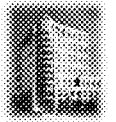


# **EXHIBIT 40**

Please note: The SCC website will be unavailable Thursday, December 17, from 6 p.m. until 10 p.m., for system maintenance. We apologize for the inconvenience and appreciate your patience.

Alert to corporations regarding unsolicited mailings from VIRGINIA COUNCIL FOR CORPORATIONS is available from the Bulletin Archive link of the Clerk's Office website.

Home | eFile Map | About SCC | Contact SCC | Privacy Policy



SCC eFile > Entity Search > Entity Details

Login | Create an Account



### SCC eFile Business Entity Details

[Help](#)

**SCC eFile**

- SCC eFile Home Page
- Check Name
- Distinguishability
- Business Entity Search
- Certificate Verification
- FAQs
- Contact Us
- Give Us Feedback

**Business Entities**

**SCC Tax Users**

**Legal Services**

**Attorney Services**

#### GL Ctr., P.C.

##### General

SCC ID: 07324973  
 Entity Type: Corporation  
 Jurisdiction of Formation: VA  
 Date of Formation/Registration: 1/20/2011  
 Status: Active  
 Shares Authorized: 100

##### Select an action

- [file a registered agent change](#)
- [file a registered office address change](#)
- [Resign as registered agent](#)
- [File an annual report](#)
- [Pay annual registration fee](#)
- [Order a certificate of good standing](#)
- [Submit a PDF for processing \(What can I submit?\)](#)
- [View eFile transaction history](#)
- [Manage email notifications](#)

##### Principal Office

8260 RIVER HILLS LANE  
RIXEYVILLE VA22737

##### Registered Agent/Registered Office

CARLA COLEMAN  
 8260 RIVER HILLS LANE  
 RIXEYVILLE VA 22737  
 CULPEPER COUNTY 123  
 Status: Active  
 Effective Date: 2/10/2015

Screen ID: e1000

www.scc.virginia.gov

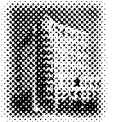


# **EXHIBIT 41**

Please note: The SCC website will be unavailable Thursday, December 17, from 6 p.m. until 10 p.m., for system maintenance. We apologize for the inconvenience and appreciate your patience.

Alert to corporations regarding unsolicited mailings from VIRGINIA COUNCIL FOR CORPORATIONS is available from the Bulletin Archive link of the Clerk's Office website.

Home | EFile Map | About SCC | Contact SCC | Privacy Policy



SCC eFile > Entity Search

Login | Create an Account



### SCC eFile Business Entity Search

[Help](#)

This page will allow you to locate business entities and view their details. If you are logged in you will be able to complete SCC eFile actions for a selected business entity.

Enter Business Entity Name or SCC ID:

Keyword  Starts With  Contains

[Check name distinguishability](#)

Your Search: **07324973**

Your Results: **(click on a business entity to view details or take action)**

Show  entries

	SCC ID	Business Entity Name	Entity Type	Status
1	07324973	GRAYSON LAW CENTER, P.C.	Corporation	Old name
2	07324973	GL CIR, P.C.	Corporation	Active

Showing 1 to 2 of 2 entries

Note: General Partnerships, including those registered for status as a Limited Liability Partnership (LLP), are not searchable on this site. For information regarding a general partnership of record with the Commission, please contact the Clerk's Office at (804) 371-9733 or toll-free in Virginia at 1-866-722-2551.

Screen ID: e0800

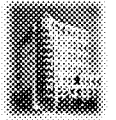
Need more help? Call 1-866-722-2551 or visit [www.scc.virginia.gov](http://www.scc.virginia.gov). Web site questions? Contact [webmaster@scc.virginia.gov](mailto:webmaster@scc.virginia.gov).

# **EXHIBIT 42**

Please note: The SCC website will be unavailable Thursday, December 17, from 6 p.m. until 10 p.m., for system maintenance. We apologize for the inconvenience and appreciate your patience.

Alert to corporations regarding unsolicited mailings from VIRGINIA COUNCIL FOR CORPORATIONS is available from the Bulletin Archive link of the Clerk's Office website.

Home | eFile Map | About SCC | Contact SCC | Privacy Policy



SCC eFile > Entity Search > Entity Details

Login | Create an Account



### SCC eFile Business Entity Details

Help

#### Grayson Consulting, Inc.

##### General

SCC ID: 07733462  
Entity Type: Corporation  
Jurisdiction of Formation: VA  
Date of Formation/Registration: 1/14/2014  
Status: Active  
Shares Authorized: 100

##### Select an action

- [File a registered agent change](#)
- [File a registered office address change](#)
- [Resign as registered agent](#)
- [File an annual report](#)
- [Pay annual registration fee](#)
- [Order a certificate of good standing](#)
- [Submit a PDF for processing \(What can I submit?\)](#)
- [View eFile transaction history](#)
- [Manage email notifications](#)

##### Principal Office

8260 RIVER HILLS LANE  
RIXEYVILLE VA22737

##### Registered Agent/Registered Office

ALISA JOY ROBERTS  
7637 LEESBURG PIKE  
FALLS CHURCH VA 22043  
FAIRFAX COUNTY 129  
Status: Active  
Effective Date: 1/14/2014

SCC eFile

- [SCC eFile Home Page](#)
- [Check Name](#)
- [Distinguishability](#)
- [Business Entity Search](#)
- [Certificate Verification](#)
- [FAQs](#)
- [Contact Us](#)
- [Give Us Feedback](#)

[View eFile Entities](#)

[SCC or Tax Users](#)

[Legal Services](#)

[Administrative Services](#)

Screen ID: e1000

View additional information? Contact SCC? Security and the Website? Contact SCC? Home

PDF Full Screen Show Full Screen Print Full Screen Print Full Screen Print Full Screen Print

# **EXHIBIT 43**



COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

Office of the Clerk

January 14, 2014

ALISA JOY ROBERTS  
7637 LEESBURG PIKE  
FALLS CHURCH, VA 22043

RECEIPT

RE: Grayson Consulting, Inc.

ID: [REDACTED]

DCN: [REDACTED]

Dear Customer:

This is your receipt for \$75.00 to cover the fee(s) for filing articles of incorporation with this office.

The effective date of the certificate of incorporation is January 14, 2014.

If you have any questions, please call (804) [REDACTED] or toll-free in Virginia, 1-866-[REDACTED].

Sincerely,

[REDACTED]

Joel H. Peck  
Clerk of the Commission

CORPRCPT  
NEWCD  
CISECOM

P.O. Box 1197, Richmond, VA 23218-1197  
Tyler Building, First Floor, 1300 East Main Street, Richmond, VA 23219-3630  
Clerk's Office (804) 371-9733 or (866) 722-2551 (toll-free in Virginia) [www.scc.virginia.gov/clk](http://www.scc.virginia.gov/clk)  
Telecommunications Device for the Deaf-TDD/Voice: (804) 371-9206

15-6530\_0716



COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

AT RICHMOND, JANUARY 14, 2014

The State Corporation Commission has found the accompanying articles submitted on behalf of  
Grayson Consulting, Inc.

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is  
ORDERED that this

CERTIFICATE OF INCORPORATION

be issued and admitted to record with the articles of incorporation in the Office of the Clerk of the  
Commission, effective January 14, 2014.

The corporation is granted the authority conferred on it by law in accordance with the articles, subject to  
the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By



James C. Dimitri  
Commissioner

CORPACPT  
CISECOM



**ARTICLES OF INCORPORATION  
OF  
GRAYSON CONSULTING, INC.**

The undersigned, pursuant to Chapter 9 of Title 13.1 of the Code of Virginia, states as follows:

1. The name of the corporation is Grayson Consulting, Inc.
2. The purpose for which the corporation is formed is to engage in any lawful business not required to be specifically set forth in these Articles for which a corporation may be incorporated under the Virginia Stock Corporation Act.
3. The corporation is authorized to issue 100 shares of common stock.
4. The name of the corporation's initial registered agent is Alisa Joy Roberts. The initial registered agent is an individual who is a resident of Virginia and a member of the Virginia State Bar.
5. The address of the corporation's initial registered office, which is identical to the business office of the initial registered agent, is [REDACTED] VA 22043. The initial registered office is located in Fairfax County, Virginia.
6. The following individual is to serve as the initial director of the corporation:

Name

Alan M Grayson

Address

[REDACTED]  
Falls Church, VA 22043

7. The address of the corporation's principal office is [REDACTED] Falls Church, VA 22043.

INCORPORATOR:

/s/ Alan M. Grayson Date: January 14, 2014  
Alan M. Grayson

# **EXHIBIT 44**

1.) CORPORATION NAME: **Grayson Consulting, Inc.** DUE DATE: **1/31/2015**

2.) VA REGISTERED AGENT NAME AND OFFICE ADDRESS: **ALISA JOY ROBERTS** SCC ID NO: **07733462**

[REDACTED]

3.) CITY OR COUNTY OF VA REGISTERED OFFICE: **FAIRFAX COUNTY** 5.) STOCK INFORMATION

CLASS	AUTHORIZED
COMMON	100

4.) STATE OR COUNTRY OF INCORPORATION: **VA**

6.) PRINCIPAL OFFICE ADDRESS:

ADDRESS: 8260 River Hills Lane

CITY/ST/ZIP: Rixeyville, VA 22737

7.) DIRECTORS AND PRINCIPAL OFFICERS: All directors and principal officers must be listed. An individual may be designated as both a director and an officer.

NAME: TITLE: ADDRESS: CITY/ST/ZIP/CO:	SKYE K GRAYSON PRESIDENT [REDACTED]	<input checked="" type="checkbox"/> OFFICER	<input type="checkbox"/> DIRECTOR
NAME: TITLE: ADDRESS: CITY/ST/ZIP/CO:	STAR K GRAYSON VICE PRESIDENT [REDACTED]	<input checked="" type="checkbox"/> OFFICER	<input type="checkbox"/> DIRECTOR
NAME: TITLE: ADDRESS: CITY/ST/ZIP/CO:	STONE K GRAYSON TREASURER [REDACTED]	<input checked="" type="checkbox"/> OFFICER	<input type="checkbox"/> DIRECTOR
NAME: TITLE: ADDRESS: CITY/ST/ZIP/CO:	SAGE K GRAYSON SECRETARY [REDACTED]	<input checked="" type="checkbox"/> OFFICER	<input type="checkbox"/> DIRECTOR
NAME: TITLE: ADDRESS: CITY/ST/ZIP/CO:	STORM K GRAYSON ASST SECRETARY [REDACTED]	<input checked="" type="checkbox"/> OFFICER	<input type="checkbox"/> DIRECTOR
NAME: TITLE: ADDRESS: CITY/ST/ZIP/CO:	ALAN M GRAYSON DIRECTOR [REDACTED]	<input type="checkbox"/> OFFICER	<input checked="" type="checkbox"/> DIRECTOR

I AFFIRM THAT THE INFORMATION CONTAINED IN THIS ELECTRONIC REPORT IS ACCURATE AND COMPLETE AS OF THE DATE BELOW AND THAT I AM LEGALLY AUTHORIZED TO SIGN THIS REPORT.

/s/ ALAN M GRAYSON	ALAN M GRAYSON, DIRECTOR	2/9/2015
SIGNATURE OF DIRECTOR/OFFICER LISTED IN THIS REPORT	PRINTED NAME AND CORPORATE TITLE	DATE
It is a Class 1 misdemeanor for any person to sign a document, which includes this electronic record, that is false in any material respect with the intent that the document be delivered to the Commission for filing.		

# **EXHIBIT 45**

A120000009

Florida Department of State  
Division of Corporations  
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.



Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations  
Fax Number : [REDACTED]

From: Account Name : AKERMAN SENTERFITT (ORLANDO)  
Account Number : [REDACTED]  
Phone : [REDACTED]  
Fax Number : [REDACTED]

\*\*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.\*\*

Email Address: susan.barch [REDACTED]

FLORIDA/FOREIGN LP/LLP  
GRAYSON FAMILY PARTNERSHIP, LLLP

Certificate of Status	0
Certified Copy	0
Page Count	02
Estimated Charge	\$1,000.00

RECEIVED  
12 DEC 21 AM 1:49  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
12 DEC 21 AM 7:39

Electronic Filing Menu Corporate Filing Menu Help

DEC 26 2012

https://efile.sunbiz.org/scripts/efilecovr.exe

T. HAMPTON

12/21/2012

RepGrayson\_0000412

THAG\_0413

15-6530\_0723

**CERTIFICATE OF LIMITED PARTNERSHIP  
FOR  
FLORIDA LIMITED PARTNERSHIP  
OR  
LIMITED LIABILITY LIMITED PARTNERSHIP**

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
12 DEC 21 AM 7:39

1. GRAYSON FAMILY PARTNERSHIP, LLLP

*(Name of Limited Partnership or Limited Liability Limited Partnership, which must include suffix)  
Acceptable Limited Partnership suffixes: Limited Partnership, Limited, L.P., L.P., or Ltd.  
Acceptable Limited Liability Limited Partnership suffixes: Limited Liability Limited Partnership, L.L.L.P.  
or LLLP.*

2. 8419 Oak Park Road, Orlando, Florida 32819

*(Street address of initial designated office)*

3. Alan Grayson

*(Name of Registered Agent for Service of Process)*

[REDACTED]

*(Florida street address for Registered Agent)*

*5. I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.*

[REDACTED]

*Signature of Registered Agent*

6. 8419 Oak Park Road, Orlando, Florida 32819

*(Mailing address of initial designated office)*

7. If limited partnership elects to be a limited liability limited partnership, check box

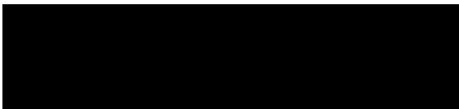


8. Name and business address of each general partner:

Name:

Business Address:

Alan Grayson



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. Effective date, if other than the date of filing: \_\_\_\_\_

(Effective date cannot be prior to nor more than 90 days after the date the document is filed by the Florida Department of State.)

Signed this 21st day of December, 2012

Signature of each general partner: I/We submit this document and affirm that the facts stated herein are true. I/We am/are aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.



Filing Fees:  
Certified Copy (optional):  
Certificate of Status (optional):

\$1,000.00 (\$965 Filing Fee and \$35 Registered Agent Fee)

\$52.50

\$8.75

Page 2 of 2

SWORN BEFORE ME ON DECEMBER 21, 2012  
STATE OF FLORIDA, COUNTY OF ORANGE



FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
12 DEC 21 AM 7:39

# **EXHIBIT 46**

**2015 FLORIDA LIMITED PARTNERSHIP ANNUAL REPORT**

DOCUMENT# A12000000955

**Entity Name:** GRAYSON FAMILY PARTNERSHIP, LLLP

**Current Principal Place of Business:**

4415 GWYNDALE COURT  
ORLANDO, FL 32837

**Current Mailing Address:**

4705 S. APOPKA-VINELAND ROAD  
SUITE 110  
ORLANDO, FL 32819 US

**FEI Number:** 46-1613084

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

GRAYSON, ALAN  
[REDACTED]

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE:

\_\_\_\_\_  
Electronic Signature of Registered Agent

\_\_\_\_\_  
Date

**General Partner Detail :**

Document #

Name GRAYSON, ALAN

Address [REDACTED]

City-State-Zip: [REDACTED]

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a general partner of the limited partnership or the receiver or trustee empowered to execute this report as required by Chapter 620, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: ALAN GRAYSON

GP

02/11/2015

\_\_\_\_\_  
Electronic Signature of Signing General Partner Detail

\_\_\_\_\_  
Date

**RepGrayson\_00000417**

THAG\_0418

15-6530\_0727

# **EXHIBIT 47**

**LIMITED PARTNERSHIP AGREEMENT  
OF  
GRAYSON FAMILY PARTNERSHIP, LLLP**

**Dated the 21st day of December, 2012**

**AKERMAN, SENTERFITT & EIDSON, P.A**

{25539611;3}

---

**RepGrayson\_00000364**

THAG\_0365

15-6530\_0729

**LIMITED PARTNERSHIP AGREEMENT**

**OF**

**GRAYSON FAMILY PARTNERSHIP, LLLP**

THIS LIMITED PARTNERSHIP AGREEMENT of GRAYSON FAMILY PARTNERSHIP, LLLP (the "Partnership") is made and entered into effective the 21<sup>st</sup> day of December, 2012, by and between Alan Grayson, as the "General Partner", and Lolita Carson Grayson and her successors and assigns, as the "Limited Partners."

WHEREAS, the General Partner and the Limited Partners desire to enter into and form a limited liability limited partnership under the Florida Revised Uniform Limited Partnership Act (1986), as from time to time amended, for the purposes hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises and of the contributions to capital by the General Partner and Limited Partners described below, the Partners agree as follows:

**ARTICLE I - FORMATION, NAME, PURPOSE AND DEFINITIONS**

**Section 1.1 Formation.** The Partners hereby enter into and form a limited liability limited partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

**Section 1.2 Name.** The name of the Partnership shall be GRAYSON FAMILY PARTNERSHIP, LLLP, a Florida limited liability limited partnership. The General Partner may change the name of the Partnership upon thirty (30) days prior written notice to the Limited Partner(s).

**Section 1.3 Purposes.**

(a) The purposes of the Partnership are to generate income and profits, increase wealth, and provide a means for the Family to become knowledgeable of, manage and preserve Family Assets. In furtherance thereof, it is intended that the Partnership accomplish the following objectives:

- (1) provide a mechanism for resolution of any disputes which may arise among the Family Members in order to preserve family harmony and avoid the expense and hazards of litigation;
- (2) maintain control of Family Assets;
- (3) consolidate fractional interests in Family Assets;
- (4) increase Family wealth;

- (5) establish a method by which annual gifts may be made without fractionalizing Family Assets;
- (6) continue the ownership of Family Assets and restrict the right of non-Family Persons to acquire interests in Family Assets;
- (7) restrict the transfer of a Family Member's interest in the Partnership as a result of a failed marriage;
- (8) provide flexibility in business and investment planning not available through trusts, corporations or other forms of business entities;
- (9) facilitate the administration, and reduce the costs associated with the disability or probate of the estate of Family Members; and
- (10) promote the Family knowledge of, and communication about, Family Assets.

(b) The Partnership is authorized to engage in all business and investment activities permitted by the Act.

**Section 1.4 Principal Office.** The principal office of the Partnership shall be at 8419 Oak Park Road, Orlando, Florida 32819. The General Partner may change the principal office of the Partnership to any other place within or without the State of Florida upon ten (10) days prior written notice to the Limited Partner(s).

**Section 1.5 Registered Agent and Registered Office.** The address of the registered office of the Partnership is 8419 Oak Park Road, Orlando, Florida 32819, and the name of the registered agent at such address is Alan Grayson. The General Partner is hereby given authority to change or appoint a new registered office and/or to appoint a new registered agent, as the General Partner may determine from time to time.

**Section 1.6 Records.** The Partnership shall keep at the registered office (1) a current list of the full names and last-known business addresses of all Partners, separately identifying in alphabetical order the General Partner and the Limited Partners; (2) a copy of the Certificate of Limited Partnership and all amendments thereto, and a copy of any power of attorney to which any certificate was executed; and (3) copies of the Partnership's federal, state and local income tax returns and reports for the three most recent years.

**Section 1.7 Term.** The term of this Partnership shall commence on the filing of a Certificate of Limited Partnership with the Secretary of State of the State of Florida on behalf of the Partnership and shall continue until terminated in accordance with the provisions of this Agreement or as otherwise provided by the Act.

**Section 1.8 Independent Activities.** Each Partner may engage in whatever activities such Partner may choose, whether the same are competitive with the Partnership or

otherwise, without having or incurring any obligation to offer any interest in such activities to the Partnership or to any other Partner.

**Section 1.9 Payments of Individual Obligations.** The Partnership's credit and assets shall be used solely for the benefit of the Partnership, and no asset of the Partnership shall be transferred or encumbered for or in payment of an individual obligation of any Partner.

**Section 1.10 Definitions.** Capitalized words and phrases used in this Agreement that are not otherwise defined herein shall have the following meanings:

(a) "Act" means the Florida Revised Uniform Limited Partnership Act (Part I, Chapter 620, Florida Statutes), and such portions of the Florida Revised Uniform Partnership Act (Part II, Chapter 620, Florida Statutes) as are applicable to limited liability limited partnerships in the State of Florida, as such Act may from time to time be amended, including any successor statute.

(b) "Agreement" or "Partnership Agreement" means this Limited Partnership Agreement of GRAYSON FAMILY PARTNERSHIP, LLLP, as amended from time to time. Words such as "herein," "hereinafter," "hercof," "hereto," and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

(c) "Available Cash" means, at the time of determination for any period, all Partnership cash derived from the conduct of the Partnership's business and investment activities, including distributions from entities owned by the Partnership, cash from operations or investments, cash from decreases in Partnership reserves, and cash from the sale or other disposition of Partnership Property, other than (i) Capital Contributions, (ii) financing or other loan proceeds, (iii) money set aside by the General Partner, in the reasonable exercise of its discretion, for working capital, and (iv) other amounts that the General Partner determines shall be retained by the Partnership for capital improvements, capital investments and reinvestments, replacements, contingencies and other cash requirements, all as determined by the General Partner in the reasonable exercise of its discretion.

The General Partner shall make a determination, as a prudent business person, of the amount of cash available for distribution and, in this regard, the General Partner shall take into account the need for cash in the operation of the Partnership's business and investment activities, considering both current needs for operating capital, prudent reserves for future operating capital, current investment opportunities and prudent reserves for future investment opportunities, all in keeping with the purposes of the Partnership. It is the duty of the General Partner, in determining the amount of Available Cash that is to be distributed, to take into account the future and current needs of the Partnership in its business and investment activities and the sums necessary for the operation of its business and investment activities until the income from further operations or investments is available, the amount of its debts, the necessity or advisability of paying or prepaying its debts, or at least reducing them within limits of the Partnership's credit, the preservation of its capital as represented in the Partnership Property as a fund for the protection of its creditors, and the character of its surplus Partnership Property. Any funds borrowed by the Partnership shall be considered as needed for Partnership investment purposes, and any cash produced from the sale of property contributed by one or more Partners



to the Partnership or from the sale of any Partnership Property purchased with borrowed funds, or any reinvestment of any of the Partnership Property, including the portion of the sale of proceeds representing capital appreciation, shall be considered as needed reserves for Partnership investment purposes unless the General Partner in the reasonable exercise of its discretion, determines to the contrary.

(d) **"Bankruptcy"** or **"Bankrupt,"** with respect to a Partner or Person, shall mean:

- (1) such Partner or Person has made an assignment for the benefit of his or her creditors;
- (2) such Partner or Person has filed a voluntary petition in Bankruptcy;
- (3) such Partner or Person has been adjudged a Bankrupt or insolvent or has entered against such Partner or Person an order for any relief in any bankruptcy or insolvency proceeding;
- (4) such Partner or Person has filed a petition or answer seeking for such Partner or Person any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation;
- (5) such Partner or Person has filed an answer or other pleading admitting or failing to contest the material allegations of a petition against such Partner or Person in any bankruptcy or insolvency proceeding;
- (6) such Partner or Person seeks, consents to or acquiesces in the appointment of a trustee, receiver or liquidator of such Partner or Person or of all or any substantial part of such Partner's or Person's property; or
- (7) one hundred twenty (120) days after the commencement of any proceeding against such Partner or Person seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, the proceeding has not been dismissed; or if within ninety (90) days after the appointment, without such Partner's or Person's consent or acquiescence, of a trustee, receiver or liquidator of such Partner or Person or of any substantial part of such Partner's or Person's property, the appointment has not been vacated or stayed; or if stayed, ninety (90) days following the expiration of any such stay if the appointment has not been vacated.

(e) **"Capital Account"** shall have the meaning set forth in Section A.1(c) of Appendix A attached hereto and made a part hereof.

(f) **"Capital Contribution"** means any contribution to the capital of the Partnership in cash, property or services by a Partner, whenever made.

(g) **"Code"** means the United States Internal Revenue Code of 1986, as amended from time to time.

(h) **"Family"** means Alan Grayson, Lolita Grayson and the lineal descendants of each.

(i) **"Family Assets"** means all property which has been contributed to or acquired by the Partnership.

(j) **"Family Member"** means, with respect to a Partner: (i) such Partner and (ii) such Partner's siblings, lineal descendants and the lineal descendants of such Partner's siblings. In the case of an estate of a deceased Partner, the "Family Members" of such estate shall be the deceased Partner's Family Members. In the case of a Family Trust, the "Family Members" of such Family Trust shall be the Family Members of the grantor of such Family Trust. A child adopted before he or she attains eighteen (18) years of age (but not after attaining that age) shall be deemed to be a natural born child of his or her adopting parents, and such adopted child shall not be considered a child of his or her natural parents. Furthermore, a biological child shall not be treated as a descendant of any biological ancestor of the child if the child has been surrendered for adoption either by such biological ancestor or by a biological parent who is a lineal descendant of such biological ancestor, and the child's adoptive parent substitutes for the consenting biological parent under applicable state law.

(k) **"Family Trust"** of a Partner means a trust that satisfies both of the following conditions: (i) all significant beneficiaries of such trust are Family Members of such Partner; and (ii) except as provided below, the trustees of such trust are either Family Members of such Partner or corporate fiduciaries. In addition, a "Family Trust" shall also be deemed to include a trust established by a Partner (during life or by reason of such Partner's death) for the benefit of such Partner's spouse, provided that such Partner's spouse may not have any right to receive or appoint the Partnership Interests held by the trust, and further provided that such trust otherwise meets all the requirements of a Family Trust described above except that such spouse may also be a co-trustee of such trust subject to the condition that such Partner's spouse shall not be permitted to participate in any decisions of the trustees regarding the Partnership or the Partnership Interests held by the trust. The Family Members and Family Trust of a Partner which is itself a trust shall be the Family Members and Family Trust of the grantor of such trust.

(l) **"General Partner"** means any Person who (i) is referred to as such in **Exhibit A** attached hereto and made a part hereof or later becomes a General Partner pursuant to the terms of this Agreement, and (ii) has not ceased to be a General Partner pursuant to the terms of this Agreement.

(m) **"Incapacity"** means an individual's ability to manage his or her financial affairs is substantially impaired and such impairment will, in the opinion of the individual's attending physician or a qualified physician selected by the Partnership, more likely than not be expected to continue until his or her death.

(n) **"Limited Partner"** means any Person who (i) is referred to as such in **Exhibit A** attached hereto and made a part hereof or later is admitted as an additional or

substitute Limited Partner pursuant to the terms of this Agreement, and (ii) is the owner of an interest in the Partnership as a Limited Partner. The term "Limited Partner" shall also be deemed to include the holder of a converted Limited Partner interest (whether as an assignee or as a substitute Limited Partner) received pursuant to Section 10.5 below.

(o) "Partner(s)" means the General Partner(s) and/or Limited Partner(s), without reference to status. The names and addresses of the initial Partners of the Partnership are set forth in Exhibit A attached hereto and made a part hereof.

(p) "Partnership" means GRAYSON FAMILY PARTNERSHIP, LLLP.

(q) "Partnership Interest" means the entire interest of a Partner in the Partnership, including such Partner's interest in the Profits, Losses, rights to receive distributions (both current and liquidating) and capital of the Partnership.

(r) "Partnership Property" means all real and personal property, both tangible and intangible, owned by the Partnership, as revised from time to time for additions thereto and deletions there from.

(s) "Percentage Interests" of the General Partner and the Limited Partner(s) shall initially be as shown on Exhibit A attached hereto. The Percentage Interests of the Partners may vary during the course of a taxable year because a Person (including a Partner) purchased all or a portion of the Partnership Interest of a Partner, or for any other reason permitted under this Agreement. In such a case, the Percentage Interests of the Partners as set forth herein shall be modified by an amendment to this Agreement.

(t) "Person" means an individual, partnership, limited liability company, limited liability partnership, corporation, trust and any other association or legal entity.

(u) "Prime Rate" means a rate equal to *The Wall Street Journal* prime rate of interest as quoted in the Money Rates section of *The Wall Street Journal*.

(v) "Profits" and "Losses" of the Partnership shall have the meaning set forth in Section A.I of Appendix A attached hereto.

(w) "Treasury Regulations" means the Treasury Regulations promulgated under the Code, as such Treasury Regulations may be amended and in effect from time to time.

(x) "Transfer" means, as a noun, any voluntary or involuntary sale, pledge, assignment, hypothecation, or other disposition of any rights in tangible or intangible property, and, as a verb, means voluntarily or involuntarily (including, but not limited to, an assignment or other disposition by reason of Bankruptcy) to sell, exchange, pledge, hypothecate or otherwise dispose of same.

## ARTICLE II - CAPITAL CONTRIBUTIONS

**Section 2.1 Initial Capital Contributions to the Partnership.** As of the date of this Agreement, the Partners have made or committed to make the Capital Contributions shown on **Exhibit B** attached hereto and made a part hereof. The property interests listed as Capital Contributions on Exhibit B have not been appraised by certified appraisers competent to appraise the value of such items, but the values represent the Partners' best estimate of the current fair market value of the property interests. The Partners have reviewed the values assigned to the Capital Contributions shown on Exhibit B. The Partners agree that the values represent the Partners' best estimate of fair market value and agree to be bound by the estimates in determining their Percentage Interests.

**Section 2.2 Other Contributions; Return of Capital.** Except as otherwise required by the Act, no Partner shall be required, obligated or permitted to make additional Capital Contributions to the Partnership. In furtherance thereof, except as otherwise imposed by law, no Partner shall be obligated to make any contribution or other payment to the Partnership with respect to a deficit balance, if any, in such Partner's Capital Account.

Except as expressly provided herein to the contrary, no Partner shall be entitled to withdraw any portion of such Partner's Capital Contributions, or such Partner's Capital Account in money or property prior to the dissolution of the Partnership and then only in accordance with the provisions of this Agreement. The General Partner shall not be personally liable for the repayment of any portion of any Limited Partner's Capital Contributions. No interest shall be paid on account of any Capital Contribution and no Limited Partner shall have the right to receive or demand property other than cash in return for such Partner's Capital Contribution. No Limited Partner shall have priority over any other Limited Partner either as to the return of such Partner's Capital Contribution or as to distributions, except as expressly provided in this Agreement to the contrary.

**Section 2.3 Advances.** If the General Partner shall deem it necessary or desirable for the business of the Partnership, the General Partner or any of its affiliates may, but shall not be required to, loan funds to the Partnership. If the General Partner shall loan any funds to the Partnership, such loans shall be a debt due from the Partnership to the General Partner to be repaid from the first available proceeds of the Partnership with interest at the Prime Rate, as adjusted from time to time throughout the term of the loan, plus one percent (1%) per annum, unless a lower rate is mutually agreed to by the lending Person or other terms are approved by Partners holding a majority of the Percentage Interests.

**Section 2.4 Partnership Property.** No Partnership Property shall be deemed owned by any Partner individually, but shall be owned by and title shall be vested solely in the name of the Partnership or such other Person, if any, designated by the General Partner as nominee for the Partnership, but solely for the benefit of the Partnership pursuant to the terms, conditions and provisions of this Agreement.

### ARTICLE III - CAPITAL ACCOUNTS

**Section 3.1 Capital Accounts.** An individual Capital Account shall be determined and maintained for each Partner as provided in Section A.1 of **Appendix A** attached hereto and made a part hereof.

**Section 3.2 Capital Account of Transferee.** Upon the sale, exchange or assignment of all or a portion of an interest in the Partnership, the Capital Account of the transferor, or the portion thereof that is attributable to the transferred interest if the transferor disposed of less than his entire Partnership Interest, shall be carried over to the transferee.

### ARTICLE IV - ALLOCATIONS

**Section 4.1 Profits.** After making any special allocations required under the provisions of **Appendix A**, Profits for each taxable year of the Partnership (and each item of income, gain, loss and deduction entering into the computation thereof) shall be allocated among the Partners, and credited to their respective Capital Accounts, in the following order and priority:

(a) First, to the General Partner until the cumulative Profits allocated pursuant to this Section 4.1(a) are equal to the cumulative Losses, if any, previously allocated to the General Partner (and to its predecessors-in-interest) pursuant to Section 4.2(c) for all prior periods.

(b) Second, to the Partners until the cumulative Profits allocated to each of the Partners (and to their predecessors-in-interest) pursuant to this Section 4.1(b) are equal to the cumulative Losses, if any, previously allocated to such Partners (and to their respective predecessors-in-interest) pursuant to Section 4.2(b) for all prior periods in proportion to such Partners' respective shares of the Losses being offset.

(c) Third, to the Partners in accordance with their Percentage Interests.

**Section 4.2 Losses.** After making any special allocations required under the provisions of **Appendix A**, Losses for each taxable year of the Partnership (and each item of income, gain, loss and deduction entering into the computation thereof) shall be allocated among the Partners, and charged to their respective Capital Accounts, in the following order and priority:

(a) First, to the extent that Profits have previously been allocated to the Partners (and to their predecessors-in-interest) for prior periods pursuant to Section 4.1(c) hereof, Losses shall be allocated to the Partners to offset such Profits in proportion to the Partners' (and their predecessors-in-interests') respective shares of the Profits being offset; provided, however, that in no event shall any allocation pursuant to this Section 4.2(a) create or increase a Partner's deficit in such Partner's Capital Account.

(b) Second, to the Partners in proportion to their respective positive Capital Account balances until the Capital Account Balance of each Partner has been reduced to zero.

(c) Third, the balance, if any, to the General Partner.

**Section 4.3 Profits and Losses Deemed Ratably Earned.** For all purposes under this Agreement, except as otherwise required by Code §706(d), including the determination of the allocable share of the Profits and Losses (or items thereof) of a Partner who acquires or disposes of his interest in the Partnership during any Partnership taxable year, Profits and Losses (or items thereof) of the Partnership for any taxable year shall be allocated to the periods of such taxable year in accordance with such method or methods as permitted by Code §706, as determined by the General Partner in its sole discretion.

## **ARTICLE V - DISTRIBUTIONS**

**Section 5.1 Non-Liquidating Distributions.** Prior to the dissolution of the Partnership and the commencement of the liquidation of its assets and winding up of its affairs, the General Partner, promptly following the end of each fiscal year of the Partnership and at such other times as the General Partner may deem appropriate, may determine and may or may not distribute the Partnership's Available Cash for such fiscal year (or fiscal year to date), as determined in the sole discretion of the General Partner, to the Partners in proportion to their Percentage Interests.

**Section 5.2 Liquidating Distributions.** Notwithstanding anything in Section 5.1 above to the contrary, following the dissolution of the Partnership as provided in Section 11.1 below, distributions shall be made in the manner set forth in Section 11.2 below.

**Section 5.3 Return of Capital Contributions; Limitations on Distributions; Liability for Repayment.** Notwithstanding anything herein to the contrary, no Partner shall receive a return of such Partner's Capital Contributions or receive any other distribution from the Partnership until all liabilities of the Partnership, excluding liabilities to the Partners on account of their Capital Contributions, have been paid or there remain sufficient assets (based upon the then fair market value of such remaining assets) of the Partnership to pay them. If a Partner (including a former Partner) or an assignee of a Partner receives the return of any part of such Partner's (or assignee's predecessor-in-interest's) Capital Contributions or any other distribution in violation of this Agreement or the Act, such Partner (or other Person) shall be liable to the Partnership for a period of six (6) years following such wrongful distribution for the amount of such wrongful distribution. If a Limited Partner (including a former Limited Partner) or assignee receives the return in whole or in part of such Limited Partner's (or such assignee's predecessor-in-interest's) Capital Contribution in a distribution not violating the terms of this Agreement or the Act, such Limited Partner (or such other Person) shall be liable to the Partnership for a sum equal to the returned contribution for a period of one (1) year following the date of distribution giving rise to such return, but only to the extent necessary to discharge the Partnership's liabilities to creditors who extended credit to the Partnership during the period such returned contribution was held by the Partnership. Any Limited Partner (or other Person) so liable shall repay such amount within thirty (30) days after the General Partner shall have delivered to such Limited Partner (or such other Person) written notice requesting such repayment. Failure of any Limited Partner or former Limited Partner (or assignee) to make repayment required under this Section shall subject such defaulting party to payment of interest at the legal rate on the amount

due from such party from the date of the delivery of notice requesting such repayment until the date of such repayment, plus all costs and expenses of collection, including reasonable attorneys' fees.

## **ARTICLE VI - PARTNERSHIP ACCOUNTING**

**Section 6.1 Method of Accounting.** The General Partner shall maintain full and accurate books of the Partnership at the Partnership's principal place of business showing all receipts, expenditures, assets, liabilities, Profits and Losses of the Partnership and all other records necessary for proper recordation of the Partnership's business and affairs. The books of the Partnership, for tax and financial reporting purposes, shall be kept on such method of accounting as shall be selected by the General Partner (or, if applicable, such method of accounting required to be used by the Partnership for federal income tax purposes).

**Section 6.2 Inspection of Books and Records.** Any Limited Partner may at any time during regular business hours, upon reasonable prior notice to the General Partner, inspect and copy (at such Limited Partner's personal expense) at the principal office of the Partnership, any of the Partnership records described in §620.106(1), Florida Statutes. In addition, to the extent reasonably related to such Limited Partner's interest in the Partnership as a "limited partner," a Limited Partner may obtain from the General Partner, upon reasonable request and notice and subject to such reasonable standards as may be established from time to time by the General Partner: (i) full information regarding the state of the business and financial condition of the Partnership, (ii) promptly after the same becomes available, a copy of the Partnership's federal income tax return, and (iii) such other information regarding the affairs of the Partnership as is just and reasonable.

### **Section 6.3 Reports.**

(a) No later than ninety (90) days following the end of each fiscal year of the Partnership, the General Partner shall send or cause to be sent to each Person who was a Partner of the Partnership at any time during such fiscal year then ended, at Partnership expense, such tax information as shall be necessary for the preparation by such Person of such Person's federal income tax return.

(b) Within ninety (90) days after the end of each fiscal year of the Partnership, the General Partner shall send or cause to be sent to each Partner, at Partnership expense, unaudited financial statements of the Partnership for the year then ended, consisting of a balance sheet, statement of income, statement of Partners' equity and statement of changes in financial position for such fiscal year, all of which shall be prepared in accordance with the method of accounting utilized by the Partnership for federal income tax purposes, consistent with prior practice, by in-house personnel or by the certified public accountants selected by the General Partner.

**Section 6.4 Bank Accounts; Temporary Investments of Partnership Funds.** Promptly upon the first receipt of any Partnership funds, the General Partner shall open, and will thereafter maintain, one or more bank accounts in the name and for the sole benefit of the Partnership in which there shall be deposited all the capital of the Partnership, all gross receipts

of the Partnership, and the proceeds of loans, if any, that the General Partner may obtain for and in the name of the Partnership. The funds in the Partnership's bank account or accounts shall be used solely for the business of the Partnership. Withdrawals shall be made only in the regular course of the Partnership's business on such signature or signatures as the General Partner may determine. In the discretion of the General Partner, reserved cash, cash held pending the expenditure of funds for the business of the Partnership and cash held pending a distribution to the Partners may be invested in such liquid or illiquid investments as the General Partner may determine from time to time in its reasonable discretion.

**Section 6.5 Income Tax Elections.** The General Partner may make, but shall not be required to make, on behalf of the Partnership, any election which is available to the Partnership under the Code and the Regulations.

**Section 6.6 Partnership Communication.** At least once a year the financial statements referred to in Section 6.3(b) above shall be distributed to all Partners.

## **ARTICLE VII - RIGHTS, POWERS AND DUTIES OF THE PARTNERS**

**Section 7.1 Management of Partnership Business; Decisions by General Partner.** The General Partner(s) shall have the sole and exclusive right to manage the business of the Partnership. The General Partner shall devote to the Partnership business only such time as the General Partner deems necessary, in the General Partner's sole discretion, for the proper performance of its duties.

**Section 7.2 Powers of the General Partner.** Except as otherwise provided by the Act or this Agreement, the General Partner shall have and enjoy all of the rights and powers of partners in a partnership without limited partner(s). Without limiting the foregoing, in addition to the rights and authority provided to the General Partner by other provisions of this Agreement, to the extent consistent with the business purpose of the Partnership as described in Article I above, the General Partner shall have the full power on behalf of the Partnership, and at the sole expense of the Partnership, to:

(a) invest and reinvest Partnership assets in any property (whether tangible or intangible), including, but not limited to, bonds, notes, debentures, mortgages, certificates of deposit, common and preferred stocks, shares or interests in investment trusts, interests in a partnership (including both general and limited partnerships), limited liability companies and limited liability partnerships, mutual funds and other forms of securities;

(b) exercise any options, rights, and conversion privileges pertaining to any securities held by the Partnership;

(c) buy, sell and trade in securities of any nature, including short sales, on margin, and for such purposes may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by the Partnership with such brokers as security for loans and advances made to the Partnership;



(d) sell, transfer, hold, assign, convey, manage or otherwise dispose of or deal with all or any part of the Partnership's business or property, on such terms as the General Partner may determine in its reasonable discretion;

(e) acquire interests in real property (and mortgages thereon) and/or personal property, directly or indirectly, whether by purchase, contribution, lease, or otherwise, develop any such property, and in connection with the business of the Partnership, enter into joint ventures, limited partnerships, and other business entities, financing transactions, the sale or leaseback of property and the lease and/or purchase of property;

(f) borrow money from banks, financial institutions or any other person, arrange financing or refinancing or arrange modifications of existing debts, guarantee the indebtedness of, or loan funds to, any person, issue notes or other evidences of indebtedness of the Partnership and secure the same by mortgage, deed of trust, pledge or other lien, in furtherance of the Partnership's purposes and business;

(g) negotiate and execute, deliver and enforce, and if applicable, file or record (directly or indirectly through a designated representative), on behalf of the Partnership, such documents, agreements and instruments as the General Partner may reasonably deem necessary or desirable for the Partnership's business, and/or the proper management of Partnership affairs, including the execution, filing or recording of any and all deeds, contracts, bills of sale or assignment, leases and other instruments relating to property or income producing activities of the Partnership;

(h) perform, or cause to be performed, all of the Partnership's obligations under any agreement to which the Partnership or any nominee of the Partnership is a party, except in the event that the General Partner determines, in good faith, that such performance is not in the best interest of the Partnership or its Partners;

(i) bring, defend, settle or compromise, or cause the Partnership's employees or agents to do so, all actions at law or in equity, or before any governmental entity involving the Partnership, its business, assets or properties, and to satisfy any judgment, decree, decision or settlement in connection therewith, without limitation;

(j) employ, on such terms and conditions as the General Partner shall determine in its reasonable discretion, sales, maintenance, leasing, managerial, administrative or secretarial personnel and such other persons, including attorneys, accountants, investment advisors, architects, consultants and brokers, necessary or appropriate to assist the General Partner, or otherwise necessary or appropriate for the operation (and/or lease or sale) of the business or properties of the Partnership, and/or the maintenance of any Partnership property, and to grant such person or persons such authority as may be necessary or desirable;

(k) open, maintain, operate, control and close bank accounts in the name of the Partnership, deposit Partnership funds into such account(s), invest Partnership funds on behalf of the Partnership, authorize employees, agents or representatives of the Partnership to sign checks and drafts on such accounts, and to make such investments on behalf of the Partnership, as the General Partner shall determine in its reasonable discretion;

(l) purchase such policy or policies of liability, casualty and other insurance which are necessary, advisable, appropriate or convenient for the protection of any Partnership Property or business, or for any purpose convenient or beneficial to the Partnership, as determined in the sole discretion of the General Partner;

(m) purchase one or more policies of life insurance on the life of any Partner, or enter into any contract for the payment of all or a portion of the premiums payable for a policy or policies insuring the life of any Partner;

(n) expend the capital, revenues, income and other cash of the Partnership in furtherance of the Partnership's business and activities in such amounts, at such times and for such purposes as the General Partner shall determine in its reasonable discretion;

(o) establish such reserves for working capital, property acquisitions, insurance premiums, debt repayments, improvements, repairs, replacements, renewals and such other items required to be paid in connection with the business of the Partnership, and/or to otherwise provide for such contingencies as the General Partner may determine in its reasonable discretion;

(p) take such actions as the General Partner deems necessary or advisable in order to comply with the laws of the State of Florida and all other jurisdictions to which the Partnership or its business or assets are subject;

(q) exercise, on behalf of the Partnership, any and all rights (including consent and voting rights), power, authority, options and elections, if any, granted to the Partnership pursuant to the Code, the Regulations, the terms of this Agreement, or any other agreement or arrangement to which the Partnership is a party;

(r) oversee and supervise such other normal and routine business functions, and otherwise operate and manage the day-to-day affairs of the Partnership, in furtherance of the business of the Partnership, as the General Partner shall determine;

(s) maintain adequate records and accounts of all operations and expenditures of the Partnership, and furnish the Limited Partner(s) with such reports as are otherwise required by this Agreement;

(t) arrange for the preparation and timely filing of any required federal, state or local tax returns, sales tax or other tax returns, and pay from Partnership funds any tax due from the Partnership;

(u) exercise any and all voting or approval rights with respect to any stocks, bonds, securities, partnership interests, limited liability company interests or equity interests of any kind owned by or for the Partnership; and

(v) do any act that is necessary and incidental to carrying out the foregoing.

Any person dealing with the Partnership or its property shall be entitled to rely fully upon any deed, mortgage, bill of sale, contract, lease, sublease, note or other written instrument signed by a duly authorized representative of the General Partner in the name of and/or on behalf of the Partnership.

Notwithstanding the foregoing, and except as otherwise provided in Section 11.2 below, the following actions shall be taken only if approved by Partners holding not less than Fifteen Percent (15%) of the Percentage Interests:

- A. selling or exchanging, either in a single transaction or in a series of related transactions, substantially all of the assets of the Partnership; or
- B. incurring debt on behalf of the Partnership in an amount in excess of One Hundred Thousand Dollars (\$100,000.00); or
- C. confessing a judgment against the Partnership in an amount in excess of Fifty Thousand Dollars (\$50,000.00).

**Section 7.3 Limited Partner(s).** Except to the extent specifically provided to the contrary in this Agreement, no Limited Partner shall participate in or have any control over the management of the Partnership's business or transact any business for the Partnership. In furtherance thereof, no Limited Partner shall have the power to sign for or bind the Partnership.

**Section 7.4 Rights of Competition; Transactions with Affiliates.** Subject to and except as otherwise limited by the other provisions of this Agreement, the General Partner may, on behalf of the Partnership or otherwise, employ a Partner or a Person related to or affiliated with a Partner to render or perform a service, may contract to buy or lease property from a Partner or such affiliated Person, may sell or lease property to a Partner or such affiliated Person, may enter into a General Partnership, limited partnership, joint venture, or other business relationship, and may otherwise deal with such Partner or such affiliated Person; provided that the terms with respect to any such transactions are authorized by this Agreement or, if not so authorized, are fair and reasonable. Furthermore, whether or not competitive with the business of the Partnership, any Partner or any officer, director, employee, shareholder or other Person holding a legal or beneficial interest in any entity which is a Partner, may engage in or possess an interest in other business ventures of every nature and description, independently or with others, and, neither the Partnership nor the other Partners shall have any right by virtue of this Agreement in or to such independent ventures or to the income or profits derived there from.

**Section 7.5 Limitations on Liability of General Partner; Indemnification.** The General Partner shall not be liable to the Limited Partner(s) because any taxing authorities adjust or disallow any income, deductions or credits in the Partnership's income tax returns. In addition, the performance of any act or the failure to perform any act by the General Partner, the effect of which may cause or result in loss or damage to the Partnership, if done in good faith and in accordance with the terms of this Agreement, shall not subject any General Partner or its successors in interest to any liability. The Partnership will indemnify and hold harmless the General Partner and its successors in interest from any claim, loss, expense, liability, action or damage resulting from any act or omission relating to the Partnership, including, without

limitation, reasonable costs and expenses of litigation and appeal (including reasonable fees and expenses of attorneys engaged by the General Partner in defense of such act or omission). However, the General Partner shall not be entitled to be indemnified or held harmless from any claim, loss, expense, liability, action or damage due to, or arising from, its fraud, gross negligence or willful misconduct.

**Section 7.6 Liability of Limited Partner(s).** No Limited Partner, as such, shall be personally liable for the debts, liabilities or other obligations of the Partnership, except that the required Capital Contributions of the Limited Partner(s) and each Limited Partner's distributive share of Partnership Profits shall be available to satisfy the debts, liabilities or other obligations of the Partnership to the extent required by this Agreement or the Act.

**Section 7.7 Reliance by Third Parties.**

(a) Any Person dealing with the Partnership, other than a Partner, may rely on the authority of the General Partner in taking any action in the name of the Partnership without inquiry into the provisions of this Agreement. Any documents executed by the General Partner shall be deemed to be the action of the Partnership as to any third parties. No purchaser, tenant, transferee, lender or obligor will have any obligation to see to the application of payments made to the General Partner.

(b) Any Person dealing with the Partnership or the General Partner may rely upon a certificate signed by the General Partner as to:

- (1) the identity of the partners;
- (2) any conditions precedent to actions by the Partnership;
- (3) the Persons who are authorized to execute any documents and bind the Partnership; and
- (4) any other matter involving the Partnership or any Partner.

**ARTICLE VIII - COMPENSATION OF GENERAL PARTNER; REIMBURSEMENT OF EXPENSES**

**Section 8.1 Compensation.** The General Partner shall be entitled to receive reasonable compensation for services rendered on behalf of the Partnership or the General Partner may waive all compensation in the General Partner's sole discretion, but such waiver shall not affect any distributions to which the General Partner is entitled by virtue of his partnership interest. Such compensation shall be paid annually or at such other intervals as the General Partner may reasonably determine. The compensation payable to the General Partner for its services as General Partner shall be determined and adjusted from time to time by Partners holding a majority of the Percentage Interests. Reasonable compensation is to be measured by the time required in the administration of the Partnership, the value of property under the General Partner's administration, and the responsibilities assumed in the discharge of the duties of office. This compensation shall be treated as a guaranteed payment as described in Code §707(c). If the

cash flow of the Partnership is insufficient to pay the compensation to the General Partner hereunder, the unpaid portion of the compensation may be deferred until the Partnership has sufficient cash flow to make such payment.

**Section 8.2 Reimbursement of Expenses.** The Partnership shall reimburse the General Partner for all reasonable costs, expenses and capital expenditures paid or incurred by the General Partner on behalf of the Partnership, in connection with or incident to the creation of the Partnership, the drafting of this Agreement, the sale of interests as a Limited Partner, the acquisition, ownership, management, leasing and/or disposition of any property of the Partnership, the conduct of the Partnership's business, the administration of Partnership affairs and/or the liquidation and winding up of the business and activities of the Partnership.

#### **ARTICLE IX - UNREGISTERED SECURITIES**

THE LIMITED PARTNERSHIP INTERESTS HAVE NOT BEEN REGISTERED, QUALIFIED, APPROVED OR DISAPPROVED UNDER ANY FEDERAL OR STATE SECURITIES LAW, INCLUDING THE FLORIDA SECURITIES AND INVESTOR PROTECTION ACT, AND HAVE BEEN SOLD IN RELIANCE ON EXEMPTIONS FROM REGISTRATION AFFORDED BY APPLICABLE FEDERAL AND STATE SECURITIES LAWS, INCLUDING, BUT NOT LIMITED TO, THE FLORIDA SECURITIES AND INVESTOR PROTECTION ACT.

THE LIMITED PARTNERSHIP INTERESTS MAY NOT BE OFFERED, SOLD, TRANSFERRED, PLEDGED, HYPOTHECATED OR ASSIGNED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE LIMITED PARTNERSHIP INTERESTS UNDER THE SECURITIES ACT OF 1933, THE FLORIDA SECURITIES AND INVESTOR PROTECTION ACT, AND/OR THE APPLICABLE SECURITIES ACT(S) OF ANY OTHER STATE, UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE UNDER ALL APPLICABLE FEDERAL AND STATE SECURITIES LAWS AND (UNLESS WAIVED BY THE GENERAL PARTNER), THE TRANSFERRING LIMITED PARTNER FIRST PROVIDES THE GENERAL PARTNER WITH AN OPINION OF COUNSEL SATISFACTORY TO THE GENERAL PARTNER TO SUCH EFFECT.

#### **ARTICLE X - TRANSFER OF PARTNERSHIP INTERESTS; RIGHTS OF WITHDRAWAL AND REMOVAL**

**Section 10.1 In General.** The ownership and transferability of interests in the Partnership are substantially restricted. Neither record title nor beneficial ownership of an interest in the Partnership of any Partner may be transferred or encumbered except as otherwise set forth in this Agreement. This Partnership is formed by those who know and trust one another, who will have surrendered certain management rights (in exchange for limited liability in the case of a Limited Partner), or who will have assumed management responsibility and risk (in the case of the General Partner) based upon the relationship and trust the Partners have in one another. An unauthorized transfer of a Partner's interest in the Partnership could create a substantial hardship to the Partnership, create conflicts of interest or divided loyalties, jeopardize its capital base, and adversely affect its tax structure. These restrictions upon ownership and transfer are not intended as a penalty, but as a method to protect and preserve existing

relationships among the Partners, which are based on trust and loyalty to the Family and the Partnership's capital and financial ability to continue as an operating business and investment activity. Except as otherwise provided in this Article X, neither record title nor beneficial ownership of an interest in the Partnership may be transferred without the consent of all the Partners. In addition, no assignee of an interest in the Partnership shall have the right to further assign or transfer such assignee's interest in the Partnership except as provided in this Article X.

The Partnership shall not be required to recognize the interest of any Person who has obtained a purported interest in the Partnership as a result of a Transfer which is not authorized by this Agreement and the Transfer shall be null and void for all purposes (except to the extent otherwise provided in this Article X). If there is a doubt as to the ownership of an interest in the Partnership or who is entitled to a distribution of Available Cash or of liquidating proceeds or other property, the General Partner may accumulate Available Cash or liquidation proceeds or other property attributable to the interest(s) in question until the issue is resolved to the satisfaction of the General Partner.

#### **PART A: GENERAL PARTNER**

**Section 10.2 Withdrawal; Transfer by a General Partner.** Except as otherwise expressly permitted in Part A of this Article X, the General Partner may not dissociate or withdraw from the Partnership. The General Partner may designate a successor General Partner. Additionally, the General Partner may not do any of the following without the consent of Partners owning not less than Fifteen Percent (15%) of the Percentage Interests: (i) Transfer all or any portion of its interest as a General Partner in the Partnership; or (ii) admit any other Person as an additional General Partner. If any entity is a General Partner then, for purposes of this Section 10.2, any Transfer, whether in a single transaction or in a series of related transactions, of more than fifty percent (50%) of either the voting or equity (or both) interests in such entity shall be treated as a Transfer of such General Partner's interest in the Partnership.

If the General Partner takes any of the actions listed above without first obtaining the required consent of the other Partners, the General Partner shall be deemed to have breached this Agreement and, in addition to any other remedies that may be available to the Partnership and/or to the other Partners, the General Partner shall be liable to the Partnership for any damages caused to the Partnership by said action.

**Section 10.3 Removal of a General Partner.** In the event of the Bankruptcy of the General Partner or of Persons who own not less than fifty-one percent (51%) of the voting stock or other voting equity interest in the General Partner, the General Partner shall be automatically removed as a General Partner of the Partnership.

**Section 10.4 Effect of Change of General Partner upon Partnership.** Except as otherwise provided to the contrary in this Agreement, if the General Partner withdraws, dissolves, liquidates, dissociates, is removed or otherwise ceases to be a Partner in the Partnership (or if any of such events are deemed to have occurred to the General Partner under any of the provisions of Part A of this Article), the Partnership shall dissolve upon the date of any such event unless within ninety (90) days following such event all of the Partners (other than

the affected former General Partner) agree in writing to continue the business of the Partnership and to the appointment of a replacement General Partner.

**Section 10.5 Effect of Change of Status of General Partner upon Its Interest as a Partner.** In the event the General Partner is removed as the General Partner pursuant to Part A of this Article, or withdraws or dissociates from the Partnership, whether in compliance or in violation of this Agreement and whether or not such removal, withdrawal, or dissociation results in a dissolution of the Partnership, the Partnership Interest of the General Partner shall, effective upon such removal, withdrawal or dissociation, be converted into a special class Partnership Interest as a Limited Partner having the same rights to distributions and interests in the Profits, Losses and capital of the Partnership as prior to such conversion, and the Partnership's Certificate of Limited Partnership and this Agreement shall be duly amended to reflect such conversion.

The removal of the General Partner, or the conversion of the General Partner's Partnership Interest into a Limited Partnership interest for any other reason, shall not affect or limit the liability of such former General Partner to the Partnership for debts and liabilities of the Partnership arising or accruing prior to the effective date of such conversion. After such conversion the holder of such converted interest shall be treated as an assignee of the converted Limited Partner interest unless the newly selected General Partner determines, in its sole discretion, to admit the holder of the converted interest as a substitute Limited Partner. In either event, the holder of the converted interest, if not already bound by the terms and conditions of this Agreement, shall execute a joinder to this Agreement whereupon such holder shall become bound by all the terms and conditions hereof.

## **PART B: LIMITED PARTNER(S)**

**Section 10.7 General Restrictions upon Right of Limited Partner(s) to Withdraw or Transfer Interest.** No Limited Partner shall have the right to withdraw from the Partnership. Except as expressly permitted under this Part B of Article X (and subject to Article IX above), a Limited Partner may not Transfer all or any portion of such Limited Partner's Partnership Interest without the consent of the General Partner, which may be withheld in its sole and absolute discretion; and no assignee of all or any portion of a Limited Partner's Partnership Interest shall be admitted to the Partnership as a substitute Limited Partner unless consented to by the General Partner, which consent may be withheld in its sole and absolute discretion.

No Limited Partner shall be permitted to voluntarily Transfer all or any portion of his Partnership Interest to the extent that such Transfer would cause a termination of the Partnership for federal income tax purposes under Code §708(b)(1)(B).

**Section 10.8 Status of Assignee of Limited Partner Interest.** Any assignee of a Limited Partner interest in the Partnership who is not admitted as a substitute Limited Partner shall have only the rights provided in §§ 620.152(b) and (c), Florida Statutes.

**Section 10.9 Transfers to Family Members and Family Trusts.** A Limited Partner shall be permitted to Transfer all or a portion of such Limited Partner's Partnership

Interest to a Family Member or a Family Trust of such Limited Partner at any time during the term of this Agreement; provided that as a condition to such Transfer, such Family Member or the trustee of such Family Trust, if not already a party to this Agreement, shall be required to execute a joinder to this Agreement whereby such Family Member or such trustee, on behalf of such Family Trust, becomes bound by all the terms and conditions of this Agreement. Notwithstanding the foregoing, a Transfer of a Partnership Interest (or portion thereof) as a Limited Partner incident to a divorce shall not be deemed to be a permitted Transfer hereunder. A permitted transferee shall be treated as an "assignee" of such transferred interest, and shall not be admitted as a substitute Limited Partner for all purposes under the Act and this Agreement unless the General Partner consents to the admission of the transferee as a substitute Limited Partner, which consent may be withheld in the sole discretion of the General Partner.

Upon the death of a Limited Partner, the personal representative of the Limited Partner's estate may exercise all of the deceased Limited Partner's rights for the purpose of settling his estate or administering his property, including any power the deceased Limited Partner had to assign his Partnership Interest in accordance with this Agreement. The estate of a deceased Limited Partner succeeding to the deceased Limited Partner's Partnership Interest shall be treated as an "assignee" of such interest, and shall not be admitted as a substitute Limited Partner unless consented to by the General Partner; but, in any event, the estate shall be admitted as a substitute Limited Partner only if the personal representative of such estate executes a joinder to this Agreement whereby the estate (and its personal representative in such person's capacity as such) becomes bound by all of the terms and conditions of this Agreement. For all purposes of this Article X, the estate of a deceased Limited Partner succeeding to the deceased Limited Partner's Partnership Interest shall (subject to the limitations in the preceding sentence) be treated as the deceased Limited Partner.

**Section 10.10 Sale of Limited Partner Interests.** In the event a Limited Partner desires to sell all or any portion of the such Partner's Partnership Interest as a Limited Partner (the "**Offering Limited Partner**") and the Offering Limited Partner obtains a "Bona Fide Offer" (as defined below) to purchase all or any portion of such Offering Limited Partner's Partnership Interest as a Limited Partner (the "**Offered Interest**"), the Offering Limited Partner may sell the Offered Interest without the consent of the General Partner, but only after first offering the Offered Interest for sale in accordance with the provisions of this Article. Regardless of the foregoing, any proposed sale by a Limited Partner to a Family Member or Family Trust of such Limited Partner which is permitted under, and is effected in compliance with, Section 10.9 above, shall not be subject to the provisions of this Section. For purposes of this Article, a "**Bona Fide Offer**" means a written offer which (i) identifies the purchaser of the interest (and if such purchaser is a closely held corporation or other form of entity or is an individual who is acting as an agent or nominee for another, the offer shall reveal who owns the controlling interest in such closely held corporation or entity or who is the "principal" for whom such purchaser is acting as the agent or nominee), (ii) sets forth the price and all of the proposed terms of the purchase, and (iii) is received from a prospective third party purchaser (i.e. anyone other than a Partner) who has the financial ability to consummate the purchase in accordance with the terms of the written offer.

(a) **Notice of Bona Fide Offer.** If the Offering Limited Partner desires to accept the Bona Fide Offer, the Offering Limited Partner shall deliver a copy of such Bona Fide



Offer to the Partnership and to the other Partners, together with a written offer (the "Offer") to sell the Offered Interest to the Partnership and to the other Limited Partner(s) in accordance with the terms and conditions contained in this Article.

(b) Right of First Refusal by Partnership. The Partnership shall have the first option to purchase all (and not less than all) of the Offered Interest for the price and upon the terms contained in the Bona Fide Offer (as modified by this Section), or for the price and terms set forth in this Article below. If the Partnership desires to exercise its option to purchase all of the Offered Interest, the General Partner, on behalf of the Partnership, shall notify the Offering Limited Partner and the other Limited Partner(s), if any, in writing within forty-five (45) after the date of the receipt by the General Partner of the Offer from the Offering Limited Partner that (i) the Partnership is exercising its option to purchase the Offered Interest; and (ii) whether it intends to purchase the Offered Interest in accordance with the payment terms of the Bona Fide Offer or in accordance with the payment terms set forth in Subsection (d) below. The closing of a purchase and sale of all of the Offered Interest shall occur at a reasonable time and place selected by the General Partner, on behalf of the Partnership, which in no event shall be later than the date which is thirty (30) days after the date of expiration of the forty-five (45) day period during which the Partnership had the option to purchase all of the Offered Interest.

(c) Right of Second Refusal by Other Limited Partners. If the Partnership fails or is unable to exercise its option to purchase all of the Offered Interest, then the other Limited Partner(s) (or such portion of them as may elect to participate in the purchase of the Offered Interest) shall have the option to purchase their Proportionate Share (or other mutually agreeable portion), but not, in the aggregate, less than all, of the Offered Interest for the price and in accordance with the terms set forth in the Bona Fide Offer or, at the option of each of the other participating Limited Partner(s), in accordance with the payment terms set forth in Subsection (d) below. If any or all of the other Limited Partner(s) desire to exercise their option to purchase their Proportionate Share (or other mutually agreeable portion) of the Offered Interest, such Limited Partner(s) shall notify the Offering Limited Partner, the Partnership and the other Partners in writing within forty-five (45) days after the date of expiration of the forty-five (45) day period during which the Partnership had the option to purchase the Offered Interest, that such Limited Partner is exercising such Limited Partner's option to purchase such Limited Partner's Proportionate Share (or other mutually agreeable portion) of the Offered Interest and whether such Limited Partner intends to purchase the Offered Interest in accordance with the payment terms set forth in the Bona Fide Offer (as modified by this Section) or in accordance with the payment terms set forth below in this Article. The closing of a purchase and sale of the Offered Interest shall occur at a reasonable time and place selected by a majority of the other Limited Partners who elect to purchase their Proportionate Share (or other mutually agreeable portion) of the Offered Interest, which in no event shall be later than the date which is thirty (30) days after the date of expiration of the forty-five (45) day period during which the other Limited Partner(s) had the option to purchase their Proportionate Share (or other mutually agreeable portion) of the Offered Interest.

(d) Alternative Payment Terms. If (and only if) the terms for payment of the purchase price for the Offered Interest under the Bona Fide Offer do not require the payment of the full amount of the purchase price in cash or its equivalent at closing, the Partnership or the other participating Limited Partner(s) (acting unanimously if there is more than one participating

Limited Partner), as the case may be, may either pay the purchase price in accordance with the terms of the Bona Fide Offer or, in the alternative, the Partnership or the other participating Limited Partner(s) by unanimous agreement, as the case may be, may elect to pay not less than twenty percent (20%) of the total purchase price in cash or other immediately available funds at closing with the balance payable over five (5) years in sixty (60) equal monthly payments of principal and interest, with interest established as provided in this Article below. Any election to pay the purchase price upon the alternative terms set forth in this Section shall be made at the time of acceptance of the Offer by including a statement of such election in the written notice of acceptance of the Offer (and if such election statement is not included in such notice, the purchaser(s) shall be deemed to have not elected to purchase the Offered Interest in accordance with the alternative payment terms). If the Partnership or the participating other Limited Partner(s), as the case may be, select the five (5) year deferred payment terms hereunder, the obligation for the deferred purchase price shall be represented by an unsecured, negotiable promissory note executed by the General Partner, on behalf of the Partnership, or by all of the participating other Limited Partner(s), as the case may be, reflecting the deferred payment obligations and containing such other reasonable terms and conditions (including the right of prepayment without penalty) as are typically included in similar privately issued purchase money notes in the Orange County, Florida area, and, in the case of the other participating Limited Partners, which shall provide for proportionate (and not joint and several) liability of the purchasers thereunder.

(e) Failure to Exercise Option. If the Partnership and the other Limited Partner(s) fail to exercise their respective options to purchase all of the Offered Interest, the Offering Limited Partner may sell all of the Offered Interest to the third party purchaser designated in the Bona Fide Offer for the price and in accordance with the terms set forth in such Bona Fide Offer for a period of sixty (60) days following the date of expiration of the forty-five (45) day period during which the other Limited Partner(s) had the option to purchase the Offered Interest; provided, however, that such third party purchaser must agree in writing to be bound by all of the terms and conditions of this Agreement, including any amendments made to this Agreement on or prior to the date of such purchase, and to assume and agree to discharge any obligation, debt or liability, in accordance with the terms of such obligation, debt or liability, of the Offering Limited Partner to the Partnership, which assumption shall not constitute a novation or release of the Offering Limited Partner by the Partnership. Regardless of the foregoing, the purchaser shall be treated as an "assignee" of the Offered Interest purchased by it, and shall not be admitted as a substitute Limited Partner for all purposes under the Act and this Agreement unless the General Partner consents to the admission of the purchaser as a substitute Limited Partner, which consent may be withheld by the General Partner in its sole discretion. If the Offering Limited Partner has not completed the sale of the Offered Interest to the third party purchaser in accordance with this Subsection (c) within the sixty (60) day period mentioned above, the Offered Interest shall again become subject to all of the applicable requirements contained in this Agreement before the Offering Limited Partner may Transfer the Offered Interest.

**Section 10.11 Death or Incapacity of a Limited Partner.** Except in the case of the Transfer of a deceased or Incapacitated Partner's interest as a Limited Partner in accordance with the provisions of Section 10.9 above, upon the death or Incapacity of a Limited Partner, the Partnership and the other Limited Partner(s) shall have the right and option to purchase all, but

not less than all, of such Limited Partner's Partnership Interest (the "Offered Interest") in accordance with the terms and conditions set forth in this Section, and upon the exercise of such option, the personal representative of the deceased Limited Partner's estate, the trustee, heirs, beneficiaries or any other successor in interest to the deceased Limited Partner's Offered Interest, as the case may be, or the legal guardian, attorney in fact or other successor in interest of the Incapacitated Limited Partner, as the case may be (the "Offering Party"), shall be obligated to sell to the Partnership or to the other Limited Partner(s) all of the Offered Interest in accordance with the terms and conditions set forth in this Section. Regardless of the foregoing, any proposed Transfer by reason of the death or Incapacity of a Limited Partner to a Family Member or Family Trust of such deceased or Incapacitated Limited Partner in compliance with the terms of Section 10.9 above shall not be subject to the provisions of this Section, but shall be governed by Section 10.9.

(a) Partnership's Option to Purchase. Upon the death or Incapacity of a Limited Partner, the Partnership shall have the first option to purchase all, but not less than all, of the Offered Interest for the price and in accordance with the terms set forth in Section 10.13 below. If the Partnership desires to exercise its option to purchase all, but not less than all, of the Offered Interest, the General Partner, on behalf of the Partnership, shall notify the Offering Party and the other Limited Partner(s) in writing within forty-five (45) days after the date of death of the deceased Limited Partner or the date the Limited Partner is determined to be Incapacitated (with notice of such determination of Incapacity to the Partnership and the remaining Limited Partners), that the Partnership is exercising its option to purchase all of the Offered Interest pursuant to the terms and conditions hereof. The closing of a purchase and sale of the Offered Interest shall occur at a reasonable time and place selected by the General Partner, on behalf of the Partnership, which in no event shall be later than the date thirty (30) days after the date of expiration of the forty-five (45) day period during which the Partnership had the option to purchase all of the Offered Interest.

(b) Other Limited Partners' Option to Purchase. If the Partnership fails or is unable to exercise its option to purchase all of the Offered Interest, then the other Limited Partner(s) (or such portion of them as may elect to participate in the purchase of the Offered Interest) shall have the option to purchase their Proportionate Share (or other mutually agreeable portion), but not, in the aggregate, less than all of the Offered Interest for the price and in accordance with the terms set forth in Section 10.13 below. If any or all of the other Limited Partner(s) desire to exercise their option to purchase their Proportionate Share (or other mutually agreeable portion) of the Offered Interest, such Limited Partner(s) shall notify the Offering Party, the Partnership, and the other Limited Partner(s) in writing within forty-five (45) days after the date of expiration of the forty-five (45) day period during which the Partnership had the option to purchase all of the Offered Interest, that such Limited Partner(s) are exercising their option to purchase their Proportionate Shares (or other mutually agreeable portion) of the Offered Interest. The closing of a purchase and sale of the Offered Interest shall occur at a reasonable time and place selected by a majority of the other Limited Partners who elect to purchase their Proportionate Shares (or other mutually agreeable portion) of the Offered Interest, which in no event shall be later than the date which is thirty (30) days after the date of expiration of the forty-five (45) day period during which the other Limited Partner(s) had the option to purchase their Proportionate Shares (or other mutually agreeable portion) of the Offered Interest.

(c) Failure to Exercise Option. If the Partnership and the other Limited Partner(s) fail to exercise their respective options to purchase the Offered Interest, the Offering Party shall be permitted to retain the Offered Interest; provided, however, that the Offering Party must agree in writing to be bound by all of the terms and conditions of this Agreement, including any amendments made to this Agreement on or prior to the date that the Offering Party received the Offered Interest, and to assume and agree to discharge any obligation, debt or liability, in accordance with the terms of such obligation, debt or liability, of the deceased or Incapacitated Limited Partner to the Partnership, which assumption shall not constitute a novation or release of the estate of the deceased Limited Partner or of the Incapacitated Limited Partner. Regardless of the foregoing, the Offering Party shall be treated as an "assignee" of the Offered Interest retained by it, and shall not be admitted as a substitute Limited Partner for all purposes under the Act and this Agreement, unless the General Partner consents to the admission of the Offering Party as a substitute Limited Partner, which consent may be withheld in its sole discretion.

(d) Life Insurance. Notwithstanding anything contained in this Agreement to the contrary, in the event the Partnership receives (or will receive) life insurance proceeds under a life insurance policy (or policies) maintained by the Partnership on the life of the deceased Limited Partner, the Partnership shall be required (rather than have the option) to purchase the Offered Interest, but the Partnership shall only be required to purchase as much of the Offered Interest as is possible with the life insurance proceeds received by the Partnership. Additionally, notwithstanding anything contained in this Agreement to the contrary, in the event the other Limited Partner(s) receive (or will receive) life insurance proceeds under a life insurance policy (or policies) maintained on the life of the deceased Limited Partner, the Partnership shall not have the option to purchase the Offered Interest, but each other Limited Partner who receives (or will receive) such life insurance proceeds shall be obligated to purchase such Limited Partner's Proportionate Share of the Offered Interest, but each such Limited Partner shall only be required to purchase as much of such Limited Partner's Proportionate Share of the Offered Interest as is possible with the life insurance proceeds received by such Limited Partner.

**Section 10.12 Transfer of Limited Partnership Interest in Violation of Agreement.** If there is a Transfer or an attempted Transfer (*i.e.*, a purported Transfer which, but for Section 10.1 above, would result in a Transfer in violation of this Agreement) of an interest in the Partnership as a Limited Partner (a "**Defaulted Interest**"), whether voluntary or involuntary, in violation of the terms of this Agreement, or, if an interest of a General Partner is converted into a special interest as a Limited Partner (also referred to as a "**Defaulted Interest**") pursuant to Section 10.3 above because of the fraud, embezzlement or conviction of a felony of the General Partner (or of the managing member of the General Partner) (collectively, an "**Event of Default**"), then the Partnership and the other Limited Partner(s) shall have an option to purchase all (and not less than all) of the Defaulted Interest from the holder of holders thereof (the "**Holder**"), in accordance with the terms and conditions set forth in this Section, and upon exercise of such option, the Holder shall be obligated to sell the Defaulted Interest to the Partnership and the other Limited Partner(s) in accordance with the terms and conditions set forth in this Section. The option under this Section shall apply notwithstanding the fact that a Transfer or attempted Transfer of a Limited Partner's interest in violation of the terms of this Agreement is deemed to be null and void under Section 10.1 above.

(a) Partnership's Option to Purchase. The Partnership shall have the first option to purchase all (and not less than all) of the Defaulted Interest for the price and in accordance with the terms set forth in Section 10.13 below, or if the Defaulted Interest was transferred by sale or exchange, at the option of the Partnership, for the price and in accordance with the terms pursuant to which such Defaulted Interest was sold or exchanged in violation of the provisions of this Agreement. If the Partnership desires to exercise its option to purchase the Defaulted Interest, the General Partner, on behalf of the Partnership, shall notify the Holder and the other Limited Partner(s) in writing at any time during the period beginning with the Event of Default and terminating one hundred eighty (180) days after the date on which the Partnership and the remaining Limited Partners received written notice of the Transfer in violation of the provisions of this Agreement: (i) that the Partnership is exercising its option to purchase the Defaulted Interest; and (ii) whether it intends to purchase the Defaulted Interest (or portion thereof) for the price and in accordance with the terms for which such Defaulted Interest was sold or exchanged in violation of the provisions of this Agreement or for the price and in accordance with the terms set forth in Section 10.13 below. The closing of a purchase and sale of the Defaulted Interest shall occur at a reasonable time and place selected by the General Partner, on behalf of the Partnership, which in no event shall be later than the date thirty (30) days after the date of notice from the Partnership to the Holder that the Partnership is exercising its option to purchase the Defaulted Interest.

(b) Other Limited Partners' Option to Purchase. If the Partnership fails or is unable to purchase all of the Defaulted Interest, then the other Limited Partner(s) (or such portion of them as may elect to participate in the purchase of the Defaulted Interest) shall have the option to purchase their Proportionate Share (or other mutually agreeable portion) of all (and not less than all) of the Defaulted Interest for the price and in accordance with the terms set forth below in this Article, or if the Defaulted Interest was transferred by sale or exchange, at the option of each other participating Limited Partner(s), for the price and in accordance with the terms for which such Defaulted Interest was sold in violation of the terms of this Agreement. If any or all of the other Limited Partner(s) desire to exercise their option to purchase their Proportionate Share (or other mutually agreeable portion) of the Defaulted Interest, such Limited Partner(s) shall notify the Holder, the Partnership and the other Limited Partner(s) in writing within forty-five (45) days after the date of expiration of the one hundred eighty (180) day period during which the Partnership had the first option to purchase the Defaulted Interest: (i) that such Limited Partner(s) are exercising their option to purchase their Proportionate Share (or other mutually agreeable portion) of the Defaulted Interest; and (ii) whether such Limited Partners intend to purchase the Defaulted Interest for the price and in accordance with the terms for which such Defaulted Interest was sold or exchanged in violation of the provisions of this Agreement or for the price and in accordance with the terms set forth in Section 10.13 below. The closing of a purchase and sale of the Defaulted Interest shall occur at a reasonable time and place selected by a majority of the other Limited Partner(s) who elect to purchase their Proportionate Share (or other mutually agreeable portion) of the Defaulted Interest, which in no event shall be later than the date thirty (30) days after the date of expiration of the forty-five (45) day period during which the other Limited Partner(s) had the option to purchase their Proportionate Share (or other mutually agreeable portion) of the Defaulted Interest.

(c) Failure to Exercise Options. If the Partnership and the other Limited Partner(s) fail to purchase the Defaulted Interest pursuant to their respective options under this

Section, the Holder shall be permitted to retain the Defaulted Interest; provided, however, that the Holder must agree in writing to be bound by all the terms and conditions of this Agreement, including any amendments made to this Agreement on or prior to the date that the Holder received the Offered Interest, and to assume and agree to discharge any obligation, debt or liability, in accordance with the terms of such obligation, debt or liability, of the transferring Partner to the Partnership, which assumption shall not constitute a novation or release of the transferring Partner. Regardless of the foregoing, the Holder shall be treated as an "assignee" of the Defaulted Interest purchased by it, and shall not be admitted as a substitute Limited Partner for all purposes under the Act and this Agreement unless the General Partner consents to the admission of the Holder as a substitute Limited Partner, which consent may be withheld in the sole discretion of the General Partner.

### **Section 10.13 Purchase Price and Terms.**

(a) Purchase Price. The purchase price for an Offered Interest to be purchased and sold pursuant to the exercise of options described in Section 10.12 shall be an amount equal to the positive balance, if any, in the Capital Account (or the portion thereof attributable to the Offered Interest if the Offered Interest constitutes less than all of the transferor's interest as a Limited Partner) maintained by the Partnership with respect to such Offered Interest determined as of the end of the calendar month immediately preceding the notice of exercise of the option, as determined after taking into account all proper adjustments thereto through such date (based upon an interim closing of the Partnership's books), or One Dollar (\$1.00), whichever is greater.

The purchase price for an Offered Interest to be purchased and sold pursuant to the exercise of options described in Section 10.11 shall be the fair market value of the Offered Interest determined by an independent appraiser. The Partners will select an independent appraiser to determine the fair market value of the Offered Interest. If the Partners do not all agree with that appraiser's determination, then the Offering Party will select an independent appraiser and the remaining Partners will select an independent appraiser (or a different number of appraisers, if agreed to by all of the Partners) to determine the fair market value of the Offered Interest. Any of the appraisers selected under the immediately preceding sentence may be, but need not be, the initial appraiser selected by all of the Partners. The value agreed upon by those appraisers will be the fair market value of the Offered Interest. If those two appraisers do not agree upon a value, they are to select a third independent appraiser, and the value agreed upon by a majority of the three appraisers will be the fair market value of the Offered Interest. An appraisal made under the provisions of this Section will be binding on the Partnership and the Partners. The cost of the appraisals will be the responsibility of and will be paid by the Offering Party.

Promptly following the exercise of an option to purchase an Offered or Defaulted Interest, the General Partner shall cause the independent certified public accountants regularly used by the Partnership to calculate the purchase price for the Offered Interest or Defaulted Interest, as the case may be, to be bought and sold as promptly as possible and to deliver written notice of such purchase price (the "Price Notice") to the Partnership promptly upon completion of such calculations. Upon receipt of the Price Notice by the Partnership, the General Partner, on behalf of the Partnership, shall deliver a copy of the same to the Limited Partner(s) and the Offering Party or the Holder, as the case may be.

(b) Terms of Purchase; Closing Date. Unless otherwise provided in this Agreement, the purchase price of any Offered or Defaulted Interest to be purchased and sold under this Agreement shall be payable as prescribed below.

(1) Terms of Purchase in the Event of Death or Incapacity or Involuntary Transfer. In the event of a purchase and sale of an Offered Interest pursuant to the provisions of Section 10.11 of this Agreement, or in the event of a purchase and sale of a Defaulted Interest involuntarily Transferred in violation of this Agreement, the total purchase price for the Offered Interest to be purchased and sold hereunder shall be payable in the following manner:

(i) Cash Down payment. The purchaser of any Offered or Defaulted Interest to be purchased and sold hereunder (the "**Purchaser**") shall make a cash payment at closing equal to ten percent (10%) of the total purchase price for the Offered or Defaulted Interest to be sold and purchased hereunder.

(ii) Deferred Payments. The balance of the purchase price shall be payable in sixty (60) equal monthly installments of principal and interest at the rate specified below in this Section. The first such installment shall be payable on the date one month after the date of the closing of such purchase and sale and additional installments shall be made on the same day of each of the next fifty-nine (59) consecutive months thereafter (the "**Payment Dates**").

(iii) Promissory Note. The obligation for the deferred portion of the purchase price for the Offered or Defaulted Interest shall be represented by a promissory note containing the terms described above and such other terms and conditions as are standard for similar transactions in the Central Florida area, including, but not limited to, the right of prepayment without premium or penalty at any time.

(iv) Interest Rate. Interest shall be payable monthly on the Payment Dates and shall accrue on the unpaid principal balance at a rate equal to the applicable federal rate under §1274 of the Code, which rate shall be determined as of the date of the event first creating a binding obligation to purchase and sell under this Agreement.

(2) Terms of Purchase in Event of Transfer In Violation of Agreement. Notwithstanding the foregoing, the purchase price for any Defaulted Interest voluntarily transferred (but for the provisions of Section 10.1 above) in violation of this Agreement (the "**Transferred Interest**") to be purchased pursuant to the provisions of Section 10.12 above, shall be payable in cash at closing or, at the option of the Purchaser(s), with no cash down payment and with the balance payable in ten (10) equal, consecutive annual installments of principal, without interest. Each such installment shall be due and payable on the anniversary of the closing of the purchase and sale of the Transferred Interest under this Agreement. The obligation of the Purchaser(s) to pay the deferred portion of the purchase price shall be evidenced by a non-negotiable unsecured

promissory note bearing the terms and conditions set forth above and such other terms and conditions as are customary for similar transactions in the Central Florida area, including, but not limited to, the right of prepayment without premium or penalty at any time.

(c) Definition of Proportionate Share. For purposes of this Article, the "**Proportionate Share**" of a Limited Partner who elects to participate in the purchase of an interest under this Article shall be that portion derived by dividing the Percentage Interest of such Limited Partner by the total Percentage Interests of all of the Limited Partner(s) who timely elect to participate in the purchase of such interest hereunder.

(d) Governing Terms. The Partners agree that the foregoing provisions of this Section with respect to the purchase and sale of interests as a Limited Partner shall supersede and replace, in full, any similar, conflicting or additional rights, terms and conditions set forth in the Act, which, but for such agreement of the Partners, would otherwise be applicable to, inure to the benefit of and/or be binding upon the Partnership and/or the Holder of an interest as a Limited Partner.

**Section 10.14 Right of Offset.** Notwithstanding anything contained in this Article to the contrary, the Partnership shall have a right to offset the amount of any indebtedness (whether or not currently due and payable), together with any accrued and unpaid interest thereon, owed to the Partnership by the Offering Limited Partner, the deceased or Incapacitated Limited Partner or the Limited Partner Transferring (or attempting to Transfer) the Defaulted Interest, as the case may be, against any amounts payable by the Partnership or the Purchasing Limited Partners to the Offering Limited Partner, the Offering Party or the Holder (the "**Seller**") for the Interest to be sold and purchased hereunder, regardless of whether such indebtedness is evidenced by a promissory note (or notes) or whether such indebtedness has matured.

In the event that the purchaser(s) are one or more of the other Limited Partner(s) (the "**Purchasing Limited Partners**"), rather than the Partnership, then the Partnership shall have the right to require all of the Purchasing Limited Partners to offset the amount of any indebtedness owed to the Partnership by the Offering Limited Partner, the deceased or Incapacitated Limited Partner or the Limited Partner transferring the Defaulted Interest (whichever is applicable), together with any accrued and unpaid interest thereon, against any amounts payable by the Purchasing Limited Partners to the Seller for the Offered or Defaulted Interest to be purchased hereunder, regardless of whether such indebtedness is evidenced by a promissory note (or notes) or whether such indebtedness has matured. In the event that the Partnership exercises its right of offset under this Section, the amount of such offset as determined pursuant to this Section must be paid by such other Limited Partners to the Partnership on behalf of the Offering Limited Partner, the deceased or Incapacitated Limited Partner or the Limited Partner transferring the Defaulted Interest.

Any offset made pursuant to this Section shall be credited against the earliest amounts (both principal and interest) payable to the Seller by the Partnership or the Purchasing Limited Partners, as the case may be, for the Interest to be purchased hereunder.



**Section 10.15 Effect of Transfer of Limited Partner Interest on Partnership.**

Neither the withdrawal or Bankruptcy of a Limited Partner, nor any Transfer of a Limited Partner's interest in the Partnership shall interrupt the continuity of, or cause the termination or dissolution of, the Partnership.

**PART C: ALL PARTNERS**

**Section 10.16 Liability for Transfer Expenses.** Except as otherwise specifically provided in this Article, all costs and expenses incurred by the Partnership in connection with any disposition of a Partnership interest or in connection with another Person becoming an assignee or being admitted as a substitute Partner in the Partnership, including any filing, recording and publishing costs and the fees and disbursements of counsel, shall be paid by and be the sole responsibility of the Partner disposing of such interest (or the successor-in-interest of such Partner).

**Section 10.17 Specific Performance.** The Partners hereby acknowledge and agree that interests in the Partnership cannot be readily purchased or sold on the open market and for that reason, among others, the Partners will be irreparably damaged in the event the provisions of this Agreement relating to the sale and purchase of interests in the Partnership are not specifically enforced. In the event of any controversy concerning the right or obligation to purchase or sell any interest in the Partnership, such right or obligation shall be enforced in a court of equity by decree of specific performance. Such remedy shall, however, be cumulative and not exclusive, and shall be in addition to any other remedy of the Partners or the Partnership. If any Person shall institute any action or proceeding to enforce such provisions, the Person against whom such action or proceeding is brought hereby waives the claim or defense that the Person instituting such action has an adequate remedy at law, and shall not urge in any such action or proceeding that a claim or remedy at law exists.

**ARTICLE XI - DISSOLUTION OF THE PARTNERSHIP**

**Section 11.1 Events of Dissolution.** The Partnership shall be dissolved, and its assets liquidated, pursuant to Section 11.2 below, upon the first to occur of:

- (a) December 31, 2099;
- (b) the withdrawal, removal, Bankruptcy, dissociation or other cessation of membership in the Partnership of all the General Partner, unless the Partnership is continued as provided in Article X hereof;
- (c) the decision of all of the General Partners to dissolve the Partnership;
- (d) the occurrence of any event which, under the Act (but subject to the terms of this Agreement) or otherwise under the terms of this Agreement, causes the dissolution of the Partnership.

The Partnership shall continue to exist following the occurrence of any of the foregoing events solely for the purpose of winding up its affairs.

**Section 11.2 Distributions Upon Dissolution of the Partnership.** Upon the dissolution of the Partnership as provided in Section 11.1 above, the General Partner (or, if none, a special liquidator appointed by Limited Partner(s) holding not less than fifty-one percent (51%) of the Percentage Interests) shall immediately commence to wind up the Partnership's affairs and, except as provided below, shall distribute all the assets of the Partnership in liquidation as soon as practicable.

During the wind-up phase of the Partnership, the General Partner (or, if applicable, the special liquidator) may sell any or all of the Partnership assets in a manner which is consistent with obtaining the fair market value thereof and without regard to the restrictions imposed in the final paragraph of Section 7.2 above.

The assets to be distributed in liquidation, including a deemed distribution under Reg. §1.708-1(b)(1)(iv), shall be distributed in the following order of priority:

(a) payment to creditors of the Partnership, including those Partners who are also creditors of the Partnership, in the order of priority provided by law; and

(b) payment to the Partners in proportion to and in accordance with their positive Capital Account balances, as determined after taking into account all proper Capital Account adjustments for the Partnership fiscal year during which the dissolution of the Partnership occurs (or, if later, through the date of the final distribution to the Partners as required by this Subsection), other than those adjustments made for liquidating distributions pursuant to this Subsection.

Notwithstanding the above, the General Partner (or the special liquidator as the case may be), in its sole discretion, may, out of amounts otherwise distributable to the Partners hereunder, create reserves reasonably required to provide for Partnership liabilities (contingent or otherwise) and may withhold the distribution of installment obligations owed to the Partnership so long as (i) the other assets of the Partnership distributable to the Partner are distributed within the time set forth above and in the ratios of the Partners' positive Capital Account balances, and (ii) such withheld amounts are distributed as soon as practicable and in the ratios of the Partners' positive Capital Account balances.

**Section 11.3 Instruments of Termination.** Upon the dissolution and termination of the Partnership, the General Partner (or special liquidator, as the case may be) shall make such filings and do such other acts as shall be required by the Act; and the Partners hereby agree to execute and deliver to the General Partner (or to the special liquidator, as the case may be) such certificates or documents as shall be so required.

## **ARTICLE XII - POWER OF ATTORNEY**

**Section 12.1 Limited Partner(s).** Each Limited Partner hereby agrees that by execution hereof, such Limited Partner makes, constitutes and appoints the General Partner as his true and lawful attorney in his name, place and stead, with the power of substitution and re-substitution, to make, execute, acknowledge and file with respect to the Partnership:

(a) additional copies of this Agreement and one or more amendments to the Certificate of Limited Partnership and any other certificates, if any, required pursuant to the Act to constitute or maintain the Partnership as a Florida limited partnership;

(b) such amended Certificates of Limited Partnership as may be required from time to time by law pursuant to the provisions of this Agreement to continue the business of the Partnership in accordance with the provisions of this Agreement;

(c) all papers which may be deemed necessary or desirable to effect the termination of the Partnership; and

(d) all such other instruments, documents, and certificates which may from time to time be required by the laws of the State of Florida, including any and all certificates as required by the Fictitious Name Statute of the State of Florida, or to effectuate, implement, continue and defend the valid existence of the Partnership as a Florida limited partnership.

The power of attorney granted pursuant to this Article:

(i) is a special power of attorney coupled with an interest, is irrevocable, and shall survive the death, disability, Bankruptcy or insolvency or termination of each Limited Partner;

(ii) is binding upon each Limited partner and his successors and assigns hereunder; and

(iii) may be exercised by listing the names of the Limited Partner(s) of the Partnership followed by a single signature of the executing Attorney-in-Fact.

The executing Attorney-in-Fact shall promptly notify the Limited Partner(s) of any documents or amendments executed by such Person pursuant to this Article.

**Section 12.2 New Partners.** Upon the admission of an additional, substitute or successor General Partner pursuant to the terms of this Agreement, each Limited Partner, at the request of the General Partner or other Person holding the powers of attorney described in Section 12.1 above, shall execute and acknowledge a new power of attorney, similar to that referred to in Section 12.1 above, in favor of each Person designated by the additional, substitute or successor General Partner.

### **ARTICLE XIII - TAX MATTERS PARTNER**

**Section 13.1 Appointment of Tax Matters Partner.** Alan Grayson, as General Partner, shall be the "Tax Matters Partner" for the Partnership for purposes of Subchapter C of Chapter 63 of the Code. The Partners agree that the Partnership shall reimburse the Tax Matters Partner for all reasonable expenses it may incur in connection with performing the duties of the Tax Matters Partner. The Partners further agree that without the consent of the Limited Partner(s), the Tax Matters Partner may make such decisions and take such actions as are

otherwise permitted to be made or taken by a Tax Matters Partner, including the execution of settlement agreements, the waiver of statutes of limitations and the filing of petitions for judicial review.

The Tax Matters Partner shall keep the Partners informed of all administrative and judicial proceedings, as required by Code §6623(g), and shall furnish to each Partner who so requests in writing a copy of each notice or other communication received by the Tax Matters Partner from the Internal Revenue Service.

The relationship of the Tax Matters Partner to the Partners is that of a fiduciary, and the Tax Matters Partner has a fiduciary obligation to perform its duties as the Tax Matters Partner in such manner as will serve the best interests of the Partnership and the Partners.

**Section 13.2 Indemnification.** The Partnership shall indemnify the Tax Matters Partner against judgments, fines, amounts paid in settlement and expenses (including attorneys' fees) reasonably incurred by the Tax Matters Partner in any civil, criminal or investigative proceeding in which the Tax Matters Partner is involved or threatened to be involved by reason of being the Tax Matters Partner; provided, that the Tax Matters Partner acted in good faith, within what is reasonably believed to be the scope of its authority, and for a purpose which the Tax Matters Partner reasonably believed to be in the best interests of the Partnership and the Partners. Indemnification provided the Tax Matters Partner hereunder shall not be deemed exclusive of any other rights to which it may be entitled under any applicable statute, agreement or otherwise.

#### **ARTICLE XIV - ALTERNATIVE DISPUTE RESOLUTION**

**Section 14.1 Agreement to Use Procedure.** The Partners have entered into this Agreement in good faith and in the belief that it is mutually advantageous to the Partners. It is with that same spirit of cooperation that the Partners pledge to attempt to resolve any dispute amicably without the necessity of litigation. Accordingly, the Partners agree that if any dispute arises between or among the Partners relating to this Agreement (the "**Dispute**"), they will utilize the procedures specified in this Article XIV (the "**Procedure**") to resolve such Dispute. Notwithstanding the foregoing, the Partnership or any Partner shall have the right to (but shall not be required) to enforce the provisions of Article X (which article relates to transfers of interest in the Partnership, the right of Partners to withdraw, etc.) without the regard to the Procedures set forth in this Article XIV.

**Section 14.2 Initiation and Procedure.** The Partner or the Partnership (as the case may be) which seeks to initiate the Procedure (the "**Initiating Party**") shall give written notice to the other Partners and (unless the Partnership is the "Initiating Party") the Partnership, describing in general terms the nature of the Dispute, the Initiating Party's claim for relief and identifying one or more individuals with authority to settle the Dispute on such Initiating Party's behalf. The Partner(s) and (if applicable) the Partnership receiving such notice (the "**Responding Party,**" whether one or more) shall have five (5) business days within which to designate by written notice to the Initiating Party one or more individuals with the authority to settle the dispute on such Responding Party's behalf. Individuals designated to represent the Initiating Party and the Responding Party shall be known as the "**Authorized Individuals.**" The

Initiating Party and the Responding Party shall collectively be referred to as the “**Disputing Parties**” or individually as a “**Disputing Party**.”

**Section 14.3 Direct Negotiations.** The Authorized Individuals shall be entitled to make such investigation of the Dispute as they deem appropriate, but agree to promptly, and in no event later than thirty (30) days from the date of the Initiating Party’s written notice, meet to discuss resolution of the Dispute. The Authorized Individuals shall meet at such times and places and with such frequency as they may agree upon. If the Dispute has not been resolved within thirty (30) days from the date of their initial meeting, the Disputing Parties shall cease direct negotiations and shall submit the Dispute to mediation in accordance with the Procedures set forth below in this Article XIV.

**Section 14.4 Selection of Mediator.** The Authorized Individuals shall have five (5) business days from the date they cease direct negotiations to submit to each other a written list of acceptable qualified attorney-mediators not affiliated with any of the Disputing Parties. Within five (5) days from the date of receipt of such list, the Authorized Individuals shall rank the mediators in numerical order of preference and exchange such rankings. If one or more names are on two or more of such lists, the highest ranking person shall be designated as the mediator. If no mediator has been selected under this Procedure, the Disputing Parties agree to jointly request either a state or federal judge of their choosing (or if they cannot agree, the Chief Judge of the Circuit Court for Orange County, Florida) to supply within ten (10) business days a list of potential qualified attorney-mediators. Within five (5) business days of receipt of the list, the Authorized Individuals shall again rank the proposed mediators in numerical order of preference and shall simultaneously exchange such lists and shall select as the mediator the individual receiving the highest combined ranking. If such mediator is not available to serve, they shall proceed to contact the mediator who has the next highest ranking until they are able to select a mediator.

**Section 14.5 Time and Place of Mediation.** In consultation with the mediator selected, the Authorized Individuals shall promptly designate a mutually convenient time and place for the mediation, and unless circumstances require otherwise, such time shall not be later than forty-five (45) days after selection of the mediator.

**Section 14.6 Exchange of Information.** In the event any Disputing Party to this Agreement has substantial need for information in the possession of another Disputing Party to this Agreement in order to prepare for the mediation, all Disputing Parties shall attempt in good faith to agree to procedures for the expeditious exchange of such information with the help of the mediator, if required.

**Section 14.7 Summary of Views.** At least seven (7) days prior to the first scheduled session of the mediation, each Disputing Party shall deliver to the mediator and to the other Disputing Parties a concise written summary of its views on the matter in Dispute and such other matters required by the mediator. The mediator may also request that a confidential issue paper be submitted to him by each Disputing Party.

**Section 14.8 Parties to be Represented.** In the mediation, each Disputing Party shall be represented by an Authorized Individual and may be represented by counsel. In

addition, each Disputing Party may, with permission of the mediator, bring such additional individuals as needed to respond to questions, contribute information and participate in the negotiations.

**Section 14.9 Conduct of Mediation.** The mediator shall determine the format for the meetings designed to assure that both the mediator and the Authorized Individuals have an opportunity to hear an oral presentation of each Disputing Party's views on the matter in dispute, and the Authorized Individuals shall then attempt to negotiate a resolution of the matter in dispute, with or without the assistance of counsel or others, but with the assistance of the mediator. To this end, the mediator is authorized to conduct both joint meetings and separate private caucuses with the Disputing Parties. The mediation session shall be private. The mediator shall keep confidential all information learned in private caucus with any Disputing Party unless specifically authorized by such Disputing Party to make disclosure of the information to the other Disputing Party(ies). The Disputing Parties commit to participate in the proceedings in good faith with the intention of resolving the Dispute if at all possible.

**Section 14.10 Termination of Procedure.** The Disputing Parties agree to participate in the mediation procedure to its conclusion. The mediation shall be terminated (i) by the execution of a settlement agreement by the Disputing Parties, (ii) by declaration of the mediator that the mediation is terminated, or (iii) by a written declaration of a Disputing Party to the effect that the mediation process is terminated at the conclusion of one (1) full day's mediation session. Even if the mediation is terminated without a resolution of the Dispute, the Disputing Parties agree not to terminate negotiations and not to commence any additional proceedings prior to the expiration of five (5) days following the mediation. Notwithstanding the foregoing, any Disputing Party may commence additional proceedings within such five (5) day period if the Dispute could be barred by an applicable statute of limitations.

**Section 14.11 Arbitration.** The Disputing Parties agree to participate in good faith in the mediation procedure to its conclusion. If the Disputing Parties are not successful in resolving the Dispute through the mediation procedure, then the Disputing Parties agree that the Dispute shall be settled by binding arbitration in Orange County, Florida, in accordance with the then existing provisions of the Florida Arbitration Code. The Disputing Parties shall attempt in good faith to agree upon a single arbitrator, but if they are unable to do so within five (5) days following the expiration of the mediation proceedings described above, each Disputing Party shall have the right to appoint one arbitrator and the arbitrators so selected shall then appoint an additional arbitrator. Each arbitrator so appointed shall either be an attorney at law, licensed to practice law in the State of Florida, or a qualified individual whom all Disputing Parties agree has sufficient qualifications to serve, and, in any event, none of the arbitrators shall be related to or otherwise affiliated with any of the Disputing Parties. The decision of such panel of arbitrators shall be final and binding upon the parties thereto.

**Section 14.12 Fees of Mediation, Disqualification.** The fees and expenses of the mediator shall be shared equally by the Disputing Parties. The mediator shall be disqualified as a witness, consultant, expert or counsel for any Disputing Party with respect to the Dispute of any related matters.

**Section 14.13 Fees of Arbitration.** The fees and expenses of arbitration shall be borne, in their entirety, by the losing party.

**Section 14.14 Confidentiality.** Mediation is a compromise negotiation for purposes of federal and state rules of evidence and constitutes privileged communication under Florida law. The entire mediation process is confidential and no stenographic, visual or audio records shall be made. All conduct, statements, promises, offers, views and opinions, whether oral or written, made in the course of the mediation by any Disputing Party, its agents, employees, representatives or other invitees and by the mediator are confidential and shall, in addition and when appropriate, be deemed privileged. Such conduct, statements, promises, offers, views and opinions shall not be discoverable or admissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties and shall not be disclosed to anyone not an agent, employee, expert, witness or representative of any of the Disputing Parties; provided, however, that evidence otherwise discoverable or admissible is not excluded from discovery or admission as a result of its use in the mediation.

#### **ARTICLE XV - MISCELLANEOUS**

**Section 15.1 Notices.** All notices or other communications given or made under this Agreement shall be in writing. Notices or other communications shall be deemed to have been given when delivered personally to any Partner, or one (1) day following deposit in the United States mail if sent by registered or certified mail, return receipt requested, postage prepaid, addressed as shown in **Exhibit A** attached hereto.

**Section 15.2 Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

**Section 15.3 Entire Agreement.** This Agreement, together with any and all appendices, exhibits and schedules attached hereto, constitutes the entire Partnership Agreement among the Partners and supersedes all prior agreements and undertakings with respect hereto among them. No Partner is making any guaranty, promise or undertaking any obligation with respect to the Partnership that is not expressly contained in this Agreement.

**Section 15.4 Amendment.** Subject to Section 12.1 above, this Agreement may only be amended upon the written consent of the General Partner with ten (10) days advance written notice to all Limited Partners; provided that Section 1.3 may only be amended upon the unanimous agreement of all Partners; provided further that any provision of this Agreement which requires the consent of Partners other than, or in addition to, the General Partner and/or a specified portion of the Percentage Interests held by the Partners or the Limited Partner(s), may only be amended upon the agreement of such Partners; provided further that, without the consent of each affected Partner, an amendment to this Agreement may not (i) enlarge the monetary obligations of any of the Partners to the Partnership; (ii) amend any of the provisions of this Agreement relating to the conditions under which a General Partner or Limited Partner may withdraw or dissociate from the Partnership; (iii) modify the allocations of Profits and Losses (or items thereof) or the distributions of cash or property among the Partners, other than modifications resulting from a Transfer of a Partnership Interest; (iv) change the option terms applicable to the purchase and sale of a Partnership Interest; or (v) amend this Section. If any

Limited Partner objects to any amendment made unilaterally by the General Partner, such Limited Partner must notify the General Partner in writing within seven (7) days of receipt of written notice from the General Partner of the amendment in which case the effective date of the amendment shall be suspended for seven (7) days following issuance of written notice from the General Partner to all Limited Partners of the General Partner's final decision on such amendment and the absence of timely objection by a Limited Partner shall constitute consent to the amendment.

**Section 15.5 Binding Upon Successors.** Each and every provision hereof shall be binding upon, and inure to the benefit of, the heirs, personal representatives, successors and assigns of the respective parties hereto except to the extent explicitly provided to the contrary herein.

**Section 15.6 Severability.** Every provision hereof is intended to be severable, and if any term or provision hereof is illegal or invalid for any reason whatsoever or would constitute any Limited Partner being a General Partner or would affect the Partnership status of the Partnership for federal income tax purposes, such provision shall be invalid, but such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

**Section 15.7 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and shall be binding upon the party or parties who executed the same, but all of such counterparts shall constitute one and the same agreement.

**Section 15.8 Waiver of Partition.** Each of the Partners hereby irrevocably waives any and all rights that such Partner may have to maintain an action for partition of any of the Partnership Properties.

**Section 15.9 Assignees.**

(a) In the event that any transferee or other successor-in-interest to a Partner is not otherwise admitted as a substitute Limited Partner (or General Partner) in accordance with the provisions of this Agreement (and provided that the Transfer at issue is not null and void), such transferee or other successor-in-interest shall be treated as an assignee, and shall only have the right to receive the Profits and capital, and shall be subject to all the liabilities and obligations, to which the transferring Partner (or transferring assignee, or other predecessor in interest) would otherwise be entitled, or would otherwise be subject to, pursuant to this Agreement (but for such Transfer), to the extent attributable to the interest transferred to such assignee.

(b) In applying the provisions of this Agreement, including Articles IV and V hereof, each successor to a Partnership interest, whether admitted as a substitute Partner or not, shall be deemed to have made the aggregate contributions to the capital of the Partnership made by, and to have received the aggregate allocations and distributions previously made to, each predecessor-in-interest to the interest in the Partnership held by such Person (to the extent attributable to the assigned interest).

(c) An assignee who is not otherwise admitted as a substitute Limited Partner (or General Partner) shall neither have the right to vote on or consent or withhold consent to any



matter subject to the approval of the General Partner and/or the Limited Partner(s) (and in determining the Percentage Interests, such assignee and his predecessors-in-interest, to the extent of the assigned interest, shall be treated as having a zero Percentage Interest and the Percentage Interests of the remaining Partners shall, solely for purposes of such vote or consent, be recomputed by reassigning the Percentage Interests of all assignee Partners proportionately among the remaining Partners in accordance with their relative Percentage Interests) nor have any rights to interfere in the management or administration of the Partnership's business or affairs, acquire any information or account of Partnership transactions, or inspect the Partnership's books during the continuance of the Partnership.

**Section 15.10 Third Party Beneficiaries.** Any agreement contained herein to make any contribution or to otherwise pay any amount, and any assumption of liability hereby contained, express or implied, shall be only for the benefit of the undersigned parties and the respective permitted successors and assigns, and such agreements and assumptions shall not inure to the benefit of the obliges under any indebtedness, or to any other party whomsoever, it being the intention of the undersigned parties that no one shall be deemed to be a third party beneficiary of this Agreement or any portion hereof.

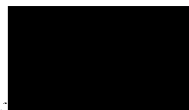
**Section 15.11 Tenses; Pronouns; Time Periods.** Words in the singular form used in this Agreement shall be construed to include the plural and vice versa. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine, or neuter, as the identity of the person or persons may require. In the event that the day upon which any event is to take place falls on a Saturday, Sunday or other business holiday, then such event shall take place on the next succeeding business day. The titles and captions contained herein are for convenience only, and shall not be considered interpretive of the provisions hereof.

**Section 15.12 Attorneys' Fees.** If a suit, action or other proceeding of any nature whatsoever (including, but without limitation, any Bankruptcy proceeding) other than a proceeding described in Article XIV above is instituted in connection with any controversy arising out of this Agreement and is permitted under Article XIV above, the prevailing party in such action shall be entitled to recover its attorneys' fees and all other fees, costs and expenses actually incurred and reasonably necessary in connection therewith, regardless of whether such expenses were incurred before, at or after trial (including any appeals), in addition to all other amounts provided by law.

IN WITNESS WHEREOF, the parties hereto have set its respective hands on the day and date set forth above.

WITNESSES:

GENERAL PARTNER



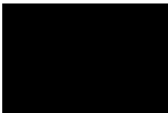
TOM A. JAVORSKI



Alan Grayson



SOZIMO ACELO



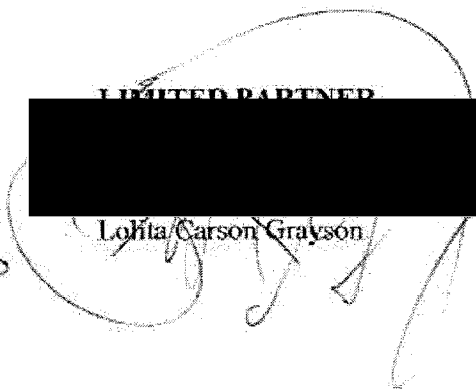
TED A JAYASKI



SOZIKU ALEJO



Lolita Carson Grayson



**EXHIBIT A - SCHEDULE OF PARTNERS AND PERCENTAGE INTERESTS**

<u>General Partner</u>	<u>Percentage Interest</u>
Alan Grayson	2%

<u>Limited Partners</u>	<u>Percentage Interest</u>
Lolita Carson Grayson	98%

**EXHIBIT B - INITIAL CAPITAL CONTRIBUTIONS**

<b>Partner</b>	<b>Value of Contribution</b>	<b>Description of Contribution</b>
Alan Grayson (1)	\$ (2)	██████████ Vienna, Virginia 22182
	\$5,000,000	\$6 million subscription Grayson Fund, L.P. (3)
Alan Grayson (1) and Lolita Carson Grayson	\$ (2)	██████████ Charles Town, West Virginia 25414

- (1) Amounts include value of property contributed directly by Alan Grayson, which shall be treated as a gift to Lolita Carson Grayson, followed by a contribution by Lolita Carson Grayson to the Partnership.
- (2) Values to be determined by appraisal.
- (3) Exhibit C details an amount of the Partnership's assets that will be committed to the purchase of specific assets by the General Partner.

## APPENDIX A - SPECIAL TAX AND ACCOUNTING PROVISIONS

**Section A.1 Tax and Accounting Definitions.** The following terms, which are used predominantly in this Appendix A, shall have the meanings set forth below for all purposes under this Agreement:

(a) **"Adjusted Capital Account Balance"** means, with respect to any Partner, the balance of such Partner's Capital Account as of the end of the relevant taxable year, after giving effect to the following adjustments:

(1) Credit to such Capital Account any amounts which such Partner is obligated to restore pursuant to this Agreement or as determined pursuant to Treasury Regulations §1.704-1(b)(2)(ii)(c), or is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations §§1.704-2(g)(1) and 1.704-2(i)(5); and

(2) Debit to such Capital Account the items described in clauses (4), (5) and (6) of Treasury Regulations §1.704-1(b)(2)(ii)(d).

The foregoing definition of Adjusted Capital Account Balance is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations and shall be interpreted consistently therewith.

(b) **"Book Value"** means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(1) The initial Book Value for any asset (other than money) contributed by a Partner to the Partnership shall be the value set forth in this Agreement or, if not set forth in this Agreement, as reasonably determined by the General Partner as of the date of contribution;

(2) The Book Value of all Partnership assets shall be adjusted to equal their respective gross fair market values, as reasonably determined by the General Partner if such adjustment is necessary or appropriate, in the reasonable judgment of the General Partner, to reflect the relative economic interests in the Partnership, as of the following times: (i) the acquisition of additional interests in the Partnership by any new or existing Partner in exchange for more than a de minimis Capital Contribution; (ii) the distribution by the Partnership to a Partner of more than a de minimis amount of cash or property as consideration for interests in the Partnership; or (iii) the liquidation of the Partnership for federal income tax purposes pursuant to Treasury Regulations §1.704-1(b)(2)(ii)(g);

(3) The Book Value of any Partnership asset distributed to any Partner shall be adjusted to equal its gross fair market value on the date of distribution, as reasonably determined by the General Partner;

(4) The Book Values of the Partnership's assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulations §1.704-1(b)(2)(iv)(m) and Section A.2(h) hereof; provided, however, that Book Values shall not be adjusted pursuant to this Section A.1(b)(4) to the extent that an adjustment pursuant to Section A.1(b)(2) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this Section A.1(b)(4); and

(5) If the Book Value of an asset has been determined or adjusted pursuant to Sections A.1(b)(1), A.1(b)(2), or A.1(b)(4) hereof, such Book Value shall thereafter be adjusted by the Depreciation taken into account from time to time with respect to such asset for purposes of computing Profits and Losses.

(c) "Capital Account" means, with respect to any Partner or other owner of a Partnership Interest, the Capital Account maintained for such Person in accordance with the following provisions:

(1) To each such Person's Capital Account, there shall be credited the amount of cash contributed to the Partnership and the initial Book Value (net of any liability secured by such contributed property that the Partnership is considered to have assumed or to have taken subject to pursuant to Code Section 752) of any non-cash assets contributed to the capital of the Partnership by such Person, such Person's distributive share of Profits and any items in the nature of income or gain that are specially allocated pursuant to Sections A.2 and A.3 hereof, and the amount of any Partnership liabilities assumed by such Person (excluding assumed liabilities that have been taken into account in computing the Book Value of any Partnership Property distributed to such Person);

(2) To each such Person's Capital Account there shall be debited the amount of cash and the Book Value of any Partnership Property distributed to such Person pursuant to any provision of this Agreement, such Person's distributive share of Losses, and any items in the nature of expenses or losses that are specially allocated pursuant to Sections A.2 and A.3 hereof, and the amount of any liabilities of such Person assumed by the Partnership (to the extent not taken into account under A.1(c)(1) above);

(3) To the extent that the unrealized income, gain, loss or deduction inherent in property distributed (or deemed to distributed) in kind (whether or not distributed in liquidation) has not previously been reflected in the

Partners' Capital Accounts, the Capital Accounts of the Partners shall be adjusted to reflect the manner in which the unrealized income, gain, loss and deduction inherent in such property would have been allocated among the Partners under this Agreement if there were a taxable disposition of such property for its fair market value as determined on the date of its actual (or deemed) distribution:

(4) If the Partners' Capital Accounts are adjusted in connection with: (i) revaluation of Partnership property; (ii) the distribution of property in kind (based on the gain or loss inherent in the distributed property); (iii) the adjustment to the tax basis of any Partnership asset; or (iv) any other event requiring or permitting the adjustment to the Partners' Capital Accounts to reflect their allocable share of gain or loss inherent in any Partnership asset pursuant to Section 1.704-1(b) of the Treasury Regulations, then thereafter, in calculating the Partners' allocable share of Profits or Losses of the Partnership pursuant to Article V and this Appendix A, the amount of such adjustments shall be treated as either Partnership Profits (if a positive adjustment) or Losses (if a negative adjustment) allocated to the Partners pursuant to Article V and this Appendix A as the case may be, consistent with the adjustment made to each Partner's Capital Account; and

(5) The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Sections 1.704-1(b) and 1.704-2 of the Treasury Regulations and shall be interpreted and applied in a manner consistent with such Treasury Regulations.

(d) "**Partnership Minimum Gain**" has the same meaning as the term "partnership minimum gain" under Treasury Regulations §1.704-2(d).

(e) "**Depreciation**" means, for each taxable year of the Partnership, or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such year or other period, except that if the Book Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount that bears the same ratio to such beginning Book Value as the federal income tax depreciation, amortization or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, however, that if such depreciation, amortization or other cost recovery deductions with respect to any such asset for federal income tax purposes is zero for any taxable year, Depreciation shall be determined with reference to the asset's Book Value at the beginning of such year using any reasonable method selected by the General Partner.

(f) "**Partner Nonrecourse Debt**" has the same meaning as the term "partner nonrecourse debt" under Section 1.704-2(b)(4) of the Treasury Regulations.

(g) **“Partner Nonrecourse Debt Minimum Gain”** has the same meaning as the term “partner nonrecourse debt minimum gain” under Section 1.704-2(i)(2) of the Treasury Regulations and shall be determined in accordance with Section 1.704-2(i)(3) of the Treasury Regulations.

(h) **“Partner Nonrecourse Deductions”** has the same meaning as the term “partner nonrecourse deductions” under Treasury Regulations §1.704-2(i)(1). The amount of Partner Nonrecourse Deductions with respect to a Partner Nonrecourse Debt for each taxable year of the Partnership equals the excess (if any) of the net increase (if any) in the amount of Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt during such taxable year over the aggregate amount of any distributions during such taxable year to the Partner who bears the economic risk of loss for such Partner Nonrecourse Debt to the extent that such distributions are from the proceeds of such Partner Nonrecourse Debt which are allocable to an increase in Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(2) of the Treasury Regulations.

(i) **“Nonrecourse Debt”** or **“Nonrecourse Liability”** has the same meaning as the term “nonrecourse liability” under Section 1.704-2(b)(3) of the Treasury Regulations.

(j) **“Nonrecourse Deductions”** has the meaning set forth in Section 1.704-2(b)(1) of the Treasury Regulations. The amount of Nonrecourse Deductions for a Partnership taxable year equals the excess (if any) of the net increase (if any) in the amount of Partnership Minimum Gain during that taxable year over the aggregate amount of any distributions during that taxable year of proceeds of a Nonrecourse Debt that are allocable to an increase in Partnership Minimum Gain, determined according to the provisions of Section 1.704-2(c) of the Treasury Regulations.

(k) **“Profits”** or **“Losses”** means, for each taxable year or other period, the taxable income or taxable loss of the Partnership as determined under Code Section 703(a) (including in such taxable income or taxable loss all items of income, gain, loss or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code) with the following adjustments:

(1) All items of gain or loss resulting from any disposition of Partnership Property shall be determined upon the basis of the Book Value of such property rather than the adjusted tax basis thereof;

(2) Any income of the Partnership that is exempt from federal income tax and has not otherwise been taken into account in computing Profits or Losses shall be added to such taxable income or loss;

(3) Any expenditures of the Partnership that are described in Code Section 705(a)(2)(B), or treated as such pursuant to Treasury Regulations



§1.704-1(b)(2)(iv)(i), and that are not otherwise taken into account in the computation of taxable income or loss of the Partnership, shall be deducted in the determination of Profits or Losses;

(4) If the Book Value of any Partnership asset is adjusted pursuant to Section A.1(b)(2) or A.1(b)(3) hereof, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses unless such gain or loss is specially allocated pursuant to Section A.2 hereof;

(5) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in determining such taxable income or loss, there shall be deducted Depreciation, computed in accordance with the definition of such term in this Appendix A; and

(6) If any Partnership asset has a Book Value which differs from its tax basis as of the date such asset is sold or otherwise disposed of by the Partnership, the gain or loss of the Partnership from the sale or other disposition of such asset shall be computed utilizing the Book Value of such asset.

**Section A.2 Section 704(c) and Special Allocations.** The allocations for each taxable year of the Partnership shall be subject to the following special rules and allocations in the order set forth below:

(a) Section 704(c). In accordance with Code Section 704(c) and the Treasury Regulations thereunder, income, gain, loss and deduction with respect to any in-kind property contributed to the capital of the Partnership, shall, solely for tax purposes, be allocated among the Partners so as to take account of any variation between the adjusted basis of such property to the Partnership for federal income tax purposes and its initial Book Value. In the event the Book Value of any Partnership asset is adjusted pursuant to subsection (b) of the definition of "Book Value" in Section A.1 of Appendix A to this Agreement, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Book Value in the same manner as under Code Section 704(c) and the Treasury Regulations thereunder. Any elections or other decisions relating to such allocations shall be made by the General Partner in the reasonable exercise of its discretion. Allocations pursuant to this Section are solely for purposes of federal income taxes and shall not affect, or in any way be taken into account in computing, any person's Capital Account or share of Profits, Losses or other items or distributions pursuant to any provision of this Agreement.

(b) Partner Minimum Gain Chargeback. If there is a net decrease in Partnership Minimum Gain for any taxable year, then, except as otherwise provided in Sections 1.704-2(f)(2), (3), (4) and (5) of the Treasury Regulations, each Partner shall be specially allocated items of income and gain for such year (and, if necessary, for

subsequent years) in an amount equal to such Partner's share of the net decrease in Partnership Minimum Gain during such year, determined in accordance with Treasury Regulations §1.704-2(g)(2). Allocations pursuant to the preceding sentence shall be made among the Partners in proportion to the respective amounts required to be allocated to each of them pursuant to such Treasury Regulation. The items to be so allocated shall be determined in accordance with Treasury Regulations Section 1.704-2(f)(6). Any special allocation of items of Partnership income and gain pursuant to this Section A.2(b) shall be made before any other allocation of items under this Appendix A. This Section A.2(b) is intended to comply with the "minimum gain chargeback" requirement in Treasury Regulations §1.704-2(f) and shall be interpreted consistently therewith.

(c) Partner Nonrecourse Debt Minimum Gain Chargeback. If there is a net decrease during a taxable year in the Partner Nonrecourse Debt Minimum Gain attributable to a Partner Nonrecourse Debt, then each Partner with a share of the Partner Nonrecourse Debt Minimum Gain attributable to such debt, determined in accordance with Treasury Regulations §1.704-2(i)(5), shall [except as otherwise provided in Sections 1.704-2(i)(4) and 2(i)(2), (3), (4) and (5)] be specially allocated items of income and gain for such year (and, if necessary, subsequent years) in an amount equal to such Partner's share of the net decrease in the Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Treasury Regulations §1.704-2(i)(4). Allocations pursuant to the preceding sentence shall be made among the Partners in proportion to the respective amounts to be allocated to each of them pursuant to such Treasury Regulation. Any special allocation of items of income and gain pursuant to this Section A.2(c) for a taxable year shall be made before any other allocation of Partnership items under this Appendix A, except only for special allocations required under Section A.2(b) hereof. The items to be so allocated shall be determined in accordance with Treasury Regulations §1.704-2(i)(4). This Section A.2(c) is intended to comply with the provisions of Treasury Regulations §1.704-2(i)(4) and shall be interpreted consistently therewith.

(d) Qualified Income Offset. If any Partner other than the General Partner receives any adjustments, allocations, or distributions described in clauses (4), (5) or (6) of Treasury Regulations §1.704-1(b)(2)(ii)(d), items of income and gain shall be specially allocated to each such Partner in an amount and manner sufficient to eliminate as quickly as possible, to the extent required by such Treasury Regulation, any deficit in such Partner's Adjusted Capital Account Balance, such balance to be determined after all other allocations provided for under this Appendix A have been tentatively made as if this Section A.2(d) were not in this Agreement.

(e) Nonrecourse Deductions. Nonrecourse Deductions for any taxable year or other period shall be specially allocated to the Partners in proportion to their Partnership Interests.

(f) Partner Nonrecourse Deductions. Partner Nonrecourse Deductions for any Taxable year or other period shall be specially allocated, in accordance with

Treasury Regulations §1.704-2(i)(1), to the Partner or Partners who bear the economic risk of loss for the Partner Nonrecourse Debt to which such deductions are attributable.

**Section A.3 Curative Allocations.** The allocations set forth in subsections (b) through (h) of Section A.2 hereof ("**Regulatory Allocations**") are intended to comply with certain requirements of Treasury Regulations Sections 1.704-1(b) and 1.704-2. Notwithstanding any other provisions of this Appendix A (other than the Regulatory Allocations and the next two sentences), the Regulatory Allocations shall be taken into account in allocating other Profits, Losses and items of income, gain, loss and deduction among the Partners so that, to the extent possible, the net amount of such allocations of other Profits, Losses and other items and the Regulatory Allocations to each Partner shall be equal to the net amount that would have been allocated to each such Partner if the Regulatory Allocations had not occurred. For purposes of applying the preceding sentence, Regulatory Allocations of Nonrecourse Deductions and Partner Nonrecourse Deductions shall be offset by subsequent allocations of items of income and gain pursuant to this Section A.3 only if (and to the extent that): (a) the General Partner reasonably determines that such Regulatory Allocations are not likely to be offset by subsequent allocations under Section A.2(b) or Section A.2(c) hereof, and (b) there has been a net decrease in Partnership Minimum Gain (in the case of allocations to offset prior Nonrecourse Deductions) or a net decrease in Partner Nonrecourse Debt Minimum Gain attributable to a Partner Nonrecourse Debt (in the case of allocations to offset prior Partner Nonrecourse Deductions). The General Partner shall apply the provisions of this Section A.3, and shall divide the allocations hereunder among the Partners, in such manner as will minimize the economic distortions upon the distributions to the Partners that might otherwise result from the Regulatory Allocations.

**Section A.4 General Allocation Rules.**

(a) Generally, all Profits and Losses allocated to the Partners shall be allocated among them in proportion to their Percentage Interests, except as otherwise specifically provided under the terms of this Agreement. In the event Partners are admitted to the Partnership on different dates during any taxable year, additional interests in the Partnership are issued during a taxable year, or the Percentage Interests are re-allocated during a taxable year, the Profits (or Losses) allocated to the Partners for each such taxable year shall be allocated among the Partners in proportion to the Percentage Interests that each Partner holds from time to time during such taxable year in accordance with Code Section 706, using any convention permitted by law and selected by the General Partner.

(b) For purposes of determining the Profits, Losses or any other items allocable to any period, the Profits, Losses and any such other items shall be determined on a daily, monthly or other basis, as determined by the General Partner using any method permissible under Code Section 706 and the Treasury Regulations thereunder.

(c) For purposes of determining the Partners' proportionate shares of the "excess nonrecourse liabilities" of the Partnership within the meaning of Treasury Regulations §1.752-3(a)(3), their respective interests in Partner Profits shall be in the same proportions as their Percentage Interests.

**Section A.5 Code Section 754 Adjustments.** To the extent an adjustment to the adjusted tax basis of any Partnership asset under Code Section 734(b) or 743(b) is required to be taken into account in determining Capital Accounts pursuant to Treasury Regulations §1.704-1(b)(2)(iv)(m), the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis), and such gain or loss shall be specially allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such section of the Treasury Regulations.

# **EXHIBIT 48**

VIRGINIA:

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT  
OF THE COUNTY OF FAIRFAX, VIRGINIA  
CONFESSION OF JUDGMENT

LAW NO. CL-2009-18506

I, Frank E. Brown, Jr., hereby acknowledge Kubli & Associates, P.C. to be justly indebted to, and do hereby confess judgment in favor of The GSA Telecommunications Trust in the sum of One Million One Hundred Thirty-Three Thousand, Nine Hundred One and 45/100 Dollars (\$1,133,901.45) with interest thereon at the rate of One Percent (1%) per month, compounded monthly, from the 31st day of December, 2009, until payment, and the costs of this proceeding, including reasonable attorney's fees, hereby waiving the benefit of its homestead exemption as to the same as provided in the instrument on which this proceeding is based.

Given under hand and seal this 30th day of December, 2009.

[REDACTED]  
Frank E. Brown, Jr., VSB No. 1030  
Saunders & Brown, PLC  
8280 Greensboro Drive, Suite 601  
McLean, VA 22102  
Telephone: (703) [REDACTED]  
Facsimile: (703) [REDACTED]

VIRGINIA:

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF FAIRFAX COUNTY

The foregoing judgment was duly confessed before me in my office aforesaid on the 30<sup>th</sup> day of December, 2009 at 4:30 o'clock PM, and has been duly entered of record.

TESTE: JOHN T. FREY, Clerk

By: [REDACTED]  
Deputy Clerk

Defendant's Name & Address:

Kubli & Associates, P.C.  
8605 Westwood Center Road, Suite 410  
Vienna, VA 22182

Plaintiff: GSA TELECOMMUNICATIONS TRUST  
Defendant: KUBLI & ASSOCIATES PC  
Date/Time Docketed: 12/30/2009 3:08:15 PM Judgment No: 469667  
Recorded in FAIRFAX CIRCUIT COURT

TESTE: JOHN T. FREY

*John T. Frey*

RepGrayson\_0000687

THAG\_0688

15-6530\_0778

# **EXHIBIT 49**



Todd Jurkowski &lt;[REDACTED]&gt;

---

**Two checks**

6 messages

---

**Todd Jurkowski** <[REDACTED]>  
To: Carla Coleman <[REDACTED]@kubliandassociates.com>

Fri, May 20, 2011 at 4:20 PM

Carla,

The Congressman is writing checks to The Grayson Fund General Partner and The Grayson Fund Management Company to open their new bank accounts. \$1,000 each. Alan asked that you ensure that the Grayson Consulting account has enough money in it to clear the checks.

Please confirm.

Thanks.

T

---

**Carla Coleman** <[REDACTED]@kubliandassociates.com>  
To: Todd Jurkowski <[REDACTED]>

Mon, May 23, 2011 at 9:13 AM

I'll fed ex a transfer check to the bank today. I am here by myself so I can't "run" to the bank. There will be money in there tomorrow to cover the checks. Do you know if Grayson Consulting will be paying your salary at the eom this month or is the other company set up to pay you? Just trying to plan!!!!!!! Thanks.

C

---

**From:** Todd Jurkowski [mailto:[REDACTED]]  
**Sent:** Friday, May 20, 2011 4:21 PM  
**To:** Carla Coleman  
**Subject:** Two checks

[Quoted text hidden]

---

**Todd Jurkowski** <[REDACTED]>  
To: Carla Coleman <[REDACTED]@kubliandassociates.com>

Mon, May 23, 2011 at 9:23 AM

That might be a problem because the checks were deposited late Friday.

I will check with Alan, but let me know if you have any other ideas.

Thanks.

T

[Quoted text hidden]

---

**Carla Coleman** <[REDACTED]@kubliandassociates.com>  
To: Todd Jurkowski <[REDACTED]>

Mon, May 23, 2011 at 9:27 AM



You guys can't do this to me.....don't bother Alan with it. give me all the check details and I'll call the bank and see if they'll "hold" em til tomorrow but they probably already hit the bank.

C

---

**From:** Todd Jurkowski [mailto: [REDACTED]]  
**Sent:** Monday, May 23, 2011 9:23 AM  
**To:** Carla Coleman  
**Subject:** Re: RE: Two checks

[Quoted text hidden]

---

**Todd Jurkowski** < [REDACTED] >  
To: Carla Coleman < [REDACTED]@kubliandassociates.com >

Mon, May 23, 2011 at 9:43 AM

I will contact the bank rep because I do not have all the check details. I was only following direction from Alan. I did not know that this would be an issue. Sorry Carla.

Regarding my paycheck, please issue it through Grayson Consulting. I would expect that we will have the other entities set up properly for the checks for the end of June. Thanks.

T

[Quoted text hidden]

---

**Carla Coleman** < [REDACTED]@kubliandassociates.com >  
To: Todd Jurkowski < [REDACTED] >

Mon, May 23, 2011 at 9:45 AM

I know. Sometimes he doesn't think and decides I can just run out and fix stuff! I just went on line and looked at the account. There is about 2200.00 in the account and there is a check summary that says 2000.00 worth of checks are pending ..... if you wrote 2 1000.00 checks we're ok for now and I can just fed ex some money so the acct has \$\$\$\$ in it.

---

**From:** Todd Jurkowski [mailto: [REDACTED]]  
**Sent:** Monday, May 23, 2011 9:43 AM

[Quoted text hidden]

[Quoted text hidden]

# **EXHIBIT 50**

Carla,

AMG asked me to type up a document explaining what I do and who will take over.

Pasted below is the hedge fund element of the document, which impacts you.

Talk soon.

T

### Hedge Fund

- Monthly bills – Bills like CenturyLink and Brighthouse are on auto debit. Others, like rent and the monthly administration fees, are paid by check. I have provided a list to Carla, along with the checkbooks for the Management Company and General Partner.
- Daily research – I have trained Carla on the daily VXX/VIX research. She will provide updates twice daily until instructed otherwise by you.
- Mail – I have forwarded the hedge fund mail to Carla's house. This expires in six months, but can be extended, if necessary. I also provided to her a list of the file folders that I keep in the office. Carla will start a duplicate set of files, which can be shipped down to Orlando for easy collating, when/if a new administrative person comes aboard.
- Email – I have created a new email account for Carla ([REDACTED]). Upon my departure, I will activate an auto-reply for my account. It will let people know that I am no longer with the fund, and it will provide Carla's email address. I am the administrator on the account for The Grayson Fund emails. Carla can either log in as me, or change the administrator on the account, in order to add/delete/edit the email accounts.
- Computer passwords – I have provided Carla a "computer key" document with the login/passwords for all the various accounts related to the fund. Among them are ConvergeEx, Interactive Brokers (including the remote passcode device), Suntrust, HedgeCo, [thegraysonfund.com](http://thegraysonfund.com), etc.
- Office phone – On the "computer key" document are instructions on how to access the office voicemail, both from the office and remotely. Carla can also forward all calls to her cell phone, if preferred. Instructions are on the computer key document.
- Digital files – I have copied all the digital hedge fund files onto a thumb drive, and gave the thumb drive to Carla.
- Job vacancies – I have gone through a few resume I have received for the Investor Relations/Marketing and Researcher positions. I put the resumes of prospective candidates in folders on your desk. The folders are titled for their respective positions.
- Annual reports for 2014 for the GP and IM have been filed, and fees paid to the State of Florida. Future notices should arrive in the [REDACTED] inbox.

**RepGrayson\_00003987**

THAG\_3988

15-6530\_0784

# **EXHIBIT 51**



Carla Coleman &lt;[REDACTED]@thegraysonfund.com&gt;

**Grayson Fund**

8 messages

Koukoulis, Dimitris &lt;[REDACTED]@mcgladrey.com&gt;

Fri, Sep 5, 2014 at 10:56 AM

To: Carla Coleman &lt;[REDACTED]@thegraysonfund.com&gt;

Cc: Veda Balli &lt;[REDACTED]@gsfundservices.com&gt;, "Spitz, Moshe" &lt;[REDACTED]@mcgladrey.com&gt;

Hi Carla

It's been a while since our last communications.

Suntrust bank informed us that we should use confirmation.com in order to request a bank confirmation reply. In order for us to use this, I need to know the authorized signatories and email addresses of the signatories for the Fund's bank account number. Could you provide me the information.

I have not yet received the signed engagement letter. I recall that you were waiting for Mr. Grayson to sign in order to forward it to me.

I also need to set up a call with you to discuss the internal controls and processes of the Fund's investment and trading activities. I need to update our audit documentation. Please let me know when we could have a call next week that is suitable to you.

If you have any questions, please let me know.

Regards,

**Dimitris Koukoulis, CPA****McGladrey LLP**

Certified Public Accountants

1185 Avenue of the Americas, New York, NY 10036-2602

[REDACTED]@mcgladrey.com



Experience the power of being understood<sup>SM</sup>.

NOTICE: This e-mail is only intended for the person(s) to whom it is addressed and may contain confidential information. Unless stated to the contrary, any opinions or comments are personal to the writer and do not represent the official view of McGladrey LLP or any of its affiliates (McGladrey). If you have received this e-mail in error, please notify us immediately by reply e-mail and then delete this message from your system. Please do not copy it or use it for any purposes, or disclose its contents to any other person. Thank you for your cooperation.

Any advice or information in the body of this email is subject to, and limited by, the terms in the applicable engagement letter or statement of work, including provisions regarding tax advice. McGladrey is not responsible for, and no person should rely upon, any advice or information in the body of this email unless such advice or information relates to services contemplated by an engagement letter or statement of work in effect between such person and McGladrey.

---

Carla Coleman <[REDACTED]@thegraysonfund.com>  
To: "Koukoulis, Dimitris" <[REDACTED]@mcgladrey.com>

Tue, Sep 9, 2014 at 10:37 AM

You can call me whenever but tomorrow would be better than today - he's got a lunch meeting tomorrow at noon so I'll be able to talk without him needing something from me.

Please email me another one and I'll print it out and put it in front of him today. Honestly, I thought he signed it and I mailed it to you in Georgia? A long long time ago??

I'll give you what you need for SunTrust when we talk also.

Carla  
540-[REDACTED]  
[Quoted text hidden]

---

Koukoulis, Dimitris <[REDACTED]@mcgladrey.com>  
To: Carla Coleman <[REDACTED]@thegraysonfund.com>

Tue, Sep 9, 2014 at 11:16 AM

Hi Carla

I shall call you tomorrow at noon.

I have attached the engagement letters.

Regards,

Dimitris Koukoulis, CPA

McGladrey LLP

Certified Public Accountants

1185 Avenue of the Americas, New York, NY 10036-2602

[Redacted]@mcgladrey.com



**From:** Carla Coleman [mailto:[Redacted]@thegraysonfund.com]  
**Sent:** Tuesday, September 09, 2014 10:38 AM  
**To:** Koukoulis, Dimitris  
**Subject:** Re: Grayson Fund

[Quoted text hidden]  
[Quoted text hidden]

**2 attachments**

- The Grayson Fund LP Arrangement Ltr 2013.pdf**  
266K
- The Grayson Master Fund arrangement ltr. 2013.pdf**  
273K

**Koukoulis, Dimitris** <[Redacted]@mcgladrey.com>  
To: Carla Coleman <[Redacted]@thegraysonfund.com>

Wed, Sep 10, 2014 at 12:38 PM

Hi Carla

I called at noon and left a voicemail. Let me know when I can call again.

Thank you,

**Dimitris Koukoulis, CPA**

**McGladrey LLP**

Certified Public Accountants

1185 Avenue of the Americas, New York, NY 10036-2602

[Redacted]@mcgladrey.com



Experience the power of being understood<sup>SM</sup>.



**From:** Carla Coleman [mailto: [REDACTED]@thegraysonfund.com]  
**Sent:** Tuesday, September 09, 2014 10:38 AM  
**To:** Koukoulis, Dimitris  
**Subject:** Re: Grayson Fund

You can call me whenever but tomorrow would be better than today - he's got a lunch meeting tomorrow at noon so I'll be able to talk without him needing something from me.

[Quoted text hidden]  
 [Quoted text hidden]  
 [Quoted text hidden]

**Carla Coleman** < [REDACTED]@thegraysonfund.com> Wed, Sep 10, 2014 at 4:47 PM  
**To:** "Koukoulis, Dimitris" < [REDACTED]@mcgladrey.com>

Sorry - had a meeting when you called. I printed out the letters and will have AMG sign and get them back to you asap. Can you call me tomorrow - same time, same place! It's insane in DC right now!  
 Carla  
 [Quoted text hidden]

**Koukoulis, Dimitris** < [REDACTED]@mcgladrey.com> Wed, Sep 10, 2014 at 4:52 PM  
**To:** Carla Coleman [mailto: [REDACTED]@thegraysonfund.com]

That's ok. I'll call you tomorrow at noon. I can imagine that it gets very busy and demanding in DC.

Regards,

Dimitris Koukoulis, CPA

McGladrey LLP

Certified Public Accountants

1185 Avenue of the Americas, New York, NY 10036-2602

[REDACTED]@mcgladrey.com



**From:** Carla Coleman [mailto: [REDACTED]@thegraysonfund.com]

**Sent:** Wednesday, September 10, 2014 4:48 PM

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

---

**Carla Coleman** <[REDACTED]@thegraysongfund.com>

Thu, Sep 11, 2014 at 2:16 PM

To: "Koukoulis, Dimitris" <[REDACTED]@mcgladrey.com>

Dimitris,

When you send me an email if you send me something to carla.coleman@mail.house.gov that just says - check the fund email -, I'll know!

[Quoted text hidden]

---

**Koukoulis, Dimitris** <[REDACTED]@mcgladrey.com>

Fri, Sep 12, 2014 at 5:26 PM

To: Carla Coleman <[REDACTED]@thegraysongfund.com>

Hi Carla

Per our discussion yesterday, attached is a list of transactions which we require the confirmations when the trades were done. Please see attached the examples of the trade confirmations we audited in 2012 which we require for the 2013 listing.

Thank you and have a good weekend.

Regards,

**Dimitris Koukoulis, CPA**

**McGladrey LLP**

Certified Public Accountants

1185 Avenue of the Americas, New York, NY 10036-2602

[REDACTED]@mcgladrey.com



---

**From:** Carla Coleman [mailto:[REDACTED]@thegraysongfund.com]

**Sent:** Thursday, September 11, 2014 2:16 PM

# **EXHIBIT 52**

---

**From:** Coleman, Carla [<mailto:Carla.Coleman@mail.house.gov>]  
**Sent:** Thursday, March 26, 2015 2:47 PM  
**To:** Wil Colon  
**Subject:** Re: Residual Assets

I will email it to you tomorrow. Thanks

Sent from my iPhone

On Mar 26, 2015, at 2:40 PM, Wil Colon <[REDACTED]> wrote:

\*\*\* 03/22/12 \*\*\*  
1,700,000 [REDACTED] REC FR  
ADP SECURITY NO: [REDACTED]

Wil Colon  
Senior Vice President | Operations  
Prime Services  
**CONVERGEX**  
30000 Mill Creek Avenue, Suite 350 | Alpharetta, GA 30022  
[REDACTED]

---

**From:** Coleman, Carla [<mailto:Carla.Coleman@mail.house.gov>]  
**Sent:** Thursday, March 26, 2015 2:32 PM  
**To:** Operations – ConvergEx Prime  
**Subject:** RE: Residual Assets

OK one more thing please. Alan said the acquisition date was when the stock hit your account. Can you please tell me that date?  
Carla

---

**From:** Operations – ConvergEx Prime [REDACTED]  
**Sent:** Thursday, March 26, 2015 12:58 PM  
**To:** Coleman, Carla  
**Cc:** Operations – ConvergEx Prime  
**Subject:** RE: Residual Assets

Legend removal.

<image001.png>

Wil Colon  
Senior Vice President | Operations  
Prime Services  
**CONVERGEX**  
30000 Mill Creek Avenue, Suite 350 | Alpharetta, GA 30022  
[REDACTED]

---

**From:** Coleman, Carla [<mailto:Carla.Coleman@mail.house.gov>]

RepGrayson\_00003919

THAG\_3920

15-6530\_0792

**Sent:** Thursday, March 26, 2015 12:51 PM  
**To:** Operations – ConvergEx Prime  
**Subject:** RE: Residual Assets

Ok great – I actually filled all that part out correctly! I amaze myself sometimes! Thanks.  
Now is [REDACTED] a private company or a Reporting Company?  
And is the proposed quantity for Sale, Legend Removal or Re-registration?

Thank you!  
C

---

**From:** Operations – ConvergEx Prime [REDACTED]  
**Sent:** Thursday, March 26, 2015 12:47 PM  
**To:** Coleman, Carla  
**Cc:** Operations – ConvergEx Prime  
**Subject:** RE: Residual Assets

Hello Carla,

Firm Name/Account Title: The Grayson Fund LP  
Account Number: [REDACTED]  
Name of Issuer: [REDACTED]  
Symbol: [REDACTED]  
Stock Price: \$ .0196  
Quantity: 1,700,000  
General Counsel: unknown

Acquisition Information: Alan should have this information. It was acquire prior to priming with us.

Thank you,

Wil

Wil Colon  
Senior Vice President | Operations  
Prime Services  
**CONVERGEX**

---

**From:** Coleman, Carla [<mailto:Carla.Coleman@mail.house.gov>]  
**Sent:** Thursday, March 26, 2015 11:45 AM  
**To:** Operations – ConvergEx Prime  
**Subject:** RE: Residual Assets

I see! Now where do I get this info? I am assuming Firm Name is Alan? Account Title is the Grayson Fund w/ the account number. Name of Issuer? Quantity Proposed for Sale would be 1,700,000 Any shares sold during the prior 3 months? What about date acquired and paid for?

---

**From:** Operations – ConvergEx Prime [REDACTED]  
**Sent:** Thursday, March 26, 2015 11:35 AM  
**To:** Coleman, Carla

RepGrayson\_00003920  
THAG\_3921  
15-6530\_0793

**Cc:** Operations – ConvergEx Prime  
**Subject:** RE: Residual Assets

Hello Carla,

I hope all is well. Mr. Grayson owns the below restricted position in his account at JPM. He has requested us to remove the restriction so that he is able to transfers it to IB. In order to initiate the process the first step is to complete the attached form for only the fields below.

[REDACTED]  
A/C: The Grayson Master Fund LP

1,700,000 shares of [REDACTED]  
Price: \$ 0.196  
Market Value: \$ 332,583

<image002.png>

Thank you,

Wil

Wil Colon  
Senior Vice President | Operations  
Prime Services  
**CONVERGEX**

---

**From:** Coleman, Carla [<mailto:Carla.Coleman@mail.house.gov>]  
**Sent:** Thursday, March 26, 2015 10:48 AM  
**To:** Wil Colon  
**Subject:** Residual Assets

Dear Wil,  
Alan has given this form to me to fill out for him. Unfortunately, I am unsure of any of it. I emailed Todd about it and haven't heard back from him yet. So I'm turning to you for help. Can you explain it to me please? Thanks.  
Carla

--Original Message-----

**From:** Alan Grayson  
**Sent:** Mon 3/16/2015 12:05 PM  
**To:** Carla Coleman  
**Subject:** FW: Convergex: Residual Assets

Please prepare this for my signature. Todd may have some of the information

**RepGrayson\_00003921**  
THAG\_3922  
15-6530\_0794

# **EXHIBIT 53**



Carla Coleman <[redacted]@thegraysonfund.com>

**Change in accounting method for Grayson Fund**

3 messages

Carla Coleman <[redacted]@thegraysonfund.com>

Mon, Dec 1, 2014 at 12:20 PM

To: "Pisetskaya, Marianna" <[redacted]@mcgladrey.com>

Good Morning!

Just to let you know that as of today, we've changed the default accounting method from LIFO to High Cost for the Grayson Fund.

Please let me know if I should let anyone else know of this change. Thanks.  
Carla

Pisetskaya, Marianna <[redacted]@mcgladrey.com>

Mon, Dec 1, 2014 at 3:28 PM

To: Carla Coleman <[redacted]@thegraysonfund.com>

Carla,

I let our audit team know.

Thanks

**Marianna Pisetskaya**

**Tax Manager, Financial Services**

**McGladrey, LLP**

1185 Avenue of the Americas, New York, NY 10036-2602

[redacted]@mcgladrey.com



Experience the power of being understood<sup>SM</sup>

Gain timely insights on your industry and business issues.



# **EXHIBIT 54**

**2014 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# N12000003083

Entity Name: SMALL FRIENDS, INC.

**Current Principal Place of Business:**

7637 LEESBURG PIKE  
1ST FLOOR  
FALLS CHURCH, VA 22043

**Current Mailing Address:**

7637 LEESBURG PIKE  
1ST FLOOR  
FALLS CHURCH, VA 22043 US

FEI Number: [REDACTED]

Certificate of Status Desired: No

**Name and Address of Current Registered Agent:**

COLEMAN, CARLA  
[REDACTED]

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE: CARLA COLEMAN 01/10/2014  
\_\_\_\_\_  
Electronic Signature of Registered Agent Date

**Officer/Director Detail :**

Title P  
Name AMG TR, P.C.  
Address 7637 LEESBURG PIKE, 1ST FLOOR  
City-State-Zip: FALLS CHURCH VA 22043

Title VP  
Name AMG TR, P.C.  
Address 7636 LEESBURG PIKE, 1ST FLOOR  
City-State-Zip: FALLS CHURCH VA 22043

Title SEC  
Name COLEMAN, CARLA  
Address [REDACTED]  
City-State-Zip: [REDACTED]

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes, and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: CARLA COLEMAN SECRETARY 01/10/2014  
\_\_\_\_\_  
Electronic Signature of Signing Officer/Director Detail Date

# **EXHIBIT 55**

N12000003083

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP     WAIT     MAIL

(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



200269032502

02/10/15--01017--013 \*\*35.00

FILED  
SECRETARY OF STATE  
DIVISION OF COURT OPERATIONS  
15 FEB 10 AM 11:03

C.L.  
2-13-15

RepGrayson\_00000173

THAG\_0174

15-6530\_0800

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Small Friends, Inc

**DOCUMENT NUMBER:** N12000003083

The enclosed **Articles of Dissolution** and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

**Carla Coleman**  
\_\_\_\_\_  
(Name of Contact Person)

\_\_\_\_\_  
(Firm/Company)

[Redacted]

\_\_\_\_\_  
(Address)

[Redacted]

\_\_\_\_\_  
(City/State and Zip Code)

For further information concerning this matter, please call:

**Carla Coleman** at [Redacted]  
\_\_\_\_\_  
(Name of Contact Person) (Area Code) (Daytime Telephone Number)

Enclosed is a check for the following amount:

- \$35 Filing Fee
- \$43.75 Filing Fee & Certificate of Status
- \$43.75 Filing Fee & Certified Copy (Additional copy is enclosed)
- \$52.50 Filing Fee, Certificate of Status & Certified Copy (Additional copy is enclosed)

**MAILING ADDRESS:**  
Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**STREET ADDRESS:**  
Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

ARTICLES OF DISSOLUTION

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

15 FEB 10 AM 11:03

Pursuant to section 617.1401, Florida Statutes, this Florida not for profit corporation submits the following Articles of Dissolution:

FIRST: The name of the corporation as currently filed with the Florida Department of State:  
Small Friends, Inc

SECOND: The document number of the corporation (if known): N12000003083

THIRD: The file date of the articles of incorporation: 3/16/12

FOURTH: The corporation has not commenced to conduct its affairs.

FIFTH: No debts of the corporation remains unpaid.

SIXTH: Adoption of Dissolution (CHECK ONE)  
(Note: Cannot be authorized by an incorporator if the corporation has directors)

- The dissolution was authorized by a majority of the directors:  
OR
- The dissolution was authorized by an incorporator.
- The dissolution was authorized by a majority of the incorporators.



Signature:

(By the chairman or vice chairman of the board, president or other officer- if directors have not been selected, by an incorporator- if in the hands of a receiver, trustee, or other court appointed fiduciary, by that fiduciary)

Alan Grayson

(Typed or printed name of person signing)

President

(Title of person signing)

Filing Fee: \$35

RepGrayson\_00000175

THAG\_0176

15-6530\_0802

# **EXHIBIT 56**

**2014 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# N12000003082

**Entity Name:** FLORIDA SAVE OUR SHORES, INC.

**Current Principal Place of Business:**

7637 LEESBURG PIKE  
1ST FLOOR  
FALLS CHURCH, VA 22043

**Current Mailing Address:**

7637 LEESBURG PIKE  
1ST FLOOR  
FALLS CHURCH, VA 22043 US

**FEI Number:** 46-1954596

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

COLEMAN, CARLA  
[REDACTED]

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE: CARLA COLEMAN

01/10/2014

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

Title P  
Name AMG TR, P.C.  
Address 7637 LEESBURG PIKE, 1ST FLOOR  
City-State-Zip: FALLS CHURCH VA 22043

Title VP  
Name AMG TR, P.C.  
Address 7637 LEESBURG PIKE, 1ST FLOOR  
City-State-Zip: FALLS CHURCH VA 22043

Title SEC  
Name COLEMAN, CARLA  
Address [REDACTED]  
City-State-Zip: [REDACTED]

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes, and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: CARLA COLEMAN

SECRETARY

01/10/2014

Electronic Signature of Signing Officer/Director Detail

Date

RepGrayson\_00000179

THAG\_0180

15-6530\_0804



# **EXHIBIT 57**

N12000003082

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP     WAIT     MAIL

(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



600269032496

02/10/15--01017--014 \*\*35.00

15 FEB 10 AM 10:57  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

*Ch.  
2-13-15*

RepGrayson\_0000180

THAG\_0181

15-6530\_0806

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Florida Save our Shores, Inc.

**DOCUMENT NUMBER:** N12000003082

The enclosed **Articles of Dissolution** and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

**Carla Coleman**

(Name of Contact Person)

(Firm/Company)

[REDACTED]

(Address)

[REDACTED]

(City/State and Zip Code)

For further information concerning this matter, please call:

**Carla Coleman**

(Name of Contact Person)

at ( [REDACTED] )

(Area Code)

[REDACTED] (Daytime Telephone Number)

Enclosed is a check for the following amount:

- \$35 Filing Fee     \$43.75 Filing Fee & Certificate of Status     \$43.75 Filing Fee & Certified Copy (Additional copy is enclosed)     \$52.50 Filing Fee, Certificate of Status & Certified Copy (Additional copy is enclosed)

**MAILING ADDRESS:**

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**STREET ADDRESS:**

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

RepGrayson\_0000181

THAG\_0182

15-6530\_0807

ARTICLES OF DISSOLUTION

15 FEB 10 AM 10: 58

Pursuant to section 617.1401, Florida Statutes, this Florida not for profit corporation submits the following Articles of Dissolution:

FIRST: The name of the corporation as currently filed with the Florida Department of State:  
Florida Save our Shores, Inc.

SECOND: The document number of the corporation (if known): N12000003082

THIRD: The file date of the articles of incorporation: 3/16/12

FOURTH: The corporation has not commenced to conduct its affairs.

FIFTH: No debts of the corporation remains unpaid.

SIXTH: Adoption of Dissolution (CHECK ONE)  
(Note: Cannot be authorized by an incorporator if the corporation has directors)

- The dissolution was authorized by a majority of the directors:  
OR
- The dissolution was authorized by an incorporator.
- The dissolution was authorized by a majority of the incorporators.

Signature: 

(By the chairman or vice chairman of the board, president or other officer- if directors have not been selected, by an incorporator- if in the hands of a receiver, trustee, or other court appointed fiduciary, by that fiduciary)

Alan Grayson

(Typed or printed name of person signing)

President

(Title of person signing)


Filing Fee: \$35

RepGrayson\_00000182

THAG\_0183

15-6530\_0808

# **EXHIBIT 58**

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>			1. REQUISITION NUMBER [REDACTED]	PAGE 1 OF <b>4</b>		
2. CONTRACT NO. [REDACTED]	3. AWARD/EFFECTIVE DATE See Block 31c	4. ORDER NUMBER	5. SOLICITATION NUMBER [REDACTED]	6. SOLICITATION ISSUE DATE 12/12/2011		
7. FOR SOLICITATION INFORMATION CALL: 		a. NAME Christina E. Wood-DLA Energy BCA	b. TELEPHONE NUMBER (No collect calls) [REDACTED]	8. OFFER DUE DATE/ LOCAL TIME 01/05/2012 3:00 PM		
9. ISSUED BY ATTN: DLA Energy-BCA RM 2954 DEFENSE LOGISTICS AGENCY ENERGY 8725 JOHN J KINGMAN RD, SUITE 4950 FORT BELVOIR, VA 22060-6222 P.P. 2.2a, 2.2c, 2.5a		CODE SP0600	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: <b>44.12 %</b> FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB      NAICS: <b>324110</b> <input type="checkbox"/> 8 (A)      SIZE STANDARD: <b>See FAR 52.212-1</b>			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS Net 30	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING		
15. DELIVER TO SEE SCHEDULE	CODE	16. ADMINISTERED BY SEE BLOCK 9		CODE SP0600		
17a. CONTRACTOR/ OFFEROR Wynnewood Energy Company, LLC 2277 Plaza Drive, Suite 500 Sugar Land, TX 77479	CODE G188	FACILITY CODE OBMJ3	18a. PAYMENT WILL BE MADE BY DEFENSE FINANCE & ACCOUNTING SERVICE- COLUMBUS CENTER-STOCK FUND DIRECTORATE FUELS ACCOUNTING AND PAYMENT DIVISION ATTN: DFAS-JAQBAD/CC, PO BOX 182317 COLUMBUS, OH 43218-6250      FAX: [REDACTED]			
TELEPHONE NO. [REDACTED]	17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE B-0001 B1 (SCHEDULE) Solicitation SP0600-12-R-0061 with amendments 0001, 0002, 0003, 0004, and 0005 incorporated by reference.  <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					
25. ACCOUNTING AND APPROPRIATION DATA 97X4930.5CF0 01 26.1 S33150			26. TOTAL AWARD AMOUNT (For Govt. Use Only) Est. \$161,428,730.40			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA			<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. <u>Wynnewood's</u> OFFER DATED <u>01/05/2012</u> . YOUR OFFER ON SOLICITATION (BLOCK 6) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			[REDACTED] Schedule OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED			
PHYLLIS M. ORANGE			20 Sep 12			

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)  
Prescribed by GSA - FAR (48 CFR) 53.212

CVRR\_OCE - 000354

CVR\_0375  
15-6530\_0810

B-0001 B1 SUPPLIES TO BE FURNISHED (BULK) (DLA ENERGY MAR 2009)  
 (a) The minimum and maximum quantities are defined in the DELIVERY-ORDER LIMITATIONS – SCOPE OF CONTRACT clause.  
 (b) The supplies to be furnished during the contract period and all associated data are as follows:

<u>ITEM</u>	<u>EST QTY/GALS</u>	<u>MODE</u>	<u>BASE UNIT PRICE</u> (August 2, 2011)
DLA Energy		JP8	NSN: 9130-01-031-5816
0101 FOB ORIGIN WYNNEWOOD, OK	49,860,000	TT	\$3.237640 with FSII/SDA/CI

SCHEDULE NOTES:

1. Wynnewood Energy Company, LLC (Wynnewood)'s offer under solicitation SP0600-12-R-0061, submitted on January 5, 2012 is amended by correspondence dated March 27, 30, April 6, 16, May 11, 14, June 22, July 12, 13, 26, 30, and August 6, 2012 is accepted and hereby incorporated by reference.
2. Wynnewood's origin price per gallon for each line item includes the Oil Spill Liability Tax of \$0.001905 per USG.
3. The amount included in the price per gallon for Fuel System Inhibitor (FSII) is \$0.009074 per USG, Static Dissipator Additive (SDA) is \$0.000114 per USG, and Corrosion Inhibitor (CI) is \$0.000206 per USG.
4. Unless the parties otherwise agree, the minimum and maximum quantities available for delivery per day are as follows:

<u>ITEM</u>	<u>SHIPPING POINT</u>	<u>MODE</u>	<u>MINIMUM (USG)</u>	<u>MAXIMUM (USG)</u>
0101	Wynnewood, OK	TT	0	278,846 USG

Wynnewood's number of days per week in which the truck loading terminal will be open and the hours of operation during the day and nights are as follows:

<u>DAYS PER WEEK</u>	<u>HOURS PER DAY</u>
7	24

5. In accordance with DLAD 52.216-9055 CONTRACTOR ORDER RECEIPT AGENTS (DLA ENERGY (formerly DESC) – ENERGY SUPPLY CHAIN) (JUL 2009), orders placed shall be directed to:

Wynnewood Energy Company, LLC  
Attn: Michael R. Puddy  
[REDACTED]

6. The prices shall be adjusted in accordance with DLAD 52.216-9069 ECONOMIC PRICE ADJUSTMENT -- PUBLISHED MARKET PRICE - DOMESTIC BULK (MAY 2010). The PLATTS base market price is \$3.162640 per USG, effective August 2, 2011, for JP8 for the East/Gulf/Inland/Offshore area.
7. In accordance with E-0002 E14.02 INSPECTION AND ACCEPTANCE (BULK/SPR) (DLA ENERGY MAR 1996), the office responsible for inspection on behalf of the Government is:

<u>ITEMS</u>	<u>SOURCE OF PRODUCT AND/OR SHIPPING POINT</u>	<u>INSPECTOR(S)</u>
0101	Wynnewood Refining Company 906 South Powell Wynnewood, OK 73098 Garvin County Phone: [REDACTED]	DLA Energy Americas East ATTN: Quality Manager (Scott Artrip) Federal Building, Room 1005 2320 LaBranch Street Houston, TX 77004-1091 Phone: [REDACTED] Fax: [REDACTED]

8. In accordance with F-0003 F1.08-1 DELIVERY AND CONTRACT PERIODS FOR TANK TRUCK DELIVERIES (DOMESTIC BULK) (DLA ENERGY JUL 2005), the ordering period is date of award through August 31, 2013. The delivery period is date of award through August 31, 2013, with a thirty-day carryover.
9. In accordance with F-0012 F92.02 SCHEDULE OF REFINERY SHUTDOWNS FOR TURNAROUNDS (DOMESTIC BULK) (DLA ENERGY JAN 2012), Wynnewood advised that the shutdown period will be from October 1, 2012 through November 15, 2012. No product will be available during the shutdown period.
10. Payment shall be in accordance with G-0003 G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS – CORPORATE TRADE EXCHANGE (DLA ENERGY JUL 2007) by electronic transfer of funds in accordance with the instructions of the contractor.



11. Wynnewood's Small Business Subcontracting Plan, dated August 7, 2012, is hereby incorporated by reference and made a material part of this contract. This current Small Business subcontracting Plan is only valid for solicitation SP0600-12-R-0061. The Small Business Office of DLA Energy will administer the Small Business Subcontracting Plan.
12. Invoices shall be submitted by Electronic Data Interchange (EDI) in accordance with K-0008 K45.01 FACSIMILE OR ELECTRONIC INVOICING (DLA ENERGY JAN 1998) and G-0006 G150.05 SUBMISSION OF INVOICES FOR PAYMENT-COMMERCIAL ITEMS(BULK) (DLA ENERGY MAR 2009) and K-0003 K5 USE OF ELECTRONIC DATA INTERCHANGE (DLA ENERGY MAR 2009).
13. The contract was negotiated and awarded pursuant to the Competition in Contracting Act of 1984 (CICA), P.L. 98-369, FAR Subpart 6.1, Full and Open Competition.
14. Emergency point of contact for the Defense Logistics Agency Energy office during non-duty hours is the Defense Logistics Agency Energy-Operations Center, Contingency Plans and Operations Division (DLA Energy DL) at [REDACTED]

# **EXHIBIT 59**

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER: [REDACTED] PAGE 1 OF 3  
 2. CONTRACT NO.: [REDACTED]  
 3. AWARD/EFFECTIVE DATE: See Block 31c  
 4. ORDER NUMBER: [REDACTED]  
 5. SOLICITATION NUMBER: [REDACTED]  
 6. SOLICITATION ISSUE DATE: 02/25/2013

7. FOR SOLICITATION INFORMATION CALL: [REDACTED] MATTHEW SHUSTER-DLA ENERGY  
 8. OFFER DUE DATE/LOCAL TIME: 06/10/2013 3:00 PM  
 9. ISSUED BY: CODE SP0600  
 ATTN: DLA Energy-FEBAB Room 2954  
 Defense Logistics Agency Energy  
 8725 John J. Kingman Rd. Suite 4950  
 Fort Belvoir, Virginia 22060-6222

10. THIS ACQUISITION IS:  UNRESTRICTED OR  SET ASIDE: 44.59 % FOR:  
 SMALL BUSINESS  WOMEN-OWNED SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 324110  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  EDWOSB  B (A)  SIZE STANDARD: See 52.212-1

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED:  SEE SCHEDULE  
 12. DISCOUNT TERMS: NET 10 DAYS  
 13. RATING: [REDACTED]  
 14. METHOD OF SOLICITATION:  RFQ  IFB  RFP

15. DELIVER TO: CODE [REDACTED] SEE SCHEDULE  
 16. ADMINISTERED BY: CODE [REDACTED] SEE BLOCK 9

17a. CONTRACTOR/OFFEROR: CODE G188 FACILITY CODE OSMJ3  
 Wynnewood Energy Company LLC  
 1207 Sovereign Row  
 Oklahoma City, OK 73108-1824 DUNS: [REDACTED]  
 18a. PAYMENT WILL BE MADE BY: CODE HQ0104  
 DEFENSE FINANCE & ACCOUNTING SERVICE - COLUMBUS CENTER-STOCK FUND DIRECTORATE FUELS ACCOUNTING AND PAYMENT DIVISION  
 ATTN: DFAS-JAQBAD/CC, P.O. BOX 182317  
 COLUMBUS, OH 43218-6250 FAX: [REDACTED]

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER:   
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED:  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Turbine Fuel, Aviation, Grade Jet A ASTM-D 1655  Solicitation SP0600-13-R-0061 and amendments 0001-0007 are incorporated by reference. See B1 for item description.  <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA: 97X4930.5CF0 01 26.1 S33150  
 26. TOTAL AWARD AMOUNT (For Govt. Use Only): 179,238,610.32 Estimated

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA:  ARE  ARE NOT ATTACHED  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA:  ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED  
 29. AWARD OF CONTRACT: REF. Wynnewood's OFFER DATED 03/21/2013. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS. See sched.

30a. SIGNATURE OF OFFEROR/CONTRACTOR: [REDACTED]  
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): [REDACTED]

30b. NAME AND TITLE OF SIGNER (Type or print): [REDACTED]  
 30c. DATE SIGNED: [REDACTED]  
 31b. NAME OF CONTRACTING OFFICER (Type or print): WILMA R. McDONALD, WILMA.RENAE.1@DLA.MIL  
 31c. DATE SIGNED: 10 DEC 13

B-0001 B1 SUPPLIES TO BE FURNISHED (BULK) (DLA ENERGY JAN 2012)

(a) The minimum and maximum quantities are defined in the DELIVERY-ORDER LIMITATIONS – SCOPE OF CONTRACT clause.

(b) The supplies to be furnished during the contract period and all associated data are as follows:

<u>ITEM</u>	<u>ESTIMATED QTY/GAL</u>	<u>MODE</u>	<u>BASE UNIT PRICE (USD/USG) (September 4, 2012)</u>
DLA ENERGY	Jet A	NSN: 9130-00-359-2026	
0101	53,746,000	TT	\$3.334920 with FSII/SDA/CI

FOB ORIGIN DELIVERY FROM WYNNEWOOD, OKLAHOMA.

SCHEDULE NOTES:

1. Wynnewood’s offer dated March 27, 2013 (SF1449 dated March 21, 2013) as amended by its correspondence dated April 17, June 5(2), 10, 11(2), 12, 14, , September 6, 13, October 7, 11, 21, 24 (2), 25, 28, 30, 31, November 4, 5, 7, 27(4), and December 2(4), 2013 are hereby incorporated into the contract by reference.

2. Prices shall be adjusted in accordance with 52.216-9069, ECONOMIC PRICE ADJUSTMENT – PUBLISHED MARKET PRICE - DOMESTIC BULK (NOV 2011). The base market price for CLIN 0101 is \$3.249920/USG, effective September 4, 2012 for the East/Gulf/Inland/Offshore JP5/JP8 EPA area.

3. For item 0101 the amount included in the price per gallon for Fuel Systems Icing Inhibitor (FSII) is \$0.008433/USG, the amount included for Static Dissipator Additive (SDA) is \$0.000114/USG, and the amount included for Corrosion Inhibitor (CI) is \$0.000194/USG.

4. Unless the parties otherwise agree, the minimum/maximum quantities available for delivery per day are as follows:

<u>ITEM</u>	<u>SHIPPING POINT</u>	<u>MODE</u>	<u>MIN</u>	<u>MAX</u>
0101/JAA	Wynnewood, OK	TT	0 USG	300,000 USG

5. In accordance with E-0002 E14.02, INSPECTION AND ACCEPTANCE (BULK/SPR) (DLA ENERGY MAR 1996), the office responsible for inspection on behalf of the Government is:

<u>ITEMS</u>	<u>SOURCE OF PRODUCT AND/OR SHIPPING POINT</u>	<u>INSPECTOR(S)</u>
0101	Wynnewood Energy Co. LLC 906 South Powell Wynnewood, OK 73098 [REDACTED]	DLA Energy Americas-East Federal Building, Room 1005 2320 LaBranch Street Houston, TX 77004-1901 Attn: Scott Artrip Tel: [REDACTED] Fax: [REDACTED]

6. In accordance with F-0003 F1.08-1 DELIVERY AND CONTRACT PERIODS FOR TANK TRUCK DELIVERIES (DOMESTIC BULK) (DLA ENERGY JAN 2012), the ordering period for CLIN 0101 is January 1, 2014 through March 31, 2015. The delivery period is January 1, 2014 through March 31, 2015, plus a thirty-day carryover per 52.216-22 INDEFINITE QUANTITY (OCT 1995).

7. The contractor furnished the Contracting Officer a notice of refinery turnarounds in accordance with F-0012 F92.02, SCHEDULE OF CONTRACTOR'S REFINERY SHUTDOWNS FOR TURNAROUNDS (DLA ENERGY OCT 2012). Wynnewood has confirmed that there are no planned refinery turnarounds during the contract period.

8. Payment shall be in accordance with G-0003 G9.07, ELECTRONIC TRANSFER OF FUNDS PAYMENTS --CORPORATE TRADE EXCHANGE (DLA ENERGY JUL 2007) by electronic transfer of funds in accordance with instructions of the contractor. In accordance with G-0006 G150.05, SUBMISSION OF INVOICES FOR PAYMENT -- COMMERCIAL ITEMS (BULK) (DLA ENERGY JAN 2011) and K0008 K45.01 FACSIMILE OR ELECTRONIC INVOICING (DLA ENERGY JAN 2012) invoices will be submitted via EDI.

9. Wynnewood's Small Business Subcontracting Plan, signed October 15, 2013 and valid from October 15, 2013 through June 30, 2014 is hereby incorporated by reference and made a material part of this contract. The small Business Office of the Defense Logistics Agency Energy will administer the subcontracting plan.

10. This contract was negotiated and awarded pursuant to Competition in Contracting Act of 1984 (CICA), P.L. 98-369, FAR Subpart 6.1, Full and Open Competition.

11. Emergency point for DLA Energy during non-duty hours is the DLA Energy Operations Center, Contingency Plans and Operations Division (DLA Energy DL) at [REDACTED]

# **EXHIBIT 60**



**John R. Walter**  
**Senior Vice President, General Counsel**  
**and Secretary**  
Direct: [REDACTED]  
Fax: [REDACTED]  
Email: [REDACTED]

Via Email to [REDACTED] and via FedEx

September 16, 2015

Helen Eisner, Investigative Counsel  
Office of Congressional Ethics  
U.S. House of Representatives  
425 3<sup>rd</sup> Street, SW, Suite 1110  
Washington, DC 20024

Re: REQUEST FOR INFORMATION: Review No. 15-6530

Dear Ms. Eisner:

CVR Refining, LP ("CVR Refining") received the letter dated August 20, 2015 from the Office of Congressional Ethics ("OCE") referencing Review No. 15-6530 and requesting certain information designated therein. Based on the initial letter and our subsequent correspondence, CVR Refining has been asked to produce the following:

- A copy of all agreements and contracts between CVR Refining (or its subsidiaries) and the United States federal government, held, executed, requested, or negotiated between September 17, 2013 and January 22, 2014; and
- A copy of all licenses, leases, grants, and permits, if any, held, requested, awarded or granted to CVR Refining (or its subsidiaries) by the United States federal government, including renewals, between September 17, 2013 and January 22, 2014.

All of the documents responsive to this request are held by subsidiaries of CVR Refining. The responsive documents are on a disk enclosed with this letter, organized by entity and summarized in the table attached as Exhibit A. Please contact me if you would like to discuss this matter, or need further information.

[signature page follows]

---

CVR Refining, LP · 10 East Cambridge Circle Drive, Suite 250 · Kansas City, KS 66103

CVR\_0533  
15-6530\_0819

Sincerely,

CVR Refining, LP

By: CVR Refining GP, LLC, its general partner

By:

  
John R. Walter,  
Senior Vice President, General Counsel and Secretary

Enclosures: Request for Information Certification (via email and via FedEx)  
Produced Documents (via FedEx)

---

CVR Refining, LP 10 East Cambridge Circle Drive, Suite 250 · Kansas City, KS 66103

CVR\_0534  
15-6530\_0820



**EXHIBIT A – Produced Documents**

<b>Item</b>	<b>Description</b>	<b>Bates Number:</b>
Coffeyville Resources Refining & Marketing, LLC		
1	Second Consent Decree – 04CV-1064-MLB	CVRR_OCE – 000001 - 000209
2	RCRA Consent Order – VII-94-H-0020	CVRR_OCE – 000210 - 000271
3	Amendment to RCRA Consent Order – VII-94-H-0020	CVRR_OCE – 000272 - 000275
4	Consent Decree (RMP) – 11-CV-1291-JTM-JPO	CVRR_OCE – 000276 - 000311
5	Consent Decree (CWA-OPA) – 11-CV-1291-JTM-JPO	CVRR_OCE – 000312 - 000344
6	Stipulation and Settlement Agreement – DOL – OSHRC Docket No. 15-0323	CVRR_OCE – 000345 - 000351
7	Hazardous Materials Registration	CVRR_OCE – 000352
8	FCC Licenses	CVRR_OCE – 000353
Wynnewood Energy Company, LLC		
9	Jet Fuel Contract SP0600-12-D-0483	CVRR_OCE – 000354 - 000357
10	Jet Fuel Contract SP0600-14-D-0469	CVRR_OCE – 000358 - 000360
Wynnewood Refining Company, LLC		
11	Settlement Agreement – DOL – OSHRC Docket No. 08-0594	CVRR_OCE – 000361 - 000378
12	FCC Licenses	CVRR_OCE – 000379
Coffeyville Resources Terminal, LLC		
13	RCRA Consent Order – VII-95-H-011	CVRR_OCE – 000380 - 000502
14	Amendment to RCRA Consent Order – VII-95-H-011	CVRR_OCE – 000503 - 000506
15	FCC Licenses	CVRR_OCE – 000507
Coffeyville Resources Crude Transportation, LLC		
16	Hazardous Material Registration	CVRR_OCE – 000508
17	USDOT Registration	CVRR_OCE – 000509
18	FCC Licenses	CVRR_OCE – 000510
19	Pipeline Operator Number (Annual Fee Assessment)	CVRR_OCE – 000511

# **EXHIBIT 61**

SENT VIA E-MAIL

October 15, 2015

Paul J. Solis  
Deputy Chief Counsel  
Congress of the United States  
House of Representatives  
Office of Congressional Ethics  
425 3rd Street, S.W., Suite 1110  
Washington, DC 20024  
[REDACTED]

Re: Request for Information, Review No. 15-6530

Dear Mr. Solis,

This letter is a follow-up response to the previous correspondence sent on September 18, 2015 on behalf of Northern Tier Energy LP (“Northern Tier”) to the Office of Congressional Ethics (the “OCE”) after Northern Tier received a Request for Information (the “Request”) from the OCE via letter dated August 20, 2015. We understand that this Request pertains to a Preliminary Review, Review No. 15-6530, commenced by the OCE on July 30, 2015.

In a voicemail from your colleague Scott Gast on September 30 as well as our subsequent phone conversation on October 8, 2015, you requested that Northern Tier provide the OCE with a general list of all agreements, contracts, licenses, leases, grants and permits it or its subsidiaries have with or from the United States (“U.S.”) federal government. You also asked that Northern Tier disclose any internal information regarding any connection between the foregoing documents and U.S. Representative Alan Grayson from Florida. Finally, in a later voicemail from you on October 8, 2015, you further requested a general estimate of the number of limited partners of Northern Tier at any given time over the last three to four years.

After reviewing our files, consulting with our senior management team, and discussing with relevant managers of our business units, Northern Tier responds to these requests as follows:

1. Regarding the number of limited partners of Northern Tier, this number has fluctuated from a low of approximately 18,000 when Northern Tier went public in 2012 to a high of approximately 100,000 in 2013. Since then, the average number of limited partners of Northern Tier has been approximately 70,000 throughout 2014 and 2015.
2. We have identified the following agreements, contracts, licenses, leases, grants and permits between Northern Tier (including its wholly-owned subsidiaries) and the U.S. federal government:

- i. Closing Agreement(s) and other tax-related correspondence between the U.S. Department of the Treasury, Internal Revenue Service, and Northern Tier Energy LP;
- ii. Crude Oil Export License(s) from the U.S. Department of Commerce, Bureau of Industry and Security, to Northern Tier Energy LLC;
- iii. General Permit(s) from the U.S. Army Corps of Engineers to St. Paul Park Refining Co. LLC;
- iv. Fuel Registration(s) from the U.S. Environmental Protection Agency to St. Paul Park Refining Co. LLC;
- v. Reporting Number(s) for the U.S. Energy Information Administration by St. Paul Park Refining Co. LLC;
- vi. Hazardous Materials Certificate(s) of Registration from the U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration, to St. Paul Park Refining Co. LLC;
- vii. Certificate(s) of Standard Carrier Alpha Code (SCAC) pertaining to the U.S. Department of Homeland Security, Bureau of Customs and Border Protection, and St. Paul Park Refining Co. LLC;
- viii. Unified Carrier Registration(s) from the U.S. Department of Transportation, Federal Motor Carrier Safety Administration, to St. Paul Park Refining Co. LLC;
- ix. Federal Motor Carrier Permit(s) from the U.S. Department of Transportation, Federal Motor Carrier Safety Administration, to St. Paul Park Refining Co. LLC;
- x. Tractor and Trailer License(s) from the U.S. Department of Transportation, Federal Motor Carrier Safety Administration, to St. Paul Park Refining Co. LLC;
- xi. Truck Hazardous Materials Permit(s) from the U.S. Department of Transportation, Federal Motor Carrier Safety Administration, to St. Paul Park Refining Co. LLC;
- xii. Pipeline Permit(s) from the U.S. Department of Transportation to St. Paul Park Refining Co. LLC;
- xiii. Communications License(s) from the U.S. Federal Communications Commission to St. Paul Park Refining Co. LLC;

- xiv. Hazardous Materials Certificate(s) of Registration from the U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration, to Northern Tier Oil Transport LLC;
  - xv. Certificate(s) of Standard Carrier Alpha Code (SCAC) pertaining to the U.S. Department of Homeland Security, Bureau of Customs and Border Protection, and Northern Tier Oil Transport LLC;
  - xvi. Unified Carrier Registration(s) from the U.S. Department of Transportation, Federal Motor Carrier Safety Administration, to Northern Tier Oil Transport LLC;
  - xvii. Federal Motor Carrier Permit(s) from the U.S. Department of Transportation, Federal Motor Carrier Safety Administration, to Northern Tier Oil Transport LLC;
  - xviii. Tractor and Trailer License(s) from the U.S. Department of Transportation, Federal Motor Carrier Safety Administration, to Northern Tier Oil Transport LLC;
  - xix. Truck Hazardous Materials Permit(s) from the U.S. Department of Transportation, Federal Motor Carrier Safety Administration, to Northern Tier Oil Transport LLC;
  - xx. Inspection Grant(s) from the U.S. Department of Agriculture, Food Safety and Inspection Service, to Northern Tier Bakery LLC;
  - xxi. Food Facility Registration(s) from the U.S. Food and Drug Administration to Northern Tier Bakery LLC; and
  - xxii. Federal Motor Carrier Permit(s) from the U.S. Department of Transportation, Federal Motor Carrier Safety Administration, to Northern Tier Bakery LLC.
3. Finally, we have not identified any internal information regarding any connection between the foregoing documents and U.S. Representative Alan Grayson.

Please note that, as before, this response relates only to the time period beginning December 1, 2010, the date Northern Tier, through its operating entities, acquired the refinery in St. Paul Park, Minnesota and related assets. Prior to this date, these assets were held or controlled by third party entities with records to which Northern Tier does not have complete access.

If we can provide any additional assistance to the OCE and/or its Preliminary Review discussed above, please do not hesitate to contact me at [REDACTED].

Regards,

[REDACTED]

J. Scott Childs, Esq.  
Procurement Counsel

# **EXHIBIT 62**

**NATURAL RESOURCE PARTNERS L.P.**

601 JEFFERSON STREET  
SUITE 3600  
HOUSTON, TEXAS 77002

**Kathryn Wilson**  
Vice President & General Counsel

Tel: [REDACTED]  
Fax: [REDACTED]

October 12, 2015

Omar S. Ashmawy  
Staff Director and Chief Counsel  
U.S. House of Representatives  
Office of Congressional Ethics  
425 3<sup>rd</sup> Street, SW  
Washington, DC 20024

Re: Request for Information to Natural Resource Partners L.P. (Review No. 15-6530)

Dear Mr. Ashmawy:

On behalf of Natural Resource Partners L.P. (“NRP”), set forth below are responses to your Request for Information (your “Request”) to Natural Resource Partners L.P. dated September 11, 2015. For ease of reference, I have included your numbered requests below and NRP’s responses with respect to each request.

*(1) Any documents related to the involvement of Representative Alan Grayson, Lolita Grayson, or anyone acting on their behalf, with NRP or any of its subsidiaries included, but not limited to, any Schedule K-1 documents or other tax filings for the period from January 1, 2009 to the present. This also includes any communications with Representative Grayson, Lolita Grayson, or anyone acting on their behalf.*

Response:

Enclosed herewith as Annex A are Schedule K-1s for Representative and Mrs. Grayson for the years ended December 31, 2013 and 2014. NRP does not possess any additional information responsive to this request.

*(2) A description of the number of and the role played by the limited partners of NRP, including voting rights held and any role in the operation of the partnership or its subsidiaries, for the period from January 1, 2009 to the present.*

Response:

As of February 23, 2015 (the date of NRP’s most recent broker survey), there were approximately 43,400 beneficial and registered holders of common units representing limited partner interests in NRP. The rights of NRP’s limited partners are governed by NRP’s Fourth Amended and Restated Agreement of Limited Partnership dated as of September 20, 2010, as amended by Amendment No. 1 thereto, dated as of March 6, 2012 (the “Partnership Agreement”). The Partnership Agreement is enclosed herewith as Annex B. Article III of the Partnership Agreement enumerates the rights of the limited partners and



provides that limited partners in their capacities as such shall not participate in the management or control of the Partnership. As a master limited partnership, NRP does not and is not required to hold annual meetings of its limited partners, and limited partners have limited voting rights. As of the date of this letter, NRP has never held a unitholder vote.

(3) *A copy of all agreements and contracts between NRP and the United States federal government, held, executed, requested or negotiated between January 1, 2009 and the present.*

Response:

Items responsive to this request (3) are provided pursuant to request (4) below.

(4) *A copy of all licenses, leases, grants, and permits, if any, awarded or granted to NRP by the United States federal government, including renewals, between January 1, 2009 and the present.*

Response:

The following information is provided in response to this request. Pursuant to my conversation with Mr. Scott Gast, I have provided listings of certain responsive items, rather than providing copies of those items. Except as listed below, NRP does not possess additional responsive items to this request.

(a) Attached as Annex C is a list of the U.S. federal oil and gas leases in which NRP's subsidiary, NRP Oil and Gas LLC owns an interest. The interests in these leases were acquired by NRP and Gas LLC from third party oil and gas companies in negotiated acquisitions during 2013 and 2014.

(b) Attached as Annex D are copies of U.S. federal licenses, permits and contracts awarded or transferred to VantaCore Partners LLC and its subsidiaries, including Laurel Aggregates, Southern Aggregates, Winn Materials and Winn Marine (collectively, "VantaCore"). NRP acquired VantaCore on October 1, 2014.

(c) Laurel Aggregates, one of VantaCore's subsidiaries, also has a radio license with the FCC (No. WQQE776, expiration 11/20/22).

(d) VantaCore's subsidiary McIntosh Construction Company LLC ("McIntosh") has performed work as a subcontractor at the Fort Campbell army base in Clarksville, Tennessee from time to time. McIntosh has not contracted directly with the base.

(e) Attached as Annex E is a copy of a U.S. post office lease agreement with NRP's subsidiary WPP LLC.

(5) *The OCE requests the opportunity to interview certain employees of NRP, later identified by the OCE at a mutually convenient time.*

Response:

NRP desires to be responsive to the reasonable requests of the OCE relating to its investigation. Please direct all future requests to my office.

\* \* \* \* \*

Sincerely,

Natural Resource Partners L.P.

By: NRP (GP) LP, its general partner

By: GP Natural Resource Partners LLC, its general partner

By: \_\_\_\_\_  
Kathryn Wilson  
Vice President, General Counsel & Secretary

cc: Mr. Scott Gast, Investigative Counsel

# **EXHIBIT 63**



# CERTIFICATE OF TRANSFER OF TITLE TO LEASED PROPERTY AND LEASE ASSIGNMENT AND ASSUMPTION

Facility Name/Location ETHEL - MAIN OFFICE (552634-003)  
2987 BLAIR MOUNTAIN HWY, ETHEL, WV 25076-9993

WHEREAS, Sheila White ("Grantor") and the UNITED STATES POSTAL SERVICE ("Postal Service") entered into a Lease dated NOV. 29, 1985 for space located at 2987 Blair Mountain Hwy, Ethel, WV 25076-998 ("premises") (attach legal description, if requested).

NOW THEREFORE, this is to certify that the above premises, having the name and location noted above, have been sold and transferred with all the rights, rents, and easements thereunto belonging or appertaining and that TITLE therefore passed to WPP LLC

[name(s) of person(s), company or corporation to whom title is transferred] hereinafter called "Grantee," by a good and sufficient deed dated Nov. 29, 1985, and that said Lease for the premises herein described has been duly assigned to Grantee and that all rents for the said premises which become due from and after the first day of the first month thereafter following the date of execution of this instrument shall be paid to the above named Grantee.

IN WITNESS WHEREOF, I have executed this Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption Agreement on the \_\_\_\_\_ day of \_\_\_\_\_

WITNESSES (Two witnesses are required)

Signature \_\_\_\_\_ Date 2/26/09

GRANTOR(S) Signature \_\_\_\_\_ Date 2-26-09

Signature \_\_\_\_\_ Date \_\_\_\_\_

\* Signature \_\_\_\_\_ Date \_\_\_\_\_

TITLE: \_\_\_\_\_  
(Managing Partner, Power of Attorney, etc.)

The undersigned as successor-lessor/Grantee, hereby confirms transfer of title to said premises, and assumes, approves, and adopts the above Lease effective \_\_\_\_\_ and agrees to be bound by, and undertakes to perform, each and every term, covenant, and condition contained in the Lease. The successor-lessor/Grantee further assumes all obligations and liabilities of all claims and demands against the prior lessor/Grantor under the Lease in all respects as if the successor-lessor/Grantee were the original party to the Lease. The successor-lessor/Grantee also agrees to be bound by all written settlements or other written resolutions of disputes between the Postal Service and the prior lessor/Grantor.

WITNESSES (Two witnesses are required) Signature \_\_\_\_\_ Date 7/23/09

GRANTEE Signature \_\_\_\_\_ Date 7/23/2009

Signature \_\_\_\_\_ Date 7/23/09

\* Signature \_\_\_\_\_ Date \_\_\_\_\_

TITLE: Executive VP of Operations  
(Managing Partner, Power of Attorney, etc.)

ADDRESS: PO Box 789  
Stollings, WV 25646

TAXPAYER ID: 20- [REDACTED]

PHONE: (304) [REDACTED] FAX: (304) [REDACTED]

EMAIL: [REDACTED]@wpplp.com

\* To be signed by all parties with legal ownership in the property being assigned. If document signed by one individual on behalf of multiple owners, legal documentation to be submitted with Assignment (i.e., Partnership Agreement, Power of Attorney, Articles of Incorporation, Enabling Resolution, etc.)

# **EXHIBIT 64**

	A	B	C	D	E	F	G	H	I	J
1	AGREEMENT TYPE	STATE	COUNTY	LESSOR/GRANTOR	TWNSHP	T DIR	RANGE	R DIR	SECTION	QQ CALL
2	BIA (INDIAN)	ND	MCKENZIE	Bureau of Indian Affairs-Allotment M818A	149	N	94	W	7	E2SW, SE
3	BIA (INDIAN)	ND	MCKENZIE	Bureau of Indian Affairs-Allotment M818A	149	N	94	W	7	E2SW, SE
4	BIA (INDIAN)	ND	MCKENZIE	Bureau of Indian Affairs-Allotment M823A	149	N	94	W	7	E2SW, SE
5	BIA (INDIAN)	ND	MCKENZIE	Bureau of Indian Affairs-Allotment M823A	149	N	94	W	7	E2SW, SE
6	BIA (INDIAN)	ND	MCKENZIE	The Heirs of Allotment #M1001A-A	149	N	94	W	16	NWNW
7	BIA (INDIAN)	ND	MCKENZIE	The Heirs of Allotment M859A-E	149	N	94	W	16	NWNW
8	BIA (INDIAN)	ND	MCKENZIE	The Heirs of Allotment M859A-A-D	149	N	94	W	16	NWNW
9	BIA (INDIAN)	ND	VARIES	Bureau of Indian Affairs-Allotment #M0742A	149	N	94	W	9	SE
10	BIA (INDIAN)	ND	VARIES	Bureau of Indian Affairs-Allotment #M743A	149	N	94	W	9	NW
11	BIA (INDIAN)	ND	VARIES	The Heirs of Allotment #M742A	149	N	94	W	9	SE
12	BIA (INDIAN)	ND	MCKENZIE	Bureau of Indian Affairs-Allotment #M0863A	149	N	94	W	10	N2
13	BIA (INDIAN)	ND	MCKENZIE	Bureau of Indian Affairs-Allotment #M0858A	149	N	94	W	10	S2
14	BIA (INDIAN)	ND	VARIES	Bureau of Indian Affairs-Allotment #M0861A-B	149	N	94	W	15	SE
15	BIA (INDIAN)	ND	VARIES	Bureau of Indian Affairs-Allotment M0861A-A	149	N	94	W	15	SWSW,N2SW
16	BIA (INDIAN)	ND	VARIES	Bureau of Indian Affairs-Allotment M861A-C	149	N	94	W	15	SESW
17	BIA (INDIAN)	ND	VARIES	Bureau of Indian Affairs-Allotment M861A-C	150	N	95	W	16	SESW
18	BIA (INDIAN)	ND	MCKENZIE	Heirs of Allotment 301M723A	149	N	94	W	17	N2
19	BIA (INDIAN)	ND	VARIES	Bureau of Indian Affairs-Allotment #M0890A	150	N	95	W	20	N2
20	BIA (INDIAN)	ND	MCKENZIE	Bureau of Indian Affairs-Allotment M801A-C	149	N	94	W	27 &34	NENW
21	BIA (INDIAN)	ND	MCKENZIE	The Heirs of Allotment # M1027A, et al	150	N	94	W	8	
22	BIA (INDIAN)	ND	MCKENZIE	The Heirs of Allotment #M977A, et al	150	N	94	W	17	W2
23	BIA (INDIAN)	ND	MCKENZIE	Bureau of Indian Affairs-Allotment #M1131A	150	N	94	W	19	E2NW
24	BIA (INDIAN)	ND	MCKENZIE	Bureau of Indian Affairs-Allotment M1616	150	N	94	W	19	N2NE
25	BIA (INDIAN)	ND	MCKENZIE	Bureau of Indian Affairs-Allotment M2259-A	150	N	94	W	19	E2SW,S2NE
26	BIA (INDIAN)	ND	MCKENZIE	Bureau of Indian Affairs-Allotment M2172A-A	150	N	94	W	17	SESE
27	BIA (INDIAN)	ND	MCKENZIE	Bureau of Indian Affairs-Allotment M2172A-B	150	N	94	W	17	NESE
28	BIA (INDIAN)	ND	MCKENZIE	Bureau of Indian Affairs-Allotment M2172A-C	150	N	94	W	17	SWSE
29	BIA (INDIAN)	ND	MCKENZIE	Bureau of Indian Affairs-Allotment M2172A-D	150	N	94	W	17	NWSE
30	BIA (INDIAN)	ND	MCKENZIE	Bureau of Indian Affairs-Allotment #M2173	150	N	94	W	20 & 29	S2S2,N2N2
31	BIA (INDIAN)	ND	MCKENZIE	The Heirs of Allotment #M1692, et al	150	N	94	W	20	N2SE
32	BIA (INDIAN)	ND	MCKENZIE	The Heirs of Allotment #M1694	150	N	94	W	20	N2NE
33	BIA (INDIAN)	ND	MCKENZIE	Heirs of Allotment to Tract 301M M1691	150	N	94	W	20	S2NE
34	BIA (INDIAN)	ND	MCKENZIE	Bureau of Indian Affairs-Allotment M1690	150	N	94	W	20	N2SW
35	BIA (INDIAN)	ND	MCKENZIE	Bureau of Indian Affairs-Allotment M1693	150	N	94	W	20 & 29	S2S2,N2N2
36	BIA (INDIAN)	ND	MCKENZIE	Bureau of Indian Affairs-Allotment M920	150	N	94	W	8,17,19,&20	ALL
37	BIA (INDIAN)	ND	MCKENZIE	The Heirs of Allotment MT679A	150	N	94	W	31	NENW
38	BIA (INDIAN)	ND	MCKENZIE	Bureau of Indian Affairs-Allotment M1777	150	N	94	W	31	NENW
39	BIA (INDIAN)	ND	MCKENZIE	The Heirs of Allotment #M1763 et al	150	N	94	W	16&21	NWNE
40	BIA (INDIAN)	ND	MCKENZIE	The Heirs of Allotment #M2058, et al	150	N	94	W	16&21	NWNE
41	BIA (INDIAN)	ND	MCKENZIE	The Heirs of Allotment #M1697, et al	150	N	94	W	16&21	NWNE
42	BIA (INDIAN)	ND	MCKENZIE	Heirs of Allotment #M529-A	151	N	94	W	5	S2NW, SW
43	BIA (INDIAN)	ND	MCKENZIE	Heirs of Allotment #M529-A	151	N	94	W	5	S2NW, SW
44	BIA (INDIAN)	ND	MCKENZIE	Heirs of Allotment #M529-A	151	N	94	W	5	S2NW, SW
45	BIA (INDIAN)	ND	VARIES	Bureau of Indian Affairs-Allotment M978A	152	N	95	W	6	S2NW, SW
46	BIA (INDIAN)	ND	VARIES	Bureau of Indian Affairs-Allotment M2059	153	N	96	W	7	S2NW, SW

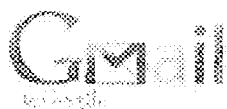
	K	L	M	N
1	<b>OPERATOR</b>	<b>WELL</b>	<b>API</b>	<b>Signed JOA</b>
2	EOG	MANDAREE 12-07H	33-053-03164	y
3	EOG	MANDAREE 12-07H	33-053-03164	y
4	EOG	MANDAREE 12-07H	33-053-03164	y
5	EOG	MANDAREE 12-07H	33-053-03164	y
6	EOG	MANDAREE 5-16H B1	3305303124	y
7	EOG	MANDAREE 5-16H B1	3305303124	y
8	EOG	MANDAREE 5-16H B1	3305303124	y
9	EOG	MANDAREE 2-09H	33-053-03148	y
10	EOG	MANDAREE 2-09H	33-053-03148	y
11	EOG	MANDAREE 2-09H	33-053-03148	y
12	EOG	MANDAREE 1-10H	33-053-03082	y
13	EOG	MANDAREE 1-10H	33-053-03082	y
14	EOG	MANDAREE 4-15H	3305303114	y
15	EOG	MANDAREE 4-15H	3305303114	y
16	EOG	MANDAREE 4-15H	3305303114	y
17	EOG	MANDAREE 4-15H	3305303114	y
18	EOG	Mandaree 7-17H	3305303098	y
19	EOG	Mandaree 6-20H & Mandaree 101-20H	3305303142, 3305303722	y
20	<b>WPX ENERGY</b>	WOLF 27-34H (B1)	33-053-03367	y
21				
22	EOG	BEAR DEN 7-17H	33-053-03186	y
23	EOG	BEAR DEN 7-17H	33-053-03186	y
24	EOG	BEAR DEN 7-17H	33-053-03186	y
25	EOG	BEAR DEN 7-17H	33-053-03186	y
26	EOG	BEAR DEN 20-1708H	3305304174	y
27	EOG	BEAR DEN 20-1708H	3305304174	y
28	EOG	BEAR DEN 20-1708H	3305304174	y
29	EOG	BEAR DEN 20-1708H	3305304174	y
30	EOG	BEAR DEN 7-17H	33-053-03186	y
31	EOG	BEAR DEN 04 20H	3305303184	y
32	EOG	BEAR DEN 04 20H	3305303184	y
33	EOG	BEAR DEN 04 20H	3305303184	y
34	EOG	BEAR DEN 23-2019H	3305304170	y
35	EOG	BEAR DEN 7-17H	33-053-03186	y
36	EOG	BEAR DEN UNIT		
37	EOG	BEAR DEN 5-31H	3305303221	y
38	EOG	BEAR DEN 5-31H	3305303221	y
39	EOG	BEAR DEN 19-2116H	3305303523	n
40	EOG	BEAR DEN 19-2116H	3305303523	n
41	EOG	BEAR DEN 19-2116H	3305303523	n
42	EOG	Clarke Creek 100-0805H	33-053-04014	y
43	EOG	CLARKS CREEK 10-0805H	33-053-03514	y
44	EOG	CLARKS CREEK 15-0805H	33-053-03514	y
45	EOG	CLARKS CREEK 15-0805H	33-053-03514	y
46	EOG	CLARKS CREEK 15-0805H	33-053-03514	y

	A	B	C	D	E	F	G	H	I	J
1	AGREEMENT TYPE	STATE	COUNTY	LESSOR/GRANTOR	TWNSHP	T DIR	RANGE	R DIR	SECTION	QQ CALL
47	BIA (INDIAN)	ND	MCKENZIE	Bureau of Indian Affairs-THE Heirs of Allotment M666A	150	N	94	W	34	S2N2NW
48	BIA (INDIAN)	ND	MCKENZIE	Bureau of Indian Affairs-THE Heirs of Allotment M666A-C	150	N	94	W	34	S2S2NW
49	BIA (INDIAN)	ND	MCKENZIE	Bureau of Indian Affairs-THE Heirs of Allotment M666A-D	150	N	94	W	34	S2N2SW, S2SW
50	BIA (INDIAN)	ND	MCKENZIE	Bureau of Indian Affairs-THE Heirs of Allotment M666A-E	150	N	94	W	34	N2N2NW
51	BIA (INDIAN)	ND	MCKENZIE	THREE AFFILIATED TRIBES - MT707A-A	149	N	94	W	4	SESE
52	BIA (INDIAN)	ND	MCKENZIE	THREE AFFILIATED TRIBES - MT707A-A	149	N	94	W	4	SESE, NENE
53	BIA (INDIAN)	ND	MCKENZIE	Bureau of Indian Affairs-THE Heirs of Allotment #697A	149	N	94	W	11 & 14	SESW
54	BIA (INDIAN)	ND	MCKENZIE	Bureau of Indian Affairs-THE Heirs of Allotment #697A-A	149	N	94	W	11 & 14	SESW
55	BIA (INDIAN)	ND	MCKENZIE	Bureau of Indian Affairs-THE Heirs of Allotment #697A-B	149	N	94	W	11 & 14	SESW
56	BIA (INDIAN)	ND	MCKENZIE	Bureau of Indian Affairs-THE Heirs of Allotment #697A-C	149	N	94	W	11 & 14	SESW
57	BIA (INDIAN)	ND	MCKENZIE	Bureau of Indian Affairs-THE Heirs of Allotment #697A-D	149	N	94	W	11 & 14	SESW
58	BIA (INDIAN)	ND	MCKENZIE	Bureau of Indian Affairs-THE Heirs of Allotment #697A-E	149	N	94	W	11 & 14	SESW
59	BIA (INDIAN)	ND	MCKENZIE	Bureau of Indian Affairs-THE Heirs of Allotment #697A-F	149	N	94	W	11 & 14	SESW
60	BIA (INDIAN)	ND	MCKENZIE	Bureau of Indian Affairs-THE Heirs of Allotment #697A-G	149	N	94	W	11 & 14	SESW
61	BIA (INDIAN)	ND	MCKENZIE	Bureau of Indian Affairs-THE Heirs of Allotment #697A-H	149	N	94	W	11 & 14	SESW
62	BIA (INDIAN)	ND	MCKENZIE	Bureau of Indian Affairs-THE Heirs of Allotment #697A-I	149	N	94	W	11 & 14	SESW
63	FEDERAL	ND	WILLIAMS	USA NDM-19485	156	N	102	W	14	NWSE
64	FEDERAL	ND	DIVIDE	AGRIBANK FCB 14676	161	N	99	W	25	SE/4
65	FEDERAL	ND	BURKE	AGRIBANK FCB	162	N	90	W	24	NW
66	FEDERAL	ND	MCKENZIE	USA NDM-32769	149	N	103	W	5	SE/4NE/4, SE/4
67	FEDERAL	ND	MCKENZIE	USA NDM 83328 (ACQ)	149	N	103	W	5	
68	FEDERAL	ND	MCKENZIE	USA NDM 84824	149	N	103	W	5	SWNE
69	FEDERAL	ND	DUNN	USA M-40533 (ND)	147	N	97	W	18	E2E2
70	FEDERAL	ND	DUNN	USA M-40533 (ND)	147	N	97	W	18	E2E2
71	FEDERAL	ND	DUNN	USA M-40533 (ND)	147	N	97	W	18	E2E2
72	FEDERAL	ND	DUNN	USA M-40533 (ND)	147	N	97	W	18	E2E2
73	FEDERAL	ND	DUNN	USA M-18948(ND)	147	N	97	W	18	NENW
74	FEDERAL	ND	DUNN	USA M-18948(ND)	147	N	97	W	18	NENW
75	FEDERAL	ND	MCKENZIE	USA M-32460(ND)	147	N	98	W	24	NE
76	FEDERAL	ND	WILLIAMS	FEDERAL LAND BANK #148	157	N	96	W	32	E/2 SW/4
77	FEDERAL	ND	WILLIAMS	FEDERAL LAND BANK #148	157	N	96	W	32	E/2 SW/4
78	FEDERAL	ND	DIVIDE	AGRIBANK FCB 13678	161	N	95	W	4	SW
79	FEDERAL	MT	RICHLAND	USA M-070411	26	N	58	E	22	S/2 SE/4
80	FEDERAL	MT	RICHLAND	USA M-070411	26	N	58	E	22	S/2 SE/4
81	FEDERAL	MT	SHERIDAN	BIA 14-20-0256-7373	33	N	55	E	24	
82	FEDERAL	ND	DUNN	AgriBank, FCB 17779	145	N	94	W	18	E2NW
83	FEDERAL	ND	DUNN	AgriBank, FCB 17851	146	N	95	W	35	S2
84	FEDERAL	ND	VARIES	AgriBank, FCB 18014						
85	FEDERAL	ND	VARIES	AgriBank, FCB 18015						
86	FEDERAL	ND	VARIES	AgriBank, FCB 18017						



	K	L	M	N
1	<b>OPERATOR</b>	<b>WELL</b>	<b>API</b>	<b>Signed JOA</b>
47	WPX ENERGY	KYW 27-34H (B1)	380538050011	y
48	WPX ENERGY	KYW 27-34H (B1)	380538050011	y
49	WPX ENERGY	KYW 27-34H (B1)	380538050011	y
50	WPX ENERGY	KYW 27-34H (B1)	380538050011	y
51	EOG	MANDAREE 16-04H	3305303534	y
52	EOG	MANDAREE 09-04H (TF1)	33-053-03238	y
53	WPX ENERGY	MANDAREE WARRIOR 14-11H	3305303437	n
54	WPX ENERGY	MANDAREE WARRIOR 14-11H	3305303437	n
55	WPX ENERGY	MANDAREE WARRIOR 14-11H	3305303437	n
56	WPX ENERGY	MANDAREE WARRIOR 14-11H	3305303437	n
57	WPX ENERGY	MANDAREE WARRIOR 14-11H	3305303437	n
58	WPX ENERGY	MANDAREE WARRIOR 14-11H	3305303437	n
59	WPX ENERGY	MANDAREE WARRIOR 14-11H	3305303437	n
60	WPX ENERGY	MANDAREE WARRIOR 14-11H	3305303437	n
61	WPX ENERGY	MANDAREE WARRIOR 14-11H	3305303437	n
62	WPX ENERGY	MANDAREE WARRIOR 14-11H	3305303437	n
63	OASIS PETROLEUM	Berkner Federal 5802 43-11H	3310502171	n
64	NEWFIELD PRODUCTION	PLUMER-LUNDQUIST	3302300439	n
65				
66				
67				
68				
69	CITATION O&G CO	Carus Unit A 1	3302500247	y
70	CITATION O&G CO	Bob Creek Federal 4-19-1D-R	3302500468	y
71	CITATION O&G CO	Carus Unit A 1	3302500247	y
72	CITATION O&G CO	Bob Creek Federal 4-19-1D-R	3302500468	y
73	CITATION O&G CO	Carus Unit A 1	3302500247	y
74	CITATION O&G CO	Bob Creek Federal 4-19-1D-R	3302500468	y
75	CITATION O&G CO	Bob Creek Federal 4-19-1D-R	3302500468	y
76	HESS BAKKEN	GO-TONG TRUST A-157-96- 2932H-13310502475	3310502475	n
77	PETROHUNT LLC	Temple Prospect 32-5	3310500862	y
78	CONTINENTAL	TANBERG 1-4H	3302300549	y
79	OASIS PETROLEUM	DIANNE FEDERAL 2658 42-22H	2508323045	y
80	OASIS PETROLEUM	SALSBURY 1-22A	2508321593	n
81	CITATION O&G CO	CONNOLLE TRUST 2	2509121631	y
82	BURLINGTON RESOURCES	LINCOLN HILLS 41-18H	3302500904	n
83	MARATHON OIL	WARDNER 24-35H	3302500791	y
84				
85				
86				

# **EXHIBIT 65**



Ken Scudder <[REDACTED]>

**Fwd: MEDIA REQUEST: Rep Grayson on HuffPost Live**

1 message

David Damron <[REDACTED]> Wed, Jul 8, 2015 at 1:59 PM  
To: Kevin Franck <[REDACTED]>, Ken Scudder <[REDACTED]>

This could be worth some studio time

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

From: "Damron, David" <[REDACTED]>  
Date: Jul 8, 2015 1:56 PM  
Subject: Fwd: MEDIA REQUEST: Rep Grayson on HuffPost Live  
To: "David Damron" <[REDACTED]>  
Cc:

Sent from my iPhone

Begin forwarded message:

From: Basel Hamdan <[REDACTED]>  
Date: July 8, 2015 at 12:36:10 PM EDT  
To: "David Damron (Rep. Grayson)" <[REDACTED]>  
Cc: Diane Jearly <[REDACTED]>  
Subject: MEDIA REQUEST: Rep Grayson on HuffPost Live

Hi David,

Can he join us on HuffPost Live tomorrow after the big announcement??

---  
Basel Hamdan  
News Director, HuffPost Live  
Twitter: [REDACTED]  
Mobile: [REDACTED]

# **EXHIBIT 66**

**Interview of Representative Grayson's Communications Director  
October 15, 2015**

Ms. Eisner: Okay. All right. This is October 15, 2015. This is OCE review 15-6530. Speaking is Ms. Eisner from the Office of Congressional Ethics joined by my colleague, Mr. Solis. We are joined by Representative Grayson's Communications Director (the "Witness"), his attorneys Brett Kappel and Ildefonso Mas.

We have given the Witness a copy of the False Statements Act. He has signed our acknowledgement form. We have let him know that we will be recording this interview and with that, we will go ahead and get started.

What is your current position?

Witness: Communications Director for Congressman Alan Grayson.

Ms. Eisner: How long have you held that position?

Witness: Since mid-May.

Ms. Eisner: Mid May. Who do you report to?

Witness: Julie Tagen, the Chief of Staff.

Ms. Eisner: What are your responsibilities as Communications Director?

Witness: To be the contact with the media. To send out press releases. To arrange interviews and to handle media inquiries.

Ms. Eisner: Okay. Do you supervise anyone in that position?

Witness: The press secretary, yes.

Ms. Eisner: Who is that?

Witness: That's David Damron.

Ms. Eisner: How do you spell the last name?

Witness: D-A-M-R-O-N.

Ms. Eisner: Okay and where did you work prior to working in Congressman Grayson's office?

Witness: I was the Communications Director for Congressman Mike Honda.

Ms. Eisner: What role do you play for the Grayson for Senate Campaign?

Witness: I do not have a role with the Grayson for Senate Campaign.

Ms. Eisner: How often do you communicate with employees of the campaign?

Witness: I talk with them in the morning.

Ms. Eisner: Which employees?

Witness: With the communications director of the campaign and the campaign manager.

Ms. Eisner: Okay and what are their names?

Witness: It's Kevin, the communications guy is Kevin Franck and the campaign manager is Doug Dodson.

Ms. Eisner: Okay and that's a morning...a weekly...every single day you talk to them on the phone first thing in the morning?

Witness: Weekdays. Yes.

Ms. Eisner: All right. Where is the campaign located? The headquarters for this campaign?

Witness: I don't know.

Ms. Eisner: You don't know?

Witness: I don't know.

Ms. Eisner: Okay. Do they have an office?

Witness: I don't know.

Mr. Solis: Where are you calling them when you are talking to them on the phone?

Witness: It's an 800...it's a conference call number.

Ms. Eisner: Does anyone ever say, "I'm here...I'm in this state," or, "I'm in this location?"

Witness: They have said...I know Doug has said he's in Florida. I know that Kevin is usually based in Boston.

Ms. Eisner: Okay. Is there a Washington office? Any type of office that you know of in Washington?

Witness: I don't know of one.

Mr. Solis: Does he ever say where in Florida he is?

Witness: Yeah, I think he's said he's in Orlando. I think.

Ms. Eisner: Moving on to some of your responsibilities.

Witness: Okay.

Ms. Eisner: As Communications Director.

Witness: Sure.

Ms. Eisner: What's the process when the congressional office receives a press request to conduct an interview with the Congressman?

Witness: I review it. I either discuss it with . . . excuse me, with the chief of staff, Julie, or I just immediately go to the Congressman and say...and give him a recommendation on whether or not to do it and see if he wants to do it.

Ms. Eisner: Who has ultimate approval authority over whether or not to do such an interview?

Witness: The Congressman.

Ms. Eisner: Okay. Do the requests always come to you or do they come to the other individual you mentioned? The press secretary?

Witness: They come to him as well because he, yep, he had this job before so a lot of people have his contact.

Ms. Eisner: Then, in the situation that you determine that we're going to go for it and do this interview; how are the logistics for an interview determined?

Witness: Well that depends where the Congressman is going to be at the time. Sometimes he arranges it himself but it's usually a matter of...if it's a like radio or print interview where it's going to be done by phone we just make sure he has the phone number to call. If it's going to be broadcast we decide if it's going to be done at the Rotunda down the hall where they

have cameras or are we going to do it at the studio or another offsite location.

Ms. Eisner: Okay and how often does the office conduct these types of video or telephonic interviews?

Witness: Can't say there's a steady...like there's two a day or something...it depends on what's going on. When we had...like today...having gotten one the last couple days, we have requests. You know, a few times a week, I would say.

Ms. Eisner: A few times a week?

Witness: Yes.

Ms. Eisner: Okay. Kind of stepping back from that, you know, you have these daily calls with the campaign committee, what's the process when the campaign committee gets an interview request?

Witness: I can't speak to exactly how they handle it so I don't know.

Ms. Eisner: Do you have any knowledge that you can share with us about their process when dealing with an interview request?

Witness: Not really. No.

Ms. Eisner: Do you know who has responsibility for approving campaign interview requests?

Witness: No, I don't. I'm sorry.

Ms. Eisner: Who do you think at the campaign would have responsibility?

Witness: I would hate to hazard a guess. I would say the requests mostly go into the communications guy then what happens there. I just...I'm not involved so I don't know.

Ms. Eisner: Then the communications guy; you mean Kevin, that would be...

Witness: Yeah.

Mr. Solis: What do you talk about on your morning calls with them?

Witness: What they are going to be talking about with the media and what we are going to talk about with the media. What's coming up so we know what's happening.



Mr. Solis: Okay. Do they ever share with you requests that they get to do interviews and the process that they are going to use to conduct those interviews?

Witness: Yes, to the first half of that. I can't think of a specific on the second.

Ms. Eisner: If, you know, during one of those calls, it's mentioned that an interview has to take place, in Washington D.C. during a time when Congress is in session, what's the process there? Do you have to coordinate schedules like you said, locations? How does that work when the Congressman is in Washington and there is an interview request?

Witness: To?

Ms. Eisner: To the campaign.

Witness: About a campaign issue?

Ms. Eisner: Just a general interview request to the campaign.

Witness: Schedules coordinate...you know, whoever knows where the Congressman is going to be, going to be at that time, looks to set that up. If it's on the campaign side, I really don't know what happens after that. We just say, oh no, he's in D.C. not really sure what happens after that.

Ms. Eisner: Okay. Who is the scheduler? Who would know, you know, where he was going to be most of the time?

Witness: Carla Coleman.

Ms. Eisner: Rep. Grayson Congressional Office Manager and Business Director.

Witness: Is the scheduler but we also know, hey he's in session today in DC, for example.

Ms. Eisner: I'm going to talk to you about this July 9th interview, Huffington Post Live titled, Representative Grayson Announces Senate Bid. When did you first hear about that interview?

Witness: I believe that morning. Could've been the day before.

Ms. Eisner: Okay. What I want to do is start to show you some documents.

Witness: Sure.

Ms. Eisner: And we have, I have four copies, I'm sorry, I didn't know that you were going to be here so hopefully everyone can share.

What we do is we read the bates number for the record so everyone understand what we are looking at. This is THAG0083, here's your copy and here you go Brett.

Okay, give you a chance to look at it.

Witness: Okay.

Ms. Eisner: We've talked about David Damron, we've talked about Kevin Franck, these individuals. Why were you forwarded this request regarding a particular interview?

Witness: I don't know that I would know why he sent it to me outside of scheduling questions.

Ms. Eisner: Okay.

Witness: But, I don't know.

Ms. Eisner: The interview request, it says, well let me read it to you directly. It says, "can he join us on Huff Post Live tomorrow after the big announcement?" What does that mean?

Witness: You're asking me to speculate on what Basel meant by that?

Ms. Eisner: Yes, what does it mean to say after the big announcement?

Witness: I, if I had to guess, it would be his announcement on whether or not he was running but that's...I didn't write it, so I don't know.

Ms. Eisner: Does that...does the timing of this...this was an email from July 8, 2015, does that clarify the type of announcement?

Witness: It makes it more likely.

Ms. Eisner: So David Damron responds towards the top of this document and says, "this could be worth some studio time." What does studio time mean?

Witness: They had arranged, I believe the campaign had arranged, for a satellite studio that morning.

Ms. Eisner: Can you explain that to us a little bit? What is satellite studio?

Witness: Basically that is when you have a professional studio. There is a satellite uplink so you do an interview there and people can get it elsewhere.

Ms. Eisner: And is that studio, is it an offsite studio?

Witness: In this case it was offsite, yes.

Ms. Eisner: What studio was that? Do you know the name of the studio?

Witness: No, I don't remember it. It was in northwest. That's all I remember.

Ms. Eisner: Okay so this request comes in, and you say, I'm sorry...David Damron says this could be worth some studio time. What conversations did you have about the logistics of this interview and coordinating this interview?

Witness: This specific interview?

Ms. Eisner: Yes.

Witness: I don't remember any right now. I'm sorry.

Ms. Eisner: Okay. Do you remember any conversations with David Damron? Any discussion of the studio time?

Witness: No, the studio time was handled by the campaign.

Ms. Eisner: It was handled by the campaign but you were included in this email and this was from David Damron who works for ... is the press secretary.

Witness: Yes.

Ms. Eisner: When there's an individual who works for the congressman's office suggesting studio time would he have been involved in coordinating the studio time?

Witness: I don't believe so, no, that's why he was letting the campaign here know. Pretty much.

Ms. Eisner: What was your role, perhaps not in studio time, but in preparing for this interview?

Witness: I'm trying to think. Can you be more specific by what you mean my role?

Ms. Eisner: You're Communications Director.

Witness: Right.

Ms. Eisner: You told us earlier that when requests for interviews come in, either you or David likely consider the interview, consider the request, perhaps go to Julie, perhaps go to the Congressman.

Witness: To clarify.

Ms. Eisner: Tell us about the process.

Witness: To clarify, if it's an interview about his campaign or about campaign issues then we alert the requester to talk to Kevin Franck and I will also let Kevin Franck know, hey, be on the lookout for someone from this contact.

Ms. Eisner: Okay and in this case?

Witness: In this case that is...I didn't have the request. David Damron got the request so this is him, this is his email to the campaign.

Ms. Eisner: Okay so this is his email to the campaign so the campaign could take over the coordinating the logistics.

Witness: That's my understanding, yes.

Ms. Eisner: All right do you remember any conversations with the campaign during those daily meetings about this interview?

Witness: Not off hand, sorry.

Ms. Eisner: Not off hand?

Witness: Not right now. No, I don't remember.

Ms. Eisner: Okay. Do you think that this request would have come up? I guess this came in July 8, 2015. Your phone call on July 9th?

Witness: I imagine not. Well, we wouldn't have...I'm not even sure when those phones calls started...I'm not sure they were...they had started before he made his announcement. I don't believe they did, I think they started sometime after that so there was not...I don't believe there was an AM phone call on these dates and I can tell you there wasn't. There would have not been on the ninth because these interviews that he did at the offsite location started, I believe, at seven in the morning.

Ms. Eisner: This interview request from the email chain, you see it says after the big announcement, I'm just trying to understand when the phone conversations would have started. Do you think on this date, July 8th, the phone conversations in the morning had not started?

Witness: Yeah. I don't believe so.

Ms. Eisner: Okay. Do you remember any of the conversations with the campaign about where the interview should occur?

Witness: Yes.

Ms. Eisner: Can you tell us about those conversations?

Witness: They... specifically this one interview?

Ms. Eisner: Yes, this specific interview.

Witness: There were discussions of location, whether he would do it offsite or where he would be and logistics and that's what I remember. Nothing too specific right now, unfortunately.

Ms. Eisner: Okay. Can you tell us about the discussions about location?

Witness: Originally they had thought he was going to be in Orlando on this date and were arranging a location in Orlando for any and all interviews. When they realized he was not going to be in Orlando that day then there were discussions about where he would be and when.

Ms. Eisner: When you say they, just so I understand...

Witness: The campaign.

Ms. Eisner: The campaign.

Witness: Kevin and Doug.

Ms. Eisner: And when it was discovered that he would not be in Orlando, what conversations did you have?

Witness: Would have been about finding another studio, and finding a studio in Washington DC for the morning interviews and then what other requests there would be and where they would be reaching out.

Ms. Eisner: Okay, tell us about that process?

Witness: I'm trying to remember ... I don't remember how they found... I don't even know ... I don't think I was involved in the conversation for finding the studio. And in terms of this specific interview, I really think the conversation was, where he was going to be and what's the schedule? What time's the vote going to be?

Ms. Eisner: Okay. So ...

Witness: That's what I remember

Ms. Eisner: So you don't remember if you were in the conversation about the studio for this particular interview. Do you know who would have been involved in that conversation?

Witness: I don't.

Ms. Eisner: Okay. Let's move on, I want to show you another document here, which is THAG00084. Again, I will give you a second, to take a look at that.

Witness: Excuse me. Okay.

Ms. Eisner: Okay, so just looking towards the bottom of the document, an email with Basel Hamdan from Huffington Post, discusses, and this is on July 8th 2015, which I believe is the day before the interview, "sending webcam instructions." And then later the next morning, Kevin Franck from the campaign, emails you and says "can you touch base with these folks to do some computer check that they want." It seems that the day before the interview, it was contemplated that there would be a webcam approach to this interview. Do you remember that? Do you remember discussions about coordinating webcam?

Witness: Not the day before. I remember this email.

Ms. Eisner: Okay.

Witness: But I don't remember anything from the day before, specifically.

Ms. Eisner: So further up, when Kevin asked you to touch base with these folks to do the computer check, what is that process?

Witness: This was an interview that was going to be done on Skype and so just making sure that the computer and the Huffington Post were connected.

Ms. Eisner: Okay.

Witness: And making sure it was running.

Ms. Eisner: So that week, you were aware that there was going to be a Skype interview not an interview in the studio?

Witness: Yes.

Ms. Eisner: And do you remember, at what point you became aware of that?

Witness: I don't know.

Ms. Eisner: Okay. This type of computer check, setting up Skype, is that something that you've done before?

Witness: I've done it before for Congressman Honda. I don't know if this is the first time I did it for Congressman Grayson or not. I think it was. First time for Grayson but I've done it for Honda. It's standard.

Ms. Eisner: What do you remember about the computer chat in this specific instance for this July 9th interview?

Witness: Nothing really out of the ordinary, just we got it to work.

Ms. Eisner: Where did it occur?

Witness: The computer check?

Ms. Eisner: Yes.

Witness: I believe it was in his office.

Ms. Eisner: Okay.

Mr. Solis: It says, "computer check they want." Do you know who they is?

Witness: I took that to mean that was Huffington Post Live, HuffPo Live.

Mr. Solis: Helen asked you about the transition between the studio, discussion about a studio in DC versus then the ultimate decision to do a web-based interview on the computer. How did that decision get made?

Witness: I don't know. I don't believe I was part of that discussion.

Mr. Solis: Do you know if ... Independently, do you know if the studios were booked or if there was a problem with getting him into one of the studios?

Witness: The studio time was earlier than ... What time was this? The studio time was booked for earlier than 10:40 in the morning. It was an early morning session of the studio.

Mr. Solis: So it was a matter of not being able to get into a studio?

Witness: I don't know.

Ms. Eisner: Were there alternative studios, any other options that you used in the past besides this studio, that was booked?

Witness: No, actually that was the first time I used ... everything that I've done previously for Congressman Grayson, for others were on the campus. The Capitol.

Ms. Eisner: Okay, So getting back to the computer check this ... what was this computer ... the computer that you used to chat and make sure the Skype interview would work?

Witness: I believe we used, the Congressman's computer. His laptop. Laptop, yes.

Ms. Eisner: Okay, and why did you use that computer?

Witness: Because that was the one he was going to do the interview on, so I wanted to make sure the computer was working as well as the connection.

Ms. Eisner: How did you know that was the computer that he was going to do the interview on?

Witness: That was the one he is constantly using.

Ms. Eisner: Oh, so that's the Congressman's computer.

Mr. Solis: Is it his personal computer?

Witness: It's the one I've seen him on. I don't ... this is the one I have seen him use.

Mr. Solis: Okay. Do you know then, independent of whether or not you've seen him use it. Do you know if it's his personal computer?

Witness: I was assuming, but I don't know.

Mr. Solis: Why would you make that assumption?

Witness: Because he's the one constantly using it.

Ms. Eisner: Are there other computers in the office that could've been used?

Witness: Not in this office, no.

Ms. Eisner: Are there other laptops in the office?

Witness: I bring my laptop to the office but I don't know about everybody else.



Ms. Eisner: You don't know if anyone else brings laptops ...

Witness: I think folks ... I don't know ... I can't say for sure.

Ms. Eisner: Okay. Were there other computers...? The computer that you did the computer check on, is that the only computer in the Congressman's office? Does he have any other computers in that office?

Witness: I believe it's the only one. No it's a printer. No I think it's only one. I think so.

Ms. Eisner: So, when you did this check, was the computer already setup? It was working ...

Witness: It was turned on, yeah. It was fired up.

Ms. Eisner: Okay, so you just went on and what did you do as a part of the check?

Witness: As I recall, I attempted to connect with the Huff Post Live tech folks to make sure that we were getting a connection. I think that's it. Just made sure that our end and their ends were talking to each other and we ... They could hear us and see us.

Ms. Eisner: Okay, as you were preparing to put together the computer, what concerns were raised about this interview?

Witness: By whom?

Ms. Eisner: Any concerns.

Witness: Don't really recall any offhand.

Ms. Eisner: What concerns about the location of the interview?

Witness: I don't remember anything being discussed.

Ms. Eisner: Okay.

Mr. Solis: While you were setting up this computer, was Representative Grayson near you or in the office?

Witness: I don't remember, I'm sorry.

Mr. Solis: Okay.

Witness: I ... I'm sorry, I don't remember.

Ms. Eisner: Besides working on the computer, what else did you do to set up the interview? Anything else besides testing Skype?

Witness: Nothing that I remember.

Ms. Eisner: Okay, I want to show you THAG00059, and just so you know, at the end we'll take those back.

Witness: Okay.

Ms. Eisner: But you can hang on to them for now. Make sure you want to keep those.

Witness: Oh yeah, I've been making notes around them.

Ms. Eisner: Okay, I'll give you a second to look at this. I actually think it is THAG0059 through 60, but we'll focus on 59.

Witness: Okay.

Ms. Eisner: Towards the top there, there is an email that you sent to Julie Tegen, Representative Grayson, David Bagby, you say "We did move the flags around in the office around, to be in the shot." Can you tell us about that?

Witness: When we were setting up, because of lighting, we didn't have the Congressman sitting behind his desk, we turned him around the other way. To make the picture look prettier we moved the American flag and the Florida flag to be in the shot.

Ms. Eisner: Okay, did you move anything else?

Witness: Not that I remember, no. The chair for him to sit in, but that's all

Ms. Eisner: So, just visually then just give me a sense of how you setup the computers so it was facing this chair, with flags in the background, this was in his office?

Witness: Yes.

Ms. Eisner: Okay. So you've setup the flags, the computer works, did you have any conversations with the Congressman about the content of the interview?

Witness: No.

Ms. Eisner: Did you or David Damron have conversations with the Huff Post interviewer about the types of questions that would be asked?

Witness: No.

Ms. Eisner: Is that typical?

Witness: If it were an official interview or a congressional interview then I would talk to them about questions like that. Not in this case, no.

Ms. Eisner: Did the campaign have that conversation?

Witness: I don't know.

Ms. Eisner: There was, it seemed like there was some communication back and forth with Kevin. Any communication about what the Huff Post interviewer was interested in asking about?

Witness: Not that I remember.

Ms. Eisner: Okay, were you present for the interview when it occurred?

Witness: I don't believe so, no. I believe I left the room.

Mr. Solis: You just mentioned that if this was an official interview, so did you consider this not an official interview?

Witness: Yes.

Mr. Solis: Yes you did...

Witness: Yes, I did not.

Ms. Eisner: Was anyone present for the interview, besides the Congressman?

Witness: I don't know. I left the room, so I don't know.

Ms. Eisner: How do these interviews usually occur? Is there usually a staffer or someone else in the room?

Witness: When I setup an interview, I will be in the room. If it's taking place when I'm there or if I'm with him down in Florida and if it's in Florida David Damron is available, especially for broadcast, we will usually be there.

Ms. Eisner: Were any staffers, any campaign staffers in the room?

Witness: At the time of the interview?

Ms. Eisner: Yes.

Witness: I think Kevin Franck was in the room.

Ms. Eisner: Okay, so he was in the office that day?

Witness: I think so.

Mr. Solis: Why did you leave the room?

Witness: I had things to do back at my desk, it was not my interview.

Ms. Eisner: Did Kevin Franck, that morning prior to the interview, did he play any role in preparing for the interview? Setting up the space?

Witness: What do you mean by setting up the space?

Ms. Eisner: You were moving flags around...

Witness: He moved one of the flags.

Ms. Eisner: He moved one of the flags. Ok, we'll give him credit for moving one of the flags. Did you see him having conversations with the Congressman about the interview?

Witness: I don't remember.

Ms. Eisner: Okay, what conversations did you have with Representative Grayson immediately after the interview?

Witness: Immediately after the interview? I don't think we had one, he was very busy that day and we had a lot of votes. So I think he ... Wanted to do other things. But I don't recall it.

Ms. Eisner: What about with Kevin Franck? Anyone from the campaign, about the interview immediately after it occurred?

Witness: After it occurred? I don't recall. I remember real quick "how did it go?" and "fine," but I don't remember what immediately happened after that time.

Ms. Eisner: Were any concerns raised about the interview, at that point, immediately after it occurred?

Witness: Not that I recall.

Ms. Eisner: Do you remember yourself having any concerns?

Witness: Regarding what exactly?

Ms. Eisner: General concerns in your role as communications director about this interview. Or specific concerns.

Mr. Solis: Well if I may...

Witness: Please.

Mr. Solis: This email here that Helen just pointed out the 00059 and 60, I think you're responding, you're raising some potential issues that could be potentially discussed by the media and you give an explanation here and reasons why the interview was conducted where and when. So, I think based on that, and that email you sent, were any of those...

Brett Kappel: I would point out that this email is dated the following day, Friday July the 10th, the day after the interview.

Mr. Solis: Right, so my question is, based on the email you sent the next day were any of the concerns you expressed here or the discussion that you have in this email here, were any of those issues discussed on the day of the interview? Before.

Witness: Not that I remember, no.

Ms. Eisner: Well, let's move on then to THAG0006 through 7. I'll give you some more paper here.

Witness: Any chance I can get some more water?

Ms. Eisner: Yeah we can do that. Give you a moment to

Witness: Oh, thank you.

Ms. Eisner: We'll wait for Paul to return to before we go back into the questioning.

Witness: Okay.

Ildefonso Mas: Helen, I hope you don't mind me asking this, you guys use a different Bates convention, numbering convention...

Ms. Eisner: It's just our system.

Ildefonso Mas: Okay.

Ms. Eisner: We appreciate that you put the Bates numbers down. Just, it's a processing component.

Witness: Thank you very much.

Ildefonso Mas: Okay.

Ms. Eisner: Okay. Paul, we moved on to 0006 through 0007. So it seems, as Brett mentioned on July 10th, you were forwarded a communication from a Fox News reporter.

Witness: Mm-hmm (affirmative)

Ms. Eisner: I believe that's on page 7 here, and raising some concerns about this interview with Huffington Post. What were the concerns that were raised at that time?

Witness: I'm sorry, I need to read this. One second. Give me one second.

Mr. Solis: Sure.

Witness: Okay, yeah. I'm sorry, what was your question?

Ms. Eisner: So these concerns were brought to your attention.

Witness: Mm-hmm (affirmative)

Ms. Eisner: What were the concerns?

Witness: The concern was that doing the interview in the office was not permitted by House rules.

Ms. Eisner: Okay, I can see from this email chain you and Kevin and Doug, there was quite a bit of back and forth about this. And towards the bottom of page 6, you sent an email, it's the second to last communication there, discussing this inquiry from Fox News. And you say . . . I'm sorry this is on the first page.

Witness: Okay.

Ms. Eisner: "For the first one she asked if ethics violation." You say, "I'm not ninety percent sure ..." I'm sorry, "I'm ninety percent sure it's not." That's all the way towards the bottom there.

Witness: Right.

Ms. Eisner: Can you explain that to us, that statement?

Witness: Yeah, at the time I thought that this was a permitted interview.

Ms. Eisner: Okay. What conversations had you had with the Ethics Committee about this interview?

Witness: At that point? I don't believe I'd had any.

Ms. Eisner: So why did you think it was a permitted interview?

Witness: That was my reading of the House rules about the allowance of questions about campaign to press secretaries and how that applies. And that you can ... when you set up an interview, you can have a couple of questions about campaign that occur in there. So I thought it was under that ... I'm trying to think of the right word to use ... that area.

Mr. Solis: You had read the House ethics manual prior or...?

Witness: Had I read it cover to cover? No.

Mr. Solis: I'm talking about that specific portion that you just mentioned.

Witness: I don't recall if I'd read it before, or have since read it, but I have read it.

Ms. Eisner: And you read it, that specific portion, was it before the interview occurred or after the interview occurred?

Witness: It would have been after.

Ms. Eisner: Okay. You said you didn't have any conversations with Ethics. Did anyone on the staff have any conversations with Ethics about this?

Witness: I don't know.

Ms. Eisner: You don't know. Nobody... Did anyone come to you and say that they had discussed it with Ethics?

Witness: Not that I remember. No.

Ms. Eisner: Okay. A few more documents.

Witness: Okay.

Ms. Eisner: So we've got ... I'll give you two separate ones here. It's THAG 0093, and also THAG0009. I'll give those to you.

Witness: Okay.

Ms. Eisner: There you go.

Witness: These are totally separate?

Ms. Eisner: Yes, the two documents are separate.

Witness: Okay.

Mr. Solis: Okay, I just have one question before we get into this email. And I meant to ask you at the last series...

Witness: Okay.

Mr. Solis: You know, you're routinely using your Gmail account?

Witness: Yes.

Mr. Solis: Do you have a House email account?

Witness: Yes.

Mr. Solis: Why are you choosing to use your Gmail account in these emails as opposed to your House email account?

Witness: My communications with the unofficial side, I've been using my Gmail account.

Mr. Solis: And by unofficial side you mean the campaign?

Witness: Yes.

Ms. Eisner: Okay. So looking at these two documents 0093, we'll look at that first. In the email that you wrote you say, well again, the use of the term unofficial side, I also got into the battle with the unofficial side on Friday, et cetera. Boss did a video interview from his office about his run, that's a no-no. I misunderstood the rules, no one from the campaign checked.

Witness: Mm-hmm (affirmative)

Ms. Eisner: Would the campaign have typically checked? Was there ... Did you ask them to check?

Witness: I did not.



Ms. Eisner: Okay. You say that's a no-no. On the next page that I provided, THAG0009, towards the middle, you write, and you're talking about the response here, you say, the rules are pretty clear on it.

Witness: Mm-hmm (affirmative)

Ms. Eisner: Earlier we were talking about a response, where you said, you know, you're ninety percent sure it's not. Here you're stating the rules are pretty clear, it's a no-no. What happened ...?

Witness: I'd since read the rules and had them interpreted for me, that said that this should not happen. That this was not...

Ms. Eisner: And that interpretation, who was that provided by?

Witness: That was provided by David Bagby.

Ms. Eisner: David ... So there was a discussion between you and David Bagby about the ethics rules?

Witness: Once the interview request came in and started to say, and I then was asking, you know, "was I wrong just to think that this was permitted?" and his interpretation of it was that, "yeah."

Ms. Eisner: Let me ... So once the interview request came in, or after...

Witness: I'm sorry. I'm sorry. The Fox News interview. Saying...

Ms. Eisner: Okay, I see. Okay.

Witness: Making that request, and someone's claim that this was not allowed.

Ms. Eisner: Okay.

Witness: That's why.

Ms. Eisner: Did David Bagby agree with your interpretation or were you both...

Witness: He did not.

Ms. Eisner: He did not. Okay. So what was the conversation in the office at that point about the rules and the application of the rules?

Witness: It was as I recall, David was going ... David Bagby was going over the specifics in the Ethics manual and saying this means, that type of interview cannot be done in the office. I was saying, my understanding

was because of the ... from what I've learned from my Ethics training that there is ... That press secretaries, communication directors, it's ... I don't know how best to describe it, but it's not as cut and dry as that position. So my interpretation was that this was kind of a part of that, he convinced me otherwise.

Ms. Eisner: Okay. Did you have conversations at that point with Representative Grayson about the rules?

Witness: I don't believe so, no.

Ms. Eisner: Did anyone have conversations with Representative Grayson about this press inquiry and interpretation of the rules?

Witness: I did have emails with him about what we were going to say. I don't remember if there was verbal conversation as well. And when I say, what we're going to say, how we're going to respond to this reporter from Fox. I may have talked to him in person about it as well, I don't remember specifically right now. But there were email sent to him saying.

Ms. Eisner: Was he in the office that day?

Witness: I believe so, yes. Yeah.

Ms. Eisner: Okay. I want to show you another document...

Witness: By that day we're talking about, Friday the 10th?

Ms. Eisner: Yes, the day after when you were talking to the...

Witness: I believe he was, yes.

Mr. Solis: I just wanted to ask, this email, this 0009 here, you seem to be in a discussion with Mr. Franck about the way to go forward on this. You were set to issue a statement about what happened?

Witness: This was going to be response to that one reporter's inquiry.

Mr. Solis: Okay.

Witness: Not a publicly-made statement.

Mr. Solis: Okay.

Witness: Not a distributed statement, but just a response to her.

Mr. Solis: Right. And that would have been an official statement? I mean...

Witness: Yes.

Mr. Solis: Okay. Was Kevin going to send their own version of a statement to any questions on this as well? I mean, was this part of the discussion back and forth between the two of you?

Witness: I don't believe so.

Mr. Solis: Conflicting statements or...

Witness: No. I don't believe so.

Mr. Solis: Do you know why he would, you know ... At the top he says, "I have to reiterate to you that that's a terrible idea." You know, given that this would be your job to respond officially to a reporter, do you know why he is giving you his piece of mind on this?

Witness: Kevin gives everyone his piece of mind, in every situation, whether it's called for or not.

Mr. Solis: Is this something he would do in other instances? So weigh in on official responses?

Witness: I can't think of another incident where that might have happened. I can't think of an example right now.

Mr. Solis: Did you seek his opinion on this matter?

Witness: No. I was more informing him of what we were going to say and how it's going to be handled. Since while this was an official statement, it was about a campaign issue. I wanted to make sure he knew what official was saying about it.

Mr. Solis: Okay.

Ms. Eisner: I'm just going to show you another document here. THAG-0034. Here Paul. There you go.

Witness: Okay.

Ms. Eisner: So this is an email chain, you're included in this chain. Representative Grayson is in the chain. Doug Dodson, Kevin Franck, Julie Tagen. At one point ... Well, I'll just read it for the record, this is my fault, I questioned it during it in the office the night before the announcement day. I should

have spoke louder and not let it happen. This is squarely on me. You respond, I should have questioned it as well. The Congressman then states, "Me too."

Witness: Mm-hmm (affirmative)

Ms. Eisner: What ... When he said me too...

Witness: When the Congressman said?

Ms. Eisner: When Representative Grayson states "me too" in the email, had you had conversations with him at that point, other conversations about the ethics rules and your interpretation of them?

Witness: We discussed how we're going to respond to the media inquiry. I don't recall the two of us having a discussion about the rules themselves.

Ms. Eisner: Okay. After this email was sent, after he weighed in... This is ... Yes, July 15th. It's a little bit later on in the responsive process. He says, "Me too", you've come to a conclusion, you've issued these statements. At that point, later on, did you have conversations with him, with the Congressman about the application of the rules to this particular interview in the office?

Witness: I don't believe so.

Ms. Eisner: Okay. Would anyone have had conversations with him? Anyone else, any conversations you were aware of?

Witness: I don't. I'm not aware of any, but I...

Ms. Eisner: All right. In the ... I'll give you another document here.

Witness: Okay.

Ms. Eisner: It's THAG-0065.

Witness: Okay.

Ms. Eisner: And this was ... So this is the reply to the reporter. I'm sorry, we are jumping around in dates a little bit here. This is going back to July 10th.

Witness: Yep. Okay.

Ms. Eisner: One of the statements that you made, in the first paragraph there, the interview was done in the Congressman's office, there was no alternative. What did that mean "there was no alternative"?

Witness: That because of the timing on votes he could not get to another location off of the federal campus, or whatever you want to call it, to do it. To meet the timing there and meet his votes obligations.

Ms. Eisner: And what were those votes obligations that day, that meant no alternative?

Witness: As I recall, the Republicans suddenly added in a new series of votes which were not on the original schedule. Which involved, as it says here, it was at the ... This is when they, the Confederate flag issue was being debated. And so they suddenly threw in votes about the Confederate flag and federal grants, and those were pushed to a lot earlier in the day than when we were expecting votes to be.

Ms. Eisner: Okay. So it was a hectic day, you know, this interview had been planned the day before. There was a discussion of studio time. The timing of the interview was planned before. Did you know that that morning that it would have been hectic, that it would have been difficult to get over to the studio to do the interview?

Witness: It was looking like it was going to be a hectic day. I don't know if it was ever thought that specifically it was...

Ms. Eisner: Okay.

Witness: Then when these votes were added, it became even more hectic.

Ms. Eisner: Okay. So was there no alternative? This statement here?

Witness: In terms of, it would have been almost impossible to get him to an offsite location, do the interview when it was scheduled and back in time to make those votes. These are important issues for him to vote on.

Ms. Eisner: Understood. I want to continue with our documents here.

Witness: Okay.

Ms. Eisner: The details, contained in them. THAG0017.

Witness: Okay. I'm in.

Ms. Eisner: Yeah, give you a minute.

Witness: Okay.

Ms. Eisner: This e-mail back and forth, you, Doug Dodson, Kevin Franck from July 10th. Doug Dodson says, "This isn't over. Not only the switchboard, but

we also should have called it his personal computer, not campaign computer." Then you reply, "We tried not to have him say 'campaign computer'. He insisted." Can you tell me about this? This, "We should have called it his personal, not campaign computer"?

Witness: I can't speak to why Doug said that. I can tell you in the original version of the statement, I had written it as, "His personal computer." The Congressman changed it to the campaign computer."

Ms. Eisner: Okay. Why did he change it?

Witness: I don't know.

Mr. Solis: You wrote he insisted so...

Witness: I tried to get him to change it back and he insisted on it, as I recall.

Mr. Solis: Okay. Explain his insistence to us.

Witness: I don't really remember specifically, I'm sorry. It was ... I don't remember exactly how that happened. I remember putting the original ... having the original language in there which said "personal computer". He changed it when he gave me his edits. I don't remember if I went back to him and said that or if I just told Doug that he insisted just to drop the conversation with Doug. I don't remember right now exactly the ...

Mr. Solis: Did you have an in-person conversation with Representative Grayson about the changing of personal computer to campaign computer?

Witness: I don't believe it was in person, no.

Mr. Solis: Did you have a written communication with him about it?

Witness: I don't remember if I sent another e-mail saying "Hey, I think it should be personal" or not. I just don't remember.

Mr. Solis: Why did you initially have personal computer written?

Witness: I thought it sounded better and it was more about him doing the interview.

Mr. Solis: Why do you think it sounded better?

Witness: I think it sounds better. I think about it saying, I was on my computer talking about this, instead of saying the alternative. It just rolls better off the tongue.

Ms. Eisner: Again, we're moving on to more documents here.

Mr. Solis: Did you have more questions about the computer?

Ms. Eisner: I think that actually, well yeah, after, these documents will address that. THAG0063.

Witness: Thank you. Okay.

Ms. Eisner: The Congressman says, "I don't think that there's any rule that says you can't bring your campaign computer into an office." What did he mean when he said that?

Witness: I don't know. I don't know exactly what he meant by that.

Ms. Eisner: Was he looking into the ethics rules? Was this a conversation that you were having?

Witness: I don't know. I'm sorry.

Ms. Eisner: Based on the statement, was it his understanding that it was a campaign computer?

Witness: You're asking me about his understanding, I'm not going to say that I know what his understanding is necessarily so...

Ms. Eisner: To speculate. He's looking into this, you had conversations about how to characterize the statement.

Witness: We've got the e-mail exchanges you've seen about whether to call it a personal or a campaign computer, that's really my limit of knowledge about that computer.

Ms. Eisner: Okay. Is it your understanding that it was a campaign computer?

Witness: I have seen him call it that since.

Mr. Solis: Who paid for the computer?

Witness: I don't know.

Mr. Solis: Never had a conversation with anybody about that?

Witness: Not that I remember, no.

Mr. Solis: When we talked about it earlier, earlier in the interview, you said, it's Representative Grayson who's on it. He's usually using it and you considered it to be his. Right?

Witness: Yeah.

Mr. Solis: Okay. Is that why you would have said in the initial statement "personal computer"?

Witness: That would be one reason, yeah.

Mr. Solis: Okay. Did Representative Grayson ever tell you that it wasn't his computer?

Witness: No.

Mr. Solis: Did Kevin?

Witness: I don't remember ever discussing ownership of it.

Mr. Solis: Is there anybody in the office who would know whose computer it is? Or who owns it or who paid for it?

Witness: I don't know.

Mr. Solis: Did Kevin ever interject in this discussion? You went back and forth with Representative Grayson from personal to campaign, did he ever explain to you that it was a campaign computer, not a personal computer?

Witness: I don't remember if he did or not. I don't think so, but I don't remember.

Ms. Eisner: Okay. I want to circle back to some of the statements that were again made after the fact. This is THAG0056. This is a statement that I believe, lower down in the document, you crafted a statement and then the Congressman edited it slightly.

Witness: Mm-hmm (affirmative). Okay.

Ms. Eisner: The statement that the Congressman edited says, "The Congressman will not do anymore interviews in his government office regarding his campaign for the US Senate." Whose idea was it to include this portion of the statement here, the paragraph?

Witness: I believe it was mine.



Ms. Eisner: Okay. Did you have conversations with Representative Grayson about the use of this statement?

Witness: What was going to happen with the statement?.

Ms. Eisner: Yeah, what it meant and what it entailed?

Witness: I believe we had one conversation where it was ... I don't remember if it was before I started writing it or after on direction, on overall tone, and what we wanted to say.

Ms. Eisner: Okay. Those conversations about this idea that the Congressman will not do anymore interviews in this government office, did those all occur around this time, July 10th?

Witness: I believe so, yes.

Ms. Eisner: Were there any conversations that occurred later in time about this statement?

Witness: About this statement? You're talking specifically with Congressman Grayson?

Ms. Eisner: With Congressman Grayson, to start there.

Witness: I don't believe so. It is possible because the article, the story that this statement was sent for, did not appear for a few days. It didn't appear until the following week. There may have been some talk between the two, but I don't recall anything specific.

Ms. Eisner: What was the impact of this statement on the office?

Witness: Most of the office didn't see it. So, I don't really think of ... I'm not sure what you mean by impact, but?

Ms. Eisner: Would you characterize it as press statement or was it an office policy that was created?

Witness: It was a response to a specific press inquiry.

Ms. Eisner: Okay. This was a response to a press inquiry. Did it lead to any changes in operations in the congressional office?

Witness: This specific statement? I cannot say that this specific response to this reporter, would have led to any change like that.

Ms. Eisner: Then let's talk more broadly. This idea that no more interviews related to the campaign would be conducted in the congressional office, just the general concept behind the statement.

Witness: Since I now had a different interpretation of the rules than I had to begin with, I can speak from my personal, that it was more of a sense of okay, as the sentence I wrote here for the Congressman as he did sent out. This is a firm decision on my part ...

Ms. Eisner: I'm having a little trouble understanding that. This was a decision, this statement?

Witness: This was a response to a specific press inquiry about the Huff Post-Live Interview. That was always its intent.

Ms. Eisner: We were talking about conversations you had with the Congressman about the statement, what about conversations with the congressional staff about this statement and the idea behind it?

Witness: Julie Tagen also weighed in on this and reviewed it before I sent it to the Congressman.

Ms. Eisner: Did you have conversations with the campaign staff about the statement?

Witness: This specific statement? There were e-mails about the direction. And, but the actual wording on this? No.

Ms. Eisner: Have any procedures been implemented as a result of discussions with Julie Tagen, with the Congressman, about this particular idea of conducting interviews in the office?

Witness: No formal procedures, but a heightened sense of awareness.

Ms. Eisner: Can you describe that heightened sense of awareness?

Witness: Just making sure then, I'm being more vigilant when I'm talking to reporters and that that this is an interview that's strictly about official side. That is where the focus is going to stay.

Ms. Eisner: That heightened sense of awareness, is that just for you?

Witness: I can only speak for myself.

Ms. Eisner: Have you, in your conversations with David or with any other staffers...

Witness: I'm sorry, which David?

Ms. Eisner: I apologize.

Witness: We have four, so it gets a little confusing. We go by last names.

Ms. Eisner: Damron.

Witness: Damron, okay.

Ms. Eisner: With David Damron, with anyone else who would be involved in press inquiries, have you noticed this heightened sensitivity to interviews that would be conducted in the office?

Witness: I would say a little, yeah, but I can't speak for what other people are thinking or feeling.

Ms. Eisner: Certainly. When you say a little, how so?

Witness: It's just a sense. I think he and I as the communications team, just want to make sure that the interviews that we set up are on official topics.

Ms. Eisner: What I want to do is talk to you a little bit about the interview that occurred on September 25th of this year with Nicole Sandler.

Witness: Okay.

Ms. Eisner: Can you tell us about that interview?

Witness: I can't really because I was in Houston, Texas at the time. I had taken a week of vacation to get married so I was not involved.

Ms. Eisner: Congratulations.

Witness: Thank you very much.

Ms. Eisner: Who would have been involved?

Witness: David Damron.

Ms. Eisner: Do you know if the inquiry for this interview came to the official office or came to the campaign?

Witness: I don't remember. As I recall, the inquiry was coming in towards the end of that week. In my personal life, it was a very busy week. I was really not checking my e-mails as of Wednesday of that week.

Ms. Eisner: Understandably. Were you getting any e-mails once you went back and looked?

Witness: The e-mails came in, I just...

Ms. Eisner: The e-mails that you did see, were you forwarded e-mails about logistics or planning for this particular interview?

Witness: I don't remember. I came back to a couple of hundred I didn't go through them too carefully.

Ms. Eisner: Do you know where the interview was conducted?

Witness: Only secondhand, I think, I believe, it was conducted in his office but that would be secondhand. I don't know for a fact.

Ms. Eisner: Just the secondhand information, who did that come from or how did you come across that information?

Witness: I'm trying to remember. I believe it was from a news article saying it took place in his office.

Ms. Eisner: That was the first time you heard?

Witness: That I recall. I really was radio silence when this was going on.

Mr. Solis: Did you get married on that day? or ...

Witness: I got married on Saturday. That was ... What day was that again?

Ms. Eisner: It was September 25.

Witness: That was the day before my marriage. We were setting up the rehearsal dinner, setting up final...we had 475 guests. We had family from both sides in town, and I was spending time with my niece and nephew.

Mr. Solis: Did you receive any e-mails or phone calls about this?

Witness: No phone calls.

Mr. Solis: Bearing in mind you very busy, but did you...?

Witness: I can absolutely say no phone calls. I believe I got e-mails about it.

Mr. Solis: Did you respond to those e-mails?

Witness: Not on Friday the 25th, no.

Mr. Solis: Did you respond, at all at any time, to those e-mails?

Witness: I believe I may have after the article hit on this. I may have sent an email saying "Hey, what happened?" or "What's going on here?"

Mr. Solis: Prior to the article about it and prior to the interview actually happening on the 25th, did you send an e-mail to acknowledge that you were aware that this interview is about to happen?

Witness: I don't believe I did. No. I really ... I believe I just looked... ok, they're doing an interview and moved on.

Ms. Eisner: What happened? That was a response to... ?

Witness: That an article said, claimed, that this was a campaign interview that had taken place in his office.

Ms. Eisner: Who would that e-mail have been directed towards though? What happened after you saw the news article?

Witness: David Damron.

Ms. Eisner: What was the response?

Witness: I believe he just ... I can't remember the background enough to give you a good answer here, sorry. I really just said, "Yeah we set up and boom." I don't specifically remember what he said, sorry.

Ms. Eisner: Do you remember ... Did he say that it did occur in the office?

Witness: I don't remember.

Ms. Eisner: What do you...?

Witness: What do I remember?

Ms. Eisner: Do you remember conversations about a response to the news article that you seem to have seen?

Witness: Sorry, I was actually not back in the office until the following Tuesday. I believe the article I saw it, ran on Monday and had already done a response. I was traveling most of the day on Monday, so I was completely ... Not completely out of touch, but mostly out of touch on that.

Ms. Eisner: I think that we can see that from the prior interview, the Huffington Post interview that you were very involved. I understand that there were circumstances that would take you out of the direct orbit of the response to this. But even in that case, it seemed like, through July 15th, through a few days after the interview occurred and the press inquiries, there was still discussion. When you did become aware of this press inquiry with regards to this e-mail... With regards to the article, the interview, what was the discussion? How long did it continue?

Witness: I had a phone call with David Damron. Where, saying basically, we have to double down and make sure there's ... If there is a possibility, we have to make sure the reporters know that if it's an official interview, it is only on official topics.

Ms. Eisner: When did that phone call occur?

Witness: It would have been... Tuesday afternoon after the interview, so whatever that would be. I guess that's the 30th or the 29th. Tuesday afternoon is when I got back at my desk.

Ms. Eisner: This idea, if it's an official interview only on official topics, that was a response to the Nicole Sandler interview?

Witness: That was the response to what had happened with this. Again, just doubling down. Making sure about this and making sure that reporters know this.

Ms. Eisner: There was a concern from the press that came in. What concerns did David Damron express that resulted in you saying, we have to double down?

Witness: I didn't let it get that far. I just basically, like, "Hey, we have to make sure this happens." There is not even, there is not even the hint that ... even if there is something that is totally legitimate, we don't want anybody to be able to say, "Oh no, you've broken the rules on this." Even when we know we are following them, we want to make sure there is not even the appearance of wrongdoing.

Ms. Eisner: What conversations did you have with Julie Tagen about this interview and this idea of "We have to double down"?

Witness: I don't recall any.

Ms. Eisner: What conversations did you have with her just generally about the interview?

Witness: Don't recall one off hand. On this specific interview, I don't recall one off hand.

Ms. Eisner: Do you think that a conversation might have occurred you just don't remember the details?

Witness: It's possible, if so and since I don't remember, I would assume it was brief, but I don't recall. It's possible.

Ms. Eisner: What about with the Congressman, Representative Grayson?

Witness: Did not talk with him about this.

Ms. Eisner: Through e-mail?

Witness: Don't believe so.

Ms. Eisner: Did the statement that we were discussing earlier, the press statement that no...

Witness: The response to Fox News?

Ms. Eisner: Exactly. Did that statement, this policy perhaps, or I guess not the statement, the response statement, "We will no longer conduct campaign related interviews in the office." Did that come up in conversation with David Damron with Julie Tagen?

Witness: No I don't believe so.

Ms. Eisner: With Congressman Grayson?

Witness: Do not believe so, no.

Ms. Eisner: Okay.

Witness: I don't recall discussing this with Congressman Grayson ... This specific interview.

Ms. Eisner: Was there any statement made in response to this particular interview, similar to that prior statement about discussion of campaign related issues in the office?

Witness: I did not provide one. As I recall, I don't remember if one went out from the office or not. I don't know. I just ... Again, I was out of touch.

Mr. Solis: Did you listen to interview? Have you listened...?

Witness: I have not, no.

Ms. Eisner: We've talked about these two particular interviews, instances. Based on publicly available information, what other interviews can you tell us about that have been campaign-related that have taken place in the Congressman's official office?

Witness: Are you talking about on these specific dates or...?

Ms. Eisner: Generally.

Witness: I was not in the room the morning of the announcement, but I believe he did campaign interviews on that day, along with the Huff Post.

Ms. Eisner: On the same day, the July 9th date?

Witness: Yeah.

Ms. Eisner: That was the morning, would that would have been before...?

Witness: I believe it was ... Yeah I believe so.

Ms. Eisner: How many interviews?

Witness: I don't know.

Mr. Solis: What stations, or sources?

Witness: I don't know.

Ms. Eisner: Who was in the room?

Witness: I believe Kevin Franck was in the room.

Mr. Solis: Why do you believe they took place?

Witness: I believe he had said that they were planning to take place.

Mr. Solis: Would they have been over the phone or over the internet?

Witness: I believe it was the phone only.

Mr. Solis: Again, to the best you can recall or that you have awareness of, his cell phone or his congressional office phone?

Witness: I don't know.



Ms. Eisner: Were these interviews discussed when you were generating this policy, or this . . . I keep calling it a policy, that's my fault. I apologize. This idea of not conducting interviews in the official office.

Witness: Specifically, I don't believe so. I think it was really responding to a specific media inquiry about a specific interview.

Ms. Eisner: Move on to one other topic here and provide you with the final document, which is THAG 0070 through 72.

Witness: Okay.

Ms. Eisner: There was an inquiry, I believe came in from the press as well, about the use of Rep. Grayson Congressional Office Manager and Business Director's time and...

Witness: Yeah. This was from the same reporter who had the other inquiry and was part of the same inquiry.

Ms. Eisner: I can see towards the bottom here of the document of THAG 0070, you discuss possibly your response to this. "Anything would not have been done on 'office time.' She does not work for the hedge fund on 'office time'." Towards the top, Representative Grayson drafted a statement, "she does not work for the Hedge fund 'on office time' at all." What can you tell us about this statement and the conversations you had that led to this statement?

Witness: As I recall, it pretty much is in total in what's in these e-mails. I sent suggested language to the Congressman and he sent me ... I'm sorry, I didn't include that part in this. I sent an email to the Congressman that you see here, suggested, and then took his ... Then he here, gave back what he wanted me to send along to the reporter.

Ms. Eisner: So the statement towards the bottom where you were crafting some of this language, "she does not work at the hedge fund on office time." Where did that come from? That information?

Witness: That information, that was my understanding of her role.

Ms. Eisner: Tell us about your understanding. How do you have an understanding?

Witness: That when she works on the fund, my understanding is that it's not done on the days she is in the office. It's done the day she's not in the office.

Ms. Eisner: Were you aware that she did do work for the hedge fund prior to drafting this statement?

Witness: I don't remember. I may have, I may not, I don't know...

Ms. Eisner: What conversations do you have with Rep. Grayson Congressional Office Manager and Business Director about when she works, how she keeps track of her time?

Witness: I did not discuss with Carla Coleman, that I recall.

Ms. Eisner: How did you ... I'm just trying to understand at this point you may or may not have been aware that she worked for the hedge fund. You were putting together the statement about how her work would not have been done on office time, what was the genesis of that? Where did that information come from?

Witness: What was the genesis of that? That was my understanding, but I don't remember exactly where I got that from, whether it was someone else or from the Congressman himself, I don't remember at this point. But that was ... then I was crafting on how this is how we should explain that, and so that was the email that I sent to the Congressman.

Ms. Eisner: Does Rep. Grayson Congressional Office Manager and Business Director do work for the hedge fund during the work day?

Witness: I don't believe so, no.

Ms. Eisner: Are you in a position where...

Witness: I don't stand over her shoulder. I don't know of any work she's done for the hedge fund.

Ms. Eisner: For any other businesses or entities?

Witness: Not that I know of.

Ms. Eisner: Is there anyone who, perhaps would not stand over her shoulder, but who would be aware of the type of work she's doing

Witness: I don't know off hand. She is in the different section of office. I don't know.

Ms. Eisner: Who's her supervisor?

Witness: I believe she reports directly Julie Tagen.

Ms. Eisner: Okay. I think you have a sense of the type of questions that ... What we're looking into. Is there anything else that you think that we should know?

Witness: I don't believe so no.

Ms. Eisner: Is there anyone you would recommend that we speak with?

Witness: Just the names we've mentioned here. I'm assuming folks, you may already be talking to. No one comes to mind.

Ms. Eisner: Apart from conversations with counsel, have you discussed the OCE's investigation with anyone else?

Witness: In very broad terms with my wife. Nothing specific.

Ms. Eisner: With the Congressman?

Witness: I've only told him that I was having this meeting today, because we were talking about scheduling for a press call today, and so just when I was available.

Ms. Eisner: At any point in time did the Congressman provide you with any type of narrative for how you should answer our questions?

Witness: No.

Ms. Eisner: Well I think that you've answered my questions here unless you have anything further, Paul. Well, thank you for your time.

Witness: Thank you.

CONFIDENTIAL

Subject to the Nondisclosure Provisions of H. Res. 895 of the 110th Congress as Amended

ERRATA SHEET – ██████████ TRANSCRIPT

Page	Line	Correction	Reason
2	4	change "attorney's" to "attorneys"	Typo/incorrect grammar – should be plural for attorneys not possessive
8	4	"chief of staff" is lower case but Chief of staff capitalized elsewhere, for e.g. line 14, p.2, inconsistent use should be lowercased	use capital only when referred to as a proper noun, here there seems to be inconsistency with use of capitalized words
<i>passim</i>		same as above: there are many instances where words are arbitrarily capitalized	same as above: use capital only when referred to as a proper noun, here there seems to be inconsistency with use of capitalized words
7	2-4	change "can he join us on Huff Post Live tomorrow after the big announcement?" to "Can he join us on HuffPost Live tomorrow after the big announcement??"	Ms. Eisner was reading from a document and the transcript does not match what the document says
7	16	"What is satellite studio?" should be changed to "What is a satellite studio?"	Typo/incorrect grammar
7	22	"No, I don't remember it. It was in northwest." change to "Northwest"	Mr. Scudder is referring to Northwest, Washington, D.C.. a proper location
8	7-8	"individual who works for the congressman's office . . ." should be changed to "the Congressman"	Discussing a specific congressman – also Congressman is capitalized on line 18, p. 8 – goes to same issue above as the transcript is inconsistent grammatically with proper capitalization
9	3	"Not off hand, sorry." "off hand" also used in line 4 of same page, should be changed to "off-hand."	typo, incorrect grammar
9	8-9	"I'm not even sure when those phones calls started..." change to "I'm not even sure when those phone calls started..."	typo, incorrect grammar

Page	Line	Correction	Reason
10	10	change "Washington DC" to "Washington, D.C."	typo, incorrect grammar
10	18	add a period after "That's what I remember"	typo, incorrect grammar
10	26-27	"sending webcam instruction" should not be in quotes if it is in quotes and change "can you touch base with these folks to do some computer check that they want." to "Can you touch base with these folks to do the computer check they want?"	Ms. Eisner was reading from a document and the transcript does not match what the document says
12	4-5	Change "DC to "D.C."	typo, incorrect grammar
13	13	Change "Paul Solis" to "Ken Scudder"	This appears to be a quote attributed to the incorrect person, double check that other quotes in the transcript are attributed to the correct persons
13	17	change "I believe it's the only one. No, it's a printer. No I think it's only one." to "No I think it's the only one."	typo, incorrect grammar
14	2	Change "offhand" to "off-hand"	typo, incorrect grammar
14	22-23	Change "We did move the flags around in the office around, to be in the shot." to " We did move the flags in the office around to be in the shot."	Ms. Eisner was reading from a document and the transcript does not match what the document says
15	2	add a period at the end of the sentence "The chair for him to sit in, but that's all"	typo, incorrect grammar
15	3	change "setup" to "set up"	typo, incorrect grammar
15	6	change "setup" to "set up"	typo, incorrect grammar
16	5	change "setup" to "set up"	typo, incorrect grammar
18	14	Ms. Eisner states "Okay. Paul, we moved on to 0006 to 0007. So it seems, as Brett mentioned on July 10th. you were forwarded a communication from a Fox News reporter." the transcript then states "Ken Scudder: Mm-hmm (affirmative)" First, add a period at the end of this sentence. Second, delete "(affirmative)"	the word "(affirmative)" was never uttered by the witness and the transcript must speak for itself; if "Mm-hmm" was inadequate OCE could have asked witness whether he or she meant "yes" or "no" by that statement
18	21	the transcript states "Ken Scudder: Mm-hmm (affirmative)" First, add a period at the end of this sentence. Second, delete "(affirmative)"	the word "(affirmative)" was never uttered by the witness and the transcript must speak for itself; if "Mm-hmm" was inadequate OCE could have asked witness

Page	Line	Correction	Reason
			whether he or she meant "yes" or "no" by that statement
18	25-28	"I'm sorry" there should be no quotations around these words	typo, incorrect grammar
19	2-4	Change "ninety" to "90"	Ms. Eisner was reading from a document and the transcript does not match what the document says
19	12-16	Change "couple of questions about campaign" to "couple of questions about the campaign"	typo, incorrect grammar
20, <i>passim</i>	3-4, <i>passim</i>	"THAG0093 and THAG00009" there is inconsistency between the number of zeroes and the way bates numbers are written, change to make consistent	
20	22-26	Change "I also got into the battle with the unofficial side on Friday, et cetera. Boss did a video interview from his office about his run, that's a no-no. I misunderstood the rules, no one from the campaign checked." to "'I also got in a battle with the "unofficial" side on Friday' et cetera 'boss did a video interview from his office about his run. That's a no-no (I misunderstood the rules, no one from the campaign checked).'"	Ms. Eisner was reading from a document and the transcript does not match what the document says
20	27	the transcript states "Ken Scudder: Mm-hmm (affirmative)" First, add a period at the end of this sentence. Second, delete "(affirmative)"	the word "(affirmative)" was never uttered by the witness and the transcript must speak for itself; if "Mm-hmm" was inadequate OCE could have asked witness whether he or she meant "yes" or "no" by that statement
21	9	the transcript states "Ken Scudder: Mm-hmm (affirmative)" First, add a period at the end of this sentence. Second, delete "(affirmative)"	the word "(affirmative)" was never uttered by the witness and the transcript must speak for itself; if "Mm-hmm" was inadequate OCE could have asked witness whether he or she meant "yes" or "no" by that statement
22	13-14	Change "was verbal conversation as well."	typo, grammar

Page	Line	Correction	Reason
		change to "was a verbal conversation as well"	
22	15-17	"But there were email sent to him saying." Confirm this is correct language, this is incorrect and an incomplete sentence	fragment, grammar
23	9-10	Change "I have to reiterate to you that's a terrible idea." to "I just have to reiterate to you that that is a terrible idea."	Ms. Eisner was reading from a document and the transcript does not match what the document says
23	25	"THAG-0034" again, goes to statement above regarding inconsistency of bates number descriptions	
23	27-32	Change "This is my fault, I questioned it during it in the office the night before the announcement day. I should have spoke louder and not let it happen. This is squarely on me." to "This is my fault I questioned during it in the office the night before announcement day, I should have spoke louder and not let it happen. This is squarely on me."	typo, grammar; Ms. Eisner was reading from a document and the transcript does not match what the document says (errant comma and sentence structure)
24	1	the transcript states "Ken Scudder: Mm-hmm (affirmative)" First, add a period at the end of this sentence. Second, delete "(affirmative)"	the word "(affirmative)" was never uttered by the witness and the transcript must speak for itself; if "Mm-hmm" was inadequate OCE could have asked witness whether he or she meant "yes" or "no" by that statement
24	2	"When he said me too..." – add be quotations around the words me too	Ms. Eisner is attributing a quote to another person, accordingly, those words should have quotation marks around them
24	20	"THAG-0065" – again inconsistency of bates number description	
24	25-27	change "The interview was done in the Congressman's office, there was no alternative." to "the interview was done in the Congressman's office. There was no alternative."	Ms. Eisner was reading from a document and the transcript does not match what the document says
25	5-6	change "when were expecting" to "when we were expecting"	typo, grammar
25	25-30	1. Change "this isn't over. Not only the switchboard, but we also should have called it his personal computer, not	Ms. Eisner was reading from a document and the transcript does not match

Page	Line	Correction	Reason
		<p>campaign computer." " This isn't over. Not only the switch board but we also should have called it his personal computer not campaign computer."</p> <p>2. Change "we tried not to have him say 'campaign computer.' He insisted." to "We tried not to have him say 'campaign computer.' He insisted."</p> <p>3. Delete quotes for "We should have called it his personal, not campaign computer"</p>	<p>what the document says; for #3, delete quotes because Ms. Eisner is no longer quoting directly from the document but intending to paraphrase the quote from the document.</p>
26	1-3	"I can tell you in the original version of the statement, I had written it as, "His personal computer." The Congressman changed it to the campaign computer"" There is a quotation missing before the word campaign in the last sentence.	typo, grammar
27	2-4	Change 'I don't think that there's any rule that says you can't bring your campaign computer into an office.' to 'I don't think that there is any rule that says that you can't bring a campaign computer into an office.'	Ms. Eisner was reading from a document and the transcript does not match what the document says
27, <i>passim</i>	15, <i>passim</i>	Here, "e-mail" is spelled as such which differs from spellings throughout the transcript that use the word "email". The spelling "e-mail" should be used throughout and consistently in the transcript.	
28	15	the transcript states "Ken Scudder: Mm-hmm (affirmative)" First, add a period at the end of this sentence. Second, delete "(affirmative)".	the word "(affirmative)" was never uttered by the witness and the transcript must speak for itself; if "Mm-hmm" was inadequate OCE could have asked witness whether he or she meant "yes" or "no" by that statement
28	23	Delete errant period after the end of this sentence.	typo, grammar
29	27-28	for the words "Huff Post-Live Interview," there should be no dash between post and live and interview should be lower case	typo, grammar, arbitrary capitalization
30	11-13	"I'm being more vigilant when I'm talking to reporters and that that this is an interview that's strictly about official side." Two that's in a row.	typo, grammar



Page	Line	Correction	Reason
		one should be deleted or separated by ellipses and there also should be a "the" before the phrase "official side."	
32	1	"I really was radio silence when this was going on." Change I to "It"	typo, grammar
32	10	"you very busy" change to "you were very busy"	typo, grammar
32	15	email spelled "email" not "e-mail" spelling should be consistent	typo, grammar
34	12	change "off hand" to "off-hand" in two different places	typo, grammar
36	19-24	<ol style="list-style-type: none"> <li>1. change 'Anything would not have been done on 'office time.' she does not work for the hedge fund on 'office time' to 'Anything like that would not have been done on "office time." She does not work for the hedge fund on "office time,'</li> <li>2. change "she does not work for the Hedge fund 'on office time' at all." to "She does not work for the hedge fund 'on office time' at all."</li> </ol>	Ms. Eisner was reading from a document and the transcript does not match what the document says
36	30-32	remove quotes around "she does not work at the hedge fund on office time."	interviewer is not quoting directly and instead is intending to paraphrase a quote from a document
37	9	"I did not discuss with Carla Coleman, that I recall." Change to "I did not discuss that with Carla Coleman, that I recall."	typo, grammar
37	26-27	add a period at the end of the sentence.	typo, grammar
37	28	change "off hand" to "off-hand"	typo, grammar

This errata sheet is submitted subject to 18 U.S.C. § 1001 (commonly known as the False Statements Act).

Witness Name: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Date: \_\_\_\_\_

11/19/15

# **EXHIBIT 67**



Ken Scudder <[REDACTED]>

**Fwd: My contact info**

10 messages

Kevin Franck <[REDACTED]> Thu, Jul 9, 2015 at 9:29 AM  
To: Ken Scudder <[REDACTED]>

Can you touch base with these folks to do the computer check they want?

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

From: Gabe Piscione <[REDACTED]@huffingtonpost.com>  
Date: Wed, Jul 8, 2015 at 4:22 PM  
Subject: Re: My contact info  
To: Basel Hamdan <[REDACTED]@huffingtonpost.com>  
Cc: Kevin Franck <[REDACTED]>, "Samara Mackereth (HuffPost Live)" <[REDACTED]@huffingtonpost.com>

Hi Kevin,

Thanks for helping us set up Rep. Grayson's appearance tomorrow. Would you or Rep. Grayson be available to run a webcam test at 9:45amET tomorrow morning? If not, please let me know when works best.

Additionally, would you prefer to use Google Hangouts (I can send instructions if needed) or Skype? Either is fine for us.

Thanks,

On Wed, Jul 8, 2015 at 2:47 PM, Basel Hamdan <[REDACTED]@huffingtonpost.com> wrote:  
Thanks, Kevin.

Adding my colleagues Samara and Gabe who will send webcam instructions. We'll need to test the webcam in advance of tomorrow's 10:40am ET live hit with Rep. Grayson...

On Wed, Jul 8, 2015 at 2:26 PM, Kevin Franck <[REDACTED]> wrote:

Kevin Franck  
617-[REDACTED]

Basel Hamdan  
News Director, HuffPost Live  
Twitter: [REDACTED]  
Mobile: [REDACTED]

**Gabriel Vincant Piscione**

Associate Producer | HuffPost Live

(732) [REDACTED]

--  
Kevin Franck  
817-[REDACTED]

---

**Ken Scudder** <[REDACTED]> Thu, Jul 9, 2015 at 9:49 AM  
To: Kevin Franck <[REDACTED]>

We're going to use the Congressman's laptop, so not sure exactly how to do it while he's there...  
[Quoted text hidden]

Ken Scudder  
*Writer, Communications Trainer, Crisis Communication Consultant, Message Development Expert*

---

**Kevin Franck** <[REDACTED]> Thu, Jul 9, 2015 at 9:52 AM  
To: Ken Scudder <[REDACTED]>

come in in 5. He should be done.  
[Quoted text hidden]

Kevin Franck  
817-[REDACTED]

---

**Ken Scudder** <[REDACTED]> Thu, Jul 9, 2015 at 9:53 AM  
To: Kevin Franck <[REDACTED]>

k  
[Quoted text hidden]

---

**Ken Scudder** <[REDACTED]> Thu, Jul 9, 2015 at 9:55 AM  
To: [REDACTED] <[REDACTED]@huffingtonpost.com>  
Cc: [REDACTED] <[REDACTED]@huffingtonpost.com>, Kevin Franck <[REDACTED]>, [REDACTED] <[REDACTED]@huffingtonpost.com>

Hi Gabriel,

We should be able to run one in 5-10 minutes. He can do either Skype or Google Hangouts (Skype may be easier). How shall we set it up?

Ken

[Quoted text hidden]  
--  
Ken Scudder  
*Writer, Communications Trainer, Crisis Communication Consultant, Message Development Expert*

---

Gabe Piscione <[REDACTED]@huffingtonpost.com> Thu, Jul 9, 2015 at 9:57 AM  
 To: Ken Scudder <[REDACTED]>  
 Cc: Basel Hamdan <[REDACTED]@huffingtonpost.com>, Kevin Franck <[REDACTED]>, Samara Mackereth <[REDACTED]@huffingtonpost.com>

Hi Ken,

Sounds good. What is the Skype name you'll be using? I can send a request there and could you in 10 min if that works.

Thanks,  
[Quoted text hidden]

---

Ken Scudder <[REDACTED]> Thu, Jul 9, 2015 at 10:09 AM  
 To: Gabe Piscione <[REDACTED]@huffingtonpost.com>  
 Cc: Basel Hamdan <[REDACTED]@huffingtonpost.com>, Kevin Franck <[REDACTED]>, Samara Mackereth <[REDACTED]@huffingtonpost.com>

Sorry. Waiting for the Congressman to get off a call so I can get it from you.

[Quoted text hidden]

---

Gabe Piscione <[REDACTED]@huffingtonpost.com> Thu, Jul 9, 2015 at 10:10 AM  
 To: Ken Scudder <[REDACTED]>  
 Cc: Basel Hamdan <[REDACTED]@huffingtonpost.com>, Kevin Franck <[REDACTED]>, Samara Mackereth <[REDACTED]@huffingtonpost.com>

Ok, no worries. Let me know as soon as you do. Thanks!  
[Quoted text hidden]

---

Ken Scudder <[REDACTED]> Thu, Jul 9, 2015 at 10:28 AM  
 To: Gabe Piscione <[REDACTED]@huffingtonpost.com>  
 Cc: Basel Hamdan <[REDACTED]@huffingtonpost.com>, Kevin Franck <[REDACTED]>, Samara Mackereth <[REDACTED]@huffingtonpost.com>

Repgrayson is the name

[Quoted text hidden]

---

Gabe Piscione <[REDACTED]@huffingtonpost.com> Thu, Jul 9, 2015 at 10:30 AM  
 To: Ken Scudder <[REDACTED]>  
 Cc: Basel Hamdan <[REDACTED]@huffingtonpost.com>, Kevin Franck <[REDACTED]>, Samara Mackereth <[REDACTED]@huffingtonpost.com>

Just sent a request. Once you add me, we'll be able to test. Thanks!  
[Quoted text hidden]

# **EXHIBIT 68**

FEC FORM 3

REPORT OF RECEIPTS AND DISBURSEMENTS For An Authorized Committee

Office Use Only

1. NAME OF COMMITTEE (in full) TYPE OR PRINT Example: If typing, type over the lines. 12FE4M5 Committee to Elect Alan Grayson

ADDRESS (number and street) PO Box 533616 Orlando FL 32853-3616

X Check if different than previously reported. (ACC)

2. FEC IDENTIFICATION NUMBER C C00424713 3. IS THIS REPORT X NEW (N) OR AMENDED (A) CITY STATE ZIP CODE STATE DISTRICT FL 09

4. TYPE OF REPORT (Choose One) (a) Quarterly Reports: X April 15 Quarterly Report (Q1) July 15 Quarterly Report (Q2) October 15 Quarterly Report (Q3) January 31 Year-End Report (YE) Termination Report (TER)

(b) 12-Day PRE-Election Report for the: Primary (12P) General (12G) Runoff (12R) Convention (12C) Special (12S) Election on MM/DD/YYYYY in the State of (c) 30-Day POST-Election Report for the: General (30G) Runoff (30R) Special (30S) Election on MM/DD/YYYYY in the State of

5. Covering Period 01/01/2015 through 03/31/2015

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

Type or Print Name of Treasurer Carla Coleman

Signature of Treasurer Carla Coleman [Electronically Filed] Date 04/15/2015

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. §437g.

Office Use Only table with 8 columns and 1 row. FEC FORM 3 (Revised 02/2003)

FE5AN018

**SCHEDULE B (FEC Form 3)  
ITEMIZED DISBURSEMENTS**

Use separate schedule(s) for each category of the Detailed Summary Page	FOR LINE NUMBER: (check only one)		PAGE 354 OF 433	
	<input checked="" type="checkbox"/> 17	<input type="checkbox"/> 18	<input type="checkbox"/> 19a	<input type="checkbox"/> 19b
	<input type="checkbox"/> 20a	<input type="checkbox"/> 20b	<input type="checkbox"/> 20c	<input type="checkbox"/> 21

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.

NAME OF COMMITTEE (in Full)  
**Committee to Elect Alan Grayson**

Full Name (Last, First, Middle Initial) <b>A. American Express</b>		Date of Disbursement MM / DD / YYYY 02 / 11 / 2015
Mailing Address PO Box 360002		
City Ft Lauderdale	State FL	Zip Code 33336-0002
Purpose of Disbursement CREDIT CARD PAYMENT: SEE BELOW	Category/ Type 001	Amount of Each Disbursement this Period 36248.8
Candidate Name		Transaction ID : B-E-415811
Office Sought: <input type="checkbox"/> House <input type="checkbox"/> Senate <input type="checkbox"/> President	Disbursement For: 2016 <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	Original vendors exceeding reporting threshold itemized as memo transactions.
State: District:		

Full Name (Last, First, Middle Initial) <b>B. Yahoo</b>		Date of Disbursement MM / DD / YYYY 02 / 11 / 2015
Mailing Address 701 First Avenue		
City Sunnyvale	State CA	Zip Code 94089-1019
Purpose of Disbursement Advertising	Category/ Type 004	Amount of Each Disbursement this Period 40.94
Candidate Name		Transaction ID : B-S-4261
Office Sought: <input type="checkbox"/> House <input type="checkbox"/> Senate <input type="checkbox"/> President	Disbursement For: 2016 <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	[MEMO ITEM] Subitemization of American Express(02/11/15)
State: District:		

Full Name (Last, First, Middle Initial) <b>C. Amtrak</b>		Date of Disbursement MM / DD / YYYY 02 / 11 / 2015
Mailing Address 50 Massachusetts Avenue NE		
City Washington	State DC	Zip Code 20002-4214
Purpose of Disbursement Train Transportation	Category/ Type 002	Amount of Each Disbursement this Period 96.18
Candidate Name		Transaction ID : B-S-4269
Office Sought: <input type="checkbox"/> House <input type="checkbox"/> Senate <input type="checkbox"/> President	Disbursement For: 2016 <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	[MEMO ITEM] Subitemization of American Express(02/11/15)
State: District:		

SUBTOTAL of Disbursements This Page (optional).....	36248.80
TOTAL This Period (last page this line number only).....	



**SCHEDULE B (FEC Form 3)  
ITEMIZED DISBURSEMENTS**

Use separate schedule(s) for each category of the Detailed Summary Page	FOR LINE NUMBER: (check only one)	PAGE 355 OF 433
	<input checked="" type="checkbox"/> 17 <input type="checkbox"/> 20a	<input type="checkbox"/> 18 <input type="checkbox"/> 20b
	<input type="checkbox"/> 19b <input type="checkbox"/> 21	

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.

NAME OF COMMITTEE (in Full)  
Committee to Elect Alan Grayson

Full Name (Last, First, Middle Initial) <b>A. US Airways</b>		Date of Disbursement MM / DD / YYYY 02 / 11 / 2015
Mailing Address 4000 E Sky Harbor Boulevard		Amount of Each Disbursement this Period 596.2
City Phoenix	State AZ	
Zip Code 85034-3802	Purpose of Disbursement Airfare	Transaction ID : B-S-4268
Candidate Name	002 Category/ Type	
Office Sought: <input type="checkbox"/> House <input type="checkbox"/> Senate <input type="checkbox"/> President	Disbursement For: 2016 <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	[MEMO ITEM] Subitemization of American Express(02/11/15)
State: District:		

Full Name (Last, First, Middle Initial) <b>B. Printmeisters</b>		Date of Disbursement MM / DD / YYYY 02 / 11 / 2015
Mailing Address 10732 William Tell Drive		Amount of Each Disbursement this Period 11901.59
City Orlando	State FL	
Zip Code 32821-8764	Purpose of Disbursement Printing	Transaction ID : B-S-4264
Candidate Name	001 Category/ Type	
Office Sought: <input type="checkbox"/> House <input type="checkbox"/> Senate <input type="checkbox"/> President	Disbursement For: 2016 <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	[MEMO ITEM] Subitemization of American Express(02/11/15)
State: District:		

Full Name (Last, First, Middle Initial) <b>C. Quad Cities Bandits</b>		Date of Disbursement MM / DD / YYYY 02 / 11 / 2015
Mailing Address 209 S Gaines Street		Amount of Each Disbursement this Period 21798.91
City Davenport	State IA	
Zip Code 52802-1403	Purpose of Disbursement Advertising	Transaction ID : B-S-4265
Candidate Name	004 Category/ Type	
Office Sought: <input type="checkbox"/> House <input type="checkbox"/> Senate <input type="checkbox"/> President	Disbursement For: 2016 <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	[MEMO ITEM] Subitemization of American Express(02/11/15)
State: District:		

SUBTOTAL of Disbursements This Page (optional).....	0.00
TOTAL This Period (last page this line number only).....	

**SCHEDULE B (FEC Form 3)  
ITEMIZED DISBURSEMENTS**

Use separate schedule(s) for each category of the Detailed Summary Page	FOR LINE NUMBER: (check only one)	PAGE 356 OF 433
	<input checked="" type="checkbox"/> 17 <input type="checkbox"/> 18 <input type="checkbox"/> 19a <input type="checkbox"/> 19b <input type="checkbox"/> 20a <input type="checkbox"/> 20b <input type="checkbox"/> 20c <input type="checkbox"/> 21	

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.

NAME OF COMMITTEE (in Full)  
Committee to Elect Alan Grayson

Full Name (Last, First, Middle Initial) <b>A. Boost Mobile</b>		Date of Disbursement MM / DD / YYYY 02 / 11 / 2015
Mailing Address 2157 Americana Boulevard		Amount of Each Disbursement this Period 95.89
City Orlando	State FL	Zip Code 32839-2174
Purpose of Disbursement Telephone	001	Category/Type
Candidate Name	Transaction ID : B-S-4270	
Office Sought: <input type="checkbox"/> House <input type="checkbox"/> Senate <input type="checkbox"/> President	Disbursement For: 2016	[MEMO ITEM]
	<input checked="" type="checkbox"/> Primary <input type="checkbox"/> General	Subitemization of American Express(02/11/15)
	<input type="checkbox"/> Other (specify)	
State: District:		

Full Name (Last, First, Middle Initial) <b>B. Piery Interactive</b>		Date of Disbursement MM / DD / YYYY 02 / 11 / 2015
Mailing Address 1791 Broadway Street Suite 203		Amount of Each Disbursement this Period 569.04
City Redwood City	State CA	Zip Code 94063-2487
Purpose of Disbursement Online Advertising	004	Category/Type
Candidate Name	Transaction ID : B-S-4259	
Office Sought: <input type="checkbox"/> House <input type="checkbox"/> Senate <input type="checkbox"/> President	Disbursement For: 2016	[MEMO ITEM]
	<input checked="" type="checkbox"/> Primary <input type="checkbox"/> General	Subitemization of American Express(02/11/15)
	<input type="checkbox"/> Other (specify)	
State: District:		

Full Name (Last, First, Middle Initial) <b>C. Amazon.com</b>		Date of Disbursement MM / DD / YYYY 02 / 11 / 2015
Mailing Address 1516 2nd Avenue		Amount of Each Disbursement this Period 721.11
City Seattle	State WA	Zip Code 98101-1543
Purpose of Disbursement Computer Equipment	001	Category/Type
Candidate Name	Transaction ID : B-S-4263	
Office Sought: <input type="checkbox"/> House <input type="checkbox"/> Senate <input type="checkbox"/> President	Disbursement For: 2016	[MEMO ITEM]
	<input checked="" type="checkbox"/> Primary <input type="checkbox"/> General	Subitemization of American Express(02/11/15)
	<input type="checkbox"/> Other (specify)	
State: District:		

SUBTOTAL of Disbursements This Page (optional).....	0.00
TOTAL This Period (last page this line number only).....	

**THIS PAGE INTENTIONALLY**

**LEFT BLANK**

**RepGrayson\_00000005**

THAG\_0005  
15-6530\_0895

# **EXHIBIT 69**

**Doug Dodson**

---

**From:** Kevin <[REDACTED]>  
**Sent:** Friday, July 10, 2015 3:50 PM  
**To:** Doug Dodson  
**Subject:** Fwd: Grayson Announcement

Jesus he's going to admit we broke the rules. This is going to be next weeks controversy.

Sent from my iPhone

Begin forwarded message:

**From:** Ken Scudder <[REDACTED]>  
**Date:** July 10, 2015 at 3:15:59 PM EDT  
**To:** Kevin <[REDACTED]>  
**Subject:** Re: Grayson Announcement

FYI, about 3:45 I'm sending her statement that says that interview done in his office because of busy schedule including last-second votes, used campaign computer, it won't happen again. And then same answers on Carla at hedge fund.

On Fri, Jul 10, 2015 at 12:10 PM, Kevin <[REDACTED]> wrote:  
Ok. I disagree with that strategy, but you can handle it on the official side.

Sent from my iPhone

On Jul 10, 2015, at 11:52 AM, Ken Scudder <[REDACTED]> wrote:

Yes she will. She'll have allegations against him and a line about "Grayson's office and campaign refused to comment on these latest allegations." Which makes him look like he's ducking because he's guilty.

On Fri, Jul 10, 2015 at 11:50 AM, Kevin Franck <[REDACTED]> wrote:  
Can we just not respond? She won't have anything to report if we don't.

On Fri, Jul 10, 2015 at 11:49 AM, Ken Scudder <[REDACTED]> wrote:

Was just going to email you about it. Yeah. Spoke briefly with her. She's working on it for 5p story.

2nd one we can use same response we sent to Free Beacon.

For 1st one she asked if ethics violation. I'm 90% sure it's not.

On Fri, Jul 10, 2015, 11:46 AM Kevin Franck <[REDACTED]> wrote:  
Did you get this one too? I want to slow walk this since it will be Friday afternoon soon.

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

From: Christina Jensen <[REDACTED]>

Date: Fri, Jul 10, 2015 at 11:36 AM

Subject: Grayson Announcement

To: [REDACTED] <[REDACTED]>

Hi Kevin,

We wanted to check in on a couple things. Yesterday, it looked like Grayson did his announcement for HuffPost live from his House office. What is his explanation for that?

Also, there's a story in the Free Beacon about a staffer also working for his hedge fund. Why should voters trust this isn't a conflict of interest or resources?

Thank you,

Tina Jensen

-----  
Kevin Franck  
[REDACTED]

-----  
Kevin Franck  
[REDACTED]

-----  
Ken Scudder

*Writer, Communications Trainer, Crisis Communication Consultant, Message Development Expert*

Ken Scudder

*Writer, Communications Trainer, Crisis Communication Consultant, Message Development Expert*

# **EXHIBIT 70**



**Doug Dodson**

---

**From:** Kevin Franck <[REDACTED]>  
**Sent:** Friday, July 10, 2015 4:15 PM  
**To:** Ken Scudder  
**Subject:** Re: Grayson Announcement

I just have to reiterate to you that that is a terrible idea. Please just think two or three moves ahead.

This reporter didn't come to this suspicion on her own. Murphy's people pushed it. They'll notice a story that runs saying we admitted to breaking the law. Then they'll circulate to every reporter covering this race - 10 of whom interviewed AMG yesterday via the Capitol switch board with me sitting in the room.

They probably can't even confirm that it's his office in the shot unless we confirm it for them. Did you look back at the video to see if there's anything besides the flags visible. Or, did he say he was in his office?

There are other ways to handle this that leave us less exposed.

On Fri, Jul 10, 2015 at 4:02 PM, Ken Scudder <[REDACTED]> wrote:  
Got no choice - rules are pretty clear on it. Should not have happened. Admit it, take the hit now, and don't fight it for 15 months.

On Fri, Jul 10, 2015 at 4:00 PM, Kevin Franck <[REDACTED]> wrote:  
It sounds like you're going to admit we broke the rules, but promise not to do it again.

On Fri, Jul 10, 2015 at 3:48 PM, Ken Scudder <[REDACTED]> wrote:  
Wow what?

On Fri, Jul 10, 2015 at 3:47 PM, Kevin <[REDACTED]> wrote:  
Wow

Sent from my iPhone

On Jul 10, 2015, at 3:15 PM, Ken Scudder <[REDACTED]> wrote:

FYI, about 3:45 I'm sending her statement that says that interview done in his office because of busy schedule including last-second votes, used campaign computer, it won't happen again. And then same answers on Carla at hedge fund.

On Fri, Jul 10, 2015 at 12:10 PM, Kevin <[REDACTED]> wrote:  
Ok. I disagree with that strategy, but you can handle it on the official side.

Sent from my iPhone

On Jul 10, 2015, at 11:52 AM, Ken Scudder <[REDACTED]> wrote:

Yes she will. She'll have allegations against him and a line about "Grayson's office and campaign refused to comment on these latest allegations." Which makes him look like he's ducking because he's guilty.

On Fri, Jul 10, 2015 at 11:50 AM, Kevin Franck <[REDACTED]> wrote:  
Can we just not respond? She won't have anything to report if we don't.

On Fri, Jul 10, 2015 at 11:49 AM, Ken Scudder <[REDACTED]> wrote:

Was just going to email you about it. Yeah. Spoke briefly with her. She's working on it for 5p story.

2nd one we can use same response we sent to Free Beacon.

For 1st one she asked if ethics violation. I'm 90% sure it's not.

On Fri, Jul 10, 2015, 11:46 AM Kevin Franck <[REDACTED]> wrote:  
Did you get this one too? I want to slow walk this since it will be Friday afternoon soon.

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

From: Christina Jensen <[REDACTED]>  
Date: Fri, Jul 10, 2015 at 11:36 AM  
Subject: Grayson Announcement  
To: "[REDACTED]" <[REDACTED]>

Hi Kevin,

We wanted to check in on a couple things. Yesterday, it looked like Grayson did his announcement for HuffPost live from his House office. What is his explanation for that?

Also, there's a story in the Free Beacon about a staffer also working for his hedge fund. Why should voters trust this isn't a conflict of interest or resources?

Thank you,

Tina Jensen

--  
Kevin Franck  
[REDACTED]

--  
Kevin Franck  
[REDACTED]

--  
Ken Scudder  
*Writer, Communications Trainer, Crisis Communication Consultant, Message Development Expert*

--  
Ken Scudder  
*Writer, Communications Trainer, Crisis Communication Consultant, Message Development Expert*

--  
Ken Scudder  
*Writer, Communications Trainer, Crisis Communication Consultant, Message Development Expert*

--  
Kevin Franck  
[REDACTED]

--  
Ken Scudder  
*Writer, Communications Trainer, Crisis Communication Consultant, Message Development Expert*

Kevin Franck



# **EXHIBIT 71**

**Tagen, Julie**

---

**From:** Scudder, Ken  
**Sent:** Friday, July 10, 2015 3:32 PM  
**To:** [REDACTED]@foxtv.com  
**Subject:** Answers to your questions

Hi Tina,

Here's our reply to your questions:

Because of the hectic schedule yesterday, including the last-second calling of lengthy votes about the use of the Confederate flag on federal grounds, the interview was done in the Congressman's office. There was no alternative. The interview was done on a campaign computer, and there was no attempt to misuse government funds or resources. The Congressman will not do any more interviews in his government office regarding his campaign for the US Senate.

Ms. Coleman has a part-time position with the Fund and is paid by the Fund. This job is completely separate from her responsibilities in Rep. Grayson's Washington DC Congressional office. Her administrative duties for the hedge fund are not performed in the congressional office, and she does not use any congressional office resources when performing those duties. There is no conflict of interest of any kind. She is not "senior staff" under the Ethics Reform Act, and therefore she is allowed to do any outside work.

Thanks!

Ken

**Ken Scudder**  
**Communications Director**  
**Office of Congressman Alan Grayson (D-FL09)**  
**303 Cannon HOB**  
**Washington, DC 20515**  
**(202) [REDACTED]**  
**(cell) [REDACTED]**

# **EXHIBIT 72**

**Tagen, Julie**

---

**From:** Alan Grayson <[REDACTED]@glctr.net>  
**Sent:** Friday, July 10, 2015 1:47 PM  
**To:** Scudder, Ken  
**Cc:** Tagen, Julie; Bagby, David  
**Subject:** RE: Statement on HuffPo Live interview

Because of the hectic schedule yesterday, including the last-second calling of lengthy votes about the use of the Confederate flag on federal grounds, the interview was done in the Congressman's office. There was no alternative. The interview was done on a campaign computer, and there was no attempt to misuse government funds or resources. The Congressman will not do any more interviews in his government office regarding his campaign for the US Senate.

---

**From:** Scudder, Ken [mailto:[REDACTED]@mail.house.gov]  
**Sent:** Friday, July 10, 2015 1:39 PM  
**To:** Alan Grayson  
**Cc:** Tagen, Julie; Bagby, David  
**Subject:** Statement on HuffPo Live interview

Because of the hectic schedule yesterday, including the last-second calling of votes about the use of the Confederate flag on federal grounds, the interview was done in the Congressman's office. The interview was done on a campaign computer, and there was no attempt to misuse government funds or resources. The Congressman will not do any more interviews in his government office about his campaign for the US Senate.

Ken

**Ken Scudder**  
Communications Director  
Office of Congressman Alan Grayson (D-FL09)  
303 Cannon HOB  
Washington, DC 20515  
(202) [REDACTED]  
(cell) [REDACTED]



# **EXHIBIT 73**

**Doug Dodson**

---

**From:** Alan Grayson <[REDACTED]@gkctr.net>  
**Sent:** Wednesday, July 15, 2015 10:38 AM  
**To:** Ken Scudder; Doug Dodson  
**Cc:** Kevin Franck; Julie Tegen; National Finance Director  
**Subject:** RE: Ethics questions surround Senate candidate Alan Grayson - FOX 13 News

Me too.

**From:** Ken Scudder [mailto:[REDACTED]]  
**Sent:** Wednesday, July 15, 2015 10:29 AM  
**To:** Doug Dodson  
**Cc:** Kevin Franck; Julie Tegen; Alan Grayson; National Finance Director  
**Subject:** Re: Ethics questions surround Senate candidate Alan Grayson - FOX 13 News

I should have questioned it as well.

On Wed, Jul 15, 2015 at 10:14 AM, Doug Dodson <[REDACTED]> wrote:  
<http://www.myfoxtampabay.com/story/29539325/ethics-questions-surround-senate-candidate-alan-grayson>

This is my fault I questioned during it in the office the night before announcement day. I should have spoke louder and not let it happen. This is squarely on me.

Sent via the Samsung Galaxy Note® 4, an AT&T 4G LTE smartphone

--  
Ken Scudder

*Writer, Communications Trainer, Crisis Communication Consultant, Message Development Expert*

# **EXHIBIT 74**

**Eisner, Helen**

---

**From:** Victor Kubli <[REDACTED]>  
**Sent:** Monday, September 21, 2015 10:46 AM  
**To:** Eisner, Helen  
**Subject:** RE: Re:

Helen,

I received a call from Mr. Grayson and he was aware (assumed) that you contacted me because you had contacted Alisa Roberts. At first I did not admit this but I could not and will not lie to him. He stated that he is not waiving any privilege or other rights he has in his or his clients' old files and emails and that you should contact him to discuss turning over the old computer for repair. Frankly I prefer it this way, because I certainly do not want to be put in the position of making judgment calls affecting his claimed rights. I will wait for further instruction from you and him with regard to the computer. I have some additional documents that I will be sending you early this week.

Victor A. Kubli  
Law Office of Victor A. Kubli, P.C.  
[REDACTED]  
Kubli-Law.Com

---

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
|  
[REDACTED]  
[REDACTED]  
[REDACTED]  
|  
[REDACTED]

---

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
|  
[REDACTED]  
[REDACTED]  
|  
[REDACTED]  
|  
[REDACTED]