

Exhibit E

ATTACHMENT TO SMALLER WORLD TRUST - "SETTLOR MANAGEMENT AGREEMENT"

DECLARATION OF NON BENEFICIAL OWNERSHIP
and
MANAGEMENT POLICY AGREEMENT
BETWEEN
WALT ANDERSON and SMALLER WORLD TRUST

This Declaration and Agreement is made and between:

Walt Anderson of 2012 Wyoming Avenue, NW, Washington DC, USA and

Smaller World Trust, a purpose trust operating in the British Virgin Islands, c/o Gold & Appel Transfer S.A. of P. O. Box 985, Wickhams Cay, Road Town, Tortola, British Virgin Islands

Whereas;

Walt Anderson is the SETTLOR of the SMALLER WORLD TRUST.

The SETTLOR does not intend now or in the future to have any beneficial interest or rights to the assets of the Trust or "Purpose Trust" to be formed.

Walt Anderson has granted 100% of the issued shares of Gold & Appel Transfer S.A. (a British Islands Corporation) to the Trust. Gold & Appel was previously owned by Icomnet Ltd.

Walt Anderson arranged the formation of Iceberg Transport S.A. (a Panama Corporation) and has granted 100% of the issued shares of Iceberg Transport S.A. to the Trust.

Walt Anderson has invested his time and effort and funds to set up and organize the initial structure of the Trust.

Walt Anderson will be performing various management duties for Iceberg Transport, Gold & Appel and other Trust related companies and organizations and may become an officer, partner, director or senior manager for companies in which the trust has investments.

Walt Anderson is not the beneficial owner of any portion of Iceberg Transport S.A. or Gold & Appel Transfer S.A.

Iceberg Transport S.A. and Gold & Appel Transfer S.A. are located in low tax jurisdictions in order to legally maximise the return on investment activities.

Walt Anderson, under separate agreements with Gold & Appel Transfer S.A. has been engaged to provide management services for and on behalf of Gold & Appel Transfer S.A.

SWF-000057

Walt Anderson is a US Citizen and is subject to United States federal income tax. The Trust is based in BVI and is not subject to taxation on its income. Walt Anderson and the Smaller World Trust agree that his activities for and on behalf of The trust and organizations related to the trust be clearly defined and separate from activities that he undertakes on his own behalf so as not to create any legal problems or tax consequences for himself or the Trust.

Walt Anderson, Gold & Appel Transfer and Iceberg Transport have obtained legal and professional advice relating the structure, management, operations and overall intentions of the Trust. The Purpose of this advice was make sure that the Trust, Anderson and other working for and on behalf of the Trust would be able to comply with all laws, regulations, disclosure requirements or other legal issues in all the jurisdictions which will be affected by the Trust activities.

Smaller World Trust and Walt Anderson have made a good faith effort to meet any and all legal requirements that would impact the operation of the Trust while still remaining true to the intentions of the trust document. To the best knowledge of the parties to this agreement, the Trust structure and Provisions are in compliance with all existing laws and regulations that might effect the Trust, it's associated investment companies and Walt Anderson it's SETTLOR.

The Smaller World Trust and Walt Anderson agree to set up clear operational ground rules, guidelines, agreements and declarations in relation to his activities for and on behalf of the Trust.

Therefore; The parties agree as follows:

1. Walt Anderson does not have any beneficial ownership in the Smaller World Trust or related companies (gold & Appel Transfer S.A, and Iceberg Transport S.A.).
2. Initially under the trust structure, Gold & Appel Transfer S.A will be the company which directly holds and manages investment of the Smaller World Trust.
3. Initially Iceberg Transport S.A. will hold 100% ownership in Gold & Appel and in turn 100% of Iceberg Transport will be owned by the Trust.
4. Walt Anderson, as Grantor of the Trust, has an interest in the assets which he granted to the trust to remain in possession and control of the Trust and for them to be available to fund the "Purpose Trust" to be formed.
5. As part of an effort to increase the privacy and confidentiality of the Trust, Walt Anderson formed Iceberg Transport S.A, a Panama Corporation which is currently has both board and officers

SWF-000058

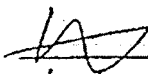
receives the benefit of such exercise or transfer, then Walt Anderson will not be held liable in the event it is found that the Transfer or exercise was not necessary or the best course of action.

15. Smaller Worlds Trust has specifically given Walt Anderson authority to act for and on behalf of the Trust in relation to the options in Gold & Appel. Smaller World Trust can revoke this power at any time for any reason and Walt Anderson agrees to take whatever actions in relation to the option in Gold & Appel that are instructed by the TRUSTEE of the Trust.
16. In relation to his work for and on behalf of the Smaller World Trust, related companies of the Trust or other organizations in which the trust may hold an interest, Walt Anderson agrees that he will not accept any commissions, kickbacks, or other compensation which is not reported to the Smaller World Trust and Director and Officers or the companies.
17. Walt Anderson is currently the manager of investment activities for Gold & Appel. He agrees not to receive payment in relation to management services performed for and on behalf of Gold & Appel of greater than \$450,000 US Dollars per year.
18. Walt Anderson may provide management services for Gold & Appel through a wholly owned corporation or LLC or other legal structure for limited liability within the United States or any other jurisdiction he chooses.
19. Walt Anderson waives management fees from Gold & Appel for the first 2 year of the Trust operations.
20. Walt Anderson agrees not to accept or receive any compensation (including, fees, salary, options, bonus payments) from companies in which Smaller World Trust has made investments to, other than compensation which he may earn as an employee, officer, board of director or other position that is approved by the Board of Directors of the company which he serves and which is commensurate with the compensation of others in the company doing the same or similar work and which is reasonable in relation to other performing the same functions.
21. Walt Anderson will not take any actions resulting in the transfer of any assets of Smaller World Trust or any related organizations to himself or any other entity which he may own in whole or in part without him paying appropriate arms length compensation for such assets. Any such transfer if it occurs will be documented by a written agreement which will become part of Trust records.
22. Any business relationship, stock sales or purchases, loans, or other business activities which occurs between Walt Anderson and the Smaller World Trust and organizations related to or owned by the Trust must be an arms length transaction and be documented by written agreements on file with the Trust.

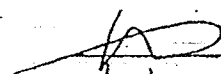
23. Walt Anderson agrees to keep all information obtained in relation to his duties for the Trust or for Trust related companies confidential and private and to respect all the privacy and confidentiality provisions of the Trust.
24. Walt Anderson and the Smaller World Trust agree that Walt Anderson will enter into management agreements with similar terms and conditions to this agreement directly with Gold & Appel Transfer S.A and Iceberg Transport S.A. These agreement will not identify The Smaller World Trust as the ultimate owner of these companies in the event that these agreement need to be disclosed to third parties. These management agreements may be fully disclosed to third parties and will not be part of the confidentiality and privacy restrictions of the Smaller World Trust.
25. Walt Anderson is further authorized to disclose his relationship to the companies owned by the Trust, his authority in relation to these companies and any compensation he receives from the companies at any that this would be reasonable or appropriate in the course (such as due diligence or tax reporting).
26. Walt Anderson and Smaller World Trust agree that from time to time the Trust may directly or through investment companies of the Trust issue Powers of Attorney or other authority to Walt Anderson to act for and on behalf of these organizations. No Power of Attorney or other authority issued or granted by the Smaller World Trust or related organizations shall confer any additional right to any beneficial ownership of the Trust assets. Any Power of Attorney or authority is issued solely for Walt Anderson to act for and on behalf of the Trust or Trust related organizations.

WALT ANDERSON

SMALLER WORLD TRUST



1/10/93
date



1/10/93
date

Exhibit F

AGREEMENT and OPTION

This agreement is made by and between Walt Anderson (WA), ICOMNET S.A. (ICOMNET) and Gold & Appel Transfer (a corporation to be formed) as of this the 2nd Day of December 1991.

Michael Potu

Whereas,

WA is the holder of majority interest of stock in Mid Atlantic Telecom, Inc.

The stock in Mid Atlantic has no public value and the financial statements of Mid Atlantic Telecom, Inc. indicate a negative net worth.

ICOMNET and WA wish to form a company to be called Gold & Appel Transfer and to be owned by both parties and to act as a holding company for investments.

Therefore, WA and ICOMNET and Gold & Appel Transfer, for mutual consideration, agree as follows:

That Walt Anderson agrees to sell up to 700,000 shares of Mid Atlantic Telecom, Inc. to a company to be formed Called Gold & Appel Transfer.

That the purchase price of the stock will be \$0.03 per share.

That The company to be formed, Gold & Appel Transfer, once it is formed and legally incorporated, will have the option to purchase up to 700,000 shares of Mid Atlantic Telecom, Inc. for a period of 2 years from the date of this agreement.

That ICOMNET and WA agree that WA will have the option to purchase controlling interest of over 60% of the stock in Gold & Appel once it is formed at the par value to be not more than \$0.01 per share. This option shall be available for at least one year after the date of incorporation.

The parties agree That Gold & Appel Transfer will be incorporated in a venue using common law and with a low tax rate on investment activity or holding companies.

WA
Walt Anderson

Michael Potu
Icomnet S.A.

Michael Potu
Icomnet S.A. for Gold & Appel Transfer

WA
Walt Anderson for Gold & Appel Transfer

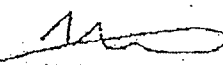
*Two Separate
AGREEMENTS
12/22/91 CREDITED
RELATIONSHIP*


AGREEMENT

This Agreement is made on this the 22nd day of December 1991 between Walt Anderson (WA) 2021 L Street, N.W., Suite 300, Washington D.C. 20036 and ICOMNET S.A. (ICOMNET) 1920 L Street, N.W., 5th Floor, Washington D.C. 20036.

The parties agree as follows:

1. That WA and ICOMNET will form a corporation to be known as Gold & Apple Transfer.
2. That WA will maintain substantial control over the corporation through, having the title of president and Chairman of the corporation, through having a power of attorney granting him the right to control all transactions of the corporation and through having options to purchase up to 99% of the shares of the corporation at nominal cost at any time.
3. That ICOMNET will pay all cost to form the corporation once the corporation is formed ICOMNET will purchase 1% of the authorized shares of the corporation.
4. That WA will transfer up to 700,000 of the shares he owns in Mid Atlantic Telecom, Inc. to Gold & Apple, the corporation, for \$0.03 per share.
5. That WA will agree that Gold & Apple may use those shares to secure lines of credit or bank loans for ICOMNET operations of up to 1 million dollars. ICOMNET will pay any and all interest, expenses or other cost incurred in utilizing this collateral.
6. That in the event of liquidation of Gold & Apple or ICOMNET, that WA shall have the right to all proceeds of liquidation after any claims from creditors are paid.
7. That in the event that the ownership of ICOMNET changes during the term of this agreement, that WA shall have the right and option to withdraw the collateral and to purchase the 1% of shares of Gold & Apple from ICOMNET at the same price that ICOMNET paid.


Walt Anderson - SIGNATURE


ICOMNET - SIGNATURE

0006066

4-2-01
ML

Exhibit G

31 July 1996

RECEIVED
- 2 AUG 1996
NHB

Mr. Neale Butler
Canal Trust Company Ltd.
No. 1 Le Couteur Court
Mulcaster Street, St. Helier
Jersey, JE4 8XZ
Channel Islands

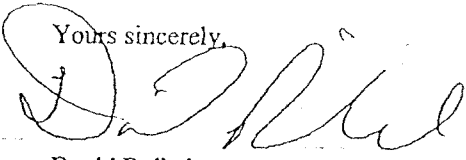
Dear Mr. Butler:

Enclosed please find a Stock Transfer Form executed by Walt Anderson transferring 220,000 shares of Esprit Telecom (Jersey) Limited to Gold & Appel Transfer S.A.

Mr. Anderson states that he has lost share certificate number 6 in the amount of 270,000 shares, and that he will forward to you directly a signed indemnity in the form that Canal Trust has transmitted to me previously.

Upon completion of the transfer, please forward to me the certificate for Gold & Appel Transfer S.A. in the amount of 220,000 shares. However, please retain the new certificate for Walt Anderson in the amount of the remaining 50,000 shares, as he may be making another transfer in the near future. Thank you for your assistance.

Yours sincerely,



David Reibel

GOVERNMENT EXHIBIT
No. Canal-15
Cr. # 05-0066 (PLF)

Esprit Telecom
World Trade Center
Strawinskylaan 929
1077 XX Amsterdam
The Netherlands

Tel: 31 (0)20 675 51 88 Fax: 31 (0)20 664 61 14

JR-00001677

Exhibit H

1 a Smaller World Trust, all of this stuff would be reported on
2 Mr. Anderson's 1040. That's what the report... I think they
3 have that right here.

4 Yeah, on page -- down the bottom it says page 6 of 8,
5 hypothetical tax computation based on collapsing all separate
6 entities and Anderson reporting income on his personal tax
7 return. That's how they came up with their hypothetical tax
8 computation.

9 **Q.** Did they change any of your computations?

10 **A.** No. It appeared that they took my numbers and then just
11 supplied an alternate tax method to it.

12 **Q.** And did Gold & Appel and Iceberg, from all the evidence that
13 you reviewed over the seven years you've been on this case,
14 exist?

15 **A.** Yes. Those were legal entities that did exist in their
16 jurisdictions.

17 **Q.** And based upon the advice that you received from the various
18 revenue agents as well as from the IRS, can you disregard those
19 entities?

20 **A.** No, we could not.

21 **THE COURT:** Because?

22 **THE WITNESS:** Because they were legally-formed

23 entities. This wasn't a situation where it was a pretend

24 company. It was a company that actually, you know, was legally

25 constituted in the British Virgin Islands as far as Gold & Appel

1 is concerned.

2 BY MS. MENZER:

3 **Q.** In addition just to being legally formed, how did it
4 operate?

3:17:22 5 **A.** It operated as a business, and their report also states that
6 Mr. Anderson respected the integrity of the separate entities.

7 On pages 3 through -- I think three through four talk
8 about how Mr. Anderson respected the entities separately. Gold
9 & Appel was a separate entity which he kept separate from his

3:17:51 10 personal items.

11 **Q.** For those reasons you concluded?

12 **A.** That Gold & Appel was an entity that could not be
13 disregarded.

14 MS. MENZER: I have no further questions, Your Honor.

03:18:02 15 THE COURT: Thank you. I think we probably ought to
16 break for lunch.

17 MS. PETERSON: I agree. The only thing I wanted to do
18 is just to make sure there's no one here this morning who can't
19 be here this afternoon who wanted to say anything.

03:18:14 20 If there was, I wanted to ask the court to take just a
21 couple of minutes to let anyone make their -- I know nobody
22 plans on talking more than a couple of minutes, if at all, and I
23 might -- I believe everyone who is here can come back this
24 afternoon.

03:18:28 25 THE COURT: We'll get all of that done this afternoon,

Exhibit I

WALT ANDERSON

TRUSTEE OF UK TRUST

N 202 467 1199

TWCD

100%



Gold + Apple Transfer SA



Iceberg Transport SA

?

per Water -
not a CFC

U.S.

D.C.

EXHIBIT I
PAGE 2

BVI

Paradise

BUCH 03218

Exhibit J

**CUSTODIAN AGREEMENT
For
SMALLER WORLD TRUST
With
Silvia Rubio de Molina**

This agreement is made by and between the Smaller World Trust a trust created October 1, 1993 of the British Virgin Islands located at Smaller World Trust c/o Gold & Appel Transfer S.A., Trustee, Omar Hodges Building, P.O. Box 985, Wickhams Cay, Road Town, Tortola, British Virgin Islands and Silvia Rubio De Molina - Abogado (SILVIA RUBIO DE MOLINA) located at Los Madrazo 30, Attico, Madrid 28008, Spain.

Whereas:

Ms. Rubio de Molina has agreed to accept the post of PROTECTOR of the (Smaller World Trust a purpose trust to be formed in 2006) in the event that Initial Protector is for any reason not longer able to perform the duties of Protector.

The Trustee has an interest in having a Custodian of Documents in order to Protect against the loss of critical documents related to the Trust and to provide continuity in the event of loss of personnel of the Trust.

Silvia Rubio de Molina has agreed to act as Protector of a Trust to be formed in 2006 in the event the Initial Protector can not serve for any reason. This new Purpose Trust will be granted all the assets of the Trust.

Therefore the parties agree as follows:


1. Trustee agrees to designate Silvia Rubio de Molina a Custodian of Documents for the Trust
2. Silvia Rubio de Molina agrees to maintain and protect any materials sent to here by Trust or trust related organizations on behalf and for the Trust.
3. Silvia Rubio de Molina has read the confidentiality provisions of the Trust agree to follow these provisions and to not divulge the existence of the Trust of any other confidential matters related to the trust to anyone without the specific instructions of Trustee or Protector.
4. Silvia Rubio de Molina agrees to keep any documents, files, computer discs (Materials) which may be placed in her care confidential and private.
5. Silvia Rubio de Molina agrees to take all reasonable steps for the safekeeping and security of Materials placed in her care.
6. Silvia Rubio de Molina agrees that for the Smaller World Trust will be considered her client and that all communications between her and the Trust, Individuals working with or on behalf of the Trust or trust related organizations will be held under will be considered attorney client privileged.
7. Other than the role of Custodian, Silvia Rubio de Molina may have access to Materials on her own behalf in order to become familiar with the activities of the Trust and Trust related activities in the event that she becomes Protector of the Purpose Trust to be formed.

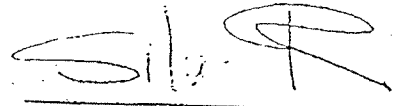
SWF-000066

8. Silvia Rubio de Molina will be compensated for her services as Custodian at the rate of 100,000 (One Hundred Thousand Pesetas per year). Silvia Rubio de Molina agrees that she has already been compensated for the first 5 years of Custodian services.
9. In addition to specific compensation, Custodian shall be entitled to be reimbursed for any expenses incurred on behalf of the Trust in relation to the duties of Custodian.
10. Custodian term of service will be for a period of 8 years unless terminated by the Trustee. In the event that Trustee terminates Silvia Rubio de Molina services as Custodian of Documents then she agrees to return all materials to Trustee or anyone designated by Trustee within 30 days.
11. Custodian shall have no authority to take any actions on behalf of or for the Trust unless specifically instructed by the Trustee.
12. Silvia Rubio de Molina is not a beneficial owner or beneficiary of the Trust.
13. This agreement is to be construed under the laws of the British Virgin Islands and in the event of dispute be adjudicated by a court in the British Virgin Islands.

Smaller World Trust
Gold & Appel Transfer S.A
Trustee

Silvia Rubia De Molina


Walt Anderson
Power of Attorney in Fact


as Individual

30/1/96

9/02/96

Exhibit K

discussed the charges in the indictment with your lawyers?
 THE DEFENDANT: Yes.
 THE COURT: Count Five, which begins on page 15,
 charges tax evasion for the calendar year 1998. I'm not going
 to read it. It goes on for a page and a half, and it says that
 the allegations there constitute a violation of Title 26,
 United States Code, Section 7201. Count Six, pages 17 through
 the middle of page 18, charges tax evasion for the year 1999,
 in violation of Title 26, United States Code, Section 7201.
 And Count 11, fraud in the first degree, for calendar year
 1999, charges a violation of Title 22 of the District of
 Columbia Code, Section 3221. That's pages 25 through 26 of the
 superseding indictment. And that's fraud in the first degree.
 Do you understand those three specific charges, Mr. Anderson?
 THE DEFENDANT: I do.
 THE COURT: And you've discussed them and the plea to
 each of those charges in-depth with your lawyers?
 THE DEFENDANT: Yes. However, we don't agree with
 all of the allegations of the government, but I am agreeing to
 plead guilty to those charges.
 THE COURT: I understand that. From my perspective
 and I think from the government's perspective as well, when we
 get to the point of asking them to outline their case and
 asking you and Ms. Peterson what you want to say, I have to be
 satisfied that you're admitting to enough of the facts and the

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Exhibit L

EXCEPTIONAL INCIDENTS**CTF A SUMMERTIME AIR CONDITIONER FAILURE**

Mr. Anderson was housed in Unit D1A in the CTF housing unit in the summer of 2005. On June 15th, 2005 the air conditioning / cooling system in building D failed. This building along with the entire CTF facility is sealed environment. The windows cannot be opened and all access doors must remain closed at all times for security reasons.

The chart below show the LOW and HIGH temperature during the time the cooling system was inoperable (see EXHIBIT 12 for additional details on temperature)

OUTDOOR TEMPERATURES IN WASHINGTON DC AREA
BETWEEN JUNE 15, 2005 AND JULY 31, 2005

DATE	HIGH	LOW	DATE	HIGH	LOW
JUNE 15, 2005	88	75	JULY 9, 2005	87	67
JUNE 16, 2005	84	68	JULY 10, 2005	89	69
JUNE 17, 2005	77	61	JULY 11, 2005	91	70
JUNE 18, 2005	81	59	JULY 12, 2005	91	75
JUNE 19, 2005	79	64	JULY 13, 2005	87	74
JUNE 20, 2005	75	61	JULY 14, 2005	86	75
JUNE 21, 2005	83	60	JULY 15, 2005	86	75
JUNE 22, 2005	83	67	JULY 16, 2005	90	75
JUNE 23, 2005	84	64	JULY 17, 2005	89	74
JUNE 24, 2005	86	66	JULY 18, 2005	90	77
JUNE 25, 2005	91	67	JULY 19, 2005	91	77
JUNE 26, 2005	91	68	JULY 20, 2005	90	77
JUNE 27, 2005	84	74	JULY 21, 2005	95	74
JUNE 28, 2005	94	74	JULY 22, 2005	92	74
JUNE 29, 2005	86	68	JULY 23, 2005	87	71
JUNE 30, 2005	90	69	JULY 24, 2005	85	66
JULY 1, 2005	93	74	JULY 25, 2005	93	72
JULY 2, 2005	87	74	JULY 26, 2005	97	78
JULY 3, 2005	86	70	JULY 27, 2005	97	74
JULY 4, 2005	89	72	JULY 28, 2005	84	71
JULY 5, 2005	91	72	JULY 29, 2005	78	73
JULY 6, 2005	86	71	JULY 30, 2005	84	73
JULY 7, 2005	83	71	JULY 31, 2005	83	71
JULY 8, 2005	81	66			

The CTF Building is completely sealed. The windows do not open and the doors remain closed at all time due to security considerations. The building Heating /Cooling system must be operations at all time for the building to remain safe to occupy.

The building has significant internal heat sources:

Human generated heat- 360 to 392 inmates are housed in Building D of the

EXHIBIT L - PAGE 2

CTF. Each adult human generate significant heat which a functioning air cooling system is designed to disperse. Even sleeping an adult generate around 71 calories per hours

Building Equipment – Electric lights, elevators, security controls. Each unit has lighting which remain on 24 hours per day. CTF has arc light in the common area. These lights are a least 12,500 watts per unit and building has 8 units. The building has 4 elevators and a large amount of electronic security and control equipment all of which generates heat.

Washer / Dryer in each unit -- Dryer unit in unit was setup to vent hot air to the unit, not to an outside vent . This is a violation housing and fire codes and causes some serious air quality problems. During the cooling system failure good sense would have assumed that no one would turn on the dryer and put 2500 watts of additional heat into the unit. Many people housed in building D at the CTF lack good sense and the CTF officials did not take steps to disable this additional heat source.

Between June 15th and July 31st, 2005 building D reached temperatures of over 130 degrees f (55 C) for long periods of time. Inmates suffered serious health problems and many with pre-existing conditions were is seriously affected. Inmates passed out form heat on a number of occasions, but were not evacuated form the building. No effort was made to shift inmates into other facilities.

Washington Post wrote an article reporting the terrible condition at the CTF facility on July 25th, 2005. (EXHIBIT 13) Shortly after the article appeared the CTF official made the effort to fix the broken cooling system in building D. Senior official are quoted in the article claiming that the temperatures inside the building were 75 degrees on July 24th, 2005 were not honest. The amount of heat sources in the sealed building and the outside temperature would not have allowed the temperature to go below 90 degrees F even in coolest part of the day. It is possible that CTF official quoted in the article was talking about the temperature in his office in Building A where the cooling system was operational.

The only way for building D to lose heat was for it to propagate out of the cement walls and tiny windows. building was connected to other CTF building on 2-sides and so no heat could propagate out of the building in those directions.

Most of the inmates housed in building D at the CTF were there for minor non-violent crimes. Most had sentences of less than 6 months. No effort was made to evacuate this building even after inmate began to pas out form heat related medical problems.

HARRASMENT AND ABUSIVE TREATMENT BY CDF OFFICER

Mr. Anderson has suffered the abusive treatment of Officer V. Robinson for over 3 months. Officer Robinson is often stationed at the 2nd floor visitors hall area where Mr. Anderson must pass to go to the law library and to his social and legal visits. Officer Robinson appears to be trying to provoke some serious incident with Mr. Anderson.

EXHIBIT L - PAGE 3

The harassment has been going on since November of 2006. Mr. Anderson has filed 4 grievances and asked senior officer to intervene and has even written to the Warden of the CDF to try to resolve this ongoing threat.(see EXHIBIT 18).

No resolution has occurred and the abuse and harassment continue.

DENIAL OF MEDICAL CARE

Mr. Anderson has been denied basic medical care and access to a doctor on a number of occasions. (Exhibit 15)

The most serious incident occurred at the CTF facility. Beginning in late May of 2005, Mr. Anderson requested access to a doctor to resolve a problem with an upper respiratory infection. The normal treatment for this type of infection is to take the correct antibiotic for a specified period of time. Mr. Anderson put in sick call requests multiple times and was in contact with the nursing staff that visited the housing unit where he was held. He also contacted other senior officer of the CTF but was not given access to a doctor. His infection became more serious and he began having problems breathing. Around the 1st of June he finally saw a doctor who after examining him for less than 2 minutes prescribed a particular antibiotic for his condition. Mr. Anderson had suffered from this type of infection on a number of prior occasions and knew that this particular antibiotic prescribed had not been effective in the past for him. The doctor refused to listen to Mr. Anderson and after he took this antibiotic for one week his infection had only become worse.

Mr. Anderson asked once again to see a doctor. He was refused. He escalated his efforts by writing grievances, writing to CTF officials and even sent a letter to the Warden of CTF, Fred Figueroa. He received no response to his many request to see a doctor and his condition was getting more serious as his "upper" respiratory infection had migrated to become a "lower" respiratory infection. This type of infection is often associated with pneumonia. He still could not get access to a doctor or the proper medication. Finally at the end of August 2005, more than 2 months after he first requested medical care, his Mother contacted the senior medical doctor at the CTF and demanded treatment for Mr. Anderson. Mr. Anderson was seen by this doctor and given the correct medication. No tests were ever performed or follow-up on this condition. In the final weeks before his treatment Mr. Anderson could not sleep laying down since he could not breath well.

Two other similar occasions have occurred at the CDF facility. One of these occasions lasted 1 month and the other began on December 1st 2006 and has not been resolved as of February 9th, 2007.

SLEEP DEPRIVATION

SLEEP DEPRIVATION AT CDF

The schedule of activities at the CDF facility are set up in such a way that it is impossible to get more than a few hours of sleep each night. CDF management has full control over the schedule and activities which interrupt inmates sleep multiple times each night and which do not allow more than a few hours of uninterrupted sleep. The intent of this schedule may not have been to create sleep deprivation but the serious mental and physical effects of sleep deprivation are the same with or without intent. This ongoing disruptive schedule has had and continues to have a serious effect on Mr. Anderson's ability to maintain his mental and physical health and his ability to be able to concentrate effectively on assisting his legal counsel with his case.

The conditions which exist at the CDF which create sleep deprivation are completely under the control of CDF officials. Other detention facilities have been able to arrange their schedules to allow 6 to 8 hours of quiet time each night to allow inmates to sleep. The negative effects of sleep deprivation are well known. Hundreds of articles are in the public domain and a lot of research has been conducted, including the recent "research" by the US military at Guantanamo and Abu Ghraib prisons. EXHIBIT 10 contains 2 articles which were found on the internet after just a minute of "search" that contain information about the effects of sleep deprivation

DETAILED SLEEP DEPRIVATION CONDITIONS AT CDF

The housing units at the CDF facility are made of brick and metal and no effort has been made to put in any sound dampening panels or design the area to reduce echoes and sound propagation. Every sound made in a unit echoes throughout the unit making it possible to hear sounds from all parts of the unit. The doors to the cells at CDF are not soundproof and in fact have openings which allow all the sounds from the common area of the unit to enter.

CDF officials have created a schedule which wakes up inmates numerous times each night. This schedule does not allow inmates to have continuous and uninterrupted sleep for more than 1½ hours at a stretch. Some of these interruptions of sleep could possibly be considered simply bad planning, such as medication call in the middle of the night that could easily be adjusted to conform with a different 24 hour medication schedule. It is hard to imagine though how waking someone in the middle of the night (4:00 AM) to serve coffee (caffeine) could be anything other than a cruel joke since this is the only time of day that coffee is ever served in the CDF.

ADDITIONAL HOURS OF SLEEP DEPRIVATIONS FOR INMATES FACING TRIAL

Inmates who need to be transported to court face additional sleep deprivation due to the process used to transport them. An inmate facing a long trial will have to suffer

from an almost impossible schedule for 4 to 5 nights per week. The few days available on weekend are not enough to recover lost sleep. The physical health problems created by sleep deprivation can be long term and not easily resolved.

CDF SCHEDULE APPEARS DESIGNED FOR SLEEP DEPRIVATION

Sleep deprivation is an effective form of torture and can have major effects after only a few days. Research shows that a person subject to sleep deprivation does not have normal problem solving ability, judgment or intellectual ability. Sleep deprivation is routinely used to as torture to break down mental resistance and weaken t resolve. Sleep deprivation also has some serious physical effects many of which have lng term consequences. These physical effects can become life threatening in a very short time.

Based on the current research and medical studies, it is unlikely that a person subject to the regular sleep deprivation regimen in the DC jail could have the ability to effectively and knowledgably assist their legal counsel in a complicated case. The level of sleep deprivation in the "court" schedule can reduce the hours of sleep each 24 hours to levels which completely impair an individual mentally and which threaten serious physical consequences.

Inmates who try to make up for lost sleep during daytime hours are unlikely to be successful due to daytime activities and high-noise level in the units. Due to overcrowding the CDF can not allow all inmate in a housing unit out into the common area at one time so they had adopted a split schedule which allows inmates out around 4 hours per days. The days alternate so one day an inmate is out in the morning and the next day the inmate is out during the late afternoon/evening. This changing schedule makes it difficult for any inmate to establish some regular sleeping pattern to make up for the sleep lost during the night.

Below are the typical schedules for a regular night at the CDF and a night when a inmate is taken from CDF out to court.

TYPICALL "SLEEP" SCHEDULE ON REGULAR NIGHT

Lock in Cells	22:30
Noise level is high due to inmates shouting/ screaming until most are asleep	00:30
Television stays on for Corrections Officers and detailees until	01:30 - 03:00
Call for "Medication". This involves Correction officers shouting the names Of inmates who receive medication and Noisily opening doors of cells	02:30
Inmates who have Court are woken to take showers This is done Via shouting and loudly opening Cell doors	03:00

EXHIBIT L - PAGE 6

Inmates are served coffee in the middle of the night. Involved detail Employees going To Each cell and shouting "COFFEE!!!" "COFFEE!!!" As loudly as possible. (coffee is not available any other time of the day) 04:00

Breakfast served over 45 minutes including tray removal 05:00 - 05:45

Additional medication Call for certain inmates (nurse come by with pills and must wake and speak to some of the inmates. This can be heard throughout the unit) 05:30

Laundry service for sheets & towels (the only opportunity for clean sheets Requires you to give up your only set of sheets and sleep rest of night on The thin plastic covered mattress) 07:00

Television in units is operated at full volume 05:45 - 09:00

NOTES: During the night other activities can occur: Operation of loud floor waxing machine outside the doors of cells, Correction employees in load discussion/arguments, Inmates having arguments or randomly screaming, medical emergencies. Time Listed above often shift 1/2 to 1 hour earlier or later.

TYPICALL "SLEEP" SCHEDULE ON COURT NIGHT

Lock in Cells 22:30

Noise level is high due to inmates shouting/ screaming until most are asleep 00:30

Television stays on for Corrections Officers and unit employees until 01:30 - 03:00

Call for "Medication" . This involves Correction officers shouting the names Of inmates who receive medication and Noisily opening doors of cells 02:30

Inmates who have Court are woken to take showers This is done Via shouting and loudly opening Cell doors 03:00

Inmates are served coffee in the middle of the night. Involved detail Employees going To Each cell and shouting "COFFEE" "COFFEE" As loudly as possible. (coffee is not available any other time of the day) 04:00

Breakfast served 05:00 - 05:45

Inmates going to Court leave cells and go common area in unit 05:45

Inmates going to court moved to ground floor 06:00 - 06:30

50 to 100 other inmates held in small room without enough seats 06:15 - 07:00

Inmates are strip searched in large groups 06:30 - 07:15

Inmates placed in another holding area with limited number of metal Benches 07:00 - 08:00

Inmates are chained at legs, hands and waist 07:15 - 08:15

Inmates are transported to courthouse in vans (no jackets provide During cold Weather, vans do are over packed beyond safe design 07:30 - 07:45

Limits and no seat belts are provided.

Inmates are laced in holding area in basement of Federal Courthouse until 07:45 Court appearance. Hard metal benches. (Temperature is always freezing cold even in the summer)

NOTES ON COURT SCHEDULE:

Inmates are returned to the Central detention facility some times as late as 19:00 hours and then inmates often must wait in the intake area of CDF during the evening "count" which ends at around 20:45. Every other day inmate has "recreation time" in the evening for around 4 hours. On evening recreation days inmate will then have a few hours to take shower, make phone calls eat diner etc. On days with no "recreation time", inmate will then be locked in cell for the night and have no access to phone & shower during recreation period

This schedule allows little time to consult with legal advisors and no time to prepare any materials for next court day.

For lunch while at courthouse, inmate receives a paper bag with some stale bread and cheese to make themselves a sandwich. No provision is made form inmates on special medical diets while at the courthouse. Inmate can get water form the dirty sink shared with other inmates in the holding cells.

SLEEP DEPRIVATION CONCLUSION

The activities scheduled by CDF during the night hours create sleep deprivation. It difficult for anyone subject to this schedule to maintain there physical and mental health and be able to be maintain the mental acuity to effectively assist legal counsel in preparing of a complicated legal case.

The abusive and punitive schedule maintained for inmates going out to court would make it impossible for any inmate to be able to be effectively participate in their legal defense at trial after a few days of excessive sleep deprivation.

Mr. Anderson's tax charges are unique and technically complicated. His case involves details of business activities and transactions which go back over 16 years. The amount of documents and computer records related to his case which needs to access, revue and summarize for his legal counsel would be challenging for a defendant who was not incarcerated. The effects of the sleep deprivation on Mr. Anderson since his incarceration have already been profound. Mr. Anderson also had a reasonable fear of that the physical effects of sleep deprivation due to the additional loss of sleep during a long trial would be life threatening.

CDF official may claim that hey are not intentionally torturing the inmates under their care and that the draconian and tortuous sleep deprivation schedule now in effect at the CDF facility is not intentional. This is not a credible excuse. This schedule has been in effect for many years. The schedule is completely under the control of the CDF officials. The effects of sleep deprivation are well document and well known. This is negligence or gross negligence on the part of the DC Department of Corrections.

SENSORY DEPRIVATION