

RICO COMPLAINT

BOOK IV
Pages 994 to 1334

EXCERPTS FOR HEARINGS OF DENIAL OF
BEING PRO-SE AND DEMAND FOR BILL OF PARTICULARS
EVIDENCE WITHHELD FROM THE JURY
EVIDENCE OF VENDETTA, FRAUD AND EXTORTION
HISTORY OF THE JOHNSON FAMILY

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REC'D by _____ D.C.
APR 30 1998
CARLOS JIENKE
CLERK U.S. DIST. CT.
SOUTHERN DISTRICT OF FLORIDA

EXHIBIT N

FILED by _____ D.C.
CT. REP. _____
APR 20 1998
CARLOS JIENKE
CLERK U.S. DIST. CT.
S.D. OF FLA. MIAMI

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION

UNITED STATES OF AMERICA,

No: 98-8039-CR-RYSKAMP

Plaintiff,

West Palm Beach, FL

April 22, 1998

v.

WARREN D. JOHNSON, JR.,

Defendant (s).

TRANSCRIPT OF HEARING RE STATUS OF COUNSEL
BEFORE THE HONORABLE ANN E. VITUNAC,
UNITED STATES MAGISTRATE JUDGE.

APPEARANCES:

For the Plaintiff:

CAROLYN BELL,
Asst. U. S. Attorney
701 Clematis Street
Room 317
West Palm Beach, FL 33401

For the Defendant:

Transcriber:

F. Levy

Jack Besoner & Associates
Suite 220
172 West Flagler Street
Miami, Florida 33130

1 THE COURT: Warren D. Johnson, Jr., 98-8039-Cr-
2 Ryskamp.

3 Counsels' representations.

4 MS. BELL: Good morning, Your Honor. Carolyn
5 Bell on behalf of the United States.

6 THE COURT: Good morning, Counselor.

7 THE DEFENDANT: Yes, Warren Johnson, Jr.

8 THE COURT: Mr. Johnson, where's your lawyer?

9 THE DEFENDANT: Ah--we're diligently working on
10 hiring one, Your Honor.

11 THE COURT: Well, it's not so diligent. Let's
12 see, you were here on the 8th and you got two weeks to get
13 a lawyer, and we have passed this before for you to get a
14 lawyer. What's the problem here?

7 THE COURT: I'll tell you what I'm going to do.
8 Today is Wednesday, I'm setting your arraignment for
9 Friday. On Friday, if you don't have a lawyer here, I
10 will have appointed a lawyer to represent you that you
11 will have to pay. I'll pick the lawyer, and you'll pay
12 that lawyer. So you have your choice: you either find a
13 lawyer that you want and you're going to pay, or the
14 Court's going to pick a lawyer from our CJA list and
15 require you to pay that lawyer. But by Friday you're
16 going to have an arraignment on this case with a lawyer.

12 THE COURT: Do you have a copy of your
13 indictment?

14 THE DEFENDANT: No, I do not.

15 THE COURT: You don't have a copy of the
16 indictment? The government's going to hand you a copy of
17 the indictment right now, so you'll have that.

18 MS. BELL: Your Honor, for the Court's
19 information, I have given Mr. Johnson a copy of his
20 indictment previously.

21 Second of all, I spoke with Mr. Farrell
22 yesterday, that was the first time that he called me, and
23 at that time I did tell him the government's estimate for
24 trial, and I explained to him that Judge Ryskamp's
25 calendar usually moves quickly.

1 THE COURT: Yes, it does.

2 MS. BELL: Yesterday was the first time that Mr.
3 Farrell tried to contact me.

4 THE COURT: Okay.

5 Friday you are ordered to be here at 9:30 with
6 your lawyer, or the Court will pick a lawyer for you. Do
7 you understand that, sir?

COURT MINUTES

U.S. MAGISTRATE JUDGE ANN E. VITUNAC DATE: 04/24/98 TIME: 9:30 AM

DEFT. WARREN D. JOHNSON, JR. (B) CASE NO. 98-8039-CR-RYSKAMP

AUSA. CAROLYN BELL ATTY. _____

AGENT. FBI VIOL. 18:152 (1), 10147, 982

PROCEEDING STATUS RE COUNSEL AND POSSIBLE ARRAIGNMENT BOND. \$100,000 CSB

DISPOSITION Status Re Counsel Only

Deft present - sworn test

Deft. request to represent himself.

Court questions deft, finds him Partially Indigent & appts FPD-robin Rosen. Court orders deft to pay \$3000.00 into Treasury to defray costs.

Deft. insists on representing himself & declines Court appointed counsel.

Court sets aside FPD appointment.

Status Re Counsel & Possible Arraignment set for Monday 4-27-98 @ 9:15 Am.

DATE: 4-24-98

TAPE: AEV 98-54-60

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REC'D by _____ D.C.
APR 30 1998
CARLOS JUENKE
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION

FILED by _____ D.C.
CT. REP. _____
APR 29 1998
CARLOS JUENKE
CLERK U.S. DIST. CT
S.D. OF FLA. MIAMI

UNITED STATES OF AMERICA,

Plaintiff,

v.

WARREN D. JOHNSON, JR.,

Defendant (s).

No: 98-8039-CR-RYSKAMP

West Palm Beach, FL
April 27, 1998

FILED

TRANSCRIPT OF HEARING RE STATUS OF COUNSEL
BEFORE THE HONORABLE ANN E. VITUNAC,
UNITED STATES MAGISTRATE JUDGE.

APPEARANCES:

For the Plaintiff: CAROLYN BELL,
Asst. U. S. Attorney
701 Clematis Street
Room 317
West Palm Beach, FL 33401

For the Defendant:

Transcriber: F. Levy

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6 Government?

7 MS. BELL: Yes, Your Honor. I just thought that
8 the Court might like to advise Mr. Johnson of the third
9 alternative, which would be to represent himself with some
10 kind of standby counsel.

11 THE COURT: Well, that may or may not be
12 available to him; that depends on the district court's
13 view of standby counsel. Many of the district court judges
14 do not allow standby counsel, or co-counsel.

1 THE COURT: No. No, I cannot. That's part of
2 the pitfalls in representing yourself. If you want to
3 represent yourself, then you have to go to the library and
4 get a copy of the Rules of Evidence and the Criminal Rules
5 of Procedure, copy the portions that you feel are
6 appropriate to your representation and study them.

7 The court does not provide these things to you,
8 you have to go to the law library and get them, because
9 you're on bail and you have the freedom of movement to go
10 to the library to find those.

9 THE DEFENDANT: Could you just wait, please,
10 Your Honor?

11 Your Honor, in order to understand these charges
12 and know the nature and cause of the proceedings and
13 actions against me, I would like to draft a Notice of a
14 Demand for a Bill of Particulars, if I have that legal
15 right, and serve it on Mrs. Bell, that she might answer
16 why the prosecution thinks I'm guilty of bankruptcy fraud,
17 one, two, loan application fraud--

18 THE COURT: Mr. Johnson, we'll get to that
19 later.

17

22 THE COURT: Do you understand that, Mr. Johnson?

23 THE DEFENDANT: Not really, Your Honor. I seem
24 to be missing from the whole scenario. They're talking
25 about money going to a corporation, to people other than

18

1 myself.

8 For purposes of determining Mr. Johnson's
9 ability to raise funds, I'd like to note at this time that
10 this count discusses the \$250,000 that's at issue in the
11 money laundering counts, and the substitute assets are to
12 be substituted, up to and including the amount of the
13 property underlying the money laundering counts, which I
14 believe should be capped at about \$250,000.

15 It's not that we're going to--first of all, we
16 have no legal rights to seize anything prior to
17 conviction, but, in any case, I don't believe that we
18 would be substituting assets in excess of \$250,000, even
19 after conviction.

20 THE COURT: In other words, the total amount of
21 assets that the government seeks to seize from this
22 defendant is \$250,000, is that correct?

23 MS. BELL: That's correct, Your Honor.

24 THE COURT: Taking it from one source or
25 another.

1 MS. BELL: Correct, Your Honor.

2 THE COURT: Do you understand that, Mr. Johnson?

3 THE DEFENDANT: I do.

COURT MINUTES

U.S. MAGISTRATE JUDGE ANN E. VITUNAC DATE: 04/27/98 TIME: 9:15 AM

DEFT. WARREN D. JOHNSON, JR. (B) ✓ CASE NO. 98-8039-CR-RYSKAMP

AUSA. CAROLYN BELL ✓ ATTY. DEFT. PRO SE

AGENT. FBI VIOL. 18:152 (1), 1014, 982

HEARING ON SELF REPRESENTATION
PROCEEDING ~~AND POSSIBLE ARRAIGNMENT~~ BOND. \$100,000 CSB

DISPOSITION Pro Se Hearing Held.

Deft present - sworn test.

Deft. request to represent himself.

Counts 1-8 of the Indictment, summarized to
Deft by Court.

Court conducts inquiry as to Self Representation,
& Deft. chooses not to answer any of the
Court's questions.

Notice of Hearing to be set before the
District Court to take appropriate Action.

1002

DATE: 4-27-98

TAPE: AEV 98-56-1

71 U

CASE NO.: 98-8039-CR-RYSKAMP

Magistrate Judge Vitunac

ORDER

ORDER

ORDER

This court previously conducted a hearing with respect to defendant's financial ability and previously appointed a federal public defender. That order was set aside when the defendant indicated to the court that he wished to represent himself.

The district court conducted a hearing with respect to the defendant's indication that he wished to represent himself and it now appears that the defendant wishes to be represented by counsel. That being the case, this court reappoints the Federal Public Defender to represent the defendant in this case.

DONE and ORDERED this 11 day of May, 1998, at West Palm Beach in the Northern Division of the Southern District of Florida.

ANN E. VITUNAC
U.S. Magistrate Judge

1003

Warren Douglas, Johnson Jr.
511 S.W. Bay Pointe Circle
Palm City
Florida Republic
These United States of America

Demandant's Private Case Number 01

TO:

Judge Kenneth L. Ryskamp
UNITED STATES DISTRICT COURT
701 Clematis Street
West Palm Beach
Florida Republic

*Rich
Merritt
us mag
12 May*

CLERK OF DISTRICT
S.D. OF FLA. - WPB

CO MAY 13 PM 3:29

CLERK OF DISTRICT
S.D. OF FLA. - WPB

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF FLORIDA

UNITED STATES OF AMERICA,
Plaintiff,

vs.

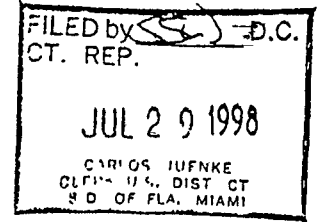
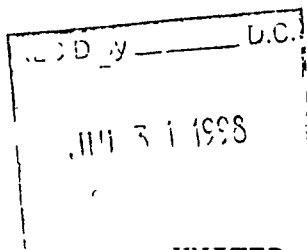
WARREN D. JOHNSON, JR.

Case Number 98-8039 CR
Judge: Kenneth L. Ryskamp

**Notice of
Demand for Bill of Particulars
on the Nature and Cause of the Proceedings
as it applies to Demandant
and Notice of Nonacceptance
with Affidavit in Verification**

Take Notice that Warren Douglas, (hereinafter "Demandant"), appearing privately,
specially, and not generally in regard to Case Number 98-8039 filed in the UNITED STATES
DISTRICT COURT, SOUTHERN DISTRICT OF FLORIDA

(hereinafter referred to as "Above Case" or the COURT), and demanding all Demandant's rights



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION

UNITED STATES OF AMERICA,
Plaintiff,

No: 98-8039-CR-RYSKAMP

West Palm Beach, FL
June 23, 1998

v.

WARREN D. JOHNSON, JR.,
Defendant.

ORIGINAL

TRANSCRIPT OF STATUS HEARING
BEFORE THE HONORABLE ANN E. VITUNAC
UNITED STATES MAGISTRATE JUDGE

APPEARANCES:

For the Plaintiff:

CAROLYN BELL
Asst. U.S. Attorney

For the Defendant:

ROBERT ADLER
Asst. Fed. Public Defender

Transcriber:

L. Byer

JACK BESONER & ASSOCIATES

3 The government would also point out to the Court
4 that the defendant has been quoted in the newspaper in the
5 Turks and Caicos Islands as saying that he intends to build
6 a 7,000 square-foot, two-story Mediterranean style home,
7 which his quote is, "I intend to build on this harbor for my
8 family."

18 MS. BELL: Your Honor, the defendant has been
19 behind a real estate project -- on Grand Turk Island,
20 negotiating with the Turks and Caicos government to build
21 what is supposed to be a very substantial real estate
22 project on Grand Turk Island.

19 MS. BELL: According to a newspaper article, as I
20 said Mr. Johnson is quoted as saying that the first
21 residents of this project would be built for his family, and
22 I believe that the typical resident shown on this project
23 would be -- appears to be the home that Mr. Johnson has said
24 he intends to build for his family in the Turks and Caicos
25 Islands.

10 THE COURT: Is there, in fact, a project in the
11 Turks and Caicos -- a real estate project ongoing?

12 MS. BELL: Yes. However, it's unclear whether the
18 certain paperwork to allow this deal to go forward. This
19 deal is supposed to be a nice part of the Grand Turk
20 economic plan. So, as you can see it takes up an enormous
21 portion of Grand Turk Island and

20 Q In fact, Mr. Johnson had made complaints about the
21 investigation that the F.B.I. was undertaking in regard to
22 his financial assets and his bankruptcy, correct?

23 A He made a complaint about a vindictive investigation
24 prosecution.

25 Q Right. So it's fair to say that Mr. Johnson has known

15

1 that he's been under investigation going back to 1993,
2 correct?

3 A That's correct.

16

1 Q Well, what is the asset of Ice Ban America, Inc.? Is
2 it the patent to this invention or is it the actual
3 manufacturing process? What is the asset of that
4 corporation?

5 A I believe the asset is the patents.

11 Q Well, for example, isn't there a corporation up in New
12 York that involves Mr. Johnson's family that has the
13 franchise rights for this process?

14 A That's my understanding.

19

5 Q What is the value that you believe the government could
6 prove was placed on those shares?

7 A Not on the entire 3.925 million, but at least on the
8 500,000 shares, the Marlin Preservation Fund, according to
9 the Scotland Yard deputy inspectors who have talked to the
10 officials in the Turks and Caicos Islands, Warren Johnson 1007
11, told them that - as E - - - - - 14

1 on March 25th of 1998, correct?

2 A No, that's not correct. You're asking me about a
3 valuation, and that 30,000 shares in that transaction
4 translated into \$280,000.

5 Q Well, that was the value that the parties put on the
6 transfer, correct?

7 A That's correct.

8 Q Okay. And that transaction occurred, I think you said,
9 in June of '97?

1 BY MS. BELL:

17 Q Now, with respect to the Turks and Caicos deal that
18 we're talking about, the deal there, how much -- what was it
19 that the Turks and Caicos government was looking for at that
20 point in time?

21 A I've been advised the Turks and Caicos Islands was
22 initially asking for a \$2 million to \$3 million cash
23 deposit. And the next thing that happened in lieu of that
24 was they provided -- they were provided with these 500,000
25 shares of Ice Ban stock.

11 THE COURT: But the forfeiture is only for
12 \$250,000 and Ice Ban America is worth some \$25 million,
13 plus?

14 MS BELL: It's unclear how much the stock is
15 worth, your Honor, but, yes, it could be worth that much.

16 THE COURT: You said the unrestricted shares are
17 selling between \$5 and \$10 a share and the \$250,000

10 MR. ADLER: Well, I think the reason is -- and the
11 government knows this -- is that Mr. Johnson is a developer.
12 And he has been consulting going back for over a period of
13 a year with the Turks and Caicos so they could do a
14 development down there.

15 THE COURT: But why does he need to have 3.925
16 million shares of those stocks in the Turks and Caicos?

1 THE COURT: Well, I think there is proof that they
2 have some value based on what the government has shown in
3 transactions. So the burden sort of shifts to you to say a
4 legitimate reason why those shares of stock should remain in
5 the Turks and Caicos. Does he have a legitimate business
6 reason that they're tied up with the government there? What
7 is the reason?

8 MR. ADLER: Well, I think you're getting into the
9 whole analysis of what the development is down there. And
10 if we want to get into that, we probably could spend a good
11 part of the day going over what's going on down there.

21 THE COURT: Back to Mr. Johnson. You were going
22 to tell me why that stock couldn't come back to the United
23 States.

24 MR. ADLER: Right. The reason is the stock has
25 been transferred, and it's as if somebody transferred an

1 asset. Once it's gone, it's gone.

2 THE COURT: Are you saying that Mr. Johnson no
3 longer controls that stock?

4 MR. ADLER: He absolutely does not control the
5 stock. The stock was transferred -- we don't deny that Mr.
6 Johnson had a status with that development in the Turks and
7 Caicos which has been ongoing for quite some time. But that
8 stock was transferred, and it can't be gotten back.

9 THE COURT: What is the actual basis for that
10 conclusion that it's transferred and can't be gotten back?

11 MR. ADLER: It was given away.

12 THE COURT: To whom?

13 MR. ADLER: The government's documents, I think,
14 are correct in that regard. It was given away to that
15 individual who was a transfer agent for companies in the
16 Turks and Caicos who are -- and, again, it's complicated
17 who's trying to develop what, but there is a development
18 that is being attempted down there. And Mr. Johnson is a
19 consultant for that development.

20 Again, that is his business. He's been a
21 developer for years. That's what he does. He's a
22 consultant on real estate development.

23 But as far as that concrete asset, it can't be
24 gotten back.

8 MS. BELL: Your Honor, first of all, if Mr. Adler
9 is going to be making any factual proffer, we would ask that
10 we be allowed to cross-examine.

11 Second of all, at least with respect to the
12 500,000 shares that were put into the Marlin Preservation
13 Fund, Mr. Johnson offered those 500,000 shares as collateral
14 to the Turks and Caicos government in lieu of a \$2 million
15 cash deposit that he was to personally put up.

39

1 Fund was put up as collateral -- offered as collateral by
2 Mr. Johnson. So to say that he no longer has control over
3 these assets is -- does not appear to be in keeping with the
4 facts.

45

7 THE COURT: Well, these obviously have to have
8 some value or people wouldn't be taking them in satisfaction
9 of debt and as collateral.

17 MR. ADLER: -- offered some stock as collateral.
18 It's still not clear whether he did that for himself or as
19 a consultant for some other entities. But it was offered as
20 collateral. I could go out and offer you anything as
21 collateral on a debt. That doesn't mean it truly has that
22 value. And even if you accept it as collateral, it doesn't
23 mean it's full collateralization. 1011

24 THE COURT: Well, that's all absolutely true, but
25 the evidence that the government has presented is that

1 folks in the Turks and Caicos wanted three million --
2 \$2 million to \$3 million -- and in lieu of the hard cash,
3 they took an assignment of stock.

52

10 THE COURT: Mr. Johnson, do you have any interest
11 or control in any way, shape, or form, of any shares of Ice
12 Ban America stock in the Turks and Caicos?

13 THE DEFENDANT: No, your Honor.

19 Do you have any interest or control in any way,
20 shape, or form, of any Ice Ban America shares of stock or
21 any of its ancillary entities in the Turks and Caicos?

22 THE DEFENDANT: No, your Honor, and after I was
23 indicted, the government made an announcement to the press
24 that also said the same thing. If I had known this would be
25 an issue, I would have brought a copy of that press release.

53

1 THE COURT: Okay. Thank you, sir.

2 All right.

54

17 THE COURT: Okay. Do you own your house free and
18 clear now, Mr. Johnson?

19 THE DEFENDANT: Your Honor, I've always
20 represented to the Court that I did.

21 THE COURT: Yes. Okay. All right.

1012

22 THE DEFENDANT: And, your Honor, it was also an
23 asset in my bankruptcy that was exempt in my bankruptcy.

24 THE COURT: Okay. Then my indulgent finding I
25 will make, that I find that you are not a

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
NORTHERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

WARREN D. JOHNSON,

Defendant.

Docket No.
98-8039-CR-RYSKAMP

West Palm Beach, FL
May 5, 1998
11:00 a.m.

FILED BY
98 MAY 28 PM 4:00
CARLOS JUENKE
CLERK U.S. DIST. CT.
S.D. OF FLA.-W.P.B.

TRANSCRIPT OF HEARING
BEFORE THE HONORABLE KENNETH L. RYSKAMP

APPEARANCES:

For the Government: NEIL KARADBIL, ESQ.

For the Defendant: WARREN D. JOHNSON, PRO SE.

Court Reporter: Richard Greenspan, CSR, RPR, RMR, CRR
United States Court House
West Palm Beach, FL 33401

N-20

4 THE COURT: That's not going to satisfy the duty that
5 I have under the law. Under the law I have to determine, N-21
6 first, your age, your educational background, your physical and
7 mental health; secondly, the extent of your contact with
8 lawyers prior to the trial; third, your knowledge of the nature
9 of the charges and possible defenses and penalties; fourth,
10 your understanding of the rules of procedure, evidence and
11 courtroom decorum; fifth, your experience in criminal trials;
12 sixth, whether standby counsel should be appointed, and to the
13 extent which this counsel could aid you, and seventh, any
14 mistreatment or coercion of you; eighth, whether you are trying
15 to manipulate the events of the trial.

10 THE COURT: Do you understand the nature of the
11 charges against you? N-22

12 MR. JOHNSON: Your Honor, in order that I might
13 understand the nature and cause of the proceedings, I filed
14 with the court this morning a demand for a bill of particulars,
15 which I sent certified copies to Thomas E. Scott, United States
16 Attorney, Prosecutor, 500 Australian Avenue, Suite 400, West
17 Palm Beach, Florida, and also Caroline Bell, Assistant United
18 States Attorney at the same address, and I delivered by hand a
19 copy for you, Judge, and a copy for the court.

20 THE COURT: Saying at this point you don't understand
21 the nature of the charges against you?

22 MR. JOHNSON: Not until they answer my bill of
23 particulars.

1 magistrate judge, usually Magistrate Judge Vitunac handles
2 these motions on a standing order of reference, whether or not
3 it's determined that the indictment is sufficient to advise you
4 as to the nature of the charges.

5 Are you aware of the defenses that you may have, what
6 defenses exist at law to these charges?

7 MR. JOHNSON: I would believe the defenses would be
8 the evidence in the public record, affidavits that are
9 forthcoming from attorneys which will show these charges to be
10 without substance.

11 THE COURT: Do you know what kind of penalties are
12 associated with these charges, what term of imprisonment, the
13 maximum term of imprisonment and the fines that are involved?

14 MR. JOHNSON: The bankruptcy fraud, I understand the
15 penalty is ten years in prison, a quarter of a million dollars
16 fine for loan application fraud. I believe the penalty is 30
17 years in prison and a million dollars fine for a check that a
18 developer Harbor paid to a Lincus, which would be count 3, to
19 hook up to a 10 inch water main. I believe that if I am guilty
20 of money laundering under that count, it's ten years in prison
21 and a quarter of a million fine.

22 And a check that Lincus Corporation paid to my father
23 to repay a debt. I believe if that's found to be money
24 laundering, that would be 10 years in prison and another
25 quarter of a million fine.

2 Diane Johnson to purchase license rights to a product called 9
3 Iceband for New York State would be an additional three ~~ten~~
4 year prison terms and another \$750,000 fine, your Honor.

5 THE COURT: Have you conducted any study of the rules
6 of procedure and evidence?

7 MR. JOHNSON: Your Honor, I have picked up the Local
8 Rules, United States District Court for the Southern District
9 of Florida and I have read them. As a matter of fact, in the
10 hearing with Judge Vitunac, we were discussing some of the
11 rules and I was in fact reading her what was written so that we
12 might fully understand it.

13 THE COURT: Are you familiar with the Federal Rules
14 of Civil Procedure, do you have a copy of those available to
15 you?

16 MR. JOHNSON: I have not picked them up yet, your
17 Honor, but I intend to pick them up and read them.

18 THE COURT: Do you understand proper courtroom
19 decorum; have you observed a criminal trial in the past?

20 MR. JOHNSON: I have not, but if it is different than
21 civil procedures, your Honor, I would be glad for the court to
22 advise me, or if there is a book or a writing on it.

23 THE COURT: You might want to observe some criminal
24 trials that are conducted here from time to time.

25 MR. JOHNSON: Yes, your Honor.

1016

RICHARD GREENSPAN, CSR, RPP, RMR, CPP

10

25 THE COURT: Do you feel you have been mistreated in

RICHARD GREENSPAN, CSR, RPP, RMR, CPP

N-1-

1 any way in this process?

2 MR. JOHNSON: Absolutely.

3 THE COURT: Do you feel you have been coerced in any
4 way?

5 MR. JOHNSON: I believe I have, your Honor.

6 THE COURT: The government have any areas that you
7 feel ought to be covered?

8 MR. KARADBIL: Yes, your Honor.

9 THE COURT: All right.

10 MR. KARADBIL: May I question Mr. Johnson?

11 THE COURT: Certainly.

12 MR. KARADBIL: How have you been mistreated, sir?

13 MR. JOHNSON: I have filed various complaints with
14 the FBI involving a vendetta that started after I sued who I
15 believed to be an FBI agent's sister, one Corine Calvesina, and
16 I sent a letter it outlining the vendetta and the harassment to
17 Robert Newman, Agent-In-Charge in West Palm Beach.

18 Mr. Newman would have received that on a Friday
19 morning at 10:00 special delivery. Mr. Newman never responded
20 to me. However, Corine Calvesina appeared at the Gates of
21 Baypoint, and I walked up on the trunk of her car as she was
22 telling one of the other conspirators that I named in that
23 letter, a Raymond Loshe, that Johnson had fingered him with the
24 FBI. That was later confirmed by Raymond Loshe's wife's son,
25 Anthony Articone.

Later on I met with Mr. Aaron Sanchez, who was a high ranking official of the FBI in the Miami office and I filed a complaint against Ms. Manicure for violating my civil rights and Constitutional rights, as well as tortious interference with two advantageous business deals.

Subsequent to that, I had meetings with the judicial committee in Washington, Mr. Bill McCullem, who is a Congressman and the head of it. He brought in Paul McNulty, who was their senior counsel, and they started an investigation of the matters that I was charging. Their investigation was stopped because the Justice Department said that I was under investigation and would be indicted. As a matter of fact, I believe the Justice Department may have a conflict in this case and possibly a special prosecutor should be appointed.

MR. KARADBIL: Is that the extent of your mistreatment?

Let me ask another question.

THE COURT: Go ahead.

MR. JOHNSON: I can answer that question for you.

There is a lot more. An FBI agent David Ivon Holly, who was a neighbor of mine, mid-December 1992, shortly after I filed a Chapter VII bankruptcy, slandered at me to neighbors, specifically Dr. Randy Habsborn his wife Marion, also a Tom and Brenda Bender. A writing was done of that slander which in essence said that I was going down for bankruptcy fraud, that I

1 had illegally sold a parcel of land to an Adam Brown, which is
2 not true; that I had money hidden in Switzerland and they would
3 indict Adam Brown too to rough him up so that they would get
4 him to testify against me. I consider that mistreatment.

5 I also consider Mr. Michael McBride walking into Adam
6 Brown's office at Waterfront Properties under a false name
7 saying that he was interested in buying some real estate that
8 Mr. Brown had for sale, flashing his badge and for 15 to 20
9 minutes threatening him telling him that he wouldn't have such
10 a great business after McBride got done going to all his
11 customers and all his clients and telling them that he was
12 investigating him for bankruptcy fraud and he wouldn't have all
13 these plaques on the wall and all these honors. I consider
14 that harassment against a family member.

15 I consider it very serious when I catch Corine
16 Calvesina at the Gates of Baypoint saying that I fingered him
17 with the FBI when only six hours earlier the agent-in-charge
18 had received a special communication from me outlining a
19 potential conspiracy and then two days after that, on the way
20 to church at quarter to 10 in the morning, I'm passing
21 Calvesina's office and I see a gold four door Oldsmobile parked
22 next to her white Lexus. I stop, I can't believe it because a
23 well-recognized the car as Dave Ivon Holly's from the FBI and
24 wrote down the license plate number. I think these things are
25 all very, very serious, have very serious implications. 1019

1 MR. KARADBIL: Has anybody from the government
2 prevented you in any way from hiring your own lawyer?

3 MR. JOHNSON: Yes.

4 MR. KARADBIL: How has the government done that?

5 MR. JOHNSON: They told Robert Furr, who was under
6 retainer from me, that he couldn't talk to me.

7 MR. KARADBIL: Let's assume that ridiculous
8 accusation is true, Mr. Furr isn't even a criminal lawyer, is
9 he, he is a bankruptcy specialist?

10 MR. JOHNSON: No, but I would have used him as expert
11 counsel in preparation of a defense against the charge of
12 bankruptcy fraud.

13 MR. KARADBIL: Is there any other thing that the
14 government has done to prevent you from going out and hiring --
15 retaining Mr. Roth? You have retained Mr. Roth previously,
16 isn't that so?

17 MR. JOHNSON: I retained Mr. Roth to make sure that I
18 didn't get indicted and so that I had a criminal attorney
19 representing me as was suggested by Mr. Aaron Sanchez of the
20 FBI.

21 I have also interviewed Butch Slaughter in Orlando,
22 Bob Leventhal, Mr. Trumblea in Tampa by phone and Ted Klein in
23 Miami.

24 MR. KARADBIL: These are all criminal defense
25 attorneys?

1020

1 MR. JOHNSON: Yes, they are.

2 MR. KARADBIL: What is the reason you haven't hired
3 them?

4 MR. JOHNSON: The reason I haven't hired them is
5 because I didn't have the ability to pay them the quarter of a
6 million dollars up front which by your Local Rules say that if
7 they don't receive their money up front, then they can't be
8 dismissed from the case for lack of payment, and the reason I
9 couldn't pay them is because I have a home worth approximately
10 \$300,000 that's been free and clear for ten years that I had
11 going in to a bankruptcy that was except under the bankruptcy
12 and the U.S. Attorney's Office has listed that home improperly
13 for forfeiture under this indictment.

14 MR. KARADBIL: Does the court want us to get into
15 financial matters at this point?

16 THE COURT: You mean as his ability to pay?

17 MR. KARADBIL: Yes, Judge.

18 THE COURT: If that's the reason he doesn't have an
19 attorney, would you accept a court-appointed attorney if you
20 could establish to the satisfaction of the court that you don't
21 have the money to pay an attorney?

22 MR. JOHNSON: Your Honor, under Rule 44, page 160,
23 item 18, it says every person who is indicted on a capital
24 crime shall be allowed to make his full defense by counsel
25 learned in the law and the court before which he is tried or

1 some judge thereof shall immediately upon his request assist
2 him in selecting such counsel, not to exceed two, as he may
3 desire.

4 I believe this is a Sixth Amendment right. I have
5 already stated to Judge Vitunac that I would love and desire to
6 have a Ted Klein represent me or a Mr. Trumblea of Tampa.
7 Unfortunately, Mr. Slaughter and Mr. Levinthal are too jammed
8 with their schedules to represent me. I would want someone
9 that is learned in the law that has defended and won cases that
10 are bankruptcy fraud, loan application fraud and money
11 laundering as well as forfeiture.

12 THE COURT: Let me say that from my experience, first
13 of all, the Public Defender's Office here has highly competent
14 lawyers who very often perform at a higher level than some
15 retained lawyers.

16 Secondly, if it is determined that some lawyer who is
17 available under the Criminal Justice Act, which we call CJA
18 lawyers, would be more qualified for some type of case like
19 this, it may go to a CJA lawyer. That would be up to the
20 discretion of the magistrate judge, who makes such decisions.

21 My experience has been that some of these CJA lawyers
22 are some of the finest lawyers that practice here. Some of
23 them have huge practices and permit their name to stay on the
24 list just because they feel a duty to the system to provide
25 counsel to people who cannot afford it, but of course you would

1 have to go, if you get either the public defender or a CJA
2 lawyer, you would have to go through an examination as to your
3 finances and I'm not doing that at this time. I general don't
4 do that. The magistrate generally does that.

5 It seems to me that that process was started in the
6 hearing that you had, but for some reason it went off in a
7 different direction.

8 As much as you think you are competent to defend
9 yourself, I don't even think that lawyers -- criminal lawyers -
10 who may be defendants are competent to defend themselves and I
11 would urge you as strenuously as I can to somehow get a lawyer,
12 whether that's a retained lawyer or a court-appointed lawyer,
13 and I do that for your own protection, because there are many
14 complicated issues, some certainly with regard to evidence. A
15 defense lawyer might keep out evidence that you wouldn't know
16 how to make an objection to keep that evidence out, so I would
17 urge you, whatever way you go, you should get a lawyer to
18 represent you.

19 MR. JOHNSON: Judge, do you have --

20 THE COURT: I think you are assuming that any
21 court-appointed lawyer, whether it be public defender or CJA
22 lawyer, is not going to be competent in this area, and that has
23 not been my experience at all in the 12 years that I have been
24 on the bench. 1023

25 MR. JOHNSON: Judge, do you have any CJA lawyers that

1 you know, that you consider competent in these areas I have
2 been charged? I would be glad to interview them.

3 THE COURT: I can't make a recommendation in that
4 regard, and frankly, I don't believe in the 12 years I have
5 been here I have had a case of bankruptcy fraud before. I
6 don't know that anybody is going to make a specialty of that,
7 although I had a case recently where a defendant was charged,
8 kind of similar, about withholding from the IRS and it seemed
9 like he had a lawyer who had considerable knowledge in that
10 area, but I don't know how similar that is to bankruptcy fraud.
11 I couldn't make a recommendation in that regard.

12 MR. JOHNSON: Your Honor, I will call Mr. Klein and
13 ask him if he is a TJA lawyer.

14 THE COURT: C. Criminal Justice Act, or if he would
15 agree to work at the rates that a CJA lawyer -- we might make a
16 special appointment, we do that from time to time.

17 MR. JOHNSON: How much is the rate, your Honor?

18 THE COURT: What is the rate, do you know?

19 MR. KARADBIL: Judge, I am not familiar. It is a
20 certain hourly, 75 or \$100 an hour or something of that nature.

21 THE COURT: There is a certain rate for in court time
22 and there is a certain rate for out of court time.

23 MR. KARADBIL: Last I knew it was in the area of \$75
24 or \$100 an hour, and I don't believe Mr. Klein -- I would be
25 surprised if Mr. Klein is on the CJA list.

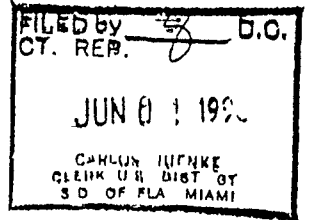
1 THE COURT: I don't think he is on the list, but he
2 might agree to work under a special appointment.

3 MR. KARADBIL: I know Mr. Johnson wants -- once
4 again, he wants to manipulate the system. He wants to have
5 somebody appointed that he wants, he want to have him directed
6 at a certain rate. I would submit that he is only -- the only
7 reason he is not hiring a lawyer is because he is basically
8 shopping and delaying things as long as he can.

9 THE COURT: I will do this. I think Mr. Johnson
10 understands the importance of having a lawyer and I don't think
11 he wants to represent himself. I'm going to send him back to
12 Judge Vitunac for a hearing on his financial ability to get a
13 court-appointed lawyer and a report re counsel. He may retain
14 somebody in the interim, but I think we have gone as far as we
15 could.

16 Let me say that based upon what I have heard, I think
17 he is probably competent to represent himself, as any other
18 individual who wants to represent himself. I mean, he is not
19 mentally disabled. He has had sufficient education. If he
20 does represent himself, he should observe some criminal trials
21 so that he understands the general procedure and courtroom
22 decorum, but it's not in his best interests to represent
23 himself.

24 I will send you back before Judge Vitunac and maybe,
25 we can get this thing under way.



1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF FLORIDA
3 WEST PALM BEACH DIVISION
4

5 UNITED STATES OF AMERICA,

No: 98-8039-CR-RYSKAMP

6 Plaintiff,

May 14, 1998

West Palm Beach, Florida

7 v.

8 WARREN D. JOHNSON,

9 Defendant(s).
10
11

ORIGINAL

12 TRANSCRIPT OF ARRAIGNMENT HEARING
13 BEFORE THE HONORABLE ANN E. VITUNAC,
14 UNITED STATES MAGISTRATE JUDGE.

15 APPEARANCES:

16 For the Plaintiff:

CAROLYN BELL
Asst. U.S. Attorney
701 Clematis St., Rm. 317
West Palm Beach, FL 33401

17
18
19 For the Defendant(s):

ROBERT ADLER, ESQ.

20
21 Transcriber:

E. Lawton

22
23
24
25
88
Jack Besoner & Associates
Suite 220
172 West Flagler Street
Miami, Florida 33130

N-34

1 THE COURT: Warren D. Johnson, Case 98-8039-CR-
2 Ryskamp. May I have counsels' representations?

3 MS. BELL: Good morning, your Honor. Carolyn Bell
4 on behalf of the United States.

5 THE COURT: Good morning, counselor.

6 MR. ADLER: Good morning, Judge.

7 THE DEFENDANT: Warren Johnson on behalf of
8 himself.

9 MR. ADLER: Bob Adler on behalf of Mr. Johnson.

10 THE COURT: Good morning, Mr. Adler. Mr. Johnson,
11 you now have counsel to represent you in this case. Are we
12 ready for arraignment?

13 MR. ADLER: Judge, actually we are not ready to
14 proceed with arraignment. Mr. Johnson has told me he has
15 matters that he wishes to address to the Court in regard to
16 counsel. I have not had an opportunity to review the
17 indictment with him, that he elected not to do that, and
18 that he wanted to speak with the Court first.

19 THE COURT: Mr. Johnson?

20 MR. ADLER: Yes, ma'am. May I be seated?

21 THE COURT: Yes.

22 THE DEFENDANT: Your Honor, no disrespect to the
23 Court, but I'd like to hire counsel who works for me, who is
24 knowledgeable in the law, who is not an officer of the
25 Court, or works for this Court.

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N-35 1027

1 And at the Ferreta (phonetic) Hearing, May 8th
2 before Judge Ryskamp, it was discussed, and Judge Ryskamp
3 told me that the Court can appoint Ted Klein, special
4 counsel, to Warren Douglas Johnson, Jr.

5 And, as such, I would like to proceed with two
6 things, your Honor. One a financial hearing, because we
7 have an issue whereby the prosecution has told a counsel I
8 had under retainer, Robert Fuer of Fuer & Cohen, who I had
9 retained at the same time I retained David Roth, paid him a
10 thousand dollar retainer, knowing that I would need a
11 special bankruptcy expert to help prepare my defense in the
12 event I was indicted.

13 It has since come to my attention that, since a
14 Mr. Ray Loshi (phonetic) continued to sue me for two and a
15 half years after I was discharged in bankruptcy, and I ended
16 up paying him over \$300,000, that I have the right to go
17 back before Judge Friedman's court and get my money.

18 THE COURT: Mr. Johnson, none of that is relevant
19 to the inquiry here today.

20 You have been appointed the federal defender to
21 represent you. If the federal defender feels that he is in
22 need of assistance from another counsel, because the issues
23 are so complicated that he can't handle them, he'll bring
24 that to the Court's attention.

25 But this morning we are ready for arraignment on

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N-36 1028

1 this indictment and you have been appointed counsel to
2 represent you.

3 And I have made a finding that you cannot afford
4 to hire your own counsel based on the testimony that you
5 gave to this Court at a prior hearing. So, we don't need
6 another financial hearing in this matter. You have been
7 appointed counsel to represent you. All right, sir?

8 THE DEFENDANT: Just because I have--don't have
9 the finances now to pay Mr. Klein does not mean that after a
10 hearing in Judge Friedman's court, who is a federal judge,
11 who told me that if anyone even so much as called me after I
12 was discharged in bankruptcy and suggested I still owe them
13 money, to come back in that court and file a motion, and he
14 would deal with them and hold them in contempt of that
15 order.

16 THE COURT: Okay. That's a different issue
17 entirely. And you can deal in front of Judge Friedman with
18 respect to your bankruptcy issues.

19 THE DEFENDANT: Can I be represented, your Honor,
20 by my bankruptcy attorney, who is under retainer by me?

21 THE COURT: If your bankruptcy attorney wants to
22 come into this criminal case and represent you, and you have
23 made arrangements to hire him in this case, you can hire any
24 attorney you want to come in and represent you in this case,
25 if you have someone who is willing to pay that attorney's

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1029

1 fees.

2 At this point, you are indigent, and you have been
3 appointed a lawyer to represent you. If you want to hire
4 another lawyer later on, and that lawyer wants to substitute
5 in, of course that lawyer can do so.

6 THE DEFENDANT: Your Honor, I'm talking about
7 having Robert Fuer as an attorney, as a special bankruptcy
8 expert, who I need to talk to, who I've given a retainer to.
9 I think it's improper that the prosecution should tell him
10 he can't speak to me. I think it's in violation of the
11 State laws regarding attorney-client privilege.

12 THE COURT: Ms. Bell?

13 MS. BELL: Your Honor, the government has never
14 told anyone they couldn't speak with Mr. Johnson. Perhaps
15 Mr. Fuer is referring to the order of the Court not allowing
16 Mr. Johnson to contact potential witnesses. But even there,
17 frankly, I haven't talked to Mr. Fuer and told him anything.

18 THE COURT: Is Mr. Fuer a potential witness in
19 this case?

20 MS. BELL: Yes, your Honor. Yes.

21 THE COURT: All right. Well, he would most
22 likely--he would have a conflict and not be able to
23 represent you in this case if the government is going to
24 call him as a witness in this case. If he's a witness
25 against you, he can't very well be representing you.

MONDAY, MARCH 25, 2002

Convictions of executives overturned

THE ASSOCIATED PRESS

TAMPA — A federal appeals court has overturned the convictions of two former executives of Nashville, Tenn.-based HCA who were accused of defrauding government health-care programs at a company hospital in western Florida.

Jay A. Jarrell and Robert W. Whiteside were convicted in Tampa in July 1999 of making false statements in Medicaid reimbursement cost reports and of conspiracy to defraud the government by those false statements.

The case focused on billing from Fawcett Memorial Hospital in Port Charlotte.

Prosecutors charged expenses were repeatedly billed as capital outlays when they should have been listed as administrative and general expenses carrying lower reimbursement rates.

During the trial, the men testified that they thought the payment requests were accurate.

The 11th U.S. Circuit Court of Appeals in Atlanta agreed.

In its ruling published Friday, it said the government failed "to prove that the alleged statements were knowingly and willfully false."

Whiteside's attorney, Walter Dellinger, said Sunday that his client was pleased with the court's ruling.

"The 11th circuit's opinion is a clear vindication of Bob Whiteside, Jay Jarrell and HCA," Dellinger said.

Jarrell, former head of HCA's southwest Florida division, was ordered to serve 33 months in federal prison, pay nearly \$1.7 million restitution and fined \$10,000.

Whiteside, a former senior reimbursement executive from Brentwood, Tenn., was sentenced to two years in prison and ordered to pay a \$7,500 fine.

Special report: CEO compensation

Rank	Company	CEO				
18	Merrill Lynch	David H. Komansky,				
LTIP ¹ payout	Restricted stock award	Stock option gains	Potential option value ²	2001 total incl. option value	2001 stock return	
---	\$10.3	\$25.7	\$11.5	\$49.2	-23.6%	

Total compensation: Includes pay, the value of restricted stock awards, gains from exercised stock options and potential gains from stock options granted in 2001.

Orlando Sentinel
OrlandoSentinel.com

FRIDAY, FEBRUARY 1, 2002

SECTION B



Prudential trial nears end

Prudential Insurance Co. cheated policyholders out of more than \$15 billion by deceptively churning life insurance sales in the 1980s and 1990s, an attorney for customers told jurors at the close of a fraud trial Thursday. Prudential acknowledged making deceptive sales years ago but said it should not be punished now because it has spent \$4 billion on a national class-action settlement and \$200 million on regulatory fines.

United States Court of Appeals

Eleventh Circuit
56 Forsyth Street, N.W.
Atlanta, Georgia 30303

EXHIBIT P

Thomas K. Kahn
Clerk

In Replying Give Number
Of Case And Names of Parties

March 15, 2002

Clarence Maddox
Clerk, U.S. District Court
701 Clematis St., Room 402
West Palm Beach FL 33401

RE 01-11840-FF USA v Warren D Johnson, Jr
DC DKT NO 98-08039 CR-KLR

The enclosed certified copy of the judgment and a copy of this court's opinion are hereby issued as the mandate of this court

Also enclosed are the following
Original Exhibits, consisting of one folder
Original record on appeal or review, consisting of twenty-six volumes

Please acknowledge receipt on the enclosed copy of this letter

A copy of this letter and the judgment form, but not a copy of the court's opinion or Rule 36-1 decision, is also being mailed to counsel and pro se parties. A copy of the court's opinion or Rule 36-1 decision was previously mailed to counsel and pro se parties on the date it was issued

Sincerely,

THOMAS K. KAHN, Clerk

Reply To: James Delaney (404) 335-6113

The Clerk shall return the ps1 to the United States District Court at a later date.

Encl.

1034

P-1

MDT-11-2901)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

UNITED STATES OF AMERICA,

Plaintiff,

Case No 98-8039-CR-Ryskamp

v

WARREN D JOHNSON, JR.,

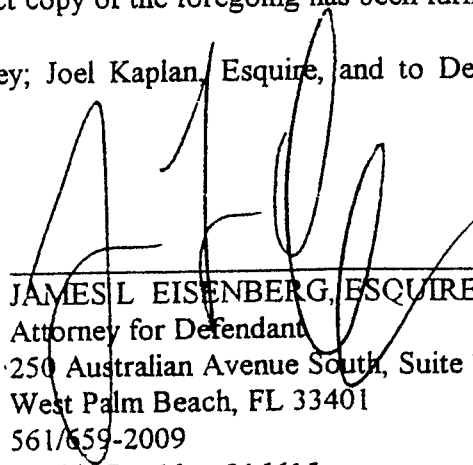
Defendant.

NOTICE OF FILING

COMES NOW the Defendant, WARREN D. JOHNSON, JR. and hereby gives notice of
filing the following:

- 1 Pro-Se Motion to Overturn Conviction/New Trial and Release Warren D Johnson,
Jr , and
2. Affidavit of Jerry P. Linkous

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by
U S Mail to Carolyn Bell, Assistant U S. Attorney; Joel Kaplan, Esquire, and to Defendant,
this 21 day of February, 2001.



JAMES L. EISENBERG, ESQUIRE

Attorney for Defendant

250 Australian Avenue South, Suite 704

West Palm Beach, FL 33401

561/659-2009

Florida Bar No 216615

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 98-8039-CR RYSEAMP.

UNITED STATES OF AMERICA
Plaintiff,
Vs.

WARREN D. JOHNSON, JR.
Defendant

MOTION TO OVERTURN CONVICTION / NEW TRIAL AND
RELEASE WARREN D. JOHNSON, JR.

THE GOVERNMENT'S CASE IS A FRAUD AND LIES, THE TRUTH IS THAT
DR. WALTER HARBER OWNED 100% OF THE LOTS IN BAY POINTE ESTATES
ON OR BEFORE JANUARY 7, 1994 AND THERE WAS NO PROFIT IN
BAY POINTE ESTATES LAND TRUST. (SEE ATTACHED DOCUMENTS)

THE FACTS ARE SIMPLE: (1) HARBER OWED LINKOUS; (2) LINKOUS
OWED WARREN D. JOHNSON, SR. & (3) WARREN D. JOHNSON, SR.
PURCHASED A LICENSE AGREEMENT FROM DIANNE JOHNSON.
ALL OF THE ABOVE ARE LAWFUL TRANSACTIONS, WELL DOCUMENTED
AND REPORTED ON THE TAX RETURNS OF HARBER, WARREN D. JOHNSON, JR.
AND DIANNE JOHNSON FROM 1982 TO 1994.

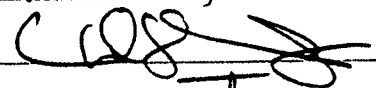
THE CLAIM IN COUNT 2 WAS EXTENDED 6 MONTHS BEFORE THE 1/2/91
FINANCIAL STATEMENT OF WARREN JOHNSON, JR., WHICH WAS
ONLY A COPY WHICH JOHNSON NEVER GAVE TO THE BANK.

THE BANK REJECTED JOHNSON'S FINANCIAL STATEMENT
THREE TIMES BY LETTER (they wanted a joint statement)
AND NEVER EXTENDED THE LOAN IN 1991.

NEW GUIDANCE

- A. WARREN D. JOHNSON, SR TAX RETURNS AND CLOSING
STATEMENTS FROM 1978 TO 1983 FOUND BY JEFF JOHNSON
IN OLD STORE BOXES.
- B. THE FOLLOWING F.B.I. (302) FIELD REPORTS THAT WERE
DESTROYED OR WITHHELD IN VIOLATION OF JENKS (BRADY
CASES: (1) PAUL JOHNSON; (2) JOAN THOMSON; (3) JERRY
CINKOUS AND DR. WALTER HARBER.
- C. DR. HARBER'S TAX RETURNS FROM 1982 TO 1993.
- D. DR. HARBER'S CANCELLED CHECKS TO CINKOUS CORPORATION
THAT WOULD REFLECT DATA ON HARBER'S TAX RETURNS.

RESPECTFULLY SUBMITTED


WARREN D. JOHNSON, JR.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

UNITED STATES OF AMERICA,

Plaintiff,

vs.

Case No. 98-8039-CR-RYSKAMP

WARREN D. JOHNSON, JR.,

Defendant.

NOTICE OF FILING AFFIDAVITS OF
WARREN D. JOHNSON, SR. AND JEFFREY JOHNSON

COMES NOW, the defendant Warren D. Johnson, Jr., pro se,
and hereby files into court the Affidavits of Warren D. Johnson,
Sr. (Exhibit A) and of Jeffrey Johnson (Exhibit B), as it relates
to this case.

Respectfully submitted this 27th day of March, 2002.



Warren D. Johnson, Jr.
53225-004 / A-3 Low
Federal Correctional Complex
P.O. Box 1031
Coleman, Florida 33521

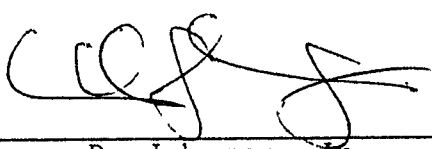
CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was mailed this
27th day of March, 2001 to the following:

Carolyn Bell
Assistant U.S. Attorney
500 Australian Avenue, Suite 400
West Palm Beach, Florida 33401

James L. Eisenberg, Esq.
250 Australian Avenue, Suite 704
West Palm Beach, Florida 33401
(Term 06/24/99)

BY:



Warren D. Johnson, Jr.

**DIANNE JOHNSON
RIVESIDE BANK #1002141708**

CHK #	DATE	ISSUED TO	AMOUNT
229	3/21/94	AMERICAN EXPRESS	\$1,147.07
230	3/21/94	SOUTHERN BELL	306.05
231	3/21/94	LANE BRYANT	86 90
232	3/21/94	STUART NEWS	26.97
233	3/21/94	MARTIN UTIL.	26.55
234	3/29/94	BRD.OF REALTORS	10.00
235	3/31/94	LIVING WATERS	12,500.00
236	3/31/94	ALBERT DEVILLE (CAPITAL TITLE)	2,800 00
237	3/31/94	GMAC	5,255.91
238	3/31/94	VOLVO	2,008.70
239	3/31/94	WORLD CHALLENGE	150 00
240	3/31/94	ADELPHIA	26 10
241	3/31/94	FPL	209 30
242	3/31/94	BPPOA	1,242 79
243	3/31/94	CITIBANK	913.66
244	3/31/94	DISCOVER	5 72.24
245	4/1/94	WATERFRT.PROP.	299 75
246	4/1/94	HOME PROP.MGT	695 00
247	4/7/94	BURMAN&CRITTON	260.00
248	4/11/94	CONS.BOOK	24 86
249	4/12/94	ADAM BROWN	25,000.00
250	4/15/94	FIDELITY FEDERAL	3,000 00
251	4/20/94	MOBIL	30 00
252	4/20/94	B P S	101 75
253	4/20/94	MOBIL	122.68
254	4/20/94	CITIBANK	347.32
255	4/20/94	SOUTHERN BANK	322.46
256	4/20/94	AMERICAN EXP	152 41
257	4/20/94	MARTIN CO UTIL	51 88

DIANNE JOHNSON
RIVERSIDE BANK

PAGE 2

CHK#	DATE	ISSUED TO	AMOUNT
258	4/20/94	EURO MOTORS	\$ 200.00
259	4/22/94	FPL	215 18
260	4/22/94	LIVING WATERS	1,000.00
261	4/22/94	RIVERSIDE	1,000 00
262	4/24/94	LIVING WATERS	1,000.00
263	4/24/94	CLERK OF COURT	35 00
264	5/2/94	HOME PROP.MGT	695.00
265	5/3/94	GEORGE JANKE	15 000.00
266	5/3/94	ADELPHIA	26.10
267	5/3/94	NOLEN&HOLT	794.00
268	5/3/94	MOBIL	101 00
269	5/5/94	ADAM BROWN	20,000.00
270	5/5/94	MARK JOHNSON	200.00
271	5/13/94	WARREN JOHNSON	4,000.00
272	5/16/94	ADAM BROWN	20,000 00
273	5/20/94	MOBIL	7 37
274	5/20/94	MARTIN CO.UTIL	45.78
275	5/20/94	AMERICAN EXP	813.44
276	5/20/94	SOUTHERN BELL	272.66
277	5/20/94	FPL	276.93
278	5/20/94	CITIBANK	523 27
279	5/24/94	WARREN JOHNSON	1,000 00
280	5/27/94	AMERICAN CLEAN	150 00
281	5/31/94	LLOYD MINEAR	10,000 00
282	5/31/94	DIANNE JOHNSON	1,000 00
283	5/31/94	RIVERSIDE NAT.	8,065 65
284	6/2/94	SEARS	420 00
285	6/5/94	JAMES SCHEER	75 00
286	6/6/94	PALM CITY FLOWERS	36.04
287	6/6/94	ADELPHIA	78.30
288	6/6/94	LARRY C OSTEEN	75 20
289	6/6/94	LARRY C OSTEEN	79 80
290	6/6/94	LARRY C. OSTEEN	239.60
291	6/9/94	GEORGE JANKE	5 000 00
292	6/12/94	ADAM BROWN	10,000 00
293	6/12/94	AMERICAN EXPRESS	1,675 00
294	6/12/94	PMS PRODUCTS	103 17

**DIANNE JOHNSON
RIVERSIDE BANK**

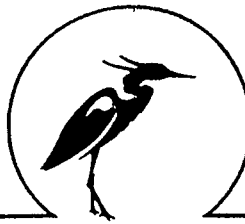
PAGE 3

CHK #	DATE	ISSUED TO	AMOUNT
295	6/15/94	MARTIN CO. UTIL. \$	46 09
296	6/15/94	RIVERSIDE BNK	150 00
297	6/15/94	SOUTHERN BELL	287.68
298	6/15/94	MOBIL	168 96
299	6/15/94	BPPOA	1 242 79
300	6/16/94	JENNIFER JOHNSON	50 00
301	6/20/94	PRO DENTAL	60 00
302	6/20/94	FPL	297 84
303	6/20/94	DISCOVER	353 17
304	6/20/94	CITIBANK	1,206 61
305	6/23/94	MOBIL	250 00
306	6/23/94	ECO SNOW	5 000 00
307	7/12/94	LYMAN & LYMAN	300 00
308	7/14/94	W. JOHNSON, SR	2,000 00
309	8/11/94	ECO SNOW	7,500 00
310	8/17/94	MARTIN UTIL.	29 80
311	8/17/94	LANE BRYANT	12 19
312	8/17/94	MOBIL	917 00
313	8/24/94	MOBIL	88.45
314	8/24/94	POSTMASTER	35 00
315	8/24/94	VOID	-----
316	8/26/94	DEBBIE MURPHY	65 00
317	8/26/94	MARK JOHNSON	2,000.00
318	8/26/94	CASH	1,000 00
319	8/29/94	ADAM BROWN	5,000.00
320	9/6/94	PAT YOUNG	500 00
321	9/13/94	PRICE COSTCO	60 00
322	9/13/94	ADELPHI	26 10
323	9/13/94	MOBIL	100 00
324	9/13/94	AMERICAN EXP.	448 15
325	9/16/94	SAVE SEALIFE	100 00
326	9/16/94	SOUTHERN BELL	378 79
327	9/16/94	MOBIL	31 75
328	9/16/94	MARTIN UTIL	46 39
329	9/16/94	BPPOA	1,242 79
330	9/22/94	ECO SNOW	5 500 00
331	9/24/94	MARJORIE DUNN	120 00

**DIANNE JOHNSON
RIVERSIDE BANK**

PAGE 4

CHK #	DATE	ISSUED TO	AMOUNT
332	9/24/94	CONS. BOOK CLB.	\$ 22 46
333	9/24/94	PASSPORT OFFICE	55 00
334	9/24/94	PASSPORT OFFICE	55 00
335	9/24/94	FPL	310 00
336	10/27/94	ECO SNOW	4,500 00
337	10/27/94	MOBIL	200 00
338	10/27/94	ADELPHIA	26 10
339	11/1/94	ILLEGIBLE	49 50
340	11/3/94	SCOTT BENNETT	50 00
		TOTAL	\$225,178.98
		BALANCE	-178.98



BAY POINTE
LUXURY WATERFRONT RESIDENCES

September 1, 1994

Walter Harber, as Trustee
2111 W. Mountcastle Drive
Johnson City, Tenn. 37601

RE: SHUTDOWN OF BAY POINTE ESTATES & LOSS OF DOCK PERMITS

Dear Mr. Harber:

As you know, Cangianelli Marine Construction has been denied DOCK PERMITS for all future lots on the Riverfront of Bay Pointe Estates. The project is growing up with weeds and will be impossible to market without docks.

As we previously discussed, you are ill prepared to deal with Martin County and lack the specialized expertise to complete this project. Therefore, I accept your offer to take over construction management of Bay Pointe Estates and complete the following:

1. Wrap up all earth work and pumping of fill onto BAY POINTE ESTATES as soon as possible.
2. Have LaConte Engineering apply for a new South Florida Water Management Dredge & Fill Permit which you let expire. There will probably be a fine and additional engineering fees due.
3. Hire Charles Cangianelli as a consultant to investigate Martin County's denial of dock permits.
4. Re-permit the off-site sewer force main that Martin County Utilities has stalled on you.
5. Take charge of your contractor, Sheltra & Son, who have moved on to other jobs and given you nothing but excuses.

Dianne Johnson will again offer this property to the Federal Bankruptcy Court as your broker. I was told after her March 10, 1994 offer that they had no interest in purchasing them.

Because I am on the Community Review Committee for Bay Pointe, and I initiated this addition to Bay Pointe, I do NOT WANT THIS PROJECT TO FAIL as it will hurt all my neighbors property values. We can not have an unfinished project associated with Bay Pointe. When the project is completed, I will bill you for my time and expertise.

Yours

Warren D. Johnson, Jr.

R-1

1044

September 1, 1994

Marta Singerman, Esq.
Tabas & Singerman
25 South East 2nd. Avenue
Suite 919
Miami, Florida 33131

RE: Warren Johnson

Dear Ms. Singerman;

On April 6, 1994 a package dated March 10 was sent via Les Osborne of Furr & Cohen regarding properties sold by Warren Johnson in 1991 which I wished to purchase. He felt that we should offer these deal to the Trustee first. Les Osborne reported to Warren Johnson that you told him you had no interest in purchasing these properties and for me to go ahead but apparently forgot to sign the release dated May 19, 1994.

To date the properties are available for sale but in a further distressed condition due to the following, (1) the Harbour Pointe P.U.D. phases 5 & 6 have been shut down by the South Florida Water Management District due to the expiration of their dredge & fill permits, (2) Martin County has denied the dock permits for the Riverfront Lots in phase (6), (3) the litigation has stalled on the Retirement facility at Palm Aire, Ltd. due to the failure of the partnership to fund the retainer in the amount of \$ 50,000 to Colson, Hicks, Eldson, Colson & Matthews, as per their enclosed letter of August 3, 1994.

I would be happy to broker these deals to the Trustee and suggest the following prices: \$ 1,650,000 to Dr. Walter Harber, as Trustee and \$ 100,000 to Adam Brown which is less than their current costs in Harber Pointe P.U.D. phases 6 & 5 respectively; \$ 200,000 to Lloyd Minear for his investment in the Retirement Facility at Palm Aire, Ltd., which is his cost but not including the \$ 25,000 he has already given the partnership for expenses since March 10 th. These deals are currently in the hands of investors who do not know how to develop and now Harber faces another lawsuit against Martin County, et.al. or his Riverfront Lots are worth less than his current costs and will have low marketability. Please inform me of your intentions to purchase these properties within ten days and I will prepare the necessary contracts, (or) allow me to go forward and try to salvage these deals.

Yours truly,

R-2

1045

Dianne Johnson, Broker
Waterfront Properties

12/9/95

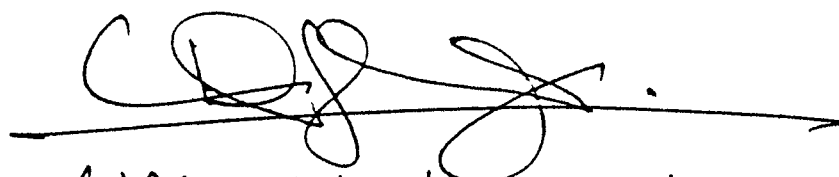
TO: WOLT HARBEL, TRUSTEE
% OLIN EDWARDS.
GENEVOZ CONTRACTOR
Bay Pointe Estates SUBDIVISION

RE: BILL FOR TIME & EXPERTISE
FOR APPROXIMATELY ONE YEAR
FROM SEPTEMBER 1, 1994 TO
SEPTEMBER 15, 1995

TOTAL HOURS: 1270 HOURS.

RATE: \$125 / HOUR.

AMOUNT: \$158,750 —

A handwritten signature in black ink, appearing to read "WDJ", written over a horizontal line.

WARREN D. JOHNSON, JR.
COMMUNITY REVIEW COMMITTEE
Bay Pointe.

DELIVERED BY HAND TO OLIN EDWARDS —

Boy Point Estates @ \$125 / Hr.

<u>Sept 1, 94.</u>	1	THURS	6	11	SUN.	21.	WED.	6
	2	FRI.	8	12	MON	22.	THURS	1
	3	SAT.	2	13	TUE	23	FRI	7
	4	SUN		14	WED			
	5	MON	7	15	THURS.			
	6	TUE	5	16	FRI			
	7	WED	8	17	SAT.			
	8	THURS	8	18	SUN.			
	9	FRI	4	19	MON			
	10	SAT.	2	20	TUE			

Sept 117 Hrs

SAT. (Sept 24 to Oct 17, 94) N.Y. - RHOE ISLAND - KY - TENN. (HARRIS)

tue.	-	Oct 18, 94	-	8
wed	-	19	-	8
thurs	-	20	-	10
fric	-	21	-	5
Sat.	-	22	-	6
SUN.	-	23	-	1
MON	-	24	-	8
tue.	-	25	-	7
Wed	-	26	-	8

Oct 61 Hrs.

flr 27th - Oct 31 - No. 260000, 1000000 1000000

Bay Point Estates

Johnson's time ON JOB

NOV 1, 95 tue. 8

2 wed. 9

3 Thurs. 8

4 Fri. 6

5 Sat. 3

6 SUN —

7 MON 8

8 tue 5

9 wed 8

10 Thurs 7

11 Fri 4

12 Sat 2

13 SUN —

14 MON 2

15 tue 3

16 wed 1

17 Thurs 6

18 Fri 4

19 Sat 2

20 SUN —

21 MON 1

22 tue 2

23 wed 4

24 Thurs 0

25 Fri. 5

26 Sat. 2

NOV. 27 SUN

28 MON 8

29 tue 1

30. wed. 4

NOV 134 Hrs.

Dec. 1 Thurs. 3

2 Fri 4

3 Sat —

4 SUN —

5 MON 1

6 tue 0

7 wed 8

8 Thurs 7

9 Fri 5

10 Sat 0

11 SUN —

12 MON 3

13 tue. 3

14 wed 3

15 Thurs 2

16 Fri 3

17 Sat 6

18 SUN —

19 MON 3

20 tue 8

21 wed. 3

22 Thurs. 2

23 Fri 3

24 SAT. 8

25 SUN. 0

26 MON 1

Dec. 27 tue

28 wed

29 Thurs

30 Fri

31 Sat

Dec 83

WARREN JAMES - Bay Pointe Estates - 1

Jan	2	Mon	2
	3	Tue	1
	4	Wed	6
	5	Thurs	- 0 -
	6	Fri	---
	7	Sat	---
	8	Sun	---
	9	Mon	1
	10	Tue	2
	11	Wed	---
	12	Thurs	---
	13	Fri	---
	14	Sat	---
	15	Sun	---
	16	Mon	2
	17	Tue	- 0 -
	18	Wed	3
	19	Thurs	2
	20	Fri	1
	21	Sat	---
	22	Sun	---
	23	Mon	1
	24	Tue	7
	25	Wed	2

26	Thurs	7
27	Fri	---
28	Sat	---
29	Sun	---
30	Mon	7
31	Tue	3

(S1 FIVE)

WARREN JOHNSON . BPC

1 WED . 2
 2 THURS . 3
 3 FRI 8
 4 SAT —
 5 SUN — 0 .
 6 MON 2
 7 TUE 6
 8 WED 4
 9 THURS 5
 10 FRI 7
 11 SAT —
 12 SUN —
 13 MON — 7 11 —
 14 TUE —
 15 WED 2
 16 THURS —
 17 FRI —
 18 SAT —
 19 SUN —
 20 MON 6
 21 TUE 4
 22 WED 4

23 THURS —
 24 FRI 4
 25 SAT —
 26 SUN —
 27 MON 7
 28 TUE 7

THURS & 2

NVRCH 1. Wed 1
 2 — C —
 3 Guest - 1 -
 4 —————
 5 —————
 6 2
 7 — C —
 8 100 4
 9 —————
 10 10 6
 11 —————
 12 —————
 13 1000 2
 14
 15
 16
 17 Fri 4
 18 —————
 19 —————
 20

21 Dec 2
 22 100 — 100 —
 23 — 0 —
 24 Fri - 2 -
 25 —————
 26 —————
 27 Mon 2 -
 28 100 100 100 100
 29 —————
 30 100 1
 31 100 7

1000 100 34

Bay Point Estates - Town Hall

June 28	WED	7
29	THURS	11
30	FRI	12
July 1	SAT.	8
2	SUN	7
3	MON	11
4	TUE	12
5	WED	14
6	THURS.	7
7	FRI.	10
8	SAT.	10
9	SUN	5
10	MON	10
11	TUE	11
12	WED	10
13	THURS	10
14	FRI.	11
15	SAT.	9
16	SUN	6
17	MON	10
18	TUE	10
19	WED	9
20	THURS	12
21	FRI.	12
22	SAT	9

23	SUN	7
24	MON	10
25	TUE	11
26	WED	9
27	THURS	9
28	FRI.	10
29	SAT.	8
30	SUN.	7
31.	MON.	8

317 HRS

Johnson (Bony Point - 2012)

AUG. 1 TUE 10
 2 WED 9
 3 THU 11
 4 FRI 9
 5 SAT 10
 6 SUN 4
 7 MON 7
 8 TUE 10
 9 WED 11
 10 THU 11
 11 FRI 11
 12 SAT 8
 13 SUN - C -
 14 MON 4
 15 TUE 8
 16 WED 9
 17 THU 10
 18 FRI 10
 19 SAT 10
 20 SUN 7
 21 MON 9
 22 TUE 1
 23 WED 1

24 THU 10
 25 FRI 12
 26 SAT 9
 27 SUN 4
 28 MON 7
 29 TUE 10
 30 WED 4
 31 THU 10

AUG. 2724 vs

SEPT 1 FRI 8
 2 SAT 4
 3 SUN 0
 4 MON ?
 5 TUE ?
 6 WED 10
 7 THU 10
 8 FRI 10
 9 SAT 10
 10 SUN 10
 11 MON 10
 12 TUE 10
 13 WED 10
 14 THU 10
 15 FRI 10
 16 SAT 10
 17 SUN 10
 18 MON 10
 19 TUE 10
 20 WED 10
 21 THU 10
 22 FRI 10
 23 SAT 10
 24 SUN 10
 25 MON 10
 26 TUE 10
 27 WED 10
 28 THU 10
 29 FRI 10
 30 SAT 10
 31 SUN 10

1053

(Sept. 1)

PARTIES: Warren D. Johnson, Jr. (Seller)
of 721 S.W. Bay Pointe Circle, Palm City, Florida 34990 (Phone 286-0886)
and Alfredo Sanchez (Buyer)
of P.O. Box 056035, West Palm Beach, Florida 33405 (Phone 588-6311)
hereby agree that the Seller shall sell and Buyer shall buy the following real property (Real Property) and personal property (Personality) (collectively Property) upon the following terms and conditions which INCLUDE the Standards for Real Estate Transactions printed on the reverse or attached (Standard(s)) and any addendum to this instrument

I. **DESCRIPTION:** (a) Legal description of Real Property located in Martin County, Florida

SEE ADDENDUM

(b) Street address, city, zip, of the Property is

(c) Personality None

II. **PURCHASE PRICE**

PAYMENT:

(a) Deposit(s) to be held by Warren D. Johnson, Jr. in the amount of \$ 20,000.00
(b) Subject to AND assumption of mortgage in good standing in favor of _____ having an approximate present principal balance of \$ _____
(c) Purchase money mortgage and mortgage note bearing annual interest at _____ % on terms set forth herein, in amount of \$ _____
(d) Other _____ \$ _____
(e) Balance to close (U.S. cash, LOCALLY DRAWN certified or cashier's check), subject to adjustments and prorations \$ 1,220,000.00

III. **TIME FOR ACCEPTANCE; EFFECTIVE DATE:** If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before January 15, 1988, the deposit(s) will, at Buyer's option, be returned to Buyer and the offer withdrawn

The date of this Contract ("Effective Date") will be the date when the last one of the Buyer and the Seller has signed this offer

IV. **FINANCING:** (a) If the purchase price or any part of it is to be financed by a third party loan, this Contract for Sale and Purchase ("Contract") is conditioned on the Buyer obtaining a written commitment for the loan within _____ days from Effective Date, at an initial interest rate not to exceed _____ %, term of _____ years, and in the principal amount of \$ _____. Buyer will make application within _____ days from Effective Date, and use reasonable diligence to obtain the loan commitment and thereafter to meet the terms and conditions of the commitment and to close the loan. Buyer shall pay all loan expenses. If Buyer fails to obtain the loan commitment and promptly notifies Seller in writing or after diligent effort fails to meet the terms and conditions of the commitment or to waive Buyer's rights under this subparagraph within the time stated for obtaining the commitment, then either party may cancel the Contract and Buyer shall be refunded the deposit(s)

(b) The existing mortgage described in Paragraph II(b) above has (CHECK (1) OR (2)) (1) ☐ a variable interest rate OR (2) ☐ a fixed interest rate of _____ % per annum. At time of title transfer some fixed interest rates are subject to increase. If increased, the rate shall not exceed _____ % per annum. Seller shall within _____ days from Effective Date, furnish a statement from all mortgagees stating principal balances, method of payment, interest rate and status of mortgages. If Buyer has agreed to assume a mortgage which requires approval of Buyer by the mortgagee for assumption, then Buyer shall promptly obtain all required applications and will diligently complete and return them to the mortgagee. Any mortgagee charge(s) not to exceed \$ _____ shall be paid by _____ (if not filled in, equally divided). If the Buyer is not accepted by mortgagee or the requirements for assumption are not in accordance with the terms of the Contract or mortgagee makes a charge in excess of the stated amount, Seller or Buyer may rescind this Contract by prompt written notice to the other party unless either elects to pay the increase in interest rate or excess mortgagee charges.

V. **TITLE EVIDENCE:** At least 1 days before closing date, Seller shall at Seller's expense, deliver to Buyer or Buyer's attorney in accordance with Standard A, (Check (1) or (2)) (1) ☐ abstract of title OR (2) ☒ title insurance commitment

VI. **CLOSING DATE:** This transaction shall be closed and the deed and other closing papers delivered on See Addendum extended by other provisions of Contract

VII. **RESTRICTIONS; EASEMENTS; LIMITATIONS:** Buyer shall take title subject to zoning restrictions, prohibitions and other requirements imposed by governmental authority, restrictions and matters appearing on the plat or otherwise common to the subdivision, public utility easements of record (easements are to be located contiguous to Real Property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side lines unless otherwise specified herein), taxes for year of closing and subsequent years, assumed mortgages and purchase money mortgages, and any other _____

provided that there exists at closing no violation of the foregoing and none of them prevents use of Real Property for Single Family purpose(s)

VIII. **OCCUPANCY:** Seller warrants that there are no parties in occupancy other than Seller, but if Property is intended to be rented or occupied beyond closing, the fact and terms thereof shall be stated herein and the tenant(s) or occupants disclosed pursuant to Standard F. Seller agrees to deliver occupancy of Property at time of closing unless otherwise stated herein. If occupancy is to be delivered before closing, Buyer assumes all risk of loss to Property from date of occupancy shall be responsible and liable for maintenance from that date and shall be deemed to have accepted Property in their existing condition as of time of taking occupancy unless otherwise stated herein or in a separate writing.

IX. **TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Typewritten or handwritten provisions shall control all printed provisions of Contract in conflict with them.

X. **INSULATION RIDER:** If Contract is utilized for the sale of a new residence, the Insulation Rider or equivalent may be attached.

XI. **COASTAL CONSTRUCTION CONTROL LINE ("CCCL") RIDER:** If Contract is utilized for the sale of Property affected by the CCCL, Chapter 161 FS (1985) is amended shall apply and the CCCL Rider or equivalent may be attached to this Contract.

XII. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA") RIDER:** The parties shall comply with the provisions of FIRPTA and applicable regulations which could require Seller to provide additional cash at closing to meet withholding requirements, and the FIRPTA Rider or equivalent may be attached to this Contract.

XIII. **ASSIGNABILITY:** (CHECK (1) or (2)) Buyer (1) ☒ may assign OR (2) ☐ may not assign Contract

XIV. **SPECIAL CLAUSES:** (CHECK (1) or (2)) Addendum (1) ☒ is attached OR (2) ☐ is not applicable

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT.

IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS AND THE FLORIDA BAR

Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

COPYRIGHT © 1983 BY THE FLORIDA BAR AND THE FLORIDA ASSOCIATION OF REALTORS INC

Alfredo Sanchez
(Buyer)
Social Security or Tax ID # _____

1/8/88 Date

Warren D. Johnson, Jr.
(Seller)
R-11 Social Security or Tax ID # 354-34 3543

1/8/88 Date
1054

1. Warren D. Johnson, Jr. has a valid OPTION AGREEMENT AND CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY with Project Management Corporation, whose principals are Carlos Alfonso and Ken Ferrari, both personally known to Alfredo Sanchez. This Contract between Warren D. Johnson, Jr. and Project Management Corporation has been provided to and received by Mr. Alfredo Sanchez. The above mentioned Contract, signed February 16, 1987, requires Project Management Corporation to sell Warren D. Johnson, Jr. two distinct sub-parcels within a 154 acre parcel that they, or assigns, shall purchase from Flamingo Development of Stuart, Inc. The above sub-parcels are Parcel "A" comprising approximately 12.03 acres and Parcel "B" comprising approximately 16.23 acres.
2. Project Management Corporation, or assigns, will obtain final plat approvals for Parcels "A" and "B" by the time of closing, and Warren D. Johnson, Jr. shall sell Alfredo Sanchez platted lots.
3. This sale to Alfredo Sanchez shall close simultaneous with the closings between Flamingo Development of Stuart, Inc./ Project Management Corporation, or assigns/ and Warren D. Johnson, Jr. Alfredo Sanchez shall pay a balance of \$ 1,200,000.00 to Warren D. Johnson, Jr. at the above mentioned closing, which funds shall be used to pay Project Management Corporation the balance of its Contract with Warren D. Johnson, Jr. Warren D. Johnson, Jr. shall notify Alfredo Sanchez at least 20 days in advance of the closing between Project Management Corporation and Flamingo Development of Stuart, Inc.
4. The lots Warren D. Johnson, Jr. shall sell to Alfredo Sanchez are attached to this contract as Exhibit "A", and shall more specifically be described as Lots 15, 16, 19, 20, 21, 22 and 23 of the Harbour Pointe Project, planned by URBAN DESIGN STUDIO, Job Number 57097.00, dated 9/2/87 and revised 9/22/87. Lots 15 & 19 may be combined into one lot, however at sellers option as well as lots 16 & 20. The Martin County Commission may not approve flag lots in the Final Plat. The land area of above mentioned Exhibit "A" and the specific amount of land purchased by Alfredo Sanchez shall not be decreased, even though the number of Plated Lots may decrease by 2.
5. The OPTION AGREEMENT AND CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY between Warren D. Johnson, Jr. and Project Management Corporation, along with all executed exhibits, note, and letter from Project Management Corporation changing the deposit requirement by Warren D. Johnson, Jr. are attached to this contract as Exhibit "B".

Indian River Appraisers, Inc.

LAND APPRAISAL REPORT

File No. V005011C

Borrower <u>N/A</u>	Census Tract <u>6</u>	Map Reference <u>6-38-41</u>
Property Address <u>xxxx S.W. Baypointe Circle</u>		
City <u>Palm City</u>	County <u>Martin</u>	State <u>Florida</u>
Legal Description <u>Lot 111, Phase 6, Harbour Pointe</u>		
Sale Price \$ <u>N/A</u>	Date of Sale <u>N/A</u>	Loan Term <u>N/A</u> yrs.
Property Rights Appraised <input checked="" type="checkbox"/> Fee <input type="checkbox"/> Leasehold <input type="checkbox"/> De Minimis PUC		
Actual Real Estate Taxes <u>xxxx</u> (yr) Loan charges to be paid by seller <u>N/A</u> Other sales concessions <u>None known</u>		
Lender/Client <u>Kenneth Ferrari, P.E.</u> Address <u>Stuart, FL 34994</u>		
Occupant <u>N/A</u> Appraiser <u>Roger Butterfield</u> Instructions to Appraiser <u>Estimate Market Value</u>		

Location <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural Built-up <input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25% to 75% <input type="checkbox"/> Under 25% Growth Rate <input type="checkbox"/> Fully Dev <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Steady <input type="checkbox"/> Slow Property Values <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining Demand/Supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Oversupply Marketing Time <input type="checkbox"/> Under 3 Mos <input checked="" type="checkbox"/> 4-6 Mos <input type="checkbox"/> Over 6 Mos Present Land Use <u>70</u> % 1 Fmly <u>30</u> % 2-4 Family <u>0</u> % Apts <u>0</u> % Condo <u>0</u> % Commercial <u>0</u> % Industrial <u>0</u> % Vacant <u>30</u> % Change in Present Land Use <input checked="" type="checkbox"/> Not Likely <input type="checkbox"/> Likely (*) <input type="checkbox"/> Taking Place (*) (*) From <u>0</u> To <u>0</u> Predominant Occupancy <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <u>2</u> % Vacant Single Family Price Range <u>\$ 50,000</u> to <u>\$ 1,800,00</u> Predominant Value <u>\$ 175,000</u> Single Family Age <u>New</u> yrs. to <u>50</u> yrs Predominant Age <u>10</u> yrs	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th></th> <th>Good</th> <th>Avg</th> <th>Fair</th> <th>Poor</th> </tr> <tr><td>Employment Stability</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>Convenience to Employment</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>Convenience to Shopping</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>Convenience to Schools</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>Adequacy of Public Transportation</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>Recreational Facilities</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>Adequacy of Utilities</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>Property Compatibility</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>Protection from Detrimental Conditions</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>Police and Fire Protection</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>General Appearance of Properties</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>Appeal to Market</td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> </table>		Good	Avg	Fair	Poor	Employment Stability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Convenience to Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adequacy of Public Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Recreational Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adequacy of Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Police and Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Comments including those factors favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): Subject neighborhood is considered to be that part of Palm City located east of Mapp Road and south and west of the St. Lucie River. The homes are average to good quality and have been well maintained. Some of the homes front on canals and the St. Lucie River.

Dimensions <u>Unknown</u> - Approx <u>15000</u> sq. ft. or <u>3000</u> <input type="checkbox"/> Corner Lot Zoning classification <u>Residential Planned Unit Development</u> Present Improvements <input checked="" type="checkbox"/> do <input type="checkbox"/> do not conform to zoning regulations Highest and best use <input type="checkbox"/> Present use <input checked="" type="checkbox"/> Other (specify) <u>Residential Construction</u> Public <input checked="" type="checkbox"/> Other (Describe) _____ Elec. <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Water <input type="checkbox"/> San. Sewer <input type="checkbox"/> Underground Elec. & Tel <input type="checkbox"/> OFF SITE IMPROVEMENTS Street Access <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private Surface <u>Asphalt</u> Maintenance <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Storm Sewer <input type="checkbox"/> Curb/Gutter <input type="checkbox"/> Sidewalk <input type="checkbox"/> Street Lights	Topo <u>Level</u> Size <u>Typical</u> Shape <u>Slightly Irregular</u> View <u>Residential Properties</u> Drainage <u>Appears Adequate</u> Is the Property located in a HUD identified Special Flood Hazard Area? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Comments favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions: <u>A special flood hazard zone is interpreted to be any zone except B, C, and D. Subject is located in Zone B. Revised Panel #120161-0162C, January 5, 1984. *** Subject is assessed as part of a larger tract.</u>
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The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; If a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.				
ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	<u>Lot 111 Phase 6 Harbour Pointe</u>	<u>Lot 190 LKighthouse Point</u>	<u>Lot 23 Bessey Addition</u>	<u>Lot 13 Bay Colony</u>
Proximity to Subject	<u>Approx 3/4 Miles NW</u>	<u>Approx 1/4 Mile E</u>	<u>Approx 3 Miles N</u>	
Sales Price	<u>N/A</u>	<u>\$ 175,000</u>	<u>\$ 195,000</u>	<u>\$ 200,000</u>
Price	<u>N/A</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
Data Source	<u>Inspection</u>	<u>Public Records</u>	<u>Public Records</u>	<u>Public Records</u>
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
	<u>10/89</u>	<u>11/89</u>	<u>4/90</u>	
Location	<u>Average</u>	<u>Average</u>	<u>Inferior</u>	<u>Superior</u>
Site/View	<u>River Front</u>	<u>Canal Front</u>	<u>River Front</u>	<u>Canal Front</u>
Sales or Financing Concessions		<u>Conventional</u>	<u>Conventional</u>	<u>Conventional</u>
		<u>Financing</u>	<u>Financing</u>	<u>Financing</u>
Net Adj. Total	<u>Plus</u>	<u>Plus</u>	<u>Plus</u>	<u>Plus</u>
Indicated Value of Subject	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>

Comments on Market Data See Attached

Comments and Conditions of Appraisal _____

Final Recommendation The Market Data Approach is the only applicable value indicator for unimproved property

ESTIMATE THE MARKET VALUE OF SUBJECT PROPERTY AS OF May 6 19 90 to be \$ 220,000

Appraiser Roger Butterfield Review Appraiser (if applicable) _____

☐ Did ☒ Did Not Physically Inspect Property

LAND APPRAISAL REPORT

File No. V005011D

Borrower	N/A	Census Tract	6	Map Reference	6-38-41
Property Address	xxxx S.W. Baypointe Circle				
City	Palm City	County	Martin	State	Florida
Legal Description	Lot 112, Phase 6, Harbour Pointe				
Sale Price	\$N/A	Date of Sale	N/A	Loan Term	N/A yrs.
Actual Real Estate Taxes	\$***	(yr) Loan charges to be paid by seller	\$N/A	Property Rights Appraised	<input checked="" type="checkbox"/> Fee <input type="checkbox"/> Leasehold <input type="checkbox"/> De Minimis PUD
Lender/Client	Kenneth Ferrari, P.E.				
Address	Stuart, FL 34994				
Occupant	N/A	Appraiser	Roger Butterfield	Instructions to Appraiser	Estimate Market Value

Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	<table border="1"> <tr> <td>Good</td> <td>Avg</td> <td>Fair</td> <td>Poor</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	Good	Avg	Fair	Poor	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Built-up	<input type="checkbox"/> Over 75%	<input checked="" type="checkbox"/> 25% to 75%	<input type="checkbox"/> Under 25%																																									
Growth Rate	<input type="checkbox"/> Fully Dev.	<input checked="" type="checkbox"/> Rapid	<input type="checkbox"/> Slow																																									
Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining																																									
Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Oversupply																																									
Marketing Time	<input type="checkbox"/> Under 3 Mos.	<input checked="" type="checkbox"/> 4-6 Mos.	<input type="checkbox"/> Over 6 Mos.																																									
Present Land Use	<input type="checkbox"/> %1 Fmly	<input type="checkbox"/> % 2-4 Family	<input type="checkbox"/> % Apts.																																									
	<input type="checkbox"/> % Industrial	<input type="checkbox"/> % Vacant	<input type="checkbox"/> % Condo																																									
	<input type="checkbox"/> % Commercial																																											
Change in Present Land Use	<input checked="" type="checkbox"/> Not Likely	<input type="checkbox"/> Likely (*)	<input type="checkbox"/> Taking Place(*)																																									
Predominant Occupancy	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant	<input type="checkbox"/> % Vacant																																									
Single Family Price Range	\$ 50,000 to \$1,800,000																																											
Single Family Age	New yrs. to 50 yrs. Predominant Age 10 yrs.																																											

Comments including those factors favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): Subject neighborhood is considered to be that part of Palm City located east of Mapp Road and south and west of the St. Lucie River. The homes are average to good quality and have been well maintained. Some of the homes front on canals and the St. Lucie River.

Dimensions	Unknown	Sq. Ft. or ACRK	Approx 15000	<input type="checkbox"/> Corner Lot
Zoning classification	Residential Planned Unit Development			
Highest and best use	<input type="checkbox"/> Present use	<input checked="" type="checkbox"/> Other (specify)	Residential Construction	
Public	<input checked="" type="checkbox"/>	Other (Describe)		
Street Access	<input checked="" type="checkbox"/>	OFF SITE IMPROVEMENTS	Topo Level	
Gas	<input type="checkbox"/>	Street Access	<input checked="" type="checkbox"/> Public	<input type="checkbox"/> Private
Water	<input type="checkbox"/>	Surface	Asphalt	
San. Sewer	<input type="checkbox"/>	Maintenance	<input checked="" type="checkbox"/> Public	<input type="checkbox"/> Private
	<input type="checkbox"/> Underground Rec. & Tel.	Storm Sewer	<input type="checkbox"/>	Curb/Gutter
		Sidewalk	<input type="checkbox"/>	Street Lights
			Drainage Appears Adequate	
			Is the Property located in a HUD identified Special Flood Hazard Area? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	

Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions): A special flood hazard zone is interpreted to be any zone except B, C, and D. Subject is located in Zone B. Revised Panel #120161-0162C. January 5, 1984. *** Subject is assessed as part of a larger tract

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	Lot 112 Phase 6 Harbour Pointe	Lot 190 Kighthouse Point	Lot 23 Bessey Addition	Lot 13 Bay Colony
Proximity to Subject		Approx. 3/4 Miles NW	Approx. 1/4 Mile E	Approx. 3 Miles N
Sales Price	N/A	\$ 175,000	\$ 195,000	\$ 200,000
Price	N/A			
Date Source	Inspection	Public Records	Public Records	Public Records
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
	Average	Average	Inferior	Superior
Location	River Front	Canal Front	River Front	Canal Front
Site/View				
Sales or Financing Concessions		Conventional Financing	Conventional Financing	Conventional Financing
Net App. Total		<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus	<input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus	<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus
Indicated Value of Subject				

Comments on Market Data: See Attached

Comments and Conditions of Appraisal: Final Reconciliation: The Market Data Approach is the only applicable value indicator for unimproved property

I ESTIMATE THE MARKET VALUE, AS DEFINED OF SUBJECT PROPERTY AS OF May 6 1990 to be \$ 200,000

Appraiser: Roger Butterfield Review Appraiser (if applicable): David H. Smith

☐ I do ☒ I did not respect Property

Indian River Appraisers, Inc. LAND APPRAISAL REPORT

File No. V005011K

Borrower N/A Census Tract 6 Map Reference 6-38-41

Property Address xxxx S W Baypointe Circle City Palm City County Martin State Florida Zip Code 34990

Legal Description Lot 119, Phase 6, Harbour Pointe

Sale Price \$ N/A Date of Sale N/A Loan Term N/A yrs. Property Rights Appraised ☒ Fee ☐ Leasehold ☐ De Minimis PUC

Actual Real Estate Taxes *** (yr) Loan charges to be paid by seller N/A Other sales concessions None known

Lender/Client Kenneth Ferrari, P.E. Address 10 Central Parkway Stuart, FL 34994

Occupant N/A Appraiser Roger Butterfield Instructions to Appraiser Estimate Market Value

Location ☐ Urban ☒ Suburban ☐ Rural
 Built-up ☐ Over 75% ☒ 25% to 75% ☐ Under 25%
 Growth Rate ☐ Fully Dev ☒ Rapid ☐ Steady ☐ Slow
 Property Values ☐ Increasing ☒ Stable ☐ Declining
 Demand/Supply ☐ Shortage ☒ In Balance ☐ Oversupply
 Marketing Time ☐ Under 3 Mos ☒ 4-6 Mos. ☐ Over 6 Mos.

Present Land Use 70 % 1 Fmly 30 % 2-4 Family 0 % Apts 0 % Condo 0 % Commercial

Change in Present Land Use ☒ Not Likely ☐ Likely (*) ☐ Taking Place (*)

Predominant Occupancy ☒ Owner ☐ Tenant 2 % Vacant

Single Family Price Range \$ 50,000 to \$ 1,800,00 Predominant Value \$175,000

Single Family Age New yrs. to 50 yrs. Predominant Age 10 yrs

Employment Stability ☐ ☒ ☐ ☐
 Convenience to Employment ☐ ☒ ☐ ☐
 Convenience to Shopping ☐ ☒ ☐ ☐
 Convenience to Schools ☐ ☒ ☐ ☐
 Adequacy of Public Transportation ☐ ☒ ☐ ☐
 Recreational Facilities ☐ ☒ ☐ ☐
 Adequacy of Utilities ☐ ☒ ☐ ☐
 Property Compatibility ☐ ☒ ☐ ☐
 Protection from Detrimental Conditions ☐ ☒ ☐ ☐
 Police and Fire Protection ☐ ☒ ☐ ☐
 General Appearance of Properties ☐ ☒ ☐ ☐
 Appeal to Market ☐ ☒ ☐ ☐

Comments including those factors, favorable or unfavorable affecting marketability (e.g. public parks, schools, view, noise) Subject neighborhood is considered to be that part of Palm City located east of Mapp Road and south and west of the St. Lucie River. The homes are average to good quality and have been well maintained. Some of the homes front on canals and the St. Lucie River.

Dimensions Unknown - Approx 15000 Sq. Ft. or ACRXX ☐ Corner Lot

Zoning classification Residential Planned Unit Development Present Improvements ☒ do ☐ do not conform to zoning regulations

Highest and best use ☐ Present use ☒ Other (specify) Residential Construction

Elec. ☒ Public ☐ Other (Describe) _____

Gas ☐ _____

Water ☐ _____

San. Sewer ☐ _____

Underground Elec. & Tel ☐ _____

OFF SITE IMPROVEMENTS
 Street Access ☒ Public ☐ Private
 Surface Asphalt
 Maintenance ☒ Public ☐ Private
☐ Storm Sewer ☐ Curb/Gutter
☐ Sidewalk ☐ Street Lights

Topo Level
 Size Typical
 Shape Slightly Irregular
 View Residential Properties
 Drainage Appears Adequate
 Is the Property located in a HUD identified Special Flood Hazard Area? ☒ No ☐ Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) A special flood hazard zone is interpreted to be any zone except B, C, and D. Subject is located in Zone B. Revise Parcel #120161-0162C, January 5, 1984, *** Subject is assessed as part of a larger tract.

The undersigned has rectified three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	Lot 119 Phase 6 Harbour Pointe	Lot 1 Magnolia Bluff	Lot 10 Block 4 Phase 2 Canoe Creek	Lot 12 Block 5 Phase 2 Canoe Creek
Proximity to Subject		Approx. 1 Miles SW	Approx. 1.25 W	Approx. 1.25 W
Sale Price	N/A	\$ 42,100	\$ 40,000	\$ 40,000
Price	N/A			
Date of Sale	Inspection	Public Records	Public Records	Public Records
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
		11/89	11/89	10/89
Location	Average	Average	Average	Average
Site/View	Average	Average	Average	Average
Sales or Financing Concessions		Conventional Financing	Conventional Financing	Conventional Financing
Net Adj. Total		Plus Minus \$	Plus Minus \$	Plus Minus \$
Indicated value of Subject		\$ 42,100	\$ 40,000	\$ 40,000

Comments on Market Data See Attached

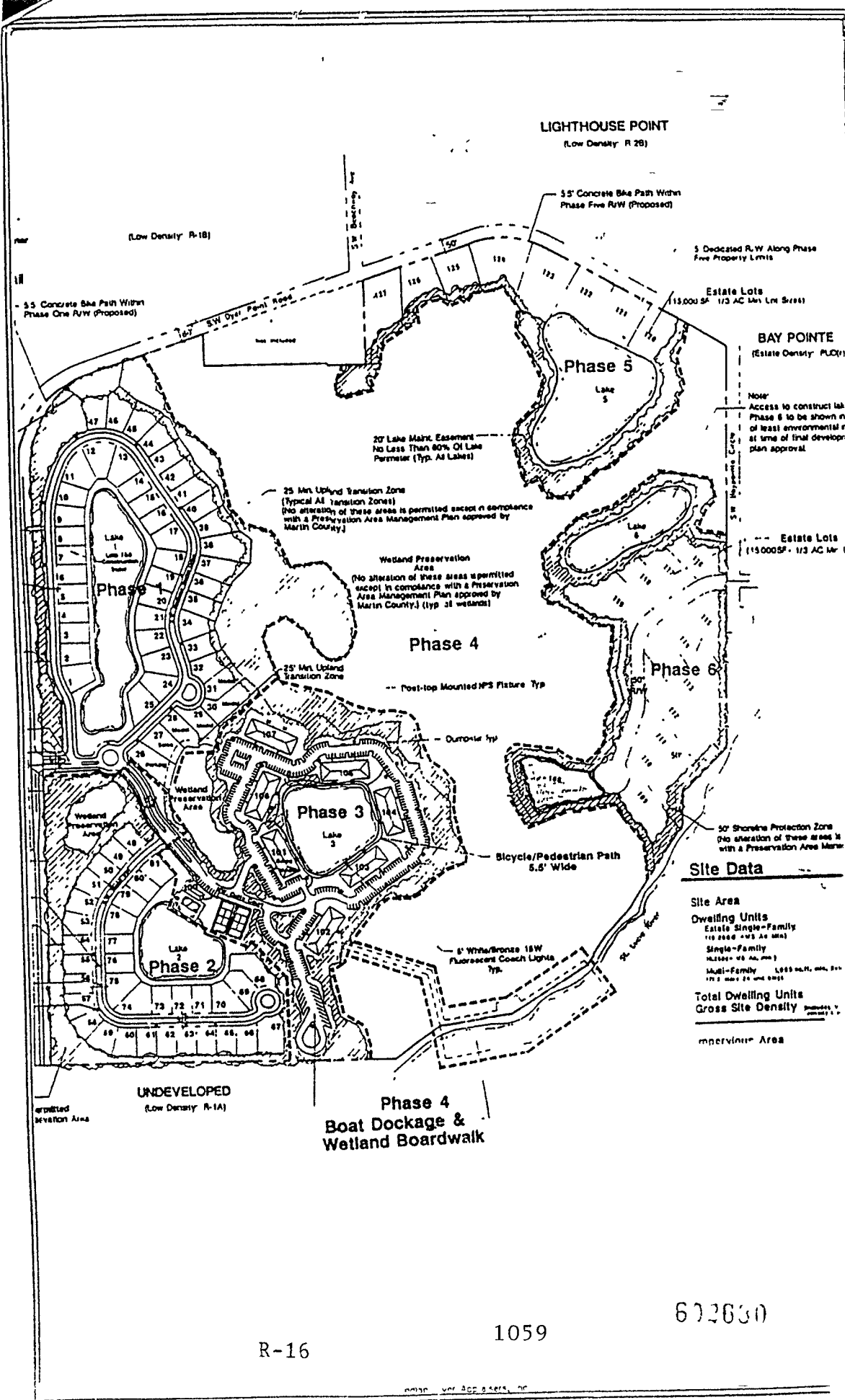
Comments and Conditions of Appraisal _____

Final Recommendation The Market Data Approach is the only applicable value indicator for unimproved property

ESTIMATE THE MARKET VALUE AS DEFINED OF SUBJECT PROPERTY AS OF May 6

Appraiser's Signature Roger Butterfield Review Appraiser (if applicable) _____

Did ☒ Did Not ☐ Physically Inspect Property



LIGHTHOUSE POINT
(Low Density R-2B)

(Low Density R-1B)

5.5 Concrete Bike Path Within
Phase One R/W (Proposed)

5.5 Concrete Bike Path Within
Phase Five R/W (Proposed)

5' Dedicated R.W. Along Phase
Five Property Limits

Estate Lots
(15,000 SF - 1/3 AC Min. Lot Size)

BAY POINT
(Estate Density: PUD/1)

Note:
Access to construct lake
Phase 6 to be shown in
at least environmental
plan approval

Estate Lots
(15,000 SF - 1/3 AC Min. Lot Size)

20' Lake Maint. Easement
No Less Than 80% Of Lake
Perimeter (Typ. All Lakes)

25' Min. Upland Transition Zone
(Typical All Transition Zones)
(No alteration of these areas is permitted except in compliance
with a Preservation Area Management Plan approved by
Marin County.)

Wetland Preservation
Area
(No alteration of these areas is permitted
except in compliance with a Preservation
Area Management Plan approved by
Marin County.) (Typ. All wetlands)

Phase 4

25' Min. Upland
Transition Zone

-- Post-top Mounted NPS Fixture Typ

-- Duxton typ

Bicycle/Pedestrian Path
5.5' Wide

50' Shoreline Protection Zone
(No alteration of these areas is
with a Preservation Area Mgmt Plan)

Site Data

Site Area
Dwelling Units
Estate Single-Family
(10,000 - 15,000 SF)
Single-Family
(1,500 - 10,000 SF)
Multi-Family
(100 - 1,500 SF)

Total Dwelling Units
Gross Site Density

Impervious Area

UNDEVELOPED
(Low Density R-1A)

Phase 4
Boat Dockage &
Wetland Boardwalk

December 8, 1994

MARTIN COUNTY
BOARD OF COUNTY COMMISSIONERS
2401 S.E. MONTEREY ROAD
Stuart, Florida 34996

RE: DOCKS FOR HARBOUR POINTE P.U.D. RECORDED DECEMBER 9, 1988
in O.R. Book 791, Page 1150

Dear Commissioners:

On December 9, 1992, Harbour Pointe Properties, Inc. submitted an application for a Multi-slip docking facility to D.E.P. that contained the following errors and misrepresentations:

1. They show a 10 foot CONSERVATION EASEMENT that includes BAY POINTE ESTATES (formerly Harbour Pointe Phase VI) which was never recorded prior to a sale on November 1, 1991, and does not exist.
2. There are two legally permitted Docks on BAY POINTE ESTATES which were not shown, the one being at the South corner of BAY POINTE ESTATES, approximately 600 foot closer to their requested Dock than shown on their drawing.
3. Harbour Pointe Properties, Inc. also failed to inform the D.E.P. and MARTIN COUNTY that on November 1, 1991, FERCAL, INC. assigned all right, title and interest in and to the above P.U.D. Agreement, together with its Amendments to ADAM BROWN, as Trustee, who along with WALTER HARBER, as Trustee purchased HARBOUR POINTE PHASES V & VI. This assignment of the HARBOUR POINTE P.U.D. AGREEMENT was recorded in O.R. Book 930, Pg. 816.

The Agreements are clear that ONLY owners of BAY POINTE ESTATES are entitled to anything (Including Docks) after November 1, 1991, or their assigns.

Further evidence supporting the rights to these Docks may be found in reading the PUBLIC RECORD as follows:

- A. Warren Johnson contract to purchase Parcel A (Harbour Pointe Phase V) and Parcel B (Harbour Pointe Phase VI) recorded in O.R. Book 752. Page 2446. Date of contract February 1987.
- B. Bay Pointe Agreement dated April 2, 1987 whereby PMC (Fercal) agrees to build a dock for Bay Pointe, recorded in O.R. Book 930, page 780.
- C. Warren Johnson speech at Martin County Commission Meeting March 22, 1988 regarding his contract to add Phases V & VI to BAY POINTE.
- D. JOHNSON v. FERCAL in the Nineteenth Judicial, Martin County Case No. 88-670-CA
- E. Admissions in testimony by Fercal that confirm docks for Johnson Parcels.
- F. Judgement in Johnsons favor recorded in O.R. Book 925, page 2228.
- G. Johnson was granted dock permits for all Riverfront docks by State & Federal Agencies in 1988 for Phase VI.
- H. BAY POINTE ESTATES was Platted by Martin County with no prohibition against docks, as single family waterfront lots.
- I. BAY POINTE ESTATES is the only waterfront that is high buildable property in the entire Harbour Pointe P.U.D.



R-17

1060

Item	Date	Walt Harbor	Jim Lindsey	Walt & Jim	Interest	Cumulative Balance	Cumulative Interest
Initial Advance	10/31/91			500,000.00	---	500,000.00	---
Preferred Builder	11/07/91		20,000.00		958.90	520,000.00	958.90
Karner & Assoc	12/20/91		4,500.00		6,126.03	524,500.00	7,084.93
LaConte Engineering	12/20/91		1,000.00			525,500.00	
Urban Design Studios	12/20/91		1,600.00			527,100.00	
Karner & Associates	01/08/92		2,935.00		2,743.81	530,035.00	9,828.74
Karner & Associates	02/10/92		1,465.35		4,792.10	531,500.35	14,620.84
Urban Design Studios	02/10/92		816.08			532,316.43	
LaConte Engineering	02/10/92		2,250.00			534,566.43	
Martin County	02/25/92		1,585.00		2,196.85	536,151.43	16,817.69
City Edwards Company	02/26/92		2,310.00		146.89	538,461.43	16,964.58
LaConte Engineering	03/17/92		1,561.84		2,950.47	540,023.27	19,915.05
A B Cook	03/17/92		745.00			540,768.27	
Urban Design Studios	03/17/92		805.82			541,574.09	
Karner & Associates	03/17/92		1,428.50			543,002.59	
Martin County	03/25/92		985.00		1,190.14	543,987.59	21,105.19
Karner & Associates	04/09/92		1,497.50		2,235.57	545,485.09	23,340.76
Urban Design Studios	04/09/92		875.69			546,360.78	
Karner & Associates	09/09/92			3,020.00	22,902.25	549,380.78	46,243.00
A B Cook	09/09/92			273.00		549,653.78	
A B Cook	09/09/92			721.00		550,374.78	
Urban Design Studios	09/09/92			802.46		551,177.24	

Item	Date	Walt	Jim	Walt & Jim	Interest	Cumulative Balance	Cumulative Interest
Martin Downs Utilities	09/24/92		32,700 00		2,265 11	583,877 24	48,508 12
Urban Design Studios	10/28/92		650 90		5,438 86	584,528 14	53,946 97
Karner & Associates	10/28/92		539 50			585,067 64	
	10/31/92				480.88	585,067 64	54,427 85
Pro rate Interest - based on balance			4,222 25	50,205 60	(54,427 85)		
PRINCIPAL & INTEREST after 1 year			84,473.43	555,022.06	0.00	639,495.49	
Martin Downs Utilities	11/19/92		12,900 00		3,328 88	652,395 49	3,328 88
Walt Harbor (Adam Brown)	12/02/92	50,000 00			2,323 60	702,395 49	5,652 48
Karner & Associates	12/14/92		1,910 00		2,309 25	704,305 49	7,961 73
Walt Harbor (Bob Cryten)	01/15/93	5,000 00			6,174 73	709,305 49	14,136 46
LaConte Engineering	01/23/93		641 94		1,554.64	709,947 43	15,691 10
Karner & Associates	02/10/93		397 52		3,501 11	710,344.95	19,192.21
Karner & Associates	03/03/93		1,653 00		4,086.92	711,997 95	23,279 13
LaConte Engineering	03/10/93	1,212 90			1,365 48	713,210 85	24,644 60
Capital Title	03/10/93	1,500 00				714,710 85	
O Edwards Company	04/07/93	1,142 00			5,482 71	715,852 85	30,127 32
Martin Downs Utilities	04/07/93	834 60				716,687 45	
Fraser Engineering & Testing	04/07/93	1,715 50				718,402 95	
K & A Precision Surveying	04/07/93	680 00				719,082.95	
Martin Downs Utilities	04/15/93	278 20			1,576 07	719,361 15	31,703 39
Urban Design Studios	04/20/93	515 16			985 43	719,876 31	32,688 82
Waterfront Prop - Add'l Land	05/11/93	35,000 00			4,141 75	754,876 31	36,830 57
Martin Downs Utilities	05/27/93	278 20			3,309 05	755,154 51	40,139 62
LaConte Engineering	06/16/93	612 65			4,137 83	755,767 16	44,277 45
Vanderbuilt Development	07/07/93	13,348.91			4,348 25	769,116 07	48,625 70
Urban Design Studios	07/09/93	1,335 66			421 43	770,451 73	49,047 13
K & A Precision Surveying	08/04/93		552 50		5,488 15	771,004 23	54,535 28
Urban Design Studios	08/04/93		1,275 79			772,280 02	

Item	Date	Walt	Jim	Walt & Jim	Interest	Cumulative Balance	Cumulative Interest
Blythe Environmental	08/04/93		1,104.00			773,384.02	
Walt Harbor *	08/04/93	25,000.00				798,384.02	
DJC & Company	08/10/93		675.00		1,312.41	799,059.02	55,847.69
Martin Downs Utilities	08/10/93		973.70			800,032.72	
Burman & Critton	08/19/93		3,336.34		1,972.68	803,369.06	57,820.38
LaConte Engineering	08/20/93		2,000.00		220.10	805,369.06	58,040.48
LaConte Engineering	09/08/93	1,150.00			4,192.33	806,519.06	62,232.81
Martin Downs Utilities	09/16/93	278.20			1,767.71	806,797.26	64,000.52
Burman & Critton	09/16/93	259.09				807,056.35	
Urban Design Studios	09/21/93	1,572.50			1,105.56	808,628.85	65,106.08
Bay Pointe Prop Owners	09/24/93	807.79			664.63	809,436.64	65,770.71
K & A Precision Surveying	10/06/93	750.00			2,661.16	810,186.64	68,431.87
Burman & Critton	10/07/93	3,105.31			221.97	813,291.95	68,653.84
Martin Downs Utilities	10/13/93	278.20			1,336.92	813,570.15	69,990.76
LaConte Engineering	10/18/93	154.44			1,114.48	813,724.59	71,105.24
Closing on Bay Pointe Property	10/26/93			321,375.40	1,783.51	1,135,099.99	72,888.74
Pro rate interest based on balance	10/31/93	8,261.48	10,239.74	55,942.45	1,554.93	1,135,099.99	74,443.67
					(74,443.67)		
PRINCIPAL & INTEREST after 2 years		155,070.79	122,132.96	932,339.91		1,209,543.66	
Burman & Critton	11/01/93	2,037.42			331.38	1,211,581.08	331.38
Martin Co. Tax Collector	11/04/93	6,978.59			995.82	1,218,559.67	1,327.20
Burman & Critton	11/09/93	1,708.88			1,669.26	1,220,268.55	2,996.46
Aqua Soft Water Equip	11/18/93	424.00				1,220,692.55	
Burman & Critton	11/18/93	2,037.42			3,008.88	1,222,729.97	6,005.34
Martin Downs	11/19/93	278.20			334.99	1,223,008.17	6,340.34
Urban Design Studio	11/30/93	1,705.83			3,685.78	1,224,714.00	10,026.12
Martin Co. Bd Commissioners	12/02/93	7,428.00				1,232,142.00	

Item	Date	Wait	Jim	Wait & Jim	Interest	Cumulative Balance	Cumulative Interest
Martin Co Bd Commissioners	12/02/93	23,560 00			671 08	1,255,702 00	10,697 19
Murray Cohen	12/06/93	7,000 00				1,262,702 00	
LaCounte Engineering	12/06/93	927 75			1,376 11	1,263,629 75	12,073 30
Martin Downs	12/20/93	278 20				1,263,907 95	
Houston Guozzo Group	12/20/93	2,000 00			4,846.80	1,265,907 95	16,920 10
K & A Precision Surveying	12/21/93	182 47			346 82	1,266,090 42	17,266 93
Atty Title Ins Fund	12/27/93	250 00				1,266,340 42	
Bay Pointe Prop Owners	12/27/93	807 79			2,081 24	1,267,148 21	19,348 17
McCarthy, Summuns et al	12/30/93	3,291 30				1,270,439 51	
CIS	12/30/93	56 50				1,270,496 01	
Burman & Critton	12/30/93	39 71				1,270,535 72	20,389 66
K & A	01/11/94		2,500 00	185,222 97	1,041.49	1,273,035 72	24,566 77
Bond Money wired out	01/18/94	400,000.00			2,441.44	1,858,258 69	27,008 21
McCarthy, Summuns et al	01/21/94		1,777 90			1,860,036 59	
Martin Co Utilities	01/21/94		278 20		1,527.34	1,860,314 79	28,535 54
K & A	02/04/94		3,939 88		7,135 45	1,864,254 67	35,670 99
McCarthy, Summuns et al	02/18/94		490 00			1,864,744.67	
K & A	02/18/94		50 83			1,864,795 50	
Martin Co Utilities	02/18/94		278 20		7,150.57	1,865,073 70	42,821 56
Urban Design	02/24/94		436 50			1,865,510 20	
LaCounte Engineering	02/24/94		1,085 90		3,065.87	1,866,596 10	45,887 44
D E P - Dock Fees	03/01/94		500 00			1,867,096.10	
Cangerell Marine Const - Dock	03/01/94		5,000 00		2,556.98	1,872,096.10	48,444 42
Copeland Kramers	03/04/94		1,181 31			1,873,277.41	
K & A	03/04/94		2,260 61	7,857 82	1,538.71	1,875,538 02	49,983 13
Martin Co Tax Collector	03/10/94				3,083.08	1,883,395 84	53,066 20
Martin Co Utilities	03/17/94	278 20				1,883,674 04	
McCarthy, Summuns et al	03/17/94	138 68			3,611.99	1,883,812 72	56,678 19
Houston Guozzo Group	03/25/94		1,275 00			1,885,087 72	

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Item	Date	Walt	Jim	Walt & Jim	Interest	Cumulative Balance	Cumulative Interest
Bay Pointe Prop Owners	03/25/94		807 79		4,128 96	1,885,895 51	60,807 10
Burnham & Critton	03/28/94			25,000 00		1,910,895 51	
Sale Lt 33	03/28/94		(172,000 00)	(178,000 00)	1,550 05	1,560,895 51	62,357 15
Cargenell Marine Const - Dock	04/07/94	9,000 00			4,276 43	1,569,895 51	66,633 58
K & A	04/08/94		1,009 46			1,570,904 97	
Houston Cuozzo Group	04/08/94		332 50		430 11	1,571,237 47	67,063 68
Martin Co Utilities	04/21/94		278 20			1,571,515 67	
McCarthy, Summuns et al	04/21/94		667 80		5,596 19	1,572,183 47	72,659 87
Cargenell Marine Const - Dock	04/28/94		15,000 00			1,587,183 47	
Bay Pointe Prop Owners Assoc	04/28/94		14,919 26			1,602,102 73	
LaColhite Engineering	04/28/94		268 70		3,015 15	1,602,371 43	75,675 02
K & A	05/06/94		800 00		3,512 05	1,603,171 43	79,187 07
Bay Pointe Property Owners	05/13/94		236 80			1,603,408 23	
Burnham & Critton	05/13/94		488 65		3,074 58	1,603,896 88	82,261 64
Martin Co Utilities	05/20/94		278 20			1,604,175 08	
McCarthy, Summuns et al	05/20/94		95 40		3,075 97	1,604,270 48	85,337 61
K & A	06/09/94		600 00		8,790 52	1,604,870 48	94,128 13
Martin Co Utilities	06/15/94		278 20			1,605,148 68	
LaColhite Engineering	06/15/94		385 00			1,605,533 68	
McCarthy, Summuns et al	06/15/94		403 50		2,638 14	1,605,937 18	96,766 27
Bay Pointe Property Owners	06/22/94			8,068 22	3,079 88	1,614,005 40	99,846 15
Free Systems Inc	06/28/94		5,625 00		2,653 16	1,619,630 40	102,499 31
Bay Pointe Property Owners	07/11/94		140 40			1,619,770 80	
LaCounte Engineering	07/11/94		357 22			1,620,128 02	
K & A Precision Survey	07/11/94		450 00		5,768 55	1,620,578 02	108,267 86
McCarthy, Summuns, et al	07/15/94		95 40		1,775 98	1,620,673 42	110,043 84
Martin Co Utilities	07/29/94		278 20		6,216 28	1,620,951 62	116,260 12
K & A Precision Survey	08/04/94		275 00		2,664 58	1,621,226 62	118,924 70

Item	Date	Walt	Jim	Walt & Jim	Interest	Cumulative Balance	Cumulative Interest
Martin Co Utilities	08/18/94		278 20		6,218 40	1,621,504.82	125,143 10
McCarthy Summums, et al	09/15/94		695 61			1,622,200 43	
Burnham & Critton	09/15/94		84 17			1,622,284 60	
LaConte Engineering	09/15/94		735 00		12,438 94	1,623,019 60	137,582 04
Martin Co Utilities	09/23/94	272 28				1,623,291.88	
Bay Pointe Property Owners,	09/23/94	5,648 08			3,557 30	1,628,939 96	141 139 34
Bay Pointe Property Owners	10/10/94		187 20		7,586 84	1,629,127 16	148,726 19
Sale of Lot 28	10/12/94	(105,719 13)				1,523,408.03	148,726 19
Sale of Lot 29	10/12/94	(137,996 37)			892.67	1,385,411.66	149,618 86
Martin Co Utilities	10/21/94	272 28				1,385,683.94	149,618.86
LaConte Engineering	10/21/94	512.38			3,416.08	1,386,196.32	153,034 94
	10/28/94				2,658.46	1,386,196.32	155,693 40
	10/31/94				1,139.34	1,386,196.32	156,832 74
Pro rate Interest - based on balance		51,784 48	5,601 59	99,446 67	(156,832 74)		
Principal & Interest after 3 years		440,253.73	22,839.74	1,079,935.59		1,543,028.06	
Martin Co Utilities	11/17/94			272 28		1,543,301 34	
Martin Co Tax Collector	11/17/94			6,687 76	7,186.71	1,549,989.10	7,186 71
LaConte Engineering	11/30/94		3,697 75		5,520.51	1,553,686 85	12,707 22
Martin Co Utilities	12/16/94		272 28			1,553,959.13	
LaConte Engineering	12/16/94		192 75		6,810.68	1,554,151 88	19,517 90
Bay Pointe Property Owners Asn	12/28/94		726 96		5,109 54	1,554,878 84	24,627 44
Capital Title Co - Title Ins.	01/13/95		700 00		6,815.91	1,555,578 84	31,443 35
Martin Co Utilities	01/19/95		272 28			1,555,851 12	
Bay Pointe Property Owners	01/19/95	4,112 64				1,559,963.76	
McCarthy, Summums, & Etal	01/19/95	326 20			2,557 12	1,560,289 96	34,000 47
Houston Cuozzo Group	01/27/95	142.50			3,419 81	1,560,432.46	37,420 28
Martin Co Utilities	02/17/95		272 28		8,977 83	1,560,704 74	46,398 11

Item	Date	Walt	Jim	Walt & Jim	Interest	Cumulative Balance	Cumulative Interest
So. Fla. Water Mgmt Dist	02/23/95		2,355.68		2,565.54	1,563,060.42	48,963.65
LaConte Engineering	02/23/95		1,657.95			1,564,718.37	
LaConte Engineering	03/03/95			5,015.00	3,429.52	1,569,733.37	52,393.17
Capital Title Company	03/03/95			125.00		1,569,858.37	
Martin Co. Utilities	03/11/95	272.28			6,021.37	1,570,130.65	58,414.55
Bay Pointe Prop. Ownrs Assn Due	03/24/95	726.86			3,011.21	1,570,857.61	61,425.76
LP-Bay Pointe Dev. Cost	03/27/95	2,426.00				1,573,283.61	
Coastal Wholesale, Inc.	03/27/95	6,000.00				1,579,283.61	
DeSantis Gaskill & Houston PA	03/27/95	528.59				1,579,812.20	
McCarty, Sumner & Etal	03/27/95	1,335.60			1,291.12	1,581,147.80	62,716.87
Martin Co. Utilities	04/26/95	272.28			12,995.74	1,581,420.08	75,712.61
Bay Pointe Prop. Ownrs Assn Due	04/26/95	4,112.64				1,585,532.72	
Allen E. Beck Land Surveyors	05/05/95	2,267.50			3,909.53	1,587,800.22	79,622.14
Martin Co. Utilities	05/19/95	272.28			6,090.19	1,588,072.50	85,712.33
Bay Pointe Prop. Ownrs Assn Due	05/19/95	292.80				1,588,364.80	
LaConte Engineering	06/09/95	680.00			9,138.54	1,589,044.80	94,850.87
Robt. Benson P.A. Trust Acct.*	06/14/95	100,000.00			2,176.77	1,689,044.80	97,027.64
Bay Pointe Prop. Ownrs Assn Due	06/26/95	4,839.60			5,553.02	1,693,884.40	102,580.67
Martin Co. Utilities	06/30/95	272.28			1,856.31	1,694,156.68	104,436.98
LaConte Engineering	06/30/95	1,220.14				1,695,376.82	
Martin Co. Utilities	07/21/95	272.28			9,754.22	1,695,649.10	114,191.21
Houston-Ciozzo Group	07/21/95	100.00				1,695,749.10	
McCarthy Summers Etal	07/21/95	2,146.50			7,908.01	1,697,895.60	122,099.22
Adam Brown Const Acct	08/07/95	50,000.00			3,831.00	1,747,895.60	125,930.22
Adam Brown Const Acct	08/15/95	50,000.00			1,477.72	1,797,895.60	127,407.94
McCarthy Summers Etal	08/18/95	954.00				1,798,849.60	
LaConte Engineering	08/18/95	853.61				1,799,703.21	
Martin Co. Utilities	08/18/95	278.20			5,917.75	1,799,981.41	133,325.68
Adam Brown Const Acct*	08/30/95	50,000.00				1,849,981.41	

Item	Date	Walt	Jim	Walt & Jim	Interest	Cumulative Balance	Cumulative Interest
Allen E. Beck Land Surveyors	09/08/95		5,732.50		4,561.60	1,855,713.91	137,887.28
Olen Edwards Co.*	09/13/95	25,000.00			2,542.07	1,880,713.91	140,429.35
McCarthy, Summers, Etal	09/15/95	1,287.90				1,882,001.81	140,429.35
Olen Edwards Co.	09/15/95			25,000.00	1,030.53	1,907,001.81	141,459.88
Martin Co. Utilities	09/22/95	278.20			3,657.26	1,907,280.01	145,117.14
Houston Cuozzo, Inc	09/22/95	325.00				1,907,605.01	145,117.14
Bay Point Prop. Owners Assn	09/27/95	4,839.60			2,612.71	1,912,444.61	147,729.86
LaCorite Engineering	10/04/95			2,607.65	3,667.70	1,915,052.26	151,397.56
McCarthy Summers Etal	10/17/95			2,385.00	6,820.73	1,917,437.26	158,218.29
Martin Co. Utilities	10/25/95			278.20	4,202.60	1,917,715.46	162,420.89
LaConte Engineering	10/26/95		5,582.50		525.40	1,923,297.96	162,946.30
	10/31/95				2,635.11		165,581.41
Interest based on contribution					(165,581.41)	2,088,879.37	
Principal & Interest after 4 years					71,637.45	1,201,033.57	
Allen E. Beck Land Surveyors	11/03/95			3,940.00	1,716.89	2,092,819.37	1,716.89
Olen Edwards Co.*	11/13/95	25,000.00			5,733.75	2,117,819.37	7,450.64
Martin County Utilities	11/14/95	278.20				2,118,097.57	
McCarthy, Summers Etal	11/14/95	477.00			580.22	2,118,574.57	8,030.86
Collier County Tax Collector	11/22/95	8,887.95			4,643.45	2,127,462.52	12,674.31
Olen Edwards Co.*	12/01/95	10,000.00			5,249.80	2,137,462.52	17,920.11
Olen Edwards Co.*	12/04/95	75,000.00			1,756.82	2,212,462.52	19,676.93
Martin County Tax Collector	12/05/95	6,827.51			608.15	2,219,290.03	
La Counte Engineering	12/05/95	2,975.00				2,222,265.03	20,283.09
McCarthy, Summers Etal	12/13/95	1,240.20				2,223,505.23	
Olen Edwards Co.	12/13/95	10,000.00			4,870.72	2,233,505.23	25,153.80
Allen E. Beck Land Surveyors	12/20/95	870.00				2,234,375.23	
Bay Pointe Property Owners Assn.	12/20/95	4,839.60				2,239,214.83	
Martin County Utilities	12/20/95	278.20			4,283.43	2,239,493.03	29,437.24
Houston Cuozzo Group	12/29/95	3,844.75				2,243,337.78	

141

LAW OFFICES

FURR AND COHEN, P.A.

INTERSTATE PLAZA SUITE 412
1499 WEST PALMETTO PARK ROAD
BOCA RATON, FLORIDA 33486

CHARLES I. COHEN
ROBERT C. FURR
LESLIE S. OSBORNE
LISA J. CHAIKLIN

TELEPHONE (407) 395-0500
FAX (407) 336 7532

C WILLIAM BERGER
OF COUNSEL

May 19, 1994

Marte Singerman, Esq.
Tabas & Singerman
25 South East 2nd Avenue, Suite 919
Miami, Florida 33131

Re: Warren Johnson

Dear Marte:

With regard to the packet I sent you on the items that Mrs. Johnson wanted to purchase which at one time belonged to Warren Johnson, you had agreed with my assessment that the estate had no interest in these properties. Due to the size of the transaction, my clients have requested that I get something in writing from you to document their files showing that the Trustee has agreed that they have no interest in these assets. As such, I am hereby requesting that you sign a copy of this letter which I have provided and return it to me to indicate the Trustee's agreement that it has no interest.

Thank you for your cooperation in this matter.

Very truly yours,

FURR AND COHEN, P.A.



Leslie Scott Osborne

LSO/ccs

I hereby agree that the Trustee has no interest in the sale of assets to Mrs. Johnson.

Marte Singerman, Esq.

March 10, 1994

Robert C. Furr
Furr and Coher, P.A.
Interstate Plaza, Suite 412
1499 West Palmetto Park Road
Boca Raton, Florida 33486

Dear Mr. Furr:

My wife Dianne is a Real Estate Broker with Waterfront Properties of Jupiter, Florida, which is currently brokering two real estate deals which I sold my interests in, late in 1991. She informed me that she has an interest in purchasing interests in those deals as follows:

1. A Debenure in the Limited Partnership of Retirement Facility at Palm-Aire, Ltd, which is payable in the event the partnership can recover in excess of the outstanding debt ahead of it in the amount of \$ 1,000,000; and a 30% interest in the partnership itself. The partnership has lost its real estate assets in a foreclosure action, but has an on going lawsuit/ counterclaim against the bondholders due to their breach of a settlement agreement and certain lender liability claims.
2. Lots in Bay Pointe Estates which were under contract to Alfredo Sanchez, who has failed to close.

Both of these deals have lawsuits pending, which makes them available on terms deals, since each respective owner wants to end the cash flow going to attorneys.

Dianne is willing to pay the respective owners more than I sold them for in 1991, but I thought they should be offered to the Trustee in my Bankruptcy case first, if they would like the Deals. My father is willing to lend Dianne the necessary funds to litigate and resell the Deals if she is successful.

The Retirement Facility at Palm-Aire lawsuit for the Partnership will be a parallel case to the one I just purchased from the estate in my Bankruptcy Case, so much of the cost of discovery can be shared by both cases. If the Trustee is interested, I will meet him at Tabas & Singermans' Office, 25 S.E. Second Ave., Suite 919, Miami, Florida 33131 as soon as your office can set up a meeting.

Yours truly



Warren D. Johnson, Jr.
511 S.W. Bay Pointe Circle
Boca Raton, Florida 33431

R-27

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911300

ASSIGNMENT AND ASSUMPTION
OF
PERMITS, P.U.D. AGREEMENTS, PLATS, LICENSES,
CONTRACTS AND RESOLUTIONS

THIS AGREEMENT, made as of the 15th day of ^{November} ~~OCTOBER~~, 1991, by and between WARREN D. JOHNSON, JR. ("Assignor") and ADAM BROWN, AS TRUSTEE, his successors and assigns ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the beneficial owner of certain Permits, P.U.D. Agreements, Plats, Licenses, Contracts, and Resolutions (collectively referred to herein as "Assigned Contracts") in connection with the operation and use of that certain property described in EXHIBITS "A" AND "B" ("EXHIBIT A AND B Property") attached hereto and incorporated herein by reference. Said Assigned Contracts, include but are not limited to those more particularly described in EXHIBIT "C" attached hereto and incorporated herein by reference; and

WHEREAS, Assignor desires to sell, transfer and assign the Assigned Contracts to Assignee, and Assignee desires to obtain the Assignor's interests therein as of the date hereof and assume Assignor's obligations thereunder as of the date hereof.

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual covenants hereinafter set forth, Assignor and Assignee agree as follows:

1. Assignor warrants that it is the sole owner of the beneficial interest in all of the Assigned Contracts, that all the Assigned Contracts are in full force and effect, that no default exists thereunder at the present time or would exist but for the passage of time or the giving of notice.

2. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in, to and under the Assigned Contracts, effective as of this date.

3. Assignee hereby accepts said assignment and assumes all of the obligations of Assignor accruing from this date under the Assigned Contracts. This assumption shall be effective only from and after the date hereof, and Assignee is not assuming any liability or obligation of Assignor relating to or arising from Assignor's performance of, or failure to perform any of Assignor's obligations under the Assigned Contracts prior to the date hereof.

4. Assignee hereby agrees to indemnify and hold Assignor harmless from all claims, demands, liabilities, obligations, causes of action, costs or expenses (including, without limitation, reasonable attorneys' fees and costs through the appellate level) which accrue or arise from events occurring in connection with or arising from the Contracts from and after the date of this Agreement.

5. Assignor hereby agrees to indemnify and hold Assignee harmless from all claims, demands, liabilities, obligations, causes of action, costs or expenses (including, without limitation, reasonable attorneys' fees and costs through the appellate level) which accrue or arise from events occurring in connection with or arising from the Contracts prior to the date of this Agreement.

1072

AND/2138/km

R-29

OR 930 930 PM 1/37

Prepared by: A. Davis, Esq.
 GADR, Dyer, & Dyer PA
 701 W. 14th Ave. Ste 400
 N. Platte, CO 80601

6. Assignor and Assignee agree to execute any other reasonable documents which may be required to accomplish the assignments and assumption referred to in this Agreement.

7. The parties hereto further agree to indemnify and hold each other harmless from all claims, losses, liabilities and expenses (including reasonable attorneys' fees and costs through the appellate level) arising from their failure to perform any of their respective obligations hereunder.

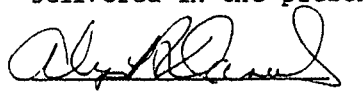
8. This Assignment and Assumption shall inure to the benefit of and be binding upon the Assignor, Assignee, and their respective successors, legal representatives and assigns.


9. This Agreement shall be construed and interpreted according to the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be Martin County, Florida.

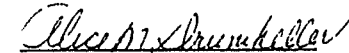
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective duly authorized officers.

Signed, sealed and
Delivered in the presence of:

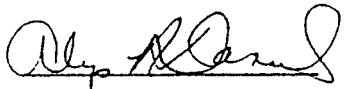
ASSIGNEE:

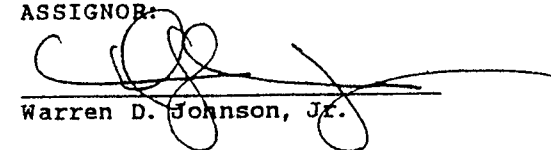



Adam Brown, individually and
as Trustee



ASSIGNOR:



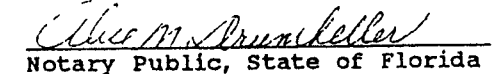

Warren D. Johnson, Jr.



STATE OF FLORIDA
COUNTY OF Palm Beach

Before me, the undersigned authority, personally appeared Adam Brown, individually and as Trustee to me known and he acknowledged before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 29th day of October, 1991.


Notary Public, State of Florida

My Commission Expires:

(NOTARY SEAL)

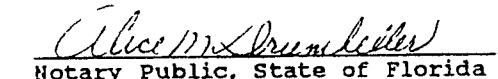
STATE OF FLORIDA
COUNTY OF Palm Beach



ALICE M. DRUMHELLER
My Comm. expires Jan 4, 1992
Bonds thru Notary Public (Interim)

Before me, the undersigned authority, personally appeared Warren D. Johnson, Jr., to me known and he acknowledged before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 29th day of October, 1991.


Notary Public, State of Florida

My Commission Expires:

(NOTARY SEAL)



ALICE M. DRUMHELLER
My Comm. expires Jan 4, 1992
Bonds thru Notary Public (Interim)

WHO Sold Over \$20 Million Of Stuart Area Waterfront Property During The Past 14 Months?

ADAM BROWN!!

The one to call--when it's time to sell--your waterfront property!



BAY ST. LUCIE - Under contract in 1-week
Sold for \$850,000, Listed for \$895,000.



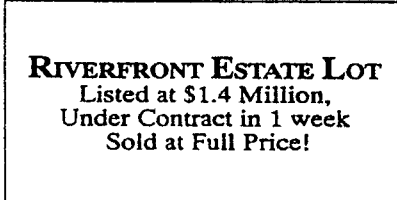
PALM CITY - Under contract in less than 6
months, Sold for \$766,000, listed at \$825,000.



HUTCHINSON ISLAND - Sold for \$447,000,
97.6% Of Listed Price!



MARINER CAY - Sold for \$310,000 listed
for \$329,500 - 94% of listed price!



RIVERFRONT ESTATE LOT
Listed at \$1.4 Million,
Under Contract in 1 week
Sold at Full Price!

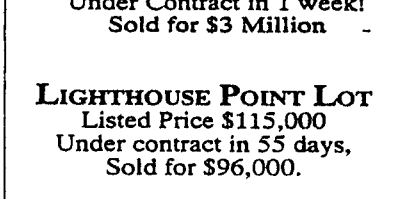
RIVERFRONT HOME
Listed for \$3,200,000
Under Contract in 1 week!
Sold for \$3 Million



PALM CITY-Seagate Harbor Listed at
\$185,000 - Sold for \$162,500



SEWALL'S POINT - Sold for \$450,000 -
Full Listed Price!



LIGHTHOUSE POINT LOT
Listed Price \$115,000
Under contract in 55 days,
Sold for \$96,000.



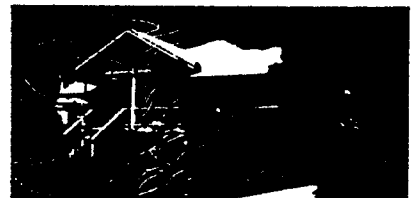
STUART - Under Contract within 5 months,
Sold for \$320,000 - 95.5% of listed price!



HUTCHINSON ISLAND - Under contract
in 65 days, Sold for \$825,000



SEWALL'S POINT PLANTATION LOT -
Sold for \$570,000, 95.7% of listed price!



SEWALL'S POINT - Sold for \$635,000
97.6% of listed price! Contracted in 5 months!

Waterfront Properties Sold these properties - Averaging 94% of the Listed Price!
All were previously offered for sale by other real estate agencies.

WATERFRONT SPECIALIST
STUART, SEWALL'S PT, SAILFISH PT

ADAM BROWN
(407) 287-7676

Waterfront Properties



equal opportunity
SOTHEBY'S
INTERNATIONAL REALTY

Note: This is not intended to be a solicitation if your property is exclusively listed with another broker. * Over \$20 million closed sales from 2/94 - 4/96 according to Greater Miami County MLS. All \$20 million of the sold properties are not featured on this page. **Percentages based on the listed price at the time of contract. All information is deemed to be correct but is not guaranteed.

member of the
ESTATES CLUB
OF THE MIAMI BEACH AREA

ADAM BROWN OF WATERFRONT PROPERTIES CONTRACTS \$10.3 MILLION IN THIRD QUARTER OF 1991



Adam Brown, who markets waterfront property in the Stuart area, contracted \$5,268,000 in July, \$1,400,000 in August, and \$3,700,000 in September. Selling only waterfront properties in Stuart, Palm City, Sewall's Point and Hutchinson Island, Adam was also a member of the exclusive Million Dollar Club of the Greater Martin County Board of Realtors for multi-million dollar sales in 1990.

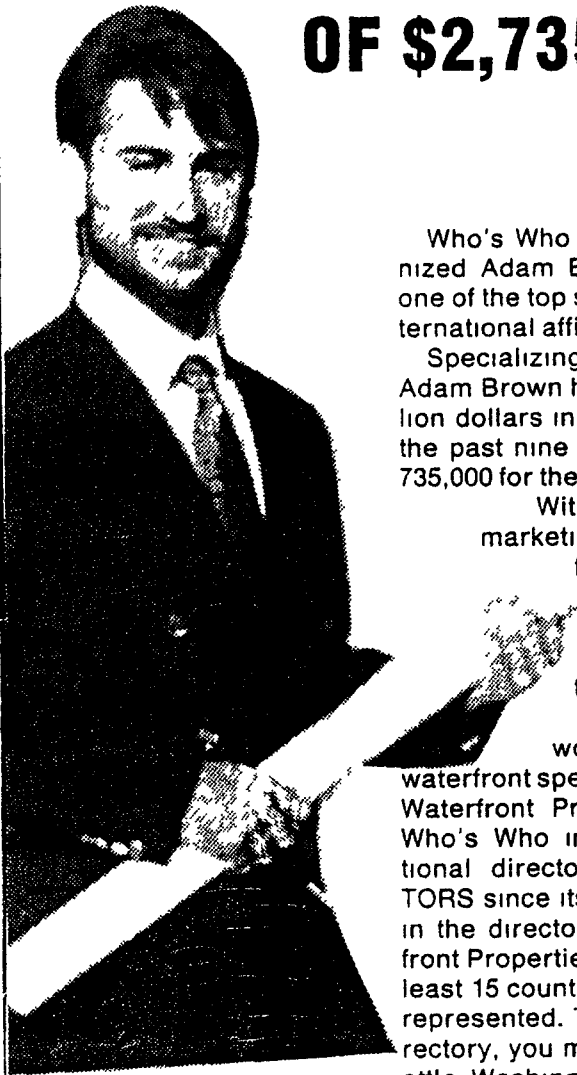
Adam derives an advantage from the fact that he is a native of the area and has spent his life boating and fishing in local waters. His extensive knowledge of waterfront property in Martin County is gained from first hand experience.

All associates who are affiliated with Waterfront Properties' three offices are specialists in one type of waterfront property or vicinity only. Such specialization gives both buyers and sellers the advantage of working with an exceptionally knowledgeable salesperson. Waterfront Properties offers over one hundred million dollars in properties on the water in twelve towns from North Palm Beach to Stuart.

Waterfront  Properties

Stuart 287-7676 Jupiter 746-7272 North Palm Beach 626-7272

WHO'S WHO IN LUXURY REAL ESTATE HONORS ADAM BROWN FOR NOVEMBER SALES OF \$2,735,000



Who's Who in Real Estate has recently recognized Adam Brown of Waterfront Properties as one of the top sales producers in their over 300 international affiliated offices.

Specializing in the Stuart and Palm City area, Adam Brown has contracted or closed over 1 million dollars in waterfront properties in five out of the past nine months, including his sales of \$2,735,000 for the month of November.

With four offices covering 12 towns and marketing over 117 million dollars in waterfront properties, the company offers coordinated tours of each locale, providing an overview of the area and each type of waterfront. Customers explain only once the type of the process and assuring them of working with the most knowledgeable waterfront specialist in each area.

Waterfront Properties has been affiliated with Who's Who in Luxury Real Estate, an international directory of skilled professional REALTORS since its inception six years ago. Inclusion in the directory is by invitation only and Waterfront Properties is the only Stuart broker listed. At least 15 countries as well as nearly every state is represented. To receive a copy of the newest Directory, you may write to 4108 East Madison, Seattle, Washington 98112 or call 206-322-2890.

WATERFRONT PROPERTIES

JUPITER OFFICE 746-7272

N.P.B. OFFICE 626-7272

STUART OFFICE 287-7676

ADAM BROWN

1993
MARTIN COUNTY WATERFRONT SALES
JANUARY 1 - SEPT 16

COMPANY	LOTS	HOMES	TOTAL
WATERFRONT PROPERTIES			25,800,000*
PREMIER REALTY GROUP	4,275,000	10,189,900	14,464,900
ADAM BROWN	1,980,000	11,220,001	13,200,000
PRUDENTIAL GEISINGER	1,380,000	4,452,000	5,832,000
GIMELSTOB (2 OFFICES)	615,000	4,901,000	5,516,000
IBR REALTY (ALL 4 OFFICES)	853,000	4,082,000	4,935,000
DUTCHER, HIGGENBOTHAM & BASS	0	4,885,000	4,885,000
CENTURY 21 (2 OFFICES)	701,500	3,688,100	4,389,600
RE/MAX REALTY ASSOCIATES	0	4,307,000	4,307,000
REALTY EXECUTIVES	210,000	2,550,000	2,760,000

Sales and Listing credit used in direct sales. Information derived from Martin County Board of Realtors and Jupiter Tequesta Hobe Sound Board of Realtors.

*Some Martin County sales recorded through Jupiter Tequesta Hobe Sound Board of Realtors.

Marta Singerman, Esq.
Tabas & Singerman
25 South East 2 nd Avenue, Suite 919
Miami, Florida 33131

Les Osbourn
Furr & Cohen, P.A.
Suite 412, 1499 W. Palmetto Park Rd.
Boca Raton, Florida 33486

RE: SPLIT ON REVENUE FROM LAWSUIT AGAINST DAIN BOSWORTH, ET.AL. FOR PAYMENT
OF THE LEGITIMATE CREDITORS OF WARREN D. JOHNSON, JR.CASE 92-3339-BKC-RAM

Dear Marta & Les:

I hereby agree to TWENTY FIVE (25%) of the proceeds in the above referenced lawsuit going to the Estate of my legitimate creditors. As you know, I have pushed to have these matters litigated and have always wanted my creditors to be paid.

As for Marty Alexander's reference to a sale of land to Adam Brown being improper, please find enclosed the following documents:

1. A MEMORANDUM from Janna D. Peters dated December 7, 1992, whereby in item 4., I sold my interest in an option agreement to Adam Brown. The consideration was in excess of \$ 86,000, and greatly exceeded the \$ 50,000 award the jury gave me in this Case No. 88-670 CA Johnson v. Project Management a/k/a FERCAL, Inc. This was a property that was blocked as to access by Ray Loesche on October 30, 1991, two days prior to closing. SEE ATTACHED EXHIBIT B, Item 5.
2. JOHNSON never owned the property in question. SEE ATTACHED EXHIBIT A. Fercal, Inc. sold the property to Adam Brown on November 1, 1991, for the sum of \$ 475,000.


This is another instance of Marty Alexander lying and having improper motives. As you recall Marty Alexander lied to Judge Friedman about my promising his clients a release RE: Settlement Agreement dated January 29, 1993.

Mr. Alexander's real (but Improper) motives are indicated in Ray Loesche's letter dated December 28, 1992 to Martin Alexander, Esq. and attached as EXHIBIT C, whereby in the last paragraph Alexander is solicited to join the Calvasina/Loesche Vendetta and more on to a crime fraud action using the F.B.I. Calvasina (a principal in Fercal) had previously threatened Johnson on September 20, 1989 with her brother, Mr. Berthea, who was a high ranking F.B.I. official. Please find attached Johnson's letter to the F.B.I. as Exhibit D.

The above referenced property was offered to the Trustee in my letter of March 10, 1994 and again in Dianne Johnson's letter to you on September 1, 1994. These properties are still available for sale and I have enlosed photographs taken this month. It may be of interest that the clients of Marty Alexander turned down my offer to them to Buy/ Joint Venture or Finance these very properties after I won the lawsuit against Fercal, inc.

I have attached the above referenced letters for your convenience as EXHIBITS E & F. plus four photographs. The project is unfinished and both the developer and the lot owners have hired attorneys to sue Martin County over denial of docks.

Yours truly,


Warren D. Johnson, Jr.
511 S.W. Bay Pointe Circle
Palm City, Florida 34989

1078

R-35

EXHIBIT S

<u>DOCUMENT</u>	<u>RESPONSIBLE PARTY</u>
1. Modification of Note and Mortgage	GYS
2. Confirmation of Guarantee of Warren D. Johnson, Jr. and Dianne Johnson, his wife	GYS
3. Confirmation of Guarantee of George A. Janke	GYS
4. Mortgagor's Affidavit	GYS
5. Title Insurance Documentation	Borrower's Counsel
(a) Endorsement to Commonwealth Land Title Insurance Company Title Insurance Policy No. 411-727699	
(b) Additional Exceptions to Title, if any	
6. Survey of Property Remaining Subject to Mortgage	Borrower
7. Opinion of Borrower's Counsel	GYS to provide
8. Amendment to Interest Account Agreement	GYS
9. UCC-3 Statement of Change	GYS
10. Partial Release of Mortgage	GYS
11. Environmental Indemnity Agreement	GYS
12. Loan Closing Statement and Disbursement Schedule	GYS
13. Closing Statement for Bond Financing	Borrower

5177z
030990

103471

CHECKLIST OF CLOSING DOCUMENTS AND OTHER REQUIREMENTS

LENDER: SOUTHEAST BANK, N.A.
6261 N.W. 6th Way, Suite 101
Ft. Lauderdale, FL 33309
Attn: Beverly DeCrane,
Real Estate Loan Officer
Telephone: (305) 492-4508
Telecopy: (305) 492-4641

COUNSEL TO LENDER: GUNSTER, YOAKLEY & STEWART, P.A.
One Lincoln Place, Suite 351
1900 Glades Road
Boca Raton, FL 33431
Attn: Deborah E. Buatti, Esq.
Telephone: (407) 395-1952
Telecopy: (407) 338-3367

BORROWER: WARREN D. JOHNSON, JR.
511 S.W. Bay Pointe Circle
Palm City, FL 34990
Telephone: (407) 286-0886

COUNSEL FOR BORROWER: RYAN & RYAN LEGAL ASSOCIATES, P.A.
2601 No. Ocean Avenue
Suite F
Singer Island, Riviera Beach, FL 33404
Telephone: (407) 848-8624
Telecopy: (407) 848-2973
Attn: Francis T. Ryan, Esq.

RE: SOUTHEAST BANK, N.A. - Modification and
Partial Release of \$2,500,000.00 Loan
to Johnson

CLOSING DATE: March __, 1990

103470

GUNSTER, YOAKLEY, CRISER & STEWART, P.A.

ATTORNEYS AT LAW
SUITE 351 ONE LINCOLN PLACE
1900 GLADES ROAD
BOCA RATON, FLORIDA 33431
TELEPHONE (407) 395-1952
FAX NUMBER (407) 338-3367

PRINCIPAL OFFICE
PHILLIPS POINT SUITE 300 EAST
777 SOUTH FLAGLER DRIVE
P.O. BOX 4587
WEST PALM BEACH, FLORIDA 33402-4587
(407) 655-1960

OFFICES IN:
WEST PALM BEACH, FLORIDA
BOCA RATON, FLORIDA
STUART, FLORIDA
FORT ST. LUCIE, FLORIDA

OUR FILE NUMBER: 09561.00189

March 13, 1990

J. K. WILLIAMSON (1992-1994)
JOSEPH F. GUNSTER (1994-1999)
MARSHALL M. CRISER (RETIRED)

ROBERT S. KRAMER
CRAIG S. LEHMAN
SCOTT J. LINK
MARK T. LUTTIER
EDWARD A. MAROZ
PAMELA A. MCNIERNEY
JAMES A. MINIX
MICHAEL V. NITRONE
L. LOUIS MRACHEK
STEPHEN C. PAGE
RICHARD PALADINO
ALAN PELLINGRA
HUGH W. PERRY
MICHAEL G. PLATNER
JAMES G. PRESSLY, JR.
STEPHEN S. RITCHEY
ANDREW S. ROBINS
TRACI H. ROLLINS
RONALD N. ROSENWASSER
ROBERT T. SCOTT
MICHELLE STARK
A. OBIE STEWART
JEFFREY A. STOOPS
SEYMOUR S. SUSSMAN
MICHAEL S. TAMMARO
DONALD E. THOMPSON II
PETER VAN ANDEL
STEPHEN G. VOGELSANG
JOSEPH A. WALSH JR.
CHRISTOPHER C. WHEELER
DRENNEN L. WHITHIRE, JR.
MARC S. WOLFF
DAVID S. YOAKLEY

DAVID P. ACKERMAN
JACK J. AIELLO
PETER J. ALDRICH
JERRY E. ARON
DAVID R. ATKINSON
BERNARD R. BAKER III
KENNETH S. BEALL JR.
ODETTE MARIE BENDECK
DONALD J. BEUTTENHULLER JR.
W. MARTIN BONAN
MARK J. BOULRIS
GARY M. BRANDENBURG
JAMES R. BRINDELL
DEBORAH E. BUATTI
GLENN S. CAMERON
JOHN T. CARMODY JR.
BETTE KESTER CONRAD
JOHN CORBETT
PAUL W. A. COURTNEILL JR.
LEWIS F. CRIPPEN
G. JOSEPH CURLEY
LEE S. DAVID
THOMAS D. DECARLO
STEVEN G. DELL
EDWARD DOWNEY
LEIGH E. DUNSTON
C. CRAIG ELLER
LAURA BREWER FREEMAN
ANNA-MARIE GALANTE
ROBERT M. GRAHAM
DANIEL A. HANLEY
KENNETH M. HART
STEPHEN L. HAYFORD
PAUL K. HINES
RICHARD D. HOLT
THOMAS P. HUNT
JOSEPH IANNO JR.
KEITH J. KANOUSE
KAREN D. KAPLAN
BRADFORD O. KAUFMAN
TRENT S. KIZIAH

VIA TELECOPY (407/348-2973) AND MAIL

Francis T. Ryan, Esq.
Ryan & Ryan Legal Associates, P.A.
2601 No. Ocean Avenue, Suite F
Singer Island, Riviera Beach, FL 33404

Re: Southeast Bank, N.A. (the "Lender") - Modification and
Partial Release of \$2,500,000.00 Loan to Warren D.
Johnson, Jr. (the "Borrower")

Dear Frank:

Enclosed please find a Checklist of Closing Documents and Other Requirements, revised to correct that the survey of the parcel remaining subject to the mortgage shall be a responsibility of the Borrower and must be delivered to me prior to or at the closing. I am sure you realized that this was merely a typographical error.

I am still waiting to hear from you with respect to the documents previously transmitted to you and to coordinate a closing of the Modification.

Yours very truly,

103465

Deborah E. Buatti
(For the Firm)

DEB/gin
Enclosure
2302b

cc: Ms. Beverly DeCrane (w/enc.)
Mr. Richard M. Forney (w/enc.)

1081

Gunster, Yoakley & Stewart, P.A.
1900 Glades Road, Suite 351
Boca Raton, Florida 33431

50284269

MODIFICATION OF MORTGAGE AND NOTE

THIS AGREEMENT made as of the 19th day of March, 1990, between WARREN D. JOHNSON, JR., as Trustee, (the "Mortgagor"), and SOUTHEAST BANK, N.A., a national banking association (the "Mortgagee"),

W I T N E S S E T H:

WHEREAS, YOUNG AT HEART, a Florida corporation (the "Original Obligor"), executed and delivered to the Mortgagee that certain Mortgage Note dated March 10, 1988, in the original principal amount of TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,500,000.00) (the "Note"); and

WHEREAS, the Note is secured by that certain Mortgage given by the Original Obligor to the Mortgagee dated March 10, 1988, and recorded on March 11, 1988 in Official Record Book 15260, Page 218, Public Records of Broward County, Florida (the "Mortgage") encumbering the lands and the properties described in the Mortgage (the "Property"); and

WHEREAS, the Note and Mortgage were modified by that certain Modification of Mortgage and Note dated March 31, 1989 and recorded April 7, 1989 in Official Records Book 16336, Page 933 of the Public Records of Broward County, Florida (the "Modification"); and

WHEREAS, the Note and Mortgage were further modified and assumed pursuant to that certain Mortgage Modification and Assumption Agreement among the Original Obligor, Mortgagee and Mortgagor, dated October 31, 1989 and recorded November 29, 1989 in Official Records Book 16958, Page 518, of the Public Records of Broward County, Florida (the "Mortgage Modification and Assumption Agreement"). (The Mortgage, Modification and Mortgage Modification and Assumption Agreement shall hereinafter collectively be referred to as the "Mortgage".)

20 00 15 21 0 57

BK17587PG0467

20 00 15 21 0 57

WHEREAS, the Mortgagor and the Mortgagee have agreed in the manner hereinafter set forth to modify the terms and provision of the Note and the Mortgage (the terms "Note" and "Mortgage" as used herein shall refer to the Note and the Mortgage as modified and amended by the terms hereof).

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the Mortgagor and the Mortgagee mutually agree as follows:

1. The Mortgagor represents and warrants that it is the fee owner of the Property.

2. The Mortgagor represents and warrants that there are no existing defenses to the Mortgage and that the Mortgage constitutes a valid first mortgage lien on the Property in favor of the Mortgagee.

3. The Mortgagor represents and warrants that there are no existing defenses to the Note, that the Note evidences a valid and binding obligation of the Mortgagor and that the principal amount outstanding under the Note together with accrued interest as of the date hereof is \$601,802.77.

4. The Note is hereby modified and amended such that upon payment by the Mortgagor to the Mortgage of an extension fee in the amount of \$6,000.00, the Maturity Date, as defined in the Note, shall be extended to March 10, 1991.

5. The Mortgagor has requested and the Mortgagee has agreed to release a portion of the Property more particularly described on Exhibit A attached hereto and incorporated herein (the "Release Parcel") from the lien and operation of the Mortgage.

In consideration of the Mortgagee releasing the Release Parcel as provided hereinabove, the Mortgagor shall pay to the Mortgagee the sum of ONE MILLION NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,900,000.00), which amount shall be applied toward reduction of the principal amount outstanding under the Note.

BK17587PC0468

6. The Mortgagor shall promptly cause this Agreement to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien of the Mortgage upon, and the interest of the Mortgagee in, the Property. The Mortgagor will pay all filing, administration, and recording fees, and all expenses incident to the preparation, execution and acknowledgment of this Agreement, and all Federal, state, county and municipal taxes, duties, imposts, assessments and charges arising out of or in connection with the filing, registration, recording, execution and delivery of this Agreement and the Mortgagor shall hold harmless and indemnify the Mortgagee against any liability incurred by reason of the imposition of any tax on the issuance, making, filing, registration or recording of this Agreement.

7. The Mortgagor represents, warrants and covenants that there are no offsets, counterclaims or defenses against the obligations of the Mortgagor under the Note or the Mortgage and that the Mortgagor (and the undersigned representative of the Mortgagor if any) has full power, authority and legal right to execute this Agreement and to keep and observe all of the terms of this Agreement on the Mortgagor's part to be observed or performed.

8. This Agreement, the Mortgage and the documents referred to therein may not be modified, amended, changed or terminated orally, but only by an agreement in writing executed by Mortgagor and Mortgagee.

9. All terms, covenants and conditions of the Mortgage and Note not expressly modified by the terms hereof are ratified by the Mortgagor and shall remain in full force and effect.

10. This Agreement shall be binding upon and inure to the benefit of the Mortgagor and the Mortgagee and their respective successors and permitted assigns.

BK17587PC0469

11. This Agreement may be executed in any number of duplicate originals and each such duplicate original shall be deemed to constitute but one and the same instrument.

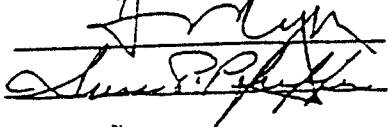
12. If any term, covenant or condition of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision.

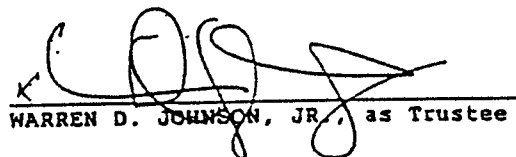
13. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The undersigned expressly submits to the jurisdiction of all courts located in the State of Florida and consents that any process and notice of motion or other application to any of said courts or a judge thereof may be served upon the undersigned within or without such court's jurisdiction by registered mail or by personal service, provided a reasonable time for appearance is allowed.

14. The Mortgagor agrees from time to time, as may be required by the Mortgagee, to execute and deliver such further instruments and documents and do all matters and things which may be convenient or necessary to more effectively and completely carry out the intention of this Agreement.

IN WITNESS WHEREOF, the Mortgagor and the Mortgagee have duly executed this Agreement, the day and year first above written.

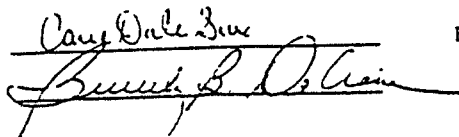
Signed, sealed and delivered
in the presence of:

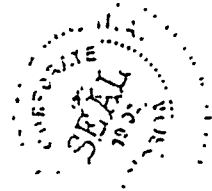

WARREN D. JOHNSON, JR., as Trustee


WARREN D. JOHNSON, JR., as Trustee

SOUTHEAST BANK, N.A., a national
banking association

By: 
VP.


Cary Dale Bue



05549

DK17507PE0470

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss.

The foregoing instrument was acknowledged before me this 30th day of March, 1990, by Warren D. Johnson, Jr., as Trustee.

[Signature]
Notary Public

My commission expires: ...

(NOTARIAL SEAL)

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT. 31, 1992
EXCEEDS THE GENERAL REG. LING.

STATE OF FLORIDA)
COUNTY OF Broward) ss.

The foregoing instrument was acknowledged before me this 4th day of March, 1990, by Richard M. Forney as Vice President of SOUTHEAST BANK, N.A., a national banking association, on behalf of the association.

[Signature]
Notary Public

My Commission Expires: 10-19-90

(NOTARIAL SEAL)

5178z
030990

BK17587PG0471

EXHIBIT A

A portion of Tract A, PALM AIRE CYPRESS COURSE ESTATES, 4th SECTION, according to the Plat thereof as recorded in Plat Book 118 at Page 36, Public Records of Broward County, Florida.

Commence at the Northeast corner of said Tract A; thence South 02 Degrees 16'42" East for 304.44 feet; thence South 04 Degrees 33'52" West for 75.54 feet to the Point of Beginning; thence continue South 04 Degrees 33'52" West for 25.18 feet; thence South 02 Degrees 16'42" East for 200.00 feet; thence South 43 Degrees 18'33" West for 57.15 feet; thence South 88 Degrees 53'48" West for 25.00 feet; thence North 79 Degrees 47'36" West for 61.19 feet; thence South 88 Degrees 53'48" West for 50.00 feet; thence South 77 Degrees 35'13" West for 40.79 feet; thence North 01 Degrees 06'12" West for 91.00 feet; thence North 35 Degrees 02'01" East for 209.25 feet; thence North 87 Degrees 43'18" East for 90.00 feet to the Point of Beginning and containing 1.006 acres more or less.

Reserving to the Mortgagee:

Together with the right of ingress and egress over all internal roads in the retirement facility at Palm-Aire, Ltd. as they may from time to time, and access thereto by the shortest, direct route, in favor of the parcel described hereinabove, on the northwest corner of McNab and SW 36th Avenue, being and containing 1.006 acres more or less.

0062E

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

OK 17587PG0472

March 8, 1990

Southeast Bank, N.A.
Mr. Frank Ryan
2601 N. Ocean Drive, Suite F
Riviera Beach, FL 33404

RE: Loan to Warren D. Johnson, Jr. as Trustee
(formerly Young at Heart, Inc.)

Dear Mr. Ryan:

As requested, the following payments are due as a pre-condition to the partial mortgage release on the loan captioned above:

Principal:	\$1,900,000.00
Interest for 3/1/90-3/14/90*	10,694.44
Deposit to Prepaid Interest Account	66,000.00
Commitment Fee	6,000.00
Total Due	<u>\$1,982,694.44</u>

*Per diem beginning 3/15/90 is \$763.89

Please wire funds through the Federal Reserve to:

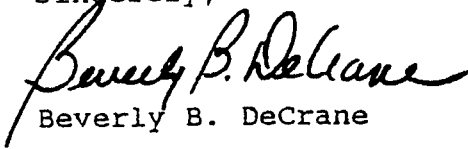
Southeast Bank, N.A.
One Southeast Financial Center
Miami, Florida ABA#066000581
For Credit to Account #35-60-22-4/2766
Reference: Paydown of Warren D. Johnson, as Trustee
Loan #250001
Phone advise Lourdes Tacoronte at (305) 375-6578 upon receipt of funds.

Please be advised that per diem interest for the payoff date need not be paid if funds are received by Southeast Bank, N.A. prior to 2:00 p.m. Additionally, if there are any legal services rendered by our counsel in connection with this transaction, a bill will be submitted as soon as possible for remittance.

Should you have any questions concerning these procedures, please feel free to contact me at (305) 492-4508.

Sincerely,

103425


Beverly B. DeCrane

c:\decrane\bd-ryan.ltr

14

CLOSING STATEMENT AND DISBURSEMENT SCHEDULE

LENDER: SOUTHEAST BANK, N.A.
BORROWER: WARREN D. JOHNSON, JR., as Trustee
DATE: MARCH _____, 1990
RE: RENEWAL OF \$2,500,000.00 NOTE

EXPENSES:

1.	Board of County Commissioners, Broward County		\$ _____ 43.50
	(a) Record Modification of Mortgage	\$ 28.50	
	(b) Record Partial Release of Mortgage	\$ 15.00	
2.	Florida Secretary of State		\$ _____ 9.25
	(a) File UCC-3 Statement of Change	\$ 9.25	
3.	Southeast Bank, N.A.		<u>\$1,972,000.00</u>
	(a) Extension Fee	\$ 6,000.00	
	(b) Principal payment on Note	\$1,900,000.00	100452
	(c) Interest Account Deposit	66,000.00	
4.	Gunster, Yoakley & Stewart, P.A.		<u>\$ 2,923.00</u>
	(a) Attorneys' Fees	\$ 1,500.00	
	(b) Cost Contingency*	\$ 60.00	
	(c) Disbursements	\$ 100.00	
	(d) Outstanding Invoices	\$ 1,263.00	

TOTAL EXPENSES: \$1,974,975.75

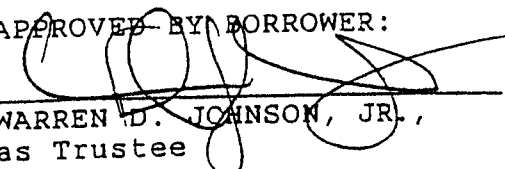
* * * * *

*Includes reimbursement to Gunster, Yoakley & Stewart, P.A. for out-of-pocket expenses and a service charge in the amount of 4% based on the amount of the attorneys' fees for the cost of mailing, photocopying and telephone. Costs incurred in excess of the cost contingency relating to this transaction will be billed after closing. Any excess cost contingency will be refunded to the Borrower.

\$2,975.75 shall be deposited in the Gunster, Yoakley, Criser & Stewart, P.A. Trust Account with the Lender to be disbursed to the payees and in the amounts indicated on the Closing Statement.

The Borrower understands that Gunster, Yoakley and Stewart, P.A. has not been employed to represent the Borrower in connection with this transaction in any way whatsoever. The Borrower understands that Gunster, Yoakley and Stewart, P.A. represents the Lender only in connection with the transaction described herein and that the Borrower must obtain and look to its own lawyer if the Borrower needs legal representation in connection with the transaction.

APPROVED BY BORROWER:


WARREN D. JOHNSON, JR.,
as Trustee

APPROVED BY LENDER:

SOUTHEAST BANK, N.A., a
national banking association

By: _____

5183z
030990

103455

Prepared by and Referred to:
Deborah E. Buatti, Esquire
Gunster, Yoakley & Stewart, P.A.
1900 Glades Road, Suite 351
Boca Raton, Florida 33431

50284269

MODIFICATION OF MORTGAGE AND NOTE

THIS AGREEMENT made as of the 19th day of March, 1990, between WARREN D. JOHNSON, JR., as Trustee, (the "Mortgagor"), and SOUTHEAST BANK, N.A., a national banking association (the "Mortgagee"),

W I T N E S S E T H:

WHEREAS, YOUNG AT HEART, a Florida corporation (the "Original Obligor"), executed and delivered to the Mortgagee that certain Mortgage Note dated March 10, 1988, in the original principal amount of TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,500,000.00) (the "Note"); and

WHEREAS, the Note is secured by that certain Mortgage given by the Original Obligor to the Mortgagee dated March 10, 1988, and recorded on March 11, 1988 in Official Record Book 15260, Page 218, Public Records of Broward County, Florida (the "Mortgage") encumbering the lands and the properties described in the Mortgage (the "Property"); and

WHEREAS, the Note and Mortgage were modified by that certain Modification of Mortgage and Note dated March 31, 1989 and recorded April 7, 1989 in Official Records Book 16336, Page 933 of the Public Records of Broward County, Florida (the "Modification"); and

WHEREAS, the Note and Mortgage were further modified and assumed pursuant to that certain Mortgage Modification and Assumption Agreement among the Original Obligor, Mortgagee and Mortgagor, dated October 31, 1989 and recorded November 29, 1989 in Official Records Book 16958, Page 518, of the Public Records of Broward County, Florida (the "Mortgage Modification and Assumption Agreement"). (The Mortgage, Modification and Mortgage Modification and Assumption Agreement shall hereinafter collectively be referred to as the "Mortgage".)

03699

WHEREAS, the Mortgagor and the Mortgagee have agreed in the manner hereinafter set forth to modify the terms and provision of the Note and the Mortgage (the terms "Note" and "Mortgage" as used herein shall refer to the Note and the Mortgage as modified and amended by the terms hereof).

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the Mortgagor and the Mortgagee mutually agree as follows:

1. The Mortgagor represents and warrants that it is the fee owner of the Property.

2. The Mortgagor represents and warrants that there are no existing defenses to the Mortgage and that the Mortgage constitutes a valid first mortgage lien on the Property in favor of the Mortgagee.

3. The Mortgagor represents and warrants that there are no existing defenses to the Note, that the Note evidences a valid and binding obligation of the Mortgagor and that the principal amount outstanding under the Note together with accrued interest as of the date hereof is \$601,802.77.

4. The Note is hereby modified and amended such that upon payment by the Mortgagor to the Mortgage of an extension fee in the amount of \$6,000.00, the Maturity Date, as defined in the Note shall be extended to March 10, 1991.

5. The Mortgagor has requested and the Mortgagee has agreed to release a portion of the Property more particularly described on Exhibit A attached hereto and incorporated herein (the "Release Parcel") from the lien and operation of the Mortgage.

In consideration of the Mortgagee releasing the Release Parcel as provided hereinabove, the Mortgagor shall pay to the Mortgagee the sum of ONE MILLION NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,900,000.00), which amount shall be applied toward reduction of the principal amount outstanding under the Note.

6. The Mortgagor shall promptly cause this Agreement to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien of the Mortgage upon, and the interest of the Mortgagee in, the Property. The Mortgagor will pay all filing, administration, and recording fees, and all expenses incident to the preparation, execution and acknowledgment of this Agreement, and all Federal, state, county and municipal taxes, duties, imposts, assessments and charges arising out of or in connection with the filing, registration, recording, execution and delivery of this Agreement and the Mortgagor shall hold harmless and indemnify the Mortgagee against any liability incurred by reason of the imposition of any tax on the issuance, making, filing, registration or recording of this Agreement.

7. The Mortgagor represents, warrants and covenants that there are no offsets, counterclaims or defenses against the obligations of the Mortgagor under the Note or the Mortgage and that the Mortgagor (and the undersigned representative of the Mortgagor if any) has full power, authority and legal right to execute this Agreement and to keep and observe all of the terms of this Agreement on the Mortgagor's part to be observed or performed.

8. This Agreement, the Mortgage and the documents referred to therein may not be modified, amended, changed or terminated orally, but only by an agreement in writing executed by Mortgagor and Mortgagee.

9. All terms, covenants and conditions of the Mortgage and Note not expressly modified by the terms hereof are ratified by the Mortgagor and shall remain in full force and effect.

10. This Agreement shall be binding upon and inure to the benefit of the Mortgagor and the Mortgagee and their respective successors and permitted assigns.

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11. This Agreement may be executed in any number of duplicate originals and each such duplicate original shall be deemed to constitute but one and the same instrument.

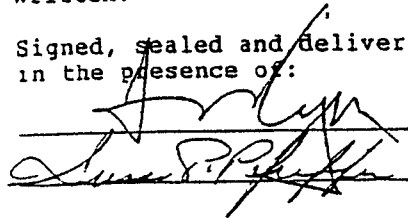
12. If any term, covenant or condition of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision.

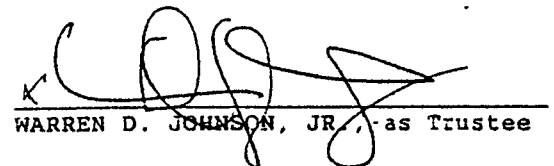
13. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The undersigned expressly submits to the jurisdiction of all courts located in the State of Florida and consents that any process and notice of motion or other application to any of said courts or a judge thereof may be served upon the undersigned within or without such court's jurisdiction by registered mail or by personal service, provided a reasonable time for appearance is allowed.

14. The Mortgagor agrees from time to time, as may be required by the Mortgagee, to execute and deliver such further instruments and documents and do all matters and things which may be convenient or necessary to more effectively and completely carry out the intention of this Agreement.

IN WITNESS WHEREOF, the Mortgagor and the Mortgagee have duly executed this Agreement the day and year first above written.

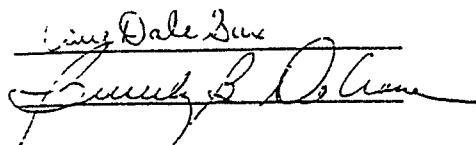
Signed, sealed and delivered
in the presence of:


WARREN D. JOHNSON, JR., as Trustee

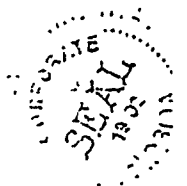

WARREN D. JOHNSON, JR., as Trustee

SOUTHEAST BANK, N.A., a national
banking association

By: 
VP.


Dale Sue

03701



CONFIRMATION OF GUARANTEE

This Confirmation of Guarantee, made and executed this 29 day of March, 1990, by WARREN D. JOHNSON, JR. and DIANNE JOHNSON, his wife (collectively the "Guarantor"),

W I T N E S S E T H:

WHEREAS, the Guarantor did execute and deliver to SOUTHEAST BANK, N.A., a national banking association ("Southeast"), that certain Absolute Guarantee dated March 6, 1988, as confirmed pursuant to that certain Confirmation of Guarantee dated March 30, 1989 and as confirmed pursuant to that certain Confirmation of Guarantee dated October 31, 1989 (collectively, the "Guarantee"); and

WHEREAS, the Guarantee unconditionally guarantees payment of the sum of TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 (\$2,500,000.00) DOLLARS being the total amount of a certain loan (the "Loan") given by Southeast to YOUNG AT HEART, INC., a Florida corporation (the "Original Borrower"); and

WHEREAS, the Loan is evidenced by a certain mortgage note executed by the Original Borrower to Southeast dated March 10, 1988 in the original principal amount of TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 (\$2,500,000.00) DOLLARS (the "Note"); and

WHEREAS, the payment of the indebtedness evidenced by the Note is secured by that certain mortgage executed by the Original Borrower to Southeast dated March 10, 1988, recorded March 11, 1988 in Official Record Book 15260, Page 218, Public Records of Broward County, Florida, as modified pursuant to that certain Modification of Mortgage and Note executed by the Original Borrower and Southeast dated March 30, 1989 and recorded April 7, 1989 in Official Records Book 16336, Page 933, of the Public Records of Broward County, Florida (collectively, the "Mortgage"); and

WHEREAS, the Original Borrower transferred all of its assets to WARREN D. JOHNSON, JR., as Trustee (the "New Borrower") including

the property more particularly described in the Mortgage (the "Property"), which Property shall remain subject to the Note and Mortgage; and

WHEREAS, the New Borrower assumed all of the Original Borrower's duties and obligations under the Note and Mortgage as provided in that certain Mortgage Modification and Assumption Agreement dated October 31, 1989 and recorded November 29, 1989 in Official Records Book 16958, Page 518 of the Public Records of Broward County, Florida.

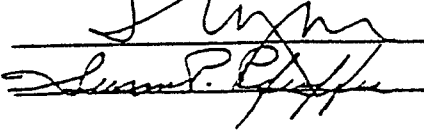
WHEREAS, at the request of the New Borrower, Southeast has agreed to release a portion of the Property subject to the Mortgage, provided the New Borrower shall reduce the outstanding principal balance of the Note in the amount of ONE MILLION NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,900,000.00).


WHEREAS, as a condition to releasing a portion of the Property as described herein, and to renewing the Note pursuant to the terms and provisions of the Modification of Mortgage and Note of even date herewith, Southeast is requiring the execution of this Confirmation of Guarantee.

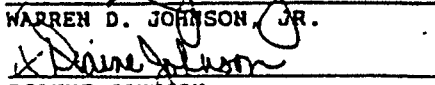
NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor does hereby (i) confirm and ratify that the Guarantee remains in full force and effect, in accordance with its terms, and (ii) acknowledges, ratifies and confirms that the Guarantee shall unconditionally guarantee the payment of the Note by the New Borrower.

IN WITNESS WHEREOF, the Guarantor has executed this instrument the day and year first above written.

Signed, sealed and delivered
in the presence of:





WARREN D. JOHNSON, JR.


DIANNE JOHNSON



Southeast Bank, N.A.
1 Southeast Financial Center
Real Estate Banking - 17th Floor
Miami, Florida 33131

Page 00

Note: To avoid late charges, please
remit payment on or before
02-15-91

WARREN D. JOHNSON, JR., AS TR.
511 S.W. BAY POINTE CIRCLE
PALM CITY, FL 34990

Statement for period ending
01/31/91

Loan: 250001 Cost: 5744 Type: 300

Please Remit: \$5,441.6

----- CURRENT BALANCES -----

Loan number : 250001	Borrower's Funds balance :	0.0
Loan amount : \$2,500,000.00	Interest Reserve balance :	0.0
Billing rate: 10.5000% VARIABLE	Total Principal undisbursed:	0.0
Rate/Spread : 1.0000%	Total Principal disbursed :	2,500,000.0
Late charge : 5.0000%	Total Interest paid Y-T-D :	5,683.7

----- PERIOD SUMMARY -----

Starting Principal balance:	\$600,000.00	
Loan Funds disbursed :	0.00	----- CURRENT CHARGES -----
Principal repaid :	0.00	Interest owed : \$5,441.6
Ending Principal balance :	\$600,000.00	Late Charges owed : 0.0
		Principal owed : 0.0
Borrower's Funds disbursed:	0.00	Fees owed : 0.0
Interest payments made :	5,683.32	
Late charge payments made :	0.00	STATEMENT AMOUNT : \$5,441.6
Fee payments made :	0.00	

----- DETAIL OF CURRENT CHARGES -----

----- INTEREST DETAIL -----	----- LATE CHARGE DETAIL -----
Estimated : 0.00	Outstanding : 0.0
Adjusted : 0.00	Current period due: 0.0
Delinquent : 0.00	----- PRINCIPAL DETAIL -----
Other adjustments : 0.00	Past due : 0.0
Current period due: 5,441.67	Current period due: 0.0



Southeast Bank, N.A.
1 Southeast Financial Center
Real Estate Banking - 17th Floor
Miami, Florida 33131

Page 002

WARREN D. JOHNSON, JR., AS TR.
511 S.W. BAY POINTE CIRCLE
PALM CITY, FL 34990

Loan: 250001 Cost: 5744 Type: 300

Eff Date	Trn Cod	Description	Budget Number	Vouchr Number	Check Number	Transaction Amount	Amount applied to Principal	Interest
01/03/91	555	INT.RATE CHANGE-12				9.50		
01/10/91	304	INTEREST PAYMENT			IP	5,683.32		5,683.32



Southeast Bank, N.A.
1 Southeast Financial Center
Real Estate Banking - 17th Floor
Miami, Florida 33131

Page 001

Note: To avoid late charges, please
remit payment on or before
03-14-91

WARREN D. JOHNSON, JR., AS TR.
511 S.W. BAY POINTE CIRCLE
PALM CITY, FL 34990

Statement for period ending
02/28/91

Loan: 250001 Cost: 5744 Type: 300

Please Remit: \$4,708.34

		----- CURRENT BALANCES -----	
Loan number :	250001	Borrower's Funds balance :	0.00
Loan amount :	\$2,500,000.00	Interest Reserve balance :	0.00
Billing rate :	10.0000% VARIABLE	Total Principal undisbursed:	0.00
Rate/Spread :	1.0000%	Total Principal disbursed :	2,500,000.00
Late charge :	5.0000%	Total Interest paid Y-T-D :	11,124.96

----- PERIOD SUMMARY -----			
Starting Principal balance:	\$600,000.00	----- CURRENT CHARGES -----	
Loan Funds disbursed :	0.00	Interest owed :	\$4,708.34
Principal repaid :	0.00	Late Charges owed :	0.00
Ending Principal balance :	\$600,000.00	Principal owed :	0.00
Borrower's Funds disbursed:	0.00	Fees owed :	0.00
Interest payments made :	5,441.67	STATEMENT AMOUNT :	\$4,708.34
Late charge payments made :	0.00		
Fee payments made :	0.00		

----- INTEREST DETAIL -----		----- LATE CHARGE DETAIL -----	
Estimated :	0.00	Outstanding :	0.00
Adjusted :	0.00	Current period due:	0.00
Delinquent :	0.00	----- PRINCIPAL DETAIL -----	
Other adjustments :	0.00	Past due :	0.00
Current period due:	4,708.34	Current period due:	0.00



Southeast Bank, N.A.
1 Southeast Financial Center
Real Estate Banking - 17th Floor
Miami, Florida 33131

Page 002

WARREN D. JOHNSON, JR., AS TR.
511 S.W. BAY POINTE CIRCLE
PALM CITY, FL 34990

Loan: 250001 Cost: 5744 Type: 300

Eff Date	Trn Cod	Description	Budget Number	Vouchr Number	Check Number	Transaction Amount	Amount applied to Principal	Interest
02/06/91	555	INT.RATE CHANGE-12				9.00		
02/15/91	304	INTEREST PAYMENT			DDA	5,441.67		5,441.67



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Miami, Florida 33131

Page 001

Note: To avoid late charges, please
remit payment on or before
04-15-91

WARREN D. JOHNSON, JR., AS TR.
511 S.W. BAY POINTE CIRCLE
PALM CITY, FL 34990

Statement for period ending
03/31/91

Loan: 250001 Cost: 5744 Type: 300

Please Remit: \$5,166.68

-----		CURRENT BALANCES		-----	
Loan number :	250001	Borrower's Funds balance :			0.00
Loan amount :	\$2,500,000.00	Interest Reserve balance :			0.00
Billing rate:	10.0000% VARIABLE	Total Principal undisbursed:			0.00
Rate/Spread :	1.0000%	Total Principal disbursed :		2,500,000.00	
Late charge :	5.0000%	Total Interest paid Y-T-D :		15,833.30	

----- PERIOD SUMMARY -----

Starting Principal balance:	\$600,000.00	----- CURRENT CHARGES -----	
Loan Funds disbursed :	0.00	Interest owed :	\$5,166.68
Principal repaid :	0.00	Late Charges owed :	0.00
Ending Principal balance :	\$600,000.00	Principal owed :	0.00
Borrower's Funds disbursed:	0.00	Fees owed :	0.00
Interest payments made :	4,708.34	STATEMENT AMOUNT :	\$5,166.68
Late charge payments made :	0.00		
Fee payments made :	0.00		

----- DETAIL OF CURRENT CHARGES -----

----- INTEREST DETAIL -----		----- LATE CHARGE DETAIL -----	
Estimated :	0.00	Outstanding :	0.00
Adjusted :	0.00	Current period due:	0.00
-----		----- PRINCIPAL DETAIL -----	
Delinquent :	0.00	Past due :	0.00
Other adjustments :	0.00	Current period due:	0.00
Current period due:	5,166.68		



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Miami, Florida 33131

Page 002

WARREN D. JOHNSON, JR., AS TR.
511 S.W. BAY POINTE CIRCLE
PALM CITY, FL 34990

Loan: 250001 Cost: 5744 Type: 300

Eff Date	Trn Cod	Description	Budget Number	Vouchr Number	Check Number	Transaction Amount	Amount applied to Principal	Interest
03/08/91	304	INTEREST PAYMENT			DDA	4,708.34		4,708.34



Southeast Bank, N.A.
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Miami, Florida 33131

Page 00

Note: To avoid late charges, please
remit payment on or before
05-15-91

WARREN D. JOHNSON, JR., AS TR.
511 S.W. BAY POINTE CIRCLE
PALM CITY, FL 34990

Statement for period ending
04/30/91

Loan: 250001 Cost: 5744 Type: 300

Please Remit: \$5,000.00

----- CURRENT BALANCES -----

Loan number : 250001	Borrower's Funds balance :	0.0
Loan amount : \$2,500,000.00	Interest Reserve balance :	0.0
Billing rate: 10.0000% VARIABLE	Total Principal undisbursed:	0.0
Rate/Spread : 1.0000%	Total Principal disbursed :	2,500,000.0
Late charge : 5.0000%	Total Interest paid Y-T-D :	21,000.0

----- PERIOD SUMMARY -----

Starting Principal balance:	\$600,000.00	
Loan Funds disbursed :	0.00	----- CURRENT CHARGES -----
Principal repaid :	0.00	Interest owed : \$5,000.00
Ending Principal balance :	\$600,000.00	Late Charges owed : 0.0
		Principal owed : 0.0
Borrower's Funds disbursed:	0.00	Fees owed : 0.0
Interest payments made :	5,166.68	
Late charge payments made :	0.00	STATEMENT AMOUNT : \$5,000.00
Fee payments made :	0.00	

----- DETAIL OF CURRENT CHARGES -----

----- INTEREST DETAIL -----	----- LATE CHARGE DETAIL -----
Estimated : 0.00	Outstanding : 0.0
Adjusted : 0.00	Current period due: 0.0
Delinquent : 0.00	----- PRINCIPAL DETAIL -----
Other adjustments : 0.00	Past due : 0.0
Current period due: 5,000.01	Current period due: 0.0



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1 Southeast Financial Center
Real Estate Banking - 17th Floor
Miami, Florida 33131

Page 00

WARREN D. JOHNSON, JR., AS TR.
511 S.W. BAY POINTE CIRCLE
PALM CITY, FL 34990

Loan: 250001 Cost: 5744 Type: 300

Eff Date	Trm Cod	Description	Budget Number	Vouchr Number	Check Number	Transaction Amount	Amount applied to Principal	Interest
04/05/91	304	INTEREST PAYMENT			DDA	5,166.68		5,166.68



Southeast Bank, N.A.
1 Southeast Financial Center
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Miami, Florida 33131

Page 001

Note: To avoid late charges, please
remit payment on or before
06-15-91

WARREN D. JOHNSON, JR., AS TR.
511 S.W. BAY POINTE CIRCLE
PALM CITY, FL 34990

Statement for period ending
05/31/91

Loan: 250001 Cost: 5744 Type: 300

Please Remit: \$4,916.6

-----		----- CURRENT BALANCES -----		-----	
Loan number :	250001	Borrower's Funds balance :			0.0
Loan amount :	\$2,500,000.00	Interest Reserve balance :			0.00
Billing rate:	9.5000% VARIABLE	Total Principal undisbursed:			0.0
Rate/Spread :	1.0000%	Total Principal disbursed :		2,500,000.0	
Late charge :	5.0000%	Total Interest paid Y-T-D :		26,000.0	

-----		----- PERIOD SUMMARY -----		-----	
Starting Principal balance:	\$600,000.00				
Loan Funds disbursed :	0.00			----- CURRENT CHARGES -----	
Principal repaid :	0.00			Interest owed :	\$4,916.6
Ending Principal balance :	\$600,000.00			Late Charges owed :	0.00
				Principal owed :	0.00
Borrower's Funds disbursed:	0.00			Fees owed :	0.0
Interest payments made :	5,000.01				
Late charge payments made :	0.00			STATEMENT AMOUNT :	\$4,916.6
Fee payments made :	0.00				

-----		----- DETAIL OF CURRENT CHARGES -----		-----	
----- INTEREST DETAIL -----		----- LATE CHARGE DETAIL -----			
Estimated :	0.00	Outstanding :			0.0
Adjusted :	0.00	Current period due:			0.0
		----- PRINCIPAL DETAIL -----			
Delinquent :	0.00	Past due :			0.00
Other adjustments :	0.00	Current period due:			0.0
Current period due:	4,916.66				



Southeast Bank, N.A.
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Miami, Florida 33131

Page 00

WARREN D. JOHNSON, JR., AS TR.
511 S.W. BAY POINTE CIRCLE
PALM CITY, FL 34990

Loan: 250001 Cost: 5744 Type: 300

Eff Date	Trn Cod	Description	Budget Number	Vouchr Number	Check Number	Transaction Amount	Amount applied to Principal	Interest
05/02/91	555	INT.RATE CHANGE-12				8.50		
05/08/91	304	INTEREST PAYMENT			DDA	5,000.01		5,000.01



Southeast Bank

July 1, 1991

Mr. Warren D. Johnson, Jr.
511 S.W. Bay Pointe Circle
Palm City, Florida 34990

Re: Southeast Bank \$600,000 Loan to Warren D. Johnson, Jr., as
Trustee - Loan #25001

Dear Mr. Johnson:

The Borrower of the above referenced loan failed to return to the Bank the signed June 12th Commitment Letter and the required fee by the June 24th deadline. As a result, please be advised that Southeast's agreement to extend the maturity date shall be subject to the changes included herein in what shall be known as the "modified commitment letter." Extension of the above referenced loan is subject to the following terms and conditions:

- Borrower: Warren D. Johnson, Jr., as Trustee
- Term: Extension of maturity for nine months to December 10, 1991.
- Interest Rate: Prime + 2%
- Extension Commitment Fee: 1% of the renewed loan amount (\$6,000).
- Personal Guarantees: All guarantors will reaffirm their existing joint and several guarantees of full repayment.
- Pre-Closing Conditions:
- 1) Prior to closing this extension, borrower will deposit \$39,500 into the existing interest reserve escrow account from which monthly loan interest payments will continue to be advanced.
 - 2) Borrower to provide the most recent balance sheet and operating statement on The Preserve at Palm-Aire ACLF.
 - 3) George Janke to provide a copy of his 1990 personal income tax return.
 - 4) Borrower to provide us with a Certified Copy of the liability insurance policy (not certificate) currently covering the subject property.

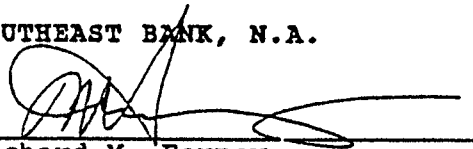
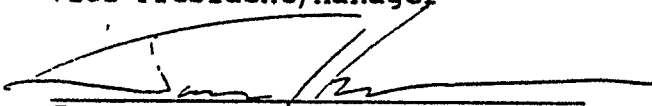
Mr. Warren D. Johnson
July 1, 1991
Page 2

- 5) Warren D. Johnson, Jr. and Diane Johnson are to provide a current joint personal financial statement (Warren, the statement you recently provided did not include your wife).
- 6) All costs required to close this loan extension including, but not limited to, bank counsel fees, title policy fees, filing fees. etc. will be paid by borrower.

All other terms and conditions of the existing note, mortgage and all other loan documentation will remain in full force and effect, unchanged except as outlined above. Please sign and return this letter with the required fee to Southeast at the letterhead address on or before July 9, 1991, with a subsequent closing which shall occur no later than July 19, 1991, or all provisions and terms of this commitment will become void with lender having no obligation thereunder. It is further understood that, given the matured loan status, time is of the essence regarding the borrower's efforts to meet all closing requirements and execute the extension and modified loan documents to be prepared by bank counsel.

Sincerely,

SOUTHEAST BANK, N.A.


Richard M. Forney
Vice President/Manager
James B. Harper
Assistant Vice President

03864

Mr. Warren D. Johnson
July 1, 1991
Page 3

AGREED AND ACCEPTED BY:

Warren D. Johnson, Jr., as Trustee

Date

Warren D. Johnson, Jr.

Date

Diane Johnson

Date

George Janke

Date

cc: Paul Hines, Esq.

E:/Extens.Ltr

03865

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND
FOR PALM BEACH COUNTY, FLORIDA

CASE NO: CL-92-1973-AN

GREAT WESTERN BANK,
a Federal Savings Bank,

Plaintiff,

vs.

WARREN D. JOHNSON, JR., as
Trustee and Individually,
WILLIAM R. HIBEL, as Trustee
and Individually, and
J.J. DORBEL CORP., a Florida
corporation,

Defendants.

FILED
92 JUL 29 PM 4:41
CLERK
COURT

CONSENT JUDGMENT

This action came before the Court on the agreement of the parties. Based on the current state of the record, and the agreement of the parties, it is Ordered and Adjudged that:

1. Plaintiff, GREAT WESTERN BANK, a federal savings bank, is due the following amounts under the Note and Mortgage sued on in this action:

- | | | |
|----|---|----------------|
| a. | Unpaid principal of the indebtedness under the Note and Mortgage as of December 1, 1991 | \$1,076,800.00 |
| b. | Plus interest on said principal from December 1, 1991 at \$320.049 per diem through July 21, 1992 | \$ 83,852.83 |
| c. | Late charges through July 21, 1992 | \$ 3,840.60 |
| d. | Advanced by Plaintiff for Defendant on Note, Mortgage and Assumption Agreement: | |
| | 1. Title search expenses | \$ 250.00 |
| | 2. Clerk's filing fee | \$ 98.00 |
| | 3. Service of process | \$ 55.00 |
| | 4. Appraisal Fee | \$ 6,000.00 |

5.	Environmental Phase I Audit Fee	\$ <u>3,908.30</u>
e.	Attorneys' Fees	\$9,006.50
f.	Costs	\$543.25
	SUBTOTAL:	\$1,184,354.48
g.	Impound Balance Credit	\$ <u>(2,052.79)</u>
	TOTAL	1,182,301.69

Said sum shall bear interest at the rate of twelve percent (12%) per year.

2. Plaintiff holds a lien for the total sum superior to any claim or estate of Defendants, WARREN D. JOHNSON, JR., WILLIAM R. HIBEL, as Trustee and individually and J.J. DORBEL CORP., on the property in Palm Beach County, Florida more particularly described as follows:

The North Half (N 1/2) of the West Half (W 1/2) of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 13, Township 44 South, Range 42 East, Palm Beach County, Florida, less the North 40 feet for canal right-of-way.

3. If the total sum with interest at the rate described in paragraph 1 and all costs accrued subsequent to this Judgment are not paid, the Clerk of this Court shall sell the property to the highest bidder for cash, in the ~~lobby in the southwest corner~~ of the first floor of the main Courthouse, 300 North Dixie Highway, West Palm Beach, Florida, at 11:00 o'clock a.m., on the 3rd day of September, 1992, in accordance with Section 45.031, Fla. Stat.

4. Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the Clerk if Plaintiff is not the purchaser of the property for sale. If Plaintiff is the purchaser, the Clerk shall credit Plaintiff's bid with the total sum with interest and costs accruing subsequent to this Judgment, or such part of it, as is necessary to pay the bid in full.

5. On filing the certificate of title, the Clerk shall distribute the proceeds of the sale, so far as they are sufficient by paying: first, all of Plaintiff's costs; second, documentary stamps affixed to the certificate; third, Plaintiff's attorney's fees; fourth, the total sum due to Plaintiff, less the items paid plus interest at the rate prescribed in paragraph 1 from this date to the date of the sale; and by retaining any remaining amount pending the further order of this Court.

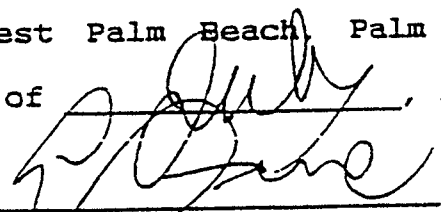
6. On filing the certificate of title, Defendants and all persons claiming under or against them since the filing of the Notice of Lis Pendens shall be foreclosed of all estate or claim of the property and the purchaser at the sale shall be let into possession of the property.

7. Jurisdiction of this action is retained to enter further orders that are proper including, without limitation, writs of possession.

8. On filing the certificate of title, the Receiver in this action, shall be discharged as Receiver, the Receiver's Bond shall be discharged and the Clerk of the Court shall return the original bond to the Receiver.

9. Defendant, WARREN D. JOHNSON, JR., may assert the affirmative defenses previously asserted in this action, as defenses to a motion for deficiency filed by the Plaintiff, if such a motion is filed.

ORDERED in Chambers in West Palm Beach, Palm Beach County, Florida this 29 day of July, 1992.


CIRCUIT COURT JUDGE
CASE NO.: CL-92-1973-AN

COPIES FURNISHED TO:

HOLLY DAVIDSON, ESQUIRE
KLUGER, PERETZ, KAPLAN & BERLIN, P.A.
2255 Glades Road, Suite 414 East
Boca Raton, FL 33431

CHARLES R.L. WHITE, ESQUIRE
535 East Indiantown Road
Jupiter, FL 33477

ROBERT D. CRITTON, JR., ESQUIRE
SLAWSON, BURMAN & CRITTON
712 U.S. Highway One, Suite 300
North Palm Beach, FL 33408

JOHNSON\CONSENT.JUD

EXHIBIT T

Southeast Bank, N.A.

July 29, 1988

I. EXECUTIVE SUMMARY

Approval is recommended herein for a \$1.8MM loan for the purpose of acquiring a 158-acre land parcel in Stuart, Florida. The land is 100% pre-sold to Warren Johnson (\$500M) and the Hovnanian Companies of Florida (\$2.2MM).

The obligor will be Fercal, Inc., a company 100% owned by the Principals and Guarantors of this loan - Kenneth Ferrari, Corrine Galvasina, and her husband, David Kouba. [These individuals bought the company exclusively for obtaining the purchase option on the land. Ferrari and Calvasina (combined net worth \$4.3MM) are highly respected leaders in the Stuart business community, and were referred to us by Paul Courtnell and Steve Page of Gunster, Yoakley. Ferrari is a partner in Lindahl, Browning, Ferrari, and Hellstrom, a very successful engineering firm. Calvasina has an excellent CPA practice in Stuart, and is President Elect of the Stuart Chamber of Commerce. (See Section III - Borrowers.)]

The condition for the closing of the \$2.7MM in sales contracts (our primary source of repayment), is final site plan approval from Martin County. The Borrowers have indicated (and confirmed by Gunster, Yoakley) that this approval should be obtained in approximately 6-6 months after final PUD approval and preliminary site plan approval. These two latter approvals (as well as acceptable legal opinion as to the likelihood of their receipt within this time frame), are conditions for the closing of this loan.

The property is appraised at \$3.8MM (47% LTV) by Harold Butterfield, MAI of Indian River Appraisers (July 6, 1988).

The Borrowers have contributed approximately \$485M in cash to the property (20%), and in addition, will deposit another \$200M with Southeast Bank at the closing, which will be used to fund the interest on the loan (approximately one year).

*this is at time
where AS took position
w g k arrived on 1 yr.
before
YET representing to
SE - exists
of k!*

*redacted
from Production
to Plaintiff*

Page 2

II. SUMMARY OF TERMS

Obligor: Fercal Inc.

Amount: \$1.8MM

Rate: Southeast Bank's Prime + 1 1/4%

Fee: 1 1/4% (\$22,500)

Term: 1 Year, Interest only

Guarantors: Full, joint and several from
Kenneth Ferrari
Corrine Calvasina
and David Kouba

Collateral: First Mortgage on 158.4 acres of
property in Stuart, Florida.

Assignment of sales contracts (Hovnanian and
Johnson)

III. BORROWERS

Kenneth F. Ferrari - Mr. Ferrari, 49, moved to Stuart in 1972 to become Martin County Engineer; a position he held until 1976 when he became one of the principals in the engineering firm of Lindahl, Browning, Ferrari, and Hellstrom (LBFH). The company has grown into one of the largest and well-respected engineering firms in the area (four offices and approximately 200 employees), according to Paul Courtnell of Gunster, Yoakley, Criser and Stewart, as well as Randy Haisfield of R.H. Properties, a valued Southeast Bank customer. (See Reference Checks - Exhibit A.)

Ferrari is extremely active locally, as he is past President of Martin County Chamber of Commerce and founding member of Martin County Economic Council. Presently, he serves on the Board of Directors of Barnett Bank of Martin County.

Redacted
from Produc-
tion to
Plaintiff

[Ferrari has a net worth of \$1.6MM, which is concentrated in real estate holdings and company stock. The 1985 and 1986 personal tax returns indicated an increase of 10% (from \$78.5M to \$86M) in personal income. As stated, there is little reliance placed on the guarantors due to the ~~sales contracts~~ and the \$200M collateralized account established for interest payments. (See Exhibit B.)]

Page 3

Redacted from
Production
to Plaintiff

Corrine Calvasina (and David Kouba) - Ms. Calvasina opened her own CPA firm in Stuart in 1980 after 15 years with Peat, Marwick and Mitchell. Calvasina will be an excellent source of business referrals as she is President Elect of the Martin County Chamber of Commerce, past President of the Martin County Estate Planning Council, and Stuart's "Woman of the Year" in 1982. [Since the introduction by Gunster, Yoakley, Calvasina has moved all of her personal and business accounts, which total over \$115M, to Southeast Bank.]

[The 12/31/87 financial statement of Calvasina and Kouba, indicated a net worth of \$2.73MM. The 1986 personal tax return showed a gross income of \$75.5M; however, Calvasina and company have already booked \$162M in professional fees in the past 4 months of 1988. (See Exhibit C.)]

IV. PROPERTY

The property consists of an unimproved 158.4 acre, riverfront tract on the east side of Mapp Road in greater Stuart, in Martin County. The site is located on the westerly side of the North Fork of the St. Lucie River, and contains approximately 1850 feet of river frontage. (See Exhibit D - Location Map.) Approximately 70 acres of the site are wetlands, which will not be altered in any way. The sales contract contemplates these environmentally sensitive wetlands, and all approvals are obtained in this regard.

The Borrowers are seeking PUD approval for the subject site as Harbour Pointe, a 271-unit project consisting of one two-story building (containing 16 units) and five three-story buildings (containing 120 units), 115 zero lot line homesites, and 20 single-family estate lots. (See Exhibit E - Preliminary Development Plan.) As stated, final PUD approval and preliminary site plan approval are a condition for the closing of this loan.

V. SOURCE/REPAYMENT

The primary source of repayment is through the closing of the sales contracts totalling \$2.7MM, and which are conditioned upon final site plan approval. These sales contracts (Exhibit F.) will be reviewed by Counsel as to their enforceability, as will the site plan approval, to ensure the target dates are realistic.

The MAI appraisal indicates a \$3.8MM value or \$14M/unit, once these approvals are received. This compares favorably to other projects in the area, including another Hovnanian project, 100% sold out, approximately one mile from the site. The tax assessed

Southeast Bank

MORTGAGE LOAN REPORT

DATE 8-11-88	BANKING CENTER AT PG-REAL ESTATE BANKING	Case No. 88-670-CA
BORROWER FERCAL, INC.	PRINCIPALS KENNETH FERRARI, CORRINE CALVASINA, DAVID	By PG ID# BX 45
CITY STUART	COUNTY A MARTIN	Fixed 8-14-91
TYPE FACILITY LAND ACQUISITION	AMOUNT \$1,800,000.00	59-2812557
SIC CODE	INTEREST RATE SFB D- 1 1/4 %	COMMITMENT FEE \$22,500.00
BALANCES REQUIRED	TERM 12 MONTHS	NOT REQUIRED BEST EST. %
	WRITTEN UNUSED %	VERBAL USED %

TYPE OF SECURITY First mortgage on 158.4 acres of property in Stuart, Assignment of Sales Contracts
 LOCATION (STREET ADDRESS, CITY & STATE OR COUNTRY) Riverfront tract on east side of Mapp Road, Martin County, Stuart, FL (west side of south for. of St. Lucie River)

HARD	SOFT	TOTAL	TO VALUE 47 %	OTHER-IE PER SQ. FT., UNIT, ETC. \$14M per unit
APPAISED VALUE \$3,800,000.00	DATE OF APPRAISAL July 6, 1988		TO HARD %	
APPAISED BY Harold Butterfield, MA Indian River Appraisers			TO TOTAL COST 72 %	

PRIMARY SOURCE OF REPAYMENT Closing of sales contracts totalling \$2.7MM	SECONDARY SOURCE OF REPAYMENT Refinance
AMOUNT OF EQUITY \$685,000.00	SOURCE OF EQUITY Principal's cash
SOURCES OF INTEREST CARRY \$200,000.00 Southeast Bank pledged account #303-517973	
GUARANTORY/ENDORSE Kenneth Ferrari, Corrine Calvasina, David Kouba	
SPECIAL CONDITIONS (1) Final PD plan approval from Martin County (2) Preliminary site plan approval from Martin County (3) Update financial on all Guarantors (4) Release price fee of 1/2% on 28 acre Johnson parcel	
TOTAL EXPOSURE \$1,800,000.00	OTHER RELATED DEBT



LOAN INFORMATION (S000's omitted)		AVERAGE DEPOSIT BALANCES DDA (S000's omitted)		CUSTOMER SINCE	
MOST RECENT 12 MONTHS	PREVIOUS 12 MONTHS	PAST () MONTHS	PRIOR YEAR	ASSIGNED GROUP	UNIT CODE
HIGH CREDIT	HIGH CREDIT	AVG 300K \$60M	AVG. 300K	B-REal Estate	2840
AVG. CREDIT	AVG. LOAN	1/2	1/2	LOAN YIELD	CREDIT GRADE
OUT OF DEBIT	OUT OF DEBIT	P/L	P/L	APPROVAL DATE	REVIEW DATE
FROM TO	FROM TO			RATING BOND	RATING PAPER

LOAN AUTHORIZATIONS	LOAN AUTH. CODE	EST. CREDIT GRADE	OFF. CODE	OTHER BANK RELATIONS
ASSIGNED OFFICER Gilbert J. Domar	PG	4	AH	
CONCURRING OFFICER Karen K. B...				
CONCURRING OFFICER ...				



MORTGAGE LOAN REPORT

ATE	BANKING CENTER/AF	ATE	REGION
8-1-88	PB-Real Estate Banking	8/14/91	8
BORROWER		FILED	
FERCAL, INC.			
PRINCIPALS			
Kenneth Ferrari, Corrine Calvasina, David Kouba			
CITY		COUNTY AND STATE	
Stuart		Martin County, Florida	
TYPE FACILITY		AMOUNT	TAX I.D. NO.
Land acquisition		\$1,800,000.00	
SIC CODE	INTEREST RATE	TERM	COMMITMENT FEE
	SEB P + 1 1/4 %	12 Months	\$22,500.00
BALANCES REQUIRED	<input type="checkbox"/> WRITTEN <input type="checkbox"/> UNUSED	<input type="checkbox"/> VERBAL <input type="checkbox"/> USED	<input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> BEST EST

- ☒ NEW
- ☐ RENEW
(S _____ Reduction)
- ☐ ANNUAL REVIEW
- ☐ AMEND
- ☐ CANCEL

60401
8/280

TYPE OF SECURITY First Mortgage on 158.4 acres of property in Stuart, Assignment of Sales Contracts
PURPOSE Acquire 158-acres of land in Stuart, FL
LOCATION (STREET ADDRESS, CITY & STATE OR COUNTRY) Riverfront tract on east side of Mapp Road, Martin County, Stuart, FL (west side of north fork of St. Lucia River)

HARD	SOFT	TOTAL	TO VALUE	OTHER I.E. PER SQ. FT., UNIT, ETC.
			47%	\$14M per unit
APPROAISED VALUE	DATE OF APPRAISAL		TO HARD	
\$3,800,000.00	July 6, 1988			
APPROAISED BY			TO TOTAL COST	
Harold Butterfield, MAI, Indian River Appraisers			72%	

PRIMARY SOURCE OF REPAYMENT	SECONDARY SOURCE OF REPAYMENT
Closing of sales contracts totalling \$2.7MM	Refinance
AMOUNT OF EQUITY	SOURCE OF EQUITY
\$685,000.00	Principal's cash
SOURCES OF INTEREST CARRY	
\$200,000.00 Southeast Bank pledged account	
GUARANTORY/ENDORSE	
Kenneth Ferrari, Corrine Calvasina, David Kouba	
SPECIAL CONDITIONS	
(1) Final PUD plan approval from Martin County	
(2) Preliminary site plan approval from Martin County.	
3) Update permit on all questions. DD	
TOTAL EXPOSURE	
1,800,000	
OTHER RELATED DEBT	

LOAN INFORMATION (\$000's omitted)		AVERAGE DEPOSIT BALANCES DDA (\$000's omitted)		CUSTOMER SINCE	
MOST RECENT 12 MONTHS	PREVIOUS 12 MONTHS	PAST (____) MONTHS	PRIOR YEAR	ASSIGNED GROUP	UNIT CODE
HIGH CREDIT	HIGH CREDIT	AVG. BOOK \$60M	AVG. BOOK	PB-Real Estate	2840
AVG. CREDIT	AVG. LOAN	1/E	1/E	LOAN YIELD	CREDIT GRADE
OUT OF DEBIT	OUT OF DEBIT	P/L	P/L	APPROVAL DATE	REVIEW DATE
FROM TO	FROM TO			RATING BOND	RATING PAPER

LOAN AUTHORIZATIONS		LOAN AUTH. CODE	EST. CREDIT GRADE	OFF CODE	OTHER BANK RELATIONS
ASSIGNED OFFICER					\$50M Savings
CONCURRING OFFICER					
CONCURRING OFFICER					
CONCURRING OFFICER					

BE

Southeast Bank, N.A.

PLAINTIFFS
EXHIBIT

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9-13-81 DSR

August 2, 1988

FERCAL, INC.
c/o Lindahl, Browning, Ferrari,
and Hellstrom, Inc.
10 Central Parkway
Suite 420
Stuart, Florida 33497

Attention: Mr. Kenneth Ferrari

Re: \$1,800,000.00 Land Acquisition Loan; SOUTHEAST BANK,
N.A. to FERCAL, INC.; 158 acres in Martin County,
Florida (the "Property").

Gentlemen:

SOUTHEAST BANK, N.A., a national banking association, ("SOUTHEAST BANK") has conditionally agreed to make a first mortgage loan to you (the "Loan") to facilitate your acquisition of the Property upon, and in strict compliance with, the following terms and conditions:

BORROWER

FERCAL, INC.
(a Florida corporation)

LOAN AMOUNT

ONE MILLION EIGHT HUNDRED THOUSAND AND 00/100 DOLLARS
(\$1,800,000.00)

TERM

The term of the Loan (the "Term") will be one (1) year.

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INTEREST RATE

The Loan will bear interest at an annual rate equal to SOUTHEAST BANK's Prime Rate plus one and one-quarter (1.25) percentage points. The rate will change as SOUTHEAST BANK's Prime Rate changes.

PAYMENT TERMS

Interest only on outstanding principal balances will be payable monthly in arrears at the foregoing rate throughout the Term of the Loan. Principal and any accrued interest will be due and payable at maturity.

GUARANTOR(S)

The following three (3) individuals will jointly and severally guaranty the repayment of the Loan:

KENNETH FERRARI
- and -
CORRINE CALVASINA
- and -
DAVID KOUBA

COMMITMENT FEE

In consideration of the undertakings herein incurred by SOUTHEAST BANK, Borrower hereby agrees to pay SOUTHEAST BANK as and for a fee for the issuance of this commitment the sum of TWENTY-TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$22,500.00). Any fee paid by Borrower in connection with an application for this Commitment will be credited against the commitment fee.

LOCATION OF PROJECT

East side of Mapp Road, Stuart, Martin County, Florida, (approximately 1,350 feet of river frontages on the South fork of the St. Lucie River).

SECURITY

The security for the repayment of the Loan shall be a first mortgage, Security Agreement and UCC-1 Financing Statements on the Property and any improvements thereto, if any; the Guarantys required hereby; Assignment of all development rights

to the Property; Assignment of existing purchase and sale agreements between (i) Borrower and Warren Johnson in the amount of \$500,000.00 and (ii) between Borrower and Hovnanián Companies of Florida in the amount of \$2,200,000.00 (approximately); Pledge of Interest Account; and such other security as required by SOUTHEAST BANK.

PREPAYMENT

During the entire Term of the Loan Borrower will have the privilege of prepaying the Loan in whole or in part without penalty, but only upon sixty (60) days prior written notice and provided that the Borrower is not in default of any of its obligations under the Note, Mortgage or any other document related thereto both as of the date of such notice and the date of prepayment.

GENERAL CONDITIONS

A. Survey

At least ten (10) days prior to the closing of the Loan, counsel to SOUTHEAST BANK shall be furnished with a survey of the Property dated no earlier than the date of this commitment, prepared by a registered, certified land surveyor or engineer clearly delineating all existing improvements, encroachments, easements and rights-of-way abutting or affecting any part of the subject premises.

The survey must meet all of SOUTHEAST BANK's Survey Requirements, which require, among other things, that the Survey be sealed and state on its face that it meets the Minimum Technical Standards for Land Surveying in Florida as adopted under the authority of Chapter 472.027, Florida Statutes by the Department of Professional Regulation, Board of Professional Land Surveyors and complies with Chapter 21 HH-6 of the Florida Administrative Code. The survey must be certified both to SOUTHEAST BANK and to the title insurance company providing the mortgagee title insurance policy.

B. Hazard Insurance

Borrower must provide such paid policies of insurance at or prior to closing as SOUTHEAST BANK may request, including fire and extended coverage. Insurance must be written by a company licensed in the State of Florida possessing a general policyholders rating of "A" or better and a financial rating of Class XII or better according to the then current Best's Key Rating Guide. SOUTHEAST BANK must

be named in said certificates as a loss payee under a so-called standard form "N.Y. -Mortgagee/Without Contribution Clause" and such insurance shall not be terminable without ten (10) days prior written notice to SOUTHEAST BANK. If the Property is improved, SOUTHEAST BANK shall also be furnished with flood and sprinkler leakage coverage in the absence of proof that such coverage is not required for the subject location or SOUTHEAST BANK's waiver, as the case may be.

C. Liability Insurance

In addition to hazard insurance, SOUTHEAST BANK will require public liability and property damage insurance, in company and form satisfactory to SOUTHEAST BANK, for not less than One Million Dollars (\$1,000,000). A certificate from the insurance company as to liability coverage, as distinguished from submission of original policy, will be acceptable if accompanied by SOUTHEAST BANK's Certificate of Insurance form.

D. Title Insurance

At least ten (10) days prior to the closing of the Loan, Borrower shall furnish to SOUTHEAST BANK's counsel a commitment to issue a mortgagee's title insurance policy reflecting the state of title to the Property as of a then current date. Additionally, at the closing of the Loan SOUTHEAST BANK shall be furnished with a policy of title insurance in the principal amount of the Loan written on a title insurance company acceptable to SOUTHEAST BANK, insuring that the mortgage in favor of SOUTHEAST BANK is an absolute first lien; and such title insurance policy shall contain neither an exception for unrecorded mechanics', laborer's or materialmen's liens nor for facts that an accurate survey would disclose and shall otherwise comply with SOUTHEAST BANK's Uniform Title Standards which SOUTHEAST BANK's counsel will provide to the person or entity issuing the title commitment and policy. The cost of the title commitment and title insurance policy shall be paid by the Borrower.

E. CERCLA Certificate

Congress has enacted the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA" or "Superfund Act") (42 U.S.C. Section 9601 et seq) which provides the Environmental Protection Agency broad powers to impose liability for cleaning up toxic contamination in soil and ground water.

At least ten (10) days prior to closing of the Loan, Borrower shall (i) furnish to SOUTHEAST BANK's counsel a certificate (the "CERCLA Certificate") from a licensed, certified professional engineer acceptable to SOUTHEAST BANK and in form as provided by SOUTHEAST BANK's counsel, and (ii) furnish SOUTHEAST BANK's engineer with that technical data (including, without limitation, the soil boring map and log and chemical analysis of soil samples) upon which Borrower's engineer relied in executing and delivering the CERCLA Certificate.

SOUTHEAST BANK's engineer will have to review the foregoing material and opine to SOUTHEAST BANK as to the acceptability of Borrower's engineer's analysis and conclusions as evidenced by the CERCLA Certificate. Borrower will be charged for SOUTHEAST BANK's engineer's work in regard to the CERCLA Certificate.

F. Place and Date of Closing

Subject to satisfaction or completion of or compliance with, as the case may be, each and every term, provision and condition hereof, this Loan shall be closed, at Borrower's expense, by counsel for SOUTHEAST BANK, to wit - Steel Hector & Davis.

G. Compliance with Law

At closing, SOUTHEAST BANK shall be furnished with both a certificate from Borrower and such other proofs as are requested, to the effect that the Borrower has complied with and will, during the life of the Loan, comply with all governmental regulations including, but not limited to, environmental protection agencies, Office of Safety and Health Administration, and any or all equal opportunity laws or regulations.

H. Legal Rights and Authority

If the Borrower is a corporation, or a partnership, it must furnish SOUTHEAST BANK with proof that it is a duly authorized entity qualified to do business in the State of Florida, and SOUTHEAST BANK shall be furnished with documentation in proper form and substance satisfactory to SOUTHEAST BANK's counsel verifying that the execution and the delivery of the Loan documents are authorized and will constitute valid, binding obligations enforceable and in accordance with their respective terms. Examples of

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documents required to be provided under this condition could include, without limitation: _certified copies of Articles of Incorporation and By-Laws or Certificate of Limited Partnership, good-standing certificates (for the state or nation of incorporation as well as State of Florida).

I. Confirmation of Solvency

At the time of initial and any subsequent disbursements, SOUTHEAST BANK may, in its sole discretion, require that it be provided with satisfactory evidence that there is not pending against applicant, any party guaranteeing the Loan, or any principals of applicant (i.e., partners or principal stockholders) a petition in bankruptcy, whether voluntary or otherwise, any assignment for the benefit of creditors, any petition seeking reorganization or arrangements under the Federal bankruptcy laws of The United States or of any state thereof, or any other action brought under the aforesaid bankruptcy laws.

J. Florida Transaction

Regardless of where any of the loan documents are finally executed by the Borrower, this loan shall be a Florida transaction; and, accordingly, the loan documents shall bear appropriate Florida Revenue Stamps and Intangible Tax which shall be paid by the Borrower.

K. Assignability

Neither the commitment nor the loan proceeds shall be assignable by the Borrower without the prior written consent of SOUTHEAST BANK.

L. Extension of Commitment

Any extension of the expiration date of this commitment shall be solely at the discretion of SOUTHEAST BANK.

M. Assignment by SOUTHEAST BANK

At any time prior to closing, SOUTHEAST BANK at its sole option, may assign this commitment to any of its wholly-owned subsidiary companies which will then fund the loan and become the lender of record.

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N. Borrower's Failure to Perform

Insofar as performance by the Borrower is concerned, time is of the essence and in the event Borrower fails to meet any deadlines, including the one established for closing the Loan, or comply with any of the requirements contained in any provision of this commitment, such failure to meet the specified deadlines or comply with such requirements automatically bestows upon SOUTHEAST BANK the option, acting again in its sole and unfettered discretion, to terminate and cancel this commitment and any other appurtenant documents. In the event this commitment expires by its terms or if SOUTHEAST BANK exercises its option to cancel this commitment, for the foregoing reasons, Borrower will forfeit and SOUTHEAST BANK will retain the entire Commitment Fee specified herein as liquidated damages to compensate it for time spent, labor and services performed, loss of interest and any other losses incurred by it in connection with the closing of the transaction contemplated hereby.

O. Attorney's Fees and Costs in the Event Loan Does Not Close

The Borrower agrees that should this loan fail to close for any reason other than the arbitrary refusal of SOUTHEAST BANK to close, that SOUTHEAST BANK's counsel shall be entitled to be reimbursed for any of their out-of-pocket costs and to be paid a reasonable fee for its services through the expiration date of this commitment, and Borrower agrees that such fee shall be paid by Borrower immediately upon receipt of a statement.

P. Professional Inspections

Prior to closing, SOUTHEAST BANK may require that an independent engineer or inspection service satisfactory to SOUTHEAST BANK inspect the Property to determine the presence of hidden conditions, defects or deficiencies, including soil conditions. Similarly, SOUTHEAST BANK at any time subsequent to closing and during the term of the Loan, may require that an independent engineer or inspection service satisfactory to SOUTHEAST BANK inspect the Property. The fees for said architect, engineer or service shall be paid by the Borrower. Should this loan fail to close for any reason other than the arbitrary refusal of SOUTHEAST BANK to close, the aforesaid fees shall be paid immediately by the Borrower and the Borrower understands that this fee shall not be paid out of so much of the commitment fee as is retained by SOUTHEAST BANK.

SOUTHEAST BANK must be satisfied with the content of each report made in connection with any inspection made pursuant hereto.

Q. Utilities.

Borrower shall supply SOUTHEAST BANK with satisfactory evidence that all utilities (public or private) are currently available to the subject premises; that the premises do not lie within an area affected, or threatened to become affected, by any water or sewer moratorium; that the utilities supplying water or accepting sewage or other form of waste water are fully functional and have sufficient capacity to serve the subject project both as at the date of closing and subsequent to completion and that all necessary water and sewer lines are at least to the property line of the Property. Letters under seal from utilities currently operating under valid certificates of public necessity shall meet the requirements of this condition.

R. Loan Documentation

At closing Borrower shall properly execute and/or deliver the following documents: (The following list is intended to be illustrative not comprehensive or exhaustive.)

1. Promissory Note;
2. Mortgage and Security Agreement;
3. Guarantys required hereby;
4. UCC-1 Financing Statements;
5. Financial Statements of Borrower and Guarantor(s), certified if required by SOUTHEAST BANK;
6. Assignment of Development Rights;
7. Assignment of Purchase and Sale Agreements;
8. Estoppel Certificates from Purchasers;
9. Opinion of Borrower's Florida counsel to the effect, among other things, that the loan documents contemplated hereby will be valid, duly executed and enforceable in accordance with their terms;
10. CERCLA Certificate required by General Condition E. above;

11. Indemnity Agreement regarding Hazardous Substances in form and content acceptable to SOUTHEAST BANK's legal counsel and executed by both the Borrower and Guarantor(s), if any;
12. Certified copy of Resolution, if Borrower is a corporation, authorizing the execution and delivery of all the Loan documents;
13. Pledge Agreement for Interest Account; and
14. Such other documents as SOUTHEAST BANK or its counsel may reasonably require.

S. Acknowledgment of Applicable Federal Law

You acknowledge that you have read and understand the following excerpt from Title 18 of the United States Code Section 1014 -

"Whoever knowingly makes any false statement or report ... for the purpose of influencing in any way the action of ... any bank the deposits of which are insured by the Federal Deposit Insurance Corporation ... upon any application ... or loan ... shall be fined not more than \$5,000.00 or imprisoned not more than two years or both."

T. Waiver of Jury Trial

SOUTHEAST BANK and Borrower hereby knowingly, voluntarily and intentionally waive the right either may have to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with the Loan and any agreement contemplated to be executed in conjunction therewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party. This provision is a material inducement for SOUTHEAST BANK entering into the Loan.

U. Early Termination

Prior to the closing date, SOUTHEAST BANK may terminate this commitment in the event that:

1. any information, representation or material provided, made or submitted by Borrower supporting Borrower's seeking the Loan shall prove to be inaccurate or shall become inaccurate as a result of subsequent events;

2. the Borrower shall fail to comply with any of the terms, provisions or conditions hereof;
3. the Borrower or Guarantor(s) shall (i) apply for or consent to the appointment of a receiver, trustee or liquidator for it or any of its Property, (ii) admit in writing an inability to pay its debts as they mature or fail to pay its debts as they mature, (iii) make a general assignment for the benefit of creditors, (iv) be adjudicated as bankrupt or insolvent, (v) file a voluntary petition in bankruptcy or an answer seeking reorganization, insolvency, readjustment of debt, dissolution or liquidation under any law or statute or a petition shall be filed against it in any proceeding under any such law or statute;
4. the financial condition, operations, or assets of the Borrower or Guarantor(s) shall have changed unfavorably, in the opinion of SOUTHEAST BANK, in any material respect from the financial condition, operations or assets of Borrower as heretofore represented to the Lender; or
5. any material adverse action, suit or proceeding shall be instituted or threatened against the Borrower or the Guarantor(s).

SPECIAL CONDITIONS

The Closing of the Loan is expressly subject to and conditioned upon the satisfaction, fulfillment or waiver, as the case may be, of each of the following:

AA. SOUTHEAST BANK shall have received, reviewed and approved of an appraisal of the Property.

BB. The Mortgage and Security Agreement shall contain the following paragraph:

That the mortgagor will not encumber, by mortgage or otherwise, or sell, convey, assign, transfer or otherwise dispose of its interest in the premises or the mortgagor, as the case may be, or any part thereof, or change or allow a material change in the identity or control of the mortgagor (other than through death) without first obtaining the prior written consent of the mortgagee to such event, and the whole of the principal sum and interest shall become due at

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the option of mortgagee upon such further encumbrance, by mortgage or otherwise, or the sale, conveyance, assignment, transfer, or other disposition, or upon the occurrence of a material change in the identity or control of the mortgagor (other than through death), without such prior written consent of the mortgagee. The provisions of this Article shall apply to each and every such encumbrance, conveyance, assignment, sale, transfer, or other disposition, regardless of whether or not the mortgagee has consented to, or waived by its action or inaction its rights hereunder with respect to, any such previous further encumbrance, conveyance, assignment, sale, transfer or other disposition.

CC. Evidence of (i) final PUD zoning approval, (ii) preliminary site plan approval, (iii) final site plan approval is obtainable in the normal course of business not to exceed the Term of the Loan to be provided to SOUTHEAST BANK not less than five (5) days prior to Loan closing. Evidence of each approval shall be subject to the sole discretion of SOUTHEAST BANK.

DD. At the time of the Loan closing, Borrower shall deposit to a demand account, with SOUTHEAST BANK, the sum of \$200,000.00, which amount shall be debited to pay interest as accrued on the Loan. The account shall be otherwise generally pledged as additional security for the Loan.

EE. The Loan Documents shall prohibit secondary financing without the prior written approval of SOUTHEAST BANK.

FF. Subject to SOUTHEAST BANK's review and approval of (i) Sale and Purchase Agreements set forth in the "SECURITY" Section of this commitment, (ii) Guarantors' Stock Purchase Agreement for the Borrower corporation, and (iii) Borrower's Contract for the requisition of the Property.

SUMMARY AND ACCEPTANCE

The Loan shall be made without cost to SOUTHEAST BANK. Assuming no unforeseen or unusual legal complications which would require an adjustment in its fee, SOUTHEAST BANK's counsel's fee for this transaction will be \$4,500.00, plus applicable Florida State sales tax, plus its out-of-pocket expenses, which shall be paid by the Borrower. SOUTHEAST BANK warrants that it has not contracted with anyone requiring the payment of a brokerage commission. Brokerage commissions, if any, shall be payable by the Borrower or the Guarantors and the acceptance of this commitment shall constitute a self-executing undertaking on the part of the Borrower and the Guarantors to indemnify SOUTHEAST BANK against claims of brokers arising in connection with the execution of this commitment by SOUTHEAST BANK or the consummation of the Loan contemplated hereby.

This commitment shall supersede all other agreements, applications, and commitments either written or oral, as well as all other forms of communication heretofore entered into or exchanged between the Borrower and SOUTHEAST BANK.

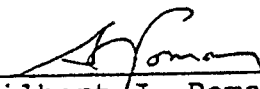
By your acceptance of this commitment you acknowledge that our undertaking to make the Loan is, of course, conditioned upon the satisfaction, fulfillment or waiver of every term and condition set forth herein, the execution, delivery and acceptance by us of appropriate documentation and the resolution of all appropriate legal matters satisfactory to legal counsel for each of us.

The closing shall be held, subject to and upon the terms hereof, on a date within sixty (60) days from the date of this letter. Unless the closing is held within such sixty (60) day period, SOUTHEAST BANK's obligations hereunder will, at SOUTHEAST BANK's option, terminate. Reference is hereby made to Section U. of the GENERAL CONDITIONS hereof for terms pertaining to early termination of this commitment.

Please indicate your acceptance of this commitment by signature below and return this original copy with your check in the amount of \$11,250.00 within five (5) days from the date of this letter. Your failure to accept this commitment as aforesaid shall cause this commitment to automatically expire and become null and void.

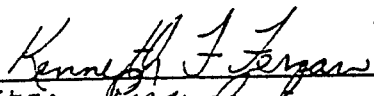
THIS COMMITMENT HAS BEEN ISSUED TO YOU AND IS INTENDED FOR YOUR USE ALONE; NO ONE ELSE IS ENTITLED TO RELY UPON, OR DERIVE ANY LEGAL RIGHTS WHATSOEVER FROM, THIS COMMITMENT.

SOUTHEAST BANK, N.A.

By: 
Gilbert J. Pomar III,
Vice President

The undersigned accepts the within commitment and agrees to close the Loan upon all the foregoing terms and conditions.

FERCAL, INC.

By: 
Its: President

Date of Execution
and Acceptance: August 3, 1988

0102s

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RECEIVED

DEC 9 1987

CONTRACT FOR SALE AND PURCHASE

RESOURCE CONTROL DEPARTMENT

PARTIES: FLAMINGO DEVELOPMENTS OF STUART, INC., a Florida corporation, hereinafter referred to as "Seller"; and PROJECT MANAGEMENT CORPORATION, a Florida corporation, its nominee(s) or assigns, hereinafter referred to as "Buyer", hereby agree that the Seller shall sell and the Buyer shall buy the following property on the following terms and conditions:

1. PROPERTY: That certain real property situate, lying and being in Martin County, Florida, more particularly described on Exhibit "A", appended hereto and by this reference incorporated herein.

2. PURCHASE PRICE: The purchase price shall be ONE MILLION SIX HUNDRED THOUSAND AND 00/100 (\$1,600,000.00) DOLLARS, which purchase price shall be paid as follows:

(a) \$1,000.00 deposit upon the execution hereby by Buyer, to be held in escrow by Lewis & Palmieri, P.A., Attorneys.

(b) \$49,000.00 as a further deposit to be escrowed ⁶⁰ days from the execution hereof by Buyer, likewise to be held by Lewis & Palmieri, P.A., until paid over to Seller as hereinafter provided.

(c) \$100,000.00 as a further deposit to be escrowed ninety (90) days from the execution hereof by Buyer, likewise to be held by Lewis & Palmieri, P.A., until paid over to Seller as hereinafter provided.

(d) The balance of the purchase price (\$1,450,000.00) to be paid in U.S. cash, certified check or cashier's check drawn on a reputable financial institution, subject to closing adjustments and pro-rations as called for in this Agreement.

3. CLOSING DATE AND PLACE OF CLOSING: This transaction shall be closed and the deed and other closing papers delivered on or before January 15, 1988, provided, however, that Closing may be delayed beyond said date at the request of Buyer for up to three (3) months, upon advance payments by Buyer to Seller in the amount of \$10,000.00 per month of extension, in addition to the interest on the purchase price as provided in Paragraph hereof. Said \$10,000 monthly payment shall be made each month, in advance of closing as additional consideration for extra time provided.

Closing shall be held at the offices of Lewis & Palmieri, P.A., 2701 Ponce de Leon Boulevard, Suite 302, Coral Gables, Florida, or at such other location as shall be agreed upon. CEL
J

4. INVESTMENT AND DISBURSEMENT OF DEPOSIT SUM: Seller and Buyer agree that the deposit(s) paid for this Contract shall be invested by the Escrow Agent in a money market interest-bearing account at a financial institution providing insurance of deposits mutually agreed upon by Seller and Buyer, with the interest to be paid to Seller at the time of payment of the deposit to Seller. Provided Seller is not otherwise in default hereunder and Buyer has approved the title evidence of Seller as hereinafter required, Seller shall be entitled to disbursement of all deposit sums, together with accrued interest, ninety (90) days from the effective date hereof.

~~If Seller defaults for any reason, or in the event the title evidence of Seller is not acceptable hereunder, Buyer, at its election, shall be entitled to receive a return of its deposit, both principal and accrued interest.~~ CEL
J

5. INTEREST ON THE PURCHASE PRICE: In consideration of the extended period for Closing contemplated by this Contract, Buyer agrees to pay interest on the purchase price less cash deposit (\$1,450,000.00), at the per annum rate of 10%, simple interest, commencing ninety (90) days from the effective date hereof. Such interest shall accrue and be payable at Closing in addition to the purchase price. CEL
J

6. TITLE EVIDENCE: Within ^{Forty-Five (45)} ~~thirty (30)~~ days from the execution hereof, Seller shall deliver to the Buyer or its attorney a title guaranty commitment written on a national title insurance underwriter acceptable to Buyer in the face amount of the purchase price. At Closing, the title insurance premium shall be paid by the Seller. The title guaranty commitment shall commit the underwriter to issue to the Buyer, upon the recording of the deed to the Buyer, an owner guaranty insuring the title of the Buyer to the real property which is the subject matter of this Contract, subject only to liens, encumbrances, exceptions or

qualifications set forth in this Contract and those which shall be discharged by Seller at or before Closing. Buyer shall have ten (10) days from the date of receipt of title commitment to examine same. If title is found defective, Buyer shall, within five (5) days thereafter, notify Seller in writing specifying the defect(s). If said defect(s) render title uninsurable, Seller shall have ninety (90) days from receipt of notice within which to remove said defect(s), during which period no deposit disbursements shall be required under Paragraph 4 hereof, and if Seller is unsuccessful in removing them within that time, Buyer shall have the option of either (1) accepting the title as it then is, or (2) demanding a refund of all monies paid hereunder which shall forthwith be returned to Buyer with accrued interest thereon, and thereupon Buyer and Seller shall be released as to one another, of all further obligations under this Contract; however, Seller agrees that it will, if title is found to be uninsurable, use diligent effort to correct the defect(s) in title within the time provided therefor, including the bringing of necessary suits. Schedule B attached, except for Exception 7, relating to the purchase money mortgage, sets forth permitted exceptions that shall not constitute title defects herein.

7. RESTRICTIONS, EASEMENTS AND LIMITATIONS: The Buyer shall take title subject to: zoning, restrictions, prohibitions, and public utility distribution easements of record, provided that none of the foregoing prevent development of the subject property for residential use.

8. TIME FOR ACCEPTANCE AND EFFECTIVE DATE: If this offer is not executed by both Seller and Buyer on or before ~~January 30, 1987~~ ^{FEBRUARY 3RD}, the same shall thereafter be null and void. The effective date hereof shall be the date when the last one of the Seller and Buyer has signed this Contract.

9. EXISTING MORTGAGES: Seller shall convey the subject real property free of any existing mortgage liens or encumbrances.

10. POSSESSION: Seller agrees to deliver possession of the property at the time of Closing. Provided, however, that Buyer, or its nominee(s), shall have the right from the date of this Contract to enter upon the premises and make any and all inspections, tests, surveys, and appraisals, and to conduct and

carry out any and all engineering studies or site work operations that it may desire, at its sole cost and expense, holding Seller harmless from any claims of damage to persons or property resulting therefrom.

11. LIENS: Seller shall furnish to Buyer at the time of Closing, evidence attesting to the absence, unless otherwise provided for herein, or any financing statements, claims of lien or potential lienors known to Seller, and further attesting that there have been no improvement to the property for ninety (90) days immediately preceding the date of closing for which payment has not been made.

12. DOCUMENTS FOR CLOSING: Seller shall furnish deed in form acceptable to Buyer's counsel, mechanic's lien affidavit on behalf of Seller, and any corrective or lien satisfaction instruments that may be required in connection with perfecting title.

13. EXPENSES: State documentary stamps which are to be affixed to the instrument of conveyance, and any corrective or lien satisfaction instruments shall be paid by Seller. Cost of recording the deed of conveyance shall be paid by Buyer.

14. PRO-RATION OF TAXES: Taxes shall be prorated based on the taxes for the year in which closing occurs, with due allowance made for maximum allowable discount. If closing occurs on a date when the current year's assessment is not available, the taxes shall be prorated according to the prior year's taxes.

15. SPECIAL ASSESSMENT LIENS: Certified, confirmed and ratified special assessment liens as of the date of closing (and not as of date of Contract) are to be paid by Seller. Pending liens as of the date of closing shall be assumed by Buyer, provided, however, that where the improvement has been substantially completed as of the date of Contract, such pending lien shall be considered as certified, confirmed or ratified, and Seller shall, at closing, be charged an amount equal to the last estimate by the public body, of the assessment for the improvement.

16. PROCEEDS OF SALE AND CLOSING PROCEDURE: Upon clearance of funds, the deed, duly executed, shall be delivered for recording by the title insuring agent. Following the closing agent's examination of the public records--of Martin County, Florida, from the effective date of the title guaranty commitment, the same shall be delivered by it to the Clerk for recording, provided no intervening defects are found. Closing funds shall be disbursed upon the recordation of documents.

17. DEFAULT: If Buyer fails, due to lack of diligence, to perform this Contract within the times specified, the deposit paid by Buyer aforesaid shall be retained by or for the account of Seller as liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon all parties shall be relieved of all obligations under the Contract, provided Buyer has delivered to Seller all professional engineering materials generated by Buyer in respect of the property, including test reports, surveys, and the like.

If, for any reason other than failure of Seller to render its title insurable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance ^{or} ~~and damages, or elect to receive the return of its~~ deposit. *CEI* *Post*

18. CONTRACT NOT RECORDABLE, PERSONS BOUND, AND NOTICE: Neither this Contract nor any notice thereof shall be recorded in any public records. This Contract shall bind and inure to the benefit of the parties hereto and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice given by or to the attorney for either party shall be as effective as if given by or to said party.

19. CONVEYANCE: Seller shall convey by statutory warranty deed subject only to matters contained in Paragraph 7.

20. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten provisions attached hereto as Addenda, executed by both Buyer and Seller, and handwritten provisions inserted herein, shall control all provisions in conflict therewith.

21. BROKERAGE: Seller and Buyer mutually agree that the only broker involved in the transaction which is the subject matter hereof is LAND SEARCH CORPORATION, a Florida corporation, and Seller agrees to pay this broker commission in the amount of \$145,000.00 when, if, and as the transaction contemplated hereby closes, payable at Closing.

22. MODIFICATION AND BINDING EFFECT: This Agreement may not be change or terminated orally. The stipulations, agreements and covenants aforesaid are to apply to and bind the heirs, personal representatives, executors, administrators, successors and assigns of the respective parties. No prior or present agreements or representations shall be binding upon any of the parties unless incorporated in this Contract.

23. ESCROW AGENT: LEWIS & PALMIERI, P.A., the recipient of the deposit hereunder, is authorized and agrees by acceptance thereof to hold the same in escrow and to disburse it at or before Closing in accordance with the terms and conditions of this Contract. In the event it is in doubt as to its duties or liabilities under the provisions of this Contract, the Escrow Agent may, in its sole discretion, continue to hold the monies which are the subject of the escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or it may deposit all the monies then held pursuant to this Contract with the Clerk of the Circuit Court of Martin County, Florida, or such other court having jurisdiction of the dispute, and upon notifying all parties concerned of such action, all liability on the part of the Escrow Agent shall fully cease and terminate, except to the extent of account for any monies theretofore delivered out of escrow. In the event of any suit between Buyer and Seller wherein Escrow Agent is made a party by virtue of acting as such Escrow Agent hereunder, or in the event of any suit wherein Escrow Agent interpleads the subject matter of the escrow, the Escrow Agent shall be entitled to recover a reasonable attorney's fee and costs incurred, said

fees and costs to be charged and assessed as court costs in favor of the prevailing party. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for misdelivery to Buyer or Seller of monies subject to his escrow, unless such misdelivery be due to willful breach of this Contract or gross negligence on the part of the Escrow Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates accompanied by their respective executions.

Signed, sealed and delivered
in the presence of:

Stanley Joel Levine
Don A. Jackson

SELLER:

FLAMINGO DEVELOPMENTS OF
STUART, INC.,
a Florida corporation

By: [Signature]

(CORPORATE SEAL)

Executed by Seller on 2/3/87

BUYER:

PROJECT MANAGEMENT CORPORATION,
a Florida corporation

Stanley Joel Levine
Don A. Jackson

By: [Signature], Pres.

(CORPORATE SEAL)

Executed by Buyer on 2/3/87

RECEIPT OF ESCROW

LEWIS & PALMIERI, P.A., by and through its undersigned officer, hereby acknowledges receipt into its trust account of the sum of \$1,000.00, this sum to be held pursuant to the provisions of the foregoing Contract for Sale and Purchase.

LEWIS & PALMIERI, P.A.

T-26

By: Thomas J. Palmieri

1312R

LEGAL DESCRIPTION

Parcel I:

The West one-half (W $\frac{1}{2}$) of the Southeast one-quarter (SE $\frac{1}{4}$) also described as Government Lot 5, of Section 6, Township 38 South, Range 41 East.

Parcel II:

All of Government Lot 6, Section 6, Township 38 South, Range 41 East.

Parcel III:

All that portion of Government Lot 1, lying South of Dyer-Point Road in Section 6, Township 28 South, Range 41 East, LESS AND EXCEPT a parcel of land lying in Government Lot 1, Section 6, Township 38 South, Range 41 East, said parcel being more particularly described as follows:

From the Southwest corner of said Government Lot 1, bear N 89°57'03" E, along the South line of said Government Lot 1, a distance of 1124.01 feet to a point in the East line of said Section 6; thence N 00°40'02" E, along the East line of said Section 6, a distance of 51.43 feet to the POINT OF BEGINNING of the herein described parcel of land; thence continue N 00°40'02" E, along the East line of said Section 6, a distance of 73.14 feet; thence N 89°19'58" W, a distance of 96.75 feet to a point in the Southerly right-of-way line of S.W. Dyer Point Road, (a 50.00 foot right-of-way), said point being on a curve, concave to the North, having a radius of 111.60 feet, whose center bears N 00°40'02" E; thence Westerly, along the arc of said curve, and said Southerly right-of-way line, through a central angle of 30°00'21", a distance of 58.44 feet to the point of tangency of said curve; thence S 59°19'37" E, along the extension of the tangent of the last described curve, a distance of 176.17 feet to the POINT OF BEGINNING of the herein described parcel of land.

and also, less Exhibit "C".

Parcel IV:

Start at the Southwest corner of Government Lot 2, Section 6, Township 28 South, Range 41 East, Martin County, and proceed N 89°34'40" E, along the South line of Government Lot 2, a distance of 359.31 feet to a point of intersection with the Southerly and Easterly right-of-way line of Dyer Point Road, a county road, as same is shown on the recorded Plat of Sea Gate Harbor, Plat Book 4, Page 29, Martin County, Florida, public records, said point of intersection being the POINT OF BEGINNING of the following described parcel:

(1) Thence continue N 89°34'40" E, along said South line of Government Lot 2, a distance of 371.68 feet to a point; (2) Thence proceed N 0°25'20" W, a distance of 123.76 feet to a point on the Southerly right-of-way line of said county road; (3) Thence proceed S 71°09'40" W, a distance of 391.73 feet to the POINT OF PLACE OF BEGINNING.

TOGETHER WITH all buildings and other improvements on the Property; all right, title and interest of the Seller in and to any and all streets, roads, highways, mineral, gas and oil rights, easements, drainage rights and rights-of-way appurtenant to or adjacent to the Property; all right, title and interest of Seller in and to any and all covenants and restrictions benefiting the Property; and all riparian and littoral rights appertaining to the Property.

Case No. 88-670 CA

PL ID Ex. PX

Filed 8/14/91

MARSHA STILLER, Clerk

By pg

ASSIGNMENT OF CONTRACT FOR SALE AND PURCHASE

KNOW ALL MEN BY THESE PRESENTS:

That PROJECT MANAGEMENT CORPORATION, a Florida corporation, does this 1st day of June, 1987, for and in consideration of the sum of TEN AND NO/100 DOLLARS and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, assign unto FENCAL, INC., a Florida corporation, all of its right, title, and interest in and to that certain Contract For Sale And Purchase dated February 3, 1987 in which FLAMINGO DEVELOPMENT OF STUART, INC., a Florida corporation, is referred to as "Seller" and PROJECT MANAGEMENT CORPORATION, a Florida corporation, is referred to as "Buyer", including, without limitation, any and all right, title, and interest in and to the real property which is the subject matter of said Contract For Sale And Purchase.

This Assignment is being made pursuant to the provisions of an Agreement dated May 16, 1987, between and among CARLOS E. ALFONSO, CORRINE S. CALVASINA, and KENNETH F. FERRARI, to which reference is herein made and which is incorporated herein by reference.

IN WITNESS WHEREOF, the said PROJECT MANAGEMENT CORPORATION has executed this Assignment Of Contract For Sale And Purchase the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

PROJECT MANAGEMENT CORPORATION

By [Signature]
KENNETH F. FERRARI, President

T-28

601863

Case No 88-676 CH
PL ID Ex BU
Filed 8/14/91

DRAFT

MASTER CLOSING CHECKLIST
By PL

\$1,800,000.00 Mortgage Loan from SOUTHEAST BANK, N.A. ("Lender") to FERCAL, INC., a Florida corporation ("Borrower") for the acquisition of 158 acres of real property located on the east side of Mapp Road, in Stuart, Martin County, Florida.

Closed August ____, 1988 in Boca Raton, Florida.

I. AUTHORIZATION DOCUMENTS (FOR DIRECT SUBMISSION TO LENDER)

- 1.1 Commitment Letter
- 1.2 Certified Copies of Articles of Incorporation
- 1.3 Certified Bylaws
- 1.4 Certificate of Good Standing
- 1.5 Incumbency and Bringdown Certificates and Certified Resolutions
- 1.6 Consent and Subordination Agreement
- 1.7 Loan Commitment

II. LOAN DOCUMENTS

- 2.1 \$1,800,000.00 Note
- 2.2 Mortgage and Security Agreement
- 2.3 Assignment of Purchase Agreements and Developer's Rights and Security Agreement
- 2.4 UCC-1 Financing Statements
 - a) State
 - b) Local
- 2.5 Assignment of Interest Bearing Account
- 2.6 Guaranty of Payment
 - a) Kenneth Ferrari
 - b) David Kouba and Corrine Calvasina, his wife
- 2.7 Borrower's Certification
- 2.8 Hazardous Substances Indemnity Agreement
- 2.9 Estoppel Letters with Funding Instructions
- 2.10 Closing Statement (two originals)

III. ITEMS FOR SUBMISSION TO LENDER'S COUNSEL

- 3.1 Title Policy and Copies of Excepted Instruments
- 3.2 Insured Closing Letter
- 3.3 Survey (3 prints certified to Borrower, Lender and Title Company)
- 3.4 Evidence of PUD Zoning Approval
- 3.5 Evidence of Preliminary Site Plan Approval (Final Site Plan Approval shall be obtained on or before One (1) Year from date of Closing)
- 3.6 Evidence of Utilities
 - a) Water
 - b) Sewer
 - c) Electricity
 - d) Telephone
 - e) Other
- 3.7 Building Permits
- 3.8 Other Governmental Consents and Permits

- 3.11 Opinion of Borrower's and Guarantor's Counsel
- 3.12 Affidavit of Purchaser from:
 - (a) Warren D. Johnson, Jr.
 - (b) K. Hovnanian Companies of Florida, Inc.
- 3.13 Copy of Contract for Sale and Purchase between Flamingo Properties of Stuart, Inc., as seller and Project Management Corporation, as Buyer
- 3.14 Copy of Assignment of Contract for Sale; Re: Sale from Flamingo Properties of Stuart, Inc. to Project Management Corporation

602249

- 3.15 Copy of Option Agreement and Contract for Purchase and Sale between Project Management Corporation, as Seller and Warren D. Johnson, Jr., as Buyer
- 3.16 Copy of Assignment of Contract; Re: Sale from Project Management Corporation to Warren D. Johnson

IV.

ITEMS FOR DIRECT SUBMISSION TO LENDER

- 4.1 MAI Appraisal
- 4.2 Soil Report
- 4.3 CERCLA Report together with Supporting Documentation
- 4.4 Financial Statements
 - a) Borrower
 - b) Guarantor(s)
- 4.5 Insurance Certificates
- 4.6 Documentation of Equity
- 4.7 Inspection Agreements

FERCAL, INC.

STATEMENT OF ASSETS AND LIABILITIES - CASH BASIS

AS OF DECEMBER 31, 1987

LIABILITIES
& STOCKHOLDERS EQUITY

CURRENT LIABILITIES

TOTAL CURRENT LIABILITIES	\$	0.00
---------------------------	----	------

LONG TERM LIABILITIES

L/P-FERRARI	28,625.62
L/P-CALVASINA & KOUBA	103,825.62
L/P-JOHNSON	25,000.00
MORTGAGE PAYABLE-SEABOARD	204,434.56
LINE-OF-CREDIT-SEABOARD	56,480.48
L/P-CALVASINA & CO., P.A.	10,000.00
L/P-PROJECT MANAGEMENT	1,753.00

TOTAL LONG TERM
LIABILITIES

430,121.28

TOTAL LIABILITIES

430,121.28

STOCKHOLDERS EQUITY

CAPITAL STOCK	200.00
TREASURY STOCK	(10,000.00)
CURRENT EARNINGS	44.17

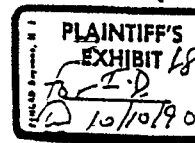
TOTAL STOCKHOLDERS EQUITY

(9,755.81)

TOTAL LIABILITIES
& STOCKHOLDERS EQUITY

\$ 420,365.47

BORROWER'S CERTIFICATION



STATE OF FLORIDA)
) ss.
COUNTY OF PALM BEACH)

Kenneth F. Ferrari, being first duly sworn, depose and say that:

1. He is the President, of FERCAL, INC., a Florida corporation ("Borrower").

2. Borrower is the maker of that certain Promissory Note in the amount of \$1,800,000 (the "Note"), of even date and payable to the order of Southeast Bank, N.A. (the "Lender"), and Borrower further executed (a) that certain Mortgage and Security Agreement of even date to Lender given to secure said Note and recorded or to be recorded in the public records of Martin County, Florida (the "Mortgage"); (b) that certain Assignment of Purchase Contracts and Developer's Rights and Security Agreement of even date to Lender recorded or to be recorded in the public records of said County ("Assignment of Developer's Rights"); (c) those certain financing statements of even date covering all fixtures and certain other personal property relating to the real property identified in the Mortgage, recorded or to be recorded in the public records of said County and to be filed with the Secretary of State of Florida (collectively, the "Financing Statements"); (d) that certain Assignment of Interest Bearing Account (the "Assignment of Interest Bearing Account"); and (e) certain other loan documents executed in connection with the \$1,800,000 loan from Lender to Borrower.

3. The Note, Mortgage, Assignment of Developer's Rights, Assignment of Interest Bearing Account, Financing Statements, and all other assignments and loan documents are now in full force and effect and there are no offsets, defenses, claims or counter-claims, legal or equitable, which Borrower may assert against the indebtedness evidenced by the Note or the security therefor.

4. Fee simple title to the premises described in the Mortgage is vested in Borrower, and the Mortgage is a first and prior lien on said premises subject only to exceptions stated in the Mortgage and secures the Note and all advances or disbursements made or to be made by Lender thereunder. The undersigned does not know of any taxes or assessments of any kind or nature, which are due and unpaid and which affect or may affect the title to the said premises, or of any judgments, liens, or other claims of any kind or nature whatsoever which might affect the premises or title thereto, except for the lien of the Mortgage. All mechanics, laborers, materialmen, engineers, architects and surveyors who have worked on or provided services in connection with the premises or have furnished materials therefor which services or materials have been paid in full.

5. The financial statements and other financial information relating to the Borrower and the property encumbered by the Mortgage are true and correct and fairly present the financial condition of the Borrower and the mortgaged property as of the dates and for the periods indicated and have been prepared in accordance with generally accepted accounting principles consistently applied.

6. Since the date of furnishing the most recent financial information, there has been no material adverse change

in the financial condition of the Borrower or the mortgaged property and no additional borrowings have been made since the date(s) thereof other than as approved by Lender, in writing.

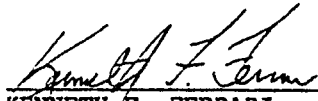
7. No default exists under the documents described in paragraph 2 above, and no state of facts exists, which with notice or lapse of time or both, could constitute a default thereunder.

8. All statements and representations contained in this affidavit are made in order to induce Lender to enter into the loan transaction evidenced by the Note.

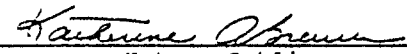
9. As provided in the Loan Agreement and subject to the terms and conditions thereof, the Borrower has agreed to borrow the principal sum evidenced by the Note and to repay said sum with interest thereon at the rate or rates provided in the Note.

10. This Affidavit is made for the purpose of inducing the Lender to make the \$1,800,000 loan to the Borrower and to induce Attorney's Title Insurance Fund, Inc. ("The Fund") to insure the "gap" in the title search from July 24, 1988 through the recording of the Mortgage. Affidavit does hereby indemnify The Fund from any claims, fees, costs or expenses incurred, including any court costs and attorneys' fees received by The Fund and agrees to immediately pay the sums upon being notified, should any title problems caused by Borrower or Affiant be disclosed during the said gap period.

Executed this 11th day of August, 1988.


KENNETH F. FERRARI

Sworn to and subscribed before me
this 11th day of August, 1988.


Notary Public
State of Florida

My Commission Expires:

Polley - direct

1 in evidence

2 MS. BELL: Nothing further, your Honor.

3 THE COURT: Any questions?

4 MR. ADLER: Actually I have no questions, your Honor.

5 THE COURT: You may step down. Thank you.

6 (Witness excused)

7 THE COURT: Call your next witness.

8 MS. BELL: The government calls Mr. John Polley.

9 JOHN EDWARD POLLEY, GOVERNMENT'S WITNESS, SWORN.

10 DIRECT EXAMINATION

11 BY MS. BELL:

12 Q. Mr. Polley, can you tell us where do you work?

13 A. I work for Martin County Board of County Commissioners in
14 the utilities department.

15 Q. Do your duties include overseeing contracts involving water
16 distribution and water rights?

17 A. They do.

18 Q. I am handing you what have been marked for identification
19 as Government's Exhibits 1004, 5, 6 and 7. Do you recognize
20 those documents?

21 A. I do.

22 Q. In fact, 1004 -- these are all documents that relate to a
23 1983 contract between an entity called Linkous Corporation and
24 Martin County regarding water distribution?

25 A. They do.

Polley - direct

1 for other things, but under these documents, is that what you
2 are asking?

3 MS. BELL: Correct, your Honor.

4 THE COURT: Overruled.

5 A. Yes. According to the memorandum that's Exhibit 1000-6,
6 Linkous Corporation was owed 86,266 for reimbursement for costs
7 incurred in extending water main.

8 Q. Was Linkous Corporation owed any interest payments on that
9 money?

10 A. No.

11 Q. And that \$86,000, was that just for the area that later
12 became known as Bay Pointe Estates and Otters Run?

13 A. It was --

14 Q. It was for a much larger area?

15 A. Yes, ma'am.

16 Q. Is there any provision in any of these documents that
17 extinguishes Linkous Corporation's right to collect this
18 \$86,000?

19 A. The repayment had an expiration date five years after
20 completion of the work.

21 Q. And when was the work completed according to these
22 documents?

23 A. March 13, 1984.

24 Q. So as of 1989, Linkous Corporation was owed no money under
25 these documents?

Folley - cross

1 A. That's correct.

2 Q. Under these documents, was Linkous Corporation to be paid
3 directly by anyone other than the county?

4 A. No.

5 Q. How was the payment to be made?

6 A. The payment was to be made to the county from the person
7 receiving the benefit of the water main extension and then that
8 money would then be reimbursed by the county to the Linkous
9 Corporation.

10 Q. But as of 1989, no money was to be paid to Linkous
11 Corporation, correct?

12 A. After March 13, 1989.

13 Q. Are there any documents -- have you done a complete and
14 thorough search of the records of your utility?

15 A. Yes, I have.

16 Q. And have you found any documents anywhere in your files
17 showing any kind of money owed to Linkous Corporation or Jerry
18 Linkous for anything relating to water rights?

19 A. Other than these documents, no.

20 MS. BELL: Your Honor, I have nothing further.

21 THE COURT: Cross-examination?

22 CROSS-EXAMINATION

23 BY MR. ADLER:

24 Q. Good morning. You are not an attorney, are you?

25 A. No, I am not.

EXHIBIT U

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

UNITED STATES OF AMERICA
Plaintiff,

Case No. 98-8039-CR-RYSKAMP

vs

WARREN D. JOHNSON, JR.

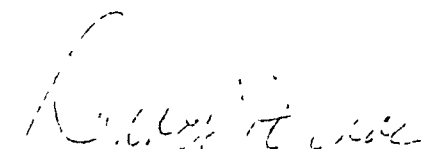
ORDER SETTING ASIDE APPOINTMENT
OF FEDERAL PUBLIC DEFENDER

Defendant(s),

The above named defendant having testified under oath or provided appropriate financial affidavit that he or she is financially unable to employ counsel but wishes to represented himself, it is thereupon

ORDERED AND ADJUDGED that the Federal Public Defender for the Southern District of Florida is hereby withdrawn to represent this defendant for all Proceedings in this case.

DONE AND ORDERED at West Palm Beach, Florida this 31st day of April, 1993.

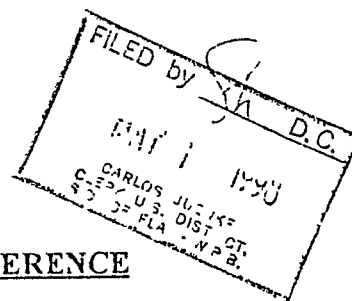


END E. VITUNAC
UNITED STATES MAGISTRATE JUDGE

c: Defendant
Federal Public Defender
U. S. Attorney

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 98-8039-CR-RYSKAMP



UNITED STATES OF AMERICA,

plaintiff,

vs.

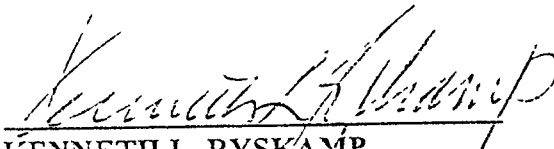
WARREN D JOHNSON,

defendant

ORDER OF REFERENCE

Pursuant to 28 U S C Section 636 and the Magistrate Rules of the Local Rules of the Southern District of Florida, the matter of Determination of Financial Ability and Appointment of Counsel is referred to United States Magistrate Judge Ann E Vitunac.

DONE AND ORDERED in Chambers at the United States District Courthouse, West Palm Beach, Florida, this 11 day of May, 1998


KENNETH L. RYSKAMP
UNITED STATES DISTRICT JUDGE

cc. U S Magistrate Judge Ann E Vitunac
Carolyn Bell, AUSA

(mailed) - [unclear] 5000, 511 SW Bay Pointe Circle,
Palm City, FL 34990

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

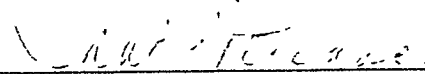
UNITED STATES OF AMERICA,)	CASE NO.: 98-8039-CR-RYSKAMP
	)	Magistrate Judge Vitunac
Plaintiff,)	
)	
v)	
)	
WARREN D JOHNSON,)	
	)	<u>ORDER</u>
Defendant.)	
_____)	

THIS CAUSE is before the Court on a May 11, 1998 Order of Reference from United States District Court Judge Kenneth L. Ryskamp for a determination of financial ability and appointment of counsel

This court previously conducted a hearing with respect to defendant's financial ability and previously appointed a federal public defender. That order was set aside when the defendant indicated to the court that he wished to represent himself.

The district court conducted a hearing with respect to the defendant's indication that he wished to represent himself and it now appears that the defendant wishes to be represented by counsel. That being the case, this court reappoints the Federal Public Defender to represent the defendant in this case.

DONE and ORDERED this 11 day of May, 1998, at West Palm Beach in the Northern Division of the Southern District of Florida



ANNE E VITUNAC
U S Magistrate Judge

cda

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

UNITED STATES OF AMERICA,

Plaintiff,

v.

WARREN D. JOHNSON, JR.

Defendant.

CASE NO. 98-8039-CR-JUDGE
RYSKAMP

MAGISTRATE JUDGE VITUNAC

DEFENDANT'S INVOCATION OF
RIGHT TO SILENCE AND COUNSEL

The defendant, Warren D. Johnson, Jr., through undersigned counsel, invokes the rights to remain silent and to counsel with respect to any and all interrogation, regardless of the subject matter. *See McNeil v. Wisconsin*, 111 S.Ct. 2204, 2212 (1992) (Stevens, J., dissenting).

KATHLEEN M. WILLIAMS
FEDERAL PUBLIC DEFENDER

By: 

Robert E. Adler

Assistant

Federal Public Defender

Attorney for Defendant

Florida Bar No. 259942

400 Australian Avenue, Suite 300

West Palm Beach, FL 33401

TEL:(561) 833-6238/FAX:(561) 833-0363

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

UNITED STATES OF AMERICA,

Plaintiff,

Case No 98-8039-CR-Ryskamp

v

WARREN D JOHNSON, JR. .

Defendant

CLERK OF DISTRICT COURT
S.D. OF FLA. - WPB

00 DEC 16 PM 3:42

ADOPTION OF CO-COUNSEL'S OBJECTIONS AND SUPPLEMENT TO
OBJECTIONS TO REPORT AND RECOMMENDATION ON RESTITUTION

Undersigned counsel JAMES L EISENBERG hereby adopts on behalf of Defendant: WARREND JOHNSON, JR. , the "OBJECTIONS TO REPORT AND RECOMMENDATION ON RESTITUTION TO BE AWARDED TO VICTIMS, DATED NOVEMBER 1, 2000" filed by co-counsel Robert Critton on November 9, 2000. In addition, counsel similarly adopts the "SUPPLEMENT TO OBJECTIONS" filed by co-counsel Robert Critton and dated November 15, 2000.

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U S Mail to Carolyn Bell Assistant U S Attorney, Robert Critton, Esquire, and to Defendant. this _____ day of December 2000

JAMES L EISENBERG, ESQUIRE
Attorney for Defendant
250 Australian Avenue South, Suite 704
West Palm Beach, FL 33401
561/659-2009
Florida Bar No 210015

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. 98-8039-CR-RYSKAMP

UNITED STATES OF AMERICA,

Plaintiff,

vs.

WARREN D. JOHNSON, JR.

Defendant.

JOINT MOTION REGARDING JUDGMENT OF RESTITUTION

COMES NOW, the United States of America, by and through the undersigned Assistant United States Attorney, and the defendant, Warren D. Johnson, Jr., by and through his counsel, James L. Eisenberg, Esq., and file this Joint Motion Regarding Judgment of Restitution. The parties hereby request that the Court enter a final Judgment and Commitment Order in the instant case ordering restitution and payment of fees for the Federal Public Defender as outlined below.

As the Court is aware, at the defendant's original sentencing in this matter, the amount of restitution was left open and was to be determined by this Court after a Report and Recommendation was issued by the U.S. Bankruptcy Court. To date, the restitution issue has remained open and the Court has not issued a final Judgment and Commitment order.

On February 16, 2001, defendant signed a Settlement Agreement and Mutual Release (Settlement Agreement) in open court before your Honor. A copy of the Settlement Agreement

is attached to this Motion as Exhibit 1.¹ The Settlement Agreement grew out of defendant's wish to resolve a number of different matters, including payment of his creditors in the case of Warren D. Johnson, Jr., 92-33339-BKC-SHF, and restitution and other debts related to the instant case. As part of the Settlement Agreement, and with the separate concurrence of the United States (who is not a party to the Settlement Agreement), defendant intended for the Settlement Agreement to resolve all claims for restitution in the instant case. (Settlement Agreement, para. 1.27) To this end, and as required by the Settlement Agreement, all victims were given notice and an opportunity to object to the amount of their claim, and to accepting proceeds from the Settlement Agreement in lieu of any further restitution in the instant case. (Id.) This notice and objection process was done through the Bankruptcy Court, as all of the victims in the instant case were also creditors in defendant's bankruptcy case. As of March 6, 2001, all victim objections were resolved and all claims approved by the Bankruptcy Court. A list of these victims and the allowable amounts of their claims are attached to this Motion as Exhibit 2.

As a further part of the Settlement Agreement, the defendant intended for any debts owed to the Federal Public Defender for services rendered on his behalf to be resolved by the Settlement Agreement. (Settlement Agreement, para. 1.28) The parties agree that the amount which defendant owed to the Federal Public Defender, based upon hours worked billed at Criminal Justice Act rates, is \$31,119. Although the Settlement Agreement calls for payment of these fees to the District Court, the parties recommend that the Court waive these fees so that the

¹The Court may recall that when defendant originally signed the Settlement Agreement in open court, he added some language related to a reservation of rights. As can be seen in the signature pages attached to the Settlement Agreement, he has since rescinded and withdrawn that language from his signature in favor of the rights he orally preserved at the hearing before the Court.

distribution to the victims in the case can be maximized.

The parties also note that, as part of the Settlement Agreement, defendant warranted and agreed that there will be no appeal of the restitution portion of the Court's judgment, and that even in the event his conviction is overturned or modified on appeal, the finality of the Agreement and the Court's restitution order will not be affected. (Settlement Agreement, para. 1.30)

In light of the foregoing, pursuant to 18 U.S.C. 3663 and 3664, upon the Court's review of the Settlement Agreement, the parties recommend that the Court order restitution as follows:

The Court orders restitution to be paid to the victims listed on Exhibit 1 to this Judgment and Commitment Order in the amounts and by the terms and manner provided for in the Settlement Agreement and Mutual Release and related documents attached as Exhibit 2 to this Judgment and Commitment Order.²

With respect to fees owed by the defendant to the Federal Public Defender, the parties further recommend as follows:

The Court acknowledges that defendant incurred fees in the amount of \$31,119 for services rendered by the Federal Public Defender on his behalf. The Court orders that these fees be waived and that any funds which would otherwise have been distributed to the Federal Public Defender as part of the Settlement Agreement be made part of the distribution to the victims listed on Exhibit 1.

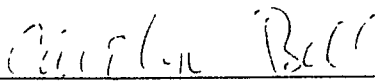
The parties respectfully request that the Court issue its Judgment and Commitment order


²Please note that the Exhibit numbers referenced in the recommended language are the composite of those attached to the instant motion

in this case at the Court's earliest possible convenience so that distributions can be made as expeditiously as possible.

Respectfully submitted,

GUY A. LEWIS
UNITED STATES ATTORNEY

BY: 
CAROLYN BELL
ASSISTANT U.S. ATTORNEY
ADMIN. NO. A5500286
500 AUSTRALIAN AVE., SUITE 400
WEST PALM BEACH, FL. 33401
TEL (561) 820-8711
FAX (561) 659-4526
E-MAIL ADDRESS:
Carolyn.Bell@justice.usdoj.gov

BY: 
JAMES L. EISENBERG, ESQ
ATTORNEY FOR DEFENDANT
FL. BAR NO. 216615
250 AUSTRALIAN AVE., SUITE 704
WEST PALM BEACH, FL. 33401
TEL (561) 659-2009
FAX (561) 659-2380

ADDENDUM TO SETTLEMENT AGREEMENT AND RELEASE

COMES NOW WARREN JOHNSON, JR, and files this addendum to the Settlement Agreement and Release dated February 16, 2001


WARREN D JOHNSON, JR, hereby deletes from his signature on the Settlement Agreement and Release, the assignments, and any other documents signed in open court on February 16, 2001, the following language "U C C §1-207 'without prejudice'"

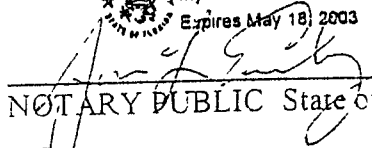
The Settlement Agreement and Release as well as all the other supporting and relating documents shall now be considered to have affixed to them Warren D Johnson, Jr 's signature without the above language


WARREN D JOHNSON JR

ACKNOWLEDGED before me this

21st day of February, 2001

 My Commission CC853325
Expires May 18, 2003


NOTARY PUBLIC State of Florida

My commission expires

allowable Claims of Creditor/Victims

Apex Municipal Fund, Inc., et al. (bondholders)	\$3,929,114.31
Washington Mutual (fmly. Great Western Bank)	\$ 307,178.49
FDIC-Royal Palm Savings (Seminole County foreclosure)	\$ 177,659.61
FDIC-Coral Coast Savings	\$ 156,294.42
Richard J. Agar (fmly First Union National Bank)	\$ 180,000.00
Value Recovery Group (fmly. RTC-Royal Palm	
Orange County foreclosure)	\$ 97,494.65
Ray Loesche	\$ 15,000.00
First USA Bank	\$ 8,000.00
Republic National Bank	\$ 6,000.00
Gary Dytrych & Ryan, P A.	\$ 3,731.94
Chase Visa	\$ 3,019.93
Executive Equipment Leasing, Inc.	\$ 3,000.00
Masterlooms	\$ 1,875.00
Texaco, Inc.	\$ 500.00
Orange County Tax Assessor	\$ 88.92

Docket as of December 1, 2001 1:21 am

Web PACLR (v2.3)

U.S. District Court
Southern District of Florida (W.Palm Beach)
CRIMINAL DOCKET FOR CASE #: 98-CR-8039-ALL

USA v. Johnson

Filed 03/24/98
Dkt# in other court None

Case Assigned to: Judge Kenneth L. Ryskamp

WAPPEN D. JOHNSON, JR. ,
DOB. 10/6/42 Prisoner No .
53225-004
defendant
[term 06/24/99]

Robert Deweese Critton, Jr
[term 06/24/99]
FTS 844-6929
561-844-2820
[COP LD NTC ret]
Burman Critton Luttier &
Coleman
515 N Flagler Drive
Suite 400
West Palm Beach, FL 33401-2918
561-842-2820
Robert E. Adler
[term 12/18/98]
FTS 833-0368
[COP LD NTC pda]
Public Defender
[term 06/24/99]
FTS 932-0322
[COP LD NTC pda]
Federal Public Defender's
Office
400 Australian Avenue N
Suite 300
West Palm Beach, FL 33401-5034
561-844-2820
James L. Eisenberg
[term 06/24/99]
FTS 659-2380
561-659-1009
Suite 704
[COP LD NTC ret]
250 Australian Avenue South
West Palm Beach, FL 33401
Michael J. Pyan
[COP LD NTC ret]
Thomas F. Pyan
2500 West Palm Beach
West Palm Beach, FL 33411
561-844-2820
[term 06/24/99]

August 23, 2001

Robert Critton, Attorney
Burman, Critton, Luttier & Coleman
712 U.S. Highway One- Suite 300
North Palm Beach, Florida 33408-4588

Dear Bob;

Please find enclosed a letter dated August 2, 2001 to Judge Friedman which speaks for itself as to the criminal activities of government agents.

Also find enclosed the letter to Atlas Stock Transfer Corporation dated August 17, 2001 which outlines the theft of collateral by Patrick Scott and Soneet Kapila, which was put up for the benefit of the Turks & Caicos Government under the Grand Turk Harbour Development Agreement.

It has also come to my attention that F.B.I. Agent Ray Thuman lied to us in the meeting at your office, when he said three times that Corrine B. Calvāsina (sister of F.B.I. Agent Bothea) WAS NOT INVOLVED. It seems she filed the original complaint with Ray Loeche that the F.B.I. would not reveal.

As to the extortion against me and my family, I set forth the following chronological events;

1. F.B.I. Agent David VonHolley threatened Adam Brown in December 1992 to Dr. Hansbrough, Tom Benda and their wives at the Stuart Boat Parade.
2. F.B.I. Agent Michael McBride threatened Adam Brown in his office at Waterfront Properties in 1997.
3. Patrick Scott, attorney for U.S. Trustee Soneet Kapila threatened to have Adam Brown indicted if he did not give up his lawfully purchased properties in late 2000- early 2001. These threats were relayed to me in a telephone conversation with Adam & Kelly Brown, my son-in-law and daughter respectively. Also re-iterating the threats were Mrs. Patricia Wellspeak, my sister and also my father in telephone calls after the threats.
4. On January 11, 2001 I ordered a copy of the taped conversation with Adam & Kelly Brown exposing the extortion threat sent to Judge Ryskamp by the Palm Beach County Jail.
5. On January 20, 2001 I sent a letter to Judge Ryskamp outlining the extortion & duress, with copies to the Office of Professional Responsibility in Washington, D.C. as well as Patricia Wellspeak.

6. On January 22, 2001 I met with Jim Eisenberg and Robert Critton at the Palm Beach County jail and was told by both that I must sign this extortion agreement or Patrick Scott threatened to have Adam Brown indicted if our family did not give up control of two public companies (Ice Ban America, Inc. and IBAC CORPORATION), along with Adam's subdivision he purchased from Ken Ferrari, Pres. of Fercal, Inc. and put up over \$ 140,000 additional cash.
7. On January 25, 2001, Jim Eisenberg and Robert Critton were joined by attorney David Finegold and all three re-iterated the same extortion threats.
8. On approximately February 14, 2001 Angela Morelock, attorney put the Attorney General of the United States, John Ashcroft on notice by fax of the extortion.

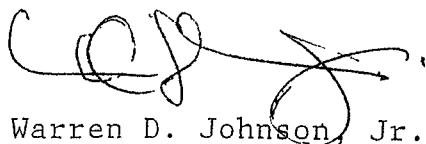
I believe that we are now seeing the criminal activities of government agents being exposed at a very rapid rate. Since there was a cover-up at the Office of Professional Responsibility after Judge Ryskamp ordered Leslie Taylor to investigate, we can now expect a full investigation by Senators Schulmer, Orin Hatch and Patrick Leahy.

I also believe that my attorney's legal fees should be paid from funds held under Judge Friedman's court, since the case against me was a vendetta and the assets were taken by extortion.

I believe that God will bring justice and my fortunes will be restored. Haggai 2; 18 - 23 sets forth 1. God will restore my fortune, 2. he will shake the nation, 3. my enemies will kill each other and 4. I was chosen for this assignment.

I look forward to seeing you paid for your fine legal representation as soon as I am able. Judge Ryskamp agreed in the February 16 hearing that I have preserved my rights under the rule of law to recover my fortune under Bivens, Universal Commercial Code and the Federal Tort Claim Act. Jim Eisenberg is doing a fine job.

Yours truly,



Warren D. Johnson, Jr.

August 17, 2001

Atlas Transfer Corporation
5899 South State Street
Salt Lake City, Utah 84107

RE: Stock transfer of Natural Solutions, Inc. (a/k/a Ice Ban America, Inc.) by Patrick S. Scott, attorney for Soneet Kapila

Dear Sirs;

Please find enclosed a letter to U.S. Judge Friedman dated August 2, 2001 from the undersigned Warren D. Johnson, Jr. former President and founder of Ice Ban America, Inc. As per item 10 on page two, " The Settlement Agreement dated February 16, 2001 was obtained by DURESS and EXTORTION," of which you are now informed. This vendetta has been on going for over ten years and I will not bore you with the history, which will be the subject of hearings in the U.S. Senate committees as outlined in the letter.

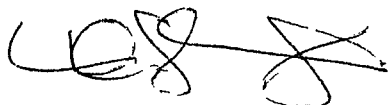
The following history should be of great interest to you as transfer agent however:

1. In 1998 Charter Media Group, Ltd., a Nevada Corporation who was the funder and developer of the Grand Turk Harbour Project transferred 2,925,000 shares to six Turks & Caicos companies as security for the proposed development with the GOVERNMENT OF THE TURKS & CAICOS ISLANDS (a British Overseas Territory).
2. These shares were the security under a development agreement with that country, which provided for a \$ 2,000,000 deposit to guarantee the dredging of the harbour and the following infrastructure and construction of a \$ 600 MILLION DOLLAR project according to published reports.
3. The U.S. Trustee Soneet Kapila well knows that there are no lost stock certificates. The certificate for 500,000 shares issued to the Marlin Fund was the first certificate delivered to Attorney Finbar Dempsey, as escrow agent for the the Turks & Caicos Islands government and required under the development agreement.
4. The Government of the Turks & Caicos Islands have been cheated out of a project that the small island nation desperately needed. Trustee Kapila has damaged that nation by illegally extorting these securities, as well as the entire Johnson family. The former Governour John Kelly and the attorney general were lied to by our F.B.I. and Justice Department. That government, along with the Johnson family will ultimately make their claims for damages as per the letter to Judge Friedman.
5. Carolyn Bell, the Assistant United States Attorney, told my attorney that " THE U.S. GOVERNMENT HAS LOTS OF MONEY, LET THEM SUE." after the February 16, 2001 hearing before Judge Ryskamp. You may well want to cover your company by requiring a bond from

those parties wishing to acquire control of these public companies.

6. You may wish to receive assurance from the government of the Turks & Caicos Islands that they have agreed to their collateral being stripped from the development agreement and do not wish to make a claim for damages when it is proven that the case against me was a vendetta and hate crime by the U.S. Agents involved.

Yours truly,

A handwritten signature in black ink, appearing to read 'W.D. Johnson, Jr.', with a stylized flourish at the end.

Warren D. Johnson, Jr.

EXHIBIT

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

UNITED STATES OF AMERICA
Plaintiff

Case No. 98-8039-CR-Ryskamp

v.

WARREN D. JOHNSON, JR.
Defendant

PRO-SE MOTION TO REFER THE INVESTIGATION OF FRAUD ON THE COURT,
A VENDETTA, COVER-UP AND EXTORTION TO THE ATTORNEY GENERAL OF THE
UNITED STATES AND THE ATTORNEY GENERAL OF THE STATE OF FLORIDA;
ALSO TO EXPAND THE AUTHORITY OF JUDGE FRIEDMAN TO ADDRESS THE
ISSUES RAISED IN THE MOTION BEFORE HIS COURT AND ATTACHED AS EXHIBIT A.

COMES NOW the Defendant, Warren D. Johnson, Jr. Pro-Se and hereby reaffirms each and every issue and statement attached to this motion (Exhibits A to U) as true and correct pertaining to the Fraud on the Court, Vendetta, Cover-up and Extortion. I am listing the issues to be considered by the court according to importance.

ISSUE ONE: On January 25, 2001 I addressed this Honorable Court at great length as to the history and scope of the vendetta and Leslie Taylor of the Office of Professional Responsibility was ordered investigate the misconduct and vendetta. In the early stages of investigation she told Patricia Wellspeak of a cover-up and threats.

We were sent to the Office of Professional Responsibility by Debbie Trevlack, legal aid to Congressman John P. Murtha, who sponsored the Citizens' Protection Act in 1998. Debbie told my sister she was threatened by the F.B.I. regarding Bill Moeshey of the Pittsburgh Post Gazzette. Both Debbie And Leslie Taylor withdrew immediately and we sought the help of Senators Charles Schumer, Orin Hatch and Patrick Leahey. I have attached the copies of complaints that disappeared as Exhibits B, C & D. Leslie Taylor stated that the only documents in the file on this vendetta were the investigation and complaints filed against McBride with Bill McCollum as head of the Congressional Judiciary Committee in 1997 (see exhibits E, F, G & H). In my motion before Judge Friedman (Exhibit A), I asked him to contact the Attorney General, John Ashcroft to appoint a Special Prosecutor to investigate the cover-up as well as the investigation of the vendetta.

ISSUE TWO: Nicole Sherwood told Patricia Wellspeak that the letter to Judge Friedman and attached evidence filed with his court on August 2, 2001 was missing and no record that the Judge received them. Has the cover-up spread to the Palm Beach Court House. I have attached the letters to Judge Friedman as Exhibits I, J, K, L & M. I have also attached copies of letters I sent to you Judge Ryskamp on December 8, 2000 and January 20, 2001 (Exibits N & O), in the event that these letters also disappeared and you never saw them. I have asked Judge Friedman to contact the U.S. Postal Authorities. The letters to both you and Judge Friedman had attachments which are attached as Exhibits S to U.

ISSUE THREE: EXTORTION by Patrick Scott in order to collect over \$ 250,000 in fees on a case he admits that would probably yield him nothing if the government lost. I notified three Palm Beach County Sheriff Deputies of the Extortion and threats to Adam Brown. They in turn copied, read and mailed the January 20, 2001 letter to you that disclosed the threats and extortion. In the Case Law from the 11 th Circuit (United States v. Myat Maung- Nos. 00-10296 and 00-14669) the restitution order should be reversed. The complete case law is in my letter to Judge Friedman October 26, 2001 (Exhibit J).

ISSUE FOUR: I am informed this case is similar to the James Fowler Case before your court. There were numerous threats against family members, the government forensic witnesses lied and ran a fraud on the court. If the case was NOT a vendetta and a fraud on the court, as I have charged the complaints (Exhibits A, B, C & D), then the government would simply produce any other check for the \$ 250,000 principal payment Harber owed Linkous for Lot 11 in Bay Pointe, along with the back up documents listed in Exhibit I- items 1 to 7. The indictment is also a fraud, in that the public record of Martin County clearly shows that Dr. Walter Harber owns 100% of Bay Pointe Estates; and there is no transfer of that subdivision to him from the Bay Pointe Estates Land Trust. The land trust never owned it. Adam Brown does not have an interest in the property. There was never any profit. Former F.B.I. agent, Christopher Whitcomb, told MsNBC News on November 7, 2001 that the F.B.I. was the best in the world at dissecting the numbers, tracking money and forensic experts. Since Harber's business relationship with Linkous is their case, we must be greatly concerned with the massive planning in this vendetta, cover-up and extortion.

ISSUE FIVE: Grand Theft of \$ 2,000,000 collateral from the Turks and Caicos Government (See Exhibit Q). The only reason that the extortion was allowed to continue was outlined in my letter to attorney, Robert Critton on August 23, 2001 (Exhibit R). Because of the U.S. Trustee taking control of the Grand Turk Harbour Development Agreement, they are obligated to honor the security provisions of that agreement. These actions by Bell, McBride, Scott & Kapila have a very high cost to the People of the United States of America as outlined in my letter to Senator Charles Schumer on September 17, 2001 (EXHIBIT P).

Respectfully submitted,



Warren D. Johnson, Jr.
53225-004 Coleman Low
P.O. Box 879
Coleman, Florida 33521

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

UNITED STATES OF AMERICA

Plaintiff,

Case No. 98-8039-CR-Ryskamp

v.

WARREN D. JOHNSON, JR.

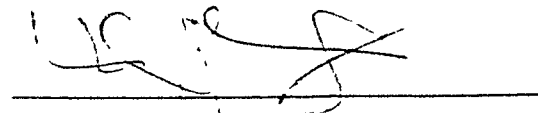
Defendant

NOTICE OF FILING

COMES NOW the Defendant, Warren D. Johnson, Jr. and hereby gives notice of filing the following:

1. Pro-Se Motion to refer the investigation of Fraud on the Court, a Vendetta, Cover-up and Extortion to the Attorney General of The United States and the Attorney General of the State of Florida.
2. Other Letters and Documents previously sent to Judges Friedman and Ryskamp from December 8, 2000 to Present.

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. Mail to Carolyn Bell, Assistant U.S. Attorney this 16th day of November, 2002



WARREN D. JOHNSON, JR.

INDEX OF EXHIBITS CASE NO. 98-8039-CR-RYSKAMP MOTION -November 16, 2001

- A. DEBETOR'S MOTION TO OBJECT TO THE PAYMENT OF \$ 256,853.53 TO TRUSTEE'S DUE TO EXTORTION & DURESS IN OBTAINING THE SETTLEMENT AGREEMENT AND FRAUD ON THE COURT. OCTOBER 2001 Filed with Judge.
- B. COMPLAINT AGAINST ASSISTANT U.S. ATTORNEY Carolyn Bell and F.B.I. Special Agent Michael McBride- filed with O.P.R. September 2000.
- C. COMPLAINT filed with Congressman John P. Murtha's office July 26, 2000
- D. COMPLAINT filed with the ACLU- July 2000.
- E. Complaint against McBride filed with Aaron Sanchez, F.B.I. March 10 1997.
- F. Letter sent to Robert Newman, F.B.I. in 1993 exposing the Vendetta.
- G. Letter to Robert Furr, attorney (March 10, 1994) offering Bay Pointe Estates to U.S. Trustee Kapila.
- H. Letter to Marta Singerman, attorney (September 1, 1994) offering Bay Pointe Estates to U.S. Trustee Kapila at less than cost a 2nd. time
- I. Letter to Judge Friedman November 15, 2001.
- J. Letter to Judge Friedman October 26, 2001.
- K. Letter to Judge Friedman October 10, 2001.
- L. Lloyd Minear letter to John Ashcroft- Warren D. Johnson, Jr. family history- Affidavit of Lloyd O. Minear (February 22, 2001)
- M. Letter to Judge Friedman August 2, 2001.
- N. Letter to Judge Kenneth Ryskamp January 20, 2001.
- O. Letter to Judge Kenneth Ryskamp December 8, 2000.
- P. Letter to Senator Charles E. Schumer September 17, 2001.
- Q. Letter to Atlas Transfer Corporation August 17, 2001 to expose - the attempted theft of collateral from the Turks & Caicos Government.
- R. Letter to Robert Critton, Attorney August 23, 2001, that lists the threats against my family.
- S. Copy of a MOTION FOR AN EMERGENCY HEARING sent pro-se to Judge Ryskamp as an attachment to the January 20, 2001 letter.
- T. Complaint to HOLD RAY LOESCHE, THE BONDHOLDERS, HOLLAND & KNIGHT AND THE FEDERAL GOVERNMENT IN CONTEMPT OF COURT FOR VIOLATION OF THE ORDER OF DISCHARGE BY JUDGE FRIEDMAN.
- U. COMPLAINT against Corrine B. Calvasina, Certified Public Accountant, 6755 S. Kanner Highway, Stuart, Florida 34997

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA

In re:

Case No. 92-33339-BKC-SHF

WARREN DOUGLAS JOHNSON, JR.

Chapter 7

Debtor

DEBTOR'S MOTION TO OBJECT TO THE PAYMENT OF \$256,853.53
TO TRUSTEE'S COUNSEL DUE TO EXTORTION & DURESS IN
OBTAINING THE SETTLEMENT AGREEMENT AND FRAUD ON THE COURT

Warren Douglas Johnson, Jr. pro-se debtor, files this motion in opposition to the payment of legal fees that would reward the trustee's counsel for criminal behavior in the form of threats to have Adam Brown indicted if he and the Johnson family did not turn over their legally purchases assets in the aforesaid Settlement Agreement. No balanced presentation of the facts of this case is possible without first putting into context the following history of Bay Pointe Estates. Dr. Walter Harber purchased two riverfront lots in Bay Pointe Subdivision under a resolution for an agreement for deed in 1982. He paid approx. \$ 50,000 per year interest for five years plus \$ 20,000 for a seawall and backfill plus \$ 250,000 principal on March 23, 1994 from his sale of property to Dexter Yeager. In 1988 Dr. Harber brought Jim Lindsey to Bay Pointe for the express purpose of buying two more riverfront lots in the Bay Pointe Estates subdivision, which was an extention of the original Bay Pointe. Harber and Lindsey each pulled dock permits that were issued by two state and one federal agency in 1988. The contract for these lot purchases was a exhibit in the Johnson v. Fercal trial; attested to by Alfredo Sanchez who also pulled dock permits for the lots he and his family wanted to retain. He and his brother also were issued dock permits in 1983.

EXHIBIT A

V-7

1172

Dr. Harber bought Bay Pointe Estates on November 1, 1991 from Adam Brown, who purchased the property from Kenneth Ferrari, President of Fercal, Inc. Warren D. Johnson, Jr. never owned the property. The public record of Martin County shows the following; the doc stamps for Harber's lot purchases recorded in 1986 show total consideration to be \$ 500,000; Harber owned 100% of the Bay Pointe Estates lots as of January 11, 1994 and no record of the Bay Pointe Estates Land Trust was ever recorded or used. Both Harber and Linkous told McBride of the F.B.I. on approx. September 14, 1998 that the \$ 250,000 was to pay the principal for a lot previously deeded by Linkous to Harber. Harber's tax returns will show that he wrote off as interest, improvements and principal a total of approx \$ 520,000 total, which included the \$ 250,000 principal payment on March 23, 1994. Let the F.B.I. produce cancelled checks for these amounts that do not include the \$ 250,000 principal payment of March 23, 1994. They can not. Nor can they produce any of the documents and reports that were required by the Bay Pointe Estates Land Trust document. They don't exist, nor does any deed to the road, lake or common property that would have been deeded to the Bay Pointe Estates Property Owner's Association of Palm City, Inc. It was not used either.

-

The initial driving force of the government's case was the sister of an F.B.I. agent, Corrine B. Calvassina, the back half of Fercal, Inc. and Ray Loesche, the President of Bay Pointe. Ray Loesche continued to sue me for two years after I was discharged and secretly made a tape of the history of this entire vendetta.

The government's misconduct in this case is so grossly shocking and

outrageous as to violate the universal sense of justice, when it turns upon the totality of the circumstances, and review is de novo. In the historical summary by Trustee's counsel (Page 5-lines 36-42) and (Page 6-lines 1-3), he fraudently states that I sold the option contract for less than its true value. The jury verdict gave me a total value of the option contract of \$ 50,000. Its part of the record. My tax returns and the closing documents, along with my 2004 depositions, all show that I was paid over \$ 86,000 for an option contract that would expire in 24 hours, when I sold it and it became worthless. Harber and Lindsey were only buying property they agreed to buy in 1988, three years earlier. Al Sanchez would not buy the lots in a raw undeveloped state. He even refused to close after the lots were platted. This sale of an option contract to develop land was in my ordinary course of business and not listed under advise of counsel, but I did however bring it up at the first 341 creditor's meeting. I have a statement signed by Loesche that had I tried to hide it, he would have remembered. Also, the Trustee asked me if it was reflected on my 1991 tax return. I said it was and I sent him a copy of my tax returns for 1990 & 1991. It is the reason the trustee has them on file.

In this case there has been a substantial threat and a pattern of widespread and continuous misconduct. Adam Brown was threatened in December 1992 after the Stuart Boat Parade by F.B.I. agent David Von Holley, thru Dr. Randy Hansbrough and Tom & Brenda Benda. McBride then threatened Adam Brown in 1997. Full reports were made to the F.B.I. in 1993 and 1997 along with a complaint to the Judiciary Committee.

In 1997 the Judiciary Committee under Congressman Bill McCollum and Paul McNulty were not been able to police the ethical misconduct of the government's agents or deter further misconduct by them in the future. After Judge Ryskamp ordered Leslie Taylor of the Office of Professional Responsibility to investigate our charges, she was immediately removed from the case and appeared so shaken that we believe she was threatened by the CLUB at the F.B.I. She did tell us that the two complaints filed with the O.P.R. in January and September 2000 had disappeared.

It is not acceptable for the government agents to break the law and it is not acceptable for the court to condone or sanction such behavior. There was no crime by myself and I was not predisposed to commit the crimes for which I was indicted. If Harber had actually given me money, it would have been because I worked for him on four different deals between 1993 and 1996. Bay Pointe Estates was offered to the trustee twice in 1994 by Harber's realestate broker. I sent a letter to the trustee, which included my letter of employment. The trustee was offered Bay Pointe Estates at Harber's cost. He did not want the property and Marta Singerman told Les Osbourne to have us stop sending them letters. I was never paid for my considerable work on the project due to interference by McBride.

I was never given due process or allowed to represent myself as per my 6 TH. AMMENDMENT CONSTITUTIONAL RIGHT. In the Bible, Book of Mark, chapter 13- verse 11 states "But when you are arrested and stand trial, don't worry about what you will say in your defense. Just say what G-D tells you to. Then it is not you who will be speaking, but the Holy Spirit

Under the due process standard, there is simply no other way to characterize the government's misconduct in this case other than labeling it "shocking and outrageous". Even that may not go far enough, however, as the facts of this case are so compelling that they virtually speak for themselves. On count two I was convicted of loan extension fraud, where the testimony showed the Financial Statement in question, dated January 2, 1991 was a copy. The banker had only met me once in a prior year. The bank requested the statements from George Janke in the past. The loan was last extended 6 months prior to the statement. The bank rejected that statement on three separate occasions in writing. I stopped a written request to extend the loan. The bank said it must have a written request by me to extend the loan, and they never received said written request from me. The bank had at least four conditions to meet in order to extend the loan, which included approx. \$ 39,000 of prepaid interest, which I never sent. THIS COUNT IS JUST AN EXAMPLE OF THE GOVERNMENT'S FRAUD ON THE COURT.

If this case does not fit the definition as to what government misconduct is so "shocking and outrageous as to violate the universal sense of justice", then these terms are reduced to mere judicial locutions. Didn't King David write in Psalms 82, verses 1&2; G-d presides over Heaven's Court; he pronounces Judgement on the Judges: " How long will you Judges hand down unjust decisions? How long will you shower special favors on the wicked ?"

I ask the court to do the following:

1. Withhold any payment under the Settlement Agreement. since it was signed by my family under Duress, and the court as well as John Ashcroft. the Attorney General were both notified by myself and attorney Angela

Morelock that the proposed Settlement Agreement was extortion and duress.

2. Refer this case to the Attorney General of the United States with a recommendation for a Special Prosecutor to conduct a criminal investigation of the activities of McBride, Bell, Calvasina, Loesche, Rostky and Baruch as to these matters.

3. Have the Special Prosecutor's investigation co-ordinate with the hearings and investigations of Senator Charles Schumer, Senator Orin Hatch and Senator Patrick Leahy as to the matters of this case.

4. Upon verification of the documents itemized by myself and held by the Martin County, Florida records, the Martin County Building Dept., the I.R.S. and copies of Harber's bank checks to Linkous Corporation, I and my family would expect some relief from the court. These documents will prove our enemies are in fact in contempt of my order of discharge granted March 29, 1993 by this honorable court.

Judge Ryskamp has already agreed that if the government ran a fraud on the court and withheld evidence, that I could recover financial damages.

As to the criminal activities of my enemies, in the hearings to confirm John Ashcroft as Attorney General, he assured the Senators that he would not be soft on civil rights violations. The new head of the F.B.I. told the Judiciary Committee that " the F.B.I. had lost the trust of the American people in the system of justice and that he would open the files for full disclosure and prosecute any criminal activity by his agents."

MOTIVE FOR EXTORTION

Patrick Scott knew my conviction would be overturned when we actually got to present the evidence. Harber and Linkous never got to testify. Harber never told Lindsey what he was doing and agreed to simply give Lindsey his money back, which is probably why they never used the Bay Pointe Estates Land Trust. There was never any profit in the deal and Adam Brown was not paid the \$ 250,000. The entire indictment is a fraud on the court. The government has extorted assets that did not even exist prior to my bankruptcy October 2, 1992. These assets were purchased by others with their funds. The governments forensic expert ran a fraud on the court with his chart of canceled checks that extended well beyond november 1994, after which Dianne Johnson had expended all the funds in question. Not one cent went into Ice Ban from the funds in question. Patrick Scott told attorney David Finegold that he had a large note at a bank and he needed to be paid on this case. Carolyn Bell told attorney David Finegold that she had a very weak case. Judge Ryskamp said at the sentencing hearing that my big mistake was driving all those luxury cars, while all the jury members drove old cars. That's why they convicted me.

I have always been bothered by the sale of the lawsuit against the bondholders that would have paid my legitimate creditors. Janke went on to sue on a much weaker case and was offered over THREE MILLION DOLLARS plus attorney fees prior to the last trial. The U.S. Trustee sold the case when he was not paying one cent for legal costs or expenses. We had fine counsel, Robert Critton, who told the court that he valued the case at approximately Ten Million dollars.

The trustee sold the case to the very bondholders that we were suing for \$ 25,000 and never gave my creditors one cent. The trustee later admitted at my criminal trial that he never read one word of my 2004 deposition and he never looked at one file of the nine boxes of my files that he took as trustee property. Then years after my discharge the trustee allows the bondholders to refile their claim against me, and NEVER NOTIFIED ME. Is this the smoking gun ? Is there any connection between Bill McBride who ran Holland & Knight with Mike McBride who ran this vendetta against our family ? Is there any connection between U.S. Attorney Thomas Scott who indicted me and Patrick Scott, the attorney for the trustee . They have taken 15 depositions and gathered one hundred thousand pages of documents. The trustee's former counsel did nothing when we had a great case of lender liability and fraud against them. Patrick Scott even threatened to investigate my family for being able to pay their lawyers.

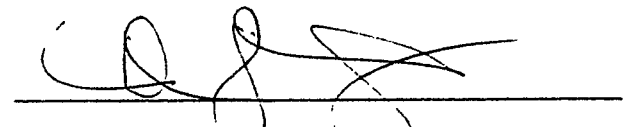
This case reveals the exact type of pattern of wide spread and continuous misconduct which this court's powers were meant to deter.

Pursuant to this court's supervisory powers as a means of maintaining judicial integrity, policing the ethical misconduct of the government agents, and deterring further misconduct by them in the future, I ask that you take all remedial action within your power, and I would simply ask the following question: If not this defendant, then who ? If not now, then when ?

Under our rule of law, the U.S. Federal Bankruptcy Judges are given broad powers. The vendetta itself along with Ray Loesche suing me for two years after discharge are contempt of court.

Since the charges are bankruptcy fraud over a \$ 250,000 payment Dr. Walter Harber made to Linkous, shouldn't this court be interested in the real evidence of that business deal and whether certain parties have abused the system and made a mockery of your court. I will be glad to present evidence in your court, Senate hearings and before a Grand Jury. The last thing the court should do is to consider paying Patrick Scott for extortion.

Respectfully submitted,



Warren D. Johnson, Jr. pro-se
53225-004 Coleman Low
P.O. Box 879
Coleman, Florida 33521

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of this motion was mailed this _____ day of October, 2001 to Patrick Scott, 111 Southeast 12 th Street, Suite B, Fort Lauderdale, Florida 33316; Soneet R. Kapila, 1000 S. Federal Highway, Suite 200, Fort Lauderdale, Florida 33316; Office of the U.S. Trustee, Federal Building, Room 1204, 51 S.W. 1 st. Avenue, Miami, Florida 33130; David Finegold, 3300 PGA Blvd., Suite 410, Palm Beach Gardens, Florida 33410-2810; Robert D. Critton, Jr., Burman, Critton & Luttier, 712 U.S. Highway One, Suite 300, North Palm Beach, Florida 33408; James L. Eisenberg, One Clearlake Centre, 250 Australian Ave. S. Suite 704, West Palm Beach, Florida 33401; Leslie Gern Cloyd, Berger Davis & Singerman, 350 E. Las Olas Blvd., Suite 1000, Ft. Lauderdale, Florida 33301; Atlas Stock Transfer Company, 5899 South State Street, Salt Lake City, UT. 84107; Louis Isakoff, Robertson Asset Management, 977 Centerville Turnpike, SHB 202, Virginia Beach, VA 23463

Patricia Wellspeak for

Warren D. Johnson, Jr. pro-se
53225-004 Coleman Low
P.O. Box 879
Coleman, Florida 33521

COMPLAINT AGAINST ASSISTANT U.S. ATTORNEY Carolyn Bell and F.B.I.
Special Agent Michael McBride in case 98-8037-CR-RYSCAMP
UNITED STATES DISTRICT COURT- SOUTHERN DISTRICT OF FLORIDA-NORTHERN

COMPLAINT- In the above referenced trial of the U.S. v Warren D. Johnson, Jr., the government thru Ms. Bell and Michael McBride ran a FRAUD on the COURT, withheld EVIDENCE and MISLED the JURY.

THE FRAUD ON THE COURT was as follows-

Bell and McBride well knew that the \$ 250,000 Dr. Walter Harber paid to Linkous Corporation on March 23, 1994 was owed by Harber to Linkous for the principal payment on a riverfront lot in the Bay Pointe Subdivision and was NOT a hidden asset of Warren D. Johnson, Jr.

PROOF OF BELL & McBRIDE FRAUD ON THE COURT-

On or about September 9, 1998 Jerry Linkous, President and sole owner of Linkous Corporation had a meeting with Robert Adler(the Public Defender), Joe Carmack (Investigator) and Warren D. Johnson, Jr. Linkous told Adler, Carmack & Johnson that Harber had only paid Linkous a total of \$ 270,000 prior to the March 23, 1994 payment of \$ 250,000 which was a principal payment for a riverfront lot. Adler, Carmack & Johnson then got Harber on a conference call and confirmed that Linkous had indeed deeded two riverfront lots to Harber in the Bay Pointe Subdivision. Harber told us that he paid Linkous \$ 50,000 per year for five years plus \$ 20,000 for a seawall and backfill. The \$ 250,000 paid March 23, 1994 was the principal payment for a lot Harber recently sold to John Pierra for \$ 550,000 but had never paid Linkous for. Bell and McBride had a meeting with Linkous on or about Monday September 14, 1998 to confirm that the \$ 250,000 payment was for a riverfront lot. Bell and McBride then did a telephonic interview with Harber at his home in Johnson City,

Tennessee after the meeting with Linkous. BOTH 302 F.B.I. FIELD ~~R~~EPORTS of the interviews with Harber and Linkous were withheld or destroyed. Bell and McBride well knew from the deed and doc stamps which are attached to this complaint, show that the two riverfront lots (11 & 12) of the Bay Pointe Subdivision sold to Harber for \$ 500,000 principal. Bell and McBride also knew from Harber that the approx. \$ 50,000 per year paid to Linkous was for Interest only on a resolution for an Agreement for Deed. This was clearly reflected on the tax returns filed by Harber with the I.R.S. from 1982 to 1986. Bell and McBride also knew that the Principal payment of \$ 250,000 was reflected in the sale of lot 11 to John Pierra in the 1992 tax return Harber filed with the I.R.S. by mid 1993. On that tax return Harber listed his basis cost at \$ 250,000 plus the \$ 20,000 for the seawall and the association dues paid to the property owners association. In the investigation of this payment, the F.B.I. would check at least three items (1. Public Record, 2. Tax Returns and 3. Canceled Checks). IF HARBER HAD NOT MADE THIS PRINCIPAL PAYMENT TO LINKOUS, HE WOULD HAVE BEEN GUILTY OF TAX FRAUD. In order for Bell and McBride to disbelieve Harber and Linkous on Monday, September 14, 1998, they would simply produce canceled checks from Harber to Linkous from 1982 to March 23, 1994 in the amounts of a total of \$ 770,000 (interest shown on Harber's tax returns @ approx.\$250,000 plus \$ 500,000 principal-per deed & doc stamps, plus \$ 20,000 for the seawall). THE ENTIRE GOVERNMENT CASE WAS A FRAUD. Bell & McBride kept Harber in a windowless room in the court house while Johnson was on trial from Monday, November 9, 1998 to Friday, November 13. This stress would cause Harber's memory loss to occur as Bell and McBride well knew. Each day they would tell Harber that they would call him to testify. When they finally told him that he would not

be called to testify, he got lost and his family didn't know where he was for one week. Bell and McBride knew Harber had not only lost his memory in the past from the stress of a divorce, but also lost his license to practice medicine. He could not remember to keep up his charts on patients. The F.B.I. kept coming back to question Harber about deals that were ten years old and he could not remember. Jim Lindsey testified that he and Harber did 200 Million Dollars per year business. Harber has stated the F.B.I. twisted his words and didn't want to know the truth.

In the TRIAL TRANSCRIPT (TT)- page 1173- line 3, Adler told the Judge the government has made misrepresentations to the jury. The Judge responded on page 1179- line 2, "If you can establish later on that that the government has withheld evidence or misled the jury, that's a pretty serious accusation and I will deal with that latter on."

Johnson waived his right to a jury trial on Count 8- Restitution. This issue was referred back to Federal Judge Friedman's Bankruptcy Court for a trial on restitution which is set for October. Much of Johnson's defense will center on this vendetta. THIS VENDETTA IS A VIOLATION OF MY DISCHARGE IN BANKRUPTCY ISSUED March 29, 1993 by JUDGE FRIEDMAN.

HISTORY OF THE VENDETTA - The history of this vendetta is fully outlined in two letters to the F.B.I. (9/9/93 & 10/10/97) and a complaint filed with congressman Bill McCollum of the House Judiciary Committee, as well as their legal consul, Paul McNaulty (O) 202-225-3926. A summary is as follows- I sued a land contract for Bay Pointe Estates against Corrine Calvasina (Fercal, Inc.) who was an F.B.I. agent's sister. She told two people she would get me thru her brother. The Vendetta was joined by Ray Loesche and bondholders led by Merrill

Lynch, Prudential, Dryfus & Stein Roe. In a fax dated December 28, 1992 from Ray Loesche to attorneys for the bondholders, Loesche⁷ outlined their game-plan.

1. The bondholders and Loesche would take Johnson's 2004 depositions.
2. The bondholders and Loesche would file civil adversarial actions in Judge Friedman's court.
3. The bondholders and Loesche would then withdraw their civil actions.
4. Loesche had met with the F.B.I. (POWERS THAT BE) and would take care of Johnson criminally. (F.B.I. Agent Ray Thuman and Loesche both denied that Calvasina or Loesche filed a complaint with the F.B.I.) Attorney Patrick Scott has revealed that to be a lie.
5. Loesche continued to sue Johnson for two more years after Johnson was discharged by Judge Friedman. Johnson eventually paid Loesche off with 30,000 shares of Ice Ban America, Inc. stock and bought his interests in the Preserve at Palm Aire (ACLF).

JOHNSON ATTEMPTED TO PAY HIS LEGITEMATE CREDITORS AFTER HIS DISCHARGE

Johnson reopened his bankruptcy after he was discharged, purchased the rights to sue the bondholders from the trustee (Kapila) for a consideration of \$ 5,000 and hired Bob Critton of Burman & Critton as outside consul to file the action just days before the statute of limitations expired. Johnson assigned twenty five percent of the proceeds to the bankruptcy estate to pay legitimate creditors. The trustee breeched his fiducary duty to Johnson's legitimate creditors along with his contract with Johnson, by selling the lawsuit to the very people Johnson was suing (Merrill, Lynch et.al.) The trustee had no reason to sell a case worth millions for \$ 25,000, since he never gave Johnson's creditors one cent. Janke, who was co-plantiff with Johnson, continued with an inferior lawsuit and was offered over THREE MILLION DOLLARS plus LEGAL FEES to settle the case at trial.

HISTORY OF BAY POINTE ESTATES

Johnson won a jury trial that gave him approx. 40 days to purchase land under an option contract that the jury valued at \$ 50,000. The striking price of the option was \$ 475,000 less a \$ 25,000 credit. Johnson sold his option one day before it became worthless for over \$ 86,000 to Adam Brown of Waterfront Properties. This was disclosed over fifteen times in Johnson's 2004 deposition. Fercal, Inc. sold the property to Adam Brown for \$ 450,000. There was an outstanding contract to sell the riverfront lots to Alfredo Sanchez, Walter Harber, Jim Lindsey and George Sanchez, all who had received dock permits three years earlier. The Option called for the purchaser to also pay for the cost of improvements and platting. It is very interesting to note that after Johnson won this lawsuit, he offered the property to the bondholders for the purchase price, platting and development costs. Johnson's offer is an exhibit to the bondholder's lawsuit against Johnson in 1992, in which they did not want the property. This property was the subject of Loesche's civil suit which Johnson won. The property was twice offered to trustee Kapila on 3/10/94 and again 9/1/94. Marta Singerman, attorney for trustee Kapila told Les Osborne of Furr & Cohen that "THEY DID NOT WANT THE PROPERTY (OTTERS RUN & BAY POINTE ESTATES)." If the trustee would now like the property, let him pay the \$ 86,000 for the OPTION, get the OPTION extended from November 1, 1991 to November 1, 2000, pay the purchase price of the land as per the contract (\$ 450,000) plus the cost of platting and improvements on both parcels (EST. 6 MILLION).

JOHNSON SOLD 100% OF HIS OPTION CONTRACT. JOHNSON HAD NO HIDDEN INTEREST IN A PROFIT PARTICIPATION. JOHNSON WORKED FOR HARBER AND WAS NEVER PAID DUE TO THREATS BY McBRIDE AFTER JOHNSON'S DISCHARGE IN BANKRUPTCY. ALL IN VIOLATION OF JOHNSON'S CIVIL RIGHTS.

NOTES FROM TRIAL TRANSCRIPT

	<u>Page</u>	<u>Line</u>	
1.	237	15-18	THE COURT: sounds like a civil case..
2.	531	5-11	THE COURT: I have often wondered what would happen if we tried a civil case with criminal lawyers and I am finding out right now, and it's a disaster..... Both sides seem to be trying to waste as much time asking irrelevant questions. In almost three days, I have heard less than half an hour of relevant testimony in this case.
3.	531	20-25	THE COURT: I understand. This jury is totally lost. You have reams and reams of pages dealing with concepts they don't understand and we have lost sight of the fact that this is supposedly a case about hiding assets from a bankruptcy. I haven't heard any of that today yet. All I am hearing is about a transaction that isn't even in the indictment. This whole retirement center isn't even mentioned in the indictment.
4.	532	4-6	You don't have to show why, just show that he did it. We are going to try every transaction, every piece of property he ever had ? This case is going nowhere
5.	1173	3-6	Mr. Adler: Judge, the whole charge here is Mr. Johnson concealed something in this bankruptcy. The government is aware, and I believe they have made misrepresentations to this jury
6.	1179	2-5	THE COURT: If you can establish later on that the government has withheld evidence or misled the jury, that's a pretty serious accusation and I will deal with that latter on.

CONCLUSION: These were civil issues which were filed in the bondholder's and Loesche's adversarial cases in Judge Friedman's court. Judge Friedman told me if anyone so much as picked up the phone and suggested I still owed them money, he would hold them in contempt of court. THIS VENDETTA CONSTITUTES MORE THAN A SUGGESTION. LETS HAVE JUDGE FRIEDMAN HOLD A HEARING ON THE CONTEMPT OF COURT ISSUE PRIOR TO WASTING MORE TIME ON RESTITUTION ISSUES WHICH WILL BE DROPPED OR OVERTURNED ON APPEAL.

Privacy Act Form

Date July 26, 2000

The Honorable John P. Murtha
U.S. House of Representatives
Post Office Box 780
Johnstown, Pennsylvania 15907-0780

Dear Congressman Murtha:

I hereby authorize you to intervene on my behalf concerning ~~my~~ VENDETTA run by the
F.B.I. and Justice Department in case 98-8039 CR RYSKAMP - attached

I understand that you must have my authorization to take action on my behalf due to the Privacy Act of 1974 which went into effect September 27, 1975. I also understand that this authorization is for my own protection to prevent anyone from seeing my record except any individual I approve.

Warren D. Johnson, Jr.

Signature



(All women must sign their own names, i.e.,
"Mary Doe", and NOT "Mrs. John Doe".

Name* Warren D. Johnson, Jr. % Dianne Johnson
(Please Print)

Address 511 S.W. Bay Pointe CircleCity Palm City State Fl. Zip 34990Telephone (561) 286-0886 or 561-285-9353

NOTE: We need your SSN only if your problem is with the Social Security Administration, Internal Revenue Service or Veterans Administration. We need your VA Claim Number or military service information only if your problem involved the VA or your service.

Social Security Number 054-34-8545

VA Claim Number _____

Military Service Number _____

Rank / Duty Station _____

-- Please Also Complete Page 2 --

EXHIBIT C

Name _____

Congressman Murtha's Privacy Act Form

Nature of Problem: Assistant United States Attorney Carolyn Bell presented a case before the court that was totally false and misleading F.B.I. 302 Field Reports were either destroyed or withheld that would have proved my innocence. The case involved a payment of \$ 250,000 by Dr. Walter Harber to Linkous Corporation. The U.S. Attorney and the F.B.I. well knew that Dr. Harber purchased two riverfront lots in the Bay Pointe Subdivision from Linkous for \$ 250,000 each and never paid the principal on Lot 11, until March 24, 1994. All previous payments at approximately \$ 50,000 per year from 1982 to 1986 were for interest only, except for \$ 20,000 for a sea-wall and backfill.

PROOF: 1. Martin County, Florida Public Record showing Deed & DOC Stamps which show a purchase price of \$ 500,000 for both lots

2. Dr. Harber's Tax Returns for 1982 to 1986 which will show interest paid on the resolution for agreement for deed. The property was Platted in 1984 and the deed to Harber was recorded in 1986, with the principal still due Linkous.

3. Dr. Harber's cancelled checks will clearly show he only paid the interest in the amount of approx. \$ 250,000 plus \$ 20,000 for a sea-wall & backfill, prior to the principal payment March 24, 1994 in the amount of \$ 250,000 for which I was indicted. Dr. Harber sold Lot 11 to John Pierra for \$ 550,000 in 1992 and reported his capital cost at the \$ 250,000 (Principal) plus sea-wall and association dues. This is proved by Dr. Harber's Tax Return for 1992.

Count II of the indictment was for Loan Extension Fraud. The U.S. Attorney well knew that the financial statement in question was only a copy sent to the bank by a third party, was rejected by the bank three times and the loan was not extended. We are in the process of exposing the wrong doing and would ask your assistance in an investigation.

This case is now before Steven H. Friedman, United States Bankruptcy Judge, Southern District of Florida - Case No. 99-3143-BKC-SHF-A.

ATTORNEYS WITH PROOF OF THE VENDETTA include the following:

1. Robert Critton, Jr. of BURMAN, CRITTON & LUTTIER

712 U.S. ONE - Suite 300, North Palm Beach, Florida 33408-4588
phone 561-842-2820

2. James L. Eisenberg, Esq.

250 Austrailian Avenue South - Suite 704
West Palm Beach, Florida 33401
phone 561-659-2009

3. David Finegold, Esq.

330 PGA Blvd. - Suite 410
Palm Beach Gardens, Florida 33401

4. Leslie Gern Cloyd of Berger, Davis & Singerman

350 East Las Olas Boulevard
Ft. Lauderdale, Florida 33301

These attorneys are involved in the restitution issues and will take the appropriate despositions of Harber, Linkious et. al. and would like to expose this vendetta with your help. The U.S. Attorney indicted me on charges that they knew I was not guilty of; they put me on trial and ran a fraud on the court to convict me. This is the time to expose them.

COMPLAINT FORM

MAIL TO:

ACLU OF FLORIDA

Attn: Screening Committee
3000 Biscayne Blvd. Suite 215
Miami, FL 33137

Telephone: (305) 576-2336
Website: www.aclufi.org

ACLU OFFICE USE ONLY
Date Received
Complaint #
County
Chapter
Disposition

IMPORTANT: Before completing the form, please read both sides carefully. Please TYPE or PRINT CLEARLY. Form must be dated and signed where indicated.

IF YOU ARE A PRISONER OR DETAINEE who has a complaint concerning the conditions of your confinement or detention, you must exhaust all grievance procedures before contacting us. Please provide us with a complete set of copies, not originals, of grievance filings and decisions.

1. COMPLAINANT INFORMATION:

NAME: (last) JOHNSON, JR. (first) WARREN (middle) DOUGLAS

ADDRESS: 53225-004 Coleman Low Prison- P.O. Box 879

CITY: Coleman, Florida 33521-0879

DAYTIME TELEPHONE: (661) 785-9353 Dianne (wife)

(315) 699-9413 Patricia Wellspeak

2. MY COMPLAINT IS AGAINST THE FOLLOWING

If more than one person or agency, provide additional information on a separate sheet.

NAME: (last) BELL (first) CAROLYN (middle)

GOVERNMENT AGENCY: Assistant U.S. Attorney

ADDRESS: Southern District of Florida

CITY: West Palm Beach, Florida

DAYTIME TELEPHONE: () Unknown

MAY WE CONTACT THIS PERSON? (X) Yes () No

3. DATE OF GOVERNMENTAL ACT GIVING RISE TO YOUR COMPLAINT: INDICTMENT 3/24/98
The vendetta has run since 1989, since I sued Calvasina's Fercal, Inc.
4. WITNESS(ES) OR PERSON(S) WITH INFORMATION REGARDING YOUR COMPLAINT (If any):
If more than one person, provide additional information on a separate sheet.

NAME: (last) LINKOUS (first) JERRY (middle) P.

ADDRESS: 8713 Thousand Pines Circle

CITY: West Palm Beach STATE: Florida ZIP: 33411 COUNTY: Palm Beach

DAYTIME TELEPHONE: () EVENING PHONE: (561) 792-6150

MAY WE CONTACT THIS PERSON? ☒ Yes () No

5. HAVE YOU FILED A COMPLAINT WITH ANY OTHER AGENCIES?: ☒ Yes () No
If yes, please provide the following information:

AGENCY NAME: OFFICE OF PROFESSIONAL RESPONSIBILITY

ADDRESS: U.S. Dept. of Justice

CITY: Washington STATE: D.C. ZIP: 20530 COUNTY:

TELEPHONE: () DATE COMPLAINT WAS FILED: 10-17-2000

6. ARE YOU REPRESENTED BY AN ATTORNEY IN THIS MATTER?: ☒ Yes () No
If yes, please provide the following information:

* Attorneys are forced to quit case for non-payment- see attached letter

ATTORNEY'S NAME: Robert Critton

TELEPHONE: (561) 842-2820

7. HAS A CRIMINAL OR CIVIL LAWSUIT BEEN FILED AGAINST YOU OR ON YOUR BEHALF?:
☒ Yes () No — If yes, please provide the following information:

CASE TITLE: United States of America v. Warren D. Johnson, Jr.

CASE NUMBER: 98-8039-CR-RYSKAMP DATE OF FILING:

COURT WITH JURISDICTION: Southern District-FL. JUDGE: RYSKAMP

OPPOSING COUNSEL: CAROLYN BELL

CURRENT STATUS OF THIS CASE: upcoming trial for restitution 1192

in Judge Friedman's court- Case No. 92-33339-BKC-SHF, which
V-27 must be completed prior to appeal or completion of sentencing.

8. COMPLETE DESCRIPTION OF COMPLAINT: (please type or print legibly)
On this or a separate sheet, describe IN DETAIL the events that led you to file this complaint. Please attach photocopies (not originals) of any relevant documents.

The complaint has been sent under separate cover by Patricia Wellspeak
(315-699-9413) along with proof of the vendetta. In addition to the
documentation sent, we have substantial documentation as to the following:

1. Major witnesses for the prosecution committed perjury.
2. Several F.B.I. 302 Field Reports were destroyed or with-held.
3. Carolyn Bell lied to the court in order to inflame the Judge and Jury.
4. Carolyn Bell told the court that Johnson had assigned a contract to
his father on a land deal on Jupiter Island in 1978, which was a lie.
5. Carolyn Bell knew that Warren Johnson, Sr. had paid Mark & Kelly
Johnson \$^{9,000}~~20,000~~ each (recorded on his tax returns), but she lied to
the court by telling them it was 20 million hidden in a trust.
6. Carolyn Bell lied to the court by telling them that there were many
Johnson grand- children. Paul & Jeff Johnson did not have their
children until years later. Patty has no children & trusts were
promised from the Pratt/ Smith family for college for the Pratts.
7. Paul Johnson worked on Warren Johnson, Sr. house and told the F.B.I.
agent of the vendetta. The 302 Field Report was destroyed or with-held.
8. Joan Thomson of Waterfront Properties was Warren Johnson, Sr. broker.
She gave two interviews to the F.B.I. and Carolyn Bell & her 302 F.B.I.

Reports were destroyed ATTACH ADDITIONAL SHEETS IF NECESSARY)

9. PLEASE STATE CLEARLY WHAT YOU WOULD LIKE THE ACLU TO DO FOR YOU:

EXPOSE THIS FRAUD ON THE COURT IN JUDGE FRIEDMAN'S COURT. BRING A SUA
SPONTE MOTION IN JUDGE RYSKAMP'S COURT BASED ON BRADY/ KYLES/ SMITH &
APPENDI. THIS CASE DID NOT MEET THE STANDARD FOR SUFFICIENCY OF THE
EVIDENCE. IT IS A MAJOR BRADY BREACH WITH CRIMINAL MISFEASANCE AND A
BIVENS § 1983.

March 10, 1997

Aaron Sanchez
Federal Bureau of Investigation
16320 N.W. 2 nd. Avenue
North Miami, Florida
305-944-9101

RE: Complaint Against Mike McBride

Dear Mr. Sanchez;

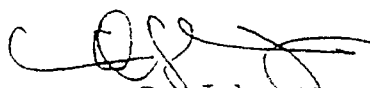
On September 10, 1993 Robert Newman, Agent in Charge received my letter outlining a vendetta against me, with Ray Loesche and Corrine Calvassina at the center.

Since that time the vendetta has continued with the following results:

1. Mike McBride has met with Dr. Walter Harber and threatened him against paying me for work performed for Bay Pointe Estates subdivision between 1994 & 1995, in violation of my civil rights and contrary to orders of the Federal Bankruptcy Court.
2. Mr. McBride has interfered with Dianne Johnson's purchase of lots in Bay Pointe Estates and other assets which the consul for the Trustee, Marta Singerman, Esq. told our consul Dianne Johnson was free to buy. See letters of March 10, 1994 & September 1, 1994. This is Tortious Interference with an advantageous business relationship..
3. Mr. McBride recently lied about who he was and threatened Adam Brown of Waterfront Properties at Adam Brown's office on Sewells Point.

These actions need to be examined in light of my previous letter and this vendetta should stop.

Yours truly,



Warren D. Johnson, Jr.
511 S.W. Bay Pointe Circle
Palm City, Florida 34990

EXHIBIT E

Robert Newman, Agent In Charge
Federal Bureau of Investigation
701 Clematis Street
West Palm Beach, Florida

RE: Warren Douglas Johnson, Jr.-Case No. 92-33339-BKC-RAM- Honorable
Robert A. Mark, United States Bankruptcy Judge, Claude Pepper Federal
Building, 51 S.W. 1 St. Ave., # 1517, Miami, Florida 33130-1401

Dear Mr. Newman;

It has recently been in the news about the I.R.S. personnel who have misused computer files of individual's personal information. Please find attached a copy of a fax sent by Ray Loesche in which Mr. Loesche states "I have been talking with powers that be regarding a criminal fraud action following this bankruptcy case....." I believe Mr. Loesche and his associates, who include Corrine B. Calvassina and her brother who is with the Internal Revenue Service, have used highly improper and possibly unlawful conduct to cause the Federal Bureau of Investigation to settle a vendetta that Calvassina and Loesche have against me. F.B.I

The Record in the above case shows the following:

1. On 10/1/92 Warren Douglas Johnson, Jr. filed the above petition for relief.
2. On 11/9/92, a Section 341 meeting of the creditors was conducted in front of Soneet Kapila, Trustee for the court.
3. On 12/18/92 a 2004 examination of myself was conducted for a full day by Holland & Knight, the largest law firm in the State of Florida with over 200 attorneys in the firm. The examination was attended by Ray Loesche and Gary Freedman, attorney for the court. I produced nine boxes of records which became the property of the court. Two separate objections were filed by Apex Municipal Fund, Inc., et. al. and Ray Loesche through his law firm Kohl, Bobko, McManus & Higgins, which is a well respected law firm.
4. On 1/5/93 the continued 2004 examination was conducted at the offices of Holland & Knight for two more days.
5. On 2/15/93 Ray Loesche through his law firm voluntarily dismissed his claim, Adversary Case No. 93-0020-BKC-RAM-A.
6. On 2/18/93 Apex Municipal Fund, Inc., et. al., through their law firm voluntarily dismissed its claim, Adversary Case No. 93-0026-BKC-RAM. All orders for dismissal were signed by Judge Robert A. Mark.
7. A discharge of Debtor was signed by Judge Mark on 3/29/93 and the case closed.

The proper forum for questioning my finances was the bankruptcy proceedings. Competent lawyers for both entities exhaustively questioned me and reviewed my documentation. Based on their discovery, they both voluntarily dismissed their claims and Judge Mark dismissed me.

I have received numerous calls from friends, business acquaintances and neighbors who have advised me of the F.B.I. investigation. Numerous people have referenced that disparaging remarks have been made about me by an investigator, which unfairly and unjustifiably defame my character. If Ms. Calvassina and Mr. Loesche wish to continue a vendetta, I will deal with it through my attorney, however, it is grossly unfair for you, under the guise of a government agency, to conduct an investigation which has no foundation.

Please provide me with any information which you have to suggest any improprieties or drop the matter.

Yours truly,



Warren D. Johnson, Jr.
511 S.W. Bay Pointe Circle
Palm City, Florida 34990

EXHIBIT F

CC: Robert Furr, Attorney, International Plaza, Suite 412, Boca Raton, Florida 33486
Robert Critton, Attorney, 712 U.S.1, Suite 300 North Palm Beach, Florida 33408

March 10, 1994

Robert C. Furr
Furr and Cohen, P.A.
Interstate Plaza, Suite 412
1499 West Palmetto Park Road
Boca Raton, Florida 33486

Dear Mr. Furr;

My wife Dianne is a Real Estate Broker with Waterfront Properties of Jupiter, Florida, which is currently brokering two realestate deals which I sold my interests in, late in 1991. She informed me that she has an interest in purchasing interests in those deals as follows:

1. A Debenture in the Limited Partnership of Retirement Facility at Palm-Aire, Ltd, which is payable in the event the partnership can recover in excess of the outstanding debt ahead of it in the amount of \$ 1,000,000; and a 30% interest in the partnership itself. The partnership has lost its realestate assets in a foreclosure action, but has an on going lawsuit/ counterclaim against the bondholders due to their breach of a settlement agreement and certain lender liability claims.
2. Lots in Bay Pointe Estates which were under contract to Alfredo Sanchez, who has failed to close.

Both of these deals have lawsuits pending, which makes them available on terms deals, since each respective owner wants to end the cash flow going to attorneys.

Dianne is willing to pay the respective owners more that I sold them for in 1991, but I thought they should be offered to the Trustee in my Bankruptcy case first, if they would like the Deals. My father is willing to lend Dianne the necessary funds to litigate and resell the Deals if she is sucessful.

The Retirement Facility at Palm-Aire lawsuit for the Partnership will be a parallel case to the one I just purchased from the estate in my Bankruptcy Case, so much of the cost of discovery can be shared by both cases. If the Trustee is interested, I will meet him at Tabas & Singermans' Office, 25 S.E. Second Ave Suite 919, Miami, Florida 33131 as soon as your office can set up a meeting.

Yours truly,



Warren D. Johnson, Jr.
511 S.W. Bay Pointe Circle
Boca Raton, Florida 33486

EXHIBIT G

V-31

1196

September 1, 1994

Marta Singerman Esq.
Tabas & Singerman
25 South East 2nd. Avenue
Suite 919
Miami, Florida 33131

RE: Warren Johnson

Dear Ms. Singerman:

On April 6, 1994 a package dated March 10 was sent via Les Osborne of Furr & Cohen regarding properties sold by Warren Johnson in 1991 which I wished to purchase. He felt that we should offer these deal to the Trustee first. Les Osborne reported to Warren Johnson that you told him you had no interest in purchasing these uroperties and for me to go ahead but apparently forgot to sign the release dated May 19, 1994.

To date the properties are available for sale but in a further distressed condition due to the following, (1) the Harbour Pointe P.U.D. phases 5 & 6 have been shut down by the South Florida Water Management District due to the expiration of their dredge & fill permits, (2) Martin County has denied the dock permits for the Riverfront Lots in phase (6), (3) the litigation has stalled on the Retirement facility at Palm Aire, Ltd. due to the failure of the partnership to fund the retainer in the amount of \$ 50,000 to Colson, Hicks, Eidson, Colson & Matthews, as per their enclosed letter of August 3, 1994.

I would be happy to broker these deals to the Trustee and suggest the following prices: \$ 1,650,000 to Dr. Walter Harber, as Trustee and \$ 100,000 to Adam Brown which is less than their current costs in Harber Pointe P.U.D. phases 6 & 5 respectively; \$ 200,000 to Lloyd Minear for his investment in the Retirement Facility at Palm Aire, Ltd., which is his cost but not including the \$ 25,000 he has already given the partnership for expenses since March 10 th. These deals are currently in the hands of investors who do not know how to develop and now Harber faces another lawsuit against Martin County, et.al. or his Riverfront Lots are worth less than his current costs and will have low marketability. Please inform me of your intentions to purchase these properties within ten days and I will prepare the necessary contracts, (or) allow me to go forward and try to salvage these deals.

Yours truly,

Dianne Jonnson, Broker
Waterfront Properties

EXHIBIT 4

November 15, 2001

Judge Friedman
United States Bankruptcy Court
701 Clematis Street
West Palm Beach, Florida 33401

RE: WARREN D. JOHNSON, JR. Case No. 92-33339-BKC-RAM

Dear Judge Friedman;

Your clerk, Nicole, has informed me thru Patricia Wellspeak that you will need additional authority from Judge Ryskamp to deal with the issues raised in my Debtor's Motion filed with your court in October 2001. I will file a motion for such authority with Judge Ryskamp by next week. The new laws of Florida under HB 103B & HB 105B now will define terrorism in Florida law as "a life threatening act intended to intimidate, injure or coerce a civilian population." You will note from my letter to Senator Charles E. Schumer on Sept. 17, 2001 that Bell & McBride's crimes fit this definition and should also be reported to the Attorney General, Bob Butterworth, of the State of Florida in addition to John Ashcroft, U.S. Attorney General. I will ask Judge Ryskamp to deal with the issue of the cover-up at the O.P.R. since he ordered Leslie Taylor of the O.P.R. to investigate the vendetta at a hearing January 25, 2001 before his court. I will also ask Judge Ryskamp to consider Carolyn Bell's response that the court had seen and heard everything at trial that I had mentioned.

The following is a list of the evidence and documents that Bell & McBride hid from the Judge and Jury, which was a fraud on the court.


1. The Resolution for an Agreement for Deed between Dr. Walter Harber and Linkous Corporation for the purchase of two riverfront lots in Bay Point to be paid at 18% interest on \$ 250,000 Principal. The Agreement was for \$ 275,000 Principal originally plus interest and improvements (i.e. \$ 20,000 for seawall & backfill), but reduced to \$ 250,000 by modification between the parties.
2. The Tax Returns for Dr. Walter Harber from 1982 to 1994, whereby he paid approximately \$ 50,000 per year for 5 years of interest deducted on his tax returns, and when he sold the lot 11. he deducted the \$ 250,000 Principal as Basis Cost.

3. The records of Dr. Harber giving a lot to his wife, Becky, in a divorce in 1988 for a value of \$ 500,000. The stress from the divorce caused Dr. Harber to lose his right to practice medicine due to memory loss from stress.
4. The contract whereby Harber and Lindsey were to purchase lots in Bay Pointe Estates with the Sanchez brothers in 1988.
5. The dock permits Harber, Lindsey and the Sanchez brothers pulled from two state and one federal agency in 1988.
6. The canceled checks Dr. Harber wrote to Linkous from 1982 to 1994 that paid the \$ 250,000 principal plus interest and improvements for his lot purchases.
7. The F.B.I. 302 Field Reports from September 14 (Monday) when both Linkous in person and Harber in a telephonic interview, told Bell and McBride that the \$ 250,000 in question was the principal payment for Lot 11 in Bay Pointe.

The Judge and jury never say these documents that were hidden from them in this vendetta. Judge Ryskamp said at trial that he would take up the government's fraud on the court at a latter time. Maybe he will address these issues at this time.

I will also copy Judge Ryskamp with the letters I sent to him on December 8, 2000 and January 20, 2001, where I told him of the Extortion and additional threats against Adam Brown if my family did not give up their lawful properties under an agreement four attorneys told me was extortion and reiterated the threats against Adam Brown..

Respectfully submitted,



Warren D. Johnson, Jr. pro-se
53225-004 Coleman Low
P.O. Box 879
Coleman, Florida 33521

October 26, 2001

Judge Friedman
UNITED STATES BANKRUPTCY COURT
701 Clematis Street
West Palm Beach, Florida 33401

RE: WARREN D. JOHNSON, JR. 92-33339-BKC-RAM

Dear Judge Friedman;

Mail to me in prison takes from 10 days to 4 months to reach me and in some instances I receive motions after they are acted upon. In the recent hearings, M. Rossignal (Case Manager for the B.O.P.) would notify me of a writ sent by a Federal Judge to the B.O.P. and the U.S. Marshals. Under said writ, I would be moved to be present for a hearing. At 7 P.M. of October 2-, 2001, I was informed by Patricia Wellspeak, who had talked to your clerk (Nicole), that I was to expect a telephonic hearing at 10:30 A.M. the next morning. I informed Case Manager M. Rossignal to set up the telephonic hearing, but it never came. I would like to address you and the Record, so as to correct certain statements in Patrick's summary (pages 3 to 7) that are a continuing fraud on the court.

In addition, I would like to set forth the following Memorandum of Law: In a recent ruling by the 11 th. Circuit that came down September 25, 2001 in United States v. Myat Maung, nos. 00-10296 and 00-14669, there is a timeliness of a Restitution Order that limits the Statutory Limit of time to ninty (90) days for finally determining the victim's losses after sentencing. My sentencing was June 23, 1999 and the final restitution order was February 23, 2001, or 20 months later. Also see United States v. Cobbs 967 F 2 d 1555, 1556 (11 th. Cir. 1992) and United States v. Hooshmand, 931 F 2 d 725,737 (11 th. Cir. 1991), for the underlying cases.

In the Myat Maung case over \$ 800,000 in late model Mercedes and S.U.V.'s were stolden, Vin numbers changed and false custom papers stamped and forged. He was given 39 months in prison. which the 11 th. Circuit said was too much time and voided the restitution order entered over 90 days after sentencing. This case is a good example of how severe the vendetta was against myself and my family

EXHIBIT J

The fact that the Government wanted to stretch out the restitution issue for almost two years in order to delay my appeal to the 11th. Circuit was a legal blunder caused by them, and never delayed by me. In order to cover up their legal blunder, they resorted to extortion in order to hide behind a settlement agreement. In other words they committed a criminal act, in order to collect huge fees, which would have been a more compelling motive than owing a large note to a bank.

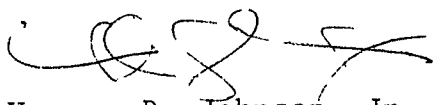
A similar situation happened with the bondholders after the agreement of January 29, 1993 and the foreclosure sale of the Preserve at Palm-Aire property. Nationsbank as trustee of the \$ 28 Million mortgage bid in the property for \$ 1000, which merged the title and interest of the mortgage. Under Florida law the mortgage, which was the sole collateral for 28 Million in Tax Free Bonds, no longer existed. This destroyed the Tax Free Bonds. So Steve Rostky and his group moved the court to appoint Sun Bank as successor trustee, whitened out the name on the deed issued by the Clerk of the Court in favor of Nationsbank: typed in Sun Bank as successor trustee and recorded an altered, fraudulent and forged instrument in the Public records of Broward County. They covered up their legal blunder with a criminal act, so Rostky could show the bonds in good standing and double A rated by Standard & Poors on their annual report.

As usual I have just received Patrick Scott's motion in response to my motion. As usual it arrived a day after the hearing; (4:25 PM) October 26, 2001 and was delivered to me by Officer E. Hernandez who witnessed and initialed the delivery date and time. The extortion threats were relayed to me by attorneys Robert Critton, James Eisenberg and David Finegold in meetings 1/22/2001 and 1/25/2001. The first two respectively in the meeting on the 22nd and all three in the latter meeting. The threats were also relayed thru Kelly & Adam Brown on 1/11/2001 and confirmed by Patricia Wellspeak on behalf of our parents the same evening. I will be glad to see their testimony as to whether they understand the meaning of extortion which they all told me that it definitely was, and I sent a letter to Judge Ryskamp on the 22nd of January, 2001 telling him it was

It is very strange that another letter that was mailed from South Florida seven (7) days after Patrick Scott indicates he mailed his has infact arrived the same day. It will also be very strange if we find both Judge Ryskamp and Judge Friedman have not received my letters and evidence. We know that the complaints filed with the Office of Professional Responsibility, Pennsylvania Ave., Washington, D.C. were hidden, removed or destroyed in an obvious cover-up.

I will look forward to the upcomming hearings. This vendetta has gone on long enough.

Yours truly,

A handwritten signature in black ink, appearing to read 'W.D. Johnson, Jr.', with a stylized flourish at the end.

Warren D. Johnson, Jr.
53225-004 Coleman Low A-3
P.O. Box 879
Coleman, Florida 33521

October 10, 2001

Judge Friedman
UNITED STATES BANKRUPTCY COURT
701 Clematis Street
West Palm Beach, Florida 33401

RE: WARREN D. JOHNSON, JR. 92-33339-BKC-RAM

Dear Judge Friedman:

I have received word from Patricia Wellspeak, who spoke with your clerk last week, that you have never received my letter of August 2, 2001, along with over forty pages of documents. I am again sending this evidence to you in the hope that it will not again be withheld or hidden from you.

In that letter and the letter to Judge Ryskamp on January 20, 2001, I outlined the continuing criminal enterprise being run by McBride, Bell et.al. I now suspect that the letter to Judge Ryskamp was also withheld, intercepted or destroyed, so I have enclosed it to you. If the people within the system can withhold or destroy the U.S. Mail in Palm Beach County, then they can also be guilty in the drawing of the Jury Pool. How else could we have a Jury which all drove old cars in the richest county in America ? Judge Ryskamp stated that he saw them. (all the old cars driven by the jury members)

We have reported a cover-up at the Office of Professional Responsibility, where Leslie Taylor reported that both the January 2000 and the September 2000 complaints had disappeared in early 2001. Can we now extend this cover-up to Palm Beach County ? My enemies crimes would now include the Hate crime, Civil Rights violations, the Cover-up from Washington to Palm Beach, violation of the U.S. Postal Act and the Grand Theft of \$ 2 million of security against the Turks & Caicos Island government.

McBride, who claimed he would show me that he was the anti-christ, has caused a cancer to infest the decorum of the court. Daniel wrote that the anti-christ will attempt to "change times and laws." (Daniel 7:25) At some point the peoples of the United States of America will demand to know what Bell and McBride have done in their name.

EXHIBIT X

George Washington wrote "our cruel and unrelenting enemy leaves us only the choice of Brave Resistance, or the most abject submission. We have, therefore, to resolve to Conquer or Die." What we are fighting was called by Boris Pasternak the " Inhuman Reign of the Lie." There was no crime and the indictment was a fraud.

You Judges have had time to expand and deepen your insight. Godly timing produces courage, boldness, security and strength. When you examine this case de novo, you will see the fraud of the indictment and the violations of my civil rights. We have now discovered that even the government's Forensic Expert lied and his chart was a fraud on the court.

All the proofs of the government's fraud on the court lie in the hands the following government agencies: 1. records of the U.S. Trustee; 2. Federally insured banks upon which Dr. Harber drew checks to Linkous totaling \$ 520,000; 3. Dr. Harber's tax returns held by the Internal Revenue Service (1982-1994 where he wrote off the \$ 520,000 approx.); Martin County records who recorded deeds from Linkous to Harber with doc stamps & recorded documents that show Harber owned 100% of Bay Pointe Estates Subdivision as of January 11, 1994; 4. dock permits issued in 1988 by two state agencies and the Army Corp. of Engineers.

Psalms 35 states that " the NET they set for me will snare them, the PIT they dug for me, they themselves will fall into "

If the U.S. Trustee had not sold my case six years age, my creditors could have been paid. If the government had not violated my 6 th Ammendment rights, I would have won the case by proving my innocense in 1998, without so massive a damage issue.

Please check with Judge Ryskamp to see if they withheld my January 20, 2001 letter whereby I told him the Settlement Agreement was Extortion and Duress.

Yours truly,




Warren D. Johnson, Jr.

53225-004 Coleman Low A-3
P.O. Box 879
Coleman, Florida 33521

Dear Judge Friedman,

I have attached a letter and Affidavit of Lloyd O. Minear, who was also threatened in my case.

Yours truly,



Warren D. Johnson, Jr.

3456 Winter Chase Dr NE
Marietta, GA 30062
June 25, 2001

John Ashcroft, Attorney General
U S Department of Justice
950 Pennsylvania Avenue, NW
Washington, DC 20530-0001

Re Your Investigation of the FBI. Warren D Johnson, Jr. #53225-004

First let me thank you and your office for your excellent handling of the deficiency of the FBI performance in the Oklahoma City bombing case and the pending investigation of the FBI

My purpose is to introduce you to my dear friend, Warren D Johnson, Jr, or re-introduce you as I understand there have been letters in his regard prior to mine from his wife and sister. I first knew Mr Johnson as a new member of our congregation in Jupiter, Florida. He is a committed Christian. We have since been friends and business associates for these thirty-plus years. We both come from those times when business was done with a handshake instead of through attorneys. Of course those practices were forced out at some points along the line. But I have always, to this day, been able to depend on his word, without question. And we have won some and lost some over the years.

In light of your investigation of the practices of the FBI, may I strongly recommend that you look into and use the experiences of Warren Johnson? He is now held in the Federal Prison complex at Coleman, Florida convicted of Bankruptcy Fraud through a charge built up falsely by the FBI and the prosecuting attorney in West Palm Beach. The motive of the FBI was to avenge a friend who lost a civil case to Mr Johnson; the motive of the prosecuting attorney was evidently that of gaining personal power and prestige. Any facts of the case listed here would be secondhand and add needlessly to the length of this letter. Please refer to the facts collected by Mr Johnson and his attorneys, as well as the history of the case on record in the courts at West Palm Beach.

I further recommend Mr Johnson's case because of the cooperation and intelligent assistance you will receive from him. I visited him at Coleman just last Friday and found him to be probably the most adjusted prisoner in the compound, certainly an amazing one to me. He has accepted his position at this time completely, has made very careful and thoughtful analysis of that position as well as careful plans for proceeding after his release. His open and truthful expression of his activities is probably one reason others were able to build a false or deceitful case against him. He has completely forgiven all persons involved in the "miscarriage of justice" and has completely accepted God's will in any plans he may have for the future.

Please find attachments that give further information on Mr. Johnson and my personal experiences with the FBI. I fear for our freedom when considering the power and tactics of the FBI. Again, let me thank you for your serious consideration of this recommendation.

Yours truly,

Lloyd O Minear

CC George W Bush, President of the United States

PERSONAL EXPERIENCES WITH THE FBI Lloyd O Minear

My first contact with a FBI agent was from one whose name I do not remember. His office was in Ft Pierce, FL and his question was of little consequence and not remembered

Later Agent Michael McBride requested a meeting at a restaurant in Jupiter, FL. The meeting degenerated into more of a threat to me, than a questioning. It was my intention to cooperate, but was unable to cover my feelings toward the Agency and Mr McBride's attitude

Later yet, I was called to appear as a witness before a Grand Jury. The questions asked were about my personal and Trustee finances and in my judgement answering them would put me in jeopardy with the Internal Revenue Service. I did not answer them, taking the Fifth Amendment. At that time I gave them, after they promised their return, documents showing my ownership of an interest in a Partnership which had been transferred to me in payment for a loan to Warren Johnson. Although my attorney and I made several requests for the return of those documents the FBI and the prosecuting attorney would not return them. As a result I was forced to default on an agreement to repurchase that Partnership interest because the documents could not be produced. Therefore I lost \$300,000, the amount of the agreement.

At my next encounter with the FBI, they offered me immunity from the IRS if I would answer questions for the Grand Jury. When it was time to appear, I found that they had given me a worthless immunity agreement, and refused to testify. They rushed around to get the correct immunity, then put me through a grueling questioning prior to the Grand Jury appearance. When they could not get me to answer their questions with answers they wanted (and believe me, they tried every angle), they cancelled the Grand Jury appearance. At that time they asked me to give them a large quantity of additional information about my personal and Trust bank accounts. It was later returned to me with the statement that it was not needed--More like harassment

The above sounds like an ordinary routine investigation, but my narrative does not show the attitude of coercion, the threatening character of the questioning.

During that interrogation, the FBI made the statement that my interest in the Partnership was actually worth three million dollars and asked why I wanted to sell it for \$300,000. Then tried to make me feel that Mr. Johnson was taking me so that I would turn against him. I knew better. That Partnership is now worth nothing because of the interference in its operation by the FBI. Later events have led me to believe that the FBI was more interested in getting that interest for themselves.

Let me repeat here, that this experience has put me in extreme fear of the FBI (and other big government bureaus) because of the power and vast resources they have to use against the individual by taking ordinary data and turning it into damaging evidence against the individual. If something isn't done soon, the American people will have lost their freedoms in the same manner as the Germans did prior to World War II. The details will be different, but the principles will be the same.

Attachment Attorney General Ashcroft letter dated June 25, 2001

FAMILY BACKGROUND Warren D. Johnson, Jr

Warren D. Johnson's heritage is deeply rooted in his Huguenot ancestors going back to the arrival of the Mayflower (his ancestors were the only Huguenots on board) and further in France. That heritage has been carefully carried down through his parents to the present generation. The Huguenots furnished America with some of its ablest citizens. The names of great cities testify to their ingenuity, such as Chicago, St. Louis, Duluth, La Salle, Joliet, and others where they first created forts and trading posts in the early years of the nation.

This is offered not to indicate that his heritage would keep him from becoming a criminal, but to show the likelihood that his character is such that it is very possible that the charges against him are false. Nor is it meant to infer that he did not make mistakes as we all do. Further, his background, including his business experience as an independent entrepreneur, will fit him well for working with the Attorney General's office in the pending investigation of the FBI.

FAMILY BACKGROUND Lloyd O. Minear

Like Mr. Johnson my roots go deep into the founders and patriots who molded this nation. However, my ancestors were among the early Quakers. And my interest in my family heritage has given me a much greater respect for that of Mr. Johnson because I can clearly see the values of my Quaker ancestors carried forward into my own upbringing, and the personal and business principles that I hold as primary.

Warren D Johnson, Jr. Family History

The Huguenots furnished America with some of its ablest citizens. Perhaps, no other group of non-English speaking people has contributed more to American life. Their names are written in the history and geography of America. Cities now stand where they first created forts and trading posts (Chicago, Detroit, New Orleans, Pittsburgh, St. Louis, Duluth, La Salle, Joliet, along with Lake Champlain and Louisiana).

A Huguenot General and Admiral fought at George Washington's side along with thousands of these soldiers. The First Chief Justice of the U.S. Supreme Court was a Huguenot, as was Peter (Pierre) Faneuil Hall, the "Cradle of Liberty."

John Alden captured the heart of Warren Johnson JR's great grandmother, Priscilla Mullins, (11 generations ago). Miles Standish, who vied for Priscilla's love, was turned down.

Ten generations later, Elizabeth Alden, Warren's great grandmother, was the first white woman born in New England. Then the ancestors purchased Seaconet Point, now Little Compton, Rhode Island, from the Seaconet Indians in 1659.

Lineage of Warren Johnson

- | | |
|---|--|
| 1. Pierre Grenelle (Born 1480)
M.
Marie Perrier (Perrier Water) | The family of Grenelle originated in the Duchy of Bourgogne in France. A street in Paris is named Rue de Grenelle and the family owned Grenelle Springs. |
| 2. Charles Grenelle (Born 1510)
M. (1544)
Jeanne de Cartucet | |
| 3. Gratien Grennell (1550 - 1625)
M.
Margarite Quarre | Judge for the Crown at Tournus, keeper of the Government Treasury (Salt Stores) |
| 4. Jean Grenelle (1550 - 1625)
King's Counselor | Lord of Pimont
Lord of La Grange - Gourmond |
| 5. Matthew Grenelle (Grinnel)
M. (1602 - 1643)
Rose (Who died after 1673) | The family became Protestant Huguenots with Matthew emigrating to Newport, Rhode Island (May 20, 1638) |
| 6. Daniel Grinnell
M.
Mary Wordell (Born 1640) | John Alden (1599-) See Note 1
M.
Priscilla Mullens (Molines). |

7. Daniel Grinnell
M.
Lydia Pabodie (1667 - 1748) ← Elizabeth Alden (1623 - 1717)
M.
William Pabodie (1619 - 1707)
8. George Grinnell (Born 1700)
M.
Mary Bull
9. Daniel Grinnell (Born 1729)
10. Amasa Grinnell (1754 - After 1812)
11. Isaiah Grinnell (Born 1774)
12. Mahala Grinnell (Born 1830)
13. Mahala Grinnell (Born 1830)
M.
William J. Caldwell (Born 1823)
14. William Caldwell
M.
Emma Strabe
15. Joyce Caldwell
M.
Warren Johnson, Sr.
16. Warren Johnson, Jr.
Sharon L. Pratt
Patricia A. Wellspeak
- Paul R. Johnson
Jeffrey A. Johnson

Note 1:

John Alden, the pilgrim, (and Close friend of Miles Standish) was the seventh and youngest signer of the Mayflower Compact. William Mullins (Molines from the historic family of de Moulins) was the tenth signer of the Mayflower Compact. William with this wife, son and daughter (Priscilla) were some of the first Huguenots to come to America, sixty years before the Edict of Nantes Revocation, which sent 15,000 Huguenots to America (1685 - 1760). Most of these men were members of the Aristocracy

AFFIDAVIT OF LLOYD O. MINEAR
RE: CASE NO. 98-8039 CR. RYSKAMP

I the undersigned, Lloyd O Minear say the following, which is true and correct and based upon my knowledge

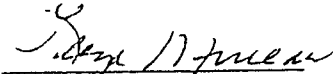
- 1 My name is Lloyd O Minear
- 2 I am over twenty-one years of age and all matters set forth in this affidavit are true and correct and based on my personal knowledge.
- 3 On February 2, 1996 I signed an Agreement for sale of Limited Partnership Interest, Debenture and Stock from Lloyd Minear to Dianne J Johnson (See attached copy of the agreement)
- 4 Dianne Johnson delivered to me an Original Promissory Note for \$300,000 at 10% interest from August 2 1996. (See attached copy of the note)
- 5 Michael McBride of the FBI and the State Attorney (at a Grand Jury hearing) took my Original Limited Partnership Interest, Debenture and Stock documents that I was to sell to Diane J Johnson, along with her original note to me I made repeated demands for their return, but have been denied by the government This has caused a breach in the agreement with Dianne J Johnson, causing me to lose the \$300,000 principal plus interest in the amount of \$161,191, for a total of \$461,191 as of February 2, 2001
- 6 Mr McBride told me that if I would not sell this interest that I would get Three Million Dollars from the litigation with the bondholders.
- 7 On March 10, 1997 Warren D Johnson, Jr filed a complaint with Aaron Sanchez of the FBI against Michael McBride. Item (2) tells of the tortuous interference on these other assets also referred to in letters of March 10, 1994 and September 1, 1994 (See Attached copies of the letters).
- 8 Warren D. Johnson, Jr also filed the attached complaint against Corrine B. Calvasina as a result of the vendetta that she ran with the help of her FBI agent brother (See attached copy of the complaint).
- 9 Warren D Johnson, Jr. reported this vendetta to the FBI in a letter to Robert Newman, Agent-in-charge (See attached copy of the letter).
- 10 Michael McBride lied to me about me receiving three million dollars for my interest The Government should not run vendettas and put a person like Warren D Johnson, Jr in prison, just because they have the awesome power to do so
- 11 Although family background is not proof against wrongdoing, it is an important factor in the building and maintaining character. My family were pioneers in the Jupiter area as well as in this country's formation, having Pennock and Minear ancestors who fought in the Revolutionary War Warren D Johnson had ancestors who arrived in this country on the Mayflower This rich heritage is a powerful force to encourage lasting character in the two families (See the Warren D Johnson, Jr family history, attached)

- 12 I have been extremely damaged by the Government Vendetta against the Johnson Family, and believe many of Mr. Johnson's civil and constitutional rights have been violated

I expect this vendetta to be investigated and the Johnson Family vindicated.

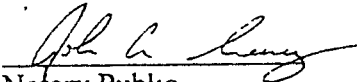
Further affiant saith naught.


LLOYD O MINEAR


(LLOYD MINEAR)

State of Georgia,
County of Cobb

Before me this 22nd day of February, 2001 appeared LLOYD MINEAR who produced identification and who did swear that the matters set forth in this affidavit are true and correct.


Notary Public

Notary Public, Cobb County, Georgia
My Commission Expires August 20, 2001

August 2, 2001

Judge Friedman
United States Bankruptcy Court
701 Clematis Street
West Palm Beach, Florida 33401

RE: 92-33339 BKC-RAM Warren D. Johnson, Jr. & 98-8039-CR RYSKAMP

Dear Judge Friedman;

This letter is being sent as a courtesy, in order to give you an overview of the fraud the bondholders have run on the court(s), including yours. As per your final report, I directed my letters and evidence to Judge Ryskamp, which I now enclose copies to your court. The important facts are as follows:

1. I did pay the \$ 2,800,000, that you were misled into believing that I had not paid. I sold the land to the Preserve at Palm-Aire, ltd. for approx. \$ 5,300,000 and paid the \$ 2,800,000.
2. I never signed the Second Ammended Guarantee, whereby the bondholders got a judgement against me for over \$ 3,900,000. Their pleadings to the court in that case were a fraud and my signature page is blank in the court records. Only Janke signed the guarantee. The bondholders lied to the court, when they represented that they had a signed copy. We can prove I never signed it, and refused to do so when it was presented.
3. When I agreed to hire Robert Critten, whereby the U.S. Trustee would not have to pay any legal expenses or court costs to sue the bondholders, you signed an order to sell me the case for \$ 5,000 that I paid. One of the major issues in that lender liability case was that signature pages were taken from documents I had signed, removed and attached to documents that I had never seen or agreed to.
4. The bankruptcy estate was to receive 25% of all proceeds from a case Robert Critton (who got 40% & exp) said was worth millions of dollars and would pay my legitimate creditors.
5. When attorney Les Osbourne pleaded with the court not to sell this case to Sun Bank, as sucessor trustee and agent for the very people guilty of lender liability, you stated that " the United States trustee studies these matters very carefully and must act in the best interests of the creditors, therefore you are compelled to go with his recommendation."
6. My legitimate creditors never got 1 cent and we learned at trial that the U.S. Trustee never looked at one file in the nine boxes of documents or read one word of the transcript from the two days of depositions I gave at the 2004 examinations. He breached his fiduciary duty to me, my creditors and the people of the United States of America.

EXHIBIT M

7. We expected to bring out at trial the criminal acts of Sun Bank, as sucessor trustee, in that they filed a altered or forged instrument, regarding the deed to the Preserve at Palm-Aire property. This property was duly sold at a foreclosure auction by the clerk of the court for Broward County, Florida for \$ 1,000 approx. February 2, 1993. This sale was agreed to by the bondholders under a buy-back agreement dated January 28, 1993, whereby the tax free bonds (and property) were to be sold back to our group for \$ 17,800,000. Nationsbank, who was the trustee of the mortgage that secured the tax free bonds, bid in the property and merged the title and interest in the mortgage under Florida law. In other words the mortgage no longer existed, the tax free bonds were destroyed and the bondholders breached the January 28, 1993 agreement. In order to coverup the legal blunder, Sun Bank was appointed weeks later as sucessor trustee. Rather than record the deed from the clerk of the court to NationsBank and have NationsBank deed the property to Sun Bank, they whited out NationsBank, as trustee and typed in Sun Bank, as sucessor trustee. Then they recorded the altered and forged instrument in the records of Broward County, Florida, in order to cover up the fact that the bonds were damaged and destroyed.

8. On January 25, 2001, I spoke on the record for approx 45 minutes, setting forth the evidence I was prepared to file with Judge Ryckamp's court that exposed this vendetta (or hate crime) against me and my family. Judge Ryskamp ordered an investigation by Leslie Taylor at the Office of Professional Responsibility in Washington, D.C. This investigation has now moved to Senators Charles Schumer (N.Y.), Orrin Hatch (Utah) and Patrick Leahy (Vermont). These U.S. Senators head the commisions investigating the criminal activities of the F.B.I. If you read the transcript of the January 25, 2001 hearing in Judge RysKamp's court, you will begin to understand this vendetta. It started when I sued an F.B.I. Agent's sister over a land contract and my family was threatened. Complaints were filed in 1993 and 1997 against agent Michael McBride.

9. We now know as a result of these hearings in Washington regarding the F.B.I. criminal activity, that there exists " THE CLUB " of senior F.B.I. members who close ranks to protect criminal acts of agents like McBride and threaten anyone who would expose them.

10: The Settlement Agreement dated February 16, 2001 was obtained by DURESS and EXTORTION, which was duly reported to John Ashcroft, the United States Attorney General. At the signing we reserved the right to sue for monitary damages under the Universal Commercial Code, Bivens and the Federal Tort Claim Act. Judge Ryckamp approved our rights after we file our appeal with the 11 th Circuit and a 2255 motion.

11. Attorney Patrick Scott threatened to have Adam Brown indicted if he did not give up money and his lawful property at Otters Run Subdivision. This was the third threat against Adam Brown who is my son-in-law.

12. When you granted my discharge in March, 1993, you told me Judge Friedman that "if anyone so much as picks up the phone and suggests that I still owe them money, then I was to come back into your court and you would hold them in contempt." We have a case here of a HATE CRIME (Vendetta), EXTORTION and a cover up at the O.P.R. along with massive civil rights violations.

JANUARY 20, 2001

JUDGE KENNETH RYSKAMP
UNITED STATES DISTRICT COURT
WEST PALM BEACH, FLORIDA 33401

EXHIBIT N

RE: WARREN D. JOHNSON, JR.

CASE NO. 98-8039 CR RYSKAMP

DEAR JUDGE RYSKAMP:

I AM WRITING THIS LETTER BY HAND, BECAUSE THE JAIC WILL NOT ALLOW ME ACCESS TO A LAW LIBRARY AND HAVE TAKEN AWAY MY U.S. POSTAL STAMPS AS WELL AS OPENING MY LEGAL MAIL, BREACHING MY ATTORNEY/CLIENT PRIVILEGE.

I STARTED A MOTION, PRO SE TO BE FILED WITH JUDGE FRIEDMAN'S COURT, BUT CANNOT FINISH WITHOUT A TYPEWRITER. I HAVE ENCLOSED A COPY OF THE MOTION SO FAR, AND IT SPEAKS FOR ITSELF. THE GOVERNMENT IS NOW THREATENING MY FAMILY TO GIVE UP THEIR LEGALLY PURCHASED ASSETS (OR) FACE INDICTMENT. (EXTORTION AND DURESS)

SEE PAGES OF THE TRIAL TRANSCRIPT # 1179 & # 531.
LETS DEAL WITH IT NOW !!!

DR. WALTER HARBERT PURCHASED TWO LOTS FROM LINKOUS CORPORATION. HIS TAX RETURNS WILL SHOW HE PAID INTEREST IN 1982 & 1983. HE RECEIVED BOTH DEEDS IN 1984 AND THEY WERE RECORDED NOV 28, 1984. HIS TAX RETURNS WILL SHOW HE CONTINUED TO PAY INTEREST ON A RESOLUTION FOR AN AGREEMENT FOR DEED FOR UP TO TWO MORE YEARS, UNTIL THE PROJECT RAN INTO TROUBLE. (100 YEAR FLOOD, FILL WASHING INTO RIVER, SEAWALL & ENTRANCE PROBLEMS). HE SOLD LOT 11 TO JOHN PIERRA IN 1992/93 AND FILED A TAX RETURN. HIS BASIS COST WAS \$250,000 WHICH HE PAID 3/23/94 FROM A LOSING WITH DOXER YAGLOU. HE OWNED 100% OF ALL OF THE P&L ESTATE CO. AS OF 11/1/90 AS PER TWO DOCUMENTS FILED IN THE PUBLIC RECORDS OF V-37.

WE ALSO KNOW FROM THESE PUBLIC RECORDS THE BAY POINTE
ESTATES LAND TRUST ONLY EXISTED FOR A SHORT TIME. WE
WE ALSO KNOW THAT THERE WAS NO PROFIT FROM THAT DEAL
THERE IS ONLY ONE CHECK WHEREBY HARBER PAID CINKOUS
THE PRINCIPAL ON HIS LOT FOR \$250,000 AND IT WAS
MARCH 23, 1994 FROM HARBERS 100% OWNERSHIP SALE TO YEAGER.

THE GOVERNMENTS CASE IS A FRAUD. PLEASE FIND ENCLOSED
MY COMPLAINT TO THE O.P.R. IN WASHINGTON, DC. THE
DOCUMENT SPEAKS FOR ITSELF.

ORDER THE PRISON SYSTEM TO ALLOW ME ACCESS TO A
LAW LIBRARY AND TYPEWRITER SO I CAN FILE PROPER
MOTIONS WITH YOUR COURT AND JUDGE FRIEDMAN'S
COURT FOR EMERGENCY HEARINGS. THIS HAS ALWAYS
BEEN A CIVIC CASE BETWEEN ME AND THE BOND HOLDERS.

JIM EISENBERG WAS HIRED BY MY FAMILY TO DO AN
APPEAR. IF YOU DECIDE TO STRIP MY FAMILY
OF THEIR LAWFUL PERSONAL PROPERTY AND GIVE
90% OF THE FUNDS TO THE BONDHOLDERS ON A
GUARANTEE I NEVER SIGNED. SO BE IT. THE BONDHOLDERS
PURCHASED MY PROJECT AT A FORECLOSURE SALE FOR \$1000
UNDER NATIONSBANK, AS TRUSTEE. THEY MADE A MAJOR
MISTAKE UNDER LAW BY MERGING THE TITLE AND INTEREST
TO THE 28 MILLION BOCCON MORTGAGE. UNDER FLORIDA LAW
THE MORTGAGE NO LONGER EXISTED THAT WAS THE SOLE COLLATERAL
FOR 28 MILLION IN TAX FREE BONDS. THEY THEN WHITED OUT
THE PURCHASER'S NAME & CHANGED THE DEED FROM THE
CLERK OF THE COURT BY TYPING IN, SUN BANK AS SUCCESSOR
TRUSTEE. SINCE THE NAME DIDN'T FIT, I BELIEVE THEY
ENLARGED A COPY & REPRODUCED A FORGED COPY.

V-51

1216

JERRY SPENCE WROTE IN HIS BOOK AND JUSTICE FOR NONE
THAT THE BIG BROTHERS CONTROL OUR GOVERNMENT.
THOMAS JEFFERSON WROTE "EXPERIENCE HAS SHOWN, THAT
EVEN UNDER THE BEST FORMS OF GOVERNMENT THOSE ENTRUSTED
WITH POWER HAVE, IN TIME, AND BY SLOW OPERATION,
PERVERTED IT INTO TYRANNY." HE ALSO WROTE
"1. RESISTANCE TO TYRANTS IS OBEDIENCE TO GOD."
"2. A SOCIETY THAT WILL TRADE A LITTLE LIBERTY FOR A
LITTLE ORDER WILL DESERVE NEITHER AND LOOSE BOTH."

PLEASE A SUBPOENA CLUES FROM TO THE I.R.S. AND
F.B.I. TO PRODUCE HARBER'S TAX RETURNS FROM 1982 TO 1994
ALONG WITH ANY OTHER CHECK FOR \$250,000 TO
PAY THE PRINCIPAL AS PER THE PUBLIC RECORD AND HIS TAX
RETURNS. IT DOES NOT EXIST, THE PROOF IS
THE FACT THAT THEY DESTROYED THE F.B.I (302)
FIELD REPORTS FROM THEIR MEETING WITH CINKOUS
MONDAY MORNING ON OR ABOUT SEPTEMBER 14, 1998
WHEN CINKOUS TOLD THEM (BEC & MCBRIDE) THE
\$250,000 WAS PAYMENT FOR A LOT. THE ALSO DID
A TELEPHONIC MEETING WITH HARBER ON THE SAME
DAY AND SCREAMED AT HIM FOR SAYING IT WAS FOR
A LOT.

IN US V. TWOMEY JUDGE WYZANSKI, JR SAID "A CRIMINAL
TRIAL IS NOT SUPPOSED TO BE A SACRIFICE OF UNARMED
PRISONERS TO GLADIATORS."

TO INDICT OTHER FAMILY MEMBERS WOULD NOW BE ILLEGAL
UNDER THE CITIZEN'S PROTECTION ACT PASSED BY CONGRESSMAN
JOHN P. MURTHA.

v-52

YOURS RESPECTFULLY,
GARRON D. JOHNSON, JR

December 8, 2000

Judge Kenneth Ryskamp
United States District Court
West Palm Beach, Florida 33401

RE: Warren D. Johnson, Jr. Case No. 98-8039

Dear Judge Ryskamp;

We now have proof from taped conversations with both Dr. Walter Harber of Johnson City, Tennessee and Jerry P. Linkous, President and owner of Linkous Corporation, that the government ran a FRAUD on the COURT, withheld evidence, destroyed at least five F.B.I. 302 Field Reports and planned a complex Vendetta since 1989. Please find enclosed copies of the complaints that were filed with the Office of Professional Responsibility, the A.C.L.U. and Congressman John P. Murtha of the Citizen's Protection Act. These complaints set forth the facts regarding the debt Harber owed Linkous for the principal payment on Riverfront Lot 11 in the Bay Pointe project.

At trial Judge Ryskamp, you referred to this case as a civil case trial by two criminal attorneys. The interesting thing is that I won both civil cases in Judge Friedman's court in 1993 (93-0020 & 93-0026). I also notified the F.B.I. twice of this vendetta and in 1994 and 1997, setting forth who was involved and why they were running this hate crime. Please see attached letters.

The entire case has evolved into a covert action to take control of two public companies, Ice Ban America, Inc. and IBAC Corporation, along with the underlying Patents invented by my family. According to a Federal Study by the HI-TEC COMMISSION the savings to the Country should reach 50 Billion Dollars per year when fully implemented.

Yours truly,

EXHIBIT 0

Warren D. Johnson, Jr.
Prisoner # 53225-004
PALM BEACH COUNTY JAIL

September 17, 2001

Senator Charles E. Schumer
Leo O'Brien Blvd.
Albany, New York 12207

Dear Senator Schumer,

My family and I have been under a terrorist attack by a Michael McBride and Carolyn Bell for several years. I am glad the President and Congress have finally declared war on terrorism against American citizens.

My family consists of 23 members, decended from John Alden and the Moline family of Huguenots, who landed at Plymouth Rock on the Mayflower. They signed the Mayflower Compact, which was the forerunner of the Bill of Rights and U.S. Constitution.

An investigation of this vendetta started in 1997 against McBride at the Fort Pierce, Florida office of the F.B.I. This investigation was headed by Bill McCollum of the Judiciary Committee in the House of Representatives and Paul McNaulty, their legal consul.

Since that time, my family has been extorted out of control of two public companies that started in 1994 in New York State as Ice Ban, Inc. According to a Federal study by the Hi-TEC Commission, our process of anti-icing would have saved the United States billions of dollars per year, along with the lives of thousands of its citizens, which are lost in automobile accidents on ice each winter. In the study by the Indiana Department of Transportation, our technology for anti-icing cut the death rate approximately 90 percent on Route 20 between Elkart and South Bend, Indiana in 1997.

These lives and billions of dollars are being lost each year due to this vendetta.

- There have been massive violations of my civil rights under the U.S. Constitution, which are being addressed in an Appeal before the Eleventh Circuit Court of Appeals.

Boeing jets and the Rule of Law were never intended to be used illegally as weapons against U.S. citizens. In U.S. v. Twomey, Judge Wyzanski, Jr. said " a criminal trial is not supposed to be a sacrifice of unarmed prisoners to gladiators."

During the time of this terrorist attack against my family from the F.B.I. offices at Fort Pierce, Bell and McBride allowed 13 Arab Terrorists to learn to fly and plan the September 11 attacks.

Yours truly and GOD BLESS AMERICA.



Warren D. Johnson, Jr.

EXHIBIT P

V-54

August 17, 2001

Atlas Transfer Corporation
5899 South State Street
Salt Lake City, Utah 84107

RE: Stock transfer of Natural Solutions, Inc. (a/k/a Ice Ban America, Inc.) by Patrick S. Scott, attorney for Soneet Kapila

Dear Sirs;

Please find enclosed a letter to U.S. Judge Friedman dated August 2, 2001 from the undersigned Warren D. Johnson, Jr. former President and founder of Ice Ban America, Inc. As per item 10 on page two, "The Settlement Agreement dated February 16, 2001 was obtained by DURESS and EXTORTION," of which you are now informed. This vendetta has been on going for over ten years and I will not bore you with the history, which will be the subject of hearings in the U.S. Senate committees as outlined in the letter.

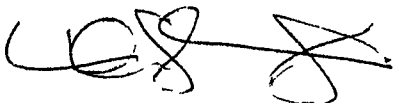
The following history should be of great interest to you as transfer agent however:

1. In 1998 Charter Media Group, Ltd., a Nevada Corporation who was the funder and developer of the Grand Turk Harbour Project transferred 2,925,000 shares to six Turks & Caicos companies as security for the proposed development with the GOVERNMENT OF THE TURKS & CAICOS ISLANDS (a British Overseas Territory).
2. These shares were the security under a development agreement with that country, which provided for a \$ 2,000,000 deposit to guarantee the dredging of the harbour and the following infrastructure and construction of a \$ 600 MILLION DOLLAR project according to published reports.
3. The U.S. Trustee Soneet Kapila well knows that there are no lost stock certificates. The certificate for 500,000 shares issued to the Marlin Fund was the first certificate delivered to Attorney Finbar Dempsey, as escrow agent for the the Turks & Caicos Islands government and required under the development agreement.
4. The Government of the Turks & Caicos Islands have been cheated out of a project that the small island nation desperately needed. Trustee Kapila has damaged that nation by illegally extorting these securities, as well as the entire Johnson family. The former Governour John Kelly and the attorney general were lied to by cur F.B.I. and Justice Department. That government, along with the Johnson family will ultimately make their claims for damages as per the letter to Judge Friedman.
5. Carolyn Bell, the Assistant United States Attorney, told my attorney that "THE U.S. GOVERNMENT HAS LOTS OF MONEY, LET THEM SUE." after the February 16, 2001 hearing before Judge Ryskamp. You may well want to cover your company by requiring a bond from

those parties wishing to acquire control of these public companies.

6. You may wish to receive assurance from the government of the Turks & Caicos Islands that they have agreed to their collateral being stripped from the development agreement and do not wish to make a claim for damages when it is proven that the case against me was a vendetta and hate crime by the U.S. Agents involved.

Yours truly,

A handwritten signature in black ink, appearing to read 'W.D. Johnson, Jr.', with a stylized flourish at the end.

Warren D. Johnson, Jr.

August 23, 2001

Robert Critton, Attorney
Burman, Critton, Luttier & Coleman
712 U.S. Highway One- Suite 300
North Palm Beach, Florida 33408-4588

Dear Bob;

Please find enclosed a letter dated August 2, 2001 to Judge Friedman which speaks for itself as to the criminal activities of government agents.

Also find enclosed the letter to Atlas Stock Transfer Corporation dated August 17, 2001 which outlines the theft of collateral by Patrick Scott and Soneet Kapila, which was put up for the benefit of the Turks & Caicos Government under the Grand Turk Harbour Development Agreement.

It has also come to my attention that F.B.I. Agent Ray Thuman lied to us in the meeting at your office, when he said three times that Corrine B. Calvāsina (sister to F.B.I. Agent Bothea) WAS NOT INVOLVED. It seems she filed the original complaint with Ray Loeche that the F.B.I. would not reveal.

As to the extortion against me and my family, I set forth the following chronological events;

1. F.B.I. Agent David VonHolley threatened Adam Brown in December 1992 to Dr. Hansbrough, Tom Benda and their wives at the Stuart Boat Parade.
2. F.B.I. Agent Michael McBride threatened Adam Brown in his office at Waterfront Properties in 1997.
3. Patrick Scott, attorney for U.S. Trustee Soneet Kapila threatened to have Adam Brown indicted if he did not give up his lawfully purchased properties in late 2000- early 2001. These threats were relayed to me in a telephone conversation with Adam & Kelly Brown, my son-in-law and daughter respectively. Also re-iterating the threats were Mrs. Patricia Wellspeak, my sister and also my father in telephone calls after the threats.
4. On January 11, 2001 I ordered a copy of the taped conversation with Adam & Kelly Brown exposing the extortion threat sent to Judge Ryskamp by the Palm Beach County Jail.
5. On January 22, 2001 I sent a letter to Judge Ryskamp outlining the extortion & duress, with copies to the Office of Professional Responsibility in Washington, D.C. as well as Patricia Wellspeak.

EXHIBIT 3

6. On January 22, 2001 I met with Jim Eisenberg and Robert Critton at the Palm Beach County jail and was told by both that I must sign this extortion agreement or Patrick Scott threatened to have Adam Brown indicted if our family did not give up control of two public companies (Ice Bar America, Inc. and IBAC CORPORATION), along with Adam's subdivision he purchased from Ken Ferrari, Pres. of Fercal, Inc. and put up over \$ 140,000 additional cash.
7. On January 25, 2001, Jim Eisenberg and Robert Critton were joined by attorney David Finegold and all three re-iterated the same extortion threats.
8. On approximately February 14, 2001 Angela Morelock, attorney put the Attorney General of the United States, John Ashcroft on notice by fax of the extortion.

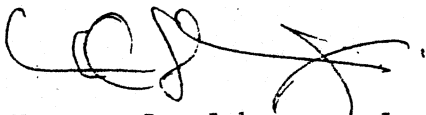
I believe that we are now seeing the criminal activities of government agents being exposed at a very rapid rate. Since there was a cover-up at the Office of Professional Responsibility after Judge Ryskamp ordered Leslie Taylor to investigate, we can now expect a full investigation by Senators Schulmer, Orin Hatch and Patrick Leahey.

I also believe that my attorney's legal fees should be paid from funds held under Judge Friedman's court, since the case against me was a vendetta and the assets were taken by extortion.

I believe that God will bring justice and my fortunes will be restored. Haggai 2; 18 - 23 sets forth 1. God will restore my fortune, 2. he will shake the nation, 3. my enemies will kill each other and 4. I was chosen for this assignment.

I look forward to seeing you paid for your fine legal representation as soon as I am able. Judge Ryskamp agreed in the February 16 hearing that I have preserved my rights under the rule of law to recover my fortune under Bivens, Universal Commercial Code and the Federal Tort Claim Act. Jim Eisenberg is doing a fine job.

Yours truly,



Warren D. Johnson, Jr.

UNITED STATES BANKRUPTCY COURT FOR THE
SOUTHERN DISTRICT OF FLORIDA

WARREN D. JOHNSON, JR.
Debtor

CASE NO. 92-33339-BKC-RAM

Adversary No.
99-3143-BKC-SHF-A

MOTION FOR AN EMERGENCY HEARING

Now comes Warren D. Johnson, Jr., Pro Se, to address meritorious issues before the court.

1. Attorney Patrick Scott has threatened my son in law Adam Brown with indictment if he does not sign over to the Trustee his legally purchased property in Otter's Run as per the attached SETTLEMENT AGREEMENT AND MUTUAL RELEASE. This is a clear violation of the CITIZEN'S PROTECTION ACT as well as the 4 th AMENDMENT; the 5 th AMENDMENT and the 8 th AMENDMENT to the CONSTITUTION OF THE UNITED STATES. I have ordered a taped copy of a telephone conversation from the Balm Beach County Jail, where my children told of the Duress and Extortion. see US v. RAWLINGS, 982 F2d 590 (D.C. Cir. 1993)
2. Judge Friedman, on page 9 of your REPORT AND RECOMMENDATION ON RESTITUTION you stated that Johnson was to invest \$ 2.8 million and executed an Ammended Guarantee Agreement. In fact we proved at trial that I infact sold my property to the Partnership for approximately \$ 5.3 million and put up my \$ 2.8 million. You may also recall that I purchased a lawsuit against these Bondholders for \$ 5,000 with 25% of the proceeds going to my legitimate creditors. See attached ORDER, check and letter. In my lawsuit, which Bob Critton told the court was worth millions, we accused the Bondholders of changing the deals, switching signature pages to agreements I had never seen or approved and defrauding me. I submit to the court that I never signed the Second Ammended Guarantee agreement. If you look at case they filed against me in 1992, you will find my signature page blank. Only Janke signed it. The agreement calls for me to put up additional mortgages on a Nursing Home Site, Lot 1 in Bay Pointe and a mortgage on the Fercal Property. Steve Rosky testified at my trial that it was not a deal the Bondholders could do, which is why I refused to sign it. This has been a vendetta since 1990 as I have reported to the F.B.I twice and to the Judiciary Committee in congress.

EXHIBIT S

**HOLD RAY LOESCHE, THE BOND HOLDERS, HOLLAND & KNIGHT
AND THE FEDERAL GOVERNMENT IN CONTEMPT OF COURT FOR
VIOLATION THE ORDER OF DISCHARGE BY JUDGE FRIEDMAN**

1. WDJ, JR. went to work for Dr. Walter Harber for 3 years from 1993-1996 on four projects and was never paid due to threats from the F.B.I.. Johnson's earnings for three years would have exceeded \$250,000. FBI Agent, Mike McBride told Dr. Harber that "He knew that Johnson was working for him everyday."

2. See Loesche fax to Holland & Knight Dec, 28, 1992 where they laid out plans of vendetta with F.B.I.

File adversarial actions then withdraw them and, misuse Federal Agency

Judge Ryscamp said at trial "he now knew what it would be like to see a
CIVIL CASE tried by two criminal attorneys"

3. See letter sent to Robert Newman & Aaron Sanchez, F.B.I. Whereby Johnson outlined vendetta and complaints against F.B.I. Also see letters to Congressman, Senators, and Judiciary Committee.

4. Johnson reopened his Bankruptcy to sue Merrill Lynch, Rostky and Dain Bosworth in order to pay his creditors. Johnson paid Trustee \$5,000 and Judge Friedman signed an order. Bob Critton filed the lawsuit. The Government breached the deal with Johnson that would have paid Johnson's creditors. Trustee (Kapila) breached the deal with Johnson and sold the case to the very people Johnson was suing, who killed the case. Kapila admitted at the trial he breached his fiduciary duty because "He never looked at any of the nine boxes of records or read Johnson's 2004 depositions."

5. Ray Loesche continued to sue Johnson for 2 years after Johnson was discharged.

6. Mike McBride, F.B.I. agent told Richard Luben (Luben & Gaino, Attys) that Loesche kept phoning and faxing FBI "it was driving them nuts that Johnson was making ten million a day when ICE BAN went up 2 points and Johnson was driving a Mercedes."

7. Carolyn Bell & Federal Government violated Johnson's Attorney/Client Privilege with Elkins & Friedman, who turned over their original file to Carolyn Bell without telling Johnson and not even making a copy. They were still Johnson's Attorneys in the Bankruptcy until Johnson hired Stuart Young who filed a "substitution of counsel". Robert Furr was only hired after Johnson was sued by Loeshe & Bondholders to represent Johnson in the adversarial actions ONLY! NO "Substitution of Consul" was ever filed replacing Elkins & Freedman.

8. Loeshe taped Johnson in a phone conversation for the FBI as late as 1997. Johnson told Loesche "to tell the truth about the vendetta".

9. Hal Daniels (Senior Counsel for Holland and Knight) assisted the Government in its prosecution of Johnson and he attended Johnson's trial for 2 days while Rostky testified. Rostky said he no longer worked for Merrill, Lynch, et al and was NOT represented by consul.

10. Bob Adler told the Court that "The Governments case was a fraud" which Judge Ryscamp said "was a very serious charge and they could have a hearing on that issue later."

Complaint against Corrine B. Calvasina, certified public accountant, 6755 S. Kanner Hwy., Stuart, FL 34997 (561)286-6053.

Warren D. Johnson, Jr. went to Corrine B. Calvasina, C.P.A., to do a computed financial statement for a \$24 million dollar financing for Young at Heart, Inc. (a/k/a/ The Preserve at Palm-Aire), which now is an adult congregate living facility (ACLF) build at Palm-Aire in Pompano Beach, Florida. As a result of Johnson's employment of Calvasina, Johnson disclosed to Calvasina certain business relationships and opportunities Johnson was in the process of purchasing. After obtaining all the financial information from Johnson and Johnson's partner, George Janke (o) 561-625-4232, as well as confidential business information relative to a certain real estate deal called the DeMartini Flamingo Tract (a/k/a Harbour Pointe), Corrine B. Calvasina, C.P.A., did the following:

1. Calvasina told Johnson she was too busy to complete the computed financial statement for Warren D. Johnson, Jr. and was sending it to a C.P.A. named Don Denuzio for completion.
2. Calvasina then went to Johnson's business contacts, Carlos Alfonso and Ken Ferrari, to buy a 50% interest in the DeMartini Flamingo Tract, which Calvasina well knew Johnson was buying with his partner, Alfredo Sanchez.
3. Corrine B. Calvasina then closed Johnson's deal in a new corporation named Fercal, Inc., (named for Ferrari and Calvasina), and told Johnson to get lost.
4. Johnson sued Project Management Corporation (PMC) and Fercal, Inc. in case 88-670-CA Martin County Circuit Court, and Johnson won a jury trial.
5. Calvasina threatened to get even with Johnson through her brother, (Bothea from Topelo, Mississippi), a high ranking Internal Revenue Service (I.R.S.) Agent. This threat was made to Earl Dempsey (561-287-0131) on 9/20/89. This threat was again repeated by Ray Loesche on 10/18/90 and reiterated in Loesche's fax to Holland and Knight, attorneys, in 1/93. These threats were also disclosed to Barbara Glover, who now lives in Mishawaka, Indiana.

6. Calvasina is guilty of breach of fiduciary duty, malpractice, contract interference, and misuse of federal agents.

7. Johnson complained of Calvasina's actions in a letter to Robert Newman, (F.B.I. - see attached), delivered at 10 a.m. on September 9, 1993.

8. Within six hours of Robert Newman, F.B.I., receiving Johnson's complaint, Calvasina was at Bay Pointe telling Loesche that Johnson had "fingered them with the F.B.I."

9. Calvasina then met with F.B.I. agent, David E. VonHolle, 1280 Dyer Point Road, Palm City, Florida 34990, who slandered Johnson to his neighbors, Dr. Randy Hansborough, Marion Hansborough, Tom and Brenda Benda.

10. Johnson has now met with congressman Bill McCollum of the House Judiciary Committee, as well as their legal consul, Paul McNaulty (o) 202-225-3926, to ask for congressional hearings on this harassment and misuse of federal agents.

11. As a result of this vendetta, Johnson has been indicted by the F.B.I. for charges they well know are not true, and to slow Johnson's actions against them.

Warren D. Johnson, Jr.
511 SW Bay Pointe Circle
Palm City, FL 34990
(H) 561-286-0886
(O) 561-286-9288

FBI pick talks of agency problems

Hearing: "FBI is in desperate need of a director who will make drastic changes."

Chicago Tribune

Washington — As senators vowed to increase their oversight of the FBI, President Bush's nominee to head the agency bluntly acknowledged the need for far-reaching reforms Monday and promised to waste no time making changes.

Robert Mueller sought to assure senators that he understood the FBI's problems were serious and was unusually forthright in criticizing the agency he is expected to head. Even before he was questioned, Mueller reeled off a list of FBI embarrassments, from the shootout in Ruby Ridge, Idaho, to the spy case involving longtime agent Robert Hanssen.

"It is clear that these highly publicized problems have indeed shaken the public's trust in the FBI," Mueller said. "That shaken trust, in turn, inevitably affects the morale of the men and women who serve at the bureau."

Mueller added: "The FBI can, and must, do a better job of dealing with mistakes. If I have the honor of being confirmed by the Senate, I will make it my highest priority to restore the public's trust in the FBI, to re-earn the faith and trust of the American people."

Senators made it clear that they will be watching closely. "Congress has sometimes followed a hands-off approach about the FBI," said Judiciary Committee chairman Sen. Patrick Leahy, D-Vt. "Until the bureau's problems are solved, we will need a hands-on approach for a while."

A longtime federal prosecutor, Mueller has never been an FBI agent, and it has always been tricky for an outsider to take over the insular FBI. He sought a balance Monday, recognizing the bureau's problems while in-

sisting that most of its 28,000 employees are doing an excellent job.

Mueller's admirers include liberals such as Sen. Barbara Boxer, D-Calif., and conservatives such as Sen. Orrin Hatch, R-Utah. The Senate is expected to confirm him. Monday's hearing was less about Mueller's qualifications than the FBI's troubles and how the new director would fix them.

"The FBI is in desperate need of a director who will make drastic changes to the bureau's management culture," said Sen. Charles Grassley, R-Iowa, one of the FBI's toughest critics. "This person must be able to sweep out the culture of arrogance and replace it with a culture dedicated to truth and honorable service."

Leahy added: "This is more than a job interview, because we're at a crucial juncture for the FBI. ... In many ways, this will be a redefinition of the job of FBI director."

In recent years, a spate of missteps has exposed the bureau to open criticism.

In the early 1990s, the FBI was accused of covering up its errors during the shootout at Ruby Ridge and during the raid on the Branch Davidian compound near Waco, Texas. After the 1996 Olympic Park bombing in Atlanta, the bureau botched the initial investigation and wrongly blamed security guard Richard Jewell.

Workers at the famed FBI laboratory were found to have manipulated evidence. The bureau's espionage investigation of Wen Ho Lee also was widely criticized, and its failure to turn over documents to Oklahoma City bomber Timothy McVeigh's lawyers led Atty. Gen. John Ashcroft to delay McVeigh's execution for nearly a month.

Two weeks ago, the FBI admitted losing 449 guns and 184 laptop computers.

EXHIBIT V-1

Warren D Johnson, Jr. Family History

The Huguenots furnished America with some of its ablest citizens. Perhaps, no other group of non-English speaking people has contributed more to American life. Their names are written in the history and geography of America. Cities now stand where they first created forts and trading posts (Chicago, Detroit, New Orleans, Pittsburgh, St. Louis, Duluth, La Salle, Joliet, along with Lake Champlain and Louisiana).

A Huguenot General and Admiral fought at George Washington's side along with thousands of these soldiers. The First Chief Justice of the U.S. Supreme Court was a Huguenot, as was Peter (Pierre) Faneuil Hall, the "Cradle of Liberty."

John Alden captured the heart of Warren Johnson JR's great grandmother, Priscilla Mullins, (11 generations ago). Miles Standish, who vied for Priscilla's love, was turned down.

Ten generations later, Elizabeth Alden, Warren's great grandmother, was the first white woman born in New England. Then the ancestors purchased Seaconet Point, now Little Compton, Rhode Island, from the Seaconet Indians in 1659.

Lineage of Warren Johnson

- | | |
|--|---|
| <p>1. Pierre Grenelle (Born 1480)
M.
Marie Perrier (Perrier Water)</p> | <p>The family of Grenelle originated in the Duchy of Bourgogne in France. A street in Paris is named Rue de Grenelle and the family owned Grenelle Springs.</p> |
| <p>2. Charles Grenelle (Born 1510)
M. (1544)
Jeanne de Cartucet</p> | |
| <p>3. Gratien Grennell (1550 - 1625)
M.
Margarite Quarre</p> | <p>Judge for the Crown at Tournus, keeper of the Government Treasury (Salt Stores)</p> |
| <p>4. Jean Grenelle (1550 - 1625)
King's Counselor</p> | <p>Lord of Pimont
Lord of La Grange - Gourmond</p> |
| <p>5. Matthew Grenelle (Grinnel)
M. (1602 - 1643)
Rose (Who died after 1673)</p> | <p>The family became Protestant Huguenots with Matthew emigrating to Newport, Rhode Island (May 20, 1638)</p> |
| <p>6. Daniel Grinnell
M.
Mary Wordell (Born 1640)</p> | <p>John Alden (1599-) See Note 1
M.
Priscilla Mullens (Molines)</p> |

7. Daniel Grinnell
M.
Lydia Pabodie (1667 - 1748) ← Elizabeth Alden (1623 - 1717)
M.
William Pabodie (1619 - 1707)
8. George Grinnell (Born 1700)
M.
Mary Bull
9. Daniel Grinnell (Born 1729)
10. Amasa Grinnell (1754 - After 1812)
11. Isaiah Grinnell (Born 1774)
12. Mahala Grinnell (Born 1830)
13. Mahala Grinnell (Born 1830)
M.
William J. Caldwell (Born 1823)
14. William Caldwell
M.
Emma Strabe
15. Joyce Caldwell
M.
Warren Johnson, Sr.
16. Warren Johnson, Jr.
Sharon L. Pratt
Patricia A. Wellspeak
Paul R. Johnson
Jeffrey A. Johnson

Note 1:

John Alden, the pilgrim, (and Close friend of Miles Standish) was the seventh and youngest signer of the Mayflower Compact. William Mullins (Molines from the historic family of de Moulins) was the tenth signer of the Mayflower Compact. William with this wife, son and daughter (Priscilla) were some of the first Huguenots to come to America, sixty years before the Edict of Nantes Revocation, which sent 15,000 Huguenots to America (1685 - 1760). Most of these men were members of the Aristocracy.

The New Encyclopædia Britannica

Volume 1

Alden, John (b. 1599?, England—d. Sept. 12, 1687, Duxbury, Mass.), one of the Pilgrims who in 1620 immigrated to America in the *Mayflower* and founded the Plymouth colony, the first permanent English colony in New England.

Alden was hired as a cooper by the London merchants who financed the expedition to the New World. He later moved from Plymouth

to a farm at nearby Duxbury, where he lived most of his life. From this base he served in a variety of civic capacities: agent for the colony, surveyor of highways, deputy from Duxbury, member of the local council of war, treasurer, and, most important, assistant to the governor of Massachusetts (1623–41 and 1650–86). During this time he twice served as deputy governor.

Two popular myths have combined to perpetuate a romantic aura about the memory of John Alden. One claimed he was the first Pilgrim to set foot on Plymouth Rock. The other was dramatized by Henry Wadsworth Longfellow's poem "The Courtship of Miles Standish," in which Alden presumably won the hand of Priscilla Mullens after first wooing her for his friend Standish. He did wed Priscilla in 1623, and the marriage produced 11 children. When he died, he was the last male survivor of the Mayflower Company.

SOURCE: Encyclopædia Britannica - The New Book of Knowledge
published in 1994 by Grolier Incorporated.

SMITH, JOHN (1580–1631)

John Smith was an English soldier and explorer who helped found Jamestown, Virginia, the first permanent English colony in America. He was born in Willoughby, England, in 1580. While still in his teens he became a soldier and had many adventures. By his own account, he defeated three Turks in duels and killed yet another who had made him a slave.

In 1606, Smith joined a group of colonists bound for Virginia. On the voyage, Smith was accused of mutiny and arrested. When the ships reached America, the sealed orders of the Virginia Company of London were opened, revealing that Smith had been appointed to the colony's governing council. Because he was not allowed to serve at first, Smith went on an exploring expedition.

In his *General Historie of Virginia* (1624), Smith said that during this time away from the colony, he and some companions were captured by Indians. As he was about to be killed, he was saved by Pocahontas, the daughter of



Legend says Chief Powhatan spared John Smith's life at the insistence of his daughter, Pocahontas.

Chief Powhatan. Though no one knows if the tale is true, it is known that Pocahontas later befriended the colonists and brought them food.

On his return to Jamestown, Smith was arrested again but was soon freed. Eventually he became the colony's most successful leader. He set the colonists to work building houses and establishing farms, and during the severe winter of 1608–09 he saved them from starvation by persuading the Indians to give them corn.

In 1609, Smith was injured in an explosion and returned to England. Five years later he came back to America, explored New England, and made the first accurate map of the coast. His book *A Description of New England* (1616) gave the region its name. The Pilgrims later used his books and maps. Smith returned to England, where he died on June 21, 1631.

Reviewed by JOHN J. WATERS
University of Rochester

PLYMOUTH COLONY

The colony of Plymouth in Massachusetts was founded in 1620 by a group of English settlers, who were known as Pilgrims because they traveled to the New World. It was the second permanent colony in the New World to be settled by the English (the first was Jamestown, Virginia, founded in 1607). About one third of Plymouth's original settlers were Puritans, who came to the New World in search of religious freedom. But most of the Pilgrims who journeyed to the New World were simply hoping to find a better life than they had known in England.

The Puritans

The Puritans' search for religious freedom began in England in the 1500's. King Henry VIII (1491–1547) and later his daughter, Queen Elizabeth I (1533–1603), had tried to force all of the English people to practice Protestantism according to the ways of the newly formed Church of England. However, some of the English objected to the rituals of the new church, believing they too closely resembled the Roman Catholic form of worship. Because these objectors wanted to form a church

church, they became known as Puritans. Some of these Puritans eventually broke away from the church. They were called Separatists.

King James I (1566–1625) made it a crime for anyone to hold privately organized religious services. Books and pamphlets that contained Separatist beliefs were seized. Many Separatist leaders were thrown in jail or condemned to death.

To escape this persecution, Separatists began to flee from England. About 100 of them settled in a small university town called Leyden in the Netherlands in 1609. Here they could worship as they pleased, but they found it difficult to earn a good living. They also worried that their children would forget their English heritage. As time passed, they longed to return to the English way of life.

Because they could not safely worship as they pleased in England, the Leyden Separatists decided to go instead to the English lands in North America. After long efforts their representatives persuaded the English Government to let them settle there. Expecting that the King would soon give his seal on their petition, the Separatists left about



The Pilgrims who settled Plymouth Colony came to the New World in search of a better life. Many were Puritans, who sought religious freedom from the Church of England.

money for the venture. A group of about 70 Merchant Adventurers formed a joint-stock company for this purpose. It was decided that the Separatists would settle on land granted to the Second (Plymouth) Virginia Company and earn their living by fishing.

In July, 1620, a small group of about 46 men, women, and children sailed for England aboard the leaky little *Speedwell*. There they were joined by another group of about the same size. Its members had been recruited by the venture's merchant backers, and most of them belonged to the Church of England. The Separatists called themselves Saints. The others they called Strangers. A third group included 5 artisans (people with special work skills) and 18 servants, most of whom had pledged to work for their masters in return for their passage. Three of the best-remembered Pilgrims—Captain Myles Standish (1584?–1656), John Alden (1599?–1687), and Priscilla Mullins—were not Saints, but Strangers. When the *Speedwell* proved to be unseaworthy, the Saints and Strangers all crowded aboard the larger *Mayflower* in the port of Plymouth.

According to the Old Style calendar, the *Mayflower* set sail for Plymouth on September 6, 1620 (which would be September 16 by the calendar we now use).

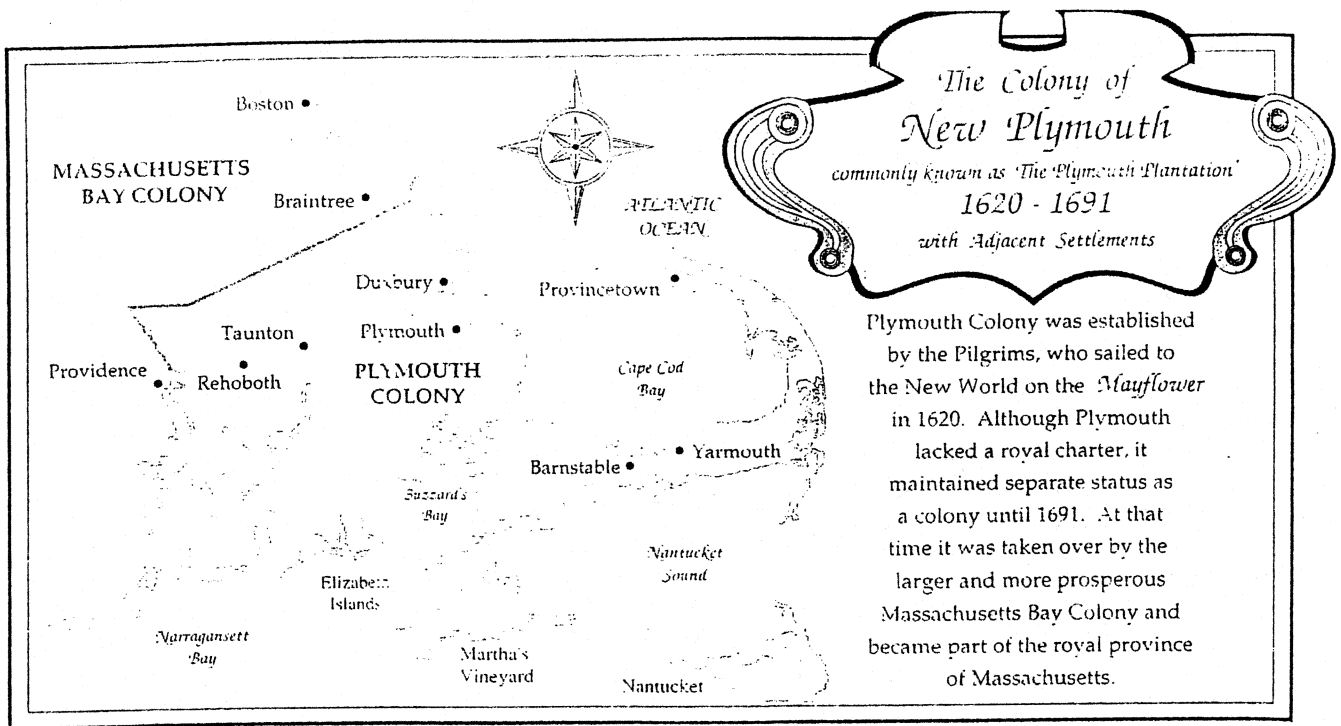
The Founding of Plymouth

After 65 long days at sea, the *Mayflower* dropped anchor on November 11 (or Novem-

ber 21) in the sheltered harbor of what is now Provincetown at the tip of Cape Cod, Massachusetts. Because they were far away from an established system of law and order and had begun to argue among themselves, the Pilgrim leaders decided they must create a governing authority. They drew up an agreement called the Mayflower Compact, which became the first agreement for self-government signed in America. This document was signed by the 41 men aboard the *Mayflower*, who pledged to obey its laws. After the signing, John Carver (1576?–1621) was chosen to be the colony's first governor.

THE MAYFLOWER COMPACT

In ye name of God Amen. We whose names are underwritten, the loyall subjects of our dread soveraigne Lord King James, by ye grace of God, of great Britaine, franc, & Ireland king, defender of ye faith, &c. Haveing undertaken, for ye glorie of God, and advancements of ye Christian faith and honour of our king & countrie, a voyage to plant ye first Colonie in ye Northerne parts of Virginia (land granted to the Virginia Company). Doe by these presents solemnly & mutuaily in ye presence of God, and one of another, covenant, & combine our selves togeather into a civill body politick: for our better ordering, & preservation & furtherance of ye ends aforesaid: and by vertue hereof, to enacte, constitute, and frame such just & equall Lawes, ordinances, Acts, constitutions, & offices, from time to time, as shall be thought most meere & convenient for ye generall good of ye Colonie: Unto which we promise all due submission and obedience. In witness whereof we have hereunto subscribed our names at Cap-Cod ye 11th of November, in ye year of ye raigne of our soveraigne Lord King James of England the first, and of ye Colonie the first.



After exploring the coast along Massachusetts Bay, the Pilgrims on December 11 (December 21) chose Plymouth as the site of their colony. Plymouth had been named by Captain John Smith on his trip to New England in 1614. According to legend the Pilgrims stepped ashore onto a large boulder, the famous Plymouth Rock. Cannons were dragged to the top of a nearby hill and set in place for protection. The first building to rise was the Common House. Then rough huts began to go up. Soon, however, sickness struck the Pilgrims. By the end of their first winter half the group were dead.

Toward the end of winter an Indian brave suddenly appeared among them. To their amazement he greeted them in English. His name was Samoset, and he had been in contact with English traders on the coast of Maine several years before. From him the Pilgrims learned that they had nothing to fear from the Indians of the region, as most of them had died in a smallpox epidemic a few years before. Later Samoset brought his friend Squanto (?-1622), who had once been captured and sold as a slave to Spain, but had later escaped to England and returned to America in 1619. Squanto became a trusted friend of the Pilgrims, acting as their guide and interpreter for the rest of his life.

Through Samoset, the Pilgrims had also met Massasoit (?-1661), chief of the Wampanoag Indians. He had seen the English ship the *Mayflower*. The Englishmen and the

made a peace treaty that remained in force for many years. Under this treaty Plymouth Colony prospered. Its population grew with new arrivals from England.

Life in Plymouth Colony

At first the colony had only a single street. On either side stood low wooden houses with small gardens in back. Larger homes were built in the neighboring countryside when each settler was granted land there in 1627. From the beginning, however, one building was more important than any of the others. This was the meetinghouse. On Sunday mornings the whole colony gathered there for religious services. They remained, sitting on hard wooden benches, all morning. After going home for midday dinner, they came back to spend the rest of the day praying, singing hymns, and listening to sermons that went on for hours.

The Indians taught the colonists how to plant maize (corn) in rows and how to use fish traps to catch herring for fertilizer. Corn and other vegetables as well as berries, wildfowl, game, and fish soon gave an ample and varied diet. To celebrate the first bountiful harvest, in 1621, the Pilgrims held a thanksgiving feast and invited their Indian friends.

To fulfill their contract with the London merchants, the Pilgrims had to contribute their labor for seven years in return for funds and supplies. They agreed to plant and harvest

common store, from which food and other necessities were drawn. Sometimes the London backers were slow in sending supplies, and the colonists did not have enough food to go around. The main source of the colony's wealth was beaver furs received in trade with the Indians in exchange for cheap trinkets. In 1627, profits from the beaver trade enabled the colony to buy out its London backers and to get their permission to continue trade with the Indians. The colonists built trading posts in the Connecticut Valley to the west and along the Kennebec and Penobscot rivers to the north, in what is now Maine.

Religion and Government. Religion remained the driving force in the affairs of Plymouth. Although the Pilgrims were victims of religious persecution themselves, they often were intolerant toward members of other persecuted religious groups. Thus, the Quakers, who had fled to the New World for the same reasons as the Pilgrims, were driven out of Plymouth Colony.

Although the governors of the colony were not ministers, they were devout churchgoers and frequently were called on for advice in church matters. The governors were elected, but only certain members of the community (called freemen) had the right to vote. The most notable governor was William Bradford, who headed the colony for 30 of the years between 1621 and 1656. Bradford was also Plymouth's leading historian. In his history, *Of Plymouth Plantation*, he wrote a long account of its founding and early years.

With the aid of his council the governor issued laws ruling the lives of the colonists. These laws were strict but not severe by the standards of the time. Only seven crimes, including witchcraft, were punishable by death. In England, on the other hand, hundreds of petty crimes could send a man to the gallows. In the entire history of Plymouth Colony only two men were hanged for their crimes. Lesser offenders usually had to pay fines. Sometimes, however, judges sentenced an offender to the stocks in order to make a public example of him. He would have to sit or stand for hours in the town square—his ankles, his wrists, and sometimes his neck locked in a wooden frame. The stocks were uncomfortable enough, but the stares and jeers of the passersby must have been even harder to bear for some offenders.

Later Years

As time went on, other English settlements sprang up along the shore of Massachusetts Bay. One, Mount Wollaston, proved a troublesome neighbor. In 1628 its leader, Thomas Morton (?–1647?), renamed the settlement Merry Mount. He gave jolly parties for white men and Indians at which generous amounts of liquor were drunk. The Pilgrims were angered as much by Morton's success at trade with the Indians as by his high living. They sent after him a small group of armed men commanded by Captain Myles Standish. Morton was arrested and sent back to England.

The Pilgrims' most important neighbor was the Puritan colony of Massachusetts Bay, in the area of Boston and Salem. Many Puritans came there from England during the 1630's, and the colony grew rapidly. Thereafter, it overshadowed the colony at Plymouth more and more. Neither King James nor his successors ever fixed the royal seal to Plymouth Colony's charter. As a result, the Pilgrims' right to their land was never clearly established. In 1691, Massachusetts Bay Colony was granted a royal charter that included much of the area it had asked for, including Plymouth. Seventy-two years after the Pilgrims first stepped ashore, the Old Colony, as it had come to be called, was no more.

The Pilgrims proved beyond doubt that ordinary English people could support and govern themselves in the New World. Governor Bradford wrote, "... as one small candle may light a thousand, so the light here kindled hath shone unto many, yea, in some sort, to our whole nation."

Today the Pilgrim village has been rebuilt at Plymouth, Massachusetts, under its original name, Plimoth Plantation. In addition to seeing Plymouth Rock, visitors may go aboard *Mayflower II* (a replica of the original ship), and tour the First House, 1627 House, Fort Meetinghouse, Pilgrim Hall, and Burial Hill.

MARY LEE SETTLE
Author, *O Beulah Land*

See also COLONIAL LIFE IN AMERICA: MAYFLOWER; REFORMATION; THANKSGIVING DAY; THIRTEEN AMERICAN COLONIES.

PNEUMATIC DEVICES. See HYDRAULIC AND PNEUMATIC SYSTEMS.

PNEUMONIA. See DISEASES.

PCCAHTONTAS. See INDIANS, AMERICAN (Profiles). SMITH, JOHN.

Item No. 7

THE MAYFLOWER COMPACT

(November 11, 1620)

IN The Name of God, Amen. We, whose names are underwritten, the Loyal Subjects of our dread Sovereign Lord King *James*, by the Grace of God, of *Great Britain, France, and Ireland*, King, *Defender of the Faith*, &c. Having undertaken for the Glory of God, and Advancement of the Christian Faith, and the Honour of our King and Country, a Voyage to plant the first colony in the northern Parts of Virginia; Do by these Presents, solemnly and mutually in the Presence of God and one another, covenant and combine ourselves together into a civil Body Politick, for our better Ordering and Preservation, and Furtherance of the Ends aforesaid; And by Virtue hereof do enact, constitute, and frame, such just and equal Laws, Ordinances, Acts, Constitutions, and Offices, from time to time, as shall be thought most meet and convenient for the general Good of the Colony; unto which we promise all due Submission and Obedience. In WITNESS whereof we have hereunto subscribed our names at *Cape Cod* the eleventh of *November*, in the Reign of our Sovereign Lord King *James* of *England, France, and Ireland*, the eighteenth and of *Scotland*, the fifty-fourth. *Anno Domini*, 1620

Mr. John Carver	James Chilton	John Howland	Thomas Tinker
Mr. William Bradford	John Craxton	Thomas Williams	John Ridgate
Mr. Stephen Hopkins	John Billington	Gilbert Winslow	Edward Fuller
Digery Priest	Joses Fletcher	Edmund Margesson	Richard Clark
Mr. Edward Winslow	John Goodman	Peter Brown	Richard Gardiner
Mr. William Brewster	Mr. Samuel Fuller	Richard Bitteridge	Mr. John Allerton
Isaac Allerton	Mr. Christopher	George Soule	Thomas English
Miles Standish	Martin	Edward Tilly	Edward Doten
(9) John Alden	(19) Mr. William Mullins	John Tilly	Edward Liester.
John Turner	Mr. William White	Francis Cooke	
Francis Eaton	Mr. Richard Warren	Thomas Rogers	

the Mayflower Compact, which became the first agreement for self-government signed in America. This document was signed by the 41 men aboard the *Mayflower*, who pledged to obey its laws. After the signing, John Carver (1576?–1621) was chosen to be the colony's first governor.

Virginia Begins to Prosper

Both the London Company and the settlers in Virginia were learning the lesson John Smith had once tried to teach them. From the beginning Smith believed that the true wealth of Virginia lay in its forests and fertile soil. While he was still in Jamestown, he warned the directors, "There is nothing to be gained here except by hard work." John Smith was right.

Tobacco was the settlers' first "money crop"; it transformed the struggling settlements into a prosperous colony. American Indians had been smoking long before the first Europeans arrived in the New World. When tobacco was introduced to the Old World, many Europeans at first objected. King James of England warned that smoking was "hateful, harmful to the brain, and dangerous to the lungs." But each year Englishmen bought more tobacco. As the demand for tobacco increased, the price climbed higher and higher.

One of the early Jamestown settlers, John Rolfe, decided to try growing tobacco. He planted the first seeds in 1612 and discovered that this valuable plant grew well in the soil and the mild, moist climate of Virginia. Other settlers quickly followed his example. Within a few years Englishmen began to call Virginia their tobacco colony.

► NEW ENGLAND

In 1607, only a few weeks after the first settlers landed at Jamestown, another band of English settlers arrived off the coast of what is now Maine. They had been sent by the Plymouth Company to start a colony. They built a fort and a few huts near the mouth of the Sagadahoc River, later called the Kennebec. But they were no better prepared to build a settlement in the wilderness than the Jamestown colonists had been. To make matters worse, the winter was bitterly cold. Many of the hungry, half-frozen settlers died. The survivors returned to England.

The Pilgrims

Meanwhile, a small group of English Separatists who lived in the farming village of Scrooby were having their own troubles. They were called Separatists because they wanted to separate from the Church of England. Today we know them as the Pilgrims because they traveled from place to place seeking some-

where to settle where they would be free to worship God in their own way.

Their troubles began with the adoption of a law compelling all English subjects to attend the Church of England. The Pilgrims refused to obey this law. They gathered secretly in one another's homes to worship in their own way. Those who were caught were fined and thrown into jail. In 1608 they fled from England to Holland.

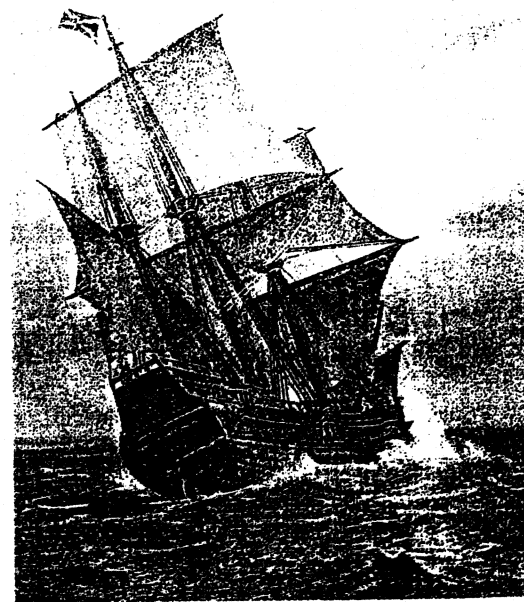
The Pilgrims lived for a year in Amsterdam and then moved to the smaller city of Leyden. In Holland they were allowed to worship as they chose. The Dutch, a tolerant people, gave shelter to religious and political refugees from many nations.

But the Pilgrims were not completely happy in the Netherlands. Most of them had been farmers in England, and they found it hard to earn a living at other trades. It disturbed them to see their children growing up Dutch instead of English. So the Pilgrims decided to move again, this time to America.

The Pilgrims could not afford to hire ships and to buy supplies for their colony. Fortunately, a company of English businessmen, looking for colonists, was willing to finance the venture. In return the Pilgrims agreed to work for the company for seven years. During this period all the profits from trade with the Indians and from fishing, lumbering, and farming were to belong to the company. It was a hard bargain, but the best the Pilgrims could make.

The Pilgrims left Holland and sailed first to the English seaport of Southampton. There they joined another group of Pilgrims. On August 15, 1620, they sailed for America on two vessels, the *Speedwell* and the *Mayflower*. But the smaller of the two ships, the *Speedwell*, sprang a leak, and both ships turned into the port of Dartmouth. As soon as repairs had been made the Pilgrims sailed again. The *Speedwell* still leaked, however, and the vessels turned back a second time, this time to the port of Plymouth. There the Pilgrims decided to abandon the *Speedwell*. Leaving 20 of the passengers behind, the remaining travelers—101 in all—crowded on board the *Mayflower*.

On September 16 the *Mayflower* left Plymouth and headed west into the open sea. In one terrible storm a main beam of the ship split wide open. The vessel seemed to melt.



After two stormy months at sea aboard the *Mayflower* (above), the Pilgrims (left), led by William Bradford, signed the Compact establishing the Plymouth Colony.

But the Pilgrims and the crew managed to repair the damage, and the *Mayflower* continued on its way.

At last, on November 19, after more than two months at sea, the Pilgrims caught their first glimpse of land. In the distance they saw the long, sandy peninsula of Cape Cod. They had intended to settle much farther south, but winter was close at hand. They decided to land and begin their colony as soon as possible.

The next day the *Mayflower* rounded the tip of the cape and anchored in what is now the harbor of Provincetown. There, before they landed, the Pilgrims made a solemn promise to one another. One by one the men stepped forward in the ship's tiny cabin to sign an agreement known as the Mayflower Compact. They pledged to obey all the laws that they themselves would adopt. With this agreement the Pilgrims took a long step along the road toward a system of self-government and democracy.

Plymouth Colony

The next day was Sunday, and the Pilgrims spent the time aboard ship in prayer and thanksgiving. But early Monday they went ashore. While the men stood guard with loaded muskets, the women washed clothes and the children played on the beach.

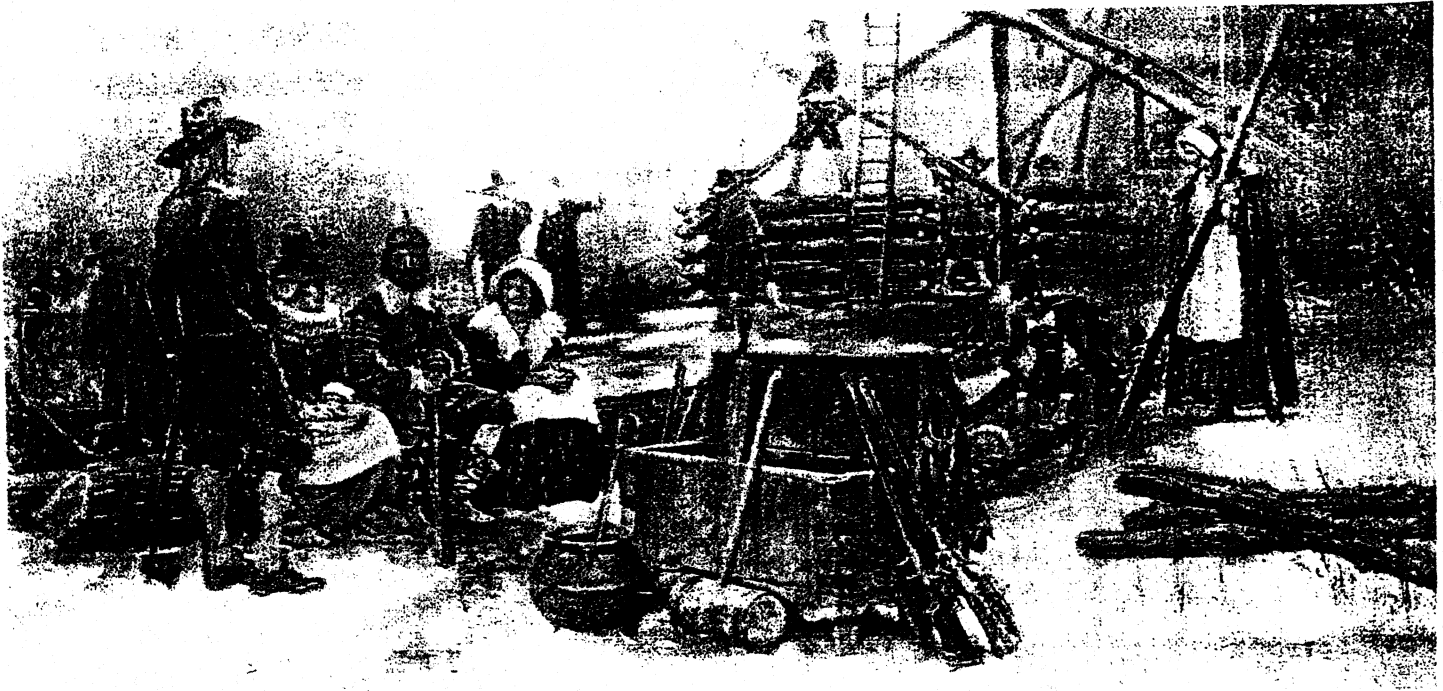
The *Mayflower* remained in Provincetown harbor for several weeks. During this time, Captain Miles Standish and a number of men

explored the coast. Finally they chose Plymouth as the place to build their colony. Captain John Smith had visited the site of Plymouth in 1614 and had given it the name it bears to this day. It was an ideal location, with a good harbor, brooks of clear water, and fields cleared by the Indians.

Late in December the *Mayflower* crossed Massachusetts Bay and anchored in Plymouth Harbor. On December 25 work began on the first building, a "common house." During the following weeks the first rough cabins began to take shape. But the Pilgrims suffered from the bitter cold and sickness. Before spring arrived only half of those who sailed in the *Mayflower* were still alive. But not one of the survivors returned to England when the *Mayflower* sailed in April.

All through that cruel winter the Pilgrims had lived in constant fear of the Indians. Guards stood on watch day and night. The little graveyard on the hill grew larger and larger. But only the Pilgrims knew it was there, for they had carefully covered the scarred earth with leaves and grass. They did not want the Indians to learn how many of their number had died and how few were left.

Toward the end of winter, however, the settlers learned that the Indians living around Plymouth were friendly. They taught the Pilgrims how to hunt game and trap fish. They told them what berries and nuts were good to eat. The Pilgrims began to feel more secure.



After their first harsh winter in New England, the Pilgrims began to build a permanent colony. They traded with the Indians, who taught them to hunt and plant crops.

squash, beans, and corn and taught them how to plant and cultivate the crops.

With the Indians helping them, the Pilgrims began to prosper. They caught and dried fish. They cut down trees and sawed the logs into planks. They traded with the Indians and collected bundles of furs. All these were carefully stored until they could be sent to the company in England. When autumn came, seven houses and a church faced the street that led to the water. Three other buildings, all storehouses, were filled with the harvest from the fields and with fish, furs, and lumber.

By November, 1621, the Pilgrims had been in the New World an entire year. A ship from England had just landed 30 new settlers and fresh supplies. The storehouses were filled to overflowing. William Bradford, the governor, decided to set aside several days for recreation and giving thanks to God. And so, with nearly 100 Indians for company, the Pilgrims held the first Thanksgiving celebration in America.

After 1621 other ships brought more men, women, and children to the colony. Plymouth itself grew larger. New villages sprang up nearby. There on the shores of Massachusetts Bay the Pilgrims found the religious freedom and the new way of life they had been seeking.

Massachusetts Bay Colony

The Pilgrims led the way. The Puritans soon followed. The Puritans followed the Pilgrims.

were dissatisfied with the Church of England. Unlike the Pilgrims, however, they were willing to remain members of the church. But they wished to simplify and purify the church service. This is why they were called Puritans. Finally they decided to move to the New World. They did not wish to go to Virginia, because there the Church of England had already been established as the official church. They decided, therefore, to follow the Pilgrims to New England.

In 1629 the Puritan leaders secured a charter from the King of England. This charter gave them a grant of land in New England and the right to build a colony. The leaders of the Massachusetts Bay Company, as it was called, then began to make plans to settle in America.

With the help of the Indians, the Pilgrims were soon able to send furs and other goods to England.



In 1628, even before the King gave a charter to the company, a number of Puritans had moved to New England. About 40 settlers, led by John Endecott, had started the village of Naumkeag, later called Salem, on the northeast coast of Massachusetts.

The first large group of Puritans sailed for the New World in the spring of 1630. They were led by John Winthrop, their first governor. There were nearly 1,000 men, women, and children aboard the fleet of ships that carried them on their great venture.

Many of the Puritans were well educated. Many were wealthy. They brought with them everything they needed to start a successful colony. They brought large supplies of food,



John Winthrop brought 1,000 Puritans to New England aboard the Arbella in 1630. He was governor of the Massachusetts Bay Colony for more than 20 years. Winthrop also helped to settle Boston and to establish the Congregational Church in New England.

plows and other tools, seeds, cattle, horses, and oxen. They brought furnishings for the homes they planned to build.

During the next few years thousands of other Puritans arrived in America. By 1640 more than 20,000 settlers were living in the growing towns of Boston, Charlestown, Newtown (Newton), and other settlements.

During the first few years, John Winthrop and other Puritan leaders tried to keep the control of the colony in their own hands. They refused to allow people of other religions to settle in the colony. They punished Puritans who did not agree with them, sometimes whipping them in public, sometimes driving them out of the colony. They permitted only a small, selected group of settlers to vote and to hold public office.

Many settlers objected to this strict rule. They demanded the right to share in the government. Finally, as the protests increased, the leaders agreed to meet these demands. They allowed all Puritan men to vote. They gave each town the right to send representa-

tives to the legislature of the colony. And they gave each town the right to govern itself through town meetings. At these town meetings the citizens reached decisions by a majority vote. So in Massachusetts Bay Colony, as earlier in Virginia, the settlers began to develop a democratic form of government.

Rhode Island

Massachusetts Bay Colony was only a year old when, in 1631, a young clergyman named Roger Williams arrived in New England. He began to trade with the Indians around Narragansett Bay and soon learned their language. Because he was always fair in his dealings with them, the Narragansetts became his firm friends.

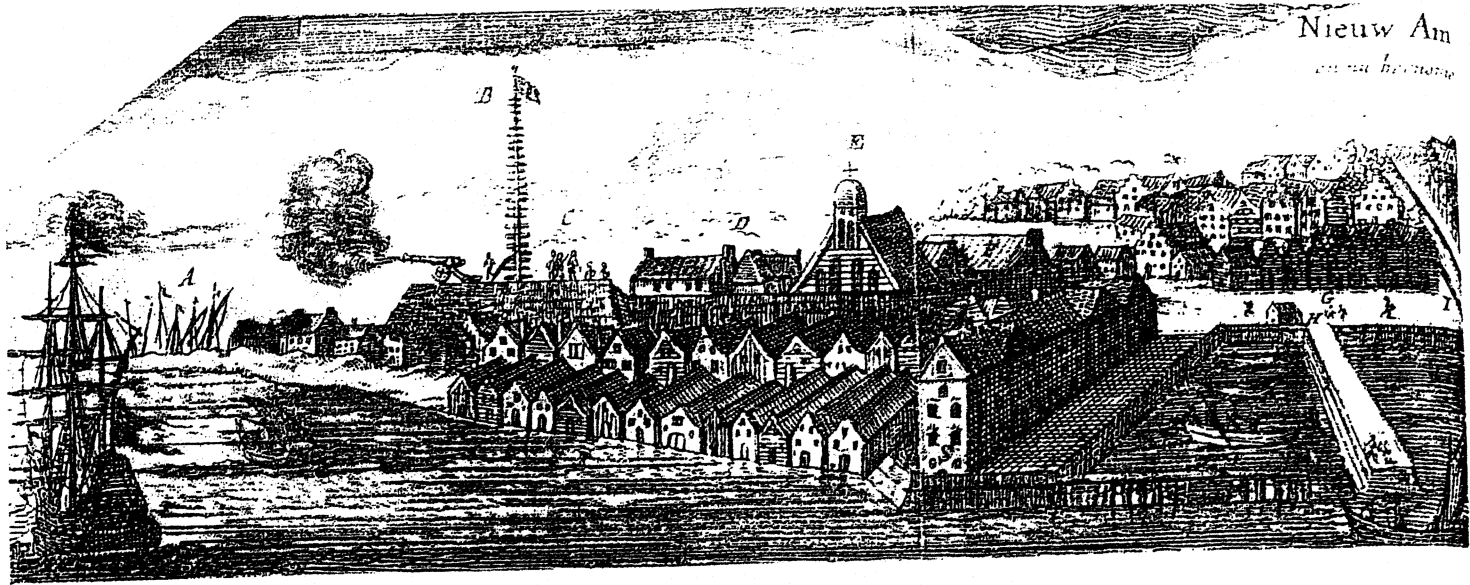
On Sundays Roger Williams preached in a church in Salem. From the beginning he was in trouble with the Puritan leaders. He taught that the settlers had no right to the land unless they bought it from the Indians. He made the Puritan leaders even angrier when he insisted that they had no right to compel the colonists to attend the Puritan church. He argued that every individual had the right to worship in his own way and to say what he



Roger Williams founded Rhode Island after he quarreled with the Puritan leaders of the Massachusetts Bay Colony. Williams believed that the Indians should be treated fairly and that the colonists should not be forced to attend the Puritan Church.

believed to be true. The Puritan leaders repeatedly warned Roger Williams that he must stop teaching these beliefs. When he refused to be silent, the Puritans decided to banish him from their colony.

On a wintry night in 1635, a friend knocked on the door of Roger Williams' home. He warned Williams that officers were on the way to arrest him. Williams hastily gathered a few belongings and fled into the forest. He made his way through the snow-covered wilderness to his friends, the Narragansett Indians, and lived with them for the rest of the winter.



In the spring Roger Williams bought land from the Indians. With a group of friends from Massachusetts he started the settlement of Providence on the shores of Narragansett Bay. Other exiles from Massachusetts built other villages around the bay. In 1644 the King of England gave Roger Williams a charter for the colony of Rhode Island.

Rhode Island became a model of freedom. Every man had the right to vote and to hold public office. Individuals could worship as they pleased, and they were free to say what they believed without fear of arrest.

Connecticut

In 1636, the same year that Roger Williams started Rhode Island, another group of people from the Massachusetts Bay Colony settled on the banks of the Connecticut River. This group of about 100 men, women, and children had heard of the rich soil in the Connecticut Valley. Led by Thomas Hooker, the pastor of their church, they traveled westward along Indian trails through the forest. On the banks of the Connecticut River they built a village called Hartford.

Other pioneers soon started settlements nearby. In 1662, after 15 towns had been settled, the English King gave the new colony a charter. This charter gave the Connecticut colonists the right to govern themselves.

Maine and New Hampshire

In 1622 the King gave Sir Ferdinando Gorges and John Mason the right to settle the vast wilderness that in time became the states of Maine and New Hampshire. Seven years

later the two men divided the land. Gorges took the northern, or Maine, section. Mason took the New Hampshire area.

During the 1630's pioneers from Massachusetts Bay Colony moved northward and started the towns of Portsmouth, Exeter, and Hampton, in New Hampshire. Other pioneers built farms and villages. Like the settlers of Rhode Island, many of these people were escaping from religious persecution. It was not until 1679, however, that New Hampshire became a separate colony.

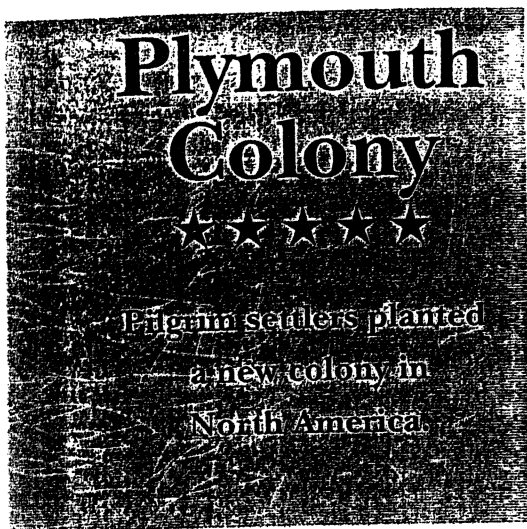
During these same years fishermen, traders, and pioneers from Massachusetts started a number of villages and towns in Maine, mostly along the coast. But Massachusetts claimed the entire area, and Maine never became a separate colony.

► THE MIDDLE COLONIES

Settlers from the Netherlands and Sweden, rather than from England, built the first settlements in the area that later became the middle colonies—New York, New Jersey, Pennsylvania, and Delaware.

New Netherland

In 1609, when Jamestown was only two years old, a Dutch ship called the *Half Moon* sailed from the Netherlands. Henry Hudson, the captain of the ship, was an Englishman. He had been hired by the Dutch East India Company to explore the Atlantic coast of the New World. The owners of the company hoped that Hudson would find a passage through America that would give them a shorter trade route to the East Indies.



SOURCE: Events that Changed American History published in 1994 by Steck-Vaughn Co.

For Religious Freedom

Religious troubles racked England in the early 1600s. The English had broken away from the Roman Catholic Church and set up their own Anglican Church. By law, everyone had to belong to this church. But some English people felt that the Anglican Church was still too much like the Catholic Church. They wanted to eliminate the elaborate religious services and simplify other aspects of worship. Because these people wanted to reform or purify the church, they were called Puritans.

Others, called Separatists, wanted to separate from the Anglican Church altogether. Some Separatists were imprisoned and even killed for their beliefs. In 1609, a small band of Separatists left England and settled in Holland. Here they could worship freely, but they worried that their children would lose their English heritage.

The Separatists looked to America as a haven where they could practice their religion and keep their English traditions. There was already a British colony in North America—Jamestown in Virginia.

Coming to America

In September 1620, a small ship called the *Mayflower* set sail from Plymouth, England. Of the 102 passengers on board, about half were Separatists (later known as "Pilgrims"). The rest, called "strangers," were ordinary people who hoped they would find a better life in America than they had in England. They were bound for the Virginia colony. They had with them a charter permitting them to set up their own community. The crossing was rough and the ship was overcrowded. Although many became ill, only one person died. Two children were born.

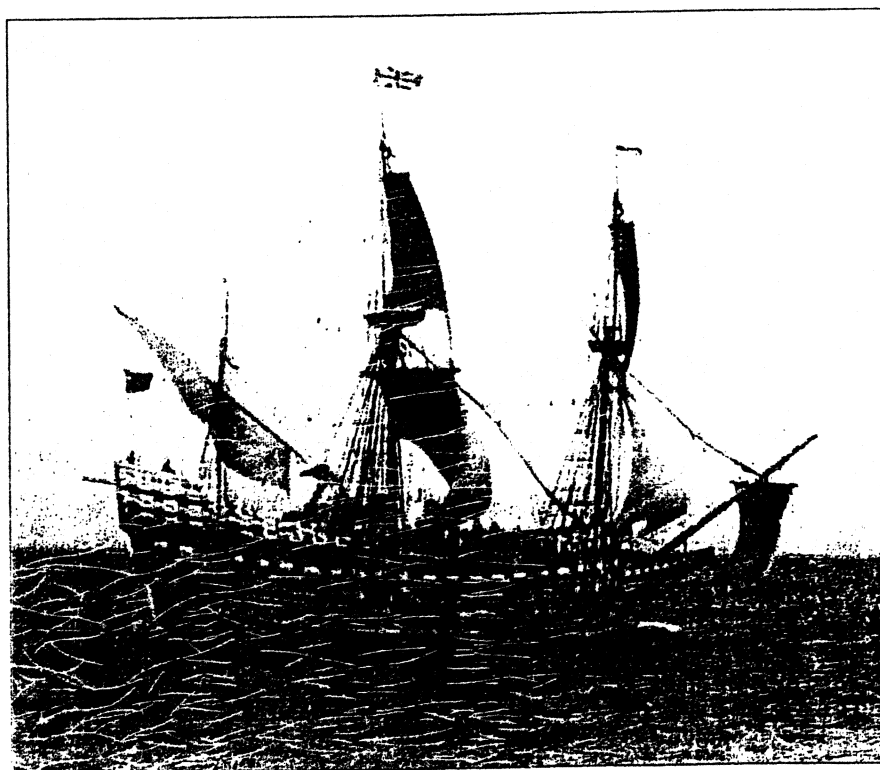
The Mayflower Compact Storm-tossed seas swept the *Mayflower* off its course. On November 9, the voyagers sighted land—present-day Cape Cod on the Massachusetts coast. They knew that they were far from

the Virginia colony. But with so many sick and with winter fast approaching, they were eager to go ashore.

Forty-one men met in the ship's cabin to decide on a course of action. There was threatening talk of mutiny among the non-Pilgrims, those who had hoped to make their fortunes in Virginia. Instead, Pilgrims and strangers alike signed an agreement, known as the Mayflower Compact. In it they agreed to form a government and make laws that all would obey. This was the first step toward self-government in New England.

Surviving in the Wilderness

The settlers chose the place that the Virginia colonist and explorer John Smith had labeled Plymouth on a map he had drawn. They chose their site well. There was a good water supply, and the nearby fields had been cultivated by Native Americans.



Bound for Virginia, the *Mayflower* went off course and landed in Massachusetts. This photograph shows a reconstruction of the ship.

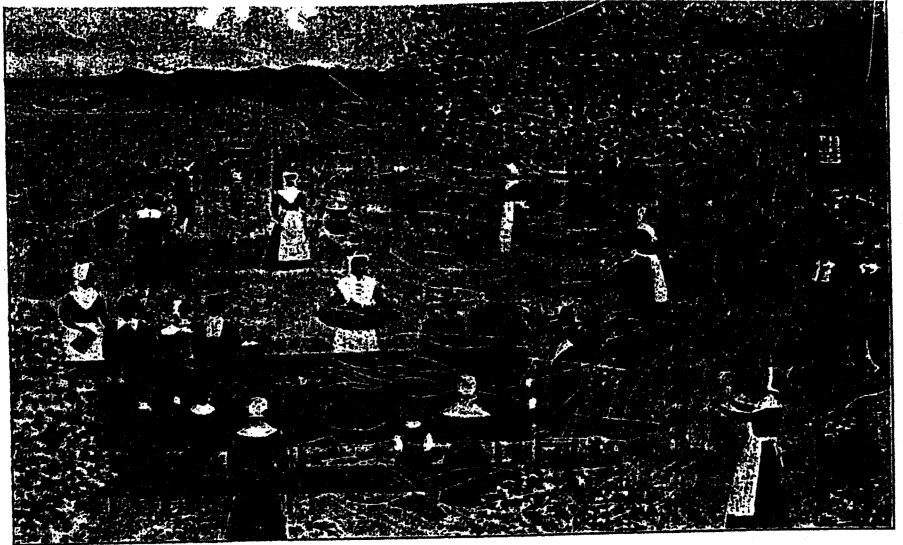
Nevertheless, the first winter was filled with hardship. The settlers had little food and almost no time to build proper shelter. Half of them died from starvation, disease, and exposure to the elements.

By spring, however, conditions improved. A few friendly Indians—Squanto, Samoset, and Massasoit—showed the settlers where to hunt and fish. They also showed the settlers how to plant new crops, such as corn, squash, and beans. Without their help, the settlers would not have survived.

At the top of a hill overlooking the harbor, the settlers built a fort and meetinghouse. The meetinghouse also served as their church. Each family built a sturdy wooden house and planted a garden nearby.

By the following autumn, the settlers were ready to celebrate their success. They harvested their crops, shot wild turkey and deer, and invited the Native Americans to a three-day festival. Held in October 1621, it was the first Thanksgiving.

The Plymouth colony never became very large or very prosperous. The sandy, marshy soil at Plymouth



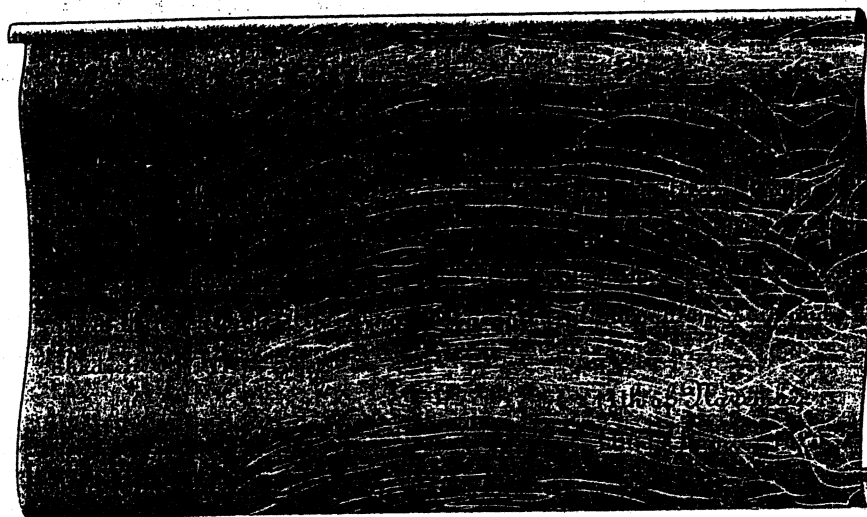
With help from Native Americans and their own determination, the Pilgrims were able to survive. This painting, by Doris Lee, was made in the 1930s.

could support only small farms. Still, the Pilgrims remained convinced that God had brought them to the New World for a purpose. As William Bradford, the second governor of the colony, later wrote in his *History of the Plimouth Plantation*, "As one small candle may light a thousand, so the light there kindled hath shone to many, yea in some sort to our whole nation."

Colonies Grow in New England

Other settlers, mostly Puritans, followed the Pilgrims to New England. In 1630, about 1,000 people in 17 ships set sail for New England. They settled in Salem on Massachusetts Bay, but soon spread to the outlying areas and founded new towns—Boston, Cambridge, and Charlestown. These colonies grew rapidly and, by 1691, had absorbed the Plymouth colony. But the legacy of the Pilgrims survived. The New England colonies developed a strong tradition of self-government. Town meetings were a part of this tradition. Residents attended an annual meeting to discuss issues of concern and to choose *selectmen* to govern the town. As at Plymouth, the most important building in many New England towns was the meetinghouse. Religious traditions also remained strong in the New England colonies.

As the colonies expanded, however, relations between the settlers and the Indians worsened. The Puritans who came to New England viewed the natives as savages who needed to be civilized through Christianity and European traditions. The English attitude toward the Indians was generally disapproving and often cruel. This attitude led to much open conflict in the years that followed.



In this excerpt from the Mayflower Compact, the colonists set forth the idea of self-government, a tradition still continued in New England's town meetings.

Informed jurors bolster justice

Orlando Sentinel

WEDNESDAY, APRIL 3, 2002

Justice welcomes this news: Juries in Lake County are being encouraged to take notes.

When you consider what's at stake in a trial — an individual's freedom, perhaps even a life, millions of dollars or the survival of a company — a clear grasp of evidence and testimony only makes sense.

When fair-minded, honest people fully understand the evidence and testimony before them, the rights of the innocent against abuse or persecution by government authority stand the best chance of being upheld.

A 1990 study commissioned by The American Bar Association found that "more than 80 percent of judges polled responded that they had presided over cases they believed were too complex for a jury to render a fair verdict."

When jurors can't record key points in testimony and evidence, then get hit by a complicated set of instructions, they go to the jury room feeling insecure about their knowledge of the case.

This leaves them more vulnerable to manipulation.

EXHIBIT X

CASE NO. 92-33339-BKC-SHF
Chapter 7

IN RE:
WARREN D. JOHNSON, JR.,

Debtor(s).

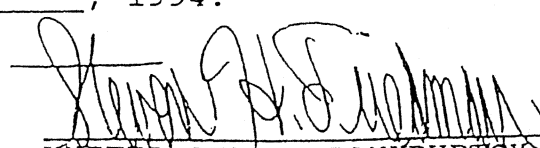
ORDER APPROVING THE SALE OF ASSETS

THIS CAUSE having come before the Court on March 8, 1994 upon the Motion to Approve the Sale of Assets. The Court having reviewed the Motion and otherwise being duly advised in the premises, it is thereupon

ORDERED AND ADJUDGED as follows:

1. The Motion to Approve Sale of Assets is hereby granted.
2. The Debtor has agreed to pay the sum of \$5,000.00 to purchase the lawsuit against Sun Bank as Trustee, Dain Bosworth, the Apex Fund, Southward and Company, Dryfuss Municipal, Steinroe, Steve Rosky, ~~Raymond~~, Corrine Calvasina and the many bondholders.
3. The Debtor will pay the sum of \$1,000.00 on or before January 31, 1994 with an additional \$1,000.00 per month to be due on or before the last day of each month for the next consecutive four (4) months.

DONE AND ORDERED in the Southern District of Florida,
this 8th day of March, 1994.


UNITED STATES BANKRUPTCY JUDGE

Copies Furnished:
LESLIE SCOTT OSBORNE, ESQ.
FURR AND COHEN, P.A.
1499 W. PALMETTO PARK ROAD, SUITE 412
BOCA RATON, FL 33486

ATTORNEY OSBORNE IS DIRECTED TO MAIL A CONFORMED COPY OF THIS ORDER IMMEDIATELY UPON RECEIPT TO ALL CREDITORS AND INTERESTED PARTIES

NOTICE TO CUSTOMERS
The Purchase of an indemnity Bond will be required before this check
will be replaced or refunded in the event it is lost, misplaced or stolen.

RIVERSIDE
NATIONAL BANK
2211 OKEECHOWEE ROAD FORT PIERCE, FLORIDA 34954

88004

63-1114/670
BRANCH 01

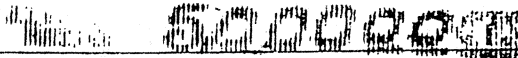
REMITTER WARREN D. JOHNSON, JR.

March 31 19 94

PAY TO THE
ORDER OF

SONEET R. KAPILA, TRUSTEE

\$ 5,000.00



DOLLARS

AUTHORIZED SIGNATURE

CASHIER'S CHECK

KC #10

NOT NEGOTIABLE

⑈00088904⑈ ⑆067011142⑆ 01 0100013⑈01

Marta Singerman, Esq.
Tabas & Singerman
25 South East 2 nd Avenue, Suite 919
Miami, Florida 33131

Les Osbourn
Furr & Cohen, P.A.
Suite 412, 1499 W. Palmetto Park Rd.
Boca Raton, Florida 33486

RE: SPLIT ON REVENUE FROM LAWSUIT AGAINST DAIN BOSWORTH, ET.AL. FOR PAYMENT
OF THE LEGITIMATE CREDITORS OF WARREN D. JOHNSON, JR.CASE 92-3339-BKC-RAM

Dear Marta & Les:

I hereby agree to TWENTY FIVE (25%) of the proceeds in the above referenced lawsuit going to the Estate of my legitimate creditors. As you know, I have pushed to have these matters litigated and have always wanted my creditors to be paid.

As for Marty Alexander's reference to a sale of land to Adam Brown being improper, please find enclosed the following documents:

1. A MEMORANDUM from Janna D. Peters dated December 7, 1992, whereby in item 4., I sold my interest in an option agreement to Adam Brown. The consideration was in excess of \$ 86,000, and greatly exceeded the \$ 50,000 award the Judge gave me in this case no. 88-670 CA Johnson vs. Project Management a/k/a FERCAL, Inc. This was a property that was blocked as to access by Ray Loesche on October 30, 1991, two days prior to closing. SEE ATTACHED EXHIBIT B, Item 5.
2. JOHNSON never owned the property in question. SEE ATTACHED EXHIBIT A. Fercal, Inc. sold the property to Adam Brown on November 1, 1991, for the sum of \$ 475,000.

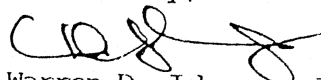
This is another instance of Marty Alexander lying and having improper motives. As you recall Marty Alexander lied to Judge Friedman about my promising his clients a release RE: Settlement Agreement dated January 29, 1993.

Mr. Alexander's real (but Improper) motives are indicated in Ray Loesche's letter dated December 28, 1992 to Martin Alexander, Esq. and attached as EXHIBIT C, whereby in the last paragraph Alexander is solicited to join the Calvasina/ Loesche Vendetta and move on to a Criminal Fraud Action using the F.B.I. Calvasina (a principal in Fercal) had previously threatened Johnson on September 20, 1989 with her brother, Mr. Berthea, who was a high ranking F.B.I. official. Please find attached Johnson's letter to the F.B.I. as Exhibit D.

The above referenced property was offered to the Trustee in my letter of March 10, 1994 and again in Dianne Johnson's letter to you on September 1, 1994. These properties are still available for sale and I have enlosed photographs taken this month. It may be of interest that the clients of Marty Alexander turned down my offer to them to Buy/ Joint Venture or Finance these very properties after I won the lawsuit against Fercal, inc.

I have attached the above referenced letters for your convenience as EXHIBITS E & F. plus four photographs. The project is unfinished and both the developer and the lot owners have hired attorneys to sue Martin County over denial of docks.

Yours truly,



Warren D. Johnson, Jr.
511 S.W. Bay Pointe Circle
Palm City, Florida 34990

X-3

1248

C:4

Dec.28, 1992

Martin Alexander, Esq.
Holland and Knight
P.O. Box 14070
Fort Lauderdale, FL 33302-4070

Dear Marty,

I would like to see you go into extensive detail at the Jan. 5 interrogation of Warren Johnson regarding the Subaru deal. One way or another, it is a classic case of fraud.

At the Dec. 18th interrogation, he stated that the Subaru deal was thrown out of court in 1987, saying that the court ruled that there never was an existence of an option agreement. Yet, he shows it on his June 12, 1989 financial statement with a valuation of \$3,780,000, and notes to the statement say that it is yet to be settled.

The June 1, 1987 letter from Lyman and Lyman states that it is yet to be settled. It is doubtful that it was heard in 1987, or Lyman would have so mentioned. Maybe a call to Nathan Lyman would give the status of the case. His attached letter gives his phone. If you talk to Nathan Lyman, please try to find out if the case is Warren D. Johnson, Sr. or Jr.

If the case is still pending, it is Bankruptcy Fraud for not listing it. If it was thrown out of court in 1987, showing it on his 1989 financial statement is fraud. The attached financial statement is the one that was submitted to Dain Bosworth with the Bond Underwriting application.

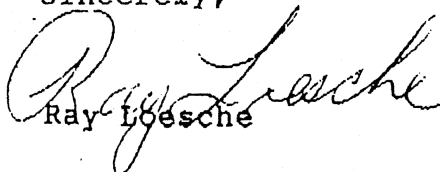
His prior deposition, (copy attached) says it's not his, it's his Fathers, and if so, it is just one more fraud on his financial statement.

Johnson has spoken as late as 1991 that the case is still pending.

I would like to see you go into detail on it as much as possible at the next interrogation, as no matter just what the situation is, it is fraud, and should have bearing on a Bankruptcy Fraud case, or other criminal fraud case. I have been talking with powers that be regarding a criminal fraud action following this bankruptcy case, and would like to have the informatin available for that purpose.

Thank you, and I'll see you Jan. 5.

Sincerely,


Ray Loesche

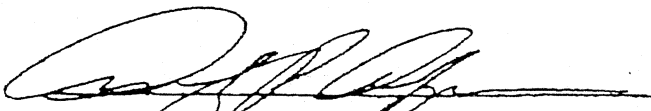
JULY 2, 1997

FRIDAY- MARCH 28, 1997 (GOOD FRIDAY)- 3 P.M. Meeting between Anthony Ardizzone, Ray Loesche & Warren Johnson, Jr. in front of Bay Pointe Guard House.

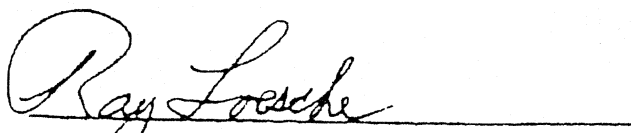
1. Johnson offered to buy ^{Loesche} ~~Loesche~~ out of PALM-AIRE DEAL, which Loesche sold to Johnson the next day- March 29, 1997.
2. There was a discussion of catching Corrine Calvasina at the gates of Bay Pointe on 9/10/93 @ 4 P.M. Ray Loesche's immediate reply was " she was going to Joan Orlandi's."

FRIDAY- June 27, 1997- 4 P.M. meeting in Johnson's driveway between Anthony Ardizzone (407-575-4357), Ray Loesche and Warren Johnson, Jr.

1. Loesche needed a corrective Quit Claim Deed for Johnson sale of Lot 14 Bay Pointe to Loesche.
2. In a discussion of Corrine Calvasina & her brother (Bothea, a retired F.B.I. agent) regarding the vendetta, Loesche said "Corrine Calvasina hadn't seen her brother in 2 years and would not know where to contact him if someone were to ask."
3. In discussing Johnson's 341 creditors meeting, Johnson recalled telling the Trustee- Kapila- about transfers made during the ordinary course of business in the previous year. Kapila asked for two years of tax returns to be sent to him that would show any transfers. Loesche remembered that Johnson reserved the right to sue him.
4. Johnson pointed out to Ray Loesche that at the 341 Creditors Meeting on 11/9/92 when Trustee Kapila asked him about any transfers within previous year, Johnson could not have hid these transfers since
 - (1) Loesche and Calvasina attempted to block Johnson from access thru Bay Pointe and the sale of his rights to Adam Brown on 11/1/91;
 - (2) Loesche knew of the Baja Boat transfer to Al Wells for a clearing Debt on Palm-Aire and trade on a BMW to Adam Brown, as well as
 - (3) the sale of Johnson's interest in Palm-Aire to Minear, who Loesche had previously purchased a lot in Bay Pointe from, and Ray Loesche would absolutely remember if Johnson failed to mention any of these transfers to Trustee Kapila.
5. Ray Loesche also remembered Johnson bringing nine boxes of his files to Gary Freedman, Attorney for Trustee Kapila and Holland & Knight on 12/18/92. These files set forth all transfers by Johnson, and all transfers were fully disclosed by delivery of these files for the 2004 examination.



ANTHONY ARDIZZONE



RAY LOESCHE

CHAPTER 9—BANKRUPTCY

Sec.

- 151. Definition.
- 152. Concealment of assets; false oaths and claims; bribery.
- 153. Embezzlement against estate.
- 154. Adverse interest and conduct of officers.
- 155. Fee agreements in cases under title 11 and receiverships.
- 156. Knowing disregard of bankruptcy law or rule.
- 157. Bankruptcy fraud.

§ 151. Definition

As used in this chapter, the term “debtor” means a debtor concerning whom a petition has been filed under Title 11.

(June 25, 1948, c. 645, 62 Stat. 689; Nov. 6, 1978, Pub.L. 95-598, Title III, § 314(b)(1), 92 Stat. 2676; Sept. 13, 1994, Pub.L. 103-322, Title XXXIII, § 330008(5), 108 Stat. 2143.)

HISTORICAL AND STATUTORY NOTES

Effective and Applicability Provisions

1978 Acts. Amendment by Pub.L. 95-598 effective Oct. 1, 1979, see section 402(a) of Pub.L. 95-598, set out as a note preceding section 101 of Title 11, Bankruptcy.

Savings Provisions

Amendment by section 314 of Pub. L. 95-598 not to affect the application of this chapter to any act of any person (1) committed before Oct. 1, 1979, or (2) committed after Oct. 1, 1979, in connection with a case commenced before such date, see section 403(d) of Pub. L. 95-598, set out preceding section 101 of Title 11, Bankruptcy.

§ 152. Concealment of assets; false oaths and claims; bribery

A person who—

(1) knowingly and fraudulently conceals from a custodian, trustee, marshal, or other officer of the court charged with the control or custody of property, or, in connection with a case under title 11, from creditors or the United States Trustee, any property belonging to the estate of a debtor;

(2) knowingly and fraudulently makes a false oath or account in or in relation to any case under title 11;

(3) knowingly and fraudulently makes a false declaration, certificate, verification, or statement under penalty of perjury as permitted under section 1746 of title 28, in or in relation to any case under title 11;

(4) knowingly and fraudulently presents any false claim for proof against the estate of a debtor, or uses any such claim in any case under title 11, in a personal capacity or as or through an agent, proxy, or attorney;

(5) knowingly and fraudulently receives any material amount of property from a debtor after the filing of a case under title 11, with intent to defeat the provisions of title 11;

(6) knowingly and fraudulently gives, offers, receives, or attempts to obtain any money or property, remuneration, compensation, reward, advantage, or promise thereof for acting or forbearing to act in any case under title 11;

(7) in a personal capacity or as an agent or officer of any person or corporation, in contemplation of a case under title 11 by or against the person or any other person or corporation, or with intent to defeat the provisions of title 11, knowingly and fraudulently transfers or conceals any of his property or the property of such other person or corporation;

(8) after the filing of a case under title 11 or in contemplation thereof, knowingly and fraudulently conceals, destroys, mutilates, falsifies, or makes a false entry in any recorded information (including books, documents, records, and papers) relating to the property or financial affairs of a debtor; or

(9) after the filing of a case under title 11, knowingly and fraudulently withholds from a custodian, trustee, marshal, or other officer of the court or a United States Trustee entitled to its possession, any recorded information (including books, documents, records, and papers) relating to the property or financial affairs of a debtor,

shall be fined under this title, imprisoned not more than 5 years, or both.

(June 25, 1948, c. 645, 62 Stat. 689; June 12, 1960, Pub.L. 86-519, § 2, 74 Stat. 217; Sept. 2, 1960, Pub.L. 86-701, 74 Stat. 753; Oct. 18, 1976, Pub.L. 94-550, § 4, 90 Stat. 2535; Nov. 6, 1978, Pub.L. 95-598, Title III, § 314(a), (c), 92 Stat. 2676, 2677; Nov. 18, 1988, Pub.L. 100-690, Title VII, § 7017, 102 Stat. 4395; Sept. 13, 1994, Pub.L. 103-322, Title XXXIII, § 330016(1)(K), 108 Stat. 2147; Oct. 22, 1994, Pub.L. 103-394, Title III, § 312(a)(1)(A), 108 Stat. 4138; Oct. 11, 1996, Pub.L. 104-294, Title VI, § 601(a)(1), 110 Stat. 3498.)

HISTORICAL AND STATUTORY NOTES

Effective and Applicability Provisions

1994 Acts. Amendment by Pub.L. 103-394 effective Oct. 22, 1994, and not to apply with respect to cases commenced under Title 11 of the United States Code before Oct. 22, 1994, see section 702 of Pub.L. 103-394, set out as a note under section 101 of Title 11, Bankruptcy.

1978 Acts. Amendment by Pub.L. 95-598 effective Oct. 1, 1979, see section 402(a) of Pub.L. 95-598, set out as a note preceding section 101 of Title 11, Bankruptcy.

Separability of Provisions

If any provision of or amendment made by Pub.L. 103-394 or the application of such provision or amendment to any person or circumstance is held to be unconstitutional, the remaining provisions of and amendments made by Pub.L. 103-394 and the application of such provisions and amendments to any person or circumstance shall not be affected thereby, see section 701 of Pub.L. 103-394, set out as a note under section 101 of Title 11, Bankruptcy.

Savings Provisions

Amendment by section 314 of Pub. L. 95-598 not to affect the application of this chapter to any act of any person (1) committed before Oct. 1, 1979, or (2) committed after Oct. 1, 1979, in connection with a case commenced before such date, see section 403(d) of Pub. L. 95-598, set out preceding section 101 of Title 11, Bankruptcy.

Members of the Jury,

In order to convict under Count II, you must first beyond a reasonable doubt that:

- 1) the defendant requested an extension of the loan, either in writing or orally,
- 2) the defendant willfully made a false statement in furtherance of the request for an extension and,

- 3) the defendant made the false statement with the intent to influence adversely the part of the bank

It is not necessary for the government to prove that the request for an extension of the loan was approved by the bank.

Please refer to the rest of the court's instructions in resolving this issue.

Judge Ryskamp

98-8039-CR-RYSKAMP
USA V. WARREN JOHNSON JR.

FILED NOV 23 1998

CARLOS JUENKE
CLERK U.S. DIST. CT.
S.D. OF FLA. - W.P.B.

DOCKET # 85

6th item of filing

X-7

1252

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA

In re:

Case No.: 92-33339-BKC-SHF

WARREN D. JOHNSON, JR.,

Chapter 7

Debtor.

JOHNSON'S MOTION FOR CLARIFICATION OF QUESTIONS TO COURT

COMES NOW, Warren D. Johnson, Jr., in Sui Juris and In Propria Persona, appearing specially and not generally, hereby moves the honorable Court to provide clarification to the following questions:

1. Are the Debtor's Motions, filed with this Court since October 2001, in case no. 92-33339-BKC-SHF considered ex-parte, when the exact same Motions were also sent to the Clerk of the Court in case no. 98-8039-CR-KLR for Adjudication in the Southern District of Florida?
2. Are the United States Federal Bankruptcy Judges given broad powers under the local Federal rules?
3. Do you Judge Friedman or your Magistrate Judge qualify as a Judge with which a F.R.Cr.P. Rule 3. Criminal Complaint, given under oath, may be filed?
4. Did you as the Judge assigned to case no. 92-33339-BKC-SHF file a Complaint relating to Concealment of Assets of the accused WARREN JOHNSON, as required for a Criminal Investigation under Title 18 U.S.C. § 3057, Bankruptcy Investigations?
5. Did you as the Judge assigned to case no. 92-33339-BKC-SHF hold a Preliminary Examination in open Court under Title 18 U.S.C. § 3060, Preliminary Examination?
6. Did Title 18 U.S.C. § 152(1), which is part of Chapter 9:

Bankruptcy, exist as Law from September 16, 1992 to March 29, 1993?

7. Is Concealment of Assets an unlawful activity upon which the Government would be able to then Charge Money Laundering?

8. Did an F.B.I. Agent's sister, Corrine B. Calvasina and Ray Loesche have standing under Title 18 U.S.C. § 3057, Bankruptcy Investigations to file a Complaint for Bankruptcy Concealment of Assets?

9. Are not Corrine B. Calvasina and Raymond Loesche the very same individuals against whom Johnson had purchased the rights to sue in this Bankruptcy case on March 8, 1994? (Refer to Exhibit X - Pages X-1 and X-2).

10. Did not Johnson win the Adversary case no. 93-0020-BKC-RAM against Raymond Loeshe?

11. Has the Court and Judge reviewed the Extortion threats that are contained in an e-mail Wed. 14 February 2001 sent from attorney Patrick Scott to Assistant United States Attorney Carolyn Bell? (Refer to Exhibit Y - Pages Y-1 to Y-2).

12. Should the Extortion have exceeded \$250,000 that Carolyn Bell told Magistrate Judge Ann Vitunic and Johnson that was "the total amount of assets that the Government seeks to seize"? (Refer to Exhibit N - Page N-8).

13. Being designated as an Article III Judge under Title 28 U.S.C. § 152, with the original Jurisdiction in WARREN JOHNSON's Chapter 7 Bankruptcy, why can we, Johnson and Judge Friedman, not file the Verified Declaration and Verified Petitions in support of a Rule 3 Criminal Complaint within your Court?

14. Since the foundation for a criminal case before Judge

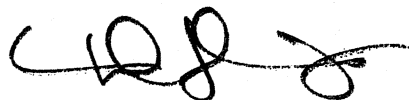
Ryskamp must fail under the statutes of Title 18 U.S.C. §§ 3057; 3060; and 152(1), how does the District Court under Judge Ryskamp have Jurisdiction over an alleged violation of Concealment that never happened and is clearly under the Jurisdiction of Judge Friedman?

15. Since Johnson was discharged Chapter 7 Bankruptcy on March 29, 1993 in case no. 92-33339-BKC-SHF, how could Ryskamp's Court claim to have Jurisdiction under Title 18 U.S.C. § 152(1) which became Law (20 months after Johnson's discharge) in November 1994?

16. What has the Court done to date with the filing of the Rule 3 Criminal Complaint?

Please find enclosed herein Exhibit Y for filing into this Court and to support the other Exhibits already filed. Johnson prays for relief in this Court and moves this Court for clarification of issues raised in the Motion and Johnson's previous Motion filed into this Court.

RESPECTFULLY submitted this 5th day of June, 2002.



Warren D. Johnson, Jr.
53225-004 / A-3
Federal Correctional
Complex, Coleman - Low
P.O. Box 1031
Coleman, Florida 33521

CERTIFICATE OF SERVICE

I HEREBY CERTIFY a true copy of this Motion was mailed this 5th day of June, 2002 to Patrick Scott, 111 Southeast 12th Street, Suite B, Fort Lauderdale, FL 33316 along with Exhibit Y.

BY:

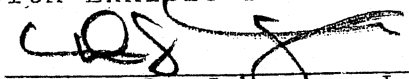

Warren D. Johnson, Jr.

EXHIBIT Y

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF FLORIDA

UNITED STATES OF AMERICA,

CASE NO.: 98-8039-CR-RYSKAMP

Plaintiff,

v.

WARREN D. JOHNSON, JR.,

Defendant-Petitioner.

NOTICE OF FILING EXHIBIT Y AND REQUEST OF DOCKET

COMES NOW, Petitioner Warren D. Johnson, Jr., appearing Sui Juris and In Propria Persona, and hereby requests the Court to send to the Petitioner a copy of the Docket Entries in this case, 98-8039-CR, from Dkt. #188, filed on 11/21/2001, through the current, including Exhibit Y which is attached and is noticed to the Court for filing in this case.

Petitioner has filed the following documents and has indicated by brackets the Legal Mail Registration Service for the U.S. Post Office at Coleman, Florida to verify said filings:

1. Combined Motion under F.R.E. Rule 201(d);
Petition for a Writ of Habeas Corpus;
and Filing of a Criminal Complaint under
F.R.Cr.P. Rule 3 against F.B.I. Special
Agent Michael McBride, attorney Patrick Scott,
Rashid "Reg" Bodhanya, et al., and any or
all Agents d/b/a or Acting as United States
Attorney whose Identities are presently Unknown
or to be Identified, as Defendants. [April 13, 2002]
2. Notice of Correction of Exhibit V-16 contained in the
Filing of Combined Motion Under F.R.E. Rule 201(d); Petition
for a Writ of Habeas Corpus; and Filing of a Criminal
Complaint under F.R.Cr.P. Rule 3 against F.B.I. Special
Agent Michael McBride, attorney Patrick Scott, Rashid "Reg"
Bodhanya, et al., and any or all Agents d/b/a or Acting
as United States Attorney whose Identities are presently
Unknown or to be Identified, as Defendants. [May 8, 2002]
3. Notice of Filing Additional Documentation in Support

of Defendant's Recent Filing of Combined Motion which contained 1. Exhibit X and 2. Notice of Consolidated Filing to this Court [United States Bankruptcy Court] for I. Verified Declaration in Support of this Complaint and Motion Filed in October 2001, Herein as Exhibit V - Pages V-7 through V-15; II. Verified Petition for Redress of Grievance; III. Verified Petition for Injunctive Relief; and IV. Verified Petition for Prospective Injunctive Relief [May 14, 2002]

Petitioner is filing Exhibit Y which contains a copy of an e-mail from attorney Patrick Scott to Carolyn Bell, attorney David Finegold, et al. which is an extortion threat by Patrick Scott against the Johnson family members to give up their lawful assets in violation of Rule 32.2 Criminal Forfeiture of the Federal Rules of Criminal Procedure which state under (b)(1): "The Court shall determine whether the Government has established the requisite nexus between the property and the offense."

The Affidavit of Jeffrey A. Johnson clearly shows the requisite nexus to 100,000 shares of Ice Ban America, Inc. issued to Warren D. Johnson, Sr. for a \$72,470.45 loan and \$225,000 paid for the franchise, which was the subject funds of the Government charges. See Exhibit B - Pgs. B-3 (I & J); B-4 (L); B-13; B-23; B-25; B-31; B-32; and B-33.


Warren Johnson, Sr. testified in his video deposition that the stock was worth \$600,000 at that time. This well exceeded the maximum amount of \$250,000 that Carolyn Bell told Magistrate Judge Ann Vitunic the Government would seek in Court. See Exhibit N - Pgs. N-8 of the Pre-trial Hearing held on April 22, 1998.

These are clear violations of innocent third party interests in their lawful property under Rule 32.2(b), (c), (d) and Rule 56; as well as violations of property rights under the Amendments of

the United States Constitution.

WHEREAS, the Petitioner is concerned that the recent filings into Court have not shown in the Docket of this case and requests a current copy of the docket in this case to reflect the recent filings into Court. If there has been an Order signed by Judge Ryskamp to recharacterize the motions outstanding, including the Mandatory Judicial Notice of Adjudicative Facts under Rule 201(d) that was filed April 19, 2002, the Petitioner requests a copy of that entry on the Docket of this case, as well as a copy of the Order.

RESPECTFULLY submitted this 22ND day of May, 2002.


Warren D. Johnson, Jr.
53225-004 / A-3
Federal Correctional
Complex, Coleman - Low
P.O. Box 1031
Coleman, Florida 33521

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. Mail to Carolyn Bell, Assistant U.S. Attorney this 22ND day of May, 2002.


BY: 
Warren D. Johnson, Jr.

EXHIBIT Y

----- Forwarded message -----

From: "David Feingold" <feingoldkam@hotmail.com>
To: jeffreyjon@juno.com, firefall@bigfoot.com
Date: Wed, 14 Feb 2001 20:05:08
Subject: Fwd: Johnson
Message-ID: <F229eqoMIOGCvqQ7SzE000055cc@hotmail.com>

Dear Jeff and Richard,

Please circulate to the appropriate parties and advise me of your comments.

>From: PScott1615@aol.com
>To: <lloyd@bdsllaw.com>, <jmccann@akerman.com>, <lou_isakoff@usa.net>,
> <BigJimLaw@aol.com>, <feingoldkam@hotmail.com>,
><carolyn.bell@usdoj.gov>, <BCLCCRITTON@aol.com>, <MLUTTIER@aol.com>
>Subject: Johnson
>Date: Wed, 14 Feb 2001 11:04:00 EST
>
>
>I have heard indirectly that Warren Johnson has found a lawyer who he is

>confident can get his conviction overturned. If he does not sign the
>settlement agreement and related documents by the commencement of the
>hearing on Friday, I think there will be no turning back. We will
>pursue
>every asset, including Adam Brown and Kelly Brown's home, the Globenet
>stock, and judgments against every family member who ever made a dollar
>from selling Ice Ban America stock or IBAC stock. We will seek
>nondischargeable judgments against several of them for conspiracy to
>defraud.
>
>I am e-mailing to each of you a complete set of the current drafts of
>all
>documents, so that there will be no confusion over what the documents
>are.
>Note that the proposed bankruptcy court order approving the settlement,
>and
>a list of exhibits to the settlement agreement, are included among the
>attached files by e-mail.
>
>The only changes from the previous set that was e-mailed are:
>
>1) The signature date of all documents have been changed from "January
>__" to "February __";
>
>2) The references to February 2 and February 9 in the settlement
>agreement
>have been changed to March 16, and the reference to March 1 closing
>deadline has been changed to March 7;
>

>3) We have included a new document to fill an omission in the assignments:
> Adam's interest (and what we allege to be Warren's secret interest) in
>Bay Pointe Estates was to be assigned to the trustee per 1.12 of the
>settlement agreement, so we now have a separate assignment document for
>that;
>
>4) The proposed order has some stylistic changes as well as some new
>language in 2 and 3, all at the suggestion of Jim McCann or Lou Isakoff.
>
>I am including two versions of the settlement agreement which differ only
>in 1.10, 1.11, and 1.14 (having to do with whether the \$50,000 is put up

>now and later refunded). Either version is acceptable to the trustee,
>and
>the Johnson family must choose one. I remind you that the trustee is not
>amenable the waiving the \$50,000 escrow and paying \$50,000 to the Johnsons
>or their attorneys.
>
>I will have clean copies of all documents at the hearing. But once the
>restitution hearing begins, there is no way to settle the case.
>
>
>
>
>
>
>010214pMemAllParties

Get your FREE download of MSN Explorer at <http://explorer.msn.com>

Rule 32.1

RULES OF CRIMINAL PROCEDURE

primary reason for extending that Rule to other hearings and proceedings rests heavily upon the compelling need for accurate information affecting the witnesses' credibility. While that need is certainly clear in a trial on the merits, it is equally compelling, if not more so, in other pretrial and post-trial proceedings in which both the prosecution and defense have high interests at stake. In the case of revocation or modification of probation or supervised release proceedings, not only is the defendant's liberty interest at stake, the government has a stake in protecting the interests of the community.

Requiring production of witness statements at hearings conducted under Rule 32.1 will enhance the procedural due process which the rule now provides and which the Supreme Court required in *Morrissey v. Brewer*, 408 U.S. 471 (1972) and *Gagnon v. Scarpelli*, 411 U.S. 778 (1973). Access to prior statements of a witness will enhance the ability of both the defense and prosecution to test the credibility of the other side's witnesses under Rule 32.1(a)(1), (a)(2), and (b) and thus will assist the court in assessing credibility.

A witness's statement must be produced only if the witness testifies.

HISTORICAL NOTES

Effective and Applicability Provisions

1986 Acts. Section 12(c)(2) of Pub.L. 99-646 provided that: "The amendments made by subsection (b) [to subd. (b) of this rule] shall take effect 30 days after the date of enactment of this Act [Nov. 10, 1986]."

Change of Name

United States magistrate appointed under section 631 of Title 28, Judiciary and Judicial Procedure, to be known as United States magistrate judge after Dec. 1, 1990, with any reference to United States magistrate or magistrate in Title 28, in any other Federal statute, etc., deemed a reference to United States magistrate judge appointed under section 631 of Title 28, see section 321 of Pub.L. 101-650, set out as a note under section 631 of Title 28.

Rule 32.2. Criminal Forfeiture

(a) **Notice to the Defendant.** A court shall not enter a judgment of forfeiture in a criminal proceeding unless the indictment or information contains notice to the defendant that the government will seek the forfeiture of property as part of any sentence in accordance with the applicable statute.

(b) Entry of Preliminary Order of Forfeiture: Post Verdict Hearing.

(1) As soon as practicable after entering a guilty verdict or accepting a plea of guilty or *nolo contendere* on any count in an indictment or information with regard to which criminal forfeiture is sought, the court shall determine what property is subject to forfeiture under the applicable statute. If forfeiture of specific property is sought, the court shall determine whether the government has established the requisite nexus between the property and the offense. If the government seeks a personal money judgment against the defendant, the court shall

determine the amount of money that the defendant will be ordered to pay. The court's determination may be based on evidence already in the record, including any written plea agreement or, if the forfeiture is contested, on evidence or information presented by the parties at a hearing after the verdict or finding of guilt.

(2) If the court finds that property is subject to forfeiture, it shall promptly enter a preliminary order of forfeiture setting forth the amount of any money judgment or directing the forfeiture of specific property without regard to any third party's interest in all or part of it. Determining whether a third party has such an interest shall be deferred until any third party files a claim in an ancillary proceeding under Rule 32.2(c).

(3) The entry of a preliminary order of forfeiture authorizes the Attorney General (or a designee) to seize the specific property subject to forfeiture; to conduct any discovery the court considers proper in identifying, locating, or disposing of the property; and to commence proceedings that comply with any statutes governing third-party rights. At sentencing—or at any time before sentencing if the defendant consents—the order of forfeiture becomes final as to the defendant and shall be made a part of the sentence and included in the judgment. The court may include in the order of forfeiture conditions reasonably necessary to preserve the property's value pending any appeal.

(4) Upon a party's request in a case in which a jury returns a verdict of guilty, the jury shall determine whether the government has established the requisite nexus between the property and the offense committed by the defendant.

(c) Ancillary Proceeding; Final Order of Forfeiture.

(1) If, as prescribed by statute, a third party files a petition asserting an interest in the property to be forfeited, the court shall conduct an ancillary proceeding but no ancillary proceeding is required to the extent that the forfeiture consists of a money judgment.

(A) In the ancillary proceeding, the court may, on motion, dismiss the petition for lack of standing, for failure to state a claim, or for any other lawful reason. For purposes of the motion, the facts set forth in the petition are assumed to be true.

(B) After disposing of any motion filed under Rule 32.2(c)(1)(A) and before conducting a hearing on the petition, the court may permit the parties to conduct discovery in accordance with the Federal Rules of Civil Procedure if the court determines that discovery is necessary or desirable to resolve factual issues. When discovery

ends, a party may move for summary judgment under Rule 56 of the Federal Rules of Civil Procedure.

(2) When the ancillary proceeding ends, the court shall enter a final order of forfeiture by amending the preliminary order as necessary to account for any third-party rights. If no third party files a timely claim, the preliminary order becomes the final order of forfeiture, if the court finds that the defendant (or any combination of defendants convicted in the case) had an interest in the property that is forfeitable under the applicable statute. The defendant may not object to the entry of the final order of forfeiture on the ground that the property belongs, in whole or in part, to a codefendant or third party, nor may a third party object to the final order on the ground that the third party had an interest in the property.

(3) If multiple third-party petitions are filed in the same case, an order dismissing or granting one petition is not appealable until rulings are made on all petitions, unless the court determines that there is no just reason for delay.

(4) An ancillary proceeding is not part of sentencing.

(d) Stay Pending Appeal. If a defendant appeals from a conviction or order of forfeiture, the court may stay the order of forfeiture on terms appropriate to ensure that the property remains available pending appellate review. A stay does not delay the ancillary proceeding or the determination of a third party's rights or interests. If the court rules in favor of any third party while an appeal is pending, the court may amend the order of forfeiture but shall not transfer any property interest to a third party until the decision on appeal becomes final, unless the defendant consents in writing or on the record.

(e) Subsequently Located Property: Substitute Property.

(1) On the government's motion, the court may at any time enter an order of forfeiture or amend an existing order of forfeiture to include property that:

(A) is subject to forfeiture under an existing order of forfeiture but was located and identified after that order was entered; or

(B) is substitute property that qualifies for forfeiture under an applicable statute.

(2) If the government shows that the property is subject to forfeiture under Rule 32.2(e)(1), the court shall:

(A) enter an order forfeiting that property, or amend an existing preliminary or final order to include it; and

(B) if a third party files a petition claiming an interest in the property, conduct an ancillary proceeding under Rule 32.2(c).

(3) There is no right to trial by jury under Rule 32.2(e).

(Added Apr. 17, 2000, eff. Dec. 1, 2000.)

ADVISORY COMMITTEE NOTES

2000 Adoption

Rule 32.2 consolidates a number of procedural rules governing the forfeiture of assets in a criminal case. Existing Rules 7(c)(2), 31(e) and 32(d)(2) are also amended to conform to the new rule. In addition, the forfeiture-related provisions of Rule 38(e) are stricken.

Subdivision (a). Subdivision (a) is derived from Rule 7(c)(2) which provides that notwithstanding statutory authority for the forfeiture of property following a criminal conviction, no forfeiture order may be entered unless the defendant was given notice of the forfeiture in the indictment or information. As courts have held, subdivision (a) is not intended to require that an itemized list of the property to be forfeited appear in the indictment or information itself. The subdivision reflects the trend in caselaw interpreting present Rule 7(c). Under the most recent cases, Rule 7(c) sets forth a requirement that the government give the defendant notice that it will be seeking forfeiture in accordance with the applicable statute. It does not require a substantive allegation in which the property subject to forfeiture, or the defendant's interest in the property, must be described in detail. See *United States v. DeFries*, 129 F.3d 1293 (D.C. Cir. 1997) (it is not necessary to specify in either the indictment or a bill of particulars that the government is seeking forfeiture of a particular asset, such as the defendant's salary; to comply with Rule 7(c), the government need only put the defendant on notice that it will seek to forfeit everything subject to forfeiture under the applicable statute, such as all property "acquired or maintained" as a result of a RICO violation). See also *United States v. Moffitt, Zwerling & Kemler, P.C.*, 83 F.3d 660, 665 (4th Cir. 1996), *aff'd* 846 F.Supp. 463 (E.D. Va. 1994) (*Moffitt I*) (indictment need not list each asset subject to forfeiture; under Rule 7(c), this can be done with bill of particulars); *United States v. Voigt*, 89 F.3d 1050 (3rd Cir. 1996) (court may amend order of forfeiture at any time to include substitute assets).

Subdivision (b). Subdivision (b) replaces Rule 31(e) which provides that the jury in a criminal case must return a special verdict "as to the extent of the interest or property subject to forfeiture." See *United States v. Saccoccia*, 58 F.3d 754 (1st Cir. 1995) (Rule 31(e) only applies to jury trials; no special verdict required when defendant waives right to jury on forfeiture issues).

One problem under Rule 31(e) concerns the scope of the determination that must be made prior to entering an order of forfeiture. This issue is the same whether the determination is made by the court or by the jury.

As mentioned, the current rule requires the jury to return a special verdict "as to the extent of the interest or property subject to forfeiture." Some courts interpret this to mean only that the jury must answer "yes" or "no" when asked if the property named in the indictment is subject to forfeiture under the terms of the forfeiture statute—e.g. was the property used to facilitate a drug offense? Other courts also ask the jury if the defendant has a legal interest in the forfeited property. Still other courts, including the Fourth Circuit, require the jury to determine the *extent* of the defendant's

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

UNITED STATES OF AMERICA,
Plaintiff,

CASE NO.: 98-8093-CR-RYSKAMP

v.

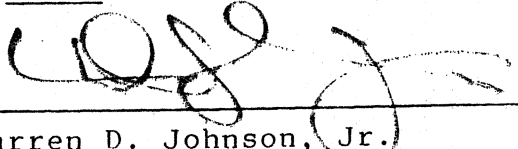
WARREN D. JOHNSON, JR.,
Defendant-Petitioner.

NOTICE OF FILING ADDITIONAL DOCUMENTATION AS EXHIBIT Z
IN SUPPORT OF DEFENDANT'S PREVIOUS FILING OF COMBINED MOTION

COMES NOW, Petitioner Warren D. Johnson, Jr., In Propria
Persona and Sui Juris, and hereby files into this Court the
following:

1. Exhibit Z, attached herein, containing pages Z-1 through
Z-65 as an additional Exhibit category contained within
the Combined Motion and includes documentation in support
of the reorganized **principality of Orange**.

RESPECTFULLY submitted this 15th day of August, 2002.



Warren D. Johnson, Jr.
53225-004 / A-3
Federal Correctional
Complex, Coleman - Low
P.O. Box 1031
Coleman, Florida 33521-1031

EXHIBIT Z

Documentation in Support of THE REORGANIZED PRINCIPALITY OF ORANGE

Pages

Z-1 to Z-18	Johnson Family Ancestry, Affidavits, and Lineage
Z-19 to Z-57	Collateral, Guaranty Bonds, and UCC Filings
Z-58 to Z-61	Excerpts from the Law of Nations - Rule of Postliminium §§ 51 & 56
Z-62 to Z-64	Criteria under <u>41 AmJur</u> 2d § 3
Z-65	History of Principality of Monaco

AFFIDAVIT

I, Joyce Lucille (Caldwell) Johnson, Affiant, declare that I am of age, competent, and testify with personal first hand knowledge based upon best evidence as follows:

1. Affiant, through best information and belief, has reason to believe and does believe that she was born on October 5, 1926 on the land of the County of Genesee, in the Town of Batavia, in the State of New York, the constitutional Republic; and,

2. Affiant is claimed to be the only female child born of the marital union of William Henry Caldwell and Emma Harriet Straba who were married on the land of the County of Orleans, in the State of New York, the constitutional Republic; and,

3. Affiant is claimed to be the paternal daughter of William Henry Caldwell, who was born William Henry Caldwell on the land of the County of Orleans, in the State of New York, the constitutional Republic; and,

4. Affiant's father, William Henry Caldwell, claimed his father was William J. Caldwell, born in 1823, who married Mahala Grinell, and was Affiant's grandmother, who was born in 1830.

5. Mahala Grinell is the direct descendant of Elizabeth Alden, born in 1623, who is claimed to be the first white woman born on the land in New England. Elizabeth Alden is the daughter of John Alden, a pilgrim and a signer of the Mayflower Compact at Plymouth Rock, Massachusetts, and of Priscilla Mullens, a Huguenot who also had arrived on the Mayflower. William Mullens, father of Priscilla Mullens, was also a signer of the Mayflower Compact on November 11, 1620; and,

6. William J. Caldwell was claimed to be a direct descendant of the Queen of Holland, whose daughter settled on a family land grant in the New Netherlands prior to 1664. At that time New Netherlands included the land area of Manhattan Island and Long Island, and this land area was re-named New York City after the then Governor Peter Stuyvesant handed over the city to the British in 1664; and,

7. Affiant is the wife of Warren Douglas Johnson, Sr., who was born February 9, 1921 on the land of the County of Orleans, in

the Town of Yates, in the State of New York, the constitutional Republic; and,

8. Affiant through marital union with Warren Douglas Johnson, Sr. have born the following five children, each of which were born on the land of the County of Orleans, in the Town of Medina, in the State of New York, the constitutional Republic, on the following dates and given each the following names:

- a. Warren Douglas Johnson, Jr. - born on October 6, 1942;
- b. Sharon Lynn Johnson - born on July 25, 1945;
- c. Patricia Ann Johnson - born on May 14, 1950;
- d. Paul Richard Johnson - born on July 23, 1952;
- e. Jeffrey Alan Johnson - born on July 11, 1955; and,

9. Affiant claims her birth-right and all rights that do and shall enure to her which she has passed down and instilled to her children and her grandchildren and to claim their birth-right for all their rights through the following:

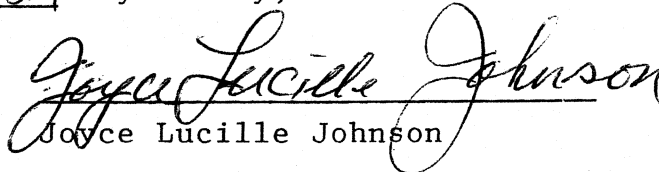
- a. Jure Gentium - By the "Law of Nations.";
- b. Jus Naturale - The "Law of Nature.";
- c. Jus San Guinis - The "Law of the place of one's decent or parentage. The rule of the decent of blood.";
- d. Jus Soli - The "right of the soil or land. The Law of the place of one's birth.";
- e. All rights of religious convictions and beliefs of myself, and taught to my children, and so elequently stated by my ancestry which were Pilgrims and Huguenots who wrote "having undertaken for the Glory of God, and advancement of the Christian faith, ..." in the Mayflower Compact of November 11, 1620; and,

10. Affiant does not waive any of her rights for any man-made "legal entity" for any purpose what so ever. A more complete family history is filed as Exhibit W in the case United States v. Warren D. Johnson, Jr.; and,

11. Contained herein and made a part of this Affidavit is Exhibit A, which contains a current listing of the Affiant's

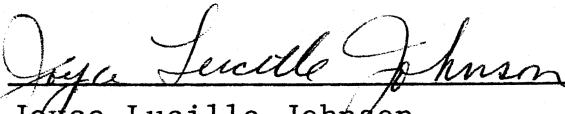
children and grandchildren, as my decendants and heirs; and,
FURTHER AFFIANT SAYETH NAUGHT.

Affiant declares that to the best of her personal first hand knowledge and best evidence that the above stated is true, correct, complete, and not misleading under penalty of perjury under the Laws of The United States of America, the Laws of New York, and her full commercial liability this 27 day of May, 2002.


Joyce Lucille Johnson

ACKNOWLEDGMENT

I, Joyce Lucille Johnson, hereby acknowledge that I have freely affixed my signature to this 3-page Affidavit on this 27 day of May, 2002.


Joyce Lucille Johnson
East Yates Road
Lyndonville, New York 14098

STATE OF NEW YORK)
) ss
COUNTY OF ORLEANS)

The foregoing Affidavit was sworn to and subscribed before me by Joyce Lucille Johnson, who personally appeared before me and who is personally known to me or who produced identification.


Notary Public

My Commission Expires:



NETHERLANDS

The word Netherlands means Low Countries. The ruling families of the Netherlands, which included Holland, Belgium, Germany and Burgandy (Northern France), were the Principality of Orange, the French Dukes of Burgandy, and through marriage, inheritance, purchase and war the Hapsburgs, the House of Brandenburg and the House of Hohenzollern.

A Protestant movement called the Reformation spread through the Low Countries, which became a haven for the Huguenots. The current ruling family of the Netherlands derive their lineage primarily from a Protestant heritage of the House of Orange, the House of Brandenburg and the House of Holtenzollern. The Johnson lineage is also the lineage of Joyce Lucile (Caldwell) Johnson and her decendents, whose ancestors were original founding members of the State of Massachusetts in 1620 and the City of New York in 1624. Over 150 years later Massachusetts and New York became part of the original thirteen states that declared independence from Great Britain and formed the United States of America under the Law of Nations and the United States Constitution of 1789.

The House of Orange derived its name from the medieval Principality of Orange, originating in the 12th century with the Lords of Orange as vassals of the Holy Roman Emperors. The House of Orange spread across the Netherlands, Germany and Burgandy. In 1544, William (the Silent) became Prince of Orange and in 1568 he led the religious war against Phillip II of Spain. In 1574, the Dutch fleet rescued the city of Leiden. In 1579, the Union of Utrecht was formed and on July 26, 1581 the Northern Provinces declared independence from Spain. From the time of William the Silent's death in 1584 to 1814, the Dutch republic was ruled by Stadholderships of the Princes of Orange and the Counts of Nassau, supported by the enduring House of Orange, and was composed of nobles, orthodox Calvinist leaders and artisans.

7

The Golden Age of the Netherlands started when they declared independence from Spain on July 26, 1581, and the Netherlands became the world's major sea power in the early 1600's. Expanding trade made Amsterdam the world's major commercial city, and gave the Dutch the highest standard of living. They developed a great colonial empire and in 1624 they founded New York City (New Netherlands) and then purchased Manhattan Island from the Indians in 1626. It was at that time that Hannake Jan, a Royal daughter of the Stadholdership of the Prince of Orange, took a land grant in New York City, married and became an original founding member of New York.

In 1814, the next titular Prince of Orange became the sovereign Prince of the Netherlands, and was crowned King in 1815 as William I. He married Wilhelmina, the daughter of Frederick William II (1744 - 1797), the King of Prussia. In 1823, William Caldwell, being a direct descendant of Hannake Jan and the great grandfather of Joyce Lucille (Caldwell) Johnson, was born and named in honor of the new King of the Netherlands. His son was William H. Caldwell and was the father of Joyce Lucille (Caldwell) Johnson.

The successors to the throne of The Netherlands were William II, William III and in 1890 Wilhelmina was crowned Queen at the age of 10. (See the attached chart for the ancestry of Wilhelmina).

Protestant Heritage of the House of Orange, House of Brandenburg and the House of Hohenzollern

Joachim I (1484 - 1535), Elector of Brandenburg, married Elizabeth, daughter of John I, King of Denmark, and Elizabeth became a Lutheran, as did Joachim I in stages. In 1634, Fredrick William the Great Elector (1620 - 1688) travelled to the Netherlands, where the Dutch influence upon him was deep and lasting, where he sympathized deeply with the House of Orange's struggle against the Catholics. He then readmitted the Jews during his reign, which were previously expelled from Brandenburg.

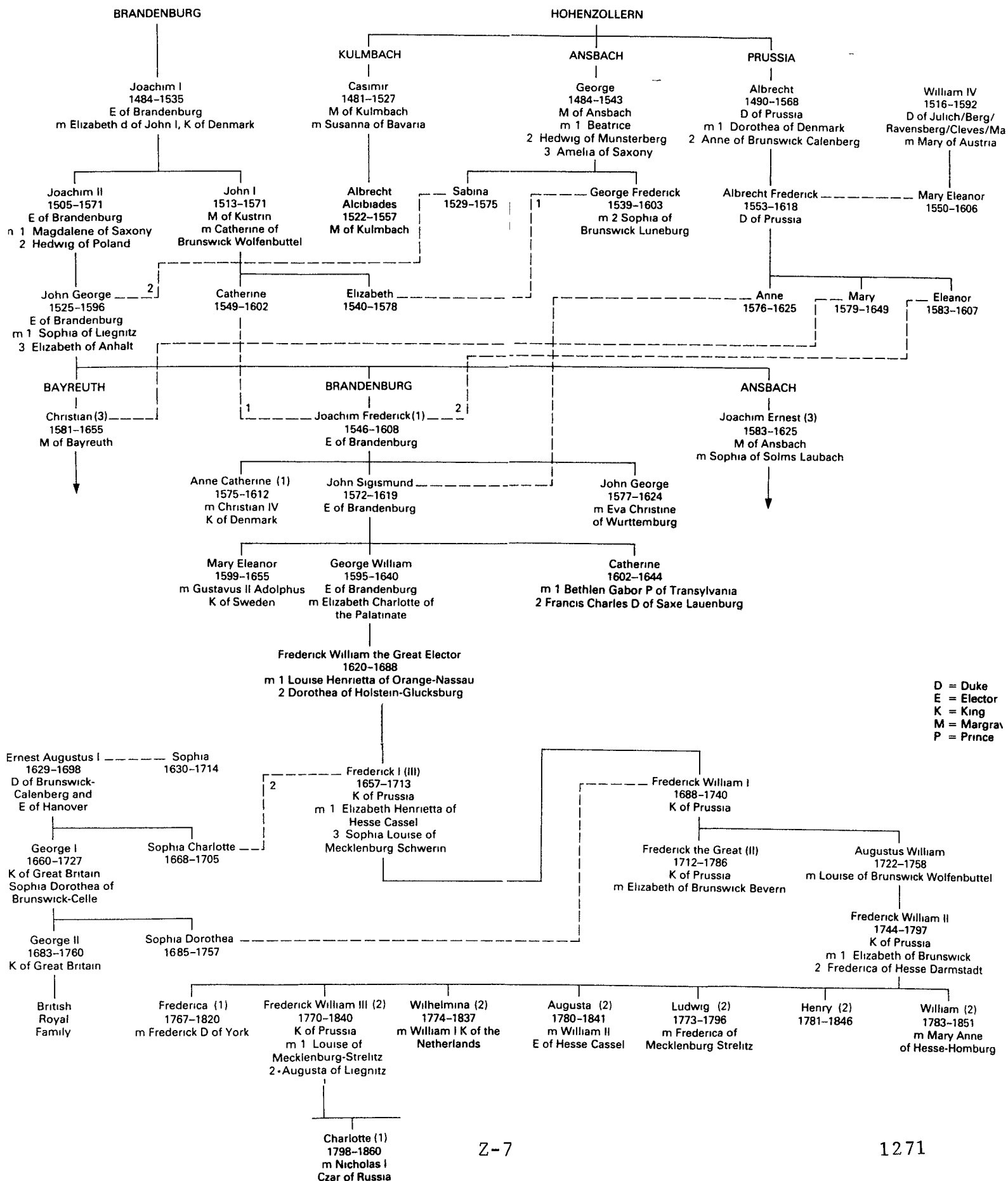
7

Fredrick William I (1688 - 1740), King of Prussia, was a Calvinist, who under the teachings of the French Huguenots, sought the blessings of God for the House of Hohenzollern.

The House of Orange lead in the Reformation movements in Europe, Great Britain and Ireland, and provided the great safe haven for the Calvinists, Jews, Lutherans, Huguenots, and those who fought the demonic purge of the Spanish Inquisition, the Edict of Expulsion, and the revocation of the Edict of Nante.

In 1620, under the Mayflower Compact, Pilgrims and Huguenots formed a new safe haven in Massachusetts, after which the Dutch founded New York.

The rise of the Hohenzollerns in Brandenburg-Prussia in the 16th and 17th centuries



Warren D Johnson, Jr Family History

The Huguenots furnished America with some of its ablest citizens. Perhaps, no other group of non-English speaking people has contributed more to American life. Their names are written in the history and geography of America. Cities now stand where they first created forts and trading posts (Chicago, Detroit, New Orleans, Pittsburgh, St. Louis, Duluth, La Salle, Joliet along with Lake Champlain and Louisiana)

A Huguenot General and Admiral fought at George Washington's side along with thousands of these soldiers. The First Chief Justice of the U S Supreme Court was a Huguenot, as was Peter (Pierre) Faneuil Hall, the "Cradle of Liberty."

John Alden captured the heart of Warren Johnson JR's great grandmother, Priscilla Mullins, (11 generations ago) Miles Standish, who vied for Priscilla's love, was turned down.

Ten generations later, Elizabeth Alden, Warren's great grandmother, was the first white woman born in New England. Then the ancestors purchased Seaconet Point, now Little Compton, Rhode Island, from the Seaconet Indians in 1659.

Lineage of Warren Johnson

1	Pierre Grenelle (Born 1480) M Marie Perrier (Perrier Water)	The family of Grenelle originated in the Duchy of Bourgogne in France. A street in Paris is named Rue de Grenelle and the family owned Grenelle Springs
2	Charles Grenelle (Born 1510) M (1544) Jeanne de Cartucet	
3	Gratien Grennell (1550 - 1625) M Margarite Quarre	Judge for the Crown at Tournus, keeper of the Government Treasury (Salt Stores)
4	Jean Grenelle (1550 - 1625) King's Counselor	Lord of Pimont Lord of La Grange - Gourmond
5	Matthew Grenelle Grinnel) M (1602 - 1643) Rose (Who died after 1673)	The family became Protestant Huguenots with Matthew emigrating to Newport, Rhode Island (May 20, 1638)
6	Daniel Grinnell M Mary Wordell (Born 1640)	John Alden (1599-) See Note 1 M Priscilla Mullens (Molines)

- 7 Daniel Grinnell Elizabeth Alden (1623 – 1717)
M M
Lydia Pabodie (1607 – 1748) William Pabodie (1619 – 1707)
- 8 George Grinnell (Born 1700)
M
Mary Bull
- 9 Daniel Grinnell (Born 1729)
- 10 Amasa Grinnell (1754 - After 1812)
- 11 Isaiah Grinnell (Born 1774)
- 12 Mahala Grinnell (Born 1830)
- 13 Mahala Grinnell (Born 1830)
M
William J Caldwell (Born 1823)
- 14 William Caldwell
M
Emma Strabe
- 15 Joyce Caldwell
M
Warren Johnson, Sr
- 16 Warren Johnson, Jr
Sharon L Pratt
Patricia A Wellspeak
Paul R Johnson
Jeffrey A Johnson

Note 1

John Alden, the pilgrim, (and Close friend of Miles Standish) was the 9th youngest signer of the Mayflower Compact William Mullins (Molines from the historic family of de Moulins) was the 19th signer of the Mayflower Compact. William with this wife, son and daughter (Priscilla) were some of the first Huguenots to come to America, sixty years before the Edict of Nantes Revocation, which sent 15,000 Huguenots to America (1685 – 1760) Most of these men were members of the Aristocracy

Item No. 7

THE MAYFLOWER COMPACT

(November 11, 1620)

IN The Name of God, Amen. We, whose names are underwritten, the Loyal Subjects of our dread Sovereign Lord King *James*, by the Grace of God, of *Great Britain, France, and Ireland*, King, *Defender of the Faith*, &c. Having undertaken for the Glory of God, and Advancement of the Christian Faith, and the Honour of our King and Country, a Voyage to plant the first colony in the northern Parts of Virginia; Do by these Presents, solemnly and mutually in the Presence of God and one another, covenant and combine ourselves together into a civil Body Politick, for our better Ordering and Preservation, and Furtherance of the Ends aforesaid; And by Virtue hereof do enact, constitute, and frame, such just and equal Laws, Ordinances, Acts, Constitutions, and Offices, from time to time, as shall be thought most meet and convenient for the general Good of the Colony; unto which we promise all due Submission and Obedience. In WITNESS whereof we have hereunto subscribed our names at *Cape Cod* the eleventh of *November*, in the Reign of our Sovereign Lord King *James* of *England, France, and Ireland*, the eighteenth and of *Scotland*, the fifty-fourth. *Anno Domini*, 1620

Mr. John Carver	James Chilton	John Howland	Thomas Tinker
Mr. William Bradford	John Craxton	Thomas Williams	John Ridgate
Mr. Stephen Hopkins	John Billington	Gilbert Winslow	Edward Fuller
Digery Priest	Joses Fletcher	Edmund Margesson	Richard Clark
Mr. Edward Winslow	John Goodman	Peter Brown	Richard Gardiner
Mr. William Brewster	Mr. Samuel Fuller	Richard Bitteridge	Mr. John Allerton
Isaac Allerton	Mr. Christopher	George Soule	Thomas English
Miles Standish	Martin	Edward Tilly	Edward Doten
John Alden	Mr. William Mullins	John Tilly	Edward Liester.
John Turner	Mr. William White	Francis Cooke	
Francis Eaton	Mr. Richard Warren	Thomas Rogers	

the Mayflower Compact, which became the first agreement for self-government signed in America. This document was signed by the 41 men aboard the *Mayflower*, who pledged to obey its laws. After the signing, John Carver (1576?–1621) was chosen to be the colony's first governor.

AFFIDAVIT

I, Jeffrey Alan Johnson, Affiant, declare that I am of age, competent, and testify with personal first hand knowledge based upon best evidence as follows:

1. Affiant, through best information and belief, has reason to believe and does believe that he was born on July 11, 1955 on the land of the County of Orleans, in the Town of Medina, in the State of New York, the constitutional Republic; and,

2. Affiant is claimed to be the male child born of the marital union of Joyce Lucille (Caldwell) Johnson and Warren Douglas Johnson, Sr., who were married on February 14, 1942 on the land of the County of Orleans, in the State of New York, the constitutional Republic; and,

3. Affiant is claimed to be the direct descendant of John Alden, Priscilla Mullins, and the Queen of Holland; as set forth in the Affidavit of Joyce Lucille (Caldwell) Johnson, which is filed in the case of United States v. Warren D. Johnson, Jr., as well as Exhibit W filed and recorded in that case; and,

4. Affiant claims the birth-rights and all the rights that do and shall enure to Affiant by title, blood, family, soil, Law of nature, the Law of Nations, the rights of piety and Religion, religious conscience; and,

5. Affiant does not waive any of his rights for any man-made "legal entity" for any purpose what so ever; and,

6. Affiant claims that a certain Agreement, dated February 16, 2001, in the aforementioned case was signed by Affiant under duress and said Agreement is extortion; due to threats against the Johnson family members, which the Affiant and the family's attorneys perceived to be a real threat; and,

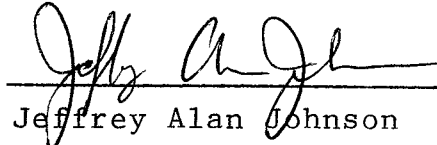
7. Affiant and the Johnson family members were extorted out of their lawful property, money, legal fees, damages, claims, stocks, corporations, partnership interests, developments, collateral, and other assets (herein Assets) relevant to the aforesaid mentioned case; and,

8. Affiant hereby does make and grant a general power of attorney to Warren Douglas Johnson, Jr. and does thereupon

constitute and appoint said individual as my Attorney-in-Fact, 7
to act in my place and stead in any way in the recovery of assets,
to the extent that the Affiant is permitted by Law to act through
an agent. The Grand Turk Harbour project was conceived under my
religious conscience; and the aforesaid case, along with the
destruction of the Grand Turk Harbour project, as well as the
destruction of the Ice Ban America, Inc. corporation and common
stock, was a religious hate crime against my family; and,

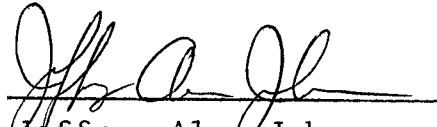
FURTHER AFFIANT SAYETH NAUGHT.

Affiant declares that to the best of his personal first hand
knowledge and best evidence that the above stated is true, correct,
complete, and not misleading under penalty of perjury under the
Laws of The United States of America, the Laws of New York, and
his full commercial liability this 27 day of May, 2002.


Jeffrey Alan Johnson

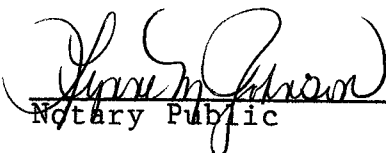
ACKNOWLEDGMENT

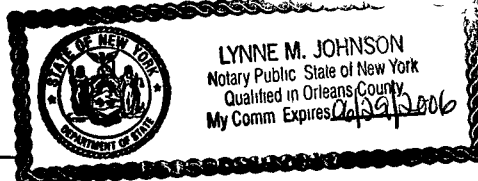
I, Jeffrey Alan Johnson, hereby acknowledge that
I have freely affixed my signature to this 2-page Affidavit on
this 27 day of May, 2002.


Jeffrey Alan Johnson
12118 East Yates Road
Lyndonville, New York 14098

STATE OF NEW YORK)
) ss
COUNTY OF ORLEANS)

The foregoing Affidavit was sworn to and subscribed before me
by Jeffrey Alan Johnson, who personally appeared before me
and who is personally known to me or who produced identification.


Notary Public



My Commission Expires:

7

AFFIDAVIT

I, Patricia Ann Wellspeak, Affiant, declare that I am of age, competent, and testify with personal first hand knowledge based upon best evidence as follows:

1. Affiant, through best information and belief, has reason to believe and does believe that she was born on May 14, 1950 on the land of the County of Orleans, in the Town of Medina, in the State of New York, the constitutional Republic; and,

2. Affiant is claimed to be the female child born of the marital union of Joyce Lucille (Caldwell) Johnson and Warren Douglas Johnson, Sr., who were married on February 14, 1942 on the land of the County of Orleans, in the State of New York, the constitutional Republic; and,

3. Affiant is claimed to be the direct descendant of John Alden, Priscilla Mullins, and the Queen of Holland; as set forth in the Affidavit of Joyce Lucille (Caldwell) Johnson, which is filed in the case of United States v. Warren D. Johnson, Jr., as well as Exhibit W filed and recorded in that case; and,

4. Affiant claims the birth-rights and all the rights that do and shall enure to Affiant by title, blood, family, soil, Law of nature, the Law of Nations, the rights of piety and Religion, religious conscience; and,

5. Affiant does not waive any of her rights for any man-made "legal entity" for any purpose what so ever; and,

6. Affiant claims that a certain Agreement, dated February 16, 2001, in the aforementioned case was signed by Affiant under duress and said Agreement is extortion; due to threats against the Johnson family members, which the Affiant and the family's attorneys perceived to be a real threat; and,

7. Affiant and the Johnson family members were extorted out of their lawful property, money, legal fees, damages, claims, stocks, corporations, partnership interests, developments, collateral, and other assets (herein Assets) relevant to the aforesaid mentioned case; and,

8. Affiant hereby does make and grant a general power of attorney to Warren Douglas Johnson, Jr. and does thereupon

constitute and appoint said individual as my Attorney-in-Fact, to act in my place and stead in any way in the recovery of assets, to the extent that the Affiant is permitted by Law to act through an agent. The Grand Turk Harbour project was conceived under my religious conscience; and the aforesaid case, along with the destruction of the Grand Turk Harbour project, as well as the destruction of the Ice Ban America, Inc. corporation and common stock, was a religious hate crime against my family; and,

FURTHER AFFIANT SAYETH NAUGHT.

Affiant declares that to the best of her personal first hand knowledge and best evidence that the above stated is true, correct, complete, and not misleading under penalty of perjury under the Laws of The United States of America, the Laws of New York, and her full commercial liability this 21 day of May, 2002.

Patricia Ann Wellspeak
Patricia Ann Wellspeak

ACKNOWLEDGMENT

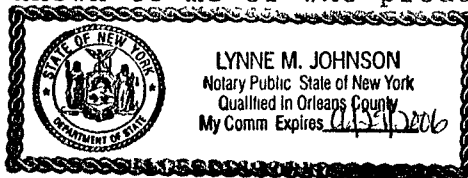
I, Patricia Ann Wellspeak, hereby acknowledge that I have freely affixed my signature to this 2-page Affidavit on this 21 day of May, 2002.

Patricia Ann Wellspeak
Patricia Ann Wellspeak
6112 South Bay Road
Cicero, New York 13039

STATE OF NEW YORK)
) ss
COUNTY OF)

The foregoing Affidavit was sworn to and subscribed before me by Patricia Ann Wellspeak, who personally appeared before me and who is personally known to me or who produced identification.

Lynne M. Johnson
Notary Public



My Commission Expires:

AFFIDAVIT

I, Paul Richard Johnson, Affiant, declare that I am of age, competent, and testify with personal first hand knowledge based upon best evidence as follows:

1. Affiant, through best information and belief, has reason to believe and does believe that he was born on July 23, 1952 on the land of the County of Orleans, in the Town of Medina, in the State of New York, the constitutional Republic; and,

2. Affiant is claimed to be the male child born of the marital union of Joyce Lucille (Caldwell) Johnson and Warren Douglas Johnson, Sr., who were married on February 14, 1942 on the land of the County of Orleans, in the State of New York, the constitutional Republic; and,

3. Affiant is claimed to be the direct descendant of John Alden, Priscilla Mullins, and the Queen of Holland; as set forth in the Affidavit of Joyce Lucille (Caldwell) Johnson, which is filed in the case of United States v. Warren D. Johnson, Jr., as well as Exhibit W filed and recorded in that case; and,

4. Affiant claims the birth-rights and all the rights that do and shall enure to Affiant by title, blood, family, soil, Law of nature, the Law of Nations, the rights of piety and Religion, religious conscience; and,

5. Affiant does not waive any of his rights for any man-made "legal entity" for any purpose what so ever; and,

6. Affiant claims that a certain Agreement, dated February 16, 2001, in the aforementioned case was signed by Affiant under duress and said Agreement is extortion; due to threats against the Johnson family members, which the Affiant and the family's attorneys perceived to be a real threat; and,

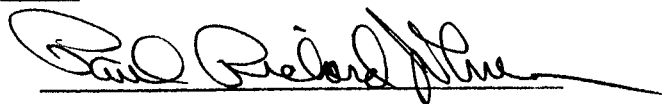
7. Affiant and the Johnson family members were extorted out of their lawful property, money, legal fees, damages, claims, stocks, corporations, partnership interests, developments, collateral, and other assets (herein Assets) relevant to the aforesaid mentioned case; and,

8. Affiant hereby does make and grant a general power of attorney to Warren Douglas Johnson, Jr. and does thereupon

7
constitute and appoint said individual as my Attorney-in-Fact, to act in my place and stead in any way in the recovery of assets, to the extent that the Affiant is permitted by Law to act through an agent. The Grand Turk Harbour project was conceived under my religious conscience; and the aforesaid case, along with the destruction of the Grand Turk Harbour project, as well as the destruction of the Ice Ban America, Inc. corporation and common stock, was a religious hate crime against my family; and,

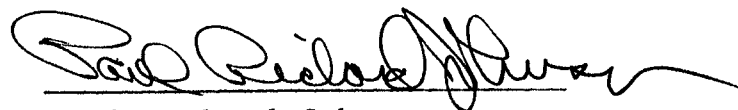
FURTHER AFFIANT SAYETH NAUGHT.

Affiant declares that to the best of his personal first hand knowledge and best evidence that the above stated is true, correct, complete, and not misleading under penalty of perjury under the Laws of The United States of America, the Laws of New York, and his full commercial liability this 27 day of May, 2002.


Paul Richard Johnson

ACKNOWLEDGMENT

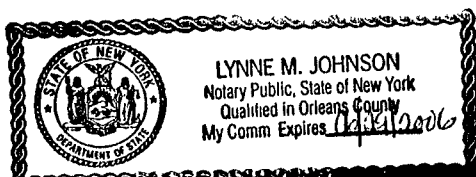
I, Paul Richard Johnson, hereby acknowledge that I have freely affixed my signature to this 2-page Affidavit on this 27 day of May, 2002.


Paul Richard Johnson
4919 Eagle Harbor Road
Albion, New York 14411

STATE OF NEW YORK)
)ss
COUNTY OF ORLEANS)

The foregoing Affidavit was sworn to and subscribed before me by Paul Richard Johnson, who personally appeared before me and who is personally known to me or who produced identification.


Notary Public



My Commission Expires: 12/31/2006

AFFIDAVIT

I, Sharon Lynn Pratt, Affiant, declare that I am of age, competent, and testify with personal first hand knowledge based upon best evidence as follows:

1. Affiant, through best information and belief, has reason to believe and does believe that she was born on July 25, 1945 on the land of the County of Orleans, in the Town of Medina, in the State of New York, the constitutional Republic; and,

2. Affiant is claimed to be the female child born of the marital union of Joyce Lucille (Caldwell) Johnson and Warren Douglas Johnson, Sr., who were married on February 14, 1942 on the land of the County of Orleans, in the State of New York, the constitutional Republic; and,

3. Affiant is claimed to be the direct descendant of John Alden, Priscilla Mullins, and the Queen of Holland; as set forth in the Affidavit of Joyce Lucille (Caldwell) Johnson, which is filed in the case of United States v. Warren D. Johnson, Jr., as well as Exhibit W filed and recorded in that case; and,

4. Affiant claims the birth-rights and all the rights that do and shall enure to Affiant by title, blood, family, soil, Law of nature, the Law of Nations, the rights of piety and Religion, religious conscience; and,

5. Affiant does not waive any of her rights for any man-made "legal entity" for any purpose what so ever; and,

6. Affiant claims that a certain Agreement, dated February 16, 2001, in the aforementioned case was signed by Affiant under duress and said Agreement is extortion; due to threats against the Johnson family members, which the Affiant and the family's attorneys perceived to be a real threat; and,

7. Affiant and the Johnson family members were extorted out of their lawful property, money, legal fees, damages, claims, stocks, corporations, partnership interests, developments, collateral, and other assets (herein Assets) relevant to the aforesaid mentioned case; and,

8. Affiant hereby does make and grant a general power of attorney to Warren Douglas Johnson, Jr. and does thereupon

constitute and appoint said individual as my Attorney-in-Fact, to act in my place and stead in any way in the recovery of assets, to the extent that the Affiant is permitted by Law to act through an agent. The Grand Turk Harbour project was conceived under my religious conscience; and the aforesaid case, along with the destruction of the Grand Turk Harbour project, as well as the destruction of the Ice Ban America, Inc. corporation and common stock, was a religious hate crime against my family; and,

FURTHER AFFIANT SAYETH NAUGHT.

Affiant declares that to the best of her personal first hand knowledge and best evidence that the above stated is true, correct, complete, and not misleading under penalty of perjury under the Laws of The United States of America, the Laws of New York, and her full commercial liability this 27 day of May, 2002.

Sharon Lynn Pratt
Sharon Lynn Pratt

ACKNOWLEDGMENT

I, Sharon Lynn Pratt, hereby acknowledge that I have freely affixed my signature to this 2-page Affidavit on this 27 day of May, 2002.

Sharon Lynn Pratt
Sharon Lynn Pratt
11 Willowbrook Drive
Lyndonville, New York 14098

STATE OF NEW YORK)
) ss
COUNTY OF ORLEANS)

The foregoing Affidavit was sworn to and subscribed before me by Sharon Lynn Pratt, who personally appeared before me and who is personally known to me or who produced identification.

Lynne M. Johnson
Notary Public



My Commission Expires:

Jeffrey A. Johnson
****RECORDING FOR****
Harbour Funding Partners Ltd.
12118 E. Yates Center Rd
Lyndonville, NY 14098
716-765-2621-Home
716-765-9723-Office
716-765-9736-Fax

Uniform Commercial Code (UCC)
200 North Carson Street
Carson City, Nevada 89701-4069

August 10, 2002

Dear Sirs

Please find enclosed six separate financial filings under UCC1. I have also enclosed a check for \$240.00 to cover the filing fees based on your fee schedule posted on your web site.

Please forward all correspondence and confirmation to the above address.

Sincerely



Jeffrey A. Johnson
Managing Director

BOND IN BILLIONS	NAME OF TURKS & CAICOS CORPORATION	SHARES OF ICE BAN AMERICA, INC.
\$ 7.31	Medical College Fund, Ltd.	700,000
\$ 6.53	Windmills Plantation Fund, Ltd.	625,000
\$ 6.26	Hawks Nest Plantation Fund, Ltd.	600,000
\$ 7.84	Reed International Fund, Ltd.	750,000
\$ 7.84	Ryder Securities, Ltd.	750,000
\$ 5.22	Marlin Preservation Fund, Ltd.	500,000
\$ 41.00		3,925,000

1283

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

ACNAME & PHONE OF CONTACT AT FILER [optional]	
Jeffrey A. Johnson	716-765-2621
Managing Director DEBTOR	
BSEND ACKNOWLEDGMENT TO (Name and Address)	
Harbour Funding Partners, Ltd. 11951 East Yates Center Road Lyndonville, New York 14098	

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				
Medical College Fund, Ltd.				
OR				
1b INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c MAILING ADDRESS				
12118 East Yates Road		Lyndonville	STATE N.Y.	POSTAL CODE 14098
1d FAX ID # SSN OR EIN		1e TYPE OF ORGANIZATION	1f JURISDICTION OF ORGANIZATION	
not applicable		Development	Turks & Caicos Islands	
ADD L INFO RE ORGANIZATION DEBTOR		1g ORGANIZATIONAL ID # if any		

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
2c MAILING ADDRESS				
		CITY	STATE	POSTAL CODE
				COUNTRY
2d FAX ID # SSN OR EIN		2e TYPE OF ORGANIZATION	2f JURISDICTION OF ORGANIZATION	
ADD L INFO RE ORGANIZATION DEBTOR		2g ORGANIZATIONAL ID # if any		

3 SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only <u>one</u> secured party name (3a or 3b)				
3a ORGANIZATION'S NAME				
Harbour Funding Partners, Ltd.				
OR				
3b INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c MAILING ADDRESS				
c/o Laughlin & Associates (attorneys)		Carson City	STATE NV.	POSTAL CODE
				COUNTRY U.S.A.

4 This FINANCING STATEMENT covers the following collateral

A GUARANTY BOND by DEBTOR, a Turks and Caicos Island corporation, in favor of SECURED PARTY, Harbour Funding Partners, Ltd., a Nevada limited partnership, whereby additional Collateral was required to replace the shares of common stock of Ice Ban America, Inc. which were transferred to DEBTOR by SECURED PARTY in 1998 and now the shares have been irrevocably damaged, destroyed and transferred under a 16th of February, 2001 agreement entered in case no. 98-3089-CR-RYSKAMP and case no. 92-33339-BKC-SHF, both cases being in U.S. District Court, Southern District of Florida, West Palm Beach Division.

The Collateral shall consist of the attached Guaranty Bond herein, plus DEBTOR's rights, title and interest in such Property whether now or hereafter existing or now owned or hereafter acquired by DEBTOR and whereso ever located, including: Contract rights and accounts; chattel paper; documents; equipment; general intangibles; lawsuits; all books and records; damages suffered as a result of a Religious war and hate crimes (continued at 16.)

5 ALTERNATIVE DESIGNATION (if applicable)	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG LIEN	NON-UCC FILING
6 This FINANCING STATEMENT is to be filed (for record) in the REAL ESTATE RECORDS Attach Addendum (if applicable)						
7 Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)						
8 OPTIONAL FILER REFERENCE DATA						

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	FIRST NAME	MIDDLE NAME, SUFFIX

10 MISCELLANEOUS

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	FIRST NAME	MIDDLE NAME	SUFFIX	
11c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
11d TAX ID # SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e TYPE OF ORGANIZATION	11f JURISDICTION OF ORGANIZATION	11g ORGANIZATIONAL ID # if any
				<input type="checkbox"/> 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	FIRST NAME	MIDDLE NAME	SUFFIX	
12c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

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

instigated and waged by Michael McBride, Patrick Scott and Carolyn Bell and any and all other individuals acting as (or) d/b/a United States Attorney in the above referenced Court cases which damaged the Grand Turk Harbour Developments, Ltd. or its project(s). The DEBTOR conveyed, transferred, and released all rights of assets to SECURED PARTY as of March 8, 2001. Interest shall accrue on this Bond from Default date of March 8, 2001 as deemed under 1. Consideration 1.05 of the 16th February, 2001 agreement in the aforementioned Court cases. Interest Rate shall be set annually on March 8th as the Prime Rate of Interest charged by Chase Manhattan Bank in New York at the close of business that day.

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

7

SHAREHOLDERS' SPECIAL MEETING
TO ELECT THE MANAGING DIRECTOR
MEDICAL COLLEGE FUND, LTD.
AND TO SIGN AND DELIVER A BOND, AS COLLATERAL SECURITY,
TO HARBOUR FUNDING PARTNERS, LTD., A NEVADA PARTNERSHIP

THE UNDERSIGNED SHAREHOLDERS, representing in excess of ⁵⁰~~70~~% of the aforementioned foreign corporation, which was duly formed and has been in Good Standing since 2001 A.D. in the Turks and Caicos Islands, do hereby elects Jeffrey A. Johnson as Managing Director of this corporation, plus any or all other offices and directorships required by Law to execute a Bond in the amount of \$7.31 Billion, denominated in U.S. dollars, in favor of Harbour Funding Partners, Ltd., a Nevada partnership located in the United States of America.

THE UNDERSIGNED SHAREHOLDERS do hereby agrees for Jeffrey A. Johnson to issue and deliver said Bond. This Bond is to perform as additional security for 700,000 shares of common stock of ICE BAN AMERICA, INC., which was loaned as Collateral to the aforesaid mentioned corporation for the development and completion of the Grand Turk Harbour Development, Ltd. project, a/k/a the Grand Turk Harbour Project.


The ownership of the ICE BAN AMERICA, INC. common stock was illegally procured and obtained by one, Patrick Scott, and other tortfeasors under an agreement dated the 16th day of February 2001, as it pertained to both case no. 98-3089-CR-KLR in the United States District Court, Southern District of Florida and to case no. 92-33339-BKC-SHF in the United States Bankruptcy Court, Southern District of Florida. This act on behalf of Patrick Scott and Carolyn Bell was clearly extortion and larceny and was duly reported to Federal Judge Kenneth Ryskamp in a letter sent by Warren D. Johnson, Jr. on or about January 20, 2001 and delivered to the U.S. mails in West Palm Beach, Florida on or about that date; as well as a current Motion filed more recently on November 21, 2001 to the Court for an investigation; and a Federal Rule 3 Criminal Complaint filed in 2002 in both Courts.


The agreement dated the 16th day of February, 2001 clearly states on page 2:

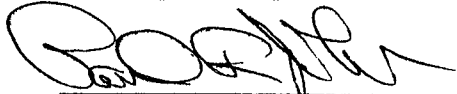
"In any event if all approvals ... are not entered by all courts prior to March 7, 2001, all documents and funds shall be released to the parties who provided them, ..."

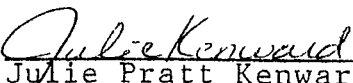
Document Number: 173 in case no. 98-8039, dated 03/27/01, and consisting of 34-pages and containing Amended Judgment in a Criminal Case signed 03/26/01 and Settlement Agreement and Mutual Release without complete signatures, clearly shows that the Restitution Order was not signed until March 26, 2001, and therefore breaching the 16th day of February, 2001 agreement; specifically under: section 1. Consideration §§ 1.05, 1.18, 1.33 and 1.34, as well as other sections, thus making such agreement Void ab initio. Referring to pages 2, 6, and 10 of Dkt. 173.

The occurrence of this Shareholder's Special Meeting is acknowledge by:

 6/1/02
Jeffrey A. Johnson, Date
accepting as Managing Director of Medical College Fund, Ltd.

 6/1/02
Jeffrey A. Johnson, Date
as custodian for his minor children Clancy Johnson, Chase Warren Johnson, Clay Paul Johnson and Christian Johnson; each of whom own approximately 4.76% equal interests in the aforementioned foreign corporation

 7-21-02
Paul R. Johnson, Date
as custodian for his minor child Chelsy Johnson; who owns approximately 4.76% interest in the aforementioned foreign corporation

 7/21/02
Julie Pratt Kenward, Date
as custodiam for her minor children Christopher and Katie ; each of whom own approximately 4.76% equal interests in the aforementioned foreign corporation

Stephen Pratt

7-12-02

Stephen Pratt,
for himself individually and as custodian for his minor children
Tyler Pratt and Travis Pratt; all of whom owns approximately
4.76% interest in the aforementioned foreign corporation

7/21/02

Amy Thompson,
for herself individually and as custodian for her minor children
Daniel Thompson and Sharon Clate Thompson; all of whom owns
approximately 4.76% in the aforementioned foreign corporation

Kelly Lynn Johnson Brown

6-1-02

Kelly Lynn Johnson Brown, Date
as custodian for her minor child Ashleigh Taylor Brown; who owns
approximately 4.76% interest in the aforementioned foreign corporation

I, Jeffrey A. Johnson, declares that to the best of my personal
first hand knowledge and best evidence that the above stated is
true, correct, complete, and not misleading under penalty of perjury
under the Laws of The United States of America, the Laws of New York,
the Laws of Florida, the Laws of Nevada, and under my full commercial
liability this 31st day of July, 2002.

Managing Director of
Hawks Nest Plantation Fund, Ltd.

Jeffrey Alan Johnson
Jeffrey Alan Johnson
12118 East Yates Center Road
Lyndonville, New York

STATE OF NEW YORK }
COUNTY OF ORLEANS } ss

The foregoing instrument was sworn to and subscribed before me by
Jeffrey Alan Johnson, who personally appeared before me and who is
known to me or who produced identification.

Loralynn M. Bradley
Notary Public
My Commission Expires:

LORALYNN M. BRADLEY
Notary Public, State of New York
Qualified in Orleans County
My Commission Expires October 21, 1905

KNOW ALL MEN BY THESE PRESENTS:

GUARANTY BOND

That MEDICAL COLLEGE FUND, LTD. (hereinafter DEBTOR) establishes this Bond in favor of HARBOUR FUNDING PARTNERS, LTD. (hereinafter BONDHOLDER) on the date evidence below in the Collateral value of the sum of Seven-Billion Three-Hundred Ten-Million (\$7.31 Billion) Federal Reserve Notes, denominated as United States of America dollars, current value, for the payment of this Bond in liquidated damages for DEBTOR's default of the Terms and Conditions listed herein and DEBTOR hereby binds DEBTOR and DEBTOR's assets, Claims, developments, stock, Collateral in Seven-Hundred Thousand (700,000) common shares of ICE BAN AMERICA, INC. and all rights, claims, future lawsuits and all lawful rights against the UNITED STATES OF AMERICA, Patrick Scott, Carolyn Bell, Michael McBride and any all tortfeasors listed in a F.R.Cr.P. Rule 3 Criminal Complaint file in the UNITED STATES DISTRICT COURT on or about April /9, 2002 in case no. 98-3089-CR-RYSKAMP in the SOUTHERN DISTRICT OF FLORIDA and in the UNITED STATES BANKRUPTCY COURT in case no. 92-33339-BKC-SHF in the SOUTHERN DISTRICT OF FLORIDA (herein Cases), jointly and severally, as follows:

The undersigned Party, as DEBTOR, declares under penalty of perjury under the Laws of The United States of America, the Laws of Nevada, the Laws of New York, the Laws of Florida, and the Laws of the Turk & Caicos Islands, that the above stated is true, correct, complete, and not misleading under its full commercial liability this 31 day of June, 2002. The Party subscribing his signature hereto has read and understand the terms and conditions hereto and has freely signed this GUARANTY BOND and will honor the intent and all express provisions herein.


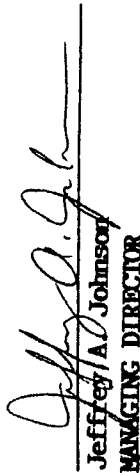
TERMS AND CONDITIONS

1. DEBTOR covenants to serve BONDHOLDER in any legal capacity required by Law for the purposes of conveying to BONDHOLDER all goods and services created in Commerce by corporations and other legal entities which are governed under Commercial Law, including but not limited to that portion of the Commercial Law codified in the Uniform Commercial Code (UCC). Therefore, and as assurance of this Guaranty and Fidelity, DEBTOR grants to BONDHOLDER a full Security Interest in DEBTOR and in all, including but not limited to, DEBTOR's tangible and intangible, private, personal, public, intellectual property, herein Claims of DEBTOR, which Claims arise out of an agreement dated 16th February, 2001, as it pertains to ICE BAN AMERICA, INC. common stock; the GRAND TURK HARBOUR DEVELOPMENTS, LTD.; the GRAND TURK HARBOUR PROJECT; any and all breach of Contract, extortion, duress or Claims arising from any unlawful activity by tortfeasors as filed in the aforesaid mentioned cases and in all property in which DEBTOR has any rights, title, interests, or claims of ownership to or in, including leased, rented, or temporary rights of possession or use including but not limited to all Collateral specifically identified in the attached herewith UCC-1.

2. DEBTOR, without any benefit of discussion or division, does hereby agree, covenant, and undertake to indemnify, defend, and hold harmless BONDHOLDER from and against any and all losses, damages, and liabilities incurring from any and all private, public, or Commercial Claims or charges, which Claims include but not limited to all costs, expenses, fees, interests, penalties, fines, assessments, defaults, and legal retainers suffered or incurred by BONDHOLDER, without any restrictions and for any reason whatsoever.

This GUARANTY BOND shall remain in full force and effect, without periodic renewal, until the DEBTOR is released by BONDHOLDER from all liability, past present and future Claims.

DUE ON DEMAND



Jeffrey A. Johnson
MANAGING DIRECTOR

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

ACNAME & PHONE OF CONTACT AT FILER (optional) Jeffrey A. Johnson 716-765-2621 Managing Director DEBTOR	
BCSEND ACKNOWLEDGMENT TO (Name and Address) Harbour Funding Partners, Ltd. 11951 East Yates Center Road Lyndonville, New York 14098	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1CDEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names				
1aCORGANIZATION'S NAME Windmills Plantation Fund, Ltd.				
OR	1bCINDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME SUFFIX
1cCMAILING ADDRESS 12118 East Yates Road		CITY Lyndonville		STATE N.Y.
		POSTAL CODE 14098		COUNTRY U.S.A.
1dC/FAX ID # SSN OR EIN not applicable	ADD'L INFO RE ORGANIZATION DEBTOR	1eC/TYPE OF ORGANIZATION Development	1fC/JURISDICTION OF ORGANIZATION Turks & Caicos Islands	1gCORGANIZATIONAL ID # if any <input checked="" type="checkbox"/> NONE

2CADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names				
2aCORGANIZATION'S NAME				
OR	2bCINDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME SUFFIX
2cCMAILING ADDRESS		CITY		STATE POSTAL CODE COUNTRY
2dC/FAX ID # SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2eC/TYPE OF ORGANIZATION	2fC/JURISDICTION OF ORGANIZATION	2gCORGANIZATIONAL ID # if any <input type="checkbox"/> NONE

3CSECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)				
3aCORGANIZATION'S NAME Harbour Funding Partners, Ltd.				
OR	3bCINDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME SUFFIX
3cCMAILING ADDRESS c/o Laughlin & Associates (attorneys)		CITY Carson City		STATE NV.
		POSTAL CODE		COUNTRY U.S.A.

4CThis FINANCING STATEMENT covers the following collateral

A GUARANTY BOND by DEBTOR, a Turks and Caicos Island corporation, in favor of SECURED PARTY, Harbour Funding Partners, Ltd., a Nevada limited partnership, whereby additional Collateral was required to replace the shares of common stock of Ice Ban America, Inc. which were transferred to DEBTOR by SECURED PARTY in 1998 and now the shares have been irrevocably damaged, destroyed and transferred under a 16th of February, 2001 agreement entered in case no. 98-3089-CR-RYSKAMP and case no. 92-33339-BKC-SHF, both cases being in U.S. District Court, Southern District of Florida, West Palm Beach Division.

The Collateral shall consist of the attached Guaranty Bond herein, plus DEBTOR's rights, title and interest in such Property whether now or hereafter existing or now owned or hereafter acquired by DEBTOR and whereso ever located, including: Contract rights and accounts; chattel paper; documents; equipment; general intangibles; lawsuits; all books and records; damages suffered as a result of a Religious war and hate crimes (continued at 16.)

5C/ALTERNATIVE DESIGNATION (if applicable)	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AGL/LEN	NON-UCC FILING
6C/This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDSD Attach Addendum (if applicable)	7C/Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)		All Debtors Debtor 1 Debtor 2			
8C/OPTIONAL FILER REFERENCE DATA						

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	FIRST NAME	MIDDLE NAME SUFFIX

10 MISCELLANEOUS

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	FIRST NAME	MIDDLE NAME	SUFFIX	
11c MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
11d TAX ID #, SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e TYPE OF ORGANIZATION	11f JURISDICTION OF ORGANIZATION	11g ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> 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	FIRST NAME	MIDDLE NAME	SUFFIX	
12c MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY

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

instigated and waged by Michael McBride, Patrick Scott and Carolyn Bell and any and all other individuals acting as (or) d/b/a United States Attorney in the above referenced Court cases which damaged the Grand Turk Harbour Developments, Ltd. or its project(s). The DEBTOR conveyed, transferred, and released all rights of assets to SECURED PARTY as of March 8, 2001. Interest shall accrue on this Bond from Default date of March 8, 2001 as deemed under 1. Consideration 1.05 of the 16th February, 2001 agreement in the aforementioned Court cases. Interest Rate shall be set annually on March 8th as the Prime Rate of Interest charged by Chase Manhattan Bank in New York at the close of business that day.

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

7

SHAREHOLDERS' SPECIAL MEETING
TO ELECT THE MANAGING DIRECTOR
WINDMILLS PLANTATION FUND, LTD.
AND TO SIGN AND DELIVER A BOND, AS COLLATERAL SECURITY,
TO HARBOUR FUNDING PARTNERS, LTD., A NEVADA PARTNERSHIP

THE UNDERSIGNED SHAREHOLDERS, representing in excess of ~~70%~~^{50%} of the aforementioned foreign corporation, which was duly formed and has been in Good Standing since 2001 A.D. in the Turks and Caicos Islands, do hereby elects Jeffrey A. Johnson as Managing Director of this corporation, plus any or all other offices and directorships required by Law to execute a Bond in the amount of \$6.53 Billion, denominated in U.S. dollars, in favor of Harbour Funding Partners, Ltd., a Nevada partnership located in the United States of America.

THE UNDERSIGNED SHAREHOLDERS do hereby agrees for Jeffrey A. Johnson to issue and deliver said Bond. This Bond is to perform as additional security for 625,000 shares of common stock of ICE BAN AMERICA, INC., which was loaned as Collateral to the aforesaid mentioned corporation for the development and completion of the Grand Turk Harbour Development, Ltd. project, a/k/a the Grand Turk Harbour Project.

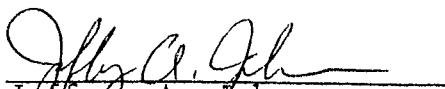
The ownership of the ICE BAN AMERICA, INC. common stock was illegally procured and obtained by one, Patrick Scott, and other tortfeasors under an agreement dated the 16th day of February 2001, as it pertained to both case no. 98-3089-CR-KLR in the United States District Court, Southern District of Florida and to case no. 92-33339-BKC-SHF in the United States Bankruptcy Court, Southern District of Florida. This act on behalf of Patrick Scott and Carolyn Bell was clearly extortion and larceny and was duly reported to Federal Judge Kenneth Ryskamp in a letter sent by Warren D. Johnson, Jr. on or about January 20, 2001 and delivered to the U.S. mails in West Palm Beach, Florida on or about that date; as well as a current Motion filed more recently on November 21, 2001 to the Court for an investigation; and a Federal Rule 3 Criminal Complaint filed in 2002 in both Courts.


The agreement dated the 16th day of February, 2001 clearly states on page 2:

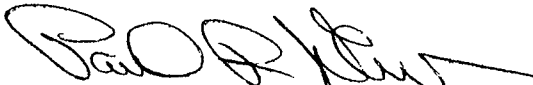
"In any event if all approvals ... are not entered by all courts prior to March 7, 2001, all documents and funds shall be released to the parties who provided them, ..."

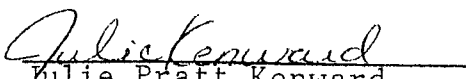
Document Number: 173 in case no. 98-8039, dated 03/27/01, and consisting of 34-pages and containing Amended Judgment in a Criminal Case signed 03/26/01 and Settlement Agreement and Mutual Release without complete signatures, clearly shows that the Restitution Order was not signed until March 26, 2001, and therefore breaching the 16th day of February, 2001 agreement; specifically under: section 1. Consideration §§ 1.05, 1.18, 1.33 and 1.34, as well as other sections, thus making such agreement Void ab initio. Referring to pages 2, 6, and 10 of Dkt. 173.

The occurrence of this Shareholder's Special Meeting is acknowledge by:

 6/1/02
Jeffrey A. Johnson, Date
accepting as Managing Director of Windmills Plantation Fund, Ltd.

 6/1/02
Jeffrey A. Johnson, Date
as custodian for his minor children Clancy Johnson, Chase Warren Johnson, Clay Paul Johnson and Christian Johnson; each of whom own approximately 4.76% equal interests in the aforementioned foreign corporation

 5-21-02
Paul R. Johnson, Date
as custodian for his minor child Chelsy Johnson; who owns approximately 4.76% interest in the aforementioned foreign corporation

 7/21/02
Julie Pratt Kenward, Date
as custodian for her minor children Christopher and Katie ; each of whom own approximately 4.76% equal interests in the aforementioned foreign corporation

Stephen Pratt, 7-12-02
Date
for himself individually and as custodian for his minor children
Tyler Pratt and Travis Pratt; all of whom owns approximately
4.76% interest in the aforementioned foreign corporation

Amy Thompson, 7/21/02
Date
for herself individually and as custodian for her minor children
Daniel Thompson and Sharon ~~Clare~~ Thompson; all of whom owns
approximately 4.76% in the aforementioned foreign corporation

Kelly Lynn Johnson Brown, 6-1-02
Date
as custodian for her minor child Ashleigh Taylor Brown; who owns
approximately 4.76% interest in the aforementioned foreign corporation

I, Jeffrey A. Johnson, declares that to the best of my personal
first hand knowledge and best evidence that the above stated is
true, correct, complete, and not misleading under penalty of perjury
under the Laws of The United States of America, the Laws of New York,
the Laws of Florida, the Laws of Nevada, and under my full commercial
liability this 31st day of June, 2002.

July

Managing Director of
Hawks Nest Plantation Fund, Ltd.

Jeffrey Alan Johnson
12118 East Yates Center Road
Lyndonville, New York

STATE OF NEW YORK }
COUNTY OF ORLEANS } ss

The foregoing instrument was sworn to and subscribed before me by
Jeffrey Alan Johnson, who personally appeared before me and who is
known to me or who produced identification.

Lois M. Bradley
Notary Public

My Commission Expires:

LOIS M. BRADLEY
Notary Public - State of New York
Qualified in Orleans County
My Commission Expires October 21, 2005

GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS:

That WINDMILLS PLANTATION FUND, LTD. (hereinafter DEBTOR) establishes this Bond in favor of HARBOUR FUNDING PARTNERS, LTD. (hereinafter BONDHOLDER) on the date evidence below in the Collateral value of the sum of Six-Billion Five-Hundred Thirty-Million (\$6.53 Billion) Federal Reserve Notes, denominated as United States of America dollars, current value, for the payment of this Bond in liquidated damages for DEBTOR's default of the Terms and Conditions listed herein and DEBTOR hereby binds DEBTOR and DEBTOR's assets, Claims, developments, stock, Collateral and all lawful rights against the UNITED STATES OF AMERICA, Patrick Scott, Carolyn Bell, Michael McBride and any all tortfeasors listed in a F.R.C.P. Rule 3 Criminal Complaint file in the UNITED STATES DISTRICT COURT on or about April 19, 2002 in case no. 98-3089-CR-RYSKAMP in the SOUTHERN DISTRICT OF FLORIDA and in the UNITED STATES BANKRUPTCY COURT in case no. 92-33339-BKC-SHF in the SOUTHERN DISTRICT OF FLORIDA (herein Cases), jointly and severally, as follows:

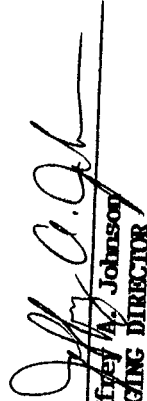
The undersigned Party, as DEBTOR, declares under penalty of perjury under the Laws of The United States of America, the Laws of Nevada, the Laws of New York, the Laws of Florida, and the Laws of the Turk & Caicos Islands that the above stated is true, correct, complete, and not misleading under its full commercial liability this 31 day of June, 2002. The Party subscribing his signature hereto has read and understand the terms and conditions hereto and has freely signed this GUARANTY BOND and will honor the intent and all express provisions herein.

TERMS AND CONDITIONS

1. DEBTOR covenants to serve BONDHOLDER in any Legal capacity required by Law for the purposes of conveying to BONDHOLDER all goods and services created in Commerce by corporations and other legal entities which are governed under Commercial Law, including but not limited to that portion of the Commercial Law codified in the Uniform Commercial Code (UCC). Therefore, and as assurance of this Guaranty and Fidelity, DEBTOR grants to BONDHOLDER a full Security Interest in DEBTOR and in all, including but not limited to, DEBTOR's tangible and intangible, privatized, personal, public, intellectual property, herein Claims of DEBTOR, which Claims arised out of an agreement dated 16th February, 2001, as it pertains to ICE BAN AMERICA, INC. common stock; the GRAND TURK HARBOUR DEVELOPMENTS, LTD.; the GRAND TURK HARBOUR PROJECT; any and all breach of Contract, extortion, duress or Claims arising from any unlawful activity by tortfeasors as filed in the aforesaid mentioned cases and in all property in which DEBTOR has any rights, title, interests, or Claims of ownership to or in, including leased, rented, or temporary rights of possession or use including but not limited to all Collateral specifically identified in the attached herewith UCC-1.
2. DEBTOR, without any benefit of discussion or division, does hereby agree, covenant, and undertake to indemnify, defend, and hold harmless BONDHOLDER from and against any and all losses, damages, and liabilities incurring from any and all private, public, or Commercial Claims or charges, which Claims include but not limited to all costs, expenses, fees, interests, penalties, fines, assessments, defaults, and legal retainers suffered or incurred by BONDHOLDER, without any restrictions and for any reason whatsoever.

This GUARANTY BOND shall remain in full force and effect, without periodic renewal, until the DEBTOR is released by BONDHOLDER from all liability, past present and future Claims.

DUE ON DEMAND


Jeffrey A. Johnson
MANAGING DIRECTOR



FOLLOW INSTRUCTIONS (front and back) CAREFULLY

ACNAME & PHONE OF CONTACT AT FILER [optional]

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1 DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

☒ NONE

20 ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) Insert only one secured party name (3a or 3b)

U.S.A.

4 ☐ This FINANCING STATEMENT covers the following collateral

A GUARANTY BOND by DEBTOR, a Turks and Caicos Island corporation, in favor of SECURED PARTY, Harbour Funding Partners, Ltd., a Nevada limited partnership, whereby additional Collateral was required to replace the shares of common stock of Ice Ban America, Inc. which were transferred to DEBTOR by SECURED PARTY in 1998 and now the shares have been irrevocably damaged, destroyed and transferred under a 16th of February, 2001 agreement entered in case no. 98-3089-CR-RYSKAMP and case no. 92-33339-BKG-SHF, both cases being in U.S. District Court, Southern District of Florida, West Palm Beach Division.

The Collateral shall consist of the attached Guaranty Bond herein, plus DEBTOR's rights, title and interest in such Property whether now or hereafter existing or now owned or hereafter acquired by DEBTOR and whereso ever located, including: Contract rights and accounts; chattel paper; documents; equipment; general intangibles; lawsuits; all books and records; damages suffered as a result of a Religious war and hate crimes (continued at 16.)

5 ALTERNATIVE DESIGNATION (if applicable)		LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG/LIEN	NON-UCC FILING
6	This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDSD. Attach Addendum (if applicable)			7 Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL FEE)		All Debtors	Debtor 1 Debtor 2
8 OPTIONAL FILER REFERENCE DATA							

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	FIRST NAME	MIDDLE NAME SUFFIX

10 MISCELLANEOUS

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	FIRST NAME	MIDDLE NAME	SUFFIX	
11c MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
11d TAX ID # SSN OR EIN	ADD L INFO RE ORGANIZATION DEBTOR	11e TYPE OF ORGANIZATION	11f JURISDICTION OF ORGANIZATION	11g ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> 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	FIRST NAME	MIDDLE NAME	SUFFIX	
12c MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY

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

instigated and waged by Michael McBride, Patrick Scott and Carolyn Bell and any and all other individuals acting as (or) d/b/a United States Attorney in the above referenced Court cases which damaged the Grand Turk Harbour Developments, Ltd. or its project(s). The DEBTOR conveyed, transferred, and released all rights of assets to SECURED PARTY as of March 8, 2001. Interest shall accrue on this Bond from Default date of March 8, 2001 as deemed under 1. Consideration 1.05 of the 16th February, 2001 agreement in the aforementioned Court cases. Interest Rate shall be set annually on March 8th as the Prime Rate of Interest charged by Chase Manhattan Bank in New York at the close of business that day.

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

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV 07/29/98)

SHAREHOLDERS' SPECIAL MEETING
TO ELECT THE MANAGING DIRECTOR
HAWKS NEST PLANTATION FUND, LTD.
AND TO SIGN AND DELIVER A BOND, AS COLLATERAL SECURITY,
TO HARBOUR FUNDING PARTNERS, LTD., A NEVADA PARTNERSHIP

THE UNDERSIGNED SHAREHOLDERS, representing in excess of ~~70%~~^{50%} of the aforementioned foreign corporation, which was duly formed and has been in Good Standing since 2001 A.D. in the Turks and Caicos Islands, do hereby elects Jeffrey A. Johnson as Managing Director of this corporation, plus any or all other offices and directorships required by Law to execute a Bond in the amount of \$6.26 Billion, denominated in U.S. dollars, in favor of Harbour Funding Partners, Ltd., a Nevada partnership located in the United States of America.

THE UNDERSIGNED SHAREHOLDERS do hereby agrees for Jeffrey A. Johnson to issue and deliver said Bond. This Bond is to perform as additional security for 600,000 shares of common stock of ICE BAN AMERICA, INC., which was loaned as Collateral to the aforesaid mentioned corporation for the development and completion of the Grand Turk Harbour Development, Ltd. project, a/k/a the Grand Turk Harbour Project.


The ownership of the ICE BAN AMERICA, INC. common stock was illegally procured and obtained by one, Patrick Scott, and other tortfeasors under an agreement dated the 16th day of February 2001, as it pertained to both case no. 98-3089-CR-KLR in the United States District Court, Southern District of Florida and to case no. 92-33339-BKC-SHF in the United States Bankruptcy Court, Southern District of Florida. This act on behalf of Patrick Scott and Carolyn Bell was clearly extortion and larceny and was duly reported to Federal Judge Kenneth Ryskamp in a letter sent by Warren D. Johnson, Jr. on or about January 20, 2001 and delivered to the U.S. mails in West Palm Beach, Florida on or about that date; as well as a current Motion filed more recently on November 21, 2001 to the Court for an investigation; and a Federal Rule 3 Criminal Complaint filed in 2002 in both Courts.


The agreement dated the 16th day of February, 2001 clearly states on page 2:


"In any event if all approvals ... are not entered by all courts prior to March 7, 2001, all documents and funds shall be released to the parties who provided them, ..."

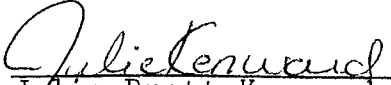
Document Number: 173 in case no. 98-8039, dated 03/27/01, and consisting of 34-pages and containing Amended Judgment in a Criminal Case signed 03/26/01 and Settlement Agreement and Mutual Release without complete signatures, clearly shows that the Restitution Order was not signed until March 26, 2001, and therefore breaching the 16th day of February, 2001 agreement; specifically under: section 1. Consideration §§ 1.05, 1.18, 1.33 and 1.34, as well as other sections, thus making such agreement Void ab initio. Referring to pages 2, 6, and 10 of Dkt. 173.

The occurrence of this Shareholder's Special Meeting is acknowledge by:

 6/1/02
Jeffrey A. Johnson, Date
accepting as Managing Director of Hawks Nest Plantation Fund, Ltd.

 6/1/02
Jeffrey A. Johnson, Date
as custodian for his minor children Clancy Johnson, Chase Warren Johnson, Clay Paul Johnson and Christian Johnson; each of whom own approximately 4.76% equal interests in the aforementioned foreign corporation

 7-21-02
Paul R. Johnson, Date
as custodian for his minor child Chelsy Johnson; who owns approximately 4.76% interest in the aforementioned foreign corporation

 7/21/02
Julie Pratt Kenward, Date
as custodian for her minor children Christopher and Katie ; each of whom own approximately 4.76% equal interests in the aforementioned foreign corporation

Stephen Pratt 7-12-02
Date
Stephen Pratt,
for himself individually and as custodian for his minor children
Tyler Pratt and Travis Pratt; all of whom owns approximately
4.76% interest in the aforementioned foreign corporation

Amy Thompson [Signature]
Date
Amy Thompson,
for herself individually and as custodian for her minor children
Daniel Thompson and Sharon Clare Thompson; all of whom owns
approximately 4.76% in the aforementioned foreign corporation

Kelly Lynn Johnson Brown 6-1-02
Date
Kelly Lynn Johnson Brown,
as custodian for her minor child Ashleigh Taylor Brown; who owns
approximately 4.76% interest in the aforementioned foreign corporation

I, Jeffrey A. Johnson, declares that to the best of my personal
first hand knowledge and best evidence that the above stated is
true, correct, complete, and not misleading under penalty of perjury
under the Laws of The United States of America, the Laws of New York,
the Laws of Florida, the Laws of Nevada, and under my full commercial
liability this 31st day of June, 2002.

Managing Director of
Hawks Nest Plantation Fund, Ltd.

Jeffrey Alan Johnson
Jeffrey Alan Johnson
12118 East Yates Center Road
Lyndonville, New York

STATE OF NEW YORK }
COUNTY OF ORLEANS } ss

The foregoing instrument was sworn to and subscribed before me by
Jeffrey Alan Johnson, who personally appeared before me and who is
known to me or who produced identification.

Loralynn M. Bradley
Notary Public
My Commission Expires: October 21, 2005
LORALYNN M. BRADLEY
Notary Public, State of New York
Qualified in Orleans County
My Commission Expires October 21, 2005

GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS:

That HAWKS NEST PLANTATION FUND, LTD. (hereinafter DEBTOR) establishes this Bond in favor of HARBOUR FUNDING PARTNERS, LTD. (hereinafter BONDHOLDER) on the date evidence below in the Collateral value of the sum of Six-Billion Two-hundred-Sixty Million (\$6.26 Billion) Federal Reserve Notes, denominated as United States of America dollars, current value, for the payment of this Bond in liquidated damages for DEBTOR's default of the Terms and Conditions listed herein and DEBTOR hereby binds DEBTOR and DEBTOR's assets, Claims, developments, stock, Collateral and all lawful rights against the UNITED STATES OF AMERICA, Patrick Scott, Carolyn Bell, Michael McBride and any all tortfeasors listed in a F.R.Cr.P. Rule 3 Criminal Complaint file in the UNITED STATES DISTRICT COURT on or about April 19, 2002 in case no. 98-3089-CR-RYSKAMP in the SOUTHERN DISTRICT OF FLORIDA and in the UNITED STATES BANKRUPTCY COURT in case no. 92-33339-BKC-SHF in the SOUTHERN DISTRICT OF FLORIDA (herein Cases), jointly and severally, as follows:

The undersigned Party, as DEBTOR, declares under penalty of perjury under the Laws of The United States of America, the Laws of Nevada, the Laws of New York, the Laws of Florida, and the Laws of the Turk & Caicos Islands, that the above stated is true, correct, complete, and not misleading under its full commercial liability this 31 day of June, 2002.


The Party subscribing his signature hereto has read and understand the terms and conditions hereto and has freely signed this GUARANTY BOND and will honor the intent and all express provisions herein.

TERMS AND CONDITIONS

1. DEBTOR covenants to serve BONDHOLDER in any legal capacity required by Law for the purposes of conveying to BONDHOLDER all goods and services created in Commerce by corporations and other legal entities which are governed under Commercial Law, including but not limited to that portion of the Commercial Law codified in the Uniform Commercial Code (UCC). Therefore, and as assurance of this Guaranty and Fidelity, DEBTOR grants to BONDHOLDER a full Security Interest in DEBTOR and in all, including but not limited to, DEBTOR's tangible and intangible, privatized, personal, public, intellectual property, herein Claims of DEBTOR, which Claims arise out of an agreement dated 16th February, 2001, as it pertains to ICE BAN AMERICA, INC. common stock; the GRAND TURK HARBOUR DEVELOPMENTS, LTD.; the GRAND TURK HARBOUR PROJECT; any and all breach of Contract, extortion, duress or Claims arising from any unlawful activity by tortfeasors as filed in the aforesaid mentioned cases and in all property in which DEBTOR has any rights, title, interests, or claims of ownership to or in, including leased, rented, or temporary rights of possession or use including but not limited to all Collateral specifically identified in the attached herewith UCC-1.
2. DEBTOR, without any benefit of discussion or division, does hereby agree, covenant, and undertake to indemnify, defend, and hold harmless BONDHOLDER from and against any and all losses, damages, and liabilities incurring from any and all private, public, or Commercial Claims or charges, which Claims include but not limited to all costs, expenses, fees, interests, penalties, fines, assessments, defaults, and legal retainers suffered or incurred by BONDHOLDER, without any restrictions and for any reason whatsoever.

This GUARANTY BOND shall remain in full force and effect, without periodic renewal, until the DEBTOR is released by BONDHOLDER from all liability, past present and future Claims.

DUE ON DEMAND


Jeffrey K. Johnson
MANAGING DIRECTOR

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A NAME & PHONE OF CONTACT AT FILER (optional) Jeffrey A. Johnson 716-765-2621 Managing Director DEBTOR	
B SEND ACKNOWLEDGMENT TO (Name and Address) Harbour Funding Partners, Ltd. 11951 East Yates Center Road Lyndonville, New York 14098	

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 Reed International Fund, Ltd.				
OR	1b INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c MAILING ADDRESS 12118 East Yates Road		CITY Lyndonville	STATE N.Y.	POSTAL CODE 14098
1d TAX ID # SSN OR EIN not applicable		1e TYPE OF ORGANIZATION Development	1f JURISDICTION OF ORGANIZATION Turks & Caicos Islands	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
2c MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d TAX ID # SSN OR EIN		2e TYPE OF ORGANIZATION	2f JURISDICTION OF ORGANIZATION	2g ORGANIZATIONAL ID #, if any
ADD'L INFO RE ORGANIZATION DEBTOR				<input type="checkbox"/> NONE

3 SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only <u>one</u> secured party name (3a or 3b)				
3a ORGANIZATION'S NAME Harbour Funding Partners, Ltd.				
OR	3b INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c MAILING ADDRESS c/o Laughlin & Associates (attorneys)		CITY Carson City	STATE NV.	POSTAL CODE
				COUNTRY U.S.A.

4 This FINANCING STATEMENT covers the following collateral

A GUARANTY BOND by DEBTOR, a Turks and Caicos Island corporation, in favor of SECURED PARTY, Harbour Funding Partners, Ltd., a Nevada limited partnership, whereby additional Collateral was required to replace the shares of common stock of Ice Ban America, Inc. which were transferred to DEBTOR by SECURED PARTY in 1998 and now the shares have been irrevocably damaged, destroyed and transferred under a 16th of February, 2001 agreement entered in case no. 98-3089-CR-RYSKAMP and case no. 92-33339-BKC-SHF, both cases being in U.S. District Court, Southern District of Florida, West Palm Beach Division.

The Collateral shall consist of the attached Guaranty Bond herein, plus DEBTOR's rights, title and interest in such Property whether now or hereafter existing or now owned or hereafter acquired by DEBTOR and whereso ever located, including: Contract rights and accounts; chattel paper; documents; equipment; general intangibles; lawsuits; all books and records; damages suffered as a result of a Religious war and hate crimes (continued at 16.)

5 ALTERNATIVE DESIGNATION (if applicable)	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG 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

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	FIRST NAME	MIDDLE NAME SUFFIX

10 MISCELLANEOUS

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		FIRST NAME	MIDDLE NAME	SUFFIX
11c MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
11d TAX ID # SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e TYPE OF ORGANIZATION	11f JURISDICTION OF ORGANIZATION	11g ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> 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		FIRST NAME	MIDDLE NAME	SUFFIX
12c MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY

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

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

16 Additional collateral description

instigated and waged by Michael McBride, Patrick Scott and Carolyn Bell and any and all other individuals acting as (or) d/b/a United States Attorney in the above referenced Court cases which damaged the Grand Turk Harbour Developments, Ltd. or its project(s). The DEBTOR conveyed, transferred, and released all rights of assets to SECURED PARTY as of March 8, 2001. Interest shall accrue on this Bond from Default date of March 8, 2001 as deemed under 1. Consideration 1.05 of the 16th February, 2001 agreement in the aforementioned Court cases. Interest Rate shall be set annually on March 8th as the Prime Rate of Interest charged by Chase Manhattan Bank in New York at the close of business that day.

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

7

SHAREHOLDERS' SPECIAL MEETING
TO ELECT THE MANAGING DIRECTOR
REED INTERNATIONAL FUND, LTD.
AND TO SIGN AND DELIVER A BOND, AS COLLATERAL SECURITY,
TO HARBOUR FUNDING PARTNERS, LTD., A NEVADA PARTNERSHIP

THE UNDERSIGNED SHAREHOLDERS, representing in excess of ~~50%~~^{52%} of the aforementioned foreign corporation, which was duly formed and has been in Good Standing since 2001 A.D. in the Turks and Caicos Islands, do hereby elects Jeffrey A. Johnson as Managing Director of this corporation, plus any or all other offices and directorships required by Law to execute a Bond in the amount of \$7.84 Billion, denominated in U.S. dollars, in favor of Harbour Funding Partners, Ltd., a Nevada partnership located in the United States of America.

THE UNDERSIGNED SHAREHOLDERS do hereby agrees for Jeffrey A. Johnson to issue and deliver said Bond. This Bond is to perform as additional security for 750,000 shares of common stock of ICE BAN AMERICA, INC., which was loaned as Collateral to the aforesaid mentioned corporation for the development and completion of the Grand Turk Harbour Development, Ltd. project, a/k/a the Grand Turk Harbour Project.


The ownership of the ICE BAN AMERICA, INC. common stock was illegally procured and obtained by one, Patrick Scott, and other tortfeasors under an agreement dated the 16th day of February 2001, as it pertained to both case no. 98-3089-CR-KLR in the United States District Court, Southern District of Florida and to case no. 92-33339-BKC-SHF in the United States Bankruptcy Court, Southern District of Florida. This act on behalf of Patrick Scott and Carolyn Bell was clearly extortion and larceny and was duly reported to Federal Judge Kenneth Ryskamp in a letter sent by Warren D. Johnson, Jr. on or about January 20, 2001 and delivered to the U.S. mails in West Palm Beach, Florida on or about that date; as well as a current Motion filed more recently on November 21, 2001 to the Court for an investigation; and a Federal Rule 3 Criminal Complaint filed in 2002 in both Courts.


The agreement dated the 16th day of February, 2001 clearly states on page 2:


"In any event if all approvals ... are not entered by all courts prior to March 7, 2001, all documents and funds shall be released to the parties who provided them, ..."


Document Number: 173 in case no. 98-8039, dated 03/27/01, and consisting of 34-pages and containing Amended Judgment in a Criminal Case signed 03/26/01 and Settlement Agreement and Mutual Release without complete signatures, clearly shows that the Restitution Order was not signed until March 26, 2001, and therefore breaching the 16th day of February, 2001 agreement; specifically under: section 1. Consideration §§ 1.05, 1.18, 1.33 and 1.34, as well as other sections, thus making such agreement Void ab initio. Referring to pages 2, 6, and 10 of Dkt. 173.

The occurrence of this Shareholder's Special Meeting is acknowledge by:

 6/1/02
Jeffrey A. Johnson, Date
accepting as Managing Director of Reed International Fund, Ltd.

 6/1/02
Jeffrey A. Johnson, Date
as custodian for his minor children Clancy Johnson, Chase Warren Johnson, Clay Paul Johnson and Christian Johnson; each of whom own approximately 4.76% equal interests in the aforementioned foreign corporation

 7-21-02
Paul R. Johnson, Date
as custodian for his minor child Chelsy Johnson; who owns approximately 4.76% interest in the aforementioned foreign corporation

 7/21/02
Julie Pratt Kenward, Date
as custodian for her minor children Christopher and Katie; each of whom own approximately 4.76% equal interests in the aforementioned foreign corporation

Stephen Pratt 7-12-02
Date
Stephen Pratt,
for himself individually and as custodian for his minor children
Tyler Pratt and Travis Pratt; all of whom owns approximately
4.76% interest in the aforementioned foreign corporation

Amy Thompson 7/21/02
Date
Amy Thompson,
for herself individually and as custodian for her minor children
Daniel Thompson and Sharon ~~Clare~~ Thompson; all of whom owns
approximately 4.76% in the aforementioned foreign corporation

Kelly Lynn Johnson Brown 6-7-02
Date
Kelly Lynn Johnson Brown,
as custodian for her minor child Ashleigh Taylor Brown; who owns
approximately 4.76% interest in the aforementioned foreign corporation

I, Jeffrey A. Johnson, declares that to the best of my personal
first hand knowledge and best evidence that the above stated is
true, correct, complete, and not misleading under penalty of perjury
under the Laws of The United States of America, the Laws of New York,
the Laws of Florida, the Laws of Nevada, and under my full commercial
liability this 31st day of June, 2002.
July

Managing Director of
Marlin Preservation Fund, Ltd.

Jeffrey Alan Johnson
Jeffrey Alan Johnson
12118 East Yates Center Road
Lyndonville, New York

STATE OF NEW YORK }
COUNTY OF ORLEANS } ss

The foregoing instrument was sworn to and subscribed before me by
Jeffrey Alan Johnson, who personally appeared before me and who is
known to me or who produced identification.

Loralynn M. Bradley
Notary Public
My Commission Expires: 10/21/05
LORALYNN M. BRADLEY
Notary Public State of New York
Qualified in Orleans County
My Commission Expires October 21, 1905
My Commission Expires:

GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS:

That **REED INTERNATIONAL FUND, LTD.** (hereinafter **DEBTOR**) establishes this Bond in favor of **HARBOUR FUNDING PARTNERS, LTD.** (hereinafter **BONDHOLDER**) on the date evidence below in the Collateral value of the sum of Seven-Billion Eight-Hundred Forty-Million (\$7.84 Billion) Federal Reserve Notes, denominated as United States of America dollars, current value, for the payment of this Bond in liquidated damages for **DEBTOR's** default of the Terms and Conditions listed herein and **DEBTOR** hereby binds **DEBTOR** and **DEBTOR's** assets, Claims, developments, stock, Collateral Seven-Hundred Fifty-Thousand (750,000) common shares of **ICE BAN AMERICA, INC.** and all rights, claims, future lawsuits and all lawful rights against the **UNITED STATES OF AMERICA**, Patrick Scott, Carolyn Bell, Michael McBride and any all tortfeasors listed in a F.R.Cr.P. Rule 3 Criminal Complaint file in the **UNITED STATES DISTRICT COURT** on or about April 19, 2002 in case no. 98-3089-CR-RYSKAMP in the **SOUTHERN DISTRICT OF FLORIDA** and in the **UNITED STATES BANKRUPTCY COURT** in case no. 92-33339-BKC-SHF in the **SOUTHERN DISTRICT OF FLORIDA** (herein Cases), jointly and severally, as follows:


The undersigned Party, as **DEBTOR**, declares under penalty of perjury under the Laws of The United States of America, the Laws of Nevada, the Laws of New York, the Laws of Florida, and the Laws of the Turk & Caicos Islands that the above stated is true, correct, complete, and not misleading under its full commercial liability this 31 day of June, 2002. The Party subscribing his signature hereto has read and understand the terms and conditions hereto and has freely signed this **GUARANTY BOND** and will honor the intent and all express provisions herein.

TERMS AND CONDITIONS

1. **DEBTOR** covenants to serve **BONDHOLDER** in any legal capacity required by Law for the purposes of conveying to **BONDHOLDER** all goods and services created in Commerce by corporations and other legal entities which are governed under Commercial Law, including but not limited to that portion of the Commercial Law codified in the Uniform Commercial Code (UCC). Therefore, and as assurance of this Guaranty and Fidelity, **DEBTOR** grants to **BONDHOLDER** a full Security Interest in **DEBTOR** and in all, including but not limited to, **DEBTOR's** tangible and intangible, private, personal, public, intellectual property, herein Claims of **DEBTOR**, which Claims arise out of an agreement dated 16th February, 2001, as it pertains to **ICE BAN AMERICA, INC.** common stock; the **GRAND TURK HARBOUR DEVELOPMENTS, LTD.**; the **GRAND TURK HARBOUR PROJECT**; any and all breach of Contract, extortion, duress or Claims arising from any unlawful activity by tortfeasors as filed in the aforesaid mentioned cases and in all property in which **DEBTOR** has any rights, title, interests, or claims of ownership to or in, including leased, rented, or temporary rights of possession or use including but not limited to all Collateral specifically identified in the attached herewith UCC-1.
2. **DEBTOR**, without any benefit of discussion or division, does hereby agree, covenant, and undertake to indemnify, defend, and hold harmless **BONDHOLDER** from and against any and all losses, damages, and liabilities incurring from any and all private, public, or Commercial Claims or charges, which Claims include but not limited to all costs, expenses, fees, interests, penalties, fines, assessments, defaults, and legal retainers suffered or incurred by **BONDHOLDER**, without any restrictions and for any reason whatsoever.

This **GUARANTY BOND** shall remain in full force and effect, without periodic renewal, until the **DEBTOR** is released by **BONDHOLDER** from all liability, past present and future Claims.

DUE ON DEMAND


Jeffrey A. Johnson
MANAGING DIRECTOR



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

ACNAME & PHONE OF CONTACT AT FILER [optional]	
Jeffrey A. Johnson	716-765-2621
Managing Director DEBTOR	
BSEND ACKNOWLEDGMENT TO (Name and Address)	
Harbour Funding Partners, Ltd. 11951 East Yates Center Road Lyndonville, New York 14098	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1 DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a ORGANIZATION'S NAME					
Ryder Securities, Ltd.					
OR	1b INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c MAILING ADDRESS			CITY	STATE	POSTAL CODE
12118 East Yates Road			Lyndonville	N.Y.	14098
1d TAX ID # SSN OR EIN		ADD'L INFO RE ORGANIZATION DEBTOR	1e TYPE OF ORGANIZATION	1f JURISDICTION OF ORGANIZATION	1g ORGANIZATIONAL ID #, if any
not applicable		DEBTOR	Development	Turks & Caicos Islands	<input checked="" type="checkbox"/> 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					
OR	2b INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c MAILING ADDRESS			CITY	STATE	POSTAL CODE
2d TAX ID # SSN OR EIN		ADD'L INFO RE ORGANIZATION DEBTOR	2e TYPE OF ORGANIZATION	2f JURISDICTION OF ORGANIZATION	2g ORGANIZATIONAL ID #, if any
					<input type="checkbox"/> 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					
Harbour Funding Partners, Ltd.					
OR	3b INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c MAILING ADDRESS			CITY	STATE	POSTAL CODE
c/o Laughlin & Associates (attorneys)			Carson City	NV.	
					COUNTRY
					U.S.A.

4 THIS FINANCING STATEMENT covers the following collateral:

A GUARANTY BOND by DEBTOR, a Turks and Caicos Island corporation, in favor of SECURED PARTY, Harbour Funding Partners, Ltd., a Nevada limited partnership, whereby additional Collateral was required to replace the shares of common stock of Ice Ban America, Inc. which were transferred to DEBTOR by SECURED PARTY in 1998 and now the shares have been irrevocably damaged, destroyed and transferred under a 16th of February, 2001 agreement entered in case no. 98-3089-CR-RYSKAMP and case no. 92-33339-BKC-SHF, both cases being in U.S. District Court, Southern District of Florida, West Palm Beach Division.

The Collateral shall consist of the attached Guaranty Bond herein, plus DEBTOR's rights, title and interest in such Property whether now or hereafter existing or now owned or hereafter acquired by DEBTOR and whereso ever located, including: Contract rights and accounts; chattel paper; documents; equipment; general intangibles; lawsuits; all books and records; damages suffered as a result of a Religious war and hate crimes (continued at 16.)

5 ALTERNATIVE DESIGNATION (if applicable)	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG 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

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 FIRST NAME MIDDLE NAME SUFFIX

10 MISCELLANEOUS

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 FIRST NAME MIDDLE NAME SUFFIX

11c MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

11d TAX ID # SSN OR EIN 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 FIRST NAME MIDDLE NAME SUFFIX

12c MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

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

instigated and waged by Michael McBride, Patrick Scott and Carolyn Bell and any and all other individuals acting as (or) d/b/a United States Attorney in the above referenced Court cases which damaged the Grand Turk Harbour Developments, Ltd. or its project(s). The DEBTOR conveyed, transferred, and released all rights of assets to SECURED PARTY as of March 8, 2001. Interest shall accrue on this Bond from Default date of March 8, 2001 as deemed under 1. Consideration 1.05 of the 16th February, 2001 agreement in the aforementioned Court cases. Interest Rate shall be set annually on March 8th as the Prime Rate of Interest charged by Chase Manhattan Bank in New York at the close of business that day.

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

SHAREHOLDERS' SPECIAL MEETING
TO ELECT THE MANAGING DIRECTOR
RYDER SECURITIES, LTD.
AND TO SIGN AND DELIVER A BOND, AS COLLATERAL SECURITY,
TO HARBOUR FUNDING PARTNERS, LTD., A NEVADA PARTNERSHIP -

THE UNDERSIGNED SHAREHOLDERS, representing in excess of ~~10%~~^{50%} of the aforementioned foreign corporation, which was duly formed and has been in Good Standing since 2001 A.D. in the Turks and Caicos Islands, do hereby elects Jeffrey A. Johnson as Managing Director of this corporation, plus any or all other offices and directorships required by Law to execute a Bond in the amount of \$7.84 Billion, denominated in U.S. dollars, in favor of Harbour Funding Partners, Ltd., a Nevada partnership located in the United States of America.

THE UNDERSIGNED SHAREHOLDERS do hereby agrees for Jeffrey A. Johnson to issue and deliver said Bond. This Bond is to perform as additional security for 750,000 shares of common stock of ICE BAN AMERICA, INC., which was loaned as Collateral to the aforesaid mentioned corporation for the development and completion of the Grand Turk Harbour Development, Ltd. project, a/k/a the Grand Turk Harbour Project.

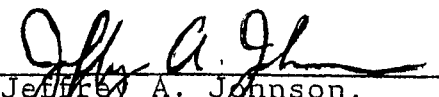
The ownership of the ICE BAN AMERICA, INC. common stock was illegally procured and obtained by one, Patrick Scott, and other tortfeasors under an agreement dated the 16th day of February 2001, as it pertained to both case no. 98-3089-CR-KLR in the United States District Court, Southern District of Florida and to case no. 92-33339-BKC-SHF in the United States Bankruptcy Court, Southern District of Florida. This act on behalf of Patrick Scott and Carolyn Bell was clearly extortion and larceny and was duly reported to Federal Judge Kenneth Ryskamp in a letter sent by Warren D. Johnson, Jr. on or about January 20, 2001 and delivered to the U.S. mails in West Palm Beach, Florida on or about that date; as well as a current Motion filed more recently on November 21, 2001 to the Court for an investigation; and a Federal Rule 3 Criminal Complaint filed in 2002 in both Courts.


The agreement dated the 16th day of February, 2001 clearly states on page 2: 7

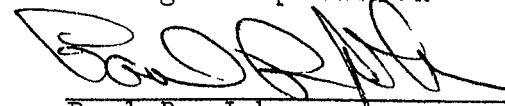
"In any event if all approvals ... are not entered by all courts prior to March 7, 2001, all documents and funds shall be released to the parties who provided them, ..."


Document Number: 173 in case no. 98-8039, dated 03/27/01, and consisting of 34-pages and containing Amended Judgment in a Criminal Case signed 03/26/01 and Settlement Agreement and Mutual Release without complete signatures, clearly shows that the Restitution Order was not signed until March 26, 2001, and therefore breaching the 16th day of February, 2001 agreement; specifically under: section 1. Consideration §§ 1.05, 1.18, 1.33 and 1.34, as well as other sections, thus making such agreement Void ab initio. Referring to pages 2, 6, and 10 of Dkt. 173.

The occurrence of this Shareholder's Special Meeting is acknowledge by:

 6/1/02
Jeffrey A. Johnson, Date
accepting as Managing Director of Reed International Fund, Ltd.

 6/1/02
Jeffrey A. Johnson, Date
as custodian for his minor children Clancy Johnson, Chase Warren Johnson, Clay Paul Johnson and Christian Johnson; each of whom own approximately 4.76% equal interests in the aforementioned foreign corporation

 7-21-02
Paul R. Johnson, Date
as custodian for his minor child Chelsy Johnson; who owns approximately 4.76% interest in the aforementioned foreign corporation

 7/21/02
Julie Pratt Kenward, Date
as custodian for her minor children Christopher and Katie; each of whom own approximately 4.76% equal interests in the aforementioned foreign corporation

Stephen Pratt, 7-12-02
Date
for himself individually and as custodian for his minor children
Tyler Pratt and Travis Pratt; all of whom owns approximately
4.76% interest in the aforementioned foreign corporation

Amy Thompson, 7/21/02
Date
for herself individually and as custodian for her minor children
Daniel Thompson and Sharon Clark Thompson; all of whom owns
approximately 4.76% in the aforementioned foreign corporation

Kelly Lynn Johnson Brown, 6-7-02
Date
as custodian for her minor child Ashleigh Taylor Brown; who owns
approximately 4.76% interest in the aforementioned foreign corporation

I, Jeffrey A. Johnson, declares that to the best of my personal
first hand knowledge and best evidence that the above stated is
true, correct, complete, and not misleading under penalty of perjury
under the Laws of The United States of America, the Laws of New York,
the Laws of Florida, the Laws of Nevada, and under my full commercial
liability this 31st day of June, 2002.
July

Managing Director of
Marlin Preservation Fund, Ltd.

Jeffrey Alan Johnson
Jeffrey Alan Johnson
12118 East Yates Center Road
Lyndonville, New York

STATE OF NEW YORK }
COUNTY OF ORLEANS } ss

The foregoing instrument was sworn to and subscribed before me by
Jeffrey Alan Johnson, who personally appeared before me and who is
known to me or who produced identification.

Loralynn M. Bradley
Notary Public
LORALYNN M. BRADLEY
Notary Public, State of New York
Qualified in Orleans County
My Commission Expires October 21, 1915
My Commission Expires:

KNOW ALL MEN BY THESE PRESENTS:

GUARANTY BOND

That **RYDER SECURITIES, LTD.** (hereinafter **DEBTOR**) establishes this Bond in favor of **HARBOUR FUNDING PARTNERS, LTD.** (hereinafter **BONDHOLDER**) on the date evidence below in the Collateral value of the sum of Seven-Billion Eight-Hundred Forty-Million (\$7.84 Billion) Federal Reserve Notes, denominated as United States of America dollars, current value, for the payment of this Bond in liquidated damages for **DEBTOR's** default of the Terms and Conditions listed herein and **DEBTOR** hereby binds **DEBTOR** and **DEBTOR's** assets, Claims, developments, stock, Collateral Seven-Hundred Fifty-Thousand (750,000) common shares of **ICE BAN AMERICA, INC.** and all rights, claims, future lawsuits and all lawful rights against the **UNITED STATES OF AMERICA**, **Patrick Scott**, **Carolyn Bell**, **Michael McBride** and any all tortfeasors listed in a **F.R.Cr.P. Rule 3 Criminal Complaint** file in the **UNITED STATES DISTRICT COURT** on or about April 19, 2002 in case no. **98-3089-CR-RYSKAMP** in the **SOUTHERN DISTRICT OF FLORIDA** and in the **UNITED STATES BANKRUPTCY COURT** in case no. **92-33339-BKC-SHF** in the **SOUTHERN DISTRICT OF FLORIDA** (herein Cases), jointly and severally, as follows:


The undersigned Party, as **DEBTOR**, declares under penalty of perjury under the Laws of The United States of America, the Laws of Nevada, the Laws of New York, the Laws of Florida, and the Laws of the Turk & Caicos Islands that the above stated is true, correct, complete, and not misleading under its full commercial liability this 31 day of June, 2002. The Party subscribing his signature hereto has read and understand the terms and conditions hereto and has freely signed this **GUARANTY BOND** and will honor the intent and all express provisions herein.

TERMS AND CONDITIONS

1. **DEBTOR** covenants to serve **BONDHOLDER** in any Legal capacity required by Law for the purposes of conveying to **BONDHOLDER** all goods and services created in Commerce by corporations and other Legal entities which are governed under Commercial Law, including but not limited to that portion of the Commercial Law codified in the Uniform Commercial Code (UCC). Therefore, and as assurance of this Guaranty and Fidelity, **DEBTOR** grants to **BONDHOLDER** a full Security Interest in **DEBTOR** and in all, including but not limited to, **DEBTOR's** tangible and intangible, private, personal, public, intellectual property, herein Claims of **DEBTOR**, which Claims arise out of an agreement dated 16th February, 2001, as it pertains to **ICE BAN AMERICA, INC.** common stock; the **GRAND TURK HARBOUR DEVELOPMENTS, LTD.**; the **GRAND TURK HARBOUR PROJECT**; any and all breach of Contract, extortion, duress or Claims arising from any unlawful activity by tortfeasors as filed in the aforesaid mentioned cases and in all property in which **DEBTOR** has any rights, title, interests, or claims of ownership to or in, including leased, rented, or temporary rights of possession or use including but not limited to all Collateral specifically identified in the attached herewith UCC-1.
2. **DEBTOR**, without any benefit of discussion or division, does hereby agree, covenant, and undertake to indemnify, defend, and hold harmless **BONDHOLDER** from and against any and all losses, damages, and liabilities incurring from any and all private, public, or Commercial Claims or charges, which Claims include but not limited to all costs, expenses, fees, interests, penalties, fines, assessments, defaults, and legal retainers suffered or incurred by **BONDHOLDER**, without any restrictions and for any reason whatsoever.

This **GUARANTY BOND** shall remain in full force and effect, without periodic renewal, until the **DEBTOR** is released by **BONDHOLDER** from all liability, past present and future Claims.

DUE ON DEMAND


Jeffrey A. Johnson
MANAGING DIRECTOR

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A NAME & PHONE OF CONTACT AT FILER (optional) Jeffrey A. Johnson 716-765-2621 Managing Director DEBTOR	
B SEND ACKNOWLEDGMENT TO (Name and Address) Harbour Funding Partners, Ltd. 11951 East Yates Center Road Lyndonville, New York 14098	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1 DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a ORGANIZATION'S NAME Marlin Preservation Fund, Ltd.				
OR	1b INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c MAILING ADDRESS 12118 East Yates Road		CITY Lyndonville	STATE N.Y.	POSTAL CODE 14098
1d FAX ID # SSN OR EIN not applicable		ADD'L INFO RE ORGANIZATION DEBTOR	1e TYPE OF ORGANIZATION Development	1f JURISDICTION OF ORGANIZATION Turks & Caicos Islands
1g ORGANIZATIONAL ID #, if any				<input checked="" type="checkbox"/> 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				
OR	2b INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
2c MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d FAX ID # SSN OR EIN		ADD'L INFO RE ORGANIZATION DEBTOR	2e TYPE OF ORGANIZATION	2f JURISDICTION OF ORGANIZATION
2g ORGANIZATIONAL ID #, if any				<input type="checkbox"/> 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 Harbour Funding Partners, Ltd.				
OR	3b INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c MAILING ADDRESS c/o Laughlin & Associates (attorneys)		CITY Carson City	STATE NV.	POSTAL CODE
COUNTRY U.S.A.				

4 This FINANCING STATEMENT covers the following collateral

A GUARANTY BOND by DEBTOR, a Turks and Caicos Island corporation, in favor of SECURED PARTY, Harbour Funding Partners, Ltd., a Nevada limited partnership, whereby additional Collateral was required to replace the shares of common stock of Ice Ban America, Inc. which were transferred to DEBTOR by SECURED PARTY in 1998 and now the shares have been irrevocably damaged, destroyed and transferred under a 16th of February, 2001 agreement entered in case no. 98-3089-CR-RYSKAMP and case no. 92-33339-BKC-SHF, both cases being in U.S. District Court, Southern District of Florida, West Palm Beach Division.

The Collateral shall consist of the attached Guaranty Bond herein, plus DEBTOR's rights, title and interest in such Property whether now or hereafter existing or now owned or hereafter acquired by DEBTOR and whereso ever located, including: Contract rights and accounts; chattel paper; documents; equipment; general intangibles; lawsuits; all books and records; damages suffered as a result of a Religious war and hate crimes (continued at 16.)

5 ALTERNATIVE DESIGNATION (if applicable)	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG 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

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	FIRST NAME	MIDDLE NAME SUFFIX

10 MISCELLANEOUS

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		FIRST NAME	MIDDLE NAME	SUFFIX
11c MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
11d TAX ID # SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e TYPE OF ORGANIZATION	11f JURISDICTION OF ORGANIZATION	11g ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> 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		FIRST NAME	MIDDLE NAME	SUFFIX
12c MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY

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

instigated and waged by Michael McBride, Patrick Scott and Carolyn Bell and any and all other individuals acting as (or) d/b/a United States Attorney in the above referenced Court cases which damaged the Grand Turk Harbour Developments, Ltd. or its project(s). The DEBTOR conveyed, transferred, and released all rights of assets to SECURED PARTY as of March 8, 2001. Interest shall accrue on this Bond from Default date of March 8, 2001 as deemed under 1. Consideration 1.05 of the 16th February, 2001 agreement in the aforementioned Court cases. Interest Rate shall be set annually on March 8th as the Prime Rate of Interest charged by Chase Manhattan Bank in New York at the close of business that day.

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

7

SHAREHOLDERS' SPECIAL MEETING
TO ELECT THE MANAGING DIRECTOR
MARLIN PRESERVATION FUND, LTD.
AND TO SIGN AND DELIVER A BOND, AS COLLATERAL SECURITY,
TO HARBOUR FUNDING PARTNERS, LTD., A NEVADA PARTNERSHIP

THE UNDERSIGNED SHAREHOLDERS, representing in excess of ~~70%~~^{50%} of the aforementioned foreign corporation, which was duly formed and has been in Good Standing since 2001 A.D. in the Turks and Caicos Islands, do hereby elects Jeffrey A. Johnson as Managing Director of this corporation, plus any or all other offices and directorships required by Law to execute a Bond in the amount of \$5.22 Billion, denominated in U.S. dollars, in favor of Harbour Funding Partners, Ltd., a Nevada partnership located in the United States of America.

THE UNDERSIGNED SHAREHOLDERS do hereby agrees for Jeffrey A. Johnson to issue and deliver said Bond. This Bond is to perform as additional security for 500,000 shares of common stock of ICE BAN AMERICA, INC., which was loaned as Collateral to the aforesaid mentioned corporation for the development and completion of the Grand Turk Harbour Development, Ltd. project, a/k/a the Grand Turk Harbour Project.


The ownership of the ICE BAN AMERICA, INC. common stock was illegally procured and obtained by one, Patrick Scott, and other tortfeasors under an agreement dated the 16th day of February 2001, as it pertained to both case no. 98-3089-CR-KLR in the United States District Court, Southern District of Florida and to case no. 92-33339-BKC-SHF in the United States Bankruptcy Court, Southern District of Florida. This act on behalf of Patrick Scott and Carolyn Bell was clearly extortion and larceny and was duly reported to Federal Judge Kenneth Ryskamp in a letter sent by Warren D. Johnson, Jr. on or about January 20, 2001 and delivered to the U.S. mails in West Palm Beach, Florida on or about that date; as well as a current Motion filed more recently on November 21, 2001 to the Court for an investigation; and a Federal Rule 3 Criminal Complaint filed in 2002 in both Courts.

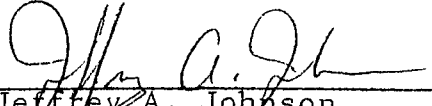
The agreement dated the 16th day of February, 2001 clearly states on page 2:


"In any event if all approvals ... are not entered by all courts prior to March 7, 2001, all documents and funds shall be released to the parties who provided them, ..."

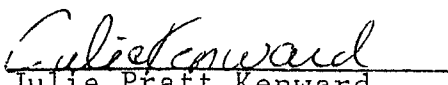
Document Number: 173 in case no. 98-8039, dated 03/27/01, and consisting of 34-pages and containing Amended Judgment in a Criminal Case signed 03/26/01 and Settlement Agreement and Mutual Release without complete signatures, clearly shows that the Restitution Order was not signed until March 26, 2001, and therefore breaching the 16th day of February, 2001 agreement; specifically under: section 1. Consideration §§ 1.05, 1.18, 1.33 and 1.34, as well as other sections, thus making such agreement Void ab initio. Referring to pages 2, 6, and 10 of Dkt. 173.

The occurrence of this Shareholder's Special Meeting is acknowledge by:

 6/1/02
Jeffrey A. Johnson, Date
accepting as Managing Director of Marlin Preservation Fund, Ltd.

 6/1/02
Jeffrey A. Johnson, Date
as custodian for his minor children Clancy Johnson, Chase Warren Johnson, Clay Paul Johnson and Christian Johnson; each of whom own approximately 4.76% equal interests in the aforementioned foreign corporation

 7-21-02
Paul R. Johnson, Date
as custodian for his minor child Chelsy Johnson; who owns approximately 4.76% interest in the aforementioned foreign corporation

 7/21/02
Julie Pratt Kenward, Date
as custodian for her minor children Christopher and Katie; each of whom own approximately 4.76% equal interests in the aforementioned foreign corporation

Stephen Pratt 7-12-02
Date
for himself individually and as custodian for his minor children
Tyler Pratt and Travis Pratt; all of whom owns approximately
4.76% interest in the aforementioned foreign corporation

Amy Thompson 7/21/02
Date
for herself individually and as custodian for her minor children
Daniel Thompson and Sharon ~~Clare~~ Thompson; all of whom owns
approximately 4.76% in the aforementioned foreign corporation

Kelly Lynn Johnson Brown 6-1-02
Date
as custodian for her minor child Ashleigh Taylor Brown; who owns
approximately 4.76% interest in the aforementioned foreign corporation

I, Jeffrey A. Johnson, declares that to the best of my personal
first hand knowledge and best evidence that the above stated is
true, correct, complete, and not misleading under penalty of perjury
under the Laws of The United States of America, the Laws of New York,
the Laws of Florida, the Laws of Nevada, and under my full commercial
liability this 31st day of ~~June~~ July, 2002.

Managing Director of
Marlin Preservation Fund, Ltd.

Jeffrey Alan Johnson
Jeffrey Alan Johnson
12108 East Yates Center Road
Lyndonville, New York

STATE OF NEW YORK }
COUNTY OF ORLEANS } ss

The foregoing instrument was sworn to and subscribed before me by
Jeffrey Alan Johnson, who personally appeared before me and who is
known to me or who produced identification.

Loralynn M. Bradley
Notary Public
My Commission Expires: 10/21/05
LORALYNN M. BRADLEY
Notary Public, State of New York
Qualified in Orleans County
My Commission Expires October 21, 2005

My Commission Expires:

GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS:

That MARLIN PRESERVATION FUND, LTD. (hereinafter DEBTOR) establishes this Bond in favor of HARBOUR FUNDING PARTNERS, LTD. (hereinafter BONDHOLDER) on the date evidence below in the Collateral value of the sum of Five-Billion Two-hundred Twenty-Million (\$5.22 Billion) Federal Reserve Notes, denominated as United States of America dollars, current value, for the payment of this Bond in liquidated damages for DEBTOR's default of the Terms and Conditions listed herein and DEBTOR hereby binds DEBTOR and DEBTOR's assets, Claims, developments, stock, Collateral

Five-hundred Thousand (500,000) common shares of ICE BAN AMERICA, INC. and all rights, claims, future lawsuits and all Lawful rights against the UNITED STATES OF AMERICA, Patrick Scott, Carolyn Bell, Michael McBride and any all tortfeasors listed in a F.R.Cr.P. Rule 3 Criminal Complaint file in the UNITED STATES DISTRICT COURT on or about April 19, 2002 in case no. 98-3089-CR-RYSKAMP in the SOUTHERN DISTRICT OF FLORIDA and in the UNITED STATES BANKRUPTCY COURT in case no. 92-33339-BKC-SHF in the SOUTHERN DISTRICT OF FLORIDA (herein Cases), jointly and severally, as follows:

The undersigned Party, as DEBTOR, declares under penalty of perjury under the Laws of The United States of America, the Laws of Nevada, the Laws of New York, the Laws of Florida, and the Laws of the Turk & Caicos Islands that the above stated is true, correct, complete, and not misleading under its full commercial liability this 31 day of June 2002.

The Party subscribing his signature hereto has read and understand the terms and conditions hereto and has freely signed this GUARANTY BOND and will honor the intent and all express provisions herein.

TERMS AND CONDITIONS

1. DEBTOR covenants to serve BONDHOLDER in any Legal capacity required by Law for the purposes of conveying to BONDHOLDER all goods and services created in Commerce by corporations and other Legal entities which are governed under Commercial Law, including but not limited to that portion of the Commercial Law codified in the Uniform Commercial Code (UCC). Therefore, and as assurance of this Guaranty and Fidelity, DEBTOR grants to BONDHOLDER a full Security Interest in DEBTOR and in all, including but not limited to, DEBTOR's tangible and intangible, private, personal, public, intellectual property, herein Claims of DEBTOR, which Claims arise out of an agreement dated 16th February, 2001, as it pertains to ICE BAN AMERICA, INC. common stock; the GRAND TURK HARBOUR DEVELOPMENTS, LTD.; the GRAND TURK HARBOUR PROJECT; any and all breach of Contract, extortion, duress or Claims arising from any unlawful activity by tortfeasors as filed in the aforesaid mentioned cases and in all property in which DEBTOR has any rights, title, interests, or claims of ownership to or in, including leased, rented, or temporary rights of possession or use including but not limited to all Collateral specifically identified in the attached herewith UCC-1.
2. DEBTOR, without any benefit of discussion or division, does hereby agree, covenant, and undertake to indemnify, defend, and hold harmless BONDHOLDER from and against any and all losses, damages, and liabilities incurring from any and all private, public, or Commercial Claims or charges, which Claims include but not limited to all costs, expenses, fees, interests, penalties, fines, assessments, defaults, and legal retainers suffered or incurred by BONDHOLDER, without any restrictions and for any reason whatsoever.

This GUARANTY BOND shall remain in full force and effect, without periodic renewal, until the DEBTOR is released by BONDHOLDER from all liability, past present and future Claims.

DUE ON DEMAND


Jeffrey P. Johnson
MANAGING DIRECTOR



June 1, 2002

Jeffrey A. Johnson
12118 East Yates Center Road
Lyndonville, New York 14098

RE: VALUATION OF THE ASSETS DESTROYED BY PATRICK SCOTT, ET AL.

Dear Jeff;

This letter will consolidate and confirm our conversations of the last eighteen months. The February 16, 2001 Agreement was EXTORTION and DURESS. Patrick Scott also breached the Agreement on March 8, 2001 and was duty bound to return all the assets under 1. CONSIDERATION, 1.05, since all approvals would have to include the Modification of Restitution Order (18 U.S.C. § 3664) that was signed and entered into the court record March 26, 2001; and 19 days too late. Under Timeliness of a Restitution Order, the court only had 90 days from sentencing for any restitution, as per U.S.v Cobb ; U.S.v Hooshmand and reconfirmed in the 11 th. Circuit by U.S. v. Myat Maung. This is why they resorted to threats, duress and extortion when they knew I would fight them.

The FUTURE FORWARD VALUE of the ICE BAN Patents, public stocks and technology is directly related to how much America and Canada would save when the product obtained maximum market share. The Steel Industry did a study of damage caused by salt to our nation, and estimated the DAMAGE at \$ 300 Billion per year. If we could have totally eliminated ROCK SALT and all DAMAGE, the total value of the technology would have to equal \$ 300 Billion, times 3 years, plus one third more for Canada; since Canada uses 5.5 metric tons of rock salt per year, or roughly one third of what America uses. This total value would then be \$ 1.2 Trillion Dollars U.S., or about what it will now cost to fix the damage to our infrastructure caused by 40 years of salt use.

If we examine a minimum valuation based on the government studies by the Hi-Tec Commission, under a market penetration of just

Seventeen percent (17%) yielding 51 Billion in annual savings to America per year. Then the ICE BAN AMERICA stock that Patrick Scott took and destroyed from our family's six Turks & Caicos Island Corporations would have been worth \$ 42.8 Billion Dollars. (i.e. 51 Billion times 3 divided by 28 percent) The 3 million nine hundred twenty five thousand shares of ICE BAN AMERICA, Inc. public company stock represented 28 percent of the total stock at the time of the initial public offering (I.P.O.).

The Hi-Tec Commission nominated ICE BAN for the Charles Penkow Award, which it won. The \$ 202 Billion Dollar Highway Transportation Bill awarded a 80% subsidy for all state, city and county highway departments that used ICE BAN, under a special subsidy ammendment attached to that bill. The subsidy alone would have been worth Billions, if it had not been for the interference and extortion.

The Government witness Rashid "Reg" Bodhanya testified that the value of the ICE BAN stock would be in " the Bill Gates category". Bill Gates net worth has been as high as 90 Billion or more. Patrick Scott also took and destroyed the GRAND TURK HARBOUR PROJECT in violation of our religeous concience. A Government witness, Dennis Ciagleo testified that the GRAND TURK HARBOUR project alone was a multi-billion dollar project.

I believe that the total of the GUARANTY BONDS in the total amount of \$ 41 Billion Dollars is very conservative and can be substantiated at higher values if necessary. These tortfeasors have destroyed ICE BAN and cost America and Canada hundreds of Billions in damage as well as those lives lost in accidents on ice and snow covered roads that ICE BAN could have prevented.

Yours truly,

A handwritten signature in black ink, appearing to read 'Warren Douglas Johnson, Jr.', with a stylized flourish at the end.

Warren Douglas Johnson, Jr.

with us in the war, the rule of *postliminium* operates in our favor in their territories as in our own. For their State is united to ours and constitutes but one body with us in the war. But if, as is a frequent practice at the present day, an ally limits himself to furnishing us the help stipulated for in treaties, without personally coming to a break with our enemy, so that their two States continue at peace in their immediate relations, in that case the auxiliary troops which he sends us are alone partakers and associates in the war, while his dominions remain neutral.

§ 208. It does not take effect in the case of neutral nations.

Now, the rule of *postliminium* does not take effect in the case of neutral Nations, for if a Nation wishes to remain neutral in a war, it is obliged to consider the war, with respect to its effects, as equally just on both sides, and consequently it must regard as lawful prize whatever has been captured by either party. To grant to one belligerent the right to reclaim, in the neutral territory, property captured by the other, that is, to enforce the rule of *postliminium*, would be to declare in favor of the former and to cease to be neutral.

§ 209. What property may be recovered by the rule of *postliminium*.

Property of every character is naturally recoverable by the rule of *postliminium*; and provided it be recognizable with certainty there is no intrinsic reason for excepting personal property from the rule. Accordingly we find that the ancients frequently restored such property, when recaptured from the enemy, to its former owners.^(a) But the difficulty of identifying personal property, and the countless disputes which would arise from the attempt to reclaim it, have created a general custom to the contrary. Furthermore, the small chance of the recovery of such property when once captured by the enemy and taken to a place of safety, raises the reasonable presumption that it has been abandoned by its original owners. Hence it is with good reason that personal property, or booty, is excepted from the rule of *postliminium*, unless it is recaptured immediately after it has been taken by the enemy, in which case there is neither difficulty in identifying it nor a presumption of abandonment by the owner. Now, once this practice has become the accepted and well-established custom, it would be wrong to go contrary to it (Introd., § 26). It is true that with the Romans slaves were not treated like other personal property; they were returned to their owners by the rule of *postliminium*, even when other booty was not so restored. The reason for this is clear. As it is always easy to identify a slave and to find out to whom he belongs, the owner has always the hope of recovering him, and therefore is not presumed to have abandoned his right.

§ 210. Persons whose return the rule of *postliminium* does not affect.

Prisoners of war who have given their parole, the inhabitants of provinces and towns who have submitted to the enemy and have promised or sworn fidelity to him, can not of their own act return to their former condition by the rule of *postliminium*, for good faith must be kept, even with enemies (§ 174).

§ 211. They benefit by that rule when they are recaptured.

But if the sovereign recaptures these towns, provinces, or bodies of prisoners, he recovers all the rights which he had over them, and should restore them to their former condition (§ 205). They then benefit by the rule of *postliminium*, without violating their parole or being wanting in good faith. The enemy loses by arms the right which he had acquired by arms. But with regard to prisoners of war a distinction is to be made. If on giving their parole they were set entirely at liberty, they are not released by the mere fact that they fall into the hands of their Nation, since they could even have returned to their homes without ceasing to be prisoners; consequently they can only be released by the consent of their captor or by his complete subjugation. But if they have only promised not to escape, a promise

(a) See several cases mentioned by Grotius, Lib. III, Cap. XVI, § 2.

CHAPTER XIV.

The Rule of Postliminium.

The rule of *postliminium* is that by which the persons and property captured by the enemy are restored to their former status on coming again into the power of the Nation to which they belong.

§ 204. Definition of the rule of postliminium.

The sovereign is under obligation to protect the persons and the property of his subjects and to defend them against the enemy. When, therefore, a subject, or some part of the subject's property, has fallen into the hands of the enemy, if by some happy turn of events they come into the power of the sovereign, there is no doubt but that he should restore them to their former condition by renewing in the subject all his rights and obligations, and by returning the property to its owners; in brief, by putting things as they were before the enemy became master of them.

§ 205. Basis of this rule.

The justice or injustice of the war does not enter into the case, not only because, in accordance with the voluntary Law of Nations, the war, as to its effects, is regarded as just on both sides, but also because the war, whether just or not, is fought in the Nation's cause. Consequently, if the subjects who fight or who suffer for the Nation should fall into the hands of the enemy, and afterwards, by some fortunate chance, should be recovered by their Nation, there is no reason why they should not be restored to their former condition and be as if they had never been captured; and the same rule holds for their property. If the war is just, then they were unjustly captured, and nothing is more natural than to reinstate them in their rights as soon as that is possible; if the war is unjust they are under no greater obligations to endure the sufferings of it than the rest of the Nation. Their capture was their misfortune; their deliverance is their blessing; and here again the result is as if they had never been captured. Neither their sovereign nor the enemy has any special right over them; the enemy has lost by one chance what he had gained by another.

By the rule of *postliminium*, therefore, persons are restored to their rights, and property to its owners, when, after having been captured by the enemy, they or it come again into the hands of their Nation (§204). Consequently the rule takes effect as soon as such persons or property captured by the enemy are retaken by the soldiers of the same Nation, or find their way back to the army, the camp, the territories of their sovereign, or the places under his control.

§ 206. How it operates.

Those who unite with us to carry on the war make common cause with us, so that their rights are the same as our rights, and they are regarded as making but one body with us. When, therefore, the persons or the property captured by the enemy are retaken by our allies or auxiliaries, or in any other way fall into their hands, the result is precisely the same, with respect to the legal effect, as if such persons or property should come directly into our possession, since where the cause is common what is held by them is held by us. The rule of *postliminium*, therefore, takes effect among those who carry on the war with us; so that the persons and the property which they recapture from the enemy should be restored to their former condition.

§ 207. Whether it takes effect among allies.

But does this rule take effect in the territory of our allies? A distinction must be made. If those allies make common cause with us, if they are leagued

tant that the relations of the royal family be certain. Fourthly, let us note in general on this point that if the Prince is invested with full, absolute, and unlimited sovereignty he is above those laws which derive their force from him alone, and he can dispense himself from them whenever natural justice and equity permit him. Fifthly, as for the laws which relate to morality and good order, the Prince must unquestionably respect them and uphold them by his example. And sixthly, he is certainly above all civil penal laws. The dignity of the sovereign does not permit that he be punished like a private citizen; and his functions are of too exalted a character to allow of his being interfered with under pretense of a fault which does not directly concern the government of the State.

It is not enough that the Prince be above the penal laws. In the interest of Nations themselves we are carried further still. The sovereign is the soul of the society; if he be not held in veneration by the people and his life placed in perfect security, the public peace, the prosperity, and the safety of the State are in continual danger. Hence the very safety of the State demands necessarily that the person of the Prince be sacred and inviolable. The Roman people conferred this privilege upon their tribunes in order that they might be unhampered in their guard over the State and untroubled by any fear in the performance of their duties. The cares and duties of the sovereign are of much greater importance than were those of the tribunes, and not less full of danger unless he be protected by powerful safeguards. Even the wisest and most just monarch can not but make some enemies; and is the State to be exposed to the danger of losing such a prince at the hand of a fanatic? The abhorrent and absurd doctrine that a private person may kill a wicked ruler deprived France at the commencement of the last century of a hero who was truly the father of his people. (a) Whatever his character may be, it is an enormous crime against a Nation to deprive it of a sovereign whom it has thought well to obey.

§ 50. His person is sacred and inviolable.

But this high attribute of sovereignty does not prevent a Nation from putting restraint upon an insupportable tyrant. It may even pass sentence upon him, respecting in his person the dignity of his rank, and withdraw itself from obedience to him. It is to this incontestable right that a powerful republic owes its birth. Owing to the tyranny of Philip II in the Netherlands, those provinces revolted; seven of them, in a close confederation, courageously maintained their liberty under the leadership of the House of Orange; and Spain, after ineffectual and disastrous efforts, recognized them as sovereign and independent States. If the authority of the Prince is limited and regulated by the fundamental laws, whenever he goes beyond the limits prescribed to him he commands without right and even without title; the Nation is not bound to obey him and may resist his unlawful undertakings. The moment he attacks the Constitution of the State the Prince breaks the contract which bound the people to him; and the people become free by the act of the sovereign and henceforth they regard him as an usurper seeking to oppress them. This truth is recognized by every thinking writer whose pen is not under the influence of fear or of self-interest. But certain celebrated authors maintain that if the Prince is invested with the supreme full and absolute power of government, no one has the right to resist him, much less to put restraint upon him, and all the Nation can do is to suffer with patience and to obey. They base their opinion upon the fact that such a sovereign is accountable to no one for the manner in which he governs, and that if the Nation could control his actions when

§ 51. Nevertheless a nation may depose a tyrant and refuse obedience to him.

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(a) Since the above was written, France has seen these horrors renewed. It shudders to think of them.

It clearly follows from the liberty and independence of Nations that each has the right to govern itself as it thinks proper, and that no one of them has the least right to interfere in the government of another. Of all the rights possessed by a Nation that of sovereignty is doubtless the most important, and the one which others should most carefully respect if they are desirous not to give cause for offense.

§ 54. No nation has a right to interfere in the government of another.

The sovereign is the person to whom the Nation has confided the supreme power and the duty of governing; it has invested him with its rights, and it alone is directly concerned with the manner in which its appointed ruler makes use of his power. No foreign State may inquire into the manner in which a sovereign rules, nor set itself up as judge of his conduct, nor force him to make any change in his administration. If he burdens his subjects with taxes or treats them with severity it is for the Nation to take action; no foreign State is called on to amend his conduct and to force him to follow a wiser and juster course. Prudence will suggest the times when it may interfere to the extent of making friendly representations. The Spaniards acted contrary to all rules when they set themselves up as judges of Inca Atahualpa. If that Prince had violated the Law of Nations in their regard they would have been right in punishing him. But they accused him of having put to death certain of his own subjects, of having had several wives, etc., things for which he was not responsible to them; and, as the crowning point of their injustice, they condemned him by the laws of Spain. (a)

§ 55. A sovereign may not make himself judge of the conduct of another.

But if a prince, by violating the fundamental laws, gives his subjects a lawful cause for resisting him; if, by his insupportable tyranny, he brings on a national revolt against him, any foreign power may rightfully give assistance to an oppressed people who ask for its aid. The English justly complained of James II. The nobility and the patriotic leaders resolved to put a check upon his policy, which clearly tended to overthrow the Constitution and to destroy the liberties and the religion of the people, and they obtained the help of the United Provinces. Doubtless the authority of the Prince of Orange had an influence in the deliberations of the States-General, but it did not lead them to do an act of injustice. To give help to a brave people who are defending their liberties against an oppressor by force of arms is only the part of justice and generosity. Hence, whenever such dissension reaches the state of civil war, foreign Nations may assist that one of the two parties which seems to have justice on its side. But to assist a detestable tyrant, or to come out in favor of an unjust and rebellious people, would certainly be a violation of duty. When, however, the political bonds between a sovereign and his people are broken, or at least suspended, they may be considered as two distinct parties, and since both are independent of all foreign authority, no one has the right to judge them. Either may be in the right, and those who assist the one or the other may think they are upholding the just cause. Hence, by virtue of the voluntary Law of Nations (see Introd., § 21), the two parties must be allowed to act as if possessed of equal right, and to be treated accordingly, until the affair is decided.

§ 56. When it is permitted to interfere in a contest between a sovereign and his people.

But this principle should not be made use of so as to authorize criminal designs against the peace of Nations. It is in violation of the Law of Nations to call on subjects to revolt when they are actually obeying their sovereign, although complaining of his rule.

The practice of Nations is in conformity with the principles laid down. When the German Protestants came to the help of the reformed party in France the

(a) Garcillasso de la Véga.

Decision gives Conn. tribe federal status

The Bush administration granted federal recognition to a Connecticut Indian tribe, which allows it to open gambling casinos and tap into \$4 billion in federal Indian health and education programs. The Bureau of Indian Affairs recognized the Eastern Pequots and Paucatuck Eastern Pequots as one tribe. Although they share a 225-acre reservation, they are rivals and filed separate petitions for recognition.

Nationally, about 230 tribes are seeking to join the nearly 560 already recognized, the General Accounting Office says. — Erin Kelly, Gannett News Service

By Paul Leavitt with staff and wire reports

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**RIGHTS TO RECOGNITION OF THE REORGANIZED
PRINCIPALITY OF THE JOHNSON FAMILY UNDER THE
LAW OF NATIONS AND THE UNITED STATES CONSTITUTION**

The Johnson family ancestors were the members of the race of people who discovered and settled Massachusetts, Rhode Island and New York. The risks associated with coming to Massachusetts, Rhode Island and New York were great, but John Alden, Pricilla Mullins, William Mullins, his wife and son, Hannaka Jan and Mathew Grinnell all risked life and fortune to settle these new lands based on their religious conscience. They were a royal priesthood and sovereign nation, newly formed in well defined land areas.

Our family members signed a constitution for self government under their religious conscience on November 11, 1620, which was the Mayflower Compact. During our family's rule, John Alden was twice Lieutenant Governor of Massachusetts, while Hannaka Jan was the daughter of the ruling family of the Netherlands, and given a land grant in New Netherlands (New York (1624), a/k/a Manhattan Island). Every historical document dealing with the foundation, discovery, government and religion of Massachusetts, Rhode Island and New York shows that the Johnson family met the following criteria under 41 American Jurisprudence 2d § 3:

1. The Johnson family members are persons who lived and were brought up in a religious society and community; established by their ancestors.
2. Religious conscience controlled the Johnson family lives and activities.
3. The Johnson family members participated in religious and government affairs.
4. The Johnson family members exercised political control over the states of Massachusetts and New York.
5. Political status was later guaranteed and set forth in the Law of Nations in 1758 by Emir de Vittel, which also guaranteed to the Johnson family piety and religious rights based on religious conscience. Our family ancestors risked their lives and fortunes to establish these lands and self government.
6. The historical continuity of the foregoing factors are well established, guaranteed by the Constitution of the United States of America of 1789 A.D., wherein Article I, Section 8 mandates Congress to define and punish offences against the Law of Nations.
7. Our family members are the direct descendance of the Principality of Orange founded in the 12th century, as well as Royalty from the House of Grinnell, who became Huguenots.

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The rights of the Johnson family to become a separate entity; re-organize their ancient principality; govern their own principality consistent with their religious conscience; enjoy the benefits of sovereign immunity; repel the acts of Hostility by those tortfeasors d/b/a or acting as United States Attorney in relation to case no. 98-8039-CR-RYSKAMP in the Southern District of Florida; and make laws and regulations for the Government and protection of our family persons and property, are well established.

8. A State of War exists, due to threats by a Federal Agent of the F.B.I., who claimed he would show the Johnson family that he was the anti-Christ and destroy them. The Johnson family, through several Turks and Caicos Corporations, sought to preserve their religious conscience in a Letter of Intent, A Development Agreement, and multiple religious functions and services between 1997 to 1998.

It is now the Constitutional duty of the United States Government to restore the fortunes of the Johnson family, recognized their principality, and prosecute the criminals who committed artifice, perjury and extortion against the Johnson family in violation of the Rule of Law.



MONACO

PRINCIPALITY OF MONACO (Principauté de Monaco) is the official name of the country

Monaco is the second smallest independent state in the world, after Vatican City. Situated on the Mediterranean Sea, it occupies a tiny corner of southwestern Europe, surrounded on three sides by France. Monaco has been ruled for centuries by princes, and its official name is Principality of Monaco.

The People. Citizens of Monaco, who are known as Monégasques, make up only about 16 percent of the population. About half of Monaco's residents are French. Most of the remainder include Italians (for Monaco lies near the Italian border) and other Europeans. In addition, several thousand people, mainly French, commute to Monaco each day to work. French is the official language, although Monégasque (a mixture of French and Italian), Italian, English, and other languages also are spoken. Most of the people are Roman Catholics.

The Land. Measuring only a little over half a square mile in area, Monaco is smaller in size than New York City's Central Park.

Monaco is divided into four geographic sections: Monaco-Ville, the capital; La Condamine and Fontvieille, the industrial and business districts; and Monte Carlo, the resort and residential area. Monaco-Ville is the oldest part of the country. It has narrow passageways, shady little squares, and cobblestone streets lined with old houses. The most famous

building in Monte Carlo is the Casino, which is always crowded with tourists who have come to gamble, for gambling is legal in Monaco. Its mild climate also has helped to make Monaco a world famous resort.

Economy. Monaco's economy is based mainly on tourism. Manufacturing accounts for about 30 percent of Monaco's income. Additional income is provided by liquor taxes, business registration fees, a small tax on business profits, and tobacco. Monaco also publishes fine art books and issues stamps prized by collectors around the world. Monaco has no unemployment, and legal residents pay no direct taxes on income and property. French citizens, however, pay French taxes.

History and Government. The modern history of Monaco began in the late 13th century when the Grimaldi family (the present ruling house) won control of Monaco. Its independence was recognized by France in 1512. But between 1793 and 1860, Monaco was ruled first by France and then by the Kingdom of Sardinia.

Monaco regained its independence in 1861. Its ruler at that time, Prince Charles III, decided to make an industry of tourism. He built a new town, Monte Carlo (Mount Charles), the Casino, and many fine hotels. Under Charles's son, Albert I, Monaco received its first constitution in 1912. In 1918 a treaty with France guaranteed the independence of Monaco as long as there is a male heir to the throne. France maintains limited protection over the principality.

Albert's son, Louis II, ruled until 1949. He was succeeded by his grandson, Rainier III. In 1956, Prince Rainier married Grace Kelly, an American motion picture actress. They had three children—Princesses Caroline and Stephanie and Prince Albert, the heir to the throne. Princess Grace died in 1982.

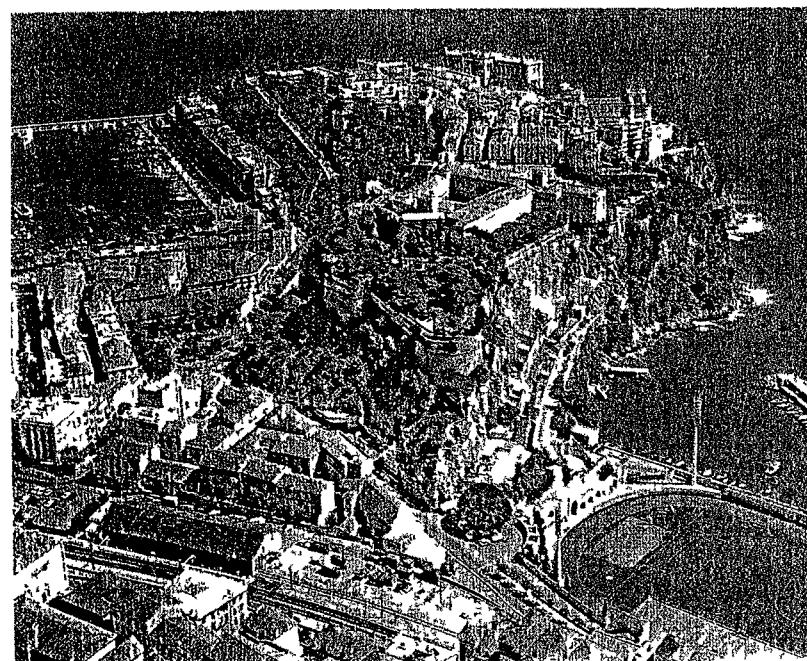
The government of Monaco is based on the Constitution of 1962. The prince, who is the head of state, appoints a minister of state (a French civil servant) to head the government. The members of the legislature, the National Council, are elected directly by the people. Monaco was admitted to membership in the United Nations in 1993.

Reviewed by ALBERT LISIMACHIO
Conservateur des Archives et de la
Bibliothèque du Palais de Monaco

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GOVERNMENT Constitutional monarchy Head of state—
prince Head of government—minister of state —
—National Council

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FLORIDA DEPARTMENT OF STATE
Office of the Secretary
Office of International Relations
Division of Elections
Division of Corporations
Division of Cultural Affairs
Division of Historical Resources
Division of Library and Information Services
Division of Licensing
Division of Administrative Services



State Board of Education
Trustees of the Internal Improvement Trust Fund
Administration Commission
Florida Land and Water Adjudicatory Commission
Siting Board
Division of Bond Financing
Department of Law Enforcement
Department of Highway Safety and Motor Vehicles
Department of Veterans Affairs

FLORIDA DEPARTMENT OF STATE

Ken Detzner
Secretary of State

MEMORANDUM

To: The Royal Johnson Family
Portosel
12118 East Yates Road
Lyndonville, NY 14098-4098

From: Notary Certification/Apostille Section

Date: January 9, 2003

As requested in a letter dated December 17, 2002, we have certified the following:

<u>Document</u>	<u>Copies</u>	<u>Certificate Type</u>	<u>Name</u>
Notarized document	1	Apostille	Ricardo Miro

This will acknowledge receipt of payment for the cost(s) shown below

<u>Payment</u>	<u>Amount</u>	<u>Purpose</u>
Check #1572	\$10 00	Certificates

If we can be of further assistance, please let us know

Enclosures

Reference ID: 162939

OFFICE OF INTERNATIONAL AFFAIRS
NOTARY COMMISSIONS AND CERTIFICATIONS SECTION
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FAX: (850) 488-2225 • WWW Address <http://www.dos.state.fl.us> • E-Mail intrel@mail.dos.state.fl.us



Department of State

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: United States of America

This public document

2. has been signed by Ricardo Miro

3. acting in the capacity of Notary Public of Florida

4. bears the seal/stamp of Notary Public, State of Florida

Certified

5. at Tallahassee, Florida

6. the Ninth day of January, A.D., 2003

7. by Secretary of State, State of Florida

8. No. 2003-661

9. Seal/Stamp:

10. Signature:



CR2EO22 (1-03)

Ken Detzner
Ken Detzner
Secretary of State

7

PORTOSEL)	
)	
The Royal Johnson Family	)ss.	Declaration of the
	)	Sovereignty of the
Joyce Lucille Johnson	)	Principality of Orange
Warren Douglas Johnson, Jr.	)	Reorganized To Operate
Sharon Lynn Johnson Pratt	)	Subject to Emir de
Patricia Ann Johnson Wellspeak	)	Vittel's Law of Nations;
Paul Richard Johnson	)	Nature's Law; and God's
Jeffrey Alan Johnson	)	Law
and Their Heirs in All)	
Future Generations	)	(Hereinafter PORTOSEL)
)	
In Sumter County, Florida	)	re: TESTAMENTARY EXISTANCE
In The United States of	)	OF TREATY BETWEEN PORTOSEL
America	)	AND THE UNITED STATES
)	

KNOW ALL BY THESE PRESENTS: That PORTOSEL, pursuant to the Law of Nations, and history from the 11th century, has established its family heritage with a religious and pious conscience and unalienable rights to reorganized it ancient sovereign principality, which secures the undersigned's legal rights, title and privileges and gives rise to this APOSTILLE of a public document to the United States and to all other sovereign nations and principalities.

The undisputed and recorded history of the Royal Johnson Family - PORTOSEL does far exceed all rights to blood, title and land recognized for Indian tribes as set forth in 41 AM JUR 2d, §§55 to 57; and, is copiously documented in the public records of the United States; United States District Court, Southern District of Florida in case no. 98-8039-CR-RYSKAMP.

The United States is a sovereign and subject only to its own constitution and the Law of Nations. See Supreme Court Case Choctaw Nation v. United States, 119 U.S. 1, 7 S.Ct. 75, 30 L.Ed 306; Hilton v. Guvat, 159 U.S. 163, 16 S.Ct. 139, 40 L.Ed 95 (NY 1895). And PORTOSEL is, in fact, a sovereign and relies on the following:

1. The Holy Bible
2. The Magna Carta of June 15, 1215
3. The Mayflower Compact of November 11, 1620
4. The Law of Nations by Emir de Vittel of 1758 edition
5. The Convention de La Haye du 5 Octobre 1961
6. Vienna Convention 18 April 1961, U.N.T.S. Nos. 7310-7312 vol. 500, pp. 95-239

7. The Ordinance for the Territory North and West of the River Ohio, 1 Stat. 51 52, July 13, 1787
8. International Organizations Immunities Act, 9 December 1945
9. The Vienna Convention on the Law of Treaties U.N. Doc A/Conf. 39/27 (1969), 63 A.J.I.L. 876 (1969) at Article 2, section 1(a), (b), and (g), and Article II for "limited accession" per TIAS 10072 33 U.S.T. 883, 527 U.N.T.S. 189
10. The Convention on Rights and Duties of States, 49 Stat. 3097, T.S. 881, 165 L.N.T.S. 19, 3 Bevans 145, done at Montevideo, Uruguay on December 26, 1934, @ Art. 2-3 Id. est. "sovereign ecclesiastical State"
11. Convention on the Conflict of Laws Relating to the Form of Testamentary Dispositions, concluded October 5, 1961, #11, et seq., Conflict of Laws (1993)
12. Vienna Convention on Consular Relations and Optional Protocols done at Vienna 24 April 1963, U.N.T.S. Nos. 8638-8640 vol. 596, pp. 262-512
13. Vienna Convention on the Law of Treaties, signed at Vienna 23 May 1969, U.N.T.S., Entry into Force: 27 January 1980

The Royal Johnson Family - PORTOSEL does hereby state that its family members are not 14th Amendment citizens of the District of Columbia but have, in fact, founded and/or ruled over and developed and have been landowners in the area of land known as the state of Massachusetts since 1620; the state of Rhode Island since 1638; and, the New Netherlands which is know known as the state of New York since 1624; and, its ancestors and the current Royal family have been, and in fact are citizens of PORTOSEL inhabiting within the states of New York and Florida.

A contract with the Royal Johnson Family - PORTOSEL is a treaty. The United States has dealt with the Royal Johnson Family - PORTOSEL as a family tribe or band; and Warren D. Johnson, Jr., individually and with power of attorney for each of his brothers and sisters can assert the rights of PORTOSEL. The United States of America has breeched its fiduciary contract, capacity and responsibility and has taken advantage of the Royal Johnson Family - PORTOSEL through the vendettas turned religious wars which have been documented and reported to various Federal agencies and departments of the United States over the last thirteen years. Those agencies and departments so notified were the Federal Bureau of Investigation (F.B.I.); the Judiciary Committee of the United States Congress; the Federal courts; the Police; the Judiciary Committee of the United States Senate; the Department of Justice; the Attorney General of the United States; and the Secretary of State of the United States.

As we progress in case no. 98-8039-CR-RYSKAMP and future cases based on future claims under the rule of Postliminium, the Treaty between our two sovereign entities will be forged for all future posterity. _

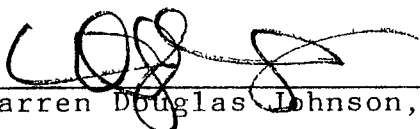
PORTOSEL urges the Congress of the United States to identify and prosecute the violations of the Law of Nations outlined in the aforesaid mentioned case and to use care in order to avoid taking advantage of PORTOSEL; let the United States generously recognize its full obligations to protect the interests of the Royal Johnson Family - PORTOSEL; and to order its enemies to cease and desist all extortion threats, duress, and misusing the Federal courts to oppress PORTOSEL with superior skills of lies and deceits in order to deny the Royal Johnson Family - PORTOSEL justice and continue to violate its religious conscience.

Under 41 AM JUR 2d, § 55, these tactics that continue to occur are illegal in dealing with those whose rights preceded the United States of America of 1789; be it American Indian nations, tribes, bands or PORTOSEL.

The members of the Royal Johnson Family - PORTOSEL, descending from the band of Pilgrams, may in fact be "Diplomatic Agents" or described as "Ambassadors" or "Public Ministers" to the United States on behalf of PORTOSEL, with all rights established in the aforesaid 13 documents listed herein, constitutions, Laws and Treaties; and, any other contract, treaty, document or instrument of Law that does in fact recognize, acknowledge and treat the Royal Johnson family - PORTOSEL with Justice, righteousness and truth.

IN FAITHFUL WITNESS WHEREOF; Joint-Heir-Declarant states the above is true, correct and complete, and not misleading under the Law of the almighty God and His son Jesus Christ; and, under International Law as espoused in the Law of Nations, the Laws of PORTOSEL, and under my unlimited commercial liability, so help me God.

FURTHERMORE; all powers stated herein and the right standing of descendency and all commitments binding to the Royal Johnson Family - PORTOSEL.


Warren Douglas Johnson, Jr.

SUBSCRIBED and AFFIRMED to before me, a Notary Public in Sumter County, the State of FLORIDA, the above Signator, Warren Douglas Johnson, Jr. appeared, identified himself, and affixed his signature hereto, this 6th day of December, 2002.


Notary Public



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