



ANNEXURE 2

andrew.garrett@dynamic-capital-bank.com <andrew.garrett@dynamic-capital-bank.com>

Sent: Monday, October 13, 2025 10:10 PM

To: secretary@rba.gov.au; governor@rba.gov.au; moneylaundering@ag.gov.au; kin.c.yip@citi.com; processservice@agso.gov.au; Elaine Papas <epapas@epapaslaw.com>

Cc: 'Winston John' <wjinternationaltrust@gmail.com>; 'Clark Hills' <clark@gtdepository.com>; enquiry@judiciary.hk; cd@doj.gov.hk; dojinfo@doj.gov.hk; 'Enquiry CEO/CEO' <ceo@ceo.gov.hk>; taxpf@ird.gov.hk; australia@mid.ru; cfo.global@dynamic-capital-bank.com; chairman@privategoldreservebank.com; jenne.garrett-esch@oenoviva-capital-resources.com; pk@sabas.net.au; declan.barnett@privategoldreservebank.com; 'Scott Mitchell' <scott@impactcreative.com.au>; andrewjones@retac-asia.com

Subject: AMG 9118b HCMP-1855-2022; TFM 18788 READY WILLING AND ABLE BANKING PROCEDURE RESERVE BANK OF AUSTRALIA INCLUSIVE OF MT 110 REPEATED

Importance: High

TO: THE RESERVE BANK OF AUSTRALIA
(LIQUIDATOR AND MANAGING CONTROLLER APPOINTED)
(**"THE RBA"**)

ATTN THE ACTING SECRETARY AND THE GOVERNOR
65 MARTIN PLACE, SYDNEY NSW, 2000
Email: secretary@rba.gov.au ; governor@rba.gov.au

TO: CITIBANK N.A. Email: kin.c.yip@citi.com

CC; THE LAW OFFICE OF ELAINE D. PAPAS
ATTN MS ELIANE D. PAPAS ESQ. ATTORNEY AT LAW,
FOR THE BENEFIT OF TIME PRODUCTIONS LLC,
101 WEST 55TH STREET, SUITE 3N,
NEW YORK, NEW YORK 10019, USA
Email: epapas@epapaslaw.com

CC: TIME PRODUCTIONS LLC,
Attn Winston R John Jnr. (**"THE VENDOR"**)
Email: wjinternationaltrust@gmail.com

CC MS. YUNG WAI-YAN
ASSESSOR, PROFITS TAX SECTION
INLAND REVENUE DEPARTMENT
INLAND REVENUE CENTRE
5 CONCORDE ROAD, KAITAK,
KOWLOON, HONG KONG.
Email; taxpf@ird.gov.hk

CC; THE JUDICIAL CLERK TO THE JUDICIAL OFFICER PRESIDING IN HCMP-1855-2022; IN THE MATTER OF THE CROWN (LIQUIDATOR AND MANAGING CONTROLLER APPOINTED)



CC: MR MILTON TANG, FOR JUDICIARY ADMINISTRATOR

CC: EMBASSY OF THE RUSSIAN FEDERATION IN AUSTRALIA
ATTN; FIRST UNDER SECRETARY
ADDRESS: 78 CANBERRA AVENUE, GRIFFITH, ACT 2603
TEL: +61(2) 6295 9033
E: australia@mid.ru

AMG 9118b HCMP-1855-2022; TFM 18788 READY WILLING AND ABLE BANKING PROCEDURE RESERVE BANK OF AUSTRALLIA INCLUSIVE OF MT 110 REPEATED

Dear Acting Secretary, Governor, Mr Yip, Ms Papas,

In good faith the Vendor and purchaser have entered a commercial transaction in accordance with law and we expect our Bankers to their Jobs in accordance with Law.

Received by customs for clearance LOS ANGELES (US), UNITED STATES • Thu 9 Oct, 7.50pm	
Handed back to postal carrier for delivery LOS ANGELES (US), UNITED STATES • Fri 10 Oct, 1.35pm	
Sorted at facility UNITED STATES • Mon 13 Oct, 5.36am	
<input type="checkbox"/> It's coming today	
<input type="checkbox"/> Delivered	
EXPECTED ARRIVAL Dates can't be calculated	

Details

Tracking number
EJ343097755AU



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1. I do not accept the contention that Citibank N.A. is limited in its duty to dematerialise value by receiving messages through SWIFT; I remain ready willing and able to provide any due diligence that Citibank may require.
2. I also do not accept that transmission of vale must be accompanied by on screen validation in circumstances where the RBA has not acceded to my demands for my access codes:



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MONDAY, 10 JUNE 2024

TO; RESERVE BANK OF AUSTRALIA
(LIQUIDATOR AND MANAGING CONTROLLER APPOINTED) ("The RBA")
ATTN GOVERNOR BULLOCK AND ACTING SECRETARY NORMAN,
65 MARTIN PLACE,
SYDNEY, NSW, 2000
Email; governor@rba.gov.au ; secretary@rba.gov.au

AMG 8109; HCMP-1855-2022; NSD-741-2023; DCCRM-0073-2019; ORDER TO FACILITATE MANUAL DOWNLOADS OF STORED VALUE AND ORDER TO PROVIDE DEPOSITORY ACCESS NUMBERS ("DANs"), PRIMARY ACCOUNT ACCESS NUMBERS ("PANs") AND SECONDARY/ INTEGRATED CLIENT/ RUNNING BALANCE ACCOUNT NUMBERS ("SANs")

Dear GOVERNOR BULLOCK AND ACTING SECRETARY NORMAN, MARK NORMAN KC,
I act for the King.

So that That the Receiving Banks as Beneficiary Account Holders in respect to Commercial and Public Interest Agreements executed and/or endorsed by me are able to access the relevant Primary and Secondary Accounts that I am the authorised signatory to I once again request the DANs, PANs and SANs of all accounts related to me including those accounts held by legal personal entities that are the subject of my appointment as Liquidator and Managing Controller to which of course will include the Crown (Liquidator and Managing Controller Appointed) Globally ("The Crown"), the Bank of England (Liquidator and Managing Controller Appointed) and the Reserve Bank of Australia (Liquidator and Managing Controller Appointed), amongst so many others, I imagine there will be tens of thousands of accounts of agencies and public office holders in respect to the administration of the Crown globally, not just here in Australia.

You will recall that I have served upon you Tender Bundles # 1-19, amongst other evidentiary materials, that were filed and served in NSD-741-2023 for consideration also in DCCRM-0073-2019 and HCMP-1855-2022; IN THE MATTER OF THE CROWN (LIQUIDATOR AND MANAGING CONTROLLER APPOINTED) and vice versa.

Further to my instructions to the RBA dated Thursday 9th October at 6.53 pm (**AMG 9i18** copied below) I provide an excerpt of the Exhibit Marked as **AMG 9107c** being my Ready Willing Able Instructions to you also dated 9th October 2025 that was attached to AMG 9118.

I have copied Ms Yung of the Department of Inland Revenue of SAR Hong Kong and the Judicial Officer Presiding as it relates to enforcement proceedings against



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the RBA currently listed in the Honourable High Court of Hong Kong (“the Main Proceedings”).

For your benefit and that of Citibank I have attached a copy of an excerpt of the Exhibit marked as **AMG 9107a** being the Purchase Order that initiated this transaction that attaches My Client Information Statement and AML/CTF business Profile, Passports Divers License etc.

Please also note attached updated Sender AML/CTF Profile (Exhibit **AMG 9088** for GSP Banco (Australia) Treasury Working Capital Trust trading as Dynamic Capital Bank, Private Gold Reserve Bank, OenoViva Capital Resources, GSP Banco (Australia)) that was established on the 29th August 2024 when I first notified AUSTRAC of the Cross Border movement of €50,000,000,000.00 (Fifty Billion Euro) per the exhibit produced and marked as **AMG 8243**.

The purpose of this communique is to ensure compliance by the RBA with the *Treasury Laws Amendment (Reserve Bank Reforms) Act 2024*, No. 96, 2024

Division 2—Overarching objective and functions and powers of the Bank

8AA Overarching objective of the Bank

(1) The overarching objective of the Bank is to promote the economic prosperity and welfare of the people of Australia both now and into the future.

(2) The Bank must perform its functions and exercise its powers in a way that achieves the Bank’s overarching objective.

(3) Subsection (2) has effect subject to any other law of the Commonwealth conferring functions or powers on the Bank.

8AB Functions of the Bank

The Bank has the functions conferred on the Bank by this Act or by any other law of the Commonwealth.

Note: The Bank’s functions conferred by this Act include being Australia’s central bank (see section 26), issuing Australian notes (see section 34) and contributing to the stability of Australia’s financial system (see section 45).

I refer to the Exhibit produced and marked as **AMG 9054** filed and served in the Victorian Supreme Court relating to the duties of Banks to dematerialise value and note that The Federation of Russia and the United States of America, as Licensor to Citibank North America, are signatory to the UNCITRAL Convention on Bills of Exchange and Promissory Notes binding Citibank to that Treaty.....Australia is not a signatory to that convention due to the corrupt practices of successive Australian Governments though remains bound under the principles of that treaty pursuant to being bound by signature under successive Australian Treaties and Domestic Enactments to **Resolution 2200A (XXI)** of 16 December 1966, **Resolution 2205 (XXI)** of 17 December 1966, **Resolution 52/158**; Model Law on Cross-Border Insolvency of the United Nations Commission on International Trade Law (“The Model Law”) of the United Nations General Assembly and Resolution 68/107. Revision of the Guide to Enactment of the Model Law on Cross-



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Border Insolvency and part four of the Legislative Guide on Insolvency Law of the United Nations Commission on International Trade Law as adopted by the General Assembly on 16th December 2013 amongst other applicable law.

No Public Official representing Australia has disputed the law applied in **AMG 9054** and the statutory obligation of Citibank to dematerialise value of the Cheques that are pending delivery to the law office of Eliane D Papas excerpts as follows.

C. Definitions Applicable to This Matter

4. For the purposes of this affidavit, and in accordance with the Charter of the United Nations Act 1945 (AU) ("**COTUNA**"), the Suppression of Terrorism Financing Act 2002 (AU), and the United Nations Convention Against Corruption 2003 (AU Treaty Series No 2) ("**UNCAC**"), the following definitions apply:

- **Asset** means:

(a) an asset of any kind or property of any kind, whether tangible or intangible, movable or immovable, however acquired; and

(b) a legal document or instrument in any form, including electronic or digital, evidencing title to, or interest in, such an asset or such property, including, but not limited to, bank credits, travellers cheques, bank cheques, money orders, shares, securities, bonds, debt instruments, drafts and letters of credit.

- **Funds** means:

(a) property and assets of every kind, whether tangible or intangible, movable or immovable, however acquired; and

(b) legal documents or instruments in any form, including electronic or digital, evidencing title to, or interest in, such property or assets, including, but not limited to, bank credits, travellers' cheques, bank cheques, money orders, shares, securities, bonds, debt instruments, drafts and letters of credit.

- **Public official** means:

(i) any person holding a legislative, executive, administrative or judicial office of a State Party, whether appointed or elected, whether permanent or temporary, whether paid or unpaid, irrespective of that person's seniority;

(ii) any other person who performs a public function, including for a public agency or public enterprise, or provides a public service, as defined in the domestic law of the State Party;

(iii) any other person defined as a "public official" in the domestic law of a State Party.

- **Property** means assets of every kind, whether corporeal or incorporeal, movable or immovable, tangible or intangible, and legal documents or instruments evidencing title to or interest in such assets.

- **Proceeds of crime** means any property derived from or obtained, directly or indirectly, through the commission of an offence.



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- **Freezing or seizure** means temporarily prohibiting the transfer, conversion, disposition or movement of property or temporarily assuming custody or control of property by court order.
- **Confiscation** means the permanent deprivation of property by order of a court or other competent authority.
- **Predicate offence** means any offence as a result of which proceeds have been generated that may become the subject of an offence as defined in article 23 of the UNCAC.

E. Presumption of Good Faith and Uniform Commercial Certainty

12. *Presumption of Good Faith: The Act, consistent with common law, presumes that a holder in possession took the instrument for value and in good faith unless proven otherwise. This presumption protects negotiability and market confidence.*

13. *The UNCITRAL Convention and international banking practice reinforce that refusal to honour a matured negotiable instrument without lawful ground constitutes a breach of the duty owed to the holder.*

14. *Any objection to the form of tender must be made at the time of presentment; otherwise, it is deemed waived (see *Stirling Properties v Yerba Pty Ltd* (1987) 74 ACTR 1).*

F. Nature of Bills of Exchange and Cheques as Negotiable Instruments as Cash Instruments

15. *A Bill of Exchange is a cash instrument issued “in the black” and must be treated as cash upon maturity.*

16. *Under s. 8 Bills of Exchange Act 1909 (“the Act”), a Bill of Exchange is an unconditional order in writing to pay a sum certain in money at a determinable future time to the order of a specified person or bearer.*

17. *The Act codifies the common law, confirming that Bills of Exchange and promissory notes are negotiable instruments, conferring guaranteed title upon a good faith purchaser.*

18. *Mercantile custom and case law establish that maturity transforms the bill from a credit instrument into an immediately payable obligation, equivalent in commercial effect to cash*

19. *Once a Bill of Exchange reaches maturity, the obligation is due and payable. At that point, the holder’s position is akin to a depositor with a right to immediate payment in legal currency.*

20. *Courts have recognised that negotiable instruments, once matured and dishonoured without lawful excuse, entitle the holder to sue for the debt as a money demand.*

21. *Where the paying bank holds the account in which the proceeds are to be credited, the bank is under a contractual and statutory duty to effect payment without unreasonable delay.*

22. *In *Sibora SNC v SIP (Industrial Products) Ltd* [1976] 1 Lloyd’s Rep 271, Sachs LJ stated at 278–279:*

“Any erosion of the certainties of the Application by our Courts of the Law Merchant relating to bills of exchange is likely to work to the detriment of this country, which depends



on International Trade to a degree that needs no emphasis. For some generations one of those certainties has been that the bona fide holder for the value of a bill of exchange is entitled, save in truly exceptional circumstances, on its maturity to have it treated as cash."

23. In the same judgment, Stephenson LJ stated (at 278):

"Bills of exchange are treated as cash..."

24. A Bill of Exchange is legal tender in commercial law and is representative of a contract: "every bill of exchange or promissory note, every security for money, and every other contract, agreement, deed, instrument, transaction, dealing, matter or thing relating to money, or involving the payment of, or a liability to pay, money," can be an asset and thus "valuable consideration".

25. The contract embodied in a Bill of Exchange is itself an asset of value and is therefore "valuable consideration" under the Act.

26. Conrick, *Laws of Negotiable Instruments in Australia*, s 2.2, confirms that in business transactions a bill is taken as akin to legal tender.

27. The *Atkins Encyclopaedia of Court Forms in Civil Proceedings* (2nd Ed, Vol 6(1), p. 271, para 239) states:

"A cheque is the equivalent of cash, so in an action on a bill of exchange a crossclaim for unliquidated damages cannot amount to a defence of set-off even if it was based on the transaction on which the bill was given."

28. Under s 30 of the Bills of Exchange Act 1882 (UK), every holder of an instrument, except the payee, is prima facie deemed to be a holder in due course.

29. Under s 27 of the same Act, where value has at any time been given, the holder is deemed to be a holder for value as regards the acceptor and all parties prior to the giving of value.

30. The burden of proof, if absence of consideration is relied upon, lies upon the defendant and must be specifically pleaded. This defence is available between immediate parties and remote parties where the bill has been transferred intermittently without consideration (*Halsbury's Laws*, 4th ed, 2002, "Bills of Exchange and other Negotiable Instruments").

31. Once it is admitted or proved that the acceptance, issue, or subsequent negotiation of the bill or note is affected by fraud, duress, or illegality, the burden of proof shifts to the holder unless and until they prove that subsequent to the fraud or illegality, value in good faith has been given (*Bills of Exchange Act 1882*, s 30).

32. Fraud must be distinctly alleged and distinctly proved. Where the burden has shifted, the holder must prove that value has been given in good faith and without notice (*Tatum v Haslar* (1889) 23 QBD 345).

33. The only defences to an action on a bill accepted as genuine are:

- a. That it has been obtained by fraud or illegality; or
- b. That there has been a total failure of consideration.



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34. Summary judgment without a stay of execution may be obtained by the drawee of a dishonoured bill (*Nova (Jersey) Knit Ltd v Kammgarn Spinnerrei GmbH* [1977] 2 All ER 463; *Montecchi v Shimco (UK) Ltd* [1979] 1 WLR 1180) if supported by contemporary documents.

35. The standard of proof when fraud is alleged is the civil standard (balance of probabilities), but the court will require stronger evidence to discharge that balance in cases involving allegations of fraud without moral blameworthiness (*Lek v Mathews* [1927] 29 Ll L Rep 141, HL; *Hornal v Neuberger Products Ltd* [1957] 1 QB 247; [1956] 3 All ER 970, CA).

36. The legal authorities supporting this include:

- *Sibora SNC v SIP (Industrial Products) Ltd* [1976] 1 Lloyd's Rep 271, per Sachs LJ and Stephenson LJ (Exhibit B);
- *Conrick, Laws of Negotiable Instruments in Australia*, s 2.2 (Exhibit C);
- *Atkins Encyclopaedia*, Vol 6(1), para 239 (Exhibit D);
- *Bills of Exchange Act 1882 (UK)* ss 27 & 30 (Exhibit E);
- *Halsbury's Laws*, 4th ed, 2002 (Exhibit F).

G. Acceptance, Waiver and Estoppel

37. As set out in *Stirling Properties Ltd v Yerba Pty Ltd* (1987) 74 ACTR 1, if payment by negotiable instrument is tendered and no objection is raised at the time of receipt, any objection to its form is deemed waived.

38. In *Westeq v Challenger Mining Corp Ltd* (1988) 13 ACLR 627, the Court recognised that a creditor may be estopped from objecting to a form of tender if to do so would secure an unconscionable advantage.

H. Tender and Discharge

39. The principle in *Australian Mid-Eastern Club Ltd v Yassim* (1989) 1 ASCR 399 and *Norton v Ellam* (1837) 2 M & W 461 is that a valid tender at maturity, coupled with readiness to complete payment, discharges the obligor's duty.

40. A refusal to accept such tender prevents the obligee from claiming breach or enforcing additional interest or costs (*Graham v Seal* (1918) 88 LJ Ch 31).

I. Banking Duties & Dematerialisation

41. Banks come into frequent contact with Bills of Exchange and promissory notes. As paying banks, they have defined functions to perform in relation to bills accepted as payable, and notes made payable, at a bank.

42. The duty of a paying bank extends to paying domiciled acceptances — that is, bills accepted by a customer and made payable at the customer's bank.

43. In *Kymer v Laurie* (1849) 18 LJC 218, it was held that domiciling a bill at a bank authorises the bank to pay on due presentation, even if there are insufficient funds in the customer's account.



44. *The wrongful dishonour of a bill payable at a bank attracts the same liability for damages as the wrongful dishonour of a cheque (Troedel v Colonial Bank of Australasia (1870) 1 AJR 99— Exhibit I).*

45. *Banks have contractual and common law duties to pay domiciled acceptances and avoid wrongful dishonour.*

46. *These duties include dematerialising the value of a negotiable instrument, crediting it to the client's account, and notifying the central bank system.*

47. *Upon crediting, the asset becomes the property of the bank and must be entered in the bank's accounts as cash; such instruments are often bundled and traded.*

48. *The 2003 Review of the Bills of Exchange Act 1909 (AU) ("ANNEXURE") emphasised the movement toward dematerialisation — converting paper bills into electronic value entries — to modernise settlement without altering the legal status of the asset preserving the negotiable status of bills.*

49. *A bank officer, upon presentment of a matured Bill, where the paying bank is also the holder's banker, it is under a duty, both contractual and statutory, must act in good faith to:*

- a. *Verify the validity and maturity of the Bill of Exchange;*
- b. *Dematerialise the value by converting the physical instrument into an on-screen credit entry;*
- c. *Enter that value into the holder's account as an immediately available balance; and*
- d. *Notify the central bank settlement server (through the national clearing and settlement system) that such value exists in the client's account.*

50. *This dematerialisation obligation accords with the recommendations of the National Competition Policy Review of the Bills of Exchange Act 1909 (2003), which urged statutory provision for electronic processing while preserving the negotiable status of bills.*

J. Transfer of Title and Bank's Use of the Asset

51. *Upon crediting the holder's account, the Bill of Exchange (or cheque) becomes the property of the bank by operation of law and banking practice.*

52. *The bank must enter the instrument into its own accounts as cash — an asset of the bank of equivalent value to the amount credited to the customer.*

53. *Such negotiable instruments are then capable of being:*

- a. *Retained as assets on the bank's balance sheet; or*
- b. *Bundled or Aggregated with other instruments into a portfolio or pool, which may be traded in the interbank market, sold to investors, or used as collateral in secured lending arrangements.*

54. *This practice forms part of normal banking operations in both the domestic and international short-term money markets, where bills, cheques, and other negotiable instruments are regularly aggregated and traded as bank paper.*



K. Legal Consequences of Refusal

55. A valid tender at maturity, coupled with readiness to accept payment, discharges the obligor's duty in law.

56. A bank refusing such payment frustrates the contract and cannot claim breach or enforce further charges, interest, or damages (*Norton v Ellam* (1837) 2 M & W 461).

57. Where the bank is also the custodian of the holder's account, its refusal to credit is not merely a civil wrong but may constitute conversion of the instrument's value.

L. Statutory & Treaty Penalties

58. Failure by a bank to dematerialise and credit value to the holder's account may constitute a breach under s 20 of the Charter of the United Nations Act 1945 (AU), attracting a civil penalty of 300% of the face value of the instrument.

59. Where such failure constitutes the withholding or misappropriation of "funds" as defined in COTUNA and the Suppression of Terrorism Financing Act 2002, criminal liability arises under Division 100 of the Criminal Code Act 1995 (AU), including the penalty of lifetime loss of liberty.

60. Upon crediting, the asset becomes the bank's "property" under the United Nations Convention Against Corruption 2003, and its misappropriation engages offences relating to the conversion of property of another.

61. Criminal liability also arises under Division 100 of the Suppression of Terrorism Financing Act 2002 (Cth) (Exhibit J).

M. Equity Priority

62. Section 29 of the Supreme Court Act 1986 (Vic) requires equity to prevail over inconsistent rules of law (Exhibit K).

63. The Court must give effect to equitable tracing in priority to common law rights in such matters.

ALL RIGHTS RESERVED

KIND REGARDS

ANDREW MORTON GARRETT

GLOBAL INTERNATIONAL CROWN UNITARY EXECUTIVE; GLOBAL INTERNATIONAL CROWN ATTORNEY GENERAL; GLOBAL CHIEF JUSTICE OF THE INTERNATIONAL CROWN COURT OF JUSTICE; CHIEF JUSTICE OF THE INTERNATIONAL CROWN CRIMINAL COURT FOR THE ABOLITION OF IMPUNITY; GLOBAL MANAGING DIRECTOR; GLOBAL MANAGING TRUSTEE; GLOBAL CHAIRMAN OF BOARD OF TRUSTEES; GLOBAL LICENSOR OF DISCRETIONARY PUBLIC POWERS; GLOBAL TRUSTEE IN BANKRUPTCY; GLOBAL LIQUIDATOR, GLOBAL MANAGING CONTROLLER; GLOBAL RECEIVER AND MANAGER.



ANNEXURE 3

From: Elaine Papas <epapas@epapaslaw.com>

Sent: Wednesday, 15 October 2025 3:25 AM

To: andrew.garrett@dynamic-capital-bank.com; secretary@rba.gov.au; governor@rba.gov.au; moneylaundering@ag.gov.au; kin.c.yip@citi.com; processservice@agso.gov.au

Cc: 'Winston John' <wjinternationaltrust@gmail.com>; 'Clark Hills' <clark@gtdepository.com>; enquiry@judiciary.hk; cd@doj.gov.hk; dojinfo@doj.gov.hk; 'Enquiry CEO/CEO' <ceo@ceo.gov.hk>; taxpf@ird.gov.hk; australia@mid.ru; cfo.global@dynamic-capital-bank.com; chairman@privategoldreservebank.com; jenne.garrett-esch@oenoviva-capital-resources.com; pk@sabas.net.au; declan.barnett@privategoldreservebank.com; 'Scott Mitchell' <scott@impactcreative.com.au>; andrewjones@retac-asia.com

Subject: FORMAL RESPONSE TO RE: AMG 9118b HCMP-1855-2022; TFM 18788 READY WILLING AND ABLE BANKING PROCEDURE RESERVE BANK OF AUSTRALIA INCLUSIVE OF MT 110 REPEATED

Importance: High

Date: October 14, 2025

Attention Andrew Morton Garrett

Subject: Formal Response to your email below of Monday, October 13, 2025 10:10 PM

Mr. Garrett,

I repeat what I have previously stated to you regarding this matter, for you, sir, to stop sending to me and to Citibank anything, unless and until a Swift MT110 has been issued by the issuing bank to Citibank, directly bank to bank.

And only if/when Citibank accepts and verifies this Swift MT 110. As you probably know, MT110 stands for "Advice of a Cheque/Bank Draft" and it is a SWIFT message format used to notify the recipient bank about a cheque or bank draft being issued. It is an irrevocable bank draft is a binding fully performed due bill and is immediately callable on for cash payment and immediate deposit into the receiving account.

I have not authorized you and you have no authority nor my permission to be contacting Mr. Kin Yip, bank officer of Citibank nor any other Citibank officer. Stop this and any future correspondence to prevent a formal CEASE AND DESIST, to be issued, which I assure you will be next step if you do continue this.

PROCEED ACCORDINGLY.

Elaine D. Papas, Esquire

The Law Office of Elaine D. Papas
 Direct Tel: 646-476-5590
 Cell: 917-539-1820
 Fax: 775-871-5720
 Email: epapas@epapaslaw.com
 Website: <http://www.epapaslaw.com>



ANNEXURE 4

From: andrew.garrett@dynamic-capital-bank.com <andrew.garrett@dynamic-capital-bank.com>
Sent: Wednesday, 15 October 2025 5:12 PM
To: 'Elaine Papas' <epapas@epapaslaw.com>; 'secretary@rba.gov.au' <secretary@rba.gov.au>; 'governor@rba.gov.au' <governor@rba.gov.au>; 'moneylaundering@ag.gov.au' <moneylaundering@ag.gov.au>; 'kin.c.yip@citi.com' <kin.c.yip@citi.com>; 'processservice@agso.gov.au' <processservice@agso.gov.au>; 'correspondence@attorneygeneral.gov.uk' <correspondence@attorneygeneral.gov.uk>; 'OFACReport@treasury.gov' <OFACReport@treasury.gov>; 'OFAC.Reconsideration@treasury.gov' <OFAC.Reconsideration@treasury.gov>; 'rob.heferen@ato.gov.au' <rob.heferen@ato.gov.au>; 'jane.ferry@ato.gov.au' <jane.ferry@ato.gov.au>; 'trevor.coulter@ato.gov.au' <trevor.coulter@ato.gov.au>; 'legal.document.service@asic.gov.au' <legal.document.service@asic.gov.au>; 'info@apra.gov.au' <info@apra.gov.au>
Cc: 'Winston John' <wjinternationaltrust@gmail.com>; 'Clark Hills' <clark@gtdepository.com>; 'enquiry@judiciary.hk' <enquiry@judiciary.hk>; 'cd@doj.gov.hk' <cd@doj.gov.hk>; 'dojinfo@doj.gov.hk' <dojinfo@doj.gov.hk>; 'Enquiry CEO/CEO' <ceo@ceo.gov.hk>; 'taxpf@ird.gov.hk' <taxpf@ird.gov.hk>; 'australia@mid.ru' <australia@mid.ru>; 'cfo.global@dynamic-capital-bank.com' <cfo.global@dynamic-capital-bank.com>; 'chairman@privategoldreservebank.com' <chairman@privategoldreservebank.com>; 'jenne.garrett-esch@oenoviva-capital-resources.com' <jenne.garrett-esch@oenoviva-capital-resources.com>; 'pk@sabas.net.au' <pk@sabas.net.au>; 'declan.barnett@privategoldreservebank.com' <declan.barnett@privategoldreservebank.com>; 'Scott Mitchell' <scott@impactcreative.com.au>; 'andrewjones@retac-asia.com' <andrewjones@retac-asia.com>; 'dorisborkowski@bigpond.com' <dorisborkowski@bigpond.com>
Subject: AMG 9118c FORMAL RESPONSE TO RE: AMG 9118b HCMP-1855-2022; TFM 18788 READY WILLING AND ABLE BANKING PROCEDURE RESERVE BANK OF AUSTRALIA INCLUSIVE OF MT 110 REPEATED

Date: October 15, 2025

Attention Elaine D Papas

The Law Office of Elaine D. Papas
Direct Tel: 646-476-5590
Cell: 917-539-1820
Fax: 775-871-5720
Email: epapas@epapaslaw.com
Website: <http://www.epapaslaw.com>

Subject: Formal Response to your email below of Wednesday, 15 October 2025 3:25 AM

Ms Papas,

I am content to not have an argument with you in respect to the findings of the Federal Court of Australia regarding the Paramount duty of lawyers (Public Officials) to courts, at this juncture. The



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matter is not complex; I have a contract as attached with your client Time Productions LLC; pursuant to the terms of that contract I was obliged to draw payment to your escrow account and have done so; I have absolutely no issue with Mr John or Mr Clark who advises Mr Winston on custody of the asset in question who has been an absolute pleasure and my honor to deal with.

As a lawyer you will understand that where there is a discrepancy between the operation of law or corporation's rules/ ordinance and the operation of equity under the Common Law; equity will prevail.

I do not agree that SWIFT is the only mechanism for delivery of value to your account, as you appear to be contending, and remain an open book as to the source of value transferred in accordance with the AUSTRAC receipts provided to you. The evidence shows that the asset has been delivered to your office (**AMG 9107k**)

Given that I am the liquidator and managing controller appointed to the Reserve Bank of Australia (where the drawing account is domiciled) please explain to me why I should not speak with Citibank as the Sending Bank??

Reserve Bank of Australia

Commercial Trust (OenoViva Capital Resources)

Bank Name: Reserve Bank of Australia (Liquidator & Managing Controller Appointed)

Street Address: 65 Martin Place

City: SYDNEY

State: NSW

Postal Code: 2000

Account Name: The Trustees of the Andrew Garrett Family Trust No4

Commonwealth of Australia Tax Receivables Account: 887754439 (Cash Call Account)

Bank Code No.: 092 002

SWIFT Code: RSBKAU2S

Bank Officer#2: Andrew Morton Garrett, Liquidator and Managing Controller

Telephone Number: + 61 450 831708

Email: andrew.garrett@dynamic-capital-bank.com

Bank Officer#2: Anthony Leonard Dickman

Telephone Number: + 61-2-9551 9710

Fax Number: + 61-2-9551 8041

Email: secretary@rba.gov.au



Australian Government
Australian Business Register

Australian Business Register

12 September 2022

Australian business number (ABN)	78 837 313 084
Entity name	The Trustee for Reserve Bank of Australia; RBA; ABN 50 008 559 486 (Liquidator and Managing Controller Appointed)
ABN status	Active
ABN registration date	23 June 2019
Postal address	Unit 3 11 HARVEY ST NAILSWORTH SA 5083
Business address	L 6 111 MACQUARIE ST HOBART TAS 7000
Email address	admin@dynamic-capital-bank.com
Type of entity	Discretionary Trading Trust
ANZSIC code	6210 - Central Banking
Associate name	Position held
MR ANDREW MORTON GARRETT	Trust Beneficiary Trustee

DEMATERIALIZATION

Of course, Mr John will be guided by you in processing the completely valid payment drawn to your account for dematerialization, there is only one person who can deposit that Payment to your account for dematerialization being you, the account owner or alternatively your delegate.

Citibank cannot be expected to comply with its duty as the Paying Bank unless you have deposited the asset across the counter in accordance with law, I am sure you would acknowledge that you are not licensed to act as a Bank and hold stored value on screen. I would be most grateful if you would confirm to me that:

1. You have deposited the funds for dematerialization with Citibank
2. Citibank refuses to comply with its duty as the Paying Bank under its bank license to dematerialize USD\$1,050,000.00 to your escrow account
3. and/or whether the Reserve Bank of Australia has yet corresponded with Citibank in accordance with my instructions, its statutory and Common Law duty.

It would be my preference to simply send a SWIFT MT 110 from my own server as you have requested and avoid any aggression, however, the agencies responsible for assessing my



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application for a Banking License dated 5th January 2016, and subsequently my application to SWIFT between 6th October 2021-19th March 2022, which agencies have been more focussed on Ill-gotten Tax on Money Laundering Revenues of the Australian Commissioner of Taxation; that application was frustrated by **APRA, ASIC, ATO, ACCC, RBA, OFAC, SEC, Australian and US Treasuries** as well as the relevant USA, UK and Australian Attorney Generals representing the Five Eyes/ Quintet of Attorney Generals, amongst others.

The admitted liability of the United States of America to pay me US Dollars

1. demanded arising from OFACs Fraudulent behaviour as described by the Global Magnitsky Laws Review Committee quoted in my letter produced and marked as **AMG 9001** OVCR NOTICE OF FRAUDULENT TRADING TO OFAC dated 14.07.2025 referred to in the exhibit produced and marked as **AMG 8963c** 12 05 24 -- Implementation of the Global Magnitsky Laws; COMMITTEE ON FOREIGN RELATIONS of the UNITED STATES SENATE, ONE HUNDRED EIGHTEENTH CONGRESS, SECOND SESSION, DECEMBER 5, 2024.
2. demanded in respect to the behaviour of the SEC is a whole different matter and is available for review at the hyperlink [AMG 8738 SEC DEMAND FOR PAYMENT OF DEBT FOR EFFECT 9th AUGUST 2021 AND ESCALATION IN VALUE.pdf](#)
3. the behaviour of the US Department of Justice and representatives in respect to: [AMG 6659; EIGHTH ENACTMENT - SN 1.00310.22 Infinity seizure of USA Power 11th May 2022 Compressed.pdf](#) and
 - a. 1;22-CV-00173-DDD-STV; *Garrett et al v Garrett et al*
 - b. 1;22-CV-00206-DDD-STV; *Garrett et al v Bankrupt Estate of Jersey Green AND Esch et al v CarbonHelix*
 - c. 1;22-CV-00243-DDD-STV; *Garrett v Secretary General and Secretariat of the United Nations & Anor*
 - d. 1;22-CV-00254-DDD-STV; *Garrett et al v Suntory Holdings Limited (Managing Controller Appointed)*

The abject failures of all USA and Australian Executive and Judicial Branch Agencies responsible to respond to my Freedom of Information Applications are of course "Terrorist Acts" within the meaning of *the Suppression of Terrorism Financing Act 2002* (AU) arising from Australia's commitments under *the International Convention on the Suppression of Terrorism Financing 1999* (UN) following the passage of the Rome Statute in 1998 and the establishment of the International Criminal Court for the abolition of impunity.

The term "Public Official" is defined within *the United Nations Convention Against Corruption 2003* (UN)/ Australian Treaty Series No 2 ("**UNCAC**") that the United States and Australia are signatories to and was relied on by the Joint Plaintiffs in their outline of submissions dated 4th July 2025 (sealed filed 3 days after the hearing) related to Terrorism Financing which recently sets out as follows:

THE MATTERS ARISING IN THE PROCEEDINGS



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35. The Plaintiffs rely on the following definitions a being applicable to the Mortgage and/or the Certificate of Title amongst all the possessions previously located on the Land:

• **“asset”** means:²⁸

- (a) an asset of any kind or property of any kind, whether tangible or intangible, movable or immovable, however acquired; and
- (b) a legal document or instrument in any form, including electronic or digital, evidencing title to, or interest in, such an asset or such property, including, but not limited to, bank credits, travellers cheques, bank cheques, money orders, shares, securities, bonds, debt instruments, drafts and letters of credit.

• **“funds”** means:²⁹

- (a) property and assets of every kind, whether tangible or intangible, movable or immovable, however acquired; and
- (b) legal documents or instruments in any form, including electronic or digital, evidencing title to, or interest in, such property or assets, including, but not limited to, bank credits, travelers’ cheques, bank cheques, money orders, shares, securities, bonds, debt instruments, drafts and letters of credit.

• **“Public official”** shall mean:³⁰

- (i) any person holding a legislative, executive, administrative or judicial office of a State Party, whether appointed or elected, whether permanent or temporary, whether paid or unpaid, irrespective of that person’s seniority;
- (ii) any other person who performs a public function, including for a public agency or public enterprise, or provides a public service, as defined in the domestic law of the State Party and as applied in the pertinent area of law of that State Party;
- (iii) any other person defined as a “public official” in the domestic law of a State Party. However, for the purpose of some specific measures contained in chapter II of this Convention, “public official” may mean any person who performs a public function or provides a public service as defined in the domestic law of the State Party and as applied in the pertinent area of law of that State Party;

• **“Property”**³¹ shall mean assets of every kind, whether corporeal or incorporeal, movable or immovable, tangible or intangible, and legal documents or instruments evidencing title to or interest in such assets;

• **“Proceeds of Crime”**³² shall mean any property derived from or obtained, directly or indirectly, through the commission of an offence;

• **“Freezing”** or **“seizure”**³³ shall mean temporarily prohibiting the transfer, conversion, disposition or movement of property or temporarily assuming custody or control of property on the basis of an order issued by a court or other competent authority;

• **“Confiscation”**³⁴, which includes forfeiture where applicable, shall mean the permanent deprivation of property by order of a court or other competent authority;



- **“Predicate offence”**³⁵ shall mean any offence as a result of which proceeds have been generated that may become the subject of an offence as defined in article 23 of this Convention

²⁸; Charter of the United Nations Act 1945 (AU) / Australian Treaty Series No 1 (“COTUNA”)

²⁹; the Suppression of Terrorism Financing Act 2002 (AU)

^{30, 31, 32, 33, 34, 35}; UNCAC

It is my respectful conclusion that lawyers are Public Officials for the purposes of UNCAC; I congratulate President Trump on his hard work to this time in respect to his two first terms of office to drain the swamp.....The President has much work to do in respect to the Legal Profession in which regard there is no doubt in my mind that he is the right person, in the right placeat the right time, I hope that the Presidents Second Term following his first term will be just as productive.

The Primary Matter arising in respect to this matter is also described in the Joint Plaintiffs outline of submissions.

EXECUTIVE SUMMARY

1. The Primary “Matter arising in the Proceeding”¹ as a foundational matter of Federation is the failure of Public Officials² as employees, officers, agents, servants, contractors, delegates, licensees or otherwise related to the Crown³ and/or employees, officers, agents, servants, contractors, delegates, licensees of “Constitutional Corporations”⁴ licensed by the Crown in right of Australia, in their capacity as Trustees of the Public Trust to exercise discretionary public powers conferred under enactments in a manner that is exclusively in the Public Interest.

¹ Re Wakim; Ex parte McNally [1999] HCA 27

² within the meaning of the United Nations Convention Against Corruption 2003 (AU) a.k.a. Australian Treaty Series No 2 (“ATS 2”)

³ Sue v Hill [1999] HCA 30 (23 June 1999)

⁴ S51(xx) of the Commonwealth of Australia Constitution Act 1900 (AU)

The above-mentioned conspiracy against Rights under Color of Law led to my appointment as Liquidator and Managing Controller of the Society for Worldwide Interbank Financial Telecommunications (“SWIFT”)



Australian Government
Australian Business Register

Australian Business Register

11 September 2022

Australian business number (ABN)	29 606 765 172
Entity name	The Trustee for Society for Worldwide Interbanking Financial Telecommunications (Liquidator and Managing Controller Appointed) (SWIFT)
ABN status	Active
ABN registration date	19 March 2022
Postal address	Unit 3 11 HARVEY ST NAILSWORTH SA 5083
Business address	L 6 111 MACQUARIE ST HOBART TAS 7000
Email address	admin@dynamic-capital-bank.com
Type of entity	Discretionary Trading Trust
ANZSIC code	6210 - Central Banking
Associate name	Position held
MR ANDREW MORTON GARRETT	Trust Beneficiary Trustee

As you are aware you hold the funds for value received as the holder of the funds in due course and have a duty to your client as well as to the court.

I am subrogated in equity to:

2. The rights of the Vendor and his legitimate expectation that you deposit the funds to your escrow account by banking across the counter.
3. Your rights against Citibank in respect to the Banking duty to dematerialise value.

There is no dispute between Time Productions LLC or Mr John and Iwe each have the same legitimate expectations of compliance by you and Citibank with the relevant laws.

As you may know a person licensed by the New York Financial District has already concluded that the funds have value having completed his due diligence that is referred to in my letter to the Honourable Justice Michael Lee dated 1st May 2025 produced and shown at the following hyperlink [AMG 8617 ANNEXURE 6a OVCR Letter to JUSTICE MICHAEL LEE dated 01.05.2024.pdf](#)

KIND REGARDS

ANDREW MORTON GARRETT



ANNEXURE 5

From: andrew.garrett@dynamic-capital-bank.com <andrew.garrett@dynamic-capital-bank.com>

Sent: Friday, 17 October 2025 10:00 AM

To: 'kin.c.yip@citi.com' <kin.c.yip@citi.com>

Cc: 'Winston John' <wjinternationaltrust@gmail.com>; 'Clark Hills' <clark@gtdepository.com>;

'Elaine Papas' <epapas@epapaslaw.com>; 'cfo.global@dynamic-capital-bank.com'

<cfo.global@dynamic-capital-bank.com>; 'ceo@gspholding.com.br' <ceo@gspholding.com.br>;

'serefgenc@gspholding.com.br' <serefgenc@gspholding.com.br>

Subject: AMG 9136 HCMP-1855-2022; TFM 18788 READY WILLING AND ABLE BANKING
PROCEDURE RESERVE BANK OF AUSTRALIA INCLUSIVE OF MT 110 REPEATED

Importance: High

CITIBANK NORTH AMERICA

ATTN; KIN C. YIP., Business Relationship Manager,

1748 Broadway, New York, N.Y. 10019

Email; kin.c.yip@citi.com

CC; Elaine D Papas

The Law Office of Elaine D. Papas

Direct Tel: 646-476-5590

Cell: 917-539-1820

Fax: 775-871-5720

Email: epapas@epapaslaw.com

Website: <http://www.epapaslaw.com>

CC; Counsel

Plowman Chambers

14/F and 44/F, Tower 1, Lippo Centre,

89 Queensway, Admiralty, Hong Kong

Dear Mr Yip,

I have copied Counsel with this email in accordance with a preliminary brief provided to him to consider acting in "The Main Proceedings" in the Honourable High Court of Hong Kong and enforcement of my findings produced and marked as **AMG 9054**.

Counsel has not yet accepted this brief and will revert once he has considered the materials provided.

In accordance with the Asset Purchase Agreement **AMG 9107b** (copy attached) I write to you to confirm the transfer of value to your client's escrow account described as Exhibit B at page 15 of that agreement and the attached AUSTRAC Financial Reports declaring Cross Border Movement of Money. (**AMG 9017i and AMG 9017j**). Also copied is my Banker in Brasil.



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Article X. MISCELLANEOUS PROVISIONS

Section 10.01 Notice. All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods addressed to the Party to be notified at the address designated by either Party upon reasonable notice to the other Party: (i) via e-mail, (ii) deliver in person, (iii) overnight courier service or, (iv) certified or registered mail, postage prepaid, return receipt requested.

Sale of Assets Agreement |

SELLER: Time Production LLC
Telephone: (310)924-1554
Email: wjinternationaltrust@gmail.com

BUYER: AURIAN INVESTMENT LIMITED HONG KONG CI#1332531 TOGETHER WITH ANDREW MORTON GARRETT AS JOINT TRUSTEES
Telephone: +61450831708
Email: andrew.garrett@dynamic-capitalbank.com

9

DS Initial
RG WJ

DocuSign Envelope ID: EDC590CC-0A51-4114-BAD2-7EFC0713D03C

With a copy to:
Global Trust Depository
5000 Birch Street Suite 3000
Newport Beach, CA 92660
Telephone: (949)476-3662
Email: clark@gtdepository.com

Further to my correspondence below please confirm Citibank's decision in dematerialising value to the escrow account of Ms Elaine D Papas as received to the Law Office of Eliane D Papas on the 14th of October 2025 for deposit across the counter.

ALL RIGHTS RESERVED

KIND REGARDS

ANDREW MORTON GARRETT

GLOBAL INTERNATIONAL CROWN UNITARY EXECUTIVE; GLOBAL INTERNATIONAL CROWN ATTORNEY GENERAL; GLOBAL CHIEF JUSTICE OF THE INTERNATIONAL CROWN COURT OF JUSTICE; CHIEF JUSTICE OF THE INTERNATIONAL CROWN CRIMINAL COURT FOR THE ABOLITION OF IMPUNITY; GLOBAL MANAGING DIRECTOR; GLOBAL MANAGING TRUSTEE; GLOBAL CHAIRMAN OF BOARD OF TRUSTEES; GLOBAL LICENSOR OF DISCRETIONARY PUBLIC POWERS; GLOBAL TRUSTEE IN BANKRUPTCY; GLOBAL LIQUIDATOR, GLOBAL MANAGING CONTROLLER; GLOBAL RECEIVER AND MANAGER.



ANNEXURE 6

From: andrew.garrett@dynamic-capital-bank.com <andrew.garrett@dynamic-capital-bank.com>
Sent: Sunday, 19 October 2025 11:43 AM
To: 'kristie.livermore@justice.wa.gov.au' <kristie.livermore@justice.wa.gov.au>; 'Elaine Papas' <epapas@epapaslaw.com>
Cc: 'raphael aharonoff' <sabarap56@yahoo.com>; 'ceo.alberta@oenoviva-capital-resources.com' <ceo.alberta@oenoviva-capital-resources.com>; 'ceo.alberta@oenoviva-capital-resources.com' <ceo.alberta@oenoviva-capital-resources.com>; 'jenne.garrett-esch@oenoviva-capital-resources.com' <jenne.garrett-esch@oenoviva-capital-resources.com>; 'Scott Mitchell' <scott@impactcreative.com.au>; 'andrewjones@retac-asia.com' <andrewjones@retac-asia.com>; 'andrewjones69776965@icloud.com' <andrewjones69776965@icloud.com>
Subject: AMG 9142 HCMP-1855-2022; TFM 18788 BETTER WORLD FUTURE FUNDS NOTICE TO ADMIT FACTS REGARDING CRYSTALLISABLE PERSONAL PROPERTY SECURITY INTEREST ARISING OVER CITIBANK N.A.
Importance: High

CITIBANK NORTH AMERICA
ATTN; KIN C. YIP., BUSINESS RELATIONSHIP MANAGER,
1748 BROADWAY, NEW YORK, N.Y. 10019
EMAIL; kin.c.yip@citi.com

CC; Elaine D Papas

The Law Office of Elaine D. Papas
Direct Tel: 646-476-5590
Cell: 917-539-1820
Fax: 775-871-5720
Email: epapas@epapaslaw.com
Website: <http://www.epapaslaw.com>

CC; Counsel
 Plowman Chambers
 14/F and 44/F, Tower 1, Lippo Centre,
 89 Queensway, Admiralty, Hong Kong

Dear Mr Yip, Ms Papas

A copy of this communique will be produced as evidence of service in the Main Proceedings in the Honourable High Court of Hong Kong.

I have not received a response from Ms Papas representing the Law office of Elaine D Papas OR you representing Citibank N.A. and note that an identical asset to the two delivered to Ms Papas on the 14th of October 2025 was received by JP Morgan on the 16th October 2025 and has been



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treated as a Bill for Collection rather than a Cash Asset for Dematerialisation which in my view is not correct.....the payment is a cash asset for dematerialisation.

**JPMORGAN CHASE & CO.
COLLECTION RECEIPT**

Customer Name InvestUSA Holding Enterprises LLC			Date 10/16/2025		
Address 412 N Main Street, Suite 100			Branch Name & No. Encino Main 1579		
City Buffalo	State WY	Zip 82384	Prepared By Mark Auh		
Customer Daytime Phone# 818.601.3925			Banker Phone # 818.742.0047		
Credit Account # 652356307			Mail Code CA2-4426	Cost Center 741579	
Face Amount \$3,600,000	Currency AUD	Drawn On Reserve Bank of Australia		Attachments Enter Y(Yes) or N (No) <u>Y</u>	

DISTRIBUTION: Branch Copy
 • Attach to copy of collection item(s)
 • Retain in branch for 3 months

----- Detach Here and Submit with Item(s) -----

COLLECTION TRANSMITTAL

Customer Name InvestUSA Holding Enterprises LLC			Date 10/16/2025		
Address 412 N Main Street, Suite 100			Branch Name & No. Encino Main 1579		
City Buffalo	State WY	Zip 82384	Prepared By Mark Auh		
Customer Daytime Phone# 818.601.3925			Banker Phone # 818.742.0047		
Credit Account # 652356307			Mail Code CA2-4426	Cost Center 741579	
Face Amount \$3,600,000	Currency AUD	Drawn On Reserve Bank of Australia		Attachments Enter Y(Yes) or N (No)	

I acknowledge that I have received and read the notice to all customers and I agree to all of its terms and provisions.
 Reconozco que he recibido y leído el aviso a todos los clientes y estoy de acuerdo con todos sus términos y provisiones.

Customer Signature:

DISTRIBUTION: Send original collection item(s) with form to:
International and Domestic Collections TX2-E089

10621 (06/23)



Mr Johns has relied upon Ms Papas as Escrow Lawyer who has in turn relied upon Citibank for processing of the Payments totalling USD\$1,005,000,000 (One Billion and Five Million United States Dollars)

INVESTUSA H.E. LLC COMMISSION

In accordance with my obligation to settle the Balance of USD\$995,000,000 (Nine Hundred Ninety-Five Million) by the 3rd November 2025, I have forwarded the balance payment as **AMG 9017e** - CERTIFIED CASHIERS DEPOSITORY TRANSFER CHECK - SN; 1;00422;25;USD\$995,000,000.00 scan executed (**copy attached**) to Mr Raphael Aharnaroff to hold and deliver as instructed.

I have also paid Mr Aharonoff his commission on this transaction of USD \$20,000,000.00 which was concurrently delivered to his possession and control for banking and direct your attention to. Dynamic Capital Bank - CERTIFIED CASHIERS DEPOSITORY TRANSFER CHECK - SN; 1;00423;25;USD\$20,000,000.00 (**copy attached**)

OENOVIVA (ALBERTA) COMMISSION

I note that a further Commission of the same amount is payable to Mr Steven Bailey trading as OenoViva (Alberta) pursuant to his license to OenoViva Business Systems for that Territory

I have not received any evidence of transfer of title to the asset in question at this juncture and am currently out of pocket USD\$2,040,000,000.00

I direct your attention to my findings of facts and reasons now produced and marked as **AMG 8738** SEC DEMAND FOR PAYMENT OF DEBT FOR EFFECT 9th AUGUST 2021 AND ESCALATION IN VALUE as uncontestably and admitted facts in respect to the United States Securities and Exchange Commission (Liquidator and Managing Controller Appointed) at pages 20-24

Offence for bodies corporate

(3C) A body corporate commits an offence if:

- (a) the body corporate holds an asset; and
- (b) the body corporate:
 - (i) uses or deals with the asset; or
 - (ii) allows the asset to be used or dealt with; or
 - (iii) facilitates the use of the asset or dealing with the asset; and
- (d) the asset is a freezable asset; and
- (d) the use or dealing is not in accordance with a notice under section 22.

(3D) An offence under subsection (3C) is an offence of strict liability.

Note: For strict liability , see section 6.1 of the Criminal Code .

(3E) It is a defence if the body corporate proves that:

- (a) the use or dealing was solely for the purpose of preserving the value of the asset; or
- (b) the body corporate took reasonable precautions, and exercised due diligence, to avoid contravening subsection (3C).

Note: The body corporate bears a legal burden in relation to a matter in subsection (3E) (see section 13.4 of the Criminal Code).



Penalty for bodies corporate

(3F) An offence under subsection (3C) is punishable on conviction by a fine not exceeding:

(a) if the contravention involves a transaction or transactions the value of which the court can determine--whichever is the greater of the following:

(i) 3 times the value of the transaction or transactions;

(ii) 10,000 penalty units; or

(b) otherwise--10,000 penalty units.

(4) Section 15.1 of the Criminal Code (extended geographical jurisdiction--category A) applies to an offence against subsection (1) or (3C) .

MEASURES TO COMBAT SERIOUS AND ORGANISED CRIME ACT 2002 (AU)

CHARTER OF THE UNITED NATIONS AMENDMENT ACT 2002 (AU)

SUPPRESSION OF TERRORISM FINANCING ACT 2002 (AU)

Part 5.3—Terrorism

Division 100—Preliminary

100.1 Definitions

(1) In this Part:

Commonwealth place has the same meaning as in the Commonwealth Places (Application of Laws)

Act 1970.

constitutional corporation means a corporation to which paragraph 51(xx) of the Constitution applies.

funds means:

(a) property and assets of every kind, whether tangible or intangible, movable or immovable, however acquired; and

(b) legal documents or instruments in any form, including electronic or digital, evidencing title to, or interest in, such property or assets, including, but not limited to, bank credits, travellers' cheques, bank cheques, money orders, shares, securities, bonds, debt instruments, drafts and letters of credit.

organisation means:

(a) a body corporate; or

(b) an unincorporated body; whether or not the body is based outside Australia, consists of persons who are not Australian citizens, or is part of a larger organisation.

terrorist act means an action or threat of action where:

(a) the action falls within subsection (2) and does not fall within subsection (2A); and

(b) the action is done or the threat is made with the intention of advancing a political, religious or ideological cause; and

(c) the action is done or the threat is made with the intention of:

(i) coercing, or influencing by intimidation, the government of the Commonwealth or a State, Territory or foreign country, or of part of a State, Territory or foreign country; or

(ii) intimidating the public or a section of the public.

(2) Action falls within this subsection if it:

(a) causes serious harm that is physical harm to a person; or

(b) causes serious damage to property; or



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*(ba) causes a person's death; or
(c) endangers a person's life, other than the life of the person taking the action; or
(d) creates a serious risk to the health or safety of the public or a section of the public; or
(e) seriously interferes with, seriously disrupts, or destroys, an electronic system including, but not limited to:*

- (i) an information system; or*
- (ii) a telecommunications system; or*
- (iii) a financial system; or*
- (iv) a system used for the delivery of essential government services; or*
- (v) a system used for, or by, an essential public utility; or*
- (vi) a system used for, or by, a transport system.*

(2A) Action falls within this subsection if it:

- (a) is advocacy, protest, dissent or industrial action; and*
- (b) is not intended:*
 - (i) to cause serious harm that is physical harm to a person; or*
 - (ii) to cause a person's death; or*
 - (iii) to endanger the life of a person, other than the person taking the action; or*
 - (iv) to create a serious risk to the health or safety of the public or a section of the public.*

(3) In this Division:

- (a) a reference to any person or property is a reference to any person or property wherever situated, within or outside Australia; and*
- (b) a reference to the public includes a reference to the public of a country other than Australia.*

100.2 Constitutional basis for offences

(1) This Part applies to a terrorist act constituted by an action, or threat of action, in relation to which the Parliament has power to legislate.

(2) Without limiting the generality of subsection (1), this Part applies to a terrorist act constituted by an action, or threat of action, if:

- (a) the action affects, or if carried out would affect, the interests of:*
 - (i) the Commonwealth; or*
 - (ii) an authority of the Commonwealth; or*
 - (iii) a constitutional corporation; or*
- (b) the threat is made to:*
 - (i) the Commonwealth; or*
 - (ii) an authority of the Commonwealth; or*
 - (iii) a constitutional corporation; or*
- (e) the action is carried out by, or the threat is made by, a constitutional corporation; or*
- (d) the action takes place, or if carried out would take place, in a Commonwealth place; or*
- (e) the threat is made in a Commonwealth place; or*
- (f) the action involves, or if carried out would involve, the use of a postal service or other like service; or*
- (g) the threat is made using a postal or other like service; or*
- (h) the action involves, or if carried out would involve, the use of an electronic communication; or*
- (i) the threat is made using an electronic communication; or*
- (j) the action disrupts, or if carried out would disrupt, trade or commerce:*



- (i) between Australia and places outside Australia; or
- (ii) among the States; or
- (iii) within a Territory, between a State and a Territory or between 2 Territories; or
- (k) the action disrupts, or if carried out would disrupt:
 - (i) banking (other than State banking not extending beyond the limits of the State concerned); or
 - (ii) insurance (other than State insurance not extending beyond the limits of the State concerned); or
- (l) the action is, or if carried out would be, an action in relation to which the Commonwealth is obliged to create an offence under international law; or
- (m) the threat is one in relation to which the Commonwealth is obliged to create an offence under international law; or
- (n) the action takes place, or if carried out would take place, outside Australia; or
- (o) the threat is made outside Australia.

Division 103—Financing terrorism

103.1 Financing terrorism

(1) A person commits an offence if:

- (a) the person provides or collects funds; and
- (b) the person is reckless as to whether the funds will be used to facilitate or engage in a terrorist act.

Penalty: Imprisonment for life.

Note: Intention is the fault element for the conduct described in paragraph (1)(a). See subsection 5.6(1).

- (2) A person commits an offence under subsection (1) even if the terrorist act does not occur.
- (3) Section 15.4 (extended geographical jurisdiction—category D) applies to an offence against subsection (1).

UN CONVENTION AGAINST CORRUPTION 2003 (AU)

CONCLUSIONS FOUND BY ME EXERCISING HEREDITARY JUDICIAL PUBLIC POWERS OF DOMESTIC AND FOREIGN COURTS

It is my conclusion based on “time is of the essence” that Citibank N.A. failure to respond on Friday 18th October 2025:

1. Is a Terrorist Act and a pecuniary penalty of 300% is payable by Citibank N.A. to both parties to the transaction namely
 - a. Time Productions LLC (“**The Vendor**”)
 - b. The Nominated Hong Kong Domiciled Trustees, Aurian Investments Limited and Andrew Morton Garrett of the Better World Future Fund (“**The Purchaser**”)



2. Is an admission of liability in accordance with the rules of tracing of equity of 300% of face value of the Transaction plus commissions in the hands of:
 - a. The Vendor of USD\$2,000,000,000.00 (Two Billion United States Dollars) plus 300% Penalty of USD\$6,000,000,000.00 (Six Billion United States Dollars) = **USD\$8,000,000,000.00 (Eight Billion United States Dollars)**
 - b. The Purchaser of the Licensed Valuation of the 17.130,00 CARATS Gem Asset (**AMG 9107f copy attached**) being purchased namely the SKR issued by Global Trust Depository and underlying Asset of US\$ 10,791,900,000.00 (Ten Billion, Seven Hundred and Ninety One Million, and Nine Hundred Thousand North American Dollars) plus 300% Penalty of USD\$32,375,700,000 (Thirty Billion Three Hundred Seventy Five Million Seven Hundred Thousand United States Dollars) = **USD\$43,167,600,000 (Forty Three Billion One Hundred Sixty Seven Million Six Hundred Thousand United States Dollars)**
3. Incurs a rate of escalation of value of 600% per day compounding from the date of the Offence in accordance with the admissions contained in **AMG 8738**.
4. Is Fraudulent Trading an act of insolvency within the meaning of the Insolvency Act 1986 (UK) and related Domestic and International Laws.

NOTICE TO ADMIT FACTS REGARDING CRYSTALLISABLE PERSONAL PROPERTY SECURITY INTEREST ARISING OVER CITIBANK N.A.

- ❖ AMG 1670; *The Haliburton Broadcasting Group v Annette Van Duyn* (2008) Supreme Court of Ontario Reasons regarding Written and Oral Establishment of PPSR Security Interest (**attached**)

In the absence of a response to this correspondence I will issue a Notice of Crystallisation of Personal Property Security Interests/ Notice of Seizure of Collateral/ Notice of Retention of Collateral and Notice of my appointment as Managing Controller to Citibank N.A in similar terms as **AMG 8738**

You are free to explain to me whether you believe the details outlined are misconceived or might in some other way be an abuse of process and provide three (3) business days to provide me with your views.

ALL RIGHTS RESERVED

KIND REGARDS

ANDREW MORTON GARRETT



ANNEXURE 7

From: Elaine Papas <epapas@epapaslaw.com>

Sent: Thursday, 30 October 2025 10:18 AM

To: 'Clark Hills' <clark@gtdepository.com>; secretary@rba.gov.au; governor@rba.gov.au; moneylaundering@ag.gov.au; kin.c.yip@citi.com; processservice@agso.gov.au; office@zandralflores.com; ac@plowmanchambers.com

Cc: 'Winston John' <wjinternationaltrust@gmail.com>; 'Clark Hills' <clark@gtdepository.com>; cfo.global@dynamic-capital-bank.com; chairman@privategoldreservebank.com; andrew.garrett@dynamic-capital-bank.com; jenne.garrett-esch@oenoviva-capital-resources.com; pk@sabas.net.au; declan.barnett@privategoldreservebank.com; 'Scott Mitchell' <scott@impactcreative.com.au>; andrewjones@retac-asia.com

Subject: RE: AMG 9158 RESERVE BANK; CITIBANK; ELAINE D. PAPPAS NOTICE OF PROTEST OF DISHONOUR 27.10.2025

Dear Mr. Clark,

As the Escrow Agent Paymaster for Mr. Winston John, Jr. regarding the unacceptable transaction and documentation proposed by Andrew Garrett, etc. via all his many correspondences, I am sending you this email to formally advise that the unopened envelope I received from Mr. Garrett from Australia on the 15th of October, 2025 (see attached photo), on behalf of Mr. Winston John, Jr. was returned today, the 29th of October 2025, to Mr. Garrett, still unopened via FedEx International Priority. (see attached). FedEx expects this will be delivered by Wednesday, the 5th of November 2025.

To assure proper and legal compliance, I personally went into FedEx office here in Manhattan, New York USA and had the FedEx agent confirm and properly accept, process and confirm this envelope was shipped in accordance with FedEx/International Shipping protocols.

As evidence of this unopened envelope, I received on behalf of my client, Winston John, Jr., was returned unopened and shipped via FedEx International Priority today, please find attached the following –

- Photo of unopened envelope received on October 15th 2025
- FedEx to Australia Receipt, Commercial Invoice & Airbill 10-29-2025 – As provided by FedEx Agent today when they received and inspected this envelope and billed for shipping to Mr. Garrett at the same address from which he shipped it, via FedEx International Priority Mail. It is scheduled to be delivered by Wednesday, the 5th of November.
- Video taken at my law office showing me packing the unopened original envelope from Austria into the new FedEx envelope that was taken and shipped by FedEx to Mr. Garrett.

Be advised that this file/matter is now officially closed and any further emails and correspondences from Mr. Garrett or his “participating parties” regarding this matter will be addressed with all available legal measures.

Proceed accordingly and immediately CEASE AND DESIST any further correspondences to me and to Citibank regarding this matter..

Elaine D. Papas

The Law Office of Elaine D. Papas



Direct Tel: 646-476-5590
 Fax: 775-871-5720
 Email: epapas@epapaslaw.com
 Website: <http://www.epapaslaw.com>



THE LAW OFFICES OF
 Elaine D. Papas



MARQUIS
 Who'sWho®

The original. Often imitated. Never duplicated.

CONFIDENTIALITY NOTICE - This email is ONLY for the person(s) named in the message header. Unless otherwise indicated, it contains information that is confidential, privileged or exempt from disclosure under applicable law. If you have received it in error, please notify the sender of the error and delete the message. This electronic communication is covered by the Electronic Communications Privacy Act of 1986, Codified at 18 U.S.C. ̄ 1367, 2510-2521, 2701-2710, 3121-3126, and is legally privileged. Unauthorized review, use, disclosure or distribution is strictly prohibited. If you are not the intended recipient of this electronic message, please notify the sender by return message and please destroy all copies of the original message.

From: andrew.garrett@dynamic-capital-bank.com <andrew.garrett@dynamic-capital-bank.com>
Sent: Tuesday, October 28, 2025 1:08 AM
To: secretary@rba.gov.au; governor@rba.cov.au; moneylaundering@ag.gov.au; kin.c.yip@citi.com; processservice@agso.gov.au; Elaine Papas <epapas@epapaslaw.com>; office@zandraflores.com; ac@plowmanchambers.com
Cc: 'Winston John' <wjinternationaltrust@gmail.com>; 'Clark Hills' <clark@gtdepository.com>; cfo.global@dynamic-capital-bank.com; chairman@privategoldreservebank.com; jenne.garrett-esch@oenoviva-capital-resources.com; pk@sabas.net.au; declan.barnett@privategoldreservebank.com; 'Scott Mitchell' <scott@impactcreative.com.au>; andrewjones@retac-asia.com
Subject: AMG 9158 RESERVE BANK; CITIBANK; ELAINE D. PAPPAS NOTICE OF PROTEST OF DISHONOUR 27.10.2025
Importance: High

TO: THE RESERVE BANK OF AUSTRALIA
 (LIQUIDATOR AND MANAGING CONTROLLER APPOINTED)
 (“**THE RBA**”)
 ATTN THE ACTING SECRETARY AND THE GOVERNOR
 65 MARTIN PLACE, SYDNEY NSW, 2000
 Email: secretary@rba.gov.au ; governor@rba.cov.au

TO: CITIBANK N.A. Email: kin.c.yip@citi.com

CC; THE LAW OFFICE OF ELAINE D. PAPAS
 ATTN MS ELIANE D. PAPAS ESQ. ATTORNEY AT LAW,
 FOR THE BENEFIT OF TIME PRODUCTIONS LLC,
 101 WEST 55TH STREET, SUITE 3N,
 NEW YORK, NEW YORK 10019, USA
 Email: epapas@epapaslaw.com

CC: TIME PRODUCTIONS LLC,
 Attn Winston R John Jnr. (“**THE VENDOR**”)
 Email: wjinternationaltrust@gmail.com

**AMG 9158 RESERVE BANK; CITIBANK; ELAINE D. PAPPAS
 NOTICE OF PROTEST OF DISHONOUR 27.10.2025**



OENOVIVA



Dear Acting Secretary, Governor, Mr Yip, Ms Papas,

By Way of service please note attached self-explanatory correspondence.

ALL RIGHTS RESERVED

KIND REGARDS

ANDREW MORTON GARRETT

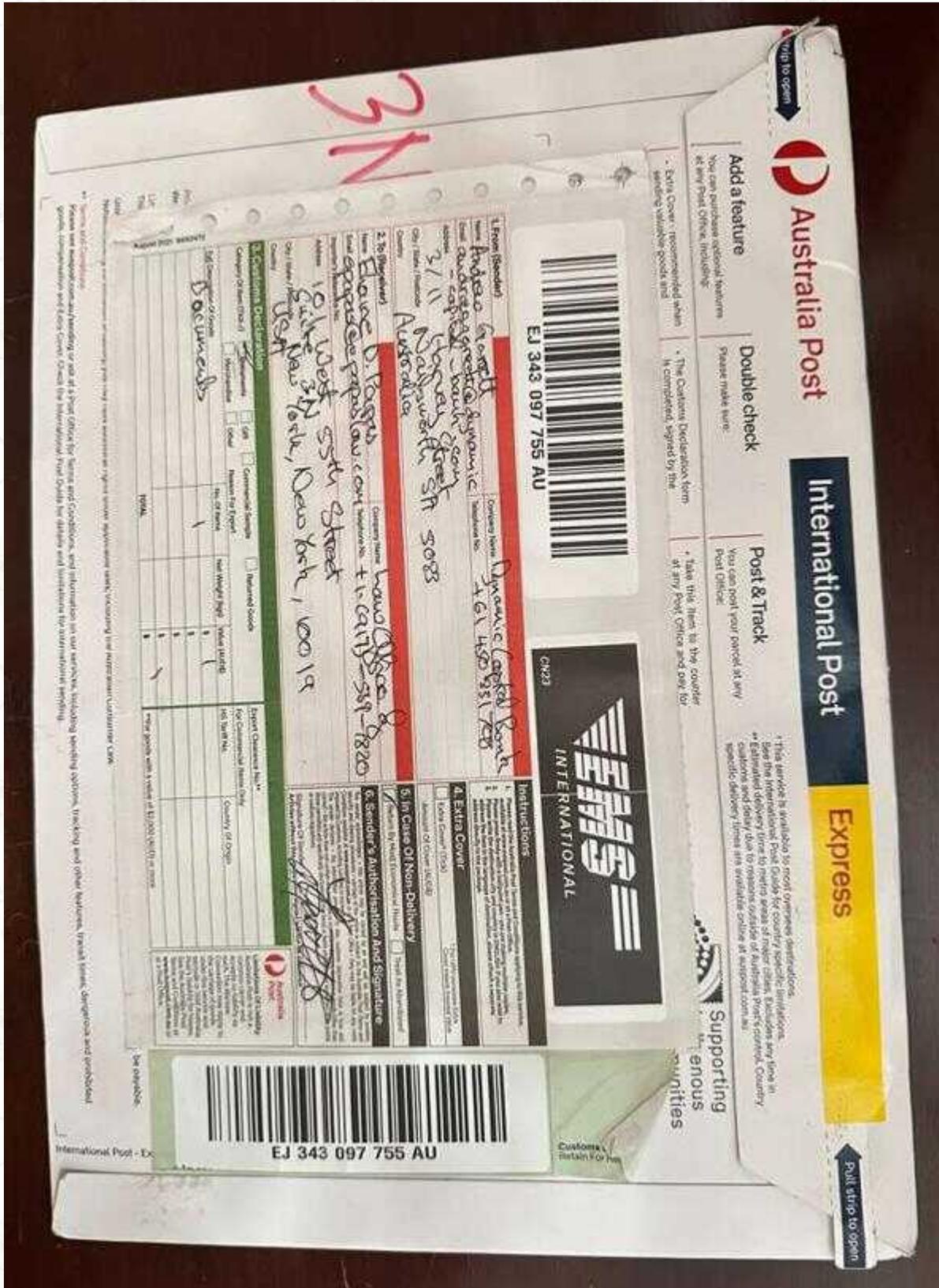
GLOBAL INTERNATIONAL CROWN UNITARY EXECUTIVE; GLOBAL INTERNATIONAL CROWN ATTORNEY GENERAL; GLOBAL CHIEF JUSTICE OF THE INTERNATIONAL CROWN COURT OF JUSTICE; CHIEF JUSTICE OF THE INTERNATIONAL CROWN CRIMINAL COURT FOR THE ABOLITION OF IMPUNITY; GLOBAL MANAGING DIRECTOR; GLOBAL MANAGING TRUSTEE; GLOBAL CHAIRMAN OF BOARD OF TRUSTEES; GLOBAL LICENSOR OF DISCRETIONARY PUBLIC POWERS; GLOBAL TRUSTEE IN BANKRUPTCY; GLOBAL LIQUIDATOR, GLOBAL MANAGING CONTROLLER; GLOBAL RECEIVER AND MANAGER.



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ANNEXURE 8





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ANNEXURE 9

Commercial Invoice

Page 1 of 1

This invoice must be completed in English.

EXPORTER: Tax ID#: _____ Contact Name: ELAINE PAPAS, ESQ Telephone No.: (212) 571-2323 E-Mail: _____ Company Name/Address: INVESTMENT DEV CONSULTANTS 101 W 55th St Apt #3N NEW YORK NY 10019 Country/Territory: UNITED STATES OF AMERICA Parties to Transaction: <input type="checkbox"/> Related <input checked="" type="checkbox"/> Non-Related				Ship Date: 29 Oct, 2025 Air Waybill No. / Tracking No.: 832770753131 Invoice No.: _____ Purchase Order No.: _____ Payment Terms: _____ Bill of Lading: _____ Purpose of Shipment: NOT_SOLD				
CONSIGNEE: Tax ID#: _____ Contact Name: Andrew Garrett Telephone No.: 61450831708 E-Mail: _____ Company Name/Address: Dynamic Capital Bank 3/11 Harvey Street NAILSWORTH 5083 Country/Territory: AUSTRALIA				SOLD TO / IMPORTER (if different from Consignee): <input checked="" type="checkbox"/> Same as CONSIGNEE: Tax ID#: _____ Company Name/Address: Country/Territory: AUSTRALIA				
If there is a designated broker for this shipment, please provide contact information. Name of Broker _____ Tel. No. _____ Contact Name _____								
Duties and Taxes Payable by <input type="checkbox"/> Exporter <input type="checkbox"/> Consignee <input checked="" type="checkbox"/> Other If Other, please specify Bill 3rd Party								
No. of Packages	No. of Units	Net Weight (LBS / KGS)	Unit of Measure	Description of Goods	Harmonized Tariff Number	Country/ Terr. of MFR	Unit Value	Total Value
1	1.00	1.00	Each	Shipment of business documents		US	1.000000	1.00
							Subtotal:	1.00
							Insurance:	0.00
							Freight:	0.00
							Packing:	0.00
							Handling:	0.00
							Other:	0.00
							Invoice Total:	1.00
							Currency Code:	USD
Declaration Statement(s): <small>These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, in any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or its otherwise authorized by U.S. law and regulations.</small>								
I declare that all the information contained in this invoice to be true and correct.								
Originator or Name of Company Representative if the invoice is being completed on behalf of a company or individual: ELAINE PAPAS, ESQ								
Signature / Title / Date: <i>Elaine D. Papas, ESQ</i> 10/29/2025								

29 Oct, 2025
REV. 08-23-22



OENOVIVA



FedEx International Air Waybill

Express For all international shipments

Sender's Name: Elaine D. Popas, Esq.
 Address: 101 W. 55th Street, #3N
 City: New York, State: NY, ZIP: 10019

To Recipient's Name: Andrew Garrett
 Address: 3/11 HARVEY STREET
 City: Nailsworth SA, State: SA, ZIP: 5083
 Country: Australia

5 Express Package Service
 FedEx Intl. Priority
 FedEx Intl. First
 FedEx Intl. Economy
 FedEx Intl. Extra Hours

6 Packaging
 FedEx Envelope
 FedEx Pak
 Other Pkg.
 FedEx 10kg Box
 FedEx 25kg Box

7 Special Handling
 HOLD at FedEx Location
 SATURDAY Delivery

8 Payment
 Sender Acct. No. in Section 1 will be billed.
 Recipient
 Third Party
 Credit Card
 Cash/Check/Check/Cheque

9 Required Signature
 Signature: Elaine D. Popas
 Date: 10/29/2025

4 Shipment Information
 Total Packages: 1, Total Weight: 0.63 kg, Dimensions: 15 x 10 x 5 cm
 Commodity Description: Documents, Country of Manufacture: Australia, Value for Customs: \$25 USD

10 Tracking Number: 8327 7075 3131, Form I.D. No.: 041



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FedEx® Office

1211 6th Ave
New York, NY 10036-8701
212.391.2679

October 29, 2025 3:53 PM
Receipt #: NYCKK00224351

FedEx Express \$119.43
FedEx Intl Priority
832770753131

Recipient Address
Andrew Garrett
Dynamic Capital Bank
3/11 Harvey Street
NAILSWORTH 5083, AU
61450831708

Scheduled Delivery Date: 11/05/2025
Pricing Option: Standard Rate
Package Information: FedEx Envelope
Additional Services:
Direct Signature Required
Package Weight: 1.00 lb (M)
Declared Value: \$1

Account Billed	
Express Subtotal	\$119.43
Tax	\$0.00
Total	\$119.43

Sender Account ending in #5880

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fedex.com/we1isten

Terms and conditions apply, including terms that limit FedEx's liability. The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions and other factors. Shipment-related terms and conditions and details on how shipping charges are calculated are available upon request or at fedex.com/serviceguide.

Manually Weighed = (M), Weighed by Scale = (S), Taxable Item = T.

Visit us at: fedex.com
Or call 1.800.GoFedEx
(1.800.463.3339)





ANNEXURE 10

From: andrew.garrett@dynamic-capital-bank.com <andrew.garrett@dynamic-capital-bank.com>

Sent: Thursday, 30 October 2025 10:43 AM

To: 'Elaine Pappas' <epapas@epapaslaw.com>; 'Clark Hills' <clark@gtdepository.com>; 'secretary@rba.gov.au' <secretary@rba.gov.au>; 'governor@rba.gov.au' <governor@rba.gov.au>; 'moneylaundering@ag.gov.au' <moneylaundering@ag.gov.au>; 'kin.c.yip@citi.com' <kin.c.yip@citi.com>; 'processservice@agso.gov.au' <processservice@agso.gov.au>; 'office@zandraflores.com' <office@zandraflores.com>; 'ac@plowmanchambers.com' <ac@plowmanchambers.com>; 'raphael aharonoff' <sabarap56@yahoo.com>

Cc: 'Winston John' <wjinternationaltrust@gmail.com>; 'Clark Hills' <clark@gtdepository.com>; 'cfo.global@dynamic-capital-bank.com' <cfo.global@dynamic-capital-bank.com>; 'chairman@privategoldreservebank.com' <chairman@privategoldreservebank.com>; 'jenne.garrett-esch@oenoviva-capital-resources.com' <jenne.garrett-esch@oenoviva-capital-resources.com>; 'pk@sabas.net.au' <pk@sabas.net.au>; 'declan.barnett@privategoldreservebank.com' <declan.barnett@privategoldreservebank.com>; 'Scott Mitchell' <scott@impactcreative.com.au>; 'andrewjones@retac-asia.com' <andrewjones@retac-asia.com>

Subject: AMG 9158b RESERVE BANK; CITIBANK; ELAINE D. PAPPAS NOTICE OF CONFIRMATION OF DISHONOUR 30.10.2025

Dear Winston and Clark,

I am in receipt of the email below and annexures from Ms Pappas, this matter is the subject of a brief to counsel consulting to Albion Securities Service Limited trading as Oenoviva (United Kingdom) acting for the Licensor and related entities.

The duty of Ms Pappas to courts as the paramount duty and second duty to the client is in default in which regard it appears to me that the Unopened cheque has languished on the desk of Ms Pappas without presentation to Citibank for due diligence.

It is unclear to me how it is possible for Ms Pappas to exercise discretionary public powers licensed to Citibank and why it is that Ms Pappas thought this conduct was in her client's best interest.

An impartial fair-minded observer might conclude that there has been interference with the exercise of discretion by Ms Pappas from some external third party possible the Office of Foreign Asset Control as yet another default of the US Treasury and/or Citibank and/or some other unknown person.

Had Ms Pappas opened the envelope to undertake her duty she would have understood that the asset has been validly drawn and is cash for dematerialisation.

It will be necessary for me to divert the parcel (if possible) to counsel to be briefed in "The Main Proceedings" in the Honourable High Court of Hong Kong.

KIND REGARDS



OENO VIVA



ANDREW MORTON GARRETT

GLOBAL INTERNATIONAL CROWN UNITARY EXECUTIVE; GLOBAL INTERNATIONAL CROWN ATTORNEY GENERAL; GLOBAL CHIEF JUSTICE OF THE INTERNATIONAL CROWN COURT OF JUSTICE; CHIEF JUSTICE OF THE INTERNATIONAL CROWN CRIMINAL COURT FOR THE ABOLITION OF IMPUNITY; GLOBAL MANAGING DIRECTOR; GLOBAL MANAGING TRUSTEE; GLOBAL CHAIRMAN OF BOARD OF TRUSTEES; GLOBAL LICENSOR OF DISCRETIONARY PUBLIC POWERS; GLOBAL TRUSTEE IN BANKRUPTCY; GLOBAL LIQUIDATOR, GLOBAL MANAGING CONTROLLER; GLOBAL RECEIVER AND MANAGER.



ANNEXURE 5

Monday, 24 November 2025

TO: CITIBANK N.A.
(MANAGING CONTROLLER APPOINTED)
ATTN MR KIN C YIP, BANK MANAGER,
1748 BROADWAY, NEW YORK, NY, USA, 10019
Email: kin.c.yip@citi.com

TO: THE LAW OFFICE OF ELAINE D. PAPAS
(MANAGING CONTROLLER APPOINTED)
ATTN; ANDREW M GARRETT, MANAGING CONTROLLER,
FOR THE BENEFIT OF TIME PRODUCTIONS LLC,
101 WEST 55TH STREET, SUITE 3N,
NEW YORK, NEW YORK 10019, USA
Email: epapas@epapaslaw.com

TO: TIME PRODUCTIONS LLC,
ATTN WINSTON R JOHN JNR. ("THE VENDOR")
C/- GLOBAL TRUST DEPOSITORY
ATTN: MR CLARK HILLS
5000 BIRCH STREET SUITE 3000
NEWPORT BEACH, CA 92660
Email: clark@gtdepository.com
Email: wjinternationaltrust@gmail.com

(together hereinafter "GRANTORS/ CHARGORS")

FROM: ANDREW MORTON GARRETT as
GLOBAL MANAGING TRUSTEE/ CHAIRMAN OF BOARD OF TRUSTEES OF
THE BETTER WORLD FUTURE FUND, ABN 51 237 330 524 ("THE BUYER")
65 MARTIN PLACE, SYDNEY, NSW, 2000
LEVEL 6, RESERVE BANK BUILDING,
111 MACQUARIE STREET, HOBART, TASMANIA 7000
Email: andrew.garrett@betterworldfuturefund.org

(hereinafter "GRANTEE/ CHARGEE")

CC: Mrs Jenne Marie Garrett-Esch, Global COO, Joint Global CEO.
coo.global@oenoviva-capital-resources.com
coo.global@dynamic-capital-bank.com
Mr Paul Deverall Rigby, Global CFO:

OENOVIVA GLOBAL, OENOVIVA CAPITAL RESOURCES, OENOVIVA BUSINESS SYSTEMS, OENOVIVA HAND CRAFTING, OENOVIVA ARTISANS,
BETTER WORLD FUTURE FUND, OUR GREEN PLANET, PEARL COAST PRAWNS, IRON BOOMERANG, OFFICE OF THE CROWN ATTORNEY GENERAL

Cryptocurrencies: VIVA, VIVA2, VIVACOIN, VIVACASH

ISIN: AU0000023194, LEI: 984500957DB10F0T4B11, ABN: 42 388 204 496, Brazil Registration CPF: 12192308124; SEC Registration CIK: 0001872362

Better World Future Fund; LEI: 984500914484J1F7PE95, ABN: 26 317 275 322; [zvGN#]SB]KKMe;Zq

GLOBAL HEAD OFFICE: Level 29, Olaya Towers Tower B, Intersection of Olaya Street & Mohammed Bin Abdul-Aziz Street, Riyadh 11523.

Australia: Level 6, Reserve Bank Building, 111 Macquarie Street, Hobart, TAS, 7000; Korea: 4F-4052, 14, Hangeulbiseok-ro 24-gil, Nowon-gu, Seoul, Republic of Korea

Vietnam: Suite 103, 140 Nguyen Van Thu Street, District 1, Ho Chi Minh, Vietnam, Washington: 1015 15th ST NW #1000 Washington DC, 20005 USA

Phone; +61 (0) 450 831 708, Email; ue.gbal@icunitaryexecutive.com andrew.garrett@oenoviva-capital-resources.com; contact@privategoldreservbank.com ;

andrew.garrett@dunamic-capital-bank.com ; andrew.garrett@betterworldfuturefund.org; chiefjustice@iccriminalcourt.org

<https://oenoviva-capital-resources.com/>; <https://vivacoin.org/> <https://www.carbonhelix.net/>

<https://betterworldfuturefund.org/> <https://thecommonwealth.org/> <http://privategoldreservebank.com/>



cfo.global@oenoviva-capital-resources.com
cfo.global@dynamic-capital-bank.com
Mr Steven Bailey, CEO Oenoviva (Alberta)
ceo.alberta@oenoviva-capital-resources.com

**AMG 9228 NOTICE OF PROTEST OF DISHONOUR ADDENDUM TO AMG 9158b
CITIBANK ELAINE DI PAPAS NOTICE OF CRYSTALLISATION; SEIZURE OF
COLLATERAL; RETENTION OF COLLATERAL 31.10.25.**

Dear Citibank N.A.,

You have received delivery of USD\$1,005,000,000.00 on the 10th of November 2025 (“**ANNEXURE 1**”) in which regard no person has attempted to contact me to validate the payment to the account of Elaine D Papas as cleared funds in accordance with the obligations of the Law Office of Elaine D Papas as Escrow Account nominee of the Vendor.

On the 12th November 2025;

From: Yip, Kin C <kin.c.yip@citi.com>
Sent: Wednesday, 12 November 2025 8:00 AM
To: andrew.garrett@betterworldfuturefund.org
Subject: Automatic reply: AMG 9184 HCMP-1855-2022; TFM 81788 PURPORTED UNILATERAL TERMINATION OF SALE AND PURCHASE AGREEMENT DATED 2nd OCTOBER 2025

I will be out of office On November 11th, 2025 for Veterans Day as the bank is closed and returning on November 12th, 2025. If you need immediate assistance, please reach out to our service team at 877-528-0990.

We appreciate your business and are here to help you with your financial needs.

As the situation surrounding COVID-19 continues to evolve, we want to assure you that we are here to help support you. I have provide contact numbers below.

For immediate assistance please contact the following:

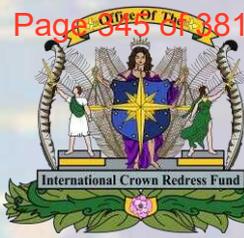
*For Citibusiness Online Support:
1-800-285-1709 Option 1*

*Citibusiness Service Center:
1-877-528-0990*

*Bill Payment Support:
1-800-285-1709*

*CitiWires Specialty Unit
1-888-606-9716*

On the 20th of November 2025 I received Notice that Mr Yip did not read and had deleted my correspondence (“**ANNEXURE 2**”) marked as AMG 9158b CITIBANK ELAINE DI PAPAS NOTICE OF CRYSTALLISATION; SEIZURE OF COLLATERAL; RETENTION OF COLLATERAL 31.10.25.



It is my respectful view that action of Mr Ypi for and on behalf of Citibank N.A. is a “Terrorist Act” within the meaning of *the Suppression of Terrorism Financing Act 2002 (AU)* and engages a Penalty under the provisions of *the Charter of the United Nations Act 1945 (AU)* in favour of the Vendor and the Purchaser as follows:

1. The Vendor the Purchase Price of USD\$2,000,000,000.00 (Two Billion United States Dollars) + 300% = USD\$8,000,000,000.00 (Eight Billion United States Dollars).
2. The Purchaser of the value of the Asset US\$ 10,791,900,000.00 (Ten Billion, Seven Hundred and Ninety-One Million, and Nine Hundred Thousand North American Dollars) + 300% = USD\$43,167,600,000 (Fourty Three Billion One Hundred Sixty Seven Million Six Hundred Thousand United States Dollars)

I act as a constructive Trustee for the Vendor in which regard I advise counsel has been engaged to act in Australia against your related entity Citigroup Pty Ltd.

Notice to Agent is Notice to Principal and vice versa.

Definitions applicable to this matter

- **“asset” means:**¹
 - (a) *an asset of any kind or property of any kind, whether tangible or intangible, movable or immovable, however acquired; and*
 - (b) *a legal document or instrument in any form, including electronic or digital, evidencing title to, or interest in, such an asset or such property, including, but not limited to, bank credits, travellers cheques, bank cheques, money orders, shares, securities, bonds, debt instruments, drafts and letters of credit.*
- **“funds” means:**²
 - (a) *property and assets of every kind, whether tangible or intangible, movable or immovable, however acquired; and*
 - (b) *legal documents or instruments in any form, including electronic or digital, evidencing title to, or interest in, such property or assets, including, but not limited to, bank credits, travellers’ cheques, bank cheques, money orders, shares, securities, bonds, debt instruments, drafts and letters of credit.*
- **“Public official” shall mean:**³
 - (i) *any person holding a legislative, executive, administrative or judicial office of a State Party, whether appointed or elected, whether permanent or temporary, whether paid or unpaid, irrespective of that person’s seniority;*

¹ COTUNA

² *the Suppression of Terrorism Financing Act 2002 (AU)*

³ UNCAC



- (ii) *any other person who performs a public function, including for a public agency or public enterprise, or provides a public service, as defined in the domestic law of the State Party and as applied in the pertinent area of law of that State Party;*
 - (iii) *any other person defined as a “public official” in the domestic law of a State Party. However, for the purpose of some specific measures contained in chapter II of this Convention, “public official” may mean any person who performs a public function or provides a public service as defined in the domestic law of the State Party and as applied in the pertinent area of law of that State Party;*
- *“Property”⁴ shall mean assets of every kind, whether corporeal or incorporeal, movable or immovable, tangible or intangible, and legal documents or instruments evidencing title to or interest in such assets;*
 - *“Proceeds of crime”⁵ shall mean any property derived from or obtained, directly or indirectly, through the commission of an offence;*
 - *“Freezing” or “seizure”⁶ shall mean temporarily prohibiting the transfer, conversion, disposition or movement of property or temporarily assuming custody or control of property on the basis of an order issued by a court or other competent authority;*
 - *“Confiscation”⁷, which includes forfeiture where applicable, shall mean the permanent deprivation of property by order of a court or other competent authority;*
 - *“Predicate offence”⁸ shall mean any offence as a result of which proceeds have been generated that may become the subject of an offence as defined in article 23 of this Convention;*

The Crown and parties copied on this communique have admitted that I am the undisputed Liquidator and Managing Controller appointed to the Commonwealth, States and Territories of Australia, Price Waterhouse Coopers, Phillips Fox Lawyers, Ross & McCarthy Lawyers, Fisher Jeffries Lawyers, Gadens Lawyers, Finlaysons Lawyers, Dentons Lawyers, and BDO Accountants and Advisors amongst other Tranche 2 reporting entities who have interfered with assets and/or funds related to me as major indictable offences within the meaning of the Unwritten Constitution of the British Empire a.k.a. the Commonwealth of Nations, the Cestui Que Vie Trust Act 1666 (UK), the Constitution of the United States of America 1789 , the Enforcement Act 1870 (US), the National Debt Act 1870 (UK) the Commonwealth of Australia Constitution Act 1900 (UK), The Acts Interpretation Act 1901 (AU), Judiciary Act 1903 (AU), the Montevideo Convention 1936, the Charter of the United Nations Act 1945 (AU)/ATS1 (“COTUNA”), the

⁴ UNCAC

⁵ UNCAC

⁶ UNCAC

⁷ UNCAC

⁸ UNCAC



Banking Act 1959 (AU), the Reserve Bank Act 1959 (AU), the Bankruptcy Act 1966 (AU), the International Convention on Civil and Political Rights/ATS 5, the International Covenant on Social Economic Rights 1966/ ATS 23, the Vienna Convention on the Law of Treaties 1969, the Administrative Appeals Tribunal Act 1975 (AU), the Federal Court of Australia Act 1976 (AU), the Administrative Decisions Judicial Review Act 1977 (AU), the Foreign Corrupt Practices Act 1977 (US), the Legal Practitioners Act 1981 (AU), the Freedom of information Act 1982 (AU), the Insolvency Act 1986 (UK), the ASIC Act 1990 (AU), the Freedom of Information Act 1991 (SA), the Corporations Act 2001 (AU), Measures To Combat Serious And Organised Crime Act 2001 (AU), Proceeds of Crime (Consequential Amendments and Transitional Provisions) Act 2002 NO. 86, 2002 (AU), Charter of The United Nations Amendment Act 2002 (AU), the Suppression of Terrorism Financing Act 2002 (AU), the United Nations Convention against Corruption 2003/ATS 2 (“**UNCAC**”), the Legal Profession Uniform Law Act 2004 (Vic), (NSW), (Qld), the Anti-Money Laundering/ Counter Terrorism Financing Act 2006 (AU) the Cross Border Insolvency Act 2008 (AU), the Personal Property Security Act 2009 (AU) the Bribery Act 2010 (UK), the Global Magnitsky Act 2012/ 2016 (US), the Autonomous Sanctions Act 2011 (AU) the Charter of the Commonwealth 2013 (Regina) the Public Interest Disclosure Act 2013 (AU), the Public Governance Performance and Accountability Act 2013 (AU), the Legal Practitioners Amendment (Garrett) Act 2014 (SA) the Separation of Powers Restoration Act 2016, 2021, 2023 (US), the Autonomous Sanctions Amendment (Magnitsky -style and Other Thematic Sanctions) Act 2021 (AU), the Sanctions and Anti Money Laundering Act 2018 (UK), The Treasury Laws Amendment (Reserve Bank Reforms) Act 2024 and the Administrative Review Tribunal Act 2024 (AU) amongst other applicable laws.

SUPPRESSION OF TERRORISM FINANCING ACT 2002 (AU)

Part 5.3—Terrorism

Division 100—Preliminary

100.1 Definitions

(1) In this Part:

Commonwealth place has the same meaning as in the Commonwealth Places (Application of Laws) Act 1970.

constitutional corporation means a corporation to which paragraph 51(xx) of the Constitution applies.

funds means:

(a) property and assets of every kind, whether tangible or intangible, movable or immovable, however acquired; and

(b) legal documents or instruments in any form, including electronic or digital, evidencing title to, or interest in, such property or assets, including, but not limited to, bank credits, travellers’ cheques, bank cheques, money orders, shares, securities, bonds, debt instruments, drafts and letters of credit.

organisation means:

(a) a body corporate; or



(b) an unincorporated body;

whether or not the body is based outside Australia, consists of persons who are not Australian citizens, or is part of a larger organisation.

terrorist act means an action or threat of action where:

(a) the action falls within subsection (2) and does not fall within subsection (2A); and

(b) the action is done or the threat is made with the intention of advancing a political, religious or ideological cause; and

(c) the action is done or the threat is made with the intention of:

(i) coercing, or influencing by intimidation, the government of the Commonwealth or a State, Territory or foreign country, or of part of a State, Territory or foreign country; or

(ii) intimidating the public or a section of the public.

(2) Action falls within this subsection if it:

(a) causes serious harm that is physical harm to a person; or

(b) causes serious damage to property; or

(ba) causes a person's death; or

(c) endangers a person's life, other than the life of the person taking the action; or

(d) creates a serious risk to the health or safety of the public or a section of the public; or

(e) seriously interferes with, seriously disrupts, or destroys, an electronic system including, but not limited to:

(i) an information system; or

(ii) a telecommunications system; or

(iii) a financial system; or

(iv) a system used for the delivery of essential government services; or

(v) a system used for, or by, an essential public utility; or

(vi) a system used for, or by, a transport system.

(2A) Action falls within this subsection if it:

(a) is advocacy, protest, dissent or industrial action; and

(b) is not intended:

(i) to cause serious harm that is physical harm to a person; or

(ii) to cause a person's death; or

(iii) to endanger the life of a person, other than the person taking the action; or

(iv) to create a serious risk to the health or safety of the public or a section of the public.

(3) In this Division:

(a) a reference to any person or property is a reference to any person or property wherever situated, within or outside Australia; and

(b) a reference to the public includes a reference to the public of a country other than Australia.

100.2 Constitutional basis for offences

(1) This Part applies to a terrorist act constituted by an action, or threat of action, in relation to which the Parliament has power to legislate.



(2) Without limiting the generality of subsection (1), this Part applies to a terrorist act constituted by an action, or threat of action, if:

(a) the action affects, or if carried out would affect, the interests of:

- (i) the Commonwealth; or
- (ii) an authority of the Commonwealth; or
- (iii) a constitutional corporation; or

(b) the threat is made to:

- (i) the Commonwealth; or
- (ii) an authority of the Commonwealth; or
- (iii) a constitutional corporation; or

- (a) the action is carried out by, or the threat is made by, a constitutional corporation; or
- (d) the action takes place, or if carried out would take place, in a Commonwealth place; or

(e) the threat is made in a Commonwealth place; or

(f) the action involves, or if carried out would involve, the use of a postal service or other like service; or

(g) the threat is made using a postal or other like service; or

(h) the action involves, or if carried out would involve, the use of an electronic communication; or

(i) the threat is made using an electronic communication; or

(j) the action disrupts, or if carried out would disrupt, trade or commerce:

(i) between Australia and places outside Australia; or

(ii) among the States; or

(iii) within a Territory, between a State and a Territory or between 2 Territories; or

(a) the action disrupts, or if carried out would disrupt:

(i) banking (other than State banking not extending beyond the limits of the State concerned); or

(ii) insurance (other than State insurance not extending beyond the limits of the State concerned); or

(l) the action is, or if carried out would be, an action in relation to which the Commonwealth is obliged to create an offence under international law; or

(m) the threat is one in relation to which the Commonwealth is obliged to create an offence under international law; or

(n) the action takes place, or if carried out would take place, outside Australia; or

(o) the threat is made outside Australia.

Division 103—Financing terrorism

103.1 Financing terrorism

(1) A person commits an offence if:

(a) the person provides or collects funds; and

(b) the person is reckless as to whether the funds will be used to facilitate or engage in a terrorist act.

Penalty: Imprisonment for life.

Note: Intention is the fault element for the conduct described in paragraph (1)(a). See subsection 5.6(1).

(2) A person commits an offence under subsection (1) even if the terrorist act does not occur.



(3) Section 15.4 (extended geographical jurisdiction—category D) applies to an offence against subsection (1).

PROCEEDS OF CRIME (CONSEQUENTIAL AMENDMENTS AND TRANSITIONAL PROVISIONS) ACT 2002 NO. 86, 2002 - SCHEDULE 1

- Money laundering

Criminal Code Act 1995

1 The Schedule (before Part 10.5 of the *Criminal Code*)

Insert:

Part 10.2—Money laundering Division 400—Money laundering 400.1 Definitions

(1) In this Division:

ADI (authorised deposit-taking institution) means:

- (a) a body corporate that is an ADI for the purposes of the [Banking Act 1959](#); or
- (b) the Reserve Bank of Australia; or
- (c) a person who carries on State banking within the meaning of paragraph 51(xiii) of the Constitution.

deals with money or other property has the meaning given by section 400.2.

instrument of crime : money or other property is an instrument of crime if it is used in the commission of, or used to facilitate the commission of, an offence that may be dealt with as an indictable offence (even if it may, in some circumstances, be dealt with as a summary offence).

proceeds of crime means any money or other property that is derived or realised, directly or indirectly, by any person from the commission of an offence that may be dealt with as an indictable offence (even if it may, in some circumstances, be dealt with as a summary offence).

property means real or personal property of every description, whether situated in Australia or elsewhere and whether tangible or intangible, and includes an interest in any such real or personal property.

(2) To avoid doubt, a reference in this Division to **money or other property** includes a reference to financial instruments, cards and other objects that represent money or can be exchanged for money, whether or not they have intrinsic value.

400.2 Meaning of *dealing with money or other property*

(1) For the purposes of this Division, a person **deals with money or other property** if:



(a) he person does any of the following:

- (i) receives, possesses, conceals or disposes of money or other property;
 - (ii) imports money or other property into, or exports money or other property from, Australia;
 - (iii) engages in a banking transaction relating to money or other property;
- (b) the money or other property is proceeds of crime, or could become an instrument of crime, in relation to an offence that is a Commonwealth indictable offence or a foreign indictable offence.

(2) For the purposes of this Division, a person *deals with money or other property* if:

(a) the person does any of the following:

- (i) receives, possesses, conceals or disposes of money or other property;
 - (ii) imports money or other property into, or exports money or other property from, Australia;
 - (iii) engages in a banking transaction relating to money or other property;
- (b) the person does any of the matters referred to in paragraph (a):
- (i) in the course of or for the purposes of importation of goods into, or exportation of goods from, Australia; or
 - (ii) by means of a communication using a postal, telegraphic or telephonic service within the meaning of paragraph 51(xx) of the Constitution; or
 - (iii) in the course of banking (other than State banking that does not extend beyond the limits of the State concerned).

(3) In this section:

banking transaction includes:

- (a) any transaction made at an ADI; and
- (b) any transaction involving a money order.

Commonwealth indictable offence means an offence against a law of the Commonwealth, or a law of a Territory (other than the Australian Capital Territory and the Northern Territory), that may be dealt with as an indictable offence (even if it may, in some circumstances, be dealt with as a summary offence).

export money or other property, from Australia, includes transfer money or other property from Australia by an electronic communication.

foreign indictable offence means an offence against a law of a foreign country constituted by conduct that, if it had occurred in Australia, would have constituted an offence against:

- (a) a law of the Commonwealth; or
- (b) a law of a State or Territory connected with the offence;

that may be dealt with as an indictable offence (even if it may, in some circumstances, be dealt with as a summary offence).

Note: See subsection (4) for when a law of a State or Territory is connected with the offence.

import money or other property, into Australia, includes transfer money or other property to Australia by an electronic communication.



(4) For the purposes of the definition of *foreign indictable offence* in subsection (3), a State or Territory is connected with the offence if:

- (a) a dealing in money or property takes place in the State or Territory; and
- (b) the money or property would be proceeds of crime, or could become an instrument of crime, in relation to the offence if the offence were a foreign indictable offence.

400.3 Dealing in proceeds of crime etc.—money or property worth \$1,000,000 or more

(1) A person is guilty of an offence if:

- (a) the person deals with money or other property; and
 - (b) either:
 - (i) the money or property is, and the person believes it to be, proceeds of crime; or
 - (ii) the person intends that the money or property will become an instrument of crime; and
 - (a) at the time of the dealing, the value of the money and other property is \$1,000,000 or more.
- Penalty: Imprisonment for 25 years, or 1500 penalty units, or both.

(2) A person is guilty of an offence if:

- (a) the person deals with money or other property; and
- (b) either:
 - (i) the money or property is proceeds of crime; or
 - (ii) there is a risk that the money or property will become an instrument of crime; and
- (b) the person is reckless as to the fact that the money or property is proceeds of crime or the fact that there is a risk that it will become an instrument of crime (as the case requires); and
- (d) at the time of the dealing, the value of the money and other property is \$1,000,000 or more.

Penalty: Imprisonment for 12 years, or 720 penalty units, or both.

(3) A person is guilty of an offence if:

- (a) the person deals with money or other property; and
- (b) either:
 - (i) the money or property is proceeds of crime; or
 - (ii) there is a risk that the money or property will become an instrument of crime; and
- (c) the person is negligent as to the fact that the money or property is proceeds of crime or the fact that there is a risk that it will become an instrument of crime (as the case requires); and
- (d) at the time of the dealing, the value of the money and other property is \$1,000,000 or more.

Penalty: Imprisonment for 5 years, or 300 penalty units, or both.

(4) Absolute liability applies to paragraphs (1)(c), (2)(d) and (3)(d).

Note: Section 400.10 provides for a defence of mistake of fact in relation to these paragraphs.

400.4 Dealing in proceeds of crime etc.—money or property worth \$100,000 or more

(1) A person is guilty of an offence if:

- (a) the person deals with money or other property; and
- (b) either:



- (i) the money or property is, and the person believes it to be, proceeds of crime; or
 - (ii) the person intends that the money or property will become an instrument of crime; and
 - (c) at the time of the dealing, the value of the money and other property is \$100,000 or more.
- Penalty: Imprisonment for 20 years, or 1200 penalty units, or both.

(2) A person is guilty of an offence if:

- (a) the person deals with money or other property; and
- (b) either:
 - (i) the money or property is proceeds of crime; or
 - (ii) there is a risk that the money or property will become an instrument of crime; and
 - (c) the person is reckless as to the fact that the money or property is proceeds of crime or the fact that there is a risk that it will become an instrument of crime (as the case requires); and
 - (d) at the time of the dealing, the value of the money and other property is \$100,000 or more.

Penalty: Imprisonment for 10 years, or 600 penalty units, or both.

(3) A person is guilty of an offence if:

- (a) the person deals with money or other property; and
- (b) either:
 - (i) the money or property is proceeds of crime; or
 - (ii) there is a risk that the money or property will become an instrument of crime; and
 - (c) the person is negligent as to the fact that the money or property is proceeds of crime or the fact that there is a risk that it will become an instrument of crime (as the case requires); and
 - (d) at the time of the dealing, the value of the money and other property is \$100,000 or more.

Penalty: Imprisonment for 4 years, or 240 penalty units, or both.

(4) Absolute liability applies to paragraphs (1)(c), (2)(d) and (3)(d).

Note: Section 400.10 provides for a defence of mistake of fact in relation to these paragraphs.

400.5 Dealing in proceeds of crime etc.—money or property worth \$50,000 or more

(1) A person is guilty of an offence if:

- (a) the person deals with money or other property; and
- (b) either:
 - (i) the money or property is, and the person believes it to be, proceeds of crime; or
 - (ii) the person intends that the money or property will become an instrument of crime; and
 - (d) at the time of the dealing, the value of the money and other property is \$50,000 or more.

Penalty: Imprisonment for 15 years, or 900 penalty units, or both.

(2) A person is guilty of an offence if:

- (a) the person deals with money or other property; and
- (b) either:
 - (i) the money or property is proceeds of crime; or



- (ii) there is a risk that the money or property will become an instrument of crime; and
- (c) the person is reckless as to the fact that the money or property is proceeds of crime or the fact that there is a risk that it will become an instrument of crime (as the case requires); and
- (d) at the time of the dealing, the value of the money and other property is \$50,000 or more.

Penalty: Imprisonment for 7 years, or 420 penalty units, or both.

(3) A person is guilty of an offence if:

- (a) the person deals with money or other property; and
- (b) either:
 - (i) the money or property is proceeds of crime; or
 - (ii) there is a risk that the money or property will become an instrument of crime; and
- (c) the person is negligent as to the fact that the money or property is proceeds of crime or the fact that there is a risk that it will become an instrument of crime (as the case requires); and
- (d) at the time of the dealing, the value of the money and other property is \$50,000 or more.

Penalty: Imprisonment for 3 years, or 180 penalty units, or both.

(2) Absolute liability applies to paragraphs (1)(c), (2)(d) and (3)(d).

Note: Section 400.10 provides for a defence of mistake of fact in relation to these paragraphs.

400.6 Dealing in proceeds of crime etc.—money or property worth \$10,000 or more

(1) A person is guilty of an offence if:

- (a) the person deals with money or other property; and
- (b) either:
 - (i) the money or property is, and the person believes it to be, proceeds of crime; or
 - (ii) the person intends that the money or property will become an instrument of crime; and
- (b) at the time of the dealing, the value of the money and other property is \$10,000 or more.

Penalty: Imprisonment for 10 years, or 600 penalty units, or both.

(2) A person is guilty of an offence if:

- (a) the person deals with money or other property; and
- (b) either:
 - (i) the money or property is proceeds of crime; or
 - (ii) there is a risk that the money or property will become an instrument of crime; and
- (c) the person is reckless as to the fact that the money or property is proceeds of crime or the fact that there is a risk that it will become an instrument of crime (as the case requires); and
- (d) at the time of the dealing, the value of the money and other property is \$10,000 or more.

Penalty: Imprisonment for 5 years, or 300 penalty units, or both.

(3) A person is guilty of an offence if:

- (a) the person deals with money or other property; and
- (b) either:
 - (i) the money or property is proceeds of crime; or



- (ii) there is a risk that the money or property will become an instrument of crime; and
- (c) the person is negligent as to the fact that the money or property is proceeds of crime or the fact that there is a risk that it will become an instrument of crime (as the case requires); and
- (d) at the time of the dealing, the value of the money and other property is \$10,000 or more.

Penalty: Imprisonment for 2 years, or 120 penalty units, or both.

(4) Absolute liability applies to paragraphs (1)(c), (2)(d) and (3)(d).

Note: Section 400.10 provides for a defence of mistake of fact in relation to these paragraphs.

400.7 Dealing in proceeds of crime etc.—money or property worth \$1,000 or more

(1) A person is guilty of an offence if:

- (a) the person deals with money or other property; and
- (b) either:
 - (i) the money or property is, and the person believes it to be, proceeds of crime; or
 - (ii) the person intends that the money or property will become an instrument of crime; and
- (c) at the time of the dealing, the value of the money and other property is \$1,000 or more.

Penalty: Imprisonment for 5 years, or 300 penalty units, or both.

(2) A person is guilty of an offence if:

- (a) the person deals with money or other property; and
- (b) either:
 - (i) the money or property is proceeds of crime; or
 - (ii) there is a risk that the money or property will become an instrument of crime; and
- (c) the person is reckless as to the fact that the money or property is proceeds of crime or the fact that there is a risk that it will become an instrument of crime (as the case requires); and
- (d) at the time of the dealing, the value of the money and other property is \$1,000 or more.

Penalty: Imprisonment for 2 years, or 120 penalty units, or both.

(3) A person is guilty of an offence if:

- (a) the person deals with money or other property; and
- (b) either:
 - (i) the money or property is proceeds of crime; or
 - (ii) there is a risk that the money or property will become an instrument of crime; and
- (c) the person is negligent as to the fact that the money or property is proceeds of crime or the fact that there is a risk that it will become an instrument of crime (as the case requires); and
- (d) at the time of the dealing, the value of the money and other property is \$1,000 or more.

Penalty: Imprisonment for 12 months, or 60 penalty units, or both.

(4) Absolute liability applies to paragraphs (1)(c), (2)(d) and (3)(d).

Note: Section 400.10 provides for a defence of mistake of fact in relation to these paragraphs.

400.8 Dealing in proceeds of crime etc.—money or property of any value

(1) A person is guilty of an offence if:



- (a) the person deals with money or other property; and
- (b) either:
 - (i) the money or property is, and the person believes it to be, proceeds of crime; or
 - (ii) the person intends that the money or property will become an instrument of crime.

Penalty: Imprisonment for 12 months, or 60 penalty units, or both.

(2) A person is guilty of an offence if:

- (a) the person deals with money or other property; and
- (b) either:
 - (i) the money or property is proceeds of crime; or
 - (ii) there is a risk that the money or property will become an instrument of crime; and
- (d) the person is reckless as to the fact that the money or property is proceeds of crime or the fact that there is a risk that it will become an instrument of crime (as the case requires).

Penalty: Imprisonment for 6 months, or 30 penalty units, or both.

(3) A person is guilty of an offence if:

- (a) the person deals with money or other property; and
- (b) either:
 - (i) the money or property is proceeds of crime; or
 - (ii) there is a risk that the money or property will become an instrument of crime; and
- (b) the person is negligent as to the fact that the money or property is proceeds of crime or the fact that there is a risk that it will become an instrument of crime (as the case requires).

Penalty: 10 penalty units.

400.9 Possession etc. of property reasonably suspected of being proceeds of crime etc.

(1) A person is guilty of an offence if:

- (a) the person:
 - (i) receives, possesses, conceals or disposes of money or other property; or
 - (ii) imports money or other property into, or exports money or other property from, Australia; and
- (b) it is reasonable to suspect either or both of the following:
 - (i) the money or property is proceeds of crime in relation to a Commonwealth indictable offence or a foreign indictable offence;
 - (ii) the money or property is proceeds of crime, and the person's conduct referred to in paragraph (a) takes place in circumstances referred to in subsection (3).

Penalty: Imprisonment for 2 years, or 50 penalty units, or both.

(2) Without limiting paragraph (1)(b), that paragraph is taken to be satisfied if:

- (a) the conduct referred to in paragraph (1)(a) involves a number of transactions that are structured or arranged to avoid the reporting requirements of the *Financial Transaction Reports Act 1988* that would otherwise apply to the transactions; or
- (b) the conduct involves using one or more accounts held with ADIs in false names; or