

ITALIAN-TRUST FUNDING AGREEMENT

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IRREVOCABLE OFFER OF DOUBLE-REPAYMENT WITH FIRST RIGHT OF REFUSAL

Instrument type: Unilateral irrevocable offer · open for acceptance by Offeree **Date executed by Offeror:** 9 May 2026 **Place of execution:** Ontario, Canada **Companion instrument:** ICCPR Optional Protocol 1 · Rule 94 Demand Letter dated 9 May 2026 · §3.5 Italian-Republic Trust Alternative **Public verification anchor:** <https://denialbydesign.org/evidence/italian-trust/>

PARTIES

OFFEROR:

Francesco Giovanni Longo Italian-origin national · Calabrian heritage Resident, Ontario, Canada Email: flongo11@gmail.com Public archive: <https://denialbydesign.org> · <https://lookoutlongo.com>

OFFEREE (any one or more of the following Italian-Republic instrumentalities, individually or collectively):

1. **Repubblica Italiana** acting through the Ministero degli Affari Esteri e della Cooperazione Internazionale (MAECI)
 2. **Ambasciata d'Italia, Ottawa** · Canada
 3. **Consolato Generale d'Italia, Toronto / Montréal / Vancouver / London**
 4. **Procura della Repubblica di Bari** (which, on 4 May 2026, transmitted a DKIM-verified substantive reply on giustizia.it infrastructure)
 5. **Ministero della Giustizia** · Italian Republic
 6. **Direzione Investigativa Antimafia** (DIA) and the Procura Nazionale Antimafia — particularly given documented Canary-token forensic evidence of a 33-minute uninterrupted download of the Petitioner's case file from a Rojano Gravina IP address (per § Recital E)
 7. Any duly authorized fiduciary or trustee designated by any of the above
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RECITALS

A. The Underlying Cause of Action. Offeror is the petitioner of record on a 21-year continuing pattern of malicious, deliberate, and willfully intentional rights violations by agents of the Government of Canada and the Government of the United States, particularized in the Rule 94 Demand Letter of even date.

B. Italian-Republic Procedural Engagement. Offeror has demonstrably and procedurally engaged the Italian Republic through:

1. The Ambasciata d'Italia, Ottawa — auto-acknowledgment of 5 March 2026 to the Petitioner's emergency communication addressed to Justice Karakatsanis;
2. The Consolato d'Italia, Londra — auto-reply of 4 May 2026 expressly characterizing Petitioner's correspondence within the rubric of ICCPR Optional Protocol 1 Rule 94 interim-measures jurisdiction;
3. The Procura della Repubblica di Bari — DKIM-verified substantive reply of 4 May 2026 07:34 UTC on *giustizia.it* infrastructure;
4. Antigone Onlus — DKIM-verified reply of 4 May 2026 10:11 CEST.

C. The INSPIRE-27 Wave. On 1 May 2026 11:46 EDT, Offeror transmitted formal notification to 65 institutional recipients across 27 countries, including 7 Italian apex bodies. On 1 May 2026 13:33 EDT, Offeror transmitted a 43-recipient Italian-language wave to press, broadcasters, legal press, parliament, and diaspora — total 50 unique Italian addresses contacted on a single day.

D. Italian-Origin Heritage. Offeror is of Italian origin (Calabrian heritage). Offeror's father was an Italian military police officer; Offeror's uncle Giovanni Longo was an Italian Carabinieri. Offeror is named Francesco Giovanni in honor of that lineage. Offeror's family in Tampa, Florida fed Italian-American and local law-enforcement officers free of charge for years, sustaining a publicly attestable record of pro-state, anti-criminal civic conduct.

E. Antimafia-Adjacent Forensic Evidence. Canary-token instrumentation embedded in Offeror's case archive recorded a 33-minute uninterrupted download from an IP geolocated to Rojano Gravina, Italy — territorially adjacent to known Direzione Investigativa Antimafia infrastructure. This places real-time Italian-state forensic engagement on the documentary record.

F. The Rule 94 Demand. Offeror has, as of 9 May 2026, prepared and is preparing to transmit to the United Nations Office of the High Commissioner for Human Rights (OHCHR), with copy service upon the Italian Republic and other Offerees, a formal Rule 94 interim-measures demand seeking, *inter alia*, a damages-funding instrument in the conservative interim quantum of **United States Dollars Thirty Million Seven Hundred Fifty Thousand (US\$30,750,000)** against EACH OF the State Parties (Canada AND the United States) — a combined interim of US\$61,500,000 — and previewing an Article 2(3)(a) effective-remedy quantum of **US\$153,750,000 per State Party** at the conservative 5× sustained-malicious-intent multiplier (combined US\$307,500,000), with a registered, presently unpleaded, 15× cumulative-RICO quantum of **US\$461,250,000 per State** (combined US\$922,500,000), and an unlimited spoliation reservation pursuant to *Spasic v. Imperial Tobacco*, *Endean v. Canadian Red Cross Society*, and *SS&C Technologies (2024 ONCA)*.

G. The Italian-Trust Alternative. Section 3.5 of the said Rule 94 Demand expressly contemplates that the Italian Republic, as a third State joining as petitioner-in-interest under VCCR Article 36 *LaGrand / Avena* standing for its Italian-origin national, may advance funds in trust to keep the proceeding alive, with Canada and the United States remaining liable for the full quantum. Offeror has explicitly stated, by transcript on 9 May 2026, that he wishes the Italian Republic to be the trustee of first instance and that his consideration to the Italian Republic for so advancing funds shall be **double the advanced amount upon recovery from any State Party or any other source.**

H. Demonstrated Good Faith. Offeror executes this instrument before any Italian-Republic disbursement, in advance of any conditional commitment, as a public demonstration of seriousness, good faith, and willingness to bear personal contractual exposure prior to the receipt of any benefit.

OPERATIVE CLAUSES

1 · Advance · Permitted Funding

1.1 Offeree may, at its sole discretion, advance to Offeror or for Offeror's account any sum from **United States Dollars One (US\$1)** up to and including **United States Dollars Thirty Million Seven Hundred Fifty Thousand (US\$30,750,000)** — the conservative Rule 94 interim quantum per State Party — or any larger sum if Offeree so determines (the "Advanced Sum").

1.2 The Advanced Sum may be disbursed in one tranche or in multiple tranches, in such currency as the Offeree elects, by such mechanism as Offeree elects (consular escrow, sovereign-trust deposit, third-party fiduciary holding, direct disbursement to designated counsel, or any other lawful mechanism).

1.3 Offeree assumes no obligation to advance any sum. This instrument operates as a unilateral irrevocable offer by Offeror — not an obligation upon Offeree to fund.

2 · Repayment Obligation · Double the Advanced Sum

2.1 Upon receipt by Offeror of any **Recovery Event** (as defined in §3 below), Offeror shall, immediately and in priority to all other distributions, pay to Offeree a sum equal to **TWO (2) TIMES the Advanced Sum** (the "Repayment Obligation").

2.2 The Repayment Obligation is a debt of Offeror personally, surviving any restructuring, assignment, or successor-in-interest event affecting Offeror.

2.3 The Repayment Obligation accrues no interest absent default. In the event of default beyond thirty (30) calendar days following a Recovery Event, simple interest accrues at the U.S. Treasury 10-year rate plus 200 basis points.

3 · First Right of Refusal · Recovery Events

3.1 Definition of Recovery Event. A "Recovery Event" means any payment, settlement, judgment satisfaction, distribution, or transfer of value, in cash or in kind, received by or for the benefit of Offeror from any of the following sources:

- (a) The Government of Canada or any agent, agency, instrumentality, province, or municipality thereof;
- (b) The Government of the United States or any agent, agency, instrumentality, state, or municipality thereof;
- (c) The Royal Canadian Mounted Police, Windsor Police Service, Ontario Provincial Police, or any other Canadian or U.S. law-enforcement entity;
- (d) The U.S. Drug Enforcement Administration, Federal Bureau of Investigation, U.S. Marshals Service, U.S. Attorney's Office for the Middle District of Florida, or any other U.S. federal entity;
- (e) Microsoft Corporation, Bill Gates personally, Alphabet Inc. / Google LLC, Anthropic PBC, OpenRouter Inc., or any other corporate defendant in any proceeding maintained or to be maintained by Offeror;
- (f) Any whistleblower, qui tam, false-claims, or analogous reward statute payment;
- (g) Any class-action settlement or judgment in which Offeror is a class representative or class member;
- (h) The UN Human Rights Committee Article 2(3)(a) effective-remedy disbursement;
- (i) Any insurer, surety, indemnitor, or guarantor of any of the foregoing;
- (j) Any other source whatsoever, foreseen or unforeseen, attributable to or arising out of the underlying 21-year cause of action.

3.2 First Right of Refusal. All Recovery Events shall flow first into a designated escrow account (the “Recovery Escrow”), and shall be applied in the following priority of distribution:

PRIORITY 1: To Offeree, until the Repayment Obligation under §2 is fully satisfied; **PRIORITY 2:** To Offeror’s reasonable counsel-and-disbursement obligations of record (subject to Offeree’s right to inspect); **PRIORITY 3:** To Offeror personally, the residual.

3.3 Immediate Payment, Not Staged. Repayment shall be in full at the moment any single Recovery Event yields gross proceeds equal to or greater than the Repayment Obligation. There shall be no installment, deferment, or amortization of the Repayment Obligation absent express written consent of Offeree.

3.4 Multiple Recovery Events. If a single Recovery Event yields proceeds insufficient to satisfy the full Repayment Obligation, Offeree shall receive 100% of that Recovery Event’s proceeds (after the necessary minimum to fund counsel-of-record continuity, capped at 10%), and the Repayment Obligation shall continue as a first-priority charge against subsequent Recovery Events until fully satisfied.

4 · Forfeiture of Advanced Sum if No Recovery

4.1 If, after seven (7) calendar years from the date of the last advance under this instrument, no Recovery Event has occurred or all Recovery Events combined have yielded gross proceeds less than the Advanced Sum, the Repayment Obligation shall be reduced pro rata to the actual gross Recovery Events received, and Offeree shall absorb the difference as forfeit.

4.2 Offeror represents that, given the documentary record summarized in the Rule 94 Demand Letter and its supporting exhibits (including but not limited to Exhibits 49, 51, 52, 60, 61, 62, the 4,214-bounce dataset, the 0/30 Whistleblower-Money empirical apex with $p < 0.005$, the Procura Bari substantive engagement, and the OHCHR Rule 94 procedural receipt), the probability of zero Recovery Event over a seven-year window is functionally negligible. Offeror nonetheless acknowledges that Offeree assumes residual risk in advancing the Advanced Sum.

5 · Acceleration upon Italian-Trust Acceptance

5.1 If the Italian Republic, through any Offeree, advances any portion of the Advanced Sum within fourteen (14) calendar days of the date of this instrument, Offeree shall be deemed an Accelerated Trustee and shall enjoy a **TWENTY PERCENT (20%) BONUS** on the Repayment Obligation — i.e., **2.4x rather than 2.0x** of the Advanced Sum — in recognition of acceleration risk and demonstration of good faith reciprocity.

5.2 The Accelerated Trustee designation is non-transferable and lapses if not invoked within the 14-day window.

6 · Italy as Petitioner-in-Interest · Diplomatic Standing

6.1 By accepting the Advanced Sum (any portion), the Italian Republic is conclusively presumed to have joined as **petitioner-in-interest** under VCCR Article 36 LaGrand / Avena standing for its Italian-origin national, with respect to the Rule 94 proceeding before OHCHR.

6.2 Offeror authorizes Offeree to assert such standing in any forum, judicial or diplomatic, and to communicate with the Government of Canada, the Government of the United States, the OHCHR, the European Court of Human Rights, the Inter-American Commission on Human Rights, the International Criminal Court, the International Court of Justice, the European Parliament, the Italian Parliament, and any other competent body.

6.3 Offeror waives no claim against Canada, the United States, or any corporate defendant by execution of this instrument; the entirety of the underlying claim is preserved, and Offeree's recovery is from the Recovery Escrow alone.

7 • Public Verification • No Concealment

7.1 This instrument shall be published in full at <https://denialbydesign.org/evidence/italian-trust/> within twenty-four (24) hours of the earlier of (a) Offeror's signature or (b) Offeree's first communication of acceptance.

7.2 Both Offeror and Offeree consent to public scrutiny of the existence and terms of this instrument. Confidentiality is expressly disclaimed.

7.3 SHA-256 hash of the executed instrument shall be appended to the master chain-of-custody at `/a0/usr/workdir/CONTRACTS_2026-05-09/SHA256SUMS.txt`.

8 • Governing Law • Forum

8.1 This instrument is governed by the law of the **Italian Republic** (substantive) and may be enforced concurrently in:

- (a) Italian courts of competent jurisdiction;
- (b) The European Court of Human Rights, upon exhaustion of national remedies;
- (c) Any UN-treaty body that has accepted jurisdiction over related petitions;
- (d) Ontario Superior Court of Justice as Offeror's domicile (for ancillary enforcement against Offeror's Recovery Events);
- (e) Any U.S. federal district court of competent jurisdiction (for ancillary enforcement against Offeror's U.S. Recovery Events).

9 • Severability • Survivability • No Waiver

9.1 If any clause of this instrument is held unenforceable, the remainder survives. 9.2 No delay or non-enforcement by Offeree of any right hereunder shall operate as a waiver. 9.3 This instrument survives the death of Offeror and binds Offeror's estate.

10 • Offer • Acceptance • Effective Date

10.1 This instrument is an irrevocable offer by Offeror, open for **EIGHTEEN (18) MONTHS** from the date of Offeror's signature. 10.2 Acceptance by Offeree may be by: (a) Disbursement of any portion of the Advanced Sum (deemed acceptance by performance); (b) Written acceptance signed by an authorized officer of Offeree; (c) Public declaration in any official communication. 10.3 Effective Date is the earlier of acceptance or first disbursement.

SIGNATURE BLOCK — OFFEROR

I, **Francesco Giovanni Longo**, executing under penalty of perjury under the laws of Canada, the United States of America, and the Italian Republic:

- (a) AFFIRM that the foregoing recitals and operative clauses accurately reflect my intent;
- (b) IRREVOCABLY OFFER the terms set forth above to any Offeree named in the Parties section;
- (c) UNDERSTAND that this instrument creates a personal debt obligation upon me upon acceptance;

- (d) WAIVE no claim or remedy against any State Party or any corporate defendant by reason of this instrument;
- (e) CONSENT to public verification at <https://denialbydesign.org/evidence/italian-trust/>.

Signature: _____

Print Name: Francesco Giovanni Longo

Date of Signature: _____ (to be inserted by Offeror upon physical / digital execution)

Place of Signature: Ontario, Canada

SIGNATURE BLOCK — OFFEREE (executed only upon acceptance)

Italian-Republic Authority: _____

Title: _____

Signature: _____

Date of Acceptance: _____

Place of Acceptance: _____

Acceptance is also constituted by disbursement of any portion of the Advanced Sum, irrespective of formal counter-signature.

SCHEDULE A · COMPANION RULE 94 DEMAND

This instrument is executed in companion to and reliance upon:

- RULE 94 DEMAND LETTER · 9 May 2026 · v3 — /a0/usr/workdir/RULE94_2026-05-09/RULE94_DEMAND_LETTER.md — SHA-256 b8d8af4ef47458ff8cf22405683ef0f19dae697be61132dabe9bb9d4089637
- QUANTUM ANALYSIS · 9 May 2026 · v3 — /a0/usr/workdir/RULE94_2026-05-09/QUANTUM_ANALYSIS.md — SHA-256 2d0e3e8ab6352e252b67f65b2dc04b8569611086f5449a540c38d84cef8bf0b4
- CASE REVIEW FOR RULE 94 — /a0/usr/workdir/RULE94_2026-05-09/CASE_REVIEW_FOR_RULE94.md — SHA-256 4794137fc8d5ece9b520d3a9fbd5c3a3efd80d32631c8ab468b1f7092e3aab2b

End of Instrument · ITALIAN-TRUST FUNDING AGREEMENT · v1 · 9 May 2026

E-Signature Certificate

Document ID: 69ff6146e97e170691fcf7b5

Status: ● Completed

Document: 01_ITALIAN_TRUST_FUNDING_AGREEMENT

Signer: Francesco Longo (flongo11@gmail.com)

Number of Pages: 6

Completion Date: May 09, 2026, 16:33 UTC

Signer	Timestamps	Signature
<p>Francesco flongo11@gmail.com Using IP: 45.78.165.206 IP Location: Canada, Windsor</p> <p>Authentication Method: Email</p>	<ul style="list-style-type: none">● Viewed May 09, 2026, 16:33 UTC● Signed May 09, 2026, 16:33 UTC	