

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

San Bernardino District - Civil
247 West Third Street

San Bernardino, CA. 924150210

CASE NO: CIVDS1925212

ROBERT J SPITZ
204 N SAN ANTONIO AVE
ONTARIO CA 91762

NOTICE OF TRIAL SETTING CONFERENCE

IN RE: SERYANI, ET AL. -V- THE HOLY SEE, ET AL.

THIS CASE HAS BEEN ASSIGNED TO: DONALD ALVAREZ IN DEPARTMENT S23
FOR ALL PURPOSES.

Notice is hereby given that the above-entitled case has been set for
Trial Setting Conference at the court located at 247 WEST THIRD STREET
SAN BERNARDINO, CA 92415-0210.

HEARING DATE: 02/24/20 at 8:30 in Dept. S23

DATE: 08/23/19 Nancy Eberhardt, Court Executive Officer
By: JOVANNA LEANDRO

CERTIFICATE OF SERVICE

I am a Deputy Clerk of the Superior Court for the County of San
Bernardino at the above listed address. I am not a party to this
action and on the date and place shown below, I served a copy of the
above listed notice:

() Enclosed in a sealed envelope mailed to the interested party
addressed above, for collection and mailing this date, following
standard Court practices.

() Enclosed in a sealed envelope, first class postage prepaid in the
U.S. mail at the location shown above, mailed to the interested party
and addressed as shown above, or as shown on the attached listing.

(X) A copy of this notice was given to the filing party at the counter

() A copy of this notice was placed in the bin located at this office
and identified as the location for the above law firm's collection of
file stamped documents.

Date of Mailing: 08/23/19

I declare under penalty of perjury that the foregoing is true and
correct. Executed on 08/23/19 at San Bernardino, CA

BY: JOVANNA LEANDRO

civ-ntsc-20130417

SUMMONS
(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

AUG 28 2019

By Jovanna Leandro
JOVANNA LEANDRO

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
Additional Parties Attachment Form is Attached

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
Additional Parties Attachment Form is Attached

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

CASE NUMBER
(Número del Caso) CIV DS 1925212

The name and address of the court is:
(El nombre y dirección de la corte es):

Superior Court of California, County of San Bernardino
247 West Third Street
San Bernardino, CA 92415-0210

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Robert J. Spitz, Esq. 067643 Law Office of Robert J. Spitz
204 N. San Antonio Avenue (909) 395-0909
Ontario, CA 91762

DATE: AUG 28 2019
(Fecha)

Clerk, by Jovanna Leandro, Deputy
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify):

under:	<input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
	<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
	<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
	<input type="checkbox"/> other (specify):	
4. by personal delivery on (date):

SHORT TITLE:

CASE NUMBER:

Seryani, et. al. v. The Holy See, et. al.

INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

Plaintiff Defendant Cross-Complainant Cross-Defendant

the Holy See A/K/A Vatican City State (HS/VCS) A/K/A Vatican Nation; American University of Madaba Inc.; American University of Madaba Company; American University of Madaba Campus, Board of Trustees; Latin Patriarchate of Jerusalem; Latin Patriarchal Vicariate Ecclesiastical Court; Vatican Foundation St. John the Baptist; Mukawer Castle For Education Company; Honorable Judge Fr. Dr. Majdi Siryani, a California resident; His Beatitude Fouad Al-Twal; His Excellency Archbishop Pierbattista Pizzaballa; His Excellency Archbishop Bishara Maroun Lahham; His Excellency Archbishop William Shomali; His Excellency Archbishop Antonio Franco; Cardinal Secretary of State His Eminence Pietro Parolin; and DOES 1 through 200, inclusive

Page 2 of 3

Page 1 of 1

SHORT TITLE:

CASE NUMBER:

Seryani, et. al. v. The Holy See, et. al.

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- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.) :

Plaintiff Defendant Cross-Complainant Cross-Defendant

BENJAMIN SERYANI A/K/A BENJAMIN SEMAAN SIRYANI an Individual, and
SYNERGY SELECT ONE, LLC, an Indiana Limited Liability Corporation doing
business in California

Page 3 of 3

Page 1 of 1

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Robert J. Spitz, Esq. 067643
Law Office of Robert J. Spitz
204 N. San Antonio Avenue
Ontario, CA 91762
TELEPHONE NO.: (909) 395-0909 FAX NO.: (909) 395-9535
ATTORNEY FOR (Name): BENJAMIN SERYANI and SYNERGY SELECT ONE

FOR COURT USE ONLY

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

AUG 23 2019

BY: *[Signature]*
JOVANA LEONOR DEPOS

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Bernardino
STREET ADDRESS: 247 West Third Street
MAILING ADDRESS: 247 West Third Street
CITY AND ZIP CODE: San Bernardino, CA 92415-0210
BRANCH NAME: Central District

CASE NAME: Seryani, et. al. v. The Holy See, et. al.

CIVIL CASE COVER SHEET

Unlimited (Amount demanded exceeds \$25,000) Limited (Amount demanded is \$25,000 or less)

Complex Case Designation

Counter Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: *CV 08 1925212*

JUDGE:

DEPT.:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort

Auto (22)
 Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
 Product liability (24)
 Medical malpractice (45)
 Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

Business tort/unfair business practice (07)
 Civil rights (08)
 Defamation (13)
 Fraud (16)
 Intellectual property (19)
 Professional negligence (25)
 Other non-PI/PD/WD tort (35)

Employment

Wrongful termination (36)
 Other employment (15)

Contract

Breach of contract/warranty (06)
 Rule 3.740 collections (09)
 Other collections (09)
 Insurance coverage (18)
 Other contract (37)

Real Property

Eminent domain/Inverse condemnation (14)
 Wrongful eviction (33)
 Other real property (26)

Unlawful Detainer

Commercial (31)
 Residential (32)
 Drugs (38)

Judicial Review

Asset forfeiture (05)
 Petition re: arbitration award (11)
 Writ of mandate (02)
 Other judicial review (39)

Provisionally Complex Civil Litigation

(Cal. Rules of Court, rules 3.400-3.403)

Antitrust/Trade regulation (03)
 Construction defect (10)
 Mass tort (40)
 Securities litigation (28)
 Environmental/Toxic tort (30)
 Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

Enforcement of judgment (20)

Miscellaneous Civil Complaint

RICO (27)
 Other complaint (not specified above) (42)

Miscellaneous Civil Petition

Partnership and corporate governance (21)
 Other petition (not specified above) (43)

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
a. Large number of separately represented parties d. Large number of witnesses
b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. Substantial amount of documentary evidence f. Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): 9
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 08/22/2019

Robert J. Spitz, Esq.
(TYPE OR PRINT NAME)

[Signature]
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

<p>Auto Tort Auto (22)-Personal Injury/Property Damage/Wrongful Death Uninsured Motorist (46) (<i>if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto</i>)</p> <p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort Asbestos (04) Asbestos Property Damage Asbestos Personal Injury/Wrongful Death Product Liability (<i>not asbestos or toxic/environmental</i>) (24) Medical Malpractice (45) Medical Malpractice-Physicians & Surgeons Other Professional Health Care Malpractice Other PI/PD/WD (23) Premises Liability (e.g., slip and fall) Intentional Bodily Injury/PD/WD (e.g., assault, vandalism) Intentional Infliction of Emotional Distress Negligent Infliction of Emotional Distress Other PI/PD/WD</p> <p>Non-PI/PD/WD (Other) Tort Business Tort/Unfair Business Practice (07) Civil Rights (e.g., discrimination, false arrest) (<i>not civil harassment</i>) (08) Defamation (e.g., slander, libel) (13) Fraud (16) Intellectual Property (19) Professional Negligence (25) Legal Malpractice Other Professional Malpractice (<i>not medical or legal</i>) Other Non-PI/PD/WD Tort (35)</p> <p>Employment Wrongful Termination (36) Other Employment (15)</p>	<p>Contract Breach of Contract/Warranty (06) Breach of Rental/Lease Contract (<i>not unlawful detainer or wrongful eviction</i>) Contract/Warranty Breach-Seller Plaintiff (<i>not fraud or negligence</i>) Negligent Breach of Contract/Warranty Other Breach of Contract/Warranty Collections (e.g., money owed, open book accounts) (09) Collection Case-Seller Plaintiff Other Promissory Note/Collections Case Insurance Coverage (<i>not provisionally complex</i>) (18) Auto Subrogation Other Coverage Other Contract (37) Contractual Fraud Other Contract Dispute</p> <p>Real Property Eminent Domain/Inverse Condemnation (14) Wrongful Eviction (33) Other Real Property (e.g., quiet title) (26) Writ of Possession of Real Property Mortgage Foreclosure Quiet Title Other Real Property (<i>not eminent domain, landlord/tenant, or foreclosure</i>)</p> <p>Unlawful Detainer Commercial (31) Residential (32) Drugs (38) (<i>if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential</i>)</p> <p>Judicial Review Asset Forfeiture (05) Petition Re: Arbitration Award (11) Writ of Mandate (02) Writ-Administrative Mandamus Writ-Mandamus on Limited Court Case Matter Writ-Other Limited Court Case Review Other Judicial Review (39) Review of Health Officer Order Notice of Appeal-Labor Commissioner Appeals</p>	<p>Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403) Antitrust/Trade Regulation (03) Construction Defect (10) Claims Involving Mass Tort (40) Securities Litigation (28) Environmental/Toxic Tort (30) Insurance Coverage Claims (<i>arising from provisionally complex case type listed above</i>) (41)</p> <p>Enforcement of Judgment Enforcement of Judgment (20) Abstract of Judgment (Out of County) Confession of Judgment (<i>non-domestic relations</i>) Sister State Judgment Administrative Agency Award (<i>not unpaid taxes</i>) Petition/Certification of Entry of Judgment on Unpaid Taxes Other Enforcement of Judgment Case</p> <p>Miscellaneous Civil Complaint RICO (27) Other Complaint (<i>not specified above</i>) (42) Declaratory Relief Only Injunctive Relief Only (<i>non-harassment</i>) Mechanics Lien Other Commercial Complaint Case (<i>non-tort/non-complex</i>) Other Civil Complaint (<i>non-tort/non-complex</i>)</p> <p>Miscellaneous Civil Petition Partnership and Corporate Governance (21) Other Petition (<i>not specified above</i>) (43) Civil Harassment Workplace Violence Elder/Dependent Adult Abuse Election Contest Petition for Name Change Petition for Relief from Late Claim Other Civil Petition</p>
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SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

Benjamin Seryani, et. al.

Case No.: CIV DS 1925212

vs.

CERTIFICATE OF ASSIGNMENT

The Holy See, et. al.

A civil action or proceeding presented for filing must be accompanied by this Certificate. If the ground is the residence of a party, name and residence shall be stated.

The undersigned declares that the above-entitled matter is filed for proceedings in the Central District of the Superior Court under Rule 131 and General Order of this court for the checked reason:

General Collection

Nature of Action Ground

- 1. Adoption
2. Conservator
3. Contract
4. Equity
5. Eminent Domain
6. Family Law
7. Guardianship
8. Harassment
9. Mandate
10. Name Change
11. Personal Injury
12. Personal Property
13. Probate
14. Prohibition
15. Review
16. Title to Real Property
17. Transferred Action
18. Unlawful Detainer
19. Domestic Violence
20. Other
21. THIS FILING WOULD NORMALLY FALL WITHIN JURISDICTION OF SUPERIOR COURT

The address of the accident, performance, party, detention, place of business, or other factor which qualifies this case for filing in the above-designed district is:

Location 1205 Columbia St.
NAME - INDICATE TITLE OR OTHER QUALIFYING FACTOR ADDRESS

Redlands CA 92374
CITY STATE ZIP CODE

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was executed on 08/23/2019 at Ontario, CA California.

Signature of Attorney/Party

1 ROBERT J. SPITZ (BAR NO. 067643)
2 LAW OFFICE OF ROBERT J. SPITZ
3 204 North San Antonio Avenue
4 Ontario, California 91762
5 Telephone: (909) 395-0909
6 Facsimile: (909) 395-9535

7
8 Attorney for Plaintiffs,
9 BENJAMIN SERYANI and
10 SYNERGY SELECT ONE, LLC

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

AUG 23 2019

BY Jovanna Leandro
JOVANNA LEANDRO, DEPUTY

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

CIV DS 1925212

BENJAMIN SERYANI A/K/A BENJAMIN
SEMAAN SIRYANI an Individual, and SYNERGY
SELECT ONE, LLC, an Indiana Limited Liability
Corporation doing business in California,

Plaintiffs,

v.

The Holy See A/K/A Vatican City State (HS/VCS)
A/K/A Vatican Nation
American University of Madaba Inc.;
American University of Madaba Company;
American University of Madaba Campus, Board of
Trustees;
Latin Patriarchate of Jerusalem;
Latin Patriarchal Vicariate Ecclesiastical Court;
Vatican Foundation St. John the Baptist;
Mukawer Castle For Education Company;
Honorable Judge Fr. Dr. Majdi Siryani, a California
resident;
His Beatitude Fouad Al-Twal;
His Excellency Archbishop Pierbattista Pizzaballa;
His Excellency Archbishop Bishara Maroun Lahham;
His Excellency Archbishop William Shomali;
His Excellency Archbishop Antonio Franco;
Cardinal Secretary of State His Eminence Pietro
Parolin; and DOES 1 through 200, inclusive,

Defendants.

CASE NO.

VERIFIED COMPLAINT FOR:

1. FRAUD
2. BREACH OF CONTRACT
3. BREACH OF CONTRACT
4. BREACH OF CONTRACT
5. BREACH OF CONTRACT
6. CONVERSION
7. UNJUST ENRICHMENT – QUANTUM MERUIT
8. MONEY HAD AND RECEIVED
9. OPEN BOOK ACCOUNT

DEMAND FOR JURY TRIAL

I. PARTIES

1
2 1. Plaintiff Synergy Select One, LLC (hereinafter referred to as SYNERGY”) is a Limited
3 Liability Company that is registered in the State of California, organized under the laws of the State
4 of Indiana, and having a principal address of 1110 E. Philadelphia Street, Apt. 8104, Ontario, CA
5 91761. SYNERGY is empowered to initiate this action to collect assets in connection with the
6 winding up of its business affairs pursuant to Indiana Code §23-18-9-3.

7 2. Plaintiff Benjamin Seryani (“SERYANI”): is an individual residing at 1110 E.
8 Philadelphia Street, Apt. 8104, Ontario, CA 91761. SERYANI is the sole member of Co-Plaintiff
9 corporation, SYNERGY and is entitled to succeed Synergy as to its rights and liabilities.

10 3. Defendant, American University of Madaba, Inc. [AUMI]: is a New Hampshire not- for-
11 Profit Corporation organized and existing under RSA Chapter 292. AUMI has a registered address
12 of 3 Barrell Court, Concord, NH 03301, and registered with the Department of The Treasury
13 “Internal Revenue Service” with an EIN Number 35-2469914. AUMI offers collegiate-level degrees
14 by the New Hampshire Higher Education Commission (“NHHEC”) from its physical campus in
15 Madaba Jordan and accredited by New England Association of Schools and Colleges, Inc.
16 (“NEASC”) located at 3 Burlington Woods Drive, Suite 100 Burlington, MA 01803, U.S.A. On
17 May 28th, 2013, New Hampshire Senate Bill was signed into a law by Governor Maggie Hassan.
18 It confers a degree-granting authority upon AUM, subject to the authority of the new Hampshire
19 Department of education, higher education commission.

20 4. Defendant, American University of Madaba Campus, Board of Trustees [AUMJ]: is the
21 Board of Trustees that governs the activities and decisions for the Campus of the American
22 University of Madaba as it is registered with the Jordan Ministry of Higher Education and Scientific
23 Research, with its head office located at Jabal Elwabdeh Derar Bin Al-Azwar Street Building #40,
24 Jordan, with a mailing address of P.O. Box 2882, Amman 11821 Jordan. This Board of Trustees
25 controls the physical Campus and makes decisions relating to the construction of the facility and the
26 contracts with Plaintiffs. Its function is to control AUM’s operating expenses and function, including
27 but not limited to paying and managing the employees of AUM. On information and belief, at least
28 one of the members of the Board of Trustees, Mariana Hatter is a California resident.

1 5. Defendant, American University of Madaba Company [AUMC]: is registered with the
2 nation of Jordan as a non-for-profit limited liability company under The Companies Control
3 Department. AUMC was given National Establishment number "200116169" at the Jordanian
4 Ministry of Industry and Trade. It has a registered address of Jabal Elwabdeh Derar Bin Al-Azwar
5 Street Building #40, Jordan and a mailing address of P.O. Box 2882, Amman 11 821 Jordan. The
6 Latin Patriarchate of Jerusalem is named as the sole shareholder and/or member of this company and
7 is considered the owner of AUM. The stated purposes and activities of AUMC are: Management
8 of universities and educational and research institutions; e-learning; establishing, operating and
9 managing educational and specialized schools, colleges and universities; private universities; and
10 sale purchase, own, lease, rent, exchange, mortgage and manage assets or any franchises that it
11 deems appropriate for the purpose of the company. Its function is to manage and hold the capital
12 assets of the enterprise, including but not limited to its buildings and equipment.

13 6. On information and belief it is believed and thereupon alleged that AUMI, AUMJ and
14 AUMC are one and the same entity that has been registered separately in the United States and
15 Jordan in order to shroud the entity with immunity from suit in the United States. The New
16 Hampshire corporation only has any meaningful existence if it includes the entities known as AUMJ
17 and AUMC that are its counterpart organizations in Jordan. Therefore, these three separately named
18 entities are one and the same and shall be referred to collectively hereinafter as "AUM." These three
19 defendants are "A Single Corporate Entity" referred to as AUM, pursuant to the requirements of the
20 United States of America, New Hampshire and the Nation of Jordan.

21 7. Defendant, the Latin Patriarchate of Jerusalem ["LPJ"]: is on information and belief, the
22 Catholic Episcopal See for Israel, Jordan, Cyprus and the Palestine territories. Its authority emanates
23 from the Vatican in Rome, Italy. The LPJ has a place of business of 28 Princess Alia Street-
24 Sweifieh P.O. Box 851379, 11185 Amman, Jordan. In addition, it has three church parishes in
25 California, including the one at 1205 Columbia St., Redlands, CA 92374.

26 8. Defendant, the Latin Patriarchate of Jerusalem Ecclesiastical Court in Amman
27 [hereinafter referred to as "Ecc. Court"], is on information and belief, the official extension of the
28 Roman Catholic Church [Holy See] or as referred to as the Vatican, ("On March 3, 1994, the Holy

1 See The Vatican and the Hashemite Kingdom of Jordan agreed to establish full diplomatic relations.
2 Subsequently, a Nunciature was established in Amman on April 6, 1994 and a Jordanian Embassy
3 was accredited to the Holy See”). The [Ecc. Court] has a place of business 63 Ali Seedo Al-Kurdi
4 Street- Sweifieh P.O. Box 851379, 11185 Amman, Jordan.

5 9. On information and belief, Defendant, Honorable Judge Fr. Dr. Majdi Siryani
6 [hereinafter “Fr. Majdi Siryani,”], has been a resident of San Bernardino County, California during
7 times relevant to this Complaint. On information and belief it is believed and thereupon alleged that
8 Defendant, Majdi Siryani at all times relevant was the President of AUMC, the C.E.O and an
9 authorized signatory of The American University of Madaba AUMJ, as stated in the New Hampshire
10 Higher Education Commission reports regarding AUMI. He was also listed as the Treasurer of
11 AUMI. The Certificate of Registration of the American University of Madaba Company “AUMC”
12 at the Jordanian Ministry of Industry, Trade & Supply dated May 17th, 2012, lists Fr. Majdi Siryani
13 as the General Manager of AUM with signature authority.

14 10. Defendant, Mukawer Castle For Education Company [“MCE”]: is on information and
15 belief an organization created by an order of The Secretary of State Of The Vatican, and is registered
16 as a non-for-profit, limited liability company in The Companies Control Department under the
17 number 765 with a National Establishment number (200151085) with the Jordanian Ministry of
18 Industry and Trade. Of which the Latin Patriarchate of Jerusalem is the sole shareholder. Its
19 purposes are: Management of universities and educational and research institutions; e- learning;
20 establishing, operating and managing educational and specialized schools, colleges and universities;
21 private universities; and sale purchase, own, lease, rent, exchange, mortgage And investment of any
22 movable / immovable assets or any franchises that it deems appropriate for the purpose of the
23 company. The company has a place of business at Amman, Jordan with a Hampshire address
24 P.O.Box 950892, Amman, Jordan.

25 11.. Defendant, Vatican Foundation St. John The Baptist [SJB]: is on information and belief
26 an official foundation created in Rome Italy in 2015 by the Secretary of State of The Vatican
27 (HS/VCS) to manage and operate Defendant, [AUMJ] Through Defendant, Mukawer Castle for
28 Education Company . Has an address at Arcivescovo Tit. Di Gallese, Nunzio Apostolico, 00120

1 Citta Del Vaticano.

2 12. Defendant, The Vatican [HS/VCS]: is on information and belief the official owner and
3 the governor with the supreme power over Defendants, The American University of Madaba Inc.,
4 American University of Madaba Company, American University of Madaba, The Latin Patriarchate
5 of Jerusalem, Latin Patriarchal Vicariate for Jordan – “Ecclesiastical Court, Mukawer Castle for
6 education and The Vatican Foundation St. John the Baptist. The individual Defendants, His
7 Beatitude Fouad Al-Twal, His Excellency Archbishop Pierbattista Pizzaballa, His Excellency
8 Archbishop Bishara Maroun Lahham, His Excellency Archbishop William Shomaly, His Excellency
9 Archbishop Antonio Franco, receive their authority and direction from the Secretary of State of the
10 Vatican and serve in their capacity as agents of The Vatican [HS/VCS]. The offices of The Vatican
11 are located at Vatican City State, 00120.

12 13. Defendant, His Beatitude Fouad Al-Twal TWAL: was the former head of the Latin
13 Patriarchate of Jerusalem during various times described herein. Defendant, TWAL has the highest
14 Authority and signature over the entire Latin Catholic Archdiocese that includes jurisdiction over
15 all The Latin Catholics in Israel, the Palestinian authorities, Hashemite Kingdom of Jordan and
16 Cyprus. The powers and authority of Defendant, TWAL emanate from the Vatican in Rome. TWAL
17 has a residential address at Our Lady of Peace Center, Queen Alia International Airport Road P.O.
18 Box 851379. Amman 11185, Jordan. In his position with LPJ, TWAL has the following authority,
19 among others:

20 A. The sole owner of the American University of Madaba Inc. as registered in the state
21 of New Hampshire,

22 B. The owner of the American University of Madaba Company as registered in The
23 Hashemite Kingdom of Jordan,

24 C. The first chairman of the Board of trustee of the American University of Madaba,

25 D. The landlord of the real estate of the American University of Madaba,

26 14. Defendant, His Excellency Archbishop Pierbattista Pizzaballa (“Pizzaballa”) is known
27 as the “The Apostolic Chair Administrator.” He was appointed by The Vatican on June 24th 2016,
28 after the resignation of His Beatitude Fouad Al-Twal. On information and belief he is currently the

1 head of the Latin Patriarchate of Jerusalem and the owner of the American university Company.
2 Defendant, Pizzaballa currently has the highest Authority and signature over all the Latin Catholic
3 Archdiocese with jurisdiction for all Catholics in Israel, the Palestinian authorities, Jordan and
4 Cyprus. Defendant, Pizzaballa Emanates and receives his power from the Vatican in Rome. He has
5 an address at Latin Patriarchate Road, P.O.Box 14152, Jerusalem 9114101.

6 15. Defendant, His Excellency Archbishop Bishara Maroun Lahham [Lahham]: On
7 information and belief he was the Auxiliary Bishop of Jordan, the owner of the American University
8 Company [AUMC], The Deputy Chair of The American University of Madaba, Defendant, Lahham
9 was the second in command after Defendant, TWAL, Defendant, Lahham Emanates his power from
10 the Vatican in Rome. Has an address at St. Charbel St., Number 39, 00970, Bethlehem, West Bank.

11 16. Defendant, His Excellency Archbishop William Shomali [Shomali]: on information and
12 belief he is currently the Auxiliary Bishop of Jordan, The owner of the American University
13 Company [AUMC], The Chairman of the Board of Trustee of the American University of Madaba
14 [AUMJ], The second in command after his Excellency Archbishop Pierbattista Pizzaballa, is
15 Defendant, Shomali. His power and authority emanates from the Vatican in Rome [HS/VCS] with
16 an address 28 Princess Alia Street- Sweifieh P.O. Box 851379, 11185 Amman, Jordan.

17 17. Defendant, His Excellency Archbishop Antonio Franco ["Franco"]: on information and
18 belief he was the representative of the Vatican [HS/VCS] to organize, arrange, communicate, and
19 administrate The Vatican Foundation St. John the Baptist in Rome ["SJB"]; Mukawer Castle for
20 Education in Jordan ["MCE"]; The American University of Madaba Company ["AUMC"] in Jordan;
21 The American University of Madaba Inc. ["AUMI"] incorporated in the state of New Hampshire;
22 and the American University of Madaba [AUMJ] in Jordan. Defendant, Franco emanates, receives
23 and derives his power and authority from the Vatican [HS/VCS], and has an address at Arcivescovo
24 Tit. Di Gallese, Nunzio Apostolico, 00120 Citta Del Vaticano.

25 18. Defendant, His Eminence Secretary of State Pietro Parolin [Parolin]: On information and
26 belief he was the representative of the Vatican to organize, arrange, communicate, and administrate
27 the Vatican Foundation St. John the Baptist in Rome; Mukawer Castle for Education in Jordan; The
28 American University of Madaba Company [AUMC] in Jordan; the American University of Madaba

1 Inc. [AUMI] in the state of New Hampshire; and the American University of Madaba [AUMJ].
2 Defendant, [Parolin] Emanates and receives his power from the Vatican. His office is located at
3 Segretaria di Stato, I-00120 Città del Vaticano.

4 19. Plaintiffs are unaware of the true names and capacities of Defendants sued herein as
5 Does 1-21 (“Doe Defendants”), inclusive, and therefore sues these Doe Defendants by such fictitious
6 names. Plaintiff will seek leave to amend this Complaint to allege the true names and capacities of
7 said Doe Defendants when ascertained. Plaintiffs are informed and believe, and thereon allege, that
8 at all relevant times mentioned herein, each of the fictitiously-named Doe Defendants conducted
9 business in San Bernardino County, California and/or conspired with the named Defendants in the
10 allegations of the Complaint, and are culpable or responsible in some manner and/or conspired with
11 one or more of the other Defendants for the conduct, acts, omissions, occurrences, injuries, and
12 damages herein alleged, and that Plaintiff’s injuries and damages were directly and proximately
13 caused thereby.

14 20. Plaintiffs are informed and believe, and based thereon allege, that at all times
15 mentioned herein, each Defendant, was the agent, servant, employee, alter ego and/or associate of
16 each of the other Defendants, and was at all times acting within the course and scope of such
17 relationship in doing the acts alleged, with the knowledge and consent, express or implied, of each
18 of the other co-defendants.

19 21. Plaintiffs are informed and believe, and based thereon allege, that Defendants were
20 operating as a joint enterprise.

21 **VENUE**

22 22. Jurisdiction is proper in this judicial district because it is the “...district in which a
23 substantial part of the events or omissions giving rise to the claim occurred;” it is the place with the
24 contracts described herein were to be performed; and it is the venue where one of the Defendants
25 resides and where the many of the actions constituting fraud in the inducement occurred.

26 **JURISDICTION**

27 23. This Court has both personal and subject matter Jurisdiction over this action based upon
28 the rule that California has personal jurisdiction over a nonresident defendant, who “has such

1 minimum contacts with the state that the assertion of jurisdiction does not violate ‘ “traditional
2 notions of fair play and substantial justice.” ’ ’ (*Vons Companies, Inc. v. Seabest Foods, Inc.* (1996)
3 14 Cal.4th 434, 444, 58 Cal.Rptr.2d 899, 926 P.2d 1085)

4 24. This Court has jurisdiction over Defendants because they have engaged in commercial
5 activity in California and throughout the United States. All Defendants are involved in conspiracy
6 to conduct an illegal money laundering scheme of international proportions that is based in
7 California using the financial and managerial assistance of California resident, and fraudulently
8 including Plaintiff Seryani, a resident of California, to further their purposes of exploiting their
9 charitable deduction status of the Roman Catholic Church and the Defendant, entities under IRS
10 501(c)(3), together with the Sovereign immunity that prevents the tracing of international wire
11 transactions.

12 25. The Defendants have the requisite minimal contacts with the forum state, as the
13 Defendants are various organizations that exist under the umbrella of the Roman Catholic Church
14 that has substantial business activities and assets within the State of California. Defendant, TWAL
15 was the primary agent at all times working as a representative of the Vatican in its money laundering
16 scheme. Plaintiff, SERYANI was introduced to TWAL by Defendant, Fr. Dr. Majdi Siryani who
17 is a California resident who resided within this Court’s Jurisdiction. As the head of the Latin
18 Patriarchate of Jerusalem and appointed by the Vatican, TWAL traveled to California to solicit the
19 financial support from California residents and obtain critical involvement of Plaintiffs in this
20 scheme. A person named Charlie who was one of the shadow facilitators of this scheme who had
21 the connections with the oil company executives, banks and the Vatican is a resident of the State of
22 California. The contracts between Defendants and Plaintiff Seryani were signed in California. The
23 enticement of money to draw Plaintiffs into the trap was electronically delivered into Plaintiffs’
24 bank accounts in California.

25 26. Representatives of the Defendants AUMJ and AUMC and the LPJ solicited the services
26 of Plaintiff in California and have been doing business in California that includes the solicitation of
27 financial support from residents of the State of California, frequent visits to the State of California,
28 the solicitation of expert services from residents of the state of California and funding from affiliated

1 HS/VHS churches and organizations located throughout San Bernardino County.

2 27. One of the Trustees of AUM is a California resident.

3 **COMMON ALLEGATIONS**

4 29. Plaintiff, SERYANI, previous to the circumstances alleged herein as the basis of his
5 Complaint, was a Hotel Regional Manager in the United States, who had successfully revitalized
6 various hotel properties for major hotel chains. As a Jordanian national who had become a United
7 State citizen, he had achieved a level of importance within that community. He stood alone as the
8 one Jordanian who was both a faithful and dedicated member of the Catholic Church and had
9 achieved success in the hotel industry in America.

10 30. On the basis of his stellar reputation within the Jordanian community of Catholics,
11 Plaintiff, SERYANI was initially contacted by Fr. Majdi Siryani, as Treasurer and C.E.O of AUM
12 to interest him and induce him into becoming involved with the LPJ and AUM in Jordan. After
13 Plaintiff expressed his interest in that possibility, Fr. Majdi Siryani arranged an initial meeting with
14 Defendant, TWAL to discuss his involvement as the manager of a hotel complex being planned for
15 construction in Jordan under the auspices of and/or funding from the HS/VHS. At an initial meeting
16 in the United States with TWAL in 2012 regarding this hotel management position, Plaintiff,
17 SERYANI and TWAL formed a bond that was both religious and business oriented. A fiduciary
18 relationship of trust and fidelity was established between them in which Plaintiff, SERYANI
19 pledged his loyalty to the moral, ethical and religious values and goals of the Roman Catholic
20 Church and offered his services as a businessman to assist the HS/VHS and LPJ in every way.

21 31. Soon thereafter, the plan of a hotel complex was tabled and TWAL sought the
22 assistance of Plaintiff, SERYANI with what was described as a once in a lifetime opportunity for
23 Plaintiff, SERYANI to accomplish an important success for the Catholic Church in his home nation
24 of Jordan. As many members of his family lived in Jordan, Plaintiff, SERYANI considered it an
25 unexpected honor and privilege to participate in this project.

26 32. Based upon the representations of TWAL, Plaintiff, SERYANI was induced to
27 suspend his successful career in America as a Hotel Regional Manager in order to assume the
28 immense responsibility and honor of promoting, developing and constructing an internationally

1 prominent University in his home country of Jordan that would be a beacon of education and
2 religious harmony for the Catholic Church in the Middle East.

3 33. As an inducement and representation to Plaintiffs, SERYANI and SYNERGY,
4 TWAL assured him that the AUM was a fully funded and fully accredited school with the New
5 Hampshire Higher Education Commission (“NHHEC”) and the New England Association of
6 Schools and Colleges, Inc. (“NEASC”), a fully functioning University with adequate staffing and
7 facilities in Jordan, and adequate financial resources from the Vatican. The accreditation of the
8 University was essential for obtaining Federal Student Loans that would assist with the tuition and
9 costs of a college for Americans with Jordanian ancestry, interested in a faith based education. It
10 was also necessary for the school to obtain and keep its Federal Tax Exemption, as will be shown
11 was the original purpose for creating the school.

12 34. As the LPJ was the highest authority of the Roman Catholic Church in the Middle
13 East with his headquarters in Jerusalem and Amman, Jordan, Plaintiff, SERYANI was assured that
14 both AUM and their projects would be fully funded and that SERYANI would have full control over
15 the application of these resources in his oversight position. With these assurances, Plaintiffs,
16 SERYANI formed a new corporation, SYNERGY SELECT ONE, LLC (“SYNERGY”) and
17 registered it to do business in California.

18 35. In their discussions, TWAL agreed that in addition to his role as the administrative
19 head of AUM, Plaintiffs, SERYANI and SYNERGY would also be given a contract to provide food
20 services for the University and later it was agreed they could provide bus services for the students
21 and employees of AUM and there were other contracts for construction and other services. The bus
22 service was essential, as the school was located in Madaba that is about 25 miles from the capital
23 city of Amman. With assurances of both financial success and honor, Plaintiffs, SERYANI agreed
24 to suspend his successful career in America and spend significant periods of time away from his
25 family in order to fulfill this mission.

26 36. The reality of the financial straits of AUM was concealed from Plaintiffs until after
27 SERYANI had assumed his position as the administrator and invested considerable funds of his own
28 to prop up this financially strapped educational organization. As the financial situation of AUM

1 grew worse, the means of acquiring funding for the institution grew more desperate. Plaintiff
2 informed TWAL that he needed \$7,000,000 in funding to complete the repairs, start the second
3 phase of the AUM campus (mainly the library) and to repay part of the amounts that Plaintiff had
4 advanced as loans and in unpaid services to AUM. Plaintiffs were assured repeatedly that the
5 financial situation would be resolved and all debts would be paid. Defendant, Twal sincerely assured
6 Plaintiffs that \$20+ million would be coming soon from the Vatican. Plaintiffs trusted him.

7 37. Defendant, Twal forwarded emails, and arranged phone call meetings, and a member
8 of the Vatican confirmed that the promised money would soon be wired to AUM. “The Magi are
9 coming with the money,” was Defendant, Twal’s most repeated sentence. word for word. to every
10 debtor related to AUM and or LPJ including the Plaintiffs. However, Plaintiffs later learned that
11 the money did not arrive because Monsignor Nunzio Scarano (a top accountant for the Vatican),
12 serving as the HS/VHS courier, was arrested as he attempted to bring \$20 million euros in hard cash
13 from a Swiss bank account into Italy. Monsignor Scarano was arrested by the Italian police for
14 money laundering. This scenario was admitted to Plaintiff, SERYANI at a later time by Defendant,
15 Pizzaballa after portions of the story appeared in various news publication.

16 38. About two years after accepting his position as the Administrator for LPJ of AUM,
17 Plaintiff, SERYANI discovered the real purpose of this “educational institution” known as AUM.
18 Under the IRS tax code provisions, as explained in a document and an email Plaintiff received from
19 LPJ, oil companies operating in the United States are allowed to make charitable donations of up
20 to 5% of their net proceeds to educational institutions that are incorporated in the United States and
21 have IRS 501(c)(3) exemption status. AUM was organized as a New Hampshire corporation and
22 accredited with the NHHEC and the NEASC and it had been qualified for IRS 501(c)(3) status.

23 39. On September 18th, 2014 Plaintiff Seryani received an E-mail Communication from a
24 representative of the Defendants, Fr. Michael McDonagh that contained three important attachments.
25 The body of the email describing the content of the attachments is as follows:

26 The LPJ/AUM refinancing is a first read.
27 Then the proposal!
28 Then the draft letter (drawn up by Charlie).

28 Within the body of the email was a copy of a letter from McDonagh to Charlie stating the following:

1 *We are open to discuss various ways in which Latin Patriarch of Jerusalem can facilitate*
2 *your endeavors; including using the Vatican's status as a sovereign nation to support*
3 *Cardinal Resources to negotiate supply terms with a Country and/or with National Oil*
4 *Companies.*

5 This letter was sent to Plaintiff, SERYANI at a time that Fr. Mcdonagh believed Plaintiffs
6 would participate in and facilitate this money laundering scheme as a means to provide funding to
7 AUM and pay its debts to Plaintiff.

8 40. On information and belief it is believed and thereupon alleged that this plan was known
9 to Defendants from the inception of AUM and the reason for inducing Plaintiff, a well known and
10 respected individual, to become the front representative and the Administrator “representing the
11 owner of AUM, which is LPJ”. Plaintiff, SERYANI was instructed to negotiate a deal “In his
12 position as the Administrator for LPJ” that would authorize and request the payment of
13 \$150,000,000 to AUM for the necessary repairs and construction. Knowing that this was many times
14 greater than the amount of money that was actually needed by AUM and that it would be impossible
15 for AUM to repay such a large debt, Plaintiff, SERYANI investigated further into the reason for
16 requesting such a large sum of money that would be unsound financially for AUM.

17 41. Plaintiff, SERYANI learned through this Email from Fr. Mcdonagh that he was being
18 asked to participate in and initiate a massive money laundering scheme that involved all of the
19 Defendants. The request for funding would have resulted in a payment of \$150,000,000 that would
20 be reflected as a charitable donation from an international oil company operating in the United
21 States. The oil company would be entitled to a charitable deduction from the IRS and glean a
22 substantial amount of good will with the HS/VCS. As explained in the chart that was included as
23 an attachment to this email, the funds would be funneled through JP Morgan Bank in New York
24 City to the AUM accounts in the following manner:

25 A. LPJ engages AUM as an SPV Company “a Special Purpose Vehicle, limited
26 Company is a company which is set up just to temporarily hold money” AUM uses
27 its IRS 501(c)(3) exempt status to receive oil company charitable donations. The
28 bank account holding these funds is then placed under the control of the PI (primary
 intermediary) that is called Cardinal Resources. Cardinal Resources then manages
 both the supply and the sales agreement with the supplier (oil company) and the off-

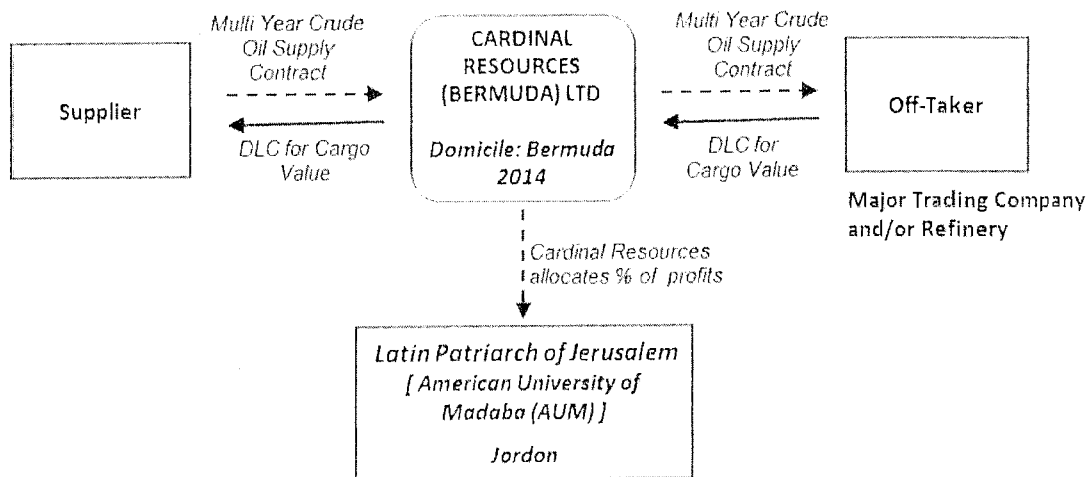
1 taker using the J P Morgan Bank to issue the DLC (documentary letter of credit).

2 B. A Bermuda based LTD company would work as a PI (primary intermediary) to
3 control both ends of the deal and secure commission on both ends, and sign multi
4 year crude oil contracts between supplier and off-taker in a perpetual funding and
5 money laundering scheme.

6 C. The deal would be consummated using only a DLC that is issued by J P Morgan
7 Bank in New York.

8 D. The Bermuda LTD would use the SPV AUM accounts and possibly certain
9 HS/VCS accounts to transfer to the LPJ and the Vatican their 25% take of the funds.
10 The remaining 75% of funds were to be distributed to the three other partners in the
11 deal the PI, the supplier, and the off-taker.

12 42. This is a copy of the chart as it appeared on the documentation obtained in the email
13 from Fr. McDonagh:



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24 43. According to documentation obtained by Plaintiffs, SERyani and SYNERGY, the
25 delivery of the funds to the various parties would be undetected and undisclosed due to banking
26 regulations that deem payments to and from the Vatican to have sovereign immunity from such
27 disclosure. The Vatican maintains its own banks that have been protected from any such disclosure.

28 44. When Plaintiffs, SERyani and SYNERGY refused to participate in this elaborate

1 money laundering scheme, their long term contracts were suspended and their property in Jordan
2 was confiscated. This was the third and final time that Plaintiffs had refused to participate in a
3 money laundering scheme proposed to him by the Defendants. Plaintiff, SERYANI was forced to
4 leave Jordan and return to his home in California under threat of his arrest should he ever return to
5 Jordan. Under these circumstances, Plaintiff, SERYANI has no meaningful recourse for his
6 damages in Jordan.

7 **Defendants Latin Patriarchate of Jerusalem**

8 45. Prior to AUM's incorporation, Defendant, TWAL as the representative of The Latin
9 Patriarchate of Jerusalem submitted a document to the higher Commission (NHHEC) concerning
10 AUM and gave a copy of the document to Plaintiffs that states the following:

11 A. The American University of Madaba [AUM], is a not-for-profit private
12 university owned by the Latin Patriarchate of Jerusalem in Jordan, with its main campus in
13 Madaba, Jordan requests approval from the N.H. Higher Education Commission (NHHEC)
14 as a precursor to incorporation in the State of New Hampshire.

15 B. The Latin Patriarchate of Jerusalem is a subdivision of the Catholic Church,
16 covering Palestine, Jordan, Israel, and Cyprus.

17 C. The MoHE (Jordanian Minister of Higher Education) has appointed a Board of
18 Trustees after consultation with the owners of the university, the LPJ.

19 D. Reasons for this request: AUM was established by the Latin Patriarchate of
20 Jerusalem, to be located in Jordan, and was licensed by the Higher Education Council (HEC)
21 of the MoHE in Jordan, by its Decision No (1374/2005) in session No. (70/2005) on
22 December 15, 2005.

23 E. Board of Trustee: The Board of Trustees (BT) is the highest governing body
24 of the AUM. It is appointed by the Jordanian MoHE in consultation with the Latin
25 Patriarchate of Jerusalem, the creator of the university.

26 F. The land upon which AUM is built is owned by the Latin Patriarchate of
27 Jerusalem. As regards the construction of the campus and provision of facilities, AUM has
28 already organized a financial strategy for the university, which will be described in section

1 1004.10.

2 G. AUM is wholly owned and is operated by the Latin Patriarchate of Jerusalem,
3 a subdivision of the Catholic Church. Phase I of the campus has been completed with
4 capitalization funding from the Latin Patriarchate.

5 H. Capital Expenditures and Investment: The capital expenditures will be
6 financed through capital injection from the Latin Patriarchate of Jerusalem of 60% and local
7 bank loans of 40%.

8 46. In order to obtain accreditation, the State of New Hampshire Higher Education
9 Commission, under Rule 405.10, requires that the Financial Resources of any educational institution
10 be adequate for the institution to:

- 11 a. Support and sustain its purpose;
12 b. Implement its program; and
13 c. Graduate its entering class (within 4 years for associate degree-granting authority, and
14 within a minimum of 6 years for baccalaureate, masters, and doctoral degree-granting authority).

15 47. On information and belief it is believed and thereupon alleged that Fr. Majdi Siryani,
16 in his position as the "Treasurer of AUMI" and members of his staff with "AUMJ" in concert with
17 Defendant, TWAL continuously and systematically communicated with and provided false
18 information to the State of New Hampshire, the NHHEC and the United States Internal Revenue
19 Service regarding the finances and status of AUM for the purpose of obtaining with false
20 documentation the approval of AUM as a tax exempt organization and an accredited school with the
21 NHHEC and NEASC. These Defendants made false representations to the NHHEC in order to
22 induce the NHHEC into awarding degree-granting authority to AUM. On information and belief
23 Plaintiffs are informed and believe that these representations were made knowing that they were
24 false at the time they were made and made to the NHHEC for the purpose of inducing the NHHEC
25 to provide AUM with degree-granting authority and later to induce Plaintiff to enter into contracts
26 to provide administrative and other services to AUM on the basis of the false claims by Defendants
27 that the critical degree-granting authority had been lawfully granted.
28

1 **Defendant, Latin Patriarchal Vicariate for Jordan “Ecclesiastical Court”**

2 **(“Ecc. Court”).**

3 48. On information and belief, The Head of the First instant Ecclesiastical Court in Jordan
4 Honorable Judge Fr. Dr. Jihad Shweihat, is an active member with Defendant, AUMJ and Trustee,
5 representing Defendant, LPJ as the owner and landlord. Honorable Judge Fr. Dr. Jihad notarized and
6 confirmed documents approving the payment of funds to Plaintiff, SERYANI in excess of US \$7
7 million. Honorable Judge Fr. Dr. Jihad, on information and belief, personally authorized payments
8 to be made directly to Plaintiff, Seryani from The Ecclesiastical Court accounts, related to this case.

9 49. Honorable, Judge Dr. Fr. Shawqi Bateriaian notarized and confirmed documents
10 approving and authorizing these payments to be made.

11 50. Honorable Judge Dr. Fr. Majdi Siryani Head of the second instant of the Ecclesiastical
12 court in Jordan held many positions at the same time for AUMC, AUMJ, and AUMI, and signed
13 official documents for AUM’s, as well authorized Defendant, His Beatitude Fouad Twal to sign the
14 main Contracts related to this case on behalf of AUM. Honorable Judge Dr. Fr. Majdi Siriani
15 “Treasurer of AUMI” and his representatives from “AUMJ” continuously and systematically
16 communicated with the State of New Hampshire North America Team, located in Concord and
17 other cities of the State of New Hampshire for the purpose of communicating with the NEASC in
18 Boston, MA to obtain accreditation.

19 **Defendant, Mukawer Castle for Education**

20 51. On information and belief, prior to the formation of the educational institution known
21 as “Mukawer Castle,” the Vatican formed a committee known as “The Vatican Commission.”

22 52. On information and belief “The Vatican Commission” held several meetings to discuss
23 the financial status of AUM, specifically related the construction of the campus of AUMJ in Jordan,
24 at LPJ and at the Apostolic Nunciature in Jordan known as “Vatican Embassy in Amman.”

25 53. In August, 2014, Plaintiff Seryani attended one of those meetings with the following
26 individuals: (1) His Excellency Antonio Franco, (2) The Former Apostolic Nuncios His Excellency
27 Giorgio Lingua, (3) and other three members of the Vatican Commission.

28 54. On information and belief Defendant, Mukawer Castle For Education Company, was

1 created through an order of The Secretary of State of the Vatican, Defendant, His Eminence Pietro
2 Parolin [Parolin]. He is one of the highest ranking officers of HS/VCS.

3 **Defendant, Vatican Foundation St. John the Baptist**

4 55. On August, 25th, 2015, a communication was sent to Defendant, TWAL from
5 Defendant, His Excellency Antonio Franco stated that the Vatican Foundation St. John the Baptist
6 would credit the sum of \$250,000 to Plaintiff's account in Jordan, and a second payment to the
7 Ecclesiastical Court of the Patriarchal Vicariate of Jordan the sum of \$244,000

8 56. Through extensive communications verbally, by email, telephone calls, messages, and
9 by other means Plaintiff has confirmed the direct involvement of Vatican St. John the Baptist as a
10 source of funding for AUM and payment of amounts owed to Plaintiffs.

11 57. On information and belief, The Vatican St. John the Baptist borrowed a sum of 50
12 million Euros from European Banks that was to be used in part to pay the debts of AUM, including
13 all debts to Plaintiffs, and that these funds were wired to AUM through Defendant, Mukawer Castle
14 for Education.

15 **Defendant, The Holy See or as commonly recognized as The Vatican Nation [HS/VCS]**

16 58. On information and belief, the Vatican Secretary of State, Eminence Pietro Parolin
17 ordered the establishment of The Vatican Commission, which became The Vatican Foundation St.
18 John the Baptist in Italy and had as a counterpart, the Mukawer Castle for Education in Jordan.

19 59. On July 4th, 2018 Plaintiff, Seryani received an E-mail communication from
20 Defendant, His Excellency, Archbishop Pierbattista Pizzaballa. The Email came from the IP address
21 212.77.30.72 that belongs to the Vatican and from computer Number "ASN" 8978 which belongs
22 to the Holy See Secretariat of State, Department of Telecommunication. This email from
23 Defendant, His Excellency, Archbishop Pierbattista Pizzaballa affirmed that Plaintiffs would be paid
24 upon the fulfillment of certain conditions. This communication was an affirmation of the existence
25 of the obligations of HS/VCS and AUM to Plaintiffs. Multiple emails followed from the same IP
26 address with the same message.

27 60. On information and belief, on August, 30, 2018 Plaintiff, Seryani received an email
28 communication from Defendant, His Excellency, Archbishop Pierbattista Pizzaballa that again

1 confirmed the obligations of Defendants to the Plaintiffs, and sought to resolve the amounts owed
2 to Plaintiffs and make full and final payment on the accounts.

3 **Defendant, His Beatitude Fouad Al-Twal**

4 61. Defendant, His Beatitude Fouad Al-Twal [“TWAL”] on information and belief was the
5 head of the Latin Patriarchate of Jerusalem, who is the sole owner of the American University of
6 Madaba Inc. as registered in the state of New Hampshire; the owner of the American University of
7 Madaba Company as registered in The Hashemite Kingdom of Jordan; the first chairman of the
8 Board of Trustees of The American university of Madaba; and the landlord of the real estate of the
9 American University of Madaba. Defendant, TWAL has the highest Authority and signature over
10 all the Latin Catholic Archdiocese with jurisdiction for all The Latin Catholics in Israel, the
11 Palestinian authorities, Hashemite Kingdom of Jordan and Cyprus. Defendant, TWAL Emanates and
12 receives his power directly from the Vatican in Rome (HS/VCS).

13 62. On information and belief Defendant, His Beatitude Fouad Al-Twal TWAL was the
14 highest ranking official of the Latin Patriarchate of Jerusalem.

15 63. On information and belief TWAL was Chairman of the [AUMC] Board of Directors.

16 64. On information and belief Defendant, Twal signed an independent Auditor’s third party
17 provided by Michael Sindaha & Company a Certified Public Accountant containing the AUMC &
18 AUMJ Financial Reports.

19 65. On information and belief Defendant, Twal signed for and authorized loans from local
20 and international banks using the AUM Financial Reports and AUM financial income.

21 66. On information and belief Defendant, Twal wired money from his personal bank
22 account to AUM bank accounts on multiple occasions.

23 67. On information and belief Defendant, Twal managed, operated, conduct meetings,
24 ordered payments, and oversaw and authorized transactions, related to AUM financial accounts.

25 68. On information and belief Defendant, Twal wired money as payments related to the
26 facts of this case to Plaintiffs from his personal account.

27 69. On information and belief Defendant, Twal, received salary, retirement, rewards, grants,
28 and gifts as a direct monthly, yearly, onetime, or other payment from the Vatican related to his

1 position with the LPJ or concerning the AUM project.

2 70. On information and belief Defendant, Twal represented the Vatican in arranging,
3 negotiating and transferring funds using AUM name and financial reports & accounts.

4 71. On information and belief Defendant, Twal authorized several not-for-profit entities in
5 the United States to collect donations using the AUM name, and on information and belief that
6 money never reach AUM accounts.

7 72. On information and belief, it is believed and there upon alleged that Defendant, Twal
8 collected money from fundraisers, donations, grants, or other means, and used several American not-
9 for-profit entities to wire the money with an unclear intention or purpose. On January 28th, 2015.
10 Plaintiff Seryani received an email communication from Defendant, Twal with an attachment
11 containing wiring instructions to his personal Bank of America account or to another non- for-profit
12 entity in the United States under his authority

13 73. On information and Belief Defendant, Twal signed documents and affidavits under oath
14 which were submitted to New Hampshire Superior Court and contained misleading information.

15 **Defendant, His Excellency Archbishop Pierbattista Pizzaballa (Pizzaballa)**

16 74. Defendant, His Excellency Archbishop Pierbattista Pizzaballa known as the “The
17 Apostolic Chair Administrator” was appointed by the Vatican on June 24th 2016, following the
18 resignation of His Beatitude Fouad Al-Twal, as the Apostolic Administrator of the Latin Patriarchate
19 of Jerusalem, which owns AUM. Defendant, Pierbattista Pizzaballa currently is the highest
20 authority over all the Latin Catholic Archdiocese with jurisdiction over all Latin Catholics in Israel,
21 the Palestinian authorities, Jordan and Cyprus. Defendant, Pizzaballa’s authority issues from the
22 Vatican in Rome. On information and belief Defendant, Pizzaballa is the Chairman of the AUMC
23 Board of Directors and is authorized to sign documents for AUMC and AUMJ.

24 75. On information and belief, Defendant, Pizzaballa authorized, managed, ordered, and
25 controlled unlawful activities against Plaintiff Seryani that include but are not limited to the
26 unlawful sale of Plaintiff Seryani assets and vehicles; the theft of Plaintiff Seryani’s identification;
27 the theft of Plaintiff’s bank account, and the unlawful seizure of the Plaintiff’s money and revolving
28 accounts with AUM. On information and belief, Defendant, Pizzaballa ordered, aided, abbeted, and

1 covered-up the unlawful activity of Defendant, Mukawer Castle for Education and the Vatican
2 concerning AUM.

3 76. On information and belief in a March 4th 2017 communication to all dioceses of the
4 LPJ including the ones in California, Defendant, Pizzaballa stated that his appointment as the
5 Apostolic Administrator of LPJ, as someone from outside the Patriarchate clergy, meant that there
6 had been many mistakes made and wrong decisions that affected the life of the Patriarchate,
7 financially and administratively, mainly concerning the American University of Madaba. That
8 communication confirmed that as Apostolic Administrator, Pizzaballa was granted the authority to
9 make decisions regarding the financial and administrative obligations of AUM.

10 77. On information and belief on November 2nd 2017, Defendant, Pizzaballa, sent an
11 email communication to Plaintiffs seeking to resolve the dispute. This email led Plaintiff to believe
12 there would be a resolution of AUM's obligations to him. The email acknowledged that Plaintiffs
13 were owed money from the various contracts and investments and sought settlement.

14 **Defendant, His Excellency Archbishop Bishara Maroun Lahham**

15 78. On information and belief Defendant, His Excellency Archbishop Bishara Maroun
16 Lahham ("LAHHAM") was the Chairman of the Board of Directors of AUMC. He was fully
17 authorized to sign documents for AUMC and AUMJ.

18 79. On information and belief, Defendant, Lahham was the Archbishop and Vicar of
19 Defendant, LPJ in Amman, Jordan. Defendant, Lahham was the Deputy Chairman of the Board of
20 Trustees for Defendant, AUMJ.

21 80. On information and belief, Defendant, Lahham, controlled, supervised, ordered, and
22 managed some or all of the wrongful activities described herein against Plaintiffs.

23 81. On information and belief Defendant, His Excellency, Archbishop Bishara Maroun
24 Lahham was the Chairman of the AUMC Board of Directors, fully authorized to sign documents for
25 AUMC and AUMJ.

26 82. On information and belief, Defendant, Lahham was the Archbishop and Vicar of
27 Defendant, LPJ in Amman, Jordan. Defendant, Lahham was the Deputy Chairman of the AUMJ
28 Board of Trustees. On information and belief Defendant, Lahham was put in charge of supervising,

1 ordering, and managing the activities against Plaintiffs, related to this case.

2 83. Defendant, Lahham on several occasions admitted to the fact that Plaintiffs needed to
3 cooperate with him because AUM was established mainly to launder money and that was the method
4 by which funding for Plaintiff's contracts with AUM could be obtained.

5 84. On information and belief, at the time that Defendant, Lahham conducted an official
6 visit to California, a sex scandal erupted on social media where one of his alleged victims had
7 released a video, photos, and other information related to his alleged improper sexual activity.

8 85. On information and belief, on January 5, 2017, Defendant, Lahham issued a public
9 statement concerning his observations about the Vatican decision to accept Defendant, Twal's
10 resignation and the appointment of Defendant, Pizzaballa as the LPJ. Defendant, Lahham later
11 noted that he received a letter dated January 31, 2017 from the Vatican Embassy in Jordan asking
12 him to resign.

13 86. On January 6, 2017, Defendant, Lahham was moved out of Jordan by an order from the
14 Vatican, and transferred to unknown facility for "treatment."

15 **Defendant, His Excellency Archbishop William Shomali [Shomali]**

16 87. On information and belief Defendant, His Excellency ("Shomali") was the Chairman
17 of the AUMC Board of Directors, fully authorized to sign documents for AUMC and AUMJ.

18 88. On information and belief, Defendant, Shomali authorized, managed, ordered, and
19 controlled unlawful activities against Plaintiff Seryani that include but are not limited to the unlawful
20 sale of Plaintiff Seryani assets and vehicles; the theft of Plaintiff Seryani's identification; the theft
21 of Plaintiff's bank account, and the unlawful seizure of the Plaintiff's money and revolving accounts
22 with AUM.

23 89. On information and belief, Defendant, Shomali ordered, aided, abetted, and covered-up
24 the unlawful activity of Defendant, Mukawer Castle for Education and the Vatican concerning
25 AUM.

26 90. On information and belief, Defendant, Shomali is the current Auxiliary Vicar of
27 Defendant, LPJ in Jordan, with full authority to act on behalf of the LPJ and the Chairman of the
28 Board of Trustees of AUMJ.

1 **Defendant, His Excellency Archbishop Antonio Franco Defendant, [Franco]**

2 91. On information and belief, Defendant, Franco first appeared in connection with these
3 matters early in 2014, when he was appointed by the Vatican to arrange for a major change with the
4 control over AUM.

5 92. Defendant, Franco started what was known as the Vatican Commission in Jordan, that
6 later became the Mukawer Castle for Education.

7 93. Defendant, Franco, on information and belief, acted as the direct representative of the
8 Vatican to organize, arrange, communicate, and administer the Vatican Foundation St. John the
9 Baptist in Rome, Mukawer Castle for Education in Jordan, the American University of Madaba
10 Company [AUMC], in Jordan, the American University of Madaba, Inc. [AUMI], in New
11 Hampshire, and the American University of Madaba [AUMJ]. Defendant, Franco's authority issued
12 directly from the Vatican.

13 94. Through emails and communications related specifically to this complaint and this case,
14 it is believed and thereupon alleged that Defendant, Franco acted as the owner, officer, landlord,
15 board member, director, chairman, deputy chairman, employee, and agent of every other foundation
16 related to the Vatican that had any relationship with AUM. He generated and distributed various
17 communications in that position through Computers with an IP address related to the Vatican and
18 the Vatican's Secretary of State.

19 95. On information and belief, Defendant, Franco held meetings at AUMJ, at the LPJ
20 offices, and at the Apostolic Nunciature in Jordan, known as the "Vatican Embassy in Amman" to
21 discuss AUM's financial status and matters related to this case. In or about August 2014, Plaintiff
22 Seryani attended one of the meetings that included: (1) Defendant, Franco, (2) the Former Apostolic
23 Nuncios, His Excellency Giorgio Lingua, and three other members of the Vatican Commission.

24 96. On information and belief, between July and November, 2014, all of the administrative
25 decisions an authority of Defendant TWAL, the Patriarch of Jerusalem, were suspended and
26 transferred to Defendant, Franco as the Vatican's representative.

27 97. In a December 26, 2015 communication to the head of the second instant Latin
28 Patriarchal Vicariate for Jerusalem – "Ecclesiastical Court," Honorable Fr. Emil Salaita Defendant,

1 I also said that the documentation should be controlled by the local Company. So I
2 repeat the request I already made in Jerusalem: to make contact with Mr. Adnan
3 Ziadat, President of the "Mukawer Castle for Education Private Company". This is
4 the procedure that the Vatican Foundation is following with all creditors of the
5 Patriarchate, in relation to the execution of the project of the University of Madaba

6 98. In an August 25, 2015 communication with Fr. Imad Twal "The Financial
7 Administrator," for LPJ and employee of AUMJ, Defendant, His Excellency Antonio stated:

8 (1) Thank you for the email with which you sent me the response of Mr. Benjamin [Plaintiff]
9 to the gesture of good will I proposed, **on behalf of the Vatican Foundation St. John the
10 Baptist, to credit the sum of \$250,000 to his account in Jordan**, of which he sent the bank
11 details, and to pay to the Ecclesiastical Court of the Patriarchal Vicariate of Jordan the sum
12 of Jordan Dinars JOD 244,000 (it is not yet clear whether it is US\$ or JOD), **with an
13 invitation to come and close all the "files" still pending in relation to his cooperation
14 with the Latin Patriarchate of Jerusalem for the management of the AUM.**

15 (2) If there is a written commitment on these two points, **I will immediately give the
16 instructions for the two payments mentioned above.** If there should not be a written
17 commitment signed by Mr. Benjamin, I would still keep my good will commitment, provided
18 that H.B. the Patriarch gives he, himself, a written assurance that he will obtain from Mr.
19 Benjamin what I am asking from him on behalf of the Foundation.

20 **Defendant, Cardinal Secretary of State His Eminence Pietro Parolin [Parolin].**

21 103. On information and belief, Defendant, Parolin ordered the establishment of the Vatican
22 Commission, later becoming the Vatican Foundation St. John the Baptist and ultimately Mukawer
23 Castle for Education.

24 104. On July 4th, 2018 Plaintiff Seryani received an email communication from Defendant,
25 Pizzaballa. The email came from an IP address 212.77.30.72 belong to the Vatican and from
26 computer Number "ASN" 8978 which belongs to the Holy See Secretary of State Department of
27 Telecommunication. Defendant, Pizzaballa's email that acknowledged the obligations of LPJ and
28 the Vatican to Plaintiffs and assured Plaintiffs that their claims would be resolved.

105. Plaintiff Seryani is an American businessman of Jordanian descent. Seryani has
extensive business experience in the hospitality and hotel industries.

FIRST CAUSE OF ACTION FOR FRAUD

AGAINST ALL DEFENDANTS AND DOES 1-100

106. Plaintiffs incorporate the factual allegations of Paragraphs 1-105 above as if fully set
forth herein.

107. In 2012, Seryani was approached by Defendant, Twal and asked to lend his experience
and resources to develop and operate an educational campus in Jordan known as the "American

1 University of Madaba.” Defendant, Twal invited Plaintiff, SERYANI to a meeting with him during
2 a fundraising tour in the United States related to AUM. Defendant, Twal invited Plaintiff,
3 SERYANI to a meeting on an undisclosed topic.

4 108. During his visit Defendant, Twal explained that the American University of Madaba
5 (AUM) required management assistance relating to the development and operation of its new
6 campus in Madaba, Jordan. The Defendant, explained the need of an expert with the American
7 requirements especially in the area of the food and beverage and other services.

8 109. During the visit and in order to induce Seryani, Defendant, Twal represented to
9 Plaintiff, SERYANI that the university cost exceeded the \$118 million, and that the Vatican is
10 involved in the financial aspects of AUM.

11 110. With these representations, Defendant, Twal requested that Plaintiff Seryani come to
12 Jordan and help in the opening process of AUM because Plaintiff’s expertise was highly needed at
13 that stage. In order to induce Plaintiff Seryani to accept the offer, Defendant, Twal represented that
14 the Vatican would be opening three hotels in the area for which Plaintiff, SERYANI would be
15 placed in charge.

16 111. A few weeks after the visit, Plaintiff Seryani started receiving email communications
17 and phone calls from a person named Gabi Sharbain, claiming to be a representative of Defendants
18 Twal, LPJ, and the project manager of AUM. Gabi Sharbain submitted an offer to Plaintiff Seryani
19 to come and work under Sharbain Company as Defendant, Twal had suggested. Plaintiff Seryani
20 unequivocally refused the offer to work as an employee for a third party.

21 112 – Defendant, Twal started his own direct email and phone communications with Plaintiff
22 Seryani, offering him a management agreement with AUM.

23 113. Fr. Majdi Siryani also contacted Plaintiffs during this time period and induced them
24 to enter into all of the contracts with AUM that are alleged herein for Administration; Food and
25 Beverage; Maintenance; and Transportation among others with assurances that there was and/or
26 would be sufficient funding for all of these contracts. Defendant, Fr. Majdi Siryani authorized
27 Defendant, TWAL to sign the contracts that AUM entered into with Synergy Select One, LLC,

28 114. Fr. Majdi Siryani attended all of the management, financial, bidding committee

1 meetings for AUMJ, AUMC, & AUMI relating to all of the contracts with SYNERGY.

2 115. Fr. Majdi Siryani repeatedly assured Plaintiffs that whatever payments were owed
3 to them under the contracts with AUM would be paid in full. "But for" his assurances, Plaintiffs
4 would not have entered into these agreements or advanced their time, materials and funding on
5 behalf of AUM.

6 116. In reliance on the various assurances extended, Plaintiffs entered into a
7 "Management Agreement" with Defendant, AUM in 2012 (see Count I, Breach of Contract).
8 October 1st 2012 both parties agreed on the starting date, October 1, 2012, and Plaintiff Seryani
9 started his initial investment with AUM. Soon thereafter, Defendants AUM and LPJ began paying
10 for Plaintiff's services based on the agreed contract.

11 117. By about the fourth month into the contract, cash flow problems developed. It was
12 Plaintiff Seryani's understanding that finances would not be an issue per Defendant, Twal's
13 assurances that 20+ million would be coming soon from the Vatican. Defendant, Twal forwarded
14 emails, and arranged phone call meetings, and a member of the Vatican confirmed the money wire.
15 "The Magi are coming with the money," was Defendant, Twal's most repeated sentence word by
16 word to every debtor related to AUM.

17 118. In order to induce Seryani to make the requested loans and provide the requested
18 services, Defendant, Twal informed Seryani that the Latin Patriarchate and the Vatican had promised
19 to guarantee all financial obligations of AUM during its startup phase (first six years) and would
20 guarantee all obligations due and owing to Plaintiffs and all other debtors.

21 119. At all relevant times, it was unclear to Plaintiffs if Defendant, Twal was making said
22 representations and guarantees in his capacity as an agent, officer, employee, of the Latin
23 Patriarchate of Jerusalem and the Vatican; or for AUMC, and AUM generally. Defendant, Twal was
24 the highest authority over everything related to LPJ and AUM, as Vatican representative.

25 120. By early July 2013, Defendant, AUM nearly depended entirely on funding from
26 Plaintiff Seryani to keep the doors open. In order to induce Plaintiff Seryani to maintain his support
27 for AUM, Defendant, Twal issued a **General Power Of Attorney to Plaintiff Seryani (the**
28 **"P.O.A."**). The P.O.A. was notarized, certified and apostille sealed, by the head of the First Instant

1 **“P.O.A.”**). The P.O.A. was notarized, certified and apostille sealed, by the head of the First Instant
2 Ecclesiastical Court in Jordan, Honorable Judge Fr. Dr. Jihad Shweihat.

3 The P.O.A. states as follows:

4 I, The undersigned, Patriarch Fouad Boutros Ibrahim Twal in my capacity as the Patriarch
5 of the Holy Latin Diocese in Jordan, and Palestine, **and in my capacity as an authorized**
6 **signatory on behalf of the American University of Madaba Corporation** and bearer of
national number 9401010327 affirm that I have delegated and appointed as my surrogate
and substitute: Benjamin Semaan Siryani.

7 121. It was mentioned several times that the purpose of the power of attorney is to protect
8 Plaintiff Seryani’s work and services at AUMJ, and specifically to represent LPJ as the owner of
9 AUM.

10 122. The parties continued to work together, based upon the representation and assurances
11 of the LPJ, whose words were considered to be trustworthy and reliable by Plaintiff. Based on these
12 assurances the Plaintiff continued to advance funds to AUM, which TWAL assured that would be
13 repaid. In continued reliance on the assurance that LPJ, the Vatican, and AUM would repay the
14 debts, at various times, Plaintiff Seryani agreed to help AUM in the following ways:

- 15 A. Constructing and furnishing necessary equipment related to a Laboratory Building;
16 B. Paying third-party construction companies and other physical plant contractors;
17 C. Converting “Building A” to another laboratory and/or funding the same;
18 D. Completing and/or funding other various projects to “Building A,” including
19 landscaping, engineering, and electrical projects.
20 E. Completing and/or funding campus landscaping projects;
21 F. Completing and/or funding other various campus maintenance projects.

22 123. On December 12, 2013, Defendant, TWAL issued a letter of credit to Al-Ahli Bank
23 to wire three million Euro to Plaintiff, SERYANI’s account. These funds were never deposited in
24 Plaintiff’s account. It was just another ruse to keep Plaintiff, SERYANI in his position.

25 124. Through the course of the relationship with AUM and the LPJ, and in order to induce
26 Plaintiff Seryani to continue providing assistance, Defendants Twal and Lahham, on more than three
27 occasions requested that Plaintiff Seryani represent LPJ and the Vatican in meetings with certain
28 business people and entities for business deals that would cause large amounts of money to flow to

1 AUM accounts:

2 A. Meeting with a San Diego based company funded by Chinese investors for a deal that
3 would generate \$900 million in funding for AUM in what was called the Green City Project.

4 B. Meeting with a Jordanian Banker to pass a consolidated Loan to AUM of about \$91
5 million JOD which is approximately \$127 million USD.

6 C. Meeting with the head of the Vatican Commission to ask that Euro 50 million to be
7 transferred to AUM accounts.

8 D. Meeting with a United States citizen and California resident named "Charlie" to
9 arrange for a deal for a \$150+ million loan for AUM, and deals with banks and oil companies
10 (mostly American offshore companies) using Vatican's sovereignty and AUM's tax exemption.

11 125. The fraudulent arrangement for funding of AUM was described by Charlie as follows:

12 A. LPJ engages an SPV Company for the purpose of making tax exempt donations
13 to AUM. (The SPV Company is set up just to hold property or funds and nothing else).

14 B. AUM to manage the supply and sales agreement between supplier (an
15 international oil company) and trading company and an off-taker, using AUM's Non-profit
16 and tax exempt status.

17 C. A Bermuda based LTD company would work as the PI (primary
18 intermediary) to control both ends of the deal and secure payment of the commissions on
19 both ends. This entity will sign multi year crude oil contracts between supplier and off-taker.

20 D. The financial arrangements will be accomplished using DLC (documentary
21 letter of credit) only.

22 E. The Bermuda LTD would use an AUM accounts to transfer funds to the LPJ
23 and the Vatican for their 25% cut of the funding. The remaining 75% of funds were to be distributed
24 to the three other partners in the deal the PI, the supplier, and the off-taker.

25 126. Defendants, Fr. Majdi Siryani, Twal and Lahham, in order to induce Plaintiff Seryani
26 to engage in such deals, requested Plaintiff's presence during preliminary discussions with the other
27 parties. Later, the Defendants asked Plaintiff Seryani to follow-up and close the business deals that
28 had been arranged.

1 127. Plaintiff Seryani refused to sign, pass, or even allow the arrangements described by
2 Charlie to go through and repeatedly advised the Defendants Twal and Lahham, regarding the
3 illegality of this scheme.

4 128. After the scandal of the Vatican Bank in Europe, Plaintiff Seryani confronted
5 Defendants, Twal and Lahham concerning their intention to use him as a (Scapegoat) in the above
6 described money laundering scheme. Both of them which they both admitted. Defendant, Lahham
7 clearly indicated that the money laundering process had been ordered by their superiors at the
8 Vatican. Later, and on many occasions, Defendant, Twal requested none of the files or information
9 regarding the laundering scheme be exposed.

10 129. – By early 2014, AUM’s financial crises had become very obvious, with several
11 lawsuits filed in Jordanian courts against AUM, LPJ, and Lahham as an individual.

12 130. – Meanwhile, on numerous occasions and in numerous ways, the Defendants through
13 their officers, agents and employees used their titles with American University of Madaba, American
14 University of Madaba, Inc., and American University of Madaba Company interchangeably as they
15 saw fit to avoid Judgments. They used these three different names for the one organization to induce
16 and deceive lenders, contractors, and banks, with complete disrespect for their separate corporate
17 formation, in order to obfuscate the fact that there was only one entity with three different names.

18 131. – By late 2014, the Vatican appearance at AUM became very obvious as the Vatican
19 Commission, and the Commission stated publicly its concerns about AUM finances.

20 132. During the time period August 2014 to November 18th 2015 there was no official
21 Vatican entity charged with the control, management, and operation of AUM. Rather, the Vatican
22 chose the individuals named as Defendants in this case. Plaintiff Seryani requested Defendant,
23 AUM and Defendant, LPJ to verify those individuals and their relation to AUM and LPJ. However,
24 Plaintiff Seryani never received a clear answer or even a direct answer as they all knew the unlawful
25 existence of anyone outside the corporate itself acting as a corporate officer.

26 133. At about this time, Plaintiff Seryani officially requested the “Ecclesiastical Court” to
27 interfere in order to protect his investments from being mismanaged by individuals with no relation
28 to AUM or LPJ.

1 134. It is appropriate to mention the involvement of defendant, “Ecclesiastical Court,” at
2 this stage:

3 A. In early 2013 Defendant, “Ecclesiastical Court” represented by the head, Dr. Fr.
4 Jihad Shweihat, issued three payments to Plaintiff, Seryani Account on behalf of LPJ and
5 AUM by a personal order from Defendant, Twal. (Fr. Jihad is a board member with AUMC
6 and a member of the AUMJ Board of Trustees).

7 B. Defendants, Ecclesiastical Court, LPJ, Twal, and Lahham, co-mingled their
8 business affairs and assets with each other.

9 C. After a deeper inquiry concerning the money paid to Plaintiff Seryani, it had
10 come from a trust account related to the family of a deceased priest. Ultimately, the family
11 requested their money back. However, Defendants Twal, LPJ, Lahham, and the
12 Ecclesiastical Court no longer had the money to pay back.

13 D. Defendant, “Ecclesiastical Court,” forged all documents of the trust account with
14 the help of one individual of the family of the deceased priest in order to issue those
15 payments.

16 E. Defendant, “Ecclesiastical Court” with a third party CPA, at the request of
17 Plaintiff for more than three months audited and investigated Plaintiff Seryani accounts and
18 contracts.

19 F. Defendant, “Ecclesiastical Court,” negotiated on behalf of Defendants LPJ and
20 AUM for Plaintiff Seryani’s exit and the purchase of his assets and contracts. “Ecclesiastical
21 Court” suggested a payment of \$5 to \$7 million dollars and requested Defendants Twal, LPJ,
22 AUM, Lahham, to pay this amount as compensation to exit from their obligations.

23 G. Defendants Franco and Parolin refused the exit plan suggested by the
24 Ecclesiastical Court and proceeded to unlawfully suspend the contracts.

25 H. Defendant, “Ecclesiastical Court” stopped communicating with Plaintiff Seryani
26 for reasons unknown to Plaintiff.

27 135. By late 2014 The Vatican Commission ordered AUM to suspend all their services and
28 contracts with Plaintiffs regardless of the legal issues. Plaintiff, Seryani issued several emails and

1 warning letters to Defendants, AUM and LPJ officials concerning these proposed actions.

2 136. Defendants LPJ and AUM expressed in many communications that the Vatican made
3 the decision in disregard of the legal ramifications.

4 137. Defendants named as individuals in this case suspended Defendants' services, and
5 contracts with Plaintiffs in disregard of Plaintiffs' rights.

6 138. Under Plaintiff, Seryani's tutelage and over the course of time, the Defendants AUM
7 and LPJ were able to successfully develop a modern campus with high quality support services and
8 infrastructure. By and through the efforts of Plaintiffs, AUM flourished and became a respected and
9 well-known campus with very high quality services representing the American Culture.

10 139. In the early of 2015, Plaintiffs were abruptly and without prior warning informed that
11 AUM and all of its related entities, their offices, agents, and employees were suspending their
12 affiliation with the Plaintiffs. Plaintiff, Seryani was informed that all agreements and arrangements
13 between the Defendants and Seryani and Synergy would be suspended.

14 140. In a coordinated action, using aggressive threats, the Vatican Commission, with the
15 assistance of other Defendants, forced all assets, revolving accounts, and vehicles belonging to
16 Plaintiff Seryani or any of his entities to be seized by them, and plaintiffs were deprived of
17 continuing their services under all contracts described herein.

18 141. At this stage SERYANI's American Passport and bank account in Jordan were copied
19 compromised and used improperly by Defendants. Plaintiff Seryani received a letter from his bank
20 signed by the President of AUMJ falsely claiming that Plaintiff Seryani's personal account belonged
21 to AUM. Defendant, Muslih used Plaintiff Seryani's American Passport in a case in Jordan in a
22 manner that was not authorized by Plaintiff, SERYANI but as directed by Defendants Pizzaballa,
23 Twal and Lahham.

24 142. Plaintiff Seryani requested bank statements from the bank and on his accounts but the
25 bank refused to respond to that request.

26 143. A member of AUMJ Board of Trustees, is a family member who owns the Bank.

27 144. Despite repeated demand, the Defendants have not repaid any of the funds that
28 Plaintiffs have advanced for AUM nor paid the Plaintiffs for their services provided. Defendants

1 Vatican Commission, MCE, SJB, Franco, Fr. Majdi Siryani and Parolin are fully in charge of AUM
2 management and business affairs.

3 145. Not immediately known to Plaintiff Seryani, and in response to an inquiry by New
4 Hampshire Higher Education Commission about AUM financials, a member of the Vatican
5 Commission, Mr. Adnan Ziadat falsely represented himself as an AUM official on or about April
6 15, 2014 in a communication. In that communication Ziadat stated that: “[T]he Vatican and the
7 Patriarchate are working on a[n Unofficial] solution where AUM may not have to pay back the loan,
8 but it’s still in the configuration stages.”

9 146. On the basis of this communication and other information discovered only later by
10 Plaintiffs, it is clear that Defendants never had any intention of fulfilling their obligations to
11 Plaintiffs.

12 147. On information and belief, AUMI has never had sufficient financial resources to pay
13 the obligations due and owing to Plaintiffs.

14 148. On February 2, 2015, The Vatican Commission stepped in to manage AUM in spite
15 of having no corporate connection to AUM.

16 149. On November 18th, 2015 the Vatican formed and registered Mukawer Castle for
17 Education with the Jordanian authorities. The company was registered under the ownership of LPJ
18 but none of the members of LPJ were members of Mukawer Castle for Education (“MCE”).
19 Individuals from the Vatican Commission became the controlling members of MCE.

20 150. At the same time, the Vatican formed “The Vatican Foundation St. John the Baptist
21 in Rome.

22 151. On information and belief, Defendant, LPJ requested that the Jordanian authorities
23 communicate with Defendants, Mukawer Castle for Education as the LPJ representative managing
24 AUM. However, Jordanian authorities refused the request because Defendant, MCE was not
25 qualified as an educational entity. It was a shell created by the Vatican.

26 152. Defendants Vatican, Parolin, Franco, SJB, and MCE, unlawfully appointed three of
27 MCE paid members to the AUM Board of Trustees, using nepotism and the influence of a previous
28 and corrupt former Jordanian Minister of Higher Education.

1 153. Plaintiff, Seryani filed two Complaints with the Jordanian Anti-corruption Department.
2 Neither complaint was investigated. Both were quickly dismissed.

3 154. On information and belief, Defendants, the Vatican Foundation and Mukawer Castle
4 for Education, obtained a 50 million euro loan from European Banks using the AUM name and
5 financials criteria.

6 155. Defendants the Vatican and all other Defendants announced publicly their intentions
7 and responsibilities towards AUM accounts. Defendants LPJ, and Pizzaballa denied that they own,
8 or operate AUM. In negotiations, Defendant, Pizzaballa referred to Defendants Vatican, MCE, SJB,
9 Parolin, and Franco as the parties responsible for AUM. Defendant, Pizzaballa submitted an
10 arbitration contract to Plaintiff Seryani using the Vatican as the main entity that owns and operates
11 AUM.

12 156. – By the end of 2015, the status of AUM was as follows: As required by the Jordanian
13 and the New Hampshire Higher Education authorities, the American University of Madaba must be
14 incorporated to conduct business. While the school known as AUM operates as a single entity, there
15 are three different entities that are used interchangeably as the name for this single entity.

16 A. AUM was incorporated in the State of New Hampshire as AUMI

17 B. AUM was incorporated in Jordan as AUMC

18 C. AUM campus is the physical location of the university as AUMJ

19 157. At the end of 2015 the Vatican (HS/VCS) as part of its conspiracy to take control over
20 AUM, created another group of holding companies including: Mukawer Castle for Education in
21 Jordan and the Vatican Foundation in Rome.

22 158. – At least five separate entities and groups of individuals co-mingled their financials
23 and assets to run and manage AUM as a money laundering vehicle. The financial process was co-
24 mingled to such an extent that the existence of these separate entities has been diminished beyond
25 recognition. On information and belief, the financial affairs of AUM during the period 2012 through
26 2019 are as follows:

27 1. Defendant, LPJ co-mingled its assets and payments with AUM through
28 payments made to Plaintiffs related to this case:

1 2. Defendants, Twal and Lahham co-mingled their personal accounts with AUM
2 accounts and made payments to Plaintiffs related to this case.

3 3. Defendants Shomali and Pizzaballa authorized recent payments issued from
4 LPJ accounts for AUM. authorized by MCE and the Vatican to Plaintiffs and related to this
5 case.

6 4. Defendants Twal and Lahham, obtained loans of around \$55 million using
7 AUM financial criteria and cash flow. None of those monies were transferred to AUM
8 accounts. Only liabilities for those loans appeared on third party audits of AUM.

9 5. Defendant, Ecclesiastical Court co-mingled their account with AUM accounts
10 and made payments to Plaintiffs related to this case.

11 6. Honorable Judge Fr. Dr. Majdi Siriani, head of the Second Instant Ecc. Court
12 and C.E.O of AUMC, as well as head of the advancement department of AUMJ, used his
13 personal accounts to secure a bank loan to pay AUM payroll. The loan was paid off by
14 Plaintiff Seryani.

15 7. Defendants Vatican, MCE, SJB, Franco, and Parolin, removed all AUM
16 financial records from AUMJ to be managed and controlled by them.

17 8. Defendants Vatican, MCE, SJB, Franco, and Parolin, obtained a 50 million
18 Euro loan from European banks using AUM financial criteria and cash flow.

19 9. Defendants Vatican, MCE, SJB, Franco, and Parolin, managed AUM
20 financials and issued checks, payments and payroll on behalf of AUM.

21 10. Defendants Vatican, MCE, SJB, Franco and Parolin, managed, hired and fired
22 employees for AUM, submitted official bids, issued checks and even issued personal checks
23 for themselves as individuals using AUM accounts.

24 11. All Defendants in this case claim no any liability for obligations incurred by
25 AUM in any way.

26 12. All individual Defendants in this case took out loans, and raised money for their own
27 benefit using the AUM name and accounts.

28 159. In order to manipulate and avoid the liabilities of AUM, Defendant, LPJ began

1 referring all debtors, contractors, and suppliers to Mukawer Castle for Education and the Vatican
2 entity.

3 160. When the Vatican took over AUM management and financials, it made the following
4 changes:

5 A. Changed Chairman of the Board of Trustees of AUMJ two times.

6 B. Changed the Deputy Board of Trustee from Defendant, Lahham subsequent to
7 an alleged sex scandal involving Lahham.

8 C. Changed the presidency of AUM three times.

9 D. Changed the assistants to the president three times.

10 E. Changed the entire Board of Trustees for AUMJ one time.

11 F. Changed all the documentation related to AUMC and all the names twice.

12 G. Changed bank accounts and authorized and opened new bank accounts to be
13 controlled by Defendant, MCE.

14 H. Changed all financial filings of AUM, and all earlier AUM financial files.

15 161. The American University of Madaba Inc., incorporated and registered in New
16 Hampshire has been used by all Defendants to commit financial crimes related to this case. Jordanian
17 law does not cover such acts clearly the way these crimes can be redressed in Courts of the United
18 States.

19 **SECOND CAUSE OF ACTION**

20 **Breach of Contract**

21 **(Against All Defendants and DOES 1 to 20)**

22 162. Plaintiffs incorporate the factual allegations of Paragraphs 1-161 above as if fully set
23 forth herein.

24 163. The Plaintiffs entered into the written Management Agreement (Exhibit 1) involving
25 all Defendants, by which Defendants agreed that Plaintiff, Synergy would provide an array of
26 management and support services to the Defendants for a 5-year term.

27 164. The Management Agreement, required the Defendants to pay a monthly management
28 fee of 70,000 Jordanian Dinar, which equates to about \$98,700 in United States dollars.

1 to Plaintiffs by their breach, but have failed to do so.

2 176. Plaintiffs damages for the breach of the Food and Beverage Agreement is no less
3 than: \$2,000,000.

4 **FOURTH CAUSE OF ACTION**

5 **Breach of Contract**

6 **(Against All Defendants and DOES 1 to 200)**

7 177. Plaintiffs incorporate the factual allegations of Paragraphs 1-176 above as if fully set
8 forth herein.

9 178. Plaintiff, Seryani entered into a contract with all Defendants for a 10 year fleet
10 transportation agreement (“Transportation Agreement”) to service AUM students and employees.
11 A copy of the Transportation Agreement is attached hereto as Exhibit 3.

12 179. The Transportation Agreement provided that Synergy would purchase or acquire buses
13 sufficient to provide an array of transportation services and that would be used to transport students
14 and employees from around Jordan to AUM.

15 180. Seryani has at all times fulfilled his obligations under the Transportation Agreement.

16 181. The Transportation Agreement, required Plaintiff Seryani to purchase a First Group
17 of buses with an estimated appraised value of 344,000 JOD as shown by a third party audit report.
18 This is the equivalent of \$484,507 US Dollars.

19 182. The Transportation Agreement, required Plaintiff Seryani to purchase a Second Group
20 of buses directly from the manufacturer with a value of 350,000 JOD as shown by a third party audit
21 report. This is the equivalent of \$492,958 in US Dollars.

22 183. All of these buses purchased by Plaintiff, Seryani for use with the Transportation
23 Agreement have been confiscated by the Defendants and used for their own purposes without any
24 payment to Plaintiffs.

25 184. The Transportation Agreement started on April 1, 2014 and by the agreement was
26 to continue for a period of 10 years.

27 185. The net income to Plaintiffs for the first semester of AUM school year averaged
28 185,000 JOD. This is the equivalent of \$260,565. The income to Plaintiffs for the Second semester

1 averaged 185,000 JOD. This is the equivalent of \$260,565 in US Dollars. The income to Plaintiffs
2 for the Summer Semester averaged 75,000 JOD This is the equivalent of \$105,635 in US Dollars.
3 The income to Plaintiffs for the Employee Transportation average of 144,000 JOD This is the
4 equivalent of \$202,816 in US Dollars.

5 186. The Plaintiffs were prevented from continuing to provide services under the
6 Transportation Agreement by the Defendants after only 3 years of service. No reason was given,
7 other than Plaintiffs' refusal to participate in Defendants' money laundering scheme.

8 187. The total damages to Plaintiffs per year of lost income was \$829,581. The amount
9 of the damages for the breach of the Transportation Agreement for the 7 years after termination is
10 \$5,808,000.

11 188. The Grand Total of damages for the confiscation of the buses and the lost profits is
12 \$977,465 (buses) + 5,808,000 (lost profits) = \$6,785,465 USD

13 189. Plaintiffs are entitled to the resulting damages, fees and costs.

14 190. These damages for breach of the Transportation Agreement are in an amount no less
15 than \$6,785,465.

16 **FIFTH CAUSE OF ACTION**
17 **Breach of Contract**
18 **(Against All Defendants and DOES 1 to 200)**

19 191. Plaintiffs incorporate the factual allegations of Paragraphs 1-190 above, as if fully set
20 forth herein.

21 192. Plaintiff Seryani entered into a series of written contract with all Defendants to perform
22 a series of campus development projects, make certain equipment purchases, and advance certain
23 funds for the benefit of the Defendants. (Hereinafter referred to as the "Project Contracts")

24 193. Plaintiffs have completed the projects, made the equipment purchases, advanced the
25 funds, and otherwise fully performed their contractual obligations.

26 194. The Defendants have beached and repudiated their contractual obligations in that they
27 have failed and refused to make payment to Plaintiffs and have, through their words and conduct,
28 demonstrated their intention not to do so.

195. Plaintiffs are entitled to the resulting damages, fees and costs from the breach of the

1 Project Contracts.

2 196. The damages of Plaintiffs are in an amount no less than \$15,000,000 according to the
3 Stone Report.

4 **SIXTH CAUSE OF ACTION**
5 **Conversion**
6 **(Against All Defendants and DOES 1 to 200)**

7 197. Plaintiffs incorporate herein by this reference paragraphs 1-196 above in this
8 Complaint, as though fully set forth herein.

9 198. Defendants, AUMI, AUMJ, AUMC, LPJ and HS/VCS specifically and all Defendants
10 as part of this conspiracy converted for their own use the buses that had been purchased by Plaintiffs
11 for the fulfillment of the Transportation Agreement. Plaintiffs owned, possessed and were entitled
12 to immediate possession of these buses at the time of conversion of this personal property.

13 199. Within the last three years, Plaintiffs are informed and believe and on that basis
14 alleges that Defendants have intentionally taken possession of, transferred and/or substantially
15 prevented Plaintiff from having access to these buses and other personal property after Plaintiff
16 demanded their return.

17 200. Plaintiff did not consent to Defendants' actions.

18 201. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

19 202. As a result of Defendants' conversion of these buses, Plaintiffs have suffered damages
20 and lost profits in a sum that is no less than \$6,785,465 or in an amount according to proof at the time
21 of trial.

22 **SEVENTH CAUSE OF ACTION**
23 **Money Had and Received**
24 **(Against All Defendants and DOES 1 to 200)**

25 203. Plaintiffs incorporate paragraphs 1 through 202, as though fully set forth herein.

26 204. Defendants and DOES 1-100, and each of them, have received income, benefits
27 money and funds directly from Plaintiff and indirectly through the efforts and actions of Plaintiff.

28 205. Plaintiffs have extended credit and paid money to Defendants. Plaintiffs have
provided services to Defendants for which Defendants have been paid amounts that should have
been paid to Plaintiffs. Defendants have conspired with each other to conceal the amount of money

1 and benefits that were owed to Plaintiff and have taken other actions to deprive Plaintiff from
2 receiving funds and amounts owed. The funds that were intended for the benefit of Plaintiff were
3 not received by or used for the benefit of Plaintiff.

4 206. Defendants, and DOES 1-100, and each of them, have intentionally and substantially
5 interfered with Plaintiff's right to these benefits and monies by preventing Plaintiff from having
6 access to any of the financial records of the business and refused to pay Plaintiff any money after
7 Plaintiffs' demands. Defendants have improperly and unlawfully refused to pay any of the money
8 owed to Plaintiff.

9 207. Plaintiffs have been harmed by the actions of these Defendants, which conduct was
10 a substantial factor in causing Plaintiff's harm.

11 208. Although payment of all such funds due and owing has been demanded from all these
12 Defendants, none has been paid. On information and belief it is believed and thereupon alleged that
13 the amount due and owing to Plaintiff by these named Defendants, and each of them, is in sum to
14 be determined at the time of trial, together with such interest as may be awarded by the court at the
15 time of trial and amount that is believed to be no less than \$10,000,000.

16 **EIGHTH CAUSE OF ACTION**
17 **Unjust Enrichment / Quantum Meruit**
18 **Against All Defendants and DOES 1-200**

19 209. Plaintiffs incorporate by reference paragraphs 1 through 208, as though fully set forth
20 herein.

21 210. The Defendants induced Plaintiffs to sign various contracts, perform various tasks,
22 provide funding, and otherwise expend time, energy, and resources to aid them in developing a
23 functional university as alleged hereinabove.

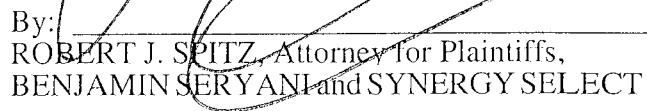
24 211. The Defendants induced Plaintiffs to undertake the above by promising repayment and
25 fees in an amount that is no less than \$31,000,000.

26 212. The Defendants, through these inducements, caused Plaintiffs to expend tremendous
27 time and resources on the behalf of Defendants.

28 213. The Defendants received millions of dollars in services and finances from Plaintiffs
as the result of these inducements, and voluntarily accepted it.

1 DATED: August 22 2019

LAW OFFICES OF ROBERT J. SPITZ

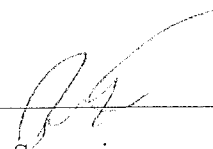
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3 By: 
4 ROBERT J. SPITZ, Attorney for Plaintiffs,
5 BENJAMIN SERYANI and SYNERGY SELECT ONE, LLC
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VERIFICATION

I am the Plaintiff in the above-entitled matter; I have read the foregoing COMPLAINT and know the contents therein and the same is true of my own knowledge, except as to those matters which are based on information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct.

Executed this 22 day of August 2019, in Ontario, California.



Benjamin Seryani

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EXHIBIT 1



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MANAGEMENT AGREEMENT

Maintenance & Projects Management / Building Management / Public Safety

This Management Agreement (the "Agreement") is effective 01/10/2012

BETWEEN: The American University Of Madaba (the "Company"), a company organized and existing under the laws of the Hashemite Kingdom of Jordan with its head office located at
Jabal Elwabdeh Derar Bin Al-Azwar Street Building # 40 OR
P.O. Box 2882, Amman 11821, Jordan
And/ Or As recognized and existing in the United states of America in The state of New Hampshire under the EIN # 35-2469914

AND: Synergy Select One L.L.C. (the "Manager"), a company organized and existing under the laws of the State of Indiana with its head office located at
1415 Sunflower way
Perris CA 92571

And Or its / Subsidized Company recognized and registered in the Hashemite kingdom of Jordan As الشركة التعاونية للخدمات اللوجستية

WHEREAS the Company is in the Business of operating and **Managing the American university of Madaba** (the "Business"), Registered at the state of New Hampshire Conducting a business under the Jordanian and the United states cods of Business.

WHEREAS the Manager has knowledge and expertise in the area of **Establishing, Developing, Operating and Managing The logistic services and all back-up services including but not limited to, Maintenance & Projects Management / Building management / Public safety / Landscaping** and many other as well as in the area of the management of enterprises carrying on activities similar to those of the Company.

WHEREAS the Company considers that the Manager's expertise will enable the Company to successfully and profitably operate its Business, and **Establishing the American cods**, in most of the areas were applicable or required

WHEREAS the Manager has represented to the Company that it shall, during the term of this Management Agreement, be primarily responsible for the performance of the services to be provided hereunder;

WHEREAS the Company wishes to engage the Manager to manage the Business on the terms and conditions set out below, and the Manager is prepared to enter into the present Management Agreement with the Company.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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1. ENGAGEMENT

- 1.1 The Company hereby engages the Manager to provide expertise in the operation of the Business and such management services as may, from time to time, be requested by the Company. Such services shall be provided by the Manager and through such other agents and supervisors employed by the Manager as may be named by the Manager.

2. TERMS AND RENEWAL

- 2.1 The terms of the present Management Agreement shall run for five years or 60 months from the date of the opening for business of the Business, unless sooner terminated or subsequently continued in accordance with the terms and conditions of the present Management Agreement.
- 2.2 The Company may, at its option, renew the present Management Agreement for an additional period of five years or 60 months, provided that at the end of the initial term:
- 2.2.1 the Company has given the Manager written notice of such election to renew not less than 6 months and not more than 12 months prior to the expiry of the initial term;
- 2.2.2 The Company has satisfied all monetary obligations owed by it to the Manager, and has timely met such obligations throughout the term of the present Management Agreement;
- 2.2.3 the Company shall execute not less than 3 months prior to renewal the Manager's then-current form of Management Agreement, which Agreement shall supersede in all respects the present Management Agreement, and the terms of which may differ from the terms of the present Management Agreement, including, without limitation, a revised Management Fee
- 2.2.4 The Company shall execute a general release, in a form prescribed by the Manager, of any and all claims against the Manager and its subsidiaries and affiliates, if any, and in respect of their respective officers, directors, agents and employees.

3. FEES AND PAYMENTS

- 3.1 The Company shall pay to the Manager during the terms of this Management Agreement a fee for its management services in an amount equal to **70,000 J.D.**(seventy thousand J.D.) (The "Management Fee"), which Management Fee shall be payable monthly (considering the 15th of each month is the beginning of the month for all the financial matters of the agreement) in arrears. The fee will be entitled for an adjustment of 25% after the 2nd year as the Capacity and the spaces of the university gradually expands
- 3.2 Or on credit, paid or unpaid, collected or uncollected, including deposits not refunded to customers, and the amount of any orders received at or solicited from the Business although such orders may be filled elsewhere, in the same manner and with the same effect as if such sales or services have been made or performed on the Business premises. Each charge or sale upon credit shall be treated as a sale for the full price in the week during which such charge or sale shall be made, irrespective of the time when the Company shall receive payment, either full or partial, therefor. Any installation fee, continuing rental, or percentage sales or any other revenue

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received by the Franchisee from vending and other machines and public telephone permitted to be installed on the Business's premises under Paragraph 5.6 hereof shall form part of Gross Sales.

- 3.3 The Manager shall be reimbursed for all travelling and other expenses actually and properly incurred by it in connection with its duties hereunder. The Manager shall furnish statements to the Company in respect of all such expenses for which reimbursement is claimed.
- 3.4 All monthly payments required by this Article 3 must be paid by check drawn to the order of the Manager and received by the Manager at its address designated in sub-paragraph 9.1.1 hereof, by 12:00 P.M. o'clock in the afternoon (on the 15th day immediately following the close of each monthly period, If any payment is overdue, the Company shall pay to the Manager, in addition to the overdue amount, interest on such amount from the date it was due until the date of payment, at the rate of [10 %] percent per annum, and entitlement to such interest shall be in addition to any other remedies which the Manager may have.

4. AUTHORITY, POWER, OBLIGATIONS AND RESPONSIBILITIES OF THE MANAGER

- 4.1 The Manager shall have full power and authority to manage the Business or Services on behalf of the Company during the terms of the present Management Agreement.
- 4.2 For greater certainty, the Manager's authority, powers, duties and responsibilities hereunder towards the Company shall include:
- 4.2.1 The recruitment, employment, and dismissal of all employees of the Company working in the Business;
- 4.2.2 entering into the usual contracts necessary for carrying on the business of the Company in the ordinary course, including, without limitation, the authority to order goods, materials, supplies, and products required for the business of the Company;
- 4.2.3 The promotion, marketing and advertisement of the Company pursuant to the New Hampshire Agreement entered into between the Company and the State of New Hampshire
- 4.2.4 Entering into any contract on behalf of the Company for the repair, maintenance or improvement of the Business pursuant to the New Hampshire Agreement entered into between the Company and the State of New Hampshire
- 4.2.5 Preparing or having prepared all accounting and other records and reports required to be prepared and remitted to New Hampshire Agreement entered into between the Company and the State of New Hampshire

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- 4.3 It is understood and acknowledged and agreed to by the parties, that this Management Agreement is **Exclusive**, and that the Manager may act as the manager of other individuals, persons, corporations, partnerships or other legal entities operating any other services by others
- 4.4 It is understood, acknowledged and agreed by the Company that:
- 4.4.1 the Manager could made waiver, warranty or guarantee upon which the Company may rely, including any warranty or guarantee as to the profitability of the operation of the Business during the term of this Management Agreement or any extension or renewal thereof;

5. DEFAULT AND TERMINATION

- 5.1 The Company shall be deemed to be in default under this Management Agreement upon the occurrence of any of the following events:
- 5.1.1 if the Company shall become insolvent, or bankrupt, or subject to the provisions of the Winding-Up Act of The country Jordan or the Bankruptcy Act of the country Jordan, or shall go into liquidation, either voluntarily or under an order of a Court of competent jurisdiction, or shall make a general assignment for the benefit of its creditors, or otherwise acknowledge its insolvency;
- 5.1.2 if a liquidator or liquidators or receiver or receivers or a trustee or trustees in bankruptcy, be appointed to the Company, or if its secured creditors take possession of the property of the Company or any substantial or essential part thereof in the sole determination of the Manager;
- 5.1.3 if the Company ceases to do business for any reason at the Business Premises, or loses the right to possession of the said premises for any reason, or otherwise forfeits the right to do or transact business in the jurisdiction where the Business is located; or
- 5.1.4 If the Company fails, refuses or neglects to promptly pay any monies owing to the Manager when due under this Management Agreement.
- 5.2 The Manager shall be deemed to be in default under this Management Agreement upon the occurrence of any of the following events:
- 5.2.1 if the Manager shall become insolvent, or bankrupt, or subject to the provisions of the Winding-Up Act The country of Jordan or the Bankruptcy Act The country of Jordan, or shall go into liquidation, either voluntarily or under an order of a Court of competent jurisdiction, or shall make a general assignment for the benefit of its creditors, or otherwise acknowledge its insolvency;
- 5.2.2 If a liquidator or liquidators or receiver or receivers or a trustee or trustees in bankruptcy, be appointed to the Manager, or if it's secured creditors take possession of the property of the Manager or any substantial or essential part thereof;
- 5.2.3 If the Manager ceases to do business for any reason or forfeits the right to do or transact business in the jurisdiction where the Business is located; or

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- 5.2.4 If the Manager fails, refuses or neglects to promptly perform any obligations owing to the Company when due under this Management Agreement.
- 5.3 Upon the occurrence of any event of default outlined in Paragraph 5.1 or 5.2 hereinabove, the party not in default shall be entitled, at its option, to immediately terminate the present Management Agreement.

6. RELATIONSHIP OF THE PARTIES AND INDEMNIFICATION

- 6.1 It is understood and agreed to and acknowledged by the Parties hereto that this Management Agreement does not create any fiduciary relationship between them, and that nothing in this Management Agreement is intended to, nor shall it be construed to, constitute either party a partner or joint venturer of the other, or to create any commercial or other partnership between the Parties hereto.
- 6.2 The Company undertakes to hold the Manager harmless from any liability under any contract entered into with any third party within the scope of the Manager's authority and powers hereunder, and to reimburse the Manager the amount of any expense which the Manager may make or incur in connection with such contracts.
- 6.3 The Company further undertakes to indemnify and hold harmless the Manager from any claim made by any person for any relief whatsoever arising out of any act or omission of the Manager or of any person acting under its supervision, whether or not the said claim is well-founded.

7. SEVERABILITY AND CONSTRUCTION

- 7.1 Except as expressly provided to the contrary herein, each article, term, condition and provision of this Management Agreement shall be considered severable, and if, for any reason whatsoever, any such article, term, condition or provision herein is deemed to be invalid, illegal or incapable of being enforced as being contrary to, or in conflict with any existing or future law or regulation by any court or agency having valid jurisdiction, such shall not impair the operation or have any other effect upon such other articles, terms, conditions and provisions of this Management Agreement, and the latter shall continue to be given full force and effect by the parties hereto, and shall be construed as if such invalid, illegal or unenforceable article, term, condition or provision were omitted.
- 7.2 All captions, titles, headings and article numbers herein have been inserted and are intended solely for the **convenience of the parties**, and none such shall be construed or deemed to affect the meaning or construction of any provisions hereof, nor to limit the scope of the provision to which they refer.
- 7.3 All references herein to the masculine gender shall include the feminine and neuter genders, and all references herein to the singular shall include the plural, where applicable.

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- 7.4 This Management Agreement constitutes the entire, full and complete Agreement between the Company and the Manager concerning the subject matter hereof, and shall supersede all prior agreements, no other representations having induced the Company to execute this Agreement. No representation, inducement, promises or agreements, oral or otherwise, between the parties not included herein or attached hereto, unless of subsequent date, have been made by either party and none such shall be of any force or effect with reference to this Management Agreement or otherwise. No amendment, change or variance of this Management Agreement shall be binding upon either party, unless mutually agreed to by the parties and executed by them, or by their respective authorized employees, officers, or agents in writing.

8. WAIVER

- 8.1 Nor failure, delay, waiver, forbearance or omission by either of the parties hereto of the conditions or of the breach of any term, provision, covenant or warranty contained herein, whether by conduct or otherwise, and no custom or practice of the parties not in accordance with the terms and conditions hereof, shall constitute or be deemed to be or be construed as being a further or continuing waiver of any such condition or breach, or the waiver of any other condition or of the breach of any other term, provision, covenant or warranty of this Management Agreement. In particular, no acceptance by the Manager of any payments due to it hereunder shall be deemed to be a waiver by the Manager of any preceding breach by the Company of any of the terms, conditions, or provisions of this Management Agreement.

9. NOTICES

- 9.1 Any and all notices required or submitted under this Management Agreement shall be given in writing and shall be personally delivered or mailed by registered mail, postage prepaid and return receipt requested, except in the event of a postal disruption, to the respective American University of Madaba at the following addresses, unless and until a different address has been designated by notice in writing to the other party:

To the Company
**The president of
The American University Of Madaba**

To the Manager:
**Benjamin Seryani
1415 Sunflower way
Perris CA 92571**

10. LANGUAGE AND GOVERNING LAW

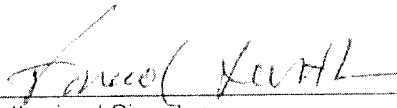
- 10.1 This Management Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Indiana in the United States, which law shall prevail in the event of any conflict of the parties. AS in which Synergy select one L L C registered as a corporation

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10.2 The parties hereto acknowledge that they requested that this Agreement and all related documents be drafted in English, that any notice to be given hereunder be given in English, and that any proceedings between the parties relating to this Agreement are drafted in English.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at **THE AMERICAN UNIVERSITY OF MADABA** on the date indicated above.

THE COMPANY

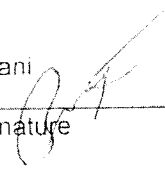


Authorized Signature

Fouad Jwal

Print Name and Title

THE MANAGER

Benjamin Seryani


Authorized Signature

Benjamin Seryani

Print Name and Title

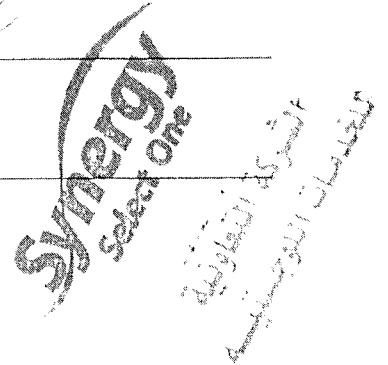


EXHIBIT 2



COMMERCIAL LEASE AGREEMENT FOOD & BEVERAGE OUTLETS AT AUM LOCATION / MADABA

This Lease Agreement (the "Agreement") is made and effective, OCTOBER 1st 2013

- BETWEEN:** The American University Of Madaba (the "Company"), a company organized and existing under the laws of the Hashemite Kingdom of Jordan with its head office located at
Jabal Elwabdeh Derar Bin Al-Azwar Street Building # 40 OR
P.O. Box 2882, Amman 11821, Jordan
And/ Or As recognized and existing in the United states of America in The state of New Hampshire under the EIN # 35-2469914
- AND:** Benjamin S Seryani (the "Tenant"), an individual with his main address located at and / or His corporation Synergy Select One L.L.C. a company organized and existing under the laws of the State of Indiana under the EIN # 46-0632077 with its head office located at
1415 Sunflower way Perris CA 92571
And Or its / Subsidized Company recognized and registered in the Hashemite kingdom of Jordan As الشركة التعاونية للخدمات اللوجستية

1. DESCRIPTION OF PREMISES

Landlord leases to Tenant the premises located at THE AMERICAN UNIVERSITY OF MADABA and described more particularly as follows: FOOD & BEVERAGE OUTLETS LOCATED IN AND AROUND ALL THE CAMPOUS OF THE UNVERSTY / INSIDE AND OUTSIDE THE BUILDINGS OF THE UNIVERSITY / IN DORMES AND AROUND THE PREMISSES OF THE DORMS / AND OR AS EXECCLUSIVE ANY LOCATION / LOCATIONES RELATED TO FOOD AND BEVERAGE SERVICES / SALES / AND OUTLETS FOR THE AMERICAN UNIVERSITY OF MADABA.

2. GRANT OF LEASE

Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Tenant, does hereby lease to the Tenant and the Tenant does hereby lease and take from the Landlord the property described in Exhibit "A/ 1" attached hereto and by reference made a part hereof (the "Leased Premises"), together with, as part of the parcel, all improvements located thereon.

3. LEASE TERM

- a. **Total Term of Lease:** The term of this Lease shall begin on the commencement date, as defined in Section b) of this Article 3, and shall terminate on 120 months unless noted by both parties
- b. **Commencement Date:** The "Commencement Date" shall mean the date on which the Tenant shall commence to conduct business on the Leased Premised, so long as such date is not in excess of thirty days subsequent to execution hereof.

4. EXTENSIONS

The parties hereto may elect to extend this Agreement upon such terms and conditions as may be agreed upon in writing and signed by the parties at the time of any such extension.





DETERMINATION OF RENT

The Tenant agrees to pay the Landlord and the Landlord agrees to accept, during the term hereof, at such place as the Landlord shall from time to time direct by notice to the Tenant, rent at the following rates and times

- a. Annual Rent; Annual rent for the term of the Lease shall be **JOD 70000“(SEVENTY THOUSANDS IN JORDANIAN DINNERS)**.
- b. Payment of Yearly Rent: The annual rent shall be payable in advance in equal monthly installments of **JOD 5835** of the total yearly rent, which shall be **JOD 5835**, on the first day of each and every calendar month during the term hereof, and prorata for the fractional portion of any month, except that on the first day of the calendar month immediately following the Commencement Date, the Tenant shall also pay to the Landlord rent at the said rate for any portion of the preceding calendar month included in the term of this Lease.
- c. Reference to yearly rent hereunder shall not be implied or construed to the effect that this Lease or the obligation to pay rent hereunder is from year to year, or for any term shorter than the existing Lease term, plus any extensions as may be agreed upon.
- d. A late fee in the amount of zero shall be assessed if payment is not postmarked or received by Landlord on or before the tenth day of each month.
- e. **IT IS TO ALL PARTIES UNDERSTANDING THAT THIS LEASE VALUE IS LOWER THAN THE PREMISES LEASE VALUE DUE TO THE CURRENT STATUS OF THE BUILDINGS AND THE HUGE AMOUNT OF THE INVESTEMENTS TO REHABILATE THE LOCATIONS TO BE A FOOD AND BEVERAGE OUTLETS**

5. USE OF PROPERTY BY TENANT

The Leased Premises may be occupied and used by Tenant exclusively as an **OUTLETS FOR FOOD & BEVERAGE SALES AND AS FOR SOME KIOSKS AS AM AMENITIES & STATIONERY SALE**, to be known as **Synergy Select One L.L.C. LOCATION OF SERVICES**.

Nothing herein shall give Tenant the right to use the property for any other purpose / **THE TENANT IS AUTHOURIZED TO** sublease, assign, or license the use of the property to any Sub-Tenant, assignee, or licensee, which or who shall use the property for **THE SAME USE**.

6. RESTRICTIONS ON USE

Tenant shall not use the demised premises in any manner that will increase risks covered by insurance on the demised premises and result in an increase in the rate of insurance or a cancellation of any insurance policy, even if such use may be in furtherance of Tenant's business purposes.

Tenant shall not keep, use, or sell anything prohibited by any policy of fire insurance covering the demised premises, and shall comply with all requirements of the insurers applicable to the demised premises necessary to keep in force the fire and liability insurance.

7. WASTE, NUISANCE, OR UNLAWFUL ACTIVITY

Tenant shall not allow any waste or nuisance on the demised premises, or use or allow the demised premises to be used for any unlawful purpose.

8. DELAY IN DELIVERING POSSESSION

This lease agreement shall not be rendered void or voidable by the inability of Landlord to deliver possession to Tenant on the date set forth in Section 3. Landlord shall not be liable to Tenant for any loss or damage suffered by reason of such a delay, provided, however, that Landlord does deliver possession no later than OCTOBER 1ST 2013. In the event of a delay in delivering possession, the rent for the period of such delay will be deducted from the total rent due under this lease agreement. No extension of this lease agreement shall result from a delay in delivering possession.

9. SECURITY DEPOSIT

The Tenant has deposited with the Landlord the sum of JOD 5835 as security for the full and faithful performance by the Tenant of all the terms of this lease required to be performed by the Tenant. Such sum shall be returned to the Tenant after the expiration of this lease, provided the Tenant has fully and faithfully carried out all of its terms. In the event of a bona fide sale of the property of which the leased premises are a part, the Landlord shall have the right to transfer the security to the purchaser to be held under the terms of this lease, and the Landlord shall be released from all liability for the return of such security to the Tenant.

10. TAXES

- a. **Property Taxes:** The Tenant shall be liable for all taxes levied against any leasehold interest of the Tenant or personal property and trade fixtures owned or placed by the Tenant in the Leased Premises.
- b. **SALES Taxes:** During the continuance of this lease Landlord shall deliver to Tenant a copy of any SALE taxes and assessments against the Leased Property. From and after the Commencement Date, the Tenant shall pay to Landlord not later than 3 days after the day on which the same may become initially due, all SALES taxes and assessments applicable to the Leased Premises, together with any interest and penalties lawfully imposed thereon as a result of Tenant's late payment thereof, which shall be levied upon the Leased Premises during the term of this Lease.
- c. **Contest of Taxes:** The Tenant, at its own cost and expense, may, if it shall in good faith so desire, contest by appropriate proceedings the amount of any personal or real property tax. The Tenant may, if it shall so desire, endeavor at any time or times, by appropriate proceedings, to obtain a reduction in the assessed valuation of the Leased Premises for tax purposes. In any such event, if the Landlord agrees, at the request of the Tenant, to join with the Tenant at Tenant's expense in said proceedings and the Landlord agrees to sign and deliver such papers and instruments as may be necessary to prosecute such proceedings, the Tenant shall have the right to contest the amount of any such tax and the Tenant shall have the right to withhold payment of any such tax, if the statute under which the Tenant is contesting such tax so permits.
- d. **Payment of Ordinary Assessments:** The Tenant shall pay all assessments, ordinary and extraordinary, attributable to or against the Leased Premises not later than 3 days after the day on which the same became initially due. The Tenant may take the benefit of any law allowing assessments to be paid in installments and in such event the Tenant shall only be liable for such installments of assessments due during the term hereof.
- e. **Changes in Method of Taxation:** Landlord and Tenant further agree that if at any time during the term of this Lease, the present method of taxation or assessment of real estate shall be changed so that the whole or any part of the real estate taxes, assessment or governmental impositions now levied, assessed or imposed on the Leased Premises shall, in



lieu thereof, be assessed, levied, or imposed wholly or in part, as a capital levy or otherwise upon the rents reserved herein or any part thereof, or as a tax, corporation franchise tax, assessment, levy or charge, or any part thereof, measured by or based, in whole or in part, upon the Leased Premises or on the rents derived therefrom and imposed upon the Landlord, then the Tenant shall pay all such taxes, assessments, levies, impositions, or charges. Nothing contained in this Lease shall require the Tenant to pay an estate, inheritance, succession, capital levy, corporate franchise, gross receipts, transfer or income tax of the Landlord, nor shall any of the same be deemed real estate taxes as defined herein unless the same be imposed in lieu of the real estate taxes.

11. IMPROVEMENTS BY TENANTS

Tenant may have prepared plans and specifications for the construction of improvements, and, if so, such plans and specifications are attached hereto as Exhibit "B" and incorporated herein by reference. Tenant shall obtain all certificates, permits, licenses and other authorizations of governmental bodies or authorities which are necessary to permit the construction of the improvements on the demised premises and shall keep the same in full force and effect at Tenant's cost.

Tenant shall negotiate, let and supervise all contracts for the furnishing of services, labor, and materials for the construction of the improvements on the demised premises at its cost. All such contracts shall require the contracting party to guarantee performance and all workmanship and materials installed by it for a period of one year following the date of completion of construction. Tenant shall cause all contracts to be fully and completely performed in a good and workmanlike manner, all to the effect that the improvements shall be fully and completely constructed and installed in accordance with good engineering and construction practice.

During the course of construction, Tenant shall, at its cost, keep in full force and effect a policy of builder's risk and liability insurance in a sum equal, from time to time, to three times the amount expended for construction of the improvements. All risk of loss or damage to the improvements during the course of construction shall be on Tenant with the proceeds from insurance thereon payable to Landlord.

Upon completion of construction, Tenant shall, at its cost, obtain an occupancy permit and all other permits or licenses necessary for the occupancy of the improvements and the operation of the same as set out herein and shall keep the same in force.

Nothing herein shall alter the intent of the parties that Tenant shall be fully and completely responsible for all aspects pertaining to the construction of the improvements of the demised premises and for the payment of all costs associated therewith. Landlord shall be under no duty to investigate or verify Tenant's compliance with the provision herein. Moreover, neither Tenant nor any third party may construe the permission granted Tenant hereunder to create any responsibility on the part of the Landlord to pay for any improvements, alterations or repairs occasioned by the Tenant. The Tenant shall keep the property free and clear of all liens and, should the Tenant fail to do so, or to have any liens removed from the property within [NUMBER] days of notification to do so by the Landlord, in addition to all other remedies available to the Landlord, the Tenant shall indemnify and hold the Landlord harmless for all costs and expenses, including attorney's fees, occasioned by the Landlord in having said lien removed from the property; and, such costs and expenses shall be billed to the Tenant monthly and shall be payable by the Tenant with that month's regular monthly rental as additional reimbursable expenses to the Landlord by the Tenant.

12. UTILITIES

Tenant shall pay for all water, sanitation, sewer, electricity, light, heat, gas, power, fuel, janitorial, and other services incident to Tenant's use of the Leased Premises, whether or not the cost thereof be a charge or imposition against the Leased Premises.



13. OBLIGATIONS FOR REPAIRS

- a. **Landlord's Repairs:** Subject to any provisions herein to the contrary, and except for maintenance or replacement necessitated as the result of the act or omission of subtenants, licensees or contractors, the Landlord shall be required to repair only defects, deficiencies, deviations or failures of materials or workmanship in the building. The Landlord shall keep the Leased Premises free of such defects, deficiencies, deviations or failures during the first 3 months of the term hereof.
- b. **Tenant's Repairs:** The Tenant shall repair and maintain the Leased Premises in good order and condition, except for reasonable wear and tear, the repairs required of Landlord pursuant hereto, and maintenance or replacement necessitated as the result of the act or omission or negligence of the Landlord, its employees, agents, or contractors.
- c. **Requirements of the Law:** The Tenant agrees that if any municipal government or any department or division thereof shall condemn the Leased Premises or any part thereof as not in conformity with the laws and regulations relating to the construction thereof as of the commencement date with respect to conditions latent or otherwise which existed on the Commencement Date, or, with respect to items which are the Landlord's duty to repair pursuant to Section a) and c) of this Article, and such municipal / government or any other department or division thereof, has ordered or required, or shall hereafter order or require, any alterations or repairs thereof or installations and repairs as may be necessary to comply with such laws, orders or requirements (the validity of which the Tenant shall be entitled to contest); and if by reason of such laws, orders or the work done by the Landlord in connection therewith, the Tenant is deprived of the use of the Leased Premises, the rent shall be abated or adjusted, as the case may be, in proportion to that time during which, and to that portion of the Leased Premises of which, the Tenant shall be deprived as a result thereof, and the Landlord shall be obligated to make such repairs, alterations or modifications at Landlord's expense. All such rebuilding, altering, installing and repairing shall be done in accordance with Plans and Specifications approved by the Tenant, which approval shall not be unreasonably withheld. If, however, such condemnation, law, order or requirement, as in this Article set forth, shall be with respect to an item which shall be the Tenant's obligation to repair pursuant to Section b) of this Article 9 or with respect to Tenant's own costs and expenses, no abatement or adjustment of rent shall be granted; provided, however, that Tenant shall also be entitled to contest the validity thereof.
- d. **Tenant's Alterations:** The Tenant shall have the right, at its sole expense, from time to time, to redecorate the Leased Premises and to make such non-structural alterations and changes in such parts thereof as the Tenant shall deem expedient or necessary for its purposes; provided, however, that such alterations and changes shall neither impair the structural soundness nor diminish the value of the Leased Premises. The Tenant may make structural alterations and additions to the Leased Premises provided that Tenant has first obtained the consent thereto of the Landlord in writing. The Landlord agrees that it shall not withhold such consent unreasonably. The Landlord shall execute and deliver upon the request of the Tenant such instrument or instruments embodying the approval of the Landlord which may be required by the public or quasi public authority for the purpose of obtaining any licenses or permits for the making of such alterations, changes and/or installations in, to or upon the Leased Premises and the Tenant agrees to pay for such licenses or permits.
- e. **Permits and Expenses:** Each party agrees that it will procure all necessary permits for making any repairs, alterations, or other improvements for installations, when applicable.



Each Party hereto shall give written notice to the other party of any repairs required of the other pursuant to the provisions of this Article and the party responsible for said repairs agrees promptly to commence such repairs and to prosecute the same to completion diligently, subject, however, to the delays occasioned by events beyond the control of such party

Each party agrees to pay promptly when due the entire cost of any work done by it upon the Leased Premises so that the Leased Premises at all times shall be free of liens for labor and materials. Each party further agrees to hold harmless and indemnify the other party from and against any and all injury, loss, claims or damage to any person or property occasioned by or arising out of the doing of any such work by such party or its employees, agents or contractors. Each party further agrees that in doing such work that it will employ materials of good quality and comply with all governmental requirements, and perform such work in a good and workmanlike manner.

14. TENANT'S COVENANTS

Tenant covenants and agrees as follows:

- a. To procure any licenses and permits required for any use made of the Leased Premises by Tenant, and upon the expiration or termination of this Lease, to remove its goods and effects and those of all persons claiming under it, and to yield up peaceably to Landlord the Leased Premises in good order, repair and condition in all respects, excepting only damage by fire and casualty covered by Tenant's insurance coverage, structural repairs (unless Tenant is obligated to make such repairs hereunder) and reasonable wear and tear;
- b. To permit Landlord and its agents to examine the Leased Premises at reasonable times and to show the Leased Premises to prospective purchasers of the Building and to provide Landlord, if not already available, with a set of keys for the purpose of said examination, provided that Landlord shall not thereby unreasonably interfere with the conduct of Tenant's business;
- c. To permit Landlord to enter the Leased Premises to inspect such repairs, improvements, alterations or additions thereto as may be required under the provisions of this Lease. If, as a result of such repairs, improvements, alterations, or additions, Tenant is deprived of the use of the Leased Premises, the rent shall be abated or adjusted, as the case may be, in proportion to that time during which, and to that portion of the Leased Premises of which, Tenant shall be deprived as a result thereof.

15. INDEMNITY BY TENANT

The Tenant shall save Landlord harmless and indemnify Landlord from all injury, loss, claims or damage to any person or property while on the Leased Premises, unless caused by the willful acts or omissions or gross negligence of Landlord, its employees, agents, licensees or contractors. Tenant shall maintain, with respect to the Leased Premises, public liability insurance with limits of not less than [AMOUNT] for injury or death from one accident and [AMOUNT] property damage insurance, insuring Landlord and Tenant against injury to persons or damage to property on or about the Leased Premises. A copy of the policy or a certificate of insurance shall be delivered to Landlord on or before the commencement date and no such policy shall be cancelable without [NUMBER] days prior written notice to Landlord.

16. SIGNAGE

- a. **Exterior Signs:** Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect and thereafter, to repair or replace, if it shall so

elect signs on any portion of the Leased Premises, providing that Tenant shall remove any such signs upon termination of this lease, and repair all damage occasioned thereby to the Leased Premises.

- b. **Interior Signs:** Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, maintain, place and install its usual and customary signs and fixtures in the interior of the Leased Premises.

17. INSURANCE

- a. **Insurance Proceeds:** In the event of any damage to or destruction of the Leased Premises, Tenant shall adjust the loss and settle all claims with the insurance companies issuing such policies. The parties hereto do irrevocably assign the proceeds from such insurance policies for the purposes hereinafter stated to any institutional first mortgagee or to Landlord and Tenant jointly, if no institutional first mortgagee then holds an interest in the Leased Premises. All proceeds of said insurance shall be paid into a trust fund under the control of any institutional first mortgagee, or of Landlord and Tenant if no institutional first mortgagee then holds an interest in the Leased Premises, for repair, restoration, rebuilding or replacement, or any combination thereof, of the Leased Premises or of the improvements in the Leased Premises. In case of such damage or destruction, Landlord shall be entitled to make withdrawals from such trust fund, from time to time, upon presentation of:
 - i. bills for labor and materials expended in repair, restoration, rebuilding or replacement, or any combination thereof;
 - ii. Landlord's sworn statement that such labor and materials for which payment is being made have been furnished or delivered on site; and
 - iii. the certificate of a supervising architect (selected by Landlord and Tenant and approved by an institutional first mortgagee, if any, whose fees will be paid out of said insurance proceeds) certifying that the work being paid for has been completed in accordance with the Plans and Specifications previously approved by Landlord, Tenant and any institutional first mortgagee in a first class, good and workmanlike manner and in accordance with all pertinent governmental requirements.

Any insurance proceeds in excess of such proceeds as shall be necessary for such repair, restoration, rebuilding, replacement or any combination thereof shall be the sole property of Landlord subject to any rights therein of Landlord's mortgagee, and if the proceeds necessary for such repair, restoration, rebuilding or replacement, or any combination thereof shall be inadequate to pay the cost thereof, Tenant shall suffer the deficiency.

- b. **Subrogation:** Landlord and Tenant hereby release each other, to the extent of the insurance coverage provided hereunder, from any and all liability or responsibility (to the other or anyone claiming through or under the other by way of subrogation or otherwise) for any loss to or damage of property covered by the fire and extended coverage insurance policies insuring the Leased Premises and any of Tenant's property, even if such loss or damage shall have been caused by the fault or negligence of the other party.
- c. **Contribution:** Tenant shall reimburse Landlord for all insurance premiums connected with or applicable to the Leased Premises for whatever insurance policy the Landlord, at its sole and exclusive option, should select.

18. DAMAGE TO DEMISED PREMISES

- a. **Abatement or Adjustment of Rent:** If the whole or any part of the Leased Premises shall be damaged or destroyed by fire or other casualty after the execution of this Lease and before the termination hereof, then in every case the rent reserved in Article IV herein and other charges, if any, shall be abated or adjusted, as the case may be, in proportion to that portion of the Leased Premises of which Tenant shall be deprived on account of such damage or destruction and the work of repair, restoration, rebuilding, or replacement or any combination thereof, of the improvements so damaged or destroyed, shall in no way be construed by any person to effect any reduction of sums or proceeds payable under any rent insurance policy.
- b. **Repairs and Restoration:** Landlord agrees that in the event of the damage or destruction of the Leased Premises, Landlord forthwith shall proceed to repair, restore, replace or rebuild the Leased Premises (excluding Tenant's leasehold improvements), to substantially the condition in which the same were immediately prior to such damage or destruction. The Landlord thereafter shall diligently prosecute said work to completion without delay or interruption except for events beyond the reasonable control of Landlord. Notwithstanding the foregoing, if Landlord does not either obtain a building permit within [NUMBER] days of the date of such damage or destruction, or complete such repairs, rebuilding or restoration within [NUMBER] months of such damage or destruction, then Tenant may at any time thereafter cancel and terminate this Lease by sending [NUMBER] days written notice thereof to Landlord, or, in the alternative, Tenant may, during said [NUMBER] day period, apply for the same and Landlord shall cooperate with Tenant in Tenant's application. Notwithstanding the foregoing, if such damage or destruction shall occur during the last year of the term of this Lease, or during any renewal term, and shall amount to [%] or more of the replacement cost (exclusive of the land and foundations), this Lease, may be terminated at the election of either Landlord or Tenant, provided that notice of such election shall be sent by the party so electing to the other within [NUMBER] days after the occurrence of such damage or destruction. Upon termination, as aforesaid, by either party hereto, this Lease and the term thereof shall cease and come to an end, any unearned rent or other charges paid in advance by Tenant shall be refunded to Tenant, and the parties shall be released hereunder, each to the other, from all liability and obligations hereunder thereafter arising.

19. CONDEMNATION

- a. **Total Taking:** If, after the execution of this Lease and prior to the expiration of the term hereof, the whole of the Leased Premises shall be taken under power of eminent domain by any public or private authority, or conveyed by Landlord to said authority in lieu of such taking, then this Lease and the term hereof shall cease and terminate as of the date when possession of the Leased Premises shall be taken by the taking authority and any unearned rent or other charges, if any, paid in advance, shall be refunded to Tenant.
- b. **Partial Taking:** If, after the execution of this Lease and prior to the expiration of the term hereof, any public or private authority shall, under the power of eminent domain, take, or Landlord shall convey to said authority in lieu of such taking, property which results in a reduction by [%] or more of the area in the Leased Premises, or of a portion of the Leased Premises that substantially interrupts or substantially obstructs the conducting of business on the Leased Premises, then Tenant may, at its election, terminate this Lease by giving Landlord notice of the exercise of Tenant's election within [NUMBER] days after Tenant shall receive notice of such taking. In the event of termination by Tenant of this Lease and the term hereof shall cease and terminate as of the date when possession shall be taken by the appropriate authority of that portion of the Entire Property that results in one of the above takings, and any unearned rent or other charges, if any, paid in advance by Tenant shall be refunded to Tenant.
- c. **Restoration:** In the event of a taking in respect of which Tenant shall not have the right to elect to terminate this Lease or, having such right, shall not elect to terminate this Lease, this

Lease and the term thereof shall continue in full force and effect and Landlord, at Landlord's sole cost and expense, forthwith shall restore the remaining portions of the Leased Premises, including any and all improvements made theretofore to an architectural whole in substantially the same condition that the same were in prior to such taking. A just proportion of the rent reserved herein and any other charges payable by Tenant hereunder, according to the nature and extent of the injury to the Leased Premises and to Tenant's business, shall be suspended or abated until the completion of such restoration and thereafter the rent and any other charges shall be reduced in proportion to the square footage of the Leased Premises remaining after such taking.

- d. **The Award:** All compensation awarded for any taking, whether for the whole or a portion of the Leased Premises, shall be the sole property of the Landlord whether such compensation shall be awarded for diminution in the value of, or loss of, the leasehold or for diminution in the value of, or loss of, the fee in the Leased Premises, or otherwise. The Tenant hereby assigns to Landlord all of Tenant's right and title to and interest in any and all such compensation. However, the Landlord shall not be entitled to and Tenant shall have the sole right to make its independent claim for and retain any portion of any award made by the appropriating authority directly to Tenant for loss of business, or damage to or depreciation of, and cost of removal of fixtures, personality and improvements installed in the Leased Premises by, or at the expense of Tenant, and to any other award made by the appropriating authority directly to Tenant.
- e. **Release:** In the event of any termination of this Lease as the result of the provisions of this Article 20, the parties, effective as of such termination, shall be released, each to the other, from all liability and obligations thereafter arising under this lease.

20. LANDLORD'S REMEDIES

In the event that:

- a. Tenant shall on three or more occasions be in default in the payment of rent or other charges herein required to be paid by Tenant (default herein being defined as payment received by Landlord ten or more days subsequent to the due date), regardless of whether or not such default has occurred on consecutive or non-consecutive months, or
- b. Tenant has caused a lien to be filed against the Landlord's property and said lien is not removed within days of recordation thereof, or
- c. Tenant shall default in the observance or performance of any of the covenants and agreements required to be performed and observed by Tenant hereunder for a period of [NUMBER] days after notice to Tenant in writing of such default (or if such default shall reasonably take more than days to cure, Tenant shall not have commenced the same within the days and diligently prosecuted the same to completion), or
- d. [NUMBER] days have elapsed after the commencement of any proceeding by or against Tenant, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or future Federal Bankruptcy Act or any other present or future applicable federal, state or other statute or law, whereby such proceeding shall not have been dismissed (provided, however, that the non-dismissal of any such proceeding shall not be a default hereunder so long as all of Tenant's covenants and obligations hereunder are being performed by or on behalf of Tenant); then Landlord shall be entitled to its election (unless Tenant shall cure such default prior to such election), to exercise concurrently or successively, any one or more of the following rights:

- i. Terminate this Lease by giving Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the term of this Lease, and all rights of Tenant under this Lease and in and to the Premises shall expire and terminate, and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination, and Tenant shall surrender the Premises to Landlord on the date specified in such notice; or
- ii. Terminate this Lease as provided herein and recover from Tenant all damages Landlord may incur by reason of Tenant's default, including, without limitation, a sum which, at the date of such termination, represents the then value of the excess, if any, of (a) the Minimum Rent, Percentage Rent, Taxes and all other sums which would have been payable hereunder by Tenant for the period commencing with the day following the date of such termination and ending with the date herein before set for the expiration of the full term hereby granted, over (b) the aggregate reasonable rental value of the Premises for the same period, all of which excess sum shall be deemed immediately due and payable; or
- iii. Without terminating this Lease, declare immediately due and payable all Minimum Rent, Taxes, and other rents and amounts due and coming due under this Lease for the entire remaining term hereof, together with all other amounts previously due, at once; provided, however, that such payment shall not be deemed a penalty or liquidated damages but shall merely constitute payment in advance of rent for the remainder of said term. Upon making such payment, Tenant shall be entitled to receive from Landlord all rents received by Landlord from other assignees, tenants, and subtenants on account of said Premises during the term of this Lease, provided that the monies to which tenant shall so become entitled shall in no event exceed the entire amount actually paid by Tenant to Landlord pursuant to the preceding sentence less all costs, expenses and attorney's fees of Landlord incurred in connection with the reletting of the Premises; or
- iv. Without terminating this Lease, and with or without notice to Tenant, Landlord may in its own name but as agent for Tenant enter into and upon and take possession of the Premises or any part thereof, and, at landlord's option, remove persons and property there from, and such property, if any, may be removed and stored in a warehouse or elsewhere at the cost of, and for the account of Tenant, all without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby, and Landlord may rent the Premises or any portion thereof as the agent of Tenant with or without advertisement, and by private negotiations and for any term upon such terms and conditions as Landlord may deem necessary or desirable in order to relet the Premises. Landlord shall in no way be responsible or liable for any rental concessions or any failure to rent the Premises or any part thereof, or for any failure to collect any rent due upon such reletting. Upon such reletting, all rentals received by Landlord from such reletting shall be applied: first, to the payment of any indebtedness (other than any rent due hereunder) from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including, without limitation, brokerage fees and attorney's fees and costs of alterations and repairs; third, to the payment of rent and other charges then due and unpaid hereunder; and the residue, if any shall be held by Landlord to the extent of and for application in payment of future rent as the same may become due and payable hereunder. In reletting the Premises as aforesaid, Landlord may grant rent concessions and Tenant shall not be credited therefore. If such rentals received from such reletting shall at any time or from time to time be less than sufficient to pay to Landlord the entire sums then due from Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall, at Landlord's option, be calculated and paid monthly. No such reletting shall be construed as an

election by Landlord to terminate this Lease unless a written notice of such election has been given to Tenant by Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for any such previous default provided same has not been cured; or

- v. Without liability to Tenant or any other party and without constituting a constructive or actual eviction, suspend or discontinue furnishing or rendering to Tenant any property, material, labor, Utilities or other service, whether Landlord is obligated to furnish or render the same, so long as Tenant is in default under this Lease; or
 - vi. Allow the Premises to remain unoccupied and collect rent from Tenant as it comes due; or
 - vii. Foreclose the security interest described herein, including the immediate taking of possession of all property on or in the Premises; or
 - viii. Pursue such other remedies as are available at law or equity
- e. Landlord's pursuit of any remedy or remedies, including without limitation, any one or more of the remedies stated herein shall not (1) constitute an election of remedies or preclude pursuit of any other remedy or remedies provided in this Lease or any other remedy or remedies provided by law or in equity, separately or concurrently or in any combination, or (2) sever as the basis for any claim of constructive eviction, or allow Tenant to withhold any payments under this Lease.

21. LANDLORD'S SELF HELP

If in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed and shall not cure such default within [NUMBER] days after notice from Landlord specifying the default (or if such default shall reasonably take more than [NUMBER] days to cure, shall diligently prosecuted the same to completion), Landlord may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Tenant, and any amount paid or contractual liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant and Tenant agrees to reimburse Landlord therefore and save Landlord harmless there from. Provided, however, that Landlord may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Tenant if any emergency situation exists, or after notice to Tenant, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or Landlord's interest therein, or to prevent injury or damage to persons or property. If Tenant shall fail to reimburse Landlord upon demand for any amount paid for the account of Tenant hereunder, said amount shall be added to and become due as a part of the next payment of rent due and shall for all purposes be deemed and treated as rent hereunder.

22. TENANT'S SELF HELP

If Landlord shall default in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed, and if Landlord shall not cure such default within days after notice from Tenant specifying the default (or, if such default shall reasonably take more than days to cure, and Landlord shall not have commenced the same within days and diligently prosecuted the same to completion), Tenant may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Landlord and any amount paid or any contractual liability incurred by Tenant in so doing shall be deemed paid or incurred for the account of Landlord and Landlord shall reimburse Tenant therefore and save Tenant harmless there from. Provided, however, that Tenant may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Landlord if an emergency situation exists, or after notice to Landlord, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased

Premises or Tenant's interest therein or to prevent injury or damage to persons or property. If Landlord shall fail to reimburse Tenant upon demand for any amount paid or liability incurred for the account of Landlord hereunder, said amount or liability may be deducted by Tenant from the next or any succeeding payments of rent due hereunder; provided, however, that should said amount or the liability therefore be disputed by Landlord, Landlord may contest its liability or the amount thereof, through arbitration or through a declaratory judgment action and Landlord shall bear the cost of the filing fees therefore.

23. TITLE

- a. **Subordination:** Tenant shall, upon the request of Landlord in writing, subordinate this Lease to the lien of any present or future institutional mortgage upon the Leased Premises irrespective of the time of execution or the time of recording of any such mortgage. Provided, however, that as a condition to such subordination, the holder of any such mortgage shall enter first into a written agreement with Tenant in form suitable for recording to the effect that:
- i. in the event of foreclosure or other action taken under the mortgage by the holder thereof, this Lease and the rights of Tenant hereunder shall not be disturbed but shall continue in full force and effect so long as Tenant shall not be in default hereunder
 - ii. such holder shall permit insurance proceeds and condemnation proceeds to be used for any restoration and repair required by the provisions of this Agreement, respectively. Tenant agrees that if the mortgagee or any person claiming under the mortgage shall succeed to the interest of Landlord in this Lease, Tenant will recognize said mortgagee or person as its Landlord under the terms of this Lease, provided that said mortgagee or person for the period during which said mortgagee or person respectively shall be in possession of the Leased Premises and thereafter their respective successors in interest shall assume all of the obligations of Landlord hereunder. The word "mortgage", as used herein includes mortgages, deeds of trust or other similar instruments, and modifications, and extensions thereof. The term "institutional mortgage" as used in this Article 24 means a mortgage securing a loan from a bank or trust company, insurance company or pension trust or any other lender institutional in nature and constituting a lien upon the Leased Premises.
- b. **Quiet Enjoyment:** Landlord covenants and agrees that upon Tenant paying the rent and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed hereunder, that Tenant may peaceably and quietly have, hold, occupy and enjoy the Leased Premises in accordance with the terms of this Lease without hindrance or molestation from Landlord or any persons lawfully claiming through Landlord.
- c. **Zoning and Good Title:** Landlord warrants and represents, upon which warranty and representation Tenant has relied in the execution of this Lease, that Landlord is the owner of the Leased Premises, in fee simple absolute, free and clear of all encumbrances, except for the easements, covenants and restrictions of record as of the date of this Lease. Such exceptions shall not impede or interfere with the quiet use and enjoyment of the Leased Premises by Tenant. Landlord further warrants and covenants that this Lease is and shall be a first lien on the Leased Premises, subject only to any Mortgage to which this Lease is subordinate or may become subordinate pursuant to an agreement executed by Tenant, and to such encumbrances as shall be caused by the acts or omissions of Tenant; that Landlord has full right and lawful authority to execute this Lease for the term, in the manner, and upon the conditions and provisions herein contained; that there is no legal impediment to the use of the Leased Premises as set out herein; that the Leased Premises are not subject to any easements, restrictions, zoning ordinances or similar governmental regulations which prevent their use as set out herein; that the Leased Premises presently are zoned for the use contemplated herein and throughout the term of this lease may continue to be so used therefore by virtue of said zoning, under the doctrine of "non-conforming use", or valid and

binding decision of appropriate authority, except, however, that said representation and warranty by Landlord shall not be applicable in the event that Tenant's act or omission shall invalidate the application of said zoning, the doctrine of "non-conforming use" or the valid and binding decision of the appropriate authority. Landlord shall furnish without expense to Tenant, within [NUMBER] days after written request therefore by Tenant, a title report covering the Leased Premises showing the condition of title as of the date of such certificate, provided, however, that Landlord's obligation hereunder shall be limited to the furnishing of only one such title report.

- d. **Licenses:** It shall be the Tenant's responsibility to obtain any and all necessary licenses and the Landlord shall bear no responsibility therefore; the Tenant shall promptly notify Landlord of the fact that it has obtained the necessary licenses in order to prevent any delay to Landlord in commencing construction of the Leased Premises.

24. EXTENSIONS/WAIVERS/DISPUTES

- a. **Extension Period:** Any extension hereof shall be subject to the provisions of Article c) hereof.
- b. **Holding Over:** In the event that Tenant or anyone claiming under Tenant shall continue occupancy of the Leased Premises after the expiration of the term of this Lease or any renewal or extension thereof without any agreement in writing between Landlord and Tenant with respect thereto, such occupancy shall not be deemed to extend or renew the term of the Lease, but such occupancy shall continue as a tenancy at will, from month to month, upon the covenants, provisions and conditions herein contained. The rental shall be the rental in effect during the term of this Lease as extended or renewed, prorated and payable for the period of such occupancy.
- c. **Waivers:** Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised by said party or not, shall be deemed to be an exclusion of any other; and any two or more or all of such rights and remedies may be exercised at the same time.
- d. **Disputes:** It is agreed that, if at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of the said party to institute suit for the recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said party to pay such sum or any part thereof, said party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease. If at any time a dispute shall arise between the parties hereto as to any work to be performed by either of them under the provisions hereof, the party against whom the obligation to perform the work is asserted may perform such work and pay the costs thereof "under protest" and the performance of such work shall in no event be regarded as a voluntary performance and shall survive the right on the part of the said party to institute suit for the recovery of the costs of

such work. If it shall be adjudged that there was no legal obligation on the part of the said party to perform the same or any part thereof, said party shall be entitled to recover the costs of such work or the cost of so much thereof as said party was not legally required to perform under the provisions of this Lease and the amount so paid by Tenant may be withheld or deducted by Tenant from any rents herein reserved.

- e. **Tenant's Right to cure Landlord's Default:** In the event that Landlord shall fail, refuse or neglect to pay any mortgages, liens or encumbrances, the judicial sale of which might affect the interest of Tenant hereunder, or shall fail, refuse or neglect to pay any interest due or payable on any such mortgage, lien or encumbrance, Tenant may pay said mortgages, liens or encumbrances, or interest or perform said conditions and charge to Landlord the amount so paid and withhold and deduct from any rents herein reserved such amounts so paid, and any excess over and above the amounts of said rents shall be paid by Landlord to Tenant.
- f. **Notices:** All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified mail, return receipt requested, postage prepaid, and any such notice or other communication shall be deemed to have been given when received by the party to whom such notice or other communication shall be addressed. If intended for Landlord the same will be mailed to the address herein above set forth or such other address as Landlord may hereafter designate by notice to Tenant, and if intended for Tenant, the same shall be mailed to Tenant at the address herein above set forth, or such other address or addresses as Tenant may hereafter designate by notice to Landlord.

25. PROPERTY DAMAGE

- a. **Loss and Damage:** Notwithstanding any contrary provisions of this Lease, Landlord shall not be responsible for any loss of or damage to property of Tenant or of others located on the Leased Premises, except where caused by the willful act or omission or negligence of Landlord, or Landlord's agents, employees or contractors, provided, however, that if Tenant shall notify Landlord in writing of repairs which are the responsibility of Landlord under Article VII hereof, and Landlord shall fail to commence and diligently prosecute to completion said repairs promptly after such notice, and if after the giving of such notice and the occurrence of such failure, loss of or damage to Tenant's property shall result from the condition as to which Landlord has been notified, Landlord shall indemnify and hold harmless Tenant from any loss, cost or expense arising there from.
- b. **Force Majeure:** In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act other than Tenant's obligation to make payments of rent, additional rent, and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other party, war or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, lack of funds shall not be deemed to be a cause beyond control of either party.

26. ASSIGNMENT AND SUBLETTING

Under the terms and conditions hereunder, Tenant shall have the absolute right to transfer and assign this lease or to sublet all or any portion of the Leased Premises or to cease operating Tenant's business on the Leased Premises provided that at the time of such assignment or sublease Tenant shall not be in default in the performance and observance of the obligations imposed upon Tenant hereunder, and in the



event that Tenant assigns or sublets this property for an amount in excess of the rental amount then being paid, then Landlord shall require as further consideration for the granting of the right to assign or sublet, a sum equal to [%] of the difference between the amount of rental to be charged by Tenant to Tenant's subtenant or assignee and the amount provided for herein, payable in a manner consistent with the method of payment by the subtenant or assignee to the Tenant, and/or [%] of the consideration paid or to be paid to Tenant by Tenant's or Sub-Tenant or assignee.

27. FIXTURES

All personal property, furnishings and equipment presently and all other trade fixtures installed in or hereafter by or at the expense of Tenant and all additions and/or improvements, exclusive of structural, mechanical, electrical, and plumbing, affixed to the Leased Premises and used in the operation of the Tenant's business made to, in or on the Leased Premises by and at the expense of Tenant and susceptible of being removed from the Leased Premises without damage, unless such damage be repaired by Tenant, shall remain the property of Tenant and Tenant may, but shall not be obligated to, remove the same or any part thereof at any time or times during the term hereof, provided that Tenant, at its sole cost and expense, shall make any repairs occasioned by such removal.

28. OPTION TO RENEW

Landlord grants to Tenant an option to renew this lease agreement for a period of [NUMBER] years after expiration of the term of this Lease agreement at a rental of [AMOUNT] per month, with all other terms and conditions of the renewal lease to be the same as those in this lease agreement. To exercise this option to renew, Tenant must give Landlord written notice of intention to do so at least [NUMBER] days before this lease agreement expires.

29. ESTOPPEL CERTIFICATES

At any time and from time to time, Landlord and Tenant each agree, upon request in writing from the other, to execute, acknowledge and deliver to the other or to any person designated by the other a statement in writing certifying that the Lease is unmodified and is in full force and effect, or if there have been modifications, that the same is in full force and effect as modified (stating the modifications), that the other party is not in default in the performance of its covenants hereunder, or if there have been such defaults, specifying the same, and the dates to which the rent and other charges have been paid.

30. INVALIDITY OF PARTICULAR PROVISION

If any term or provision of this Lease or the application hereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

31. CAPTIONS AND DEFINITIONS OF PARTIES

The captions of the Sections of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease. The word "Landlord" and the pronouns referring thereto, shall mean, where the context so admits or requires, the persons, firm or corporation named herein as Landlord or the mortgagee in possession at any time, of the land and building comprising the Leased Premises. If there is more than one Landlord, the covenants of Landlord shall be the joint and several obligations of each of them, and if Landlord is a partnership, the covenants of Landlord shall be the joint and several obligations of each of the partners and the obligations of the

firm. Any pronoun shall be read in the singular or plural and in such gender as the context may require. Except as in this Lease otherwise provided, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

32. RELATIONSHIP OF THE PARTIES

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of a joint venture between the parties hereto, it being understood and agreed that neither any provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

33. BROKERAGE

No party has acted as, by or through a broker in the effectuation of this Agreement, except as set out hereinafter.

34. ENTIRE AGREEMENT

This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. This Lease shall not be modified in any way except by a writing executed by both parties.

35. GOVERNING LAW

All matters pertaining to this agreement (including its interpretation, application, validity, performance and breach) in whatever jurisdiction action may be brought, shall be governed by, construed and enforced in accordance with the laws of the JORDANIAN GOVERNMENT LAW. The parties herein waive trial by COURT and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in COURT.

36. LITIGATION

In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

If Landlord files an action to enforce any agreement contained in this lease agreement, or for breach of any covenant or condition, Tenant shall pay Landlord reasonable attorney fees for the services of Landlord's attorney in the action, all fees to be fixed by the court.

37. CONTRACTUAL PROCEDURES

Unless specifically disallowed by law, should litigation arise hereunder, service of process therefore may be obtained through certified mail, return receipt requested; the parties hereto waiving any and all rights they may have to object to the method by which service was perfected.

38. EXTRAORDINARY REMEDIES

To the extent cognizable at law, the parties hereto, in the event of breach and in addition to any and all other remedies available thereto, may obtain injunctive relief, regardless of whether the injured party can demonstrate that no adequate remedy exists at law.

39. RELIANCE ON FINANCIAL STATEMENT

Tenant shall furnish concurrently with the execution of this lease, a financial statement of Tenant prepared by an accountant. Tenant, both in corporate capacity, if applicable, and individually, hereby represents and warrants that all the information contained therein is complete, true, and correct. Tenant understands that Landlord is relying upon the accuracy of the information contained therein. Should there be found to exist any inaccuracy within the financial statement which adversely affects Tenant's financial standing, or should Tenant's financial circumstances materially change, Landlord may demand, as additional security, an amount equal to an additional 3 months' rent, which additional security shall be subject to all terms and conditions herein, require a fully executed guaranty by a third party acceptable to Landlord, elect to terminate this Lease, or hold Tenant personally and individually liable hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written or have caused this Lease to be executed by their respective officers thereunto duly authorized.

LANDLORD

TENANT



Amad Fall
Authorized Signature

[Signature]
Authorized Signature

Print Name and Title

[Signature]
Print Name and Title

FIRST WITNESS

SECOND WITNESS

WITNESS Signature

WITNESS Signature

Print Name and Title

Print Name and Title



EXHIBIT "A" LEGAL DESCRIPTION

Landlord leases to Tenant the premises located at THE AMERICAN UNIVERSITY OF MADABA and described more particularly as follows: FOOD & BEVERAGE OUTLETS LOCATED IN AND AROUND ALL THE CAMPOUS OF THE UNVERSTY / INSIDE AND OUTSIDE THE BUILDINGS OF THE UNIVERSITY / IN DORMES AND AROUND THE PREMISSES OF THE DORMS / AND OR AS EXECLUSIVE ANY LOCATION / LOCATIONES RELATED TO FOOD AND BEVERAGE INCLUDING BUT NOT LIMITED TO KIOSKS PATIOS AND OUSIDE STATIONES, SERVICES / SALES / AND OUTLETS FOR THE AMERICAN UNIVERSITY OF MADABA.





EXHIBIT "B" TENANT PLANS AND SPECIFICATIONS

USE AND UTILIZED THE PREMISES IN EXHIBIT "A" FOR THE SALE OF FOOD & BEVERAGE
MERCHANDISE AND OR AMENITIES AND STATIONERY



EXHIBIT 3

Agreement for Providing Transportation Service

The Party of the First Part: The Latin Patriarchate of Jerusalem, represented by His Beatitude Patriarch Fouad Twal, in addition to his job

The Party of the Second Part: Binyamin Semaan Murad Suryani

Whereas the Latin Patriarchate of Jerusalem, represented by His Beatitude Patriarch Fouad Twal in addition to his job, referred to in this agreement as the Party of the First Part, desires to outsource transportation for students and employees at the American University of Madaba; and whereas Binyamin Semaan Murad Suryani and/or any legal person (company) and/or organization established for this purpose, referred to as the Party of the Second Part, possesses the capabilities and technical qualifications to transport passengers and students for a fee to be determined by the Party of the Second Part;

And whereas, both parties have declared their desire and their readiness to cooperate to implement this agreement, the following terms have been agreed upon:

- I. The prologue of this agreement is considered an integral part of this agreement and it is to be read with it as a single unit.
- II. Obligations of the Party of the First Part
 1. The Party of the First Part grants the Party of the Second Part the right to register the buses owned by the Party of the Second Part in the name of the American University of Madaba or in the name of the Schools of the Latin Patriarchate if the party so desires and/or it is necessary in order to implement the clauses of this agreement, and it undertakes to facilitate the delivery of all the documents and transactions necessary to register the vehicles.
 2. The administration of the American University of Madaba or the general administration of the Schools will provide the appropriate location and environment to enable the Party of the Second Part to perform its task of transporting passengers and it will provide appropriate parking spaces to park and shelter the buses so that there is sufficient room for the buses in an organized way. It will also provide guards for them as part of the regular guard protection of the university's buildings and campus, and it will provide the necessary permits for the buses and cars to enter the parking lot of the American University of Madaba, pursuant to a written agreement with the university administration.
 3. The Party of the Second Part together with the university administration or its delegated substitute (liaison officer) shall make a working sketch showing the student pickup points and the pickup and drop-off locations will be designated on it.
 4. An operations program, including trip schedules and regular and irregular bus operation schedules and their routes and stops shall be prepared and submitted for subsequent approval by the university's administration.
 5. An identity card (document) will be issued by the Party of the Second Part for bus users (students / employees) which will show the value and period of validity for service.
 6. The names of students registered for the purposes of transportation shall be provided before the start of the semester, and all fare payments from the registered students will be collected within a maximum of 30 days from the start of registration for the semester or in accordance with the registration program. The university's administration must pay the fees in full and provide receipts to the Party of the Second Part with the list of names.

III. Obligations of the Party of the Second Part

1. Provide an appropriate number of buses whose operational age is not more than five years from the date of their manufacture, in good working condition, and whose interior and exterior are sound and clean to transport passengers from and to the university at a seating rate of 1.75% of the number of students registered for transportation. [Translator's note: I couldn't make any logical sense of the last part of this sentence.]
2. A bus designated for operation must be licensed to run on the university line throughout the school year. The Party of the Second Part must provide the university with certified copies of the driver's license, the bus's registration, and an insurance policy, and it must take the required stops from all relevant official agencies, and it must fulfill the conditions, rules, and regulations for operation and public safety in accordance with the cooperation with the Party of the First Part.
3. No passengers shall be carried other than students and employees of the Party of the First Part and the American University of Madaba, no matter what their occupation, and no goods of its own and/or of others, of any kind, shall be carried while transporting students and employees of the Party of the First Part.
4. Adherence to the schedules for transportation, boarding, and unloading on the routes, and adherence to the departure and arrival sites designated by the university's administration. The Party of the Second Part may not refuse to provide service under penalty of liability.
5. The days for transporting students and employees are limited to the days on which the school is officially open. However, the Party of the First Part has the right to assign the Party of the Second Part to transport students and employees on days that are not official school days, on exam days, and on days on which there are occasions that are considered official days when there are activities or events at the American University of Madaba. The Party of the First Part or its designated appointee will determine the number of students and the number of buses required for this purpose and the additional cost.
6. The Party of the Second Part has the right to assign any other contractor as a subcontracting provider of transportation under the same terms. The assignment of a subcontractor does not exempt the Party of the Second Part from full liability and obligations pursuant to this agreement and/or applicable laws and regulations.
7. If a bus breaks down, the Party of the Second Part must make the necessary arrangements to ensure [alternative transportation for] the passengers as soon as possible, and it must repair the breakdown immediately to ensure uninterrupted transportation for passengers.
8. The Party of the Second Part bears sole legal liability arising from any errors committed by any employees (or technicians or administrators) while it is engaged in its operations or related activities in accordance with the Public Transportation Law for Passengers [and] the regulations and directives issued pursuant thereto.
9. The Party of the Second Part shall comply with legislation currently in force and current decisions related to the regulation of transportation, as well as those that may be enacted in the future. It shall likewise comply with the laws, regulations, directives, and decisions issued by official agencies, including those related to bus routes, the decision to depart, and stops for boarding and getting off. It must likewise comply with the directives and decisions issued by the administration of the American University of Madaba and its regulations with regard to transporting students and employees.
10. The Party of the Second Part shall allocate 7% of the total fees for the university's administrative work, to be deducted directly from the total amount of the fare payments of students registered for transportation as a fee for the Party of the First Part.

- IV. The two parties have agreed that the student transportation fee for the year 2014 will be 300 Jordanian dinars per semester on the condition that the annual increase will take into account the rate of inflation, fuel prices, and the minimum fee agreed upon with the university administration. The students will be notified about it three months before the start of each school year.
- V. If the Party of the First Part needs any transport services not mentioned in this agreement, the Party of the Second Part will be given priority for these activities in its capacity as contractor for transportation operations, on the condition that the fees are determined at the appointed time.
- VI. The duration of the contract is ten years, starting from April 1, 2014, and it is renewable with the approval of both parties.
- VII. If one or both of the parties does not wish to renew the contract, it must notify the other party in writing of its desire not to renew two months before the expiration of the contract. Otherwise, the contract will be considered to have been renewed automatically for the same duration and with the same terms.
- VIII. The university will name a liaison officer to be in charge of following up student affairs and communicating with the Party of the Second Part.
- IX. The Party of the Second Part will take care of shuttle bus services during the registration period free of charge.
- X. The Party of the Second Part will take care of scientific trip (scientific research) services free of charge.
- XI. The Party of the Second Part will provide employee transportation services at a fixed charge or by subscription agreed upon.
- XII. If there is any dispute between the two parties, the matter will be referred to arbitration in accordance with the Jordanian Arbitration Law, and the services will continue and the provisions of the contract will be applied throughout the time the dispute is under arbitration.
- XIII. This agreement was issued with 13 clauses, including this clause, and in two copies, one of which will to be given to each party.

The Party of the Second Part
 [Signature]
 Binyamin Semaan Murad Suryani

[Signature]
 The Party of the First Part
 Fouad Twal
 His Beatitude Patriarch Fouad Twal

I certify the authenticity of the signature of Patriarch Fouad Twal and Archbishop Maron Al-Lahham, and the authenticity of the seal of the archdiocese.
 [Signature]
 Prof. Dr. Jihad Shawkat
 Chief Judge of the Court

[Stamp]:
 [Illegible] Latin Patriarchate
 Amman – Jordan
 [Illegible] Patriarchatus Latini

[Signature]

[Stamp]:
 [Illegible]
 Amman
 Latin Church Court

إتفاقية تقديم خدمة النقل

الفريق الأول: البطريركية اللاتينية الأورشليمية ويمثلها غبطة البطريرك فؤاد الطوال بالإضافة إلى وظيفته.

الفريق الثاني: بنيامين سمعان مراد سرياني.

حيث أن البطريركية اللاتينية الأورشليمية ويمثلها غبطة البطريرك فؤاد الطوال بالإضافة إلى وظيفته ويشار إليها من هذه الإتفاقية بالفريق الأول ترغب أن توكل نقل الطلاب والعاملين في الجامعة الأميركية في مادبا وحيث أن بنيامين سمعان مراد سرياني و / أو أي شخص اعتباري (شركة) مؤسسة و / أو تؤسس لهذه الغاية ويشار إليه بالفريق الثاني يملك الإمكانات الخاصة والمؤهلات الفنية للقيام بنقل الركاب والطلاب مقابل أجر يتقاضاه من الفريق الثاني.

وحيث أن كلا الفريقين قد أبديا رغبتهما وإستعدادهما للتعاون لتنفيذ هذه الإتفاقية, فقد تم الإتفاق على الشروط التالية:
أولاً: تعتبر مقدمة هذه الإتفاقية جزءاً لا يتجزأ منها وتقرظاً منها كوحدة واحدة.

ثانياً: التزامات الفريق الاول .

- 1- يمنح الفريق الأول الفريق الثاني الحق في تسجيل الحافلات المملوكة للفريق الثاني بإسم الجامعة الأميركية في مادبا أو بإسم مدارس البطريركية اللاتينية إذا رغب الفريق بذلك و/أو كان ضرورياً لتنفيذ بنود هذه الإتفاقية ويتعهد بتسهيل إجراء تسليم كافة الأوراق والمعاملات اللازمة لتسجيل المركبات.
- 2- تؤمن ادارة الجامعة الاميركية في مادبا أو الإدارة العامة للمدارس المكان والمناخ المناسبين لتمكين الفريق الثاني من القيام بمهمته لنقل الركاب وتوفير المواقع المناسبة لوقوف ومبيت الحافلات بحيث تفي باستيعاب الحافلات بشكل منظم وحضاري وتأمين حراستها ضمن الحراسات المعتادة لأبنية وحرم الجامعة والتصاريح اللازمة لدخول الباصات والسيارات الى ساحة المواقع في الجامعة الأميركية في مادبا بموجب إتفاق خطي مع إدارة الجامعة.
- 3- يقوم الفريق الثاني مع إدارة الجامعة أو من تفوضه (ضابط الإرتباط) عمل كروكي يوضح عليه نقاط تجمع الطلاب ويحدد به مواقع التحميل والتنزيل.
- 4- إعداد وتقديم برنامج التشغيل وجداول مواعيد الرحلات وحركة سير الحافلات المنتظمة وغير المنتظمة وإتجاهاتها وأماكن التوقف ومن ثم موافقة إدارة الجامعة عليها.
- 5- إصدار بطاقة (وثيقة) إثبات الهوية لمستخدم الحافلة (الطالب/الموظف) ويبين فيها قيمته ومدة إشتراكه بالخدمة تصدر من قبل الفريق الثاني.
- 6- توريد أسماء الطلبة المسجلين لغايات النقل قبل بدء الفصل الدراسي وتحصيل كافة الأقساط من الطلبة المسجلين بموعد أقصاه 30 يوم من بدء التسجيل للفصل الدراسي أو حسب برنامج التسجيل ، يجب على إدارة الجامعة إستيفاء الرسوم وتزويد سندات القبض للفريق الثاني مع لائحة الأسماء.

ثالثاً: إلتزامات الفريق الثاني:

- 1- تأمين عدد مناسب من الحافلات لا يتجاوز عمرها التشغيلي خمسة سنوات من تاريخ صنعها وبحالة صالحة للعمل وجيدة ونظيفة من الداخل والخارج لنقل الركاب من و إلى الجامعة بمعدل 1.75 % مقعد من عدد الطلبة المسجلين بالنقل.
- 2- أن تكون الحافلة المقرر تشغيلها مرخص لها بالسير على خط الجامعة طوال العام الدراسي ويلتزم الفريق الثاني بتزويد الجامعة بصور مصدقة عن رخصة قيادة السائق ورخصة الحافلة وعقد التأمين ويلتزم بأخذ الموافقات اللازمة من كافة الجهات الرسمية المعنية ومستوفية لشروط وقواعد وأنظمة السير والسلامة العامة وفقاً للتعاون مع الفريق الأول.
- 3- عدم نقل أي راكب خلاف الطلاب والعاملين لدى الفريق الأول والجامعة الأميركية في مادبا مهما كانت صناعته. أو حمل أي أغراض خاصة له و/أو لغيره مهما كان نوعها أثناء نقل الطلاب والعاملين لدى الفريق الأول.
- 4- التقيد بمواعيد النقل وبالتحميل والتنزيل على المسارات والإلتزام بمراكز الإنطلاق والوصول التي تحددها إدارة الجامعة كما لا يجوز للفريق الثاني أن يمتنع عن تقديم الخدمة تحت طائلة المسؤولية.
- 5- يقتصر أيام نقل الطلبة والعاملين على الأيام التي يكون فيها دوام رسمي على أنه يحق للفريق الأول تكليف الفريق الثاني بالقيام بنقل الطلاب والعاملين فيها غير أيام الدوام الرسمي وأيام الامتحانات والحالات والمناسبات التي تعتبر أيام رسمية في حال وجود نشاطات أو مناسبات في الجامعة الأميركية في مادبا ويحدد الفريق الأول أو من ينيبه عدد الطلبة والحافلات المطلوبة لهذه الغاية والتكلفة الإضافية.
- 6- يحق للفريق الثاني تكليف أي مقاول آخر بالنقل من الباطن وبذات الشروط ولا يعتبر تكليف المقاول اعفاءً للطرف الثاني من المسؤولية الكاملة والإلتزامات المترتبة عليه بموجب هذه الإتفاقية و/أو القوانين والأنظمة المرعية .
- 7- إذا تعطلت الحافلة فيجب على الفريق الثاني إتخاذ الإجراءات اللازمة لضمان الركاب في أسرع وقت ممكن وكما عليه إصلاح العطل فوراً لضمان استمرار نقل الركاب.
- 8- يتحمل الفريق الثاني وحد' المسؤولية القانونية الناشئة عن أي أخطاء يرتكبها أي من العاملين (والفنيين والإداريين) خلال ممارستهم لأعمالهم أو للأمور التي يرتبط بها وفقاً لقانون النقل العام للركاب الأنظمة والتعليمات الصادرة بمقتضاها.
- 9- يلتزم الفريق الثاني بالتقيد بالتشريعات النافذة حالياً والقرارات التي تتعلق بتنظيم النقل الحالية أو التي قد تصدر مستقبلاً وكذلك التقيد بالقوانين والأنظمة والتعليمات والقرارات الصادرة عن الجهات الرسمية بما في ذلك ما يتعلق بمسار الحافلات وقرار الإنطلاق ومواقف التحميل والتنزيل، كما يلتزم بالتعليمات والقرارات الصادرة عن إدارة الجامعة الأميركية في مادبا وأنظمتها بما يخص نقل الطلبة والموظفين.
- 10- يخصص الفريق الثاني نسبة 7% من اجمالي الرسوم لـ أعمال إدارية للجامعة تُقَطَع مباشرة من اجمالي قيمة أقساط نقل الطلبة المسجلين بالنقل وذلك كأجر للفريق الأول.

رابعاً: إتفق الفريقان على أن يكون مبلغ أجور نقل الطالب في عام 2014 ثلاثمائة دينار أردني للفصل الواحد على أن تراعى في الزيادة السنوية نسبة التضخم وأسعار المحروقات والحد الأدنى للأجور ويتم الإتفاق عليها مع إدارة الجامعة وإعلام الطلبة بها قبل ثلاثة أشهر من بداية كل عام جامعي.

خامساً: في حال حاجة الفريق الأول لأي من خدمات النقل غير المذكورة في هذه الإتفاقية يعطي الفريق الثاني أولوية في هذه العمليات بصفته متعاقد لعمليات النقل على أن تحدد أجورها في حينها.

سادساً: مدة العقد عشرة سنوات تبدأ من تاريخ 2014/4/1 قابل للتجديد بموافقة الطرفين.

سابعاً: في حال عدم رغبة أحد أو كلا الفريقين بتجديد مدة العقد عليه إشعار الطرف الآخر خطياً برغبته بعدم التجديد قبل شهرين من تاريخ إنتهاء العقد وبمعكس ذلك يعتبر العقد مجدد تلقائياً لنفس المدة وبذات الشروط.

ثامناً: تسمي الجامعة ضابط ارتباط يتولى متابعة شؤون الطلبة والإتصال مع الفريق الثاني.

تاسعاً: يتولى الفريق الثاني خدمات Shuttle Bus خلال فترة التسجيل مجاناً.

عاشراً: يتولى الفريق الثاني خدمات الرحلات العلمية (البحث العلمي) مجاناً.

حادي عشر : يؤمن الفريق الثاني خدمات نقل الموظفين ضمن تسعيرة أو إشتراك محدد ومتفق عليه.

ثاني عشر : في حال بروز أي خلاف بين الطرفين يحال الأمر للتحكيم وفق قانون التحكيم الأردني وتستمر الخدمات وتطبيق أحكام العقد طوال فترة نظر الخلاف.

الثالث عشر : تم تحرير هذه الإتفاقية بثلاثة عشر بنداً بما فيها هذا البند وعلى نسختين, تُسَلَّم لكل فريق نسخة منها.

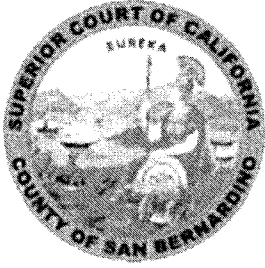
الفريق الأول
غبطة البطريرك فؤاد الطوال

سجل
الجامعة
الاسلامية
البيروتية

امساروق على صحة
ترفع البطريرك فؤاد الطوال
والمتطهران مارون العوام
وعلى صحة خاتمة المطرانين
د. د. نهاد شومكات
رئيس المحكمة

الفريق الثاني
بنيامين سمعان مراد سرياني

سجل
الجامعة
الاسلامية
البيروتية



Alternative Dispute Resolution

Superior Court
of California -
County of San
Bernardino

Alternate Dispute Resolution (ADR) provides an opportunity for parties to receive assistance reaching a resolution in their small claims, landlord tenant, civil, family law, probate case with a trained mediator. These services are provided by Inland Fair Housing and Mediation Board (IFHMB).

These services are available in the following court locations:

- ◆ Barstow
- ◆ Fontana
- ◆ Joshua Tree
- ◆ San Bernardino Justice Center
- ◆ San Bernardino Historic
- ◆ Victorville

Using ADR to resolve disputes can:

- Save time, since it can take a lot less time to work out and write up an agreement than go through a trial.
- Save money on attorney's fees, fees for expert witnesses and other expenses.
- More control over the outcome. In ADR, parties participate more actively in creating a workable solution than leaving the decision up to a judge or a jury. Also, it can create solutions that go beyond what the court can do.