

# **EXHIBIT 44**

**From:** [Steven Palazzo](#)  
**To:** [Paul Breazeale](#)  
**Subject:** Fwd: your lease  
**Date:** Monday, January 29, 2018 11:45:31 AM  
**Attachments:** [donotreply@sojlaw.net\\_20180125\\_115401.pdf](#)  
[ATT00001.htm](#)

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Please see the attached lease. I've been storing campaign equipment in the building since over the christmas holidays.

If you have any recommendations please let me know.

Mortgage plus insurance and tax are right at \$3,000.

We can discuss.

Sent from my iPad

Begin forwarded message:

**From:** Steven Palazzo <[REDACTED]>  
**Date:** January 28, 2018 at 4:02:24 PM CST  
**To:** Congressman Steven Palazzo <[REDACTED]>  
**Subject:** Fwd: your lease

Sent from my iPhone

Begin forwarded message:

**From:** Mark Orgler <[REDACTED]>  
**Date:** January 25, 2018 at 10:34:32 AM CST  
**To:** 'Steven Palazzo' <[REDACTED]>  
**Subject:** your lease

Here you go bro

Mark C. Orgler  
Schwartz, Orgler & Jordan, PLLC  
12206 Highway 49  
Gulfport, MS 39503  
[REDACTED]

LEASE AGREEMENT BY AND BETWEEN

STEVEN PALAZZO  
AS LANDLORD

AND

PALAZZO FOR CONGRESS  
AS TENANT

FOR THE BUILDING COMMONLY KNOWN AS  
11072 Old Hwy 67, D'Iberville, MS 39540

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
FIRST JUDICIAL DISTRICT

## LEASE

THIS AGREEMENT made and entered into this day between STEVEN PALAZZO, hereinafter referred to as "Landlord"; and PALAZZO FOR CONGRESS, hereinafter referred to as "Tenant".

### WITNESSETH

For and in consideration of the mutual covenants, considerations and promises contained herein the Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises commonly known as 11072 Old Hwy 67, D'Iberville, MS 39540 (the "Leased Premises"), said Leased Premises being further described herein on the attached Exhibit "A".

1. TERM OF LEASE. The primary term of this lease agreement shall be for one (1) year commencing on the date the tenant takes possession of the property as described herein. The parties shall execute and amendment to this lease to verify the possession date.
2. RENTAL PAYMENTS AND DEPOSIT: Tenant agrees to pay Landlord

three thousand dollars (\$3,000.00) per month for twelve (12) months.

Said rent shall be paid to the Landlord in monthly installments on the first day of each calendar month following the rent commencement date (as hereinafter defined), together with such additional rent as described herein for the use of the leased premises without any right of deduction or set off whatsoever. The first rental payment shall be due to the Landlord on the day the Tenants takes possession of the subject property, being no later than January 1, 2018. Said payments shall be made to the Landlord at

\_\_\_\_\_,  
or at such other address as the Landlord may designate in writing to the Tenant. Tenant further agrees to pay a late payment penalty of Two Hundred and Fifty Dollars (\$250.00) per month should the base rental payment not be received by Landlord within fifteen (15) days after the aforesaid due date of each calendar month.

In addition the Tenant shall pay to the Landlord a security deposit of \$ \_\_\_\_\_ upon execution of this lease agreement which shall be retained by the Landlord until the Tenant has fulfilled all of its obligations under this lease agreement.

3. RENEWAL OF LEASE: Provided that the Tenant is not in default under the terms of this Lease Agreement upon the expiration of the primary term as set forth in the preamble of this Agreement the Tenant shall have the option to renew this Lease for up to two (2) consecutive renewal terms which renewal periods will consist of one (1) year each. In order for the Tenant to exercise this option to renew, the Tenant must provide written

notice of its intent to renew to the Landlord at the address contained in this Agreement or at such other address as the Landlord may designate from time to time at least six (6) months prior to the termination of the primary term of this Lease Agreement (or the first renewal term, as the case may be). Should the Tenant fail to provide the Landlord with such notice the Tenant's right to renew this Lease Agreement shall expire and be of no further force or affect.

Provided that the Tenant exercises its initial option to renew this Lease Agreement for the first one (1) year renewal period, the Tenant shall be required to provide the Landlord with a second written notice as set forth above in order to exercise the option for the second renewal period. It is the intent of the parties that the Landlord must receive a separate written notice for each renewal period. Should the Tenant exercise its option to renew this Lease Agreement all terms and conditions of the original Lease Agreement shall remain in full force and effect during the renewal periods except that the base rental amount shall be increased as follows:

Years	Annual Rent	Monthly Rent
2	\$42,000.00	\$3,500.00
3	\$48,000.00	\$4,000.00

4. RIGHT OF SALE OR TRANSFER: The Landlord retains the full and complete

authority to sell or transfer the leased premises at any time during the term of this lease. Should the Landlord receive a bonafide offer to purchase the leased premises during the term of the lease, the Landlord may complete the sale or transfer of the leased premises at any time during the term of this agreement and any such sale shall be made subject to the terms and conditions of this agreement. Should Landlord sell the subject property during the term of this lease, a short form lease memorandum will be executed by both parties and recorded in the land records in order to place the purchaser or transferee and the general public on notice of the parties' rights under this agreement. The Landlord may assign its rights under this lease to any purchaser or transferee without the consent of the Tenant or may reserve the right to receive the rental payments as a condition of any sale or transfer of the leased property. Said determination shall be at the sole discretion of the Landlord. The Tenant shall not assign Tenant's interest under this lease agreement, or any part of this Lease Agreement, without the prior written consent of the Landlord, which shall not be unreasonably withheld. Any assignment by Tenant without Landlord's consent shall be voidable at the option of the Lessor, who may, on the breach, immediately re-enter and take possession of the leased premises, or any part of the leased premises, without giving any notice.

5. During the term of this lease, Tenant shall use and operate the leased premises as a campaign headquarter. The Tenant shall not allow the lease premises to be used for any other purpose without the prior written consent of the landlord, which will not be unreasonably withheld.

6. COMMERCIAL USE: During the period of this lease, the Tenant will not allow any illegal activity, or any activity which may be construed as a nuisance, to be conducted in, on or about the leased premises. Should the Tenant conduct any activity which constitutes a nuisance it shall constitute a non-monetary default under the terms of this agreement and will allow the Landlord the remedies described herein below.

7. UTILITIES: The Tenant agrees and covenants to pay or cause to be paid all bills, charges, and sur-charges for all utilities on the leased premises during the term of this lease, including but not limited to water, sewer, gas, cable and electricity. Tenant shall further indemnify, defend and hold Landlord harmless for all such payments and shall discharge the same in a timely manner.

8. REPAIRS: The Landlord and Tenant agree that the leased premises are accepted in "AS IS" condition without warranty or representation as to the current condition.

Notwithstanding the foregoing, the Landlord shall keep the foundation, roof, floor slab, and structural portions of the outer walls of the Premises in good repair, except for repairs required thereto by reason of the acts of Tenant, Tenant's employees, agents, licensees, or contractors. Tenant shall give Landlord written notice of the necessity for repairs coming to the attention of Tenant following which Landlord shall commence such repairs within thirty (30) days of receipt of notice and shall have a reasonable time to complete such repairs; provided however, Tenant is not in default of this lease agreement.

The provisions of this subsection shall not apply in the case of damage or

destruction by fire or other casualty or by Eminent Domain which are controlled by other provisions of this lease.

Except as described above, the Tenant shall fully maintain and keep the subject property in good commercial condition and state of repair during the term of this lease.

Tenant covenants that it will not cause or allow any waste to occur on the leased premises at any time during the term of this lease. The Tenant shall fully maintain the interior and exterior (not required to be maintained by the Landlord) of the improvements, including the repair and/or replacement of the heating, air conditioning, electrical, plumbing, lawn maintenance, and any signs which are located on the leased premises. It is the intent of the parties that the Landlord shall have no obligation to conduct any repairs during the term of this lease except as set forth above. Notwithstanding the above, the Landlord reserves the right to make any repairs to the leased premises, which it feels in its sole and absolute discretion are necessary to maintain the property in good condition, after first giving the Tenant notice that repairs are needed and giving the Tenant a reasonable opportunity to make the repairs. Should such repairs be completed by the Landlord, the cost of said repairs shall be considered additional rent and shall become immediately due and payable by the Tenant. Should the Tenant fail or refuse to pay any such repairs made by the Landlord within 10 days of written notice by Landlord of said obligation, the delinquent amount due shall earn interest from the date of notice at the rate of (a) eighteen percent (18%) per annum or (b) the maximum amount allowed by law (whichever is less).

9. IMPROVEMENTS: In addition to the Tenant's work, the Tenant may at its sole cost and expense make additions, improvements, alterations or changes necessary for the business of the Tenant, provided that the Tenant has obtained the Landlords prior written consent and provided that such work shall be completed in a good and workmanlike manner. Any such improvements or alterations must be completed by a licensed and bonded contractor who has been approved in writing by the Landlord. Further, all improvements to the structure by the Tenant shall become the property of the Landlord at the termination of this lease. During any construction or modification to the leased premises the Tenant agrees and covenants that it will not allow any liens to be placed against the subject property as a result of said construction. This includes but is not limited to contractor's liens, materialman's/ mechanics liens, lis pendens notices or security interests in any property which may become fixed to the realty. Tenant shall further be solely responsible for obtaining and paying for all necessary permits, applications and approvals for any contemplated repairs and/or modifications to the premises.

The Tenant further covenants and agrees that upon expiration or earlier termination of this lease, the Landlord shall have the option to require the Tenant to restore the leased premises to its original condition. This restoration includes but is not limited to the removal of any additional structures or modifications to the leased premises and also includes all repairs necessary to place the premises in a clean and orderly fashion after the removal of the aforesaid items.

#### 10. INSURANCE AND TAXES:

The Tenant shall maintain casualty insurance insuring the leased premises in such sums as the Landlord shall deem appropriate, which will insure at least ninety percent (90%) of the replacement value of the property.

Additionally, the Tenant shall, at its sole expense, maintain casualty insurance on the personal property, fixtures and equipment located within the leased premises in the amount equal to the full replacement cost of said items, which policy shall name the Landlord and any mortgagee or lien holder of the Landlord as co-insured/loss payees.

Tenant hereby agrees and covenants that any of said policies shall be issued by an insurer licensed to issue casualty policies in the State of Mississippi with a minimum Best's rating of "A+" or better. Said policies shall contain an endorsement that requires 30 days prior written notice be given to the Landlord before cancellation, modification or reduction of said policy. The Tenant shall provide the Landlord with a copy of the aforesaid policies and paid receipts prior to taking possession of the leased property, on each anniversary date of the lease agreement, and at any other time upon reasonable request of the Landlord.

Tenant shall maintain, at Tenant's sole expense, general public liability insurance for the protection of the Landlord in the minimum sum of \$1,000,000.00, per single occurrence and \$2,000,000.00, in aggregated coverage, which policy shall name the Landlord and any of Landlord's mortgagees or lien holders as co-insured/loss payees. Tenant hereby agrees and covenants that such policy shall be issued by an insurer licensed to issue general public

liability insurance in the State of Mississippi with a Best's rating of "A+" or better. Said policy shall contain an endorsement that requires 30 days prior written notice be given to the Landlord before cancellation, modification or reduction of said policy. The Tenant shall provide the Landlord with a copy of the aforesaid policy and paid receipt for said policy prior to taking possession of the leased property, on the anniversary date, and at any other time upon reasonable request of the Landlord.

Should the Tenant fail to acquire or maintain any of the aforesaid insurance policies, the Landlord shall have the right (but not the obligation) to obtain such coverage on Tenant's behalf and at Tenant's sole expense. Should Landlord make payment on such insurance premiums, Tenant shall immediately reimburse the Landlord upon receipt of said invoice for payment. All such amounts owed shall be considered additional rent which shall be immediately due and payable and shall accrue interest at the per annum rate of eighteen percent (18%) from the date of invoice until paid in full.

Tenant shall pay the ad valorem personal property taxes as the same shall become due and payable. Tenant shall provide the Landlord with receipts for said payment of real and personal taxes on or before February 15th of each calendar year.

If Tenant fails to pay any taxes which it is required to pay within 10 days of notice by Landlord of said tax obligation, the Landlord may at its option pay said taxes together with any penalties and said amount shall become immediately due and payable as additional rent, together with interest at the per annum rate of eighteen percent (18%).

11. "TRIPLE NET" LEASE: It is agreed between the parties that this is a "triple net" lease. It is further agreed that the Landlord shall receive the base and additional rents herein free from all charges and expenses imposed upon or by reason of the Property. Tenant may not for any reason withhold or reduce Tenant's required rental payments by right of set-off or otherwise.

12. INDEMNIFICATION: Tenant shall indemnify, defend, and hold harmless the Landlord from and against any and all losses, liabilities, costs and expenses, including reasonable attorney fees, judgments and other claims arising from injury, death or damage to any person or property which involves the leased premises which was (a) occasioned by any act, failure to act or omission of the Tenant, its agents, contractors, employees, or customers, and/or (b) caused by the use and/or occupancy of the leased premises or the condition of the Tenant's intended use including any liability as a result of the Tenant's breach of any provision of this lease.

13. FURNITURE AND EQUIPMENT: All furniture, equipment, and other items of personal property purchased by Tenant which are not permanently affixed to the leased premises shall remain the sole property of the Tenant who shall, provided that the Tenant is not in default under this lease or that an event of default does not occur prior to the termination of the agreement, have the right to remove same upon the termination of this agreement.

14. DEFAULT: Upon the occurrence of any one or more of the events described

below which shall constitute a default, the Landlord shall have the absolute right, but not the obligation to (a) cancel and terminate this lease agreement, and thereupon re-enter and take possession of the leased premises; and/or (b) re-enter and re-lease said Premises from time to time, as an agent of the Tenant, but such re-entry and re-leasing shall not operate as a release or discharge of the Tenant from liability or obligations hereunder, except that the net rents collected as a result of such re-leasing shall be a credit against the Tenant's liability for rents under the lease. However, if the landlord should re-enter and/or release the leased premises, such action shall in no way affect or postpone the landlord's right to sue for rents, whether currently due or due by acceleration. However, the landlord is under a duty to attempt to mitigate its damages and the tenant will be given credit for any rent collected on the property for the remainder of the lease term.

Default Events:

(a) In the event that Tenant should fail to pay one or more of said base rental installments when the same become due and payable.

(b) In the event an execution, pending execution or other legal proceeding is commenced against the goods, furniture, or other property of the Tenant or against said leased premises or upon the interest of the Tenant in this Lease.

(c) In the event of a petition in bankruptcy (voluntary or involuntary) by or against the Tenant, or any guarantor of the lease.

(d) In the event of an appointment of a Receiver of Tenant's property, or in the case of an assignment for the benefit of creditor's by the Tenant.

(e) In the event the leased premises is used for any unlawful activity, or any other activity which in the sole discretion of the Landlord constitutes a nuisance.

(f) In the event that the Tenant establishes or allows to be established any lien against the leased premises, including but not limited to Materialman's Mechanic's and Contractor's Liens.

(g) In the event that the Tenant fails to pay any additional rent items including but not limited to assessments for taxes; insurance, repairs, etc.

Notwithstanding the above default events, no default hereunder shall be deemed to have occurred on the part of the Tenant until ten (10) days after the first written notice of a monetary default or thirty (30) days after the first written notice of a non-monetary default shall have been given to Tenant, and within such time, Tenant has failed to cured said default. If any non-monetary default by Tenant cannot reasonably be cured with thirty (30) days after notice, then Tenant shall have an additional thirty (30) days to effect such cure; provided however, the Tenant commences immediate action to cure said default within the original thirty (30) day notice period and works diligently, prudently and with reasonable commercial dispatch to complete the necessary actions to cure such default. The reasonableness (or lack thereof) of any such curative action shall be judged by the sole discretion of the Landlord. It is agreed and understood that the should the Tenant commit any default event in breach of this agreement (whether monetary or non-monetary) after

having previously received one written notice of default the Landlord may immediately terminate this agreement by providing written notice as described herein and the Tenant shall immediately surrender the leased premises.

It is expressly agreed by the parties that upon Tenant's default under the terms of this agreement and failure to cure said default within the time period allowed, all rents due hereunder for the entire lease term and any other monies owed shall be and become immediately due and payable without regard as to whether the premises shall have been surrendered to or taken by the Landlord.

15. ATTORNEY FEES: In the event it becomes necessary for either party to employ an attorney for the enforcement of this lease or to defend any matters arising from the lease, the prevailing or non-breaching party shall recover reasonable attorney's fee and all related costs associated with the action or defense from the non-prevailing or breaching party.

16. DAMAGE OR DESTRUCTION OF PREMISES. In the event of a partial destruction of the premises during the term of this lease agreement from any cause, Landlord shall promptly repair such damage, provided the repairs can be made within One Hundred Eighty (180) days under the laws and regulations of the applicable governmental authorities. Any partial destruction shall neither annul nor void this Lease Agreement except the Tenant shall be entitled to a reduction of rent while the repairs are being made, any apportionment reduction being based upon the extent to which the making of repairs shall

interfere with the business carried on by the Tenant on the premises. If the Landlord does not elect to make repairs that can be made within the time specified or, in the alternative, those repairs can not be made within the time specified herein, this Lease Agreement may be terminated at the option of either party.

17. CONDEMNATION: If there is a partial taking of the leased premises by condemnation or eminent domain or some other taking by any governmental authority for any purpose, then this lease shall be voidable by the tenant as of the date possession shall be taken by such authority and the rent shall be due and payable only for the period prior to the date of the taking. Any and all compensation paid to the Landlord as a result of condemnation or eminent domain is solely and exclusively due to the Landlord. The Tenant has no right to receive any of the aforementioned compensation.

18. PROHIBITION OF SUBLEASE & ASSIGNMENT: Tenant shall not sublease the subject premises or any portion thereof during the term of this lease and shall not assign their interest in this lease to any third party unless prior written approval for such assignment has first been obtained from the Landlord, which approval will not be unreasonably withheld. Any assignment will not relieve the original Tenant or Guarantor of their obligations hereunder.

19. BROKERAGE: The parties acknowledge that they have not dealt with any real estate brokers or agents and no commissions are due under this lease agreement. The parties agree to indemnify and hold each other harmless from and against any claims by other brokers or agencies relating to the subject lease.

20. FORCE MAJEURE: Landlord shall be excused for the period of any delay and shall not be in default with respect to the performance of any of the terms or conditions of this Lease, when prevented from so doing by cause or causes beyond the Landlord's control, which shall include, without limitation, all labor disputes, governmental regulations or controls, city and municipal regulation or controls, fire, hurricane or other casualty, inability to obtain any material, services, acts of God, or any other cause, whether similar or dissimilar to the foregoing, not within the control of the Landlord.

21. HAZARDOUS SUBSTANCES:

(a) "Hazardous Substances" shall mean chemical substances or pollutants (above acceptable levels as determined by governmental authorities) known to be hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solid, liquid or gaseous, including but not limited to asbestos, radioactive materials, oil, gasoline, diesel fuel and other hydrocarbons, and any other substances defined as "hazardous wastes", "hazardous substances", "toxic substances", "pollutants", "contaminants", or other similar designations, or any other material, the removal, storage or presence of which is regulated or required and/or the maintenance of which is penalized by the Resources Conservation Recovery Act, 42 U.S.C. §6901, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, et seq., the Toxic Substances Control Act, 15 U.S.C. §2601, et seq., the Clean Water Act, 33 U.S.C. §1251, et seq., the Safe Drinking Water Act, 42 U.S.C. §300(f)-300(j) - 10, the Clean Air Act, 42 U.S.C. §7401, et seq., or any other local, state or federal agency, authority or

governmental unit.

(b) Tenant shall at all times comply, at its sole cost and expense, with Governmental Requirements relating to any Hazardous Substances. Tenant shall at its sole cost and expense maintain in effect any permits, licenses or other governmental approvals, if any, required for Tenant's use of the Property. Tenant shall make all disclosures required of Tenant by any Governmental Requirements relating to Hazardous Substances and affecting the Property. Tenant shall comply with all orders issued by any governmental authority having jurisdiction over the Property and take all action required of such governmental authorities to bring the Property into compliance with all Governmental Requirements relating to Hazardous Substances and affecting the Property.

(c) If at any time Tenant or Landlord shall become aware, or have reasonable cause to believe, that any Hazardous Substances have been released or have otherwise come to be located on or beneath the Property, such party shall immediately upon discovering the release or the presence or suspected presence of the Hazardous Substances, give written notice of the condition to the other party. In addition, the party first learning of the release or presence of Hazardous Substances on or beneath the Property, shall immediately notify the other party in writing of (I) any enforcement, cleanup, removal, or other governmental or regulatory action instituted, completed, or threatened pursuant to any Hazardous Substances laws (ii) any claim made or threatened by any person against Landlord, Tenant, the Property and Improvements arising out of or resulting from any Hazardous Substances,

and (iii) any reports made to any local, state, or federal environmental agency arising out of or in connection with any Hazardous Substances.

(d) TENANT SHALL INDEMNIFY, DEFEND (BY COUNSEL ACCEPTABLE TO LANDLORD), PROTECT, AND HOLD HARMLESS LANDLORD, AND EACH OF LANDLORD'S PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, SUCCESSORS, AND ASSIGNS, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, PENALTIES, FINES, JUDGMENTS, FORFEITURES, LOSSES, COSTS, OR EXPENSES (INCLUDING ATTORNEYS' FEES, CONSULTANTS' FEES, AND EXPERT FEES) FOR THE DEATH OR OF INJURY TO ANY PERSON OR DAMAGE TO ANY PROPERTY WHATSOEVER, ARISING FROM OR CAUSED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY BY (I) THE PRESENCE IN, ON, UNDER, OR ABOUT THE PROPERTY, THE IMPROVEMENTS OR ANY DISCHARGE OR RELEASE IN OR FROM THE PROPERTY OR THE IMPROVEMENTS OF ANY HAZARDOUS SUBSTANCES, BUT ONLY TO THE EXTENT THAT ANY SUCH PRESENCE, DISCHARGE, OR RELEASE IS CAUSED BY TENANT'S ACTIVITIES ON THE PROPERTY, OR (ii) TENANT'S FAILURE TO COMPLY WITH ANY HAZARDOUS SUBSTANCES LAW, TO THE EXTENT THAT COMPLIANCE IS REQUIRED ON ACCOUNT OF TENANT'S ACTIVITIES ON THE PROPERTY AND NOT TO THE EXTENT THAT COMPLIANCE IS REQUIRED SOLELY BECAUSE TENANT, AS THE OCCUPANT OF THE PROPERTY, IS HELD ACCOUNTABLE FOR

HAZARDOUS SUBSTANCES IN, ON, UNDER, OR ABOUT THE PROPERTY, OR  
RELEASED FROM THE PROPERTY WHICH ARE NOT CAUSED BY OR  
RELEASED BY TENANT. THE OBLIGATIONS OF THE TENANT HEREUNDER  
SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION  
**OF THIS SUBLEASE, AND ANY EXTENSIONS THEREOF.**

22. NOTICES: Any notice which is required or desired to be given in accordance with the terms of this lease shall be deemed to have been properly give when such notice(s) shall be sent by registered or certified mail, postage prepaid and addressed as follows:

To Landlord at :       STEVEN PALAZZO

and a copy to:       Mark C. Orgler, Esq.

To Tenant at: PALAZZO FORCONGRESS

23. APPLICABLE LAW: This lease agreement shall be governed according to the laws of the State of Mississippi, regardless of the residency of the parties or the place of execution of this agreement.

24. SECURITY INTEREST IN IMPROVEMENTS TO THE STRUCTURE: The Tenant hereby covenants and agrees to execute any and all documents reasonably necessary in order to grant the Landlord a collateral security interest in the Tenant's improvements to the landlord's premises.

25. RIGHT OF ENTRY: The Landlord hereby expressly reserves the right to enter on and inspect the leased premises at all times during the term of this Lease agreement. The Landlord shall only enter the premises during normal business hours and shall do so in a manner which will not interfere with the Tenant's operation of business.

26. MODIFICATION: No modification, alteration or amendment of this Lease shall be binding unless in writing and executed by the parties.

27. BINDING EFFECT: This lease agreement shall be binding upon the parties and their respective heirs, assigns, and successors in interest.

28. HEADINGS: The headings and captions contained herein are included for convenience and reference only, and shall not be considered as any indication of priority or construction of the lease.

29. ENTIRE AGREEMENT: This lease agreement contains the entire agreement between the parties. Neither the Lessee nor Lessor has relied upon any statements, promises, or agreements in conflict with the terms of this document.

30. SIGNAGE. The Tenant may erect, install and maintain a sign of a kind and size in a location, all in accordance with the Landlord's design criteria for the Building and as first approved in writing by the Landlord and the City of Gulfport. All other signs, as well as the advertising practices of the Tenant, will comply with all applicable rules and regulations of the Landlord. The Tenant will not erect, install or maintain any sign other than in accordance with this section.

31. MISCELLANEOUS:

Upon the reasonable request of the other party, each party shall join in the execution of a short form lease memorandum setting forth the basic terms and conditions of this agreement and such short form memorandum may be recorded in the office of the Chancery Clerk of Harrison County, Mississippi.

If any term, condition, or covenant of this agreement shall be held to be invalid by a court of competent jurisdiction, the remaining terms of the lease shall remain in full force and effect.

This lease agreement may be executed in any number of counterparts, each of which when signed by both parties will be deemed an original.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have made and signed this Lease Agreement in duplicate in the City of Gulfport, State of Mississippi, this the \_\_\_\_\_ day of January, 2018.

LANDLORD:

---

STEVEN PALAZZO

TENANT:

---

PALAZZO FOR CONGRESS

By:

Its:

# **EXHIBIT 45**

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**From:** Cameron Bell <[REDACTED]>  
**Sent:** Wednesday, February 14, 2018 12:06 PM  
**To:** Steven Palazzo <[REDACTED]>  
**Subject:** 11072 Old Highway 67 - commercial lease discusslon

The closest I can come to a "comparable" lease property is \$12 per square foot. Which at 3,856 SF, would put this property in the range of \$46,272 per year, or \$3,856 per month... so very closely in line with the proposed asking residential lease rate of \$4,000 per month. The biggest issue to keep on your radar for a potential commercial lease would be the renovations or "TI," which stands for tenant improvement. I.e., a tenant comes along and says yes, I'd like to rent this for X dollars per month for a commercial location, but I need you as the landlord/owner, to put \$50K, or whatever, into renovating the property to make it more suitable for my intended commercial use, as it is only functional as a residence at this time.

Thank you,  
Cameron

**Cameron C. Bell**  
Realtor | Broker | Attorney  
**Cameron Bell Properties, Inc.**  
14335 Dedeaux Road  
Gulfport, MS 39503  
Cell [REDACTED]  
Fax (800) 520-3445  
[www.cameronbellproperties.com](http://www.cameronbellproperties.com)

# **EXHIBIT 46**

**From:** [Cameron Bell](#)  
**To:** [Brown, Jeffrey](#)  
**Subject:** FW: 11072 Old Highway 67 - commercial lease discussion  
**Date:** Monday, July 6, 2020 1:46:27 PM

---

**Cameron C. Bell**

Realtor | Broker | Attorney\*

**Cameron Bell Properties, Inc.**

14335 Dedeaux Road

Gulfport, MS 39503

Cell [REDACTED]

Fax (800) 520-3445

[www.cameronbellproperties.com](http://www.cameronbellproperties.com)

\*Not actively practicing law.

---

**From:** Steven Palazzo <[REDACTED]>  
**Sent:** Wednesday, February 14, 2018 12:21 PM  
**To:** Cameron Bell <[REDACTED]>  
**Subject:** Re: 11072 Old Highway 67 - commercial lease discussion

Hey can you put that in writing just your description of the lease and how you calculated value thank you. And send just that

Sent from my iPhone

On Feb 14, 2018, at 12:06 PM, Cameron Bell <[REDACTED]> wrote:

The closest I can come to a "comparable" lease property is \$12 per square foot. Which at 3,856 SF, would put this property in the range of \$46,272 per year, or \$3,856 per month... so very closely in line with the proposed asking residential lease rate of \$4,000 per month. The biggest issue to keep on your radar for a potential commercial lease would be the renovations or "TI," which stands for tenant improvement. I.e., a tenant comes along and says yes, I'd like to rent this for X dollars per month for a commercial location, but I need you as the landlord/owner, to put \$50K, or whatever, into renovating the property to make it more suitable for my intended commercial use, as it is only functional as a residence at this time.

Thank you,  
Cameron

**Cameron C. Bell**

Realtor | Broker | Attorney

**Cameron Bell Properties, Inc.**

14335 Dedeaux Road  
Gulfport, MS 39503  
Cell [REDACTED]  
Fax (800) 520-3445  
[www.cameronbellproperties.com](http://www.cameronbellproperties.com)



This email has been checked for viruses by AVG antivirus software.  
[www.avg.com](http://www.avg.com)

# **EXHIBIT 47**

**From:** [Steven Palazzo](#)  
**To:** [Paul Breazeale](#)  
**Subject:** Fwd: 11072 Old Highway 67 - commercial lease discussion  
**Date:** Thursday, February 15, 2018 7:58:46 AM

---

FYI!

Sent from my iPad

Begin forwarded message:

**From:** Cameron Bell <[REDACTED]>  
**Date:** February 14, 2018 at 12:06:29 PM EST  
**To:** 'Steven Palazzo' <[REDACTED]>  
**Subject:** 11072 Old Highway 67 - commercial lease discussion

The closest I can come to a "comparable" lease property is \$12 per square foot. Which at 3,856 SF, would put this property in the range of \$46,272 per year, or \$3,856 per month... so very closely in line with the proposed asking residential lease rate of \$4,000 per month. The biggest issue to keep on your radar for a potential commercial lease would be the renovations or "TI," which stands for tenant improvement. I.e., a tenant comes along and says yes, I'd like to rent this for X dollars per month for a commercial location, but I need you as the landlord/owner, to put \$50K, or whatever, into renovating the property to make it more suitable for my intended commercial use, as it is only functional as a residence at this time.

Thank you,

Cameron

**Cameron C. Bell**

Realtor | Broker | Attorney

**Cameron Bell Properties, Inc.**

14335 Dedeaux Road

Gulfport, MS 39503

Cell [REDACTED]

Fax (800) 520-3445

[www.cameronbellproperties.com](http://www.cameronbellproperties.com)



This email has been checked for viruses by AVG antivirus software.

[www.avg.com](http://www.avg.com)

# **EXHIBIT 48**

**From:** [Steven Palazzo](#)  
**To:** [Paul Breazeale](#)  
**Subject:** Signed Contract PFC  
**Date:** Thursday, February 15, 2018 11:17:50 AM  
**Attachments:** [2018\\_02\\_09\\_10\\_55\\_15.pdf](#)  
[ATT00001.htm](#)

---

**LEASE AGREEMENT BY AND BETWEEN**

**STEVEN PALAZZO, AS LANDLORD  
AND  
PALAZZO FOR CONGRESS, AS TENANT**

**FOR THE BUILDING COMMONLY KNOWN AS  
11072 Old Hwy 67, D'Iberville, MS 39540**

**STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
FIRST JUDICIAL DISTRICT**

**LEASE**

**This lease agreement is made and entered into on the date signed between Steven Palazzo, hereinafter referred to as “Landlord” and Palazzo for Congress, hereinafter referred to as “Tenant.”**

**LEASED PREMISES**

**For and in consideration of the mutual covenants, considerations and promises contained herein the Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises commonly known as 11072 Old Hwy 67, D’Iberville, MS 39540 (the “Leased Premises”).**

**TERM OF LEASE**

**The term of the lease shall be for one (1) year commencing on February 1, 2018. The lease shall be automatically renewed in one year increments and may be cancellable at any time after the initial year by either party with a 90-day written notice.**

**LEASE PAYMENT AMOUNTS**

**During the initial year of the lease the Tenant shall pay the Landlord \$3,000 per month, payable in advance. Monthly lease payments after the initial year shall be increased no more than 5% per month.**

**DEPOSITS**

**At the outset of the initial year of the lease, Tenant shall pay the Landlord a security deposit of one months’ rent. Subject to any damage and/or breakage, such security deposit shall be refunded at the termination of the lease.**

**OPERATIONS**

**During the period of occupancy, Tenant anticipates using the property as a campaign headquarters and/or for any other purposes that are consistent with the character of the neighborhood.**

**With Landlord approval, Tenant is permitted, at Tenant’s expense, to make changes and/or enhancements to the property.**

**During the period of occupancy, Landlord reserves the right to sell such property and thereby, with a notice of at least 90 days, cancel this lease.**

**PAYMENT OBLIGATIONS**

At Tenant expense, the property shall be maintained in a state of repair that is consistent with the its condition at the outset of this lease.

Tenant shall pay for insurance, including casualty and liability insurance, on the property and the contents therein. Evidence of such insurance shall be provided to Landlord.

Tenant shall pay for all utilities, including deposits related thereto.

Landlord shall initially pay all real estate taxes and subsequently send the Tenant a bill for the same.

**ATTORNEY FEES**

In the event that it becomes necessary for either party to employ an attorney for the enforcement of this lease and/or defend any matters arising from this lease, the prevailing party shall recover reasonable attorney's fees and related costs from the non-prevailing party.

**ADDITIONAL OBLIGATIONS**

This lease may not be transferred and/or assigned without the advance approval, in writing, of both parties. Landlord may use the property for collateral for existing and/or additional mortgage indebtedness

**MISCELLANEOUS**

Both parties agree that this lease shall be governed by the laws of the State of Mississippi.

Applicable notices under that lease shall be in writing and delivered to addresses provided.

Signed  
(Tenant) \_\_\_\_\_ Date \_\_\_\_\_

Signed  
(Landlord) \_\_\_\_\_ Date \_\_\_\_\_

# **EXHIBIT 49**

**From:** [Steven Palazzo](#)  
**To:** [Paul Breazeale](#)  
**Subject:** Re: Mississippi Secretary of State  
**Date:** Friday, March 30, 2018 11:15:08 PM  
**Attachments:** [2018\\_03\\_13\\_15\\_11\\_12.pdf](#)  
[ATT00001.htm](#)

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**LEASE AGREEMENT BY AND BETWEEN**

**GREENE ACRES OF MS, LLC, AS LANDLORD  
AND  
PALAZZO FOR CONGRESS, AS TENANT**

**FOR THE BUILDING COMMONLY KNOWN AS  
11072 Old Hwy 67, D'Iberville, MS 39540**

**STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
FIRST JUDICIAL DISTRICT**

**LEASE**

**This lease agreement is made and entered into on the date signed between Greene Acres of Ms, LLC, hereinafter referred to as “Landlord” and Palazzo for Congress, hereinafter referred to as “Tenant.”**

**LEASED PREMISES**

**For and in consideration of the mutual covenants, considerations and promises contained herein the Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises commonly known as 11072 Old Hwy 67, D’Iberville, MS 39540 (the “Leased Premises”).**

**TERM OF LEASE**

**The term of the lease shall be for one (1) year commencing on February 1, 2018. The lease shall be automatically renewed in one year increments and may be cancellable at any time after the initial year by either party with a 90-day written notice.**

**LEASE PAYMENT AMOUNTS**

**During the initial year of the lease the Tenant shall pay the Landlord \$3,000 per month, payable in advance. Monthly lease payments after the initial year shall be increased no more than 5% per month.**

**DEPOSITS**

**At the outset of the initial year of the lease, Tenant shall pay the Landlord a security deposit of one months’ rent. Subject to any damage and/or breakage, such security deposit shall be refunded at the termination of the lease.**

**OPERATIONS**

**During the period of occupancy, Tenant anticipates using the property as a campaign headquarters and/or for any other purposes that are consistent with the character of the neighborhood.**

**With Landlord approval, Tenant is permitted, at Tenant’s expense, to make changes and/or enhancements to the property.**

**During the period of occupancy, Landlord reserves the right to sell such property and thereby, with a notice of at least 90 days, cancel this lease.**

PAYMENT OBLIGATIONS

At Tenant expense, the property shall be maintained in a state of repair that is consistent with the its condition at the outset of this lease.

Tenant shall pay for insurance, including casualty and liability insurance, on the property and the contents therein. Evidence of such insurance shall be provided to Landlord.

Tenant shall pay for all utilities, including deposits related thereto.

Landlord shall initially pay all real estate taxes and subsequently send the Tenant a bill for the same.

ATTORNEY FEES

In the event that it becomes necessary for either party to employ an attorney for the enforcement of this lease and/or defend any matters arising from this lease, the prevailing party shall recover reasonable attorney's fees and related costs from the non-prevailing party.

ADDITIONAL OBLIGATIONS

This lease may not be transferred and/or assigned without the advance approval, in writing, of both parties. Landlord may use the property for collateral for existing and/or additional mortgage indebtedness

MISCELLANEOUS

Both parties agree that this lease shall be governed by the laws of the State of Mississippi.

Applicable notices under that lease shall be in writing and delivered to addresses provided.

Signed  
(Tenant)  Paul W. Brown Date 2/1/2018

Signed  
(Landlord) \_\_\_\_\_ Date \_\_\_\_\_

# **EXHIBIT 50**

The Honorable Steven Palazzo  
Member, U.S. House of Representatives

OFFICE OF CONGRESSIONAL ETHICS  
WASHINGTON, DC 20515

**Re: REQUEST FOR INFORMATION**  
**Review No. 20-2124**

- (4) All documents and communications related to Palazzo for Congress's rental and use of property from Greene Acres, LLC, including but not limited to, all rental agreements, documents establishing Palazzo for Congress's need for and use of the rental property, efforts made to establish the fair market value of the rental space, billing invoices, and payments made to Greene Acres, LLC for the rental.

***Response with Documents Attached:***

To support routine campaign activity and establish a permanent campaign presence, Palazzo for Congress leased a campaign office to prepare for the 2018 election cycle and maintain preparedness for future elections. By November 2017, it was widely covered in media reports that Steven Palazzo would likely be opposed by up to three well known elected officials from the Mississippi Gulf Coast in the June 2018 Republican Primary and November 2018 General Election. Additionally, a lesser known Republican primary opponent had been aggressively campaigning against Steven Palazzo since mid-November 2016. The 2018 election cycle appeared to be one of the most competitive election cycles for incumbent Steven Palazzo.

Also, media reports indicated there would be a competitive Republican Primary for the U.S. Senate in a race between Senator Roger Wicker and Chris McDaniel. Palazzo for Congress had experienced in 2014 the risks of being challenged during a midterm Republican Primary while concurrently an incumbent senator is in a competitive primary election. In 2014, Steven Palazzo narrowly avoided a runoff election in the Republican Primary. Senator Thad Cochran was challenged by Chris McDaniel in one of the most closely watched primaries in the country. This race went to a runoff where Senator Cochran won.

With two-year election cycles and the normalization of primary challenges, a member of the House of Representatives never stops campaigning and requires a year round campaign presence. In preparation for what was proving to be a competitive re-election and a realistic replay scenario of the bitter 2014 midterm Mississippi Republican Primaries, it was necessary to identify and secure a campaign office.

Palazzo for Congress rented an investment property owned by Steven Palazzo and managed by Greene Acres, LLC, located at 11072 Old Hwy 67, Diberville, MS 39540 from February 2018 until September 2019. The campaign office offered a centralized, convenient location in a major commercial district with east to west interstate access and direct access to high traffic areas along Highway 90. The location has convenient access to major corridors leading to densely populated areas of the northern part of the 4th Congressional District.

# **EXHIBIT 51**

The Honorable Steven Palazzo  
Member, U.S. House of Representatives

OFFICE OF CONGRESSIONAL ETHICS  
WASHINGTON, DC 20515

**Re: REQUEST FOR INFORMATION**  
**Review No. 20-2124**

- (1) A list of all campaign offices (or locations where the campaign has rented office space) since January 1, 2014. The list should include the address of the rental space and the dates during which the campaign utilized the space

***Response with Documents Attached:***

Campaign Offices since January 1, 2014:

1. April 2014 – July 2014, 2210 Pass Road, Unit C, Gulfport, MS 39501
2. April 2014 – July 2014, 4700 Hardy Street, Suite R, Hattiesburg, MS 39402
3. February 2018 – September 2019, 11072 Old Hwy 67, Diberville, MS 39540
4. February 1 – March 21, 2020, 1711 Hardy Street (2<sup>nd</sup> Floor), Hattiesburg, MS 39401

# **EXHIBIT 52**

**From:** [Hunter Lipscomb](#)  
**To:** [Paul Breazeale](#)  
**Cc:** [Jill Comfort](#)  
**Subject:** Fw: FOR APPROVAL: Office Space  
**Date:** Thursday, February 6, 2020 4:56:47 PM  
**Attachments:** [Palzzo For Congress 1711 Hardy St.doc](#)

---

Paul:

Just forwarding to you for approval.

Thanks!

Hunter

---

**From:** Steven Palazzo [REDACTED]  
**Sent:** Monday, February 3, 2020 12:32 PM  
**To:** Jill Comfort [REDACTED]  
**Cc:** Hunter Lipscomb [REDACTED]  
**Subject:** Re: FOR APPROVAL: Office Space

Please forward to Paul B my treasurer.

Sent from my iPhone

On Feb 3, 2020, at 12:06 PM, Jill Comfort [REDACTED] wrote:

Andy Stetelman has agreed to "rent" us a property on Hardy Street to use as the campaign headquarters for sign storage and meetings -- We will only pay for partial utilities which he estimated to be about \$150 a month. The arrangement is only until March 21st.

I've attached the lease agreement. Let me know if you have any questions about this.

Thanks,  
Jill  
<Palzzo For Congress 1711 Hardy St.doc>

# **EXHIBIT 53**

# LONDON AND STETELMAN REALTORS

3906 Hardy Street, Hattiesburg, MS 39402

Phone (601) 268-8770 Fax (601) 268-8871

<http://www.londonandstetelman.com>

## SHORT-FORM COMMERCIAL LEASE

### 1. PARTIES AND LEASED PREMISES

ARL,LLC (hereinafter referred to, whether one or more, as "Lessor"), hereby leases to:  
Palazzo For Congress (hereinafter referred to, whether one or more, as "Lessee"), the following described property identified as municipal number:1711 Hardy St (2<sup>nd</sup> floor)           , Hattiesburg, MS and consisting of approximately 1,200 +/- square feet of leased area.

### 2. PERSONAL AND INDIVIDUAL LIABILITY

If the above described property is leased to more than one party, this Lease Contract shall be a personal and individual obligation of all parties hereunder as Lessees.

### 3. TERMS

This Lease is for a term commencing on Feb 1, 2020, and ending on March 21, 2020, unless terminated sooner as herein provided. **If no extension is exercised at the end of the lease term a thirty (30) days reciprocal notice to vacate in writing will automatically become effective.**

### 4. RENTAL AND PLACE OF PAYMENT

The rental under this Lease shall be see utility clause, payable in advance on day of occupancy. All payments of rent shall be made to London & Stetelman, Realtors, at 3906 Hardy Street, Hattiesburg, Mississippi 39402.

**NOTE: All monies for payment received by London & Stetelman shall be applied first to non-rent obligations of Lessee, then to rent, regardless of notations on checks.**

### 5. INSURANCE REQUIREMENTS

- a) Lessee will provide Lessor with a **Certificate reflecting acceptable liability insurance coverage** not less than the amount of \$ NA Lessee to self-insure listing Lessor as an **additional insured**. (See sample Certificate attached). Lessee will indemnify and hold Lessor harmless from any injury at the leased premises pertaining to the lessees occupancy.
- b) In the event the Lessor's property insurance premium increases due to Lessee's tenancy (use), the Lessor will have the right to pass the amount of increase on a pro rata share to Lessee.

\_\_\_\_ Lessee  
\_\_\_\_ Lessor

LONDON & STETELMAN REALTORS  
SHORT-FORM COMMERCIAL LEASE  
PAGE 1 OF 7

6. UTILITIES

Lessor shall promptly pay all charges for gas, electricity, water and other utilities consumed on or furnished to the leased premises. Therefore all gas, water and electric is included in the space and Lessee will reimburse all cost of utilities upon demand.

7. USE OF PREMISES

The leased premises shall be used only for the following purposes: Campaign Offices. Lessee will use and occupy leased premises in a lawful manner, and comply with all existing and future governmental regulations. The leased premises shall not be used in any manner that might damage or depreciate the leased premises. The Lessee shall not use or permit or suffer the use of the leased premises for any other business or purpose without the written consent and approval of Lessor.

8. REPAIRS

The leased premises and all appurtenances contained therein including, but not limited to, fixtures, locks, keys, glass, elevators (if any), plumbing, automatic sprinkler system (if any), heating equipment and air conditioning equipment (if any), ceiling and/or ceiling tile, are accepted by Lessee in their present condition, including any vices or defects that may now exist or hereafter arise in the leased premises, except as to such repairs or improvements as this Lease requires Lessor to make. Lessor shall maintain the roof, exterior sidewalls, gutters and downspouts of the leased premises in good order and repair, but shall not be required to make any other repairs or replacements whatsoever to the leased premises, except those rendered necessary by fire or other perils which would be covered by fire and extended coverage insurance. Lessor guarantees that all heating, air conditioning systems, plumbing, electrical systems, and plumbing fixtures are in good repair and working condition on the date of the commencement of this Lease Agreement and Lessor has five (5) working days from date utilities are connected to make necessary repairs, unless circumstances beyond Lessor=s control. Lessee shall, at Lessee's expense and within a reasonable period of time, make any and all repairs and replacements of whatsoever nature or character that may become necessary to the leased premises during the term of this Lease other than those hereinabove required to be made by Lessor. **Lessee's obligation shall be limited to \$ 250 .00 per occurrence. However, if repair quote exceeds the stated limit Lessee shall obtain Landlords approval prior to work being started. If said approval is not obtained Lessee may be obligated to the entire expense.)**

At the termination of this Lease, Lessee shall return the leased premises to Lessor in like order and condition as received, broom clean and free from trash, ordinary decay, wear and tear excepted, and shall deliver the keys to the leased premises to Lessor or its Agent.

9. SUBLEASE

Premises may not be subleased without written Lessor consent, said consent not to be unreasonably withheld.

\_\_\_\_ Lessee  
\_\_\_\_ Lessor

LONDON & STETELMAN REALTORS  
SHORT-FORM COMMERCIAL LEASE  
PAGE 2 OF 7

10. FIRE OR CASUALTY DAMAGE

In the event of fire or other casualty to the leased premises of less than 50%, Lessor may elect to restore and may give Lessee written notice of intent within 15 days after casualty and shall have 4 months to complete, during which time rent shall abate proportionate to percentage of leased premises that are unusable. If Lessor does not give above written notice of intent, Lessee may cancel this lease on written notice to Lessor. In case of 50% or more damage, either party may cancel this lease by giving the other written notice within 15 days after said casualty.

11. CONTINGENCY DEPOSIT

Concurrent with signing of the lease, Lessee has deposited with Agent a contingency deposit of \$ NA, to guarantee faithful performance of the terms of this lease by Lessee. At the termination of this Lease, Lessee shall return the leased premises to Lessor in like order and condition as received, broom clean and free from trash, ordinary decay, wear and tear excepted, and shall deliver the keys to the leased premises to Lessor or its Agent. **If after an inspection by Lessor or Lessor's representative the premises are found to be in proper condition, any deposit held by landlord shall be returned. Should cleanup or repairs be necessary, said expense shall be held out of deposit. Any remaining deposit after said cleanup shall be returned to Lessee. In the event that repairs or cleanup exceeds the deposit Lessee may be billed for the additional expense.**

12. DEFAULT PROVISIONS

If Lessee fails to pay any installment of rent and/or additional rent due under this Lease or fails to comply with any other provisions of this Lease, within ten (10) days after notice by Lessor to Lessee demanding same, provided that said notice need not be given with regard to nonpayment of rent after such notice has been given twice during the period of this Lease, or if Lessee abandons the leased premises, or discontinues the use of the leased premises for the purposes for which leased, or removes from the leased premises any property against which Lessor is entitled to a Lessor's lien, or makes an assignment for the benefit of creditors, or is adjudged a bankrupt in an involuntary bankruptcy proceeding, or files any type of proceeding or applies for any relief under the laws of the United States relating to bankruptcy or State laws relating to insolvency, or if a receiver or other custodian is appointed for Lessee or any of Lessee's property by any court, then, in any such event, Lessor shall have the right, at Lessor's option, without putting Lessee in default and without notice of default, (1) to cancel this Lease effective immediately or effective as of any date Lessor may select, (2) to proceed one or more times for past due installments of rent only, without prejudicing the right to proceed later for additional installments or exercise any other remedy, (3) to declare the unpaid rent for the entire unexpired term of this Lease immediately due and payable and at once demand and receive payment thereof, or (4) to have recourse to any other remedy or mode of redress to which Lessor may be entitled by law. In the event Lessor exercises the right to cancel this Lease, then

(1) Lessor shall have the right, as soon as said cancellation is effective, to reenter the leased premises and relet the same for such price and on such terms as may be immediately available without notice or court proceedings, Lessee hereby assenting thereto and expressly waiving any notice to vacate, and (2) Lessee shall be and remain liable not only for all rents payable to the date such cancellation becomes effective as provided above, but Lessor, upon Lessee's default as defined hereinabove, may accelerate the unaccrued rents for the remaining term of this Lease. Upon acceleration of the unaccrued future rents for the remainder of the term of this Lease, Lessee shall be liable for the total amount of such unaccrued future rents and shall further be responsible for any and all damages and other loss suffered by Lessor resulting from such cancellation. (Acceleration refers to contracts for payment of money for future rents or otherwise by which time for payment is hastened or advanced because of breach of

\_\_\_\_ Lessee  
\_\_\_\_ Lessor

LONDON & STETELMAN REALTORS  
SHORT-FORM COMMERCIAL LEASE  
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some condition such as failure to pay rents owed when due or upon demand therefore as provided herein.)

In addition to the above provisions, the Lessee shall also be liable for the following penalties and late fees if lease payment is not received by the tenth (10th) day of the month as previously set herein; i: A late fee of \$100.00 dollars will be charged, plus; ii: An additional \$20.00 daily for each day thereafter that the rental is not paid. iii: If a rental is paid by check, and it is returned by the Bank on which it is drawn, uncleared, then a penalty of \$50.00 will be charged plus \$5.00 daily for each day thereafter that check is not redeemed in legal U.S. tender. Where applicable, the fee for late payment and uncleared checks will both be incurred.

**13. COMMISSIONS**

**(I)** Owner agrees to pay to London & Stetelman, Realtors, for negotiating and managing this Lease, a commission of NA % of the gross rents due under this Lease, including any percentage rents payable hereunder; such commission to be paid as and when rents are actually collected, in which case such rents shall be collected by London & Stetelman, Realtors. Owner further agrees to pay to London & Stetelman, Realtors, in the manner prescribed above, a commission of NA% on the gross rents, including any percentage rents, due under any and all renewals, extensions or holdovers of this Lease, and any and all new leases hereinafter made with Lessee or any affiliate, nominee or representative of Lessee, covering the leased premises (including any newly constructed or repaired premises resulting from fire or other casualty) or any part thereof.

**(II)** If this Lease is canceled or terminated by mutual agreements of Owner and Lessee or the property is sold without written consent of London & Stetelman Realtors, Owner, upon such cancellation, termination or sale shall pay to London & Stetelman, Realtors, a commission of NA% of all rents due from the time of cancellation or termination to the ending date of this Lease.

**(III)** In the event this property sells to a tenant procured by Agent, Agent will be paid by Owner NA(%) of sales price at closing

**14. ATTORNEY'S FEES**

Should an attorney be engaged by Lessor to enforce payment of the rent due under this Lease or to protect any of the interests of Lessor hereunder, with or without judicial proceedings, Lessee agrees to pay Lessor the reasonable fee of such attorney, which fee is hereby fixed, if the collection of money is involved, at a minimum of twenty-five percent (25%) of the amount of such money owed, such fee in no event to be less than \$100.00, and Lessee also agrees to pay all Court costs and other expenses incurred by Lessor.

**15. BROKER DISCLOSURE TO LESSEE**

The undersigned Broker and all agents affiliated with the undersigned Broker are the agents of the Lessor and have fiduciary duty to represent loyally and faithfully the interests of the Lessor. While the Broker and his agents will deal with the Lessee fairly and honestly, they are not the agents of the Lessee and do not represent the interests of the Lessee. If the Lessee considers it necessary, the Lessee can obtain agency representation of a lawyer or real estate broker, or both.

**16. INDEMNITY CLAUSE**

\_\_\_\_ Lessee  
\_\_\_\_ Lessor

LONDON & STETELMAN REALTORS  
SHORT-FORM COMMERCIAL LEASE  
PAGE 4 OF 7

Notwithstanding anything contained herein to the contrary Lessee holds Lessor harmless from any and all loss, cost injury, damage, it may sustain as a result of leasing said premises. Lessee shall provide its own insurance coverage for liability, fire, theft and extended coverage protection for any and all personal property, furniture, inventory, equipment, supplies, etc. that may be brought onto, used or stored on the site and shall be solely responsible for same.

**17. ENVIRONMENTAL STATEMENT**

Lessee shall, at Lessee's sole cost and expense, take all such actions as may be required to cause the demised premises to be free of Hazardous Materials brought onto the demised premises in violation of applicable environmental laws or regulations; and Lessee shall, at Lessor's request and at no expense to Lessor, cause any such Hazardous Materials brought onto the demised premises by Lessee, its agents, servants, employees or business invitees to be removed in compliance with applicable environmental laws or regulations. Lessee hereby agrees to fully indemnify, protect, defend and hold harmless Lessor from and against any and all costs, damages, claims, liabilities or losses of any kind or nature, including, but not limited to, reasonable attorney's fees, arising out of or in any way in connection with the presence, removal or remediation of Hazardous Materials in, on, under or about the demised premises brought thereon by Lessee, its agents, servants, employees or business invitees. For the purposes of this lease agreement "Hazardous Materials" means any and all chemicals, materials, gases or other substances the exposure to which is prohibited, limited or regulated by any applicable environmental law or governmental authority including, but not limited to, any federal, state or local statute, law, rule, regulation, ordinance, code, policy or rule of common law now in effect or hereafter adopted, and in each case as amended, and any judicial or administrative interpretations thereof, including any judicial or administrative order, consent decree or judgment, relating to the environment, health, safety or materials.

**18. FOR SALE, FOR LEASE SIGNS; INSPECTIONS BY PROSPECTS**

Lessor shall have the right to place the usual "For Sale" signs on the leased premises at any time during the entire term of this Lease and the usual "For Lease" signs on the leased premises during the last Three (3) months of the term of this Lease. Lessee agrees to allow persons authorized by Lessor to inspect the leased premises during the entire term of this Lease with the view of purchasing the same, and during the last Three (3) months of the term of this Lease with the view of renting or leasing the same, such inspections to be at reasonable hours.

**19. NOTICES**

Any notice to be given under this Lease by Lessor to Lessee shall be considered as duly given, whether received or not, if made in writing, addressed to Lessee and mailed by registered or certified mail to Lessee at the leased premises. Any notice to be given under this Lease by Lessee to Lessor shall be considered as duly given, whether received or not, if made in writing, addressed to Lessor and mailed by registered or certified mail to Lessor at the place where the rent is required to be paid under this Lease as provided within **paragraph 4 above**. Either Lessor or Lessee may change the designated place to which written notice is to be sent, by so advising the other, in writing, by registered or certified mail, at the place designated in this Lease or such place as may have been subsequently designated in accordance with this paragraph. Lessee's designated mailing address is:

**LESSEE:**

**CONTACT:** \_\_\_\_\_  
**COMPANY:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_  
**FAX** \_\_\_\_\_

\_\_\_\_\_  
Lessee  
\_\_\_\_\_  
Lessor

LONDON & STETELMAN REALTORS  
SHORT-FORM COMMERCIAL LEASE  
PAGE 5 OF 7

ADDRESS: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

CELL: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

20. SIGNS

Lessee may install no exterior signs without written Lessor approval of size, design, location and color, said Lessor approval not to be unreasonably withheld.

21. SMOKE FREE WORKPLACE

The property identified within this lease has a smoke free environment. Please refrain from smoking within the building unless a designated place has been provided.

22. SPECIAL PROVISIONS

23. SIGNATURES

Special note: This document is only a proposal until it is fully executed by the Lessor, only then does it become a binding Lease Contract.

\_\_\_\_\_  
COMPANY – Palazzo For Congress  
Date

\_\_\_\_\_  
S.S.# or Fed.ID#

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
LESSEE -

\_\_\_\_\_  
S.S.#

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Date

\_\_\_\_\_  
LESSOR - ARL,LLC  
Date

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
LESSOR -

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessee  
\_\_\_\_\_  
Lessor

LONDON & STETELMAN REALTORS  
SHORT-FORM COMMERCIAL LEASE  
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LONDON & STETELMAN, REALTORS Leasing Agency:

BY: \_\_\_\_\_

Andy Stetelman, SIOR, GRI, LMAR

\_\_\_\_\_  
Lessee  
\_\_\_\_\_  
Lessor

LONDON & STETELMAN REALTORS  
SHORT-FORM COMMERCIAL LEASE  
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# **EXHIBIT 54**

8:20 ↵



< Inbox Invitation: Palazzo Cam... ^ v

begin forwarded message.

From: [bridgette.jonesbiloxi](#) [REDACTED]  
 Date: May 15, 2018 at 9:03:23 AM CDT  
 To: [movesnomore](#) [REDACTED]  
[lesliedchurchwell](#) [REDACTED]  
 Subject: Invitation: Palazzo Campaign Meeting @ Wed May 16, 2018 5:15pm - 6:15pm (CDT)  
 ([movesnomore](#) [REDACTED])  
 Reply-To: [bridgette.jonesbiloxi](#) [REDACTED]

**Palazzo Campaign Meeting [more details »](#)**

When Wed May 16, 2018 5:15pm – 6:15pm Central Time

Where 11075 Old Hwy 67, D'Iberville, MS 39540, USA ([map](#))

Calendar [movesnomore](#) [REDACTED]

- Who
- [bridgette.jonesbiloxi](#) [REDACTED] - organizer
  - [movesnomore](#) [REDACTED]
  - [lesliedchurchwell](#) [REDACTED]

Going? [Yes](#) - [Maybe](#) - [No](#) [more options »](#)



IMG\_2608.JPG

# **EXHIBIT 55**

## Agenda for Campaign Meeting / Call In Tomorrow at 8:00 AM

Hunter Lipscomb <[REDACTED]>

Tue 10/16/2018 5:06 PM

To: Jill Duckworth <[REDACTED]>; Michele Gargiulo <[REDACTED]>;  
jameslevins94 <jameslevins94@[REDACTED]>; kylepalazzo <kylepalazzo@[REDACTED]>;  
colleen2394 <colleen2394@[REDACTED]>; Stephanie Norris <[REDACTED]>;  
Bridgette Jones <[REDACTED]>; Leslie Churchwell <[REDACTED]>  
Cc: Steven Palazzo <[REDACTED]>

**Team Palazzo see below for tomorrow's meeting. Please provide updates where applicable:**

**Call in: 601-345-4009**

**Location: Palazzo Campaign HQ**

**Time: 8:00 AM CST**

### PALAZZO FOR CONGRESS CAMPAIGN MEETING

1. Gulf Coast / Pine Belt Ground update:
  1. Doors Knocked to Date
  2. Doors Knocked October 12 – 16
  3. Doors Knocked by Staffer
  4. Upcoming Ground Game Events
  5. GOTV Schedule
  
2. Sign Update
  1. 4 x 4 Inventory
  2. Signs in the ground to date
  3. Status of 4 x 4 for Jackson, Harrison, George, Hancock, PRC
  4. Logging 4 x 4 locations
  5. Precinct sign deployment
  
3. Media Update
  1. Newspaper Ads
  2. Facebook Ad Campaign
  3. Enewsletter / Facebook
  4. Radio Ad Campaign
  
4. Supply Inventory
  1. Push cards
  2. Stickers
  3. Yard Signs
  
5. Staff Movements:
  1. Hunter, Jill, Michele, Tyler, Kyle, Stephen, Colleen, Stephanie, Bridgette
  
6. CSP Upcoming Events Schedule
  1. Farm Bureau Fundraiser
  2. George County Event
  
7. Community upcoming events - Leslie
  1. Ole Miss v Auburn

2. Peter Anderson Festival
3. USM Homecoming

8. Fundraising:

1. 1. Farm Bureau
2. Jackson Day
3. Thank you notes

# **EXHIBIT 56**



**Please Join Palazzo for Congress  
For A**

# **Volunteer Appreciation Cookout**

**Monday, November 5<sup>th</sup>, 2018**  
**6:00-8:00 p.m.**

**11072 Old HWY 67**  
**D'Iberville, MS 39540**

**RSVP:**

**Stephanie Norris:** [REDACTED]

# **EXHIBIT 57**



















# **EXHIBIT 58**

**Subject:** Re: Rugs  
**Date:** Thursday, February 15, 2018 at 4:25:01 PM Central Standard Time  
**From:** Z112 Palazzo, Steven  
**To:** Jones, Bridgette  
**Attachments:** image001.jpg, image002.jpg

Approved.

Sent from my iPad

On Feb 15, 2018, at 4:24 PM, Jones, Bridgette <[REDACTED]> wrote:

I can order rugs today for the downstairs:

- **Office #1:** 8 x 10 \$129.42
- **Office #2:** 8 x 10 \$129.42
- **Dining:** 9 x 12 \$149.00
- **Living:** 9 x 12 \$149.00

Should take 2 – 4 days to get here. They are large enough to protect the floors under desks / tables.

They are not expensive rugs but functional ones that look good.

<image001.jpg>

**Bridgette Jones**  
970 Tommy Munro Drive  
Suite D  
Biloxi, MS 39532  
Phone: [REDACTED]  
Fax: (228) 864-3099

<http://palazzo.house.gov/forms/emailsignup/>

<image002.jpg>