

2012-73666

CAUSE NO.

DECAGON COMPANY LIMITED
AND LAWRENCE J. LESTER;
Plaintiffs

v.

DR. HASSAN MEGUID; GEMOLOGICAL
INSTITUTE OF AMERICA; VERDANT
TECHNOLOGY SOLUTIONS, LLC;
FEDERAL EXPRESS CUSTOM
CRITICAL DIVISION; ERIC JERGENSEN,
BARBARA GUIBORD; ARACELY SENZ;
CONTOUR COMPOSITES, INC.
(of Woods Cross, Utah); SELIPPOS
TECHNICAL LIMITED; DR. DEBASHIS
("DEBA") GOSH; JOSEPH G. HOMSY;
SUDASHAN ("SUNNY")
GANJIGATTE; CHARLES RIVER
ASSOCIATES, AND/OR CRA
INTERNATIONAL
Defendants

IN THE DISTRICT COURT

HARRIS COUNTY

190 JUDICIAL DISTRICT

JURY TRIAL REQUESTED

FILED
Chris Daniel
District Clerk

DEC 14 2012

Time:

Harris County, Texas

Deputy

RECORDER'S MEMORANDUM
This instrument is of poor quality
at the time of imaging

PLAINTIFFS' ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT;

COMES NOW, DECAGON COMPANY LIMITED and LAWRENCE J LESTER, Plaintiffs,
and files this their Original Petition and would respectfully show the Honorable Court as follows:

I. DISCOVERY CONTROL PLAN

This suit is governed by Tex. R. Civ. P. Discovery rule 190.4, and should be conducted in
accordance with the Level III Discovery Control Plan.

II. JURISDICTION AND VENUE

Venue lies n Harris County, Texas, under Texas Civil Practices & Remedies Code (CPRC)
15.002 (a) (1) et seq., because a substantial portion of the incidents/events, acts and omissions, made

CONFIRMED FILE DATE: 12/14/2012

Unofficial Copy of Marilyn Burgess District Clerk

the basis of this lawsuit occurred and/or had connection with events that occurred in Harris County, Texas, and the amount of damages claimed by Plaintiffs are far in excess of the minimum jurisdictional minimum of the Court under T.R. Civ. P. 47 (b).

III. PARTIES

1. The Plaintiffs are: Decagon Company Limited, a Washington limited liability corporation; and Lawrence J. Lester, a citizen and resident of King County, Washington.
2. The Defendants are:
 - (a) Dr. Hassan Meguid (“Meguid”) is a citizen of the State of Texas and lives in the State of Texas and may be served with process at 1810 Talcott Lane, Sugar Land, Texas 77479.
 - (b) Gemological Institute of America (“*GIA*”) is a corporation that is doing business in Texas, but does not have a registered agent for service in Texas; Therefore, Plaintiffs request that said entity be served through the Long-Arm Statute of the State of Texas Corporate entity at it’s headquarters at Gemological Institute of America, World Headquarters, The Robert Mouawad Campus, 5345 Armada Drive, Carlsbad, California 92008, attention president of chief executive order by having Secretary of State mail process directly to said Corporate entity at it’s headquarters.
 - (c) Verdant Solutions, LLC (“Verdant”) is an Illinois limited liability company that is doing business in Texas and may be served with process, by serving one of its two agents for service, Eric Jergensen or Barbara Guibord at their home office at 2500 N. Clark St., Suite 286, Chicago, IL 60614 . These two officers of verdant may be served through the Long-Arm Statute of the State of Texas by having process mailed by the Secretary of State to Mr. Jergensen or Ms. Guibord at such address in Chicago, Illinois.
 - (d) Federal Express Corp. (“FedEx”) and its division, “Custom and Critical care

Division”, do business in Texas and may be served with process by serving its registered agent for service, namely CT Corp System at 350 N. St. Paul, Suite 2900, Dallas, Texas 75201.

- (e) Eric Jergensen (“Jergensen”) is an individual who is doing business in Texas and who may be served through the Long-Arm Statute of the State of Texas by having the Secretary of State mail process to the home office of Mr. Jergensen at 53 E. 200 N. Salt Lake City, Utah 84103-2002.
- (f) Barbara Guibord (“Guibord”) is an individual who is doing business in Texas and who may be served through the Long-Arm Statute of the State of Texas by having the Secretary of State mail process to the home office of Ms. Guibord at 2500 N. Clark St., Suite 286, Chicago, IL 60614.
- (g) Aracely Seanz (“Seanz”) is a citizen of the State of Texas and lives in the State of Texas and may be served with process at her home in Harris County, Texas. Her specific address for service will be provided as soon as possible.
- (h) Contour Composites, Inc. is a Corporation doing business in Texas and may be served with process through the Long-Arm Statute of the State of Texas by having the Secretary of State mail process to its home office at 1955 S. 1800 W. Woods Cross, Utah 84087.
- (i) Selippos Technical Limited (“Selippos”) is a limited entity doing business in Texas and may be served with process by serving its agent, and Chief officer, Dr. Hassen Maguid at the address indicated above.
- (j) Dr. Debashis Ghosh is doing business in Texas and may be served with process through the Long-Arm Statute of the State of Texas by having the Secretary of State mail process with the specific address being provided as soon as possible.
- (k) Joseph O. Hornsby who is doing business in Texas and may be served under the Long-Arm Statute of the State of Texas by having the Secretary of State Mail process to the Chicago, Illinois address provided by Plaintiffs as soon as possible.

- (l) Sudarshan “Sunny” Ganiigatte who is doing business in Texas and may be served under the Long Arm Statute of the State of Texas by having the Secretary of State Mail process to 3400 Stevenson Blvd., Unit L-18, Fremont, California 94538.
- (m) Charles River Associates Incorporated and CRA International, Inc., these two companies who are related may be served by serving their registered agent for service, CT Corp. Systems Inc., at 350 North St. Paul Street, Dallas, Texas 75201.

IV. BACKGROUND FACTS

1. The Thai Artifacts collection consists of five large mine-cut ruby stones that are part of the historical property of the Buddhist people in Thailand. The Artifacts were entrusted to Lawrence J. Lester (“Lester”) in 2001 by Abbot Phra Sirichaisophon, Chief Abbot of Wat Chaiyapruksamala Rajvoraviharn, located in Bangkok, Thailand. The intent of the transfer to Lester was to allow the Artifacts to be used to develop and secure funds for project developments in Thailand and the United States. The original transfer of the collection was accomplished by a Power of Administration. After several years of effort, Lester found that he could not work out any kind of collateral or credit transaction unless formal title to the Thai Artifacts was given to Decagon Company Limited (the company in which Mr. Lester is an executive officer).

Therefore, in 2009 the Abbot of the Buddhist group issued a transfer of title to Decagon Company Limited (Decagon) so that ownership would comply with banking policies requiring ownership as a condition to legally encumbering such artifacts.

2. At all times, between 2001 and 2010, Decagon at its expense, protected the collection by maintaining it either in a bank security vault under lawyer safekeeping or, beginning in 2008, under vault-certified safekeeping within the Sarasota Vault Company under their safekeeping receipt number, SVD-DECACOLTD-GEMS (5)-003.
3. In September 2010, Decagon was approached by a company known as Verdant Technology

Solutions LLC, headed by Eric Jergensen and Barbara Guibord and others who represented to Lester and Decagon that they had an existing and proven relationship with a financially qualified lender who could provide Decagon with a loan against the Thai Artifacts. This loan was to be accomplished by the Lender promptly upon completion of a GIA analysis of the collection with subsequent valuation by the Lender's gemstone expert.

4. The final agreement to process the collection and begin the funding process was executed by Verdant and Decagon on 14 October 2010. In order to protect Decagon's interests, this agreement included an amendment that clearly spelled out the process to protect the property, especially as stated in item 7 of the amendment. These amendments made it clear that the title to the Thai Artifacts would, at all times, remain in Decagon and would its title in no way be compromised.
5. Additionally, Verdant agreed to establish an escrow account for the safe return of the collection as discussed in the referenced agreement and further clarified by email on 24, November 2010.
6. Verdant arranged to travel from Seattle to Sarasota, Florida, so that Lester could attend opening the Sarasota vault and prepare the collection for transport to GIA, in New York. The movement of the Artifacts to New York was processed by the Custom Critical Division of Federal Express. The Federal Express driver met Lester at the Sarasota Vault facility on 29 November 2010 and transported the collection from there to the GIA Laboratory in New York City with delivery on 30 November 2010.
7. As required by GIA's common practice and policy, Decagon was instructed to execute a client agreement with GIA and to include with the agreement the documents that accompanied the shipment from Sarasota. The agreement did not name or list any persons or entity, other than Decagon, as agent or owner of the Thai Artifacts. Nor did Decagon or Lester give any third party authority to do anything with the Thai Artifacts other than what Decagon expressly permitted. One thing is certain with regard to GIA, or any other company or entity for that matter: Decagon and/or Lester was always listed as the owner of the Thai Artifacts and in no way did Decagon or Lester ever do or sign anything or document that would authorize any person or entity (other than Decagon and/or Lester) to receive or

dispatch or take possession of or to have title over or to transmit or to send by mail, courier or any other means, the Thai Artifacts.

8. GIA analyzed the collection in its laboratory and prepared a report for each of the five stones. These reports were apparently delivered to Verdant or to Contour Composites, Inc. on or about 13 December 2010. Decagon did not receive any communications from GIA regarding these reports and has not received the original copies despite repeated requests by Plaintiff to GIA, Verdant and Jergensen for their production. Finally, an emailed photo copy of the reports was sent to Decagon by Jergensen.
9. Sometimes between 13 to 18 December 2010, Jergensen or his team was able wrongfully to convince GIA to release the Thai Artifacts to Defendant Fed Ex, the stones for the purpose of sending them from GIA in New York to Wells Fargo Bank in Rosenberg, Texas. Plaintiffs were advised on or about 18 December 2010 that the Thai Artifacts had been removed from GIA within Plaintiffs permission. Plaintiffs demanded information regarding the location and custodial data but this information was not provided to Plaintiffs by GIA or any of the Defendants. Plaintiffs demanded return of their property (the Thai Artifacts) and that was met with the excuse that the "expert" (of Verdant) would be arriving in Houston and the process of funding the loan was well underway. All this has turned out to be absolutely false.
10. Since the delivery of the Thai Artifacts to the Wells Fargo Bank in Rosenberg, Plaintiffs began working to obtain from GIA information confirming how the Artifacts in this case were removed from its facility in New York and who ordered the movement out of GIA. GIA eventually provided a copy of a Waybill from Federal Express Custom Critical showing that the Artifacts were shipped from GIA on 17 December 2010 and were delivered to a Wells Fargo Bank in Rosenberg, Texas, consigned to the attention of Arcely Seanz. However, the Waybill shows that the Federal Express delivery was in violation of the express terms of the Waybill because delivery of the Artifacts was actually made to the Defendant, Dr. Meguid, who, Plaintiffs believe, is the Director of the Defendant Selippos Technical Limited, the firm that purported to be financially qualified to make a loan to Decagon.
11. After much effort, finally, Plaintiffs had no choice but to employ the undersigned attorney.

He immediately filed suit against most of the same entities who are the Defendants in this suit. Immediately after being served with the process in that first filed case. Dr. Meguid, on behalf of himself and Selippos, apparently on behalf of the other defendants came to Plaintiffs and represented that they were in position to pay one million dollars plus paying to Plaintiffs 50% of the income from the use of the Artifacts. They were also to give two of the Artifacts to the Plaintiff immediately. So, Plaintiff reluctantly decided to give Dr. Meguid and his company, and through them, the other defendants, a chance to prove that they were not trying improperly to steal the Artifacts but genuinely wanted to work with the Plaintiffs. The Plaintiffs entered into the agreement attached here to as an Exhibit.

12. That Agreement provides
As follows::

- (a) That Dr. Meguid and Selippos would, within a few days, allow the Plaintiff Laurence Lester to inspect the Artifacts and to take two of the Artifacts with him.
- (b) Dr. Meguid and his company would retain the other three Artifacts for one year and make arrangements for the income producing ventures involving such Artifacts and would share the profits on those ventures 50% to Plaintiffs and 50% to Meguid and his Company.
- (c) Within two weeks from April 21, 2012 (the date of the Agreement) Dr. Meguid was supposed to deliver to Plaintiffs \$1 Million.
- (d) The beginning date of this Agreement was April 21, 2012, and now all time periods have expired and, despite extensions being given to Dr. Meguid, he and his Company have not fully performed under the Agreement and are now clearly in abject breach of same.

13. While Dr. Meguid and Selippos have, after several extensions, returned two of the Artifacts to Plaintiffs and allowed the Inspection of the other three Artifacts, Dr. Meguid and Selippos have paid to Plaintiffs to date the amount of only \$10, 000.00 and, though Meguid and Selippos were allowed extension after extension, they have not paid the \$990.000 they still owe the Plaintiffs, and have failed to show, by reports, any progress in using the remaining three Artifacts in an income producing program, as they had promised.

14. Plaintiffs have thus come to realize that Dr. Meguid and his company did not intent to fully

perform on the Settlement Agreement or did not have the ability to perform on said contract. Plaintiffs have thus been left with no choice but to file this second suit that includes a request for damages in addition to those accruing prior to the April 21, 2012 Agreement, and including the substantial damages accruing from and after breach by Dr. Meguid and Selippos and probably all the other Defendants by extension of the April 21, 2012 Agreement and all damages arising out of the breach of said Agreement.

15. All Defendants named in this Petition have, in one way or another, participated in, and /or played a role in, the wrongful taking and conversion of the Artifacts in question and in the secreting of the whereabouts of said Artifacts, thru depriving the Plaintiff of the possession, use and benefit. Indeed in one way or another all Defendant are liable for the damages accruing from the wrongful taking of the Artifacts and also for the damages arising out of the breach of the Settlement Agreement.

V. REQUEST FOR TEMPORARY RESTRAINING ORDER WITHOUT NOTICE TO INSPECT THE THREE ARTIFACTS AND TO FREEZE THE ARTIFACTS IN PLACE PENDING FURTHER ORDERS OF THIS COURT

All of the above allegations are adopted by reference pursuant to T.R. CIV.P 58 and are supported by the affidavit of Mr. Lawrence Lester, attached hereto and incorporated herein by reference, as Exhibit 3.

16. Plaintiffs would show that it is imperative that the Court grant a Temporary Restraining Order ("TRO"), without notice, ordering any person or entity who has possession of any one of the three remaining Thai Artifacts, not to move or dispose of such Artifacts in any way but to preserve and retain them in the Wells Fargo Bank in Rosenberg, Texas or in any other place they might now be situated until the Court can make arrangements for their safekeeping, pursuant to a further hearing and further Orders of the Court. Specifically, all Defendants, and particularly Dr. Meguid and Selippos must be ordered to freeze in place the three Artifacts which Plaintiffs believe they still are maintained in the Wells Fargo Bank in Rosenberg, Texas pending further orders of the Court.
17. Plaintiffs would show that the three such Gems constitute the Thai Artifacts that are

presently in the possession of the Defendants, Dr. Meguid and Selippos, but belong to , and are owned by, the Plaintiffs and Plaintiffs have no adequate remedy at law for the preservation of the Ruby artifacts unless the Court issues a stand-still and/or preservation Order for all those Defendants who may have one or more of these Ruby artifacts under their control or in their possession, to report such possession to the Court and thence hold same safely in the possession of such Defendants pending further orders of the Court. Plaintiffs now assert that there is presently a danger that one or more of Defendants might remove and secrete said Artifacts and thus Plaintiffs have no adequate remedy at law and will suffer irreparable harm absent the granting of this temporary relief. The affidavit of Lawrence J. Lester is attached in support of this Temporary Restraining Order Without Notice.

18. One reason for the need for a temporary restraining order is the past conduct of Defendants in holding in secret the Artifacts for over a year and doing so though knowing that the Plaintiffs were not aware that Defendants prior to their discovery early this year, Defendants had the Artifacts in the Wells Fargo Bank in Rosenberg, Texas. Defendant made no effort to do the right thing and let Plaintiff know of the whereabouts of the Artifacts, Defendants conduct has been particularly harmful because, on information and belief, Defendants wrongfully borrowed and/or secured several million dollars by using the Artifacts as collateral. Plaintiff's now sue for the recovery of such monies as well as other additional damages from Defendants.
19. Plaintiffs' request that such Order Without Notice be issued without requiring any bond because the object of the Order is to simply freeze in place the three Thai Artifacts, pending further Orders of this Court.
20. After relevant Defendants have been served with process, Plaintiffs pray the Court to set a show cause hearing as to why the Temporary Restraining Order Without Notice should not be converted from a Temporary Restraining Order to a Temporary Injunction and, after or a hearing, calling for the turnover of such three Artifacts to the Plaintiffs.

VI. REQUEST FOR A PERMANENT TURN-OVER ORDER AND DETERMINATION THT PLAINTIFFS ARE THE OWNERS OF THE THAI ARTIFACTS AND ENTITLED

TO AN ORDER PERMANENTLY DECLARING PLAINTIFFS OWNERSHIP AND EXCLUSIVE RIGHT TO TITLE POSSESSION AND CONTROL OF THE THAI ARTIFACTS

21. The Plaintiffs allege that they, particularly Decagon, are the rightful owners of the Thai Artifacts and that the Defendants have wrongfully seized and taken possession of such Thai Artifacts and that the Court should upon hearing, an Order declaring the rights, title and ownership of the above referred to Thai Artifacts to be in the Plaintiffs and order the Defendants to turn-over the possession of such Artifacts, together with all rights thereto, to the Plaintiffs and, as requested above, that Defendants be permanently restrained and enjoined from interfering with Plaintiffs possession, use and rights in and to said Thai Artifacts.
22. In addition to the request for a temporary turnover order. Plaintiffs now request that, once Defendants be served with process the Court set a hearing for the granting of a permanent turnover order, ordering Dr. Meguid and other Defendants to immediately turnover the other three Artifacts to the Plaintiff, and that such Order be made permanent.

VII. ALSO, PLAINTIFFS REQUEST MONEY DAMAGES FOR THE PERMANENT AND/OR TEMPORARY LOSS OF THE THAI ARTIFACTS

23. Money Damages, From the Defendants if The Thai Artifacts cannot be recovered and, after trial. If it becomes obvious that if the Thai Artifacts cannot be found, located or recovered, then Plaintiffs would show that they are entitled to recover from the Defendant jointly and severally, the full amount and value of such Artifacts at the time of their seizure and conversion, which amount, Plaintiffs would show, is no less that \$900 million. In such a situation, Plaintiffs request the full recovery of such money damages jointly and severally, from all those Defendants, who are found to have caused or contributed to cause such loss, the said amount being the full value of such remaining Artifacts. In this connection all Defendants contributed to the loss of the Artifacts, they are lost and should be held jointly and severally liable for all damages.
24. Plaintiffs also request recovery of all other actual and consequential money damages that Plaintiffs establish have been caused by reason of Defendants, unlawful, negligent and

willful misconduct. If all the Artifacts are eventually recovered, these Plaintiffs seek money damages for the loss of use of the Artifacts during the period that Plaintiffs have been deprived of their use. Plaintiffs would show that, even if the Agreement between Plaintiffs and Selippos is performed by them, Plaintiffs were still deprived of the use of said Artifacts from Dec. 2010 to and through the date Defendants do finally perform and Plaintiffs would show that the amount of such damages sustained by Plaintiffs during such period is no less than \$30 million, for which additional amount, Plaintiffs come now and sue.

IX. PUNITIVE DAMAGES

25. Plaintiffs would show that Plaintiffs should be awarded, and now seek, recovery of, punitive and exemplary damages because Defendants' conduct has been intentional, tainted with malice, illegality, fraud, and willful violation of law. Therefore, Plaintiffs now seek an award of \$500. million, or whatever amount is appropriate under Texas Laws, in Punitive and Exemplary Damages and Plaintiffs would show that such amount should be awarded as damages pursuant to CPRC 41.001 (6) (7) and /or (11) A & B:

X. BREACH OF SETTLEMENT AGREEMENT

26. Plaintiffs also sue for the damages sustained by reason of the blatant breach of the Settlement Agreement by the Defendants. These damages are no less than \$25 million, for which amount Plaintiffs come now and sue.

XI. PRE-JUDGMENT AND POST JUDGMENT INTEREST

27. Plaintiffs also sue for pre-judgment interest and post-judgment interest in the amounts permitted by law.

XII. ATTORNEY' FEES

28. And Plaintiff's sue for Attorney's fees in an amount permitted by law and appropriable under the circumstances. Particularly are such attorney fees recoverable for the breach by Defendants of the Settlement Agreement. Such fees are in the amount of no less than \$15 million.

XIII. PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray that all Defendants be served with process and upon hearing and trial, that Plaintiffs are awarded the equitable relief requested and, upon trial, recover of and from the Defendants the Thai Artifacts now unlawfully held by Defendants, money damages, attorneys' fees, pre-judgment and post-judgment interest, punitive damages, costs of court and such other and further recovery and damages as may be determined by the Court to be due to Plaintiffs and Plaintiffs pray for such other and further relief to which Plaintiffs may show themselves justly entitled to receive

Respectfully submitted,

By:



BENTON MUSSLEWHITE

Fed ID: 4711

TBN: 14752000

1705 W. Gray, Suite A

Houston, Texas 77019

Telephone: (713) 528-2000

Facsimile: (713) 528-8568

COUNSEL FOR PLAINTIFFS

Unofficial Copy Office of Marilyn B. Jones, District Clerk

SWORN VERIFICATION OF BENTON MUSSLEWHITE

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared BENTON MUSSLEWHITE, known to me, and after first being duly sworn, did, upon his oath state, swear, and affirm as follows:

"My name is BENTON MUSSLEWHITE I am over the age 21 years and am of sound mind and I make this affidavit of my own free will and accord and all procedural matters an: based upon my personal knowledge. I hereby state that the matters stated in Plaintiffs' Verified Original Petition are true and correct.

FURTHER AFFIANT SAYETH NOT"

[Handwritten Signature]
BENTON MUSSLEWHITE

SUBSCRIBED AND SWORN TO BEFORE ME, on this the 14th day of August, 2012.



[Handwritten Signature]
Notary Public in and for
The State of Texas
My Commission Expires: 3/12/16

Unofficial Copy of Marilyn Burgess District Clerk

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument was forwarded to all counsel of record listed below, via U.S. Mail and/or facsimile, on this the 17th day of December, 2012.



Benton Musslewhite

Unofficial Copy Office of Marilyn Burgess District Clerk

Affidavit of
Lawrence J. Lester

State of Washington §
 §
County of Snohomish §

Before me, the undersigned authority, appeared Lawrence J. Lester, who, after first being duly sworn, did upon his oath, state swear and affirms as follows:

My name is Lawrence J. Lester. I reside in Seattle, Washington. I am over the age of 21 years, of sound mind and make this Affidavit of my own free will and accord. This affidavit is based upon my personal knowledge.

The Thai Artifacts collection consists of five large mine-cut ruby stones that are part of the historical property of the Buddhist people in Thailand with a 400 year history of ownership. These Artifacts are considered by the Thai Buddhist people to be priceless items which deserve the highest respect. The Artifacts were entrusted to Decagon Company and I in 2001 by Abbot Phra Sirichaisophon, Chief Abbot of Wat Chaityapruksamala, Rajvoraviharn, located in Bangkok, Thailand. The intent of the transfer was to allow the Artifacts to be used to develop funds for project developments in Thailand and the United States. The original transfer of the collection was accomplished by a Power of Administration. After years of effort, I found out that I could not work out any kind of collateral or credit transaction unless formal title to the Thai Artifacts was given to Decagon Company Limited (the company in which I am the executive officer). Therefore, in 2009 the Abbot issued a transfer of title to Decagon Company Limited (Decagon) so that ownership would comply with banking policies requiring ownership as a condition to legally encumber in such an asset.¹

¹ Title transfer 29 May 2009

At all times, between 2001 and 2010 Decagon, at its expense, protected the collection and maintained it either in a bank security vault under lawyer safekeeping or, beginning in 2008, under vault-certified safekeeping within the Sarasota Vault Depository in Florida. In November 2010, the collection was stored with the Sarasota Vault Company under their safekeeping receipt SVD-DECACOLTD-GEMS (5)-003.²

In September 2010, Decagon was approached and solicited by a company known as Verdant Technology Solutions LLC, headed by Eric Jergensen, Joseph G. Homsy, Barbara Guibord and others who represented to us that they had an existing and proven relationship with a financially qualified private lender who could provide Decagon with a loan against the Thai Artifacts.³ These people represented to us and to others that they were affiliated with and had the financial support of a publicly held company that was expert in private finance. Additionally, that the public company had previously closed similar large transactions with this private lender. They advised that their known, trusted and proven private lender was fully capable of providing a loan to Decagon. We were advised that the lender required Decagon to obtain a GIA analysis of the collection which would be used by the lender's gemstone expert for valuation of the collection.

The final agreement to process the collection and begin the funding process was executed by Verdant and Decagon on 14 October 2010.⁴ In order to protect our interests, this agreement included an amendment that clearly spelled out the process to protect the property, especially as stated in item 7 of the amendment.⁵ This amendment made it clear that the title to the Thai Artifacts would, at all times, remain with Decagon. Additionally it was agreed that the Artifacts would at all times remain under our control either with the GIA in New York or returned to the

² Sarasota Vault SKR DECACOLTD-GEMS (5) -003

³ Verdant Ltr. of Introduction 21 Sept 2010

⁴ Verdant Agreement 14 Oct 2010

⁵ Verdant DCL agreement = Binding 18 Oct 2010

Sarasota Vault Depository until such time that a valid and verifiable offer of loan was presented to and accepted by Decagon Company.

Additionally, Verdant agreed to establish an escrow account for the safe return of the collection as discussed in the referenced agreement and further clarified by email on 24 November 2010.⁶

Verdant arranged for travel from Seattle to Sarasota, Florida, so that I could attend to opening the Sarasota vault and prepare the collection for transport to the GIA, in New York. The movement was processed by the Custom Critical Division of Federal Express. The Federal Express driver met me at the Sarasota Vault facility on 29 November 2010 and transported the collection from there to the GIA Laboratory in New York City with delivery on 30 November 2010.⁷ The purpose of this move was to obtain from GIA a gemological evaluation of the Artifacts.

As required by GIA's common practice and policy, Decagon was instructed to file a client account agreement with GIA and to include with the agreement the documents that accompanied the shipment from Sarasota. The agreement did not nominate or list any persons or entity, other than Decagon, as agent or owner of the Thai Artifacts. Nor did Decagon or I give any third party authority to do anything with the Thai Artifacts other than what we expressly permitted.⁸ One thing is certain with regard to anything occurring between GIA or Wells Fargo, Decagon and/or I was always listed as the owner of the Thai Artifacts and in no way did Decagon or I ever do or sign anything that would authorize any person or entity (other than Decagon and/or I) to receive or dispatch or take possession of or to have title over or to transmit or to send by mail, courier or any other means, the Thai Artifacts.

⁶ Jergensen email to DCL 24 Nov 2010

⁷ Federal Express delivery summary Florida to New York 30 Nov 2010

⁸ DCL-GIA Client agreement

GIA analyzed the collection in its laboratory and prepared reports for each of the five stones. These reports were apparently delivered to Verdant or to Contour Composites, Inc. on or about 13 December 2010. Decagon did not receive any communications from GIA regarding these reports and has not received the original copies despite repeated requests to GIA and Jergensen for their production. Finally an emailed photo copy of the reports was sent to Decagon by Jergensen.⁹

Sometime between 13 to 18 December 2010, Jergensen or his team was able to wrongly convince GIA to release the Thai Artifacts to them and then had the stones moved from GIA in New York to a Wells Fargo Bank in Rosenberg, Texas. After numerous written requests for the status of the laboratory testing, we were advised on or about 18 December 2010 that the Artifacts had been moved to a Texas bank. We demanded information regarding the bank location and copies of all custodial data which has never been provided to us. We demanded immediate return of our property (the Thai Artifacts) and that was met with the excuse that the "expert" would be arriving in Houston and the process of funding the loan was "well underway".

Since the delivery of the Thai Artifacts to the Wells Fargo Bank in Rosenberg, we have persistently requested the return of that property and for information allowing us to have contact with the custodial bank with no result. We have been given excuses and delays, yet the Thai Artifacts remained in an undisclosed location we have been denied information and access by Jergensen, the alleged "lender" and all others with knowledge of this matter. We had reason to believe that the "lender" was a recognized group that deals with international criminal activity that has converted the property of others and is well known to the international authorities. We have also been told that this criminal undertaking has falsely advised certain banking officials

⁹ GIA Analysis reports 13 Dec 2010

that it is the legal owner of the Thai Artifacts, that Decagon is no longer involved as owner, and, that Decagon has been compensated for the alleged sale, all which is false.

Decagon categorically denies any sale or intent to sell the Thai Artifacts. Decagon would never sell or knowingly place these Artifacts in harm's way. As a matter of policy, the Thai Artifacts are absolutely not for sale at any price.

GIA has been asked to provide information confirming how the collection was removed from their facility in New York and who ordered the movement out of GIA. GIA provided a copy of a Waybill from Federal Express Custom Critical showing that the Artifacts were shipped from the GIA on 17 December 2010 and were delivered to a Wells Fargo Bank in Rosenberg, Texas, consigned to the attention of Aracely Seanz.¹⁰ However, the Waybill shows delivery was signed for by a Dr. Meguid who we believe is the Director of Selippos Technical Limited, the firm that purported to be financially qualified to make a loan to Decagon. We do not know if Dr. Meguid is an officer of Wells Fargo Bank, and we have no confirmation that Wells Fargo Bank has the Thai Artifacts in safekeeping in the Bank. It is possible that the Wells Fargo Bank allowed release of our property to a person outside the Bank, clearly in violation of our rights as owners of the Thai Artifacts and in conflict with the Waybill instructions.

We have requested that the GIA Officials provide an official affidavit from that organization confirming that, according to their records, the collection was removed from their facility without the knowledge or consent of Decagon or myself and all activities related to the account were wrongly directed by Mr. Eric Jergensen exclusively (who had no authority from Decagon or myself to do so). Further, according to their records, no officer of Decagon gave authorization to any third party to release the Thai Artifacts from the GIA facilities. As stated

¹⁰ Federal Express Custom Critical New York to Texas PRO 256957681

earlier, no one in GIA had authority from Decagon or myself to dispatch the Thai Artifacts to Rosenberg or any place else and it is shocking that they did so.

We have contacted Federal Express Custom Critical and spoke with Joenne in the A/R department regarding the move from New York to Texas. She confirmed that the order for the move was made by Mr. Eric Jergensen and the billing for the service was paid by his company which is known as Contour Composites, located in Woods Cross, Utah.

During the ensuing period of illegal possession of our property, Decagon was unable to identify the location of its property held by the defendants in this case. All requests for information regarding disposition of our property made to the parties involved in the removal and concealment of our property have gone unanswered or, answers have been refused. It is important to note that Decagon was faced with a great dilemma due to the fact that it had been advised by its associates that the parties who had illegal possession of the property were suspected of international fraud and conversion. Thus we were convinced that any attempt by us to sue or involve the authorities would give these parties reason to remove the Artifacts from the country to sell or pawn them. After much pressure, in December 2011, GIA provided Decagon with information showing that the property had been removed from New York to a Wells Fargo Bank in Rosenberg, Texas.

In consultation with our attorney, it was decided that the best course would be to file a lawsuit in The Texas Court which, it was hoped, would reveal the present location of the Artifacts and deny the illegal removal of them from the country. Records provided to us indicated that the bank officer of the Rosenberg branch of the Wells Bank was involved in the receipt of the Artifacts and had made necessary arrangements for their storage in the branch vault. Fortunately, after receipt of our lawsuit, Wells Fargo confirmed that no person could enter their vault without permission of the court and our choice to begin a lawsuit was proven proper.

It was not until our lawsuit was filed with the Texas courts that we had any contact from Dr. Meguid. At no time since December 2010, has any defendant in this matter willingly provided Decagon with any information regarding the location of our property, the proper contact information for Dr. Meguid or granted any assistance in the recovery of our property. Further, at no time during the period of illegal possession do we have record that Dr. Meguid made any attempt to contact Decagon or advise his location, phone information or email address. The only address we had for him was an office in Greece and an email address which has not been confirmed to be active or accurate. Attempts to contact Dr. Meguid at the only email address known to us were never replied to or if a reply was given, the response was worthless. The other parties involved with Dr. Meguid refused to provide any information or assistance regarding our requests for contact with Dr. Meguid. The only answer we have ever received from these parties was that the Artifacts were in a Wells Fargo Bank in Houston. Requests for the address of that bank and officer coordinates were always denied.

The illegal possession of our property has drastically reduced the image and reputation of Decagon Company with its international financial partners. It has caused these partners to delay or to abandon funding of planned projects with the resultant damage to the cash flow of the company. These damages have extended to the personal lives of all who rely upon Decagon for income. Additionally, due to the fact that our assets have been illegally held, Decagon has been unable to utilize its property to activate financial arrangements known to it which would have created proper income to the company. It should be remembered that prior to the illegal removal of our property from the GIA in New York City, Decagon never agreed to any "loan" and that no loan was offered by any of the parties illegally holding our property and that these parties obtained control of our property by trickery and deceit. Further that such trickery and deceit

were in direct violation of the agreements they signed with Decagon which clearly provided for, and relied upon, the professional fiduciary of the GIA Laboratory.

A review of the documents agreed to by Decagon clearly show that there was agreement to forward the Artifacts to the GIA Laboratory in New York for analysis and safekeeping as is the customary practice for property entrusted to that organization. Decagon had no reason for concern regarding the GIA since we understood that the organization is known for properly protecting property entrusted to it for analysis. Decagon opened a client agreement with GIA and relied upon the GIA to safeguard its property as a typical client of the laboratory. The documents Decagon executed with Verdant and related parties clearly state that if no valid and acceptable loan offer were provided and agreed to by Decagon, then, the Artifacts would be returned to Sarasota Vault Depository with that movement funded by the alleged Verdant "escrow account".

No valid loan offer has ever been provided to Decagon and therefore the Artifacts should have remained safe in the custody of the GIA in the Decagon client account until such time as Decagon ordered them dispatched back to the Sarasota Vault Depository. The documents signed by Decagon did not give permission to any party to remove the Artifacts from the GIA, New York; in fact, the documents clearly state that the stones would remain with the GIA or be returned to the Sarasota Vault Depository.

Decagon attempted to contact Mr. Eric Jergensen by email and telephone and email on 17 December to seek information regarding progress of the GIA investigation and return of the Artifacts to Sarasota. This request was not answered until the following day with his advice to Decagon that the Artifacts were en-route to Texas. When he was asked how this move was being accomplished, Mr. Jergensen would only state that it was being done by secure means. Of

course, Decagon had no information regarding the actual shipment information and no way to contact any firm to attempt to stop the shipment.

It is assumed that Eric Jergensen was somehow able to convince GIA to release the Decagon property to his custody without any authority from Decagon. Had GIA made a confirmation phone call to the Decagon offices, this entire matter could have been stopped. It should be noted that Mr. Jergensen surreptitiously made arrangements for the movement from New York to Texas on a Friday (17 December) afternoon when GIA closes at 4 P.M., assumedly so they could be moved "under cover of darkness" to Texas.

On 12 March 2012, Decagon filed a lawsuit with the Harris County Courts for recovery of our property and losses incurred as a result of the illegal possession of that property. We received no communication from the named parties yet, those parties were fully aware that a legal action had been undertaken. It was not until the week of 13 April 2012 that any of the parties involved in the illegal possession of our property attempted to contact us for the purpose of resolving the matter.

On or about 14 April 2012 the attorney for Dr. Meguid suggested that a meeting between the parties might be held to see if arrangements could be made that would mitigate the future losses of Decagon and allow Dr. Meguid to recover his purported expenses. A meeting was held with Dr. Meguid and his attorney at which Dr. Meguid advised that he could provide a valid and verifiable financial transaction he had in place for the Artifacts. Dr. Meguid alleged that he was the director of a reputable foundation located in Europe with large resources and he and his foundation were very familiar and experienced with funding of such matters. After discussion, this idea was given approval subject to agreement for the return of two of the five Artifacts to Decagon for return to the Thai people.

Under the terms of the "Settlement Agreement", which is attached to the Plaintiff's Original Petition to which this affidavit is also attached; Dr. Meguid fully agreed that the Artifacts were the exclusive property of Decagon Company Limited and that he would do nothing to cause those items to be placed in harm's way. Further he promised to deliver his plausible and verifiable business plan and additionally to make a good faith loan advance to Decagon of one million dollars to be delivered ten business days from the date of signing (21 April 2012). It was agreed that any financial arrangement made for the Artifacts would provide a clear and verifiable exit strategy for the Artifacts, further, that a verifiable and acceptable business plan would be provided for Decagon's approval and that no action would be taken until such plan was ratified by Decagon.

During the ensuing weeks, Dr. Meguid did not complete the promises made in the original agreement. After substantial delay, he did release two of the Artifacts to Decagon on 8 June 2010 but, other parts of the agreement have not been met or fulfilled. At the request of Dr. Meguid, Decagon has extended the time for delivery of the Settlement Agreement provisions multiple times. These extensions have been granted as a sign of our good faith dealings but, we do not believe this has been met with an equal level of effort by Dr. Meguid.

On 7 July 2010, our attorney formally notified Mr. Kruckemeyer, attorney for Dr. Meguid, to confirm that, due to ongoing and repeated breach of the Settlement Agreement by Dr. Meguid, Decagon had cancelled that agreement.

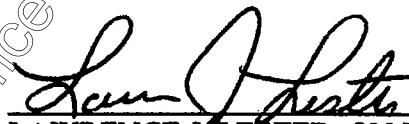
Decagon continues to suffer losses due to the illegal possession of our property by Dr. Meguid, his company Selippos and other defendants to this action; these losses are substantial and far-reaching. Decagon agreed to the partial settlement with Dr. Meguid because he promised he could reverse or substantially reduce damages and was willing to prove that by his actions. However, to the contrary, Dr. Meguid and his company have repeatedly breached the Settlement

Agreement and failed to pay the one million dollar loan advance and have not provided any documents to indicate the existence of the stipulated financial plan.

Despite repeated requests to Dr. Meguid and his attorney, Decagon has not yet been provided any proof that unencumbered funds exist. Nor, has Dr. Meguid or his attorney provided Decagon with a viable and verifiable business plan for the use of the Artifacts as was agreed to in our initial discussions with these gentlemen. Decagon is not able to accept verbal assurances from Dr. Meguid that his proposed business will adequately protect the Thai Artifacts from loss or lien. In sum, but for delivery of the two Artifacts to Decagon, Dr. Meguid and the other defendants have totally breached the Settlement Agreement and continue to unlawfully withhold Decagon's property from it, all to the substantial and extensive damages to Decagon and myself.

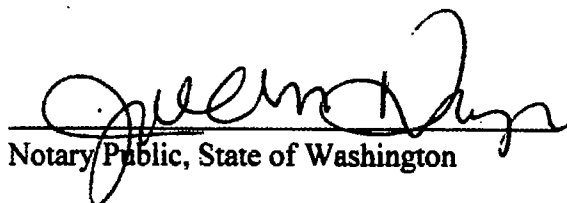
Further Affiant Sayeth Not.

Signed and sworn to this the 11 day of December, 2012.



LAWRENCE J. LESTER, ON BEHALF OF
HIMSELF AND DECAGON COMPANY LIMITED

SUBSCRIBED AND SWORN TO BEFORE ME on this, the 11 day of December, 2012.



Notary Public, State of Washington

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

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THIS MEMORANDUM OF UNDERSTANDING AND AGREEMENT dated the 26th day of April 2012 by and between Lawrence Lester ("Lester") and Decagon Company Limited, a company registered in the State of Washington with main offices at 20239 23rd Avenue, N.W., Shoreline, WA 98177 ("Decagon") and Selippos Technical Limited, a company registered in Greece with main offices at 19013 Nikolaou Plastira 44, Anavissos, Attika, Greece ("Selippos") and with an office in Texas at 1810 Talcott Lane, Sugarland, Texas, 77479 with Dr. H. Meguid as American Director of Selippos Technical Limited (all persons and all entities known jointly as the "Parties");

WHEREAS, Decagon and Lester are the owners of several ruby stones with significant gemological and historic value (the "Assets"); and, warrant that they are ready to provide the ruby stones as collateral for a one (1) year period and will make a legal transfer of the Assets, under certain specific terms and conditions, all as noted below;

WHEREAS, Selippos has the resources and capability to provide funds collateralized by the Assets; and, warrants that it is ready and willing to immediately accept the above mentioned Assets for the one (1) year period and to provide Decagon with the advance loan as agreed upon, and further to employ a portion of the funds in a secure project funding transaction that will produce significant returns; and,

NOW THEREFORE, in consideration of these premises and the promises, representations, warranties and mutual covenants herein set out and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Decagon has provided for the issuance of the Gemological Institute of America ("GIA") Certificate (the "Certificates") for each of the Assets, and such Assets were transported from the GIA to the secured facility at Wells Fargo Bank, in which the Assets are currently maintained;
2. It being agreed between the parties that the Assets will be divided as follows: Two (2) ruby stones, the SRITAWAN, GIA #2125866606 and the SNOWMAN, GIA #2125866612 will be transferred to Decagon and Lester to a secured facility under the full control of Decagon (the "2 Assets") and the other Three (3) ruby stones, the Water Lilly, GIA # 2125866614, the JUNO GIA #2125866611 and the PATRAMALI GIA #2125866613 (the "3 Assets") will remain with Selippos and be transferred to a Selippos provided secured facility under the full control of Selippos. It is understood that the ultimate legal title in and to the Assets will remain in Decagon but that, as to the 3 Assets (Water Lily, Juno and Patramali), not only will

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Selippos have possession of the 3 Assets but there will be given by Decagon to Selippos whatever documents are necessary for Selippos to use the 3 Assets as collateral for loans and other projects that will be handled by Selippos. It is anticipated that most of the loans/projects can be arranged by Selippos without having to move the 3 Assets controlled by Selippos, but if the 3 Assets are transferred out of the secured facility in the Houston, Texas area then Selippos shall make full disclosure of such transfer to Decagon and shall maintain full transparency of such loan/project to Decagon. Selippos, upon 4 business days notice, will arrange for Lester to view the 3 Assets wherever they may be located (after their transfer from Wells Fargo to the new secured facility); Selippos will not remove any of the 3 Assets to a location outside of the continental United States without the permission of Decagon.

3. Decagon will provide to Selippos any documentation that will be necessary to facilitate execution of this transaction and at the request will make it available accordingly;
4. Selippos will make the necessary arrangements to collateralize the 3 Assets to secure a loan from a lender at the highest possible loan amount for the one (1) year period and/or yearly extensions as agreed between the parties. Selippos agrees to disclose to Decagon all such necessary arrangements.
5. Selippos will provide Decagon with an advance loan transfer in the amount of US\$1,000,000.00 (One Million US Dollars) within Ten (10) banking days from date of the dismissal of the Lawsuit as noted in paragraph 9 without prejudice. If Selippos fails to provide such funds and does not obtain an extension from Decagon, Decagon reserves all rights to take whatever action it deems necessary.
6. Selippos will transfer fifty percent (50%) of the earned proceeds from the investment to a Decagon designated bank account, from time to time, at a minimum quarterly, during the investment period when proceeds are normally being disbursed, and the other fifty (50%) transferred to Selippos provided banking;
7. Decagon and Lester shall have no restrictions as to the use of their portion of the funds disbursed to them and will not be required to repay any of the funds which it receives under this agreement;
8. Selippos agrees that, at the end of the one-year period, unless that period is extended by agreement, Selippos will return the 3 Assets to Decagon

and will release all claims of Right of Possession, Title or Interest therein and that the 3 Assets shall be free and clear of all encumbrances.

9. Selippos shall have no obligation to perform any aspect of this agreement unless and until Decagon dismisses the lawsuit currently pending in the 270th Judicial District Court of Harris County, Texas styled: Cause No. 2012-14899; *Decagon Company Limited and Lawrence Lester v. Wells Fargo Bank, N.A. et al.*

Both Parties warrant and represent that they are fully authorized to enter into this Agreement and that by entering into this Agreement they are abiding by the laws and statutes of the jurisdictions in which they are doing this business and both Parties warrant and represent that the individual signing on behalf of their respective entities do so with the full authority of their respective entities.

The Parties agree that each is responsible for their own tax situations regarding any earned proceeds received under this Agreement.

The controlling law of this Agreement shall be the laws of the State of Texas and any legal proceedings will be in the city of Houston, Texas. In the event of litigation under this Agreement, the prevailing party shall be entitled to the payment of its attorneys' fees and any other claims and damages as may be awarded by the appropriate court of law.

The Parties agree that electronic signatures are acceptable to bind the Parties as if they had been originally signed. Further, electronic or faxed documents are acceptable as original, signed documents.

This Agreement may be renewed or extended as agreed between the Parties.

Notice, given the nature of this Agreement, shall be sent by e-mail and shall be considered received after one day if sent to the following e-mail addresses:

If to Decagon: Decagon Company Limited
Attn: Lawrence Lester, President
E-mail: decagon@comcast.net

If to Selippos: Selippos Technical Limited
Attn: Dr. H. Meguld, Director

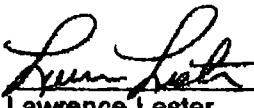
E-mail: ofc.st@gmail.com

IN WITNESS WHEREOF, the Parties hereto have set their hands of those of their authorized representatives, and their respectful seals, intending to be legally bound thereby, as of the day and year first above written.

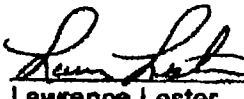
ACKNOWLEDGED AND ACCEPTED:

DECAGON COMPANY LIMITED

SELIPPOS TECHNICAL LIMITED

 4/27/12
Lawrence Lester
President


Dr. Hassan Mogul
Director

 4/27/12
Lawrence Lester
Individually

Unofficial Copy Office of Malawi Business District Clerk



BENTON MUSSLEWHITE

Attorney at Law

1705 West Gray, Suite A
Houston, Texas 77019
Telephone: (713) 528-2000
Facsimile: (713) 526-8586

April 26, 2012

Mr. Robert Kruckemeyer
800 Commerce Street
Houston, Texas 77002


Re: Decagon v. Wells Fargo, H. Meguid, et al.

Dear Mr. Kruckemeyer:

As I advised you over the telephone, Decagon and Mr. Lawrence Lester, individually and as Chairman of Decagon, agree to the settlement that we finalized yesterday and once you get your client to sign and send it to me and I will send it on to Mr. Lester for his signature. The purpose of this letter, which will be the first side-letter to the settlement, is two-fold. The first reason is to advise that when Mr. Lester attempts to send the two Thai Artifacts that he is to receive under the Agreement, to Thailand and/or any other foreign destination, he will expect Dr. Meguid to help Decagon and Mr. Lester with regard to American Customs, if such help is necessary, Dr. Meguid will provide same to the best of his ability to do so.

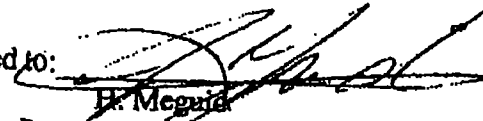
Secondly, Mr. Herzog, attorney for Wells Fargo Bank, will arrange for Dr. Meguid and some other person, whose identity Mr. Herzog will not reveal to me, for confidentially reasons, to be present at the Bank, so that Mr. Lester can view the two boxes presumably holding the 5 artifacts. They can then be verified by Mr. Lester; Mr., Lester can then leave with the two artifacts he is to get; and Dr. Meguid can immediately send the remaining three artifacts to the new secure location. We need to schedule all this as soon as possible, preferably on this Friday April 27, 2012. If all of this cannot be arranged by Friday (the 27th) then it will be arranged at the earliest possible date.

Sincerely,



**Benton Musslewhite
Attorney for Decagon and Lawrence
Lester**

Agreed to:



H. Meguid

And/or Robert Kneekemeyer of behalf of H. Meguid

Unofficial Copy Office of Marilyn Burgess District Clerk



วัดชัยพฤกษมาลาราชวรวิหาร
เขตตลิ่งชัน กรุงเทพมหานคร
โทร. ๕๒๕๑๗๐๒ สมอ. ๕๗๒๐๗๗๕
สมอ. ๕๗๒๐๗๗๐

TRANSFER OF OWNERSHIP AND ASSIGNMENT OF TITLE

This Transfer of ownership and title is made and effective 29 May 2009,

BETWEEN: GRANTOR: PHRA SIRICHAI SOPHON, Acting Abbot, Wat Chaiyapruksamala Rajvoraviharn, Bangkok, Kingdom of Thailand)

AND: GRANTEE: DECAGON COMPANY LIMITED, a corporation organized and existing under the laws of the Washington

For valuable consideration in hand paid by the Grantee to the Grantor, receipt of which is hereby acknowledged, the Grantor hereby assigns and transfers to the Grantee all of his right, title and interest in the Natural Ruby stones (Artifacts) known by their gemological laboratory reports as prepared by Emil Gem Laboratory, Bangkok, Thailand and the by names given to each as described below:

Emil Laboratory Report number	Report date	Artifact Name	Artifact weight
10323/R	09 Jan 2001	Snowman	2.40KGs
10323-6/R	11 Jan 2001	Juno	3.86KGs
10330-1/R	15 Jan 2001	Water Lilly	5.60KGs
10323-3	11 Jan 2001	Sritawan	2.56KGs
10553-1	09 Feb 2001	Patramali	7.10KGs

This transfer of title made to Decagon Company Limited.

The undersigned fully warrants that it has full rights and authority to enter into this transfer and that the rights, title and benefits assigned hereunder are free and clear of any lien, encumbrance, adverse claim or interest by any third party.



วัดชัยพฤกษมาลาราชวรวิหาร
เขตคลองสาน กรุงเทพมหานคร
โทร. ๕๒๔๑๐๒-๒๒๑๑.๕๕๒๐๗๗๕
สกต. ๕๕๒๐๗๕๐

This transfer shall be binding upon and inure to the benefit of the parties, and their successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this Transfer on the day and year first above written.

Signed, sealed and delivered this the 29th day of May 2009.

GRANTOR



PHRA SIRICHAISOPPHON, Acting Abbot
Wat Chaiyapruksamala Rajvoraviharn
Bangkok, Kingdom of Thailand

Before me the undersigned authority, personally appeared, Phara Sirichaisopphon who, after being duly sworn, deposes and says that he has executed the foregoing transfer of title for the purpose set forth therein.

Sworn to and subscribed before me on this the 29th day of May 2009.

Notary Public
Attorney at Law

