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OFFICE OF GENERAL COUNSEL

THE PATRIOTS FOUNDATION

April 1, 2020

Lisa J. Stevenson, Esq.
Acting General Counsel
Office of General Counsel
Federal Election Commission
1050 First Street., N.E.
Washington, D.C. 20463

MUR 7726

Re: Complaint Against David Brock and Media Matters for America, *et al*., for Illegal Excessive and Corporate In-Kind Contributions

Dear Ms. Stevenson:

Pursuant to 52 U.S.C. § 30109 and 11 C.F.R. § 111.4, the undersigned hereby files this Complaint with the Federal Election Commission ("FEC" or "Commission") against Media Matters for America ("MMFA"), American Bridge 21st Century Foundation ("AB Foundation"), American Bridge 21st Century PAC ("AB PAC"), Correct the Record PAC ("CTR PAC"), and David Brock (collectively, "Respondents") for violations of the Federal Election Campaign Act of 1971, as amended ("the Act" or "FECA"), and corresponding Commission regulations.

As set forth in more detail below, the named organizational Respondents form an inter-related network of entities created by political operative David Brock that serve the common goal of electing Democrats. Though the entities purport to operate independently from one another, their efforts are coordinated in a manner that results in certain organizations making and/or accepting unreported excessive or illegal in-kind contributions to or from other organizations. This pattern began at least as early as the 2016 presidential election cycle, when CTR PAC admittedly coordinated with presidential candidate Hillary Clinton, and it continues to this day through other Respondents.[1]

In order to fully vindicate the principles of the FECA, Complainant requests that the Commission make appropriate reason to believe findings in connection with these violations, conduct an investigation to determine the full scope of the violations, elicit admissions of the violations from each of the respondents, bar respondents from continuing the illegal activities, and collect civil penalties in amounts commensurate with the gravity of these serious ongoing violations.

Factual Background

David Brock is a Democratic political operative who has established and oversees a collection of inter-related entities that share the common goal of helping to elect Democratic candidates. In August 2003, Brock established MMFA as an incorporated, tax-exempt Section 501(c)(3) organization.[2] In its Form 1023, Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code, MMFA represented to the IRS that it was:

> [E]stablished to identify occurrences of excessive bias in the American media, educate the public as to their existence, and work with members of the media to reduce them in order to ensure that the public receives news coverage and information that is not only accurate but free from domination by a particular world view.[3]

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[1] It appears that CTR PAC has been essentially dormant since the 2016 election, and it filed a report requesting termination on December 4, 2019. *See* CTR PAC Termination Report (Dec. 4, 2019) (attached as Exhibit 1). However, consistent with Commission procedure, Complainant requests that the Commission deny CTR PAC's request for termination and require that the committee continue to file disclosure reports, until this matter has been resolved. *See* Commission Guidance, "Terminating a Committee," *available at* https://www.fec.gov/help-candidates-and-committees/terminating-a-committee.

[2] *See* Articles of Incorporation, Media Matters for America (Aug. 14, 2003) (attached as Exhibit 2); Media Matters for America, Letter 1045 (June 8, 2004) (attached as Exhibit 3).

[3] Media Matters, Form 1023, Application for Recognition of Exemption Under Section 501(c)(3), Attachment to Part II, Question 1, Narrative Statement, Background (attached as Exhibit 4).

MMFA also represented to the IRS that it would ***not*** "intervene in any way in political campaigns, including the publication or distributions of statements."[4] Neither representation was ever true. In fact, before the 2016 presidential election, even MMFA's own staff admitted that the organization's activity focused on assisting Hillary Clinton's campaign for election. As the New Republic reported,

> In our numerous conversations with past Media Matters staff, there was a consensus that in the lead-up to Clinton's announcement of her candidacy in 2015, the organization's priority shifted away from the mission stated on its website—'comprehensively monitoring, analyzing, and correcting conservative misinformation'—and towards running defense for Clinton.[5]

While MMFA's misrepresentations to the IRS and abuse of its tax-exempt status are not within the FEC's jurisdiction, they provide essential context for MMFA's violations of the FECA. Specifically, MMFA took direction from, and performed at least some of its work in coordination with, the Clinton campaign. As an entity that raises and spends nonfederal funds, any such work necessarily yielded impermissible in-kind contributions. A July 2015 campaign strategy memorandum to Clinton from senior staff highlighted the campaign's strategy of "Work[ing] with MMFA to highlight examples of when the press won't cover the same issues with Republicans."[6] According to media reports, on January 5, 2016 a Clinton press secretary informed another Clinton staffer that "Media Matters is ready to push back on a Vanity Fair article about [Clinton campaign vice chair] Huma Abedin."[7] The press secretary's email explained, "We have MMFA, CTR, and core surrogates lined up, which we

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[4] *Id.* at Part II, Activities and Operational Information, pg. 4.

[5] Clio Chang and Alex Shephard, *What Happens to Media Matters in a Post-Hillary World?*, THE NEW REPUBLIC (Dec. 19, 2016), https://newrepublic.com/article/139385/happens-media-matters-post-hillary-world.

[6] *See* Memorandum For Hillary Rodham Clinton (July 25, 2015) (attached as Exhibit 5).

[7] Alex Pfeiffer, *Clinton Campaign Planned to Work With Media Matters, Leaks Reveal*, DAILY CALLER (Nov. 4, 2016), https://www.dailycaller.com/2016/11/04/clinton-campaign-worked-with-media-matters-leaks-reveal.

can expand on tomorrow."[8] MMFA quickly confirmed the veracity of this claim when it published an article on its website the following day.[9]

MMFA's partisan work supplements the work of AB PAC, a Super PAC founded by Brock in 2010 to help elect Democrats. Of the $20,460,398 AB PAC collected for the 2018 election cycle, very little was spent actually helping candidates: $13,864,849 was spent on salaries; close to $3 million was spent on administrative costs; and over $1.5 million was spent on consultants.[10] Using its Washington, D.C.-based researchers and staffers across the nation, AB PAC "sought to track every utterance of every major GOP candidate."[11]

During the 2016 presidential election, Brock claimed that AB PAC remained independent of both the Clinton campaign and CTR PAC so that it could make independent expenditures in support of Clinton. However, he continued to collect a salary from both PACs, and disclosure reports show that the committees shared at least seven overlapping staff members at various times during 2016.[12] Moreover, AB PAC reported making in-kind disbursements to CTR PAC in 2016.[13]

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[8] *Id.*
[9] *See* Brennan Suen, *Vanity Fair's Huma Abedin Hit Piece By The Numbers*, MEDIA MATTERS FOR AMERICA (Jan. 6, 2016), https://www.mediamatters.org/hillary-clinton/vanity-fairs-huma-abedin-hit-piece-numbers.
[10] *Is David Brock's Super PAC A Bridge To Nowhere?*, PEOPLE'S VOICE RADIO (March 22, 2019), https://peoplesvoiceradio.com/is-david-brocks-superpac-a-bridge-to-nowhere.
[11] Evan Halper, *David Brock, A Clinton Enemy From The '90s, Is Now Integral To Hillary's Run*, LA TIMES (July 7, 2015), https://www.latimes.com/nation/la-na-clinton-david-brock-20150707-story.html.
[12] These employees are: Emma Beckerman (September – November 2016); David Brock (April – November 2016); Elliot Fink (April – July 2016); Michelle Morgan (April – August 2016); Daniel Shelton (April – November 2016); Kristen VanPutten (August – November 2016); Tania Wieck (June – November 2016). Seven other employees appear to have left CTR after the November 2016 election and were paid by American Bridge in December: Anthony Baker, Rachel Bunn, Kevin Donohoe, Sean England, Elizabeth Price, Joseph Wiley, and Benjamin Williams. This list was compiled by comparing FEC data from all reports filed between the Second Quarter and Year-End of 2016 for AB PAC and CTR PAC.
[13] *See, e.g.*, AB PAC Year-End Report, at 141 (June 15, 2017) (attached as Exhibit 6).

AB Foundation is the Section 501(c)(4) advocacy arm of AB PAC. AB Foundation is a major donor to AB PAC, donating roughly $5.9 million in 2017-2018. In addition, AB Foundation and AB PAC share staff, office space and equipment such as computers and printers, and AB Foundation regularly reimburses AB PAC for these expenses. AB Foundation explained in its application for tax-exempt status, that it "shares some resources, facilities, and employees with American Bridge 21st Century, a section 527 organization registered with, and reporting to, the Federal Election Commission."[14] AB Foundation also represented to the IRS that "[t]he two entities have entered into a cost-sharing agreement to allocate shared overhead costs so that neither entity is financially supporting the activities of the other."[15] This formal cost-sharing arrangement was especially a concern because the two organizations share space, and also "share one overlapping director, David Brock, and they have overlapping officers."[16]

Notwithstanding these representations to the IRS, since at least 2015, AB Foundation has acknowledged in audited financial statements that it does "not have a formal agreement relating to the allocation of expenses between the two entities."[17] Instead, "allocations were made based on management and budget estimates."[18] Pursuant to these estimated allocations, AB Foundation transferred $2,906,053 to AB PAC "for salary, rent and other expenses" in 2015.[19] In 2016, however, AB Foundation transferred only $720,000 to AB PAC "for salary, rent and other expenses,"[20] and claimed to still owe AB

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[14] American Bridge 21st Century Foundation, Form 1024, Application For Recognition Of Exemption Under Section 501(a), Part II, Activities and Operational Information, at pg. 3 (attached as Exhibit 7).
[15] *Id.*
[16] *Id.* at Form 1024 Part II, Activities and Operational Information, at pg. 3 and at Attachments, Part II, Line 14.
[17] American Bridge 21st Century Foundation, 2015 Financial Statements at pg. 9 (attached as Exhibit 8).
[18] *Id.*
[19] *Id.*
[20] American Bridge 21st Century Foundation, 2016 Financial Statements at pg. 9 (attached as Exhibit 9).

PAC $1,005,603 at the end of 2016.[21] In 2017, AB Foundation's transfer to AB PAC rose to $4,529,000 "for salary, rent and other expenses."[22] And, at the end of 2017, AB Foundation still owed $695,620 to AB PAC.[23] In 2018, AB Foundation transferred $3,305,000 to AB PAC "for salary, rent and other expenses," but still owed AB PAC an additional $1,455,745 as of December 31, 2018.[24]

CTR PAC is a super PAC that was created as an offshoot of AB PAC to support the 2016 presidential candidacy of Hillary Clinton. In May 2015, CTR PAC purported to separate from AB PAC and became its own entity. CTR PAC acknowledged from the outset that it coordinated with the Clinton campaign during the 2016 presidential election, and claimed this was permissible because none of CTR PAC's communications were "public communications," and thus fell within the Commission's internet exemption.[25] However, many of CTR PAC's disbursements cannot be categorized as "communications" at all (*e.g.*, costs for polling).[26]

The Brock-related entities discussed above are part of a coordinated effort to influence elections. They all work together from the same offices at 455 Massachusetts Avenue, NW in Washington, DC, and some of the organizations also share staff. For example, despite AB PAC's asserted independence during the 2016 presidential election, disclosure reports show AB PAC employed at least seven individuals simultaneously with

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[21] *Id.*
[22] American Bridge 21st Century Foundation, 2017 Financial Statements at pg. 9 (attached as Exhibit 10).
[23] *Id.*
[24] American Bridge 21st Century Foundation, 2018 Financial Statements at pg. 12 (attached as Exhibit 11).
[25] Matea Gold, *How A Super PAC Plans To Coordinate Directly With Hillary Clinton's Campaign*, WASH. POST (May 12, 2015), https://www.washingtonpost.com/news/post-politics/wp/2015/05/12/how-a-super-pac-plans-to-coordinate-directly-with-hillary-clintons-campaign.
[26] *See* Correct The Record, 2015-2016 Processed Disbursements, "Polling", *available at* https://www.fec.gov/data/disbursements/?committee_id=C00578997&two_year_transaction_period=2016&data_type=processed&disbursement_description=polling.

CTR PAC (which existed to coordinate with the Clinton campaign) during the 2016 election.[27]

Brock also fundraises and strategically plans collectively for all of the entities. In January 2017, Brock held a "Democracy Matters" conference in Florida over Trump's inauguration weekend. About 150 large Democratic donors and activists attended at south Florida's Turnberry resort. The agenda was highly partisan and focused on election-related topics.[28] According to the *Washington Post*, Brock's speech was a centerpiece of the conference which reportedly "had been billed as a conversation on how to 'kick Donald Trump's a--.'"[29] The conference "began with a 'fire-and-brimstone' (his words) speech by Keith Olbermann and ended with 'community building' over bocce ball."[30] Brock's written presentation, titled "Democracy Matters: Strategic Plan for Action," discussed an integrated plan for using his organizations, including the organizational Respondents, to elect Democrats and beat Donald Trump in 2020.[31] The strategic plan was singularly focused on achieving election-related results, noting that in 2016 "[t]ogether, we won the popular vote and we picked up seats in the Senate and the House."[32] Referencing his organization's work on behalf of Hillary Clinton, Brock explained his observations of past failures, and how his organizations collectively could help Democrats win:

> The progressive infrastructure groups we've built together were started long before Hillary Clinton ran for president. They were always intended to be the first line of defense—an offense—when we are under siege.

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[27] *See* note 12, *supra*.
[28] *See* Democracy Matters, Conference Agenda, (attached as Exhibit 12).
[29] David Weigel, *Democratic Donors Plot the Future – Out-thinking the Right*, WASH. POST (Jan. 21, 2017), https://www.washingtonpost.com/politics/democratic-donors-plot-the-future--out-thinking-the-right/2017/01/21/6d0d14ea-df5f-11e6-ad42-f3375f271c9c_story.html.
[30] *Id.*
[31] Democracy Matters, Strategic Plan For Action (attached as Exhibit 13); *see also* Kenneth Vogel, *Dems Jockey For Big Money Control*, Politico (Jan. 18, 2017), https://www.politico.com/story/2017/01/democrats-liberals-money-david-brock-233786.
[32] Democracy Matters, Strategic Plan For Action, at pg. 1.

If we keep fighting, our groups will last, we will continue to build for the future—and we will win again.

* * *

We will apply lessons learned.

Generally speaking and simply put, Democrats got clobbered in the digital space.

Digital programs—both tactical and messaging—failed to actively listen to and engage the online grassroots universe.

The Trump camp spoke effectively to the grassroots and relied on online channels to disseminate information and misinformation and influence the media, even getting fake stories onto cable TV.

And the right colonized Facebook, which has established a virtual monopoly on information distribution.

Our digital efforts were largely focused on changing the narrative with the traditional media versus voters. This worked to a point but wasn't enough in the face of a news media incentivized by profit and access and fearful of intimidation and bullying by the Trump forces.

We will fully adapt to the new reality, and we will win.[33]

As discussed in more detail, these inter-related activities have resulted in multiple and ongoing instances of uncompensated and unreported in-kind contributions between Brock's organizations.

Law

FECA defines a "contribution" to include "anything of value made by any person for the purpose of influencing any election for Federal office." 52 U.S.C. § 431(8)(A)(i); *see also* 11 C.F.R. § 100.52(a). "Anything of value" includes "the provision of any goods or services without charge or at a charge that is less than the usual and normal charge for such goods or services." 11 C.F.R. § 100.52(d)(1). In-kind contributions are defined as,

[33] Democracy Matters, Strategic Plan For Action, at pgs. 1-2.

inter alia, expenditures by any person, "in concert, consultation, or concert with, or at the request or suggestion of, a candidate his authorized political committees, or their agents...." 52 U.S.C. § 30116(a)(7)(B)(i). *See also Buckley v. Valeo*, 424 U.S. 1,46-47 (1976). In-kind contributions result when goods or services are provided without charge or at less than the usual and normal charge. 11 C.F.R. § 100.52(d). Further, when a person or entity pays for services on the committee's behalf, the payment is an in-kind contribution. *See, e.g.*, 11 C.F.R. § 106.4(b) (describing circumstances in which non-connected committee's purchase of poll results to make expenditures and candidate committee's subsequent acceptance of poll results is in-kind contribution to that candidate committee); Advisory Opinion 2011-14 (Utah Bankers Association) at 4 n.3 (noting that coordinated expenditures are "in-kind contributions to the candidates with whom they are coordinated.") 11 C.F.R. § 109.20(b)); Campaign Guide for Nonconnected Committees at 25, available at https://www.fec.gov/resources/cms-content/documents/nongui.pdf ("a committee makes an in-kind contribution when it: Pays for consulting, polling or printing services provided to a candidate committee.").

Expenditures for "coordinated communications" are addressed under a three-prong test. 11 C.F.R. § 109.21. A communication is coordinated and treated as an in-kind contribution when: (1) it is paid for by someone other than a candidate, a candidate's authorized committee, a political party committee, or the authorized agents of either (the "payment prong"); (2) it satisfies one of five content standards (the "content prong"); and (3) it satisfies one of five conduct standards (the "conduct prong"). 11 C.F.R. §§ 109.21(a)-(d). A sixth conduct standard describes how the other conduct standards apply when a communication republishes campaign materials. *See* 11 C.F.R. § 109.21(d)(6). A communication must satisfy all three prongs to be a "coordinated communication."

Other types of coordinated expenditures (*i.e.*, those that are not communications) are addressed under 11 C.F.R. § 109.20(b). The Commission has explained that section 109.20(b) applies to "expenditures that are not made for communications but that are coordinated with a candidate, authorized committee, or political party committee." Coordinated and Independent Expenditures, 68 Fed. Reg. 421,425 (Jan. 3,2003) ("2003 Coordination E & J"); *see also* Advisory Opinion 2011-14 (Utah Bankers Association).

Political committees must report all contributions, including in-kind contributions. 11 C.F.R. §§ 104.3(a)(4), 104.13(a)(1). Further, in-kind contributions are subject to amount and source limitations under the Act. *See* 52 U.S.C. § 30116(a)(1)(A) and 11 C.F.R. § 110.1(a) and (b)(1). Any person who is otherwise prohibited from making contributions to candidates under the Act or Commission regulations is prohibited from making an in-kind contribution in the form of paying for a coordinated communication or coordinated expenditure; similarly, in-kind contributions from permissible sources are subject to the Act's contribution limits. *See* 52 U.S.C. §§ 30116(f), 30118(a) (prohibiting the acceptance of corporate contributions).

Violations

The Brock-related organizational Respondents in this matter work in tandem to achieve the common goal of electing Democrats to office. Brock provides a vital common thread among the entities, allowing them to coordinate and share the resources and work product produced across the entities, many times without cost. This collaboration is facilitated by sharing common office space[34] and staff.[35]

Publicly available information establishes that, as a result of these arrangements, there are multiple and ongoing instances of uncompensated in-kind contributions being made from one Brock-related entity to another, and, at times, to other political committees (most notably the 2016 Hillary Clinton presidential campaign). Specific instances are detailed below so that the Commission may take action to rectify the resulting violations and end the Respondents blatant disregard for the law. Further, we request that the Commission conduct an investigation to determine the true scope of the impermissible interactions between and by the Brock-related entities.

(1) Media Matters for America made in-kind contributions to the Clinton Campaign, Correct the Record PAC and/or American Bridge PAC.

As established above, during the 2016 election, MMFA provided in-kind media services to the Clinton campaign without charge. 52 U.S.C. § 30116(a)(7)(B); 11 C.F.R. § 109.20. *See also Buckley v. Valeo*, 424 U.S. 1,46-47 (1976). As set forth above, in January 2016, MMFA coordinated with the Clinton campaign to "push back on a Vanity Fair article about Huma Abedin" by providing staff to act as surrogates for Clinton in defending her against the story.[36] In another instance, staff from the Clinton campaign acknowledged in internal campaign communications that they were "[w]ork[ing] with MMFA to highlight examples of

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[34] *See David Brock's Media Matters Allegedly Hid Income From IRS For Years*, FREE REPUBLIC (March 14, 2017), https://www.freerepublic.com/focus/news/3534632/posts?page=23.

[35] *See* note 12, *supra*.

[36] Lee Fang and Andrew Perez, *Hacked Emails Prove Coordination Between Clinton Campaign And Super PACs*, THE INTERCEPT (Oct. 18, 2016) ("In November 2015 Reynolds emailed a list of agenda items for an upcoming campaign meeting. High on the list: determining how to frame Bernie Sanders, and whether attacks on Republicans "should go through HRC, surrogates, DNC, CTR," another reference to Correct the Record"), https://theintercept.com/2016/10/18/hillary-superpac-coordination; *see also* Agenda for Thursday Meeting, from creynolds@hillaryclinton.com (Nov. 3, 2015) (attached as Exhibit 14).

when the press won't cover the same issues with Republicans."[37] Notwithstanding the services that MMFA provided to the Clinton campaign, Clinton's campaign committee reported no disbursements to compensate MMFA for its services. As a result, MMFA made prohibited corporate in-kind contributions to the Clinton campaign which the Clinton campaign nether reimbursed nor reported. *See* 52 U.S.C. § 30118(a).

Further, given MMFA's coordination with the Clinton campaign, its steadfast focus on undertaking activities designed to help get Hillary Clinton elected, and its shared office and goals with AB PAC and CTR PAC, it is reasonable to infer that MMFA provided similar uncompensated services to AB PAC and CTR PAC at least during the 2016 election. Therefore, the Commission should find that AB PAC and CTR PAC have violated the Act's reporting provisions at 52 U.S.C. § 30104 by failing to report any uncompensated services received from MMFA and conduct an investigation to determine the amount of such services.

(2) AB Foundation may have made unreported in-kind contributions to AB PAC and AB PAC misreported its activity.

As noted above, AB PAC and AB Foundation share expenses, including expenses for office space, employee salary costs, and other resources. However, since at least 2015, these expenses have apparently not been allocated based on actual costs, but instead are based on "budget estimates."[38] On the basis of these "budget estimates," AB Foundation has transferred millions of dollars to AB PAC, as detailed above, while also reporting

[37] *See* Alex Pfeiffer, *Clinton Campaign Planned to Work With Media Matters, Leaks Reveal*, DAILY CALLER (Nov. 4, 2016), https://www.dailycaller.com/2016/11/04/clinton-campaign-worked-with-media-matters-leaks-reveal.

[38] American Bridge 21st Century Foundation, 2015 Financial Statements at pg. 9 ("allocations were made based on management and budget estimates.").

that it owes significant additional amounts to AB PAC.[39] To the extent that AB Foundation's reimbursements to AB PAC are based on estimates and not actual costs, the amounts are not accurate. If AB Foundation's actual shared costs are higher than those allocated, AB Foundation made unreported in-kind contributions to AB PAC. If AB Foundation's actual shared costs are lower than those allocated, AB PAC subsidized AB Foundation's costs without properly reporting those disbursements. Under any circumstance, AB PAC's disclosure reports do not accurately disclose its activity as required by 52 U.S.C. § 30104.

(3) CTR PAC and AB PAC made impermissible unreported in-kind contributions to Hillary for America.

It is well established that CTR PAC systematically coordinated its activities with the Clinton campaign.[40] From its first week of existence as a "separate" entity CTR PAC consistently stated that the entirety of its work would serve the purpose of benefiting Clinton and be coordinated with her campaign.[41] Brock publicly explained the "coordinated status" of CTR PAC and described CTR PAC as "a surrogate arm" of the Clinton campaign.[42] Brock contended that such coordination was permissible because CTR PAC did not intend to engage in any "public communications" on behalf of Clinton. Notwithstanding Brock's claim, the services that CTR PAC provided to the Clinton campaign were not restricted to communications, and included travel, fundraising, general

[39] *See* notes 17 – 24 and accompanying text, *supra*.
[40] *See generally* MURs 6940, 7097, 7146, 7160, 7193 (Correct the Record).
[41] *See* Matea Gold, *How a super PAC plans to coordinate directly with Hillary Clinton's campaign*, WASH. POST (May 12, 2015), https://www.washingtonpost.com/news/post-politics/wp/2015/05/12/how-a-super-pac-plans-to-coordinate-directly-with-hillary-clintons-campaign/.
[42] *David Brock: Clinton Campaign Allowed Her Image "To Be Destroyed"*, POLITICO'S OFF MESSAGE PODCAST (Dec. 12, 2016), available at https://podcasts.apple.com/us/podcast/david-brock-clinton-campaign-allowed-her-image-to-be/id987591126?i=1000378857971. *See also* MURs 6940,7097,7146,7160 & 7193.

consulting, staff salary, and overhead.[43] Any services that CTR PAC provided to the Clinton campaign that are not related to exempt communications are reportable in-kind contributions that must comply with the limits and prohibitions of the Act.[44] Accordingly, CTR PAC made prohibited in-kind contributions to the Clinton campaign in violation of the FECA.

Further, though AB PAC claimed to remain fully independent of the Clinton campaign so that it could make "independent expenditures" in support of Clinton during the 2016 election, it appears that AB PAC did not operate independently from CTR PAC, which openly coordinated with Clinton's campaign. David Brock remained heavily involved in both organizations during the 2016 election and received salary from each PAC throughout the 2016 election cycle. In addition to Brock, at least 6 additional employees received simultaneous salary payments from both AB PAC and CTR PAC at some time during the period of April through November 2016. And AB PAC reported receiving in-kind contributions from CTR PAC in 2016. This sharing of staff with an entity that openly coordinated with the Clinton campaign provides reason to believe that AB PAC's pro-Clinton advertising could not have been independent, and that AB PAC made prohibited in-kind contributions to the Clinton campaign in violation of the FECA.

In addition, it appears that AB PAC provided free research services to campaign committees so that the campaigns themselves would not have to pay for their own research.

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[43] *See generally* MURs 6940, 7097, 7146, 7160, 7193 (Correct the Record).

[44] The Commission split with regard to this issue in a previous enforcement matter, but a Statement of Reasons issued by the two Republican Commissioners voting against proceeding contained the following "word of caution": "Our conclusion here should not be read as sanctioning close working relationships between Super PACs and the candidates that they support. To the contrary, such relationships might well trigger the Act's coordination provision or violate other provisions of the Act, such as the soft money prohibition at 52 U.S.C. § 30125(e)." MUR 6940, *et al.*, Statement of Reasons of Vice Chairman Matthew S. Petersen and Commissioner Caroline C. Hunter (Aug. 21, 2019).

Former AB PAC president Brad Woodhouse said, "there's no organization that does the level of tracking and research that we do," and explained that neither parties nor campaigns invest in research to the extent of AB PAC.[45] AB PAC is the largest research, video tracking, and rapid response organization in Democratic politics. According to one news report:

> [AB PAC] has become the opposition research hub of the Democratic fundraising apparatus, following Republican candidates on the trail, rooting around their closets for skeletons and furiously pumping out snarky Web videos.
>
> Representatives from the group are in communication daily with the top Democratic independent expenditure committees: Priorities USA, Majority PAC and House Majority PAC.
>
> "Our research helps to inform their polling; their polling helps us decide where we want to do our media hits," said Chris Harris, communications director of American Bridge 21st Century. "Our existence means that they don't have to put trackers out there and they don't have to do research."[46]

Additional findings against AB PAC for making prohibited in-kind contributions to a variety of Democratic candidate campaigns in violation of the FECA, as informed by a thorough investigation to determine the extent of the violations, are also warranted.

Conclusion

Beginning at least as early as the 2016 election, Media Matters for America, Correct the Record, and other Brock-related entities coordinated with the Clinton campaign and each other in a manner that resulted in unreported and impermissible in-kind contributions. Based upon the public information and direct statements by those involved in the

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[45] Michelle Goldberg, *How David Brock Built An Empire To Put Hillary In The White House*, THE NATION (Nov. 25, 2014), https://www.thenation.com/article/archive/how-david-brock-built-empire-put-hillary-white-house.

[46] Janie Lorber, "*American Bridge 21st Century Super PAC Is Hub of Left,*" ROLL CALL, (Feb. 10. 2012), https://www.rollcall.com/news/American-Bridge-21st-Century-Super-PAC-Is-Hub-of-Left-212321-1.html.

Respondents' activities, it is clear that the Respondent entities have engaged in an inter-related campaign to influence elections without adhering to the laws and regulations limiting such activities, including the FECA and the Commission's corresponding regulations. This pattern continues to the present. Complainant requests that the Commission make appropriate findings in connection with these violations, elicit admissions of the violations from each of the respondents, conduct a robust investigation to determine the scope of the alleged violations, bar respondents from continuing the violative activities, and collect civil penalties in amounts commensurate with the gravity of these serious ongoing violations.

Please contact me if you have further questions.

Sincerely,

Craig Robinson
Patriot Foundation
4020 121st Street
Urbandale, IA 50323

Amanda Bacon

NOTARIAL SEAL IOWA
AMANDA BACON
Commission Number 816086
My Commission Expires
3/28/22

VERIFICATION

The complainant listed below hereby verifies that the statements made in the attached complaint are, upon information and belief, true.

Sworn pursuant to 18 U.S.C. § 1001.

Craig Robinson
Patriots Foundation

Sworn to and subscribed before me this 3rd day of April 2020.

Notary Public

NOTARIAL SEAL
IOWA
AMANDA BACON
Commission Number 816086
My Commission Expires
3/28/22

Exhibit 1

FEC FORM 3X

REPORT OF RECEIPTS AND DISBURSEMENTS
For Other Than An Authorized Committee

Office Use Only

1. NAME OF COMMITTEE (in full) **TYPE OR PRINT ▼** Example: If typing, type over the lines. 12FE4M5

Correct the Record

ADDRESS (number and street) 455 Massachusetts Ave NW

Ste 660

☐ Check if different than previously reported. (ACC)

Washington DC 20001 –

CITY ▲ STATE ▲ ZIP CODE ▲

2. **FEC IDENTIFICATION NUMBER ▼**

C C00578997

3. IS THIS REPORT ☐ NEW (N) **OR** ☐ AMENDED (A)

4. **TYPE OF REPORT** (Choose One)

(a) Quarterly Reports:

- ☐ April 15 Quarterly Report (Q1)
- ☐ July 15 Quarterly Report (Q2)
- ☐ October 15 Quarterly Report (Q3)
- ☐ January 31 Year-End Report (YE)
- ☐ July 31 Mid-Year Report (Non-election Year Only) (MY)
- ☒ Termination Report (TER)

(b) Monthly Report Due On:

☐ Feb 20 (M2)	☐ May 20 (M5)	☐ Aug 20 (M8)	☐ Nov 20 (M11) (Non-Election Year Only)
☐ Mar 20 (M3)	☐ Jun 20 (M6)	☐ Sep 20 (M9)	☐ Dec 20 (M12) (Non-Election Year Only)
☐ Apr 20 (M4)	☐ Jul 20 (M7)	☐ Oct 20 (M10)	☐ Jan 31 (YE)

(c) 12-Day **PRE**-Election Report for the: ☐ Primary (12P) ☐ General (12G) ☐ Runoff (12R) ☐ Convention (12C) ☐ Special (12S)

Election on MM / DD / YYYY in the State of

(d) 30-Day **POST**-Election Report for the: ☐ General (30G) ☐ Runoff (30R) ☐ Special (30S)

Election on MM / DD / YYYY in the State of

5. Covering Period 07 / 01 / 2019 through 12 / 06 / 2019

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

Type or Print Name of Treasurer Cohen, Elizabeth, , ,

Signature of Treasurer *Cohen, Elizabeth, , ,* ***[Electronically Filed]*** Date 12 / 04 / 2019

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 52 U.S.C. § 30109.

Office Use Only

SUMMARY PAGE
OF RECEIPTS AND DISBURSEMENTS

FEC **Form 3X** (Rev. 05/2016) Page **2**

Write or Type Committee Name

Correct the Record

Report Covering the Period: From: 07 / 01 / 2019 To: 12 / 06 / 2019

	COLUMN A This Period	COLUMN B Calendar Year-to-Date
6. (a) Cash on Hand January 1, 2019		1461.65
(b) Cash on Hand at Beginning of Reporting Period...........	1456.65	
(c) Total Receipts (from Line 19)............	0.00	0.00
(d) Subtotal (add Lines 6(b) and 6(c) for Column A and Lines 6(a) and 6(c) for Column B)..............	1456.65	1461.65
7. Total Disbursements (from Line 31)..........	1456.65	1461.65
8. Cash on Hand at Close of Reporting Period (subtract Line 7 from Line 6(d))................	0.00	0.00
9. Debts and Obligations Owed **TO** the Committee (Itemize all on Schedule C and/or Schedule D)...............	0.00	
10. Debts and Obligations Owed **BY** the Committee (Itemize all on Schedule C and/or Schedule D)...............	0.00	

☐ This committee has qualified as a multicandidate committee. (see FEC FORM 1M)

For further information contact:

Federal Election Commission
999 E Street, NW
Washington, DC 20463

Toll Free 800-424-9530
Local 202-694-1100

Image# 201912049166155763

DETAILED SUMMARY PAGE
of Receipts

FEC **Form 3X** (Rev. 05/2016)

Write or Type Committee Name

Correct the Record

Report Covering the Period: From: 07 / 01 / 2019 To: 12 / 06 / 2019

I. Receipts	COLUMN A Total This Period	COLUMN B Calendar Year-to-Date
11. Contributions (other than loans) From:		
(a) Individuals/Persons Other Than Political Committees		
(i) Itemized (use Schedule A)	0.00	0.00
(ii) Unitemized	0.00	0.00
(iii) TOTAL (add Lines 11(a)(i) and (ii) ▶	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 Contributions (add Lines 11(a)(iii), (b), and (c)) (Carry Totals to Line 33, page 5) ▶	0.00	0.00
12. Transfers From Affiliated/Other Party Committees	0.00	0.00
13. All Loans Received	0.00	0.00
14. Loan Repayments Received	0.00	0.00
15. Offsets To Operating Expenditures (Refunds, Rebates, etc.) (Carry Totals to Line 37, page 5)	0.00	0.00
16. Refunds of Contributions Made to Federal Candidates and Other Political Committees	0.00	0.00
17. Other Federal Receipts (Dividends, Interest, etc.)	0.00	0.00
18. Transfers from Non-Federal and Levin Funds		
(a) Non-Federal Account (from Schedule H3)	0.00	0.00
(b) Levin Funds (from Schedule H5)	0.00	0.00
(c) Total Transfers (add 18(a) and 18(b))	0.00	0.00
19. Total Receipts (add Lines 11(d), 12, 13, 14, 15, 16, 17, and 18(c)) ▶	0.00	0.00
20. Total Federal Receipts (subtract Line 18(c) from Line 19) ▶	0.00	0.00

DETAILED SUMMARY PAGE
of Disbursements

FEC **Form 3X** (Rev. 05/2016) Page **4**

II. Disbursements	COLUMN A Total This Period	COLUMN B Calendar Year-to-Date
21. Operating Expenditures:		
(a) Allocated Federal/Non-Federal Activity (from Schedule H4)		
(i) Federal Share	0.00	0.00
(ii) Non-Federal Share	0.00	0.00
(b) Other Federal Operating Expenditures	0.00	0.00
(c) Total Operating Expenditures (add 21(a)(i), (a)(ii), and (b)) ▶	0.00	0.00
22. Transfers to Affiliated/Other Party Committees	0.00	0.00
23. Contributions to Federal Candidates/Committees and Other Political Committees	0.00	0.00
24. Independent Expenditures (use Schedule E)	0.00	0.00
25. Coordinated Party Expenditures (52 U.S.C. § 30116(d)) (use Schedule F)	0.00	0.00
26. Loan Repayments Made	0.00	0.00
27. Loans Made	0.00	0.00
28. 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 28(a), (b), and (c)) ▶	0.00	0.00
29. Other Disbursements (Including Non-Federal Donations)	1456.65	1461.65
30. Federal Election Activity (52 U.S.C. § 30101(20))		
(a) Allocated Federal Election Activity (from Schedule H6)		
(i) Federal Share	0.00	0.00
(ii) "Levin" Share	0.00	0.00
(b) Federal Election Activity Paid Entirely With Federal Funds	0.00	0.00
(c) Total Federal Election Activity (add Lines 30(a)(i), 30(a)(ii) and 30(b)) ▶	0.00	0.00
31. Total Disbursements (add Lines 21(c), 22, 23, 24, 25, 26, 27, 28(d), 29 and 30(c))	1456.65	1461.65
32. Total Federal Disbursements (subtract Line 21(a)(ii) and Line 30(a)(ii) from Line 31) ▶	1456.65	1461.65

DETAILED SUMMARY PAGE
of Disbursements

III. Net Contributions/ Operating Expenditures	COLUMN A Total This Period	COLUMN B Calendar Year-to-Date
33. Total Contributions (other than loans) (from Line 11(d), page 3)	0.00	0.00
34. Total Contribution Refunds (from Line 28(d))	0.00	0.00
35. Net Contributions (other than loans) (subtract Line 34 from Line 33)	0.00	0.00
36. Total Federal Operating Expenditures (add Line 21(a)(i) and Line 21(b)) ▶	0.00	0.00
37. Offsets to Operating Expenditures (from Line 15, page 3)	0.00	0.00
38. Net Operating Expenditures (subtract Line 37 from Line 36) ▶	0.00	0.00

Image# 201912049166155766

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

PAGE 6 OF 6

- [ ] 21b
- [ ] 22
- [ ] 23
- [ ] 26
- [ ] 27
- [ ] 28a
- [ ] 28b
- [ ] 28c
- [x] 29
- [ ] 30b

NAME OF COMMITTEE (In Full)
Correct the Record

A. Full Name (Last, First, Middle Initial)
American Bridge 21st Century

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington
State: DC
Zip Code: 20001-2779

Purpose of Disbursement
Contribution: Non-Contribution Account

Candidate Name
American Bridge 21st Century

Category/Type

Office Sought: House / Senate / President
State: District:

Disbursement For: Primary / General / Other (specify)

Date of Disbursement: 12 / 02 / 2019

FEC Identification Number: C C00492140

Transaction ID : VQZ6QAK737

Amount of Each Disbursement this Period: 1449.15

Memo Item

B. Full Name (Last, First, Middle Initial)

Mailing Address

City / State / Zip Code

Purpose of Disbursement

Candidate Name

Category/Type

Office Sought: House / Senate / President
State: District:

Disbursement For: Primary / General / Other (specify)

Date of Disbursement: M M / D D / Y Y Y Y

FEC Identification Number: C

Amount of Each Disbursement this Period

Memo Item

C. Full Name (Last, First, Middle Initial)

Mailing Address

City / State / Zip Code

Purpose of Disbursement

Candidate Name

Category/Type

Office Sought: House / Senate / President
State: District:

Disbursement For: Primary / General / Other (specify)

Date of Disbursement: M M / D D / Y Y Y Y

FEC Identification Number: C

Amount of Each Disbursement this Period

Memo Item

SUBTOTAL of Disbursements This Page (optional) 1449.15

TOTAL This Period (last page this line number only) 1449.15

Exhibit 2

ARTICLES OF INCORPORATION

OF

Media Matters for America

Department of Consumer and Regulatory Affairs
Washington, D.C.

We, the undersigned natural persons of the age of eighteen years or more, acting as incorporators, adopt the following Articles of Incorporation pursuant to the District of Columbia Nonprofit Corporation Act:

FIRST: The name of the Corporation is Media Matters for America.

SECOND: The period of duration is perpetual.

THIRD: The Corporation shall have no members.

FOURTH: The Corporation is organized and will be operated exclusively for charitable and educational purposes under section 501(c)(3) of the Internal Revenue Code, including:

- ensuring accuracy, fairness, and a balance of diverse views in the media through research, public education, and advocacy.

In pursuance of these purposes the Corporation shall have the powers to do all things necessary, proper and consistent with obtaining and maintaining its tax-exempt status under section 501 (c)(3). All references to sections in these Articles refer to the Internal Revenue Code of 1986 as amended or to corresponding sections of subsequent internal revenue laws.

FIFTH: No part of the net earnings of the Corporation shall inure to the benefit of or be distributed to any director, employee or other individual, partnership, estate, trust or corporation having a personal or private interest in the corporation. Compensation for services actually rendered and reimbursement for expenses actually incurred in attending to the affairs of this corporation shall be limited to reasonable amounts.

SIXTH: No part of the activities of this Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation to an extent that would disqualify it for tax exemption under section 501(c)(3), and this Corporation shall not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Notwithstanding any other provision of these Articles or of any Bylaws adopted thereunder, this Corporation shall not take any action not permitted to be carried on by an organization exempt from Federal income tax under section 501(c)(3) or by any other laws then applicable to this Corporation.

SEVENTH: Upon dissolution of the Corporation, its assets shall be disposed of exclusively for one or more exempt purposes within the meaning of section 501(c)(3), or distributed to such organizations organized and operated exclusively for charitable purposes which shall, at the time, qualify as exempt organizations under section 501(c)(3), or to the Federal government or to a state or local government, for a public purpose.

EIGHTH: The registered agent is David Brock, and the address, including street and number, of its initial registered office is 3334 N Street, NW, Washington, DC 20007.

NINTH: The internal affairs of the Corporation shall be regulated by its Board of Directors as described in the Bylaws. The members of the Board of Directors shall be those individuals elected, from time to time, in accordance with the Bylaws. The number of directors constituting the initial Board of Directors is three, and the names and addresses, including street number, of the persons who are to serve as the initial directors until the first annual meeting, or until their successors are elected and qualified, are:

1. David Brock
3334 N Street, NW
Washington, DC 20007

2. Will Lippincott
80 Fifth Avenue, # 1101
New York, NY 10011

3. Peter D. Rosenstein
1545 18th Street, NW, # 405
Washington, DC 20036

RECEIVED
Attorney General's Office
SEP 20 2007
Registry of Charitable Trusts

TENTH: The names and addresses, including street and number, of the incorporators are:

1. Josh Sadlier
   1726 M Street NW, Suite 600
   Washington, DC 20036

2. Evelyn Troy
   1726 M Street NW, Suite 600
   Washington, DC 20036

3. Elva Lovoz
   1726 M Street NW, Suite 600
   Washington, DC 20036

Josh Sadlier — Date: 8/14/03

Evelyn Troy (signature: Evelyn Troy) — Date: 8-14-03

Elva Lovoz — Date: 8-14-03

I, Francis Parr Claytor, a Notary Public, hereby certify that on the 14 day of August 2003 Josh Sadlier, Evelyn Troy, and Elva Lovoz appeared before me and signed the foregoing document as incorporators, and have averred that the statements therein contained are true.

Notary Public

Francis Parr Claytor
Notary Public, District of Columbia
My Commission Expires 1-14-07

Exhibit 3

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN - 8 2004

MEDIA MATTERS FOR AMERICA
C/O DAVID BROCK
3334 N ST NW
WASHINGTON, DC 20007

Employer Identification Number:
47-0928008
DLN:
17053332009023
Contact Person:
ELIZABETH MARQUEZ ID# 95117
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Foundation Status Classification:
509(a)(1)
Advance Ruling Period Begins:
August 15, 2003
Advance Ruling Period Ends:
December 31, 2007
Addendum Applies:
No

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make

MEDIA MATTERS FOR AMERICA

a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social security taxes under the Federal Insurance Contributions Act on amounts of $100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally $25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally $25,000 or less, and sign the return. Because you will be treated as a public charity for return filing purposes during your entire advance ruling period, you should file Form 990 for each year in your advance ruling period that you exceed the $25,000 filing threshold even if your sources of support do not satisfy the public support test specified in the heading of this letter.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of $20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed $10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding $1,000,000 in any year, the penalty is $100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding $1,000,000 shall not exceed $50,000. This penalty may also be charged if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

In accordance with section 508(a) of the Code, the effective date of this determination letter is August 15, 2003.

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501(c)(3) of the Code. To assure your continued exemption, you should keep records to show that funds are spent only for those purposes. If you distribute funds to other organizations, your records should show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence that the funds will remain dedicated to the required purposes and that the recipient will use the funds for those purposes.

If you distribute funds to individuals, you should keep case histories showing the recipients' names, addresses, purposes of awards, manner of selection, and relationship (if any) to members, officers, trustees or donors of funds to you, so that you can substantiate upon request by the Internal Revenue Service any and all distributions you made to individuals. (Revenue Ruling 56-304, C.B. 1956-2, page 306.)

Evidence you submitted with your application shows that you may engage in lobbying activities. Section 501(c)(3) of the Code specifically prohibits lobbying as a substantial part of your activities. If you do not wish to be subject to the test of substantiality under section 501(c)(3), you may elect to be covered under the provisions of section 501(h) of the Code by filing Form 5768, Election/Revocation of Election by an Eligible Section 501(c)(3) Organization to Make Expenditures to Influence Legislation. Section 501(h) establishes ceiling amounts for lobbying expenditures.

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

Lois G. Lerner

Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Enclosure(s):
Form 872-C

RECEIVED
Attorney General's Office
SEP 20 2007
Registry of
Charitable Trusts

Exhibit 4

17053332009023

Form **1023** (Rev. September 1998) Department of the Treasury Internal Revenue Service

Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code

OMB No. 1545-0056

Note: *If exempt status is approved, this application will be open for public inspection.*

Read the instructions for each Part carefully.
A User Fee must be attached to this application.
If the required information and appropriate documents are not submitted along with Form 8718 (with payment of the appropriate user fee), the application may be returned to you.
Complete the Procedural Checklist on page 8 of the instructions.

Part I Identification of Applicant

1a Full name of organization (as shown in organizing document)
Media Matters for America

2 Employer identification number (EIN) (If none, see page 3 of the Specific Instructions.)
47 : 0926008

1b c/o Name (if applicable)
David Brock

3 Name and telephone number of person to be contacted if additional information is needed
Paul J. Murphy
(202) 328-3500

1c Address (number and street) — Room/Suite
3334 N St., NW

1d City, town, or post office, state, and ZIP + 4. If you have a foreign address, see **Specific Instructions** for Part I, page 3.
Washington, DC 20007

4 Month the annual accounting period ends
December

5 Date incorporated or formed
August 15, 2003

1e Web site address

6 Check here if applying under section: a ☐ 501(e) b ☐ 501(f) c ☐ 501(k) d ☐ 501(n)

7 Did the organization previously apply for recognition of exemption under this Code section or under any other section of the Code? If "Yes," attach an explanation. ☐ Yes ☒ No

8 Is the organization required to file Form 990 (or Form 990-EZ)? If "No," attach an explanation (see page 3 of the **Specific Instructions**). ☐ N/A ☒ Yes ☐ No

9 Has the organization filed Federal income tax returns or exempt organization information returns? ☐ Yes ☒ No
If "Yes," state the form numbers, years filed, and Internal Revenue office where filed.

POSTMARK NOV 24 '03 RECEIVED NOV 26 '03 CINCINNATI SERVICE CENTER

10 Check the box for the type of organization. ATTACH A CONFORMED COPY OF THE CORRESPONDING ORGANIZING DOCUMENTS TO THE APPLICATION BEFORE MAILING. (See **Specific Instructions** for Part I, Line 10, on page 3.) See also Pub. 557 for examples of organizational documents.)

a ☒ Corporation— Attach a copy of the Articles of Incorporation (including amendments and restatements) showing approval by the appropriate state official; also include a copy of the bylaws.

b ☐ Trust— Attach a copy of the Trust Indenture or Agreement, including all appropriate signatures and dates.

c ☐ Association— Attach a copy of the Articles of Association, Constitution, or other creating document, with a declaration (see instructions) or other evidence the organization was formed by adoption of the document by more than one person; also include a copy of the bylaws.

If the organization is a corporation or an unincorporated association that has not yet adopted bylaws, check here ▶ ☐

I declare under the penalties of perjury that I am authorized to sign this application on behalf of the above organization and that I have examined this application, including the accompanying schedules and attachments, and to the best of my knowledge it is true, correct, and complete.

Please Sign Here ▶ David Brock (Signature) — David Brock, President (Type or print name and title or authority of signer) — 11/23/03 (Date)

For Paperwork Reduction Act Notice, see page 7 of the instructions. Cat. No. 17133K

0038.0012

Part II Activities and Operational Information

1 Provide a detailed narrative description of all the activities of the organization—past, present, and planned. **Do not merely refer to or repeat the language in the organizational document.** List each activity separately in the order of importance based on the relative time and other resources devoted to the activity. Indicate the percentage of time for each activity. Each description should include, as a minimum, the following: **(a)** a detailed description of the activity including its purpose and how each acitivity furthers your exempt purpose; **(b)** when the activity was or will be initiated; and **(c)** where and by whom the activity will be conducted.

See attached.

2 What are or will be the organization's sources of financial support? List in order of size.

1. Individuals
2. Private Foundations.

3 Describe the organization's fundraising program, both actual and planned, and explain to what extent it has been put into effect. Include details of fundraising activities such as selective mailings, formation of fundraising committees, use of volunteers or professional fundraisers, etc. Attach representative copies of solicitations for financial support.

To date, the organization has only made direct person-to-person, mail (see attached remittance slip), and phone solicitations. In the future, the organization will conduct fundraising events and engage in a direct-mail fundraising drive. The organization also will apply for private foundation grants for which it may be eligible. At the moment, there are two consultants helping the organization with fundraising on a volunteer basis. The organization may hire a paid fundraising consultant in the future.

Part II Activities and Operational Information *(Continued)*

4 Give the following information about the organization's governing body:

a Names, addresses, and titles of officers, directors, trustees, etc.	b Annual compensation
David Brock, President 3334 N St, NW Washington, DC 20007	$0 *may be compensated for work as an employee in future, not for service as an officer or director of the Corporation
Peter D. Rosenstein, Treasurer 1545 18th St, NW #405 Washington, DC 20036	$0
Will Lippincott, Secretary 80 Fifth Ave, # 1101 New York, NY 10011	$0

c Do any of the above persons serve as members of the governing body by reason of being public officials or being appointed by public officials? . . . . . ☐ Yes ☒ No
If "Yes," name those persons and explain the basis of their selection or appointment.

d Are any members of the organization's governing body "disqualified persons" with respect to the organization (other than by reason of being a member of the governing body) or do any of the members have either a business or family relationship with "disqualified persons"? (See **Specific Instructions** for Part II, Line 4d, on page 3.) . . . . . ☐ Yes ☒ No
If "Yes," explain.

5 Does the organization control or is it controlled by any other organization? . . . . . ☐ Yes ☒ No
Is the organization the outgrowth of (or successor to) another organization, or does it have a special relationship with another organization by reason of interlocking directorates or other factors? . . . . ☐ Yes ☒ No
If either of these questions is answered "Yes," explain.

6 Does or will the organization directly or indirectly engage in any of the following transactions with any political organization or other exempt organization (other than a 501(c)(3) organization): **(a)** grants; **(b)** purchases or sales of assets; **(c)** rental of facilities or equipment; **(d)** loans or loan guarantees; **(e)** reimbursement arrangements; **(f)** performance of services, membership, or fundraising solicitations; or **(g)** sharing of facilities, equipment, mailing lists or other assets, or paid employees? . . . . . ☒ Yes ☐ No
If "Yes," explain fully and identify the other organizations involved.

In an effort to develop as wide a fundraising base as possible, the organization will likely exchange mailing lists with or purchase mailing lists from an assortment of exempt organizations, including non-501(c)(3) organizations. All such transactions will be at standard fair market value rates.

7 Is the organization financially accountable to any other organization? . . . . . ☐ Yes ☒ No
If "Yes," explain and identify the other organization. Include details concerning accountability or attach copies of reports if any have been submitted.

Part II **Activities and Operational Information** *(Continued)*

8 What assets does the organization have that are used in the performance of its exempt function? (Do not include property producing investment income.) If any assets are not fully operational, explain their status, what additional steps remain to be completed, and when such final steps will be taken. If none, indicate "N/A."

N/A

9 Will the organization be the beneficiary of tax-exempt bond financing within the next 2 years? . . . . ☐ Yes ☒ No

10a Will any of the organization's facilities or operations be managed by another organization or individual under a contractual agreement? . . . . ☐ Yes ☒ No

b Is the organization a party to any leases? . . . . ☐ Yes ☒ No

If either of these questions is answered "Yes," attach a copy of the contracts and explain the relationship between the applicant and the other parties.

11 Is the organization a membership organization? . . . . ☐ Yes ☒ No

If "Yes," complete the following:

a Describe the organization's membership requirements and attach a schedule of membership fees and dues.

b Describe the organization's present and proposed efforts to attract members and attach a copy of any descriptive literature or promotional material used for this purpose.

c What benefits do (or will) the members receive in exchange for their payment of dues?

12a If the organization provides benefits, services, or products, are the recipients required, or will they be required, to pay for them? . . . . ☐ N/A ☐ Yes ☒ No

If "Yes," explain how the charges are determined and attach a copy of the current fee schedule.

b Does or will the organization limit its benefits, services, or products to specific individuals or classes of individuals? . . . . ☐ N/A ☐ Yes ☒ No

If "Yes," explain how the recipients or beneficiaries are or will be selected.

13 Does or will the organization attempt to influence legislation? . . . . ☐ Yes ☒ No

If "Yes," explain. Also, give an estimate of the percentage of the organization's time and funds that it devotes or plans to devote to this activity.

14 Does or will the organization intervene in any way in political campaigns, including the publication or distribution of statements? . . . . ☐ Yes ☒ No

If "Yes," explain fully.

Part III Technical Requirements

1 Are you filing Form 1023 within 15 months from the end of the month in which your organization was created or formed? . . . . ☒ Yes ☐ No
If you answer "Yes," do not answer questions on lines 2 through 6 below.

2 If one of the exceptions to the 15-month filing requirement shown below applies, check the appropriate box and proceed to question 7.
Exceptions—You are not required to file an exemption application within 15 months if the organization:

☐ **a** Is a church, interchurch organization of local units of a church, a convention or association of churches, or an integrated auxiliary of a church. See **Specific Instructions,** Line 2a, on page 4;
☐ **b** Is not a private foundation and normally has gross receipts of not more than $5,000 in each tax year; or
☐ **c** Is a subordinate organization covered by a group exemption letter, but only if the parent or supervisory organization timely submitted a notice covering the subordinate.

3 If the organization does not meet any of the exceptions on line 2 above, are you filing Form 1023 within 27 months from the end of the month in which the organization was created or formed? . . . . . . ☐ Yes ☐ No

If "Yes," your organization qualifies under Regulation section 301.9100-2, for an automatic 12-month extension of the 15-month filing requirement. Do not answer questions 4 through 6.

If "No," answer question 4.

4 If you answer "No" to question 3, does the organization wish to request an extension of time to apply under the "reasonable action and good faith" and the "no prejudice to the interest of the government" requirements of Regulations section 301.9100-3? . . . . ☐ Yes ☐ No

If "Yes," give the reasons for not filing this application within the 27-month period described in question 3. See **Specific Instructions**, Part III, Line 4, before completing this item. Do not answer questions 5 and 6.

If "No," answer questions 5 and 6.

5 If you answer "No" to question 4, your organization's qualification as a section 501(c)(3) organization can be recognized only from the date this application is filed. Therefore, do you want us to consider the application as a request for recognition of exemption as a section 501(c)(3) organization from the date the application is received and not retroactively to the date the organization was created or formed? . ☐ Yes ☐ No

6 If you answer "Yes" to question 5 above and wish to request recognition of section 501(c)(4) status for the period beginning with the date the organization was formed and ending with the date the Form 1023 application was received (the effective date of the organization's section 501(c)(3) status), check here ▶ ☐ and attach a completed page 1 of Form 1024 to this application.

Part III **Technical Requirements** *(Continued)*

7 Is the organization a private foundation?
☐ **Yes** (Answer question 8.)
☒ **No** (Answer question 9 and proceed as instructed.)

8 If you answer "Yes" to question 7, does the organization claim to be a private operating foundation?
☐ **Yes** (Complete Schedule E.)
☐ **No**

After answering question 8 on this line, go to line 14 on page 7.

9 If you answer "No" to question 7, indicate the public charity classification the organization is requesting by checking the box below that most appropriately applies:

THE ORGANIZATION IS NOT A PRIVATE FOUNDATION BECAUSE IT QUALIFIES:

a	☐	As a church or a convention or association of churches (CHURCHES MUST COMPLETE SCHEDULE A.)	Sections 509(a)(1) and 170(b)(1)(A)(i)
b	☐	As a school (MUST COMPLETE SCHEDULE B.)	Sections 509(a)(1) and 170(b)(1)(A)(ii)
c	☐	As a hospital or a cooperative hospital service organization, or a medical research organization operated in conjunction with a hospital (These organizations, except for hospital service organizations, MUST COMPLETE SCHEDULE C.)	Sections 509(a)(1) and 170(b)(1)(A)(iii)
d	☐	As a governmental unit described in section 170(c)(1).	Sections 509(a)(1) and 170(b)(1)(A)(v)
e	☐	As being operated solely for the benefit of, or in connection with, one or more of the organizations described in **a** through **d, g, h,** or **i** (MUST COMPLETE SCHEDULE D.)	Section 509(a)(3)
f	☐	As being organized and operated exclusively for testing for public safety.	Section 509(a)(4)
g	☐	As being operated for the benefit of a college or university that is owned or operated by a governmental unit.	Sections 509(a)(1) and 170(b)(1)(A)(iv)
h	☒	As receiving a substantial part of its support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public.	Sections 509(a)(1) and 170(b)(1)(A)(vi)
i	☐	As normally receiving not more than one-third of its support from gross investment income and more than one-third of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions).	Section 509(a)(2)
j	☐	The organization is a publicly supported organization but is not sure whether it meets the public support test of **h** or **i**. The organization would like the IRS to decide the proper classification.	Sections 509(a)(1) and 170(b)(1)(A)(vi) or Section 509(a)(2)

If you checked one of the boxes a through f in question 9, go to question 14. If you checked box g in question 9, go to questions 11 and 12. If you checked box h, i, or j, in question 9, go to question 10.

Part III **Technical Requirements** *(Continued)*

10 If you checked box **h**, **i**, or **j** in question 9, has the organization completed a tax year of at least 8 months?

☐ **Yes**—Indicate whether you are requesting:

☐ A definitive ruling. (Answer questions 11 through 14.)

☐ An advance ruling. (Answer questions 11 and 14 and attach two Forms 872-C completed and signed.)

☒ **No—You must request an advance ruling by completing and signing two Forms 872-C and attaching them to the Form 1023.**

11 If the organization received any unusual grants during any of the tax years shown in Part IV-A, **Statement of Revenue and Expenses,** attach a list for each year showing the name of the contributor; the date and the amount of the grant; and a brief description of the nature of the grant.

12 If you are requesting a definitive ruling under section 170(b)(1)(A)(iv) or (vi), check here ▶ ☐ and:

a Enter 2% of line 8, column (e), Total, of Part IV-A . . . . ______

b Attach a list showing the name and amount contributed by each person (other than a governmental unit or "publicly supported" organization) whose total gifts, grants, contributions, etc., were more than the amount entered on line **12a** above.

13 If you are requesting a definitive ruling under section 509(a)(2), check here ▶ ☐ and:

a For each of the years included on lines 1, 2, and 9 of Part IV-A, attach a list showing the name of and amount received from each "disqualified person." (For a definition of "disqualified person," see **Specific Instructions,** Part II, Line 4d, on page 3.)

b For each of the years included on line 9 of Part IV-A, attach a list showing the name of and amount received from each payer (other than a "disqualified person") whose payments to the organization were more than $5,000. For this purpose, "payer" includes, but is not limited to, any organization described in sections 170(b)(1)(A)(i) through (vi) and any governmental agency or bureau.

14 Indicate if your organization is one of the following. If so, complete the required schedule. (Submit only those schedules that apply to your organization. **Do not submit blank schedules.**)	Yes	No	If "Yes," complete Schedule:
Is the organization a church?		✔	A
Is the organization, or any part of it, a school?		✔	B
Is the organization, or any part of it, a hospital or medical research organization?		✔	C
Is the organization a section 509(a)(3) supporting organization?		✔	D
Is the organization a private operating foundation?		✔	E
Is the organization, or any part of it, a home for the aged or handicapped?		✔	F
Is the organization, or any part of it, a child care organization?		✔	G
Does the organization provide or administer any scholarship benefits, student aid, etc.?		✔	H
Has the organization taken over, or will it take over, the facilities of a "for profit" institution? . . .		✔	I

Part IV **Financial Data**

Complete the financial statements for the current year and for each of the 3 years immediately before it. If in existence less than 4 years, complete the statements for each year in existence. **If in existence less than 1 year, also provide proposed budgets for the 2 years following the current year.**

A. Statement of Revenue and Expenses

		Current tax year	3 prior tax years or proposed budget for 2 years			
		(a) From 8/15/03 to 12/31/03	(b) 2004	(c) 2005	(d)	(e) TOTAL
Revenue	1 Gifts, grants, and contributions received (not including unusual grants—see page 6 of the instructions)	$227,000	$2,050,000	$3,150,000		$5,427,000
	2 Membership fees received	0	0	0		0
	3 Gross investment income (see instructions for definition)	0	40,000	60,000		100,000
	4 Net income from organization's unrelated business activities not included on line 3	0	0	0		0
	5 Tax revenues levied for and either paid to or spent on behalf of the organization	0	0	0		0
	6 Value of services or facilities furnished by a governmental unit to the organization without charge (not including the value of services or facilities generally furnished the public without charge)	0	0	0		0
	7 Other income (not including gain or loss from sale of capital assets) (attach schedule)	0	0	0		0
	8 **Total** (add lines 1 through 7)	227,000	2,090,000	3,210,000		5,527,000
	9 Gross receipts from admissions, sales of merchandise or services, or furnishing of facilities in any activity that is not an unrelated business within the meaning of section 513. Include related cost of sales on line 22	0	0	0		0
	10 **Total** (add lines 8 and 9)	227,000	2,090,000	3,210,000		5,527,000
	11 Gain or loss from sale of capital assets (attach schedule)	0	0	0		0
	12 Unusual grants	0	0	0		0
	13 **Total** revenue (add lines 10 through 12)	227,000	2,090,000	3,210,000		5,527,000
Expenses	14 Fundraising expenses	0	100,000	150,000		
	15 Contributions, gifts, grants, and similar amounts paid (attach schedule)	0	0	0		
	16 Disbursements to or for benefit of members (attach schedule)	0	0	0		
	17 Compensation of officers, directors, and trustees (attach schedule)	0	0	0		
	18 Other salaries and wages	11,250	1,200,000	1,800,000		
	19 Interest	0	0	0		
	20 Occupancy (rent, utilities, etc.)	0	150,000	175,000		
	21 Depreciation and depletion	0	0	0		
	22 Other (attach schedule)	4,226	576,000	1,050,000		
	23 **Total** expenses (add lines 14 through 22)	15,475	2,026,000	3,145,000		
	24 Excess of revenue over expenses (line 13 minus line 23)	211,525	64,000	65,000		

Part IV **Financial Data** *(Continued)*

B. Balance Sheet (at the end of the period shown)		Current tax year Date 11/07/2003
Assets		
1 Cash	1	213,624
2 Accounts receivable, net	2	0
3 Inventories	3	0
4 Bonds and notes receivable (attach schedule)	4	0
5 Corporate stocks (attach schedule)	5	0
6 Mortgage loans (attach schedule)	6	0
7 Other investments (attach schedule)	7	0
8 Depreciable and depletable assets (attach schedule)	8	0
9 Land	9	0
10 Other assets (attach schedule)	10	0
11 **Total assets** (add lines 1 through 10)	11	213,624
Liabilities		
12 Accounts payable	12	15,475
13 Contributions, gifts, grants, etc., payable	13	0
14 Mortgages and notes payable (attach schedule)	14	0
15 Other liabilities (attach schedule)	15	0
16 **Total liabilities** (add lines 12 through 15)	16	15,475
Fund Balances or Net Assets		
17 Total fund balances or net assets	17	213,624
18 **Total liabilities and fund balances or net assets** (add line 16 and line 17)	18	227,000

If there has been any substantial change in any aspect of the organization's financial activities since the end of the period shown above, check the box and attach a detailed explanation ▶ ☐

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Media Matters for America
Employer ID # 47-0928008

Form 1023

I, David Brock, do hereby certify that I am President of Media Matters for America and that the attached is a complete, current, and correct copy of its Articles of Incorporation, which were filed with the District of Columbia on August 15, 2003.

David Brock
David Brock, President

11/23/03
Date

GOVERI..MENT OF THE DISTRICT OF . OLUMBIA
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS

CERTIFICATE

THIS IS TO CERTIFY that all applicable provisions of the District of Columbia NonProfit Corporation Act have been complied with and accordingly, this ***CERTIFICATE OF INCORPORATION*** is hereby issued to:

MEDIA MATTERS FOR AMERICA

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of the **15th** day of **August,2003.**

David Clark
DIRECTOR

John T. Drann
Acting Administrator
Business Regulation Administration

Patricia E. Grays RCH

Patricia E. Grays
Superintendent of Corporations
Corporations Division

Anthony A. Williams
Mayor

ARTICLES OF INCORPORATION

OF

Media Matters for America

Department of Consumer and Regulatory Affairs
Washington, D.C.

We, the undersigned natural persons of the age of eighteen years or more, acting as incorporators, adopt the following Articles of Incorporation pursuant to the District of Columbia Nonprofit Corporation Act:

FIRST: The name of the Corporation is Media Matters for America.

SECOND: The period of duration is perpetual.

THIRD: The Corporation shall have no members.

FOURTH: The Corporation is organized and will be operated exclusively for charitable and educational purposes under section 501(c)(3) of the Internal Revenue Code, including:

- ensuring accuracy, fairness, and a balance of diverse views in the media through research, public education, and advocacy.

In pursuance of these purposes the Corporation shall have the powers to do all things necessary, proper and consistent with obtaining and maintaining its tax-exempt status under section 501 (c)(3). All references to sections in these Articles refer to the Internal Revenue Code of 1986 as amended or to corresponding sections of subsequent internal revenue laws.

FIFTH: No part of the net earnings of the Corporation shall inure to the benefit of or be distributed to any director, employee or other individual, partnership, estate, trust or corporation having a personal or private interest in the corporation. Compensation for services actually rendered and reimbursement for expenses actually incurred in attending to the affairs of this corporation shall be limited to reasonable amounts.

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SIXTH: No part of the activities of this Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation to an extent that would disqualify it for tax exemption under section 501(c)(3), and this Corporation shall not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Notwithstanding any other provision of these Articles or of any Bylaws adopted thereunder, this Corporation shall not take any action not permitted to be carried on by an organization exempt from Federal income tax under section 501(c)(3) or by any other laws then applicable to this Corporation.

SEVENTH: Upon dissolution of the Corporation, its assets shall be disposed of exclusively for one or more exempt purposes within the meaning of section 501(c)(3), or distributed to such organizations organized and operated exclusively for charitable purposes which shall, at the time, qualify as exempt organizations under section 501(c)(3), or to the Federal government or to a state or local government, for a public purpose.

EIGHTH: The registered agent is David Brock, and the address, including street and number, of its initial registered office is 3334 N Street, NW, Washington, DC 20007.

NINTH: The internal affairs of the Corporation shall be regulated by its Board of Directors as described in the Bylaws. The members of the Board of Directors shall be those individuals elected, from time to time, in accordance with the Bylaws. The number of directors constituting the initial Board of Directors is three, and the names and addresses, including street number, of the persons who are to serve as the initial directors until the first annual meeting, or until their successors are elected and qualified, are:

1. David Brock
   3334 N Street, NW
   Washington, DC 20007

2. Will Lippincott
   80 Fifth Avenue, # 1101
   New York, NY 10011

3. Peter D. Rosenstein
   1545 18th Street, NW, # 405
   Washington, DC 20036

TENTH: The names and addresses, including street and number, of the incorporators are:

1. Josh Sadlier
1726 M Street NW, Suite 600
Washington, DC 20036

2. Evelyn Troy
1726 M Street NW, Suite 600
Washington, DC 20036

3. Elva Lovoz
1726 M Street NW, Suite 600
Washington, DC 20036

Josh Sadlier Date: 8/14/03

Evelyn Troy
Evelyn Troy Date: 8-14-03

Elva Lovoz Date: 8-14-03

I, Francis Parr Claytor, a Notary Public, hereby certify that on the 14 day of August 2003 Josh Sadlier, Evelyn Troy, and Elva Lovoz appeared before me and signed the foregoing document as incorporators, and have averred that the statements therein contained are tr

Notary Public

Francis Parr Claytor
Notary Public, District of Columbia
My Commission Expires 1-14-07

Media Matters for America
Employer ID # 47-0928008

Form 1023

I, David Brock, do hereby certify that I am President of Media Matters for America, and that the attached is a complete, current, and correct copy of its Bylaws, which were adopted by the Board of Directors on August 19, 2003 and are now in effect.

David Brock
David Brock, President

11/23/03
Date

BYLAWS

OF

Media Matters for America

As Adopted As of

August 19, 2003

ARTICLE I

NAME AND PURPOSES

Section 1.01. Name. The name of the Corporation is Media Matters for America.

Section 1.02. Purpose. The Corporation is organized for the charitable and educational purposes of: ensuring accuracy, fairness, and a balance of diverse views in the media through research, public education, and advocacy.

ARTICLE II

AUTHORITY AND DUTIES OF DIRECTORS

Section 2.01. Authority of Directors. The Board of Directors ("the Board") is the policy-making body and may exercise all the powers and authority granted to the Corporation by law.

Section 2.02. Number, Selection, and Tenure. The Board shall consist of no more than seven (7) and no fewer than three (3) Directors. Directors will elect their successors. A Director may serve for any number of one (1) year terms, consecutive or otherwise, except that if a Director is elected at any time other than the Corporation's regular annual meeting, his or her initial term will expire on the date of the next regular annual meeting or until his or her successor is elected and qualified.

Section 2.03. Compensation. Board members shall not be compensated for serving on the Board, but may be reimbursed for actual expenses incurred on behalf of the Corporation. Board members who also serve as employees of the Corporation may be compensated for their service as employees.

For both types of committees, the Board may make provisions for appointment of the chair, establish procedures to govern their activities, and, to the extent permitted by law, delegate authority as may be necessary or desirable for the efficient management of the property, affairs, business, and/or activities of the Corporation.

The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon it or him or her by law.

ARTICLE III

MEMBERS

Section 3.01. Members. The Corporation shall have no members.

ARTICLE IV

AUTHORITY AND DUTIES OF OFFICERS

Section 4.01. Officers. The officers of the Corporation shall be a President, a Secretary, a Treasurer, and such other officers as the Board may designate. Two (2) or more offices may be held by the same person, except the offices of Secretary and President.

Section 4.02. Election of Officers; Terms of Office. Officers shall serve one (1) year terms. The President, the Secretary, and the Treasurer shall be elected by the Board at its annual meeting in each year. The terms of office shall expire at the next succeeding annual meeting and shall be filled by the Board, at a meeting or by action in writing pursuant to Section 2.08 for a term expiring at the next succeeding annual meeting. Officers shall be eligible for reelection.

Section 4.03. Vacancies. Vacancies existing by reason of resignation, death, incapacity or removal before the expiration of a term shall be filled by the Board at a regular or special meeting for the remainder of the unexpired term.

Section 4.04. Resignation. Resignations are effective upon receipt by the Secretary of a written notification, or receipt by the President or other officer if the Secretary is resigning.

Section 4.05. Removal. An officer may be removed by the Board at a meeting, or by action in writing pursuant to Section 2.08 whenever in the Board's judgment the best interests of the Corporation will be served thereby. The removal of a person from corporate office will not terminate or otherwise affect any contractual relationship between that individual and the Corporation.

ARTICLE V

INDEMNIFICATION

Section 5.01. Definitions.

"Matter" shall mean any actual or threatened civil, criminal, or administrative action, arbitration proceeding, claim, suit, proceeding, or appeals therefrom, or any criminal, administrative, or congressional (or other body's) investigation, hearing, or other proceeding.

"Eligible Person" shall mean any person who at any time was or is a Director, a member of any committee or subcommittee, an officer, an agent, an employee, or a volunteer of the Corporation.

Section 5.02. Right to Indemnification. Any Eligible Person made a party to or respondent in a Matter by reason of his or her position with or service to the Corporation may, to the fullest extent permitted by law, be indemnified by the Corporation against all liabilities and all expenses reasonably incurred by him or her arising out of or in connection with such Matter, except in relation to Matters as to which (i) the Eligible Person failed to act in good faith and for a purpose which he or she reasonably believed to be in the best interests of the Corporation, or (ii) in the case of a criminal Matter, the person had reasonable cause to believe that his or her conduct was unlawful, or (iii) the person shall be adjudged to be liable for misconduct or negligence in the performance of a duty.

Section 5.03. Limitation on Right of Indemnification. Except where an Eligible Person has been successful on the merits with respect to such Matter, any indemnification hereunder shall be made only after (i) the Board (acting by a quorum consisting of Directors who were not involved in such Matter) determines that the Eligible Person met the applicable indemnification standard set forth in section 5.02 above; or (ii) in the absence of a quorum, a finding is rendered in a written opinion by independent legal counsel that the person or persons met the applicable indemnification standard set forth in paragraph section 5.02 above.

Section 5.04. Other Rights. The right of indemnification provided hereunder shall not be deemed exclusive of any other right to which any person may be entitled in addition to the indemnification provided hereunder. This indemnification shall in the case of the death of the person entitled to indemnification, inure to the benefit of his or her heirs, executors or other lawful representative.

Section 5.05. Interim Indemnification. The Corporation may, with respect to a Matter described in section 5.02, advance attorneys fees as interim indemnification to any Eligible Person if the following conditions are satisfied: (i)(a) the Board (acting by a quorum consisting of Directors who are not involved in such litigation) determines that the Eligible Person is likely to meet the applicable indemnification standard set forth in section 5.02 above, or (b) in the absence of such a quorum, a finding is rendered in a written opinion by independent legal counsel that the Eligible Person is likely to meet the applicable indemnification standard set forth in section 5.02 above; and (ii) the Eligible Person (a) requests interim indemnification, (b) agrees to repay the interim indemnification promptly upon a determination unfavorable to him or her under section 5.03, and (c) deposits a bond or equivalent security.

Section 5.06. Insurance. The Board may authorize the purchase of and maintain insurance on behalf of any Eligible Person against any liability asserted against or incurred by him which arises out of such person's status in such capacity, or out of acts taken in such capacity, whether or not the Corporation would have the power to indemnify the person against that liability under law.

ARTICLE VI

FINANCIAL ADMINISTRATION

Section 6.01. Fiscal Year. The fiscal year of the Corporation shall be January 1 to December 31, but may be changed by resolution of the Board.

Section 6.02. Checks, Drafts, Etc. All checks, orders for the payment of money, and insurance certificates shall be signed or endorsed by an officer or officers or agent or agents of the Corporation and in a manner as shall from time to time be determined by resolution of the Board or of any committee to which such authority has been expressly delegated by the Board.

Section 6.03. Contracts. Unless the Board determines otherwise by resolution, the President shall be authorized to execute contracts on behalf of the Corporation. The President may, with written notice to the Board, delegate this authority to employees or volunteers subject to limitations upon the delegated authority as may be necessary or expedient for running the affairs of the Corporation. Unless otherwise expressly determined by the Board, no other individuals shall be authorized to bind the Corporation to any contract, including the chair of any committee.

Section 6.04. Deposits and Accounts. All funds of the Corporation, not otherwise employed, shall be deposited in general or special accounts in the banks, trust companies, or other depositories as the Board or any committee to which such authority has been delegated by the Board may select, or as may be selected by any officer or officers or agent or agents of the Corporation, to whom such power may be delegated by the Board. For the purpose of deposit and for the purpose of collection for that account of the Corporation, checks, drafts, and other orders of the Corporation may be endorsed, assigned, and delivered on behalf of the Corporation by any officer or agent of the Corporation.

Section 6.05. Annual Financial Statements. Complete financial statements shall be presented to and reviewed by the Board after the close of each fiscal year.

ARTICLE VII

CONFLICTS OF INTEREST

Section 7.01. Disclosure of Financial Interests. To identify possible conflicts of interest, all Directors, officers, and members of any committee exercising Board-delegated powers must disclose to the Board, or to the members of such committee, the existence of any financial interest in any entity with which s/he knows or has reason to know the Corporation or any legally related organization has or is negotiating a transaction or arrangement, and all material facts related to that interest. Financial interests includes any direct or indirect relationship, through business, investment, or family, such as actual or potential ownership or investment interests or compensation arrangements. Directors shall also disclose any fiduciary duty to a person or entity other than the Corporation that might jeopardize the Director's ability to exercise independent judgment and act in the best interests of the Corporation. The fact that a Director, officer, or committee member is also a Director or officer or member of a not-for-profit organization that obtains or seeks funds from institutions or individuals from which the Corporation also obtains or seeks funds shall not by itself be deemed to be a conflict of interest.

Section 7.02. Determination of Conflicts of Interest. After the interested person has delivered all relevant information and has retired from the room, the Board or committee must determine whether or not the financial interest creates a conflict of interest which merits recusal of the interested Director from consideration of the matter.

Section 7.03. Resolution of Conflicts of Interest. If the Board determines that a conflict of interest does exist, it must ensure that the interested Director(s) do not participate in final decision making with regard to the transaction. The Board may approve the transaction or arrangement, or some alternative if it determines it: (i) is in the organization's best interests and for its own benefit; (ii) is fair and reasonable to the organization; and (iii) is the most advantageous transaction or arrangement the organization can obtain with reasonable efforts under the circumstances.

Section 7.04. Violation of Conflict of Interest Policy. If an officer, Director, or member of a committee with Board-delegated powers violates this conflict of interest policy, the Board, in order to protect the Corporation's best interests, may take appropriate disciplinary action against the interested person. Such action may include formal reprimand, cancellation of the transaction or arrangement generating the conflict, suspension of employment, and/or removal from the Board.

Section 7.05. Distribution of Conflict of Interest Policy. All officers, Directors, and members of committees with Board-delegated powers shall receive a copy of the Conflict of Interest Policy, as it appears in these By-laws. All officers, Directors, and members of committees with Board-delegated powers shall sign an annual statement declaring that the person: received a copy of the policy; has read and understands the policy; and agrees to comply with the policy.

ARTICLE VIII

COMPENSATION

Section 8.01. Compensation Policy. In establishing appropriate compensation levels, whether as employees or under contractual arrangements, for an individual who is a Director, officer, member of a committee with Board-delegated powers, or anyone else exercising substantial influence over the Corporation, in addition to complying with the other provisions of this conflict of interest policy, the Board or committee shall:

- recuse/exclude members who receive directly or indirectly a substantial portion of their income from the Corporation;

- rely on appropriate comparative data, including comparable agreements in similar organizations; compensation levels for similar positions in both exempt and taxable organizations; and regional economic data; and

- document the bases upon which it relies for its compensation determinations.

Section 8.02. Compensation Committee. The Board, may, if it chooses, establish a compensation committee to set appropriate levels of compensation. A compensation committee shall consist solely of disinterested persons with respect to the transaction in question and shall follow the above-outlined procedures.

ARTICLE IX

RECORDS

Section 9.01. Recordkeeping. The Secretary or his or her designee shall keep or cause to be kept adequate minutes of all Board or committee meetings, and all meetings of committees with Board-designated powers reflecting at a minimum the names of those in attendance, any resolutions passed and the outcomes of any votes taken. When potential conflicts of interests are discussed, the minutes shall include: the names of the persons who disclosed financial interests; the nature of the financial interests; whether or not the Board determined that a conflict existed; the names of the persons present for the discussions and votes related to the relevant transaction or arrangement; the content of those discussions, including any alternative transactions or arrangements; and a record of the vote. At the request of any participating Board member, the records of such discussions and individual votes may be kept sealed, with only the outcome reported publicly.

Section 9.02. Public Disclosure. After receiving IRS recognition of its 501(c)(3) status, the Corporation shall keep available for public inspection at its principal place of business and any branch office copies of the Form 1023 (exemption application) as filed and any Form 990 (information tax return) filed within the past three years. Names and identifying information of contributors shall be redacted from publicly available copies. In addition, as required by the tax code and regulations, the Corporation shall either (i) make such materials widely available to the public, such as by posting on the Internet, or (ii) provide copies of the materials to any member of the public making a request in person during normal business hours or in writing. This public disclosure obligation shall be no broader than required by law and shall not apply, for example, if the Corporation is the target of a campaign of harassment.

ARTICLE X

AMENDMENT OF BYLAWS

Section 10.01 Amendments. These Bylaws may be amended by a majority vote of the entire Board, provided seven (7) days prior notice is given of the proposed amendment or provided all members of the Board waive such notice, or by unanimous consent in writing without a meeting pursuant to Section 2.08.

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Schedule for Line 22

	2003	2004
Benefits	$249,231	$454,327
Consultants (Organizational Development, Tech, PR)	$72,426	$132,027
Supplies, subscriptions	$42,604	$77,663
Equipment and maintenance	$42,604	$77,663
Travel/Entertainment	$2[illegible],[illegible]52	$46,598
Legal Fees	$21,302	$38,831
Computers, software, equipment	$21,302	$38,831
Furniture	$20,450	$37,278
Transcription Services	$12,781	$23,299
Postage and Shipping	$10,651	$19,416
Printing and Publications	$8,521	$15,533
Accounting Fees	$5,964	$10,873
Web Design	$4,260	$7,766
Graphic Design	$4,260	$7,766
Contingency	$34,083	$62,130
	$576,000	**$1,050,000**

Media Matters for America
Employer ID # 47-0928008

Form 1023

Part II. Question 1: Narrative Statement

Background

Media Matters for America (MMA) believes that news reporting and analysis by the American media, with its eye on profit margin and preservation of the status quo, has become biased. It is common for news and commentary by the press to present viewpoints that tend to overly promote corporate interests, the rights of the wealthy, and a conservative, Christian-influenced ideology. American democracy depends on a free press providing objective news and a wide array of ideas and voices from across the ideological spectrum. The domination of the media's coverage of news by a single ideology betrays the public trust and weakens our democracy. MMA has been established to identify occurrences of excessive bias in the American media, educate the public as to their existence, and work with members of the media to reduce them in order to ensure that the public receives news coverage and information that is not only accurate but free from domination by a particular world view. MMA bases its mission on the premise that participation of the citizenry is essential to democracy, and exposing biased and inaccurate news reporting is essential to creating informed civic participation.

Activities

MMA aims to raise the general public's awareness of the bias and shallowness in the media, by monitoring, archiving, identifying, researching, correcting, and exposing such bias, and, most importantly, by widely disseminating that information to a mass audience in order to create a more informed public. MMA's media research and education activities are broken down into four parts: tracking, archiving, analysis, and packaging/distribution.

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Tracking

The bulk of MMA's time and resources will be spent on activities designed to gather, catalogue, and analyze the vast amount of news reporting available to the American public. The first step in that process is culling news reports and commentary from their various sources. Recognizing that total coverage is an impossible task, MMA is presently limiting its daily surveys to only the major television networks, radio talk shows, newspapers and websites. MMA may also monitor published works of non-fiction. MMA also intends to provide an anonymous forum for insider reporting of biased reports from the public and government sources to be used in analyzing the accuracy of press reports and statements. In sum, MMA will investigate the hard facts that stories are based upon to use in its eventual analysis of the news and commentary it tracks.

Archiving

MMA hopes to be a source of media research data for national commentators, journalists, and the public alike. MMA will develop a computer database and archiving system to track long- and short-term trends of many issues in the media. In addition, MMA will archive audio recordings and transcripts of talk-radio shows which are currently unavailable anywhere else in searchable format.

Analysis

MMA will focus on inaccurate reporting, bias, hate speech, and other sensational rhetoric in the media. The media will be tested for imbalance, unfairness, inaccuracy, irresponsibility and omission of important facts, with special emphasis on long-term trends. MMA may follow specific stories over time across publications or broadcasts to deduce how the story is being covered. MMA will analyze news reports and cross-reference them by person, organization, and theme, to allow for effective archiving and research.

Packaging/Distribution

MMA will assem[illegible] its research and analysis in a user-friendly format for mainstream media critics, editorial and op-[illegible] writers, television and radio commentators, activists, and the general public. The major outlet for MMA's work will be its website which will host its searchable archive and provide instruction in media analysis and methods by which the public can make their opinions known to the media vendor. MMA will provide daily updates of inaccurate reporting and biased commentary through an email listserv or by fax to members of the public who request them. Emergency media alerts may also go out over electronic media. Periodically, MMA will also issue press releases, newsletters, studies and reports, op-ed columns and articles with more in-depth analysis. MMA's archives, especially of talk-radio shows which are currently unmonitored, will be a critical service for media professionals and the public. The organization will also sponsor forums on the media, run a speaker's bureau, and explore the possibilities for syndicated columns and radio broadcasts as a means of disseminating its educational information to the public. MMA will engage in a dialogue with the members of the media, seeking corrections for inaccurate reports and advocating for more accurate reporting. MMA will also form a book club focusing on analysis of the medi

Analysis

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Media Matters for America should be granted federal tax exemption under § 501(c)(3) of the Internal Revenue Code ("the Code.") It is a charitable and educational organization as described in the Code.

Treasury Regulations define the term "educational" to mean "the instruction of the public on subjects useful to the individual and beneficial to the community." (Treas. Reg. §1.501(c)(3)- (a)(d)(3)(i)(a)). By tracking, analyzing, and publishing instances of biased and inaccurate reporting, MMA will help to ensure the public has a fuller understanding of the facts behind the neatly packaged news it receives from the American media. MMA's reports will contain full documentation of the facts used to support its conclusions on biased and inaccurate reporting thereby enabling members of the public to formulate independent opinions and conclusions with respect to both the news reports they receive and the analyses of those reports conducted by MMA. These activities are also intended to encourage the media to better serve the public interest by presenting more balanced and accurate reporting over the long term, as MMA alerts the major press outlets of when their reporting evidences bias or contains inaccuracies.

MMA's publication of its analysis of the media for bias and inaccurate reporting instructs the public on a subject useful to the individual and beneficial to the community. In this regard, it is almost identical to the organization granted exemption in Rev. Rul. 74-615. In that ruling, the organization analyzed local newspapers for bias and inaccuracy, and issued reports, together with full documentation of the facts relied upon, to the community with its findings. The IRS reasoned:

> By investigating the newspapers' practices and publishing the results of its analyses, the organization is helping insure the public has full and fair newspaper reporting. Its studies and

> reports deal with newsworthy events and the manner in which such events have been treated in the newspapers. The method used by the organization in disseminating its findings is designed to present a full and fair exposition of the facts to enable the public to form an independent opinion or conclusion. The overall effect of the organization's activities is the instruction of the public on a subject useful to the individual and beneficial to the community.

MMA seeks to provide a similar function, using similar methods, updated to take advantage of the Internet, on a national scale, with respect to both print, broadcast, and web-based media.

Although MMA advocates a particular viewpoint, namely that a conservative bias is distorting the news, this does not preclude it from being an educational organization. According to Treas. Reg. 1.501(c)(3)-1(d)(3), "an organization may be educational even though it advocates a particular position or viewpoint, so long as it presents a sufficiently full and fair exposition of the pertinent facts as to permit an individual or the public to form an independent opinion or conclusion." The IRS set forth four criteria that might disqualify an advocacy organization from being educational:

1) The presentation of viewpoints or positions unsupported by facts is a significant portion of the organization's communications.
2) The facts that purport to support the viewpoints or positions are distorted.
3) The organization's presentations make substantial use of inflammatory and disparaging terms and express conclusions more on the basis of strong emotional feelings than of objective evaluations.
4) The approach used in the organization's presentations is not aimed at developing an understanding on the part of the intended audience or readership because it does not consider their background or training in the subject matter.
(Rev. Proc. 86-43).

MMA qualifies as educational under all these criteria. As described above, MMA's primary activity is to track news reports and collect information to test the accuracy of those reports. MMA will provide its audience with the actual text of any piece that it analyzes, along with the facts upon which it bases its conclusions, so that the public can form their own conclusions. MMA seeks not to distort facts, but rather to undo distortion by engaging in objective analysis; not to use inflammatory rhetoric, but rather to expose how such rhetoric influences the news. Through its searchable web-based archives, MMA will allow - indeed is designed to enable - researchers and the public to draw its own conclusions based on their assessment of the collected data. MMA's express mission, as defined in its articles of incorporation and bylaws, is to ensure "accuracy, fairness, and a balance of diverse views in the media through research, public education, and advocacy." Through educational opportunities like its public forums and informative website, it seeks to create a media-savvy public who will critically assess all news reports - including its own.

MMA is certainly distinguishable from the organization denied exemption in Rev.Rul. 68-263. Like that organization, MMA seeks to educate the public in order to guard against extremist political influence. And as the IRS recognized, "the instruction of the public by recognized educational methods on the political or moral significance of an extreme doctrine and the threat it represents to the United States may qualify an organization for exempt status under section 501(c)(3) of the Code."(Rev. Rul. 68-263). However, that organization, in a method antithetical to MMA's, skewed its facts and presented an incomplete picture of the subjects of its reports. As noted above, MMA will give the full picture, with all relevant facts and arguments accessible in a researcher-friendly format, so that citizens will be able to form their own opinions or conclusions, independent of that presented by either the organization, or the news reports it collects.

MMA's educational mission to enable the public to discern quality reporting is similar to the organization granted exemption in Rev. Rul. 64-192. The organization described therein was designed "to educate the public by educational means regarding the quality of radio and television programs; to observe and study in order to arrive at standards for judging programs; and thereby to encourage, by educational methods, all radio and television stations to fulfill their obligations to serve the public interest." The organization collected data, produced teaching aids to instruct the public how to be discriminating in their viewing and listening habits and how to make their preferences known to broadcasters, and provided information in a manner such that the public could make an independent assessment of the facts. MMA's forums and website will similarly instruct the public on how to analyze the media and how to make their opinions known to the media vendors. As with the organization in Rev. Rul. 64-192, this activity "also serves to encourage broadcasters to better serve the public interest." All this information will be conveyed while providing user-friendly access to all the facts and information the public will need to make independent assessments. Thus, MMA provides both the research tools and the training to allow all recipients of its information to form their own conclusions, and thereby qualifies as an educational organization.

"Charitable" includes "the advancement of education or science." (Treas. Reg. §1.501(c)(3)-(a)(d)(2)). In Rev. Rul. 66-147, the IRS found that an organization that wrote and distributed abstracts of medical articles to the public free of charge qualified as a tax-exempt. The Service explained that, by making medical information readily accessible to the public, the organization advanced education or science. Similarly, MMA will make information, such as its analyses and archives, available to the public at no charge through its website, linked database, email and fax updates, and printed materials.

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For the above reasons, Media Matters for America, should be granted tax-exempt status under Section 501(c)(3) of the Code as a "charitable" and educational" organization.

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Rev. Rul. 74-615

Advice has been requested whether the nonprofit organization described below which otherwise qualifies for exemption from Federal income tax under section 501(c)(3) of the Internal Revenue Code of 1954, is operated exclusively for charitable purposes.

The organization was formed to educate the public as to the accuracy of news coverage by newspapers in a local community and to provide citizens an independent channel for their complaints on the performance of local newspapers and to encourage the newspaper to meet high standards of journalism by educational methods. The organization's membership consists of prominent leaders representing various citizens' groups who are not affiliated in any way with the local newspapers.

The organization investigates citizens' complaints concerning the news content of the local newspapers. Complaints which are investigated and reported on are selected by the membership on an objective basis. They generally deal with matters relating to alleged failures to provide adequate news coverage for certain events or activities, and with allegedly inaccurate or unfair or unfair news reporting. The organization is not concerned with criticisms relating to editorial opinions, advertising, or circulation matters. A member of the organization who has a personal, professional, or business interest in any matter being investigated does not participate in the consideration.

Members of the organization meet periodically with the editors of the newspapers to discuss the complaints received by the organization, and to discuss the policies and practices of the newspapers as they relate to the complaints.

The organization periodically publishes the results of its investigations and analyses of the policies and practices of the newspapers. These reports contain a full documentation of the facts relied upon to support the organization's conclusions. The reports are not intended to mold public opinion or to further any political or ideological view.

Under a standing arrangement, all the newspapers whose activities are covered by the organization's studies and reports publish the full text of each of such reports. The newspapers usually publish their responses at the same time. The newspapers also publish notices of the organization's existence and purposes, and invite the general public to send suggestions and complaints to the organization.

The organization's income is derived from public contributions and its disbursements are for operating expenses.

Section 501(c)(3) of the Code provides for the exemption from Federal income tax of organizations organized and operated exclusively for educational purposes.

Section 1.501(c)(3)-1(d)(3) of the Income Tax Regulations provides in relevant part that the term "educational" as used in section 501(c)(3) of the Code relates to the instruction of the public on subjects useful to the individual and beneficial to the community. The regulations further provide that an organization may be educational even though it advocates a particular position or viewpoint, so long as it presents a sufficiently full and fair exposition of pertinent facts to permit the public to form an independent opinion or conclusion.

By investigating the newspapers' practices and publishing the results of its analyses, the organization is helping insure the public has full and fair newspaper reporting. Its studies and reports deal with newsworthy events and the manner in which such events have been treated in the newspapers. The

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method used by the organization in disseminating its findings is designed to present a full and fair exposition of the facts to enable the public to form an independent opinion or conclusion. The overall effect of the organization's activities is the instruction of the public on a subject useful to the individual and beneficial to the community.

It has been historically recognized that the conduct of factual inquiries on subjects of benefit to the public and the dissemination of the information so developed is educational in the charitable sense. See G. Bogert, Trusts & Trustees sec. 375 (2d ed. 1964).

Accordingly, the organization is operated exclusively for charitable purposes and since it otherwise qualifies, is exempt from Federal income tax under section 501(c)(3) of the Code. See Rev. Rul. 64-192, 1964-2 C.B. 136, which relates to an organization created to educate the public as to the quality of radio and television programs.

Even though an organization considers itself within the scope of this Revenue Ruling, it must file an application on Form 1023, Application for Recognition of Exemption, in order to be recognized by the Service as exempt under section 501(c)(3) of the Code. The application should be filed with the District Director of Internal Revenue for the district in which is located the principal place of business or principal office of the organization. See section 1.501(a)-1 of the regulations.

Rev. Proc. 86-43

SECTION 1. PURPOSE

The purpose of this revenue procedure is to publish the criteria used by the Internal Revenue Service to determine the circumstances under which advocacy of a particular viewpoint or position by an organization is considered educational within the meaning of section 501(c)(3) of the Internal Revenue Code, and within the meaning of section 1.501(c)(3)-1(d)(3) of the Income Tax Regulations.

SEC. 2. BACKGROUND

01 Section 501(c)(3) of the Code provides for exemption from federal income tax for organizations that are organized and operated exclusively for purposes specified in that section, including educational purposes. Section 1.501(c)(3)-1(d)(3) of the regulations provides that the term `educational` relates to a) the instruction or training of the individual for the purpose of improving or developing his capabilities; or b) the instruction of the public on subjects useful to the individual and beneficial to the community. Under this regulation, an organization may be educational even though it advocates a particular position or viewpoint, so long as it presents a sufficiently full and fair exposition of the pertinent facts as to permit an individual or the public to form an independent opinion or conclusion. On the other hand, an organization is not educational if its principal function is the mere presentation of unsupported opinion.

02 In applying section 1.501(c)(3)-1(d)(3) of the regulations, the Service has attempted to eliminate or minimize the potential for any public official to impose his or her preconceptions or beliefs in determining whether the particular viewpoint or position is educational. It has been, and it remains, the policy of the Service to maintain a position of disinterested neutrality with respect to the beliefs advocated by an organization. The focus of section 1.501(c)(3)-1(d)(3), and of the Service's application of this regulation, is not upon the viewpoint or position, but instead upon the method used

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by the organization to communicate its viewpoint or positions to others.
03 Two recent court decisions have considered challenges to the constitutionality of section 1.501(c)(3)-1(d)(3) of the regulations. One decision held that the regulation was unconstitutionally vague. Big Mama Rag, Inc. v. United States, 631 F.2d 1030 (D.C. Cir. 1980). However, in National Alliance v. United States, 710 F.2d 868 (D.C. Cir. 1983), the court upheld the Service's position that the organization in question was not educational. Although the latter decision did not reach the question of the constitutionality of section 1.501(c)(3)-1(d)(3), it did note that the methodology test used by the Service when applying the regulation `tend[s] toward ensuring that the educational exemption be restricted to material which substantially helps a reader or listener in a learning process.' The court also noted that the application of this test reduced the vagueness found in the earlier Big Mama Rag decision.
04 The methodology test cited by the court in National Alliance reflects the longstanding Service position that the method used by an organization in advocating its position, rather than the position itself, is the standard for determining whether an organization has educational purposes. This methodology test is set forth in Section 3 of this revenue procedure, and is used in all situations where the educational purposes of an organization that advocates a particular viewpoint or position are in question. Publication of this test represents no change either to existing procedures or to the substantive position of the Service.
SEC. 3. CRITERIA USED TO DETERMINE WHETHER ADVOCACY BY AN ORGANIZATION IS EDUCATIONAL
01 The Service recognizes that the advocacy of particular viewpoints or positions may serve an educational purpose even if the viewpoints or positions being advocated are unpopular or are not generally accepted.
02 Although the Service renders no judgment as to the viewpoint or position of the organization, the Service will look to the method used by the organization to develop and present its views. The method used by the organization will not be considered educational if it fails to provide a factual foundation for the viewpoint or position being advocated, or if it fails to provide a development from the relevant facts that would materially aid a listener or reader in a learning process.
03 The presence of any of the following factors in the presentations made by an organization is indicative that the method used by the organization to advocate its viewpoints or positions is not educational.
1 The presentation of viewpoints or positions unsupported by facts is a significant portion of the organization's communications.
2 The facts that purport to support the viewpoints or positions are distorted.
3 The organization's presentations make substantial use of inflammatory and disparaging terms and express conclusions more on the basis of strong emotional feelings than of objective evaluations.
4 The approach used in the organization's presentations is not aimed at developing an understanding on the part of the intended audience or readership because it does not consider their background or training in the subject matter.
04 There may be exceptional circumstances, however, where an organization's advocacy may be

educational even if one or more of the factors listed in section 3.03 are present. The Service will look to all the facts and circumstances to determine whether an organization may be considered educational despite the presence of one or more of such factors.

SEC. 4. OTHER REQUIREMENTS

Even if the advocacy undertaken by an organization is determined to be educational under the above criteria, the organization must still meet all other requirements for exemption under section 501(c)(3), including the restrictions on influencing legislation and political campaigning contained therein.

Rev. Rul. 68-263

An organization operating in the manner described below is not exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code of 1954.

The organization was formed to promote the education of the public on patriotic, political, and civic matters, and to inform and alert the American citizenry to the dangers of an extreme political doctrine. In furtherance of such purposes, it distributes numerous books and pamphlets. It also operates a speakers' bureau and publishes a weekly newsletter.

The various materials distributed or presented by the organization include substantial amounts of data about the current objectives and activities of the extreme political doctrine. However, these materials also include many allegations and charges that certain individuals and institutions are of questionable national loyalty. Such charges are primarily developed by the use of disparaging terms, insinuations, and innuendoes and the suggested implications to be drawn from incomplete facts. For instance, the organization bases many of its conclusions on incomplete listings of an individual's organizational affiliations without stating the extent or the nature of the affiliations or attempting to present a full and fair exposition of the pertinent facts about those organizations.

Section 501(c)(3) of the Code provides for the exemption from Federal income tax of organizations organized and operated exclusively for educational purposes. The instruction of the public on matters useful to the individual and beneficial to the community is considered educational. An organization may be educational even though it advocates a particular position or viewpoint so long as it presents a sufficiently full and fair exposition of pertinent facts to permit the public to form its own opinion or conclusion, independent of that presented. On the other hand, the mere presentation of unsupported opinion is not `educational.' See section 1.501(c)(3)-1(d)(3) of the Income Tax Regulations.

An organization is not exempt under section 501(c)(3) of the Code if more than an insubstantial part of its activities is not in furtherance of an exempt purpose. See section 1.501(c)(3)-1(c)(1) of the regulations.

The instruction of the public by recognized educational methods on the political or moral significance of an extreme doctrine and the threat it represents to the United States may qualify an organization for exempt status under section 501(c)(3) of the Code. However, the instant organization's attacks against identified individuals and institutions are not supported by a sufficiently full and fair exposition of the pertinent facts to permit the public to form opinions or judgments independent of those presented and, therefore, do not constitute instruction of the public within the meaning of section 1.501(c)(3)-1(d)(3) of the regulations cited above. Since these activities represent a substantial part of the organization's activities, the organization is not exempt from Federal income tax under section 501(c)(3) of the Code.

Rev. Rul. 64-192

An organization was created (1) to educate the public as to the quality of radio and television programs, and (2) to encourage, by educational methods, all radio and television stations to fulfill their obligations to serve the public interest.

No person engaged in commercial broadcasting may be a member of the organization, and it has no purpose in any way to serve the financial interests of any person so engaged.

The organization conducts an annual opinion poll, the purpose of which is not to find the number who prefer certain programs, but to determine the reasons for the preferences indicated. In addition, the organization publishes newsletters, and prepares teaching evaluation guides and study kits. The teaching evaluation guides are generally for the use of local community groups so that people can become equipped to demand good programs. The study kits are available to college and high school groups. The kits contain, for the most part, articles and pamphlets relating primarily to the television industry. The organization's primary source of income is from membership dues. Expenditures are primarily for printing costs and postage.

Section 501(c)(3) of the Internal Revenue Code of 1954 provides, in part, that, for an organization to qualify for exemption from Federal income tax under section 501(a) of the Code, it must be organized and operated exclusively for religious, charitable, scientific, literary or educational purposes.

Section 1.501(c)(3)-1(d)(3) of the Income Tax Regulations, as far as here pertinent, provides that the term 'educational' as used in section 501(c)(3) of the Code relates to the instruction of the public on subjects useful to the individual and beneficial to the community. That section of the regulation also provides that an organization may be educational even though it advocates a particular position or viewpoint so long as it presents a sufficiently full and fair exposition of the pertinent facts to permit an individual or the public to form an independent opinion or conclusion.

The purposes of the organization are to educate the public by educational means regarding the quality of radio and television programs; to observe and study in order to arrive at standards for judging programs; and thereby to encourage, by educational methods, all radio and television stations to fulfill their obligations to serve the public interest. These objectives are achieved by educational means through various publications, teaching people to be discriminating in their viewing and listening habits, and teaching people to 'think' and to have sound reasons for their choice of programs and to make their feelings known to broadcasters so that they, in turn, may improve programs in the public interest. The facts disclose that information gathered by the organization is disseminated to the public in such a manner that an independent judgment may be made. The information also serves to encourage broadcasters to better serve the public interest.

In view of the above, it is held that the organization, in the instant case, qualifies for exemption from Federal income tax under section 501(c)(3) of the Code, as an educational organization.

An organization which considers itself within the scope of this Revenue Ruling must, in order to establish exemption under section 501(c)(3) of the Code, file an application on Form 1023,

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Exemption Application, with the District Director of Internal Revenue for the internal revenue district in which is located the principal place of business or principal office of the organization. See section 1.501(a)-1 of the Regulations.

Rev. Rul. 86-49

ISSUE

Does an organization that is formed for the purpose of preserving the historic or architectural character of a community through the acquisition, occasional restoration of historically or architecturally significant properties, and subsequent disposition of those properties under the circumstances described below, qualify as an organization organized and operated exclusively for charitable or educational purposes under section 501(c)(3) of the Internal Revenue Code?

FACTS

The organization was formed exclusively for the purposes of preserving the historic and architectural character of its community through the acquisition, occasional restoration of historically or architecturally significant properties, and subsequent disposition of those properties subject to restrictive covenants. These covenants are designed exclusively to preserve the historical character or architectural significance of the properties and, through such activities, of education the public on the importance of historic preservation. The organization is composed of interested members of the public and is governed by a representative group that includes community and preservation leaders, and prominent architects and historians.

The organization has set up a "revolving fund" to acquire and resell historically or architecturally significant properties. The fund may also be used to restore the historically or architecturally significant properties in some cases. The acquisitions and sales are made at fair market value on arm's length terms and any profits from sales are used to purchase other historically or architecturally significant properties or for other activities in keeping with the organization's tax exempt purposes.

The organization sells the properties subject to restrictive covenants designed exclusively to preserve the historical character or architectural significance of the properties. These covenants generally restrict the use and enjoyment of the property by controlling its physical and/or visual aspects. The covenants are granted in perpetuity, bar any interior or exterior alterations without the consent of the organization, give the organization the right of first refusal in the event a purchaser should later desire to sell, and, in some cases, require restoration of the structure to its original appearance. Unlike covenants imposes by local associations of homeowners, these covenants preserve the designated properties in their historical state or character for the benefit of the public, rather than merely ensuring their conformity to locally imposed standards. Since such covenants may decrease the value of the property, the organization may lose some money in its resale operations. Such losses, if any, would be considered by it as a cost of its program.

The buyers include private individuals. However, the organization will not resell property to the person who initially sold or contributed the property to the organization or any related person.

The acquired structures are generally visible from the public right of way. Where they are not so visible, the organization provides in the restrictive covenants that visual access to the property will be

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made available to the public on a regular basis and the terms of the restrictive covenants contain prescribed conditions for such access, under the requirements set forth in section 1.170A- 14(d)(5)(iv) of the Income Tax Regulations.

In order to ensure that only historically or architecturally significant structures are acquired, the organization confines its acquisitions to structures that possess integrity of location, design, setting, materials, and workmanship and:

(1) are closely associated with significant events or developments in American history; or

(2) are closely associated with the lives of significant American historical figures; or,

(3) embody distinctive characteristics of a type, period, or method of construction, or that represent the works of a master, or that possess high artistic value; and are either:

(a) listed in the National Register of Historic Places; or,

(b) located in a registered historic district and are certified by the Secretary of the Interior as being of historic significance to the district.

A registered historic district is either any district listed in the National Register of Historic Places or any district that is designated under a statute of an appropriate State or local government that is certified by the Secretary of the Interior as containing criteria which will substantially achieve the purpose of preserving and rehabilitating buildings of historic significance to the district and that is certified by the Secretary of the Interior as meeting substantially all of the requirements for the listing of districts in the National Register.

LAW

Section 501(c)(3) of the Code provides for the exemption from federal income tax of organizations organized and operated exclusively for charitable or educational purposes.

Section 1.501(c)(3)-(d)(2) of the regulations states that the term "charitable" is used in its generally accepted legal sense, and includes the advancement of education, the erection or maintenance of public buildings, monuments, or works, and the promotion of social welfare by organizations designed to combat community deterioration.

Section 1.501(c)(3)-1(d)(1)(ii) of the regulations provides that an organization is not organized or operated exclusively for charitable or educational purposes unless it serves a public rather than a private interest.

The Historic Preservation Act of 1966 (16 U.S.C. Sections 461, 470) provides that it is a national policy to preserve for public use historic sites, buildings, and objects of national significance for the inspiration and benefit of the people of the United States. The Act further states that the historical and cultural foundations of the nation should be preserved as a living part of our community life and development to give a sense of orientation to the American people.

Rev. Rul. 67-391, 1967-2 C.B. 190. holds that a nonprofit organization formed to develop and disseminate an urban land-use plan that is designed to improve the area, eliminate existing blight, and guard against future deterioration qualifies for exemption under section 501(c)(3) of the Code as being operated exclusively for educational and charitable purposes. The organization does not ordinarily engage in real estate transactions but does purchase and sell property of strategic value that is in danger of being exploited in a manner that might endanger the plan.

Media Matters for America
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Form 1023

Rev. Rul. 75-470, 1975-2 C.B. 207., holds that a nonprofit organization formed to promote an appreciation of history through the acquisition, restoration, and preservation of homes, churches, and public buildings having special historical or architectural significance and to open the buildings for viewing by the general public qualifies for exemption under section 501(c)(3) of the Code as being organized and operated exclusively for educational and charitable purposes.

ANALYSIS

The purpose of the organization in this case is to educate and otherwise benefit the public by restoring and preserving historically or architecturally significant properties through the acquisition, occasional restoration, and disposition of such properties at fair market value on arm's length terms. The continued preservation of such properties after their sale by the organization is guaranteed by means of restrictive covenants that are reasonably suited to preserving the historic or architectural character of the structures and community involved.

The identification, restoration, and preservation of historically or architecturally significant properties serves to educate the public and operates to prevent community deterioration within the meaning of section 1.501(c)(3)-1(d)(2) of the regulations. Under such circumstances, historic and architectural preservation is a charitable purpose and activity within the meaning of section 501(c)(3) of the Code. The organization's utilization of a revolving fund to facilitate the purchase and sale of properties is reasonably calculated to accomplish its charitable purposes. This method of historic and architectural preservation does not serve private interests within the meaning of section 1.501(c)(3)-1(d)(l)(ii) of the regulations because any private purchaser pays not less than fair market value for the property purchased, and purchases subject to appropriate restrictive covenants.

HOLDING

An organization that is formed for the purpose of preserving the historic or architectural character of a community through the acquisition and occasional restoration of historically or architecturally significant properties and subsequent disposition of those properties under the circumstances described above, qualifies as an organization organized and operated exclusively for charitable or educational purposes under section 501(c)(3) of the Code. Such an organization must also meet the other requirements of section 501(c)(3) in order to be exempt from federal income tax.

APPLICATION INSTRUCTIONS

Even though an organization considers itself within the scope of this revenue ruling, it must file an application on Form 1023. Application for Recognition of Exemption, in order to be recognized by the Service as exempt under section 501(c)(3) of the Code. See sections 1.501(a)-1 and 1.508-1(a) of the regulations. In accordance with the instructions to Form 1023, the application should be filed with the District Director of Internal Revenue for the key district indicated therein.

Rev. Rul. 66-147

Advice has been requested whether a nonprofit corporation organized and operated as described herein qualifies for exemption from Federal income tax under section 501(c)(3) of the Internal Revenue Code of 1954.

The organization was organized for exclusively educational, scientific, and charitable purposes. Its

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specific purpose is to inform the interested public of current developments appearing in scientific and medical literature. The organization employs technical personnel who survey the world's medical and scientific publications as soon as they are published. They select and abstract articles appearing in this literature. The abstracts are compiled in monthly publications and are distributed free of charge to anyone having particular interest in the subject matter.

The organization's staff is highly trained in particular fields of medicine, chemistry, and biology. In addition, most of the staff has special training in foreign languages, in which a great many of the articles are written. The organization obtains its operating funds from contributions and governmental grants.

Section 501(c)(3) of the Code provides for the exemption from Federal income tax of organizations organized and operated exclusively for charitable, scientific, and educational purposes.

Section 1.501(c)(3)-1(d)(2) of the Income Tax Regulations defines the term 'charitable' as used in section 501(c)(3) of the Code as including the advancement of education or science.

The activities of the organization, consisting of reviewing medical and scientific publications, and preparing and disseminating free abstracts of meaningful and accurate reference materials based on articles appearing in such publications, are programs which advance education and science.

Therefore, the organization qualifies for exemption from Federal income tax under section 501(c)(3) of the Code.

An organization which considers itself within the scope of this Revenue Ruling must, in order to establish exemption under section 501(c)(3) of the Code, file an application on Form 1023, Exemption Application, with the District Director of Internal Revenue for the internal revenue district in which is located the principal place of business or principal office of the organization. See section 1.501(a)-1 of the regulations.

NOV-7-2003 18:11 FROM:MEDIA MATTERS 2023180836 TO:3286918 P.5

ATTACHMENT FOR PART II, QUESTION 3

MEDIA MATTERS FOR AMERICA

es! I/We would love to work to keep the ɜst of the media honest, fair, and free from ndue conservative influence.

we would like to:

- ☐ Make a donation: $__________
- ☐ Host a fundraiser
- ☐ Attend a fundraising event in my area
- ☐ Add my name to Media Matters list of supporters
- ☐ Other __________________

Please mail this response with checks made payable to:
Media Matters for America
3334 N Street, NW
Washington, DC 20007

Name	
Business Name	
Business Address	
Home Address	
Work Phone	
Home Phone	
Email	
ccupation	

If you have questions, please contact:
DAVID BROCK or **DARRIN BODNER**
mm4a@hotmail.com
202.478.6346

MEDIA MATTERS FOR AMERICA

Yes! I/We would love to work to keep the rest of the media honest, fair, and free from undue conservative influence.

I/we would like to:

- ☐ Make a donation: $__________
- ☐ Host a fundraiser
- ☐ Attend a fundraising event in my area
- ☐ Add my name to Media Matters list of supporters
- ☐ Other __________________

Please mail this response with checks made payable to:
Media Matters for America
3334 N Street, NW
Washington, DC 20007

Name	
Business Name	
Business Address	
Home Address	
Work Phone	
Home Phone	
Email	
Occupation	

If you have questions, please contact:
DAVID BROCK or **DARRIN BODNER**
mm4a@hotmail.com
202.478.6346

MEDIA MATTERS FOR AMERICA

Yes! I/We would love to work to keep the rest of the media honest, fair, and free from undue conservative influence.

I/we would like to:

- ☐ Make a donation: $__________
- ☐ Host a fundraiser
- ☐ Attend a fundraising event in my area
- ☐ Add my name to Media Matters list of supporters
- ☐ Other __________________

Please mail this response with checks made payable to:
Media Matters for America
3334 N Street, NW
Washington, DC 20007

Name	
Business Name	
Business Address	
Home Address	
Work Phone	
Home Phone	
Email	
Occupation	

If you have questions, please contact:
DAVID BROCK or **DARRIN BODNER**
mm4a@hotmail.com
202.478.6346

HARMON, CURRAN, SPIELBERG & EISENBERG, LLP
1726 M Street, NW, Suite 600 Washington, DC 20036 (202) 328-3500 (202) 328-6918 fax

Sent via Certified Mail
November 24, 2003

Internal Revenue Service
P.O. Box 192
Covington, KY 41012-0192

Re: Form 1023: Media Matters for America
Employer ID# 47-0928008

Dear Madam/Sir:

Enclosed please find Form 1023, Application for Recognition of Exemption under Section 501(a), filed on behalf of my client, Media Matters for America. Also enclosed are a duly executed Power of Attorney form (Form 2848), a duly executed User Fee form (Form 8718), and a check for $500 to cover the user fee.

If you have any questions, please contact me at (202) 328-3500.

Sincerely,

Paul J. Murphy

enclosures
cc. Darrin Bodner

HARMON, CURRAN, SPIELBERG & EISENBERG, LLP
1726 M Street, NW, Suite 600 Washington, DC 20036 (202) 328-3500 (202) 328-6918 fax

May 28, 2004

Elizabeth Marquez, Exempt Organizations Specialist
TE/GE Division
24000 Avila Rd., Mail Stop 3000
Laguna Niguel, CA 92677
Attn: EOG:7888:em

BY FACSIMILE AND MAIL

Re: Media Matters for America
Case Number 203342119

Dear Ms. Marquez:

Thank you for your letter of May 10 requesting additional information necessary to make a determination on the Application for Recognition of Exemption Under 501(c)(3) for Media Matters for America (MMA). As you know from the Power of Attorney form you recently received, I have joined the team here at Harmon, Curran, Spielberg & Eisenberg that is representing MMA.

In addition to the responses to your questions, I write to inform you of developments since our filing of the Form 1023 last November. First, please change the mailing address for MMA, which has recently opened an office to accommodate the organization's operations. The new address is 1627 K Street, NW, Suite 800, Washington, DC 20006. In addition, the organization has launched its website, which is – as discussed in the Form 1023 and the responses to your questions below – the centerpiece of MMA's operations. We urge you to visit the website at www.mediamatters.org.

With these preliminary matters addressed, I respond to your specific questions below:

1. David Brock is the President and Chief Executive Officer of MMA. He has worked full time for the organization since its incorporation. (Indeed, Mr. Brock was engaged in much of the necessary work preceding MMA's incorporation as well.) In the early days of the organization, Mr. Brock was primarily involved in creating the plan for the organization's program and in raising the necessary funds to implement that program. He continues that work now, but with the launch of the MMA website www.mediamatters.org, Mr. Brock is also overseeing the daily process of researching, writing, and adding new content to the website. A more detailed job description for the position of President & CEO is attached.

Mr. Brock worked without a salary until March 1, 2004. In late February, the board voted to pay Mr. Brock an annual salary of $140,000 based on extensive research into salaries paid to executives of peer nonprofit organizations in the mid-Atlantic region. Depending on which group of organizations MMA is measured against, Mr. Brock's salary falls at or substantially below the average salary received by other CEOs of nonprofit organizations. There is no case in which Mr. Brock's salary exceeded the average salary of CEOs for any group of nonprofit organizations surveyed. The salary research presented to the board is attached for your information. Mr. Brock did not participate in the board's vote to determine his salary.

2. In the near future, the board of MMA expects to name Darrin Bodner, an employee of MMA, to be Assistant Treasurer solely for convenience in co-signing checks and handling other administrative matters. Although Mr. Bodner will thus be an "officer" of the organization and will continue to receive his salary as an employee, he will not be a member of the board.

   None of the other members of the MMA board nor any members of their families nor any of their business partners receive compensation as employees, consultants, or vendors to MMA.

3. As discussed in MMA's Form 1023, MMA will produce almost no literature apart from its website www.mediamatters.org. We would be happy to provide a printed copy of the site's current contents if you wish, but the information is designed to be more easily viewed with a web browser than as a printed document. Note that the site is dynamic and constantly being updated, however older content is archived and accessible, which should provide you with a comprehensive view of the organization's work to date.

   In addition to the typical content of the website, generous donors recently allowed MMA to run an advertisement on cable television that highlighted an egregious example of the conservative misinformation in the media that MMA was created to address. In addition to helping to fulfill the core mission of the organization, the advertisement was an opportunity to publicize MMA, broadening its educational reach and enhancing its efforts to build a strong base of public financial support. This advertisement may be viewed on the website. If you prefer, we would be happy to provide a tape or storyboard for the ad.

   Finally, in an effort to be comprehensive in providing you with materials MMA has distributed, we include with the mailed copy of this letter a small packet of materials – a letter from Mr. Brock about the organization, fact sheets on MMA's work, etc. – that the MMA staff uses in describing the organization to the press and potential funders.

4. Biographies and/or résumés for the three members of the MMA board – David Brock, Peter Rosenstein, and Will Lippincott are attached. In addition, we have attached a biography for Darrin Bodner, who, as noted above, is expected to be named Assistant Treasurer for MMA.

5. MMA has only recently occupied its offices as a subtenant of the International AIDS Trust (IAT) and has not finalized a contract with IAT for MMA's use of the space. However,

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MMA pays IAT for MMA's occupancy at a commercially reasonable rent, as reflected in the attached budget.

In addition, MMA has a small number of contracts with vendors for goods and services such as website design and development. MMA has purchased these goods and services at or below commercially reasonable rates. As noted above, none of these vendors are related to MMA board members or officers.

6. MMA's media research and education activities include tracking the flood of news reporting and commentary available to the American public; archiving media research data to allow identification of long- and short-term trends; analyzing media both immediately and over the longer term to identify news or commentary presented in the media that is not accurate, reliable, or credible and that forwards the conservative agenda; and distributing MMA's data and analysis. As described in more detail in our Form 1023, these activities support MMA's central educational purpose of raising the general public's awareness of the prevalence and impact of conservative misinformation in the media. To support this charitable mission, MMA is also engaged in fundraising and administrative activities.

   MMA's research and education activities are so organically linked that it would be nearly impossible to provide estimates of the percentage of MMA's activities devoted to tracking, archiving, analyzing, and – perhaps most importantly – communicating MMA's research and analysis to the public. However, taken as a whole these educational activities at the heart of MMA comprise approximately ninety percent of MMA's activities. Administrative and fundraising activities comprise approximately ten percent of MMA's activities, with each comprising approximately five percent.

7. MMA has retained a consultant, Michael Chapman to assist with MMA's fundraising from grantmaking foundations. (His address is P.O. Box 1029, Keshena, WI, 54135.) Mr. Chapman will identify likely funders through research and, in consultation with MMA staff, draft grant proposals. Mr. Chapman is not related to any MMA board or staff members. He will be paid at or below commercially reasonable rates for his services. Should MMA hire any additional professional fundraisers, they would likewise not be related to MMA board or staff members and would be paid at or below commercially reasonable rates.

   In addition, MMA has entered into an agreement with GroundSpring.org to handle online donations through the www.mediamatters.org website. To compensate it for this service, GroundSpring has received an initial payment of $199 and will receive monthly payments of $24.95 plus 3% of each online contribution.

8. As with all new organizations filing Form 1023, the expenses reflected were MMA's best estimates of the organization's anticipated expenses. In the months since MMA filed this Form 1023, actual experience in operating the organization and more detailed plans have

allowed MMA to refine these estimates. The attached 2004 budget for MMA reflects these revised estimates.

To respond to your specific questions:

a. Most of MMA's fundraising will be through staff meetings with potential donors and thus MMA's fundraising costs will include a portion of the line items for salary and travel on the attached budget. In addition, MMA's 2004 fundraising costs will include the consulting fees to be paid to Mr. Chapman and the fees paid to GroundSpring.org. MMA estimates that the total of those expenses will be approximately $100,000 for 2004.
b. As shown on the attached budget, MMA estimates that total salaries and wages will be less than the $1.2 million estimated on Page 8, Line 18, of the Form 1023. MMA's current budget for salaries in 2004 is approximately $950,000. After allocating the work of these employees between program and support, ninety percent of MMA's salary expenditures – like the organizational expenditures as a whole – are estimated to be directly attributable to the pursuit of MMA's educational mission.
c. MMA anticipates spending approximately $169,000 on occupancy costs – primarily rent – in 2004. As discussed above, MMA is subletting space from the International AIDS Trust but has not yet finalized a lease agreement with IAT.
d. This item reflects the health insurance costs that MMA pays on behalf of its employees. These costs for 2004 will be substantially less than the rough estimate provided on the attachment to Page 8 or the 1023. For 2004, MMA estimates that it will pay less than $100,000 for staff health insurance benefits.
e. Because MMA is a new organization and thus has only a limited basis for estimating its future expenditures, MMA's board and staff have wisely included a contingency fund in the organization's budget to cover unanticipated expenses the organization might incur in furtherance of its charitable mission. Any unspent contingency will be retained by MMA to be used in future years to further its charitable mission. No portion of these funds will inure to the benefit of any officers, board members, employees, or agents of the organization or any members of their families. No portion of these funds will be used to provide a private benefit to any person.

9. Any excess revenues will be retained by MMA to be used in future years to further its charitable mission. No portion of these funds will inure to the benefit of any officers, board members, employees, or agents of the organization or any members of their families. No portion of these funds will be used to provide a private benefit to any person.

10. This listed amount was an error in completing the Form 1023. Instead of listing Accounts Payable, this amount reflected all of the funds that MMA had spent from its incorporation through November 7, 2003. Please revise Page 9 of the Form 1023 by listing "0" on Lines 12 and 16. As a result, Line 18 should be $213,624.

11. MMA is committed to complying with all of the laws governing its charitable status, and it particularly careful with regard to the laws governing lobbying and political-campaign activities. MMA will not intervene in any election for public office.

One change since MMA originally filed its Form 1023 is that MMA now believes that it may engage in a limited number of activities intended to influence legislation. As a result, MMA has decided to make the election described in IRC Section 501(h) and has filed a copy of Form 5768. (A copy of this form as filed is attached for your information.) MMA understands that its lobbying activities (as defined in IRC Section 4911(d)) may not exceed the amount described in IRC Section 4911(c), and MMA will comply with that limit.

As discussed in more detail in our Form 1023, MMA will advocate a particular viewpoint – that conservative misinformation is distorting the news – but it will carefully adhere to IRS guidance on the ways in which "an organization may be educational even though it advocates a particular position or viewpoint." (Treasury Regulation 1.501(c)(3)-1(d)(3)) MMA's entire focus is to present objective, undistorted facts to combat media reports that are based on false or misleading information. MMA seeks to educate the public about conservative misinformation in the media through objective evaluation, not inflammatory rhetoric. MMA's communications are intended only to present accessible, objective facts that demonstrate the conservative misinformation in the media that the organization identifies.

Some of the specific actions that MMA will take to ensure that it engages in educational activities and not improper political campaigning include:

- All MMA communications will avoid unnecessary references to any election.
- When the media statements MMA examines refer to officeholders or other individuals who are also running for election, MMA will avoid, if possible, any reference to the candidacy of those persons. For example, in correcting a media report that intentionally mischaracterizes the position of a member of Congress running for election, MMA would refer to that person as a member of Congress, not as a candidate.
- When the media statements MMA examines refer to candidates for office in their role as candidates, MMA will provide only objective, factual analysis of the ways in which the media report is inaccurate, unreliable, or otherwise not credible. MMA will avoid any characterization of the candidates or their positions in ways that might suggest any support for or opposition to any of the candidates.
- MMA does not plan to include links on its website to any website that engages in partisan political activity. In the unlikely event that such a link were absolutely necessary to support a factual assertion MMA were to make in the course of its educational work, MMA would take steps to make sure that the context of the link did not suggest MMA's explicit or implicit endorsement of the other website, and MMA would strive to link to

pages of the other site that did not contain partisan messages, and MMA would attempt to provide parallel links to websites with opposing viewpoints.

- In providing support for facts it uses to rebut inaccurate media reports, MMA will attempt to cite sources for those facts of impeccable nonpartisan credentials. Where the only sources for certain facts are sources that advocate a particular political or ideological viewpoint, MMA will attempt to cite sources that espouse a conservative viewpoint to avoid the suggestion that MMA is mischaracterizing the fact to find conservative misinformation in the media.

In addition, MMA is in regular consultation with our law firm (Harmon, Curran, Spielberg & Eisenberg), and the majority of that work advising MMA is related to careful review of MMA activities and communications to ensure that they comply with the prohibition on political campaign intervention.

12. MMA will not be involved in "publishing activities" to any major degree. The Form 1023 may have failed to make clear that MMA will only "publish" material in the sense that it will make publicly known or announce publicly the evidence that MMA discovers of conservative misinformation in the media. MMA will make all of this information available to the public without any charge on its website as the central activity in fulfilling MMA's educational mission. MMA will hold the copyright for all materials the organization produces and will use the material exclusively to further the educational work of the organization. None of the benefit from these copyrights will inure to the benefit of any officers, board members, employees, or agents of the organization or any members of their families. None of the benefit from these copyrights will be used to provide a private benefit to any person.

It is possible that, in the future, MMA might produce a book compiling or drawing lessons from the organization's research and analysis. Thus, any such book would be an extension of the organization's educational efforts. As with the other material MMA produces, MMA would hold the copyright, and no private inurement or private benefit would result.

I hope that this letter and its attachments fully respond to any questions or concerns that you may have about MMA's Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code. We look forward to receiving a determination letter recognizing MMA's status. In the meantime, please feel free to call me if I can provide any additional information that would assist you in your determination.

Sincerely,

John Pomeranz

John Pomeranz

President/CEO
Media Matters for America

The position of President/CEO will be an exempt position reporting to the Board of Directors. The position will be responsible for setting the direction of the organization and recommending policies to the Board of Directors for ensuring continued growth and policy development needed to meet the mission of the organization. The President/CEO will be responsible for the day to day operations of the organization including staffing, financial management, continued resource development, policy implementation, and communication, both internal and external. The President/CEO will be the spokesperson for the organization and will be responsible to represent its work to all publics.

General Responsibilities:

- Oversee the day to day operations of the organization
- Develop the vision for and supervise the program activities which will allow the mission of the organization to be carried out
- Hire, supervise and evaluate staff appropriate to meeting the ongoing needs of the organization
- Develop the plan and work to ensure the continued flow of financial resources required for the association to carry out its work
- Work with the Board of Directors to ensure continuing development of the Board and engage their energy and efforts on behalf of the organization. Report to the Board on a regular basis the state of the organization and keep the Board informed of all issues facing the organization that will impact either its daily or long term operations
- Serve as spokesperson for the organization and develop and monitor the public relations activities as they effect and enhance the mission of the organization

Specific Responsibilities:

- Set up the organization's national office. This includes securing space, arranging for office equipment to allow staff to function in a professional manner, oversee the purchase and leasing of technology after determining the needs of the office and develop the personnel plan, including staff policies, suggested salary scales, programs for ongoing training and development and evaluation, needed to meet the mission of the organization
- Develop a detailed public relations plan for the organization
- Develop a detailed financial plan for the running of the organization and develop and optimize a plan for raising the resources needed to carry out the mission of the organization
- Develop a governance plan and submit a proposal to the Board of Directors for ongoing support of the mission of the organization including plans for expanding the Board of Directors and possible additions to governance such as advisory boards or other mechanisms to secure appropriate input on an ongoing basis.

The compensation for the President/CEO will be set by the Board of Directors and the position will be evaluated by the Board on an annual basis. Compensation will be set based on comparable organizations in the Metropolitan DC area and will include appropriate benefits.

MEDIA MATTERS FOR AMERICA

TO: David Brock, Will Lippincott, Peter Rosenstein

FROM: Darrin Bodner

DATE: February 27, 2004

RE: Compensation for Chief Executive Officers

This memo and attached tables outlines a comparison of the proposed salary of $140,000 for the Media Matters for America's Chief Executive Officer.

The data in the table is derived from the 2003/16th Edition of a yearly survey by **Abbott, Langer & Associates, Inc.** entitled "Compensation in Nonprofit Organizations in the Mid-Atlantic Region (DC/Delaware/Maryland/Virginia)."

The survey is sponsored by **Washington Council of Agencies** and was just released in February 2004.

Summary Analysis

Review of the compensation data shows the following about the proposed $140,000 salary:

- For "Current Annual Salaries", the proposed salary falls <u>below the ninth decile</u> in all but two of the breakdowns sighted. In the fifteen instances where it falls below the ninth decile, the proposed salary ranges from 5% to as much as 41% less.
- In the category "Other Types of Nonprofit Organizations (all) [Organizations other than Societies or Trade Associations]" the suggested salary is <u>average</u>.

The above references correspond to the figures on the "Current Annual Salary" line item for each category.

About The Washington Council of Agencies (from their website):

The Washington Council of Agencies is a membership organization of nonprofit organizations based in the Washington, D.C. metropolitan area.

The Washington Council of Agencies provides advocacy/community building activities, educational and networking opportunities and group-buying purchasing power. Membership is open to any 501(c) organizations in the Washington, D.C. metropolitan area.
Founded in 1979, WCA currently has over 1060 members.

The mission of the Washington Council of Agencies is to strengthen, promote and represent nonprofit organizations in metropolitan Washington in order to help them better meet the diverse needs of their communities. To do this, WCA provides the region's nonprofit community with the information, tools and resources they need to succeed, including education and training, networking, advocacy, and group buying programs.

Definition of a CEO

Abbott Langer defines a paid CEO as one who "advises, makes recommendation to, and assists in formulation policies for the Board of Directors; implements Board policies and directives; oversees all the organization's day-to-day activities; may represent the organization to the public; functions at the pleasure of the Board of Directors."

Explanation of the Table

- **Number of Jobs**: refers to the usable number of positions from which the statistics were derived for the line of data in which that specific number appears.
- **Mean**: indicates that the annual compensation of all individuals in a grou ere added together and the total divided by the number of cases involved.
- **Median**: the value of the middle item (or the average of the two middle items) of a group of values when they are arrayed from largest to smallest, below which 50% of the cases fall.
- **First Decile**: when all of the incomes are arrayed from the highest to the lowest, the first decile is that income below which 10% of the cases fall.
- **First Quartile**: when all of the incomes are arrayed from the highest to the lowest, the first quartile is that income below which 25% of the cases fall.
- **Third Quartile**: when all of the incomes are arrayed from the highest to the lowest, the third quartile is that income below which 75% of the cases fall.
- **Ninth Decile**: when all of the incomes are arrayed from the highest to the lowest, the ninth decile is that income below which 90% of the cases fall.
- **Base Annual Salary**: individual's annualized salary as of March 1, 2003.
- **Total Annual Compensation**: base annual salary plus the total of the cash bonuses received by an indivudal during the most recently-completed fiscal year.

Tables

Abbott Langer breaks down the survey data into number categories from each job.

- all respondents
- by type of organization
- by number of employees
- by number of employees and type of organization
- by total annual budget
- by total annual budget and type of organization
- by scope of organization
- by scope of organization and type of organization
- by state
- by state and type of organization
- by metropolitan area and type of organization

Variable & Category	No. In Job	Mean	Median	First Decile	First Quartile	Third Quartile	Ninth Decile
All Respondents							
Minimum of Annual Salary Range	270	$66,793	$55,000	$35,000	$40,000	$80,000	$112,738
Current Annual Salary	547	$93,982	$74,448	$40,040	$53,003	$110,000	$167,720
Maximum of Annual Salary Range	253	$95,718	$75,000	$42,000	$52,150	$113,100	$161,338
Total Annual Cash Compensation	500	$98,019	$75,811	$40,311	$54,000	$116,500	$176,000

By Level of Supervisory/Managerial Responsibility
Supervises 10 to 49

Variable & Category	No. In Job	Mean	Median	First Decile	First Quartile	Third Quartile	Ninth Decile
Minimum of Annual Salary Range	67	$68,430	$55,000	$39,048	$45,000	$85,000	$122,100
Current Annual Salary	151	$100,512	$80,000	$46,566	$63,904	$133,203	$179,800
Maximum of Annual Salary Range	65	$99,388	$80,000	$48,000	$60,000	$123,250	$200,000
Total Annual Cash Compensation	141	$102,039	$80,000	$46,758	$64,850	$135,375	$185,200

By Type of Organization
Other Types of Nonprofit Organizations (all) [Organizations other than Societies or Trade Associations]

Variable & Category	No. In Job	Mean	Median	First Decile	First Quartile	Third Quartile	Ninth Decile
Minimum of Annual Salary Range	39	$97,892	$82,000	$46,200	$55,750	$126,000	$157,664
Current Annual Salary	109	$139,952	$115,000	$58,800	$73,777	$165,400	$238,348
Maximum of Annual Salary Range	38	$145,077	$120,000	$55,500	$78,000	$165,390	$228,000
Total Annual Cash Compensation	99	$148,017	$124,000	$59,261	$80,000	$165,700	$238,348

By Type of Organization
Other Types of Nonprofit Organizations (Advocacy/Consumer Organizations)

Variable & Category	No. In Job	Mean	Median	First Decile	First Quartile	Third Quartile	Ninth Decile
Minimum of Annual Salary Range	13	$57,149	$60,000		$40,000	$65,500	
Current Annual Salary	36	$86,589	$75,000	$42,400	$58,650	$100,000	$151,797
Maximum of Annual Salary Range	13	$80,529	$90,000		$59,945	$100,000	
Total Annual Cash Compensation	32	$91,778	$82,231	$42,643	$59,694	$116,000	$160,099

By Number of Employees
10 through 24 employees

Variable & Category	No. In Job	Mean	Median	First Decile	First Quartile	Third Quartile	Ninth Decile
Minimum of Annual Salary Range	41	$64,066	$50,000	$35,060	$40,000	$76,477	$109,000
Current Annual Salary	95	$93,695	$74,000	$42,000	$60,000	$125,000	$166,600
Maximum of Annual Salary Range	39	$84,583	$70,000	$42,555	$51,250	$101,682	$142,000
Total Annual Cash Compensation	88	$93,516	$72,500	$42,251	$59,870	$127,500	$170,376

By Number of Employees and Type of Organization
Other Types of Nonprofit Organizations (all) [Organizations other than Societies or Trade Associations]
10 through 24 employees

Variable & Category	No. In Job	Mean	Median	First Decile	First Quartile	Third Quartile	Ninth Decile
Minimum of Annual Salary Range	38	$55,966	$50,000	$35,030	$40,000	$65,000	$90,000
Current Annual Salary	76	$77,681	$67,844	$40,580	$52,050	$92,350	$129,500
Maximum of Annual Salary Range	36	$76,354	$70,000	$42,082	$50,000	$91,000	$129,500
Total Annual Cash Compensation	71	$78,283	$68,000	$40,294	$52,325	$90,875	$134,100

By Total Annual Budget
$1,000,000 through $2,499,999

Variable & Category	No. In Job	Mean	Median	First Decile	First Quartile	Third Quartile	Ninth Decile
Minimum of Annual Salary Range	40	$78,594	$60,000	$45,848	$50,500	$98,000	$135,000
Current Annual Salary	98	$95,016	$80,000	$53,663	$65,040	$120,000	$153,749
Maximum of Annual Salary Range	39	$105,372	$90,000	$60,000	$71,250	$123,750	$180,000
Total Annual Cash Compensation	93	$98,497	$80,262	$54,860	$67,475	$122,208	$156,400

By Total Annual Budget and Type of Organization
Other Types of Nonprofit Organizations (all)
[Organizations other than Societies or Trade Associations]
$1,000,000 through $2,499,999

	No. in Job	Mean	Median	First Decile	First Quartile	Third Quartile	Ninth Decile
Minimum of Annual Salary Range	31	$64,577	$60,000	$43,000	$50,000	$75,542	$92,400
Current Annual Salary	75	$80,361	$73,916	$52,000	$63,636	$93,541	$123,500
Maximum of Annual Salary Range	30	$88,564	$88,706	$60,000	$70,000	$100,000	$126,250
Total Annual Cash Compensation	71	$82,596	$75,000	$53,400	$65,000	$93,666	$127,000

By Scope of Organization
National

Minimum of Annual Salary Range	53	$78,791	$72,000	$40,000	$50,000	$96,250	$120,884
Current Annual Salary	116	$120,884	$100,000	$49,910	$69,750	$148,000	$190,320
Maximum of Annual Salary Range	51	$112,148	$99,975	$51,000	$75,000	$127,800	$200,000
Total Annual Cash Compensation	108	$126,472	$104,775	$49,930	$71,035	$151,500	$207,000

By Scope of Organization and Type of Organization
Other Types of Nonprofit Organizations (all)
[Organizations other than Societies or Trade Associations]
National

Minimum of Annual Salary Range	40	$72,597	$65,000	$38,750	$46,500	$85,000	$100,000
Current Annual Salary	75	$105,078	$85,300	$45,000	$61,476	$131,960	$175,000
Maximum of Annual Salary Range	39	$106,283	$95,000	$43,500	$68,250	$119,811	$180,000
Total Annual Cash Compensation	70	$108,846	$85,669	$43,959	$62,500	$133,600	$185,000

By Scope of Organization and Type of Organization
Other Types of Nonprofit Organizations
(Advocacy/Consumer Organizations)
National

Minimum of Annual Salary Range	4						
Current Annual Salary	14	$104,464	$94,500		$65,000	$14,000	
Maximum of Annual Salary Range	5						
Total Annual Cash Compensation	13	$108,648	$95,000		$77,475	$142,500	

By State
District of Columbia

Minimum of Annual Salary Range	74	$68,736	$60,000	$37,800	$45,000	$85,000	$107,769
Current Annual Salary	167	$101,112	$80,000	$46,832	$60,300	$125,495	$175,000
Maximum of Annual Salary Range	72	$94,924	$77,500	$44,700	$60,000	$118,700	$161,658
Total Annual Cash Compensation	153	$103,071	$81,000	$46,080	$60,976	$130,000	$185,000

By State and Type of Organization
Other Types of Nonprofit Organizations (all)
[Organizations other than Societies or Trade Associations]
District of Columbia

Minimum of Annual Salary Range	62	$67,185	$55,000	$35,700	$45,000	$85,000	$105,400
Current Annual Salary	129	$90,810	$75,000	$44,700	$57,845	$110,783	$161,599
Maximum of Annual Salary Range	61	$93,587	$75,000	$43,400	$55,000	$118,435	$178,222
Total Annual Cash Compensation	119	$93,252	$75,000	$44,200	$57,970	$119,350	$173,800

By State and Type of Organization
Other Types of Nonprofit Organizations
(Advocacy/Consumer Organizations)
District of Columbia

Minimum of Annual Salary Range	6						
Current Annual Salary	21	$98,709	$90,000	$58,920	$64,775	$121,250	$168,398
Maximum of Annual Salary Range	6						
Total Annual Cash Compensation	20	$103,405	$91,000	$60,291	$70,000	$122,500	$171,998

By Metropolitan Area

Washington/Baltimore (DC/MD/VA) & vicinity

	No. in Job	Mean	Median	First Decile	First Quartile	Third Quartile	Ninth Decile
Minimum of Annual Salary Range	199	$71,455	$60,000	$35,400	$45,000	$90,000	$110,113
Current Annual Salary	428	$99,894	$78,581	$42,657	$57,730	$120,000	$175,657
Maximum of Annual Salary Range	192	$99,984	$80,000	$45,000	$55,500	$119,500	$170,039
Total Annual Cash Compensation	389	$104,419	$80,000	$43,524	$59,555	$125,030	$185,000

By Metropolitan Area and Type of Organization

Other Types of Nonprofit Organizations (all) [Organizations other than Societies or Trade Associations]

Washington/Baltimore (DC/MD/VA) & vicinity

	No. in Job	Mean	Median	First Decile	First Quartile	Third Quartile	Ninth Decile
Minimum of Annual Salary Range	166	$65,606	$55,000	$35,000	$42,000	$85,000	$100,000
Current Annual Salary	334	$86,822	$72,500	$41,100	$52,500	$102,000	$147,808
Maximum of Annual Salary Range	161	$90,164	$75,000	$43,400	$51,800	$107,500	$151,845
Total Annual Cash Compensation	303	$90,350	$74,488	$41,900	$54,187	$104,003	$152,913

By Metropolitan Area and Type of Organization

Other Types of Nonprofit Organizations (Advocacy/Consumer Organizations)

Washington/Baltimore (DC/MD/VA) & vicinity

	No. in Job	Mean	Median	First Decile	First Quartile	Third Quartile	Ninth Decile
Minimum of Annual Salary Range	11	$61,190	$60,000		$43,750	$86,500	
Current Annual Salary	33	$90,462	$76,000	$45,200	$62,772	$105,000	$152,598
Maximum of Annual Salary Range	11	$87,009	$95,000		$62,816	$100,000	
Total Annual Cash Compensation	29	$96,636	$85,000	$44,151	$64,121	$121,250	$165,198

MEDIA MATTERS
for America™

DAVID BROCK

Former conservative media insider and author of the 2002 *New York Times* best-selling political memoir *Blinded by the Right: The Conscience of an Ex-Conservative* (Crown), currently serves as president and chief executive officer of *Media Matters for America*. In May 2004, Brock founded *Media Matters for America*, a Web-based, not-for-profit, progressive research and information center, to monitor, analyze, and correct conservative misinformation in the U.S. media. His fourth political book, *The Republican Noise Machine: Right-Wing Media and How It Corrupts Democracy*, is being released this month by Crown.

Brock began his career in the conservative media in the mid-1980s as a writer and senior editor at *Insight on the News* magazine, a sister publication of *The Washington Times*. He was a frequent freelance contributor to *Commentary*, *The Wall Street Journal* editorial page, *The National Interest*, and *The American Spectator*, and he was named John M. Olin Fellow at the Heritage Foundation (1990-91).

In 1991, Brock returned to *The Washington Times* as an editorial page writer. In October 1992, he wrote an article for *The American Spectator* titled "The Real Anita Hill." The article served as the catalyst for Brock's 1993 *New York Times* best-seller *The Real Anita Hill* (Free Press). He received wide acclaim from the conservative media for the book, which claimed that Supreme Court Justice Clarence Thomas was falsely accused of sexual harassment.

Brock joined *The American Spectator* in 1993 as an investigative writer. In December of that year, he penned the "Troopergate" story, triggering Paula Jones's sexual harassment lawsuit against then-President Bill Clinton.

Brock's ideological shift out of the conservative movement was marked by his October 1996 book, *The Seduction of Hillary Rodham* (Free Press), a biography of First Lady Hillary Rodham Clinton. The mainstream media noted his balanced approach, while the conservative media denounced Brock as an "apologist" for the First Lady.

Brock formally renounced his ties to the conservative movement in June 1997 in an article published in *Esquire* titled "Confessions of a Right-Wing Hit-Man." Five months later, he was fired from *The American Spectator*.

At the height of the Monica Lewinsky scandal, Brock's mea culpa included publishing an open letter to President Clinton in *Esquire*, apologizing for Troopergate/Paula Jones, and revealing the broad outlines of the "vast right-wing conspiracy" to destroy the Clinton presidency. President Clinton accepted Brock's apology.

In July 2001, Brock published an excerpt of *Blinded by the Right* in *Talk* magazine, revealing Clarence Thomas's role in attempting to smear a witness in the case against him and also expressing regret for publishing *The Real Anita Hill*. Brock also sent Anita Hill a private note of apology.

In March 2002, Brock published *Blinded by the Right: The Conscience of an Ex-Conservative*, a *New York Times* best-seller.

Today, Brock serves on the advisory board of Democracy Radio Inc., a not-for-profit effort to bring progressives to talk radio; he is also the recipient of an award for political entrepreneurship from the New Democrat Network, a leading Democratic organization dedicated to promoting new, cutting-edge approaches to progressive priorities. He is a graduate of the University of California, Berkeley.

Media Matters for America is a Web-based, not-for-profit, progressive research and information center dedicated to comprehensively monitoring, analyzing, and correcting conservative misinformation in the U.S. media. Media Matters for America is the first organization to systematically monitor the media for conservative misinformation – every day, in real time – in 2004 and beyond. For more information, log on to www.mediamatters.org

MUR772600093

PETER D. ROSENSTEIN
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Resumé
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peter@prosenstein.com

EDUCATION

Master of Public Administration, Baruch College of CUNY, New York, NY - 1978
B.A., City College of New York, New York - 1969
Public Administration Program, Renesselaer Polytechnic Institute, Troy, NY - 1976

EXPERIENCE

Independent Consultant and Speaker
1977 - Present

P.D.R. Associates
Washington, DC

Consult with clients and present in the areas of non-profit management, strategic planning, conference management, fund raising, disability rights, education policy, travel, financial management, and political campaign management. Clients have included Coordinator Publications, COSSMHO, the Department of Commerce, U.S. Commission on Human Rights, U.S. Department of Education Transition Committee, and numerous non-profits and political candidates.

Executive Director
October 1989 – September 2003

National Association for Gifted Children (NAGC)
Washington, DC

NAGC is an international association with affiliates in every state and Europe whose mission is to ensure that creatively and intellectually gifted children receive an appropriate education. Membership is made up of teachers, administrators, and parents. NAGC publishes a quarterly journal, a quarterly parent magazine, a newsletter, and other educational materials, and sponsors an annual conference and exhibit hall attended by more than 3,500 people. In my tenure with NAGC I accomplished the following:

- Moved the National Office to Washington, DC, hired staff and set up a computer networked office.
- Built a reserve fund of $4 million through proper management of association programs.
- Developed a National Advisory Board whose membership includes Governors, State Education Superintendents, members of Congress, and corporate representatives.
- Developed a positive image for the association on Capitol Hill and with other education groups through planned public relations and new publications.
- Started a new full color quarterly magazine, *Parenting for High Potential.*

Executive Director
October 1985 - September 1989

Accountants for the Public Interest
Washington, DC

API is a national association that works through its affiliates to encourage accountants to provide pro bono publico accounting and financial management services to not-for-profit organizations, small businesses, and individuals.

- Established Association Headquarters in Washington, DC.
- Expanded national network of affiliates.
- Developed fundraising program.

Adjunct Associate Professor
January 1983 - 1986

The George Washington University
School of Medicine & Health Science
Washington, DC

Taught seminar in health financial issues to second-year medical students, physician assistant and nurse practitioner students.

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Executive Director
February 1981 - August 1984

American Academy of Physician Assistants
Arlington, VA

The AAPA is the nationally recognized association representing physician assistants.

- Served as CEO with full program, financial, and staffing responsibility.
- Developed legislative program and served as Association Lobbyist.
- Built a $1 million reserve fund from income other than dues.
- Developed public relations program to enhance the image of PAs with the public, Congress, and the medical community.
- Increased association membership by 20%
- Secured continued federal funding for PA programs.

Executive Director
January 1978 - January 1980

White House Conference on Handicapped Individuals/Implementation Unit
Washington, DC

The White House Conference resulted in a multi-point plan demanding action on the federal, state, and local government levels, and in the private sector to improve the position of handicapped individuals in society.

- Directed work of intra- and inter-agency councils, including high level representatives of over 30 federal agencies and commissions.
- Conducted national Governors' Conference and four regional consumer conferences on disability issues.
- Managed legislative agenda at federal and state levels.
- Spoke at conferences and seminars in nearly every state.
- Produced final report on federal progress in the areas of concern to the constituency.

City-wide Coordinator
May 1974 -June 1977

Mayor's Office of Service Coordination
New York, NY

This office coordinated the delivery of municipal services for the Mayor through the newly formed and decentralized community boards.

- Supervised 70 liaison, management, and administrative employees.
- Assisted in preparation and monitoring of $7.5 million budget.
- Developed and conducted seminars on local government for City Administrators and community board members.

Administrative Aide
January 1973 - May 1974

Congresswoman Bella S. Abzug
New York, NY

Teacher
September 1969 - December 1972

New York City Board of Education
New York, NY

REFERENCES AND FURTHER INFORMATION ON REQUEST

0038 0071

Conferences and Seminars Planned and Conducted:

- Scouting and Youth in the Inner City. Developed for scout leaders and volunteers, 1975.
- Training course on working with community organizations for New York City administrators and commissioners, 1976.
- Decentralization Conference, New York City, 1976. 300 community activists and city employees.
- Consumer action seminars: three regional conferences on state and local government for handicapped consumers, parents, providers, and advocates. May and June, 1979.
- Follow-up to the White House Conference on the Handicapped for Governors and their staffs. Minneapolis, MN, 1979. Emphasis on PL 94-142, human and civil rights.
- American Academy of Physician Assistants annual Conference and Exhibit, 1981, 1982, 1983.
- Lobbying: The Federal Trade Commission as an example: Substance and Technique. For the Washington Society of Association Executives. Washington, DC, 1983.
- COSSMHO; Social Service and Health Issues, Bi-annual conference, Los Angeles, CA, 1984.
- Accountants for the Public Interest. Annual meeting, 1986, 1987, 1988, and 1989.
- National Association for Gifted Children. Annual Convention, 1990 through present.

Articles and Papers:

- "Decentralization - Is it Cost Effective?", Journal of the Center for Governmental Studies, Vol. 1, 1976.
- "Social Services and 504", Public Welfare Journal, September 1979.
- "Implications: 504 and PL 94-142", Regulatory Eye, September 1979.
- The National Council on the Handicapped, Position Paper, 1979.
- The International Year for Disabled Persons, Position Paper, 1979.
- "Transportation for the Handicapped - A Statement", A Consultation sponsored by the U.S. Commission on Civil Rights, May 1979.
- "Public Service Accounting", Journal of Accountancy, April 1987.
- "The National Association for Gifted Children Looks to the Future", Our Gifted Children. July 1991.
- "The Art of Negotiation," USAE News, July 1997.
- "Staff; Membership; or Market-Driven? That's the Question!", USAE News, September 1997.
- Quarterly Executive Director's Column, *Parenting for High Potential,* September 1996 - Present.
- "The New Millennium is Finally Here: Can We Talk About it Now?", USAE News, January 2000.

Speeches:

- On 504 and PL 94-142 to Governors' Committees, consumer and parent groups in California, Connecticut, Colorado, Delaware, Florida, Hawaii, Indiana, New Mexico, New York, and Washington.
- On PA services to consumer and provider groups in 30 states.
- On Third Party Reimbursement to the American Society of Law and Medicine Conference, 1982, 1983.
- Third Party Reimbursement for Physician Assistants and Nurse Practitioners, St. Louis University School of Law, 1982.
- Speeches as surrogate for political candidates to groups of 50 to 3,000 individuals. Topics included local government, federal/state relations, and citizen involvement.
- Advocacy: How and Why, Mid-States Conference, Denver, CO, 1991.
- Advocacy for Gifted Education in America, World Congress on Gifted, The Hague, 1991.
- Gifted Education in the United States: Past, Present and Future, World Congress on Gifted, Seattle, WA, 1997.
- On Gifted Education for education groups and NAGC affiliates in over 20 states.

Volunteer Activities:

- 1978 Board of Higher Education Search Committee, Baruch College Presidential Search.
- Scouting: Commissioner, Hendric Hudson District, New York City Explorer Advisor, Troop 780M, Scouting Committee for the Handicapped, Washington, DC.
- League of Disabled Voters, Founding member, Board of Directors and Incorporator.
- Inspire '85, Festival on the Mall, Washington, DC.
- Greater Washington Society of Association Executives, Law and Legislative Committee, Chair 1988-89.
- Capital Chapter Professional Convention Management Association, member Board of Directors, 1995 - 2000
- President and Founder, "Arts in Action," 1995 - Present.
- Member and Vice Chair, Board of Trustees, University of the District of Columbia, 2000 – Present.

Honors:

- Who's Who in Wrshington, DC.
- Who's Who of Emerging Leaders in America.

BIO

Peter D. Rosenstein

Mr. Rosenstein was born and raised in New York City. He attended the public school system and went through Junior and Senior High School programs for the gifted and talented. He graduated with a BA degree in political science and a minor in education from CCNY in 1969 and received his MPA from Baruch College in 1978.

Mr. Rosenstein began his career as a teacher in the New York City school system and was a community activist in Harlem where he taught. He then pursued his long-term interest in government and in succession was Administrative Aide to Congresswoman Bella S. Abzug, Citywide Coordinator of Local Government for the Mayor's Office in New York City and Executive Director of the White House Conference on Handicapped Individuals/Implementation Unit, Washington, DC.

In his White House Conference position, he analyzed the federal service delivery system as related to disabled citizens and worked with Congress on issues of special concern to disabled individuals, including full implementation of P.L. 94-142 (Education of Disabled Children), and section 504 of the 1974 Rehabilitation Act that insures access for the differently abled.

Mr. Rosenstein then entered the non-profit field as Executive Director of the American Academy of Physician Assistants and Physician Assistant Programs, and worked as a private consultant in the areas of management, conference planning and financial management for associations. He served as Executive Director of Accountants for the Public Interest, and his most recent position in the non profit field was as Executive Director of the National Association for Gifted children from 1989 to September 2004.

Mr. Rosenstein is active in the Association community and is a member of the American Society of Association Executives, a former Board member of the Capital Chapter of the Professional Convention Management Association, and a former Chair of the Law and Legislative Committee of the Greater Washington Society of Association Executives. Mr. Rosenstein is the founder and President of Arts in Action, an organization raising funds for HIV/AIDS education and service organizations in the metro DC area. He served as issues Chair of the Anthony Williams for Mayor Re-election Committee and is a senior advisor to the Mayor. Mr. Rosenstein is Vice-Chair of the Board of Trustees of the University of the District of Columbia.

Mr. Rosenstein is currently President of PDR Associates, a consulting firm based in Washington, DC, specializing in non-profit management, government and community affairs and education policy.

Biographies for Will Lippincott and Darrin Bodner

Will Lippincott (Secretary) is a media and publishing executive who has worked in various capacities at The Village Voice, The New Yorker and The New Republic. He is currently publisher of Strategy & Business, a quarterly business management magazine and co-founder of the literary agency, Lippincott & McQuilkin. He attended Bucknell Univeristy and received a BA in Latin American Studies and Spanish, 1991.

Darrin Bodner has served as a major fundraiser and political/government affairs consultant in both the non-profit and political world. Most recently he was Development Director of the award-winning, off-Broadway Atlantic Theater Company. Previously he served former New York City Council Speaker Peter F. Vallone as volunteer coordinator on his 1998 race for governor, as an advisor at the City Council and finally as Finance Director of his 2001 mayoral race. He has also consulted for a number of other candidates. Previously, Darrin worked for Microsoft, AirMedia and The New 42nd Street Inc. He received his BA in Economics from Dickinson College.

MEDIA MATTERS FOR AMERICA
2004 BUDGET (PROJECTED)

		Total
INCOME		
Starting Balance	$	89,701
Contributions	$	2,700,000
Earned Interest	$	10,000
	$	2,799,701
PERSONNEL		
Salaries & Wages	$	954,750
Payroll Processing Fees	$	2,000
Payroll Taxes	$	60,000
Healthcare	$	50,000
Total	$	1,066,750
CONSULTANTS		
Legal	$	66,823
Professional Fees - other	$	608,888
Accounting	$	5,000
Temporary Help	$	1,546
Total	$	682,257
GENERAL OPERATIONS		
Books, subscriptions, reference	$	51,312
Office Services	$	1,401
Postage, shipping, delivery	$	9,419
Supplies	$	29,213
Telephone & telecommunications	$	22,915
Printing/Publications	$	7,500
Server Hosting	$	34,000
Contingency	$	105,000
Total	$	260,760
SPECIAL OPERATIONS		
Media Buys	$	90,304
Transcription	$	193,962
Total	$	284,266
TRAVEL & MEETINGS		
Conference, convention, meeting	$	46,090
Dining	$	16,892
Travel	$	47,883
Total	$	110,864
OCCUPANCY		
Rent	$	147,898
Occupancy Fees	$	12,368
Parking	$	8,843
Total	$	169,108
MISC		
Misc	$	9,183
Total	$	9,183
BUSINESS EXPENSES		
Sales Tax	$	12,172
Total	$	12,172
CAPITAL		
Computers & Accessories	$	42,788
Furniture	$	14,067
Media Infrastructure	$	10,904
Network Infrastructure	$	80,915
Office Machines	$	18,994
Total Capex	$	167,758
TOTAL EXPENSE	$	2,763,119
CUMULATIVE		
Income	$	2,799,701
Expenses	$	2,763,119
Difference	$	36,582

0038 0076

Form **5768**

(Rev. December 1996)

Department of the Treasury
Internal Revenue Service

Election/Revocation of Election by an Eligible Section 501(c)(3) Organization To Make Expenditures To Influence Legislation

(Under Section 501(h) of the Internal Revenue Code)

For IRS Use Only ▶

Name of organization	Employer identification number
Media Matters for America	47 : 0928008
Number and street (or P.O. box no., if mail is not delivered to street address)	**Room/suite**
1C 7 K Street NW	800
City, town or post office, and state	**ZIP + 4**
Washington, DC	20006

1 Election—As an eligible organization, we hereby elect to have the provisions of section 501(h) of the Code, relating to expenditures to influence legislation, apply to our tax year ending 12/31/04 (Month, day, and year) and all subsequent tax years until revoked.

Note: *This election must be signed and postmarked within the first taxable year to which it applies.*

2 Revocation—As an eligible organization, we hereby revoke our election to have the provisions of section 501(h) of the Code, relating to expenditures to influence legislation, apply to our tax year ending .... (Month, day, and year)

Note: *This revocation must be signed and postmarked before the first day of the tax year to which it applies.*

Under penalties of perjury, I declare that I am authorized to make this (check applicable box) ▶ ☑ election ☐ revocation on behalf of the above named organization.

[signature] .... David Brock, President 5/28/04

(Signature of officer or trustee) (Type or print name and title) (Date)

General Instructions

Section references are to the Internal Revenue Code.

Section 501(c)(3) states that an organization exempt under that section will lose its tax-exempt status and its qualification to receive deductible charitable contributions if a substantial part of its activities are carried on to influence legislation. Section 501(h), however, permits certain eligible 501(c)(3) organizations to elect to make limited expenditures to influence legislation. An organization making the election will, however, be subject to an excise tax under section 4911 if it spends more than the amounts permitted by that section. Also, the organization may lose its exempt status if its lobbying expenditures exceed the permitted amounts by more than 50% over a 4-year period. For any tax year in which an election under section 501(h) is in effect, an electing organization must report the actual and permitted amounts of its lobbying expenditures and grass roots expenditures (as defined in section 4911(c)) on its annual return required under section 6033. See Schedule A (Form 990). Each electing member of an affiliated group must report these amounts for both itself and the affiliated group as a whole.

To make or revoke the election, enter the ending date of the tax year to which the election or revocation applies in item **1** or **2**, as applicable, and sign and date the form in the spaces provided.

Eligible Organizations.—A section 501(c)(3) organization is permitted to make the election if it is not a disqualified organization (see below) and is described in:

1. Section 170(b)(1)(A)(ii) (relating to educational institutions),
2. Section 170(b)(1)(A)(iii) (relating to hospitals and medical research organizations),
3. Section 170(b)(1)(A)(iv) (relating to organizations supporting government schools),
4. Section 170(b)(1)(A)(vi) (relating to organizations publicly supported by charitable contributions),
5. Section 509(a)(2) (relating to organizations publicly supported by admissions, sales, etc.), or
6. Section 509(a)(3) (relating to organizations supporting certain types of public charities other than those section 509(a)(3) organizations that support section 501(c)(4), (5), or (6) organizations).

Disqualified Organizations.—The following types of organizations are not permitted to make the election:

a. Section 170(b)(1)(A)(i) organizations (relating to churches),

b. An integrated auxiliary of a church or of a convention or association of churches, or

c. A member of an affiliated group of organizations if one or more members of such group is described in **a** or **b** of this paragraph.

Affiliated Organizations.—Organizations are members of an affiliated group of organizations only if (1) the governing instrument of one such organization requires it to be bound by the decisions of the other organization on legislative issues, or (2) the governing board of one such organization includes persons (i) who are specifically designated representatives of another such organization or are members of the governing board, officers, or paid executive staff members of such other organization, and (ii) who, by aggregating their votes, have sufficient voting power to cause or prevent action on legislative issues by the first such organization.

For more details, see section 4911 and section 501(h).

Note: *A private foundation (including a private operating foundation) is not an eligible organization.*

Where To File.—Mail Form 5768 to the Internal Revenue Service Center, Ogden, UT 84201-0027.

0038 0077

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For Immediate Release

Contact: **Sally Aman**
202-544-9177

Ex-Conservative Insider David Brock Launches Progressive Research and Information Center

Group to Correct Conservative Misinformation

Poll indicates national concern about the power of conservative media

(May 3, 2004, Washington, DC) – David Brock, an ex-conservative media insider, today announced the launch of *Media Matters for America,* a new Web-based, not-for-profit progressive research and information center dedicated to monitoring, analyzing, and correcting conservative misinformation in the U.S. media. *Media Matters for America* puts in place, for the first time, the means to systematically monitor the media for conservative misinformation – every day, in real time – in 2004 and beyond.

"Conservative misinformation is any news or commentary presented in the media that is not accurate, reliable, or credible and that forwards the conservative agenda. In the 1990s, as a conservative media insider, I saw firsthand the damage done to our democracy when conservative misinformation masquerades as journalism," said Brock, *Media Matters for America's* president and CEO. "In my book *Blinded by the Right: The Conscience of an Ex-Conservative* (Crown 2002), I revealed how this misinformation – deliberately bought and paid for by covert political forces – enveloped the media, poisoned public discourse, and nearly toppled a president. Now, I'm creating an organization to stop this flow of misinformation. "

Media Matters for America's principal vehicle for correcting misinformation will be its website – www.mediamatters.org – featuring research and information from a range of initiatives:

- **Media Monitoring:**
  - Monitor a cross section of print, broadcast, cable, radio, and Internet media to identify conservative misinformation.
- **Media Analysis:**
  - Rapid-response items analyzing and correcting conservative misinformation – every day, in real time.
  - Longer research and analytic reports, appearing several times per week.
  - Occasional reports of a broader scope, delving deeper than daily and weekly material.

– more –

1627 K Street, NW Suite 800 Washington, DC 20006 www.mediamatters.org

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- **Inaugural Projects:**
  - **Democracy Project.** Track and swiftly correct conservative media misinformation on major current political issues, with the goal of discouraging responsible news outlets from giving it credence.
  - **Radio Project.** Comprehensively monitor, analyze, and correct targeted political talk radio shows.
  - **Columnist Project.** Monitor to ensure syndicated columnists – and the newspapers that publish them – adhere to fact in their opinion columns.
  - **Activism Project.** In the planning stages, the Activism Project will spur progressive activism based on standards and accountability in media.

Through these initiatives and advanced technology, *Media Matters for America* is prepared to go toe-to-toe with right-wing media monitoring groups that have been working for decades as part of a conservative strategy to amass undue media power and influence.

"The nation is awash in conservative misinformation. Every day – from Limbaugh to Drudge to FOX News – viewers and listeners are bombarded by conservative misinformation presented as fact," said Brock. "Until now, there wasn't an organization set up to monitor, analyze, and correct these news outlets. *Media Matters for America* will be joining a broader progressive effort to respond to the conservative movement's $1 billion-plus media machine, which has skewed the media and public debate to the right."

Results from a new poll conducted by the Garin-Hart-Yang Research Group and commissioned by *Media Matters for America* confirm that, despite long-standing conservative complaints of liberal media bias, a plurality of the American electorate today believe that conservatives have more power and influence in the media today than do liberals.

"Americans who spend the most time, more than 20 hours a week, using the media to get news and information about government and politics at the national level are particularly likely to point to conservative media dominance," says Geoffrey Garin, president of Garin-Hart-Yang Research Group. "By 46 percent to 31 percent, respondents said that conservatives have more power and influence in the media today than do liberals. Moderate and Independent voters also reach the same conclusion."

The poll also documents the impact of two key media sources – FOX News Channel and talk radio – whose audience and market appeal are highly influenced by ideology. "FOX News Channel and talk radio are different from virtually all other news sources in the extraordinary degree to which their audience appeal is based on ideology rather than traditional news values," says Garin.

Consumers of conservative media are far more likely than other voters to believe that Iraq possessed weapons of mass destruction when the U.S. went to war. Despite the lack of evidence, 71 percent of those who watch FOX News Channel and 74 percent of talk radio listeners believe there are WMDs in Iraq, according to the survey findings.

A summary of the poll, as well as real-time analyses of conservative misinformation, can be found on *Media Matters for America's* website: www.mediamatters.org.

Media Matters for America is a Web-based, not-for-profit, progressive research and information center dedicated to comprehensively monitoring, analyzing, and correcting conservative misinformation in the U.S. media. Media Matters for America is the first organization to systematically monitor the media for conservative misinformation – every day, in real time – in 2004 and beyond. For more information log on to http://www.mediamatters.org

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CQ.com

May 3, 2004

The Dem Progressive Wing Takes Flight
By John Stanton

Still stinging from the 1994 Republican takeover of Congress and the resulting rise of moderate elements within the Democratic Party, liberals -- or progressives as many call themselves -- have spent more than two years reworking their agenda and tactics, as well as creating new outside institutions aimed not only at reasserti g control over the party but also moving the broader political discourse into more friendly territory.

The coordinated effort to reshape both their party and the nation is based largely on the models developed by conservatives, who, starting in the late 1960s, began a major political initiative that culminated in conservative politicians dominating the GOP and sweeping into control of Congress in November 1994, congressional Democrats and progressive activists said.

And although many of the architects behind the progressives' effort acknowledge 2004 will not be their 1994, they argue the recent failures of the party's moderate wing to capture broader public support, a flagging economy and the perception of President Bush as a dyed-in-the-wool conservative make this something of a coming-out year for progressives.

"Part of the reason I think it's happening is because the kitchen table type of economic issues have become much more salient," said David Sirota of the Center for American Progress, a former Democratic spokesman for the House Appropriations Committee. Even leaders of the party's moderate wing acknowledge this year's political climate has helped to energize the resurgence of the progressive wing.

"There's no question that the president has inflamed the progressives within the party," said the Democratic Leadership Council chairman, Sen. Evan Bayh of Indiana.

The 'L' Word

One part of the progressive strategy to regain its role in American politics is to make the label "progressive" the standard moniker for the activist-wing of the Democratic Party, replacing the much maligned "liberal."

By the early 1990s, liberal had become an ugly word, argued David Brock, who during the late 1980s and much of the 1990s worked as one of the conservative movement's political message developers.

Although efforts to drop the liberal moniker have yet to fully take hold, it has become commonplace in Democratic circles, and members of the movement go to great pains to chastise reporters and other political insiders who do not use the progressive label when referring to them.

More substantively, former Clinton White House Chief of Staff Podesta in 2002 began quietly discussing with Democratic colleagues an idea he had been working on for several years. His proposal was to use the same tactics conservatives had used to force liberal voices out of the mainstream in order to reform the Democratic Party and force progressive perspectives back onto the national stage.

Meeting with party activists, labor org nizations and other veterans of the formerly liberal wing of the party, Podesta and the now-fallen conservative angel Brock began to put into place a strategy to build up an institutional framework of fundraising organizations, think tanks and media machines to support a long-term progressive agenda.

Brock and others involved in the effort said the process of setting up an institutional base of operations to promote progressive ideas and to back favored politicians is based explicitly on the framework created by conservatives.

For instance, instead of attempting to simply influence the existing Republican Party, conservatives in the 1960s and 1970s went about developing their own people and positions, bringing up a generation of analysts and politicians that had a ready-made policy agenda.

As a result, when they finally found a sympathetic ear in President Reagan in 1980, they were ready to take advantage of the opportunity.

"They didn't wait for Reagan when he came into office. The Heritage Foundation handed him that blueprint," which would eventually become the basis not only for Reagan's efforts to shrink government and cut regulation, but would ultimately form the basis for much of today's conservative agenda, according to Brock.

Today, progressives are attempting to do the same thing. "It's a permanent investment in what the right wing calls the 'War of Ideas,'" Brock says.

Centered on Podesta's Center for American Progress -- which progressives refer to as their Heritage Foundation -- those efforts have already borne fruit. Groups like Moveon.org and the Media Fund have sprung up in the last two years acting as surrogates for the Democratic Party and raising vast sums of money.

And today, Brock will unveil his new "Media Matters" organization designed to blunt the conservative machine and help promote the progressive agenda.

Similarly, dozens of left-leaning Web logs have also flooded the Internet, providing a running, progressive critique of the Bush administration and congressional Republicans.

Likewise, progressives are in the early stages of attempting to break into conservative America's greatest tool -- talk radio.

In the House, Democrats tapped California Rep. Nancy Pelosi to become minority leader, which has solidified progressives' role in shaping the Democratic agenda and message in the chamber.

In the Senate, a group of progressive lawmakers -- including Sens. Edward Kennedy of Massachusetts, Barbara Boxer of California, Richard Durbin of Illinois, Frank Lautenberg of New Jersey and Hillary Rodham Clinton and Charles Schumer of New York, along with Democratic Policy Committee Chairman Byron Dorgan of North Dakota and Democratic Senate Campaign Committee Chairman Jon Corzine of New Jersey -- have formed an informal caucus, and meet regularly to discuss message and strategy.

The group has also taken control of the so-called Speakers' Group, an informal Democratic organ in the Senate tasked with promoting the Caucus agenda and message through floor speeches and other events.

Senate Democratic aides from both sides of the party also point to the Democratic Policy Committee, the Caucus' primary political message wing. According to aides, Minority Leader Daschle and Dorgan have staffed the policy committee with aides sympathetic to the movement's goals and who regularly produce progressive talking points and message materials.

Such steps are distinctly similar to moves in the 1970s and 1980s by such GOP strategists as former Speaker Gingrich and Vice President Cheney, then a GOP House member from Wyoming on his way up the leadership ladder.

Messaging The Message

A second, though less explicit, lesson that Democrats have taken from the successes of conservatives can be seen in how progressive members package their message.

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Today, "compassionate conservatives" promote "responsible" spending, tax cuts that will stimulate the economy and general fiscal restraint, while dropping many of the more extreme government slashing priorities of previous years and toning down the libertarian bent of their rhetoric.
Similarly, today's progressives appear to be much different than the liberals of the 1970s and 1980s. For instance, on trade matters, while many Democrats support greater trade liberalization, they also argue for including tough labor and environmental rules to -- as Michigan Democratic Gov. Jennifer Granholm recently said -- "level up" the playing field to ensure American workers do not see their jobs sent overseas.

Daschle last week took up this theme, again combining traditional Democratic concerns for labor with the more moderate free trade stance of the DLC.

In a statement released Thursday, Daschle lambasted the Bush administration for not aggressively pursuing complaints against trading partners in the World Trade Organization and called for a renewed emphasis on enforcement to protect American workers.

"American workers can compete with any country in the world, provided they're allowed to compete on a level playing field. Many of our trading partners are not playing fairly. And unless the administration is willing to stand up and fight for America's workers, these unfair practices will continue," Daschle said in the statement.

On health care, progressives are pushing for a better "federal" healthcare system, arguing such a system would help reduce the burden on small businesses. Democrats have also latched onto the general issue of job "outsourcing," again making a nuanced argument centered not just on the obvious labor issues but also the effects the phenomenon has on small businesses in the domestic manufacturing sector.

The Party's Public Face

While progressives acknowledge the 2004 election will not be "their year," they contend that the political climate and a number of key events have coalesced to provide them with an opportunity to begin flexing their muscles.

Over the last several months, for instance, progressives in the Senate have taken an increasing role as the party's public face, using the chamber to pursue minimum wage, overtime and consumer protection legislation, as well as a forum to attack GOP priorities. "Our agenda has been well served on the floor," Durbin said.

One of the chief reasons cited for progressives' increasing visibility is, predictably, Bush. "Bush has galvanized the party like no Democrat ever could," said one Senate Democratic aide, noting that the various factions of the party have put aside their differences "for the greater good."

Sirota and other outside activists argue the divisive political tenor created by many of Bush's policies has also provided Democrats with an opportunity to espouse policies that set themselves in stark contrast to Republicans, a political position better suited to liberal or progressive arguments than moderate approaches.

"The administration and Republicans have overreached and created this opening to talk about progressive issues ... that appear to be very mainstream" in comparison, Sirota said.

Moderate Democrats like Bayh and Sen. Joseph Lieberman of Connecticut acknowledge Bush has given progressives a platform from which to work, making maintaining a centrist position more difficult.

"Of course" Bush has had such an effect, Lieberman said, arguing the combative tone of much of the Democratic rhetoric of late is "reflex partisanship."

But many Senate Democrats also privately argue progressives' rising stock is caused by resentment of moderates' cooperation with Republicans.

Senate aides point to last fall's Medicare debate as a potentially watershed moment. After a bitterly partisan fight during the conference committee proceedings that included only two Democrats -- moderate Sens. John Breaux of Louisiana and Finance ranking member Max Baucus of Montana -- Democrats of all stripes were looking to defeat

the bill and block a major political victory for the White House. But party discipline did not hold, and in the end several Democrats bolted and voted for the bill.
The vote became the poster-child for what some believe is broader pattern of moderate Democrats putting aside party loyalty and accepting bad compromises with the GOP simply to move legislation.

The Medicare vote prompted serious soul searching within the Senate Democratic Caucus, one outside observer said, noting that there was a "significant re-evaluation of the 'appeasement' posture of the Democratic Party."

"We looked around and said, who is it that keeps doing this to us ... and [realized] it's the same two or three people," one Senate Democratic aide acknowledged. A second Senate aide agreed, noting the Caucus "has vowed to never let that happen again."

But unlike 2000, when Democrats saw their party divided along similar lines during former Vice President Gore's presidential race, moderates and progressives this time around are actively trying to meld their two positions into a single argument.

"The Democratic Party is a big tent," Bayh said, saying both camps have thus far been able to coexist peacefully.

Durbin, who was one of the original founders of the DLC, agreed, saying progressives are not walking away from the fiscal responsibility and business-friendly attitudes of the centrist camp. "I think we can do that without giving up our progressive legacy," Durbin said.

INTERNAL REVENUE SERVICE
PACIFIC COAST AREA MANAGER

Department of the Treasury

TE/GE Division
24000 Avila Road, Mail Stop 3000
Laguna Niguel, CA 92677
Attn: EOG:7888:em

Media Matters for America
C/o David Brock
3334 North Street NW
Washington, DC 20007

Date:
May 10, 2004
Case Number:
2033[illegible]119
Person to Contact:
Elizabeth Marquez #95-01933
Telephone Numbers:
(949) 389-4412 Office
(949) 389-5017 FAX
Response Due Date:
June 1, 2004

Dear Applicant:

Before we can determine whether your organization is exempt from Federal income tax, we must have enough information to show that you have met all legal requirements. You did not include the information needed to make that determination on your Form 1023, Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code.

To help us determine whether your organization is exempt from Federal income tax, please send us the requested information by the above date. We can then complete our review of your application.

If we do not hear from you within that time, we will assume you do not want us to consider the matter further and will close your case. In that event, as required by Code section 6104(c), we will notify the appropriate state officials that, based on the information we cannot recognize you as an organization of the kind described in Code section 501(c)(3). As a result, the Internal Revenue Service will treat your organization as a taxable entity. If we receive the information after the response due date, we may ask you to send us a new Form 1023.

In addition, if you do not provide the requested information in a timely manner, we will consider that you have not taken all reasonable steps to secure the determination you requested. Under Code section 7428(b)(2), your not taking all reasonable steps in a timely manner to secure the determination may be considered as failure to exhaust administrative remedies available to you within the Service. Therefore, you may lose your rights to a declaratory judgment under Code section 7428.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Thank you for your cooperation.

Sincerely,

Elizabeth Marquez
Exempt Organizations Specialist

Cc: Paul J. Murphy

Letter 1312(CG)

INTERNAL REVENUE SERVICE
Pacific Coast Area Manager
Attn:TE/GE:EOG:7888:em
24000 Avila Road, Mail Stop 3000
Laguna Niguel, CA 92677

Department of the Treasury

Date: May 10, 2004

Paul J. Murphy
Harmon, Curran, Speilberg & Eisenberg
1726 M Street NW, Suite 600
Washington, DC 20036

Person to Contact:
Elizabeth Marquez #95-01933
Telephone Number:
(949) 389-4412 Office
(949) 389-5017 FAX

The enclosed material is furnished to you under the provisions of a power of attorney or other authorization you have on file with us. For your convenience, we have listed below the names of the taxpayers this material relates to.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,
STEVEN T. MILLER
Director, Exempt Organizations

Enclosures:
[X] Letters
[ ] Reports
[ ] Other

Organization's Name: MEDIA MATTERS FOR AMERICA

Letter 937 (DO)

ORGANIZATION: Media Matters for America
CASE #: 203342119
AGENT: Elizabeth Marquez
DATE: May 10, 2004

ADDITIONAL INFORMATION

1. In Item 4a on Page 2 of Form 1023, it indicates that David Brock, the organization's President, may be compensated as an employee in the future. Please fully describe his proposed duties and the number of hours each week that he will devote to such duties. Also, please state the amount of compensation he will receive and the basis for arriving at the amount of such payment.

2. Besides the organization's President, please fully explain if any of the organization's officers, directors and/or related parties (i.e. familial or business) will receive compensation either as employees or consultants.

3. Please submit copies of any brochures, pamphlets, newsletters, advertisements or any other literature regarding your organization.

4. Please submit a brief statement regarding educational and work backgrounds of your board of directors and officers.

5. Please submit copies of any written leases, contracts or agreements entered into by your organization.

6. Please submit a breakdown list of your activities (For example, this organization is spending 20% of its activities conducting educational seminars and conferences, 35% of its activities on fund-raising activities, etc.). Please also describe briefly each activity, and state how the activity relates to the exempt purpose under section 501(c)(3).

7. Does your organization plan to hire any professional fundraisers? If so, please answer the following:

   a. Are any of the professional fundraisers you plan to hire related to your board of directors or officers?
   b. If you plan to hire professional fundraisers, please explain the types of the work they plan to engage on behalf of your organization (e.g.: Are they mainly telemarketers? etc.).
   c. Please submit the names and addresses of the professional fundraisers you plan to hire.

8. Please fully explain the nature of the following expenses that are reflected on Page 8 and its attachment of Form 1023:

   a. Fundraising expenses (Line 14),
   b. Other salaries and wages (Line 18),
   c. Occupancy (Line 20),
   d. Benefits (Attachment), and
   e. Contingency (Attachment).

9. Please fully explain what are the organization's plans for the excess revenues that are reflected on Line 24 on Page 8 of Form 1023.

10. Please fully explain the nature of Accounts payable that is reflected on Line 12 on Page 9 of Form 1023.

ORGANIZATION: Media Matters for America
CASE #: 203342119
AGENT: Elizabeth Marquez
DATE: May 10, 2004

11. Since the organization does advocate a particular viewpoint, please fully explain how it will ensure that its activities will restrict influence on legislation and prohibit political campaigning.

12. Since it appears that your organization plans to be involved in publishing activities, please answer the following:

   a. If you are organized to operate a bookstore or to engage in publishing activities of any nature (printing, publication or distribution of your own material or that printed or published by others and distributed by you), explain fully the nature of the operations, including whether sales are or will be made to the general public, the kind of literature involved, and how such activities are related to your stated purposes.
   b. State whether your organization has literature of its own. If so, list several of the chief works, giving the author and title.
   c. Explain how and by whom your publishing projects are selected. What are the criteria used for making selections?
   d. State how your publishing activities further your exempt purposes.
   e. State how your publishing activities are distinguishable from those of a for-profit enterprise
   f. State whether your literature is distributed free of charge. If not, what basis is used in determining the sales price?
   g. Describe your method of distributing your literature.
   h. Indicate whether your literature will be copyrighted. If so, in whose name will the copyright be held?

Exhibit 5

MEMORANDUM FOR HILLARY RODHAM CLINTON

From: Campaign Senior Staff
Date: July 25, 2015
RE: Strategy memo for primary campaign

Over the last two weekends, the campaign's senior staff, along with our consultants, held two daylong strategy discussions to map out the direction for the campaign over the coming months. The below memo summarizes the team's ideas for how best to achieve a set of strategic imperatives necessary to capture the Democratic nomination and lay a strong foundation for the general election.

<u>OBJECTIVE</u>

Win the Democratic nomination in a fashion that propels our campaign into the general election by strengthening core attributes of YOU as a person and as a leader.

<u>STRATEGIC IMPERATIVES</u>

This memo lays out the team's plan for achieving the following strategic imperatives:

1. Win Iowa and NH
2. Build a March firewall in Super Tuesday states
    a. Close the enthusiasm gap with young people, especially women
    b. Preserve our lead with women, African-Americans, Latinos and APIs
3. Build a strong digital community
4. Build a Super Delegate firewall
5. Cast HRC as a tenacious fighter who will get things done for everyday Americans
    a. Defend against attacks
    b. Assess and mitigate vulnerabilities
    c. Counterattack opposition Republican candidates on issues of trust

1. **Win Iowa and New Hampshire**

IOWA

Vote Goal/Targeting Strategy

- Our turnout projection in the Iowa caucuses is 120,000. Given this projection, our vote goal is 79, 865.

- Even assuming maximum erosion, we believe we start with a “floor” of 60,104 supporters. To reach our vote goal, we have a goal of persuading an additional 12,476 voters and mobilizing another 7,999 atop that.

- Our persuasion targets skew heavily female (91%), as does our turnout universe (81%). This reflects both that the overall caucus universe is more female than male, but also that our support levels among Iowa women than men.

CANDIDATE EVENTS

- Our Priority Event formats:

  → **Q&A:** Iowa City was well received and great persuasion format
  → **Day in the Life:** Message focused and supports rural coverage
  → **House Parties:** 80-100 people focused on org building and persuasion
  → **Org-build/Volunteer Events:** Rewarding and energizing regional volunteers
  → **Policy Rollouts/Message Events:** In particular, we should roll out a “rural agenda.”

- Persuasion events will focus on focus on, in addition to population centers, persuasion clusters in mostly “suburban” and “exurban” areas such as:

  - West Des Moines
  - Ames
  - Indianola
  - Grinnell

- Mobilization events will be for generating early excitement and preparing for GOTC in places such as:
  - Polk County
  - Linn County
  - Black Hawk County
  - Scott County

SURROGATE STRATEGY

- We will prioritize surrogate activity that evokes rural values and speaks to targeted constituencies. Event types include:

  - Family Restaurants
  - Office Visits
  - Rural county party events
  - Rural county fairs
  - Constituency "Summits"

EARNED MEDIA

- In addition to earned media from candidate travel, we will seek earned media opportunities that do not involve candidate travel:

  - Use event attendees to pitch localized stories in key markets
  - Radio booking
  - Constituency summits and leadership in targeted markets

NEW HAMPSHIRE

- Turnout estimate anywhere between 100k and 220k. Under all scenarios, the vote goal is 52.8 percent.
- **Voter contact has started in NH.** We're currently talking to likely Dem primary goers, getting candidate IDs, and working to validate the support model
- **In early August, we will move into a more concentrated persuasion phase,** aided by modeling to help identify likely Hillary soft supporters, and Bernie soft supporters. According to our model, "soft" Hillary supporters include women in general (young women specifically), older men, Democrats, and rural voters.
- **Current goals will allow us to knock on 80K doors**

CANDIDATE EVENTS: Priority event formats include:

- Town Halls
- Retail stops/OTRs
- Democratic party functions
- Campaign organizing events
- Major policy speeches
- Campaign-sponsored roundtables
- Campaign-sponsored rallies
- Debates and forums hosted by outside organizations

Surrogate Events: Priority surrogate types:

- **Pro Clinton Messengers:** Speak on why HRC is best candidate
- **Contrast Messengers:** Draw strong contrast to opponents
- **Family Members**: Speak personally about HRC
- **Constituency Validators & Staff**: Validate support for key constituency groups

EARNED MEDIA STRATEGY

- Key targeted regions: Hillsborough, Merrimack, and Rockingham counties followed by Strafford, Cheshire and Grafton Counties. These are home to the largest media outlets, and 17,500 of our soft support targets out of a total of nearly 30,000.

- To earn media coverage in the *Concord Monitor*, *Union Leader*, *Boston Globe*, *Portsmouth Herald*, and *Nashua Telegraph*, we will be more aggressive in pitching them surrogates, organizing activity, and hyper-localizing national announcements for their communities.

- NH's dwindling media landscape doesn't offer as many opportunities as we would like. To increase our earned media presence we will pursue coverage in all outlets, no matter how small or remote. We'll look for opportunities to earn coverage through letters to the editor, local testimonials and other strategies designed to fit smaller outlets.

- The television bleed from the Portland, Burlington, and Boston into N.H. is significant. With a focus on Burlington and Boston TV (because they reach more targeted geographic areas), ahead of major message events we will identify a local elected official who can be pitched for a stand up interview echoing the message out of a major policy address or other message event.

II. BUILD A MARCH FIREWALL

- Looking beyond the early-voting states, the demographics in the Super Tuesday states reinforce the importance of our coalition's outreach in establishing a March firewall:

  - Ten contests have a Democratic electorate where at least 30% of the vote are non-white voters.
  - Seven states have an electorate where at least 40% of the vote are non-white voters.
  - Five states have an electorate where at least 50% of the vote are non-white.
  - American Samoa, Alabama, Georgia and Texas have a Democratic electorate of at least 60% nonwhite voters.

- We are building an internal infrastructure to preserve our advantage with African-Americans, Latinos and Asian and Pacific Islander voters:

  - We have hired coalition outreach directors that are finalizing coalition outreach plans and will lead working groups within our campaign team to drive and execute those plans.

  - The working groups will integrate all departments — including Communications, Paid Media, Policy, and Digital — into a coordinated plan to reach out to our target constituencies.

  - Plans will include: Grassroots and grasstops list building, organizing events, targeted messaging events, digital programs, earned media strategy, radio etc.

- For each of these key constituencies, we need to pursue specific approaches to consolidate our support:

  WOMEN: Our campaign's level of discipline could right now be an impediment to young women's enthusiasm. We need to be more deliberate about seeking to stoke enthusiasm among women—especially young women. This should include using digital-based opportunities to "surprise and delight" young, female audiences with content that provides a more personalized window into HRC. This could include unscripted moments on the road. We're building plans to use women electeds more effectively, particularly women Senators and the leadership of the House Democratic Women's Caucus who have endorsed. We'll use the fall to build support on campuses, particularly around the issues of college affordability, climate and women's reproductive health. We should also lean heavier into the women lane by putting more emphasis on issues of pay equity, family leave, and child care with a strong contrast to Republican candidates.

AFRICAN AMERICAN: We cannot just think of this community in the aftermath of tragic events such as Charleston shooting or instances of police brutality. Our outreach should be more regular and frequent. We should put HRC in front of this group more often—for instance, by building more Af-Am-related events during our fundraising trips, especially events featuring women. Faith especially is a good connector in this community. We are planning activities around the 50th anniversary of Voting Rights Act, such as participating in a "Day of Action." We will prioritize more of your time in and on African-American media and utilize African-American radio more to promote our general policy announcements, and also make our policy experts available to amplify rollouts to Af-Am media outlets.

Milia Fisher 7/27/15 7:04 PM
Comment: MAYA BLACK TWITTER?

HISPANIC: There is some disappointment in this community towards Obama and a curiosity about whether HRC will be any different. In our outreach here, it is important to prioritize visuals showing HRC among or with Latino families. Latino voters are heavy users of social media, so we will place a particular emphasis on reaching those voters through social media strategies. We will also seek to reach these voters by looking into paid digital ads on nation-of-origin websites where many Spanish-speaking households get their news.

- Schedule of organizing activities in March Contest states through the end of 2015:
  - **JULY**
    - Ballot Access Petition Drives (IN, VA & VT)
    - Grassroots Weekend of Action
    - Coalition earned media plan drafted
    - Finalize congressional engagement plan around August recess
  - **AUGUST**
    - Path to Victory plans drafted for March 15th contests
    - Establish grassroots "kitchen cabinets"
    - Voting Rights Anniversary Amplification including voter registration drives (targeted areas)
    - 19th Anniversary Amendment Amplification events
    - Campus organizing programs launched
  - **SEPTEMBER**
    - Ballot Access Petition Drives (MA, IL & AL)
    - Labor Day events community canvassing
    - Caucus Organizing meetings
    - Grassroots Weekend of Action

- **OCTOBER**
  - Regional caucus coordinators trainings
  - Path to Victory plans drafted for Tier 2 caucus states
  - Grassroots Weekend of Action
  - National House Party Day

- **NOVEMBER**
  - Regional grassroots coordinator organizing summits
  - Grassroots Weekend of Action
  - Voter registration drives (targeted areas)

- **DECEMBER**
  - 50% caucus coordinators recruited
  - Volunteer Appreciation month
  - Early Vote/GOTV plans drafted
  - GOTC plans drafted

III. Build our Digital Community

- To date, we have established presences on the following digital platforms:

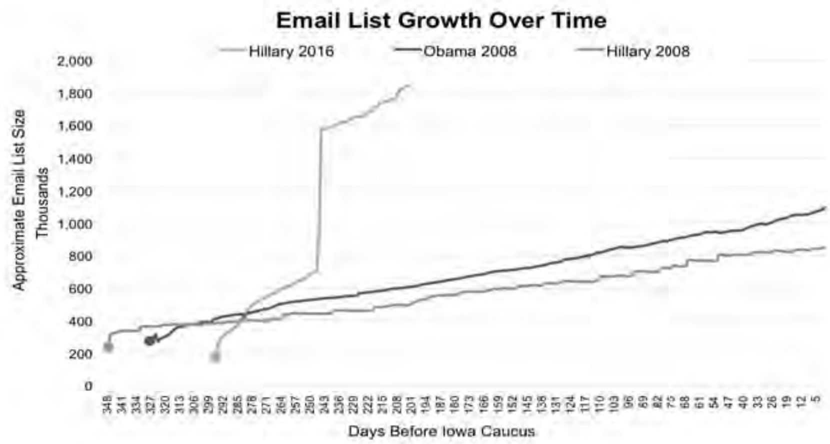
PLATFORM	FOLLOWING
Facebook	1M Followers
Twitter	3.3M Followers
Instagram	184K Followers
LinkedIn	85K Followers
Pinterest	4400 Followers
Medium	71K Followers
Spotify	5K Followers
Periscope	1K Viewers
SMS	15K Subscribers
Email	1.9M Subscribers

- We experienced the fastest audience growth through SMS that our vendor has ever seen – reaching over 10,000 on launch day.

- Our Pinterest page grew in followers faster than the White House's when they launched.

- We will continue to grow our followings on these platforms, as well as launch our presence on additional ones, such as Snapchat and WhatsApp in the coming weeks.

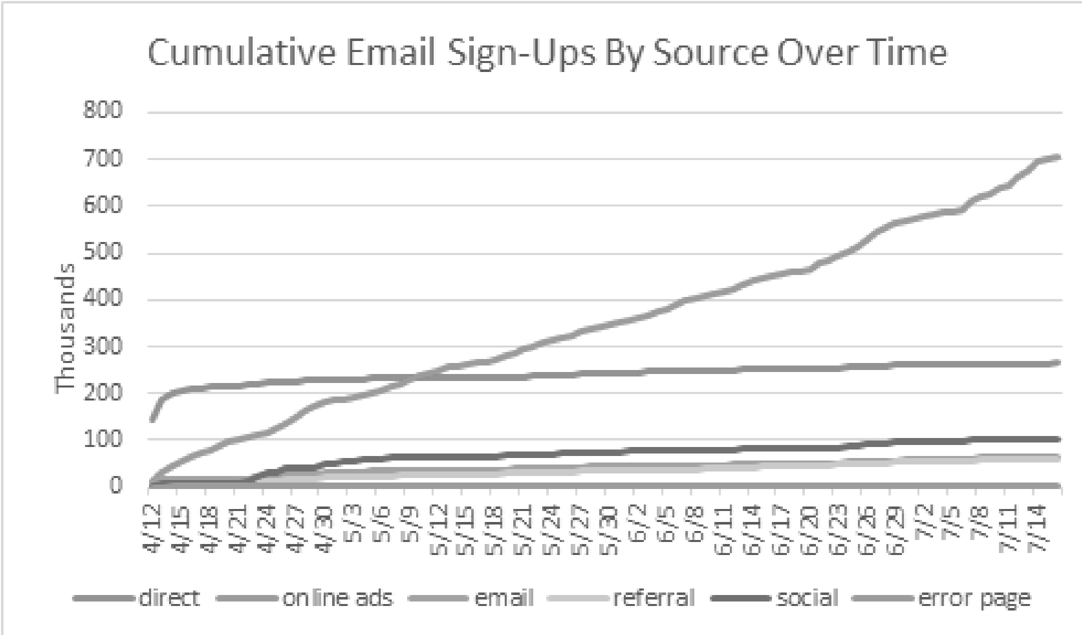
- Even subtracting the effect of the acquisition of the Ready for Hillary list, our campaign's email list growth is outpacing that of both Obama 2008 and Clinton 2008 at this point in the election cycle:

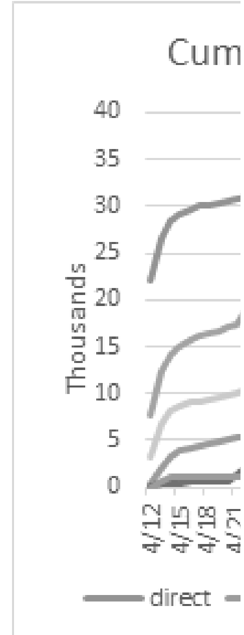


- "Dinner with Hillary" raised $257k and spurred 203k sign ups, including 91k new addresses.

- Birthday cards drove 82k sign ups, 14k new addresses and raised $39k.

- Paid online ads continue to be the highest-yield method for achieving sign-ups:





- In the coming weeks and month we will be launching two new campaigns:
  - The first will focus on fundraising and specifically converting non-donors to donors as well as increasing the gift amount of current supporters through a membership card drive.
  - The second is launching a new video series where Hillary will have conversations with a variety of people ranging from everyday Americans to celebrities. This will allow us the opportunity to create moments where Hillary can explain her policy priorities but also allow us to show Hillary in a more conversational settings that will allow us to show a more personal side to her - which we have seen our email list and our social followings react very positively to.

IV. BUILD A SUPERDELEGATE FIREWALL

Below is a snapshot of the overall superdelegate universe, and the number of endorsements earned so far:

	Total	Endorsed
Unpledged Delegate Votes	712	330
Governors	19	12
Senate Members	44	35
House Members	194	148
Party Chair	57	19
Party Leader	21	5
DNC Members (exclusively)	377	111

Below is a synopsis of how we will pursue endorsements from the groups of uncommitted superdelegates:

- **Governors:** The campaign is working with Governor Raimondo and Governor McAuliffe to whip the remaining private endorsed or non-endorsed Democratic Governors next week at the National Governors Association Conference.

- **Senators**: Of the 8 U.S. Senators who haven't expressed if they are supporting Hillary, privately or publicly, we will rely on our strongest supporters to target non-endorsed Senators.

- **House Members:** For the House Members who haven't told us who are non-endorsers or Members who are private endorsers we are going to enlist our public supporters in the Women's Caucus to assign Members to whip them. Additionally, we will reach out to our strongest supporters and have them begin to contact non-endorsers.

- **Party Leaders:** There are 21 total distinguished party leaders, of which three have been tentatively selected as “whips” – Ed Rendell, Howard Dean, and Walter Mondale. The outreach process for each individual whip will primarily be guided by the relationships they each have with the eighteen other distinguished party leaders.

- **Party Chairs:** Using the Association of State Democratic Chairs (“ASDC”), the campaign will appoint Party Chairs in leadership at the Association. Many of these individuals reached out to other party chairs to get elected to their positions.

- **DNC Members:** An initial kitchen cabinet of 21 members has been assembled. These members have agreed to be part of the campaign’s member-to-member outreach program to contact uncommitted DNC members. We’re also using the summer meeting of the DNC in Minneapolis to get commitments in advance of the reception with you for committed delegates.

V. Defend against attacks/Plan Around Vulnerabilities

a. HRC DEFENSE

We are currently facing a barrage of attacks aimed squarely at undermining the most important HRC attributes for voters. Our opponents' goals are to frame her as untrustworthy, lacking an effective record and out of touch with everyday Americans. In order to respond to the volume of attacks, we will use the campaign's resources and voice as well as engage supporters to defend HRC's record and show Republican hypocrisy and vulnerability.

- Generate Enthusiasm with Supporters by Enlisting Their Help:
  - Posting and sharing more fact checks/pushback on The Briefing and via social media to give supporters a place to help push back on attacks.
  - Build more outrage around the volume of attacks and the messengers, including outrage against specific examples of unfair media coverage.

- Building an Army of Defenders:
  - Trainings with top surrogates to go through pushback, key points on HRC's record and how to pivot attacks to the Republicans.
  - Regular calls and emails to share updated points and facts.

Milia Fisher 7/27/15 7:06 PM
Comment: •Avoid Engaging Our Democratic Opponents (For Now)

oWe do not want to risk our high favorable numbers with Democrats by going on offense directly on our primary challengers. Although the possibility remains to at some point begin criticizing some of Sanders' ideas as unrealistic or unworkable, for now, we will let our outside allies do the important work of putting our fellow Democrats on the defensive.

With Respect to Specific Attacks:

- ATTACK: Transparency/Playing by Their Own Rules: These attacks include emails, Clinton Foundation donors, tax and other records.
  - As with email Q&A, post an exhaustive Q&A and/or fact checks on other transparency issues
  - Release 2014 taxes, along with previous years—touting unprecedented transparency on records amongst 2016 candidates.
  - Early release of health records
  - Develop plans using outside voices, groups and the campaign to undermine and destroy the credibility of Gowdy's Benghazi investigation before your appearance in October. Tactics can include briefing editors on

the facts, calculator on time and money spent, reports from outside groups, opeds, blanketing of TV with surrogates.

- ATTACK: Ineffective/No Record of Accomplishments: These attacks include criticism of your record at State, doubts cast on her ability to get anything done or pass legislation in the Senate.

    - We have already posted her record of accomplishments at State as well as GOP praise on The Briefing and shared with surrogates. Will continue to update and provide resources on key areas as HRC does policy speeches to demonstrate a long record of work on each issue.

    - Develop an A-list surrogate team of former diplomats, military leaders, and foreign policy experts to tell your story.

    - Use Iran as a case study for both her accomplishments and the political process story on our turning their attack into a positive. This could include an oped on the case for Iran, stories around how she started this whole process, activating key diplomatic voices on TV and in other outlets to show her work.

    - Get out of the defensive crouch, and tell the real story of the accomplishments of the Clinton Foundation. Use the occasion of September CGI and HRC's visit to share stories, accomplishments, and push out voices who have experienced the work on the ground.

- ATTACK: Wealth/Pay-to-Play: Continue to thoroughly debunk the pay-to-play stories through fact-checking on the Briefing and through work of CTR and other allies. These attacks are based on alleged attempts to enrich the family's income via Clinton Foundation, State Department position, etc.

    - Continue to use HRC's bio and story to emphasize her life-long work as a tenacious fighter for children and families.
    - Encourage further fact-checks and selectively highlight bad reporting on some of these topics, where appropriate.

b. <u>COUNTER-ATTACK OPPOSITION REPUBLICAN CANDIDATES ON ISSUES OF TRUST</u>

In addition to defending HRC's record, we will also highlight contrasts with the GOP, both individually and as a group. One dynamic in the race right now that we need to fix is our lack of a clear "enemy." In 2008, of course, the party framed its message around the failed policies of George W. Bush. In 2015, the Republicans are running against Barack Obama. Bernie Sanders, for his part, is vilifying the Wall Street banks and the billionaire class. We need to be more aggressive about going on offense against the Republican candidates for president in order to get Democratic primary voters excited and motivated.

- **Muddy the Waters on GOP Candidates:** Reframe the trust issue around the question of whether you can trust the Republicans to do the bidding of their billionaire super-Pac donors and the special interests. Work with CTR and DNC to publicize specific GOP candidate vulnerabilities on issues of transparency, ethics, and donor favoritism. Work with MMFA to highlight examples of when the press won't cover the same issues with Republicans

- **Attack the Messengers:** One of our major efforts throughout the next few months will be elevating the awareness of the super PACs attacking HRC. From highlighting potential illegal coordination to noting the extreme views of their donors, we will make them the villains and give people an opportunity to have someone to go after. We should also highlight Citizens United as a case about HRC.

- **Leverage Gaffes and Other News Hooks:** We will try to capitalize on mistakes, gaffes or GOP comments and actions that can help demonstrate why they're out of date and out of touch. As we did with McConnell's gender card comment or Walker's latest anti-choice action, we will look for opportunities to have HRC or the campaign respond and our supporters and surrogates engage to keep an issue in the news. Where possible, we will also try to show how the rest of the field agrees.

- **GOP Debate Response:** We will use the debates to engage supporters and push our message that the whole GOP field is in lockstep in being wrong on what everyday Americans need.

- **Accompany our Policy Rollouts with GOP Contrast:** With each policy rollout, we will also share the GOP record and plans, to encourage a contrast between what HRC and the Republican field believe.

We discussed and concluded that during this phase we would avoid engaging our Democratic opponents.

Milia Fisher 7/27/15 7:32 PM

Comment: In addition to defending HRC's record, we will also highlight contrasts with the GOP, both individually and as a group. One dynamic in the race right now that we need to fix is our lack of a clear "enemy." In 2008, of course, the party framed its message around the failed policies of George W. Bush. In 2015, the Republicans are running against Barack Obama. Bernie Sanders, for his part, is vilifying the Wall Street banks and the billionaire class. We need to be more aggressive about going on offense against the Republican candidates for president in order to get Democratic primary voters excited and motivated.

Exhibit 6

FEC FORM 3X

REPORT OF RECEIPTS AND DISBURSEMENTS
For Other Than An Authorized Committee

Office Use Only

1. NAME OF COMMITTEE (in full) TYPE OR PRINT ▼ Example: If typing, type over the lines. 12FE4M5

American Bridge 21st Century

ADDRESS (number and street) 455 Massachusetts Ave NW
Suite 650

Check if different than previously reported. (ACC)

Washington DC 20001

CITY ▲ STATE ▲ ZIP CODE ▲

2. FEC IDENTIFICATION NUMBER ▼

C C00492140

3. IS THIS REPORT NEW (N) OR [x] AMENDED (A)

4. TYPE OF REPORT (Choose One)

(a) Quarterly Reports:

- [ ] April 15 Quarterly Report (Q1)
- [ ] July 15 Quarterly Report (Q2)
- [ ] October 15 Quarterly Report (Q3)
- [x] January 31 Year-End Report (YE)
- [ ] July 31 Mid-Year Report (Non-election Year Only) (MY)
- [ ] Termination Report (TER)

(b) Monthly Report Due On:

- [ ] Feb 20 (M2)
- [ ] May 20 (M5)
- [ ] Aug 20 (M8)
- [ ] Nov 20 (M11) (Non-Election Year Only)
- [ ] Mar 20 (M3)
- [ ] Jun 20 (M6)
- [ ] Sep 20 (M9)
- [ ] Dec 20 (M12) (Non-Election Year Only)
- [ ] Apr 20 (M4)
- [ ] Jul 20 (M7)
- [ ] Oct 20 (M10)
- [ ] Jan 31 (YE)

(c) 12-Day **PRE**-Election Report for the:

- [ ] Primary (12P)
- [ ] General (12G)
- [ ] Runoff (12R)
- [ ] Convention (12C)
- [ ] Special (12S)

Election on MM / DD / YYYY in the State of

(d) 30-Day **POST**-Election Report for the:

- [ ] General (30G)
- [ ] Runoff (30R)
- [ ] Special (30S)

Election on MM / DD / YYYY in the State of

5. Covering Period 11 / 29 / 2016 through 12 / 31 / 2016

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

Type or Print Name of Treasurer Mollineau, Rodell, , ,

Signature of Treasurer *Mollineau, Rodell, , ,* ***[Electronically Filed]*** Date 06 / 15 / 2017

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 52 U.S.C. § 30109.

Office Use Only

SUMMARY PAGE
OF RECEIPTS AND DISBURSEMENTS

FEC **Form 3X** (Rev. 05/2016) Page **2**

Write or Type Committee Name

American Bridge 21st Century

Report Covering the Period: From: 11 / 29 / 2016 To: 12 / 31 / 2016

	COLUMN A This Period	COLUMN B Calendar Year-to-Date
6. (a) Cash on Hand January 1, 2016		691093.16
(b) Cash on Hand at Beginning of Reporting Period	1225878.79	
(c) Total Receipts (from Line 19)	115705.13	9430821.66
(d) Subtotal (add Lines 6(b) and 6(c) for Column A and Lines 6(a) and 6(c) for Column B)	1341583.92	10121914.82
7. Total Disbursements (from Line 31)	789584.50	9569915.40
8. Cash on Hand at Close of Reporting Period (subtract Line 7 from Line 6(d))	551999.42	551999.42
9. Debts and Obligations Owed **TO** the Committee (Itemize all on Schedule C and/or Schedule D)	0.00	
10. Debts and Obligations Owed **BY** the Committee (Itemize all on Schedule C and/or Schedule D)	1645.00	

☐ This committee has qualified as a multicandidate committee. (see FEC FORM 1M)

For further information contact:

Federal Election Commission
999 E Street, NW
Washington, DC 20463

Toll Free 800-424-9530
Local 202-694-1100

DETAILED SUMMARY PAGE
of Receipts

FEC **Form 3X** (Rev. 05/2016) Page **3**

Write or Type Committee Name

American Bridge 21st Century

Report Covering the Period: From: 11 / 29 / 2016 To: 12 / 31 / 2016

I. Receipts	COLUMN A Total This Period	COLUMN B Calendar Year-to-Date
11. Contributions (other than loans) From:		
(a) Individuals/Persons Other Than Political Committees		
(i) Itemized (use Schedule A)	48750.00	8055144.50
(ii) Unitemized	925.00	3342.00
(iii) TOTAL (add Lines 11(a)(i) and (ii)) ▶	49675.00	8058486.50
(b) Political Party Committees	0.00	0.00
(c) Other Political Committees (such as PACs)	65763.22	526263.22
(d) Total Contributions (add Lines 11(a)(iii), (b), and (c)) (Carry Totals to Line 33, page 5) ▶	115438.22	8584749.72
12. Transfers From Affiliated/Other Party Committees	0.00	0.00
13. All Loans Received	0.00	0.00
14. Loan Repayments Received	0.00	0.00
15. Offsets To Operating Expenditures (Refunds, Rebates, etc.) (Carry Totals to Line 37, page 5)	266.91	846071.94
16. Refunds of Contributions Made to Federal Candidates and Other Political Committees	0.00	0.00
17. Other Federal Receipts (Dividends, Interest, etc.)	0.00	0.00
18. Transfers from Non-Federal and Levin Funds		
(a) Non-Federal Account (from Schedule H3)	0.00	0.00
(b) Levin Funds (from Schedule H5)	0.00	0.00
(c) Total Transfers (add 18(a) and 18(b))	0.00	0.00
19. Total Receipts (add Lines 11(d), 12, 13, 14, 15, 16, 17, and 18(c)) ▶	115705.13	9430821.66
20. Total Federal Receipts (subtract Line 18(c) from Line 19) ▶	115705.13	9430821.66

DETAILED SUMMARY PAGE

of Disbursements

FEC **Form 3X** (Rev. 05/2016) Page **4**

II. Disbursements	COLUMN A Total This Period	COLUMN B Calendar Year-to-Date
21. Operating Expenditures:		
(a) Allocated Federal/Non-Federal Activity (from Schedule H4)		
(i) Federal Share	0.00	0.00
(ii) Non-Federal Share	0.00	0.00
(b) Other Federal Operating Expenditures	789584.50	9351728.23
(c) Total Operating Expenditures (add 21(a)(i), (a)(ii), and (b)) ▶	789584.50	9351728.23
22. Transfers to Affiliated/Other Party Committees	0.00	0.00
23. Contributions to Federal Candidates/Committees and Other Political Committees	0.00	50000.00
24. Independent Expenditures (use Schedule E)	0.00	143187.17
25. Coordinated Party Expenditures (52 U.S.C. § 30116(d)) (use Schedule F)	0.00	0.00
26. Loan Repayments Made	0.00	0.00
27. Loans Made	0.00	0.00
28. 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 28(a), (b), and (c)) ▶	0.00	0.00
29. Other Disbursements (Including Non-Federal Donations)	0.00	25000.00
30. Federal Election Activity (52 U.S.C. § 30101(20))		
(a) Allocated Federal Election Activity (from Schedule H6)		
(i) Federal Share	0.00	0.00
(ii) "Levin" Share	0.00	0.00
(b) Federal Election Activity Paid Entirely With Federal Funds	0.00	0.00
(c) Total Federal Election Activity (add Lines 30(a)(i), 30(a)(ii) and 30(b)) ▶	0.00	0.00
31. Total Disbursements (add Lines 21(c), 22, 23, 24, 25, 26, 27, 28(d), 29 and 30(c))	789584.50	9569915.40
32. Total Federal Disbursements (subtract Line 21(a)(ii) and Line 30(a)(ii) from Line 31) ▶	789584.50	9569915.40

DETAILED SUMMARY PAGE
of Disbursements

III. Net Contributions/ Operating Expenditures	COLUMN A Total This Period	COLUMN B Calendar Year-to-Date
33. Total Contributions (other than loans) (from Line 11(d), page 3)	115438.22	8584749.72
34. Total Contribution Refunds (from Line 28(d))	0.00	0.00
35. Net Contributions (other than loans) (subtract Line 34 from Line 33)	115438.22	8584749.72
36. Total Federal Operating Expenditures (add Line 21(a)(i) and Line 21(b)) ▶	789584.50	9351728.23
37. Offsets to Operating Expenditures (from Line 15, page 3)	266.91	846071.94
38. Net Operating Expenditures (subtract Line 37 from Line 36) ▶	789317.59	8505656.29

Image# 201706159056532934

SCHEDULE A (FEC Form 3X)
ITEMIZED RECEIPTS

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

FOR LINE NUMBER: (check only one)

[X] 11a [ ] 11b [ ] 11c [ ] 12 [ ] 13 [ ] 14 [ ] 15 [ ] 16 [ ] 17

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name of Individual (Last, First, Middle Initial) or Full Organization Name: Gunther, Richard, S., ,

Mailing Address: 2431 Century Hl

City: Los Angeles | State: CA | Zip Code: 90067-3510

FEC ID number of contributing federal political committee. C

Name of Employer (for Individual): Not Employed

Occupation (for Individual): Retired

Receipt For: [ ] Primary [ ] General [ ] Other (specify)

Aggregate Year-to-Date: 1000.00

Date of Receipt: 11 / 29 / 2016

Transaction ID : VR0E2K58B20

Amount of Each Receipt this Period: 1000.00

[ ] Memo Item

B. Full Name of Individual (Last, First, Middle Initial) or Full Organization Name: Cotton, Betty, , ,

Mailing Address: 10 The Crossing, Purchase Street

City: Purchase | State: NY | Zip Code: 10577

FEC ID number of contributing federal political committee. C

Name of Employer (for Individual): Self Employed

Occupation (for Individual): NFP Consultant

Receipt For: [ ] Primary [ ] General [ ] Other (specify)

Aggregate Year-to-Date: 2500.00

Date of Receipt: 11 / 29 / 2016

Transaction ID : VR0E2K58AX0

Amount of Each Receipt this Period: 2500.00

[ ] Memo Item

C. Full Name of Individual (Last, First, Middle Initial) or Full Organization Name: Elghanayan, Sharon, , ,

Mailing Address: 944 5th Ave
Apt 4

City: New York | State: NY | Zip Code: 10021-2656

FEC ID number of contributing federal political committee. C

Name of Employer (for Individual): Self-Employed

Occupation (for Individual): Therapist

Receipt For: [ ] Primary [ ] General [ ] Other (specify)

Aggregate Year-to-Date: 20000.00

Date of Receipt: 11 / 29 / 2016

Transaction ID : VR0E2K58B04

Amount of Each Receipt this Period: 20000.00

[ ] Memo Item

SUBTOTAL of Receipts This Page (optional): 23500.00

TOTAL This Period (last page this line number only):

Image# 201706159056532935

SCHEDULE A (FEC Form 3X)
ITEMIZED RECEIPTS

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

FOR LINE NUMBER: (check only one)

[X] 11a [ ] 11b [ ] 11c [ ] 12 [ ] 13 [ ] 14 [ ] 15 [ ] 16 [ ] 17

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name of Individual (Last, First, Middle Initial) or Full Organization Name
Cordes, Jill, , ,

Mailing Address 3794 Amesbury Road

City: Brooklyn | State: NY | Zip Code: 11215

FEC ID number of contributing federal political committee. C

Name of Employer (for Individual): Self-Employed
Occupation (for Individual): Writer

Receipt For: [ ] Primary [ ] General [ ] Other (specify)

Aggregate Year-to-Date: 250.00

Date of Receipt: 12 / 23 / 2016

Transaction ID : VR0E2K5TTN4

Amount of Each Receipt this Period: 250.00

[ ] Memo Item

B. Full Name of Individual (Last, First, Middle Initial) or Full Organization Name
Roth, Larry, , ,

Mailing Address 14 Foxwood Rd

City: Kings Point | State: NY | Zip Code: 11024-1202

FEC ID number of contributing federal political committee. C

Name of Employer (for Individual): Marchon Eyewear
Occupation (for Individual): Executive Vice President

Receipt For: [ ] Primary [ ] General [ ] Other (specify)

Aggregate Year-to-Date: 150000.00

Date of Receipt: 12 / 20 / 2016

Transaction ID : VR0E2K58AZ6

Amount of Each Receipt this Period: 25000.00

[ ] Memo Item

C. Full Name of Individual (Last, First, Middle Initial) or Full Organization Name

Mailing Address

City | State | Zip Code

FEC ID number of contributing federal political committee. C

Name of Employer (for Individual)
Occupation (for Individual)

Receipt For: [ ] Primary [ ] General [ ] Other (specify)

Aggregate Year-to-Date

Date of Receipt: M M / D D / Y Y Y Y

Amount of Each Receipt this Period

[ ] Memo Item

SUBTOTAL of Receipts This Page (optional) ▶ 25250.00

TOTAL This Period (last page this line number only) ▶ 48750.00

SCHEDULE A (FEC Form 3X)
ITEMIZED RECEIPTS

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

FOR LINE NUMBER: (check only one)

[ ] 11a [ ] 11b [x] 11c [ ] 12 [ ] 13 [ ] 14 [ ] 15 [ ] 16 [ ] 17

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name of Individual (Last, First, Middle Initial) or Full Organization Name
Correct The Record

Mailing Address 455 Massachusetts Ave NW
Ste 600

City	State	Zip Code
Washington	DC	20001-2774

FEC ID number of contributing federal political committee. C C00578997

Name of Employer (for Individual)

Occupation (for Individual)

Receipt For: [ ] Primary [ ] General [ ] Other (specify)

Aggregate Year-to-Date: 65763.22

Date of Receipt: 12 / 31 / 2016

Transaction ID : VR0E2K5TW35

Amount of Each Receipt this Period: 65763.22

[ ] Memo Item

* In-Kind: Inkind contribution of equipment and hardware

B. Full Name of Individual (Last, First, Middle Initial) or Full Organization Name

Mailing Address

City	State	Zip Code

FEC ID number of contributing federal political committee. C

Name of Employer (for Individual)

Occupation (for Individual)

Receipt For: [ ] Primary [ ] General [ ] Other (specify)

Aggregate Year-to-Date

Date of Receipt: M M / D D / Y Y Y Y

Amount of Each Receipt this Period

[ ] Memo Item

C. Full Name of Individual (Last, First, Middle Initial) or Full Organization Name

Mailing Address

City	State	Zip Code

FEC ID number of contributing federal political committee. C

Name of Employer (for Individual)

Occupation (for Individual)

Receipt For: [ ] Primary [ ] General [ ] Other (specify)

Aggregate Year-to-Date

Date of Receipt: M M / D D / Y Y Y Y

Amount of Each Receipt this Period

[ ] Memo Item

SUBTOTAL of Receipts This Page (optional) ▶ 65763.22

TOTAL This Period (last page this line number only) ▶ 65763.22

Image# 201706159056532937

SCHEDULE A (FEC Form 3X)
ITEMIZED RECEIPTS

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

FOR LINE NUMBER: (check only one)

[ ] 11a [ ] 11b [ ] 11c [ ] 12
[ ] 13 [ ] 14 [X] 15 [ ] 16 [ ] 17

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name of Individual (Last, First, Middle Initial) or Full Organization Name
Dun & Bradstreet

Mailing Address PO Box 75434

City: Chicago | State: IL | Zip Code: 60675-5434

FEC ID number of contributing federal political committee. C

Name of Employer (for Individual)

Occupation (for Individual)

Receipt For: [ ] Primary [ ] General [ ] Other (specify)

Aggregate Year-to-Date: 219.96

Date of Receipt: 11 / 29 / 2016

Transaction ID : VR0E2K58B12

Amount of Each Receipt this Period: 219.96

[ ] Memo Item

B. Full Name of Individual (Last, First, Middle Initial) or Full Organization Name

Mailing Address

City | State | Zip Code

FEC ID number of contributing federal political committee. C

Name of Employer (for Individual)

Occupation (for Individual)

Receipt For: [ ] Primary [ ] General [ ] Other (specify)

Aggregate Year-to-Date

Date of Receipt: M M / D D / Y Y Y Y

Amount of Each Receipt this Period

[ ] Memo Item

C. Full Name of Individual (Last, First, Middle Initial) or Full Organization Name

Mailing Address

City | State | Zip Code

FEC ID number of contributing federal political committee. C

Name of Employer (for Individual)

Occupation (for Individual)

Receipt For: [ ] Primary [ ] General [ ] Other (specify)

Aggregate Year-to-Date

Date of Receipt: M M / D D / Y Y Y Y

Amount of Each Receipt this Period

[ ] Memo Item

SUBTOTAL of Receipts This Page (optional): 219.96

TOTAL This Period (last page this line number only): 219.96

Image# 201706159056532938

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27 [ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial): Robert Half Finance & Accounting

Mailing Address: PO Box 743295

City: Los Angeles | State: CA | Zip Code: 90074-3295

Purpose of Disbursement: Recruitment Services

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 12 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC75(

Amount of Each Disbursement this Period: 593.26

[ ] Memo Item

B. Full Name (Last, First, Middle Initial): Price, Elizabeth, , ,

Mailing Address: 455 Massachusetts Ave NW

City: Washington | State: DC | Zip Code: 20001-2621

Purpose of Disbursement: Reimbursement - See Below if Itemized

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 21 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC733

Amount of Each Disbursement this Period: 55.52

[ ] Memo Item

C. Full Name (Last, First, Middle Initial): AT&T

Mailing Address: 208 S Akard St

City: Dallas | State: TX | Zip Code: 75202-4209

Purpose of Disbursement: Telephone

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 21 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC73!

Amount of Each Disbursement this Period: 40.00

*

[x] Memo Item

SUBTOTAL of Disbursements This Page (optional): 648.78

TOTAL This Period (last page this line number only):

Image# 201706159056532939

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Uber Technologies, Inc.

Mailing Address 1455 Market St
Fl 4

City: San Francisco | State: CA | Zip Code: 94103-1355

Purpose of Disbursement: Travel

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 21 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC734

Amount of Each Disbursement this Period: 15.52

*

[x] Memo Item

B. Full Name (Last, First, Middle Initial)
Authorize.net

Mailing Address PO Box 947

City: American Fork | State: UT | Zip Code: 84003-0947

Purpose of Disbursement: Credit Card Processing Fees

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 02 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC749

Amount of Each Disbursement this Period: 41.80

[ ] Memo Item

C. Full Name (Last, First, Middle Initial)
American Express

Mailing Address PO Box 1270

City: Newark | State: NJ | Zip Code: 07101-1270

Purpose of Disbursement: Credit Card Payment

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC75I

Amount of Each Disbursement this Period: 12914.55

[ ] Memo Item

SUBTOTAL of Disbursements This Page (optional) ▶ 12956.35

TOTAL This Period (last page this line number only) ▶

Image# 201706159056532940

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Amazon

Mailing Address 1200 12th Ave S
Ste 1200

City: Seattle | State: WA | Zip Code: 98144-2734

Purpose of Disbursement: Web Hosting

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8G

Amount of Each Disbursement this Period: 12.00

[x] Memo Item

B. Full Name (Last, First, Middle Initial)
Uber Technologies, Inc.

Mailing Address 1455 Market St
Fl 4

City: San Francisco | State: CA | Zip Code: 94103-1355

Purpose of Disbursement: Travel

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8K

Amount of Each Disbursement this Period: 6.41

[x] Memo Item

C. Full Name (Last, First, Middle Initial)
Dropbox

Mailing Address 185 Berry St

City: San Francisco | State: CA | Zip Code: 94107-1725

Purpose of Disbursement: Subscription

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8H

Amount of Each Disbursement this Period: 9.99

[x] Memo Item

SUBTOTAL of Disbursements This Page (optional) 0.00

TOTAL This Period (last page this line number only) ....

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Amazon

Mailing Address 1200 12th Ave S
Ste 1200

City: Seattle | State: WA | Zip Code: 98144-2734

Purpose of Disbursement: Office Supplies

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify) ▼

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8F9

Amount of Each Disbursement this Period: 4.89

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Enterprise Rent-a-Car

Mailing Address 600 Corporate Park Dr

City: Saint Louis | State: MO | Zip Code: 63105-4204

Purpose of Disbursement: Travel

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8HE

Amount of Each Disbursement this Period: 462.82

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Postmates

Mailing Address 425 Market St
Fl 8

City: San Francisco | State: CA | Zip Code: 94105-2465

Purpose of Disbursement: Meals

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify) ▼

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8J0

Amount of Each Disbursement this Period: 31.66

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) ▶ 0.00

TOTAL This Period (last page this line number only) ▶

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Amazon

Mailing Address 1200 12th Ave S
Ste 1200

City: Seattle | State: WA | Zip Code: 98144-2734

Purpose of Disbursement
Hardware

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number
C

Transaction ID : VQZETAC8FI

Amount of Each Disbursement this Period
465.20

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Amazon

Mailing Address 1200 12th Ave S
Ste 1200

City: Seattle | State: WA | Zip Code: 98144-2734

Purpose of Disbursement
Web Hosting

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number
C

Transaction ID : VQZETAC8GI

Amount of Each Disbursement this Period
– 12.00

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Safeway

Mailing Address 490 L St NW

City: Washington | State: DC | Zip Code: 20001-2545

Purpose of Disbursement
Meals

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number
C

Transaction ID : VQZETAC8JI

Amount of Each Disbursement this Period
14.12

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) ▶ 0.00

TOTAL This Period (last page this line number only) ▶

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b	[ ] 22	[ ] 23	[ ] 26	[ ] 27
[ ] 28a	[ ] 28b	[ ] 28c	[ ] 29	[ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial): Staples

Mailing Address: 500 Staples Dr

City: Framingham | State: MA | Zip Code: 01702-4474

Purpose of Disbursement: Office Supplies

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8K

Amount of Each Disbursement this Period: 43.98

[X] Memo Item

B. Full Name (Last, First, Middle Initial): Amazon

Mailing Address: 1200 12th Ave S
Ste 1200

City: Seattle | State: WA | Zip Code: 98144-2734

Purpose of Disbursement: Web Hosting

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8FV

Amount of Each Disbursement this Period: 12.00

[X] Memo Item

C. Full Name (Last, First, Middle Initial): Orbitz

Mailing Address: 500 W Madison St
Ste 1000

City: Chicago | State: IL | Zip Code: 60661-2559

Purpose of Disbursement: Travel

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8J

Amount of Each Disbursement this Period: 87.34

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) ▶ 0.00

TOTAL This Period (last page this line number only) ▶

Image# 201706159056532944

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Network Solutions LLC

Mailing Address 13861 Sunrise Valley Dr

City: Herndon | State: VA | Zip Code: 20171-6126

Purpose of Disbursement: Web Hosting

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify) ▼

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8J2

Amount of Each Disbursement this Period: 3.99

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Amazon

Mailing Address 1200 12th Ave S
Ste 1200

City: Seattle | State: WA | Zip Code: 98144-2734

Purpose of Disbursement: Web Hosting

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8G5

Amount of Each Disbursement this Period: – 11.00

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Panera Bread

Mailing Address 3630 S Geyer Rd
Ste 100

City: Saint Louis | State: MO | Zip Code: 63127-1234

Purpose of Disbursement: Meals

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify) ▼

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8J7

Amount of Each Disbursement this Period: 280.45

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) ▶ 0.00

TOTAL This Period (last page this line number only) ▶

Image# 201706159056532945

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)
[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Amazon

Mailing Address 1200 12th Ave S
Ste 1200

City	State	Zip Code
Seattle	WA	98144-2734

Purpose of Disbursement
Web Hosting

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8G.

Amount of Each Disbursement this Period: – 12.00

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Uber Technologies, Inc.

Mailing Address 1455 Market St
Fl 4

City	State	Zip Code
San Francisco	CA	94103-1355

Purpose of Disbursement
Travel

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8KI

Amount of Each Disbursement this Period: 3.00

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Enterprise Rent-a-Car

Mailing Address 600 Corporate Park Dr

City	State	Zip Code
Saint Louis	MO	63105-4204

Purpose of Disbursement
Travel

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8H

Amount of Each Disbursement this Period: 24.00

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) ▶ 0.00

TOTAL This Period (last page this line number only) ▶

Image# 201706159056532946

SCHEDULE B (FEC Form 3X) ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Amazon

Mailing Address 1200 12th Ave S
Ste 1200

City: Seattle | State: WA | Zip Code: 98144-2734

Purpose of Disbursement: Web Hosting

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8F.

Amount of Each Disbursement this Period: 12.00

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
United States Postal Service

Mailing Address Techworld Station

City: Washington | State: DC | Zip Code:

Purpose of Disbursement: Postage

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8K.

Amount of Each Disbursement this Period: 37.50

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Enterprise Rent-a-Car

Mailing Address 600 Corporate Park Dr

City: Saint Louis | State: MO | Zip Code: 63105-4204

Purpose of Disbursement: Travel

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8H

Amount of Each Disbursement this Period: 36.00

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) 0.00

TOTAL This Period (last page this line number only) ....

Image# 201706159056532947

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Slack

Mailing Address 155 5th St
Fl 6

City: San Francisco | State: CA | Zip Code: 94103-2919

Purpose of Disbursement: Software

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8JN

Amount of Each Disbursement this Period: 671.31

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Amazon

Mailing Address 1200 12th Ave S
Ste 1200

City: Seattle | State: WA | Zip Code: 98144-2734

Purpose of Disbursement: Web Hosting

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8FQ

Amount of Each Disbursement this Period: 11.00

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Amazon

Mailing Address 1200 12th Ave S
Ste 1200

City: Seattle | State: WA | Zip Code: 98144-2734

Purpose of Disbursement: Web Hosting

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8G

Amount of Each Disbursement this Period: – 11.00

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) 0.00

TOTAL This Period (last page this line number only) ....

Image# 201706159056532948

SCHEDULE B (FEC Form 3X) ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial): Orbitz

Mailing Address: 500 W Madison St
Ste 1000

City: Chicago | State: IL | Zip Code: 60661-2559

Purpose of Disbursement: Travel

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8K:

Amount of Each Disbursement this Period: 86.43

[X] Memo Item

B. Full Name (Last, First, Middle Initial): DirecTV

Mailing Address: PO Box 60036

City: Los Angeles | State: CA | Zip Code: 90060-0036

Purpose of Disbursement: Utilities

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8H5

Amount of Each Disbursement this Period: 301.57

[X] Memo Item

C. Full Name (Last, First, Middle Initial): Amazon

Mailing Address: 1200 12th Ave S
Ste 1200

City: Seattle | State: WA | Zip Code: 98144-2734

Purpose of Disbursement: Software

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8F:

Amount of Each Disbursement this Period: 9.89

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) 0.00

TOTAL This Period (last page this line number only) ....

Image# 201706159056532949

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Uber Technologies, Inc.

Mailing Address 1455 Market St
Fl 4

City: San Francisco | State: CA | Zip Code: 94103-1355

Purpose of Disbursement
Travel

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8K8

Amount of Each Disbursement this Period: 8.00

[x] Memo Item

B. Full Name (Last, First, Middle Initial)
Postmates

Mailing Address 425 Market St
Fl 8

City: San Francisco | State: CA | Zip Code: 94105-2465

Purpose of Disbursement
Meals

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8JE

Amount of Each Disbursement this Period: 168.83

[x] Memo Item

C. Full Name (Last, First, Middle Initial)
Amazon

Mailing Address 1200 12th Ave S
Ste 1200

City: Seattle | State: WA | Zip Code: 98144-2734

Purpose of Disbursement
Hardware

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8F

Amount of Each Disbursement this Period: 310.00

[x] Memo Item

SUBTOTAL of Disbursements This Page (optional) ▶ 0.00

TOTAL This Period (last page this line number only) ▶

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

- [x] 21b
- [ ] 22
- [ ] 23
- [ ] 26
- [ ] 27
- [ ] 28a
- [ ] 28b
- [ ] 28c
- [ ] 29
- [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Amazon

Mailing Address 1200 12th Ave S
Ste 1200

City: Seattle | State: WA | Zip Code: 98144-2734

Purpose of Disbursement: Equipment

Candidate Name:

Category/Type:

Office Sought: House / Senate / President
State: District:

Disbursement For: Primary / General / Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8GI

Amount of Each Disbursement this Period: 94.11

[x] Memo Item

B. Full Name (Last, First, Middle Initial)
Amazon

Mailing Address 1200 12th Ave S
Ste 1200

City: Seattle | State: WA | Zip Code: 98144-2734

Purpose of Disbursement: Office Supplies

Candidate Name:

Category/Type:

Office Sought: House / Senate / President
State: District:

Disbursement For: Primary / General / Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8GC

Amount of Each Disbursement this Period: 48.10

[x] Memo Item

C. Full Name (Last, First, Middle Initial)
Getty Images

Mailing Address 601 N 34th St

City: Seattle | State: WA | Zip Code: 98103-8603

Purpose of Disbursement: Subscription

Candidate Name:

Category/Type:

Office Sought: House / Senate / President
State: District:

Disbursement For: Primary / General / Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8H

Amount of Each Disbursement this Period: 197.92

[x] Memo Item

SUBTOTAL of Disbursements This Page (optional) 0.00

TOTAL This Period (last page this line number only) ....

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Staples

Mailing Address 500 Staples Dr

City: Framingham | State: MA | Zip Code: 01702-4474

Purpose of Disbursement: Office Supplies

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8K

Amount of Each Disbursement this Period: 12.57

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Amazon

Mailing Address 1200 12th Ave S
Ste 1200

City: Seattle | State: WA | Zip Code: 98144-2734

Purpose of Disbursement: Web Hosting

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8FV

Amount of Each Disbursement this Period: 12.00

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Mailchimp

Mailing Address 675 Ponce De Leon Ave NE

City: Atlanta | State: GA | Zip Code: 30308-1884

Purpose of Disbursement: Subscription

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8H

Amount of Each Disbursement this Period: 75.00

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) ▶ 0.00

TOTAL This Period (last page this line number only) ▶

Image# 201706159056532952

SCHEDULE B (FEC Form 3X) ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)
[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Panera Bread

Mailing Address 3630 S Geyer Rd
Ste 100

City	State	Zip Code
Saint Louis	MO	63127-1234

Purpose of Disbursement
Meals

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number
C

Transaction ID : VQZETAC8J6

Amount of Each Disbursement this Period
174.47

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Amazon

Mailing Address 1200 12th Ave S
Ste 1200

City	State	Zip Code
Seattle	WA	98144-2734

Purpose of Disbursement
Web Hosting

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number
C

Transaction ID : VQZETAC8G9

Amount of Each Disbursement this Period
– 12.00

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Uber Technologies, Inc.

Mailing Address 1455 Market St
Fl 4

City	State	Zip Code
San Francisco	CA	94103-1355

Purpose of Disbursement
Travel

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number
C

Transaction ID : VQZETAC8K

Amount of Each Disbursement this Period
10.00

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) 0.00

TOTAL This Period (last page this line number only) ....

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Amazon

Mailing Address 1200 12th Ave S
Ste 1200

City	State	Zip Code
Seattle	WA	98144-2734

Purpose of Disbursement
Web Hosting

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8GI

Amount of Each Disbursement this Period: – 12.00

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Enterprise Rent-a-Car

Mailing Address 600 Corporate Park Dr

City	State	Zip Code
Saint Louis	MO	63105-4204

Purpose of Disbursement
Travel

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8HE

Amount of Each Disbursement this Period: 81.90

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Amazon

Mailing Address 1200 12th Ave S
Ste 1200

City	State	Zip Code
Seattle	WA	98144-2734

Purpose of Disbursement
Web Hosting

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8F

Amount of Each Disbursement this Period: 12.00

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) 0.00

TOTAL This Period (last page this line number only) ....

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

- [x] 21b
- [ ] 22
- [ ] 23
- [ ] 26
- [ ] 27
- [ ] 28a
- [ ] 28b
- [ ] 28c
- [ ] 29
- [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial): United States Postal Service

Mailing Address: Techworld Station

City: Washington | State: DC | Zip Code:

Purpose of Disbursement: Postage

Candidate Name:

Category/Type:

Office Sought: House / Senate / President

State: District:

Disbursement For: Primary / General / Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8KI

Amount of Each Disbursement this Period: 150.00

- [x] Memo Item

B. Full Name (Last, First, Middle Initial): Enterprise Rent-a-Car

Mailing Address: 600 Corporate Park Dr

City: Saint Louis | State: MO | Zip Code: 63105-4204

Purpose of Disbursement: Travel

Candidate Name:

Category/Type:

Office Sought: House / Senate / President

State: District:

Disbursement For: Primary / General / Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8HI

Amount of Each Disbursement this Period: 300.44

- [x] Memo Item

C. Full Name (Last, First, Middle Initial): Amazon

Mailing Address: 1200 12th Ave S
Ste 1200

City: Seattle | State: WA | Zip Code: 98144-2734

Purpose of Disbursement: Web Hosting

Candidate Name:

Category/Type:

Office Sought: House / Senate / President

State: District:

Disbursement For: Primary / General / Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8F

Amount of Each Disbursement this Period: 12.00

- [x] Memo Item

SUBTOTAL of Disbursements This Page (optional) ▶ 0.00

TOTAL This Period (last page this line number only) ▶

Image# 201706159056532955

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

- [x] 21b
- [ ] 22
- [ ] 23
- [ ] 26
- [ ] 27
- [ ] 28a
- [ ] 28b
- [ ] 28c
- [ ] 29
- [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Transaction Importer Pro

Mailing Address 131 Daniel Webster Hwy
3

City: Nashua | State: NH | Zip Code: 03060-5224

Purpose of Disbursement
Subscription

Candidate Name

Category/Type

Office Sought: House / Senate / President
State: District:

Disbursement For: Primary / General / Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8JY

Amount of Each Disbursement this Period: 19.99

[x] Memo Item

B. Full Name (Last, First, Middle Initial)
Staples

Mailing Address 500 Staples Dr

City: Framingham | State: MA | Zip Code: 01702-4474

Purpose of Disbursement
Office Supplies

Candidate Name

Category/Type

Office Sought: House / Senate / President
State: District:

Disbursement For: Primary / General / Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8KY

Amount of Each Disbursement this Period: 11.31

[x] Memo Item

C. Full Name (Last, First, Middle Initial)
Orbitz

Mailing Address 500 W Madison St
Ste 1000

City: Chicago | State: IL | Zip Code: 60661-2559

Purpose of Disbursement
Travel

Candidate Name

Category/Type

Office Sought: House / Senate / President
State: District:

Disbursement For: Primary / General / Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8K

Amount of Each Disbursement this Period: 89.05

[x] Memo Item

SUBTOTAL of Disbursements This Page (optional) 0.00

TOTAL This Period (last page this line number only) ....

Image# 201706159056532956

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Amazon

Mailing Address 1200 12th Ave S
Ste 1200

City	State	Zip Code
Seattle	WA	98144-2734

Purpose of Disbursement
Web Hosting

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8G

Amount of Each Disbursement this Period: – 12.00

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Digital Ocean

Mailing Address 270 Lafayette St
Ste 1105

City	State	Zip Code
New York	NY	10012-0047

Purpose of Disbursement
Web Hosting

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8H

Amount of Each Disbursement this Period: – 0.04

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Adobe Systems

Mailing Address 7930 Jones Branch Dr
Fl 5

City	State	Zip Code
McLean	VA	22102-3396

Purpose of Disbursement
Software

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8F

Amount of Each Disbursement this Period: 1067.90

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) 0.00

TOTAL This Period (last page this line number only) .....

Image# 201706159056532957

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Uber Technologies, Inc.

Mailing Address 1455 Market St
Fl 4

City: San Francisco | State: CA | Zip Code: 94103-1355

Purpose of Disbursement: Travel

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8K

Amount of Each Disbursement this Period: 8.00

[x] Memo Item

B. Full Name (Last, First, Middle Initial)
Amazon

Mailing Address 1200 12th Ave S
Ste 1200

City: Seattle | State: WA | Zip Code: 98144-2734

Purpose of Disbursement: Office Supplies

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8FC

Amount of Each Disbursement this Period: 8.47

[x] Memo Item

C. Full Name (Last, First, Middle Initial)
Amazon

Mailing Address 1200 12th Ave S
Ste 1200

City: Seattle | State: WA | Zip Code: 98144-2734

Purpose of Disbursement: Equipment

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8G

Amount of Each Disbursement this Period: 68.59

[x] Memo Item

SUBTOTAL of Disbursements This Page (optional): 0.00

TOTAL This Period (last page this line number only):

Image# 201706159056532958

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Washington Post

Mailing Address 1150 15th St

City: Washington | State: DC | Zip Code: 20071-0001

Purpose of Disbursement: Subscription

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8KI

Amount of Each Disbursement this Period: 15.86

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Amazon

Mailing Address 1200 12th Ave S
Ste 1200

City: Seattle | State: WA | Zip Code: 98144-2734

Purpose of Disbursement: Office Supplies

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8GI

Amount of Each Disbursement this Period: 20.84

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Exxon Mobil

Mailing Address 5959 Las Colinas Blvd

City: Irving | State: TX | Zip Code: 75039-4202

Purpose of Disbursement: Travel

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8H

Amount of Each Disbursement this Period: 63.10

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) 0.00

TOTAL This Period (last page this line number only) ....

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b	[ ] 22	[ ] 23	[ ] 26	[ ] 27
[ ] 28a	[ ] 28b	[ ] 28c	[ ] 29	[ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial): WP Engine

Mailing Address: 504 Lavaca St
Ste 1000

City: Austin | State: TX | Zip Code: 78701-2857

Purpose of Disbursement: Web Hosting

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8K!

Amount of Each Disbursement this Period: 104.00

[X] Memo Item

B. Full Name (Last, First, Middle Initial): Lobby Tools

Mailing Address: 320 Johnston St

City: Tallahassee | State: FL | Zip Code: 32303-6214

Purpose of Disbursement: Subscription

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8H\

Amount of Each Disbursement this Period: 875.00

[X] Memo Item

C. Full Name (Last, First, Middle Initial): Amazon

Mailing Address: 1200 12th Ave S
Ste 1200

City: Seattle | State: WA | Zip Code: 98144-2734

Purpose of Disbursement: Web Hosting

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8F.

Amount of Each Disbursement this Period: 12.00

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) ▶ 0.00

TOTAL This Period (last page this line number only) ▶

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Panera Bread

Mailing Address 3630 S Geyer Rd
Ste 100

City: Saint Louis | State: MO | Zip Code: 63127-1234

Purpose of Disbursement: Meals

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8J5

Amount of Each Disbursement this Period: 210.00

[x] Memo Item

B. Full Name (Last, First, Middle Initial)
Amazon

Mailing Address 1200 12th Ave S
Ste 1200

City: Seattle | State: WA | Zip Code: 98144-2734

Purpose of Disbursement: Web Hosting

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8G8

Amount of Each Disbursement this Period: 12.00

[x] Memo Item

C. Full Name (Last, First, Middle Initial)
Uber Technologies, Inc.

Mailing Address 1455 Market St
Fl 4

City: San Francisco | State: CA | Zip Code: 94103-1355

Purpose of Disbursement: Travel

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8K

Amount of Each Disbursement this Period: 8.00

[x] Memo Item

SUBTOTAL of Disbursements This Page (optional) 0.00

TOTAL This Period (last page this line number only) ....

Image# 201706159056532961

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial): Amazon

Mailing Address: 1200 12th Ave S
Ste 1200

City: Seattle | State: WA | Zip Code: 98144-2734

Purpose of Disbursement: Web Hosting

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8GI

Amount of Each Disbursement this Period: 80.47

[X] Memo Item

B. Full Name (Last, First, Middle Initial): Enterprise Rent-a-Car

Mailing Address: 600 Corporate Park Dr

City: Saint Louis | State: MO | Zip Code: 63105-4204

Purpose of Disbursement: Travel

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8HI

Amount of Each Disbursement this Period: 24.00

[X] Memo Item

C. Full Name (Last, First, Middle Initial): United States Postal Service

Mailing Address: Techworld Station

City: Washington | State: DC | Zip Code:

Purpose of Disbursement: Postage

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8K

Amount of Each Disbursement this Period: 375.00

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) ▶ 0.00

TOTAL This Period (last page this line number only) ▶

Image# 201706159056532962

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Enterprise Rent-a-Car

Mailing Address 600 Corporate Park Dr

City: Saint Louis | State: MO | Zip Code: 63105-4204

Purpose of Disbursement: Travel

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8H.

Amount of Each Disbursement this Period: 4.00

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Amazon

Mailing Address 1200 12th Ave S
Ste 1200

City: Seattle | State: WA | Zip Code: 98144-2734

Purpose of Disbursement: Web Hosting

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8FN

Amount of Each Disbursement this Period: 12.00

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Amazon

Mailing Address 1200 12th Ave S
Ste 1200

City: Seattle | State: WA | Zip Code: 98144-2734

Purpose of Disbursement: Web Hosting

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8F

Amount of Each Disbursement this Period: 12.00

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional)........ 0.00

TOTAL This Period (last page this line number only)........

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)
[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
The Boston Globe

Mailing Address 135 William T Morrissey Blvd

City: Boston | State: MA | Zip Code: 02125-3310

Purpose of Disbursement: Subscription

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8G

Amount of Each Disbursement this Period: 27.72

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Transaction Importer Pro

Mailing Address 131 Daniel Webster Hwy
3

City: Nashua | State: NH | Zip Code: 03060-5224

Purpose of Disbursement: Subscription

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8JX

Amount of Each Disbursement this Period: 19.99

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Staples

Mailing Address 500 Staples Dr

City: Framingham | State: MA | Zip Code: 01702-4474

Purpose of Disbursement: Office Supplies

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8K

Amount of Each Disbursement this Period: 45.94

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) ▶ 0.00

TOTAL This Period (last page this line number only) ▶

Image# 201706159056532964

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Orbitz

Mailing Address 500 W Madison St
Ste 1000

City	State	Zip Code
Chicago	IL	60661-2559

Purpose of Disbursement
Travel

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8K:

Amount of Each Disbursement this Period: 103.16

[x] Memo Item

B. Full Name (Last, First, Middle Initial)
Amazon

Mailing Address 1200 12th Ave S
Ste 1200

City	State	Zip Code
Seattle	WA	98144-2734

Purpose of Disbursement
Web Hosting

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8G:

Amount of Each Disbursement this Period: 12.00

[x] Memo Item

C. Full Name (Last, First, Middle Initial)
Uber Technologies, Inc.

Mailing Address 1455 Market St
Fl 4

City	State	Zip Code
San Francisco	CA	94103-1355

Purpose of Disbursement
Travel

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8K

Amount of Each Disbursement this Period: 982.39

[x] Memo Item

SUBTOTAL of Disbursements This Page (optional) 0.00

TOTAL This Period (last page this line number only) ....

Image# 201706159056532965

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

X	21b		22		23		26		27
	28a		28b		28c		29		30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial): Dropbox

Mailing Address: 185 Berry St

City: San Francisco | State: CA | Zip Code: 94107-1725

Purpose of Disbursement: Subscription

Candidate Name:

Category/Type:

Office Sought: House / Senate / President

State: District:

Disbursement For: Primary / General / Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8H8

Amount of Each Disbursement this Period: 150.00

X Memo Item

B. Full Name (Last, First, Middle Initial): Amazon

Mailing Address: 1200 12th Ave S
Ste 1200

City: Seattle | State: WA | Zip Code: 98144-2734

Purpose of Disbursement: Office Supplies

Candidate Name:

Category/Type:

Office Sought: House / Senate / President

State: District:

Disbursement For: Primary / General / Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8FE

Amount of Each Disbursement this Period: 133.95

X Memo Item

C. Full Name (Last, First, Middle Initial): Recruiterbox

Mailing Address: 739 Bryant St
Num 206

City: San Francisco | State: CA | Zip Code: 94107-1014

Purpose of Disbursement: Subscription

Candidate Name:

Category/Type:

Office Sought: House / Senate / President

State: District:

Disbursement For: Primary / General / Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8JI

Amount of Each Disbursement this Period: 69.45

X Memo Item

SUBTOTAL of Disbursements This Page (optional) 0.00

TOTAL This Period (last page this line number only) ....

Image# 201706159056532966

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Amazon

Mailing Address 1200 12th Ave S
Ste 1200

City	State	Zip Code
Seattle	WA	98144-2734

Purpose of Disbursement
Web Hosting

Candidate Name

Category/ Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement
M M / D D / Y Y Y Y
12 / 13 / 2016

FEC Identification Number
C

Transaction ID : VQZETAC8F(

Amount of Each Disbursement this Period
12.00

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Amazon

Mailing Address 1200 12th Ave S
Ste 1200

City	State	Zip Code
Seattle	WA	98144-2734

Purpose of Disbursement
Equipment

Candidate Name

Category/ Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement
M M / D D / Y Y Y Y
12 / 13 / 2016

FEC Identification Number
C

Transaction ID : VQZETAC8GI

Amount of Each Disbursement this Period
135.35

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Safeway

Mailing Address 490 L St NW

City	State	Zip Code
Washington	DC	20001-2545

Purpose of Disbursement
Meals

Candidate Name

Category/ Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement
M M / D D / Y Y Y Y
12 / 13 / 2016

FEC Identification Number
C

Transaction ID : VQZETAC8JI

Amount of Each Disbursement this Period
8.61

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) .... ▶ 0.00

TOTAL This Period (last page this line number only) .... ▶

Image# 201706159056532967

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Vonage

Mailing Address 1961 Chain Bridge Rd

City: McLean | State: VA | Zip Code: 22102-4501

Purpose of Disbursement: Utilities

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8KI

Amount of Each Disbursement this Period: 1193.30

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Amazon

Mailing Address 1200 12th Ave S
Ste 1200

City: Seattle | State: WA | Zip Code: 98144-2734

Purpose of Disbursement: Office Supplies

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8GI

Amount of Each Disbursement this Period: 13.96

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Last Pass

Mailing Address 8315 Lee Hwy
Ste 501

City: Fairfax | State: VA | Zip Code: 22031-2215

Purpose of Disbursement: Subscription

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8H

Amount of Each Disbursement this Period: 288.00

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) ▶ 0.00

TOTAL This Period (last page this line number only) ▶

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)
[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Amazon

Mailing Address 1200 12th Ave S
Ste 1200

City: Seattle | State: WA | Zip Code: 98144-2734

Purpose of Disbursement: Web Hosting

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8FY

Amount of Each Disbursement this Period: 11.00

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Pacer

Mailing Address PO Box 780549

City: San Antonio | State: TX | Zip Code: 78278-0549

Purpose of Disbursement: Subscription

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8J4

Amount of Each Disbursement this Period: 493.00

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Amazon

Mailing Address 1200 12th Ave S
Ste 1200

City: Seattle | State: WA | Zip Code: 98144-2734

Purpose of Disbursement: Web Hosting

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8G

Amount of Each Disbursement this Period: – 12.00

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) 0.00

TOTAL This Period (last page this line number only) ....

Image# 201706159056532969

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Uber Technologies, Inc.

Mailing Address 1455 Market St
Fl 4

City: San Francisco | State: CA | Zip Code: 94103-1355

Purpose of Disbursement: Travel

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8K/

Amount of Each Disbursement this Period: 6.41

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Amazon

Mailing Address 1200 12th Ave S
Ste 1200

City: Seattle | State: WA | Zip Code: 98144-2734

Purpose of Disbursement: Web Hosting

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8G(

Amount of Each Disbursement this Period: – 11.00

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Uber Technologies, Inc.

Mailing Address 1455 Market St
Fl 4

City: San Francisco | State: CA | Zip Code: 94103-1355

Purpose of Disbursement: Travel

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8K

Amount of Each Disbursement this Period: 7.73

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) ▶ 0.00

TOTAL This Period (last page this line number only) ▶

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Enterprise Rent-a-Car

Mailing Address 600 Corporate Park Dr

City: Saint Louis | State: MO | Zip Code: 63105-4204

Purpose of Disbursement: Travel

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8HI

Amount of Each Disbursement this Period: 4.00

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Amazon

Mailing Address 1200 12th Ave S
Ste 1200

City: Seattle | State: WA | Zip Code: 98144-2734

Purpose of Disbursement: Web Hosting

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8FN

Amount of Each Disbursement this Period: 12.00

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Enterprise Rent-a-Car

Mailing Address 600 Corporate Park Dr

City: Saint Louis | State: MO | Zip Code: 63105-4204

Purpose of Disbursement: Travel

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8H

Amount of Each Disbursement this Period: 258.40

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional): 0.00

TOTAL This Period (last page this line number only):

Image# 201706159056532971

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Amazon

Mailing Address 1200 12th Ave S
Ste 1200

City	State	Zip Code
Seattle	WA	98144-2734

Purpose of Disbursement
Web Hosting

Candidate Name

Category/ Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8F!

Amount of Each Disbursement this Period: – 12.00

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Transaction Importer Pro

Mailing Address 131 Daniel Webster Hwy
3

City	State	Zip Code
Nashua	NH	03060-5224

Purpose of Disbursement
Subscription

Candidate Name

Category/ Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8JV

Amount of Each Disbursement this Period: 19.99

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Orbitz

Mailing Address 500 W Madison St
Ste 1000

City	State	Zip Code
Chicago	IL	60661-2559

Purpose of Disbursement
Travel

Candidate Name

Category/ Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8K

Amount of Each Disbursement this Period: 81.25

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) 0.00

TOTAL This Period (last page this line number only) ....

Image# 201706159056532972

SCHEDULE B (FEC Form 3X) ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Amazon

Mailing Address 1200 12th Ave S
Ste 1200

City: Seattle | State: WA | Zip Code: 98144-2734

Purpose of Disbursement: Web Hosting

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify) ▼

Date of Disbursement: M M 12 / D D 13 / Y Y Y Y 2016

FEC Identification Number: C

Transaction ID : VQZETAC8G:

Amount of Each Disbursement this Period: – 12.00

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Uber Technologies, Inc.

Mailing Address 1455 Market St
Fl 4

City: San Francisco | State: CA | Zip Code: 94103-1355

Purpose of Disbursement: Travel

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: M M 12 / D D 13 / Y Y Y Y 2016

FEC Identification Number: C

Transaction ID : VQZETAC8K5

Amount of Each Disbursement this Period: 6.41

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Dropbox

Mailing Address 185 Berry St

City: San Francisco | State: CA | Zip Code: 94107-1725

Purpose of Disbursement: Subscription

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify) ▼

Date of Disbursement: M M 12 / D D 13 / Y Y Y Y 2016

FEC Identification Number: C

Transaction ID : VQZETAC8H

Amount of Each Disbursement this Period: 99.00

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional)........ ▶ 0.00

TOTAL This Period (last page this line number only)........ ▶

Image# 201706159056532973

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Amazon

Mailing Address 1200 12th Ave S
Ste 1200

City: Seattle | State: WA | Zip Code: 98144-2734

Purpose of Disbursement: Office Supplies

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8F/

Amount of Each Disbursement this Period: 35.96

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Enterprise Rent-a-Car

Mailing Address 600 Corporate Park Dr

City: Saint Louis | State: MO | Zip Code: 63105-4204

Purpose of Disbursement: Travel

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8H(

Amount of Each Disbursement this Period: 64.00

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Recruiterbox

Mailing Address 739 Bryant St
Num 206

City: San Francisco | State: CA | Zip Code: 94107-1014

Purpose of Disbursement: Subscription

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8JI

Amount of Each Disbursement this Period: 53.52

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) ▶ 0.00

TOTAL This Period (last page this line number only) ▶

Image# 201706159056532974

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial): Amazon

Mailing Address: 1200 12th Ave S, Ste 1200

City: Seattle | State: WA | Zip Code: 98144-2734

Purpose of Disbursement: Web Hosting

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8FI

Amount of Each Disbursement this Period: 12.00

[X] Memo Item

B. Full Name (Last, First, Middle Initial): Amazon

Mailing Address: 1200 12th Ave S, Ste 1200

City: Seattle | State: WA | Zip Code: 98144-2734

Purpose of Disbursement: Web Hosting

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8G(

Amount of Each Disbursement this Period: – 12.00

[X] Memo Item

C. Full Name (Last, First, Middle Initial): Safeway

Mailing Address: 490 L St NW

City: Washington | State: DC | Zip Code: 20001-2545

Purpose of Disbursement: Meals

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8J.

Amount of Each Disbursement this Period: 12.07

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) 0.00

TOTAL This Period (last page this line number only) ....

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Amazon

Mailing Address 1200 12th Ave S
Ste 1200

City: Seattle | State: WA | Zip Code: 98144-2734

Purpose of Disbursement: Equipment

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8GI

Amount of Each Disbursement this Period: 79.25

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Staples

Mailing Address 500 Staples Dr

City: Framingham | State: MA | Zip Code: 01702-4474

Purpose of Disbursement: Office Supplies

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8KV

Amount of Each Disbursement this Period: 29.99

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Amazon

Mailing Address 1200 12th Ave S
Ste 1200

City: Seattle | State: WA | Zip Code: 98144-2734

Purpose of Disbursement: Web Hosting

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8F.

Amount of Each Disbursement this Period: 25.00

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) 0.00

TOTAL This Period (last page this line number only) ....

Image# 201706159056532976

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

- [x] 21b
- [ ] 22
- [ ] 23
- [ ] 26
- [ ] 27
- [ ] 28a
- [ ] 28b
- [ ] 28c
- [ ] 29
- [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial): Ninite.com

Mailing Address: 795 Folsom St
Fl 1

City: San Francisco | State: CA | Zip Code: 94107-4226

Purpose of Disbursement: Software

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify) ▼

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8J3

Amount of Each Disbursement this Period: 20.00

[x] Memo Item

B. Full Name (Last, First, Middle Initial): Amazon

Mailing Address: 1200 12th Ave S
Ste 1200

City: Seattle | State: WA | Zip Code: 98144-2734

Purpose of Disbursement: Web Hosting

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8G6

Amount of Each Disbursement this Period: – 12.00

[x] Memo Item

C. Full Name (Last, First, Middle Initial): Uber Technologies, Inc.

Mailing Address: 1455 Market St
Fl 4

City: San Francisco | State: CA | Zip Code: 94103-1355

Purpose of Disbursement: Travel

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify) ▼

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8K

Amount of Each Disbursement this Period: 8.00

[x] Memo Item

SUBTOTAL of Disbursements This Page (optional) ▶ 0.00

TOTAL This Period (last page this line number only) ▶

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

- [x] 21b
- [ ] 22
- [ ] 23
- [ ] 26
- [ ] 27
- [ ] 28a
- [ ] 28b
- [ ] 28c
- [ ] 29
- [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial): Amazon

Mailing Address: 1200 12th Ave S, Ste 1200

City: Seattle | State: WA | Zip Code: 98144-2734

Purpose of Disbursement: Web Hosting

Candidate Name:

Category/Type:

Office Sought: House / Senate / President

State: District:

Disbursement For: Primary / General / Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8GI

Amount of Each Disbursement this Period: – 25.00

- [x] Memo Item

B. Full Name (Last, First, Middle Initial): Uber Technologies, Inc.

Mailing Address: 1455 Market St, Fl 4

City: San Francisco | State: CA | Zip Code: 94103-1355

Purpose of Disbursement: Travel

Candidate Name:

Category/Type:

Office Sought: House / Senate / President

State: District:

Disbursement For: Primary / General / Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8KE

Amount of Each Disbursement this Period: 8.00

- [x] Memo Item

C. Full Name (Last, First, Middle Initial): Enterprise Rent-a-Car

Mailing Address: 600 Corporate Park Dr

City: Saint Louis | State: MO | Zip Code: 63105-4204

Purpose of Disbursement: Travel

Candidate Name:

Category/Type:

Office Sought: House / Senate / President

State: District:

Disbursement For: Primary / General / Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8H

Amount of Each Disbursement this Period: 58.09

- [x] Memo Item

SUBTOTAL of Disbursements This Page (optional): 0.00

TOTAL This Period (last page this line number only):

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b	[ ] 22	[ ] 23	[ ] 26	[ ] 27
[ ] 28a	[ ] 28b	[ ] 28c	[ ] 29	[ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial): Amazon

Mailing Address: 1200 12th Ave S
Ste 1200

City: Seattle | State: WA | Zip Code: 98144-2734

Purpose of Disbursement: Web Hosting

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8FI

Amount of Each Disbursement this Period: 11.00

[X] Memo Item

B. Full Name (Last, First, Middle Initial): Enterprise Rent-a-Car

Mailing Address: 600 Corporate Park Dr

City: Saint Louis | State: MO | Zip Code: 63105-4204

Purpose of Disbursement: Travel

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8HI

Amount of Each Disbursement this Period: 270.68

[X] Memo Item

C. Full Name (Last, First, Middle Initial): Amazon

Mailing Address: 1200 12th Ave S
Ste 1200

City: Seattle | State: WA | Zip Code: 98144-2734

Purpose of Disbursement: Web Hosting

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8F

Amount of Each Disbursement this Period: 12.00

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional): 0.00

TOTAL This Period (last page this line number only):

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
CBT Nuggets

Mailing Address 1550 Valley River Dr

City: Eugene | State: OR | Zip Code: 97401-2122

Purpose of Disbursement: Software

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC8G

Amount of Each Disbursement this Period: 84.00

*

[x] Memo Item

B. Full Name (Last, First, Middle Initial)
Mabels

Mailing Address 2050 E 4th St

City: Cleveland | State: OH | Zip Code: 44115-1024

Purpose of Disbursement: Meals

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 02 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC73H

Amount of Each Disbursement this Period: 29.92

*

[x] Memo Item

C. Full Name (Last, First, Middle Initial)
D'Amico, Steven, J., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Reimbursement - See Below if Itemized

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 02 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC73I

Amount of Each Disbursement this Period: 795.65

[ ] Memo Item

SUBTOTAL of Disbursements This Page (optional) 795.65

TOTAL This Period (last page this line number only) ....

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)
[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Store Supply Warehouse

Mailing Address 12955 Enterprise Way

City: Bridgeton | State: MO | Zip Code: 63044-1206

Purpose of Disbursement: Collections

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 02 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC73S

Amount of Each Disbursement this Period: 241.43

[x] Memo Item

B. Full Name (Last, First, Middle Initial)
Target

Mailing Address 1000 Nicollet Mall

City: Minneapolis | State: MN | Zip Code: 55403-2542

Purpose of Disbursement: Collections

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 02 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC73F

Amount of Each Disbursement this Period: 124.01

[x] Memo Item

C. Full Name (Last, First, Middle Initial)
Ikea

Mailing Address 420 Alan Wood Rd

City: Conshohocken | State: PA | Zip Code: 19428-1141

Purpose of Disbursement: Collections

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 02 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7C

Amount of Each Disbursement this Period: 430.21

[x] Memo Item

SUBTOTAL of Disbursements This Page (optional) 0.00

TOTAL This Period (last page this line number only) ....

Image# 201706159056532981

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Group Benefit Services, Inc.

Mailing Address PO Box 64802

City: Baltimore | State: MD | Zip Code: 21264-4802

Purpose of Disbursement: Insurance

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 12 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC74(

Amount of Each Disbursement this Period: 24778.79

[ ] Memo Item

B. Full Name (Last, First, Middle Initial)
Van Putten, Kristin, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Reimbursement - See Below if Itemized

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC72Y

Amount of Each Disbursement this Period: 40.00

[ ] Memo Item

C. Full Name (Last, First, Middle Initial)
Verizon Wireless

Mailing Address PO Box 25505

City: Lehigh Valley | State: PA | Zip Code: 18002-5505

Purpose of Disbursement: Telephone

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC72

Amount of Each Disbursement this Period: 40.00

*

[x] Memo Item

SUBTOTAL of Disbursements This Page (optional) ▶ 24818.79

TOTAL This Period (last page this line number only) ▶

Image# 201706159056532982

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
D'Amico, Steven, J., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Reimbursement - See Below if Itemized

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 02 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC9C(

Amount of Each Disbursement this Period: 383.84

[ ] Memo Item

B. Full Name (Last, First, Middle Initial)
The Container Store

Mailing Address 500 Freeport Pkwy

City: Coppell | State: TX | Zip Code: 75019-7420

Purpose of Disbursement: Collections

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 02 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC9CA

Amount of Each Disbursement this Period: 119.18 *

[x] Memo Item

C. Full Name (Last, First, Middle Initial)
Exxon Mobil

Mailing Address 5959 Las Colinas Blvd

City: Irving | State: TX | Zip Code: 75039-4202

Purpose of Disbursement: Travel

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 02 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC9C

Amount of Each Disbursement this Period: 44.60 *

[x] Memo Item

SUBTOTAL of Disbursements This Page (optional) 383.84

TOTAL This Period (last page this line number only) ....

Image# 201706159056532983

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Mabels

Mailing Address 2050 E 4th St

City	State	Zip Code
Cleveland	OH	44115-1024

Purpose of Disbursement
Meals

Candidate Name

Category/ Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: 2016
[ ] Primary [X] General
[ ] Other (specify)

Date of Disbursement
M M / D D / Y Y Y Y
12 / 02 / 2016

FEC Identification Number
C

Transaction ID : VQZETAC9C8

Amount of Each Disbursement this Period
29.92

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Michaels

Mailing Address 8000 Bent Branch Dr

City	State	Zip Code
Irving	TX	75063-6023

Purpose of Disbursement
Collections

Candidate Name

Category/ Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: 2016
[ ] Primary [X] General
[ ] Other (specify)

Date of Disbursement
M M / D D / Y Y Y Y
12 / 02 / 2016

FEC Identification Number
C

Transaction ID : VQZETAC9C0

Amount of Each Disbursement this Period
58.58

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Staples

Mailing Address 500 Staples Dr

City	State	Zip Code
Framingham	MA	01702-4474

Purpose of Disbursement
Collections

Candidate Name

Category/ Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: 2016
[ ] Primary [X] General
[ ] Other (specify)

Date of Disbursement
M M / D D / Y Y Y Y
12 / 02 / 2016

FEC Identification Number
C

Transaction ID : VQZETAC9C

Amount of Each Disbursement this Period
69.20

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional)........ 0.00

TOTAL This Period (last page this line number only)........

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Colleran, Brian, W, ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement
Reimbursement - See Below if Itemized

Candidate Name

Category/ Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: 2016
[ ] Primary [x] General
[ ] Other (specify)

Date of Disbursement: 12 / 21 / 2016

FEC Identification Number
C

Transaction ID : VQZETAC721

Amount of Each Disbursement this Period: 7.94

[ ] Memo Item

B. Full Name (Last, First, Middle Initial)
Uber Technologies, Inc.

Mailing Address 1455 Market St
Fl 4

City: San Francisco | State: CA | Zip Code: 94103-1355

Purpose of Disbursement
Travel

Candidate Name

Category/ Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: 2016
[ ] Primary [x] General
[ ] Other (specify)

Date of Disbursement: 12 / 21 / 2016

FEC Identification Number
C

Transaction ID : VQZETAC722

Amount of Each Disbursement this Period: 7.94
*

[x] Memo Item

C. Full Name (Last, First, Middle Initial)
Thomson Reuters

Mailing Address PO Box 6292

City: Carol Stream | State: IL | Zip Code: 60197-6292

Purpose of Disbursement
Subscription

Candidate Name

Category/ Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For:
[ ] Primary [ ] General
[ ] Other (specify)

Date of Disbursement: 12 / 21 / 2016

FEC Identification Number
C

Transaction ID : VQZETAC75

Amount of Each Disbursement this Period: 1678.28

[ ] Memo Item

SUBTOTAL of Disbursements This Page (optional) 1686.22

TOTAL This Period (last page this line number only) ....

Image# 201706159056532985

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
VOYA

Mailing Address PO Box 990063

City	State	Zip Code
Hartford	CT	06199-0063

Purpose of Disbursement
Retirement Contribution

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 08 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC75

Amount of Each Disbursement this Period: 10641.38

[ ] Memo Item

B. Full Name (Last, First, Middle Initial)
Crawford Media Services, Inc.

Mailing Address 6 W Druid Hills Dr NE

City	State	Zip Code
Brookhaven	GA	30329-2138

Purpose of Disbursement
Media Services

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 12 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC74D

Amount of Each Disbursement this Period: 4000.00

[ ] Memo Item

C. Full Name (Last, First, Middle Initial)
Pangelinan, Felix, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City	State	Zip Code
Washington	DC	20001-2779

Purpose of Disbursement
Mileage Reimbursement

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC74

Amount of Each Disbursement this Period: 31.25

[ ] Memo Item

SUBTOTAL of Disbursements This Page (optional) ▶ 14672.63

TOTAL This Period (last page this line number only) ▶

Image# 201706159056532986

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Mulvey, Estefania, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Reimbursement - See Below if Itemized

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC72N

Amount of Each Disbursement this Period: 40.00

[ ] Memo Item

B. Full Name (Last, First, Middle Initial)
Sprint

Mailing Address 6391 Sprint Pkwy

City: Overland Park | State: KS | Zip Code: 66251-6100

Purpose of Disbursement: Telpehone

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC72N

Amount of Each Disbursement this Period: 40.00
*

[x] Memo Item

C. Full Name (Last, First, Middle Initial)
McAlister, Kevin, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Reimbursement - See Below if Itemized

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7

Amount of Each Disbursement this Period: 415.55

[ ] Memo Item

SUBTOTAL of Disbursements This Page (optional) 455.55

TOTAL This Period (last page this line number only) ....

Image# 201706159056532987

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Verizon Wireless

Mailing Address PO Box 25505

City: Lehigh Valley | State: PA | Zip Code: 18002-5505

Purpose of Disbursement: Telephone

Candidate Name:

Category/ Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [X] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC72X

Amount of Each Disbursement this Period: 40.00

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Verizon Wireless

Mailing Address PO Box 25505

City: Lehigh Valley | State: PA | Zip Code: 18002-5505

Purpose of Disbursement: Telephone

Candidate Name:

Category/ Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [X] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC72V

Amount of Each Disbursement this Period: 40.00

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Uber Technologies, Inc.

Mailing Address 1455 Market St
Fl 4

City: San Francisco | State: CA | Zip Code: 94103-1355

Purpose of Disbursement: Travel

Candidate Name:

Category/ Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [X] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC72'

Amount of Each Disbursement this Period: 11.55

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) 0.00

TOTAL This Period (last page this line number only) ....

Image# 201706159056532988

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Amtrak

Mailing Address 50 Massachusetts Ave NE

City: Washington | State: DC | Zip Code: 20002-4214

Purpose of Disbursement: Travel

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC72T

Amount of Each Disbursement this Period: 324.00

*

[x] Memo Item

B. Full Name (Last, First, Middle Initial)
Wieck, Tania, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Reimbursement - See Below if Itemized

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 12 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC73T

Amount of Each Disbursement this Period: 40.00

[ ] Memo Item

C. Full Name (Last, First, Middle Initial)
AT&T

Mailing Address 208 S Akard St

City: Dallas | State: TX | Zip Code: 75202-4209

Purpose of Disbursement: Telephone

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 12 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC73'

Amount of Each Disbursement this Period: 40.00

*

[x] Memo Item

SUBTOTAL of Disbursements This Page (optional) 40.00

TOTAL This Period (last page this line number only) ....

Image# 201706159056532989

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

- [x] 21b
- [ ] 22
- [ ] 23
- [ ] 26
- [ ] 27
- [ ] 28a
- [ ] 28b
- [ ] 28c
- [ ] 29
- [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A.
Full Name (Last, First, Middle Initial): TD Bank
Mailing Address: 605 14th St NW
City: Washington | State: DC | Zip Code: 20005-2007
Purpose of Disbursement: Credit Card Payment
Candidate Name:
Category/Type:
Office Sought: [ ] House [ ] Senate [ ] President
State: District:
Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)
Date of Disbursement: 12 / 13 / 2016
FEC Identification Number: C
Transaction ID : VQZETAC75\
Amount of Each Disbursement this Period: 383.58
[ ] Memo Item

B.
Full Name (Last, First, Middle Initial): United States Government National Labor Relations Board
Mailing Address: 103 S Gay St
Fl 8
City: Baltimore | State: MD | Zip Code: 21202-7500
Purpose of Disbursement: Research
Candidate Name:
Category/Type:
Office Sought: [ ] House [ ] Senate [ ] President
State: District:
Disbursement For: [ ] Primary [ ] General [ ] Other (specify)
Date of Disbursement: 12 / 13 / 2016
FEC Identification Number: C
Transaction ID : VQZETAC8MI
Amount of Each Disbursement this Period: 256.01 *
[x] Memo Item

C.
Full Name (Last, First, Middle Initial): Amalgamated Bank
Mailing Address: 275 7th Ave
City: New York | State: NY | Zip Code: 10001-8800
Purpose of Disbursement: Bank Fees
Candidate Name:
Category/Type:
Office Sought: [ ] House [ ] Senate [ ] President
State: District:
Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)
Date of Disbursement: 11 / 30 / 2016
FEC Identification Number: C
Transaction ID : VQZETAC8N
Amount of Each Disbursement this Period: 2.50
[ ] Memo Item

SUBTOTAL of Disbursements This Page (optional): 386.08

TOTAL This Period (last page this line number only):

Image# 201706159056532990

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Van Putten, Kristin, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Mileage Reimbursement

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 11 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC732

Amount of Each Disbursement this Period: 41.58

[ ] Memo Item

B. Full Name (Last, First, Middle Initial)
Angelo S Carusone

Mailing Address 2501 Porter St NW
Apt 520

City: Washington | State: DC | Zip Code: 20008-1253

Purpose of Disbursement: Management Consulting

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 21 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC748

Amount of Each Disbursement this Period: 3000.00

[ ] Memo Item

C. Full Name (Last, First, Middle Initial)
Well & Lighthouse, LLC

Mailing Address 1244 19th St NW

City: Washington | State: DC | Zip Code: 20036-6618

Purpose of Disbursement: Web Hosting Services

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 12 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC75I

Amount of Each Disbursement this Period: 500.00

[ ] Memo Item

SUBTOTAL of Disbursements This Page (optional) 3541.58

TOTAL This Period (last page this line number only) ....

Image# 201706159056532991

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Beckerman, Emma, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Reimbursement - See Below if Itemized

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [X] General [ ] Other (specify)

Date of Disbursement: 12 / 21 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC72F

Amount of Each Disbursement this Period: 39.56

[ ] Memo Item

B. Full Name (Last, First, Middle Initial)
Uber Technologies, Inc.

Mailing Address 1455 Market St
Fl 4

City: San Francisco | State: CA | Zip Code: 94103-1355

Purpose of Disbursement: Travel

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [X] General [ ] Other (specify)

Date of Disbursement: 12 / 21 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC72G

Amount of Each Disbursement this Period: 6.41
*

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Uber Technologies, Inc.

Mailing Address 1455 Market St
Fl 4

City: San Francisco | State: CA | Zip Code: 94103-1355

Purpose of Disbursement: Travel

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [X] General [ ] Other (specify)

Date of Disbursement: 12 / 21 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC72I

Amount of Each Disbursement this Period: 11.99
*

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) ▶ 39.56

TOTAL This Period (last page this line number only) ▶

Image# 201706159056532992

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Uber Technologies, Inc.

Mailing Address 1455 Market St
Fl 4

City: San Francisco | State: CA | Zip Code: 94103-1355

Purpose of Disbursement: Travel

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 21 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC72.

Amount of Each Disbursement this Period: 14.75

[x] Memo Item

B. Full Name (Last, First, Middle Initial)
Uber Technologies, Inc.

Mailing Address 1455 Market St
Fl 4

City: San Francisco | State: CA | Zip Code: 94103-1355

Purpose of Disbursement: Travel

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 21 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC72H

Amount of Each Disbursement this Period: 6.41

[x] Memo Item

C. Full Name (Last, First, Middle Initial)
Payroll Data Processing

Mailing Address 4224 Henderson Blvd

City: Tampa | State: FL | Zip Code: 33629-5611

Purpose of Disbursement: Payroll

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC75.

Amount of Each Disbursement this Period: 170726.03

[ ] Memo Item

SUBTOTAL of Disbursements This Page (optional): 170726.03

TOTAL This Period (last page this line number only):

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Le, Dawn, A., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington
State: DC
Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7M

Amount of Each Disbursement this Period: 2908.81

[x] Memo Item

B. Full Name (Last, First, Middle Initial)
Mulvey, Estefania, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington
State: DC
Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7M(

Amount of Each Disbursement this Period: 1155.39

[x] Memo Item

C. Full Name (Last, First, Middle Initial)
Brock, David, , ,

Mailing Address 455 Massachusetts Ave NW

City: Washington
State: DC
Zip Code: 20001-2621

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7K

Amount of Each Disbursement this Period: 4907.53

[x] Memo Item

SUBTOTAL of Disbursements This Page (optional): 0.00

TOTAL This Period (last page this line number only):

Image# 201706159056532994

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Colleran, Brian, W, ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7KI

Amount of Each Disbursement this Period: 1473.91

[x] Memo Item

B. Full Name (Last, First, Middle Initial)
Wieck, Tania, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7MI

Amount of Each Disbursement this Period: 2774.08

[x] Memo Item

C. Full Name (Last, First, Middle Initial)
Zubatkin, Todd, L, ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7M

Amount of Each Disbursement this Period: 1522.03

[x] Memo Item

SUBTOTAL of Disbursements This Page (optional): 0.00

TOTAL This Period (last page this line number only):

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)
[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Baker, Andrew, C., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: House / Senate / President

State: District:

Disbursement For: Primary / General / Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7K9

Amount of Each Disbursement this Period: 1433.92

[x] Memo Item

B. Full Name (Last, First, Middle Initial)
Shelton, Daniel, J., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: House / Senate / President

State: District:

Disbursement For: Primary / General / Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7MI

Amount of Each Disbursement this Period: 1505.90

[x] Memo Item

C. Full Name (Last, First, Middle Initial)
Taggart, Kelsie, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: House / Senate / President

State: District:

Disbursement For: Primary / General / Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7M

Amount of Each Disbursement this Period: 1345.44

[x] Memo Item

SUBTOTAL of Disbursements This Page (optional) 0.00

TOTAL This Period (last page this line number only) ....

Image# 201706159056532996

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial): Donohoe, Kevin, , ,

Mailing Address: 455 Massachusetts Ave NW

City: Washington | State: DC | Zip Code: 20001-2621

Purpose of Disbursement: Salary

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7K(

Amount of Each Disbursement this Period: 1774.06

[x] Memo Item

B. Full Name (Last, First, Middle Initial): Freedberg, Sydney, , ,

Mailing Address: 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7K

Amount of Each Disbursement this Period: 4820.27

[x] Memo Item

C. Full Name (Last, First, Middle Initial): Meads, Edward, , ,

Mailing Address: 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7M

Amount of Each Disbursement this Period: 1094.26

[x] Memo Item

SUBTOTAL of Disbursements This Page (optional) ▶ 0.00

TOTAL This Period (last page this line number only) ▶

Image# 201706159056532997

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Parks, Rebecca, R., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington
State: DC
Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7M

Amount of Each Disbursement this Period: 2683.74

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Blake, Isaac, T., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington
State: DC
Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7KI

Amount of Each Disbursement this Period: 2798.08

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Charboneau, Elizabeth, C., ,

Mailing Address 2434 16th St NW
Apt 302

City: Washington
State: DC
Zip Code: 20009-3501

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7K

Amount of Each Disbursement this Period: 1491.44

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) 0.00

TOTAL This Period (last page this line number only) ....

Image# 201706159056532998

SCHEDULE B (FEC Form 3X) ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Weintraub, Sari, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington
State: DC
Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7M

Amount of Each Disbursement this Period: 1402.48

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Yankah, Kobina, N., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington
State: DC
Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7M

Amount of Each Disbursement this Period: 1568.93

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Irvine, Edrie, E., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington
State: DC
Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7M

Amount of Each Disbursement this Period: 1782.58

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional): 0.00

TOTAL This Period (last page this line number only):

Image# 201706159056532999

SCHEDULE B (FEC Form 3X) ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial): Bainum, Bradford, , ,

Mailing Address: 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7K8

Amount of Each Disbursement this Period: 1221.13

[x] Memo Item

B. Full Name (Last, First, Middle Initial): Schweber-Koren, Raphael, D., ,

Mailing Address: 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7MI

Amount of Each Disbursement this Period: 1838.49

[x] Memo Item

C. Full Name (Last, First, Middle Initial): Smith, Chad, , ,

Mailing Address: 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7M

Amount of Each Disbursement this Period: 1200.59

[x] Memo Item

SUBTOTAL of Disbursements This Page (optional) ▶ 0.00

TOTAL This Period (last page this line number only) ▶

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)
[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Payroll Data Processing

Mailing Address 4224 Henderson Blvd

City: Tampa | State: FL | Zip Code: 33629-5611

Purpose of Disbursement: Payroll Taxes

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: 2016
[ ] Primary [x] General
[ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC75\

Amount of Each Disbursement this Period: 56506.72

[x] Memo Item

B. Full Name (Last, First, Middle Initial)
Finken, Bryan, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For:
[ ] Primary [ ] General
[ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7K\

Amount of Each Disbursement this Period: 1375.64

[x] Memo Item

C. Full Name (Last, First, Middle Initial)
McAlister, Kevin, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For:
[ ] Primary [ ] General
[ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7M

Amount of Each Disbursement this Period: 2257.76

[x] Memo Item

SUBTOTAL of Disbursements This Page (optional) 0.00

TOTAL This Period (last page this line number only) ....

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Pangelinan, Felix, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington
State: DC
Zip Code: 20001-2779

Purpose of Disbursement
Salary

Candidate Name

Category/ Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7M

Amount of Each Disbursement this Period: 1260.80

[x] Memo Item

B. Full Name (Last, First, Middle Initial)
Casey, Kathleen, A, ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington
State: DC
Zip Code: 20001-2779

Purpose of Disbursement
Salary

Candidate Name

Category/ Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7KI

Amount of Each Disbursement this Period: 1284.42

[x] Memo Item

C. Full Name (Last, First, Middle Initial)
Dennis, Patrick, J., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington
State: DC
Zip Code: 20001-2779

Purpose of Disbursement
Salary

Candidate Name

Category/ Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7K

Amount of Each Disbursement this Period: 2435.35

[x] Memo Item

SUBTOTAL of Disbursements This Page (optional) 0.00

TOTAL This Period (last page this line number only) ....

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Van Putten, Kristin, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7M

Amount of Each Disbursement this Period: 1091.39

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Williams, Benjamin, , ,

Mailing Address 3413 Oakwood Ter NW

City: Washington | State: DC | Zip Code: 20010-1819

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7M

Amount of Each Disbursement this Period: 1613.66

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Bailey, Ernest, , , IV

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7K

Amount of Each Disbursement this Period: 1329.70

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) 0.00

TOTAL This Period (last page this line number only) ....

Image# 201706159056533003

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Beychok, Bradley, D., ,

Mailing Address 1133 14th St NW

City: Washington
State: DC
Zip Code: 20005-4234

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7K(

Amount of Each Disbursement this Period: 6267.23

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Schoell, William, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington
State: DC
Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7MI

Amount of Each Disbursement this Period: 1695.90

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Smith, Angela, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington
State: DC
Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7M

Amount of Each Disbursement this Period: 1153.67

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) ▶ 0.00

TOTAL This Period (last page this line number only) ▶

Image# 201706159056533004

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Payroll Data Processing

Mailing Address 4224 Henderson Blvd

City: Tampa | State: FL | Zip Code: 33629-5611

Purpose of Disbursement: Payroll Fees

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC75T

Amount of Each Disbursement this Period: 284.29

[x] Memo Item

B. Full Name (Last, First, Middle Initial)
Evans, Tyler, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7K1

Amount of Each Disbursement this Period: 2349.06

[x] Memo Item

C. Full Name (Last, First, Middle Initial)
Hunt, Jordan, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7K

Amount of Each Disbursement this Period: 1178.51

[x] Memo Item

SUBTOTAL of Disbursements This Page (optional) ▶ 0.00

TOTAL This Period (last page this line number only) ▶

Image# 201706159056533005

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Mackler, Jessica, E., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7M

Amount of Each Disbursement this Period: 7140.01

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Ormsby, Daniel, S., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7M8

Amount of Each Disbursement this Period: 2439.00

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Bunn, Rachel, , ,

Mailing Address 455 Massachusetts Ave NW

City: Washington | State: DC | Zip Code: 20001-2621

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7K

Amount of Each Disbursement this Period: 1718.74

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) 0.00

TOTAL This Period (last page this line number only) ....

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Davis, Chelsea, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7KI

Amount of Each Disbursement this Period: 1071.65

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Van Leeuwen, Christopher, A., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7MI

Amount of Each Disbursement this Period: 1351.40

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Wiley, Joseph, R, ,

Mailing Address 719 Euclid St NW
Apt 3

City: Washington | State: DC | Zip Code: 20001-2200

Purpose of Disbursement: Salary

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7M

Amount of Each Disbursement this Period: 1679.42

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) ▶ 0.00

TOTAL This Period (last page this line number only) ▶

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)
[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Abbas, Daniel, R., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7K(

Amount of Each Disbursement this Period: 1548.87

[x] Memo Item

B. Full Name (Last, First, Middle Initial)
Beckerman, Emma, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7KE

Amount of Each Disbursement this Period: 1104.19

[x] Memo Item

C. Full Name (Last, First, Middle Initial)
Schiller, Daniel, T., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7M

Amount of Each Disbursement this Period: 1132.65

[x] Memo Item

SUBTOTAL of Disbursements This Page (optional) ▶ 0.00

TOTAL This Period (last page this line number only) ▶

Image# 201706159056533008

SCHEDULE B (FEC Form 3X) ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)
[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial): Shoup, Anne, M., ,
Mailing Address: 455 Massachusetts Ave NW
Ste 650
City: Washington
State: DC
Zip Code: 20001-2779
Purpose of Disbursement: Salary
Candidate Name:
Category/Type:
Office Sought: [ ] House [ ] Senate [ ] President
State: District:
Disbursement For: [ ] Primary [ ] General [ ] Other (specify)
Date of Disbursement: 12 / 30 / 2016
FEC Identification Number: C
Transaction ID : VQZETAC7M
Amount of Each Disbursement this Period: 2421.91
[X] Memo Item

B. Full Name (Last, First, Middle Initial): England, Sean, , ,
Mailing Address: 334 Maryland Ave NE
City: Washington
State: DC
Zip Code: 20002-5712
Purpose of Disbursement: Salary
Candidate Name:
Category/Type:
Office Sought: [ ] House [ ] Senate [ ] President
State: District:
Disbursement For: [ ] Primary [ ] General [ ] Other (specify)
Date of Disbursement: 12 / 30 / 2016
FEC Identification Number: C
Transaction ID : VQZETAC7KS
Amount of Each Disbursement this Period: 1603.73
[X] Memo Item

C. Full Name (Last, First, Middle Initial): Howe, Elizabeth, , ,
Mailing Address: 455 Massachusetts Ave NW
Ste 650
City: Washington
State: DC
Zip Code: 20001-2779
Purpose of Disbursement: Salary
Candidate Name:
Category/Type:
Office Sought: [ ] House [ ] Senate [ ] President
State: District:
Disbursement For: [ ] Primary [ ] General [ ] Other (specify)
Date of Disbursement: 12 / 30 / 2016
FEC Identification Number: C
Transaction ID : VQZETAC7K
Amount of Each Disbursement this Period: 1330.12
[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) 0.00

TOTAL This Period (last page this line number only) ....

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Livingston, Mitchell, J., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City	State	Zip Code
Washington	DC	20001-2779

Purpose of Disbursement
Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7M

Amount of Each Disbursement this Period: 1198.48

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Nowak, Amy, S., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City	State	Zip Code
Washington	DC	20001-2779

Purpose of Disbursement
Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7M7

Amount of Each Disbursement this Period: 1203.40

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Brown, Emma, N, ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City	State	Zip Code
Washington	DC	20001-2779

Purpose of Disbursement
Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7K

Amount of Each Disbursement this Period: 1480.28

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) 0.00

TOTAL This Period (last page this line number only) ....

Image# 201706159056533010

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
D'Amico, Steven, J., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7KI

Amount of Each Disbursement this Period: 3956.41

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Wilburn, Thomas, A., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7MS

Amount of Each Disbursement this Period: 1429.60

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Baker, Anthony, , ,

Mailing Address 443 New York Ave NW
Apt 609

City: Washington | State: DC | Zip Code: 20001-4860

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7K

Amount of Each Disbursement this Period: 1823.02

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) ▶ 0.00

TOTAL This Period (last page this line number only) ▶

Image# 201706159056533011

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b	[ ] 22	[ ] 23	[ ] 26	[ ] 27
[ ] 28a	[ ] 28b	[ ] 28c	[ ] 29	[ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Price, Elizabeth, , ,

Mailing Address 455 Massachusetts Ave NW

City: Washington | State: DC | Zip Code: 20001-2621

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7M

Amount of Each Disbursement this Period: 2216.83

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Vale, Edward, P., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7MI

Amount of Each Disbursement this Period: 5437.29

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Dzieciolowski, Matthew, J, ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7K

Amount of Each Disbursement this Period: 1234.91

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) 0.00

TOTAL This Period (last page this line number only) ....

Image# 201706159056533012

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Gallant, Joseph, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7K

Amount of Each Disbursement this Period: 1416.96

*

[x] Memo Item

B. Full Name (Last, First, Middle Initial)
Michaels

Mailing Address 8000 Bent Branch Dr

City: Irving | State: TX | Zip Code: 75063-6023

Purpose of Disbursement: Collections

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 02 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC73N

Amount of Each Disbursement this Period: 58.58

*

[x] Memo Item

C. Full Name (Last, First, Middle Initial)
NGP VAN, Inc.

Mailing Address 1101 15th St NW
Ste 500

City: Washington | State: DC | Zip Code: 20005-5006

Purpose of Disbursement: Database Software

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 12 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC74

Amount of Each Disbursement this Period: 1500.00

[ ] Memo Item

SUBTOTAL of Disbursements This Page (optional) ▶ 1500.00

TOTAL This Period (last page this line number only) ▶

Image# 201706159056533013

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Robert Half Finance & Accounting

Mailing Address PO Box 743295

City: Los Angeles | State: CA | Zip Code: 90074-3295

Purpose of Disbursement: Recruitment Services

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 21 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC742

Amount of Each Disbursement this Period: 3164.04

[ ] Memo Item

B. Full Name (Last, First, Middle Initial)
UPS

Mailing Address 55 Glenlake Pkwy

City: Atlanta | State: GA | Zip Code: 30328-3474

Purpose of Disbursement: Office Supplies

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 16 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC753

Amount of Each Disbursement this Period: 3143.65

[ ] Memo Item

C. Full Name (Last, First, Middle Initial)
Irvine, Edrie, E., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Reimbursement - See Below if Itemized

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 11 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC72

Amount of Each Disbursement this Period: 45.62

[ ] Memo Item

SUBTOTAL of Disbursements This Page (optional) 6353.31

TOTAL This Period (last page this line number only) ....

Image# 201706159056533014

SCHEDULE B (FEC Form 3X) ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Parks, Rebecca, R., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Reimbursement - See Below if Itemized

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC736

Amount of Each Disbursement this Period: 80.00

[ ] Memo Item

B. Full Name (Last, First, Middle Initial)
Verizon Wireless

Mailing Address PO Box 25505

City: Lehigh Valley | State: PA | Zip Code: 18002-5505

Purpose of Disbursement: Telephone

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC737

Amount of Each Disbursement this Period: 40.00 *

[x] Memo Item

C. Full Name (Last, First, Middle Initial)
Verizon Wireless

Mailing Address PO Box 25505

City: Lehigh Valley | State: PA | Zip Code: 18002-5505

Purpose of Disbursement: Telephone

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC73

Amount of Each Disbursement this Period: 40.00 *

[x] Memo Item

SUBTOTAL of Disbursements This Page (optional) 80.00

TOTAL This Period (last page this line number only) ....

Image# 201706159056533015

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
VOYA

Mailing Address PO Box 990063

City: Hartford
State: CT
Zip Code: 06199-0063

Purpose of Disbursement
Retirement Contribution

Candidate Name

Category/ Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 08 / 2016

FEC Identification Number
C

Transaction ID : VQZETAC758

Amount of Each Disbursement this Period
6939.55

[ ] Memo Item

B. Full Name (Last, First, Middle Initial)
Endless Waters, Inc.

Mailing Address 7901 Beechcraft Ave
Ste V

City: Gaithersburg
State: MD
Zip Code: 20879-1594

Purpose of Disbursement
Beverage Service

Candidate Name

Category/ Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 12 / 2016

FEC Identification Number
C

Transaction ID : VQZETAC74H

Amount of Each Disbursement this Period
823.73

[ ] Memo Item

C. Full Name (Last, First, Middle Initial)
First Data Merchant Services

Mailing Address 5565 Glenridge Connector NE
Ste 2000

City: Atlanta
State: GA
Zip Code: 30342-1651

Purpose of Disbursement
Credit Card Processing Fees

Candidate Name

Category/ Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: 2016
[ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 05 / 2016

FEC Identification Number
C

Transaction ID : VQZETAC74I

Amount of Each Disbursement this Period
1580.19

[ ] Memo Item

SUBTOTAL of Disbursements This Page (optional) 9343.47

TOTAL This Period (last page this line number only) ....

Image# 201706159056533016

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
D'Amico, Steven, J., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Void of previous disbursement

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 02 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC9C\

Amount of Each Disbursement this Period: – 383.84

[ ] Memo Item

B. Full Name (Last, First, Middle Initial)
Amalgamated Bank

Mailing Address 275 7th Ave

City: New York | State: NY | Zip Code: 10001-8800

Purpose of Disbursement: Bank Fee

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 11 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC747

Amount of Each Disbursement this Period: 35.00

[ ] Memo Item

C. Full Name (Last, First, Middle Initial)
Vale, Edward, P., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Reimbursement - See Below if Itemized

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC72!

Amount of Each Disbursement this Period: 60.13

[ ] Memo Item

SUBTOTAL of Disbursements This Page (optional): – 288.71

TOTAL This Period (last page this line number only):

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Uber Technologies, Inc.

Mailing Address 1455 Market St
Fl 4

City: San Francisco | State: CA | Zip Code: 94103-1355

Purpose of Disbursement: Travel

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [X] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC72E

Amount of Each Disbursement this Period: 6.41

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Uber Technologies, Inc.

Mailing Address 1455 Market St
Fl 4

City: San Francisco | State: CA | Zip Code: 94103-1355

Purpose of Disbursement: Travel

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [X] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC72A

Amount of Each Disbursement this Period: 6.41

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Uber Technologies, Inc.

Mailing Address 1455 Market St
Fl 4

City: San Francisco | State: CA | Zip Code: 94103-1355

Purpose of Disbursement: Travel

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [X] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC72I

Amount of Each Disbursement this Period: 17.01

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) ▶ 0.00

TOTAL This Period (last page this line number only) ▶

Image# 201706159056533018

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Uber Technologies, Inc.

Mailing Address 1455 Market St
Fl 4

City: San Francisco | State: CA | Zip Code: 94103-1355

Purpose of Disbursement: Travel

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC72I

Amount of Each Disbursement this Period: 15.15

[x] Memo Item

B. Full Name (Last, First, Middle Initial)
Uber Technologies, Inc.

Mailing Address 1455 Market St
Fl 4

City: San Francisco | State: CA | Zip Code: 94103-1355

Purpose of Disbursement: Travel

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC72C

Amount of Each Disbursement this Period: 15.15

[x] Memo Item

C. Full Name (Last, First, Middle Initial)
Central Parking System Of VA, Inc.

Mailing Address PO Box 790402

City: Saint Louis | State: MO | Zip Code: 63179-0402

Purpose of Disbursement: Parking

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 21 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC74

Amount of Each Disbursement this Period: 1110.00

[ ] Memo Item

SUBTOTAL of Disbursements This Page (optional) 1110.00

TOTAL This Period (last page this line number only) ....

Image# 201706159056533019

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Washington Metropolitan Area Transit Authority

Mailing Address 600 5th St NW

City: Washington | State: DC | Zip Code: 20001-2610

Purpose of Disbursement: Travel

Candidate Name

Category/ Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 19 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC75(

Amount of Each Disbursement this Period: 523.20

[ ] Memo Item

B. Full Name (Last, First, Middle Initial)
Payroll Data Processing

Mailing Address 4224 Henderson Blvd

City: Tampa | State: FL | Zip Code: 33629-5611

Purpose of Disbursement: Payroll Taxes

Candidate Name

Category/ Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 27 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC75H

Amount of Each Disbursement this Period: 12779.39

[ ] Memo Item

C. Full Name (Last, First, Middle Initial)
Staples

Mailing Address 500 Staples Dr

City: Framingham | State: MA | Zip Code: 01702-4474

Purpose of Disbursement: Collections

Candidate Name

Category/ Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 02 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC73I

Amount of Each Disbursement this Period: 69.20

*

[x] Memo Item

SUBTOTAL of Disbursements This Page (optional) 13302.59

TOTAL This Period (last page this line number only) ....

Image# 201706159056533020

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Nard's Entertainment, Inc.

Mailing Address 6821 Whittier Ave

City: Mc Lean | State: VA | Zip Code: 22101-4537

Purpose of Disbursement: Equipment Rental & Maintenance

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 21 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC74T

Amount of Each Disbursement this Period: 808.09

[ ] Memo Item

B. Full Name (Last, First, Middle Initial)
Shoup, Anne, M., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Reimbursement - See Below if Itemized

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC71V

Amount of Each Disbursement this Period: 14.90

[ ] Memo Item

C. Full Name (Last, First, Middle Initial)
EZ Pass

Mailing Address PO Box 1234

City: Clifton Forge | State: VA | Zip Code: 24422-0724

Purpose of Disbursement: Travel

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC71

Amount of Each Disbursement this Period: 5.00

*

[x] Memo Item

SUBTOTAL of Disbursements This Page (optional) 822.99

TOTAL This Period (last page this line number only) ....

Image# 201706159056533021

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Rankin, Inc

Mailing Address 1051 N Main St
Ste D

City: Lombard | State: IL | Zip Code: 60148-1350

Purpose of Disbursement: Office Utilities

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 12 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC74Y

Amount of Each Disbursement this Period: 528.75

[ ] Memo Item

B. Full Name (Last, First, Middle Initial)
Square 516 Office Venture LLC

Mailing Address 2101 L St NW
Ste 700

City: Washington | State: DC | Zip Code: 20037-1556

Purpose of Disbursement: Rent

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 12 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC752

Amount of Each Disbursement this Period: 20667.14

[ ] Memo Item

C. Full Name (Last, First, Middle Initial)
Correct The Record

Mailing Address 455 Massachusetts Ave NW
Ste 600

City: Washington | State: DC | Zip Code: 20001-2774

Purpose of Disbursement: Inkind contribution of equipment and hardware

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 31 / 2016

FEC Identification Number: C C00578997

Transaction ID : VR0E2K5TW

Amount of Each Disbursement this Period: 65763.22

* In-Kind Received

[ ] Memo Item

SUBTOTAL of Disbursements This Page (optional) ▶ 86959.11

TOTAL This Period (last page this line number only) ▶

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)
[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial): VOYA
Mailing Address: PO Box 990063
City: Hartford | State: CT | Zip Code: 06199-0063
Purpose of Disbursement: Retirement Contribution
Candidate Name:
Category/Type:
Office Sought: [ ] House [ ] Senate [ ] President
State: District:
Disbursement For: [ ] Primary [ ] General [ ] Other (specify)
Date of Disbursement: 12 / 20 / 2016
FEC Identification Number: C
Transaction ID : VQZETAC757
Amount of Each Disbursement this Period: 55.93
[ ] Memo Item

B. Full Name (Last, First, Middle Initial): Dow Jones
Mailing Address: 1155 Avenue Of The Americas
City: New York | State: NY | Zip Code: 10036-2717
Purpose of Disbursement: Subscription
Candidate Name:
Category/Type:
Office Sought: [ ] House [ ] Senate [ ] President
State: District:
Disbursement For: [ ] Primary [ ] General [ ] Other (specify)
Date of Disbursement: 12 / 12 / 2016
FEC Identification Number: C
Transaction ID : VQZETAC74C
Amount of Each Disbursement this Period: 580.67
[ ] Memo Item

C. Full Name (Last, First, Middle Initial): First Data Merchant Services
Mailing Address: 5565 Glenridge Connector NE
Ste 2000
City: Atlanta | State: GA | Zip Code: 30342-1651
Purpose of Disbursement: Credit Card Processing Fees
Candidate Name:
Category/Type:
Office Sought: [ ] House [ ] Senate [ ] President
State: District:
Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)
Date of Disbursement: 12 / 05 / 2016
FEC Identification Number: C
Transaction ID : VQZETAC74I
Amount of Each Disbursement this Period: 57.21
[ ] Memo Item

SUBTOTAL of Disbursements This Page (optional) 693.81

TOTAL This Period (last page this line number only) ....

Image# 201706159056533023

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Colleran, Brian, W, ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement
Reimbursement - See Below if Itemized

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: 2016
[ ] Primary [x] General
[ ] Other (specify)

Date of Disbursement: 12 / 21 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC712

Amount of Each Disbursement this Period: 50.00

[ ] Memo Item

B. Full Name (Last, First, Middle Initial)
Van Putten, Kristin, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement
Reimbursement - See Below if Itemized

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: 2016
[ ] Primary [x] General
[ ] Other (specify)

Date of Disbursement: 11 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC730

Amount of Each Disbursement this Period: 12.35

[ ] Memo Item

C. Full Name (Last, First, Middle Initial)
Safeway

Mailing Address 490 L St NW

City: Washington | State: DC | Zip Code: 20001-2545

Purpose of Disbursement
Meals

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: 2016
[ ] Primary [x] General
[ ] Other (specify)

Date of Disbursement: 11 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC73

Amount of Each Disbursement this Period: 12.35

*

[x] Memo Item

SUBTOTAL of Disbursements This Page (optional) 62.35

TOTAL This Period (last page this line number only) ....

Image# 201706159056533024

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Amalgamated Bank

Mailing Address 275 7th Ave

City	State	Zip Code
New York	NY	10001-8800

Purpose of Disbursement
Bank Fee

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 01 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC74(

Amount of Each Disbursement this Period: 1.00

[ ] Memo Item

B. Full Name (Last, First, Middle Initial)
Capitol Operations, LLC

Mailing Address 421 M St NW

City	State	Zip Code
Washington	DC	20001-4607

Purpose of Disbursement
Compliance Services

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 12 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC74E

Amount of Each Disbursement this Period: 2000.00

[ ] Memo Item

C. Full Name (Last, First, Middle Initial)
VOYA

Mailing Address PO Box 990063

City	State	Zip Code
Hartford	CT	06199-0063

Purpose of Disbursement
Retirement Contribution

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 08 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC75I

Amount of Each Disbursement this Period: 8618.85

[ ] Memo Item

SUBTOTAL of Disbursements This Page (optional) 10619.85

TOTAL This Period (last page this line number only) ....

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Payroll Data Processing

Mailing Address 4224 Henderson Blvd

City: Tampa | State: FL | Zip Code: 33629-5611

Purpose of Disbursement: Payroll

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC75(

Amount of Each Disbursement this Period: 162006.58

[ ] Memo Item

B. Full Name (Last, First, Middle Initial)
Wilburn, Thomas, A., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7K(

Amount of Each Disbursement this Period: 1429.58 *

[x] Memo Item

C. Full Name (Last, First, Middle Initial)
Le, Dawn, A., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7J

Amount of Each Disbursement this Period: 2908.80 *

[x] Memo Item

SUBTOTAL of Disbursements This Page (optional) 162006.58

TOTAL This Period (last page this line number only) ....

SCHEDULE B (FEC Form 3X) ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b	[ ] 22	[ ] 23	[ ] 26	[ ] 27
[ ] 28a	[ ] 28b	[ ] 28c	[ ] 29	[ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial): Mulvey, Estefania, , ,

Mailing Address: 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7JI

Amount of Each Disbursement this Period: 1155.39

[x] Memo Item

B. Full Name (Last, First, Middle Initial): Bainum, Bradford, , ,

Mailing Address: 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7HI

Amount of Each Disbursement this Period: 1221.14

[x] Memo Item

C. Full Name (Last, First, Middle Initial): Brown, Emma, N, ,

Mailing Address: 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7H

Amount of Each Disbursement this Period: 1480.29

[x] Memo Item

SUBTOTAL of Disbursements This Page (optional) ▶ 0.00

TOTAL This Period (last page this line number only) ▶

Image# 201706159056533027

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b	[ ] 22	[ ] 23	[ ] 26	[ ] 27
[ ] 28a	[ ] 28b	[ ] 28c	[ ] 29	[ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Vale, Edward, P., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement
Salary

Candidate Name

Category/ Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify) ▼

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7J

Amount of Each Disbursement this Period: 5437.29

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Freedberg, Sydney, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement
Salary

Candidate Name

Category/ Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7J3

Amount of Each Disbursement this Period: 4820.26

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Parks, Rebecca, R., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement
Salary

Candidate Name

Category/ Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify) ▼

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7JI

Amount of Each Disbursement this Period: 2683.75

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) ▶ 0.00

TOTAL This Period (last page this line number only) ▶

Image# 201706159056533028

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Shelton, Daniel, J., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7JF

Amount of Each Disbursement this Period: 1505.88

[x] Memo Item

B. Full Name (Last, First, Middle Initial)
Davis, Chelsea, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7HY

Amount of Each Disbursement this Period: 1071.65

[x] Memo Item

C. Full Name (Last, First, Middle Initial)
Irvine, Edrie, E., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7J

Amount of Each Disbursement this Period: 1782.58

[x] Memo Item

SUBTOTAL of Disbursements This Page (optional) ▶ 0.00

TOTAL This Period (last page this line number only) ▶

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b	[ ] 22	[ ] 23	[ ] 26	[ ] 27
[ ] 28a	[ ] 28b	[ ] 28c	[ ] 29	[ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Meads, Edward, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7J(

Amount of Each Disbursement this Period: 1094.26

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Bailey, Ernest, , , IV

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7HI

Amount of Each Disbursement this Period: 1329.69

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Brock, David, , ,

Mailing Address 455 Massachusetts Ave NW

City: Washington | State: DC | Zip Code: 20001-2621

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7H

Amount of Each Disbursement this Period: 4907.53

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) 0.00

TOTAL This Period (last page this line number only) ....

Image# 201706159056533030

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Taggart, Kelsie, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement
Salary

Candidate Name

Category/ Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7J1

Amount of Each Disbursement this Period: 1345.43

[x] Memo Item

B. Full Name (Last, First, Middle Initial)
Wieck, Tania, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement
Salary

Candidate Name

Category/ Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7JZ

Amount of Each Disbursement this Period: 2774.08

[x] Memo Item

C. Full Name (Last, First, Middle Initial)
Finken, Bryan, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement
Salary

Candidate Name

Category/ Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7J;

Amount of Each Disbursement this Period: 1375.63

[x] Memo Item

SUBTOTAL of Disbursements This Page (optional) ▶ 0.00

TOTAL This Period (last page this line number only) ▶

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Pangelinan, Felix, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7J(

Amount of Each Disbursement this Period: 1260.80

[x] Memo Item

B. Full Name (Last, First, Middle Initial)
Schweber-Koren, Raphael, D., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7JN

Amount of Each Disbursement this Period: 1838.48

[x] Memo Item

C. Full Name (Last, First, Middle Initial)
D'Amico, Steven, J., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7H

Amount of Each Disbursement this Period: 3956.42

[x] Memo Item

SUBTOTAL of Disbursements This Page (optional) 0.00

TOTAL This Period (last page this line number only) ....

Image# 201706159056533032

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Hunt, Jordan, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington
State: DC
Zip Code: 20001-2779

Purpose of Disbursement
Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7J6

Amount of Each Disbursement this Period: 1178.51

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
McAlister, Kevin, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington
State: DC
Zip Code: 20001-2779

Purpose of Disbursement
Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7JE

Amount of Each Disbursement this Period: 2257.74

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Abbas, Daniel, R., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington
State: DC
Zip Code: 20001-2779

Purpose of Disbursement
Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7H

Amount of Each Disbursement this Period: 1548.87

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional)........ 0.00

TOTAL This Period (last page this line number only)........

Image# 201706159056533033

SCHEDULE B (FEC Form 3X) ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Blake, Isaac, T., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7HI

Amount of Each Disbursement this Period: 2798.07

[x] Memo Item

B. Full Name (Last, First, Middle Initial)
Smith, Chad, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7JS

Amount of Each Disbursement this Period: 1200.59

[x] Memo Item

C. Full Name (Last, First, Middle Initial)
Weintraub, Sari, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7J'

Amount of Each Disbursement this Period: 1402.48

[x] Memo Item

SUBTOTAL of Disbursements This Page (optional)........ 0.00

TOTAL This Period (last page this line number only)........

Image# 201706159056533034

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Evans, Tyler, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7J1

Amount of Each Disbursement this Period: 2349.08

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Ormsby, Daniel, S., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7JF

Amount of Each Disbursement this Period: 2439.00

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Schoell, William, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7JI

Amount of Each Disbursement this Period: 1695.91

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) 0.00

TOTAL This Period (last page this line number only) ....

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Colleran, Brian, W, ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington
State: DC
Zip Code: 20001-2779

Purpose of Disbursement
Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7H

Amount of Each Disbursement this Period: 1473.91

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Zubatkin, Todd, L, ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington
State: DC
Zip Code: 20001-2779

Purpose of Disbursement
Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7K2

Amount of Each Disbursement this Period: 1522.02

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Howe, Elizabeth, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington
State: DC
Zip Code: 20001-2779

Purpose of Disbursement
Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7J!

Amount of Each Disbursement this Period: 1441.37

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) ▶ 0.00

TOTAL This Period (last page this line number only) ▶

Image# 201706159056533036

SCHEDULE B (FEC Form 3X) ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Mackler, Jessica, E., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7J/

Amount of Each Disbursement this Period: 7140.02

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Beckerman, Emma, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7H(

Amount of Each Disbursement this Period: 1104.19

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Van Putten, Kristin, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7J.

Amount of Each Disbursement this Period: 1091.38

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional): 0.00

TOTAL This Period (last page this line number only):

Image# 201706159056533037

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Dzieciolowski, Matthew, J, ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify) ▼

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7J0

Amount of Each Disbursement this Period: 1817.92

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Schiller, Daniel, T., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7JK

Amount of Each Disbursement this Period: 1437.21

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Smith, Angela, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify) ▼

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7JI

Amount of Each Disbursement this Period: 1153.67

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) ▶ 0.00

TOTAL This Period (last page this line number only) ▶

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Payroll Data Processing

Mailing Address 4224 Henderson Blvd

City: Tampa | State: FL | Zip Code: 33629-5611

Purpose of Disbursement: Payroll Taxes

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC75S

Amount of Each Disbursement this Period: 64360.23

[x] Memo Item

B. Full Name (Last, First, Middle Initial)
Casey, Kathleen, A, ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7HV

Amount of Each Disbursement this Period: 1284.42

[x] Memo Item

C. Full Name (Last, First, Middle Initial)
Yankah, Kobina, N., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7K

Amount of Each Disbursement this Period: 1568.94

[x] Memo Item

SUBTOTAL of Disbursements This Page (optional): 0.00

TOTAL This Period (last page this line number only):

Image# 201706159056533039

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Livingston, Mitchell, J., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7J9

Amount of Each Disbursement this Period: 1198.48

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Nowak, Amy, S., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7JE

Amount of Each Disbursement this Period: 2261.80

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Baker, Andrew, C., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7H

Amount of Each Disbursement this Period: 1433.93

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional): 0.00

TOTAL This Period (last page this line number only):

Image# 201706159056533040

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Van Leeuwen, Christopher, A., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City	State	Zip Code
Washington	DC	20001-2779

Purpose of Disbursement
Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7JV

Amount of Each Disbursement this Period: 1291.18

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Gallant, Joseph, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City	State	Zip Code
Washington	DC	20001-2779

Purpose of Disbursement
Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7J4

Amount of Each Disbursement this Period: 1416.96

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Resnick, Caroline, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City	State	Zip Code
Washington	DC	20001-2779

Purpose of Disbursement
Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7J.

Amount of Each Disbursement this Period: 1662.97

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) 0.00

TOTAL This Period (last page this line number only) ....

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Shoup, Anne, M., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7J(

Amount of Each Disbursement this Period: 2421.90

[x] Memo Item

B. Full Name (Last, First, Middle Initial)
Payroll Data Processing

Mailing Address 4224 Henderson Blvd

City: Tampa | State: FL | Zip Code: 33629-5611

Purpose of Disbursement: Payroll Fees

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC75F

Amount of Each Disbursement this Period: 239.55

[x] Memo Item

C. Full Name (Last, First, Middle Initial)
Dennis, Patrick, J., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 14 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7H

Amount of Each Disbursement this Period: 2435.35

[x] Memo Item

SUBTOTAL of Disbursements This Page (optional) 0.00

TOTAL This Period (last page this line number only) ....

Image# 201706159056533042

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
The Container Store

Mailing Address 500 Freeport Pkwy

City: Coppell | State: TX | Zip Code: 75019-7420

Purpose of Disbursement: Collections

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 02 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC73I

Amount of Each Disbursement this Period: 119.18

*

[x] Memo Item

B. Full Name (Last, First, Middle Initial)
Media Matters For America

Mailing Address 455 Massachusetts Ave NW
Ste 600

City: Washington | State: DC | Zip Code: 20001-2774

Purpose of Disbursement: Rent

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 12 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC74S

Amount of Each Disbursement this Period: 7318.50

[ ] Memo Item

C. Full Name (Last, First, Middle Initial)
Shoup, Anne, M., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Mileage Reimbursement

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC71

Amount of Each Disbursement this Period: 43.12

[ ] Memo Item

SUBTOTAL of Disbursements This Page (optional): 7361.62

TOTAL This Period (last page this line number only):

Image# 201706159056533043

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Perkins Coie, LLP

Mailing Address 700 13th St NW
Ste 600

City: Washington | State: DC | Zip Code: 20005-5998

Purpose of Disbursement: Legal Services

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 12 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC74X

Amount of Each Disbursement this Period: 17038.19

[ ] Memo Item

B. Full Name (Last, First, Middle Initial)
Bringman, Seth, , ,

Mailing Address 1143 Harrison Ave

City: Columbus | State: OH | Zip Code: 43201-3375

Purpose of Disbursement: Research Consulting

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 12 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC751

Amount of Each Disbursement this Period: 1250.00

[ ] Memo Item

C. Full Name (Last, First, Middle Initial)
Irvine, Edrie, E., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Reimbursement - See Below if Itemized

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: 2016 [ ] Primary [X] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC72

Amount of Each Disbursement this Period: 40.00

[ ] Memo Item

SUBTOTAL of Disbursements This Page (optional) 18328.19

TOTAL This Period (last page this line number only) ....

Image# 201706159056533044

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)
[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
AT&T

Mailing Address 208 S Akard St

City: Dallas | State: TX | Zip Code: 75202-4209

Purpose of Disbursement: Telephone

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC724

Amount of Each Disbursement this Period: 40.00

*

[x] Memo Item

B. Full Name (Last, First, Middle Initial)
Verizon Wireless

Mailing Address PO Box 25505

City: Lehigh Valley | State: PA | Zip Code: 18002-5505

Purpose of Disbursement: Telecommunications

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 12 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC756

Amount of Each Disbursement this Period: 2397.72

[ ] Memo Item

C. Full Name (Last, First, Middle Initial)
Dell, LP

Mailing Address 1 Dell Way

City: Round Rock | State: TX | Zip Code: 78682-7000

Purpose of Disbursement: Office Equipment and Software

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 12 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC74I

Amount of Each Disbursement this Period: 14851.43

[ ] Memo Item

SUBTOTAL of Disbursements This Page (optional) 17249.15

TOTAL This Period (last page this line number only) ....

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
First Data Merchant Services

Mailing Address 5565 Glenridge Connector NE
Ste 2000

City: Atlanta | State: GA | Zip Code: 30342-1651

Purpose of Disbursement: Credit Card Processing Fees

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: 2016 [ ] Primary [X] General [ ] Other (specify)

Date of Disbursement: 12 / 05 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC74M

Amount of Each Disbursement this Period: 16.40

[ ] Memo Item

B. Full Name (Last, First, Middle Initial)
Casey, Kathleen, A, ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Reimbursement - See Below if Itemized

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: 2016 [ ] Primary [X] General [ ] Other (specify)

Date of Disbursement: 12 / 21 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC72F

Amount of Each Disbursement this Period: 37.17

[ ] Memo Item

C. Full Name (Last, First, Middle Initial)
Uber Technologies, Inc.

Mailing Address 1455 Market St
Fl 4

City: San Francisco | State: CA | Zip Code: 94103-1355

Purpose of Disbursement: Travel

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: 2016 [ ] Primary [X] General [ ] Other (specify)

Date of Disbursement: 01 / 21 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC72I

Amount of Each Disbursement this Period: 18.79

*

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) ▶ 53.57

TOTAL This Period (last page this line number only) ▶

Image# 201706159056533046

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Uber Technologies, Inc.

Mailing Address 1455 Market St
Fl 4

City: San Francisco | State: CA | Zip Code: 94103-1355

Purpose of Disbursement: Travel

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 21 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC72(

Amount of Each Disbursement this Period: 18.47

*

[x] Memo Item

B. Full Name (Last, First, Middle Initial)
Blake, Isaac, T., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Reimbursement - See Below if Itemized

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 21 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC73V

Amount of Each Disbursement this Period: 84.09

[ ] Memo Item

C. Full Name (Last, First, Middle Initial)
EZ Pass

Mailing Address PO Box 1234

City: Clifton Forge | State: VA | Zip Code: 24422-0724

Purpose of Disbursement: Travel

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 21 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC73'

Amount of Each Disbursement this Period: 20.00

*

[x] Memo Item

SUBTOTAL of Disbursements This Page (optional) ▶ 84.09

TOTAL This Period (last page this line number only) ▶

Image# 201706159056533047

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Amalgamated Bank

Mailing Address 275 7th Ave

City: New York
State: NY
Zip Code: 10001-8800

Purpose of Disbursement: Bank Fee

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 30 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC745

Amount of Each Disbursement this Period: 35.00

[ ] Memo Item

B. Full Name (Last, First, Middle Initial)
Bonner Group

Mailing Address 455 Massachusetts Ave NW
Ste 640

City: Washington
State: DC
Zip Code: 20001-2621

Purpose of Disbursement: Fundraising Consulting

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 12 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC74A

Amount of Each Disbursement this Period: 60000.00

[ ] Memo Item

C. Full Name (Last, First, Middle Initial)
Payroll Data Processing

Mailing Address 4224 Henderson Blvd

City: Tampa
State: FL
Zip Code: 33629-5611

Purpose of Disbursement: Payroll

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC75I

Amount of Each Disbursement this Period: 143779.09

[ ] Memo Item

SUBTOTAL of Disbursements This Page (optional) ▶ 203814.09

TOTAL This Period (last page this line number only) ▶

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Smith, Angela, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/ Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7H:

Amount of Each Disbursement this Period: 1181.76

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Dzieciolowski, Matthew, J, ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/ Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7GI

Amount of Each Disbursement this Period: 1234.91

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Howe, Elizabeth, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/ Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7G

Amount of Each Disbursement this Period: 1330.11

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) 0.00

TOTAL This Period (last page this line number only) ....

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Payroll Data Processing

Mailing Address 4224 Henderson Blvd

City: Tampa | State: FL | Zip Code: 33629-5611

Purpose of Disbursement: Payroll Fees

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC75I

Amount of Each Disbursement this Period: 223.36

[x] Memo Item

B. Full Name (Last, First, Middle Initial)
Schiller, Daniel, T., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7G

Amount of Each Disbursement this Period: 1132.65

[x] Memo Item

C. Full Name (Last, First, Middle Initial)
Baker, Andrew, C., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7G

Amount of Each Disbursement this Period: 1433.92

[x] Memo Item

SUBTOTAL of Disbursements This Page (optional) ▶ 0.00

TOTAL This Period (last page this line number only) ▶

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

- [x] 21b
- [ ] 22
- [ ] 23
- [ ] 26
- [ ] 27
- [ ] 28a
- [ ] 28b
- [ ] 28c
- [ ] 29
- [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Casey, Kathleen, A, ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7G

Amount of Each Disbursement this Period: 1284.42

[x] Memo Item

B. Full Name (Last, First, Middle Initial)
Van Leeuwen, Christopher, A., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7H7

Amount of Each Disbursement this Period: 1545.50

[x] Memo Item

C. Full Name (Last, First, Middle Initial)
Livingston, Mitchell, J., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7G

Amount of Each Disbursement this Period: 1198.48

[x] Memo Item

SUBTOTAL of Disbursements This Page (optional)................ 0.00

TOTAL This Period (last page this line number only)................

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

- [x] 21b
- [ ] 22
- [ ] 23
- [ ] 26
- [ ] 27
- [ ] 28a
- [ ] 28b
- [ ] 28c
- [ ] 29
- [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Nowak, Amy, S., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City	State	Zip Code
Washington	DC	20001-2779

Purpose of Disbursement
Salary

Candidate Name

Category/Type

Office Sought: House / Senate / President
State: District:

Disbursement For: Primary / General / Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7G

Amount of Each Disbursement this Period: 1203.40

[x] Memo Item

B. Full Name (Last, First, Middle Initial)
Shoup, Anne, M., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City	State	Zip Code
Washington	DC	20001-2779

Purpose of Disbursement
Salary

Candidate Name

Category/Type

Office Sought: House / Senate / President
State: District:

Disbursement For: Primary / General / Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7H2

Amount of Each Disbursement this Period: 2421.91

[x] Memo Item

C. Full Name (Last, First, Middle Initial)
Dennis, Patrick, J., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City	State	Zip Code
Washington	DC	20001-2779

Purpose of Disbursement
Salary

Candidate Name

Category/Type

Office Sought: House / Senate / President
State: District:

Disbursement For: Primary / General / Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7G

Amount of Each Disbursement this Period: 2435.34

[x] Memo Item

SUBTOTAL of Disbursements This Page (optional) 0.00

TOTAL This Period (last page this line number only) ....

Image# 201706159056533052

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b	[ ] 22	[ ] 23	[ ] 26	[ ] 27
[ ] 28a	[ ] 28b	[ ] 28c	[ ] 29	[ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Gallant, Joseph, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7GI

Amount of Each Disbursement this Period: 1416.97

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Resnick, Caroline, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7GX

Amount of Each Disbursement this Period: 1339.48

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Bainum, Bradford, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7G

Amount of Each Disbursement this Period: 1221.15

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) 0.00

TOTAL This Period (last page this line number only) ....

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Brown, Emma, N, ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/ Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7G!

Amount of Each Disbursement this Period: 1480.27

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Wilburn, Thomas, A., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/ Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7HE

Amount of Each Disbursement this Period: 1429.59

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Le, Dawn, A., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/ Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7G

Amount of Each Disbursement this Period: 2908.80

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) ▶ 0.00

TOTAL This Period (last page this line number only) ▶

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Mulvey, Estefania, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7GI

Amount of Each Disbursement this Period: 1563.71

[x] Memo Item

B. Full Name (Last, First, Middle Initial)
Shelton, Daniel, J., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7H1

Amount of Each Disbursement this Period: 1160.31

[x] Memo Item

C. Full Name (Last, First, Middle Initial)
Vale, Edward, P., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7H

Amount of Each Disbursement this Period: 5437.29

[x] Memo Item

SUBTOTAL of Disbursements This Page (optional) ▶ 0.00

TOTAL This Period (last page this line number only) ▶

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)
[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Davis, Chelsea, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7G!

Amount of Each Disbursement this Period: 1071.66

[x] Memo Item

B. Full Name (Last, First, Middle Initial)
Freedberg, Sydney, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7GI

Amount of Each Disbursement this Period: 4820.27

[x] Memo Item

C. Full Name (Last, First, Middle Initial)
Brock, David, , ,

Mailing Address 455 Massachusetts Ave NW

City: Washington | State: DC | Zip Code: 20001-2621

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7G

Amount of Each Disbursement this Period: 4907.53

[x] Memo Item

SUBTOTAL of Disbursements This Page (optional) 0.00

TOTAL This Period (last page this line number only) ....

Image# 201706159056533056

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Wieck, Tania, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7H/

Amount of Each Disbursement this Period: 1907.82

[x] Memo Item

B. Full Name (Last, First, Middle Initial)
Zubatkin, Todd, L, ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7HE

Amount of Each Disbursement this Period: 1522.02

[x] Memo Item

C. Full Name (Last, First, Middle Initial)
Meads, Edward, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7G

Amount of Each Disbursement this Period: 1133.68

[x] Memo Item

SUBTOTAL of Disbursements This Page (optional) ▶ 0.00

TOTAL This Period (last page this line number only) ▶

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Parks, Rebecca, R., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City	State	Zip Code
Washington	DC	20001-2779

Purpose of Disbursement
Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7G'

Amount of Each Disbursement this Period: 2683.73

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Bailey, Ernest, , , IV

Mailing Address 455 Massachusetts Ave NW
Ste 650

City	State	Zip Code
Washington	DC	20001-2779

Purpose of Disbursement
Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7FZ

Amount of Each Disbursement this Period: 1329.69

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Schweber-Koren, Raphael, D., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City	State	Zip Code
Washington	DC	20001-2779

Purpose of Disbursement
Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7H

Amount of Each Disbursement this Period: 1838.49

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) 0.00

TOTAL This Period (last page this line number only) ....

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Taggart, Kelsie, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement
Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7H!

Amount of Each Disbursement this Period: 1345.43

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Finken, Bryan, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement
Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7GI

Amount of Each Disbursement this Period: 1375.64

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Irvine, Edrie, E., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement
Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7G

Amount of Each Disbursement this Period: 1782.59

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional): 0.00

TOTAL This Period (last page this line number only):

Image# 201706159056533059

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Blake, Isaac, T., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7G

Amount of Each Disbursement this Period: 2798.08

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
D'Amico, Steven, J., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7G8

Amount of Each Disbursement this Period: 3956.42

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Weintraub, Sari, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7H

Amount of Each Disbursement this Period: 1402.48

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) ▶ 0.00

TOTAL This Period (last page this line number only) ▶

Image# 201706159056533060

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Yankah, Kobina, N., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7HI

Amount of Each Disbursement this Period: 1568.93

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
McAlister, Kevin, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7GI

Amount of Each Disbursement this Period: 2257.76

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Pangelinan, Felix, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name:

Category/Type:

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7G

Amount of Each Disbursement this Period: 1260.79

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) 0.00

TOTAL This Period (last page this line number only) ....

Image# 201706159056533061

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Smith, Chad, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington
State: DC
Zip Code: 20001-2779

Purpose of Disbursement
Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7H4

Amount of Each Disbursement this Period: 1200.59

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Evans, Tyler, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington
State: DC
Zip Code: 20001-2779

Purpose of Disbursement
Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7G0

Amount of Each Disbursement this Period: 2349.07

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Hunt, Jordan, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington
State: DC
Zip Code: 20001-2779

Purpose of Disbursement
Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7G

Amount of Each Disbursement this Period: 4878.05

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) 0.00

TOTAL This Period (last page this line number only) ....

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Payroll Data Processing

Mailing Address 4224 Henderson Blvd

City: Tampa | State: FL | Zip Code: 33629-5611

Purpose of Disbursement: Payroll Taxes

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC75N

Amount of Each Disbursement this Period: 44231.04

[x] Memo Item

B. Full Name (Last, First, Middle Initial)
Abbas, Daniel, R., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7FY

Amount of Each Disbursement this Period: 1521.30

[x] Memo Item

C. Full Name (Last, First, Middle Initial)
Schoell, William, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7G

Amount of Each Disbursement this Period: 1813.10

[x] Memo Item

SUBTOTAL of Disbursements This Page (optional) 0.00

TOTAL This Period (last page this line number only) ....

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Beckerman, Emma, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington
State: DC
Zip Code: 20001-2779

Purpose of Disbursement
Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number
C

Transaction ID : VQZETAC7G:
Amount of Each Disbursement this Period
763.20

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Colleran, Brian, W, ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington
State: DC
Zip Code: 20001-2779

Purpose of Disbursement
Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number
C

Transaction ID : VQZETAC7G7
Amount of Each Disbursement this Period
1473.92

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Van Putten, Kristin, , ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington
State: DC
Zip Code: 20001-2779

Purpose of Disbursement
Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number
C

Transaction ID : VQZETAC7H
Amount of Each Disbursement this Period
776.83

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional)........ 0.00

TOTAL This Period (last page this line number only)........

Image# 201706159056533064

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[X] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Williams, Morgan, E., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement
Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7H(

Amount of Each Disbursement this Period: 1646.65

[X] Memo Item

B. Full Name (Last, First, Middle Initial)
Mackler, Jessica, E., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement
Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7GI

Amount of Each Disbursement this Period: 7140.01

[X] Memo Item

C. Full Name (Last, First, Middle Initial)
Ormsby, Daniel, S., ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement
Salary

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 11 / 29 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC7G

Amount of Each Disbursement this Period: 2438.99

[X] Memo Item

SUBTOTAL of Disbursements This Page (optional) 0.00

TOTAL This Period (last page this line number only) ....

Image# 201706159056533065

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Exxon Mobil

Mailing Address 5959 Las Colinas Blvd

City: Irving | State: TX | Zip Code: 75039-4202

Purpose of Disbursement: Travel

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 02 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC73:

Amount of Each Disbursement this Period: 44.60

*

[x] Memo Item

B. Full Name (Last, First, Middle Initial)
Lexis Nexis

Mailing Address PO Box 7247

City: Philadelphia | State: PA | Zip Code: 19170-0001

Purpose of Disbursement: Subscription

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 12 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC74F

Amount of Each Disbursement this Period: 9314.46

[ ] Memo Item

C. Full Name (Last, First, Middle Initial)
Patriot Shredding

Mailing Address 1425 K St NW

City: Washington | State: DC | Zip Code: 20005-3500

Purpose of Disbursement: Document Service

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 12 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC74'

Amount of Each Disbursement this Period: 50.00

[ ] Memo Item

SUBTOTAL of Disbursements This Page (optional) 9364.46

TOTAL This Period (last page this line number only) ....

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)
[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Dzieciolowski, Matthew, J, ,

Mailing Address 455 Massachusetts Ave NW
Ste 650

City: Washington | State: DC | Zip Code: 20001-2779

Purpose of Disbursement: Reimbursement - See Below if Itemized

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC74(

Amount of Each Disbursement this Period: 44.34

[ ] Memo Item

B. Full Name (Last, First, Middle Initial)
Uber Technologies, Inc.

Mailing Address 1455 Market St
Fl 4

City: San Francisco | State: CA | Zip Code: 94103-1355

Purpose of Disbursement: Travel

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC743

Amount of Each Disbursement this Period: 9.47 *

[x] Memo Item

C. Full Name (Last, First, Middle Initial)
Uber Technologies, Inc.

Mailing Address 1455 Market St
Fl 4

City: San Francisco | State: CA | Zip Code: 94103-1355

Purpose of Disbursement: Travel

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC74:

Amount of Each Disbursement this Period: 8.62 *

[x] Memo Item

SUBTOTAL of Disbursements This Page (optional) 44.34

TOTAL This Period (last page this line number only) ....

Image# 201706159056533067

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)
[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Uber Technologies, Inc.

Mailing Address 1455 Market St
Fl 4

City	State	Zip Code
San Francisco	CA	94103-1355

Purpose of Disbursement
Travel

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For: 2016
[ ] Primary [x] General
[ ] Other (specify)

Date of Disbursement: 12 / 13 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC741

Amount of Each Disbursement this Period: 15.15

*

[x] Memo Item

B. Full Name (Last, First, Middle Initial)
Travelers Insurance

Mailing Address PO Box 660317

City	State	Zip Code
Dallas	TX	75266-0317

Purpose of Disbursement
Insurance

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For:
[ ] Primary [ ] General
[ ] Other (specify)

Date of Disbursement: 12 / 21 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC755

Amount of Each Disbursement this Period: 1112.00

[ ] Memo Item

C. Full Name (Last, First, Middle Initial)
VOYA

Mailing Address PO Box 990063

City	State	Zip Code
Hartford	CT	06199-0063

Purpose of Disbursement
Retirement Contribution

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President
State: District:

Disbursement For:
[ ] Primary [ ] General
[ ] Other (specify)

Date of Disbursement: 12 / 08 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC75

Amount of Each Disbursement this Period: 8396.20

[ ] Memo Item

SUBTOTAL of Disbursements This Page (optional) 9508.20

TOTAL This Period (last page this line number only) ....

Image# 201706159056533068

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

[x] 21b [ ] 22 [ ] 23 [ ] 26 [ ] 27
[ ] 28a [ ] 28b [ ] 28c [ ] 29 [ ] 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Datawatch Systems

Mailing Address 4401 E West Hwy
Ste 500

City: Bethesda | State: MD | Zip Code: 20814-4500

Purpose of Disbursement: Office Security System

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: 12 / 12 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC74E

Amount of Each Disbursement this Period: 52.88

[ ] Memo Item

B. Full Name (Last, First, Middle Initial)
First Data Merchant Services

Mailing Address 5565 Glenridge Connector NE
Ste 2000

City: Atlanta | State: GA | Zip Code: 30342-1651

Purpose of Disbursement: Credit Card Processing Fees

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: 2016 [ ] Primary [x] General [ ] Other (specify)

Date of Disbursement: 12 / 05 / 2016

FEC Identification Number: C

Transaction ID : VQZETAC74K

Amount of Each Disbursement this Period: 7.50

[ ] Memo Item

C. Full Name (Last, First, Middle Initial)

Mailing Address

City | State | Zip Code

Purpose of Disbursement

Candidate Name

Category/Type

Office Sought: [ ] House [ ] Senate [ ] President

State: District:

Disbursement For: [ ] Primary [ ] General [ ] Other (specify)

Date of Disbursement: M M / D D / Y Y Y Y

FEC Identification Number: C

Amount of Each Disbursement this Period

[ ] Memo Item

SUBTOTAL of Disbursements This Page (optional) ▶ 60.38

TOTAL This Period (last page this line number only) ▶ 789584.50

Image# 201706159056533069

SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS

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

FOR LINE NUMBER: (check only one)

21b 22 23 26 27
28a 28b 28c [X] 29 30b

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial)
Correct The Record

Mailing Address 455 Massachusetts Ave NW
Ste 600

City: Washington
State: DC
Zip Code: 20001-2774

Purpose of Disbursement
Disbursement corresponds to an in-kind contribution

Candidate Name
Correct The Record

Category/Type

Office Sought: House / Senate / President
State: District:

Disbursement For: 2016
Primary [X] General
Other (specify)

Date of Disbursement: 12 / 31 / 2016

FEC Identification Number
C C00578997

Transaction ID : VQZETAC9DI

Amount of Each Disbursement this Period
65763.22

*

[X] Memo Item

B. Full Name (Last, First, Middle Initial)

Mailing Address

City / State / Zip Code

Purpose of Disbursement

Candidate Name

Category/Type

Office Sought: House / Senate / President
State: District:

Disbursement For:
Primary General
Other (specify)

Date of Disbursement: M M / D D / Y Y Y Y

FEC Identification Number
C

Amount of Each Disbursement this Period

Memo Item

C. Full Name (Last, First, Middle Initial)

Mailing Address

City / State / Zip Code

Purpose of Disbursement

Candidate Name

Category/Type

Office Sought: House / Senate / President
State: District:

Disbursement For:
Primary General
Other (specify)

Date of Disbursement: M M / D D / Y Y Y Y

FEC Identification Number
C

Amount of Each Disbursement this Period

Memo Item

SUBTOTAL of Disbursements This Page (optional) 0.00

TOTAL This Period (last page this line number only) 0.00

SCHEDULE D (FEC Form 3X)
DEBTS AND OBLIGATIONS
Excluding Loans

(Use separate schedule(s) for each numbered line)

FOR LINE NUMBER: (check only one)
- [ ] 9
- [x] 10

NAME OF COMMITTEE (In Full)
American Bridge 21st Century

A. Full Name (Last, First, Middle Initial) of Debtor or Creditor: MailPOW!

Mailing Address: 779 Shasta St

City	State	Zip Code
Yuba City	CA	95991-4530

Nature of Debt (Purpose): Direct Mail

Transaction ID : VQXGA9H6Y15

Outstanding Balance Beginning This Period: 1645.00

Amount Incurred This Period	Payment This Period	Outstanding Balance at Close of This Period
0.00	0.00	1645.00

B. Full Name (Last, First, Middle Initial) of Debtor or Creditor

Mailing Address

City	State	Zip Code

Nature of Debt (Purpose):

Outstanding Balance Beginning This Period

Amount Incurred This Period	Payment This Period	Outstanding Balance at Close of This Period

C. Full Name (Last, First, Middle Initial) of Debtor or Creditor

Mailing Address

City	State	Zip Code

Nature of Debt (Purpose):

Outstanding Balance Beginning This Period

Amount Incurred This Period	Payment This Period	Outstanding Balance at Close of This Period

1) **SUBTOTALS** This Period This Page (optional) ▶	1645.00
2) **TOTALS** This Period (last page this line number only) ▶	1645.00
3) **TOTAL OUTSTANDING LOANS** from Schedule C (last page only) ▶	0.00
4) **ADD 2)** and **3)** and carry forward to appropriate line of Summary Page (last page only) ▶	1645.00

Exhibit 7

Form **8718** (Rev. January 2010) Department of the Treasury Internal Revenue Service

User Fee for Exempt Organization Determination Letter Request

▶ **Attach this form to determination letter application. (Form 8718 is NOT a determination letter application.)**

For IRS Use Only — OMB No. 1545-1798 — Control number ______ Amount paid ______ User fee screener

1 Name of organization	2 Employer Identification Number
American Bridge 21st Century Foundation	27 5278038

Caution. Do not attach Form 8718 to an application for a pension plan determination letter. Use Form 8717 instead.

3 Type of request — **Fee**

a ☐ Initial request for a determination letter for:
- An exempt organization that has had annual gross receipts averaging not more than $10,000 during the preceding 4 years or
- A new organization that anticipates gross receipts averaging not more than $10,000 during its first 4 years ▶ $400

Note. If you checked box 3a, you must complete the *Certification* below.

Certification

I certify that the annual gross receipts of ______________________ (name of organization)

have averaged (or are expected to average) not more than $10,000 during the preceding 4 (or the first 4) years of operation.

Signature ▶ Title ▶

b ☑ Initial request for a determination letter for:
- An exempt organization that has had annual gross receipts averaging more than $10,000 during the preceding 4 years or
- A new organization that anticipates gross receipts averaging more than $10,000 during its first 4 years . ▶ $850

c ☐ Group exemption letters . . . . . . ▶ $3,000

Instructions

The law requires payment of a user fee with each application for a determination letter. The user fees are listed on line 3 above. For more information, see Rev. Proc. 2009-8; 2009-1 I.R.B. 229, or latest annual update.

Check the box or boxes on line 3 for the type of application you are submitting. If you check box 3a, you must complete and sign the certification statement that appears under line 3a.

Attach to Form 8718 a check or money order payable to the "United States Treasury" for the full amount of the user fee. If you do not include the full amount, your application will be returned. Attach Form 8718 to your determination letter application.

Generally, the user fee will be refunded only if the Internal Revenue Service declines to issue a determination.

Where To File

Send the determination letter application and Form 8718 to:

Internal Revenue Service
P.O. Box 12192
Covington, KY 41012-0192

Who Should File

Organizations applying for federal income tax exemption, other than Form 1023 filers. Organizations submitting Form 1023 should refer to the instructions in that application package.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. If you want your organization to be recognized as tax-exempt by the IRS, you are required to give us this information. We need it to determine whether the organization meets the legal requirements for tax-exempt status.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. The rules governing the confidentiality of Form 8718 are covered in section 6104.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is 5 minutes. If you have comments concerning the accuracy of this time estimate or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:T:SP, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send this form to this address. Instead, see *Where To File* above.

Form **2848** (Rev. March 2012) Department of the Treasury Internal Revenue Service

Power of Attorney and Declaration of Representative

▶ Type or print. ▶ See the separate instructions.

OMB No. 1545-0150

For IRS Use Only
Received by:
Name
Telephone
Function
Date / /

Part I Power of Attorney

Caution: *A separate Form 2848 should be completed for each taxpayer. Form 2848 will not be honored for any purpose other than representation before the IRS.*

1 Taxpayer information. Taxpayer must sign and date this form on page 2, line 7.

Taxpayer name and address
American Bridge 21st Century Foundation
455 Massachusetts Avenue NW
Suite 650
Washington, DC 20001

Taxpayer identification number(s): 27-5278038

Daytime telephone number

Plan number (if applicable)

hereby appoints the following representative(s) as attorney(s)-in-fact:

2 Representative(s) must sign and date this form on page 2, Part II.

Name and address
Ezra W. Reese
700 13th Street NW, Suite 600
Washington, DC 20005

CAF No. 0306-87178R
PTIN P01521393
Telephone No. 202-434-1616
Fax No. 202-654-9109

Check if to be sent notices and communications ☑ Check if new: Address ☐ Telephone No. ☐ Fax No. ☐

Name and address

CAF No.
PTIN
Telephone No.
Fax No.

Check if to be sent notices and communications ☐ Check if new: Address ☐ Telephone No. ☐ Fax No. ☐

Name and address

CAF No.
PTIN
Telephone No.
Fax No.

Check if new: Address ☐ Telephone No. ☐ Fax No. ☐

to represent the taxpayer before the Internal Revenue Service for the following matters:

3 Matters

Description of Matter (Income, Employment, Payroll, Excise, Estate, Gift, Whistleblower, Practitioner Discipline, PLR, FOIA, Civil Penalty, etc.) (see instructions for line 3)	Tax Form Number (1040, 941, 720, etc.) (if applicable)	Year(s) or Period(s) (if applicable) (see instructions for line 3)
Application for Recognition of Exemption under Section 501(a)	1024	N/A
Return of Organization Exempt from Income Tax	990	2011-2015

4 Specific use not recorded on Centralized Authorization File (CAF). If the power of attorney is for a specific use not recorded on CAF, check this box. See the instructions for Line 4. **Specific Uses Not Recorded on CAF** . . . . ▶ ☐

5 Acts authorized. Unless otherwise provided below, the representatives generally are authorized to receive and inspect confidential tax information and to perform any and all acts that I can perform with respect to the tax matters described on line 3, for example, the authority to sign any agreements, consents, or other documents. The representative(s), however, is (are) not authorized to receive or negotiate any amounts paid to the client in connection with this representation (including refunds by either electronic means or paper checks). Additionally, unless the appropriate box(es) below are checked, the representative(s) is (are) not authorized to execute a request for disclosure of tax returns or return information to a third party, substitute another representative or add additional representatives, or sign certain tax returns.

☐ Disclosure to third parties; ☑ Substitute or add representative(s); ☐ Signing a return;

☐ Other acts authorized:

(see instructions for more information)

Exceptions. An unenrolled return preparer cannot sign any document for a taxpayer and may only represent taxpayers in limited situations. An enrolled actuary may only represent taxpayers to the extent provided in section 10.3(d) of Treasury Department Circular No. 230 (Circular 230). An enrolled retirement plan agent may only represent taxpayers to the extent provided in section 10.3(e) of Circular 230. A registered tax return preparer may only represent taxpayers to the extent provided in section 10.3(f) of Circular 230. See the line 5 instructions for restrictions on tax matters partners. In most cases, the student practitioner's (level k) authority is limited (for example, they may only practice under the supervision of another practitioner).

List any specific deletions to the acts otherwise authorized in this power of attorney:

6 **Retention/revocation of prior power(s) of attorney.** The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Internal Revenue Service for the same matters and years or periods covered by this document. If you **do not** want to revoke a prior power of attorney, check here . . . . ▶ ☐

YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT.

7 **Signature of taxpayer.** If a tax matter concerns a year in which a joint return was filed, the husband and wife must each file a separate power of attorney even if the same representative(s) is (are) being appointed. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, or trustee on behalf of the taxpayer, I certify that I have the authority to execute this form on behalf of the taxpayer.

▶ IF NOT SIGNED AND DATED, THIS POWER OF ATTORNEY WILL BE RETURNED TO THE TAXPAYER.

Rodell A Mollineau — Signature | 5/21/13 — Date | President — Title (if applicable)

Rodell Mollineau — Print Name | ☐☐☐☐☐ PIN Number | American Bridge 21st Century Foundation — Print name of taxpayer from line 1 if other than individual

Part II Declaration of Representative

Under penalties of perjury, I declare that:

- I am not currently under suspension or disbarment from practice before the Internal Revenue Service;
- I am aware of regulations contained in Circular 230 (31 CFR, Part 10), as amended, concerning practice before the Internal Revenue Service;
- I am authorized to represent the taxpayer identified in Part I for the matter(s) specified there; and
- I am one of the following:

a Attorney—a member in good standing of the bar of the highest court of the jurisdiction shown below.

b Certified Public Accountant—duly qualified to practice as a certified public accountant in the jurisdiction shown below.

c Enrolled Agent—enrolled as an agent under the requirements of Circular 230.

d Officer—a bona fide officer of the taxpayer's organization.

e Full-Time Employee—a full-time employee of the taxpayer.

f Family Member—a member of the taxpayer's immediate family (for example, spouse, parent, child, grandparent, grandchild, step-parent, step-child, brother, or sister).

g Enrolled Actuary—enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the Internal Revenue Service is limited by section 10.3(d) of Circular 230).

h Unenrolled Return Preparer—Your authority to practice before the Internal Revenue Service is limited. You must have been eligible to sign the return under examination and have signed the return. **See Notice 2011-6 and Special rules for registered tax return preparers and unenrolled return preparers in the instructions.**

i Registered Tax Return Preparer—registered as a tax return preparer under the requirements of section 10.4 of Circular 230. Your authority to practice before the Internal Revenue Service is limited. You must have been eligible to sign the return under examination and have signed the return. **See Notice 2011-6 and Special rules for registered tax return preparers and unenrolled return preparers in the instructions.**

k Student Attorney or CPA—receives permission to practice before the IRS by virtue of his/her status as a law, business, or accounting student working in LITC or STCP under section 10.7(d) of Circular 230. See instructions for Part II for additional information and requirements.

r Enrolled Retirement Plan Agent—enrolled as a retirement plan agent under the requirements of Circular 230 (the authority to practice before the Internal Revenue Service is limited by section 10.3(e)).

▶ IF THIS DECLARATION OF REPRESENTATIVE IS NOT SIGNED AND DATED, THE POWER OF ATTORNEY WILL BE RETURNED. REPRESENTATIVES MUST SIGN IN THE ORDER LISTED IN LINE 2 ABOVE. See the instructions for Part II.

Note: For designations d-f, enter your title, position, or relationship to the taxpayer in the "Licensing jurisdiction" column. See the instructions for Part II for more information.

Designation—Insert above letter **(a–r)**	Licensing jurisdiction (state) or other licensing authority (if applicable)	Bar, license, certification, registration, or enrollment number (if applicable). See instructions for Part II for more information.	Signature	Date
A	DC	487760	[signature]	5/

Form **1024** (Rev. September 1998) Department of the Treasury Internal Revenue Service

Application for Recognition of Exemption Under Section 501(a)

OMB No. 1545-0057

If exempt status is approved, this application will be open for public inspection.

Read the instructions for each Part carefully. **A User Fee must be attached to this application.** If the required information and appropriate documents are not submitted along with Form 8718 (with payment of the appropriate user fee), the application may be returned to the organization.
Complete the Procedural Checklist on page 6 of the instructions.

Part I. Identification of Applicant (Must be completed by all applicants; also complete appropriate schedule.) Submit only the schedule that applies to your organization. Do not submit blank schedules.

Check the appropriate box below to indicate the section under which the organization is applying:

- a ☐ Section 501(c)(2)—Title holding corporations (Schedule A, page 7)
- b ☑ Section 501(c)(4)—Civic leagues, social welfare organizations (including certain war veterans' organizations), or local associations of employees (Schedule B, page 8)
- c ☐ Section 501(c)(5)—Labor, agricultural, or horticultural organizations (Schedule C, page 9)
- d ☐ Section 501(c)(6)—Business leagues, chambers of commerce, etc. (Schedule C, page 9)
- e ☐ Section 501(c)(7)—Social clubs (Schedule D, page 11)
- f ☐ Section 501(c)(8)—Fraternal beneficiary societies, etc., providing life, sick, accident, or other benefits to members (Schedule E, page 13)
- g ☐ Section 501(c)(9)—Voluntary employees' beneficiary associations (Parts I through IV and Schedule F, page 14)
- h ☐ Section 501(c)(10)—Domestic fraternal societies, orders, etc., not providing life, sick, accident, or other benefits (Schedule E, page 13)
- i ☐ Section 501(c)(12)—Benevolent life insurance associations, mutual ditch or irrigation companies, mutual or cooperative telephone companies, or like organizations (Schedule G, page 15)
- j ☐ Section 501(c)(13)—Cemeteries, crematoria, and like corporations (Schedule H, page 16)
- k ☐ Section 501(c)(15)—Mutual insurance companies or associations, other than life or marine (Schedule I, page 17)
- l ☐ Section 501(c)(17)—Trusts providing for the payment of supplemental unemployment compensation benefits (Parts I through IV and Schedule J, page 18)
- m ☐ Section 501(c)(19)—A post, organization, auxiliary unit, etc., of past or present members of the Armed Forces of the United States (Schedule K, page 19)
- n ☐ Section 501(c)(25)—Title holding corporations or trusts (Schedule A, page 7)

1a Full name of organization (as shown in organizing document)
American Bridge 21st Century Foundation

2 Employer identification number (EIN) (if none, see **Specific Instructions** on page 2)
27 : 5278038

1b c/o Name (if applicable)

3 Name and telephone number of person to be contacted if additional information is needed
Ezra W. Reese
(202) 654-6200

1c Address (number and street)
455 Massachusetts Avenue NW
Room/Suite 650

1d City, town or post office, state, and ZIP + 4 If you have a foreign address, see **Specific Instructions** for Part I, page 2.
Washington, DC 20001

1e Web site address
www.bridgeproject.com

4 Month the annual accounting period ends
June

5 Date incorporated or formed
3/2/2011

6 Did the organization previously apply for recognition of exemption under this Code section or under any other section of the Code? ☐ Yes ☑ No
If "Yes," attach an explanation.

7 Has the organization filed Federal income tax returns or exempt organization information returns? . . . . ☑ Yes ☐ No
If "Yes," state the form numbers, years filed, and Internal Revenue office where filed.

8 Check the box for the type of organization. ATTACH A CONFORMED COPY OF THE CORRESPONDING ORGANIZING DOCUMENTS TO THE APPLICATION BEFORE MAILING.

- a ☑ Corporation— Attach a copy of the Articles of Incorporation (including amendments and restatements) showing approval by the appropriate state official; also attach a copy of the bylaws.
- b ☐ Trust— Attach a copy of the Trust Indenture or Agreement, including all appropriate signatures and dates.
- c ☐ Association— Attach a copy of the Articles of Association, Constitution, or other creating document, with a declaration (see instructions) or other evidence that the organization was formed by adoption of the document by more than one person. Also include a copy of the bylaws.

If this is a corporation or an unincorporated association that has not yet adopted bylaws, check here . . . . . ▶ ☐

I declare under the penalties of perjury that I am authorized to sign this application on behalf of the above organization, and that I have examined this application, including the accompanying schedules and attachments, and to the best of my knowledge it is true, correct, and complete.

PLEASE SIGN HERE ▶ Kodell A. Mill (Signature) President (Type or print name and title or authority of signer) 5/21/13 (Date)

For Paperwork Reduction Act Notice, see page 5 of the instructions. Cat. No. 12343K

Part II. Activities and Operational Information (Must be completed by all applicants)

1 Provide a detailed narrative description of all the activities of the organization—past, present, and planned. Do not merely refer to or repeat the language in the organizational document. List each activity separately in the order of importance based on the relative time and other resources devoted to the activity. Indicate the percentage of time for each activity. Each description should include, as a minimum, the following: **(a)** a detailed description of the activity including its purpose and how each activity furthers your exempt purpose; **(b)** when the activity was or will be initiated; and **(c)** where and by whom the activity will be conducted.

SEE ATTACHED.

2 List the organization's present and future sources of financial support, beginning with the largest source first.

The Foundation is primarily funded by contributions from individuals and tax-exempt organizations.

Part II. Activities and Operational Information (continued)

3 Give the following information about the organization's governing body:

a Names, addresses, and titles of officers, directors, trustees, etc.	b Annual compensation
Rodell Mollineau, President **455 Massachusetts Avenue NW, Suite 650, Washington, DC 20001**	**$96,000**
David Brock, Chairman of the Board, Director **455 Massachusetts Avenue NW, Suite 650, Washington, DC 20001**	**$80,000**
David Bennahum, Treasurer, Director **111-10 76 Road, Apartment 6A, Forest Hills, NY 11375**	**$0**
Ted Trimpa, Director **800 18th Street, Suite 310, Denver, CO 80202**	**$0**

4 If the organization is the outgrowth or continuation of any form of predecessor, state the name of each predecessor, the period during which it was in existence, and the reasons for its termination. Submit copies of all papers by which any transfer of assets was effected.

N/A

5 If the applicant organization is now, or plans to be, connected in any way with any other organization, describe the other organization and explain the relationship (e.g., financial support on a continuing basis; shared facilities or employees; same officers, directors, or trustees).

The Foundation shares some resources, facilities, and employees with American Bridge 21st Century, a section 527 organization registered with, and reporting to, the Federal Election Commission. The two entities have entered into a cost-sharing agreement to allocate shared overhead costs so that neither entity is financially supporting the activities of the other. The two organizations share one overlapping director, David Brock, and they have overlapping officers.

6 If the organization has capital stock issued and outstanding, state: **(1)** class or classes of the stock; **(2)** number and par value of the shares; **(3)** consideration for which they were issued; and **(4)** if any dividends have been paid or whether your organization's creating instrument authorizes dividend payments on any class of capital stock.

N/A

7 State the qualifications necessary for membership in the organization; the classes of membership (with the number of members in each class); and the voting rights and privileges received. If any group or class of persons is required to join, describe the requirement and explain the relationship between those members and members who join voluntarily. Submit copies of any membership solicitation material. Attach sample copies of all types of membership certificates issued.

The members consist of the members of the board of directors. In the future, the Foundation may expand membership to include other individuals interested in the mission of the Foundation.

8 Explain how your organization's assets will be distributed on dissolution.

Article 6(b) of the Articles of Incorporation states that "[u]pon the winding up and dissolution of this corporation, after paying or adequately providing for the debts and obligations of the organizations, the remaining assets shall be distributed to or for the use of a tax-exempt entity consistent with the mission and goals of the corporation."

Part II. Activities and Operational Information (continued)

9 Has the organization made or does it plan to make any distribution of its property or surplus funds to shareholders or members? . . . . ☐ **Yes** ☑ **No**

If "Yes," state the full details, including: **(1)** amounts or value; **(2)** source of funds or property distributed or to be distributed; and **(3)** basis of, and authority for, distribution or planned distribution.

10 Does, or will, any part of your organization's receipts represent payments for services performed or to be performed? . ☐ **Yes** ☑ **No**

If "Yes," state in detail the amount received and the character of the services performed or to be performed.

11 Has the organization made, or does it plan to make, any payments to members or shareholders for services performed or to be performed? . . . . ☐ **Yes** ☑ **No**

If "Yes," state in detail the amount paid, the character of the services, and to whom the payments have been, or will be, made.

12 Does the organization have any arrangement to provide insurance for members, their dependents, or others (including provisions for the payment of sick or death benefits, pensions, or annuities)? . . . . ☐ **Yes** ☑ **No**

If "Yes," describe and explain the arrangement's eligibility rules and attach a sample copy of each plan document and each type of policy issued.

13 Is the organization under the supervisory jurisdiction of any public regulatory body, such as a social welfare agency, etc.? . . . . ☐ **Yes** ☑ **No**

If "Yes," submit copies of all administrative opinions or court decisions regarding this supervision, as well as copies of applications or requests for the opinions or decisions.

14 Does the organization now lease or does it plan to lease any property? . . . . ☑ **Yes** ☐ **No**

If "Yes," explain in detail. Include the amount of rent, a description of the property, and any relationship between the applicant organization and the other party. Also, attach a copy of any rental or lease agreement. (If the organization is a party, as a lessor, to multiple leases of rental real property under similar lease agreements, please attach a single representative copy of the leases.)

SEE ATTACHED.

15 Has the organization spent or does it plan to spend any money attempting to influence the selection, nomination, election, or appointment of any person to any Federal, state, or local public office or to an office in a political organization? . . ☑ **Yes** ☐ **No**

If "Yes," explain in detail and list the amounts spent or to be spent in each case.

SEE ATTACHED.

16 Does the organization publish pamphlets, brochures, newsletters, journals, or similar printed material? . . . . . . ☐ **Yes** ☑ **No**

If "Yes," attach a recent copy of each.

Part III. Financial Data (Must be completed by all applicants)

Complete the financial statements for the current year and for each of the 3 years immediately before it. If in existence less than 4 years, complete the statements for each year in existence. ***If in existence less than 1 year, also provide proposed budgets for the 2 years following the current year.***

A. Statement of Revenue and Expenses

		(a) Current Tax Year	3 Prior Tax Years or Proposed Budget for Next 2 Years			
	Revenue	From 7/12 To 4/13	(b) FY 2012	(c) FY 2011	(d)	(e) Total
1	Gross dues and assessments of members					
2	Gross contributions, gifts, etc.	1,570,000	2,576,800	891,000		5,037,800
3	Gross amounts derived from activities related to the organization's exempt purpose (attach schedule) (Include related cost of sales on line 9.)					
4	Gross amounts from unrelated business activities (attach schedule)					
5	Gain from sale of assets, excluding inventory items (attach schedule)					
6	Investment income (see page 3 of the instructions)					
7	Other revenue (attach schedule)	98,063				98063
8	Total revenue (add lines 1 through 7)	1,665,063	2,576,800	891,000.00		
	Expenses					
9	Expenses attributable to activities related to the organization's exempt purposes	918,896	845,893	293,084		2,804,040
10	Expenses attributable to unrelated business activities					
11	Contributions, gifts, grants, and similar amounts paid (attach schedule)	275,000	473,250	38,000		786,250
12	Disbursements to or for the benefit of members (attach schedule)					
13	Compensation of officers, directors, and trustees (attach schedule)	254,351	235,012	13,500		502,863
14	Other salaries and wages	555,308	282,545	11,270		849,123
15	Interest					
16	Occupancy	105,508	65,434			170,942
17	Depreciation and depletion					
18	Other expenses (attach schedule)					
19	Total expenses (add lines 9 through 18)	2,109,063	1,902,135	355,855		4,367,053
20	Excess of revenue over expenses (line 8 minus line 19)	(444,001)	674,665	535,145		765,809

B. Balance Sheet (at the end of the period shown)

	Assets		Current Tax Year as of 4/30
1	Cash	1	453,790
2	Accounts receivable, net	2	
3	Inventories	3	
4	Bonds and notes receivable (attach schedule)	4	
5	Corporate stocks (attach schedule)	5	
6	Mortgage loans (attach schedule)	6	
7	Other investments (attach schedule)	7	
8	Depreciable and depletable assets (attach schedule)	8	296,153
9	Land	9	
10	Other assets (attach schedule)	10	129,891
11	**Total assets**	11	879,833
	Liabilities		
12	Accounts payable	12	80,917
13	Contributions, gifts, grants, etc., payable	13	
14	Mortgages and notes payable (attach schedule)	14	
15	Other liabilities (attach schedule)	15	433,108
16	**Total liabilities**	16	514,025
	Fund Balances or Net Assets		
17	Total fund balances or net assets	17	365,809
18	**Total liabilities and fund balances or net assets** (add line 16 and line 17)	18	879,834

If there has been any substantial change in any aspect of the organization's financial activities since the end of the period shown above, check the box and attach a detailed explanation. ▶ ☐

Schedule B Organizations Described in Section 501(c)(4) (Civic leagues, social welfare organizations (including posts, councils, etc., of veterans' organizations not qualifying or applying for exemption under section 501(c)(19)) or local associations of employees.)

1 Has the Internal Revenue Service previously issued a ruling or determination letter recognizing the applicant organization (or any predecessor organization listed in question 4, Part II of the application) to be exempt under section 501(c)(3) and later revoked that recognition of exemption on the basis that the applicant organization (or its predecessor) was carrying on propaganda or otherwise attempting to influence legislation or on the basis that it engaged in political activity? . . ☐ Yes ☑ No

If "Yes," indicate the earliest tax year for which recognition of exemption under section 501(c)(3) was revoked and the IRS district office that issued the revocation.

N/A

2 Does the organization perform or plan to perform (for members, shareholders, or others) services, such as maintaining the common areas of a condominium; buying food or other items on a cooperative basis; or providing recreational facilities or transportation services, job placement, or other similar undertakings? . . . . ☐ Yes ☑ No

If "Yes," explain the activities in detail, including income realized and expenses incurred. Also, explain in detail the nature of the benefits to the general public from these activities. (If the answer to this question is explained in Part II of the application (pages 2, 3, and 4), enter the page and item number here.)

N/A

3 If the organization is claiming exemption as a homeowners' association, is access to any property or facilities it owns or maintains restricted in any way? . . . . ☐ Yes ☑ No

If "Yes," explain.

N/A

4 If the organization is claiming exemption as a local association of employees, state the name and address of each employer whose employees are eligible for membership in the association. If employees of more than one plant or office of the same employer are eligible for membership, give the address of each plant or office.

N/A

File #: N0000000430

GOVERNMENT OF THE DISTRICT OF COLUMBIA

DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
CORPORATIONS DIVISION

CERTIFICATE

THIS IS TO CERTIFY that all applicable provisions of the District of Columbia NonProfit Corporation Act have been complied with and accordingly, this ***CERTIFICATE OF INCORPORATION*** is hereby issued to:

AMERICAN BRIDGE 21ST CENTURY FOUNDATION

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of **03/02/2011 10:34:38**

DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS • DISTRICT OF COLUMBIA • CORPORATION DIVISION

Business and Professional Licensing Administration

Patricia E. Grays

PATRICIA E. GRAYS
Superintendent of Corporations
Corporations Division

Vincent C. Gray
Mayor

Tracking #: XICEO42YZV

ARTICLES OF INCORPORATION

OF

AMERICAN BRIDGE 21ST CENTURY FOUNDATION

We, the undersigned natural persons of the age of eighteen years or more, acting as Incorporators of a corporation under the Non-Profit Corporation Act (D.C. Code, Title 29, Chapter 3 as amended), adopt the following Articles of Incorporation:

ARTICLE 1. NAME

The name of this corporation is American Bridge 21st Century Foundation.

ARTICLE 2. DURATION

The period of duration for this corporation shall be perpetual or until such time as the Board of Directors shall adopt a resolution recommending that the corporation be dissolved pursuant to the Non-Profit Corporation Act.

ARTICLE 3. PURPOSES

Section (a):

This corporation is organized exclusively as a social welfare organization within the meaning of section 501(c)(4) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States internal revenue law).

This corporation is organized primarily for the following purposes:

a) To advocate and research progressive solutions to America's public policy concerns, and to educate the American people and nation's leaders on progressive ideas; *and*

b) For all other purposes permitted under section 501(c)(4) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States internal revenue law) and the District of Columbia Nonprofit Corporation Act.

RECEIVED
MAR 2 - 2011

Section (b):

This corporation shall use its funds only to accomplish the purposes stated in these Articles of Incorporation. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its directors, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth hereof.

ARTICLE 4. MEMBERS

This corporation shall have no members.

ARTICLE 5. ELECTION OR APPOINTMENT OF DIRECTORS

Directors shall be elected or appointed in the manner prescribed by the By-Laws of the corporation.

ARTICLE 6. REGULATION OF INTERNAL AFFAIRS; DISSOLUTION

Section (a):

Regulation of the internal affairs of the corporation shall be prescribed according to the By-Laws of the corporation unless any By-Law conflicts with these Articles of Incorporation, in which case the Articles of Incorporation shall be controlling. The Board of Directors shall have the power to adopt, amend or repeal the By-Laws of this corporation, or to amend or repeal any of the provisions contained in these Articles of Incorporation.

Section (b):

Upon the winding up and dissolution of this corporation, after paying or adequately providing for the debts and obligations of the organization, the remaining assets shall be distributed to or for the use of a tax-exempt entity consistent with the mission and goals of the corporation.

ARTICLE 7. REGISTERED OFFICE AND AGENT

The address of the initial registered office of this corporation is 729 15th St NW # 3, Washington D.C. 20005-2105, and the name of its initial registered agent at such address is David Brock, residing in the District of Columbia.

ARTICLE 8. DIRECTORS

There are three initial Directors constituting the initial Board of Directors. The names and addresses of the persons who are to serve as initial Directors until the first annual meeting, or until their successors are elected and qualified, are:

NAME	ADDRESS
David Brock	729 15th St NW # 3 Washington D.C. 20005-2105
Ted Trimpa	800 Eighteenth Street, Suite 300 Denver, CO 80202
David Bennahum	2219 California St. NW, Apt. 44 Washington D.C. 20008

ARTICLE 9. INCORPORATORS

There are three incorporators. The names and addresses of the incorporators are:

	NAME	ADDRESS
1.	Ezra Reese	700 13th Street, N.W., Suite 600 Washington, DC 20005
2.	Jonathan Berkon	700 13th Street, N.W., Suite 600 Washington, DC 20005
3.	Kate Sawyer Keane	700 13th Street, N.W., Suite 600 Washington, DC 20005

I, Judith Casey, a Notary Public, hereby certify that on the 1st day of March, 2011:

Ezra Reese

Jonathan Berkon

Kate Sawyer Keane

appeared before me and signed the foregoing document as incorporators, and have averred that the statements therein contained are true.

Dec. 14, 2014
MY COMMISSION EXPIRES:

NOTARY PUBLIC

JUDITH LEIGH CASEY
Notary Public, District of Columbia
My Commission Expires December 14, 2014

File #: N0000000430

GOVERNMENT OF THE DISTRICT OF COLUMBIA

DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
CORPORATIONS DIVISION

CERTIFICATE

THIS IS TO CERTIFY that all applicable provisions of the District of Columbia NONPROFIT CORPORATION Act have been complied with and accordingly, this ***CERTIFICATE OF AMENDMENT*** is hereby issued to:

AMERICAN BRIDGE 21ST CENTURY FOUNDATION

IN TESTIMONY WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of **10/25/2011**

Business and Professional Licensing Administration

Patricia E. Grays

PATRICIA E. GRAYS
Superintendent of Corporations
Corporations Division

Vincent C. Gray
Mayor

Tracking #: YUYXPELSU9

ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION OF AMERICAN BRIDGE 21ST CENTURY FOUNDATION

Pursuant to the provisions of the District of Columbia non-profit Corporation Act, the undersigned adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is: **American Bridge 21st Century Foundation**

SECOND: The following amendment of the Articles of Incorporation was adopted by the Corporation in the manner prescribed by the District of Columbia Non-profit Corporation Act:

Article 4 is amended by replacing it in its entirety with the following:

> **This corporation shall have members. The number of classes of members, the qualifications and rights of the members of each class, and the members' voting rights, if any, shall be established by the Bylaws of the corporation.**

THIRD: The amendment was adopted in the following manner: The amendment was adopted by consent in writing signed by all Directors in office, there currently being no members having voting rights in respect thereof.

Date: Oct 21, 2011

American Bridge 21st Century Foundation
Corporate Name

By [signature]

Its President or Vice President

ATTEST: David Brock.

Its Secretary or Assistant Secretary

BYLAWS

OF

AMERICAN BRIDGE 21ST CENTURY FOUNDATION

BYLAWS

OF

AMERICAN BRIDGE 21ST CENTURY FOUNDATION

ARTICLE 1. OFFICES

The principal office of American Bridge 21st Century Foundation (the "organization") shall be located at its principal place of business or such other place as the Board of Directors ("Board") may designate. The organization may have such other offices as the Board may designate or as the business of the organization may require from time to time.

ARTICLE 2. MEMBERSHIP

2.1 Membership

The organization shall have members. Membership shall be open to individuals and organizations that meet qualifications and pay dues as established by the Board. All Board members shall become members of the organization. The organization, by action of the Board or an authorized representative, may refuse membership to any person for any or no reason.

2.2 Annual Meeting

The annual meeting of the members shall be held on a date chosen by the President, the Board, or the Executive Director, if one is hired.

2.3 Special Meeting

Special meetings of the members may be called by the President, the Secretary, the Board, or by a majority of the members. Notice of a special meeting shall be delivered to the members not less than ten days before the meeting according to the provisions of Section 2.4 if these Bylaws.

2.4 Notice of Special Meetings

2.4.1 In Writing

Notices in writing may be delivered or mailed to the member at his or her address shown on the records of the organization. If notice is delivered via regular mail, the notice shall be deemed effective when deposited in the official government mail properly addressed with postage thereon prepaid.

2.4.2 Personal Communication

Notice may be by personal communication with the member.

2.4.3 Electronic Transmission

Notices may be provided in an electronic transmission and be electronically transmitted. Notice in an electronic transmission is effective only with respect to those members that have consented, in the form of a record, to receive electronically transmitted notices and designated in such consent the address, location or system to which these notices may be electronically transmitted. A member who has consented to receipt of electronically transmitted notices may revoke the consent by delivering a revocation to the organization in the form of a record. Furthermore, the consent is automatically revoked if the organization is unable to electronically transmit two consecutive notices given by the organization, and this inability becomes known to the person responsible for giving notice. Notice provided in an electronic transmission is effective when it is electronically transmitted to an address, location or system designated by the recipient for that purpose.

2.4.4 Posting Electronic Notice

Notice may be provided to members who have consented to receipt of electronically transmitted notices by posting the notice on an electronic network and delivering to such members a separate record of the posting, together with comprehensible instructions regarding how to obtain access to the posting on the electronic network. Notice is effective when it has been posted to an electronic network and a separate record of the posting has been delivered to the recipient as provided by this Section 2.4.4.

2.5 Voting

Voting on all matters may be conducted by mail, telephone call, telegram, cablegram, electronic mail, or any other means of electronic or telephonic transmission; provided, that the member shall state, or submit information from which it can be determined, that the method of voting chosen was authorized by the member. A member entitled to vote may vote in person or may authorize another person to act for such member by proxy. No proxy shall be valid after 11 months, unless otherwise provided in the proxy.

ARTICLE 3. BOARD OF DIRECTORS

3.1 General Powers

The affairs of the organization shall be managed by a Board of Directors.

3.2 Number

The Board shall consist of not less than three (3) nor more than fifteen (15) Directors. The number of Directors may be changed from time to time by amendment to these Bylaws, provided that no decrease in the number shall have the effect of shortening the term of any incumbent Director.

3.3 Qualifications

Directors may have such qualifications as the Board may prescribe by amendment to these Bylaws.

3.4 Election of Directors

3.4.1 Initial Directors

The initial Directors named in the Articles of Incorporation shall serve until the first annual meeting of the Board.

3.4.2 Successor Directors

Successor Directors shall be elected each year at the annual meeting of the Board by the affirmative vote of a majority of the Directors then in office.

3.5 Term of Office

Unless a Director dies, resigns or is removed, he or she shall hold office until the next annual meeting of the Board or until his or her successor is elected, whichever is later.

3.6 Annual Meeting

The annual meeting of the Board shall be held during the first quarter of the fiscal year on a date chosen by the President or the Board for the purposes of electing Directors and officers and transacting such business as may properly come before the meeting. If the annual meeting is not held on the date designated therefor, the Board shall cause the meeting to be held as soon thereafter as may be convenient.

3.7 Regular Meetings

By resolution, the Board may specify the date, time and place for holding regular meetings without other notice than such resolution.

3.8 Special Meetings

Special meetings of the Board or any committee designated and appointed by the Board may be called by or at the written request of the President or any one Director, or, in the case of a committee meeting, by the chairman of the committee. The person or persons authorized to call special meetings may fix any place as the place for holding any special Board or committee meeting called by them. Notice of a special meeting shall be delivered to the Directors not less than ten days before the meeting according to the provisions of Section 3.11 if these Bylaws.

3.9 Meetings by Telephone

Members of the Board or any committee designated by the Board may participate in a meeting of such Board or committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

3.10 Place of Meetings

All meetings shall be held at the principal office of the organization or at such other place designated by the Board, by any persons entitled to call a meeting or by a waiver of notice signed by all Directors.

3.11 Notice of Special Meetings

3.11.1 In Writing

Notices in writing may be delivered or mailed to the Director at his or her address shown on the records of the organization. If notice is delivered via regular mail, the notice shall be deemed effective when deposited in the official government mail properly addressed with postage thereon prepaid. Neither the business to be transacted at nor the purpose of any special meeting need be specified in the notice of a special meeting.

3.11.2 Personal Communication

Notice may be by personal communication with the Director.

3.11.3 Electronic Transmission

Notices may be provided in an electronic transmission and be electronically transmitted. Notice in an electronic transmission is effective only with respect to those Directors that have consented, in the form of a record, to receive electronically transmitted notices and designated in such consent the address, location or system to which these notices may be electronically transmitted. A Director who has consented to receipt of electronically transmitted notices may revoke the consent by delivering a revocation to the organization in the form of a record. Furthermore, the consent is automatically revoked if the organization is unable to electronically transmit two consecutive notices given by the organization, and this inability becomes known to the person responsible for giving notice. Notice provided in an electronic transmission is effective when it is electronically transmitted to an address, location or system designated by the recipient for that purpose.

3.11.4 Posting Electronic Notice

Notice may be provided to Directors who have consented to receipt of electronically transmitted notices by posting the notice on an electronic network and delivering to such Directors a separate record of the posting, together with comprehensible instructions regarding how to obtain access to the posting on the electronic network. Notice is effective when it has been posted to an electronic network and a separate record of the posting has been delivered to the recipient as provided by this Section 3.11.4.

3.12 Waiver of Notice

3.12.1 Record

Whenever any notice is required to be given to any Director under the provisions of these Bylaws, the Articles of Incorporation or applicable law, a waiver thereof in the form of a record, including, without limitation, an electronic transmission from the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at nor the purpose of any regular or special meeting of the Board need be specified in the waiver of notice of such meeting.

3.12.2 By Attendance

The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

3.13 Quorum

A majority of the number of Directors fixed by or in the manner provided by these Bylaws shall constitute a quorum for the transaction of business at any Board meeting. If a quorum is not present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

3.14 Manner of Acting

The act of the majority of the Directors present at a meeting at which there is a quorum shall be the act of the Board, unless the vote of a greater number is required by these Bylaws, the Articles of Incorporation or applicable law.

3.15 Presumption of Assent

A Director of the organization present at a Board meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent or abstention is entered in the minutes of the meeting, or unless such Director files a written dissent or abstention to such action with the person acting as secretary of the meeting before the adjournment thereof, or forwards such dissent or abstention by registered mail to the Secretary of the organization immediately after the adjournment of the meeting. Such right to dissent or abstain shall not apply to a Director who voted in favor of such action.

3.16 Action by Board Without a Meeting

Any action which could be taken at a meeting of the Board may be taken without a meeting if a written consent setting forth the action so taken is signed by each of the Directors. Such written consents may be signed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same document. Any such written consent shall be inserted in the minute book as if it were the minutes of a Board meeting.

3.17 Resignation

Any Director may resign at any time by delivering written notice to the President or the Secretary at the registered office of the organization, or by giving oral or written notice at any meeting of the Directors. Any such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

3.18 Removal

One or more Directors (including the entire Board) may be removed from office, with or without cause, by the affirmative vote of a majority of the Directors fixed by or in the manner provided by these Bylaws.

3.19 Vacancies

A vacancy in the position of Director may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board. A Director who fills a vacancy shall serve for the unexpired term of his or her predecessor in office.

3.20 Board Committees

3.20.1 Standing or Temporary Committees

The Board, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more standing or temporary committees, each of which shall consist of two or more Directors. Such committees shall have and exercise the authority of the Directors in the management of the organization, subject to such limitations as may be prescribed by the Board and by applicable law. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board or any individual Director of any responsibility imposed upon it, him or her by law.

3.20.2 Quorum; Manner of Acting

A majority of the number of Directors composing any committee shall constitute a quorum, and the act of a majority of the members of a committee present at a meeting at which a quorum is present shall be the act of the committee.

3.20.3 Resignation

Any member of any committee may resign at any time by delivering written notice thereof to the President, the Secretary or the chairman of such committee, or by giving oral or written notice at any meeting of such committee. Any such resignation shall take effect at the time specified therein or, if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

3.20.4 Removal of Committee Member

The Board, by resolution adopted by a majority of the Directors in office, may remove from office any member of any committee elected or appointed by it.

3.21 Compensation

The Directors shall receive no compensation for their service as Directors but may receive reimbursement for reasonable expenditures incurred on behalf of the organization.

ARTICLE 4. OFFICERS

4.1 Number and Qualifications

The officers of the organization shall be a President, a Secretary and a Treasurer, each of whom shall be elected by the Board. Other officers and assistant officers may be elected or appointed by the Board, such officers and assistant officers to hold office for such period, have such authority and perform such duties as are provided in these Bylaws or as may be provided by resolution of the Board. Any officer may be assigned by the Board any additional title that the Board deems appropriate. Any two or more offices may be held by the same person, except the offices of President and Secretary.

4.2 Election and Term of Office

The officers of the organization shall be elected each year by the Board at the annual meeting of the Board. Unless an officer dies, resigns, or is removed from office, he or she shall hold office until the next annual meeting of the Board or until his or her successor is elected.

4.3 Resignation

Any officer may resign at any time by delivering written notice to the President, the Vice President, the Secretary or the Board, or by giving oral or written notice at any meeting of the Board. Any such resignation shall take effect at the time specified therein or, if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.4 Removal

Any officer or agent elected or appointed by the Board may be removed by the affirmative vote of at least a majority of the Board whenever in its judgment the best interests of the organization would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

4.5 Vacancies

A vacancy in any office created by the death, resignation, removal, disqualification, creation of a new office or any other cause may be filled by the Board for the unexpired portion of the term or for a new term established by the Board.

4.6 President

The President shall, subject to the Board's control, supervise the Executive Director's or other organization staff's control of all of the assets, business and affairs of the organization. The President shall preside over meetings of the Board. The President may sign deeds, mortgages, bonds, contracts, or other instruments, except when the signing and execution thereof have been expressly delegated by the Board or by these Bylaws to some other officer or agent of the organization or are required by law to be otherwise signed or executed by some other officer or in some other manner. In general, the President shall perform all duties incident to the office of President and such other duties as are assigned to him or her by the Board from time to time.

4.7 Secretary

The Secretary shall: (a) keep the minutes of meetings of the Board and any minutes which may be maintained by committees of the Board; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records of the organization; (d) keep records of the post office address of each Director and officer; (e) sign with the President, or other officer authorized by the President or the Board, deeds, mortgages, bonds, contracts, or other instruments; and (f) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or the Board.

4.8 Treasurer

If requested by the Board, the Treasurer shall give a bond for the faithful discharge of his or her duties in an amount and with such surety or sureties as the Board may determine. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the organization; receive and give receipts for moneys due and payable to the organization from any source whatsoever, and deposit all such moneys in the name of the organization in banks, trust companies or other depositories selected in accordance with the provisions of these Bylaws; and in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or the Board.

4.9 Compensation

The officers shall receive no compensation for their service as officers but may receive reimbursement for reasonable expenditures incurred on behalf of the organization.

ARTICLE 5. INTERESTS OF DIRECTORS AND OFFICERS

5.1 Compensation

Directors who receive any compensation for services in any capacity, directly or indirectly, from the organization may not vote on matters pertaining to that Director's compensation.

5.2 Conflict of Interest

Directors and officers shall disclose to the Board any financial interest which the Director or officer directly or indirectly has in any person or entity which is a party to a transaction under consideration by the Board. The interested Director or officer shall abstain from voting on the transaction.

5.3 Review of Certain Transactions

Prior to entering into any compensation agreement, contract for goods or services, or any other transaction with any person who is in a position to exercise influence over the affairs of the organization, the Board shall establish that the proposed transaction is reasonable when compared with a similarly-situated organization for functionally comparable positions, goods or services rendered.

ARTICLE 6. EXECUTIVE DIRECTOR

An Executive Director may be appointed, employed, and discharged by the Board. If appointed, the Executive Director shall manage the affairs of the organization according to the policies, principles, practices and budget authorized by the Board; shall be responsible for management of personnel, finances and programs; and shall be responsible for staff management including hiring, training, disciplinary action, and discharge.

ARTICLE 7. ADVISORY BOARD

The Board of Directors may appoint an Advisory Board of two or more persons to provide advice and assistance to the Board. Members of the Advisory Board may be invited to meetings of the Board, but shall not be entitled to vote or exercise other powers of a director of the organization; provided, however, to the extent permitted by law, members of the Advisory Board shall be entitled to the same limitations on liability and rights to indemnification as directors of the organization. The Board of Directors may determine by separate resolution the operational rules which shall govern the Advisory Board. Advisory Board members may be removed at any time, with or without cause, by the Board.

ARTICLE 8. INDEMNIFICATION

Unless otherwise prohibited by law, the organization will indemnify and hold harmless any Director or officer or any former Director or officer of the organization against any and all expenses and liabilities actually and necessarily incurred by him or her or imposed on him or her in connection with any claim, action, suit or proceeding (whether actual or threatened, civil, criminal, administrative, or investigative, including appeals) to which he or she may be or is made a party by reason of being or having been such Director or officer, subject to the limitation, however, that there shall be no indemnification in relation to matters as to which he or she shall be adjudged in such claim, action, suit or proceeding to be guilty of a criminal offense or liable to the organization for damages arising out of his or her own negligence or misconduct in the performance of a duty to the organization.

Amounts paid in indemnification of expenses and liabilities may include, but shall not be limited to, counsel fees and other fees; costs and disbursements; and judgments, fines and penalties against, and amounts paid in settlement by, such Director or officer. The organization may advance expenses to, or where appropriate may itself at its expense, undertake the defense of any Director or officer; provided, however, that such Director or officer shall undertake to repay or reimburse such expense if it is ultimately determined that he or she is not entitled to indemnification under this Article.

The provisions of this Article shall be applicable to claims, actions, suits or proceedings made or commenced after the adoption hereof, whether arising from acts or omissions to act occurring before or after adoption hereof. Any future amendments to this Article will be prospective and will not reduce or in any way limit the right to indemnification provided for any covered claims, actions, suits or proceedings arising from acts or omissions to act occurring prior to the adoption of any such amendment.

The indemnification provided by this Article shall not be deemed exclusive of any other rights to which such Director or officer may be entitled under any statute, Bylaw, agreement, vote of the Board of Directors or otherwise, and shall not restrict the power of the organization to make any indemnification permitted by law.

The organization will either (a) purchase and maintain insurance on behalf of or (b) create and maintain a self-insurance arrangement for the benefit of, in either case, any person who is or was a director or officer of the organization against any liability asserted against or incurred by such person which arises out of such person's status as a Director, officer, employee, or agent or out of acts taken in such capacity, whether or not the organization would have the power to indemnify the person against that liability under law.

If any part of this Article shall be found in any action, suit or proceeding to be invalid or ineffective, the validity and effectiveness of the remaining parts shall not be affected.

ARTICLE 9. ADMINISTRATIVE AND FINANCIAL PROVISIONS

9.1 Loans

No loans shall be contracted on behalf of the organization and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board. Such authority may be general or confined to specific instances.

9.2 Loans or Extensions of Credit to Officers and Directors

No loans shall be made and no credit shall be extended by the organization to its officers or Directors.

9.3 Checks, Drafts, Etc.

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the organization shall be signed by such officer or officers, or agent or agents, of the organization and in such manner as is from time to time determined by resolution of the Board.

9.4 Deposits

All funds of the organization not otherwise employed shall be deposited from time to time to the credit of the organization in such banks, trust companies or other depositories as the Board may select.

9.5 Books and Records

The organization shall keep at its principal or registered office copies of its current Articles of Incorporation and Bylaws; correct and adequate records of accounts and finances, minutes of the proceedings of its Boards and any minutes which may be maintained by committees of the Board; records of the names and post office addresses of its officers and Directors, and such other records as may be necessary or advisable.

9.6 Corporate Seal

If the Board determines that it is advisable, the organization shall have a corporate seal consisting of the name of the organization, the state of its Incorporation and the year of its incorporation.

9.7 Fiscal Year

The fiscal year shall be from July 1 to June 30th.

9.8 Accounting Year

Unless a different accounting year is at any time selected by the Board, the accounting year of the organization shall be the fiscal year.

ARTICLE 10. AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the vote of a majority of the number of Directors fixed by or in the manner provided by these Bylaws, or by the written consent of each of the Directors.

AMERICAN BRIDGE 21ST CENTURY FOUNDATION

CONFLICTS OF INTEREST POLICY

A. Purpose

The purpose of the Conflicts of Interest policy (the "policy") is to protect the interest of the organization when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

B. Definitions

1. Interested Person

Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

a. An ownership or investment interest in any entity with which the organization has a transaction or arrangement,

b. A compensation arrangement with the organization or with any entity or individual with which the organization has a transaction or arrangement, or

c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under procedures outlined below, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

C. Procedures

1. Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest

a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

c. After exercising due diligence, the governing board or committee shall determine whether the organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

D. Violations of the Policy

1. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

2. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

E. Records of Proceedings

The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.

2. The names of the persons who were present for discussions and votes

relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

F. Compensation

1. A voting member of the governing board who receives compensation, directly or indirectly, from the organization for services is precluded from voting on matters pertaining to that member's compensation.

2. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the organization for services is precluded from voting on matters pertaining to that member's compensation.

3. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

G. Annual Statements

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

1. Has received a copy of the policy,

2. Has read and understands the policy,

3. Has agreed to comply with the policy, and

4. Understands the organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

H. Periodic Reviews

To ensure the organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

1. Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.

2. Whether partnerships, joint ventures, and arrangements with management organizations conform to the organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

I. Use of Outside Experts

When conducting the periodic reviews as provided for in this policy, the organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

Form 1024 Attachments

Part I, Line 7: Forms 990:

The American Bridge 21st Century Foundation ("the Foundation") has filed forms 990 with the Service for the tax years ending 2011 and 2012.

Part II, Line 1: Detailed Narrative Description:

In recent years, conservatives have made a strong push for ideological purity within their ranks. The result is a movement committed to Tea Party economics, blind to any empirical evidence that discredits their beliefs, and fiercely opposed to almost any form of compromise. Even Republican officials have conceded that President Ronald Reagan would not meet the rigid standards of today's conservative movement.

This shift has coincided with a rapidly increasing flow of money to conservative advocacy groups. For many years, contributions to right-leaning nonprofit organizations from wealthy individuals and donor foundations have flown largely under the radar. But many of those ideological advocates have become nakedly partisan and heavily involved in elections, while the emergence of super PACs has pushed conservative political giving to unprecedented levels.

We believe that entities with so much influence over the political process, and their accompanying conservative policy agendas, should be held to the same standards as politicians running for office. That is why Bridge Project has kept a watchful eye on the "conservative movement," pushing back against false attacks and radical rhetoric, and following the money behind an agenda that would take America backward.

Bridge Project will continue this work to expose and oppose the conservative movement's dishonest policies and tactics both at the national and state level. We will rebut and dismantle their extreme ideology while shining a light on the moneyed special interests funding it.

Part II, Line 14: Lease

The Foundation shares space with American Bridge 21st Century, a section 527 organization registered with, and reporting to, the Federal Election Commission. The two entities have entered into a cost-sharing agreement to allocate shared overhead costs so that neither entity is financially supporting the activities of the other. American Bridge 21st Century currently has a lease expiring on December 31, 2014, for which space is shared with the Foundation; that lease is attached. American Bridge 21st Century is currently negotiating a sublease for additional space; neither the Foundation nor American Bridge 21st Century will have any relationship with the subleasor.

Part II, Line 15: Political Activity

In its prior fiscal year, the Foundation spent $5,089 attempting to influence the selection, nomination, election, or appointment of any person to any federal, state, or local public office or to an office in a political organization. However, in the future the Foundation may engage in an increased amount of such activities.

The Foundation intends to spend only a limited amount of resources influencing elections. The organization's political activity will not become a majority of its budget in any fiscal year. Any political intervention that may be conducted by the organization will be conducted within the limits imposed by Internal Revenue Code section 501(c)(4), Treasury Regulation section 1.501(c)(4)-1(a)(2), and Revenue Ruling 81-95, 1981-1 C.B. 332. The organization tracks its expenses, including through use of timesheets for its employees, to ensure that political activities do not become a majority of its activities in the course of a fiscal year, and to ensure that all required taxes will be paid under Internal Revenue Code section 527(f).

Part III(A)

Line 7 (Other revenue): Reimbursement for shared expenses with other tax-exempt organizations.

Line 13: Officer & Director Compensation

Please see Part II, line 3a.

OFFICE LEASE AGREEMENT

BY AND BETWEEN

SQUARE 516S OFFICE VENTURE, LLC
(as landlord)

AND

AMERICAN BRIDGE 21ST CENTURY
(as tenant)

455 Massachusetts Avenue, N.W.
Washington, D.C. 20001

Office

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OFFICE LEASE AGREEMENT

THIS OFFICE LEASE AGREEMENT (this "**Lease**") is dated as of the ____ day of _______________, 2011, by and between SQUARE 516S OFFICE VENTURE, LLC, a Delaware limited liability company ("**Landlord**"), and AMERICAN BRIDGE 21ST CENTURY, a District of Columbia nonprofit corporation ("**Tenant**").

ARTICLE I
DEFINITIONS

1.1 Building: a twelve (12) story building containing approximately two hundred twenty-nine thousand three hundred ninety-eight (229,398) square feet of office rentable area and two hundred forty-two thousand three hundred sixty-six (242,366) square feet of total rentable area as of the date hereof and located at 455 Massachusetts Avenue, N.W., Washington, D.C. 20001.

1.2 Premises: approximately three thousand three hundred fifty-seven (3,357) square feet of rentable area located on the second (2nd) floor (known as Suite 280) of the Building, as more particularly designated on Exhibit A.

1.3 Lease Term: the period commencing on the Lease Commencement Date and expiring on December 31, 2012.

1.4 Anticipated Delivery Date: one (1) business day after this Lease is fully executed and delivered.

1.5 Base Rent: one hundred seventy-four thousand five hundred sixty-four dollars ($174,564.00) for the first Lease Year (which amount is based on fifty-two dollars ($52.00) per square foot of rentable area in the Premises).

1.6 Base Rent Annual Escalation Percentage: two and one-half percent (2½%).

1.7 Operating Charges Base Year: calendar year 2010.

1.8 Real Estate Taxes Base Year: calendar year 2010.

1.9 Security Deposit Amount: fourteen thousand five hundred forty-seven dollars ($14,547.00).

1.10 Broker(s): Cassidy Turley Commercial Real Estate and Cresa Partners of Washington, D.C., Inc.

1.11 Tenant Notice Address: Bradley Beychok, 1609 E. Capitol Street, S.E., Washington, D.C. 20003, until Tenant has commenced beneficial use of the Premises, and the Premises, after Tenant has commenced beneficial use of the Premises.

1.12 Landlord Notice Address: c/o Cassidy Turley, 2101 L Street N.W., Suite 700, Washington, D.C. 20037, Attention: Property Manager, with a copy to ASB Real Estate

Investments, 7501 Wisconsin Avenue, Suite 200 East, Bethesda, Maryland 20814, Attention: Vice President.

1.13 Building Hours: 8:00 a.m. to 7:00 p.m. on Monday through Friday (excluding legal public holidays) and 9:00 a.m. to 3:00 p.m. on Saturday (excluding legal public holidays), and such other hours, if any, as Landlord from time to time determines.

1.14 Guarantor(s): [None].

1.15 Retail Area: approximately twelve thousand nine hundred sixty-eight (12,968) square feet of rentable area (as of the date hereof), which area is comprised of premises leased or hereafter leased to tenants primarily for retail purposes and any common areas and facilities as Landlord may from time to time designate for the convenience of the customers of said tenants.

1.16 Landlord Payment Address: c/o Cassidy Turley, 2101 L Street N.W., Suite 700, Washington, D.C. 20037, Attention: Property Manager.

ARTICLE II
PREMISES

2.1 Tenant leases the Premises from Landlord for the term and upon the conditions and covenants set forth in this Lease. Tenant will have the non-exclusive right to use the common and public areas of the Building. Except as may otherwise be expressly provided in this Lease, the lease of the Premises does not include the right to use the roof, mechanical rooms, electrical closets, janitorial closets, telephone rooms, parking areas or other non-common or non-public areas of the Building.

2.2 Landlord shall have the right to change the location and configuration of the Premises provided that: (a) Landlord shall provide Tenant with substitute space of similar nature and size elsewhere in the Building (the "**Substitute Premises**"); (b) if the Substitute Premises contain more square feet of rentable area than the Premises, then the Base Rent shall not be increased as a result thereof; (c) if the Substitute Premises contain fewer square feet of rentable area than the Premises, then the Base Rent shall be reduced proportionately; and (d) if Tenant has commenced beneficial use of the Premises, then (1) Landlord shall provide Tenant not less than ninety (90) days' advance written notice of the date Tenant must vacate the Premises, and (2) Landlord shall at Landlord's expense remove Tenant's equipment and furniture from the Premises and reinstall those items in the Substitute Premises. Within ten (10) days after the date Landlord submits an amendment of this Lease indicating the location and configuration of the Substitute Premises, Tenant shall execute such amendment. Notwithstanding the foregoing to the contrary, Landlord shall not exercise its rights under the foregoing provisions of this Section 2.2 during the initial Lease Term.

ARTICLE III
TERM

3.1 All of the provisions of this Lease shall be in full force and effect from and after the date first above written. The Lease Term shall commence on the Lease Commencement Date specified in Section 3.2. The Lease Term shall also include any properly exercised renewal or extension of the term of this Lease.

3.2 The "**Lease Commencement Date**" shall be the date on which Landlord delivers possession of the Premises to Tenant. The "**Rent Commencement Date**" shall be the earlier of (a) July 1, 2011, and (b) the date on which Tenant commences beneficial use of the Premises. Tenant shall be deemed to have commenced beneficial use of the Premises when Tenant begins to move furniture, furnishings, inventory, equipment or trade fixtures into the Premises, it being understood that the installation of telephone lines and cabling in the Premises, without more, shall not constitute the commencement of beneficial use of the Premises (but shall be subject to Article IX below). Promptly after the Rent Commencement Date is ascertained, Landlord and Tenant shall execute the certificate confirming the Lease Commencement Date and the Rent Commencement Date attached to this Lease as Exhibit D.

3.3 It is presently anticipated that the Premises will be delivered to Tenant on or about the Anticipated Delivery Date; provided, however, that if Landlord does not deliver possession of the Premises by such date, Landlord shall not have any liability whatsoever, and this Lease shall not be rendered void or voidable, as a result thereof.

3.4 "**Lease Year**" shall mean a period of twelve (12) consecutive months commencing on the Rent Commencement Date, and each successive twelve (12) month period thereafter; provided, however, that if the Rent Commencement Date is not the first day of a month, then the second Lease Year shall commence on the first day of the month in which the first anniversary of the Rent Commencement Date occurs.

ARTICLE IV
BASE RENT

4.1 From and after the Rent Commencement Date, Tenant shall pay the Base Rent in equal monthly installments in advance on the first day of each month during a Lease Year. On the first day of the second and each succeeding Lease Year the Base Rent in effect shall be increased by an amount equal to the product of (a) the Base Rent Annual Escalation Percentage, multiplied by (b) the Base Rent in effect immediately before the increase.

4.2 Concurrently with Tenant's execution of this Lease, Tenant shall pay an amount equal to one (1) monthly installment of the Base Rent payable during the first Lease Year, which amount shall be credited toward the monthly installment of the Base Rent payable for the first full calendar month following the Rent Commencement Date. If the Rent Commencement Date is not the first day of a month, then the Base Rent from the Rent Commencement Date until the first day of the following month shall be prorated on a per diem basis at the rate of one-thirtieth (1/30th) of the monthly installment of the Base Rent payable during the first Lease Year, and Tenant shall pay such prorated installment of the Base Rent on the Rent Commencement Date.

4.3 All sums payable by Tenant under this Lease, whether or not stated to be Base Rent, additional rent or otherwise, shall be paid to Landlord in legal tender of the United States, without setoff, deduction or demand, at the Landlord Payment Address, or to such other party or such other address as Landlord may designate in writing. Landlord's acceptance of rent after it shall have become due and payable shall not excuse a delay upon any subsequent occasion or constitute a waiver of any of Landlord's rights hereunder. If any sum payable by Tenant under this Lease is paid by check which is returned due to insufficient funds, stop payment order, or otherwise, then: (a) such event shall be treated as a failure to pay such sum when due; and (b) in addition to all other rights and remedies of Landlord hereunder, Landlord shall be entitled (i) to impose, as additional rent, a returned check charge of Fifty Dollars ($50.00) to cover Landlord's administrative expenses and overhead for processing, and (ii) if more than one (1) check is returned in any twelve (12) month period, to require that all future payments be remitted by wire transfer, money order, or cashier's or certified check.

ARTICLE V
INCREASES IN OPERATING CHARGES AND REAL ESTATE TAXES

5.1 For the purposes of this Article V, the term "**Building**" shall be deemed to include the site upon which the Building is constructed (which site is sometimes referred to herein as the "**Land**"). If the Building is operated as a part of a complex of buildings or in conjunction with other buildings or parcels of land, then Landlord shall prorate the common expenses and costs with respect to each such building or parcel of land in such manner as Landlord, in its sole but not arbitrary judgment, shall determine.

5.2 (a) From and after the Rent Commencement Date, Tenant shall pay as additional rent Tenant's proportionate share of the amount by which Operating Charges (as defined in Section 5.2(b)) for each calendar year falling entirely or partly within the Lease Term exceed a base amount (the "**Operating Charges Base Amount**") equal to the Operating Charges incurred during the Operating Charges Base Year. Tenant's proportionate share with respect to Operating Charges shall be that percentage which is equal to a fraction, the numerator of which is the number of square feet of rentable area in the Premises, and the denominator of which is the number of square feet of office rentable area from time to time in the Building (excluding storage, roof and garage space). Notwithstanding anything to the contrary herein, for purposes of calculating the amount due from Tenant under this Article, the Operating Charges Base Amount shall not include market-wide cost increases due to extraordinary circumstances including, but not limited to, force majeure events or conditions, terrorist acts or acts of war, boycotts, strikes, conservation surcharges, embargoes or other shortages, or amortized costs relating to capital improvements.

(b) "**Operating Charges**" shall mean the sum of all expenses incurred by Landlord in the ownership, operation, maintenance, repair and cleaning of the Building (including the parking facilities serving the Building), including, but not limited to, the following: (1) electricity, gas, water, HVAC, sewer and other utility charges of every type and nature; (2) premiums and other charges for insurance and deductibles under such insurance policies; (3) management fees and personnel costs of the Building; (4) costs of service and maintenance contracts relating to the Building as a whole; (5) maintenance, repair and replacement expenses and supplies which are deducted by Landlord in computing its federal income tax liability; (6) depreciation for capital expenditures made by Landlord to reduce operating expenses or to comply with legal or insurance requirements applicable to the Building after the date hereof or to replace existing equipment or machinery used in connection with the operation or maintenance of the Building, such capital costs to be amortized over such reasonable period as Landlord shall determine, together with interest at the rate paid by Landlord on any funds borrowed for such expenditures; (7) charges for janitorial, trash removal and cleaning services and supplies furnished to the Building; (8) any business, professional and occupational license tax payable by Landlord with respect to the Building; (9) reasonable reserves for replacements, repairs and contingencies; (10) costs of snow removal; and (11) any other expense incurred by Landlord in maintaining, repairing, operating or cleaning the Building. Operating Charges shall not include: (i) Retail Area Charges; (ii) principal or interest payments on any Mortgages (as defined in Section 21.1); (iii) leasing commissions or legal fees with respect to the negotiation of leases; (iv) capital expenditures, except as specified above; (v) the costs of special services and utilities separately paid by particular tenants of the Building; (vi) costs which are reimbursed to Landlord by insurers or by governmental authorities in eminent domain proceedings; (vii) advertising for vacant space in the Building; (viii) the cost of tenant improvements; (ix) expenses incurred by Landlord to lease space to new tenants or to retain existing tenants, including leasing commissions, advertising and promotional expenditures; (x) expenses incurred by Landlord to resolve disputes, enforce or negotiate lease terms with prospective or existing tenants or in connection with any financing, sale or syndication of the Building; (xi) cost of alterations, capital improvements, equipment replacement and other items which under generally accepted accounting principles are properly classified as capital expenditures, except as set forth in clause (6) above; (xii) expenses for the replacement of any item covered under warranty; (xiii) any penalty or fine incurred by Landlord due to Landlord's violation of any federal, state or local law or regulation; (xiv) any interest or penalties due for late payment by Landlord of any Operating Charges; (xv) costs of repair necessitated by Landlord's gross negligence or willful misconduct, or of correcting any defects in the initial construction, materials or equipment of the Building; (xvi) expenses for any item or service which Tenant pays directly to a third party or separately reimburses Landlord; (xvii) expenses incurred by Landlord to the extent the same are reimbursed from any other tenants, occupants of the property, or third parties (other than general reimbursements of Operating Charges or increases therein); (xviii) expenses for any item or service not made available to Tenant but exclusively to certain other tenants in the Building; (xix) management fees paid or charged by Landlord in connection with the management of the Building to the extent such management fee is in excess of the market range of management fees customarily paid or charged by landlords of the comparable buildings in Washington, D.C.; (xx) salaries of (1) employees above the grade of senior property manager, and (2) employees who spend time on multiple buildings, to the extent their time is not spent in the operation of the Building; (xxi) Landlord's general corporate overhead and administrative expenses; (xxii) costs incurred to cure violations (as opposed to instances of permitted nonconformance) of Laws with respect to the Building that exist as of the date of this Lease, as such Laws are interpreted as of the date of this Lease; (xxiii) fees paid to affiliates of Landlord to the extent that such fees exceed the customary amount charged for the service provided; (xxiv) the cost of purchasing new building artwork; (xxv) Real Estate Taxes (as hereinafter defined); and (xxvi) ground lease rental, but exclusive of utilities and other "net" elements constituting rent under a ground lease. "**Retail Area Charges**" shall mean those expenses, if any, that are solely attributable to and payable by tenants of the Retail Area (for example, expenses relating to janitorial services; storage and removal of trash; and electricity, gas, water, sewer and other utility service furnished solely to such space, to the extent applicable).

(c) If the average occupancy rate for the Building during any calendar year (including the Operating Charges Base Year) is less than one hundred percent (100%), or if any tenant is separately paying for (or does not require) electricity or janitorial services furnished to its premises, then Operating Charges for such year shall be deemed to include all additional expenses, as reasonably estimated by Landlord, which would have been incurred during such year if such average occupancy rate had been one hundred percent (100%) and if Landlord paid for electricity and janitorial services furnished to such premises.

(d) From and after the Rent Commencement Date, Tenant shall make estimated monthly payments to Landlord on account of the amount by which Operating Charges that are expected to be incurred during each calendar year (or portion thereof) would exceed the Operating Charges Base Amount. On or about the Rent Commencement Date and at the beginning of each calendar year thereafter, Landlord may submit a statement setting forth Landlord's reasonable estimate of such excess and Tenant's proportionate share thereof. Tenant shall pay to Landlord on the first day of each month following receipt of such statement, until Tenant's receipt of the succeeding annual statement, an amount equal to one-twelfth (1/12) of each such share (estimated on an annual basis without proration pursuant to Section 5.4). From time to time during any calendar year, Landlord may revise Landlord's estimate and adjust Tenant's monthly payments to reflect Landlord's revised estimate. Within approximately one hundred fifty (150) days after the end of each calendar year, or as soon thereafter as is feasible, Landlord shall submit a statement showing (1) Tenant's proportionate share of the amount by which Operating Charges incurred during the preceding calendar year exceeded the Operating Charges Base Amount, and (2) the aggregate amount of Tenant's estimated payments made on account of Operating Charges during such year. If such statement indicates that the aggregate amount of such estimated payments exceeds Tenant's actual liability, then Landlord shall credit the net overpayment toward Tenant's next estimated payment(s) pursuant to this Section. If such statement indicates that Tenant's actual liability exceeds the aggregate amount of such estimated payments, then Tenant shall pay the amount of such excess as additional rent.

(e) For a period of one hundred eighty (180) days after Tenant's receipt of such statement, Tenant, or an independent, certified public accountant who is hired by Tenant on a noncontingent fee basis and who offers a full range of accounting services and is reasonably acceptable to Landlord, shall have the right, during regular business hours and after giving at least ten (10) days' advance written notice to Landlord, to inspect and complete an audit of Landlord's books and records relating to Operating Charges for the immediately preceding calendar year; or, at Landlord's sole discretion and in lieu of such audit, Landlord will provide Tenant with an audited statement. Tenant shall (and shall cause its employees, agents and consultants to) keep the results of any such audit or audited statement strictly confidential. If such audit or audited statement shows that the amounts paid by Tenant to Landlord on account of increases in Operating Charges exceed the amounts to which Landlord is entitled hereunder, Landlord shall credit the amount of such excess toward the next monthly payments of Operating Charges due hereunder. All costs and expenses of any such audit or audited statement shall be paid by Tenant. If Tenant does not notify Landlord in writing of any objection to any statement within one hundred eighty (180) days after receipt thereof, then Tenant shall be deemed to have waived such objection.

5.3 (a) From and after the Rent Commencement Date, Tenant shall pay as additional rent Tenant's proportionate share of the amount by which Real Estate Taxes (as defined in Section 5.3(b)) for each calendar year falling entirely or partly within the Lease Term exceed a base amount (the "**Real Estate Taxes Base Amount**") equal to the Real Estate Taxes incurred during the Real Estate Taxes Base Year, as finally determined. Tenant's proportionate share with respect to Real Estate Taxes shall be that percentage which is equal to a fraction, the numerator of which is the number of square feet of rentable area in the Premises, and the denominator of which is the number of square feet of total rentable area from time to time in the Building (excluding storage, roof and garage space).

(b) "**Real Estate Taxes**" shall mean (1) all real estate taxes, vault and/or public space rentals, business district or arena taxes, special user fees, rates, and assessments (including general and special assessments, if any), ordinary and extraordinary, foreseen and unforeseen, which are imposed upon Landlord or assessed against the Building or the Land or Landlord's personal property used in connection therewith, (2) any other present or future taxes or governmental charges that are imposed upon Landlord or assessed against the Building or the Land which are in the nature of or in substitution for real estate taxes, including any tax levied on or measured by the rents payable by tenants of the Building, and (3) expenses (including, without limitation, attorneys' and consultants' fees and court costs) incurred in reviewing, protesting or seeking a reduction of real estate taxes, whether or not such protest or reduction is ultimately successful. Subject to the foregoing, Real Estate Taxes shall not include any inheritance, estate, gift, franchise, corporation, net income or net profits tax assessed against Landlord from the operation of the Building.

(c) If during any calendar year (including the Real Estate Taxes Base Year) the Building is not fully assessed for tax purposes, then Real Estate Taxes for such year shall be deemed to include all additional taxes, as reasonably estimated by Landlord, which would have been incurred during such year if the Building had been fully assessed.

(d) From and after the Rent Commencement Date, Tenant shall make estimated monthly payments to Landlord on account of the amount by which Real Estate Taxes that are expected to be incurred during each calendar year would exceed the Real Estate Taxes Base Amount. On or about the Rent Commencement Date and at the beginning of each calendar year thereafter, Landlord may submit a statement setting forth Landlord's reasonable estimate of such amount and Tenant's proportionate share thereof. Tenant shall pay to Landlord on the first day of each month following receipt of such statement, until Tenant's receipt of the succeeding annual statement, an amount equal to one-twelfth (1/12) of such share (estimated on an annual basis without proration pursuant to Section 5.4). From time to time during any calendar year, Landlord may revise Landlord's estimate and adjust Tenant's monthly payments to reflect Landlord's revised estimate. Within approximately one hundred fifty (150) days after the end of each calendar year, or as soon thereafter as is feasible, Landlord shall submit a statement showing (1) Tenant's proportionate share of the amount by which Real Estate Taxes incurred during the preceding calendar year exceeded the Real Estate Taxes Base Amount, and (2) the aggregate amount of Tenant's estimated payments made during such year. If such statement indicates that the aggregate amount of such estimated payments exceeds Tenant's actual liability, then Landlord shall credit the net overpayment toward Tenant's next estimated payment(s) pursuant to this Section. If such statement indicates that Tenant's actual liability exceeds the aggregate amount of such estimated payments, then Tenant shall pay the amount of such excess as additional rent.

5.4 If the Rent Commencement Date occurs or the Lease Term expires on a day other than the first or last day of a calendar year, respectively, then Tenant's liabilities pursuant to this Article for such calendar year shall be apportioned by multiplying the respective amount of Tenant's proportionate share thereof for the full calendar year by a fraction, the numerator of which is the number of days during such calendar year falling from and after the Rent Commencement Date or within the Lease Term, respectively, and the denominator of which is three hundred sixty-five (365).

ARTICLE VI
USE OF PREMISES

6.1 Tenant shall use and occupy the Premises solely for general (non-medical and non-governmental) office purposes compatible with first class office buildings in the jurisdiction in which the Building is located, and for no other use or purpose. Tenant shall not use or occupy the Premises for any unlawful purpose, or in any manner that will violate the certificate of occupancy for the Premises or the Building or that will constitute waste, nuisance or unreasonable annoyance to Landlord or any other tenant or user of the Building, or in any manner that will increase the number of parking spaces required for the Building or its full occupancy as required by law. Tenant shall comply with all present and future laws (including, without limitation, the Americans with Disabilities Act (the "**ADA**") and the regulations promulgated thereunder, as the same may be amended from time to time), ordinances (including without limitation, zoning ordinances and land use requirements), regulations, orders and recommendations (including, without limitation, those made by any public or private agency having authority over insurance rates) (collectively, "**Laws**") concerning the use, occupancy and condition of the Premises and all machinery, equipment, furnishings, fixtures and improvements therein, all of which shall be complied with in a timely manner at Tenant's sole expense. If any such Law requires an occupancy or use permit or license for the Premises or the operation of the business conducted therein, then Tenant shall obtain and keep current such permit or license at Tenant's expense and shall promptly deliver a copy thereof to Landlord. Use of the Premises is subject to all covenants, conditions and restrictions of record. Tenant shall not use any space in the Building for the sale of goods to the public at large or for the sale at auction of goods or property of any kind. Tenant shall not conduct any operations, sales, promotions, advertising or special events outside the Premises.

6.2 Tenant shall pay before delinquency any business, rent or other taxes or fees that are now or hereafter levied, assessed or imposed upon Tenant's use or occupancy of the Premises, the conduct of Tenant's business at the Premises, or Tenant's equipment, fixtures, furnishings, inventory or personal property. If any such tax or fee is enacted or altered so that such tax or fee is levied against Landlord or so that Landlord is responsible for collection or payment thereof, then Tenant shall pay as additional rent the amount of such tax or fee.

6.3 (a) Tenant shall not cause or permit any Hazardous Materials to be generated, used, released, stored or disposed of in or about the Building, provided that Tenant may use and store reasonable quantities of standard cleaning materials as may be reasonably necessary for Tenant to conduct normal general office use operations in the Premises provided the same are handled, stored and disposed of in accordance with all Laws. At the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord free of Hazardous Materials that may have been generated, used, released, stored or disposed of by Tenant or any Invitee and in compliance with all Environmental Laws. "**Hazardous Materials**" means (a) asbestos and any asbestos containing material and any substance that is then defined or listed in, or otherwise classified pursuant to, any Environmental Law or any other applicable Law as a "hazardous substance," "hazardous material," "hazardous waste," "infectious waste," "toxic substance," "toxic pollutant" or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, or Toxicity Characteristic Leaching Procedure (TCLP) toxicity, (b) any petroleum and drilling fluids, produced waters, and other wastes associated with the exploration, development or production of crude oil, natural gas, or geothermal resources, and (c) any petroleum product, polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive material (including any source, special nuclear, or by-product material), medical waste, chlorofluorocarbon, lead or lead-based product, and any other substance whose presence could be detrimental to the Building or the Land or hazardous to health or the environment. "**Environmental Law**" means any present and future Law and any amendments (whether common law, statute, rule, order, regulation or otherwise), permits and other requirements or guidelines of governmental authorities applicable to the Building or the Land and relating to the environment and environmental conditions or to any Hazardous Material (including, without limitation, CERCLA, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq., the Clean Air Act, 33 U.S.C. §7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §2601 et seq., the Safe Drinking Water Act, 42 U.S.C. §300f et seq., the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. §1101 et seq., the Occupational Safety and Health Act, 29 U.S.C. §651 et seq., and any so-called "Super Fund" or "Super Lien" law, any Law requiring the filing of reports and notices relating to hazardous substances, environmental laws administered by the Environmental Protection Agency, and any similar state and local Laws, all amendments thereto and all regulations, orders, decisions, and decrees now or hereafter promulgated thereunder concerning the environment, industrial hygiene or public health or safety).

(b) Notwithstanding any termination of this Lease, Tenant shall indemnify and hold Landlord, its employees and agents harmless from and against any damage, injury, loss, liability, charge, demand or claim based on or arising out of (i) the presence or removal of, or failure to remove, Hazardous Materials generated, used, released, stored or disposed of by Tenant or any Invitee in or about the Building, whether before or after Lease Commencement Date or (ii) any non-compliance with Environmental Laws to the extent the same is a result of the use or occupancy of the Premises or any action or inaction of Tenant or any Invitee. In addition, Tenant shall give Landlord immediate verbal and follow-up written notice of any actual or threatened Environmental Default, which Environmental Default Tenant shall cure in accordance with all Environmental Laws and to the satisfaction of Landlord and only after Tenant has obtained Landlord's prior written consent, which shall not be unreasonably withheld. An "**Environmental Default**" means any of the following by Tenant or any Invitee: a violation of an Environmental Law; a release, spill or discharge of a Hazardous Material on or from the Premises, the Land or the Building; an environmental condition requiring responsive action; or an emergency environmental condition. Upon any Environmental Default, in addition to all other rights available to Landlord under this Lease, at law or in equity, Landlord shall have the right but not the obligation to immediately enter the Premises, to supervise and approve any actions taken by Tenant to address the Environmental Default, and, if Tenant fails to immediately address same to Landlord's satisfaction, to perform, at Tenant's sole cost and expense, any lawful action necessary to address same. If any lender or governmental agency shall require testing to ascertain whether an Environmental Default is pending or threatened, then Tenant shall pay the reasonable costs therefor as additional rent. Promptly upon request, Tenant shall execute from time to time affidavits, representations and similar documents concerning Tenant's best knowledge and belief regarding the presence of Hazardous Materials at or in the Building, the Land or the Premises.

6.4 Landlord at its expense (subject to reimbursement pursuant to Article V to the extent permitted thereby) shall take steps necessary to comply with Title III of the ADA to the extent same applies directly to the common areas of the Building as a whole; provided, however, that to the extent any non-compliance is a result of the use or occupancy of the Premises or any action or inaction of Tenant or any Invitee, or if any improvements made by Landlord to comply with the ADA benefit solely the Premises, then such compliance shall be at Tenant's cost. Tenant at its sole cost and expense shall be solely responsible for taking any and all measures which are required to comply with the ADA concerning the Premises (including means of ingress and egress thereto) and the business conducted therein. Any Alterations made or constructed by Tenant for the purpose of complying with the ADA or which otherwise require compliance with the ADA shall be done in accordance with this Lease; provided, that Landlord's consent to such Alterations shall not constitute either Landlord's assumption, in whole or in part, of Tenant's responsibility for compliance with the ADA, or representation or confirmation by Landlord that such Alterations comply with the provisions of the ADA.

ARTICLE VII
ASSIGNMENT AND SUBLETTING

7.1 Tenant shall not assign, transfer or otherwise encumber (collectively, "**assign**") this Lease or all or any of Tenant's rights hereunder or interest herein, or sublet or permit anyone to use or occupy (collectively, "**sublet**") the Premises or any part thereof, without obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, subject to Landlord's rights pursuant to Sections 7.4 and 7.5 hereinbelow. Without limiting the generality of the foregoing sentence, it is specifically agreed that it shall be reasonable for Landlord to withhold its consent to any proposed assignment or subletting of the Premises if (i) the use of the Premises pursuant to such assignment or sublease is not in compliance with Article VI hereof; (ii) the proposed assignee or subtenant is not of a type and quality consistent and compatible with a first class office building and with the Building and its tenants; (iii) Landlord is not reasonably satisfied with the financial condition of the assignee under any such assignment or the sublessee under any such sublease; (iv) the initial Tenant does not remain fully liable as a primary obligor for the payment of all rent and other charges hereunder and for the performance of all its other obligations hereunder; (v) the proposed assignee or subtenant is a governmental or quasi-governmental entity; or (vi) Tenant has defaulted under this Lease. No assignment or right of occupancy hereunder may be effectuated by operation of law or otherwise without the prior written consent of Landlord. Any attempted assignment, transfer or other encumbrance of this Lease or all or any of Tenant's rights hereunder or interest herein, and any sublet or permission to use or occupy the Premises or any part thereof not in accordance with this Article VII shall be void and of no force or effect. Any assignment or subletting, Landlord's consent thereto, or Landlord's collection or acceptance of rent from any assignee or subtenant shall not be construed either as waiving or releasing Tenant from any of its liabilities or obligations under this Lease as a principal and not as a guarantor or surety, or as relieving Tenant or any assignee or subtenant from the obligation of obtaining Landlord's prior written consent to any subsequent assignment or subletting. As security for this Lease, Tenant hereby assigns to Landlord the rent due from any assignee or subtenant of Tenant. For any period during which Tenant is in default hereunder, Tenant hereby authorizes each such assignee or subtenant to pay said rent directly to Landlord upon receipt of notice from Landlord specifying same. Landlord's collection of such rent shall not be construed as an acceptance of such assignee or subtenant as a tenant. Tenant shall not mortgage, pledge, hypothecate or encumber (collectively "**mortgage**") this Lease without Landlord's prior written consent, which consent may be granted or withheld in Landlord's sole and absolute discretion. Tenant shall pay to Landlord an administrative fee equal to five hundred dollars ($500) plus all other reasonable expenses (including attorneys' fees and accounting costs) incurred by Landlord in connection with Tenant's request for Landlord to give its consent to any assignment, subletting, or mortgage. Any sublease, assignment or mortgage shall, at Landlord's option, be effected on forms approved by Landlord. Tenant shall deliver to Landlord a fully-executed copy of each agreement evidencing a sublease, assignment or mortgage within ten (10) days after Tenant's execution thereof.

7.2 If Tenant is a partnership, then any event (whether voluntary, concurrent or related) resulting in a dissolution of Tenant, any withdrawal or change (whether voluntary, involuntary or by operation of law) of partners owning a controlling interest in Tenant (including each general partner), or any structural or other change having the effect of limiting the liability of the partners shall be deemed a voluntary assignment of this Lease subject to the provisions of this Article. If Tenant is a corporation (or a partnership with a corporate general partner), then any event (whether voluntary, concurrent or related) resulting in a dissolution, merger, consolidation or other reorganization of Tenant (or such corporate general partner), or the sale or transfer or relinquishment of the interest of shareholders who, as of the date of this Lease, own a controlling interest of the capital stock of Tenant (or such corporate general partner), shall be deemed a voluntary assignment of this Lease subject to the provisions of this Article; provided, however, that the foregoing portion of this sentence shall not apply to corporations whose stock is traded through a national or regional exchange or over-the-counter market. If Tenant is a limited liability company, then any dissolution of Tenant or a withdrawal or change, whether voluntary, involuntary or by operation of law, of members owning a controlling interest in Tenant shall be deemed a voluntary assignment of this Lease. In addition, a transfer of all or substantially all of the assets of Tenant, either by merger, consolidation, or otherwise shall be deemed to be an assignment under this Article VII.

7.3 If at any time during the Lease Term Tenant desires to assign, sublet or mortgage all or part of this Lease or the Premises, then in connection with Tenant's request to Landlord for Landlord's consent thereto, Tenant shall give notice to Landlord in writing ("**Tenant's Request Notice**") containing: the identity of the proposed assignee, subtenant or other party and a description of its business; the terms of the proposed assignment, subletting or other transaction; the commencement date of the proposed assignment, subletting or other transaction (the "**Proposed Sublease Commencement Date**"); the area proposed to be assigned, sublet or otherwise encumbered (the "**Proposed Sublet Space**"); the most recent financial statement or other evidence of financial responsibility of such proposed assignee, subtenant or other party; and a certification executed by Tenant and such party stating whether or not any premium or other consideration is being paid for the assignment, sublease or other transaction.

7.4 Landlord shall have the right in its sole and absolute discretion to terminate this Lease with respect to the Proposed Sublet Space by sending Tenant written notice of such termination within thirty (30) days after Landlord's receipt of Tenant's Request Notice. If the Proposed Sublet Space does not constitute the entire Premises and Landlord exercises its option to terminate this Lease with respect to the Proposed Sublet Space, then (a) Tenant shall tender the Proposed Sublet Space to Landlord on the Proposed Sublease Commencement Date and such space shall thereafter be deleted from the Premises, and (b) as to that portion of the Premises which is not part of the Proposed Sublet Space, this Lease shall remain in full force and effect except that Base Rent and additional rent shall be reduced pro rata. The cost of any construction required to permit the operation of the Proposed Sublet Space separate from the balance of the Premises shall be paid by Tenant to Landlord as additional rent hereunder. If the Proposed Sublet Space constitutes the entire Premises and Landlord elects to terminate this Lease, then Tenant shall tender the Proposed Sublet Space to Landlord, and this Lease shall terminate, on the Proposed Sublease Commencement Date.

7.5 If any sublease or assignment (whether by operation of law or otherwise, including without limitation an assignment pursuant to the provisions of the Bankruptcy Code or any other Insolvency Law) provides that the subtenant or assignee thereunder is to pay any amount in excess of the rental and other charges due under this Lease, then whether such excess be in the form of an increased monthly or annual rental, a lump sum payment, payment for the sale, transfer or lease of Tenant's fixtures, leasehold improvements, furniture and other personal property, or any other form (and if the subleased or assigned space does not constitute the entire Premises, the existence of such excess shall be determined on a pro-rata basis), Tenant shall pay to Landlord fifty percent (50%) of any such excess or other premium applicable to the sublease or assignment, which amount shall be paid by Tenant to Landlord as additional rent upon such terms as shall be specified by Landlord and in no event later than ten (10) days after any receipt thereof by Tenant. Acceptance by Landlord of any payments due under this Section shall not be deemed to constitute approval by Landlord of any sublease or assignment, nor shall such acceptance waive any rights of Landlord hereunder. Landlord shall have the right to inspect and audit Tenant's books and records relating to any sublease or assignment.

7.6 All restrictions and obligations imposed pursuant to this Lease on Tenant shall be deemed to extend to any subtenant, assignee, licensee, concessionaire or other occupant or transferee, and Tenant shall cause such person to comply with such restrictions and obligations. Any assignee shall be deemed to have assumed obligations as if such assignee had originally executed this Lease and at Landlord's request shall execute promptly a document confirming such assumption. Each sublease is subject to the condition that if the Lease Term is terminated or Landlord succeeds to Tenant's interest in the Premises by voluntary surrender or otherwise, at Landlord's option the subtenant shall be bound to Landlord for the balance of the term of such sublease and shall attorn to and recognize Landlord as its landlord under the then executory terms of such sublease or, at Landlord's sole option, the subtenant shall execute a direct lease with Landlord on Landlord's then-current standard form.

7.7 Notwithstanding anything contained in this Article VII to the contrary, and provided that no default has occurred under this Lease, Tenant, upon prior written notice to Landlord but without Landlord's prior written consent and without being subject to Landlord's rights and Tenant's obligations under Sections 7.4 and 7.5, may engage in Office Sharing (as hereinafter defined) with American Bridge 21st Century Foundation, a District of Columbia nonprofit corporation ("**Foundation**"), without the same constituting a subletting within the meaning of this Article VII. The term "**Office Sharing**" shall mean the use of portions of the Premises by Foundation; provided, however, that Tenant shall not separately demise the space being used for Office Sharing. Notwithstanding the foregoing, Tenant shall not have the right to engage in Office Sharing if the Premises will be used in a manner that is inconsistent with the permitted use set forth in Article VI. For purposes of this Lease, the acts or omissions of the employees or other personnel of Foundation shall be deemed to be the acts or omissions (as applicable) of Tenant or Tenant's employees.

ARTICLE VIII
MAINTENANCE AND REPAIRS

8.1 Tenant, at Tenant's sole cost and expense, shall promptly make all repairs, perform all maintenance, and make all replacements in and to the Premises that are necessary or desirable to keep the Premises in first class condition and repair, in a clean, safe and tenantable condition, and otherwise in accordance with all Laws and the requirements of this Lease. Tenant shall maintain all fixtures, furnishings and equipment located in, or exclusively serving, the Premises in clean, safe and sanitary condition, shall take good care thereof and make all required repairs and replacements thereto. Tenant shall give Landlord prompt written notice of any defects or damage to the structure of, or equipment or fixtures in, the Building or any part thereof. Tenant shall suffer no waste or injury to any part of the Premises, and shall, at the expiration or earlier termination of the Lease Term, surrender the Premises in an order and condition equal to their order and condition on the Lease Commencement Date, except for ordinary wear and tear and as otherwise provided in Article XVII. Except as otherwise provided in Article XVII, all injury, breakage and damage to the Premises and to any other part of the Building or the Land caused by any act or omission of any invitee, agent, employee, subtenant, assignee, contractor, client, family member, licensee, customer or guest of Tenant (collectively, "**Invitees**") or Tenant, shall be repaired by and at Tenant's expense, except that Landlord shall have the right at Landlord's option to make any such repair and to charge Tenant for all costs and expenses incurred in connection therewith. Landlord shall provide and install replacement tubes for Building standard fluorescent light fixtures (subject to reimbursement pursuant to Article V); all other bulbs and tubes for the Premises shall be provided and installed at Tenant's expense.

8.2 Except as otherwise provided in this Lease, Landlord shall (subject to reimbursement pursuant to Article V) keep the exterior and demising walls, load bearing elements, foundations, roof and common areas that form a part of the Building, and the building standard mechanical, electrical, HVAC and plumbing systems, pipes and conduits that are provided by Landlord in the operation of the Building (collectively, the "**Building Structure and Systems**"), clean and in good operating condition and, promptly after becoming aware of any item needing repair, will make repairs thereto. Notwithstanding any of the foregoing to the contrary: (a) maintenance and repair of special tenant areas, facilities, finishes and equipment (including, but not limited to, any special fire protection equipment, telecommunications and computer equipment, kitchen/galley equipment, air-conditioning equipment serving the Premises only and all other furniture, furnishings and equipment of Tenant and all Alterations) shall be the sole responsibility of Tenant and shall be deemed not to be a part of the Building Structure and Systems; and (b) Landlord shall have no obligation to make any repairs brought about by any act or neglect of Tenant or any Invitee.

ARTICLE IX
ALTERATIONS

9.1 Tenant shall accept the Premises in its "as is" condition as of the Lease Commencement Date. Landlord is under no obligation to make any structural or other alterations, decorations, additions, improvements or other changes (collectively, "**Alterations**") in or to the Premises or the Building.

9.2 Tenant shall not make or permit anyone to make any Alterations in or to the Premises or the Building, without the prior written consent of Landlord, which consent may be withheld or granted in Landlord's sole and absolute discretion with respect to Alterations to the Building Structure and Systems and otherwise shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, provided Tenant gives Landlord prior written notice, Tenant may install in the Premises, without obtaining Landlord's prior written consent, minor, nonstructural Alterations of a decorative or cosmetic nature whose value, when combined with the value of all Alterations made without Landlord's consent in the prior twelve (12) month period (all as reasonably determined by Landlord), is less than two thousand five hundred dollars ($2,500.00), which do not adversely impact the Building or the Building Structure and Systems and which do not require a building permit ("**Minor Alterations**"). Any Alterations made by Tenant shall be made: (a) in a good, workmanlike, first-class and prompt manner; (b) using new materials only; (c) by a contractor, on days, at times and under the supervision of an architect approved in writing by Landlord; (d) in accordance with plans and specifications prepared by an engineer or architect reasonably acceptable to Landlord, which plans and specifications shall be approved in writing by Landlord at Landlord's standard charge; (e) in accordance with all Laws and the requirements of any insurance company insuring the Building or any portion thereof; (f) after having obtained any required consent of the holder of any Mortgage; (g) after obtaining public liability and worker's compensation insurance policies approved in writing by Landlord, which policies shall cover every person who will perform any work with respect to such Alteration; and (h) upon request, after Tenant has delivered to Landlord documentation reasonably satisfactory to Landlord evidencing Tenant's financial ability to complete the Alteration in accordance with the provisions of this Lease. As Tenant pays for any such Alterations, Tenant shall obtain and deliver to Landlord written, unconditional partial waivers of mechanics' and materialmen's liens against the Premises and the Building from all contractors, subcontractors, laborers and material suppliers for such Alterations. Promptly after an Alteration is complete, Tenant shall obtain and deliver to Landlord written, unconditional waivers of mechanics' and materialmen's liens against the Premises and the Building from all contractors, subcontractors, laborers and material suppliers for all work, labor and services performed and materials furnished in connection with such Alteration. If any lien (or a petition to establish such lien) is filed in connection with any Alteration, such lien (or petition) shall be discharged by Tenant within ten (10) days thereafter, at Tenant's sole cost and expense, by the payment thereof or by the filing of a bond acceptable to Landlord. If Landlord gives its consent to the making of any Alteration, such consent shall not be deemed to be an agreement or consent by Landlord to subject its interest in the Premises or the Building to any liens which may be filed in connection therewith. All Alterations (including, without limitation, those involving structural, electrical, mechanical or plumbing work, fire and life safety systems, the roof of the Building, the heating, ventilation and air conditioning system of the Premises or the Building, and the roof of the Building) shall, at Landlord's election, be performed by Landlord's designated contractor or subcontractor at Tenant's expense. If Landlord elects not to so perform such work, then Landlord shall be paid a reasonable construction supervision fee (not to exceed three percent (3%) of the "hard" cost of such work). Promptly after the completion of an Alteration, Tenant at its expense shall deliver to Landlord three (3) sets of accurate as-built drawings showing such Alteration in place.

9.3 If any Alterations (other than Minor Alterations) are made without the prior written consent of Landlord, Landlord shall have the right at Tenant's expense to remove and correct such Alterations and restore the Premises and the Building to their condition immediately prior thereto, or to require Tenant to do the same. All Alterations to the Premises or the Building made by either party shall immediately become the property of Landlord and shall remain upon and be surrendered with the Premises as a part thereof at the expiration or earlier termination of the Lease Term; provided, however, that (a) if no Event of Default then exists, then Tenant shall have the right to remove, prior to the expiration or earlier termination of the Lease Term, all movable furniture, furnishings and equipment installed in the Premises solely at the expense of Tenant, and (b) Tenant shall remove all Alterations and other items in the Premises or the Building which Landlord designates in writing for removal. Movable furniture, furnishings and trade fixtures shall be deemed to exclude without limitation any item the removal of which might cause damage to the Premises or the Building or which would normally be removed from the Premises with the assistance of any tool or machinery other than a dolly. Landlord shall have the right at Tenant's expense to repair all damage and injury to the Premises or the Building caused by such removal or to require Tenant to do the same. If such furniture, furnishings and equipment are not removed by Tenant prior to the expiration or earlier termination of the Lease Term, the same shall at Landlord's option become the property of Landlord and shall be surrendered with the Premises as a part thereof; provided, however, that Landlord shall have the right at Tenant's expense to remove from the Premises such furniture, furnishings and equipment and any Alteration which Landlord designates in writing for removal or to require Tenant to do the same. If Tenant fails to return the Premises to Landlord as required by this Section, then Tenant shall pay to Landlord, as additional rent, all costs (including a construction management fee) incurred by Landlord in effecting such return.

9.4 Prior to commencing any Work (as hereinafter defined), Tenant shall furnish to Landlord the name and address of all Contractors (as hereinafter defined) who will be, or are reasonably expected to be, performing any of Work. All such Contractors shall be licensed by the District of Columbia and approved by ASB Capital Management, LLC ("**ASB**"), on behalf of Landlord, and by the business manager of the applicable local AFL-CIO Building and Construction Trades Council ("**BCTC**") (when approved by ASB and the BCTC, such Contractor shall be an "**Approved Contractor**"). Prior to commencing any Work, Tenant shall also furnish to Landlord for approval, not to be unreasonably withheld, a copy of the construction contract(s), including all amendments, change orders and modifications thereof, for the construction and installation of the Work ("**Construction Contract**"). Tenant agrees to comply with the following Quality Contractor Policy and shall cause the Construction Contract to contain provisions requiring the Contractor (and all of its subcontractors) to comply with the following Quality Contractor Policy when performing its Work and when selecting any subcontractors to perform the Work:

> All contractors and subcontractors at any tier performing any construction, repair, refurbishment or restoration (collectively, "**Work**"), including, without limitation, tenant improvements, build-out, alterations, additions, improvements, renovations, repairs, remodeling, painting and installations of fixtures, mechanical, electrical, plumbing, data, security, telecommunication, low voltage or elevator equipment or systems or other equipment, or with respect to any other construction work in, on, or to the Premises or the Building (including any such work performed by any person who contracts to provide services to any portion of the Premises or Building, such as cable, DSL, communications, telecommunications or similar services) (collectively, "**Contractors**") shall: (i) be bound by and signatory to a collective bargaining agreement with a labor organization (a) whose jurisdiction covers the type of Work to be performed on the Building, and (b) who is an Approved Building Trades Department Contractor or Subcontractor (as hereinafter defined); and (ii) observe area standards for wages and other terms and conditions of employment, including fringe benefits. For purposes hereof, an "**Approved Building Trades Department Contractor or Subcontractor**" is a contractor or subcontractor who is currently affiliated with the Building and Construction Trades Department of the AFL-CIO (the "**BCTD**") or, if no such BCTD-affiliated contractor or subcontractor is available for a particular trade (e.g., carpentry work), a contractor or subcontractor which is affiliated with a national trade union which was formerly affiliated with the BCTD and which recognizes (and will recognize and respect, for its work on the Building), the jurisdictional limitations established by the local BCTD. Upon request of Landlord, each such contractor and subcontractor shall provide written certification that all Work performed by such contractor or subcontractor was performed in compliance with such policy.

Contractors may not engage any subcontractor that does not satisfy the provisions of clauses (i) and (ii) above. If at any time a Contractor or subcontractor does not satisfy clauses (i) and (ii) above, such Contractor (and its subcontractors) or subcontractor shall not be an Approved Contractor.

ARTICLE X
SIGNS

10.1 At Landlord's expense (provided that subsequent additions and changes shall be at Tenant's expense), Landlord will list Tenant's name in the Building directory and provide Building standard signage on one suite entry door. No other sign, advertisement or notice referring to Tenant shall be inscribed, painted, affixed or otherwise displayed on any part of the exterior or interior of the Building (including windows and doors) without the prior written approval of Landlord, which may be granted or withheld in Landlord's sole and absolute discretion. If any such item that has not been approved by Landlord is so displayed, then Landlord shall have the right to remove such item at Tenant's expense or to require Tenant to do the same. Landlord reserves the right to install and display signs, advertisements and notices on any part of the exterior or interior of the Building; provided, however that Landlord shall only affix, install, or display signs on the interior of the Premises which pertain to the management or operation of the Building.

ARTICLE XI
SECURITY DEPOSIT

11.1 Simultaneously with Tenant's execution of this Lease, Tenant shall deposit with Landlord the Security Deposit Amount (as defined in Section 1.9) as a security deposit which shall be security for the performance by Tenant of all of Tenant's obligations, covenants, conditions and agreements under this Lease. Landlord shall not be required to maintain such security deposit in a separate account. Except as may be required by law, Tenant shall not be entitled to interest on the security deposit. Within approximately thirty (30) days after the later of the expiration or earlier termination of the Lease Term or Tenant's vacating the Premises, Landlord shall return such security deposit to Tenant, less such portion thereof as Landlord shall have appropriated to satisfy any of Tenant's obligations, or any default by Tenant, under this Lease. If there shall be any default under this Lease by Tenant, then Landlord shall have the right, but shall not be obligated, to use, apply or retain all or any portion of the security deposit for the payment of any (a) Base Rent, additional rent or any other sum as to which Tenant is in default, or (b) amount Landlord may spend or become obligated to spend, or for the compensation of Landlord for any losses incurred, by reason of Tenant's default (including, but not limited to, any damage or deficiency arising in connection with the reletting of the Premises). If any portion of the security deposit is so used or applied, then within three (3) business days after Landlord gives written notice to Tenant of such use or application, Tenant shall deposit with Landlord cash in an amount sufficient to restore the security deposit to the original Security Deposit Amount, and Tenant's failure to do so shall constitute an Event of Default under this Lease.

11.2 If Landlord transfers the security deposit to any purchaser or other transferee of Landlord's interest in the Property, then Tenant shall look only to such purchaser or transferee for the return of the security deposit, and Landlord shall be released from all liability to Tenant for the return of such security deposit. Tenant acknowledges that the holder of any Mortgage shall not be liable for the return of any security deposit made by Tenant hereunder unless such holder actually receives such security deposit. Tenant shall not pledge, mortgage, assign or transfer the Security Deposit or any interest therein.

11.3 Tenant, at its option, shall have the right to deliver to Landlord an unconditional, irrevocable letter of credit (the "**Letter of Credit**") in substitution for the cash security deposit, subject to the following terms and conditions. Such letter of credit shall be (a) in form and substance satisfactory to Landlord in its sole discretion (Landlord hereby approving the form of letter of credit attached hereto as Exhibit E); (b) at all times in the Security Deposit Amount, and shall permit multiple draws; (c) issued by a commercial bank reasonably acceptable to Landlord from time to time and located in the Washington, D.C., metropolitan area; (d) made payable to, and expressly transferable and assignable at no charge by Landlord or the holder of any Mortgage (which transfer/assignment shall be conditioned only upon the execution of a written document in connection therewith), it being understood that if such letter of credit is made payable to the holder of any Mortgage, such letter of credit shall provide that copies of all notices be sent to Landlord; (e) payable at sight to a local branch of the issuer of a simple sight draft; (f) of a term not less than one year; and (g) at least thirty (30) days prior to the then-current expiration date of such letter of credit, either (1) renewed (or automatically and unconditionally extended) from time to time through the ninetieth (90th) day after the expiration of the Lease Term, or (2) replaced with cash in the amount of the Security Deposit. Notwithstanding anything in this Lease to the contrary, any cure or grace periods set forth in this Lease shall not apply to any of the foregoing, and, specifically, if Tenant fails to timely comply with the requirements of subsection (g) above, then Landlord or its assignee shall have the right to immediately draw upon the letter of credit without notice to Tenant and apply the proceeds to the security deposit. Each Letter of Credit shall be issued by a commercial bank that has a credit rating with respect to certificates of deposit, short term deposits or commercial paper of at least P-2 (or equivalent) by Moody's Investor Service, Inc., or at least A-2 (or equivalent) by Standard & Poor's Corporation, and shall be otherwise acceptable to Landlord in its sole and absolute discretion. If the issuer's credit rating is reduced below P-2 (or equivalent) by Moody's Investors Service, Inc. or below A-2 (or equivalent) by Standard & Poor's Corporation, or if the financial condition of such issuer changes in any other materially adverse way, then Landlord or its assignee shall have the right to require that Tenant obtain from a different issuer a substitute letter of credit that complies in all respects with the requirements of this Section, and Tenant's failure to obtain such substitute letter of credit within ten (10) days following Landlord's or its assignee's written demand therefor (with no other notice or cure or grace period being applicable thereto, notwithstanding anything in this Lease to the contrary) shall entitle Landlord or its assignee to immediately draw upon the then existing Letter of Credit in whole or in part, without notice to Tenant. In the event the issuer of any Letter of Credit held by Landlord or its assignee is placed into receivership or conservatorship by the Federal Deposit Insurance Corporation or any successor or similar entity, then, effective as of the date such receivership or conservatorship occurs, said Letter of Credit shall be deemed to not meet the requirements of this Section, and, within ten (10) days thereof, Tenant shall replace such Letter of Credit with other collateral acceptable to Landlord and/or the holder of any mortgage in its sole and absolute discretion (and Tenant's failure to do so shall, notwithstanding anything in this Lease to the contrary, constitute an Event of Default for which there shall be no notice or grace or cure periods being applicable thereto other than the aforesaid ten (10) day period). Any failure or refusal of the issuer to honor the letter of credit shall be at Tenant's sole risk and shall not relieve Tenant of its obligations hereunder with respect to the security deposit.

ARTICLE XII
INSPECTION

12.1 Upon reasonable prior oral notice to Tenant (except in the event of emergency), at all times Tenant shall permit Landlord, its agents and representatives, and the holder of any Mortgage, to enter the Premises without charge therefor and without diminution of the rent payable by Tenant in order to examine, inspect or protect the Premises and the Building, to make such alterations and/or repairs as in the sole and absolute judgment of Landlord may be deemed necessary or desirable, or to exhibit the same to brokers, prospective tenants, lenders, purchasers and others. Except in the event of an emergency, Landlord shall endeavor to minimize disruption to Tenant's normal business operations in the Premises in connection with any such entry.

ARTICLE XIII
INSURANCE

13.1 Tenant shall not conduct or permit to be conducted any activity, or place or permit to be placed any equipment or other item in or about the Premises or the Building, which will in any way increase the rate of fire insurance or other insurance on the Building. If any increase in the rate of fire insurance or other insurance is due to any activity, equipment or other item of Tenant, then (whether or not Landlord has consented to such activity, equipment or other item) Tenant shall pay as additional rent due hereunder the amount of such increase. The statement of any applicable insurance company or insurance rating organization (or other organization exercising similar functions in connection with the prevention of fire or the correction of hazardous conditions) that an increase is due to any such activity, equipment or other item shall be conclusive evidence thereof.

13.2 (a) Throughout the Lease Term, Tenant shall obtain and maintain (1) commercial general liability insurance (written on an occurrence basis) including contractual liability coverage insuring the obligations assumed by Tenant under this Lease (including those set forth in Sections 6.3 and 15.2), premises and operations coverage, broad form property damage coverage and independent contractors coverage, and containing an endorsement for personal injury, (2) business interruption insurance, (3) all-risk property insurance, (4) comprehensive automobile liability insurance (covering automobiles owned by Tenant, if any), (5) worker's compensation insurance, and (6) employer's liability insurance. Such commercial general liability insurance shall be in minimum amounts typically carried by prudent tenants engaged in similar operations, but in no event shall be in an amount less than Two Million Dollars ($2,000,000) combined single limit per occurrence with a Four Million Dollar ($4,000,000) annual aggregate. Such business interruption insurance shall be in minimum amounts typically carried by prudent tenants engaged in similar operations, but in no event shall be in an amount less than the Base Rent then in effect during any Lease Year. Such property insurance shall be in an amount not less than that required to replace all Alterations and all other contents of the Premises (including, without limitation, Tenant's trade fixtures, decorations, furnishings, equipment and personal property). Such automobile liability insurance shall be in an amount not less than One Million Dollars ($1,000,000) for each accident. Such worker's compensation insurance shall carry minimum limits as defined by the law of the jurisdiction in which the Building is located (as the same may be amended from time to time). Such employer's liability insurance shall be in an amount not less than One Million Dollars ($1,000,000) for each accident, One Million Dollars ($1,000,000) disease-policy limit, and One Million Dollars ($1,000,000) disease-each employee.

(b) All such insurance shall: (1) be issued by a company that is licensed to do business in the jurisdiction in which the Building is located, that has been approved in advance by Landlord and that has a rating equal to or exceeding A:XI from Best's Insurance Guide; (2) name Landlord, the managing agent of the Building and the holder of any Mortgage as additional insureds and/or loss payees (as applicable); (3) contain an endorsement that such policy shall remain in full force and effect notwithstanding that the insured may have waived its right of action against any party prior to the occurrence of a loss (Tenant hereby waiving its right of action and recovery against and releasing Landlord and its employees and agents from any and all liabilities, claims and losses for which they may otherwise be liable to the extent Tenant is covered by insurance carried or required to be carried under this Lease); (4) provide that the insurer thereunder waives all right of recovery by way of subrogation against Landlord, its partners, agents, employees, and representatives, in connection with any loss or damage covered by such policy; (5) be acceptable in form and content to Landlord; (6) be primary and non-contributory; (7) contains an endorsement for cross liability and severability of interests; and (8) contain an endorsement prohibiting cancellation, failure to renew, reduction of amount of insurance or change in coverage without the insurer first giving Landlord thirty (30) days' prior written notice (by certified or registered mail, return receipt requested) of such proposed action. No such policy shall contain any deductible provision except as otherwise approved in writing by Landlord, which approval shall not be unreasonably withheld. Landlord reserves the right from time to time to require Tenant to obtain higher minimum amounts or different types of insurance if it becomes customary for other landlords of first-class office buildings in the Washington, D.C., metropolitan area to require similar sized tenants in similar industries to carry insurance of such higher minimum amounts or of such different types of insurance; provided, however, that Landlord shall not exercise such right during the initial Lease Term. Tenant shall deliver a certificate (on Acord Form 27) of all such insurance and receipts evidencing payment therefor (and, upon request, copies of all required insurance policies, including endorsements and declarations) to Landlord concurrently with Tenant's execution of this Lease and at least annually thereafter. Tenant shall give Landlord immediate notice in case of fire, theft or accident in the Premises, and in the case of fire, theft or accident in the Building if involving Tenant, its agents, employees or Invitees. Neither the issuance of any insurance policy required under this Lease nor the minimum limits specified herein shall be deemed to limit or restrict in any way Tenant's liability arising under or out of this Lease.

13.3 Landlord agrees to carry and maintain all-risk property insurance (with replacement cost coverage) covering the Building and Landlord's property therein in an amount required by its insurance company to avoid the application of any coinsurance provision.

Landlord hereby waives its right of recovery against Tenant and releases Tenant from any and all liabilities, claims and losses for which Tenant may otherwise be liable to the extent Landlord is covered by property insurance therefor. Landlord shall use reasonable efforts to secure a waiver of subrogation endorsement from its insurance carrier. Landlord also agrees to carry and maintain commercial general liability insurance in limits it reasonably deems appropriate (but in no event less than the limits required of Tenant pursuant to Section 13.2).

ARTICLE XIV
SERVICES AND UTILITIES

14.1 Subject to Tenant's obligations specified in this Lease: (a) during the Building Hours, Landlord will furnish to the Premises air-conditioning and heating during the seasons they are required in Landlord's reasonable judgment and consistent with other first-class office buildings of comparable age in the East End submarket in Washington, D.C.; and (b) Landlord will provide janitorial service on Monday through Friday (or, at Landlord's option, Sunday through Thursday) only (excluding legal public holidays), electricity sufficient for lighting purposes and normal office use only, water for lavatory and drinking purposes, elevator service (with at least one (1) elevator in operation at all times, except in the event of an emergency), and exterior window-cleaning service. Landlord shall not be liable for any failure to maintain comfortable atmosphere conditions in all or any portion of the Premises due to excessive heat generated by any equipment or machinery installed by Tenant (with or without Landlord's consent), due to any impact that Tenant's furniture, equipment, machinery, millwork or layout of the Premises may have upon the delivery of HVAC to the Premises or due to the occupancy load. If Tenant requires air-conditioning or heat beyond the Building Hours, then Landlord will furnish the same, provided Tenant gives Landlord sufficient advance notice of such requirement. Tenant shall pay for such extra service in accordance with Landlord's then-current schedule, which shall reflect Landlord's cost of providing such service, including labor, cost of electricity and wear and tear on equipment, plus an allowance of ten percent (10%) thereof to cover general overhead; however, during the initial Lease Term, the hourly charge for such extra service shall be sixty-five dollars ($65.00) per floor. If the same after-hours service is also requested by other tenants on the same floor as Tenant, the charge therefor to each tenant requesting such after-hours service shall be a pro-rated amount based upon the square footage of the leased premises of all tenants on the same floor requesting such after-hours services. Notwithstanding anything above to the contrary, Tenant shall have access to the Building twenty-four (24) hours per day each day of the year (except in the event of an emergency). Landlord shall provide a card key (or similar type of) access system to provide access to the Building at times other than the normal hours of operation of the Building. Twenty (20) access cards or other means of access shall be provided to Tenant at no cost to Tenant (except that Landlord may charge Tenant for replacement cards). Tenant shall not permit anyone, except for Tenant's employees and authorized guests, to enter the Building at times other than the normal hours of operation of the Building. At Landlord's request from time to time, Tenant shall inform Landlord of the name of the individual to whom each particular access card or other means of access has been provided.

14.2 Landlord may install checkmeters to electrical circuits serving Tenant's equipment to verify that Tenant is not consuming excessive electricity. If such checkmeters indicate that Tenant's electricity consumption is excessive, then Landlord may install at Tenant's expense submeters to ascertain Tenant's actual electricity consumption, and Tenant shall thereafter pay for such consumption at the then-current price per kilowatt hour charged Landlord by the utility. Tenant's electricity consumption shall be deemed excessive if the electricity consumption in the Premises per square foot of rentable area (including, without limitation, electricity consumed in connection with outlets and lighting use) during any billing period exceeds the average electricity consumption per square foot of rentable area during the same period for typical, similarly situated tenants in the Building, as reasonably calculated by Landlord.

14.3 Tenant shall reimburse Landlord for the cost of any excess water, sewer and chiller usage in the Premises. Excess usage shall mean the excess of the estimated usage in the Premises (per square foot of rentable area) during any billing period over the average usage (per square foot of rentable area) during the same period for the entire Building, as reasonably calculated by Landlord.

14.4 Subject to applicable regulatory prohibitions and the availability of insurance at commercially reasonable rates, Landlord shall provide an unattended fitness facility in the Building (subject to reasonable rules and regulations). The fitness facility (including men's and women's locker rooms with showers) shall be available to Tenant's employees who work at the Building on a non-exclusive first-come, first-served basis. Tenant's employees shall have access to the fitness facility at all times, except from the hours of 9:00 p.m. to 6:00 a.m. Use of the fitness facility shall be at no separate charge to Tenant or its employees, except for reasonable fees for services or extra amenities that may be available including, but not limited to, personal training or group classes. Landlord currently does not intend to provide any of the additional services specified in the preceding sentence. As of the date of Landlord's execution of this Lease, Landlord intends to provide towel service at no separate charge to Tenant or its employees; however, Landlord reserves the right to institute a separate charge for such towel service at any time (and thereafter to modify such charge from time to time) and/or to cease providing towel service at any time. Landlord shall not be liable to Tenant or any of its employees for injuries received by such parties while using the fitness facility, and Tenant agrees to indemnify and save harmless Landlord from any such liability. Landlord may specifically condition the use of the fitness facility by any person upon such person's execution of a written waiver and release holding Landlord harmless from any and all liability, damage, expense, cause of action, suit, claim, judgment and cost of defense arising from injury to such person occurring in the fitness facility or resulting from the use thereof.

14.5 Subject to applicable regulatory prohibitions and the availability of insurance at commercially reasonable rates, Landlord shall provide a roof deck located above the top floor of the Building. Tenant's employees and their guests (so long as such guests are supervised by Tenant) shall have access to the roof deck at all times, on a non-exclusive first-come, first-served basis, except from the hours of 9:00 p.m. to 6:00 a.m. and further excluding such days and times as Landlord shall reasonably determine, including such dates and times as Landlord may be using such roof deck or have granted another tenant exclusive use of such roof deck. Use of the roof deck shall be at no separate charge to Tenant or its employees. Landlord shall not be liable to any person for injuries received while using such roof deck, and Tenant agrees to indemnify and save harmless Landlord from any such liability.

14.6 Subject to applicable regulatory prohibitions and the availability of insurance at commercially reasonable rates, Landlord shall provide a conference room in the Building. Tenant shall be permitted to use such conference room on a non-exclusive first-come, first-served basis during the Building Hours, except such days and times as Landlord shall reasonably determine, including such dates and times as Landlord may be using such conference room or have granted another tenant exclusive use of such conference room. Landlord shall have the right, at its sole option, to institute a reservation system for such conference room. Use of such conference room shall be at no separate charge to Tenant, except that Landlord shall have the right to charge a cleaning and/or set-up fee for use of such conference room, as well as an additional fee if Tenant desires to serve food in such conference room (it being expressly understood and agreed that any such food shall be restricted to the conference room itself and shall not be served or consumed in the hallways or other common areas of the Building) and/or bring additional furniture into such conference room (which fees are subject to change from time to time). Landlord shall not be liable to any person for injuries received while using such conference room, and Tenant agrees to indemnify and save harmless Landlord from any such liability.

14.7 If elevator service and/or HVAC service is interrupted for any reason within Landlord's reasonable control and such interruption shall continue for more than five (5) consecutive business days after written notice of such interruption from Tenant to Landlord, and if such interruption shall render any portion of the Premises unusable for the normal conduct of Tenant's business, and if Tenant in fact does not use or occupy such portion of the Premises during the period of such interruption, then all Base Rent and additional rent payable hereunder with respect to such unusable portion of the Premises shall be abated for the period beginning on the sixth (6^{th}) consecutive business day after such notice and such rental abatement shall continue until such portion of the Premises is tenantable again or Tenant recommences use or occupancy of such portion of the Premises, whichever occurs first.

ARTICLE XV
LIABILITY OF LANDLORD

15.1 Landlord, its employees and agents shall not be liable to Tenant, any Invitee or any other person or entity for any damage (including indirect and consequential damage), injury, loss or claim (including claims for the interruption of or loss to business) based on or arising out of any cause whatsoever (except as otherwise provided in this Section), including without limitation the following: repair to any portion of the Premises or the Building; interruption in the use of the Premises or any equipment therein; any accident or damage resulting from any use or operation (by Landlord, Tenant or any other person or entity) of elevators or heating, cooling, electrical, sewerage or plumbing equipment or apparatus; termination of this Lease by reason of damage to the Premises or the Building; any fire, robbery, theft, vandalism, mysterious disappearance or any other casualty; actions of any other tenant of the Building or of any other person or entity; failure or inability to furnish any service specified in this Lease; and leakage in any part of the Premises or the Building from water, rain, ice or snow that may leak into, or flow from, any part of the Premises or the Building, or from drains, pipes or plumbing fixtures in the Premises or the Building. If any condition exists which may be the basis of a claim of constructive eviction, then Tenant shall give Landlord written notice thereof and a reasonable opportunity to correct such condition, and in the interim Tenant shall not claim that it has been constructively evicted or is entitled to a rent abatement. Any property placed by Tenant or any Invitee in or about the Premises or the Building shall be at the sole risk of Tenant, and Landlord shall not in any manner be held responsible therefor. Any person receiving an article delivered for Tenant shall be acting as Tenant's agent for such purpose and not as Landlord's agent. For purposes of this Article, the term "**Building**" shall be deemed to include the Land. Notwithstanding the foregoing provisions of this Section, Landlord shall not be released from liability to Tenant for any physical injury to any natural person caused by Landlord's willful misconduct to the extent such injury is not covered by insurance (a) carried by Tenant or such person, or (b) required by this Lease to be carried by Tenant; provided, however, that Landlord shall not under any circumstances be liable for any consequential or indirect damages.

15.2 Tenant shall reimburse Landlord, its employees and agents for (as additional rent), and shall indemnify, defend upon request and hold them harmless from and against all costs, damages, claims, liabilities, expenses (including attorneys' fees), losses, penalties and court costs suffered by or claimed against them, directly or indirectly, based on or arising out of, in whole or in part, (a) use and occupancy of the Premises or the business conducted therein, (b) any act or omission of Tenant or any Invitee, (c) any breach of Tenant's obligations under this Lease, including failure to comply with Laws or surrender the Premises upon the expiration or earlier termination of the Lease Term, or (d) any entry by Tenant or any Invitee upon the Land prior to the Lease Commencement Date.

15.3 No landlord hereunder shall be liable for any obligation or liability based on or arising out of any event or condition occurring during the period that such landlord was not the owner of the Building or a landlord's interest therein. Within five (5) days after request, Tenant shall attorn to such transferee and execute, acknowledge and deliver any document submitted to Tenant confirming such attornment.

15.4 Tenant shall not have the right to set off or deduct any amount allegedly owed to Tenant pursuant to any claim against Landlord from any rent or other sum payable to Landlord. Tenant's sole remedy for recovering upon such claim shall be to institute an independent action against Landlord, which action shall not be consolidated with any action of Landlord.

15.5 If Tenant or any Invitee is awarded a money judgment against Landlord, then recourse for satisfaction of such judgment shall be limited to execution against Landlord's estate and interest in the Building. No other asset of Landlord, any partner, director, member, officer or trustee of Landlord (each, an "**officer**") or any other person or entity shall be available to satisfy or be subject to such judgment, nor shall any officer or other person or entity be held to have personal liability for satisfaction of any claim or judgment against Landlord or any officer.

ARTICLE XVI
RULES

16.1 Tenant and Invitees shall at all times abide by and observe the rules specified in Exhibit C. Tenant and Invitees shall also abide by and observe any other rule that Landlord may promulgate from time to time for the operation and maintenance of the Building, provided that notice thereof is given and such rule is not inconsistent with the provisions of this Lease. All rules shall be binding upon Tenant and enforceable by Landlord as if they were contained herein. Nothing contained in this Lease shall be construed as imposing upon Landlord any duty or obligation to enforce such rules, or the terms, conditions or covenants contained in any other lease, as against any other tenant, and Landlord shall not be liable to Tenant for the violation of such rules by any other tenant or its employees, agents, assignees, subtenants, invitees or licensees. Landlord shall use reasonable efforts not to enforce any rule or regulation in a manner which unreasonably discriminates among similarly situated tenants.

ARTICLE XVII
DAMAGE OR DESTRUCTION

17.1 If the Premises or the Building are totally or partially damaged or destroyed thereby rendering the Premises totally or partially inaccessible or unusable, then Landlord shall diligently repair and restore the Premises and the Building to substantially the same condition they were in prior to such damage or destruction; provided, however, that if in Landlord's judgment such repair and restoration cannot be completed within ninety (90) days after the occurrence of such damage or destruction (taking into account the time needed for effecting a satisfactory settlement with any insurance company involved, removal of debris, preparation of plans and issuance of all required governmental permits), then Landlord shall have the right to terminate this Lease by giving written notice of termination within sixty (60) days after the occurrence of such damage or destruction. If this Lease is terminated pursuant to this Article, then rent shall be apportioned (based on the portion of the Premises which is usable after such damage or destruction) and paid to the date of termination. If this Lease is not terminated as a result of such damage or destruction, then until such repair and restoration of the Premises are substantially complete, Tenant shall be required to pay rent only for the portion of the Premises that is usable while such repair and restoration are being made; provided, however, that if such damage or destruction was caused by the gross negligence or willful misconduct of Tenant or any Invitee, then Tenant shall not be entitled to any such rent reduction. After receipt of all insurance proceeds (including proceeds of insurance maintained by Tenant), Landlord shall proceed with and bear the expenses of such repair and restoration of the Premises and the Building; provided, however, that (a) if such damage or destruction was caused by the act or omission of Tenant or any Invitee, then Tenant shall pay Landlord's deductible and the amount by which such expenses exceed the insurance proceeds, if any, actually received by Landlord on account of such damage or destruction, (b) Tenant shall pay the amount by which the cost of restoring any item which Landlord is required to restore and Tenant is required to insure exceeds the insurance proceeds received with respect thereto, and (c) Landlord shall not be required to repair or restore any Alterations or any other contents of the Premises (including, without limitation, Tenant's trade fixtures, decorations, furnishings, equipment or personal property). Notwithstanding anything herein to the contrary, Landlord shall have the right to terminate this Lease if (1) insurance proceeds are insufficient to pay the full cost of such repair and restoration, (2) the holder of any Mortgage fails or refuses to make such insurance proceeds available for such repair and restoration, (3) zoning or other applicable Laws or regulations do not permit such repair and restoration, or (4) the Building is damaged by fire or casualty (whether or not the Premises has been damaged) to such an extent that Landlord decides, in its sole and absolute discretion, not to rebuild or reconstruct the Building.

ARTICLE XVIII
CONDEMNATION

18.1 If one-third or more of the Premises, or the use or occupancy thereof, shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose or sold under threat of such a taking or condemnation (collectively, "**condemned**"), then this Lease shall terminate on the day prior to the date title thereto vests in such authority and rent shall be apportioned as of such date. If less than one-third of the Premises or occupancy thereof is condemned, then this Lease shall continue in full force and effect as to the part of the Premises not so condemned, except that as of the date title vests in such authority Tenant shall not be required to pay rent with respect to the part of the Premises so condemned. Notwithstanding anything herein to the contrary, if twenty-five percent (25%) or more of the Land or the Building is condemned, then whether or not any portion of the Premises is condemned, Landlord shall have the right to terminate this Lease as of the date title vests in such authority.

18.2 All awards, damages and other compensation paid on account of such condemnation shall belong to Landlord, and Tenant assigns to Landlord all rights to such awards, damages and compensation. Tenant shall not make any claim against Landlord or such authority for any portion of such award, damages or compensation attributable to damage to the Premises, value of the unexpired portion of the Lease Term, loss of profits or goodwill, leasehold improvements or severance damages. Nothing contained herein, however, shall prevent Tenant from pursuing a separate claim against the authority for relocation expenses and for the value of furnishings, equipment and trade fixtures installed in the Premises at Tenant's expense and which Tenant is entitled pursuant to this Lease to remove at the expiration or earlier termination of the Lease Term, provided that such claim shall in no way diminish the award, damages or compensation payable to or recoverable by Landlord in connection with such condemnation.

ARTICLE XIX
DEFAULT

19.1 Each of the following shall constitute an "**Event of Default**": (a) Tenant's failure to make when due any payment of the Base Rent, additional rent or other sum; provided, however, that with respect to the first such failure in any twelve (12) month period only, no Event of Default shall be deemed to have occurred unless such failure continues for a period of five (5) business days after Landlord delivers written notice thereof to Tenant; (b) Tenant's failure to perform or observe any covenant or condition of this Lease not otherwise specifically described in this Section 19.1; provided, however, that with respect to the first such failure as to any particular Article of this Lease in any twelve (12) month period only, no Event of Default shall be deemed to have occurred unless such failure continues for thirty (30) days after Landlord delivers written notice thereof to Tenant, or such shorter period as is appropriate if such failure can be cured in a shorter period; provided, however, that such cure period shall not be applicable if, in Landlord's sole and absolute discretion, such failure raises a life/safety issue with respect to the Building or its occupants or visitors, including but not limited to, a threat of personal injury or continuing physical injury to the Building, or if such failure is affecting another tenant's use or occupancy of the Building or its premises; (c) an Event of Bankruptcy as specified in Article

XX; (d) Tenant's dissolution or liquidation; (e) any Environmental Default as specified in Section 6.3; or (f) any subletting, assignment, transfer, mortgage or other encumbrance of the Premises or this Lease not permitted by Article VII.

19.2 If there shall be an Event of Default (even if prior to the Lease Commencement Date), then the provisions of this Section shall apply. Landlord shall have the right, at its sole option, to terminate this Lease. In addition, with or without terminating this Lease, Landlord may re-enter, terminate Tenant's right of possession and take possession of the Premises. The provisions of this Article shall operate as a notice to quit, and Tenant hereby waives any other notice to quit or notice of Landlord's intention to re-enter the Premises or terminate this Lease. If necessary, Landlord may proceed to recover possession of the Premises under applicable Laws, or by such other proceedings, including re-entry and possession, as may be applicable. If Landlord elects to terminate this Lease and/or elects to terminate Tenant's right of possession, everything contained in this Lease on the part of Landlord to be done and performed shall cease without prejudice, however, to Tenant's liability for all Base Rent, additional rent and other sums specified herein. Whether or not this Lease and/or Tenant's right of possession is terminated, Landlord shall have the right, at its sole option, to terminate any renewal or expansion right contained in this Lease and to grant or withhold any consent or approval pursuant to this Lease in its sole and absolute discretion. Landlord may relet the Premises or any part thereof, alone or together with other premises, for such term(s) (which may extend beyond the date on which the Lease Term would have expired but for Tenant's default) and on such terms and conditions (which may include any concessions or allowances granted by Landlord) as Landlord, in its sole and absolute discretion, may determine, but Landlord shall not be liable for, nor shall Tenant's obligations hereunder be diminished by reason of, any failure by Landlord to relet all or any portion of the Premises or to collect any rent due upon such reletting. Whether or not this Lease and/or Tenant's right of possession is terminated or any suit is instituted, Tenant shall be liable for any Base Rent, additional rent, damages or other sum which may be due or sustained prior to such default, and for all costs, fees and expenses (including, but not limited to, attorneys' fees and costs, brokerage fees, expenses incurred in enforcing any of Tenant's obligations under the Lease or in placing the Premises in first-class rentable condition, advertising expenses, and any concessions or allowances granted by Landlord) incurred by Landlord in pursuit of its remedies hereunder and/or in recovering possession of the Premises and renting the Premises to others from time to time plus other actual or consequential damages suffered or incurred by Landlord on account of Tenant's default (including, but not limited to late fees or other charges incurred by Landlord under any Mortgage). Tenant also shall be liable for additional damages which at Landlord's election shall be either one or a combination of the following: (a) an amount equal to the Base Rent and additional rent due or which would have become due from the date of Tenant's default through the remainder of the Lease Term, less the amount of rental, if any, which Landlord receives during such period from others to whom the Premises may be rented (other than any additional rent received by Landlord as a result of any failure of such other person to perform any of its obligations to Landlord), which amount shall be computed and payable in monthly installments, in advance, on the first day of each calendar month following Tenant's default and continuing until the date on which the Lease Term would have expired but for Tenant's default, it being understood that separate suits may be brought from time to time to collect any such damages for any month(s) (and any such separate suit shall not in any manner prejudice the right of Landlord to collect any damages for any subsequent month(s)), or Landlord may defer initiating any such suit until after the expiration of the Lease Term (in which event such deferral shall not be construed as a waiver of Landlord's rights as set forth herein and Landlord's cause of action shall be deemed not to have accrued until the expiration of the Lease Term), and it being further understood that if Landlord elects to bring suits from time to time prior to reletting the Premises, Landlord shall be entitled to its full damages through the date of the award of damages without regard to any Base Rent, additional rent or other sums that are or may be projected to be received by Landlord upon reletting of the Premises; or (b) an amount equal to the sum of (i) all Base Rent, additional rent and other sums due or which would be due and payable under this Lease as of the date of Tenant's default through the end of the scheduled Lease Term, plus (ii) the expenses (including broker and attorneys' fees) and value of all vacancy periods projected by Landlord to be incurred in connection with the reletting of the Premises, minus (iii) any Base Rent, additional rent and other sums which Tenant proves by a preponderance of the evidence would be received by Landlord upon reletting of the Premises from the end of the vacancy period projected by Landlord through the expiration of the scheduled Lease Term. Such amount shall be discounted using a discount factor equal to the yield of the Treasury Note or Bill, as appropriate, having a maturity period approximately commensurate to the remainder of the Term, and such resulting amount shall be payable to Landlord in a lump sum on demand, it being understood that upon payment of such liquidated and agreed final damages, Tenant shall be released from further liability under this Lease with respect to the period after the date of such payment, and that Landlord may bring suit to collect any such damages at any time after an Event of Default shall have occurred. In the event Landlord relets the Premises together with other premises or for a term extending beyond the scheduled expiration of the Lease Term, it is understood that Tenant will not be entitled to apply any base rent, additional rent or other sums generated or projected to be generated by either such other premises or in the period extending beyond the scheduled expiration of the Lease Term (collectively, the "**Extra Rent**") against Landlord's damages. Similarly in proving the amount that would be received by Landlord upon a reletting of the Premises as set forth in clause (iii) above, Tenant shall not take into account the Extra Rent. The provisions contained in this Section shall be in addition to, and shall not prevent the enforcement of, any claim Landlord may have against Tenant for anticipatory breach of this Lease. Nothing herein shall be construed to affect or prejudice Landlord's right to prove, and claim in full, unpaid rent accrued prior to termination of this Lease. If Landlord is entitled, or Tenant is required, pursuant to any provision hereof to take any action upon the termination of the Lease Term, then Landlord shall be entitled, and Tenant shall be required, to take such action also upon the termination of Tenant's right of possession.

19.3 (a) Tenant hereby expressly waives, for itself and all persons claiming by, through or under it, any right of redemption, re-entry or restoration of the operation of this Lease under any present or future Law, including without limitation any such right which Tenant would otherwise have in case Tenant shall be dispossessed for any cause, or in case Landlord shall obtain possession of the Premises as herein provided.

(b) All rights and remedies of Landlord set forth in this Lease are cumulative and in addition to all other rights and remedies available to Landlord at law or in equity, including those available as a result of any anticipatory breach of this Lease. The exercise by Landlord of any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. No delay or failure by Landlord to exercise or enforce any of Landlord's rights or remedies or Tenant's obligations shall constitute a waiver of any such rights, remedies or obligations. Landlord shall not be deemed to have waived any default by Tenant unless such waiver expressly is set forth in a written instrument signed by Landlord. If Landlord waives in writing any default by Tenant, such waiver shall not be construed as a waiver of any covenant, condition or agreement set forth in this Lease except as to the specific circumstances described in such written waiver.

19.4 If Landlord shall institute proceedings against Tenant and a compromise or settlement thereof shall be made, then the same shall not constitute a waiver of the same or of any other covenant, condition or agreement set forth herein, nor of any of Landlord's rights hereunder. Neither the payment by Tenant of a lesser amount than the monthly installment of Base Rent, additional rent or of any sums due hereunder nor any endorsement or statement on any check or letter accompanying a check for payment of rent or other sums payable hereunder shall be deemed an accord and satisfaction. Landlord may accept the same without prejudice to Landlord's right to recover the balance of such rent or other sums or to pursue any other remedy. Notwithstanding any request or designation by Tenant, Landlord may apply any payment received from Tenant to any payment then due. No re-entry by Landlord, and no acceptance by Landlord of keys from Tenant, shall be considered an acceptance of a surrender of this Lease.

19.5 If Tenant fails to make any payment to any third party or to do any act herein required to be made or done by Tenant, then Landlord may, but shall not be required to, make such payment or do such act. The taking of such action by Landlord shall not be considered a cure of such default by Tenant or prevent Landlord from pursuing any remedy it is otherwise entitled to in connection with such default. If Landlord elects to make such payment or do such act, then all expenses incurred by Landlord, plus interest thereon at a rate (the "**Default Rate**") equal to the greater of fifteen percent (15%) per annum or the rate per annum which is five (5) whole percentage points higher than the prime rate published in the Money Rates section of the Wall Street Journal, from the date incurred by Landlord to the date of payment thereof by Tenant, shall constitute additional rent due hereunder; provided, however, that nothing contained herein shall be construed as permitting Landlord to charge or receive interest in excess of the maximum rate then allowed by law.

19.6 If Tenant fails to make any payment of Base Rent, additional rent or any other sum on or before the date such payment is due and payable (without regard to any grace period specified in Section 19.1), then Tenant shall pay to Landlord a late charge of five percent (5%) of the amount of such payment. In addition, such payment and such late fee shall bear interest at the Default Rate from the date such payment or late fee, respectively, became due to the date of payment thereof by Tenant; provided, however, that nothing contained herein shall be construed as permitting Landlord to charge or receive interest in excess of the maximum rate then allowed by law. Such late charge and interest shall constitute additional rent due hereunder without any notice or demand. Notwithstanding the foregoing provisions of this Section 19.6 to the contrary, Landlord shall waive such late fee the first (1^{st}) time in any twelve (12) month period that Tenant fails to make a payment when due, provided such payment is made within five (5) days after the date such payment was due.

19.7 If more than one natural person or entity shall constitute Tenant, then the liability of each such person or entity shall be joint and several. If Tenant is a general partnership or other entity the partners or members of which are subject to personal liability, then the liability of each such partner or member shall be joint and several. No waiver, release or modification of the obligations of any such person or entity shall affect the obligations of any other such person or entity.

ARTICLE XX
BANKRUPTCY

20.1 An "**Event of Bankruptcy**" is the occurrence with respect to any of Tenant, a Guarantor or any other person liable for Tenant's obligations hereunder (including, without limitation, any general partner (or, if Tenant is a limited liability company, any member of Tenant) of Tenant (a "**General Partner**")) of any of the following: (a) such person becoming insolvent, as that term is defined in Title 11 of the United States Code (the "**Bankruptcy Code**") or under the insolvency laws of any state (the "**Insolvency Laws**"); (b) appointment of a receiver or custodian for any property of such person, or the institution of a foreclosure or attachment action upon any property of such person; (c) filing by such person of a voluntary petition under the provisions of the Bankruptcy Code or Insolvency Laws; (d) filing of an involuntary petition against such person as the subject debtor under the Bankruptcy Code or Insolvency Laws, which either (1) is not dismissed within thirty (30) days after filing, or (2) results in the issuance of an order for relief against the debtor; (e) such person making or consenting to an assignment for the benefit of creditors or a composition of creditors; or (f) such person submitting (either before or after execution hereof) to Landlord any financial statement containing any material inaccuracy or omission. At any time upon not less than five (5) days' prior written notice, Tenant shall submit such information concerning the financial condition of Tenant, any Guarantor or any other person liable for Tenant's obligations hereunder (including, without limitation, any General Partner), as Landlord may request. Tenant warrants that all such information heretofore and hereafter submitted is and shall be correct and complete.

20.2 Upon occurrence of an Event of Bankruptcy, Landlord shall have all rights and remedies available pursuant to Article XIX; provided, however, that while a case (the "**Case**") in which Tenant is the subject debtor under the Bankruptcy Code is pending, Landlord's right to terminate this Lease shall be subject, to the extent required by the Bankruptcy Code, to any rights of Tenant or its trustee in bankruptcy (collectively, "**Trustee**") to assume or assume and assign this Lease pursuant to the Bankruptcy Code. After the commencement of a Case: (i) Trustee shall perform all post-petition obligations of Tenant under this Lease; and (ii) if Landlord is entitled to damages (including, without limitation, unpaid rent) pursuant to the terms of this Lease, then all such damages shall be entitled to administrative expense priority pursuant to the Bankruptcy Code. Any person or entity to which this Lease is assigned pursuant to the Bankruptcy Code shall be deemed without further act or deed to have assumed all of the obligations arising under this Lease on and after the date of assignment, and any such assignee shall upon request execute and deliver to Landlord an instrument confirming such assumption. Trustee shall not have the right to assume or assume and assign this Lease unless Trustee promptly (a) cures all defaults under this Lease, (b) compensates Landlord for damages incurred as a result of such defaults, (c) provides adequate assurance of future performance on the part of

Trustee as debtor in possession or Trustee's assignee, and (d) complies with all other requirements of the Bankruptcy Code. If Trustee fails to assume or assume and assign this Lease in accordance with the requirements of the Bankruptcy Code within sixty (60) days after the initiation of the Case, then Trustee shall be deemed to have rejected this Lease. If this Lease is rejected or deemed rejected, then Landlord shall have all rights and remedies available to it pursuant to Article XIX. Adequate assurance of future performance shall require, among other things, that the following minimum criteria be met: (1) Tenant's gross receipts in the ordinary course of business during the thirty (30) days preceding the Case must be greater than ten (10) times the next monthly installment of Base Rent and additional rent due; (2) Both the average and median of Tenant's monthly gross receipts in the ordinary course of business during the seven (7) months preceding the Case must be greater than the next monthly installment of Base Rent and additional rent due; (3) Trustee must pay its estimated pro-rata share of the cost of all services performed or provided by Landlord (whether directly or through agents or contractors and whether or not previously included as part of Base Rent) in advance of the performance or provision of such services; (4) Trustee must agree that Tenant's business shall be conducted in a first-class manner, and that no liquidating sale, auction or other non-first-class business operation shall be conducted in the Premises; (5) Trustee must agree that the use of the Premises as stated in this Lease shall remain unchanged and that no prohibited use shall be permitted; (6) Trustee must agree that the assumption or assumption and assignment of this Lease shall not violate or affect the rights of other tenants of the Building; (7) Trustee must pay at the time the next monthly installment of Base Rent is due, in addition to such installment, an amount equal to the monthly installments of Base Rent, and additional rent due for the next six (6) months thereafter, such amount to be held as a security deposit; (8) Trustee must agree to pay, at any time Landlord draws on such security deposit, the amount necessary to restore such security deposit to its original amount; (9) Trustee must comply with all duties and obligations of Tenant under this Lease; and (10) All assurances of future performance specified in the Bankruptcy Code must be provided.

ARTICLE XXI
SUBORDINATION

21.1 This Lease is subject and subordinate to the lien, provisions, operation and effect of all mortgages, deeds of trust, ground leases or other security instruments which may now or hereafter encumber the Building or the Land (collectively, "**Mortgages**"), to all funds and indebtedness intended to be secured thereby, and to all renewals, extensions, modifications, recastings or refinancings thereof. The holder of any Mortgage to which this Lease is subordinate shall have the right (subject to any required approval of the holders of any superior Mortgage) at any time to declare this Lease to be superior to the lien, provisions, operation and effect of such Mortgage and Tenant shall execute, acknowledge and deliver all documents required by such holder in confirmation thereof.

21.2 Tenant shall at Landlord's request promptly execute any requisite or appropriate document confirming the foregoing subordination. Tenant appoints Landlord as Tenant's attorney-in-fact to execute any such document for Tenant. Tenant waives the provisions of any statute or rule of law now or hereafter in effect which may give or purport to give Tenant any right to terminate or otherwise adversely affect this Lease and Tenant's obligations hereunder in the event any foreclosure proceeding is prosecuted or completed or in the event the Building, the Land or Landlord's interest therein is transferred by foreclosure, by deed in lieu of foreclosure or otherwise. If this Lease is not extinguished upon any such transfer or by the transferee following such transfer, then, at the request of such transferee, Tenant shall attorn to such transferee and shall recognize such transferee as the landlord under this Lease. Tenant agrees that upon any such attornment, such transferee shall not be (a) bound by any payment of the Base Rent or additional rent more than one (1) month in advance, except prepayments in the nature of security for the performance by Tenant of its obligations under this Lease, but only to the extent such prepayments have been delivered to such transferee, (b) bound by any amendment of this Lease made without the consent of the holder of each Mortgage existing as of the date of such amendment, (c) liable for damages for any breach, act or omission of any prior landlord, or (d) subject to any offsets or defenses which Tenant might have against any prior landlord; provided, however, that after succeeding to Landlord's interest under this Lease, such transferee shall agree to perform in accordance with the terms of this Lease all obligations of Landlord arising after the date of transfer. Within fifteen (15) days after the request of such transferee, Tenant shall execute, acknowledge and deliver any requisite or appropriate document submitted to Tenant confirming such attornment.

21.3 If any prospective or current holder of a Mortgage requires that modifications to this Lease be obtained, and provided that such modifications (a) are reasonable, (b) do not adversely affect in a material manner Tenant's use of the Premises as herein permitted, and (c) do not increase the rent and other sums to be paid by Tenant, then Landlord may submit to Tenant an amendment to this Lease incorporating such required modifications, and Tenant shall execute, acknowledge and deliver such amendment to Landlord within fifteen (15) days after Tenant's receipt thereof.

21.4 If (a) the Building or the Land, or both, are at any time subject to a Mortgage, (ii) this Lease and rent payable hereunder is assigned to the holder of the Mortgage, and (iii) the Tenant is given notice of such assignment, including the name and address of the assignee, then, in that event, Tenant shall not terminate this Lease or make any abatement in the rent payable hereunder for any default on the part of the Landlord without first giving notice, in the manner provided elsewhere in this Lease for the giving of notices, to the holder of such Mortgage, specifying the default in reasonable detail, and affording such holder a reasonable opportunity to make performance, at its election, for and on behalf of the Landlord, except that (x) such holder shall have at least 30 days to cure the default; (y) if such default cannot be cured with reasonable diligence and continuity within 30 days, such holder shall have any additional time as may be reasonably necessary to cure the default with reasonable diligence and continuity; and (z) if the default cannot reasonably be cured without such holder having obtained possession of the Building, such holder shall have such additional time as may be reasonably necessary under the circumstances to obtain possession of the Building and thereafter to cure the default with reasonable diligence and continuity. If more than one such holder makes a written request to Landlord to cure the default, the holder making the request whose lien is the most senior shall have such right.

ARTICLE XXII
<u>HOLDING OVER</u>

22.1 Tenant acknowledges that it is extremely important that Landlord have substantial advance notice of the date on which Tenant will vacate the Premises, because Landlord will require an extensive period to locate a replacement tenant and because Landlord plans its entire leasing and renovation program for the Building in reliance on its lease expiration dates. Tenant also acknowledges that if Tenant fails to surrender the Premises or any portion thereof at the expiration or earlier termination of the Lease Term, then it will be conclusively presumed that the value to Tenant of remaining in possession, and the loss that will be suffered by Landlord as a result thereof, far exceed the Base Rent and additional rent that would have been payable had the Lease Term continued during such holdover period. Therefore, if Tenant (or anyone claiming through Tenant) does not immediately surrender the Premises or any portion thereof upon the expiration or earlier termination of the Lease Term, then Tenant shall automatically forfeit all rights to the security deposit then being held by Landlord pursuant to this Lease and the rent payable by Tenant hereunder shall be increased to equal the greater of (1) one hundred twenty-five percent (125%) of the fair market rent for the entire Premises, or (2) the following percentages of the Base Rent, additional rent and other sums that would have been payable pursuant to the provisions of this Lease if the Lease Term had continued during such holdover period: one hundred fifty percent (150%) for the first month of such holdover and two hundred percent (200%) thereafter. Such rent shall be computed by Landlord and paid by Tenant on a monthly basis and shall be payable on the first day of such holdover period and the first day of each calendar month thereafter during such holdover period until the Premises have been vacated. Notwithstanding any other provision of this Lease, Landlord's acceptance of such rent shall not in any manner adversely affect Landlord's other rights and remedies, including Landlord's right to evict Tenant and to recover all damages. Any such holdover shall be deemed to be a tenancy-at-sufferance and not a tenancy-at-will or tenancy from month-to-month. In no event shall any holdover be deemed a permitted extension or renewal of the Lease Term, and nothing contained herein shall be construed to constitute Landlord's consent to any holdover or to give Tenant any right with respect thereto.

ARTICLE XXIII
COVENANTS OF LANDLORD

23.1 Landlord covenants that it has the right to enter into this Lease, and that if Tenant shall perform timely all of its obligations hereunder, then, subject to the provisions of this Lease, Tenant shall during the Lease Term peaceably and quietly occupy and enjoy the full possession of the Premises without hindrance by Landlord or any party claiming through or under Landlord.

23.2 Landlord reserves the following rights: (a) to change the street address and name of the Building (provided, however, that if Landlord voluntarily changes the street address or name of the Building. Landlord shall reimburse Tenant for the reasonable out-of-pocket costs of replacing its on-hand stationery, business cards and promotional materials, up to an amount equal to one thousand dollars ($1,000.00)); (b) to change the arrangement and location of entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets or other public parts of the Building; (c) to erect, use and maintain pipes, wires, structural supports, ducts and conduits in and through the Premises; (d) to grant to anyone the exclusive right to conduct any particular business in the Building not inconsistent with Tenant's permitted use of the Premises; (e) to exclusively use and/or lease the roof areas, the sidewalks and other exterior areas; (f) to resubdivide the Land or to combine the Land with other lands; (g) to relocate any parking areas designated for Tenant's use; (h) if Tenant vacates the Premises prior to the expiration of the Lease Term, to make Alterations to or otherwise prepare the Premises for reoccupancy without relieving Tenant of its obligation to pay all Base Rent, additional rent and other sums due under this Lease through such expiration; (i) to construct improvements (including kiosks) on the Land and in the public and common areas of the Building; (j) to prohibit smoking in the entire Building or portions thereof (including the Premises) and on the Land, so long as such prohibitions are in accordance with applicable law; and (k) if any excavation or other substructure work shall be made or authorized to be made upon land adjacent to the Building or the Land, to enter the Premises for the purpose of doing such work as is required to preserve the walls of the Building and to preserve the land from injury or damage and to support such walls and land by proper foundations. Landlord may exercise any or all of the foregoing rights without being deemed to be guilty of an eviction, actual or constructive, or a disturbance of Tenant's business or use or occupancy of the Premises.

ARTICLE XXIV
PARKING

24.1 During the Lease Term, upon the request of Tenant, Landlord agrees to make available to Tenant and its employees monthly parking permits for the unreserved parking of standard-sized passenger automobiles in the garage on the lower levels of the Building (the "**Garage**") in an amount equal to one permit for each one thousand two hundred fifty (1,250) square feet of rentable area of the Premises. The charge for such permits shall be the prevailing rate charged from time to time by Landlord or the operator of the Garage. Notwithstanding the foregoing, Landlord does not guarantee the availability of such monthly parking permits to Tenant during the fourth (4^{th}) or any subsequent month of the Lease Term if and to the extent that Tenant does not purchase such monthly parking permits during the third (3^{rd}) month and each subsequent month of the Lease Term. Tenant shall notify Landlord at least sixty (60) days before the anticipated Rent Commencement Date of the initial number of monthly parking permits Tenant will require. Tenant shall notify Landlord at least thirty (30) days in advance of any change in the number of monthly parking permits. Tenant shall not assign, sublet or transfer any parking permits. Any attempted assignment, sublet, or transfer shall be void. Landlord reserves the right to institute either a valet parking system or a self-parking system. Tenant and its employees shall observe reasonable safety precautions in the use of the Garage and shall at all times abide by all rules and regulations governing the use of the Garage promulgated by Landlord or the Garage operator. The Garage will remain open on Monday through Friday (excluding legal holidays) during the hours of 7:00 a.m. to 7:00 p.m. Landlord reserves the right to close the Garage during periods of unusually inclement weather or for repairs. At all times when the Garage is closed, monthly permit holders shall be afforded access to the Garage by means of a magnetic card or other procedure provided by Landlord or the Garage operator. Landlord does not assume any responsibility, and shall not be held liable, for any damage or loss to any automobile or personal property in or about the Garage, or for any injury sustained by any person in or about the Garage.

ARTICLE XXV
GENERAL PROVISIONS

25.1 Tenant acknowledges that neither Landlord nor any broker, agent or employee of Landlord has made any representation or promise with respect to the Premises or the Building except as herein expressly set forth, and no right, privilege, easement or license is being acquired by Tenant except as herein expressly set forth.

25.2 Nothing contained in this Lease shall be construed as creating any relationship between Landlord and Tenant other than that of landlord and tenant. Tenant shall not use the name of the Building for any purpose other than as the address of the business to be conducted by Tenant in the Premises, use the name of the Building as Tenant's business address after Tenant vacates the Premises, or do or permit to be done anything in connection with Tenant's business or advertising which in the reasonable judgment of Landlord may reflect unfavorably on Landlord or the Building or confuse or mislead the public as to any apparent connection or relationship between Landlord, the Building and Tenant.

25.3 Landlord and Tenant each warrants to the other that in connection with this Lease it has not employed or dealt with any broker, agent or finder, other than the Broker(s). Landlord acknowledges that Landlord shall pay any commission or fee due to the Broker(s) pursuant to a separate agreement. Tenant shall indemnify and hold Landlord harmless from and against any claim for brokerage or other commissions asserted by any broker, agent or finder employed by Tenant or with whom Tenant has dealt, other than the Broker(s).

25.4 At any time and from time to time, upon not less than fifteen (15) days' prior written notice, Tenant and each subtenant, assignee, licensee or concessionaire or occupant of Tenant shall execute, acknowledge and deliver to Landlord and/or any other person or entity designated by Landlord, a written statement certifying: (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications); (b) the dates to which the rent and any other charges have been paid; (c) whether or not Landlord is in default in the performance of any obligation, and if so, specifying the nature of such default; (d) the address to which notices to Tenant are to be sent; (e) that this Lease is subject and subordinate to all Mortgages encumbering the Building or the Land; (f) that Tenant has accepted the Premises and that all work thereto has been completed (or if such work has not been completed, specifying the incomplete work); and (g) such other matters as Landlord may reasonably request. Any such statement may be relied upon by any owner of the Building or the Land, any prospective purchaser of the Building or the Land, any holder or prospective holder of a Mortgage or any other person or entity. Tenant acknowledges that time is of the essence to the delivery of such statements and that Tenant's failure to deliver timely such statements may cause substantial damages resulting from, for example, delays in obtaining financing secured by the Building. Tenant shall be liable for all such damages. If any such statement is not delivered timely by Tenant, then all matters contained in such statement shall be deemed true and accurate.

25.5 LANDLORD, TENANT, ALL GUARANTORS AND ALL GENERAL PARTNERS EACH WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM

OR COUNTERCLAIM BROUGHT IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT HEREUNDER, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM OF INJURY OR DAMAGE. TENANT CONSENTS TO SERVICE OF PROCESS AND ANY PLEADING RELATING TO ANY SUCH ACTION AT THE PREMISES; PROVIDED, HOWEVER, THAT NOTHING HEREIN SHALL BE CONSTRUED AS REQUIRING SUCH SERVICE AT THE PREMISES. LANDLORD, TENANT, ALL GUARANTORS AND ALL GENERAL PARTNERS EACH WAIVES ANY OBJECTION TO THE VENUE OF ANY ACTION FILED IN ANY COURT SITUATED IN THE JURISDICTION IN WHICH THE BUILDING IS LOCATED, AND WAIVES ANY RIGHT, CLAIM OR POWER, UNDER THE DOCTRINE OF FORUM NON CONVENIENS OR OTHERWISE, TO TRANSFER ANY SUCH ACTION TO ANY OTHER COURT.

25.6 All notices or other communications required under this Lease shall be in writing and shall be deemed duly given and received when delivered in person (with receipt therefor), on the next business day after deposit with a recognized overnight delivery service, or on the second (2^{nd}) business day after being sent by certified or registered mail, return receipt requested, postage prepaid, to the following addresses: (a) if to Landlord, at each of the Landlord Notice Addresses specified in Article I, with a copy to Pillsbury Winthrop Shaw Pittman LLP, 2300 N Street, N.W., Washington, D.C. 20037, Attention: Christian A. Buerger, Esq.; (b) if to Tenant, at the Tenant Notice Address specified in Article I. Either party may change its address for the giving of notices by notice given in accordance with this Section. If Landlord or the holder of any Mortgage notifies Tenant that a copy of any notice to Landlord shall be sent to such holder at a specified address, then Tenant shall send (in the manner specified in this Section and at the same time such notice is sent to Landlord) a copy of each such notice to such holder, and no such notice shall be considered duly sent unless such copy is so sent to such holder. Any such holder shall have the rights set forth in Section 21.4. Any cure of Landlord's default by such holder shall be treated as performance by Landlord.

25.7 Each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, then such provision shall be deemed to be replaced by the valid and enforceable provision most substantively similar to such invalid or unenforceable provision, and the remainder of this Lease and the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby. Nothing contained in this Lease shall be construed as permitting Landlord to charge or receive interest in excess of the maximum rate allowed by law.

25.8 Feminine, masculine or neuter pronouns shall be substituted for those of another form, and the plural or singular shall be substituted for the other number, in any place in which the context may require such substitution.

25.9 The provisions of this Lease shall be binding upon and inure to the benefit of the parties and each of their respective representatives, successors and assigns, subject to the provisions herein restricting assignment or subletting.

25.10 This Lease contains and embodies the entire agreement of the parties hereto and supersedes all prior agreements, negotiations, letters of intent, proposals, representations, warranties, understandings, suggestions and discussions, whether written or oral, between the parties hereto. Any representation, inducement, warranty, understanding or agreement that is not expressly set forth in this Lease shall be of no force or effect. This Lease may be modified or changed in any manner only by an instrument signed by both parties. This Lease includes and incorporates all Exhibits attached hereto.

25.11 This Lease shall be governed by the Laws of the jurisdiction in which the Building is located. There shall be no presumption that this Lease be construed more strictly against the party who itself or though its agent prepared it, it being agreed that all parties hereto have participated in the preparation of this Lease and that each party had the opportunity to consult legal counsel before the execution of this Lease.

25.12 Headings are used for convenience and shall not be considered when construing this Lease.

25.13 The submission of an unsigned copy of this document to Tenant shall not constitute an offer or option to lease the Premises. This Lease shall become effective and binding only upon execution and delivery by both Landlord and Tenant.

25.14 Time is of the essence with respect to each of Tenant's obligations hereunder.

25.15 This Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which together constitute one and the same document. Faxed signatures shall have the same binding effect as original signatures.

25.16 Neither this Lease nor a memorandum thereof shall be recorded.

25.17 Landlord reserves the right to make reasonable changes and modifications to the plans and specifications for the Building without Tenant's consent, provided such changes or modifications do not materially and adversely change the character of the Building.

25.18 The rentable area in the Building and in the Premises has been measured by Landlord's architect in accordance with the ANSI/BOMA Z65.1-1996 method of measurement.

25.19 Except as otherwise provided in this Lease, any additional rent or other sum owed by Tenant to Landlord (other than Base Rent), and any cost, expense, damage or liability incurred by Landlord for which Tenant is liable, shall be considered additional rent payable pursuant to this Lease to be paid by Tenant no later than ten (10) days after the date Landlord notifies Tenant of the amount thereof.

25.20 Tenant's liabilities and obligations with respect to the period prior to the expiration or earlier termination of the Lease Term shall survive such expiration or earlier termination.

25.21 If Landlord is in any way delayed or prevented from performing any obligation due to fire, act of God, governmental act or failure to act, strike, labor dispute, inability to procure materials, or any cause beyond Landlord's reasonable control (whether similar or dissimilar to the foregoing events), then the time for performance of such obligation shall be excused for the period of such delay or prevention and extended for a period equal to the period of such delay, interruption or prevention.

25.22 Landlord's review, approval and consent powers (including the right to review plans and specifications) are for its benefit only. Such review, approval or consent (or conditions imposed in connection therewith) shall be deemed not to constitute a representation concerning legality, safety or any other matter.

25.23 The deletion of any printed, typed or other portion of this Lease shall not evidence the parties' intention to contradict such deleted portion. Such deleted portion shall be deemed not to have been inserted in this Lease.

25.24 At the expiration or earlier termination of the Lease Term, Tenant shall deliver to Landlord all keys and security cards to the Building and the Premises, whether such keys were furnished by Landlord or otherwise procured by Tenant, and shall inform Landlord of the combination of each lock, safe and vault, if any, in the Premises.

25.25 Tenant and the person executing and delivering this Lease on Tenant's behalf each represents and warrants that such person is duly authorized to so act; that Tenant is duly organized, is qualified to do business in the jurisdiction in which the Building is located, is in good standing under the Laws of the state of its organization and the Laws of the jurisdiction in which the Building is located, and has the power and authority to enter into this Lease; and that all action required to authorize Tenant and such person to enter into this Lease has been duly taken.

25.26 Any elimination or shutting off of light, air, or view by any structure which may be erected on lands adjacent to the Building shall in no way effect this Lease or impose any liability on Landlord.

25.27 [Intentionally omitted].

25.28 Neither Tenant nor any other person having an interest in the possession, use, occupancy or utilization of the Premises shall enter into any lease, sublease, license, concession, assignment or other agreement for use, occupancy or utilization for space in the Premises which provides for rental or other payment for such use, occupancy or utilization based in whole or in part on the net income or profits derived by any person from the party leased, used, occupied or utilized (other than an amount based on a fixed percentage or percentages of receipts or sales), and Tenant agrees that any such proposed lease, sublease, license, concession, assignment or other agreement shall be absolutely void and ineffective as a conveyance of any right or interest in the possession, use, occupancy or utilization of any part of the Premises.

25.29 The parties intend that all payments made to Landlord under this Lease will qualify as rents from real property for purposes of Section 512(b)(3) of the Internal Revenue Code of 1986, as amended ("**Qualified Rents**"). If Landlord, in its sole discretion, advises Tenant that there is any risk that all or part of any payments made under this Lease will not qualify as Qualified Rents, Tenant agrees (i) to cooperate with landlord to restructure this Lease in such manner as may be necessary to enable such payments to be treated as Qualified Rents, and (ii) to permit an assignment of this Lease, in each case provided such restructuring or assignment will not have a material economic impact on Tenant.

25.30 Each of Landlord and Tenant, each as to itself, hereby represents its compliance with all applicable anti-money laundering laws, including, without limitation, the USA Patriot Act, and the laws administered by the United States Treasury Department's Office of Foreign Assets Control, including, without limitation, Executive Order 13224 ("**Executive Order**"). Each of Landlord and Tenant further represents (i) that it is not, and it is not owned or controlled directly or indirectly by any person or entity, on the SDN List published by the United States Treasury Department's Office of Foreign Assets Control and (ii) that it is not a person otherwise identified by government or legal authority as a person with whom a U.S. Person is prohibited from transacting business. As of the date hereof, a list of such designations and the text of the Executive Order are published under the internet website address www.ustreas.gov/offices/enforcement/ofac.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease under seal as of the day and year first above written.

WITNESS:

LANDLORD:

SQUARE 516S OFFICE VENTURE, LLC,
a Delaware limited liability company

____

By: ____________________[SEAL]
Name: ____________________
Title: ____________________

WITNESS/ATTEST:

TENANT:

AMERICAN BRIDGE 21ST CENTURY,
a District of Columbia nonprofit corporation

____

By: [signature] [SEAL]
Name: Rodell J. Mollineau
Title: President

EXHIBIT A

PLAN SHOWING PREMISES

[see attached]

EXHIBIT A

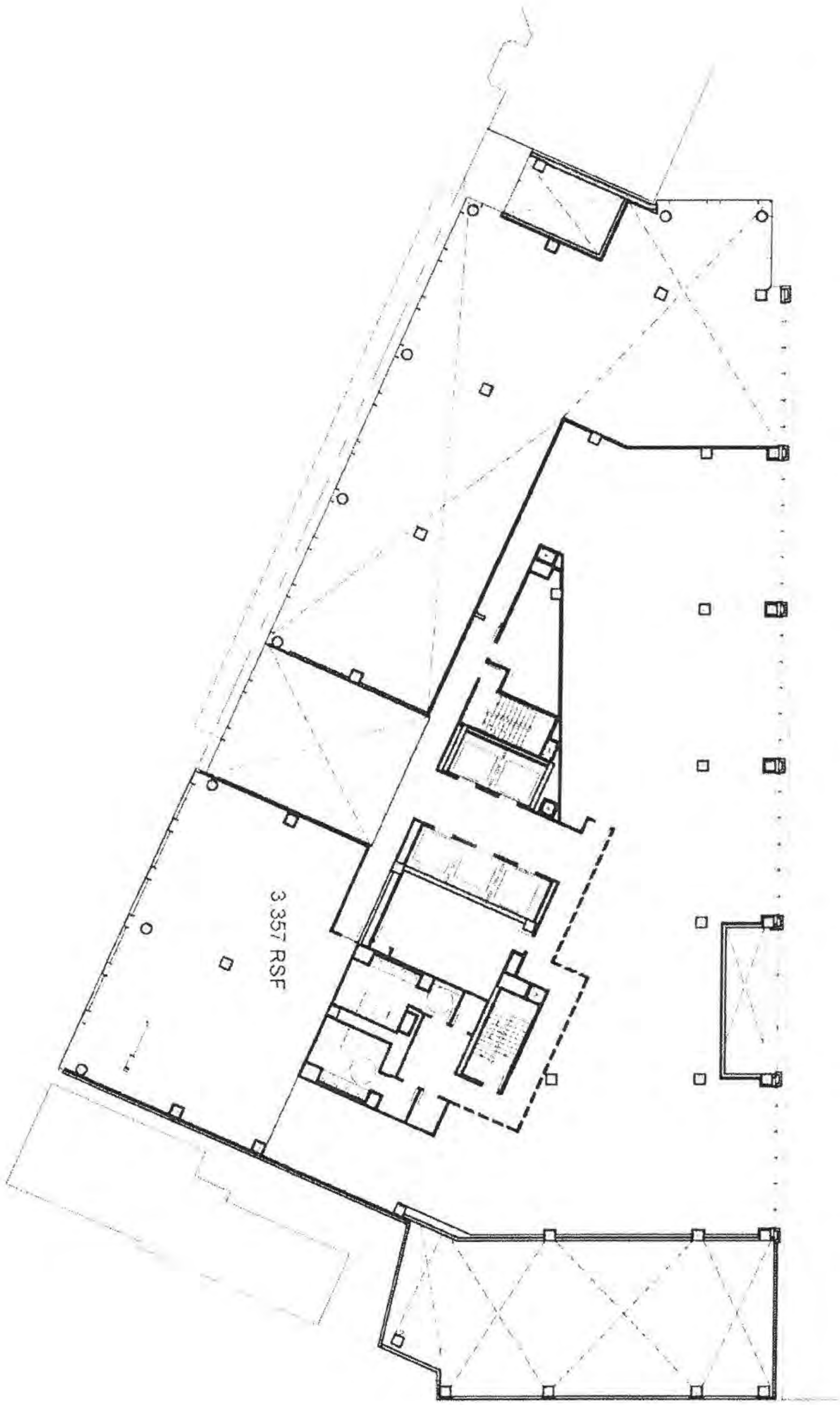

EXHIBIT B

[INTENTIONALLY OMITTED]

EXHIBIT C

RULES AND REGULATIONS

This Exhibit is attached to and made a part of that certain Lease Agreement dated as of _____________, 2011 (the "**Lease**"), by and between Square 516S Office Venture, LLC ("**Landlord**"), and American Bridge 21st Century ("**Tenant**").

The following rules and regulations have been formulated for the safety and well-being of all tenants of the Building. Strict adherence to these rules and regulations is necessary to guarantee that every tenant will enjoy a safe and undisturbed occupancy of its premises. Any violation of these rules and regulations by Tenant shall constitute a default by Tenant under the Lease.

A. ALL TENANTS.

The following rules shall be applicable to all tenants of the Building:

1. Tenant shall not obstruct or encumber or use for any purpose other than ingress and egress to and from the Premises any sidewalk, entrance, passage, court, elevator, vestibule, stairway, corridor, hall or other part of the Building not exclusively occupied by Tenant. No bottles, parcels or other articles shall be placed, kept or displayed on window ledges, in windows or in corridors, stairways or other public parts of the Building. Tenant shall not place any showcase, mat or other article outside the Premises.

2. Landlord shall have the right to control and operate the public portions of the Building and the facilities furnished for common use of the tenants, in such manner as Landlord deems best for the benefit of the tenants generally. Tenant shall not permit the visit to the Premises of persons in such numbers or under such conditions as to interfere with the use and enjoyment of the entrances, corridors, elevators and other public portions or facilities of the Building by other tenants. Tenant shall coordinate in advance with Landlord's property management department all deliveries to the Building so that arrangements can be made to minimize such interference. Tenant shall not permit its employees and invitees to congregate in the elevator lobbies or corridors of the Building. Canvassing, soliciting and peddling in the Building are prohibited, and Tenant shall cooperate to prevent the same.

3. Tenant shall not attach, hang or use in connection with any window or door of the Premises any drape, blind, shade or screen, without Landlord's prior written consent. All awnings, drapes projections, curtains, blinds, shades, screens and other fixtures shall be of a quality, type, design and color, and shall be attached in a manner, approved in writing by Landlord. Any Tenant-supplied window treatments shall be installed behind Landlord's standard window treatments so that Landlord's standard window treatments will be what is visible to persons outside the Building. Drapes (whether installed by Landlord or Tenant) which are visible from the exterior of the Building shall be cleaned by Tenant at least once a year, without notice from Landlord, at Tenant's own expense.

4. Tenant shall not use the water fountains, water and wash closets, and plumbing and other fixtures for any purpose other than those for which they were constructed, and Tenant shall not place any debris, rubbish, rag or other substance therein (including, without limitation, coffee grounds). All damages from misuse of fixtures shall be borne by the tenant causing same.

5. Tenant shall not construct, maintain, use or operate within the Premises any electrical device, wiring or apparatus in connection with a loudspeaker system or other sound system, in connection with any excessively bright, changing, flashing, flickering or moving light or lighting device, or in connection with any similar device or system, without Landlord's prior written consent. Tenant shall not construct, maintain, use or operate any such device or system outside of its Premises or within such Premises so that the same can be heard or seen from outside the Premises. No flashing, neon or search lights shall be used which can be seen outside the Premises.

6. Tenant shall not bring any bicycle, vehicle, animal, bird or pet of any kind into the Building, except seeing-eye or hearing-ear dogs for handicapped persons visiting the Premises.

7. Except as specifically provided to the contrary in the Lease, Tenant shall not cook or permit any cooking on the Premises, except for microwave cooking and use of coffee machines by Tenant's employees for their own consumption. Tenant shall not install any microwave oven or coffee machine in the Premises without Landlord's prior written approval of such equipment and its location within the Premises. Tenant shall not cause or permit any unusual or objectionable odor to be produced upon or emanate from the Premises.

8. Tenant shall not make any unseemly or disturbing noise or disturb or interfere with occupants of the Building.

9. Tenant shall not place on any floor a load exceeding the floor load per square foot which such floor was designed to carry. Landlord shall have the right to prescribe the weight, position and manner of installation of safes and other heavy equipment and fixtures. Landlord shall have the right to repair at Tenant's expense any damage to the Premises or the Building caused by Tenant's moving property into or out of the Premises or due to the same being in or upon the Premises or to require Tenant to do the same. Tenant shall not receive into the Building or carry in the elevators any safes, freight, furniture, equipment or bulky item except as approved by Landlord, and any such furniture, equipment and bulky item shall be delivered only through the designated delivery entrance of the Building and the designated freight elevator at designated times. Tenant shall remove promptly from any sidewalk adjacent to the Building any furniture, furnishing, equipment or other material there delivered or deposited for Tenant.

10. Tenant shall not place additional locks or bolts of any kind on any of the doors or windows, and shall not make any change in any existing lock or locking mechanism therein, without Landlord's prior written approval. Tenant shall keep doors leading to a corridor or main hall closed at all times except as such doors may be used for ingress or egress and shall lock such doors during all times the Premises are unattended. Tenant shall, upon the termination of its tenancy: (a) restore to Landlord all keys and security cards to stores, offices, storage rooms, toilet rooms, the Building and the Premises which were either furnished to, or otherwise

procured by, Tenant, and in the event of the loss of any keys so furnished, Tenant shall pay the replacement cost thereof; and (b) inform Landlord of the combination of any lock, safe and vault in the Premises. At Landlord's request, a charge of three dollars ($3.00) per key shall be paid for all keys in excess of two (2) for each public entrance door to the Premises. Tenant's key system shall be consistent with that for the rest of the Building.

11. Tenant shall not install or operate in the Premises any electrically operated equipment or machinery without obtaining the prior written consent of Landlord. Landlord may condition such consent upon Tenant's payment of additional rent in compensation for the excess consumption of electricity or other utilities and for the cost of any additional wiring or apparatus that may be occasioned by the operation of such equipment of machinery. Tenant shall not install any equipment of any type or nature that will or may necessitate any changes, replacements or additions to, or changes in the use of, the water system, heating system, plumbing system, air-conditioning system or electrical system of the Premises or the Building, without obtaining Landlord's prior written consent, which consent may be granted or withheld in Landlord's sole and absolute discretion. If any machine or equipment of Tenant causes noise or vibration that may be transmitted to such a degree as to be objectionable to Landlord or any tenant in the Building, then Landlord shall have the right to install at Ten ant's expense vibration eliminators or other devices sufficient to reduce such noise and vibration to a level satisfactory to Landlord or to require Tenant to do the same.

12. Landlord reserves the right to exclude from the Building at all times any person who does not properly identify himself to the Building management or attendant on duty. Landlord shall have the right to exclude any undesirable or disorderly persons from the Building at any time. Landlord may require all persons admitted to or leaving the Building to show satisfactory identification and to sign a register.

13. Tenant shall not permit or encourage any loitering in or about the Premises and shall not use or permit the use of the Premises for lodging, dwelling or sleeping.

14. Tenant, before closing and leaving the Premises at any time, shall see that all windows are closed and all lights and equipment are turned off, including, without limitation, coffee machines.

15. Tenant shall not request Landlord's employees to perform any work or do anything outside of such employees' regular duties without Landlord's prior written consent. Tenant's special requirements will be attended to only upon application to Landlord, and any such special requirements shall be billed to Tenant in accordance with the schedule of charges maintained by Landlord from time to time or as is agreed upon in writing in advance by Landlord and Tenant. Tenant shall not employ any of Landlord's employees for any purpose whatsoever without Landlord's prior written consent.

16. There shall not be used in any space, or in the public halls of the Building, either by any tenant or by jobbers or others in the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires and side guards. Tenant shall be responsible for any loss or damage resulting from any deliveries made by or for Tenant.

17. Tenant shall not install or permit the installation of any wiring for any purpose on the exterior of the Premises.

18. Tenant acknowledges that it is Landlord's intention that the Building be operated in a manner which is consistent with the highest standards of cleanliness, decency and morals in the community which it serves. Toward that end, Tenant shall not sell, distribute, display or offer for sale any item which, in Landlord's judgment, is inconsistent with the quality of operation of the Building or may tend to impose or detract from the moral character or image of the Building. Tenant shall not use the Premises for any immoral or illegal purpose.

19. Unless otherwise expressly provided in the Lease, Tenant shall not use, occupy or permit any portion of the Premises to be used or occupied for the storage, manufacture, or sale of liquor.

20. Tenant shall purchase or contract for waxing, rug shampooing, venetian blind washing, interior glass washing, furniture polishing, janitorial work, removal of any garbage from any dining or eating facility or for towel service in the Premises, only from contractors, companies or persons approved by Landlord.

21. Tenant shall not remove, alter or replace the ceiling light diffusers, ceiling tiles or air diffusers in any portion of the Premises without the prior written consent of Landlord.

22. Tenant shall not purchase water, ice, coffee, soft drinks, towels, or other merchandise or services from any company or person whose repeated violation of Building regulations has caused, in Landlord's opinion, a hazard or nuisance to the Building and/or its occupants.

23. Tenant shall not pay any employee on the Premises except those actually employed therein; nor shall Tenant use the Premises as headquarters for large scale employment of workers for other locations.

24. Landlord shall have the right, upon written notice to Tenant, to require Tenant to refrain from or discontinue any advertising by Tenant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability for offices.

25. Tenant shall not in any manner deface any part of the Premises or the Building. No stringing of wires, boring or cutting shall be permitted except with Landlord's prior written consent. Any floor covering installed by Tenant shall have an under layer of felt rubber, or similar sounddeadening substance, which shall not be affixed to the floor by cement or any other non-soluble adhesive materials.

26. Should Tenant's use and occupancy of the Premises require the installation of supplemental cooling, and should the Building contain a closed loop, Tenant agrees that its supplemental cooling requirements will be serviced by tapping into the Building's closed loop. Tenant shall be responsible for the cost of connecting into the loop and agrees to pay to Landlord as additional rent the monthly tap fee in accordance with Landlord's then-current rate schedule.

Should the Building not contain a closed loop, Tenant agrees to be responsible for fees associated with placing equipment on the roof of the Building.

27. Each Tenant shall handle its newspapers and "office paper" in the manner required by the District of Columbia Recycling Act (as the same may be amended from time to time) and shall conform with any recycling plan instituted by Landlord.

28. Tenant shall not bring or keep, or permit to be brought or kept, in the Building any weapon or flammable, combustible or explosive fluid, chemical or substance.

29. Tenant shall comply with all workplace smoking Laws. There shall be no smoking in or about the Building.

30. Landlord may, upon request of Tenant, waive Tenant's compliance with any of the rules, provided that (a) no waiver shall be effective unless signed by Landlord, (b) no waiver shall relieve Tenant from the obligation to comply with such rule in the future unless otherwise agreed in writing by Landlord, (c) no waiver granted to any tenant shall relieve any other tenant from the obligation of complying with these rules and regulations, and (d) no waiver shall relieve Tenant from any liability for any loss or damage resulting from Tenant's failure to comply with any rule.

B. RETAIL TENANTS ONLY.

The following rules shall be applicable to retail tenants only:

31. Tenant shall replace promptly any cracked or broken glass in the Premises (including without limitation all windows, display cases, countertops and doors) with glass of like color, kind and quality.

32. Tenant shall not operate its business in a manner which is commonly known as a "discount house", "wholesale house", "cut-rate store", or "outlet store", and shall not conduct any "fire sale," "going out of business sale," "bankruptcy sale" or auction within the Premises.

33. Tenant shall not receive or ship articles of any kind outside the designated loading area for the Premises or other than during the designated loading times.

34. Tenant shall keep any garbage, trash, rubbish or other refuse in rat-proof containers within the interior of the Premises; deposit daily such garbage, trash, rubbish and refuse in receptacles designated by Landlord; and enclose and/or shield such receptacles in a manner approved by Landlord.

35. Tenant shall not sell, display or offer for sale any roach clip, water pipe, bong, coke spoon, cigarette papers, hypodermic syringe or other paraphernalia which in Landlord's opinion are commonly used in connection with illegal drugs, or any pornographic, lewd, suggestive or "adult" newspaper, book, magazine, film, picture or merchandise of any kind.

36. Tenant shall not install burglar bars in or to the Premises without Landlord's prior approval and if requested to do so by Landlord, install a locking system compatible with the locking system being used by Landlord at the Building.

EXHIBIT D

CERTIFICATE AFFIRMING THE COMMENCEMENT DATES

This Certificate is being provided pursuant to that certain Office Lease Agreement dated as of _____________, 2011 (the "**Lease**"), by and between Square 516S Office Venture, LLC ("**Landlord**"), and American Bridge 21st Century ("**Tenant**"). The parties to the Lease desire to confirm the following:

1. The Lease Commencement Date is ____________, 201_.

2. The Rent Commencement Date is ____________, 201_.

3. The initial term of the Lease shall expire on ______________, 201_.

Attached to this Certificate is evidence of payment of premiums for all insurance required pursuant to the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Certificate under seal on __________________, 201_.

WITNESS:

____

LANDLORD:

SQUARE 516S OFFICE VENTURE, LLC,
a Delaware limited liability company

By: _________________________[SEAL]
Name: _________________________
Title: _________________________

WITNESS/ATTEST:

____

TENANT:

AMERICAN BRIDGE 21ST CENTURY,
a District of Columbia nonprofit corporation

By: Rodell J. Mollineau [SEAL]
Name: Rodell J. Mollineau
Title: President

EXHIBIT E

ACCEPTABLE FORM OF LETTER OF CREDIT

Irrevocable Letter of Credit No. ____________

________________________, ___

____
c/o ________________________
____
____
____

Account Party: ________________________

Beneficiary: ________________________, its transferees and assigns

Amount: $__________U.S. Dollars

Expiration Date: ____________________, _______

Ladies and Gentlemen:

We hereby issue this irrevocable, unconditional letter of credit number ________ (the "Credit") in your favor, payable in immediately available funds in one or more draws of any sum or sums not exceeding in the aggregate ________________________ Dollars ($_______________), by your draft(s) at sight presented at ____________________________, together with the following statement:

> "The undersigned, an authorized representative of Beneficiary, hereby certifies that Beneficiary is entitled to the amount drawn hereunder pursuant to the terms of Section ____ of that certain Office Lease Agreement dated as of _______________, _____, by and between ________________________, as landlord, and ________________________, as tenant."

This Credit shall be automatically renewed from year to year commencing on the first anniversary of the date hereof unless we shall give thirty (30) days prior written notice to Beneficiary, by certified mail, return receipt requested, at the address set forth above, with a copy to ________________________, of our intent not to renew this Credit at the expiration of such thirty (30) day period. During such thirty (30) day period, this Letter of Credit shall remain in full force and effect and Beneficiary may draw up to the full amount hereof when accompanied by the statement described in this Credit.

We will accept any and all such representatives as authorized and any and all statements delivered hereunder as conclusive, binding and correct without having to investigate or having to be responsible for the accuracy, truthfulness, correctness or validity thereof, and notwithstanding the claim of any person to the contrary.

Drafts presented under this Credit shall specify the number of this Credit as set forth above and shall be presented on or before the Expiration Date hereof.

This Credit is assignable and transferable and may be transferred one or more times, without charge, upon our receipt of your written notice that an agreement has been executed to transfer or assign this Credit.

We hereby engage with you that drafts drawn under and in compliance with the terms of this Credit will be duly honored upon presentation to us.

This Credit sets forth in full the terms of our undertaking and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein, or by any document, instrument or agreement in which this Credit is referred to, or to which this Credit relates, and any such reference shall not be deemed to incorporate herein by reference any such document, instrument or agreement.

Except as otherwise expressly stated herein, this Credit is subject to the International Standby Practices (ISP98), International Chamber of Commerce Publication No. 590, and to the extent not inconsistent therewith, the laws of the District of Columbia, including without limitation, the Uniform Commercial Code in effect therein.

[BANK]

By: ______________________________
Authorized Officer

FIRST AMENDMENT TO OFFICE LEASE AGREEMENT

THIS FIRST AMENDMENT TO OFFICE LEASE AGREEMENT (this "Amendment") is made and entered into as of June 28, 2012, by and between SQUARE 516S OFFICE VENTURE, LLC, a Delaware limited liability company ("Landlord"), and AMERICAN BRIDGE 21ST CENTURY, a District of Columbia nonprofit corporation ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to that certain Office Lease Agreement dated as of 6/28, 2012 (the "Lease"), for approximately three thousand three hundred fifty-seven (3,357) square feet of rentable area (the "Premises") located on the second (2nd) floor (known as Suite 280) of that certain office building located at 455 Massachusetts Avenue, N.W., Washington, D.C. (the "Building");

WHEREAS, the term of the Lease is scheduled to expire on December 31, 2012; and

WHEREAS, Landlord and Tenant desire to extend the term of the Lease and make certain other modifications to the Lease in connection therewith, upon the terms and conditions and as more particularly set forth hereinbelow.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth hereinbelow and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Landlord and Tenant, intending legally to be bound, hereby agree as follows:

1. Lease Term. The Lease Term is hereby extended for one (1) period of two (2) years (the "Extension Period"), such Extension Period to commence on January 1, 2013, and to expire on December 31, 2014, unless sooner terminated in accordance with the terms of the Lease (as amended hereby).

2. Base Rent.

(a) Notwithstanding anything to the contrary contained in the Lease, (i) during the period commencing on January 1, 2013, and expiring on December 31, 2013, the Base Rent shall be an amount equal to one hundred eighty-nine thousand six hundred seventy and 56/100 dollars ($189,670.56) (and, accordingly, the monthly installments of Base Rent shall each be in an amount equal to fifteen thousand eight hundred five and 88/100 dollars ($15,805.88)) and (ii) during the period commencing on January 1, 2014, and expiring on December 31, 2014, the Base Rent shall be an amount equal to one hundred ninety-four thousand four hundred twelve and 24/100 dollars ($194,412.24) (and, accordingly, the monthly installments of Base Rent shall each be in an amount equal to sixteen thousand two hundred one and 2/100 dollars ($16,201.02)).

(b) The monthly installments of Base Rent with respect to the Extension Period shall be payable in advance on the first day of each calendar month and otherwise in accordance with the terms and conditions contained in the Lease. Except as expressly set forth in Paragraph 2(c) below, no abatement or other concession whatsoever shall apply to the Base Rent with respect to the Extension Period.

(c) Provided Tenant is not then in default under the Lease (as amended hereby) beyond the applicable notice and cure period, Landlord shall grant Tenant an abatement of Base Rent in an amount equal to fifteen thousand eight hundred five and 88/100 dollars ($15,805.88), to be applied against the monthly installment of Base Rent otherwise payable on January 1, 2013.

3. "As Is" Condition. Tenant shall continue to occupy the Premises in its "as is" condition as of January 1, 2013, subject to any continuing Landlord repair and maintenance obligations expressly set forth in the Lease. Landlord is under no obligation to make any Alterations in or to any part of the Premises or the Building.

4. Brokerage. Tenant represents and warrants to Landlord that in connection with this Amendment it has not employed or dealt with any broker, agent or finder, other than Cassidy Turley Commercial Real Estate and Cresa Partners of Washington, D.C., Inc. (collectively, the "Brokers"). Tenant shall indemnify and hold Landlord harmless from and against any claims for brokerage or other commissions asserted by any broker, agent, or finder employed by Tenant or with whom Tenant has dealt, other than the Brokers. Landlord shall pay the Brokers a commission in connection with this Amendment pursuant to a separate written agreement.

5. Ratification. Except as otherwise expressly modified by the terms of this Amendment, the Lease shall remain unchanged and continue in full force and effect. All terms, covenants and conditions of the Lease not expressly modified herein are hereby confirmed and ratified and remain in full force and effect, and, as further amended hereby, constitute valid and binding obligations of Tenant and Landlord (as applicable) enforceable according to the terms thereof.

6. Authority. Tenant and each of the persons executing this Amendment on behalf of Tenant hereby covenants and warrants that Tenant is a duly organized corporation, validly existing and in good standing under the laws of the District of Columbia, that Tenant has full right and authority to enter into this Amendment, and that the person signing on behalf of Tenant is authorized to do so on behalf of Tenant.

7. Binding Effect. All of the covenants contained in this Amendment, including, but not limited to, all covenants of the Lease as modified hereby, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives and permitted successors and assigns.

8. Effectiveness. The submission of this Amendment shall not constitute an offer, and this Amendment shall not be effective and binding unless and until fully executed and delivered by each of the parties hereto.

9. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment.

10. Recitals. The foregoing recitals are intended to be a material part of this Amendment and are incorporated herein by this reference.

11. Defined Terms. Unless otherwise provided herein, all terms used in this Amendment that are defined in the Lease shall have the meanings provided in the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date first above written.

WITNESS:

Robert Howard

LANDLORD:

SQUARE 516S OFFICE VENTURE, LLC,
a Delaware limited liability company

By: ____________________ [SEAL]
Name: NICOLAS FRANZETTI
Title: VICE PRESIDENT

WITNESS/ATTEST:

TENANT:

AMERICAN BRIDGE 21ST CENTURY,
a District of Columbia nonprofit corporation

By: ____________________ [SEAL]
Name: Bradley Beychok
Title: Director

Exhibit 8

FINANCIAL STATEMENTS

AMERICAN BRIDGE 21ST CENTURY FOUNDATION

FOR THE YEAR ENDED DECEMBER 31, 2015

AMERICAN BRIDGE 21ST CENTURY FOUNDATION

CONTENTS

GELMAN, ROSENBERG & FREEDMAN
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
American Bridge 21st Century Foundation
Washington, D.C.

We have audited the accompanying financial statements of the American Bridge 21st Century Foundation (the Foundation), which comprise the statement of financial position as of December 31, 2015, and the related statements of activities and change in net deficit and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Foundation as of December 31, 2015, and the change in its net deficit and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Gelman Rosenberg & Freedman

June 6, 2018

4550 MONTGOMERY AVENUE · SUITE 650 NORTH · BETHESDA, MARYLAND 20814
(301) 951-9090 · FAX (301) 951-3570 · WWW.GRFCPA.COM

EXHIBIT A

AMERICAN BRIDGE 21ST CENTURY FOUNDATION

STATEMENT OF FINANCIAL POSITION
AS OF DECEMBER 31, 2015

ASSETS

CURRENT ASSETS	
Cash and cash equivalents	$ 21,538
Due from American Bridge PAC	293,187
Total current assets	314,725
FIXED ASSETS	
Equipment and furniture	33,830
Computer equipment	11,871
Systems and software	1,199
Website	300,057
	346,957
Less: Accumulated depreciation and amortization	(229,460)
Net fixed assets	117,497
OTHER ASSETS	
Security deposit	6,660
TOTAL ASSETS	**$ 438,882**

LIABILITIES AND NET DEFICIT

CURRENT LIABILITIES	
Note payable	$ 500,000
Accounts payable and accrued liabilities	225,455
Deferred revenue	85,000
Total current liabilities	810,455
NET DEFICIT	
Unrestricted	(371,573)
TOTAL LIABILITIES AND NET DEFICIT	**$ 438,882**

See accompanying notes to financial statements.

EXHIBIT B

AMERICAN BRIDGE 21ST CENTURY FOUNDATION

STATEMENT OF ACTIVITIES AND CHANGE IN NET DEFICIT FOR THE YEAR ENDED DECEMBER 31, 2015

	Unrestricted
REVENUE	
Contributions	$ 4,632,000
EXPENSES	
Program Services	3,823,081
Supporting Services:	
Management and General	513,541
Fundraising	826,861
Total supporting services	1,340,402
Total expenses	5,163,483
Change in net assets	(531,483)
Net assets at beginning of year	159,910
NET DEFICIT AT END OF YEAR	**$ (371,573)**

See accompanying notes to financial statements.

EXHIBIT C

AMERICAN BRIDGE 21ST CENTURY FOUNDATION

STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2015

CASH FLOWS FROM OPERATING ACTIVITIES	
Change in net deficit	$ (531,483)
Adjustments to reconcile change in net deficit to net cash used by operating activities:	
Depreciation and amortization	61,614
(Increase) in:	
Due from American Bridge PAC	(293,187)
(Decrease) increase in:	
Accounts payable and accrued liabilities	(144,250)
Due to American Bridge PAC	(38,885)
Deferred revenue	85,000
Net cash used by operating activities	(861,191)
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchases of fixed assets	(26,538)
Net cash used by investing activities	(26,538)
CASH FLOWS FROM FINANCING ACTIVITIES	
Proceeds from promissory note	500,000
Net cash provided by financing activities	500,000
Net decrease in cash and cash equivalents	(387,729)
Cash and cash equivalents at beginning of year	409,267
CASH AND CASH EQUIVALENTS AT END OF YEAR	$ 21,538

See accompanying notes to financial statements.

AMERICAN BRIDGE 21ST CENTURY FOUNDATION

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2015

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND GENERAL INFORMATION

Organization -

American Bridge 21st Century Foundation (the Foundation) was incorporated in March 2011. The primary mission and program of the Foundation is to compare and contrast progressive and conservative solutions to America's public policy concerns and to educate the American people and the nation's leaders on the results of that research. The Foundation is supported primarily by contributions.

Basis of presentation -

The accompanying financial statements are presented on the accrual basis of accounting, and in accordance with the Financial Accounting Standards Board (FASB) ASC 958, *Not-for-Profit Entities*.

Cash and cash equivalents -

The Foundation considers all cash and other highly liquid investments with initial maturities of three months or less to be cash equivalents.

Bank deposit accounts are insured by the Federal Deposit Insurance Corporation ("FDIC") up to a limit of $250,000. At times during the year the Foundation maintains cash balances in excess of the FDIC insurance limits. Management believes the risk in these situations to be minimal.

Fixed assets -

Fixed assets in excess of $500 are capitalized and stated at cost. Fixed assets are depreciated on a straight-line basis over the estimated useful lives of the related assets, generally three to five years. The cost of maintenance and repairs is recorded as expenses are incurred. Depreciation and amortization expense for the year ended December 31, 2015 totaled $61,614.

Income taxes -

The Foundation is exempt from Federal income taxes under Section 501(c)(4) of the Internal Revenue Code. Accordingly, no provision for income taxes has been made in the accompanying financial statements.

Uncertain tax positions -

For the year ended December 31, 2015, the Foundation has documented its consideration of FASB ASC 740-10, *Income Taxes*, that provides guidance for reporting uncertainty in income taxes and has determined that no material uncertain tax positions qualify for either recognition or disclosure in the financial statements.

Deferred revenue -

Deferred revenue consists of payments received from other parties towards conference expenses incurred by the Foundation. The Foundation recognizes such payments as revenue when it incurs the related expense.

AMERICAN BRIDGE 21ST CENTURY FOUNDATION

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2015

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND GENERAL INFORMATION (Continued)

Net asset classification -

The net assets are reported in two self-balancing groups as follows:

- **Unrestricted net assets** include unrestricted revenue and contributions received without donor-imposed restrictions. These net assets are available for the operation of the Foundation and include both internally designated and undesignated resources.
- **Temporarily restricted net assets** include revenue and contributions subject to donor-imposed stipulations that will be met by the actions of the Foundation and/or the passage of time. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statement of Activities and Change in Net Deficit as net assets released from donor restrictions.

As of December 31, 2015, the Foundation did not have any temporarily restricted net assets.

Contributions and grants -

Unrestricted and temporarily restricted contributions and grants are recorded as revenue in the year notification is received from the donor. Temporarily restricted contributions and grants are recognized as unrestricted support only to the extent of actual expenses incurred in compliance with the donor-imposed restrictions and satisfaction of time restrictions. The Foundation did not receive any temporarily restricted contributions and grants during the year ended December 31, 2015.

Use of estimates -

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Functional allocation of expenses -

The costs of providing the various programs and other activities have been summarized on a functional basis in the Statement of Activities and Change in Net Deficit. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

New accounting pronouncements not yet adopted -

In August 2016, the FASB issued ASU 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities* (Topic 958), intended to improve financial reporting for not-for-profit entities. The ASU will reduce the current three classes of net assets into two: with and without donor restrictions. The change in each of the classes of net assets must be reported on the Statement of Activities and Change in Net Deficit.

AMERICAN BRIDGE 21ST CENTURY FOUNDATION

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2015

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND GENERAL INFORMATION (Continued)

New accounting pronouncements not yet adopted (continued) -

The ASU also requires various enhanced disclosures around topics such as board designations, liquidity, functional classification of expenses, investment expenses, donor restrictions, and underwater endowments. The ASU is effective for years beginning after December 15, 2017. Early adoption is permitted. The ASU should be applied on a retrospective basis in the year the ASU is first applied. While the ASU will change the presentation of the Foundation's financial statements, it is not expected to alter the Foundation's reported financial position.

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers* (Topic 606) (ASU 2014-09). The ASU establishes a comprehensive revenue recognition standard for virtually all industries under generally accepted accounting principles in the United States (U.S. GAAP) including those that previously followed industry-specific guidance.

The guidance states that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The FASB issued ASU 2015-14 in August 2015 that deferred the effective date of ASU 2014-09 by a year thus the effective date is fiscal years beginning after December 15, 2018. Early adoption is permitted. The Foundation has not yet selected a transition method and is currently evaluating the effect that the updated standard will have on the financial statements.

In 2016, the FASB issued ASU 2016-02, *Leases* (Topic 842). The ASU changes the accounting treatment for operating leases by recognizing a lease asset and lease liability at the present value of the lease payments in the Statement of Financial Position and disclosing key information about leasing arrangements. The ASU is effective for private entities for fiscal years beginning after December 31, 2019. Early adoption is permitted. The ASU should be applied at the beginning of the earliest period presented using a modified retrospective approach.

The Foundation plans to adopt the new ASUs at the respective required implementation dates.

2. NOTE PAYABLE

In November 2015, the Foundation entered into a $500,000 note payable to an individual. The maturity date was February 29, 2016. The note was personally guaranteed by a director of the Foundation. Although the note included a requirement to pay interest, this was subsequently waived and no interest was payable on the outstanding amounts.

As of December 31, 2015, the total outstanding balance of the note payable was $500,000.

Principal payments are due as follows:

Year Ending December 31, 2016	**$ 500,000**

The loan agreement contains various covenants.

AMERICAN BRIDGE 21ST CENTURY FOUNDATION

**NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2015**

3. RELATED PARTY

The Foundation shares employees, officers, office space and other expenses with American Bridge 21st Century (American Bridge), a political action committee. During the year ended December 31, 2015, the Foundation transferred $2,906,053 to American Bridge for salary, rent and other expenses allocated to it. Allocated rent expense for the year was $62,576.

As of December 31, 2015, American Bridge owed the Foundation $293,187. This amount represented an overpayment by the Foundation to American Bridge during the year ended December 31, 2015.

As of December 31, 2015, the Foundation and American Bridge did not have a formal agreement relating to the allocation of expenses between the two entities. Allocations were made based on management and budgeted estimates.

4. SUBSEQUENT EVENTS

In preparing these financial statements, the Foundation has evaluated events and transactions for potential recognition or disclosure through June 6, 2018, the date the financial statements were issued.

During December 2016, the Foundation repaid the $500,000 principal balance of its note payable.

Exhibit 9

FINANCIAL STATEMENTS

AMERICAN BRIDGE 21ST CENTURY FOUNDATION

FOR THE YEAR ENDED DECEMBER 31, 2016

AMERICAN BRIDGE 21ST CENTURY FOUNDATION

CONTENTS

GELMAN, ROSENBERG
& FREEDMAN
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
American Bridge 21st Century Foundation
Washington, D.C.

We have audited the accompanying financial statements of American Bridge 21st Century Foundation (the Foundation), which comprise the statement of financial position as of December 31, 2016, and the related statements of activities and change in net assets and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Foundation as of December 31, 2016, and the change in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Gelman Rosenberg & Freedman

September 18, 2018

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EXHIBIT A

AMERICAN BRIDGE 21ST CENTURY FOUNDATION

STATEMENT OF FINANCIAL POSITION
AS OF DECEMBER 31, 2016

ASSETS

CURRENT ASSETS		
Cash and cash equivalents	$	911,875
Investments		5,026
Prepaid expenses		477,667
Total current assets		1,394,568
FIXED ASSETS		
Equipment and furniture		33,830
Computer equipment		11,871
Systems and software		1,199
Website		300,057
		346,957
Less: Accumulated depreciation and amortization		(295,304)
Net fixed assets		51,653
OTHER ASSETS		
Security deposit		6,660
TOTAL ASSETS	**$**	**1,452,881**

LIABILITIES AND NET DEFICIT

CURRENT LIABILITIES		
Accounts payable and accrued liabilities	$	752,711
Due to American Bridge PAC		1,005,603
Total current liabilities		1,758,314
Deferred compensation		100,000
Total liabilities		1,858,314
NET DEFICIT		
Unrestricted		(405,433)
TOTAL LIABILITIES AND NET DEFICIT	**$**	**1,452,881**

See accompanying notes to financial statements.

EXHIBIT B

AMERICAN BRIDGE 21ST CENTURY FOUNDATION

STATEMENT OF ACTIVITIES AND CHANGE IN NET ASSETS
FOR THE YEAR ENDED DECEMBER 31, 2016

	Unrestricted	Temporarily Restricted	Total
REVENUE			
Contributions	$ 6,708,243	$ 125,000	$ 6,833,243
Investment loss	(2,126)	-	(2,126)
Net assets released from donor restrictions	125,000	(125,000)	-
Total revenue	6,831,117	-	6,831,117
EXPENSES			
Program Services	5,089,021	-	5,089,021
Supporting Services:			
Management and General	517,521	-	517,521
Fundraising	1,258,435	-	1,258,435
Total supporting services	1,775,956	-	1,775,956
Total expenses	6,864,977	-	6,864,977
Change in net assets	(33,860)	-	(33,860)
Net deficit at beginning of year	(371,573)	-	(371,573)
NET DEFICIT AT END OF YEAR	$ (405,433)	$ -	$ (405,433)

See accompanying notes to financial statements.

EXHIBIT C

AMERICAN BRIDGE 21ST CENTURY FOUNDATION

STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2016

CASH FLOWS FROM OPERATING ACTIVITIES	
Change in net assets	$ (33,860)
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation and amortization	65,844
Unrealized loss	2,157
Donated securities	(254,374)
Decrease (increase) in:	
Due from American Bridge PAC	293,187
Prepaid expenses	(477,667)
Increase (decrease) in:	
Accounts payable and accrued liabilities	527,256
Deferred revenue	(85,000)
Due to American Bridge PAC	1,005,603
Deferred compensation	100,000
Net cash provided by operating activities	1,143,146
CASH FLOWS FROM INVESTING ACTIVITIES	
Proceeds from sale of investments	247,191
Net cash provided by investing activities	247,191
CASH FLOWS FROM FINANCING ACTIVITIES	
Payments on promissory note	(500,000)
Net cash used by financing activities	(500,000)
Net increase in cash and cash equivalents	890,337
Cash and cash equivalents at beginning of year	21,538
CASH AND CASH EQUIVALENTS AT END OF YEAR	**$ 911,875**

See accompanying notes to financial statements.

AMERICAN BRIDGE 21ST CENTURY FOUNDATION

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2016

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND GENERAL INFORMATION

Organization -

American Bridge 21st Century Foundation (the Foundation) was incorporated in March 2011. The primary mission and program of the Foundation is to compare and contrast progressive and conservative solutions to America's public policy concerns and to educate the American people and the nation's leaders on the results of that research. The Foundation is supported primarily by contributions.

Basis of presentation -

The accompanying financial statements are presented on the accrual basis of accounting, and in accordance with the Financial Accounting Standards Board (FASB) ASC 958, *Not-for-Profit Entities.*

Cash and cash equivalents -

The Foundation considers all cash and other highly liquid investments with initial maturities of three months or less to be cash equivalents.

Bank deposit accounts are insured by the Federal Deposit Insurance Corporation ("FDIC") up to a limit of $250,000. At times during the year the Foundation maintains cash balances in excess of the FDIC insurance limits. Management believes the risk in these situations to be minimal.

Investments -

Investments are recorded at their readily determinable fair value. Unrealized gains and losses are included in investment loss in the Statement of Activities and Change in Net Assets. Investments acquired by gift are recorded at their fair value at the date of the gift.

Fixed assets -

Fixed assets in excess of $500 are capitalized and stated at cost. Fixed assets are depreciated on a straight-line basis over the estimated useful lives of the related assets, generally three to five years. The cost of maintenance and repairs is recorded as expenses are incurred. Depreciation and amortization expense for the year ended December 31, 2016 totaled $65,844.

Income taxes -

The Foundation is exempt from Federal income taxes under Section 501(c)(4) of the Internal Revenue Code. Accordingly, no provision for income taxes has been made in the accompanying financial statements. The Foundation is not a private foundation.

Uncertain tax positions -

For the year ended December 31, 2016, the Foundation has documented its consideration of FASB ASC 740-10, *Income Taxes*, that provides guidance for reporting uncertainty in income taxes and has determined that no material uncertain tax positions qualify for either recognition or disclosure in the financial statements.

AMERICAN BRIDGE 21ST CENTURY FOUNDATION

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2016

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND GENERAL INFORMATION (Continued)

Net asset classification -

The net assets are reported in two self-balancing groups as follows:

- **Unrestricted net assets** include unrestricted revenue and contributions received without donor-imposed restrictions. These net assets are available for the operation of the Foundation and include both internally designated and undesignated resources.

- **Temporarily restricted net assets** include revenue and contributions subject to donor-imposed stipulations that will be met by the actions of the Foundation and/or the passage of time. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statement of Activities and Change in Net Assets as net assets released from donor restrictions.

As of December 31, 2016, the Foundation did not have any temporarily restricted net assets.

Contributions and grants -

Unrestricted and temporarily restricted contributions and grants are recorded as revenue in the year notification is received from the donor. Temporarily restricted contributions and grants are recognized as unrestricted support only to the extent of actual expenses incurred in compliance with the donor-imposed restrictions and satisfaction of time restrictions.

Use of estimates -

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Functional allocation of expenses -

The costs of providing the various programs and other activities have been summarized on a functional basis in the Statement of Activities and Change in Net Assets. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

New accounting pronouncements not yet adopted -

In August 2016, the FASB issued ASU 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities* (Topic 958), intended to improve financial reporting for not-for-profit entities. The ASU will reduce the current three classes of net assets into two: with and without donor restrictions. The change in each of the classes of net assets must be reported on the Statement of Activities and Change in Net Assets. The ASU also requires various enhanced disclosures around topics such as board designations, liquidity, functional classification of expenses, investment expenses, donor restrictions, and underwater endowments. The ASU is effective for years beginning after December 15, 2017.

AMERICAN BRIDGE 21ST CENTURY FOUNDATION

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2016

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND GENERAL INFORMATION (Continued)

New accounting pronouncements not yet adopted (continued) -

Early adoption is permitted. The ASU should be applied on a retrospective basis in the year the ASU is first applied. While the ASU will change the presentation of the Foundation's financial statements, it is not expected to alter the Foundation's reported financial position.

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers* (Topic 606) (ASU 2014-09). The ASU establishes a comprehensive revenue recognition standard for virtually all industries under generally accepted accounting principles in the United States (U.S. GAAP) including those that previously followed industry-specific guidance. The guidance states that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services.

The FASB issued ASU 2015-14 in August 2015 that deferred the effective date of ASU 2014-09 by a year thus the effective date is fiscal years beginning after December 15, 2018. Early adoption is permitted. The Foundation has not yet selected a transition method and is currently evaluating the effect that the updated standard will have on the financial statements.

In 2016, the FASB issued ASU 2016-02, *Leases* (Topic 842). The ASU changes the accounting treatment for operating leases by recognizing a lease asset and lease liability at the present value of the lease payments in the Statement of Financial Position and disclosing key information about leasing arrangements. The ASU is effective for private entities for fiscal years beginning after December 31, 2019. Early adoption is permitted. The ASU should be applied at the beginning of the earliest period presented using a modified retrospective approach.

The Foundation plans to adopt the new ASUs at the respective required implementation dates.

2. INVESTMENTS

Investments consisted of the following as of December 31, 2016:

	Fair Value
Equities	**$ 5,026**

Included in investment loss are the following:

Interest and dividends	$ 31
Unrealized loss	(2,157)
TOTAL INVESTMENT LOSS	**$ (2,126)**

AMERICAN BRIDGE 21ST CENTURY FOUNDATION

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2016

3. NOTE PAYABLE

In November 2015, the Foundation entered into a $500,000 note payable to an individual. The maturity date was February 29, 2016. The note was personally guaranteed by a Director of the Foundation. Although the note included a requirement to pay interest, this was subsequently waived and no interest was payable on the outstanding amounts. The note was fully repaid during December 2016. The loan agreement contained various covenants.

4. GOING CONCERN

The Foundation experienced a loss during the year ended December 31, 2016, and had an unrestricted net deficit of $405,433 as of December 31, 2016. Management continues to implement plans to increase grant revenue while also reducing expenditures. Management hopes that these changes will have a positive impact and will help reduce the net deficit by 2018.

5. RELATED PARTY

The Foundation shares employees, officers, office space and other expenses with American Bridge 21st Century (American Bridge), a political action committee. During the year ended December 31, 2016, the Foundation transferred $720,000 to American Bridge for salary, rent and other expenses allocated to it.

As of December 31, 2016, the Foundation owed American Bridge $1,005,603. As of December 31, 2016, the Foundation and American Bridge did not have a formal agreement relating to the allocation of expenses between the two entities.

6. FAIR VALUE MEASUREMENT

In accordance with FASB ASC 820, *Fair Value Measurement*, the Foundation has categorized its financial instruments, based on the priority of the inputs to the valuation technique, into a three-level fair value hierarchy. The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). If the inputs used to measure the financial instruments fall within different levels of hierarchy, the categorization is based on the lowest level input that is significant to the fair value measurement of the instrument. Investments recorded in the Statement of Financial Position are categorized based on the inputs to valuation techniques as follows:

Level 1. These are investments where values are based on unadjusted quoted prices for identical assets in an active market the Foundation has the ability to access.

Level 2. These are investments where values are based on quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, or model-based valuation techniques that utilize inputs that are observable either directly or indirectly for substantially the full-term of the investments.

Level 3. These are investments where inputs to the valuation methodology are unobservable and significant to the fair value measurement.

6. FAIR VALUE MEASUREMENT (Continued)

Following is a description of the valuation methodology used for investments measured at fair value.

Common stocks - Valued at the closing price reported on the active market in which the individual securities are traded.

The table below summarizes, by level within the fair value hierarchy, the Foundation's investments as of December 31, 2016:

	Level 1	Level 2	Level 3	Total December 31, 2016
Asset Class:				
Equities	$ 5,026	$ -	$ -	$ 5,026

7. SUBSEQUENT EVENTS

In preparing these financial statements, the Foundation has evaluated events and transactions for potential recognition or disclosure through September 18, 2018, the date the financial statements were issued.

Exhibit 10

FINANCIAL STATEMENTS

AMERICAN BRIDGE 21ST CENTURY FOUNDATION

FOR THE YEAR ENDED DECEMBER 31, 2017

AMERICAN BRIDGE 21ST CENTURY FOUNDATION

CONTENTS

GELMAN, ROSENBERG
& FREEDMAN
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
American Bridge 21st Century Foundation
Washington, D.C.

We have audited the accompanying financial statements of American Bridge 21st Century Foundation (the Foundation), which comprise the statement of financial position as of December 31, 2017, and the related statements of activities and change in net assets and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Foundation as of December 31, 2017, and the change in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Gelman Rosenberg & Freedman

June 7, 2019

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EXHIBIT A

AMERICAN BRIDGE 21ST CENTURY FOUNDATION

STATEMENT OF FINANCIAL POSITION
AS OF DECEMBER 31, 2017

ASSETS

CURRENT ASSETS	
Cash and cash equivalents	$ 1,032,577
Contributions receivable	7,500
Total current assets	1,040,077
FIXED ASSETS	
Equipment and furniture	33,830
Computer equipment	11,871
Systems and software	1,199
Website	300,057
	346,957
Less: Accumulated depreciation and amortization	(331,034)
Net fixed assets	15,923
OTHER ASSETS	
Security deposit	6,660
TOTAL ASSETS	**$ 1,062,660**

LIABILITIES AND NET DEFICIT

CURRENT LIABILITIES	
Note payable	$ 400,000
Accounts payable and accrued liabilities	1,370,170
Due to American Bridge PAC	695,620
Total current liabilities	2,465,790
LONG-TERM LIABILITIES	
Deferred compensation	200,000
Total liabilities	2,665,790
NET DEFICIT	
Unrestricted	(2,037,881)
Temporarily restricted	434,751
Total net deficit	(1,603,130)
TOTAL LIABILITIES AND NET DEFICIT	**$ 1,062,660**

See accompanying notes to financial statements.

EXHIBIT B

AMERICAN BRIDGE 21ST CENTURY FOUNDATION

STATEMENT OF ACTIVITIES AND CHANGE IN NET ASSETS
FOR THE YEAR ENDED DECEMBER 31, 2017

	Unrestricted	Temporarily Restricted	Total
REVENUE AND SUPPORT			
Contributions and grants	$ 7,471,083	$ 1,000,000	$ 8,471,083
Investment loss	(5,098)	-	(5,098)
Other revenue	10,000	-	10,000
Net assets released from donor restrictions	565,249	(565,249)	-
Total revenue and support	8,041,234	434,751	8,475,985
EXPENSES			
Program Services	7,458,624	-	7,458,624
Supporting Services:			
Management and General	943,118	-	943,118
Fundraising	1,271,940	-	1,271,940
Total supporting services	2,215,058	-	2,215,058
Total expenses	9,673,682	-	9,673,682
Change in net assets	(1,632,448)	434,751	(1,197,697)
Net deficit at beginning of year	(405,433)	-	(405,433)
NET (DEFICIT) ASSETS AT END OF YEAR	**$ (2,037,881)**	**$ 434,751**	**$ (1,603,130)**

See accompanying notes to financial statements.

EXHIBIT G

AMERICAN BRIDGE 21ST CENTURY FOUNDATION

STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2017

CASH FLOWS FROM OPERATING ACTIVITIES	
Change in net deficit	$ (1,197,697)
Adjustments to reconcile change in net deficit to net cash used by operating activities:	
Depreciation and amortization	35,730
Increase in:	
Contributions receivable	(7,500)
Prepaid expenses	477,667
Increase in:	
Accounts payable and accrued liabilities	617,459
Due to American Bridge PAC	(309,983)
Deferred compensation	100,000
Net cash used by operating activities	(284,324)
CASH FLOWS FROM INVESTING ACTIVITIES	
Proceeds from sale of investments	5,026
Net cash provided by investing activities	5,026
CASH FLOWS FROM FINANCING ACTIVITIES	
Draws on promissory note	400,000
Net cash provided by financing activities	400,000
Net increase in cash and cash equivalents	120,702
Cash and cash equivalents at beginning of year	911,875
CASH AND CASH EQUIVALENTS AT END OF YEAR	**$ 1,032,577**
SCHEDULE OF NONCASH INVESTING AND FINANCING TRANSACTIONS	
Donated Securities	**$ 1,002,804**

See accompanying notes to financial statements.

AMERICAN BRIDGE 21ST CENTURY FOUNDATION

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2017

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND GENERAL INFORMATION

Organization -

American Bridge 21st Century Foundation (the Foundation) was incorporated in March 2011. The primary mission and program of the Foundation is to compare and contrast progressive and conservative solutions to America's public policy concerns and to educate the American people and the nation's leaders on the results of that research. The Foundation is supported primarily by contributions.

Basis of presentation -

The accompanying financial statements are presented on the accrual basis of accounting, and in accordance with the Financial Accounting Standards Board (FASB) ASC 958, *Not-for-Profit Entities*.

Cash and cash equivalents -

The Foundation considers all cash and other highly liquid investments with initial maturities of three months or less to be cash equivalents.

Bank deposit accounts are insured by the Federal Deposit Insurance Corporation ("FDIC") up to a limit of $250,000. At times during the year, the Foundation maintains cash balances in excess of the FDIC insurance limits. Management believes the risk in these situations to be minimal.

Contributions receivable -

Contributions receivable are recorded at their net realizable value, which approximates fair value. Management considers all amounts to be fully collectible. Accordingly, an allowance for doubtful accounts has not been established.

Fixed assets -

Fixed assets in excess of $500 are capitalized and stated at cost. Fixed assets are depreciated on a straight-line basis over the estimated useful lives of the related assets, generally three to five years. The cost of maintenance and repairs is recorded as expenses are incurred. Depreciation and amortization expense for the year ended December 31, 2017 totaled $35,730.

Income taxes -

The Foundation is exempt from Federal income taxes under Section 501(c)(4) of the Internal Revenue Code. Accordingly, no provision for income taxes has been made in the accompanying financial statements. The Foundation is not a private foundation.

Uncertain tax positions -

For the year ended December 31, 2017, the Foundation has documented its consideration of FASB ASC 740-10, *Income Taxes*, that provides guidance for reporting uncertainty in income taxes and has determined that no material uncertain tax positions qualify for either recognition or disclosure in the financial statements.

AMERICAN BRIDGE 21ST CENTURY FOUNDATION

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2017

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND GENERAL INFORMATION (Continued)

Net asset classification -

The net assets are reported in two self-balancing groups as follows:

- **Unrestricted net assets** include unrestricted revenue and contributions received without donor-imposed restrictions. These net assets are available for the operation of the Foundation and include both internally designated and undesignated resources.
- **Temporarily restricted net assets** include revenue and contributions subject to donor-imposed stipulations that will be met by the actions of the Foundation and/or the passage of time. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statement of Activities and Change in Net Assets as net assets released from donor restrictions.

Contributions and grants -

Unrestricted and temporarily restricted contributions and grants are recorded as revenue in the year notification is received from the donor. Temporarily restricted contributions and grants are recognized as unrestricted support only to the extent of actual expenses incurred in compliance with the donor-imposed restrictions and satisfaction of time restrictions.

Use of estimates -

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Functional allocation of expenses -

The costs of providing the various programs and other activities have been summarized on a functional basis in the Statement of Activities and Change in Net Assets. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

New accounting pronouncements not yet adopted -

In August 2016, the FASB issued ASU 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities* (Topic 958), intended to improve financial reporting for not-for-profit entities. The ASU will reduce the current three classes of net assets into two: with and without donor restrictions. The change in each of the classes of net assets must be reported on the Statement of Activities and Change in Net Assets. The ASU also requires various enhanced disclosures around topics such as board designations, liquidity, functional classification of expenses, investment expenses, donor restrictions, and underwater endowments. The ASU is effective for fiscal years beginning after December 15, 2017. Early adoption is permitted. The ASU should be applied on a retrospective basis in the year the ASU is first applied. While the ASU will change the presentation of the Foundation's financial statements, it is not expected to alter the Foundation's reported financial position.

AMERICAN BRIDGE 21ST CENTURY FOUNDATION

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2017

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND GENERAL INFORMATION (Continued)

New accounting pronouncements not yet adopted (continued) -

In June 2018, the FASB issued ASU 2018-08, Not-for-Profit Entities (Topic 958): *Clarifying the Scope and Accounting Guidance for Contributions Received and Contributions Made,* which is intended to clarify and improve current guidance about whether a transfer of assets is an exchange transaction or a contribution. The amendments in this ASU provide a more robust framework to determine when a transaction should be accounted for as a contribution under Subtopic 958-605 or as an exchange transaction accounted for under other guidance (for example, Topic 606). The amendments also provide additional guidance about how to determine whether a contribution is conditional or unconditional. The amendments in this ASU could result in more grants and contracts being accounted for as contributions than under previous GAAP. The ASU recommends application on a modified prospective basis; however, retrospective application is permitted. The Foundation has not yet decided on a transition method. The ASU is effective for fiscal years beginning after December 15, 2018.

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers* (Topic 606). The ASU establishes a comprehensive revenue recognition standard for virtually all industries under generally accepted accounting principles in the United States (U.S. GAAP) including those that previously followed industry-specific guidance. The guidance states that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services.

The FASB issued ASU 2015-14 in August 2015 that deferred the effective date of ASU 2014-09 by a year; thus, the effective date is fiscal years beginning after December 15, 2018. Early adoption is permitted. The Foundation has not yet selected a transition method and is currently evaluating the effect that the updated standard will have on its financial statements.

In 2016, the FASB issued ASU 2016-02, *Leases* (Topic 842). The ASU changes the accounting treatment for operating leases by recognizing a lease asset and lease liability at the present value of the lease payments in the statement of financial position and disclosing key information about leasing arrangements. The ASU is effective for private entities for fiscal years beginning after December 15, 2019. Early adoption is permitted. The ASU should be applied at the beginning of the earliest period presented using a modified retrospective approach.

The Foundation plans to adopt the new ASUs at the respective required implementation dates.

2. NOTE PAYABLE

In October 18, 2017, the Foundation entered into a $400,000 note payable to an individual. The maturity date was April 30, 2018. The note was personally guaranteed by a Director of the Foundation. Although the note included a requirement to pay interest, this was subsequently waived for the year ended December 31, 2017 and no interest was payable on the outstanding amounts during this period. The loan agreement contained various covenants.

As of December 31, 2017, the total outstanding balance of the note payable was $400,000.

3. TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets consisted of the following at December 31, 2017:

Women's Health Initiative	**$ 434,751**

The following temporarily restricted net assets were released from donor restrictions by incurring expenses (or through the passage of time) which satisfied the restricted purposes specified by the donors:

Women's Health Initiative	**$ 565,249**

4. GOING CONCERN

The Foundation experienced a loss during the year ended December 31, 2017, and had an unrestricted net deficit of $2,037,881 as of December 31, 2017. Management continues to implement plans to increase grant revenue while also reducing expenditures. Management hopes that these changes will have a positive impact and will help reduce the net deficit by 2018.

5. RELATED PARTY

The Foundation shares employees, officers, office space and other expenses with American Bridge 21st Century (American Bridge), a political action committee. During the year ended December 31, 2017, the Foundation transferred $4,529,000 to American Bridge for salary, rent and other expenses paid for by American Bridge and allocated to the Foundation.

As of December 31, 2017, the Foundation owed American Bridge $695,620. As of December 31, 2017, the Foundation and American Bridge did not have a formal agreement relating to the allocation of expenses between the two entities.

6. SUBSEQUENT EVENTS

In preparing these financial statements, the Foundation has evaluated events and transactions for potential recognition or disclosure through June 7, 2019, the date the financial statements were issued.

Exhibit 11

FINANCIAL STATEMENTS

AMERICAN BRIDGE 21ST CENTURY FOUNDATION

FOR THE YEAR ENDED DECEMBER 31, 2018

AMERICAN BRIDGE 21ST CENTURY FOUNDATION

CONTENTS

GELMAN, ROSENBERG
& FREEDMAN
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
American Bridge 21st Century Foundation
Washington, D.C.

We have audited the accompanying financial statements of American Bridge 21st Century Foundation (the Foundation), which comprise the statement of financial position as of December 31, 2018, and the related statements of activities and change in net assets, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Foundation as of December 31, 2018, and the change in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Gelman Rosenberg & Freedman

June 7, 2019

4550 MONTGOMERY AVENUE · SUITE 650 NORTH · BETHESDA, MARYLAND 20814
(301) 951-9090 · FAX (301) 951-3570 · WWW.GRFCPA.COM

EXHIBIT A

AMERICAN BRIDGE 21ST CENTURY FOUNDATION

STATEMENT OF FINANCIAL POSITION
AS OF DECEMBER 31, 2018

ASSETS

CURRENT ASSETS	
Cash and cash equivalents	$ 1,449,804
FIXED ASSETS	
Equipment and furniture	33,830
Computer equipment	11,871
Systems and software	1,199
Website	300,057
	346,957
Less: Accumulated depreciation and amortization	(336,342)
Net fixed assets	10,615
OTHER ASSETS	
Security deposit	6,660
TOTAL ASSETS	**$ 1,467,079**

LIABILITIES AND NET DEFICIT

CURRENT LIABILITIES	
Accounts payable and accrued liabilities	$ 628,544
Due to American Bridge PAC	1,455,745
Total current liabilities	2,084,289
LONG-TERM LIABILITIES	
Deferred compensation	300,000
Total liabilities	2,384,289
NET DEFICIT	
Without donor restrictions	(919,918)
With donor restrictions	2,708
Total net deficit	(917,210)
TOTAL LIABILITIES AND NET DEFICIT	**$ 1,467,079**

See accompanying notes to financial statements.

EXHIBIT B

AMERICAN BRIDGE 21ST CENTURY FOUNDATION

STATEMENT OF ACTIVITIES AND CHANGE IN NET ASSETS
FOR THE YEAR ENDED DECEMBER 31, 2018

	Without Donor Restrictions	With Donor Restrictions	Total
REVENUE AND SUPPORT			
Contributions and grants	$ 7,534,387	$ 743,558	$ 8,277,945
Investment loss, net of investment expenses	(6,709)	-	(6,709)
Other revenue	42,320	-	42,320
Net assets released from donor restrictions	1,175,601	(1,175,601)	-
Total revenue and support	8,745,599	(432,043)	8,313,556
EXPENSES			
Program Services	5,424,780	-	5,424,780
Supporting Services:			
Management and General	932,738	-	932,738
Fundraising	1,270,118	-	1,270,118
Total supporting services	2,202,856	-	2,202,856
Total expenses	7,627,636	-	7,627,636
Change in net assets	1,117,963	(432,043)	685,920
Net (deficit) assets at beginning of year	(2,037,881)	434,751	(1,603,130)
NET (DEFICIT) ASSETS AT END OF YEAR	**$ (919,918)**	**$ 2,708**	**$ (917,210)**

See accompanying notes to financial statements.

EXHIBIT C

AMERICAN BRIDGE 21ST CENTURY FOUNDATION

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2018

		Supporting Services			
	Program Services	Management and General	Fundraising	Total Supporting Services	Total Expenses
Salaries and benefits	$ 2,981,065	$ 306,142	$ 119,479	$ 425,621	$ 3,406,686
Professional fees and expenses	132,263	223,483	1,150,639	1,374,122	1,506,385
Overhead/office/IT	317,005	201,930	-	201,930	518,935
Media buys and polling	259,727	-	-	-	259,727
Grants	1,715,001	-	-	-	1,715,001
Occupancy	19,719	195,875	-	195,875	215,594
Depreciation and amortization	-	5,308	-	5,308	5,308
TOTAL	**$ 5,424,780**	**$ 932,738**	**$ 1,270,118**	**$ 2,202,856**	**$ 7,627,636**

See accompanying notes to financial statements.

EXHIBIT D

AMERICAN BRIDGE 21ST CENTURY FOUNDATION

STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2018

CASH FLOWS FROM OPERATING ACTIVITIES	
Change in net assets	$ 685,920
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation and amortization	5,308
Decrease in:	
Contributions receivable	7,500
(Decrease) increase in:	
Accounts payable and accrued liabilities	(741,626)
Due to American Bridge PAC	760,125
Deferred compensation	100,000
Net cash provided by operating activities	817,227
CASH FLOWS FROM FINANCING ACTIVITIES	
Payments on promissory note	(400,000)
Net cash used by financing activities	(400,000)
Net increase in cash and cash equivalents	417,227
Cash and cash equivalents at beginning of year	1,032,577
CASH AND CASH EQUIVALENTS AT END OF YEAR	**$ 1,449,804**
SCHEDULE OF NONCASH INVESTING AND FINANCING TRANSACTIONS	
Donated Securities	**$ 925,801**

See accompanying notes to financial statements.

AMERICAN BRIDGE 21ST CENTURY FOUNDATION

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2018

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND GENERAL INFORMATION

Organization -

American Bridge 21st Century Foundation (the Foundation) was incorporated in March 2011. The primary mission and program of the Foundation is to compare and contrast progressive and conservative solutions to America's public policy concerns and to educate the American people and the nation's leaders on the results of that research. The Foundation is supported primarily by contributions.

Basis of presentation -

The accompanying financial statements are presented on the accrual basis of accounting, and in accordance with the Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2016-14 *Presentation of Financial Statements for Not-for-Profit Entitie*s. The ASU was adopted for the year ended December 31, 2018 and applied retrospectively.

Cash and cash equivalents -

The Foundation considers all cash and other highly liquid investments with initial maturities of three months or less to be cash equivalents.

Bank deposit accounts are insured by the Federal Deposit Insurance Corporation (“FDIC”) up to a limit of $250,000. At times during the year the Foundation maintains cash balances in excess of the FDIC insurance limits. Management believes the risk in these situations to be minimal.

Investments -

Investments are recorded at their readily determinable fair value. Realized losses are included in investment loss, net of investment expenses provided by external investment advisors, in the Statement of Activities and Change in Net Assets.

Investments acquired by gift are recorded at their fair value at the date of the gift. The Foundation’s policy is to liquidate all gifts of investments as soon as possible after the gift.

Fixed assets -

Fixed assets in excess of $500 are capitalized and stated at cost. Fixed assets are depreciated on a straight-line basis over the estimated useful lives of the related assets, generally three to five years. The cost of maintenance and repairs is recorded as expenses are incurred. Depreciation and amortization expense for the year ended December 31, 2018 totaled $5,308.

Income taxes -

The Foundation is exempt from Federal income taxes under Section 501(c)(4) of the Internal Revenue Code. Accordingly, no provision for income taxes has been made in the accompanying financial statements.

Uncertain tax positions -

For the year ended December 31, 2018, the Foundation has documented its consideration of FASB ASC 740-10, *Income Taxes*, that provides guidance for reporting uncertainty in income taxes and has determined that no material uncertain tax positions qualify for either recognition or disclosure in the financial statements.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND GENERAL INFORMATION (Continued)

Net asset classification -

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

- **Net Assets Without Donor Restrictions** - Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions are recorded as net assets without donor restrictions. Assets restricted solely through the actions of the Board are referred to as Board designated and are also reported as net assets without donor restrictions.

- **Net Assets With Donor Restrictions -** Contributions restricted by donors (or certain grantors) are reported as increases in net assets without donor restrictions if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the Statement of Activities and Change in Net Assets as net assets released from donor restrictions. Gifts of long-lived assets and gifts of cash restricted for the acquisition of long-lived assets are recognized as revenue without donor restrictions when the assets are placed in service.

Contributions and grants -

Contributions and grants received without donor restrictions and with donor restrictions are recorded as revenue in the year notification is received from the donor. Contributions and grants with donor restrictions are recognized as without donor restrictions only to the extent of actual expenses incurred in compliance with the donor-imposed restrictions and satisfaction of time restrictions. Such funds in excess of expenses incurred are shown as net assets with donor restriction in the accompanying financial statements.

Use of estimates -

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Functional allocation of expenses -

The costs of providing the various programs and other activities have been summarized on a functional basis in the Statement of Activities and Change in Net Assets. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Expenses directly attributed to a specific functional area of the Foundation are reported as direct expenses to the programmatic area and those expenses that benefit more than one function are allocated on a basis of estimated time and effort.

AMERICAN BRIDGE 21ST CENTURY FOUNDATION

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2018

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND GENERAL INFORMATION (Continued)

Reclassification -

Certain amounts in the prior year's financial statements have been reclassified to conform to the current year's presentation. The reclassifications are primarily due to the adoption of ASU 2016-14, as discussed above, which requires two classifications of net assets from the previously presented three classes.

Net assets previously classified as of December 31, 2017 as unrestricted net deficit in the amount of $(2,037,881) are now classified as without donor restrictions. Net assets previously classified as temporarily restricted net assets in the amount of $434,751, are now classified as net assets with donor restrictions.

New accounting pronouncements not yet adopted -

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers* (Topic 606) (ASU 2014-09). The ASU establishes a comprehensive revenue recognition standard for virtually all industries under generally accepted accounting principles in the United States (U.S. GAAP) including those that previously followed industry-specific guidance. The guidance states that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services.

The FASB issued ASU 2015-14 in August 2015 that deferred the effective date of ASU 2014-09 by a year; thus, the effective date is years beginning after December 15, 2018. Early adoption is permitted. The Foundation has not yet selected a transition method and is currently evaluating the effect that the updated standard will have on its financial statements.

In June 2018, the FASB issued ASU 2018-08, Not-for-Profit Entities (Topic 958): *Clarifying the Scope and Accounting Guidance for Contributions Received and Contributions Made,* which is intended to clarify and improve current guidance about whether a transfer of assets is an exchange transaction or a contribution. The amendments in this ASU provide a more robust framework to determine when a transaction should be accounted for as a contribution under Subtopic 958-605 or as an exchange transaction accounted for under other guidance (for example, Topic 606). The amendments also provide additional guidance about how to determine whether a contribution is conditional or unconditional. The amendments in this ASU could result in more grants and contracts being accounted for as contributions than under previous GAAP. The ASU recommends application on a modified prospective basis; however, retrospective application is permitted. The Foundation has not yet decided on a transition method. The ASU is effective for fiscal years beginning after December 15, 2018.

In 2016, the FASB issued ASU 2016-02, *Leases* (Topic 842). The ASU changes the accounting treatment for operating leases by recognizing a lease asset and lease liability at the present value of the lease payments in the Statement of Financial Position and disclosing key information about leasing arrangements. The ASU is effective for private entities for years beginning after December 15, 2019. Early adoption is permitted. The ASU should be applied at the beginning of the earliest period presented using a modified retrospective approach.

The Foundation plans to adopt the new ASUs at the respective required implementation dates.

AMERICAN BRIDGE 21ST CENTURY FOUNDATION

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2018

2. INVESTMENTS

Included in investment loss are the following:

Realized loss	$	(6,619)
Investment expenses provided by external investment advisors		(90)
TOTAL INVESTMENT LOSS	**$**	**(6,709)**

3. NOTE PAYABLE

In October 18, 2017, the Foundation entered into a $400,000 note payable to an individual. The initial maturity date was April 30, 2018. The note was personally guaranteed by a Director of the Foundation. Although the note included a requirement to pay interest, this was subsequently waived for the year ended December 31, 2017. From January 1, 2018 until April 30, 2018, interest was charged at a rate equal to the Citibank prime rate plus 12%. From May 1, 2018 until the repayment of the loan in November 2018, interest was charged at a rate equal to the Citibank prime rate plus 15%. The loan agreement contained various covenants. The note was fully repaid during the year ended December 31, 2018.

4. NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions consist of the following at December 31, 2018:

Subject to Expenditure for Specified Purpose:		
Women's Health Initiative	**$**	**2,708**

The following net assets with donor restrictions were released from donor restrictions by incurring expenses (or through the passage of time) which satisfied the restricted purposes specified by the donors:

Purpose Restrictions Accomplished:		
Women's Health Initiative	**$**	**1,175,601**

5. LIQUIDITY AND AVAILABILITY

Financial assets available for use for general expenditures within one year of the Statement of Financial Position date comprise the following at December 31, 2018:

Cash and cash equivalents	$	1,449,804
Less: Donor restricted assets		(2,708)
FINANCIAL ASSETS AVAILABLE TO MEET CASH NEEDS FOR GENERAL EXPENDITURES WITHIN ONE YEAR	**$**	**1,447,096**

The Foundation has a policy to structure its financial assets to be available and liquid as its obligations become due. As of December 31, 2018, the Foundation had financial assets equal to approximately two months of operating expenses.

6. GOING CONCERN

The Foundation experienced a loss during the year ended December 31, 2018, and had an unrestricted net deficit of $919,918 as of December 31, 2018. Management continues to implement plans to increase grant revenue while also reducing expenditures. Management hopes that these changes will have a positive impact and will help reduce the net deficit by 2019.

7. RELATED PARTY

The Foundation shares employees, officers, office space and other expenses with American Bridge 21st Century (American Bridge), a political action committee. During the year ended December 31, 2018, the Foundation transferred $3,305,000 to American Bridge for salary, rent and other expenses paid for by American Bridge and allocated to Foundation.

As of December 31, 2018, the Foundation owed American Bridge $1,455,745. As of December 31, 2018, the Foundation and American Bridge did not have a formal agreement relating to the allocation of expenses between the two entities.

8. SUBSEQUENT EVENTS

In preparing these financial statements, the Foundation has evaluated events and transactions for potential recognition or disclosure through June 7, 2019, the date the financial statements were issued.

Exhibit 12

Conference Agenda

THURSDAY, JANUARY 19

6:30PM-7:30PM	**Welcome Cocktail Reception** Jennifer Granholm, Former Governor, Michigan Philip Levine, Mayor, Miami Beach ***Magnolia Courtyard***
7:30PM-9:00PM	DINNER **Remarks by** Keith Olbermann, host of GQ.com's, *The Resistance* ***Magnolia Courtyard***

FRIDAY, JANUARY 20

7:30AM-8:30AM	BREAKFAST ***Ballroom South Foyer***
8:30AM-9:00AM	**Welcome & Introductory Remarks** David Brock, Founder, Media Matters, American Bridge, Shareblue ***Ballroom III***
9:00AM-10:00AM	**What the Hell Just Happened?** Top progressive strategists look back at the 2016 election, discuss what led to the shocking results, and look ahead at how Democrats can set themselves up to win elections moving forward. James Carville, Veteran Democratic Operative Jon Cowan, President, Third Way Ilyse Hogue, President, NARAL Pro-Choice America Mike Podhorzer, Chair, Analyst Institute; Political Director, AFL-CIO ***Ballroom III***
10:00AM-10:15AM	BREAK
10:15AM-11:15AM	Breakouts (*CHOOSE ONE)* Option 1) **Learning from 2016: Democratic Messages That Win** We will discuss the key lessons from 2016, and how we can craft a Democratic message that can help us build a big tent coalition to win. Harold Ford, Jr., Former US Representative & Political Pundit for MSNBC and CNBC Doug Hattaway, President, Hattaway Communications John Neffinger, President, Franklin Forum; Author of *NYT* best-seller *Compelling People* Stephanie Schriock, President, EMILY's List ***Ballroom I*** Option 2) **Learning from 2016: Leveraging Tools and Tactics to Win** From polling, digital strategies, field operations, advertising, and other tactical elements, we will look at what went wrong and what went right to inform future campaigns. Jill Alper, Principal, Dewey Square Group John Anzalone, Partner, Anzalone Lizst Grove Donnie Fowler, CEO, Tech4America Tim Lim, Partner, Bully Pulpit Interactive ***Ballroom II***
11:15PM-12:00PM	**The Road to Fascism?** Donald Trump's ties to Russia, his public criticism of his opposition, and his constant bullying of the press suggest the tactics of a fascist leader. What can we learn from looking at other countries with strongman leaders and what factors led to American voters electing such a leader? Masha Gessen, Journalist, author, and activist noted for her opposition to Vladimir Putin Kathleen Kennedy Townsend, Former Lieutenant Governor, Maryland Gara LaMarche, President, Democracy Alliance Yascha Mounk, Lecturer at Harvard University focused on the crisis of liberal democracy ***Ballroom III***

12:00PM-12:30PM	BREAK (Guests go through lunch buffet) ***Ballroom South Foyer***
12:30PM-1:45PM	LUNCH: **Trump's First 100 Days** After winning the Electoral College, Trump has the legal authority, but his opposition has the moral authority—and the moral responsibility—to resist his policies, corrupt deals and bad actor nominees at every turn. We will look at the actions that Trump may take in his first 100 days in office and how we can resist these regressive and dangerous policies at every turn. Rahm Emanuel, Mayor, Chicago; Former Chief of Staff to President Obama Maya Harris, Senior Policy Advisor, Hillary for America; Former Vice President for Democracy, Rights, and Justice, Ford Foundation Ron Klain, Former Chief of Staff to Vice President Biden and Vice President Gore Jessica Mackler, President, American Bridge **Jessica Mackler discusses American Bridge Strategic Plan** ***Ballroom III***
1:45PM-2:00PM	BREAK
2:00PM-3:15PM	**Impact Litigation, Ethics and Holding Trump Accountable Through the Courts** The Trump administration is on track for unprecedented conflicts of interest and unethical and possibly illegal behavior. We will discuss how the right-wing organization Judicial Watch operated successfully as a thorn in the side of the Obama administration and the Clinton campaign, and how the Trump administration presents opportunities for impact litigation to hold the President accountable to the law. Noah Bookbinder, Executive Director, CREW Norm Eisen, Chairman of the Board, CREW, Fmr. Ambassador to the Czech Republic, and Special Counsel for Ethics Reform to Obama Administration Roberta Kaplan, Partner, Paul, Weiss, argued *United States v. Windsor*, landmark case in fight for marriage equality Brina Milikowsky, Chief Strategy Officer, Everytown for Gun Safety **Norm Eisen discusses CREW Strategic Plan** ***Ballroom III***
3:15PM-3:30PM	BREAK
3:30PM-4:30PM	**Winning Women & Winning Elections** Hillary Clinton nearly shattered the highest glass ceiling to become the first female president of the United States. Yet her campaign was plagued with pervasive strains of misogyny, including in how it was covered by the media. Donald Trump ran the most hateful, anti-woman campaign in modern history and his presidency poses a clear and present danger to women's overall empowerment, including their economic freedom and reproductive health. This did not keep voters, including women, from voting for Trump—many stating that while his comments were distasteful, they weren't disqualifying. What needs to happen to get voters to care about preserving women's rights at the ballot? How should reproductive rights and women's empowerment be used as a wedge in the upcoming issue and confirmation fights? What can be done to address the unique challenges that women candidates face? Wade Davis, Former NFL Player, thoughtleader on gender, race & orientation equality Alexis McGill Johnson, Executive Director & Co-Founder, The Perception Institute Maria Teresa Kumar, Executive Director, Voto Latino Barbara Lee, Founder & President of the Barbara Lee Political Office and Barbara Lee Family Foundation Cecile Richards, President, Planned Parenthood Federation of America Tracy Weitz, Director, US Programs, Susan Thompson Buffett Foundation ***Ballroom III***

4:30PM-7:00PM	BREAK
7:00PM-8:00PM	**Cocktails** ***Bourbon Steak***
8:00PM-9:30PM	DINNER: **States Stand Up** Republicans control all levels of federal power and 33 governor's mansions across the country. However, progressive champions in Democratic controlled states are standing up for our values and vowing to fight back against Trump's regressive agenda. Over dinner, we will hear from three attorneys general as to how they are ensuring that their states remain bastions of equality and inclusivity, and how we can use these examples as models to emulate throughout the country. **Hector Balderas, Attorney General of New Mexico** **Maura Healey, Attorney General of Massachusetts** **Jennifer Granholm, Former Governor, Michigan** **Eric Schneiderman, Attorney General of New York** ***Bourbon Steak***
9:30PM-11:00PM	**Dance Party!** ***Bourbon Steak***

SATURDAY, JANUARY 21

7:30AM-8:30AM	BREAKFAST ***Ballroom South Foyer***
8:30AM-9:15 AM	**A View from the Hill: A Conversation with Senator Merkley** As Donald Trump and Republican leaders in Congress prepare to roll back progressive policies, install a corrupt cabinet, and rework the federal judiciary, Democrats are organizing to fight. We will get perspective from the Democratic opposition in the Senate about the work they are doing to stand up to the Trump agenda. **Jeff Merkley, US Senator, Oregon** ***Ballroom III***
9:15AM-9:40AM	**Fake News: The Human Impact** **James Alefantis, chef owner Comet Ping Pong and target of "Pizzagate" Fake News Conspiracy** ***Ballroom III***
9:40AM-10:00AM	BREAK
10:00AM-10:45AM	Breakouts (*CHOOSE ONE)* Option 1) **Fake News: What Is It? What Can We Do About It?** The right-wing has led a decades-long campaign to discredit the mainstream media and push disinformation on the American public. Now, with an increasingly fragmented media and new tools to promote falsehoods quickly and directly to the public, Fake News has become a very real problem. We will discuss the origins of Fake News, its implications in fomenting anger and violence, and how we can stop its dissemination in a world where the media is no longer a trusted entity. **Angelo Carusone, President, Media Matters** **Todd Gitlin, Chair, Ph.D. Program at Columbia Journalism School** **Jonathan Taplin, Director Emeritus, Annenberg Innovation Lab at USC's Annenberg School for Communication and Journalism** ***Ballroom I***

Option 2) **Covering Trump, What the Press Got Wrong and How to Get it Right**
It cannot be denied that the media helped give rise to Donald Trump, giving him over $1 billion dollars in free air time and refusing to hold him to the same standard as previous candidates. Now it appears that Trump, with the bully pulpit of the White House, may circumvent traditional media altogether through social media, stonewalling, and bullying. We will discuss how media can hold the Trump administration accountable and keep citizens informed.
David Cay Johnston, Pulitzer Prize winning investigative journalist
Katie Paris, Senior Advisor, Shareblue
Michael Tomasky, Editor in Chief, Democracy, Special Correspondent, Newsweek, The Daily Beast
Ballroom II

10:45AM-11:00AM BREAK

11:00AM-11:30AM **How We Fight Fake News and Hold the Press Accountable**

Angelo Carusone discusses Media Matters Strategic Plan
Ballroom III

11:30AM-12:15PM **Disruptive Technology and How to Apply Them to Politics**
Two technology innovators will show how Democrats can utilize technology to build platforms to bring people together around key issues. They will discuss how disruptive technologies can be used to engage communities online, the unexpected consequences of building these platforms, and what it can mean for future electoral and issue campaigns.
Reid Hoffman, Partner, Greylock Partners, Co-Founder of LinkedIn
Mark Pincus, Chairman and CEO, Zynga
Ballroom III

12:15PM-12:45PM BREAK (Guests go through lunch buffet)

12:45PM-1:15PM LUNCH: **Winning in the States: A Conversation with Attorney General Eric Holder and Governor Steve Bullock**
We will discuss how Democrats can build momentum from the ground up, starting in the states, to advance progressive policy and defend voting rights. We will look at legislative opportunities in governors races in 2018 and how we can impact the big prize of redistricting in 2020.
Steve Bullock, Governor, Montana
Jennifer Granholm, Former Governor, Michigan
Eric Holder, Former Attorney General of the United States
Ballroom III

1:15PM-2:30 PM **A Vision for the Future: Forum with DNC Chair Candidates**
Charlie Baker, President & Co-Founder of Dewey Square Group
David Brock, Founder, Media Matters, American Bridge, Shareblue
Andrew Gillum will lead a conversation about the future of the Democratic Party and the progressive movement with the announced candidates for DNC Chair.
Ray Buckley, Chair, New Hampshire Democratic Party
Keith Ellison, Congressman, Minnesota
Andrew Gillum, Mayor, Tallahassee, Florida
Jaime Harrison, Chair, South Carolina Democratic Party
Tom Perez, Former Secretary of Labor
Ballroom III

2:30PM-3:00PM **Our Challenge—And Yours**
Mary Pat Bonner, President, Bonner Group
David Brock, Founder, Media Matters, American Bridge, Shareblue
Ballroom III

4:00PM-6:00PM **Community Building**

Exhibit 13

DEMOCRACY MATTERS

Strategic Plan for Action

2017-2020

PRIVATE & CONFIDENTIAL

MEDIAMATTERS
FOR AMERICA

AMERICAN
BRIDGE
21ST CENTURY

CREW

Shareblue

Strategic Plan for Action

THIS IS NOT WHAT WE PLANNED, BUT IT'S WHAT WE'RE BUILT FOR

The progressive infrastructure groups we've built together were started long before Hillary Clinton ran for president. They were always intended to be the first line of defense—and offense—when we are under siege.

If we keep fighting, our groups *will* last, we will continue to build for the future—and we will win again.

We have the mandate.

Together, we won the popular vote and Democrats picked up seats in the Senate and the House.

Trump is the least popular incoming president in modern history and the outgoing president and popular vote winner are again the most admired man and woman in the nation.

The country did not vote for Trump-style change.

Trump has the legal authority, but we have the moral authority—and the moral responsibility—to oppose him.

We will fight, every day.

We are going to fight for the things in which we believe, and we are going to fight against any attempt to erode the cornerstone work and values of the progressive movement and this pluralistic nation.

We are going to resist the normalization of Donald Trump. His every conflict of interest, his every bit of cronyism, his every move toward authoritarianism, his every subversion of our democratic systems and principles, his every radical departure from foreign and domestic policy norms.

We are going to contest every effort, at every level of government, to limit rights, rescind protections, entrench inequality, redistribute wealth upwards, or in any other way fundamentally undermine the tenets of egalitarianism that must serve as the bedrock of our democracy.

We will apply lessons learned.

Generally speaking and simply put, Democrats got clobbered in the digital space.

Digital programs—both tactical and messaging—failed to actively listen to and engage the online grassroots universe.

The Trump camp spoke effectively to the grassroots and relied on online channels to disseminate information and misinformation and influence the media, even getting fake stories onto cable TV.

And the right colonized Facebook, which has established a virtual monopoly on information distribution.

Our digital efforts were largely focused on changing the narrative with the traditional media versus voters. This worked to a point but wasn't enough in the face of a news media incentivized by profit and access and fearful of intimidation and bullying by the Trump forces.

We will fully adapt to the new reality, and we will win.

Here's how:

In the next four years, **Media Matters** will continue its core mission of disarming right-wing misinformation, while leading the fight against the next generation of conservative disinformation: The proliferation of fake news and propaganda now threatening the country's information ecosystem. Here's what success will look like:

- **Serial misinformers and right-wing propagandists inhabiting everything from social media to the highest levels of government will be exposed, discredited.**
- **Internet and social media platforms, like Google and Facebook, will no longer uncritically and without consequence host and enrich fake news sites and propagandists.**
- **Toxic alt-right social media-fueled harassment campaigns that silence dissent and poison our national discourse will be punished and halted.**

American Bridge will cement itself as the standard-bearer of opposition research, build on its role as a progressive clearinghouse for information that drives the narrative on Republican officeholders and candidates, and be at the epicenter of Democrats' work to regain power—starting in 2017 and building to 2020. Here's what success will look like:

- **Trump will be defeated either through impeachment or at the ballot box in 2020.**
- **The balance of power will shift back to Democrats. We will measurably impact US Senate, gubernatorial, and state legislative races.**
- **We will free ourselves from solely relying on the press. Our robust digital program will reach voters directly online.**

CREW will be the leading nonpartisan ethics watchdog group in a period of crisis with a president and administration that present possible conflicts of interest and ethical problems on an unprecedented scale. CREW will demand ethical conduct from the administration and all parts of government, expose improper influence from powerful interests, and ensure accountability when the administration and others shirk ethical standards, rules, and laws. Here's what success will look like:

- **Trump will be afflicted by a steady flow of damaging information, new revelations, and an inability to avoid conflicts issues.**
- **The Trump administration will be forced to defend illegal conduct in court.**
- **Powerful industries and interest groups will see their influence wane.**
- **Dark money will be a political liability in key states.**

Shareblue will take back social media for Democrats. We will delegitimize Donald Trump's presidency by emboldening the opposition and empowering the majority of Americans who oppose him. Shareblue will be the dynamic nucleus of a multi-platform media company that informs, engages, and arms Americans to fight. Here's what success will look like:

- **Shareblue will become the de facto news outlet for opposition leaders and the grassroots.**
- **Trump allies will be forced to step down or change course due to news pushed by Shareblue.**
- **Under pressure from Shareblue, Democrats will take more aggressive positions against Trump.**
- **Shareblue will achieve financial sustainability while diversifying content offerings and platforms.**
- **Top editorial and writing talent will leave competitors to join Shareblue.**

Right now, our institutions are among the critical few that stand between the America we love and the abyss. We must protect and defend our democratic values.

We will not back down. We will only move forward.

We hope you'll fight with us.

MEDIAMATTERS
FOR AMERICA

est. 2004

The Top Watchdog Against Fake News and Propaganda

Transforming the Media Landscape

Media Matters will continue our core mission of disarming right-wing misinformation, while leading the fight against the next generation of conservative disinformation: The proliferation of fake news and propaganda now threatening the country's information ecosystem. Utilizing our unique capacity as the nation's premier progressive media watchdog and rapid-response research center, Media Matters will further increase our visibility in the ecosystem, strengthen the ability of our supporters and partners to influence it, and improve the infrastructure on which it rests.

vision

THE TOP WATCHDOG AGAINST FAKE NEWS AND PROPAGANDA

COMPETITIVE ANALYSIS

The onslaught of well-funded right-wing media manipulation brings with it significant challenges.

The conservative Media Research Center, with an annual operating budget of $18 million, works closely with establishment right-wing media to reinforce the myth of a liberally biased media, push journalism to the right, and propel misinformation into the mainstream.

Breitbart, which has received millions in funding from extremist billionaires close to the Trump administration, provides a nexus point for the so-called alt-right (the newest branding for American white nationalism, anti-Semitism, and misogyny) to exploit vulnerabilities throughout the media landscape. With a powerful ally in the White House (former chief executive Steve Bannon will be Trump's chief strategist), Breitbart plans to export its brand of anti-establishment racism on a global scale.

Meanwhile, the right has spent millions building and maintaining a next generation conservative news infrastructure, which it effectively weaponized through social media and affiliated sites during the 2016 presidential campaign.

The relationship is symbiotic.

Donald Trump uses his Twitter account to manipulate news cycles with lies; attack press outlets that produce critical stories about him; and share stories from fake news purveyors, conspiracy websites, and right-wing news outlets.

"Trump TV" (the streaming news upstart Right Side Broadcasting) gives him a platform to bypass other news media and distribute programming directly to his supporters. (Trump TV will reportedly be present at White House press briefings even without traditional press credentials.)

In a hyper-fragmented media environment, the right is aggressively exploiting vulnerabilities and finding new ways to poison the information ecosystem with lies.

Media Matters is ready to stop them.

OVERARCHING STRATEGY

In our last four-year strategic plan, we described the media landscape ahead as being "sandwiched between two realities." We foresaw a landscape where, on the one hand, legacy outlets would ostensibly remain at the forefront, but their power and relevancy would wane as they made abrupt shifts to respond to changing economic realities. On the other hand, fragmentation among audiences would create an explosion in new digital outlets yielding increases in confirmation bias, trap information consumers in the filter bubble isolating them from contrary views, and foment extremism.

We are no longer sandwiched between two realities. The new reality is the one of fragmentation—and all that comes with it. Specifically, Media Matters must respond to three distinct challenges:

- **The decay of journalism.**
- **The rise of fake news, disinformation, and active propaganda efforts.**
- **An information ecosystem that furthers extremism and cultivates a climate of harassment.**

To stop right-wing media manipulation in this environment, we must further increase our visibility in the ecosystem, strengthen the ability of our partners and supporters to influence it, and improve the infrastructure on which it rests.

TOP OUTCOMES

Over the next four years, Media Matters will focus on achieving the following outcomes:

Serial misinformers and right-wing propagandists inhabiting everything from social media to the highest levels of government will be exposed.

Internet and social media platforms, like Google and Facebook, will no longer uncritically and without consequence host and enrich fake news sites and propagandists.

Toxic alt-right social media-fueled harassment campaigns that silence dissent and poison our national discourse will be punished and halted.

Our Impact

STOPPED DONALD TRUMP'S PHONE INTERVIEW PRIVILEGES.

Media Matters was the first to call out national cable broadcast networks for allowing Trump to phone in to their shows instead of forcing him to appear via satellite or in studio. Because of this unprecedented privilege, Trump could appear on more shows (he conducted 69 phone interviews in the first 69 days of 2016 alone), and he could avoid being confronted by images and interviewers showing his lies for what they are. As a result of our campaign urging major networks to correct course, CBS News and NBC News publicly stated they'd discontinue Trump's phone privileges. Eventually others followed suit and Trump's ability to control the news cycle from the comfort of his home was greatly reduced.

THE MEDIA MATTERS PLAN

Media Matters will push back on conservative misinformation across all media channels in the information ecosystem and specifically neutralize the effects and infrastructure of the newly empowered alt-right.

We will focus our efforts into the following three areas:

- **Leverage our authority to encourage good journalism.**
- **Develop technologies to serve as an early warning system for fake news and inoculate social media platforms from exploitation and abuse.**
- **Implement a robust omnichannel communications strategy and mobilize a massive grassroots advocacy effort.**

ENCOURAGE GOOD JOURNALISM

17,929
news articles highlighting or relying on Media Matters

Traditional news outlets are dying.

Their business models have been decimated over the last 20 years as their audiences have fallen, competitors have grown, and advertising revenue has plummeted.

Journalists face an increasingly precarious personal financial position as news outlets lay off reporters or fold altogether.

This position of weakness, combined with journalists' institutional tendency to portray political problems as equally the fault of both Democrats/progressives and Republicans/conservatives regardless of the facts, suggests that the press will continue to normalize Donald Trump and his allies.

Journalists who confront the extreme reality of a Trump administration experience personal harassment. Media outlets that hold him accountable may be subject to boycotts, enflamed by the president himself. Both risk access to government information and officials.

Media Matters must grapple with the effects of decaying journalism and ensure that truth triumphs in the information ecosystem—not only as a means to combat misinformation but because it's necessary for our embattled democracy to survive.

Here's how we'll do it:

RESEARCH
Even our fiercest detractors acknowledge the veracity our research. Recognizing that Media Matters' strength comes from its research products, we will elevate and promote their branding and use.

In early December 2016, Media Matters restructured our research department to improve our ability to engage in deep dive research studies and opposition research while simultaneously supporting rapid response that bolsters the progressive movement.

In 2017, we will revamp the Media Matters website to make this vital and often evergreen information significantly more accessible. Every day, Media Matters receives requests from members of the news media and progressive partners that can be satisfied by simply pointing them to previously published research content. Developing a research portal will capitalize on this demand.

Along these lines, when it comes to ultimately moving the needle and shaping coverage, few products rival a Media Matters quantitative study that puts hard numbers on the amount and type of coverage a topic has received, and the people and organizations sought to discuss it. We know this based on feedback from journalists as well as the impact these studies have generated. Increasing the number of quantitative studies we publish will strengthen Media Matters' overall brand while increasing our credibility with activists, media, and our movement partners.

Additionally, Media Matters' core media monitoring and research teams, which focus on the news of the day, are bolstered by five issue-specific teams led by experts who study how media cover the key progressive topics of our time, even when they do not lead the news. Media Matters' issue teams are focused on correcting misinformation on: gun violence and public safety, LGBT equality, reproductive health and gender equality, climate and energy, and economic policy. Our issue teams teams work daily with movement partners specializing on these issues to amplify our work and change the narrative on how these issues are covered in the media.

"Over the years, Media Matters has won or assisted in a number of tangible victories, from getting Glenn Beck off cable news to holding 60 Minutes accountable for its faulty Benghazi reporting."

—The Nation

MEDIA ADVOCACY—PUNISH ENABLING AND COMPLACENCY

Media Matters will be vigilant in holding news media accountable for even the slightest bit of normalization of Trump. We will encourage journalists to defend standard practices, like the protective press pool and media credentialing, and strive for higher standards against this new threat.

When Breitbart applied for Permanent Senate Gallery Press Credentials, Media Matters was quick to act by advising the credentialing committee of the myriad ways that Breitbart violated their requirements. Additionally, Media Matters did something that the committee was unable to do: A deep dive study of Breitbart content, reviewing thousands of their stories to demonstrate that they do not meet the credentialing requirement for original reporting.

Media Matters also first sounded the alarm about Breitbart's international expansion and began working with journalists in the United States and abroad to educate them on Breitbart's model as well as the larger universe of alt-right activity for which Breitbart is the nexus. Most significantly, we helped journalists understand the symbiotic relationship between Breitbart and opposition political parties so that they can accurately report on the danger that is spreading across western democracies.

Supporting journalism means just that: Helping news media navigate the complicated alt-right landscape, defending them against harassment and abuse from alt-right pockets, while simultaneously ensuring that they do the work that is so vitally needed.

NEUTRALIZE GOVERNMENT DISINFORMATION

What happens when the most dangerous source of misinformation is no longer right-wing radio hosts or Fox News, but the federal government itself? Misinformation coming out of government agencies can have devastating consequences. Look no further than government-fueled misinformation amplified by an uncritical news media that led the country to war with Iraq in 2003.

The notion that the United States government under Donald Trump could become a source of misinformation is not far-fetched—and in fact seems all but inevitable. Trump himself has repeatedly pushed lies on his social media accounts. And several of his top officials have promoted fake news stories, including the person that he has put in charge of the official White House social media accounts, who has also used social media to harass detractors.

192.1 million
unique visitors to Media Matters' website since 2013

Bottom line: Media Matters must be fully prepared to identify misinformation coming from government and fight it at every turn—both directly and indirectly by prodding journalists to scrutinize federal claims.

As part of our research department restructuring, we have added a dedicated team of media analysts that will use new technologies to help track government disinformation. Media Matters is prepared to confront the United States government under a proven and dangerous dissembler.

INNOVATE AGAINST FAKE NEWS AND PROPAGANDA

Facebook's virtual monopoly on information distribution has supercharged the fragmented landscape.

Almost two-thirds of Americans (200 million) consume news on social media. By contrast, less than half of adults watch local news, less than a third watch cable news or nightly network news, a quarter listen to radio, and only one in five read newspapers.

In 2016, a full two-thirds of Facebook users used the platform to get news. Facebook's algorithm fuels confirmation bias by feeding content from outlets that tell the users what they want to hear. Fake news purveyors exploited this vulnerability for profit and political influence.

Fake news was so profitable during the 2016 election that teenagers in Macedonia began publishing pro-Trump propaganda for the sole purpose of making money. In instances where fake news can be funded by political operations or even foreign governments, Facebook's algorithm is the only barrier to mass access.

We are already experts in monitoring the way information moves through the media landscape; we understand where and how a lie is manufactured and how it proliferates.

Now is the time to build on our expertise and unique audio and video archive to develop the technologies necessary to combat this new onslaught of misinformation.

Here's how we'll do it:

BIG DATA ANALYSIS AND EARLY WARNING SYSTEM
Media monitoring enables us to identify pernicious misinformation and develop strategies for combating it. Historically, this has meant monitoring conservative media, television news, and newspapers.

But relying on human media monitors is no longer sustainable. Fake news and alt-right communities are multiplying exponentially.

Our Impact

FORCED CHANGES AT *60 MINUTES* OVER BENGHAZI SMEAR.

In October 2013, CBS aired a *60 Minutes* report that purported to raise further questions about the Obama administration's response to the Benghazi attack based on an interview with a so-called "eyewitness." Our relentless research and pressure provoked reporting that proved the account to be a total fabrication. The network was forced to issue a correction and apology, and the publisher pulled the "eyewitness's" book (published by CBS's corporate cousin) from the shelves. After the network launched an internal investigation—for which we were the first to call—into the origins of its faulty reporting, the reporter and producer responsible were forced to take a leave of absence, and the show's executive producer promised to make changes to reduce the chance of repeating the error. *Slate* credited Media Matters, writing, "the fast torpedoing of CBS's Benghazi story shows how far the liberal attack machine [Media Matters] has come."

970% increase
in Facebook engagement over the past 4 years, from 4.8 million in 2013 to 56.9 million in 2016

Media Matters has already secured access to raw data from Facebook, Twitter, and other social media sites. We have also put in place the technology necessary to automatically mine white nationalist message boards and alt-right communities for our archive.

We will now develop technologies and processes to systematically monitor and analyze this unfiltered data.

The earlier we identify a fake news story, the more effectively we can quash it. With this new technology at their fingertips, researchers monitoring news in real time will be able to identify the origins of a lie with mathematical precision, creating an early warning system for fake news and disinformation.

PREDICTIVE TECHNOLOGY
Bringing this data analysis to scale will also allow Media Matters to identify which individuals and outlets are the most destructive forces driving fake news, misinformation, and harassment.

Cutting-edge advances in cloud computing and machine learning will enable us to identify patterns and connections that would otherwise go under the radar. We will be able to assess where and how misinformation is likely to move, who will be affected by it, and what needs to be done to neutralize it.

But predictive technologies are only as good as the data that goes into them. The more data the system has to analyze, the richer its insights. Media Matters' already extensive 12-year archive gives this new system a big jump-start.

COLLABORATING WITH SOCIAL MEDIA PLATFORMS
Outlets that push fake news are completely dependent on Facebook to spread their lies, and ad networks like Google to fund them.

Media Matters has unique insight to help fix problems in this part of the media landscape.

After Facebook responded to our campaign by acknowledging the problem of fake news and agreeing to do something about it, we began a dialogue. It became clear from these conversations that Facebook needed our help in fully understanding the problem and identifying concrete solutions. Further, it also became clear that we had information and insight that they didn't have that was helpful in educating them on the full scope of the problem. For example, Media Matters had a detailed map of the constellation of right-wing Facebook pages that had been the biggest purveyors of fake news—as well as insight into the food chain of fake news and how it was moving through the Facebook ecosystem.

Similarly, after Google revised their terms of service in order to prohibit so-called fake news sites from using their advertising network, it was Media Matters that had the information necessary to identify 40 of the worst fake news sites to which this policy applied.

Our Impact

GOT FACEBOOK TO COMMIT TO FIGHTING THE RISE OF FAKE NEWS.

During the 2016 election, Facebook refused to do anything about the dangerous rise of fake news or even acknowledge their role in promoting disinformation: Mark Zuckerberg called the notion that fake news is a problem "crazy." In November, we launched a campaign pressuring Facebook to: 1) acknowledge the problem of the proliferation of fake news on Facebook and its consequences for our democracy and 2) commit to taking action to fix the problem. As a result of our push for accountability, Zuckerberg did both. Our campaign was covered by prominent national political, business, and tech media outlets, and we've been engaging with Facebook leadership behind the scenes to share our expertise and offer input on developing meaningful solutions.

$170,000,000
in earned TV airtime for Media Matters research and video since 2013

Social media platforms need help in identifying vulnerabilities and crafting solutions. To this end, Media Matters will serve as their partner, speaking to them in their language of big data and encouraging changes based on what we see happening in the landscape.

By applying our expertise-driven technologies and enhanced credibility, we will earn and maintain our seat at the table and improve the structures of the media landscape.

MOBILIZE

At the Republican National Convention, Stephen Bannon bragged that Breitbart News had built "the platform for the alt-right." Weeks later, Trump appointed Bannon the head of his campaign, and now Bannon will follow Trump into the White House. The alt-right specializes in harassment and abuse and distinguishes itself from traditional right-wing media by its ability to self-organize.

But it has several key vulnerabilities.

They are largely dependent upon social media behemoths that tolerate their abusive activity. (Facebook, Reddit, YouTube, and Twitter have permitted the alt-right's presence, with some rare but notable exceptions.) They operate on the edge of the law. Their efforts are largely financed on thin profit margins. And their membership consists of weak individuals, often recruited into the movement because they fear or resent women and/or harbor racial animosity.

Both fake news and the alt-right rely on being able to operate in the shadows. They assume that no one will detect their harassment and propaganda until the damage has already been done.

To stop them, we need to become bigger and louder. Only through mass engagement can we halt their harassment and lies.

Here's how we'll do it:

OMNICHANNEL COMMUNICATIONS
Media Matters will not just manage the effects of media fragmentation; we will leverage it to advance our mission.

To this end, Media Matters will enhance our existing digital program by establishing an omnichannel communications command center to communicate with audiences in ways that are optimized for the platform on which they are already most engaged.

Put another way, we won't force information consumers to come to us for a one-size-fits-all piece of content. Instead, we will go to them with content that is tailored to their individualized way of interacting. In practice, this means that the way we present a specific issue on Facebook will be different than the way that we present it on Tumblr or Twitter—and some in our audience may not even

> ***"I've gotten some tough treatment [from Media Matters] and there were times you guys were right and I internalized that and said 'that is a lesson learned.'"***
>
> —Major Garrett, CBS News White House Correspondent
> (formerly a Fox News correspondent)

> ***"It's often easy to trace Media Matters' influence on a major news story."***
> *—National Journal*

get information on social, but instead have it delivered directly to their phone via text messages.

Our award-winning digital team has incorporated elements of this strategy into our communications for the past few years, resulting in a 970% increase in engagement and a comparable increase in growth.

Now, Media Matters will fully incorporate this approach by overhauling our social media strategy, adding additional staff to our social media team, and initiating a comprehensive audience targeting and segmentation program.

We will also bring on board an expert to construct turnkey rapid-response plans so that Media Matters can squash burgeoning online harassment campaigns and fake news or saturate the landscape with truth, bypassing the news media entirely if need be.

With this capacity, Media Matters will dramatically increase our audience and engagement and effectively quash fake news and misinformation before it spreads far and wide.

MASSIVE GRASSROOTS TRUTH SQUAD

Wider reach alone won't be sufficient. We need our audience to persistently engage in the fight against the alt-right and fake news—routinely and within their own social networks.

Too many Facebook users sit silent as extremism and misinformation fill their news feeds. Progressives in particular are significantly less likely to challenge content that pops up in their feeds compared to their conservative counterparts. Silence allows misinformation to fester.

This can't go on.

We will train hundreds of thousands of individuals on how to identify fake news and alt-right smears in their social media networks and equip them with the tools to fight them on their own.

In December 2016, with fake news at the forefront of public attention, we added 40,000 new participants to our action list. We expect this growth to continue, and will provide trainings, resource materials, and urgent action alerts to keep participants actively engaged.

A deeper grassroots bench also means that Media Matters will be better positioned to win corporate pressure campaigns, proven to eliminate perverse incentives that reward this horrific behavior.

EVALUATION

Media Matters will constantly monitor the following indicators to know if we're on track toward our top outcomes.

Serial misinformers and right-wing propagandists inhabiting everything from social media to the highest levels of government will be exposed. Journalists, activists, allies, politicians, and the general public will routinely utilize and weaponize our research products to understand and take action against the changing media ecosystem and the extremists seeking to manipulate it. We will continue to break engagement records and dramatically expand and diversify our reach by presenting our research in multiple formats on a variety of platforms. Key right-wing targets will see their influence diminish as a result of our work.

Internet and social media platforms, like Google and Facebook, will no longer uncritically and without consequence host and enrich fake news sites and propagandists. Social media companies will engage with us over their promotion of the fake news industry. Facebook will adjust its model

18,134
research, analysis, and rapid-response pieces published since 2013

to stem the flow of damaging fake news on its platform's pages. Google will cut off these pages' accompanying sites' access to revenue by pulling their access to Google's ad platform.

Toxic alt-right social media-fueled harassment campaigns that silence dissent and poison our national discourse will be punished and halted. Hundreds of thousands of activists will join our campaigns to push back on alt-right harassment. Key alt-right figures will lose credibility and influence in response to our research and pressure.

BUDGET AND TEAM

Media Matters' core budget for 2017 is $13.4 million, which covers a staff of 81.

This budget allows us to create a 34-person research department engaged in media monitoring, research, deep dive analysis, and rapid response. In addition, this supports five issue-specific teams housing experts that provide broad support to the progressive movement on topics key progressive issues like gun violence and public safety, LGBT equality, reproductive health and gender equality, climate and energy, and economic policy.

This budget also allows us to invest in technological innovations like the creation of an early warning system to identify the proliferation of fake news more efficiently and to create cutting-edge predictive technology that allows us to identify patterns and connections in order to asses how misinformation will move and how we can neutralize it. We will also build out our digital and video teams to a staff of a nine to create a robust omnichannel communications command center and mobilize a grassroots truth squad; and increase the number and impact of actions and advocacy initiatives we undertake to drive change and accountability across the media landscape.

SENIOR STAFF

Angelo Carusone, President. Angelo was named President of Media Matters in December 2016. Previously, he was the organization's Executive Vice President. In that role, Angelo helped run day-to-day operations, expanded the organization's online footprint, and managed accountability initiatives. In 2016, he took a leave of absence to serve as the Deputy CEO for Finance & Administration of the 2016 Democratic National Convention. In 2009, as a law student, Angelo founded the StopBeck effort, which organized participants via social media to successfully convince sponsors to cease advertising on Beck's show. In late 2010, Angelo joined Media Matters as Campaign Director and worked on its

Our Impact

PUSHED ROGER STONE'S BIGOTRY OFF CABLE NEWS.

Media Matters succeeded in pressuring CNN, MSNBC, and even Fox News to stop booking Roger Stone, a regular guest and longtime Trump ally. Stone has a decades-long history of employing political dirty tricks and regularly spouting violent, racist, and sexist rhetoric, and used his various platforms during the 2016 campaign to advance fringe conspiracy theories and promote fake news. In late 2015 and early 2016, we aggressively educated network producers (who had been providing Stone an uncritical platform) about Stone's background. In response to our pressure, CNN and MSNBC confirmed that Stone will no longer appear on their airwaves because of his bigotry, and Stone himself reported that he had been blacklisted by Fox News.

DropFox initiative; he later went on to serve as Director of Online Strategy & Campaigns. He organized the StopRush effort, which convinced thousands of advertisers to refuse to sponsor Limbaugh's program. And he launched the viral DumpTrump campaign in 2012 that was responsible for convincing many of Donald Trump's business partners to sever their relationships with Trump. He holds a B.A. in American Studies from Fordham University and a J.D. from the University of Wisconsin Law School.

Julie Millican, Vice President. Julie has been with the organization collectively for over eight years in various capacities since she first joined as a researcher in 2006. During her time, she has been a Researcher, Assistant Research Director, Advisor, Deputy Research Director, and also Chief of Staff. She has written extensively about the 2008 election and was routinely cited by the nation's leading papers. Over the years, Julie has been responsible for managing all Research Department resources, involved in organization-wide strategy, overseeing the hiring process, executing restructuring, and overseeing organizational operations. She holds a B.S. in Sociology from Appalachian State University and a M.A. in Clinical Psychology.

Sam Zegas, Senior Advisor. Sam is responsible for spearheading Media Matters' technological innovations, organizational planning, and operations. Sam is a recognized authority in linguistics and multi-lingual project manager with experience in international affairs. Prior to joining Media Matters, Sam was a management consultant at Accenture. There he spent several years helping the Department of State to modernize its international supply chain and asset management systems. He then transitioned to Boston Children's Hospital, where he served as the Acting Director of the International Health Services department—the world's largest international patient program at a pediatric hospital. He has full proficiency and professional experience in German, French, Spanish, and Slovenian, and is also able to translate Russian and Italian. He holds a B.A. in linguistics and anthropology from Harvard University. He is currently on deferment from a joint MBA/MPP program from Harvard Business School and The Kennedy School of Government.

our impact

DISRUPTED RUPERT MURDOCH'S TIME WARNER EXPANSION.

As soon as Rupert Murdoch's 21st Century Fox announced its bid to acquire Time Warner in July of 2014, Media Matters kicked into high gear with a coordinated multi-level pressure campaign urging Time Warner to not be swayed by the right-wing media mogul. Murdoch's attempts to grow his influence in the media landscape have always been cause for concern, and we made it a part of our mission to keep his newest power grab in check, cautioning against a future where Fox News-like networks monopolize the free and diverse flow of information in our news. If successful, this merger would have given Murdoch control of 40% of the US cable market and 30% of the movie market. After reports that Murdoch had pulled his offer, the *New York Times*, *Politico*, *Broadcasting & Cable*, and other prominent outlets highlighted the influence of our campaign.

AMERICAN BRIDGE
21ST CENTURY
est. 2011

The Political Research Engine of the Opposition

Defeating Trump, Regaining Power

American Bridge will cement itself as the standard-bearer of opposition research, build on its role as a progressive clearinghouse for information that drives the narrative on Republican officeholders and candidates, and be at the epicenter of Democrats' work to regain power—starting in 2017 and building to 2020.

vision

THE POLITICAL RESEARCH ENGINE OF THE OPPOSITION

COMPETITIVE ANALYSIS

Defeating Donald Trump requires preparation and focus.

No other progressive organization has the resources and assets that American Bridge has amassed over the past several election cycles to hold Trump, his administration, and the politicians who support him accountable.

Only Bridge stands ready with staff already hired, Trump's web of business ties mapped out, and a massive video archive at our fingertips.

There will be a need for progressive policy alternatives, but our focus at Bridge will be on real time political accountability. In this media environment, content is king and that's where the focus of Bridge remains.

A look at the analogous entities on the right further reinforces the need for our work. America Rising, which was modeled after Bridge, has become the unofficial research arm of the Republican Party. The group's 501(c)(4) arm, Rising Squared, has already begun promoting Trump's Cabinet picks.

Trump's campaign allies have also made public their plans to create a new nonprofit dedicated to enacting Trump's agenda. Trump campaign digital director Brad Parscale, who was reportedly empowered by Trump's son-in-law Jared Kushner to take charge, will head the entity.

The right will bolster Trump aggressively and deceptively. The campaign to stop him must be nonstop. At American Bridge, it has already begun.

OVERARCHING STRATEGY

As we move into our fourth election cycle, the vision of Bridge as permanent progressive infrastructure is coming to fruition. We are beginning to see the full value of our investment in researching and tracking candidates over multiple cycles.

With 20,000 hours of video, 289 candidate research books, and the largest available archive of Trump research in the Democratic Party, we are uniquely prepared to take on the Trump administration, defeat Republicans who enable it, and rebuild progressive power in the states.

Our new Trump War Room, launched within weeks of the election, is already scrutinizing the presidential transition and will vigilantly watchdog the personnel, policies, and practices of the administration.

Our purpose is to keep Trump unpopular and make it more difficult for candidates who support him to get elected in 2018.

"On the left, the dominant player is American Bridge." *—TIME Magazine*

The mid-term map appears difficult for Democrats; damaging Trump in the next two years could change that.

Republicans running in 2018 (and 2020) will be plagued by what we are best known for: opposition research, video tracking, and rapid response. We will be involved in every competitive Senate race in 2018.

But we must expand beyond federal races; Democrats must build power at the state level. We have lost ground and our once-in-a-decade chance to redraw district maps is around the corner. That's why Bridge will continue to engage in gubernatorial races. And for the first time, we will participate in state legislature races.

Nearly 80 entities already use our content. Over the next four years, party committees, candidate campaigns, and additional in-state allies will use it, too.

But to fully realize the value of our content, we must dramatically expand its reach. A new, robust digital program will bring our content directly to voters, starting with those who voted twice for Obama, but switched in 2016 to Trump. We must win these voters back in 2020.

As we expand the scope and reach of our research, we must also improve the efficiency with which we do it. We will continue to develop campaign technologies that have made us an industry leader. And we will continue to reduce duplication and improve the quality of political research as we move to the local level.

We are in a state of emergency.

Our initial response has been swift and forceful. We expect results to follow suit.

TOP OUTCOMES

In the next four years, American Bridge is focused on achieving the following outcomes:

Defeat Trump either through impeachment or at the ballot box in 2020.

Change the balance of power by measurably impacting US Senate, gubernatorial, and state legislative races.

Free ourselves from solely relying on the press. Our robust digital program will reach voters directly online.

DROVE COVERAGE THAT LED TO TRUMP ENTERING OFFICE AS THE LEAST POPULAR PRESIDENT-ELECT IN MODERN HISTORY.

While the dynamics of the election overcame Trump's sky-high negatives, the groundwork we laid will be critical to delegitimizing Trump as president. Bridge drove 673 stories throughout the campaign exposing Trump's unstable temperament, scam-filled business record, history of sexual abuse and misogyny, and racist behavior. As he enters office, he is the most unpopular president-elect in modern history.

THE AMERICAN BRIDGE PLAN

American Bridge is the Democratic epicenter of opposition research and rapid response in presidential and Senate elections. In the Trump era, there must be no "off years." American Bridge will sustain a nonstop campaign against Trump, his administration, and Republicans who enable him.

This is how we will do it:

STATE-OF-THE-ART TRUMP WAR ROOM

With 20,000 hours of video and audio footage at our fingertips (including nearly 2,000 hours of Trump material) and massive, fully searchable databases of investigative knowledge on Trump's business dealings and lawsuits involving him, our war room is already putting these assets to work in the following ways:

VETTING NOMINEES

American Bridge has already set up a world-class vetting operation, the largest in the Democratic Party, to investigate the records of potential Trump nominees. More than 1,200 positions require confirmation by the US Senate. We will home in on the 100 most important positions, focusing on those who stand to have the greatest impact on our progressive values in areas of women's health and reproductive freedom, workers' rights, climate change, and the treatment of immigrants and people of color.

While Democrats' position in the minority makes blocking nominees difficult, we believe some of his nominees are so extreme that there will be the opportunity to do so. Where we cannot block nominees, we will use the process to highlight their most egregious past statements and professional dealings to make their confirmation process as difficult as possible and further erode Trump's credibility.

The same holds for Trump's appointees to the Supreme Court. Republicans set the tone for Supreme Court obstruction through their treatment of Merrick Garland. Bridge will expose their extreme issue positions, records, and backgrounds and equip Democrats in Congress, progressive partners, and the press with our research in real time.

EXPOSING CONFLICTS

Donald Trump enters the White House with significant conflicts of interest, unprecedented both in number and extent compared to any other president-elect in our history.

20,000+ hours of video and audio
footage stored in our state-of-the-art vault

The US intelligence community has confirmed that Russia intervened in the election to help Trump win and the president-elect has already appointed individuals with strong ties to Russia and Putin to some of the most powerful positions in the US government. Meanwhile, Putin-tied Trump campaign staffers Carter Page and Paul Manafort appear poised to continue to leverage their connections to Trump as he takes power. American Bridge has, and will continue to, help uncover details of Trump's affection for Russia and Putin (which appears to be driven at least in part by Trump's business interests), including video of his Secretary of State pick Rex Tillerson receiving the "Russian Order of Friendship" medal from Putin in 2013.

$311,685,233 value of TV airtime for Bridge-placed research and video since 2011

We are tracking Trump's foreign and domestic business partners, existing construction projects in foreign countries, and potential negotiations on future projects that he could use to put personal profit ahead of our national security.

Trump's massive corporate and personal debts take on new meaning when he's in charge of regulating financial markets. He owes debt to banks he will regulate, including Deutsche Bank, Ladder Capital Finance, Amboy Bank, and nearly a dozen others. There is also strong evidence that he broke the Cuban embargo at a time when it was a serious federal crime.

With so many opportunities for foreign governments and corporations to gain influence over Trump, American Bridge will use every means at its disposal to hold Trump and his administration accountable—including FOIA requests, lawsuits, and regulatory complaints. As the progressive movement's political research clearinghouse, we will arm our allies to join us in taking on the administration through paid advertising, earned media, grassroots efforts, and legal recourse.

WATCHDOGGING THE AGENCIES

Often the most problematic scandals for any administration begin within the agencies. Trump's early nomination picks demonstrate that he will appoint people to run these agencies who are grossly unqualified. That, paired with the fact that he is considering gutting the bureaucratic staff, will make agency watchdogging even more important for this administration. American Bridge will have a dedicated team to monitor the activities of the executive branch for conflicts of interest, malfeasance, and incompetence. We will assign individual researchers to specific executive branch agencies, including the IRS, Justice Department, HUD (given its interactions with Trump's real estate empire), Defense, State, and others. Specific interest will be given to the various federal incentives and grant programs and the dissemination of government contracts.

FIGHTING THE TRUMP AGENDA

American Bridge's Trump War Room will also have a team dedicated to monitoring Trump's issue agenda and its potential negative impacts, especially on working families, women, the environment, immigrants, and people of color. As the Trump administration attempts to privatize Medicaid, revoke protections for immigrant families, give massive tax breaks to the very wealthy, eliminate Obamacare, defund Planned Parenthood, and let oil companies wreak havoc on our environment, American Bridge will be there to shine a light on the real-world impacts on regular people. We will curate information from policy think tanks, news reports, and our own original research and disseminate easily accessible fact sheets to progressive partners, the press, and voters themselves.

TIME CAPSULING TRUMP TESTIMONIALS

Much of the paid communication this cycle centered on criticism of Trump and his temperament. But one underutilized tactic was sharing testimonials of people who have experienced Trump first-hand. Trump and his ilk successfully intimidated and silenced many of these critics. American Bridge will give them a place to turn. We film those who want to tell their stories on camera, and provide a space for those who fear going public to tell their stories in a confidential manner. We will use some of these stories in real time—and catalogue all for use in paid communication for 2020.

> ***"American Bridge has a mission for 2017: Hold Donald Trump accountable."***
>
> —*McClatchy*, December 6, 2016

OPPOSITION RESEARCH AND CANDIDATE TRACKING

American Bridge will make running as a Republican candidate in the next four years painful. We will not only damage Trump, but also the candidates who enable and support him. American Bridge will use its full research, video tracking, and rapid response capabilities to drive messages about Republican candidates that will change the narrative in their races and help secure victories for Democratic candidates.

2,228,190 miles driven and **24,507** events covered by video trackers

SENATE

We plan to be involved in every competitive and potentially competitive Senate race in the coming cycle. Democrats are expected to have 23 seats up for election, along with two independent Senators who caucus with Democrats. Republicans are expected to have eight seats up for election. Taking into account seats that will likely be safe for one party or the other, we project that American Bridge will work in 16-20 races.

Democratic incumbents are on the ballot in nine states that Trump won including five that Republicans also won in 2012: Indiana, Missouri, Montana, North Dakota, West Virginia. Others include Florida, Ohio, Pennsylvania, and Wisconsin. The Virginia Senate race may also be competitive with Tim Kaine up for reelection. In these races, it will be critical to define the Republican candidates early so they are unable to capitalize on a political landscape that is favorable to their party.

Bridge has already begun research on known Republican Senate targets like Josh Mandel in Ohio and Dean Heller in Nevada. We have moved 10 trackers into key Senate states and will increase our tracking reach across the country beginning in April 2017.

We are also maintaining a presence and beginning research and tracking in states that may provide greater opportunity for Democrats this cycle than they have in the past, like Arizona where Republican Jeff Flake is on the ballot in 2018.

Our impact

DERAILED RUDY GIULIANI'S CABINET NOMINATION.

American Bridge exposed Rudy Giuliani's business record and transnational conflicts of interest in news outlets like the *New York Times* (front page), the *Washington Post* and CNN. The *New York Times* subsequently reported that "the headlines about Mr. Giuliani's business interests bothered Mr. Trump." Giuliani later withdrew his name from consideration.

18,000+ stories

placed based on Bridge research since 2011

GOVERNORS

Electing governors in 2018 is the first concrete step Democrats can take toward having a bigger say in the next redistricting process, and opportunities for pickups are widespread. As *Politico* recently reported:

> "Twenty-seven of the 38 governorships up in 2017 and 2018 are Republican-held, including many seats that will be open after eight years of GOP control. That means widespread opportunities for Democratic gains, as well as a critical chance for new ideas and new blood to emerge as the party seeks to identify its next generation of leaders."

In 2017, Bridge will produce research and tracking for the Virginia and New Jersey gubernatorial races. We are already ahead of the game in Virginia since we produced a research book on Republican Virginia gubernatorial candidate Ed Gillespie when he ran for US Senate in 2014. We have also begun research on Prince William County Supervisor Corey Stewart and State Senator Frank Wagner. We have moved a tracker into New Jersey for the gubernatorial race and have begun research on Assemblyman Jack Ciattarelli, Lt. Gov. Kim Guadagno, and Assembly Minority Leader Jon Bramnick.

In 2018, Republican governors like Scott Walker, Charlie Baker, and Bruce Rauner are among our targets. We will also engage in the Florida gubernatorial race, a critical state for Democrats in this cycle and future elections, as well as the Nevada and New Mexico races, which represent promising opportunities for Democrats this cycle.

Due to the overlay of targeted Senate and gubernatorial states, Bridge will track in many gubernatorial races even in those where we may not be as heavily invested in the race.

STATE LEGISLATURES

Progressives have long discussed the importance of state legislative races because of their impact on state legislative agendas as well as redistricting for 2020. However, with redistricting just four years away, these discussions have led to little in the way of concrete plans or action. Now these state legislative battles are even more critical. Due to poor performances in 2014 and 2016, we must rebuild our bench for state and federal races for 2018 and 2020.

Over the next cycle, American Bridge will leverage its infrastructure and expertise into the arena of state legislative races. We will create pilot programs in key states where we can engage in our core competencies—research, tracking, and rapid response—and impact the outcomes of races. Bridge will choose to operate in states where a) Democrats are in the minority by a narrow margin in the state legislative chambers, b) redistricting is critical, and c) our progressive partners are most engaged.

Our Impact

DROVE UP THE KOCH BROTHERS' NEGATIVES.

American Bridge led the way for Democrats to fight the Koch brothers' influence and money. Working with Senator Harry Reid and partners airing TV ads, we created a war room that leveled sustained attacks on the Koch brothers, making their negative ratings spike and turning their advocacy into a liability for candidates they supported.

PARTNERSHIPS

Our impact increases with every partnership. Candidates, party committees, and progressive allies put our content to work in paid and earned media, polling, and grassroots campaigns.

At the center of the resistance, we expect our partnerships to grow significantly—particularly as we engage at the state level.

In its earliest days, Bridge provided research exclusively on the "independent-expenditure" side to Priorities USA, Senate Majority PAC, EMILY's List, NextGen Climate Action, the AFL-CIO, SEIU, AFSCME, Planned Parenthood, League of Conservation Voters, and others. That research was used as the foundation for polling and paid media efforts in presidential and Senate races.

In 2016, Bridge took its role as a research clearinghouse to the next level by expanding the content we provide to "coordinated side" campaigns and political parties, further maximizing efficiency and reducing duplication of work by Democratic groups.

As we look to 2018 and 2020, we will further increase our impact by building new partnerships with state parties, local candidate campaigns, and state allies.

DIGITAL PROGRAM

We know that voters are consuming information in a drastically different way than they have in the past and that they often distrust the traditional news media as sources for information. For most Americans, Facebook is their source for news. In 2017, we will invest in a new, robust digital program to bypass the press as gatekeepers and deliver our original research directly to voters.

We will initially focus on Obama-Trump voters in swing states. (Trump won more than 200 counties that Obama won twice.) By targeting these voters and testing their reaction to our content with a sophisticated public opinion research program, we can pave the way for Democrats' strategy to win these voters back in 2020.

Our content will include visual guides to knock down Trump's daily narrative, comprehensive research reports on Trump's policy positions or key appointees, and video testimonials from Trump voters who face the worst impacts of a Trump presidency.

The right's digital capabilities currently outpace our own. We will leapfrog Republicans, as we have before, by being smarter, faster, and more agile.

> ***"American Bridge has become one of the left's most innovative and successful ventures."***
>
> —*Newsweek*, May 16, 2014

CAMPAIGN TECHNOLOGY

American Bridge places a premium on bringing technological innovation and creativity to opposition research and campaign communications. Over the past five years, we have developed:

- Live stream technology as part of our tracking program—allowing our DC-based staff to watch events we are tracking across the country in realtime and disseminate information to the press and public in a matter of minutes.
- Our "Vault"—a 16-terabyte, fully-searchable video archive (created in conjunction with a firm that recently commercialized a Defense Advanced Research Projects Agency (DARPA) development), built from monitoring candidate media appearances on national and local television and radio, as well as tracking public events.
- The "Vault" features a revolutionary "sound search" that allows audio and video searches without any pre-existing transcript. This technology indexes audio-visual materials by phonetic sounds, allowing us to find useful tidbits of information buried within our video collection. Because the Vault is our sharing mechanism for groups that access our video database, progressive organizations also have access to this powerful search technology.
- An industry-first software system for managing the scheduling and record-keeping for our video tracking program.
- A first-of-its-kind customized database for creating and tracking public records requests that saves hundreds of researcher-hours each year.
- Top-of-class database of federal legislative history that makes generating lawmakers' voting records simpler and more efficient.

As we move forward into a new era of government and political campaigns, Bridge staffers are already busy homing in on the next innovative step we can take to stay ahead of the competition. We are expanding our ability to live stream local events, monitor and record radio programming, and tap into podcasts that host Republican candidates and other tracking targets.

OPENED THE DOOR FOR UNEXPECTED DEMOCRATIC SENATE PICKUP IN INDIANA.
By delivering a major research hit against popular incumbent Senator Richard Lugar (he had not lived in the state for 35 years and had improperly charged taxpayers for hotel stays), Bridge helped to open the door for outspoken extremist Richard Mourdock to defeat Lugar in the GOP primary. Mourdock was as extreme as expected during the general election, most notably claiming pregnancy from rape was "something that God intended." The rest is history. Democrats won a seat that few would have considered a possibility a year earlier.

289 research books

on Republican candidates, officeholders, and public figures

EVALUATION

American Bridge will constantly monitor the following indicators to know if we're on track toward our top outcomes.

Defeat Trump either through impeachment or at the ballot box in 2020. The number of stories and the value of TV time for anti-Trump media coverage we generate will break all internal records. Multiple Trump nominations will become a drag on his administration due to the research we unearth. Trump's approval ratings will remain historically low.

Change the balance of power by measurably impacting US Senate, gubernatorial, and state legislative races. Republicans will spend precious resources defending stories generated by Bridge in competitive races. Republicans will be forced to spend money in races that wouldn't otherwise be competitive due to Bridge's work putting them in play.

Free ourselves from relying solely on the press. Our robust digital program will reach voters directly online. Millions of people will see our content through someone they know (a friend or contact) online. Our own public opinion research will allow us to measure change in opinion among targeted voters who consume our content.

BUDGET AND TEAM

American Bridge's core budget is $14.7 million in 2017. This budget represents both the work of American Bridge's 501(c)(4) and its Super PAC and covers a total of 146 staff.

The 501(c)(4) is creating a 47-person war room to take on Donald Trump with a staff of 25 researchers, a communications team of 16 which is feeding our work to the press and doing rapid-response, and a team of six media monitors. Bridge will also build out a robust digital program to deliver our content directly to voters. The total cost of the Bridge war room will be $7.8 million in 2017.

The Super PAC will do research in 16-20 of the most competitive Senate races in the 2018 cycle with two Senate research teams of five people each. We will also do research in the seven most competitive gubernatorial races with two research teams comprising of nine people total. We will also hire 33 video trackers to be out in the states providing constant video tracking in all 20 Senate races, along with 16 total gubernatorial races. To enhance this tracking effort further and bring the information to voters and the press in real time, we also plan to invest to expand our use of live stream technology, and we plan to make new technological advances in our work, including radio and podcast monitoring. Lastly, we will also launch pilot programs to leverage our research and tracking infrastructure and expertise into selective state legislature races. The total cost of the work in the SuperPAC will be $6.9 million for 2017.

SENIOR STAFF

Bradley Beychok, Executive Chief of Staff to the Chairman. Bradley has over a decade of experience managing political campaigns and progressive advocacy organizations. From 2012-2016, he served as President of Media Matters for America, the nation's leading progressive media watchdog, overseeing its $11 million annual budget and team of over 70 people. Prior to that, Bradley served as Campaign Director and co-founder of American Bridge 21st Century PAC, the largest opposition, video tracking, and rapid response organization in Democratic politics. In 2012, *Campaigns and Elections* magazine named Bradley a "Rising Star," a select group of operatives who the magazine deems will have a lasting effect on the campaign world. A native of Baton Rouge, LA, Bradley began his political career working for the famed political consultant James Carville.

Jessica Mackler, President. Prior to joining American Bridge, Jessica spent nearly a decade working on the ground on campaigns across the country, including managing the 2012 Senate race in Nevada and serving as a top adviser to US Senator Mary Landrieu during her 2008 reelection campaign. In Louisiana, Jessica directed research and rapid response communications to help overcome a Democratic exodus from the state following Hurricane Katrina, a trend of GOP statewide wins, and a competitive opponent with statewide name recognition to win. Fittingly, Jessica got her start as a researcher at EMILY's List, rising through the ranks to become the Deputy Director of Research. She left EMILY's List to co-found what was then one of the only women-run opposition research groups, where she worked with a number of clients who helped Democrats regain majorities in Congress and governors' offices in the 2006 elections. For their efforts, Jessica's firm was named the "Rookie of the Year" by the American Association of Political Clients.

Eddie Vale, Vice President. Eddie is a veteran of Democratic and progressive politics and currently serves as Vice President of American Bridge. He most recently served as Communications Director for the AFL-CIO's Super PAC Workers' Voice and the health care organization Protect Your Care. He has also previously worked for the AFL-CIO, Progressive Media USA, John Edwards for President, Ned Lamont for Senate, and Spitzer for Governor, as well as multiple congressional races.

CREATED THE PIVOTAL MOMENT AGAINST TODD AKIN TO SECURE A DEMOCRATIC VICTORY IN A RED STATE.

It was an American Bridge tracker who first identified Akin's "legitimate rape" comments, after the interviewer missed its significance. Drawing on our massive video archive, and innovative talking mailers sent to Missouri voters, we showed that Akin's extremism was not limited to a one-time gaffe.

CREW

est. 2003

America's Nonpartisan Watchdog Against Government Corruption

Combating Abuse, Ensuring Accountability

CREW will be the leading nonpartisan ethics watchdog group in a period of crisis with a President and administration that present possible conflicts of interest and ethical problems on an unprecedented scale. CREW will demand ethical conduct from the administration and all parts of government, expose improper influence from powerful interests, and ensure accountability when the administration and others shirk ethical standards, rules, and laws.

vision

AMERICA'S NONPARTISAN WATCHDOG AGAINST GOVERNMENT CORRUPTION

COMPETITIVE ANALYSIS

The nonpartisan coalition that has driven good government reform for decades now finds itself outgunned.

Judicial Watch, the most frequently cited conservative watchdog organization, has a $30 million annual budget. It consistently caused problems for President Obama and Secretary Clinton through aggressive Freedom of Information Act litigation and other lawsuits and a steady stream of reports and press outreach.

Donald Trump presents conflicts of interest and possible ethical problems on an unprecedented scale, and special interests are pushing to influence both parties in Congress. Yet Judicial Watch and similar groups (like Cause of Action and the Foundation for Accountability and Civic Trust (FACT)) have been conspicuously quiet.

Responding to this crisis requires an ethics watchdog with the credibility, resources, and willingness to hold Trump and his administration accountable.

Bolstered by bipartisan board leadership and a winning record even in the face of partisan gridlock, Citizens for Responsibility and Ethics in Washington (CREW) is positioned for this fight.

Now is the time to scale.

OVERARCHING STRATEGY

CREW knows how to use litigation, legal complaints, research, and press outreach to get results.

We must significantly ramp up to fill the gap in serious ethics analysis and legal accountability for the new president and the rest of the government.

Donald Trump brings with him massive global conflicts of interest and an apparent disregard for the traditions and rules aimed at protecting the government from improper influence.

To combat this coming ethics crisis, CREW will significantly enhance our capabilities to monitor conflicts of interest and executive branch ethics, use FOIA to effectively keep tabs on the activities of the administration and federal agencies, and take legal action including active litigation to bring about accountability when the law is broken.

CREW is not aiming to imitate Judicial Watch, but rather will establish itself as a credible but aggressive nonpartisan watchdog seeking accountability for ethical lapses and improper influence in the new administration. We welcome groups like Judicial Watch to join us in holding this administration accountable.

TOP OUTCOMES

If CREW is successful in causing Trump to behave ethically, it will help protect the country from scandal and disastrous policy choices. If Trump does not bow to this pressure, CREW will hold him accountable.

In the next four years, CREW is focused on achieving the following outcomes:

Trump will be afflicted by a steady flow of damaging information, new revelations, and an inability to avoid conflicts issues. For as long as Trump maintains the ethically untenable position of keeping his business empire in the family while serving as president, CREW will relentlessly probe his global conflicts of interest and administration ethics problems through aggressive use of research, open records requests, legal action, and FOIA litigation.

Responsible for more than 40%

of the total fines given out by the FEC in 2016 and just about all of the fines levied in 2016 resulting from complaints by good government groups

The Trump administration will be forced to defend illegal conduct in court. CREW will bring about legal accountability for executive branch ethical and legal violations through complaints and litigation. We will bring significant pressure on investigative agencies and Congress to investigate violations of law and the constitution, which appear likely to begin on day one of the Trump administration, and we will litigate wrongdoing aggressively, forcing the administration to defend civil lawsuits, FOIA litigation, and whistleblower suits.

Powerful industries and interest groups will see their influence wane. CREW will expose and curb the improper influence of powerful industries and interest groups on the administration and on both parties in Congress with successful legal complaints and litigation to rein in dark money, reckless campaign finance abuses, and the misuse of nonprofits by Trump and others.

Dark money will be a political liability in key states. CREW will make the use of dark money, campaign finance violations, and ethics abuses at the state level a major issue in key states that will be the focus of massive spending and attention in the lead up to 2018 and 2020 elections.

Our Impact

EXPOSED TRUMP FOUNDATION'S ILLEGAL DONATION TO FLORIDA AG PAM BONDI, IGNITING A MAJOR SCANDAL.

CREW's initial IRS complaint against the Donald J. Trump Foundation for its $25,000 gift in 2013 to a political organization associated with Florida Attorney General Pam Bondi was the first to connect the dots and expose a major Trump scandal. The money had been directed from Trump personally and illegally given from the foundation's funds. Our complaint generated investigations and stories by the *Washington Post*, *New York Times*, every major paper in Florida, and the *Wall Street Journal*, and still reverberates today.

THE CREW PLAN

CREW has been successful for more than a dozen years using legal complaints and litigation, in-depth research and Freedom of Information Act requests, and aggressive communications to shine a light on unethical conduct and improper influence. CREW was founded in part to fill the void in accountability and ethics enforcement as figures like Tom DeLay and Jack Abramoff ran amok in the early 2000s. In the ensuing years, CREW amassed successes both in exposing and curbing ethics abuses by both parties and in pushing to highlight and limit the corrupting influence of money in politics.

We now face a likely ethics crisis in the incoming Trump administration that is far greater in scale.

CREW must scale accordingly.

Here's how we'll do it:

NON-STOP WATCHDOGGING

CREW will quadruple the size of our research staff and more than double the size of our legal team to expand our capacity in the following key areas:

CONFLICTS OF INTEREST AND ETHICS VIOLATIONS
CREW has already been featured in coverage of Trump's conflicts of interest in every major national media outlet, and we worked extensively with the *New York Times* editorial board to condemn the utterly inadequate solutions Trump has proposed. New CREW Governing Board Chair Ambassador Norm Eisen and Vice Chair Richard Painter have been the faces of bipartisan outrage over this ethics crisis, appearing hundreds of times in major media outlets since the election.

Going forward, we will comprehensively monitor both the Trump businesses and the actions of the administration in order to detect and highlight all of the conflicts of interest that arise between Trump's massive global business interests and his actions as president.

Already, Trump's Cabinet picks and top advisers present more conflicts of interest and greater potential for special interest influence than those of any previous administration. We will monitor and highlight conflicts of interest and ethical violations by Cabinet officers, senior White House officials, and other senior appointees and influential advisors, including the Trump family members who appear poised to take on prominent roles.

INFLUENCE OF SPECIAL INTERESTS
CREW will comprehensively monitor the secret influence of powerful special interests on the Trump administration, including the heavy presence of executives from powerful industries, as well as lobbyists and other representatives of special interests in key administration positions.

> ***"[T]he leading contender to assume the role of a liberal Judicial Watch is Citizens for Responsibility and Ethics in Washington, an organization founded in 2003 with an announced goal of rooting out government corruption."***
>
> —*Politico* December 16, 2016

CREW "could set its own template for forcing lax federal regulators to crack down on campaign finance violations by the types of outside groups that have been awash in money since the Supreme Court's 2010 Citizen's United ruling."

— Mother Jones

We will shine a light on the use of money by powerful groups to impact key issues. Our repeated complaints in 2015 and 2016 against the National Rifle Association, which consistently hid its political spending, and the Center for Medical Progress, a group that lied to the IRS about its agenda to attack Planned Parenthood, helped to define the public understanding of those powerful interest groups and ensure that their efforts to influence issues and policy were out in the open.

CREW will diligently monitor FEC and IRS filings of political organizations and campaigns; personal financial disclosures required for executive branch officials; responses to our many open records requests; and lobbying disclosure reports to shed light on ethics and campaign finance problems wherever they occur in the government and the political system.

CONGRESSIONAL ETHICS

CREW will keep highlighting congressional ethics violations, like our repeated complaints against Rep. Duncan Hunter for personal use of campaign funds, and exposing the influence of powerful interests on members. In 2016 we produced an extensive report on special interest funding of new members of Congress from both parties. In 2017 and beyond, we will expand on this type of research and ensure that congressional influence and corruption remain issues of great public concern.

CAMPAIGN FINANCE

The 2018 elections, particularly at the state level, will be hugely important as a potential response to and check on the Trump administration. CREW will play a significant role in monitoring campaign finance, special interest influence, and ethics in the coming state campaigns.

CREW will highlight the influence of special interests including the Koch brothers, ALEC, corporate interests, and others at the state level in order to inform voters of the forces attempting to influence them.

CREW will also continue to effectively expose and attack money in politics abuses including by exposing misuse of nonprofits for politics, such as the Trump Foundation's illegal political contribution and campaign activity; obtaining accountability for dark money abuses, such as the FEC fines CREW obtained for three Koch brothers-backed dark money groups; and pushing for enforcement of dark money rules including in our litigation to get the FEC to enforce the rules against several conservative nonprofits.

WON GROUNDBREAKING DECISION AGAINST FEC FOR FAILING TO INVESTIGATE ILLEGAL POLITICAL SPENDING.

CREW filed Federal Election Commission (FEC) complaints following the 2010 election cycle against the American Action Network and Americans for Job Security, two nonprofit organizations with combined spending of more than $175 million since 2009. They had spent millions of dollars on campaign-related ads, but failed to register as political organizations or disclose their donors as required by law. While the FEC's Office of General Counsel recommended an investigation, the commission deadlocked, and CREW sued the FEC for failing to take action. Our lawsuit made national news when a federal district judge ruled in CREW's favor in September 2016, directing the FEC to reconsider the case using a much broader definition for what constitutes a political ad. This decision will make it much harder for dark money groups to use technicalities to escape disclosing their donors and already appears to have reduced the number of sham issue ads run close to elections.

FREEDOM OF INFORMATION ACTION REQUESTS

CREW's expanded research and legal teams will dramatically increase its use of Freedom of Information Act (FOIA) requests, a powerful tool to uncover information behind secret processes and investigations. We will submit FOIA requests to uncover:

- Conflicts of interest and ethical and legal violations.
- Improper influence by lobbyists and special interests.
- Problematic secrecy in policymaking and enforcement (including inappropriate mixing of business interests and political considerations in decision-making).

A steady stream of open records requests will keep constant attention on Trump's unprecedented conflicts of interest, and we will press aggressively for investigation by Congress and law enforcement. When our requests are stonewalled, we will use comprehensive and frequent litigation to compel openness and responsiveness.

LEGAL COMPLAINTS AND LITIGATION

CREW uses cutting-edge litigation to push for accountability. We will use our expanded legal team to file complaints and lawsuits in the following areas:

- Violations of the law and the US Constitution, potentially including improper conflicts of interest, "emoluments," foreign corrupt practices, and other violations;
- Campaign finance violations as they will likely continue to emerge in connection with last year's presidential election and coming congressional and presidential elections;
- Ethics abuses in Congress and in congressional races in key states, where dark money will play a record-setting role;
- Misuse of nonprofits for politics, such as the Donald J. Trump Foundation and the foundation's illegal political activity.

More than 500

domestic media hits, 70 TV and radio mentions (valued at more than $35 million), and fingerprints on almost 100 major outlet stories in September alone due to exposing the Trump Foundation scandal

In every case, we will highlight abuses to press for investigations, encourage accountability, and take out wrongdoers.

PRO BONO ARMY

We will enlist an army of pro bono lawyers to help CREW take legal action to hold the new administration and others accountable for conflicts of interest, ethics abuses, and violations of law.

Already, top law firms and talented lawyers across the country, with specialties including civil litigation and FOIA, are volunteering to help with this effort.

CREW will organize this enthusiastic and capable cadre of lawyers to enable us to obtain more information about conflicts of interest, influence, and secret government action and to advance more legal theories and litigation approaches to ensure accountability for wrongdoing and violations of law and the constitution.

COMMUNICATIONS

CREW's communications team has worked effectively to expose ethical violations and money in politics abuses, sparking regular stories in the *Washington Post*, the *New York Times*, and the *Wall Street Journal*, among many others, and partnering with top reporters to move major stories forward.

In 2017 CREW will triple the size of our communications team, ramping up to spread the word about the incoming administration's unprecedented ethics crisis further and wider. We will build on our strong print media relations, and expand to become a regular source of information on broadcast and cable news and online.

Additional CREW staff will build a dynamic social media presence and dramatically increase traffic to our recently overhauled website.

We will also significantly expand our outreach to local media, ensuring that our work to shine a bright light on improper influence and unethical government reaches people where they live and where they get their news.

EVALUATION

CREW will constantly monitor the following indicators to know if we're on track toward our top outcomes.

Trump will be afflicted by a steady flow of damaging information, new revelations, and an inability to avoid conflicts issues. The press coverage we drive (both quantity and quality) of Trump's conflicts of interest and other ethics violations will break internal records.

The Trump administration will be forced to defend illegal conduct in court. The legal and administrative complaints CREW brings and the litigation we initiate and join to bring about accountability for administration conflicts of interest and ethical violations will result in: voluntary changes in behavior, government agency action to enforce the law or require compliance, court-ordered consequences for violations, and orders to disclose government information to the public.

Powerful industries and interest groups will see their influence wane. Our legal complaints and litigation will lead to fines and enforcement, abandonment of improper forms of influence and campaign finance abuses, court decisions enforcing the law on money in politics, and increased oversight and better rules from agencies and Congress.

Dark money will be a political liability in key states. CREW will generate state and local media coverage of ethics abuses and improper influence in selected states. Our legal complaints and lawsuits responding to state abuses will produce concrete results. And key local officials and groups will draw attention to ethics and influence issues.

> ***"Congrats, @CREWcrew! Americans deserve light shed on the dark money polluting our democracy."***
>
> —Senator Sheldon Whitehouse on our successful efforts to have the FEC levy fines against three Koch brothers-backed dark money groups

Only group
to win a major court victory over the FEC in 2016

BUDGET AND TEAM

CREW is a nonpartisan 501(c)(3) organization. CREW's 2017 budget is $5.8 million which will double its size from 2016. The reason for this expansion is the enormous demands that will be placed on this organization this year. Judicial Watch which is CREW's analog in the Conservative movement has been spending an average of almost $20 million a year since 2012 when President Obama was re-elected.

In 2017 CREW is planning to expand to a staff of at least 38. We will more than double the size of our legal team, and add to our research and communications shop (including web and social media). We will also expand our administrative and paralegal capabilities. The increased budget will also cover outside legal services, web and social media services, and research and investigative resources. Our expanded staff will allow for a comprehensive Freedom of Information Act team with litigators, researchers, a coordinator and a paralegal; an executive branch ethics team with dedicated lawyers, a business researcher, and an executive branch researcher; a state team with a dedicated counsel and specialized researchers; as well as expanded capacity in all aspects of the office, crucially including litigation.

SENIOR ORGANIZATIONAL LEADERSHIP

Noah Bookbinder, Executive Director. Following an extensive national search, CREW hired Noah as Executive Director in March of 2015. Noah formerly served as a federal prosecutor in the Justice Department's Public Integrity Section and as Chief Counsel for Criminal Justice of the US Senate Judiciary Committee. Before joining CREW in 2015, he served as Director of the US Sentencing Commission's Office of Legislative and Public Affairs, where he helped guide the commission on important policy decisions including its 2014 reduction of federal drug sentences. In his position as Chief Counsel for Criminal Justice of the Senate Judiciary Committee, he advised Chairman Patrick Leahy on a range of criminal justice issues including violent crime prevention, fraud, public corruption, and criminal justice reform, and helped manage communications during the confirmation hearings of US Supreme Court Justices Sonia Sotomayor and Elena Kagan. He has also served as a Special Assistant United States Attorney in Washington, DC, and as an adjunct professor at both Howard University and George Washington University Law Schools. Noah is a graduate of Yale University and Stanford Law School.

Our Impact

FORCED THE FEC TO IMPOSE LARGEST FINE OF THE POST-CITIZENS UNITED ERA ON THREE KOCH-BACKED DARK MONEY GROUPS.

In July 2016, the usually deadlocked Federal Election Commission acted on our complaint and imposed substantial fines on three organizations—the 60 Plus Association, the American Future Fund, and Americans for Job Security—for illegally failing to disclose the source of money earmarked for specific campaign advertisements. The money in fact came from an organization that was central to the Koch network at the time. The FEC's fine of $233,000 was the largest of the post-Citizens United era, and represented 40% of the fines imposed by the FEC in 2016 (and almost all of the fines generated by complaints from outside organizations). Given that the FEC is an agency characterized by partisan gridlock and an inability to enforce campaign finance law, this was a breakthrough and a testament that CREW's groundbreaking research and legal work can push even the least functional government agencies to act.

Adam Rappaport, Chief Counsel and Assistant Director. Adam has worked at CREW since 2009 and recently was promoted to Chief Counsel and Assistant Director. Prior to joining CREW, Adam practiced law at Levine, Sullivan, Koch & Schulz, L.L.P., where he represented members of the news media in seeking access to government records and proceedings and defended them in defamation cases. Before that, Adam served as a law clerk to Judge David G. Trager of the US District Court for the Eastern District of New York. Adam covered Congress for National Journal's CongressDaily and the States News Service before attending law school. He received his J.D. with honors from the University of Chicago and his B.A. from Wesleyan University.

21 complaints

filed in 2015 and 2016 with the IRS, the FEC, and the Department of Justice against nonprofits for illegal political activity and lying to the government

Jennifer Ahearn, Policy Counsel. Jennifer has been CREW's Policy Counsel since 2015. Prior to joining CREW, Jennifer worked in the Office of General Counsel of the United States Sentencing Commission, where she led teams of lawyers and researchers advising the bipartisan Commission on issues like drug policy and human rights abuses, and advised the Commission's federal judges and judicial employees on complying with the Code of Judicial Conduct. Before that, Jennifer served as a law clerk to Judge Thomas B. Russell of the US District Court for the Western District of Kentucky. Jennifer received her J.D. and LL.M. degrees from Duke Law and her B.A. from the University of Pennsylvania.

Matt Corley, Research Director. Matt is the Research Director at CREW, where he has worked since 2012. Before joining the CREW team, Matt worked as an Assistant Editor at the Center for American Progress, where he wrote for ThinkProgress and The Progress Report. Matt received his B.A. from Ithaca College and earned an M.A. in Political Science from George Washington University.

Jordan Libowitz, Communications Director. Jordan has served as CREW's Communications Director since 2015. A native of Philadelphia, Jordan previously worked on campaigns from Pennsylvania to Alaska. Prior to joining CREW, he ran a communications consulting firm specializing in nonprofits. Jordan received his B.A. from the Johns Hopkins University.

Stuart McPhail, Litigation Counsel. Stuart has served as CREW's Litigation Counsel since 2015. Prior to joining CREW, Stuart worked as a litigation associate with Gibson, Dunn and Crutcher LLP and, before that, Paul, Weiss, Rifkind, Wharton and Garrison LLP. Stuart clerked with Judge Fortunato Benavides of the US Court of Appeals for the Fifth Circuit and with Judge Maxine Chesney of the US District Court for the Northern District of California. Stuart received his J.D. from Columbia Law and his B.A. and B.S. from the University of Maryland.

our impact

FORCED DISCLOSURE OF MYSTERIOUS $1 MILLION CORPORATE DONATION TO A NJ DEMOCRATIC SUPER PAC.

In February 2016, CREW brought a complaint against Coalition for Progress, a New Jersey Democratic super PAC backing Jersey City Mayor Steven Fulop for his widely expected gubernatorial run, when a mysterious shell company funneled $1 million into the super PAC the day after it formed. That money could not have so quickly constituted legitimate earnings by the company. This complaint became a major local story, covered by *Politico* New Jersey, the *Bergen Record*, and NJ.com, among others, and led to the secret donor revealing himself publicly in the summer of 2016. Ultimately, Fulop abandoned his gubernatorial run.

Shareblue

est. 2016

The Antidote to Breitbart

Emboldening the Opposition, Empowering the Grassroots

Shareblue will take back social media for Democrats. We will delegitimize Donald Trump's presidency by emboldening the opposition and empowering the majority of Americans who oppose him. Shareblue will be the dynamic nucleus of a multi-platform media company that informs, engages, and arms Americans to fight.

vision

THE ANTIDOTE TO BREITBART

COMPETITIVE ANALYSIS

Progressive media platforms are not positioned for this fight. They influence mainstream media and political elites, but do not reach people where they are. They advocate for progressive issues, but avoid partisan combat.

The Trump campaign spoke directly to voters—and not just through Donald Trump's Twitter feed. It used Facebook, and racist and misogynistic (often fake) news sites with massive followings, to take both his vitriol and his lies straight to the people.

Emboldened by Trump's victory, this messaging apparatus, led by Breitbart, will only become more dangerous in the next four years.

Progressives need a media outlet with the power, influence, and reach to combat Trump and the media ecosystem he has emboldened.

Shareblue will become that outlet by differentiating itself in four key ways:

Willingness to engage in partisan combat. We are not waiting to see what Trump does in office. We do not give him the benefit of the doubt. He has told us what he wants to do to our country and we believe him. We dedicate every day to calling out Trump and all who cooperate with him (including Democrats who capitulate to this administration), and bolstering those who most effectively oppose him (including Republicans who rebel against his rule). We are bold, full throated, and we are not backing down. Authoritarianism, kleptocracy, cooptation by Russia, and white supremacy are well within our sights, and we must fight back.

Connection to grassroots. Shareblue does not rely on mainstream journalists to advance our message. We take it straight to our more than one million followers, who share it widely with their networks. Some groups created during the 2016 campaign appeared inauthentic and were avoided by grassroots users. In contrast, engagement with Shareblue content soared, and our following continues to grow.

Facebook native. Shareblue is a Facebook community first and foremost. We do not need to adapt to a new environment; we're already where we need to be. Our team, and our audience, lives on social media. With some of the highest interaction rates of any mainstream or progressive political media site on Facebook and Twitter, we know what works on social and what doesn't.

Emotionally resonant. Messaging based solely on facts doesn't resonate with a broad audience. Connection and engagement on a personal and emotional level—specifically hope, happiness, or anger—drive success. Depression is a disincentive to shares and anything milquetoast is toxic to our position. Shareblue creates fact-based content that connects with our audience on a visceral, emotional level.

Over 1 million
Facebook followers

OVERARCHING STRATEGY

Shareblue is a digital attacker.

In year one, we've begun to take back social media for Democrats by creating some of the most widely shared content of the election cycle.

Going forward, we'll take share from like-minded but combat-averse digital competitors. Our relentless coverage of Trump models how to put him and his collaborators on the defensive, and keep his popularity low. By rewarding the fighters and nourishing the grassroots, Shareblue galvanizes the resistance to Trump and bolsters the morale of the majority of Americans who didn't vote for him. And we won't hesitate to call out Democrats who equivocate on Trump's dangerous policies or surrender to his bullying tactics.

Further, we'll take share from corporate media, who are—in the short time since the election—more concerned about losing access to Trump than covering him aggressively. If the mainstream media fails to hold Trump to account, increasingly frustrated Americans will turn elsewhere for news and opinion.

To compete with Breitbart and the right-wing media infrastructure that will do Trump's bidding, Shareblue must scale up from a Facebook native news site to a diversified media company, operating across platforms with varied and ever-growing content offerings and products.

Shareblue's aggressive strategy is to grow our audience, maximize impact, and scale to reach our potential as a profitable media company.

GROW AUDIENCE
Every data point demonstrates that Shareblue is growing its audience. Since July 1, there were 162 million unique viewers of our content, a 50% increase from the first six months of 2016. Daily average impressions have doubled since the first half of 2016.

Yet.

Every moment that we are not optimizing our audience behavior or building our databases is a loss that's greatly compounded over time. Like a 401K, the earlier we contribute to it, the greater the returns.

Our Impact

DROVE NARRATIVE-SHIFTING, NATIONALLY TRENDING HASHTAGS:

Our team has created at least 14 hashtags that trended nationally on Twitter—a clear demonstration of our capacity to reach millions and shape the national conversation. #WeWontBeErased and #HereIAmWithHer drew attention to the commitment, joy, and enthusiasm of Clinton supporters; #TrumpCouldSay and #JustImagineHillary spotlighted the false equivalency in media coverage between Trump's multitude of outrageous actions and statements, and Clinton's emails; #InterrogateTrump called on the Secret Service to investigate Trump's incitements of violence against Clinton.

Building on our highly engaged core, Shareblue will hyper-target active Democratic voters and Trump opponents who are likely to share our content and engage others. To reach the largest and most influential audience as quickly as possible, we will employ predictive analytics—a capacity we have in-house.

Reaching our potential audience, however, will require expanding beyond Facebook. While our Facebook presence is our greatest strength, it is also a vulnerability: We should not be wholly dependent on a third party platform. If Facebook makes changes to its algorithm, Shareblue's audience could drop precipitously.

Shareblue must arm itself against the whims of Facebook's algorithm by building our presence on other social platforms, and developing destination traffic for the site. We'll do this by expanding our content offerings to drive habitual viewing, superserving our most engaged users, and maximizing earned media to build the Shareblue brand.

MAXIMIZE IMPACT

In the 2016 campaign, American Bridge and Correct the Record relied on the mainstream media to get messaging and opposition research out, instead of going to the grassroots directly. Once they debunked a major story or hit (e.g., *Clinton Cash*, the *New York Times* bestseller that baselessly attacked the Clinton Foundation's donations and finances), they weren't able to disseminate information to the grassroots.

Shareblue is positioned to frame opposition research from American Bridge and other progressive groups, as well as leaks and intel from Democrats on House and Senate committees, in our signature punchy, emotive style—and disseminate it directly to our followers in a daily online persuasion campaign.

The right has done this effectively (though deceptively) for years. They have brought down progressive organizations and damaged Democrats. In addition, there has been an influx of Republican campaigns and candidates citing bogus news stories from online smear merchants such as the *Washington Free Beacon* or Breitbart in political ads and communication.

#2 Facebook interaction rate
among major political news sites during 2016 election cycle

Now, we can use our own social media platform to both weaponize oppo research and perfect its delivery system to expose Trump allies and collaborators, and to damage Trump. We will aim to have our factual news stories repeated in Democratic communications and paid political ads.

Shareblue's leadership team has spent the last decade working to build various parts of the national progressive infrastructure. We have worked with the White House and Capitol Hill, on presidential campaigns and with virtually every major progressive advocacy group. We will leverage unprecedented access to decision-makers at every level of the Democratic establishment and progressive movement to break news and tangibly damage the Trump administration.

SCALE AS A MEDIA COMPANY

Shareblue occupies a unique place in the media landscape. As this primary platform grows in audience and impact, we'll leverage these assets appropriately to establish a powerful brand, generate revenue, and drive to financial sustainability. Reaching these goals is critical for talent recruitment.

We'll burnish the Shareblue brand by expanding our presence on TV, increasing earned media, and with greater and more targeted outreach to influencers in media and politics.

We'll diversify content products to include email newsletters, podcasts, and discrete editorial and video verticals, all of which can be sponsored by strategic partners.

We'll expand on mobile platforms via apps.

"A necessary voice in a world teeming with conservative radio, television and internet outlets that fire up the Republican base."

—Nick Merrill, in *New York Times* profile of Shareblue

TOP OUTCOMES

Young enterprising media outlets historically thrive when in the opposition (think Talking Points Memo and Daily Kos in the George W. Bush years). Now is the time to build Shareblue's audience and influence.

In the next four years, Shareblue is focused on achieving the following outcomes:

Shareblue becomes the go-to news outlet for grassroots Trump opponents.

Shareblue becomes the de facto news outlet for opposition leaders.

Trump allies are forced to step down or change course due to news we push.

Under pressure from Shareblue, Democrats take more aggressive positions against Trump.

Achieve financial sustainability while diversifying content offerings and platforms.

Top editorial and writing talent leave competitors to join Shareblue.

Our Impact

CREATED THE MOST SHARED POSITIVE CONTENT OF HILLARY CLINTON'S CANDIDACY.

Our most successful post of 2016, "Hillary Clinton is one of the most ethical (and most lied about) political leaders in America," was shared over 800,000 times—almost double the *New York Times* editorial endorsing her. Additional articles were shared hundreds of thousands of times, including: "I was one of the most ardent Hillary haters on the planet... until I read her emails," and "I published this photo of Hillary Clinton and the response was overwhelming."

THE SHAREBLUE PLAN

In its first year, Shareblue proved it could engage millions of people with its content, impact the national conversation, and be a credible and valuable platform for Democratic allies and the progressive grassroots.

But at such an urgent, alarming time in our national politics, being good isn't enough. We must become the antidote to Breitbart.

Going forward, and to drive to our top outcomes, Shareblue must expand its editorial capacity; broaden and deepen its outreach to allies; upgrade our technology; and get on the path to sustainability as a business.

This is how we'll do it:

CONTENT

EXPAND EDITORIAL
Shareblue content is highly successful: Articles are often shared more than 10,000 times, and our average daily impressions are 2.1 million. Coming into 2017, we are publishing more content, more often, and under more bylines than at any point in our brief history. With an increase in production, our audience is growing: Users saw Shareblue posts 323 million times since July 1, a 50% increase from the first six months of 2016.

We must expand our editorial capacity, and recruit more full-time writers, beat reporters, and editors who create, deliver, and promote content up to our high standards and in Shareblue's signature style.

Across a noisy, disorienting, and fractured digital landscape, Shareblue's steady, resolute voice is urgently needed.

65 million
Facebook monthly impressions

OUR EDITORIAL PRIORITIES INCLUDE:

- Calling out all signs of authoritarianism and kleptocracy. Championing voices who have been right to warn us.
- Nonstop coverage of the influence of Vladimir Putin and Russia on Trump and his administration.
- Exposing Trump as a weak, think-skinned "loser" vulnerable to goading.
- Relentlessly beating the drum that he has no mandate, lost the popular vote, and is the least popular president-elect in modern American history.
- Exposing the insidious role of Mike Pence, who is replicating the right-wing governance ideology he inflicted on Indiana.
- Demystifying Trump's "conflicts of interest" and calling them what they are: Subversions of the nation's interests.

- Spotlighting the Trump administration's vast ties to white nationalists and the ways in which they explicitly empower white supremacy.
- Tracking and fighting back against odious GOP legislation in Congress.
- Following SCOTUS nominations/appointments/major cases.
- Morale-boosting coverage of the grassroots opposition and resistance efforts outside the Beltway.
- Positive coverage of Democrats who boldly call out Trump and aggressively work against him. Pressure on Democrats who consider giving him cover.
- Media criticism exposing mainstream journalists who normalize Trump, and championing those who hold him accountable.
- Fighting outrage fatigue.

AGGREGATE
With increased editorial capacity, Shareblue will expand our daily production by aggregating content. We will do this in two ways:

- An aggregation editor will look for content from across the internet, which informs and inspires our readers, and tracks with our editorial priorities.
- Build a proprietary algorithm that is specifically designed to amplify negative content for Trump and deliver positive content to bolster the resistance. Further, by pulling the most widely shared progressive content from the top 1,000 social media accounts, Shareblue's algorithm will not only aggregate, but drive news and opinion.

Anti-Trump Facebook videos
viewed 20 million+ times

MORE VIDEO
While traditional 30-second TV spots were important in the 2016 campaigns, online videos regularly garnered attention and airtime from media outlets, and were shared across millions of screens in social networks. Trump's web videos were not highly produced, but were easily shared across Trump's social media platforms, which garnered large numbers of views and allowed him to target specific groups.

Shareblue's anti-Trump videos, optimized for mobile viewing and sharing, were viewed over 20 million times during the 2016 campaign. Democrats often struggle to convey facts in ways that can be easily understood. Shareblue specializes in simplifying stories, facts, and data through videos, memes, and other highly shareable visual content.

In addition to our own rapid response videos (pairing TV clips with a strong message), Shareblue will also amplify grassroots, authentic video content (e.g., Pantsuit Flash Mobs that first appeared in New York during the campaign). These videos boost opposition morale, are widely shared, and garner positive media coverage. Through partnerships and joint ventures with grassroots organizations, Shareblue will ramp up its video production to maximize impact and grow our audience.

As we expand across social platforms, our approach to visual content will be tailored to each. For example, on Instagram Shareblue will produce a daily image—a chart, graph, photograph or gif—which tells a specific story that aligns with our editorial focus.

INVEST IN INVESTIGATIVE JOURNALISM

The Trump administration needs to be investigated. Since 2006, The American Independent has shined a national spotlight on important stories—or offered rebuttals of accepted narratives—that the corporate news media leave in the shadows. The American Independent searches for and exposes the underreported activities of conservatives, arming the public with the truths needed to hold individuals and groups responsible for actions or policies that run counter to the progressive agenda.

With the election of Trump and its implications for a free press, The American Independent's work is more important than ever. In 2017, working with Shareblue, The American Independent will award grants to top investigative journalists to cover, expose, and damage the Trump administration and its allies.

A few examples of The American Independent's victories exposing the conservative nexus of power in Washington include:

- "Company Town", a documentary film that tells the story of Crossett, Arkansas, pop. 5,500, a town literally poisoned by the greed of paper-processing company Georgia-Pacific, a Koch Industries subsidiary. "Company Town" premiered on June 7, 2016 at the Los Angeles Film Festival to a sold out crowd and was one of a few select films invited for a second screening. *Huffington Post* called it an "important film" that "exposes the horrific environmental impact that Georgia-Pacific, a Koch Industries-owned company, has had on the tightly-knit Arkansas community."
- A 2014 *Rolling Stone* profile of the rise of Larry Pratt, Executive Director of Gun Owners of America, which earned 570,000 unique visitors and three million page views and led to follow-up articles in the *New York Daily News* ("Gun Owners of America director would be 'kind of glad' if lawmakers feared violence from his organization") and *Roll Call* ("Maloney Calls for Investigation Into Threats From Pro-Gun Leader Larry Pratt").
- Delegitimizing Mark Regnerus's 2012 study accusing same-sex parents of being inferior to their straight counterparts. Subsequent attempts to use Regnerus's study in the Supreme Court and in state battles failed—because The American Independent's reporting had destroyed its credibility.

THE GO-TO DESTINATION FOR POLLING AND PREDICTIVE MODELING

People don't answer polls anymore. Response rates are down to 15% or less. That damages the quality of polls and we saw the results in 2016. As polling faces a response bias crisis, models that use alternative inputs will become more important in future elections.

Our Impact

LED THE CHARGE IN CALLING OUT SEXISM IN THE 2016 CAMPAIGN.

In the beginning of the campaign, Shareblue was the only Democratic political site to regularly call out sexism in the presidential race. Conservatives, the corporate press, and even some progressives fiercely attacked us for it. But by the final weeks of the campaign, both mainstream and progressive journalists could be found commenting on the pivotal role sexism played in the race.

Benchmark Politics is the only predictive model to include county-level demographic, economic, and polling data to make accurate predictions about elections. This local-level focus will make it possible for Benchmark to not only predict 2018 Senate races, but also House races. As Democrats work aggressively to pick up seats in the mid-terms and defeat Trump in 2020, Shareblue will become the most accurate and trustworthy destination for polling and predictive modeling.

Heralded as the "next Nate Silver," Anthony Reed is the founder of Benchmark Politics and Shareblue's exclusive polling and predictive modeling expert. Notably, Benchmark Politics was the most accurate election forecaster in the Democratic primaries—beating even Nate Silver.

Shareblue will utilize this data and modeling expertise to ensure maximum impact of our editorial mission. With these added capacities, we will be able to test which messages and content are most effective. Trump was deftly able to change the conversation when it wasn't favorable to his terms. Therefore, we must be able to test in real time what is most damaging to him and his administration and then relentlessly pursue those angles and storylines.

OUTREACH

Shareblue's allies know that our content gets shared widely, and they know that there is no other resource like us in the progressive infrastructure. The more Democratic and progressive organizations get to know us, and see our results, the more often they come to Shareblue with quality story ideas and exclusive content, and the more they share it with their networks.

But there's much more work to do. To become the de facto news outlet of the opposition in the Trump era, we must invest significantly in marketing ourselves to the infrastructure and movement we exist to champion.

Shareblue will widen its outreach by developing strategic partnerships with Democratic allies, influencers, and progressive groups; we will be the go-to platform to amplify their campaigns and initiatives.

Shareblue will expand our reach on the Hill to solidify our relationships and influence within the Democratic Party. Looking to 2018, Shareblue's social media platform will be increasingly critical to party messaging.

As Shareblue becomes the leading source of news of the opposition, we'll regularly recruit Democratic officials, progressive leaders, and grassroots organizers to write op-eds for the site.

Shareblue editors and writers will do more appearances on TV and radio. Strengthening Shareblue's brand in the media is essential to our growth strategy.

Our Impact

EXPOSED WHITE NATIONALISM AS TRUMP'S POLITICAL STRATEGY.

Shareblue was the first to call Trump's full pivot to white nationalism, which we did several days before he hired Breitbart's Steve Bannon. While some journalists noted that white nationalists seemed to be emboldened by Trump, we aggressively called out Trump's explicit strategy: To foment a white nationalist awakening.

TECHNOLOGY

As a digital media company, Shareblue needs to be in the vanguard of new technology for both its operations and in how we deliver our content to our audience.

In 2017, Shareblue will explore a move to Medium, which would reduce costs, eliminate the need for server space, and shift responsibility to dealing with DDoS attacks elsewhere. Medium also provides a new and powerful channel for promoting our daily content.

It is well documented that the Trump campaign's digital team outperformed Democrats at every level. We must comprehensively understand the behavior of our audience, and use that data to hyper-target and expand it.

We'll do this in several ways:

- We'll start with our Facebook audience. Once we understand the behavior of our most valuable users (within and beyond Facebook) in greater detail, we can develop online look-alike models.
- Analyze the site: With regression models we can look at traffic sources; a social media analysis will reveal how well certain types of articles do when posted in various media sources; releasing particular articles in a controlled fashion will test time of day engagement levels, social media source, and topic.

#1 Twitter interaction rate
among major political news sites during 2016 election cycle

- We will be able to learn which platforms and ad types are most effective at building membership, driving views on content, driving amplifiers to share content, etc.
- With a clearer sense of who our users are, we'll make better strategic decisions on monetizing options, the tools to do so, and build the foundation for a potentially valuable and marketable dataset.

REVENUE

Impact and monetization are not mutually exclusive at Shareblue.

In the second half of 2017 we will move the focus to monetization with the goal of bringing in revenue in Q2 of 2018. Our strategies stem from our core competency: The ability to market content effectively in social media channels.

Sponsored content. Sponsored content is fueling the explosive growth of digital media platforms. These articles would be specifically written to promote businesses and organizations that fit our audience. This would primarily be a lead generation business paid through a CPA model. And we'll go beyond articles, and partner with progressive allies like EMILY'S List to produce video content.

Sponsored verticals. Shareblue can create verticals that can be sold to businesses and organizations that align with our editorial priorities, e.g., labor, environmental organizations, anti-corruption advocates.

Shareblue Premium. Subscribers pay for exclusive content, daily newsletter or other product. Think TPM Prime or Slate Plus.

Marketable dataset. Once we know our audience better, we will have the option of marketing this data to allies to help them grow their audience and impact as well. Shareblue will always safeguard the privacy of its readers.

Proprietary technology/premium experience. Subscribers pay a fee to participate in a Twitter-like environment for the opposition, free from conservative trolls and harassment. A powerful way of merging our connection to the grassroots with our platform.

Email leads. Monetizing traffic through sponsored actions, whereby a third party pays to place a petition on our site and then pays per email ($1.00-$2.00) for the output. We get to add these email lists to our database as well. Since Change.org shifted from only serving the left, there is a gap in the progressive landscape for email list generation.

Progressive products. In an increasingly high tech world, people seek things they can touch and feel. We could market products that align with our editorial mission and capture the emotion of the resistance. All potential products could be market-tested through our Facebook community.

Event marketing. As Shareblue's reach and impact increase, so too will the opportunity to extend the power of our brand. We'll develop event programming in major markets that features Shareblue editors, writers, and contributors, and generate revenue from paid sponsorships and/or consumer sales.

EVALUATION

Shareblue will constantly monitor the following indicators to know if we're on track toward our top outcomes.

Shareblue becomes the go-to news outlet for grassroots Trump opponents. Facebook engagement with our content doubles each year. Shareblue.com traffic also doubles each year. Twitter following increases 25% per year.

Shareblue becomes the de facto news outlet for opposition leaders. Democratic offices, campaigns, and progressive organizations will routinely pitch us stories, funnel us information, and share our content, and we'll measure ally engagement. Shareblue content will be used in paid political ads in television and digital mediums.

Trump allies are forced to step down or change course due to news we push. Intel and oppo given to us exclusively will become higher quality, with higher potential for impact, as our credibility and footprint grows.

Under pressure from Shareblue, Democrats take more aggressive positions against Trump. Democrats will echo the aggressive, emotive messaging Shareblue models and take action accordingly.

Achieve financial sustainability while diversifying content offerings and platforms. Set and meet revenue targets each fiscal year as editorial and reach expand. Find capital investors in Shareblue's new and expanding business.

Top editorial and writing talent leave competitors to join Shareblue. High quality, seasoned editors and writers at competing outlets increasingly follow Shareblue social media accounts, share our content, and repeat our messaging—until they realize Shareblue would make a better home.

BUDGET

Shareblue is an LLC which has a 2017 budget currently set at $2 million, which covers 18 total staff, including six full-time content producers.

Our top priority is expanding editorial capacity, and, accordingly, Shareblue's budget is biased towards content creation. This year, we'll bring on an executive editor, two writers/reporters, a production editor, and increase our freelance writers budget by 50%. Alongside our editorial expansion, we'll begin to re-build our video content program with a part-time producer, and optimize our social media presence with a digital manager.

With an increase in the budget to $3 million, Shareblue will be able to make necessary investments in 2017. An expanded technology team allows for a digital director to develop and execute social media and web growth strategies, along with a full-time developer and a designer.

We'll continue to expand our editorial capacity with two dedicated reporters (one for the progressive beat, and one for ethics/legal), and a full-time video department of two. And we'll be able to compete for top editorial talent. A product marketing manager will drive revenue through content sponsorships, email list monetization, and subscriber-model experimentation.

TEAM

Shareblue operates with a small but dedicated team, each of whom believes progressive values are worth fighting for every day. We're passionate about producing the highest quality content to inform, engage, and fire up our audience. And like our audience, we live on social media.

On the content creation side of Shareblue, the editor-in-chief works closely with her deputy editor, two senior writers, our exclusive polling and data strategist, and oversees a group of five freelance writers.

A director of outreach and IT manager round out the operations team.

SELECTED BIOS

Will Lippincott, Chief Operating Officer. Will began his media career in 1994 at *The New Yorker*, where he worked in advertising sales. From 1998 to early 2001 Will was publisher of *The New Republic* and led its re-launch before becoming publisher and business development director of BoozAllen's *strategy+business* quarterly. At both brands, Will was responsible for business operations, including advertising sales and consumer marketing, and for the development and execution of online content and revenue strategies. In 2004, Will co-founded Lippincott Massie McQuilkin (LMQ), a full-service

Our Impact

EXPLODED THE MYTH THAT THERE WAS "NO ENTHUSIASM" FOR HILLARY.

Drawing on polling data showing Clinton's supporters were more enthusiastic than her opponents', reports from the field, and inspiring photos of her passionate supporters, Shareblue relentlessly busted the pervasive myth that there was no enthusiasm for the first woman to be nominated for president by a major party.

literary agency that now represents more than 300 authors and estates. As an agent and talent manager, he developed a rigorous approach to securing publishing deals for prize-winning journalists and thought leaders whose ideas are catalysts for change in culture, politics, and business. Will has been a board member of Media Matters for America since its founding in 2004, and has served on the boards of American Bridge 21stCentury and The American Independent.

Katie Paris, Senior Executive Adviser. Katie is a veteran of progressive infrastructure organizations and Democratic campaigns. She has worked with Shareblue since David Brock took it over in late 2015. Katie also serves as an adviser to Media Matters, which she helped launch as its first Research Director in 2004. Katie also helped launch Faith in Public Life, a DC-based strategy center that advances faith as a powerful force for progressive causes. When she's not doing politics, she helps inspire social sector leaders to build great organizations for greater impact through the Leap of Reason initiative.

Melissa McEwan, Editor-in-Chief. Melissa is a leading feminist writer who has spent more than a decade in progressive advocacy, having founded the political and cultural blog Shakesville in 2004. She has been with Shareblue since February of 2016. Melissa's work has appeared in a number of publications, ranging from *Geez Magazine* to *The Guardian*. She has long valued building relationships with other writers in the social justice sphere, and loves to mentor fledgling feminist writers, from building an audience to navigating the challenges of social media.

Anthony Reed, Polling and Data Strategist. Heralded as the "next Nate Silver," Anthony is Shareblue's exclusive polling and predictive modeling expert. He is the founder of Benchmark Politics, which was the most accurate election forecaster in the Democratic primaries (beating even Nate Silver). The Benchmark model uses advanced statistical techniques based on county-level data Anthony developed to successfully lower the murder rate in Baton Rouge, reduce mass incarceration in Louisiana, and improve student success in public universities.

Tommy Christopher, Senior Political Writer. Tommy is a liberal commentator and journalist with an extensive reporting background. He began his journalism career covering the 2008 presidential campaign for AOL, then went on to cover the White House for six years with PoliticsDaily, Mediaite, and The Daily Banter. Before entering journalism, Christopher was a health insurance consultant with extensive expertise in the field.

Exhibit 14

Agenda for Thursday Meeting

From:creynolds@hillaryclinton.com
To: kofferdahl@hillaryclinton.com, jsullivan@hillaryclinton.com, caitlin@grunwald-communications.com,
, kschake@hillaryclinton.com, hstone@hillaryclinton.com more
jpalmieri@hillaryclinton.com, scurrie@bsgco.com, oshur@hillaryclinton.com, john@algpolling.com,
tcarrk@hillaryclinton.com, jim.margolis@gmmb.com, ellen.esterhay@gmmb.com, nnayak@hillaryclinton.com,
mona@algpolling.com, , david@db-research.com, tgoff@hillaryclinton.com, jbenenson@bsgco.com,
, ron.klain@revolution.com
Date: 2015-11-03 02:05
Subject: Agenda for Thursday Meeting

Agenda for Thursday Meeting

All,

We have a meeting scheduled on Thursday to discuss next steps on Bernie Sanders and the Republicans. Tony will be sending around the Sanders research later today. While we will do a brief summary at the top of the meeting, we'd like for everyone to come having reviewed the material and ready to discuss which hits and themes we want to deploy. On the Republicans, we are still working on the research, but wanted to have a conversation based on the current state of the race--defining our short-term objectives before we have oppo and opinion research. See below for an agenda--and let us know if you have any questions.

Sanders Agenda:

· Review of top hits

· Discussion of how we'd like to frame Bernie

· Top stories we need to land

· Campaign stance on hitting Bernie/tone

· Tactics for deploying research

Republican Agenda:

· Priority targets

· Goals for message and framing: who do we want to lift up, who should we try to push down

· Tactics on attacks: what should go through HRC, surrogates, DNC, CTR

· Framing around the next debate

-----Original Appointment-----
From: kofferdahl@hillaryclinton.com [mailto:kofferdahl@hillaryclinton.com <kofferdahl@hillaryclinton.com>]* On Behalf Of* re47@hillaryclinton.com
Sent: Monday, November 2, 2015 3:03 PM
To: re47@hillaryclinton.com; creynolds@hillaryclinton.com; jsullivan@hillaryclinton.com; caitlin@grunwald-communications.com; John Podesta; kschake@hillaryclinton.com; hstone@hillaryclinton.com; jpalmieri@hillaryclinton.com; scurrie@bsgco.com; oshur@hillaryclinton.com; john@algpolling.com; tcarrk@hillaryclinton.com; jim.margolis@gmmb.com; ellen.esterhay@gmmb.com; nnayak@hillaryclinton.com; mona@algpolling.com; ; David Binder; tgoff@hillaryclinton.com; jbenenson@bsgco.com; Karen Dunn; ron.klain@revolution.com
Subject: Research Meeting
When: Thursday, November 5, 2015 2:30 PM-6:00 PM (UTC-05:00) Eastern Time (US & Canada).
Where: 718-441-3763, no pin / NY-BrooklynHQ-Iowa