

THE COMMERCE GAME EXPOSED

Learn How To Play:

"Accepted For Value"

CHARGE BACK

Non-Negotiable

I ACCEPT FOR VALUE all related endorsements (front and back) in accord with HJR-192 and UCC 3-419. Charge Treasury Direct Account #123456789 for the registration fees and command the memory of account #123456789 to charge the same to the debtor's Order or your Order.

**NOTICE: THIS PROPERTY IS
EXEMPT FROM LEVY**
Posted Registered Account
#R987654321

Date _____

Invoice # _____

Value _____

Signature _____

Employer Identification #123456789

A Detailed "How To" Manual

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NOTICE

READ THIS

First!

IT SHOULD FIRST BE NOTED that the “Accepted For Value” process is not some sort of “golden goose” . . . nor is it a never-ending source of “free” funding, to be accessed at will whenever one feels the need or the urge to “buy” something, live the life of a millionaire or simply get funds/money out of thin air. This is **not** a get something for nothing scheme. It is for this reason (*though there are others*), and at the risk of being accused of “withholding information,” we mention right up front that the issue of the “Sight Drafts” is not addressed in this manual.

There is something else you should know . . . right now

THIS PROCESS IS NOT FOR EVERYONE!

All right, some of you will undoubtedly say, “If the process is so good, if it does what you say it will do, then why isn’t it for everyone?”

“Why not?” Good question. It deserves a response . . . and a sensible one.

Think about this. Doctors make a lot of money, and they can help a lot of people. Being a doctor seems like a good thing. So why isn’t everyone a doctor?

Because not everyone has what it takes.

Carpenters are good people. They build nice things that benefit many people. And they, *also*, make a lot of money. So why isn’t everyone a carpenter?

Not everyone has what it takes.

It is also *a fact*, that some people make millions of dollars in the stock market. So why aren't *all* the people who invest in the stock market making millions?

Again, because not everyone has what it takes.

Now, do you see a pattern . . . a common denominator? Do you *see* why everyone doesn't do the same thing? *DO YOU SEE?*

Whether we like it or not, there are many things effecting the way we think . . . what we want . . . what we do . . . and what we become. Some of these things, politically correct or not, are: race, religion, environment, education, finances, opportunity, desire. What does *any* of this have to do with the process of Accepting For Value? It *ALL* has *EVERYTHING* to do with it!

First – maybe most important – the *fact* is . . . **NOT EVERYONE WILL UNDERSTAND THIS PROCESS**. Now how in the world can you expect someone to do something correctly, if they don't understand it? Yet many, without a clear understanding of this process, and not knowing *what* they are doing . . . or *why* . . . will jump into it feet first – just because others are doing it. A fatal error.

Next – and maybe just as important – is the *fact* that many people are greedy. Some will look at this process and focus on just one part . . . and **THEY WILL ABUSE IT!** We are not all the same. We are different. We have different values. Greed, albeit natural, is a very powerful emotion. Most of us have been taught to control that emotion, but not all of us do, or even can. The *fact* is, a part of the Accepting For Value process will “push the greed button” in many people. They will attempt to use part or parts of the process out of context. Another fatal error.

And, whether we like it or not, the *fact* is many people have an uncontrollable need to take good information (*which they are just learning*) and “change” it, to “make it better.” They will alter the process. Definitely another fatal error.

Finally, a large number of people will want others to “do it” for them: they don't want to learn. What happens to those people when they're faced with a situation where it becomes necessary to defend or explain what they're doing? They won't have a clue! What happens to those people when they're challenged? Please think about that, and remember

“THIS PROCESS IS NOT FOR EVERYONE!”

Read this book from the **front**. Read each page. This process must be learned step-by-step.

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DEFINITIONS

FOR YOUR CONVENIENCE we have enclosed the following words and phrases with their definitions. Since many of them are used within this book we have included them at the beginning, in the hopes that as you read you will have a better understanding of the process. It is also hoped that making these definitions available will help to reduce the possibility of any misunderstanding of these words and/or terms in the future.

Thank you.

ACCEPTANCE — Contracts. An agreement to receive something which has been offered.

Bouvier's Law Dictionary, 1856

The act by which the person on whom a bill of exchange is drawn (called the “drawee”) assents to the request of the drawer to pay it, in other words, engages, or makes himself liable, to pay it when due. It may be by parol [see definition below] or in writing, and either general or special, absolute or conditional; and it may be impliedly, as well as expressly. But the usual and regular mode of acceptance is by the drawee's writing across the face of the bill the word “accepted,” and subscribing his name; after which he is termed the acceptor.

Black's Law Dictionary 4th edition.

ACCOUNT — Practice. A statement of the receipts and payments of an executor, administrator, or other trustee, of the estate confided to him.

2. Every one who administers the affairs of another is required at the end of his administration to render an account of his management of the same. Trustees of every description can, in general, be compelled by courts of chancery to settle accounts, or otherwise fully execute their trusts. Where there are no courts of chancery, the courts of common law are usually invested with power for the same purposes by acts of legislation. When a party has had the property of another as his agent, he may be compelled at common law to account by an action of account render.

3. An account is also the statement of two merchants or others who have dealt together, showing the debits and credits between them. *Bouvier's Law Dictionary, 1856*

AGENCY — Contracts. An agreement, express, or implied, by which one of the parties, called the principal, confides to the other, denominated the agent, the management of some business; to be transacted in his name, or on his account, and by which the agent assumes to do the business and to render an account of it. As a general rule, whatever a man do by himself, except in virtue of a delegated authority, he may do by an agent. *Combee's Case*, 9 Co. *Bouvier's Law Dictionary*, 1856

AGENT — Contracts. One who undertakes to manage some affair to be transacted for another, by his authority on account of the latter, who is called the principal, and to render an account of it.

2. There are various descriptions of agents, to whom different appellations are given according to the nature of their employments; as brokers, factors, supercargoes, attorneys, and the like; they are all included in this general term. The authority is created either by deed, by simple writing, by parol, or by mere employment, according to the capacity of the parties, or the nature of the act to be done. It is, therefore, express or implied. *Vide Authority*.

3. It is said to be general or special with reference to its object, i.e., according as it is confined to a single act or is extended to all acts connected with a particular employment.

4. With reference to the manner of its execution, it is either limited or unlimited, i. e. the agent is bound by precise instructions, (q.v.) or left to pursue his own discretion. It is the duty of an agent, 1, To perform what he has undertaken in relation to his agency. 2, To use all necessary care. 3, To render an account. *Pothier*, Tr. du Contrat de Mandat, passim; *Paley*, Agency, 1 and 2; 1 *Livrm. Agency*, 2; 1 *Suppl. to Ves. Jr.* 67, 97, 409; 2 *Id.* 153, 165, 240; *Bac. Abr. Master and Servant*, 1; 1 *Ves. Jr. R.* 317. *Vide Smith on Merc. Law*, ch. 3, p. 43, et seq. and the articles Agency, Authority, and Principal.

5. Agents are either joint or several. It is a general rule of the common law, that when an authority is given to two or more persons to do an act, and there is no several authority given, all the agents must concur in doing it, in order to bind the principal. 3 *Picck. R.* 232; 2 *Pick. R.* 346; 1 *Mass. R.* 185; *Co. Litt.* 49 b, 112 b, 113, and *Harg. n.* 2; *Id.* 181 b. 6 *Pick. R.* 198 6 *John. R.* 39; 5 *Barn. & Ald.* 628.

6. This rule has been so construed that when the authority is given jointly and severally to three person, two cannot properly execute it; it must be done by all or by one only. *Co. Litt.* 181 b; *Com. Dig. Attorney*, C 11; but if the authority is so worded that it is apparent, the principal intended to give power to either of them, an execution by two will be valid. *Co.*

Litt. 49 b; Dy. R. 62; 5 Barn. & Ald. 628. This rule applies to private agencies: for, in public agencies an authority executed by a major would be sufficient. 1 Co. Litt. 181b; Com. Dig. Attorney, C 15; Bac. Ab. Authority, C; 1 T. R. 592.

7. The rule in commercial transactions however, is very different; and generally when there are several agents each possesses the whole power. For example, on a consignment of goods for sale to two factors, (whether they are partners or not,) each of them is understood to possess the whole power over the goods for the purposes of the consignment. 3 Wils. R. 94, 114; Story on Ag. Sec. 43.

8. As to the persons who are capable of becoming agents, it may be observed, that but few persons are excluded from acting as agents, or from exercising authority delegated to them by others. It is not, therefore, requisite that a person be sui juris, or capable of acting in his own right, in order to be qualified to act for others. Infants, femmes covert, persons attainted or outlawed, aliens and other persons incompetent for many purposes, may act as agents for others. Co. Litt. 62; Bac. Ab. Authority, B; Com. Dig. Attorney, C 4; Id. Baron and Feme, P 3; 1 Hill, S. Car. R. 271; 4 Wend. 465; 3 Miss. R. 465; 10 John. R. 114; 3 Watts, 39; 2 S. & R. 197; 1 Pet. R. 170. *Bouvier's Law Dictionary, 1856*

AGREEMENT — Means the bargain of the parties in fact as found in their language or by implication from other circumstances including course of dealing or usage of trade or course of performance as provided in this Act (Sections 1-205 and 1-206). Whether an agreement has legal consequences is determined by the provisions of this Act, if applicable; otherwise by the law of contracts (Section 1-103). (Compare “Contract”.) *UCC 1-201 (3)*

BILL OF EXCHANGE — Contracts. A bill of exchange is defined to be an open letter of request from, and order by, one person on another, to pay a sum of money therein mentioned to a third person, on demand, or at a future time therein specified. 2 Bl. Com. 466; Bayl. on Bills, 1; Chit. Bills, 1; 1 H. Bl. 586; 1 B. & P. 291, 654; Selw. N. P. 285. Leigh's N. P. 335; Byles on Bills, 1; 1 Bouv. Inst. n. 895.

3. - 1. The parties to a bill of exchange are the drawer, (q. v.) or he who makes the order; the drawee, (q. v.) or the person to whom it is addressed; the acceptor, (q. v.) or he who accepts - the bill; the payee, (q. v.) or the party to whom, or in whose favor the bill is made. The indorser, (q. v.) is he who writes his name on the back of a bill; the indorsee, (q. v.) is one to whom a bill is transferred by indorsement; and the holder, (q. v.) is in general any one of the parties who is in possession of the bill, and entitled to receive the money therein mentioned.

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17. - 9th. To make a bill negotiable, it must be made payable to order, or bearer, or there must be other operative and equivalent words of transfer. Beawes, pl. 3; Selw. N. P. 303, n. 16; Salk. 133. if, however, it is not intended to make the bill negotiable, these words need not be inserted, and the instrument will, nevertheless, be valid as a bill of exchange. 6 T. R. 123; 6 Taunt. 328; Russ. & Ry. C. C. 300; 3 Caines' R. 137; 9 John. It. 217.

22. - 14th. The drawee must either subscribe the bill, or, it seems, his name may be simply inserted in the body of the instrument. Beawes, pl. 3; Ld. Raym. 1376 1 Stra. 609.

26. - 18th. The drawer may also add a request or direction, that in case the bill should not be honored by the drawee, it shall be returned without protest or without expense, by subscribing the words, "retour sans protet," or "sans frais;" in this case the omission of the holder to protest, having been induced by the drawer, he, and perhaps the indorsers, cannot resist the payment on that account, and thus the expense is avoided. Chit. Bills, 188.

Bouvier's Law Dictionary, 1856

CLAIM — A claim is a challenge of the ownership of a thing which a man has not in possession, and is wrongfully withheld by another. Plowd. 359; Wee i Dall.444; 12 S. & R. 179. *Bouvier's Law Dictionary, 1856*

COLLATERAL — Is the property subject to a security interest, and includes accounts and chattel paper which have been sold; *UCC 9-105 (1) (c)*

COMMERCIAL CRIMES — Any of the following types of crimes (Federal or State): Offenses against the revenue laws; burglary; counterfeiting; forgery; kidnapping; larceny; robbery; illegal sale or possession of deadly weapons; prostitution (including soliciting, procuring, pandering, white slaving, keeping house of ill fame, and like offenses); extortion; swindling and confidence games; and attempting to commit, conspiring to commit, or compounding any of the foregoing crimes. Addiction to narcotic drugs and use of marihuana will be treated as if such were commercial crime. 27 CFR 72.11

CONTRACT — Means the total legal obligation which results from the parties' agreement as affected by this Act and any other applicable rules of law. (Compare "Agreement".) *UCC 1 201 (11)*

HOLDER IN DUE COURSE — (a) Subject to subsection (c) and Section 3-106(d), "holder in due course" means the holder of an instrument if:

(1) the instrument when issued or negotiated to the holder does not bear such apparent evidence of forgery or alteration or is not otherwise so irregular or incomplete as to call into question its authenticity; and

(2) the holder took the instrument (i) for value, (ii) in good faith, (iii) without notice that the instrument is overdue or has been dishonored or that there is an uncured default with respect to payment of another instrument issued as part of the same series, (iv) without notice that the instrument contains an unauthorized signature or has been altered, (v) without notice of any claim to the instrument described in Section 3-306, and (vi) without notice that any party has a defense or claim in recoupment described in Section 3-305(a).

(b) Notice of discharge of a party, other than discharge in an insolvency proceeding, is not notice of a defense under subsection (a), but discharge is effective against a person who became a holder in due course with notice of the discharge. Public filing or recording of a document does not of itself constitute notice of a defense, claim in recoupment, or claim to the instrument.

(c) Except to the extent a transferor or predecessor in interest has rights as a holder in due course, a person does not acquire rights of a holder in due course of an instrument taken (i) by legal process or by purchase in an execution, bankruptcy, or creditor's sale or similar proceeding, (ii) by purchase as part of a bulk transaction not in ordinary course of business of the transferor, or (iii) as the successor in interest to an estate or other organization.

(d) If, under Section 3-303(a)(1), the promise of performance that is the consideration for an instrument has been partially performed, the holder may assert rights as a holder in due course of the instrument only to the fraction of the amount payable under the instrument equal to the value of the partial performance divided by the value of the promised performance.

(e) If (i) the person entitled to enforce an instrument has only a security interest in the instrument and (ii) the person obliged to pay the instrument has a defense, claim in recoupment, or claim to the instrument that may be asserted against the person who granted the security interest, the person entitled to enforce the instrument may assert rights as a holder in due course only to an amount payable under the instrument which, at the time of enforcement of the instrument, does not exceed the amount of the unpaid obligation secured.

(f) To be effective, notice must be received at a time and in a manner that gives reasonable opportunity to act on it.

(g) This section is subject to any law limiting status as a holder in due course in particular classes of transactions. *UCC 3-302*

HONOR — To “Honor” is to pay or to accept and pay, or where a credit so engages to purchase or discount a draft complying with the terms of the credit. *UCC 1-201 (21)*

INSTRUMENT — Contracts. The writing which contains some agreement, and is so called because it has been prepared as a memorial of what has taken place or been agreed upon. The agreement and the instrument in which it is contained are very different things, the latter being only evidence of the existence of the former. The instrument or form of the contract may be valid, but the contract itself may be void on account of fraud. Vide Ayl. Parerg. 305; Dunl. Ad. Pr. 220. *Bouvier’s Law Dictionary, 185*

INSTRUMENT — An instrument is a “note” if it is a promise and is a “draft” if it is an order. If an instrument falls within the definition of both “note” and “draft,” a person entitled to enforce the instrument may treat it as either. *UCC 3-104 (e)*

NEGOTIABLE — That which is capable of being transferred by assignment; a thing, the title to which may be transferred by a sale and indorsement or delivery.

2. A chose in action was not assignable at common law, and therefore contracts or agreements could not be negotiated. But exceptions have been allowed to this rule in relation to simple contracts, and others have been introduced by legislative acts. So that, now, bills of exchange, promissory notes, bills of lading, bank notes, payable to order, or to bearer, and, in some states, bonds and other specialties, may be transferred by assignment, indorsement, or by delivery, when the instrument is payable to bearer.

3. When a claim is assigned which is not negotiable at law, such, for example, as a book debt, the title to it remains at law in the assigner, but the assignee is entitled to it in equity, and he may therefore recover it in the assignor’s name. See, generally, Hare & Wall. Sel. Dec. 158 to 194 Negotiable paper. *Bouvier’s Law Dictionary, 1856*

NEGOTIABLE PAPER — Contracts. This term is applied to bills of exchange and promissory notes, which are assignable by indorsement or delivery.

2. The statute of 3 & 4 Anne (the principles of which have been generally adopted in this country, either formally, or in effect,) made promissory notes payable to a person, or to his order, or bearer, negotiable like inland bills, according to the custom of merchants.

3. This negotiable quality transfers the debt from the party to whom it was originally owing, to the holder, when the instrument is properly indorsed, so as to enable the latter to sue in his own name, both the maker of a promissory note, or the acceptor of a bill of exchange, and the other parties to such instruments, such as the drawer of a bill, and the indorser of a bill or note, unless the holder has been guilty of laches in giving the required notice of non-acceptance or non-payment. But in order to make paper negotiable, it is essential that it be payable in money only, at all events, and not out of a particular fund. 1 Cowen, 691; 6 Cowen, 108; 2 Whart. 233; 1 Bibb, 490, 503; 1 Ham. 272; 3 J. J. Marsh, 174, 542; 3 Halst. 262; 4 Blackf. 47; 6 J. J. Marsh, 170; 4 Mont. 124. See 1 W. C. C. R. 512; 1 Miles, 294; 6 Munf. 3; 10 S. & R. 94; 4 Watts, 400; 4 Whart. R. 252; 9 John. 120; 19 John. 144; 11 Vern. 268; 21 Pick. 140. Vide Promissory note. Vide 3 Kent. Com. Lecture 44; Com. Dig. Merchant, F 15, 16; 2 Hill, R. 59; 13 East, 509; 3 B. & C. 47; 7 Bing. 284; 5 T. R. 683; 7 Taunt. 265, 278; 3 Burr. 1516 6 Cowen, 151.

4. To render a bill or note negotiable, it must be payable to order, or to bearer. When it is payable "to A B only," it cannot be negotiated so as to give the indorsee a claim against any one but his indorser. Dougl. 615. An indorsement to A B, without adding "or order," is not restrictive to A B alone, he may, therefore, assign it to another; Str. 557; or he may indorse it in blank, when any attempt, afterwards, to restrain its negotiability will be unavailing. Esp. N. P. Cas. 180; 1 Bl. Rep. 295. Vide Blank Indorsement; Indorsement. *Bouvier's Law Dictionary, 1856*

NEGOTIATION — merc. law. The act by which a bill of exchange or promissory note is put into circulation by being passed by one of the original parties to another person.

2. Until an accommodation bill or note has been negotiated, there is no contract which can be enforced on the note: the contract, either express or implied, that the party accommodated will indemnify the other, is, till then, conditional. 2 Man. & Gr. 911. *Bouvier's Law Dictionary, 1856*

NON — Not. When prefixed to other words, it is used as a negative as non access, non assumpsit. *Bouvier's Law Dictionary, 1856*

PAROL — A word; speech; hence, verbal; expressed or evidenced by speech only; not expressed in writing. *Black's Law Dictionary 4th edition.*

PRINCIPAL — Contracts. One who, being competent to contract, and who is sui juris, employs another to do any act for his own benefit, or on his own account.

As a general rule, it may be said, that every person, sui juris, is capable of being a principal, for in all cases where a man has power as owner, or in his own right to do anything, he may do it by another. 16 John. 86; 9 Co. 75; Com. Dig. Attorney, C 1; Heinec. ad Pand. P. 1, lib. 3, tit. 424. *Bouvier's Law Dictionary, 1856*

QUI TACET, CONSENTIRE VIDETUR — He who is silent is supposed to consent. The silence of a party implies his consent. *Black's Law Dictionary 4th edition*

RETOUR SANS FRAIS — Fr. In French law. A formula put upon a bill of exchange to signify that the drawer waives protest, and will not be responsible for costs arising thereon.

STRAWMAN — A “front”; a third party who is put up in name only to take part in a transaction. Nominal party to a transaction; one who acts as an agent for another for the purposes of taking title to real property and executing whatever documents and instruments the principal may direct...or to accomplish some purpose otherwise not allowed. *Black's Law Dictionary 6th edition, page 1421.*

STRAW MAN — Person set up to serve as a cover for a usually questionable transaction. *Merriam-Webster's Collegiate (R) Dictionary, Tenth Edition.*

TRAVERSE — Pleading. This term, from the French traverser, signifies to deny or controvert anything which is alleged in the declaration, plea, replication or other pleadings; Lawes' Civ. Plead. 116, 117 there is no real distinction between traverses and denials, they are the same in substance. Willes. R. 224. however, a traverse, in the strict technical meaning, and more ordinary acceptation of the term, signifies a direct denial in formal words, “without this that,” &c. Summary of Pleadings, 75; 1 Chit. Pl. 576, n. a.

VALUE — Except as otherwise provided with respect to negotiable instruments and bank collections (Sections 3-303, 4-208 and 4-209) a person gives “value” for rights if he acquires them

- (a) in return for a binding commitment to extend credit or for the extension of immediately available credit whether or not drawn upon and whether or not a charge-back is provided for in the event of difficulties in collection; or
- (b) as security for or in total or partial satisfaction of a pre-existing claim; or
- (c) by accepting delivery pursuant to a pre-existing contract for purchase; or
- (d) generally, in return for any consideration sufficient to support a simple contract.

UCC 1-201 (44)

HJR-192

JOINT RESOLUTION TO SUSPEND THE GOLD STANDARD AND ABROGATE THE GOLD CLAUSE

JUNE 5, 1933 — House Joint Resolution 192, 73rd Congress, 1st Session

JOINT RESOLUTION TO ASSURE UNIFORM VALUE to the coins and currencies of the United States. Whereas the holding of or dealing in gold affect the public interest, and therefore subject to proper regulation and restriction; and

WHEREAS THE EXISTING EMERGENCY has disclosed that provisions of obligations which purport to give the obligee a right to require payment in gold or a particular kind of coin or currency of the United States, or in an amount of money of the United States measured thereby, obstruct the power of the Congress to regulate the value of money of the United States, and are inconsistent with the declared policy of the Congress to maintain at all times the equal power of every dollar, coined or issued by the United States, in the markets and in the payment of debts.

NOW, THEREFORE, BE IT RESOLVED by the Senate and House of Representatives of the United States of America in Congress assembled, That

(a) every provision contained in or made with respect to any obligation which purports to give the obligee a right to require payment in gold or a particular kind of coin or currency, or in an amount in money of the United States measured thereby, is declared to be against public policy; and no such provision shall be contain in or made with respect to any obligation hereafter incurred. Every obligation, heretofore or hereafter incurred, whether or not any such provisions is contained therein or made with respect thereto, shall be discharged upon payment, dollar for dollar, in any such coin or currency which at the time of payment is legal tender for public and private debts. Any such provision contained in any law authorizing obligations to be issued by or under the authority of the United States, is hereby repealed, but the repeal of any such provision shall not invalidate any other provision or authority contained in such law.

(b) As used in this resolution, the term “obligation” means any obligation (including every obligation of and to the United States, excepting currency) payable in money of the United States; and the term “coin or currency” means coin or currency of the United States, including Federal Reserve notes and circulating notes of Federal Reserve banks and national banking associations.

SEC. 2. The last sentence of paragraph (1) of subsection (b) of section 43 of the Act entitled “An Act to relieve the existing national economic emergency by increasing agricultural purchasing power, to raise revenue for extraordinary expenses incurred by reason of such emergency, to provide emergency relief with respect to agricultural indebtedness, to provide for the orderly liquidation of joint-stock land banks, and for other purposes,” approved May 12, 1933, is amended to read as follows:

“All coins and currencies of the United States (including Federal Reserve notes and circulating notes of Federal Reserve banks and national banking associations) heretofore or hereafter coined or issued, shall be legal tender for all debts, for public and private, public charges, taxes, duties, and dues, except that gold coins, when below the standard weight and limit of tolerance provided by law for the single piece, shall be legal tender only at valuation in proportion to their actual weight.”

— Approved June 5, 1933, 4:30 p.m.

U.C.C. 3-419

INSTRUMENTS MAY BE SIGNED BY THE ACCOMMODATION PARTY

INSTRUMENTS SIGNED FOR ACCOMMODATION

- (a) If an instrument is issued for value given for the benefit of a party to the instrument (“**accommodated** party”) and another party to the instrument (“**accommodation** party”) signs the instrument for the purpose of incurring liability on the instrument without being a direct beneficiary of the value given for the instrument, the instrument is signed by the accommodation party “**for accommodation.**”
- (b) An accommodation party may sign the instrument as maker, drawer, acceptor, or indorser and, subject to subsection (d), is obliged to pay the instrument in the capacity in which the accommodation party signs. The obligation of an accommodation party may be enforced notwithstanding any statute of frauds and whether or not the accommodation party receives consideration for the accommodation.
- (c) A person signing an instrument is presumed to be an accommodation party and there is notice that the instrument is signed for accommodation if the signature is an anomalous indorsement or is accompanied by words indicating that the signer is acting as surety or guarantor with respect to the obligation of another party to the instrument. Except as provided in Section 3-605, the obligation of an accommodation party to pay the instrument is not affected by the fact that the person enforcing the obligation had notice when the instrument was taken by that person that the accommodation party signed the instrument for accommodation.

- (d) If the signature of a party to an instrument is accompanied by words indicating unambiguously that the party is guaranteeing collection rather than payment of the obligation of another party to the instrument, the signer is obliged to pay the amount due on the instrument to a person entitled to enforce the instrument only if (i) execution of judgment against the other party has been returned unsatisfied, (ii) the other party is insolvent or in an insolvency proceeding, (iii) the other party cannot be served with process, or (iv) it is otherwise apparent that payment cannot be obtained from the other party.
- (e) An accommodation party who pays the instrument is entitled to reimbursement from the accommodated party and is entitled to enforce the instrument against the accommodated party. An accommodated party who pays the instrument has no right of recourse against, and is not entitled to contribution from, an accommodation party.

AN OVERVIEW

ON APRIL 5, 1933, then president Franklin Delano Roosevelt, under Executive Order, issued April 5, 1933, declared: "All persons are required to deliver ON OR BEFORE MAY 1, 1933 all GOLD COIN, GOLD BULLION, AND GOLD CERTIFICATES now owned by them to a Federal Reserve Bank, branch or agency, or to any member bank of the Federal Reserve System."

James A. Farley, Postmaster General at that time, required each postmaster in the country to post a copy of the Executive Order (*read declaration*) in a conspicuous place within each branch of the Post Office. On the bottom of the posting was the following:

CRIMINAL PENALTIES FOR VIOLATION OF EXECUTIVE ORDER

\$10,000 fine or 10 years imprisonment, or both, as
provided in Section 9 of the order

Section 9 of the order reads as follows: Whosoever willfully violates any provisions of this Executive Order or of these regulations or of any rule, regulation or license issued thereunder may be fined not more than \$10,000, or if a natural person, may be imprisoned for not more than 10 years, or both; and any officer, director or agency of any corporation who knowingly participates in any such violation may be punished by a like fine, imprisonment, or both.

NOTE: Stated within a written document received September 17, 1997, from the U.S. Department of Justice, Office of Legal Counsel, Office of the Deputy Assistant Attorney General, Richard L. Shiffrin, in response to a FOIA submitted by the editor of The American Voice newspaper, was the following:

"A fact that is frequently overlooked is that Executive orders and proclamations of the President normally have no direct effect upon private persons or their property, and, instead, normally constitute only directives or instructions to officers or employees of the Federal Government.

The exception is those cases in which the President is expressly authorized or required by laws enacted by the Congress to issue an Executive order or proclamation dealing with the legal rights or obligations of members of the public – such as issuance of Selective Service Regulations, establishment of boards to investigate certain labor disputes, and establishment of quotas or fees with respect to certain imports into this country.”

NOTE: IT SEEMS RATHER OBVIOUS THAT PRESIDENT FRANKLIN D. ROOSEVELT WAS NOT “EXPRESSLY AUTHORIZED OR REQUIRED” TO “ISSUE AN EXECUTIVE ORDER OR PROCLAMATION” DEMANDING THE PUBLIC (PRIVATE) TO RELINQUISH THEIR PRIVATELY HELD GOLD.

The order (*proclamation*) issued by Roosevelt was an undisciplined act of treason. Two months **AFTER** the Executive Order, on June 5, 1933, the Senate and House of Representatives, 73rd Congress, 1st session, at 4:30 p.m. approved House Joint Resolution (HJR) 192: Joint Resolution To Suspend The Gold Standard And Abrogate The Gold Clause, Joint resolution to assure uniform value to the coins and currencies of the United States.

HJR-192 states, in part, that “[E]very provision contained in or made with respect to any obligation which purports to give the obligee a right to require payment in gold or a particular kind of coin or currency, or in any amount of money of the United States measured thereby, is declared to be against public policy, and no such provision shall be contained in or made with respect to any obligation hereafter incurred. Every obligation, heretofore or hereafter incurred, whether or not any such provisions is contained therein or made with respect thereto, shall be discharged upon payment, dollar for dollar, in any such coin or currency which at the time of payment is legal tender for public and private debts.”

HJR-192 goes on to state: “As used in this resolution, the term “obligation” means an obligation (including every obligation of and to the United States, excepting currency) payable in money of the United States; and the term “coin or currency” means coin or currency of the United States, including Federal Reserve notes and circulating notes of Federal Reserve banks and national banking associations.”

HJR-192 superceded Public Law (*what passes as law today is only “color of law”*), replacing it with public policy. This eliminated our ability to PAY our debts, allowing only for their DISCHARGE. When we use any commercial paper (*checks, drafts, warrants, federal reserve notes, etc.*), and accept it **as money**, we simply pass the unpaid debt attached to the paper on to

others, by way of our purchases and transactions. This unpaid debt, under public policy, now carries a public liability for its collection. In other words, all debt is now public.

The United States government, in order to provide necessary goods and services, created a commercial bond (*promissory note*), by pledging the property, labor, life and body of its citizens, as payment for the debt (*bankruptcy*). This commercial bond made chattel (*property*) out of every man, woman and child in the United States. We became nothing more than “human resources” and collateral for the debt. This was without our knowledge and/or our consent. How? It was done through the filing (*registration*) of our birth certificates!

The United States government – actually the elected and appointed administrators of government – took (*and still do, to this day*) certified copies of all our birth certificates and placed them in the United States Department of Commerce . . . as registered securities. These securities, each of which carries an estimated \$1,000,000 (*one million*) dollar value, have been (*and still are*) circulated around the world as collateral for loans, entries on the asset side of ledgers, etc., just like any other security. There’s just one problem, we didn’t authorize it.

The United States is a District of Columbia corporation. In Volume 20: Corpus Juris Sec. §1785 we find “The United States government is a foreign corporation with respect to a State” (*see: NY re: Merriam 36 N.E. 505 1441 S. Ct.1973, 14 L. Ed. 287*). Since a corporation is a *fictional* “person” (*it can not speak, see, touch, smell, etc.*), it can not, by itself, function in the real world. It needs a conduit, a transmitting utility, a liaison of some sort, to “connect” the *fictional* person, and *fictional* world in which it exists, to the real world. Why is this important?

LIVING people, exist in a real world, not a *fictional/virtual* world. But government **does** exist in a *fictional* world, and can only deal directly with **other** *fictional* or *virtual* persons, agencies, states, etc.. In order for a *fictional* person to deal with real people there must be a connection, a liaison, a go-between. This can be something as simple as a contract. When both “persons,” the real and the *fictional*, agree to the terms of a contract, there is a connection, intercourse, dealings, there is a communication, an exchange. There is business!

But there is another way for *fictional* government to deal with the real man and woman: through the use of a representative, a liaison, the go-between. Who is this go-between, this liaison who connects *fictional* government to real men and women? It’s a government created shadow, a

fictional man or woman . . . with the same name as ours.

This PERSON was created by using our birth certificates as the MCO (*manufacturer's certificate of origin*) and the state in which we were born as the "port of entry." This gave *fictional* government a *fictional* PERSON with whom to deal directly. This PERSON is a Straw Man.

STRAMINEUS HOMO: Latin: A man of straw, one of no substance, put forward as bail or surety. This definition comes from Black's Law Dictionary, 6th Edition, page 1421. Following the definition of STRAMINEUS HOMO in Black's we find the next word, Straw Man.

STRAW MAN: A front; a third party who is put up in name only to take part in a transaction. Nominal party to a transaction; one who acts as an agent for another for the purposes of taking title to real property and executing whatever documents and instruments the principal may direct. Person who purchases property for another to conceal identity of real purchaser, or to accomplish some purpose otherwise not allowed.

Webster's Ninth New Collegiate Dictionary defines the term "straw man" as: **1:** a weak or imaginary opposition set up only to be easily confuted **2:** a person set up to serve as a cover for a usually questionable transaction.

The Straw Man can be summed up as an imaginary, passive stand-in for the real participant; a front; a blind; a person regarded as a nonentity. The Straw Man is a "shadow," a go-between.

For quite some time a rather large number of people in this country have known that a man or woman's name, written in ALL CAPS, or last name first, does not identify real, living people. Taking this one step further, the rules of grammar for the English language have no provisions for the abbreviation of people's names, i.e. initials are not to be used. As an example, John Adam Smith is correct. ANYTHING else is not correct. Not Smith, John Adam or Smith, John A. or J. Smith or J. A. Smith or JOHN ADAM SMITH or SMITH, JOHN or any other variation. NOTHING, other than John Adam Smith identifies the real, living man. All other appellations identify either a deceased man or a *fictitious* man: such as a corporation or a **STRAW MAN**.

Over the years government, through its “public” school system, has managed to pull the wool over our eyes and keep us ignorant of some very important facts. Because all facets of the media (*print, radio, television*) have an ever-increasing influence in our lives, and because media is controlled (*with the issuance of licenses, etc.*) by government and its agencies, we have slowly and systematically been led to believe that any form/appellation of our names is, in fact, still us: as long as the spelling is correct. WRONG!

We were never told, with full and open disclosure, what our government officials were planning to do . . . and why.

We were never told that government (*the United States*) was a corporation, a *fictitious* “person.”

We were never told that government had quietly, almost secretly, created a shadow, a STRAW MAN for each and every AMERICAN . . . so that government could not only “control” the people, but also raise an almost unlimited amount of revenue – so it could continue . . . not just to exist, but to **GROW**.

We were never told that when government deals with the STRAW MAN it is not dealing with real, living, men and women.

We were never told, openly and clearly with full disclosure of all the facts, that since June 5, 1933, we have been unable to pay our debts.

We were never told that we had been pledged (*and our children, and their children, and their children, and on and on*) as collateral, mere chattel, for the debt created by government officials who committed treason in doing so.

We were never told that they quietly and cleverly changed the rules, even the game itself, and that the world we perceive as real is in fact *fictional* – and it’s all for their benefit.

We were never told that the STRAW MAN – a *fictional* person, a creature of the state – is subject to all the codes, statutes, rules, regulations, ordinances, etc. decreed by government, but that WE, the real man and woman, are not.

We were never told we were being treated as property, as slaves (*albeit comfortably for some*), while living in the land of the free – and that we could, easily, walk away from the fraud.

WE WERE NEVER TOLD WE WERE BEING ABUSED!

How does that make **YOU** feel?

There's something else you should know: **Everything**, since June 1933, operates in **COMMERCE!** Why is this important?

Commerce is based on agreement, contract. Government has an implied agreement with the Straw Man (*government's creation*) and the Straw Man is subject to government rule, as we illustrated above. But when we, the real flesh and blood man and woman, step into their "process" we become the "surety" for the *fictional* Straw Man. Reality and fiction are reversed. We then become liable for the debts, liabilities and obligations of the Straw Man, relinquishing our real (*protected*) character as we stand up for the *fictional* Straw Man.

So that we can once again place the Straw Man in the *fictional* world and ourselves in the real world (*with all our "shields" in place against fictional government*) we must send a non-negotiable (*private*) "Charge Back" and a non-negotiable "Bill of Exchange" to the United States Secretary of Treasury, along with a copy of our birth certificate, the evidence, the MCO, of the Straw Man. By doing this we discharge our portion of the public debt, releasing us, the real man, from the debts, liabilities and obligations of the Straw Man. Those debts, liabilities and obligations exist in the *fictional* commercial world of "book entries," on computers and/or in paper ledgers. It is a world of "digits" and "notes," not of money and substance. Property of the real man once again becomes tax exempt and free from levy, as it must be in accord with HJR-192.

Sending the non-negotiable Charge Back and Bill of Exchange accesses our **Treasury Direct Account** (TDA). What is our TDA? Let's go to Title 26 USC and take a look at section 163(h)(3)(B)(ii), \$1,000,000 limitation:

"The aggregate amount treated as acquisition indebtedness for any period shall not exceed \$1,000,000 (\$500,000 in the case of a married individual filing a separate return)."

This \$1,000,000 (*one million*) account is for the Straw Man, the *fictional* "person" with the name in all caps and/or last name first. It is there for the purpose of making book entries, to move figures, "digits" from one side of ledgers to the other. Without constant movement a shark will die and quite ironically, like the shark, there must also be constant movement in commerce, or it too

will die. Figures, digits, the entries in ledgers must move from asset side to debit side and back again, or commerce dies. No movement, no commerce.

The *fictional* persona of government can only function in a *fictional* commercial world, one where there is no real money, only *fictional* funds . . . mere entries, figures, digits.

A presentment from *fictional* government – from traffic citation to criminal charges – is a negative, commercial “claim” against the Straw Man. This “claim” takes place in the commercial, *fictional* world of government. “Digits” move from one side of your Straw Man account to the other, or to a different account. This is today’s commerce.

In the past we have addressed these “claims” by fighting them in court, with one “legal process” or another, and failed. We have played the futile, legalistic, dog-and-pony show – a very clever distraction – while the commerce game played on.

But what if we refused to play dog-and-pony, and played the commerce game instead? What if we learned how to control the flow and movement of entries, figures and digits, for our own benefit? Is that possible? And if so, how? How can the real man, in the real world, function in the *fictional* world in which the commerce game exists?

When in commerce do as commerce does, use the Uniform Commercial Code (UCC). The UCC-1 Financing Statement is one contract in the world that can NOT be broken and it’s the foundation of the Accepted For Value process. The power of this document is awesome.

Since the TDA exists for the Straw Man – who, until now, has been controlled by government – *WE* can gain control (*and ownership*) of the Straw Man by first activating the TDA and then filing a UCC-1 Financing Statement. This does two things for us.

First, by activating the TDA we gain limited control over the funds in the account. This allows *US* to also move entries, figures and digits . . . for *OUR* benefit.

Secondly, by properly filing a UCC-1 Financing Statement we can become the holder in due course of the Straw Man. This gives us virtual ownership of the government created entity. So what? What does it all mean?

Remember earlier we mentioned that a presentment from government or one of its agents or agencies was a negative commercial claim against the Straw Man (*and the Straw Man’s account*,

the TDA)? Remember we told you entries, figures and digits moved from one side of the account to the other, or to a different account? Well now, with the Straw Man under our control, government has no access to the TDA and they also lose their go-between, their liaison, their “connection” to the real, living man and woman.

From now on, when presented with a “claim” (*presentment*) from government, we will agree with it (*this removes the “controversy”*) and we will ACCEPT IT FOR VALUE. By doing this we remove the negative claim against our account and become the “holder in due course” of the presentment. As holder in due course you can require the sworn testimony of the presenter of the “claim” (*under penalty of perjury*) and request the account be properly adjusted.

It’s all business, a commercial undertaking, and the basic procedure is not complicated. In fact, it’s fairly simple. We just have to remember a few things, like: this is *not* a “legal” procedure – we’re not playing dog-and-pony. This is commerce, and we play by the rules of commerce. We accept the “claim,” become the holder in due course, and challenge whether or not the presenter of the claim had/has the proper authority (*the Order*) to make the claim (*debit our account*) in the first place. When they cannot produce the Order (*they never can, it was never issued*) we request the account be properly adjusted (*the charge, the “claim” goes away*).

If they don’t adjust the account a request is made for the bookkeeping records showing where the funds in question were assigned. This is done by requesting the Fiduciary Tax Estimate and the Fiduciary Tax Return for this claim. Since the claim has been accepted for value and is pre-paid, and our TDA account is exempt from levy, the request for the Fiduciary Tax Estimate and the Fiduciary Tax Return is valid because the information is necessary in determining who is delinquent and/or making claims on the account. If there is no record of the Fiduciary Tax Estimate and the Fiduciary Tax Return, we then request the individual tax estimates and individual tax returns to determine if there is any delinquency.

If we receive no favorable response to the above requests, we will then file a currency report on the amount claimed/assessed against our account and begin the commercial process that will force them to either do what’s required or lose everything they own – except for the clothing they are wearing at the time.

This is the power of contracts (*commerce*) and it should be mentioned, at least this one time, that a contract over-rides the Constitution, the Bill of Rights, and any other document other than another contract. We should also mention that no process of law – “color” of law under present codes, statutes, rules, regulations, ordinances, etc. – can operate upon you, no agent and/or agency of government (*including courts*) can gain jurisdiction over you, **WITHOUT YOUR CONSENT**. You, we, are not within their *fictional* commercial venue.

The Accepted For Value process, however, gives us the ability to deal with “them” – through the use of our transmitting utility/go-between, the Straw Man – and hold them accountable in their own commercial world, for any action(s) they attempt to take against us. Without a proper Order, and now we know they’re not in possession of such a document, they must leave us alone . . . or pay the consequences.

Yes, this process ***IS*** powerful.

Yes, it ***CAN*** set us free from government oppression and control.

But remember: “What goes around, comes around.” “Do unto others, as you would have others do unto you.”

It’s simple, folks, **DO NOT ABUSE THIS PROCESS** . . . if you do it ***could*** come around a bite you.

Now, are you ready? Let’s take a closer look at **The Commerce Game EXPOSED** and learn to play

“Accepted For Value”

INTRODUCTION TO THE PROCESS

BEFORE YOU BEGIN there are some questions we must ask. For example, why are you interested in the Accepted For Value process? What do you hope to accomplish? What are your motivations? Most of us just want to exercise our protected right to Life, Liberty, and the Pursuit of Happiness . . . without the censorship and control of government. We simply wish to be left alone. We ask that you now consider the message in the first two pages of this manual – the pages before the Contents page. If you have not read those pages . . . PLEASE DO SO NOW.

There are those who would have you believe that once you learn this process you should never find yourself in a courtroom again. While this may be true in theory, from time to time events do not work out exactly as we plan. This process, once it's understood and utilized correctly, can successfully navigate you through encounters with public officials, including encounters within the courtroom.

One of the first things that needs to be disclosed is that you *may* end up having to spend as much as seventy-two hours in a jail cell. Before you venture into this process you must be prepared to spend that short period of time behind bars. If not (*due to family, job, etc.*), we ask that you to remember . . . **“THIS PROCESS IS NOT FOR EVERYONE!”** . . . and consider that it may NOT be for you. Take a moment and think about that.

All righty then . . . are you still with us? If so, let's continue.

You must fully understand why you are doing what you are doing, have faith that it's correct, and know that in the end you will prevail. You must stay the course and follow through. If you deviate, you will lose. To make matters worse, you'll probably *still* spend an equal length of time (*or more*) in a jail cell. Remember, no matter what a public official says to you, promises you, or guarantees you, they only say what they say for their benefit – as a means to their end. If that requires lying to you, that's *exactly* what they will do.

You should also understand that there is no need to be rude during these encounters. You must simply view them as business.

The entire Accepted For Value process is a **business** procedure. This portion is *also* business. It is composed of four steps: three questions and one request. These four steps ALWAYS remain the same. Do NOT change the words. Do NOT try to “Make it better.” The request is NOT a demand.

Although this explanation will be from the perspective of a courtroom encounter, the principles and the four steps remain the same for *any* encounter initiated by a public official.

Usually, in a courtroom setting, the bailiff or the judge calls the case and you are expected to stand and walk inside the bar: to a table or a desk of some sort. Stand, but do NOT cross the bar. Instead, you should IMMEDIATELY ask your first question.

If the judge asks, “Are you the “defendant,” or “Are you Mr/Miss so and so?” DO NOT ANSWER ANY QUESTIONS . . . UNDER ANY CIRCUMSTANCES. Instead, you will perform a perfect “mirror image” right back to the judge (*thereby taking over the situation*) by asking your first question.

If the judge asks (*or orders*) you to step through the bar, say “I accept your offer,” and immediately ask your first question.

First question: “MAY I HAVE YOUR NAME?”

All commerce is conducted by agreement and the first item needed in an agreement is the name of the second party engaged in that agreement. That is exactly what you are doing. You are attempting to “write” an agreement.

The judge may not give his name. If the judge (*or any other public official*) fails to respond and stands mute, that action relinquishes control of the agreement to you. It also signifies the waiver of his rights, in reference to the agreement that he attempted to “write” when he summoned you forward.

If the judge does not give you his name, don’t belabor the point. By his silence he has essentially given you a default agreement. Move on to question two. If he does gives his name say “thank-you,” and continue on to question two.

Question two: “DO YOU HAVE A CLAIM AGAINST ME?”

Since a judge cannot prosecute anyone from the bench, he will probably say “no,” or will decline to answer all together. If he does not answer, don’t belabor the point. Again you will have his default agreement. Move on to question three.

If the judge answers “yes,” then you must demand that he be sworn in and testify under oath to the actual damage stated in the claim which he is pressing. Chances are he will not swear in. Move on to question three.

If he threatens you with contempt say, “I don’t want to be in contempt, I’m just trying to determine who has a claim against me. Do *you* have a claim against me?” At this point he may admit he has no claim. If he doesn’t answer, don’t belabor the point. As mentioned above, you will have his default agreement. Move on to question three.

Question three: “DO YOU KNOW ANYONE WHO HAS A CLAIM AGAINST ME?”

Notice the wording, “anyONE WHO” – not “anybody that” or “any person.” This is *very* important.

If either the judge or the prosecutor says anything to the effect, “The State of <whatever> has a claim against you,” you will say, “Is there anyone present to press the claim against me, in any alleged name other than their own?”

If the prosecutor (*or anyone else*) stands up to press the claim then you must demand that he be sworn in, and testify under oath as to the actual damage stated in the claim which he is pressing. Chances are nearly one-hundred percent that he will not swear in. If he doesn’t, then you will say “There are no claimants who have sworn in today, under penalty of perjury, with a first hand damage claim against me.” Now move on to step four: the request.

The request: “I REQUEST THE ORDER OF THE COURT BE RELEASED TO ME.”

Public officers act on the premise of legislative venue. They *must* have their authority delegated to them, and that delegation *must* be in writing . . . an Order.

The United States operates an “emergency” government, which basically consists of two parts: the apparent political side (*which actually operates upon the police power*); and the commercial *side* (*which is operated through the private/central/national federal reserve banking system*).

The office of the Secretary of the Treasury runs the commercial aspect of the “democracy.” Consequently, each and every act and action of the “emergency” government

has a corresponding parallel on it's commercial side. If a security is issued, i.e., a complaint, an information, a warrant, a citation, an invoice, etc., it all has commercial value attached to it. So, the Order that you requested would have to come from the Secretary of the Treasury.

The Secretary of the Treasury is the man with the liability for the bookkeeping. He is also the one who has set (*appraised*) the value of the security instrument. If there is no Order going back to the Secretary of the Treasury, the individuals acting as public officials have no authority to collect the debt. To attempt to do so would be acting as a rogue agent.

After asking the three questions and making the request that the Order of the court be released to you, the next thing you will say is: "It appears as though this public business is finished. Since there is no further public business for me to carry on, I am leaving." You have just given equitable notice to all parties present.

Now, turn and walk out.

If the judge says something to the effect of, "Stop that man!," stop immediately. Turn and face the judge. Then ask, "Sir, do you have a claim against me?" Then ask, "Do you know anyone who has a claim against me?" And finally, request the release of the Order of the court, followed by a repetition of your final statement: "It appears as though this public business is finished. Since there's no further public business for me to carry on, I'm leaving." Then, walk out **again**. Repeat this as often as necessary.

If the judge says something to the effect of, "I'll find you in contempt if you take one more step," stop immediately. Turn and face the judge and say, "Sir, I do not want to be held in contempt of court. Tell me what I have to do in order not to be held in contempt and I will do it, under protest and extreme duress. Also, I take exception to your command and reserve all my rights." Do not resist them. Everything they do, that you feel the need to resist, is usually done for the sole (*or at least predominant*) reason of intimidation and agitation. Do not allow yourself to be baited.

When you go into court like this you are exercising your rights under Public International Law, to determine what kind of business these people are trying to do with you. Under Public International Law private rights are recognized. You are there in your "public capacity."

As soon as you engage in a co-business venture, in their private business, you are in an **agreement**, and you are in **their** court, and everything proceeds. Remember, the U.S. Constitution states that no State shall pass any Law impairing the Obligation of Contracts.

The judge called the case in order to transact private business, in his private court. I'm sure many of you have heard a judge make the statement that it is **his** court. How true that is. But, you are not there to conduct his private business. You are there for your public appearance. You are **outside** the venue of the judges private business. Remember that. Only focus on what **you** are doing.

#1 MAY I HAVE YOUR NAME?

This means: I want to know with whom I am doing business.

#2 DO YOU HAVE A CLAIM AGAINST ME?

This means: Are we here on any public business?

#3 DO YOU KNOW ANYONE WHO HAS A CLAIM AGAINST ME?

This means: Public business, are you a witness?

#4 I REQUEST THE ORDER BE RELEASED TO ME.

This is a request to know who is behind the claim and by what authority are they attempting to collect the debt?

SOME THINGS TO REMEMBER:

Never answer questions. Do not follow the directives of the court, except as stated above. It's important that you understand what you are doing and that you follow all the way through. Below is an example of what can happen when you are not focused, or have not done your studies.

A gentleman walked into a courtroom with a toothpick in his mouth. He knew to ask the questions and request the release of the Order. He was doing fine, having no problem getting through the court encounter. Then, as he neared the end, he began to look a little confused as to how to continue. At that point the judge told him "Take that toothpick out of your mouth." The gentleman reached up and removed the toothpick from his mouth. The judge immediately instructed the Bailiff to seize the man and jail him for ten days, for contempt of court.

Do you see? When that gentleman followed the orders of the judge he relinquished his control, abandoned his claim, and traversed into the judge's private business, which is the business of the corporate state. The proper action would have been to leave the toothpick in his mouth and say, "Do you have a claim against me?"

You must learn this and understand why you're saying what you're saying (*and why you're not saying what you're not*). Perhaps just as important is to know who you are when you walk into a situation.

Many people say they are sovereigns, but few walk as though they are. YOU must KNOW who you are. YOU must KNOW you are a sovereign.

Ask yourself, what really is the difference between you and, let's say, the King of England (*if there was one*)? Or, what is the difference between royalty, in general, and you? What makes royalty . . . Royalty?

We believe the answer is simple. We believe the difference is, royalty ***believes*** they are royalty, and they make everyone else believe it, also.

Think about that!

—T·H·E P·R·O·C·E·S·S —

GETTING STARTED

BEFORE YOU DO ANYTHING with the Accepted For Value process, you must “activate” your Treasury Direct Account (TDA) in Washington, DC. To do that you will need a recent certified copy of your birth record. The reason we mention recent, is because many states did not (*until recently*) make copies of birth records on “note paper” and those copies did not have a “Certificate Number.” They were not “securities.”

More recently, however, the policy nationwide seems to be to make all copies of birth records – certified copies – on registered(?) “note paper.” If you have a certified copy of your birth record check to see if it has a certificate number of some sort (*some counties and or states place this number on the **back** of the certificate*). In any case, this will be the number of the certificate itself.

You will be using the record, registry, entry, etc. number – your birth number – followed by the certificate number, when you fill out and mail the two letters to the Secretary of the Treasury, Lawrence H. Summers, to activate your TDA.

You will also be needing a recent social security card, one that has red numbers on the back. These numbers usually start with the letter D, followed by eight digits. These numbers will be needed later in the process.

Again, before starting this process you will need:

- 1 A recent certified copy of your birth record, on note paper, with a certificate number.
- 2 A social security card with the red numbers on the back.

The Accepted For Value process starts with STEP 1: *The UCC-11*, found on the following page. This can be accomplished while waiting for the documents (*for those who do not already have them*) mentioned in **1** and **2** above.

Please turn the page.

THE UCC-11

CHECKING THE STRAW MAN FOR FILINGS

THE UCC-11 is a request for information. Although in *some* states the request may fall under a different section of the UCC, it is the same procedure . . . that is, you are requesting information about a DEBTOR. This could be anyone. As long as you fill out the form properly, and pay the required fee (*it's all about money – commerce*), you will get the information you requested. The information is a matter of public record.

In *this* case, however, we are only interested in obtaining debtor information which may pertain to our Straw Man. The reason is simple . . . these filings should be cleared before we file our UCC-1 – the next step in the process.

The UCC-11 is self-explanatory, since the instructions are right on the form. We ask that you now refer to the UCC-11 form on the following page.

UCC-11

STATE OF OREGON
Corporation Division – UCC
255 Capitol Street NE, Suite 151
Salem, OR 97310-1327
(503) 986-2200 Facsimile (503) 373-1166
<http://www.sos.state.or.us/corporation/corphp.htm>

REQUEST FOR INFORMATION OR COPIES

Search includes UCC, EFS, and ASL programs.

PLEASE TYPE OR PRINT LEGIBLY. READ INSTRUCTIONS BEFORE FILLING OUT FORM.

1. TYPE OF SEARCH

Please check one box:

- ☐ INFORMATION REQUEST \$10.00 per name
- ☐ INFORMATION REQUEST WITH COPIES \$15.00 per name
- ☐ INFORMATION REQUEST WITH COPIES UPDATE FROM ____/____/____ \$15.00 per name
- ☐ DOCUMENT NUMBER REQUEST \$5.00 per number
List document numbers below:

- ☐ STATE SEAL CERTIFICATE \$15.00 per number
List document numbers below:

2. REQUESTING PARTY

Contact Name: _____ Daytime Phone No.: _____

Return Search to (list name and address):

Name _____

Address _____

City, State, Zip _____

Fax Number _____

3. SEARCH CRITERIA

DEBTOR NAME SEARCH (last name, first name):

DEBTOR MAILING ADDRESS (Optional. If left blank, all addresses will be included.):

INSTRUCTIONS

SECTION 1 – TYPE OF SEARCH

Information Request will list the file number, the date, and secured party/assignee. Provide certified list of active filings naming the debtor in Section 3.

Information Request with copies will give you the above information plus copies of the filings themselves. This will give you all the information for the filings we have in our records.

Searches are completed to show all filings that are effective on the certification date. Searches include UCC, EFS, Federal Tax, and ASL Liens, unless otherwise specified.

Update search from date specified to present.

SECTION 2 – RETURN NAMES AND ADDRESSES

Listing a telephone number and contact name will allow the Search Officer to contact you in case of questions concerning your request.

EFS oral confirmation is available, if requested. Indicate your return address.

SECTION 3 – HOW YOU LIST THE DEBTOR NAME WILL AFFECT YOUR RESULTS

For our purposes, husbands and wives, proprietors, and dba's are considered separate names (John and Mary Smith are two names, Mark Jones dba Jones Farms are two names, etc.).

Individual names often have slight variations in the file listings.

MIDDLE INITIAL/MIDDLE NAME

You may request a search on an individual that includes both with and without their middle name/initial, without being charged for an additional name. This is done by placing the middle initial and/or name in parentheses, as in these examples: John (W) Smith, Mary (S)ue Jones, George (Mark) Jacobsen. You would then receive all filings that show the individuals' first and last name, and also those that show the middle name/initial information you provided. Your search would not show filings that listed a different middle name/initial than you gave.

YOUR SEARCH WILL BE LIMITED BY THE ADDRESS SHOWN

If you list an address, the Search Officer will only show those filings that list that address. You may also limit the search to addresses in specified towns, but may not limit the search by counties or area.

FEES. See Section 1 above.

Make check payable to "Corporation Division."

If paying with VISA or MasterCard, include your card number and expiration date.

No. _____ Exp. Date ____ / ____

STEP II (A)

THE NON-NEGOTIABLE CHARGE BACK

THE FIRST STEP in the Accepted For Value process is the Non-Negotiable Charge Back. This letter of wishes (*instructions*) will be sent to the Secretary of the Treasury, Lawrence H. Summers, accompanied by the Non-negotiable Bill of Exchange and the copies of the Birth Certificates we will address in a few moments.

But first, this is probably as good a time as any to mention that the words non-negotiable should be on **EVERYTHING** you produce in this process. Please don't confuse non-negotiable, as in "not able to deposit or transfer," with the non-negotiable we use throughout the Accepted For Value process.

Non-negotiable, in the context we are using it, means the terms of the agreement are not negotiable. For example: You need your house painted and I offer to paint it in three days, for \$1,200.00. You ask if I will do it for \$1,100.00 and I tell you its non-negotiable. That means it's not up for discussion. It also means no one else can enter into the agreement: you can't have your neighbor come in and start bargaining for you. Non-negotiable means: **This is a PRIVATE (*only between the parties*) agreement/contract. No one else can enter (*indorse*). The terms of the agreement/contract are not up for discussion/negotiation.** We hope you understand this, because it is a *VERY* critical and important part of the process.

Let's get back to the Non-negotiable Charge Back. A sample of this document is on page 6. You may retype the letter, recompose it on a computer, or use the generic form found at the back of this book. Whichever method you choose, you must fill in the blanks as follows.

- 1 Enter the date you will be mailing the document.
- 2 Enter your social security # without the hyphens – this is your employer I.D. number. You are the employer, the holder in due course of the Straw Man.
- 3 Enter the same number as in #2.

- 4 Enter \$1,000,000.00 (*one million*) times each birth certificate you are attaching to this letter. Example: A man, his wife and two non-adult, unmarried children at home would be four certificates x \$1,000,000.00 = \$4,000,000.00 (*four million*).
- 5 Enter the number from the red Registered sticker you will be placing on the envelope with your Registered mailing. Most post offices will give you the number in advance (*since they are no longer restricted*) if you explain that the number is needed in advance because it is referenced within the letter to the Secretary. This is the number you will use from now on, whenever any reference is made to "Posted Registered Account" in any future document.
- 6 Enter the birth registry number, followed by a hyphen, followed by the certificate number found on each of the certificates referenced in #4 above. You may preface these numbers with your initials if you wish, although it is not necessary. Example: Your name is John Adam Smith and your birth registry number is 24178. The certificate number is 49238516. The invoice number would either be #JAS24178-49238516 or simply #24178-49238516. Whichever method you choose, you will list the numbers found on each of the birth certificates you included in #4 above.
- 7 Sign your full name, using ***no*** initials. This is the name of the real man or woman.
- 8 Print/type your full name. Again, use ***no*** initials.
- 9 Enter your employer I.D. number. This is the same number as in 2 and 3 above.
- 10 Enter your mailing location. In order to maintain as great a difference between the Straw Man and you, we suggest using the international (*non federal*) format. Use c/o before the street number, place the zip [in brackets] in front of the city, and place the state, in ALL CAPS, on the fourth line. This is the format used for international addresses, and since the real man and woman are outside the federal zone this address format should apply.

John Adam Smith
c/o 123 Spring Street
[54321] Big City
ANYSTATE
- 11 Enter your phone number.
- 12 Enter the same numbers as in #6 above. You will also attach (*include*) COPIES of each of the birth certificates referenced.

When you have completed the non-negotiable charge back, sign it (*in blue ink, so as to identify the original*) and make two copies: one for your file and the other (*the copy*) you will send, by Registered mail, to the Secretary of the Treasury, Lawrence H. Summers. In the same envelope you will also include a copy of the Non-negotiable Bill of Exchange, which will be addressed in STEP II (B), on page 7.

Non-negotiable Charge Back

1 (date)

John Snow, Secretary
Department of Treasury
1500 Pennsylvania Avenue NW
Washington, DC 20220

Dear Mr. Secretary:

Enclosed you will find a copy of the Registered Security which I have sent to you to open my Treasury Direct Account. I accept for value all related endorsements in accordance with both UCC 3-419 and HRJ-192. Charge my Treasury Direct Account, Employer Identification Number 2 (your SS# w/o hyphens) for the registration fees and command the memory of account number 3 (same as #2) to charge the same to the debtor's Order or your Order.

The total amount of this NON-NEGOTIABLE ACCEPTANCE FOR VALUE in the enclosed filing is 4 (\$1,000,000 per birth certificate).

Posted Registered Account # 5 (Registered mail #)
Invoice # 6 (birth/registrv & certificate #)

Pre-paid – Preferred Stock
Priority – Exempt from Levy

Res/In Rem

7 (signature)

8 (print/type name)

Employer I.D. # 9 (same as #2 & #3)

Trustee, but not Individually

10 (non-federal address format)

11 (phone #)

Attachments: 1) Non-Negotiable Bill of Exchange
2) Copy of Birth Certificate: 12 (same as #6)

cc: file

STEP II (B)

THE NON-NEGOTIABLE BILL OF EXCHANGE

THE NON-NEGOTIABLE BILL OF EXCHANGE is, basically, a letter to the Secretary of the Treasury, informing him of your wishes to have certain documents processed and how you would like that to be accomplished. The documents (*Non-negotiable Charge Back and copies of the Birth Certificates*) will be attached to (*included with*) this Non-negotiable Bill of Exchange. This part of the process activates your Treasury Direct Account.

The sample, found on the following page, will be completed in much the same way as the previous document – the Non-negotiable Charge Back. Again, you may retype the letter, recompose it on a computer, or use the generic form found at the back of this book. Whichever method you choose, you must fill in the blanks as follows.

- 1 Enter the date you will be mailing the document.
- 2 Enter the same amount as you did for #4 on the Non-negotiable Charge Back.
- 3 Enter your social security # without the hyphens – this is your TDA number.
- 4 Enter the same number as in #3.
- 5 Enter the number from the red Registered mail sticker. We remind you, this is the number you will *always* use . . . *whenever* you refer to your Posted Registered Account.
- 6 Sign your full name, using *no* initials. This is the name of the real man or woman.
- 7 Print/type your full name. Again, use *no* initials.
- 8 Enter your employer I.D. number. This is the same number as in 3 and 4 above.
- 9 Enter your mailing location, the same as you did on the Non-negotiable Charge Back . . . using the international (*non federal*) format.

John Adam Smith
c/o 123 Spring Street
[54321] Big City
ANYSTATE

- 10 Enter your phone number.
- 11 Enter the same numbers as in #6 on the Non-negotiable Charge Back.

When you have completed the Non-negotiable Bill of Exchange, sign it (*in blue ink, so as to identify the original*) and make two copies: one for your file and the other (*the copy*) you will include in the envelope with the Non-negotiable Charge Back. Also place COPIES of the Birth Certificates identified in #11 on the previous page.

Send the envelope, REGISTERED mail, **return receipt requested** (*you want the green card showing it was received*), to:

Lawrence H. Summers, Secretary
Department of the Treasury
1500 Pennsylvania Avenue NW
Washington, DC 20220

Reviewing the documents in the envelope you will have:

- 1 A copy of the signed Non-negotiable Charge Back
- 2 A copy of the signed Non-negotiable Bill of Exchange
- 3 A copy of each of the Birth Certificates identified in #6 of the Non-negotiable Charge Back.

You have now completed Step II of the Accepted For Value process and will have established your Treasury Direct Account.

The next is Step III, completing and filing your UCC-1.

Please turn to page 10.

Non-negotiable
BILL OF EXCHANGE

(In Accord with HJR-192)

1 (date)

John Snow, Secretary
Department of the Treasury
1500 Pennsylvania Avenue NW
Washington, DC 20220

Re: "CHARGE BACK" of Personal Treasury Direct Account

Dear Mr. Snow:

Enclosed are documents (*copies*) from my examination of my Commercial Agreements, which are listed on the enclosed (*accounting*) with receipts and other evidence which I accept for value, with all related endorsements (*front and back*) to include those in accord with UCC 3-419. The total amount of the NON-NEGOTIABLE CHARGE BACK enclosed is 2 (same as #4 on the charge back).

Please charge back to my Treasury Direct Account 3 (SS# w/o hyphens) for the same value and charge my account for the fees necessary for securing and registration (*for the priority exchange for the exemption to discharge the public liability*) of my personal possessions, and command the memory of account 4 (same #3 above) to charge the same to debtor's Order or your Order.

This POSTED Registered Account 5 (same as #5 on the charge back), fund, which is part of my tax estimate, is directed for use (*priority*) for the Republic (*Article IV, Section 4 of the United States Constitution*) in accord with public policy HJR-192 (*discharge of the public debt*).

I instruct you, John Snow, Secretary and/or your Deputy-in-Charge to take my acceptance (*BA*), this Article VII receipt, in exchange for the tax exemption priority. This "NON-NEGOTIABLE BILL OF EXCHANGE," in accordance with HJR-192, is presented for the receiver to the Federal Window for settlement (*EFI*) within the three (3) day Truth-in-Lending time for settlement of retail agreements.

With this POSTED transaction the CHARGE BACK charge, documented by the enclosed forms for use by the Republic, is complete.

If you need information or assistance charging my Account, you may write or call.

Yours truly,

6 (signature)
7 (print/type name)
8 Employer I.D. 8 (# same as 3 & 4)
Trustee, but not Individually
9 (non-federal address format)
10 (phone #)

Attached Invoice Number: 11 (same as #6 on the Non-negotiable Charge Back)

cc: file

STEP III: *THE UCC-1*

AT THIS POINT we're ready to file our UCC-1 Financing Statement. Before we get into it, however, it should be noted that the UCC-1 is one of the few (*actually we know of no other*) contracts in the world that can not be broken, and the power of this document is nothing short of awesome. That having been said, let's move on.

The UCC-1 is the document that gives you control of the Straw Man, the Debtor, and makes you the Secured Party of the Debtor. You will be the holder in due course of the Straw Man and ALL PROPERTY THE STRAW MAN POSSESSES.

Just as important, is the fact that once *you* become the holder in due course – the Secured Party of the Debtor – no one, private or governmental, can come against you, the real man or woman, using (*through*) the Straw Man. You will have broken the connection that *fictional* government had to the real you – the *living* man or woman. You will be **FREE!**

The UCC-1 form varies in layout and format from state to state. The information required to complete the form, however, is the same (*with minor exceptions*) on all forms . . . including the National form. NOTE: Some states do not accept the National form. If it is your intent to use the National form you should check with the Secretary of State's office in the state in which you intend to file. You can also write or call the Secretary of State's office and ask that they send you the forms you desire. They should be free of charge. Or, you might choose to go on-line and print the form from the web-site. The links to all fifty states can be found on The American Voice web site at www.mind.net/tabpaperok/uccforms.html and you can select the state of your choice. You can also get the forms (*usually*) at most office supply stores. Now, on with the UCC-1.

The sample UCC-1 (*we have used Oregon's form*) can be found on page 10. The various sections on the form require accurate information. Please pay close attention to the spelling (*no initials in certain sections*), the arrangement of words (*as with the Debtor, last*

name first) and/or the case (*UPPER or lower*) used. An example would be the name of the Straw Man in the Debtor section – ALL CAPS, and last name first. THIS IS IMPORTANT.

To complete the UCC-1, enter the following information.

- 1 Enter the Straw Man as Debtor. Enter the name in ALL CAPS, with the last name *first*. Remember, this is not YOU. It is the *fictional*, government created person with a name similar to yours. It is the Straw Man.
- 2 Enter your social security number. This is actually the social security number of the Straw Man, so use the hyphens.
- 3 Enter the address for the Debtor/Straw Man. This will be in the federal zone, so DO NOT use c/o and DO abbreviate the state, i.e. OR, PA, FL, KS, CA, etc..
- 4 Enter YOUR name as the Secured Party. This will be your FULL name, with NO initials and use Upper And Lower Case Letters.
- 5 Enter YOUR address, using the same international format as was used on the Non-negotiable Charge Back and Bill of Exchange. You want the difference between the Straw Man and you to be as great, and as obvious, as possible.
- 6 Enter any name you desire, bearing in mind that should the Secretary of State's office call they will not be told "no such person here."
- 7 Enter your phone number, again bearing in mind that it should be a number where you can be reached.
- 8 Sign the Debtor/Straw Man's name – last name *first*.
- 9 Sign YOUR name – exactly as displayed in #4 above.
- 10 Enter your name, as in #4 above.
- 11 Enter your address, again using the international format used in #5 above.
- 12 In Section F, only place a check in the two boxes which are circled.
- 13 Also in Section F, at a point near the arrow, enter the following information:
 - a Birth Certificate numbers (*the same as under #6 on the Non-negotiable Charge Back*).
 - b Treasury Direct Account # (*the same as under #2 on the Non-negotiable Charge Back*).
 - c Employer Identification # (*the same as under #2 on the Non-negotiable Charge Back*).
 - e Marriage Certificate # (*if you are married*).

NOTE: DO NOT LIST ANYTHING ELSE IN THIS SECTION OF THE UCC-1.

All other additions will be made at a later time, with the use of a UCC-3.

- 14 At a point near the arrow, add the two paragraphs found below the number 14. DO NOT CHANGE THE WORDING.

This completes the UCC-1. Mail it, with the proper fee, to the Secretary of State, UCC Division. If necessary, call for the correct address.

UCC-1

STATE OF OREGON
Corporation Division – UCC
255 Capitol Street NE, Suite 151
Salem, OR 97310-1327
(503) 986-2200 Facsimile (503) 373-1166
<http://www.sos.state.or.us/corporation/corphp>

STATE FINANCING STATEMENT STANDARD FORM

PLEASE TYPE OR PRINT LEGIBLY. READ INSTRUCTIONS BEFORE FILLING OUT FORM.

This Financing Statement is presented to filing officer pursuant to the Uniform Commercial Code. This financing statement remains effective for a period of five years from the date of filing, unless extended for additional periods as provided for by ORS Chapter 79. A carbon, photographic, or other reproduction of this form, financing statement, or security agreement may be filed as a financing statement under ORS Chapter 79.

A. DEBTOR NAME(S) (If individual, list last name first.)

1. 1 (Straw Man) 2 (SS#)

2.

3.

DEBTOR MAILING ADDRESS: (use federal zone)

B. SECURED PARTY(IES) NAME AND ADDRESS

4 (use Title Case for your name)

5 (use international format)

Contact Name: 6 (any name) Phone No.: 7 (your phone #)

C. ASSIGNEE(S) NAME AND ADDRESS (if any)

Contact Name: _____ Phone No.: _____

D. DEBTOR SIGNATURE(S) REQUIRED

By: _____ By: _____

By: _____ By: _____

E. DEBTOR SIGNATURE(S) NOT REQUIRED. If applicable, check the appropriate box below to file without debtor signature(s). This statement is filed without the debtor signature(s) to perfect a security interest in collateral. **Secured Party must sign**, when debtor signature(s) is not required. See instructions for further information.

- ☐ Collateral already subject to a security interest in another jurisdiction.
- ☐ Which is proceeds of the described original collateral which was perfected.
- ☐ Collateral as to which the filing has lapsed.
- ☐ Collateral acquired after a change of name, identity, or corporate structure of debtor sign same as #4

By: _____ By: _____
Secured Party Signature Secured Party Signature

F. DESCRIBE THE COLLATERAL (ORS 79.4020).

☒ PRODUCTS of collateral are also covered.

☐ DEBTOR is a transmitting utility

☒ ALL PROCEEDS, products, accounts and fixtures, and the Orders therefrom, are released to the Debtor.

13

14

IN REFERENCE TO the entry of the Debtor in the commercial Registry and the collateral listed in Section F above, all property is accepted for value and is exempt from levy.

THIS FILING is in accord with Public Policy HJR-192 and UCC 10-104.

RETURN ACKNOWLEDGMENT LETTER TO: (Include name, address, and identifier for the debtor listed above. You may include collateral identifier limited to eight characters. REFER TO INSTRUCTION, NUMBER 5.) Please do not type or print outside of bracketed area.

10 (use same name as 4)

11 (use international format)

FEES

Make check for \$10.00 payable to "Corporation Division."

NOTE: Filing fees may be paid with VISA or MasterCard. The card number and expiration date should be submitted on a separate sheet of paper for your protection.

DO NOT SUBMIT DUPLICATES OF THIS FILING OR ITS ATTACHMENT

STEP IV: *THE UCC-3*

AT THIS POINT you have already filed your UCC-1 Financing Statement and have received the confirmation and assigned number.

The UCC-3 is the form to use to continue, release or amend the filed UCC-1 and also stays in effect for five (5) years as does the UCC-1. At this time, for the purposes of this process, you will be using the UCC-3 to amend your filed UCC-1.

This is the document that you will include, as collateral, the rest of the Straw man's property. You should file this document as soon after you receive confirmation and number as possible.

You will include ALL property that is or can be identified by a number. Some examples are a vehicle Certificate Of Title Number, Vehicle Identification number (VIN), Land Patent Number, Warranty Deed number, etc. All property not identified by a number (most household goods) can be identified by assigning each piece of property a number and attaching that number to it. For example: Kitchen table, #K01234. A sticker could be placed on the underside of the table with that number on it. Be sure to keep a list with all corresponding numbers.

Just as with the UCC-1, the UCC-3 form also varies in layout and format from state to state. The information required to complete the form, however, is the same (*with minor exceptions*) on all forms . . . including the National form. NOTE: Some states do not accept the National form. If it is your intent to use the National form you should check with the Secretary of State's office in the state in which you intend to file. You can also write or call the Secretary of State's office and ask that they send you the forms you desire. They should be free of charge. Or, you might choose to go on-line and get the form. You can find links to all fifty states on The American Voice web site at: www.mind.net/tabpaperok/uccforms.html. From the web-site you can select the state of your choice. You can also get the forms (*usually*) at most office supply stores. Now, on with the UCC-3.

The sample UCC-3 (*we have used Oregon's form*) can be found on the next page. The various sections on the form require accurate information. Please pay close attention to the spelling (*no initials in certain sections*), the arrangement of words (*as with the Debtor, last name first*) and/or the case (*UPPER or lower*) used. An example would be the name of the Straw Man in the Debtor section – ALL CAPS, and last name first. THIS IS IMPORTANT.

To complete the UCC-3, enter the following information.

- 1 Enter the filing number you received from the Secretary of State, Corporation Division – UCC.
- 2 Place a check mark in the box indicated by the arrow, next to “AMENDMENT.”
- 3 Describe the collateral to be added (*amended*) to your UCC-1. Check the boxes for “Products of collateral” and “transmitting utility.” If the form from your State does not contain a these boxes, simply add them (*originally, the “transmitting utility” box was being used on the UCC-1 until difficulties were encountered during the initial filing process*).
- 4 Complete the rest of the UCC-3 as you did the UCC-1 (*refer to the previous page*).

This completes the UCC-3. Mail it, with the proper fee, to the Secretary of State, UCC Division. If necessary, call for the correct address.

UCC-3

STATE OF OREGON
Corporation Division – UCC
255 Capitol Street NE, Suite 151
Salem, OR 97310-1327
(503) 986-2200 Facsimile (503) 373-1166
<http://www.sos.state.or.us/corporation/corphp.htm>

STATEMENT OF TERMINATION, CONTINUATION, ASSIGNMENT, RELEASE, AMENDMENT

PLEASE TYPE OR PRINT LEGIBLY. READ INSTRUCTIONS BEFORE FILLING OUT FORM.

This Financing Statement is presented to filing officer pursuant to the Uniform Commercial Code. This financing statement remains effective for a period of five years from the date of filing, unless extended for additional periods as provided for by ORS Chapter 79. A carbon, photographic, or other reproduction of this form, financing statement, or security agreement may be filed as a financing statement under ORS Chapter 79.

A. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

No.: 1 (UCC-1 #) Date Filed: (UCC-1 date)

B. TYPE OF AMENDMENT (CHECK ALL BOXES THAT APPLY).

- ☐ TERMINATION (NO FEE). The Secured Party certifies that they no longer claim interest under the financing statement bearing the file number shown in SECTION A.
- ☐ CONTINUATION. Submitted within six months prior to expiration date.
- ☐ ASSIGNMENT. The Secured Party assigns to the Assignee whose name and address is shown in SECTION E and bearing the file number shown in SECTION A.
Choose one: ☐ Full assignment ☐ Partial assignment
- ☐ RELEASE. RELEASE DOES NOT TERMINATE DEBT. From the collateral described in the financing statement bearing the file number shown in SECTION A, the Secured Party releases the following: (describe in SECTION G)
Choose one: ☐ Release of all Collateral ☐ Partial release
- ☒ AMENDMENT. Financing statement bearing file number shown in SECTION A is amended as described in SECTION G. Signature of Debtor required in most cases.

G. AMENDMENT INFORMATION

Use this area to list collateral to be Released, Amendment description, and other information.

- ☐ PRODUCTS of collateral are also covered.
- ☐ DEBTOR is a transmitting utility

3 (list collateral)

C. DEBTOR NAME(S)

1. (Straw Man) (SS#)

2.

3.

DEBTOR MAILING ADDRESS: (use federal one)

D. SECURED PARTY(IES) NAME AND ADDRESS

(use Title Case for your name)

(use international format)

Contact Name: (any name) Phone No.: (your phone #)

E. ASSIGNEE NAME AND ADDRESS (if any)

Contact Name: _____ Phone No.: _____

F. SIGNATURES. In accordance with ORS Chapter 79, ALL SECURED PARTIES must sign UCC-3 Filings.

By: (sign same as D. above)

By: (sign same as C. above)

By: _____

By: _____

RETURN ACKNOWLEDGMENT LETTER TO: (Include name, address, and identifier for the debtor listed above. You may include collateral identifier limited to eight characters. REFER TO INSTRUCTION, NUMBER 7.) Please do not type or print outside of bracketed area.

(use same name as D.)

(use international format)

FEES

Make check for \$10.00 payable
to "Corporation Division."
No Fee for Termination.

NOTE: Filing fees may be paid with VISA or MasterCard.
The card number and expiration date should be submitted
on a separate sheet of paper for your protection.

DO NOT SUBMIT DUPLICATES OF THIS FILING OR IT'S ATTACHMENTS.

THE AFV STAMP

YOU MAY PRODUCE your own “Accepted For Value” stamp in many ways – the text may even be hand-written across a document. An example of the stamp is displayed below, and it has been included in this manual to give the reader a visual guide of the shape and design rather than giving only the text. The stamp (*or hand-written text*) is of paramount importance to the Accepted For Value process. We suggest you obtain your own stamp and/or learn the text as soon as possible.

To obtain your own stamp (*using the sample below*) you may:

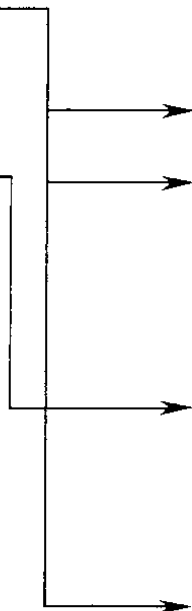
- 1) Construct the “stamp” on a computer (*do NOT place a “box” around it*); OR,
- 2) Take the sample to a photo copy shop and have it copied onto a sheet of clear plastic – also called a transparency. If you choose to use this method, you will have to “white out” the numbers on the sample (*referred to in the NOTE below*), and replace them with your numbers (*again, NO box*); OR,
- 3) Take the sample to a professional and have a stamp made (*without a box*) — most copy shops offer this service.

NOTE:

There are three places on the stamp with the number 123456789.

This is the place where you will put ***your social security #***, without the hyphens.

In place of the number 987654321 you will put the number from ***your Registered*** mailing to the Secretary of Treasury, Lawrence H. Summers.



CHARGE BACK	
Non-Negotiable	
I ACCEPT FOR VALUE all related endorsements (front and back) in accord with HJR-192 and UCC 3-419. Charge Treasury Direct Account #123456789 for the registration fees and command the memory of account #123456789 to charge the same to the debtor's Order or your Order.	
NOTICE: THIS PROPERTY IS EXEMPT FROM LEVY	
Posted Registered Account #R987654321	
Date _____	
Invoice # _____	Value _____
Signature _____	
Employer Identification #123456789	

USING THE AFV STAMP

THE ACCEPTED FOR VALUE STAMP may be used in a number of ways, depending upon the particular “type” or “form” of stamp used: computer generated, transparency, or a physical stamp. You will place the “stamp imprint” will be placed on the document (*presentment*) which you received and are going to return (*return to the person who sent it*).

NOTE: Always place the “Accepted For Value” stamp on a ***COPY*** of the document (*in a location where the document can still be read*) and ***ALWAYS*** keep the original document (*unstamped*) in your files, along with a **copy** of the stamped version.

You may use (*but are not limited to*) one of the following.

- A. Create a stamp on your computer and save it. Whenever you want to “stamp” a document you can then place a copy of the document in the computer’s printer and print the “stamp” directly onto the document. If a color printer is being used the “stamp” may be printed in red – so it will stand out. Care should be taken regarding the location of the “stamp” and it should be moved to a position on the screen so the document can still be read. You should print out a test page and check the location of the “stamp” against the document itself.
- B. If you use a transparency “stamp” simply place it over the original document (*again, take care regarding the position*) and make at least two copies (*one is for your files*). You will still have the original (*unstamped*) document. You might want to trim the transparency so the “stamp” may be easily positioned when making your copies.
- C. Using a physical stamp really needs no explanation, other than a reminder to place the stamp in a location where the document can still be read.

Now you need to attach a Notice of Acceptance to the document you have just stamped Accepted For Value. Please turn the page.

NOTICE OF ACCEPTANCE

ONCE THE PRESENTMENT you received has been properly “stamped” Accepted For Value, a Notice of Acceptance must then be properly completed, attached to the item being returned, and sent Certified mail, Return Receipt Requested (*you want the green card signed and returned to you*).

This notice gives very specific instructions to the person who sent the document (*presentment*) to you. These instructions are necessary, in order that the person understands what they are required to do, and what will happen if they choose to not comply.

A sample of the Notice of Acceptance can be found on the page following these instructions. A Blank document may be found in the back of this manual, in the section titled Forms and Documents.

Completing the Notice of Acceptance is relatively simple. Insert in space:

- 1 The date. Without abbreviation, write out the name of the month. Example: June; October; etc.. Write the number of the day, followed by a comma and then the full year. Example: August 1, 1999.
- 2 The name and the title/position of the person who signed the document you received, or the head of the department sending it if no name is present. You may need to contact the department to ascertain the information. Fill it in as it appears on the document or based upon the information you receive from the department.
- 3 The street address of the person in #1 above, written in exactly the same way as it is on the original document you received.
- 4 The city, state and zip code of the person in #1 above, written in exactly the same way as it is on the original document you received.
- 5 The title (*or description if no title is available*) of the document sent to you – which you are accepting for value. **Example:** DOE COUNTY TAX ASSESSMENT; “STATE” UNIFORM TRAFFIC CITATION AND COMPLAINT; etc. Following that, in parentheses, state: (See attached Acceptance). **Note:** You will attach (*staple*) a **copy** of the original document you received, which you have now stamped with the Accepted for Value ‘stamp.’
- 6 The same as #2 above.
- 7 The date on the document/presentment you received. If no date is present, use the postmark. If no postmark is available use the date you actually received the original

document. If none of the above is available, contact the agency which sent the original document and request they disclose the date the document was created or sent to you.

- 8 The name of the state you are in.
- 9 Sign your name, including any separating punctuation described in #10 below.
- 10 Your name. This is your name, so be sure to use upper and lower case letters. We also suggest the use of some sort of separation between names, to provide a greater distinction between your name and the representation of the STRAW MAN. **Example:** Instead of John Quincy Public you might use John-Quincy: Public — which, by the way, is the correct way to write out a compound noun (*names are compound nouns*).
- 11 Your street location. **Note:** Use c/o before the street number or Post Office Box number (*spell out Post Officer Box*). To create a distinction between your mailing location (*outside the federal zone*) and the Straw Man's address (*inside the federal zone*), we suggest using an "international" format (*since the United States is foreign to the 50 separate states*). See example following #13 below
- 12 [Zip] and then your city (*spell out the city, no abbreviations*).
- 13 The STATE (*in CAPS and also no abbreviations*). See example below.

Example: c/o 123 Cherry Street [54321] Your City STATE	Note: Use c/o before the street or Post Office Box Note: International format places the zip before the city Note: International format places the country (<i>state</i>) on the 4 th line, in all CAPS
---	--

NOTE: Make a copy of the Notice of Acceptance (*after you have signed it*) for your files.

Non-negotiable Notice of Acceptance

1 (date)

2 Their Name, Title/Position

3 Their Street Address

4 Their City, State and Zip

RE: 5 Whatever document you Accepted For Value

NOTICE is hereby given to 6 (same as #2), who is making a public offering in the Notice dated 7 (date on the document you received). Your Fiduciary Tax Estimate and your Fiduciary Tax Return are required for doing business in the local community in the operation of a commercial vehicle of my ownership.

The numbers mentioned above must be registered with the State of 8 (name of state) for proving financial liability. Please provide me with these ID numbers by return mail.

The use of my name is the commercial vehicle (STRAW MAN) you are offering to obtain exempt priority status. Also, by using my name for registered tax exemptions you are making a private claim, thereby making those ID numbers a requirement for my indemnity from any harm.

You have three (3) days from the date of the receipt of this NOTICE to respond to me with the above identified numbers. This is in accord with the Truth-in-Lending requirement (Public Policy).

Dishonor will be the result of your failure to respond.

Awaiting your timely response I remain,

Yours truly,

9 Your signature

10 Your print name

11 Your street

12 [Zip] City

13 STATE

encl.

cc: file

SECOND NOTICE

THREE DAYS AFTER you get the green card back from the first Notice of Acceptance, you will send your **Second Notice** – attaching (*including*) a **Form W-9** (*along with the instruction page*). The Form W-9 and the instructions can be found on pages 23 and 24.

This Notice of Acceptance, **Second Notice**, is identical to the first Notice of Acceptance. The only difference is it is a *second* Notice. You will also add the reference to the first Notice, and the date it was mailed, in space #5. A sample of the Notice of Acceptance, Second Notice can be found on the following page.

This Notice of Acceptance, Second Notice will also be mailed Certified, Return Receipt Requested (*again, you want the green card signed and returned*). Remember to include the blank Form W-9 (*with the instruction page*) when you mail the Second Notice.

NOTE: Make a copy of this Notice of Acceptance, Second Notice, for your files (*after you have signed it*).

Non-negotiable Notice of Acceptance Second Notice

1 (date)

2 Their Name, Title/Position

3 Their Street address

4 Their City, State and Zip

RE: Notice of Acceptance, dated 5 (date the notice was mailed)

NOTICE is hereby given to 6 (same as #2), who is making a public offering in the Notice dated 7 (date on the document you received). Your Fiduciary Tax Estimate and your Fiduciary Tax Return are required for doing business in the local community in the operation of a commercial vehicle of my ownership.

The numbers mentioned above must be registered with the State of 8 (name of state) for proving financial liability. Please provide me with these ID numbers by return mail.

The use of my name is the commercial vehicle (STRAW MAN) you are offering to obtain exempt priority status. Also, by using my name for registered tax exemptions you are making a private claim, thereby making those ID numbers a requirement for my indemnity from any harm.

You have three (3) days from the date of the receipt of this NOTICE to respond to me with the above identified numbers. This is in accord with the Truth-in-Lending requirement (Public Policy).

Dishonor will be the result of your failure to respond.

Awaiting your timely response I remain,

Yours truly,

9 Your signature

10 Print your Name

11 Your Street

12 [Zip] City

13 STATE

encl.

cc: file

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do NOT
send to the IRS.

Please print or type

Name (If a joint account or you changed your name, see **Specific Instructions** on page 2.)

Business name, if different from above. (See **Specific Instructions** on page 2.)

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How To Get a TIN** on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

OR

Employer identification number

--	--	--	--	--	--	--	--	--	--

List account number(s) here (optional)

Part II For Payees Exempt From Backup Withholding (See the instructions on page 2.)

Part III Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification instructions.—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign
Here

Signature ▶

Date ▶

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are an exempt payee.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What Is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding

include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive **will** be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. The IRS tells the requester that you furnished an incorrect TIN, or
3. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
4. You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only), or

5. You do not certify your TIN when required. See the Part III instructions on page 2 for details.

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure To Furnish TIN.—If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil Penalty for False Information With Respect to Withholding.—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal Penalty for Falsifying Information.—Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs.—If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name.—If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole Proprietor.—You must enter your **individual** name as shown on your social security card. You may enter your business, trade, or "doing business as" name on the **business name** line.

Other Entities.—Enter the business name as shown on required Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or "doing business as" name on the business name line.

Part I—Taxpayer Identification Number (TIN)

You must enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How To Get a TIN** below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, using your EIN may result in unnecessary notices to the requester.

Note: See the chart on this page for further clarification of name and TIN combinations.

How To Get a TIN.—If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5** from your local Social Security Administration office. Get **Form W-7** to apply for an ITIN or **Form SS-4** to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676).

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester. Other payments are subject to backup withholding.

Note: Writing "Applied For" means that you have already applied for a TIN **OR** that you intend to apply for one soon.

Part II—For Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are **not** exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the separate Instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester a completed **Form W-8**, Certificate of Foreign Status.

Part III—Certification

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

1. Interest, Dividend, and Barter Exchange Accounts Opened Before 1984 and Broker Accounts Considered Active During 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, Dividend, Broker, and Barter Exchange Accounts Opened After 1983 and Broker Accounts Considered Inactive During 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item **2** in the certification before signing the form.

3. Real Estate Transactions. You must sign the certification. You may cross out item **2** of the certification.

4. Other Payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services (including attorney and accounting fees), and payments to certain fishing boat crew members.

5. Mortgage Interest Paid by You, Acquisition or Abandonment of Secured Property, Cancellation of Debt, or IRA Contributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends,

and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ¹
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.



NOTICE OF TRANSFER & BILL OF EXCHANGE

ONCE THE PRESENTMENT you received has been properly “stamped” Accepted For Value and, with a Notice of Acceptance attached, has been returned to the person who sent it to you – and a Second Notice (*with a Form W-9 attached*) has also been sent – and you have not received a response to any of them (*the proper adjustment has not been made*), it is time to send a Notice of Transfer and a Bill of Exchange. NOTE: This is NOT the same Bill of Exchange you sent to the Secretary of the Treasury!

The Notice of Transfer is exactly what it states. It is a Notice, directing party B to transfer the “value” of something. It states that, based upon the dishonor (*non-return*) of the Bill of Exchange, party B’s bond will be transferred and will be registered as such.

The Bill of Exchange is a written order from party A (*the drawer*) to party B (*the drawee*), in which party B is directed by party A to transfer the value stated within the bill to party C (*the holder*). A Bill of Exchange differs from a check in that a check is always drawn on a deposit, whereas a Bill of Exchange is not. It is, however, still a commercial transaction.

A sample of the Notice of Transfer and Bill of Exchange can be found on pages 28 and 29. A blank document may be found in the back of this manual, in the section titled BLANKS (*page 58*).

Completing the **Notice of Transfer** is relatively simple. Insert in space:

- 1 The date. Without abbreviation, write out the name of the month. Example: June; October; etc.. Write the number of the day, followed by a comma and then the full year. Example: August 1, 1999.
- 2 The invoice number. The number representing the original presentment (*document*) you received. Example: A traffic ticket has a “ticket number,” a property tax statement has an “account number” or “tax lot” description. Use one of these numbers as the invoice number. The invoice number is used to identify the original document.

- 3 The Account number. This is the number we have recognized as the “social security number.” Write this number with NO hyphens or other separation. This number represents the Direct Treasury Account (TDA).
- 4 The Posted Registered Account. This is the original Registered Mail Number you used to send your Non-negotiable Charge Back to the Secretary of the Treasury. Its transfer is registered upon books maintained for that purpose by the postal service, for a fee, on behalf of the issuer.
- 5
 - a) The name of the person who signed the document you received, or the head of the department sending it if no name is present. Fill it in as it appears on the document or based upon the information you receive from the department.
 - b) The street address of the person in a) above, written in exactly the same way as it is on the original document you received.
 - c) The city, state of the person in a) above, written in exactly the same way as it is on the original document you received.
 - d) The Zip Code corresponding to the City in c) above, written in exactly the same way as it is on the original document you received.
- 6 The value of the Bill. It is the amount demanded (*value*) in the original presentment.
- 7 Sign your name, including any separating punctuation. Example: Instead of signing John Quincy Public you might use John-Quincy: Public – which, by the way, is the correct way to write out a compound noun (*names are compound nouns*).
- 8 Enclosures. With the Notice of Transfer you will enclose the Bill of Exchange. Write “Bill of Exchange” after the word enclosure.
- 9 CC: This shows who copies are sent to. For the Notice of Transfer you will send a copy to the Secretary of the Treasury and the Secretary of State, UCC Division of the state in which the person in **5 a** (*above*) lives. Also, keep one for your files.

Completing the **Bill of Exchange** is also relatively simple. Insert in space:

- 1 The invoice number. The number representing the original presentment (*document*) you received. Example: A traffic ticket has a “ticket number,” a property tax statement has an “account number” or “tax lot” description. Use one of these numbers as the invoice number. The invoice number provides an identifying number to the Bill.
- 2 The date. Without abbreviation, write out the name of the month. Example: June; October; etc.. Write the number of the day, followed by a comma and then the full year. Example: August 1, 1999.
- 3 The Posted Registered Account number. This is the original Registered Mail Number you used to send your Non-negotiable Charge Back to the Secretary of the Treasury. Its transfer is registered upon books maintained for that purpose by the postal service, for a fee, on behalf of the issuer.
- 4 The Account number. This is the number we have recognized as the “social security number.” Write this number with NO hyphens or other separation. This number represents the Direct Treasury Account.

- 5 a) The name of the person who signed the document you received, or the head of the department sending it if no name is present. Fill it in as it appears on the document or based upon the information you receive from the department.
b) The street address of the person in a) above, written in exactly the same way as it is on the original document you received.
c) The city, state of the person in a) above, written in exactly the same way as it is on the original document you received.
d) The Zip Code corresponding to the City in c) above, written in exactly the same way as it is on the original document you received.
- 6 The value of the Bill. This is the amount (*value*) demanded in the original presentment.
- 7 Treasury Direct Account. This is represented by the number we have recognized as the “social security number.” Write this number with NO hyphens or other separation, the same as in #4 above.
- 8 This is the same as #7 above.
- 9 Sign your name, including any separating punctuation. Example : Instead of signing John Quincy Public you might use John-Quincy: Public – which, by the way, is the correct way to write out a compound noun (*names are compound nouns*).
- 10 Enclosures. With the Bill of Exchange you will enclose the Notice of Transfer. Write “Notice of Transfer” after the word enclosure.
- 11 Copies to. This shows to whom you sent copies. For the Bill of Exchange you will send copies to: The Secretary of the Treasury and keep one for your files.

NOTE: These forms must be properly completed and sent together, Certified mail, with a Return Receipt Requested (*you want the green card signed and returned*). Also, always make copies, for your files, of everything you send.

Non-negotiable
NOTICE OF TRANSFER

1 (date)

Invoice Number: 2 (the # on the presentment)

Treasury Direct Account Number: 3 (TDA #)

Posted Registered Account Number: 4 (same as #5 on page 5)

RE: Notice Of Acceptance Of Dishonor, Notice Of Charge Back (in accord with UCC 3-419 and HJR-192), and **Registered Adjustment of Account.**

COLLATERAL and LOCATION: 5 a (name) _____

b (address) _____

c (city & state) _____

d (Zip Code) _____

VALUE OF DISHONOR: 6 (amount) \$ _____

You are hereby given Notice that the United States Department of Commerce, Bureau of Census, has classified certain persons as United States citizens, and they have been placed as Collateral in Bond for the Security of the United States Department of the Treasury. Those persons are identified under the following categories: Those carrying a Social Security number, United States Passport, Permanent Resident Alien card or Diplomatic Immunity. These persons have been placed on the Rolls of the International Monetary Fund (IMF) in lieu of the National Debt.

Due to your ***Dishonor*** in this matter you have caused your Bond to be transferred by ***Acceptance of Lien*** against your name and it will be registered as such with the State authorities in your state.

7 (your signature)

enclosures 8 (the Bill of Exchange)

cc: 9 Secretary of the Treasury
Secretary of State UCC
file

Non-negotiable Bill of Exchange

1 (date)

Invoice Number: **2** (the # on the presentment)

Treasury Direct Account Number: 3 (TDA #)

Posted Registered Account Number: 4 (same as #5 on page 5)

RE: Notice Of Acceptance Of Dishonor, Notice Of Charge Back (in accord with UCC 3-419 and HJR-192), and Registered Adjustment of Account.

COLLATERAL and LOCATION: 5 a (name) _____

b (address) _____

c (city & state) _____

d (Zip Code)

VALUE OF DISHONOR: 6 (*amount*) \$ _____

Thank you for your Refusal/Commercial Dishonor, which I accept for value (with all related endorsements, front and back, to include those in accord with UCC 3-419) as evidence with this BILL OF EXCHANGE. I have directed the CHARGE BACK of this BILL OF EXCHANGE to my Treasury Direct Account number 7 (same as #3), in the amount listed above, which is part of the tax estimate for use by the Republic.

The account is charged for the fees necessary to secure and register (for priority exchange for the tax exemption to discharge the public liability in accord with HJR-192) my personal property (preferred stock/unalienable Rights). I have commanded the memory of account number **8** (same as #3) to charge the same to the debtor's Order or the Secretary of Treasury's Order.

Retour Sans Frais.

Sincerely,

7 (your signature)

enclosures 8 (*the Bill of Exchange*)

cc: 9 Secretary of the Treasury
Secretary of State UCC
file

IRS LETTER & Form 8300

THIS ONE GETS SERIOUS. This letter refers to the bill (*document, presentment*) you received, and which you stamped Accepted For Value and returned to the person who sent it to you. You returned it with a Notice of Acceptance – and there was no adjustment of the account. You sent a Second Notice, with a Form W-9 attached (*enclosed*) – there was no adjustment of the account. In both cases you requested they supply you with the Fiduciary Tax Estimate and/or Fiduciary Tax Return. You received neither.

You then sent a Notice of Transfer with a Bill of Exchange – and still there was no adjustment of the account. It's now time to notify the Internal Revenue Service of what appears to be a suspicious transaction – since you have accepted the claim (*bill, document, correspondence, presentment*) for value and your account is pre-paid and exempt from levy – because the person (*author(s)*) of the claim has not made the proper adjustment.

The sample letter on the following page goes to the Internal Revenue Service, Detroit Computing Center (*as directed on page 35 of this manual – page 3 of the IRS Form 8300 package*), with a Form 8300 attached. This letter and form alerts the IRS to the fact that the (*author(s)*) of the claim you received has not made the required adjustments to your account and, apparently, the value has been retained by the author(s). It has to be somewhere, and since they have not made the adjustment to your account, the only other logical place it could be is in theirs! This being the case they are obligated to report the value and pay the tax.

You, on the other hand, will now be notifying the IRS of a possible fraudulent suspicious transaction, with the letter on the following page and the Form 8300 (*instructions from the IRS are included*) on pages 33 through 36.

Fill in the letter as follows:

- 1 Enter the date you will be posting (*mailing*) the document.

- 2 Enter the date you sent the Notice of Acceptance (*page 20*).
- 3 Enter the date you sent the Second Notice, with the W-9 (*pages 22-23*).
- 4 Sign your full name, just as you have on all the previous documents.
- 5 Send a copy of this letter and all the attachments* to the same person to whom you sent the Notice of Acceptance, the Second notice of Acceptance, the Notice of Transfer and the Bill of Exchange. Keep a copy for your files, also (*always!*).

***Attachments:**

NOTE: The below referenced copies are to be made from the copies of these documents which you have in your files.

- 1 A copy of the Notice of Acceptance you sent to the person referred to in this letter.
- 2 A copy of the Second Notice and the W-9.
- 3 A copy of the Notice of Transfer.
- 4 A copy of the Bill of Exchange.

We remind you, keep a complete copy of the entire correspondence you send to the IRS. It is imperative that you keep copies of everything you send . . . even if it entails duplicate, triplicate, etc. copies of some documents. Keep your files in proper order. This is business. THIS IS THE COMMERCE GAME.

Non-negotiable

1 (date)

Internal Revenue Service
Detroit Computing Center
P.O. Box 32621
Detroit, MI 48232

RE: Form 8300, Suspicious Transaction

To Whom It May Concern:

Attached/enclosed, please find copies of the correspondence/document(s) identifying tax obligations admitted to by the author(s) of said correspondence/document(s) as identified therein.

It appears obvious from the copies of said correspondence/document(s) that the author(s) thereof clearly has/have a tax obligation. I have given written Notice that the property in question has been accepted by me for value and the same is EXEMPT from levy. That Notice eliminates any exempt status for the claim(s) made by the author(s) of the correspondence/document(s) in question.

The above mentioned claimant has the tax liability by virtue of an obligation to produce a fiduciary tax return (individual if no fiduciary is available) at my request. Tax return(s) were requested on 2 (date) and then again on 3 (date). Evidence of the receipt of the requests are enclosed.

My acceptance for value of the first account is exempt from levy, non-negotiable and pre-paid. Therefore, the escrow is closed by the application of public policy HJR-192, which requires the discharge of the public duty dollar for dollar.

The value of the accounts have not been released to me. The above mentioned author(s)/claimant(s) refuse to provide the value of their claim(s) and are clearly identified as delinquent for the amount of the tax. Please collect the tax accordingly.

Sincerely,

4 (signature)

cc: 5 (author)
file

**Report of Cash Payments Over \$10,000
Received in a Trade or Business**

(Rev. August 1997)

Department of the Treasury
Internal Revenue Service

▶ See instructions for definition of cash.

▶ Use this form for transactions occurring after July 31, 1997.

OMB No. 1545-0892

Please type or print.

1 Check appropriate box(es) if: **a** ☐ Amends prior report; **b** ☐ Suspicious transaction.**Part I Identity of Individual From Whom the Cash Was Received****2** If more than one individual is involved, check here and see instructions ▶ ☐**3** Last name **4** First name **5** M.I. **6** Taxpayer identification number**7** Address (number, street, and apt. or suite no.) **8** Date of birth (see instructions) ▶ M M D D Y Y Y Y**9** City **10** State **11** ZIP code **12** Country (if not U.S.) **13** Occupation, profession, or business**14** Document used to verify identity: **a** Describe identification ▶ **b** Issued by **c** Number**Part II Person on Whose Behalf This Transaction Was Conducted****15** If this transaction was conducted on behalf of more than one person, check here and see instructions ▶ ☐**16** Individual's last name or Organization's name **17** First name **18** M.I. **19** Taxpayer identification number**20** Doing business as (DBA) name (see instructions) Employer identification number**21** Address (number, street, and apt. or suite no.) **22** Occupation, profession, or business**23** City **24** State **25** ZIP code **26** Country (if not U.S.)**27** Alien identification: **a** Describe identification ▶ **b** Issued by **c** Number**Part III Description of Transaction and Method of Payment****28** Date cash received M M D D Y Y Y Y **29** Total cash received \$.00 **30** If cash was received in more than one payment, check here ▶ ☐ **31** Total price if different from item 29 \$.00**32** Amount of cash received (in U.S. dollar equivalent) (must equal item 29) (see instructions):

a U.S. currency \$.00 (Amount in \$100 bills or higher \$.00)

b Foreign currency \$.00 (Country ▶)

c Cashier's check(s) \$.00 } Issuer's name(s) and serial number(s) of the monetary instrument(s) ▶

d Money order(s) \$.00 }

e Bank draft(s) \$.00 }

f Traveler's check(s) \$.00 }

33 Type of transaction **f** ☐ Debt obligations paid **34** Specific description of property or service shown in 33. (Give serial or registration number, address, docket number, etc.) ▶

a ☐ Personal property purchased **g** ☐ Exchange of cash

b ☐ Real property purchased **h** ☐ Escrow or trust funds

c ☐ Personal services provided **i** ☐ Bail bond

d ☐ Business services provided **j** ☐ Other (specify) ▶

e ☐ Intangible property purchased

Part IV Business That Received Cash**35** Name of business that received cash **36** Employer identification number**37** Address (number, street, and apt. or suite no.) Social security number**38** City **39** State **40** ZIP code **41** Nature of your business**42** Under penalties of perjury, I declare that to the best of my knowledge the information I have furnished above is true, correct, and complete.

Signature of authorized official

Title of authorized official

43 Date of signature M M D D Y Y Y Y **44** Type or print name of contact person **45** Contact telephone number ()

Multiple Parties

(Complete applicable parts below if box 2 or 15 on page 1 is checked)

Part I Continued—Complete if box 2 on page 1 is checked

3 Last name	4 First name	5 M.I.	6 Taxpayer identification number
7 Address (number, street, and apt. or suite no.)			8 Date of birth (see instructions)
9 City	10 State	11 ZIP code	12 Country (if not U.S.)
13 Occupation, profession, or business			
14 Document used to verify identity: a Describe identification			
b Issued by		c Number	

3 Last name	4 First name	5 M.I.	6 Taxpayer identification number
7 Address (number, street, and apt. or suite no.)			8 Date of birth (see instructions)
9 City	10 State	11 ZIP code	12 Country (if not U.S.)
13 Occupation, profession, or business			
14 Document used to verify identity: a Describe identification			
b Issued by		c Number	

Part II Continued—Complete if box 15 on page 1 is checked

16 Individual's last name or Organization's name	17 First name	18 M.I.	19 Taxpayer identification number
20 Doing business as (DBA) name (see instructions)			Employer identification number
21 Address (number, street, and apt. or suite no.)			22 Occupation, profession, or business
23 City	24 State	25 ZIP code	26 Country (if not U.S.)
27 Alien identification: a Describe identification			
b Issued by		c Number	

16 Individual's last name or Organization's name	17 First name	18 M.I.	19 Taxpayer identification number
20 Doing business as (DBA) name (see instructions)			Employer identification number
21 Address (number, street, and apt. or suite no.)			22 Occupation, profession, or business
23 City	24 State	25 ZIP code	26 Country (if not U.S.)
27 Alien identification: a Describe identification			
b Issued by		c Number	

Item You Should Note

Clerks of Federal or State courts must now file Form 8300 if more than \$10,000 in cash is received as bail for an individual(s) charged with certain criminal offenses. For these purposes, a clerk includes the clerk's office or any other office, department, division, branch, or unit of the court that is authorized to receive bail. If a person receives bail on behalf of a clerk, the clerk is treated as receiving the bail.

If multiple payments are made in cash to satisfy bail and the initial payment does not exceed \$10,000, the initial payment and subsequent payments must be aggregated and the information return must be filed by the 15th day after receipt of the payment that causes the aggregate amount to exceed \$10,000 in cash. In such cases, the reporting requirement can be satisfied either by sending a single written statement with an aggregate amount listed or by furnishing a copy of each Form 8300 relating to that payer. Payments made to satisfy separate bail requirements are not required to be aggregated. See Treasury Regulations section 1.6050I-2.

Casinos must file Form 8300 for nongaming activities (restaurants, shops, etc.).

General Instructions

Who must file.—Each person engaged in a trade or business who, in the course of that trade or business, receives more than \$10,000 in cash in one transaction or in two or more related transactions, must file Form 8300. Any transactions conducted between a payer (or its agent) and the recipient in a 24-hour period are related transactions. Transactions are considered related even if they occur over a period of more than 24 hours if the recipient knows, or has reason to know, that each transaction is one of a series of connected transactions.

Keep a copy of each Form 8300 for 5 years from the date you file it.

Voluntary use of Form 8300.—Form 8300 may be filed voluntarily for any suspicious transaction (see **Definitions**), even if the total amount does not exceed \$10,000.

Exceptions.—Cash is not required to be reported if it is received:

- By a financial institution required to file **Form 4789**, Currency Transaction Report.
- By a casino required to file (or exempt from filing) **Form 8362**, Currency Transaction Report by Casinos, if the cash is received as part of its gaming business.
- By an agent who receives the cash from a principal, if the agent uses all of the cash within 15 days in a second transaction that is reportable on Form 8300 or on Form 4789, and discloses all the information necessary to complete Part II of Form 8300 or Form 4789 to the recipient of the cash in the second transaction.

- In a transaction occurring entirely outside the United States. See **Pub. 1544**, Reporting Cash Payments Over \$10,000 (Received in a Trade or Business).

regarding transactions occurring in Puerto Rico, the Virgin Islands, and territories and possessions of the United States.

- In a transaction that is not in the course of a person's trade or business.

When to file.—File Form 8300 by the 15th day after the date the cash was received. If that date falls on a Saturday, Sunday, or legal holiday, file the form on the next business day.

Where to file.—File the form with the Internal Revenue Service, Detroit Computing Center, P.O. Box 32621, Detroit, MI 48232, or hand carry it to your local IRS office.

Statement to be provided.—You must give a written statement to each person named on a required Form 8300 on or before January 31 of the year following the calendar year in which the cash is received. The statement must show the name, telephone number, and address of the information contact for the business, the aggregate amount of reportable cash received, and that the information was furnished to the IRS. Keep a copy of the statement for your records.

Multiple payments.—If you receive more than one cash payment for a single transaction or for related transactions, you must report the multiple payments any time you receive a total amount that exceeds \$10,000 within any 12-month period. Submit the report within 15 days of the date you receive the payment that causes the total amount to exceed \$10,000. If more than one report is required within 15 days, you may file a combined report. File the combined report no later than the date the earliest report, if filed separately, would have to be filed.

Taxpayer identification number (TIN).—You must furnish the correct TIN of the person or persons from whom you receive the cash and, if applicable, the person or persons on whose behalf the transaction is being conducted. **You may be subject to penalties for an incorrect or missing TIN.**

The TIN for an individual (including a sole proprietorship) is the individual's social security number (SSN). For certain resident aliens who are not eligible to get an SSN and nonresident aliens who are required to file tax returns, it is an IRS Individual Taxpayer Identification Number (ITIN). For other persons, including corporations, partnerships, and estates, it is the employer identification number.

If you have requested but are not able to get a TIN for one or more of the parties to a transaction within 15 days following the transaction, file the report and attach a statement explaining why the TIN is not included.

Exception: *You are not required to provide the TIN of a person who is a nonresident alien individual or a foreign organization if that person does not have income effectively connected with the conduct of a U.S. trade or business and does not have an office or place of business, or fiscal or paying agent, in the United States. See Pub. 1544 for more information.*

Penalties.—You may be subject to penalties if you fail to file a correct and complete Form 8300 on time and you cannot show that the failure was due to reasonable cause. You may also be subject to penalties if you fail to furnish timely a correct and complete statement to each person named in a required report. A minimum penalty of \$25,000 may be imposed if the failure is due to an intentional disregard of the cash reporting requirements.

Penalties may also be imposed for causing, or attempting to cause, a trade or business to fail to file a required report; for causing, or attempting to cause, a trade or business to file a required report containing a material omission or misstatement of fact; or for structuring, or attempting to structure, transactions to avoid the reporting requirements. These violations may also be subject to criminal prosecution which, upon conviction, may result in imprisonment of up to 5 years or fines of up to \$250,000 for individuals and \$500,000 for corporations or both.

Definitions

Cash.—The term "cash" means the following:

- U.S. and foreign coin and currency received in any transaction.
- A cashier's check, money order, bank draft, or traveler's check having a face amount of \$10,000 or less that is received in a **designated reporting transaction** (defined below), or that is received in any transaction in which the recipient knows that the instrument is being used in an attempt to avoid the reporting of the transaction under section 6050I.

Note: *Cash does not include a check drawn on the payer's own account, such as a personal check, regardless of the amount.*

Designated reporting transaction.—A retail sale (or the receipt of funds by a broker or other intermediary in connection with a retail sale) of a consumer durable, a collectible, or a travel or entertainment activity.

Retail sale.—Any sale (whether or not the sale is for resale or for any other purpose) made in the course of a trade or business if that trade or business principally consists of making sales to ultimate consumers.

Consumer durable.—An item of tangible personal property of a type that, under ordinary usage, can reasonably be expected to remain useful for at least 1 year, and that has a sales price of more than \$10,000.

Collectible.—Any work of art, rug, antique, metal, gem, stamp, coin, etc.

Travel or entertainment activity.—An item of travel or entertainment that pertains to a single trip or event if the combined sales price of the item and all other items relating to the same trip or event that are sold in the same transaction (or related transactions) exceeds \$10,000.

Exceptions.—A cashier's check, money order, bank draft, or traveler's check is not considered received in a designated

reporting transaction if it constitutes the proceeds of a bank loan or if it is received as a payment on certain promissory notes, installment sales contracts, or down payment plans. See Pub. 1544 for more information.

Person.—An individual, corporation, partnership, trust, estate, association, or company.

Recipient.—The person receiving the cash. Each branch or other unit of a person's trade or business is considered a separate recipient unless the branch receiving the cash (or a central office linking the branches), knows or has reason to know the identity of payers making cash payments to other branches.

Transaction.—Includes the purchase of property or services, the payment of debt, the exchange of a negotiable instrument for cash, and the receipt of cash to be held in escrow or trust. A single transaction may not be broken into multiple transactions to avoid reporting.

Suspicious transaction.—A transaction in which it appears that a person is attempting to cause Form 8300 not to be filed, or to file a false or incomplete form. The term also includes any transaction in which there is an indication of possible illegal activity.

Specific Instructions

You must complete all parts. However, you may skip Part II if the individual named in Part I is conducting the transaction on his or her behalf only.

Item 1.—If you are amending a prior report, check box 1a. Complete the appropriate items with the correct or amended information only. Complete all of Part IV. Staple a copy of the original report to the amended report.

To voluntarily report a suspicious transaction (see **Definitions**), check box 1b. You may also telephone your local IRS Criminal Investigation Division or call 1-800-800-2877.

Part I

Item 2.—If two or more individuals conducted the transaction you are reporting, check the box and complete Part I for any one of the individuals. Provide the same information for the other individual(s) on the back of the form. If more than three individuals are involved, provide the same information on additional sheets of paper and attach them to this form.

Item 6.—Enter the taxpayer identification number (TIN) of the individual named. See **Taxpayer identification number (TIN)** under **General Instructions** for more information.

Item 8.—Enter eight numerals for the date of birth of the individual named. For example, if the individual's birth date is July 6, 1960, enter 07 06 1960.

Item 13.—Fully describe the nature of the occupation, profession, or business (for example, "plumber," "attorney," or "automobile dealer"). Do not use general or

nondescriptive terms such as "businessman" or "self-employed."

Item 14.—You must verify the name and address of the named individual(s). Verification must be made by examination of a document normally accepted as a means of identification when cashing checks (for example, a driver's license, passport, alien registration card, or other official document). In item 14a, enter the type of document examined. In item 14b, identify the issuer of the document. In item 14c, enter the document's number. For example, if the individual has a Utah driver's license, enter "driver's license" in item 14a, "Utah" in item 14b, and the number appearing on the license in item 14c.

Part II

Item 15.—If the transaction is being conducted on behalf of more than one person (including husband and wife or parent and child), check the box and complete Part II for any one of the persons. Provide the same information for the other person(s) on the back of the form. If more than three persons are involved, provide the same information on additional sheets of paper and attach them to this form.

Items 16 through 19.—If the person on whose behalf the transaction is being conducted is an individual, complete items 16, 17, and 18. Enter his or her TIN in item 19. If the individual is a sole proprietor and has an employer identification number (EIN), you must enter both the SSN and EIN in item 19. If the person is an organization, put its name as shown on required tax filings in item 16 and its EIN in item 19.

Item 20.—If a sole proprietor or organization named in items 16 through 18 is doing business under a name other than that entered in item 16 (e.g., a "trade" or "doing business as (DBA)" name), enter it here.

Item 27.—If the person is **NOT** required to furnish a TIN (see **Taxpayer identification number (TIN)** under **General Instructions**), complete this item. Enter a description of the type of official document issued to that person in item 27a (for example, "passport"), the country that issued the document in item 27b, and the document's number in item 27c.

Part III

Item 28.—Enter the date you received the cash. If you received the cash in more than one payment, enter the date you received the payment that caused the combined amount to exceed \$10,000. See **Multiple payments** under **General Instructions** for more information.

Item 30.—Check this box if the amount shown in item 29 was received in more than one payment (for example, as installment payments or payments on related transactions).

Item 31.—Enter the total price of the property, services, amount of cash exchanged, etc. (for example, the total cost

of a vehicle purchased, cost of catering service, exchange of currency) if different from the amount shown in item 29.

Item 32.—Enter the dollar amount of each form of cash received. Show foreign currency amounts in U.S. dollar equivalent at a fair market rate of exchange available to the public. **The sum of the amounts must equal item 29.** For cashier's check, money order, bank draft, or traveler's check, provide the name of the issuer and the serial number of each instrument. Names of all issuers and all serial numbers involved must be provided. If necessary, provide this information on additional sheets of paper and attach them to this form.

Item 33.—Check the appropriate box(es) that describe the transaction. If the transaction is not specified in boxes a–i, check box j and briefly describe the transaction (for example, car lease, boat lease, house lease, aircraft rental).

Part IV

Item 36.—If you are a sole proprietorship, you must enter your SSN. If your business also has an EIN, you must provide the EIN as well. All other business entities must enter an EIN.

Item 41.—Fully describe the nature of your business, for example, "attorney," "jewelry dealer." Do not use general or nondescriptive terms such as "business" or "store."

Item 42.—This form must be signed by an individual who has been authorized to do so for the business that received the cash.

Paperwork Reduction Act Notice

The requested information is useful in criminal, tax, and regulatory investigations, for instance, by directing the Federal Government's attention to unusual or questionable transactions. Trades or businesses are required to provide the information under 26 U.S.C. 6050I.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Code section 6103.

The time needed to complete this form will vary depending on individual circumstances. The estimated average time is 21 minutes. If you have comments concerning the accuracy of this time estimate or suggestions for making this form simpler, you can write to the Tax Forms Committee, Western Area Distribution Center, Rancho Cordova, CA 95743-0001. DO NOT send this form to this office. Instead, see **Where To File** on page 3.

SECURITY AGREEMENT

THIS SECURITY AGREEMENT is between yourself (*secured party*) and your Straw Man (*debtor*). You will file this Security Agreement with the same Secretary of State, Commercial Division UCC, where you filed your UCC-1.

You will also include a UCC-3 and another Bill of Exchange. The UCC-3 will be completed in the same manner as explained on page 15. The Bill of Exchange is the same as the one explained on page 30.

A sample of the Security Agreement can be found on the page following these instructions.

Blank documents may be found in the back of this manual, in the section titled Documents, Forms and Letters.

Completing the **Security Agreement** is relatively simple. Insert in space:

- 1 The date. Without abbreviation, write out the name of the month. Example: June; October; etc.. Write the number of the day, followed by a comma and then the full year. Example: August 1, 1999.
- 2 Debtor. In this document the debtor is your Straw Man. Write last name first and in all capital letters. Example: PUBLIC, JOHN QUINCY.
- 3 Address. Write the straw man's address, city, state and zip code. The Straw Man's IS located within the federal zone and the address must represent that.
- 4 Secured Party. You are the Secured Party. We suggest that you write your name in a manner that distinguishes it from the Straw Man's similar name. Example: John-Quincy: Public
- 5 Address. Write your address, city, state and zip code. We suggest that you again write your information in a manner that distinguishes it from the Straw Man's similar information. Example: c/o 100: West: Main-Street., City, State. [01234].
- 6 The invoice number. The invoice number provides an identifying number to the Bill. For the purpose of this document (*and the accompanying Bill of Exchange*) any number you choose will do, as long as you use the same number on both documents – here and in the upper right hand corner of the Bill of Exchange.
- 7 Amount. We suggest an amount in excess of fifty million. However, it *is* up to you. But ask yourself this question, “How much is my life worth?”

- 8 Debtor's signature. Again, the debtor is the Straw Man, and the name is signed LAST NAME FIRST. The signature should reflect the differences between the real man and the Straw Man.
- 9 Secured Party's signature. You are the Secured Party. Your signature should contain any and all punctuation found in the printed name.

Attach (*include*) the Security Agreement with the Bill of Exchange and file the UCC-3 with the Agreement and the Bill listed in section F, using the Bill's invoice number as further positive identification.

Send a copy of the Security Agreement and the Bill of Exchange (*NOT the UCC-3*) to the Secretary of the Treasury, Lawrence H. Summers.

Non-Negotiable SECURITY AGREEMENT

1 (date)

ALL PROPERTY of 2 (Straw Man), DEBTOR, of 3 (address), is hereby the property and security of the Secured Party, 4 (your proper name) of 5 (address). Secured Party must be properly and fully compensated before any of the following property can be exchanged, sold, tendered or disposed of in any manner.

This property, now owned and hereafter acquired, includes, but is not limited to: proceeds, products, accounts and fixtures from crops, mine head, wellhead, with transmitting utilities, etc., rent, wages, **all** income, land, mineral, water and air rights, cottages, house(s), buildings, bank accounts, bank deposit box(s) and the contents therein, savings account(s), retirement plans, stocks, bonds, securities, benefits from trusts, inheritances gotten and to be gotten, inventory of any source, all machinery either farm or industrial, livestock, livestock equipment, vehicles, auto(s), truck(s), 4 wheeler(s), all boats and water craft, aircraft, motor homes, 5th wheel trailer(s), mobile home(s), jewelry, wedding bands and/or rings, watch(s), all household goods, appliances, any type of furniture, kitchen utensils, cooking utensils, radio(s), television(s), computer(s), music instrument(s), antiques, sport equipment, rifle(s), gun(s), and any other type of property held for my benefit by myself or by others, until such time as the dishonour agreement, Bill of Exchange number 6 (create an invoice number), for the value of 7 (\$100,000,000.00 ?), held by the Secured Party, is satisfied in full and acknowledgment of the same is completed.

Any property not specifically listed, named or listed by make, model, serial number etc. is included as the same.

Debtor agrees to notify all employers and creditors of the same, as all debtors' wages are property of the Secured Party and are noticed accordingly.

This privately held Security Agreement cannot be discharged in bankruptcy court, as the holder's property is **exempt from levy**.

Secured Party accepts all signatures in accord with UCC 3-419.

8 (signature of the Straw Man)
Debtor

9 (your signature, the natural man)
Secured Party

NOTICE OF CLAIM: *TO PRIVATE PARTY*

THIS IS THE DOCUMENT you will use to move against someone who has caused a damage against you, such as business (*a towing company as an example*) or an individual (*who failed to follow through with an agreement*). You will be giving them an opportunity to correct the wrong and will inform them as to the financial consequences if they choose to ignore your good faith effort.

The Notice is relatively simple and to the point. A sample can be found on the following page.

Fill in the spaces in the Notice in the following manner.

- 1 Enter the date you are posting the document.
- 2 Enter the name of the party who damaged you.
- 3 Enter the number and street address of the party.
- 4 Enter the city, state and Zip of the party.
- 5 Enter the damage (*the property, money, auto, reputation, etc.*).
- 6 Enter the party's name.
- 7 Enter the subject of the Claim (*the same as #5*).
- 8 Enter the words 'your actions' if it was the party, personally, or enter the words 'your company's, agency's, etc.' if it was a business or enterprise of some sort.
- 9 Enter the amount you are claiming (*should be at least \$50,000.00 or more . . . even \$1,000,000.00 or more*).
- 10 Enter a description of the item(s) you wish to have returned to you (*should be a detailed description of #5 and #7*).
- 11 Sign your full name (*no initials*).
- 12 Enter the international address, same as described in #10 on page 5.
- 13 Enter your phone number.
- 14 Enter your social security number without the hyphens.
- 15 Enter and documentation you intend to include with the Claim, as proof of the damage.

Make a copy of everything you're sending and send the Claim, with the enclosures, by Certified mail, Return Receipt Requested (*you want the green card signed and returned*).

Non-negotiable
Notice of Claim

1 (date)

2 Name of Party

3 Street

4 City, State and Zip

RE: Notice of Claim and Request for Payment relating to 5 (the damage)

Dear Mr./Ms. 6 (party's name):

This is my Claim and an attempt to recover my damages involving 7 (the subject), which are the direct result of 8 (one responsible).

Your decisions, and the actions subsequent to them, have caused me [and my family] much harm and injury.

The full monetary amount of my Claim is \$ 9 (amount).

You have this one opportunity to make amends, by releasing and delivering to me 10 (same as #7). If you respond in good faith and release said property to me I will not pursue the full monetary amount of my Claim. I will, instead, release you from any and all liability.

I am allowing you ten (10) days to make restitution to me. If, however, no response is forthcoming, I will have no choice but to pursue other remedy.

Yours truly,

11 (your signature)

12 (international address)

13 (phone #)

Employer Identification

14 (SS# w/o hyphens)

enclosure: 15 (documentation)

cc: file

UCC BACKGROUND

THE UCC IS A MINISTERIAL AGENCY operating within the Corporation Division (*in Oregon*), under the auspices of the Secretary of State. Its purpose is to Record, Retain, and Retrieve information concerning Uniform Commercial Code (UCC) filings. It exists to reduce the risk of creditors by establishing a security interest incurred by a debtor, so that priority of claim may be proved in case of bankruptcy or default; and by providing information on financing statements and liens to interested parties.

The UCC program covers secured transactions on personal, or “moveable” property. We call it a “lien,” but it is really just a record of a secured obligation. It may also be referred to as a security agreement or a financing statement, depending on the situation. Much like a mortgage is a lien filing with the county on real property, a state UCC filing is a security filing on personal property not affixed to the land or covered by title laws. In other words, if you sell a piece of farm equipment like a plow on credit, you have a security interest in that property. One way to make sure you get the money that’s owed to you should the farmer sell out or go bankrupt is to file a UCC form with the plow as collateral. This “perfects” the security interest and puts you in line with other creditors of the farmer. UCC’s are effective for five years and can be renewed indefinitely. The Secretary of State, Corporation Division also files federal and state tax liens and Employment Division Warrants.

Excerpt from the Uniform Commercial Code:

The Uniform Commercial Code adopts the “notice filing” approach, under which an abbreviated notice is filed with the appropriate filing officer evidencing that a debtor and secured party intend to engage in a secured transaction using specified collateral as security. The actual security agreement may even be executed later. The Code became effective at midnight on June 30, 1966, and applies to transactions entered into and events occurring after that date.

In plain language, the UCC allows a creditor to notify other creditors about a debtor’s assets used as collateral for a secured transaction by filing a public notice (financing statement) with a particular filing office. A financing statement covering collateral used

primarily as consumer goods or real estate related are filed with the county clerk in the county of the debtor's residence or in the case of real estate related collateral where the real estate is located. All other financing statements are filed in the Office of the Secretary of State. In most cases, financing statements are filed at the close of a secured transaction. However, it is advisable to file financing statements and perform a search on the debtor to discover existing filings by other creditors before the loan closing.

The states, not the Federal government, are the primary source of law on commercial transactions in the U.S. In all 50 states and the District of Columbia at least some of that commercial law is based on the UCC. A joint project of the American Law Institute and the National Conference of Commissioners on Uniform State Laws, the first version of the UCC was a "1952 Official Text." While one of several versions of the UCC has now been adopted, at least in part, by each of the states, not all states have adopted the most recent version and many states have amended some of the "uniform" provisions. As a consequence, the provisions of the UCC appearing here are not, in fact, the uniform law of the U.S. The version appearing here is the most recent. Most of its provisions are in effect in most of the states.

UCC DOCUMENT STANDARDS

The following UCC document standards are **crucial** to timely processing of your transaction. Failure in even one aspect may lead to delays or even rejection of your document. Please take the time to acquaint yourself with the format requirements.

When submissions do not meet these requirements, they cannot be scanned directly and additional handling, such as making photocopies that can be read by the scanner, must take place. Failure to use **black** ink often makes filing impossible.

Please use current forms. It is the best way to ensure your documents meet the filing standards. You may call the UCC Division of the State in which you are filing to order forms by fax or mail, or you may be able to download them from the State's Website.

DO's:

- Use **only** black ink.
- Use type that is 10 points or larger. Palatino, New York, Times New Roman, Courier, Ariel and Helvetica are examples of acceptable fonts.
- Submit **only** single-sided forms.
- Type or print legibly (documents are scanned and data entry is from a computer image of your original document).
- Use **only** white paper for all filings.
- When submitting multiple filings for the same debtor with the same secured party, include your own reference or identifying number (eight character limit) in the "Return Acknowledgment Letter To:" section of the document. Otherwise, the acknowledgments will appear identical.

Return Acknowledgment Letter To:	Return Acknowledgment Letter To:
John Doe #1 1234 Cherry Ave City, State ZIP	John Doe #ABC96 1234 Cherry Ave City, State ZIP

DON'Ts:

- Don't send duplicates of forms or attachments.
- Don't use the old acknowledgment copies for filing terminations.
- Don't use staples or paper clips.
- Don't use signature pages.
- Don't send return envelopes.
- Don't send checks without identifying documentation.
- Don't use outdated forms. **Some states do not accept the National form.**
- Don't add bar-coding to the top margin of any form.

MONEY & THE BANKING SYSTEM

“In the United States neither paper currency nor deposits have value as commodities. Intrinsically, a dollar bill is just a piece of paper, deposits merely book entries. Coins do have some intrinsic value as metal, but generally far less than their face value.

“What, then, makes these instruments – checks, paper money, and coins – acceptable at face value in payment of all debts and for other monetary uses? Mainly it is the confidence people have that they will be able to exchange such money for other financial assets and for real goods and services whenever they choose to do so.

“The actual process of money creation takes place primarily in banks.

“In the absence of legal reserve requirements, banks can build up deposits by increasing loans and investments so long as they keep enough currency on hand to redeem whatever amounts the holders of deposits want to convert into currency. This unique attribute of the banking business was discovered many centuries ago.

“It started with goldsmiths. As early bankers, they initially provided safekeeping services, making a profit from vault storage fees for gold coins deposited with them. People would redeem their “deposit receipts” whenever they needed gold or coins to purchase something, and physically take the gold or coins to the seller who, in turn, would deposit them for safekeeping, often with the same banker. Everyone soon found that it was a lot easier simply to use the deposit receipts directly as a means of payment. These receipts, which became known as notes, were acceptable as money since whoever held them could go to the banker and exchange them for metallic money.

“Then, bankers discovered that they could make loans merely by giving their promises to pay, or bank notes, to the borrowers. In this way, banks began to create money. More notes

could be issued than the gold and coin on hand because only a portion of notes outstanding would be presented for payment at any one time.

“Transaction deposits are the modern counterpart of bank notes. It was a small step from printing notes to making book entries crediting deposits of borrowers, which the borrowers in turn could ‘spend’ by writing checks, thereby ‘printing’ their own money.”

The preceding text is a direct quote from *“Modern Money Mechanics”* — A Workbook on Bank Reserves and Deposits Expansion. This workbook is published by the Federal Reserve Bank of Chicago. The publication originally was written by Dorothy M. Nichols in May 1961. The June 1992 revision was prepared by Anne Marie L. Gonczy.

You may obtain copies of the workbook, free of charge, by mailing your request to:

Public Information Center
Federal Reserve Bank of Chicago
P.O. Box 834
Chicago, IL 60690-0834

You may also request the workbook by calling (312) 322-5111.

THE BANKING SYSTEM

In the United States, national banks are federally chartered, privately operated institutions of the BANKING SYSTEM and are regulated by the FEDERAL RESERVE SYSTEM. They were originally authorized (1863-64) by Congress to help finance the Civil War through the sale of bond issues and to produce a more stable national currency by issuing paper notes redeemable by adequate reserves of specie. The financial panics of 1893 and 1907 led to the integration of national banks into the Federal Reserve System in 1913 and the replacement of their banknotes with Federal Reserve notes by 1935.

CENTRAL BANKS, which are the national banks of many other countries, function in much the same way as the U.S. Federal Reserve. The First and Second BANKS OF THE UNITED STATES (1791-1811, 1816-36) were early attempts to establish a central bank that would stabilize the currency and assure sufficient credit for business and government borrowing. Both failed, primarily, because of doubts about their constitutionality

COMMERCIAL TRANSACTION

DISCUSSION AND HISTORY

Despite variations of detail, all commercial transactions have one thing in common: they serve to transmit economic values from those who want to exchange them for another value to those who need them and are willing to pay a counter value. It is the purpose of the relevant legal rules to regulate this exchange of values, to spell out the rights and obligations of each party, and to offer remedies if one of the parties breaches its obligations or cannot perform them for some reason.

Many countries have established a technical concept of commercial transactions with precise definitions and important legal consequences. This is most often the case in the civil-law countries. In these countries the term commercial transactions thus has more than a merely descriptive function. It designates in part those rules that are peculiar to commercial transactions. In France, for example, bankruptcy is open only to individuals who are merchants and to business organizations, and there are special rules applying to commercial cases. In Germany, similarly, the general rules on consumer sales are in part superseded by special rules on commercial sales. A commercial transaction thus results in a number of specific legal consequences that differ from those of ordinary consumer transactions. Such a special commercial regime exists usually because it is thought that the ordinary citizen should not be exposed to the rigors of commercial rules that presuppose a knowledgeable, versatile individual who does not need as much protection against the legal risks and consequences of his dealings.

In those countries in which specific legal consequences attach to commercial transactions, it is necessary to develop a precise definition of what constitutes a commercial transaction. Although such definitions are more or less closely related, they are peculiar to each individual country. The majority of them, found generally at the beginning of a special “commercial code,” combine two elements: definitions of a “merchant” and of a

“commercial transaction.” In certain countries — Germany, for example — the emphasis is on the definition of the merchant; in others, such as France, the emphasis is on that of the commercial transaction (*acte de commerce*). This latter criterion, the so-called objective test, was adopted in the 19th century for ideological reasons, the French wanting to avoid any repetition of the pre-Revolutionary differentiation of legal rules according to the social condition of persons.

HISTORICAL DEVELOPMENT

Only a few traces of rules on commercial transactions in antiquity have survived. The most notable is a rule developed by the seafaring Phoenicians and named after the island of Rhodes in the eastern Mediterranean. The “Rhodian Law” provided that losses incurred by a sea captain as a result of trying to save ship and cargo from peril must be shared proportionately by all owners of cargo and by the ship owner. If, for example, one merchant’s cargo was thrown overboard in order to save the ship from sinking, the loss would be shared among the ship owner and all the other merchants with cargoes aboard. This rule applied in the entire Mediterranean and is today known in the maritime law of all nations as general average.

Another important rule, also of maritime character, arose in connection with the maritime loan that developed in Athens. A capitalist would lend money for a marine trading expedition. The loan would be secured by ship and cargo, but repayment of the capital and payment of interest were conditional on the ship’s safe return. The interest rate of 24-36 percent, considerably beyond normal rates, reflected the highly speculative risks involved. This transaction later developed into marine insurance.

Much more is known of the commercial law of the Romans. It was in Rome that for the first time a separation developed between the ordinary civil law and special rules for foreign (that is, primarily trade) relations. Since the civil law applied only to Roman citizens, trade and other relations with and among non-citizens were subject to a separate set of rules — the *jus gentium*, or law of nations. The latter exhibited two traits that have become characteristic of the law of commercial transactions: it was more liberal than the strict rules of the civil law, and it was applied uniformly in various parts of the world.

As far as specific rules are concerned, the Romans received and preserved the two

institutions of the general average and the maritime loan that had been developed earlier. They added two other rules of maritime law: the liability of the ship owner for contracts concluded by the ship's master (an early recognition of an agency relationship that was later generalized) and the liability of the ship's master for damage to or loss of the passengers' luggage and equipment. Innkeepers were charged with the same liability. Banking transactions and bookkeeping were well developed, and some prohibitory rules were enacted against capitalist excesses. Thus, the legal interest rate was lowered. In the postclassical period an attempt at achieving a "just price" was made by introducing a rule that a sale could be annulled by the seller if the price paid to him was less than 50 percent of the value of the goods sold.

In the Middle Ages the Christian Church attempted to enforce certain moral commands adverse to commercial transactions. The taking of interest for loans of money was considered income without true work and, therefore, sinful and prohibited. There was also an attempt to generalize the idea of a just price. Although both rules, and especially the former, influenced the law and the economy for centuries, neither of them finally prevailed in the secular world.

Another feature of the medieval period was the development of a separate commercial law — the law merchant. Like the *jus gentium* of early Roman days, the law merchant was different from the existing ordinary rules that varied from place to place. The need for certainty and uniformity in the provisions governing trade motivated the growth of one set of rules for commercial transactions, valid everywhere in Europe. These rules were disseminated and applied in special courts conducted at the numerous international fairs held in various countries of Europe and attended by local and foreign merchants. The main sources of the law merchant were the customs of the most developed commercial communities of the time — the northern Italian cities. Later, in the 13th and 14th centuries, Italian, French, and Spanish cities made the first attempts at codifying certain branches of commercial law.

The medieval period saw the development of company and banking law. The *compagnia* and the *comenda*, forerunners of the partnership and limited partnership, were in frequent use. The Italians created a sophisticated system of bills of exchange used partly for the transfer and exchange of money, partly (by means of endorsement) for payment, and

partly (by discounting) for credit purposes. They also invented bankruptcy as a method for dealing equally with an insolvent merchant's creditors.

In the period following the medieval era, but before the French Revolution, the law of commercial transactions lost its universal character. The birth of pronouncedly national states in Europe provoked a "nationalization" of the law. In 1673 and 1681 the French king Louis XIV enacted ordinances on land and maritime commerce. These were precursors of the French Commercial Code of 1807, which set the pattern for national codification of the law of commercial transactions in the Latin countries of Europe and America. In England the chief justice Lord Mansfield began from about 1756 to blend the law merchant into the common law. Only maritime law, although nationally codified, preserved some of its universal traits.

Of great consequence for the later development of commercial law was the foundation of colonial companies, usually through royal charter, for the exploitation and administration of the colonies of the European countries. The first, the Dutch East India Company, was chartered in 1602. Only such companies were able to attract the immense amounts of capital that were needed. The liability of each member was limited to his contribution, which was represented by share certificates that were transferable. Limited liability of shareholders and negotiability of shares were in fact fundamental to the operation of these companies. They were adopted and refined later into the most important vehicle of modern capitalism — the corporation.

CONTRACTUAL RELATIONS

The first response to the multitude of practically identical transactions was the standardization of contracts. Printed standard contracts or forms lay down those provisions that are essential in the eyes of the drafting party. It depends upon the relative economic strength of the other party whether departures from the printed form can be negotiated. Trade associations as well as individual enterprises have developed and elaborated forms and standard contracts for their members.

The same technique of standardization has been adopted for international transactions. The forms and standard contracts of certain well-known trade associations, especially British ones, such as the London Corn Trade Association, are used by exporters and importers in many countries. The same is true of many shipping transactions. Even

international bodies, such as the United Nations Economic Commission for Europe, have elaborated printed forms for certain international contracts. Apart from standardizing the contract practices of a particular party, these uniform conditions also help to bridge the gap between the many different national rules. They are a means of achieving partial uniformity of law for international trade.

The development of uniform legislative rules for international transactions has been another distinctive feature in the 20th century. This trend resulted from the uncertainties to which international commercial transactions that came under two or more national jurisdictions were exposed. International conventions have resulted in the unification of numerous rules, especially in the areas of transportation, industrial property (patents and trademarks), copyright, and commercial paper (bills of exchange and checks). Less successful so far have been attempts in the fields of sale of goods and the conclusion of contracts.

Despite considerable progress in the field of unification, none of the uniform rules is really worldwide in scope, many being limited to a continent or to narrower regional groups such as the countries of the European Economic Community or the Southern African Development Coordination Conference.

NEGOTIABLE INSTRUMENTS

The negotiable instrument, which is essentially a document embodying a right to the payment of money and which may be transferred from person to person, developed historically from efforts to make credit instruments transferable; that is, documents proving that somebody was in their debt were used by creditors to meet their own liabilities. Thus a promise of A to pay B a certain sum at a specified date in the future could be used by B to pay a debt to C. This “negotiability of credit” was facilitated by the development of a variety of negotiable instruments including promissory notes, checks, and drafts (bills of exchange). These are in fact the most common negotiable instruments in use, and the following discussion will be confined to them.

Negotiable instruments are used for purposes of payment or credit and as security.

The most common and most complex form of negotiable instrument is the draft, or bill of exchange. It has been defined in England as an unconditional order in writing

addressed by one person to another, signed by the person giving it (the drawer), and requiring the person to whom it is addressed (the drawee) to pay on demand or at a fixed or determinable future time a certain sum of money to, or to the order of, a specified person (the payee) or to the bearer. In the United States the definition is the same, except that an instrument may only be made payable "to order or to bearer." If the drawee assents to the order and accepts the bill, which is done by signing his name, or his name with the word "accepted," across the face of the paper, he is called an acceptor. The person to whom a bill is transferred by endorsement is called the endorsee. Any person in possession of a bill, whether as payee, endorsee, or bearer, is termed a holder and, if he is a bona fide purchaser, a holder in due course.

The basic rule applying to drafts is that any signature appearing on a draft obligates the signer to pay the amount drawn. It is the characteristic feature of a draft that it is not limited to the three-cornered relationship among drawer, drawee, and the named or unnamed creditor. Rather, the creditor may transfer it (for purposes of payment or borrowing) to a fourth party, and the latter may transfer it to a fifth, and so on, in a long chain. The means of accomplishing a transfer from one creditor to another is by endorsement or delivery. If an instrument is payable "to order," the signature (endorsement) of the transferor is required. The draft is then delivered to the new creditor. If the instrument is payable "to bearer," delivery alone suffices. Endorsement transfers the rights of the endorser to the new holder and also creates a liability of the endorser for payment of the amount of the draft if the drawee does not meet payment when the draft becomes due.

A failure to pay a draft must be more or less formally ascertained (in continental Europe through a formal "certificate of dishonour"). Upon due notice of dishonour, the holder of the draft may claim payment from any endorser whose signature appears on the instrument, and he in turn may claim from prior endorsers, from the drawee, and from the drawer.

The necessity of unifying the legal rules relating to negotiable instruments used in international trade has long been felt, and considerable success in this direction has been achieved. The principal rules in English law are laid down in the Bills of Exchange Act of 1882. This act spread through the whole Commonwealth and also influenced the United States Negotiable Instruments Act proposed in 1896 and eventually adopted throughout the

United States. This latter act has since been replaced by article 3 of the Uniform Commercial Code. On the Continent uniformity between the French and the German approach was first achieved at two conferences held at The Hague in 1910 and 1912 and finally by two Geneva conventions of 1930 and 1931 on uniform laws for drafts, promissory notes, and checks. These latter agreements included some uniform provisions on conflicts of law. These have been adopted by most European countries and by many states in other parts of the world. Neither England nor the United States accepted these conventions, however, partly for fear of upsetting the uniformity already achieved in the Anglo-American orbit.

Whereas negotiable instruments embody a claim for the payment of money, documents of title embody claims to goods. One of the most common such documents is the warehouse receipt.

The warehouse receipt is a document that shares the essential traits of a bill of lading, except that the duty to transport the goods is replaced by an obligation to store them. This receipt also embodies the claim for delivery of the goods and may, therefore, if made out to order, be transferred by endorsement and delivery. According to the intention of the parties, such a transfer may pass ownership in the stored goods or create other rights, such as a security interest, in them.

NON-NEGOTIABLE INSTRUMENTS

In order to make paper negotiable, it is essential that it be payable in money only, at all events, and not out of a particular fund. To render a bill or note negotiable, it must be payable to order, or to bearer. When negotiable paper is payable "to A B only," it cannot be negotiated so as to give the indorsee a claim against any one but his indorser. The term "negotiable" is applied to bills of exchange and promissory notes, which are assignable by indorsement and finally, the act by which a bill of exchange or promissory note is put into circulation by being passed by one of the original parties to another person.

It is important to remember that the prefix "non" represents a negation or absence of the meaning of the word that it precedes. So, a bill of exchange (*draft*) is non-negotiable if it does not pay money, or is not being circulated and cannot be assigned by indorsement.

THE SECRETARY OF THE TREASURY

President George W. Bush nominated John William Snow to be the 73rd Secretary of the Treasury on January 13, 2003. The United States Senate unanimously confirmed Snow to the position on January 30, 2003 and he was sworn into office on February 3, 2003.

Snow was Chairman and Chief Executive Officer of CSX Corporation (owner of CONRAIL), where he successfully guided the transportation company through a period of tremendous change. During Snow's twenty years at CSX, he led the Corporation to refocus on its core railroad business, dramatically reduce injuries and train accidents, and improve its financial performance.



Secretary of the Treasury John Snow

Snow's previous public service includes having served at the Department of Transportation as Administrator of the National Highway Traffic Safety Administration, Deputy Undersecretary, Assistant Secretary for the Governmental Affairs, and Deputy Assistant Secretary for Policy, Plans and International Affairs.

Snow's knowledge of international industry stems from his tenure as Chairman of the Business Roundtable, the foremost business policy group comprised of 250 chief executive

officers of the nation's largest companies. During his tenure as Chairman from 1994 through 1996, he played a major role in supporting passage of the North American Free Trade Agreement, which has devastated many American businesses.

Snow is also recognized as a leading champion of improved corporate governance practices. He is a former co-chairman of the influential Conference Board's Blue-Ribbon Commission on Public Trust and Private Enterprise. He also served as co-chairman of the National Commission on Financial Institution Reform, Recovery and Enforcement in 1992 that made recommendations following the savings and loan crisis.

John Snow was born in Toledo, Ohio, on August 2, 1939, and graduated in 1962 from the University of Toledo. He later earned a Ph.D. in economics from the University of Virginia where he studied under two Nobel Prize winners. Snow graduated with a law degree from the George Washington University in 1967 and then taught economics at the University of Maryland, University of Virginia, as well as law at George Washington. He also served as a Visiting Fellow at the American Enterprise Institute in 1977 and a Distinguished Fellow at the Yale School of Management from 1978 until 1980.

Snow lives in Richmond, Virginia with his wife Carolyn. He has three children and three grandchildren.

CLOSING THOUGHTS & RELATED TOPICS

IT IS OUR SINCERE HOPE that the information contained within this manual will leave you with a better understanding, not only of the system of commerce which is presently in place, but of the possibilities of utilizing it for your own benefit.

There is information that has not been included within this manual: information concerning “sight drafts” for example. Our reasoning behind not including that particular information is based upon situations which have arisen, under certain circumstances, for some of the people attempting to utilize sight drafts.

At this time it appears, from all information available to us, that the sight drafts do obtain the desired effect when properly utilized. However, proper utilization must not only come from the one using the sight draft but also from the people processing them.

There are competent people now working on the development of a way to maximize the possibility of utilizing the drafts without incident. When this information becomes available to us we will make it available, at no charge, to everyone who has purchased a copy of this manual.

Other information, not included within this manual, concerns the “Commercial Dishonour Settlement.” Our understanding is that it can be a very powerful document. However, the truth is neither we nor anyone we have been able to contact fully understands its *proper* use: at least not at this time.

Therefore, we do not feel qualified to give accurate and useful instruction on the proper use of that document. As we come to better understand the use of the “Commercial Dishonour Settlement” – and become able to competently explain what is, what it does and why it does what it does – that information, too, will be made available at no charge.

We hope you understand our reluctance to make information available that we, ourselves, do not understand. This is especially important with information that has a potential to create serious problems for the people using it, through no fault of their own.

We feel it is our responsibility to be prudent in our dissemination of material.

As always, the readers responsibility is to thoroughly investigate the information and make a personal decision concerning the use of it.

All additional material will be made available on the internet, through The American Voice web-site. We will also make it available, upon request, by e-mail and fax. And again at no charge, downloadable forms (*which you can then customize*) are also available through the web-site. You must have the proper password to obtain this material. The web-site address is: www.TheAmericanVoice.com and the is:

ReadTheAmericanVoice

The password *is* case sensitive, so please enter it *exactly* as shown.

While we have made the manual as affordable as possible, we also realize that even fifteen dollars (\$15) can be difficult to part with at times. Therefore, The “Commerce Game EXPOSED: Learn How To Play ‘Accepted For Value’” manual is not copyright protected. We encourage people to make copies of this manual, for friends who may not be able to afford one themselves. The American Voice does ask that you only *give away* the copies you make. In other words, please do not sell copies of this manual for any price.

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Thank-you for your interest.

The Publisher
F. Hayes

BLANK:

DOCUMENTS

FORMS

&

LETTERS

UCC-11

STATE OF OREGON
Corporation Division -- UCC
255 Capitol Street NE, Suite 151
Salem, OR 97310-1327
(503) 986-2200 Facsimile (503) 373-1166
<http://www.sos.state.or.us/corporation/corphp.htm>

REQUEST FOR INFORMATION OR COPIES

Search includes UCC, EFS, and ASL programs.

PLEASE TYPE OR PRINT LEGIBLY. READ INSTRUCTIONS BEFORE FILLING OUT FORM.

1. TYPE OF SEARCH

Please check one box:

- ☐ INFORMATION REQUEST \$10.00 per name
- ☐ INFORMATION REQUEST WITH COPIES \$15.00 per name
- ☐ INFORMATION REQUEST WITH COPIES UPDATE FROM ____/____/____ \$15.00 per name
- ☐ DOCUMENT NUMBER REQUEST \$5.00 per number
List document numbers below:

- ☐ STATE SEAL CERTIFICATE \$15.00 per number
List document numbers below:

2. REQUESTING PARTY

Contact Name: _____ Daytime Phone No.: _____

Return Search to (list name and address):

Name

Address

City, State, Zip

Fax Number

3. SEARCH CRITERIA

DEBTOR NAME SEARCH (last name, first name):

DEBTOR MAILING ADDRESS (Optional. If left blank, all addresses will be included.):

INSTRUCTIONS

SECTION 1 -- TYPE OF SEARCH

Information Request will list the file number, the date, and secured party/assignee. Provide certified list of active filings naming the debtor in Section 3.

Information Request with copies will give you the above information plus copies of the filings themselves. This will give you all the information for the filings we have in our records.

Searches are completed to show all filings that are effective on the certification date. Searches include UCC, EFS, Federal Tax, and ASL Liens, unless otherwise specified.

Update search from date specified to present.

SECTION 2 -- RETURN NAMES AND ADDRESSES

Listing a telephone number and contact name will allow the Search Officer to contact you in case of questions concerning your request.

EFS oral confirmation is available, if requested. Indicate your return address.

SECTION 3 -- HOW YOU LIST THE DEBTOR NAME WILL AFFECT YOUR RESULTS

For our purposes, husbands and wives, proprietors, and dba's are considered separate names (John and Mary Smith are two names, Mark Jones dba Jones Farms are two names, etc.).

Individual names often have slight variations in the file listings.

MIDDLE INITIAL/MIDDLE NAME

You may request a search on an individual that includes both with and without their middle name/initial, without being charged for an additional name. This is done by placing the middle initial and/or name in parentheses, as in these examples: John (W) Smith, Mary (S)ue Jones, George (Mark) Jacobsen. You would then receive all filings that show the individuals' first and last name, and also those that show the middle name/initial information you provided. Your search would not show filings that listed a different middle name/initial than you gave.

YOUR SEARCH WILL BE LIMITED BY THE ADDRESS SHOWN

If you list an address, the Search Officer will only show those filings that list that address.

You may also limit the search to addresses in specified towns, but may not limit the search by counties or area.

FEES. See Section 1 above.

Make check payable to "Corporation Division."

If paying with VISA or MasterCard, include your card number and expiration date.

No. _____ Exp. Date ____ / ____

Non-negotiable Charge Back

John Snow, Secretary
Department of Treasury
1500 Pennsylvania Avenue NW
Washington, DC 20220

Dear Mr. Secretary:

Enclosed you will find a copy of the Registered Security which I have sent to you to open my Treasury Direct Account. I accept for value all related endorsements in accordance with both UCC 3-419 and HRJ-192. Charge my Treasury Direct Account, Employer Identification Number _____ for the registration fees and command the memory of account number _____ to charge the same to the debtor's Order or your Order.

The total amount of this NON-NEGOTIABLE ACCEPTANCE FOR VALUE in the enclosed filing is \$ _____.

Posted Registered Account # _____
Invoice # _____

Pre-paid – Preferred Stock
Priority – Exempt from Levy

Res/In Rem

Employer I.D. #
Trustee, but not Individually

() –

Attachments: 1) Non-Negotiable Bill of Exchange
2) Copy of Birth Certificate: _____

cc: file

Non-negotiable
BILL OF EXCHANGE

(In Accord with HJR-192)

John Snow, Secretary
Department of the Treasury
1500 Pennsylvania Avenue NW
Washington, DC 20220

Re: "CHARGE BACK" of Personal Treasury Direct Account

Dear Mr. Snow:

Enclosed are documents (*copies*) from my examination of my Commercial Agreements, which are listed on the enclosed (*accounting*) with receipts and other evidence which I accept for value, with all related endorsements (*front and back*) to include those in accord with UCC 3-419. The total amount of the Non-Negotiable CHARGE BACK enclosed is \$ _____.

Please charge back to my Treasury Direct Account _____ for the same value and charge my account for the fees necessary for securing and registration (*for the priority exchange for the exemption to discharge the public liability*) of my personal possessions, and command the memory of account # _____ to charge the same to debtor's Order or your Order.

This POSTED Registered Account # _____, fund, which is part of my tax estimate, is directed for use (*priority*) for the Republic (*Article IV, Section 4 of the United States Constitution*) in accord with public policy HJR-192 (*discharge of the public debt*).

I instruct you, John Snow, Secretary and/or your Deputy-in-Charge to take my acceptance (*BA*), this Article VII receipt, in exchange for the tax exemption priority. This "NON-NEGOTIABLE BILL OF EXCHANGE," in accordance with HJR-192, is presented for the receiver to the Federal Window for settlement (*EFI*) within the three (3) day Truth-in-Lending time for settlement of retail agreements.

With this POSTED transaction the CHARGE BACK charge, documented by the enclosed forms for use by the Republic, is complete.

If you need information or assistance charging my Account, you may write or call.

Yours truly,

Employer I.D. #
Trustee, but not Individually

Attached Invoice Number: _____
cc: file

UCC-1

STATE OF OREGON
Corporation Division – UCC
255 Capitol Street NE, Suite 151
Salem, OR 97310-1327
(503) 986-2200 Facsimile (503) 373-1166
<http://www.sos.state.or.us/corporation/corphp>

STATE FINANCING STATEMENT STANDARD FORM

PLEASE TYPE OR PRINT LEGIBLY. READ INSTRUCTIONS BEFORE FILLING OUT FORM.

This Financing Statement is presented to filing officer pursuant to the Uniform Commercial Code. This financing statement remains effective for a period of five years from the date of filing, unless extended for additional periods as provided for by ORS Chapter 79. A carbon, photographic, or other reproduction of this form, financing statement, or security agreement may be filed as a financing statement under ORS Chapter 79.

A. DEBTOR NAME(S) (If individual, list last name first.)

1. _____
2. _____
3. _____

DEBTOR MAILING ADDRESS: _____

B. SECURED PARTY(IES) NAME AND ADDRESS

Contact Name: _____ Phone No.: _____

C. ASSIGNEE(S) NAME AND ADDRESS (if any)

Contact Name: _____ Phone No.: _____

D. DEBTOR SIGNATURE(S) REQUIRED

By: _____ By: _____

By: _____ By: _____

E. DEBTOR SIGNATURE(S) NOT REQUIRED. If applicable, check the appropriate box below to file without debtor signature(s). This statement is filed without the debtor signature(s) to perfect a security interest in collateral. **Secured Party must sign**, when debtor signature(s) is not required. See instructions for further information.

- ☐ Collateral already subject to a security interest in another jurisdiction.
☐ Which is proceeds of the described original collateral which was perfected.
☐ Collateral as to which the filing has lapsed.
☐ Collateral acquired after a change of name, identity, or corporate structure of debtor.

By: _____ By: _____

Secured Party Signature

Secured Party Signature

F. DESCRIBE THE COLLATERAL (ORS 79.4020).

- ☐ PRODUCTS of collateral are also covered.
☐ DEBTOR is a transmitting utility
☐ ALL PROCEEDS, products, accounts and fixtures, and the Orders therefrom, are released to the Debtor.

NOTICE: This is a bonding document and

RETURN ACKNOWLEDGMENT LETTER TO: (Include name, address, and identifier for the debtor listed above. You may include collateral identifier limited to eight characters. REFER TO INSTRUCTION, NUMBER 5.) Please do not type or print outside of bracketed area.

[]

[]

FEES

Make check for \$10.00 payable to "Corporation Division."

NOTE: Filing fees may be paid with VISA or MasterCard. The card number and expiration date should be submitted on a separate sheet of paper for your protection.

DO NOT SUBMIT DUPLICATES OF THIS FILING OR IT'S ATTACHMENT!

UCC-3

STATE OF OREGON
Corporation Division – UCC
255 Capitol Street NE, Suite 151
Salem, OR 97310-1327
(503) 986-2200 Facsimile (503) 373-1166
<http://www.sos.state.or.us/corporation/corphp.htm>

STATEMENT OF TERMINATION, CONTINUATION, ASSIGNMENT, RELEASE, AMENDMENT

PLEASE TYPE OR PRINT LEGIBLY. READ INSTRUCTIONS BEFORE FILLING OUT FORM.

This Financing Statement is presented to filing officer pursuant to the Uniform Commercial Code. This financing statement remains effective for a period of five years from the date of filing, unless extended for additional periods as provided for by ORS Chapter 79. A carbon, photographic, or other reproduction of this form, financing statement, or security agreement may be filed as a financing statement under ORS Chapter 79.

A. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

No.: _____ Date Filed: _____

B. TYPE OF AMENDMENT (CHECK ALL BOXES THAT APPLY).

- ☐ **TERMINATION (NO FEE).** The Secured Party certifies that they no longer claim interest under the financing statement bearing the file number shown in SECTION A.
- ☐ **CONTINUATION.** Submitted within six months prior to expiration date.
- ☐ **ASSIGNMENT.** The Secured Party assigns to the Assignee whose name and address is shown in SECTION E and bearing the file number shown in SECTION A.
Choose one: ☐ Full assignment ☐ Partial assignment
- ☐ **RELEASE. RELEASE DOES NOT TERMINATE DEBT.** From the collateral described in the financing statement bearing the file number shown in SECTION A, the Secured Party releases the following: (describe in SECTION G)
Choose one: ☐ Release of all Collateral ☐ Partial release
- ☐ **AMENDMENT.** Financing statement bearing file number shown in SECTION A is amended as described in SECTION G. Signature of Debtor required in most cases.

G. AMENDMENT INFORMATION

Use this area to list collateral to be Released, Amendment description, and other information.

- ☐ **PRODUCTS** of collateral are also covered.
- ☐ **DEBTOR** is a transmitting utility

C. DEBTOR NAME(S)

1. _____
2. _____
3. _____

DEBTOR MAILING ADDRESS: _____

D. SECURED PARTY(IES) NAME AND ADDRESS

Contact Name: _____ Phone No.: _____

E. ASSIGNEE NAME AND ADDRESS (if any)

Contact Name: _____ Phone No.: _____

F. SIGNATURES. In accordance with ORS Chapter 79, ALL SECURED PARTIES must sign UCC-3 Filings.

By: _____

By: _____

By: _____

By: _____

RETURN ACKNOWLEDGMENT LETTER TO: (Include name, address, and identifier for the debtor listed above. You may include collateral identifier limited to eight characters. REFER TO INSTRUCTION, NUMBER 7.) Please do not type or print outside of bracketed area.

FEES

Make check for \$10.00 payable
to "Corporation Division."
No Fee for Termination.

NOTE: Filing fees may be paid with VISA or MasterCard.
The card number and expiration date should be submitted
on a separate sheet of paper for your protection.

DO NOT SUBMIT DUPLICATES OF THIS FILING OR ITS ATTACHMENTS.

Non-negotiable Notice of Acceptance

RE: _____

NOTICE is hereby given to _____, who is making a public offering in the Notice dated _____. Your Fiduciary Tax Estimate and your Fiduciary Tax Return are required for doing business in the local community in the operation of a commercial vehicle of my ownership.

The numbers mentioned above must be registered with the State of _____ for proving financial liability. Please provide me with these ID numbers by return mail.

The use of my name is the commercial vehicle (STRAW MAN) you are offering to obtain exempt priority status. Also, by using my name for registered tax exemptions you are making a private claim, thereby making those ID numbers a requirement for my indemnity from any harm.

You have three (3) days from the date of the receipt of this NOTICE to respond to me with the above identified numbers. This is in accord with the Truth-in-Lending requirement (Public Policy).

Dishonor will be the result of your failure to respond.

Awaiting your timely response I remain,

Yours truly,

encl.

cc: file

Non-negotiable Notice of Acceptance Second Notice

RE: Notice of Acceptance, dated _____

NOTICE is hereby given to _____, who is making a public offering in the Notice dated _____. Your Fiduciary Tax Estimate and your Fiduciary Tax Return are required for doing business in the local community in the operation of a commercial vehicle of my ownership.

The numbers mentioned above must be registered with the State of _____ for proving financial liability. Please provide me with these ID numbers by return mail.

The use of my name is the commercial vehicle (STRAW MAN) you are offering to obtain exempt priority status. Also, by using my name for registered tax exemptions you are making a private claim, thereby making those ID numbers a requirement for my indemnity from any harm.

You have three (3) days from the date of the receipt of this NOTICE to respond to me with the above identified numbers. This is in accord with the Truth-in-Lending requirement (Public Policy).

Dishonor will be the result of your failure to respond.

Awaiting your timely response I remain,

Yours truly,

encl.

cc: file

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do NOT
send to the IRS.

Please print or type

Name (If a joint account or you changed your name, see **Specific Instructions** on page 2.)

Business name, if different from above. (See **Specific Instructions** on page 2.)

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How To Get a TIN** on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

OR

Employer identification number

List account number(s) here (optional)

Part II For Payees Exempt From Backup Withholding (See the instructions on page 2.)

Part III Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions.—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign
Here

Signature ▶

Date ▶

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are an exempt payee.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What Is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding

include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive **will** be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

2. The IRS tells the requester that you furnished an incorrect TIN, or

3. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

4. You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only), or

5. You do not certify your TIN when required. See the Part III instructions on page 2 for details.

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure To Furnish TIN.—If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil Penalty for False Information With Respect to Withholding.—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal Penalty for Falsifying Information.—Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs.—If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name.—If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole Proprietor.—You must enter your **individual** name as shown on your social security card. You may enter your business, trade, or "doing business as" name on the **business name** line.

Other Entities.—Enter the business name as shown on required Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or "doing business as" name on the business name line.

Part I—Taxpayer Identification Number (TIN)

You must enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How To Get a TIN** below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, using your EIN may result in unnecessary notices to the requester.

Note: See the chart on this page for further clarification of name and TIN combinations.

How To Get a TIN.—If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5** from your local Social Security Administration office. Get **Form W-7** to apply for an ITIN or **Form SS-4** to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676).

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester. Other payments are subject to backup withholding.

Note: Writing "Applied For" means that you have already applied for a TIN **OR** that you intend to apply for one soon.

Part II—For Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are **not** exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the separate Instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester a completed **Form W-8**, Certificate of Foreign Status.

Part III—Certification

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

1. Interest, Dividend, and Barter Exchange Accounts Opened Before 1984 and Broker Accounts Considered Active During 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, Dividend, Broker, and Barter Exchange Accounts Opened After 1983 and Broker Accounts Considered Inactive During 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item **2** in the certification before signing the form.

3. Real Estate Transactions. You must sign the certification. You may cross out item **2** of the certification.

4. Other Payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services (including attorney and accounting fees), and payments to certain fishing boat crew members.

5. Mortgage Interest Paid by You, Acquisition or Abandonment of Secured Property, Cancellation of Debt, or IRA Contributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends,

and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.



Non-negotiable
NOTICE OF TRANSFER

Invoice Number: _____

Treasury Direct Account # _____

Posted Registered Account # _____

RE: Notice Of Acceptance Of Dishonor, Notice Of Charge Back (in accord with UCC 3-419 and HJR-192), and **Registered Adjustment of Account.**

COLLATERAL and LOCATION:

VALUE OF DISHONOR: \$ _____

You are hereby given Notice that the United States Department of Commerce, Bureau of Census, has classified certain persons as United States citizens, and they have been placed as Collateral in Bond for the Security of the United States Department of the Treasury. Those persons are identified under the following categories: Those carrying a Social Security number, United States Passport, Permanent Resident Alien card or Diplomatic Immunity. These persons have been placed on the Rolls of the International Monetary Fund (IMF) in lieu of the National Debt.

Due to your ***Dishonor*** in this matter you have caused your Bond to be transferred by ***Acceptance of Lien*** against your name and it will be registered as such with the State authorities in your state.

enclosures _____

cc Secretary of the Treasury
Secretary of State UCC
file

Non-negotiable
Bill of Exchange

Invoice Number: _____

Treasury Direct Account # _____

Posted Registered Account # _____

RE: Notice Of Acceptance Of Dishonor, Notice Of Charge Back (in accord with UCC 3-419 and HJR-192), and **Registered Adjustment of Account.**

COLLATERAL and LOCATION:

VALUE OF DISHONOR: \$ _____

Thank you for your Refusal/Commercial Dishonor, which I accept for value (with all related endorsements, front and back, to include those in accord with UCC 3-419) as evidence with this BILL OF EXCHANGE. I have directed the CHARGE BACK of this BILL OF EXCHANGE to my Treasury Direct Account # _____, in the amount listed above, which is part of the tax estimate for use by the Republic.

The account is charged for the fees necessary to secure and register (for priority exchange for the tax exemption to discharge the public liability in accord with HJR-192) my personal property (preferred stock/unalienable Rights). I have commanded the memory of Treasury Direct Account # _____ to charge the same to the debtor's Order or the Secretary of Treasury's Order. Retour Sans Frais.

Sincerely,

enclosures _____

cc: Secretary of the Treasury
Secretary of State UCC
file

Non-negotiable

Internal Revenue Service
Detroit Computing Center
P.O. Box 32621
Detroit, MI 48232

RE: Form 8300, Suspicious Transaction

To Whom It May Concern:

Attached/enclosed, please find copies of the correspondence/document(s) identifying tax obligations admitted to by the author(s) of said correspondence/document(s) as identified therein.

It appears obvious from the copies of said correspondence/document(s) that the author(s) thereof clearly has/have a tax obligation. I have given written Notice that the property in question has been accepted by me for value and the same is EXEMPT from levy. That Notice eliminates any exempt status for the claim(s) made by the author(s) of the correspondence/document(s) in question.

The above mentioned claimant has the tax liability by virtue of an obligation to produce a fiduciary tax return (individual if no fiduciary is available) at my request. Tax return(s) were requested on _____ and then again on _____. Evidence of the receipt of the requests are enclosed.

My acceptance for value of the first account is exempt from levy, non-negotiable and pre-paid. Therefore, the escrow is closed by the application of public policy HJR-192, which requires the discharge of the public duty dollar for dollar.

The value of the accounts have not been released to me. The above mentioned author(s)/claimant(s) refuse to provide the value of their claim(s) and are clearly identified as delinquent for the amount of the tax. Please collect the tax accordingly.

Sincerely,

cc: _____
file

**Report of Cash Payments Over \$10,000
Received in a Trade or Business**

▶ See instructions for definition of cash.

▶ Use this form for transactions occurring after July 31, 1997.

Please type or print.

OMB No. 1545-0892

1 Check appropriate box(es) if: **a** ☐ Amends prior report; **b** ☐ Suspicious transaction.**Part I Identity of Individual From Whom the Cash Was Received****2** If more than one individual is involved, check here and see instructions ▶ ☐**3** Last name **4** First name **5** M.I. **6** Taxpayer identification number**7** Address (number, street, and apt. or suite no.) **8** Date of birth (see instructions) ▶ M M D D Y Y Y Y**9** City **10** State **11** ZIP code **12** Country (if not U.S.) **13** Occupation, profession, or business**14** Document used to verify identity: **a** Describe identification ▶ **b** Issued by **c** Number**Part II Person on Whose Behalf This Transaction Was Conducted****15** If this transaction was conducted on behalf of more than one person, check here and see instructions ▶ ☐**16** Individual's last name or Organization's name **17** First name **18** M.I. **19** Taxpayer identification number**20** Doing business as (DBA) name (see instructions) Employer identification number**21** Address (number, street, and apt. or suite no.) **22** Occupation, profession, or business**23** City **24** State **25** ZIP code **26** Country (if not U.S.)**27** Alien identification: **a** Describe identification ▶ **b** Issued by **c** Number**Part III Description of Transaction and Method of Payment****28** Date cash received M M D D Y Y Y Y **29** Total cash received \$.00 **30** If cash was received in more than one payment, check here ▶ ☐ **31** Total price if different from item 29 \$.00**32** Amount of cash received (in U.S. dollar equivalent) (must equal item 29) (see instructions):**a** U.S. currency \$.00 (Amount in \$100 bills or higher \$.00)**b** Foreign currency \$.00 (Country ▶)**c** Cashier's check(s) \$.00**d** Money order(s) \$.00**e** Bank draft(s) \$.00**f** Traveler's check(s) \$.00

Issuer's name(s) and serial number(s) of the monetary instrument(s) ▶

33 Type of transaction **f** ☐ Debt obligations paid**a** ☐ Personal property purchased **g** ☐ Exchange of cash**b** ☐ Real property purchased **h** ☐ Escrow or trust funds**c** ☐ Personal services provided **i** ☐ Bail bond**d** ☐ Business services provided **j** ☐ Other (specify) ▶**e** ☐ Intangible property purchased**34** Specific description of property or service shown in 33. (Give serial or registration number, address, docket number, etc.) ▶**Part IV Business That Received Cash****35** Name of business that received cash **36** Employer identification number**37** Address (number, street, and apt. or suite no.) Social security number**38** City **39** State **40** ZIP code **41** Nature of your business**42** Under penalties of perjury, I declare that to the best of my knowledge the information I have furnished above is true, correct, and complete.

Signature of authorized official

Title of authorized official

43 Date of signature M M D D Y Y Y Y **44** Type or print name of contact person **45** Contact telephone number ()

Multiple Parties

(Complete applicable parts below if box 2 or 15 on page 1 is checked)

Part I Continued—Complete if box 2 on page 1 is checked

3	Last name	4	First name	5	M.I.	6	Taxpayer identification number <div style="text-align: center;"> : : : : : : : : : : : : : : : </div>
7	Address (number, street, and apt. or suite no.)			8	Date of birth . ▶ (see instructions)	<div style="text-align: center;"> M M D D Y Y Y Y : : : : : : : : </div>	
9	City	10	State :	11	ZIP code	12	Country (if not U.S.)
				13		Occupation, profession, or business	
14	Document used to verify identity: b Issued by			a	Describe identification ▶ _____ Number		

3	Last name	4	First name	5	M.I.	6	Taxpayer identification number : : : : : : : :
7	Address (number, street, and apt. or suite no.)			8	Date of birth . ▶ (see instructions)	M M D D Y Y Y Y : : : : : : : :	
9	City	10	State :	11	ZIP code	12	Country (if not U.S.)
				13		Occupation, profession, or business	
14	Document used to verify identity: b Issued by			a Describe identification ▶ _____ c Number _____			

Part II Continued—Complete if box 15 on page 1 is checked

16	Individual's last name or Organization's name	17	First name	18	M.I.	19	Taxpayer identification number	
20	Doing business as (DBA) name (see instructions)					Employer identification number		
21	Address (number, street, and apt. or suite no.)					22 Occupation, profession, or business		
23	City	24	State	25	ZIP code	26 Country (if not U.S.)		
27	Alien identification:							
a	Describe identification ▶				Number			
b	Issued by				Number			

16	Individual's last name or Organization's name	17	First name	18	M.I.	19	Taxpayer identification number
20	Doing business as (DBA) name (see instructions)					Employer identification number	
21	Address (number, street, and apt. or suite no.)				22 Occupation, profession, or business		
23	City	24	State	25	ZIP code	26 Country (if not U.S.)	
27	Alien identification: a Describe identification ►						
b Issued by							c Number

Item You Should Note

Clerks of Federal or State courts must now file Form 8300 if more than \$10,000 in cash is received as bail for an individual(s) charged with certain criminal offenses. For these purposes, a clerk includes the clerk's office or any other office, department, division, branch, or unit of the court that is authorized to receive bail. If a person receives bail on behalf of a clerk, the clerk is treated as receiving the bail.

If multiple payments are made in cash to satisfy bail and the initial payment does not exceed \$10,000, the initial payment and subsequent payments must be aggregated and the information return must be filed by the 15th day after receipt of the payment that causes the aggregate amount to exceed \$10,000 in cash. In such cases, the reporting requirement can be satisfied either by sending a single written statement with an aggregate amount listed or by furnishing a copy of each Form 8300 relating to that payer. Payments made to satisfy separate bail requirements are not required to be aggregated. See Treasury Regulations section 1.6050I-2.

Casinos must file Form 8300 for nongaming activities (restaurants, shops, etc.).

General Instructions

Who must file.—Each person engaged in a trade or business who, in the course of that trade or business, receives more than \$10,000 in cash in one transaction or in two or more related transactions, must file Form 8300. Any transactions conducted between a payer (or its agent) and the recipient in a 24-hour period are related transactions. Transactions are considered related even if they occur over a period of more than 24 hours if the recipient knows, or has reason to know, that each transaction is one of a series of connected transactions.

Keep a copy of each Form 8300 for 5 years from the date you file it.

Voluntary use of Form 8300.—Form 8300 may be filed voluntarily for any suspicious transaction (see **Definitions**), even if the total amount does not exceed \$10,000.

Exceptions.—Cash is not required to be reported if it is received:

- By a financial institution required to file **Form 4789**, Currency Transaction Report.
- By a casino required to file (or exempt from filing) **Form 8362**, Currency Transaction Report by Casinos, if the cash is received as part of its gaming business.
- By an agent who receives the cash from a principal, if the agent uses all of the cash within 15 days in a second transaction that is reportable on Form 8300 or on Form 4789, and discloses all the information necessary to complete Part II of Form 8300 or Form 4789 to the recipient of the cash in the second transaction.
- In a transaction occurring entirely outside the United States. See **Pub. 1544**, Reporting Cash Payments Over \$10,000 (Received in a Trade or Business),

regarding transactions occurring in Puerto Rico, the Virgin Islands, and territories and possessions of the United States.

- In a transaction that is not in the course of a person's trade or business.

When to file.—File Form 8300 by the 15th day after the date the cash was received. If that date falls on a Saturday, Sunday, or legal holiday, file the form on the next business day.

Where to file.—File the form with the Internal Revenue Service, Detroit Computing Center, P.O. Box 32621, Detroit, MI 48232, or hand carry it to your local IRS office.

Statement to be provided.—You must give a written statement to each person named on a required Form 8300 on or before January 31 of the year following the calendar year in which the cash is received. The statement must show the name, telephone number, and address of the information contact for the business, the aggregate amount of reportable cash received, and that the information was furnished to the IRS. Keep a copy of the statement for your records.

Multiple payments.—If you receive more than one cash payment for a single transaction or for related transactions, you must report the multiple payments any time you receive a total amount that exceeds \$10,000 within any 12-month period. Submit the report within 15 days of the date you receive the payment that causes the total amount to exceed \$10,000. If more than one report is required within 15 days, you may file a combined report. File the combined report no later than the date the earliest report, if filed separately, would have to be filed.

Taxpayer identification number (TIN).—You must furnish the correct TIN of the person or persons from whom you receive the cash and, if applicable, the person or persons on whose behalf the transaction is being conducted. **You may be subject to penalties for an incorrect or missing TIN.**

The TIN for an individual (including a sole proprietorship) is the individual's social security number (SSN). For certain resident aliens who are not eligible to get an SSN and nonresident aliens who are required to file tax returns, it is an IRS Individual Taxpayer Identification Number (ITIN). For other persons, including corporations, partnerships, and estates, it is the employer identification number.

If you have requested but are not able to get a TIN for one or more of the parties to a transaction within 15 days following the transaction, file the report and attach a statement explaining why the TIN is not included.

Exception: *You are not required to provide the TIN of a person who is a nonresident alien individual or a foreign organization if that person does not have income effectively connected with the conduct of a U.S. trade or business and does not have an office or place of business, or fiscal or paying agent, in the United States. See Pub. 1544 for more information.*

Penalties.—You may be subject to penalties if you fail to file a correct and complete Form 8300 on time and you cannot show that the failure was due to reasonable cause. You may also be subject to penalties if you fail to furnish timely a correct and complete statement to each person named in a required report. A minimum penalty of \$25,000 may be imposed if the failure is due to an intentional disregard of the cash reporting requirements.

Penalties may also be imposed for causing, or attempting to cause, a trade or business to fail to file a required report; for causing, or attempting to cause, a trade or business to file a required report containing a material omission or misstatement of fact; or for structuring, or attempting to structure, transactions to avoid the reporting requirements. These violations may also be subject to criminal prosecution which, upon conviction, may result in imprisonment of up to 5 years or fines of up to \$250,000 for individuals and \$500,000 for corporations or both.

Definitions

Cash.—The term "cash" means the following:

- U.S. and foreign coin and currency received in any transaction.
- A cashier's check, money order, bank draft, or traveler's check having a face amount of \$10,000 or less that is received in a **designated reporting transaction** (defined below), or that is received in any transaction in which the recipient knows that the instrument is being used in an attempt to avoid the reporting of the transaction under section 6050I.

Note: *Cash does not include a check drawn on the payer's own account, such as a personal check, regardless of the amount.*

Designated reporting transaction.—A retail sale (or the receipt of funds by a broker or other intermediary in connection with a retail sale) of a consumer durable, a collectible, or a travel or entertainment activity.

Retail sale.—Any sale (whether or not the sale is for resale or for any other purpose) made in the course of a trade or business if that trade or business principally consists of making sales to ultimate consumers.

Consumer durable.—An item of tangible personal property of a type that, under ordinary usage, can reasonably be expected to remain useful for at least 1 year, and that has a sales price of more than \$10,000.

Collectible.—Any work of art, rug, antique, metal, gem, stamp, coin, etc.

Travel or entertainment activity.—An item of travel or entertainment that pertains to a single trip or event if the combined sales price of the item and all other items relating to the same trip or event that are sold in the same transaction (or related transactions) exceeds \$10,000.

Exceptions.—A cashier's check, money order, bank draft, or traveler's check is not considered received in a designated

reporting transaction if it constitutes the proceeds of a bank loan or if it is received as a payment on certain promissory notes, installment sales contracts, or down payment plans. See Pub. 1544 for more information.

Person.—An individual, corporation, partnership, trust, estate, association, or company.

Recipient.—The person receiving the cash. Each branch or other unit of a person's trade or business is considered a separate recipient unless the branch receiving the cash (or a central office linking the branches), knows or has reason to know the identity of payers making cash payments to other branches.

Transaction.—Includes the purchase of property or services, the payment of debt, the exchange of a negotiable instrument for cash, and the receipt of cash to be held in escrow or trust. A single transaction may not be broken into multiple transactions to avoid reporting.

Suspicious transaction.—A transaction in which it appears that a person is attempting to cause Form 8300 not to be filed, or to file a false or incomplete form. The term also includes any transaction in which there is an indication of possible illegal activity.

Specific Instructions

You must complete all parts. However, you may skip Part II if the individual named in Part I is conducting the transaction on his or her behalf only.

Item 1.—If you are amending a prior report, check box 1a. Complete the appropriate items with the correct or amended information only. Complete all of Part IV. Staple a copy of the original report to the amended report.

To voluntarily report a suspicious transaction (see **Definitions**), check box 1b. You may also telephone your local IRS Criminal Investigation Division or call 1-800-800-2877.

Part I

Item 2.—If two or more individuals conducted the transaction you are reporting, check the box and complete Part I for any one of the individuals. Provide the same information for the other individual(s) on the back of the form. If more than three individuals are involved, provide the same information on additional sheets of paper and attach them to this form.

Item 6.—Enter the taxpayer identification number (TIN) of the individual named. See **Taxpayer identification number (TIN)** under **General Instructions** for more information.

Item 8.—Enter eight numerals for the date of birth of the individual named. For example, if the individual's birth date is July 6, 1960, enter 07 06 1960.

Item 13.—Fully describe the nature of the occupation, profession, or business (for example, "plumber," "attorney," or "automobile dealer"). Do not use general or

nondescriptive terms such as "businessman" or "self-employed."

Item 14.—You must verify the name and address of the named individual(s). Verification must be made by examination of a document normally accepted as a means of identification when cashing checks (for example, a driver's license, passport, alien registration card, or other official document). In item 14a, enter the type of document examined. In item 14b, identify the issuer of the document. In item 14c, enter the document's number. For example, if the individual has a Utah driver's license, enter "driver's license" in item 14a, "Utah" in item 14b, and the number appearing on the license in item 14c.

Part II

Item 15.—If the transaction is being conducted on behalf of more than one person (including husband and wife or parent and child), check the box and complete Part II for any one of the persons. Provide the same information for the other person(s) on the back of the form. If more than three persons are involved, provide the same information on additional sheets of paper and attach them to this form.

Items 16 through 19.—If the person on whose behalf the transaction is being conducted is an individual, complete items 16, 17, and 18. Enter his or her TIN in item 19. If the individual is a sole proprietor and has an employer identification number (EIN), you must enter both the SSN and EIN in item 19. If the person is an organization, put its name as shown on required tax filings in item 16 and its EIN in item 19.

Item 20.—If a sole proprietor or organization named in items 16 through 18 is doing business under a name other than that entered in item 16 (e.g., a "trade" or "doing business as (DBA)" name), enter it here.

Item 27.—If the person is **NOT** required to furnish a TIN (see **Taxpayer identification number (TIN)** under **General Instructions**), complete this item. Enter a description of the type of official document issued to that person in item 27a (for example, "passport"), the country that issued the document in item 27b, and the document's number in item 27c.

Part III

Item 28.—Enter the date you received the cash. If you received the cash in more than one payment, enter the date you received the payment that caused the combined amount to exceed \$10,000. See **Multiple payments** under **General Instructions** for more information.

Item 30.—Check this box if the amount shown in item 29 was received in more than one payment (for example, as installment payments or payments on related transactions).

Item 31.—Enter the total price of the property, services, amount of cash exchanged, etc. (for example, the total cost

of a vehicle purchased, cost of catering service, exchange of currency) if different from the amount shown in item 29.

Item 32.—Enter the dollar amount of each form of cash received. Show foreign currency amounts in U.S. dollar equivalent at a fair market rate of exchange available to the public. **The sum of the amounts must equal item 29.** For cashier's check, money order, bank draft, or traveler's check, provide the name of the issuer and the serial number of each instrument. Names of all issuers and all serial numbers involved must be provided. If necessary, provide this information on additional sheets of paper and attach them to this form.

Item 33.—Check the appropriate box(es) that describe the transaction. If the transaction is not specified in boxes a–i, check box j and briefly describe the transaction (for example, car lease, boat lease, house lease, aircraft rental).

Part IV

Item 36.—If you are a sole proprietorship, you must enter your SSN. If your business also has an EIN, you must provide the EIN as well. All other business entities must enter an EIN.

Item 41.—Fully describe the nature of your business, for example, "attorney," "jewelry dealer." Do not use general or nondescriptive terms such as "business" or "store."

Item 42.—This form must be signed by an individual who has been authorized to do so for the business that received the cash.

Paperwork Reduction Act Notice

The requested information is useful in criminal, tax, and regulatory investigations, for instance, by directing the Federal Government's attention to unusual or questionable transactions. Trades or businesses are required to provide the information under 26 U.S.C. 6050I.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Code section 6103.

The time needed to complete this form will vary depending on individual circumstances. The estimated average time is 21 minutes. If you have comments concerning the accuracy of this time estimate or suggestions for making this form simpler, you can write to the Tax Forms Committee, Western Area Distribution Center, Rancho Cordova, CA 95743-0001. DO NOT send this form to this office. Instead, see **Where To File** on page 3.



Non-Negotiable SECURITY AGREEMENT

ALL PROPERTY of _____, DEBTOR, of _____, is hereby the property and security of the Secured Party, _____ of _____. Secured Party must be properly and fully compensated before any of the following property can be exchanged, sold, tendered or disposed of in any manner.

This property, now owned and hereafter acquired, includes, but is not limited to: proceeds, products, accounts and fixtures from crops, mine head, wellhead, with transmitting utilities, etc., rent, wages, **all** income, land, mineral, water and air rights, cottages, house(s), buildings, bank accounts, bank deposit box(s) and the contents therein, savings account(s), retirement plans, stocks, bonds, securities, benefits from trusts, inheritances gotten and to be gotten, inventory of any source, all machinery either farm or industrial, livestock, livestock equipment, vehicles, auto(s), truck(s), 4 wheeler(s), all boats and water craft, aircraft, motor homes, 5th wheel trailer(s), mobile home(s), jewelry, wedding bands and/or rings, watch(s), all household goods, appliances, any type of furniture, kitchen utensils, cooking utensils, radio(s), television(s), computer(s), music instrument(s), antiques, sport equipment, rifle(s), gun(s), and any other type of property held for my benefit by myself or by others, until such time as the dishonour agreement, Bill of Exchange # _____, for the value of \$ _____, held by the Secured Party, is satisfied in full and acknowledgment of the same is completed.

Any property not specifically listed, named or listed by make, model, serial number etc. is included as the same.

Debtor agrees to notify all employers and creditors of the same, as all debtors' wages are property of the Secured Party and are noticed accordingly.

This privately held Security Agreement cannot be discharged in bankruptcy court, as the holder's property is **exempt from levy**.

Secured Party accepts all signatures in accord with UCC 3-419.

Debtor

Secured Party

Non-negotiable
Notice of Claim

RE: Notice of Claim and Request for Payment relating to _____

Dear Mr./Ms. _____:

This is my Claim and an attempt to recover my damages involving _____
_____, which are the direct result of _____.

Your decisions, and the actions subsequent to them, have caused me [and my family]
much harm and injury.

The full monetary amount of my Claim is \$ _____.

You have this one opportunity to make amends, by releasing and delivering to me
_____. If you respond in good faith and
release said property to me I will not pursue the full monetary amount of my Claim. I will,
instead, release you from any and all liability.

I am allowing you ten (10) days to make restitution to me. If, however, no response is
forthcoming, I will have no choice but to pursue other remedy.

Yours truly,

Employer Identification #

enclosure: _____

cc: file



The Commerce Game EXPOSED

Published by *The American Voice newspaper*, this is arguably the easiest book to comprehend on the subject of "commerce" — and how it affects every aspect of our lives. Shockingly, much of it is not good.

The process described within these pages has been called Redemption, Accepted for Value, and The Strawman Process, but what it is, is a detailed procedure on one very important aspect of commerce.

The "game" is learning who you are: the Creditor not the Debtor. The reader will learn that there is no longer a mechanism to "pay" debts, only "discharge" them, and will also learn the difference between "paying" a debt and "discharging" one.

Discover why a federal reserve note is a debt instrument, not money and finally understand that in the present "monetary system" debt is valued as an asset.

The Commerce Game EXPOSED gives you the information you need to understand these facts and more. This book, at only \$25, is the best value available for information regarding this subject. Some readers' comments are:

"After reading The Commerce Game I finally understood what I had been hearing about this process" — *R.W., Wisconsin*

"This book was a great start. I was able to continue my education on this subject with a solid understanding of the process." — *V.M., Ohio*

"I've been studying this subject for awhile and I still go back to the commerce game to clarify things. It's just easy to understand." — *W.B., California*

So, whether you are an advanced student, who would like an easy reference to clarify, or a beginner, who just wants to understand the process, **The Commerce Game EXPOSED** is a good choice.

"We wrote and organized this book in a way the process would be understood, not to impress anyone with big words and complicated explanations." — *Francis Steffan, Publisher*



\$25