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Gmail - Invitation: Finance Meeting @ Wed Jan 7, 2015 10am - 12pm (mike@barklageandknodell.com)

Gr	nail	Michael Hafner <			
nvitation: mike@	Finance Meeting @ Wed Jan 7, 20 .com)	15 10am - 12pm			
eply-To: Eric o: "mike	<egreitens@missioncontinues.org> Greitens <egreitens@missioncontinues.org> com'' <mike@ nsgroup.com></mike@ </egreitens@missioncontinues.org></egreitens@missioncontinues.org>	Tue, Jan 6, 2015 at 1:57 Pl com>, "dlaub@greitensgroup.com"			
Finance When Video call	Meeting Wed Jan 7, 2015 10am – 12pm Central Time https://plus.google.com/hangouts/_/missioncontinu	more details »			
Calendar Who	 mike@com Eric Greitens - creator dlaub@greitensgroup.com 	ies.org/diado-mike			
Going? Ye	 mike@com s - Maybe - No more options » 				
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Gmail - Donor lists

🖌 Gmail

Michael Hafner

Tue, Jan 6, 2015 at 2:01 PM

Donor lists

Krystal Taylor <ktaylor@greitensgroup.com> To: Danny Laub <dlaub@greitensgroup.com>, Michael Hafner <mike

All donors 1k total and up - The Mission Continues list EG fnce prospects - Mason Fink's list Fundraising tacker list - our internal list (Danny has access to updated google doc.) Schweich list - Steve Michael sent over many months ago

Krystal Taylor Vice President The Greitens Group Direct: 314-833-6269

4 attachments

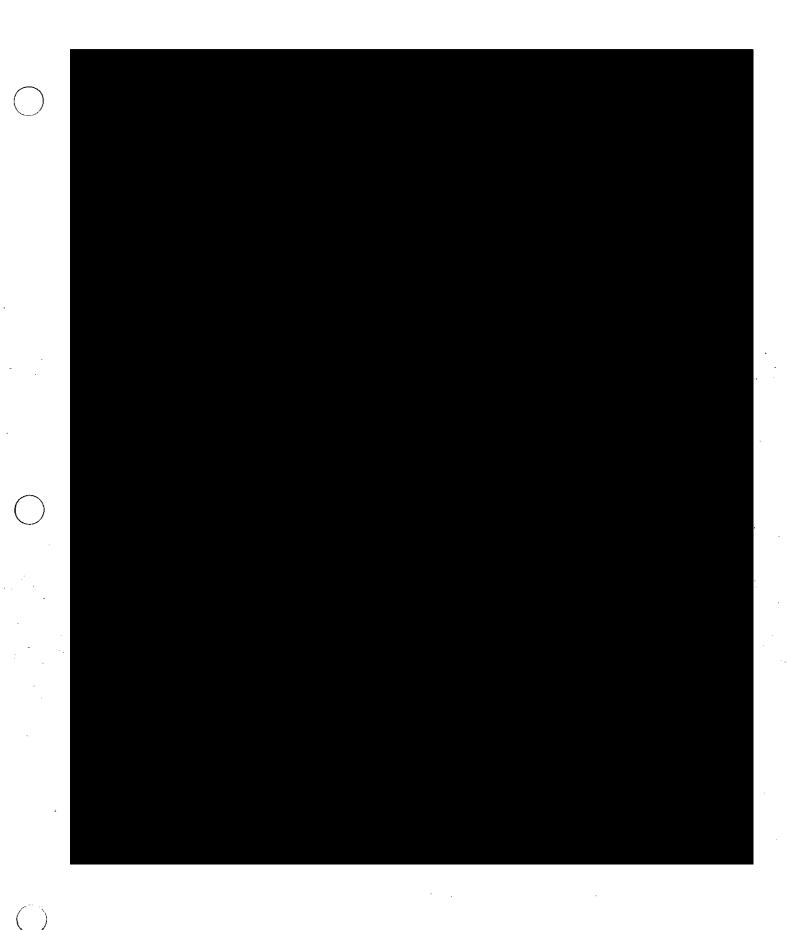
All donors 1K total and up - as of 5-7-14.xlsx 71K

到 EG fnce prospects 061714.xlsx 68K

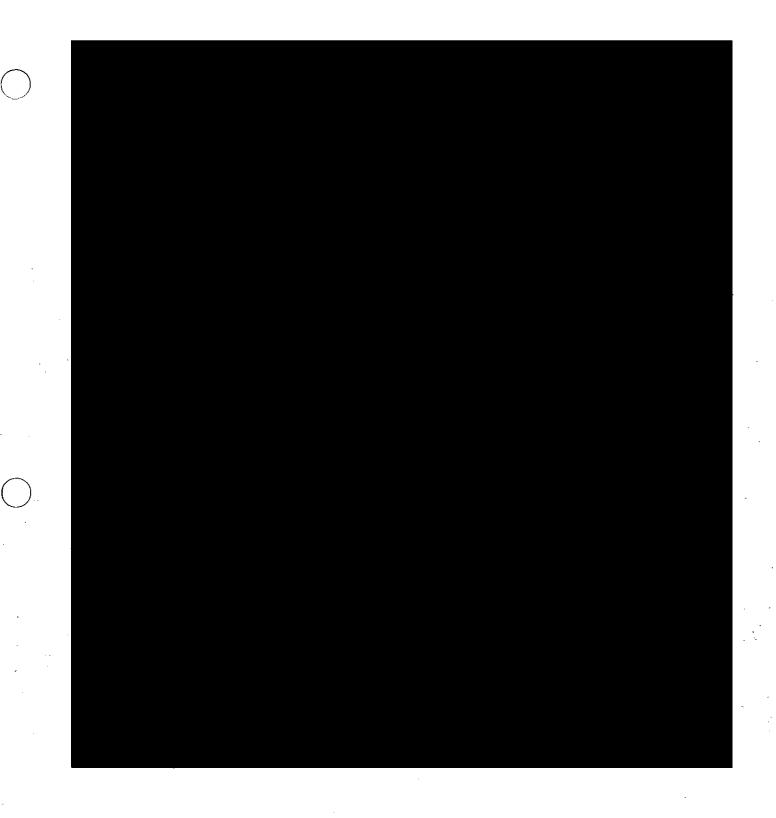
P Fundraising Tracker - as of Oct 10. 2014.pdf 67K

Schweich list.xlsx
 489K

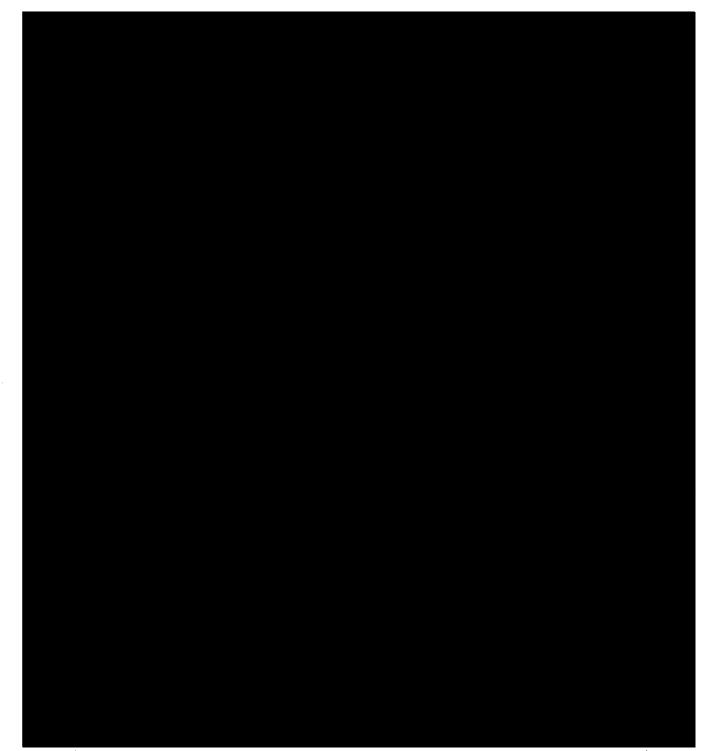
Attachment No. 1 to email from Krystal Taylor, January 6, 2015

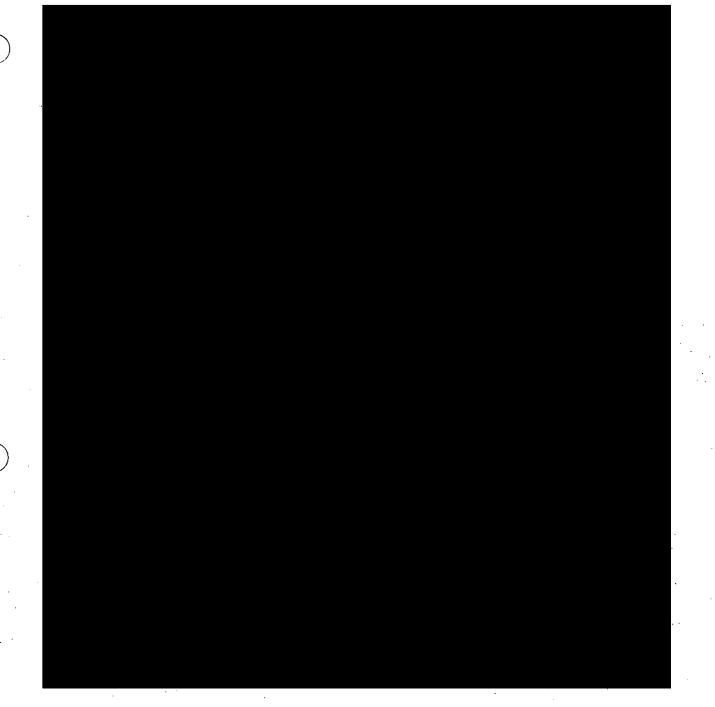


Page 4 of 24



Page 5 of 24

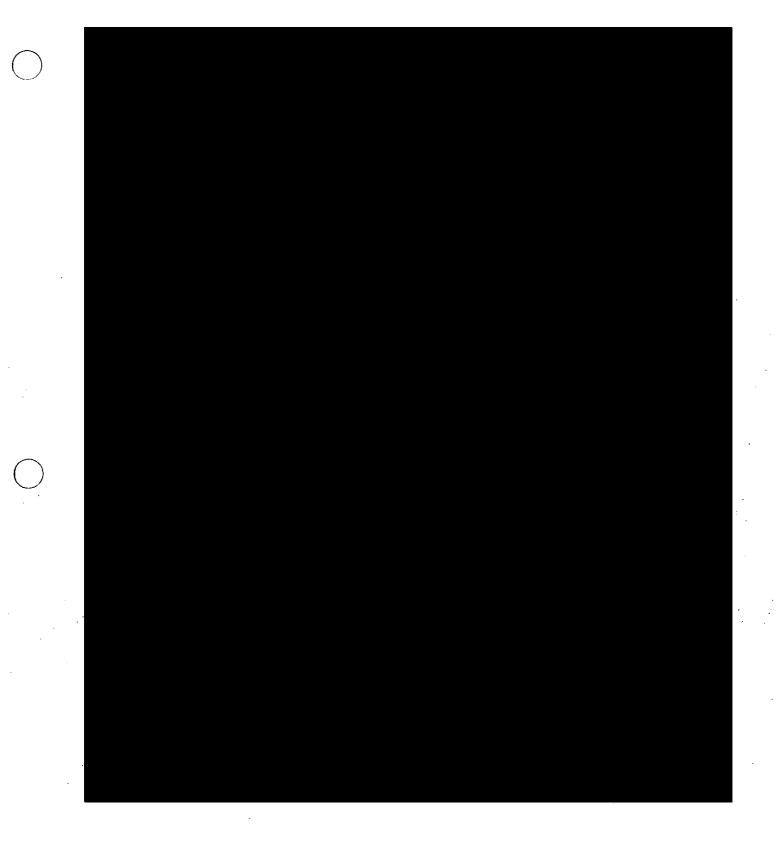


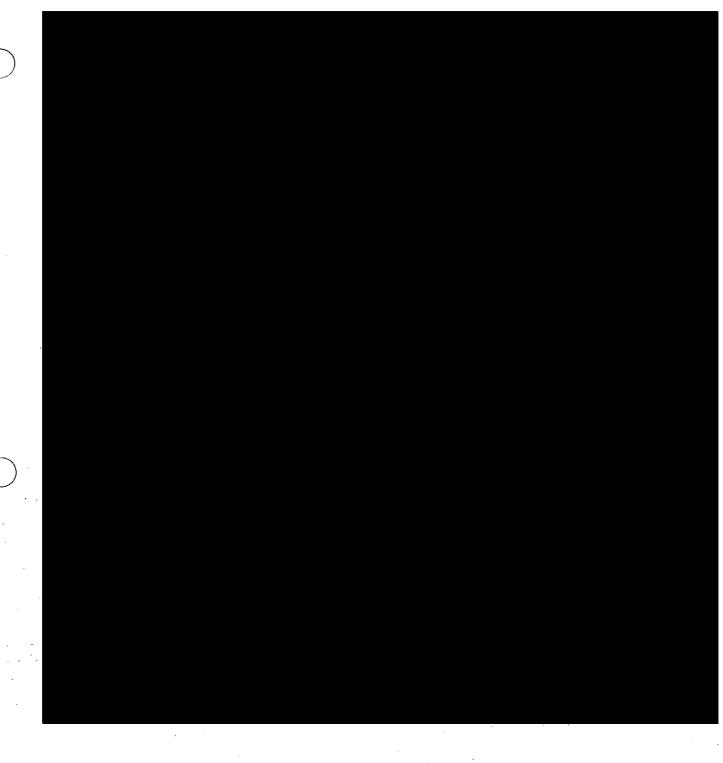


Page 7 of 24



Page 8 of 24



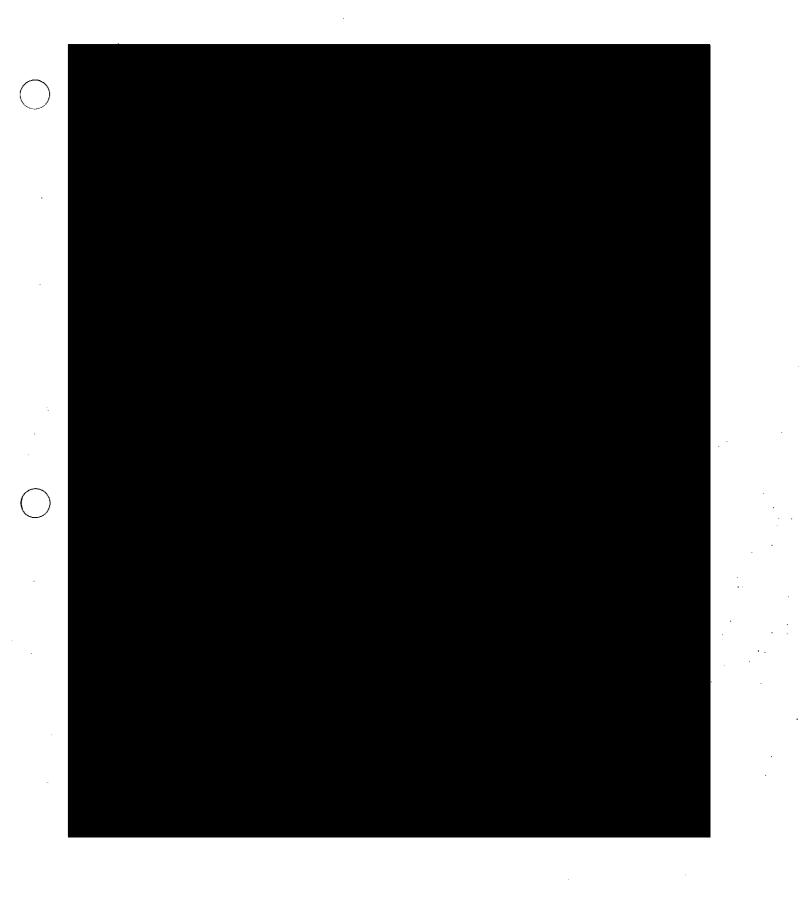


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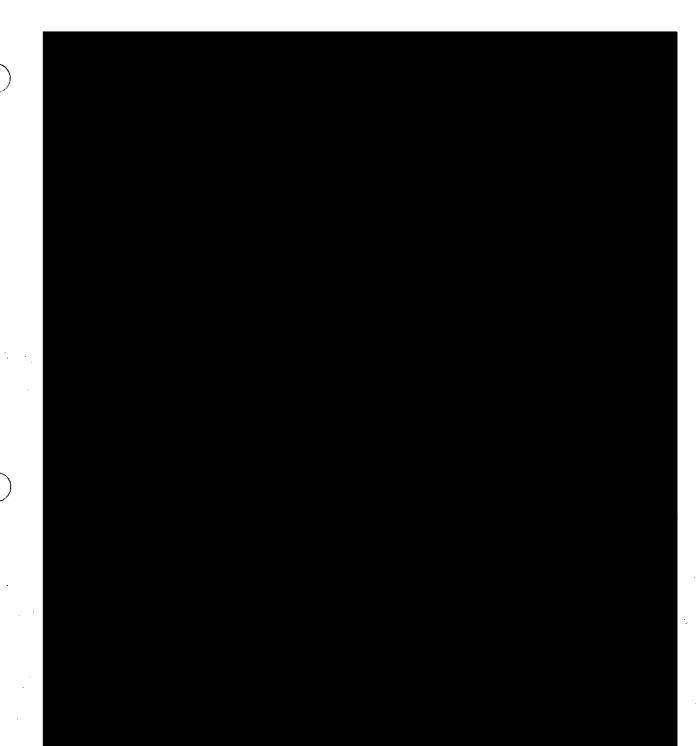


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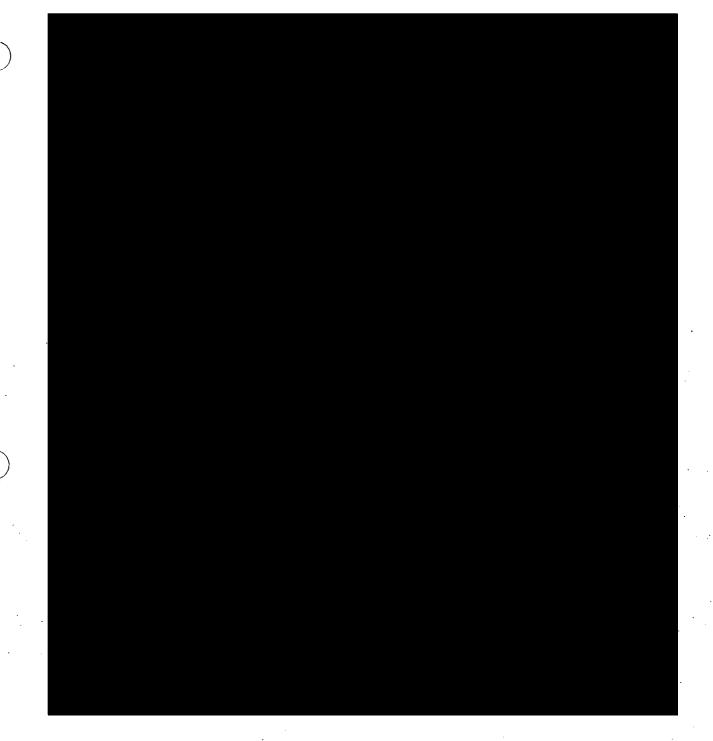
Page 11 of 24



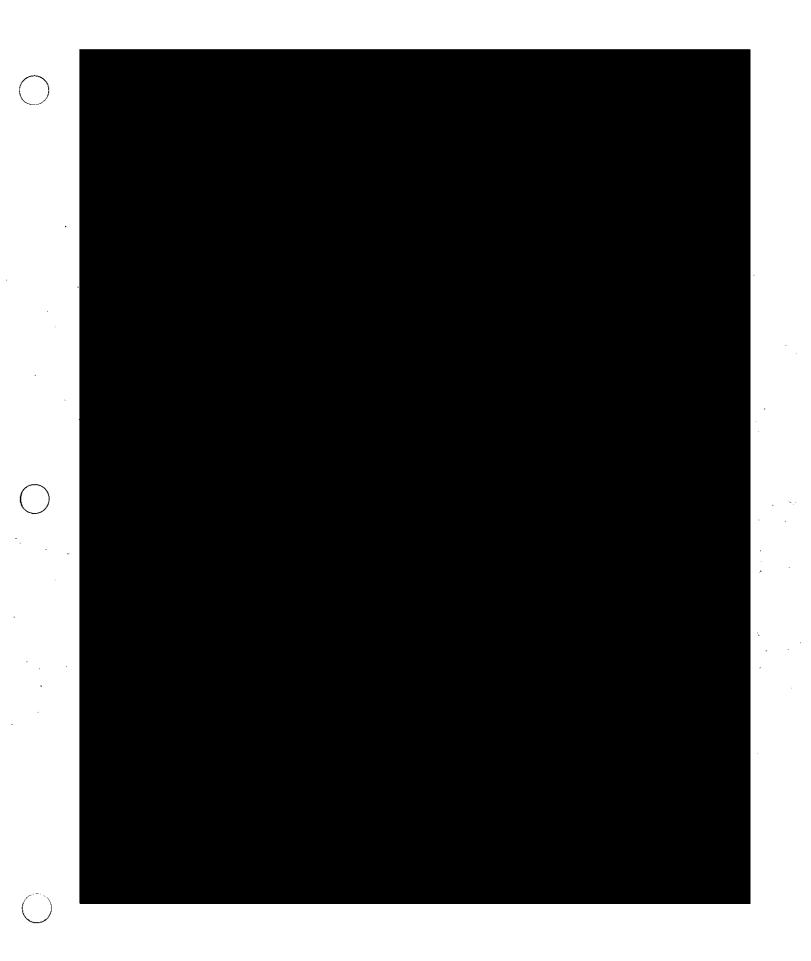
Page 12 of 24

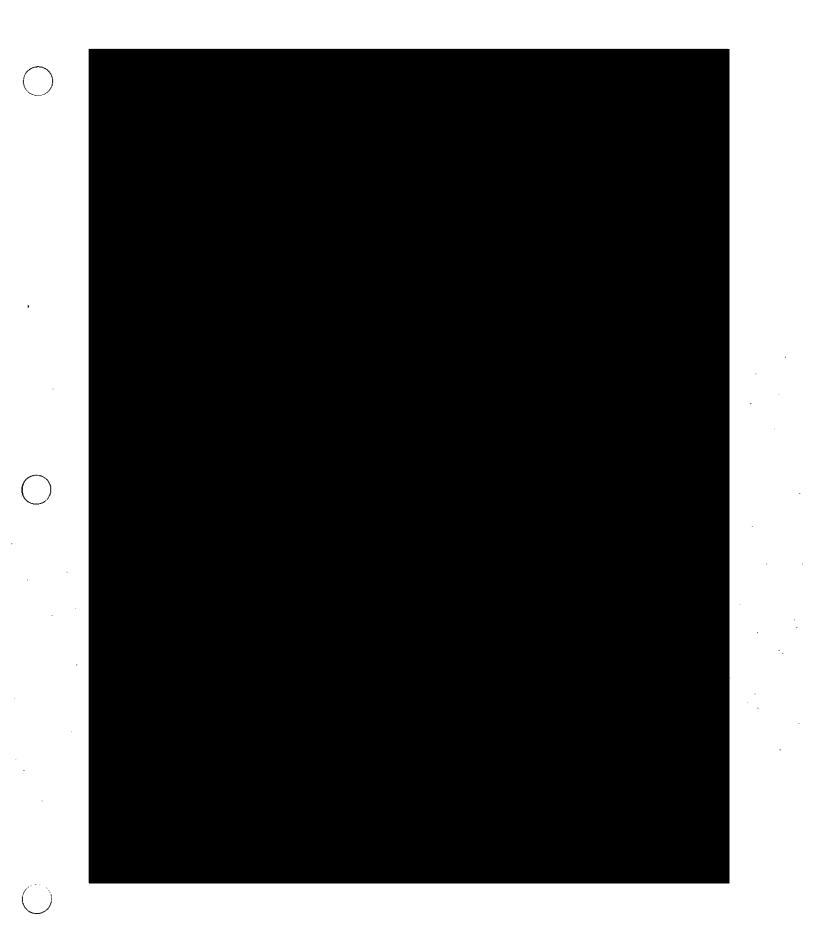


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Attachment No. 2 to email from Krystal Taylor, January 6, 2015





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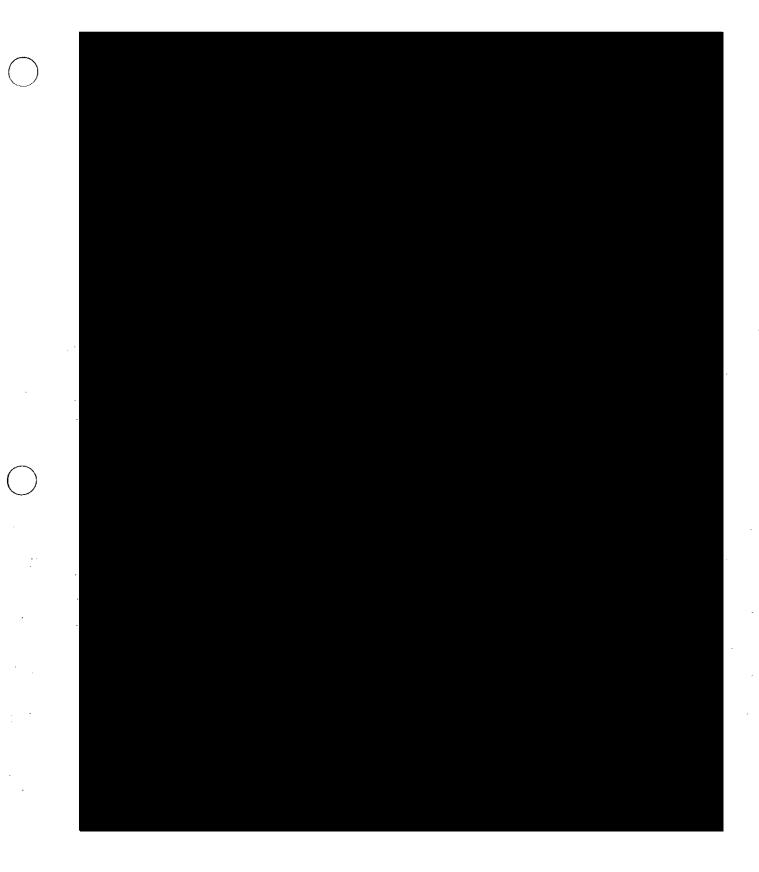
Page 19 of 24

Attachment No. 3 to email from Krystal Taylor, January 6, 2015

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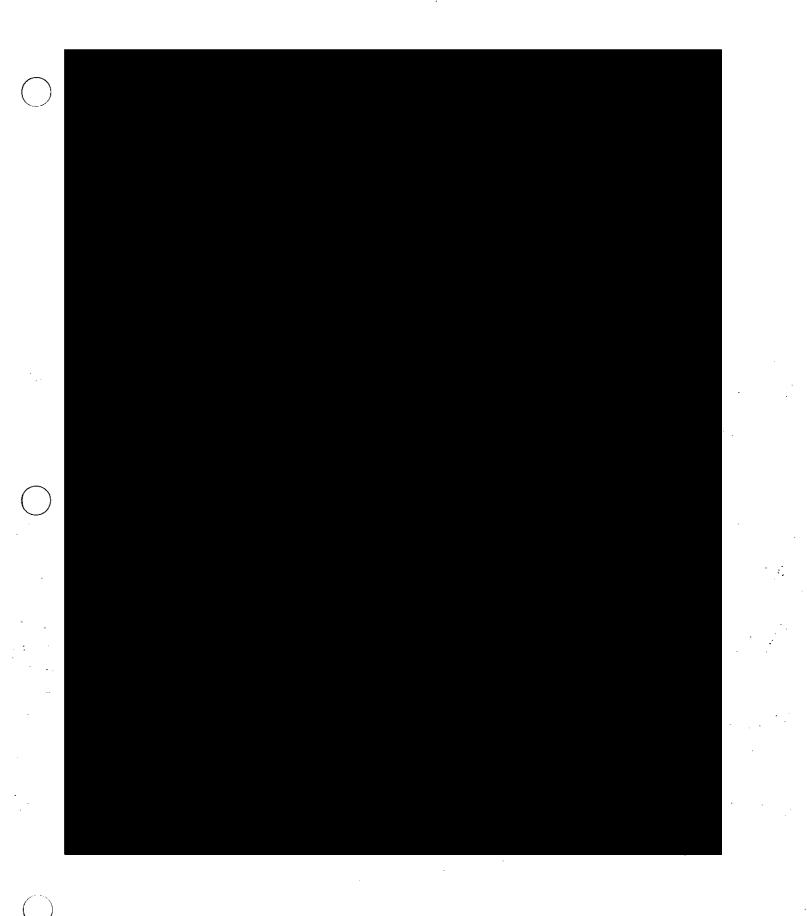
Page 21 of 24



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Page 22 of 24

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M Gmail

Michael Hafner

SalesForce - Need data extracted

Krystal Taylor <ktaylor@greitensgroup.com></ktaylor@greitensgroup.com>	Wed, Jan 28, 2015 at 4:11 PM
To: Michael Hafner < >	
Cc: Chris Bobak <cbobak@greitensgroup.com>, Danny Laub <</cbobak@greitensgroup.com>	

Mike,

I just talked with Chris, and we both have a lot on our plates right now. I don't want to hold up the call list, so I'd suggest the following:

1) You should log into our salesfroce account and search for the names. The search button is at the top. Just type in the name, and then a list of contacts will pop up. Find the one you're looking for. Once you click on the contact name scroll down and the contact info is on the right side.

Go to: salesforce.com User: eric@greitensgroup.com Password:

2) Some of these will not be in salesforce. If not, I would suggest checking The Mission Continues list. Attached here.

3) Once you have exhausted 1 and 2, send back to me. And I'll hunt for the missing numbers or let you know that EG will have in his cell phone.

Sounds good?

Thanks! Krystal

On Wed, Jan 28, 2015 at 1:00 AM, Michael Hafner All,

> wrote:

Attached is the initial fundraising list that I need contact information extracted from salesforce. Since I have never used salesforce I am open to your suggestions on how best to do this.

I will be building the call lists from this initial list but first I need the contact information that Eric already has for these people (and I assume that is all in SalesForce?). Once I get the contact information I can input all my notes on these people and start prioritizing.

Any thoughts on how best to do this?

Thanks! Mike

Erostal Tactor Vice President The Grottens Group Direct: **314-833-6269**

All donors 1K total and up - as of 5-7-14.xlsx 71K

https://mail.google.com/mail/u/0/?ui=2&ik=d987b29034&view=pt&q=missioncontinues&qs=true&search=query&msg=14b3299c3e48a626&dsqt=1&siml=14b3299... 1/1

Gmail

Michael Hafner

SalesForce - Need data extracted

Michael Hafner

Wed, Jan 28, 2015 at 1:00 AM To: Krystal Taylor <ktaylor@greitensgroup.com>, Chris Bobak <cbobak@greitensgroup.com>, Danny Laub

All,

Attached is the initial fundraising list that I need contact information extracted from salesforce. Since I have never used salesforce I am open to your suggestions on how best to do this.

I will be building the call lists from this initial list but first I need the contact information that Eric already has for these people (and I assume that is all in SalesForce?). Once I get the contact information I can input all my notes on these people and start prioritizing.

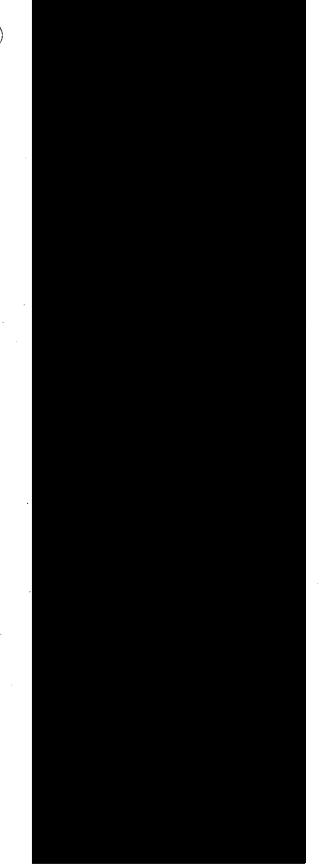
Any thoughts on how best to do this?

Thanks! Mike

List 1 for SalesForce 01282015.xlsx Ø 13K

Email attachment from Michael Hafner, January 28, 2015:

"List 1 for Salesforce 01282015.xlsx"



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Gmail

Michael Hafner <

GFM Call List - February 5, 2015

Michael Hafner

To: Eric Greitens <eric@greitensgroup.com>, Danny Laub

Thu, Feb 5, 2015 at 1:11 PM

Please find a call list attached. Moving forward ideally these lists will be updated daily and sent to you nightly (especially when you are traveling), but there are many days when you may not be able to make all the calls listed.

In order to mange this process most efficiently, I will need to know after you have connected with a donor or received a commitment so I can appropriately follow up with them. The best way to notify me of updates is via e-mail, text or phone conversation (eg, immediately if immediate action is required, or nightly via a brief e-mailed summary of the calls made that day).

This will be a work in progress for a while, so for the time being, please do not call anyone you are uncomfortable with or if feel you lack any information that is needed on a specific donor. Also, we have not been able to discuss updates on the ask amounts (since we changed the timing of exploratory vs. first 6-8 weeks) so some of these asks are most likely lower than what we can get. (But if in doubt, always aim high!) Of course, feel free to ask me if you have any questions on anyone.

Thanks, Mike

GFM Call List 01-02042015.docx 71K

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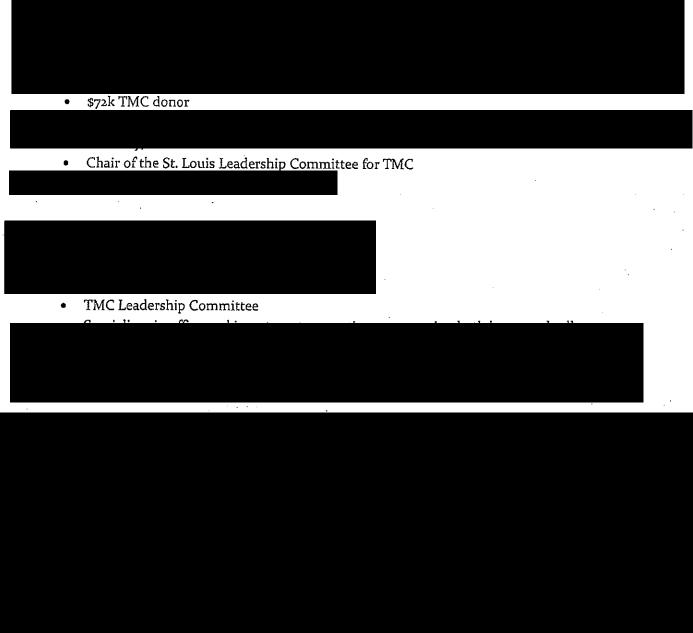
Email attachment from Michael Hafner, February 5, 2015: "GFM Call List 01-02042015.docx"

Page 2 of 14

Greitens for Missouri

Thursday, February 5, 2015 Weekly Call List

EXPLORATORY COMMITTEE PROSPECTING



• \$18k+ TMC donor

Greitens for Missouri – Donor/Activist Call List

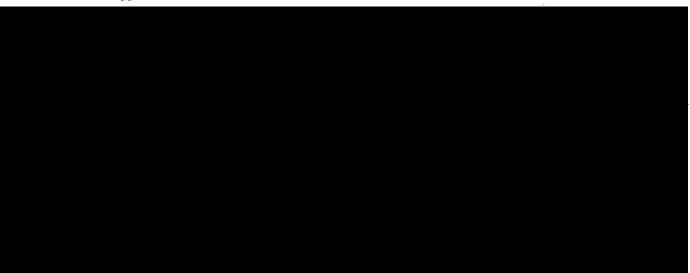
Page 1

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• TMC \$15,000 donor



• TMC \$3500 donor



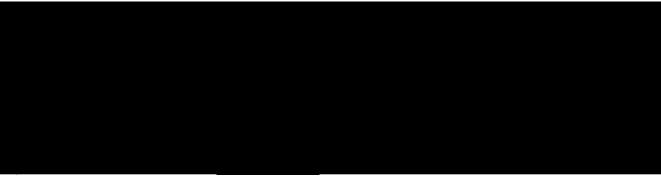
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Monu Joseph Managing Partner,

• Ask for \$15k and event in LA during exploratory phase

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- Friends with **and the second second**
- Monu also has connection with Dana Rohrabacher

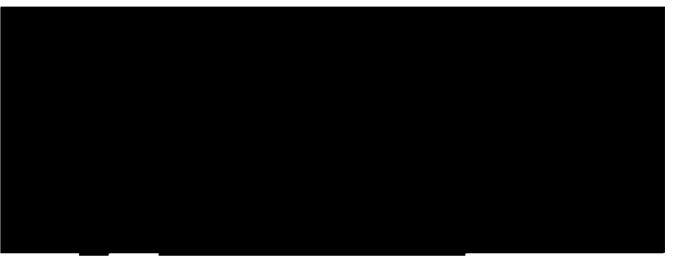


• \$2300 TMC donor

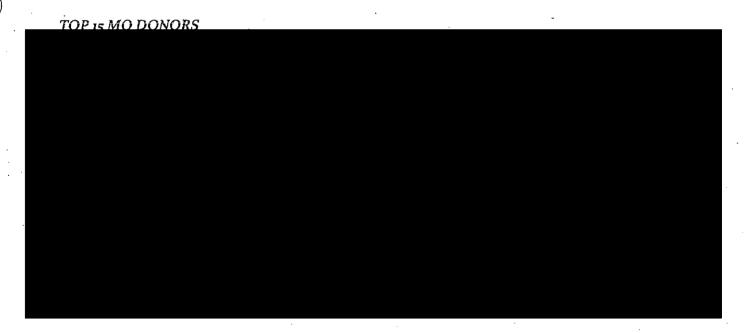




• \$5200 TMC donor.



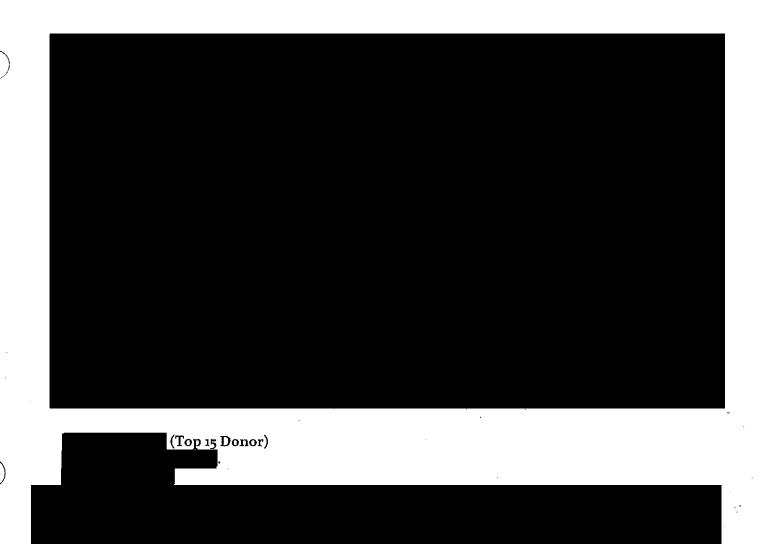
• TMC \$75k donor

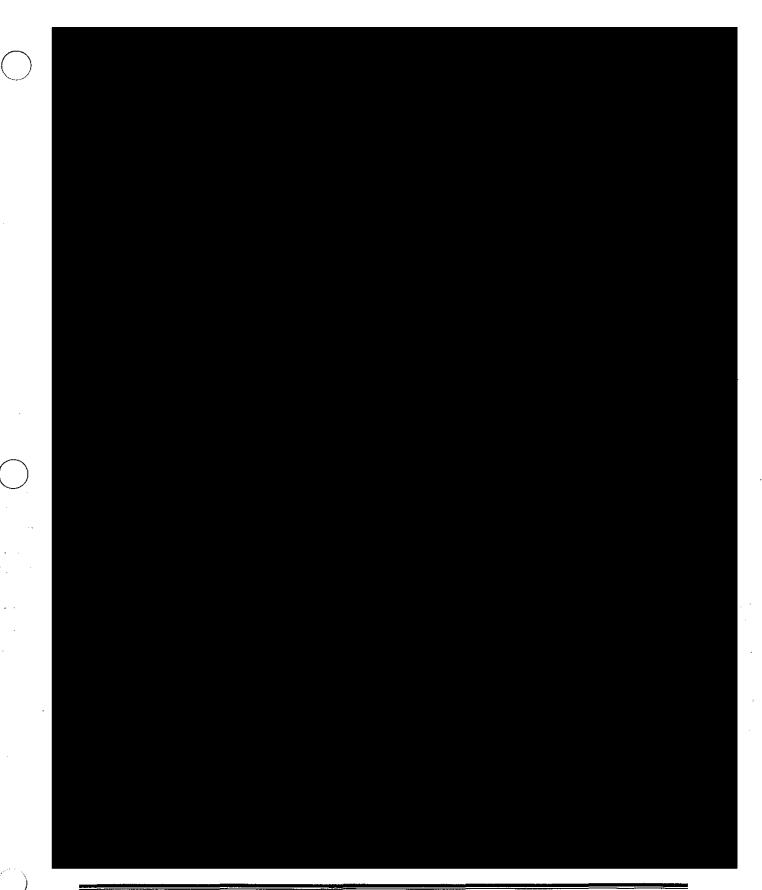


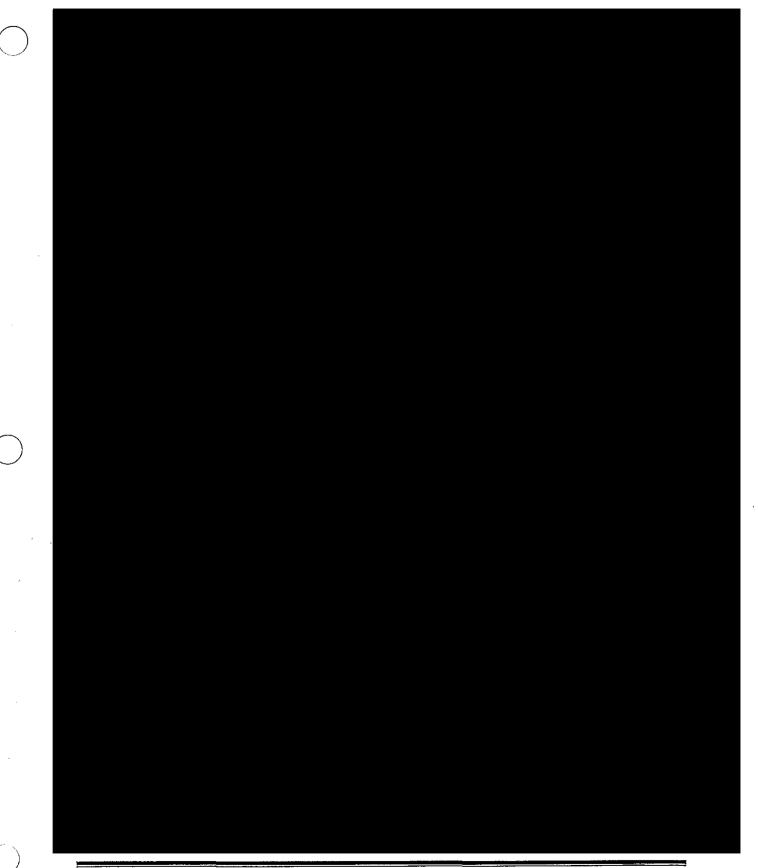
(Top 15 Donor)

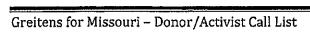
Greitens for Missouri – Donor/Activist Call List

Page 4









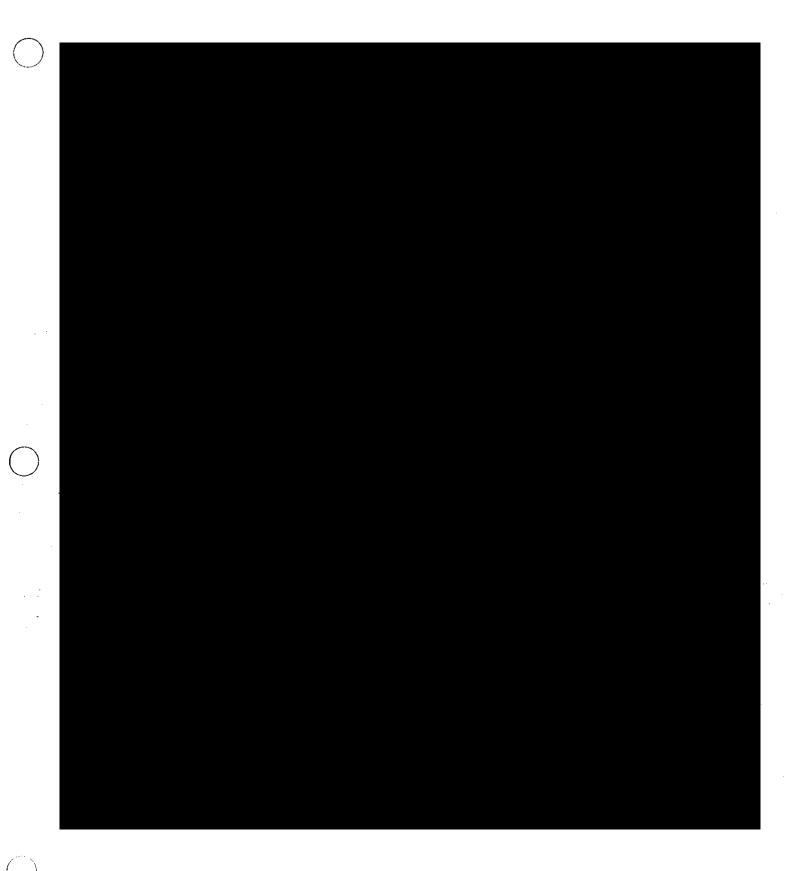
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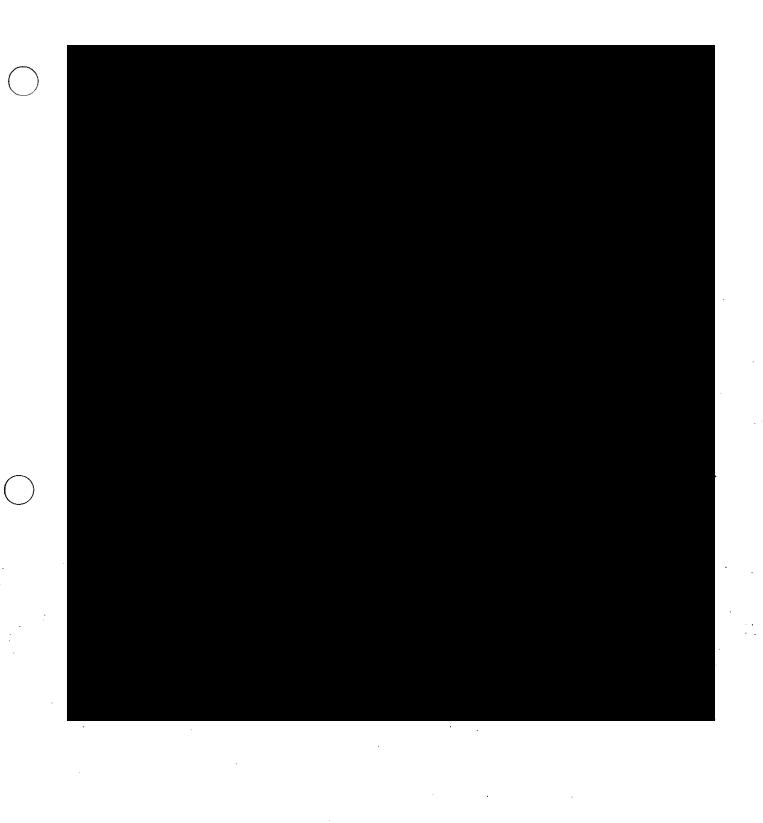
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Page 9







M Gmail

Michael Hafner <

Tue, Feb 17, 2015 at 7:53 AM

GFM Call List - February 17, 2016

Michael Hafner

To: Eric Greitens <eric@greitensgroup.com>, Krystal Taylor <ktaylor@greitensgroup.com>

>

Please see attached call list. I have made some minor adjustments to the format and have listed the monthly objective at the top of page 1. Moving forward I will send a revised list nightly for the following day (given that you are able to complete the day's calls and I receive feedback). My goal is to make this process as efficient as possible for the both of us so please let me know if you have a few minutes to discuss this later today. I can follow up with KT on availability if that works.

Please let me know if any questions.

Thanks, Mike

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回 GFM Call List 01r-02162015.docx 74K



Email attachment from Michael Hafner, February 17, 2015:

"GFM Call List 01r-02162015.docx"

Greitens for Missouri Tuesday, February 16, 2015 Weekly Call List

February 2016 Objectives: (1) Raise \$150k among EG close contacts/non-traditional R donors (2) Identify additional non-traditional donors to raise add'l \$75k by end of Q1 (3) Confirm 3 fundraiser event dates in March or April

• TMC \$5k donor

TMC \$113k donor, very capable of doing a lot

• Ask is for \$5k

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• TMC \$5k donor.

Greitens for Missouri – Donor/Activist Call List

Page 1

• TMC \$6500 donor.

- \$72k TMC donor
- Chair of the St. Louis Leadership Committee for TMC

• TMC Leadership Committee

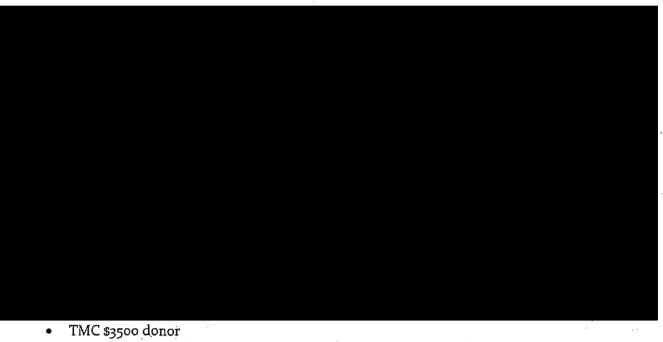
• \$18k+ TMC donor

Greitens for Missouri - Donor/Activist Call List

Page 2



TMC \$15,000 donor





Monu Joseph Managing Partner, Emerald Crest Capital

- Ask for \$15k and event in LA during exploratory phase
- Friends with , can help with (Ask ٠ and his wife for advice on how to call ask Monu and to put together a "get to know you" event
- Monu also has connection with Dana Rohrabacher ٠

\$2300 TMC donor .

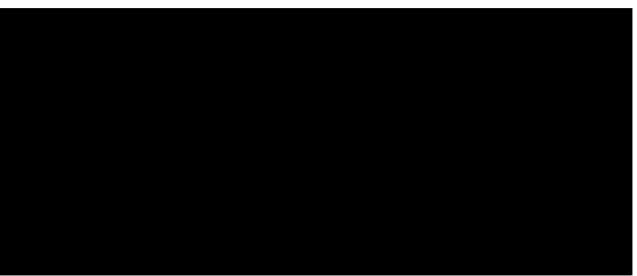
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• TMC \$40,000 donor

Greitens for Missouri - Donor/Activist Call List

Page 4

• \$5200 TMC donor.



- TMC \$75k donor
- 2012: Contributed \$25000 to Romney Victory PAC, \$2500 to Romney, \$22,500 to RNC

TOP 15 MO DONORS

Greitens for Missouri – Donor/Activist Call List

- Ask to meet with you at a convenient time following book tour.
- will do \$10,000 corporate checks to candidates they support, but give personally at least at that level too.
- He is very involved in
- Very charitable, active in a wide range of civic and charitable organizations in St. Louis. Serves on the executive boards of the
- He maxes out to federal candidates and gives \$2,500 \$10,000 to House and Senate party committees.
- Pro-Business, Pro-Growth, fiscally conservative
- Pro-international trade, very heavily involved in promoting trade between STL region and China
- 2014: Contributed \$15k to Hanaway
- 2012: Contributed \$25k to Ed Martin,
- 2011: Contributed \$25k to Kinder (and \$25k from Emerson to Kinder)
- He maxes out to federal candidates and give \$2,500 \$10,000 to House and Senate party committees.
- He gives \$25,000 to MRP each cycle.

(Top 15 Donor)

- Ask for a meeting after your book tour.
- Started companies in 1984.
- VERY STRONG Right to Work advocate
- headquartered in Missouri,
- 2014: Contributed \$5,000 to Stream, \$10k to HRCC.

Committee , \$10k to Brad Lager

- 2010: Contributed \$40k to
- 2008: Contributed \$80k to Republican
- Member

CEO,

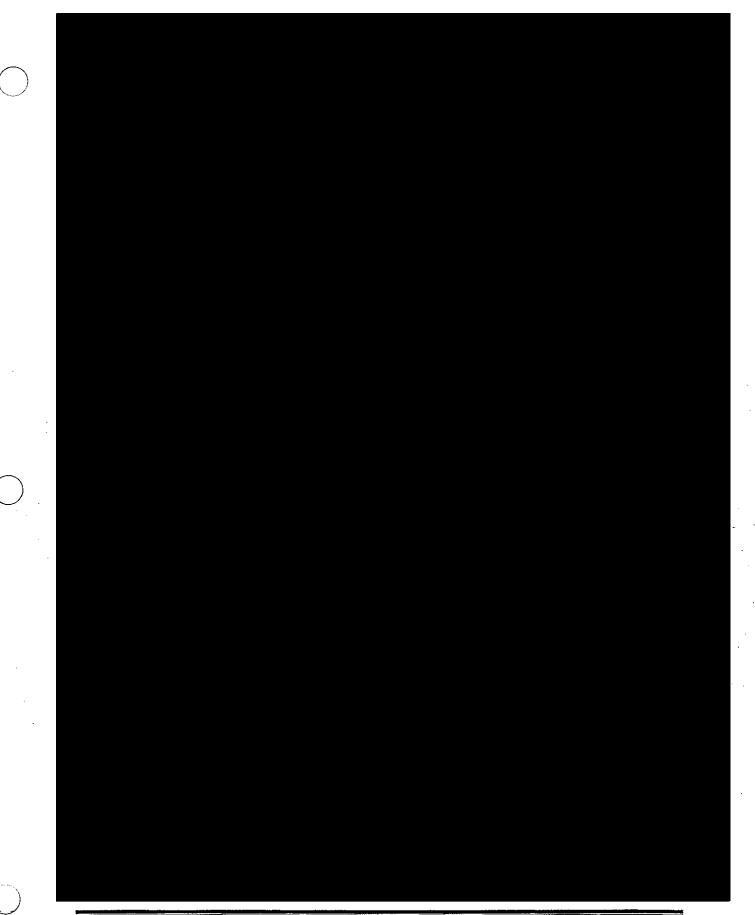
District Committee, \$100k to

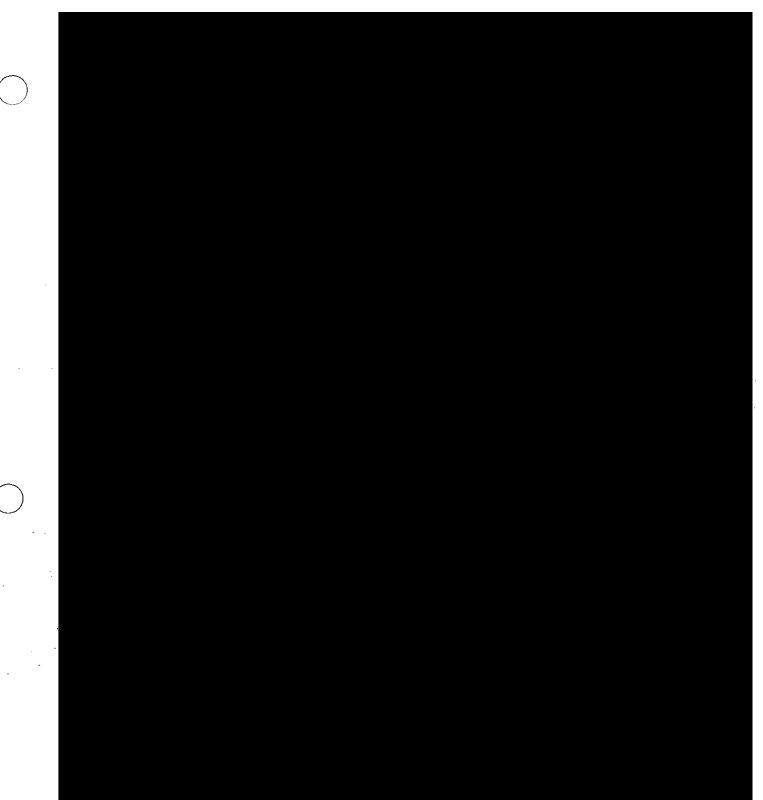
Fund.

- (Top 15 Donor Hanaway supporter)
- Chairman and CEO,
 - Call to introduce and ask if he'd be willing to meet with you after your book tour and that you are thinking of running for office in 2016.
 - Wife is
 is a privately held firm that engages in the design, manufacture and sale of worldwide
 - Part owner of
 - Appointed
 - 2013: Contributed \$6k to Schweich

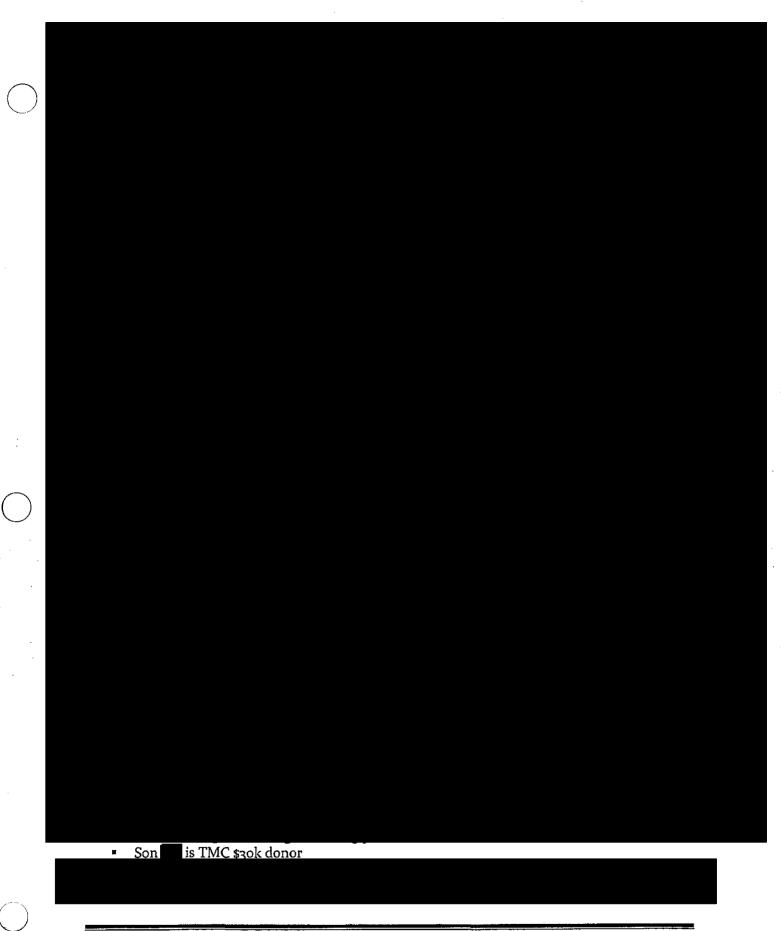
Greitens for Missouri – Donor/Activist Call List

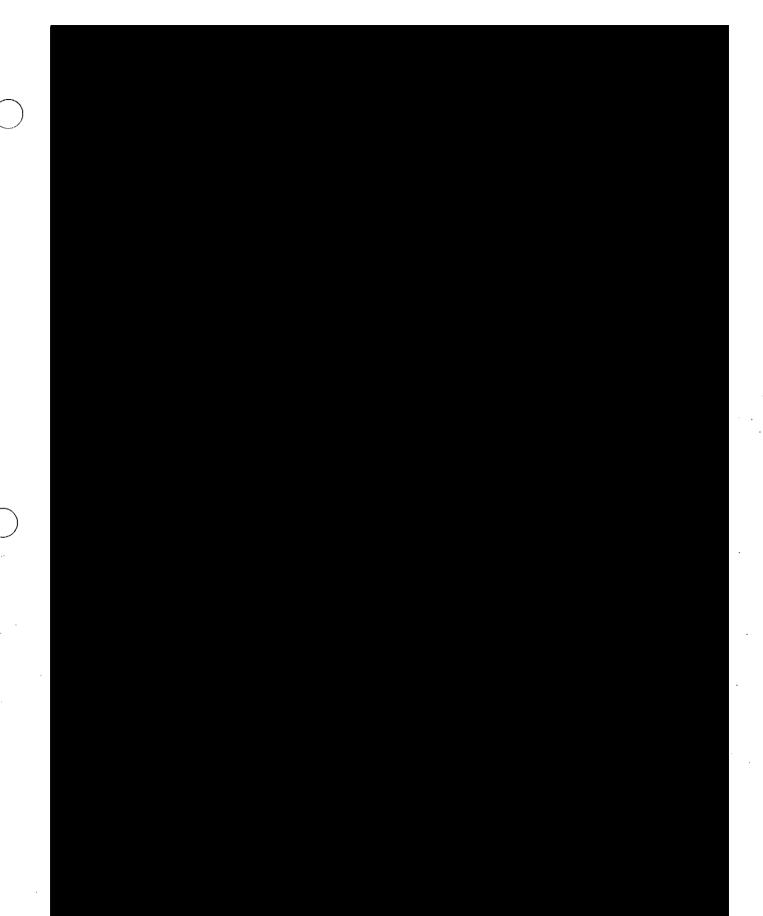
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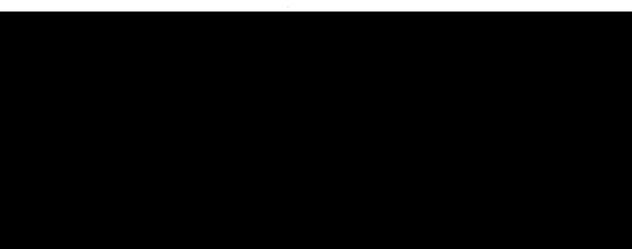


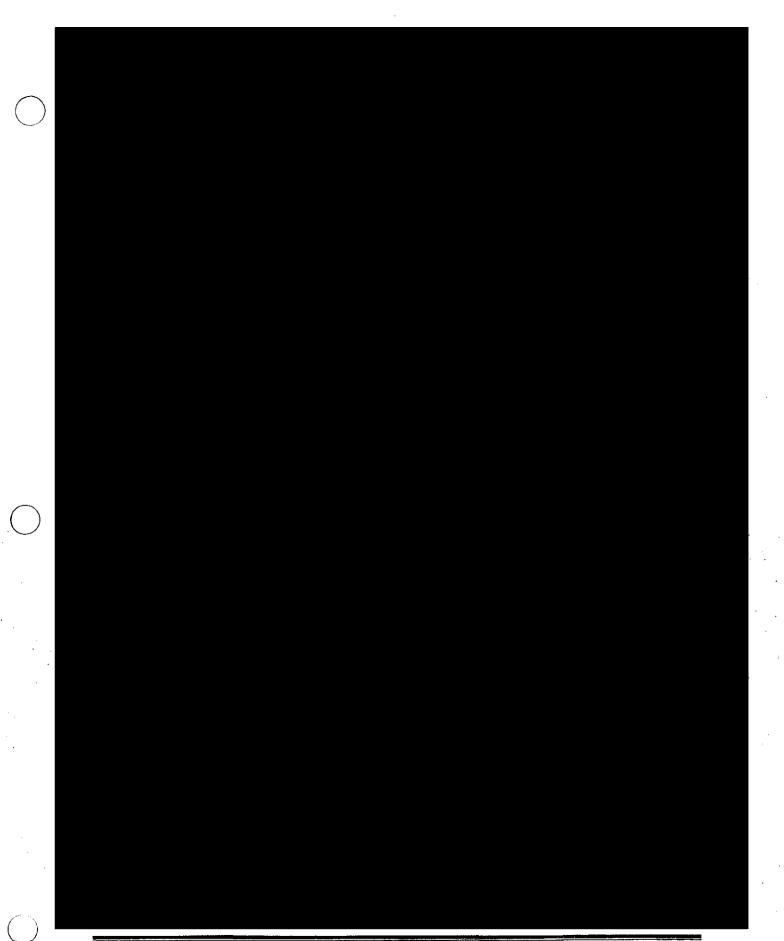
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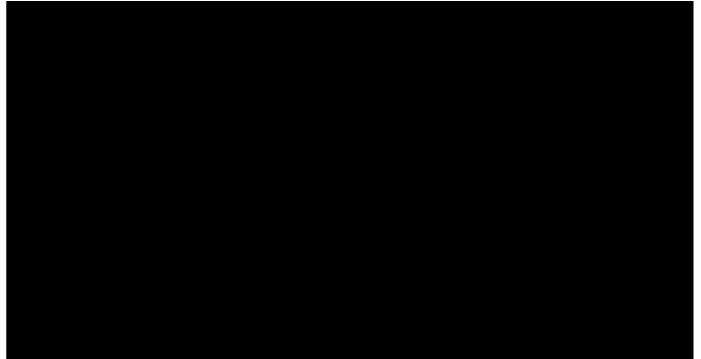


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11/2/2016

Gmail - Prospecting List

M Gmail

Michael Hafner <

Prospecting List

Michael Hafner To: Danny Laub < Fri, Mar 20, 2015 at 12:29 PM

This combined list includes all the notes I took from the meeting with Eric and other notes he has given to me. You may need to segment out the Missouri portion because most of the Missouri entries are political donors that I include in my master prospecting list.

Prospecting List Combined for Danny 03202015.xlsx 67K

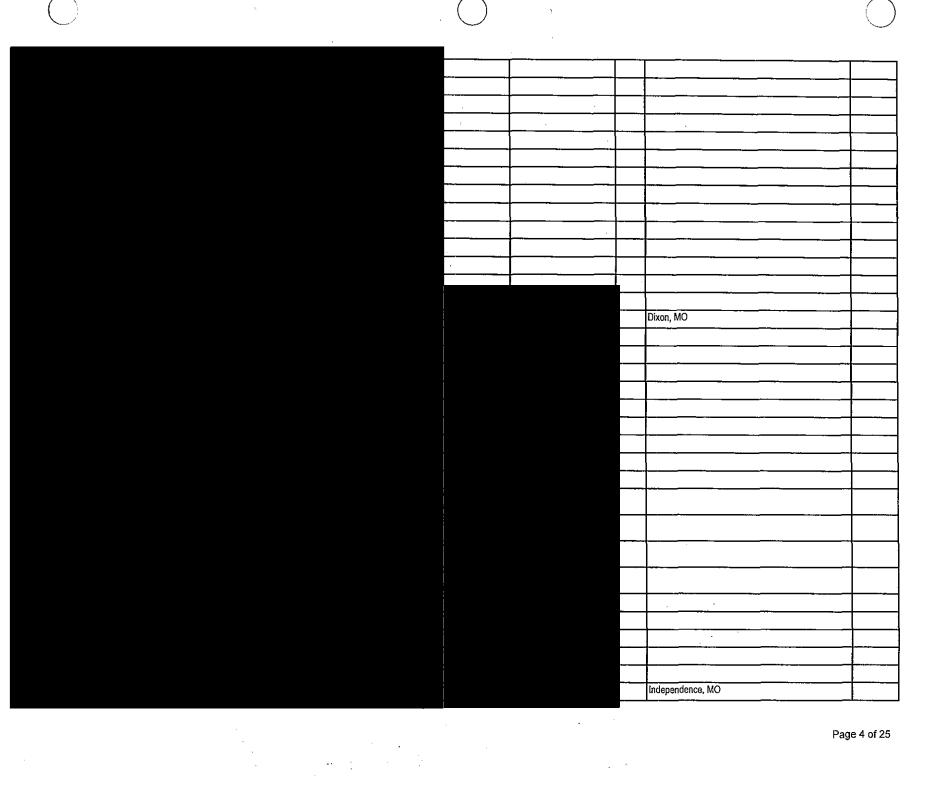
EXHIBIT

https://mail.google.com/mail/u/0/?ui=2&ik=d987b29034&view=pt&q=missioncontinues&qs=true&search=query&msg=14c383b886178a5c&siml=14c383b886178a5c 1/1

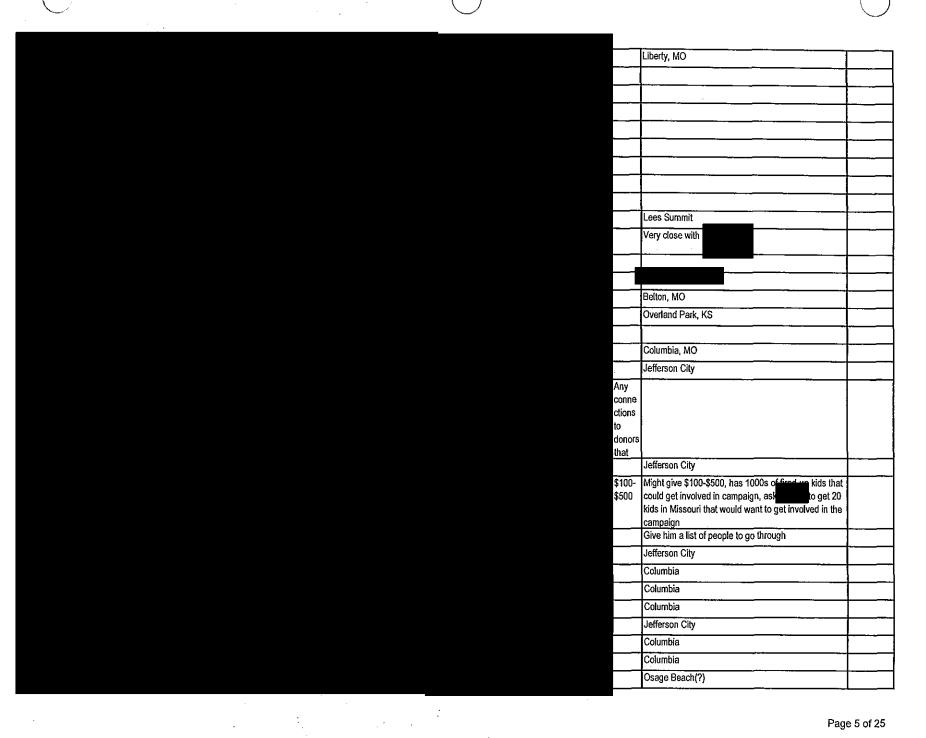
Email attachment from Michael Hafner, March 20, 2015:

"Prospecting List Combined for Danny 03202015.xlsx"

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First Name	Last Name	Role	Region	Company		Title	Phone	E-mail	<u>.</u>	Ask Notes	÷	<u> </u>		Status
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			Jefferson City	
			Troy, MO	
			St. Joseph	
		-	Poplar Bluff	
			Cape Girardeau	
			Dexter, MO	
			Poplar Bluff	
			Cape Girardeau	
		<u> </u>	Cape Girardeau	
			Sikeston	
			Cape Girardeau	
		•		WITH
				HANAW
			Cape Girardeau	
		\$10k, Meetin	TMC \$10,500 donor. Another in-person meeting.	
		MEGULI		
		\$5k	Express Scripts, does have relationship with Hanaway	
			(Could be a "Woman Executives for Greitens" coaltion	
			member)	
			· · · · · · · · · · · · · · · · · · ·	
				_
		\$5k	Network other donors for an event, "Duke Grads for	
			Greitens"	L
		?	TMC \$10k Donor. Put on Tim Noonan's list.	L
			<u> </u>	
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	xpress Scripts, call ask for \$5k, (Could be a "Woman executives for Greitens" coaltion member), 2014: Gave \$250 to Tammy Duckworth (D-IL) and \$250 to fevin Brady (R-TX)
	it. Charles
	St. Peters, lunch with him and his father
\$5k	leeling ask
	, , , , , , , , , , , , , , , , , , ,
(Ask for) \$25k (will	MC \$10k donor.
	MC \$9500 donor. (ask Krystal/Lindsay)
	Bridgeton
w/wife	TMC \$5600 donor. Could do \$5k with his wife, fits in vell w/Bobak, Jeff, Noonan. E-mail the come in and sit down with the team. Knows everyone, will be very
tit	ielpful.
	Chesterfield

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		Wentzville	
		Meeting ask	
	l de la companya de l		
	\$25	TMC \$9100 donor. Incredibly passionate, will come	\$10K
	and	with a lot of ideas, would likely do \$25k this year and	COMM
	nost	\$25k next year, also has son in Georgia, other son is	ENT,
	even	t who could put Eric on his radio show	PLUS EVENT
		TMC \$8800 donor.	
		Westington MO	<u> </u>
		Washington, MO	
			}
	Mee	tin Contributed to Hanaway in Dec 2014	
	9		
	SCH	W	
	EICI	1	
	¢10	k Set up speech back at Generation Club in Missouri,	+
		Hafner sit down with to figure out how we can best	
		utilize him, ask to do \$100k, do the work with him,	
		make sure he has the list to do the work, ask	
		set up mtg w	1
			+
			1

C				\bigcirc
			Ask Eric: Is this same	
			at political giving, might get behind Eric	
		<u>.</u>		
		****	TMC \$15,000, Get both in for a meeting, Also wants to come in and	
			meet the team, help raise money	
			RBC member	
		· · · · ·		
		· · ·	TMC \$1K donor. Figure out where he falls, first 6-8	
		· · · ·	weeks y, same thing as with Union, MO	
		mali pilar	exec, African American, wife of call ask to get on the team in a	
		patri	substantial way	
			RBC member	
			Husch is RBC member.	
			African-American	

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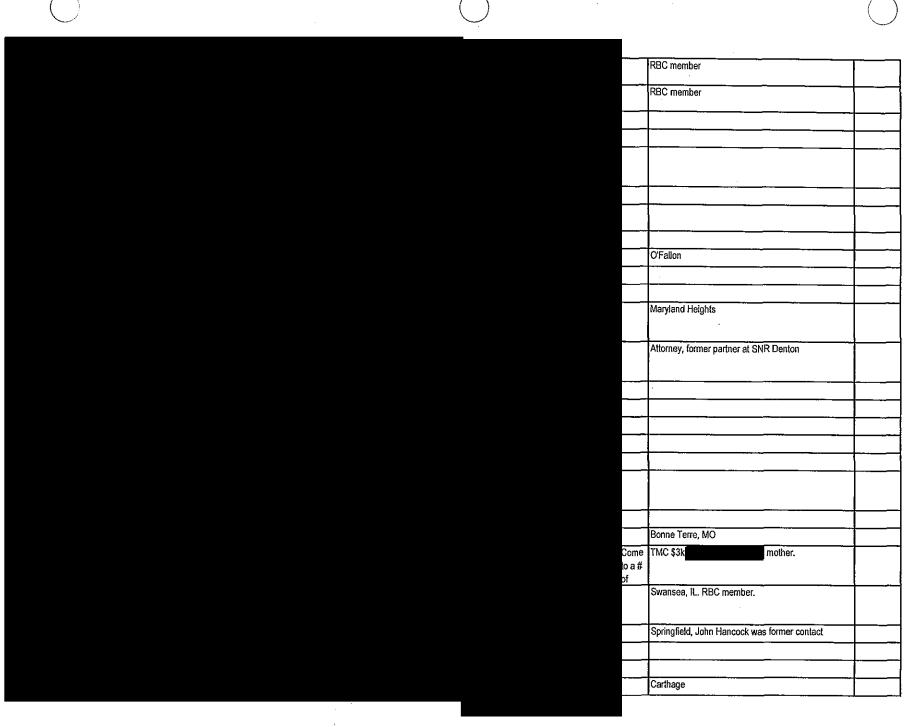
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		· · · · · · · · · · · · · · · · · · ·	
		Ask Eric about this one. TMC \$270k donor. Could be	
		a substantial donor to a substantial (small donor), could sit down, have to be very clear this is	
		donor), could sit down, have to be very clear this is	
	•	why we're doing this , a chance to make a "real difference"	
			<u> </u>
			
		······································	
		······································	
		TMC \$1500, call ask for \$5k	
		Fenton	<u> </u>
	i3k	Call ask for \$3k	
		TMC \$20k	
			<u>├───</u>
			<u> </u>
		TMC \$100k donor. In person mtg. going to be	<u> </u>
		TMC \$100k donor. In person mtg, going to be cautious, go in with a solid plan, go to and ask for	1
		\$50k	<u> </u>
		TMC \$30k donor. Dad is head of	
	· · · · ·		· · · · ·

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		TMC \$15,000, Get both meeting, Also wants to come in and meet the team, help raise money	
		\$46k TMC donors, Parents of a son who did TMC fundriaser, look at political giving	
	_	Recently retired Depends on Spence's involvement	
	?	\$5200 TMC donor. Eric to call parents first on how best to approach Bobak ask	
		\$3k TMC donor, CEO o what do we ask	
		him to do for us? Could be very helpful to us.	
		St. Charles	

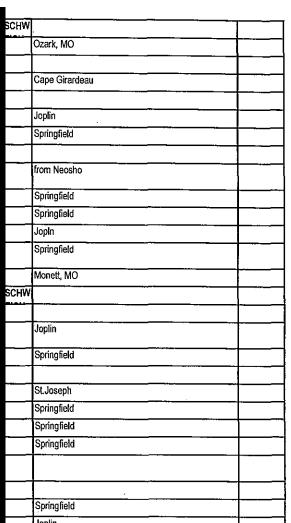
\bigcirc			\bigcirc
		Probably a Tim Noonan ask?	
		Bloomington, MO	
	Put toget er \$25k	\$72k TMC donor, \$5k in exploratory, \$5k in later year, ask to give \$20k over the course of the campaign, ask him to be lead on the \$25k event and to help organize it	
		St. Charles	
			[_]
		Chesterfield	
		\$120k TMC donor	
		Lives in Westphalia. Travis Brown or Jim Talent are intros. Travis is at Example 1 Talent is at	
		Ballwin	·
		Ask Eric.	<u>_</u>
		Civic Progress member	
		Chesterfield	
		RBC member	
		Maryland Heights	<u> </u>
		_l·,,,,,,	
			· · ·
	. •	Page	12 of 25



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		_
		_
Springfield		_
Joplin		_
Joplin	<u></u> ,	_
 Springfield		
	······································	
 Ozark, MO		
 Neosho		

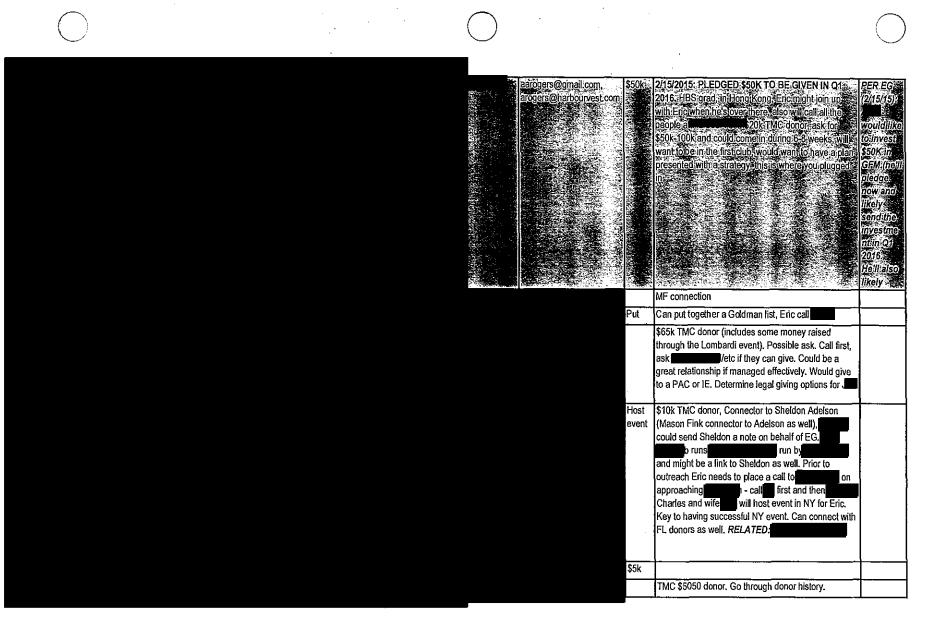
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		·
		·
500-	Pull up his political guy	
2500-	r uli up nis political guy	
2000		
	TMC \$10k donor. Look up political giving	
	history, maybe ask for \$1000, has mostly given to	
	Massachusettes R's	
	MF connection to Romney, manages Mitt's	
	\$\$\$	
	TMC \$1800 donor. Ask for a small check, get him	
	involved in Sedalia (?)	
H######	Navy SEAL w/Eric, ask \$1000	
	Place on Boston host committee, not a large donor	
	but ask to use name and help to put together an	
	event in Boston and to invite	
	name on event	
Call	name on event	
/all		
	MF connection	
	TMC \$50k donor. Figure out strategy, triangulate	
	ware and and many might be Jewish	
5k	Help w/Boston event	
mayb		
5k	TMC \$2k donor, Also serves as CEO of	
	Has mostly contributed to Democrat candidates at the	
	\$2k level, gave \$2600 to Gabe Gomez in 2013.	
	TMC \$2k donor, would like to be a NSA (?)	
	TMC \$30k donor	
	TMC \$1k donor, look up donor history	
	TMC \$13k donor	

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		<u> </u>
	e Comm Ittee, Host	has offered to play a major role in our fundraising efforts. It would be helpful to him if we could get him a short brief on the rules governing MO fundraising. TMC \$5k donor. Finance Committee member, would do \$100k via event in NJ. 2013). Gave \$3800 to Chris Christie in 2013, \$3400 to Christie in 2009. Gave to a number of Congressional candidates in NJ. Only gives to R's. Told EG he wanted to get him in front of on his next trip to DC for is in VA). EG send him a note after mtg with the second secon
		TMC \$2750 donor. Ask for \$500, could probably go back to multiple times
		is head of is head of \$5k call ask, also a \$50k ask of \$25k and \$25k
	\$5k	TMC \$2300, Call ask for \$500, ask for \$3k and maybe another \$3k, event in NYC TMC \$5k donor.
		Help us with
	\$10k	Call ask for \$10k, could bring people together in NYC if we wanted him to. 2014: Max contributions to Tom Cotton (\$5200) and Mitch McConnell (\$2600), and Elise Stefanik
		is connector
		Could set up a dinner
		•

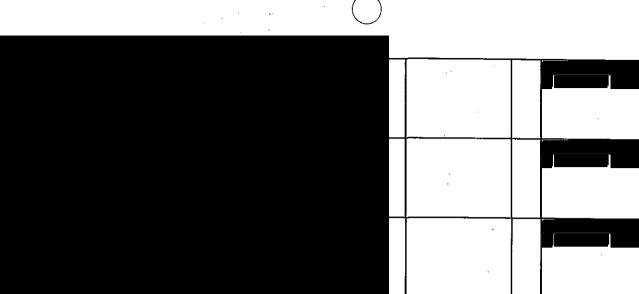
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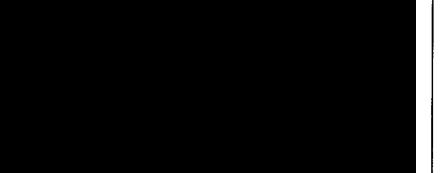
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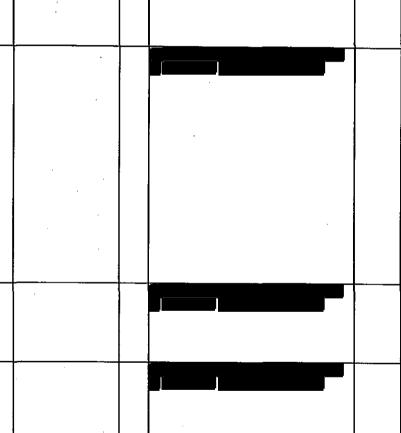
\cup	• •	\bigcirc		\bigcirc
			Invite, phone call and e-mail now. TMC \$113k do very capable of doing a lot, did \$5k to Mitt Romne 2012 and \$4k to Romney Victory PAC in 2012.	or, y in
			Personal investment bring Bush supporters to NY	
			event	
			Multiple Angles, meet with Angela Meyers	
			Ask	
			Co-Head, Investment Banking Division, ask what can do	he
			Met at Manhattan Institute event, EG sent e-mail 3/2 asking for contribution, MH follow up	n
			Gave \$245k to Bill brother and 2002 F	
			to NJ Republican Party and maxed to New Jerse Congressman	
			\$1k TMC donor, ask for a donation, look up politie history	al
			\$12,700 TMC donor, ask to make an investment, into Paul Singer network, ask for \$50k	tied
			· · · · · · · · · · · · · · · · · · ·	

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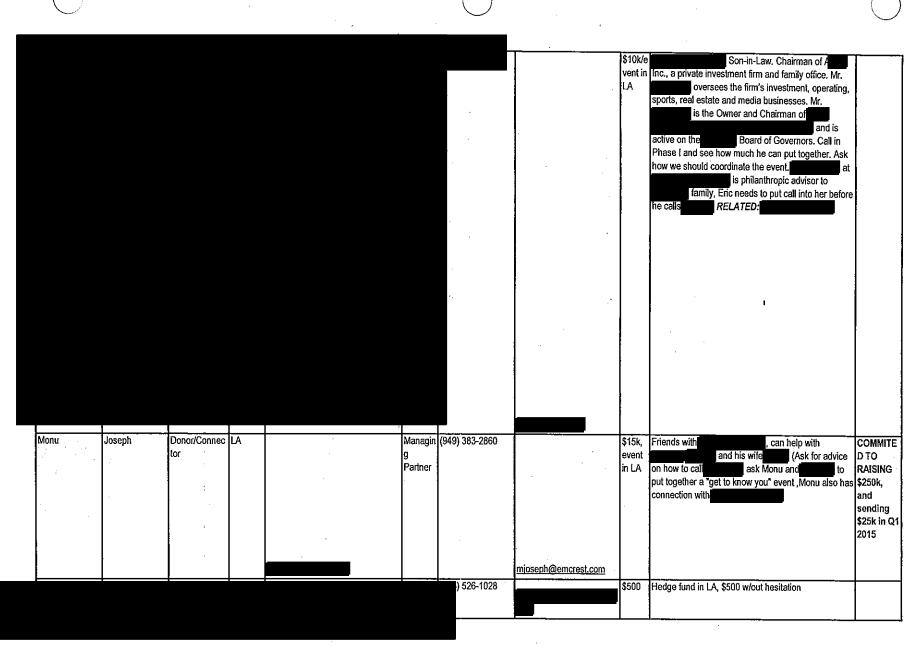
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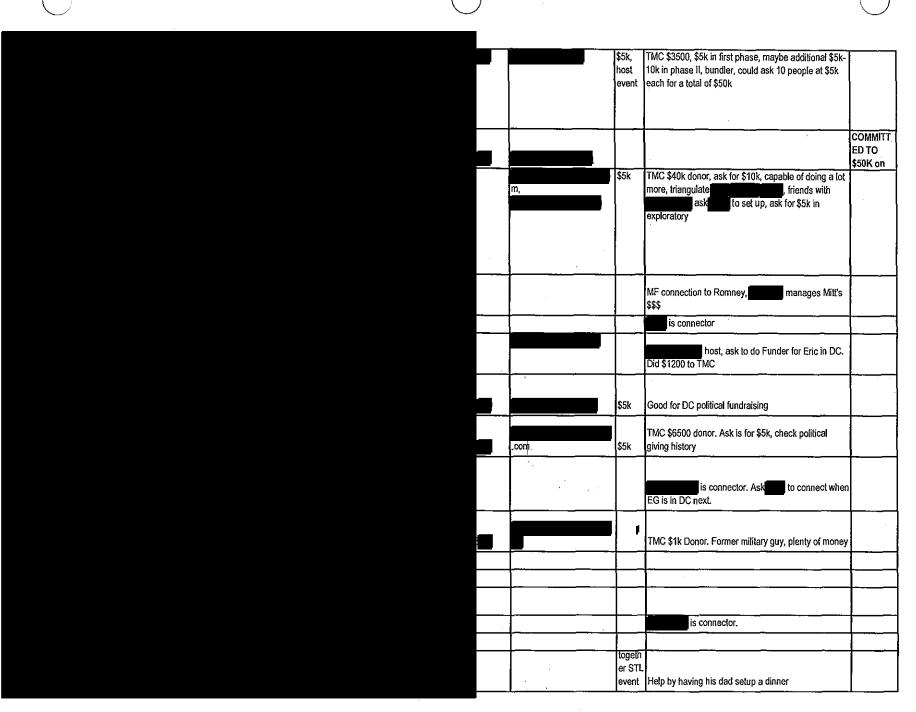
\bigcirc			\bigcirc	
	· .	Chairman of the Board of Trustees for		
	Host	Call to		
		TMC \$2k donor. Ask Krystal and Lindsay		
		Very loopy		
		Keep in touch, can make connections		
	\$5k, host event in San	Palo Alto, Venture Capitalist, call control of the part of the par		

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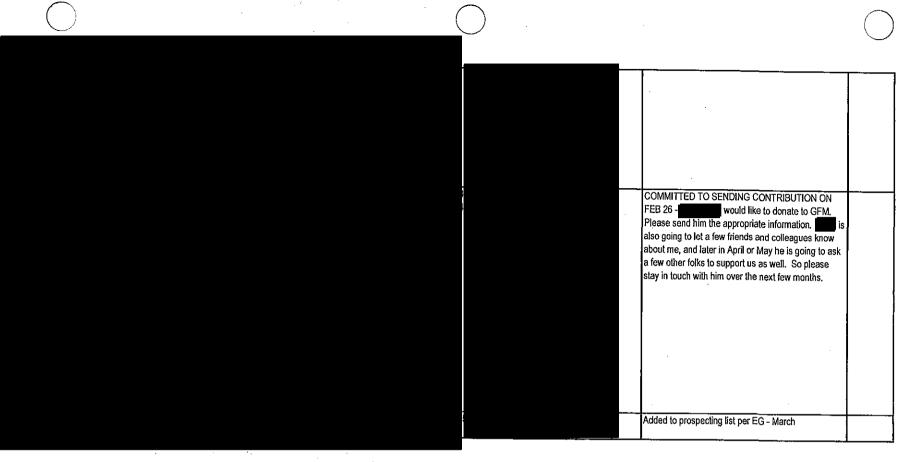


•			
	Ĵ	CHI event	RELATED: ALSO IN LA.
		?	for his wife are allowed to give he could give \$1- \$2k. Also connected to Ted Cruz's wife.
		 	Look-up - NOT IN SALESFORCE
-	· · · · · · · · · · · · · · · · · · ·		Can connect us with FL donors
			? Call and say he's running, ask about
			(Today Show)
			Capable of doing quite a bit, could possibly be helpful in Texas
<u></u>	· · · · · · · · · · · · · · · · · · ·	<u> </u>	?
	······································		TMC \$1600 donor. Would probably do \$100 check and \$100 from family
		\$5k	TMC \$5k donor. Former Executive, splits time b/w Indiana and Mississippi, think he will write a check, ask is for a \$5k
	, , ,		
			TMC \$1k donor. Written books on philanthropy, ask for \$\$, and ask who else we can ask in Missouri
		 	TMC \$1k donor. Parkway Graduate, letter from Eric to her, invitation for a call, ask for \$2500
		.1	

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\bigcirc		• •			\bigcirc
				TMC \$1200. Very conservative, on White House	
				Fellows Committee	
				Look up	
				Navy SEAL, contribution of \$1000, also ask his parents for Enc	
				TMC \$100,000, would be interested in a metrics- driven campaign	
			\$500		
				? Married to	
			. I.		
			####	# TMC \$3k donor. (ASK EG: Which kibo group or mana nutrition?)	
				Help set up appearance at NYC Monday donor group mtg ("Factor Monday Mtg")	
					ļ
				Ask about. Wealthy black family.	
				Sheena's Grandparents	
				Democrat, but will invest in Eric.	
			 \$50k	White House Fellows Committee, ask is for \$50k, conservative radio host	
			 	Eric e-mailed on 3/3	

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			Γ	1. DATE OF REPORT	OFFICE USE ONLY
Missouri Ethics Commiss	ion		ľ		
COMMITTEE DISCLOSURE				4/28/2017	
M.E.C. ID N	o	3			
INSTRUCTIONS ON REVERSE SIDE					
2. FULL NAME OF COMMITTEE					I
GREITENS FOR MISSOURI					
3. COMMITTEE MAILING ADDRESS	,		4. COMM	ITTEE TELEPHONE N	JMBER
4579 LACLEDE AVE #138					
				314) 899-0288	
CITY/STATE/ZIP ST LOUIS MO 63108					
5. TREASURER'S NAME					
JEFF STUERMAN					
6. TREASURER'S MAILING ADDRESS			7. TREAS	URER'S TELEPHONE	NUMBER
4579 LACLEDE AVE #138			HOME: ((536) 300-3200	
CITY / STATE / ZIP			WORK: (3	314) 899-0288	
ST LOUIS MO 63108					
	DEPUTY TRE	ASURER			
CHRIS BOBAK					
9. DEPUTY TREASURER'S MAILING ADDRESS	·····		10. DEPU	TY TREASURER'S TE	LEPHONE NUMBER
4579 LACLEDE AVE #138 ST LOUIS MO 63108			HOME: (3	314) 915-0101	
CITY / STATE / ZIP					
			WORK: ()	314) 899-0288	
11. DATE OF ELECTION	12. TYPE OF	ELECTION (CHECK	ONE)		
8/2/2016			00	GENERAL	O SPECIAL
13. TIME PERIOD COVERED BY THIS STATEMENT					
FROM 2/18/2015		THROUGH 3/31/20	15		
14. CANDIDATE COMMITTEES ONLY: LIST CANDIDATE'S		115. TYPE OF REPOR			
ADDRESS, PHONE, OFFICE SOUGHT, POLITICAL SUBDIVI					
POLITICAL PARTY		15 DAYS AFTE	R CAUCL	IS NOMINATION	
ERIC GREITENS					
4522 MARYLAND AVE		8 DAYS BEFOR		Apr 15 Jul 1	5 Oct 15
ST LOUIS MO 63108		30 DAYS AFTE	RELECT	ION	
(314) 899-0288			(ATTA)	CH FORM CO-3)	
GOVERNOR				PORT	
				Jul 15	
		ANNUAL SUPP			
		15 DAYS AFTE	R PETIT	ION DEADLINE	
		AMENDING PR	REVIOUS	REPORT DATED	
		April			, 20 <u>15</u>
16. COMMITTEE TREASURER'S SIGNATURE		17. CANDIDATE'S SI	GNATURE	E (CANDIDATE COM	AITTEES ONLY)
I CERTIFY THAT THIS REPORT, COMPRISED OF THIS C				ORT, COMPRISED OF	THIS COVER
PAGE AND ALL ATTACHED FORMS, IS COMPLETE, TRU		1		FORMS, IS COMPLE	
ACCURATE.		ACCURATE.			
ELECTRONICALLY FILED Apr 28 2017 12:42PM		· · · · · · · · · · · · · · · · · · ·		LED Apr 28 2017 1	2:42PM
TREASURER'S SIGNATURE		CANDIDATE	S SIGNA	TURE	EXHIBIT
MO 300-1310 (10-06)					1. A war Proc
					<u> </u>
					en langer an a' the land an San



MISSOURI ETHICS COMMISSION EXPLANATION FOR AMENDED REPORT

OFFICE USE ONLY

	C151053 MEC ID #:	
This form is to be used	when amending a previously filed Campaign Finance Disclos	ure Report.
1. Name of Committee		2. Date of Report
GREITENS FOR MISSOURI		4/28/2017
3. Type and Date of Previously Fi	led Report	
04/28/2017 AMENDED April Quart	erly Report	
4. Reason for Amendment		· · · · · ·
Per Agreement with Missouri Et	hics Commission, Case No. 16-0107-1	
5. Amendment Detail		
Itemized Contributions Rea Added-Danny Laub	ceived	
(09-10)		(AMD-EXP)

. _...



Missouri Ethics Commission REPORT SUMMARY

Instructions on Rever	se Side		4/2	8/2017	
Receipts	A. This Period	B. This Calendar Yr or Election Cycle	Statement o		
 Total Receipts For This Election Previously Reported 		\$ 0.00	Beginning and Ending Financial Condition		
 All Monetary Contributions Received This Period 	\$ 479,689.00		Money On Ha	nd	
3. Ali Loans Received This Period	+ 0.00		Money on ha		
 Miscellaneous Receipts This Period 	+ 0.00		^{24,} Money On Hand at the beginning of this reporting period (Including funds)	\$ 0.00	
 Subtotal Monetary Receipts This Period (Sum 2A + 3A + 4A) 	\$ 479,689.00		in depository, cash, savings accounts and all other investments)	• 0.00	
 In-kind Contributions Received This Period 	+ 600.00		25. Monetary Receipts this Period	+ 479,689.00	
 Total All Receipts This Period (Sum 5A + 6A) 	\$ 480,289.00		(From Item 5 - this page)		
 Total All Receipts This Election (Sum 1B + 7A) 		\$ 480,289.00	26. Monetary Disbursements Made This Period (Sum 10 + 16A + 23)	- 23,600.77	
Expenditures	A. This Period	B. This Calendar Yr or Election Cycle	a) Disbursements By Check \$ 23, 600.77 b) Disbursements By Cash \$ 0.00		
9. Total Expenditures for this election previously reported		\$ 0.00	27. Money On Hand at the close of this reporting period	\$ 456,088.23	
 Expenditures made by cash or check this period 11. 	\$ 23,600.77		(SUM 24 + 25 - 26)		
 In-Kind Expenditures made this period Expenditures incurred this period (not 	+ 0.00		Indebtednes	e	
including loans) including payments made by credit card (line 17 CD3)	+ 4,189.17		macbroanio	•	
13. Total All expenditures made this period (Sum 10A + 11A + 12A) Including			28. Outstanding Indebtedness at the	\$ 0 00	
payments made by Credit Card (line 17 CD3)	\$ 27,789.94		beginning of this period	\$ 0.00	
^{14.} Total Expenditures This Election (Sum 9B + 13A)		\$ 27,789.94	29. Loans Received This Period	+ 0.00	
Contributions Made	A. This Period	B. This Calendar Yr or Election Cycle	30. A. New Expenditures Incurred This		
 Total Contributions Made For This Election Previously Reported 16. 		\$ 0.00	Period (include payments by Credit Card (Line 17 CD3)	+ 4,189.17	
All Contributions Made This Period A (25A or 25B of CD3) B	0.00	Cash/Check	B. New Contributions Made by Credit Card (Line 25B CD3)	+ 0.00	
^{17.} All In-Kind Contributions Made This Period	+ 0.00		31.		
 Total Contributions Made This Period (Sum 16A + 17A) 	\$ 0.00		Payments Made on Loans This Period	- 0.00	
19. Total All Contributions Made This Election (Sum 15B + 18A)	<u></u>	\$ 0.00	32.	0.00	
Other Disbursements	A. This Period	B. This Calendar Yr or Election Cycle	Debt Forgiven on Loans This Period	- 0.00	
20. Funds Used For Paying Loans This Period Including Credit Card Payments	+ 0.00		^{33.} Payments Made This Period on Expenditures Incurred in Previous	- 0.00	
21. Payments This Period on Prev Reported Expend Incurred (Paid by Cash/Check Only)	+ 0.00		Period (Paid by Cash/Check Only) (Line 21 this page)	- 0.00	
22. Any Miscellaneous Disbursement Not Reported Elsewhere	+ 0.00		34. Total Indebtedness at the Close of This Reporting Period (Sum 28 + 29 +	\$ 4,189.17	
 Total Other Disbursements This Period (Sum 20A + 21A + 22A) 	\$ 0.00		This Reporting Period (Sum 28 + 29 + \$ 4, 189. 30A + 30B - 31 - 32 - 33)		

Name of Committee

GREITENS FOR MISSOURI

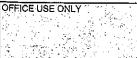
Date of Report

Office Use Only

MO 300-1311 (1-11)

MISSOURI ETHICS COMMISSION CONTRIBUTIONS AND LOANS RECEIVED INSTRUCTIONS ON REVERSE SIDE		OFFICE U	SE ONLY
	2. REPORT DATE	. د ده	
GREITENS FOR MISSOURI	4/28/2017		
A. ITEMIZED CONTRIBUTIONS RECEIVED	4. DATE RECEIVED	5. AMOL	INT RECEIVED
FROM COMMITTEES REGARDLESS OF THE AMOUNT, OR FROM PERSONS GIVING	AGGREGATE TO	· ·	CHECK IF
MORE THAN \$100 TO A COMMITTEE.	DATE		ONETARY R IN-KIND)
3. NAME, ADDRESS AND OCCUPATION (LIST COMMITTEES FIRST) NAME:			
ADDRESS:		\$	
		Ψ	
CITY / STATE: View Supplemental Form(s)			MONETARY
	\$		IN-KIND
NAME:			
ADDRESS:		\$	
CITY / STATE:		Ψ	
EMPLOYER:			MONETARY
	\$		N-KIND
NAME:			
ADDRESS:		\$	
CITY / STATE:		Ψ	
EMPLOYER:	······		MONETARY
	\$		N-KIND
NAME:	<u></u>	<u>-</u>	
ADDRESS:		\$	
CITY / STATE:		Ψ	
EMPLOYER:	,,		MONETARY
	\$		N-KIND
NAME:			
ADDRESS:		\$	
CITY / STATE:		Ψ	
EMPLOYER:	•		MONETARY
	\$		N-KIND
6. SUBTOTAL: ITEMIZED CONTRIBUTIONS THIS PAGE (SUM COLUMN 5)		\$	0.00
7. SUBTOTAL: ITEMIZED CONTRIBUTIONS ANY ATTACHED PAGES	·	<u> </u>	480,289.00
8. TOTAL: ITEMIZED CONTRIBUTIONS THIS PERIOD (SUM 6 + 7)			180,289.00
9. AMOUNT OF ITEM 8 THAT WAS RECEIVED AS MONETARY CONTRIBUTIONS		•	
10. AMOUNT OF ITEM 8 THAT WAS RECEIVED AS IN-KIND CONTRIBUTIONS		¢	179,689.00
		ф	600.00
B. NON-ITEMIZED CONTRIBUTIONS RECEIVED (LIST BY CATEGORY, NOT BY INDIVIDUAL CONTRIBUTIONS)		•	
11. TOTAL CONTRIBUTIONS RECEIVED AT FUND-RAISERS AS REPORTED INLINE 8 ON FORM	CD1A	\$	0.00
12. TOTAL ANONYMOUS CONTRIBUTIONS RECEIVED FROM PERSON GIVING \$25 OR LESS		\$	0.00
13. TOTAL MONETARY CONTRIBUTIONS RECEIVED FROM PERSONS GIVING \$100 OR LESS		\$	0.00
14. TOTAL IN-KIND CONTRIBUTIONS RECEIVED FROM PERSONS (NOT COMMITTEES) GIVING	\$100 OR LESS	\$	0.00
C. LOANS RECEIVED	16. DATE		OUNT OF LOAN
15. NAME AND ADDRESS OF LENDER	RECEIVED	(IF MO	DRE THAN \$100 TACH CD-1B)
NAME:			
ADDRESS:			
CITY / STATE:		\$	
NAME;		+	
ADDRESS:			
CITY / STATE:		\$	
18. SUBTOTAL: LOANS THIS PAGE (SUM COLUMN 17)		\$	0.00
19. SUBTOTAL: LOANS FROM ANY ATTACHED PAGES		\$	0.00
20. TOTAL: LOANS THIS PERIOD (SUM 18 + 19)		\$	0.00
21. TOTAL: ALL IN-KIND CONTRIBUTIONS (SUM 10 + 14)	·	\$	600.00
22. TOTAL: ALL MONETARY CONTRIBUTIONS (SUM 9, 11, 12 & 13)	<u> </u>	6	179,689.00
23. MONETARY CONTRIBUTIONS & LOANS RECEIVED REQUIRING A RECORD OF NAME & ADD	DRESS (SUM 9, 13 & 20)	6	
		<u>[</u> ₩ '	479,689.00 FORM CD1





NAME OF COMMITTEE	DATE
GREITENS FOR MISSOURI	4/28/2017

INSTRUCTIONS

PURPOSE: The purpose of the Contributions Received supplement is to provide a printed outline for attaching additional pages to Form CD1 (Contributions Received). This form should be used as additional space for reporting persons contributing more than \$100 and for committee contributions. This form may be reproduced as needed.

Total all itemized contributions at the bottom of the page and carry to item 7 (Subtotal: Itemized Contributions From Any Attached Pages) on Form CD-1.

A. ITEMIZED CONT	RIBUTIONS RECEIVED	4, DATE RECEIVED	5. AMOUNT RECEIVED	
	EES REGARDLESS OF THE AMOUNT, OR FROM PERSONS GIVING			
	TO A COMMITTEE.	AGGREGATE TO	(CHECK IF MONETARY	
3. NAME, ADDRESS	AND OCCUPATION (LIST COMMITTEES FIRST)	DATE	OR IN-KIND)	
NAME:				
ADDRESS:	August Busch III	2 (5 (2015	\$ 50,000.00	
CITY / STATE:	1 Mid Rivers Mall Dr.	3/5/2015		
EMPLOYER:	St. Louis MO 63376 Retired	¢ =0.000.00	MONETARY	
		\$ 50,000.00		
NAME:				
ADDRESS:	Greggory Favre		\$ 1,000.00	
CITY / STATE:	6494 Scanlan Ave.	3/9/2015	ļ Į _,	
EMPLOYER:	St. Louis MO 63139 St. Louis Fire Department Fire Captain		MONETARY	
	St. hours file bepartment file captain	\$ 1,000.00		
NAME:				
ADDRESS:			\$ 249.00	
CITY / STATE:	Ralph Coti 120 E 61ST Street	3/9/2015	Ψ	
EMPLOYER:	New York NY 10065	*****		
	Coti & Sugrue Attorney	\$ 249.00		
NAME:				
ADDRESS:			¢ 15 000 00	
CITY / STATE:	Monu Joseph 1218 Coronado Dr.	3/9/2015	\$ 15,000.00	
EMPLOYER:	Laguna Beach CA 92651			
	Fund Manager	\$ 15,000.00		
NAME:				
ADDRESS:	Gray Arch Income Property	3/9/2015	\$ 10,000.00	
CITY / STATE:	1218 Coronado Dr.	57572015	·	
EMPLOYER:	Laguna Beach CA 92651	\$ 10,000.00	MONETARY	
		<i> </i>		
NAME:				
ADDRESS:	Robert Lee Reffkin	3/10/2015	\$ 500.00	
CITY / STATE:	100 Jane Street New York NY 10014			
EMPLOYER:	Compass Founder & CEO	\$ 500.00	MONETARY	
		φ 300.00		
NAME:				
ADDRESS:	Eric Karlovic		\$ 25,000.00	
CITY / STATE:	477 Kassie View Court Des Peres MO 63122	3/10/2015		
EMPLOYER:	HLK Agency	¢ 05 000 00		
		\$ 25,000.00		
NAME:		1		
ADDRESS:	John C. Hauck	0 /11 /001 -	\$ 100,000.00	
CITY / STATE:	1151 Highland Pointe Drive	3/11/2015	÷ 100,000.00	
EMPLOYER:	St. Louis MO 63131 TSI Holding Company General Manager			
		\$ 100,000.00		
		,		
TOTAL: ITEMIZED CONTRIBUTIONS				
(CARRY TO ITEM 7 "SUBTOTAL: ITEMIZED CONTRIBUTIONS FROM ANY ATTACHED PAGES" ON FORM CD-1)				





	DATE	
GREITENS FOR MISSOURI	4/28/2017	
NSTRUCTIONS		
PURPOSE: The purpose of the Contributions Received supplement is to provide a print (Contributions Received). This form should be used as additional space for reporting per committee contributions. This form may be reproduced as needed.		
Total all itemized contributions at the bottom of the page and carry to item 7 (Subtotal: 1 Form CD-1.	Itemized Contributions From	Any Attached Pages) on
If further information is needed concerning reporting itemized expenditures, see Form C	D-1 Instructions.	
, ITEMIZED CONTRIBUTIONS RECEIVED	4. DATE RECEIVED	5. AMOUNT RECEIVED
FROM COMMITTEES REGARDLESS OF THE AMOUNT, OR FROM PERSONS GIVING MORE THAN \$100 TO A COMMITTEE.	AGGREGATE TO	(CHECK IF MONETARY
NORE THAN \$100 TO A COMMITTEES (LIST COMMITTEES FIRST)	DATE	OR IN-KIND)
AME:		
DDRESS: Eric & Sheena Greitens	0/04/0015	\$ 50,000.00
ITY/STATE: 4522 Maryland Ave	2/24/2015	
MPLOYER: St. Louis MO 63108 The Greitens Group CEO	\$ 50,000,00	MONETARY
COMMITTEE:	\$ 50,000.00	
AME:		
DDRESS: Jeff & Susan Stuerman	2/25/2015	\$ 25,000.00
ITY/STATE: 950 Weatherstone St. Charles MO 63304	2/20/2010	
MPLOYER: Stuerman & Company LLC President	\$ 25,000.00	MONETARY
COMMITTEE:	ψ 20,000.00	
AME:		• • • • • • • • •
DDRESS: Mark & Paula Bobak	2/25/2015	\$ 25,000.00
TY/STATE: 15 Cricklewood Place St. Louis MO 63131	2/25/2015	
MPLOYER: Williams Venker & Sanders Attorney	\$ 25,000.00	MONETARY
	ψ 20/000.00	
		•
DDRESS: Ken Harbaugh	3/4/2015	\$ 5,001.00
TY/STATE: 661 W Palm Ave El Segundo CA 90245-2065		
MPLOYER: Team Rubicon Chief Operations Officer	\$ 5,001.00	
AME: DDRESS: Frank Kavanaugh		\$ 50,000,00
DDRESS: Frank Kavanaugh TY/STATE: 120 Vantis #300	3/4/2015	\$ 50,000.00
Aliso Viejo CA 92656		
	\$ 50,000.00	
		\$ 2,500.00
JURESS: Benjamin Durham TY/STATE: 9260 Old Bonhomme Rd.	3/4/2015	\$ 2,500.00
St. Louis MO 63132-4323	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
MPLOYER: Retired	\$ 2,500.00	
		\$ 1.000.00
TY/STATE. 733 E Whitney Rd	3/4/2015	\$ 1,000.00
Anchorage AK 99501	M 19494 994 994 994 997 997 997 997 997 997	
MPLOYER: Craig Taylor Equipment	\$ 1,000.00	
		\$ 50.00
DDRESS: Scott Glabe TY/STATE: 147 Auncient Oak Rd.	3/4/2015	φ 50.00
Bethlehem CT 06751		
MPLOYER: Attorney	\$ 50.00	





	CONI	****	
GREIT	ENS	FOR	MISSOURI

DATE 4/28/2017

PURPOSE: The purpose of the Contributions Received supplement is to provide a printed outline for attaching additional pages to Form CD1 (Contributions Received). This form should be used as additional space for reporting persons contributing more than \$100 and for committee contributions. This form may be reproduced as needed.

Total all itemized contributions at the bottom of the page and carry to item 7 (Subtotal: Itemized Contributions From Any Attached Pages) on Form CD-1.

	RIBUTIONS RECEIVED	4. DATE RECEIVED	5. AMOUNT RECEIVED
MORE THAN \$10	EES REGARDLESS OF THE AMOUNT, OR FROM PERSONS GIVING 0 TO A COMMITTEE. 5 AND OCCUPATION (LIST COMMITTEES FIRST)	AGGREGATE TO DATE	(CHECK IF MONETARY OR IN-KIND)
NAME: ADDRESS: CITY / STATE: EMPLOYER: COMMITTEE:	Tim and Janet Chestnut 7209 S. South Meadows Road Spokane WA 99223 Self-Employed Physician	3/11/2015	\$ 5,000.00
NAME: ADDRESS: CITY / STATE: EMPLOYER: COMMITTEE:	Tim Noonan #26 Westmoreland Place St. Louis MO 63108 Boeing	3/13/2015 \$ 25,000.00	\$ 25,000.00
NAME: ADDRESS: CITY / STATE: EMPLOYER: COMMITTEE:	Paul Eisenstein 4525 N 22nd Street Phoenix AZ 85016 Leadership Search Director	3/13/2015 \$ 150.00	\$ 150.00 MONETARY
NAME: ADDRESS: CITY / STATE: EMPLOYER: COMMITTEE:	Terry Scariot 116 Sunningdale Drive Georgetown KY 40324 Remington Partners	3/16/2015 \$ 10,000.00	\$ 10,000.00 MONETARY IN-KIND
NAME: ADDRESS: CITY / STATE: EMPLOYER: COMMITTEE:	Kathleen Harbaugh 789 Backhaus Rd. Pipe Creek TX 78063 Triple H Equitherapy	3/19/2015 \$ 5,500.00	\$ 5,500.00
NAME: ADDRESS: CITY / STATE: EMPLOYER: COMMITTEE:	George H. Walker III 19 Portland Place St. Louis MO 63108 Retired Ambassador	3/23/2015 \$ 1,000.00	\$ 1,000.00 MONETARY IN-KIND
NAME: ADDRESS: CITY / STATE: EMPLOYER: COMMITTEE:	Gregg Berdy 12990 Manchester Road Des Peres MO 63131 Ophthalmology Associates Opthalmologist	3/25/2015 \$ 300.00	\$ 300.00 MONETARY IN-KIND
NAME: ADDRESS: CITY / STATE: EMPLOYER: COMMITTEE:	Karen Meara 543 Willow Lake Court Weldon Spring MO 63304 RN / Homemaker	3/25/2015 \$ 25,000.00	\$ 25,000.00 MONETARY IN-KIND
	D CONTRIBUTIONS TO ITEM 7 "SUBTOTAL: ITEMIZED CONTRIBUTIONS FROM ANY ATTA	CHED PAGES" ON FORM CE]





NAME OF COMMITTEE DATE GREITENS FOR MISSOÙRI 4/28/2017 INSTRUCTIONS

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Total all itemized contributions at the bottom of the page and carry to item 7 (Subtotal: Itemized Contributions From Any Attached Pages) on Form CD-1.

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	ES REGARDLESS OF THE AMOUNT, OR FROM PERSONS GIVING		(CHECK IF MONETARY
	TO A COMMITTEE.	AGGREGATE TO DATE	OR IN-KIND)
	AND OCCUPATION (LIST COMMITTEES FIRST)		
NAME:			\$ 9,000.00
ADDRESS:	George H. Walker III 19 Portland Place	3/25/2015	φ 9,000.00
CITY / STATE:	St. Louis MO 63108	*****	
EMPLOYER:	Retired Ambassador	\$ 10,000.00	
	and the second sec		
NAME: ADDRESS:			\$ 5,000.00
CITY / STATE:	William Coppel 85 Waterman Place	3/25/2015	φ 3,000.00
EMPLOYER:	St. Louis MO 63112	****	
	FirstClearing Managing Director	\$ 5,000.00	
NAME:			\$ 5,001.00
ADDRESS:	Rodney and Silvette Bullard 592 Kenion Forest Way	3/26/2015	φ 3,001.00
CITY / STATE:	Lilburn GA 30047		
	Chick-fil-a VP	\$ 5,001.00	
	· · · ·	· · · · · · · · · · · · · · · · · · ·	
NAME:			ſ az az
ADDRESS:	Marsha Koski	3/27/2015	\$ 25.00
CITY / STATE:	49 Stoneyside Lane Olivette MO 63132		
EMPLOYER:	Requested Requested	\$ 25.00	MONETARY
		•	
NAME:			
ADDRESS:	A. Robert Greitens 13320 Windbrooke Lane	3/27/2015	\$ 25.00
CITY / STATE:	St Louis MO 63146	372172013	
EMPLOYER:	Retired	\$ 25.00	
		Ψ 20.00	
NAME:			•
ADDRESS:	Rebecca Greitens	3/27/2015	\$ 25.00
CITY / STATE:	13320 Windbrooke Lane St Louis MO 63146	072772010	
EMPLOYER:	Retired	\$ 25.00	MONETARY
		\$ 23.00	
NAME:			
ADDRESS:	Keith Pellegrini	0 / 01 / 001 5	\$ 1,000.00
CITY / STATE:	11702 Tumbrel Court Fairfax VA 22030	3/31/2015	
EMPLOYER:	DOD U.S. Army	\$ 1,000.00	MONETARY
		Ψ 1,000.00	
NAME:			
ADDRESS:	Terry Franc	3/31/2015	\$ 5,000.00
CITY / STATE:	19 Briar Cliff Drive St Louis MO 63124	2/21/2013	
EMPLOYER:	Self-Employed Contractor	¢ = 000 00	MONETARY
		\$ 5,000.00	
TOTAL: ITEMIZED	CONTRIBUTIONS	· · · · · · · · · · · · · · · · · · ·	
(CARRY TO ITEM 7 "SUBTOTAL: ITEMIZED CONTRIBUTIONS FROM ANY ATTACHED PAGES" ON FORM CD-1)			





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GREIT	'EN\$	FOR	MISSOURI

DATE 4/28/2017

INSTRUCTIONS

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Total all itemized contributions at the bottom of the page and carry to item 7 (Subtotal: Itemized Contributions From Any Attached Pages) on Form CD-1.

A. ITEMIZED CONTRIBUTIONS RECEIVED	4. DATE RECEIVED	5. AMOUNT RECEIVED
FROM COMMITTEES REGARDLESS OF THE AMOUNT, OR FROM PERSONS GIVING MORE THAN \$100 TO A COMMITTEE.	AGGREGATE TO	(CHECK IF MONETARY
3. NAME, ADDRESS AND OCCUPATION (LIST COMMITTEES FIRST)	DATE	OR IN-KIND)
NAME:		1
ADD 500		\$ 10,000.00
CITY/STATE: 15 Leonard Court	3/31/2015	v
Princeton NJ 8540		MONETARY
	\$ 10,000.00	
NAME:		C 1 00.00
ADDRESS: Tom Borda	3/31/2015	\$ 100.00
CITY/STATE: 1145 W Lill Avenue Chicago IL 60614		
EMPLOYER: Competitor Group Marketing/Sales	\$ 100.00	MONETARY
	\$ 100.00	
NAME:		
ADDRESS: Mason Fink		\$ 10,000.00
CITY / STATE: 704 E Maple Ave	3/31/2015	
EMPLOYER: Orange CA 92866 Self Consultant		MONETARY
	\$ 10,000.00	
NAME;		
		\$ 1,000.00
ADDRESS: Sally Coleman C(TY/STATE: 15111 Isleview Dr	3/31/2015	¢ 1,000.00
Chesterfield MO 63017	*****	
EMPLOYER: Requested Requested	\$ 1,000.00	
NAME:		f
ADDRESS: Nancy Martin CITY (CTATE, 7122 Northmoor Drive	3/31/2015	\$ 1,000.00
CHT/STARE. St Louis MO 63105	575172015	
EMPLOYER: Homemaker	\$ 1,000.00	MONETARY
	\$ 17000.00	
NAME:		
ADDRESS: Paul Turkeltaub	2 / 21 / 201 5	\$ 100.00
CITY/STATE: 9112 Fall River Lane	3/31/2015	
EMPLOYER: Retired Retired	•	MONETARY
	\$ 100.00	
NAME:		
ADDRESS: Michael Martinich-Sauer		\$ 163.00
1995 Claubania Marrago	3/31/2015	þ 163.00
Richmond Heights MO 63117		
EMPLOYER: Clark & Sauer, LLC Attorney	\$ 163.00	MONETARY
NAME:		
ADDRESS: Danny Laub	3/1/2015	\$ 600.00
CITY/STATE: 6621 Wise Ave St Louis MO 63139		l
EMPLOYER: Greitens for Missouri Campaign Manager	\$ 600.00	MONETARY
	\$ 600.00	
TOTAL: ITEMIZED CONTRIBUTIONS	· •····]
(CARRY TO ITEM 7 "SUBTOTAL: ITEMIZED CONTRIBUTIONS FROM ANY ATTAC	TED PAGES ON FORM CL	

|--|

MISSOURI ETHICS COMMISSION EXPENDITURES AND CONTRIBUTIONS MADE

Instructions on Reverse Side				
1. Name of Committee 2. Report Date		A		
GREITENS FOR MISSOURI 4/28/2017				
A. Expenditures of \$100 or Less by Category (List Payments to Campaign Workers in Section B Below)			4. Amount Paid o	
3. Category of Expenditure			This Perio	bd
5. Subtotal: Non-Itemized Expenditures This Page (Sum Column	4)		\$	0.00
6. Subtotal: Non-Itemized Expenditures Any Attached Pages	·/		+	0.00
7. Total: Non-Itemized Expenditures This Period (Sum 5 + 6)		<u> </u>	\$	0.00
B. Itemized Expenditures All Over \$100		10. Purpose - (If	Ψ	
And All Payments To Campaign Workers	9, Date	Payment was to a	11. Amount Th	is Period
8. Name and Address of Recipient		Campaign Worker, Show Aggregate Paid)		
Name:			\$	
Address:			Paid	
City / State:				
Name:			\$	
Address: View Supplemental Form(s)			Paid	
City / State:				
Name:			\$	
Address:			Paid	
	City / State:			
12. Subtotal: This Page (Sum Column 11)			\$	0.00
13. Subtotal: Any Attached Pages				789.94
14. Total: Itemized Expenditures This Period (Sum 12 + 13)				789.94
15. Total: Monetary Expenditures This Period (Sum 7 + 14)				789.94
16. Amount of Line 15 Above which was Paid Out This Period				500.77
17. Amount of Line 15 Which Were Expenditures Incurred This Period Including Payments Made by Credit Cards			+	L89.17
18. If Committee Made Any In-Kind Expenditures This Period, List Amount			\$	0.00
19. Funds Used For Paying Loans/Credit Cards This Period (Attac	h Form CD1B - amount ge	bes to Line 5 / Part II)	\$	0.00
C. Contributions Made (Regardless of Amount)		21. Date	22. Amoi	Int
20. Name and Address of Candidate or Committee				
Name:			\$	
Address:			Monetary	
City / State:			In-Kind	
Address:			Ψ Monetary	
City / State:				
Name:			\$	
Address:			Monetary	
City / State:				1
23. Subtotal: This Page (Sum Column 22)			\$	0.00
24. Subtotal: Any Attached Pages		· · ·	\$	0.00
	······································	A. By Cash / Check	\$	0.00
25. Total: Monetary Contributions Made This Period		B. By Credit Card	\$	0.00
26. If Committee Made Any Loans This Period, List Amount	<u> </u>		\$	
27. Total: All Monetary Contributions and Loans Made This Period	d (Sum 25 + 26)		\$	0.00
28. Total: In-Kind Contributions Made This Period, List Amount			\$	0.00
MO 300-1315 (1-10)				Form CD3



MISSOURI ETHICS COMMISSION ITEMIZED EXPENDITURES OVER \$100 SUPPLEMENTAL FORM



NAME OF COMMITTEE		REPORT DATE	is a set there is a strategy to
GREITENS FOR MISSOURI		4/28/2017	·······
ITEMIZED EXPENDITURES ALL OVER \$100 AND ALL PAYMENTS TO CAMPAIGN WORKERS NAME AND ADDRESS OF RECIPIENT	DATE	PURPOSE - (IF PAYMENT WAS TO A CAMPAIGN WORKER, SHOW AGGREGATE PAID)	AMOUNT THIS PERIOD
NAME: Deluxe Business Systems ADDRESS: P.O. Box 64468 CITY/STATE: St. Paul MN 55164	2/18/2015	Checks \$	PAID 125.63
NAME: St. Louis Office Furniture ADDRESS: 419 East Gano CITY/STATE: St. Louis MO 63147	3/2/2015	Office Furniture \$ 2,631.20	\$ 2,631.20 PAID INCURRED
NAME: Mental Health Associates PC ADDRESS: 14 Hortense Place CITY/STATE: St. Louis MO 63108	3/4/2015	Rent \$	\$ 3,800.00
NAME: Daniel Laub ADDRESS: 6621 Wise Avenue CITY/STATE: St. Louis MO 63139	3/4/2015	Campaign Worker \$ 6,509.82	\$ 5,000.00
NAME: OfficeMax ADDRESS: Office Max #1159 154 THF Boulevard CITY/STATE: Chesterfield MO 63005	3/5/2015	Office Supplies \$ 461.37	\$ 461.37
NAME: Best Buy #143 ADDRESS: 178 THF Boulevard CITY / STATE: Chesterfield MO 63005	3/5/2015	Office Equipment \$ 892.80	S PAID 892.80
NAME: Best Buy #143 ADDRESS: 178 THF Boulevard CITY / STATE: Chesterfield MO 63005	3/5/2015	Office Equipment \$ 1,044.66	\$ └ PAID 151.86 INCURRED
NAME: Michael Hafner ADDRESS: 1001 Raritan Apt 304 CITY/STATE: St. Louis MO 63119	3/5/2015	Campaign Worker \$ 4,000.00	\$ PAID 4,000.00 INCURRED
NAME: City of St. Louis ADDRESS: 1200 Market St CITY / STATE: St. Louis MO 63103	3/6/2015	Permit fees \$	\$ ✓ PAID 160.00 ☐ INCURRED
NAME: Carrollton Bank ADDRESS: 7911 Forsyth Blvd CITY/STATE: Clayton MO 63105	3/9/2015	Incoming wire fees \$ 40.00	PAID 40.00
NAME: American Airlines ADDRESS: 4333 Amon Carter Blvd CITY/STATE: Ft. Worth TX 76155	3/10/2015	Air Travel	\$ PAID 629.70 ☐ INCURRED
NAME: Left Bank Books ADDRESS: 399 N Euclid CITY/STATÈ: ^{St.} Louis MO 63108	3/10/2015	Publications	PAID 2,994.24
NAME: HOTELS.COM ADDRESS: 10440 North Central Expressway CITY/STATE: Dallas TX 75231	3/12/2015	Travel Accomodations	PAID 299.11
NAME: Michael Hafner ADDRESS: 1001 Raritan Apt 304 CITY/STATE: St. Louis MO 63119	3/23/2015	Reimburse Travel - see addendum \$	S PAID 806.71
NAME: Michael Hafner ADDRESS: 1001 Raritan Apt 304 CITY/STATE: St. Louis MO 63119	3/23/2015	Campaign Worker \$ 8,806.71	\$ PAID 4,000.00 INCURRED
TOTAL: ITEMIZED EXPENDITURES ALL OVER \$100 AND ALL (CARRY TO ITEM 13. "SUBTOTAL: ANY ATTACHED P.		GN WORKERS	\$



MISSOURI ETHICS COMMISSION ITEMIZED EXPENDITURES OVER \$100 SUPPLEMENTAL FORM



NAME OF COM			REPORT DATE	
	FOR MISSOURI		4/28/2017	· · · · · · · · · · · · · · · · · · ·
	ED EXPENDITURES ALL OVER \$100		PURPOSE - (IF PAYMENT WAS TO A CAMPAIGN	
	L PAYMENTS TO CAMPAIGN WORKERS	DATE	WORKER, SHOW	AMOUNT THIS PERIOD
			AGGREGATE PAID)	•
NAME:	USPS Marian Oldham Station		Postage	2.86
ADDRESS:	4021 Laclede St. Louis MO 63108	3/25/2015	_	
CITY / STATE:			\$	
NAME:	USPS		Postage	\$ 68.97
ADDRESS:	Marian Oldham Station 4021 Laclede	3/25/2015		
CITY / STATE:	St. Louis MO 63108		\$	
NAME:	Office Depot		Office Supplies	\$
ADDRESS:	Office Depot #2529 4061 Lindell Blvd	3/25/2015		
CITY / STATE:	St. Louis MO 63108		\$ 194.29	
NAME:	Piyrx, Inc.		Credit Card Processing	\$ 22 20
ADDRESS:	144 Second Street	3/31/2015		PAID 21.38
CITY / STATE:	San Francisco CA 94105		\$	
NAME:	Daniel Laub		Reimburse Expenses - See Addendum	\$
ADDRESS:	6621 Wise Ave	3/4/2015		PAID 1,509.82
CITY / STATE:	St Louis MO 63139		\$	
NAME:				\$
ADDRESS:				PAID
CITY / STATE:			\$	
NAME:				\$
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NAME:				الم الم
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CITY / STATE:			\$	
TOTAL: ITE	MIZED EXPENDITURES ALL OVER \$100 AND ALL	PAYMENTS TO CAMPAIG	N WORKERS	ļ
(CARRY TO ITEM 13. "SUBTOTAL: ANY ATTACHED PAGES" ON FORM CD-3)				I\$



Missouri Ethics Commission ADDENDUM STATEMENT

M.E.C. ID NO. _____ C151053

INSTRUCTIONS ON REVERSE SIDE

PURPOSE: Form Addendum should be used for explanation of any additional information needed to complete an accurate filing of this report.

General Addendum:

Expenses for Daniel Laub on March 4, 2015: office supplies = 138.44; telecommunications = \$274.06; Mileage = 524.23; Transportation, Lodging and Meals = 573.09

General Addendum:

Expenses for Michael Hafner on March 23, 2015: mileage = 431.25; lodging = 339.46: parking = 36.00

BEFORE THE MISSOURI ETHICS COMMISSION

Filed APR 2 8 2017 Missouri Ethics Commission

Case No. 16-0107-1

MISSOURI ETHICS COMMISSION)
)
	Petitioner,)
)
ν.)
)
GREITENS FOR MISSOURI and)
ERIC GREITENS,)
)

Respondents.

JOINT STIPULATION OF FACTS, WAIVER OF HEARING BEFORE THE MISSOURI ETHICS COMMISSION, AND CONSENT ORDER WITH JOINT PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW

)

The undersigned parties jointly stipulate to the facts and consent to the action set forth below. The undersigned Respondents, Greitens for Missouri and Eric Greitens, acknowledge that they have received and reviewed a copy of the Complaint filed by the Petitioner in this case, and the parties submit to the jurisdiction of the Missouri Ethics Commission.

The undersigned Respondents further acknowledge that they are aware of the various rights and privileges afforded them by law, including but not limited to: the right to appear and be represented by counsel; the right to have all allegations against Respondents be proven upon the record by competent and substantial evidence; the right to cross-examine any witness appearing against Respondents at a hearing; the right to present evidence on Respondents' behalf at a hearing; and the right to a decision upon the record of a hearing. Being aware of these rights provided to Respondents by law, the undersigned Respondents knowingly and voluntarily waive each and every one of these rights and freely enter into this Joint Stipulation of Facts, Waiver of

EXHIBIT ENGAD 800-821-8880 / | Hearing Before the Missouri Ethics Commission, and Consent Order With Joint Proposed Findings of Fact and Conclusions of Law, and agree to abide by the terms of this document.

I.

Based upon the foregoing, the Petitioner and the undersigned Respondents jointly stipulate to the following and request that the Missouri Ethics Commission adopt as its own the proposed Joint Findings of Fact and the proposed Joint Conclusions of Law, as follows:

JOINT PROPOSED FINDINGS OF FACT

1. The Missouri Ethics Commission (the "Commission") is an agency of the State of Missouri established pursuant to § 105.955, RSMo, in part for the purpose of enforcing the provisions of Chapter 130, RSMo.

2. Respondent Greitens for Missouri (the "Committee") is a candidate committee under Chapter 130, RSMo.

3. Respondent Eric Greitens ("Greitens") was a candidate for Governor of Missouri in the August 2, 2016 primary election and the November 8, 2016 general election.

4. Pursuant to Section 105.961, RSMo, the Commission's staff has investigated a complaint filed with the Commission relating to activities of the Respondents and reported the investigation's findings to the Commission.

5. Based upon the report of the Commission's staff, the Commission determined that there are reasonable grounds to believe that a violation of law occurred, and it therefore voted to refer the matter to Commission counsel pursuant to Section 105.961, RSMo.

COUNT I

Failure to Report Contribution Received

6. At a date uncertain but believed by the undersigned parties to be in early 2015, the Committee received the benefit of a list of prospective donors (the "List"), for which the Committee did not pay, and which was not expressly contemplated in any contract executed by the Committee for fundraising or other services. At least one employee or agent of the Committee used the List to contact potential donors to the Committee.

7. The List had a fair market value in excess of One Hundred Dollars (\$100.00).

8. No person acting as an agent of the Committee for purposes of accepting possession of the List rendered to the Committee's treasurer a detailed account thereof, as contemplated by 130.036(1), RSMo.

9. The Committee did not disclose as a contribution received, on the disclosure report that it filed for the period during which a Committee employee or agent accepted the List, the fair market value of the list.

10. On or about $\underline{April 28}_{,2017}$, the Committee filed an amendment of its disclosure report that was filed on $\underline{April 15}_{,2015}$, reporting that it received the List as an in-kind contribution, that the value of the in-kind contribution was $\underline{Six Hundred}_{,Dollars}$ (\$ 600.00), and that the contribution was received from $\underline{Danie(Laub}_{,M})$.

JOINT CONCLUSIONS OF LAW

<u>COUNT I</u>

Failure to Report Contribution Received

1. Section 130.041.1(3), RSMo reads in pertinent part as follows:

1. Except as provided in subsection 5 of section 130.016, the candidate, if applicable, a treasurer or deputy treasurer of every committee which is required to file a statement of organization, shall file a legibly printed or typed disclosure report of receipts and expenditures. The reports shall be filed with the appropriate officer designated in section 130.026 at the times and for the periods prescribed in section 130.046. Except as provided in sections 130.049 and 130.050, each report shall set forth:

(3) Receipts for the period, including:

(d) Total dollar value of all in-kind contributions received;

(e) A separate listing by name and address and employer, or occupation if self-employed or notation of retirement, of each person from whom the committee received contributions in money or any other thing of value, aggregating more than one hundred dollars, together with the date and amount of each such contribution.

2. Section 130.046.1, RSMo sets out the times for filing disclosure reports for periods prior to an election.

3. Under Section 130.058, RSMo, the candidate is ultimately responsible for all reporting requirements for the candidate's committee under Chapter 130, RSMo.

4. The Commission finds there is probable cause to believe that a violation of § 130.041.1(3), RSMo occurred when the Committee failed to timely disclose the List as an inkind contribution on the disclosure report for the period during which it was received. Respondents assert that they acted in good faith to comply with Missouri's campaign finance laws.

II.

Based on the foregoing, the parties hereto mutually agree and stipulate that the following shall constitute the order entered by the Missouri Ethics Commission in this matter. This order will be effective immediately upon the issuance of the Consent Order of the Missouri Ethics Commission without further action by any party.

1. The parties understand that the Petitioner will maintain this Joint Stipulation as an open and public record of the Missouri Ethics Commission.

2. The Commission shall issue its Consent Order in the form attached hereto as Exhibit A.

a. Respondents shall comply with all relevant sections of Chapter 130, RSMo.

b. It is order of the Missouri Ethics Commission that a fee is imposed against the Respondent Greitens for Missouri in the amount of \$1,000.00 pursuant to \$105.961.4(6), RSMo. However, if Respondent pays ten percent (10%), of that fee, amounting to \$100.00, within forty-five (45) days after the date of this Order, the remainder of the fee will be stayed, subject to the provisions below. The fee will be paid by check or money order made payable to the Missouri Ethics Commission.

c. If either of the Respondents commits any further violation or violations of the laws under Chapter 130, RSMo, within the two-year period from the date of this Order, then Respondents will be required to pay the remainder of the fee. The fee would be due immediately upon final adjudication finding that either of the Respondents had committed such a violation.

3. The parties consent to the entry of record and approval of this Joint Stipulation and to the termination of any further proceedings before the Commission based upon the Complaint filed by the Petitioner in the above action.

4. Respondents, together with their respective heirs, successors, and assigns, do hereby waive, release, acquit and forever discharge the Missouri Ethics Commission and its attorneys of or from any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including, but not limited to, a claim for attorney's fees whatsoever which Respondents or Respondents' attorney may now have or which they may hereafter have, which is based upon or arise out of the above case.

PETITIONER MISSOURI ETHICS COMMISSION

ung Kluby $\frac{4-28-17}{\text{Date}}$ James Klahr

Executive Director

4-27-17 John 3

Attorney for Petitioner

RESPONDENT HON. ERIC GREITENS

Ву Hon. Eric Greitens Date

By:<u>Michael</u> Michael G. Adams pril 26,2017 Date

Attorney for Respondent

RESPONDENT GREITENS FOR MISSOURI

RESPONDENT HON. ERIC GREITENS

By: ______ Hon. Eric Greitens Date

By: ______ Michael G. Adams Date Attorney for Respondent

RESPONDENT GREITENS FOR MISSOURI

<u>eron 4124(17</u> Date By: _____ Jeff Stuerre

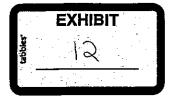
Treasurer

<u>, k</u>.

By: Michael G. Adams

Attorney for Respondent

Date Appril 26,201 >



NONDISCLOSURE AGREEMENT (EMPLOYEE)

THIS NONDISCLOSURE AGREEMENT (the "Agreement") is entered into the month of ______ and year of ______, by and between THE CENTER FOR CITIZEN LEADERSHIP, a Missouri nonprofit corporation d/b/a THE MISSION CONTINUES (hereinafter referred to as "TMC"), and _______, an individual (hereinafter referred to as "Employee").

WHEREAS, Employee is currently employed by the Company (or desires to become an employee of the Company); and

WHEREAS, the Company desires that Employee agree not to disclose or misuse certain confidential information; and

WHEREAS, in consideration of Employee's employment (or such continued employment, as TMC shall elect to provide) with TMC, Employee is willing to make such agreements.

NOW, THEREFORE, in consideration of the above-mentioned premises, which are incorporated into this Agreement as though fully set forth at length herein, and the mutual promises and covenants of the parties, as hereinafter set forth, the parties agree as follows:

1. <u>Definition of Confidential Information</u>. "Confidential Information" means all information, tangible or intangible, which is related to the operations, plans, strategies, goals, fundraising, business, designs, and/or management of TMC or the subsidiaries and affiliates of TMC, including, but not by way of limitation, the following:

- (A) personal information of any Mission Continues Fellows, and contact information for any Mission Continues Fellows;
- (B) personal information of any volunteers of TMC, and contact information for any volunteers of TMC;
- (C) the identities of any donors or investors, and any personal information of donors or investors, and any contact information for donors or investors;
- (D) the identities of any persons in the Salesforce database of TMC, and any personal information of any such persons, and any contact information for any such persons;
- (E) personal information of any members of the Board of Advisors of TMC, and contact information for any members of the Board of Advisors of TMC;
- (F) personal information of any employees, directors or officers of TMC, and contact information for any employees, directors or officers of TMC;
- (G) information related to or regarding the finances of TMC (including, without limitation, financial statements, payroll information, tax returns, fundraising reports, tax exemption filings, and financial data);

- (H) information related to or regarding any grant applications and/or any applications for loans, funding or investment;
- (I) plans, lists, databases, marketing and sales practices, projections, trade or business secrets, identities of consultants or advisors, identities of contractors, studies, findings, correspondence and similar or dissimilar information relating to the operations or activities of TMC.

2 Non-Disclosure of Confidential Information.

A. The Employee shall keep all Confidential Information disclosed to or received by Employee in strict confidence. Employee shall not at any time during Employee's employment with TMC or at any time after termination or expiration of Employee's employment with TMC disclose any Confidential Information to any third party, in whole or in part. Without limiting the generality of the preceding sentence, the disclosure prohibited in the preceding sentence includes, without limitation, any posting, publishing, or transmission of Confidential Information on or through social media or on or through the Internet in any manner. Upon termination or expiration of Employee's employment, all Confidential Information and all other property of the Company that is in the possession or under the control of Employee shall be returned to Company, and no copies thereof shall be retained by Employee.

B. Employee shall not be liable for disclosure of Confidential Information if:

(i) TMC specifically authorizes and directs Employee, in the performance of Employee's duties, to disclose such Confidential Information; or

(ii) Employee discloses the Confidential Information pursuant to any valid and enforceable subpoena or other judicial compulsion, provided that Employee shall have first promptly notified the Company of such subpoena or judicial compulsion and given the Company opportunity to contest or enjoin such disclosure; or

(iii) such Confidential Information has become generally available to the public without breach by Employee of this Agreement.

3. Ownership of Intellectual Property Rights.

A. Employee acknowledges and agrees that all intellectual property that is developed by Employee during the time Employee is employed by TMC, and that is within the scope of Employee's employment with TMC, is the property of TMC, including but not limited to any copyrights or trade secrets. Without limiting the generality of the foregoing, the parties hereby agree that any work created by Employee in the scope of Employee's employment shall be deemed a "work made for hire" under the United States Copyright Act. TMC owns all intellectual property rights developed by Employee within the scope of Employee's employment whether developed during TMC's work hours, or at other times, whether developed at TMC's offices or at other locations, whether developed with or without use of TMC resources, and whether developed for TMC or for someone else. B. Employee agrees to promptly execute all documents (including, without limitation, any copyright assignments or related documents) requested by TMC in order to register ownership of such intellectual property rights in the name of TMC (or in any name designated by TMC) and to otherwise implement the terms of this Agreement, and to otherwise take such actions as TMC may request in order to protect TMC's rights under this Section.

C. Unless Employee has first received the prior written consent (by email or letter) of TMC, Employee shall not use or display any portion of any such intellectual property in connection with Employee's portfolio, or Employee's website, or otherwise in any context outside of Employee's employment. TMC shall not unreasonably withhold or delay its consent for such use or display. TMC may, at any time, revoke such consent if TMC determines that such use or display is offensive, defamatory, or inappropriate.

4. Remedies. Sections 2 and 3 apply with full force and effect regardless of when, how or why the employment of Employee is terminated and regardless of the cause of such termination; and thus, for example, shall continue to apply if Employee voluntarily leaves his/her employment, if he/she is terminated with or without cause, or if the term of his/her employment expires. It is mutually agreed that the provisions of Sections 2 and 3 are reasonable and acceptable to both parties hereto. It is further mutually agreed that such provisions are necessary to protect the legitimate business interests and charitable purposes of TMC. With respect to each and every breach or violation by Employee of any or all of such provisions, TMC, in addition to all other remedies, shall be entitled to enjoin Employee from the continuance thereof and may apply to any court of competent jurisdiction for entry of a temporary restraining order or injunction. TMC and Employee acknowledge that the unauthorized disclosure by Employee of the Confidential Information or any breach or violation by Employee of the provisions of Sections 2 or 3 would cause irreparable damage to TMC and that it is difficult to ascertain the nature and extent of such irreparable damage. TMC may pursue any and all remedies concurrently or consecutively in any order as to any such breach or violation, and the pursuit of one of such remedies at any time will not be deemed an election of remedies nor waiver of the right to pursue any and all other remedies.

5. <u>No Promise by the Company of any Minimum Term of Employment</u>. Nothing contained in this Agreement shall be deemed to constitute any obligation of TMC to provide employment to Employee for any specific minimum period of time, or to restrict or limit in any respect any rights of termination, or remedies, which TMC might otherwise have, in the absence of this Agreement.

6. <u>Waiver</u>. No failure in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise or any right, power, or privilege hereunder.

7. <u>Amendments</u>. This Agreement may not be amended or in any manner modified except by a written instrument signed by both TMC and Employee.

8. <u>Attorneys' Fees</u>. If TMC commences an action to enforce any of the terms of this Agreement, TMC shall be entitled to recover its reasonable attorneys' fees and costs from the Employee.

9. <u>Effect of Unenforceability of Provision</u>. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each provision shall be enforced to the maximum extent permitted by law.

10. <u>Controlling Law</u>. This Agreement has been made and entered into under the laws of the State of Missouri, and said laws shall control the interpretation hereof.

11. <u>Counterparts</u>. This Agreement may be signed in any number of counterparts, and signature to any one counterpart shall be deemed signature to all counterparts, which when taken together shall constitute one Agreement. This instrument and any amendment hereto may be executed via facsimile or by e-mail of a PDF, with the same force and effect as "ink" signatures, and the parties agree that facsimile or PDF execution hereof shall be binding upon the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

THE CENTER FOR CITIZEN LEADERSHIP, a Missouri nonprofit corporation d/b/a THE MISSION CONTINUES

Krystal Taylor Employee Name (printed) Employee Signature 11-21-2012 Date

Bý:

Paul Eisenstein, COO





The Mission Continues

Team Member Handbook

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Letter from our Founder & CEO

Dear Team Members:

When I founded The Mission Continues in 2007, my goal was to ensure that veterans returning from military service were challenged to serve and inspire in their communities. With a small team of board members and staff, we awarded our first fellowship, and we set off to ensure that our nation recognizes this generation of veterans as assets.

Since our inception, The Mission Continues' team has grown to include a national network of Fellows, volunteers, and staff. We became recognized as one of the most innovative veterans' organizations in the country by the Draper Richards Kaplan Foundation, the Manhattan Institute and the Social Venture Network. As we continue to award Fellowships to outstanding veterans, our impact will grow at a remarkable pace. In the coming years I fully expect our reach to be felt by millions.

The hard work and energy from our Team Members has been and will remain the foundation for every life we touch at The Mission Continues. You give hope to our Fellows, inspiration to our donors, and confidence to our partners. Without you, we are unable to challenge our veterans to serve and lead.

The Team Member Handbook will provide you with policies and guidelines for our work. However, your most important reference point should always be our five core values. Each core value is integral to our culture at The Mission Continues and should serve as your guide through every decision you make.

I am honored to have you on our team.

In service,

Z. Contex

Eric Greitens Founder and CEO The Mission Continues

Care of Donor Records

The impression that donors have of our organization is based, in part, on the way we care for their records. If we are careless with their files and records, donors may conclude that we have the same attitude toward our technical work. As professionals, we must respect the confidence in which we are entrusted and ensure that donor files are handled with care.

When possible, obtain all material from donor files and then return the material back to the files. Material should be returned in the same condition or better than when it was received.

Under no circumstances should outside requests for donor material be fulfilled unless prior written permission is received from your Team Leader.

Care of Equipment

You are expected to demonstrate proper care when using the organization's property and equipment. No property may be removed from the premises without the proper authorization from your Team Leader. If you lose, break or damage any property, report it to your Team Leader at once. In addition, Team Members may not use our Systems:

- To download, save, send or access any defamatory, discriminatory or obscene material;
- To download, save, send or access any music, audio or video file for personal use;
- To download anything from the internet (including shareware or free software) without the advance written permission of IT management;
- To download, save, send or access any site or content that The Mission Continues might deem "adult entertainment;"
- To access any "blog" or otherwise post a personal opinion on the Internet unrelated to your work at The Mission Continues;
- To solicit Team Members or others unless on behalf of The Mission Continues;
- To attempt or to gain unauthorized or unlawful access to computers, equipment, networks, or systems of The Mission Continues or any other person or entity;
- In connection with any infringement of intellectual property rights, including but not limited to copyrights; and
- In connection with the violation or attempted violation of any law.

A Team Member may not misrepresent, disguise, or conceal his or her identity or another's identity in any way while using Electronic Communications; make changes to Electronic Communications without clearly indicating such changes; or use another person's account, mail box, password, etc. without prior written approval of the account owner and without identifying the actual author.

Team Members must always respect intellectual property rights such as copyrights and trademarks.

Protecting Organization Information

Protecting our organization's information is the responsibility of every Team Member, and we all share a common interest in making sure information is not improperly or accidentally disclosed. Do not discuss the organization's confidential business or proprietary business matters, or share confidential, personal Team Member information with anyone who does not work for us such as friends, family members, members of the media, or other business entities. You are required to sign a nondisclosure agreement (NDA) as a condition of your employment, in accordance with state and federal law.

All telephone calls regarding a current or former Team Member's position/compensation with our organization must be forwarded to the Vice President of Finance & Operations.

The Mission Continues address shall not be used for the receipt of personal mail. Any exceptions must be approved by the Vice President of Finance and Operations in advance.

12/12





MEMORANDUM OF UNDERSTANDING

BY

AND

BETWEEN

ERIC GREITENS LLC, D/B/A THE GREITENS GROUP

AND

THE CENTER FOR CITIZEN LEADERSHIP, D/B/A THE MISSION CONTINUES

This memorandum of understanding (this "MOU") is by and between The Mission Continues (as defined below) on the one hand and The Greitens Group (as defined below) on the other hand and sets forth certain guidelines and rules that must govern the relationship and interactions between The Mission Continues and The Greitens Group. The purpose of this MOU is to set forth a framework that will: (i) preserve the nonprofit status of The Mission Continues, (ii) allow The Mission Continues to benefit from the resources and services of the managers, officers and employees of The Greitens Group and (iii) confirm that all donations of money, goods, services, time or other resources to The Mission Continues will continue to be used exclusively for The Mission Continues' status as a 501(c)(3) nonprofit corporation and with its bylaws, and for no other purpose whatsoever.

I. BACKGROUND TO THE MISSION CONTINUES AND THE GREITENS GROUP

Upon returning to the United States from his military deployment to Iraq in April 2007 and having completed his military service obligation, Eric Greitens began to focus on building a new life as a civilian. Mr. Greitens' intention was to build a life of public service that would also include work as a teacher and an author. Soon after returning home, Mr. Greitens visited with wounded service members at Bethesda Naval Hospital in Bethesda, Maryland. Despite their injuries and disabilities, each service member that Mr. Greitens met during his visit expressed a clear desire to continue serving their country in some capacity. Inspired by their determination, in April 2007, Mr. Greitens founded The Center for Citizen Leadership, d/b/a The Mission Continues ("The Mission Continues"), a 501(c)(3) nonprofit corporation formed under Missouri law, and donated his combat pay to the organization. Choosing to set an example of service for the organization from the outset, Mr. Greitens served as Chief Executive Officer ("CEO") of The Mission Continues without receiving any compensation or employee benefits.

Concurrent with his founding of The Mission Continues, Mr. Greitens founded Eric Greitens, LLC, d/b/a The Greitens Group ("The Greitens Group"), a Missouri limited liability company, with the intent of establishing an organization through which to separately and exclusively conduct all of his forprofit work as an author, speaker and teacher.

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Updated: December 2012



In June 2009, Mr. Greitens was awarded a Draper Richards fellowship which enabled him to be compensated for his work as CEO of The Mission Continues. To date, Mr. Greitens serves as both the CEO of The Mission Continues and the CEO of The Greitens Group and receives compensation from both organizations.

II. SEPARATE AND DISTINCT PURPOSES OF THE MISSION CONTINUES AND THE GREITENS GROUP

The Mission Continues and The Greitens Group have stated purposes that are separate and distinct from each other.

As a 501(c)(3) nonprofit corporation, the purpose of The Mission Continues is exclusively charitable, with the bylaws of The Mission Continues stating its purpose as follows: "The Mission Continues challenges veterans to serve and lead in communities across America." The Mission Continues does not serve the private interests of Mr. Greitens or The Greitens Group. As set forth below in this MOU, The Mission Continues is specifically prohibited from advertising or promoting Mr. Greitens' private business activities (such as his books and paid speaking events) and from paying for Mr. Greitens' travel expenses unless such travel specifically relates to The Mission Continues.

The Greitens Group was formed on July 5, 2007 by Mr. Greitens, as its sole member. The purpose of The Greitens Group is to support and promote the for-profit business activities of Mr. Greitens that are separate and distinct from his work as CEO of The Mission Continues, including, without limitation, his literary and media profile activities, paid public speaking events, and thought leadership efforts. Additionally, The Greitens Group creates and delivers content that helps people to live lives—and lead others in lives—of high achievement and purpose.

For the avoidance of doubt, the Mission Continues does not serve or promote the private interests of Mr. Greitens and The Greitens Group.

III. SEPARATE BOARD GOVERNANCE AND MANAGEMENT OF THE MISSION CONTINUES AND THE GREITENS GROUP

With the exception of Mr. Greitens, each present and future member of the board of directors of The Mission Continues (the "TMC Board") (i) will not serve as a manager, officer or employee of The Greitens Group and (ii) will not have any managerial or ownership connection to The Greitens Group. As set forth in the bylaws of The Mission Continues, the TMC Board must consist of at least three directors and each director must hold office for a term of two (2) years. The TMC Board will observe all corporate formalities, will hold board meetings at least two times per year and will maintain its own minute book. Vacancies in the TMC Board existing by reason of resignation, death, incapacity or removal before the expiration of such member's term must be filled by a majority vote of the remaining directors of the TMC Board.

Similarly, with the exception of Mr. Greitens and his Executive Assistant, none of the current and future officers or employees of The Mission Continues will contemporaneously serve as managers, officers or employees of The Greitens Group. Officers of The Mission Continues are elected by the TMC Board at regular meetings of the TMC Board.

Nothing in this MOU shall be deemed to prohibit The Mission Continues from continuing to

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Updated: December 2012

pay Mr. Greitens a salary and certain employee benefits that are consistent with Mr. Greitens' experience and qualifications, provided that such salary and employee benefits are provided solely in return for services provided by Mr. Greitens as CEO of the The Mission Continues.

The Mission Continues, The Greitens Group, Mr. Greitens and Mr. Greitens' Executive Assistant have entered into a Cost Allocation Agreement, dated December [\bullet], 2012, (the "Cost Allocation Agreement") that, among other things, governs the allocation of office and employee benefit expenses for both Mr. Greitens and his Executive Assistant to be paid by The Mission Continues and The Greitens Group.

The Mission Continues may also pay for Mr. Greitens' travel expenses, but only if such travel specifically relates to his duties as CEO of The Mission Continues. Regardless of the benefits received by The Mission Continues as outlined in Article IV below, The Mission Continues shall not pay for Mr. Greitens' travel for book events, public speaking events, or for his other private business activities conducted through The Greitens Group or otherwise.

IV. GUIDELINES FOR RELATIONSHIP BETWEEN THE MISSION CONTINUES AND THE GREITENS GROUP

The Mission Continues, while having a separate and distinct purpose and maintaining separate and independent governance, management and operations from The Greitens Group, does, on occasion, receive resources and services from The Greitens Group by virtue of the fact that Mr. Greitens serves as founder and CEO of both organizations.

a. PUBLIC EXPOSURE

Mr. Greitens' role as an author and speaker has helped to increase the general public's awareness of The Mission Continues. For example, organizations that pay Mr. Greitens to speak are attracted to his unique humanitarian, military, and leadership experience and such speaking engagements provide Mr. Greitens with the opportunity to both develop awareness of The Mission Continues and meet with potential donors to The Mission Continues, interested volunteers and wounded veterans. In addition, many people who read Mr. Greitens' books or consume media related to his books have become aware of and supported The Mission Continues. The benefits derived by The Mission Continues from Mr. Greitens' speaking engagements, books and other media are provided to The Mission Continues at no charge and without expectation of compensation. Such benefits, which are made possible by Mr. Greitens and The Greitens Group, have enabled The Mission Continues to reach new audiences at an exceptional rate. They have had a major impact on the exceptional growth of The Mission Continues, and have fueled awareness of, media attention for, and substantial investments in its work. Accordingly, nothing in this MOU shall prohibit Mr. Greitens or The Greitens Group from communicating his story and experiences (including, without limitation, his experiences regarding The Mission Continues) through speeches, teaching, books and/or other media, even if such communication is part of his private business activities.

From time to time, Mr. Greitens' participation in a The Mission Continues event or activity or his role as CEO of The Mission Continues may directly lead to a request for private business activity on the part of Mr. Greitens. For the purposes of this Section IV(a), a "TMC-Generated Request" shall mean a request made to Mr. Greitens or The Greitens Group for a private business activity (such as a private speaking engagement or a book event) that: (i) is made by a The Mission Continues donor, sponsor, volunteer, or event participant; and (ii) occurs during, or as a direct result of, a The Mission Continues event or activity.

In the event that a TMC-Generated Request has been made and The Greitens Group desires to engage in such private business activity, The Greitens Group must first take the following actions: (i) promptly notify the COO of The Mission Continues of such TMC-Generated Request; and (ii) cooperate with The Mission Continues to generate a donation opportunity for The Mission Continues from such TMC-Generated Request, which cooperation shall include, without limitation, a request by The Greitens Group that the requesting party make a donation to The Mission Continues (in addition to paying the standard fees charged by The Greitens Group). Provided that the above actions have been complied with, Mr. Greitens and The Greitens Group shall be permitted to engage in the private business activity arising out of a TMC-Generated Request.

If, during Mr. Greitens' employment with The Mission Continues, a third party requests that Mr. Greitens or The Greitens Group engage in any activity, on a private basis, that is similar to any activity that The Mission Continues performs, Mr. Greitens and The Greitens Group shall promptly inform the COO of The Mission Continues of such request, and neither Mr. Greitens nor The Greitens Group shall engage in the activity in any manner unless and until the TMC Board specifically approves such engagement in the activity by Mr. Greitens or The Greitens Group. The parties hereto agree that the private business activities referenced in this MOU (such as Mr. Greitens' books and paid speaking events) are not similar to or competitive with The Mission Continues activities.

b. EMPLOYEE SERVICES

In addition to promoting awareness of The Mission Continues through Mr. Greitens' work in The Greitens Group, certain employees of The Greitens Group donate their time and services for the benefit of The Mission Continues at no charge.

The following sets forth the rules governing the use of employees of The Greitens Group for the benefit of The Mission Continues:

- 1. Employees of The Greitens Group can, but are not required to, serve as unpaid volunteers at any volunteer activity of The Mission Continues.
- 2. It is also acceptable and encouraged for employees of The Greitens Group to donate their time and particular expertise to The Mission Continues at no charge.
- 3. Where possible and at no charge, The Greitens Group is authorized to use a media event involving Mr. Greitens and his work to promote awareness of The Mission Continues. If Mr. Greitens is donating a portion of the proceeds of any sales from his private business activities to The Mission Continues, this MOU does not prohibit Mr. Greitens or The Greitens Group from communicating such fact.

As set forth in Section V below, employees of The Mission Continues may not donate their time or services and may not use media content involving The Mission Continues and/or Mr. Greitens in his role as CEO of The Mission Continues for the benefit of or to promote

awareness of The Greitens Group.

c. EXPENSES, OFFICE SPACE, INSURANCE AND BANK ACCOUNTS

- 1. With the exception of Mr. Greitens and Mr. Greitens' Executive Assistant, each current and future employee shall work for either The Mission Continues or The Greitens Group, but not contemporaneously for both organizations. Notwithstanding the preceding sentence, Mr. Greitens' Executive Assistant who, among other things, is responsible for coordinating his schedule, managing incoming and outgoing correspondence, handling requests for his time, and synchronizing schedules among The Greitens Group staff and The Mission Continues staff, receives a portion of his/her compensation and benefits from The Greitens Group and the remaining portion from The Mission Continues pursuant to the Cost Allocation Agreement. Besides Mr. Greitens, this Executive Assistant is the only employee of either The Greitens Group and The Mission Continues that receives compensation from both The Greitens Group and The Mission Continues.
- 2. Mr. Greitens will, from time to time, hold events for both employees of The Greitens Group and The Mission Continues. For such events, The Greitens Group and The Mission Continues will pay the pro rata costs and expenses for employees of The Greitens Group and The Mission Continues, with such costs and expenses being paid by the The Greitens Group and The Mission Continues, with such costs and expenses being paid by the The Greitens Group and The Mission Continues from separately designated bank accounts.
- 3. Mr. Greitens pays for and maintains a contact management system for The Greitens Group that is separate from the contact management system used by The Mission Continues. The two organizations do not share contact information unless a specific person expressly requests to receive information from the other organization. In such an event, the third party's contact information can be forwarded to the other organization. For example, when Mr. Greitens speaks at a book event and potential donors, volunteers or veterans ask for information about The Mission Continues, The Greitens Group is only authorized to pass along the contact information of such individuals to The Mission Continues but is not authorized to contact such individuals on behalf of The Mission Continues.
- 4. All costs, expenses and liabilities of The Greitens Group are incurred and paid for by The Greitens Group, and its office space is used solely by employees of The Greitens Group. All costs, expenses and liabilities of The Mission Continues are incurred and paid for by The Mission Continues, and its office space is used solely by employees of The Mission Continues. Notwithstanding the foregoing, because Mr. Greitens and his executive assistant work for both The Greitens Group and The Mission Continues, their respective expenses Are shared between the parties hereto pursuant to the Cost Allocation Agreement.
- 5. The Mission Continues maintains separate insurance from The Greitens Group and pays for such insurance separately. Neither organization is listed as an additional insured on the other organization's insurance policies.

6. The Greitens Group and The Mission Continues maintain separate bank accounts do not co-mingle any cash held in such bank accounts. The TMC Board has ultimate responsibility and general oversight of the budget and finances of The Mission Continues.

d. DONATIONS

Mr. Greitens and his wife, Sheena Greitens, and The Greitens Group have made and will continue to make charitable donations to The Mission Continues. These charitable donations to The Mission Continues are clearly marked as "donations."

V. PROHIBITION OF SERVICES PROVIDED TO THE GREITENS GROUP

The TMC Board, officers and employees of The Mission Continues are prohibited from engaging in any activities of or providing any services to The Greitens Group. In particular, employees of The Mission Continues must not sell, promote, or advertise any of Mr. Greitens' books or other media, to include his books <u>The Heart and the Fist</u>. <u>The Warrior's Heart</u>, and/or <u>Strength and Compassion</u>, and each such person has been given explicit guidance to not mention Mr. Greitens' books in invitations, on the website of The Mission Continues, or in any publications issued by The Mission Continues. In addition, no member of the TMC Board, officer or employee of The Mission Continues is permitted to promote, advertise, or engage potential clients of The Greitens Group regarding paid speaking engagements or any other activities. If an employee, officer or board member of The Mission Continues is approached by a person interested in pursuing any of the aforementioned activities, he or she has been instructed to refer such person to the Managing Director of The Greitens Group, who, in certain cases described in Section IV(a) above, is required to notify the COO of The Mission Continues pursuant to Section IV(a).

VI. REVIEW AND APPROVAL OF MOU

This MOU will be reviewed and approved annually by the TMC Board and Mr. Greitens to ensure that it meets the current needs and requirements of both The Mission Continues and The Greitens Group. This MOU may be amended as necessary and, and if amended, will be submitted for approval to the TMC Board and Mr. Greitens. Both the TMC Board and Mr. Greitens must consent to any amendment to this MOU in writing before such amendment becomes effective. Each board member of The Mission Continues and Mr. Greitens must review the MOU annually.

VII. IN SUM

Mr. Greitens is the CEO of The Mission Continues and the CEO of The Greitens Group. The Mission Continues benefits from the public exposure of its CEO who is engaged, through his role as CEO of The Greitens Group, as a speaker, author, and educator. To protect the interests and nonprofit status of The Mission Continues, employees of The Mission Continues must not use any of its resources, financial or otherwise, to benefit The Greitens Group in any way. Mr. Greitens will continue to serve as CEO of The Mission Continues in compliance with the guidelines and rules set forth in this MOU so that The Mission Continues can continue to grow and empower our veterans to become citizen leaders. Mr. Greitens may also continue to cause The Greitens Group to donate its time, services and resources for the benefit of The Mission Continues pursuant to the guidelines set forth in this MOU.

VII. ENTIRE AGREEMENT; NO THIRD PARTY BENEFICIARIES.

This MOU constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter of this MOU. Except with respect to the activities of Mr. Greitens that this MOU permits, this MOU is not intended to confer upon any person other than the parties hereto any rights or remedies.

IX. COUNTERPARTS

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This MOU may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date first written above.

ERIC GRE d/b/a TH 3PE B HTRU 11 E Name DIRLATOR Title: MANAL ING

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THE CENTER FOR CITIZEN LEADERSHIP d/b/a THE MASSION CONTINUES

0 By: Name:__ Gary Gialio

Title:_____

[Signature page to Memorandum of Understanding]

Updated: December 2012

December [__], 2012

The Mission Continues 1141 South 7th Street St. Louis, Missouri 63104

The Greitens Group 1141 South 7th Street St. Louis, Missouri 63104

Re: Cost allocation agreement regarding the office space and employee benefit expenses of Eric Greitens and his executive assistant

Ladies and Gentlemen:

As you know, Eric Greitens, CEO of both The Center for Citizen Leadership, d/b/a The Mission Continues, a 501(c)(3) nonprofit corporation formed under Missouri law ("IMC") and Eric Greitens, LLC, d/b/a The Greitens Group, a Missouri limited liability company ("GG", and together with TMC, the "Parties" and each a "Party"), and his executive assistant, conduct work for both TMC and GG on a daily basis. The Parties desire to enter into this cost allocation agreement (this "Agreement") to govern the allocation of certain employment related costs and expenses of Mr. Greitens and his executive assistant. Pursuant to this Agreement, the Parties hereby agree, as of the date hereof, to allocate the incurred costs and expenses of (i) Mr. Greitens' and his executive assistant's respective office space, to include, without limitation, the rent for their respective office space, telephone, internet, electric, and office supplies and (ii) the employee benefit expenses of Mr. Greitens and his executive assistant, between each other in the manner set forth herein.

I. Office Space

Each of the Parties conduct their operations out of the same office building, 1141 South 7th Street, St. Louis, Missouri 63104 (the "<u>Missouri office</u>"). TMC has its own working space in the Missouri office (the "<u>TMC work space</u>") and GG has its own working space in the Missouri office. Each Party is billed separately for monthly rent by 1141 South Seventh Street Master Tenant, LLC, the landlord of the Missouri office, for such Party's respective work space. Additionally, each Party is billed separately for the use of printers, phone and internet. On a daily basis, Mr. Greitens and his executive assistant each work in the Missouri office space on certain matters for TMC and certain matters for GG. Their respective offices are part of the TMC work space and, accordingly, comprise a portion of the monthly rent paid by TMC.

II. <u>Employee Benefit Expenses</u>

Mr. Greitens currently receives the following employee benefits from TMC: Health, Dental, Vision and Life Insurance. Mr. Greitens' executive assistant currently receives the following employee benefits from TMC: Health, Dental, Vision and Life Insurance.

III. Cost Allocation of Office Space and Employee Benefit Expenses

Recognizing that Mr. Greitens and his executive assistant regularly conduct work for both Parties at the Missouri office, the Parties hereby agree that GG shall reimburse TMC on an annual basis for (i) 50% of the cost of Mr. Greitens' office and 50% of the cost of Mr. Greitens' executive assistant's office

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and (ii) 50% of Mr. Greitens employee benefit expenses and 50% of the Executive assistant's employee benefit expense (such annual costs, collectively, the "<u>GG Annual Cost Obligation</u>")

The first annual determination of the aggregate dollar amount of the GG Annual Cost Obligation shall be (i) conducted by a qualified financial officer of TMC within five (5) business days after December 31, 2012 and (ii) re-determined by a qualified financial officer of TMC at the beginning of each following fiscal year thereafter in the manner set forth in clause (i) above.

TMC shall provide a written notice (the "<u>Annual Reimburgement Notice</u>") to GG no later than [five (5)] business days after the GG Annual Cost Obligation has been determined pursuant to the immediately preceding paragraph. Upon delivery of the Annual Reimburgement Notice, GG will reimburge TMC, to an account designated by TMC, an amount in immediately funds constituting the GG Annual Cost Obligation.

IV. Term and Termination

The term of this Agreement shall commence on January 1, 2013 and shall continue thereafter for a period of 12 months, unless and until terminated as provided hereunder (the <u>"Initial Term</u>"). Upon expiration of the Initial Term, this Agreement shall automatically renew for additional successive one (1) year terms unless and until either Party provides written notice of non-renewal at least 30 days prior to the end of the then-current term (each a <u>"Renewal Term</u>" and together with the Initial Term, the <u>"Term</u>"), or unless and until sooner terminated as provided hereunder.

This Agreement may be terminated prior to the expiration of the Term on written notice:

- 1. by TMC, if GG fails to pay any amount due to TMC hereunder and such failure continues for 30 days after GG's receipt of notice of nonpayment; or
- 2. by either Party at any time upon 30 days' prior written notice to the other Party.

The expiration or termination of this Agreement, for any reason, shall not release either Party from any obligation or liability to the other Party, including any payment obligation that has already accrued hereunder. Following the termination of this Agreement, TMC will promptly invoice GG for any outstanding expenses due and owing under this Agreement, and GG shall promptly pay all such outstanding expenses to TMC.

V. Miscellaneous

This Agreement represents the entire understanding between the parties hereto, and supersedes any and all prior written and oral negotiations, commitments, agreements, arrangements and understandings among the parties hereto, with respect to the subject matter hereof.

The Parties may at any time by written agreement amend this Agreement, including, without limitation, making additions to or deletions from the calculation of the office amounts and benefit expenses amounts.

This Agreement may be executed in counterparts, each of which shall be considered an original and all of which taken together shall constitute one Agreement binding on both of the parties hereto, notwithstanding that both parties shall not have signed the same counterpart. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri without regard to conflicts of law principles.

Very truly yours,

THE MISSION CONTINUES

By: y Gia Name: Glio Title:

Agreed to as of December.__, 2012:

THE GREITENS GROUP By MR. Name: A DIRETTOR Title: MAM 40

Exhibit A

GG Monthly Cost Obligation

The GG Monthly Cost Obligation is calculated as follows:

Step 1: The TMC Monthly Rent <u>plus</u> monthly cost of TMC long distance phone, and internet (collectively, "expenses") (Rent = \$5300 + Long Distance \$720 = \$6020.00) <u>divided by</u> the current number of full time employees of TMC (24)

\$250.83 = the cost of TMC Monthly Rent/expenses per TMC employee

Step 2: Cost of TMC Monthly Rent/expenses per TMC employee divided by 2

\$125.41 = 50% of the cost of Mr. Greitens' office that will be reimbursed to TMC by GG ("<u>Greitens Office Amount</u>")

Step 3: Cost of Greitens monthly benefit expense divided by 2

\$197.17 = 50% of the cost of Mr. Greitens' monthly benefit expense that must be reimbursed to TMC by GG ("<u>Greitens Benefit Expense Amount</u>") (394.34 X 50% = \$197.17)

Step 4: Cost of TMC Monthly Rent/expenses per TMC employee divided by [4]

\$125.41 = 50% of the cost of Mr. Greitens' executive assistant's office that should be reimbursed to TMC by GG ("<u>Executive Assistant Office Amount</u>") (250.83 X 50\% = \$125.41)

Step 5: Cost of Executive assistant's monthly benefit expense divided by 2

\$187.89 = 50% of the cost of Mr. Greitens' executive assistant's monthly benefit expenses that must be reimbursed to TMC by GG ("<u>Executive Assistant</u> <u>Benefit Expense Amount</u>") (375.77 X 50% = 187.89)

<u>GG Monthly Cost Obligation</u> = (i) Greitens Office Amount + (ii) Executive Assistant Office Amount + (iii) Greitens Benefit Expense Amount + (iv) Executive Assistant Benefit Expense Amount

TOTAL = 635,89/month

NONDISCLOSURE AGREEMENT (EMPLOYEE)

THIS NONDISCLOSURE AGREEMENT (the "Agreement") is entered into the month of _______, by and between THE CENTER FOR CITIZEN LEADERSHIP, a Missouri nonprofit corporation d/b/a THE MISSION CONTINUES (hereinafter referred to as "TMC"), and _______, an individual (hereinafter referred to as "Employee").

WHEREAS, Employee is currently employed by the Company (or desires to become an employee of the Company); and

WHEREAS, the Company desires that Employee agree not to disclose or misuse certain confidential information; and

WHEREAS, in consideration of Employee's employment (or such continued employment, as TMC shall elect to provide) with TMC, Employee is willing to make such agreements.

NOW, THEREFORE, in consideration of the above-mentioned premises, which are incorporated into this Agreement as though fully set forth at length herein, and the mutual promises and covenants of the parties, as hereinafter set forth, the parties agree as follows:

1. <u>Definition of Confidential Information.</u> "Confidential Information" means all information, tangible or intangible, which is related to the operations, plans, strategies, goals, fundraising, business, designs, and/or management of TMC or the subsidiaries and affiliates of TMC, including, but not by way of limitation, the following:

(A) personal information of any Mission Continues Fellows, and contact information for any Mission Continues Fellows;

 (B) personal information of any volunteers of TMC, and contact information for any volunteers of TMC;

(C) the identities of any donors or investors, and any personal information of donors or investors, and any contact information for donors or investors;

(D) the identities of any persons in the Salesforce database of TMC, and any personal information of any such persons, and any contact information for any such persons;

(E) personal information of any members of the Board of Advisors of TMC, and contact information for any members of the Board of Advisors of TMC;

(F) personal information of any employees, directors or officers of TMC, and contact information for any employees, directors or officers of TMC;

(G) information related to or regarding the finances of TMC (including,

EXHIBIT

without limitation, financial statements, payroll information, tax returns, fundraising reports, tax exemption filings, and financial data);

 (H) information related to or regarding any grant applications and/or any applications for loans, funding or investment;

(I) plans, lists, databases, marketing and sales practices, projections, trade or business secrets, identities of consultants or advisors, identities of contractors, studies, findings, correspondence and similar or dissimilar information relating to the operations or activities of TMC.

2 Non-Disclosure of Confidential Information.

A. The Employee shall keep all Confidential Information disclosed to or received by Employee in strict confidence. Employee shall not at any time during Employee's employment with TMC or at any time after termination or expiration of Employee's employment with TMC disclose any Confidential Information to any third party, in whole or in part. Without limiting the generality of the preceding sentence, the disclosure prohibited in the preceding sentence includes, without limitation, any posting, publishing, or transmission of Confidential Information or expiration of Employee's employment, all Confidential Information and all other property of the Company that is in the possession or under the control of Employee shall be returned to Company, and no copies thereof shall be retained by Employee.

B. Employee shall not be liable for disclosure of Confidential Information if:

- (i) TMC specifically authorizes and directs Employee, in the performance of Employee's duties, to disclose such Confidential Information; or
- (ii) Employee discloses the Confidential Information pursuant to any valid and enforceable subpoena or other judicial compulsion, provided that Employee shall have first promptly notified the Company of such subpoena or judicial compulsion and given the Company opportunity to contest or enjoin such disclosure; or
- (iii) such Confidential Information has become generally available to the public without breach by Employee of this Agreement.

3. Ownership of Intellectual Property Rights.

A. Employee acknowledges and agrees that all intellectual property that is developed by Employee during the time Employee is employed by TMC, and that is within the scope of Employee's employment with TMC, is the property of TMC, including but not limited to any copyrights or trade secrets. Without limiting the generality of the foregoing, the parties hereby agree that any work created by Employee in the scope of Employee's employment shall be deemed a "work made for hire" under the United States Copyright Act. TMC owns all intellectual property rights developed by Employee within the scope of Employee's employment whether developed during TMC's work hours, or at other times, whether developed at TMC's offices or at other locations, whether developed with or without use of TMC resources, and whether developed for TMC or for someone else.

B. Employee agrees to promptly execute all documents (including, without limitation, any copyright assignments or related documents) requested by TMC in order to register ownership of such intellectual property rights in the name of TMC (or in any name designated by TMC) and to otherwise implement the terms of this Agreement, and to otherwise take such actions as TMC may request in order to protect TMC's rights under this Section.

C. Unless Employee has first received the prior written consent (by email or letter) of TMC, Employee shall not use or display any portion of any such intellectual property in connection with Employee's portfolio, or Employee's website, or otherwise in any context outside of Employee's employment. TMC shall not unreasonably withhold or delay its consent for such use or display. TMC may, at any time, revoke such consent if TMC determines that such use or display is offensive, defamatory, or inappropriate.

4. Remedies. Sections 2 and 3 apply with full force and effect regardless of when, how or why the employment of Employee is terminated and regardless of the cause of such termination; and thus, for example, shall continue to apply if Employee voluntarily leaves his/her employment, if he/she is terminated with or without cause, or if the term of his/her employment expires. It is mutually agreed that the provisions of Sections 2 and 3 are reasonable and acceptable to both parties hereto. It is further mutually agreed that such provisions are necessary to protect the legitimate business interests and charitable purposes of TMC. With respect to each and every breach or violation by Employee of any or all of such provisions, TMC, in addition to all other remedies, shall be entitled to enjoin Employee from the continuance thereof and may apply to any court of competent jurisdiction for entry of a temporary restraining order or injunction. TMC and Employee acknowledge that the unauthorized disclosure by Employee of the Confidential Information or any breach or violation by Employee of the provisions of Sections 2 or 3 would cause irreparable damage to TMC and that it is difficult to ascertain the nature and extent of such irreparable damage. TMC may pursue any and all remedies concurrently or consecutively in any order as to any such breach or violation, and the pursuit of one of such remedies at any time will not be deemed an election of remedies nor waiver of the right to pursue any and all other remedies.

5. <u>No Promise by the Company of any Minimum Term of Employment.</u> Nothing contained in this Agreement shall be deemed to constitute any obligation of TMC to provide employment to Employee for any specific minimum period of time, or to restrict or limit in any respect any rights of termination, or remedies, which TMC might otherwise have, in the absence of this Agreement.

6. <u>Waiver</u>. No failure in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise or any right, power, or privilege hereunder.

7. <u>Amendments.</u> This Agreement may not be amended or in any manner modified except by a written instrument signed by both TMC and Employee.

8. <u>Attorneys' Fees.</u> If TMC commences an action to enforce any of the terms of this Agreement, TMC shall be entitled to recover its reasonable attorneys' fees and costs from the Employee.

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9. <u>Effect of Unenforceability of Provision</u>. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each provision shall be enforced to the maximum extent permitted by law.

10. <u>Controlling Law</u>. This Agreement has been made and entered into under the laws of the State of Missouri, and said laws shall control the interpretation hereof.

11. <u>Counterparts.</u> This Agreement may be signed in any number of counterparts, and signature to any one counterpart shall be deemed signature to all counterparts, which when taken together shall constitute one Agreement. This instrument and any amendment hereto may be executed via facsimile or by e-mail of a PDF, with the same force and effect as "ink" signatures, and the parties agree that facsimile or PDF execution hereof shall be binding upon the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

THE CENTER FOR CITIZEN LEADERSHIP, a Missouri nonprofit corporation d/b/a THE MISSION CONTINUES	Fric R Circitens Employee Name (printed) Employee Signature
By:, Jack Neyens COO	$\frac{11/27/2012}{\text{Date}}$

From:	Reichardt, Lyndsey <lreichardt@missioncontinues.org< th=""><th>></th></lreichardt@missioncontinues.org<>	>
То:	Stevens, Lori <	
CC:	Kympton, Spencer <	>;Eric Greitens
	<pre><eric.greitens@gmail.com>;Eric Greitens <egreitens@ <ktaylor@missioncontinues.org="">;Lyndsey Hodges <ihd< pre=""></ihd<></egreitens@></eric.greitens@gmail.com></pre>	
Sent:	5/19/2014 2:07:03 PM	
Subject:	Re: transition calls - memo and \$1K+ list	
Attachments:	5.19.2014 Call List (TMC Transition LH additions).odt	

Hi Eric,

Sorry I missed you on April 24th. Lori and I discussed this list. I also added a couple of people whom I think need a call to a document attached here. Additionally, I went through the \$1,000+ list and flagged others you might want to consider calling. I've included their names at the end of the document, and if you want to call them, let me know. I am happy to pull phone numbers and ensure you have appropriate background on everyone. Thanks, Eric.

NOTE: If you have not called	yet, she is	s retiring from	at the end of the mo	onth.
is also retiring from	and that note is inc	cluded in the doc	ument attached to this em	ail.

On Tue,	May 13	, 2014 at	7:10 PM,	Stevens,	Lori	<	> wrote:
Hi,							

Krystal and I had talked about Eric letting me know as he makes the calls.

Eric - do you want to send a daily update to Spence and me? Or just shoot us notes as you complete calls?

Any takers on the June 10th gathering or meetings yet?

Thanks!

L

On Mon, May 12, 2014 at 1:00 PM, Kympton, Spencer <	> wrote:
are we tracking progress/completion of each of these calls/invites in some way? will be go	ood to know when
others know, so that follow-on comms are appropriate	

On Thu, May 8, 2014 at 6:48 PM	, Stevens, Lori	wrote:
Hi Eric,		

Here is the transition call info...

1) Priority calls with background notes. I can't for the life of me figure out how to get rid of Krystal's highlights. My usual skills don't work. So, a little extra color for you :)



2) The \$1K+ list, thanks to Thalia

3) Service Platoon sponsorship info - reference for Steven Miller, Pete Riehl and Ted Pappendick calls

4) Strategic plan slides - reference for Hauck (Lyndsey sent them to him by mail with a note in February)

5) St. Louis memo from Lyndsey - in case it's helpful context

One thing to consider:

* If you get a strong group responding to the dinner invitation right away, then let's stick with just inviting Bobak, **Bobak**, **Bobak**, **Bobak**, **Bobak** is key to inviting John **Bobak** and it's important to invite **Bobak** is key to inviting John **Bobak**.

* If we don't get the top investors like the formation (longshot, I know) coming, then you might consider inviting the rest of the STL LC plus . You'd probably need to include then, too.

* Even if we don't invite them, we'll need to add a round of personal calls from you to them. People like (not on the committee any more but fits in this camp), would want to hear from you personally.

L

Lori Stevens *Vice President, Growth Strategy and Development* The Mission Continues

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Spencer Kympton *President* <u>The Mission Continues | 65 Broadway,</u> Suite 1803 | New York, NY 10006

Facebook | Twitter | Donate | CFC# 46324

Lori Stevens Vice President, Growth Strategy and Development The Mission Continues

Facebook | Twitter | Donate | CFC# 46324

PLEASE NOTE: I recently got married. My new email address is Ireichardt@missioncontinues.org

Lyndsey Hodges Reichardt *Development Director* <u>The Mission Continues | 1141 S. 7th Street | St. Louis, MO 63104</u>

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----- Forwarded message -----From: **Greitens**, **Eric** <<u>egreitens@missioncontinues.org</u>> Date: Thu, Apr 24, 2014 at 10:59 AM Subject: The Mission Continues To: TMC Staff <

Team,

It's good to be back from sabbatical. It was a fun and productive time. The most important development is that Sheena and I are looking forward to welcoming a boy in August!

I know that I'll be meeting with all of you this afternoon. For those of you not in St. Louis, I want to share with you what I shared with the team here at breakfast this morning:

This summer I'm going to make a transition from being the Founder and CEO to being a Founder and Board Member.

In that role I'll continue to act as a national ambassador for The Mission Continues, helping to raise funds, promote stories, and inspire people to serve with us. And like all of our Board members, my job will be--as it always has been--to support you and the work that you do.

Spence, as President, will be leading The Mission Continues. Your job, as members of our team, is to continue to be excellent.

I think that we can look back with pride on all that we've accomplished. I started The Mission Continues when I came back from Iraq a little over 7 years ago. It's amazing to see what we have created. We have an exceptional team, programs that save and change lives, great financial strength, a wonderful brand, rock solid operations. You've built something to be proud of, and I'm very proud of where we're at today.

Thank you. I thank all of you who've been a part of The Mission Continues. Serving here over the last 7years has been one of the most challenging and rewarding experiences of my life; thank you for making these years so rich and so fulfilling. Working with you has made me wiser, stronger, and better in a hundred ways. I've learned from all of you.

I also know that we can look forward with confidence. I'd ask all of you to continue to live the values of The Mission Continues. If you live them, and model them, and they live through you, then you'll continue to provide excellent service to others, while continuing to grow yourselves. And that combination--inner growth and outer service--is about as close to beauty and magic as I think we can get in a good life.

So thank you, and let's continue to be great together as we take this next step on our journey.

As ever, Eric

6-

2

Eric Greitens Founder & CEO Executive Assistant | Krystal Taylor | <u>ktaylor@missioncontinues.org</u> The Mission Continues | 1141 S. 7th Street | St. Louis, MO 63104 O: <u>314-571-6179 |</u> F: 314-571-6227 Facebook | Twitter | Donate | CFC# 46324 From: **Kympton, Spencer** < Date: Tue, Aug 16, 2016 at 11:32 PM Subject: Following up, re: The Mission Continues To: <u>austin@ericgreitens.com</u> Cc: John Tien >

Austin,

Sounds like you had a busy day in Aspen. I regret we were unable to connect and I would have preferred that we talk, but I do need to pass along our concerns.

The Mission Continues is a 501c3 organization, which means that we are both a non-profit and non-partisan organization. It also means that we operate with strict rules regarding our non-partisanship. Guidance from the IRS website (link here, and included below), prohibits any 501c3 from directly or indirectly participating in any political campaign. In particular, and with most relevance, the language states: "Allowing a candidate to use an organization's assets or facilities will also violate the prohibition if other candidates are not given an equivalent opportunity."

The current Greitens advertisement and fundraising campaign (<u>link here</u>) jeopardizes our status as a 501c3 in that it violates these prohibitions. Namely,

1) The website link explicitly aligns our trademarked name with a political campaign effort: <u>https://donate.ericgreitens.com/mission-continues</u>

2) The title of the website video ("Eric Greitens: The Mission Continues"), clearly depicted on a fundraising page, also creates this linkage.

3) The tagline of the video ("Eric Greitens / The Mission Continues serves thousands of veterans") further creates this association.

4) The photo of Mission Continues platoon members used in the video is an asset of The Mission Continues and is not approved for use in political campaign materials.

5) The background of the website link depicts a photo of Eric interacting with current staff of Mission Continues, in our current offices with current Mission Continues branding, thus creating the illusion of a continuing and formal affiliation with The Mission Continues.

I acknowledge and appreciate that The Mission Continues is a significant part of Eric's personal story and professional journey (one that he understandably is proud of), and accordingly, we recognize that he will want to include The Mission Continues as part of his life's narrative. I know he has done that at numerous points during his candidacy. However, the use of the assets of The Mission Continues in the ways outlined above represents a potential violation of our 501c3 status. I am asking that each of these linkages be removed from the campaign's website, and that this request also applies to future considerations in the campaign. We are not objecting to the video because as I said above, Eric's life journey included The Mission Continues and we appreciate that he is telling his story. What we object to is the campaign's use of the video, its ending frame, and the associated images and words on the fundraising page.

I am open to follow up with any questions you may have. I have spoken with The Mission Continues Board Chair, John Tien, about the above requests and he fully concurs with the positions outlined herein and has asked to be a co-signer to this letter. He and I are happy to join a call or speak with you and/or Eric if you have any questions about our concerns.

Very best,

Spencer Kympton (President, The Mission Continues) John Tien (Board Chair, The Mission Continues)

Language from IRS website



The Prohibition on Political Campaign Intervention

Under the Internal Revenue Code, all section 501(c)(3) organizations are absolutely prohibited from directly or indirectly participating in, or intervening in, any political campaign on behalf of (or in opposition to) any candidate for elective public office. The prohibition applies to all campaigns including campaigns at the federal, state and local level. Violation of this prohibition may result in denial or revocation of tax-exempt status and the imposition of certain excise taxes. Those section 501(c)(3) organizations that are private foundations are subject to additional restrictions that are not described in this fact sheet. What is Political Campaign Intervention?

Political campaign intervention includes any and all activities that favor or oppose one or more candidates for public office. The prohibition extends beyond candidate endorsements. Contributions to political campaign funds or public statements of position (verbal or written) made by or on behalf of an organization in favor of or in opposition to any candidate for public office clearly violate the prohibition on political campaign intervention. Distributing statements prepared by others that favor or oppose any candidate for public office will also violate the prohibition. Allowing a candidate to use an organization's assets or facilities will also violate the prohibition if other candidates are not given an equivalent opportunity. Although section 501(c)(3) organizations may engage in some activities to promote voter registration, encourage voter participation, and provide voter education, they will violate the prohibition on political campaign intervention if they engage in an activity that favors or opposes any candidate for public office. Certain activities will require an evaluation of all the facts and circumstances to determine whether they result in political campaign intervention.

Spencer Kympton President <u>The Mission Continues | 50 Broad Street, Suite 404 | New York, NY 10004</u>

Facebook | Twitter | Donate | CFC# 46324

From: Austin	Chambers <	<ac@ericgre< th=""><th>eitens.com></th></ac@ericgre<>	eitens.com>
Date: August	18, 2016 at	3:18:24 PM	EDT
To:			
Cc:		. Michael A	dams <

Subject: Greitens Campaign Response

Spencer,

I apologize for the delayed response. I wanted to handle this with the upmost sensitivity and attention to make sure that The Mission Continues wasn't damaged or harmed from a legal stand point by the campaign, so I asked our attorney, Mike Adams, to take a look at the situation. Our goal from the beginning has always been to protect The Mission Continues, and keep it separate from the campaign. As you know, Eric cares deeply about protecting the brand and image of TMC.

The review and response from Mike Adams on behalf of Greitens for Missouri is attached.

So that you are aware, the video name on the internet has been changed, and the background image of the fundraising splash page is in the process of being swapped out today. The ad will remain on air, and there will be additional advertisements that mentions the great work of The Mission Continues.

If you have any additional questions or points, please let me know.

Thanks,

AC

From: **Kympton, Spencer** < > > Date: Thu, Aug 18, 2016 at 10:17 PM Subject: Re: Greitens Campaign Response To: Austin Chambers <ac@ericgreitens.com> Cc: John Tien >, Michael Adams < >

Thanks for your response, Austin, as well as the response from Mike. I appreciate both of your attention on this.

We'll review this in the next day and reconnect with follow-on thoughts or questions.

Very best, Spencer

On Thu, Aug 18, 2016 at 3:18 PM, Austin Chambers <<u>ac@ericgreitens.com</u>> wrote: Spencer,

I apologize for the delayed response. I wanted to handle this with the upmost sensitivity and attention to make sure that The Mission Continues wasn't damaged or harmed from a legal stand point by the campaign, so I asked our attorney, Mike Adams, to take a look at the situation. Our goal from the beginning has always been to protect The Mission Continues, and keep it separate from the campaign. As you know, Eric cares deeply about protecting the brand and image of TMC.

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If you have any additional questions or points, please let me know.

Thanks,

AC

Austin Chambers Campaign Manager Greitens for Governor <u>314-914-5454</u>

Spencer Kympton President The Mission Continues | 50 Broad Street, Suite 404 | New York, NY 10004

Facebook | Twitter | Donate | CFC# 46324

held at Attendees will include: Attendees will include: Mike Hafner When Tue Mar 18, 2014 12:30pm – 2pm Central Time Calendar ktaylor@missioncontinues.org Who Eric Greitens - creator · dwhitman@greitensgroup.com · Krystal Taylor Going? Yes - Maybe - No more options » Invitation from Google Calendar You are receiving this email at the account ktaylor@missioncontinues.org because you are subscribed for invitations on calendar	From:	Eric Greitens [egreitens@missioncontinues.org]
Subject: Invitation:		
Attachments: invite.ics more details > Meeting - Will pull bios on Monday We have Eric confirmed for Tuesday, March 18, at 12:30pm at the The meeting will be held at Mike Hainer Attendees will include: Attendees will include: Mike Hainer Mike Hainer When Tue Mar 18, 2014 12:30pm – 2pm Central Time Calendar ktaylor@missioncontinues.org Who • Eric Greitens - creator • dwhitman@greitensgroup.com • Krystal Taylor Going? Yes - Maybe - No more options .> Invitation from Google Calendar You are receiving this email at the account ktaylor@missioncontinues.org because you are subscribed for invitations on calendar		
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dwhitman@greitensgroup.com Krystal Taylor Going? <u>Yes</u> - <u>Maybe</u> - <u>No more options »</u> Invitation from <u>Google Calendar</u> You are receiving this email at the account ktaylor@missioncontinues.org because you are subscribed for invitations on calendar	Calendar k i	taylor@missioncontinues.org
Krystal Taylor	Who .	Eric Greitens - creator
Going? <u>Yes - Maybe - No</u> <u>more options »</u> Invitation from <u>Google Calendar</u> You are receiving this email at the account ktaylor@missioncontinues.org because you are subscribed for invitations on calendar	•	dwhitman@greitensgroup.com
Invitation from <u>Google Calendar</u> You are receiving this email at the account ktaylor@missioncontinues.org because you are subscribed for invitations on calendar	٠	Krystal Taylor
You are receiving this email at the account ktaylor@missioncontinues.org because you are subscribed for invitations on calendar	Going? Yes	s - Maybe - No more options »
You are receiving this email at the account ktaylor@missioncontinues.org because you are subscribed for invitations on calendar	Invitation from C	Google Calendar
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To stop receiving these notifications, please log in to https://www.google.com/calendar/ and change your notification settings for this calen		-



From:	Taylor, Krystal [ktaylor@missioncontinues.org]
110111.	rayior, krystal [ktaylor@missioncontindes.org]
Sent:	4/1/2014 8:19:16 PM
To:	mission continues.org
Subject:	Please reach me at The Greitens Group Re: March CC Statement - DUE by COB Friday 4/4

Thank you for writing.

I have recently transitioned from The Mission Continues. I continue to support Eric Greitens, and you can now reach me at The Greitens Group. Feel free to email me at <u>ktaylor@greitensgroup.com</u> for scheduling and meeting requests.

If you're writing in reference to The Mission Continues, please write to one of the emails below:

For general inquires: INFO@MISSIONCONTINUES.ORG

For matters concerning the Fellowship Program: fellowships@missioncontinues.org

Press and media: <u>llesperance@missioncontinues.org</u>

For donation inquiries: development@missioncontinues.org

Thank you,

Krystal

Krystal Taylor Executive Assistant to Eric Greitens <u>The Mission Continues</u> | 1141 S. 7th Street | St. Louis, MO 63104 O: 314-571-6179 | F: 314-571-6227 <u>Facebook</u> | <u>Twitter | Donate</u> | CFC# 46324



From:	Stevens, Lori
Sent:	5/8/2014 10:48:30 PM
To:	Eric Greitens [eric.greitens@gmail.com]; Eric Greitens [egreitens@missioncontinues.org]
CC:	Spencer Kympton []; Krystal Taylor [ktaylor@missioncontinues.org]; Lyndsey
	Hodges [lhodges@missioncontinues.org]
Subject:	transition calls - memo and \$1K+ list
Attachments:	5.5.2014 Call List (TMC Transition).odt; 2014stlplanoverallmemowupdates4.22.docx; All donors 1K total and up - as
	of 5-7-14.xlsx; The Mission Continues Service Platoons-smaller file-April 2014.pdf; Strategic plan 2014-2016 as of
	February 2014.pdf

Hi Eric,

Here is the transition call info...

1) Priority calls with background notes. I can't for the life of me figure out how to get rid of Krystal's highlights. My usual skills don't work. So, a little extra color for you :)

2) The \$1K+ list, thanks to Thalia

3) Service Platoon sponsorship info - reference for service and the service se

4) Strategic plan slides - reference for **Linear** (Lyndsey sent them to him by mail with a note in February)

5) St. Louis memo from Lyndsey - in case it's helpful context

One thing to consider:

* If you get a strong group responding to the dinner invitation right away, then let's stick with just inviting from the STL LC.

* If we don't get the top investors like the **Fine control of the STL LC** plus (longshot, I know) coming, then you might consider inviting the rest of the STL LC plus You'd probably need to include **Fine control of the STL LC** plus

* Even if we don't invite them, we'll need to add a round of personal calls from you to them. People like **and a round of personal calls from you to them**. Would want to hear from you personally.

L

Lori Stevens Vice President, Growth Strategy and Development The Mission Continues

Facebook | Twitter | Donate | CFC# 46324



TMC_Email0183099

From: Michael Adams Sent: Thursday, March 9, 2017 2:44 PM To: JPletzl**og (1997)** Subject: RE: Proposed stipulation

Welcome back Mr. Pletz,

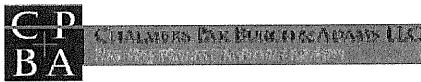
Please see my redline attached and let me know your thoughts.

It does not currently include a reference to consultation with an expert, because it states that the fair market value of the list exceeded the \$100 disclosure threshold without delving into further specificity. If we follow your original draft and just state, as a joint stipulation, that the fair market value exceeded the \$100 disclosure threshold, I don't think we need to cite an outside expert for that. However, if we change the document to state a more precise fair market value, I do think we need to cite the expert to show where that came from. Are you suggesting that change, or do you want to keep as-is and leave that matter to the amended disclosure report? I suppose that depends on what info, and in what form, your client needs in order to sign off on this.

Happy to ask the appraiser what she'd charge for something formal.

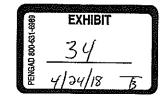
Thanks.

MICHAEL G. ADAMS



1300 Pennsylvania Ave. NW #190-612 Washington, DC 20004 Direct Dial: (202) 695-8300 Fax: (202) 695-8320 www.cpblawgroup.com

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From: JPletz

[mailto:JPletz]

Sent: Thursday, March 9, 2017 12:44 PM To: Michael Adams <<u>madams@cpblawgroup.com</u>> Subject: Re: Proposed stipulation

Mr. Adams,

Thank you for that information. With regard to the amount you proposed, I think it would work if we are able to reach agreement on the rest of the proposed joint stipulation.

Could you send me your redline version so that we can see where we may be on any other issues? It would not need to include the name of the contributor at this point, but we have been focusing on only one issue without knowing what other ones, if any, might exist. Would your redline include some reference to a consultation with an expert on these types of valuations? And could you let me know how much the appraiser would charge or might be likely to charge for giving a written opinion on the value of the lists?

Jack Pletz

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In a message dated 2/27/2017 11:27:07 A.M. Central Standard Time, madams@cpblawgroup.com writes:

CONFIDENTIAL AND PRIVILEGED - FOR SETTLEMENT DISCUSSION PURPOSES

Mr. Pletz,

Since we corresponded last, I spoke with a prominent national donor list broker/appraiser across the river in Arlington. In response to my initial request for assistance with an appraisal she stated:

We would need the following in order to prepare a valuation:

List Owner's name

Renter/Buyer's name

Transaction details - one time use, multi use

File Make Up - Recency (Donors acquired in the last 12 months) Frequency (are they multi donors or a one time gift) Monetary (are they \$5, \$25, \$50+ donors)

I gave her a call and a brief bit of context (the fields of info the list has, the amounts contributed, the nature of donors (some individual, some corporate, some charitable) on this matter. Her comments were:

In the normal course of business a sale or rental of a donor list by a 501(c)(3) organization to a political
organization would be highly unusual (due to charitable donors' expectation of privacy, and the inability
of some charitable donors to give to political organizations) and accordingly the fair market value would
be difficult to estimate

- The value of a donor's info is largely dictated by how recently he/she donated (on this list, we have just a "sum all gifts" column and no way to tell)
- Her best guess would be a fair market value of seventy-five cents per donor able to contribute to the
 political organization, to one dollar twenty-five cents per donor able to contribute to the political
 organization, depending on whether the donor last gave to the 501(c)(3) organization, say, two years
 ago, versus recently; this fair market value assumed such contribution was significant, i.e. \$1,000.00 or
 more (which we largely have here)

As a courtesy she offered these comments informally and verbally; did not press but I anticipate she would want to be compensated for any assessment rendered formally and in writing.

If we met in the middle and said a dollar a name, there are approximately 600 \$1,000.00+ eligible donors on the list and we'd be looking at a fair market value of approximately \$600.00. Thanks and let me know your thoughts.

MICHAEL G. ADAMS



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From: JPletz

[mailto:JPletz

Sent: Friday, February 10, 2017 5:12 PM To: Michael Adams <<u>madams@cpblawgroup.com</u>> Subject: Re: Proposed stipulation Mr. Adams,

You make good points, and I suspect a professional appraiser would take them into consideration.

I believe that we would be able to include something on the valuation method in a joint stipulation.

Jack Pletz

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In a message dated 2/10/2017 10:48:21 A.M. Central Standard Time, madams@cpblawgroup.com writes:

Mr. Pletz,

Thanks for your response. The people who perform these appraisals do so for a fee – that is, they do this for a living. They buy, sell, appraise political donor lists; they are like art dealers. I have a bank client that routinely uses one to appraise lists as collateral to back loans (we're talking millions of donors on these, not six hundred); I'll see if I can get an introduction and then a quote on an appraisal.

I want to reiterate that as a matter of fair market value, and therefore as a matter of law, it is completely irrelevant whether the buyer/recipient of a donor list is successful or unsuccessful in soliciting its donors. Pick whatever dictionary you prefer, but Webster's for instance defines "fair market value" as the "price at which buyers and sellers with a reasonable knowledge of pertinent facts and not acting under any compulsion are willing to do business." Fair market value is determined at point of sale, not later. If a committee receives a donor list, then solicits its donors, and then those donors contribute over more than one reporting period, how would the committee be able to state an accurate fair market value in its report for the period in which it received the donor list? Would it be expected to constantly amend that initial report as the value later fluctuated? The ultimate value to the recipient is a sliding scale, and very subjective; that's why in their wisdom Missouri (and every other state, and Congress) elected to use fair market value as the standard.

I understand the sensitivity to coming up with a value that will be seen as others as reasonable. Once we agree on a valuation method, we might consider including it in the joint stipulation so that others will have the benefit of that understanding.

Thank you.

MICHAEL G. ADAMS



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From: JPletz [mailto:JPletz] Sent: Wednesday, February 8, 2017 5:20 PM To: Michael Adams <<u>madams@cpblawgroup.com</u>> Subject: Re: Proposed stipulation

Mr. Adams,

Because you have access to persons who have provided valuations of donor lists in the past, my hope was that you might be able to get one of them to provide a valuation about these lists. At this point any number that I might come up with for the in-kind contribution would be pretty subjective unless and until we would engage a professional to provide one. If you, on the other hand, would be able to do that, and if you would be willing to share it, then an independent basis would exist for the number that would be reported.

While you make some good points about valuation issues, I think that whoever might end up providing values would want to look at the correlation between the names on the TMC lists and the names on the GFM contributor list, which would certainly appear to suggest that the lists were useful to the campaign. And it is also the case that the potential donors to the candidate already had a relationship with him through his role as the CEO of the prior organization.

One goal of ours would be to arrive at a value in excess of \$100. I would think a mutual goal would be for the committee to report a value that would be seen by others as being reasonable given the correlation of the contributors to both organizations and the amounts that those persons and entities contributed to GFM.

Jack Pletz

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In a message dated 2/8/2017 8:19:35 A.M. Central Standard Time, madams@cpblawgroup.com writes:

FOR SETTLEMENT DISCUSSION PURPOSES ONLY

Mr. Pletz,

In my decade-plus specializing in the field of campaign-finance law, having represented two national committees and numerous campaigns, PACs and other groups, collectively active in all 50 states, I have never come across a list purchase, contribution or exchange in which a seller sold and a buyer bought information as attenuated as what we're talking about.

Depending on such factors as how much a donor gave, how recently the donor gave, how often a donor gave, how much information about the donor a list owner possesses, an item of donor info might go for two cents apiece, for twenty cents apiece, a dollar apiece – it just depends. I have never seen – in person, in advisory opinions in any jurisdiction – a political donor list selling information requiring additional legwork on the buyer's part, which defeats the purpose of purchasing the list. A sale of a donor list is a sale of actual donors, actually eligible to themselves contribute to the buyer.

Following the statutory standard that "[a] contribution of anything of value shall be deemed to have a money value equivalent to the *fair market value*," if it's your understanding that such tangential information is routinely enough bought and sold in the field of campaign-finance that there exists an obtainable fair market value for it, please provide the basis for that understanding, as well as the fair market valuation itself. If your opinion is that just somebody might find some value in such raw material, that's a subjective standard, one the legislature rejected by adopting an objective one.

If your goal is to arrive at a value in excess of \$100, I think with roughly 600 donors outside of the ones we're discussing at present, that remains doable without the Commission going beyond the realities of political donor-list marketing and setting an unwise and baseless precedent.

Thank you.

MICHAEL G. ADAMS



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From: JPletzl [mailto:JPletz] Sent: Monday, February 6, 2017 1:05 PM To: Michael Adams <<u>madams@cpblawgroup.com</u>> Subject: Re: Proposed stipulation

Mr. Adams,

I disagree with your first two points about the value of charitable organizations on potential donor lists. While it is correct that most charitable organizations themselves cannot make political contributions, individuals who are connected with those charities often have significant interest in obtaining access to office holders who may be in a position to affect public policies critical to their charities, and thus have strong reasons to contribute personally.

With regard to individuals listed without mail or email addresses or telephone numbers, when I did a Google search it did not seem difficult to obtain contact information on some of them (e.g., James Berges, Christina DiTullio, Kenneth Inchansti).

While I do not think that a blanket exclusion of those listings would be appropriate, I would think that an expert in valuing potential donor lists could take those things into coinsideration as he or she is reviewing them.

Jack Pletz

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In a message dated 2/3/2017 3:49:34 P.M. Central Standard Time, <u>madams@cpblawgroup.com</u> writes:

FOR SETTLEMENT DISCUSSION PURPOSES ONLY

Mr. Pletz,

Let me see if you agree with my initial thoughts about valuation of the list:

- Information about donors to The Mission Continues that are charitable organizations – which by law cannot make political contributions under any circumstances – should not factor into any analysis of the list's value. Contribution (technically, grant) history of charitable organizations is irrelevant to political organizations because political organizations cannot receive contributions from charitable organizations. Consequently, the second (fourpage) of the three documents that make up the list should be disregarded for purposes of assessing the list's value as an in-kind contribution to a political organization.
- Likewise, the ten donors to The Mission Continues, referenced in the third (five-page) of the three documents that make up the list, that are by their names clearly charitable organizations, should be disregarded for purposes of assessing the list's value as an in-kind contribution to a political organization.
- In the first (nine-page) of the three documents that make up the list, individual donors referenced without any contact information or other information necessary for identification of the donors and solicitation thereof, should be disregarded for purposes of assessing the list's value as an in-kind contribution to a political organization (information that "John Smith" gave to The Mission Continues, without more, is useless and accordingly lacks value). In contrast, however, in the third of the three documents that make up the list, organizational donors referenced without any contact information or other information should not be so disregarded, as an organization can be identified by name absent other information.

Thank you.

MICHAEL G. ADAMS



CHAIMERS DATE SURGED STATISANS LHC The Litigation and Political Law Firm

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From: JPletz [mailto:JPletz] Sent: Thursday, February 2, 2017 5:56 PM To: Michael Adams <<u>madams@cpblawgroup.com</u>> Subject: Re: Proposed stipulation

Please see the attached.

Jack Pletz

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In a message dated 2/2/2017 1:54:44 P.M. Central Standard Time, <u>madams@cpblawgroup.com</u> writes:

Thanks, please do. Pdf is fine. I have a redline of your document on client's desk; last item to iron out is filling in the blanks, I believe, and this will help. Thank you.

From: JPletz [mailto:JPletz] Sent: Thursday, February 2, 2017 2:46 PM To: Michael Adams <<u>madams@cpblawgroup.com</u>> Subject: Re: Proposed stipulation

Yes, in furtherance of a potential settlement. I could do that by pdf attachment, by facsimile, by regular mail, or in some other manner. Please let me know how you would want me to send it.

Jack Pletz

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In a message dated 2/1/2017 11:40:50 A.M. Central Standard Time, <u>madams@cpblawgroup.com</u> writes:

Are you able to provide me with the list?

From: JPletz Sent: Wednesday, February 1, 2017 12:30 PM To: Michael Adams <<u>madams@cpblawgroup.com</u>> Subject: Re: Proposed stipulation

Mr. Adams,

Could you let me know where things are on this?

Thank you,

Jack Pletz

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In a message dated 1/19/2017 5:57:07 P.M. Central Standard Time, <u>madams@cpblawgroup.com</u> writes:

Mr. Pletz, thank you. In correspondence with my client, particularly as to our ability to investigate and ascertain answers to the factual unknowns. Busy few days with inaugural events but I should be able to get back to you next week. If you have this document in Word, I can provide you feedback in redline. Thanks.

MICHAEL G. ADAMS



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From: JPletz [mailto:JPletz] Sent: Wednesday, January 18, 2017 12:35 PM To: Michael Adams <<u>madams@cpblawgroup.com</u>> Subject: Proposed stipulation

Mr. Adams,

Attached is the proposed joint stipulation that we discussed.

Any agreement that may be reached between the parties would be subject to the approval of the full Commission, which has not yet been consulted on this matter. While it is anticipated that the Commission would approve this proposed settlement, I need to make it clear that they would still need to consider it. Consequently, if this is something to which your clients would agree, please provide the information needed for the completion of paragraph 9, and we would then ask the Commission for settlement authority before the amended report would be filed and the joint stipulation would be executed by the parties.

Also, I need to let you know that while the \$1,000/\$100 fee amount is, as I now understand it, the most common settlement amount for failures to timely disclose a given contribution, it is possible that some members of the Commission might think that the amount should be different depending upon the valuation of the contribution. As we have discussed, the amount pegged for that would also be something that would likely get some discussion, both by Commissioners and, once the settlement would become public, by others. I know you have a good deal of experience with valuations of lists of potential contributors, but it may be somewhat different here due to the fact that a number of the over 800 contributors to TMC on those lists were likely to be supportive of GFM, which proved to be correct given that individuals and entities on the TMC lists made 166 contributions totaling \$1,317,387.44 to the campaign.

Please let me know if this proposal would be acceptable.

Jack Pletz

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BEFORE THE MISSOURI ETHICS COMMISSION

MISSOURI ETHICS COMMISSION

Petitioner.

v.

Case No. 16-0107-1

GREITENS FOR MISSOURI and ERIC GREITENS,

Respondents.

JOINT STIPULATION OF FACTS, WAIVER OF HEARING BEFORE THE MISSOURI ETHICS COMMISSION, AND CONSENT ORDER WITH JOINT PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW

The undersigned Respondents state unequivocally that at all times they have acted in good faith to comply with Missouri's campaign finance laws, and that, notwithstanding their disagreement with certain legal conclusions of the Commission and/or its counsel. Respondents wish to resolve this matter without further litigation. Toward that end, Respondents further acknowledge that they are aware of the various rights and privileges afforded them by law, including but not limited to: the right to appear and be represented by counsel; the right to have all allegations against Respondents be proven upon the record by competent and substantial evidence; the right to cross-examine any witness appearing at the hearing-against Respondents at a hearing: the right to present evidence on Respondents' behalf at athe hearing; and the right to a decision upon the record of athe hearing. Being aware of these rights provided to- Respondents by operation-of-law, the undersigned Respondents knowingly and voluntarily waive each and every one of these rights and freely enter into this Joint Stipulation of Facts, Waiver of Hearing Before the Missouri Ethics Commission. and Consent Order With Joint Proposed Findings of Fact and Conclusions of Law, and agree to abide by the terms of this document.

I.

Based upon the foregoing, the Petitioner and the undersigned Respondents jointly stipulate to the following and request that the Missouri Ethics Commission adopt as its own the proposed Joint Findings of Fact and the proposed Joint Conclusions of Law, as follows:

JOINT PROPOSED FINDINGS OF FACT

1. The Missouri Ethics Commission (the "Commission") is an agency of the State of Missouri established pursuant to § 105.955, RSMo, in part for the purpose of enforcing the provisions of Chapter 130, RSMo.

2. Respondent Greitens for Missouri (the "Committee") is a candidate committee under Chapter 130, RSMo.

3. Respondent Eric Greitens ("Greitens") was a candidate for Governor of Missouri+ - - [Formatted

the August 2, 2016 primary election and the November 87, 2016 general election.

4. Pursuant to Section 105.961, RSMo, the Commission's staff has investigated a complaint filed with the Commission relating to activities of the Respondents and reported the

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investigation's findings to the Commission.

5. Based upon the report of the Commission's staff, the Commission determined that there are reasonable grounds to believe that a violation of law occurred, and it therefore authorized voted to refer the matter to Commission counsels hearing in this matter pursuant the Section 105.961.3, RSMo.

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COUNT I

Failure to Report Contribution Received

6. At a date uncertain but believed by the undersigned parties to be in early 2015, Or Formatted: Indent: Left 0", First line: 0"
or about, 201_, the Committee received the benefit of a list of prospective
donors (the "List"). for which the Committee did not pay, and which was not expressly
contemplated in any contract executed by the Committee for fundraising or other services. At
least one employee or agent of the Committee an in kind
contribution of a mailing list that was -used the List to contact potential donors to the Committee
7. The List-in kind contribution had a fair market value in excess of One+ Formatted: Indent: Left: 0", First line: 0"
Hundred Dollars (\$100.00).
S. No person acting as an agent of the Committee for purposes of accepting
possession of the List rendered to the Committee's treasurer a detailed account thereof. as
contemplated by 130.036(1), RSMo.
82. <u>The Respondent CC</u> ommittee did not disclose as a contribution received. the
value of the in kind contribution of the mailing list on the disclosure report that it filed for the
period during which a Committee employee or agent accepted the List. it had received that
contribution the fair market value of the list.
109. On or about, 2017, the Committee filed an amendment of Formatted: Indent: Left: 0", First line: 0"
its
disclosure report that was filed on, 201-5, reporting that it received the
List as an in-kind contribution a list of potential contributors, that the value of the in-kind

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contribution	was	·····	Dollars	(\$	_),	and	that	the
contribution v	vas rec	ceived from				·		

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JOINT CONCLUSIONS OF LAW

<u>COUNT I</u>

Failure to Report Contribution Received

1. Section 130.041.1(3), RSMo reads in pertinent part as follows:

1. Except as provided in subsection 5 of section 130.016, the candidate, if applicable, a treasurer or deputy treasurer of every committee which is required to file a statement of organization, shall file a legibly printed or typed disclosure report of receipts and expenditures. The reports shall be filed with the appropriate officer designated in section 130.026 at the times and for the periods prescribed in section 130.046. Except as provided in sections 130.049 and 130.050, each report shall set forth:

(3) Receipts for the period, including:

(d) Total dollar value of all in-kind contributions received;

(e) A separate listing by name and address and employer, or occupation if self-employed or notation of retirement. of each person from whom the committee received contributions in money or any other thing of value, aggregating more than one hundred dollars, together with the date and amount of each such contribution.

Reports must be filed containing disclosures of all contributions received - - - [Formatted: Indent: Left: 0", First line: 0"

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34. The Commission finds, and Respondents do not elect to contest, that Respondent<u>the</u> Committee <u>failed to comply with violated-</u>§ 130.041.1(3). <u>RSMo.</u> in not - RSMo by failing to timely disclos<u>ing the List as a</u> on in-kind a contribution of a mailing-list-that-it received as set out in the Findings of Fact.

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Based on the foregoing, the parties hereto mutually agree and stipulate that the following shall constitute the order entered by the Missouri Ethics Commission in this matter. This order will be effective immediately upon the issuance of the Consent Order of the Missouri Ethics Commission- without further action by any party.

The parties understand that the Petitioner will maintain this Joint Stipulation as an + - - Formatted: Indent: Left: 0", First line: 0"
 open and public record of the Missouri Ethics Commission.

The Commission shall issue its Consent Order in the form attached hereto as Formatted: Indent: Left: 0°, First line: 0°
 Exhibit A.

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 $\frac{100.00}{1000}$ of that fee, amounting to 100.00, within forty-five (45) days after the date of this Order, the remainder of the fee will be stayed, subject to the provisions below. The fee will be paid by check or money order made payable to the Missouri Ethics Commission.

c. If either of the Respondents commits any further violation or violations of the laws under Chapter 130, RSMo, within the two-year period from the date of thise Order, then Respondents will be required to pay the remainder of the fee. The fee would be due immediately upon final adjudication finding that either of the Respondents had committed such a violation.

_____3. The parties consent to the entry of record and approval of this Joint Stipulation and to the termination of any further proceedings before the Commission based upon the Complaint filed by the Petitioner in the above action.

4. Respondents, together with their respective heirs, successors, and assigns, do hereby waive, release, acquit and forever discharge the Missouri Ethics Commission and its attorneys of or from any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including, but not limited to, a claim for attorney's fees whatsoever which Respondents or Respondents' attorney may now have or which they may hereafter have, which is based upon or arise out of the above case.

RESPONDENT GREITINS FOR MISSOURI	PETITIONER MISSOURI ETHICS	 - - - +	Formatted: Indent: Left: 0", First line: 0"	\Box
	COMMISSION	-	Formatted: Line spacing: Double	\square
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By: Jeff Stuerman, Treasurer Date	By: HonJames Klahr	+ 	Formatted: Indent: Left: 0", First line: 0"	

	Executive Director	
John S. Pletz	By: Date Attorney for Petitioner	
RESPONDENT <u>HON.</u> ERIC GREITENS		
By:	Date	+ Formatted: Indent: Left: 0", First line: 0"
By:		
RESPONDENT GREITENS FOR MISSOURI		
ly: eff Stuerman Date reasurer		
by: Aichael G. Adams Date Attorney for Respondents Date		

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MISSOURI ETHICS COMMISSION

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File No. 18-0014-I

ROY TEMPLE
Complainant
v.
ERIC GREITENS GREITENS FOR MISSOURI JEFF STUERMAN DANIEL LAUB
Respondents.

RESPONDENTS ERIC GREITENS, GREITENS FOR MISSOURI, AND JEFF STUERMAN'S RESPONSE TO COMPLAINT FILED MARCH 15, 2018

Eric Greitens, Greitens for Missouri, and Jeff Stuerman (hereinafter "Respondents")¹

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hereby respond below to the Complaint filed by Roy Temple with the Missouri Ethics

Commission ("Commission") on March 15, 2018 (the "Complaint").

Missouri Statutes § 130.054(1) provides as follows:

[A]ny natural person may file a complaint with the Missouri ethics commission alleging...a violation of the provisions of this chapter by any candidate for elective office[.] Any such complaint shall be in writing, shall state all facts known by the complainant which have given rise to the complaint, and shall be sworn to, under penalty of perjury, by the complainant.

Thus, only a complaint stating "facts known by the complainant which have given rise to the

complaint" is a valid complaint meriting any action by the Commission other than dismissal.

The Complaint offers several accusatory legal conclusions but only two purported "facts": 1) "Based on recent news reports, it's now clear the fundraising list [at issue in Commission File No. 16-0107-1] was not obtained from Daniel Laub" and 2) "In addition, other

¹ The undersigned does not represent respondent Daniel Laub, but notes that Mr. Laub is not a proper party to this matter as he is neither a candidate, committee, nor treasurer regulated by the Missouri campaign finance code, and was not a party to Commission File No. 16-0107-1.

recent news reporting documents that Greitens campaign [sic] also recieved [sic] an email list that has never been reported." The Complaint then cites "Exhibit 1," a collection of two news articles, an op-ed, and an open letter issued by The Mission Continues. Neither the "facts" stated nor the items in Exhibit 1 constitute "facts known by the complainant." Moreover, the items in Exhibit 1 do not support the asserted "facts."

I. <u>Claim that "the fundraising list was not obtained from Daniel Laub."</u>

The second attached article² (and the only item offered in evidence that is pertinent to this claim), from the *Saint Louis Post-Dispatch*, does not support the Complaint's first assertion. The article states that "Krystal Taylor, whose LinkedIn profile said she was a vice president at the Greitens Group at the time, *sent the list to* campaign staffers Michael Hafner and *Danny Laub on January 6, 2015*, according to [an] email." That is, according to the article, Mr. Laub was in possession of the list on or about January 6, 2015 – several weeks prior to the existence of Greitens for Missouri, which formed and registered with the Commission on or about February 24, 2015.³ Neither the article nor the Complaint contradicts the representation in Greitens for Missouri. Certainly, the Complaint fails to offer any factual basis for the conclusion that Respondents "filed a 'purposefully' false campaign finance report": not only does the Complaint fail to show the amended filing's inaccuracy, it fails to show that any Respondent knew of any such inaccuracy prior to filing of the amended report.

The Complaint's theory appears to be that Greitens for Missouri obtained the list from someone other than Mr. Laub, but the Complaint does not allege or prove that any other particular

 $^{^{2}}$ Exhibit 1's first attachment, an article from the *Southeast Missourian*, and fourth attachment, the open letter from The Mission Continues, make no reference whatsoever to any individual as regarding receipt of the donor list or alleged email list at issue, and the Commission should disregard these items completely as irrelevant to the Complaint.

³ For this reason, Respondents dispute the accuracy of the article's description of Messrs. Hafner and Laub as "campaign staffers."

individual other than Mr. Laub provided the list to Greitens for Missouri, or that the actual source who provided the list to Greitens for Missouri was in fact not Mr. Laub, let alone that Respondents were aware of either such fact.

II. <u>Claim that the "Greitens campaign also recieved [sic] an email list that has never</u> been reported."

The afore-referenced *Saint Louis Post-Dispatch* article discusses the donor list and also mentions an "email list... used by the Greitens campaign," but maintains, or at least operates on the assumption, that the "donor list" and the "email list" are *the same list*.

The submitted op-ed by a hostile columnist engages in the same supposition as the Complaint's, that a) there was an email *list* (as opposed to *one email address*; the op-ed only cites *one* alleged recipient of a Greitens for Missouri email), and b) such lists were *separate* and each *separately was received* as an in-kind contribution by Greitens for Missouri. The op-ed's conclusion, at best, would constitute hearsay within hearsay within hearsay (an exhibit quoting a columnist, who relies upon an email recipient's father's statement, about what the email recipient said), but does not reach even that dubious level of reliability, because it offers no factual basis for the accusation that Greitens for Missouri received any email list separate from the donor list.

As the Commission is aware, the donor list included email addresses. Nothing in the Complaint or its Exhibit demonstrates that Greitens for Missouri "also received an email list that has never been reported." Finally, even if the Complaint did so demonstrate, any error by Greitens for Missouri in having neglected to report receipt of such list in 2015 would not constitute a breach of Respondents Eric Greitens and Greitens for Missouri's settlement agreement with the Commission, because such error would not be "any *further* violation or violations of the laws under Chapter 130, RSMo, within the two-year period *from the date of this Order* [April 28, 2017]."

Conclusion

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With typical carelessness, perennial complainant Roy Temple offers wild speculation and baseless accusations of not just errors, but criminal misconduct. Because the Complaint is fatally deficient in its failure to meet the minimal statutory standard of stating facts that give rise to a violation, the Commission must dismiss it.

Respectfully submitted,

Michael G. Adams, Esq. 1300 Pennsylvania Ave. NW No. 190-612 Washington, DC 20004 Counsel for Respondents Eric Greitens, Greitens for Missouri, and Jeff Stuerman, Treasurer April 9, 2018