

LITIGATION RELEASE NO. 15771 / June 5, 1998

SECURITIES AND EXCHANGE COMMISSION v. DANIEL T. TODT, et. al., 98 Civ. 3980

(JGK) (SDNY) (June 5, 1998)

*See complete summary*

The Commission alleged in its complaint that the defendants have been engaged in continuing offers and attempts to sell at least one fraudulent bank certificate being represented as issued by the Bank of Tokyo- Mitsubishi, Ltd. ( Mitsubishi Certificate ). In fact, the complaint alleges that the Mitsubishi Certificate is a sham document. Defendants Todt, Rebecca Todt, Bay State Trust, Perry, Leggett, Abijah, Harris, ABE and Bryson are all alleged to be part of a fraudulent scheme to use the Mitsubishi Certificate to obtain millions of dollars in payments for themselves, while invoking both humanitarian goals and the names of official entities, ranging from the Federal Reserve Bank to the United Nations Security Council, in an effort to make their scheme appear legitimate. The purported issuing bank for the Mitsubishi Certificate, as well as the FBI and the Federal Reserve, among others, have confirmed that the certificate is a worthless, sham document. The defendants, nonetheless, are persisting in their efforts to negotiate the Mitsubishi Certificate. Further, the Commission alleged that some of the defendants possess at least one additional bogus bank certificate which they intend to sell.

## THE COMMISSION SEEKS EMERGENCY RELIEF IN CONNECTION WITH ATTEMPTS TO NEGOTIATE FRAUDULENT SECURITIES

On June 5, the Commission filed a complaint and requested emergency injunctive relief in an action involving the offer and attempt to sell forged and fictitious securities. The complaint, filed in the U.S District Court for the Southern District of New York, seeks an injunction and other relief against Daniel T. Todt, Rebecca L. Todt, Bay State Trust, Inge Marilyn Perry, H. Wayne Leggett, Shmmuel Emmanuel Abijah Quijano (a/k/a HRH Shmmuel Abijah, a/k/a Sergio Arcineagas), Neal Harris, ABE Investments Group, Inc. and Jorge Bryson. The Commission alleged in its complaint that since at least March 1997, the defendants have been engaging in a scheme to obtain money through the offer of fraudulent securities in violation of the antifraud provisions of the federal securities laws.

The Commission alleged in its complaint that the defendants have been engaged in continuing offers and attempts to sell at least one fraudulent bank certificate being represented as issued by the Bank of Tokyo-Mitsubishi, Ltd. (Mitsubishi Certificate). In fact, the complaint alleges that the Mitsubishi Certificate is a sham document. The defendants are all alleged to be part of a fraudulent scheme to use the Mitsubishi Certificate to obtain millions of dollars in payments for themselves, while invoking both "humanitarian" goals and the names of "official" entities, ranging from the Federal Reserve Bank to the United Nations Security Council, in an effort to make their scheme appear legitimate. [SEC v. Daniel T. Todt, et al., 98 Civ. 3980, JGK, SDNY] (LR-15771)

98 CIV. 3980

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UNITED STATES DISTRICT COURT  
for the  
SOUTHERN DISTRICT OF NEW YORK

JUN 05 1998

U.S.D.C. S.D. N.Y.

SECURITIES AND EXCHANGE COMMISSION,  
Plaintiff,

v.  
DANIEL T. TODT, REBECCA L. TODT,  
BAY STATE TRUST, INGE MARILYN PERRY,  
SHMMUEL EMMANUEL ABIJAH QUIJANO  
(a/k/a HRH PRINCE SHMMUEL ABIJAH, a/k/a/  
SERGIO ARCINEAGAS), NEAL HARRIS, ABE  
INVESTMENTS GROUP, INC., JORGE BRYSON  
AND H. WAYNE LEGGETT,

Defendants.

98 Civ. \_\_\_\_\_

COMPLAINT

SUMMARY OF THE ACTION

The Commission brings this case against seven individuals and two entities for violations of the federal securities laws primarily through their continuing offers and attempts to negotiate at least one fraudulent bank certificate being represented as issued by the Bank of Tokyo-Mitsubishi ("Mitsubishi Certificate"). In fact, the Mitsubishi Certificate is counterfeit. Defendants Daniel T. Todt ("Todt"), Rebecca L. Todt (Rebecca

Todt), Bay State Trust, Inge Marilyn Perry ("Perry"), H. Wayne Leggett ("Leggett"), Shmmuel Emmanuel Abijah Quijano (a/k/a HRH Prince Shmmuel Abijah, a/k/a Sergio Arcineagas) ("Abijah"), Neal Harris ("Harris"), ABE Investments Group, Inc. ("ABE") and Jorge Bryson ("Bryson") are all part of a fraudulent scheme to use the Mitsubishi Certificate to obtain millions of dollars in payments for themselves, while invoking both "humanitarian" goals and the names of "official" entities ranging from the Federal Reserve Bank to the United Nations Security Council in an effort to make their offers and attempted sales of the Mitsubishi Certificate appear legitimate. The purported issuing bank for the Mitsubishi certificate, as well as the FBI and the Federal Reserve, inter alia, have confirmed that the certificate is a worthless, sham document. The defendants nonetheless are persisting in their efforts to negotiate the Mitsubishi Certificate. The Commission also has evidence that the defendants possess at least one additional counterfeit bank certificate which they intend to negotiate as part of their fraudulent scheme.

#### JURISDICTION AND VENUE

1. This Court has jurisdiction over this action pursuant to Section 22(a) of the Securities Act [15 U.S.C. §§77u(a)] and Sections 21(e) and 27 of the Exchange Act [15 U.S.C. §§78u(e) and 78aa].

2. Although the defendants reside in various locations outside this district, many of the transactions, acts, practices and courses of business constituting the violations of law alleged herein occurred within this judicial district. For example, as part of the fraud, Defendant Todt traveled to New York City in September 1997 and met with the Federal Reserve Bank in connection with defendants' attempts to negotiate the Mitsubishi Certificate. The defendants also caused the Federal Reserve Bank in New York City to

correspond with the Central Bank of Nicaragua regarding the same instrument. Thus, venue is appropriate in this Court pursuant to Section 22(a) of the Securities Act and Section 27 of the Exchange Act.

3. The defendants, directly and indirectly, have engaged in, and unless restrained and enjoined by this Court will continue to engage in, transactions, acts, practices, and courses of business that violate Section 17(a)(1), (2) and (3) of the Securities Act of 1933 ("Securities Act") [15 U.S.C. §77q(a)(1), (2) and (3)], and Section 10(b) of the Securities Exchange Act of 1934 ("Exchange Act") [15 U.S.C. §78j(b)] and Rule 10b-5 thereunder [17 C.F.R. §240.10b-5].

4. In connection with the transactions, acts, practices, and courses of business described in this Complaint, each of the defendants, directly and indirectly, has made use of the means or instrumentalities of interstate commerce, of the mails, and/or of the means or instruments of transportation or communication in interstate commerce.

5. In connection with these offers and attempts to sell, the defendants have knowingly or recklessly made misrepresentations and omitted to state material facts concerning the authenticity and negotiability of the Mitsubishi Certificate.

6. The Commission brings this action pursuant to the authority conferred upon it by Section 20(b) of the Securities Act [15 U.S.C. §77t(b)] and Section 21(d) and (e) of the Exchange Act [15 U.S.C. §78u(d) and (e)] for an order permanently restraining and enjoining defendants and granting other equitable relief.

#### DEFENDANTS

7. On information and belief, defendant Todt is a lawyer admitted to practice in Ohio, Germany, and the former Soviet Union, inter alia. He resides in Strongsville, Ohio.

Todt has traveled to New York, Japan, Switzerland, Guatemala, West Virginia, Illinois, and Florida in furtherance of the fraudulent schemes described herein. He claims to have worked for an unspecified United States intelligence agency, to have contacts with the KGB, and to have abilities in "virtually every language." Despite receiving repeated warnings from unimpeachable sources that the Mitsubishi Certificate is fraudulent, Todt has attempted, and continues to attempt to present it for collection on his own behalf and/or that of the other defendants or some of them. Todt's law firm (consisting only of himself and defendant Rebecca Todt) stands to gain almost \$34 million if the Mitsubishi Certificate "deal" is consummated. Todt also devised a fraudulent trading program in furtherance of the Mitsubishi Certificate scheme. He intended to use the proceeds from the Mitsubishi Certificate in this program, which resembles a classic prime bank scheme. Todt is to receive 10% of the profits. He also provided to Perry and Leggett forged Barclays Bank documents, purporting to "guarantee" the value of the Mitsubishi Certificate at over \$14 billion, and to "guarantee" that over \$13 billion would be placed in a trading program to generate even more funds.

8. Defendant Rebecca Todt is a lawyer admitted to practice in Ohio, and practices law with her husband, Todt. She resides in Strongsville, Ohio. Despite knowing that the Mitsubishi Certificate is counterfeit, she has worked with Todt in connection with his attempts to negotiate the Mitsubishi Certificate, in anticipation of the nearly \$34 million payoff to their law firm projected when the Mitsubishi Certificate "deal" is complete.

9. Defendant Bay State is a trust established by defendant Perry's family in Vaduz, Liechtenstein in 1989, with offices there and in Boca Raton, Florida. Bay State is to receive almost \$34 million in connection with defendants' scheme to negotiate the

Mitsubishi Certificate. Substantially all of the writings Perry executed in furtherance of the scheme purportedly were on behalf of Bay State Trust.

10. Defendant Perry is a trustee of Bay State Trust and a citizen of Germany, with residences in Germany and Florida. She entered into agreements on behalf of Bay State in connection with the defendants' efforts to negotiate the Mitsubishi Certificate, and signed documents that purport to govern payments of various amounts to defendants upon the completion of the Mitsubishi Certificate "deal." She has been in contact with Central American governments and Catholic Church officials, in an effort to cover the Mitsubishi Certificate fraud in a veil of legitimacy. Perry also approached the former president of Guatemala, Vinicio Cerezo, the purported "holder" of the Mitsubishi Certificate, to seek ratification of the fraud.<sup>1</sup>

11. Defendant Leggett is a former accountant who resides in Arizona. He provided financial advice to and drafted correspondence for Perry and Bay State concerning the counterfeit Mitsubishi Certificate. Leggett expects to receive \$29 million from the proceeds obtained from the sale of the Mitsubishi Certificate, and has met with El Salvadoran citizens in furtherance of the scheme to sell an additional fraudulent bank certificate, the "Daichi Certificate."

12. Defendant Abijah has been a trustee of Bay State Trust during periods relevant to the Complaint, and introduced Perry and Todt. In 1996, Abijah represented to Perry that his family was interested in purchasing the Mitsubishi Certificate. Subsequently, Perry, Todt and Abijah executed an agreement for a \$7 billion sale of the Mitsubishi Certificate from Bay State to Todt in March 1997. Abijah presently resides in

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<sup>1</sup> Cerezo has attempted to disassociate himself from the fraud and has provided a declaration confirming that he is not the "holder" of the Mitsubishi Certificate, and that his signature is forged on various documents produced by defendants.

London. In May 1998, Abijah was arrested by London police, but he is free on bail until his required appearance at the London Metropolitan Police Service station on June 10, 1998. Among the items seized by police at his residence were a copy of the Mitsubishi Certificate, blank certificate forms suitable for printing, and equipment for imprinting seals. Abijah carried United States and Colombian passports at the time of his arrest. Upon information and belief, Abijah was a resident of Colorado until November 1997.

13. Defendant Harris lives in Colorado, and provided the fraudulent Mitsubishi Certificate to Perry and Bay State at a March 1997 meeting in Miami, which was arranged by Bryson. Harris has possession of another fraudulent bank certificate, the "Daichi Certificate," the negotiation of which, certain of the defendants have confirmed, is part of the Mitsubishi Certificate deal. Harris is to receive \$34 million upon completion of the Mitsubishi Certificate deal.

14. Defendant Bryson resides in Florida. He is the president of ABE Investments Group, Inc., and arranged meetings in connection with distribution of proceeds from the sale of the Mitsubishi Certificate with residents of Guatemala, Nicaragua, and El Salvador as recently as May 16, 1998. Bryson told Perry about the Mitsubishi Certificate, and arranged for her to receive the original document from Harris.

15. Defendant ABE Investments Group, Inc. ("ABE") is located in Palm Bay, Florida. ABE, Bryson's company, is to receive a payment of \$34 million at the time of the Mitsubishi Certificate's sale.

#### FACTS

##### The Fraudulent Mitsubishi Certificate

16. In or before March 1997, defendants perfected a scheme to negotiate a counterfeit security known as the "Mitsubishi Certificate." On its face, the Mitsubishi



Certificate purports to be an "International Deposit of Commercial Obligation" issued in 1969 by Mitsubishi Bank, whose successor in interest is the Bank of Tokyo-Mitsubishi Ltd. This certificate's face amount is ¥ 654,510,000,000 (at current exchange rates, over \$4.7 billion), plus interest of 3.5%. Defendants have tried to give their scheme an aura of credibility by claiming that (after deduction of large payments to themselves) the Mitsubishi Certificate will be used to fund humanitarian aid for Guatemala, Nicaragua, or other countries in the Western hemisphere.

#### **Defendants' Knowledge of the Fraud**

17. Since at least December 1996, however, defendants have been on notice from numerous credible sources that the Mitsubishi Certificate is a sham. Notably, in December 1996, and in March, September, and December of 1997, the Bank of Tokyo-Mitsubishi Ltd. informed Todt in writing that the Mitsubishi Certificate is fraudulent. In addition to these repeated statements from the purported issuing bank, in September 1997, representatives of the Federal Reserve Bank in New York and the FBI advised Todt that the Mitsubishi Certificate is fraudulent. In October 1997, the Federal Reserve Bank in New York informed the Central Bank of Nicaragua in writing that the Mitsubishi Certificate is fraudulent, and defendants Todt, Rebecca Todt, Perry and Leggett, at least, each saw copies of this communication.

#### **Efforts to Negotiate the Counterfeit Security**

18. Despite being advised on numerous occasions that the Mitsubishi Certificate is a sham, on December 22, 1997, Todt, on his own behalf and/or that of the other defendants or some of them, attempted to present the Mitsubishi Certificate for collection at the Bank of Tokyo-Mitsubishi Ltd.'s Chicago branch. The bank refused to accept the certificate.

19. Defendants' efforts to effect the sale of the Mitsubishi Certificate have continued from the attempted sale on December 22, 1997 to the present. For example, Todt approached the Bank of Japan in January 1998 with the Mitsubishi Certificate. On March 17, 1998, Todt contacted the Bureau of Public Debt at the U.S. Treasury Department, and attempted to open an account which he could fund using the Mitsubishi Certificate.

#### The Mechanics of the Scheme

20. On July 25, 1997, August 3, 1997, and August 10, 1997, Perry (on behalf of Bay State) and Todt entered into three agreements (collectively the "Executive Summary") which outline various elements of the fraudulent scheme, including purporting to allocate payments totaling over \$320 million from the proceeds of any deal involving the Mitsubishi Certificate. According to the Executive Summary, the payoffs at closing include \$33,975,131.50 each to Daniel T. Todt & Associates (a law firm consisting of Todt and Rebecca Todt), Bay State (Perry's trust), ABE (Bryson's company), and Harris; and \$29 million to Leggett. To date, the Commission has no evidence as to direct compensation to Abijah.

21. In further attempts to make their fraudulent offer and attempts to sell the counterfeit Mitsubishi Certificate appear legitimate, defendants claimed they would place some of the funds obtained using the Mitsubishi Certificate into trading programs. In furtherance of that scheme, Todt circulated documents (which he apparently prepared) describing trading programs purportedly offered through a consortium for which Todt and Rebecca Todt held various positions. The programs' expected rates of return are described as being as much as 18% per month, with the potential "return on investment" increasing to as much as 35% per month for investments of "\$2 billion USD and above." Moreover,

Todt provided falsified Barclays Bank documents which purport to guarantee trading with returns of 40% up to four times a month. The "Barclays" documents are forgeries.

**Defendants' Pretextual "Humanitarian" Aims**

22. As a part of and in furtherance of their fraudulent scheme, and in an attempt to cloak their fraud with an air of legitimacy, defendants have claimed that they will use some of the principal and interest generated from the sale of the Mitsubishi Certificate and the purported trading programs for humanitarian goals. To this end, defendants have sponsored meetings of both government and church officials from Guatemala in Miami, Florida, where the distribution of proceeds from the counterfeit Mitsubishi Certificate was discussed.

23. Defendants Perry and Todt met personally with the former president of Guatemala, Vinicio Cerezo, seeking written statements from Mr. Cerezo that he supported the Mitsubishi Certificate's sale. Mr. Cerezo refused to sign defendants' requested deed of assignment of the Mitsubishi Certificate from him to Bay State Trust, and reported the matter to the U.S. Embassy in Guatemala. Perry later represented that she had obtained a valid deed of assignment signed by Cerezo.

24. Harris has possession of another fraudulent bank certificate, the "Daichi Certificate," which is similar to the Mitsubishi Certificate, but purportedly is for use to provide \$250 million per year for five years for humanitarian projects in El Salvador, rather than Guatemala or Nicaragua. In or about October 1997, the defendants sought an assignment of the "Daichi Certificate" from the widow of the former president of El Salvador in an attempt to commence efforts to negotiate the fraudulent certificate. On its face, this certificate is a "Certificate of Obligation" purportedly issued by "Daichi [sic]

Kangyo International Banking." The Dai-Ichi Kangyo Bank has confirmed to the Commission that the "Daichi Certificate" is fraudulent.

#### **Defendants' Previous Attempt to Pass Counterfeit Securities**

25. The Mitsubishi Certificate transaction is not the first time defendants Todt, Bay State, and Abijah have attempted to obtain funds using fraudulent securities. In 1996, Perry gave a copy of a GM stock certificate to Abijah, who asked Todt's help in obtaining funds using the stock certificate. On October 4, 1996, Todt sent a letter to a registered broker dealer in Long Island, New York, claiming to be a "Trust Advisor" to Bay State. He stated in the letter that Bay State had 13.5 million shares of GM stock and was interested in hypothecating these shares. Attached to Todt's letter was a photocopy of one of the purported certificates.

26. The broker dealer determined that the GM share certificate was invalid. The broker dealer informed Todt of this, and refused to accept the certificates. GM's stock transfer agent has confirmed to the Commission that the certificate attached to Todt's correspondence is invalid, and does not represent a stock certificate issued by GM.

#### **Defendants' Activity is Continuing and Threatens to Expand**

27. The defendants' activity in furtherance of the scheme continues. When Abijah was arrested in London in May 1998, among the items found in a search pursuant to that arrest were a copy of the Mitsubishi Certificate, blank certificate forms suitable for printing, equipment for imprinting seals, and correspondence from Perry dated May 20, 1998. As recently as May 16, 1998, Bryson traveled to Guatemala in order to push the Mitsubishi Certificate transaction forward.

28. As part of their fraudulent scheme, in addition to the Mitsubishi Certificate, Perry, Todt, Rebecca Todt, Bryson, Harris, and Leggett, at least, also intend to offer and

attempt to sell the "Daichi Certificate." Documents produced by defendants indicate that the negotiation of this certificate is part of the scheme to negotiate the Mitsubishi Certificate.

### FIRST CLAIM

(Violations of Exchange Act Section 10(b) and Rule 10b-5)

29. Plaintiff repeats and realleges paragraphs 1-28 above.

30. Defendants, with scienter, in connection with the purchase or sale of securities, by the use of any means or instrumentalities of interstate commerce or of the mails, directly or indirectly, have: (a) employed and are about to employ devices, schemes or artifices to defraud; (b) made untrue statements of material facts or omitted to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; or (c) engaged and are about to engage in acts practices or courses of business which operated or would operate as a fraud or deceit upon purchasers of securities in violation of Section 10(b) of the Exchange Act [15 U.S.C. §78j(b)] and Rule 10b-5 [17 C.F.R. §240.10b-5] thereunder.

31. By reason of the foregoing, defendants have violated Section 10(b) of the Exchange Act and Rule 10b-5 thereunder and unless restrained and enjoined will continue to do so.

### SECOND CLAIM

(Violations of Securities Act Section 17(a)(1), (2), and (3))

32. Plaintiff repeats and realleges paragraphs 1-28 above.

33. Defendants, with scienter, in the offer or sale of securities, by the use of any means or instruments of transportation or communication in interstate commerce, or by the

use of the mails, directly or indirectly (1) have employed and are about to employ devices, schemes or artifices to defraud; or (2) have obtained and are about to obtain money or property by means of untrue statements of a material fact or omissions to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or (3) have engaged or are about to engage in transactions, practices, or courses of business which operate or would operate as a fraud or deceit upon the purchaser in violation of Section 17(a)(1), (2), and (3) of the Securities Act [15 U.S.C. §77q(a)(1), (2), and (3)].

34. By reason of the foregoing, defendants have violated Section 17(a), (2), and (3) of the Securities Act and unless restrained and enjoined will continue to do so.

#### PRAYER FOR RELIEF

WHEREFORE, the Commission respectfully requests that this Court:

##### I.

Enter an injunction, preliminarily during the pendency of this action and permanently thereafter, restraining and enjoining defendants, their subsidiaries, officers, directors, agents, servants, employees, and attorneys-in-fact, and all persons in active concert or participation with them, and each of them, from violating, directly or indirectly, Section 10(b) of the Exchange Act and Rule 10b-5 thereunder.

##### II.

Enter an injunction, preliminarily during the pendency of this action and permanently thereafter, restraining and enjoining defendants, their subsidiaries, officers, directors, agents, servants, employees, and attorneys-in-fact, and all persons in active

concert or participation with them, and each of them, from violating, directly or indirectly,  
Section 17(a) of the Securities Act.

III.

Order defendants to pay civil money penalties pursuant to Section 20(d) of the  
Securities Act [15 U.S.C. §77t(d)], and Section 21(d)(3) of the Exchange Act [15 U.S.C.  
§78u(d)(3)].

IV.

Grant such other relief as this Court may deem just or appropriate.

Dated June 5, 1998

Robert B. Blackburn  
By: ROBERT BLACKBURN

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Rebecca Meriwether  
John L. Hunter  
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SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C.

LITIGATION RELEASE NO. 15960 / October 28, 1998

SECURITIES AND EXCHANGE COMMISSION v. DANIEL T. TODT, et. al.,  
98 Civ. 3980 (JGK) (SDNY)Shmmuel Emmanuel Abijah Quijano Enjoined, Ordered to Pay \$75,000  
Penalty

On October 15, 1998, following a hearing on October 9, the Honorable John G. Koeltl entered a default judgment against Shmmuel Emmanuel Abijah Quijano ("Abijah") in a Commission action involving the offer and attempt to sell forged and fictitious securities. The Commission alleged in a June 5, 1998 complaint that Abijah and eight other defendants engaged in a scheme to obtain money using fraudulent "bank certificates" in violation of the antifraud provisions of the federal securities laws.

The Commission alleged in its complaint that Abijah, along with eight other defendants, attempted to negotiate at least one such fraudulent bank certificate purportedly represented as issued by the "Mitsubishi B.J. Bank" ("Mitsubishi Certificate"). The Bank of Tokyo-Mitsubishi Ltd., the FBI, and the Federal Reserve Bank all have confirmed that the certificate is not genuine. The Commission alleged that Abijah and the other defendants were all part of the scheme, which would use the Mitsubishi Certificate to generate millions of dollars in payments for themselves, while invoking both "humanitarian" goals and the names of "official" entities, ranging from the Federal Reserve Bank to the United Nations Security Council, in an effort to make their scheme appear legitimate. The Commission also alleged that some defendants possess at least one additional fraudulent bank certificate which they intend to negotiate as part of their scheme, which also involves trading programs resembling classic prime bank schemes.

The final judgment ordered Abijah to pay a \$75,000 penalty, and permanently enjoined him from violating Section 10(b) of the Securites Exchange Act of 1934 and Rule 10b-5 thereunder and Section 17(a) of the Securities Act of 1933. Abijah had previously consented to the entry of a preliminary injunction against him on June 29, 1998.

The court's order found that the "penalty is appropriate given the fraudulent conduct in this case and the significant risk of substantial losses to other persons as a result of the fraud."

For additional information, see litigation release numbers 15771 (June 5, 1998), 15775 (June 9, 1998), and 15797 (July 1, 1998).

PRIMARY WEB PAGE - [sec.gov/enforce.htm](http://sec.gov/enforce.htm)



June 11, 1998

From: Jorge Bryson and  
A.B.E. Investments Group, Inc.  
1015 Dolores Road, N.E.  
Palm Bay, FL 32907

To: Rebecca C. Meriwether, Esquire  
U.S. Securities and Exchange Commission  
450 5<sup>th</sup> Street, N.W., Stop 8-8  
Washington, D. C. 20549  
(202) 942-4743

Reference: Statement in reply to complaint dated June 5, 1998, # 98CIV. 3980

Dear Ms. Meriwether:

I, Jorge Bryson, personally and on behalf of A.B.E. Investments Group, Inc., hereby swear, under penalty of perjury, that the following statement, in answer to the above referenced complaint, is true and accurate to the best of my knowledge:

1. We, A.B.E. Investments Group, Inc., entered into a private Contract Agreement for the sale of the Mitsubishi Certificate # 47029 with Mr. Neil Harris and Bay State Trust. Mr. Harris would provide the certificate, and the proper lineage or pedigree, and any other required documents that would enable the authentication of the certificate. Mr. Harris provided an Attorney's Affidavit of ownership for the certificate. Bay State Trust would provide a buyer for the mentioned certificate. We entered into a separate Joint Venture Agreement with Bay State Trust, on September 14, 1996, specifying the disbursements. On January 6, 1997 there was an addendum to the contract made, lowering the sale price to seventy percent (70%) of the face value of the certificate. As stipulated in this addendum, on page # 4, item #3, Bay State Trust would do the closing with the buyer. There was another addendum made, on March 11, 1997, at the law offices of Kodsi & Eisenstein, on their own letterhead, and notarized by attorney Neil Eisenstein. In that addendum, the sale price, as stated by Mrs. Perry, was once again reduced, this time to thirty percent (30%) of the face value of the certificate (see addendum, page 5, # 1-A). In the same addendum, as stated on page 5, # 2-C, the certificate was delivered to Mrs. Perry, by Mr. Neil Harris, through the attorney Neil Eisenstein, along with the curators authentication of the Mitsubishi certificate (see attached copy of Mr. Andrew Bradley's curriculum).
2. We never spoke directly with Mr. Harris. All initial communication was done through Mr. Harris' mandate, Mr. David Ungson.
3. Originally we were interested in creating profitable industries for ourselves from the profits of the private sale of the certificate, as per the contract. The situation with the investment program came down the road, as Mrs. Perry said that her findings showed

- that the funds from the certificate were to be used strictly for humanitarian projects, for the region, mostly in Guatemala.
4. Mrs. Perry personally picked up two (2) original letters from a Mr. Denis Harwood, as part of the legacy (see attached copies). We are also attaching a copy sent by Mr. Harwood, after he was told that Mrs. Perry could not use the documents provided by him for the closing of the transaction. That is why the contact was made with Mr. Vinicio Cerezo.
  5. Mrs. Perry did the initial part of the authentication, and it involved a document that was obtained from the Japanese Finance Ministry, by the Bank of China, which stated that the Mitsubishi Certificate # 47029 was issued. Mrs. Perry did not show us that document, once again stating that her sources had to remain confidential.
  6. Mrs. Perry stated that the sale and closing procedures, including the identity of the buyer, had to remain confidential until after the closing. She could not provide us with any details, in order to keep the buyer and her sources confidential. It was our understanding that she would keep us informed about everything else related to the certificate, authentication and the transaction. At this point there were no humanitarian donations, or projects, to be executed with the proceeds from the sale of the certificate.
  7. After we introduced our attorney to Mrs. Perry, and the certificate was handed over to Mrs. Perry, we were not kept informed. We gathered bits of information, here and there, from other sources. Mrs. Perry did not live up to her agreement. Our attorney, Mr. Eisenstein, pressured Mrs. Perry to give us information on the status of the transactions. He demanded to know where the certificate was, and who was purchasing it. She refused to answer, insisting that it had to remain confidential, as this was part of the terms of the sale. They basically became enemies after her refusal to keep us up to date on the status of the certificate, or the transaction.
  8. At one time Mrs. Perry said that the ultimate buyer was the Japanese government. At another time, she stated that an Arab prince was another option as a buyer. She gave me a sanitized copy of a letter from the Prince, in which he expresses his readiness to purchase the certificate (copy attached).
  9. During all of this time, I had sent Mrs. Perry numerous letters, via fax, and communicated with her over the telephone on occasion, stating our displeasure at her disregard for our contract, particularly in keeping us in the dark regarding this transaction.
  10. In March of 1997, our attorney, Mr. Neil Eisenstein, hired a law firm in Zurich, Switzerland, to represent A.B.E. Investments Group, Inc. and himself, and to insure that we were going to get paid from Bay State Trust, upon the sale of the certificate, as per the contract. He informed us that if they tried to play any games, the Zurich law firm would put an injunction on Dr. Kopp's / Mrs. Perry's account.
  11. Many months passed without any news from her on the status of the transaction. It was clear to us that there was no progress, and that she was not being truthful about the transaction. Mrs. Perry then requested that we find information regarding portable hospitals, which were to be donated to Guatemala. During a conversation about hospitals with an individual from Louisiana, Mr. Larry Schachertano, whose name was given to us in a listing by the Commerce Department, he stated that he had part of a company in Guatemala, and had very strong political connections with high officials in the Guatemalan government. Mr. Schachertano flew into Miami from Louisiana, and the attorneys, Mr. Pedro Leonel Brolo and Mrs. Elizabeth Galvez, flew in from Guatemala. We met at Miami International Airport with Mr. Schachertano, Mr. Brolo,

Mrs. Galvez, Mrs. Perry, and myself. Mrs. Perry hired the two attorneys to represent her in Guatemala.

12. Mr. Brolo and Mrs. Galvez were trying to get the endorsement of the Guatemalan government for Mrs. Perry. We, A.B.E. Investments Group, Inc.; nor I personally, were ever privileged to the details. As usual, Mrs. Perry did everything in absolute secrecy. She always stated that the information would be provided to us at closing, which of course never happened. In actuality, we were like holders of a pay-order, standing by in the dark, while she completed the transaction in secrecy. Later they engaged in conversations with Mr. Vinicio Cerezo. This was the second time that Mr. Cerezo was being approached. The first meeting that we had with Mr. Cerezo was held at Norman's Restaurant in Coral Gables, Florida. The second meeting was held at the Mayfair House Hotel in Coconut Grove, Florida, where he was staying. At the first meeting Mr. Cerezo was offered USD \$100 million by Bay State Trust, payable in installments for his own projects in Guatemala (copy of pay order attached). He was also named in the Executive Summary written by Mrs. Perry. I have seen Mr. Cerezo one other time, and that was when we accidentally ran into each other in the lobby of the Camino Real Hotel in Guatemala, where I was staying. Mr. Cerezo recognized me, and was very cordial and friendly.
13. Mrs. Perry did provide us with a copy of letters of support issued by the catholic Bishop of Guatemala, ANAM (the Guatemalan Mayors Association), the Vice President of Guatemala, and a letter by Mr. Rayo Munoz, the Secretary of the Presidency, who turned down the offer at the last minute, when it was about to be endorsed by the Presidency of Guatemala.
14. We had no prior knowledge of any request or inquiry by the S.E.C. of any other entity. In fact, Mrs. Perry told me that she was going to see the S.E.C. in April 1998, and she did not give us any further details.
15. In May 1998 she let me glance at a copy of the Executive Summary for the first time. She also showed me sanitized copies of the Bank Guarantee from Barclays Bank PLC, and the copy of the Trading Commitment Guarantee from Barclays de Zoete Wedd Ltd. I asked her if I could keep the copies of the Barclays documents, and she let me have those copies. In May 1998, I traveled to Guatemala and met with the attorneys, Mr. Brolo and Mrs. Galvez. The purpose of my trip and meeting, was to get the assistance of Mr. Brolo and Mrs. Galvez in requesting Mr. Cerezo to recover the documents from Mr. Todt. Mrs. Perry apparently had tried every option to recover the documents from Mr. Todt and failed. This seemed like the only option to get the documents back. A few days after my return from Guatemala, Mr. Brolo and Mrs. Galvez came to Florida, and we had a meeting with Mrs. Perry, on May 27, 1998, forcing Mrs. Perry to provide more information. She was forced to provide, for the first time, a copy of the full Executive Summary of the transaction. She brought with her who I believe was the Notary of the Boca Raton Country Club Hotel (see attached copy). We had no knowledge of the amounts of commissions contained in the Summary, as they were different than in our contract with Mrs. Perry. She explained that these were the amounts allowed as commissions by the U.S. Federal Reserve. Mrs. Perry also stated, and signed a notarized affidavit which she gave to Mr. Brolo and Mrs. Galvez, declaring that the original copy of the Executive Summary, stamped and sealed by the U.S. Federal Reserve was in safekeeping at Star Bank N.A. in Cleveland, Ohio, and that she had the only key to that deposit box. (copy of Mrs. Perry's affidavit attached).

16. I have never met, nor am I an acquaintance of Mr. Daniel T Todt, Mrs. Rebecca Todt, Shmmuel Emmanuel Abijah Quijano (a/k/a HRH Prince Shmmuel Abijah, a/k/a Sergio Arciniegas). Mrs. Perry never disclosed the identity of any other Trustees for Bay State Trust, although we requested that information from her. All that she would tell us was that she was a trustee, and that there were seven other members who she could not name. I have communicated with Mr. Todt on a couple of occasions. The first contact was through my attorney, Mr. Neil Eisenstein, by mail. I am attaching my attorneys letter and Mr. Todt's response. The second contact occurred about 1 1/2 months ago, when I called him and asked him about the status of the transaction, and he stated that he was working on it, and that everything was going just fine.
17. The reason that I called Mr. Todt, was that Mrs. Perry informed me that Mr. Todt, who she stated was hired by Bay State Trust as the closing attorney, had taken possession of the certificate and all the documents related to the certificate. She related to me that Mr. Todt had taken the documents to Tokyo, Japan, to the Mitsubishi bank for further examination, and that upon his return to the U.S., he had refused to return all the documents to the Star Bank N.A. in Cleveland, Ohio, where they were in safekeeping. Mrs. Perry told me that she had signed the release of the documents, to be taken to Japan by a bank courier. She discovered, she said, that Mr. Todt volunteered as the courier, without her knowledge, stating to Star Bank N.A. his position as the closing attorney for the transaction. She also stated that Mr. Todt ceased communication with all concerned with the transaction upon his return from Japan; he also refused to disclose what he had done with the certificate. Attempts by Mrs. Perry to force Star Bank N.A. to answer her on the whereabouts of the documents that were released to Mr. Todt also failed. This is the reason that I made the trip to Guatemala in May of 1998. As I stated to Mr. Faragasso, of the S.E.C., over the telephone, I went to meet with the Guatemalan attorneys, Mr. Brolo and Mrs. Galvez, as they are friends of Mr. Vinicio Cerezo. I asked them to convey to Mr. Vinicio Cerezo to take charge of this transaction, and recover the documents from the attorney Todt, so that they could be returned to Mrs. Perry and the transaction could be closed.
18. The mayors of Guatemala first came to the Miami, Florida, as part of the Central American Mayor's Convention, which was held at the Omni International Hotel, 14 Biscayne Boulevard, Miami. The State of Florida sponsored this. Mrs. Perry met with some of the mayors at that time, and a friend of hers, Mr. Jose Mejia, arranged that.
19. We never had any reason to doubt that any documents were fraudulent, as she said that she had arranged, through her secret contacts, a Key Tested Telex from the Bank of China to the Mitsubishi Bank, related to the authentication of the certificate. This was done, Mrs. Perry said, with the knowledge and help of the government of China. We had no reason to doubt this, not seeing why she would make something like this up. She also said that this was one thing that she could let us know in relation to the verification of the issuance of the certificate. She told me that the Key Tested Telex was sent through the Central Bank and an envoy was also sent, since they (the Japanese) had 48 hrs. to answer according to protocol. That is how, Mrs. Perry stated, the Japanese Finance Ministry was forced to answer and confirm the issuance of the Mitsubishi Certificate # 47029. They did not confirm the amount, since by doing so, they would be liable for payment. We understood this to be true since the certificate had grown so much in value over the years. Again, we had no reason to doubt that this had been done, although she did not show us the documents from China and from Japan. You will find that the Chinese are listed in the Executive Summary for USD \$74 million.

20. We had never heard Mr. Todt's name, until we received from Mrs. Perry's Guatemalan attorneys, Mr. Brolo and Mrs. Galvez, a fax copy of the Safekeeping Receipt from Star Bank N.A., listing all the items being held in that bank. This is when our attorney, Mr. Neil Eisenstein, contacted Mr. Todt. This is also when we started to find our bits and pieces of information regarding the certificate and the transaction, which was being kept secret from us, and also from Mr. Harris. During all of this time, the only thing we could tell Mr. Harris was that the transaction was being worked on, when in actuality we did not know anything, as we were being kept in the dark by Mrs. Perry.
21. Mrs. Perry at one point traveled to Europe, reportedly to close the transaction. She could not tell us what hotel, or what country she was in. She communicated once with us, the telephone call being patched through Mr. Wayne Leggett's telephone in Arizona. We are also attaching letters that we faxed to her demanding more information. Time after time she told us, and our attorney Neil Eisenstein, that this transaction was "highly political", and that she was dealing with "the highest".
22. The unrest with Mr. Cerezo was created by the lack of information from Mrs. Perry and Mr. Todt. They had met with Mr. Cerezo; however, we were told that they refused to provide him with information as to their activities.
23. Mrs. Perry's friend, Dr. Sullivan, who she said was with the State Department, is actually, we found out, a former employee of the State Department (during the Nixon years) and is now a professor for Perdue University, doing agricultural work in Central America. Mrs. Perry stated that during the President's Summit in Costa Rica last year, that Mr. Arzu, the President of Guatemala, was told by the "highest" about the donation to Guatemala. We later obtained a copy of the letter from Dr. Sullivan to Mr. Arzu (attached). At this point she told us that the U.S. State Department was aware, and well informed about this transaction. There was no reason for us to doubt this at the time. She gave us a copy of Dr. Sullivan's curriculum.
24. On El Salvador: Mrs. Perry stated that the closing of the Mitsubishi certificate was at hand, but that she needed to have everything ready in order to immediately continue with the Dai-Ichi certificate. She also stated that the two certificates, the Mitsubishi and Dai-Ichi transactions were tied together, and if we could not get the Dai-Ichi ready, we could not get paid. Mrs. Perry was also the holder of the Deed of Assignment for the Dai-Ichi certificate given to her by Mr. Neil Harris. I contacted a Salvadorian foundation in Miami, and they gave me the telephone numbers of people to contact in El Salvador. I contacted the Jose Napoleon Duarte Foundation, and spoke to Mr. Cuellar, in representation of Bay State Trust. Shortly after, I sent him the Bay State Trust's offer. We agreed to meet in Miami. I was present at that meeting. Apparently everything was fine, then the next day a complaint was filed with the F.B.I. office in Palm Beach, Florida, against Bay State Trust. We had to comply with Mrs. Perry's requests regarding El Salvador, because it was mentioned to me that anyone interfering in any way would be out of the transaction and would not be paid. We were always trying to gather bits and pieces of information from people like Michael Austin. When she found out that Mr. Austin was giving us information, she told him that if he talked to us again, he would not get paid. He was afraid, but we assured him that he was already named in the Addendum to the contract which was signed and notarized by the attorney Neil Eisenstein. Mr. Austin did verify this with Mr. Eisenstein, and was satisfied.
25. On Nicaragua: Because of the snags that Mrs. Perry had with the government of Guatemala, and also with Mr. Cerezo, we got in touch with Mr. Robleto Lang, on behalf of Bay State Trust., and we corresponded with them (see attached copies). It was agreed

for them to come to Miami, and the meeting was held at the Nicaraguan General Consulate. On October 1, 1997, Mrs. Perry sent me a fax (copy attached) where she confirms the meeting, and further states that the U.S. State Department was aware of the transaction, and that the State Department will be kept abreast of the meeting through Dr. Sullivan, and that she and Dr. Sullivan would be reporting back to Washington regarding the meeting, and the transaction. After seeing all of these things, meeting Dr. Sullivan, and hearing all the statements being made, we felt comfortable because of the institutions that we were told were involved. Present at the meeting were: Mrs. Perry, Dr. Glenn Sullivan, myself, two advisors to the Nicaraguan President, and Mrs. Vanini, the Nicaraguan General Consul, and Mr. Jack Bertoglio of Crown Holdings. I was mainly an observer at that meeting. Before the meeting, Mrs. Perry pulled out the document that was to be shown to Mr. Robieto. She let me read the document, which was an offer, directly from Mr. Todt, to the government of Nicaragua for USD \$1 billion, payable in three years or less. In that offering, Mr. Todt declared that Mrs. Perry was not the principal but an intermediate, but that this donation would not have been possible without her cooperation. After reading that document, I questioned Mrs. Perry, as she had stated all along that she was a principal, and that statement on the document was contradictory. She answered that it was a mistake by Todt, and that Todt would change it, or had already changed it (see attached letter). In the offer to the government of Nicaragua, it was also stated that after signing the contract and doing the transmission from the Nicaraguan Central Bank into the U.S. Federal Reserve, the Nicaraguans would begin to receive funds in ten days. We never knew why they were requesting a transmission from the central bank into the U.S. Federal Reserve. Mrs. Perry stated that the donation would start with Nicaragua, and that this would prove to the Guatemalans the validity of the transaction and the coming of funds.

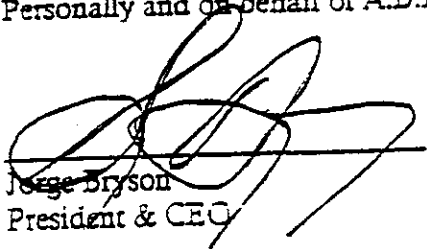
26. Things were not moving along, so I went to Guatemala to talk to Mr. Brolo and Mrs. Galvez. I was there on a Friday, and Mr. Cerezo had expressed to Mr. Brolo that he needed Mrs. Perry to sign a confidentiality agreement in order for him to turn over to her the documents which she had requested from him: a laser copy of the original certificate and ten pages of related documents, which all needed to be signed by Mr. Cerezo. In addition, he was to turn over to Bay State Trust a Deed of Assignment for the Mitsubishi Certificate # 47029. The hours ticked away on that Friday, and Mrs. Perry would not sign the four-page confidentiality agreement that was faxed to her. She did not agree with the entire wording. We had to shorten it to one page, and she finally signed it. The attorneys, Mr. Brolo and Mrs. Galvez, came by my hotel (Camino Real) and asked me about the confidentiality agreement. I told them that according to Mrs. Perry, she had already faxed it to them. They went to pick up the faxed confidentiality agreement and went to the meeting with Mr. Cerezo and his attorney. Mr. Cerezo indicated to them that because of the late hour that they finally arrived with the confidentiality agreement, the banks were already closed, and the documents that he was to turn over to Bay State Trust were in his box at the bank. He would get them on Monday, but to show good faith, he made an extra Deed of Assignment, signed it in front of Mr. Brolo and Mrs. Galvez. They were to come back on Monday and exchange that for the Deed of Assignment that he had in the bank. They came by my hotel and were very happy. They showed me the Deed of Assignment signed by Mr. Cerezo. I asked them if they had witnessed him signing the document and they said that they had, and that Mr. Cerezo was also very happy. Shortly thereafter, I received a call from Mrs. Perry. She was requesting that it be conveyed to Mr. Cerezo that a certain document was needed from

- their central bank. Mr. Cerezo became extremely upset by this request. Mr. Brolo asked me to find out if this document absolutely necessary. The next day Mrs. Perry stated that they could get around the document. Mr. Brolo and Elizabeth had a meeting with Mr. Cerezo and his attorney. They had some questions about changes needed, or additions to be made to the Deed of Assignment (i.e. Guatemala should be added next to the date, they wanted a "hold harmless clause included, etc.). Mr. Cerezo and his attorney were using what they believed to be the original copy of the Deed of Assignment as a scratch pad, according to Mr. Brolo. Mr. Cerezo's assistant took the copy that they were using, put it in a folder and put it away, apparently still believing that it was the original copy. At the next meeting that I had with Mr. Brolo, he related all this to me, and stated to me that he (Mr. Brolo) actually had the original, signed Deed of Assignment, and requested to bring it to Miami and hand deliver it to Mrs. Perry. Once I came back to Miami, with Mr. Brolo and Mrs. Galvez, the first thing that we did was go to a Notary Public, in Ponce De Leon in Coral Gables, and Mr. Brolo notarized, in front of the Notary, an Affidavit, stating that he witnessed Mr. Vinicio Cerezo signing that Deed of Assignment to Bay State Trust, and that he has known Mr. Cerezo for 35 years (copy attached). After notarizing the document, we met Mrs. Perry that night at the Tower Club in Fort Lauderdale, Florida. At that meeting, Mr. Brolo and Mrs. Galvez informed Mrs. Perry what was done in regards to the Deed of Assignment. Mrs. Perry gave them her word that she would not disclose this to anyone until the transaction was done, and after Mr. Cerezo had received the part that he was offered. A few weeks later there was a meeting in Miami, at the Omni Colonnade Hotel, in Coral Gables. Present were, to the best of my knowledge, Mr. Cerezo, Mr. Brolo, Mrs. Galvez, Mrs. Perry, and Mr. Todt. I was not at that meeting, as I was having another squabble with Mrs. Perry about being kept in the dark. The only reason that we found out about the meeting, was through Mr. Brolo and Mrs. Galvez, because they ran into a problem. During that meeting, according to Mr. Brolo, Mr. Todt made the point of showing the Deed of Assignment to Mr. Cerezo. The same document that Mrs. Perry had promised not to disclose to anyone. Mr. Brolo and Mrs. Galvez were told to come early to have a meeting with Mr. Vinicio Cerezo. Mr. Brolo told me that he could not sleep that night, and had repeatedly tried to call Mrs. Perry, but she wouldn't return his calls. At the meeting Mr. Cerezo expressed that he (Mr. Brolo) had made a fool out of him, by making believe that he had given back an original when it actually was a copy. Mr Cerezo will agree today and swear off the next.
27. Mrs. Kopp, of Zurich, Switzerland, who is mentioned in the Executive Summary, is a friend of Mrs. Perry, and a former Minister of Justice in Switzerland. She also mentioned Dr. Kopp, because he was going to be appointed by Mrs. Perry to be the escrow account holder, for the receipt and disbursement of funds generated by the transaction of the certificate. Mrs. Perry also said that the Mitsubishi Certificate # 47029 transaction was registered with the U.S. Federal Reserve, the United Nations, the IMF, and the B.I.S. She was to show all of this at the closing of the transaction. We saw no reason to doubt after hearing all of this. How can we doubt if she says that it is all signed and sealed by the U.S. Federal Reserve.
28. We never had any knowledge that the S.E.C. had told Mrs. Perry and/or Todt that this transaction was fraudulent or to stop. Mrs. Perry never told us, and we never knew of Mr. Todt's existence. We were always told that Dr. Kopp was the closing attorney, then we heard that Todt was the closing attorney, through the copy of the Safekeeping Receipt, received by us from the attorneys in Guatemala. Mrs. Perry then said that Todt was now the closing attorney, and Dr. Kopp was the disbursing attorney, for which he

- was to receive a payment of USD \$100 million. This of course was determined without knowledge, choice, or consent from A.B.E. Investments Group, Inc.
29. At my meeting with Mrs. Perry, Mr. Brolo, and Mrs. Galvez in May of 1998, Mrs. Perry showed us a receipt for \$ 15 Billion USD in U.S. Treasury Bills. Mrs. Perry stated that the T-Bills were to back the Mitsubishi transaction, and that they were from the buyer of the certificate.
30. At the time that the Mitsubishi certificate was issued, the face value was not quite \$ 18 Million USD (attached is copy of value of yen, as received through the internet). Since the face value of the certificate has mushroomed out of proportion over the years, Mrs. Perry has stated that she first obtained a document from the Japanese Ministry of Finance, through the Bank of China, in which they confirm that the Mitsubishi Certificate # 47029 was indeed issued. I have not seen this document. Mrs. Perry states that she has this in her possession, but she could not show it to us. We also learned this past week that the Bank of China is supposed to be the one that did the KTT transmission, as they are mentioned in the Executive Summary. The funds that they were to receive were to be used for their own projects.
- \* 31. During this past week, we also learned from Mrs. Perry that the attorney for the Chinese is Mr. Milo Karatosic.
32. The telephone numbers in Guatemala for Mrs. Galvez are: (502) 369-1166, and her cellular number is: (502) 203-0231. The only number we have for Mr. Brolo is a Skytel number: (502) 360-0000 (you can always leave him a message).
33. As per A.B.E. Investments Group, Inc.'s Shareholders Agreement, I am the only person that makes all decisions, regarding all matters.

I will be glad to answer any other questions that you may have, and to provide all the information that I have at my disposal.

Personally and on behalf of A.B.E. Investments Group, Inc.:

  
Jorge Bryson  
President & CEO

6/10/98



concert or participation with them, and each of them, from violating, directly or indirectly, Section 17(a) of the Securities Act.

III.

Order defendants to pay civil money penalties pursuant to Section 20(d) of the Securities Act [15 U.S.C. §77t(d)], and Section 21(d)(3) of the Exchange Act [15 U.S.C. §78u(d)(3)].

IV.

Grant such other relief as this Court may deem just or appropriate.

Dated June 5, 1998

Robert B Blackburn  
By: ROBERT BLACKBURN

Paul V. Gerlach  
Rebecca Meriwether  
John L. Hunter  
Paul R. Berger  
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EXHIBIT NOTE

This is the annexure marked "E" referred to in the within affidavit of HARMON LYNN WILFRED and sworn at Christchurch this 24th day of February 2006 before me:

Christina Jane Glubb  
Christina Jane Glubb  
Solicitor  
Christchurch