

Plain Statement of Facts

A matter must be expressed for being resolved. In commerce truth is sovereign. Truth is expressed in the form of an Affidavit.

An Affidavit not rebutted stands as Truth in Commerce. An Affidavit not rebutted after thirty (30) days becomes the Judgment in Commerce. A Truth Affidavit, under commercial law can only be satisfied: by Truth Affidavit rebuttal, by payment, by agreement, by resolution or by Common Law rules by Jury.

Me, Myself and I the Secured Party, am expressing truth by this Verified Declaration in the Nature for an Affidavit of Truth in Commerce and Contract by Waiver for Tort presented by Me Gilbert-Frank: Filko a living soul, *Sui Juris*, the Secured Party for the United states of America Republic, Original Common Law Jurisprudence for the New York Republic and United states of America Contracts, treaties and Constitutions, to wit:

1. **Fact:** Me, Myself and I Gilbert-Frank: Filko, the Secured Party, have not seen or been presented with any material fact which demonstrates that the person known as GILBERT FRANK FILKOC is anything other than a fiction without form or substance, and believes that none exists;
2. **Fact:** Me, Myself and I Gilbert-Frank: Filko, taken free from all claims on all property self appraised Value according to UCC § 7-103 and UCC § 9-311(a) 1 in pursuance of Treaty Right protections and Security Agreement along with UCC § 510 Security entitlement with all right of Secured Party of collateral of the Debtor reserving all rights without prejudice UCC § 1-308. This is a notice according to UCC § 1-201 (25) (26) (27). Adjustment of this filing is in accord with UCC § 1-103, UCC § 1-104 and also this action is documented and authorized through Public Policy House Joint Resolution 192 of June 5th 1933. Title IV §401 of the Federal Reserve Act, the Supreme Court confirmation GUARANTY TRUST OF NEW YORK v HENWOOD, et al (1939) and Public Law 73-10. Such action is further confirmed in USC Title XII, Title XXVIII § 1641, 3002 and Foreign Sovereign Immunity Act. Secured Party accepts Debtor's signature in accordance with UCC §§ 1-210 (39) & 3-304. Provided upon request: Security Agreement No GFF-090362-SA the Secured Party, have not seen no been presented with any material fact which demonstrates that by My hereby placing a copyright on the fiction and person known as GILBERT FRANK FILKOC, does anything other than now and hereby make this fiction My private property that cannot be used without My prior written consent and then only under the terms set out in this contract, and believes none exists;
3. **Fact:** Me, Myself and I Gilbert-Frank: Filko the Secured Party, have not seen or been presented with any material fact which demonstrates that My GILBERT FRANK FILKOC is anything other than My perfected security registered by contract with Me and with the Secretary of State of NEW YORK UCC Financing Statement #201801030004572, and the Secretary of State of State of CALIFORNIA UCC Financing Statement # Filing Number: 187625475752 as such for as an continuation statement and is My recorded copyright by this declaration under original common law jurisprudence for one-hundred years and is My private property, the Secured Party for My Estate protection, My Life, My Liberty by this Truth Affidavit of Copyright name pro tunc to the The Fourth Day of the Ninth Month in the Year of Our Lord One Thousand Nine Hundred Eighty of the Living Creator YHWH and believes none exists;
4. **Fact:** Me, Myself and I Gilbert-Frank: Filko the Secured Party, have not seen or been presented with any material fact which demonstrates that using My GILBERT FRANK FILKOC on any document associated in any manner with My Estate or Me, the holder-in-due-course, Secured Party, Exempt from Levy, without My written prior consent is now hereby anything other than strictly forbidden and chargeable against each user and issuer in the amount, the sum certain, for One Million (\$1,000,000.00) Dollars, Gold and Silver Specie, in lawful coinage for the United states of America Republic per user and per derivative thereof, and believes none exists;
5. **Fact:** Me, Myself and I Gilbert-Frank: Filko the Secured Party, have not seen not been presented with any material fact which demonstrates that using My GILBERT FRANK FILKOC for themselves (the issuers or users) or for others for any of M Rights, My private property or any part about My Estate without full disclosure and My written prior consent is now and hereby anything other than strictly forbidden and chargeable per each user and issuer, in the amount of the sum certain for One Million (\$1,000,000.00) Dollars, Gold and Silver Specie in lawful coinage for the United states of/for America Republic as defined under Article I, Section 10 of the Organic Constitution of/for the United state of/for America Republic. Copyright infringement will be assessed at One Million (\$1,000,000.00) Dollars, Gold and Silver specie per each trade-name/trademark used, per each occurrence of use, plus costs for each use, as well as for each and every use of any and all derivatives of and variations in the spelling of GILBERT FRANK FILKOC per using Fiction including any past, present, or future use and believes none exists;
6. **Fact:** Me, Myself and I Gilbert-Frank: Filko the Secured Party, have not seen or been presented with any material fact which demonstrates that using my GILBERT FRANK FILKOC on any document associated in any manner with My Estate or Me, the holder-in-due-course, Secured Party, Exempt from Levy, without My written prior consent is anything other than sufficient evidence for enforcing this agreement/contract and evidence that any and all users and issuers are in full agreement and have accepted this agreement/contract under the condition and terms so stated and set forth herein and is due and payable under the terms and conditions set forth herein by this agreement contract, and believes none exists.

7. **Fact:** Me, Myself and I Gilbert-Frank: Filko the Secured Party is not now, nor has Secured Party ever been, an accommodation party, nor a surety, for the purported Debtor, i.e. "GILBERT FRANK FILKO©" nor for any variations in the spelling of said name, nor for any other juristic person, and is so-indemnified and held harmless by Debtor, i.e. GILBERT FRANK FILKO©, against any and all claims, legal actions, orders, warrants, judgments, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, rights, levies, penalties, damages, interests and expenses whatsoever, both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered by, imposed on and incurred by Debtor for any and every reason, purpose and cause whatsoever.
8. **Fact:** Me, Myself and I Gilbert-Frank: Filko the Secured Party have not seen or been presented with Any material fact which demonstrates that any unauthorized use of My GILBERT FRANK FILKO© is anything other than sufficient cause to enforce the following "Self Executing Contract/Security Agreement in Event of Unauthorized Use," and believes none exists;

Self-Executing Contract/Security Agreement in Event of Unauthorized Use

All rights reserved re the registered name GILBERT FRANK FILKO© and the common-law copyright of the art and proprietary image entitled and appearing as GILBERT FRANK FILKO© - Common-Law Copyright © 1962 by Gilbert-Frank: Filko© as well as each and every derivative of said name and words of art/image, and all variations in the spelling thereof, nunc pro tunc to.

Said common-law name GILBERT FRANK FILKO©, may not be used nor reproduced, neither in whole or in part, nor in any manner whatsoever, without the prior expressed written consent and acknowledgment of Gilbert-Frank: Filko signified by a red-ink signature of Gilbert-Frank: Filko, hereinafter "Beneficial Owner" or "Secured Party."

With the intent of being contractually bond, the person receiving this Copyright Notice, as well as the agent of a person receiving this Copyright Notice, consents and agrees that neither said person nor its/his/her/agent, shall display or otherwise use in any manner, the common-law name GILBERT FRANK FILKO©, nor the common-law copyright described herein, nor any derivatives of, nor any variations in the spelling of GILBERT FRANK FILKO© without the prior written consent and acknowledgment of the Beneficial Owner, signified by the Beneficial Owner's red-ink signature, nunc pro tunc as state above. The Beneficial Owner neither grants, nor implies, nor otherwise gives consent for unauthorized use of GILBERT FRANK FILKO©, in any form whatsoever and all such unauthorized used is strictly prohibited.

Both the person receiving this Copyright Notice and its/his/her agent hereafter jointly and severally "User", consents and agrees that, other than authorized use of each and every use of GILBERT FRANK FILKO© and/or counterfeiting of Beneficial Owner's common-law copyrighted property, contractually binds the User, automatically renders this Copyright Notice a Security Agreement wherein the User is the Debtor and Gilbert-Frank: Filko is the Secured Party, and signifies that User:

1. Grants and pledges the Secured Party a security interest in all of User's assets, land and personal property, as collateral, in the sum certain amount One Thousand (\$1,000.00) minimum, or if such use of GILBERT FRANK FILKO© is for intended gain, of One Million (\$1,000,000.00) Dollars, Gold and Silver Specie in lawful coinage for the United states of America as defined under Article I, Section 10 of the Organic Constitution for/of the United states of America Republic, per each occurrence of use of one or more or all derivatives and variations in the spelling of GILBERT FRANK FILKO©, plus costs, plus triple damages;
2. Authenticates this Security Agreement wherein the User is Debtor and Gilbert-Frank: Filko is Secured Party and wherein the User pledges all of the User's assets, land, consumer goods, farm products, inventory, equipment, money, investments property, commercial tort claims, letter's of credit, letter of credit rights, chattel paper, instruments, deposit accounts, accounts, documents, and general intangibles, and all User's interests in all foregoing property, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, as collateral for securing the User's contractual obligation in favor of Secured Party for User's unauthorized use of Beneficial Owner's common-law copyrighted private property.
3. Consents and agrees with the Secured Party's filing of a UCC-1 Financing Statement in the UCC filing office of the State of New York where the User receives proprietary things and the State where the User was created or born, as well as in any county recorder's office, on which the User is the Debtor and Gilbert-Frank: Filko is the Secured Party and holder-in-due-course; Gilbert-Frank: Filko secures all right in all other property identified in the security Agreement No. GFF-090362-SA between the Secured Party named above evidencing previous value and service given by the Secured Party to the Debtor,
4. Consents and agrees that said UCC-1 Financing Statement described in paragraph (3) is a continuing financing statement, and further consents and agrees with the Secured Party's filing of any continuation statement necessary for maintaining the Secured Party's perfected security interest in all of the User's property and interest in property, pledge as collateral in this Security Agreement and described above in paragraph (2) until User's contractual obligation theretofore incurred has been fully satisfied.
5. Consents and agrees with Secured Party's filing of a UCC-1 Financing Statement as described above in paragraph 3) and (4), as well as the filing of any Security Agreement, as described above in paragraph (2) in the UCC filing office of User's State as well as in New York or any county recorder's officer.

6. Consents and agrees that any and all such filings described in paragraphs (4) and (5) above are not and may not be considered invalid, and that User will defend Secured Party's right under this Self Executing Contract/Security Agreement;
7. Waives all defenses, and;
8. Appoints the Secured Party as the Authorized Representative for the User, effective upon the User's default regarding the User's contractual obligations in favor of the Secured Party, as set forth below under "Payment terms" and "Default Terms", granting the Secured Party full authorization and power for engaging in any and all actions on behalf of the User including but not limited to, authentication of a record on behalf of User, as Secured Party, in the Secured Party's sole discretion, deems appropriate, and User further consents and agrees that this appointment of Secured Party as Authorized Representative for the User's default. Is irrevocable for the duration of the indebtedness and coupled with a security interest.

Additional Terms of Self Executing Contract/ Security Agreement in Event of Unauthorized Use

In Accordance with fees for unauthorized use of GILBERT FRANK FILKO©, as set forth above, the User hereby consents and agrees that the User shall pay the Beneficial Owner/Secured Party all unauthorized use fees within ten (10) days of the date of the User receives the Secured Party's Invoice itemizing said fees.

Default Terms

In the event of non-payment in full of all unauthorized use fees the by the User within ten (10) days of receipt of such Invoice, the User shall be deemed in default and;

- a) All of User's property and interest generally or specifically pledged herein as collateral by the User, as set forth in paragraph (1) and (2) above, immediately becomes subject to disposition by the Secured Party;
- b) The Secured Party is without further action appointed the User's Authorized Representative as set forth in paragraph (8) above, and;
- c) The User consents and agrees that the Secured Party may take possession of, as well as otherwise dispose of said collateral in any manner that the Secured Party, in the sole discretion, deems appropriate, including, but not limited to, sale at auction at any time following the User's default, and without further notice, of any and all of the User's property and interest, described in paragraph (2) above, formerly pledged as collateral by the User, and upon default, becomes the property of the Secured Party, as authorized by this Self Executing Contract/ Security Agreement in Event of Unauthorized User, that the Secured Party, again in the secured Party's sole discretion, deems appropriate.

Terms of Curing Default

Upon event of default, as set forth above under "Default Terms", irrespective of any and all of the User's former property and interest in property, described in paragraph (2) above, in the possession of, as well as disposed of by the Secured Party, as authorized above under "Default Terms", the User may cure the User's default by payment in full, only regarding the remainder of the User's said former property and property interests, formerly pledged as collateral that is neither in the possession of, nor otherwise disposed of, by the Secured Party within twenty (20) days of the date of the User's default.

Terms of Strict Foreclosure

The User's non-payment in full within said twenty (20) day period, of all unauthorized-use fees in such Invoice for curing default as set forth under "Terms for Curing Default", authorizes the Secured Party's immediate non-judicial strict foreclosure on any and all of User's remaining former property and property interest, pledge as collateral by the User, and upon default, property of the Secured Party, which is not in the possession of, otherwise dispose of by the Secured Party upon expiration of said twenty (20) day default-curing period.

Me, Myself and I the Secured Party, am not an expert in the Law, however I do know right from wrong. If any living sentient being that is being unjustly damaged by any statements herein, if he/she will inform Me by facts, I will sincerely make every effort to amend My ways.

Me, Myself and I the Secured Party, hereby reserve the right for amending and making amendments to this document as necessary in order that the truth may be ascertained and its proceeding justly determined.

If any living soul should have information that will controvert and overcome this Declaration, since this is a commercial matter, please advise Me in WRITING by DECLARATION/AFFIDAVIT FORM within ten (10) days from recording hereof, providing Me with your counter Declaration/Affidavit, proving with particularity by stating all requisite actual evidentiary facts and all requisite actual law, and not merely ultimate facts of law conclusions, that this Affidavit by Declaration is substantially and material false sufficiently for changing materially My "Secured Party" status and factual declaration.

TRUTH AFFIDAVIT

Your silence stands as consent, and tacit approval, for the factual declarations here being established as fact as a law matter and this Affidavit by Declaration will stand as final judgment in this matter; and for the sum certain herein stated and will be in full force and effect against all parties, due and payable and enforceable by law.

The criminal penalties for commercial fraud are determined by jury, by the monetary value is set by Me for violation against My rights, for breaching the law, the contract, the Constitution in the sum certain amount as stated herein for dollars specie Gold and Silver coin lawful money for the United states of America as defined by Article I, Section 10 One Million (\$1,000,000.00) Dollars, Gold and Silver Specie per each trade-name/trademark used under the Organic Constitution, by The People for the United states of America Republic and will be due and payable on the eleventh "11th" day or any day thereafter as use occurs after Notice by Me and filing by Me, in the public records for the county of Texas and New York Republics under this declaration.

The Undersigned, Me, Myself and I the Secured Party, holder-in-due-course for original, do herewith declare, state and say that I, Secured Party issue this with sincere intent in truth, that I, Me, the Undersigned Secured Party, am competent by stating the matters set forth herein, that the contents are true, correct, complete and certain, admissible as evidence, reasonable, not misleading and by My best knowledge, by Me undersigned addressee.

Notice for the Agent is Notice for the Principal applies under this notice.

I sign this document on this date, nunc pro tunc, to the date of creation of the fiction GILBERT FRANK FILKO© on the The Fourth Day of the Ninth Month in the Year of Our Lord One Thousand Nine Hundred Eighty of the Living Creator, YHWH.

Addressee with the Autograph signature holder-in-due-course, the Secured Party Without Recourse

Albert Z. Filko

ACKNOWLEDGEMENT

SUBSCRIBED TO AND SWORN before me this _____ Day of _____, A.D. 20 _____
A Notary, that Gilbert-Frank: Filko, personally appeared before me and known to me to be the man whose name subscribed to the within instrument and acknowledged to be the same.

Notary Public
My Commission expires: _____
(SEAL)

SEE ATTACHED NOTARIAL CERTIFICATE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

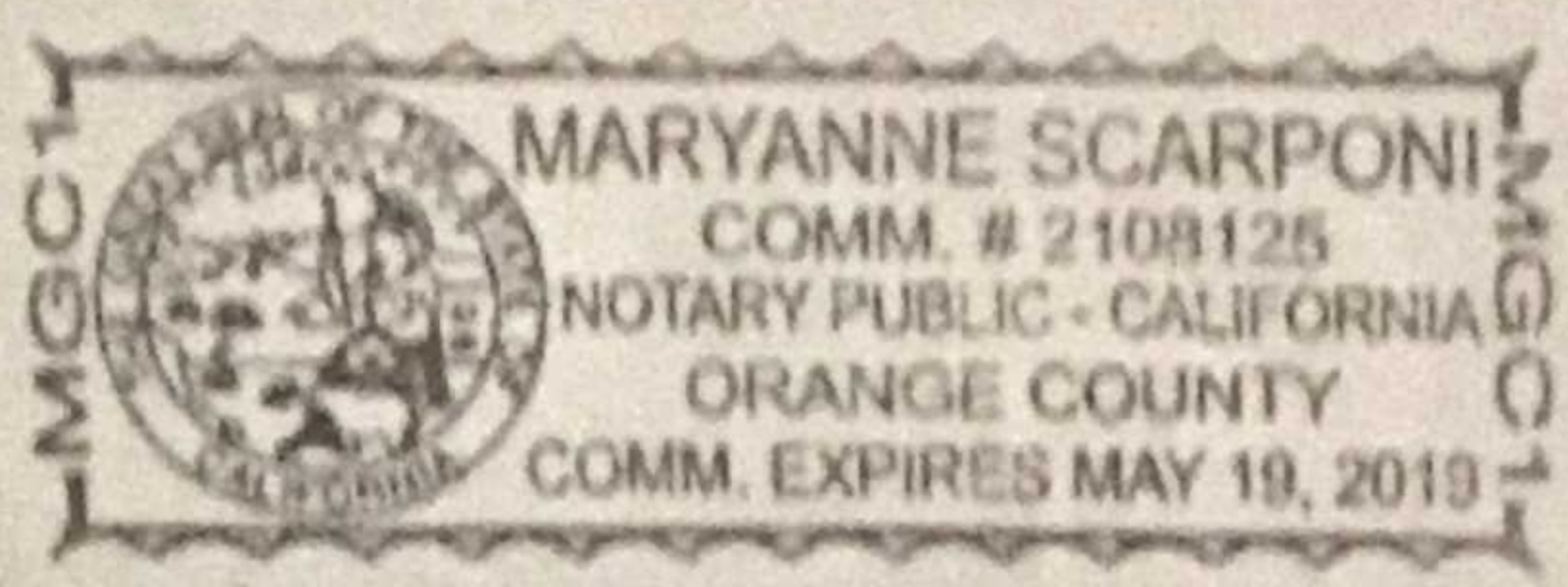
On 4th January 2018 before me, MARYANNE SCARPONI, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared Libert F. Filko
Name(s) of Signer(s)

who proved to me on the basis 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Maryanne Scarponi
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Copyright Notice
Document Date: 1-4-18
Signer(s) Other Than Named Above: _____ Number of Pages: 5

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer - Title(s): _____
 Partner - Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer - Title(s): _____
 Partner - Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: _____