*(DELETE COMMENTS - Keep 1 original and make 2nd identical Original. Make one original out to the party involved, ie: court, bank, US Treasury for IRS, etc - PLUS 2nd original copy to the US Treasury for their part of processing -- and label across that one* ***“BANKER COPY****” (Treasury is the banker). Then make copies of the 2nd original and send copies to other interested parties as may make sense. After the time indicated in your contract, send a notice of default letter of some kind. You now have a record you can enforce, then take though Arbitration if they don’t settle, etc.. Remember a “CHARGE” in court is redeemable. This is like a contract/check so originals matter. EXPECT resistance and to be ignored, thus be creative in your follow through – use their laws as it applies.*

To: Bank Name

Address:

RE: Account No.

*(DELETE - If this document needs to go to other parties - indicate their names here)*

Cc: United States Treasury – Treasurer name (address etc.)

Other related parties you may want to notice

**From:** Your information here

**October 2nd, 2021**

**CONDITIONAL ACCEPTANCE FOR VALUE AND COUNTER OFFER/CLAIM**

**FOR PROOF OF CLAIM and TENDER OF PAYMENT OFFERING:**

Please understand that according to the terms of our agreement (the agreement with the original lender placed lender’s name here), and you’re presenting us with your- place name of creditor here new terms, we conditionally accept your offer under the following terms and conditions. You are to provide a complete accounting, signed under penalty of perjury attesting to the amount of expenditures and cost so that I may redeem my property. You must also provide proof of claim of the following:

a. That we are not currently under a national emergency whereby all banking business have been suspended similar to that indicated by presidential proclamation 2039?

b. That because of the current emergency, book entry credit is not an acceptable form of business transaction within the borders of the United States?

c. That you have not charged off this account and or that the account itself has never been charged off whereby an internal credit has been applied, bringing the account balance to zero, and then the creation of a new account where the previous unapplied credit remained outstanding (in other words that there is an outstanding balance after the internal credit application)?

d. That your attempt to seize and/or take my property is not a violation of my right to due process, right to property? And that: The Fifth Amendment does not command that property be not taken without making just compensation? That Valid contracts are not property, whether the obligor be a private individual, a municipality, a State or the United States?

e. That the Rights against the United States and or any other party arising out of a contract with it are protected by the Fifth Amendment? United States v. Central P. R. Co., 118 US 235, 238; United States v. Northern P. R. Co., 256 US 51, 64. f. That when the United States and or any other party enters into contract relations, its rights and duties therein are governed generally by the law applicable to contracts between private individuals?

g. That in Perry v. United States, 294 US 330, 352-353 (1935) it was held that:-

When the United States, with constitutional authority, makes contracts, it has rights and incurs responsibilities similar to those of individuals who are parties to such instruments. There is no difference, said the Court in United States v. Bank of Metropolis, 15 Pet. 977, 392, except that the United States cannot be sued without its consent. See, also, The Floyd Acceptances (Pierce v. United States) 7 Wall. 666, 675; Cooke v. United States, 91 US 389, 396. In Lynch v. United States, 292 US 571, 580, with respect to an attempted abrogation by the Act of March 20, 1933 (48 Stat. at L. 8, 11, chap. 3, U.S.C. title 38, section 701) contracts of the United States, the Court quoted with approval the statement in the Sinking Fund Cases, 99 US 70, supra, and said: "Punctilious fulfillment of contractual obligations is essential to the maintenance of the credit of public as well as private debtors. No doubt there was in March, 1933,

1 **|** Page

In a unanimous decision on January 8, 2019 in *Henry Schein, Inc. v. Archer & White Sales, Inc. (****Henry Schein****)*, the US Supreme Court confirmed that the United States is a pro-arbitration jurisdiction that will honor parties’ agreements to arbitrate. Specifically, where an arbitration clause clearly delegates the decision of arbitrability to the arbitrators, courts should have no say in the matter–even if they perceive the argument in favor of arbitration as “wholly groundless.” This decision provides clarity for potential disputants and is in line with prior Court precedent prohibiting courts from reviewing the merits of a dispute when properly delegated to an arbitrator.

great need of economy. (This is in direct reference to the March 9, 1933 act and presidential proclamation 2039, where a NATIONAL ECONOMIC BANKING EMERGENCY was declared, facilitating the serious emergency that Congress has stated is still extant)? h. In the administration of all government business economy had become urgent because of lessened revenues and the heavy obligations to be issued in the hope of relieving widespread distress. Congress was without power to reduce expenditures by abrogating contractual obligations of the United States. To abrogate contracts, in the attempt to lessen government expenditure, would be not the practice of economy, but an act of repudiation." And that any attempt on your part to invalidate this contract would amount to the same repudiation?

*i.* That the United States treasury, as authorized under the presidential proclamation 2039, has not declared legal tender to be valueless? Backed by nothing? [- *An official website of the United States Government*

Legal Tender Status - Treasury Department - U.S. DEPARTMENT OF THE TREASURY

https://www.treasury.gov/resource-center/faqs/Currency/Pages/legal-tender.aspx

Jan 4, 2011 - The pertinent portion of law that applies is the Coinage Act of 1965, specifically Section 31 U.S.C. 5103, entitled "Legal tender," which states: "United States coins and currency (including Federal reserve notes and circulating notes of Federal reserve banks and national banks) are legal tender ... Federal Reserve notes are not redeemable in any commodity, and receive no backing by anything This has been the case since 1933. The notes have no value for themselves.”]

j. That The Federal Emergency Relief Act of 1933 AN ACT, was not to provide for cooperation by the Federal Government with the several States and Territories and the District of Columbia in relieving the hardship and suffering caused by (Sec. 4. (a)) Out of the funds … to provide the necessities of life to persons in need as a result of the present emergency, and/or to their dependents, whether resident, transient, or homeless. - The Federal Emergency Relief Act of 1933 Approved, May 12, 1933 (Sec. 4. (a))? k. *That "The ownership of all property is not in the state”?*

l. *That "Under the new law government obligations, is not backed by the credit of the nation. It does not represent a mortgage on all the homes, and other property of all the people of the nation."?* Senate Document No. 43, 73rd Congress, 1st Session, *Congressional Record, March 9, 1933 on HR 1491 p. 83.*

m. That Obligations of the United States shall not be receivable for all public dues? That they shall not be redeemed at the Treasury Department of the United States or at any Federal Reserve bank? 12 U.S. Code § 411 - Issuance to reserve banks; nature of obligation; redemption (Dec. 23, 1913, ch. 6, § 16 (par.), 38 Stat. 265; Jan. 30, 1934, ch. 6, § 2(b)(1), 48 Stat. 337; Aug. 23, 1935, ch. 614, title II, § 203(a), 49 Stat. 704.)

**You are hereby notified that I do hereby tender payment for the referenced obligation of debt**, and because this debt concerns property of the United States it is deemed by law and operation of statute to be a “government obligations” and must be handled in accord with the dictates of statute. I accept the obligation on and in behalf of the United States of America and hereby make assignment of the obligation[s] to the United States Treasury Department creating a special relationship on and in behalf of the United States of America as authorized by statute and trust law. You are to present the item (remittance coupon) to the United States Treasury Department or at any Federal Reserve bank to include any Federal Reserve member banks to redeem the value of the obligation. 12 USC 411, directing an immediate credit for value to my account.

As per the terms of this contract this shall serve as **my notice of change in terms of contract**, cancelling and or suspending any acceleration and or associated penalties in paying the US ‘government [debt Instrument] obligations’ for value through acceptance, pledging an assignment in full. And shall act as my redemption under statute and in equity.

Re: Your acct reference: AK 08553548-14-BS FGTN: 10-00452-5446CL *(whatever account numbers you have with them/case# etc)*

| Da Da, a nontaxpayer as defined by statute **your own made up# 10-13 digits RM 123 456 890 US ABC Avenue 4-02-19 DEF, XYZ EQUITABLE REMITTANCE COUPON**  $ 80,000.00  “Pay and Pledged  To the Order of: PENNYMAC BANK **. WITHOUT RECOURSE”**  **Amount of**  **Obligation: EIGHTY THOUSAND DOLLARS IN CERTIFIED CREDIT BY A NONTAXPAYER AT PAR** |
| --- |

2 **|** Page

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| **INTENTIONS**: The above United States government obligations is hereby accepted and acknowledged, and I do assign and pledge the total value of the obligation to the United States of America through the United States Department of the Treasury to be redeemed for value and receivable at the Federal Reserve, the Federal Reserve Bank, and/or any member bank and/or National Association as prescribed by statute (the act of March 9, 1933;  the act of May 12, 1933; 12 USC 411; 18 USC 8; UCC 1-308; 3-419 and the intentions of the United States Congress concerning  THE CURRENT SERIOUS NATIONAL EMERGENCY), and credited to grantors account.  **Memo: Discharging of Government Obligations # THE NAME OF THE TYPE OF DEBT AND ACCT# x\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Settlor and Interest Holder and Citizen of the United States of America** |
| --- |

**The remedy provided by government for discharging government obligations using credit is with a WARRANT and 12 USC 411, and I elect to use such remedy.**

**I. CAVEAT**

**1.** Please understand that while the Undersigned wants, wishes and desires to resolve this matter as promptly as possible, the Undersigned can only do so upon Respondent(’s) ‘official response’ to this Conditional Acceptance for Value and counter offer/claim for Proof of Claim by Respondent(’s) providing the Undersigned with the requested and necessary Proof of Claims raised herein above.

**2.** Therefore, as the Undersigned is not a signatory; NOR a party, to your “social compact” (contract) known as the Constitution (Charter) of the UNITED STATES; NOR noticed NOR cognizant, of any agreement/contract between the UNITED STATES, and the Undersigned and specifically any obtained through FULL DISCLOSURE and containing any FAIR/VALUABLE CONSIDERATION therein, to include the setting up of trust accounts, and or insurance policies, and or contracts, which would act/operate to create and establish a “relationship” (nexus) and thereby; and therein, bind the Undersigned to the specific “source of authority” for the creation and existence of the alleged statute(s)/law(s) as contained and allegedly promulgated within the “Code” known as the United States Code; which, with the privity of contract or contract itself would thereby; and therein, create and establish legal force and or effect of said statute(s)/law(s) over and upon the Undersigned; and, would also act/operate to subject the Undersigned to the “statutory jurisdiction” of the UNITED STATES, its laws, venue, jurisdiction, and the like of its commercial courts/administrative tribunals/units and thereby; and therein, bind the Undersigned to said courts/administrative tribunal’s/unit’s decisions, orders, judgments, and the like; and specifically as within the above referenced alleged Commercial/Civil/Cause; and, which would act/operate to establish and confer upon said court/administrative tribunal/unit the necessary requirement/essential of “subject-matter jurisdiction” without which it is powerless to move in any action other than to dismiss. It is to be noted that the use of any statute and/or code and or regulation and/or law other than those expressed by the Constitution, or for reference purposes only and not an acknowledgment and or proof of such engagement with knowing intent, and as a result thereof the parties agree that any statute and/or code introduced by the United States Congress and or state legislature under its non-governmental capacity i.e. it’s “corporate business commercial transacting capacity”, are not binding on any of the parties, and cannot be introduced and or used as any justification for any

3 **|** Page

In a unanimous decision on January 8, 2019 in *Henry Schein, Inc. v. Archer & White Sales, Inc. (****Henry Schein****)*, the US Supreme Court confirmed that the United States is a pro-arbitration jurisdiction that will honor parties’ agreements to arbitrate. Specifically, where an arbitration clause clearly delegates the decision of arbitrability to the arbitrators, courts should have no say in the matter–even if they perceive the argument in favor of arbitration as “wholly groundless.” This decision provides clarity for potential disputants and is in line with prior Court precedent prohibiting courts from reviewing the merits of a dispute when properly delegated to an arbitrator.

proceeding, and/or procedure, and or remedy respecting this matter. That the arbitration process is binding on all parties and is the sole and exclusive remedy for redressing any and all issue associated with this trust agreement. That this agreement supersedes and predates as well as replaces any and all prior agreements between the parties, and is binding on all parties and irrevocable, and the parties agreed to the terms and conditions of this agreement upon default of the defaulting party as of the date of the default, that the value of this agreement is (enter the dollar amount here- example is **$8,000 (EIGHT THOUSAND DOLLARS)**, the amount demanded is ($indicate the amount here, which is (3) three times the value of the original contract is deemed reasonable unless other circumstances for a higher amount exist). The Undersigned humbly and respectfully requests the Respondent(s) provide said necessary Proof of Claims so as to resolve the Undersigned’s confusion and concerns within this/these matter(s), otherwise, the Undersigned must ask, “What is the Undersigned’s remedy?”

**3. THEREFORE**, as Respondent(s) have superior knowledge of the law, and as custodian of record has access to the requested and necessary Proof of Claims, and otherwise being in a ‘catbird’s seat’ to provide the requested and necessary Proof of Claims raised herein above, Respondent(s) is able, capable, and most qualified to inform the Undersigned on those matters relating to and bearing upon the above referenced alleged ***CIVIL/COMMERCIAL/Cause*** and thereby; that there is a duty on the part of the parties to communicate and/or respond to the aforementioned proof of claim and/or demand associated with this self-executing binding irrevocable contractual agreement coupled with interests and therein, has an obligation to clear-up all confusion and concerns in said matter(s) for the Undersigned as to the nature and cause of said process(s), proceeding(s), and the like as well as the lawfulness and validity of such to include; inter ali***,*** all decisions, orders, and the like within; and arising from, all such within said Commercial/Civil/Cause.

**4.** The Undersigned herein; and hereby, provides the Respondent(s) ten (10) Calendar days; to commence the day after receipt of this **CONDITIONAL ACCEPTANCE FOR VALUE BINDING SELF-EXECUTING CONTRACTUAL AGREEMENT COUPLED WITH INTERESTS AND COUNTER OFFER/CLAIM FOR PROOF OF CLAIM**, **in** which to gather and provide the Undersigned with the requested and necessary Proof of Claims raised herein above, with the instruction, to transmit said Proof of Claims to the Undersigned and/or the below named Notary/Third Party and or their representative as stipulated and attached hereto by reference, for the sole purpose of certifying RESPONSE or want thereof from Respondent(s). Furthermore, the Undersigned herein; and hereby, extends to the Respondent(s) the offer for an additional ten (10) Calendar days in which to provide the requested and necessary Proof of Claims raised herein above. If Respondent(s) desires the additional ten (10) Calendar days, Respondent must cause to be transmitted to the Undersigned and the below named Notary/Third Party etc. al; a signed written REQUEST. Upon receipt thereof, the extension is automatic; however, the Undersigned strongly recommends the Respondent(s) make request for the additional ten (10) Calendar days well before the initial ten (10) Calendar days have elapse and to allow for mailing and delivery time. NOTICE: Should Respondent(s) make request for the additional ten (10) Calendar days, said request will be deemed “good faith” on the part of Respondent(s) to perform to this offer and provide the requested and necessary Proof of Claims. Should Respondent(s) upon making request for the additional ten (10) Calendar days, of which there will not be, cannot be, and shall not be any extension as the aforementioned requested information is required to be readily available for inspection and review upon demand, then fail or otherwise refuse to provide the requested and necessary Proof of Claims, and/or fails to provide the specific information in full detail as specified according to the terms of this agreement, and or shall cause to have presented a nonresponse, and or a general response, and or a nonspecific response, which shall only constitute as an attempt to evade, to avoid, to delay, said act(s)

4 **|** Page

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on the part of Respondent(s) shall be deemed and evidenced as an attempted constructive fraud, deception, bad faith, and the like upon Respondent’s (s’) part and further attempts to cause an inflict injury upon the Undersigned. Further, the Undersigned herein strongly recommends to Respondent(s) that any Proof of Claims and request for the additional ten (10) Calendar days be transmitted “Certified” Mail, Return Receipt Requested, and the contents therein under Proof of Mailing for the good of all concerned.

**5.** Should the Respondent(s) fail or otherwise refuse to provide the requested and necessary Proof of Claims raised herein above within the expressed period of time established and set herein above, Respondent(s) agree that they will have failed to State any claim upon which relief can be granted. Further, Respondent(s) will have agreed and consented through “tacit acquiescence” to ALL the facts in relation to the above referenced alleged Commercial/Civil/Cause, as raised herein above as Proof of Claims herein; and ALL facts necessarily and of consequence arising there from, are true as they operate in favor of the Undersigned, and that said facts shall stand as prima facie and ultimate (un-refutable) between the parties to this Conditional Acceptance binding contractual agreement coupled with interests for Value and counter offer/claim for Proof of Claim, the corporate Government juridical construct(s) Respondent(s) represents/serves, and ALL officers, agents, employees, assigns, and the like in service to Respondent(s), as being undisputed. Further, failure and/or refusal by Respondent(s) to provide the requested and necessary Proof of Claims raised herein above shall act/operate as ratification by Respondent(s) that ALL facts as set, established, and agreed upon between the parties to this Conditional Acceptance for Value and counter offer/claim for Proof of Claim, are true, correct, complete, and NOT misleading. The parties further agree that any contracting in the future between the parties shall not invalidate and/or supersede this contract, and if any portion of this contract shall be deemed or held to be invalid, it shall not invalidate any other portion and/or section of this contract. That this contract shall be taken contextually, and read, construed, and reviewed under the strict guise of the reasonable common man or woman position, without respect legalese and/or legal terminology. That the common law referred to herein and throughout, is not the English common law, but the common law ascribed within the meaning of “due to your fellow as you would have him do to you”, and the equitable principle “make peace (settle matters quickly) with your adversary while he is on his way to the magistrate, do it while you are still together on the way, or your adversary may hand you over to the judge, and the judge may hand you over to the officer, and you may be thrown into prison. Truly I tell you, you will not get out until you have paid the last penny.” This shall and is construed as an attempt to settle matters quickly, so that we may be at peace, it is our hope to maintain the peace within the community, and with our neighbors. This contract shall remain in force until all terms and conditions have been met and fulfilled to their completion, and at such time the special relationship, trustee, grantor, beneficiary, properties, assets, value, and consideration shall cease their obligation beyond the terms and conditions stated herein.

II. **ARBITRATION- AN ADMINISTRATIVE REMEDY COGNIZABLE AT COMMON-LAW**

**6. ADDITIONALLY** it is exigent and of consequence for the Undersigned to inform Respondent(s), in accordance with and pursuant to the principles and doctrines of “clean hands” and “good faith,” that by Respondents(s) failure and or refusal to respond and provide the requested and necessary Proof of Claims raised herein above and thereby; and it shall be held and noted and agreed to by all parties, that a general response, a nonspecific response, or a failure to respond with specificities and facts and conclusions of common law, and or to provide the requested information and documentation that is necessary and in support of the agreement shall constitute a failure and a deliberate and intentional refusal to respond and as a result thereby and or therein, expressing the defaulting party’s consent and agreement to said facts and as a result of the self-executing agreement

5 **|** Page

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coupled with interests, conferring upon the undersigned/grantor full general power of attorney coupled with interests, and that the following is contingent upon their failure to respond in good faith, with specificity, with facts and conclusions of common-law to each and every averment/proof of claim, condition, and/or other/additional claims raised; as they operate in favor of the Undersigned, through “tacit acquiescence,” Respondent(s) NOT ONLY expressly affirm the truth and validity of said facts set, established, and agreed upon between the parties to this Conditional Acceptance for Value and counter offer/claim for Proof of Claim, but Respondent(s); having agreed and consented to Respondent(s) having a duty and obligation to provide the requested and necessary Proof of Claims raised herein above, will create and establish for Respondent(s) an estoppel in this matter(s), and ALL matters relating hereto; and arising necessarily therefrom, and/or thereto, and or therein; and,

**7.** In accordance with and pursuant to this agreement; a contractually (consensual) irrevocable binding agreement coupled with interests between the parties to this Conditional Acceptance for Value and counter offer/claim for Proof of Claim to include the corporate Government Agency/Department construct(s) whom Respondent(s) represents/serves; as well as, ALL officers, agents, employees, assigns, and the like in service to Respondent(s) agree and affirm under penalty of contempt that they will not argue, controvert, oppose, or otherwise protest ANY of the facts already agreed upon by the parties set and established herein; and necessarily and of consequence arising therefrom, in ANY future remedial proceeding(s)/action(s), including binding arbitration and confirmation of the award in the District Court of the United States at any competent court under original jurisdiction, in accordance with the general principles of non-statutory Arbitration, wherein this Conditional Acceptance Irrevocable Binding Self-Executing Contractual Agreement for the Value/Agreement/Contract no. **your made up a 10-13 digit# as your claim# for this matter (I like a registered mail# I used and mailed to myself) RM 123 456 789 US** constitutes an agreement of all interested parties in the event of a default and acceptance through silence/failure to respond when a request for summary disposition of any claims or particular issue may be requested and decided by the arbitrator, and the parties agree that the policies and procedures of SAA (THE SITCOMM ARBITRATION ASSOCIATION or whoever) whereas a designated arbitrator shall be chosen at random, who is duly authorized, and in the event of any physical or mental incapacity to act as arbitrator, the Undersigned shall retain the authority to select any neutral(s)/arbitrator(s) that qualify pursuant to the common law right to arbitration, as the arbitration process is a private remedy decided upon between the parties, and with respects this agreement, the defaulting party waives any and all rights, services, notices, and consents to the undersigned and or the undersigned’s representative selection of the arbitrator thereby constituting agreement, and any controversy or claim arising out of or relating in any way to this Agreement or with regard to its formation, interpretation or breach, and any issues of substantive or procedural arbitrability shall be settled by arbitration, and the arbitrator may hear and decide the controversy upon evidence produced, and not based on personal opinion, legalese, legal terminology, legal technicalities, statutes, codes, ordinances, regulations, but within the scope of this herein agreement according to its terms and conditions, and must do so even if and or although a party who was duly notified of the arbitration proceeding did not appear; that the Undersigned deems necessary to enforce the “good faith” of ALL parties hereto within without respect to venue, jurisdiction, law, and forum the Undersigned deems appropriate.

**8.** Further, Respondent(s) agrees the Undersigned can secure damages via financial lien on assets, properties held by them or on their behalf for ALL injuries sustained and inflicted upon the Undersigned for the moral wrongs committed against the Undersigned as set, established, agreed and consented to herein by the parties hereto; and authorizes the undersigned to attach, leech, affix such a lien/claim on the aforementioned properties/assets

6 **|** Page

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without objection, and this is to include but not limited to: constitutional impermissible misapplication of statute(s)/law(s) in the above referenced alleged Commercial/Civil/Cause; fraud, conspiracy (two or more involved); trespass of title, property, and the like; and, ALL other known and unknown trespasses and moral wrongs committed through ultra vires act(s) of ALL involved herein; whether by commission or omission. Final amount of damages to be calculated prior to submission of Tort Claim and/or the filing of lien and the perfection of a security interest via a Uniform Commercial Code financing 1 Statement; estimated in excess of TEN (10) Million dollars (USD- or other lawful money or currency generally accepted with or by the financial markets in America), and notice to Respondent(‘s) by invoice. The respondents are further notified that as per the United States Supreme Court, contracts are property, and as such Per Respondent(’s) failure and or refusal to provide the requested and necessary Proof of Claims and thereby; and therein consenting and agreeing to ALL the facts set, established, and agreed upon between the parties hereto, shall constitute a self-executing binding irrevocable durable general power of attorney coupled with interests; of this Conditional Acceptance for Value and counter offer/claim for Proof of Claim, conferring all rights, equitable and/or otherwise upon the undersigned/grantor, and such becomes the security agreement under commercial law whereby only the non defaulting party becomes the secured party, the holder in due course, the creditor in and at commerce. It is deemed and shall always and forever be held that the undersigned and any and all property, interest, assets, estates, trusts commercial or otherwise shall be deemed consumer and household goods not-for-profit and or gain, private property, and exempt, not for commercial use, nontaxable as defined by the Uniform Commercial Code article 9 section 102 and article 9 section 109 and shall not in any point and/or manner, past, present and/or future be construed otherwise- see the Uniform Commercial Code article 3, 8, and 9; that the properties associated with this agreement shall never be deemed and/or construed as income, profit but for redemption and bringing about equitable wholeness and wellness.

**9.** Should Respondent(s) allow the **ten (10) Calendar** days or twenty (20) Calendar days total if request was made by signed written application for the additional ten (10) Calendar days to elapse without providing the requested and necessary Proof of Claims, Respondent(s) will go into fault and the Undersigned will cause to be transmitted a Notice of Fault and Opportunity to Cure and Contest Acceptance to the Respondent(s); wherein, Respondent(s) will be given an additional three (3) days (72 hours) to cure Respondent’s (s’) fault. Should Respondent(s) fail or otherwise refuse to cure Respondent’s(s’) fault, Respondent will be found in default and thereby; and therein, Respondent will have established Respondent’s(s’) consent and agreement to the facts contained within this Conditional Acceptance for Value and counter offer/claim for Proof of Claim as said facts operate in favor of the Undersigned; e.g., that the judgment of alleged “court of record” within the above referenced alleged ***Commercial/Civil/Cause*** is VOID AB INITIO for want of subject-matter jurisdiction of said venue; insufficient document (Information) and affidavits in support thereof for want of establishing a claim of debt; want of Relationship with the “source of authority” for said statute(s)/law(s) for want of privity of contract, or contract itself; improperly identified parties to said judgment, as well as said dispute/matter; and, Respondent(s) agrees and consents that Respondent(s) does have a duty and obligation to Undersigned; as well as the corporate Government Department/agency construct(s) Respondent(s) represents/serves, to correct the record in the above referenced alleged ***Commercial/Civil/Cause*** and thereby; and therein, release the indenture (however termed/styled) upon the Undersigned and cause the Undersigned to be restored to liberty, and releasing the Undersigned’s property rights, as well as ALL property held under a storage contract in the “name” of the all capital-letter “named” defendant within the above referenced alleged ***Commercial/Civil/Cause*** within the alleged commercially “bonded” warehousing agency d.b.a., for the commercial corporate Government construct d.b.a. the United States. That this presentment is to be construed contextually and not otherwise, and that if any

7 **|** Page

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portion and/or provision contained within this presentment, this self-executing binding irrevocable contractual agreement coupled with interests, is deemed non-binding it shall in no way affect any other portion of this presentment. That the arbitrator is permitted and allowed to adjust the arbitration award to no less than two times the original value of the properties associated with this agreement, plus the addition of fines, penalties, and other assessments that are deemed reasonable to the arbitrator upon presentment of such claim, supported by prima facie evidence of the claim.

**10.** The defaulting party **will be estopped** from maintaining or enforcing the original offer/presentment; i.e., the above referenced alleged ***Commercial/Civil/Cause*** as well as ALL commercial paper (negotiable instruments) therein, within any court or administrative tribunal/unit within any venue, jurisdiction, and forum the Undersigned may deem appropriate to proceed within in the event of ANY and ALL breach(s) of this agreement by Respondent(s) to compel specific performance and or damages arising from injuries there from. The defaulting party will be foreclosed by laches and or estoppel from maintaining or enforcing the original offer/presentment in any mode or manner whatsoever, at any time, within any proceeding/action. Furthermore, the respondents are foreclosed against the enforcement, retaliation, assault, infringement, imprisonment, trespass upon the rights, properties, estate, person whether legal, natural or otherwise of the presenter/petitioner and/or his interest and/or his estate retroactively, at present, post-actively, forever under any circumstances, guise, and or presumption!

**III. NOTICE OF COMMON-LAW ARBITRATION:**

**11.** Please be advised that in-as-much as the Undersigned has “secured” the “interest” in the “name” of the all capital-letter “named” defendant as employed/used upon the face; and within, ALL documents/instruments/records within the above referenced alleged Commercial/Civil/Cause, to include any and all derivatives and variations in the spelling of said “name” except the “true name” of the Undersigned as appearing within the Undersigned’s signature block herein below, through a Common-Law Copyright, filed for record within the Office of the Secretary of State, Las Vegas State of Nevada, and, having “perfected said interest” in same through incorporation within a Financing (and all amendments and transcending filings thereto), by reference therein, the Undersigned hereby; and herein, waives the Undersigned’s rights as set, established, and the like therein, and as “perfected” within said Financing Statement acting/operating to “register” said Copyright, to allow for the Respondent(s) to enter the record of the alleged “court of record” within the above referenced alleged ***Commercial/Civil/Cause*** for the SOLE purpose to correct said record and comply with Respondent’s(s’) agreed upon duty/obligation to write the “order” and cause same to be transmitted to restore and release the Undersigned, the Undersigned’s corpus, and ALL property currently under a “storage contract” under the Undersigned’s Common-Law Copyrighted trade-name; i.e., the all-capital-letter “named” defendant within the above referenced alleged Commercial/Civil/Cause, within the alleged commercially “bonded” warehousing agency d.b.a. the commercial corporate Government juridical construct d.b.a. the United States. Please take special note, that the copyright is with reference to the name and its direct association and/or correlation to the presenter.

**12. NOTICE**: That the arbitrators "must not necessarily judge according to the strict law but as a general rule ought chiefly to consider the principles of practical business" *Norske Atlas Insurance Co v London General Insurance Co* (1927) 28 Lloyds List Rep 104 ● "internationally accepted principles of law governing contractual relations"[ *Deutsche Schachtbau v R'As al-Khaimah National Oil Co* [1990] 1 AC 295]

8 **|** Page

In a unanimous decision on January 8, 2019 in *Henry Schein, Inc. v. Archer & White Sales, Inc. (****Henry Schein****)*, the US Supreme Court confirmed that the United States is a pro-arbitration jurisdiction that will honor parties’ agreements to arbitrate. Specifically, where an arbitration clause clearly delegates the decision of arbitrability to the arbitrators, courts should have no say in the matter–even if they perceive the argument in favor of arbitration as “wholly groundless.” This decision provides clarity for potential disputants and is in line with prior Court precedent prohibiting courts from reviewing the merits of a dispute when properly delegated to an arbitrator.

● If the contract (valid or otherwise) contains an arbitration clause, then the proper forum to determine whether the contract is void or not, is the arbitration tribunal.[ For example, see *Heyman v Darwins Ltd.* [1942] AC 356]

●That any determination by the arbitrator is binding upon all parties, and that all parties agree to abide by the decision of the arbitrator, that the arbitrator is to render a decision based upon the facts and conclusions as presented within the terms and conditions of the contract. Any default by any party must be supported by proof and evidence of said default, that default shall serve as

tacit acquiescence on behalf of the party who default it as having agreed to the terms and conditions associated with the self-executing binding irrevocable contract coupled with interests. That the arbitrator is prohibited from considering and/or relying on statutory law, as it has been held that any time any party relies on or enforces a statute, they possess no judicial power

●“A judge ceases to set as a judicial officer because the governing principals of administrative law provides that courts are prohibited from substituting their evidence, testimony, record, arguments and rationale for that of the agency. Additionally, courts are prohibited from their substituting their judgments for that of the agency." ***AISI v US***, 568 F2d 284.

●"...judges who become involved in enforcement of mere statutes (civil or criminal in nature and otherwise), act as mere "clerks" of the involved agency..." K.C. Davis, ADMIN. LAW, Ch. 1 (CTP. West's 1965 Ed.)

●",...their supposed 'court' becoming thus a court of limited jurisdiction' as a mere extension of the involved agency for mere superior reviewing purposes." K.C. Davis, ADMIN. LAW, P. 95, (CTP, 6 Ed. West's 1977) ***FRC v G.E.*** 28I US 464; ***Keller v PE***, 261 US 428.

●"When acting to enforce a statute, the judge of the municipal court is acting an administrative officer and not as a judicial capacity; courts in administrating or enforcing statutes do not act judicially. but, merely administerially." ***Thompson v Smith***. 155 Va. 376. l54 SE 583, 7l ALR 604.

●"It is basic in our law that an administrative agency may act only within the area of jurisdiction marked out for it by law. If an individual does not come within the coverage of the particular agency's enabling legislation the agency is without power to take any action which affects him." Endicott v Perkins, 317 US 501

●"It is not every act, legislative in form, that is law. Law is something more than mere will exerted as an act of power...Arbitrary power, enforcing its edicts to the injury of the person and property of its subjects is not law." ***Hurtado v. California*** (1884) 110 US 515 (1984).

●Some of the aforementioned cases are not published, however, these are still fundamental principles of law, and one of the fundamental principles of arbitration is that the arbitrator sits as judge over the facts, and as such to preserve the sanctity of the process and arbitrator receives the same immunity as a judge and is exempt from prosecution and or review, unless they can be proved

that the arbitrator intentionally ignored the evidence and acted in conspiracy to defraud the parties.

**13.** As the Undersigned has no desire NOR wish to tie the hands of Respondent(s) in performing Respondent’s(s’) agreed upon duty/obligation as set, established, and agreed upon within this Conditional Acceptance for Value and counter offer/claim for Proof of Claim and thereby create/cause a “breach” of said contractually binding agreement on the part of the Respondent(s), Respondent(s) is hereby; and herein, NOTICED that if this waiver of said Copyright is not liberal, NOR extensive enough, to allow for the Respondent(s) to specifically perform all duties/obligations as set, established, and agreed upon within the Conditional Acceptance for Value and counter offer/claim for Proof of Claim: Respondent(s) may; in “good faith” and NOT in fraud of the Undersigned, take all needed and required liberties with said Copyright and this waiver in order to fulfill and accomplish Respondent’s(s’) duties/obligations set, established, and agreed upon between the parties to this agreement.

**14.** If Respondent(s) has any questions and or concerns regarding said Copyright and or the waiver, Respondent(s) is invited to address such questions and or concerns to the Undersigned in writing, and causing said communiqués to be transmitted to the Undersigned and below named Notary/Third Party. The respondents have acted as if the contract quasi-or otherwise does not place a binding obligation upon their persons, upon their organizations, upon their institutions, upon their job qualifications, and breaching that obligation breaches the contract, for which they cannot address due to the direct conflict of interest. It is as a result of that conflict of interest that binding arbitration shall be instituted

**15.** Your failure to respond, and this would include each of the respondents by their representative, and if represented by the Atty. Gen., such representation must be responsive for each State and/or State organization/department/agency, separately and severally to each of the points of averment, failure to respond

9 **|** Page

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to a single point of averment will constitute acquiescence, forfeiture, and a waiver of all rights with respects all of the points raised in this presentment.

**IV. NOTICE TO AGENT IS NOTICE TO PRINCIPLE AND VICE VERSA**

**16. NOTICE**: In this Conditional Acceptance for Value and counter offer/claim for Proof of Claim(a) the words “include,” “includes,” and “including,” are not limiting; (b) the word “all” includes “any” and the word “any” includes “all”; (c) the word “or” is not exclusive except when used in conjunction with the word “and”; as in, “and/or”; and (d) words and terms (i) in the singular number include the plural, and in the plural, the singular; (ii) in the masculine gender include both feminine and neuter.

**17.** This presentment shall constitute a CLAIM against the assets of your institution and is valid upon your failure to comply with the requirement of this agreement and to VALIDATE NOT VERIFY THE COMPREHENSIVE ACCOUNTING!

**18. NOTICE**: All titles/names/appellations of corporate Government juridical constructs, and branches, departments, agencies, bureaus, offices, sub-whatever’s, and the like thereof, include any and all derivatives and variations in the spelling of said titles/names/appellations.

**19. NOTICE**: Any and all attempts at providing the requested and necessary Proof of Claims raised herein above; and, requesting the additional ten (10) Calendar days in which to provide same; and, to address any and all questions and concerns to the Undersigned in regards to the Stated Copyright and waiver herein expressed, in any manner other than that provided for herein will be deemed non-responsive.

The Undersigned extends to the Respondent(s) the Undersigned’s appreciations and thanks for Respondent’s(s) prompt attention, response, production of above Proof(s) of Claim and assistance in this/these matter(s). This presentment is not to be construed as an acceptance and/or application and/or subscription and/or request for license, admittance to any jurisdiction quasi-or otherwise. But shall remain as a direct objection to any and all claims to the contrary.

Sincerely, Without Recourse

by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Your Full Name, a man**

Void where prohibited by law

**Use same made up # or RM#** is secured and reserved with all rights retained, Private Property no trespass permitted or allowed under common law restrictions and prohibitions. (THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

10 **|** Page

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