27

28

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND

ANTHONY EDWIN HURLEY,

Case No.: 1-23-cv-02994-MJM

Plaintiff

vs.

ALBERTO MEDINA LOPEZ,

Defendant

\$3,500,000.00 PERSONAL PROPERTY 370 / OTHER FRAUD 28 U.S.C. § 1332 DIVERSITY-FRAUD 26 U.S.C. 7434 (WRONGLY STATED AS 3474)

OPPOSITION TO PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT; AND, MOTION FOR SUMMARY JUDGMENT WITH PREJUDICE AND \$100 BILLION IN TORT, PUNITIVE AND COMPENSATORY DAMAGES

Pursuant the Federal Rules of Civil Procedure 12 and 56, the Defendant Alberto Medina **Lopez**, appearing pro se, submits this opposition to the pending Plaintiff's Motion for Summary *Judgment* from December 12th, 2023, on file herein, to demonstrate to the Honorable Court that there are genuine issues of material of facts in this civil multimillion case that precludes the entry of a judgment against the Defendant as a matter of law, and pursuant the law to ask \$100 billion in damages against the Plaintiff.

This opposition, jointly with this Defendant's Motion for Summary Judgment with Prejudice and \$100 Billion in Tort, Punitive and Compensatory Damages, is based upon and supported by the following *Memorandum of Points and Authorities*, the pleadings, and papers or file and exhibits attached hereto, and any argument that the Honorable Court may allow.

DATED this 4th day of January 2024

Respectfully submitted by:

Alberto Medina López, Defendant, Pro Se

TABLE OF CONTENTS

MEMORANDUM	1 OF POINTS AND AUTHORITIES	Page 3
I. AF	FIRMATIVE DEFENSES	Page 3
II. PL	AINTIFF'S EARNINGS HIGHLIGHTS	Page 7
III. ST	ATEMENT OF FACTS	Page 8
IV. PL	AINTIFF'S TAXABLE EARNINGS BREAKDOWN	Page 18
CONCLUSION A	AND CERTIFICATION	Page 20
LIST OF ATTAC	HED EXHIBITS	Page 21

1 2

MEMORANDUM OF POINTS AND AUTHORITIES

I. <u>AFFIRMATIVE DEFENSES</u>

FIRST

Regarding the Plaintiff's Motion allegation **number one** that (quoting ad verbatim):

"Defendant's answer to the complaint has provided no evidence to support the purported earnings made by the Plaintiff in the amount of \$250,000,000 and \$4,500,000,000 for the years 2020 and 2021 as falsely reported to the IRS in the Defendant's 1099 information returns."

DENIED. In this frivolous multimillion case, the Defendant's documental evidence against the Plaintiff it's so strong to certify the Plaintiff had taxable earnings received from the Defendant by above of \$4.5 billion between the years 2020 and 2021 that there is no need to celebrate a hearing saving the valuable time to the Honorable Court. If the Plaintiff affirms that never received income from the Defendant, then that affirmation constitutes perjury; and, if on the other hand, the Plaintiff affirms that he in fact received the multimillion real estate assets from the Defendant, then he must pay the federal and state taxes because all the Defendant's filed information tax returns are true and valid. The Plaintiff cannot escape from that reality. Moreover, because the Defendant administrates before the Internal Revenue Service his certified multi trillion complex Estate under penalty of perjury.

Specifically, in the calendar year 2020 the Plaintiff earned from the Defendant \$250 million dollars value in fully taxable benefits as consequence of retaining illegally a free and clear title real estate ownership, received from the Defendant as a fiduciary in the year 2004 (by said appraised minimum value, to produce a minimum capitalization of \$450 million, that the Plaintiff never delivered to the Defendant), that was supposed to be returned to the Defendant since the year 2015; and, in the calendar year 2021 the Plaintiff earned from the Defendant a minimum of \$4.5 billion dollars value in fully taxable accumulated benefits as consequence of impeding to the Defendant the control, free enjoyment and receiving back the aforesaid immovable assets during

17 consecutive years by virtue of committing multiple indictable white collar crimes consecutively, embezzling the Defendant's private property patrimony. The Plaintiff never paid the Defendant before or after receiving from him the multi-billion dollars 413 oceanfront acres ownership.

More clearly speaking, the Plaintiff is concealing to the Honorable Court the fact that he became ultra multi-billionaire thanks to receiving directly from the Defendant, before Public Notaries in Baltimore Maryland and Puerto Rico USA, fully taxable real estate assets and benefits with a current market value above \$40 billion dollars, keeping them illegally during two decades, without producing for the Defendant, as the sole and real owner, a minimum of \$450 million, as mutually agreed between the years 2002 to 2005.

The contracting between the parties was never superseded to giving up to the Plaintiff the aforesaid Defendant's multi-billion assets for free, or in exchange for nothing. Defendant was born ultra-rich inheriting trillions of assets from the Estate of Basilio Lopez Martin (eblm.us), Plaintiff did not.

Defendant answered the Complaint submitting eight strong affirmative defenses, based on witnessed real estate transferences and damages, jointly with 800+ pages of online exhibits as evidence (made, authored, directly related and/or signed by the same Plaintiff); never challenged or defeated by the Plaintiff since filing this case; proving: 1) earnings directly received from the Defendant on the year 2020, by adjusted accumulated damages, by the minimum sum of \$250 million dollars, from the non-authorized retention and embezzlement of a \$250 million certified and appraised private real estate ownership, received directly from the Defendant since the year 2004, without producing a minimum liquidity of \$450 million dollars for the Defendant; and 2) additional earnings received directly from the Defendant during the year 2021, by adjusted

22

19

20

2324

25

2627

28

accumulated damages, by the sum of \$4.5 billion dollars, by the same aforesaid real estate ownership illicit retention, during a consecutive 20 years term, including damages due to: a) contracting breaching; b) personal bankruptcy and tentative of murder conviction criminal pasthistory concealment; c) using and making non-authorized fraudulent land subdivision-surveyingappraisals; d) accounting records retentions, concealments and/or destructions; e) non-authorized fraudulent unregistered securities offerings, damaging the received Defendant's real estate assets legitimacy and reputation before the international investments markets and the American Bar Association; f) selling judicially in Puerto Rico USA the fiduciary-received Defendant's real estate assets without the Defendant's consent-authorization, embezzling the Defendant at perpetuity; g) perjuring and concealment before court's proceedings, by pursuing the violation of 26 U.S.C. 6041 that mandates the Defendant to report to the IRS all fully taxable benefits and compensations payments over \$600 dollars; and h) transferring to corporate entities the fiduciary-received Defendant's real estate assets without the Defendant's consent-authorization, excluding the Defendant as shareholder, with the unique purpose to secretively raise capital for his own solely benefit via offering fraudulent unregistered securities in the international markets, using the Defendant's \$40+ billion actual value real estate assets, illegally retained and stolen from the Defendant; all, within and during an accumulated consecutive 20 years term too.

In this answer to the Plaintiff's Motion the Defendant will demonstrate and proves to the Honorable Court again that the Plaintiff has been receiving billions of dollars from the Defendant in real estate assets and accumulated earnings by virtue of tort, punitive and compensatory damages. The Plaintiff's name, signatures and contact information are in all the notarized Defendant's evidence.

SECOND

Regarding the Plaintiff's Motion allegation <u>number two</u> that (quoting ad verbatim):

"Therefore, the evidence presented herein shows that there is no genuine dispute as to any material fact because the information returns were filed with the IRS by the Defendant."

DENIED IN PART, the two showed 1099 information returns for the years 2020 and 2021 respectively, filed by the Defendant before the IRS under penalty of perjury, did not defeat the aforesaid Defendant's affirmative defense <u>number one</u>; neither proves fraudulent filings, proving 26 U.S.C. 6041 compliance, and the existence of real and genuine issues of material of facts that precludes the entry of a judgment against the Defendant as a matter of law.

THIRD

Regarding the Plaintiff's Motion allegation number two that (quoting ad verbatim):

"the Defendant has failed to validate the purported income to show the filings are not fraudulent and as such the Plaintiff is entitled to judgment as a matter of law."

DENIED, the aforesaid Defendant's affirmative defense <u>number one</u> shows, in a very clear fashion, the Defendant's 1099 filings: 1) were required by 26 U.S.C. 6041; 2) are not, and never were fraudulent; 3) were filed based on the Plaintiff's earned TAXABLE INCOME, as direct consequence of receiving directly from the Defendant an initial real estate certified private ownership of an appraised value of \$225 million dollars, appraised by the same Plaintiff in the year 2003, before receiving the Defendant's fee simple ownership, plus additional super large billions of dollars in benefits, directly from the Defendant by accumulated damages, by virtue of criminal acts committed by the Plaintiff against the Defendant, already prosecuted by state governments against the Plaintiff; therefore, **not entitled to any relief as a matter of law under**

3,500,000.00 Personal property 370 / Other Fraud 28 U.S.C. 1332 Diversity-fraud 26 U.S.C. 7434 (Wrongly Stated as 3474) - 6

26 U.S.C. 7434, as wrongfully pretended in this frivolous case.

II. PLAINTIFF'S EARNINGS HIGHLIGHTS

The following taxable earnings-related highlights proves without any doubt that the Plaintiff, as a moving party, **IS NOT entitled to the requested summary judgment in his favor,** neither to any relief as a matter of law under 26 U.S.C. 7434 because:

- 1) Between 2002 to 2005 received as fiduciary from the Defendant the control and the fee simple of \$225 million in real estate fully taxable assets, concealing to the Defendant his personal bankruptcy and past criminal conviction as impediments to raise capital in the international investment markets for mutual commercial needs.
- 2) After receiving the ownership earned additional billions by damages, breaching the contract for 20 years, retaining control of the assets without producing the minimum capitalization of \$450 million dollars in favor of the Defendant as absolute owner.
- 3) 26 U.S.C. 6041 mandated the Defendant to report all accumulated earnings via 1099s.
- 4) In summary, this case is about a person that became multi-billionaire (the Plaintiff) thanks to other (the Defendant), concealing all received fully taxable earnings, by real estate assets and damages, appearing to this Honorable Court asking non-entitled reliefs to continue concealing the taxable earnings to the IRS, due to the simple reason that the Plaintiff does not want to pay his fair share of billions of dollars in back taxes.

III. STATEMENT OF FACTS

In response to the facts set forth in the moving party's Motion for Summary Judgment,

Defendant provides now in chronological order the following statement of facts:

NUMBER 1

During the decade of 1990 the Plaintiff was convicted for the indictable criminal felony of Tentative of Murder, serving jail time at the State of Maryland.

EVIDENCE

- See attached hard copy, identified as Exhibit A / 60 F. 3d 822; 54 F. 3d 773; 91 F. 3d
 130 / Anthony Edwin Hurley vs. Lloyd L. Waters, Warden; AG of the State of Maryland / and, PACER Docket Reports
- 2) See Affirmative Defense **number two** at the *Answer to the Complaint* [Docket #5]

NUMBER 2

On August 28, 2002, the Plaintiff filed a federal bankruptcy petition before the U.S. Bankruptcy Court District of Maryland (Greenbelt) number 02-20112 seeking protection under the Chapter 7, showing no assets.

EVIDENCE

See attached hard copy, identified as **Exhibit B** / U.S. Bankruptcy Court District of Maryland (Greenbelt), petition number 02-20112 / PACER Docket Report

NUMBER 3

The business relationship between the Plaintiff and the Defendant started on the year 2002 as consequence of the Defendant responding an advertising posted by the Plaintiff on December 8th, 2002, at the Washington Post newspaper (Section PQ 3) asking an investment of \$100,000 dollars in his owned construction corporate small business called International Investments, Inc. and a second one regarding music venues called Megaproductions Inc., DBA Megaconcerts, offering to the Defendant a potential gross profit of \$580,000 dollars. Both parties meet for the first time at the restaurant Waffle House located at 17137 Dumfries Rd, Dumfries, VA 22025-\$3,500,000.00 PERSONAL PROPERTY 370 / OTHER FRAUD 28 U.S.C. § 1332 DIVERSITY-FRAUD 26 U.S.C. 7434 (WRONGLY STATED AS 3474) - 8

1930 on December 9th, 2002, in or about 2pm EST. During the meeting the Plaintiff never disclosed to the Defendant the aforesaid personal financially negative background, related with his past criminal conviction and bankruptcy. All was concealed to the Defendant.

EVIDENCE

- 1) See attached hard copy of classified ad, identified as **Exhibit C**
- 2) See Affirmative Defense **number one** at the *Answer to the Complaint* [Docket #5]

NUMBER 4

Due to the lack of monetary liquidity-availability from the Defendant to invest in the aforesaid Plaintiff's purportedly lucrative businesses, after multiple mutual discussions, or December 30th, 2002, both parties signed a venture capital contract-agreement, voluntarily leveraging a partner/ownership undivided interest in the Defendant's inherited multimillion 826 oceanfront acres real estate, located at Puerto Rico USA, as a vehicle to accomplish the raising of the capital-liquidity for mutual needs. The contract-agreement was attested at Prince George County, State of Maryland before the Public Notary Mrs./Ms. Karen Walman. The contract agreement gave to the Plaintiff the exclusive right to raise capital with the Defendant's property during a period of 30 years, without receiving the Defendant's property fee simple at the time both parties signed the document. By virtue of the contract-agreement the Plaintiff:

- 1) Recognized the Defendant as the free and clear legitimate-absolute owner in fee simple of his inherited multimillion property (see terms & conditions numbers 1 and 2).
- 2) Agreed to raise capital with the Defendant's property, using it as collateral, always with the full consent of the Defendant (see terms & conditions number 3).

- 3) Agreed to hire the title search, surveying and certified appraisal services at his entire risk and cost, free of risk for the Defendant (see terms & conditions number 4).
- 4) Agreed to limit his ownership of the Defendant's property to 20% and \$50 million of the raised capital if the immovable appraisal value exceeds \$250 million dollars (see terms & conditions number 11).
- 5) Agreed to pay to the Defendant \$5,000 dollars upfront as earnest money deposit for living expenses, non-refundable (see terms & conditions number 6).
- 6) Agreed to be liable to raise a minimum capital of \$10 million dollars per calendar year, or \$5 million every six months, during a 30-year period to keep his exclusive right to use the property as collateral (see terms & conditions number 15).
- 7) Agreed to be liable to pay each loan secured by the property in or before 180 days liberating the utilized collateral to re-utilize again (see terms & conditions number 17).

Later, as an incentive, on February 23rd, 2003, the Defendant gave to the Plaintiff a non-exclusive right to sell the Defendant's property at the minimum price of \$285 million for one-year term. The sale could not be accomplished due to the Plaintiff's concealed criminal background. The interested investors declined to negotiate with an ex-felon.

EVIDENCE

- See attached hard copies, identified as Exhibit D / Venture Capital Real Estate Collateral Agreement, signed by both parties on December 30th, 2002; and non-exclusive Real Estate Brokerage Contract signed by both parties on February 23rd, 2003.
- 2) See Affirmative Defense <u>number one</u> at the *Answer to the Complaint* [Docket #5]

NUMBER 5

As agreed on the aforesaid contract-agreement, on April 30th, 2003, both parties received copy of the MAI (*meaning* Member Appraisal Institute) appraisal from the hired certified appraisers Thomas G. Spears and Michael G. Horton, from the company Global Valuation, Inc. (Worldwide Appraisal Services), located then at 3727 SE Ocean Boulevard, Suite 200 Sewall's Point, FL 34996 with telephone (772) 215-5738 Fax (772) 463-0493 Website www.globalvaluation.com, certifying the Defendant's property value by the total sum of \$450 million dollars. The discovery of that astronomical value blew the Plaintiff's mind.

Is important to notice that: 1) on the page number 5 (counting from the page number one of the appraisal hard copies) of the aforesaid 2003 MAI Appraisal appears the Plaintiff's contact information, exactly as recorded in this case; 2) on the page number 30th states: "Title to this land has been in the Alberto Medina Lopez family prior to the U.S. and Spain treaty."; and, 3) on the page number 33rd states: "Ownership, The Property is owned by Alberto Medina Lopez". The Plaintiff has concealed to this Honorable Court this Defendant's ownership, trading, and business mutual relationship as the origin of his multi-billion fully taxable earnings case, reported to the IRS by the Defendant via 1099 information returns filings.

EVIDENCE

- See attached hard copy of the 2003 MAI Appraisal, pages numbers 1 to 6, 10 to 11, 30 to 33 and 44, identified as Exhibit E
- 2) See Affirmative Defense <u>number one</u> at the *Answer to the Complaint* [Docket #5]

NUMBER 6

3,500,000.00 Personal property 370 / Other fraud 28 u.s.c. 1332 diversity-fraud 26 u.s.c. 434 (Wrongly stated as 3474) - 11

As agreed on the aforesaid contract-agreement, on May 23rd, 2003, both parties worked the approval of a \$30 million liquidity financing with the company Meecorp Capital Markets, LLC located then at 2115 Linwood Avenue, Suite 301 Fort Lee, NJ 07024 Phone (201) 944-9330 Fax (201) 944-9332 Website www.meecorp.com Email daniel_edrei@meecorp.com, using the Defendant's property as collateral. The Plaintiff's concealed personal bankruptcy and past criminal conviction impeded the financing approval. The interested lenders declined to negotiate with an ex-felon.

EVIDENCE

- 3) See attached hard copy of the Meecorp's Final Revised Letter of Interest / Term Sheet, signed by both parties on May 23rd, 2003, identified as **Exhibit F**
- 1) See Affirmative Defense **number two** at the *Answer to the Complaint* [Docket #5]

NUMBER 7

On July 28th, 2004, as an incentive to continue the efforts of raising capital with the Defendant's property, and to secure the Plaintiff's interest, as requested by the Plaintiff, the Defendant transferred in favor to the Plaintiff and his wife Mary Elizabeth Hicklin-Hurley the fifty percent (50%) fee simple ownership of his inherited multimillion 826 oceanfront acres real estate, located at Puerto Rico USA without receiving cash, or any kind of monetary compensation, all in good faith, under the specific condition to be returned to the Defendant in or before 10 years term in case the raising liquidity efforts fails.

The received real estate ownership had a minimum appraisal value of \$225 million dollars (undeveloped), equivalent in size to 413 acres of raw land with one kilometer long of private beach. \$3,500,000.00 PERSONAL PROPERTY 370 / OTHER FRAUD 28 U.S.C. § 1332 DIVERSITY-FRAUD 26 U.S.C. 7434 (WRONGLY STATED AS 3474) - 12

28

Initially said immovable common-undivided temporary-contingent interest transference was executed via a private verbal agreement, then in a private written contract, deeded later on August 16th, 2005, at Carolina Puerto Rico USA before the Public Notary Jorge R. Diaz Aquind and witness Hector Antonio Colon Berriel, as deed number 64, presented for inscription at the Registry of Property at Puerto Rico on August 27th, 2005. Both parties agreed not to compensate the services (to and from each other), outside of the property monetization.

In, before and after the transference the Plaintiff never disclosed and concealed to the Defendant his financially negative background related with his personal bankruptcy and past criminal conviction, that continued impeding him raising capital with the now shared undivided Defendant's property, given fiducially. Also, to keep the Defendant under his control never provided a copy of the aforesaid 2004 transference private contract, neither from deed #64 to the Defendant. After the transference, to gain trust, the Plaintiff continued supporting some of the Defendant's living expenses until the year 2007, not exceeding \$70,000 dollars.

During the past two decades, since 2002, the Plaintiff has never provided to the Defendant a copy of his businesses banks accounts statements with transactions related to the received Defendant's real estate, neither the corporate records nor minutes.

EVIDENCE

- 1) See attached hard copy of 2011 Title Abstract provided by the company Luis Reyes Vazquez & Associates, located then at Condominio El Centro II Office 254 San Juan PR 00918 Tel (787) 753-1011 Fax (787) 758-4445 & (787) 274-1519 Email lrvtitle@prtc.net, identified as Exhibit G
- 2) See Affirmative Defense <u>number one</u> at the *Answer to the Complaint* [Docket #5]

NUMBER 8

In August 2005, with the purpose to raise capital with the aforesaid property in the international public registered investment markets, the aforesaid three principals created three new offshore international business companies (IBCs) domiciled at St. Vincent and the Grenadines. The first two known as International Investments [Holdings], LTD [Number IBC 12672-2005] and Diversified Investments [Holdings], LTD [Number IBC 12673-2005]; and a third one owning the aforesaid two, known as One World Investments Management Corporation [Number IBC 12674-2005].

EVIDENCE

- See attached hard copy of One World Investments Management Corporation
 [Number IBC 12674-2005]'s Certificate of Incorporation from August 25th, 2005,
 identified as Exhibit H
- 2) See attached hard copy of International Investments [Holdings], LTD [Number IBC 12672-2005]'s Certificate of Incorporation from August 25th, 2005, identified as Exhibit I
- 3) See Affirmative Defense <u>number 8</u> at the *Answer to the Complaint* [Docket #5]

NUMBER 9

After entities creations, in September 2005, the aforesaid three principals transferred their respective property personal fee simple ownerships to the first two entities **International** and **Diversified** solely-separately, being both companies 50/50 joint owners in common of the property. These companies were 50/50 owned and controlled exclusively by the aforesaid three principals via the aforesaid third holding **One World Investments Management Corporation**.

EVIDENCE

See attached hard copy of International Investments [Holdings], LTD [Number IBC 12672-2005]'s Deed from September 23rd, 2005, before Baltimore County Maryland's Public Notary Ann Michele Jenkins, identified as Exhibit J

- 2) See attached hard copy of Diversified Investments [Holdings], LTD [Number IBC 12673-2005]'s Deed from September 23rd, 2005, before Baltimore County Maryland's Public Notary Ann Michele Jenkins, identified as **Exhibit K**
- 3) See Affirmative Defense <u>number 8</u> at the *Answer to the Complaint* [Docket #5]

NUMBER 10

In November 2006 the aforesaid three principals hired the exclusive brokerage services of the company GMAC Real Estate International Properties in New York to sell the property, failing to accomplish the goal due to the Plaintiff's aforesaid concealed criminal financially negative background. The interested investors declined to negotiate with an ex-felon.

EVIDENCE

- See attached hard copy of the exclusive brokerage services contract from the company GMAC Real Estate International Properties in New York, from November 13th, 2006, identified as **Exhibit L**
- 2) See Affirmative Defense <u>number one</u> at the *Answer to the Complaint* [Docket #5]

NUMBER 11

In May 2007 One World Investments Management Corporation closed operations, returning all shares ownership to **International** and **Diversified** respectively. Also, on same period, Hurley and Hicklin (**the Plaintiff**) transferred all their interest from International to Medina (**the Defendant**), and Medina all his interest from Diversified to Hurley and Hicklin, becoming Medina International's sole owner-shareholder, and Hurley and Hicklin Diversified's sole owner-shareholders.

In June 2007, secretively and without the Defendant authorization, Plaintiff's Diversified Investments Holdings, LTD transferred his fiduciary interest in the subject property to the Plaintiff's new secretively created entity known as **One World Corporation**, domiciled at Delaware USA.

In July 2007, secretively and without the Defendant authorization, the Plaintiff hired again the appraisal services from the aforesaid company Global Valuation, Inc. (Worldwide Appraisal Services) to appraise only his 50% embezzled property interest over 413 acres showing a fraudulent surveying map and subdivision, never approved by the government of Puerto Rico, certifying values by the sum of \$186 million dollars (undeveloped) and \$750 million dollars (developed).

At present, Alberto Medina Lopez (the Defendant) continue owning 100% and controls International Investments [Holdings], LTD, still domiciled at St. Vincent and the Grenadines; not having control over One World Corporation, domiciled at Delaware USA, illegally created by the Plaintiff with the purpose to embezzle the original \$225 million real estate assets, received from the Defendant as a fiduciary in 2004.

EVIDENCE

- 1) See attached hard copy of 2011 Title Abstract provided by the company Luis Reyes Vazquez & Associates, located then at Condominio El Centro II Office 254 San Juan PR 00918 Tel (787) 753-1011 Fax (787) 758-4445 & (787) 274-1519 Email lrvtitle@prtc.net, identified as Exhibit G
- 2) See attached hard copy of the 2007 MAI Appraisal, pages numbers 1 to 6, and 14 to 23, identified as **Exhibit M**
- 3) See Affirmative Defense **number 3** at the *Answer to the Complaint* [Docket #5]

NUMBER 12

In May 2009, the Plaintiff received an order of cease and desist (Administrative Order SB-09-01) from the Department of Insurance, Securities and Banking from the Government of the District of Columbia to stop offering fraudulent unregistered securities publicly as a vehicle to monetize the stolen fiducially conditioned multimillion real estate ownership received from the Defendant, jointly with other assets located at Dominican Republic of 3,809 acres. These criminal activities had the effect to damage the Defendant's property and personal reputation (including much more the Plaintiff one), at the extreme to be advertised by the American Bar Association on said year as a professional securities-fraud training material.

EVIDENCE

- 1) See attached hard copy of the Administrative Order SB-09-01 from the Government of the District of Columbia from May 7th, 2009, identified as **Exhibit N**
- See attached hard copy of the American Bar Association training material, from September 13th, 2009, identified as **Exhibit O**
- 3) See Affirmative Defense <u>number 5</u> at the *Answer to the Complaint* [Docket #5]

NUMBER 13

Finally, after two decades retaining and embezzling the Defendant's property, taking advantage of the Defendant lack of monetary resources to bring a legal action to recover the control of his property, in the interest of steal all the received real estate assets (now with a current market value of \$40 billion), during the COVID-19 pandemic period, between the years 2020 to 2023 the Plaintiff got a judicial sale order by default from the Puerto Rico judicial system to sell the Defendant's property against his will in a public auction, without the Defendant's authorization,

wining in his white collar criminal embezzling efforts (this action ratified all the aforesaid Plaintiff's fully taxable income and damages).

EVIDENCE

- 1) See attached hard copy of the Puerto Rico's Court Civil Case number CA2020CV01800 from August 27th, 2020, identified as **Exhibit P**
- 2) See Affirmative Defense **number 6** at the *Answer to the Complaint* [Docket #5]

IV. PLAINTIFF'S 2020 & 2021 TAXABLE EARNINGS BREAKDOWN

\$225 MILLION 2004 ORIGINAL APPRAISED VALUE REAL ESTATE TRANSFERENCE

If we take in consideration: 1) the aforesaid non-disputable fact that the Plaintiff received directly from the Defendant a real estate ownership on the year 2004, for which the same Plaintiff hired the appraisal services before the transference on 2003, discovering a certified value of \$225 million dollars; and, 2) the aforesaid non-disputable fact that the Plaintiff has been depriving the Defendant of receiving back that personal patrimony multimillion asset during 16 consecutive years on 2020, and 17 consecutive years on 2021, without producing a minimum of \$450 million dollars liquidity for the Defendant, then we will arrive to the conclusions that the Plaintiff had minimum accumulated fully reportable taxable benefits per calendar tax year from the Defendant by the sum of \$3.6 billion (\$3,600,000,000) on 2020 (\$225 million times 16) and \$3.825 billion (\$3,825,000,000) on 2021 (\$225 million times 17).

TORT, PUNITIVE & COMPENSATORY DAMAGES BASED ON 2004 APPRASED VALUES

Now, if we take in consideration all the aforesaid <u>nine damages</u> at a minimum rate per year of <u>\$225 million each</u>, we will arrive to the conclusions that the Plaintiff had minimum accumulated fully reportable taxable benefits from the Defendant by the sum of \$2.025 billion (\$2,025,000,000) per calendar year (\$225 million times 9), totaling on 2020 \$32.4 billion [\$32,400,000,000] (\$2.025 billion times 16) and \$34.425 billion (\$34,425,000,000) on 2021 (\$2.025 billion times 17). **Defendant's annual losses were the Plaintiff's taxable income.**

12

13

11

14 15

16 17

18

19 20

21 22

23

24

25 26

27

28

The individual specific damages are: 1) contracting breaching; 2) personal bankruptcy concealment; 3) tentative of murder conviction criminal past-history concealment; 4) using and making non-authorized fraudulent land subdivision-surveying-appraisals; 5) accounting records retentions, concealments and/or destructions; 6) non-authorized fraudulent unregistered securities offerings, damaging the received Defendant's real estate assets legitimacy and reputation before the international investments markets and the American Bar Association; 7) selling judicially in Puerto Rico USA the fiduciary-received Defendant's real estate assets without the Defendant's consent-authorization, embezzling the Defendant at perpetuity; 8) perjuring and concealment before court's proceedings, by pursuing the violation of 26 U.S.C. 6041 that mandates the Defendant to report to the IRS all fully taxable benefits and compensations payments over \$600 dollars; and 9) transferring to corporate entities the fiduciary-received Defendant's real estate assets without the Defendant's consent-authorization, excluding the Defendant as shareholder, with the purpose to secretively raise capital for his own solely benefit via offering fraudulent unregistered securities in the international markets, using the Defendant's \$40+ billion actual value real estate assets, illegally retained and stolen from the Defendant; all, within and during an accumulated consecutive 20 years term.

TRANSFERENCE AND DAMAGES, AT 2004 AND CURRENT VALUES

Now, if we sum up all the aforesaid transference and damages at 2004 values, we will arrive at the conclusion that the Defendant reported in the 1099s filings only one small fraction of them. Specifically, for the calendar tax year 2020, just \$250 million, instead of \$36 billion, and for the calendar tax year 2021, just \$4.5 billion, instead of \$38.25 billion, keeping a minimum balance for future filings against the Plaintiff of \$33.5 billion dollars at 2004 values.

Based on the 2020 and 2021 current real estate values rates at \$40 billion the Plaintiff had accumulated 177.77 times more taxation, specifically, \$640 billion for the tax year 2020 (\$40 billion times 16) and \$680 billion for the tax year 2021 (\$40 billion times 17), only regarding the illegal retention of the now market-super-appreciated 413 acres from the Defendant.

On the other hand, at a \$40 billion rate per year, for each one of the nine damages, the Plaintiff had accumulated earnings balance of \$360 billion per calendar year, which generated earnings accumulated balances of \$5.7 trillion for 2020 (\$360 billion times 16) and \$6.12 trillion for 2021 (\$360 billion times 17).

EVIDENCE

- 1) See attached hard copy of the Puerto Rico's Real Estate Comparable Market, identified as Exhibit R
- 2) See all Affirmative Defenses at the *Answer to the Complaint* [Docket #5]

Certification and Conclusion

For all the reasons stated above, the Honorable Court should deny the pending Plaintiff's *Motion for Summary Judgment* from December 13th, 2023 and grant this Defendant's *Motion for Summary Judgment with Prejudice, and \$100 Billion in Tort, Punitive and Compensatory Damages* by closing and dismissing this frivolous case; and, imposing against the Plaintiff \$100 billion in civil damages.

Under all Federal Rules of Civil Procedure, by signing below, I certify under penalty of perjury to the best of my knowledge, information, and belief that this answer: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the answer otherwise complies with the requirements of Rule 11.

I agree to provide the Clerk's Office with any changes to my address where case—related papers may be served. I understand that my failure to keep the current address on file with the Clerk's Office may result in the dismissal of my case.

Date of Signing: Thursday, January 4th, 2024

Alberto Medina Lopez
Defendant

PO Box 6596 Woodbridge, VA 22195

Phone 571-288-7383 / Email: alberto_medina@yahoo,com

I certify that I will send copies of this judicial document to the Plaintiff, the U.S. Department of Defense (Office of Inspector General), U.S. Department of Justice (USDOJ), the Federal Bureau of Investigation (FBI) and the Criminal Division of the Internal Revenue Services (IRS) via regular postal mail and/or email.

LIST OF ATTACHED EXHIBITS

2

1

3

4

5

6

7

8

10

11

12

13

14

15

16

17

18

19 20

21 22

23

24 25

26

27

28

Exhibit A / 60 F. 3d 822; 54 F. 3d 773; 91 F. 3d 130 / Anthony Edwin Hurley vs. Lloyd L. Waters, Warden; AG of the State of Maryland / and, PACER Docket Reports.

Exhibit B / U.S. Bankruptcy Court District of Maryland (Greenbelt), petition number 02-20112 PACER Docket Report.

Exhibit C / Plaintiff's classified ad from Washington Post newspaper (Section PQ 3).

Exhibit D / Venture Capital Real Estate Collateral Agreement, signed by both parties on December 30th, 2002; and non-exclusive Real Estate Brokerage Contract signed on February 23rd, 2003.

Exhibit E / 2003 MAI Appraisal, pages numbers 1 to 6, 10 to 11, 30 to 33 and 44.

Exhibit F / Meecorp's Final Revised Letter of Interest / Term Sheet, signed on May 23rd, 2003.

Exhibit G / 2011 Title Abstract provided by the company Luis Reyes Vazquez & Associates,

located then at Condominio El Centro II Office 254 San Juan PR 00918 Tel (787) 753-1011 Fax

(787) 758-4445 & (787) 274-1519 Email lrytitle@prtc.net.

Exhibit H / One World Investments Management Corporation [Number IBC 12674-2005]'s Certificate of Incorporation from August 25th, 2005.

Exhibit I / International Investments [Holdings], LTD [Number IBC 12672-2005]'s Certificate of Incorporation from August 25th, 2005.

Exhibit J / International Investments [Holdings], LTD [Number IBC 12672-2005]'s Deed from September 23rd, 2005, before Baltimore County Maryland's Public Notary Ann Michele Jenkins.

Exhibit K / Diversified Investments [Holdings], LTD [Number IBC 12673-2005]'s Deed from September 23rd, 2005, before Baltimore County Maryland's Public Notary Ann Michele Jenkins.

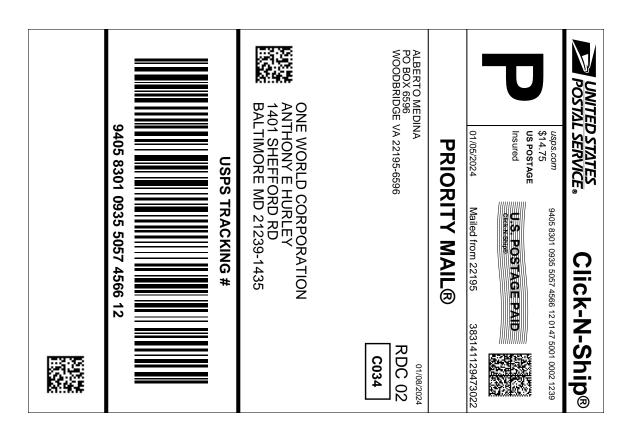
Exhibit L / Exclusive brokerage services contract from the company GMAC Real Estate International Properties in New York, from November 13th, 2006.

Exhibit M / 2007 MAI Appraisal, pages numbers 1 to 6, and 14 to 23.

Exhibit N / Plaintiff's Securities Fraud Order of Cease and Desist, Administrative Order SB-09-01 from the Government of the District of Columbia from May 7th, 2009.

Exhibit O / American Bar Association training material, from September 13th, 2009.

Exhibit P / Puerto Rico's Court Civil Case number CA2020CV01800 from August 27th, 2020.





Cut on dotted line.

Instructions

- 1. Please use a laser or laser-quality printer.
- Adhere shipping label to package with tape or glue DO NOT TAPE OVER BARCODE. Be sure all edges are secure. Self-adhesive label is recommended.
- Place label so that it does not wrap around the edge of the package.
- Each shipping label number is unique and can be used only once - DO NOT PHOTOCOPY.
- Please use this shipping label on the "ship date" selected when you requested the label.
- If a mailing receipt is required, present the article and Online e-Label Record at a Post Office for postmark.

9405 8301 0935 5057 4566 12

Total: \$14.75

From: ALBERTO MEDINA

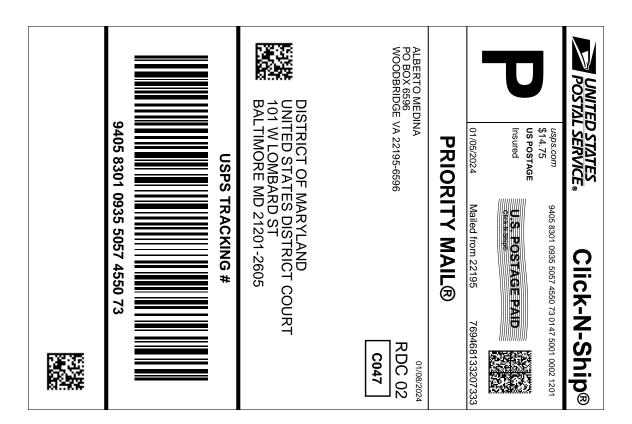
PO BOX 6596

WOODBRIDGE VA 22195-6596

To:

ONE WORLD CORPORATION ANTHONY E HURLEY 1401 SHEFFORD RD BALTIMORE MD 21239-1435

* Commercial Pricing PRIORITY MAIL® rates apply. There is no fee for USPS Tracking® service on PRIORITY MAIL® service with use of this electronic rate shipping label. Refunds for unused postage paid labels can be requested online 30 days from the print date.





Cut on dotted line.

Instructions

- 1. Please use a laser or laser-quality printer.
- 2. Adhere shipping label to package with tape or glue DO NOT TAPE OVER BARCODE. Be sure all edges are secure. Self-adhesive label is recommended.
- 3. Place label so that it does not wrap around the edge of the package.
- 4. Each shipping label number is unique and can be used only once - DO NOT PHOTOCOPY.
- 5. Please use this shipping label on the "ship date" selected when you requested the label.
- 6. If a mailing receipt is required, present the article and Online e-Label Record at a Post Office for postmark.

9405 8301 0935 5057 4550 73

Print Date: 2024-01-05 Ship Date: 2024-01-05 PRIORITY MAIL® \$14.75 **Extra Services:** \$0.00 Fees: \$0.00 Total: \$14.75

ALBERTO MEDINA From:

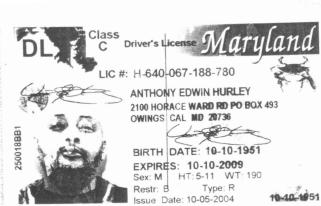
PO BOX 6596

WOODBRIDGE VA 22195-6596

To:

DISTRICT OF MARYLAND **UNITED STATES DISTRICT COURT** 101 W LOMBARD ST **BALTIMORE MD 21201-2605**

ercial Pricing PRIORITY MAIL® rates apply. There is no fee for USPS Tracking® service on PRIORITY MAIL® service with use of this electronic rate shipping label. Refunds for unused postage paid labels can be requested online 30 days from the print date.





Issue Date: 05-13-2005







6601 Ritchie Highway, N.E. Glen Burnie, MD 21062

D540603275447

DRIVER LICENSE / SOUNDEX NO.

04/11/05

DATE

MICHAEL GENE DANIEL 9900 HOPE ACRES ROAD WHITE PLAINS MD 20695



Anthony Edwin Hurley, Petitioner-appellant, v. Lloyd L. Waters, Warden; Attorney General of the State Ofmaryland, Defendants-appellees, 54 F.3d 773 (4th Cir. 1995)

US Court of Appeals for the Fourth Circuit - 54 F.3d 773 (4th Cir. 1995)

Submitted: April 20, 1995. Decided: May 19, 1995

Anthony Edwin Hurley, Appellant Pro Se. John Joseph Curran, Jr., Attorney General, Kimberly Smith Ward, Office of the Attorney General of Maryland, Baltimore, MD, for Appellees.

Before WIDENER, WILKINSON, and WILKINS, Circuit Judges.

PER CURIAM:

Appellant seeks to appeal the district court's order denying relief on his 28 U.S.C. § 2254 (1988) petition. We have reviewed the record and the district court's opinion accepting the recommendation of the magistrate judge, and find no reversible error. Accordingly, we deny a certificate of probable cause to appeal and dismiss the appeal on the reasoning of the district court. Hurley v. Waters, No. CA-93-3759-B (D. Md. Nov. 14, 1994). We dispense with oral argument because the facts and legal contentions are adequately presented in the materials before the Court and argument would not aid the decisional process.

DISMISSED

Some case metadata and case summaries were written with the help of AI, which can produce inaccuracies. You should read the full case before relying on it for legal research purposes.

This site is protected by reCAPTCHA and the Google Privacy Policy and Terms of Service apply.

CLOSED

U.S. District Court Alabama Middle District (Montgomery) CIVIL DOCKET FOR CASE #: 2:96-cy-00730-MHT-JLC

Hurley v. Worthy, et al

Assigned to: Honorable Judge Myron H. Thompson

Referred to: Honorable John L. Carroll

Demand: \$0

Cause: 42:1983 Civil Rights Act

represented by Anthony Edwin Hurley

#201483

Maryland Correctional Institution

18601 Roxbury Road Hagerstown, MD 21746

Date Filed: 05/01/1996

Jury Demand: None

Date Terminated: 05/09/1996

Jurisdiction: Federal Question

Nature of Suit: 440 Civil Rights: Other

PRO SE

Plaintiff

Anthony Edwin Hurley

V.

Defendant

Margaret D. Worthy

Official, in her official capacity

Defendant

Larry Doyal

State Land Agent, in his official capacity

Defendant

Ralph P. Eagerton, Jr.

Commissioner of Alabama Department of

Revenue, in his official capacity

Date Filed	#	Docket Text	
05/01/1996	1	COMPLAINT (w/Attachments) (ydw) (Entered: 05/06/1996)	
05/01/1996	2	MOTION by Anthony Edwin Hurley to Proceed in Forma Pauperis; referred to Judge Myron H. Thompson (ydw) (Entered: 05/06/1996)	
05/06/1996		File referred to Judge Myron H. Thompson (ydw) (Entered: 05/06/1996)	
05/09/1996	3	ORDER that the plaintiff Anthony Edwin Hurley's complaint shall be filed without prepayment of fees; dismissing without prejudice the complaint pursuant to 28 U.S.C.A. 1915(d), to the right of plaintiff Hurley to refile his lawsuit; (signed by Judge Myron H. Thompson), copies mailed to Plaintiff (ydw) (Entered: 05/09/1996)	
05/09/1996		Case closed (ydw) (Entered: 05/09/1996)	

PACER Service Center	
Transaction Receipt	



Party Search Results

Search Criteria: Party Search; Last Name: [Hurley]; First Name: [Anthony]; Middle Name: [Edwin]; Sort: [Date Filed, Ascending]
Result Count: 18 (1 page)
Current Page: 1

() () () () () () () () () ()	;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;	- H.H.	1	- C	
rarty Name	Case Number	Case IIIIe	Court	Date Filed	Date Closed
Hurley, Anthony Edwin (pla)	2:1987cv01652	Hurley v. City-Hardeeville	South Carolina District Court	06/23/1987	03/01/1990
Hurley, Anthony Edwin (pla)	1:1989cv00254	Hurley v. Sonner, et al	Maryland District Court	01/26/1989	09/14/1989
Hurley, Anthony Edwin (pet)	<u>1:1991cv03096</u>	Hurley v. Commissioner IRS	Maryland District Court	10/28/1991	01/28/1992
Hurley, Anthony Edwin (pet)	1:1992cv00035	Hurley v. McCullough	Maryland District Court	01/06/1992	01/24/1992
Hurley, Anthony Edwin (pet)	1:1992cv02970	Hurley v. Waters, et al	Maryland District Court	10/21/1992	10/23/1992
Hurley, Anthony Edwin (pla)	<u>1:1993cv01083</u>	Hurley v. Perry	Maryland District Court	04/15/1993	04/22/1993
Hurley, Anthony Edwin	0:1993cvrgt0643 <u>8</u>	Hurley v. Perry	U.S. Court Of Appeals, Fourth Circuit	04/30/1993	06/15/1993
Hurley, Anthony Edwin (pet)	<u>1:1993cv03759</u>	Hurley v. Waters, et al	Maryland District Court	11/12/1993	11/09/1994
Hurley, Anthony Edwin	0:1994hc.st0747 <u>0</u>	Hurley v. Waters, et al	U.S. Court Of Appeals, Fourth Circuit	12/27/1994	05/19/1995
Hurley, Anthony Edwin (pla)	<u>1:1995cv00686</u>	Hurley v. Municipality, et al	Maryland District Court	03/08/1995	03/23/1995
Hurley, Anthony Edwin (pet)	8:1995cv00778	Hurley v. Waters, et al	Maryland District Court	03/17/1995	02/09/1996
Hurley, Anthony Edwin	0:1995cvrgt06544	Hurley v. Municipality Prince, et al	U.S. Court Of Appeals, Fourth Circuit	04/13/1995	07/13/1995
Hurley, Anthony Edwin	0:1996hc.st06284	Hurley v. Waters, et al	U.S. Court Of Appeals, Fourth Circuit	02/27/1996	07/31/1996
Hurley, Anthony Edwin (pla)	<u>2:1996cv00730</u>	Hurley v. Worthy, et al	Alabama Middle District Court	05/01/1996	05/09/1996
Hurley, Anthony Edwin (pla)	<u>1:1997cv03586</u>	Hurley v. Correctional Medical, et al	Maryland District Court	10/24/1997	11/13/1997
Hurley, Anthony Edwin (db)	<u>0:2002bk20112</u>	Anthony Edwin Hurley	Maryland Bankruptcy Court	08/28/2002	02/26/2004
Hurley, Anthony Edwin (dft)	<u>0:2002ap01547</u>	Robertson and Hurley	Maryland Bankruptcy Court	12/02/2002	02/26/2004
Hurley, Anthony Edwin (pla)	1:2023cv02494	Hurley v. Lopez	Maryland District Court	09/13/2023	

12/29/2023 19:43:35 **PACER Service Center**

All Court Types Party Search Description **Client Code**

All Courts; Name Hurley, Anthony Edwin; All Courts; Page: 1; sort: DateFiled, ASC

Billable Pages

1 (\$0.10)

ARCHIVE, CLOSED

U.S. District Court District of Maryland (Greenbelt) CIVIL DOCKET FOR CASE #: 8:95-cv-00778-CCB

Hurley v. Waters, et al

Assigned to: Judge Catherine C. Blake

Demand: \$0

Case in other court: 96-01244(BethCatogni)

96-06282(SueNagle) 96-06283(YevoneJeffreys) 96-06284(JoyHargett)

Cause: 28:2254 Petition for Writ of Habeas Corpus (State)

Date Filed: 03/17/1995 Date Terminated: 02/09/1996 Jury Demand: None

Nature of Suit: 530 Habeas Corpus (General)

Jurisdiction: Federal Question

Petitioner

Anthony Edwin Hurley represented by Anthony Edwin Hurley

#201483

BROCKBRIDGE CORRECTIONAL FACILITY

7930 Brock Bridge Road Jessup, MD 20794

PRO SE

V.

Respondent

Lloyd L. Waters represented by Tarra DeShields Minnis

DOJ-USAO

Lrm Gardner, Elizabeth 36 S. Charles Street Fourth Floor

Baltimore, MD 21201 410-209-4800

Email: Tarra.DeShields@usdoj.gov

LEAD ATTORNEY

ATTORNEY TO BE NOTICED

Respondent

The Attorney General For The State of

Maryland

represented by Tarra DeShields Minnis

(See above for address) LEAD ATTORNEY

ATTORNEY TO BE NOTICED

Date Filed	#	Docket Text
03/17/1995	1	PETITION for writ of habeas corpus. (mdd, Deputy Clerk) (Entered: 03/22/1995)
03/17/1995	1	MOTION by Anthony Edwin Hurley to Proceed in Forma Pauperis . (mdd, Deputy Clerk) (Entered: 03/22/1995)
03/31/1995	2	MEMORANDUM AND ORDER granting [1-1] motion of petitioner to Proceed in Forma Pauperis;"DIRECTING" that respondents answer this court's inquiry concerning this possibly succesive habeas petition within 30 days; and "DIRECTING" that petitioner shall have 30 days from the date of

		the State's response to file a written response, as therein set forth; (signed by Judge Peter J. Messitte March 30, 1995) (cm 4/3/95-jb) (mdd, Deputy Clerk) (Entered: 04/07/1995)	
04/13/1995	3	Amended PETITION for writ of habeas corpus and attachments. (lad, Deputy Clerk) (Entered: 04/21/1995)	
04/25/1995	4	ANSWER to Petition for Writ of Habeas Corpus by Lloyd L. Waters, AG (Attorney Tarra DeShields Minnis), and Exhibits 1 thru 4. (c/s) (lad, Deputy Clerk) (Entered: 05/03/1995)	
05/02/1995	5	CORRESPONDENCE from Petitioner Re: Amended Complaint. (c/s) (lad, Deputy Clerk) (Entered: 05/10/1995)	
05/03/1995	6	RESPONSE by Anthony Edwin Hurley to [4-1] answer and attachments. (c/s) (lad, Deputy Clerk) (Entered: 05/10/1995)	
05/30/1995	7	ORDER REFERRING CASE to Magistrate Judge James E. Kenkel for Processing and disposition is accordance with Rules governing cases under 28 U.S.C. 2254 and 2255 (signed by Judge Peter J. Messitte 5/22/95) (c/m 5/22/95-hs) (sls, Deputy Clerk) (Entered: 06/01/1995)	
08/23/1995		CASE reassigned from Judge Peter J. Messitte to Judge Catherine C. Blake (bmh, Deputy Clerk) (Entered: 08/23/1995)	
08/23/1995	8	Reassignment letter mailed to parties. (bmh, Deputy Clerk) (Entered: 08/23/1995)	
01/18/1996	9	REPORT AND RECOMMENDATIONS of Magistrate Judge James E. Kenkel on January 17, 1996; Objections to R and R due by 1/28/96. (mdd, Deputy Clerk) (Entered: 01/19/1996)	
02/09/1996	10	ORDER "Adopting" report and recommendation of U.S. Magistrate and "Dismissing" Case with prejudice. (signed by Judge Catherine C. Blake) (c/m by chambers) (mdd, Deputy Clerk) (Entered: 02/13/1996)	
02/09/1996		Case closed (mdd, Deputy Clerk) (Entered: 02/20/1996)	
02/20/1996	11	NOTICE OF APPEAL by Anthony Edwin Hurley .(c/s 2/20/96 akc) Fee Status: (IFP) Appeal record due on 3/21/96 (mdd, Deputy Clerk) (Entered: 02/23/1996)	
02/23/1996		Notice of appeal and certified copy of docket to USCA: [11-1] appeal by Anthony Edwin Hurley (mdd, Deputy Clerk) (Entered: 02/23/1996)	
02/23/1996		Certified and transmitted record on appeal to U.S. Court of Appeals: [11-1] appeal by Anthony Edwin Hurley (Volume 1) (mdd, Deputy Clerk) (Entered: 02/23/1996)	
02/29/1996		NOTICE of Docketing ROA from USCA Re: [11-1] appeal by Anthony Edwin Hurley USCA NUMBER: 96-6282 (Sue Nagle) (mdd, Deputy Clerk) (Entered: 03/05/1996)	
02/29/1996		NOTICE of Docketing ROA from USCA Re: [11-1] appeal by Anthony Edwin Hurley USCA NUMBER: 96-1244 (Beth Catogni) (mdd, Deputy Clerk) (Entered: 03/05/1996)	
03/01/1996		NOTICE of Docketing ROA from USCA Re: [11-1] appeal by Anthony Edwin Hurley USCA NUMBER: 96-6284 (Joy Hargett) (mdd, Deputy Clerk) (Entered: 03/05/1996)	
03/01/1996		NOTICE of Docketing ROA from USCA Re: [11-1] appeal by Anthony Edwin Hurley USCA NUMBER: 96-6283 (Yevone Jeffreys) (mdd, Deputy Clerk) (Entered: 03/05/1996)	
08/29/1996	12	JUDGMENT OF USCA (certified copy) "DENYING" a Certificate of Probable Cause, "DENYING" a Certificate of Appealability and "DISMISSING" the Appeal, Copy of Opinion attached hereto. Re: [11-1] appeal by Anthony Edwin Hurley (c/s) (jlb, Deputy Clerk) (Entered: 08/30/1996)	
08/29/1996		Complete Record on Appeal Returned to U. S. District Court. (jlb, Deputy Clerk) (Entered: 08/30/1996)	

PACER Service Center					
Transaction Receipt					
	12/29/2023 19:03:22				
PACER Login:	Client Code:				

UNPUBLISHED

UNITED STATES COURT OF APPEALS FOR THE FOURTH CIRCUIT

	No. 96-6284	
ANTHONY EDWIN HURLEY,		Petitioner - Appellant,
versus		repersioner impersioner,
LLOYD L. WATERS, Warden; THE STATE OF MARYLAND,	ATTORNEY GENER	AL OF
		Respondents - Appellees.
Appeal from the United St Maryland, at Baltimore. (CA-95-778-CCB)		
Submitted: July 23, 1996		Decided: July 31, 1996
Before WIDENER, NIEMEYER,	and MICHAEL,	Circuit Judges.
Dismissed by unpublished	per curiam opi	nion.
Anthony Edwin Hurley, Appe OFFICE OF THE ATTORNEY GE for Appellees.		
Unpublished opinions are See Local Rule 36(c).	not binding pr	recedent in this circuit.

PER CURIAM:

Appellant seeks to appeal the district court's order denying relief on his habeas corpus petition, 28 U.S.C. § 2254 (1988), as amended by Antiterrorism and Effective Death Penalty Act of 1996, Pub. L. No. 104-132, 110 Stat. 1217. We have reviewed the record and the district court's opinion accepting the recommendation of the magistrate judge and find no reversible error. Accordingly, we deny a certificate of probable cause to appeal; to the extent that a certificate of appealability is required, we deny such a certificate. We dismiss the appeal on the reasoning of the district court. Hurley v. Waters, No. CA-95-778-CCB (D. Md. Feb. 13, 1996). We dispense with oral argument because the facts and legal contentions are adequately presented in the materials before the court and argument would not aid the decisional process.

DISMISSED

If you view the Full Docket you will be charged for 1 Pages \$0.10

General Docket United States Court of Appeals for the Fourth Circuit

 Court of Appeals Docket #: 93-6438
 Docketed: 04/30/1993

 Hurley v. Perry
 Termed: 06/15/1993

Appeal From: United States District Court for the District of Maryland at Baltimore

Fee Status: in forma pauperis

Case Type Information:

1) Prisoner Civil Rights

2) state 3) null

Originating Court Information:

District: 0416-1 : <u>CA-93-1083</u>

Presiding Judge: Walter E. Black, Jr., Senior U. S. District Court Judge

Date Filed: 04/15/1993

Date Order/Judgment EOD: Date NOA Filed: Date Rec'd COA:

04/26/1993 04/27/1993 04/29/1993

04/29/1993	3	Record on appeal filed. Pleadings: vol. 1. [93-6438] MR [Entered: 04/30/1993 08:39 AM]
04/30/1993	1	Prisoner (cvrgt) case docketed. MR [Entered: 04/30/1993 08:39 AM]
04/30/1993	4	Informal briefing order filed. [93-6438] Appellant(s) informal brief due 5/21/93 for Anthony Edwin Hurley. MR [Entered: 04/30/1993 08:40 AM]
05/06/1993	7	Docketing statement filed by Appellant Anthony Edwin Hurley [7] T/S needed: n; T/S already on file: n. [93-6438] SR [Entered: 05/10/1993 11:39 AM]
05/12/1993	8	Informal brief filed by Appellant Anthony Edwin Hurley. Proof of Service [Y/N]?: y. [8] [93-6438] JH [Entered: 05/13/1993 04:49 PM]
05/27/1993	9	Motion filed by Appellant Anthony Edwin Hurley to dismiss case pursuant to FRAP 42(b) [9] [93-6438] JH [Entered: 05/28/1993 03:49 PM]
06/11/1993	10	Response/answer [10] filed by Appellant Anthony Edwin Hurley to motion to dismiss case per FRAP 42b [9] [93-6438] JH [Entered: 06/14/1993 04:19 PM]
06/15/1993	12	CLERK ORDER FILED granting motion to dismiss case per FRAP 42b [9] Copies to all counsel. [93-6438] MR [Entered: 06/15/1993 01:33 PM]
06/15/1993	13	Mandate issued. [93-6438] Procedurally Terminated Without Judicial Action; F.R.A.P. 42. MR [Entered: 06/15/1993 01:41 PM]
06/15/1993	14	Record on appeal returned to USDC at DMD-Baltimore. (Pleadings: Vol. 1). [93-6438] F [Entered: 06/15/1993 01:57 PM]

PACER Service Center						
Transaction Receipt						
12/29/2023 20:32:10						
PACER Login: Client Code:						
Description: Case Summary Search Criteria: 93-6438						
Billable Pages: 1 Cost: 0.10						

If you view the Full Docket you will be charged for 1 Pages \$0.10

General Docket United States Court of Appeals for the Fourth Circuit

Court of Appeals Docket #: 94-7470
Nature of Suit: 3530 Habeas Corpus

Docketed: 12/27/1994
Termed: 05/19/1995

Hurley v. Waters

Appeal From: United States District Court for the District of Maryland at Baltimore

Fee Status: in forma pauperis

Case Type Information:

1) Habeas Corpus-State

2) state3) null

Originating Court Information:

District: 0416-1 : <u>CA-93-3759-B</u>

Presiding Judge: Walter E. Black, Jr., Senior U. S. District Court Judge

Date Filed: 11/12/1993

 Date Order/Judgment EOD:
 Date NOA Filed:
 Date Rec'd COA:

 11/14/1994
 11/23/1994
 12/23/1994

12/27/1994	4	Informal briefing order filed. [94-7470] PKS [Entered: 12/27/1994 01:37 PM]
01/05/1995	6	Informal brief and memorandum in support filed by Appellant Anthony Edwin Hurley. Proof of Service [Y/N]?: y. [6] [94-7470] SR [Entered: 01/05/1995 11:16 AM]
01/09/1995	7	Docketing statement filed by Appellant Anthony Edwin Hurley [7] T/S needed: n; T/S already on file: . [94-7470] MH [Entered: 01/10/1995 12:17 PM]
05/19/1995	12	Unpublished per curiam opinion filed. ([94-7470] DSD [Entered: 05/19/1995 07:56 AM]
05/19/1995	13	Judgment order filed. Decision: dismissed . [94-7470] DSD [Entered: 05/19/1995 07:56 AM]
05/19/1995	14	CPC denied by the Fourth Circuit. [94-7470] DSD [Entered: 05/19/1995 07:58 AM]
05/31/1995	15	Petition filed by Appellant Anthony Edwin Hurley for rehearing. Number copies filed: 1 [15], for suggestion for rehearing in banc. Number of copies filed: 1 [15] [94-7470] SAW [Entered: 05/31/1995 09:52 AM]
07/03/1995	20	COURT ORDER filed denying motion for rehearing [15], denying motion for suggestion for reh in banc [15] Copies to all counsel. [94-7470] PKS [Entered: 07/03/1995 08:51 AM]
07/11/1995	21	Mandate issued. [94-7470] PKS [Entered: 07/11/1995 09:13 AM]
07/12/1995	22	Record on appeal returned to USDC at Baltimore. (Pleadings: Vols. 1 & 2). [94-7470] F [Entered: 07/12/1995 09:09 AM]

PACER Service Center					
Transaction Receipt					
12/29/2023 20:33:27					
PACER Login: Client Code:					
Description: Case Summary Search Criteria: 94-7470					
Billable Pages: 1 Cost: 0.10					

U.S. Bankruptcy Court **District of Maryland (Greenbelt) Bankruptcy Petition #: 02-20112**

Assigned to: Duncan W. Keir

Chapter 7 Voluntary

No asset

Debtor **Anthony Edwin Hurley**

P.O. Box 493 Owings, MD 20736 **CALVERT-MD**

SSN / ITIN: xxx-xx-7682

Trustee Gary A. Rosen

One Church Street Suite 800 Rockville, MD 20850 (301) 251-0202

Fax: 301-560-5016

Email: <u>trusteerosen@gmail.com</u>

Date filed: 08/28/2002 Date terminated: 02/26/2004

341 meeting: 10/04/2002

Deadline for objecting to discharge: 12/03/2002 00:00

Case Administrator: Janine Hutchinson Team 1 Phone: 301-344-3964

represented by Lloyd A. Malech

1015 18th Street NW Suite 801 Washington, DC 20036

(202) 955-1011

Filing Date	#	Docket Text
02/26/2004		Bankruptcy Case Closed. (McKenna, S) (Entered: 02/26/2004)
02/26/2004		Adversary Case 02-1547 Closed. (McKenna, S) (Entered: 02/26/2004)
02/26/2004		Disposition of Adversary 02-1547 Judgment For Plaintiff. (McKenna, S) (Entered: 02/26/2004)
09/28/2003	19	BNC Certificate of Mailing - PDF Document. Service Date 09/28/2003. (Related Doc # 18) (Admin.) (Entered: 09/29/2003)
09/26/2003	18	Order DENYING Debtor's Discharge Re: Signed on 9/26/2003. (McKenna, S) (Entered: 09/26/2003)
12/22/2002	17	Certificate of Service by BNC Re: [16-2] Order, [16-1] Order To Vacate [14-1] Discharge Order . (sjameson) (Entered: 12/26/2002)
12/20/2002	16	Order To Vacate [14-1] Discharge Order . (formeremployee) (Entered: 12/20/2002)
12/20/2002		Adv. #02-1547 - P#1 (formeremployee) (Entered: 12/20/2002)
12/11/2002	15	Courts BNC Certificate of Service Re: [14-1] Discharge Order by Anthony Edwin Hurley . # of Notices: 53 were sent out. (adkt) (Entered: 12/12/2002)
12/09/2002	14	Order Discharging Debtor Anthony Edwin Hurley (adkt) (Entered: 12/09/2002)

		Complaint (02-1547) Jo Robertson vs. Anthony Edwin Hurley . NOS 424 Objection To Discharge
12/02/2002		(727) . (fee not paid) (formeremployee) (Entered: 12/20/2002)
10/25/2002		Deficient Pleading Satisfied RE: [8-1] Amended Voluntary Petition by Anthony Edwin Hurley; Cured Pleading Filed, Due: 10/28/02; Signature Filed, Due: 10/28/02 (formeremployee) (Entered: 10/25/2002)
10/25/2002		Deficient Pleading Satisfied RE: [9-1] Amended Schedules ; Cured Pleading Filed, Due: 10/28/02 ; Signature Filed, Due: 10/28/02 (formeremployee) (Entered: 10/25/2002)
10/23/2002	13	Amended Schedule A and signed declaration. (formeremployee) (Entered: 10/29/2002)
10/23/2002	12	Amended Voluntary Petition filed by Debtor Anthony Edwin Hurley - signed by debtor and debtor's attorney (formeremployee) (Entered: 10/29/2002)
10/21/2002	11	Deficiency Notice RE: [9-1] Amended Schedules ; Cured Pleading Due: 10/28/02 ; Signature Due: 10/28/02 (formeremployee) (Entered: 10/21/2002)
10/21/2002	10	Deficiency Notice RE: [8-1] Amended Voluntary Petition by Anthony Edwin Hurley; Cured Pleading Due: 10/28/02; Signature Due: 10/28/02 (formeremployee) (Entered: 10/21/2002)
10/15/2002	9	Amended Schedule A. (formeremployee) (Entered: 10/16/2002)
10/15/2002	8	Amended Voluntary Petition filed by Debtor Anthony Edwin Hurley - to change mailing address. (formeremployee) (Entered: 10/16/2002)
10/09/2002	7	First Meeting Held and Trustee's Report of No Assets Filed. (formeremployee) (Entered: 10/09/2002)
10/07/2002		Deficient Pleading Satisfied RE: [4-1] Amended Schedules ; Mailing Matrix Filed, Due: 10/9/02 ; \$20 Amendment Fee Paid, Due: 10/9/02 (formeremployee) (Entered: 10/07/2002)
10/04/2002		Amended Matrix. (Filing Fee \$ 20.00 Receipt # 20022590) (formeremployee) (Entered: 10/07/2002)
10/02/2002	6	Deficiency Notice RE: [4-1] Amended Schedules ; Mailing Matrix Due: 10/9/02 ; \$20 Amendment Fee Due: 10/9/02 (formeremployee) (Entered: 10/02/2002)
10/01/2002	5	Amended Statement of Financial Affairs. (formeremployee) (Entered: 10/01/2002)
10/01/2002	4	Amended Schedules F and Summary And Certificate of Service. (formeremployee) (Entered: 10/01/2002)
08/31/2002	3	Courts BNC Certificate of Service Re: [0-0] First Meeting . # of Notices: 51 were sent out. (adkt) (Entered: 09/03/2002)
08/29/2002		First Meeting of Creditors Scheduled For 9:30 10/4/02 At Auditorium, LaPlata Last Day To Oppose Discharge: 12/3/02 (formeremployee) (Entered: 08/29/2002)
08/28/2002	2	Disclosure of Compensation By Attorney For Debtor (formeremployee) (Entered: 08/29/2002)
08/28/2002	1	Voluntary Petition all schedules and statements. (Filing Fee \$ 200.00 Receipt # 20020334) (formeremployee) (Entered: 08/29/2002)

U.S. Bankruptcy Court District of Maryland (Greenbelt) Adversary Proceeding #: 02-01547

Assigned to: Duncan W. Keir Lead BK Case: 02-20112

Lead BK Title: Anthony Edwin Hurley

Lead BK Chapter: 7 Demand: \$9000

Nature[s] of Suit: 424 Obj/Revocation Discharge 727

Date Filed: 12/02/02 Date Terminated: 02/26/04

Case Administrator: Janine Hutchinson

Team Phone: 301-344-3964

Plaintiff

Jo Robertson

2960 Strathmeade Street Falls Church, VA 22042

(703) 698-5035

represented by **Jo Robertson** PRO SE

V.

Defendant

Anthony Edwin Hurley

P.O. Box 493 Owings, MD 20736

()

SSN / ITIN: xxx-xx-7682

represented by Anthony Edwin Hurley

PRO SE

Matthew Hertz

Solomon, Malech & Cohen, P.C. 7910 Woodmont Avenue Suite 1430 Bethesda, MD 20814

(301) 913-9004 Fax: (301)913-0382

Email: <u>Hertzmr@smaclaw.com</u>

(See above for address) *LEAD ATTORNEY*

Filing Date	#	Docket Text
02/26/2004		Adversary Case 02-1547 Closed. (McKenna, S) (Entered: 02/26/2004)
02/26/2004		Disposition of Adversary 02-1547 Judgment For Plaintiff. (McKenna, S) (Entered: 02/26/2004)
09/28/2003	37	BNC Certificate of Mailing - PDF Document. Service Date 09/28/2003. (Related Doc # 35) (Admin.) (Entered: 09/29/2003)
09/26/2003	35	Order DENYING Debtor's Discharge: Signed on 9/26/2003 (related document(s) 1 Complaint). (McKenna, S) (Entered: 09/26/2003)
09/24/2003	32	BNC Certificate of Mailing - PDF Document. Service Date 09/24/2003. (Related Doc # 31)

		(Admin.) (Entered: 09/25/2003)
09/22/2003	36	Trial Hearing Held (related document(s) 1 Complaint). Discharge Denied. (Aure-Spivey, L) (Entered: 09/26/2003)
09/22/2003	33	Hearing Held (related document(s) 1 Complaint). (Attachments: 1 Plaintiff's List of Exhibits) JUDGMENT FOR PLAINTIFF. DISCHARGE DENIED. (McKenna, S) (Entered: 09/26/2003)
09/22/2003	31	Order Determining Motion To Compel (relateddocument(s):20 Motion to Compel filed by Plaintiff Jo Robertson). Signed on 9/22/2003. (McKenna, S) (Entered: 09/22/2003)
09/15/2003	34	Hearing Held (related document(s) <u>20</u> Motion to Compel filed by Plaintiff Jo Robertson, <u>23</u> Response filed by Defendant Anthony Edwin Hurley). Documents as per record due by Wednesday at 5:00 PM. (McKenna, S) (Entered: 09/26/2003)
09/05/2003	29	Exhibit List and Witness List filed by Debtor(related document(s) 1 Complaint (02-1547) Jo Robertson vs. Anthony Edwin Hurley . NOS 424 Objection To Discharge (727)). (Killmon-Doucet, K) Modified on 9/11/2003 (Ward, S). (Entered: 09/10/2003)
09/03/2003	30	Plaintiff Exhibit List and Witness List (related document(s) 1 Complaint (02-1547) Jo Robertson vs. Anthony Edwin Hurley . NOS 424 Objection To Discharge (727)). (Killmon-Doucet, K) (Entered: 09/10/2003)
08/21/2003	28	Joint Pre-Trial Statement Filed by Defendant Anthony Edwin Hurley and Plaintiff Jo Robertson . (Ferere, M) (Entered: 08/23/2003)
08/08/2003	27	BNC Certificate of Mailing - PDF Document. Service Date 08/08/2003. (Related Doc # 24) (Admin.) (Entered: 08/09/2003)
08/08/2003	26	BNC Certificate of Mailing - Hearing. Service Date 08/08/2003. (Related Doc # 25) (Admin.) (Entered: 08/09/2003)
08/06/2003	25	Notice of Hearing (related document(s) <u>20</u> Motion to Compel Document Disclosure Filed by Jo Robertson, <u>23</u> Response filed by Defendant Anthony Edwin Hurley). Hearing scheduled for 9/15/2003 at 10:00 AM at Courtroom 3-C, Greenbelt. (Ferere, M) (Entered: 08/06/2003)
08/06/2003	24	Order Denying Motion For Summary Judgment (relateddocument(s):21 Motion for Summary Judgment filed by Defendant Anthony Edwin Hurley). Signed on 8/6/2003. (Ferere, M) (Entered: 08/06/2003)
07/14/2003	23	Response Filed by Anthony Edwin Hurley (related document(s) <u>20</u> Motion to Compel filed by Plaintiff Jo Robertson). (Smith, R) (Entered: 07/18/2003)
07/09/2003	22	Response Filed by Jo Robertson (related document(s) <u>21</u> Motion for Summary Judgment filed by Defendant Anthony Edwin Hurley). (Ferere, M) (Entered: 07/09/2003)
07/09/2003	21	Motion For Summary Judgment Filed by Anthony Edwin Hurley. (Attachments: <u>1</u> Proposed Order) (Ferere, M) (Entered: 07/09/2003)
07/09/2003	20	Motion to Compel Document Disclosure Filed by Jo Robertson. (Ferere, M) (Entered: 07/09/2003)
07/09/2003	19	Objection Filed by Jo Robertson (related document(s)4 Motion for Miscellaneous Relief filed by Defendant Anthony Edwin Hurley). (Ferere, M) Modified on 7/9/2003 (Ferere, M) CORRECTIVE ENTRY: Improvidently docketed. (Entered: 07/09/2003)
06/26/2003	17	BNC Certificate of Mailing - PDF Document. Service Date 06/26/2003. (Related Doc # 15) (Admin.) (Entered: 06/27/2003)
06/24/2003	18	Certificate of mailing Filed by Matthew Hertz for Anthony Hurley (related document(s) <u>8</u> Response, filed by Plaintiff Jo Robertson). (Wilson, Y) (Entered: 06/27/2003)

06/24/2003	15	Scheduling Order. Discovery due by 8/22/2003. Dispositive Motions due by 7/10/2003. Exhibit List, Exhibits, and List of Witnesses due by 9/8/2003. Exhibits not Objected to in Writing due by 9/15/2003. Trial date set for 9/22/2003 at 02:00 PM at Courtroom 3-C, Greenbelt. (Whitfield, J) (Entered: 06/24/2003)
06/18/2003	16	Hearing Held RE: Response filed by Plaintiff Jo Robertson, 4 Motion for Miscellaneous Relief filed by Defendant Anthony Edwin Hurley, 5 Motion to Continue/Reschedule Hearing filed by Defendant Anthony Edwin Hurley - P#4 DENIED; SCHEDULING ORDER ENTERED. (Whitfield, J) (Entered: 06/25/2003)
06/18/2003	14	Notice of Service regarding Regarding Request for Documents upon Defendant Anthony Hurley. Filed by Jo Robertson. (Whitfield, J) (Entered: 06/19/2003)
06/06/2003	13	BNC Certificate of Mailing - Hearing. Service Date 06/06/2003. (Related Doc # 12) (Admin.) (Entered: 06/07/2003)
06/04/2003	12	Notice of Hearing (related document(s) <u>8</u> Response filed by Plaintiff Jo Robertson, <u>4</u> Motion for Miscellaneous Relief filed by Defendant Anthony Edwin Hurley). Hearing scheduled for 6/18/2003 at 10:30 AM at Courtroom 3-D, Greenbelt. (Whitfield, J) (Entered: 06/04/2003)
05/30/2003	11	Answer to Complaint Filed by Anthony Edwin Hurley. (Ferere, M) Additional attachment(s) added on 6/3/2003 (Ferere, M). Modified on 6/3/2003 (Ferere, M) CORRECTIVE ENTRY: Attached exhibit. (Entered: 06/03/2003)
05/30/2003	10	Notice of Appearance and Request for Notice on behalf of Anthony Edwin Hurley Filed by Matthew Hertz . (Ferere, M) (Entered: 06/03/2003)
05/30/2003	9	Notice of Appearance and Request for Notice on behalf of Jo Robertson Filed by Matthew Hertz. (Ferere, M) Modified on 6/3/2003 (Ferere, M) CORRECTIVE ENTRY: Attorney Hertz representing defendant Hurley and not plaintiff Robertson as indicated on pleading. (Entered: 06/03/2003)
05/27/2003	8	Response Filed by Jo Robertson (related document(s)4 Motion for Miscellaneous Relief filed by Defendant Anthony Edwin Hurley). (Whitfield, J) Additional attachment(s) added on 5/29/2003 (O Conor, L).CORRECTIVE ENTRY: EDITED IN ERROR Modified on 6/27/2003 (Wilson, Y). (Entered: 05/29/2003)
05/07/2003	7	BNC Certificate of Mailing - PDF Document. Service Date 05/07/2003. (Related Doc # 6) (Admin.) (Entered: 05/08/2003)
05/05/2003	6	Order Granting Motion To Continue/Reschedule Hearing On (relateddocument(s): 1 Complaint, 5 Motion to Continue/Reschedule Hearing filed by Defendant Anthony Edwin Hurley). Signed on 5/5/2003. Hearing scheduled for 6/18/2003 at 10:30 AM at Courtroom 3-C, Greenbelt. (Whitfield, J) (Entered: 05/05/2003)
04/18/2003	5	Motion to Continue Hearing On <i>Pre-Trial Conference</i> Filed by Anthony Edwin Hurley (related document(s) 1 Complaint). (Attachments: <u>1</u> Proposed Order) (Whitfield, J) (Entered: 04/28/2003)
04/18/2003	4	Motion for a More Definitive Statement Filed by Anthony Edwin Hurley. (Whitfield, J) (Entered: 04/28/2003)
02/14/2003		1 Summons(es) Issued on Anthony Edwin Hurley Answer due 3/17/03 for Anthony Edwin Hurley ;Pre-Trial Conference Set For 10:00 5/7/03 at Crtrm 3-D, Greenbelt (formeremployee) (Entered: 02/14/2003)
02/06/2003	3	Request of Plaintiff Jo Robertson for a re-issuance of summons. (formeremployee) (Entered: 02/10/2003)
01/06/2003		1 Summons(es) Issued on Anthony Edwin Hurley Answer due 2/5/03 for Anthony Edwin Hurley; Pre-Trial Conference Set For 10:00 3/5/03 at Crtrm 3-C, Greenbelt (formeremployee) (Entered: 01/06/2003)

12/26/2002		Deficient Pleading Satisfied RE: [1-1] Complaint NOS 424 Objection To Discharge (727); Cured Pleading Filed, Due: 12/27/02; \$150 Adversary Fee Paid, Due: 12/27/02 (formeremployee) (Entered: 12/26/2002)
12/26/2002		Filing Fee Paid in Full RE: [1-1] Complaint NOS 424 Objection To Discharge (727) (Filing Fee \$ 150.00 Receipt # 20027270) (formeremployee) (Entered: 12/26/2002)
12/20/2002	2	Deficiency Notice RE: [1-1] Complaint NOS 424 Objection To Discharge (727); Cured Pleading Due-Adv pro cover sheet: 12/27/02; \$150 Adversary Fee Due: 12/27/02 (formeremployee) (Entered: 12/20/2002)
12/02/2002	1	Complaint (02-1547) Jo Robertson vs. Anthony Edwin Hurley . NOS 424 Objection To Discharge (727) . (fee not paid) (formeremployee) (Entered: 12/20/2002)

	PACER Service Center			
Transaction Receipt				
12/29/2023 19:15:45				
PACER Login:		Client Code:		
Description:	Docket Report	Search Criteria:	02-01547 Fil or Ent: filed From: 1/1/1990 To: 12/29/2023 Doc From: 0 Doc To: 99999999 Term: included Format: html Page counts for documents: included	
Billable Pages:	3	Cost:	0.30	

concert—Need 1 or more investors to raise \$100k for Jaheim, Tank, Ginuwine concert. Potential gross \$580k. Earn 50% return on your investment w/sell-out show. 301-785-4661.

1ST MEETING DEC 9, 2002 WAFFLE HOUSE DUMFRIES, VA

Exhibit D / Venture Capital Real Estate Collateral Agreement, signed by both parties on December 30th, 2002; and non-exclusive Real Estate Brokerage Contract signed on February 23rd, 2003.

\$3,500,000.00 PERSONAL PROPERTY 370 / OTHER FRAUD 28 U.S.C. § 1332 DIVERSITY-FRAUD 26 U.S.C. 7434 (WRONGLY STATED AS 3474) - 25

VENTURE CAPITAL REAL ESTATE COLLATERAL AGREEMENT

This Venture Capital Real Estate Collateral Agreement, made this head of December, 2002, by and between MEGA PRODUCTIONS, INC. T/A MEGA CONCERTS (hereinafter "Promoter") and Alberto Medina Lopez (hereinafter "Collateral Provider").

RECITALS

WHEREAS, the Promoter is engaged in the business of promoting concerts and other forms of entertainment; and

WHEREAS, the Collateral Provider is a Real Estate Owner seeking to provide money to the Promoter by providing part of his real estate ownership rights for the Promoter to secure venture capital loans; and

WHEREAS, the Promoter has advised to the Collateral Provider that using part of his real estate ownership rights to secure loans to the Promoter is risky, even, may contemplate the collateral's provided total loss; and

WHEREAS, the Collateral Provider has represented to the Promoter that the Collateral Provider is a sophisticated individual and is aware of the risk associated with using part of his real estate ownership rights to secure loans to be made by the Promoter; and

WHEREAS, at present, the Promoter is promoting two separate concert tours, one concert tour to be held in twenty (20) separate venues throughout the United States of America during the months of January through June of the year two thousand three (2003), and, the other concert tour, to be held in twenty (20) separate venues throughout the United States of America during the months of July through December of the year two thousand three (2003); and

WHEREAS, it has been projected by the Promoter, that based on a One Hundred Percent (100%) sellout markup in each one of the twenty separate venues to be held semi-annually, both concert tours have the potential to generate jointly at least net profits for a total amount of U.S. thirteen million dollars (\$13,000,000); and

WHEREAS, the Promoter has represented to the Collateral Provider that the overall capital required to fund each concert tour semi-annually is approximately U.S. six million dollars (\$6,000,000), and once that capital is raised using the aforesaid limited Collateral Provider's real estate ownership rights as collateral to secure the loan or loans, the Collateral Provider will receive immediately from the Promoter the ten percent (10%) of the total amount of any raised capital per each one separate project-venue in the same act of signing the loan's legal documents.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree to comply with all the following contractual clauses under the following terms and conditions:

- 1. At present, the Collateral Provider is the absolute and sole owner of the Property Number Fifty Seven (57) of Loiza, known as Farm John Perez, with an area of Eight Hundred Twenty Six (826) acres of raw land, equivalent in the metric system to three million three hundred forty thousand eight hundred thirty six point twenty six square meters (3,340,836.2600), located on the municipality of Loiza, Puerto Rico USA, State Road number one hundred eighty seven (187), between the kilometers numbers ten point three (10.3) and twelve point three (12.3).
- 2. The aforesaid immovable property is recorded in favor to the Collateral Provider in the page number sixty five (65) of volume number two (2) of Loiza, eighth and last inscription, in the third section of the Property of Registry of the municipality of Carolina, Puerto Rico USA under the following AD VERBATIM description in Spanish language: Rústica: Estancia denominada "Juan Pérez" sita en el Barrio de Montenegro de la jurisdicción de Loíza, compuesta de ochocientas (cuerdas) digo, cincuenta cuerdas de terreno colindante al Norte con el Mar, al Sud la Hacienda de Don Teodoro Chevremont, al Este terrenos de la Hacienda Pública y al Oeste la Hacienda denominada Piñones.
- 3. The Collateral Provider, hereby agrees, to allow the Promoter to use as immovable collateral to secure his loan or loans for a period of thirty (30) years commencing from the day and date first written above, ONLY, a limited percentage of his one hundred percent (100%) real estate ownership rights in the aforesaid immovable property, until now, unknown the exact percentage, never exceeding the maximum amount of U.S. FIFTY MILLION DOLLARS (\$50,000,000) as equivalent.
- 4. In order to know the real market value of the aforesaid property, the Collateral Provider authorizes the Promoter to make an official title search, a land surveying and a certified appraisal of such property in the next sixty (60) days.
- 5. The Promoter will make the aforesaid title search, the land surveying and the appraisal at his completely entire risk and cost.
- 6. In order to accelerate the proceedings; and due to the fact that the proceedings will take at least two months to be completed; and will require to invest a considerable amount of time in long lasting meetings, the Promoter agree to pay an up front fee of U.S. FIVE THOUSAND DOLLARS (\$5,000) to the Collateral Provider to cover his expenses in that period of time; Two thousand dollars (U.S.\$2,000.00) to be paid immediately in the same act of signing this agreement and three thousand dollars (U.S.\$3,000.00) to be paid to the Collateral Provider immediately upon verification and certification of title search, land surveying, and appraisal. That amount will be non refundable and will be applicable to the first benefits that the Collateral Provider will receive.
- 7. If after completed those aforesaid proceedings, result that the property's appraisal value is U.S. FIFTY MILLION DOLLARS (\$50,000,000), the Promoter will be limited to use as maximum to secure his loans ONLY the forty (40%) percent of the Collateral Provider's one hundred percent (100%) real estate ownership rights.
- 8. If after completed those aforesaid proceedings, result that the property's appraisal value is U.S. ONE HUNDRED MILLION DOLLARS (\$100,000,000), the Promoter will be limited to use as maximum to secure his loans ONLY the thirty five (35%) percent of the Collateral Provider's one hundred percent (100%) real estate ownership rights.
- 9. If after completed those aforesaid proceedings, result that the property's appraisal value is U.S. ONE HUNDRED FIFTY MILLION DOLLARS (\$150,000,000), the Promoter

- will be limited to use as maximum to secure his loans ONLY the thirty (30%) percent of the Collateral Provider's one hundred percent (100%) real estate ownership rights.
- 10. If after completed those aforesaid proceedings, result that the property's appraisal value is U.S. TWO HUNDRED MILLION DOLLARS (\$200,000,000), the Promoter will be limited to use as maximum to secure his loans ONLY the twenty five (25%) percent of the Collateral Provider's one hundred percent (100%) real estate ownership rights.
- 11. If after completed those aforesaid proceedings, result that the property's appraisal value is U.S. TWO HUNDRED FIFTY MILLION DOLLARS (\$250,000,000) or MORE, the Promoter will be limited to use as maximum to secure his loans ONLY the twenty (20%) percent of the Collateral Provider's one hundred percent (100%) real estate ownership rights, but always, with the limitation of never to exceed the maximum amount of U.S. FIFTY MILLION DOLLARS (\$50,000,000) as collateral equivalent value.
- 12. The Collateral Provider will have the right to sell and/or offer as a loan warranty at any time this income producing contract to third parties, but the Promoter will still reserve the right to use the property as immovable collateral to secure loans for a period of thirty years and will have the first option to buy it and be a property's co-owner.
- 13. The Collateral Provider will receive from the Promoter the ten percent (10%) of all and of ANY total amount raised capital per EACH separate project, separate venue and/or from of any other purpose or business in which the Promoter use the offered collateral, immediately in the same act, place and time when both and/or their agents signing the loan's legal related documents. For example, per each one U.S. ONE DOLLAR (\$1.00) raised capital, the Collateral Provider will receive immediately from the Promoter the ten percent (10%) of that amount, equal to U.S. TEN CENTS (\$0.10); per each U.S. ONE THOUSAND DOLLARS (\$1,000.00) raised capital, the Collateral Provider will receive immediately from the Promoter the ten percent (10%) of that amount, equal to U.S. ONE HUNDRED DOLLARS (\$100.00); per each U.S. ONE HUNDRED THOUSANDS DOLLARS (\$100,000.00) raised capital, the Collateral Provider will receive immediately from the Promoter the ten percent (10%) of that amount, equal to U.S. TEN THOUSAND DOLLARS (\$10,000.00); per each U.S. ONE MILLION DOLLARS (\$1,000,000.00) raised capital, the Collateral Provider will receive immediately from the Promoter the ten percent (10%) of that amount, equal to U.S. ONE HUNDRED THOUSAND DOLLARS (\$100,000.00); and, per each U.S. TEN MILLION DOLLARS (\$10,000,000.00) raised capital, the Collateral Provider will receive immediately from the Promoter the ten percent (10%) of that amount, equal to U.S. ONE MILLION DOLLARS (\$1,000,000.00).
- 14. Is clear, that the Collateral Provider will not receive from the Promoter benefits or profits from the concerts tour businesses. The Collateral Provider will ONLY receive immediately from the Promoter the aforesaid fees, payments and benefits mentioned in the paragraph number thirteen (13) ONLY each time the Promoter use the aforesaid offered Collateral Provider's immovable collateral to raise capital for any legal, business or personal purpose.
- 15. The Promoter will be liable to raise at least U.S. TEN MILLION DOLLARS (\$10,000,000) in capital each year, in a regular basis of U.S. FIVE MILLION DOLLARS (\$5,000,000) each six month period, using always the aforesaid immovable collateral during the aforesaid term of thirty (30) years to keep his right to use the collateral during that term.

- 16. The Promoter will never have inactive his collateral without producing capital and benefits to the Collateral Provider for more than six (6) months.
- 17. The Promoter will be liable to pay EACH loan that lien the collateral in or before one hundred eighty (180) days commencing from the date the lien is effective in order to liberate the utilized collateral and re-utilize it again.
- 18. The Collateral Provider hereby agrees to grant to the Promoter a joint exclusive right to subdivide, develop, rent, lease or sell in partnership the aforesaid immovable property once the Promoter acquire his collateral establishing a partnership with the Collateral Provider understanding that those terms are negotiable and are subject to the federal statute 48 USC 752.

IN WITNESS WHEREOF, the parties hereto affix their hands and seals the day and date first above written:

ATTEST:	MEGA PRODUCTIONS, INC. T/A MEGA CONCERTS
Kouen Wolman	By Comment (SEAL)
ATEST:	By Mal Midis LESEAL)

State of Manyland }
County of Prince George's
On Dec. 30,02 before me Karen Wolman
Appeared Anthony E. Hurley and Alberto Lopez

Personally known to me (or proved to me on the basic of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Kacen Wolman
Signature of Notary

Affiant Known X Produced ID

Type of ID Hurley- MD Dnivers Livenge

Lopez-VA. D. (Seal) & Livenge

PROPERTY NUMBER 57 OF LOIZA, PUERTO RICO USA (Farm John Perez)

APPRAISAL, USES & AMENITIES KEY POINTS

- Antique Uses Rights Doctrine
- A paradise for movie's making industry
- 2 linear kilometers of private beaches in the northern side
- Ideal for urban developing, agriculture, aquaculture & hunting
- With 30 millions cubic meters of sand for construction purposes (minimum)
- At just 5 minutes of the main airport Luis Muñoz Marín in Ísla Verde San Juan
- Perpetual tropical winds, sun and thermal oceanic hot waters to generate power
- Located at the east side of the urban expansion area in the metropolitan area of San Juan
- 826 acres (3,340,836.26 m2) of raw land with a minimum estimated value of \$1.3 Billions dollars (\$400m2)

BASIC APPLICABLE LAWS in case of lenders foreclosure (Puerto Rico Civil Code 1930)

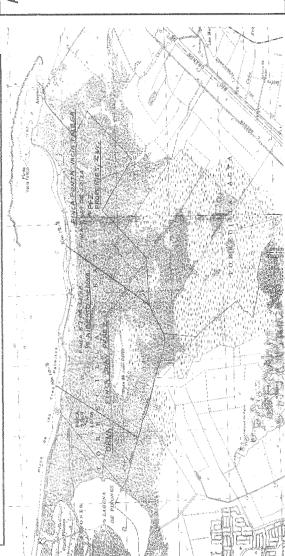
Art. 333 Dominion of the different portions. (31 L.P.R.A. sec. 1278)

Everything co owner will have the total property of its part and the one of the fruits and utilities that correspond to him, being able in except for if it is personal rights, but the effect of the distraction or the mortgage in relation to the co owners, will be limited the portion that adjudges in the division when stopping the community to them, and the effect of the renting will be to confer the renter, during ts consequence to alienate it, to yield it or to mortgage it, and to replace another one in its advantage and even to give it in renting, the term of the contract, the faculties of co owner in order to the administration and better benefit of the common thing.

SPECAL NOTES

time the mortgages be renewed. This is a plus to the Promoter; 3) The Promoter will pay the which will be the max, mortgage term each time The investors will lend the capital to the Collatrights in the property; 2) In the same act, the mortgage in or before 180 days to the lenders, of necessary capital the Collateral Provider will put an equivalent of \$4 in immovable collateral 1) The inclusion of a BOND and the AUDITED Financial Statements will be appreciated each eral Provider and a mortgage will recorded in PR, lien only an specific % of his ownership Col. Provider will deliver the 90% of the capital It be renewed. 3) The formula will be for each \$1 to the lenders according to the MAX. ALLOWED OWNERSHIP RIGHTS PERCENTAGE USING. not a must. 2) The basic procedure will be:

MEGA PRODUCTIONS, INC. T/A MEGA CONCERTS & Alberto Medina Lopez Venture Capital Real Estate Collateral Agreement ADDENDUM.



Any Time Collateral Variable Values

ale Norman condo	APPRAISAL VALUE	Max AOR% Using	Equiv value as collat.
DESCRIPTION OF THE PROPERTY OF	\$50,000,000	40%	\$20,000,000
POTTON DOCUMENTAL ASSESSMENT	\$100,000,000	35%	\$35,000,000
a mentionical and the	\$150,000,000	30%	\$45,000,000
ancer consistence	\$200,000,000	25%	\$50,000,000
MANAGEMENT AND ADDRESS OF THE PARTY OF THE P	\$250,000,000	20%	\$50,000,000
Annual Processing	\$350,000,000	15.57%	\$55,000,000
-M-1/MINUMENT	\$500,000,000	12%	\$60,000,000
	\$700,000,000	10%	\$70,000,000
Chimadalla Company	\$1,000,000,000	7.5%	\$75,000,000

	American de la companya de la compa
MEGA PRODUCTIONS, INC. 1401 SHEFFORD RD TOWSON, MD 21239	1030
	DATE 12/30/02 85-320/550
TO THE TOTHE LOSSEL	1 \$ 2,000 m
Two thrusand and	DOLLARS Beauty
First Union National Bank firstunion.com Org. 014 R/T 055003201	Med
FOR Stepust - Venture Captu / New Lotude	They I. Halle "
**************************************	100B 290 V 211

....

Carried and Art

MEGA P	PRODUCTIONS, INC. 1401 SHEFFORD RD TOWSON, MD 21239	1034
		65-320/550 BRANCH 95829
PAY TO THE ORDER OF	Alberto Medina	(oper \$ 1,500.00
One	thousand five hundred	and 10/100 DOLLARS Death of Security
F1550N°	First Union National Bank firstunion.com Org. 014 R/T 055003201 Collaboral Agreem	ent
FOR Ind	1001034 10550032011:2030	May E. Heckly M

© HARLAND STYLE XXJ

CONTRACT

This agreement is made by and between Mega Productions, Inc. (hereinafter referred to as "Mega") and Alberto Medina Lopez (hereinafter referred to as "Medina"). The parties agree as follows:

1. The property which is the subject matter of this agreement is described as follows:

Number 57, recorded at page 63 of volume 2 of Loiza, Registry of the Property of Puerto Rico, Section III of Carolina.

a. the description: (as it is recorded in the Spanish Language)

RUSTICA: Estancia denominada Juan Perez, sita en el Barrio de Monte Negro de la jurisdiccion de Loiza, compuesta de ochocientas Cincuenta cuerdas de terreno, Colindante el NORTE, con el mar; al SUR, con la Hacienda de don Teodoro Chevremont; al ESTE, con terrenos de la Hacienda publica; y al OESTE, con la hacienda denominada Pinones.

- b. title to said property is recorded at page 66 of volume 2 of Loiza, in favor of Alberto Medina Lopez, single, who acquired it by Adherance from Pedro Malave Encarnacion, at a price of \$30,000.00, pursuant to deed number 68, executed in San Juan, Puerto Rico, on July 12, 2001, before notary Raul Rivera Lopez, property number 57, 8th inscription.
- 2. Medina warrants and guarantees that he has good and marketable title to the property.
- In consideration of Mega's promise and agreement to use its best effort to find a
 purchaser for the property, Medina gives to Mega a non-exclusive right to sell the
 property on his behalf.
- 4. Medina authorizes Mega, its designated agents or employees to market the property to interested individuals or entities. The offering or marketing price shall be \$285,000,000.00. As further defined herein, a twenty (20%) percent commission shall be payable to Mega for its services incidental to this agreement. Medina may reduce the offering or marketing price at any time.
- 5. This non-exclusive right to sell shall be effective for a period of one (1) year commencing on January 21, 2003 and shall automatically terminate at the expiration of the one (1) year period. If within six (6) months of any such termination, Medina enters into an Agreement of Sale or transfers or exchanges the property with any person or entity to whom the property was, directly or indirectly, presented or submitted by Mega during the one (1) year term of this Agreement, the sale shall be conclusively presumed to have been made by Mega and the aforementioned twenty (20 %) percent commission shall be paid by Medina.



- 6. If Mega procures a purchaser ready, willing and able to buy the property at the price of \$285,000,000.00 within the period of time this contract is in force, Medina agrees to pay Mega a commission of twemty (20%) percent, or \$57,000,000.00. If Medina agrees to sell the property to the purchaser who was obtained, procured and/or introduced to the transaction, directly or indirectly, by Mega, at a price that is less than \$285,000,000.00 within a period of time this contract is in force, Medina agrees to pay Mega a commission of twenty (20%) percent of the actual sales price paid by the purchaser.
- The parties will mutually agree on a designated escrow agent for this agreement and for any resulting sales.
- 8. Medina represents and warrants that he is the sole owner of the property and agree to convey the property to the purchaser by general warranty deed, or its equivalent, clear of all liens and encumbrances except easements, restrictions and reservations set forth in instruments of record.
- 9. During the term of this agreement, Medina agrees to give Mega written notice of any bona fide offers he receives for the property within five (5) days of his receiving same. Said notice will include the relevant terms and conditions of said offer. Mega shall have thirty (30) days to produce a qualified purchaser for the property on similar or better terms and conditions.
- Once Mega receives a twenty (20%) per cent commission for the sale of the property, its collateral rights agreement with Medina will automatically be totally cancelled, rendered null and void.
- 11. This agreement may be executed by use of fax-transmittal.
- Venue or jurisdiction for this agreement shall be Maryland or Virginia.

Executed this 23rd day of February, 2003.

Mega Productions, Inc.

Alberto Medina Lopez

SIGNED THIS DAY
FEBRUARY 23, 2003

2

ADDENDUM TO VENTURE CAPITAL REAL ESTATE COLLATERAL AGREEMENT

This is an Addendum to the Venture Capital Real Estate Collateral Agreement, made the 30th day of December, 2002, by and between MEGA PRODUCTIONS, INC. T/A MEGA CONCERTS (hereinafter "Promoter") and Alberto Medina Lopez (hereinafter "Collateral Provider").

RECITALS

WHEREAS, the Promoter is engaged in the business of promoting concerts and other forms of entertainment; and

WHEREAS, the Collateral Provider is a Real Estate Owner seeking to provide money to the Promoter by providing part of his real estate ownership rights for the Promoter to secure venture capital loans; and

WHEREAS, the Collateral Provider agrees to allow the Promoter to have inactive his collateral without producing capital and benefits to the Collateral Provider for twelve (12) months from the date of execution of this document without affecting the Promoter's right to keep his right to use the collateral during the term of thirty (30) years as stated in the original agreement mentioned heretofore; and

WHEREAS, this agreement may be executed by use of fax-transmittal; and

WHEREAS, venue or jurisdiction for this agreement shall be Maryland or Virginia.

Executed this 27th day of February, 2003.

Mega Froductions, Inc.

Alberto Medina Lopez

ADDENDUM TO VENTURE CAPITAL REAL ESTATE COLLATERAL AGREEMENT

This is an Addendum to the Venture Capital Real Estate Collateral Agreement, made the 30th day of December, 2002, by and between MEGA PRODUCTIONS, INC. T/A MEGA CONCERTS (hereinafter "Promoter") and Alberto Medina Lopez (hereinafter "Collateral Provider").

RECITALS

WHEREAS, the Promoter is engaged in the business of promoting concerts and other forms of entertainment; and

WHEREAS, the Collateral Provider is a Real Estate Owner seeking to provide money to the Promoter by providing part of his real estate ownership rights for the Promoter to secure venture capital loans; and

WHEREAS, the Collateral Provider and the Promoter agree to incorporate into the original agreement made on December 30th, 2002 the following:

Successors and Assigns. This agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators and successors and permitted assigns

WHEREAS, this agreement may be executed by use of fax-transmittal; and

WHEREAS, venue or jurisdiction for this agreement shall be Maryland or Virginia.

Executed this 27th day of February, 2003.

ATTINE 6

Alberto Medina Lopez

1

SATURDAY, MARCH 1, 2003

TODAY, I RECEIVED FROM MR. HURLEY
A CHECK BY THE AMOUNT OF \$1,500.00

THE 3RD PAYMENT,
TOTALIZING \$5,000



"Summary Appraisal Report"

of

The "Juan Perez" Parcel 825 Acres of Vacant Oceanfront Land State Road 187 – Kilometer Marker 10.3 –12.3 Municipality of Loiza, Puerto Rico USA

Prepared for Megaproductions, Inc.

Prepared By

Global Valuation, Inc. 3727 SE Ocean Boulevard, Suite 200 Sewall's Point, FL 34996 (772) 215-5738, Fax (772) 463-0493 www.globalvaluation.com

April 2003





ALL RIGHTS RESERVED

THIS REPORT
MAY NOT BE
RE-PRINTED IN
WHOLE OR IN
PART WITHOUT
THE EXPRESS
WRITTEN
PERMISSION OF
GLOBAL
VALUATION.

COPYRIGHT ©2000 Western Style Appraisals

International Real Estate Appraisals

Business Valuations

Machinery & Equipment Appraisals

Expert Witness Services

Due Diligence



TABLE OF CONTENTS

PREFACE

Cover Page Copyright Page Table of Contents

PART ONE - INTRODUCTION

Letter of Transmittal	1
Executive Summary	2-3
Certificate of Value	2-3
Global Valuation Introduction	
Qualifications of the Appraisers	
••	
PART TWO – PREMISES OF THE APPRAISAL	
Type of Appraisal and Report Format	4
Assumptions and Limiting Conditions	4
Purpose, Use and Intended Users of the Appraisal	6
Definition of Market Value and Terms	6
Date of Appraisal and Date of the Report	6
Property Rights Appraised	6
Scope of the Appraisal	7
Sales History of the Subject Property	7
Sales filsiory of the Subject Property	•
PART THREE – PRESENTATION OF THE DATA	
Identification of the Subject Property	8
Area Profile	10
PART FOUR – ANALYSIS OF THE DATA AND CONCLUSIONS	
Highest and Best Use Analysis	11
The Valuation Process.	13
Land Valuation	15
The Sales Comparison Approach	25
Sand Valuation	27
The Income Capitalization Approach	28
Reconciliation of Value Indications.	34
Parameters of Value Conclusions.	35
	35
Exposure Time.	





Part One Introduction

Letter of Transmittal
Executive Summary
Certificate of Value
Global Valuation Introduction
Qualifications of Appraisers





April 30, 2003

Mr. Anthony Hurley, General Manager Megaproductions, Inc. 1401 Shefford Road Baltimore, Maryland

Dear Mr. Hurley:

In accordance with our contract, I have inspected and appraised the subject property.

The subject property is briefly described as the "Juan Perez" Parcel and consists of 850 cuerdos (approximately 825 acres) of vacant land located at State Road 187, between kilometer marker 10.3 and 12.3 in the municipality of Loiza, Puerto Rico USA. The property features two kilometers of wide, white sandy beaches along the Atlantic Ocean and antique use rights which allow a wide variety of uses on the land including tourism, recreational, mining and energy uses.

Another feature is a large sand deposit on the parcel. "Islote de Juan Perez" contains over 30 million cubic meters of useable sand, which can be abstracted and sold on site. The sand is of good quality and has many uses, including construction materials and industrial uses. The sand is briefly described as: (Holecene and Pleistocene) sand, predominately composed of shell fragments cemented by calcium carbonate.

This is a Real Property (Land) and a Personal Property (Sand) Appraisal completed in accordance with The Uniform Standards of Professional Appraisal Practice (USPAP), as promulgated by the Appraisal Foundation, which is authorized by the United States Congress as the source of appraisal standards and appraiser qualifications. This letter is accompanied by an Appraisal Report prepared under the "Summary Appraisal Report" option.

The scope of the Personal Property Appraisal (Sand) is to estimate the prospective market value assuming an annual sales volume of one million cubic meters is sold, "on a wholesale basis on site." The scope of the Real Property Appraisal (Land) is to estimate the current market value "As Is."

We have completed an investigation of the local, regional and national mineral market and the real estate market. Based upon all of the information, market data consultations and analysis, it is our opinion that the subject property has a market value, as of April 30, 2003 of:

real property \$340,000,000 personal property \$110,000,000 total property \$450,000,000

Four Hundred Fifty Million Dollars (\$450,000,000)

We certify that we have no interest past or present in the subject property and that our conclusions of value are based on Internationally accepted techniques, methods and procedures. Moreover, our fee is not contingent upon a specified value conclusion. The value conclusions are subject to the Assumptions and Limiting Conditions, presented in the Appraisal Report.

Respectfully submitted,

Thomas G. Spears, ASA President & CEO

EXECUTIVE SUMMARY

Subject Property The "Juan Perez" Parcel, 850 cuerdos (825 acres) of Vacant

Oceanfront Land

Location State Road 187 between kilometer markers 10.3 and 12.3,

municipality of Loiza, Puerto Rico USA

Special Assumptions The Personal Property valuation is predicated upon

abstracting and selling one million cubic meters of sand

annually, on a wholesale basis on site.

Type of Appraisal Real Property (Land) and Personal Property (Sand)

appraisal, uniform standards of Professional Appraisal Practices (USPAP) prepared under the "Summary Appraisal

Report" option.

Property Description The subject property is briefly described as the "Juan Perez"

Parcel and consists of 850 cuerdos (approximately 825 acres) of vacant land located at State Road 187, between kilometer marker 10.3 and 12.3 in the municipality of Loiza, Puerto Rico USA. The property features two kilometers of wide, white sandy beaches along the Atlantic Ocean and antique use rights, which allow a wide variety of uses on the land including tourism, recreational, mining and energy uses. Another feature is the large sand deposit on the parcel. "Islote de Juan Perez" contains over 30 million cubic meters of useable sand, which can be abstracted and sold on site. The sand is of good quality and has many uses, including construction materials and industrial uses. The sand is briefly

described as: (Holocene and Pleistocene) sand,

predominantly composed of shell fragments cemented by calcium carbonate, generally 1 meter of less thick.

Highest and Best Use Mixed use including developing a Destination Resort

Subdivision, Water and Electricity Plants and Mining the

Sand.

Effective Date of Appraisal April 30, 2002

Interest Appraised Fee simple interest of the Real Property, the sand is personal

property.

Zoning Antique Uses Rights Doctrine Turistico – Commercial,

Recreation, Energy, Mining, etc.

Market Value Conclusions Real Property \$340,000,000

Personal Property \$110,000,000 Total Property \$450,000,000

Four Hundred Fifty Million Dollars (\$450,000,000)



CERTIFICATE OF VALUE

This Appraisal is completed in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by the appraisal Standards Board of the Appraisal Foundation, which is authorized by the United States Congress as the source of appraisal standards and appraiser qualifications. The Appraisal Report is prepared under the "Summary Appraisal Report" option.

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and is our personal, impartial, and unbiased professional analyses, opinions and conclusions.
- We have no present or prospective interest in the property that is the subject of this report, and no
 personal interest with respect to the parties involved.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation, or future employment for completing this assignment is not contingent upon the
 development or reporting of a predetermined value or direction in value that favors the causes of the
 client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a
 subsequent event directly related to the intended use of this appraisal.
- Thomas G. Spears, ASA, has made a personal inspection of the property that is the subject of this
 report. Michael G. Horton, MAI has not personally inspected the property.
- Thomas G. Spears has applied for a Temporary Practice permit, which will be issued by the Puerto Rico Board of Examiners of Real Estate Appraisers.
- No one provided significant professional assistance to the person signing this report.
- The scope of the Personal Property Appraisal (Sand) is to estimate the prospective market value assuming an annual sales volume of one million cubic meters is sold on a wholesale basis, on site. The scope of the Real Property Appraisal (Land) is to estimate the current market value "As Is."
- The subject property is briefly described as the "Juan Perez" Parcel and consists of 850 cuerdos (or approximately 825 acres) of vacant land located at State Road 187, between kilometer marker 10.3 and 12.3 in the municipality of Loiza, Puerto Rico USA. The property features two kilometers of wide, white sandy beaches along the Atlantic Ocean and antique use rights which allow a wide variety of uses on the land including tourism, recreational, mining and energy uses. Another feature is the large sand deposits on the parcel. "Islote de Juan Perez" contains over 30 million cubic meters of useable sand, which can be abstracted and sold on site. The sand is of good quality and has many uses, including construction materials and industrial uses. The sand is briefly described as: (Holecene and Pleistocene) sand, predominately composed of shell fragments cemented by calcium carbonate, generally 1 meter of less thick.



We have completed an investigation of the national, regional and local mineral market and real estate market. Based upon all of the market data, consultation research investigations and analysis, it is our opinion that the subject property has a market value, as of April 30, 2003 of:

> **Real Property** \$340,000,000 \$110,000,000 **Personal Property Total Property** \$450,000,000

FOUR HUNDRED FIFTY MILLION DOLLARS \$450,000,000

Thomas G. Spears, ASA President & CEO Michael G. Horton, MAI
State Certified General Appraiser # RZ 0001243

State Certified General Appraiser # RZ

State Certified General Appraiser # RZ 0001755





PURPOSE, USE AND INTENDED USERS OF THE APPRAISAL

The purpose of an appraisal is the stated reason and scope of an appraisal assignment, which, is established by the client. The purpose of this appraisal is to estimate the market value "As Is" of the subject Real Property (Land) and the prospective market value "As Abstracted" of the subject Personal Property (Sand). The use or function of an appraisal is the manner in which a client employs the information contained in the appraisal report. The function of this appraisal is to assist our client in obtaining financing. The intended users of this report are those who will be relying on this appraisal. Intended users other than our client are investors and lenders of Personal and Real Property.

DEFINITIONS OF MARKET VALUE AND TERMS

MARKET VALUE as defined by the Appraisal Standards Board of the Appraisal Foundation / Uniform Standards of Professional Appraisal Practice (USPAP), is the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently and knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- buyer and seller are typically motivated;
- both parties are well informed or well advised, and each acting in what they consider their own best interest;
- 3. a reasonable time is allowed for exposure in the open market;
- 4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- the price represents the normal consideration for the property sold unaffected by special
 or creative financing or sales concessions granted by anyone associated with the sale.

PROSPECTIVE MARKET VALUE a forecast of the value expected at a specific future date. In this case, the crushed stone is sold out over a seventeen-year holding period.

MARKET VALUE TERMS are the values expressed in this report are the current purchasing power of the United States Dollar.

DATE OF THE APPRAISAL AND DATE OF REPORT

April 30, 2003

PROPERTY RIGHTS APPRAISED

The valuation of real property includes both the physical real estate and the rights that one or more individuals or legal entities may hold or contemplate holding in the ownership or use of the land and improvements, special attention must be given to limitations or ownership rights, which include easements, encroachments liens, leases, and the disposition of air or subsurface rights. In this case, the property rights appraised are the Fee Simple Estate. The Personal Property is thirty- million cubic meters of sand (minerals).

Definition of Fee Simple Estate - Absolute ownership of real estate that is unencumbered by any other interest or estate and is subject only to the limitations imposed by government agencies.

Definition of Real Property - All interests, benefits, and rights inherent in the ownership of physical



real estate; the bundle of rights with which the ownership of the real estate is endowed. In some states, real property is defined by statute and is synonymous with real estate.

Definition of Real Estate - Physical land and appurtenances attached to the land, e.g., structures. An identified parcel or tract of land, including improvements, if any.

Definition of Personal Property — Identifiable portable and tangible objects that are considered by the general public to be "personal," e.g., furnishings, artwork, antiques, gems and jewelry, collectibles, machinery and equipment; all property that is not classified as real estate. (USPAP, 1992 edition) Personal property includes movable items that are not permanently affixed to, and part of, the real estate.

SCOPE OF THE APPRAISAL

The scope of this assignment is to estimate the prospective market value of the Personal Property and the current market value "As Is" of the Real Property.

General Data consists of information about trends in the social, economic, governmental, and environmental forces that affect property value. Global Valuation has gathered all the required general data necessary to estimate the value of the subject property.

Specific Data relate to the property being appraised and to the comparable properties. These data include quality, location and accessibility of the properties. We have collected verified and analyzed all the required specific data necessary to estimate the value of the subject property including specific data for the subject property and all comparable properties utilized in this analysis.

Competitive Supply and Demand Data relate to the competitive position of the property in its future market. Supply data include inventories of existing competitive properties and absorption rates. Demand data may consist of population, income employment, and survey data pertaining to potential property buyers. Global Valuation has gathered and verified all the required competitive supply and demand data necessary to estimate the value of the subject property. Internationally accepted methods of data analysis have been developed for this valuation. The most appropriate methods in this case are The Sales Comparison Approach and the Income Capitalization Approach.

The Sales Comparison Approach is most useful when a number of similar properties have recently been sold in the subject's marketplace. The subject property has been compared to several similar properties and a range in which the value indication for the subject property will fall has been developed.

The Income Capitalization Approach has been employed using a Discounted Cash Flow Analysis or Yield Capitalization. Certain assumptions are made based upon market support including a discount rate range from 11.0% to 12.0%, selling one million cubic meters of sand per year and expenses associated with abstracting the sand.

SALES HISTORY OF THE SUBJECT PROPERTY

Title to this land has been in the Alberto Medina Lopez family prior to the U. S. and Spain treaty.





Part Three Presentation of Data

Identification of the Subject Property Area Profile



IDENTIFICATION OF THE SUBJECT PROPERTY REAL PROPERTY

Description

The subject property consists of 850.00 cuerdas (825.521) acres) of vacant, land featuring two kilometers of wide white sandy beach along the Atlantic Ocean, all public services and communications at the site, and a large sand deposit identified as Islote de Juan Perez containing approximately 30 million cubic meters of useable sand.

Legal Description

Property: No. 57 recorded at page 62 Volume 2 of Loiza Registry of the Property of Carolina, Third Section Vacant land denominated "Juan Perez" located in Montenegro Ward of the Municipality of Loiza, with an area of 850.00 cuerdos of land bounded by the north with the sea; by the south, with property "Hacienda" Teodoro Chevremont; at the east, with lands of Public Property (Hacienda) and by the West Property "Hacienda" names Piñones. All located in the Commonwealth of Puerto Rico, USA.

Assessments and Taxes

According to the Carolina tax assessors department, the subject property has not been assessed for several years and is in the process of being assessed. The subject property is identified as PIN# 065-000-001-04-000.

Easements

State Road No. 187 runs through the property in an east —west direction, no other easements are indicated on the survey. Utility easements along state road 187 appear to be a safe assumption.

Soil Analysis

According to the Geologic Map of the Carolina Quadrangle, Puerto Rico prepared by Watson H. Monroe in 1977, the subject property soil consists of

Qbs	Beach Deposits (Holocene and Pleistocene)-Fine to
	medium sand on beach and coastal dunes; composed
	largely or rounded shell fragments mixed with minor
	quantities of fine quartz grains and fine grains of
	volcanic rock fragments.
Qbq	Beach Deposits (Holocene and Pleistocene)-Sand on
	beaches and abandoned beach ridges composed
	largely of fine quarts grains mixed with minor
	quantities of shell fragments and volcanic rock
	fragments.
QBR	Beach Rock (Holocene and Pleistocene)-Beach sand
	predominantly composed of shell fragments cemented
	by calcium carbonate.
Qs	Swamp deposits (Holocene and Pleistocene)-Sandy
	muck and clayey sand: some areas underlain by peat
	(Roberts and others, 1942). Much of the area now
	covered by artificial fill (af) was originally swamp
	deposit.



Site Improvements

All public services and communications are at this site along State Road 187, which runs through the property in an east-west direction. It is important to note that there are several squatters on the property who have developed small residences; this valuation does not take into consideration any dwellings on the land.

Ownership

The property is owned by Alberto Mendina Lopez.

Zoning

According to the zoning maps, the subject property is zoned Touristico –Commercial and Recreational Contemplative. A wide variety of commercial uses are allowed including resort hotels, golf courses, and recreational developments. The Juan Perez parcel is subject to an antique uses rights doctrine. The doctrine was established prior to the USA/Spain treaty and allows a wide variety of uses including tourism, recreation, mining, and energy uses. Another important right according to the doctrine is that the beachfront areas of the subject property are PRIVATE.

Size and Shape

The subject property is irregular in shape and contains a total area of 850.00 cuerdos or 825.521 acres.

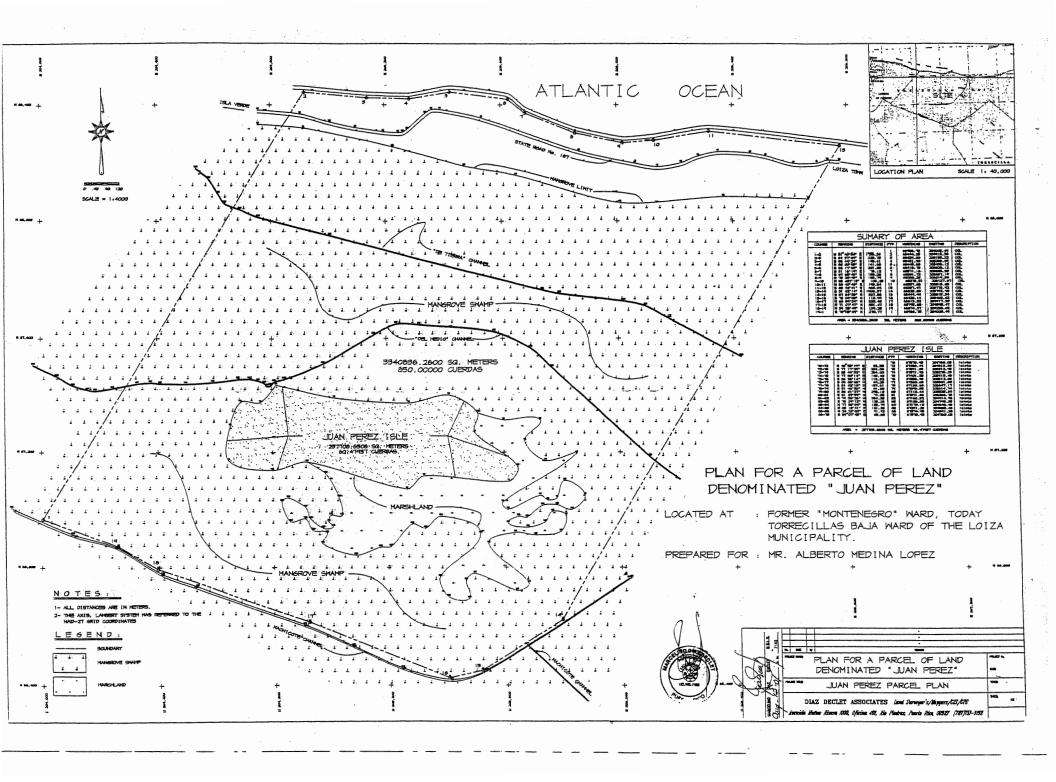
Topography

The property features two kilometers of wide white sandy beaches along the Atlantic Ocean, sand dunes appear to range from 5-10 meters. The property also features a 60.5 cuerda or 58.78 acre sand deposit, marshland and mangrove swamp area. According to the geological map of the Carolina Quadrangle 1977, most of the swamp deposits are now covered by artificial fill. Global Valuation is not qualified to estimate the amount of fill required or in fact if any fill is required. The subject property will be developed with a large complex mixed use project with resort hotels, a golf course, etc. Based on a land development of this magnitude, lakes, canals and waterways will be dredged and this material may be used as fill, etc.

Access

The subject property is easily accessible via State Road 187.





alberto252@hotmail.com

From:

"Alberto Medina López" <alberto252@hotmail.com>

To:

"MEGACONCERTS" < MEGACONCERTS@aol.com>; "Robert Pugar" < XxTopGunnerxX9@aol.com>; "Ron

Monach" <reddolphinllc@aol.com>; "Robert Bodnar" <PittPanthersSuck@aol.com>

Sent:

Friday, May 23, 2003 1:32 PM

Subject:

\$30 millions dollars loan deal secured by 826 Acres Waterfront Caribbean Paradise, Loiza Puerto Rico USA

May 23, 2003

Dear Sirs:

Pursuant the new Meecorp's term sheet signed today, the distribution of all benefits and fees from the proposed \$30 millions dollars loan will be as follow:

- \$3,000,000 payable in the same day, in the same bank (by wire or certified check) in the same act to Mr. Ronald Monach, representing Red Dolphin Enterprises LLC (his 10% lender's broker commission), that Mr. Monach will share in the same day, in the same bank (by wire or certified check) in the same act with Mr. Pugar and Mr. Bodnar;
- \$3,600,000 retained in the same day, in the same bank (by wire or certified check) in the same act in an escrow
 account to cover all possible property's taxes;
- \$4,125,000 payable in the same day, in the same bank (by wire or certified check) in the same act to Meecorp per concept of the 1st Year up front interests at 13.75%;
- \$325,000 payable in the same day, in the same bank (by wire or certified check) in the same act to Red Dolphin
 Enterprises LLC as reimbursement for the paid up front evaluation and the 1% commitment fees (the small loan);
- \$64,000 payable in the same day, in the same bank (by wire or certified check) in the same act to Red Dolphin Enterprises LLC per concept of 20% interests of such \$325,000 small loan;
- \$600,000 payable in the same day, in the same bank (by wire or certified check) in the same act to Meecorp per concept of the commitment fees balance (the other 2%)
- \$1,500,000 retained in the same day, in the same bank (by wire or certified check) in the same act in an escrow account to cover all Exit Fees (prepayment penalty).
- \$8,393,000 payable in the same day, in the same bank (by wire or certified check) in the same act to Mr. Anthony
 Hurley, representing Megaproductions, Inc.
- \$8,393,000 payable in the same day, in the same bank (by wire or certified check) in the same act to my person,
 Alberto Medina Lopez.

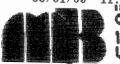
Sincerely,

Alberto Medina Owner

703-680-4369 / 868-4754

alberto252@hotmail.com

www.unlimitedinvestments.com



05/01/03 11:00 FAX 13019529583
includero biveprint u
Office Supplies 15211 Mariboro Pike Upper Mariboro, Maryland 20772

(301) 952-0800

Waldorf Office 41-D Industrial Park Dr. Waldorf, MD 20602 Phone (301) 870-7376 Fax (301) 705-5014

Lexington Park Office 21801-B Shangri-La Dr. N. Lexington Park, MD 20653 Phone (301) 866-9311 Fax (301) 866-0955

Facsimile Transmittal Sheet

Transmitted to:	
Company Nam	FRON MONCOCH
Attention	
Fax Number	DUR 455-4568
Transmitted from:	
Company Name	e <u>Marlboro Blueprint and Office Supplies Inc.</u>
Person	
Fax Number	Marlboro Office (301) 952-9583 Waldorf Office (301) 705-5016 Lexington Park Office (301) 866-0955
Date	
Number of pages being	transmitted (including cover sheet)

MEGA'S EXPENSE SHEET

James Morrison, Attorney \$ 2,850.00	
Two Trips to Puerto Rico \$ 4,000.00	

Engineer \$ 750.00

8 Extra MAI certified reports ____\$ 1,000.00

Total: \$ 58,600.00

Bal. \$11,400.00

Medina receives \$5,700.00

Mega receives \$5,700.00

MEECORP

MEECORP CAPITAL MARKETS, LLC 2115 LINWOOD AVENUE, SUITE 301 FORT LES, NJ 07024 PMONE (201) 944-9330 FAX (201) 944-9332 o-mail daniel edrei@meecorp.com

May 23, 2003

Final Revised
Letter of Interest/
Term Sheet

Mr. Anthony Hurley
Mr. Alberto Lopez Medina
Mega Productions, Inc.
C/o Ronald Monach
Red Dolphin Enterprises, LLC
1030 Delacroix Circle
Nokomis, FL 34275

Via Fax No. (208) 955-4528 Via Fax No. (410) 296-4052

Re: 530,000,000 Loan Request

Gentlemen:

Meecorp Capital Markets, LLC, affiliates, investors, assigns, or designess (collectively "Lander" or "Meecorp") is pleased to submit the following term sheet and is willing to proceed with the evaluation of the potential financing of Mega Productions, Inc. and Properties. In no way should this be contidered a firm loan commitment. Meecorp has the capacity to arrange funding for this project at the requested amount upon the receipt of acceptable collected security. Outlined below are the general terms and conditions of the proposed loan. These terms are only general guidelines, and only upon issuance of a commitment and completion of our due diligence can exact terms be determined.

This Letter of Interest/Term Sheet shall expire at the end of business, Friday, May 23, 2003.

PROPERTY:

\$26 contiguous acres of waterfront raw land located in the Road Number 187 between the kilometers 10.3 to 12.3 in the municipality of Loiza in the island of Puerto Rico. The borrower believes the current 'as-is' value of the property to be not less than \$300,000,000. Exit by permanent financing.

LOAN AMOUNT:

Meccorp would make a loan of \$30,000,000 but up to Ten Percent (10%) of the as-is appraised 180 marketing day sale value of the collateral used as security for the loan, to a cash buyer (the "180-Day Market Value"). If Borrower were to dispute the value as determined by Meccorp's appraiser, Borrower shall have the right to hire a third party appraiser, approved by Meccorp, and Meccorp would offer a loan of Ten Percent (10%) of the 180-day Market Value as determined by said appraiser, or return any portion of the paid Commitment Fee, as defined below.

TYPE:

Bridge

Mr. Anthony Hurley Mr. Alberto Lopez Medina Mega Productions, Inc. May 23, 2003 Page 2

TERM:

The Loan would be for Three (3) years with a One (1) year lockout.

AMORTIZATION:

No scheduled principal payments during the term of the loan.

INTEREST RATE: During the first year an annual interest rate of Thirteen and Three Quarters Percent (13 % %) propaid in advance, Fifteen Percent (15%) during the second year and Sixteen Percent (16%) during the third year, paid monthly

im arrears.

BORROWER:

Mega Productions, Inc., or designated entity.

COMMITMENT

FEE:

Three percent (3.9%) of the Loan Amount, earned upon acceptance of a loan commitment, payable One Percent (1 %) upon execution of the Commitment and

the balance from proceeds at closing.

EXIT FEE:

In licu of equity, an exit fee equal to Five Percent (5%) of the loan amount would be included in the Loan Amount and disbursed to Meccorp from loan proceeds.

UP FRONT

PSC PAV

If applicable, escrows at closing will be established for any requirement determined

during the due diligence period.

ADDITIONAL

COLLATERAL ITEMS

REQUIRED FOR CLOSING: Review of borrower ownership structure and principals.

Review of Property's public filings of any kind

Review of an Appraisal Report Environmental and Ensineering Reports

Loan Documentation. Coursel opinions.

Review of Borrower's Business Plans

Please recognize that although we reviewed your project and found it to be viable, this letter is neither a loan application nor a loan commitment, but merely indicates Lender's willingness to proceed with its evaluation of this potential transaction. Of course, Lender will be under no obligation to close the loan outlined in this letter until a loan commitment letter thoroughly describing our requirements for the loan is approved by Lender, signed by all parties and the outstanding contingencies met.

Upon receipt of a \$25,000 wire transfer or certified check, Meecorp would provide you with a draft of a commitment containing the terms and conditions of the loan commitment to be reviewed by you and your counsel. This Fee would be non-refundable unless the terms contained herein are not contained in the draft commitment.

We look forward to discussing the above potential transaction with you. If you have any questions, please fool free to call me at 201-944-9330.



MEGA PRODUCTIONS, INC. 12019449332 TO 14102964052

5/23/02

@ 003 P. **03/0**4

Mr. Anthony Hurley Mr. Alberto Lopez Medina Mega Productions, Inc. May 23, 2003 Page 3

If you are willing to proceed with this potential transaction on the terms outlined above and on an exclusive basis, please forward the Application fee, sign below and return the original.

THIS IS NOT A LOAN COMMITMENT

Very truly yours,

MEECORP CAPITAL MARKETS, LLC.

Daniel Edrei Director

Agreed and accepted;

MEGA PRODUCTIONS, INC.

The state of the s

Mr. Anthony Hurley, Principal

Mr. Alberto Lopez Medina, Prizicipal

Mogalei.bo

MEECORP

MEECORP WIRE INSTURCTIONS:

Account Name:

MEECORP CAPITAL GROUP
Clearing Account

Account #: 040 742 970

Wire To:

Valley National Bank
3 University Plaza
Hackensack, New Jersey 07601

ABA #: 021 201 383

Phone #: 201 488-4948

2115 LINWOOD AVENUE, FORT LEE, NJ 07024 PHONE (201) 944-9330 FAX (201) 944-9332 E-MAIL minsipal@meecorp.com

Exhibit G / 2011 Title Abstract provided by the company Luis Reyes Vazquez & Associates, located then at Condominio El Centro II Office 254 San Juan PR 00918 Tel (787) 753-1011 Fax (787) 758-4445 & (787) 274-1519 Email lrvtitle@prtc.net.

\$3,500,000.00 PERSONAL PROPERTY 370 / OTHER FRAUD 28 U.S.C. § 1332 DIVERSITY-FRAUD 26 U.S.C. 7434 (WRONGLY STATED AS 3474) - 28

1683 85-320/560 BPWNCH 8/828	S / C / C Second DOLLARS & Beautiful Book of the Control of the Co	Haleh.
INTERNATIONAL INVESTMENTS INC. 1401 SHEFFORD RO. BALTIMORE, MD 21239	PAY TO THE Alberto Medina Lopez ORDER OF LAN HOUSAND and Pollo	WACHOVIA Wachovia Bank, N.A. Wachovia Bank, N.

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "ONE WORLD CORPORATION", FILED IN THIS OFFICE ON THE THIRD DAY OF MAY, A.D. 2007, AT 10:19 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE SUSSEX COUNTY RECORDER OF DEEDS.

070513511



Darriet Smith Hindson Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5646278

DATE: 05-03-07

SOLICITOR: LCDO. WILFREDO PICORELLI **REGISTRY: CAROLINA III**

The undersigned **CERTIFIES**:

FIRST: That he has examined all the records of the Registry of Property in relation to the description, title and encumbrances of the Property describe as follows: (As it appears in the Spanish Language)

-----RUSTICA: Estancia denominada "Juan Pérez", sita en el Barrio de Montenegro de la Jurisdicción de Loíza, compuesta de 850 cuerdas de terreno. Colindante al NORTE, con el mar, por el SUR, con la Hacienda de Don Teodoro Chevremont; por el ESTE, con terrenos de la Hacienda Pública; y por el OESTE, con la Hacienda denominada Piñones.

SECOND: That title to the property is in the name of:

ALBERTO MEDINA LOPEZ, SINGLE

THIRD: That according to such records, the title of this property is fee simple and acquired as follows:

-----Acquired this property by reversion of title of Pedro Malave Encarnación, single, by civil fee simple, constituted of this property owned by Mr. Medina López, property valued at \$30,000.00, as per Deed No. 67, executed in Ponce, Puerto Rico, on July 12, 2001, before Notary Public Raúl Rivera López, and of adherence deed #68, executed in San Juan, Puerto Rico, on July 12, 2001, before Notary Public Raúl Rivera López, recorded on page #65 of volume #2 of Loíza, property number 57, 8th an last inscription.

FOURTH: That the property is affected by the following liens and encumbrances:

- ---Mortgage over a house of two stories located in a farm located at the party of Loíza and Torrecillas Ward, named Montegrande, composed of 700 "cuerdas" of land, in favor of Convento de Nuestro Padre Juan Francisco (as its appears in the Registry), in the principal amount of \$1,000.00, as request signed by Manuel Díaz Canija, General Collector of Vacant, dated on September 18, 1895, recorded at page #62, of volume #2 of Loíza, property number 57, 2nd. Inscription.
- -----Mortgage in favor of "Venerable Orden Tercera de San Francisco", in the principal amount of \$1,000.00, with interest at the rate of 5% per annum, as request signed by Manuel Díaz Canija, General Collector of Vacant, dated on September 18, 1895, recorded at page #62 overleaf of volume #2 of Loíza, property number 57, 3rd. inscription.
- ----PRESENTED AT ENTRY #1124 OF BOOK #220, on August 27, 2004, Deed No. 64, executed in Carolina, Puerto Rico, on August 16, 2005, before Notary Public Jorge R. Díaz Aquino, in which appears Héctor Antonio Colón Berriel, single, to record officially document executed in Maryland, on July 28, 2004, in which Alberto Medina López, single, sale a 50% of this property in favor of Anthony Edwin Hurley and his wife Mary Hicklin-Hurley, for the amount of \$295,000.00. PENDING OF THE REGISTRARS QUALIFICATION AND DISPATCH.
- ----PRESENTED AT ENTRY #721 OF BOOK #227, on October 18, 2005, Deed No. 67, executed in Carolina, Puerto Rico, on October 14, 2005, before Notary Public Annette Rivero Marín, in which appears Héctor Antonio Colón Berriel, single, and give document to record officially were appears Alberto Medina López, single, sale his share equivalent to a 50% of this property in favor of International Investments (Holdings) L.T.D., for the amount of \$295,000.00. PENDING OF THE REGISTRARS QUALIFICATION AND DISPATCH.
- -----PRESENTED AT ENTRY #722 OF BOOK #227, on October 18, 2005, Deed No. 68, executed in Carolina, Puerto Rico, on October 14, 2005, before Notary Public Annette Rivero Marín, in which appears Héctor Antonio Colón Berriel, single, and give document to record officially were appears, Anthony Edwin Hurley and his wife Mary Hicklin-Hurley sale there share equivalent to a 50% of this property in favor of Diversified Investments (Holdings) L.T.D., for the amount of \$295,000.00. PENDING OF THE REGISTRARS QUALIFICATION AND DISPATCH.

PAGE 2 PROPERTY #57

-----PRESENTED AT ENTRY 884 OF BOOK 228, on December 23, 2005, Instance dated on December 19, 2000, expedite by Héctor A. Colón Birriel, oat and undersigned on same date, by affidavit #42343, before Notary Public Juan Masa Díaz, in which request the cancellation of the mortgage of \$1,000.00 that affects this property as the 2nd inscription. PENDING OF THE REGISTRARS QUALIFICATION AND DISPATCH.

-----PRESENTED AT ENTRY 917 OF BOOK 228, on December 23, 2005, Instance dated on December 19, 2000, by affidavit #42343, before Notary Public Juan Masa Díaz, in which request the cancellation of the mortgage of \$1,000.00 that affects this property. PENDING OF THE REGISTRARS QUALIFICATION AND DISPATCH. THIS DOCUMENT WAS PRESENTED BY FAX WITH OUT BEEN CONSOLIDATED.

-----PRESENTED AT ENTRY 1003 OF BOOK 228, on December 28, 2005, Instance dated on December 28, 2005, expedite by Héctor A. Colón Birriel, oat and undersigned on same date, by affidavit #2205, before Notary Public Ramón Díaz Gomez, in which appears International Investments (Holdings) L.T.D. as owner of a condominium equivalent to a 50% of this property and request the cancellation by extinguishment of:

- A. Census in the amount of \$1,000.00 in favor of "La Venerable Orden Tercera de San Francisco"
- B. Census in the amount of \$1,000.00 of a 5% in favor of "La Venerable Orden Terecera de San Francisco"
- C. Mortgage in the amount of \$2,000.00 escudos" in favor of Don Joaquin
- D. Attachment by the First Instance Judge of San Francisco District (amount unknown)

PENDING OF THE REGISTRARS QUALIFICATION AND DISPATCH.

----PRESENTED AT ENTRY 78 OF BOOK 236, on July 18, 2007, Deed No. 3, executed in Carolina, Puerto Rico, on July 10, 2007, before Notary Public Edgardo Oyola Torres, in which appears Diversified Investments (Holdings) L.T.D., represented by Michel Gene Daniel and sale al 50% "indivisa" of this property in favor of One World Corporation, for the amount of \$295,000.00. PENDING OF THE REGISTRARS QUALIFICATION AND DISPATCH.

Notes: Information taken by the book of operations found daily operations lost.

OBSERVATION: All documents has been recorded by the Law #216, on December 27, 2010, effective on February 10, 2011.

OBSERVATION: As the first inscription, this property is affected by its origin in two census for the amount of \$1,000.00 each one in favor of the venerable third order of San Francisco of this City and if it constituted this liens with the Condition of Not to Sale neither lien in any matter with out the knowledge and approval of the religious community, punishment of nullity as it the domain is limited was only imposed to there owner, Mr. Francisco Antonio Franco. There is no record that the sales done have been approving accordingly. Also is affect at its origin by attachment (doesn't express the amount). This information is on its first inscription but it can't be verified because this book is damage and impossible to read this data is from the past century.

LIEN BY ITS ORIGIN: Census in the amount of \$1,000.00 "pesos", in a 5% per annum in favor of "La Venerable Orden Tercera de San Francisco" of this known city in the presented title in \$250.00 "pesos" more by due credits on said capital, filed at page #287, #944 on book 11 ancient and it is constituted as at encumbrance with the condition of not to Sale, and if it encumber with any consent and conviction of Religious Community, nullity penalty as this limitation of fee simple was imposed by its owner Don Francisco Antonio Franco, with out it concern the sale done by its self to this condition and their successors it had this said condition and for last been the legal representative in favor of the liberty of the properties it doesn't apply such clause, or any stopping for this inscription. Other Census in the amount of \$1,000.00 "pesos" of Capital of a 50% per annum in favor f the "Venerable Orden Tercera de San Francisco" of this capital, filed at page #287, number #955 of ancient book, it could be the same lien express before, because is filed on a different page, it will be granted until it be Clearfield if both amount are or not a encumbers. A mortgage, for the amount of \$2,000.00 "escudos", in an interest of 1 ½ % per month in favor of Don Joaquin, filed on page #48 overleaf, #104 of book 20 ancient. An attachment by the First Instance Judge of San Francisco District of the City, unknown amount, filed at page #70, #144 of ancient book, with out the knowledge of any other obligation known for this property.

PAGE 3 PROPERTY #57

EASEMENTS: Free

RESTRICTIVE COVENANTS: Free

REVISED: Attachments, Judgements, Federal Tax, no inscription found, Daily Log Book, and Registry of Attachments Commonwealth of Puerto Rico – Law #12, no other documents found up in the Electronic and Agora System, **on** November 17, 2011.

OBSERVATION: This section of the Registry has established a computer system operation. This office is NOT responsible for the error and omission that commit the Registry employee in the entrance and search of documents said data.

LUIS REYES VAZQUEZ & ASSOCIATES

GP/lsv/MRR/msh/lsv/GP/lsv/ybp

condicionado para darle cubierta por algún error u omisión cometido, exclusivamente para nuestro cliente, quien es el solicitante arriba indicado. Si este documento es utilizado por algún Agente, Agencia o Compañía de Seguros para expedir pólizas que no sean suscritas por el suscribiente, lo hacen bajo su propio riesgo y responsabilidad.



SAINT VINCENT AND THE GRENADINES **INTERNATIONAL BUSINESS COMPANIES ACT, 1996**

Section 12

Certificate of Incorporation

ONE WORLD INVESTMENT MANAGEMENT CORPORATION

NAME OF INTERNATIONAL BUSINESS COMPANY

12674 IBC 2005

INTERNATIONAL BUSINESS COMPANY NUMBER

I HEREBY CERTIFY THAT THE ABOVE-MENTIONED INTERNATIONAL BUSINESS COMPANY, THE ARTICLES OF INCORPORATION OF WHICH ARE ATTACHED HERETO, WAS INCORPORATED UNDER THE INTERNATIONAL BUSINESS COMPANIES ACT, 1996 ON

25th August, 2005

DATE OF INCORPORATION



ONE WORLD INVESTMENT MANAGEMENT CORPORATION.

ORGANIZATIONAL MINUTES OF THE FIRST MEETING OF THE DIRECTORS IN TERMS OF THE COMPANY'S ARTICLES OF INCORPORATION.

PRESENT

Robert Thomas Taylor

(Chairman)

Michael Gene Daniel

(Secretary)

QUORUM

A quorum being present, the Chairman declared the meeting

duly constituted.

STATUTORY MATTERS:

It was noted:

- that the Company had been incorporated in Saint Vincent and the Grenadines as an International Business Company on the 25th August 2005 as company number 12674 IBC 2005.
- 2. that in accordance with Section 30(1) of the International Business Companies Act 1996 and of the Articles of Incorporation, the subscriber to the Articles of Incorporation had appointed (1) Robert Thomas Taylor and (2) Michael Gene Daniel as the first Directors of the Company.
- 3. that the Registered Office of the Company will be Suite 104, 97B Granby Street, P.O. Box 1639, Kingstown, St. Vincent, West Indies.
- 4. that DENNINGS (TRUSTEES) LIMITED, Suite 104, 97B Granby Street, P.O. Box 1639, Kingstown, St. Vincent, West Indies is the registered agent of the company.

It was resolved the:

- 1. in accordance with the Articles of Incorporation, the authorized capital of the Company of US\$50000 and is made up of one class of shares divided into 50,000 Class A Ordinary Voting Shares each with a par value of US\$1.
- 2. subscriptions had been received for 50,000 Class A Ordinary Voting Shares in the capital of the Company to be issued and the subscribers had requested that the said shares be issued as follows:

Certificate	Name	Number of Shares
Number		
-1-	Alberto Medina Lopez	25,000 Class A Ordinary Voting Shares
-2-	Anthony Emund Hurley	12,500 Class A Ordinary Voting Shares
-3-	Mary Elizabeth Hicklin	12,500 Class A Ordinary Voting Shares

3.	the seal, an impression of which is affixed hereto, be and hereby is adopted as the
	common seal of the Company and signed by the Chairman.

Signed this 26th day	of August, 2005	Chairman



SAINT VINCENT AND THE GRENADINES **INTERNATIONAL BUSINESS COMPANIES ACT, 1996**

Section 12

Certificate of Incorporation

INTERNATIONAL INVESTMENTS (HOLDINGS) LTD

NAME OF INTERNATIONAL BUSINESS COMPANY

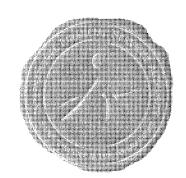
12672 IBC 2005

INTERNATIONAL BUSINESS COMPANY NUMBER

I HEREBY CERTIFY THAT THE ABOVE-MENTIONED INTERNATIONAL BUSINESS COMPANY, THE ARTICLES OF INCORPORATION OF WHICH ARE ATTACHED HERETO, WAS INCORPORATED UNDER THE INTERNATIONAL BUSINESS COMPANIES ACT, 1996 ON

25th August, 2005

DATE OF INCORPORATION





ST VINCENT AND THE GRENADINES

INTERNATIONAL BUSINESS COMPANIES ACT 1996

COMPANY LIMITED BY SHARES

ARTICLES OF INCORPORATION

Of

INTERNATIONAL INVESTMENTS (HOLDINGS) LTD

12672 IBC 2005

Incorporated on: 25th August 2005

Registered Agent and Office:
DENNINGS (TRUSTEES) LIMITED
P O BOX 1639
KINGSTOWN
ST VINCENT & THE GRENADINES

Tel: +1 784 451 2645 Fax: +1 784 485 6591

E-mail: <u>dennings@vincysurf.com</u>
Web: <u>www.stvincentoffshore.net</u>

INTERNATIONAL INVESTMENTS (HOLDINGS) LTD.

ORGANIZATIONAL MINUTES OF THE FIRST MEETING OF THE DIRECTORS IN TERMS OF THE COMPANY'S ARTICLES OF INCORPORATION.

PRESENT Robert Thomas Taylor (Chairman)

Michael Gene Daniel (Secretary)

QUORUM A quorum being present, the Chairman declared the meeting

duly constituted.

STATUTORY MATTERS:

It was noted:

- that the Company had been incorporated in Saint Vincent and the Grenadines as an International Business Company on the 25th August 2005 as company number 12672 IBC 2005.
- 2. that in accordance with Section 30(1) of the International Business Companies Act 1996 and of the Articles of Incorporation, the subscriber to the Articles of Incorporation had appointed (1) Robert Thomas Taylor and (2) Michael Gene Daniel as the first Directors of the Company.
- 3. that the Registered Office of the Company will be Suite 104, 97B Granby Street, P.O. Box 1639, Kingstown, St. Vincent, West Indies.
- 4. that DENNINGS (TRUSTEES) LIMITED, Suite 104, 97B Granby Street, P.O. Box 1639, Kingstown, St. Vincent, West Indies is the registered agent of the company.

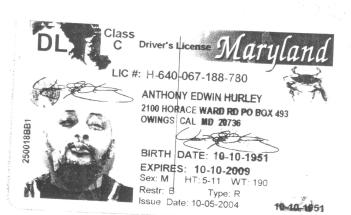
It was resolved the:

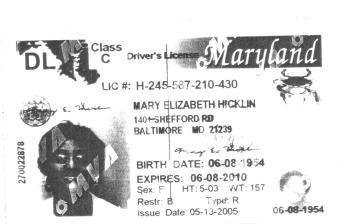
- in accordance with the Articles of Incorporation, the authorized capital of the Company of US\$50 million and is made up of two classes of shares divided into 2,550,000 Class A Ordinary Voting Shares and 2,450,000 Class B 10% Cumulative Preference shares. All shares have a par value of US\$10.
- 2. subscriptions had been received for 2,550,000 Class A Ordinary Voting Shares in the capital of the Company to be issued and the subscribers had requested that the said shares be issued as follows:

Certificate	Name	Number of Shares		
Number				
-1-	ONE WORLD INVESTMENT MANAGEMENT CORPORATION	2,550,000 Class A Ordinary Voting Shares		

3.	the seal, an impression of which is affixed hereto, be and hereby is adopted as the
	common seal of the Company and signed by the Chairman.

Signed this 26th day of August, 2005 _____ Chairman











6601 Ritchie Highway, N.E. Glen Burnie, MD 21062

D540603275447 DRIVER LICENSE / SOUNDEX NO.

04/11/05 DATE

MICHAEL GENE DANIEL 9900 HOPE ACRES ROAD WHITE PLAINS MD 20695

PURCHASE AND SALE OF A FIFTY PERCENT
In the City of Balhmin , Manyland , United
States of America, on the 23rd day of September,
2005
NOW APPEAR
AS PARTY OF THE FIRST PART: ALBERTO MEDINA
LOPEZ (Social Security Number 583-29-1032), of legal age,
single, property owner and resident of Bayamón, Puerto Rico,
temporarily living at BALTIMORE, MARYAND, United States of
America, hereinafter, "The Seller"
AS PARTY OF THE SECOND PART: INTERNATIONAL
INVESTMENTS (Holdings) L.T.D., a company registered at
Saint Vincent and The Grenadines, represented here by MR.
ROBERT THOMAS TAYLOR, Social Security Number 230-66-
5928, of legal age, married, Executive and resident of St. Vincent
and The Grenadines, who is authorized for such representation as
per a Resolution dated , signed and
sealed by Robert Thomas Taylor as sole representative of the
Company, a certified copy of which is annexed herewith,
hereinafter, "The Buyer"
STATE
FIRST: The "Seller" is the owner in fee simple absolute title
("pleno dominio") of a fifty percent (50%) condominium in the
real property described in Spanish as follows:

Am.L

---RUSTICA: Estancia denominada "Juan Pérez", sita en el Barrio la jurisdicción de Loíza, compuesta de Montenegro de Ochocientos Cincuenta Cuerdas (850 c) de terreno. Colindante al Norte, con el mar; por el Sur, con la Hacienda de Don Teodoro Chevremont; por el Este, con terrenos de Hacienda Pública; y por el Oeste, con la Hacienda denominada Piñones."--------Consta inscrita al folio sesenta y cinco (65) del tomo dos (2) de Loíza, Registro de la Propiedad de Carolina, Sección Tercera, finca número cincuenta y siete (57), inscripción octava y última.---------TITLE--------SECOND: The "seller" acquired his title in the described property by virtue of reversion of title from Pedro Malavé Encarnación, as per deed number sixty seven (67) dated July twelve (12), two thousand one (2001) at Ponce, Puerto Rico before Notary Public Raúl Rivera López.-------On the twenty eight (28th) of July, two thousand four (2004), the Seller sold a fifty percent (50%) condominium to Anthony Edwin Hurley and his wife Mary Hicklin Hurley.-------- The property is charged with a mortgage in guarantee of the principal sum of One Thousand Dollars (\$1,000.00) over a two story house in favor of "Convento de Nuestro Padre Juan Francisco" and with another mortgage in guarantee of the principal sum of One Thousand Dollars (\$1,000.00) in favor of the "Venerable Orden Tercera de San Francisco" with interest at five percent (5%). On both of these mortgages has expired the statue of limitation for foreclosure purposes and a petition to cancel them is being presented to the Property Register.---------PURCHASE AND SALE--------THIRD: Having previously agreed thereon, the "Seller" hereby

AML

appurtenant rights, privileges and improvements, under the following terms and conditions:-------One: The purchase price for the condominium is the amount of Two Hundred Ninety Five Thousand Dollars (\$295,000.00) which amount "Seller" acknowledges having received before this date to his entire satisfaction and for which amount "Seller" issues "Buyer" a most formal receipt.-----Property taxes and assessments on the Property ---Two: corresponding to any period up to and including the date of execution of this document shall be for the account of "Seller", those corresponding to any period thereafter shall be for the account of "Buyer" and "Seller" as per their corresponding condominiums.-----FOURTH: The parties has been advised that from the date of the preparation of the title search done by Luis Reyes Vázquez &

Associates, their may have been presented, and may be presented

up to the time that this document is filed in the Registry of the

Property, documents that may affect or alter the title and/or

encumbrances of the property. The parties, aware of these

possibilities and risks, agree to execute this instrument on this

date, and the "Seller" agree to indemnify the "Buyer" in the event

of any such occurrence that may affect the title hereby transferred

to the "Buyer" or the recording of said title with any liens and/or

sells, transfers and conveys a condominium of his fifty percent

(50%) or one half of the property unto the "Buyer", with all its

AML RS.2 located in a flood zone, and in a restricted and protected area of marshland and mangrove and then any owner and occupant of said Property, whether present or future, is bound by law to observe and comply with all requirements and provisions of the regulations applicable to zones susceptible to flooding and development or constructions in those zone, under advice that the failure to comply with said regulations may result in legal action pursuant to the provisions of Section Three (3) of Act Eleven (11) of March eighth (8th), nineteen hundred eighty eight (1988), Title Twenty Three (23) of the Laws of Puerto Rico Annotated, Section Two Hundred Twenty Five parenthesis 'g' [225 (g)] or other applicable laws and rules. The appearing parties acknowledge having been duly advised of this requisite and they bind

encumbrances other than the ones hereby related which liens

(mortgages) the "Buyer" accept to pay (if necessary) or confront.--

---FIFTH: The appearing parties are aware that the Property is

AML.

themselves to the strict compliance in the event said provisions are

applicable.----

SEVENTH: The parties has been advised that it is their duty to
visit the Center for the Collection of Municipal Income
(CENTRO DE RECAUDACIONES DE INGRESOS MUNICIPALES) or
CRIM (for its acronym in Spanish) and file the petition that is
required so that the Property acquired, by this deed be registered
there for tax purposes so that they can benefits of any exemption
applicable
ACCEPTANCE AND EXECUTION
The appearing parties accept this document as drafted and
confirm that the same has been drawn in accordance with their
instructions and wishes and that the same includes their
agreements
At UPPER MARLBORD, MARYLAND , United States of
America, this 23 RD day of SEPTEMBER, 2005.
Pet AM 1. 9/23/5
ALBERTO MEDINA LOPEZ
ALBERTO MEDINA LOPEZ Poblet Daylor 9/23/05
Robert Daylor 9/23/05 INTERNATIONAL INVESTMENT (HOLDINGS) LID
Robert 9 Daylor 9/23/05
Robert Daylor 9/23/05 INTERNATIONAL INVESTMENT (HOLDINGS) LID

ANN MICHELE JENKINS
NOTARY PUBLIC STATE OF MARYLAND
Mi commission expire on My Commission Expires June 16, 2008

NOTARY PUBLIC

CERTIFICATE OF CORPORATE RESOLUTION

INTERNATIONAL INVESTMENTS (HOLDINGS) LTD

I, Roll	hert Thomas 56	Taylor and resider	(Social at of	Security N	Jumber and	230 - The	:66-5928) Genadines of
West Indies, as	sole respon	sible official	of INTE	RNATIO	NAL	INVE	ESTMENTS
(Holdings) LT	TD, a company	registered at Sa	iint Vincer	it and the	Grenad	lines.	

CERTIFY: On the 23rd day of September , 2005, in an extraordinary meeting of the Company, it was approve the following:

RESOLUTION

"To authorize Mr. Robert Thomas Taylor to represent the Company in the purchase for the price and conditions he decides in favor of the Company the real state described in Spanish as follows:

---"RUSTICA: Estancia denominada "Juan Pérez", sita en el Barrio Montenegro de la jurisdicción de Loíza, compuesta de Ochocientos Cincuenta Cuerdas (850.00 c) de terreno. Colindante al Norte, con el mar; por el Sur, con la Hacienda de Don Teodoro Chevremont; por el Este, con terrenos de Hacienda Pública; y por el Oeste, con la Hacienda denominada Piñones."

---Consta inscrita al folio sesenta y cinco (65) del tomo dos (2) de Loíza, Registro de la Propiedad de Carolina, Sección Tercera, finca número cincuenta y siete (57), inscripción octava y última.

This authorization includes the signing of all the documents neccesary for purchase according to any applicable law, to pay the price and expenses of such transaction.

In witness whereof, I issue the present under my signature and seal of the Company.

At Upper Marions, United States of America, this 23 day of September 2005

INTERNATIONAL INVESTMENTS (HOLDINGS) LTD

D.v.

Sworn and subscribed before me a Notary Public, this

Jara

day of

september, 2005.

(scal)

NOTARY PUBLIC

ANN MICHELE JENKINS
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires June 16, 2008

STATE OF MARYLAND, Prince George's County, Sct.

I, Rosalyn E. Pugh, Clerk of the Circ	cuit Court for Prince George's County,
A 1 1 of manard do haraby car	tifuthat Ann Michala Ionkina
as a commissioned/appointed and qualification on the	Notary, Prince George's County, MD 2004
	to set my hand and affixed the seal of the Court , 2005 .
E Page 1	
The Court of the C	Clerk of the Circuit Court for
	Prince George's County, Maryland

STATE OF MARYLAND, Prince George's County, Sct.

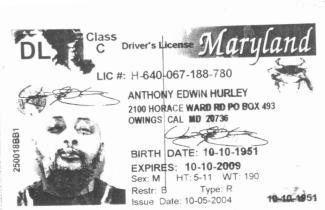
I, Rosalyn E. Pugh, Clerk of the Circuit Court for Prince George's County,
Maryland, a court of record, do hereby certify that Ann Michele Jenkins

Was a commissioned/appointed and qualified Notary, Prince George's County, MD

mencing on the 30thday of June , 2004 .

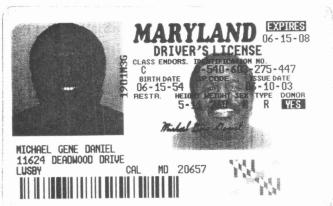
timony Whereof, I have hereunto set my hand and affixed the seal of the Court day of September 23 _______, 2005 ___.

Clerk of the Circuit Court for Prince George's County, Maryland











6601 Ritchie Highway, N.E. Glen Burnie, MD 21062

D540603275447

DRIVER LICENSE / SOUNDEX NO.

04/11/05

DATE

MICHAEL GENE DANIEL 9900 HOPE ACRES ROAD WHITE PLAINS MD 20695

PURCHASE AND SALE OF A FIFTY PERCENT
In the City of Baltimore, Maryland, United
States of America, on the 23rd day of September,
2005
NOW APPEAR
AS PARTY OF THE FIRST PART: ANTHONY EDWIN
HURLEY (no second surname) (Social Security Number 214-48-
7682) and his wife MARY HICKLIN-HURLEY (Social Security
Number 213-60-6669), both of legal age, married, property owners
and residents of Baltimore, Maryland, United States of America,
hereinafter, "The Sellers"
AS PARTY OF THE SECOND PART: DIVERSIFIED
INVESTMENTS (Holdings) L.T.D, a company registered at Saint
Vincent and The Grenadines, represented here by MR.
MICHAEL GENE DANIEL (Social Security Number 063-52-
4412), of legal age, married, Executive and resident of St. Vincent
and The Grenadines, who is authorized for such representation as
per a Resolution dated
signed and sealed by Michael Gene Daniels as sole representative
of the Company, a certified copy of which is annexed herewith,
hereinafter, "The Buyer"
STATE
FIRST: The "Sellers" are the owners in fee simple absolute title
("pleno dominio") of a fifty percent (50%) condominium in the
real property described in Spanish as follows:

myd

---RUSTICA: Estancia denominada "Juan Pérez", sita en el Barrio Montenegro de la jurisdicción de Loíza, compuesta de Ochocientos Cincuenta Cuerdas (850 c) de terreno. Colindante al Norte, con el mar; por el Sur, con la Hacienda de Don Teodoro Chevremont; por el Este, con terrenos de Hacienda Pública; y por el Oeste, con la Hacienda denominada Piñones."--------Consta inscrita al folio sesenta y cinco (65) del tomo dos (2) de Loíza, Registro de la Propiedad de Carolina, Sección Tercera, finca número cincuenta y siete (57), inscripción octava y última.---------TITLE--------SECOND: The "Sellers" acquired his title in the described property by virtue of a purchase from Alberto Medina López dated July twenty eighth (28th), two thousand and four (2004).------- The property is charged with a mortgage in guarantee of the principal sum of One Thousand Dollars (\$1,000.00) over a two story house in favor of "Convento de Nuestro Padre Juan Francisco" and with another mortgage in guarantee of the principal sum of One Thousand Dollars (\$1,000.00) in favor of the "Venerable Orden Tercera de San Francisco" with interest at five percent (5%). On both of these mortgages has expired the statue of limitation for foreclosure purposes and a petition to cancel them is being presented to the Property Register.--------PURCHASE AND SALE-------THIRD: Having previously agreed thereon, the "Sellers" hereby sells, transfers and conveys a condominium of their fifty percent (50%) or one half of the property unto the "Buyer", with all its appurtenant rights, privileges and improvements, under the following terms and conditions:-------One: The purchase price for the condominium is the amount

Myd

of Two Hundred Ninety Five Thousand Dollars (\$295,000.00), which amount "Sellers" acknowledges having received before this date to his entire satisfaction and for which amount "Sellers" issues "Buyer" a most formal receipt.-----Property taxes and assessments on the Property corresponding to any period up to and including the date of execution of this document shall be for the account of "Sellers", those corresponding to any period thereafter shall be for the account of "Buyer" and "Sellers" as per their corresponding condominiums.-----FOURTH: The parties has been advised that from the date of the preparation of the title search done by Luis Reyes Vázquez & Associates, there may have been presented, and may be presented up to the time that this document is filed in the Registry of the Property, documents that may affect or alter the title and/or encumbrances of the property. The parties, aware of these possibilities and risks, agree to execute this instrument on this date, and the "Sellers" agree to indemnify the "Buyer" in the event of any such occurrence that may affect the title hereby transferred to the "Buyer" or the recording of said title with any liens and/or encumbrances other than the ones hereby related which liens (mortgages) the "Buyer" accept to pay (if necessary) or confront.-----FIFTH: The appearing parties are aware that the Property is located in a flood zone, and in a restricted and protected area of marshland and mangrove and then any owner and occupant of

myd

said Property, whether present or future, is bound by law to observe and comply with all requirements and provisions of the regulations applicable to zones susceptible to flooding and development or constructions in those zone, under advice that the failure to comply with said regulations may result in legal action pursuant to the provisions of Section Three (3) of Act Eleven (11) of March eighth (8th), nineteen hundred eighty eight (1988), Title Twenty Three (23) of the Laws of Puerto Rico Annotated, Section Two Hundred Twenty Five parenthesis 'g'. [225 (g)] or other applicable laws and rules. The appearing parties acknowledge having been duly advised of this requisite and they bind themselves to the strict compliance in the event said provisions are applicable.-------SIXTH: In compliance with the laws of Puerto Rico the "Buyer" recognized that they has been duly advised that they are only acquiring an undivided portion of all the estate and not a certain and segregated part, that no agreement of division of a real

---SEVENTH: The parties has been advised that it is their duty to visit the CENTER FOR THE COLLECTION OF MUNICIPAL INCOME (CENTRO DE RECAUDACIONES DE INGRESOS MUNICIPALES) or CRIM (for its acronym in Spanish) and file the petition that is required so that the Property acquired, by this deed be registered

myl

there for tax purposes so that they can benefits of any exemption
applicable
ACCEPTANCE AND EXECUTION
The appearing parties accept this document as drafted and
confirm that the same has been drawn in accordance with their
instructions and wishes and that the same includes their
agreements
At Upper Manhow, Maryland, United States of
America, this 23rd day of Systember, 2005.
ANTHONY EDWIN HURLEY
Mary Hicklin-Hurley
Misked 9. Doniel 9/23/05 DIVERSIFIED INVESTMENTS (HOLDINGS) LTD Represented by: MICHAEL GENE DANIEL
Sign and sworn to before me, a Notary Public, this B'day of September, 2005.
(in Alichele XIII)
NOTARY PUBLIC

ANN MICHELE JENKINS
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires June 16, 2008

CERTIFICATE OF CORPORATE RESOLUTION

DIVERSIFIED INVESTMENTS (HOLDINGS) LTD

I. Michael Gene	Daniel (Social Seçus	rity Number (63-52-4412) Lent and the Grenadies
of legal age, 51	and resident of St. Vine	ent and the orenactes
, as sole responsibl	e official of DIVERSIFIED	INVESTMENTS (Holdings)

LTD, a company registered at Saint Vincent and the Grenadines.

CERTIFY: On the Gard day of September , 2005, in an extraordinary meeting of the Company, it was approve the following:

RESOLUTION

"To authorize Mr. Michael Gene Daniels to represent the Company in the purchase for the price and conditions he decides in favor of the Company the real state described in Spanish as follows:

---"RUSTICA: Estancia denominada "Juan Pérez", sita en el Barrio Montenegro de la jurisdicción de Loíza, compuesta de Ochocientos Cincuenta Cuerdas (850.00 c) de terreno. Colindante al Norte, con el mar; por el Sur, con la Hacienda de Don Teodoro Chevremont; por el Este, con terrenos de Hacienda Pública; y por el Oeste, con la Hacienda denominada Piñones."

---Consta inscrita al folio sesenta y cinco (65) del tomo dos (2) de Loíza, Registro de la Propiedad de Carolina, Sección Tercera, finca número cincuenta y siete (57), inscripción octava y última.

This authorization includes the signing of all the documents neccesary for purchase according to any applicable law, to pay the price and expenses of such transaction.

In witness whereof, I issue the present under my signature and seal of the Company.

At upper Marino, United States of America, this 23 day of SEPTEMBER, 2005.

DIVERSIFIED INVESTMENTS (HOLDINGS) LTD

(seal)

Michael D. Daniel 9/23/05 By:

Sworn and subscribed before me a Notary Public, this

93, a

day of

September, 2005.

NOTARY PUBLIC

ANN MICHELE JENKINS
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires have 1008

ANN MICHELE JENKINS NOTARY PUBLIC STATE OF MARYLAND My Commission Expires June 16, 2008

STATE OF MARYLAND, Prince George's County, Sct.

I, Rosalyn E. Pugh, Clerk of the Circuit Court for Prince George's County,
Maryland, a court of record, do hereby certify that Ann Michele Jenkins
was a commissioned/appointed and qualified Notary, Prince George's County, MD
hencing on the 30th day of June , 2004

imony Whereof, I have hereunto set my hand and affixed the seal of the Court day of September 23 , 2005

Clerk of the Circuit Court for Prince George's County, Maryland

STATE OF MARYLAND, Prince George's County, Sct.

I, Rosalyn E. Pugh, Clerk of the Circuit Court for Prince George's County,
Maryland, a court of record, do hereby certify that Ann Michele Jenkins

was a commissioned/appointed and qualified Notary, Prince George's County, MD

encing on the 30th day of June ______, 2004 _____.

day of September 23 , 2005.

Clerk of the Circuit Court for Prince George's County, Maryland

)

GMAC REAL ESTATE

Alberto Medina Lopez 4911 Sogar Maple Lane Dumfries VA 22026

Dear Mr. Lopez,

Your associate, Mr. Hurley, has engaged GMAC Real Estate, International Properties Group for the express purpose of obtaining interim financing and the sale, lease, development, Joint venture, or partitioning for lease of the property owned by One World Investment Management Corporation and its subsidiaries: International Investment Holdings, LTD and Diversified Investment Holdings, LTD. As a stock holder we would require your notarized signature assuring your agreement to the mortgaging, pledging, hypothecating, sale, lease, and or development of the property.

We would like to thank you for your consideration and would urge you to proceed to get the copy signed before a notary and forwarded to our office. I have enclosed a federal express envelope for your convenience.

We look forward to working with you and appreciate your valued and appreciated business. If I or any of my associates can be of any service please don't hesitate in calling.

Sincerely,

Stephen Katz Hospitality Group GMAC Real Estate

International Properties Group

505 8th Avenue

Suites 803-804

New York, NY 10018

646-442-3803 direct

212-265-8751 facsimile

914-403-8370 mobile

skatz@ipgmac.com

nyfinanceguy@yahoo.com



International Properties Group, Inc. 505 8th Avenue, Suite 804
New York, NY 10018

Attention: President of GMAC Real Estate IPG

Re: The "Property": 826 Acres of vacant oceanfront land@state 187, Loiza, Puerto Rico, USA

Dear Sir or Madam:

We hereby give GMAC Real Estate IPG. (IPG) the exclusive right and authority to secure for us financing for the Property. This exclusive authorization shall be in effect from the date hereof, however, we shall have the right to withdraw this authorization at any time, upon thirty (30) days written notice but not before six (6) months from the date hereof.

In consideration of your services in securing financing for the Property, we agree to pay you a commission in an amount equal to 1.25% of the amount of the loan(s), except in the event the financing is provided by the institutions listed in Schedule A attached hereto then the commission will equal to 1% of the amount of the loan(s).

It is specifically understood that if financing is secured for the Property your commission shall be earned upon our acceptance of such commitment, upon terms and conditions as may be acceptable to us in our sole discretion, and is payable at the closing of the loan.

In order to coordinate efforts to effect a transaction, satisfactory to us during the period of your engagement, in the event we receive any offers or inquiry concerning the Property, we shall promptly inform IPG of the prospect's interest. We shall provide you, and any prospective lender or investor, with all appropriate, available information and material concerning the Property.

Upon the termination of this agreement, you shall furnish us with a list setting forth the terms of the negotiations then pending from the prospective lenders for the Property and in the event that we shall within six (6) months thereafter obtain and accept a Commitment for financing from any of the sources named on such list, the compensation set forth above shall be paid to you.

We agreed that all prior understanding and agreements are fully expressed herein and are merged into this writing, and we agree that you have not made and do not make any representations that IPG will be a lender for or investor in the Property or that you guarantee or have guaranteed that our acceptance of any Financing Commitment obligates you to perform any provisions of such Financing Commitment.

We agree to reimburse you for all reasonable out-of pocket expenses you incur for the marketing of the property. You will inform us on a periodic basis as to the itemized expenses that you have incurred and we will reimburse you on receipt of such itemization. In the event expenses exceed \$1,000, we will reimburse you for such expenses only on our prior written approval.

If this is accordance with your understanding, kindly confirm your acceptance and agreement by signing and returning the enclosed duplicate of this letter.

Very truly yours,



Dated:	
Anthony E. Hurley	, President & CEO
One World Investments Management Corporation International Investment Holdings, LTD and Dive	
Dated: NOVEMBER 15, 2006 Alberto Medina Lopez	State of UR County of Prince willian Nov 15, 2006 County Cobusteen Agril 30, 2010 , OWNER
Dated:	
Mary Elizabeth Hicklin	, OWNER
George F. Donohue GMAC Real Estate IPG	,President



REAL ESTATE BROKERAGE AGREEMENT EXCLUSIVE

Anthony E. Hurley, President & CEO, Alberto Medina Lopez, Mary Elizabeth Hicklin, One World Investments Management Corporation and its subsidiaries: International Investment Holdings, LTD and Diversified Investment Holdings, LTD all domiciled in St. Vincent & the Grenadines

BROKER agrees to diligently and in accordance with all applicable regulations and laws to seek to find a buyer for the property. This exclusive listing shall expire 150 days after commencement.

The minimum selling price of the property shall be:

\$ 200,000,000 (Two Hundred Million U.S. Dollars)

BROKER may place a sign during the term of this listing on the property stating that it is the broker herein, and OWNER agrees to allow the sign to be kept during the term of the listing and to allow BROKER access to the same for maintenance. During a period when a closing is pending, the BROKER may continue to place a sign indicating the same.

OWNER agrees to pay a commission of six percent percent (6 %) of the sales price, if (1) you procure a buyer who is ready, willing and able to purchase the premises upon the terms stated above; (2) you procure a buyer to whom OWNER in fact sells or trades the property; (3) during the terms of the listing, the property is sold through a buyer procured by others.(4) The property is developed for any residential or commercial usage. A commission as provided shall be due if BROKER procures a buyer that purchases the property on other terms acceptable to the OWNER.

If the property is sold or otherwise conveyed to a prospect first submitted by BROKER within 4 months of the expiration of the listing period, the commission provided for herein shall be due and payable.

Should a purchaser procured by BROKER default, and if any deposit, escrow or earnest money is forfeited by OWNER, OWNER shall pay fifty percent (50%) of the same to the BROKER as compensation, but in no event, an amount in excess of the commission earned on the transaction had it closed.

OWNER represents and warrants that it has disclosed all defects in the property to the BROKER and BROKER acknowledges an opportunity to fully inspect the premises.

Page 1 of 2



Dated:	
Anthony E. Hurley One World Investments Management Corporational Investment Holdings, LTD and Dive	, President & CEO on and its subsidiaries: ersified Investment Holdings
Dated: NOVEMBER 15, 2006 Mulling for Alberto Medina Lopez	State of UA County of Prince William Nov 15, 2006 Ceme Kobusteen April 30, 2010 , OWNER
Dated:	
Mary Elizabeth Hicklin	, OWNER
Dated:	
George F. Donohue	,President



Appraisal Report

of
Four Hundred Thirteen Acres
Vacant Oceanfront Land
Between Kilometer Marker 10.3 and 11.3
State Road 187 – Municipality of Loiza
Commonwealth of Puerto Rico, USA

Planned for

One World Resort and Casino A Five-Star Destination Resort Community

Prepared for

One World Corporation

Prepared by



Worldwide Appraisal Services

9106 Champions Way PGA Village Resort Port St. Lucie, FL 34986 (772) 467-1360 Phone (772) 465-4512 Fax www.globalvaluation.com





Worldwide Appraisal Services

Real Property (Real Estate)

Tangible Personal Property (FF&E)

Intangible Personal Property (Businesses)

Expert Witness Services

Due Diligence Services

Consulting

ALL RIGHTS RESERVED
THIS REPORT MAY NOT BE RE-PRINTED IN WHOLE OR IN PART
WITHOUT THE EXPRESS WRITTEN PERMISSION OF GLOBAL
VALUATION, INC.
COPYRIGHT 1997 - 2007



TABLE OF CONTENTS

	Cover Page	1
	Copyright Page	2
	Table of Contents	3
	Letter of Transmittal	4
P	ART ONE – INTRODUCTION	6
I.	Executive Summary	7
II.	Certificate of Value.	8
III.	Global Valuation Introduction.	10
P	ART TWO – PREMISES OF THE APPRAISAL	14
I.	Type of Appraisal and Report Format.	15
II.	Assumptions and Limiting Conditions	15
III.	Purpose, Use and Intended Users of the Appraisal.	16
IV.	Definition of Market Value and Terms	17
V.	Date of Appraisal and Date of the Report.	17
VI.	Property Rights Appraised.	17
/II.	Scope of Work	18
III.	Sales History of the Subject Property	18
P	ART THREE – PRESENTATION OF THE DATA	19
I.	Identification of the Subject Property.	20
II.		35
P	ART FOUR – ANALYSIS OF THE DATA AND CONCLUSIONS	65
I.	Highest and Best Use Analysis.	66
II.	The Valuation Process	68
III.	Land Valuation	69
IV.	Parameters of Value Conclusions.	135
V.	Marketing Time	136
VI.	Exposure Time	136
P	ART FIVE ADDENDA	137
I.	Exhibit A - Qualifications of Appraisers	138
II.		155





July 2, 2007

Mary E. Hicklin-Hurley President and CEO One World Corporation. 1776 "I" Street, NW, Suite 900 Washington, DC 20006

RE: Four Hundred Thirteen Acres

Vacant Oceanfront Land

Between Kilometer Marker 10.3 and 11.3 State Road 187 – Municipality of Loiza Commonwealth of Puerto Rico, USA

Ms. Hicklin-Hurley:

In accordance with our Appraisal Services Contract, we have completed an appraisal of the above referenced property. The property was inspected and all necessary investigations and analysis were made by Global Valuation, Inc.

The subject property is briefly described as a 413-acre vacant parcel of oceanfront land located between Kilometer marker 10.3 and 11.3, State Road 187, Municipality of Loiza, Commonwealth of Puerto Rico USA. The property has antique zoning rights that dates back to 1883 and supersedes all current zoning. This has a tremendous positive affect on the market value and marketability of the subject property because the owners are allowed to develop a wide variety of commercial projects including a Resort Hotel and Casino. The property features over one-half mile of Atlantic Ocean frontage and wide white sandy beach. All public utilities (except sewer) are at the property and it has an excellent location just 10 miles east of Metropolitan San Juan. The property is easily accessible via State Road 187 which runs through the property.

Planned is the One World Resort and Casino, a World-Class Five Star destination resort community with hotel, residences, casino, beach club, spa and an 18 – hole championship golf course and club. The overall density is 500 units or only 1.2 units per acre.

The scope of this assignment is to estimate the market value of the fee simple interest in the subject property "AS IS" and the prospective aggregate of retail values (ARV) "AS COMPLETED".

This is a Real Property Appraisal prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by the Appraisal Standards Board of the Appraisal Foundation. The Appraisal Report is prepared under the "Self-Contained Appraisal Report" option. The Appraisal Foundation is authorized by the United States Congress as the source of appraisal standards and appraiser qualifications. The report complies with all of the standards established in Title XI of the "Financial Institutions Reform Recovery Enforcement Act of 1989 (FIRREA).

Based upon all of the market data information, investigations, inspections, consultations and analysis, it is our opinion that the subject property has a market value of:

"AS IS" July 2, 2007 \$186,000,000 "ARV AS COMPLETED" July 2, 2012 \$750,000,000

We certify that we have no interest past or present in the subject property and that our conclusions of value are based on internationally accepted techniques, methods and procedures. Moreover, our fee is not contingent upon a specified value conclusion. The value conclusions are subject to the Assumptions and Limiting Conditions, presented in part two of this appraisal report.

Respectfully submitted,

Thomas G. Spears President & CEO

Global Valuation, Inc.

Fromm. G. Spears



Part One Introduction

Executive Summary
Certificate of Value
Global Valuation Introduction





Part Two Premises of the Appraisal

Type of Appraisal and Report Format
Assumptions and Limiting Conditions
Purpose, Use and Intended Users of the Appraisal
Definitions of Market Value and Terms
Date of Appraisal and Date of Report
Property Rights Appraised
Scope of Work
Sales History of the Subject Property



I TYPE OF APPRAISAL AND REPORT FORMAT

This is a Real Property Appraisal prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by the Appraisal Standards Board of the Appraisal Foundation. The Appraisal Report is prepared under the "Self-Contained Appraisal Report" option. The Appraisal Foundation is authorized by the United States Congress as the source of appraisal standards and appraiser qualifications. The report complies with all of the standards established in Title XI of the "Financial Institutions Reform Recovery Enforcement Act of 1989 (FIRREA).

II ASSUMPTIONS AND LIMITING CONDITIONS

The value conclusions and the certification within this report are made expressly subject to the following assumptions and limiting conditions.

THIS APPRAISAL REPORT HAS BEEN MADE WITH THE FOLLOWING ASSUMPTIONS:

No responsibility is assumed for the legal description provided or for matters pertaining to legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

The property is appraised free and clear of any and all liens or encumbrances unless otherwise stated.

Responsible ownership and competent property management are assumed.

The illustrative material in this report is included only to help the reader visualize the property.

It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.

It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless non-conformity has been identified, described and considered in the appraisal report.

It is assumed that all required licenses; certificates of occupancy, consents, and other legislative or administrative authority from any government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

This valuation is predicated upon the One World Resort and Casino being developed in accordance with the descriptions in this report.

THIS APPRAISAL REPORT HAS BEEN MADE WITH ALL THE FOLLOWING LIMITING CONDITIONS:

Possession of this report, or a copy thereof, does not carry with it the right of publication.

The appraiser (s), by reason of this appraisal, is not required to give further consultation or testimony or to be in attendance in court with reference to the property in question unless financial arrangements have been previously made.

Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser (s), or Global Valuation, Inc. shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser (s) and Global Valuation, Inc.



The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation and other potentially hazardous materials may affect the value of the property. The value estimated is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover them. The intended user is urged to retain an expert in this field, if desired.

Any allocation of the total value estimated in this report between the land and the improvements applies only under the stated program of utilization. The separate values allocated to the land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

Any value estimates provided in the report apply to the entire property, and any proration or division of the total into fractional interests will invalidate the value estimate, unless such proration or division of interests has been set forth in the report.

The forecasts, projections or operating estimates contain herein are based on current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes with future conditions.

This appraisal was prepared by Global Valuation, Inc. and consists of trade secrets and commercial and financial information which are privileged and confidential and exempted from disclosure under 5 U.S.C. 552 (b) (4).

This report remains the property of Global Valuation, Inc. and contains proprietary information; the use of this report is expressly prohibited unless all contractual obligations for payment thereof have been completed.

The reader of this report is encouraged to verify the contents and status by direct contact with

Thomas G. Spears
President & CEO
Global Valuation, Inc.
9106 Champions Way
PGA Village Resort
Port St. Lucie, Florida 34986
Telephone: 772-467-1360
Facsimile: 772-465-4512

Website: www.globalvaluation.com E-mail: tgs@globalvaluation.com

III PURPOSE, USE AND INTENDED USERS OF THE APPRAISAL

The purpose of an appraisal is the stated reason and scope of an appraisal assignment, which, is established by the client. The scope of this assignment is to estimate the market value of the fee simple interest in the subject property "AS IS" and the prospective aggregate of retail values (ARV) "AS COMPLETED".

The use or function of an appraisal is the manner in which a client employs the information contained in the appraisal report. The function of this appraisal is for an initial public offering (IPO).

The intended user is One World Corporation.



IV DEFINITION OF MARKET VALUE AND TERMS

MARKET VALUE as defined by the Appraisal Standards Board of the Appraisal Foundation, Uniform Standards of Professional Appraisal Practice (USPAP), is the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently and knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1. buyer and seller are typically motivated;
- 2. both parties are well informed or well advised, and each acting in what they consider their own best interest;
- 3. a reasonable time is allowed for exposure in the open market;
- 4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- 5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

"AS IS" VALUE as defined by the dictionary of Real Estate Appraisal, third edition Appraisal Institute is the value of specific ownership rights to an identified parcel of real estate as of the effective date of the appraisal. Relates to what physically exists and is legally permissible and excludes all assumptions concerning hypothetical market conditions or possible rezoning.

PROSPECTIVE MARKET VALUE refers to a forecast of the value expected at a specified future date. A prospective value estimate is most frequently sought in connection with real estate projects that are proposed, under conversion to a new use, or those that have not achieved sellout or a stabilized level of long-term occupancy at the time the appraisal report is written.

AGGREGATE OF RETAIL VALUE refers to the sum of the appraised values of the individual units in a subdivision, as if all of the units were completed and available for retail sale, as of the date of the appraisal. The sum of the retail sales includes an allowance for lot premiums, if applicable, but excludes all allowances for carrying costs.

MARKET VALUE TERMS are the current purchasing power of the United States Dollar.

V DATE OF APPRAISAL AND REPORT

The effective date of this appraisal and report is

"AS IS" July 2, 2007
"ARV AS COMPLETED" July 2, 2012

VI PROPERTY RIGHTS APPRAISED

The valuation of real property includes both the physical real estate and the rights that one or more individuals or legal entities may hold or contemplate holding in the ownership or use of the land and improvements, special attention must be given to limitations or ownership rights, which include easements, encroachments liens, leases, and the disposition of air or subsurface rights. In this case, the property rights appraised are fee simple interest or estate; defined as absolute ownership of real estate that is unencumbered by any other interest or estate and is subject only to the limitations imposed by government agencies.



VII SCOPE OF WORK

The scope of this assignment is to estimate the market value of the fee simple interest in the subject property "AS IS" and the prospective aggregate of retail values (ARV) "AS COMPLETED".

The scope of the appraisal refers to the extent of the process in which data are collected, confirmed, and reported. Three types of data are gathered for Appraisals: general data, specific data and competitive supply and demand data.

GENERAL DATA consist of information about trends in the social, economic, governmental, and environmental forces that affect property value. Global Valuation, Inc. has gathered all the required general data necessary to estimate the value of the subject property.

SPECIFIC DATA relate to the property being appraised and to the comparable properties. This data includes legal, physical, locational, cost and income and expense information about properties and the details of comparable sales. Financial arrangements that could affect selling prices are also considered. We have collected verified and analyzed all the required specific data necessary to estimate the value of the subject property including specific data for the subject property and all comparable properties utilized in this analysis.

COMPETITIVE SUPPLY AND DEMAND DATA relate to the competitive position of the property in its future market. Supply data include inventories of existing and proposed competitive properties, vacancy rates, and absorption rates. Demand data may consist of population, income employment, and survey data pertaining to potential property users. Global Valuation, Inc. has gathered and verified all the required competitive supply and demand data necessary to estimate the value of the subject property.

One internationally accepted method of data analysis have been developed for this valuation. The Subdivision Development Approach.

THE SUBDIVISION DEVELOPMENT APPROACH is a method of estimating land value when subdivision and development are the highest and best use of the parcel of land being appraised. All direct and indirect costs and entrepreneurial profit are deducted from an estimate of the anticipated gross sales price of the finished units; the resultant net sales proceeds are then discounted to present value at a market derived rate over the development and absorption period to indicate the value of the raw land.

VIII SALES HISTORY OF THE SUBJECT PROPERTY

According to the public records, Parcel ID 21-042-000-010-01-000 identifies a 825-acre parcel of land of which the subject property is the eastern most 413-acres. Note, the transactions identified in the public records are for the whole 825-acre parcel of land.

In 2002 , Mega Productions, Inc owned by Anthony Hurley, leveraged a partner/ownership interest in the property with Alberto Medina Lopez who had inherited the land. In 2004, the contractual ownership of Mega Productions was converted to deeded ownership whereby the property was deeded to Anthony Hurley, Mary Hicklin-Hurley, (50% ownership), and Alberto Medina Lopez (50% ownership), all principals and all joint owners in common. In August 2005, the aforementioned three principals transferred the property into two offshore holding companies (International Investments Holding, LTD and Diversified Investments Holding, LTD), both companies being 50 / 50 joint owners in common. These companies are owned and controlled exclusively by the aforementioned three principals.

In June 2007, Diversified Investments Holding, LTD transferred the interest in the subject property to One World Corporation.





Part Three Presentation of Data

Identification of the Subject Property
Area Profile



I IDENTIFICATION OF THE SUBJECT PROPERTY

The subject property is briefly described as a 413-acre vacant parcel of oceanfront land located between Kilometer marker 10.3 and 11.3, State Road 187, Municipality of Loiza, Commonwealth of Puerto Rico USA. The property has antique zoning rights that dates back to 1883 and supersedes all current zoning. This has a tremendous positive affect on the market value and marketability of the subject property because the owners are allowed to develop a wide variety of commercial projects including a Resort Hotel and Casino. The property features over one-half mile of Atlantic Ocean frontage and wide white sandy beach. All public utilities (except sewer) are at the property and it has an excellent location just 10 miles east of Metropolitan San Juan. The property is easily accessible via State Road 187 which runs through the property.

Planned is the One World Resort and Casino, a World-Class Five Star destination resort community with hotel, residences, casino, beach club, spa and an 18 – hole championship golf course and club. The overall density is 500 units or only 1.2 units per acre.

Legal Description

As recorded in the Commonwealth of Puerto Rico.

Parcel of land named Juan Perez at Torrecillas Baja Ward, Municipality of Loiza, Puerto Rico, which compose an area of approximately **FOUR HUNDRED THIRTEEN ACRES**. Bounding at the **North**, by the sea; at the **South**, with Mr. Teodoro Chevremont Hacienda; at the **East**, with Public Land; and **West**, with the western most portion of "Juan Perez Farm."

Ownership

The property is owned by:
One World Corporation.
Mary E. Hicklin-Hurley, President and CEO

Zoning

The subject property is located in the Pinones Special Zoning Planning Area. The special land use plan and zoning classifications for this area have been in effect since June 1995.

According to the zoning maps, the subject property has the following zoning classifications:

- B-2 Mangrove Forest Zone
- CR-1 Conservation of Resources 1 Zone
- CR-A Conservation of Archaeological Zone
- DTS Tourism Selective

According to the Pinones Special Planning Area zoning map, the majority of the property is zoned B-2, followed by CR-1 and CR-A. The northeastern most corner of the subject property is zoned DTS, a tourism classification.

It is important to note that the subject property has been private property since 1883; as such the property has antique zoning rights that supersede all current zoning. The antique zoning allows a wide variety of commercial projects including a Destination Resort Hotel and Casino; residences, golf course, spa and beach club.



A copy of the Antique Zoning Rights doctrine is presented in Part 5 as Exhibit-B. A legal opinion and precedence prepared by attorney Wilfredo R. Picorelli Osorio follows.

Wilfredo R. Picorelli Osorio
ATTORNEY AT LAW

Jume 15, 2007.

Memorandum

Re: Diversified Investments (Holdings) LTD Antique Uses Right Document

Antique Right Legal Opinion

After reviewing the compilation of the Spanish laws (applicable to Puerto Rico) during the period when Puerto Rico was a possession or province of the Spanish Government (up to 1898) in relation to ownership of lands and use of the lands near the coast line, including the mangrove forest, it is my opinion that those laws are applicable to the Juan Perez Farm at Loíza, Puerto Rico, of which Diversified Investments (Holdings) LTD have a title of a 50% ownership.

The Supreme Court of Puerto Rico in the leading case (pertaining to this matter) of Rupert Armstrong vs. ELA 97 DPR 588 (1969) stated and concluded that those laws (which are annexed) area applicable to the San Patricio Farm (at Guaynabo, Puerto Rico which is the land where today we have a huge commercial complex known as San Patricio Plaza) because, it was acquired by a particular or private person before the Spanish Government enacted the laws regulating the public lands.

It was concluded that those lands, promulgated before the said Spanish laws were enacted, were in private hands (a private person or entity holds title) and were not transferred to the USA Government by virtue of the Paris Treaty (which in 1898 concluded the American-Spanish war) and not then, to the Puerto Rico Government. Then it can be argued that to those lands, the laws relating to the use of coast line are not applicable, due to the fact that they were not public lands when same laws (Spanish or PR) were enacted.

These are very antique rights applicable to the Juan Perez Farm because the Registered Title of this land dates back to the year 1883 as per the entries in the books of the Property Registry.

Cordially,

Wilfredo R. Picorelli Osorio, Esq.



Site Size and Shape

The property is irregular in shape and contains approximately 413-acres.

Utilities

Electricity, municipal drinking water and telephone services are available to the subject property; public sewer service connections less than two (2) miles from the property.

Easements and Restrictions

State Road 187 runs through in an east – west direction, no other easements are indicated on the survey.

Flood Plain Information

The subject property is located in Zone-1 and Zone-2 as defined on the March 4, 1988 Flood Area Map for the Pinones Special Planning Area.

Street Frontage/Accessibility

The property features 3,281 front feet along State Road 187 which runs east – west through the property.

Topography

The property features 3,281 front feet of wide white sandy beaches along the Atlantic Ocean, sand dunes appear to range from 5-30 feet. The property also features marshland, a mangrove swamp area and several named creeks or canals meandering from east to west on the property, most notably Canal de Tierra, Canal del Medio and the Canal Caracoles.

Site Improvements

The subject property features a pedestrian walkway and bicycle path. The pathway parallels the beach and runs the whole length of the property along the sand dunes. The pathway is paved asphalt and throughout the path are covered gazebos with benches.

Several invader (squatters) residences and rustic kiosks are located on the subject property. None of the current improvements indicated above were considered in this appraisal.

It is important to note that State Road 187, a two lane asphalt paved thorofare, runs though the property from east to west.

Real Estate Taxes and Assessments

According to the Centro de Recaudacion de Ingresos Municipales (CRIM) tax assessors department in San Juan, Puerto Rico, the subject property has not been assesses for several years and is in the process of being assessed. The subject property is identified as ID: 21-042-000-010-01-000.



Conclusion

The subject property is located on the north shore of Puerto Rico located between Kilometer marker 10.3 and 11.3 on State Road 187 in the Municipality of Loiza, Puerto Rico USA. It is located 10 miles east of Metropolitan San Juan and the San Juan International Airport.

The property features an excellent oceanfront location with outstanding beaches and coves along the 3,281 front feet of coastline on the Atlantic Ocean. The beachfront has natural sand dunes with elevations up to approximately 30 feet which provide dramatic views of the beaches and the Atlantic Ocean.

The subject property has antique zoning rights that supersede all current zoning. The property is planned for a five-star hotel, residences, casino, beach club, spa and an 18 – hole championship golf course and club. All the components for a very successful destination resort community.

Location maps; Survey; Land-Use plans and documentation and photographs of the subject property begin on the following pages.

Sand Deposit

IT IS IMPORTANT TO NOTE THAT THERE IS A SUBSTANTIAL SAND DEPOSIT ON THE SUBJECT PROPERTY. THIS HAS A TREMENDOUS POSITIVE IMPACT ON THE VALUE OF THE LAND, HOWEVER, NO CONSIDERATION IS GIVEN TO THE SAND DEPOSIT IN THIS VALUATION AS IT WILL REQUIRE A SEPARATE APPRAISAL AND IS NOT WITHIN THE SCOPE OF THIS ASSIGNMENT.



Government of the District of Columbia

Department of Insurance, Securities and Banking



Thomas	E.	Hampton
Commis	sic	oner

WORD A THUE ODDER
ISTRATIVE ORDER
NO. <u>SB-09-01</u>

SUMMARY ORDER TO CEASE AND DESIST AND NOTICE OF OPPORTUNITY FOR HEARING

In accordance with the provisions of the District of Columbia Administrative Procedure Act, D.C. Official Code § 2-501 *et seq.*¹, the Rules of Practice and Procedures for Hearings in the District of Columbia, 17 DCMR § 8100 *et seq.* and Section 602 of the Securities Act of 2000, D.C. Official Code § 31-5606.02(a)(1), One World Corporation, Mary Hicklin-Hurley, and Anthony Hurley (hereinafter "Respondents) are hereby ordered to cease and desist from offering unregistered securities in or from the District of Columbia, in violation of D.C. Official Code § 31-5603.01.

I. JURISDICTION

D.C. Official Code § 31-5606.02(a) grants the Commissioner of the Department of Insurance, Securities and Banking ("Department") the power to issue, without a hearing, a summary order directing the Respondents to cease and desist from engaging in acts or practices which constitute, or will constitute, a violation of any provision of the Act or any rule or order.

¹ All statutory references to the D.C. Official Code shall be to the 2001 edition.

Under D.C. Official Code § 31-5606.02(a)(1), this Summary Order to Cease and Desist and Notice of Opportunity for Hearing ("Order") constitutes notice of the opportunity for a hearing before the Commissioner, or his designee, to determine whether the Order should be vacated, modified, or entered as final; and constitutes notice that the Order will be entered as final if the Respondents do not request a hearing within 15 days of the receipt of the Order, pursuant to D.C. Official Code § 31-5606.02(a)(2).

II. RESPONDENTS

- One World Corporation, a corporation registered in Delaware and Washington DC, was
 formed in Delaware on May 3, 2007, to operate as a holding company for 413 acres of vacant
 oceanfront land in Puerto Rico, including future oceanfront land with entitlements. Its
 principal place of business is 1776 I Street, NW, Washington, DC 20006.
- 2. Mary Hicklin-Hurley is the Chief Executive Officer of One World Corporation.
- 3. Anthony Hurley is the Executive Directors' Advisor of One World Corporation.

III. STATEMENT OF FACTS

On information and belief, the Department alleges the following as the basis for this Order:

- 1. One World Corporation owns oceanfront property in Loiza, Puerto Rico and has alleged that it acquired the property for the purpose of developing it into a five-star resort community.
- 2. According to Anthony Hurley, in 2007, Respondent One World Corporation arranged a deal with Mebesa, S.A. to acquire oceanfront property in the Dominican Republic for \$21 million, with a \$4 million deposit at the initial closing.
- 3. According to Anthony Hurley, the \$4 million deposit was intended to effect a transfer of deeds to One World Corporation in order to allow One World Corporation to obtain an

appraisal, complete Securities and Exchange Commission ("SEC") audited financials as part of its intent to raise funds through a public offering, and execute SEC submissions as required by the SEC to ultimately commence trading of its new stock issue on the NASDAQ OTC/BB.

- 4. To raise the initial \$4 million for One World Corporation, Respondents offered investors a 100% return on a minimum investment of \$500,000 within 12 months from the date of closing.
- 5. Respondents advertised the proposed investments referenced in paragraph 4 on the One World Corporation website, www.one-worldinc.com, and in various newspapers, including the Washington Post, a newspaper whose primary market is District of Columbia residents.
- 6. Due to Respondents' inability to raise funds, One World Corporation abandoned plans of going public and devised a new business plan in furtherance of the development of the Puerto Rico land from profits which, according to Anthony Hurley, would manifest from leveraging involvement in the Dominican Republic development properties.
- 7. During the time that Respondents were attempting to raise funds for the projects, they maintained their website to attract investors to its projects in an effort to offer to sell securities on said land development.
- 8. In October 2007, an investigator for the Securities Division of the Arizona Corporation Commission ("Investigator") responded to a classified ad placed by Respondents in an Arizona newspaper, the Arizona Republic, that provided, "INVESTORS WANTED \$500K Min invst. 'Ready to Build' Resort destination in the Dominican Republic. 100% return in 12 mo. RE secured. Details. 301-785-4661." The offer had been advertised in the Arizona Republic between September 30, 2007 through October 6, 2007. The offer had also been advertised in the Washington Post for the same period.

- 9. The Investigator responded to the ad by calling the telephone number referenced in the newspaper advertisement. The telephone number listed was a cellular telephone that belonged to Anthony Hurley. Anthony Hurley discussed the investment with the Investigator and provided additional information about the investment via email, and directed the caller to visit the company's website.
- 10. The Arizona Securities Division contacted the Department of Insurance, Securities and Banking about the investment offers being made by Respondents after learning that the Respondents' principal place of business was in the District of Columbia.
- 11. The Securities Bureau of the Department of Insurance, Securities and Banking ("Securities Bureau") began an investigation based on the information provided by the Arizona Securities Division. In response to questions by the Securities Bureau, Respondents confirmed that they had attempted to raise money for their investments on their website. Respondents also stated that they had advertised the investment in the Arizona Republic and in the Washington Post.
- 12. Respondents are not, and have never been, registered to offer securities in or from the District of Columbia.
- 13. The securities that Respondents offered in and from the District of Columbia were not registered in the District of Columbia, and were not exempt from registration.

IV. VIOLATION

It is unlawful for a person to offer or sell a security in the District unless the security is registered under D.C. Official Code § 31-5603.01, the security or transaction is exempt under D.C. Official Code § 31-5604.01, or D.C. Official Code § 31-5604.02, or the security is federally covered.

V. CONCLUSIONS OF LAW

- 1. Respondents sought investments to acquire property in the Dominican Republic by offering 100% return in twelve months on a \$500,000 minimum investment. Respondents offered to sell securities from the District of Columbia through internet offers from its website, one-worldinc.com; communicated offers via telephone and electronic mail; and advertised an investment offer as a classified advertisement in the Arizona Republic and the Washington Post from September 30, 2007, through October 6, 2007.
- 2. The securities offered by the Respondents were not registered in the District of Columbia, were not exempt from registration in the District of Columbia, and were not federally covered securities, and therefore, were offered by Respondents, in violation of D.C. Official Code §31-5603.01.

SUMMARY ORDER

It is hereby determined that the Respondents have engaged, and are about to engage, in acts and practices which constitute violations of District of Columbia law.

It is further determined that immediate action against the Respondents is in the public interest. Accordingly, pursuant to D.C. Official Code § 31-5606.02(a), it is hereby **ORDERED** by the Commissioner of the Department of Insurance, Securities and Banking, that:

Respondents, together with their employees, agents, affiliates, assignees, successors, and associated entities, shall immediately **CEASE AND DESIST** from offering or selling unregistered and non-exempt securities in the District of Columbia, and from directly or indirectly aiding or assisting other individuals or entities from offering or selling unregistered and non-exempt securities from the District of Columbia.

SEAL

APPROVED and so ORDERED:

In Witness Whereof, I have hereunto set my hand and affixed the official seal of the Department of Insurance, Securities and Banking, this day of May, 2009.

Thomas E. Hampton,

Commissioner

NOTICE OF OPPORTUNITY FOR HEARING

Respondents may request a hearing pursuant to D.C. Official Code § 31-5606.02(a)(1). A request for hearing must be in writing and received by the Commissioner within 15 days of receipt of this Summary Order to Cease and Desist and Notice of Opportunity for Hearing. Each Respondent must deliver or mail the request for hearing to Leslie Johnson, Hearing Officer, Department of Insurance, Securities and Banking, 810 First Street, NE, Suite 701, Washington, DC 20002. Failure to request a hearing within 15 days of receipt of this Order will result in a final order being issued against you, pursuant to D.C. Official Code § 31-5602(a)(2).

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing SUMMARY ORDER TO CEASE AND DESIST AND NOTICE OF OPPORTUNITY FOR HEARING was mailed first class mail, postage prepaid, return receipt requested to:

One World Corporation c/o Registered Agent Harvard Business Services, Inc., 16192 Coastal Highway, Lewes, DE 19958

One World Corporation 1776 I Street, NW Suite 900 Washington, DC 20006

Mary Hicklin-Hurley 1776 I Street, NW Suite 900 Washington, DC 20006

Anthony Hurley 1776 I Street, NW Suite 900 Washington, DC 20006

Signature



August 6, 2008

Mr. Anthony E. Hurley Executive Directors Adviser One World Corporation 1776 "I" Street, NW, Suite 900 Washington, DC. 20006

Dear Mr. Hurley:

In accordance with our Appraisal Services Contract, we have completed an appraisal of the subject property described below. The property was inspected and all necessary investigations and analysis were made by Global Valuation.

The subject property is legally described as Parcel No. 788, District Cadestral No. 5, Sabana Buey, Municipality of Bani, Peravia Province, Dominican Republic. The property boundaries contain 15,414,037 square meters or approximately 3,809-acres and feature over five (5) miles of ocean frontage with about three (3) miles of white sand beaches. The Tourism Ministry has approved the Master Plan for development with two (2) Golf Courses, 8,074 Hotel Rooms and Villas and a Marina with 250-Wet Slips. All the governmental approvals and permits are in place to commence development immediately.

Planned is "Los Corbanitos Golf and Beach Resort", a Master Planned Resort Community which consists of 2,300 Residential Units and 1,700 Hotel Rooms and Suites; Two (2) Golf Courses and Clubhouse; a 250-Slip Marina and a European Style Marina Village. The overall density is only (4,000 units / 3,809 ac) 1.05-units per acre, a very low density for a destination resort community.

The scope of work is to estimate the Market Value of the fee simple interest in the subject 3,809-Acres of Vacant Oceanfront Land "AS IS" and the prospective Aggregate of Retail Values "ARV AS COMPLETED".

This is a Real Property Appraisal prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by the Appraisal Standards Board of the Appraisal Foundation. The Appraisal Report is prepared under the "Self-Contained Appraisal Report" option. The Appraisal Foundation is authorized by the United States Congress as the source of appraisal standards and appraiser qualifications. The report complies with all of the standards established in Title XI of the "Financial Institutions Reform Recovery Enforcement Act of 1989 (FIRREA).

AMERICAN BAR ASSOCIATION SECTION OF BUSINESS LAW

COMMITTEE ON STATE REGULATION OF SECURITIES REPORT OF THE SUBCOMMITTEE ON ENFORCEMENT, LITIGATION AND ARBITRATION

NASAA 92nd ANNUAL CONFERENCE

September 13 - 15, 2009

DENVER, COLORADO

R. Michael Underwood
Chair, Subcommittee on Enforcement,
Litigation and Arbitration
Fowler White Boggs, P. A.
101 N. Monroe Street, Suite 1090
Tallahassee, FL 32301-1547
Telephone: (850) 681-4238

Fax: (850) 681-3388

Email: michael.underwood@fowlerwhite.com

Richard Slavin
Vice-Chair, Subcommittee on
Enforcement, Litigation and Arbitration
Cohen and Wolf P.C.
1115 Broad Street
Bridgeport, CT 06604-4234
Telephone: (203) 368-0211
Fax: (203) 394-9901

Email: rslavin@cohenandwolf.com



September 13, 2009

Alan M. Parness, Esquire
Chair, American Bar Association
Committee on State Regulation of Securities
Cadwalader, Wickersham & Taft LLP
One World Financial Center
New York, NY 10281

Dear Alan:

I am pleased to submit the 2009 Report of the Subcommittee on Enforcement, Litigation and Arbitration. This report is the result of labor by lawyers from across the United States and focuses on administrative enforcement actions and related proceedings by state securities regulators. I expect next year's report to reflect the Subcommittee's newly broadened mandate and address private securities litigation and arbitration as well.

State regulators uniformly advise our reporters of the increasing complexity of securities enforcement actions: more investors, more products and, clearly the most pronounced trend in enforcement, more jurisdictions. Multi-state "task forces" have negotiated settlements now totaling into billions of dollars in connection with auction-rate securities. As our committee meets, news has just come that the Merrill Lynch unit of Bank of America will pay up to \$26.5 million in a settlement with a "multi-state task force" stemming from its use of unregistered representatives to sell securities. Other joint enforcement actions that combine state, federal and self-regulatory agencies are now commonplace.

Members of the Committee on State Regulation of Securities are invited to join our Subcommittee to share their insights, no longer just about law enforcement, but about all aspects of securities litigation and arbitration.

Sincerely,

R. Michael Underwood Chair, Subcommittee on Enforcement, Litigation and Arbitration

FOWLER WHITE BOGGS P.A.

the entry of and Administrative Consent Order against the entities for their failure to maintain adequate systems to reasonably ensure compliance with Blue Sky laws which resulted in the sale of unregistered securities in violation of the D.C. Official Code.

The Commissioner of DISB ordered Morgan Stanley to cease and desist from violating the D.C. Securities Act in connection with the sales of unregistered securities, and ordered it to pay eighteen thousand two hundred and ten dollars to the District of Columbia as a civil monetary penalty.

The Administrative Consent Order reveals that in 2005, upon the hiring of a new compliance employee, Morgan Stanley discovered deficiencies in some order entry systems that permitted the execution of transactions for certain types of securities without checking to determine whether the transactions complied with applicable Blue Sky Laws. Morgan Stanley investigated the issue, provided the results to a multi-state task force, and self reported the Blue Sky problem to all effected state and federal regulations.

Morgan Stanley identified the transactions which were in violation of the Blue Sky laws and offered rescission to customers with terms and conditions that were consistent with the Securities Act of 2000. Morgan Stanley has since adopted policies and procedures designed to ensure compliance with all legal and regulator requirements regarding Blue Sky laws.

On May 6, 2009, the Commissioner of DISB ordered One World Corporation ("OWC"), Mary Hicklin-Hurley ("Mary"), and Anthony Hurley ("Anthony") to immediately cease and desist from offering or selling unregistered and non-exempt securities in the District of Columbia, and from directly or indirectly aiding or assisting other individuals or entities from offering or selling unregistered and non-exempt securities from the District of Columbia.

Neither OWC, Mary, nor Anthony is registered to offer securities in or from the District of Columbia. Nonetheless, through the internet, telephone, email, and advertisements in the Washington Post they sought investments to acquire property in the Dominican Republic by offering a one hundred percent return on a five hundred thousand dollar minimum investment. The securities they offered were not registered in the District of Columbia and were not exempt from registration.

Reporter:

Richard Slavin Cohen and Wolf, P.C. 320 Post Rd. West Westport, CT 06880 (203) 341-5310

(203)341-5311(facsimile) RSlavin@Cohenandwolf.com

The foregoing Cohen and Wolf, P.C. partners and associates who are members of the Securities Practice Group, participated in compiling these reports: David A. Ball, Ari J. Hoffman, Lauren G. Walters, David A Morosan, and Joseph B. Schwartz

Estado Libre Asociado de Puerto Rico TRIBUNAL DE PRIMERA INSTANCIA Sala Superior de Carolina

ONE WORLD CORPORATION

Demandante,

VS.

INTERNATIONAL HOLDINGS, LTD ALBERTO MEDINA LÓPEZ

Demandados

Civil Núm: CA2020CV01800

Sobre:

-<u>Acción Civil-</u> (LIQUIDACIÓN DE COMUNIDAD)

EMPLAZAMIENTO POR EDICTO

ESTADOS UNIDOS DE AMERICA EL PRESIDENTE DE LOS E.U.A. EL ESTADO LIBRE ASOCIADO DE PUERTO RICO

A: International Holdings, LTD
Alberto Medina López

Por la presente se les emplaza o requiere para que den contestación a la Demanda radicada contra ustedes radicando el original de su contestación en este Tribunal y notifiquen a la:

LCDA. ROSANNA RIVERA SÁNCHEZ

Abogado de la Parte Demandante PO Box 14584 San Juan, PR 00919 Tel. (787) 231-5894

Email: rrivera@bbh-law.com

con copia de la contestación a la demanda dentro de treinta (30) días a partir de la última publicación de este edicto, cuya demanda se basa en una acción civil. De no contestar dentro del plazo señalado se anotará la rebeldía y se dictará sentencia en su contra concediendo el remedio solicitado en la demanda sin más citarle ni oírle.

En Carolina, Puerto Rico, a / de octubre de 2020.



Lcda. Marilyn Aponte Rodríguez Secretaria Regional

SECRETARIA

LOURDES DIAZ MEDINA Sec. Aux. Titb. I

Por:

Estado Libre Asociado de Puerto Rico (Commonwealth of Puerto Rico) TRIBUNAL DE PRIMERA INSTANCIA (Court of First Instance) Sala Superior de Carolina (Carolina Superior Courtroom)

ONE WORLD CORPORATION

300 E. Lombard St. Suite 840 Baltimore, MD 21202 Demandante (Plaintiff)

INTERNATIONAL HOLDINGS, LTD

Suite 104 97-B Granby St. PO Box 1639 Kingstown, St. Vincent & The Grenadines **ALBERTO MEDINA LÓPEZ**

> PO Box 6596 Woodbridge, VA 22195 Demandados (Defendants)

CIVIL NÚM.:

SOBRE:

-ACCIÓN CIVIL-(-CIVIL ACTION-) (Liquidación de Comunidad) (Liquidation of Community)

DEMANDA (COMPLAINT)

AL HONORABLE TRIBUNAL: TO THE HONORABLE COURT:

COMPARECE la parte demandante representada por el abogado que suscribe y muy respetuosamente EXPONE y SOLICITA:

(COMES NOW Plaintiff by their undersigned attorney and respectfully, ALLEGES and PRAYS as follows:)

- 1. La parte demandante One World Corporation y la parte demandada International Holdings, LTD son dueñas en común pro-indiviso del siguiente inmueble:
- (Plaintiff One World Corporation and defendant International Holdings,
 LTD are owners in common of the parcel of land described as follows in Spanish:)

"RUSTICA: Estancia denominada "Juan Pérez", sita en el Barrio de Montenegro de la jurisdicción de Loíza, compuesta de 850 cuerdas de terreno. Colindante al Norte, con el mar; por el Sur, con la Hacienda de Don Teodoro Chevremont; por el Este, con terrenos de la Hacienda Pública; y por el Oeste, con la Hacienda denominada Piñones."

Consta inscrita bajo el Sistema Karibe de Loíza, finca #57, inscripción 14ª y última.

Catastro número: 043-000-007-20-998

- 2. One World Corporation es dueña de una participación de un 50% del dominio del antes descrito inmueble e International Holdings, LTD es dueña del restante 50% del dominio.
- 2. (One World Corporation owns a 50% undivided participation in the fee simple ownership of the above described parcel of land and International Holdings, LTD is owner of the remaining 50%.)
- 3. Los condueños no tienen un acuerdo de no división. Existe un acuerdo si entre las partes de que al dividirse se adjudicara a la demandante la parte Este de la finca.
- 3. (The common owners do not have a no division agreement. There is an agreement between the owners that when divided, the eastern most part will be adjudicated to the Plaintiff.)
- 4. La demandante One World Corporation no desea continuar en la indivisión y ha solicitado a la parte demandada, por sus oficiales, para que se proceda a la división de la finca en dos parcelas iguales. La demandada se ha negado a suscribir los documentos necesarios para ello, a saber:
- 4. (Plaintiff One World Corporation want that the property be divided and has asked from the defendant by its officials, that the parcel of land be divided in two equal parcels. Defendant has refused to sign the necessary documents for the division, to wit:)
 - a. Autorizar el trámite de la preparación y aprobación de un plano de segregación e inscripción, suscribiendo los documentos necesarios para su presentación ante las agencias de gobierno pertinentes.
 - a. (Authorize the procedure for the preparation and approval of a plan of segregation and division, signing the documents required by the pertinent government agencies.)
 - b. Suscribir en su día la escritura de segregación y adjudicación de las parcelas en pago de las respectivas participaciones.
 - b. (Sign on due time the deed of segregation of the parcels and adjudication of those to each party.)

- 5. A tenor con el Artículo 334 del Código Civil vigente (31 LPRA §1279), ningún condueño puede ser obligado a permanecer en la indivisión. La demandante ejerce aquí ese derecho a la división.
- 5. (According to Article 334 of Puerto Rico Civil Code (31 LPRA §1279). No co-owner can be obliged to endure a co-ownership. The Plaintiff ask hereby its right to divide.)
- 6. El inmueble, por su naturaleza (un gran predio de terreno de 850 cuerdas, según el Registro de la Propiedad) es de por sí divisible, en este caso en dos predios de igual cabida, lo cual propone la demandante.
- 6. (The parcel of land by its nature (850 acres parcel of land as per the Property Registry) is by itself divisible, in this case in two equal parts, which is what the Plaintiff propose.)
- 7. Se incluye como demandado en su carácter personal al Sr. Alberto Medina López, por ser este el único accionista de International Holdings, LTD, que es una corporación o compañía organizada y con domicilio en San Vicente y Las Granadinas, y la cual, según el mejor conocimiento de la parte demandante, no está al día en sus obligaciones con el gobierno de ese país y se le separó del Registro de Corporaciones, por lo cual entendemos menester demandar al accionista en su carácter personal.
- 7. (As defendant, personally its included Mr. Alberto Medina Lopez, due that he is the only shareholder of International Holdings, LTD, which is a corporation organized and domiciled on Saint Vincent and The Grenadines and which corporation, as per the best knowledge of the Plaintiff, it is not up to date with the Government and has been erased from the Corporate Registry, for which we understand is necessary to sue the shareholder in his personal character.)

EN MERITO DE LO EXPUESTO, se solicita del Honorable Tribunal se sirva estimar la demanda y dicte sentencia ordenando la división de la finca común en dos predios mediante la preparación y aprobación de un plano de segregación y en su momento una escritura de segregación y adjudicación, con costas y

4

honorarios de abogado. En la alternativa y de no aprobarse la segregación, se solicita la liquidación de la comunidad mediante la venta de la finca.

(WHEREFORE, Plaintiff pleads to the Honorable Court for a judgement, ordering that the common property be divided in two parcels by the approval of a plan and then a segregation and adjudge deed with court and attorney's fees. In the alternative and in case the plan is not approved, order the selling of the land.)

En Carolina, Puerto Rico, a 27 de agosto de 2020

At Carolina, Puerto Rico, this 27th day of August, 2020

f/ROSANNA RIVERA SANCHEZ RUA #14584 PO Box 193905 San Juan, PR 00919 Tel. (787) 231-5894

Email: riveraslaw@yahoo.com

Leda. Rosanna Rivera Sanchez PO Bot 14584 San Juan, PR 0919 TULAT USAN DIDIN BEEN THUS EXTRACTOR OF THE PARTY OF THE P Alberto 6596 VA
PO Abridge, 22/95 Estado Libre Asociado de Puerto Rico TRIBUNAL GENERAL DE JUSTICIA Tribunal de Primera Instancia Sala Superior de Carolina

ONE WORLD CORPORATION
PARTE DEMANDANTE

Vs.

INTERNATIONAL INVESTMENT (HOLDINGS), LTD PARTE DEMANDADA CIVIL NÚM: CA2020CV01800 (406)

Sobre:

LIQUIDACIÓN DE COMUNEDAD

DE BIENES

TRIBUNAL

DE

TRIBUNAL

TRIBUNAL

TRIBUNAL

DE

TRIBUNAL

TRIBUNA

El 26 de enero de este año la parte demandante presentó una solicitud de sentencia sumaria al amparo de la Regla 36 de Procedimiento Civil (cita omitida) en la que solicitó que se declare ha lugar la demanda de autos y que se ordene la liquidación de la comunidad de bienes objeto de ella. La codemandada International Investment (Holdings), LTD se encuentra en rebeldía desde el 12 de enero de 2021 porque nunca compareció al pleito. La Regla 42.2 de Procedimiento Civil dispone que en los pleitos donde se declare ha lugar totalmente una moción presentada al amparo de las Reglas 10, 36.1 ó 36.2 de Procedimiento Civil no será necesario especificar los hechos probados y consignar separadamente las conclusiones de derecho. Véase William Pérez Vargas v. Office Depot / Office Max, Inc., 2019 TSPR 227.

Sentencia sumaria

Conforme con lo anterior, este Tribunal declara ha lugar la solicitud de sentencia sumaria que la parte demandante presentó el 26 de enero de 2021, también declara ha lugar la demanda de autos y ordena la liquidación de la comunidad de bienes existente entre las partes. En consecuencia, se ordena la venta en pública subasta del inmueble que se describe a continuación:

"RÚSTICA: Estancia denominada Juan Pérez, sita en el barrio de Montenegro de la jurisdicción de Loíza, compuesta de 850 cuerdas de terreno. Colindante al norte, con el mar; por el sur, con la hacienda de Don Teodoro Chevremont; por el este, con terrenos de la hacienda pública; y por el oeste, con la

Sentencia Sumaria CA2020CV01800 23 de noviembre de 2021 Página 2

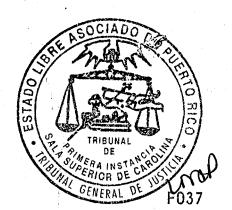
hacienda denominada Piñones. Consta inscrita bajo el Sistema Karibe de Loíza, finca 57, inscripción 14 y última."

Se ordena que la venta en pública subasta de dicho inmueble comience en su valor tasado. El valor del inmueble deberá acreditarse con una tasación realizada por un tasador debidamente licenciado no más de 30 días antes de la celebración de la subasta pública.

REGÍSTRESE Y NOTIFÍQUESE.

En Carolina, Puerto Rico a 23 de noviembre de 2021.

f/ Hon. Ignacio Morales Gómez Juez Superior



CERTIFICACIÓN
Certifico que la presente es copia digitalizada del
original que obra en el expediente bajo custodia
desidence Sumus expido la misma a
Br. Alberto Medin
Nombre del (de la) Peticipagnica)
100er
Previo al pago de derechos
Para uso oficial
Exento de pago de derechos
En Carolina Puerto Rico
Hoy de 2 DEC 2021
Hoy Lcda. Marilyn Aponte Rodríguez
Nomi Sect Awilla Regional , Regional
Por
Lysha delde Coracero Danots Tribunal
Firma on 980 917 Star Autilia huxilar 100 Mounal



237-240 SELLO DE RENTAS INTERNAS CANCELADO

Núm.81089-2021-1125-77668600 Lysha M. Cordero Danois
Secretaria Auxiliar - 2 DEC 2021
Funcionario(a) Fecha