

BEFORE THE
FEDERAL ELECTION COMMISSION

Jan Barrow

Lakeland, FL 33813

Complainant,

v.

MUR # 7629

Vincent Ross Spano
 P.O. Box 423
 Seffner, FL 33584

Ross Spano for Congress and Robert Phillips, III, Treasurer, in his official capacity
 P.O. Box 423
 Seffner, FL 33584

Respondents.

COMPLAINT

In accordance with 52 U.S.C. § 30109(a)(1), this complaint alleges violations of the Federal Election Campaign Act of 1971, as amended (“FECA”) and Federal Election Commission (“FEC” or “Commission”) regulations by U.S. Representative Vincent Ross Spano of Florida’s 15th congressional district and his principal campaign committee, Ross Spano for Congress (the “Committee”), and its treasurer, Robert Phillips, III, in his official capacity (collectively, “Respondents”).

Public documents reveal that, shortly before the 2018 general election, Rep. Spano may have funneled almost \$180,000 in illegal campaign contributions from two close personal friends to the Committee. In response to allegations about his actions, the Respondents sent a letter to FEC Assistant General Counsel Jeff S. Jordan admitting they may have committed a violation of federal law and regulations. According to the letter and Rep. Spano’s financial disclosure filing with the

OFFICE OF
GENERAL COUNSEL

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Clerk of the U.S. House of Representatives, Rep. Spano accepted “personal loans” from two friends, Cary D. Carreno and Karen Hunt, totaling \$180,000, most of which Rep. Spano then used to loan “personal funds” to the Committee. This scheme appears to have allowed Spano to circumvent federal contribution limits by having these friends make illegal excessive contributions to the Committee disguised as a “personal loan” from himself to the Committee.

Despite admitting to a potential violation of federal law nearly eight months ago, the Committee does not appear to have refunded Carreno and Hunt the excessive portions of their contributions, as federal law requires it to do when a committee discovers it has accepted an illegal contribution. Rep. Spano may have personally taken out a new bank loan to repay Carreno and Hunt, but as of this writing, the Committee has not refunded either donor nor has it filed any paperwork properly disclosing a loan by Rep. Spano from a bank to repay these donors. Given these serious and ongoing violations, the Complainant urges the FEC to immediately investigate these allegations and levy appropriate sanctions against the Respondents.

I. FACTS

Vincent Ross Spano currently represents Florida’s 15th congressional district in the U.S. House of Representatives, serving since January 2019.¹ Rep. Spano has been a barred attorney in the State of Florida for nearly 21 years.² The Committee is his principal campaign committee.³

Cary D. Carreno is the President of the Tampa, Florida-based corporation Alternative Energy Applications Inc.⁴ *Politico* has described Carreno as “a friend of Spano since sixth grade, a onetime legal client of Spano’s, a longtime Spano contributor and a donor to a super PAC helping

¹ Vincent Ross Spano, FEC Form 2, Statement of Candidacy (Feb. 7, 2019), available at <http://docquery.fec.gov/pdf/936/201902079145475936/201902079145475936.pdf>.

² See Fla. Bar, *Member Profile – Vincent Ross Spano*, <https://perma.cc/HME7-2R8A> (last visited June 26, 2019).

³ Ross Spano for Congress, FEC Form 1, Statement of Organization (Feb. 6, 2019), available at <http://docquery.fec.gov/cgi-bin/forms/C00676668/1314585/>.

⁴ See Alternative Energy Applications Inc., *Why Choose Us?* (indicating that Cary D. Carreno is the company’s President), <http://aeafli.com/why-us/> (last visited May 8, 2019).

Spano.”⁵ A spokesperson for Rep. Spano referred to Carreno as “one of [Spano’s] oldest friends” and a trusted personal advisor.⁶ In May 2018, Carreno contributed \$2,700 and \$1,700 to Spano’s campaign for the primary and general elections, respectively.⁷ Reports also describe Karen Hunt, a retiree, as Rep. Spano’s “personal friend[.]”⁸ It also appears that Hunt contributed thousands of dollars to Spano’s primary and general election campaigns in 2018.⁹

Rep. Spano filed his first financial disclosure report required of candidates for federal office on November 3, 2018 (“2018 Financial Disclosure”).¹⁰ In it, Spano indicated that he had received a personal loan from Carreno and was liable to him for an amount between \$15,001 and \$50,000.¹¹ Spano also indicated that he received two personal loans from Hunt and was liable to her for an amount between \$15,001 and \$50,000 for each loan.¹² Further, in a November 30, 2018 letter to the FEC (“Letter”), an attorney representing the Respondents stated that Spano had actually received four “personal loans” totaling \$180,000 from Carreno and Hunt during the 2017-18 federal election cycle, each carrying a five percent per annum interest rate: (1) a \$35,000 loan

⁵ Marc Caputo, *Campaign finance fraud accusations haunt Spano, congressional office*, Politico (Dec. 10, 2018 7:15 AM), <https://www.politico.com/states/florida/story/2018/12/10/campaign-finance-fraud-accusations-haunt-spano-congressional-office-734974>.

⁶ See *id.* (in which Rep. Spano’s spokesperson Sandi Poreda stated, “Cary is one of Ross’s closest friends, and Ross often asks for his opinion or him to weigh in on various matters”).

⁷ Fed. Election Comm’n, *Individual contributions – Cary D. Carreno*, https://www.fec.gov/data/receipts/individual-contributions/?two_year_transaction_period=2018&committee_id=C00676668&contributor_name=cary+carreno&min_date=01%2F01%2F2017&max_date=12%2F31%2F2018 (last visited May 10, 2019).

⁸ Emily Kopp, *Newly Elected Congressman Says He May Have Broken Campaign Finance Law*, Roll Call (Dec. 3, 2018 10:08 AM) (describing Hunt as a retiree), <https://www.rollcall.com/news/politics/newly-elected-congressman-says-may-broken-campaign-finance-law>; William March, *Ross Spano acknowledges possible ‘violation’ of campaign finance law*, Tampa Bay Times (Dec. 1, 2018) (describing Hunt as one of Rep. Spano’s personal friends), <https://www.tampabay.com/florida-politics/buzz/2018/12/01/ross-spano-acknowledges-possible-violation-of-campaign-finance-law/>.

⁹ A retiree named Karen B. Hunt of Plant City, Florida contributed \$2,700 to Ross Spano for Congress for the primary election and \$1,000 for the general election. See Fed. Election Comm’n, *Individual contributions – Karen Hunt*, https://www.fec.gov/data/receipts/individual-contributions/?two_year_transaction_period=2018&committee_id=C00676668&contributor_name=karen+hunt&min_date=01%2F01%2F2017&max_date=12%2F31%2F2018 (last visited May 10, 2019).

¹⁰ Clerk of U.S. House of Representatives, *Financial Disclosure Report – Vincent Ross Spano (2018)* [hereinafter “Spano 2018 Fin. Disclosure”], available at http://clerk.house.gov/public_disc/financial-pdfs/2018/10023479.pdf.

¹¹ See *id.*

¹² See *id.*

from Carreno, dated June 28, 2018; (2) a \$75,000 loan from Carreno, dated October 29, 2018; (3) a \$35,000 loan from Hunt, dated August 9, 2018; and (4) a \$35,000 loan from Hunt, dated October 29, 2018.¹³ The Letter is attached to this complaint as “Exhibit A.”

Both the Letter, and disclosure reports filed by the Committee with the FEC also confirm that Rep. Spano loaned the Committee \$174,500 in personal funds between May and October 2018.¹⁴ Included in this amount are \$27,500 Spano loaned the Committee—just four days after Carreno loaned Spano \$35,000; and \$70,000 Spano loaned the Committee—just two days after Carreno and Hunt loaned Spano a combined \$110,000.¹⁵

The 2018 Financial Disclosure states that Rep. Spano had earned \$72,500 in income during 2018 from his tenure as a state representative in Florida and as president of his law firm, Spano & Woody, P.A.¹⁶ Rep. Spano also reported \$130,800 in earned income during 2017, from both jobs and commission on an insurance contract.¹⁷ He reported assets and “unearned” income totaling no less than \$368,006 and no more than \$845,000, inclusive of a *self-valuation* of his law firm between \$250,001 and \$500,000.¹⁸ In addition to liabilities for the loans acquired from Carreno and Hunt, Rep. Spano also reported a liability between \$100,001 and \$250,000 to a federal loan servicer for student loan debt.¹⁹

¹³ Letter from Elliot S. Berke, Atty. for Ross Spano for Congress, Vincent Ross Spano, Cary Carreno, & Karen Hunt, to Jeff S. Jordan, Asst. Gen'l Counsel, Fed. Election Comm'n (Nov. 30, 2018) [hereinafter “Respondents’ Letter”] (attached as “Exhibit A”).

¹⁴ See *id.*; see also Fed. Election Comm'n, *Receipts* (conducting search for contributions by Vincent Ross Spano to Ross Spano for Congress during the 2017-18 election cycle) [hereinafter “Spano Receipts 2017-18”], https://www.fec.gov/data/receipts/?two_year_transaction_period=2018&data_type=processed&committee_id=C00676668&contributor_name=Vincent+Spano&min_date=01%2F01%2F2017&max_date=12%2F31%2F2018 (last visited May 8, 2019).

¹⁵ Respondents’ Letter, *supra* note 13; Spano Receipts 2017-18, *supra* note 14.

¹⁶ Spano 2018 Fin. Disclosure, *supra* note 10.

¹⁷ *Id.*

¹⁸ *Id.*

¹⁹ *Id.*

The November 30, 2018 Letter stated that Rep. Spano expected that the personal loans totaling \$180,000 would “be repaid in full with interest by the close of the next week.”²⁰ In January 2019, Rep. Spano’s office said that he repaid the personal loans “in full from the sale of [his] law practice.”²¹ However, a month later, a spokesperson for the Committee explained that he “repaid his two friends at the end of 2018 by taking out a bank loan.”²² On May 15, 2019, Rep. Spano filed with the Clerk of the U.S. House of Representatives his 2019 financial disclosure report (“2019 Financial Disclosure”). In his 2019 Financial Disclosure, Rep. Spano reported a new liability between \$100,001 and \$250,000 to Centerstate Bank, and reported that he repaid the money Carreno and Hunt loaned him “in full with appropriate interest in December 2018.”²³

The Letter further states that Respondents “now recognize that some of the proceeds from the personal loans made to [] Spano and the personal loans he made to [his campaign] *may have been in violation of the Federal [Election Campaign] Act . . . and the regulations promulgated thereunder.*”²⁴ According to the Letter, Rep. Spano “believed he was acting in compliance with the law” when he “took out the personal four loans and when [he] made the four loans to [his campaign],” as did Carreno and Hunt when they purportedly executed promissory notes with Spano.²⁵ The Letter also claims that Respondents “have taken several proactive steps to address this matter, including but not limited to engaging [the attorney’s] law firm as counsel, terminating

²⁰ Respondents’ Letter, *supra* note 13.

²¹ Samantha-Jo Roth, *Rep. Spano Starts New Term Under Cloud of Questions*, Spectrum News/News 13 (Jan. 4, 2019 5:52 PM), <https://www.mynews13.com/fl/orlando/politics/2019/01/04/rep--spano-starts-new-term-under-cloud-of-questions>.

²² Steve Contorno, *Ross Spano, facing investigation into 2018 campaign, files for re-election in 2020*, Tampa Bay Times (Feb. 8, 2019), <https://www.tampabay.com/florida-politics/buzz/2019/02/08/ross-spano-facing-investigation-into-2018-campaign-files-for-re-election-in-2020/>.

²³ Clerk of U.S. House of Representatives, Financial Disclosure Report – Vincent Ross Spano (2019) [hereinafter “Spano 2019 Fin. Disclosure”], available at http://clerk.house.gov/public_disc/financial-pdfs/2018/10027229.pdf.

²⁴ Respondents’ Letter, *supra* note 13 (emphasis added and internal citations omitted).

²⁵ *Id.*

prior accountancy, compliance, and relevant consultancy representations, and engaging new accountancy, compliance, and consultancy representations.”²⁶

In December 2018, the Committee’s former treasurer—accountant Jamie Jodoin—denied ever approving the use of “loan proceeds to fund the campaign.” She noted that she “was given checks and the only information [she] received was [that] they were drawn from [Spano’s] personal account.”²⁷

As of July 21, 2019, reports filed with the FEC during the 2017-18 and 2019-20 election cycles show that the Committee has only repaid Rep. Spano \$5,000 of the \$174,500 in funds that he loaned the Committee and the Committee has not repaid Carreno or Hunt directly at all.²⁸ The Committee has also not filed any paperwork disclosing a loan by a bank to Rep. Spano to be used to refund the Committee’s excessive contributions.

II. LEGAL ARGUMENT

Under federal law, a candidate may loan personal funds to their principal campaign committee for the purpose of influencing their election to federal office.²⁹ Although such a loan constitutes a contribution to the campaign subject to reporting requirements,³⁰ a federal candidate

²⁶ *Id.*

²⁷ *Id.*

²⁸ See Fed. Election Comm’n, *Disbursements* (for the 2017-18 election cycle), https://www.fec.gov/data/disbursements/?two_year_transaction_period=2018&data_type=processed&committee_id=C00676668&recipient_name=spano&min_date=01%2F01%2F2017&max_date=12%2F31%2F2018 (last visited June 25, 2019); Fed. Election Comm’n, *Disbursements* (for the 2019-20 election cycle), https://www.fec.gov/data/disbursements/?two_year_transaction_period=2020&data_type=processed&committee_id=C00676668&recipient_name=spano&min_date=01%2F01%2F2019&max_date=12%2F31%2F2020 (last visited June 25, 2019).

²⁹ See 11 C.F.R. § 110.10. A “personal loan” refers to “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.” *Id.* § 116.11(a). In turn, the campaign may repay to the candidate personal loans of up to \$250,000—using contributions to the candidate or the campaign at any time before, on, or after Election Day—so long as the campaign used the loan proceeds in connection with the candidate’s campaign for election. See *id.* § 116.12(a).

³⁰ See *id.* §§ 104.3(a)(3)(vii), 104.3(a)(4)(iv).

may nonetheless contribute *unlimited* personal funds to their campaign.³¹ That being said, if another individual directly loans a candidate money for the purpose of influencing the candidate's election to federal office, the loan does not become part of the candidate's personal funds. Rather, such a loan constitutes a contribution by the individual to the candidate's campaign committee, subject to contribution limits, source restrictions, and reporting requirements under FECA and FEC regulations.³² During the 2017-18 cycle, a person could only contribute \$2,700 per primary election, and \$2,700 per general election, to a single candidate for federal office.³³

Federal law clearly states how to handle excessive or other impermissible contributions that are discovered after they have been accepted and deposited in a committee's account. Specifically, a campaign committee's treasurer is "responsible for examining all contributions received for evidence of illegality" and for determining whether aggregate contributions from the same contributor exceed federal limits or violate source prohibitions imposed under federal law.³⁴ If a treasurer determines—when the committee receives and deposits a contribution—that it does not appear to violate federal contribution limits and source prohibitions, but "later discovers that it is illegal based on new evidence not available to the [] committee at the time of receipt and deposit," the treasurer must refund the contribution to the contributor (if their identity is known) no later than thirty (30) days after discovering its illegality.³⁵ If the contributor's identity is

³¹ *Id.* § 110.10; *see also* Fed. Election Comm'n, Advisory Op. 2010-15 (Pike for Congress) ("Candidates for Federal office may make unlimited expenditures from their personal funds . . . [which] [t]he Commission has interpreted . . . to mean that a candidate may also make unlimited contributions to his or her authorized committee.").

³² *See* 11 C.F.R. §§ 100.52, 101.2(a), 102.7(d); *see also* Fed. Election Comm'n, Advisory Op. 1985-33 (Collins) ("The Act and Commission regulations . . . specifically provide that when a candidate receives a loan for use in connection with her campaign, the candidate receives such a loan as an agent of her authorized committee or committees.").

³³ Fed. Election Comm'n, *Contribution limits for 2017-2018* (Feb. 16, 2017), <https://www.fec.gov/updates/contribution-limits-2017-2018/>.

³⁴ *Id.* § 103.3(b).

³⁵ *Id.* § 103.3(b)(2). Note that "if the political committee does not have sufficient funds to refund the contribution at the time the illegality is discovered, the political committee shall make the refund from the next funds it receives." *Id.*

unknown, then the campaign committee must disgorge the funds to the U.S. Department of Treasury, disclosing the disgorgement in accordance with FEC reporting requirements.³⁶

Here, as reported on the 2018 Financial Disclosure and admitted in the Letter, Rep. Spano's personal friends Cary Carreno and Karen Hunt 'loaned' him \$180,000 during the 2017-18 cycle which Rep. Spano appears to have used to 'personally loan' his campaign tens of thousands of dollars at a time, totaling \$174,500 during the 2017-18 cycle.³⁷ Carreno and Hunt also contributed thousands of dollars to the Committee.³⁸

Respondents' admission of a potential violation of law—and the nature and timeline of events—strongly indicate that Rep. Spano accepted contributions masked as 'personal loans' to him, which he then used to loan to the Committee. Such a scheme, if true, would allow the Respondents to circumvent well-established contribution limits and source restrictions that apply under federal law, as a means of influencing Rep. Spano's election for federal office. Rep. Spano's admission of a potential violation suggests that he accepted these 'personal loans' with an intent to influence his election to Congress, which means they could not be legally considered part of Spano's personal funds that he could have used without limit to contribute to the Committee.³⁹

The Committee's former treasurer claims she was unaware that Rep. Spano's loans to the Committee were derived from money his friends loaned him. However, the Respondents belatedly admitted to the FEC that they "now recognize that some of the proceeds from the personal loans made to Spano and the personal loans he made to [his campaign] may have been in violation" of federal law and regulations.⁴⁰ By admitting to a potential violation of FECA and FEC regulations,

³⁶ See Fed. Election Comm'n, *How to Report Disgorged Contributions*, <https://www.fec.gov/help-candidates-and-committees/filing-reports/disgorged-contributions/> (last visited May 8, 2019).

³⁷ See Spano Receipts 2017-18, *supra* note 14.

³⁸ See *supra* notes 7, 9.

³⁹ See *supra* note 32.

⁴⁰ Respondents' Letter, *supra* note 13.

the Respondents have effectively confessed to the acceptance of illegal contributions under federal law and triggered the requirement to refund those contributions to the original donors (here, Carreno and Hunt) within 30 days.⁴¹ Yet, as of this writing, the Committee has not refunded either donor any of their excessive contribution and all but \$5,000 of the money Rep. Spano loaned his campaign *remains* in the Committee's account.⁴²

It is unclear but Rep. Spano may be taking the position that the Committee did not need to refund Carreno and Hunt because he repaid them using funds from a loan he received from Centerstate Bank in December 2018.⁴³ However, the Committee's obligation under the law is clear: it must refund Carreno and Hunt. In order to use a bank loan obtained by Rep. Spano to finance that refund, the Committee is required to disclose information about the loan on Schedule C-1 in the report, covering the period when the loan was obtained.⁴⁴ The report must also disclose (1) the date, amount, and interest rate of the loan; (2) the name and address of the lender; and (3) the types and value of the collateral or other sources of repayment securing the loan.⁴⁵ Such paperwork and information has not been filed with the FEC as of mid-July 2019. Thus, there is no apparent connection between the personal loan that Rep. Spano says he took out and then paid to Carreno and Hunt the Committee.

In essence, the Committee appears to have accepted \$174,500 in illegal, excessive contributions from Carreno and Hunt, acknowledged it did so in a letter sent to the FEC last November, and yet still has not disgorged the contributions as required under federal law, despite the Letter's duplicitous insinuation that the Respondents somehow innocently violated this very

⁴¹ 11 C.F.R. § 103.3(b)(2).

⁴² See *supra* note 28. The campaign committee refunded the \$5,000 to Rep. Spano back in July 2018, months before the Respondents admitted to this potential violation. *See id.*

⁴³ See Spano 2019 Fin. Disclosure, *supra* note 23; Contorno, *supra* note 22.

⁴⁴ 11 C.F.R. § 104.3(d)(4).

⁴⁵ *Id.*

clear law and actively took steps to rectify it months ago. The Letter considers the admission of a violation of federal law—and so-called “proactive steps” taken since to address the matter—sufficient to mitigate any sanctions the FEC might levy against the Respondents.⁴⁶ But by admitting to a potential violation of federal law, and subsequently failing to disgorge such excessive contributions, the Respondents have effectively responded to their original potential violation by apparently violating another federal law.

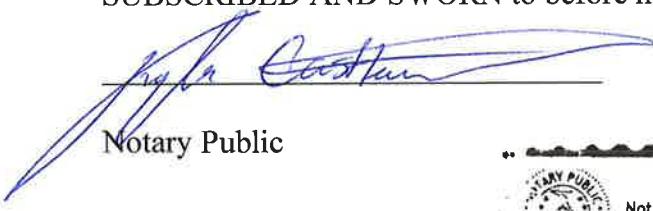
III. REQUESTED ACTION

As explained above, the Respondents appear to have violated federal law by masking contributions well in excess of federal limits as ‘personal loans’ from Rep. Spano to the Committee. This scheme allowed the Respondents to avoid the contribution limits and reporting requirements that apply under FECA and FEC regulations. And despite the Respondents’ admission of a potential violation of federal law, the Committee has appeared to have failed to refund the original donors, Carreno and Hunt, as required by law. We respectfully request that this Commission immediately investigate these apparent violations and that Respondents be enjoined from further violations and be fined the maximum amount permitted by law.

Sincerely,


Jan Barrow

SUBSCRIBED AND SWORN to before me this 3 day of August, 2019.


Notary Public

My Commission Expires:

June 30, 2023



⁴⁶ Respondents’ Letter, *supra* note 13.

Berke | Farah LLP
Attorneys at Law

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November 30, 2018

Jeff S. Jordan, Esq.
Assistant General Counsel
Complaints Examination &
Legal Administration
Office of General Counsel
Federal Election Commission
1050 First Street, NE
Washington, DC 20002

Re: Sua Sponte Submission of Ross Spano for Congress, Ross Spano, Cary Carreno and Karen Hunt

Dear Mr. Jordan,

This letter is submitted by the undersigned counsel on behalf of Ross Spano for Congress (Committee), Ross Spano, Cary Carreno, and Karen Hunt pursuant to the Federal Election Commission (Commission) Statement of Policy Regarding Self-Reporting of Campaign Finance Violations (Sua Sponte Submissions), Notice 2007-8. Ross Spano for Congress is the principal campaign committee of Representative-Elect Ross Spano. We also include Ross Spano, Cary Carreno, and Karen Hunt in their individual capacities as respondents for the sake of completeness.

During Representative-Elect Spano's campaign for Congress for Florida's 15th congressional district, he took out four personal loans (enclosed). The details of the personal loans were as follows:

Date	Source	Amount
6/28/18	Cary Carreno	\$35,000.00
8/9/18	Karen Hunt	\$35,000.00

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9/30/18	Karen Hunt	\$35,000.00
10/29/18	Cary Carreno	\$75,000.00 ¹

All four of the personal loans carried a five percent (5%) per annum interest rate. Representative-Elect Spano reported these loans on his Financial Disclosure Report filed with the Clerk of the House of Representative and the Commission on November 3, 2018. Representative-Elect Spano expects those personal loans to be repaid in full with interest by the close of next week.

All four of the personal loans carried a five percent (5%) per annum interest rate. Representative-Elect Spano reported these loans on his Financial Disclosure Report filed with the Clerk of the House of Representative and the Commission on November 3, 2018. Representative-Elect Spano expects those personal loans to be repaid in full with interest by the close of next week.

Representative-Elect Spano made the following loans to the Committee from his personal funds as was reported on reports filed with the Commission:

<u>Date</u>	<u>Source</u>	<u>Amount</u>
5/3/18	Personal Funds	\$10,000.00
6/30/18	Personal Funds	\$27,500.00
8/8/18	Personal Funds	\$32,000.00
9/30/18	Personal Funds	\$27,500.00
10/29/18	Personal Funds	\$70,000.00

When Representative-Elect Spano took out the personal four loans and when Representative-Elect Spano made the four loans to the Committee, he believed he was acting in full compliance with the law – as did Mr. Carreno and Ms. Hunt when they entered the promissory notes with him – based on the consultations they had at the time. Respondents now recognize that some of the proceeds from the personal loans made to Representative-Elect Spano and the personal loans he made to the Committee may have been in violation of the Federal Campaign Finance Act, 52 U.S.C. § 30101 *et seq.*, and the regulations promulgated thereunder.

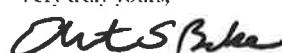
Upon such recognition, the respondents have taken several proactive steps to address this matter, including but not limited to engaging our firm as counsel, terminating prior accountancy, compliance, and relevant consultancy representations, and engaging new accountancy, compliance, and consultancy representations.

In filing this *sua sponte* submission with the Commission today, the respondents seek the advice and recommendations from it to fully address this matter and adopt additional corrective measure.

¹The Promissory Note dated 10/29/18 contained draftsman's error listing the loan amount as "Thirty-Five Thousand Dollars." The parties intended and agree the loan amount was \$75,000.00

Thank you for your consideration, and we look forward to discussing this matter in further detail with the Office of General Counsel.

Very truly yours,



Elliot S. Berke

PROMISSORY NOTE**\$35,000.00****Location: Riverview, Florida
Effective Date: June 28, 2018**

FOR VALUE RECEIVED, the undersigned ("Maker") promises to pay to the order of **Cary Carreno**, an individual ("Holder"), the principal sum of **Thirty-Five Thousand Dollars (\$35,000.00)**. The rights, claims, duties and liabilities of the parties hereto are subject to and controlled by the following terms and conditions:

1. Indebtedness and Repayment.

Holder has agreed to lend Maker a total of **Thirty-Five Thousand Dollars (\$35,000.00)**, payable in monthly installments, with interest at **Five Percent (5%) per annum**, of **One Thousand Dollars (\$1,000.00)**, the first payment to be made on **January 1, 2019** and continuing thereafter until the Note and applicable interest is paid in full.

2. Method and Place of Payment.

Payments of principal and interest shall be made in lawful money of the United States of America at the principal address of the Holder as specified below, or at such other location as she may hereafter designate.

3. Prepayment.

Maker shall have the privilege and option, without penalty or forfeiture, to pay the entire principal amount of this Note or any part thereof, at any time prior to the Maturity Date.

4. Waiver.

Holder shall not be deemed by any act or omission to have waived any right or remedy hereunder unless and only to the extent expressed in a written instrument dated subsequent to the date hereof and executed by Holder, and any such waiver so expressed with respect to a particular event shall not be interpreted as having a continuing effect on or as a waiver of any right or remedy with respect to any subsequent event.

5. Notices.

All notices or other communications required or permitted to be given pursuant to this Note shall be in writing and shall be considered properly given or made if hand delivered or mailed via certified mail or sent by trackable overnight delivery service.

6. Entire Agreement.

This Note and any other document expressly identified herein constitute the entire understanding of the parties with respect to the subject matter hereof, and no amendment,

modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly approved and executed by Maker and Holder.

7. Assignment.

Neither party may sell, transfer or assign the Note or any related loan documents to a third party without the express written consent of the other party.

8. Governing Law and Venue.

This Note, and the application or interpretation thereof, shall be governed exclusively by its terms and by the laws of the State of Florida, without regard to conflicts-of-laws principles. Venue for all purposes shall be deemed to lie exclusively within Hillsborough County, Florida. The parties irrevocably (a) submit to the exclusive jurisdiction of the Circuit Court of Hillsborough County, Florida for the purpose of any suit, action, or other proceeding arising out of this Note, or any of the agreements or transactions contemplated hereby (each, a "Proceeding"), (b) agree that all claims in respect of any Proceeding shall be heard and determined in any such court, (c) waive, to the fullest extent permitted by law, any right to challenge the exclusive jurisdiction of any such court or from any legal process therein, (d) agree not to commence any Proceeding other than in such courts, and (e) waive, to the fullest extent permitted by law, any claim that such Proceeding is brought in an inconvenient forum.

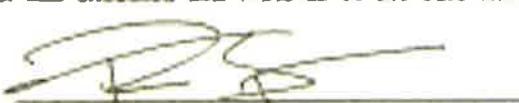
9. Miscellaneous.

No invalidity or unenforceability of any provision of this Note shall affect in any way the validity or enforceability of the remaining obligations or portions hereof or of the Purchase Agreement. Time is the essence of this Note.

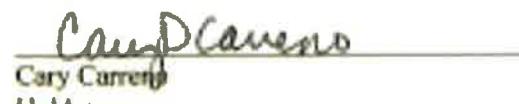
9. Attorney Fees

If the Holder of this Note is required to retain the services of an attorney to enforce the provision of this Note or collect upon the Note, Maker agrees that Holder may seek reimbursement of all attorney fees and related costs made necessary to enforce the Note's terms.

IN WITNESS WHEREOF, the undersigned Maker has executed this Note as of the date first written above.



V. Ross Spano
Maker



Cary Current
Holder

PROMISSORY NOTE**\$35,000.00****Location: Riverview, Florida
Effective Date: August 9, 2018**

FOR VALUE RECEIVED, the undersigned ("Maker") promises to pay to the order of **Karen Hunt, an individual ("Holder")**, the principal sum of **Thirty-Five Thousand Dollars (\$35,000.00)**. The rights, claims, duties and liabilities of the parties hereto are subject to and controlled by the following terms and conditions:

1. Indebtedness and Repayment.

Holder has agreed to lend Maker a total of **Thirty-Five Thousand Dollars (\$35,000.00)**, payable in monthly installments, with interest at **Five Percent (5%)** per annum, of **One Thousand Dollars (\$1,000.00)**, the first payment to be made on **January 1, 2019** and continuing thereafter until the Note and applicable interest is paid in full.

2. Method and Place of Payment.

Payments of principal and interest shall be made in lawful money of the United States of America at the principal address of the Holder as specified below, or at such other location as she may hereafter designate.

3. Prepayment.

Maker shall have the privilege and option, without penalty or forfeiture, to pay the entire principal amount of this Note or any part thereof, at any time prior to the Maturity Date.

4. Waiver.

Holder shall not be deemed by any act or omission to have waived any right or remedy hereunder unless and only to the extent expressed in a written instrument dated subsequent to the date hereof and executed by Holder, and any such waiver so expressed with respect to a particular event shall not be interpreted as having a continuing effect on or as a waiver of any right or remedy with respect to any subsequent event.

5. Notices.

All notices or other communications required or permitted to be given pursuant to this Note shall be in writing and shall be considered properly given or made if hand delivered or mailed via certified mail or sent by trackable overnight delivery service.

6. Entire Agreement.

This Note and any other document expressly identified herein constitute the entire understanding of the parties with respect to the subject matter hereof, and no amendment,

modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly approved and executed by Maker and Holder.

7. Assignment.

Neither party may sell, transfer or assign the Note or any related loan documents to a third party without the express written consent of the other party.

8. Governing Law and Venue.

This Note, and the application or interpretation thereof, shall be governed exclusively by its terms and by the laws of the State of Florida, without regard to conflicts-of-laws principles. Venue for all purposes shall be deemed to lie exclusively within Hillsborough County, Florida. The parties irrevocably (a) submit to the exclusive jurisdiction of the Circuit Court of Hillsborough County, Florida for the purpose of any suit, action, or other proceeding arising out of this Note, or any of the agreements or transactions contemplated hereby (each, a "Proceeding"), (b) agree that all claims in respect of any Proceeding shall be heard and determined in any such court, (c) waive, to the fullest extent permitted by law, any right to challenge the exclusive jurisdiction of any such court or from any legal process therein, (d) agree not to commence any Proceeding other than in such courts, and (e) waive, to the fullest extent permitted by law, any claim that such Proceeding is brought in an inconvenient forum.

9. Miscellaneous.

No invalidity or unenforceability of any provision of this Note shall affect in any way the validity or enforceability of the remaining obligations or portions hereof or of the Purchase Agreement. Time is the essence of this Note.

9. Attorney Fees.

If the Holder of this Note is required to retain the services of an attorney to enforce the provision of this Note or collect upon the Note, Maker agrees that Holder may seek reimbursement of all attorney fees and related costs made necessary to enforce the Note's terms.

IN WITNESS WHEREOF, the undersigned Maker has executed this Note as of the date first written above.


V. Ross Spano
Maker


Karen Hunt
Holder

PROMISSORY NOTE

\$35,000.00

Location: Riverview, Florida
Effective Date: September 30, 2018

FOR VALUE RECEIVED, the undersigned ("Maker") promises to pay to the order of Karen Blunt, an individual ("Holder"), the principal sum of Thirty-Five Thousand Dollars (\$35,000.00). The rights, claims, duties and liabilities of the parties hereto are subject to and controlled by the following terms and conditions:

1. Indebtedness and Repayment.

Holder has agreed to lend Maker a total of Thirty-Five Thousand Dollars (\$35,000.00), payable in monthly installments, with interest at Five Percent (5%) per annum, of One Thousand Dollars (\$1,000.00), the first payment to be made on January 1, 2019 and continuing thereafter until the Note and applicable interest is paid in full.

2. Method and Place of Payment.

Payments of principal and interest shall be made in lawful money of the United States of America at the principal address of the Holder as specified below, or at such other location as she may hereafter designate.

3. Prepayment.

Maker shall have the privilege and option, without penalty or forfeiture, to pay the entire principal amount of this Note or any part thereof, at any time prior to the Maturity Date.

4. Waiver.

Holder shall not be deemed by any act or omission to have waived any right or remedy hereunder unless and only to the extent expressed in a written instrument dated subsequent to the date hereof and executed by Holder, and any such waiver so expressed with respect to a particular event shall not be interpreted as having a continuing effect on or as a waiver of any right or remedy with respect to any subsequent event.

5. Notices.

All notices or other communications required or permitted to be given pursuant to this Note shall be in writing and shall be considered properly given or made if hand delivered or mailed via certified mail or sent by trackable overnight delivery service.

6. Entire Agreement.

This Note and any other document expressly identified herein constitute the entire understanding of the parties with respect to the subject matter hereof, and no amendment,

modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly approved and executed by Maker and Holder.

7. Assignment.

Neither party may sell, transfer or assign the Note or any related loan documents to a third party without the express written consent of the other party.

8. Governing Law and Venue.

This Note, and the application or interpretation thereof, shall be governed exclusively by its terms and by the laws of the State of Florida, without regard to conflicts-of-laws principles. Venue for all purposes shall be deemed to lie exclusively within Hillsborough County, Florida. The parties irrevocably (a) submit to the exclusive jurisdiction of the Circuit Court of Hillsborough County, Florida for the purpose of any suit, action, or other proceeding arising out of this Note, or any of the agreements or transactions contemplated hereby (each, a "Proceeding"), (b) agree that all claims in respect of any Proceeding shall be heard and determined in any such court, (c) waive, to the fullest extent permitted by law, any right to challenge the exclusive jurisdiction of any such court or from any legal process therein, (d) agree not to commence any Proceeding other than in such courts, and (e) waive, to the fullest extent permitted by law, any claim that such Proceeding is brought in an inconvenient forum.

9. Miscellaneous.

No invalidity or unenforceability of any provision of this Note shall affect in any way the validity or enforceability of the remaining obligations or portions hereof or of the Purchase Agreement. Time is the essence of this Note.

9. Attorney Fees

If the Holder of this Note is required to retain the services of an attorney to enforce the provision of this Note or collect upon the Note, Maker agrees that Holder may seek reimbursement of all attorney fees and related costs made necessary to enforce the Note's terms.

IN WITNESS WHEREOF, the undersigned Maker has executed this Note as of the date first written above.


V. Ross Spano
Maker


Karen Hunt
Holder

PROMISSORY NOTE

\$75,000.00

Location: Riverview, Florida
Effective Date: October 29, 2018

FOR VALUE RECEIVED, the undersigned ("Maker") promises to pay to the order of Cary Carreno, an individual ("Holder"), the principal sum of Thirty-Five Thousand Dollars (\$75,000.00). The rights, claims, duties and liabilities of the parties hereto are subject to and controlled by the following terms and conditions:

1. Indebtedness and Repayment.

Holder has agreed to lend Maker a total of Thirty-Five Thousand Dollars (\$35,000.00), payable in monthly installments, with interest at Five Percent (5%) per annum, of One Thousand Dollars (\$1,000.00), the first payment to be made on January 1, 2019 and continuing thereafter until the Note and applicable interest is paid in full.

2. Method and Place of Payment.

Payments of principal and interest shall be made in lawful money of the United States of America at the principal address of the Holder as specified below, or at such other location as she may hereafter designate.

3. Prepayment.

Maker shall have the privilege and option, without penalty or forfeiture, to pay the entire principal amount of this Note or any part thereof, at any time prior to the Maturity Date.

4. Waiver.

Holder shall not be deemed by any act or omission to have waived any right or remedy hereunder unless and only to the extent expressed in a written instrument dated subsequent to the date hereof and executed by Holder, and any such waiver so expressed with respect to a particular event shall not be interpreted as having a continuing effect on or as a waiver of any right or remedy with respect to any subsequent event.

5. Notices.

All notices or other communications required or permitted to be given pursuant to this Note shall be in writing and shall be considered properly given or made if hand delivered or mailed via certified mail or sent by trackable overnight delivery service.

6. Entire Agreement.

This Note and any other document expressly identified herein constitute the entire understanding of the parties with respect to the subject matter hereof, and no amendment,

modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly approved and executed by Maker and Holder.

7. Assignment.

Neither party may sell, transfer or assign the Note or any related loan documents to a third party without the express written consent of the other party.

8. Governing Law and Venue.

This Note, and the application or interpretation thereof, shall be governed exclusively by its terms and by the laws of the State of Florida, without regard to conflicts-of-laws principles. Venue for all purposes shall be deemed to lie exclusively within Hillsborough County, Florida. The parties irrevocably (a) submit to the exclusive jurisdiction of the Circuit Court of Hillsborough County, Florida for the purpose of any suit, action, or other proceeding arising out of this Note, or any of the agreements or transactions contemplated hereby (each, a "Proceeding"), (b) agree that all claims in respect of any Proceeding shall be heard and determined in any such court, (c) waive, to the fullest extent permitted by law, any right to challenge the exclusive jurisdiction of any such court or from any legal process therein, (d) agree not to commence any Proceeding other than in such courts, and (e) waive, to the fullest extent permitted by law, any claim that such Proceeding is brought in an inconvenient forum.

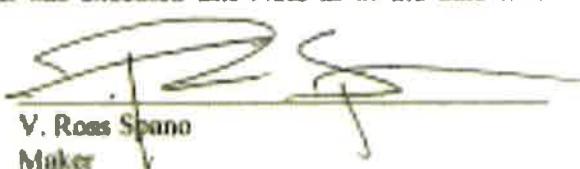
9. Miscellaneous.

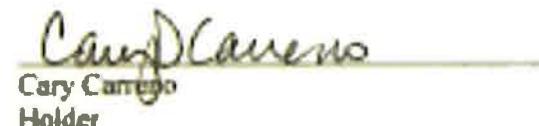
No invalidity or unenforceability of any provision of this Note shall affect in any way the validity or enforceability of the remaining obligations or portions hereof or of the Purchase Agreement. Time is the essence of this Note.

9. Attorney Fees

If the Holder of this Note is required to retain the services of an attorney to enforce the provision of this Note or collect upon the Note, Maker agrees that Holder may seek reimbursement of all attorney fees and related costs made necessary to enforce the Note's terms.

IN WITNESS WHEREOF, the undersigned Maker has executed this Note as of the date first written above.


V. Ross Spano
Maker


Cary Correia
Holder