

Fill in this information to identify the case:

United States Bankruptcy Court for the:

District of Arizona

Case number (If known): 14054189-1 Chapter 15

17-12259

Check if this is an amended filing

FILED USBC CLRK PHY 2017 DCT 16 PH1:56

Official Form 401

Chapter 15 Petition for Recognition of a Foreign Proceeding 12/

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write debtor's name and case number (if known)

1.	Debtor's name	Michael Damon Dugger	
2.	Debtor's unique identifier	For non-individual debtors: Federal Employer Identification Number (EIN) Other 102-57-023787 Describe identifier Global designation	
		For individual debtors: Social Security number: xxx - xx	
3.	Name of foreign representative(s)	Michael D. Dugger	
4.	Foreign proceeding in which appointment of the foreign representative(s) occurred	United States District Court for the district of Arizona case #14054189-1	
5.	Nature of the foreign proceeding	Check one: Foreign main proceeding Foreign nonmain proceeding Foreign main proceeding, or in the alternative foreign nonmain proceeding	
6.	Evidence of the foreign proceeding	 □ A certified copy, translated into English, of the decision commencing the foreign proceeding and appointing the foreign representative is attached. □ A certificate, translated into English, from the foreign court, affirming the existence of the foreign proceeding and of the appointment of the foreign representative, is attached. ☑ Other evidence of the existence of the foreign proceeding and of the appointment of the foreign representative is described below, and relevant documentation, translated into English, is attached. 1. United States of America document #14054189-1 2. Judgment of lien 	
7.	Is this the only foreign proceeding with respect to the debtor known to the foreign representative(s)?	 No. (Attach a statement identifying each country in which a foreign proceeding by, regarding, or against the debtor is pending.) ✓ Yes 	

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Debtor Michael Damor	Dugger	Case number (#known) 14054189-1
8. Others entitled to notice	Attach a list containing the names and addresses	s of:
	(i) all persons or bodies authorized to administr	er foreign proceedings of the debtor,
	(ii) all parties to litigation pending in the United petition, and	States in which the debtor is a party at the time of filing of this
	(iii) all entities against whom provisional relief is	being sought under § 1519 of the Bankruptcy Code.
9. Addresses	Country where the debtor has the center of its main interests:	Debtor's registered office:
	United States of America	
		Number Street
		P.O. BOX 2111
		P.O. Box
		Phoenix, Arizona 85001 City State/Province/Region ZIP/Postal Code
		City State/Province/Region ZIP/Postal Code
		United States of America
		Country
	Individual debtor's habitual residence:	Address of foreign representative(s):
		4454 E Coconino Street
	Number Street	Number Street
	P.O. Box	P.O. Box
	Other Province Province 7D to 100	Phoenix, Arizona 85044
	City State/Province/Region ZIP/Postal Co	de City State/Province/Region ZIP/Postal Code
		United States of America
	Country	Country
10. Debtor's website (URL)		
11. Type of debtor	Check one:	
, , , , , , , , , , , , , , , , ,	✓ Non-individual (check one):	
		rights etatement containing the information
	described in Fed. R. Bankr. P. 7007.1.	rship statement containing the information
	☐ Partnership	
	☑ Other. Specify: <u>Trust</u>	
	☐ Individual	

Debtor Michael Damon Dug	ger	Case number (# known)_14054189-1	
12. Why is venue proper in <i>this</i> district?	Debtor does not have a place of business or action or proceeding in a federal or state cou	r assets in the United States are in this district. r assets in the United States, but the following urt is pending against the debtor in this district: nt with the interests of justice and the convenience ught by the foreign representative, because:	
3. Signature of foreign representative(s)	I request relief in accordance with chapter 15 of title 11, United States Code. I am the foreign representative of a debtor in a foreign proceeding, the debtor is eligible for the relief sought in this petition, and I am authorized to file this petition.		
	I have examined the information in this petiti information is true and correct. I declare under penalty of perjury that the formation is true and correct. Signature of foreign representative		
	Executed on 10/16/2017 MM / DD / YYYY Signature of foreign representative	Printed name	
	Executed on MM / DD / YYYY		
4. Signature of attorney	Signature of Attorney for foreign representative Printed name Firm name Number Street	ve MM / DD / YYYY	
	City	State ZIP Code	
	Contact phone	Email address	
	Bar number	State	

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COMMERCIAL SECURITY AGREEMENT

NON-NEGOTIABLE

This Security Agreement is made and entered into the 26th day of October 1975, by and between Michael Damon Dugger, a trust, global designation 102-57-023787, hereinafter "DEBTOR," and Michael Damon, grantor, hereinafter "Secured Party". If any part or portion of this Security Agreement is found to be invalid or unenforceable, such part or portion shall not void any other part or portion as reasonably segregable from said part(s) or portion(s). The Parties, hereinafter "Parties," are identified as follows:

DEBTOR

Michael Damon Dugger, a trust global designation 102-57-023787 PO Box 2111 Phoenix, Arizona 85001

Secured Party

Michael Damon, grantor c/o 4454 E. Coconino St. Phoenix, Arizona 85044

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

In consideration for the Secured Party providing certain accommodations to DEBTOR, inter alia, to the Secured Party:

- Constituting the source, origin, substance, and being, i.e. basis of "pre-existing claim," from which the
 existence of DEBTOR was derived and on the basis of which DEBTOR is able to function as a transmitting
 utility to conduct Commercial Activity as a conduit for the transmission of goods and services to the Secured
 Party, and to interact, contract, and exchange goods, services, obligations, and liabilities with other
 DEBTORS, corporations, and artificial persons in Commerce;
- 2. Signing by accommodation for DEBTOR in all cases whatsoever wherein any signature of DEBTOR is required;
- 3. Issuing a binding commitment to extend credit or for the extension of immediately available credit, whether or not drawn upon and whether or not a chargeback is provided for in the event of difficulties in collection:
- 4. Providing the security for payment of all sums due or owing, or to become due or owing, by DEBTOR; and
- 5. Constituting the source of the assets, via the sentient existence, exercise of faculties, and labor of the Secured Party, which provide the valuable consideration sufficient to support any contract which DEBTOR may execute or to which DEBTOR may be regarded as bound by any person whatsoever.

DEBTOR hereby confirms that this Security Agreement is a duly executed, signed, and sealed private contract entered into knowingly, intentionally, and voluntarily by DEBTOR and Secured Party, wherein and whereby DEBTOR:

- 1. Voluntarily enters DEBTOR in the Commercial Registry;
- 2. Transfers and assigns to the Secured Party a security interest in the Collateral described herein below; and

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3. Agrees to be, act, and function in law and commerce, as the unincorporated, proprietary trademark of the Secured Party for exclusive and discretionary use by the Secured Party in any manner that the Secured Party, by Sovereign and Unalienable Right, elects.

PUBLIC LAWFUL NOTICE

Filing of this Security Agreement by the Parties constitutes open, lawful, public notice that:

- 1. The law of this Security Agreement is the ratified, finalized, signed, and sealed private contract freely entered into by and between DEBTOR and the Secured Party as registered herewith.
- 2. This Security Agreement is contractually complete herein and herewith and cannot be abrogated, altered, or amended, in whole or part, without the express, written consent of both DEBTOR and the Secured Party.
- 3. DEBTOR is the transmitting utility, and unincorporated, proprietary trademark of the Secured Party, and all property of DEBTOR is the secured property of the Secured Party.
- 4. Any unauthorized use of DEBTOR in any manner that might influence, affect, pertain to, or be presumed to pertain to the Secured /-Party in any manner is expressly prohibited without the written consent of the Secured Party.

FIDELITY BOND

Know all men by these presents, that DEBTOR, Michael Damon Dugger, establishes this bond in favor of the Secured Party, Michael Damon, in the sum of present Collateral Values up to the penal sum of One Hundred Billion United States Dollars (\$100,000,000,000.00), for the payment of which bond, well and truly made, DEBTOR binds DEBTOR and DEBTOR'S heirs, executors, administrators, and third-party assigns, jointly and severally, by these presents.

The condition of the above bond is: the Secured Party covenants to do certain things on behalf of DEBTOR, as set forth above in Agreement, and DEBTOR, with regard to conveying goods and services in Commercial Activity to the Secured Party, covenants to serve as a transmitting utility therefore and, as assurance of fidelity, grants to the Secured Party a Security Interest in the herein below described Collateral.

This bond shall be in force and effect as of the date hereon and until the DEBTOR'S Surety, Michael Damon Dugger, is released from liability by the written order of the UNITED STATES GOVERNMENT and provided that said Surety may cancel this bond and be relieved of further liability hereunder by delivering thirty (30) day written notice to DEBTOR. No such cancellation shall affect any liability incurred or accrued hereunder prior to the termination of said thirty (30) day period. In such event of notice of cancellation, and in the event the UNITED STATES GOVERNMENT should reassert its constructive claim against Michael Damon Dugger, DEBTOR agrees to reissue the bond before the end of said thirty (30) day period for an amount equal to or greater than the above-stated value of this Security Agreement, unless the Parties agree otherwise.

INDEMNITY CLAUSE

DEBTOR, without the benefit of discussion or division, does hereby agree, covenant, and undertake to indemnify, defend, and hold the Secured Party harmless from and against any and all claims, losses, liabilities, costs, interests, and expenses, hereinafter referred to as "Claims" or "Claim," which Claims include, without restriction, all legal costs, interests, penalties, and fines suffered or incurred by the Secured Party, in accordance with the Secured Party's personal guarantee with respect to any loan or indebtedness of DEBTOR, including any amount DEBTOR might be deemed to owe to any creditor for any reason whatsoever.

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Re: Case No: 14054189-1 Page 2 of 4 The Secured Party shall promptly advise DEBTOR of any Claim and provide DEBTOR with full details of said Claim, *inter alia*, copy of any document, correspondence, suit, or action received by or served upon the Secured Party. The Secured Party shall fully cooperate with DEBTOR in any discussion, negotiation, or other proceeding relating to any Claim.

OBLIGATIONS SECURED

The security interest granted herein secures any and all indebtedness and liability whatsoever of DEBTOR to the Secured Party, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and however evidenced.

COLLATERAL

The collateral to which this Security Agreement pertains, *inter alia*, all herein below described personal property of DEBTOR, now owned or hereafter, acquired by DEBTOR, in which the Secured Party holds all interest. DEBTOR retains possession and use, and rights of possession and use, of all accounts, proceeds, products, fixtures, services, and the Orders therefrom, are released to DEBTOR.

1. All securities, accounts, trusts and deposits represented by, associated with, or derived from, the global designation 102-57-023787

ADVISORY

All instruments and documents referenced/itemized above are accepted for value, with all related endorsements, front and back. This Security Agreement is accepted for value, property of the Secured Party, and not dischargeable in bankruptcy court as the Secured Party's property is exempt from third-party levy. This Security Agreement supersedes all previous contracts or security agreements between DEBTOR and the Secured Party.

DEBTOR agrees to notify all of DEBTOR'S former creditors, would-be creditors, and any would-be purchasers of any herein-described Collateral, of this Security Agreement, and all such personages are expressly so-noticed herewith.

This Security Agreement devolves on the Secured Party's heirs and assigns, who are equally as authorized, upon taking title to this Security Agreement, as the Secured Party to hold and enforce said Security Agreement via non-negotiable contract, devise, or any lawful commercial remedy.

DEFAULT

The following shall constitute the events of default hereunder:

- 1. Failure by DEBTOR to pay any debt secured hereby when due;
- 2. Failure by DEBTOR to perform any obligations secured hereby when required to be performed;
- 3. Any breach of any warranty by DEBTOR contained in this Security Agreement; or
- Any loss, damage, expense, or injury accruing to Secured Party by virtue of the transmitting-utility function of DEBTOR.

The Secured Party reserves the right to satisfy any judgment, lien, levy, debt, or obligation, whether unsecured, secured, or purported to be secured, against DEBTOR by executing a Bill of Exchange against the Fidelity Bond registered herewith.

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at Phoenix, Arizona,					
I, Michael Damon Dugger, Certificates of America, the foregoing record to be the true and Secured Party designated therein. Executed this	correct Security Agreement between the DEBTOR and the				
Beneficia	al owner, the DEBTOR trust				
Disclaimer: Use of a Notary Public in this document is for witness only, and does not stipulate to an election to submit to the jurisdiction indicated immediately below.					
State of Arizona) ss County of Maricopa)					
Subscribed and sworn (or affirmed) before me this 16th day of October 2017, by Michael Damon Dugger.					
(seal OFFICIAL SEAL LOREEN P. BLANCHARD	Roccen P. Blanchard Notary Public				
MOTARY PUBLIC - STATE OF ARIZONA MARICOPA COUNTY My Comm. Expires January 17, 2018	My commission expires: January 17, 2018				

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United States of America



DEPARTMENT OF STATE

To all to whom these presents shall come, Greetings:

I Certify That the document hereunto annexed is under the Seal of the State(s) of Arizona, and that such Seal(s) is/are entitled to full faith and credit.*

*For the contents of the annexed document,the Department assumes no responsibility This certificate is not valid if it is removed or altered in any way whatsoever

In testimony whereof, I, John F. Kerry, Secretary of State, have hereunto caused the seal of the Department of State to be affixed and my name subscribed by the Assistant Authentication Officer, of the said Department, at the city of Washington, in the District of Columbia, this twenty-second day of September, 2014.

Issued pursuant to CHXIV, State of Sept. 15, 1789, 1 Stat. 68-69; 22 USC 2657; 22USC 2651a; 5 USC 301; 28 USC 1733 et. seq.; 8 USC 1443(f); RULE 44 Federal Rules of Civil Procedure. Secretary State

By

Assistant Authentication Officer,

Department of State

RIZONA Department of State



UNITED STATES OF AMERICA

STATE OF ARIZONA

I, Ken Bennett, Secretary of State, do hereby certify that: PATRICIA ADAMS whose name and signature appear on the attached photostatic copy of a certificate of BIRTH CERTIFICATE, was, on the date shown, acting in an official capacity as the duly appointed and qualified ASSISTANT STATE REGISTRAR.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Arizona. Done at Phoenix, the capital, on this day, October 7, 2013.

Ken Bennett

Secretary of State

夏日心 CERTIFICATION OF VITAL RECORD VERIFICATION BOX" (HOLD BETWEEN THUMB AND FOREFINGER, OR BREATHE ON IT. COLOR WILL CHANGE TO BLUE AND THEN RETURN. STATE OF ARIZONA ARIZONA STATE DEPARTMENT OF HEALTH BUREAU OF VITAL STATISTICS CERTIFICATE OF LIVE BIRTH REGISTRAR'S NO USUAL RESIDENCE OF MO COUNTY Maricopa A STATE Arizona Maricons OR TOWN Z IN CITY LIMITS IN CITY LIMITS Phoenix OUTSIDE CITY LIMITS Phoenix OUTSIDE CITY LIMITS FULL NAME OF HOSPITAL OR INSTITUTION not in hospital or institution, give street address of location)
St. Joseph's Hospital STREET (IF RURAL, GIVE LOCATION). E. IS RESIDENCE ON A FARM? 3002 West Camelback Roat 3. CHILD'S NAME B. (MIDDLE C. (LAST) Michael Lamon -Dugger 5A. THIS BIRTH IF TWIN OR TRIBLET.

(THIS CHILD) A

IST | SHO! | SHO! | (MONTH) (DAY) (YEAR) 6B. HOUR SINGLE TWIN TRIPLET BIRTH 10 10:49 P.M FATHER OF CHILD 7. FULL NAME A. (FIRST) AGE (AT TIME Robert OF THIS BIRTH) white 10. USUAL RESIDENCE (WHERE DOES 11. BIRTHPLACE (STATE OR FOREIGN NEW USUAL DOCCUPA COUNTRY)
Phx. Indiana Mechanic 12B. KIND OF BUSINESS OR INDUSTRY Heitel GMC Truck Co Mechanic I MOTHER OF CHILD 13. FULL MAIDEN NAME B. (MIDDLE) AGE (AT TIME OF THIS BIRTH) COLOR OR RACE Gayle McGonagle} Laurene 15. BIRTHPLACE (STATE 17A. USUAL OR FOREIGN COUNTRY) CCUPA Brainerd, Minn. housewife white 17A. USUAL OCCUPATION 17B. KIND OF BUSI 18 CHIEDREN BORN TO THIS MOTHER (DO NOT INCLUDE THIS CHIED) AT HOW MANY OTHER CHILDREN ARE NOW C. HOW MANY OTHER CHILDREN WERE STILL-BORN (BORN DEAD AFTER 20 WEEKS PREGNANCY) 7 B. HOW MANY OTHER CHILDREN WERE BORN ALIVE BUT ARE NOW DEAD? I CERTIFY THAT THE INFORMA-TION IN ITEMS 1-18 IS CORRECT TO MY BEST KNOWLEDGE 19 PARENTS SIGNATURE 0 0 I HEREBY CERTIFY THAT
I ATTENDED THE BIRTH
OF THIS CHILD WHO WAS
BORN ALIVE ON THE
HOUR AND DATE STATED
ABOVE. 20A. ATTENDANTS SIGNATURE ATTENDANT AT BIRTH OTHER M.D. MIDWIFE D. O. (SPECIFY) 20D. DATE SIGNED 12.50-5) 21A. DATE REC'D BY LOCAL REG. DATE ON WHICH GIVEN NAME ADDED REGISTRAR 12/8/2006 63632763 This is a true certification of the facts on file with the OFFICE OF VITAL RECORDS, ARIZONA DEPARTMENT OF HEALTH SERVICES, PHOENIX, ARIZONA issued under **PATRICIA ADAMS** the authority of A.R.S. 36-341, and by direction of: ASSISTANT STATE REGISTRAR

This copy not valid unless prepared on a form displaying the State Seal and impressed with the raised seal of the issuing agency

ANY ALTERATION OR ERASURE VOIDS THIS DOCUMENT

Department of Health Services