

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

**Holding a Criminal Term
Grand Jury Sworn in on May 15, 2009**

UNITED STATES OF AMERICA	:	Criminal No. 11-
	:	
v.	:	
	:	
	:	VIOLATIONS:
	:	
	:	18 U.S.C. § 371 (Conspiracy);
	:	18 U.S.C. § 1344 (Bank Fraud);
AKINOLA GEORGE,	:	18 U.S.C. § 1341 (Mail Fraud);
	:	18 U.S.C. § 2 (Aiding
	:	and Abetting and Causing an Act to
	:	be Done); and
Defendant.	:	18U.S.C.§§ 982(a)(2)(A), 981(a)(1)(C)
	:	28 U.S.C. § 2461(c) (Criminal
	:	Forfeiture).

INDICTMENT

The Grand Jury charges that:

COUNT ONE

(CONSPIRACY)

INTRODUCTION

At all times material to this indictment:

1. JP Morgan Chase Bank, Bank United, and IndyMac Bank were financial institutions with deposits insured by Federal Deposit Insurance Corporation.
2. These banks, along with other non-bank mortgage companies (collectively referred to as “lenders”), were in the business, among other things, of loaning money to individuals who used it to purchase residential real estate (“buyers”).

3. In order to approve a mortgage loan, lenders required:
 - a. that a buyer provide his/her true Social Security number to verify credit worthiness;
 - b. that a buyer document that he/she had sufficient monthly income and assets to pay the mortgage and to make the required cash contribution toward the purchase of the property;
 - c. a truthful Uniform Residential Loan Application;
 - d. telephone contact with the buyer's employer verifying that the buyer was employed with sufficient income, as well as confirmation from the buyer's bank and/or landlord verifying that the buyer had cash and a history of paying monthly obligations; and
 - e. a cash contribution (also known as "cash from borrower") to purchase the property.

4. Lenders of mortgage loans typically do not lend money for the full purchase price of the property; rather, lenders normally make loans for less, and require that the buyer use some of his or her own funds towards the purchase of the property. This gives the lenders assurance that the buyer, with some of his or her own money invested in the property, has an incentive to remain current on his or her mortgage payments to avert foreclosure, and that the lender would be able to recover the full proceeds of the loan in the event of foreclosure.

5. These residential real estate loans may either be for a property which was in need of repair and rehabilitation (in such a case, the lender would stipulate that a portion of the loan be put in escrow until renovations were completed), or for a property which did not need repair and renovation, or for a property which has already undergone renovation in which case loan money may be approved to pay for the already completed improvements. Lenders require that a licensed

appraiser provide a truthful assessment of the property's condition and value before lending money for the purchase of real estate.

6. If a loan were approved, the lenders would instruct a title company to prepare for a "settlement," that is, a meeting where the buyer and seller would sign the Deed (transferring legal title), Note (promise to pay the loan), Deed of Trust (public notice that the property is encumbered with a mortgage), Settlement Statement (an accounting of the disbursement of loan money and a listing of cash due from the buyer), and other legal documents. The lender would provide the settlement agent with instructions on how to secure the bank's interest in the property.

7. Just prior to or during the settlement, the title company would receive the loan money from the mortgage lender and the buyer's cash contribution; after settlement, the title company would pay the costs of the settlement, debts of the property or seller, and any other authorized expenses.

8. After settlement, the title company would submit the Deed and Deed of Trust or other security instruments for filing with the District of Columbia's Recorder of Deeds (if the property were in the District of Columbia), with instructions that the Recorder of Deeds officially file the documents in the public records and then return to the title company the stamped recorded documents as proof that the documents were filed as required by the lender.

9. Co-conspirator Tania Firmani was the settlement agent at Greater Capital Title and Escrow, a company in the business of handling real estate settlements.

10. The defendant AKINOLA GEORGE controlled bank accounts in the name of AIS Investments, Inc., including a SunTrust Bank account identified here as # xxxxx2981.

The Conspiracy

11. From in or before October 2004, and continuing thereafter through at least April 2008, in the District of Columbia and elsewhere, the defendant AKINOLA GEORGE did unlawfully, willfully, and knowingly conspire, combine, confederate, and agree with other persons both known and unknown to the grand jury to commit offenses against the United States, namely:

- a. bank fraud, accomplished by their engaging in a scheme to defraud and obtain money and property from financial institutions by means of false and fraudulent pretenses, representations, and promises, in violation of 18 U.S.C. §§ 1344 and 2; and
- b. mail fraud, accomplished by their engaging in a scheme to defraud and to obtain money and property by means of false and fraudulent pretenses, representations, and promises and for the purpose of executing, and attempting to execute the scheme to defraud, willfully causing to be deposited mail matter to be delivered by the Postal Service or private and commercial interstate carrier, in violation of 18 U.S.C. §§ 1341 and 2.

Goal of the Conspiracy

12. It was a goal of the conspiracy that defendant AKINOLA GEORGE and his co-conspirators would defraud mortgage lenders of money by siphoning off lender money from home mortgages obtained by false loan applications, forged documents, and fraudulent settlements.

Manner and Means

13. It was a part of the conspiracy that the defendant AKINOLA GEORGE and others would identify homes to buy through fraud.

14. It was a further part of the conspiracy that the defendant AKINOLA GEORGE and other co-conspirators recruited buyers who were not qualified to purchase the houses (“straw buyers”), and would arrange for mortgage loans through forged documents and false information,

including false loan applications, forged bank statements, and fraudulent verifications of bank accounts and employment.

15. It was a further part of the conspiracy that the defendant AKINOLA GEORGE and other co-conspirators would fraudulently obtain multiple Social Security numbers to use as identifiers in purchasing homes.

16. It was a further part of the conspiracy that the defendant AKINOLA GEORGE and other co-conspirators would fraudulently buy or create “downpayment” checks purporting to be from the buyers to deceive the lenders into believing that the buyers had a financial investment in the property.

17. It was a further part of the conspiracy that the defendant AKINOLA GEORGE and other co-conspirators would use phony invoices falsely claiming that home improvement companies were owed money for renovation work performed before settlement, although in truth virtually no renovation work had been performed. Based on these phony invoices and false notations on settlement statements, the defendant GEORGE and other co-conspirators received part of the lender’s money, although, in fact, little or no renovation work had been performed as stated.

18. It was a further part of the conspiracy that the defendant AKINOLA GEORGE would act as “seller” for some property sales in the names of others using a forged “power of attorney” document. After settlement, the defendant GEORGE deposited title company checks, made payable to other people, into bank accounts that GEORGE himself controlled.

19. It was a further part of the conspiracy that through the use of phony invoices, false notations on the settlement statements, and misdirecting checks made payable to others, the defendant AKINOLA GEORGE fraudulently obtained at least \$2.4 million in lender money.

20. During the course of the conspiracy, and in the manner described above, in the District of Columbia and elsewhere, the defendant AKINOLA GEORGE and his co-conspirators were involved in at least twenty-two real estate sales, with mortgages totaling approximately \$9 million, including but not limited to the following sales of properties:

Address	Approximate Date of Settlement	Approximate Mortgage Amounts
1213 Florida Avenue, NE	June 29, 2007	\$417,000
1927 Gales Street, NE	June 29, 2007	\$417,000
22 R Street, N.E.	August 28, 2008	\$391,500
2545 18 th Street, SE	August 21, 2007	\$275,000
2729 28 th Street, NE	April 20, 2005	\$315,000
- same -	December 22, 2005	\$405,000
3015 25 th Street, N.E.	December 22, 2004	\$360,000
- same -	August 18, 2005	\$495,000
- same -	January 11, 2008	\$417,000
3300 18 th Street, NE	April 12, 2005	\$465,000
- same -	September 30, 2005	\$522,139
3302 18 th Street, NE	January 12, 2005	\$380,000
- same -	August 4, 2005	\$432,000
4415 Sheriff Road, NE	April 22, 2008	\$270,000
629 Columbia Road, NW	November 30, 2005	\$474,832
647 14 th Place, N.E.	October 31, 2005	\$522,080.21
68 Forrester Street, SW	October 27, 2005	\$379,571
713 Harvard Street, NW	October 15, 2004	\$315,000
- same -	June 26, 2007	\$315,000

Address	Approximate Date of Settlement	Approximate Mortgage Amounts
742 Lamont Street, NW	March 18, 2005	\$284,265.06
2111 Becky Lane Cedar Hill, Texas	September 11, 2006	\$999,998
2409 Summerbrook Court Cedar Hill, Texas	January 8, 2007 (funded)	\$888,250

Overt Acts

In furtherance of the conspiracy and to effect the objects thereof, the defendant AKINOLA GEORGE and other members of the conspiracy committed the following overt acts, among others, in the District of Columbia and elsewhere:

2729 28th Street, N.E., Washington, D.C.

21. In or before April 2005, in the District of Columbia and elsewhere, the defendant AKINOLA GEORGE and his co-conspirators arranged for a straw buyer to purchase 2729 28th Street, N.E., Washington, D.C. The loan documents contained numerous false statements, which tricked the lender into loaning over \$315,000 as a mortgage, including false information regarding the value of the home and the buyer's income, assets, employment, cash contribution, and intent to live in the property. For example, the loan application failed to reveal that the straw buyer was at the time incarcerated and, thus, unemployed.

22. On or before April 20, 2005, the defendant AKINOLA GEORGE caused the title company to obtain an invoice purportedly from "AIS Investments, Inc.," falsely stating that renovation work had already been completed on 2729 28th Street, N.E. Using this false invoice as justification, the defendant GEORGE obtained approximately \$116,000 of the loan money, with the money being deposited into an AIS Investment bank account.

23. On or after April 20, 2005 in the District of Columbia, the defendant AKINOLA GEORGE and his co-conspirators caused a cashier's check to be withdrawn from AIS Investment bank accounts in the amount of \$44,431.66; this cashier's check was then given to the title company falsely purporting to be the buyer's cash contribution for the loan.

24. Approximately eight months later, in or before December 2005, in the District of Columbia and elsewhere, the defendant AKINOLA GEORGE and his co-conspirators arranged for another straw buyer to repurchase 2729 28th Street, N.E., Washington, D.C. The loan documents contained numerous false statements, which tricked the lender into loaning approximately \$405,000, including false information regarding the buyer's income, assets, employment, cash contribution, and intent to live in the property. For example, the loan application provided false employment information of Sunset Health Care with a fraudulent work telephone number, which was, in reality, a telephone number used by the co-conspirators to "confirm" false employment and income.

25. On or before December 23, 2005, the defendant AKINOLA GEORGE used an \$54,415.94 invoice from "AIS Investments, Inc.," as justification to receive loan proceeds of \$30,000, with the money being deposited into AIS Investment bank account #xxxxx2981. In addition, the defendant GEORGE caused a \$24,415.94 check made payable to the seller to be deposited into AIS Investment bank account #xxxxx2981.

26. After settlement, the straw buyer, the defendant AKINOLA GEORGE and others failed to repay the mortgage loan consistently and the lender was forced to file Notice of Foreclosure Sales at the Recorder of Deeds.

68 Forrester Street, S.W., Washington, D.C.

27. In or before October 2005, in the District of Columbia and elsewhere, the defendant AKINOLA GEORGE and his co-conspirators arranged for a straw buyer to purchase 68 Forrester Street, S.W., Washington, D.C. The loan documents contained numerous false statements, which tricked the lender into loaning approximately \$379,571 in two mortgages, including false information regarding the value of the home and the buyer's income, assets, cash contribution, and intent to live in the property.

28. On or about October 27, 2005, the defendant AKINOLA GEORGE caused the title company to obtain an invoice purportedly from "Reliable Home Improvement," falsely stating that repair work had been completed at 68 Forrester Street, S.W. As a result, the title company issued a check payable to Reliable Home Improvement for \$89,000; the defendant GEORGE caused this check to be deposited into AIS Investment account #xxxxx2981. In addition, the defendant GEORGE caused a \$5,731.95 check made payable to the buyer to be deposited into AIS Investment bank account #xxxxx2981.

29. After settlement, the straw buyer, the defendant AKINOLA GEORGE, and the co-conspirators failed to repay the mortgage loan consistently and the lender was forced to file Notice of Foreclosure Sales at the Recorder of Deeds.

629 Columbia Road, N.W., Washington, D.C.

30. In or before November 2005, in the District of Columbia and elsewhere, the defendant AKINOLA GEORGE and other co-conspirators arranged for a straw buyer to purchase 629 Columbia Road, N.W., Washington, D.C. The loan documents contained numerous false statements, which tricked the lender into loaning approximately \$475,000, including false information regarding

the value of the home and the buyer's income, assets, employment, cash contribution, and intent to live in the property. For example, the loan application provided false employment of Sunset Health Care with a fraudulent work telephone number, which was, in reality, a telephone number used by the co-conspirators to "confirm" false employment and income.

31. On or before November 30, 2005, co-conspirators caused the settlement statement to falsely note that "Reliable Home Improvement" was owed money for repairs. As a result, the title company issued a check payable to Reliable Home Improvement for \$76,328.82; the defendant GEORGE caused this check to be deposited into AIS Investment account #xxxxx2981. In addition, the defendant GEORGE caused a \$22,203.01 check made payable to the buyer to be deposited into AIS Investment bank account #xxxxx2981.

32. On or about November 30, 2005, in the District of Columbia, the defendant AKINOLA GEORGE caused a cashier's check to be obtained in the amount of \$27,116.62 from the AIS Investment bank account #xxxxx2981; this cashier's check was then returned to the title company purporting to be the buyer's cash contribution for the loan.

33. After settlement, the straw buyer, the defendant AKINOLA GEORGE, and the co-conspirators failed to repay the mortgage loan consistently and the lender was forced to file Notice of Foreclosure Sales at the Recorder of Deeds.

647 14th Place N.E., Washington, D.C.

34. In or before November 2005, the defendant AKINOLA GEORGE and his co-conspirators arranged for a straw buyer to purchase 647 14th Place, N.E., Washington, D.C. The loan documents contained numerous false statements, which tricked the lender into loaning over \$440,000 as a mortgage, including false information regarding the value of the home and the buyer's

income, assets, employment, cash contribution, and intent to live in the property. For example, the loan application provided false employment with a fraudulent work telephone number, which was, in reality, a telephone number used by the co-conspirators to “confirm” false employment and income.

35. On or before November 3, 2005, the defendant AKINOLA GEORGE caused the title company to obtain an invoice purportedly from “Innovative Home Improvement,” falsely stating that repair work had been completed at 647 14th Place, N.E. As a result, the title company issued a check made payable to “Innovative Home Improvement” for \$150,378.90; the defendant GEORGE caused this check to be deposited into AIS Investment account #xxxxx2981. In addition, the defendant GEORGE caused a \$350 check made payable to the buyer to be deposited into AIS Investment bank account #xxxxx2981.

36. After settlement, the straw buyer, the defendant AKINOLA GEORGE, and his co-conspirators failed to repay the mortgage loan and the lender was forced to foreclose and resell the property for a loss of about \$186,000.

1213 Florida Avenue, N.E., Washington, D.C.

37. In or before June 2007, the defendant AKINOLA GEORGE arranged for a straw buyer to purchase 1213 Florida Avenue, N.E., Washington, D.C. The loan documents contained numerous false statements, concerning the buyer’s income, assets, employment, and identity, which tricked the lender, Bank United, into loaning \$417,000 as a mortgage. For example, the co-conspirators submitted fake and forged bank statements falsely showing more money in the buyer’s bank account than what was actually in the account at the time.

38. On or about June 29, 2007, co-conspirator Tania Firmani falsely noted on the settlement statement that \$98,950 was owed for renovation. Using this false entry as justification, Firmani caused \$98,950 to be wired into a bank account controlled by a co-conspirator.

39. On or about July 2, 2007, in the District of Columbia, having received the combined wire transfer funds for this property and for the 1927 Gales Street, N.E. sales transaction discussed below, a co-conspirator paid approximately \$152,000 to the defendant AKINOLA GEORGE with the money being deposited into AIS Investment bank account # xxxxx2981.

40. Between on or about June 29, 2007 and July 19, 2007, in the District of Columbia and elsewhere, the co-conspirator Tania Firmani submitted an executed Deed and Deed of Trust for 1213 Florida Avenue, N.E. to the District of Columbia's Recorder of Deeds, with the instructions that after the recordation of the deed, the Recorder of Deeds should mail the stamped document back to her title company at the address listed.

41. After settlement, the straw buyer, the defendant AKINOLA GEORGE, and the co-conspirators failed to repay the mortgage loan and the lender was forced to foreclose and resell the property for a loss over \$242,000.

1927 Gales Street, N.E., Washington, D.C.

42. In or before June 2007, the defendant AKINOLA GEORGE arranged for a straw buyer to purchase 1927 Gales Street, N.E., Washington, D.C. The loan documents contained numerous false statements, which tricked the lender, IndyMac Bank, into loaning about \$417,000 as a mortgage, including false information regarding the value of the home and the buyer's income, assets, employment, cash contribution, and intent to live in the property. For example, the loan file

contained a forged letter falsely stating that the buyer had money in a bank account, although in reality the bank account belonged to a co-conspirator and contained less money than represented.

43. On or about June 29, 2007, the co-conspirator Tania Firmani noted on the settlement statement that a co-conspirator's phony company was owed \$175,000 for renovation, although in truth, no renovation was performed before settlement. Using this false entry as justification, the co-conspirator Tania Firmani caused \$175,000 to be wired into a bank account controlled by a co-conspirator.

44. On or about July 2, 2007, in the District of Columbia, having received the combined wire transfer funds for this property and the 1213 Florida Avenue, N.E. sales transaction discussed above, a co-conspirator paid approximately \$152,000 to the defendant AKINOLA GEORGE, with the money being deposited into AIS Investment bank account #xxxxx2981.

45. Between on or about June 29, 2007 and July 19, 2007, in the District of Columbia and elsewhere, the co-conspirator Tania Firmani submitted an executed Deed and Deed of Trust to the District of Columbia's Recorder of Deeds, with the instructions that after the recordation of the deed, the Recorder of Deeds should mail the stamped document back to her title company at the address listed.

46. After settlement, the straw buyer, the defendant AKINOLA GEORGE, and the co-conspirators failed to repay the mortgage loan consistently and the lender was forced to file Notices of Foreclosure Sale at the Recorder of Deeds.

4415 Sheriff Road, N.E., Washington, D.C.

47. In or before April 2008, the defendant AKINOLA GEORGE arranged for a straw buyer to purchase 4415 Sheriff Road, N.E., Washington, D.C. The loan documents contained

numerous false statements, which tricked the lender, JP Morgan Chase, into loaning about \$270,000 as a mortgage, including false information regarding the value of the home and the buyer's income, assets, employment, cash contribution, and intent to live in the property.

48. On or about April 22, 2008, the co-conspirator Tania Firmani noted on the settlement statement that "AIS Development" was owed \$125,000 for "renovation," although in truth, no renovation was performed before settlement. Using this false entry as justification, the co-conspirator Tania Firmani caused \$125,000 to be wired into the AIS Investment bank account #xxxxxx2981.

49. On or about April 22, 2008, in the District of Columbia, after receiving the \$125,000, the defendant AKINOLA GEORGE wrote out a check from his AIS Investment #xxxxxx2981 bank account in the amount of \$49,492.09, noting that the purpose was "settlement," and caused a cashier's check to be obtained in the same amount of \$49,492.09; this cashier's check was then returned to the co-conspirator Tania Firmani purporting to be the buyer's cash contribution for the loan.

50. Between on or about August 27, 2007 and September 17, 2007, in the District of Columbia and elsewhere, the co-conspirator Tania Firmani submitted an executed Deed and Deed of Trust to the District of Columbia's Recorder of Deeds, with the instructions that after the recordation of the deed, the Recorder of Deeds should mail the stamped document back to her title company at the address listed.

51. After settlement, the straw buyer, the defendant AKINOLA GEORGE, and his co-conspirators failed to repay the mortgage loan and the lender was forced to foreclose and resell the property for a loss of about \$122,000.

2409 Summerbrook Court Cedar Hill, Texas

52. In or before January 2007, the defendant AKINOLA GEORGE arranged for himself to buy 2409 Summerbrook Court, Cedar Hill, Texas. The loan documents contained numerous false statements, which tricked the lender into loaning over \$888,250 as a mortgage, including false information regarding the defendant's source of income, employment, and intent to live in the property. For example, notwithstanding his 2006 and 2007 federal income tax return (claiming earnings of less than \$9,000 a year), the defendant GEORGE signed a loan application which falsely stated that he earned a yearly wage of \$300,000 from Sunset Health Care in 2006 and/or 2007, and listed a fraudulent work telephone number; in reality, this telephone number was used by the co-conspirators to "confirm" false employment and income.

53. In or before January 2007, the defendant AKINOLA GEORGE falsely represented to the lender that his Social Security number was xxx-xx-6225, whereas in reality, this number was one of three Social Security numbers that he obtained.

54. On or before January 8, 2007, the defendant AKINOLA GEORGE caused the title company to pay Duncan Construction \$222,000; the defendant GEORGE caused this check to be deposited into AIS Investment account #xxxxxx2981.

55. After settlement, the defendant AKINOLA GEORGE failed to repay the mortgage loan and the lender was forced to foreclose and resell the property for a loss of about \$276,000.

(Conspiracy, in violation of Title 18, United States Code, Section 371).

COUNT TWO

(BANK FRAUD)

1. From in or about October 2004, until in or about April 2008, within the District of Columbia and elsewhere, the defendant AKINOLA GEORGE devised and intended to devise a scheme and aided and abetted the scheme to defraud a financial institution, that is, Bank United, and to obtain money owned by and under the custody and control of Bank United by means of false and fraudulent pretenses, representations, and promises.

2. Paragraphs 1 through 10 and 12 through 55 of Count One of this indictment are hereby realleged, and contain the description of the above-mentioned scheme.

(Bank Fraud and Aiding and Abetting, in violation of Title 18, United States Code, Sections 1344 and 2).

COUNT THREE

(BANK FRAUD)

1. From in or about October 2004, until in or about April 2008, within the District of Columbia and elsewhere, the defendant AKINOLA GEORGE devised and intended to devise a scheme and aided and abetted the scheme to defraud a financial institution, that is, JP Morgan Chase Bank, and to obtain money owned by and under the custody and control of JP Morgan Chase Bank by means of false and fraudulent pretenses, representations, and promises.

2. Paragraphs 1 through 10 and 12 through 55 of Count One of this indictment are hereby realleged, and contain the description of the above-mentioned scheme.

(Bank Fraud and Aiding and Abetting, in violation of Title 18, United States Code, Sections 1344 and 2).

COUNT FOUR

(BANK FRAUD)

1. From in or about October 2004, until in or about April 2008, within the District of Columbia and elsewhere, the defendant AKINOLA GEORGE devised and intended to devise a scheme and aided and abetted the scheme to defraud a financial institution, that is, IndyMac Bank, and to obtain money owned by and under the custody and control of IndyMac Bank by means of false and fraudulent pretenses, representations, and promises.

2. Paragraphs 1 through 10 and 12 through 55 of Count One of this indictment are hereby realleged, and contain the description of the above-mentioned scheme.

(Bank Fraud and Aiding and Abetting, in violation of Title 18, United States Code, Sections 1344 and 2).

COUNTS FIVE THROUGH SEVEN

(MAIL FRAUD)

1. From in or about October 2004, until in or about April 2008, within the District of Columbia and elsewhere, the defendant AKINOLA GEORGE devised and intended to devise and aided and abetted a scheme to defraud mortgage lenders by obtaining excessive mortgage loans on properties through fraudulent loan applications, false appraisals, and fraudulent settlements, with such sales generating large cash proceeds, as is more fully described below.

2. Paragraphs 1 through 10 and 12 through 55 of Count One of this indictment are hereby realleged, and contain the description of the above-mentioned scheme.

3. Sometime on or after the dates listed below, in the District of Columbia and elsewhere, the defendant AKINOLA GEORGE for the purpose of executing, and attempting to execute and aiding and abetting the execution of the above-described scheme to defraud and for obtaining money and property by false and fraudulent pretenses, representations, and promises, did

knowingly cause to be delivered by the United States Postal Service or cause a private or commercial interstate carrier, from the District of Columbia Recorder of Deeds, located at 515 D Street, N.W., Washington, D.C. to an address where co-conspirator Firmani directed the mail to be sent, that is, the title company in the State of Maryland, mail matter, that is, file-stamped settlement documents for the properties located in the District of Columbia and listed below:

<u>COUNT</u>	<u>DATE</u>	<u>PROPERTY</u>
FIVE	July 19, 2007	1213 Florida Avenue, N.E.
SIX	July 19, 2007	1927 Gales Street, N.E.
SEVEN	June 2, 2008	4415 Sheriff Road, N.E.

(Mail Fraud, Aiding and Abetting and Causing an Act to Be Done, in violation of Title 18, United States Code, Sections 1341 and 2).

FORFEITURE ALLEGATION

1. The violations alleged in Counts One through Seven of this indictment are realleged and incorporated by reference herein for the purpose of alleging forfeiture to the United States of America pursuant to the provisions of Title 18, United States Code, Section 982(a)(2)(A) and/or Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

2. As a result of the offenses alleged in Counts One through Seven of this indictment, the defendant in this indictment shall forfeit to the United States any property constituting, or derived from, proceeds obtained directly or indirectly, as the result of conspiracy to commit bank fraud and/or conspiracy to commit mail fraud, in violation of Title 18, United States Code, Sections 371;

bank fraud, in violation of Title 18, United States Code, Section 1344; and mail fraud, in violation of Title 18, United States Code, Section 1341; including, but not limited to:

Money Judgment:

\$2.4 million which represents a sum of money equal to an amount of property constituting, or derived from, proceeds obtained, directly or indirectly, as the result of conspiracy to commit bank fraud and/or mail fraud, in violation of Title 18, United States Code, Sections 371; bank fraud, in violation of Title 18, United States Code, Section 1344; and mail fraud, in violation of Title 18, United States Code, Section 1341. Fed.R.Crim.P. 32.2(b)(1).

By virtue of the commission of the felony offenses charged in Counts One through Seven of this indictment, any and all interest that the defendant has in the property constituting, or derived from, proceeds obtained directly or indirectly, as the result of such offenses is vested in the United States and hereby forfeited to the United States pursuant to Title 18, United States Code, Section 982(a)(2)(A) and/or Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

3. If any of the property described above as being subject to forfeiture pursuant to Title 18, United States Code, Section 982(a)(2)(A) or Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), as a result of any act or omission of the defendant:

- (a) cannot be located upon the exercise of due diligence;
- (b) has been transferred or sold to, or deposited with, a third person;
- (c) has been placed beyond the jurisdiction of the Court;

- (d) has been substantially diminished in value; or
- (e) has been commingled with other property that cannot be subdivided without difficulty;

it is the intention of the United States, pursuant to Title 18, United States Code, Section 982(b)(1), incorporating by reference Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of said defendant up to the value of said property listed above as being subject to forfeiture.

(Criminal Forfeiture, in violation of Title 18, United States Code, Section, 982(a)(2)(A), Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c))

A TRUE BILL

FOREPERSON.

/s/

ATTORNEY FOR THE UNITED STATES IN
AND FOR THE DISTRICT OF COLUMBIA