



# UNITED STATES DISTRICT COURT

**ORIGINAL**

District of \_\_\_\_\_

UNITED STATES OF AMERICA

## AGREEMENT TO FORFEIT PROPERTY

*(Should be filed in compliance with FRCrP 49.1)*

V.

BERNARD L. MADOFF

CASE NUMBER: 08 MAG 2735

Defendant

I/we, the undersigned, acknowledge pursuant to 18 U.S.C. §3142(c) (1) (B) (xi) in consideration of the release of the defendant that I/we and my/our personal representatives jointly and severally agree to forfeit to the United States of America the following property:

133 EAST 64<sup>TH</sup> STREET, APT. 11A/PH, NEW YORK, NY 10065  
410 N. LAKE WAY PALM BEACH FL 33480  
216 OLD MONTAUK HIGHWAY NY 11954

DOC # 8

and there has been posted with the court the following indicia of my/our ownership of the property:

### AFFIDAVIT OF CONFESSION OF JUDGMENT

I/we further declare under penalty of perjury that I am/we are the sole owner(s) of the property described above and that the property described above is not subject to any lien, encumbrance, or claim of right or ownership except my/our own, that imposed by this agreement, and those listed below:

N/A

and that I/we will not alienate, further encumber, or otherwise willfully impair the value of my/our interest in the property.

The conditions of this agreement are that the defendant BERNARD L. MADOFF  
Name

is to appear before this court and at such other places as the defendant may be required to appear, in accordance with any and all orders and directions relating to the defendant's appearance in this case, including appearance for violation of a condition of defendant's release as may be ordered or notified by this court or any other United States Court to which the defendant may be held to answer or the cause transferred. The defendant is to abide by any judgment entered in such matter by surrendering to serve any sentence imposed and obeying any order or direction in connection with such judgment.

It is agreed and understood that this is a continuing agreement (including any proceedings on appeal or review) which shall continue until such time as the undersigned are exonerated.

If the defendant appears as ordered or notified and otherwise obeys and performs the foregoing conditions of this agreement, then this agreement is to be void, but if the defendant fails to obey or perform any of these conditions, the property described in this agreement shall immediately be forfeited to the United States. Forfeiture under this agreement for any breach of its conditions may be declared by any United States District Court having cognizance of the above entitled matter at the time of such breach, and if the property is forfeited and if the forfeiture is not set aside or remitted, judgment may be entered upon motion in such United States District Court against each debtor jointly and severally for forfeiture of the property together with interest and costs, and execution may be issued and the property secured as provided by the Federal Rules of Criminal Procedure and any other laws of the United States of America.

This agreement is signed on December 17, 2008 at 500 Pearl Street New York, NY 10007  
Date Place

Defendant BERNARD L. MADOFF 12/17/08  
Owner(s) RUTH MADOFF 12/17/08  
Obligor(s) \_\_\_\_\_

Signed and acknowledged before me on December 17, 2008  
Date

Approved: Marc O. Litt  
Signature of AUSA MARC O. LITT

[Signature] 12/17/08  
Signature of Judge/Clerk



States District Court for the Southern District of New York, *United States v. Bernard L. Madoff*,  
08 MAG 2735;

(b) The defendants have executed this affidavit and authorize entry of judgment against them in the amount of \$7,000,000 through the aforementioned 550 shares to secure the United States of America in the event that Bernard Madoff breaches the terms and conditions of his appearance bond such that forfeiture of his bond is duly ordered by the court;

(c) The property being posted to secure the bond is located at 133 East 64th Street, Apartment 11A/PH, New York, New York 10065; and

(d) This Confession of Judgment shall become null and void at the conclusion of the matter captioned *United States v. Bernard L. Madoff*, 08 MAG 2735.

  
BERNARD L. MADOFF

  
RUTH MADOFF

Sworn to before me this  
16<sup>th</sup> day of December, 2008

  
Notary Public

MARIA A. MORAGNE  
NOTARY PUBLIC, State of New York  
No. 24-014718349  
Qualified in Kings County  
Notary Public, expires June 30, 2011

**FILED**  
DEC 16 2008  
COUNTY CLERK'S OFFICE  
NEW YORK

Index No. 08 116773

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

Plaintiff, UNITED STATES of AMERICA

-against-

BERNARD L. MADOFF and  
RUTH MADOFF,

Defendants.

Judgment By Confession

1-2-1  
FILED AND  
DOCKETED

DEC 13 2008

12:05 PM  
AT N.Y. CO. CLERK'S OFFICE



JUDGMENT entered the 16<sup>th</sup> day of December, 2008.

On filing the foregoing affidavit of Confession of Judgment made by the defendants herein, sworn to the 16<sup>th</sup> day of December, 2008,

NOW, ON MOTION OF United States Attorney for the Southern District of New York, One Saint Andrew's Plaza, New York, NY 10007, attorney for plaintiff, it is

ADJUDGED that the UNITED STATES OF AMERICA, plaintiff, located at the United States Attorney's Office, One Saint Andrew's Plaza, New York, NY 10007, does recover of BERNARD MADOFF and RUTH MADOFF, defendants, residing at 133 East 64th Street, Apartment 11A, New York, New York 10065, the sum of \$7,000,000, ~~secured by 550 shares of stock of 133 East 64th Street Corporation~~, with interest of \$0, making a total of \$7,000,000, together with \$0 costs and disbursements, amounting in all to the sum of \$7,000,000, and that the plaintiff have execution therefor. X

Norman Goodman  
Clerk

**FILED**

DEC 16 2008

**CLERK'S OFFICE  
NEW YORK**