

EXHIBIT 7

From: George Santos [REDACTED]
Sent: Monday, March 21, 2022 9:50 AM
To: [REDACTED]
Subject: Santos Report
Attach: The George Santos Vulnerability Report.docx

Here follows the most spoken about PDF file.
I trust this remains in your custody.

Note*

Florida tickets have all been paid.

Education docs have all been submitted for name change. (Pending NYS court system delays)

Two wrongful filings of “evictions” have been entered for rectification. (Pending NYS court system delays)

The rest of this is really all not worrisome to me.

Enjoy the read.

--

George Santos
NY3 Congressional Candidate

[REDACTED]
[REDACTED]
www.georgeforny.com

[Donations](#)



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EXHIBIT 8



George Santos

George Santos
To: Nancy Marks
Cc:

Fri, Oct 29, 2021 at 5:04 PM

Hi Nancy,

I just got off the phone with [redacted] and I'm very upset because there is missing money on my filing and that's hurting me. Where is [redacted] donation of \$5800 each to Devolder-santos? I only see \$5000 from each for GADS. Was this even deposited and why are there so many errors being made? I really need to sit down with the report and bank statements to reconcile all of this myself because I'm having anxiety over all this. Please let me know when would be best and I would like [redacted] to be present since she does my reports.

Please give me a call back so we can together find out what happened here.
Thank you in advance as usual and please don't take this the wrong way but I'm just trying to figure out the numbers the best way possible.

George Santos
NY 10008
www.georgeturny.com

Donations



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To: [redacted]
Cc: Nancy Marks [redacted]

Fri, Oct 29, 2021 at 5:38 PM

George

I have given you access to the following bank accounts: GADS, Devolder Santos for Congress, Devolder Santos Victory Committee and Rise NY. The following information is the access to the bank:

user name: [redacted] (please note this is all lower case)
temporary password: [redacted]

Please visit Flushingbank.com
click on log in
drop down to business
further drop down to upgraded cash manager direct

you will be led to a screen that asks for the company id, user name and password

The company id is [redacted] (again please note there is a lower case [redacted] this company id will be needed EVERY TIME the bank is accessed user name [redacted] (please note this is all lower case) temporary password: [redacted]

Thank you!

Best,

[redacted]

On Fri, Oct 29, 2021 at 5:19 PM Nancy Marks [redacted] wrote:

Nancy Marks

Campaigns Unlimited

[redacted]

[redacted]

George Santos

Fri, Oct 29, 2021 at 5:42 PM

To: [redacted]
Cc: [redacted]

Nancy Marks [redacted]

[redacted] you are Awesome! ❤️

[redacted]

[redacted]

Mon, Nov 1, 2021 at 10:30 AM

To: George Santos <gads@georgeforny.com>
Cc: [redacted]

Good Morning

Wherever I can be helpful. Also, I would like to review what your findings are. Can you please send me a list of your discrepancies so I can review, have them corrected and review with Nancy and [redacted]

Thank you!

Best

[redacted]

[redacted]

[redacted]

Thu, Nov 4, 2021 at 11:33 AM

To: George Santos [redacted]
Cc: Nancy Marks [redacted]

Good Morning George
I wanted to follow up, if you can please send me your findings this way they can be reviewed and amended.
Thank you

Best,
[redacted]

[redacted]

George Santos [redacted]

Thu, Nov 4, 2021 at 8:17 PM

To: [redacted]

Cc: Nancy Marks [redacted]

I rather wait till I return from travels so there aren't a lone of amendments. I want this done once and right not multiple times. I'll be back on the 11th and if you guys can arrange time for me to come in and sit with you guys and [redacted]
Thank you

[redacted]

George Santos [redacted]

Fri, Nov 5, 2021 at 9:43 AM

To: [redacted]

Cc: Nancy Marks [redacted]

That works, please send us a couple dates and times that work for you, Nancy and I will sit with you. Any coaching for [redacted] will come from us. Have a safe trip, speak to you when you return.

Best,
[redacted]

[redacted]

George Santos [redacted]

Fri, Nov 5, 2021 at 9:44 AM

To: [redacted]

I'll be back on the 10th so I can do it on the 11th or 12th.

[redacted]



George Santos

Follow up to 11/12 meeting

7 messages

To: George Santos <[redacted]>
 Cc: [redacted] <[redacted]>, Nancy Marks <[redacted]>
 Mon, Nov 15, 2021 at 5:26 PM

George,

I hope this email finds you well and you enjoyed your weekend! I wanted to follow up with you on a number of items from our meeting on Friday. Attached you will see a copy of every check that has been deposited into the account since April with the exception of 4/1/2021. I am waiting for the bank to provide this copy. You will also see your Winred report for all of 2021, we have highlighted your donations in question. As mentioned during our meeting all credit card donations are uploaded into Crimson then to the FEC report, there is no manual work to enter the credit card donations.

Winred concerns:

[redacted] your concern was they made a commitment to donate a total of \$4500 but entered was a total between the two \$2500- [redacted] \$1,000 and \$1500 [redacted]
 [redacted] your concern he donated \$5,800 but only \$2,900 was reported- on 7/8 \$2,900 was donated on 10/20 \$2,900 was donated again. You do not see the 10/20 donation yet because we are currently in the reporting cycle including 10/20- you will see this once the report is uploaded for October on January 31, 2022.
 [redacted] your concern is you are missing a \$500 check, he did not send in a check he did a \$1,000 credit card donation on 5/30
 [redacted] your concern is the donation is reported at \$1,000 and it should be \$2,000. The donation was for \$1,000 on Winred therefore they did not meet the commitment they gave to you.
 [redacted] your concern is there should be a donation of \$2,900 from him and \$2,900 from his wife, all \$5,800 was recorded under him (\$2,900 Primary and \$2,900 General). The credit card donation was all under [redacted] hence the upload automatically puts it all under the one donor. If you need this to be split between him and his wife and amended on the report please forward an email from his wife including her information this way we can amend it that way. If not you can accept another \$5,800 from his wife.

Check deposit concerns:

-\$1,000 Cut the Bull Pac- your concern is you believed the check would be for \$2,000 and on the report it was entered as \$1,000. They did not meet the \$2,000 commitment to you they mailed a check for \$1,000- please see copy enclosed
 -\$3,000 Patriots Always Triumph not showing in Q3 report- the deposit was made on 10/5 therefore it will be in the Q4 report
 -\$2,900 [redacted] your concern the check came in before the Winred donation and it is not showing- please note he only made a Winred donation on 7/15 there was no check donation
 -\$2,400 [redacted] your concern the deposit was made for \$12,000 which included a donation from each [redacted] in the amount of \$2,400 each. There is not a donation that was received from [redacted] therefore it was not reported-please see copy enclosed of deposit
 -\$1,000 [redacted] you do not see [redacted] on the report because [redacted] signed the check so it was reported under [redacted] please see copy enclosed

Items that do need to be rectified:

-your loan from \$50,000 to \$80,000- we are waiting for guidance from Crimson because it has been entered correctly and we are not sure why it is not reflected properly
 -deposit and donation from [redacted] in the amount of \$10,843.85 into Devolder Santos for Congress- deposit made on 4/6- please see copies of the checks and bank statement showing the deposit. (The total donation was for \$21,600 \$10,800 went into Gads on 4/6 and \$10,843.85 into Devolder, this included any fees that were charged)-

Nancy did take the donation over the phone as she was preparing the checks for deposit and making the appropriate copies for reporting purposes she was interrupted and the copies did not get to their destination, therefore it was not reflected on the report

I will follow up tomorrow with you after I research all payments to [REDACTED]

Let me know if you have questions on the above.

Have a nice evening!

Best,

[REDACTED]

2 attachments

Devolder WinRed 1-2021 to 11-2021.xls
4574K

scan0045.pdf
3734K

George Santos [REDACTED]

Tue, Nov 16, 2021 at 8:25 AM

Nancy Marks [REDACTED]

Thank you for the information. I'll circle back to you in a bit. Regarding CMDI, it continues to not be updated.

George Santos
[REDACTED]

www.georgeforny.com

Donations
GEORGE SANTOS

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EXHIBIT 9

From: [REDACTED]
Sent: Tuesday, November 16, 2021 5:03 PM
To: [REDACTED]
Subject: Fwd: Follow up to 11/12 meeting

Best,
[REDACTED]

----- Forwarded message -----

From: George Santos <[REDACTED]>
Date: Tue, Nov 16, 2021 at 8:25 AM
Subject: Re: Follow up to 11/12 meeting
To: [REDACTED]
Cc: Nancy Marks [REDACTED]

Thank you for the information., I'll circle back to you in a bit.
Regarding CMDI, it continues to not be updated.

On Mon, Nov 15, 2021 at 5:25 PM [REDACTED] wrote:

George,

I hope this email finds you well and you enjoyed your weekend! I wanted to follow up with you on a number of items from our meeting on Friday. Attached you will see a copy of every check that has been deposited into the account since April with the exception of 4/1/2021, I am waiting for the bank to provide this copy. You will also see your Winred report for all of 2021, we have highlighted your donations in question. As mentioned during our meeting all credit card donations are uploaded into Crimson then to the FEC report, there is no manual work to enter the credit card donations.

Winred concerns:

[REDACTED] and [REDACTED] - your concern was they made a commitment to donate a total of \$4500 but entered was a total between the two \$2500- [REDACTED] \$1,000 and \$1500 [REDACTED]

[REDACTED] your concern he donated \$5,800 but only \$2,900 was reported- on 7/8 \$2,900 was donated on 10/20 \$2,900 was donated again. You do not see the 10/20 donation yet because we are currently in the reporting cycle including 10/20- you will see this once the report is uploaded for October on January 31, 2022.

[REDACTED] - your concern is you are missing a \$500 check, he did not send in a check he did a \$1,000 credit card donation on 6/30

[REDACTED] your concern is the donation is reported at \$1,000 and it should be \$2,000. The donation was for \$1,000 on Winred therefore they did not meet the commitment they gave to you.

[REDACTED] your concern is there should be a donation of \$2,900 from him and \$2,900 from his wife, all \$5,800 was reported under him (\$2,900 Primary and \$2,900 General). The credit card donation was all under [REDACTED] hence the upload automatically puts it all under the one donor. If you need this to be split between him and his wife and amended on the report please forward an email from his wife including her information this way we can amend it that way. If not you can accept another \$5,800 from his wife.

Check deposit concerns:

-\$1,000 Cut the Bull Pac- your concern is you believed the check would be for \$2,000 and on the report it

was entered as \$1,000. They did not meet the \$2,000 commitment to you they mailed a check for \$1,000- please see copy enclosed

-\$3,000 Patriots Always Triumph not showing in Q3 report- the deposit was made on 10/5 therefore it will be in the Q4 report

-\$2,900 [REDACTED] your concern the check came in before the Winred donation and it is not showing- please note he only made a Winred donation on 7/15 there was no check donation

-\$2,400 [REDACTED] your concern the deposit was made for \$12,000 which included a donation from each [REDACTED] and [REDACTED] in the amount of \$2,400 each. There is not a donation that was received from [REDACTED] therefore it was not reported-please see copy enclosed of deposit

-\$1,000 [REDACTED] you do not see [REDACTED] on the report because [REDACTED] signed the check so it was reported under [REDACTED]-please see copy enclosed

Items that do need to be rectified:

-your loan from \$50,000 to \$80,000- we are waiting for guidance from Crimson because it has been entered correctly and we are not sure why it is not reflected properly

-deposit and donation from [REDACTED] in the amount of \$10,843.85 into Devolder Santos for Congress- deposit made on 4/6- please see copies of the checks and bank statement showing the deposit. (The total donation was for \$21,600 \$10,000 went into Gads on 4/6 and \$10,843.85 into Devolder, this included any fees that were charged)-Nancy did take the donation over the phone as she was preparing the checks for deposit and making the appropriate copies for reporting purposes she was interrupted and the copies did not get to their destination, therefore it was not reflected on the report

I will follow up tomorrow with you after I research all payments to [REDACTED]

Let me know if you have questions on the above.

Have a nice evening!

Best,

[REDACTED]

--
George Santos
NY3 Congressional Candidate

[REDACTED]

www.georgefornny.com

Donations

**GEORGE
SANTOS**

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EXHIBIT 10

Subject: Re: Santos Weekly Reports

From: George Santos [REDACTED]

Date: 8/25/2021, 3:20 PM

To: [REDACTED]

CC: Nancy Marks [REDACTED]

I want that extra set of eyes moving forward to help be 100% on it all.

On Wed, Aug 25, 2021 at 3:15 PM [REDACTED] wrote:

Hey Nance!

Hope all is well with you. Wanted to send a quick note on setting up some kinda of reporting so we can start to look at budget allocation, staff hiring, etc. Is it possible to get a weekly report (or if there's a software reporting that works too). I would like to start drafting a budget over the next two weeks so any help here would be super helpful.

Also, wanted to mention on the FEC reporting that part of [REDACTED] retainer is to review those filings prior to submission to the FEC. If we want to take advantage of that great but again, just wanted to mention.

Thank you!

--

George Santos

NY3 Congressional Candidate

[REDACTED]
[REDACTED]
www.georgefornny.com

Donations



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EXHIBIT 11

Re: EXTERNAL: Fwd: Devolder FEC Reports

2 messages

Thu, Dec 8, 2022 at 4:21 PM

To: Nancy Marks [REDACTED]

Nancy—

Given the quick turnaround, I focused on disbursements for these reports. With that in mind, assuming that everything is reported correctly, this is approved.

Thanks,
[REDACTED]

Sent from my iPhone

On Dec 8, 2022, at 3:49 PM, Nancy Marks [REDACTED] wrote:

Good Afternoon,

Can you review these reports so I can file them?

Thank you very much
Nancy Marks

Campaigns Unlimited
[REDACTED]

[REDACTED] Associate Attorney

Phone [REDACTED]

Fax [REDACTED]

Email [REDACTED]

[Profile](#) [v-Card](#)

DICKINSON WRIGHT

ATTORNEYS AT LAW
NEW YORK OFFICE: 212.450.2000
NEW YORK OFFICE: 212.450.2000

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3 attachments

 **Devolder For Congress 30 Day Post General 12-8-2022.pdf**
849K

 **Devolder Victory 30 Day Post General 12-8-2022.pdf**
106K

 **GADS 30 Day Post General 12-8-2022.pdf**
153K

Nancy Marks 

Thu, Dec 8, 2022 at 4:35 PM

To: 

Thank you
Nancy Marks

Campaigns Unlimited


[Quoted text hidden]

EXHIBIT 12

Jan 31, 2020 at 5:18 PM

Can you do me a favor and track the package or send me number? I have not received it yet

Feb 3, 2020 at 11:26 AM

I really need to know today what is going on with envelope. I put on report that you gave 5300 as a loan. I believe that was amount you told me. I have to get those checks.

Feb 4, 2020 at 3:17 PM

have to do certified
check

Feb 6, 2020 at 11:19 AM

It's going to be two
transfers then

One from my personal
for \$1000

And one from my Money
market for \$5500

I don't have high funds in
my checking

Ok. Sounds good.

Feb 6, 2020 at 6:08 PM

Mar 2, 2020 at 2:36 PM

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
Routing. [REDACTED]

Account [REDACTED]

Devolder Santos for
Congress

[REDACTED] In account

Mar 3, 2020 at 11:01 AM

I cannot wire money to
[REDACTED] Not enough
money in account. I did

I cannot wire money to
[REDACTED] Not enough
money in account. I did
not receive your transfer
yet. Thanks

Mar 3, 2020 at 6:52 PM

Just saw this

Fml

Today was so intense

Mar 5, 2020 at 4:17 PM

[REDACTED] called me and it's
fine. I have paperwork
but I told him tomorrow
or Monday. Please make

Mar 9, 2020 at 2:37 PM

Nancy, money won't go in until Wednesday. In that case I'm going to send right now from my personal checking what I have to cover check to get him off my wig!

The transaction was only aborted officially today and we just re issued the wire. With the swift code this time.

Ok

Then when the monev

Call me

Janet Yellen is proposing
taxing people like me to
death

I can't move

would wake up

Who is Janet

:-(

Secretary of treasury

K

Fucking demented!

Oh fuck.

She announced the admin is moving to make "unrealized gains taxable income"!

Starting 2022

We are becoming a communist country

That's going to hurt me with my stocks and all my trading

I'll go bankrupt

I lost 700k with this BS still going on

Have court tomorrow

There is motion at
your Front

pay

and

And we will go back to
\$0 Imaooo



By end of month I'll have
put in about 50K

In account did math to-
day

I do not have any bills for

or

I'll ask them to send

I need your account info
and total asap or it's not
happening

Today

\$665 x7

Account number:

Routing number:

George Santos

Wellsfargo Bank

Total \$4655

EXHIBIT 13

From: [REDACTED]
Subject: Re: Devolder-Santos
Date: February 19, 2020 at 11:16:30 AM EST
To: [REDACTED]

Hey! I'm so glad your reached out. Some big news this week. First, it's an incredibly big deal in NY to have county party support. Just last night Nassau County (which is 51% of the district and considered the GOP machine of Long Island) formally endorsed George. Suffolk and Queens will follow suit today and then they will release publicly Thursday. This makes us the nominee officially. We will be able to lock in the Stefanik and Zeldin events now. So many things and donors were on the sideline until we reached this threshold. In fact he's got a list of 30ish folks that told him they'd give as soon as it was official that he's calling today. He's also committing to put in \$100k of his own money in March.

Things are picking up.

Best,

[REDACTED]
Mobile: [REDACTED]

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On Feb 19, 2020, at 10:11 AM, [REDACTED] wrote:

How's the fundraising going in the district/state? I'm thinking about his first trip to DC and wondering if we have anything to report to people here? I want him to be able to talk about momentum, etc. to entice people.

[REDACTED]
e: [REDACTED]

p: [REDACTED]
[REDACTED]

EXHIBIT 14

From: [REDACTED]

To: [REDACTED] Santos for Congress [REDACTED]

CC: [REDACTED]

Date: 11/23/2022 4:27:03 PM UTC

Subject: Re: Geroge Santos (NY-3) Debt?

Attachments: image001.png
image002.png

Thanks [REDACTED] Save us \$5k for general election debt retirement. We will plan to wire next week - will keep you updated. Thanks, and happy thanksgiving.

Sent from my iPhone

On Nov 23, 2022, at 10:31 AM, [REDACTED] Santos for Congress [REDACTED] wrote:

Thanks [REDACTED]

Hey [REDACTED]

Thank you! Great to meet you.

We have approx \$800k in debt to be retired.

Wiring info below:

Devolder Santos For Congress

[REDACTED]

Flushing Bank

[REDACTED]

Routing
Account [REDACTED]

Thank you and Happy Thanksgiving!

[REDACTED]

On Nov 22, 2022, at 11:40 AM, [REDACTED] <[REDACTED]> wrote:

Thanks, [REDACTED]

Nice to meet you, [REDACTED] Big congrats!

[REDACTED]
[REDACTED]

c: [REDACTED]

5/25/2023

<image001.png>

From: [REDACTED]

Date: Tuesday, November 22, 2022 at 11:39 AM

To: [REDACTED]

Subject: Re: Geroge Santos (NY-3) Debt?

Hey buddy -

Yes sir. Adding his cm/Chief who can send. Thank you!!

[REDACTED]

On Nov 22, 2022, at 11:36 AM, [REDACTED] wrote:

Hey [REDACTED] hope you are well! Does George Santos have an debt he is working to retire? If so, can you let me know the amount and also pass along wiring instructions?

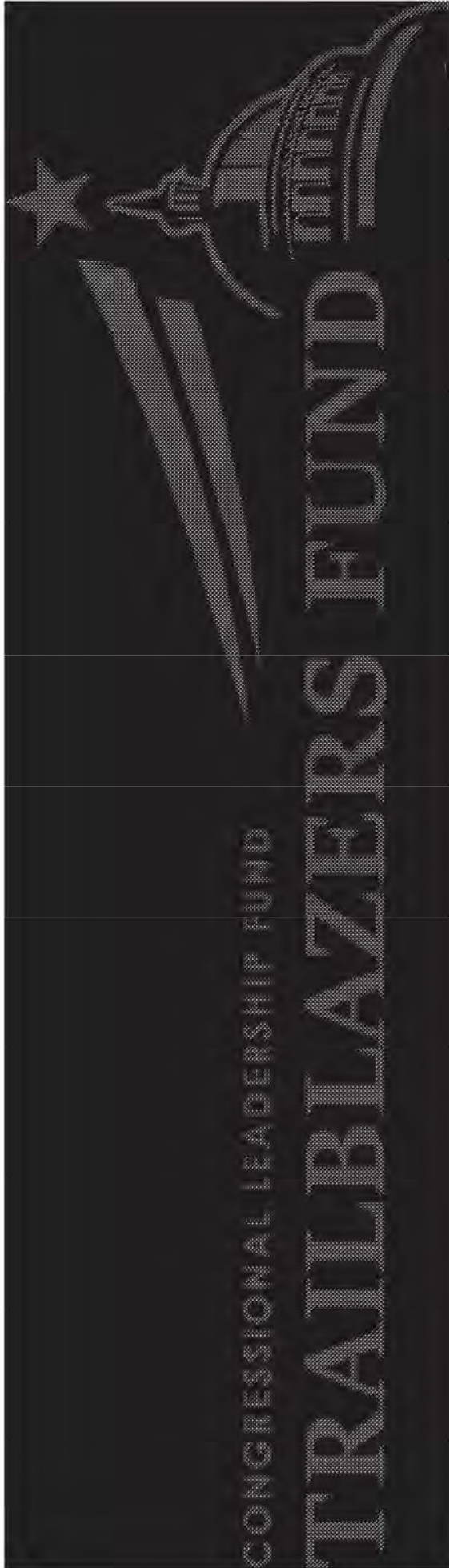
Thanks!

[REDACTED]

c:

[REDACTED]
<image002.png>

5/25/2023



5/25/2023

CONGRESSIONAL LEADERSHIP FUND

TRAVELBLAZERS FUND



5/25/2023

EXHIBIT 15



April 21, 2023

[REDACTED]
Assistant General Counsel
Complaints Examination & Legal Administration
Federal Election Commission
[REDACTED]

VIA E-MAIL: [REDACTED]

Re: MUR 8095, 8096, 8101, 8108, 8109, 8112, 8115: Consolidated Response for Congressman George Devolder Santos and Devolder-Santos for Congress

We write on behalf of Congressman George Devolder Santos (the “Respondent”) and his campaign committee, Devolder-Santos for Congress (the “Campaign”). This is a consolidated response to the allegations in multiple complaints (the “Complaints”) against the Congressman and the Campaign.

The sensational nature of the Respondent, in conjunction with reporting errors made by the previous campaign treasurer, has sparked a frenzy of complaints filled with largely baseless allegations. Most allegations fail for various reasons, ranging from innocent mistake, incompetent (at best) treasurer work, and outlandish conspiracy theories with no factual basis.

Notably, the Respondent acknowledges that there were errors and omissions in the Campaign’s reports filed with the Commission. Many of these errors and omissions are perplexing, and the Respondent has retained a new treasurer to rectify the Campaign’s reporting failures. The Respondent had no personal knowledge of the errors and omissions and relied in good faith on the advice or representations of the Campaign’s former treasurer.

The Complaints include: (1) allegations the Respondent’s assets were not the true source of his loans to his Campaign; (2) allegations that the Respondent used campaign funds for personal use; (3) allegations regarding reporting issues; (4) allegations related to the 2020 recount fund; (5) allegations that his statement of organization was filed late; (6) allegations the Campaign received excessive contributions; (7) allegations regarding a group named Red Strategies USA LLC; and (8) allegations related to a terminated fundraising consultant.

As a threshold matter, to merit further investigation, no matter who the respondent is – even if they have been consistently parodied – a complaint must proffer an articulable “reason to

believe that a respondent has violated a statute or regulation over which the Commission has jurisdiction.”¹ As the Commission has long made clear, “[t]he Commission may find ‘reason to believe’ only if a complaint sets forth sufficient specific facts, which, if proven true, would constitute a violation of the FECA.”² Additionally, “complaints not based upon personal knowledge must identify a source of information that reasonably gives rise to a belief in the truth of the allegations presented.”³ Unwarranted legal conclusions from asserted facts or mere speculation will not be accepted as true.⁴ Moreover, the Commission will dismiss a complaint when the allegations are refuted with sufficiently compelling evidence.⁵

The Commission has a longstanding precedent that anonymous sources and news articles are not a sufficient basis to find reason to believe.⁶ In part, because this “approach has hewn to [the Commission’s] statutory mandate and ensured that [the Commission] do[es] not deploy the coercive powers of the federal government on the basis of rumor.”⁷ Likewise, there are countless examples where the press has been wrong and has later had to retract accusations made by anonymous sources.⁸

These Complaints demonstrate why this longstanding precedent is so important. The sensational nature of the Respondent has led to endless intrigue from the press resulting in news articles hypnotizing a never-ending list of scenarios on how the Respondent could have violated the law. The salacious nature of the Respondent’s non-election law related statements has created the perfect storm to write (at times) entertaining articles filled with speculation and hypotheticals. These articles should “be afforded no weight” because they are not evidence of a violation of the law.⁹ Moreover, they are nothing more than “rumors,” hypotheticals, unanswered questions, and a source of entertainment used to generate clicks.

¹ 11 C.F.C. 111.9; see also 52 U.S.C. 30109(a)(2)

² Statement of Reasons of Commissioners David M. Mason, Karl J. Sandstrom, Bradley A. Smith, and Scott E. Thomas at 1, MUR 4960 (Hillary Rodham Clinton For U.S. Senate Exploratory Committee, Inc.).

³ *Id.*

⁴ *Id.*

⁵ *Id.*

⁶ See, e.g., Statement of Reasons of Vice Chair Petersen & Comm’rs Hunter & McGahn at 6, n.12, MUR 6056 (Protect Colo. Jobs, et al.) (finding that “[t]he Commission must have more than anonymous suppositions, unsworn statements, and unanswered questions before it can vote to find RTB and thereby commence an investigation.”); Factual & Legal Analysis at 5, MUR 5845 (Citizens for Truth) (“purported information from ‘several anonymous sources on the campaign trail’ regarding allegations of coordination can and should be afforded no weight as no details are provided and there is no way to verify the information.”); Statement of Reasons of Comm’rs Cooksey & Trainor at 3–4, MUR 7683 (Our Revolution, et al.) (“[w]e further believe that OGC applied an appropriate level of skepticism toward the press releases and reports put forth to establish Sanders’ control over Our Revolution.”).

⁷ Policy Statement of Chairman Allen J. Dickerson regarding The Commission’s Use Of Anonymous Sources Reported In The Press.

⁸ *Id.*

⁹ Factual & Legal Analysis at 5, MUR 5845 (Citizens for Truth).

The Complaints “set[] forth no facts and offer[] no specific information that would support [their] allegations,” instead they rely on “anonymous sources” and “bald assertions” as evidence the Respondent violated the law.¹⁰ This is insufficient because, “[w]ithout more, the links in the chain of anonymous suppositions and hearsay [are] too weak to sustain an RTB finding and subject Respondents to a Federal investigation.”¹¹ The Federal Election Commission should promptly dismiss these complaints because they fail to provide the facts necessary to meet the threshold standard needed to warrant an investigation.

I. Respondent’s Loans to the Campaign

The Complaints question the “true” source of funds for the Respondent’s loans to his Campaign by alleging a conspiracy where the funds came from somewhere other than the Respondent’s personal assets. The Complaints speculates that the Respondent’s success is “wildly implausible” and “impossible.” The only so-called support for these allegations is the Complainants’ vivid imagination. To be clear, the source of the Respondent’s loans to his Campaign was his personal funds.¹²

The Respondent was permitted to make unlimited personal loans and/or contributions to his Campaign from personal funds. 11 C.F.R. § 110.10. “Personal funds” are defined as all assets to which the candidate has legal title or an equitable interest, as well as “salary and other earned income that the candidate earns from bona fide employment.” 11 C.F.R § 100.33.

Respondent’s loans to his Campaign were made from his personal funds. In 2022, the Respondent provided consulting services for multiple clients, resulting in more than \$1 million in revenue. Ex. A (Respondent’s Bank Statements). These documented personal funds far exceed the Respondent’s loans to his Campaign. The Respondent did make multiple loans to his Campaign, and these loans were made from his personal bank account and the Devolder Organization bank account (accounted for as membership draw by a sole proprietor of the entity). Ex. B (Respondent’s Loans Checks).

The Complaints further speculate that the Respondent’s business was a “‘shell’ to disguise the true source” of the loans to the Campaign. To support these speculations, the Complaints cite no evidence and rely solely on their intuition. Not only are these allegations false, but they are easily refuted. The Respondent provided bona fide services to clients. For example, in 2022, the Respondent provided consulting services, including providing capital introductory services to multiple clients. The Respondent’s clients included Individual 4,

¹⁰ Factual & Legal Analysis at 5, MUR 5845

¹¹ Statement of Reasons of Vice Chair Petersen & Comm’rs Hunter & McGahn at 8, MUR 6056 (Protect Colo. Jobs, et al.).

¹² The Complaints also include allegations regarding the source of the funds of the Respondent’s loans to his 2020 campaign. These allegations are false. The source of the Respondent’s loans to the 2020 campaign came from the Respondent’s personal funds.

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Company 2, and Company 1. Ex. C (Company 1 Contract); Ex. D (Company 4 Contract); Ex. E (Emails demonstrating the Respondent's role negotiating deal on behalf of client).

Under FECA, “[n]o person shall make a contribution in the name of another person or knowingly permit his name to be used to effect such a contribution and no person shall knowingly accept a contribution made by one person in the name of another person.” 52 U.S.C. 30122. As such, in order for the Commission to find reason-to-believe against the Respondent, the Complaint must provide evidence that the Respondent knew that the loans to his Campaign was in fact from another donor.

Obviously, the Complaints fail to meet this standard and should be dismissed because they provide zero evidentiary support or personal knowledge to substantiate the allegation that the Respondent “knowingly” accepted contributions in the name of another. Additionally, the Complaints should be dismissed because the allegations are refuted with compelling evidence demonstrating the Respondent did not violate the law. This evidence shows: (1) the Respondent had the personal funds necessary to make the loans; (2) the funding source of the loans; and (3) that the Respondent provided *bona fide* services to earn the funds used to make the loans.

II. The Respondent did not use Campaign Funds for Personal Use

The Complaints allege that the Respondent used campaign funds for personal use. Specifically, the Complaints allege that Respondent improperly used campaign funds to pay for his personal residence and trips to Melbourne, Florida.

Candidates are prohibited from using campaign funds for personal use. 52 U.S.C. § 30114(b). Typically, the Commission will apply the “irrespective test” to differentiate legitimate campaign and officeholder expenses from personal expenses. 11 CFR 113.1(g). Here, however, the test is unnecessary because the underlying personal expenses do not exist. These allegations fail to meet the threshold standard to warrant further investigation because they are based solely on speculation and are easily refuted with compelling evidence.

A. Rent Payments

From May 2022 to September 2022, the Campaign paid to rent rooms at [REDACTED], for Campaign staff. The rental property had individual rooms for rent, and over this period, the Campaign rented multiple rooms for Campaign staff. The Complaints allege the “true purpose” of these payments was to pay for the personal residence of the Respondent. As “evidence” to substantiate this allegation, the Complaints cite news articles that include anonymous quotes from neighbors stating Congressman Santos lived there and they “had seen Mr. Santos and his husband coming and going” from the residence.

These allegations are easily refuted. From July 2020 to September 2022, the Respondent lived at [REDACTED]. Ex. F (Respondent's Lease for [REDACTED]). The Respondent extended his lease at this address and lived there until September 2022. The Respondent paid for this rent using his personal funds. Ex. G (Rent checks for [REDACTED]).¹³

Potential confusion from nosy neighbors is understandable. The Respondent visited the [REDACTED] location numerous times to meet with his staff. Additionally, for a short period of time, the Respondent lived at [REDACTED]. In August 2022, the Respondent moved into [REDACTED]. The Respondent paid for his rent entirely with personal funds. Ex. H (Rent checks for [REDACTED]).

B. Hotels

The Complaints also allege that two trips to Florida were for personal use. As “evidence,” the Complaints cite the proximity of the hotel to the address where the Devolder Groups “is located.” The mere proximity of two addresses is insufficient evidence to substantiate an allegation of personal use or to infer nefarious activity. More importantly, the Devolder Group did not have a physical office. The address that was apparently too close (in Complainants' eyes) to the hotels was actually a “virtual address” used solely to receive mail.

The Respondent made multiple trips all over the country to fundraise, including the trips referenced in the Complaints. Specifically, the Respondent and Campaign staff visited the state of Florida numerous times. These fundraising trips were successful and resulted in over \$222,000 in contributions from Florida residents.

III. Errors and Omissions with FEC Reports

The Complaints allege numerous issues with the Respondent's FEC reports. For once, the Complainants are correct. The Campaign's FEC reports appear to be riddled with errors and omissions. The Respondent had no knowledge of the errors and omissions at the time the reports were filed. The Respondent put his trust in his former treasurer – who has filed FEC reports for multiple members of Congress – to accurately keep records and file reports.¹⁴ This was clearly a mistake. When Respondent learned of these issues, he promptly took steps to rectify these problems.

¹³ The Respondent's deposit was used in exchange for August 2022 rent. *See* Ex. F (The Respondent's deposit checks for [REDACTED]).

¹⁴ Grace Ashford and Nicholas Fandos, *The obscure G.O.P. bookkeeper at the center of the George Santos Mess*, *The New York Times* (Apr. 21, 2023), <https://www.nytimes.com/2023/04/21/nyregion/nancy-marks-santos-treasurer.html> (last visited Apr. 21, 2023).

After firing Nancy Marks (the former treasurer), and hiring a new treasurer, the systemic nature of the problems was uncovered. To start, after reviewing the Campaign's bank accounts, there is no evidence the \$199.99 disbursements ever existed. It is unclear why Ms. Marks included these items in the report. Equally baffling is the way the Respondent's loans to the Campaign were reported. The Respondent made five loans to his Campaign equaling \$715,000. Ex. B (Respondent's loan to Campaign). For some reason, Ms. Marks reported the wrong amounts, totals, and dates, and in at least one instance, she did not check the box indicating the loan was from personal funds. These loans are now correctly reported on Schedule C of the Campaign's most recent FEC report.¹⁵

Unfortunately, Schedule C loan reporting isn't where former Treasurer Ms. Marks' reporting failures end. As the new Treasurer began to untangle Ms. Marks' failures, it became clear that the only way to ensure that the Campaign's finances were properly reported was to start from scratch and rebuild the reports. This effort to promptly assess and correct errors has been hampered and delayed by poor record-keeping by and lack of cooperation from Ms. Marks, as well as lack of access to the Campaign's prior bank accounts, which were unilaterally terminated by the banks before the new Treasurer gained access to deposit records. To be clear, much of reporting issues referenced in the press and that have now come to light in the campaign's ongoing internal review is the responsibility of the Campaign's former Treasurer Ms. Marks. While Respondent has now become aware of major reporting problems Ms. Marks caused for other federal campaigns, he was not contemporaneously aware of such issues and instead relied upon her expertise. There is no evidence that Respondent had knowledge of Ms. Mark's compliance and reporting errors on his campaign reports and he and his campaign are both currently taking the necessary steps to rectify these mistakes and also evaluating legal options regarding Ms. Marks' performance (or lack thereof).

IV. There were No Violations of the Law Regarding the Recount Fund

The Complaints allege the Respondents violated the law because "disbursements [were made] in connection with a "recount" when there was no recount held in the 2020 election cycle." These allegations demonstrate nothing more than the Complainant's misunderstanding of the Commission's guidance and campaign finance law. A committee may use recount funds to prepare for a recount including "to retain attorneys and staff for possible recounts and election contests, to pay for legal and other research in preparation for a recount or election contest."¹⁶

The fact is that Respondent was in a historically close campaign in 2020 and in the weeks following the election there was a very real possibility that a recount would be necessary. In light

¹⁵ Devolder-Santos for Congress, April Quarterly 2023, <https://docquery.fec.gov/cgi-bin/forms/C00721365/1700001/>.

¹⁶ Advisory Opinion 2010-14 (Democratic Senatorial Campaign Committee).

of the situation, the Campaign hired new counsel experienced in recounts and began the logistical and political efforts necessary to monitor the canvass of votes and prepare for a potential recount. The fact that Respondent didn't end up actually challenging the election results doesn't make the Campaign's prudent recount preparation efforts any less legitimate.

V. **Statement of Organization**

The Complaints also allege that the Respondent failed to timely file its Statement of Organization. This demonstrably is false. On April 17, 2021, the Respondent filed his Statement of Candidacy. Included in the Statement of Candidacy was the designation of the principal campaign committee.¹⁷ Because the Respondent already had a campaign committee set up, he was not required to file an additional Statement of Organization within 10 days of filing his statement of candidacy. 11 C.F.R. § 102.1(a).

VI. **Excessive Contributions**

The Complaints make allegations that the Campaign accepted excessive contributions.

Under FECA and Commission guidance, an individual donor was allowed to give a campaign committee up to \$2,900 per election during the 2021-2022 election cycle. Therefore, an individual could give up to \$5,800 total (\$2,900 for the primary election and \$2,900 for the general election). However, on June 23, 2022, the Commission released an Advisory Opinion that allowed candidates in the state of New York to accept an additional \$2,900 due to primary election date changing from June 28, 2022 to August 23, 2022.¹⁸ Pursuant to AO 2022-08, donors who had given a maximum contribution for the primary election prior to May 20, 2022 were allowed to give an additional \$2,900 to cover the period between May 20 and August 23.

The Complaints list a number of "excessive contributions." The allegations in the Complaints are false and contributions were within in the limits. If any contributions were outside of the limits, these were mistakes made by Nancy Marks and they will be refunded by the Campaign when funds become available.

VII. **Red Strategies USA, LCC**

The Complaints make a series of allegations related to an organization called "Red Strategies USA, LLC." As "evidence" of a violation of the law, the Complaints cite an article filled with anonymous sources alleging wrongdoing. Particularly puzzling about this allegation is

¹⁷ Devolder-Santos for Congress, Statement of Candidacy (April 17, 2021), <https://docquery.fec.gov/cgi-bin/forms/H0NY03083/1512930/>.

¹⁸ Advisory Opinion 2022-08 (National Republican Congressional Committee).

that the news article cited never references Red Strategies USA, LLC. As far as we can tell, there is no evidence of wrongdoing by the Respondent related to Red Strategies USA, LLC.

VIII. **Terminated Fundraising Consultant**

The Complaints make a series of allegations that the Respondents violated the law because of statements made by a disgruntled fundraising consultant. None of the alleged violations of the law are attributable to the Respondent because the actions of Individual 5 were unauthorized by the Respondent and beyond the scope of services provided to the campaign.

Individual 5 was one of multiple fundraising consultants that provided services to the Campaign. Sometime between late November and early December, Respondent received a phone call informing him that one of his fundraising consultants was impersonating now-Speaker Kevin McCarthy's chief of staff. Respondent consulted counsel and took immediate action to address the situation. Individual 5 was promptly terminated, but only after the Campaign determined the identities of the potential donors that he contacted representing himself as part of Team McCarthy. The Campaign then reached out to those donors, apologized and clarified that Individual 5's actions were unauthorized. The bottom line here is that Individual 5's misrepresentations were the actions of a rogue unauthorized individual and when the Campaign became aware of Individual 5's actions it took appropriate measures to remedy the situation.

IX. **Conclusion**

The complaints here may be separated into substantive allegations, and process/reporting issues. First, the Commission should promptly dismiss these Complaints as they relate to substantive allegations because they are demonstrably false and/or fail to provide the facts necessary to warrant an investigation. Reason to believe is "no rubber stamp" — complaints based on mere speculation or conclusory statements have not, and should not, be the basis for an investigation.¹⁹ Therefore, we respectfully ask the Commission to find no reason to believe and close the file on the substantive allegations.

Next, however, are the serious process/reporting issues that have come to light. The Campaign's new Treasurer is currently working to gather information necessary to amend all necessary reports to ensure they are correct. To the extent that the Campaign discovers substantive issues, it intends to report them to Commission as a *sua sponte* submission. This is a unique situation where a professional Treasurer (Ms. Marks) appears to have been at best incompetent and at worst malicious in performance of her professional duties. If the Commission

¹⁹ Statement of Reasons by Vice Chairman Allen Dickerson and Commission James "Trey" Trainor III at 3, MURs 7427, 7497, 7524, 7553, 7560, 7621, 7654, 7660 and 7558 (NRA, et. al).

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deems it appropriate at this point for this response to be treated as a *sua sponte* submission regarding the errors on previous reports caused by Ms. Marks, then we respectfully request that this response be treated as such and Respondent is committed to working with the Commission on any necessary remedies.

Respectfully submitted,



Counsel to Congressman Santos

EXHIBIT A

[REDACTED]
Devolder Organization LLC
GEORGE A DEVOLDER-SANTOS
DEVOLDER ORGANIZATION LLC
[REDACTED]

Statement Begin Date:
Statement End Date:
Account Number:

11/16/2022
12/15/2022
[REDACTED]

[Printable Version](#) [Save as PDF](#)

CASH MANAGEMENT

9990124607

Download: [QFX](#) [QIF](#) [CSV](#)

[View Check Images](#)

[Reconcile](#)

All Transactions by Date

| Date | Description | Withdrawal / Debit (-) | Deposit / Credit (+) | Balance |
|------------|-------------|------------------------|----------------------|------------|
| [REDACTED] | [REDACTED] | | | [REDACTED] |
| [REDACTED] | [REDACTED] | | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] |

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

12/12 SncBk ASB [REDACTED]
SncBk Nm CITIBANK, N.A.
Snc Acct# [REDACTED]
Snc Name DEVO-LDER ORGANIZATION
Snc Adress [REDACTED]
Snc Adress [REDACTED]
Ref# 202212120000150

\$99,960.00

\$279,645.32

[REDACTED]

[REDACTED]

[REDACTED]

Checks in Order

Date

Number

Amount

[REDACTED]

[REDACTED]

[REDACTED]

* Check Numbers Missing

Interest Rate Summary

Date

Rate
0.00%

| | | | | | |
|---------------------|--------------|-----------------|------------------------------------|------------------|----------------|
| Beginning Balance + | Deposits + | Interest Paid - | Withdrawals - | Service Charge = | Ending Balance |
| \$1,486.65 | \$408,160.21 | \$0.00 | \$316,341.69 | \$215.30 | \$93,089.87 |
| | | | Avg Stmt Available Bal \$55,967.89 | | |

Minimum Balance \$39.98-

Summary of Deposit Accounts

| TYPE OF ACCOUNT | ACCOUNT | BALANCE | INT-RATE% | YTD-INT | YTD-PENALTY | MATURITY |
|-----------------|---------|-------------|-----------|---------|-------------|----------|
| Checking | | \$93,089.87 | 0.00000% | \$0.00 | | |

Take advantage of this great rate! A Flushing Bank 18 Month Consumer CD is now earning 4.01% APY (Annual Percentage Yield). With a minimum deposit of \$1,000 you can start earning one of the most competitive rates around. A penalty may be imposed for early withdrawal on CDs. Rate is effective as of 11/09/22 and is subject to change without notice. Open an 18 Month Flushing Bank Consumer CD today and start earning more!

Wells Fargo Everyday Checking

September 30, 2022 ■ Page 1 of 6



GEORGE A DEVOLDER SANTOS



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|--------------------|-------------------------------------|-----------------------|-------------------------------------|
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| Online Bill Pay | <input type="checkbox"/> | Auto Transfer/Payment | <input checked="" type="checkbox"/> |
| Online Statements | <input checked="" type="checkbox"/> | Overdraft Protection | <input type="checkbox"/> |
| Mobile Banking | <input checked="" type="checkbox"/> | Debit Card | <input type="checkbox"/> |
| My Spending Report | <input checked="" type="checkbox"/> | Overdraft Service | <input type="checkbox"/> |

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Statement period activity summary

| | |
|-------------------------------|--------------------|
| Beginning balance on 9/1 | - \$7.77 |
| Deposits/Additions | 457,025.00 |
| Withdrawals/Subtractions | - 431,978.31 |
| Ending balance on 9/30 | \$25,038.92 |

Account number:

GEORGE A DEVOLDER SANTOS

New York account terms and conditions apply

For Direct Deposit use

Routing Number (RTN):



Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo branch.

Transaction history

| <i>Date</i> | <i>Check Number</i> | <i>Description</i> | <i>Deposits/ Additions</i> | <i>Withdrawals/ Subtractions</i> | <i>Ending daily balance</i> |
|-------------|---------------------|---|----------------------------|----------------------------------|-----------------------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | | |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | | |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] |
| 9/16 | | WT Fed#06129 Citibank N.A. /Org=Individual 4 Sr# 450,000.00 G0822590086301 Tm#220916161538 Rfb# | | | |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] | [REDACTED] |
| 9/20 | 1005 | Check | | 300,000.00 | 125,602.69 |
| 9/22 | 2001 | Check | | 100,000.00 | 25,602.69 |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] | [REDACTED] |



Transaction history (continued)

| Date | Check Number | Description | Deposits/ Additions | Withdrawals/ Subtractions | Ending daily balance |
|-------------------------------|--------------|---------------------|---------------------|---------------------------|----------------------|
| 9/29 | 2005 | Check | | 375.00 | 25,048.92 |
| 9/30 | | Monthly Service Fee | | 10.00 | 25,038.92 |
| Ending balance on 9/30 | | | | | 25,038.92 |
| Totals | | | \$457,025.00 | \$431,978.31 | |

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

^A **Converted check:** Check converted to an electronic format by your payee or designated representative. Checks converted to electronic format cannot be returned, copied or imaged.

Summary of checks written (checks listed are also displayed in the preceding Transaction history)

| Number | Date | Amount | Number | Date | Amount | Number | Date | Amount |
|--------|------|------------|--------|------|------------|--------|------|--------|
| 1004 | 9/6 | 1,700.00 | 1006 | 9/16 | 200.00 | 2004 * | 9/26 | 140.01 |
| 1005 | 9/20 | 300,000.00 | 2001 * | 9/22 | 100,000.00 | 2005 | 9/29 | 375.00 |

* Gap in check sequence.

Summary of Overdraft and Returned Item Fees

| | Total this statement period | Total year-to-date |
|--------------------------|-----------------------------|--------------------|
| Total Overdraft Fees | \$0.00 | \$280.00 |
| Total Returned Item Fees | \$0.00 | \$35.00 |

Year-to-date totals reflect fees assessed or reversed since the first full statement period of the calendar year. Negative values indicate that fee reversals exceed fees assessed.

Monthly service fee summary

For a complete list of fees and detailed account information, see the disclosures applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq for a link to these documents, and answers to common monthly service fee questions.

| Fee period 09/01/2022 - 09/30/2022 | Standard monthly service fee \$10.00 | You paid \$10.00 |
|---|--------------------------------------|----------------------------------|
| How to avoid the monthly service fee | Minimum required | This fee period |
| Have any ONE of the following account requirements | | |
| • Minimum daily balance | \$500.00 | -\$7.77 <input type="checkbox"/> |
| • Total amount of qualifying direct deposits | \$500.00 | \$0.00 <input type="checkbox"/> |
| • Age of primary account owner | 17 - 24 | <input type="checkbox"/> |
| • The fee is waived when the account is linked to a Wells Fargo Campus ATM or Campus Debit Card | | |

RC/RC



IMPORTANT ACCOUNT INFORMATION

In consideration of the global COVID-19 pandemic, Wells Fargo temporarily paused exercising its right to setoff as otherwise allowable under your Deposit Account Agreement. Effective on or after January 1, 2023, Wells Fargo will resume exercising its right to setoff for overdrawn deposit account balances, where applicable. When we exercise this right, we may reduce funds in any account you hold with us for purposes of paying the amount of the debt, either due or past due, that is owed to us as allowed by the laws governing your account. Our right of setoff won't apply if it would invalidate the tax-deferred status of any tax-deferred retirement account (e.g., a SEP or an IRA) you keep with us. To review a copy of your Deposit Account Agreement, including the provisions related to the right of setoff, please visit wellsfargo.com/online-banking/consumer-account-fees/.

Now with Early Pay Day, you can get paid earlier when you have Direct Deposit.

Effective September 19, 2022, the following information will be incorporated into the "Depositing Funds" section of your Deposit Account Agreement. (NOTE: As the bank launches Early Pay Day, the service may not be immediately available in all areas or for all accounts. Monitor your account activity after September 19th to determine whether any of your eligible direct deposits have been made available early. Until Early Pay Day is available for your account, and subject to the disclosures below, you should expect to receive your direct deposits on your normally scheduled pay dates.)

Early Pay Day (Consumer accounts only)

For certain eligible direct deposits, we may make funds available for your use up to two days before we receive the funds from your payor. When funds are made available early, they will be reflected in your account's available balance. Whether we make funds available early depends on (1) when we receive the payor's payment instructions, (2) any limitations we set on the amount and frequency of early availability, and (3) standard fraud prevention screening. The criteria we use for making funds available early is determined in our sole discretion, based on confidential criteria necessary for maintaining the security of your account and our payment services, and is subject to change without notice.

Not all direct deposits are eligible for Early Pay Day. Eligible direct deposits are limited to electronic direct deposits such as your payroll, pension, and government benefit payments. Items such as deposits of funds from person-to-person payments services (e.g., Zelle, Venmo, or PayPal transfers) and other online transfers are not eligible for Early Pay Day. The Bank does not guarantee that any direct deposits will be made available before the date scheduled by the payor, and early availability of funds may vary between direct deposits from the same payor. For interest-bearing accounts, interest on your incoming direct deposit will begin accruing on the business day we receive credit for the deposit from your payor's bank. Direct deposits made available early with Early Pay Day will not count towards applicable options to avoid your account's monthly service fee until the deposit posts to your account and is no longer pending (e.g., the pay date scheduled by your payor). Except as expressly set forth herein, funds made available early are subject to the same terms and conditions as other deposits to your account.

If we've made funds available early and the payor reverses or requests a return of the deposit, or the funds are otherwise uncollected by the Bank, you understand and agree that we may debit your account up to the amount of the deposit that was previously made available - even if you have already withdrawn the funds or it creates an overdraft on your account. In this instance, you are responsible for any fees assessed - including those charged by merchants or third parties - as a result of the overdraft. Early Pay Day is offered at the discretion of the Bank, and we reserve the right to cancel the service at any time and without notice to you.

NEW YORK CITY CUSTOMERS ONLY -- Pursuant to New York City regulations, we request that you contact us at 1-800-TO WELLS (1-800-869-3557) to share your language preference.

Can we reach you when it's really important?

Don't miss suspicious-activity alerts and critical account information. Please make sure your contact information is current by:
- Signing on to wellsfargo.com or the Wells Fargo Mobile® app and navigating to the Update Contact Information page via My Profile



- Contacting the phone number at the top of your statement
- Visiting a branch

Other Wells Fargo Benefits

Help take control of your finances with a Wells Fargo personal loan.

Whether it's managing debt, making a large purchase, improving your home, or paying for unexpected expenses, a personal loan may be able to help. See personalized rates and payments in minutes with no impact to your credit score.

Get started at wellsfargo.com/personalloan.

Other Wells Fargo Benefits

Extra Day Grace Period gives you an extra day to avoid overdraft fees

If your personal checking or savings account is overdrawn, you now have an extra day to make a deposit to cover overdrafts and avoid fees*

Learn more at wellsfargo.com/extraday

*With Extra Day Grace Period, when your account is overdrawn, you have an additional business day (extra day) to make covering deposits and/or transfers to avoid the prior business day's overdraft fees. If your account's available balance as of midnight Eastern Time on your extra day is enough to cover the prior business day's overdraft items, the pending overdraft fees for those items will be waived. If your available balance as of midnight Eastern Time is enough to cover some, but not all, of the prior business day's overdraft items, we'll apply your available balance to the transactions in the order that they posted to your account. Any transactions not covered by midnight Eastern Time are subject to applicable overdraft fees. All deposits and transfers are subject to the Bank's Availability of Funds Policy.

Other Wells Fargo Benefits

At Wells Fargo we strive to provide products and services that meet the needs of our customers. We want to make you aware of our Wells Fargo Clear Access Banking account that may better meet your current and future needs.

Wells Fargo Clear Access Banking is an account designed for customers who do not write checks* and want help managing their money without incurring overdraft fees.** This account does not allow overdraft services.

You can avoid the \$5 monthly service fee each fee period when the primary account owner is 13 through 24 years old***

If you're interested in switching your account and/or for full information on all our checking offerings, please visit wellsfargo.com/checking, contact a banker or visit a branch.

*If you convert to a Clear Access Banking account, any outstanding check(s) presented on the new Clear Access Banking account on or after the date of conversion will be returned unpaid. The payee may charge a fee when the check is returned. Make sure that any outstanding checks have been paid and/or you have made different arrangements with the payee(s) for the checks you have written before converting to the Clear Access Banking account.

**Other fees may apply, and it is possible for the account to have a negative balance. Please see the Wells Fargo Consumer Account Fee and Information Schedule and Deposit Account Agreement at wellsfargo.com/depositdisclosures for details.

***When the primary account owner reaches the age of 25, age can no longer be used to avoid the monthly service fee.



Worksheet to balance your account

Follow the steps below to reconcile your statement balance with your account register balance. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.

A Enter the ending balance on this statement. \$ _____

B List outstanding deposits and other credits to your account that do not appear on this statement. Enter the total in the column to the right.

| Description | Amount | |
|--------------|-----------|--------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| Total | \$ | ➡ + \$ _____ |

C Add **A** and **B** to calculate the subtotal. = \$ _____

D List outstanding checks, withdrawals, and other debits to your account that do not appear on this statement. Enter the total in the column to the right.

| Number/Description | Amount | |
|--------------------|-----------|--------------|
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| Total | \$ | ➡ - \$ _____ |

E Subtract **D** from **C** to calculate the adjusted ending balance. This amount should be the same as the current balance shown in your register. = \$ _____

Important Information You Should Know

■ **To dispute or report inaccuracies in information we have furnished to a Consumer Reporting Agency about your accounts:**

Wells Fargo Bank, N.A. may furnish information about deposit accounts to consumer reporting agencies. You have the right to dispute the accuracy of information that we have furnished to a consumer reporting agency by writing to us at Overdraft Collection and Recovery, P.O. Box 5058, Portland, OR 97208-5058. Please describe the specific information that is inaccurate or in dispute and the basis for the dispute along with supporting documentation. If you believe the information furnished is the result of identity theft, please provide us with an identity theft report.

■ **If your account has a negative balance:**

Please note that an account overdraft that is not resolved 60 days from the date the account first became overdrawn will result in closure and charge off of your account. In this event, it is important that you make arrangements to redirect recurring deposits and payments to another account. The closure will be reported to Early Warning Services. We reserve the right to close and/or charge-off your account at an earlier date, as permitted by law. The laws of some states require us to inform you that this communication is an attempt to collect a debt and that any information obtained will be used for that purpose.

■ **In case of errors or questions about your electronic transfers:**

Telephone us at the number printed on the front of this statement or write us at Wells Fargo Bank, P.O. Box 6995, Portland, OR 97228-6995 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

■ **In case of errors or questions about other transactions (that are not electronic transfers):**

Promptly review your account statement within 30 days after we made it available to you, and notify us of any errors.



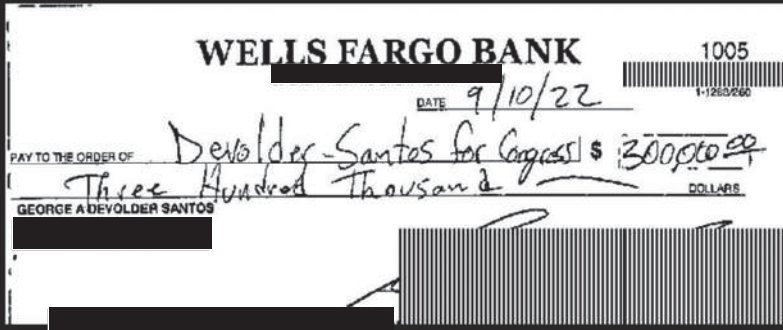
EXHIBIT B



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Item 8 of 28



Previous



Flip



Zoom



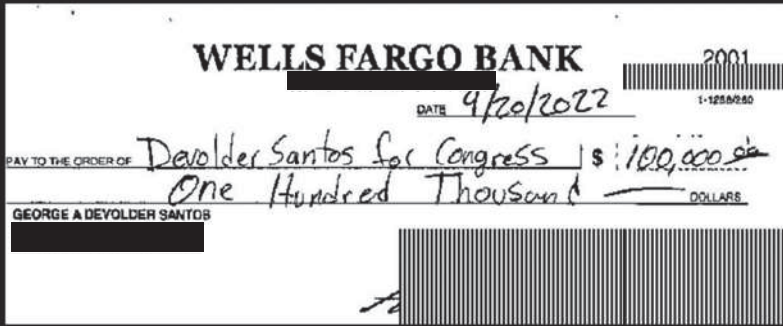
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Item 7 of 28

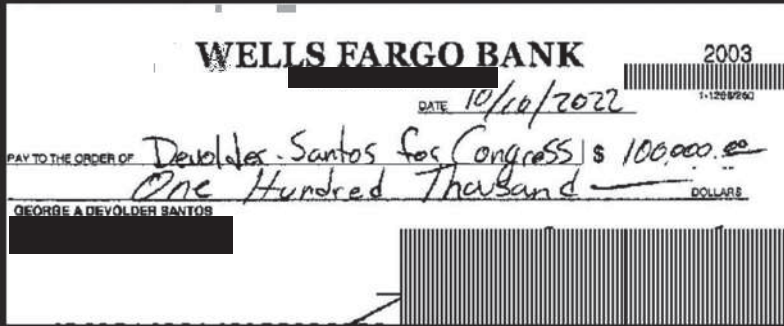




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Item 4 of 28



DEVOLDER ORGANIZATION LLC
[REDACTED]

1002
 1-7817/2780
 00012
 CHECK IMAGE

DATE 10/17/2022

PAY TO THE ORDER OF Devolder - Santos for Congress \$ 90,000.00
Ninty thousand DOLLARS

FLUSHING Bank
Member FDIC
 FlushingBank.com

FOR Campaing loan
[REDACTED]

[Signature]

Date:10/18/2022 Account:[REDACTED] Amount:\$90,000.00 Serial:1002 Sequence:82744690 TR:226070474 TranCode:0
 InstID:15 DbCr:D Pattern:11

| | | |
|---|---|---------------------------------|
| DEVOLDER ORGANIZATION LLC [REDACTED] | | 1006 170472730 09974 |
| DATE <u>10/26/2022</u> | | CHECK NUMBER |
| PAY TO THE ORDER OF | <u>Devolder Santos for Congress</u> | <u>\$ 125,000.⁰⁰</u> |
| | <u>One hundred and twenty five thousand</u> | DOLLARS |
| FLUSHING <small>Member FDIC</small> Bank <small>FlushingBank.com</small> | | |
| FOR | <u>Campaign loan</u> | [Signature] |
| [REDACTED] | | |

Date:10/27/2022 Account: [REDACTED] Amount:\$125,000.00 Serial:1006 Sequence:35322440 TR:226070474 TranCode:0
InstID:15 DbCr:D Pattern:1

EXHIBIT C

FINDER'S FEE AGREEMENT

This Finder's Fee Agreement ("Agreement") is made and effective this February 1, 2022

BETWEEN: Devolder Organization, LLC (the "Finder"), an individual or a corporation with his main address at:



AND: Individual 5, ("Referrer") "Special Advisor" to Company 1 / Company 5, with its head office located at:



WHEREAS,

A. Referrer is an employee (Special Advisor) Company 5, a company partner of Company 1 ("Company"),

B. Company has authorized Referrer to provide certain introductory services described hereunder and to utilize the Finder's contacts,

C. Referrer agrees to engage the Finder as an independent contractor to perform such Services and the Finder hereby agrees to provide such services for the benefit of the Company

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. APPOINTMENT

The Referrer hereby appoints the Finder to act as a non-exclusive Finder, for the purpose of providing the following Services to the Referrer for the benefit of the Company: To actively assist in identifying, engaging and discussing potential acquisition candidates for Company which result in the Company acquiring the candidate.

The Finder shall provide the Services in accordance with the specifications and expectations consistent with the Company and the Finder shall at all times observe and comply with all applicable federal and state or other laws and regulations. Finder also undertakes to observe the highest professional standards in the performance of all services to be provided under this contract.

2. INDEPENDENT CONTRACTOR

The Finder fully understands and accepts that he or she will perform his or her work as an independent contractor at his or her own expense and risk in order to obtain information on an acquisition Candidate and submit it (oral or in writing) to the Referrer who shall thereafter communicate and review the Candidate with the Company as a sales opportunity.

3. DUTIES OF FINDER

- a) Throughout the term of this Agreement, Finder shall make reasonable efforts to endorse and promote Company 1 as an acquirer. It may also refer and transmit orally potential insurance brokerage to be acquired. Finder will respect and comply with all current practices and procedures regarding the referral of licensed insurance brokerage firms to be acquired.
- b) The Finder may only claim compensation hereunder for customers with whom Finder has had direct personal contact and to whom Finder has directly referred to the Referrer.

4. COMPENSATION

Under the terms of this agreement, the Company will pay the Referrer and/or the Finder an intermediation fee for their respective split of the Referral Fee.

Referral Fee shall be 3% of the Gross Revenue of acquired Company, unless otherwise specified by the Company prior to acquisition.

The Gross Revenue shall be determined solely by the Company and shall split equally (50%/50%) between Referrer and Finder, unless otherwise directed and specified by the parties.

In the event either party receives the full fee from the Company, the party receives more than 50% from the Company, shall make an adjustment payment to the other party resulting in a 50%/50% split of Fee, unless otherwise agreed upon. The transfer from the Referrer to the Finder of his share (or in the reverse) shall be made within 3 days of receipt of Fee from the Company.

5. PAYMENT CONDITIONS

The referred customer is not a current customer of Company 1 or a customer whom Company 1 contacted before the date of the recommendation and to whom Company 1 has undertaken sales and marketing efforts.

Referral customers will not be considered accepted by the Company, and the Company will have no obligation to pay hereunder, unless an accepted contract is signed, and acquisition closes.

6. CONFIDENTIALITY

In the course of performing the Services below, Finder may have access to certain confidential or proprietary information of the Company.

This information considered confidential includes all information concerning the company, the products, the customers, the strategies, the marketing, the systems, the technology, the financial affairs and accounting, the statistical data owned by the Company and any other proprietary and trade secret information of the Company in oral, graphic, written, electronic or machine-readable form.

The Finder undertakes to keep all Company Confidential Information strictly confidential and must not, without the express prior written consent of the Company, (a) disclose such Confidential Information to third parties; or (b) use such Confidential Information for any purpose whatsoever, other than for the performance of its obligations hereunder. The obligations under this section continue to survive the termination or expiration of this Agreement.

7. ENTIRE AGREEMENT; AMENDMENTS.

This Agreement embodies the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect thereof. This Agreement may not be changed orally, and may be amended, superseded, cancelled, renewed or extended, and the terms hereof may be waived, only by an instrument in writing signed by each of the parties, or, in the case of a waiver, signed by the party against whom enforcement of such waiver is being sought.

8. INTELLECTUAL PROPERTY

Finder agrees that [COMPANY NAME] retains ownership rights in and to certain intellectual property, including without limitation any [COMPANY NAME] trademark, service mark, trade dress, advertising, any associated goodwill, whether presently existing or later developed (collectively "Intellectual Property"). Finder agrees to sign any document as reasonably required to effect recording or protection of any such property.

If approved in writing by [COMPANY NAME] Finder may use advertising that is associated with any Intellectual Property. Finder may use such advertising materials only upon the terms and conditions stated by [COMPANY NAME] from time to time. Finder may not modify or delete any Intellectual Property it uses without the written consent of [COMPANY NAME].

9. TERMINATION OF THE CONTRACT

- a) Either party may terminate this Agreement for convenience by giving the other party thirty (30) days' written notice (notice of termination).
- b) If either party breaches its obligations under this Agreement, the other party may terminate the Agreement by giving thirty (30) days' written notice. Upon receipt of such notice, the defaulting party shall have thirty (30) days from the date of the notice to remedy such default. If the breach is not remedied within the required thirty (30) day period, the party giving the notice shall have the right to terminate this Agreement.

10. MISCELLANEOUS

- a) In this agreement, the singular includes the plural and the masculine includes the feminine and neuter and vice versa unless the context otherwise requires.
- b) The capitalized headings in this agreement are only for convenience of reference and do not form part of or affect the interpretation of this agreement.
- c) If any provision or part of any provision in this agreement is void for any reason, it shall be severed without affecting the validity of the balance of the agreement.
- d) Time is of the essence of this agreement.
- e) There are no representations, warranties, conditions, terms or collateral contracts affecting the transaction contemplated in this agreement except as set out in this agreement.
- f) Nothing in this agreement is intended to constitute a partnership or a master and servant relationship between the parties.

- g) This agreement binds and benefits the parties and their respective heirs, executors, administrators, personal representatives, successors and assigns.
- h) This agreement is governed by the laws of the State/Province of State

The Parties each hereby execute this Agreement as of January 31, 2022

DEVOLDER ORGANIZATION, LLC, FINDER

Individual 6, REFERRER



Authorized Signature



George Santos **Owner**

Print Name and Title

Individual 6, Special Advisor

Print Name and Title

EXHIBIT D

SERVICE AGREEMENT

This Contract for Capital Intro Services is made effective as of **September 12, 2022** by and between **Company 4 of [REDACTED] [REDACTED] [REDACTED]** (the "Recipient"), and **Devolder Organization LLC of [REDACTED]** (the "Provider").

1. **DESCRIPTION OF SERVICES.** Beginning on September 12, 2022, Provider will provide to **Recipient** the services described in the attached Exhibit (collectively, the "Services").
2. **PAYMENT.** Recipient agrees to pay Provider as follows:
 - a. \$250,000.00 (two hundred fifty thousand dollars and 00/cents) upon signing of this Service Agreement and \$750,000.00 (seven hundred fifty thousand dollars and 00/cents) at conclusion of project.
 - Recipient shall NOT be obligated to pay Provider the additional \$750,000.00 or any portion thereof if Recipient secures the funding contemplated in Exhibit A elsewhere wherein the Provider is not the procuring cause within the time frame stated therein. "Procuring cause" shall be defined as: the cause originating a series of events which, without break in their continuity, result in the accomplishment of the prime object.
 - In the event that the Recipient procures the funding contemplated in Exhibit A wherein the Provider is not the procuring cause, the initial \$250,000.00 (two hundred fifty thousand dollars and 00/cents) may be repurposed, reclassified, and/or credited to Recipient by Provider in the event that the Recipient determines that an additional round of investment, as described in Exhibit A, would be beneficial to Recipient, in its sole discretion.
 - b. If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 5 percent per year, or the maximum percentage allowed under applicable New York laws, whichever is less.

In addition to any other right or remedy provided by law, if **Recipient** fails to pay for the Services when due, Provider has the option to treat such failure to pay as a material breach of this Contract and may cancel this Contract and/or seek legal remedies.

3. **TERM.** This Contract will terminate automatically upon completion by Provider of the Services required by this Contract or within the time frame stated in Exhibit A wherein Provider has to perform, whichever is earliest.
4. **WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by Provider in connection with the Services will be the exclusive property of Recipient. Upon request, Provider will execute, within a reasonable period, all documents necessary to confirm or perfect the exclusive ownership of Recipient to the Work Product.

- 5. CONFIDENTIALITY.** Provider, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Provider, or divulge, disclose, or communicate in any manner, any information that is proprietary to Recipient. Provider and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Any oral or written waiver by Recipient of these confidentiality obligations which allows Provider to disclose Recipient's confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.
- 6. WARRANTY.** Provider shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Provider's community and region, and will provide a standard of care equal to, or superior to, care used by service providers like Provider on similar projects.
- 7. DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:
- a. The failure to make a required payment when due.
 - b. The insolvency or bankruptcy of either party.
 - c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
 - d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.
- 8. ATTORNEYS' FEES AND COLLECTION COSTS.** If there is a dispute relating to any provisions in this Contract, the prevailing party is entitled to reasonable attorney's fees and court costs at all competent judicial levels.
- 9. REMEDIES.** In addition to all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract, but not the remedies (contractual or at common law) that are affordable to the non-defaulting party.

- 10. FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lockouts, work stoppages or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.
- 11. ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.
- 12. SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
- 13. AMENDMENT.** This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.
- 14. GOVERNING LAW AND VENUE.** This Contract shall be construed in accordance with the laws of the State of Florida. For purposes of venue, any and all actions at law or equity shall be brought in Miami-Dade County, Florida in a Court of competent jurisdiction.
- 15. NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
- 16. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.
- 17. CONSTRUCTION AND INTERPRETATION.** The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.
- 18. ASSIGNMENT.** Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Recipient:
Company 4






9/28/2022

Date: _____

Provider:
Devolder Organization LLC



George Devolder-Santos

9/29/2022

Date: _____

EXHIBIT A: DESCRIPTION OF SERVICES

The parties agree as follows:

1. **Services A.** Provider agrees to provide Capital Introductory services to Recipient for a maximum period of twelve (12) months while Recipient is seeking [REDACTED]
[REDACTED]
[REDACTED] The Provider agrees to attend and participate in meetings with Recipient and collaborate and provide advice and assistance to Recipient as is mutually agreed by the parties when pertinent to the project. Provider is responsible for performing due diligence on all of Recipient's financials to assure the Recipient fits the criteria and qualifications for the funding. Provider is responsible for creating the offer sheet for the deal. Provider will perform a series of introductions to the Recipient's team with potential Investors such as: Banks, Family Offices, High net worth Individuals, Multi Family Offices, Endowments, Foundations, etc. The Provider's service is to secure qualified Investors to fund the deal partially or in its entirety.
2. **Independent Contractor.** Provider's relationship with Recipient will be that of an independent contractor and not that of an employee. Provider will not be eligible for any employee benefits, nor will Recipient make deductions from payments made to Provider for employment or income taxes, all of which will be Provider's responsibility. Provider shall NOT have authority to enter into contracts that bind Recipient or create obligations on the part of Recipient without the prior written authorization of Recipient.
3. **Nondisclosure of Confidential Information.**
 - a. **Agreement Not to Disclose.** Provider agrees not to use any Confidential Information (as defined below) disclosed to Provider by the Company for Provider's own use or for any purpose other than to carry out discussions concerning, and the undertaking of, the Services. Provider shall not disclose or permit disclosure of any Confidential Information of the Company to third parties. Provider agrees to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the Company in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Provider further agrees to notify the Company in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of the Company's Confidential Information which may come to Provider's attention.
 - b. **Definition of Confidential Information.** "Confidential Information" means any information, technical data or know-how (whether disclosed before or after the date of this Agreement), including, but not limited to, information relating to business and product or service plans, financial projections, customer lists, business forecasts, sales and merchandising, human resources, patents, patent applications, computer object or source code, research, inventions, processes, designs, drawings, engineering, marketing or finance to be confidential or proprietary or which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary. Confidential Information does not include information, technical data or know-how which: (i) is in the possession of Provider at the time of disclosure, as shown by Provider's files and records immediately prior to the time of disclosure; or (ii) becomes part of the public knowledge or literature, not as a direct or indirect result of any improper inaction or action of Provider.

- c. **Exceptions.** Notwithstanding the above, Provider shall not have liability to the Company or any of its subsidiaries regarding any Confidential Information of the Company which Provider can prove:
- i. is disclosed with the prior written approval of the Company.
 - ii. is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that Provider shall provide prompt notice of such court order or requirement to the Company to enable the Company or its appropriate subsidiary to seek a protective order or otherwise prevent or restrict such disclosure.

EXHIBIT E



Gmail

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Compose

Mail

Inbox 7

Chat

Starred

Spaces

Snoozed

Sent

Drafts 6

Meet

More

Labels

[Redacted] External Inbox



GEORGE SANTOS [Redacted]

to [Redacted]

Hi [Redacted]

Hope all is well with you.

[Redacted] has extended the following offer and i would like you

[Redacted]

[Redacted]

All Payments and Fees: [Redacted]

Final Purchase price: \$ [Redacted]

[Redacted]

Please let me know your thoughts.

George Devolder-Santos

Managing Principal

Enable desktop notifications for Devolder Organization Mail. OK No thanks



M Gmail

in:sent

7

Compose

Mail

Inbox

7

Chat

Starred

Snoozed

Spaces

Sent

Drafts

6

Meet

More

Labels

[Redacted]
to me

Hi George
Thank you for the offer.

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Let me know .
Individual 4

Sent from my iPhone

On Sep 4, 2022, at 11:22 AM, GEORGE SANTOS



GEORGE SANTOS

Thank you [Redacted] I am passing the information on. I'll ge

Enable desktop notifications for Devokler Organization Mail.



Gmail

in:sent

7

Compose

Mail

Inbox 7

Chat

Starred

Spaces

Snoozed

Sent

Meet

Drafts 6

More

Labels



GEORGE SANTOS

Thank you

I am passing the information on.
I'll get back to you shortly.

George Devolder-Santos

Managing Principle



GEORGE SANTOS



Hi George! Ok sounds good. Call me when you have a c



GEORGE SANTOS

1 question asked



Enable desktop notifications for Devolder Organization Mail. OK No thanks



Gmail

in:sent

7

Compose

Mail

Inbox 7

Starred

Snoozed

Sent

Drafts 6

More

Labels



GEORGE SANTOS <[redacted]>

Hi [redacted],

[redacted] offer is as follows:

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

All Payments and Fees: [redacted]

Final Purchase price: [redacted]

The contents of this e-mail message and any attachments have received this transmission in error, any use, reproduction, or distribution of this message to any intended recipient, please delete all copies of the message.

[redacted]

Enable desktop notifications for Devolder Organization Mail. OK No thanks

EXHIBIT F

LEASE AGREEMENT**The Landlord and Tenant agree to lease the Apartment at the Rent and for the Term stated on these terms:**

LANDLORD: _____ **TENANT:** George A D Santos _____
Address for Notices _____
 Apartment (and terrace, if any) _____ at _____

| | | |
|-------------------------------|---|--|
| Lease date: July 24 | Term 2 year beginning July 26 20 ²⁰ ending July 31 20 ²² | Yearly Rent \$ 31,200 Monthly Rent \$ 2,600 Security \$ 2,600 |
|-------------------------------|---|--|

Rider Additional terms on _____ 1 _____ page(s) initialed at the end by the parties is attached and made a part of this Lease.

1. Use

The Apartment must be used only as a private Apartment to live in and for no other reason. Only a party signing this Lease and the spouse and children of that party may use the Apartment.

2. Failure to give possession

Landlord shall not be liable for failure to give Tenant possession of the Apartment on the beginning date of the Term. Rent shall be payable as of the beginning of the Term unless Landlord is unable to give possession. Rent shall then be payable as of the date possession is available. Landlord will notify Tenant as to the date possession is available. The ending date of the Term will not change.

3. Rent, added rent

The rent payment for each month must be paid on the first day of that month at Landlord's address. Landlord need not give notice to pay the rent. Rent must be paid in full and no amount subtracted from it. The first month's rent is to be paid when Tenant signs this Lease. Tenant may be required to pay other charges to Landlord under the terms of this Lease. They are to be called "added rent." This added rent is payable as rent, together with the next monthly rent due. If Tenant fails to pay the added rent on time, Landlord shall have the same rights against Tenant as if Tenant failed to pay rent. Payment of rent in installments is for Tenant's convenience only. If Tenant defaults, Landlord may give notice to Tenant that Tenant may no longer pay rent in installments. The entire rent for the remaining part of the Term will then be due and payable.

4. Security

Tenant has given Security to Landlord in the amount stated above. If Tenant fully complies with all of the terms of this Lease, Landlord will return the Security after the Term ends. If Tenant does not fully comply with the terms of this Lease, Landlord may use the Security to pay amounts owed by Tenant, including damages. If Landlord sells or leases the Building, Landlord may give the Security to the buyer or lessee. Tenant will look only to the buyer or lessee for the return of the Security.

5. Services

Landlord will supply: (a) heat as required by law, and (b) hot and cold water for bathroom and kitchen sink. Stopping or reducing of service(s) will not be reason for Tenant to stop paying rent, to make a money claim or to claim eviction. Damage to the equipment or appliances supplied by Landlord caused by Tenant's act or neglect, may be repaired by Landlord at Tenant's expense. The repair cost will be added rent.

Tenant must pay for all electric, gas, telephone, water, sewerage and other utility services used in the Apartment and arrange for them with the public utility company.

Landlord may stop service of the plumbing, heating, elevator, air cooling or electrical systems, because of accident, emergency, repairs, or changes until the work is complete. If unable to supply any service because of labor trouble, Government order, lack of fuel supply or other cause not controlled by Landlord, Landlord is excused from supplying that service. Service shall resume when Landlord is able to supply it.

6. Repairs

Tenant must take good care of the Apartment and all equipment and fixtures in it. Tenant must, at Tenant's cost, make all repairs and replacements whenever the need results from Tenant's act or neglect. If Tenant fails to make a needed repair or replacement, Landlord may do it. Landlord's expense will be added rent.

7. Alterations

Tenant must obtain Landlord's prior written consent to install any panelling, flooring, "built in" decorations, partitions, railings or make alterations or to paint or wallpaper the apartment. Tenant must not change the plumbing, ventilating, air conditioning, electric or heating systems. If consent is given, the alterations and installations shall become the property of Landlord when completed and paid for, and shall remain with and as part of the Apartment at the end of the Term. Landlord has the right to demand that Tenant remove the alterations and installations before the end of the Term. The demand shall be by notice, given at least 15 days before the end of the Term. Landlord is not required to do or pay for any work unless stated in this Lease.

8. Fire, accident, defects, damage

Tenant must give Landlord prompt notice of fire, accident, damage or dangerous or defective condition. If the Apartment can not be used because of fire or other casualty, Tenant is not required to pay rent for the time the Apartment is unusable. If part of the Apartment cannot be used, Tenant must pay rent for the usable part. Landlord shall have the right to decide which part of the Apartment is usable. Landlord need only repair the damaged structural parts of the Apartment. Landlord is not required to repair or replace any equipment, fixtures, furnishings or decorations unless originally installed by Landlord. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control.

If the fire or other casualty is caused by an act or neglect of Tenant or guest of Tenant, or at the time of the fire or casualty Tenant is in default in any term of this Lease, then all repairs will be made at Tenant's expense and Tenant must pay the full rent with no adjustment. The cost of the repairs will be added rent.

Landlord has the right to demolish or rebuild the Building if there is substantial damage by fire or other casualty. Even if the Apartment is not damaged, Landlord may cancel this Lease within 30 days after the fire or casualty by giving Tenant notice of Landlord's intention to demolish or rebuild. The Lease will end 30 days after Landlord's cancellation notice to Tenant. Tenant must deliver the Apartment to Landlord on or before the cancellation date in the notice and pay all rent due to the date of the fire or casualty. If the Lease is cancelled Landlord is not required to repair the Apartment or Building.

9. Liability

Landlord is not liable for loss, expense, or damage to any person or property, unless due to Landlord's negligence. Tenant must pay for damages suffered and money spent by Landlord relating to any claim arising from any act or neglect of Tenant. Tenant is responsible for all acts of Tenant's family, employees, guests or invitees.

10. Landlord may enter

Landlord may at reasonable times, enter the Apartment to examine, to make repairs or alterations, and to show it to possible buyers, lenders or tenants.

11. Assignment and sublease

Tenant must not assign this Lease or sublet all or part of the Apartment or permit any other person to use the Apartment. If Tenant does, Landlord has the right to cancel the Lease as stated in the Default section.

12. Subordination

This Lease and Tenant's rights, are subject and subordinate to all present and future: (a) leases for the Building or the land on which it stands, (b) mortgages on the leases or the Building or land, (c) agreements securing money paid or to be paid by a lender, and (d) terms, conditions, renewals, changes of any kind and extensions of the mortgages or leases or Lender agreements. Tenant must promptly execute any certificate(s) that Landlord requests to show that this Lease is so subject and subordinate. Tenant authorizes Landlord to sign these certificate(s) for Tenant.

13. Condemnation

If all of the Apartment or Building is taken or condemned by a legal authority, the Term, and Tenant's rights shall end as of the date the authority takes title to the Apartment or Building. If any part of the Apartment or Building is taken, Landlord may cancel

this Lease on notice to Tenant. The notice shall set a cancellation date not less than 30 days from the date of the notice. If the Lease is cancelled, Tenant must deliver the Apartment to Landlord on the cancellation date together with all rent due to that date. The entire award for any taking belongs to Landlord. Tenant gives Landlord any interest Tenant may have to any part of the award. Tenant shall make no claim for the value of the remaining part of the Term.

14. Tenant's duty to obey laws and regulations

Tenant must, at Tenant's expense, promptly comply with all laws, orders, rules, requests, and directions, of all governmental authorities, Landlord's insurers, Board of Fire Underwriters, or similar groups. Tenant may not do anything which may increase Landlord's insurance premiums. If Tenant does, Tenant must pay the increase as added rent.

15. Tenant's defaults and Landlord's remedies

A. Landlord may give 5 days written notice to Tenant to correct any of the following defaults:

1. Failure to pay rent or added rent on time.
2. Improper assignment of the Lease, improper subletting all or part of the Apartment.
3. Improper conduct by Tenant or other occupant of the Apartment.
4. Failure to fully perform any other term in the Lease.

B. If Tenant fails to correct the defaults in section A within the 5 days, Landlord may cancel the Lease by giving Tenant a written 3 day notice stating the date the Term will end. On that date the Term and Tenant's rights in this Lease automatically end and Tenant must leave the Apartment and give Landlord the keys. Tenant continues to be responsible for rent, expenses, damages and losses.

C. If the Lease is cancelled, or rent or added rent is not paid on time, or Tenant vacates the Apartment, Landlord may in addition to other remedies take any of the following steps:

1. Use dispossession, eviction or other lawsuit method to take back the Apartment, and
2. To the extent permitted by law, enter the Apartment and remove Tenant and any person or property.

D. If the Lease is ended or Landlord takes back the Apartment, rent and added rent for the unexpired Term becomes due and payable. Landlord may re-rent the Apartment and any thing in it for any Term. Landlord may re-rent for a lower rent and give allowances to the new Tenant. Tenant shall be responsible for Landlord's cost of re-renting. Landlord's cost shall include the cost of repairs, decorations, broker's fees, attorney's fees, advertising and preparation for renting. Tenant shall continue to be responsible for rent, expenses, damages and losses. Any rent received from the re-renting shall be applied to the reduction of money Tenant owes. Tenant waives all rights to return to the Apartment after possession is given to the Landlord by a Court.

16. Waiver of jury, counterclaim, setoff

Landlord and Tenant waive trial by a jury in any matter which comes up between the parties under or because of this Lease (except for a personal injury or property damage claim). In a proceeding to get possession of the Apartment, Tenant shall not have the right to make a counterclaim or setoff.

17. Notices

Any bill, statement or notice must be in writing. If to Tenant, it must be delivered or mailed to the Tenant at the Apartment. If to Landlord it must be mailed to Landlord's address. It will be considered delivered on the day mailed or if not mailed, when left at the proper address. A notice must be sent by certified mail. Landlord must send a written notice to Tenant if Landlord's address is changed.

18. No waiver, illegality

Landlord's acceptance of rent or failure to enforce any term in this Lease is not a waiver of any of Landlord's rights. If a term in this Lease is illegal, the rest of this lease remains in full force.

19. Bankruptcy, insolvency

If (1) Tenant assigns property for the benefit of creditors, (2) Tenant files a voluntary petition or an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or (3) a trustee or receiver of Tenant or Tenant's property is appointed, Landlord may give Tenant 30 days notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within the 30 days, the Term shall end as of the date stated in the notice. Tenant must continue to pay rent, damages, losses and expenses without offset.

20. Rules

Tenant must comply with Landlord's Rules. Notice of Rules will be posted or given to Tenant. Landlord need not enforce Rules against other Tenants. Landlord is not liable to Tenant if another tenant violates the Rules. Tenant receives no rights under the Rules.

21. Representations

Tenant has read this Lease. All promises made by the Landlord are in this Lease. There are no others.

22. Landlord unable to perform

If due to labor trouble, government order, lack of supply, Tenant's act or neglect, or any other cause not fully within Landlord's reasonable control Landlord is delayed or unable to (a) carry out any of the Landlord's promises or agreements, (b) supply any service to be supplied, (c) make any required repair or change in the Apartment or Building, or (d) supply any equipment or appliances, this Lease shall not be ended or Tenant's obligations affected.

23. End of term

At the end of the Term, Tenant must: leave the Apartment clean and in good condition, subject to ordinary wear and tear; remove all of Tenant's property and all Tenant's installations and decorations; repair all damages to the Apartment and Building caused by moving; and restore the Apartment to its condition at the beginning of the Term.

24. Space "as is"

Tenant has inspected the Apartment and Building. Tenant states they are in good order and repair and takes the Apartment "as is."

25. Quiet enjoyment and habitability

Subject to the terms of this Lease, as long as Tenant is not in default Tenant may peaceably and quietly have, hold, and enjoy the Apartment for the Term. Landlord states that the Apartment and Building are fit for human living and there is no condition dangerous to health, life or safety.

26. Landlord's consent

If Tenant requires Landlord's consent to any act and such consent is not given, Tenant's only right is to ask the Court to force Landlord to give consent. Tenant agrees not to make any claim against Landlord for money or subtract any sum from the rent because such consent was not given.

27. Legal fees

The successful party in a legal action or proceeding between Landlord and Tenant for non-payment of rent or recovery of possession of the Apartment may recover reasonable legal fees and costs from the other party.

28. Lease binding on

This Lease is binding on Landlord and Tenant and those that lawfully succeed to their rights or take their place.

29. Landlord

Landlord means the owner, or the lessee of the Building, or a lender in possession. Landlord's obligations end when Landlord's interest in the Building is transferred. Any acts Landlord may do may be performed by Landlord's agent or employees.

30. Paragraph headings

The Paragraph headings are for convenience only.

31. Changes

This Lease may be changed only by an agreement in writing signed by and delivered to each party.

32. Effective date

This Lease is effective when Landlord delivers to Tenant a copy signed by all parties.

SEE RIDER ATTACHED

Signatures Landlord and Tenant have signed this Lease as of the date at the top.

LANDLORD:

[Redacted signature]

TENANT:

[Handwritten signature]

WITNESS:

[Redacted witness signature]



OFFICIAL CHECK

RE: [REDACTED]

DATE: 07/17/2020

52-013
112

PAY TO THE ORDER OF

Two Thousand Six Hundred AND 00/100

\$2,600.00

The Bank will not stop payment on this Official Bank Check and reimburse the purchaser or issue a replacement until the purchaser or payee signs a Declaration of Loss and more than 90 days have passed since the date of issue.

DRAWER: TD BANK N.A.



NON NEGOTIABLE

AUTHORIZED SIGNATURE

0067930

Office AU #

11-24

1210(8)

Remitter: GEORGE SANTOS
Purchaser: GEORGE SANTOS
Purchaser Account: [REDACTED]
Operator I.D.: [REDACTED]
Funding Source: Electronic Item(s)

PAY TO THE ORDER OF ** [REDACTED] **

CASHIER'S CHECK

SERIAL #:

ACCOUNT #:

July 23, 2020

****One Thousand Three Hundred and 00/100 - US Dollars ****

****\$1,300.00****

Payee Address:
Memo:

VOD IF OVER US \$ 1,300.00

NOTICE TO PURCHASER-IF THIS INSTRUMENT IS LOST, STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION AND REISSUANCE. AS A CONDITION TO CANCELLATION AND REISSUANCE, WELLS FARGO & COMPANY MAY IMPOSE A FEE AND REQUIRE AN INDEMNITY AGREEMENT AND BOND.

NON-NEGOTIABLE

Purchaser Copy

FB004 44293 80078636

OC-NY Rev2 9/09 M 3919649

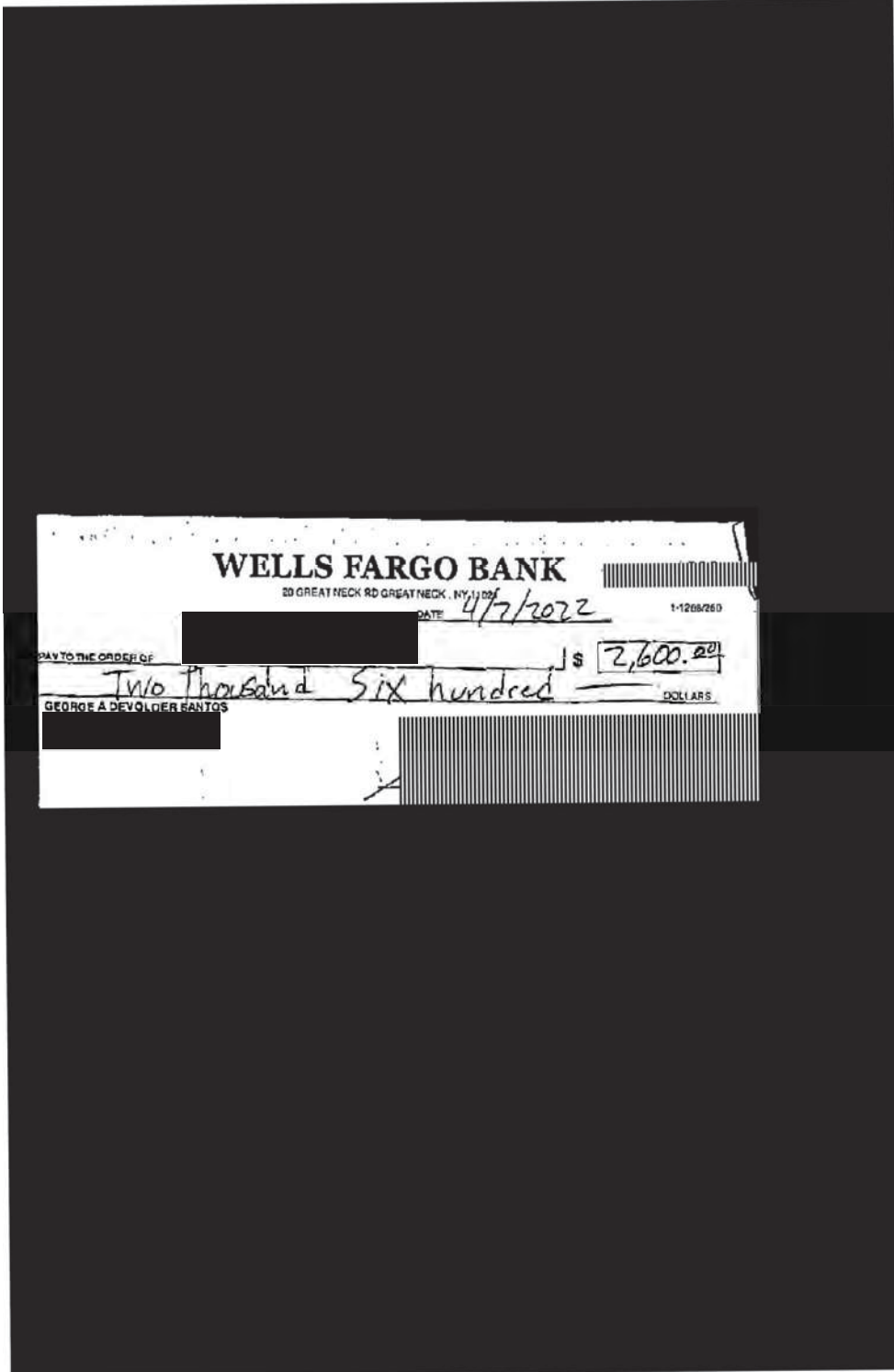
EXHIBIT G



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Item 19 of 28

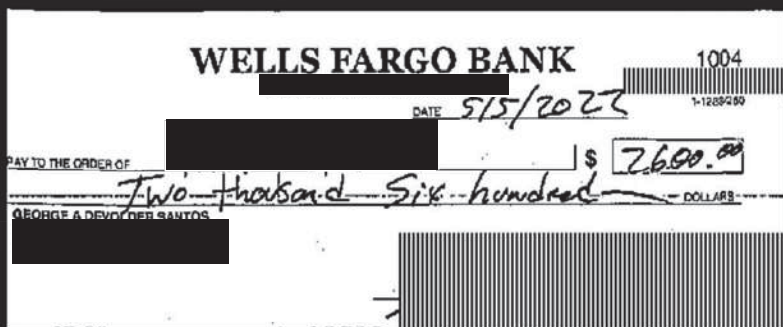




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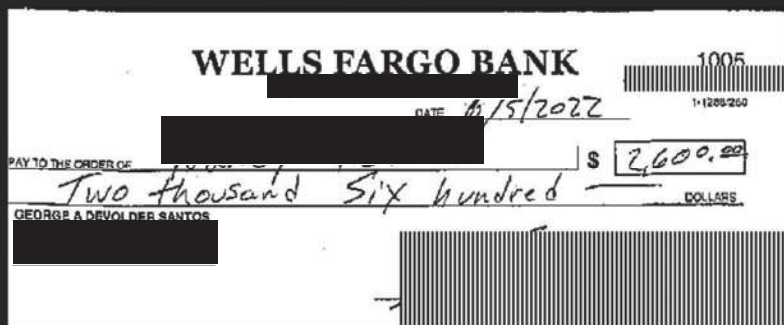




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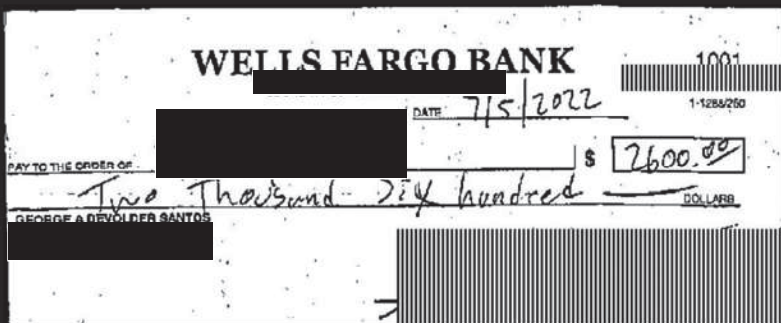
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Item 15 of 28



MN147014586931.1.1I_860038578...

Done

Wells Fargo PhotoCopy Request

Dear customer,
The enclosed photo is the copy you requested. If you have questions about your request, please call Wells Fargo phone bank at 1-800-TO-WELLS(1-800-869-3557) available 24 hours a day, 7 days a week.

GEORGE A SANTOS

Total Num Of Items Sent: 1
Subject: MN147014586931.1B

4/14/23

8:44:14 PM

MN147014586931.1B

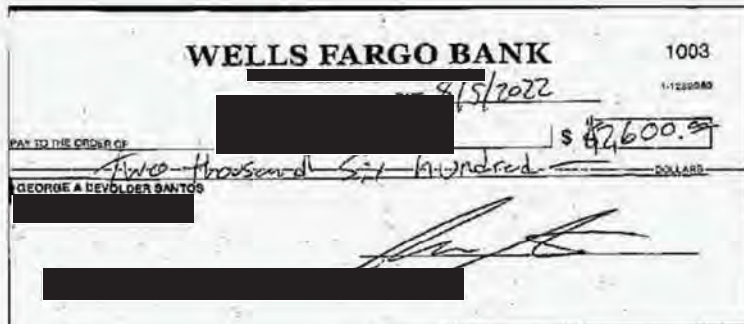


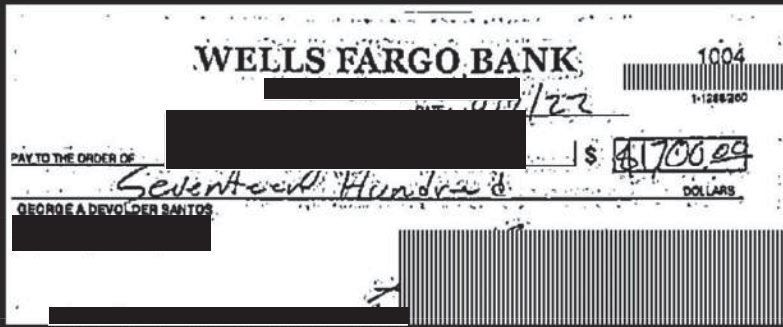
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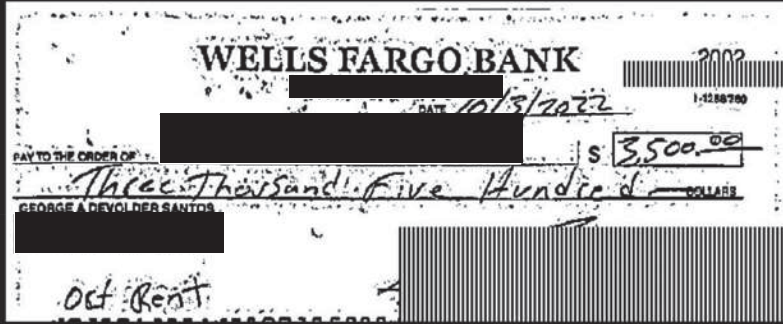
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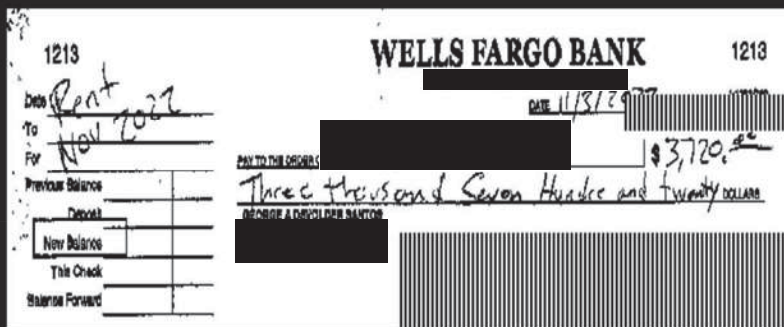
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Item 4 of 28



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Next

DEVOL DER ORGANIZATION LLC
[REDACTED]

1009
1-704-272-5000
00072

DATE 12/4/2022 CHECK AMOUNT

PAY TO THE ORDER OF [REDACTED] \$ 3,500.00

thirty five hundred DOLLARS

FLUSHING
Commercial & Business Bank
FlushingBank.com

FOR Rent Dec 2022 [Signature]
[REDACTED]

Date:12/06/2022 Account:[REDACTED] Amount:\$3,500.00 Serial:1009 Sequence:36646760 TR:226070474 TranCode:0
InstID:15 DbCr:D Pattern:1

4/14/23, 9:47 AM

Vision Archive Print: Set 1 of 1

1012
1-1012710
0012

DATE 12/01/2022

PAY TO THE ORDER OF [REDACTED] \$ 3500.00

Three thousand Five Hundred DOLLARS

FLUSHING
COMMERCIAL BANK
FlushingBank.com

FOR Jan 2023 Rent [REDACTED]

1012

Date: 01/05/2023 Account: [REDACTED] Amount: \$3,500.00 Serial: 1012 Sequence: 37882760 TR: 236070474 TranCode: 0

InstID: 15 DbCr:D Pattern: 1



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Item 1 of 28

