GARY L. MCDUFF
[redacted]
FCI Complex Low - Unit U.B.
P.O. Box 26020
Beaumont, TX 77720-6020

November 10, 2014

The Honorable Cameron Elliot
Administrative Law Judge
100 F Street NE, Mail Stop 1090
Washington, D.C. 20549

3-157164

Dear Judge Elliot,

First, I would like to express my appreciation to you for taking enough interest in my case to review the information I have provided to date. I know you are a busy professional, and I respect that. It takes the wisdom of King Solomon to do your job. It is an honorable duty that deserves my respect.

Second, I am unsure how to present you with a matter of fact that you will find important enough to justify your full consideration of exculpatory facts, which are now, known to have been suppressed. What I can do, is simply tell you the truth as I know it to be, and show you the support for it through others who knew more than I did.

Whatever you may think of me now is a product of what government attorneys presented you. It is important for you to know that exculpatory evidence that has been withheld from you. The government has not presented even one deposition, transcript, or even a statement, from a non-government witness, in support of the government's theory of my guilt.

The Fifth Circuit Court of Appeals has done an initial case check by their attorney advisor and is satisfied that my interlocutory appeal Docket 14-40905 to show actual innocence by virtue of suppressed evidence has met their standard. They are allowing me to present them with the newly discovered evidence that demonstrates suborned perjury, suppression and unethical investigator conduct. Allowing me to proceed on the basis of a miscarriage of justice though the interlocutory remedy first and let the direct appeal Docket 14-40780 wait for the interlocutory decision, is a showing of judicially recognized merit worthy of consideration.

I have done my best to show you how the default judgment in civil action No. 3:08-cv-526-L on 02-22-2013 is void and untimely, etc.

1. The 15 USCS 1-year from discovery Rule for 10(b) actions related to "offenses discovered by a victim or government agency", was exceeded. At least 23 months passed before the 03-26-08 complaint was filed. Therefore, it was time-barred.

2. Twenty federal courts determined that all Lancorp Fund (of 2003) sales of shares were not final because 100% of investor money remained untouched in escrow, unavailable to Lancaster, as required by the governing Memorandum until he had accumulated the $5 million required to "go effective", and until he had given written notice to every investor that the anticipated insurance was no longer on offer to the Fund. Each investor was afforded the opportunity to withdraw their escrowed money, which was secure by Traveler's insurance and SIPIC protection provided by the custodian US Bank-US Bancorp Piper Jaffray. All investors who chose to remain invested were required to sign their acceptance of the material change amendment to the Memorandum, which eliminated the insurance protection. They mailed it to Mr. Lancaster as proof of their agreement to the change. On May 14, 2004, Mr. Lancaster informed investors the Fund money had been placed into a conforming investment (Tricom/Citibank). That was the date that the Twenty courts agreed was the date that Lancorp Fund "sale of securities" (Lancorp Fund Shares) first took place under the Reg D. 506 Private Placement Amended Memorandum.

   This is proof that any and all representations made to investors regarding "insurance" was disclosed as not being available before the Lancorp Fund investor shares sales were actually made, thus removing any cause for actionable liability to support a fraud claim by the SEC.

3. Quilling v. Humphries 2006 U.S. Dist. LEXIS 74568, the Court clearly finds that "On February 16, 2006, the Receiver filed this action against Kenneth Wayne Humphries, the attorney representing Megafund, seeking to recover more than $9 million invested by Lancorp Financial Group as a result of allegedly false statements made by Humphries in an opinion letter".

   This simple discovery of fact was within the knowledge of government contractor Quilling. It is direct proof that Quilling had, by February 16, 2006, already concluded that it was attorney Humphries who provided Lancaster with an opinion letter that the

Megafund was insured against all forms of loss. It was that representation by Humphries that caused Lancaster to invest in the Megafund. Since the law says that two opposing statements cannot at the same time be true, how is it that Quilling is allowed to claim Lancaster invested in the Megafund because of Gary McDuff? This is clearly exculpatory.

4. It was never the idea of Gary McDuff for Lancaster to invest any of the Lancorp money into the Megafund. Gary McDuff, at his father's request, spoke to Lancaster about the prospect of investment by his father only. It was Mr. Lancaster's idea, after speaking to Mr. Leitner about placing Rev. McDuff's money in the Megafund, when it appeared to him to be safe enough for him to place the majority of Lancorp Fund money there, if Leitner could produce proof of the existence of insurance. This fact is affirmed in the February 2006 Deposition of Rev. John McDuff, and the Victim Impact testimony of Vivian McDuff, on April 16, 2014, which you have on file.

5. Gary McDuff did not invest any Lancorp Fund money in the Megafund. He had no authority to do so. The government produced no evidence showing that he directed anyone, or caused anyone to invest in the Megafund. Even Mr. Lancaster did not suggest that. Lancaster only affirmed that John and Gary McDuff made him aware of the Megafund when they asked him to investigate the possibility of moving Rev. McDuff's IRA money into the Megafund.

6. Rev. Brown, Rev. Hobbs, Rev. Harris, Rev. Dewey, Rev. Frank, and even Stanley Leitner, identify me as an investor in the Megafund, not a "broker-introducer" expecting a fee. They all knew that I worked for an entity (Secured Clearing Corp.), which had ownership in First Global Foundation, MexBank, and Value Asset Management, all of which were direct investors in Megafund, independent from Lancorp's investment in Megafund. Megafund records seized by the SEC reflect these three entities as direct Megafund investors. The profit payment instructions I provided to the Megafund secretary are proof that I represented the interests of those investors and not the interests of Lancorp. In that regard, I was an independent separate and parallel investor in the Megafund.

7. Other evidence withheld from you, and me, contains many references by Lancaster, Reynolds, and documents affirming that I had zero authority to cause the Lancorp Fund, Lancorp Group, or any entity of Lancaster's to do anything. That is a complete fabrication by agents, parroted by government attorneys. And in the matter of my prior

conviction, my own website, www.garymcduff.com was made public throughout the Lancorp years, so it was not undisclosed, or hidden. The government has used a shotgun theory to prosecute and convict me. The plethora of misconstrued evidence has left you unaware of the relevant facts you need to make an informed decision. They did the same thing to the civil and criminal court, judges and jury.

8. It was not until months after my trial that I discovered there was a second Lancorp Fund dated June 1, 2005. That fund is the one never properly filed as a Reg. D 506 private placement exempt entity with the Commission through the Form D filing process. Not only was I unaware of its existence, the civil court, grand jury, petit jury and trial court was never informed by the government attorney that there were two Lancorp Funds formed two years apart. One conformed to the laws and one did not. I ask you to join me in assigning that error of due process to the agents who ignored the evidence in order to implicate me.

   I had knowledge of Lancaster's activities in Lancorp Fund #1, all of which were lawful, but no knowledge whatsoever that he later secretly created Fund #2, when Lancaster actually did then violate SEC regulations. Every fact shows that Fund #2 was the exclusive idea of Lancaster and he confirms that I knew nothing of it.

9. You and all other courts were deprived of the documented and deposition proof that Lancaster, at the insistence of Terrence de'Ath in London, presented attorney Norman Reynolds with questions as to how each step he took should be done. Every step was first reviewed and advised by counsel. That proof would have entitled a Good-Faith-Reliance defense to be presented at all court proceedings, as in Markowski v. SEC 34 F.3d 99 at 105, *"To establish the defense, defendant is to show he made a complete disclosure, sought advice as to the appropriateness of the challenged conduct, received advice that it was appropriate, and relied on that advice in good faith*". Lancaster did exactly this at every stage of the Lancorp Fund #1.

10. I truly believed the Administrative Settlement resolved any claim between the SEC and me. It has not been explained to me why the law quoted in the settlement documents I relied upon was not in compliance with due process arbitration that requires a response from the SEC rejecting the offer. If case law says I have the right to consider a controversy that I believed no longer existed due to an unopposed settlement which made the case moot, isn't a hearing required to determine if I had a due-process right to findings of fact and conclusions of law to uphold my judgment or set it aside as being deficient

before allowing the SEC to go forward with their claim, and leave me under the impression that I had settled the matter?

In Ash v. Swenson the Supreme Court adopted the rule of collateral estoppel that where *"an issue of ultimate fact has once been determined by a valid and final judgment, that issue cannot again be litigated between the same parties in any future lawsuit"*. The government insists, that you should disregard the form and procedure I relied upon. But that does nothing to reconcile the fraud-on-the-court and due process violations used by government attorneys to obtain the judgment.

Any conviction or judgment obtained by suppression of exculpatory evidence, subornation or fact misrepresentation constitutes fraud-on-the-court and vitiates the conviction or judgment making it as void as if it never existed. Establishing this very fact is the current interlocutory appeal objective.

You may not know, but deserve to know, that I have never been afforded one single hearing I have requested since discovering the new and suppressed evidence. Now I have discovered the same fact information the government has had since 2005. Did you know that I am the only person the government had the federal courts issue an arrest warrant for? I am also the only person who was not given a PR bond after indictments were brought. All others were sent a "summons" to appear for arraignment and released from court that day, on bond. The ability for me to discover defense materials and testimony, or to even acquire a basic understanding of the allegations surrounding events I was ignorant of, was severely prejudiced by the government's objection to bail. My perfect record, of appearing in court while on bail, apparently meant nothing.

How can the government justify the transparent selective prosecution of me, in light of the newly discovered suppressed evidence, which shows that I was singled out for prosecution among many other Megafund investors that were similarly situated? Receiver Quilling and SEC DOE agent Huseman constructed an entirely circumstantial case, hiding the truth from me, from you, and every other officer of the courts. Investigators interposed their theory because no one knew enough of the overall facts to prove their theory to be wrong. At least not until now.

I want you to be aware of the fact that the SEC agents departed from traditional protocol regarding venue. The civil case against me was brought in the Northern District, who would not accept the case for criminal prosecution by that district U.S. Attorney's office, so the SEC agents forum shopped it to the Eastern District, who agreed to indict, but was deprived of all the

Megafund evidence from the Northern District, which made suppression of selected evidence possible. The truth deserves to be allowed on the table for judicial examination.

If, for any reason, you are not inclined to grant a hearing and take testimony from witnesses that can corroborate my discoveries, then I would respectfully ask that you stay this proceeding and render no final decision until the appellate court makes a decision to remand for an evidentiary hearing or new trial.

From a purely legal technical application of the law from your perspective, I am aware that my not receiving a fair trial in the criminal case is a separate matter entirely than the civil case where the SEC has asked you to act based on their claim of me being lawfully "enjoined". However, the fact remains that the criminal case came into being only because of the initial fraud-on-the-civil-court by government agents. No civil or criminal judgment can survive that circumstance. That is reasonable cause to at least postpone this instant matter. Furthermore, I am not an "industry person" situated to abuse a position of public trust. New facts prove I did not solicit or engage in any broker-dealer or investment advisor conduct as alleged, but instead was an "investor" in the Lancorp Fund of 2003 and in the Megafund.

The preponderance of the evidence standard applied to the suppressed evidence, when taken as a whole, places me within the precise situation the Supreme Court described in United States v. Fox 95 US 670, 671 (1877), *"The criminal intent essential to the commission of a public offense must exist when the act complained of is done: it cannot be imputed to a party" (me) "from a subsequent independent transaction"*, (Lancorp Fund #2) and (First National Ban Corp) of whom I knew absolutely nothing.

The attachments are indicative of the exculpatory nature of excerpts of what has been sent to the appellate court.

I found solace in the words of Federal District Judge Adalberto Jordan in U.S. v. Freeman, 11th Dist., 139 F. Supp. 2d 1364 at 1371 where he said, ...*"One must accept the reality that an individual, innocent of the crime charged, may yet be convicted by the jury on legally sufficient evidence. That possibility will exist so long as fallible men and women, rather than angels, administer the criminal justice system."* And quoting Justice Frankfurter in, Winters v. New York 333 US 534, *"Our penal codes are loaded with prohibitions of conduct depending on ascertainment through fallible judges and juries, of a man's intent or motive -- on ascertainment, that is, from without of a man's inner thoughts, feelings, and purposes. Of course, a man runs the risk of having a jury of his peers misjudge him".*

For the personal record, I have made mistakes many times in my career. I have been misled and duped by unethical businessmen, but I have not, nor would I, knowingly do that to anyone. The government was unable to produce a witness who could say that I lied to them. That is because there is not one.

In all sincerity, I ask nothing more than for you to abate any decision while I establish my innocence in the federal courts, which I am now doing. The SEC and the public will suffer no risk during this time if you defer your decision, or decide not to decide. Your review of the Affidavits already on file with you, of Shinder Gangar dated February 18, 2014 and November 9, 2013, and the insurance documents attached to the Affidavit of Rev. Larry Frank dated January 24, 2014, collectively reflect direct knowledge, not hearsay or speculation, and will clarify all the misplacement of guilt presented to the courts by government agents. The truth will become self-evident.

Respectfully,

Gary L. McDuff

ENCLOSURES:

1. Formal, Constructive and Public Notice from MexBank CFO Adolfo Noriega to SEC dated 04/26/2006
2. March 21, 2005 fax to Norman Reynolds from Gary Lancaster

MexBank S.A. de C.V.
World Trade Center
Montecito 38, Piso 39 Ofic 34
Col. Napoles, C.P. 03810
Mexico, DF
Adolfo Noriega, Chief Operations Officer
Compliance-Department

4/26/2006 C.E.

1. Merchant-Steven Renner
   Cash Cards International, LLC
   250 Second Avenue South, #145
   Minneapolis, Minnesota 55401
   Fax (612) 332-6032

2. Merchant-Sean Shiff
   Skolnick & Associates, P.A.
   527 Marquette Avenue South
   2100 Rand Tower
   Minneapolis, Minnesota 55402
   Fax (612) 677-7601

3. Merchant-Julia W. Huseman
   c/o "U.S. Securities and Exchange Commission"
   801 Cherry Street, 19th Floor
   Fort Worth, Texas 76106
   Fax (817) 978-4927

4. Merchant-Commissioners: Christopher Cox, Cynthia A. Glassman, Paul S. Atkins, Roel C. Campos and Annette L. Nazareth
   c/o "U.S. Securities and Exchange Commission"
   801 Cherry Street, 19th Floor
   Fort Worth, Texas 76106
   Fax (817) 978-4927

Dear Merchants: Steve Renner, Sean Shiff, Skolnick & Associates, Julia W. Huseman, Christopher Cox, Cynthia A. Glassman, Paul S. Atkins, Roel C. Campos and Annette L. Nazareth and To Whom It May Concern:

Formal, Constructive and Public Notice to the above listed people and entities of intent to protect our rights against criminal and civil injury.

For the Record:

Comes Now Adolfo Noriega, Sui Juris, Appearing Specially, Not Generally Or Voluntarily for MexBank S.A. de C.V. [hereinafter MexBank], responding to the alleged Subpoena duces tecum served by merchant-Julia W. Huseman upon Merchant-Steve Renner of

Cash Cards International, LLC and disputing jurisdiction of the Case and alleged Subpoena. In support, I state the following:

On April 6, 2006 C.E. MexBank received a an email from Merchant-Sean Shiff containing a copy of a document entitled "SUBPOENA" entitled "In the Matter of Megafund, Corp. [FWQ-2975]" served upon Cash Cards International, LLC by a merchant-"Julia W. Huseman, claiming to be of the "U.S. Securities and Exchange Commission" ordering Custodian of Records Cash Cards International to turn over the records of accounts wherein monies were sent to MexBank SA de CV in Mexico. The "Subpoena" states, "YOU MUST PRODUCE everything specified in the Attachment to this subpoena to officers of the Securities and Exchange Commission, at the place, date and time specified below. 801 Cherry Street, Suite 1900, Fort Worth, Texas, on Wednesday, April 19, 2006, at 5:00 p.m." Further, the document states "FEDERAL LAW REQUIRES YOU TO COMPLY WITH THIS SUBPOENA. Failure to comply may subject you to a fine and/or imprisonment." This document is signed by merchant-Julia W. Huseman and is dated "April 5, 2006." Further, in the page titled Exhibit "A" it states,

"Please produce certain documents related to accounts held in the following names:

1. CIG Ltd.
2. Cilak International
3. Megafund Corporation
4. Sarduakar Holding
5. MexBank
6. People's Avenger Fund
7. The Avenger Fund

Further it states, "please produce the following for each account:

a. Account statements, including interim account statements for the current month, for the period October 2002 through the present.
b. Documents reflecting the current account balance
c. All letters of instruction, including, without limitation, wire transfer instructions
d. Copies of all incoming and outgoing wire transfers
e. Copies of all deposits"

The listed-persons supra have full knowledge of the following facts and share culpability:

The facts bear out that the above referenced "SUBPOENA" is fatally flawed and is intended to cause us injury. Therefore, in the interest of right-ruling we shall address the flaws so

that you can correct these issues before voluntarily violating our rights as you are requested to do by the "U.S. Securities and Exchange Commission [hereinafter SEC].

Inasmuch as merchants-Shiff and Huseman are alleged "officers of the court," and along with the Commissioners of the SEC, Cash Cards International, LLC and merchant-Renner having hired these "officers of the court" each and every party hereto mentioned have full knowledge and foreknowledge that:

This alleged "SUBPOENA" is just what it implies, a subpoena is not a "Subpoena duces tecum" and, therefore, it does not subpoena-records. Many attorneys and government agents use this tactic to confuse and scare the unsuspecting public into giving up their records and when challenged later the merchant-judge responds saying similar words to the effect that "Ignorance of the Law is no excuse. You should have made the party serve you a Subpoena duces tecum." Merchants-Steve Renner [hereinafter Renner], Sean Shiff [hereinafter Shiff] and Julia W. Huseman [hereinafter Huseman] know full well of these facts yet proceed to injure us by agreeing to hand over private documentation in violation of our right to privacy.

This "SUBPOENA" does not specify the type of "Law" that is to be used and the jurisdiction. The officers and agents of this tribunal know that there are many types of "Law" implied, those being: Absolute law, Adjective law, Administrative law, **Admiralty law**, law of Arms, **Bankruptcy Act, Canon law, Case law**, Civil law, Commercial law, Common law, Conclusion of law, Constitutional law, Consuetudinary law, Conventional law, Criminal law, Customary law, Divine law, Ecclesiastical law, Edict, Enabling statute, Enacted law, **Equity law**, Federal law, **Forest law**, General law, Imperative law, Internal law, International law, Law arbitrary, law of Citations, law of Evidence, law of Marque, laws of Oleron, law of the Road, Local law, Maritime law, Martial law, Mercantile law, Military law, Moral law, Municipal law, Natural law, Ordinance, Organic law, Parliamentary law, Penal law, Permanent law, Positive law, Private law, Probate, Procedural law, Prospective law, Public law, Remedial law, Retrospective law, **Revenue law**, Roman law, Special law, law of the Staple, **State law, Statute law**, Substantive law, Sumptuary law, Tacit law, **Tax Law**, Unwritten law, or **Written law**? It only states "FEDERAL LAW REQUIRES YOU TO COMPLY WITH THIS SUBPOENA." It is a fact that each type of law would require a different approach

You do not specify any wrongdoing by MexBank whatsoever nor whether the investigation would lead to charges, or precisely why you require these documents.

As an institution MexBank is entitled to demand and receive a valid "order" from a court having proper jurisdiction over the subject-matter before permitting the release of any customer or member-records. The information sought is clearly "privileged and protected" pursuant to Rule 45, Federal Rules of Civil Procedure, Parts C & D:, and you have not presented or established any nexus whatsoever between MexBank and the "parties" named in the document titled "SUBPOENA" reflecting the reference "In the Matter of Megafund, Corp. [FW-2975]." You have not established that MexBank or any of its customers are a "party" or "officer" that has ever acted with or "exercised any degree of control" over any party named in the document, other than itself.

Any "Custodian" entrusted with MexBank-customer-records is bound by the same level of care and liability as MexBank-itself. You do not meet the U.S. Code Title 12 Chapter 3405 required "reasonable specificity" as to why these records are sought, or why Cash Cards International a Nevis based corporation is required to produce such records without the SEC following the applicable rules of International Law which require the SEC to seek permission from the Nevis-government, through the "U.S. State Department," to compel "Cash Cards International" via a Nevis-court having proper jurisdiction to produce such records. Through rhetorical sophistry the officers and agents of the SEC are using threats in an attempt to beguile "Cash Cards International" into a conspiracy with them to violate International-Law, American Constitutional Law and the Common Law.

There is no official seal on the document showing official authority; in other words, there is no official raised seal on the document.

Merchant-Julia W. Huseman is allegedly an "officer of the court." Since she is acting as an "officer of the court," as it were, then by issuing a "Subpoena" the court becomes a self-initiating business and violates the separation of powers mandate of the Constitution for the United States of America.

Merchant-Shiff is representing merchant-Renner of Cash Cards International, LLC and Cash Cards International, LLC and he has recommended that the records be turned over to merchant-Huseman knowing that the "Subpoena" has fatal flaws. Merchant-Shiff is an "officer of the court" and, therefore, a government officer/agent. Merchant-Shiff knows

that Cash Cards International, LLC is an international business with its legal sitis located in Nevis, St. Kitts, therefore, this is an issue of international law.

Since it is apparent that you are committing a tort-action against us, we are sure that you, merchants-Huseman and Shiff, are bonded; however, you neglected to supply your bond-number, the bond-amount and the underwriter for your bond.

There is no "Seal of the Court of competent jurisdiction" on the document supporting that it is an official document.

Shiff is a law-merchant, see "Uniform Commercial Code §2-104(1), "**Merchant**" means a person who deals in goods of the kind or otherwise by his occupation holds himself out as having knowledge or skill peculiar to the practices or goods involved in the transaction or to whom such knowledge or skill may be attributed by his employment of an agent or broker or other intermediary who by his occupation holds himself out as having such knowledge or skill." Thus, when merchant-Renner and merchant-Cash Cards International, LLC hired merchant-Shiff he and it each became a law-merchant. Merchant-Shiff has informed us that he intends to hand over the materials on 4-26-06 to merchant-Huseman. Merchant-Shiff holds the responsibility of giving "legal advice" and receiving remuneration for it. He knows that the "SUBPOENA" is without merit and fatally flawed. Merchant-Shiff has a vested interest in this action inasmuch as he receives a remuneration from merchants-Renner and Cash Cards International, LLC. Further, as an "officer of the court" he has foreknowledge that he is acting in violation of the rights of the parties involved; therefore, he is culpable in this action.

Merchant-Shiff by his own testimony is a government agent. When merchant-Renner and Cash Cards International, LLC hired merchant-Shiff to represent them they became government agents, see U. C. C. §2-104(1) ibid, and engaged in an action between merchants, see U. C. C. §2-104(3). When we contracted with merchant-Renner and Cash Cards International, LLC we were lead to believe that merchant-Renner and Cash Cards International, LLC were reputable, honorable, had integrity and respected the privacy rights of those doing business with them. To our best knowledge, information and belief the organization known as the "U.S. Securities and Exchange Commission" has filed no criminal charges against any one to in this case and all civil charges are based upon fatally flawed subpoenas used to gather information using a witch-hunt-scenario, and no guilty plea or verdict has been rendered and adjudicated in a court of competent jurisdiction to

legally establish any wrongdoing by the Megafund Corporation, et al. This creates a vested interest in the Commissioners, officers and agents of the "SEC" to prosecute someone in order not to lose face and to look credible. In other words, fraud is the vehicle being used to undermine the contractual agreements and privacy rights of the ones doing business with merchant-Renner and Cash Cards International, LLC.

Since merchant-Renner and Cash Cards International, LLC have both become government agents and it is apparent that you both are committing a tort-action against MexBank, we are sure that you both are bonded; however, you neglected to supply your bond-number, the bond-amount and the underwriter for your bond.

Two witnesses talked to merchant-Shiff, those being Gary Lynn McDuff [hereinafter McDuff] and Austin Gary Cooper [hereinafter Cooper]. Merchant-Shiff told Mr. McDuff, "An attorney can issue a Subpoena and it is just as binding as if it was issued by the court, and if the served party does not obey the attorney can have that party held responsible for contempt, because an attorney is an officer of the court. I have done this myself in the past," he said, and he went on to say; "in the past only a judge could issue a valid subpoena, but the process was too slow so the court allowed attorneys to do it themselves." I said "So does that mean you are working with the SEC on this?" He said "no" but refused to clarify why he was adamant for Mr. Renner to violate the privacy rights of others. Mr. McDuff has informed us that he will write an affidavit to support these statements by merchant-Shiff.

When Mr. Cooper talked to merchant-Shiff he informed Shiff that the document entitled subpoena has fatal flaws. He went into the flaws herein listed and merchant-Shiff replied that he did not understand. Merchant-Shiff also told Mr. Cooper that "Attorneys can write subpoenas and the parties are required to appear." Mr. Cooper stated that there must be an "order of the court of competent jurisdiction" and merchant-Shiff said, "That is not true, we do it all the time." Mr. Cooper informed merchant-Shiff that he was a government agent and merchant-Shiff said, "What does that have to do with it." Mr. Cooper has informed us that he will write an affidavit to support these statements by merchant-Shiff.

Merchants-SEC and Huseman have not served us with any documentation. They both know that we are held in strict compliance with International Law and know beforehand that the fraudulent serving of documentation to violate privacy rights would require a proper investigation and "Order of the Court of competent jurisdiction." Then we would,

without hesitation, deliver the records and funds over to them. By circumventing these proper and lawful procedures merchants-SEC and Huseman give evidence to their fraud and other criminal activities involving this case and issue.

MexBank extended an offer to pay the legal fees associated with Cash Cards International defending the "privileged" and "protected matter" that MexBank must protect unless or until a valid order of a court having proper jurisdiction is obtained, Cash Cards International declined the offer and sided with merchant-Shiff and the SEC to violate applicable procedural rules of law and the protection provided therein for the rights of Mexbank to assert its objections. This has established a clearly defined "Tort" where the Commissioners, officers and agents of the SEC, Cash Cards International, LLC, Steve Renner, Skolnick & Associates, P.A. and merchant-Shiff are jointly injuring MexBank;-

"When more than one aggressor has contributed to a tort, generally the plaintiffs join the defendants together in one suit ("joinder"). However, this should not be allowed to override principle or rights or the original common-law rule of joinder. Defendants can be compulsorily joined only when all the parties acted in concert in a joint tortious enterprise.

In the case of truly joint torts, it also makes sense to have each of the joint aggressors equally liable for the entire amount of the damages. If it were otherwise, each criminal could dilute his own liability in advance by simply adding more criminals to their joint enterprise. Hence, since the action of all the aggressors was in concert, the tort was truly joint, so that

"all coming to do an unlawful act and of one part, the act of one is the act of the same part being present." Each was therefore liable for the entire damage done, although one might have battered the plaintiff, while another imprisoned him, and a third stole his silver buttons. All might be joined as defendants in the same action at law. [92] Prossser, Law of Torts, p.291, Also see, ibid., pp.293 ff."

MexBank has had to rely upon the person known as Gary McDuff (hereinafter McDuff) for information related to this SEC inquiry. McDuff is not a "control person" or shareholder, officer, record-keeper, or representative of MexBank SA de CV in any capacity. He has no authority, signatory or otherwise, over any MexBank-accounts or operations. He is a representative of a Belize based corporation, 100% owned by a Belize-Citizen that has a 1% equity-ownership in MexBank SA de CV. Acting for that owner, McDuff has presented MexBank with international corporate customers from time to time. McDuff has never been authorized to keep or safeguard any MexBank-files or

records. Mexican law requires MexBank to maintain its own files and records in Mexico. We have given McDuff no records of the accounts it appears the SEC is seeking for its unlawful purposes. MexBank does not now hold, or ever held, an account in McDuff's-name, or in any other name reflecting McDuff as an authorized sole or joint signatory thereto.

MexBank has been denied the most basic procedures of international banking-rules which provide for MexBank to be formally presented with sufficient evidence that an account holder of MexBank is the subject of an investigation and certain funds received by them are in question. Upon receipt of such a request, properly validated, MexBank is required to place a hold on those funds, provided those funds are in the subject-account, pending a final disposition-order rendered by the court that heard and tried the merits of the case, resulting in a finding of guilt against the MexBank-customer. Whereupon, MexBank would deliver the funds to the court. MexBank has been denied its right to this remedy by the parties listed on page one of this Notice as 1., 2., 3., & 4.

Please respond within ten (10) days so that we can get this matter cleared up or we will conclude and evidence will bear that you do not have jurisdiction and we will close this issue. Failure to object timely means you have waived the objection.

Hence, if you, merchants-Renner, Cash Cards International, LLC, Skolnick & Associates, P.A. and Shiff or your officers, agents, brokers or intermediaries give our private information to merchant-Huseman or any officer, agent, broker or intermediary of Huseman or the entity known as the "U.S. Securities and Exchange Commission" or the corporate United States of America without proper procedures we shall file a civil suit against you in the World Court and criminal charges in the International Criminal Court and proceed with this non-judicial lien-process.

Govern Yourselves Accordingly.

Adolfo Noriega for MexBank SA de CV

Avouchment

I, Adolfo Noriega for MexBank, do hereby avow that the foregoing "Notice and Demand for Clarification" is true, accurate and correct to the best of my knowledge, information and belief.

Adolfo Noriega for MexBank SA de CV

Mexico-Country :
: asv.
Mexico-City :

Certificate of Service and Interested Parties

I Hereby Certify that the foregoing "Notice and Demand for Clarification" was sent by fax and mail delivery by carrier on this- : 26th day of April 2006 Current Era to the following:

1. Merchant-Steven Renner
   Cash Cards International, LLC
   250 Second Avenue South, #145
   Minneapolis, Minnesota 55401
   Fax (612) 332-6032 (Fax)

2. Merchant-Skolnick & Associates, P.A.
   Attn: merchant-Sean Shiff
   527 Marquette Avenue South
   2100 Rand Tower
   Minneapolis, Minnesota 55402
   Fax (612) 677-7601

3. Merchant-Julia W. Huseman
   c/o "U.S. Securities and Exchange Commission"
   801 Cherry Street, 19th Floor
   Fort Worth. Texas 76106
   Fax (817) 978-4927

4. Merchant-Commissioners: Christopher Cox, Cynthia A. Glassman, Paul S. Atkins, Roel C. Campos and Annette L. Nazareth
   c/o "U.S. Securities and Exchange Commission"
   801 Cherry Street, 19th Floor
   Fort Worth, Texas 76106
   Fax (817) 978-4927

Adolfo Noriega for MexBank SA de CV

Norman Reynolds

From: Lancorp Financial Group [redacted]
Sent: Monday, March 21, 2005 5:16 PM
To: Norman Reynolds
Subject: Lancorp Financial Group LLC

Hi Norman!

I wanted to thank you for taking the time to evaluate the proposed business transaction during our conference call last week.

I am expecting to receive the first earnings distribution on Wednesday of this week which will result in your outstanding bill being taken care of.

I wanted to reaffirm that the scenario that was discussed, in your opinion, does not represent an illegal transaction of any kind or that it in any way would violate US security laws.

A recap of the scenario is as follows:

Lancorp Financial Group LLC (LFG) executed in December of 2004 a cash management agreement with the Lancorp Financial Fund (LFF) to provide the investment management activity on behalf of the Fund. That agreement stipulates that LFG will pay up to 22% (apr) to LFF per quarter predicated on the actual earnings.

LFG has entered into an investment agreement with Megafund to execute the investment transactions.

LFG has entered into a joint venture agreement with Mexbank whereby Mexbank provides referrals of investors who are directed to LFG to place their funds into LFF. As compensation for those referrals, a percentage of the earnings paid to LFG by Megafund on the funds of the referred investors, are paid directly to Mexbank.

Assuming that things progress and are executed as is expected, I look forward to arranging a time to meet with you during your stay in San Diego. I have other business contacts there and will be traveling there further those relationships.

Best Regards,

Gary