# **PERKINSCOIE**

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April 21, 2017

Jeff S. Jordan, Esq.
Assistant General Counsel
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Federal Election Commission
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CONTROL

OF GENERAL

OF GENERAL

Re: MUR 7219

Dear Mr. Jordan:

We write as counsel to Friends of Patrick Murphy ("the Committee"), Brian Foucart, in his official capacity as Treasurer and Patrick E. Murphy (collectively, the "Respondents") in response to the Complaint filed by Doug Guetzloe on February 21, 2017 (the "Complaint"). The entire Complaint is based on a factual error and a misunderstanding of the Committee's FEC reports. In fact, the Committee made no payments to Patrick Murphy to repay any loan. The Committee took out a loan in the ordinary course of business from Amalgamated Bank and Patrick Murphy guaranteed that loan. Following the election, Mr. Murphy personally repaid the full amount of the loan, in compliance with the terms of the credit agreement as well as the Federal Election Campaign Act (the "Act") and Commission regulations. The Committee properly reported these transactions on its public reports filed with the Commission. Accordingly, the Commission must find no reason to believe that Respondents violated the Act, close the file and take no further action.

#### **FACTUAL BACKGROUND**

Patrick Murphy is a former Member of the U.S. House of Representatives and was a candidate for the U.S. Senate in Florida in 2016. Friends of Patrick Murphy is his principal campaign committee.

Friends of Patrick Murphy took out a \$1,000,000 loan from Amalgamated Bank through a written credit agreement on October 26, 2016. The loan was secured, carried an interest rate of 3.5 percent and had a maturity date of April 25, 2017. Mr. Murphy personally guaranteed the

<sup>&</sup>lt;sup>1</sup> The portion of the post-general report filed by the Committee disclosing the guarantee by Mr. Murphy, the terms of the loan and the credit agreement with Amalgamated Bank is attached as Exhibit A.

<sup>2</sup> See id.

loan in full.<sup>3</sup> The loan, and the guarantee by Mr. Murphy, were fully reported to the FEC.<sup>4</sup> On December 1, 2016, Mr. Murphy used personal funds to directly repay the loan to Amalgamated Bank. This payment was properly reported on the Committee's year-end report as an in-kind contribution from Mr. Murphy to the Committee.<sup>5</sup>

#### LEGAL ANALYSIS

The Complaint misreads FEC reports filed by the Committee to allege a violation of 11 C.F.R. § 116.11, which is inapplicable to the facts at hand -- a candidate using personal funds to repay a loan made to his authorized committee. Section 116.11 governs the repayment of a "personal loan" by an authorized candidate committee. A "personal loan," for purposes of 116.11, includes "a loan or loans, including advances, made by a candidate. using personal funds . . . to his or her authorized committee where the proceeds of the loan were used in connection with the candidate's campaign for election" including "loans made to a candidate's authorized committee that are endorsed or guaranteed by the candidate or that are secured by the candidate's personal funds." Specifically, the regulation sets forth rules on what funds an authorized committee may use to repay a personal loan from a candidate to the campaign and the time period within which the authorized committee must repay the loan. Here, we have the opposite situation: a candidate re-paying a campaign's loan. No part of the regulation limits or regulates a candidate's use of his or her personal funds to repay a campaign loan. To the contrary, Commission regulations are clear that "candidates for federal office may make unlimited expenditures from personal funds" to support their election to federal office.8

The Committee took out a loan that was guaranteed by Mr. Murphy. Mr. Murphy repaid the loan in full using his personal funds. This repayment was performed in full accordance with the terms of the credit agreement entered into with Amalgamated Bank and was fully reported to the Commission as an in-kind contribution to the Committee. Accordingly, the repayment was made in full compliance with the Act and Commission regulations.

<sup>&</sup>lt;sup>4</sup> See id; see also Exhibit B, the 48 hour report disclosing the guarantee of the loan.

<sup>&</sup>lt;sup>5</sup> The Committee's year end FEC report disclosing the repayment of the loan by Mr. Murphy is available in Exhibit

C.
6 11 C.F.R. § 116.11(a).
(b) reads "I <sup>7</sup> Subsection (b) reads "For personal loans that, in the aggregate, exceed \$250,000 in connection with an election, the authorized committee may repay..." while subsection (c) reads, "If the aggregate outstanding balance of the personal loans exceeds \$250,000 after the election, the authorized political committee must comply with the following conditions . . . ").

<sup>8 11</sup> C.F.R. §§ 110.10; 100.33.

<sup>&</sup>lt;sup>9</sup> See Exhibit C.

#### CONCLUSION

The Act requires that the Commission find "reason to believe that a person has committed, or is about to commit, a violation" of the Act as a precondition to opening an investigation into the alleged violation. In turn, the Commission may find "reason to believe" only if a complaint sets forth specific facts, which, if proven true, would constitute a violation of the Act. The sole allegation in the Complaint is that the repayment of the loan violated 11 C.F.R. §116.11, a regulation that is inapplicable to the repayment of a campaign loan by a candidate. Accordingly, the Commission must find no reason to believe a violation occurred, close the file and take no further action.

Very truly yours,

Marc E. Elias
Graham M. Wilson
Jacquelyn K. Lopez

Counsel to Respondents

<sup>10 52</sup> U.S.C. § 30109(a)(2).

<sup>&</sup>lt;sup>11</sup> See 11 C.F.R. § 111.4(a), (d); FEC Matter Under Review 4960, Statement of Reasons of Commissioners Mason, Sandstrom, Smith and Thomas at 1 (Dec. 21, 2000).

# **EXHIBIT A**

SCHEDULE A (FEC Form 3)	Use separate schedule(s) for	(check only one)
ITEMIZED RECEIPTS	each category of the Detailed Summary Page	☐ 11a ☐ 11b ☐ 11c ☐ 11d ☐ 12 ☑ 13a ☐ 13b ☐ 14 ☐ 15
Any information copied from such Reports and S commercial purposes, other than using the name	Statements may not be sold or used by any per e and address of any political committee to sol	son for the purpose of soliciting contributions or for
Priends of Patrick Murphy		
Full Name (Last, First, Middle Initial) Amalgamated Bank		Date of Receipt
Mailing Address 275 7Th Ave		10 26 2016
City New York	State Zip Code NY 10001-670B	Transaction Id: VPF6TM7XVY8
FEC ID number of contributing federal political committee.	6	Amount of Each Receipt this Period
Name of Employer	Occupation	1000000.00   1000000.00
Receipt For: 2016  Primary General Other (specify)	Election Cycle-to-Date	
Full Name (Last, First, Middle Initial) Murphy, Patrick, , ,		Date of Receipt
Mailing Address 4521 Pga Blvd Ste 412		10 26 2016
City Palm Beach Gardens	State Zip Code FL 33418-3997	Transaction Id: VPF6TM8MXZ0
FEC ID number of contributing federal political committee.	C H2FL22072	Amount of Each Receipt this Period
Name of Employer United States House Of Representatives	Occupation Congressman	1000000.00 Memo Item '
Receipt For: 2016 Primary General Other (specify)	Election Cycle-to-Date	* Guarantor of loan from Amalgamated Bank
Full Name (Last, First, Middle Initial)		
Mailing Address	•	Oate of Receipt
City	Stata Zip Code	Transaction ld:
FEC ID number of contributing federal political committee.	c · ·	Amount of Each Receipt this Period
Name of Employer	Occupation	Memò Item
Receipt For: Primary General Other (specify)	Election Cycle-to-Date	
SUBTOTAL of Receipts This Page (optional)		. 1000000.00
TOTAL This Period (last page this line number of	only)	1000000.00

CHEDULE C (FEC Form 3)		Use separate sc	hedule(s)	PAGE: 0042 / 0044
DANS .		for each catego Detailed Summa	ry of the	FOR LINE NUMBER: (check only one)
AME OF COMMITTEE (in Full)			Transaction	ID: VPF6TM7XVY8L
ridends of Patrick Murphy				TID, VEFOTIMIZATEL
LOAN SOURCE Full Name (Last, First, Midd	ile Initial)		lemo Item	Election: 2016
Amalgamated Bank	•	<u></u>		Primary
-			i	☑ General
Malling Address 275 7Th Ave				Other (specify)
City	State NY	ZIP Code		Personal Funds of the Candidate
New York	<u></u>	10001-6708		
Original Amount of Loan	Cumulative Payr		Raisud	ce Outstanding at Close of This Perio
1000000.00		0.00		1000000.00
TERMS Date Incurred	Dal		nterest Rate none, enter 0	
10 26 2016	04 25	2017	3.5	
ist All Endorsers or Guarantors (if any) to Loan S	ource			
Full Name (Last, First, Middle Initial)		Name of Empl	oyer	
Murphy, Patrick, , ,		United State	es House O	f Representatives
Mailing Address		Occupation		
4521 Pga Blvd Ste 412		Congressma	ın	
City State	ZIP Code	Amount Guaranteed	,	
Palm Beach Gardens FL	33418-3997		L	1000000.00
			Transactio	n ID: VPF6TM7XVY8G
Full Name (Last, First, Middle Initial)	<u> </u>	Name of Empl	oyer .	
Mailing Address	* .	Occupation		•
City State	ZIP Code	Amount Guaranteed		
City	2 3333	Outstanding:	L	·
			Transactio	n ID:
Full Name (Last, First, Middle Initial)		Name of Empl	loyer	
Mailing Address		Occupation		
		Amount		<del></del>
City State	ZIP Code	Guaranteed		
		Outstanding:	Transaction	on ID:
	•			
JBTOTALS This Period This Page (optional)			_ [	1000000.00
OTALS This Period (last page in this line only	·)			· .
		- Man Bahasula Barri	···	d to annual date the of ferrors
arry outstanding balance only to LINE 3, Sche	raule D, for this ill	ne. II no acnequie V, C2	stry torwall	a to abbiobusta tius of Samustà.

SCHEDULE C (FEC Form 3) LOANS		Use separate schedule for each category of the	THE FOR LINE NUMBER:
		Detailed Summary Pag	ge (check only one)
NAME OF COMMITTEE (In Full) Friends of Patrick Murphy		Transa	ction ID: VPF6TM8MXZ0L
LOAN SOURCE Full Name (Last, First, Midd Murphy, Patrick, .	le initial)	☑ Memo III	em Election: 2016  Primary  General
Mailing Address 4521 Pga Blvd Ste 412	•		Other (specify)
City Palm Beach Gardens	State FL	ZIP Code 33418-3997	Personal Funds of the Candidate
Original Amount of Loan	Cumulative Payn	nent To Date Ba	alance Outstanding at Close of This Period
1000000.00		0.00	1000000.00
TERMS Date Incurred	Date	Due Interest I	0000.00.
10 26 2016			.00 % (apr) Yes No
List All Endorsers or Guarantors (if any) to Loan Se	ource		
Full Name (Last; First, Middle Initial)		Name of Employer	
Mailing Address		Occupation	
City State	ZIP Code	Amount Guaranteed	
_		Outstanding:	ection ID:
Full Name (Last, First, Middle Initial)		Name of Employer	
Mailing Address		Occupation	
City State	ZIP Code	Amount . Guaranteed	
-	.,	Outstanding:	action ID:
Full Name (Last, First, Middle Initial)		Name of Employer	iction ID:
Mailing Address		Occupation	
City State	ZIP Code	Amount Guaranteed Outstanding:	
		Transe	action ID:
SUBTOTALS This Period This Page (optional)			· 1000000.00
TOTALS This Period (last page in this line only)	)		2000000.00
Carry outstanding balance only to LINE 3, Scheo	dule D, for this lin	e. If no Schedule D, carry for	ward to appropriate line of Summary.

SCHEDULE C-1 (FEC Form 3)			6044 OF 6044		
LOANS AND LINES OF CREDIT FROM LEN	NDING INSTITUTIONS		Supplementary for		
			Information found on Page of Schedule C		
Federal Election Commission, Washington, D.C. 20463  NAME OF COMMITTEE (In Full)  Transaction ID:	VPF6TM7XVY8B	<del></del>	, 290		
Friends of Patrick Murphy	VI I O IMI/X V 100	FΕ	C IDENTIFICATION NUMBER		
	C00493825 .				
LENDING INSTITUTION (LENDER) Amalgamated Bank	Amount of Loan		Interest Rate (APR)		
Aniayania.cu Dank	1000000.	00	3.5		
Mailing Address	Date Incurred or Establis	hed	10 26 2016		
275 7Th Ave					
City State ZIP Code	Date Due		04 25 2017		
New York NY 10001	Back Rof VPF6TM7XVY8L				
A. Has loan been restructured?  Vo Yes	If yes, date originally incurre	d			
B. If line of credit,	Total  Outstanding				
Amount of this Draw:	Balance:				
C. Are other parties secondarily liable for the debt in	ncurred?				
•	d guarantors must be reported o	n Sche	dule C.)		
D. Are any of the following pledged as collateral for		What is	s the value of this collateral		
property, goods, negotiable instruments, certificates stocks, accounts receivable, cash on deposit, or other			0.00		
		Does	the lender have a perfecte		
✓ No Yes If yes, specify:		securi	ity interest in it?		
	<del> </del>		☑No ☐Yes		
E. Are any future contributions or future receipts of interest income, pledged as collateral for the loan? Ves. If yes, specify:					
Collateral for the loan? No Yes If yes,	specify.	\ L	0.00		
	Location of account:	<u> </u>			
A depository account must be established pursu					
11 CFR 100.82(e)(2) and 100.14(e)(2).  Date account established:	Address:		•		
Date account established.					
F 16 without of the human of collected described obtain	City, State, ZIP	Abo 0-04	aunt pladend dans ant seus		
F. If neither of the types of collateral described above or exceed the loan amount, state the basis upon whi					
G. COMMITTEE TREASURER		DAT	<del></del>		
Typed Name Foucart, Brian,	· · · · · · · · · · · · · · · · · · ·				
Signature 2		12	08 2016		
H. Attach a signed copy of the loan agreement					
I. TO BE SIGNED BY THE LENDING INSTITUTION:					
I. To the best of this institution's knowledge, the terms of the loan and other information regarding the extension of this loan are accurate as stated above.					
II. The loan was made on terms and conditions (including interest rate) no more favorable at the time than those imposed for similar extensions of credit to other borrowers of comparable credit worthiness.					
III. This institution is aware of the requirement the complied with the requirements set forth at 11 Cl			ssures repayment, and has		
AUTHORIZED REPRESENTATIVE		DAT	É		
Typed Name Culhane, Molly, , .		12	08 2016		
Signature	Title Senior VP				

FE5AN018

FEC Schedule C-1 (Form 3) (Revised 02/2003)

# CREDIT AGREEMENT

between

# FRIENDS OF PATRICK MURPHY INC.

as Borrower

and

#### **AMALGAMATED BANK**

as Bank

Dated: as of October 25, 2016

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## **Schedules**

Schedule I Disclosure Schedule

**Exhibits** 

Exhibit A Form of Promissory Note

Exhibit B Reserved

Exhibit C Form of Notice of Borrowing

Exhibit D Form of Notice of Conversion or Continuation

iii

#### **CREDIT AGREEMENT**

CREDIT AGREEMENT, dated as of October 25, 2016 (this "Agreement"), between FRIENDS OF PATRICK MURPHY INC., a not-for-profit corporation organized under the laws of the State of Florida (the "Borrower"), and AMALGAMATED BANK (the "Bank").

#### WITNESSETH:

WHEREAS, the Borrower has requested that the Bank make secured revolving credit loans to it and the Bank is willing to do so subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto agree for themselves, their successors and assigns as follows:

#### Definitions.

(a) As used in this Agreement, the following terms have the following meanings:

"Affiliate" means any Person that controls, is controlled by, or is under common control with the Borrower. The term "control" means the possession, directly or indirectly, of the power to cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Anti-Terrorism Laws" has the meaning specified in Section 19(v).

"Applicable Margin" means (a) with respect to Base Rate Loans, zero percent (0%) and (b) with respect to LIBOR Loans, two and a half percent (2.5%).

"Available Commitment" means, at any time, the maximum amount that is available for borrowing hereunder at such time pursuant to Section 2(a) less the aggregate principal amount of all Loans then outstanding.

"Base Rate" means for any day a fluctuating rate of interest per annum established by the Bank as its stated base rate as reflected in its books and records, such rate to be adjusted automatically (without notice) on the effective date of the change in such rate; provided, however, that in no event shall the Base Rate for purposes hereof be less than 3.25%. The Bank's internal "base rate" is a rate set by the Bank which may change from time to time. The Bank's determination of the Base Rate shall be conclusive and final. The Base Rate is a reference rate and not necessarily the lowest interest rate at which the Bank may make loans or other extensions of credit.

"Base Rate Loan" means, at any time, any Loan that bears interest at such time at a rate that is based upon the Base Rate.

"Borrowing Date" means the date on which any Loan is made by the Bank to the Borrower hereunder.

"Business Day" means any day other than a Saturday, Sunday, or other day on which savings banks in New York, New York are authorized or required to close under the laws of the State of New York and, if the applicable Business Day relates to any LIBOR Loan, a day on which dealings are carried on in the London interbank market.

"Campaign" means the campaign to elect the Guarantor to the U.S. Senate, representing the State of Florida.

"Cash Collateral Account" has the meaning ascribed to it in Section 17(h).

"Certificate" means a certificate executed by the chief executive officer or chief financial officer of the Person on whose behalf the certificate is being delivered.

"Closing Date" means the date on which all of the conditions precedent set forth in Sections 17 and 18 shall have been met or waived.

"Closing Fee" has the meaning ascribed to it in Section 11(a).

"Collateral" means any and all assets and property of the Borrower or any other Person that is a Guarantor or a party to a Loan Document, at any time subject to a lien in favor of the Bank.

"Commitment" has the meaning ascribed to it in Section 2(a).

"Debt" means (i) indebtedness or liability for borrowed money, (ii) obligations evidenced by bonds, debentures, notes, or other similar instruments, (iii) obligations for the deferred purchase price of property or services (excluding trade payables), (iv) obligations as lessee under capital leases, (v) reimbursement obligations under letters of credit, (vi) obligations under acceptance facilities, (vii) all guaranties, endorsements (other than for collection or deposit in the ordinary course of business), and other contingent obligations to purchase, to provide funds for payment, to supply funds to invest in any Person, or otherwise to assure a creditor against loss, and (viii) obligations secured by any liens, whether or not the obligations have been assumed.

"Debt Instrument" has the meaning ascribed to it in Section 21(c).

"<u>Default</u>" means any event or occurrence which, with the giving of notice or lapse of time or both, would become an Event of Default.

"Dollars" and the sign "\$" each mean the lawful money of the United States of America.

"Drawdown Period" has the meaning ascribed to it in Section 2(a).

"Drawdown Period Termination Date" has the meaning ascribed to it in Section 2(a).

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Event of Default" has the meaning ascribed to it in Section 21.

"Federal Reserve Board" means the Board of Governors of the United States Federal Reserve System and any successor thereto.

"GAAP" means generally accepted accounting principles in the United States of America as in effect on the date of this Agreement and applied on a basis consistent with the financial statements of the Borrower.

"Governmental Authority" means any nation, sovereign or government, any state or other political subdivision thereof, any agency, authority or instrumentality thereof and any entity or authority exercising executive, legislative, taxing, judicial, regulatory or administrative functions of or pertaining to government, including any central bank, regulatory body, arbitrator, public sector entity, supra-national entity (including the European Union and the European Central Bank) and any self-regulatory organization (including the National Association of Insurance Commissioners).

"Guarantee" means that certain Guarantee, dated as of the date hereof, by the Guarantor in favor of the Bank.

"Guarantor" means Patrick E. Murphy, an individual currently residing at 500 S US Highway #1 APT 203, Jupiter, Florida 33477.

"Intellectual Property" has the meaning ascribed to it in Section 19(w).

"Intangibles" means goodwill, trademarks, trade names, organization expense, unmerited debt discount and expense, capitalized or deferred research and development costs, deferred marketing expenses, and other like intangibles.

"Interest Period" means, with respect to any LIBOR Loan, the period commencing on the date such LIBOR Loan is made or converted to a LIBOR Loan or, if such loan is continued, on the last day of the immediately preceding Interest Period therefor and, in each case, ending 1, 2, 3 or 6 months thereafter, as selected by the Borrower pursuant hereto; provided, however, that (a) if any Interest Period would otherwise end on a day that is not a Business Day, such Interest Period shall be extended to the next succeeding Business Day, unless the result of such extension would be to extend such Interest Period into the next calendar month, in which case such Interest Period shall end on the immediately preceding Business Day, (b) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of a calendar month and (c) the Borrower may not select any Interest Period that ends after the Drawdown Period Termination Date.

"LIBOR Loan" means, at any time, any Loan that bears interest at such time at a rate that is based upon the LIBOR Rate.

"LIBOR Rate" means, with respect to any Interest Period, the rate per annum equal to the ICE Benchmark Administration Limited LIBOR Rate ("LIBOR"), as published by Reuters (or any other commercially available source providing quotations of the LIBOR Rate as designated

by the Bank from time to time) at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period, for Dollar deposits (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period; provided, however, that in no event shall the LIBOR Rate for purposes hereof be less than 1%. In the event that the Board of Governors of the Federal Reserve System shall impose a LIBOR Reserve Percentage with respect to LIBOR deposits of the Bank then, for any Interest Period during which such LIBOR Reserve Percentage shall apply, the LIBOR Rate shall be equal to the amount determined above divided by an amount equal to 1 minus the LIBOR Reserve Percentage.

"LIBOR Reserve Percentage" shall mean the maximum aggregate reserve requirement (including all basic, supplemental, marginal and other reserves) which is imposed on member banks of the Federal Reserve System against "Euro-currency Liabilities" as defined in Regulation D.

"Lien" means any mortgage, deed of trust, pledge, hypothecation, assignment, charge, deposit arrangement, encumbrance, easement, lien (statutory or other), security interest or other security arrangement and any other preference, priority or preferential arrangement of any kind or nature whatsoever, including any conditional sale contract or other title retention agreement, the interest of a lessor under a capital lease and any synthetic or other financing lease having substantially the same economic effect as any of the foregoing.

"Loan" and "Loans" have the respective meanings ascribed to them in Section 2(a).

"Loan Document" means each document executed in connection with the Loans, whether executed by the Borrower, the Guarantor or any other Person, including this Agreement, the Note, the Guarantee, the Pledge Agreement and the Security Agreement.

"Material Adverse Change" means a material adverse change in (i) the financial condition, operations, business or property of any Obligor, (ii) the ability of any Obligor to perform the obligations thereof under the Loan Documents, or (iii) the ability of the Bank to enforce the Loan Documents.

"Material Adverse Effect" means a material adverse effect on (i) the financial condition, operations, business or property of any Obligor, (ii) the ability of any Obligor to perform its obligations under any of the Loan Documents, or (iii) the ability of the Bank to enforce any of the Loan Documents.

"Maturity Date" means April 25, 2017.

"Note" has the meaning ascribed to it in Section 8(b).

"Notice of Borrowing" has the meaning ascribed to it in Section 3.

"Obligations" means all amounts, obligations, liabilities, covenants and duties of every type and description owing by the Borrower to the Bank arising out of, under, or in connection with, any Loan Document, whether direct or indirect (regardless of whether acquired by assignment), absolute or contingent, due or to become due, whether liquidated or note, now existing or hereafter arising and however acquired, and whether or not evidenced by any

instrument or for the payment of money, including, without duplication, (a) the obligation to repay the principal amount of the Loans, (b) the obligation to pay interest on the Loans, whether or not accruing after the filing of any petition in any bankruptcy or after the commencement of any insolvency, reorganization or similar proceeding, and whether or not a claim for post-filing or post-petition interest is allowed in any such proceeding, and (c) the obligation to pay all other fees, expenses (including reasonable fees, charges and disbursement of counsel), interest, commissions, charges, costs, disbursements, indemnities and reimbursement of amounts paid and other sums chargeable to the Borrower pursuant to any Loan Document.

"Obligor" means the Borrower or the Guarantor; and "Obligors" means the Borrower and the Guarantor, collectively.

"Organizational Documents" means, as to any Person which is (i) a corporation, the certificate or articles of incorporation and by-laws of such Person, (ii) a limited liability company, the limited liability company agreement or similar agreement of such Person, (iii) a partnership, the partnership agreement or similar agreement of such Person, (iv) an unincorporated association, the charter and by-laws of such Person or (v) any other form of entity or organization, the organizational documents analogous to the foregoing.

"<u>Person</u>" means any individual, corporation, partnership, limited liability company, joint venture, trust, unincorporated organization or any other juridical entity, or a government or state or any agency or political subdivision thereof.

"Plan" means an employee benefit plan (as defined in Section 3(3) of ERISA) which the Borrower sponsors, maintains, or to which it makes, is making, or is obligated to make contributions, or has made contributions at any time during the immediately preceding six (6) plan years.

"Pledge Agreement" means that certain Deposit Account Pledge Agreement, dated as of the date hereof, by the Guarantor in favor of the Bank.

"Pöst-Default Rate": on any date, a rate that is equal to the highest rate applicable to any Loan on such date, plus four percent (4%).

"Requirement of Law" means, with respect to any Person, collectively, the common law and all federal, state, local, foreign, multinational or international laws, statutes, codes, treaties, standards, rules and regulations, guidelines, ordinances, orders, judgments, writs, injunctions, decrees (including administrative or judicial precedents or authorities) and the interpretation or administration thereof by, and other determinations, directives, requirements or requests of, any Governmental Authority, in each case whether or not having the force of law and that are applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject. Without limiting the generality of the foregoing, the term "Requirement of Law" shall in any event include all applicable state and Federal campaign finance and election laws applicable to any Obligor.

"<u>Security Agreement</u>" means that certain Security Agreement, dated as of the date hereof, by the Borrower in favor of the Bank.

"Security Documents" means the Security Agreement, the Pledge Agreement, each deposit account or securities account control agreement that may be entered into from time to time, and any other agreement or instrument that creates security interests in real or personal property or assets in favor of the Bank or serves to perfect or protect such security interests.

"Taxes" has the meaning ascribed to it in Section 16.

"Type": as to any Loan, its nature as a Base Rate Loan or a LIBOR Loan.

"Unused Commitment" means, at any time, the amount of the Commitment then in effect less the aggregate principal amount of all Loans then outstanding.

#### (b) Other Definitional Provisions.

- (i) Unless otherwise specified therein, all terms defined in this Agreement shall have the defined meanings when used in any other Loan Document or any certificate or other document made or delivered pursuant hereto.
- (ii) As used herein, in the other Loan Documents, and in any certificate or other documents made or delivered pursuant hereto or thereto, accounting terms which are not defined in this Section and accounting terms which are partly defined in this Section, to the extent not defined, shall have the respective meanings given to them under GAAP.
- (iii) The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement; references to Sections, Schedules and Exhibits are references to Sections of, and Schedules and Exhibits to, this Agreement unless otherwise specified; and the words "this Agreement" refer to this Credit Agreement, together with all schedules and exhibits hereto, as amended, restated, supplemented or otherwise modified from time to time.
- (iv) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.
- (v) Unless otherwise expressly specified herein, defined terms denoting the singular number shall, when in the plural form, denote the plural number of the matter or item to which such defined terms refer, and vice-versa. Words of the neuter gender mean and include correlative words of the masculine and feminine gender.
- (vi) The Table of Contents and Article, Section, Schedule and Exhibit headings used in this Agreement are for convenience only and shall not affect the construction or meaning of any provisions of this Agreement.
- (vii) Except as otherwise specified herein, all references herein (x) to any Person shall be deemed to include such Person's successors and assigns, (y) to any Requirement of Law defined or referred to herein shall be deemed references to such Requirement of Law or any successor Requirement of Law as the same may have been or

may be amended or supplemented from time to time, and (z) to any Loan Document or other document or agreement defined or referred to herein shall be deemed to refer to such Loan Document or other document or agreement (and, in the case of any Note or any other instrument, any instrument issued in substitution therefor) as the terms thereof may have been or may be amended, restated, supplemented or otherwise modified from time to time.

- (viii) Unless otherwise specified, all references to times of day shall be to New York, New York times.
- (ix) Unless otherwise specified, the term "including", whenever used in this Agreement or any other Loan Document, shall be deemed to mean "including without limitation".
- (x) Each authorization in favor of the Bank granted by or pursuant to this Agreement shall be deemed to be irrevocable and coupled with an interest.

#### 2. The Loans.

- (a) Subject to the terms and conditions of this Agreement, the Bank agrees to make revolving credit loans (each, a "Loan" and, collectively, the "Loans") to the Borrower in an aggregate principal amount at any one time outstanding of up to but not exceeding One Million Dollars (\$1,000,000) (the "Commitment"), which may be drawn down during the period (the "Drawdown Period") commencing on the Closing Date and ending on the earlier to occur of (i) the date on which the Guarantor suspends or terminates the Campaign (other than by reason of having been elected to the U.S. Senate) or (ii) March 30, 2017 (the "Drawdown Period Termination Date").
- (b) Subject to the terms and conditions of this Agreement, during the Drawdown Period the Borrower may borrow from the Bank pursuant to this Section 2, convert Loans from one Type to another pursuant to Section 4, prepay Loans pursuant to Section 9 (subject to the provisions of Section 15(g) and the definition of the term "Interest Period") and reborrow pursuant to this Section 2 up to the amount of the Commitment by means of Base Rate Loans or LIBOR Loans; provided, however, that no Loan shall be made hereunder as a LIBOR Loan (and no Base Rate Loan shall be converted to a LIBOR Loan) (i) without the prior written consent of the Bank or (ii) after the day that is one month prior to the Maturity Date. For the avoidance of doubt, the parties hereby acknowledge that, notwithstanding the provisions of this Agreement relating to LIBOR Loans, the Borrower may only borrow Base Rate Loans, and shall not be entitled to request or borrow LIBOR Loans, unless the Bank expressly consents to the borrowing of LIBOR Loans in writing, which consent may be given or withheld in the Bank's sole discretion.

#### 3. Procedure for Borrowing.

The Borrower may borrow during the Drawdown Period on any Business Day, provided that, with respect to each Loan, the Borrower shall give the Bank irrevocable notice (each, a "Notice of Borrowing"), which notice must be substantially in the form of Exhibit C, must be duly completed by the Borrower and must be received by the Bank (a) no later than

12:00 noon on the requested Borrowing Date with respect to Base Rate Loans and (b) no later than 11:00 a.m. two Business Days prior to the requested Borrowing Date with respect to LIBOR Loans. Each Loan shall be in an amount equal to \$50,000 or any greater amount that is a whole multiple of \$25,000 (or, if the Available Commitment is less than \$50,000 on the requested Borrowing Date, such lesser amount). If no Interest Period is specified with respect to any requested LIBOR Loan in a Notice of Borrowing, then the Borrower shall be deemed to have selected an Interest Period of one month's duration. The Bank will make the amount of each Loan available to the Borrower by crediting such amount to a deposit account designated by the Borrower.

#### 4. Procedure for Conversion or Continuation.

- Subject to Section 2(b) hereof, the Borrower may elect from time to time to convert outstanding Loans from one Type to another by giving the Bank irrevocable written notice of such election at least two (2) Business Days prior to the proposed conversion date, whether in the case of conversion of LIBOR Loans into Base Rate Loans or in the case of conversion of Base Rate Loans into LIBOR Loans, which notice shall be substantially in the form of Exhibit D and shall be duly completed by the Borrower (each, a "Notice of Conversion or Continuation"); provided, however, that any conversion of LIBOR Loans into Base Rate Loans may only be made on the last day of an Interest Period with respect thereto. Any such notice of conversion to a LIBOR Loan shall specify the length of the initial Interest Period therefor. If such notice fails to specify the length of the initial Interest Period therefor, then the Borrower shall be deemed to have selected an Interest Period of one month's duration. Subject to Section 2(b) hereof, all or any part of any outstanding Loans may be converted as provided herein, provided that no Loan may be converted into a LIBOR Loan when any Event of Default has occurred and is continuing and the Bank has notified the Borrower that such conversion option is no longer available, and (ii) no Loan may be converted into a LIBOR Loan after the date that is one month prior to the Maturity Date.
- (b) Any LIBOR Loan may be continued by the Borrower as a LIBOR Loan upon the expiration of the then current Interest Period with respect thereto by giving a written notice to the Bank, specifying the length of the next Interest Period to be applicable to such LIBOR Loan, determined in accordance with the applicable provisions of the definition of the term "Interest Period"; provided, however, that no LIBOR Loan may be continued as such (i) when any Event of Default has occurred and is continuing and the Bank has notified the Borrower that such continuation option is no longer available or (ii) after the date that is one month prior to the Maturity Date; and provided further, that (x) if such continuation is permitted pursuant to the preceding proviso but the Borrower fails to give any required notice as described above in this paragraph, then the Borrower shall be deemed to have requested that such LIBOR Loan be continued with an Interest Rate of one month's duration and (y) if such continuation is not permitted pursuant to the preceding proviso, such LIBOR Loan shall be automatically converted to a Base Rate Loan on the last day of the then expiring Interest Period.
  - 5. Minimum Amount of LIBOR Loans and Maximum Number of Interest Periods.

All Loans, all continuations of LIBOR Loans and all selections of Interest Periods

hereunder shall be in such amounts and shall be made pursuant to such elections so that, after giving effect thereto, the aggregate principal amount of each LIBOR Loan shall be equal to or greater than \$50,000 and shall be a whole multiple of \$25,000 and there shall not be more than five (5) LIBOR Loans outstanding at any one time.

#### 6. Termination or Reduction of Commitment.

The Borrower shall have the right, upon not less than five (5) Business Days' written notice to the Bank, to terminate the Commitment or, from time to time, to reduce the amount of the Unused Commitment. Any such partial reduction shall be in an amount equal to \$50,000 or any greater amount that is a whole multiple of \$25,000 and shall reduce permanently the Commitment then in effect. Any such termination of the Commitment shall be accompanied by prepayment in full of the principal amount of the Loans then outstanding, together with interest accrued thereon and any other amounts then due hereunder or under any other Loan Document.

#### 7. Repayment of Loans.

The Borrower hereby unconditionally promises to repay to the Bank in full on the Maturity Date (or such earlier date on which the Loans become due and payable pursuant to Section 21) the aggregate principal amount of all Loans that are then outstanding.

#### 8. Evidence of Indebtedness.

- (a) The Bank shall maintain in accordance with its normal practice an account or accounts evidencing Indebtedness of the Borrower to the Bank hereunder. The entries made by the Bank in such account or accounts shall be prima facie evidence of the existence and amounts of the obligations of the Borrower therein recorded, provided, however, that the failure of the Bank to maintain any such account, or any error therein, shall not in any manner affect the obligation of the Borrower to repay the Loans, to pay interest accrued thereon, and to pay fees and other amounts, in each case when due in accordance with the terms of this Agreement.
- (b) The Borrower shall execute and deliver to the Bank a promissory note substantially in the form of Exhibit A (the "Note") to evidence the Loans.

#### 9. Optional Prepayments.

The Borrower may prepay the Loans at any time, in whole or in part, without premium or penalty, provided that the Borrower shall give at least one Business Day's irrevocable written notice to the Bank, specifying the date and amount of prepayment. If any such notice is given, the amount specified in such notice shall be due and payable on the date specified therein, together with accrued interest on the amount prepaid and any amounts payable pursuant to Section 15(g). Optional partial prepayments made pursuant to this Section shall be in an aggregate principal amount equal to \$50,000 or any greater amount that is a whole multiple of \$25,000. Any prepayment made pursuant to this Section shall be applied, first to any Base Rate Loans then outstanding, then to any LIBOR Loans with an Interest Period that ends on the day of prepayment, and then to any other LIBOR Loans in such order and manner as the Borrower may

direct (subject to the limitations set forth above) or, absent such direction, as the Bank may determine.

#### 10. Interest Rates and Payment Dates.

- (a) Each Base Rate Loan shall bear interest for each day it is outstanding at a rate per annum equal to the Base Rate in effect on such day, plus the Applicable Margin.
- (b) Each LIBOR Loan shall bear interest for each day during each Interest Period with respect thereto at a rate per annum equal to the LIBOR Rate applicable to such Interest Period, plus the Applicable Margin.
- (c) After the occurrence and during the continuance of an Event of Default and the expiration of any applicable grace periods, and upon written notice to the Borrower, interest shall accrue (after as well as before judgment) with respect to all outstanding Obligations (including, without limitation, the principal amount of the Loans, all interest accrued thereof, and all fees and other amounts owing hereunder or under any other Loan Document) at the Post-Default Rate; provided such Post-Default Rate shall not be applied retroactively.
- (d) Interest shall be paid (i) on each Base Rate Loan monthly in arrears on the first day of each calendar month and on the date on which such Base Rate Loan is repaid or prepaid, and (ii) on each LIBOR Loan on the last day of each Interest Period applicable thereto and on the date on which such LIBOR Loan is repaid or prepaid; provided that for any Interest Period that is longer than three months, interest shall also be payable on each successive three-month anniversary of the first day of such Interest Period; and provided further that interest accrued at the Post-Default Rate shall be payable from time to time on demand.
- (e) It is the intention of the parties hereto to comply strictly with applicable usury laws; accordingly, it is stipulated and agreed that the aggregate of all amounts which constitute interest under applicable usury laws, whether contracted for, charged, taken, reserved, or received, in connection with the Indebtedness evidenced by this Agreement or any other Loan Document shall never exceed under any circumstances whatsoever the maximum amount of interest allowed by applicable usury laws.

#### 11. <u>Fee</u>.

The Borrower shall pay to the Bank a closing fee (the "Closing Fee") in the amount of One Thousand Dollars (\$1,000), which fee shall be fully earned and non-refundable and shall be paid in full on the Closing Date.

#### 12. Computation of Interest and Fees.

(a) Interest and fees shall be calculated on the basis of (i) a 360-day year for the actual number of days elapsed with respect to LIBOR Loans and (ii) a 365-day year with respect to Base Rate Loans. Any change in the interest rate on a Base Rate Loan resulting from a change in the Base Rate shall become effective as of the opening of business on the day on which such change becomes effective. The Bank shall notify the Borrower as soon as

practicable of the effective date and the amount of each such change in interest rate but the failure to so notify will not effect any such change in such interest rate.

(b) Each determination of an interest rate by the Bank pursuant to any provision of this Agreement shall be conclusive and binding on the Borrower in the absence of manifest error.

#### 13. Place and Manner of Payment.

- (a) All payments of principal, interest, fees and other amounts hereunder and under the other Loan Documents shall be made in Dollars and in immediately available funds at the office of the Bank at 275 Seventh Avenue, New York, New York 10001 (or at such other office as the Bank may designate from time to time by a prior notice in writing to the Borrower) no later than 1:00 p.m. on the date when due. The Bank is hereby authorized (but not required) to debit the Borrower's deposit accounts with the Bank for any amount then due and owing to the Bank hereunder or under any other Loan Document (including any amount then due and owing to the Bank in respect of principal, interest or fees). The rights of the Bank under this Section are in addition to and not in lieu of the rights of set off under Section 22 and under applicable law.
- (b) If any amount payable hereunder or under any other Loan Document shall be due on a day which is not a Business Day, the maturity thereof shall be extended to the immediately succeeding Business Day and interest thereon shall accrue during the period of such extension (i) in the case of amounts payable in respect of principal or interest, at the rate provided in this Agreement for the relevant Loan and (ii) in the case of all other amounts, at a rate per annum equal to the Base Rate.

#### 14. Use of Proceeds.

The Borrower shall use the proceeds of the Loans solely to finance its working capital needs in connection with the Campaign in accordance with all applicable Requirements of Law.

### 15. Yield Protection and Illegality.

- (a) If prior to the first day of any Interest Period:
- (i) the Bank shall have determined (which determination shall be conclusive and binding upon the Borrower) that, by reason of circumstances affecting the relevant market, adequate and reasonable means do not exist for ascertaining the LIBOR Rate for such Interest Period, or
- (ii) the Bank shall have determined that the LIBOR Rate determined or to be determined for such Interest Period will not adequately and fairly reflect the cost to the Bank of making or maintaining any Loan during such Interest Period as a LIBOR Loan,

then the Bank shall give telecopy or telephonic notice thereof to the Borrower as soon as

practicable thereafter. If such notice is given, the obligation of the Bank to make any LIBOR Loans shall forthwith be suspended, any LIBOR Loans then outstanding shall be converted automatically to Base Rate Loans on the respective last days of the then current Interest Periods with respect thereto, and the Loans shall bear interest at the Base Rate until such notice is withdrawn by the Bank.

- (b) Notwithstanding any other provision herein, if the adoption of or any change in any Requirement of Law or in the interpretation or application thereof occurring after the date hereof shall make it unlawful for the Bank to make or maintain LIBOR Loans as contemplated by this Agreement, (a) the Bank shall promptly give written notice of such circumstances to the Borrower (which notice shall be withdrawn whenever such circumstances no longer exist), (b) the obligation of the Bank hereunder to make any LIBOR Loans shall forthwith be canceled and, until such time as it shall no longer be unlawful for the Bank to make and maintain LIBOR Loans, the Bank shall have no obligation to make or maintain LIBOR Loans, and (c) any LIBOR Loans then outstanding shall be converted automatically to Base Rate Loans on the respective last days of the then current Interest Periods with respect to such LIBOR Loans or within such earlier period as required by law. If any such conversion of a LIBOR Loan occurs on a day which is not the last day of the then current Interest Period with respect thereto, the Borrower shall pay to the Bank such amounts, if any, as may be required pursuant to Section 15(g); provided, however, that the Borrower shall not be required to compensate the Bank pursuant to this Section for any increased costs incurred or reductions suffered more than nine months prior to the date that the Bank notifies the Borrower of the change in any Requirement of Law giving rise to such increased costs or reductions and of the Bank's intention to claim compensation therefor (except that, if the change in any Requirement of Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).
- (c) If the adoption of or any change in any Requirement of Law or in the interpretation or application thereof applicable to the Bank, or compliance by the Bank with any request or directive (whether or not having the force of law) from any central bank or other Governmental Authority, in each case made subsequent to the date hereof:
  - (i) shall subject the Bank to any tax of any kind whatsoever with respect to any LIBOR Loan, or its obligation to make LIBOR Loans, or change the basis of taxation of payments to the Bank in respect thereof (except for Taxes covered by Section 16 and changes in taxes measured by or imposed upon the overall net income, or franchise taxes (imposed in lieu of such net income tax), of the Bank or its applicable lending office, branch, or any affiliate thereof);
  - (ii) shall impose, modify or hold applicable any reserve, special deposit, compulsory loan or similar requirement against assets held by, deposits or other liabilities in or for the account of, advances, loans or other extensions of credit by, or any other acquisition of funds by, any office of the Bank, which requirement is not otherwise included in the determination of the LIBOR Rate hereunder; or
    - (iii) shall impose on the Bank any other condition;

and the result of any of the foregoing is to increase the cost to the Bank of making or maintaining LIBOR Loans or to reduce any amount receivable hereunder in respect thereof or of its Commitment hereunder, then from time to time, within 2 Business Days after submission by the Bank to the Borrower of a written request therefor, the Borrower shall pay to the Bank (i) any additional amounts necessary to compensate the Bank for such increased cost or reduced amount receivable attributable to its making or maintaining any LIBOR Loans, and such additional amount or amounts as will compensate the Bank for such increased cost or reduced amounts receivable attributable to this Agreement, the Bank's Commitment and the credit facilities provided hereunder; provided that, in any such case, if the compensation required to be provided by them hereunder relates to LIBOR Loans, the Borrower may elect to convert the LIBOR Loans to Base Rate Loans by giving the Bank at least one Business Day's notice of such election, in which case the Borrower shall promptly pay to the Bank upon demand, without duplication, such amounts, if any, as may be required pursuant to Section 15(g); provided, however, that the Borrower shall not be required to compensate the Bank pursuant to this Section for any increased costs incurred or reductions suffered more than nine months prior to the date that the Bank notifies the Borrower of the change in any Requirement of Law giving rise to such increased costs or reductions and of the Bank's intention to claim compensation therefor (except that, if the change in any Requirement of Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof). If the Bank becomes entitled to claim any additional amounts pursuant to this Section, it shall provide prompt notice thereof to the Borrower. Such notice as to any additional amounts payable pursuant to this Section submitted by the Bank to the Borrower shall be conclusive in the absence of manifest error. This covenant shall survive the termination of this Agreement and the other Loan Documents and the payment in full of the Note and all other amounts payable hereunder.

(d) If the Bank shall have determined that the adoption of or any change in any Requirement of Law regarding capital or liquidity requirements or in the interpretation or application thereof or compliance by the Bank or any corporation controlling the Bank with any request or directive regarding capital or liquidity requirements (whether or not having the force of law) from any Governmental Authority, in each case made subsequent to the date hereof, does or shall have the effect of reducing the rate of return on the Bank's or such corporation's capital as a consequence of its obligations hereunder to a level below that which the Bank or such corporation could have achieved but for such change or compliance (taking into consideration the Bank's or such corporation's policies with respect to capital or liquidity requirements), then from time to time, within 2 Business Days after submission by the Bank to the Borrower of a written request therefore, (i) the Borrower shall pay to the Bank such additional amount or amounts as will compensate the Bank for such reduction attributable to its making or maintaining LIBOR Loans hereunder, and (ii) the Borrower shall pay to the Bank such additional amount or amounts as will compensate the Bank or such corporation for such reduction attributable to this Agreement, its Commitment hereunder and the credit facilities provided hereunder to the Borrower; provided, however, that the Borrower shall not be required to compensate the Bank pursuant to this Section for any increased costs incurred or reductions suffered more than nine months prior to the date that the Bank notifies the Borrower of the change in any Requirement of Law giving rise to such increased costs or reductions and of the Bank's intention to claim compensation therefor (except that, if the change in any Requirement of Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

- (e) For purposes of paragraphs (c) and (d) of this Section 15, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, regulations, guidelines, interpretations or directives thereunder or issued in connection therewith (whether or not having the force of law) and (ii) all requests, rules, regulations, guidelines, interpretations or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities (whether or not having the force of law), in each case pursuant to Basel III, shall in each case be deemed to be a change in a Requirement of Law regardless of the date enacted, adopted, issued, promulgated or implemented.
- (f) If the Bank requests compensation from the Borrower pursuant to paragraph (c) or (d) of this Section 15, the Bank will deliver to the Borrower a certificate setting forth in reasonable detail the basis and amount of such request and such certificate shall be conclusive as to the amount set forth therein, absent manifest error. In determining such amount, the Bank may make such estimates, assumptions, allocations among its assets and liabilities and the like as it determines in good faith to be appropriate, and the determinations made by the Bank on the basis thereof shall be final, binding and conclusive upon the Borrower, except, in the case of such determinations, for manifest errors. The covenants and obligations of the Borrower set forth in this Section 15 shall survive the termination of this Agreement, the expiration of the Commitment and the payment of the Loans and all other amounts payable hereunder or under any other Loan Document.
- (g) The Borrower agrees to indemnify the Bank against and to hold the Bank harmless from any loss or expense which the Bank may sustain or incur as a consequence of (i) any failure on the part of the Borrower to borrow a LIBOR Loan, convert a Base Rate Loan into a LIBOR Loan or continue a LIBOR Loan as such, after the Borrower has given a notice requesting the same in accordance with the provisions of this Agreement, (ii) any failure on the part of the Borrower to make any payment in respect of principal of a LIBOR Loan after the Borrower has given a notice thereof in accordance with the provisions of this Agreement or (iii) the making by the Borrower of a payment or prepayment in respect of principal of a LIBOR Loan on a day which is not the last day of the Interest Period with respect thereto. Without limiting the foregoing, such indemnification shall include (x) an amount equal to (A) the amount of interest which would have accrued on the amount so prepaid, or not so borrowed, converted or continued for the period from the date of such prepayment or of such failure to borrow, convert or continue to the last day of the applicable Interest Period (or, in the case of a failure to borrow, convert or continue, the Interest Period that would have commenced on the date of such failure) in each case at the interest rate applicable to such LIBOR Loans, minus (B) the amount of interest (as reasonably determined by the Bank) which would have accrued to the Bank on such amount by placing such amount on deposit for a comparable period with leading banks in the relevant London interbank market, (y) any other breakage costs incurred by the Bank and (z) any administrative costs or expenses incurred by the Bank (including interdepartmental or other internal charges). This covenant shall survive the termination of this Agreement and the other Loan Documents, the expiration of the

Commitment and the payment of the Loans and all other amounts payable hereunder or under any other Loan Document.

#### 16. Taxes.

All payments made by the Borrower under this Agreement and the other Loan Documents shall be made free and clear of, and without deduction or withholding for or on account of, any present or future income, stamp or other taxes, levies, imposts, duties, charges, fees, deductions or withholdings, now or hereafter imposed, levied, collected, withheld or assessed by any Governmental Authority, excluding, in the case of the Bank, net income taxes and franchise taxes (imposed in lieu of net income taxes) imposed on the Bank, as the case may be, as a result of a present or former connection between the jurisdiction of the government or taxing authority imposing such tax and the Bank (excluding a connection arising solely from the Bank having executed, delivered or performed its obligations or received a payment under, or enforced, this Agreement or any other Loan Document) or any political subdivision or taxing authority thereof or therein (all such non-excluded taxes, levies, imposts, duties, charges, fees, deductions and withholdings being hereinafter called "Taxes"). If any such Taxes are required to be withheld from any amounts payable to the Bank hereunder or under any other Loan Document, the amounts so payable shall be increased to the extent necessary to yield to the Bank (after payment of all Taxes) interest, fees or any other amounts payable hereunder or under any other Loan Document at the rates or in the amounts specified in this Agreement or such other Loan Document. Whenever any Taxes are payable by the Borrower, as promptly as possible thereafter, the Borrower shall send to the Bank a certified copy of an original official receipt received by the Borrower that paid such Taxes, showing payment thereof. If the Borrower fail to pay any Taxes when due to the appropriate taxing authority or fail to remit to the Bank the required receipts or other required documentary evidence, the Borrower shall indemnify the Bank for any incremental taxes, interest or penalties that may become payable by the Bank as a result of any such failure. The agreements in this Section shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder or under any other Loan Document.

#### 17. Conditions Precedent to Initial Loan.

The obligation of the Bank to make the initial Loan is subject to the fulfillment (to the satisfaction of the Bank) of the following conditions precedent:

- (a) The Bank shall have received counterparts of all the Loan Documents, all of which shall have been duly executed by all the parties thereto, shall be in form and substance satisfactory to the Bank and shall be dated as of the Closing Date.
- (b) The Bank shall have received evidence satisfactory to it as to the perfection and priority of its security interests in all items of Collateral, including:
  - (i) receipt of Uniform Commercial Code Financing Statements naming the Borrower as debtor and the Bank as secured party for filing in all jurisdictions necessary or, in the opinion of the Bank, desirable to perfect its security interest in personal property Collateral;

- (ii) such other documents as the Bank may reasonably require in connection with the perfection of its security interest in the Collateral;
- (iii) the results of a recent search of all effective UCC financing statements (or equivalent filings) made with respect to any personal or mixed property of the Borrower in Florida, together with copies of all such filings disclosed by such search and such UCC termination statements (or similar documents) for filing in all applicable jurisdictions as may be necessary to terminate any effective UCC financing statements (or equivalent filings) disclosed in such search, accompanied by payoff letters and/or other documents, duly executed by all applicable persons, sufficient to terminate the security interests to which such filings relate;
- (c) The Bank shall have received a certificate, dated the date hereof, of the Secretary or Assistant Secretary or other analogous counterpart of the Borrower (i) attaching a true and complete copy of the resolutions of its Board of Directors and of all documents evidencing all necessary corporate action (in form and substance satisfactory to the Bank) taken by it to authorize the Loan Documents and the transactions contemplated thereby, (ii) attaching a true and complete copy of its Organizational Documents, (iii) setting forth the incumbency of its officer or officers or other analogous counterpart who may sign the Loan Documents, including therein a signature specimen of such officer or officers and (iv) attaching a certificate of good standing issued by the Florida Secretary of State.
- (d) The Bank shall have received a certificate duly executed by a senior officer of the Borrower, in all respects satisfactory to the Bank, dated the date hereof, certifying that:
  - (i) All approvals and consents of all Persons required to be obtained in connection with the consummation of the transactions contemplated by the Loan Documents have been obtained and are in full force and effect.
  - (ii) No Material Adverse Change has occurred since September 30, 2016.
  - (iii) The representations and warranties contained in each Loan Document are true and correct in all material respects on and as of the date hereof.
  - (iv) No Default or Event of Default has occurred and is continuing or would occur after giving effect to any Loans requested on the date hereof.
- (e) The Bank shall have received opinions from Perkins Coie LLP and Swann Handley Stump Dietrich & Spears, P.A., counsel to the Borrower and the Guarantor, in form and substance reasonably satisfactory to the Bank and its counsel.
- (f) The Bank shall have received payment in full of (i) the Closing Fee and (ii) the Bank's fees, costs and expenses, including the reasonable fees and expenses of the Bank's attorneys, accountants, financial advisors and other professionals engaged with respect to this Agreement and the Commitment, and all costs incurred by the Bank to review or audit the Borrower's and the Guarantor's books and records and financial statements.

#### (g) [Reserved].

- (h) The Guarantor shall have established a blocked cash collateral deposit account with the Bank (the "Cash Collateral Account") and shall have deposited \$1,000,000 in said account.
- (i) All existing Debt of the Borrower shall have been satisfied and paid in full, all Liens on the Borrower's assets securing such Debt shall have been released and all evidence of such Liens in the public records shall have been released or terminated.
- (j) The Bank shall be satisfied that consummation of the transactions contemplated by this Agreement (A) complies with all Requirements of Law, including the provisions of Regulations T, U and X of the Federal Reserve Board, as amended from time to time and (B) will not subject the Bank to any adverse tax consequences.
  - (k) The Bank shall have completed its due diligence.
- (I) All other documents and legal matters in connection with the transactions contemplated by this Agreement shall be satisfactory in form and substance to the Bank.

#### 18. Conditions Precedent to Each Loan.

The obligation of the Bank to make any Loan (including the initial Loan) is subject to the fulfillment (to the satisfaction of the Bank) of the following conditions precedent:

- (a) Each of the representations and warranties set forth in Section 19 shall be true and correct in all material respects on and as of such date as if made on and as of such date (except to the extent that such representations and warranties expressly relate to an earlier date) and, if the Bank so requests, the Bank shall have received a certificate duly executed by senior officers of the Borrower to such effect.
- (b) No Default or Event of Default shall have occurred and be continuing on such date or after giving effect to the Loan requested to be made on such date and, if the Borrower so requests, the Borrower shall have received a certificate duly executed by senior officers of the Borrower to such effect.
  - (c) No Material Adverse Change shall have occurred.
- (d) The Bank shall have received an appropriate Notice of Borrowing with respect to such Loan.
- (e) The requested Loan and the use of the proceeds thereof shall not violate any Requirement of Law and shall not result in, or require, the creation or imposition of any lien on any of the Borrower's properties or revenues pursuant to any such Requirement of Law.
- (f) The Bank shall have received such additional instruments, certificates or other documents, and such additional information, as it may reasonably require.

Each borrowing hereunder shall constitute a representation and warranty by the Borrower that as of the date of such borrowing the conditions contained in this Section have been satisfied with respect to such borrowing.

### 19. Representations and Warranties.

The Borrower represents and warrants to the Bank that:

- (a) <u>Formation, Good Standing. Power and Due Qualification</u>. The Borrower (i) is a not-for-profit corporation duly incorporated, validly existing, and in good standing under the laws of the State of Florida and (ii) has the corporate power and authority, to own its assets and to transact the business in which it now engages or proposes to engage.
- (b) <u>Authority</u>. The execution, delivery and performance by the Borrower of the Loan Documents are within its corporate powers, have been duly authorized by all necessary corporate action, and do not and will not (i) require any consent or approval of its board of directors which has not been obtained, or (ii) contravene its certificate of incorporation or by-laws.
- (c) No Contravention. The execution, delivery and performance of the Loan Documents by the Obligors do not and will not (i) violate any provision of any Requirement of Law presently in effect applicable to any Obligor, (ii) result in a breach of or constitute a default under any indenture or loan or credit agreement or any other agreement, lease, or instrument to which any Obligor is party or by which the properties of any Obligor may be bound or affected, or (iii) result in, or require, the creation or imposition of any lien upon or with respect to any of the properties now owned or hereafter acquired by the Borrower.
- (d) <u>Governmental Authority</u>. No authorization, approval or other action by, and no notice to or filing with, any Governmental Authority is required for the due execution, delivery and performance of any Loan Document by any Obligor.
- (e) <u>Legally Enforceable Loan Documents</u>. Each of the Loan Documents is the legal, valid and binding obligation of the Obligor party thereto, enforceable against such Obligor in accordance with its terms, except to the extent that such enforcement may be limited by (i) applicable bankruptcy, insolvency, and other similar laws affecting creditors' rights generally, or (ii) general equitable principles, regardless of whether the issue of enforceability is considered in a proceeding in equity or at law.
- (f) <u>Information</u>. No information, exhibit, or report furnished by any Obligor to the Bank in connection with the Loans contains any material misstatement of fact or omits to state a material fact or any fact necessary to make the statements contained therein not misleading.
- (g) <u>Financial Condition</u>. All financial statements delivered by the Obligors to the Bank are true and correct in all material respects, and accurately reflect their respective financial condition as of the date of such statements. There has been no Material Adverse Change since September 30, 2016. The Borrower has not entered into any contracts or

agreements not reflected in such financial statements or otherwise disclosed to the Bank, other than in the ordinary course of business.

- (h) Ownership and Liens. The Borrower has title to, or valid leasehold interests in, all of its properties and assets, real and personal, necessary for the operation of its business, and none of its properties and assets, and none of its leasehold interests, are subject to any Lien other than the Liens listed in the Disclosure Schedule, if any, and Liens permitted pursuant to Section 20(c)(iii).
- (i) <u>Tax Returns</u>. Each Obligor has filed all tax returns (federal, state and local) required to be filed by such Obligor and has paid all taxes, assessments and governmental charges and levies thereon when due, including interest and penalties. The charges, accruals and reserves on the books of the Borrower for taxes or other governmental charges are adequate. No additional tax liability has been asserted against any Obligor nor has any Obligor received any assessment which remains open and unpaid.
- (j) <u>Compliance With Law</u>. The Obligors are in compliance in all material respects with all applicable Requirements of Law.
- (k) <u>Litigation</u>. There is no action, suit or proceeding pending or, to the knowledge of the Borrower, threatened against or affecting any Obligor before any court, arbitration panel or other governmental body, other than actions, suits or proceedings, if any, involving claims the uninsured portion of which does not exceed \$100,000 in the aggregate.
- (I) <u>Permits. Franchises</u>. The Borrower possesses all material permits, memberships, franchises, contracts and licenses required, and all trademark rights, trade name rights, patent rights, copyrights, and fictitious name rights necessary, to enable it to conduct the business in which it is now engaged.
- (m) Other Obligations. No Obligor is in default on obligations for borrowed money, purchase money obligations or any other obligations under leases, commitments, contracts or instruments which total in the aggregate \$100,000 or more.
  - (n) No Default. No Default or Event of Default has occurred.
- (o) <u>Location of the Obligors</u>. The chief executive office of the Borrower is located at 4521 PGA Blvd., Suite 412, Palm Beach Gardens, Florida 33418. The Guarantor resides at 500 S US Highway #1 APT 203, Jupiter, Florida 33477.
- (p) <u>Plans</u>. The Borrower does not sponsor, maintain, make or is obligated to make contributions to any Plan, and the Borrower has not made any contributions to any Plan at any time during the last six (6) years.
- (q) Insurance. The Borrower have obtained and maintained in effect the insurance coverage required under Section 20(b)(v).
- (r) No Claims. There is no action, suit, investigation or proceeding pending or threatened against any Obligor in or before any court or any administrative or Governmental

Authority, or any arbitration forum, which if determined against such Obligor would affect its ability to enter into this Agreement or any other Loan Document or pay the Obligations in full when due.

- (s) <u>Solvency</u>. On the date hereof, and after giving effect to this Agreement and other obligations and liabilities being incurred, the Borrower is and will be solvent.
- (t) <u>Margin Regulations</u>. No part of the proceeds of any Loan will be used for the purpose of buying or carrying any "margin stock," as such term is used in Regulation U of the Federal Reserve Board or to extend credit to others for the purpose of buying or carrying any "margin stock." The Borrower is not engaged in the business of extending credit to others for the purpose of buying or carrying margin stock. The Borrower does not own any "margin stock." Neither the making of this Agreement nor any use of proceeds of this Agreement will violate or conflict with the provisions of Regulation T, U or X of the Federal Reserve Board.
- (u) <u>Investment Company Act</u>. The Borrower is not an "investment company" or an "affiliated person" of, or "promoter" or "principal underwriter" for, or a company "controlled" by, an investment company, each within the meaning of the Investment Company Act of 1940, as amended.
- (v) Compliance with Anti-Terrorism Laws. The Obligors and their respective agents acting or benefitting in any capacity in connection with the transactions contemplated by this Agreement are not (i) in violation of any laws relating to terrorism or money laundering, including Executive Order No. 13224 (effective September 24, 2001), the USA PATRIOT Act, the laws comprising or implementing the Bank Secrecy Act, and the laws administered by the U.S. Department of Treasury Office of Foreign Assets Control (such laws collectively, the "Anti-Terrorism Laws") or (ii) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.
- (w) <u>Intellectual Property</u>. The Borrower owns, or is licensed to use, all trademarks, tradenames, copyrights, technology, know-how, processes and all other industrial, intangible and intellectual property of any type (collectively, the "<u>Intellectual Property</u>") necessary for the conduct of its business as currently conducted. No claim has been asserted and is pending by any Person challenging or questioning the use of any such Intellectual Property or the validity or effectiveness of any such Intellectual Property. The use of such Intellectual Property by the Borrower does not infringe on the rights of any Person.
- (x) Creation and Perfection of Security Interests. The provisions of the Loan Documents are effective to create in favor of the Bank a legal, valid and enforceable security interest in all right, title and interest of the Borrower in and to its personal property. Except as set forth in the Disclosure Schedule, the obligations of the Borrower to the Bank under this Agreement and the other Loan Documents will be secured by a perfected first priority security interest in the Collateral, wherever located, whether now owned or hereafter acquired, created or existing. Except as set forth in the Disclosure Schedule, the Borrower does not own any personal property, or have any interest in any personal property, that is not subject to a fully perfected first priority lien or security interest in favor of the Bank.

#### 20. Covenants.

The Borrower hereby covenants and agrees that so long as the Commitment remains in effect and until the payment in full of the Obligations (other than unasserted contingent obligations), unless the Bank shall otherwise consent in writing:

- (a) Reporting Requirements. The Borrower will furnish (or cause to be furnished) the following to the Bank:
  - (i) as soon as available and in any event within ten (10) Business Days after the end of each month, a report in form and detail satisfactory to the Bank, setting forth the total amount raised by the Borrower during such month, the Borrower's total expenditures for such month and the net cash position of the Borrower as at the end of such month;
  - (ii) as soon as available and in any event within ten (10) Business Days after any filings are made or reports are submitted by either Obligor to any local, state or Federal Governmental Authority in connection with the Campaign, copies of such filings and reports;
  - (iii) such other information as the Bank may reasonably request from time to time.

#### (b) Affirmative Covenants.

- (i) <u>Maintenance of Existence</u>. The Borrower will maintain its status as a not-for-profit corporation organized under the laws of the State of Florida and will preserve and maintain its existence in good standing and all of its rights, privileges, qualifications and franchises.
- (ii) <u>Conduct of Business</u>. The Borrower will continue to engage in an efficient and economical manner in a business of the same general type as conducted by it on the date of this Agreement and will maintain and preserve all rights, privileges, and franchises the Borrower currently have.
- (iii) <u>Maintenance of Properties</u>. The Borrower will maintain, keep and preserve all of its material properties, (tangible and intangible) necessary or useful in the proper conduct of its business in good working order and condition, ordinary wear and tear excepted.
- (iv) <u>Maintenance of Records</u>. The Borrower will keep adequate records and books of account, in which complete entries will be made in accordance with GAAP, reflecting all of its financial transactions.
- (v) <u>Maintenance of Insurance</u>. The Borrower will (A) maintain insurance with financially sound and reputable insurance companies or associations in such amounts and covering such risks as are usually carried by companies engaged in the same or a similar business and similarly situated and such other insurance as required by

the Bank, and (B) provide to the Bank annual proof of such insurance coverage. If the Bank so requests, all insurance policies shall name the Bank as an additional insured or as lender loss payee, as applicable, and shall provide that they may be canceled, amended or terminated only upon at least thirty days' prior written notice given to the Bank.

- (vi) <u>Compliance with Laws</u>. Each Obligor will comply in all material respects with all applicable Requirements of Law enacted, issued and adopted, or entered by any Governmental Authority having jurisdiction over such Obligor or any of its properties, such compliance to include, without limitation, paying before the same become delinquent all taxes, assessments and governmental charges imposed upon such Obligor or upon such Obligor's property. The Bank shall have no obligation to make any advance to the Borrower except in compliance with applicable laws and regulations and the Borrower shall fully cooperate with the Bank in complying with all such applicable laws and regulations.
- (vii) Right of Inspection. At any time and from time to time upon reasonable advance notice, the Borrower will permit the Bank or any agent or representative of the Bank (A) to examine and make copies of and abstracts from the records and books of account of, and visit the properties of, the Borrower, and (B) to discuss the affairs, finances and accounts of the Borrower with any of its officers and directors and the Borrower's independent accountants. The reasonable out-of-pocket costs with respect to one such field audit per year shall be at the Borrower's sole cost and expense, unless an Event of Default exists and is continuing in which case the costs of any number of field audits shall be at the Borrower's sole cost and expense.
- (viii) <u>Taxes</u>. Each Obligor will pay and discharge all taxes, assessments and governmental charges upon it and its income and property as required by law prior to the date on which penalties attach thereto, except such items as are being contested in good faith and by appropriate proceedings and for which adequate reserves have been established in accordance with GAAP.
- (ix) Primary Banking Relationship. From and after November 29, 2016, the Borrower shall maintain all of its deposit accounts with the Bank, and shall deposit all contributions and other receipts into such accounts promptly upon receipt. If the Borrower maintains any merchant payment processing arrangements with one or more credit card processors, it shall instruct such processors to remit all payments collected by them to the Borrower's operating account at the Bank promptly upon receipt. The Borrower (1) shall not establish any deposit account with any financial institution other than the Bank after the Closing Date, (2) shall not maintain any deposit accounts with any financial institutions other than the Bank after November 29, 2016 and (c) shall close all deposit accounts maintained by it with financial institutions other than the Bank, and transfer the credit balances in such deposit accounts to its deposit accounts at the Bank, no later than November 29, 2016.
- (x) <u>Authorization to Debit</u>. The Borrower shall permit the Bank, and it hereby irrevocably authorizes the Bank, to debit any deposit account it maintains with the Bank from time to time for any payments due and owing to the Bank in respect of the

#### Obligations.

- Notice of Other Events. The Borrower shall give the Bank written notice of each of the following promptly (and, in any event, within two (2) days) after the Borrower knows or has reason to know of it: (a) any Default or Event of Default, specifying the nature thereof and any action proposed to be taken in connection therewith, (b) the commencement of, or any material developments in, any action, investigation, suit, proceeding, audit, claim, demand, order or dispute with, by or before any Governmental Authority affecting the Borrower or any Affiliate thereof or any property of the Borrower or any Affiliate thereof that (i) seeks injunctive or similar relief, (ii) in the reasonable judgment of the Borrower exposes the Borrower or any Affiliate thereof to liability in an aggregate amount of \$100,000 or more or (iii) if adversely determined could reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect, (c) the acquisition of any real property or the entering into of any lease of real property or other material lease except in the ordinary course of business of the Borrower consistent with past practice, (d) any change in the Borrower's legal structure, state of registration, place of business or chief executive office, (e) any actual contingent liabilities of the Borrower, and any such contingent liabilities which are reasonably foreseeable, where such liabilities total \$100,000 or more in the aggregate, and (f) prior to making any investment described in Section 20(c)(v).
- (xii) Copies of Notices and Reports. The Borrower shall promptly deliver to the Bank copies of each of the following: (a) all material documents that any Obligor files with any Governmental Authority pursuant to any Requirement of Law or any related rule or regulation, (b) any material communications that any Obligor delivers to or receives from their certified public accountants, and (c) any material notices that any Obligor executes or receives in connection with any material agreement or instrument to which it is a party including, without limitation, any Debt Instrument.
- (xiii) <u>Plans</u>. The Borrower shall promptly notify the Bank in the event the Borrower sponsors, maintains or becomes obligated to make any contribution to any Plan.
- (xiv) <u>Use of Proceeds</u>. The Borrower shall use the proceeds of the Loans solely for the purposes specified in Section 14.
- (c) <u>Negative Covenants</u>. The Borrower shall not, without the prior written consent of the Bank:
  - (i) <u>Debt.</u> Create, incur, assume, or suffer to exist, any Debt, except (A) indebtedness to the Bank, (B) accounts payable to trade creditors for goods or services incurred in the ordinary course of business and paid within the specified time, and (C) indebtedness secured by purchase money security interest in or upon equipment acquired in the ordinary course of business.
  - (ii) <u>Guarantees</u>. Assume, guarantee, endorse or otherwise be or become directly or contingently responsible or liable for the Obligations of any Person or

otherwise assure a creditor against loss, including but not limited to, an agreement to purchase any obligation, stock, assets, goods or services or to supply or advance any funds, assets, goods or services, or an agreement to maintain or cause such Person to maintain a minimum working capital or net worth or otherwise to assure the creditors of any Person against loss, except guaranties by endorsement of negotiable instruments for deposit or collection in the ordinary course of business.

- (iii) <u>Liens</u>. Create, incur, assume, or suffer to exist, any Lien upon or with respect to any of its properties or assets, whether now owned or hereafter acquired, except (A) Liens in favor of the Bank, (B) liens for taxes, assessments or other governmental charges and levies which are being diligently contested in good faith and by appropriate proceedings and (C) purchase money security interests in or upon equipment acquired in the ordinary course of business to secure the purchase price of such equipment.
- (iv) Negative Pledge. Enter into any agreement with any other Person which shall prohibit the Borrower from granting, creating or suffering to exist, or otherwise restrict in any way (whether by covenant, by identifying such event as a default under such agreement or otherwise) the ability of the Borrower to grant, create or suffer to exist any Lien upon or with respect to any of its assets in favor of the Bank.
- (v) <u>Investments</u>. Make any loan or advance to any Person, or purchase or otherwise acquire any capital stock, assets, obligations, or other securities of, make any capital contribution to, or otherwise invest in or acquire any interest in any Person, except investments in certificates of deposit, U.S. Treasury bills and other obligations of the federal government.
- (vi) <u>Sale of Assets</u>. Sell, lease, assign, transfer, or otherwise dispose of, any of its now owned or hereafter acquired assets including, without limitation, receivables and leasehold interests, except in the ordinary course of business of the Borrower's operations and except inventory disposed of in the ordinary course of business and furniture, fixtures and equipment which is no longer used or useful in the Borrower's business.
- (vii) Mergers, Etc. Merge or consolidate with, or sell, assign, lease, or otherwise dispose of (whether in one transaction or in a series of transactions) all or a material portion of its assets (whether now owned or hereafter acquired), to any Person, or acquire all or substantially all of the assets or the business of any Person, or acquire from any Person any asset which will constitute a material portion of the Borrower's assets after giving effect to any such acquisition.
- (viii) <u>Lines of Business</u>. Directly or indirectly engage in any business other than the Campaign.
- (ix) <u>Fiscal Year and Accounting</u>. Change its fiscal year or method of accounting, except as required by GAAP.
  - (x) <u>Transactions With Affiliates</u>. Enter into any transaction, including,

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without limitation, the purchase, sale, or exchange of property or the rendering of any service, with any Affiliate, except in the ordinary course of and pursuant to the reasonable requirements of the Borrower's business and upon fair and reasonable terms no less favorable to the Borrower than the Borrower would obtain in a comparable arm's length transaction with a Person not an Affiliate.

- (xi) <u>Sale and Leaseback Transactions</u>. Engage in any sale and leaseback or similar transaction without the prior written consent of the Bank.
- (xii) <u>Modification/Waiver</u>. Modify any material documents (including its Organizational Documents) or waive any material requirements that would adversely affect the Bank's rights and interests hereunder.
- (xiii) <u>Subsidiaries</u>. Create acquire or suffer to exist any subsidiary without the prior written consent of the Bank, which may be conditioned upon the execution and delivery by such subsidiary of an amendment to one or more Loan Documents, a guarantee of the obligations under this Agreement, a security agreement with respect to such subsidiary's assets, a pledge of some or all of the equity interests in such subsidiary, other documents, certificates and/or instruments and satisfactory results of due diligence with respect to liens, titles and environmental matters relating to such entity and its assets and equity interests, or create or maintain a holding company or inactive subsidiary as passive, non-operating enterprises.
- (xiv) Loans. Make any loan, advance or other extension of credit except for endorsements of negotiable instruments deposited to either of the Borrower's deposit accounts for collection, trade credit in the normal course of business and intercompany loans approved in writing by the Bank.
- (xv) <u>Sale or Transfer of Assets: Suspension of Business Operations</u>. Sell (including as part of a sale-leaseback transaction), convey, assign, lease, transfer, abandon or otherwise dispose of, voluntarily or involuntarily, (i) all or a substantial part of its assets or (ii) any Collateral or any interest therein (whether in one transaction or in a series of transactions) to any other Person other than in the ordinary course of business.

#### 21. Events of Default.

Upon the occurrence of any one or more of the following specified events (each, an "Event of Default"):

- (a) failure on the part of the Borrower to make any payment of principal of or interest on any Loan, or of any fees or other amounts, when due pursuant to this Agreement or any other Loan Document;
- (b) failure on the part of any Obligor to observe or perform any term, covenant or agreement contained in Section 20(b)(xi)(a), 20(b)(xiv) or 20(c);
- (c) failure on the part of any Obligor to observe or perform any other covenant, condition or agreement contained in this Agreement (other than those contained in

- paragraph (a) or (b) of this Section 21) or any other Loan Document which shall remain unremedied for a period of 30 days (or any other grace period therein provided);
- (d) failure on the part of any Obligor to perform (beyond any applicable notice or cure period) any term, condition or covenant of any bond, note, debenture, loan agreement, indenture, guaranty, trust agreement, mortgage or other instrument or agreement evidencing Debt of such Obligor or any of the Borrower's related entities or affiliates in the amount of \$100,000 or more (a "Debt Instrument");
- (e) any event or condition referred to in any Debt Instrument shall occur or fail to occur, so that, as a result thereof, the Debt represented, secured or covered thereby may be declared due and payable prior to the date on which such Debt would otherwise become due and payable;
- (f) any warranty, representation or certification made by any Obligor herein or in any other Loan Document or otherwise in connection with the Obligations or pursuant to the provisions hereof or of any other Loan Document or in any financial statement or certificate furnished pursuant hereto or pursuant to any other Loan Document, proves untrue in any material respect;
- (g) an order for relief under the Federal Bankruptcy Code as now or hereafter in effect shall be entered against any Obligor; or any Obligor shall become insolvent, generally fail to pay its debts thereof as they become due, make an assignment for the benefit of creditors, file a petition in bankruptcy, be adjudicated insolvent or bankrupt, petition or apply to any tribunal for the appointment of a receiver or any trustee for itself or a substantial part of its assets, or commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or there shall have been filed any such petition or application, or any such proceeding shall have been commenced against an Obligor, which remains undismissed and unstayed since initiation for a period of thirty (30) days or more; or an Obligor by any act or omission shall indicate its consent to, approval of or acquiescence in any such petition, application or proceeding to the appointment of a receiver of or any trustee for such Obligor or shall suffer any such receivership or trusteeship to continue undischarged and unstayed since initiation for a period of thirty (30) days or more;
  - (h) any Material Adverse Change shall have occurred;
- (i) the Bank shall fail to have an enforceable first priority perfected security interest in and to the Collateral;
- (j) the enforceability of any Loan Document shall be challenged by any Obligor or any Loan Document shall cease to be in full force and effect;
- (k) a receiver or similar official shall be appointed for a substantial portion of the Borrower's business, or such business shall be terminated;

- (I) any lawsuit or lawsuits shall be filed on behalf of one or more creditors against any Obligor in an aggregate amount of \$100,000 or more in excess of any insurance coverage;
- (m) any judgments or arbitration awards shall be entered against any Obligor, or any Obligor shall enter into any settlement agreement with respect to any litigation or arbitration, in an aggregate amount of \$100,000 or more in excess of any insurance coverage;
- (n) any Governmental Authority shall take any action that is likely to have a Material Adverse Effect; or
- (o) any one or more of the following events shall occur with respect to a Plan of the Borrower subject to Title IV of ERISA, provided such event or events could reasonably be expected, in the judgment of the Bank, to subject the Borrower to any tax, penalty or liability (or any combination of the foregoing) which, in the aggregate, could have a material adverse effect on the financial condition of the Borrower: (a) a reportable event under Section 4043(c) of ERISA with respect to a Plan, (b) any Plan termination (or commencement of proceedings to terminate a Plan) or (c) the full or partial withdrawal from a Plan by the Borrower or any ERISA affiliate;

then, upon the happening of any of the foregoing Events of Default or at any time thereafter so long as any such Event of Default shall be continuing, the Bank, by a notice to the Borrower, may take any one or more of the following actions: (i) terminate the Commitment, whereupon the Commitment shall immediately terminate and/or (ii) declare the outstanding principal amount of the Loans, all interest accrued thereon and all fees and other amounts payable hereunder or under any of the other Loan Documents to be immediately due and payable, whereupon said principal, interest, fees and other amounts shall become immediately due and payable; provided, however, that upon the happening of any event specified in clause (g) above the Commitment shall immediately terminate and the Loans, all interest accrued thereon and all fees and other amounts payable hereunder or under any other Loan Document, shall be immediately due and payable, all without declaration or other notice to the Borrower.

#### 22. Setoff.

The Borrower hereby grants to the Bank a lien, security interest and right of setoff as security for all liabilities and obligations to the Bank, whether now existing or hereafter arising, upon and against all deposits, credits, collateral and property, now or hereafter in the possession, custody, safekeeping or control of the Bank. Upon the occurrence and during the continuance of any Event of Default without demand or notice, the Bank may set off the same or any part thereof and apply the same to any liability or obligation of the Borrower even though unmatured and regardless of the adequacy of any other collateral securing the Obligations. Any and all rights to require the Bank to exercise its rights or remedies with respect to any other collateral which secures the Obligations, prior to exercising its right of setoff with respect to such deposits, credits or other property of the Borrower, are hereby knowingly, voluntarily and irrevocably waived.

#### 23. Assignments and Participations.

- (a) The Bank shall have the right at any time, with the consent of the Borrower (which consent shall not be unreasonably withheld or delayed and shall not be required after the occurrence and during the continuance of an Event of Default), to sell, assign, transfer or negotiate all or any part of the Loans and the Loan Documents or grant participations therein to one or more banks (foreign or domestic, including an affiliate of the Bank), insurance companies or other financial institutions, pension funds or mutual funds. The Borrower agree and consent to the Bank providing financial and other information regarding its business and operations to prospective purchasers or participants and further agrees that to the extent that the Bank should sell, assign, transfer or negotiate all or any part of the Loans, the Bank shall be forever released and discharged from its obligations under the Loan Documents with respect to the portion of the Loans that is sold, assigned, transferred or negotiated. The Bank shall require that such prospective purchaser or participant execute a non-disclosure agreement and keep such financial and other information on a confidential basis. If the Bank sells or transfers an interest in the Loans and the Loan Documents to a participant, the Bank shall maintain control of such sale or transfer and the Borrower shall be required to deal only with the Bank.
- (b) Any purchaser, assignee or transferee shall have the same rights, benefits and obligations under the Loan Documents to the extent of the interest transferred to it as it would have if it were the Bank.

#### 24. Notices.

All notices, requests, reports and other communications pursuant to this Agreement shall be in writing, either by letter (delivered by hand or nationally recognized overnight courier service or commercial messenger service or sent by registered or certified mail, return receipt requested postage and fees prepaid) or telecopy with electronic confirmation of sending, addressed as follows:

#### (a) If to the Borrower:

Friends of Patrick Murphy Inc. 4521 PGA Blvd., Suite 412 Palm Beach Gardens, Florida 33418 Attention: Josh Wolf

Fax No.: 561-206-0507

with a copy, which shall not constitute notice, to:

Perkins Coie LLP 700 Thirteenth Street, N.W. Washington, D.C. 20005-3960 Attention: Graham Wilson Fax No.: (202) 434-1690

#### (b) If to the Bank:

Amalgamated Bank 275 Seventh Avenue New York, New York 10001 Attention: General Counsel Fax No.: (212) 895-4726

with a copy to:

Amalgamated Bank
275 Seventh Avenue
New York, New York 10001
Attention: Molly Culhane
Fax No.: 202-293-9786

with another copy, which shall not constitute notice, to:

Windels Marx Lane & Mittendorf, LLP 156 W. 56<sup>th</sup> Street
New York, New York 10019
Attention: Michael J Clain, Esq.
Fax No.: (212) 262-1215

Any notice, request, demand or other communication hereunder shall be deemed to have been given on: (x) the day on which it is telecopied to such party at his or its telecopier number specified above (provided such notice shall be effective only if followed by one of the other methods of delivery set forth herein) or delivered by receipted hand or such commercial messenger service or nationally recognized overnight courier service to such party at its address specified above, or (y) on the third Business Day after the day mailed in the manner prescribed above, if sent by mail. Any party hereto may change the Person, address or telecopier number to whom or which notices are to be given hereunder, by notice duly given hereunder; provided, however, that any such notice shall be deemed to have been given hereunder only when actually received by the party to which it is addressed.

#### 25. Waiver of Trial by Jury.

THE BORROWER AND THE BANK MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT EXECUTED IN CONNECTION HEREWITH OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR THE BANK TO MAKE THE LOANS.

#### 26. <u>Jurisdiction, Etc.</u>

(a) THE BORROWER HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE

NONEXCLUSIVE JURISDICTION OF ANY NEW YORK STATE COURT OR FEDERAL COURT OF THE UNITED STATES OF AMERICA SITTING IN THE COUNTY, CITY AND STATE OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT TO WHICH IT IS A PARTY, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE BORROWER HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH NEW YORK STATE COURT OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. THE BORROWER AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT THE BANK MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS IN THE COURTS OF ANY JURISDICTION. THE BORROWER FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF ANY COMPLAINT, SUMMONS, NOTICE OR OTHER PROCESS RELATING TO ANY SUCH ACTION OR PROCEEDING BY DELIVERY THEREOF TO IT BY HAND OR BY MAIL IN THE MANNER PROVIDED FOR IN SECTION 24.

(b) THE BORROWER IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS TO WHICH IT IS A PARTY IN ANY NEW YORK STATE OR FEDERAL COURT SITTING IN THE COUNTY, CITY AND STATE OF NEW YORK. THE BORROWER HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

#### 27. Costs; Expenses and Taxes; Indemnification.

(a) The Borrower will, upon demand, pay to the Bank the amount of any and all reasonable expenses, including the reasonable fees and out of pocket disbursements of its counsel and of any experts and agents, which the Bank may incur in connection with (i) the preparation, negotiation and execution of this Agreement and the other Loan Documents and the consummation of the transactions contemplated hereby, (ii) the interpretation of this Agreement or any other Loan Document, (iii) any amendment to this Agreement or any other Loan Document, (v) filing or recording fees incurred with respect to or in connection with this Agreement or any other Loan Document, (vi) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, (vii) the exercise or enforcement of any of the rights of the Bank under this Agreement or any other Loan Document, or (viii) the failure by the Borrower to perform or observe any of the provisions of this Agreement or any other Loan Document. In addition, the Borrower shall pay any and all

stamp and other excise taxes, if any, payable or determined to be payable in connection with the execution and delivery of this Agreement and the other Loan Documents.

- (b) The Borrower agrees to indemnify and hold the Bank, its affiliates and their respective directors, officers, employees and agents harmless from and against, and pay on demand to the Bank or such Persons, any and all loss, liability, reasonable cost and expense (including but not limited to filing fees and reasonable attorneys' fees and expenses in advising. representing or litigating on behalf of the Bank) in connection with any matter relating to this Agreement or any other Loan Document or any actual or proposed use of any proceeds of the Loans, including but not limited to those for (i) any action contemplated or taken, whether or not by litigation, to enforce or collect, to protect rights or interests with respect to, to sell or deliver, or to preserve, any Collateral, Bank's rights or remedies under this Agreement or any other Loan Document or any of the Obligations, including actions by any third party, (ii) compliance with any legal process or any order or directive of any governmental authority with respect to the Borrower, (iii) any litigation, administrative or other proceeding relating to the Borrower and/or (iv) any modification, amendment, waiver or consent with respect to this Agreement, any other Loan Document or any Obligations, unless such loss, liability, cost or expense shall be due to willful misconduct or gross negligence on the part of the Bank or its affiliates and their respective directors, officers, employees and agents as determined by a final judgment of a court of competent jurisdiction. Any such loss, liability, cost or expense shall, from the date incurred, be part of the Obligations. Notwithstanding any other provision contained herein, the Borrower shall have no obligation to indemnify the Bank for any of its overhead costs including costs of in-house counsel.
- (c) To the extent permitted by applicable law, the Borrower shall not assert, and the Borrower hereby waives, any claim against the Bank, its affiliates and their respective directors, officers, employees and agents or any special, indirect, consequential or punitive damages (whether accrued and whether known or suspected to exist in its favor) arising out of, in connection with, or as a result of, this Agreement or any other Loan Document, the transactions contemplated hereby or thereby, or the Loans or the use of the proceeds thereof.
- (d) Notwithstanding anything in this Credit Agreement to the contrary, the provisions of this Section shall survive the termination of this Agreement.

#### 28. Governing Law.

THIS AGREEMENT IS AND SHALL BE DEEMED TO BE A CONTRACT ENTERED INTO PURSUANT TO THE LAWS OF THE STATE OF NEW YORK AND SHALL IN ALL RESPECTS BE GOVERNED, CONSTRUED, APPLIED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OR CHOICE OF LAW THAT WOULD DEFER TO THE SUBSTANTIVE LAWS OF ANY OTHER JURISDICTION.

#### 29. Confidentiality.

The Bank agrees to keep confidential all non-public written information provided to it by the Borrower pursuant to this Agreement; provided that nothing herein shall prevent the

Bank from disclosing any such information (a) to any participant or prospective participant which agrees to comply with the provisions of this Section, (b) any of its employees, directors, agents, attorneys, accountants and other professional advisors who have a need to know such information, (c) upon the request or demand of any Governmental Authority having jurisdiction over it, (d) in response to any order of any court or other Governmental Authority or as may otherwise be required pursuant to any Requirement of Law, (e) if requested or required to do so in connection with any litigation or similar proceeding, (f) which has been publicly disclosed other than in breach of this Section, (g) to any Governmental Authority in connection with any regulatory examination of the Bank or in accordance with the Bank's regulatory compliance policy, or (h) in connection with the exercise of any remedy hereunder or under any other Loan Document.

30. <u>Publicity</u>. After the Closing, the Borrower and the Bank shall agree on any public announcements of the relationship between the Obligors and the Bank, and neither the Obligors nor the Bank shall make any such announcement without the prior written consent of the other.

#### 31. Miscellaneous.

- (a) Neither this Agreement nor any other Loan Document nor any provision hereof or thereof may be modified, amended, changed, waived, discharged or terminated orally, but only by an instrument in writing signed by each party.
- (b) This Agreement may be executed in one or more counterparts each of which shall be an original but all of which when taken together shall constitute one and the same instrument. The failure of any party listed below to execute, acknowledge or join in this Agreement, or any counterpart hereof, shall not relieve the other signatories from the obligations hereunder.
- (c) This Agreement is binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, except that the Borrower may not assign or transfer any of its rights or obligations under any Loan Documents without the prior written consent of the Bank.
- (d) No failure to exercise and no delay in exercising, on the part of the Bank, any right, remedy, power or privilege hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right.
- (e) Nothing in this Agreement or any other Loan Document is intended to or shall be deemed to create any rights or obligations of partnership, joint venture, or similar association among the parties hereto.
- (f) If any term, covenant, provision or condition of this Agreement or any of the other Loan Documents shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such term, covenant, provision or condition.
- (g) The Bank hereby notifies the Borrower that, pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the

"Patriot Act"), it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow the Bank to identify the Borrower in accordance with the Patriot Act. The Borrower shall, promptly following a request by the Bank, provide all documentation and other information that the Bank requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Act.

- (h) Electronic Execution of Agreements and Certain Other Documents. The words "execution," "signed," "signature," and words of like import in any assignment of this Agreement or any other Loan Document or in any amendment or other modification hereof or thereof (including waivers and consents) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.
- (i) Pledge to a Federal Reserve Bank. The Bank may at any time pledge all or any portion of its rights under the Loan Documents including any portion of the Notes to any of the twelve (12) Federal Reserve Banks organized under Section 4 of the Federal Reserve Act, 12 U.S.C. Section 341. No such pledge or enforcement thereof shall release the Bank from its obligations under of any of the Loan Documents.

[Remainder of this page is intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

	_	_	_		-	_	
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$n\mathbf{U}$		"	v	**	т,	r	

Title:

FRIENDS OF PATRICK MURPLEY INC.  By: A A A A A A A A A A A A A A A A A A A
Name: Josh Wolf Title:
BANK:
AMALGAMATED BANK
By:
Name:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

#### **BORROWER:**

CD	IENDS		ATDICK.	MURPHY INC.
rĸ	IENDS	C)I, F	AIKILA	WILLIKPHY INC.

By: \_\_\_\_\_\_
Name: Josh Wolf
Title:

#### **BANK:**

**AMALGAMATED BANK** 

Name: Sam-D. Brown

Title: Executive Vice President

#### Schedule 1

#### Disclosure Schedule

 Section 19(h):
 Section 19(x): None

No exceptions

#### Exhibit A

#### FORM OF PROMISSORY NOTE

\$1,000,000

New York, New York October 25, 2016

FOR VALUE RECEIVED, the undersigned, FRIENDS OF PATRICK MURPHY INC., a not-for-profit corporation organized under the laws of the State of Florida, having an office at 4521 PGA Blvd., Suite 412, Palm Beach Gardens, Florida 33418 (the "Borrower") hereby promises to pay to the order of AMALGAMATED BANK (the "Bank"), having an office at 275 Seventh Avenue, New York, New York 10001 (or such other place designated by the holder of this Note in writing), the principal sum of ONE MILLION AND 00/100 DOLLARS (\$1,000,000), in installments payable on the dates and in the amounts specified in the Credit Agreement referred to below. The Borrower further promises to pay interest on the unpaid principal balance of this Note, at the office of the Bank specified above, for the period commencing on the initial borrowing date of the Loans evidenced hereby until the Loans are paid in full in cash, at the rates per annum and on the dates specified in the Credit Agreement referred to below. All payments of principal and interest shall be made in lawful money of the United States of America and in immediately available funds.

This Note is the Note referred to in the Credit Agreement dated as of October 25, 2016 (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement") among the Borrower and the Bank. This Note is secured by the collateral referred to in the Credit Agreement and the Security Documents and evidences the Loans made by the Bank to the Borrower thereunder. Capitalized terms used in this Note and not otherwise defined herein have the respective meanings ascribed to them in the Credit Agreement.

Upon the occurrence and during the continuance of an Event of Default under the Credit Agreement, the principal amount hereof and accrued interest hereon shall become, or may be declared to be, forthwith due and payable in the manner, upon the conditions and with the effect provided in the Credit Agreement. The Borrower may at their option prepay all or any part of the principal of this Note before maturity upon the terms provided in the Credit Agreement.

Except as specifically otherwise provided in the Credit Agreement, the Borrower hereby waives presentment, demand, notice of dishonor, protest, notice of protest and all other demands, protests and notices in connection with the execution, delivery, performance, collection and enforcement of this Note.

[11268544:3]

This Note may only be amended by an instrument in writing executed pursuant to the provisions of the Credit Agreement.

THIS NOTE IS AND SHALL BE DEEMED TO BE A CONTRACT ENTERED INTO PURSUANT TO THE LAWS OF THE STATE OF NEW YORK AND SHALL IN ALL RESPECTS BE GOVERNED, CONSTRUED, APPLIED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OR CHOICE OF LAW THAT WOULD DEFER TO THE SUBSTANTIVE LAWS OF ANY OTHER JURISDICTION.

#### FRIENDS OF PATRICK MURPHY INC.

By:		
Name:	•	
Title:		

#### Exhibit B

#### RESERVED

{11268544:3}

#### Exhibit C

#### FORM OF NOTICE OF BORROWING

, 201

275 S	eventh	d Bank Avenue, 14th Floor Iew York 10001
Ladies	s and G	entlemen:
Patric " <u>Bank</u>	ed or o k Muŋ <u>'</u> "). All	ence is made to the Credit Agreement, dated as of October 25, 2016 (as amended, therwise modified from time to time, the "Credit Agreement"), between Friends of phy Inc., as borrower (the "Borrower") and Amalgamated Bank, as lender (the capitalized terms that are defined in the Credit Agreement and are not otherwise n have the respective meanings ascribed thereto in the Credit Agreement
below Agree	the in	ereby request a Loan under the Credit Agreement and in that connection set forth formation relating to such Loan (the "Proposed Loan") as required by the Credit
	(i)	The Borrowing Date of the Proposed Loan is,201'
	(ii)	The amount of the Proposed Loan is \$
	(iii)	The Proposed Loan is comprised of
	(iv)	The initial Interest Period of the Proposed Loan shall be4
	(v)	The proceeds of the Proposed Loan are to be disbursed as follows:
	<del></del>	
<sup>1</sup> Must	be a Bus	iness Day.
<sup>2</sup> Must Comm	be \$ nitment	or any higher amount that is an integral multiple of \$ (or the balance of the Available
<sup>3</sup> Speci the Ba		Rate Loans or LIBOR Loans. LIBOR Loans are not available without the prior written consent of
		Period of one, two, three or six months, ending no later than the Drawdown Period Termination Date LIBOR Loans only).

The undersigned hereby certifies that the following statements are true on the date hereof, and will be true on the date of the Proposed Loan after giving effect to the Proposed Loan:

- (a) the aggregate outstanding principal amount of the Loans does not and, after giving effect to the Proposed Loan, will not exceed the Commitment;
- (b) no Default or an Event of Default has occurred and is continuing or would occur after giving effect to the Proposed Loan;
- (c) the representations and warranties made in the Credit Agreement are true and correct in all material respects, both before and after giving effect to the Proposed Loan and the application of the proceeds thereof, as though made on and as of the date of such Proposed Loan, except to the extent that such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall have been true and accurate on and as of such earlier date);
- (d) all approvals and consents of all Persons required to be obtained in connection with the consummation of the transactions contemplated by the Loan Documents and the making of the Proposed Loan have been obtained and are in full force and effect;
- (e) no Material Adverse Change has occurred since September 30, 2016; and
- (f) all conditions precedent to the Proposed Loan specified in the Credit Agreement have been satisfied.

[Signature on following page]

#### [Signature page to Notice of Borrowing]

Very truly yours,

FRIENDS OF PATRICK MURPHY INC.

Ву:	
Name:	•
Title:	

{11268544:3}

#### Exhibit D

#### FORM OF NOTICE OF CONVERSION OR CONTINUATION

		, 201
275 S	gamated Bank Seventh Avenue, 14th Floor York, New York 10001	
Ladie	es and Gentlemen:	
Patric	ed or otherwise modified fi ck Murphy Inc., as borrow <u>k"</u> ). All capitalized terms t	Credit Agreement, dated as of October 25, 2016 (as amended, rom time to time, the "Credit Agreement"), between Friends of ver (the "Borrower") and Amalgamated Bank, as lender (the nat are defined in the Credit Agreement and are not otherwise e meanings ascribed thereto in the Credit Agreement
	v [be converted into the Res v] [be continued as Loans	ant to the Credit Agreement that the Designated Loans specified sulting Loans specified below on the Conversion Date specified of the same Type for the additional Interest Period specified
A.	Designated Loans <sup>5</sup> :	•
	Type:	<del></del>
	Last day of Current Interest Period:	6
	Principal Amount:	<b>\$</b>
[B.	Resulting Loans <sup>7</sup> :	
	Туре:	
	Initial Interest Period:	8°
Loan.	Designated Loans are of more the Loans may not be converted into tooly if Designated Loans are L.	an one Type, provide the requested information for each Type of Designated to LIBOR Loans without the prior written consent of the Bank.

<sup>&</sup>lt;sup>7</sup> If the Resulting Loans are of more than one Type, provide the requested information for each Type of Resulting

<sup>&</sup>lt;sup>8</sup> Insert Interest Period of one, two or three months ending no later than the Drawdown Period Termination Date (applicable to LIBOR Loans only).

	Principal Amount:	\$j?
C.	Date of Requested Conversion/Continuation:	10
[D.	Additional Interest Period:	J
		Very truly yours,
		FRIENDS OF PATRICK MURPHY INC
		By:
		Title:

<sup>&</sup>lt;sup>9</sup> Complete only if applicable.

<sup>&</sup>lt;sup>10</sup> Must be a Business Day and, if the Designated Loans are LIBOR Loans, must be the last day of the Interest Period applicable thereto.

# Faxed or Hand Delivered

201612130200772680

DANA K. MACCALLUM SUPERINTENDENT

HART SENATE OFFICE BUILDING SUITE 232

### United States Senate

OFFICE OF THE SECRETARY

OFFICE-OF PUBLIC RECORDS

Washingtion, DC 20510-7116 Phone(202) 224-0322

THE PRECEDING DOCUMENT WAS:

USPS FIRST CLASS MA	AIL			
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SEN PATCH

#### EXHIBIT B

## RECEIVED SECRETRAGEOF THE SENTSTE PUBLIC RECORDS

#### **48 HOUR NOTICE OF CONTRIBUTIONS/LOANS RECEIVED**

ADDRESS (number and strest) 4521 PGA Blvd.	9412		
CITY, STATE, and ZIP CODE			
Palm Beach Gardens, FL 33418	10.005.00.00.00.00.00.00.00.00.00.00.00.0		
Z. NAME OF. CANDIDATE	3. OFFICE SOUGHT (State and District)	4. FEC IDENTIFICAT	TION NUMBER
Murphy, Patrick , E., ,	Senate FL	C00493825	<del></del>
5. IS THIS AN AMENDMENT? NO. THIS	B IB A NEW FILING YES, IT AMENDS THE	NOTICE FILED ON	<del></del>
full name, mailing address and zip code	Name of Employer None	Date (month, day, year)	Amount
Amadon, Greg, , , 2218 Broadway E	Transaction ID: VPT6TKR88R1	10/26/2016	s1,000.00
Seattle MA 98102-4136	None		
full name, mailing adoress and zip code	Name of Employer	Oste (month, day, year)	Amount
	Self Employed	239, 923,	
Armstrong, Morgan, 3751 Solana Rd	Transaction ID: ver6Tkka985		\$2,700.00
Miami FL 33133-6144	Occupation Trainer	10/26/2016	,
			·
full name, Mailing Address and zip code	Name of Employer Rubenstein Law. P.A.	Cate (month, day, year)	Amount
Armstrong, Nicole, 3751 Solana Rd	Transaction ID: VPF6TKKA8C4 Occupation	10/26/2016	\$2,700.00
Miami FL 33133-6144	COO/Attorney		
Full name, Mailing Address and 219 code	Name of Employer	Date (month, day, year)	Amount
	Heather Fodesta + Pertners		
Bailey, Stephen, R, 2265 Brimstone Pl	Transaction ID: VPF6FKKJ0G2	10/26/2016	\$1,000.00
Hanover MD 21076-1871	Occupation Lobbyist	10/20/2010	
full name, mailing address and zip code	Name of Employer	Date (month, day, year)	Amount
:	Not Employed	00), 900,	
Belzer, Alan, 1 5Th Ave	Transaction ID: vpr61xxx963		44 444 7
Apt 20C .	Occupation	10/27/2016	\$1,040.30
New York NY 10003-4340	Retired		
GIGNATURE (optional)	DATE	For further information or	
Br J.	ما·خ·ها	Federal Election Commis 899 E Street, NW, Wash Toti Free 600-424-6530,	ssion ington, DC 20463

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**(1** 

PAGE 2 PUBLIC HECORD

## 48 HOUR NOTICE OF CONTRIBUTIONS/LOANS RECEIVED

To be used to report all contributions (including ton 1. NAME OF COMMITTEE IN FULL Friends of Patrick Hurphy	ns) of \$1000 or more, received within 20 days of	the election.	
ADDRESS (number and street) 4521 PGA Blvd.	#417		
CITY: STATE, and ZIP CODE	H-175	<b></b> }	
Palm Beach Gardens, FL 33418		continuation	page
2. NAME OF CANDIDATE	3. OFFICE SOUGHT (State and Obstict)	4. FEC IDENTIFICA	TION NUMBER
Murphy, Patrick , E., ,	Senate FL	C00493825	<u> </u>
5. IS THIS AN AMENDMENT?	IS A NEW FILING YES, IT AMENDS TH	E NOTICE FILED ON	·
Pull, name, mailing address and zip code	Name of Employer Berger Singerman LLP	Cate (month, day, year)	Amount
Berger, Sharon, 350 E Las Olas Blvd Ste 1000 Fort Lauderdale FL 33301-4215	Transaction ID: VPF6TRI03004	10/27/2016	\$2,700.00
	Attorney		
Full name, mailing address and zip code .	Name of Employer Not Employed	Date (month, day, year)	· Amount
Berkson, Steven, , 185 Heathcote Rd Scarsdale NY 10583-4510	Transaction ID: vpr67kkykv4 Occupation Not Employed	10/27/2016	92,500.00
FULL NAME, MAILING ADDRESS AND 21P CODE	Name of Employer Squire Patton Bogga	Date (month, day, year)	Amount
Breaux, John, B, · Jr 2550 M St NW Washington DC 20037-1309	Transaction ID: vpr6TKK93Q3 Occupation Senior Counsel	10/26/2016	\$1,000-00
FULL NAME, MAILING ADDRESS AND ZIP CODE	Name of Employer Microsoft Research	Date (month, day, year)	Amount
Carroll, Gabriel, 619 Missouri St San Francisco CA 94107-2838	Transaction ID: vpr6TKK82K3 Decupation Economist	10/26/2016	\$1,000.00
full name, mailing address and zip code	Name of Employer . Self-Employed	Date (month, day, year)	Amount
Carville, James, , , 424 \$ Washington St Alexandria VA 22314-4100	Transaction ID: vprerxxxxxx4 Occupation Consultant	10/27/2016	\$2,700.00
SIGNATURE (optional)	DATE /0 -28 - /6	For further information co Federal Election Commis 998 E Street, NW, Wash Toll Free 800-424-9530,	zion ngion, OC 20463
bo sold er use	on copied from reports and eleterronts flod under the Fedi d by any person for the purpose of soliciting contributions name and address of any political committee to apilot co	or for commental purposes of	miner FEC FORIVI 6

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CJ.

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16 OCT 31 AM 9:53

## 48 HOUR NOTICE OF CONTRIBUTIONS/LOANS RECEIVED

1. NAME OF COMMITTEE IN FULL Friends of Patrick Murphy	ing of Grove of more, received main 20 abya Gr	and decolors.	
AODRESS (number and street) 4521 PGA Blvd.	A412		
CITY, STATE, and ZIP CODE	8417	<del> </del>	
Palm Beach Gardens, FL 33418		continuation	page
2. NAME OF CANDIDATE	3. OFFICE SOUGHT (State and District)	4. FEC IDENTIFICATION NUMBER	
Murphy, Fatrick , E., ,	Senate FL	C00493825	
5. 19 THIS AN AMENDMENT?	IS A NEW FILING YES, IT AMENDS THE	NOTICE FILED ON	
FULL NAME, MAILING ADDRESS AND ZIP CODE	Name of Employer	. Caté (month.	Amount
•	Wells Fargo	day, year)	
Eskied, Richard, . 104 Lynnwood Blvd	Transaction ID; verezrogewe		
Nashville TN 37205-2904	Occupation	10/27/2016	\$1,000.00
	Investment Banker		
Full Name, Mailing address and ZIP Code	Name of Employer	Date (month, day, year)	Amount
	Motley Rice	uay, year,	
Fitzpatrick, Fidelma,	Transaction ID: vpc67kk9223	1	
66 Lincoln Pkwy  Buffalo NY 14222-1012	Occupation	10/26/2015	\$2,700.00
	Lawyer		
FULL NAME, MAILING ADDRESS AND ZIP CODE	Name of Employer	Oute (month,	Amount
	Fix Music	day, year)	
Fix, Harold, , , 1224 W Riverside Ave	Transaction ID: vpF6TKK86F6		
Apt 205	Occupation	10/26/2016	\$1,000.00
Spokene WA 99201~1115	Musician Teacher		
Full name, Majling Address and ZIP Code	Name of Employer -	Date (month, dsy, year)	Amount
	forbes Tate, LLC	day, year)	
Forbes, Jeffrey,	Transaction ID: VPF6TKK98F4		
116 Grafton St Chevy Chase MD 20815-3426	Occupation	10/26/2016	\$1,200.00
Chevy Chase MD 20013-3426	Lobbyist		
full name, nailing address and zip code	Name of Employer	Date (month,	Amount
	Pinnacle Housing	day, year)	
Friedmen, Mitchell, M., 14105 SW 72Nd Ct	Transaction ID: งคระเพญะพร		\$1,000.00
Palmetto Bay FL 33158-1264	Occupation	10/27/2016	V1, VV
• 1	Vice President	1	
SIGNATURE (optional)	DATE	For further information of	
Jan 2	10.28.16	Federal Election Commis 988 E Syect; NW, Washi Toli Free 600-424-9530, (	ngton, DC 20483
Any Information	on copied from reports and statements filed under the Fede and by any person for the purpose of soliciting contributions	vel Election Campaign Act m	ney not FEC FORM 6
then using the	e name and address of any political committee to solicit con		
FE1AN053			

### RECEIVED PAGEARY OF THE SENATE 16 OCT 31 AM 9:53

## 48 HOUR NOTICE OF CONTRIBUTIONS/LOANS RECEIVED

I. NAME OF COMMITTEE IN FULL Friends of Patrick Murphy		$\neg$	
ADDRESS (number and street) 4521 PGA Blvd	. \$412		
CITY, STATE, and ZIP CODE		continuation	nane
Palm Beach Gardens, FL 33418 2. NAME OF CANDIDATE	In order could be the control of		
Murphy, Patrick , E., ,	3. OFFICE SOUGHT (State and District) Senate FL	4. FEC IDENTIFICAT	UON NUMBER
	Senace 20	C00483952	
S. 18 THIS AN AMENDMENT?	S IS A NEW FILING YES, IT AMENOS THE	NOTICE FILED ON	<del></del>
full name, wailing address and 219 code	Name of Employer	Date (month,	Amount
	E & G Group	day; year)	
Gallagher, Thomas, ,	1.	}	
1651 Old Headow Rd	Transaction ID: VPF6IKK72#8	<b>_</b> ]	\$2,000.00
Ste 305  McLean VA 22102-4308	Occupation	10/26/2016	75,000.00
	Affordable Housing Development		
FULL NAME, MAILING ADDRESS AND ZIP CODE	Name of Employer	Date (month,	Amount
	Herman, Herman & Katz, LLC	day, year)	J. 1110 2111
Herman, Stephen, J,	Transaction (D: vpr6tmg952	1	
820 Okeefe Ave New Orleans LA 70113-1125	Occupation	10/27/2016	\$1,000.00
	Attorney		
full name, Mailing address and 219 code	Name of Employer	Date (month,	Amount
A DOCUMENT SAISING MODIFIED MADE	The Alpine Group	day, year)	Minodut
•			
Hogan, Joseph, M,	Transaction ID: VP967rx9478		
4648 24Th St N Arlington VA 22207-3511	Occupation	10/26/2016	\$1,000.00
	Consultant	1	
Full name, mailing adoress and zip code	Name of Employer	Date (manth,	Amount
, der hans, manne homined and mis of the	Retired	day, year)	
		1 1	
Kornfeld, Louise,	Transaction ID: vertrikast4	]	
719 N Ocean Blvd Delray Beach FL 33483-7215	Occupation	10/26/2016	\$2,700.00
Dellay Beach to 33103-1213	Retired		
full name, mailing address and zip code	Name of Employer	Cale (month, day, year)	Amount
	Waters, Kraus & Paul		
Kraus, Peter, A., ,	Tananadian III. umata matus	1	
4906 Shadywood Ln	Transaction ID: VPF6TKK91N9 Occupation	10/26/2016	\$2,700.00
Dallas TX 75209-2024	Attorney		
	<u> </u>		
SIGNATURE (optional)	DATE	For further information co	
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## 48 HOUR NOTICE OF CONTRIBUTIONS/LOANS RECEIVED

1. NAME OF COMMITTEE IN FULL Priends of Patrick Murphy			
ADDRESS (number and street) 4521 PGA Blvd.			
CITY, STATE, and ZIP CODE	9412		
Palm Beach Gardens, FL 33418		continuation	page
2. NAME OF CANDIDATE	3. OFFICE SOUGHT (State and District)	4. FEC IDENTIFICA	TONAMED
Murphy, Patrick , E., ,	of all large and should		
S. IS THIS AN AMENDMENT? NO. THIS	S IS A NEW FILING YES, IT AMENDS THE	NOTICE FILED ON	
FULL NAME, MAILING ADDRESS AND ZIP CODE	Name of Employer	Date (month,	Amount
	Van Ness Feldman PC	day, year)	
Moffatt, James, , ,	Transaction ID: vprstkkalvs	1 1	
12705 Watertown Ct	Occupation	10/25/2016	\$1,000.00
Potomac MD 20854-1098	Attorney		
full name, mailing address and zip code	Name of Employer	Date (mointh, day, year)	Amount ·
Murphy Victory Fund		-	
1050 17Th St NW Ste 590	Transaction ID: VPF6TKMXC35	- , , , , , , , , , ,	\$25,000.00
Washington DC 20036-5592	Occupation	10/27/2016	V==V00000
•			
Full name, mailing address and ZIP CODE	Name of Employer Barzee Flores	Date (month, day, year)	Amount
	Ballet Flores		
Barzee, William, R.	  Transaction ID: ver67x×76rs		
608 Majorca Ave Coral Gables FL 33134-3753	Occupation 15. Attendants	10/27/2016	\$1,000.00
20111 200140 11 20121-2132	Attorney		
full name, mailing address and ZIP code	Name of Employer	Date (month, day, year)	Amount
	1	40,,,-2.,	
Desiderio, Piero, 3025 NE 21St St	Transaction ID: veretion 7624	1	
Ft Lauderdale FL 33305-1809	Occupation	10/27/2016	\$1,000.00
	<b>\</b>		
FULL NAME, MAILING ADDRESS AND ZIP CODE	Name of Employer	Date (month,	Amount
	Self	day, year)	
DeVit, Myra, , ,	Transaction ID: vprexxx75v7		
10710 Stroup Rd Roswell GA 30075-2214	Occupation	10/27/2016	\$2,300.00
NOS-011 ON 500-5-2211,	Consultant		
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#### **48 HOUR NOTICE OF CONTRIBUTIONS/LOANS RECEIVED**

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To be used to report all contributions (including load	ns) of \$1000 or more, received within 20 days of t	he election.	
1. NAME OF COMMITTEE IN FULL Friends of Patrick Murphy			
ADDRESS (number and about) 4521 PGA Blvd.			
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Palm Beach Gardens, FL 33418	•	continuation	page
2. NAME OF CANDIDATE	(a) OFFICE SOUGHT (State and Diagram)	4. FEC IDENTIFICA	TION NI IMBED
Muzphy, Patrick , E., ,	Senate FL	C00493825	
Z IA TO HA AM AMERICAN	IS A NEW FILING YES, IT AMENOS THE	NOTICE SILED ON	
FULL NAME, MAILING ADDRESS AND ZIP CODE	Name of Employer	Date (month,	
Post invari mainud apparess van en fonc	Devit Consulting Inc.	day, year)	Amount
Devit, Ted. , , 10710 Stroup Rd	Transaction ID: งอรธราชเ7629		45 555 55
Roswell GA 30075-2214	Ocenbagou	10/27/2016	\$2,700.QO
	Consultant		
FULL NAME, MAILING ADDRESS AND ZIP CODE	Name of Employer	Date (month,	Amount
	Stearns Weaver Miller Weissler Alhadef	day, year)	
Dillworth, Drew, M,	Transaction ID: vpF6TKV76c2		
10831 NE 8Th Ct Biscayne Park FL 33161-7219	Occupation VPF 61 RF 75C2	10/27/2016	\$1,000.00
procedure ton 20101-1913	Lawyer		
full name, mailing address and ZIP Code	Name of Employer	Date (month,	Amount
	TWS Pabricators Inc	dey, year)	
Gelthas, Thomas, . 3535 SW 50Th Ave .	Transaction ID: vpr61xN75Y1	1,0,07,001,5	\$1,000.00
Davie FL 33314-2107	Occupation Vice President	10/27/2016	
FULL NAME, MAILING ADDRESS AND ZIP CODE	Name of Employer	. Date (month,	Amount
Lorr showed whitelog Manifold Min St. AAAC	Italino or Pilibio) at	day, year)	Politicality
Glass, Mary, ,	Transaction ID: VPF67047579		
3480 Derby Ln Weston FL 33331-3509	Occupation	10/27/2016	\$2,000.00
FULL NAME, MAILING ADDRESS AND ZIP CODE	Name of Employer	Date (menth,	Amount
	Creative Artists Agency	day, year)	
Huvane, Kevin, , ,			
16030 Ventura Blvd 240	Transaction ID: VFF6TRV75X3	10/27/2016	\$2,700.00
Bacino CA 91436-2731	Managing Partner		
BIGNATURE (optionally	DATE	For further information of	ontant:
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## 48 HOUR NOTICE OF CONTRIBUTIONS/LOANS RECEIVED

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Palm Beach Gardens, FL 33418		continuation	page
2. NAME OF CANDIDATE	3. OFFICE SOUGHT (State and Obtato)	4. FEC IDENTIFICAT	NON NUMBER
Murphy, Patrick , E., ,	Senate FL	C00493825	
6. IS THIS AN AMENDMENT?	IS A NEW FILING YES, IT AMENDS THE	NOTICE FILED ON	
full name, mailing address and zip code	Name of Employer Sel F	Cata (month, day, year)	Amount
Jones, Rhett, L., 550 Riviere Rd Palm Harbor FL 34683-5172	Transaction ID: vpf61KN76H1. Occupation Attorney	10/27/2016	\$2,700.00
FULL NAME, MAILING ADDRESS AND ZIP CODE	Name of Employer Lauder Partners, LLC	Date (month, day, year)	Amount
Lauder, Gary, M., 88 Mercedes Ln Atherton CA 94027-4036	Transaction (D: vpr6TKN7698 Occupation Venture Capitalist	10/27/2016	\$1,900.00
FULL NAME, MAILING ADDRESS AND ZIP CODE	Name of Employer	Date (month, day, year)	Amount .
Pinnacle Housing Group LLC 9400 S Dedelend Blvd Ste 100 Miami FL 33155-2811	Transaction ID: vpr6TXN7717 Gecupation	10/27/2016	\$1,000.00
full name, mailing address and 21P code	Name of Employer Kascor Group	Date (month, day, year)	Amount
Popat, Hasmit, , , 110 Washington Ave Apt 1401 Miami Beach FL 33139-7223	Transaction ID: V&F6TRN76R6 Occupation Founder	10/27/2016	\$2,700.00
FULL NAME, MAILING ADDRESS AND ZIP CODE	Name of Employer Stearns, Weaver	Date (month, day, year)	Amount
Sitterson, Curtis, 612 Hampton Lo Key Biscayne FL 33149-2017	Transaction ID: vpr6TXN7648 Occupation Attorney	10/27/2016	\$1,000.00
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## 48 HOUR NOTICE OF CONTRIBUTIONS/LOANS RECEIVED

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Senate FL  JNG YES, IT AMENDS THE  PEmployer  Employed  action ID: vpr6TKN76N3  Idon  Icial Advisor  I Employer  action ID: vpr6TKN76K7	4. FEC IDENTIFICAT C00493825 ENOTICE FILED ON Date (month, day, year) 10/27/2016	Amount \$1,000:.00
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	10/26/2016	\$1,000.00
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#### **48 HOUR NOTICE OF CONTRIBUTIONS/LOANS RECEIVED**

To be used to report all contributions (including for	ens) of \$1000 or more, received within 20 days of I	he election.	•
1. NAME OF COMMITTEE IN FULL Friends of Patrick Murphy			
ACCIRESS (number and street) 4521 PGA Blvd.	#412		
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2. NAME OF CANDIDATE	S. OFFICE SOUGHT (State and District) Senate FL	4. FECTOENTIFICA	TON NUMBER
Murphy, Patrick , E., ,	lacitate sp	C00493825	
	BIS A NEW FILING YES, IT AMENDS THE	NOTICE FILED ON	
full name, mailing address and zip code	Name of Employer Pricaker Group	Date (month, day, year)	Amount
Pritzker, Jay, Robert,			
111 S Wacker Dr Ste 4000	Transaction ID: vpr61KKYPY4	10/27/2016	\$2,700.00
Chicago IL 60606-4309	Occupation Managing Partner	10/2//2016	
FULL NAME, MAILING ADDRESS AND 22P CODE	Name of Employer	Cate (month,	Amount
•	Ltp Management	day, year)	
Regnier, Champ, 981 Witcman Dr	Transaction ID: VPF6TKKERA2		\$1,500.00
Fort Myers FL 33919-6030	Occupation	10/56/5016	\$1,500.00
	Vp. Marketing		
FULL NAME, MAILING ADDRESS AND ZIP CODE	Name of Employer	Date (month, day, year)	Amount
Richman, Rica, , ,			
1299 N Tamiami Trl Apt 727	Transaction ID: VPF6TKKJB40 Occupation	10/25/2015	\$2,500.00
Sarasota FL 34236-2469			
FULL NAME, MAILING ADDRESS AND ZIP CODE	Name of Employer	Date (month,	Amount
	1000 Friends Of Florida	day, year)	
Ross, Jaimie, A, 1404 Alban Ave	Transaction ID: vpr6tkka2kg .		41 000 00
Tallahassee FL 32301-5702	Occupation	10/26/2016	\$1,000.00
	Lawyez		
FULL NAME, MAILING ADDRESS AND ZIP CODE	Name of Employer	Date (month,	Amount
	Salazar Jackson LLP	day, year)	
Salazar, Luis, E.	Tabablas ID: wastawayaya	1.	
232 SW 24Th Rd Mlami FL 33129	Transaction ID: vpr6zkkxzn3	10/27/2016	\$1,000.00
wrong in 22152	Attorney		
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	ed by any person for the purpose of soliciting contributions o I name and address of any political committee to solicit con		
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## 48 HOUR NOTICE OF CONTRIBUTIONS/LOANS RECEIVED

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1. NAME OF COMMITTEE IN FULL Friends of Patrick Murphy	ay or other a more, received whom 20 days ar	DIS ESCHOTI.	
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CITY, STATE, and ZIP CODE		continuation	
Palm Beach Gardens, FL 33418	· · · · · · · · · · · · · · · · · · ·	L	
Z. NAME OF CANDIDATE	3. OFFICE SOUGHT (State and District)	4. FEC IDENTIFICAT	TON NUMBER
Murphy, Patrick , E., ,	Senate FL	C00493825	
5. IS THIS AN AMENDMENT?	IS A NEW FILING YES, IT AMENOS TH	E NOTICE FILED ON	
full name, mailing address and ZIP code	Name of Employer	Date (month,	Amount
	High Field MRI Of Miami Dade	day, year)	
Santiago, Janice,		1	
1670 Lincoln Ct	Transaction ID: VPF6TKK4R1		*/
Apt 4E	Occupation	10/27/2016	\$2,700:00
Miami Beach FL 33139-3264	Marketing		
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SCHUMER COMMITTEE FOR THE MAJORITY		1	
120 Maryland Ave NE	Transaction ID: vpr6TKHQ9P9		\$50,000.00
Washington DC 20002-5610	Occupation	10/27/2016	730,000.00
FULL NAME, MAILING ADDRESS AND ZIP CODE	Name of Employer	Date (month,	Amount
	Owl Creek Asset Management	day, year)	
		1	
Altman, Jeffrey, 640 STh Ave	Transaction ID: VPF6TR8425		
F1 20	Occupation	10/27/2016	\$1,363.63
New York NY 10019-6102	Finance	J	
full name, mailing address and zip code	Name of Employer	Date (month,	Amount
	Not Employed	dsy, year)	
041 \$1	1		•
Bélzer, Alan, 1 STh Ave	Transaction IO: VPF6TKN85H7	1. 1	
Apt 20C	Occupation	10/27/2016	\$1,792.31
New York MY 10003-4340	Retired		
	}		
FULL NAME, MAILING ADDRESS AND ZIP CODE	Hame of Employer	Dale (month,	Amount
•		đay, year)	
BGR PAC			
501 13Th St NW .	Transaction ID: VPF6T10185#4		
eleventh floor south	Occupation	10/27/2016	\$1,000.00
washington DC 20005-3807	<b>;</b> • • • • • • • • • • • • • • • • • • •	.	
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## 48 HOUR NOTICE OF CONTRIBUTIONS/LOANS RECEIVED

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Palm Beach Gardens, FL 33418		continuation	
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Murphy, Patrick, E.,	6enate FL	C00493825	
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fffron, Bleir,			
39 E 79Th St	Transaction ID: vereticusses		2.00
F1 0	Occupation	10/27/2016	\$500.00
New York NY 10075-0240	Partner		
		. L i _	
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F1 8	· Occupation	10/27/2016	8500.00
New York NY 10075-0240	Partner	1	
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	None	day, year)	
Endhame Maru Bon			
Fribourg, Mary Ann, 720 Park Ave	Transaction ID: VPF6TKN84X4		AA A41 A
# 11B	Occupation	10/27/2016	\$1,041.67
New York NY 10021-4954	Retired		
			Amount
full name, mailing address and zip code	Name of Employer	Date (month, " day, year)	Amount
	Continental Grain Company	1 " 1	
Fribourg, Paul,		1	
767 5th Ave	Transaction ID: VPF671018432	10/22/2026	\$1,041.67
F1 15 New York NY 10153-0015	Occupation Chairman & CEO	10/27/2016	•
	Challman & Cro		
	W	Date (month,	Amount
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	Self-Employed		
Goldsmith, Karen, Mack,			
400 N Roxbury Dr	Transaction ID: VPF6TM84P4	10/27/2016	\$2,700.00
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## 48 HOUR NOTICE OF CONTRIBUTIONS/LOANS RECEIVED

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Palm Beach Gardens, FL 33418		continuation	page
2. NAME OF CANDIDATE Furphy, Patrick , 2., ,	3. OFFICE SOUGHT (State and District) Senate FL	4. FEC IDENTIFICA C00493825	TION NUMBER
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full name, mailing address and zip code	Name of Employer City National Bank	Date (month, day, year)	Amount
Goldsmith, Russell, 400 F Roxbury Dr Beverly Hilla CA 90210-5021	Transaction ID: VPF57KN84Q1 Occupation Executive	10/27/2016	\$2,700.00
Full name, mailing address and zip code	Name of Employer	Date (month, day, year)	Amount
Katz, Curtis, , 300 SE STA Ave Apt 7150 Boca Raton FL 33432-SS02	Transaction ID: vpr61KH85JS Occupation Retired	10/27/2016	\$2,142.8 <sup>°</sup> 6
full name, mailing address and zip code	Mame of Employer Assael, Inc.	Date (month, day, year)	Amount
Lang-Assael, Christina, 4449 Route 44 Millbrook NY 12545~4906	Transaction ID: vpretkieets Occupation Chairman	10/27/2016	<b>\$1,785.7</b> 1
full name, mailing address and zip code	Name of Employer Lightstone Group	Date (month, day, year)	Amount
Lichtenstein. David, 460 Park Ave New York NY 10022-1906	Transaction ID; vff6Tf0183A2 Decupation Chairman	10/27/2016	51,869.23
full name, mailing address and zip code	Name of Employer Lightyear Capital	Date (month, day, year)	Amount
Marron, Donald, B., , 1285 Avenue Of The Americas F1 14 Naw York NY 10019-6028	Transaction ID: vpF62kN84A9 Occupation Chairman	10/27/2016	\$2,700.00
SIGNATURE (opitional)	DATE /0.28 16	For further Information co Foderal Election Commis 989 E Street, NW, Washi Toll Free 800-424-9530,	sion nglon, DC 20483
i i be sold or use	on copied from reports and statements filed under the Fede of by any person for the purpose of soliciting contributions o name and address of any political committee to solicit con	ral Section Campaign Act m	ay nor FEC FORM 6

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## RECEIVED SECRETARY 30F THE SENATE FUBLIC RECORDS

#### **48 HOUR NOTICE OF** CONTRIBUTIONS/LOANS RECEIVED

16 OCT 31 AM 9: 54

ADDRESS (number and street) 4521 PGA Blvd.	ha12	<del></del>	
CITY, STATE, and ZIP CODE	9412		
Palm Beach Gardens, FL 33418		continuation	page
2. NAME OF CANDIDATE	3. OFFICE SOUGHT (State and District)	4. FEC IDENTIFICAT	ION NUMBER
Murphy, Patrick , E., ,	Senate FL	C00493825	
5. IS THIS AN AMENDMENT?	IS A NEW FILING YES, IT AMENDS TH	E NOTICE FILED ON	<u> </u>
full name, maring address and up code	Namo of Employer Milstein Properties	Date (month, day, year)	Amount
Milstein, Constance,			
3210 R St NW	Transaction ID: ver63848457		\$2,700.00
Washington DC 20007~2940	Occupation Principal	10/27/2016	
FULL, NAME, MAILING ADDRESS AND ZIP CODE	Name of Employer	Date (month,	Amount
	First Round Capital	day, year)	StillAgile
Morgan, Roward, , , 764 Mount Moro Rd	Transaction (D; vpr61kH8518		\$2.700.00
Villanova PA 19085-2007	Occupation Managing Partner	10/27/2016	<i>\$2,700.00</i>
full, name, mailing address and zip code	Name of Employer Hugo Neu Corporation	Q=ne (month, day, year)	Amount
Neu, Wendy, Kelman, 120 5Th Ave			
ste 600	Transaction ID: ver61708563	10/27/2016	\$2,700.00
New York NY 10011-5600	Executive Vice President		
full name, wailing address and zip code	Name of Employer	Osta (month,	Amount
	Willet Advisors LLC	day, year)	
Råttner, Steven, 998 5Th Ave	Transection ID: ver67KN8594		\$2,700.00
New York NY 10028-0102	Occupation Chai zman	10/27/2016	737 2232
FULL NAME, MAILING ADDRESS AND ZIP CODE	Name of Employer	Date (month,	Amount
	Rosen Partners LLC	day, year)	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Rosen, Jack, . 18 E 85Th St	Transaction ID: verermesc7		<b>44 B</b> 05 5-
F1 24	Occupation .	10/27/2016	\$2,700.00
New York NY 10028-0408	Real Estate		
SIGNATURE (optional)	DATE	Por further information co	
12 m	10-28.16	Federal Election Commis- 1999 E Street, NW, Washin Tail Free 800-424-9530, I	ngton, DC 20483

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RECEIVED
SECREPARE OF THE SENA TO
PUBLIC RECORDS

## 48 HOUR NOTICE OF CONTRIBUTIONS/LOANS RECEIVED

16 OCT 31 AM 9: 54

	ens) of \$1000 or more, received within 20 days of	the election,	•
1. NAME OF COMMITTEE IN FULL Friends of Patrick Murphy			
ADDRESS (number and street) 4521 PGA Blvd			
CITY, STATE, and ZIP CODE			<b>*</b>
Palm Beach Gardens, FL 33418		continuation	page 
2. NAME OF CANDIDATE	3. OFFICE SOUGHT (State and District)	4. FEC IDENTIFICAT	TION NUMBER
Murphy, Patrick , E., ,	Senate FL	C00493825	<del> </del>
5. IS THIS AN AMENDMENT?	S IS A NEW FILING YES, IT AMENDS TH	IE NOTICE FILED ON	
full name, mailing address and 29 code	Name of Employer	Date (month, day, year)	Amount
	IBE Trade Corp.	, ,,	
Rovt, Alexander,			
950 3rd Ave	Transaction ID: VPF6TKH8552		\$2,700.00
New York NY 10022-2705	Occupation President	10/27/2016	
	riesident	·	
FULL NAME, MAILING ADDRESS AND ZIP CODE	Name of Employer	Date (month,	Amount
	Leon Tempelsman & Son	day, year)	
Tempelsman, Maurica,		j	
19 w 44Th St	Transaction ID: vpF61knesps	1	
Lazare Kaplan	Occupation .	10/27/2016	\$2,572.73
New York NY 10036-5902	Bus. Exec.		
FULL NAME, MAILING ADDRESS AND ZIP CODE	Name of Employer	Date (month,	Amount
APP IN HIS IN APPLIANCE MEDITAL AND	Lightyear Capital	day, year)	· ·
		ļ .	
Vassallo, Mark, , , 115 Central Park W	Transaction ID: VPF6TKH84N6	i i	
Apt 78	Occupation	10/27/2016	\$1,500.00
New York NY 10023-4295	Managing Partner		•
full Name, Mailing address and zip code	Name of Employer	Date (month,	Amount
•	n/a	day, year)	
Princel Babane		1 1	
Spiegel, Robert, 44 Cocoenut Row	Transaction ID: VPF6TKKK1345	]	
Apt A	Occupation	10/27/2016	\$1,000.00
Palm Beach FL 33480-4069	Retired		
THE MALE MAILING ADDRESS AND TR CODE	Name of Employer	Date description	Amazat
füll name, mailing address and zip code	Self	Date (month, dsy, year)	Amount
	AGT F		
Strasswimmer, John,	T	1 1	
317 Chilean Ave Oppr	Transaction ID: vpr6TRRXZP9 Occupation	10/27/2016	\$2,700.00
Palm Beach FL 33480-4603	Physician	10,2,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
IBNATURE (OPLIONER)	DATE	For further information on	ntact;
for And		Federal Election Commis	sion
1000	1.510	999 E Street, NW, Washi Toll Free 800-424-9530, 1	
Any informat	ion copied from reports and statements filed under the Fed	Brai Election Campaion Art m	avnot ========
00 SQLQ OF US	ed by any person for the purpose of soliciting contributions	or for commercial purposas o	WHE LECLOKING
E1ANO59	e name and eddress of any political committee to solicit col	inionanut noti 2000 Coulura	89. (Revised 7/2011)

#### **48 HOUR NOTICE OF** CONTRIBUTIONS/LOANS RECEIVED

16 OCT 31 AM 9:55

To be used to report all contributions (including los 1. NAME OF COMMITTEE IN FULL Friends of Patrick Murphy			
ADDRESS (number and atreet) 4521 PGA Blvd.	4412		
CITY, STATE and ZIP CODE	#***		
Palm Beach Gardens, FL 33418		continuation	page
2. NAME OF CANDIDATE	(3). OFFICE SOUGHT (State and District)	4: FEC IDENTIFICAT	TON NUMBER
Murphy, Patrick , E., ,	Senate FL	C00493825	
5. IS THIS AN AMENDMENT?	IS A NEW FILING YES, IT AMENDS THE	NOTICE FILED ON	
full name, mailing address and zip code	Name of Employer	Date (month,	Amount
	Allegheny Millwork	day, year)	
Travers, John, ,	Tonna ation 100 versions		
126 Lambeth Dr	Transaction ID: VPF6TKKET86	10/27/2016	\$2,000.00
Pittsburgh PA 15241-2320	Exec. VP	120,21,2020	
FULL NAME, MAILING ADDRESS AND ZIP CODE	Name of Employer	Date (month,	Amount
	Retired	day, year)	
Weissman, Harriet, L,		1 1	
2 Oxford Rd	Transaction ID: VPF6TKHQ8Y0  Oscupation	10/27/2016	\$1,000.00
White Plains Ny 10605-3603	Retired	10/2//2020	
i		1	
full name, mailing address and zip code	Name of Employer	Date (month,	Amount
	Not Employed	day, year)	
Weissman, Paul, M.			
2 Oxford Rd	Transaction ID: VPF61rmg8x2	10/27/2016	\$1,000.00
White Plains NY 10605-3603	Retired		
full name, mailing address and zip code	Name at Employer	Oate (month, day, year)	Amount
	Not Employed		
Weitz, Bart, , .	-  Transaction ID: vpretxx9cx8		
2736 BW 20Th St  Gainesville FL 32605-2999	Occupation	10/26/2016	\$1,000.00
	Not Employed		
FULL NAME, MAILING ADDRESS AND ZIP CODE	Name of Employer	Date (month,	Amount
i and white herician whaledd Vid Ne appe	Therma Seal Roof Systems LLC	day, year)	***************************************
	The Ind Seal Roof Systems Inc		
Wikel, Dave. , ,	Transaction ID: VP767KK2728		
1421 Oglethorpe Rd West Palm Beach FL 33405-1023	Occupation	10/27/2016	\$1,000.00
-est tatm peach th 32,02-1052	Ownez		
·	_ <del></del>	<u> </u>	
SIGNATURE (OPERAN)	DATE	For further information co Federal Election Commis	ntaci;
13mm Jan	10.28 7 G	999 E. Street, NW, Washi Toli Free 800-424-9530, (	ngian, OC 20483
		<del></del>	
be sold or use	n copied from reports and staisments flied under the Fede d by eny person for the purpose of soliciting contributions of	r for communial purposes o	Wer FEC FURING
FE1AN063	name and address of any political committee to solicit com	Millions from such commit	ee. (Revised 7/2011)

FE1AN053

RECEIVED SECRETARY OF THE SENATE PUBLIC RECORDS

## 48 HOUR NOTICE OF CONTRIBUTIONS/LOANS RECEIVED

16 OCT 31 AM 9:55

To be used to report all contributions (including to 1. NAME OF COMMITTEE'IN FULL Friends of Patrick Murphy	pans) of \$1000 or more, n	ecelved within 20 days of th	ne election.		
ADDRESS (number and street) 4521 PGA Blvd	1. #412				
CITY, STATE, and ZIP CODE	continuation	continuation page			
Palm Beach Gardens, FL 33416 2. NAME OF CANDIDATE	13 OFFICE OF	OUGHT (State and Digita)	•	4. FEC IDENTIFICATION NUMBER	
Murphy, Patrick , E., ,	Senata F	•	C00493825	HON NUMBER	
5. IS THIS AN AMENDMENT?	IIS IS A NEW FILING	YES, IT AMENDS THE	NOTICE FILED ON		
FULL NAME, MAILING ADDRESS AND ZIP CODE	Name of Employer Not Employed		Data (month, day, year)	Amount	
Williams, Bruce, 308 Mulberry In Bellaire TX 77401-4310	Transaction ID: v Occupation Not Employed	/PP6TKKXKK2	10/27/2016	\$2,·000.00	
full name, mailing address and zip code	Name of Employer Azurite Corp,	Ltd.	Dato (month, day, year)	Amount	
Yampol, Barry, ., 19667 Turnberry Way Aventura FL 33180-2593	Transaction ID: v Occupation CEO/President	<del></del>	10/26/2016	<b>51,000</b> -00	

SIGNATURE (optional)	DATE	For further Information contact; Foderal Election Commusion
Mr Ju	10.2876	999 E Street, NW, Washington, DC 20483 Toll Free 800-424-9530, Local 202-694-1100
Any information copied from repor	ts and statements filed under the Fede	eral Election Company Act may not

Any information copied from reports and statuments filed under the Federal Election Campaign Act may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes either than using the name and address of any political committee to solicit contributions from auton committee.

(Revised 7/2011)

SECRETARY OF THE SENATE
PUBLIC RECORDS
16 OCT 31 AM 9: 53

#### **FASCIMILE COVER PAGE**

TO:

United States Senate, Office of the Secretary

Fax # 202-224-1851

FROM:

Brian Foucart, Treasurer

Friends of Patrick Murphy

DATE:

October 28, 2016

SUBJECT:

48-Hour Notice

PAGE:

1 of 17

Attached please find a 48-hour notice for the above referenced committee.

The fax # for return receipt confirmation is 1-202-628-1582.

I can be reached at 202 628-1581 with any questions or concerns. Thank you.

## Faxed or Hand Delivered

201610310200642668

DANA K, MACCALLUM SUPERIMTENDENT

HART SENATE OFFICE BUILDING SUITE 232

### United States Senate

OFFICE OF THE SECRETARY

OFFICE-OF PUBLIC RECORDS

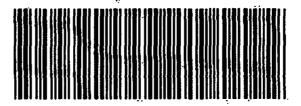
THE PRECEDING DOCUMENT WAS:

WASHINGTION, DC 20510-7116 PHONE(202) 224-0322

•	
HAND DELIVERED	
Date of Receipt	
USPS FIRST CLASS MAIL	
Date of Receipt	Postmark
USPS REGISTERED/CERTIFIED	
Postmark  LISBS DRIORITY A4411	
USPS PRIORITY MAIL	
Postmark	
DELIVERY CONFIRMATION OR SIGNATURE CONFIRMATION LABE	. 🗆
USPS EXPRESS MAIL	
Postmark	·
OVERNIGHT DELIVERY SERVICE:	
SHIPPING DATE NEXT BUSINESS DAY DELIVERY	
FEDERAL EXPRESS	
UPS	
DHL	
AIRBORNE EXPRESS	
RECEIVED FROM FEDERAL ELECTION COMMISSION  Date of Receip	
POSTMARK ILLEGIBLE NO POSTMARK	
FAX Date of Receipt	
OTHER	
Date of Receipt or Postmark	
PREPARER DO DATE PREPARED	0-31-16



SEN PATCH



SEN PATCH

#### EXHIBIT C

Office

Use Only

FE5AN018

FEC FORM 3

## REPORT OF RECEIPTS AND DISBURSEMENTS

For An Authorized Committee

AT COTE BY SE THE SENATES

2017 JAN 31 AM 11: 52

FEC FORM 3 (Revised 02/2003)

NAME OF COMMITTEE (in full)  Friends of Patrick Murphy	TYPE OR PRIN	T Example: If typing, type 12FE4M5 over the lines.
ADDRESS (number and sli Check if different Inan previously reported. (ACC)  2. FEC IDENTIFICATIO C C00493825	Suite 590 Washington	CITY STATE ZIP CODE  STATE DISTR  3. IS THIS NEW (N) OR AMENDED REPORT FL 00
4. TYPE OF REPORT  (a) Quarterly Report  April 15 Quarterl  July 15 Quarterl  October 15 Qua  January 31 Yea	s:  fy Report (Q1)  fy Report (Q2)  frienty Report (Q3)  r-End Report (YE)	(b) 12-Day PRE-Election Report for the:  Primary (12P)
5. Covering Period I certify that I have examine Type or Print Name of Tre Signature of Treasurer		2016 through 12 31 2016  ne best of my knowledge and belief it is true, correct and complete.  an,
-	se erroneous or incomi	olete information may subject the person signing this Report to the Penalties of 2 U.S.C. 437g.

,	SUMMARY PAGE	-
FEC Form 3 (Revised 02/2003)	of Receipts and Disbursements	PAGEb 2 / 30
Write or Type Committee Name Friends of Patrick Murphy		
Report Covering the Period: From:	11 29 2016 To	12 31 2016
	COLUMN A This Period	COLUMN B Election Cycle-to-Date
3. Net Contributions (other than loans)		
(a) Total Contributions (other than loans) (from Line 11(e))	1000000.00	1004278.87
(b) Total Contribution Refunds (from Line 20(d))	0.00	0.00
(c) Net Contribution (other than loans) (subtract Line 6(b) from Line 6(a))	1000000.00	1004278.87
7. Net Operating Expenditures .	-	
(a) Total Operating Expenditures (from Line 17)	1082711.96	1217051,72
(b) Total Offsets to Operating Expenditures (from Line 14)	3000.00	3000.00
(c) Net Operating Expenditures (subtract Line 7(b) from Line 7(a))	1079711.96	1214051.72
Cash on Hand at Close of Reporting Period (from Line 27)	82388.79	
Debts and Obligations Owed TO		
the Committee (Itemize all on Schedule C and/or Schedule D)	0.00	
IO. Debts and Obligations Owed BY he Committee (Itemize all on	0.00	
Schedule C and/or Schedule D)		·
	For further information contact:	
·	Federal Election Commission 999 E Street, NW Washington, DC 20463	
	Toll-Free 800-424-9530 Local 202-694-1100	

FESAN018

FEC Form 3 (Revised 12/2003)	DETAILED SUMMARY PAGE of Receipts	PAGE 3 / 30
Write or Type Committee Name		
Friends of Patrick Murphy		
Report Covering the Period: From:	11 29 2016 To:	12 31 2016
I. RECEIPTS	COLUMN A Total This Period	COLUMN B Election Cycle-to-Date
11. Contributions (other than loans) FROM;		
(a) Individuals/Persons Other Than Political Committees		
(i) Itemized (use Schedule A)	0.00	400.00
(ii) Unitemized	0.00	3878.87
(iii) TOTAL of contributions from individuals	0.00	4278.87
(b) Political Party Committees	0.00	0.00
(c) Other Political Committees (such as PACs)	0.00	0.00
(d) The Candidate	1000000.00	1000000.00
(e) TOTAL CONTRIBUTIONS		
(other than loans) (add lines 11(a)(iii), (b), (c), and (d))	1000000.00	1004278.87
12. TRANSFERS FROM OTHER AUTHORIZED COMMITTEES	4234.59	4234.59
13. LOANS:		
(a) Made or Guaranteed by the Candidate	· 0.00	0.00
(b) All Other Loans	0.00	0.00
(c) TOTAL LOANS (add Lines 13(a) and (b))	0.00	0.00
14. OFFSETS TO OPERATING EXPENDITURES (Refunds, Rebates, etc.)		
	3000.00	3000.00
15. OTHER RECEIPTS Dividends, Interest, etc.)	- 0.00	0.00
16. TOTAL RECEIPTS (add Lines 11(e), 12, 13(c), 14, and 15) (Carry		
Total to Line 24, page 4)	_ 1007234.59	1011513.48

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#### **DETAILED SUMMARY PAGE**

FEC Form 3 (Revised 02/2003)

of Disbursements

PAGE 4

FEC Form 3 (Revised 02/2003)		PAGE 4 / 30
II. DISBURSEMENTS	COLUMN A Total This Period	COLUMN B Election Cycle-to-Date
17. OPERATING EXPENDITURES	1082711.95	1217051.72
18. TRANSFERS TO OTHER AUTHORIZED COMMITTEES	0.00	0.00
19. LOAN REPAYMENTS:		
(a) Of Loans Made or Guaranteed by the Candidate	0.00	0.00
(b) Of All Other Loans	0.00 .	0.00
(c) TOTAL LOAN REPAYMENTS (add Lines 19(a) and (b))	0.00	0.00
20. REFUNDS OF CONTRIBUTIONS TO:	•	•
(a) Individuals/Persons Other Than Political Committees	0.00	0.00
(b) Political Party Committees	0.00	0.00
(c) Other Political Committees (such as PACs)	0.00	0.00
(d) TOTAL CONTRIBUTION REFUNDS (add Lines 20(a), (b), and (c))	0.00	0.00
21. OTHER DISBURSEMENTS	0.00	0.00
22. TOTAL DISBURSEMENTS (add Lines 17, 18, 19(c), 20(d), and 21)	1082711.98	1217051.72
III. CASH SUI	MMARY	
23. CASH ON HAND AT BEGINNING OF REPO	DRTING PERIOD	157866.16
24 TOTAL RECEIPTS THIS PERIOD (from Line	e 16, page 3)	1007234.59
25. SUBTOTAL (add Line 23 and Line 24)		1165100.75
26. TOTAL DISBURSEMENTS THIS PERIOD (	from Line 22)	1082711.96
27. CASH ON HAND AT CLOSE OF REPORTII (subtract Line 26 from Line 25)		82388.79

#### FOR LINE NUMBER PAGE 30 SCHEDULE A (FEC Form 3) Use separate schedule(s) for (check only one) each category of the ITEMIZED RECEIPTS □ 11a ☐11b ☐11c ☑11d **Detailed Summary Page □**12 □ 13a □ 13b □ 14 **15** Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee. NAME OF COMMITTEE (In Full) Friends of Patrick Murphy Full Name (Last, First, Middle Initial) Murphy, Patrick, , , **Date of Receipt** Mailing Address 4521 Pga Blvd Ste 412 01 2016 City State Zip Code Transaction Id: VPF6TMEXWG4 Palm Beach Gardens FL 33418-3997 FEC ID number of contributing Amount of Each Receipt this Period C federal political committee. 1000000.00 Name of Employer United States House Of Representatives Congressman Memo Item Receipt For: 2016 Election Cycle-to-Date **☑** General Primary \* In-Kind: Repayment of campaign committee 1000000.00 Other (specify) Full Name (Last, First, Middle Initial) Date of Receipt Mailing Address City State Zip Code Transaction Id: FEC ID number of contributing Amount of Each Receipt this Period C federal political committee. Name of Employer Occupation Memo Item Receipt For: Election Cycle-to-Date Primary General Other (specify) Full Name (Last, First, Middle Initial) **Date of Receipt** Mailing Address City Zip Code State Transaction Id: FEC ID number of contributing Amount of Each Receipt this Period C federal political committee. Name of Employer Occupation Memo Item Receipt For: Election Cycle-to-Date Primary ☐ General Other (specify) SUBTOTAL of Receipts This Page (optional) 1000000.00 TOTAL This Period (last page this line number only) 1000000.00

SCHEDULE A (FEC Form 3)	Use separate schedulė(s) for	FOR LINE NUMBER PAGE 6 / 30
	each category of the	(check only one)
ITEMIZED RECEIPTS	Detailed Summary Page	
Any information copied from such Reports and S	talements may not be sold or used by any person	on for the purpose of soliciting contributions or for
commercial purposes, other than using the name	and address of any political committee to solici	it contributions from such committee.
NAME OF COMMITTEE (In Full)		
Friends of Patrick Murphy		
		•
Full Name (Last, First, Middle Initial) SCHUMER COMMITTEE FOR THE MAJOR	RITY	
Mailing Address 120 Maryland Ave NE	<del></del>	Date of Receipt
120 Maryland Ave INC		12 15 2016
City	State Zip Code	Transaction Id: VPF6TMDEXQ2
Washington	DC 20002-5610	
FEC ID number of contributing	Co. Constants	Amount of Each Receipt this Perlod
federal political committee.	C C00620013	income of Education (1997) this is a final of the control of the c
Name of Employer	Occupation	4234.59
Name of Employer	Оссорации	Memo Item
Receipt For: 2016	Election Cycle-to-Date	1
☐Primary	[	
Other (specify)	4234.59	
Full Name (Last, First, Middle Initial)		·
Coyle-Benjamin, Deborah, , ,	<u> </u>	Date of Receipt
Mailing Address 115 Lake Rd		
City	Otana Ti- O ta	11 08 2016
Manhasset	State Zip Code NY 11030-1014	Transaction Id: VPF6TMDF0R6
		┥ .
FEC ID number of contributing federal political committee.	С .	Amount of Each Receipt this Period
		357.14
Name of Employer None	Occupation Homemaker	
	<u> </u>	Memo Item
Receipt For: 2016	Election Cycle-to-Date	
☐ Primary	357.14	
Content (appears)		
Full Name (Last. First. Middle Initial)		<del> </del>
KIRBY CORPORATION POLITICAL ACTIO	N COMMITTEE	Date of Receipt
Mailing Address 55 Waugh Dr		1 C200 01 1/200/07
Ste 1000		11 08 2016
City	State Zip Code	Transaction Id: VPF6TMDEXS8
Houston	TX 77007-5834	
FEC ID number of contributing	C C00250027	Amount of Each Receipt this Period
federal political committee.		
Name of Employer	Occupation	357.16
		✓ Memo Item
Receipt For: 2016	Election Cycle-to-Date	
☐ Primary		
Other (specify)	357.16	
		1
SUBTOTAL of Receipts This Page (optional)		4234.59
_	· • • • • • • • • • • • • • • • • • • •	
TOTAL This Period (last page this line number of	nly)	-

TOTAL This Period (last page this line number only)

		*
SCHEDULE A (FEC Form 3)		FOR LINE NUMBER PAGE 7 / 30 (check only one)
ITEMIZED RECEIPTS	each category of the Detailed Summary Page	11a   11b   11c   11d
Any information copled from such Reports an	d Statements may not be sold or used by any pen	son for the purpose of soliciting contributions or for
	ame and address of any political committee to soli	cit contributions from such committee.
NAME OF COMMITTEE (In Full)  Friends of Patrick Murph	v	
Full Name (Last, First, Middle Initial) Wilmers, Robert, G, ,		Date of Receipt
Mailing Address 800 W Ferry St		11 08 2016
City	State Zip Code	Transaction ld: VPF6TMDF0S4
Buffalo	NY 14222-2406	
FEC ID number of contributing federal political committee.	C	Amount of Each Receipt this Period
Name of Employer	Occupation	2700.00
M & T Bank	Chairman And CEO	✓ Memo Item
Receipt For: 2016	Election Cycle-to-Date	
□ Primary ☑ General		٦
Other (specify)	2700.00	]
Full Name (Last, First, Middle Initial)		
Mailing Address		Date of Receipt
City	State Zip Code	Transaction Id:
FEC ID number of contributing		Amount of Each Receipt this Period
federal political committee.	<u>c</u>	Talloan of Cash Necestral Has Fellow
Name of Employer	Occupation	
Receipt For:	Election Cycle-to-Date	Memo Item
☐Primary ☐General	Election Cycle-to-Date	_
Other (specify)		]
Full Name (Last, First, Middle Initial)	<u> </u>	
		Date of Receipt
Mailing Address		
City	Chata 2's Code	
City,	State Zip Code	Transaction Id:
FEC ID number of contributing	С	Amount of Each Receipt this Period
federal political committee.		
Name of Employer	Occupation	Memo Item
Receipt For:	Election Cycle-to-Date	7 ~
☐ Primary ☐ General	2.00.00.00.00	¬
Other (specify)		<b>]</b>  .
		<del>                                      </del>
SUBTOTAL of Receipts This Page (optional)	· <del></del>	0.00

4234.59

#### FOR LINE NUMBER PAGE 30 SCHEDULE A (FEC Form 3) Use separate schedule(s) for (check only one) each category of the ITEMIZED RECEIPTS ∏11a 11b 11c 11d **Detailed Summary Page □12** □ 13a □ 13b **7** 14 Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee. NAME OF COMMITTEE (In Full) Friends of Patrick Murphy Full Name (Last, First, Middle Initial) **Murphy Victory Fund** Date of Receipt Mailing Address 1050 17Th St NW 12 30 2016 Ste 590 City State Zip Code Transaction Id: VPF6TMC1182 20036-5592 DC Washington FEC ID number of contributing Amount of Each Receipt this Period C C00592774 federal political committee. 3000.00 Name of Employer Occupation Memo Item Receipt For: 2016 Election Cycle-to-Date Primary **General** Payroll Reimbursement 3000.00 Other (specify) Full Name (Last, First, Middle Initial) **Date of Receipt** Mailing Address City State Zip Code Transaction Id: FEC ID number of contributing Amount of Each Receipt this Period C federal political committee. Name of Employer Occupation Memo Item Receipt For: **Election Cycle-to-Date** Primary General Other (specify) Full Name (Last, First, Middle Initial) Date of Receipt Mailing Address City State Zip Code Transaction Id: FEC ID number of contributing Amount of Each Receipt this Period C federal political committee. Name of Employer Occupation Memo Item Receipt For: **Election Cycle-to-Date** Primary General Other (specify) SUBTOTAL of Receipts This Page (optional) 3000.00 TOTAL This Period (last page this line number only) 3000.00

## SCHEDULE B (FEC Form 3) ITEMIZED DISBURSEMENTS NAME OF COMMITTEE (In Full)

Friends of Patrick Murphy Full Name (Last, First, Middle Initial)

Mailing Address 300 S Australian Ave

**Unit 302** 

House

□ Senate

District:

Full Name (Last, First, Middle Initial)

Mailing Address 275 7Th Ave

President

Albin, Juliet, .

West Palm Beach Purpose of Disbursement

Candidate Name

Office Sought:

Amalgamated Bank

City

Payroll

State:

FOR LINE NUMBER: PAGE 9 30 Use separate schedule(s) (check only one) for each category of the **17 18** □ 19a 19b **Detailed Summary Page** \_\_\_20a 20b □ 20c **21** Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee. **Date of Disbursement** 30 2016 State Zip Code **FEC Identification Number** FL 33401-5089 Amount of Each Disbursement this Period Category! 1451.00 Type Transaction ID: VPE7JA4FKK9 Disbursement For: 2016 Primary ✓ General Memo Item Other (specify) **Date of Disbursement** 15 2016

City New York		State NY	Zip Code 10001-6708		FEC Identification Number
Purpose of Disbursement Interest payment		· · · · · · · · · · · · · · · · · · ·	·		Amount of Each Disbursement this Period
Candidate Name				Category/ Type	2964.48
	nate sident	isbursement For: 2 Primary Other (speci	016 ☑General fy)		Transaction ID: VPE7JA4FK74
Full Name (Last, First, Mic Ayala, Alexandria, ,					Date of Disbursement
Mailing Address 4521 Pga # 412	8lvd				12 30 2016
City Palm Beach Gardens		State FL	Zip Code 33418-3997		FEC Identification Number
Purpose of Disbursement Payroll					C Amount of Each Disbursement this Period
Candidate Name	•			Category/ Type	750.00
□Se	use Di nate sident	sbursement For: 2 Primary Other (speci	016 ☑General fy)		Transaction ID: VPE7JA4GTT9
State: District					
UBTOTAL of Disbursement	•	<del></del>			5165.48
OTAL This Period (last page	this line number	only)			
					FEC Schedule B (Form 3) (Revised 05/20

	FEMIZED DISBURSEMENTS			eparate sched ach category led Summary	of the	FOR LIN (check o	IE NUMBER: vily one) ☑17 ☐20a	PAGE  ☐ 18 ☐ 20b	10 / 19a 20c	30 ☐19b ☐21			
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NAME OF COMMITT													
Friends of P	atrick Murphy												
Black, Eva, ,	First, Middle Initial)						Date of Disbursement						
Mailing Address	1937 E Magdalena Dr			•			12	30	2016				
City Tempe	•	State Zip Code AZ 85283-2311							er	<del></del>			
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· · · · · · · · · · · · · · · · · · ·	First, Middle Initial)		Date of Disbu	rsement									
	52187 Collection Center		•				11	29	2016				
City Chicago		Sta IL	te	Zip Code 60693-0621			FEC Identifica	tion Numb	er	¬			
Purpose of Disbu Software	rsement					י ווך	Amount of Each Disbursement this Period						
Candidale Name					Category Type	ÿ'			1250				
Office Sought:	Senate President	_	ent For: 20 mary her (specif	016 ☑General iy)			ransaction ID:		IFK90	_			
State:	District:		<del></del>			<u> </u>							
Full Name (Last, Bohannon, Nicol	First, Middle Initial) e, ,						Date of Disbu	rsement	<del></del>				
Mailing Address	1521 Pga Blvd 1 412						12	30	2016				
City Palm Beach Gard	ens	Sta FL	le	Zip Code 33418-3997			FEC Identifica	tion Numt	er				
Purpose of Disbur Payroll	rsement					ווני ו	C Amount of Ea	ch Disburs	ement this	_] Period			
Candidate Name Category/									750				
Office Sought: House Disbursement For: 2016 Senate Primary General Other (specify)  State: District:							ransaction ID:		IGSZ5				
State.	Diguid.				<del></del>	1							
	rsements This Page (op)			·		-	<u> </u>		27	50.00			
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	FEMIZED DISBURSEMENTS				Use separate schedule(s) for each category of the Detailed Summary Page				PAGE   18   20b		/ 19a 20c	30 □19b □21			
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NAME OF COMMITT		····								*					
Friends of P	atrick Murphy	<i>,</i>													
Branch, Jeff, ,	Full Name (Last, First, Middle Initial) Branch, Jeff, ,  Mailing Address 1315 Benevolent St								Date of Disbursement						
	1315 Benevolent St						L		_30	<u>ئـــا</u> ـــــ	2016	_ <u>_</u>			
City Maitland		Sta FL		Zip Code 32751-4262				EC Identific	ation Nun	iber		,			
Purpose of Disbu Payroll	rsement		·			חר	<u> </u>	nount of Ea	ich Oisbu			Period			
Candidate Name		·····			Categor	ਔ	٢				1890.				
Office Sought:	House Senate President District:	□Pri	Disbursement For: 2016  Primary General  Other (specify)					Memo Item		4GTD	<u> </u>				
Carlson, Laura,	Full Name (Last, First, Middle Initial) Carlson, Laura, , Mailing Address 4521 Pga Blvd								Date of Disbursement						
	Ste 412			Tin Code								<u> </u>			
City Palm Beach Gard		Sla FL		Zip Code 33418-3997			_	EC Identific	ation Nun	iber		1			
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Candidate Name					Calegor Type	ÿ	1539.2					24			
Office Sought:	☐ House ☐ Senate ☐ President	_	ent For: 2 imary her (speci	016 General  fy)			Transaction ID: VPE7JA4GT37								
State:	District:			<del></del>											
Clark, Brandon,	First, Middle Initial)						D	ate of Olsbu	ırsement						
Mailing Address (	641 Terrace Spring Dr						L	12	30		2016				
City Orlando		Sta FL		Zip Code 32828-6761			~	C Identific	ation Nun	ıber		 1			
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AME OF COMMITT	EE (In Full)				<del>-</del>									
Friends of P	atrick Murphy	/												
	Full Name (Last, First, Middle Initial) Oavis, Elizabeth, .							e of Disbu	irsement					
	Mailing Address 2000 N Estrella Ct Apt 105								30		2016			
City Palm Beach Gard	State Zip Code leach Gardens FL 33410-5702							Cldentifica	ation Num	ber		`		
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Full Name (Last, FedExOffice	First, Middle Initial)	<u> </u>							Date of Disbursement					
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City Fort Lauderdale			ate	Zip Code 33301-1120			FEC	Cldentific	ation Nun	ber				
Purpose of Oisbu Postage	pose of Disbursement						Am	ount of Ea	ich Disbu	rsemen	t this f	} Period		
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Office Sought:	☐ House ☐ Senate ☐ President District:	. =	ent For: 20 timary ther (specif	016 General			_	saction ID Memo item		\4FKC4	ı			
	Il Name (Last, First, Middle Initial)						Dat	e of Disbu	ırsement					
Mailing Address	ailing Address 300 N Federal Hwy							12	22		2016			
City Fort Lauderdale		Sti	ale	Zip Code 33301-1120				Cidentific	ation Nun	nber		 1		
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		(optional)				<del></del> †					154	3.88		
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Friends of P	atrick Murphy					_						
Full Name (Last. Feingold, Paul,	First, Middle Initial)						Date of Disbu	ırsement				
Mailing Address	4521 Pga Blvd						12	30	201	6		
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State:	District:	<u> </u>										
First Bank Dala	Full Name (Last, First, Middle Initial) First Bank Dala Services							Date of Disbursement				
	12345 W Colfax Ave		·	·			12		201	6		
City Lakewood		Sta	ate O	Zip Code 80215-3742		1	FEC Identifica	ation Num	ber			
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State:	District:		•									
Full Name (Last, Florida Blue	First, Middle Initial)						Date of Disbu	ırsement				
Mailing Address	PO Box 1798						12	09	201	6		
City Jacksonville		Sia FL	ate	Zip Code 32231-0014			FEC Identifica	ation Num	ber	<del></del>		
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SCHEDULE B (FEC Form 3)

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ME OF COMMITTEE (In Full)										
riends of Patrick N	Murphy									
Full Name (Last, First, Middle Gilbert, Liz, ,	e Initial)		Date of Dist	oursement						
Mailing Address 4521 Pga B # 412	ilvd		<del></del>			12	30	2016		
City West Palm Beach		State FL	Zip Code 33418-3997			FEC Identif	cation Num	ber		
Purpose of Disbursement Payroll		_	<del></del>			Amount of I	ach Dishu	rsement this	] Perin	
Candidate Name	···	***		Categor	ላ			857		
Office Sought: Hous	te 🔲	ment For: Primary Other (spe	<b>☑</b> General	- ',,,,,	Transaction ID: VPE7JA4GT1					
State: District:		[								
Full Name (Last, First, Middle Johnny Daniels Cleaning Science			Date of Dist	bursement						
Mailing Address 5200 Fox T	rce			,···*		12	80	2016		
City West Palm Beach		Slale FL	Zip Code 33417-8146			FEC Identifi	cation Num	iber		
Purpose of Disbursement Cleaning Services	rpose of Disbursement						Each Diebu	rsement this		
Candidate Name			·	Categor Type	<u>ا </u> الر	- Indon		800		
Office Sought: Hous Sena	te 🔲	ment For: Primary Other (spe	<b></b> General			Transaction		AFKF7		
State: District:	- 1-2:-0		·			<u></u>				
Full Name (Last, First, Middl Karp, Joshua, ,	e initial) 					Date of Dis	bursement			
Mailing Address 4521 Pga E # 412	Blvd					12	30	2016		
City Palm Beach Gardens		State FL	Zip Code 33418-3997			FEC Identif	ication Num	ber	7	
Purpose of Disbursement Payroll						L	Each Disbu	rsement this	ار Perio	
Candidate Name				Calegor Type	y			2013	.78	
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Jistiid,										
IDTOTAL of Dishumomoule 3	D-1- D (VN				- 1	l		267	71.29	
JBTOTAL of Disbursements 1	inis Page (optional)			<u>:</u>		<u> </u>		30		

Use separate schedule(s)

FOR LINE NUMBER: PAGE 14

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SCHEDULE B (FEC Form 3) ITEMIZED DISBURSEMENTS	for Deta	separate sched each category o ailed Summary f	of the Page	(check or	☑ 17 ☐ 20a	18 20b	15 /	30 19b			
Any information copied from such Reports and Stat commercial purposes, other than using the name a											
NAME OF COMMITTEE (In Full)											
Friends of Patrick Murphy											
Full Name (Last, First, Middle Initial) Karp, Mandi, ,				ı	Date of Disbu	ırsement					
Mailing Address 4521 Pga Blvd # 412					12	30	2016	5			
City	State	Zip Code		-	EC Identifica	ation Num	her				
Palm Beach Gardens	FL	33418-3997		ċ				<b>-</b> -J			
Purpose of Disbursement				ج ا ا	<u> </u>			ل			
Payroll				]     4	Amount of Ea	ach Oisbur	sement this	s Period			
Candidate Name			Category Type	$ar{y} \mid   \cdot  $			80	6.89			
Office Sought: House Disbu	rsement For:	2016		\ Tr	ansaction ID	: VPE7JA	4GT03				
Senate President	☐ Primary ☐ Other (spec	✓ General cify)			]Memo Item	1					
State: District:				<u>l</u>							
Full Name (Last, First, Middle Initial) Kenny, Michael, ,	• • •										
Mailing Address 9671 SE Little Club Way N				] [	12 06 2016						
City Jupiter	State FL	Zip Code 33469-1360		F	EC Identifica	ation Num	ber	<del></del>			
Purpose of Disbursement Administrative Services (close down assistance	·)			ין ווד	Amount of Each Disbursement this Period						
Candidate Name			Category Type	<b></b>				0.00			
Office Sought: House Disbu	rsement For: Primary Other (spec	<b>☑</b> General			_						
State: District:											
Full Name (Last, First, Middle Initial) LaCroix, Karlie, M.,			· · · · · · · · · · · · · · · · · · ·		Date of Disbu	ırsement		_			
Mailing Address 4521 Pga Blvd #412					11	30	2010	3			
City Palm Beach Gardens	State FL	Zip Code 33418-3997		F	EC Identifica	ation Num	ber	7			
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Candidate Name	Candidate Name Category/ Type							3.99			
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President State: District:											
SUBTOTAL of Disbursements This Page (optional	IBTOTAL of Disbursements This Page (optional)							120.88			
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IAME OF COMMITT	•									_					
Friends of Pa	atrick Murphy	/													
Full Name (Last, LaCroix, Kartie, I	First, Middle Initial) M.,						Da	te of Disbu	ırsement						
Mailing Address	4521 Pga Blvd # 412							12	30	2(	)16				
City Palm Beach Gard	lone		State FL	Zip Code 33418-3997			FE	C Identific	alion Num	ber					
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Office Sought:	☐ House ☐ Senate ☐ President		ement For: 20 Primary Other (specil	016 ☑ General fy)			_	Memo Iten		140170					
State:	District:														
Full Name (Last, Lawlor, Evan, ,	(Last, First, Middle Initial) van, ,							te of Disbu	irsement			_			
Mailing Address	3124 Woodley Rd NW	!					L	11	30	2	016				
City Washington			State DC	Zip Code 20008-3448				C Identific	ation Num	ber					
Purpose of Disbu Payroll	rsement .					וור	Amount of Each Disbursement this Pe								
Candidate Name					Calegory Type		Ĺ				402.1				
Office Sought:	House	Disburs	ement For: 2	016		Transaction ID: VPE7JA4FKA8									
- State:	Senate President District:	1 =	Primary Other (specil	☑General fy)			☐ Memo Item								
Full Name (Last, Leahy, Wynne, ,	First, Middle Initial)			<del></del>			Da	le of Disbu	irsement			-			
Mailing Address	Address 10425 Snow Point Dr							12	30	2	016				
City Bethesda			State MD	Zip Code 20814-2159			FEC Identification Number								
Purpose of Disbu Payroll							Am	ount of Ea	ich Disbu	sement	this P	eriod			
Candidate Name					Categor Type	762.24					4				
Office Sought:	☐ House ☐ Senate ☐ President	[	sement For: 20  ]Primary ]Other (specif	016 General		Transaction ID: VPE7JA4GSQ2									
State:	District:	-	Tower (speci	·y)			ٰ	MEMIO ILEII	•						
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	of Oisbursements This Page (optional)						ļ				7304				
TOTAL This Period (	last page this line nun	nber only)	)·	- 1	1										

SCHEDULE B (FEC Form 3) ITEMIZED DISBURSEMENTS		FOR LINE NUMBER: PAGE 17 / 30 (check only one)  17					
Any information copied from such Reports and Statemen commercial purposes, other than using the name and ad	nts may not be sold or used by any pers Idress of any political committee to solic	on for the purpose of soliciting contributions or for					
NAME OF COMMITTEE (In Full)							
Friends of Patrick Murphy							
Full Name (Last, First, Middle Initial) Lexis Nexis	Date of Disbursement						
Mailing Address 6601 Park Of Commerce Blvd		12 13 2016					
City Boca Raton St	ale Zip Code 33487-8247	FEC Identification Number					
Purpose of Disbursement Software							
Candidate Name	Category. Type	Amount of Each Disbursement this Period 613.00					
Senate P	Office Sought: House Disbursement For: 2016 Senate Primary General Other (specify)						
Full Name (Last, First, Middle Initial) Maloney, Trevor		Date of Disbursement					
Mailing Address 422 34Th St		12 30 2016					
City SI West Palm Beach FI	ate	FEC Identification Number					
Purpose of Disbursement Payroll							
Candidate Name	Category, Type	Amount of Each Disbursement this Period 807.13					
President O		Transaction ID: VPE7JA4GSR0					
State: District:							
Full Name (Last, First, Middle Initial) Mastermailer Inc		Date of Disbursement					
Mailing Address 3700 N 29Th Ave Ste 203		12 03 2016					
City St Hatlywood Fl	ate Zip Code 33020-1019	FEC Identification Number					
Purpose of Disbursement Printing		Amount of Each Disbursement this Period					
Candidate Name	1747.63						
Office Sought: House Disbursem Senate President O	Transaction ID: VPE7JA4FKP3						
State: District:							
SUBTOTAL of Disbursements This Page (optional)		3167.76					
TOTAL This Period (last page this line number only)	_						

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Any information copie commercial purposes	ed from such Reports a s, other than using the r	nd Statemen name and ad	ls may not dress of an	be sold or used by political comm	by any per ittee to soli	son for It cit contri	ne purpose of soliciting contributions or for butions from such committee.
NAME OF COMMITT	EE (in Full)			<del></del>			
Friends of P	atrick Murphy	•					
Full Name (Last, Mesner, Amy, ,	First, Middle Initial)						Date of Disbursement
Mailing Address	2800 N Ocean Dr Apt A15C						11 30 2016
City Riviera Beach		St	ate	Zip Code 33404-3228			FEC Identification Number
Purpose of Disb	ursement					T	C  Amount of Each Disbursement this Period
Candidate Name			<del></del>		Categor	<i>,</i>	
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#### FOR LINE NUMBER: PAGE 20 30 SCHEDULE B (FEC Form 3) Use separate schedule(s) (check only one) ITEMIZED DISBURSEMENTS for each category of the **17** П18 **∏**19a ☐ 19b **Detailed Summary Page** □20a П20ъ □ 20c **1**21 Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee. NAME OF COMMITTEE (In Full) Friends of Patrick Murphy Full Name (Last, First, Middle Initial) **Date of Disbursement** Paychex, Inc. Mailing Address 2801 SW 149Th Ave 11 30 2016 Ste 400 City State Zip Code **FEC Identification Number** 33027-4189 Miramar FL Purpose of Disbursement Payroll Taxes Amount of Each Disbursement this Period Candidate Name Category/ 4606.64 Type Transaction ID: VPE7JA4FKX8 Mouse Disbursement For: 2016 Office Sought: Senate Primary ✓ General President Other (specify) Memo Item State: District: Full Name (Last, First, Middle Initial) **Date of Disbursement** Paychex, Inc. Mailing Address 2801 SW 149Th Ave 16 2016 Ste 400 City State Zip Code **FEC Identification Number** Miramar 33027-4189 **Purpose of Disbursement** Payroll Taxes Amount of Each Disbursement this Period Candidate Name Category/ 1716.72 Type Transaction ID: VPE7JA4FKY6 Office Sought: House Disbursement For: 2016 Senate Primary ☑ General ☐ President Memo Item Other (specify) State: District: Full Name (Last, First, Middle Initial) **Date of Disbursement** Paychex, Inc. Mailing Address 2801 SW 149Th Ave 12 16 2016 Ste 400 City State Zip Code **FEC Identification Number** Miramar 33027-4189 FI Purpose of Disbursement **Payroll Taxes** Amount of Each Disbursement this Period Candidate Name Category/ 76.51 Type Transaction ID: VPE7JA4FKZ4 Disbursement For. 2016 ☐House Office Sought: ☐Senate Primary ✓ General President Other (specify) Memo Item

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SCHEDULE B (FEC Form 3)

ITEMIZED DISBURSEMENTS

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commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.

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#### FOR LINE NUMBER: 30 PAGE 23 SCHEDULE B (FEC Form 3) Use separate schedule(s) (check only one) **ITEMIZED DISBURSEMENTS** for each category of the **17** □ 18 ☐ 19b ☐ 19a **Detailed Summary Page** □ 20a **□20**b ☐20c □21 Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee. NAME OF COMMITTEE (In Full) Friends of Patrick Murphy Full Name (Last, First, Middle Initial) **Date of Disbursement Perkins Coie** Mailing Address 1201 3Rd Ave 12 06 2016 Ste 4900 City State Zip Code **FEC Identification Number** Seattle WA 98101-3095 Purpose of Disbursement Legal Fees Amount of Each Disbursement this Period Candidate Name Category/ 224.00 Type Transaction ID: VPE7JA4FM28 Office Sought: \_]House Disbursement For: 2016 □ Senate Primary ✓ General President Memo Item Other (specify) District: State: Full Name (Last, First, Middle Initial) **Date of Disbursement** Petterson, Eric. . Mailing Address 1953 Doffer Ln 12 30 2016 City Zip Code State **FEC Identification Number** North Palm Beach 33408-3030 **Purpose of Disbursement** Payroll Amount of Each Disbursement this Period Candidate Name Category/ 1053.23 Type Transaction ID: VPE7JA4GTP7 Disbursement For: Office Sought: House 2016 Senate Primary **✓** General President Other (specify) Memo Item District: State: Full Name (Last, First, Middle Initial) **Date of Disbursement** Rhys, Michael, , Mailing Address 4521 Pga Blvd 30 2016 #412 City State Zip Code **FEC Identification Number** Palm Beach Gardens FL 33418-3997 Purpose of Disbursement **Payroll** Amount of Each Disbursement this Period Candidate Name Category 934.86 Type Transaction ID: VPE7JA4FKR9 Disbursement For: 2016 House Office Sought: ☐ Senate □ Primary ✓ General President Memo Item Other (specify) State: District:

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Api 310  City West Palm Beach Purpose of Disbursement   Payroll Candidate Name  Office Sought:   House   Disbursement   Primary   General   Purpose of Disbursement   Primary   General   Purpose of Disbursement   Primary   General   Primary   General   Primary   General   Purpose of Disbursement   Primary   General   Primary	• •	First, Middle Initial)					Date of Disbursement				
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Smith, Helen, .  Mailing Address 4521 Pga Blwd  City Palm Beach Gardens Purpose of Disbursement Payroll Candidate Name  Disbursement For: 2016 Primary General Olistric:  Full Name (Last, First, Middle Initial) Solistice Marketplace Mailing Address PO Box 19199  City Fort Lauderdale Purpose of Disbursement Health Insurance Candidate Name  Disbursement For: 2016 FEC Identification Number  Category' Type  Transaction ID: VPE7 JA4GT J5  Memo Item  Date of Disbursement  Date of Disbursement  Tell Name (Last, First, Middle Initial) Solistice Marketplace  Mailing Address PO Box 19199  City Fort Lauderdale Purpose of Disbursement Health Insurance Candidate Name  Disbursement For: 2016 Senate Primary General Disbursement Inis Period  Category' Type  Transaction ID: VPE7 JA4FM51  Amount of Each Disbursement Inis Period  Category' Type  Office Sought: Disbursement For: 2016 Senate Primary General Disbursement For: 2016 Senate Primary General Memo Item  SubtrotAL of Disbursements This Page (optional)  2835.24	-	Senate President		Primary	✓ General	·	_				
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#### FOR LINE NUMBER: PAGE 28 30 SCHEDULE B (FEC Form 3) Use separate schedule(s) (check only one) for each category of the ITEMIZED DISBURSEMENTS **17** □18 □ 19a **∏**19b **Detailed Summary Page □**20a □ 20b **∏20c ∏21** Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee. NAME OF COMMITTEE (In Full) Friends of Patrick Murphy Full Name (Last, First, Middle Initial) Date of Disbursement Wolf, Josh, , Mailing Address 4521 Pga Blvd 12 16 2016 Ste 412 City State Zip Code **FEC Identification Number** Palm Beach Gardens FL 33418-3997 **Purpose of Disbursement** Payroll Amount of Each Disbursement this Period Candidate Name Category 5268.56 Type Transaction ID: VPE7JA4FKJ1 Office Sought: House Disbursement For: 2016 Senate □ Primary ✓ General President Memo Item Other (specify) District: State: Full Name (Last, First, Middle Initial) Date of Disbursement Wolf, Josh, , Mailing Address 4521 Pga Blvd 30 12 2016 Ste 412 State Zip Code **FEC Identification Number** Palm Beach Gardens FL 33418-3997 Purpose of Disbursement Payroll Amount of Each Disbursement this Period Candidate Name Category/ 5268.57 Type Transaction ID: VPE7JA4GTA2 House Disbursement For: 2016 Office Sought: Senate Primary ✓ General ☐ President Other (specify) Memo Ilem District: State: Full Name (Last, First, Middle Initial) Date of Disbursement **Mailing Address** City State Zip Code FEC Identification Number Purpose of Disbursement Amount of Each Disbursement this Period Candidate Name Category/ Type Transaction ID: Disbursement For: Office Sought: House □Senate Primary ☐ General President Other (specify) Memo Item District: State: 10537.13 SUBTOTAL of Disbursements This Page (optional)

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## SCHEDULE B (FEC Form 3) ITEMIZED DISBURSEMENTS Any information copied from such Reports and

Use separate schedule(s) for each category of the Detailed Summary Page

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NAME OF COMMITTEE (In Full)

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DANA K. MACCALLUM SUPERINTENDENT

HART SENATE OFFICE BUILDING SUITE 232

### United States Senate

OFFICE OF THE SECRETARY

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PHONE(202) 224-0322

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