b) Except as provided in Section 3-419(e) or by agreement of the affected parties, a party having joint and several liability who pays the instrument is entitled to receive from any party having the same joint and several liability contribution in accordance with applicable law.

### UCC §3-117. Other Agreements Affecting Instrument.

Subject to applicable law regarding exclusion of proof of contemporaneous or previous agreements, the obligation of a party to an instrument to pay the instrument may be modified, supplemented, or nullified by a separate agreement of the obligor and a person entitled to enforce the instrument, if the instrument is issued or the obligation is incurred in reliance on the agreement or as part of the same transaction giving rise to the agreement. To the extent an obligation is modified, supplemented, or nullified by an agreement under this section, the agreement is a defense to the obligation.

UCC §3-104. Negotiable Instruments.

1) Except as provided in subsections (c) and (d), "negotiable instrument" means an unconditional promise or order to pay a fixed amount of money, with or without interest, payable on demand or at a definite time; and (2) does not state any other undertaking or instruction by the person promising or ordering payment to do any act in addition to the payment of money, but the promise or order may contain (i) an undertaking or power to give, maintain, or protect collateral to secure payment, (ii) an authorization or power to the holder to confess judgment or realize on or dispose of collateral, or (iii) a waiver of the benefit of any law intended for the advantage or protection of an obligor.

b) "Instrument" means a negotiable instrument.

instrument and a check.

3) A promise or order other than a check is not an instrument if, at the time it is issued or first comes into possession of a holder, it contains a conspicuous statement, however expressed, to the effect that the promise or order is not negotiable or is not an instrument governed by this Article.

An instrument is a "note" if it is a promise and is a "draft" if it is an order. If an instrument falls within the definition of both "note" and "draft," a person entitled to enforce the instrument may treat it as either.

Florida Statutes at Title 39 Chapter 673

An offer in writing to pay a particular sum of money, or to deliver a written instrument or specific personal property, is, if not accepted, equivalent to the actual deduction and tender of the money, instrument, or property.

Whoever pays money, or delivers an instrument or property, is entitled to a receipt therefor from the person to whom the payment or delivery is made, and may hand a proper signature to such receipt as a condition of the payment or delivery.

**Security Agreement No.** MNN-00000000



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(c) The person to whom a tender is made must, at the time, specify any objection he may have to the money, instrument, or property, or he must be deemed to have waived it; and if the objection be to the amount of money, the terms of the instrument, or the amount or kind of property, he must specify the amount, terms, or kind which he requires, or be precluded from objecting afterwards.

UCC §3-301. "Person entitled to enforce" an instrument means (i) the holder of the instrument, (ii) a nonholder in possession of the instrument who has the rights of a holder, or (iii) a person not in possession of the instrument who is entitled to enforce the instrument pursuant to Section 3-309 or 3-418(d). A person may be a person entitled to enforce the instrument even though the person is not the owner of the instrument or is in wrongful possession of the instrument.

**22 U.S.C. §286g. Jurisdiction and venue of actions**

For the purpose of any action which may be brought within the United States or its Territories or possessions by or against the Fund or the Bank in accordance with the Articles of Agreement of the Fund or the Articles of Agreement of the Bank, the Fund or the Bank, as the case may be, shall be deemed to be an inhabitant of the Federal judicial district in which its principal office in the United States is located, and any such action at law or in equity to which either the Fund or the Bank shall be a party shall be deemed to arise under the laws of the United States, and the district courts of the United States shall have original jurisdiction of any such action. When either the Fund or the Bank is a defendant in any such action, it may, at any time before the trial thereof, remove such action from a State court into the district court of the United States for the proper district by following the procedure for removal of causes otherwise provided by law.

**46 U.S.C. App. §746. Extension of admiralty and maritime jurisdiction; libel in rem or in personam; exclusive remedy; waiting period.**

The admiralty and maritime jurisdiction of the United States shall extend to and include all cases of damage or injury, to person or property, caused by a vessel on navigable water, notwithstanding that such damage or injury be done or consummated on land. In any such case suit may be brought in rem or in personam according to the principles of law and the rules of practice obtaining in cases where the injury or damage has been done and consummated on navigable water: Provided, That as to any suit against the United States for damage or injury done or consummated on land by a vessel on navigable waters, the Public Vessels Act [46 App. U.S.C. 781 et seq.] or Suits in Admiralty Act [46 App. U.S.C. 741 et seq.], as appropriate, shall constitute the exclusive remedy for all causes of action arising after June 19, 1948, and for all causes of action where suit has not been hitherto filed under the Federal Tort Claims Act: Provided further, That no suit shall be filed against the United States until there shall have expired a period of six months after the claim has been presented in writing to the Federal agency owning or operating the vessel causing the injury or damage.

(June 19, 1948, ch. 526, 62 Stat. 496.)

**46 U.S.C. App. §747. Seizures in foreign jurisdictions or if any suit is brought therein against the master of any such vessel for any cause of action arising from, or in connection with, the possession, operation, or ownership of any such vessel, or the possession, carriage, or ownership of any such cargo, the Secretary of State of the United States in his discretion, upon the request of the Attorney General of the United States, or any other officer duly authorized by him, may direct the United States Consul residing at or nearest the place at which such action may have been commenced to claim such vessel or cargo as immune from such arrest, attachment, or other seizure, and to execute an agreement, undertaking, bond, or stipulation for and on behalf of the United States, or the Maritime Administration, or such corporation as by said court required, for the release of such vessel or cargo, and for the prosecution of any appeal; or may, in the event of such suits against the master of any such vessel, direct said United States consul to enter the appearance of the United States, or of the Maritime Administration, or of such corporation, and to pledge the credit thereof to the payment of any judgment and cost that may be entered in such suit. The Attorney General is vested with power and authority to arrange with any bank, surety company, person, firm, or corporation in the United States, its Territories and possessions, or in any foreign country, to execute any such aforesaid bond or stipulation as surety or stipulator thereon, and to pledge the credit of the United States to the indemnification of such surety or stipulator as may be required to secure the execution of such bond or stipulation. The presentation of a copy of the judgment roll in any such suit, certified by the clerk of the court and authenticated by the certificate and seal of the United States consul claiming such vessel or cargo, or his successor, and by the certificate of the Secretary of State as to the official capacity of such consul, shall be sufficient evidence to the proper accounting officers of the United States, or of the Maritime Administration, or of such corporation, for the allowance and payment of such judgments: Provided, however, That nothing in this section shall be held to prejudice or preclude a claim of the immunity of such vessel or cargo from foreign jurisdiction in a proper case. (Mar. 9, 1920, ch. 95, § 7, 41 Stat. 527; Pub. L. 97-31, § 12(25)(B), Aug. 6, 1981, 95 Stat. 155.)**

**46 U.S.C. App. §748. Payment of judgment, award, or settlement.** Any final judgment rendered in any suit herein authorized, and any final judgment within the purview of sections 744 and 747 of this Appendix, and any arbitration award or settlement had and agreed to under the provisions of section 749 of this Appendix, shall, upon the presentation of a duly authenticated copy thereof, be paid by the proper accounting officers of the United States out of any appropriation or insurance fund or other fund especially available therefor, otherwise there is hereby appropriated, out of any money in the Treasury of the United States not otherwise appropriated, a sum sufficient to pay any such judgment or award or settlement. (Mar. 9, 1920, ch. 95, § 8, 41 Stat. 527.)

**Appropriation.** Section 3 of act June 26, 1934, ch. 756, 48 Stat. 1226, which was classified to section 725b of former Title 31, Money and Finance, provided in part that effective July 1, 1935, the permanent or continuing appropriation accounts "Judgments in admiralty suits under Act of March 9, 1920 [46 App. U.S.C. 748], War Department (8x143)" and "Judgments in admiralty suits under Act of March 9, 1920 [46 App. U.S.C. 748], United States Shipping Board (0x556)" are abolished, and any unobligated balances in such accounts are covered into the Treasury; and that any claims accruing on and after July 1, 1935, which, but for this section would have been charged to these appropriation titles, shall, upon proper audit, be certified to Congress for appropriation from the general fund of the Treasury, which is authorized

**46 U.S.C. App. §749. Arbitration, compromise, or settlement of claims.** The Secretary of any department of the Government of the United States, or the board of trustees of such corporation, are, and each is, authorized to arbitrate, compromise, or settle any claim in which suit will lie under the provisions of sections 742, 744, and 747 of this Appendix.

(Mar. 9, 1920, ch. 95, § 9, 41 Stat. 527; Pub. L. 92-417, § 3, Aug. 29, 1972, 86 Stat. 656; Pub. L. 97-31, § 12(25)(C), Aug. 6, 1981, 95 Stat. 155.)

**UCC §1-310. Subordinated Obligations.** An obligation may be issued as subordinated to performance of another obligation of the person obligated, or a creditor may subordinate its right to performance of an obligation by agreement with either the person obligated or another creditor of the person obligated. Subordination does not create a security interest as against either the common debtor or a subordinated creditor.



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**Vessel Identification System 46 U.S.C. CHAPTER 125—**  
**46 U.S.C. §12502. Identification numbers, signal letters, and markings**

- (a) For the identification of a vessel of the United States, the Secretary of Transportation—
  - (1) shall maintain a unique numbering system and assign a number to each vessel of the United States;
  - (2) may maintain a system of signal letters for a documented vessel;
  - (3) shall record a name selected by the owner of a documented vessel approved by the Secretary as the vessel's name of record; and
  - (4) may establish other identification markings.
- (b) The manufacturer or owner of a vessel shall affix to the vessel and maintain in the manner prescribed by the Secretary the number assigned and any other markings the Secretary may require.
- (c) Once a number is assigned under this section, it may not be used by another vessel.
- (d) Once a documented vessel's name is established, the name may not be changed without the approval of the Secretary.
- (e) A person may not tamper with or falsify a number or other marking required under this section.

**46 U.S.C. §12503. Information available to the system**

- (a) Except as provided in subsections (b) and (c) of this section, a State or a State's delegatee approved by the Secretary of Transportation may make information available to the Secretary if, in a manner and form prescribed by the Secretary, the State—
  - (1) identifies the vessel;
  - (2) identifies the owner of the vessel, including by—
    - (A) the owner's social security number or, if that number is not available, other means of identification acceptable to the Secretary; or
    - (B) for an owner other than an individual—
      - (i) the owner's taxpayer identification number; or
      - (ii) if the owner does not have a taxpayer identification number, the social security number of an individual who is a corporate officer, general partner, or individual trustee of the owner and who signed the application for documentation or numbering for the vessel;
  - (3) identifies the State in which it is titled or numbered;
  - (4) indicates whether the vessel is numbered or titled, or both;
  - (5) if titled in a State, indicates where evidence of a lien or other security interest may be found against the vessel in that State;
  - (6) includes information to assist law enforcement; and
  - (7) includes other information agreed to by the Secretary and the State.
- (b) Except as provided in subsection (c) of this section, the Secretary also may accept information under conditions and in a manner and form prescribed by the Secretary.
- (c) The Secretary shall—
  - (1) retain information on a vessel with a preferred mortgage under section 31322 (d) of this title that is no longer titled in a State making information available to the Secretary under this chapter until the mortgage is discharged or the vessel is sold; and
  - (2) accept information under section 31321 (h) of this title only if that information cannot be provided to a State.

**Coastwise Trade.** This agreement under Admiralty rules and procedures provides for coastwise purchase of trade goods and merchandise as cargo for storage and shipping.

**E.12. (83-E.12.) Intervenor's Claims.** (a) **Presentation of Claim.** When a vessel or other property has been arrested, attached, or garnished, and is in the hands of the Marshal or custodian substituted therefore, anyone having a claim against the vessel or property is required to present the claim by filing an intervening complaint, and not by filing an original complaint, unless otherwise ordered by a judicial officer. The Clerk shall forthwith file the complaint in intervention and the intervenor's warrant of arrest or process of attachment or garnishment to the Marshal, who shall deliver the vessel or property to the Marshal or custodian of the property. Intervenor shall thereafter be subject to the rights and obligations of parties, and the vessel or property shall stand arrested or garnished by the intervenor. An intervenor shall not be required to advance a security deposit to the Marshal. See Third Party Intervenor, F.R.C.P. Rule 14. Thru-Party Practice.

**Release of Vessel. LAR64.2 Release of Vessel or Property Under Admiralty Rule E(5)(c)** The marshal is further authorized to release a vessel or property if the party at whose instance the vessel or property is detained or his/her attorney, expressly authorizes the marshal in writing to release the vessel or property, and agrees in writing to hold the marshal and his deputies forever harmless of and from any and all liability as a result of the release of the vessel or other property pursuant to such authorization. At the same time the party or his or her attorney must certify that all costs and charges of the court and its officers have either been paid or that none are due.

**RULE C (RC-C) – Actions in rem: Special Provisional C.1. (RC-C.1.) Undertakings in lieu of arrest.** If, before or after commencement of suit, a plaintiff accepts any written undertaking to respond on behalf of the vessel or other property sued in return for his foregoing the arrest or stipulating to the release of such vessel or other property, the undertaking shall become a defendant in place of the vessel or other property sued and be deemed referred to under the name of the vessel or other property in any pleading, order or judgment in the action referred to in the undertaking. The preceding shall apply to any such undertaking, subject to its own terms and whether or not it complies with Rule 65-2 et seq. of Chapter I of these Rules, and has been approved by a judge or Clerk.

**UCC § 1-204. Value.** Except as otherwise provided in Articles 3, 4, [and] 5, [and] 6, a person gives value for rights if the person acquires them: (1) in return for a binding commitment to extend credit or for the extension of immediately available credit, whether or not drawn upon and whether or not a charge-back is provided for in the event of difficulties in collection; (2) as security for, or in total or partial satisfaction of, a preexisting claim; (3) by accepting delivery under a preexisting contract for purchase; or (4) in return for any consideration sufficient to support a simple contract.



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**8.203 Acceptability of individual sureties.**

- The contracting officer shall determine the acceptability of individuals proposed as sureties, and shall ensure that the surety's pledged assets are sufficient to cover the bond obligation.
- (a) An individual surety is acceptable for all types of bonds except position schedule bonds. The contracting officer shall determine the acceptability of individuals proposed as sureties, and shall ensure that the surety's pledged assets are sufficient to cover the bond obligation.
- (b) An individual surety must execute the bond, and the unencumbered value of the assets (exclusive of all outstanding pledges for other bond obligations) pledged by the individual surety, must equal or exceed the penal amount of each bond. The individual surety shall execute the Standard Form 28 and provide a security interest in accordance with 28.203-1. One individual surety is adequate support for a bond, provided the unencumbered value of the assets pledged by that individual surety equal or exceed the amount of the bond. An offeror may submit up to three individual sureties for each bond, in which case the pledged assets, when combined, must equal or exceed the penal amount of the bond. Each individual surety must accept both joint and several liability to the extent of the penal amount of the bond.
- (c) If the contracting officer determines that no individual surety in support of a bid guarantee is acceptable, the offeror utilizing the individual surety shall be rejected as nonresponsible, except as provided in 28.101-4. A finding of nonresponsibility based on unacceptability of an individual surety, need not be referred to the Small Business Administration for a competency review. (See 19.802-1(a)(2)(i) and 61 Comp. Gen. 456 (1982).)
- (d) A contractor submitting an unacceptable individual surety in satisfaction of a performance or payment bond requirement may be permitted a reasonable time, as determined by the contracting officer, to substitute an acceptable surety for a surety previously determined to be unacceptable.
- (e) When evaluating individual sureties, contracting officers may obtain assistance from the office identified in 28.202(d).
- (f) Contracting officers shall obtain the opinion of legal counsel as to the adequacy of the documents pledging the assets prior to accepting the bid guarantee and payment and performance bonds.
- (g) Evidence of possible criminal or fraudulent activities by an individual surety shall be referred to the appropriate agency official in accordance with agency procedures.

**Title 50, Trading with the Enemy Act: Appendix 324(a)** The Alien Property Custodian is authorized to pay all taxes (including special assessments), heretofore or hereafter lawfully assessed by any body politic against any money or other property held by him or by the Treasurer of the United States under this Act [sections 1 to 6, 7 to 39, and 41 to 44 of this Appendix], and to pay the necessary expenses incurred by him or by any depository for him in securing the possession, collection, or control of any such money or other property, or in protecting or administering the same. See Title 50 U.S.C. 1601-1651, Title 50 U.S.C. 1701, 1702, Title 12 U.S.C. §95(a), and §95(b).

Authority: Sec. 7805, L.R.C. 1954; 68A Stat. 917; 26 U.S.C. 7805, and sec. 36 of the Trading With the Enemy Act, as added by the Act of Aug. 8, 1946, Pub. L. 671, 79th Cong., 60 Stat. 929; 50 U.S.C. App. 36. Source: T.D. 8458, 25 FR 2953, Apr. 7, 1960, unless otherwise noted.

**50 U.S.C. App. §7(e):** No person shall be held liable in any court for or in respect to anything done or omitted in pursuance of any order, rule, or regulation made by the President under the authority of this Act [sections 1 to 6, 7 to 39, and 41 to 44 of this Appendix].

**International Emergency Economic Powers Act.**

**50 U.S.C. §1701. Unusual and extraordinary threat; declaration of national emergency; exercise of Presidential authorities:**

- (a) Any authority granted to the President by section §1702 of this title may be exercised to deal with any unusual and extraordinary threat, which has its source in whole or substantial part outside the United States, to the national security, foreign policy, or economy of the United States, if the President declares a national emergency with respect to such threat.
- (b) The authorities granted to the President by section §1702 of this title may only be exercised to deal with an unusual and extraordinary threat with respect to which a national emergency has been declared for purposes of this chapter and may not be exercised for any other purpose. Any exercise of such authorities to deal with any new threat shall be based on a new declaration of national emergency which must be with respect to such threat.

**50 U.S.C. §1702. Presidential authorities:**

- (a) In general
- (1) At the times and to the extent specified in section §1701 of this title, the President may, under such regulations as he may prescribe, by means of instructions, licenses, or otherwise—
- (A) investigate, regulate, or prohibit—
- (i) any transactions in foreign exchange,
- (ii) transfers of credit or payments between, by, through, or to any banking institution, to the extent that such transfers or payments involve any interest of any foreign country or a national thereof,
- (iii) the importing or exporting of currency or securities, by any person, or with respect to any property, subject to the jurisdiction of the United States;
- (3) Compliance with any regulation, instruction, or direction issued under this chapter shall to the extent thereof be a full acquittance and discharge for all purposes of the obligation of the person making the same. No person shall be held liable in any court for or with respect to anything done or omitted in good faith in connection with the administration of, or pursuant to and in reliance on, this chapter, or any regulation, instruction, or direction issued under this chapter.

**Waiver of Tort and Contract for Debt.** This security agreement provides for the waiver of tort and contract for debt through contracting parties under this agreement. If you have been given a waiver of tort and contract for debt, you are accepting the terms and conditions under the law of contracts to be personally held liable for any debt for damage you cause in violation of the terms of this security agreement. If you injure or damage me or my property you are going to pay for the injuries and damages you cause directly or indirectly. Tort Feasors accept personal responsibility for all actions involving conduct associated under this Security Agreement and contract for debt by waiver of tort.

**ateral.** In this Security Agreement the term "Collateral" means any and all items of property of Debtor, now owned and hereafter acquired, now existing and hereafter arising, and wherever located: (a) falling within any of the following categories—i.e. all: motor vehicles, aircraft, vessels, ships, trademarks, copyrights, patents, consumer goods, firearms, farm products, inventory, equipment, money, investment property, commercial tort claims, letters of credit, letter of credit rights, chattel paper, electronic chattel paper, tangible chattel paper, certified securities, uncertified securities, promissory notes, payment intangibles, software, healthcare insurance receivables, instruments, deposit accounts, accounts, documents, livestock, real estate and real property—including all buildings, structures, fixtures, and appurtenances situated thereon, as well as affixed thereto—fixtures, manufactured homes, timber, crops, and as-extracted collateral, i.e. all oil, gas, and other minerals, as well as any and all accounts arising from the sale of these substances both at wellhead and minehead; (b) listed/identified within a particular, numbered paragraph under the heading



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Itemized Collateral" below; (c) listed/identified in "Attachment Sheet," attached hereto and included herein by reference; (d) listed/identified within any document of title, Certificate, form, and the like, a photocopy of which has been appended with this Security Agreement, also attached hereto and included herein by reference; (e) falling within any of the following: (i) accessions, increases, and additions, replacements of and substitutions for, any property described in the Collateral section; (ii) products, produce, and proceeds of any of the property described in this Collateral section; (iii) accounts, general intangibles, instruments, monies, payments, and contract rights, and all other rights, arising out of sale, lease, and other disposition of any of the property described in this Collateral section; (iv) proceeds, including insurance, bond, general intangibles, and accounts proceeds, from the sale, destruction, loss, and other disposition of any of the property described in this Collateral section; and (v) records and data involving any of the property described in this Collateral section, such as in the form of a writing, photograph, microfilm, microfiche, tape, electronic media, and the like, together with all Debtor's right, title, and interest in all computer software and hardware required for utilizing, creating, maintaining, and processing any such records and data in any electronic media; each of which foregoing separate item of property falling/identified within any of the five (5) preceding paragraphs, i.e. (a), (b), (c), (d), and (e), in this Collateral section secures the entire obligation/amount of indebtedness, i.e. Ten Billion Dollars \$10,000,000,000.00 U.S.D..

**Itemized Collateral**

STATE OF FLORIDA, COUNTY OF BROWARD, FLORIDA, DEPARTMENT OF PUBLIC HEALTH, OFFICE OF THE COUNTY CLERK, BROWARD COUNTY, FLORIDA, STANDARD CERTIFICATE OF BIRTH, STATE FILE NUMBER 109-1969-025649 FILED MAY 6, 1969 MICHAEL DAVID BEITER JR., and all derivatives and variations in the spelling, and "CERTIFICATE OF BIRTH," "STANDARD CERTIFICATE OF BIRTH," "CERTIFICATE OF LIVE BIRTH," "STANDARD CERTIFICATE OF LIVE BIRTH," "NOTIFICATION OF BIRTH REGISTRATION," "NOTIFICATION OF BIRTH REGISTRATION," "NOTIFICATION OF REGISTRATION OF BIRTH," "CERTIFICATE OF REGISTRATION OF BIRTH," "CERTIFICATE OF BIRTH REGISTRATION," and any other otherwise-entitled birth document/record—issued at any of the following levels: city, county, state, federal, other—and whether allegedly involving, identifying, derived from, and otherwise intended as referencing the name consisting of any assemblage of letters that is regarded as binding Debtor, MICHAEL D. BEITER JR., MICHAEL DAVID BEITER JR., MICHAEL DAVID BEITER JR., BEITER M D and all derivatives and variations in the spelling of said name, for any reason;

Debtor's exemption number \*\*\*\*\*48, accounts all related products, proceeds, fixtures, documents, instruments, credits, assets, funds, bonds and endorsements front and back for Account Number \*\*\*\*-\*\*-48 are accepted for value for the trusts res and use of bank accounts are "tagged" under the law merchant and first in time first in line lien provisions as claimed under this security agreement.

Court Case Numbers may be added as directed;

UNITED STATES OF AMERICA PASSPORT #218418114;

STATE OF FLORIDA, DRIVER LICENSE, License Number B360544691430;

military/naval records, documentation, discharge papers, files, licenses, and the like referencing Debtor,

All land and real property;

All buildings, structures, and fixtures, and the appurtenances situated thereon and affixed thereto;

All documents involving all real property in which Debtor has an interest, including all buildings, structures, fixtures, and appurtenances situated on and affixed thereto;

All motor vehicles and wheeled conveyances of any kind, motorized and otherwise, in which Debtor has an interest;

All vessels and all equipment, accoutrements, baggage, and cargo affixed thereto, pertaining thereto, stowed therein, and the like, including but not limited to by: all motors, engines, ancillary equipment, accessories, parts, tools, instruments, electronic equipment, navigation aids, service equipment, lubricants, and fuels and fuel additives;

All aircraft and all equipment, accoutrements, baggage, and cargo affixed thereto, pertaining thereto, stowed therein, and the like, including but not limited to by: all motors, engines, ancillary equipment, accessories, parts, tools, instruments, electronic equipment, navigation aids, service equipment, lubricants, and fuels and fuel additives;

All deposit accounts, i.e. all checking, savings, passbook, certificate of deposit type accounts, and all other bank accounts of any kind whatsoever;

All credit card accounts;

All charge accounts;

All brokerage accounts, i.e. all stock, bond, mutual fund, and money-market accounts and the like;

All retirement plan accounts, Individual Retirement Accounts, 401-K's, pension plans, and the like;

All precious metals and bullion, and any storage box and receptacle within which such is stored;

All stockpiles, collections, build-ups, amassments, and accumulations, however small, of Federal Reserve Notes, gold certificates, and silver certificates and all other types and kinds of cash, coin, currency and money;

All stocks, bonds, drafts, futures, insurance policies, investment securities, notes, options, puts, calls, warrants, securities, and benefits from the trust, and the like;

All bank "safety" deposit boxes, the contents therein, and the box numbers associated therewith, and the keys, combinations, security codes, passwords, and the like associated therewith;

All proceeds, products, accounts, and fixtures from crops, minehead, wellhead, etc.;

All credit of Debtor;

All rents, wages, salaries, and other income, from whatever source derived;

All land, mineral, water, and air rights;

All documents, records, and certificates re cottages, cabins, houses, and buildings in which Debtor has an interest;

All inventory of any source;

All machinery, both farm and industrial;

All trailers, mobile homes, and recreational vehicles, and house, cargo, and travel trailers, and all equipment, accoutrements, baggage, and cargo affixed thereto pertaining thereto, stowed therein, and in any manner attached thereto, and the like, including but not limited to by: ancillary equipment, accessories, parts, tools, instruments, service equipment, lubricants, and fuels and fuel additives;

All livestock and animals, and all things required for the care, feeding, use, transportation, and husbandry of;

All computers, computer related equipment and accessories, electronically stored files and data, telephones, electronic equipment, and office equipment and machines,

Certified Copy  
7/2/18



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All visual reproduction systems, aural reproduction systems, motion pictures, films, video tapes, audio tapes, sound tracks, compact disks, phonograph records, film video, and aural production equipment, cameras, projectors, and musical instruments;  
All books, booklets, pamphlets, treatises, essays, treatments, monographs, stories, written material, libraries, plays, screenplays, lyrics, songs, music;  
All financial books and records;  
All proprietary data and technology, inventions, royalties, and good will;  
All scholastic degrees, diplomas, honors, awards, and meritorious citations;  
All records, diaries, journals, photographs, negatives, transparencies, images, video footage, film footage, drawings, sound records, audio tapes, video tapes, and computer production and storage facility of any kind;  
All fingerprints, footprints, palm prints, thumbprints, RNA materials, DNA materials, blood and blood fractions, biopsies, surgically removed tissue, body parts, organs, hair, teeth, nails, semen, urine, other bodily fluids and matter, voice-print, retinal image, and the descriptions thereof, and all other corporal identification factors, and said factors' physical counterparts, in any form, and all records, record numbers, and information pertaining thereto, re Debtor;  
All biometrics data, records, information, and processes not elsewhere described, the use thereof, and the use of the information contained therein, pertaining thereto, and otherwise;  
All rights requesting, refusing, authorizing, and disallowing the administration of, and drug, manipulation, material process, procedure, ray, and wave that Secured Party considers might alter the state of the body, mind, spirit, will, and any other aspect of being, by any means, method, and process whatsoever;  
All rights for obtaining, using, requesting, refusing and authorizing the administration of, any food, beverage, nourishment, water, and the like, that might be infused into, such as by injection, swallowing, and the like into the body, and any substance that might affect the body in any manner whatsoever;  
All keys, locks, lock combinations, encryption codes, safes, and secured places, and security places, and security devices, security programs, and all software, machinery, and devices associated therewith and related thereto;  
All rights for accessing and using utilities upon payment of the same unit cost as the comparable unit of usage offered for the benefit of most-favored customers, including cable, electricity, garbage, gas, internet, satellite, sewer, telephone, water, internet email, and all other methods of communication, energy transmission, and food and water distribution;  
All rights for bartering, buying, contracting, selling and trading ideas, products, services, and work;  
All rights for creating, inventing, adopting, utilizing, and promulgating any system and means of currency, money, medium of exchange, coinage, barter economic exchange, bookkeeping, record-keeping, and the like;  
All rights for using all free, rented, leased, hired, and mobile domiciles, as if each were a permanent domicile, free from requirement for applying for, and otherwise securing any government license, permission, permit, and otherwise, and free from entry, intrusion, and surveillance, by any means, regardless, of duration of lease period, so long as any required lease is currently paid, but wherein the alternative, a subsequent three-day grace period has not expired;  
All rights for managing, maneuvering, directing, guiding, and traveling in any form of motorized conveyance whatsoever, e.g. automobile, truck, motorcycle, and the like, without any requirement for applying for, and without obligation for obtaining, any government license, permit, certificate, permission, and the like, of any kind whatsoever;  
All rights for marrying and procreating children, and rearing, educating, training, guiding, and spiritually enlightening any such children, without any requirement for applying for, and without the obligation for obtaining, any government-issued license, number, permit, certificate, permission, and the like, of any kind whatsoever;  
All rights for buying, selling, trading, gathering, growing, raising, and trapping food, fiber, and raw materials for shelter, clothing, and survival;  
All rights for exercising and enjoying freedom of religion, worship, use of sacraments, spiritual practice and expression without any abridgement of freedom of speech, publishing, peaceable assembly, and petitioning Government for redress of grievances, and also petitioning any military force of the United States, as well as any other group, agency, and organization, and otherwise for physical protection from threats involving the safety and integrity of the person, as well as all property of Secured Party from any source, both "public" and "private";  
All rights for keeping and bearing arms for self-defense of self, family, and parties requesting physical protection of person and property;  
All rights for creating, preserving, and maintaining inviolable spiritual sanctuary and receiving into same any and all parties requesting safety, shelter, and sanctuary;  
All rights involving privacy and security in person and property, including all rights such as the safety and security of all household members, sanctuary dwellers, and guests, and all papers and effects of Debtor and all household and sanctuary dwellers and guests, against governmental, quasi-governmental, and private intrusion, detainer, entry, seizure, search, surveillance, trespass, assault, summons, and warrant, except with proof of superior claim duly filed in the UCC filing office by any such intruding party in the private capacity of said intruding party, notwithstanding whatever purported authority, warrant, order, law, pretense issued under color of law may be promulgated as the authority for any such intrusion, detainer, entry, seizure, search, surveillance, trespass, assault, summons, warrant, and the like;  
All claims of ownership and certificates of title involving corporeal and incorporeal hereditaments, hereditary succession, and all innate aspects of being, i.e. mind, body, soul, free will, and self;  
All names used and all corporations sole executed and filed, as well as might be executed and filed, under said names;  
All intellectual property, including all speaking, writing, and other media;  
All signatures and autographs;  
All present and future retirement incomes, and rights in such incomes, deriving from any of Debtor's accounts, deposit accounts, and otherwise;  
All present and future medical and healthcare rights, and rights owned through survivorship, from any of Debtor's accounts, deposit accounts, and otherwise;  
All applications, filings, correspondence, information, identifying marks, images, licenses, travel documents, materials, permits, registrations, and records and records numbers held by any entity, for any purpose, however acquired, as well as the analyses and uses thereof, and any use of any information and images contained therein, regardless of creator, method, location, process, and storage form, including all processed algorithms analyzing, classifying, comparing, compressing, displaying, identifying, processing, storing, and transmitting said applications, filings, correspondence, information, identifying marks, images, licenses, travel documents, materials, permits, registrations, records and records numbers, and the like;  
All credit, charge, debit cards, and all mortgages, notes, applications card numbers and corresponding and associated records and information;  
All debit cards;  
All traffic citations/tickets;  
All parking citation/tickets;  
Any and all documents purportedly evidencing, construing, deemed as proving, regarded as confirming, and the like, minimal contact with this state;  
All tax correspondence, filings, notices, coding files, record numbers, and any information contained therein, wherever and however located, and no matter by whom said information is obtained, compiled, codified, recorded, stored, analyzed, processed, communicated, utilized, and the like;



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All accounts, deposits, escrow accounts, lotteries, overpayments, prepayments, prizes, rebates, refunds, returns, claimed and unclaimed funds, and all records and records numbers, correspondence, and information pertaining thereto, as well as all such items construed as being derived therefrom;  
All drugs, herbs, medicine, medical supplies, cultivated plants, growing plants, inventory, ancillary equipment, supplies, propagating plants, and seeds, and all related storage facilities and supplies;  
All products of and for agriculture, and all equipment, inventories, supplies, contracts, and accoutrements involved in the planting, tilling, harvesting, processing, preservation, and storage of all products of agriculture;  
All farm, lawn, and irrigation equipment, and all accessories, attachments, hand-tools, implements, service equipment, parts, and supplies associated therewith and related thereto;  
All fuel, fuel tanks, and containers, and all involved and related delivery and transfer systems;  
All metal-working, woodworking, and other such machinery, and all ancillary equipment, accessories, consumables, power tools, hand tools, inventories, storage cabinets, toolboxes, work benches, shops, and facilities;  
All camping, fishing, hunting, and sporting equipment, and all special clothing, materials, supplies, and baggage related thereto;  
All rifles, guns, bows, and crossbows and related accessories, and the ammunition, projectiles, and integral components thereof;  
All radios, televisions, communication equipment, receivers, transceivers, transmitters, antennas, and towers, and all ancillary equipment, supplies, computers, software programs, wiring, and related accessories and devices;  
All power-generating machines, devices, and the like and all storage, conditioning, distribution, wiring, and ancillary equipment as might pertain thereto in any manner;  
All computer systems and the information contained therein, as well as all ancillary equipment, printers, and data compression and encryption devices and processes;  
All office and engineering equipment, furniture, ancillary equipment, drawings, tools, electronic and paper files, and items associated therewith and related thereto;  
All water wells, and well-drilling equipment, and all ancillary equipment, chemicals, tools, and supplies;  
All shipping, storing, and cargo containers, and all chassis, truck trailers, vans and the contents thereof, both on-site and in-transit, as well as in storage anywhere;  
All building materials and prefabricated buildings, and all components and materials pertaining thereto, both before and during manufacture, transportation, storage, building, erection, and vacancy while awaiting occupancy thereof;  
All communications and data, and the methods, devices, and forms of information storage and retrieval, and the products of any such stored information;  
All books, drawings, magazines, manuals, and reference materials regardless of physical form;  
All antiques, artwork, paintings, sculptures, etchings, photographic art, lithographs, and serigraphs, and all frames and mounts pertaining thereto, affixed thereon, and otherwise;  
All food, and all devices, tools, equipment, vehicles, machines, and related accoutrements involved in food preservation, preparation, growth, transport, and storage;  
All construction machinery and equipment and all ancillary equipment, supplies, materials, fuels, fuel additives, supplies, materials, and service equipment pertaining thereto;  
All medical, dental, optical, prescription, and insurance records, records numbers, and information contained in any such records pertaining thereto;  
The Will of the Debtor;  
All inheritances obtained, as well as all inheritances as might be received;  
All wardrobe and toiletries;  
All watches, jewelry, precious jewels, and semi-precious stones, and any mounting attached thereto, and all rings, except wedding rings, and all storage boxes within which any of the foregoing items are stored;  
All radios, televisions, household goods and appliances, linen, furniture, kitchen utensils, cooking utensils, cutlery, tableware, and pottery;  
All ownership, equity, property, and rights in property now owned, held, and hereafter acquired, in all businesses, corporations, companies, trusts, partnerships, limited partnerships, organizations, proprietorships, and other like entities, and all books and records pertaining thereto, all income obtained therefrom, and all accessories, accounts, equipment, information, inventory, money, parts, spare parts, and computer software pertaining thereto;  
All packages, parcels, envelopes, and labels of any kind whatsoever that are addressed for the benefit of Debtor, both when received and when not received by Debtor;  
All telephone, fax, and pager numbers;  
All email addresses, Internet URL's, Internet web sites, Internet domain names, and Internet Service Provider accounts;  
Any item of property not specifically listed, named, specified by make, model, serial number, account number, etc. is expressly herewith included as an item of Collateral of Debtor;

This Security Agreement expressly herewith includes and encompasses all rights, legal title, equitable title, and interest in property described in this Collateral section, both when now owned and when hereafter acquired, now existing and such as might hereafter arise, and wherever located.

**Authorized Representative.** Debtor hereby authorizes Secured Party for doing the following: (a) signing without liability Debtor's signature, in all commercial activity between Debtor and any other juristic person, where such signature is requested, and if required, for the purpose of authenticating the writing; (b) demanding, collecting, receiving, accepting receipt for, suing and recovering all sums of money and other property which may now and may hereafter become due, owing, and payable in favor of the Debtor; (c) executing, signing, and endorsing any and all claims, instruments, receipts, checks, drafts, and warrants issued for, and made payable in favor of Debtor; (d) settling and compromising any and all claims, now existing and as might hereafter arise, against Debtor, and against any item of Collateral; (e) filing any claims, taking any action, instituting and participating in any proceedings, both in the name of Secured Party and in the name of Debtor, as well as otherwise, which in the sole discretion of Secured Party may be deemed necessary and advisable. Secured Party may also receive, open, and dispose of mail indicating any alleged address of Debtor, and change any address concerning which mail and payments should be sent. This authorization is given as security for the indebtedness, and the authority hereby conferred is irrevocable and remains in full force and effect until renounced, in writing, and signed by Secured Party.

**Perfection of Security Interest.** (a) Debtor authorizes Secured Party's filing of a financing statement, and the continuation statements as needed, describing Collateral, as well as any and all agricultural liens and other statutory liens against Debtor held by Secured Party; (b) Debtor also authorizes execution of such financing statements by Secured Party, and agrees that Debtor will take all other such actions reasonably requested by Secured Party, for perfecting and continuing Secured Party's interest in Collateral, and also consents and agrees as follows; (i) Secured Party may at any time, without further authorization from Debtor, file carbon, photographic, and other types of reproductions of any herein authorized financing statement, as well as this Security Agreement for use as a financing statement; and (ii) Secured Party is neither



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responsible for taking any steps necessary for the preservation of any third-party rights in the collateral, nor for protecting, preserving, maintaining, and the like any security interest granted any third party in Collateral.

NOTICE: Secured Party has perfected a security interest in the products, fixtures, proceeds and credit of MICHAEL DAVID BEITER JR. # 48, MICHAEL D. BEITER JR., MICHAEL DAVID BEITER JR., BEITER M D and all derivatives and variations in the spelling of said name.

**Event of Default.** Any event listed within any category below constitutes default under this Security Agreement: (a) Insolvency of Debtor, appointment of a receiver for any part of Debtor's property, any assignment for the benefit of a third-party creditor, as well as commencement of any proceeding under any set of laws, e.g. bankruptcy law, by Debtor, as well as against Debtor; (b) Commencements of foreclosure by judicial proceeding, self-help, repossession, as well as any other method by any third-party creditor of Debtor against any item of Collateral that is the subject of this Security Agreement; (c) Attachment, execution, lien, levy, and the like concerning any item of Collateral; (d) Failure of compliance of Debtor with any term, obligation, covenant, condition, and the like, contained in (i) the written express, Private Agreement No. MDR-051607-SA dated the Sixteenth Day of the Fifth Month in the Year of Our Savior Two Thousand Seven between Debtor, i.e. MICHAEL DAVID BEITER JR., MICHAEL D. BEITER JR., BEITER M D also known by any and all derivatives and variations in the spelling of said name, and the Secured Party MICHAEL DAVID BEITER JR., (ii) this Security Agreement, and (iii) any related document, as well as in any other agreement/contract between Debtor and Secured Party.

**Rights and Remedies in Event of Default.** In event of default under this Security Agreement, as well as under all related documents and other agreements and contracts between Secured Party and Debtor, as well as anytime thereafter, Secured Party shall have all rights of a Secured Party in commerce re Debtor. In addition, and without limitation, Secured Party may exercise any number of the following rights and remedies:

**Sell the Collateral.** Secured Party possesses full power for selling, leasing, transferring, and otherwise dealing with the Collateral and proceeds thereof in the name of both Secured Party and Debtor. Secured Party may sell the Collateral in any manner and at any place, such as public auction, private sale, and otherwise without further notice. All expenses involving the disposition of the Collateral, including, without limitation, the expenses of holding, insuring, preparing for sale, and selling the Collateral, become part of the indebtedness secured by this Security Agreement and are payable on demand.

**Appoint Receiver.** In accordance with the requirements and options permitted by applicable law, Secured Party possesses the following rights and remedies regarding appointment of a receiver: (a) Secured Party may have a receiver appointed as a matter of right; (b) the receiver may be an employee of Secured Party and may serve without bond; and (c) all fees of receiver, and all fees of any attorney of receiver, become part of the indebtedness secured by this Security Agreement and are payable on demand, with interest at the Note rate, unless payment of interest at that rate is not permitted by applicable law, in which event such unpaid fees shall bear interest at the highest rate permitted by applicable law from date incurred until repaid.

**Collect Revenues, Apply Accounts.** Secured Party, both in Secured Party's personal capacity and through a receiver, may collect the payments, rents, incomes, and revenues from the Collateral. Secured Party may at any time, at the sole discretion of Secured Party, transfer any Collateral into the name of Secured Party, as well as into the name of any nominee of Secured Party, and receive the payments, rents, incomes, and revenues therefrom, and may hold same as security for the indebtedness, apply payments in favor of the indebtedness in any order of priority that Secured Party may determine. Insofar as Collateral consists of accounts, general intangibles, deposit accounts, insurance policies, instruments, chattel paper, choses in action, and any similar property, Secured Party may demand, collect, receive, execute receipt for, settle, compromise, adjust, sue for, foreclose, and realize on Collateral as Secured Party may determine, concerning both indebtedness and Collateral, whenever due.

**Obtain Deficiency.** If Secured Party decides in favor of selling any item of Collateral, Secured Party may obtain a judgment against Debtor for any deficiencies remaining on the indebtedness that Secured Party might be owed after application of all amounts received from the exercise of the rights provided in this Security Agreement. Debtor is liable for a deficiency even if the transaction described in this subsection is a sale of accounts, and likewise, of chattel paper.

**Cumulative Remedies.** All of Secured Party's rights and remedies, as evidenced by this Security Agreement, as well as by any related documents and by any other writing, are cumulative and may be exercised both singularly and concurrently. Pursuit by Secured Party of any remedy does not exclude pursuit of any other remedy, and making expenditures and taking action for performing an obligation of Debtor under this Security Agreement, after Debtor's failure of performance, does not affect Secured Party's right for declaring a default and exercising the remedies therefore.

**Other Rights and Remedies.** Secured Party possesses all rights and remedies of a secured creditor under the Uniform Commercial Code, as may be amended upon agreement between parties. In addition, Secured Party possesses, and may exercise, any and all other rights and remedies available at law, in equity, and otherwise.

**Rules of Construction.** In this Security Agreement: (a) neither the use of nor the referencing of the term "proceeds" authorizes any sale, transfer, other disposition, and the like of Collateral by Debtor; (b) the words "include" and "including" are not limiting; (c) the word "all" includes "any" and the word "any" includes "all"; (d) the word "or" is not exclusive; and (e) words and terms (i) in the singular number include the plural, and in the plural, the singular; and (ii) in the masculine gender include both the feminine and the neuter.

**Miscellaneous Provisions.** The following miscellaneous provisions are a part of this Security Agreement:

**Amendments.** This Security Agreement, together with all related documents and endorsements, constitutes the entire understanding and agreement of the parties re the matters set forth in this Security Agreement. This Security Agreement may neither be changed nor modified in any manner whatsoever unless said change/modification is agreed upon by Secured Party in writing and signed by Debtor and Secured Party. **Further Assurances.** Upon reasonable request by Secured Party, Debtor consents and agrees that Debtor will execute any further documents and take any further actions requested by Secured Party that augment any of the following: (a) evidencing the security interest granted herein; (b) perfecting the security interest granted herein; (c) maintaining first priority of the security interest granted herein; (d) effectuating rights herein granted Secured Party by Debtor.

Certified  
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**Severability.** In the event that a court of original and general jurisdiction at common law, such as an Article III court of justice arising under the Constitution of the United States of America, 1787, with the Bill of Rights of 1791, as lawfully amended by the qualified Electors of the several States of this American Union, and laws of the *de jure* United States of America, and such as a court of justice in accordance with the course of the common law arising under the Constitution of Illinois, as amended by the qualified Electors of said Illinois, and the laws of the *de jure* Illinois, judicially determines that any part of this Security Agreement, including any amendment, addendum, revision, and the like is unacceptable for any reason, such as on the basis of being unlawful, invalid, void, unenforceable, and the like, such provision is thereby severed from this Security Agreement, but every remaining provision continues in full force and effect and may not be affected by such determination. If feasible, any such offending provision is deemed modified for inclusion within the limits of enforceability and validity. In the event that the offending provision cannot be so modified, said offending provision is thereby stricken and all other provisions of this Security Agreement in all other respects remain valid and enforceable by Secured Party.

**Waiver.** Neither Secured Party's actions, nor Secured Party's omissions, may be construed as a waiver of any rights under this Security Agreement unless specifically so waived in writing and signed by Secured Party. Neither delay nor omission on the part of Secured Party in exercising any right may operate as a waiver of such right, nor may it operate as a waiver of any other right. A waiver by Secured Party of a provision of this Security Agreement neither prejudices, nor constitutes a waiver of, Secured Party's right for otherwise demanding strict compliance with that provision, and any other provision, of this Security Agreement. Neither prior waiver by Secured Party, nor any course of dealing between Secured Party and Debtor, may constitute a waiver of any of Secured Party's rights, nor of any of Debtor's obligations re any future transactions. Whenever the consent of Secured Party is required under this Security Agreement, the granting of such consent by Secured Party in any instance may not be construed as constituting continuing consent for subsequent instances where such consent is required, and in all cases such consent may be granted and withheld in the sole discretion of Secured Party.

This Security Agreement is not dischargeable in bankruptcy court. Secured Party is holder in due course of all negotiable instruments referencing, bearing upon, and deriving from all property and collateral referenced herein. All Collateral is exempt from levy and third-party lien. This Security Agreement secures any and all indebtedness and liability whatsoever that Debtor owes in favor of Secured Party, both direct and indirect, absolute and contingent, due and might become due, now existing and hereafter arising, and howsoever evidenced. This Security Agreement also secures any other debt that may be owed by Debtor, as arising, upon occasion, for the benefit of Secured Party. Debtor acknowledges, consents, and agrees with all provisions of this Security Agreement and agrees that Debtor is bound by all terms and conditions as stated herein.

This Security Agreement No. MDB-051607-SA is dated: the Sixteenth Day of the Fifth Month in the Year of Our Savior Two Thousand Seven.

Debtor: MICHAEL DAVID BEITER JR.

MICHAEL DAVID BEITER JR.  
Debtor's Signature

Secured Party accepts Debtor's signature in accord with UCC §§ 1-201(39), 3-401 and accepts for value this Security Agreement and all of Debtor's hereinabove-described/Itemized Collateral.

Secured Party: MICHAEL DAVID BEITER JR.  
Secured Party Signature

By:   
By: Michael David Beiter Jr., First Trustee for MICHAEL DAVID BEITER JR., Secured Party, and  
MICHAEL DAVID BEITER JR., Debtor.

By Affixing my real signature to this document I attest that the living soul signing above is personally known to me and signed this 16th Day of May 2007.

Witness

Seal

Witness

Seal

Certified Copy  
7/21/08



**No. MB09212007**

**PRIVATE BOND FOR SET OFF - NON-NEGOTIABLE/ ADDENDUM #2**

**This Addendum #2 is attached to Private Bond for Set Off – Non-negotiable Tracking #  
RR519390045US**

## PRIVATE DISCHARGING AND INDEMNITY BOND

USPS REGISTERED MAIL TRACKING NO. RR 519 390 638 US

**Date of Issuance: September 21, 2007**

**Date of Expiration: September 20, 2037**

**Face Value: \$ 300,000,000.00 Three Hundred Million U.S. Dollars**

To: Henry M. Paulson, Jr. hereinafter "Fiduciary"  
Secretary of the U.S. Treasury  
United States Department of the Treasury  
1500 Pennsylvania Avenue, NW  
Washington, DC 20220

For: Michael David Beiter Jr.  
MICHAEL D. BEITER JR. [sic]  
Donna Lee Beiter  
DONNA LEE BEITER [sic]

The Supreme Court of the United States of America  
Johnny Smith d/b/a Sheriff, Levy County  
Dennis A. Williamson d/b/a U.S. Marshall, Northern District Florida  
17<sup>th</sup> Judicial Court In and For Broward County Florida  
Levy County Courthouse, Florida  
Broward County Sheriffs Office  
Michael J. Satz d/b/a States Attorney, Florida  
Victor Tobin d/b/a Judge, 17<sup>th</sup> Judicial Circuit, Broward County, Florida  
Steven G. Shutter d/b/a Judge, 17<sup>th</sup> Judicial Circuit, Broward County, Florida  
Jane D. Fishman d/b/a Judge, 17<sup>th</sup> Judicial Circuit, Broward County, Florida  
Miette K. Burnstein d/b/a Judge, 17<sup>th</sup> Judicial Circuit, Broward County, Florida  
Gill S. Freeman d/b/a Judge, 17<sup>th</sup> Judicial Circuit, Dade County, Florida  
Sharon Zeller d/b/a Judge, 17<sup>th</sup> Judicial Circuit, Broward County, Florida  
Law Offices Wolpoff & Abramson, L.L.P. #118448448  
ERIC B. ZWIEBEL, P.A.  
Law Offices of Zakheim & Associates, P.A.  
Law Offices of Ruden, McClosky, Smith, Schuster & Russell, P.A.  
The Law Offices of Erskine & Fleisher, Broward County, Florida  
Crown Bank Leasing, a Division of Crown Bank, F.S.B.  
Retailers National Bank-Target Visa  
FDS Bank, Account #47-623-295-880-1  
Capital One Bank, Account #5291492366122782  
MBNA America, Account #5490994139044069  
CIT Technology Financing  
American Express, Account #372716604471004  
Discover Bank, Account #6011004573521636  
Monogram Bank CC Bank GA, Account #6034610200260399  
Fleet, Account #43055000020246579  
Chase Platinum Mastercard, Account #5222760050046499  
HP Financial Services Company, Account #5001C323

[illegible][illegible]

(see other side)

Account Holder

**Certified Copy**

*Handwritten signature*  
7/21/18



Copy

# PRIVATE OFFSET BOND

No. MDBJ-1001-OB

USPS CERTIFIED MAIL TRACKING NO. 7005 0390 0003 2267 9575

Date of Issuance: September 21, 2007

Date of Expiration: September 20, 2017

Face Value: \$ 300,000,000.00 (Three Hundred Million United States Dollars)

To: Henry M. Paulson, Jr.  
Secretary of the U.S. Treasury  
United States Department of the Treasury  
1500 Pennsylvania Avenue, NW  
Washington, DC 20220

hereinafter "Fiduciary"

For: United States Department of the Treasury -  
Michael David Beiter Jr. -

Fifty percent (50%) of face value  
Up to fifty percent (50%) of face value

For Offset Through: Private Discharging & Indemnity Bond No. RR 519 390 774 US and Private  
Discharging & Indemnity Bond No. RR 519 390 638 US on file with Department of  
the Treasury - USPS Registered Mail Tracking No.: RR 519 390 774 US and RR 519  
390 638 US, Michael David Beiter Jr., Creditor - Private Offset Account No. 595328748

**KNOW ALL MEN BY THESE PRESENTS,** WHEREAS, only fiat money exists in circulation for the discharge of debt:

WHEREAS the undersigned Creditor does hereby declare, bind, hold, and oblige through this Private Offset Bond that one-half (fifty percent) of the above-noted Face Value of this Private Offset Bond shall be instantly ledgered by the Fiduciary to the benefit and use of the United States Department of the Treasury for a period of Ten (10) years through the Date of Expiration above-noted

WHEREAS the Creditor desiring to engage and maintain honorable commercial transactions does hereby declare, bind, hold, and oblige through this Private Offset Bond that all obligations and instruments of debt including, but not limited to, debts, liabilities, encumbrances, deficiencies, deficits, liens, charges, fees, interest, bills, True Bills, taxes, obligations of contract and/or performance, and all other obligations (jointly and severally "Liabilities") attributed to the Creditor, the Creditor's collateral, in particular United States District Court Case Southern District of Florida # FGJ 06-04-03 FTL, 07-6317-SNOW and all related Cases and/or MICHAEL DAVID BEITER JR. a/k/a MICHAEL D. BEITER JR. a/k/a BEITER MICHAEL D. a/k/a MICHAEL BEITER JR. *et al* alphabetical derivatives ("Collateral"), or any other party for whom the Creditor makes this Private Offset Bond available by his signature or seal, whether such instruments be express, implied, commercial, negotiable or non-negotiable, shall upon presentment to the Fiduciary or agent(s) thereof be (i) ledgered against this Private Offset Bond by the above-named Fiduciary when such instruments of obligation are duly authorized by the Creditor through signature, seal or contract, express or implied and this Private Offset Bond is referenced by the Creditor for such ledgering by name or number and (ii) duly lawfully and fully paid, satisfied, offset and discharged dollar for dollar through the Creditor's Private Offset Account Number 595328748 as authorized herein in any amount up to and including one-half (fifty percent) of the above-noted Face Value of this Bond.

NOW, THEREFORE, the Creditor for the purpose of lawful commerce, does hereby necessarily issue this Private Bond to Henry M. Paulson in his capacity as Secretary of the United States Treasury in the amount above-noted. The Fiduciary shall have thirty (30) days from presentment to dishonor the Bond by returning same to the Principal by certified mail at the location below-noted. Failure to return will stipulate the Fiduciary's acceptance and honor.

## BOND ORDER

1. The Fiduciary shall instantly ledger the sum certain of one half (fifty percent) of the above-noted Face Value of this Private Offset Bond to the benefit and use of the United States Department of the Treasury for a period of Ten (10) years from the Date of Issuance through the Date of Expiration of this Bond.
2. The Fiduciary shall ledger dollar for dollar against this Private Offset Bond by end of business on the day of presentment or the next business day if presentment is made on a non-business day, any and all liabilities whether attributed to, or on behalf of, the Creditor, the Creditor's Collateral or any other party for which Creditor makes this Private Offset Bond available by his signature and/or seal on the instrument of obligation or otherwise gives notice to pay, satisfy or discharge the obligation regardless of the form of the instrument of obligation, whether the instrument of obligation is commercial, negotiable, non-negotiable, express or implied, through the Creditor's Private Offset Account, Pass-through Account MICHAEL DAVID BEITER JR. 595328748, as authorized herein in any amount or cumulative amounts up to and including one-half (fifty percent) of the above-noted Face Value of this Private Offset Bond.

(see other side)



No. MB10022007

Copy

**PRIVATE BOND FOR SET OFF - NON-NEGOTIABLE/ ADDENDUM #3**  
This Addendum #3 is attached to Private Bond for Set Off - Non-negotiable Tracking  
# RR519390045US

**PRIVATE DISCHARGING AND INDEMNITY BOND**  
USPS REGISTERED MAIL TRACKING NO. RR 519 390 607 US

Date of Issuance: October 2, 2007  
Date of Expiration: October 1, 2037

Face Value: \$ 300,000,000.00 Three Hundred Million U.S. Dollars

To: Henry M. Paulson, Jr. hereinafter "Fiduciary"  
Secretary of the U.S. Treasury  
United States Department of the Treasury  
1500 Pennsylvania Avenue, NW  
Washington, DC 20220

For: Michael David Beiter Jr.  
MICHAEL D. BEITER JR. [sic]  
Donna Lee Beiter  
DONNA LEE BEITER [sic]  
Discover, Account #6011004907519512  
Visa U.S.A., Account #4305982420956024  
HSBC, Account #50000218455  
World Savings, Loan #4451828  
Levy County Courthouse  
Howard C. Forman, Clerk, 17<sup>th</sup> Judicial Circuit of Florida  
Tom Gallagher, CFO, Department of Financial Services, Florida  
Internal Revenue Service Account No. 595 32 8748  
Internal Revenue Service Account No. 140 60 8628  
Social Security No. 595-32-8748  
Social Security No. 140-60-8628

Account Holder  
Account Holder  
Account Holder  
Account Holder  
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Account

By, On/Through: Michael David Beiter Jr., Creditor  
Private Bond for Set Off No: RR519390045US [Registered Mail RR519390045US]

Private Offset Account #: 595328749

KNOW ALL MEN BY THESE PRESENTS, WHEREAS, only fiat money exists in circulation for the discharge of debt:

NOW, THEREFORE, the undersigned Creditor being of sound mind and honorable intentions, for the purpose of protecting secured interests, reserving rights of recourse, remedy and subrogation, and maintaining the honor of the above-named Account Holders and Accounts, do hereby necessarily issue this *Private Discharging and Indemnity Bond* to wit. In my rightful *Sui Juris* status, as Creditor do hereby knowingly and with full disclosure hold, bind and obligate myself by this instrument as voluntary surety for all of the above-noted Account Holders and Accounts, each severally, including, without limitation, Social Security Account No. 595-32-8748, for any amount up to and including **Three Hundred Million United States Dollars (\$300,000,000.00)**, insuring, underwriting, identifying and discharging the said Account Holders and Accounts against any and all pre-existing, current and future losses, costs, debts, taxes, encumbrances, deficits, deficiencies, liens, judgments, True Bills, obligations of contract or performance, defaults, charges, and any and all other obligations as may exist or come to exist during the term of this Bond (jointly and severally "Liabilities"), thereby honorably discharging and vacating dollar for dollar all such obligations until the sum or the term of this Bond is exhausted. The Fiduciary shall have thirty (30) days from presentment to dishonor the Bond by returning it to the Principal by certified mail at the location below-noted. Failure to return will stipulate acceptance and honor.

(see other side)

Certified Copy  
7/23/18



No. MDB-100707-OB

**PRIVATE OFFSET BOND**

USPS CERTIFIED MAIL TRACKING NO. 7005 1820 0006 2166 0642

Date of Issuance: October 7, 2007

Date of Expiration: October 6, 2017

Face Value: \$ 150,000,000.00 (One Hundred Fifty Million United States Dollars)

To: Henry M. Paulson, Jr. hereinafter "Fiduciary"  
Secretary of the U.S. Treasury  
United States Department of the Treasury  
1500 Pennsylvania Avenue, NW  
Washington, DC 20220

For: United States Department of the Treasury - **Fifty percent (50%) of face value**  
Michael David Beiter Jr. - **Up to fifty percent (50%) of face value**

For Offset Through: Private Discharging & Indemnity Bond No. **RR519390607US**  
on file with Department of the Treasury - USPS Registered Mail Tracking No.: **RR 519 390 607 US**  
Michael David Beiter Jr., Creditor - Private Offset Account No. 595328748

**KNOW ALL MEN BY THESE PRESENTS, WHEREAS, only fiat money exists in circulation for the discharge of debt:**

WHEREAS the undersigned Creditor does hereby declare, bind, hold, and oblige through this Private Offset Bond that one-half (fifty percent) of the above-noted Face Value of this Private Offset Bond shall be instantly ledgered by the Fiduciary to the benefit and use of the United States Department of the Treasury for a period of Ten (10) years through the Date of Expiration above-noted

WHEREAS the Creditor desiring to engage and maintain honorable commercial transactions does hereby declare, bind, hold, and oblige through this Private Offset Bond that all obligations and instruments of debt including, but not limited to, debts, liabilities, encumbrances, deficiencies, deficits, liens, charges, fees, interest, bills, True Bills, taxes, obligations of contract and/or performance, and all other obligations (jointly and severally "Liabilities") attributed to the Creditor, the Creditor's collateral, in particular 595328748 and/or MICHAEL D. BEITER JR. a/k/a MIKE BEITER JR. a/k/a BEITER, MICHAEL D. a/k/a Michael D. Beiter Jr. et al alphabetical derivatives ("Collateral"), or any other party for whom the Creditor makes this Private Offset Bond available by his signature or seal, whether such instruments be express, implied, commercial, negotiable or non-negotiable, shall upon presentment to the Fiduciary or agent(s) thereof be (i) ledgered against this Private Offset Bond by the above-named Fiduciary when such instruments of obligation are duly authorized by the Creditor through signature, seal or contract, express or implied and this Private Offset Bond is referenced by the Creditor for such ledgering by name or number and (ii) duly lawfully and fully paid, satisfied, offset and discharged dollar for dollar through the Creditor's Private Offset Account Number 595328748 as authorized herein in any amount up to and including one-half (fifty percent) of the above-noted Face Value of this Bond.

NOW, THEREFORE, the Creditor for the purpose of lawful commerce, does hereby necessarily issue this Private Bond to Henry M. Paulson, Jr., in his capacity as Secretary of the United States Treasury in the amount above-noted. The Fiduciary shall have thirty (30) days from presentment to dishonor the Bond by returning same to the Principal by certified mail at the location below-noted. Failure to return will stipulate the Fiduciary's acceptance and honor.

**BOND ORDER**

1. The Fiduciary shall instantly ledger the sum certain of one half (fifty percent) of the above-noted Face Value of this Private Offset Bond to the benefit and use of the United States Department of the Treasury for a period of Ten (10) years from the Date of Issuance through the Date of Expiration of this Bond.
2. The Fiduciary shall ledger dollar for dollar against this Private Offset Bond by end of business on the day of presentment or the next business day if presentment is made on a non-business day, any and all liabilities whether attributed to, or on behalf of, the Creditor, the Creditor's Collateral or any other party for which Creditor makes this Private Offset Bond available by his signature and/or seal on the instrument of obligation or otherwise gives notice to pay, satisfy or discharge the obligation regardless of the form of the instrument of obligation, whether the instrument of obligation is commercial, negotiable, non-negotiable, express or implied, through the Creditor's Private Offset Account, Pass-through Account MICHAEL D. BEITER JR. 595328748, as authorized herein in any amount or cumulative amounts up to and including one-half (fifty percent) of the above-noted Face Value of this Private Offset Bond.
3. Upon presentment of such instrument of obligation, the Fiduciary shall pay, discharge and satisfy the obligation in full dollar for dollar through the Creditor's Private Offset Account, Pass-through Account MICHAEL D. BEITER JR. 595328748 in any amount or cumulative amounts up to and including one-half (fifty percent) of the above-noted Face Value of this Private Offset Bond.
4. The Fiduciary shall have thirty (30) days from the Date of Delivery specified on United States Postal Service Form No. 3811 to dishonor this Bond by returning it to the Principal with all associated transactions annexed thereto by United States Certified Mail at the mailing location identified hereunder. The Fiduciary's failure to return the Bond as indicated will stipulate the Fiduciary's acceptance and honoring of this instrument and all terms and provisions herein as an operation of law.

(see other side)

WARNING: THIS ITEM PROTECTED LOGO BELOW CONTAINS HEAT SENSITIVE SECURITY INK WHICH SHOULD TEMPORARILY DISAPPEAR WHEN RUBBED



**BONDED PROMISSORY NOTE**

USPS CERTIFIED MAIL TRACKING NO. 7005 0390 0003 2267 9681

No. MB-10172007-PN

**\$300,000,000.00**

Three Hundred Million United States Dollars

**To the Order of:** Henry M. Paulson, Jr. d/b/a HENRY M. PAULSON, JR., SECRETARY OF THE UNITED STATES TREASURY  
Clarence Maddox d/b/a CLARENCE MADDOX, CLERK OF THE COURT FOR THE U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA and Fiduciary Trustee on this *Bonded Promissory Note*

**In the Amount of:** Three Hundred Million 00/00 United States Dollars (\$300,000,000.00)

**For Credit to:** CLERK OF THE U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA Case No. FGJ 06-04-03 FTL and 07-6317-SNOW and all related Cases Penal Sum to the benefit of MICHAEL D BEITER JR SS No. 595-32-8748 and DONNA LEE BEITER SS No. 140-60-8628 and any other named parties

**Routing Through:** **Private Addendum # 1** (USPS Registered Mail Tracking No. RR 519 390 774 US) and (Securitization Bond) **#2**(USPS Registered Mail Tracking No. RR 519 390 638 US) **Discharging and Indemnity Bond No. MB-09072007 and MB-09212007 to Secretary of the Treasury, Henry M. Paulson**

This negotiable instrument, tendered lawfully by Michael David Beiter, Jr. ("Maker") in good faith shall evidence as a debt to the Payee pursuant to the following terms:

1. This Note shall be posted in full dollar for dollar pursuant to the Credit order noted above and presented to the co-payee, Henry M. Paulson, Jr. d/b/a HENRY M. PAULSON JR., SECRETARY OF THE UNITED STATES TREASURY, in the attached pre-addressed envelope by certified mail/RR (certificates completed and supplied)
2. Payee shall, upon receipt of this instrument, charge account 595328748 via Pass-Through Account 595328748 for the purpose of terminating any past, present, or future liabilities express or implied attached or attributed to 595328748:
3. Payee shall ledger this Note for a period of twelve (12) months commencing the start of business on October 17, 2007 until close of business October 16, 2008 not to exceed three-hundred sixty-five (365) days, at an interest rate of seven percent (7%) per annum, and
4. Upon maturity, this Note shall be due and payable in full with interest and any associated fees. Payment shall be ledgered against *Addendum #1 Private Discharging and Indemnity Bond No. RR519390774US* (USPS Registered Mail Tracking Number RR 519 390 774 US) and *Addendum #2 Private Discharging and Indemnity Bond No. RR519390638US* (USPS Registered Mail Tracking Number RR519390638US) held and secured by Henry M. Paulson, Jr., Secretary of the US Treasury.

10/17/2007

Date

\_\_\_\_\_  
Authorized Representative

\*\*\*\*\*

(see other side)

**Certified Copy**  
*[Handwritten signature]*  
11/21/8



**To:** CLARENCE MADDOX  
CLERK OF THE COURT FOR THE U.S.  
DISTRICT COURT FOR THE SOUTHERN  
DISTRICT OF FLORIDA  
301 NORTH MIAMI AVE., MIAMI, FL 33128

NOTICE TO OFFICERS/AGENTS OF THE UNITED STATES  
THIS DOCUMENT AND ATTACHMENTS ARE NOT INTENDED TO HARASS,  
INTIMIDATE, OFFEND, CONSPIRE, BLACKMAIL, COERCE, OR CAUSE ANXIETY,  
ALARM, DISTRESS OR IMPEDE PUBLIC PROCEDURES. THEY ARE PRESENTED  
PURSUANT TO LEGAL AUTHORITY TO FACILITATE THE STATED INTENTION OF  
ACHIEVING HONORABLE SETTLEMENT. ANY AFFIRMATION CONTRARY TO THIS  
STATED INTENTION WILL COMPRISE YOUR STIPULATION TO COMMITTING A  
FRAUD UPON THE COURT AND ACCEPTANCE OF LIABILITY THEREFROM.

**From:** Michael-David: Beiter, Jr.

**Re:** Case/Account No. FGJ 06-04-93 FTL, 07-6317-SNOW and ALL related matters  
Appointment of Fiduciary Trustee for *Bonded Promissory Note No. MB-10172007-PN*

**CC:** Henry M. Paulson, Jr.  
Secretary of the Treasury,  
United States Department of the Treasury

— FIDUCIARY INSTRUCTIONS —

The attached DEMAND-DEPOSIT INSTRUMENT, *Bonded Promissory Note No. MB-10172007-PN*, is hereby Presented under NOTARY SEAL by pre-arrangement with the DEPARTMENT OF THE TREASURY. TREASURY SECRETARY HENRY M PAULSON, JR is a CO-PAYEE on the Note and Holder of the SECURITIZATION BOND referenced thereon.

Please CREDIT the above-referenced ACCOUNT DOLLAR for DOLLAR for the *FULL VALUE* of the Note and Present it to Mr. PAULSON no later than Five (5) Days after the Date YOU Received it from the NOTARY. A Pre-addressed Certified Mail/RR Envelope with CERTIFICATES completed and attached has been provided for YOUR convenience.

**The COURT is hereby Authorized to utilize the REVENUE to its BENEFIT until Maturity.** In Consideration, YOU are expected to Issue a Settlement Statement, WARRANT or other Confirmation of Closure of CASE No.'s FGJ 06-04-93 FTL and 07-6317-SNOW reflecting the Posted CREDIT. You may also DEBIT any customary FEES and Mailing Costs. Please allow sixty (60) days for Final Reconciliation however customary BANKING PRACTICES via YOUR TREASURY ACCOUNT can shorten the duration.

Your copy of IRS Form 1040 V has been Attached to ensure TREASURY can Track the Transaction. The Payment Instrument has been marked (7005 0390 0003 2267 9681) and will be Monitored in Real Time to protect Mr. PAULSON's Interest. It is essential that you POST the CREDIT and make Presentment to the SECRETARY, or Return the Instrument for Cause with evidence of a substantive LEGAL DEFECT within three (3) days of Receipt. "Internal Regulations" and "Business as Usual" do not qualify as substantive LEGAL DEFECTS.

**NOTICE:** Failure to Post the CREDIT or Identify a DEFECT will be CERTIFIED by the NOTARY as your Stipulation to the VALE and Validity of the Instrument and Confession of a Theft of PUBLIC FUNDS when you DEFAULTED on the opportunity to Rebut. A Return of the Instrument without Cause will be CERTIFIED as a Conversion of Liability under PUBLIC POLICY and YOUR Agreement to ACT as the DEFENDANTS SURETY COMMERCIALY and CORPOREALLY as the Situation may require. In either case, the NOTARY's ADMINISTRATIVE JUDGMENT will Certify your Confession of having Failed to DEPOSIT FUNDS with TREASURY in a Pending JUDICIAL CASE.<sup>1</sup>

Any such Confession will be Recorded and Annexed to a Petition for a Hearing where YOU can Show Cause under Penalty of Perjury why YOU should not be COMPELLED to Pay for all Liabilities formerly attributed to the DEFENDANT and Remanded for Criminal Investigation. In the event the Petition is DISHONORED, the Confession will be annexed to a Criminal Complaint to be presented to the U.S. ATTORNEY [OR DISTRICT ATTORNEY or ATTORNEY GENERAL of the STATE OF FLORIDA], and if necessary, directly to the GRAND JURY pursuant to the DEFENDANTS Misprision of Felony Mandate. Interference with such Prosecution would Comprise Tampering, Concealing and Influencing a COURT OFFICER. The CRIMINAL INVESTIGATION DIVISION of IRS and the SOLICITOR GENERAL will be enlisted to SEIZE the FULL AMOUNT of the FUNDS from YOUR BOND on behalf of TREASURY, the ALIEN PROPERTY CUSTODIAN, and The OFFICE of FOREIGN ASSETS CONTROL, and Investigate whether the GAIN is being properly reported as Personal Property. The COMMERCIAL PROCESS will be AUDITED by PAUL MCNULTY of the PRESIDENTS CORPORATE FRAUD TASK FORCE.

**IT IS IMPERATIVE THAT YOUR RECORDS ARE NOT ALTERED OR DESTROYED INCLUDING OFF-BALANCE SHEET ACCOUNTING REGARDLESS OF ORDERS FROM SUPERIORS WHO MAY NOT SHARE YOUR LIABILITY AND WANT OF IMMUNITY.** A Subpoena will be Issued for a Certified Accounting and YOU will be afforded the opportunity under Penalty of Perjury to Disqualify the SETOFF, Identify the Surety, and Rebut the PUBLIC RECORD of Personal Liability and Confession to High Crimes. As I imagine YOU would welcome the

<sup>1</sup> [For your ref. only: 28 U.S.C. 2041]

Certified Copy  
M. Beiter  
7/20/18

opportunity to qualify YOUR Actions, a Demand for a Bill of Particulars will be annexed to a Complaint as a further courtesy. YOU may wish to Consult Private Counsel before Dishonoring the attached TENDER OF PAYMENT.

As an alternative, YOU may Confess to Full Compliance with PUBLIC POLICY by forwarding an Adjusted Settlement Statement reflecting the CREDIT and an ORDER Terminating CASE No.'s FGJ 06-04-93 FTL, 07-6317-SNOW so it is received no later than Ten (10) Days from this Postmark to:


Michael David Beiter, Jr.  
in care of: Patrick E. Drew, NOTARY PUBLIC  
140 Laurie Lane  
Oswego, IL 60543

Communication sent in any other manner will be Defective on its Face and ensure that the NOTARY Certifies the Conversion.

This Fiduciary Appointment is effective immediately and will continue through the term of the Note.

Thank You in Advance for YOUR Kind Cooperation.

10-24-2007  
Date

  
Michael David Beiter, Jr., Maker, Creditor  
Void where Prohibited by Law.

cc.

Henry M. Paulson, U.S. Trustee  
Office of Alien Property  
Civil Division  
c/o U.S. Department of the Treasury  
1500 Pennsylvania Avenue, N.W.  
Washington, D.C. 20220

Peter D. Keisler, Director  
Office of Alien Property  
Civil Division  
U.S. Department of Justice  
950 Pennsylvania Avenue, NW  
Washington, D.C. 20530-0001

Paul J. McNulty  
Deputy Attorney General  
U.S. Department of Justice  
950 Pennsylvania Avenue, NW  
Washington, D.C. 20530-0001

Chief Counsel or Nominee  
Office of Foreign Assets Control  
U.S. Department of the Treasury  
Treasury Annex  
1500 Pennsylvania Avenue, N.W.  
Washington, D.C. 20220

Paul D. Clement  
Solicitor General  
U.S. Department of Justice  
950 Pennsylvania Ave., NW  
Washington, D.C. 20530-0001

Certified Copy  
  
2/21/8



STATE OF FLORIDA UNIFORM COMMERCIAL CODE  
FINANCING STATEMENT AMENDMENT FORM

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON

B. SEND ACKNOWLEDGEMENT TO:

Name Michael David Belter Jr.

Address 5250 NB 160<sup>th</sup> Avenue

Address

City/State/Zip Williston, Florida 32696

FLORIDA SECURED  
TRANSACTION REGISTRY  
REC'D OCT 19 2007

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 20030460270X

1b.

This FINANCING STATEMENT AMENDMENT is to be filed  
[for record] (or recorded) in the REAL ESTATE RECORDS.

2. CURRENT RECORD INFORMATION - DEBTOR NAME - INSERT ONLY ONE DEBTOR NAME (2a OR 2b)

2a. ORGANIZATION'S NAME

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3. CURRENT RECORD INFORMATION - SECURED PARTY NAME - INSERT ONLY ONE SECURED PARTY NAME (3a OR 3b)

3a. ORGANIZATION'S NAME

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

4. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

5. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

6. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 9a or 9b and address of assignee in item 9c; and also give name of assignor in item 11.

7. ☐ AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in Items 8 and/or 9.

☐ CHANGE name and/or address: Give current record name in item 8a or 8b; Also give new name (if name change) in item 9a or 9b and/or new address (if address change) in item 9c.

☐ DELETE name: Give record name to be deleted in item 8a or 8b.

☐ ADD name: Complete item 9a or 9b, and 9c; also complete items 9d-9g (if applicable).

8. CURRENT RECORD INFORMATION - INSERT ONLY ONE NAME (8a OR 8b) - Do Not Abbreviate or Combine Names

8a. ORGANIZATION'S NAME

8b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

9. CHANGED (NEW) OR ADDED INFORMATION: - INSERT ONLY ONE NAME (9a OR 9b) - Do Not Abbreviate or Combine Names

9a. ORGANIZATION'S NAME

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

9c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

9d. TAX ID#

REQUIRED ADD'L INFO  
RE: ORGANIZATION  
DEBTOR

9e. TYPE OF ORGANIZATION

9f. JURISDICTION OF ORGANIZATION

9g. ORGANIZATIONAL ID#

☐ NONE

10. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☒ added, or give entire ☐ revised collateral description, or describe collateral ☐ assigned.

Bonded Promissory Note MB-10172007-PN sent Certified Mail 70050330000322679681 released to the Clerk of Court for the United States District Court for the Southern District of Florida on October 18, 2007. Bonded Promissory Note MB-10172007-PN released to Clarence Maddox, Clerk of Court for the United States District Court for the Southern District of Florida on October 18, 2007.

11. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor, which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

11a. ORGANIZATION'S NAME

11b. INDIVIDUAL'S LAST NAME

FIRST-NAME

MIDDLE-NAME

SUFFIX

Belter Jr.

Michael

David

OPTIONAL FILER REFERENCE DATA

STANDARD FORM - FORM UCC-3 (REV. 12/2003)

Filing Office Copy

Approved by the Secretary of State, State of Florida

Certified Copy  
7/21/08

Michael David Beiter Jr.  
5250 NE 160<sup>th</sup> Avenue  
Williston, Florida

2/19/08

Frank Y. Ng  
DEPUTY COMMISSIONER INTERNATIONAL  
P.O. BOX 920  
BENSALEM, PA 19020  
Certified Mail 70042510000540781026, proof of acceptance of terms attached


**Attention: RE STATUS VIA W-8BEN**

Dear Commissioner:

Please change my status to reflect the attached documents, including the  
"Declaration of Michael-David Jr; Beiter, a Living Man."

RECEIVED  
MAR 03 2008

Sincerely,

  
Michael David Beiter Jr.

Cc: Henry M. Paulsen, Jr. Secretary of the US Treasury-  
1500 Pennsylvania Ave NW  
Washington, D.C. 20220  
Certified mail 70042890000437347949

**Certified Copy**  




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Official Business  
Penalty for Private Use, \$300

Internal Revenue Service  
Philadelphia, PA 19255

Department of the Treasury - Internal Revenue Service

Form 3599

(Rev. January 1983)

## Return of Documents to Taxpayer

Date \_\_\_\_\_

APR 4 3 1904

We are returning the documents checked at the right. Please keep them for your records unless otherwise indicated.

Thank you for your cooperation.

101

Documents returned

## Recipes

Forms W-2

Cancelled checks

**Declaration of Michael-David Jr.; Beiter, a Living Man,**  
Hereby attached to and incorporated as a part of Form W-8BEN

I, Michael-David Jr.; Beiter, being a Man Created in the Image of God, My Creator, and Living on the Soil within the Organic, Geographic Boundaries of Florida State/Republic/ Country/Nation, hereby Declare and Proclaim, in Honor and at arm's length, the following:

1. I deny I am a U.S. CITIZEN or other U.S. PERSON, RESIDENT, INDIVIDUAL, including a RESIDENT ALIEN INDIVIDUAL.
2. I deny I am a PERSON claiming income that is effectively connected with the conduct of a trade or business in the UNITED STATES.
3. I deny I am a PERSON acting as an intermediary.
4. I deny that Lawful Money of The United States of America currently exists in circulation, and thus, I am forced to accept and use FEDERAL RESERVE NOTES in My Private or/and Commercial activities.
5. I deny the compelled obligation for using FEDERAL RESERVE NOTES.
6. I deny the Liability for the NATIONAL DEBT of the UNITED STATES.
7. I deny I am a WARD of the STATE OF FLORIDA and/or UNITED STATES
8. I deny I am incompetent to handle My own affairs

**Statement of Notional Principal Contracts:** I hereby revoke, rescind, refute and cancel My signature from all contracts, including, but not limited to, unilateral contracts, made by Me, or made for Me by accommodation, or made by presumption, by PERSONS acting for Me as My guardian without providing Me with full disclosure of said contracts.

**References incorporated as a part hereof:**

FLORIDA APOSTILLE Certificate Number 2007-9820 and 26 C.F.R. 301.6109-1

Date executed: February 19th, A. D. 2008.

**All Rights and Remedies Reserved.**

As My Word is My Bond;  
duly tendered in Honor,

  
\_\_\_\_\_, a Living Man  
without the UNITED STATES

Seal

Witness: 

Witness: 



# Certificate of Foreign Status of Nonresident Alien for United States Tax Withholding

Section references are to the Internal Revenue Code. See separate instructions.  
Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-0047

Do not use this form for:

- A U.S. citizen or other U.S. person, including a resident alien individual. Instead, use Form: **W-9**
  - A person claiming an exemption from U.S. withholding on income effectively connected with the conduct of a trade or business in the United States. **W-8ECI**
  - A foreign partnership, a foreign simple trust, or a foreign grantor trust (see instructions for exceptions). **W-8ECI** or **W-8IMY**
  - A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign estate, foundation, or government of a U.S. possession that received effectively connected income or that is claiming the application of sections 115(2), 501(c), 892, 895, or 1443(b) (see instructions). **W-8ECI** or **W-8EXP**
- Note: These entities should use Form W-8BEN if they are claiming treaty benefits or are providing the form only to document that a foreign person is exempt from backup withholding.*
- A person acting as an intermediary. **W-8IMY**
- Note: See instructions for additional exceptions.*

## Part I Identification of Nonresident Alien

1 Name of human being, individual, or organization that is the Nonresident Alien <b>Michael-David Jr.; Bolter</b>		2 Country of incorporation or organization <b>None</b>	
3 Type of nonresident alien: <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Disregarded entity <input type="checkbox"/> Partnership <input type="checkbox"/> Simple trust <input type="checkbox"/> Grantor trust <input type="checkbox"/> Complex trust <input type="checkbox"/> Estate <input type="checkbox"/> Government <input type="checkbox"/> International organization <input type="checkbox"/> Central bank of issue <input type="checkbox"/> Tax-exempt organization <input type="checkbox"/> Private foundation <input checked="" type="checkbox"/> Transient foreigner			
4 Permanent address (street, apt. or suite no., or rural route). <b>N/A</b>			
City or town, state or province. Include postal code where appropriate. <b>N/A</b>		Country (do not abbreviate) <b>N/A</b>	
5 Mailing address (if different from above) <b>non-domestic c/o United States Post Office, Postmaster, c/o 5250 North East 160th Avenue</b>			
City or town, state or province. Include postal code where appropriate. <b>Williston city, County of Levy, Florida State (FPUO 32696)</b>		Country (do not abbreviate) <b>Florida Country</b>	
6 Identification number <b>None</b> <input type="checkbox"/> ITIN <input type="checkbox"/> EIN		7 Foreign tax identifying number, if any <b>None</b>	
8 Reference number(s) (see instructions)			

## Part II Claim of Tax Treaty Benefits (if applicable)

9 I certify that (check all that apply):

- ☐ The nonresident alien is a resident of \_\_\_\_\_ within the meaning of the income tax treaty between the United States and that country.
- ☐ If required, the identification number is stated on line 6 (see instructions).
- ☐ The nonresident alien is not an individual, derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits (see instructions).
- ☐ The nonresident alien is not an individual, is claiming treaty benefits for dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation, and meets qualified resident status (see instructions).
- ☐ The nonresident alien is related to the person obligated to pay the income within the meaning of section 267(b) or 707(b), and will file Form 8833 if the amount subject to withholding received during a calendar year exceeds, in the aggregate, \$500,000.

10 Special rates and conditions (if applicable—see instructions): The beneficial owner is claiming the provisions of Article \_\_\_\_\_ of the treaty identified on line 9a above to claim a \_\_\_\_\_ % rate of withholding on (specify type of income): \_\_\_\_\_  
Explain the reasons the nonresident alien meets the terms of the treaty article: \_\_\_\_\_

## Part III Notional Principal Contracts

11 ☒ I have provided or will provide a statement that identifies those notional principal contracts from which the income is not effectively connected with the conduct of a trade or business in the United States.

## Part IV Certification

Under penalties of perjury from without the "United States" in accordance with 26 U.S.C. 1746(1), I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete when filed and only in a state court with a jury trial. I further certify under penalties of perjury that:

- I am the nonresident alien (or am authorized to sign for the nonresident alien) of all the transactions to which this form relates.
- The nonresident alien is NOT a U.S. person and is not liable for withholding or paying income taxes or filing returns under the 26 U.S.C. or 26 C.F.R.
- The income to which this form relates is not effectively connected with the conduct of a trade or business in the United States and is not subject to tax under the income tax law or treaty, and
- The broker, transferee, or other exchanges, the nonresident alien is a "foreign estate" as defined under 26 U.S.C. 7701 (a)(31).

Further note: Information submitted on this form is considered licensed and may not be provided to any government organization, third party, or entered into any electronic information system. Violators of this copyright shall be subject to a \$100,000 per copy liability for each such unlawful transfer.

Sign Here

Signature of nonresident alien (or person authorized to sign for nonresident alien)

02-13-2006

Floridian

Date (MM-DD-YY)

Capacity (withholding)

3/19/08

Date: 3/19

Dear Whomever,

As the Principal and owner of Treasury Direct Account #595-32-8748, Your name I request you file the Federal tax forms 1099 OID. and 1096 for tax period(s) Year(s) in question and any other returns that are due for me.

Please file the liabilities as taxable income to me, but omit filing or posting deductions against the taxable income to me or making adjustments to dilute the liability on taxable income as, that is a conflict of interest. This request is for return for settlement and closing in exchange Treasury Direct Account # 595-32-8748-.

On the 1099.OID. the correction box at the top should be checked and also the Treasury Direct Number #595-32-8748 is to be placed as the account number at the bottom of the 1099.OID. form under Recipient to prevent identity theft and the account being intercepted and diverted (deferred) if left open.

By: 

Authorized Representative

Certified Copy  
  
3/21/8



☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no. 1000 Pennsylvania Ave. NW Washington DC 20004		1 Original issue discount for 2007 \$ 00,000,000.00	OMB No. 1545-0117 <b>2007</b> Form 1099-OID
		2 Other periodic interest \$ 0	
PAYER'S federal identification number 00-324219	RECIPIENT'S identification number	3 Early withdrawal penalty \$ 0	4 Federal income tax withheld \$
RECIPIENT'S name John A. Smith Street address (including apt. no.) 1000 Pennsylvania Ave. NW City, state, and ZIP code Washington DC 20004 Account number (see instructions) 00-324219		5 Description Pay to the United States Treasury 1040 Variable Bonded Treasury Note	Form 1099-OID
		6 Original issue discount on U.S. Treasury obligations \$ 0	
		7 Investment expenses \$ 0	
2nd TIN not. <input type="checkbox"/>			

Original Issue Discount

Copy C  
For Payer

For Privacy Act and Paperwork Reduction Act Notice, see the 2007 General Instructions for Forms 1099, 1098, 5498, and W-2G.

Form 1099-OID

Department of the Treasury - Internal Revenue Service

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no. 1000 Pennsylvania Ave. NW Washington DC 20004		1 Original issue discount for 2007 \$ 00,000,000.00	OMB No. 1545-0117 <b>2007</b> Form 1099-OID
		2 Other periodic interest \$ 0	
PAYER'S federal identification number 00-324219	RECIPIENT'S identification number	3 Early withdrawal penalty \$ 0	4 Federal income tax withheld \$
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		6 Original issue discount on U.S. Treasury obligations \$ 0	
		7 Investment expenses \$ 0	
2nd TIN not. <input type="checkbox"/>			

Original Issue Discount

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For Payer

For Privacy Act and Paperwork Reduction Act Notice, see the 2007 General Instructions for Forms 1099, 1098, 5498, and W-2G.

Form 1099-OID

Department of the Treasury - Internal Revenue Service

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no.		1 Original issue discount for 2007 \$	OMB No. 1545-0117 <b>2007</b> Form 1099-OID
		2 Other periodic interest \$	
PAYER'S federal identification number	RECIPIENT'S identification number	3 Early withdrawal penalty \$	4 Federal income tax withheld \$
RECIPIENT'S name Street address (including apt. no.) City, state, and ZIP code Account number (see instructions)		5 Description	Form 1099-OID
		6 Original issue discount on U.S. Treasury obligations \$	
		7 Investment expenses \$	
2nd TIN not. <input type="checkbox"/>			

Original Issue Discount

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For Payer

For Privacy Act and Paperwork Reduction Act Notice, see the 2007 General Instructions for Forms 1099, 1098, 5498, and W-2G.

Form 1099-OID

Department of the Treasury - Internal Revenue Service

1096

Annual Summary and Transmittal of  
U.S. Information Returns

07

MICHAEL DAVID BEITER JR

Street address, including room or suite number

5250 NW 160th Avenue

City, state, and ZIP code

WILLISTON FLORIDA 32696

Telephone number

Fax number

Facsimile number

For Official Use Only



1. Employer identification number 2. EIN or SSN 3. Filer's name 4. Filer's address 5. Filer's phone number

595328748 595-328-8748 1 \$ 300,000,000.00

6. Filer's address (if different from 4) 7. Filer's phone number (if different from 5)

8. Filer's address (if different from 4) 9. Filer's phone number (if different from 5)

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130. Filer's address (if different from 4) 131. Filer's phone number (if different from 5)

Return this entire page to the Internal Revenue Service. Photocopies are not acceptable.

Under penalties of perjury, I declare that I have examined this return and accompanying documents, and, to the best of my knowledge and belief, they are true, correct, and complete.

Signature ▶

Title ▶

Date ▶

## Instructions

**Purpose of form.** Use this form to transmit paper Forms 1099, 1098, 5498, and W-2G to the Internal Revenue Service. Do not use Form 1096 to transmit electronically or magnetically. For magnetic media, see Form 4804, Transmittal of Information Returns Reported Magnetically; for electronic submissions, see Pub. 1220, Specifications for Filing Forms 1099, 1098, 5498, and W-2G Electronically or Magnetically.

**Who must file.** The name, address, and TIN of the filer on this form must be the same as those you enter in the upper left area of Forms 1099, 1098, 5498, or W-2G. A filer includes a payer; a recipient of mortgage interest payments (including points) or student loan interest; an educational institution; a broker; a barter exchange; a creditor; a person reporting real estate transactions; a trustee or issuer of any individual retirement arrangement, a Coverdell ESA, an HSA, an Archer MSA (including a Medicare Advantage MSA); certain corporations; certain donees of motor vehicles, boats, and airplanes; and a lender who acquires an interest in secured property or who has reason to know that the property has been abandoned.

**Preaddressed Form 1096.** If you received a preaddressed Form 1096 from the IRS with Package 1099, use it to transmit paper Forms 1099, 1098, 5498, and W-2G to the Internal Revenue Service. If any of the preprinted information is incorrect, make corrections on the form.

If you are not using a preaddressed form, enter the filer's name, address (including room, suite, or other unit number), and TIN in the spaces provided on the form.

**When to file.** File Form 1096 as follows.

- With Forms 1099, 1098, or W-2G, file by February 28, 2008.
- With Forms 5498, 5498-ESA, or 5498-SA, file by June 2, 2008.

## Where To File

Except for Form 1098-C, send all information returns filed on paper with Form 1096 to the following:

If your principal business, office or agency, or legal residence in the case of an individual, is located in

Use the following Internal Revenue Service Center address

Alabama, Arizona, Arkansas, Connecticut, Delaware, Florida, Georgia, Kentucky, Louisiana, Maine, Massachusetts, Mississippi, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, Texas, Vermont, Virginia, West Virginia

Austin, TX 73201

Alaska, California, Colorado, District of Columbia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Maryland, Michigan, Minnesota, Missouri, Montana, Nebraska, Nevada, North Dakota, Oklahoma, Oregon, South Carolina, South Dakota, Tennessee, Utah, Washington, Wisconsin, Wyoming

Kansas City, MO 64109

For more information and the Privacy Act and Paperwork Reduction Act Notice, see the 2007 General Instructions for Forms 1099, 1098, 5498, and W-2G.

Cat. No. 144000

Form 1096-0007

Certified Copy  
mle  
7/21/8



# 2007 Form 1040-V



Department of the Treasury  
Internal Revenue Service

## What Is Form 1040-V and Do You Have To Use It?

It is a statement you send with your check or money order for any balance due on the "Amount you owe" line of your 2007 Form 1040. Using Form 1040-V allows us to process your payment more accurately and efficiently. We strongly encourage you to use Form 1040-V, but there is no penalty if you do not.

## How To Fill In Form 1040-V

**Line 1.** Enter your social security number (SSN). If you are filing a joint return, enter the SSN shown first on your return.

**Line 2.** If you are filing a joint return, enter the SSN shown second on your return.

**Line 3.** Enter the amount you are paying by check or money order.

**Line 4.** Enter your name(s) and address exactly as shown on your return. Please print clearly.

## How To Prepare Your Payment

- Make your check or money order payable to the "United States Treasury." Do not send cash.
- Make sure your name and address appear on your check or money order.
- Enter "2007 Form 1040," your daytime phone number, and your SSN on your check or money order. If you are filing a joint return, enter the SSN shown first on your return.
- To help process your payment, enter the amount on the right side of your check like this: \$ XXX.XX. Do not use dashes or lines (for example, do not enter "\$ XXX—" or "\$ XXX  $\frac{xx}{100}$ ").

## How To Send In Your 2007 Tax Return, Payment, and Form 1040-V

- Detach Form 1040-V along the dotted line.
- Do not staple or otherwise attach your payment or Form 1040-V to your return or to each other. Instead, just put them loose in the envelope.
- Mail your 2007 tax return, payment, and Form 1040-V in the envelope that came with your 2007 Form 1040 instruction booklet.

**Note.** If you do not have that envelope or you moved or used a paid preparer, mail your return, payment, and Form 1040-V to the address shown on the back that applies to you.

**Paperwork Reduction Act Notice.** We ask for the information on Form 1040-V to help us carry out the Internal Revenue laws of the United States. If you use Form 1040-V, you must provide the requested information. Your cooperation will help us ensure that we are collecting the right amount of tax.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Internal Revenue Code section 6103.

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For the estimated averages, see the instructions for your income tax return. If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.

Cat. No. 20975C

Form **1040-V** (2007)

▼ Detach Here and Mail With Your Payment and Return ▼

Form <b>1040-V</b> Department of the Treasury Internal Revenue Service (99)		Payment Voucher		OMB No. 1545-0074	
		▶ Do not staple or attach this voucher to your payment or return.		2007	
Print or type	1 Your social security number (SSN)	2 If a joint return, SSN shown second on your return	3 Amount you are paying by check or money order	Dollars	Cents
	595 : 32 : 8748	:	:	300,000,000	00
	4 Your first name and initial MICHAEL D		Last name BEITER		
	If a joint return, spouse's first name and initial		Last name		
Home address (number and street) 5250 NE 160TH AVE				Apt. no.	
City, town or post office, state, and ZIP code (if a foreign address, enter city, province or state, postal code, and country) WILLISTON FLORIDA 32696					

Cat. No. 20975C

*Certified Copy*  
*7/21/08*

## Notice Concerning Fiduciary Relationship

OMB No. 1545-0013

(Internal Revenue Code sections 6036 and 6903)

### Part I Identification

Name of person for whom you are acting (as shown on the tax return) <b>MICHAEL D BEITER JR</b>	Identifying number	Decedent's social security no. <b>595 : 32 : 8748</b>
Address of person for whom you are acting (number, street, and room or suite no.) <b>5250 NE 160TH AVE</b>		
City or town, state, and ZIP code (If a foreign address, see instructions.) <b>WILLISTON FLORIDA 32696</b>		
Fiduciary's name <b>CLARENCE MADDOX CLERK OF THE COURT U.S.D.C. FLORIDA S/C</b> <b>HENRY M. PAULSON JR., SECRETARY OF THE TREASURY, SUCCESSORS AND/OR ASSIGNS</b>		
Address of fiduciary (number, street, and room or suite no.) <b>1500 Pennsylvania Avenue NW</b>		
City or town, state, and ZIP code <b>Washington, DC 20220</b>	Telephone number (optional) <b>( 999 ) 999-9999</b>	

### Part II Authority

1 Authority for fiduciary relationship. Check applicable box:

- a(1) ☒ Will and codicils or court order appointing fiduciary . . . . . (2) Date of death . . . . .  
b(1) ☒ Court order appointing fiduciary . . . . . (2) Date (see instructions) . . . . .  
c ☒ Valid trust instrument and amendments  
d ☒ Other. Describe **ALL COMMERCIAL TRANSACTIONS AS DIRECTED**

### Part III Nature of Liability and Tax Notices

- 2 Type of tax (estate, gift, generation-skipping transfer, income, excise, etc.) **▶ All**  
3 Federal tax form number (706, 1040, 1041, 1120, etc.) **▶ All**  
4 Year(s) or period(s) (if estate tax, date of death) **▶ 1969 TO 2008**  
5 If the fiduciary listed in Part I is the person to whom notices and other written communications should be sent for **all** items described on lines 2, 3, and 4, check here **▶ ☒**  
6 If the fiduciary listed in Part I is the person to whom notices and other written communications should be sent for **some** (but not all) of the items described on lines 2, 3, and 4, check here **▶ ☒** and list the applicable Federal tax form number and the year(s) or period(s) applicable **COPIES ONLY**

### Part IV Revocation or Termination of Notice

#### Section A—Total Revocation or Termination

- 7 Check this box if you are revoking or terminating all prior notices concerning fiduciary relationships on file with the Internal Revenue Service for the same tax matters and years or periods covered by this notice concerning fiduciary relationship **▶ ☐**  
Reason for termination of fiduciary relationship. Check applicable box:  
a ☐ Court order revoking fiduciary authority  
b ☐ Certificate of dissolution or termination of a business entity  
c ☐ Other. Describe **▶**

#### Section B—Partial Revocation

- 8a Check this box if you are revoking earlier notices concerning fiduciary relationships on file with the Internal Revenue Service for the same tax matters and years or periods covered by this notice concerning fiduciary relationship **▶ ☐**  
b Specify to whom granted, date, and address, including ZIP code.  
**▶**

#### Section C—Substitute Fiduciary

- 9 Check this box if a new fiduciary or fiduciaries have been or will be substituted for the revoking or terminating fiduciary and specify the name(s) and address(es), including ZIP code(s), of the new fiduciary(ies) **▶ ☐**  
**▶**

*Certified Copy*  
*[Signature]*  
*7/21/08*



**Part V Court and Administrative Proceedings**

Name of court (if other than a court proceeding, identify the type of proceeding and name of agency) <b>U.S.D.C. SOUTHERN DISTRICT OF FLORIDA case # FGJ 06-04-03 &amp; 07-6317</b>		Date proceeding initiated	
Address of court <b>31 NORTH MIAMI AVENUE</b>		Docket number of proceeding <b>FGJ 06-04-03 &amp; 07-6317</b>	
City or town, state, and ZIP code <b>MIAMI FL 33128</b>	Date	Time a.m. p.m.	Place of other proceedings

**Part VI Signature**

<b>Please Sign Here</b>	I certify that I have the authority to execute this notice concerning fiduciary relationship on behalf of the taxpayer.		
	Fiduciary's signature	Title, if applicable	Date

**Certified Copy**  
*Me Galt*  
*7/21/8*

**Certified mail #**

United States District Court 7007 3020 0002 0127 3477

Henry M. Paulson 7007 3020 0002 0127 3460

Internal revenue service 7007 3020 0002 0127 3484

Certified Copy  
meing  
7/21/8





U.S. Department of Justice

United States Marshals Service

Office of General Counsel

---

Washington, DC 20530-1000

September 2, 2008

Michael David Beiter Jr. living soul  
c/o Karen Vulgamore, Notary Public  
6555 Powerline Road # 103  
Fort Lauderdale, FL 33309

RE: Freedom of Information/Privacy Act Request No. 2008USMS12347

Dear Mr. Beiter:

The United States Marshals Service is in receipt of your Freedom of Information/Privacy Act request for records maintained by this Bureau. We have commenced a search for documents responsive to your request and will contact you when our processing is complete.

Although we are unable to determine at this time the amount of fees to be charged to you, if any, the filing of your request constitutes your agreement to pay all applicable fees that may be charged under 28 C.F.R. § 16.11 or § 16.49, up to \$25.00. You will be notified as soon as practicable if the estimated or actual fee for satisfying your request exceeds \$25.00.

If you have any questions regarding your request, please send all inquiries to the address indicated above, attention Gerleta Foreman.

Sincerely,

William E. Bordley  
Associate General Counsel/FOIPA Officer  
Office of General Counsel

Department of Justice

U.S. Marshals Service Headquarters

NO 20530-1000

PSN  
Metric Use \$300



UNITED STATES POSTAGE  
U.S. OFFICIAL MAIL  
PENALTY FOR  
PRIVATE USE \$300  
FIFTY DOLLARS  
02 1A  
0004205932 SEP 03 2008  
\$ 00.42<sup>0</sup>  
MAILED FROM ZIP CODE 22202

Michael David Beiter Jr. living soul  
c/o Karen Vulgamore, Notary Public  
6555 Powerline Road #103  
Fort Lauderdale, FL 33309

33309+2048





**DUE PRESENTMENT UNDER NOTARY SEAL**  
**DEMAND FOR PERFORMANCE**  
NOTICE TO AGENT IS NOTICE TO PRINCIPAL  
(2 PAGES)

FROM: Michael David Beiter Jr.  
c/o Karen Vulgamore, Notary Public  
6555 Powerline Road #102  
Fort Lauderdale, Florida [33309]

NOTICE TO:

**Michelle L. Lavoro d/b/a MICHELLE L. LAVORO, SPECIAL AGENT, IRS**

300 Lock Road, Room 200

Deerfield Beach, Florida [Zoning Improvement Plan Numbered 33442]

transmitted by certified ("U.S.") mailed article numbered 70042510000540782481;

**Honorable Grand Jury Foreman**, Grand Jury of the United States District Court

299 East Broward Boulevard First Floor

Fort Lauderdale, Florida [Zoning Improvement Plan Number 33301] transmitted by certified ("U.S.") mailed article numbered 70042510000540782443;

**FBI- Miami Office**-16320 Northwest Second Avenue,

Miami, Florida [Zoning Improvement Plan Number 33169] transmitted by certified ("U.S.") mailed article numbered 70042150000540782450;

**R. Alexander Acosta d/b/a R. ALEXANDER ACOSTA, U.S. ATTORNEY** -500 E. Broward Boulevard, #700,

Ft. Lauderdale, Florida [Zoning Improvement Plan Number 33394] transmitted by certified ("U.S.") mailed article numbered 70042510000540782467;

**Charlie Crist d/b/a CHARLIE CRIST, GOVERNOR**- 420 E. Jefferson Street,

Tallahassee, Florida [Zoning Improvement Plan Number 32301] transmitted by certified ("U.S.") mailed article numbered 70042510000540782474;

**Bill McCollum d/b/a BILL MCCOLLUM, ATTORNEY GENERAL, FLORIDA**-The Capitol PL-01,

Tallahassee, Florida [Zoning Improvement Plan Number 32399-1050] transmitted by certified ("U.S.") mailed article numbered 70041160000162406118;

**Cliff Stearns d/b/a CLIFF STEARNS, CONGRESSMAN**- 115 South East 25<sup>th</sup> Avenue,

Ocala, Florida [Zoning Improvement Plan Number 34471] transmitted by certified ("U.S.") mailed article numbered 70041160000162406101;

**Darci Smith d/b/a DARCI SMITH, CID, IRS**- 6511 Pelican Terrace,

Coconut Creek, Florida [Zoning Improvement Plan Number 33307] transmitted by certified ("U.S.") mailed article numbered 70041160000162406200;

**Bertha Mitrani d/b/a BERTHA MITRANI, ASS U.S. ATTORNEY** as well as **Jed Silversmith d/b/a JED SILVERSMITH, ASS**

**U.S. ATTORNEY**-500 East Broward Boulevard, #700, Fort Lauderdale, Florida [Zoning Improvement Plan Number 33394] transmitted by certified ("U.S.") mailed article numbered 70060100000459829148;

**Roger Harris Stefin d/b/a ROGER H. STEFIN, ASSISTANT US ATTORNEY**- 500 East Broward Boulevard, Suite 700

Fort Lauderdale, Florida [Zoning Improvement Plan Numbered 33394] transmitted by certified ("U.S.") mailed article numbered 70041160000162406125;

**William E. Bordley d/b/a WILLIAM E. BORDLEY, ASSOCIATE GENERAL COUNSEL/FOIPA OFFICER**-

U.S. DEPARTMENT OF JUSTICE

OFFICE OF GENERAL COUNSEL, Washington, D.C. [Zoning Improvement Plan Number 20530-1000]

transmitted by certified ("U.S.") mailed article number 70041160000162406132;

**Darlene Stewart d/b/a DARLENE STEWART, IRS, DISCLOSURE OFFICER (#12-10676)**

985 Michigan Room 1050, Detroit, USA [Zoning Improvement Plan # 48226] transmitted by certified ("U.S.") mailed article numbered 70041160000162406156;

**R.L. Commerson (Employee ID 56-688338), "Disclosure Manager, Greensboro Office"**

c/o IRS, Disclosure Office 7, Room 409, 320 Federal Place North Carolina USA [Zoning Improvement Plan number 27401] transmitted by certified ("U.S.") mailed article numbered 70041160000162406163;

**Antoinette Parker d/b/a ANTOINETTE PARKER, FOIA SPECIALIST**

UNITED STATES DEPARTMENT OF JUSTICE, #11050

1425 NEW YORK AVENUE, NW, WASHINGTON, DC [Zoning improvement Plan Number 20530] transmitted by certified ("U.S.") mailed article numbered 70041160000162406170;

**Carmen L. Mallon d/b/a CARMEN L. MALLON, CHIEF OF STAFF**

Washington, DC [Zoning Improvement Plan Number 20530-1000] transmitted by certified ("U.S.") mailed article numbered 70041160000162406187;

**Richard Koss d/b/a RICHARD KOSS, POSTAL INSPECTOR**

3400 Lakeside Drive, 6<sup>th</sup> Floor

Miramar, Florida [Zoning improvement Plan Number 33027-3242] transmitted by certified ("U.S.") mailed article numbered 70041160000162406194;

**John (Jack) E. Potter d/b/a JOHN POTTER, POSTMASTER AND CEO**

United States Postal Service

475 L' Enfant Plaza SW, Washington DC, [Zoning improvement Plan Number 20260] transmitted by certified ("U.S.") mailed article numbered 70042510000540785017;

**Kendrick Meek d/b/a KENDRICK MEEK, CONGRESSMAN**

111 NW 183rd<sup>th</sup> Street, Suite 315

Miami, FL [Zoning Improvement Plan Number 33169] transmitted by certified ("U.S.") mailed article numbered 70042510000540782436;

**Kenneth W. Kaiser d/b/a KENNETH W. KAISER, ASSISTANT DIRECTOR, CID**

U.S. DEPARTMENT OF JUSTICE, Washington DC [Zoning improvement Plan Number 20535-0001] transmitted by certified ("U.S.") mailed article numbered 70041160000162406149.

And all and sundry whom this either does or may concern.

To All Noticed Parties, Principals and Agents, named or otherwise:

At the request of The Michael David Beiter Jr., reportedly a real party in interest, and under authority of the State of Florida, **due presentment** is hereby made of:

**EXPRESS NOTICE OF INTRODUCTION- "MDB051809"**, dated 5/1/09, (5 pages);

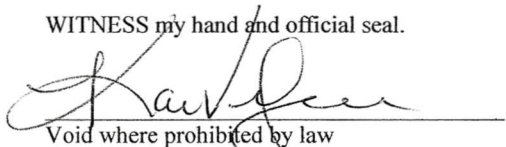
**U.S. DEPARTMENT OF JUSTICE WRITING**, dated 9/2/08, (2 pages);

**PUBLIC SERVANT'S QUESTIONNAIRE**, (3 pages);

**PRIVACY ACT REQUEST and FREEDOM OF INFORMATION ACT REQUEST WHERE APPLICABLE**, dated 5/16/09, (5 pages).

To maintain honor and receive the grace extended, please take twenty (20) days to respond to this mailing sent via Certified ("U.S.") Mailing Number 70042510000540782481 as well as other certified mailing referenced. Your response is to be sent in care of the undersigned notary public at the address noted above so it is received no later than twenty (20) days beyond the postmark of this presentment. Non-performance will be certified and recorded in accord with governing law(s).

WITNESS my hand and official seal.

 (Seal)  
Void where prohibited by law

5/18/09  
Date

My commission expires: 11-11-12

(Stamp)  
NOTARY PUBLIC-STATE OF FLORIDA  
Karen Vulgamore  
Commission # DD836926  
Expires: NOV. 11, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.

[Note: Notary Public, Karen Vulgamore, ("Vulgamore") is not an attorney; is not licensed to practice law in the state of Florida and has not given legal advice nor accepted fees for legal advice. Vulgamore provided no assistance in the preparation of the above referenced documents; and has no interest in any issue referenced therein. Vulgamore is not a party to this action and is ONLY acting in an authorized capacity as liaison to communications between the parties.]



# NOTARY'S CERTIFICATE OF SERVICE (2 pages)

It is hereby certified, that on or about, the date noted below, the undersigned Notary Public mailed to:

**Michelle L. Lavoro d/b/a MICHELLE L. LAVORO, SPECIAL AGENT, IRS**

300 Lock Road, Room 200

Deerfield Beach, Florida [Zoning Improvement Plan Numbered 33442]

transmitted by certified ("U.S.") mailed article numbered 70042510000540782481;

**Honorable Grand Jury Foreman, Grand Jury of the United States District Court**

299 East Broward Boulevard First Floor

Fort Lauderdale, Florida [Zoning Improvement Plan Number 33301] transmitted by certified ("U.S.") mailed article numbered

70042510000540782443;

**FBI- Miami Office-16320 Northwest Second Avenue,**

Miami, Florida [Zoning Improvement Plan Number 33169] transmitted by certified ("U.S.") mailed article numbered 70042150000540782450;

**R. Alexander Acosta d/b/a R. ALEXANDER ACOSTA, U.S. ATTORNEY -500 E. Broward Boulevard, #700,**

Ft. Lauderdale, Florida [Zoning Improvement Plan Number 33394] transmitted by certified ("U.S.") mailed article numbered

70042510000540782467;

**Charlie Crist d/b/a CHARLIE CRIST, GOVERNOR- 420 E. Jefferson Street,**

Tallahassee, Florida [Zoning Improvement Plan Number 32301] transmitted by certified ("U.S.") mailed article numbered 70042510000540782474;

**Bill McCollum d/b/a BILL MCCOLLUM, ATTORNEY GENERAL, FLORIDA-The Capitol PL-01,**

Tallahassee, Florida [Zoning Improvement Plan Number 32399-1050] transmitted by certified ("U.S.") mailed article numbered

70041160000162406118;

**Cliff Stearns d/b/a CLIFF STEARNS, CONGRESSMAN- 115 South East 25<sup>th</sup> Avenue,**

Ocala, Florida [Zoning Improvement Plan Number 34471] transmitted by certified ("U.S.") mailed article numbered 70041160000162406101;

**Darci Smith d/b/a DARCI SMITH, CID, IRS- 6511 Pelican Terrace,**

Coconut Creek, Florida [Zoning Improvement Plan Number 33307] transmitted by certified ("U.S.") mailed article numbered

70041160000162406200;

**Bertha Mitrani d/b/a BERTHA MITRANI, ASS U.S. ATTORNEY as well as Jed Silversmith d/b/a JED SILVERSMITH, ASS**

**U.S. ATTORNEY-500 East Broward Boulevard, #700, Fort Lauderdale, Florida [Zoning Improvement Plan Number 33394] transmitted by certified**

**("U.S.") mailed article numbered 70060100000459829148;**

**Roger Harris Stefin d/b/a ROGER H. STEFIN, ASSISTANT US ATTORNEY- 500 East Broward Boulevard, Suite 700**

Fort Lauderdale, Florida [Zoning Improvement Plan Numbered 33394] transmitted by certified ("U.S.") mailed article numbered

70041160000162406125;

**William E. Bordley d/b/a WILLIAM E. BORDLEY, ASSOCIATE GENERAL COUNSEL/FOIPA OFFICER-**

**U.S. DEPARTMENT OF JUSTICE**

OFFICE OF GENERAL COUNSEL, Washington, D.C. [Zoning Improvement Plan Number 20530-1000]

transmitted by certified ("U.S.") mailed article number 70041160000162406132;

**Darlene Stewart d/b/a DARLENE STEWART, IRS, DISCLOSURE OFFICER (#12-10676)**

985 Michigan Room 1050, Detroit, USA [Zoning Improvement Plan # 48226] transmitted by certified ("U.S.") mailed article numbered

70041160000162406156;

**R.L. Commerson (Employee ID 56-688338), "Disclosure Manager, Greensboro Office"**

c/o IRS, Disclosure Office 7, Room 409, 320 Federal Place North Carolina USA [Zoning Improvement Plan number 27401] transmitted by certified

**("U.S.") mailed article numbered 70041160000162406163;**

**Antoinette Parker d/b/a ANTOINETTE PARKER, FOIA SPECIALIST**

UNITED STATES DEPARTMENT OF JUSTICE, #11050

1425 NEW YORK AVENUE, NW, WASHINGTON, DC [Zoning improvement Plan Number 20530] transmitted by certified ("U.S.") mailed article

numbered 70041160000162406170;

**Carmen L. Mallon d/b/a CARMEN L. MALLON, CHIEF OF STAFF**

Washington, DC [Zoning Improvement Plan Number 20530-1000] transmitted by certified ("U.S.") mailed article numbered

70041160000162406187;

**Richard Koss d/b/a RICHARD KOSS, POSTAL INSPECTOR**

3400 Lakeside Drive, 6<sup>th</sup> Floor

Miramar, Florida [Zoning improvement Plan Number 33027-3242] transmitted by certified ("U.S.") mailed article numbered

70041160000162406194;

**John (Jack) E. Potter d/b/a JOHN POTTER, POSTMASTER AND CEO**

United States Postal Service

475 L' Enfant Plaza SW, Washington DC, [Zoning improvement Plan Number 20260] transmitted by certified ("U.S.") mailed article numbered

70042510000540785017;

**Kendrick Meek d/b/a KENDRICK MEEK, CONGRESSMAN**

111 NW 183rd<sup>th</sup> Street, Suite 315

Miami, FL [Zoning Improvement Plan Number 33169] transmitted by certified ("U.S.") mailed article numbered 70042510000540782436;

**Kenneth W. Kaiser d/b/a KENNETH W. KAISER, ASSISTANT DIRECTOR, CID**

U.S. DEPARTMENT OF JUSTICE, Washington DC [Zoning improvement Plan Number 20535-0001] transmitted by certified ("U.S.") mailed article

numbered 70041160000162406149.

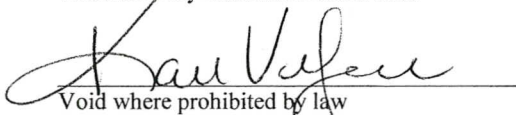
And all and sundry whom this either does or may concern.

The documents and sundry papers pertaining to the attached documents, and all related matters with **past, present and future Grand Jury activity** and issued by Michael David Beiter Jr. unless indicated otherwise and herein identified as follows:

**EXPRESS NOTICE OF INTRODUCTION- "MDB051809"**, dated 5/1/09, (5 pages);  
**U.S. DEPARTMENT OF JUSTICE WRITING**, dated 9/2/08, (2 pages);  
**PUBLIC SERVANT'S QUESTIONNAIRE**, (3 pages);  
**PRIVACY ACT REQUEST and FREEDOM OF INFORMATION ACT REQUEST WHERE APPLICABLE**,  
dated 5/16/09, (5 pages).

Mailing sent Certified ("U.S.") Mailing Number 70042510000540782481 as well as other certified mailing referenced. Proof of acceptance of terms attached, by placing same in a postpaid envelope properly addressed to above recipients at said address and depositing same at an official depository under the exclusive face and custody of the U.S. Postal Service.

WITNESS my hand and official seal.

  
Void where prohibited by law

(Seal)

5/18/09  
Date

My commission expires:

11-12

NOTARY PUBLIC-STATE OF FLORIDA  
(Stamp) Karen Vulgamore  
Commission # DD836926  
Expires: NOV. 11, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.

[**Note:** Notary Public, Karen Vulgamore, ("Vulgamore") is not an attorney; is not licensed to practice law in the state of Florida and has not given legal advice nor accepted fees for legal advice. Vulgamore provided no assistance in the preparation of the above referenced documents; and has no interest in any issue referenced therein. Vulgamore is not a party to this action and is ONLY acting in an authorized capacity as liaison to communications between the parties.]



Express notice of introduction and intent that each recipient already either knew or should have known

"Michael-David Beiter Jr., living soul, as agreed to by U.S. Department of Justice and William E. Bordley" also as per  
abatement at United States Supreme Court  
c/o Karen Vulgamore, Notary Public  
6555 Powerline Road #102  
Fort Lauderdale, Florida [33309]

5/18/2009

Michelle L. Lavoro d/b/a MICHELLE L. LAVORO, SPECIAL AGENT, IRS  
300 Lock Road, Room 200  
Deerfield Beach, Florida [Zoning Improvement Plan Numbered 33442]

transmitted by certified ("U.S.") mailed article numbered 70042510000540782481;

**Subject:**

**Recent activity of yours, activity disavowed of INTERNAL REVENUE SERVICE, disavowed of DEPARTMENT OF JUSTICE and my three volumes of exculpatory evidence of proven un rebutted conspiracy against me.**

Dear Michelle L. Lavoro d/b/a MICHELLE L. LAVORO, SPECIAL AGENT, IRS, your boss and any other perpetrator:

It has come to our attention that either information, data, records, documents, or whatever oral communications arriving from you and/or the recipients listed hereupon for "courtesy copy recipient status" has arrived proximate to a grand jury in precious quorum, while apparently some or all of you have an interest, legally and/or otherwise, in the matters before the grand jury in precious quorum past, present, or future.

In accommodating the fact that you and, then, your organization or office, would have little or no way to know of such without direct notice, it is the express purpose of this writing that you, your organization, and/or your office be notified of: 1) I am Michael David Beiter, Jr., and 2) I am law-abiding and can provide proof of cases numbering more than one hundred and twenty (120 cases) proving private contracts (i) exist, and (ii) are constitutionally protected and otherwise protected, and 3) I am an agent for both private and nonpublic entities and can and will appear face-to-face for confirming (a) the nonpublic entities exist, and (b) the private entities exist, and (c) I exist, and (d) this writing existed, and (e) you each accepted this writing of my authoring, and (f) that I will express not except within the bounds of what it is that I've been authorized for expressing, namely, specifically, the express words hereupon expressed that you've both received and accepted.

If a written request for further information is received, in whatever way involving each or any of you or all of you, further information (**3 volumes of exculpatory evidence of proven conspiracy**) is available but limited to proving each word hereupon expressed and zero further, until such time as one year (365 days) pass since the most recent direct notice that you've received of grand jury quorum activity, to which we will hold each and all of you accountable.

Thank you in advance for your kind co-operation in this respect. All waivers are expressly disavowed perpetually. We have every desire to obey, comply, with every law applicable, however, we are in great fear that any participation, with you or your Service, moots future claim to those rights of compliance, since numerous rogue agent (*ultra vires* activity of rogue agents, **disavowed of both IRS and DOJ**) activities. Quote, "Darci's (Smith) employment should be terminated due to wholly inappropriate activity of Darci's that IRS condones not."

Very Truly, this living soul;



Noncommercial entity (Articles IX, X, bill of rights to the U.S. Constitution; Article I, Section 10, U.S. Constitution)

Postscript: From our information, the same items absent, causing that multiple prior grand juries shut down prior prosecution attempts, continue absent; therefore, with such items such as true names, agent capacities continuing absent, FOIA requests unanswered, mail fraud, witness threatening, stacking the Grand Jury, Privacy Act requests unanswered at right to inspect and correct records (return receipts made known to prior grand juries in precious quorum), simple questions unanswered such as, "You can prove it's truly me that you seek by signing the enclosed Public Servant Questionnaire so Congress gets to know if you're within legislative authority before you get to know me," the very notion that another grand jury quorum relating may surface is biased and uninformed, and doubly biased by being uninformed, and if one continues contact, in



Express notice of introduction and intent that each recipient already either knew or should have known

contravention against the facts specified for the enclosed notice of introduction, one is unable for pretending that one never received (1) the enclosed notice of introduction, (2) the enclosed Public Servant Questionnaire of twenty-two (22) Congressionally mandated authorities, as all associates receive from time to time.

Postscript script: If you've obtained an attorney privately, it is advisable that said attorney should tell you to turn around and use Public Servant Questionnaires, yourself. A list of courtesy copy recipients, of what you are reading, is herewith included.

**Cc:**

**Witnesses to all stated herein:**

**Honorable Grand Jury Foreman**, Grand Jury of the United States District Court

299 East Broward Boulevard First Floor

Fort Lauderdale, Florida [Zoning Improvement Plan Number 33301] transmitted by certified ("U.S.") mailed article numbered 70042510000540782443;

**FBI- Miami Office**-16320 Northwest Second Avenue,

Miami, Florida [Zoning Improvement Plan Number 33169] transmitted by certified ("U.S.") mailed article numbered 70042150000540782450;

**R. Alexander Acosta d/b/a R. ALEXANDER ACOSTA**, U.S. ATTORNEY -500 E. Broward Boulevard, #700,

Ft. Lauderdale, Florida [Zoning Improvement Plan Number 33394] transmitted by certified ("U.S.") mailed article numbered 70042510000540782467;

**Charlie Crist d/b/a CHARLIE CRIST**, GOVERNOR- 420 E. Jefferson Street,

Tallahassee, Florida [Zoning Improvement Plan Number 32301] transmitted by certified ("U.S.") mailed article numbered 70042510000540782474;

**Bill McCollum d/b/a BILL MCCOLLUM**, ATTORNEY GENERAL, FLORIDA-The Capitol PL-01,

Tallahassee, Florida [Zoning Improvement Plan Number 32399-1050] transmitted by certified ("U.S.") mailed article numbered 70041160000162406118;

**Cliff Stearns d/b/a CLIFF STEARNS**, CONGRESSMAN- 115 South East 25<sup>th</sup> Avenue,

Ocala, Florida [Zoning Improvement Plan Number 34471] transmitted by certified ("U.S.") mailed article numbered 70041160000162406101;

**Darci Smith d/b/a DARCI SMITH**, CID, IRS- 6511 Pelican Terrace,

Coconut Creek, Florida [Zoning Improvement Plan Number 33307] transmitted by certified ("U.S.") mailed article numbered 70041160000162406200;

**Bertha Mitrani d/b/a BERTHA MITRANI**, ASS U.S. ATTORNEY as well as **Jed Silversmith d/b/a JED SILVERSMITH**, ASS U.S.

ATTORNEY-500 East Broward Boulevard, #700, Fort Lauderdale, Florida [Zoning Improvement Plan Number 33394] transmitted by certified ("U.S.")

mailed article numbered 70060100000459829148;

**Roger Harris Stefin d/b/a ROGER H. STEFIN**, ASSISTANT US ATTORNEY- 500 East Broward Boulevard, Suite 700

Fort Lauderdale, Florida [Zoning Improvement Plan Numbered 33394] transmitted by certified ("U.S.") mailed article numbered

70041160000162406125;

**William E. Bordley d/b/a WILLIAM E. BORDLEY**, ASSOCIATE GENERAL COUNSEL/FOIPA OFFICER- U.S. DEPARTMENT OF JUSTICE

OFFICE OF GENERAL COUNSEL, Washington, D.C. [Zoning Improvement Plan Number 20530-1000]

transmitted by certified ("U.S.") mailed article number 70041160000162406132;

**Darlene Stewart d/b/a DARLENE STEWART**, IRS, DISCLOSURE OFFICER (#12-10676)

985 Michigan Room 1050, Detroit, USA [Zoning Improvement Plan # 48226] transmitted by certified ("U.S.") mailed article numbered

70041160000162406156;

**R.L. Commerson (Employee ID 56-688338)**, "Disclosure Manager, Greensboro Office"

c/o IRS, Disclosure Office 7, Room 409, 320 Federal Place North Carolina USA [Zoning Improvement Plan number 27401] transmitted by certified

("U.S.") mailed article numbered 70041160000162406163;

**Antoinette Parker d/b/a ANTOINETTE PARKER**, FOIA SPECIALIST

UNITED STATES DEPARTMENT OF JUSTICE, #11050

1425 NEW YORK AVENUE, NW, WASHINGTON, DC [Zoning improvement Plan Number 20530] transmitted by certified ("U.S.") mailed article

numbered 70041160000162406170;

**Carmen L. Mallon d/b/a CARMEN L. MALLON**, CHIEF OF STAFF

Washington, DC [Zoning Improvement Plan Number 20530-1000] transmitted by certified ("U.S.") mailed article numbered 70041160000162406187;

**Richard Koss d/b/a RICHARD KOSS**, POSTAL INSPECTOR

3400 Lakeside Drive, 6<sup>th</sup> Floor

Miramar, Florida [Zoning improvement Plan Number 33027-3242] transmitted by certified ("U.S.") mailed article numbered 70041160000162406194;

**John (Jack) E. Potter d/b/a JOHN POTTER**, POSTMASTER AND CEO

United States Postal Service

475 L' Enfant Plaza SW, Washington DC, [Zoning improvement Plan Number 20260] transmitted by certified ("U.S.") mailed article numbered

70042510000540785017;

**Kendrick Meek d/b/a KENDRICK MEEK**, CONGRESSMAN

111 NW 183rd<sup>th</sup> Street, Suite 315

Miami, FL [Zoning Improvement Plan Number 33169] transmitted by certified ("U.S.") mailed article numbered 70042510000540782436;

**Kenneth W. Kaiser d/b/a KENNETH W. KAISER**, ASSISTANT DIRECTOR, CID

U.S. DEPARTMENT OF JUSTICE, Washington DC [Zoning improvement Plan Number 20535-0001] transmitted by certified ("U.S.") mailed article

numbered 70041160000162406149;

**Exhaustive list of previously informed (witnesses):**

**Daniel K. Akaka d/b/a DANIEL K. AKAKA**, HAWAII SENATOR- 141 HART SENATE OFFICE BUILDING

WASHINGTON DC [Zone Improvement Plan Number 20510]

**Lamar Alexander d/b/a LAMAR ALEXANDER**, TENNESSEE SENATOR- 455 DIRKSEN SENATE OFFICE BUILDING

WASHINGTON DC [Zone Improvement Plan Number 20510]

**Wayne Allard d/b/a WAYNE ALLARD**, COLORADO SENATOR- 521 DIRKSEN SENATE OFFICE BUILDING

WASHINGTON DC [Zone Improvement Plan Number 20510]



John Barrasso d/b/a JOHN BARRASSO, WYOMING SENATOR- 307 DIRKSEN SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Max Baucus d/b/a MAX BAUCUS, MONTANA SENATOR- 511 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Evan Bayh d/b/a EVAN BAYH, INDIANA SENATOR- 131 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Robert Bennett d/b/a ROBERT BENNETT, UTAH SENATOR- 431 DIRKSEN SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Jeff Bingaman d/b/a JEFF BINGAMAN, NEW MEXICO SENATOR- 703 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Christopher S. Bond d/b/a CHRISTOPHER S. BOND, MISSOURI SENATOR- 274 RUSSELL SENATE OFFICE BLDG.  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Barbara Boxer d/b/a BARBARA BOXER, CALIFORNIA SENATOR-112 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Sherrod Brown d/b/a SHERROD BROWN, OHIO SENATOR- 455 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Sam Brownback d/b/a SAM BROWNBACK, KANSAS SENATOR- 303 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Jim Bunning d/b/a JIM BUNNING, KENTUCKY SENATOR- 316 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Richard Burr d/b/a RICHARD BURR, NORTH CAROLINA SENATOR- 217 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Robert C. Byrd d/b/a ROBERT C. BYRD, WEST VIRGINIA SENATOR- 311 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Maria Cantwell d/b/a MARIA CANTWELL, WASHINGTON SENATOR- 511 DIRKSEN SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Benjamin L. Cardin d/b/a BENJAMIN L. CARDIN, MARYLAND SENATOR- 509 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Thomas R. Carper d/b/a THOMAS R. CARPER, DELAWARE SENATOR- 513 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Robert P. Casey, Jr. d/b/a ROBERT P. CASEY, JR., PENNSYLVANIA SENATOR- 383 RUSSELL SENATE OFFICE BLDG  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Saxby Chambliss d/b/a SAXBY CHAMBLISS, GEORGIA SENATOR- 416 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Hillary Rodham Clinton d/b/a HILLARY RODHAM CLINTON, NEW YORK SENATOR- 476 RUSSELL SENATE OFFICE  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Tom Coburn d/b/a TOM COBURN, OKLAHOMA SENATOR- 172 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Thad Cochran d/b/a THAD COCHRAN, MISSISSIPPI SENATOR- 113 DIRKSEN SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Norm Coleman d/b/a NORM COLEMAN, MINNESOTA SENATOR- 320 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Susan M. Collins d/b/a SUSAN M. COLLINS, MAINE SENATOR- 413 DIRKSEN SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Kent Conrad d/b/a KENT CONRAD, NORTH DAKOTA SENATOR- 530 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Bob Corker d/b/a BOB CORKER, TENNESSEE SENATOR- 185 DIRKSEN SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
John Cornyn d/b/a JOHN CORNYN, TEXAS SENATOR- 517 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Larry E. Craig d/b/a LARRY E. CRAIG, IDAHO SENATOR- 520 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Mike Crapo d/b/a MIKE CRAPO, IDAHO SENATOR- 239 DIRKSEN SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Jim DeMint d/b/a JIM DEMINT, SOUTH CAROLINA SENATOR- 340 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Christopher J. Dodd d/b/a CHRISTOPHER J. DODD, CONNECTICUT SENATOR-448 RUSSELL SENATE OFFICE BLD  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Elizabeth Dole d/b/a ELIZABETH DOLE, NORTH CAROLINA SENATOR- 555 DIRKSEN SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Pete V. Domenici d/b/a PETE V. DOMENICI, NEW MEXICO SENATOR- 328 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Byron L. Dorgan d/b/a BYRON L. DORGAN, NORTH DAKOTA SENATOR- 322 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Richard Durbin d/b/a RICHARD DURBIN, ILLINOIS SENATOR- 309 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
John Ensign d/b/a JOHN ENSIGN, NEVADA SENATOR- 119 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Michael B. Enzi d/b/a MICHAEL B. ENZI, WYOMING SENATOR- 379A RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Russell D. Feingold d/b/a RUSSELL D. FEINGOLD, WISCONSIN SENATOR- 506 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]



Dianne Feinstein d/b/a DIANNE FEINSTEIN, CALIFORNIA SENATOR- 331 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Lindsey Graham d/b/a LINDSEY GRAHAM, SOUTH CAROLINA SENATOR- 290 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Chuck Grassley d/b/a CHUCK GRASSLEY, IOWA SENATOR- 135 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Judd Gregg d/b/a JUDD GREGG, NEW HAMPSHIRE SENATOR- 393 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Chuck Hagel d/b/a CHUCK HAGEL, NEBRASKA SENATOR- 248 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Tom Harkin d/b/a TOM HARKIN, IOWA SENATOR- 731 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Orrin Hatch d/b/a ORRIN HATCH, UTAH SENATOR- 104 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Kay Bailey Hutchison d/b/a KAY BAILEY HUTCHISON, TEXAS SENATOR- 284 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
James M. Inhofe d/b/a JAMES M. INHOFE, OKLAHOMA SENATOR- 453 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Daniel K. Inouye d/b/a DANIEL K. INOUE, HAWAII SENATOR- 722 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Johnny Isakson d/b/a JOHNNY ISAKSON, GEORGIA SENATOR- 120 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Tim Johnson d/b/a TIM JOHNSON, SOUTH DAKOTA SENATOR- 136 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Edward M. Kennedy d/b/a EDWARD M. KENNEDY, MASSACHUSETTS SENATOR- 317 RUSSELL SENATE OFFICE  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
John F. Kerry d/b/a JOHN F. KERRY, MASSACHUSETTS SENATOR- 304 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Amy Klobuchar d/b/a AMY KLOBUCHAR, MINNESOTA SENATOR- 302 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Herb Kohl d/b/a HERB KOHL, WISCONSIN SENATOR- 330 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Jon Kyl d/b/a JON KYL, ARIZONA SENATOR- 730 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Mary L. Landrieu d/b/a MARY L. LANDRIEU, LOUISIANA SENATOR- 724 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Frank R. Lautenberg d/b/a FRANK R. LAUTENBERG, NEW JERSEY SENATOR- 324 HART SENATE OFFICE BLDG  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Patrick J. Leahy d/b/a PATRICK J. LEAHY, VERMONT SENATOR- 433 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Carl Levin d/b/a CARL LEVIN, MICHIGAN SENATOR- 269 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Joseph I. Lieberman d/b/a JOSEPH I. LIEBERMAN, CONNECTICUT SENATOR- 706 HART SENATE OFFICE BLDG  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Blanche L. Lincoln d/b/a BLANCHE L. LINCOLN, ARKANSAS SENATOR- 355 DIRKSEN SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Richard G. Lugar d/b/a RICHARD G. LUGAR, INDIANA SENATOR- 306 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Mel Martinez d/b/a MEL MARTINEZ, FLORIDA SENATOR- 356 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
John McCain d/b/a JOHN MCCAIN, ARIZONA SENATOR- 241 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Claire McCaskill d/b/a CLAIRE MCCASKILL, MISSOURI SENATOR- 717 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Mitch McConnell d/b/a MITCH MCCONNELL, KENTUCKY SENATOR- 361-A RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Robert Menendez d/b/a ROBERT MENENDEZ, NEW JERSEY SENATOR- 317 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Barbara A. Mikulski d/b/a BARBARA A. MIKULSKI, MARYLAND SENATOR- 503 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Lisa Murkowski d/b/a LISA MURKOWSKI, ALASKA SENATOR- 709 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Patty Murray d/b/a PATTY MURRAY, WASHINGTON SENATOR- 173 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Bill Nelson d/b/a BILL NELSON, FLORIDA SENATOR- 716 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Benjamin E. Nelson d/b/a BENJAMIN E. NELSON, NEBRASKA SENATOR- 720 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Barack Obama d/b/a BARACK OBAMA, ILLINOIS SENATOR- 713 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Mark L. Pryor d/b/a MARK L. PRYOR, ARKANSAS SENATOR- 255 DIRKSEN SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]



Jack Reed d/b/a JACK REED, RHODE ISLAND SENATOR- 728 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Harry Reid d/b/a HARRY REID, NEVADA SENATOR- 528 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Pat Roberts d/b/a PAT ROBERTS, KANSAS SENATOR-109 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
John D. Rockefeller, IV d/b/a JOHN D. ROCKEFELLER, IV, WEST VIRGINIA SENATOR  
531 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Ken Salazar d/b/a KEN SALAZAR, COLORADO SENATOR- 702 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Bernard Sanders d/b/a BERNARD SANDERS, VERMONT SENATOR- 332 DIRKSEN SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Charles E. Schumer d/b/a CHARLES E. SCHUMER, NEW YORK SENATOR- 313 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Jeff Sessions d/b/a JEFF SESSIONS, ALABAMA SENATOR- 335 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Richard C. Shelby d/b/a RICHARD C. SHELBY, ALABAMA SENATOR- 110 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Gordon H. Smith d/b/a GORDON H. SMITH, OREGON SENATOR- 404 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Olympia J. Snowe d/b/a OLYMPIA J. SNOWE, MAINE SENATOR- 154 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Arlen Specter d/b/a ARLEN SPECTER, PENNSYLVANIA SENATOR-711 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Debbie Stabenow d/b/a DEBBIE STABENOW, MICHIGAN SENATOR- 133 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Ted Stevens d/b/a TED STEVENS, ALASKA SENATOR- 522 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
John E. Sununu d/b/a JOHN E. SUNUNU, NEW HAMPSHIRE SENATOR-111 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Jon Tester d/b/a JON TESTER, MONTANA SENATOR- 204 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
John Thune d/b/a JOHN THUNE, SOUTH DAKOTA SENATOR- 493 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
David Vitter d/b/a DAVID VITTER, LOUISIANA SENATOR- 516 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
George V. Voinovich d/b/a GEORGE V. VOINOVICH, OHIO SENATOR-524 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
John Warner d/b/a JOHN WARNER, VIRGINIA SENATOR- 225 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Jim Webb d/b/a JIM WEBB, VIRGINIA SENATOR- 144 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Sheldon Whitehouse d/b/a SHELDON WHITEHOUSE, RHODE ISLAND SENATOR- 502 HART SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Roger Wicker d/b/a ROGER WICKER, MISSISSIPPI SENATOR- UNITED STATES SENATE  
WASHINGTON DC [Zone Improvement Plan Number 20510]  
Ron Wyden d/b/a RON WYDEN, OREGON SENATOR- 230 DIRKSEN SENATE OFFICE BUILDING  
WASHINGTON DC [Zone Improvement Plan Number 20510]

Michael David Beiter Jr.  
In Care of Forwarding, Karen Vulgamore, Notary Public  
6555 Powerline Road #102, Fort Lauderdale Florida  
5/16/09

**PRIVACY ACT REQUEST**  
and  
**FREEDOM OF INFORMATION ACT REQUEST**  
**WHERE APPLICABLE**

Director and/or  
predecessor(s), successor( ), agent(s)  
and delegate(s):  
Internal Revenue Service Center  
Attn:

**Certified Mail # 70042510000540782481**  
**Return receipt requested**

Michelle L. Lavoro d/b/a MICHELLE L. LAVORO, SPECIAL AGENT, IRS  
300 Lock Road, Room 200  
Deerfield Beach, Florida [Zoning Improvement Plan Numbered 33442]

Dear Madam:

This is a request under the Freedom of Information Act, 5 USC 552, and the Privacy Act, 5 USC 552(a), or regulations thereunder. This is my firm promise to "pay" fees and costs for locating and duplicating the records requested below, ultimately determined in accordance with 26 CFR 601702(f).

If some of this request is exempt from release, please furnish me with those portions reasonably segregable. If it is necessary to withhold some of this information, please send me an itemized list of what has been withheld, why it was withheld, what system of records that data is found in, the type of data withheld, the number of pages withheld, and whether or not it may be disclosed by means other than the Freedom of Information Act or the Privacy Act, I am waiving personal inspection of the requested records. Also, please send me an itemized list of all of the documents requested herein which the government does not have.

"I attest under penalty of perjury to be the entity which, below. Notary Karen Vulgamore did identify as having executed this request for information" PLEASE EXPEDITE THIS REQUEST.

I understand the penalties in 5 USC 552(a)(i)(3) for requesting or obtaining access to records under false pretenses.

This request pertains to the years 1969 to present.



Please send me a copy of each of the following documents:

1. All records, **if any**, of determinations or decisions made that I, Michael David Beiter Jr., have a “legal duty” to furnish personal information to you or your Service;
2. All records, **if any**, of determinations or decisions made that I am one who is or was, “**subject to**” or “**liable for**” any revenue tax imposed by the national government of the United States of America;
3. All record, **if any**, of determinations or decisions made that I am, or was, a “**taxpayer**” as that term is defined in section 1313(b) and/or 7701 (a)( 14) of the Internal Revenue Code;
4. All records, **if any**, of determinations or decisions made that I have ever had a “**taxable year**” as defined in section 441(b) of the Internal Revenue Code;
5. All records, **if any**, of determinations or decisions made that I have ever had “**taxable income**” as defined in section 63 of the Internal Revenue Code;
6. All records, **if any**, of determinations or decisions made that I have ever had “**adjusted gross income**” as defined in section 62 of the Internal Revenue Code;
7. All records, **if any**, of determinations or decisions made that I am an individual who is, or was, required to pay a tax, keep records and/or submit forms to the national government of the United States of America or to the Internal Revenue Service;
8. All records, **if any**, of determinations or decisions made that I am an “**individual taxable**” under the revenue laws of the national government of the United States of America;
9. All records, **if any**, of determinations or **decisions** made that I am a “**tax protester**”;
10. The documents that reflect the name, title, business address, bond number and delegation of authority to make such determinations or decisions of each and every person who made the determinations or decisions referred to in items numbered 2 through 9 above;
11. The documents that reflect the name, title, business address, bond number and delegation of authority to make such determinations or decisions of each and every supervisor of the persons referred to in item number 10 above;
12. The specific documents of fact relied upon in the making of all the above itemized determinations or decisions referred to in items numbered 2 through 9 above. which shall include, but shall not be limited to, any contracts or waivers of rights submitted by me;
13. The specific documents of fact relied upon to support any determination or allegation that I am protesting a tax and which would reflect whether I am allegedly protesting a **capitation tax**, a **property tax** or a tax on a revenue taxable **activity**;

14. Any and all documents including but not limited to statutes, which provided the basis upon which the determinations and decisions referred to in items numbered 2 through 9 above were made and which identify the subject of the purported "tax" and which specifically identify the subject of the purported "tax" as **either people, property or activities**.

15. Any and all documents classified as returns, including but not limited to, so-called "dummy returns", so-called "substitute for returns" and/or so-called "information returns", **if any**, which have been filed in my name;

16. Any and all documents classified as assessments, **if any**, pertaining to me;

17. Any and all documents classified as Notices and Demands, **if any**, for payments which pertain to me;

18. Any and all documents classified as Notices sent to me to the effect that I am one who is **required** to pay such tax or submit forms, including, but not limited to, any and all Notices which provided an opportunity for a hearing wherein certain issues of law can be addressed by an impartial person who is competent to address issues of law and wherein all *due process of law* requirements will be met;

19. Any and all documents that reflect the name, business address, bond number and delegation of authority of each and every person who made such returns, made such assessments, and sent such Notices and Demands, **if any**, referred to in items numbered 15 through 18 above;

20. Any and all documents that reflect the name, business address, bond number and delegation of authority of each and every supervisor of the persons referred to in item number 19 above;

21. Any and all documents that reflect the name, business address, bond number and delegation of authority of each and every person who provided legal counsel to the Secretary of the Treasury and/or any of his delegates regarding any and all of the determinations, decisions and documents referred to herein;

22. Any and all documents, statutes or regulations, **if such exist**, which identify the individual, **if any exist**, who has the authority to determine whether or not I am **subject to or liable for** any revenue tax. (This is to be distinguished from authority to determine the liability (amount of tax due) from one who is subject to or liable for a revenue tax);

23. Any and all document, statutes or regulations, if such exist, which make me subject to or liable for a revenue tax;

24. Any and all documents, statutes or regulations, **if such exist**, which detail and explain how I came within the taxing jurisdiction or authority of the national government of the United States of America and/or the Internal Revenue Service:



25. Any and all documents, statutes or regulations **if such exist**, which show specifically how I came to have a legal obligation, **if any**, to the national government of the United States of America and/or to the Internal Revenue Service;

26. Any and all documents, statutes or regulations, **if such exist**, which show that I was required by law to make a return, or a report of income, and/or to pay a tax to the national government of the United States of America and/or to the Internal Revenue Service;

27. Any and all documents, statutes or **if such exist**, which detail or show that I was involved in some activity that is a lawful subject of taxation and which statute, **if any**, under the laws of the national government of the United States of America, that imposes a tax on that activity;

28. Any and all documents, statutes or regulations, **if such exist**, which show or explain how I come within a "taxable class" under the laws of the national government of the United States of America;

29. Any and all documents, statutes or regulations, **if such exist**, which show or explain how, by merely exercising my right to work, I came within the taxing authority of the national government of the United States of America;

30. Any and all documents, statutes or regulations, **if such exist**, which show or explain what activity I am involved in or what event has taken place, **if any**, that obligates me to enter into the purview of a taxing scheme that requires the waiver of my rights as guaranteed under the Fourth and Fifth Amendments of the United States Constitution;

31. Any and all documents, statutes or regulations, **if such exist**, which were signed by me, **if any exist**, which constitutes the basis for a presumption that I am one who is **liable for** or **subject to** a revenue tax and **required** to submit forms books and records to the national government of the United States of America and/or the Internal Revenue Service;

32. All writings (including reports) proposed to be offered into evidence in the event this case is taken to a court of law or a hearing wherein all due process (f law requirements will be met;

33. All other writings or things relevant and admissible in evidence; and

34. Copies of, or the opportunity to copy all statutes, rules, regulations, procedures and all other documents affecting and relating to the procedures installed by or for the Internal Revenue Service to protect the rights of individuals who are neither **liable for** nor **subject to** a revenue tax.

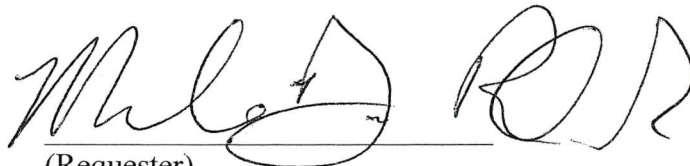
If this letter is insufficient to meet your internal criteria for making such request, please send me the formal that is specifically prescribed by your Service with instructions on how to follow that format.

I expect those DEMANDED documents and/or records to be organized in an intelligible manner, such that they are capable of being read and understood by one possessing average skills, intellect and training.

If for some reason any part of those DEMANDED documents and/or records are codified in such a manner that they cannot be readily understood, I expect to receive, additionally, all required decoding documents and/or records.

If this FORMAL NOTICE AND DEMAND FOR PRODUCTION OF DOCUMENTS and/or records is improperly addressed to you in your official capacity, please forward this DEMAND to the "appropriate person" thereafter immediately informing me of such forwarding, inclusive of such "appropriate person's" name, title, mailing address with the correct Postal Zone, and with the date of origin and location of such forward action, if any.

Date: 5/16/09

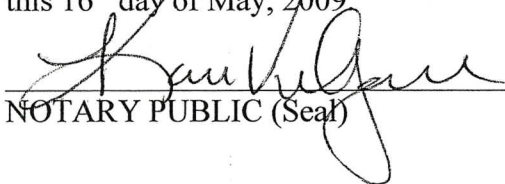
  
(Requester)

Identification attached.

*Use of a Notary Public in this document does not constitute any adhesion nor does it alter my neutral status At Law (in itinere In original Common Law jurisdiction). The purposes for Notary Public herein are identification and verification only, not for entrance into any foreign jurisdiction*

On 5/16/09, before me, Karen Vulgamore, a Notary Public, personally appeared, Michael David Beiter Jr., living soul, personally known proved to me on the basis of satisfactory evidence to be the living soul whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity.

SUBSCRIBED and SWORN to before me  
this 16<sup>th</sup> day of May, 2009

  
NOTARY PUBLIC (Seal)

(Stamp of the State of Florida Above)  
NOTARY PUBLIC-STATE OF FLORIDA  
Karen Vulgamore  
Commission # DD836926  
Expires: NOV. 11, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.

My Commission Expires: 11-11-12



## PUBLIC SERVANT'S QUESTIONNAIRE

Public Law 93-579 states in part: "The purpose of this Act is to provide certain safeguards for an individual against invasion of personal privacy by requiring Federal agencies...to permit and individual to determine what records pertaining to him are collected, maintained, used, or disseminated by such agencies." The following questions are based upon that act and are necessary in order that this individual may make a reasonable determination concerning divulgence of information to this agency.

Fill out the form completely. If any question does not apply, mark the answer with "N/A" or "Not applicable." Do not leave any question blank.

### Public Servant Information

1. Full Legal Name:

\_\_\_\_\_

2. Residence Address

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

### Department Information

3. Name of department, bureau, or agency by which public servant is employed:

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Supervisor's name:

\_\_\_\_\_

4. Mailing address

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

### Public Servant Duty

5. Will public servant uphold the Constitution of the United States?

\_\_\_\_\_

6. Did public servant furnish proof of identity?

\_\_\_\_\_

7. What was the nature of proof?

\_\_\_\_\_

8. Will public servant furnish a copy of the law or regulation which authorizes this investigation?

\_\_\_\_\_

9. Will the public servant read aloud the portion of the law authorizing the questions he will ask?

\_\_\_\_\_

**Nature of Investigation**

10. Are the answers to the questions voluntary or mandatory?

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11. Are the questions to be asked based upon a specific law/regulation, or are they being used as a discovery process?

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12. What other uses may be made of this information?

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13. What other agencies may have access to this information?

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14. What will be the effect upon me if I should choose not to answer any part or all of these questions?

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**Basis for Investigation**

15. Name of person in government requesting that this investigation be made.

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16. Is this investigation 'general' or is it 'special'?

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17. Have you consulted, questioned, interviewed, or received information from any third party relative to this investigation?

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18. If so, the identity of such third parties:

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**Expected Results of Investigation**

19. Do you reasonably anticipate either a civil or criminal action to be initiated or pursued based upon any of the requested information?

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**Agency Information**

20. Is there a file of records, information, or correspondence relating to me being maintained by this agency? \_\_\_\_\_ If yes, which?

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21. Is this agency using any information pertaining to me which was supplied by another agency or government source?

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22. May I have a copy of that information? \_\_\_\_\_ If not, why not?

\_\_\_\_\_

If so, how may I obtain a copy of that information?

\_\_\_\_\_

23. Will the public servant guarantee that the information in these files will not be used by any department other than the one by whom he is employed? \_\_\_\_\_

If not, why not?

\_\_\_\_\_

### **Affirmation**

If any request for information relating to me is received from any person or agency, you must advise me in writing before releasing such information. Failure to do so may subject you to possible civil or criminal action as provided by the act.

I swear (affirm) that the answers I have given to the foregoing questions are complete and correct in every particular.

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ (month) \_\_\_\_\_ (day) \_\_\_\_\_ (year)

First Witness Printed Name: \_\_\_\_\_

First Witness Signature: \_\_\_\_\_

Second Witness Printed Name: \_\_\_\_\_

Second Witness Signature: \_\_\_\_\_

### **Authorities for Questions:**

- 1,2,3,4 In order to be sure you know exactly who you are giving the information to. Residence and business addresses are needed in case you need to serve process in a civil or criminal action upon this individual.
- 5 All public servants have taken a sworn oath to uphold and defend the constitution.
- 6,7 This is standard procedure by government agents and officers. See Internal Revenue Manual, MT-9900-26, Section 242.133.
- 8,9,10 Title 5 USC 552a, paragraph (e) (3) (A)
- 11 Title 5 USC 552a, paragraph (d) (5), (e) (1)
- 12,13 Title 5 USC 552a, paragraph (e) (3) (B), (e) (3) (C)
- 14 Title 5 USC 552a, paragraph (e) (3) (D)
- 15 Public Law 93-579 (b) (1)
- 16 Title 5 USC 552a, paragraph (e) (3) (A)
- 17,18 Title 5 USC 552a, paragraph (e) (2)
- 19 Title 5 USC 552a, paragraph (d) (5)
- 20,21 Public Law 93-579 (b) (1)
- 22 Title 5 USC 552a, paragraph (d) (1)
- 23 Title 5 USC 552a, paragraph (e) (10)



U.S. Department of Justice

United States Marshals Service

Office of General Counsel

Washington, DC 20530-1000

September 2, 2008

Michael David Beiter Jr. living soul  
c/o Karen Vulgamore, Notary Public  
6555 Powerline Road # 103  
Fort Lauderdale, FL 33309

RE: Freedom of Information/Privacy Act Request No. 2008USMS12347

Dear Mr. Beiter:

The United States Marshals Service is in receipt of your Freedom of Information/Privacy Act request for records maintained by this Bureau. We have commenced a search for documents responsive to your request and will contact you when our processing is complete.

Although we are unable to determine at this time the amount of fees to be charged to you, if any, the filing of your request constitutes your agreement to pay all applicable fees that may be charged under 28 C.F.R. § 16.11 or § 16.49, up to \$25.00. You will be notified as soon as practicable if the estimated or actual fee for satisfying your request exceeds \$25.00.

If you have any questions regarding your request, please send all inquiries to the address indicated above, attention Gerleta Foreman.

Sincerely,

*Gerleta Foreman*

William E. Bordley  
Associate General Counsel/FOIPA Officer  
Office of General Counsel

Unanswered  
and ignored  
by Bordley  
after this  
writing.



Department of Justice  
U.S. Marshals Service Headquarters

IC 20530-1000

Use \$300



Michael David Beiter Jr. living soul  
c/o Karen Vulgamore, Notary Public  
6555 Powerline Road #103  
Fort Lauderdale, FL 33309

33309+2048

