

FEDERAL BUREAU OF INVESTIGATION

FOI/PA

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Civil Action No.: 19-cv-1278 / 19-cv-1626

FOIA: 1492006-0; 1432673-0; 1432673-1; 1433273-0

PDF Title:19-cv-1278 Release 24

Total Withheld Pages = 328

Bates Page Reference	Reason for Withholding (i.e., exemptions with coded rationale, duplicate, sealed by order of court, etc.)
FBI(19cv1278) 9911	b5 - per DOJ/OIP; b6; b7C
FBI(19cv1278) 9912	b5 - per DOJ/OIP; b6; b7C
FBI(19cv1278) 9913	b5 - per DOJ/OIP
FBI(19cv1278) 9920	b6; b7C
FBI(19cv1278) 9921	b6; b7C
FBI(19cv1278) 9922	b6; b7C
FBI(19cv1278) 9923	b6; b7C
FBI(19cv1278) 9924	b6; b7C
FBI(19cv1278) 9925	b6; b7C
FBI(19cv1278) 9926	b6; b7C
FBI(19cv1278) 9927	b6; b7C
FBI(19cv1278) 9928	b6; b7C
FBI(19cv1278) 9929	b6; b7C
FBI(19cv1278) 9930	b6; b7C
FBI(19cv1278) 9931	b6; b7C
FBI(19cv1278) 9943	b6; b7C
FBI(19cv1278) 9944	b6; b7C
FBI(19cv1278) 9945	b6; b7C
FBI(19cv1278) 9947	b6; b7C
FBI(19cv1278) 9948	b6; b7C
FBI(19cv1278) 9949	b6; b7C
FBI(19cv1278) 9995	b5 - per DOJ/OIP; b6; b7C
FBI(19cv1278) 9996	b5 - per DOJ/OIP; b6; b7C
FBI(19cv1278) 9997	b5 - per DOJ/OIP; b6; b7C
FBI(19cv1278) 9998	b5 - per DOJ/OIP; b6; b7C
FBI(19cv1278) 9999	b5 - per DOJ/OIP; b6; b7C
FBI(19cv1278) 10000	b5 - per DOJ/OIP; b6; b7C
FBI(19cv1278) 10001	b5 - per DOJ/OIP; b6; b7C
FBI(19cv1278) 10002	b5 - per DOJ/OIP; b6; b7C
FBI(19cv1278) 10003	b5 - per DOJ/OIP
FBI(19cv1278) 10004	b5 - per DOJ/OIP
FBI(19cv1278) 10005	b5 - per DOJ/OIP; b6; b7C
FBI(19cv1278) 10006	b5 - per DOJ/OIP; b6; b7C
FBI(19cv1278) 10007	b5 - per DOJ/OIP; b6; b7C

Bates Page Reference	Reason for Withholding (i.e., exemptions with coded rationale, duplicate, sealed by order of court, etc.)
FBI(19cv1278) 10008	b5 - per DOJ/OIP; b6; b7C
FBI(19cv1278) 10009	b5 - per DOJ/OIP; b6; b7C
FBI(19cv1278) 10010	b5 - per DOJ/OIP; b6; b7C
FBI(19cv1278) 10011	b5 - per DOJ/OIP; b6; b7C
FBI(19cv1278) 10012	b5 - per DOJ/OIP; b6; b7C
FBI(19cv1278) 10013	b5 - per DOJ/OIP; b6; b7C
FBI(19cv1278) 10014	b5 - per DOJ/OIP; b6; b7C
FBI(19cv1278) 10015	b5 - per DOJ/OIP; b6; b7C
FBI(19cv1278) 10016	b5 - per DOJ/OIP
FBI(19cv1278) 10017	b6; b7A; b7C
FBI(19cv1278) 10018	b6; b7A; b7C
FBI(19cv1278) 10022	b6; b7C
FBI(19cv1278) 10023	b6; b7C
FBI(19cv1278) 10024	b6; b7C
FBI(19cv1278) 10025	b6; b7C
FBI(19cv1278) 10034	b6; b7C
FBI(19cv1278) 10035	Referral/Consult
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FBI(19cv1278) 10059	b5 - per DOJ/OIP
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FBI(19cv1278) 10065	b5 - per DOJ/OIP
FBI(19cv1278) 10066	b5 - per DOJ/OIP; b6; b7C
FBI(19cv1278) 10067	b5 - per DOJ/OIP; b6; b7C

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FBI(19cv1278) 10070	b5 - per DOJ/OIP; b6; b7C
FBI(19cv1278) 10071	b5 - per DOJ/OIP; b6; b7C
FBI(19cv1278) 10072	b5 - per DOJ/OIP; b6; b7C
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FBI(19cv1278) 10079	b5 - per DOJ/OIP; b6; b7C
FBI(19cv1278) 10080	b5 - per DOJ/OIP; b6; b7C
FBI(19cv1278) 10081	b5 - per DOJ/OIP
FBI(19cv1278) 10082	b5 - per DOJ/OIP; b6; b7C
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FBI(19cv1278) 10176	b5 - per DOJ/OIP
FBI(19cv1278) 10177	b5 - per DOJ/OIP; b6; b7C
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FBI(19cv1278) 10182	b5 - per DOJ/OIP; b6; b7C
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FBI(19cv1278) 10225	b6; b7C; b7E
FBI(19cv1278) 10226	b6; b7C; b7E
FBI(19cv1278) 10227	b6; b7C; b7E
FBI(19cv1278) 10228	b6; b7C; b7E
FBI(19cv1278) 10229	b6; b7C; b7E
FBI(19cv1278) 10230	b6; b7C; b7E
FBI(19cv1278) 10231	b6; b7C; b7E
FBI(19cv1278) 10232	b6; b7C; b7E
FBI(19cv1278) 10233	b6; b7C; b7E
FBI(19cv1278) 10234	b6; b7C; b7E
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FBI(19cv1278) 10236	b6; b7C; b7E
FBI(19cv1278) 10237	b6; b7C; b7E

Bates Page Reference	Reason for Withholding (i.e., exemptions with coded rationale, duplicate, sealed by order of court, etc.)
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FBI(19cv1278) 10243	b6; b7C; b7E
FBI(19cv1278) 10244	b6; b7C; b7E
FBI(19cv1278) 10247	b6; b7C; b7E
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FBI(19cv1278) 10262	b6; b7C; b7E
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FBI(19cv1278) 10264	b6; b7C; b7E
FBI(19cv1278) 10265	b6; b7C; b7E
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FBI(19cv1278) 10278	b6; b7C; b7E
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FBI(19cv1278) 10280	b6; b7C; b7E
FBI(19cv1278) 10281	b6; b7C; b7E
FBI(19cv1278) 10282	b6; b7C; b7E

Bates Page Reference	Reason for Withholding (i.e., exemptions with coded rationale, duplicate, sealed by order of court, etc.)
FBI(19cv1278) 10283	b6; b7C; b7E
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FBI(19cv1278) 10286	b6; b7C; b7E
FBI(19cv1278) 10287	b6; b7C; b7E
FBI(19cv1278) 10288	b6; b7C; b7E
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FBI(19cv1278) 10325	b6; b7C; b7E
FBI(19cv1278) 10326	b6; b7C; b7E
FBI(19cv1278) 10327	b6; b7C; b7E
FBI(19cv1278) 10328	b6; b7C; b7E
FBI(19cv1278) 10329	b6; b7C; b7E

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FBI(19cv1278) 10330	b6; b7C; b7E
FBI(19cv1278) 10331	b6; b7C; b7E
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FBI(19cv1278) 10333	b6; b7C; b7E
FBI(19cv1278) 10334	b6; b7C; b7E
FBI(19cv1278) 10335	b6; b7C; b7E
FBI(19cv1278) 10336	b6; b7C; b7E
FBI(19cv1278) 10337	b6; b7C; b7E
FBI(19cv1278) 10338	b6; b7C; b7E
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FBI(19cv1278) 10376	b4; b6; b7C
FBI(19cv1278) 10377	b4; b6; b7C
FBI(19cv1278) 10378	b4; b6; b7C
FBI(19cv1278) 10383	b6; b7C
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FBI(19cv1278) 10392	b5 - per DOJ/OIP; b6; b7C
FBI(19cv1278) 10402	b6; b7A; b7C
FBI(19cv1278) 10403	b6; b7A; b7C
FBI(19cv1278) 10404	b6; b7A; b7C
FBI(19cv1278) 10405	b6; b7A; b7C

Trump Team Met With Lawyer Linked to Kremlin During Campaign

By Jo Becker, Matt Apuzzo and Adam Goldman

July 8, 2017

Update: The Times is now reporting that Donald Trump Jr. was promised damaging information about Hillary Clinton before the meeting. Read the story.

Two weeks after Donald J. Trump clinched the Republican presidential nomination last year, his eldest son arranged a meeting at Trump Tower in Manhattan with a Russian lawyer who has connections to the Kremlin, according to confidential government records described to The New York Times.

The previously unreported meeting was also attended by Mr. Trump's campaign chairman at the time, Paul J. Manafort, as well as the president's son-in-law, Jared Kushner, according to interviews and the documents, which were outlined by people familiar with them.

While President Trump has been dogged by revelations of undisclosed meetings between his associates and Russians, this episode at Trump Tower on June 9, 2016, is the first confirmed private meeting between a Russian national and members of Mr. Trump's inner circle during the campaign. It is also the first time that his son Donald Trump Jr. is known to have been involved in such a meeting.

Representatives of Donald Trump Jr. and Mr. Kushner confirmed the meeting after The Times approached them with information about it. In a statement, Donald Jr. described the meeting as primarily about an adoption program. The statement did not address whether the presidential campaign was discussed.

American intelligence agencies have concluded that Russian hackers and propagandists worked to tip the election toward Mr. Trump, and a special prosecutor and congressional committees are now investigating whether his campaign associates colluded with Russians. Mr. Trump has disputed that, but the investigation has cast a shadow over his administration for months.



Natalia Veselnitskaya

Mr. Trump has also equivocated on whether the Russians were solely responsible for the hacking. But in Germany on Friday, meeting President Vladimir V. Putin for the first time as president, Mr. Trump questioned him about the hacking. The Russian leader denied meddling in the election.

The Russian lawyer invited to the Trump Tower meeting, Natalia Veselnitskaya, is best known for mounting a multipronged attack against the Magnitsky Act, an American law that blacklists suspected Russian human rights abusers. The law so enraged Mr. Putin that he retaliated by halting American adoptions of Russian children.

The adoption impasse is a frequently used talking point for opponents of the Magnitsky Act. Ms. Veselnitskaya's campaign against the law has also included attempts to discredit its namesake, Sergei L. Magnitsky, a lawyer and auditor who died in mysterious circumstances in a Russian prison in 2009 after exposing one of the biggest corruption scandals during Mr. Putin's rule.

Ms. Veselnitskaya was formerly married to a former deputy transportation minister of the Moscow region, and her clients include state-owned businesses and a senior government official's son, whose company was under investigation in the United States at the time of the meeting. Her activities and associations had previously drawn the attention of the F.B.I., according to a former senior law enforcement official.

In his statement, Donald Trump Jr. said: "It was a short introductory meeting. I asked Jared and Paul to stop by. We primarily discussed a program about the adoption of Russian children that was active and popular with American families years ago and was since ended by the Russian government, but it was not a campaign issue at the time and there was no follow up."

He added: "I was asked to attend the meeting by an acquaintance, but was not told the name of the person I would be meeting with beforehand."

Late Saturday, Mark Corallo, a spokesman for the president's lawyer, issued a statement implying that the meeting was a setup. Ms. Veselnitskaya and the translator who accompanied her to the meeting "misrepresented who they were," it said.



Paul Manafort at the Republican National Convention last year in Cleveland.
Eric Thayer for The New York Times

In an interview, Mr. Corallo explained that Ms. Veselnitskaya, in her anti-Magnitsky campaign, employs a private investigator whose firm, Fusion GPS, produced an intelligence dossier that contained unproven allegations against the president. In a statement, the firm said, "Fusion GPS learned about this meeting from news reports and had no prior knowledge of it. Any claim that Fusion GPS arranged or facilitated this meeting in any way is false."

Donald Trump Jr. had denied participating in any campaign-related meetings with Russian nationals when he was interviewed by The Times in March. "Did I meet with people that were Russian? I'm sure, I'm sure I did," he said. "But none that were set up. None that I can think of at the moment. And certainly none that I was representing the campaign in any way, shape or form."

Asked at that time whether he had ever discussed government policies related to Russia, the younger Mr. Trump replied, "A hundred percent no."

The Trump Tower meeting was not disclosed to government officials until recently, when Mr. Kushner, who is also a senior White House aide, filed a revised version of a form required to obtain a security clearance. The Times reported in April that he had failed to disclose any foreign contacts, including meetings with the Russian ambassador to the United States and the head of a Russian state bank. Failure to report such contacts can result in a loss of access to classified information and even, if information is knowingly falsified or concealed, in imprisonment.

Mr. Kushner's advisers said at the time that the omissions were an error, and that he had immediately notified the F.B.I. that he would be revising the filing. They also said he had met with the Russians in his official transition capacity as a main point of contact for foreign officials.

In a statement on Saturday, Mr. Kushner's lawyer, Jamie Gorelick, said: "He has since submitted this information, including that during the campaign and transition, he had over 100 calls or meetings with representatives of more than 20 countries, most of which were during transition. Mr. Kushner has submitted additional updates and included, out of an abundance of caution, this meeting with a Russian person, which he briefly attended at the request of his brother-in-law Donald Trump Jr. As Mr. Kushner has consistently stated, he is eager to cooperate and share what he knows."

Mr. Kushner's lawyers addressed questions about his disclosure but deferred to Donald Trump Jr. on questions about the meeting itself.

Mr. Manafort, the former campaign chairman, also recently disclosed the meeting, and Donald Trump Jr.'s role in organizing it, to congressional investigators who had questions about his foreign contacts, according to people familiar with the events.

A spokesman for Mr. Manafort declined to comment. In response to questions, Ms. Veselnitskaya said the meeting lasted about 30 minutes and focused on the Magnitsky Act and the adoption issue.

"Nothing at all was discussed about the presidential campaign," she said, adding, "I have never acted on behalf of the Russian government and have never discussed any of these matters with any representative of the Russian government."

Because Donald Trump Jr. does not serve in the administration and does not have a security clearance, he was not required to disclose his foreign contacts. Federal and congressional investigators have not publicly asked for any records that would require his disclosure of Russian contacts. It is not clear whether the Justice Department was aware of the meeting before Mr. Kushner disclosed it recently. Neither Mr. Kushner nor Mr. Manafort was required to disclose the content of the meeting in their government filings.

During the campaign, Donald Trump Jr. served as a close adviser to his father, frequently appearing at campaign events. Since the president took office, the younger Mr. Trump and his brother, who have worked for the Trump Organization for most of their adult lives, assumed day-to-day control of their father's real estate empire.

A quick internet search reveals Ms. Veselnitskaya as a formidable operator with a history of pushing the Kremlin's agenda. Most notable is her campaign against the Magnitsky Act, which provoked a Cold War-style, tit-for-tat row with the Kremlin when President Barack Obama signed it into law in 2012.

Under the law, some 44 Russian citizens have been put on a list that allows the United States to seize their American assets and deny them visas. The United States asserts that many of them are connected to fraud exposed by Mr. Magnitsky, who after being jailed for more than a year was found dead in his cell. A Russian human rights panel found that he had been assaulted. To critics of Mr. Putin, Mr. Magnitsky, in death, became a symbol of corruption and brutality in the Russian state.

An infuriated Mr. Putin has called the law an "outrageous act," and, in addition to banning American adoptions, compiled what became known as an "anti-Magnitsky" blacklist of United States citizens.

Among those blacklisted was Preet Bharara, then the United States attorney in Manhattan, who led high-profile convictions of Russian arms and drug dealers. Mr. Bharara was abruptly fired in March, after previously being asked to stay on by Mr. Trump.

One of Ms. Veselnitskaya's clients is Denis Katsyv, the Russian owner of a Cyprus-based investment company called Prevezon Holdings. He is the son of Petr Katsyv, the vice president of the state-owned Russian Railways and a former deputy governor of the Moscow region. In a civil forfeiture case prosecuted by Mr. Bharara's office, the Justice Department alleged that Prevezon had helped launder money tied to a \$230 million corruption scheme exposed by Mr. Magnitsky by parking it in New York real estate and bank accounts. As a result, the government froze \$14 million of its assets. Prevezon recently settled the case for \$6 million without admitting wrongdoing.

Ms. Veselnitskaya and her client hired a team of political and legal operatives that has worked unsuccessfully in Washington to repeal the Magnitsky Act. They also tried but failed to keep Mr. Magnitsky's name off a new law that takes aim at human-rights abusers across the globe.

Besides the private investigator whose firm produced the Trump dossier, the lobbying team included Rinat Akhmetshin, an émigré to the United States who once served as a Soviet military officer and who has been called a Russian political gun for hire.

Ms. Veselnitskaya was also deeply involved in the making of an anti-Magnitsky film that premiered just weeks before the Trump Tower meeting. Titled "The Magnitsky Act — Behind the Scenes," the film echoes the Kremlin line that the widely accepted version of Mr. Magnitsky's life and death is wrong. The film claims that he was not assaulted and alleges that he never testified that government officials conspired to steal \$230 million in fraudulent tax rebates.

In the film's telling, the true culprit of the fraud was William F. Browder, an American-born financier who hired Mr. Magnitsky to investigate the fraud after he had three of his investment funds companies in Russia seized. On RussiaTV5, a station whose owners are known to be close to Mr. Putin, Ms. Veselnitskaya was lauded as "one of those who gave the film crew the real proofs and records of testimony."

Mr. Browder, who stopped the screening of the film in Europe by threatening libel suits, called the film a state-sponsored smear campaign.

"She's not just some private lawyer," Mr. Browder said of Ms. Veselnitskaya. "She is a tool of the Russian government."

John O. Brennan, the former C.I.A. director, testified in May that he had been concerned last year by Russian government efforts to contact and manipulate members of Mr. Trump's campaign. "Russian intelligence agencies do not hesitate at all to use private companies and Russian persons who are unaffiliated with the Russian government to support their objectives," he said.

The F.B.I. began a counterintelligence investigation last July into Russian contacts with any Trump associates. Agents focused on Mr. Manafort and a pair of advisers, Carter Page and Roger J. Stone.

Among those now under investigation is Michael T. Flynn, who was forced to resign as Mr. Trump's national security adviser after it became known that he had falsely denied speaking to the Russian ambassador about sanctions imposed by the Obama administration over the election hacking.

Congress later discovered that Mr. Flynn had been paid more than \$65,000 by companies linked to Russia, and that he had failed to disclose those payments when he renewed his security clearance and underwent an additional background check to join the White House staff.

In May, the president fired the F.B.I. director, James B. Comey, who days later provided information about a meeting with Mr. Trump at the White House. According to Mr. Comey, the president asked him to end the bureau's investigation into Mr. Flynn; Mr. Trump has repeatedly denied making such a request. Robert S. Mueller III, a former F.B.I. director, was then appointed as special counsel.

The status of Mr. Mueller's investigation is not clear, but he has assembled a veteran team of prosecutors and agents to dig into any possible collusion.

Follow Jo Becker, Matt Apuzzo and Adam Goldman on Twitter.

Sophia Kishkovsky and Eric Lipton contributed reporting. Kitty Bennett contributed research.

A version of this article appears in print on July 9, 2017, on Page A1 of the New York edition with the headline: Trump Team Met With Lawyer Tied to Kremlin Amid '16 Race

READ 1996 COMMENTS

From: Jared Kushner

To: Stephen Miller

[REDACTED] Paul Manafort

[REDACTED] Rick Gates

Cc:

Bcc:

Subject: FW: Russia Policy Memo

Date: Wed Aug 10 2016 11:30:13 EDT

Attachments: Russia Policy.docx

b6
b7C

FYI – a suggestion only

From: Dimitri Simes [mailto:[REDACTED]
Sent: Tuesday, August 09, 2016 6:09 PM

To: Jared Kushner [REDACTED]

Subject: Russia Policy Memo

b6
b7C

Dear Jared,

b5 per DOJ/OIP

[REDACTED]

With kind regards,

Dimitri

This message is a PRIVATE communication. This message and all attachments are a private communication and may be confidential and/or legally privileged. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of the information contained in or attached to this message is strictly prohibited. Please notify the sender of the delivery error by replying to this message, and then delete it from your system. Thank you.

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Document ID: 0.7.4730.116171-000001

Owner: Jared Kushner

Filename: Russia Policy.docx

Last Modified: Wed Aug 10 11:30:13 EDT 2016

b6

b7C

Message

From: Paul Manafort [REDACTED]

b6
b7C

Sent: 8/11/2016 2:59:15 PM

To: [REDACTED]

Subject: Fwd: Russia Policy Memo

Pls call Jarred's assistant to get the time and location of my meeting on August 17 with Jared and Dimitri Simes

Sent from my iPhone

Begin forwarded message:

From: Dimitri Simes [REDACTED]

b6
b7C

Date: August 11, 2016 at 2:46:21 PM EDT

To: Paul Manafort [REDACTED]

Subject: Re: Russia Policy Memo

I am working at home and am flexible today.

Sent from my iPhone

On Aug 11, 2016, at 14:41, Paul Manafort [REDACTED] wrote:

b6
b7C

We can do a call

Sent from my iPhone

On Aug 11, 2016, at 2:15 PM, Dimitri Simes [REDACTED] wrote:

b6
b7C

Paul, looking forward! Can arrange a conference call or if easier my cell number is [REDACTED] My office number is [REDACTED] Best!
Dimitri

Sent from my iPad

On Aug 10, 2016, at 9:50 PM, Paul Manafort

[REDACTED] wrote:

b6
b7C

Dimitri

Lets chat.

P

From: Dimitri Simes [mailto:[REDACTED]]

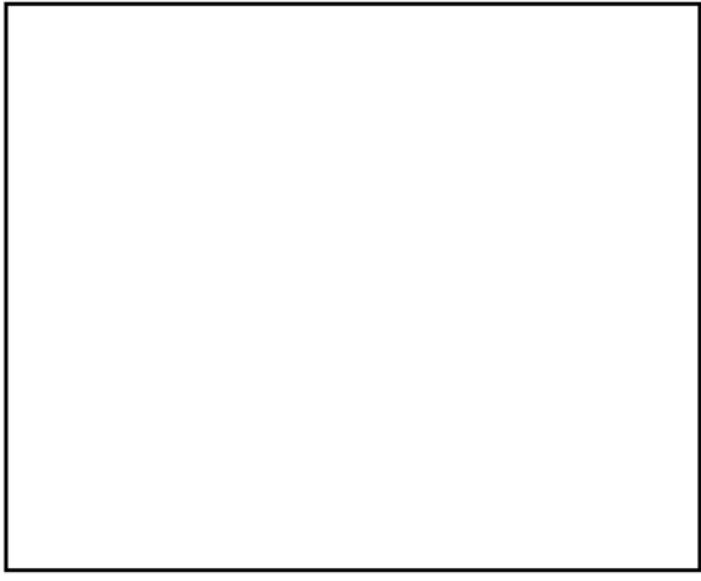
b6
b7C

Sent: Tuesday, August 09, 2016 6:09 PM

To: Jared Kushner [REDACTED]

Subject: Russia Policy Memo

Dear Jared,



()

With kind regards,
Dimitri

This message is a PRIVATE communication. This message and all attachments are a private communication and may be confidential and/or legally privileged. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of the information contained in or attached to this message is strictly prohibited. Please notify the sender of the delivery error by replying to this message, and then delete it from your system. Thank you.

()

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()

Document ID: 0.7.4249.432457

Owner: unknown <unknown@internal_domain>

Filename: DJTFP00023476.pdf

Last Modified: Fri Sep 15 2017 12:21:54 EDT

To: Jared Kushner [REDACTED]
From: Paul Manafort
Sent: 2016-11-05T10:36:01-05:00
Importance: Normal
Subject: Securing the Victory
Received: 2016-11-05T10:36:13-05:00
Securing the Victory.docx

b6
b7c

Jared

Not certain if you are offline but am sending for when you are online again.

I am really feeling good about our prospects on Tuesday and focusing on preserving the victory. This memo deals with this concern,

I sent this to Reince, and briefed Rick Gates and Hannity.

Good luck. We are almost there.

Paul

~~CONFIDENTIAL~~

FBI (19cv1278)-9917
NOSC00021576

To: Reince Priebus, Jared Kushner
Fr: PJM
Re: Securing the Victory

State of Race

DT will be elected President on Tuesday.

I believe that we are on the verge of a mandate size Electoral College victory. With the battleground states closing to within margins of error, DT is poised to win most of these states on Tuesday.

I expect that this weekend, the Undecided voters will begin to break for DT. At this time HC is the incumbent in the race. This means that she has all that she is going to get on election day. The remaining Undecided will either stay home or break for DT.

I suspect that on election day, the voting Undecided should be enough to give DT victory in most of the battleground states where the race is even or DT is slightly ahead.

In addition, I do believe that in most battleground states the enthusiasm factor will be strongly in DT's favor. This means that soft DT support will vote while soft HC support will vary in turnout. Also, any Clinton GOTV advantage, which I believe is over estimated based on my analysis and phone calling, will still have a hard time turning out black vote and millennial voters. The only voter group exception that I have seen that is motivated to vote is in the Hispanic community in Florida and Nevada.

The cumulative effect of these factors is that it is likely that DT will win most, if not all, of the close battleground states.

This is great news but it also poses a challenge that we need to be prepared for.

CLINTON Reaction to Losing Election Strategy

The electorate is not prepared for this result, nor is the media.

I am concerned that the Clinton campaign does have an answer for this possibility. They will move immediately to discredit the DT victory and claim voter fraud and cyber-fraud, including the claim that the Russians have hacked into the voting machines and tampered with the results.

As crazy as this sounds, it is not outside of their playbook.

Because neither the public or the media (or even some of our supporters) is thinking we can win all of the states, we are vulnerable to this Clinton attack. It shouldn't affect our victory but it could seriously impact our mandate (think how GWB was affected by Florida controversy and magnify it).

Building DT Strategy to Secure the Victory

Our plan to prepare the world for our victory is strategic. It is not just a communications plan. We need to define the strategy, build the messaging, organize the communicators and brief friendly media.

I know that we have all of our resources focused correctly on securing the victory on Tuesday.

However, I cant stress the point enough - ***It is just as important to build the plan to protect the victory.*** We must start preparing the public for a significant DT electoral college victory, even if the popular vote is not commensurate.

The plan should include, at a minimum, the following elements:

1. Starting Sunday, campaign and Republican leaders, like Preibus and Conway – should background the media walking through the prospects of the way DT will win on Tuesday. The media should have a perspective of what can happen. It doesn't matter if they agree, only that they are aware of it.
2. Talking Points should be distributed for Monday and Tuesday raising the possibility that DT can win all of the close states, that the election momentum now favors DT, that he will attain a sizable Electoral College total, and compare the rapid change to the 1980 RR victory with the electorate breaking 10 points in the last 4 days.
3. Republican State Election officials (Secretary of States), key state officials (Governors, Attorneys General) and campaign election integrity lawyers who have media and political smarts should be organized to go on TV on Election night attesting to the credibility of the election results. This needs to be prepared in advance.
4. We need to identify Democrats who would step forward after the election and call for closure and recognition of the election. This will have to be implemented after the election but we should identify now Democrats who we believe would be potential candidates for this role – Sen Leiberman, Sen Joe Manchin etc.

The point is we need to organize our plan now.

Clinton will never accept a loss without discrediting the process.

The media cannot accept a DT victory as an uprising of the people.

A DT victory is a repudiation of the entire “rigged system” by the people. This will never be accepted by the establishment.

We need to understand this fundamental point. Recognizing it, we must apply the same focus as we have in this incredible campaign to secure our victory. Preparing the mindset on Monday and having our plan ready on TUESDAY night to immediate implementation is vital.

From:

[redacted]

b6
b7C

To:

paul Manafort

[redacted]

Cc:

Bcc:

Subject: inaugural tickets

Date: Wed Nov 23 2016 14:09:14 EST

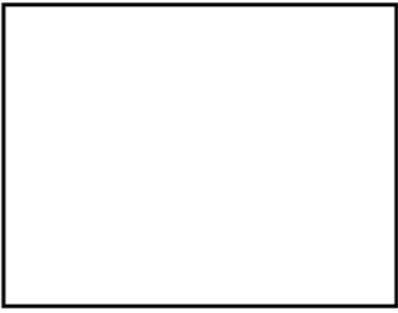
Attachments:

I've create a list. Whatever you can or can't do is obviously fine. These are the big trump supporters whom I'm friendly with. I'm hope this can get me to the ball you'd be going to as well. I'm going to lose a few women as I obviously can only take one! Thanks again for everything!Please Let me know if there's any issues!

[redacted]

b6
b7C

b6
b7C



(

)

)

From: [REDACTED]
To: paul Manafort [REDACTED]

b6
b7C

Cc:
Bcc:
Subject: Innauguration
Date: Wed Dec 14 2016 15:57:52 EST
Attachments: 0.7.3801.13556-000001.jpg
0.7.3801.13556-000002.jpg
0.7.3801.13556-000003.jpg

Dear Paul,

[REDACTED]
b6
b7C

Is ther any chance in the world that you can find two tickets, one or the other, to the inauguration ceremony or the bleachers by the White House for the arrival?. I am not interested in any ball, etc. I know it is a long shot. [REDACTED]

I do keep you in my prayers.

Peace,

[REDACTED]
b6
b7C

From: [REDACTED]
To: [REDACTED]
Cc: [REDACTED]
Bcc: [REDACTED]
Subject: Fwd: ticket info
Date: Fri Dec 23 2016 12:47:28 EST
Attachments:

b6
b7C

This is it Thanks all there side on this one email and you have mine

Sent from my iPhone

Begin forwarded message:

From: [REDACTED]
Date: December 23, 2016 at 9:42:39 AM PST
To: [REDACTED]
Subject: ticket info

b6
b7C

H [REDACTED]
Here is the info



b6
b7C

From: rick gates [REDACTED]

b6
b7C

To: paul Manafort [REDACTED]

Cc:

Bcc:

Subject: Fwd: Inaugural Tickets

Date: Sat Dec 31 2016 01:37:43 EST

Attachments:

FYI. [REDACTED] reached out to me for tickets for two guests. I told him we would help him out.

b6
b7C

Begin forwarded message:

From [REDACTED]

Subject: RE: Inaugural Tickets

Date: December 29, 2016 at 12:38:17 PM EST

To: Rick Gates [REDACTED]

[REDACTED]

From: Rick Gates [REDACTED]

b6
b7C

Sent: Thursday, December 29, 2016 12:29 PM

To [REDACTED]

Subject: Re: Inaugural Tickets

sure i will add them to the list. should we just distribute the tickets to you or do you have their address?

On Dec 29, 2016, at 12:22 PM [REDACTED] wrote:

b6
b7C

Rick, is this something you can help me with? Thanks [REDACTED]

[REDACTED]
From: [REDACTED]
Sent: Wednesday, December 28, 2016 10:19 AM
To: Paul Manafort [REDACTED]
Subject: Inaugural Tickets

b6
b7C

Paul,

Happy New Year. Who at the Inaugural Committee can help me get tickets for [REDACTED]

Thanks [REDACTED]

[REDACTED]

b6
b7C

From: [REDACTED]
Sent: Thursday, December 22, 2016 11:24 AM
To: Paul Manafort [REDACTED]
Subject: Question/Request (I apologize in advance)

b6
b7C

[REDACTED]

Please direct me as appropriate. Thanks.

b6
b7C

From: [REDACTED]
To: paul Manafort [REDACTED]
[REDACTED]
Cc:
Bcc:
Subject: Fwd: Information on [REDACTED] for the invitation
Date: Sat Dec 31 2016 05:06:26 EST
Attachments: 0.7.3801.13207-000001.JPG
0.7.3801.13207-000002.PNG

b6
b7C

[REDACTED]
just sent his info to me his info in hopes there is a way he could get a ticket .. for Inauguration ..and beyond
thank you
[REDACTED]

b6
b7C

From [REDACTED]
Date: December 31, 2016 at 2:44:39 PM GMT+9
To [REDACTED]
Subject: Information on [REDACTED] for the invitation

Dear [REDACTED]

b6
b7C

Regards,
[REDACTED]

From: [REDACTED]
To: paul Manafort [REDACTED]
[REDACTED]
Cc:
Bcc:
Subject: Fwd: Attendees for the Inauguration 2017
Date: Sat Dec 31 2016 05:00:21 EST
Attachments:

b6
b7C

These are [REDACTED] contacts
She is hoping to be able to receive Inauguration tickets to key ..party and inauguration she apologizes
for the last minute requests ..
I will be forwarding to you shortly [REDACTED] interest in one Inauguration ticket for himself

b6
b7C

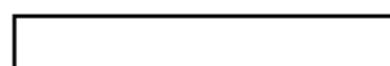
From: [REDACTED]
Date: December 30, 2016 at 7:22:04 PM GMT+9
To: [REDACTED]
Subject: Attendees for the Inauguration 2017

Hi [REDACTED]

Here is the list of attendees. I have fix it by your request. There is one more person [REDACTED]
[REDACTED] willing to attend the event. He is [REDACTED]
[REDACTED]

b6
b7C

Attendees for the Inauguration of President Trump 2017



b6
b7C

Document ID: 0.7.3940.646282-000001

Owner:

Filename: 0.7.3801.13128-000001.docx

Last Modified: Wed Jan 04 13:45:09 EST 2017

b6

b7C

From: [REDACTED]
To: paul Manafort [REDACTED]
[REDACTED]
Cc:
Bcc:
Subject: Re: Hello from [REDACTED]
Date: Wed Jan 04 2017 22:55:44 EST
Attachments: 0.7.3801.13101-000001.docx

b6
b7C

Mr. Manafort,

I was hoping to see you during the holidays, but am so excited that I get to see you at the gala in a few weeks and thank you so much for helping us get tickets!!! It will be a great last-ish hurrah for [REDACTED] and [REDACTED]

b6
b7C

I know you're insanely busy and absolutely understand if you don't have time to deal with any of this--I remain extremely grateful for anything you could do on either of our behalves. [REDACTED]

b6
b7C

Hope all is well, and see you very soon!!

Warmly,

[redacted]
On Sun, Dec 4, 2016 at 5:47 PM, Paul Manafort [redacted] wrote:

Hi [redacted]

It is great to hear from you. I told [redacted] over Thanksgiving that I have missed our get togethers.

I am happy to help. Let me check out what is happening and then will get back to you.

P

From: [redacted]
Date: Sunday, December 4, 2016 at 4:56 PM
To: Paul Manafort [redacted]
Subject: Hello from [redacted]

b6
b7C

Mr. Manafort,

[redacted]
It has truly been a pleasure watching you completely own domestic politics this year. I've learned quite a lot from observing your command of various situations.

b6
b7C

[redacted]
My resume is attached and I'm happy to answer any questions or meet anyone. Thank you so much in advance for anything that you may be able to do.

[redacted]
I hope you and [redacted] are doing great, and that you have another grandbaby in the pipeline soon!

b6
b7C

Warmly,



b6
b7C

From: [REDACTED]
To: paul Manafort [REDACTED]

b6
b7C

Cc:
Bcc:
Subject: Re: Inauguration
Date: Wed Jan 11 2017 00:30:14 EST
Attachments:

[REDACTED]
Sent from my iPhone

b6
b7C

> On Jan 10, 2017, at 9:28 PM, Paul Manafort [REDACTED] wrote:
>
> No. Send me your address again. You are not the only one they messed up on.
> Need it tonight
>
>> On 1/11/17, 5:10 AM, [REDACTED] wrote:
>>
>> I still have not received anything in regards to the inauguration, should I cancel the airline tickets?
>>
>> Sent from my iPhone
>

From: [REDACTED]
To: [REDACTED]
Cc: paul Manafort [REDACTED]

b6
b7C

Bcc:
Subject: Re: Trump Inauguration
Date: Sat Jan 14 2017 10:47:36 EST
Attachments:

I am so glad that it worked! You will be able to pick up your swearing in ceremony tickets beginning on Monday after 12:00pm on the 3rd floor of the Fairmont Hotel.

Best,
[REDACTED]

On Jan 14, 2017, at 10:38 AM, [REDACTED] wrote:

b6
b7C

> Thank you [REDACTED] I was able to register

> [REDACTED]

> Sent from my iPad

>

>> On Jan 14, 2017, at 4:16 AM, [REDACTED] wrote:

>>

>> Absolutely, happy to help!

>> You need to go to www.58pic2017.org and click the ticket button on the top right. You will then be prompted for your username and ID. You will need to input all of your information and click redeem after each separate event. Most tickets will be emailed to you over the next few days and the swearing in ceremony tickets will be available at will call at the Fairmont. Please let me know if you need anything else! I hope this helps!

>>

>> Best,

>> [REDACTED]

>>

>> Sent from my iPhone

>>

>>> On Jan 14, 2017, at 1:07 AM, [REDACTED] wrote:

>>>

>>>

>>> Hi [REDACTED]

>>> We received our password and username but no information on how to sign up for events. Can you please provide us more information.

>>>

>>> Thanks,

>>> [REDACTED]

>>> Sent from my iPad

>>>

b6
b7C

From:
To:

Cc: paul Manafort

Bcc:
Subject: Inauguration Tickets
Date: Sat Jan 14 2017 16:05:17 EST
Attachments:

Mr.

b6
b7C

Please find your Inaugural ticketing information below. You need to go to www.58pic2017.org and click the ticket button on the top right. You will then be prompted for your username and ID. You will need to input all of your information and click redeem after each separate event. Most tickets will be emailed to you over the next few days and the swearing in ceremony tickets will be available at will call at the Fairmont starting tomorrow evening. Please let me know if you need anything else! I hope this helps!

Best,

[redacted]

b6
b7C

Username:

[redacted]

Password:

b6
b7C

From: paul Manafort [REDACTED]

b6

b7C

To: [REDACTED]

Cc: [REDACTED]

Bcc: [REDACTED]

Subject: Inaugural instructions [REDACTED]

Date: Sun Jan 15 2017 11:31:04 EST

Attachments:

Why you have been so difficult to get this information to, I don't know.

You have bee set up on the computer.

The instructions are below and your user ID and PW are below the instructions.

You should register asap to day and let me know when you have completed it.

Paul

Instructions:

You need to go to www.58pic2017.org and click the ticket button on the top right. You will then be prompted for your username and ID. You will need to input all of your information and click redeem after each separate event. Most tickets will be emailed to you over the next few days and the swearing in ceremony tickets will be available at will call at the Fairmont.

[REDACTED]
Username [REDACTED]

Password- [REDACTED]

b6

b7C

From: [REDACTED]
To: paul manafor [REDACTED]

Cc:
Bcc:
Subject: Re [REDACTED] username and password
Date: Sun Jan 15 2017 00:24:13 EST
Attachments:

b6
b7C

We are registered. Thanks

[REDACTED]

b6
b7C

Sent from my iPhone
Best Always
[REDACTED]

On Jan 14, 2017, at 11:15 PM, Paul Manafort [REDACTED] wrote:

Instructions below in red:

You need to go to www.58pic2017.org and click the ticket button on the top right. You will then be prompted for your username and ID. You will need to input all of your information and click redeem after each separate event. Most tickets will be emailed to you over the next few days and the swearing in ceremony tickets will be available at will call at the Fairmont. Please let me know if you need anything else! I hope this helps!

From: [REDACTED]
Date: Saturday, January 14, 2017 at 10:51 PM
To: Paul Manafort [REDACTED]
Subject: Re: [REDACTED] username and password

b6
b7C

Got this from you. Is there a web site that I use the username and password to registers? Nothing as yet directly from [REDACTED]

b6
b7C

Sent from my iPad

On Jan 14, 2017, at 10:31 PM, Paul Manafort [REDACTED] wrote:

I recommend that you register tonight

Begin forwarded message:

From [REDACTED]
Date: January 14, 2017 at 8:59:05 PM EST
To: Paul Manafort [REDACTED]
Subject: [REDACTED] username and password

b6
b7C

Username

Password



From: [REDACTED]
To: paul Manafort [REDACTED]
[REDACTED]

b6
b7c

Cc:
Bcc:
Subject: Re: instructions
Date: Sun Jan 15 2017 08:23:37 EST
Attachments:

Paul:

I just received this information this morning and it worked. I was able to "redeem" our tickets. I hope they get here in time.

Thanks for your efforts in getting this handled for us. We are very excited!

[REDACTED]

b6
b7c

On Jan 14, 2017, at 11:16 PM, Paul Manafort [REDACTED] wrote:

Did you do what is in red below? If yes, they will reset in the morning.
P

You need to go to www.58pic2017.org and click the ticket button on the top right. You will then be prompted for your username and ID. You will need to input all of your information and click redeem after each separate event. Most tickets will be emailed to you over the next few days and the swearing in ceremony tickets will be available at will call at the Fairmont.

From: paul Manafort [REDACTED]

b6
b7C

To:

Cc:

Bcc:

Subject: [REDACTED]

Date: Tue Jan 17 2017 15:10:36 EST

Attachments:

StartTime: 01/20/2017 10:00:00 PM GMT

EndTime: 01/21/2017 12:00:00 AM GMT

Location [REDACTED] Bring ticket

b6
b7C

Recurring: No

ShowReminder: Yes

ReminderMinutes: 15

ReminderTime: 01/20/2017 09:45:00 PM GMT

Accepted: No

OPERATING AGREEMENT OF DMP INTERNATIONAL, LLC

This Operating Agreement ("Agreement") of DMP International, LLC (herein "DMPI"), a Delaware Limited Liability Company, is effective as of the 1st day of September 2011 ("Effective Date") between the Members.

WITNESSETH

The Members wish to establish this Operating Agreement for the governance of the Company.

NOW THEREFORE in consideration of the foregoing, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all of the Members of the Company hereby acknowledge and agree to the following:

SECTION I FORMATION AND PURPOSE

The Company was formed pursuant to the Delaware Limited Liability Company Act, as may be amended from time to time (the "Act").

Each Member confirms and agrees to its status as Member, its Membership Class, and subscribes to the acquisition of a Membership Interest upon the terms and conditions set forth in this Agreement.

Each Member hereby executes and adopts this Agreement as the Operating Agreement of the Company, pursuant to the Act. The Members and the Company hereby agree that the duties and obligations imposed on the Members of the Company shall be those set forth in this Agreement, which is intended to govern the relationship among the Company and the Members, notwithstanding any provision of the Act or common law to the contrary.

1. Name.

The name of the Company is DMP International, LLC. All Company business must be conducted in the name of the Company. Title to all assets of the Company shall be held in the name of the Company.

2. Principal Office.

The principal office of the Company shall be [redacted]

b6
b7C

3. Governing Law.

This Agreement and all issues regarding the rights and obligations of the Members, the construction, enforcement and interpretation hereof, and the formation, administration and termination of the Company shall be governed by the provisions of the Act and other applicable laws of the State of Delaware, without reference to conflict of laws principles.

4. Purposes.

The Company has been formed for the purpose of transacting any and all lawful business for which limited liability companies may be organized under the Act.

5. Registered Agent and Office.

The registered agent for the service of process and the registered office shall be that person and that office location reflected in the Articles of Organization as filed with the Delaware Secretary of State. The Managing Member(s), may, from time to time, change the registered agent or office through appropriate state filings. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Managing Member(s) shall promptly designate a replacement registered agent or file a notice of change of address as the case may be.

SECTION II
STATUS, CLASSES, RIGHTS AND OBLIGATIONS OF MEMBERS

1. Members.

There shall be one class of members: At the time of the execution of this Agreement, the following are the Class A Members of the Company:

Paul J. Manafort



b6
b7C

The term "Member" as used herein, when it is not used with a specific Class designation, refers to a Class A Member.

2. Notice of Address and Membership Interest.

The notice of the address of the Members are set forth on Attachment A. The Members each agree that each Member's percentage of ownership interest ("Membership Interest") as well as the Class of the Membership Interest, shall be set forth on Exhibit A as may be amended from time to time pursuant to this Agreement.

3. Voting.

Only Class A Members are entitled to vote on any matters. Class A Members shall vote in proportion to their respective Membership Interests. Unless otherwise provided herein, for the purposes of this Agreement, any action requiring a vote, consent, or approval of a majority of the outstanding Class A Membership Interests shall be authorized if Class A

Members holding more than fifty percent of the outstanding Class A Membership Interests, vote for, consent to or approve, such action.

4. Action Without a Meeting.

Any action required or permitted to be taken at a meeting of the Class A Members may be taken without a meeting if the action is taken by Class A Members holding all of the outstanding Class A Membership Interests entitled to vote. Such an action without meeting shall be evidenced by a written consent signed by all Class A Members as required and filed with the Company's records.

5. Conflicts of Interest.

A Member does not violate a duty or obligation to the Company merely because the Member's conduct furthers the Member's own interest. A Member may lend money to and transact other business with the Company. The rights and obligations of a Member who lends money to or transacts business with the Company are the same as those of a person who is not a Member, subject to applicable law. No transaction with the Company shall be voidable solely because a Member has either a direct or indirect interest in the transaction if either the transaction is fair to the Company, or if, knowing the material facts of the transaction, the majority of the Class A Members authorize, approve or ratify the transaction.

6. Other Activities.

Except as otherwise provided herein, any Member may engage in or possess any interest in other businesses of any nature and description, independently or with others and neither the Company nor any Member shall have any rights in or to any such independent venture or the income or profits derived therefrom, provided, however, that no Member shall engage in any independent venture or opportunity which competes with the business of the Company unless he has first presented such opportunity to the Company and a majority of the Class A Members have voted to decline such business opportunity on behalf of the Company.

7. Right to Transfer Membership Interest.

No Class A Member shall have the right to transfer, hypothecate, mortgage, sell, exchange, assign or otherwise dispose of or grant an interest in (collectively "transfer") all or part of his Membership Interest to a third party or parties, including the Member's interest in any part of the Company's assets, receivables, records, documents records, files or clientele, all such rights and interests of such Member being personal to him and not transferable and not assignable. Nothing herein shall prevent a Class A from selling back to the Company all or a portion of its Membership Interest under the terms of an option contained in a written Agreement with the Company.

Notwithstanding the foregoing, each Member agrees not to transfer all or any part of a Membership Interest (or take or omit any action, filing election or other action which could result in a deemed transfer) if such transfer (either considered alone or in the aggregate with prior transfers by other Members) would result in the termination of the Company for Federal Income tax purposes. Such transfer is void ab initio.

8. Liability of Members.

No Member shall be liable as such for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on any of the Members.

9. Indemnification.

The Company shall indemnify the Members for all costs, losses, liabilities and damages paid or accrued by such Member in connection with the business of the Company for acts or omissions which do not violate the standard of care set forth immediately below.

10. Members' Standard of Care.

Each Member's duty of care in the discharge of the Member=s duties to the Company and the other Members, including the duty of the Managing Member(s), is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law. Members shall be fully protected in relying in good faith upon the records of the Company and upon such opinions reports or statements made by other Members or other person as to matters the Member reasonably believes to be in that person=s professional or expert competence.

11. Miscellaneous Member Obligations.

It shall be the duty of each Member to act at all times consistently with and in compliance with all and each of the provisions of this Agreement and with all policies, rules, and decisions of the Company adopted in accordance with the provisions of this Agreement.

SECTION III
MANAGEMENT BY MANAGING MEMBER

1. Managing Member(s).

There shall be one Managing Member (also referred to herein as "Manager"). Only a Class A Member may be a Managing Member. All decisions concerning the business affairs of the Company shall be made by the Managing Member.

The initial Managing Member, any one of whom has the authority individually and without the signature of the other Managing Member, to bind the company, shall be:

Paul J. Manafort

Any vacancy in the office of the Manager shall be filled by vote of the Majority of Class A Members.

2. Term of Managing Member(s).

Each Managing Member shall serve until the earliest of:

- (a) The Withdrawal of such Managing Member;
- (b) The Resignation of such Managing Member;
- (c) Removal of the Managing Member as provided for by this Agreement; or
- (d) The election and qualification of the Managing Member's successor by a Majority of the Class A Members.

3. Authority of Members to Bind the Company.

Only the Managing Member and agents of the Company authorized by the Managing Member shall have the authority to bind the Company. No Member who is not either a Managing Member or otherwise specifically authorized by a Managing Member in writing to act as an agent shall take any action to bind the Company, and each Member shall indemnify the Company for any costs or damages incurred by the Company as a result of the unauthorized action of such Member. Each Managing Member has the power, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company.

4. Agents of the Company

Unless stated otherwise herein, the Managing Member designates and authorizes Richard W. Gates as an authorized agent to act in all respects on behalf of the Company.

5. Third Party Reliance.

Notwithstanding the failure of the Managing Members to reach a consensus on any management matter, no person dealing with the Company shall have any obligation to inquire into the power or authority of any Managing Member acting on behalf of the Company when that act is for the purpose of apparently carrying on the usual business or affairs of the Company, including the exercise of the authority indicated herein.

6. Removal of Managing Member.

A Managing Member may be removed by the affirmative vote of a Majority of the Class A Members, for cause only. "For cause" means willful misconduct or fraud.

SECTION IV

CAPITAL CONTRIBUTIONS AND FINANCIAL OBLIGATIONS OF MEMBERS

1. Initial Capital Contributions.

The capital contributions of the Members are as set forth on Attachment A. Such capital may be used for any lawful purpose.

2. Additional Contributions.

The Managing Member may arrange for the provision of such additional funds as are deemed necessary to conduct the Company's business. Such additional funds may be raised by loan to the Company from an outside source or by a loan or capital contribution to the Company by one or more Members.

3. No Interest On Contributions.

No Member shall be entitled to interest on his capital contribution.

4. Return of Capital Contributions.

No Member shall be entitled to withdraw any part of his capital contribution or capital account or to receive any distribution from the Company, except as specifically provided for in this Agreement. Except as otherwise provided herein there shall be no obligation to return to any Member or withdrawn Member any part of such Member's Capital contributions to the Company for so long as the Company remains in existence. If the Company is continued by unanimous consent of the remaining Members following the death, disability or withdrawal of a Member, the former Member shall continue to receive the share of the distributions and return of capital at such time and in such manner as such party would have received the distributions had such former party remained a member of the Company.

5. Loans Not to be Treated as Capital Contributions.

Loans or advances by any Member to the Company shall not be considered capital contributions and shall not increase the capital account balance of the lending or advancing Member.

6. Limited Liability.

Except as otherwise provided in this Agreement, no Member shall be required under any circumstances to contribute or lend money or property to the Company.

7. Guaranty of Company Indebtedness.

A Member shall not be obligated to guarantee the Company indebtedness or other contractual obligations unless he agrees to do so.

8. No Third Party Beneficiaries.

The provisions of this Agreement relating to the financial obligations of Members are not intended for the benefit of any creditor or other person to whom any debts, liabilities or obligations are owed by or who otherwise have any claim against the Company or any of the Members, and, except for Members, no creditor or other person shall obtain any right under any such provisions or shall by reason of any such provisions make any claim with respect to any debt, liability or obligation (or otherwise) against the Company or any of its Members.

SECTION V

DISTRIBUTION OF CASH AND PROPERTY

1. Distribution of Net Cash Flow.

The term "net cash flow" for a fiscal year shall mean:

All cash receipts as shown on the books of the Company (excluding, however, capital contributions from members, net proceeds to the Company from the sale or the disposition of substantially all of the assets, condemnation process, and excess title, property, casualty, or liability insurance proceeds, if any, for the restoration or repair of the Company assets), reduced by cash disbursements for Company purposes including interest and principal upon loans, and cash reserves set aside by the Managing Members which the Managing Members deem necessary in their discretion to accomplish the Company's business purpose, plus any other funds, including the amounts previously set aside as reserves for distribution as net cash flow.

2. Priority of Distribution.

The net cash flow of the Company for a fiscal year shall be paid out to the Members pro rata in accordance with their respective Membership Interests at such time as the Managing Member(s) determines.

3. Distribution of the Proceeds of Dissolution.

If the Company dissolves, the net proceeds of dissolution, including any accompanying sale of Company assets, shall be distributed in the following order of priority:

First, toward the satisfaction of all outstanding debts and other obligations of the Company, including Members, who are creditors, then pro rata among those members with a positive capital account balance, after adjustments for the above distributions, and tax allocations for the current fiscal year, in proportion to their respective capital accounts.

SECTION VI FEDERAL AND STATE TAX MATTERS

1. Maintenance of Members' Capital Accounts.

With respect to each Member a separate "Capital Account" for such Member shall be established and maintained throughout the full term of the Company in accordance with applicable Treasury Regulations that must be complied with in order for the allocations of taxable profits and losses provided in this Agreement to have economic effect under applicable Treasury Regulations.

2. Allocations of Profits and Losses of the Company.

The Company=s net income or loss for a fiscal year computed in accordance with applicable federal income tax accounting principles shall be allocated among the Members in accordance with their respective Membership Interests.

3. Special Tax Allocation.

Notwithstanding anything to the contrary contained in this Agreement, the Company shall comply with IRS Section 704 and Treasury Regulation section 1.704 with respect to all applicable tax allocations.

4. Tax Year and Accounting Matters.

The taxable year of the Company shall be the calendar year. The Company shall adopt such methods of accounting and file its tax returns using the methods of accounting determined upon the advice of the accountant servicing the books and records of the Company.

5. Tax Elections.

The Company may make or revoke all tax elections provided for under the Internal Revenue Code upon a decision by the Manager(s) on the advice of the accountant servicing the books and records of the Company.

SECTION VII TERM AND TERMINATION OF THE COMPANY

1. Term of the Company.

The term of the Company commenced upon the filing of the Certificate of Formation with the Delaware Secretary of State and shall continue in perpetuity, unless sooner dissolved and terminated as provided in this Agreement.

2. Events of Termination.

The Company shall be dissolved upon the occurrence of any of the following events:

- (a) The determination in writing of the Managing Members to dissolve and terminate the Company;
- (b) The sale, transfer or assignment of all or substantially all of the assets of the Company;
- (c) The adjudication of the Company as insolvent or the filing of an involuntary petition in bankruptcy, or reorganization, against the Company which is not dismissed within 90 days, or the appointment for the company of a temporary or permanent receiver, trustee, custodian and such receiver, trustee or custodian is not dismissed within 90 days;
- (d) Entry of a decree of dissolution;
- (e) The death, retirement, dissolution, termination, resignation, insanity, insolvency of a Member, unless within 6 months of such event the Class A Members by a majority agree to continue the company and, if the death is that of a Managing Member, select a new Managing Member, in which event the Company shall not be dissolved and the Company business shall be continued.
- (f) When so determined in accordance with other specific provisions of this Agreement;
- (g) As otherwise required by applicable law.

3. Conclusion of Affairs.

In the event of a dissolution of the Company for any reason, the Members shall proceed promptly to wind up the affairs and liquidate the Company. Except as otherwise provided in the Agreement, the Members shall continue to share in the distributions and the tax allocations during the period of liquidation in the same manner as before the dissolution. After paying or providing for the payment of all debts and liabilities of the Company and all expenses of liquidation, the proceeds of liquidation shall be distributed to or for the benefit of Members in accordance with this Agreement.

4. Liquidating Distributions.

After paying for or providing for the payment of all debts or liabilities of the Company and all the expenses of liquidation, and subject to the setting up of reserves the majority of Class A Members deem necessary for any contingent or unforeseen liabilities or obligations of the Company, the proceeds of the liquidation and any other assets of the Company shall be distributed of the benefit of the Members in accordance with this Agreement.

5. Termination.

Within a reasonable time following the completion of the liquidation of the Company, the Company shall terminate and any Member shall have the authority to execute and file with any appropriate state authority a Certificate of Cancellation of the Company or any similar documentation required by such authority.

SECTION VIII

ADMISSION AND WITHDRAWAL OF MEMBERS

1. Admission.

No Member shall be added without unanimous written consent of the Managing Members.

2. Expulsion.

Any Member may be expelled from the Company by action of the Class A Members holding a majority of the outstanding Membership Interests entitled to be voted, upon a default of such Member of any of his obligations hereunder, if such default continues for a period of 30 days after notice thereof is given to him by the Company.

3. Withdrawal.

No Member shall have the right to voluntarily resign or otherwise withdraw from the Company without the unanimous written consent of the Managing Member.

Notwithstanding the consent to withdraw, no member shall be entitled to receive any compensation or distribution with respect to the withdrawal, except as otherwise provided herein.

4. Effect of Withdrawal or Expulsion.

On and as of the effective date of withdrawal or expulsion from the Company under the provisions of this Agreement, such former Member shall cease to have any Membership Interest, or other rights, status or privileges of a Member, but such former Member shall not be released or discharged from any of the obligations of a Member under the provisions of this Agreement, unless provided in the written consent of Members holding all of the outstanding Class A Membership Interests entitled to be voted.

5. Purchase of Membership Interests Upon Expulsion, Withdrawal or Death of Member.

Upon the Expulsion, Withdrawal or Death of a Member, that Member=s Membership Interest shall be purchased by the Company for a purchase price equal to the Fair Market Value of the Member=s Interest. The Fair Market Value shall be determined by agreement between the Member (or his Personal Representative) and the Company, which agreement is subject to unanimous approval of the remaining Class A Members of the Company. If an agreement with respect to Fair Market Value cannot be reached within 60 days of the death, withdrawal or expulsion, the Fair Market Value shall be determined by appraisal. The Class A Members and the Member (or his personal representative) shall choose an appraiser and the two appraisers shall choose a third appraiser. The decision of the Majority of the appraisers as to the fair market value of the Membership Interests shall be final and binding. Each party shall pay for its/his appraiser and the third appraiser fee shall be shared by the both parties.

SECTION IX ADMINISTRATIVE PROVISIONS

1. Books, Records, Accounts.

The Manager(s) shall cause faithful books and records to be kept using standard accounting procedures when applicable. The books and records shall be kept in the Company's principal office. Only the Manager(s) shall be signatory on the bank accounts of the Company.

2. Notice.

Unless otherwise provided herein, any offer, acceptance, election, approval, consent, certification, request, waiver, notice or other communication required or permitted to be given hereunder (collectively "a notice") shall be given by enclosing same in an envelope addressed to the Member to whom the Notice is to be given and deposited in the US Mail postage prepaid to the Member at such address listed in Attachment A, or at such other address as requested by the Member.

SECTION X ARBITRATION

Any matter that arises involving the performance or interpretation of this Operating Agreement that the Members are unable to settle by mutual agreement, or arises as the result of an unsuccessful mediation as required in the case of a management dispute between the Managing Members, shall be settled by a panel of three Arbitrators. One Arbitrator shall be appointed by each managing Member and the third Arbitrator shall be appointed by the two appointed Arbitrators. The arbitration proceeding shall be conducted in accordance with the prevailing Commercial Arbitration Rules and Regulations of the American Arbitration Association. The decision of a majority of said Arbitrators shall be final and binding on all parties to this Agreement. The decision so rendered may be entered in any court having jurisdiction. The Arbitrators shall not have authority to award punitive or other non---compensatory damages to any party. Each party shall bear its own costs and expenses of the arbitration; the costs and expenses of the arbitrators and the administrative costs of the arbitration will be equally shared by the parties.

SECTION IX MISCELLANEOUS PROVISIONS

1. Amendment.

This Agreement, including any Attachments attached hereto, represent the entire Agreement of the Members with respect to the matters covered herein. Except as provided by law or otherwise provided herein, this Agreement shall only be amended by unanimous written consent of the Class A Members.

2. Interpretation.

Whenever the context may require, any noun or pronoun used herein shall include the corresponding masculine, feminine or neuter forms. The singular form of nouns, pronouns and verbs shall include the plural, and vice versa.

3. Severability.

Each provision of this Agreement shall be considered severable. If for any reason any provision or provisions hereof are determined to be invalid or contrary to existing or future law, such invalidity shall not impair the operation or affect those portions of this Agreement which are valid, and the Agreement shall remain in full force and effect and shall be construed and enforced in all respects as if such invalid or unenforceable provision or provisions had been eliminated.

4. Further Assurances.

Each Member hereby agrees that he shall hereafter execute and deliver such further instruments, provide all information, and take or forebear from taking such further actions and things as may be reasonably required or useful to carry out the intent and purpose of this Agreement and as are not inconsistent with the terms hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date above written.

MEMBERS:

Class A Members:

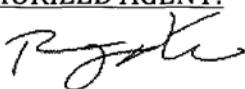
Paul J. Manafort



BY: _____

Paul J. Manafort, its Managing Member

AUTHORIZED AGENT:



BY: _____

Richard W. Gates

ATTACHMENT A

Member Name/ Class/Contribution Address	Membership Interest	Initial Capital Contribution (Cash)	Initial Capital (In Kind)
---	------------------------	--	------------------------------

Class A Member(s):

Paul J. Manafort

50%

[Redacted]

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50%

[Redacted]

TOTALS

100%

2017 JUN 27 PM 4:52
OPERATING AGREEMENT OF DMP INTERNATIONAL, LLC

This Operating Agreement ("Agreement") of DMP International, LLC (DMPI), a Delaware Limited Liability Company, is effective as of the 1st day of September 2011 ("Effective Date") between the Members.

WITNESSETH

The Members wish to establish this Operating Agreement for the governance of the Company.

NOW THEREFORE in consideration of the foregoing, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all of the Members of the Company hereby acknowledge and agree to the following:

**SECTION I
FORMATION AND PURPOSE**

The Company was formed pursuant to the Delaware Limited Liability Company Act, as may be amended from time to time (the "Act").

Each Member confirms and agrees to its status as Member, its Membership Class, and subscribes to the acquisition of a Membership Interest upon the terms and conditions set forth in this Agreement.

Each Member hereby executes and adopts this Agreement as the Operating Agreement of the Company, pursuant to the Act. The Members and the Company hereby agree that the duties and obligations imposed on the Members of the Company shall be those set forth in this Agreement, which is intended to govern the relationship among the Company and the Members, notwithstanding any provision of the Act or common law to the contrary.

1. Name.

The name of the Company is DMPI. All Company business must be conducted in the name of the Company. Title to all assets of the Company shall be held in the name of the Company.

2. Principal Office.

The principal office of the Company shall be [redacted]

b6
b7C

3. Governing Law.

This Agreement and all issues regarding the rights and obligations of the Members, the construction, enforcement and interpretation hereof, and the formation, administration and termination of the Company shall be governed by the provisions of the Act and other applicable laws of the State of Delaware, without reference to conflict of laws principles.

4. Purposes.

The Company has been formed for the purpose of transacting any and all lawful business for which limited liability companies may be organized under the Act.

5. Registered Agent and Office.

The registered agent for the service of process and the registered office shall be that person and that office location reflected in the Articles of Organization as filed with the Delaware Secretary of State. The Managing Member(s), may, from time to time, change the registered agent or office through appropriate state filings. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Managing Member(s) shall promptly designate a replacement registered agent or file a notice of change of address as the case may be.

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Paul J. Manafort

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Members holding more than fifty percent of the outstanding Class A Membership Interests, vote for, consent to or approve, such action.

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Except as otherwise provided herein, any Member may engage in or possess any interest in other businesses of any nature and description, independently or with others and neither the Company nor any Member shall have any rights in or to any such independent venture or the income or profits derived therefrom, provided, however, that no Member shall engage in any independent venture or opportunity which competes with the business of the Company unless he has first presented such opportunity to the Company and a majority of the Class A Members have voted to decline such business opportunity on behalf of the Company.

7. Right to Transfer Membership Interest.

No Class A Member shall have the right to transfer, hypothecate, mortgage, sell, exchange, assign or otherwise dispose of or grant an interest in (collectively "transfer") all or part of his Membership Interest to a third party or parties, including the Member's interest in any part of the Company's assets, receivables, records, documents records, files or clientele, all such rights and interests of such Member being personal to him and not transferable and not assignable. Nothing herein shall prevent a Class A from selling back to the Company all or a portion of its Membership Interest under the terms of an option contained in a written Agreement with the Company.

Notwithstanding the foregoing, each Member agrees not to transfer all or any part of a Membership Interest (or take or omit any action, filing election or other action which could result in a deemed transfer) if such transfer (either considered alone or in the aggregate with prior transfers by other Members) would result in the termination of the Company for Federal Income tax purposes. Such transfer is void ab initio.

8. Liability of Members.

No Member shall be liable as such for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on any of the Members.

9. Indemnification.

The Company shall indemnify the Members for all costs, losses, liabilities and damages paid or accrued by such Member in connection with the business of the Company for acts or omissions which do not violate the standard of care set forth immediately below.

10. Members' Standard of Care.

Each Member's duty of care in the discharge of the Member=s duties to the Company and the other Members, including the duty of the Managing Member(s), is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law. Members shall be fully protected in relying in good faith upon the records of the Company and upon such opinions reports or statements made by other Members or other person as to matters the Member reasonably believes to be in that person=s professional or expert competence.

11. Miscellaneous Member Obligations.

It shall be the duty of each Member to act at all times consistently with and in compliance with all and each of the provisions of this Agreement and with all policies, rules, and decisions of the Company adopted in accordance with the provisions of this Agreement.

SECTION III
MANAGEMENT BY MANAGING MEMBER

1. Managing Member(s).

There shall be one Managing Member (also referred to herein as "Manager"). Only a Class A Member may be a Managing Member. All decisions concerning the business affairs of the Company shall be made by the Managing Member.

The initial Managing Member, any one of whom has the authority individually and without the signature of the other Managing Member, to bind the company, shall be:

Paul J. Manafort

Any vacancy in the office of the Manager shall be filled by vote of the Majority of Class A Members.

2. Term of Managing Member(s).

Each Managing Member shall serve until the earliest of:

- (a) The Withdrawal of such Managing Member;
- (b) The Resignation of such Managing Member;
- (c) Removal of the Managing Member as provided for by this Agreement; or
- (d) The election and qualification of the Managing Member's successor by a Majority of the Class A Members.

3. Authority of Members to Bind the Company.

Only the Managing Member and agents of the Company authorized by the Managing Member shall have the authority to bind the Company. No Member who is not either a Managing Member or otherwise specifically authorized by a Managing Member in writing to act as an agent shall take any action to bind the Company, and each Member shall indemnify the Company for any costs or damages incurred by the Company as a result of the unauthorized action of such Member. Each Managing Member has the power, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company.

4. Agents of the Company

Unless stated otherwise herein, the Managing Member designates and authorizes Richard W. Gates as an authorized agent to act in all respects on behalf of the Company.

5. Third Party Reliance.

Notwithstanding the failure of the Managing Members to reach a consensus on any management matter, no person dealing with the Company shall have any obligation to inquire into the power or authority of any Managing Member acting on behalf of the Company when that act is for the purpose of apparently carrying on the usual business or affairs of the Company, including the exercise of the authority indicated herein.

6. Removal of Managing Member.

A Managing Member may be removed by the affirmative vote of a Majority of the Class A Members, for cause only. "For cause" means willful misconduct or fraud.

SECTION IV
CAPITAL CONTRIBUTIONS AND FINANCIAL OBLIGATIONS OF MEMBERS

1. Initial Capital Contributions.

The capital contributions of the Members are as set forth on Attachment A. Such capital may be used for any lawful purpose.

2. Additional Contributions.

The Managing Member may arrange for the provision of such additional funds as are deemed necessary to conduct the Company's business. Such additional funds may be raised by loan to the Company from an outside source or by a loan or capital contribution to the Company by one or more Members.

3. No Interest On Contributions.

No Member shall be entitled to interest on his capital contribution.

4. Return of Capital Contributions.

No Member shall be entitled to withdraw any part of his capital contribution or capital account or to receive any distribution from the Company, except as specifically provided for in this Agreement. Except as otherwise provided herein there shall be no obligation to return to any Member or withdrawn Member any part of such Member's Capital contributions to the Company for so long as the Company remains in existence. If the Company is continued by unanimous consent of the remaining Members following the death, disability or withdrawal of a Member, the former Member shall continue to receive the share of the distributions and return of capital at such time and in such manner as such party would have received the distributions had such former party remained a member of the Company.

5. Loans Not to be Treated as Capital Contributions.

Loans or advances by any Member to the Company shall not be considered capital contributions and shall not increase the capital account balance of the lending or advancing Member.

6. Limited Liability.

Except as otherwise provided in this Agreement, no Member shall be required under any circumstances to contribute or lend money or property to the Company.

7. Guaranty of Company Indebtedness.

A Member shall not be obligated to guarantee the Company indebtedness or other contractual obligations unless he agrees to do so.

8. No Third Party Beneficiaries.

The provisions of this Agreement relating to the financial obligations of Members are not intended for the benefit of any creditor or other person to whom any debts, liabilities or obligations are owed by or who otherwise have any claim against the Company or any of the Members, and, except for Members, no creditor or other person shall obtain any right under any such provisions or shall by reason of any such provisions make any claim with respect to any debt, liability or obligation (or otherwise) against the Company or any of its Members.

SECTION V
DISTRIBUTION OF CASH AND PROPERTY

1. Distribution of Net Cash Flow.

The term "net cash flow" for a fiscal year shall mean:

All cash receipts as shown on the books of the Company (excluding, however, capital contributions from members, net proceeds to the Company from the sale or the disposition of substantially all of the assets, condemnation process, and excess title, property, casualty, or liability insurance proceeds, if any, for the restoration or repair of the Company assets), reduced by cash disbursements for Company purposes including interest and principal upon loans, and cash reserves set aside by the Managing Members which the Managing Members deem necessary in their discretion to accomplish the Company's business purpose, plus any other funds, including the amounts previously set aside as reserves for distribution as net cash flow.

2. Priority of Distribution.

The net cash flow of the Company for a fiscal year shall be paid out to the Members pro rata in accordance with their respective Membership Interests at such time as the Managing Member(s) determines.

3. Distribution of the Proceeds of Dissolution.

If the Company dissolves, the net proceeds of dissolution, including any accompanying sale of Company assets, shall be distributed in the following order of priority:

First, toward the satisfaction of all outstanding debts and other obligations of the Company, including Members, who are creditors, then pro rata among those members with a positive capital account balance, after adjustments for the above distributions, and tax allocations for the current fiscal year, in proportion to their respective capital accounts.

SECTION VI FEDERAL AND STATE TAX MATTERS

1. Maintenance of Members' Capital Accounts.

With respect to each Member a separate "Capital Account" for such Member shall be established and maintained throughout the full term of the Company in accordance with applicable Treasury Regulations that must be complied with in order for the allocations of taxable profits and losses provided in this Agreement to have an economic effect@ under applicable Treasury Regulations.

2. Allocations of Profits and Losses of the Company.

The Company's net income or loss for a fiscal year computed in accordance with applicable federal income tax accounting principles shall be allocated among the Members in accordance with their respective Membership Interests.

3. Special Tax Allocation.

Notwithstanding anything to the contrary contained in this Agreement, the Company shall comply with IRS Section 704 and Treasury Regulation section 1.704 with respect to all applicable tax allocations.

4. Tax Year and Accounting Matters.

The taxable year of the Company shall be the calendar year. The Company shall adopt such methods of accounting and file its tax returns using the methods of accounting determined upon the advice of the accountant servicing the books and records of the Company.

5. Tax Elections.

The Company may make or revoke all tax elections provided for under the Internal Revenue Code upon a decision by the Manager(s) on the advice of the accountant servicing the books and records of the Company.

SECTION VII TERM AND TERMINATION OF THE COMPANY

1. Term of the Company.

The term of the Company commenced upon the filing of the Certificate of Formation with the Delaware Secretary of State and shall continue in perpetuity, unless sooner dissolved and terminated as provided in this Agreement.

2. Events of Termination.

The Company shall be dissolved upon the occurrence of any of the following events:

- (a) The determination in writing of the Managing Members to dissolve and terminate the Company;
- (b) The sale, transfer or assignment of all or substantially all of the assets of the Company;
- (c) The adjudication of the Company as insolvent or the filing of an involuntary petition in bankruptcy, or reorganization, against the Company which is not dismissed within 90 days, or the appointment for the company of a temporary or permanent receiver, trustee, custodian and such receiver, trustee or custodian is not dismissed within 90 days;
- (d) Entry of a decree of dissolution;
- (e) The death, retirement, dissolution, termination, resignation, insanity, insolvency of a Member, unless within 6 months of such event the Class A Members by a majority agree to continue the company and, if the death is that of a Managing Member, select a new Managing Member, in which event the Company shall not be dissolved and the Company business shall be continued.
- (f) When so determined in accordance with other specific provisions of this Agreement;
- (g) As otherwise required by applicable law.

3. Conclusion of Affairs.

In the event of a dissolution of the Company for any reason, the Members shall proceed promptly to wind up the affairs and liquidate the Company. Except as otherwise provided in the Agreement, the Members shall continue to share in the distributions and the tax allocations during the period of liquidation in the same manner as before the dissolution. After paying or providing for the payment of all debts and liabilities of the Company and all expenses of liquidation, the proceeds of liquidation shall be distributed to or for the benefit of Members in accordance with this Agreement.

4. Liquidating Distributions.

After paying for or providing for the payment of all debts or liabilities of the Company and all the expenses of liquidation, and subject to the setting up of reserves the majority of Class A Members deem necessary for any contingent or unforeseen liabilities or obligations of the Company, the proceeds of the liquidation and any other assets of the Company shall be distributed of the benefit of the Members in accordance with this Agreement.

5. Termination.

Within a reasonable time following the completion of the liquidation of the Company, the Company shall terminate and any Member shall have the authority to execute and file with any appropriate state authority a Certificate of Cancellation of the Company or any similar documentation required by such authority.

SECTION VIII
ADMISSION AND WITHDRAWAL OF MEMBERS

1. Admission.

No Member shall be added without unanimous written consent of the Managing Members.

2. Expulsion.

Any Member may be expelled from the Company by action of the Class A Members holding a majority of the outstanding Membership Interests entitled to be voted, upon a default of such Member of any of his obligations hereunder, if such default continues for a period of 30 days after notice thereof is given to him by the Company.

3. Withdrawal.

No Member shall have the right to voluntarily resign or otherwise withdraw from the Company without the unanimous written consent of the Managing Member.

Notwithstanding the consent to withdraw, no member shall be entitled to receive any compensation or distribution with respect to the withdrawal, except as otherwise provided herein.

4. Effect of Withdrawal or Expulsion.

On and as of the effective date of withdrawal or expulsion from the Company under the provisions of this Agreement, such former Member shall cease to have any Membership Interest, or other rights, status or privileges of a Member, but such former Member shall not be released or discharged from any of the obligations of a Member under the provisions of this Agreement, unless provided in the written consent of Members holding all of the outstanding Class A Membership Interests entitled to be voted.

5. Purchase of Membership Interests Upon Expulsion, Withdrawal or Death of Member.

Upon the Expulsion, Withdrawal or Death of a Member, that Member=s Membership Interest shall be purchased by the Company for a purchase price equal to the Fair Market Value of the Member=s Interest. The Fair Market Value shall be determined by agreement between the Member (or his Personal Representative) and the Company, which agreement is subject to unanimous approval of the remaining Class A Members of the Company. If an agreement with respect to Fair Market Value cannot be reached within 60 days of the death, withdrawal or expulsion, the Fair Market Value shall be determined by appraisal. The Class A Members and the Member (or his personal representative) shall choose an appraiser and the two appraisers shall choose a third appraiser. The decision of the Majority of the appraisers as to the fair market value of the Membership Interests shall be final and binding. Each party shall pay for its/his appraiser and the third appraiser fee shall be shared by the both parties.

SECTION IX ADMINISTRATIVE PROVISIONS

1. Books, Records, Accounts.

The Manager(s) shall cause faithful books and records to be kept using standard accounting procedures when applicable. The books and records shall be kept in the Company's principal office. Only the Manager(s) shall be signatory on the bank accounts of the Company.

2. Notice.

Unless otherwise provided herein, any offer, acceptance, election, approval consent, certification, request, waiver, notice or other communication required or permitted to be given hereunder (collectively Anotice") shall be given by enclosing same in an envelope addressed to the Member to whom the Notice is to be given and deposited in the US Mail postage prepaid to the Member at such address listed in Attachment A, or at such other address as requested by the Member.

SECTION X ARBITRATION

Any matter that arises involving the performance or interpretation of this Operating Agreement that the Members are unable to settle by mutual agreement, or arises as the result of an unsuccessful mediation as required in the case of a management dispute between the Managing Members, shall be settled by a panel of three Arbitrators. One Arbitrator shall be appointed by each managing Member and the third Arbitrator shall be appointed by the two appointed Arbitrators. The arbitration proceeding shall be conducted in accordance with the prevailing Commercial Arbitration Rules and Regulations of the American Arbitration Association. The decision of a majority of said Arbitrators shall be final and binding on all parties to this Agreement. The decision so rendered may be entered in any court having jurisdiction. The Arbitrators shall not have authority to award punitive or other non-compensatory damages to any party. Each party shall bear its own costs and expenses of the arbitration; the costs and expenses of the arbitrators and the administrative costs of the arbitration will be equally shared by the parties.

SECTION IX MISCELLANEOUS PROVISIONS

1. Amendment.

This Agreement, including any Attachments attached hereto, represent the entire Agreement of the Members with respect to the matters covered herein. Except as provided by law or otherwise provided herein, this Agreement shall only be amended by unanimous written consent of the Class A Members.

2. Interpretation.

Whenever the context may require, any noun or pronoun used herein shall include the corresponding masculine, feminine or neuter forms. The singular form of nouns, pronouns and verbs shall include the plural, and vice versa.

3. Severability.

Each provision of this Agreement shall be considered severable. If for any reason any provision or provisions hereof are determined to be invalid or contrary to existing or future law, such invalidity shall not impair the operation or affect those portions of this Agreement which are valid, and the Agreement shall remain in full force and effect and shall be construed and enforced in all respects as if such invalid or unenforceable provision or provisions had been eliminated.

4. Further Assurances.

Each Member hereby agrees that he shall hereafter execute and deliver such further instruments, provide all information, and take or forebear from taking such further actions and things as may be reasonably required or useful to carry out the intent and purpose of this Agreement and as are not inconsistent with the terms hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date above written.

MEMBERS:

Class A Members:

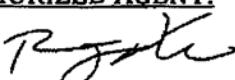
Paul J. Manafort



BY: _____

Paul J. Manafort, its Managing Member

AUTHORIZED AGENT:



BY: _____

Richard W. Gates

ATTACHMENT A

Member Name/ Class/Contribution Address	Membership Interest	Initial Capital Contribution (Cash)	Initial Capital (In Kind)
---	------------------------	--	------------------------------

Class A Member(s):
Paul J. Manafort



TOTALS 100%

b6
b7C

**FEDERAL BUREAU OF INVESTIGATION
ADVICE OF RIGHTS****LOCATION**

Place: Office of the Special Counsel, Washington, D.C. Date: 09/13/2018 Time: 10:50

YOUR RIGHTS

Before we ask you any questions, you must understand your rights.

You have the right to remain silent.

Anything you say can be used against you in court.

You have the right to talk to a lawyer for advice before we ask you any questions.

You have the right to have a lawyer with you during the questioning.

If you cannot afford a lawyer, one will be appointed for you before any questioning if you wish.

If you decide to answer questions now without a lawyer present, you have the right to stop answering at any time.

CONSENT

I have read this statement of my rights and I understand what my rights are. At this time, I am willing to answer questions without a lawyer present.

Signed Carl J. Maltz 9-13-18

WITNESS

Witness:

Witness:

Time: 10:50 9/13/18

b6
b7C



U.S. Department of Justice

The Special Counsel's Office

Washington, D.C. 20530

Kevin M. Downing, Esq.
Law Office of Kevin M. Downing
601 New Jersey Avenue NW
Suite 620
Washington, DC 20001

Thomas E. Zehnle, Esq.
Law Office of Thomas E. Zehnle
601 New Jersey Avenue NW
Suite 620
Washington, DC 20001

Richard W. Westling, Esq
Epstein Becker Green
1227 25th Street NW
Suite 700
Washington, DC 20037

Re: Paul J. Manafort, Jr.

Dear Counsel:

[REDACTED]

b6 per DOJ/OIP
b7C per DOJ/OIP

With respect to the meeting between the government, Client and yourself on September 11, 2018 (hereinafter "the meeting"), the government will be represented by individuals from the Office of the Special Counsel and the Federal Bureau of Investigation. The terms of this letter do not bind any office or component of the U.S. Department of Justice other than those identified in the preceding sentence. The following terms and conditions apply to the meeting:

(1) THIS IS NOT A COOPERATION AGREEMENT. [REDACTED]

b6 per DOJ/OIP
b7C per DOJ/OIP

[REDACTED] the government does not agree to make any motion on Client's behalf or to enter into a cooperation agreement, plea agreement,

immunity agreement or non- prosecution agreement with Client. The government makes no representation about the likelihood that any such agreement will be reached in connection with this meeting.

(2) Should Client be prosecuted, no statements made by Client during the meeting will be used against Client in the government's case-in-chief at trial or for purposes of sentencing, except as provided below.

(3) The government may use any statement made or information provided by Client, or on Client's behalf, in a prosecution for false statements, perjury, or obstruction of justice, premised on statements or actions during the meeting. The government may also use any such statement or information at sentencing in support of an argument that Client failed to provide truthful or complete information during the meeting, and, accordingly: (a) that under the United States Sentencing Guidelines, Client is not entitled to a downward adjustment for acceptance of responsibility pursuant to Section 3E1.1, or should receive an upward adjustment for obstruction of justice pursuant to Section 3C1.1; and (b) that Client's conduct at the meeting is a relevant factor under 18 U.S.C. § 3553(a).

(4) The government may make derivative use of any statements made or other information provided by Client during the meeting. Therefore, the government may pursue any investigative leads obtained directly or indirectly from such statements and information and may use the evidence or information subsequently obtained therefrom against Client in any manner and in any proceeding.

(5) In any proceeding, including sentencing, the government may use Client's statements and any information provided by Client during or in connection with the meeting to cross-examine Client, to rebut any evidence or arguments offered on Client's behalf, or to address any issues or questions raised by a court on its own initiative.

(6) Neither this agreement nor the meeting constitutes a plea discussion or an attempt to initiate plea discussions. In the event this agreement or the meeting is later construed to constitute a plea discussion or an attempt to initiate plea discussions, Client knowingly and voluntarily waives any right Client might have under Fed. R. Evid. 410, Fed. R. Crim. P. 11(f), or otherwise, to prohibit the use against Client of statements made or information provided during the meeting.

(7) The government reserves the right to argue that neither this agreement nor the meeting constitutes the timely provision of complete information to the government concerning Client's involvement in an offense, within the meaning of Section 3E1.1(b) of the Sentencing Guidelines.

(8) If and when required to do so by a court, the government may disclose to the Probation Office or the court any statements and information provided by Client during the meeting.

(9) The government may disclose the fact of the meeting or the information provided by Client during the meeting to the extent the government determines in its sole discretion that

disclosure would be in furtherance of its discharge of its duties and responsibilities or is otherwise required by law. Such disclosure includes disclosure to a local, state, federal, or foreign government office or agency, including but not limited to another prosecutor's office, if the recipient of the information agrees to abide by the relevant terms of this agreement.

(10) The terms and conditions set forth in this agreement extend, if applicable, to the continuation of the meeting on the dates that appear below.

(11) It is understood that this agreement is limited to the statements made by Client at the meeting and does not apply to any oral, written or recorded statements made by Client at any other time.

(12) This document embodies the entirety of the agreement between the government and Client to provide information and evidence. No other promises, agreements or understandings exist between Client and the government regarding Client's provision of information or evidence to the government.

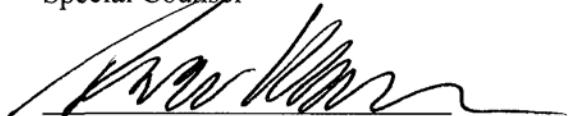
(13) Client and Client's attorney acknowledge that they have read, fully discussed and understand every paragraph and clause in this document and the consequences thereof.

Dated: 9-11-16

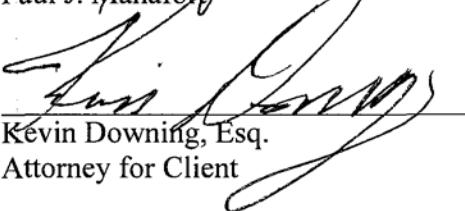
At: Washington DC

ROBERT S. MUELLER, III
Special Counsel

By:


Andrew Weissmann
Jeannie S. Rhee
Greg D. Andres
Senior Assistant Special Counsels
Office of the Special Counsel


Paul J. Manafort


Kevin Downing, Esq.
Attorney for Client

Dates of Continuation

9/12/18

9/13/18

Initials of counsel, Client and government attorney

JW MM KMO
JW MM KMO



U.S. Department of Justice

The Special Counsel's Office

Washington, D.C. 20530

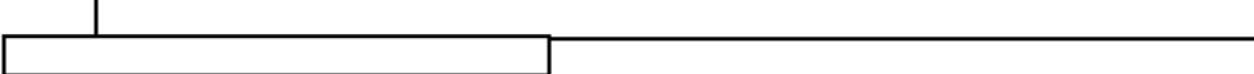
January 24, 2018



Re: Andrey Rozov

Dear Counsel:

b6 - per DOJ/OIP
b7C - per DOJ/OIP



With respect to the meeting between the government, Client and yourself on January 25, 2018 (hereinafter "the meeting"), the government will be represented by individuals from the Office of the Special Counsel and the Federal Bureau of Investigation. The terms of this letter do not bind any office or component of the U.S. Department of Justice other than those identified in the preceding sentence. The following terms and conditions apply to the meeting:

b6 - per DOJ/OIP
b7C - per DOJ/OIP

(1) THIS IS NOT A COOPERATION AGREEMENT.

[REDACTED] the government does not agree to make any motion on Client's behalf or to enter into a cooperation agreement, plea agreement, immunity agreement or non- prosecution agreement with Client. The government makes no representation about the likelihood that any such agreement will be reached in connection with this meeting.

(2) Should Client be prosecuted, no statements made by Client during the meeting will be used against Client in the government's case-in-chief at trial or for purposes of sentencing, except as provided below.

(3) The government may use any statement made or information provided by Client, or on Client's behalf, in a prosecution for false statements, perjury, or obstruction of justice, premised on statements or actions during the meeting. The government may also use any such statement or information at sentencing in support of an argument that Client failed to provide truthful or complete information during the meeting, and, accordingly: (a) that under the United States Sentencing Guidelines, Client is not entitled to a downward adjustment for acceptance of responsibility pursuant to Section 3E1.1, or should receive an upward adjustment for obstruction

b6
b7C

of justice pursuant to Section 3C1.1; and (b) that Client's conduct at the meeting is a relevant factor under 18 U.S.C. § 3553(a).

(4) The government may make derivative use of any statements made or other information provided by Client during the meeting. Therefore, the government may pursue any investigative leads obtained directly or indirectly from such statements and information and may use the evidence or information subsequently obtained therefrom against Client in any manner and in any proceeding.

(5) In any proceeding, including sentencing, the government may use Client's statements and any information provided by Client during or in connection with the meeting to cross-examine Client, to rebut any evidence or arguments offered on Client's behalf, or to address any issues or questions raised by a court on its own initiative.

(6) Neither this agreement nor the meeting constitutes a plea discussion or an attempt to initiate plea discussions. In the event this agreement or the meeting is later construed to constitute a plea discussion or an attempt to initiate plea discussions, Client knowingly and voluntarily waives any right Client might have under Fed. R. Evid. 410, Fed. R. Crim. P. 11(f), or otherwise, to prohibit the use against Client of statements made or information provided during the meeting.

(7) The government reserves the right to argue that neither this agreement nor the meeting constitutes the timely provision of complete information to the government concerning Client's involvement in an offense, within the meaning of Section 3E1.1(b) of the Sentencing Guidelines.

(8) If and when required to do so by a court, the government may disclose to the Probation Office or the court any statements and information provided by Client during the meeting.

(9) The government may disclose the fact of the meeting or the information provided by Client during the meeting to the extent the government determines in its sole discretion that disclosure would be in furtherance of its discharge of its duties and responsibilities or is otherwise required by law. Such disclosure includes disclosure to a local, state, federal, or foreign government office or agency, including but not limited to another prosecutor's office, if the recipient of the information agrees to abide by the relevant terms of this agreement.

(10) The terms and conditions set forth in this agreement extend, if applicable, to the continuation of the meeting on the dates that appear below.

(11) It is understood that this agreement is limited to the statements made by Client at the meeting and does not apply to any oral, written or recorded statements made by Client at any other time.

(12) This document embodies the entirety of the agreement between the government and Client to provide information and evidence. No other promises, agreements or understandings exist between Client and the government regarding Client's provision of information or evidence to the government.

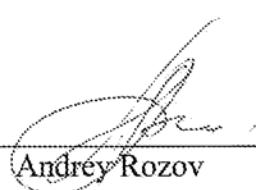
(13) Client and Client's attorney acknowledge that they have read, fully discussed and understand every paragraph and clause in this document and the consequences thereof.

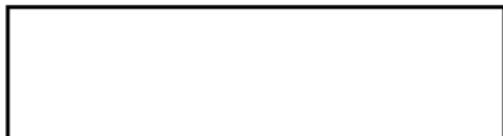
Dated: 1/25/2018

At: Washington, DC

ROBERT S. MUELLER, III
Special Counsel

By: L. Rush Atkinson
Assistant Special Counsel
The Special Counsel's Office


Andrey Rozov



b6
b7c

Dates of Continuation

Initials of counsel, Client and government attorney

Document ID: 0.74249.205002

From: rick gates [REDACTED]
[REDACTED]
To: [REDACTED]
Cc: [REDACTED]
Bcc: [REDACTED]
Subject: Re: 2015 P&L - IMPT
Date: Wed Mar 16 2016 11:56:53 EDT
Attachments:

b6
b7C

>> On Mar 16, 2016, at 7:47 AM, Rick Gates [REDACTED] wrote:

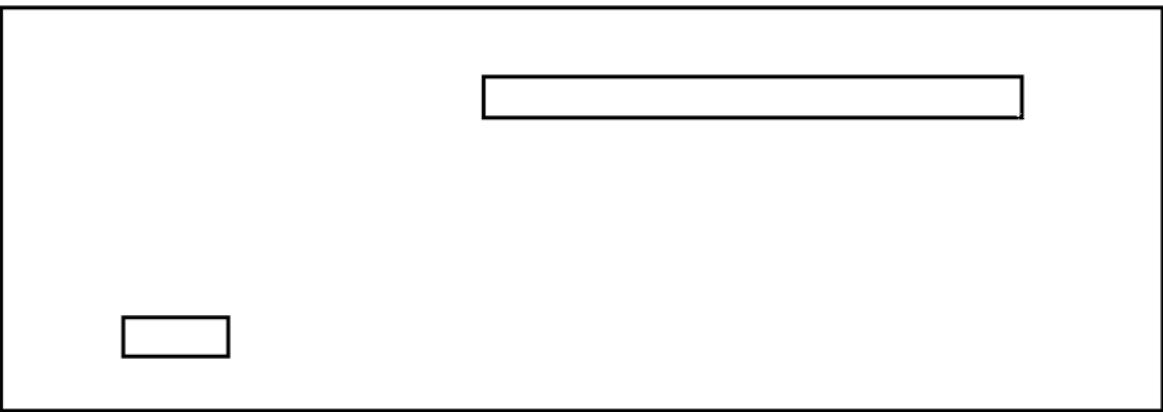
>>
>>

[REDACTED] We have \$2.6m in accrued revenue that he wants added to DMP
2015 income. Can you make the adjustments on your end and then just send me a new scanned
version. Thanks.

b6
b7C

>>
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

b6
b7C



b6
b7c

b6
b7c

>>>>>

>>>>> On Mar 16, 2016, at 7:18 AM, Rick Gates [redacted] wrote:

>>>>>

>>>>> Can you send me the Word Document version of the 2015 P&L for DMP Intl before 1100am EST? Paul wants me to add the accrual revenue which we have not received yet in order to send to Bank of California. I have the PDF version you sent but it is slanted and not completely clear. Thanks.

>>

Document ID: 0.7.3940.501884

From: rick gates [REDACTED]

To: [REDACTED]

Cc: paul Manafort [REDACTED]

Bcc:

Subject: Re: Manafort BTRs

Date: Wed Mar 16 2016 16:03:06 EDT

Attachments: 0.7.3801.23416-000001.pdf

b6
b7C

[REDACTED]
Please see the 2015 P&L attached. Thanks.

Rick

b6
b7C

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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b7C

Document ID: 0.7.3940.501884-000001

Owner: rick gates [redacted]

Filename: 0.7.3801.23416-000001.pdf

Last Modified: Wed Mar 16 16:03:06 EDT 2016

b6
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DMP INTERNATIONAL, LLC
SCHEDULE OF ASSETS AND LIABILITIES
(INCOME TAX BASIS)
DECEMBER 31, 2015

MEMBERS' CAPITAL

MEMBERS' CAPITAL ACCOUNT

CAPITAL ACCOUNT - PAUL MANAFORT (50%)
 MEMBER'S CAPITAL - PAUL MANAFORT
 MEMBER CONTRIBUTION - PAUL MANAFORT
 MEMBER DISTRIBUTION - PAUL MANAFORT
TOTAL CAPITAL ACCOUNT - PAUL MANAFORT (50%)

\$ [REDACTED] \$

b4
b6
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CAPITAL ACCOUNT - [REDACTED] (50%)
 MEMBER'S CAPITAL - [REDACTED]
 MEMBER CONTRIBUTION - [REDACTED]
 MEMBER DISTRIBUTION - [REDACTED]
TOTAL CAPITAL ACCOUNT - [REDACTED] (50)
TOTAL MEMBERS' CAPITAL ACCOUNT
TOTAL MEMBERS' CAPITAL

\$ [REDACTED]
\$ [REDACTED]
\$ [REDACTED]

FOR DISCUSSION PURPOSES ONLY, SUBJECT TO FINAL REVIEW
DRAFT

DMP INTERNATIONAL, LLC
SCHEDULE OF ASSETS AND LIABILITIES
(INCOME TAX BASIS)
DECEMBER 31, 2015

NOTES AND LOANS RECEIVABLE

NOTES AND LOANS RECEIVABLE

OTHER LOANS

TOTAL OTHER LOANS

\$ \$

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b7C

DUE FROM AFFILIATES

PAUL MANAFORT

MIRROR CUBE FILMS, LLC

TOTAL DUE FROM AFFILIATES

\$ \$
\$ \$

TOTAL NOTES AND LOANS RECEIVABLE

TOTAL NOTES AND LOANS RECEIVABLE

FOR DISCUSSION PURPOSES ONLY, SUBJECT TO FINAL REVIEW
DRAFT

DMP INTERNATIONAL, LLC
SCHEDULE OF ASSETS AND LIABILITIES
(INCOME TAX BASIS)
DECEMBER 31, 2015

PROPERTY AND EQUIPMENT

PROPERTY AND EQUIPMENT	
PROFESSIONAL EQUIPMENT	
PROFESSIONAL EQUIPMENT	
TOTAL PROPERTY AND EQUIPMENT	

\$ \$

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b6
b7c

FOR DISCUSSION PURPOSES ONLY, SUBJECT TO FINAL REVIEW
DRAFT

DMP INTERNATIONAL, LLC
SCHEDULE OF ASSETS AND LIABILITIES
(INCOME TAX BASIS)
DECEMBER 31, 2015

ACCUMULATED DEPRECIATION

ACCUMULATED DEPRECIATION
ACCUMULATED DEPRECIATION
A/D - PROFESSIONAL EQUIPMENT
TOTAL ACCUMULATED DEPRECIATION

\$ \$

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FOR DISCUSSION PURPOSES ONLY, SUBJECT TO FINAL REVIEW
DRAFT

DMP INTERNATIONAL, LLC
STATEMENT OF REVENUE AND EXPENSES
(INCOME TAX BASIS)
DECEMBER 31, 2015

	CURRENT MONTH	YEAR-TO-DATE 12/31/15
INCOME FROM OPERATIONS	\$ <input type="text"/>	\$ <input type="text"/>
OPERATING EXPENSES	<input type="text"/>	<input type="text"/>
INCOME (LOSS) FROM OPS	<input type="text"/>	<input type="text"/>
OTHER INCOME	<input type="text"/>	<input type="text"/>
FEDERAL INCOME TAXES	<input type="text"/>	<input type="text"/>
NET INCOME (LOSS)	\$ <input type="text"/>	\$ <input type="text"/>

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DMP INTERNATIONAL, LLC
SCHEDULE OF REVENUE AND EXPENSES
(INCOME TAX BASIS)
FOR THE 12 MONTHS ENDED DECEMBER 31, 2015

	CURRENT MONTH	YEAR-TO-DATE 12/31/15
OPERATING EXPENSES		
OPERATING EXPENSES		
ACCOUNTING	\$	\$
AUTO EXPENSES		
BANK FEES		
COMPUTER EXPENSES		
DUES		
MEALS AND ENTERTAINMENT		
ENTERTAINMENT - SPORTING EVENTS		
INSURANCE		
LEGAL FEES		
MEDICAL REIMBURSEMENT PLAN		
OFFICE SUPPLIES AND EXPENSES		
PENALTIES		
POSTAGE & PRIVATE DELIVERY		
PROFESSIONAL SERVICES		
PROFESSIONAL SERVICES - FOREIGN		
RENT		
SALARIES - OFFICE		
STORAGE EXPENSE		
TAXES - STATE FRANCHISE		
TAXES - PAYROLL		
TAXES - FOREIGN		
TELEPHONE		
TRADEPAPERS AND BOOKS		
TRAVEL EXPENSES		
UTILITIES		
TOTAL OPERATING EXPENSES	\$	\$

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FOR DISCUSSION PURPOSES ONLY, SUBJECT TO FINAL REVIEW
DRAFT

DMP INTERNATIONAL, LLC
SCHEDULE OF REVENUE AND EXPENSES
(INCOME TAX BASIS)
FOR THE 12 MONTHS ENDED DECEMBER 31, 2015

CURRENT MONTH	YEAR-TO-DATE 12/31/15
------------------	--------------------------

OTHER INCOME

INTEREST INCOME
SUNTRUST - MMKT ACCT #9258
TOTAL INTEREST INCOME
TOTAL OTHER INCOME

\$	
\$	
\$	
\$	

b4
b6
b7C

FOR DISCUSSION PURPOSES ONLY, SUBJECT TO FINAL REVIEW
DRAFT

Document ID: 0.7.3940.381942

From: stephen miller [REDACTED]
To: george papadopoulos [REDACTED]

Cc:
Bcc:
Subject: RE: Brief to Mr. Trump based on my fp trip
Date: Tue Jun 07 2016 14:17:18 EDT
Attachments: 0.7.103.13599-000001.png

Let's talk this weekend
[REDACTED]

Sent from my Sprint Samsung Galaxy S7.

----- Original message -----

From: George Papadopoulos [REDACTED]
Date: 6/7/16 2:15 PM (GMT-05:00)
To: Stephen Miller [REDACTED]
Cc: Hope Hicks [REDACTED]
Subject: Re: Brief to Mr. Trump based on my fp trip

Sounds good, what's a # to call you on and time?

On Tue, Jun 7, 2016 at 9:13 PM, Stephen Miller [REDACTED]
[REDACTED] wrote:

Yes, let's talk.

From: George Papadopoulos [REDACTED]
[REDACTED]

Sent: Tuesday, June 7, 2016 2:10:52 PM
To: Hope Hicks
Cc: Stephen Miller
Subject: Re: Brief to Mr. Trump based on my fp trip

Absolutely.

Stephen,

Are you free for a call on this? Or, would you like a bullet point summary of my briefings? [REDACTED]
[REDACTED] but free for the next couple hours.

On Tue, Jun 7, 2016 at 9:03 PM, Hope Hicks [REDACTED]
[REDACTED] wrote:

Can you work through Stephen on this?

[http://[REDACTED] net/files/djtpac/emailfooter1.png]<http://www.donaldjtrump.com/>

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b7C

b6
b7C

b6
b7C

HOPE HICKS
COMMUNICATIONS
Donald J. Trump for President, Inc.

W
C

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b7c

From: George Papadopoulos [REDACTED]

Sent: Tuesday, June 07, 2016 7:31 AM
To: Hope Hicks
Subject: Brief to Mr. Trump based on my fp trip

Hi Hope,

I read that Mr. Trump will issue a rebuttal to Clinton's fp speech. Over the last month, I have been hosted by the prime minister's office in Israel, met Egyptian, Greek and Cyprus officials to discuss NATO/Syrian Civil War/Russia/Energy changes. If Mr. Trump would like a brief on my trip please let me know and I can either send bullet points or a call, whatever is preferable.

(14)

Document ID: 0.7.3940.301019

From: george papadopoulos

To: stephen miller

Cc:

Bcc:

Subject: Re: Brief to Mr. Trump based on my fp trip

Date: Fri Jun 10 2016 11:02:31 EDT

Attachments: 0.7.1Q3.63776-000001.png

b6
b7C

Tried calling, couldn't get through, I'll be free for the next hour or I'll try tomorrow same time.

On Tuesday, June 7, 2016, Stephen Miller [REDACTED] wrote:

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> Let's talk this weekend

> [REDACTED]

>

>

> Sent from my Sprint Samsung Galaxy S7.

>

>

> ----- Original message -----

> From: George Papadopoulos [REDACTED]

> [REDACTED]

> Date: 6/7/16 2:15 PM (GMT-05:00)

> To: Stephen Miller [REDACTED]

> [REDACTED]

> Cc: Hope Hicks [REDACTED]

> [REDACTED]

> Subject: Re: Brief to Mr. Trump based on my fp trip

>

> Sounds good, what's a # to call you on and time?

>

> On Tue, Jun 7, 2016 at 9:13 FM, Stephen Miller [REDACTED]

> [REDACTED] wrote:

>

>> Yes, let's talk.

>> -----

>> *From:* George Papadopoulos [REDACTED]

>> [REDACTED]

>> *Sent:* Tuesday, June 7, 2016 2:10:52 PM

>> *To:* Hope Hicks

>> *Cc:* Stephen Miller

>> *Subject:* Re: Brief to Mr. Trump based on my fp trip

>>

>> Absolutely.

>>

>> Stephen,

b6
b7C

b6
b7C



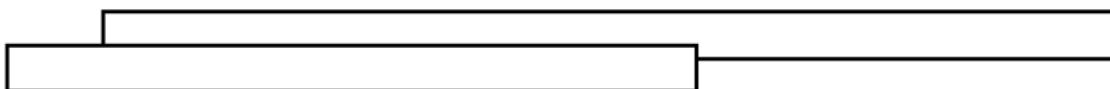
U.S. Department of Justice
The Special Counsel's Office
Washington, D.C. 20530

January 10, 2018



Re: Avraham Berkowitz

Dear Counsel:



b6 per DOJ/OIP
b7C per DOJ/OIP

With respect to the meeting between the government, Client and yourselves on January 12, 2018 (hereinafter "the meeting"), the government will be represented by individuals from the Special Counsel's Office and the Federal Bureau of Investigation. The terms of this letter do not bind any office or component of the U.S. Department of Justice other than those identified in the preceding sentence. The following terms and conditions apply to the meeting:

(1) THIS IS NOT A COOPERATION AGREEMENT.

b6 per DOJ/OIP
b7C per DOJ/OIP

[REDACTED] the government does not agree to make any motion on Client's behalf or to enter into a cooperation agreement, plea agreement, immunity agreement or non-prosecution agreement with Client. The government makes no representation about the likelihood that any such agreement will be reached in connection with this meeting.

(2) Should Client be prosecuted, no statements made by Client during the meeting will be used against Client in the government's case-in-chief at trial or for purposes of sentencing, except as provided below.

(3) The government may use any statement made or information provided by Client, or on Client's behalf, in a prosecution for false statements, perjury, or obstruction of justice, premised on statements or actions during the meeting. The government may also use any such statement or information at sentencing in support of an argument that Client failed to provide truthful or complete information during the meeting, and, accordingly: (a) that under the United States Sentencing Guidelines, Client is not entitled to a downward adjustment for acceptance of responsibility pursuant to Section 3E1.1, or should receive an upward adjustment for obstruction

of justice pursuant to Section 3C1.1; and (b) that Client's conduct at the meeting is a relevant factor under 18 U.S.C. § 3553(a).

(4) The government may make derivative use of any statements made or other information provided by Client during the meeting. Therefore, the government may pursue any investigative leads obtained directly or indirectly from such statements and information and may use the evidence or information subsequently obtained therefrom against Client in any manner and in any proceeding.

(5) In any proceeding, including sentencing, the government may use Client's statements and any information provided by Client during or in connection with the meeting to cross-examine Client, to rebut any evidence or arguments offered on Client's behalf, or to address any issues or questions raised by a court on its own initiative.

(6) Neither this agreement nor the meeting constitutes a plea discussion or an attempt to initiate plea discussions. In the event this agreement or the meeting is later construed to constitute a plea discussion or an attempt to initiate plea discussions, Client knowingly and voluntarily waives any right Client might have under Fed. R. Evid. 410, Fed. R. Crim. P. 11(f), or otherwise, to prohibit the use against Client of statements made or information provided during the meeting.

(7) The government reserves the right to argue that neither this agreement nor the meeting constitutes the timely provision of complete information to the government concerning Client's involvement in an offense, within the meaning of Section 3El.l(b) of the Sentencing Guidelines.

(8) If and when required to do so by a court, the government may disclose to the Probation Office or the court any statements and information provided by Client during the meeting.

(9) The government may disclose the fact of the meeting or the information provided by Client during the meeting to the extent the government determines in its sole discretion that disclosure would be in furtherance of its discharge of its duties and responsibilities or is otherwise required by law. Such disclosure includes disclosure to a local, state, federal, or foreign government office or agency, including but not limited to another prosecutor's office, if the recipient of the information agrees to abide by the relevant terms of this agreement.

(10) The terms and conditions set forth in this agreement extend, if applicable, to the continuation of the meeting on the dates that appear below.

(11) It is understood that this agreement is limited to the statements made by Client at the meeting and does not apply to any oral, written or recorded statements made by Client at any other time.

(12) This document embodies the entirety of the agreement between the government and Client to provide information and evidence. No other promises, agreements or understandings

exist between Client and the government regarding Client's provision of information or evidence to the government.

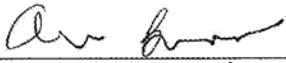
(13) Client and Client's attorney acknowledge that they have read, fully discussed and understand every paragraph and clause in this document and the consequences thereof.

Dated: 1/12 /2018

At: 9:50 am

ROBERT S. MUELLER, III
Special Counsel

By: Andrew D. Goldstein
Attorney
Special Counsel's Office


Avraham Berkovitz



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b7c

Dates of Continuation

Initials of counsel, Client and government attorney



U.S. Department of Justice
The Special Counsel's Office
Washington, D.C. 20530

March 22, 2018

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b7C

[Redacted]

Re: Avraham Berkowitz

Dear Counsel:

[Redacted]
[Redacted] b6 per DOJ/OIP
b7C per DOJ/OIP

With respect to the meeting between the government, Client and yourselves on March 22, 2018 (hereinafter "the meeting"), the government will be represented by individuals from the Special Counsel's Office and the Federal Bureau of Investigation. The terms of this letter do not bind any office or component of the U.S. Department of Justice other than those identified in the preceding sentence. The following terms and conditions apply to the meeting:

(1) THIS IS NOT A COOPERATION AGREEMENT.

[Redacted] b6 per DOJ/OIP
[Redacted] b7C per DOJ/OIP

[Redacted] the government does not agree to make any motion on Client's behalf or to enter into a cooperation agreement, plea agreement, immunity agreement or non-prosecution agreement with Client. The government makes no representation about the likelihood that any such agreement will be reached in connection with this meeting.

(2) Should Client be prosecuted, no statements made by Client during the meeting will be used against Client in the government's case-in-chief at trial or for purposes of sentencing, except as provided below.

(3) The government may use any statement made or information provided by Client, or on Client's behalf, in a prosecution for false statements, perjury, or obstruction of justice, premised on statements or actions during the meeting. The government may also use any such statement or information at sentencing in support of an argument that Client failed to provide truthful or complete information during the meeting, and, accordingly: (a) that under the United States Sentencing Guidelines, Client is not entitled to a downward adjustment for acceptance of responsibility pursuant to Section 3E1.1, or should receive an upward adjustment for obstruction

of justice pursuant to Section 3C1.1; and (b) that Client's conduct at the meeting is a relevant factor under 18 U.S.C. § 3553(a).

(4) The government may make derivative use of any statements made or other information provided by Client during the meeting. Therefore, the government may pursue any investigative leads obtained directly or indirectly from such statements and information and may use the evidence or information subsequently obtained therefrom against Client in any manner and in any proceeding.

(5) In any proceeding, including sentencing, the government may use Client's statements and any information provided by Client during or in connection with the meeting to cross-examine Client, to rebut any evidence or arguments offered on Client's behalf, or to address any issues or questions raised by a court on its own initiative.

(6) Neither this agreement nor the meeting constitutes a plea discussion or an attempt to initiate plea discussions. In the event this agreement or the meeting is later construed to constitute a plea discussion or an attempt to initiate plea discussions, Client knowingly and voluntarily waives any right Client might have under Fed. R. Evid. 410, Fed. R. Crim. P. 11(f), or otherwise, to prohibit the use against Client of statements made or information provided during the meeting.

(7) The government reserves the right to argue that neither this agreement nor the meeting constitutes the timely provision of complete information to the government concerning Client's involvement in an offense, within the meaning of Section 3E1.1(b) of the Sentencing Guidelines.

(8) If and when required to do so by a court, the government may disclose to the Probation Office or the court any statements and information provided by Client during the meeting.

(9) The government may disclose the fact of the meeting or the information provided by Client during the meeting to the extent the government determines in its sole discretion that disclosure would be in furtherance of its discharge of its duties and responsibilities or is otherwise required by law. Such disclosure includes disclosure to a local, state, federal, or foreign government office or agency, including but not limited to another prosecutor's office, if the recipient of the information agrees to abide by the relevant terms of this agreement.

(10) The terms and conditions set forth in this agreement extend, if applicable, to the continuation of the meeting on the dates that appear below.

(11) It is understood that this agreement is limited to the statements made by Client at the meeting and does not apply to any oral, written or recorded statements made by Client at any other time.

(12) This document embodies the entirety of the agreement between the government and Client to provide information and evidence. No other promises, agreements or understandings

exist between Client and the government regarding Client's provision of information or evidence to the government.

(13) Client and Client's attorney acknowledge that they have read, fully discussed and understand every paragraph and clause in this document and the consequences thereof.

Dated: 3/22/18

At: 9:15 am

ROBERT S. MUELLER, III
Special Counsel

By: Andrew D. Goldstein
Attorney
Special Counsel's Office

 Avraham Berkowit


b6
b7c

Dates of Continuation

Initials of counsel, Client and government attorney



[Redacted]
214 Massachusetts Avenue, NE
Washington, DC 20002 [Redacted]

heritage.org

b6
b7C



James Jay Carafano, Ph.D.

Vice President for the Kathryn and Shelby Cullom Davis Institute for National Security and Foreign Policy, and the E.W. Richardson Fellow
*The Kathryn and Shelby Cullom Davis Institute
for National Security and Foreign Policy*

[Redacted] [Redacted]

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b7C

[REDACTED]
 Re: [REDACTED]
 Dt: Thursday, September 13, 2007 7:24 AM

To: Paul Manafort

Cc: Rick Davis [REDACTED]

Subject: RE: John Hannah

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b7C

Paul

I will go ahead and finalize DMP today.

On LOAV, we need the K1. Is there anyone we should contact to track down a copy of the K1?

For the NY apartment, was the entire purchase price paid by JH? According to the documents we have and the cash records of JH, we can't account for \$39,287.95 (we don't see how it was paid). We will assume that the amounts recorded as paid to JH is the total purchase price rather than relying on the purchase documents unless you have another suggestion.

Have a safe trip back.

In accordance with Circular 230 Treasury Department Regulations, we are required to advise you that any tax advice contained in this e-mail may not be relied upon to avoid penalties under the Internal Revenue Code. If you are interested in a written opinion that can be relied upon to prevent the imposition of tax related penalties, please feel free to contact us.

Regards

b6
b7C

The information transmitted with this email is intended only for the personal use of the recipient(s) named above. The information may be an accountant-client communication, or accountant work product, and as such constitutes PRIVILEGED AND CONFIDENTIAL information. If you are not a designated recipient, or an employee or agent responsible for delivering the message to a designated recipient, you are hereby notified that you have received this communication in error and that any use, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or by replying: "Received in error" and delete the message.

From: Paul Manafort [REDACTED]
 Sent: Thursday, September 13, 2007 5:37 AM
 To: [REDACTED]
 Cc: Rick Davis
 Subject: John Hannah

b6
b7C

[REDACTED]
 See below

From: [redacted]
Sent: Wednesday, September 12, 2007 7:27 AM
To: Rick Davis; Paul Manafort
Cc: [redacted]
Re: John Hannah

Hi Rick and Paul,

For John Hannah, LLC we have the following questions:

- 1) I suggest that the expenses paid by for the apartment to treated as rent paid to John Hannah for the use of the apartment. This will result in a change to the DMP return. We will go ahead and make the change to DMP (due 9/17).
- 2) We need to know more details about the loans from the Ukrainian/Russian lender. Cash went to LOAV, then to John Hannah. Is the loan from the Ukrainian/Russian lender actually with LOAV (or was this just used as a cash intermediary?), John Hannah, or Rick and Paul personally? What is the interest rate on the loan? (We have not seen the LOAV bank account activity to see if there is any cash left in LOAV either). This was a loan to JHI for investment purposes. The NY apt was such an investment. It is envisioned that we will be using a new entity, Pericles, to do more investing although these investments will be overseas for the most part. Interest will need to be inputed.
- 3) The New York apartment purchase included a purchase price of \$3,675,000 and additional amounts for settlement charges/transfer fees. There is a sheet included in the sale documentation listing fees and transfer taxes totalling \$103,950.75. Adding these to the purchase price, we would expect total payments of \$3,778,950.75. However, the total payments out of John Hannah are only \$3,739,662.80. Were there any credits applied or cash payments from somewhere else for the difference of \$39,287.95? No credits were applied. Could the difference be when we took over the property?

Note that the DMP return is due by Monday (9/17) and must, if at all possible, be filed on time!

LOAV's return is due on 9/17 as well and the final return for John Hannah, Inc. is due on 9/17 - as long as both of these have or are breakeven, it is not as critical that they be filed on time because the penalties should be minimal. LOAV had no real activity last year other than as a pass through for the loans to JHI. The reason it was used was more for the lender's reason, and not for ours

JHI has not earned any income. It did invest in Traxys and the NY apt.

What do you need re: DMP/ I thought we answered all questions.

Let me know
Paul

PROMISSORY NOTE

\$2,738,594.12

Date: December 31, 2007

FOR VALUE RECEIVED, the undersigned Richard H. Davis ("the Promisor") promises to pay to the order of Davis Manafort Partners, Inc. (the "Payee") at 211 North Union Street, Suite 250, Alexandria, Virginia 22314 (or at such other place as the Payee may designate in writing) the sum of \$2,738,594.12 with interest.

Unpaid principal after March 28, 2005, shall accrue interest at the monthly applicable federal rates until paid. The unpaid principal shall be payable on demand. The unpaid interest shall be payable monthly.

All payments on this Note shall be applied first in payment of accrued interest and any remainder in payment of principal.

If any one or more of the provisions of this Note is determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operative.

All payments of principal and interest on this Note shall be paid in legal currency of the United States. Promisor waives presentment for payment, protest and notice of protest and nonpayment of this Note.

No renewal or extension of this Note, delay in enforcing any right of the Payee until this Note, or assignment by Payee of this Note shall affect the liability of the Promisor. All rights of the Payee under this Note are cumulative and may be exercised concurrently or consecutively at the Payee's option.

Any funds added to above mentioned sum shall be subjected to the terms stated in this Note.

This Note shall be construed in accordance with the laws of the State of Virginia. Signed this 13th day of October, 2008.

Promisor

By: _____

Richard H. Davis

PROMISSORY NOTE

\$1,850,000.00

Effective Date: March 28, 2005

FOR VALUE RECEIVED, the undersigned Richard H. Davis ("the Promisor") promises to pay to the order of Davis Manafort Partners, Inc. (the "Payee") at 211 North Union Street, Suite 250, Alexandria, Virginia 22314 (or at such other place as the Payee may designate in writing) the sum of \$1,850,000.00 with interest.

Unpaid principal, shall accrue interest at the monthly applicable federal rates until paid. The unpaid principal and interest shall be payable on demand.

All payments on this Note shall be applied first in payment of accrued interest and any remainder in payment of principal.

If any one or more of the provisions of this Note is determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operative.

All payments of principal and interest on this Note shall be paid in legal currency of the United States. Promisor waives presentment for payment, protest and notice of protest and nonpayment of this Note.

No renewal or extension of this Note, delay in enforcing any right of the Payee until this Note, or assignment by Payee of this Note shall affect the liability of the Promisor. All rights of the Payee under this Note are cumulative and may be exercised concurrently or consecutively at the Payee's option.

Any funds added to above mentioned sum shall be subjected to the terms stated in this Note.

This Note shall be construed in accordance with the laws of the State of Virginia.

Promisor

By: _____

Richard H. Davis

PROMISSORY NOTE

\$2,486,771.70

Date: December 31, 2007

FOR VALUE RECEIVED, the undersigned LOAV, Ltd. ("the Promisor") promises to pay to the order of Davis Manafort Partners, Inc. (the "Payee") at 211 North Union Street, Suite 250, Alexandria, Virginia 22314 (or at such other place as the Payee may designate in writing) the sum of \$2,486,771.70 with interest.

Unpaid principal, shall accrue interest at the monthly applicable federal rates until paid. The unpaid principal and interest shall be payable on demand.

All payments on this Note shall be applied first in payment of accrued interest and any remainder in payment of principal.

If any one or more of the provisions of this Note is determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operative.

All payments of principal and interest on this Note shall be paid in legal currency of the United States. Promisor waives presentment for payment, protest and notice of protest and nonpayment of this Note.

No renewal or extension of this Note, delay in enforcing any right of the Payee until this Note, or assignment by Payee of this Note shall affect the liability of the Promisor. All rights of the Payee under this Note are cumulative and may be exercised concurrently or consecutively at the Payee's option.

Any funds added to above mentioned sum shall be subjected to the terms stated in this Note.

This Note shall be construed in accordance with the laws of the State of Virginia.

Promisor

LOAV, Ltd.

By: _____

Paul J. Manafort, Jr., Manager

To: Oleg Deripaska
From: Paul J. Manafort, Rick Davis
Davis Manafort
Re: Work Plan
Date: July 1, 2005

This Memorandum presents a preliminary outline of the work plan aimed at structuring political and public support of the Basel interests in CIS, which were discussed during meetings in Moscow.

MAIN OBJECTIVE

The objective of the program is support of political, economic and social projects of Basel and protection of Basel interests in CIS countries and in the West.

MAIN GOALS

- 1) Analysis and evaluation of political risks, providing political and strategic consulting services to Basel and elements of its infrastructure.
- 2) Providing assistance to governments and state leaders, political parties and political leaders, expert and media structures of interest to Basel in forming acceptable image in the U.S. and EU countries
- 3) Organization and coordination of international lobbying of Basel political and economic interests with focus on U.S. and EU countries
- 4) Building a system of effective political communication with western elites, mass media and other bodies of influence over situation in the CIS countries, as well as development of new opportunities for bridging Basel with governments and elites of target CIS countries through joint projects
- 5) Formation of positive international image and improvement of reputation of Basel and its principals;
- 6) Analysis, research and focused formation of public opinion in the direction, beneficial for Basel;
- 7) Development of mechanisms of influence over CIS-related decision making process in the U.S. and EU countries.
- 8) Corporate branding
- 9) Assistance in developing personal image of structures and personalities of interest to Basel

MANAGEMENT OF THE PROJECT

The project activities will be conducted through the structures organized according to the principles proven by DM in over 30 countries of the world. The structure will include the central DM offices in Alexandria, VA, the Moscow DM office, the system of regional representative offices of DM in the prioritized CIS countries, and a broad network of contacts, lobbying structures and media interacting with DM in the U.S. and E.U. countries. This structure will involve leading world-class experts and companies (Initially Akin Gump Strauss Feld and Hauer, Quinn Gillespie, FIPRA International, Project Associates, Raxton Communications, Mmd

Communications, etc) within the framework of a united program aimed at protection of Basel interests. Interaction of different elements of the program (political work, strategic consulting, lobbying, communication, legal support) will not be effective unless structured on the basis of comprehensive plan and centralized system of management.

ORGANIZATION OF PROJECT ACTIVITIES

The work will be organized in the following way:

- I. *Organizational phase (July 2005 – September 2005)*. This will include:
 - Ñ formation of the Team and the office. It is envisioned to create the DM Moscow representative office within the structure of the Basic Element to facilitate integration into already existing projects (Eurasia Heritage Fund)
 - b. identifying areas and projects of priority to Basel
 - c. Structuring Team of firms and consultants for specific projects
 - d. beginning of work on priority projects:
 1. Ukraine (beginning – July 2005). The main objective is to protect assets and positions of Basel under any scenario of development of political situation in Ukraine. The program will have 3 goals: a) to build a system of relationships, lobbying networks and mechanisms of delivery of information in Ukraine, U.S. and E.U. countries, that will translate objective facts and events occurring in Ukraine into pressure and decisions of the Western governments requiring respect of the rule of law and protection of private property rights, to protect and promote Basel's interests in Ukraine; b) to have a detailed and objective understanding of political situation and to develop options and vehicles for involvement in Ukraine to play a role in March 2006 parliamentary elections; and c) to build image of Basel as respected, socially responsible business in Ukraine.
 2. Tajikistan (beginning – September 2005). The main objective is to protect the interests of Basel, to assume pro-active role in influencing the political processes and support the political stability in the country. It is envisioned to implement two different programs - "internal" and "external" program. The "internal" program will focus on a) forming a deep and objective understanding of the current political situation; and b) providing government, elites and selected clans with strategic political and electoral advice, contributing to the stability of the system and development of environment where Basel's interests will be protected. The "external" program will focus on international audience (western governments, international expert community, foreign mass media, public opinion in the West) and will consist of coordinated lobbying, communication, media and legal activities in the U.S. and E.U. countries, which will be aimed at providing key decision-makers and public opinion in the West with objective information, facts and trends concerning Tajikistan, helping to ensure stability and protection of Basel's assets.
 3. Georgia (beginning – July, 2005). The main objective is to protect the current interests of Basel in Georgia and Abkhazia and identify opportunities to become an active player in the region. The goals are a) to build the image of Basel with key Georgian Government officials using DM's extensive network of contacts in Georgian government and among Georgia-watchers in the West, b) to develop a lobbying strategy to protect Basel's political and economic interests and assets in

- the region and identify new opportunities, and c) position Basel and Basel-friendly political forces and leaders as key players in Georgian politics through a combination of strategic advice, support and right presentation to key decision makers in the U.S and E.U. countries.
- II. *Development and implementation of projects and programs (September 2005 – end of 2006).* At this stage it is envisioned to develop and implement specific plans and programs in CIS countries of interest to Basel and to have achieved tangible results in priority projects. The preliminary structure of the programs will take into account the local specifics and will include:
- a. Regular evaluation of political situation and political risks. This evaluation will be based on the information collected from in-country and western sources, including governmental agencies of U.S. and E.U. countries, other major countries, think tanks and NGOs of significance.
 - b. Development of the “circle of friends” of Basel in the countries of interest to Basel, providing services on strategic consulting, access to information and the system of “technical assistance” (system of political training and consulting, providing analytical information, access to other resources) in order to increase their influence and significance in politics.
 - c. Development of strategy of protection of assets and interests of Basel in specific countries along the lines of the aforementioned priority projects, using a combination of resources, such as lobbying, strategic communication, work with media and legal support.
 - d. Active influence on the public opinion and the positive attitude to Basel of the in-country elites and key international audiences.
 - e. Creation of system of active lobbying of interests of Basel, governments and political structures, mass media friendly to Basel in the U.S. and E.U. countries.
 - f. Development of system for influence over political decision making in the U.S. and E.U. countries with regard to specific CIS countries to prevent solutions and scenarios potentially dangerous for Basel.
 - g. Assistance in corporate branding, market entry and marketing efforts launched by Basel outside Russia.

EXPECTED RESULTS

1. Systematic reports and assessments of political situation, scenarios of development of events and political risks in CIS countries, presented to Basel principals.
2. Development and improvement of image of Basel and its principals in specific countries of CIS, U.S. and E.U. countries.
3. Development of new opportunities for business as result of work of networks of contacts and lobbying structures affiliated with DM
4. Preventing crisis situations in specific CIS countries by means of targeted informational and educational work with international community and governments of U.S. and E.U. countries, expert community and mass media.
5. Emergence of new friendly agents of influence over decision making process in the countries of interest to Basel.

To Oleg Deripaska
From: Paul J. Manafort, Rick Davis
Davis, Manafort
Re: Work Plan and Model
Date: July 1, 2006

This Memorandum provides the initial specifics of the Business and Political Program presented in meetings with BASEL officials during the last week.

CORE CONCEPT

The core principle of the program is to structure a team of experts and firms, that is comprised of various professionals experienced in international business, lobbying, politics, communications and law. This team will work within a strategic framework that will allow flexibility, use the best specific in-country and professional experience and comprehensive management structure. The purpose of this team would be to be proactive in assisting Basic Element in the expansion of its political and business interests as well as defensive in environments where those interests are at risk due to political or legal changes.

TEAM MODEL

The Team that is assembled will include the following capabilities:

1. political risk assessment and in-depth analysis of core elements of political structure,
2. political campaign experience,
3. international lobbying with very strong ties in the US and Europe,
4. Communications and Media relations,
5. branding and advertising,
6. Survey Research,
7. Policy linkages to major international NGOS and Think Tanks of US and Europe.

Beyond the core team assembled, DM will incorporate local resources in those countries of interest. Additionally, based on the specific project needs, DM will bring in experts who strategically advance those needs.

The distinguishing principle of this Model is that even the largest of international companies are not able to hire such resources in-house and maintain the high level of value brought by the Firms that will be incorporated in the Davis, Manafort Model. Additionally, it is not economical and very difficult to manage these resources if they are independently hired and not part of a strategic framework that is central to their hiring.

This is the critical and distinguishing point. While all of the firms could be hired individually by a Company, it would be near impossible to integrate them into a functioning unit because of how they were engaged. This individuality would dramatically affect how they could be managed and significantly diminish the results. As a consequence, Companies never construct and manage in the comprehensive approach that ensures a much higher prospect for success in even the most difficult of assignments.

SCOPE OF WORK

The scope of work of this Model will vary by the needs of Basic Element as it grows and circumstances change. However, the core team that will be organized will have skill sets and experience to provide high level political risk assessments through the aggressive use of survey research, the ability to engage politically as is necessary, the means to promote understanding and education across geographical, cultural and political lines, the lobbying ability to improve relationships among western governments and those countries where BE is doing business, and to foster business opportunities where such symmetry exists.

Initial programming will start in Ukraine, Georgia, Kyrgyzstan, Tajikistan and Kazakhstan. Once the team and the core elements of the program are assembled, it will be easy to include new countries and new projects. The activities will occur in close coordination with Eurasia Heritage Fund

Initially, the scope of work will consist of the following elements:

1. Collection and in-depth analysis of political and economic information, events and tendencies in the countries of interest
2. Research and focused formation of the public opinion in the countries, in the U.S. and E.U. in the direction, beneficial to Basel and Russian business
3. Assistance in developing positive image of structures and personalities of interest to Basel,
4. Improvement of the international image and reputation and contributing to international acceptance of targeted governments, political parties and figures by means of concerted lobbying efforts in the US and major European countries;
5. Providing strategic and political consulting services to Basel,
6. Providing strategic and political counseling and lobbying services to targeted governments, political parties and figures of importance to Basel with the intention of improving their electoral performance, using proven DM methodology
7. Identification of policy opportunities to ingratiate BASEL to government elites through advancement of their pet projects.

As the project develops, new elements may be added to it based on the changing situation and the immediate needs of Basic Element.

MANAGEMENT OF PROJECT

The project will have 2 distinct structures that are connected at the top by a Strategy Group responsible for development and implementation of the programs.

Davis Manafort Structure

DM will organize the Team of experts and manage them. These experts will be hired because of their skills, reputations that provide value beyond the specific work products (like the credibility the polling company will bring to the lobbying efforts with the USG), and familiarity with international business and working in different countries and cultures. The initial Group is set out in Addendum 1 (A listing of Firms and biographical information). As projects are added, additional resources will be included to augment the capabilities.

The DM headquarters will be in both Alexandria, Virginia and Moscow.

DM will set up a representative office in Moscow that will be managed by Konstantin Kilimnik (Biography is listed under Davis, Manafort in Addendum 1). This office will coordinate activities of and provide liaison with the various elements of the Davis Manafort project, interact with Basel and the Eurasia Heritage Fund and will serve as flexible infrastructure to ensure smooth operations of the project. Where appropriate, DM Moscow will interact with Eurasia Heritage Fund and Basel, in order to avoid duplication of services and expenses. Over time, several of the key resources that DM Moscow will develop can be turned directly over to BASEL as it grows.

DM will provide management of the Team Members from its Virginia offices. Additionally, the Washington and EU components will be managed from Virginia. This will include the English website, interaction with the international institutions, World organizations (such as the World Bank, IMF, ERBD), NGOs and Think Tanks located in Washington and NY.

Eurasia Heritage Fund

Given the types of assignments that will be a part of most projects, there is a distinct role for Eurasia Heritage Fund (EHF).

EHF will be involved in several areas of the project. First, Elena Yatsenko will be a part of the Strategic Committee overseeing the management of the project. This will allow for her personal knowledge of the cultural and policy and political particularities of the East, including Russia, the former CIS countries and BASEL to be directly inputted into the ongoing activity.

Second, EHF will be the public face for projects that are identified as important to the country specific program. For those programs, EHF will be the sponsor of seminars, conferences, development of policy papers, cultural events, and charitable activities. In

this regard, it is envisioned that the communications group of the Team will assist in the promotion of EHF and its projects with the intention of broadening its image into the West and creating strategic relationships between EHF and other NGOs and Think Tanks. It will be important to have a forward presence of EHF in each of our project areas. This will require recruiting staff, creating a public image and developing programatics that are consistent with our objectives.

Third, where appropriate, Team Members from Eastern Countries will be engaged by the Program at the recommendation of EHF and in some of those instances will be managed jointly by DM Moscow and EHF.

The Davis Manafort program and Eurasia Heritage Fund will work in close coordination and complement each other's activities both inside and outside Russia. Combining the efforts of two organizations it will be possible to expand the network of contacts, the scope of engagement of local political infrastructures and the depth of programming.

The Strategic Committee

The Strategic Committee is composed of representatives of Davis, Manafort, Eurasia Heritage Foundation and BASEL. It is charged with the responsibility to oversee all of the projects, set the direction of work and input the key parameters guiding the work based on political and economic interests of Basel. The Strategic Committee would meet bimonthly to review activity and update BASEL on key issues, revise the strategy and tactics for all projects and refine the continuing scope of activity.

SCHEDULE

The start up has two distinct phases with some work overlapping both phases.

Organization of Team Phase – July 15 to September 15

DM has already identified the core members of its Team. Based on conversations with key members of BASEL and Eurasia Heritage, DM has a sense of what components need to be incorporated immediately. Additional resources would be included as projects develop or circumstances dictate.

The initial organization work includes the following:

1. Establishment of the Strategic Committee, holding the first meeting of Strategic Management Committee (mid-August)
2. Establishment of the DM Moscow Representative Office
3. Finalization of initial projects based on priority and interests of Basel and the scope of work of those projects between DM, Eurasia Heritage and the Strategic Committee/Basel representatives.
4. Development of the Overall Work Plan and calendar deadlines for the Projects and the Country Specific Work Plans of the initial projects (Ukraine, Georgia, Tajikistan, Kyrgyzstan, Kazakhstan)
5. Finalize hiring of the Team Members
6. Develop work programs for the Team Members for the initial projects

7. Integrate DM, new Team Members and EHF into a working stucture
8. Open offices in initial countries

Implementation Phase September 2005 to December 2006

Given the time sensitivity of several projects, we will be implementing while we are organizing. However, for the most part, the initial programs will begin to be implemented in September.

INITIAL PROJECTS

Based on preliminary conversations between DM and key personnel of BASEL, there are several distinct projects that would be a part of the initial operations.

Ukraine(Initial Program) July 1,2005 to March 30, 2006

The main objective of the program is to protect assets and positions of Basel under any scenario of development of political situation in Ukraine. The program will have 3 goals: a) to build a system of relationships, lobbying networks and mechanisms of delivery of information in Ukraine, U.S. and E.U. countries, that will translate objective facts and events occurring in Ukraine into pressure and decisions of the Western governments requiring respect of the rule of law and protection of private property rights, to protect and promote Basel's interests in Ukraine; b) to have a detailed and objective understanding of political situation and to develop options and vehicles for involvement in Ukraine to play a role in March 2006 parliamentary elections; and c) to build image of Basel as respected, socially responsible business in Ukraine.

The specific activities will start with the in-depth audit of Verkhovna Rada and building comprehensive profiles of deputies, in order to identify the ways to influence the legislative and policy development processes in the period up to March 2006 and beyond. Another purpose of the audit is to present options and mechanisms for adequate, discreet and effective involvement of Basel in the Parliamentary elections campaign. Also, a priority action of the program will be development of approaches to the President and PM of Ukraine, as well as selected political leaders of Ukraine with the purpose of creating vehicles for protection of assets, engaging them in direct dialogue over investment and economic opportunities and forming future relations.

The deliverables will include:

1. Series of Public Opinion surveys conducted on quarterly basis that will create a benchmark for understanding Ukraine within the framework of BASEL interests.
2. Regular in-depth monthly and quarterly reports on development of political situation and specific issues, produced in coordination with Eurasia Heritage and complementing existing EH products. The DM assessment will be based on information collected from Ukrainian and western sources, including USG, EU, key western governments, think-tanks and NGOs.

3. Creation of program and policy opportunities for interaction between leaders of Ukraine and BASEL. Opportunities will be identified immediately but a structured program will be presented by Oct 15.
4. Creation of program for EHF to sponsor with other groups, conferences on Ukraine economic development and other policy issues which are important to President, Prime Minister and Basel/Russian business. Program ideas identified by Oct 15
5. Identify policy papers program that is helpful to Ukraine Administration and publish papers. The policy papers will be developed by major international research institutions (e.g. Economist Intelligence Unit) and coordinated between EH and DM. Publication of at least one study by December, 2005.
6. Provide political training and develop a system of assistance to parties identified as pro BASEL interests.
7. Create BASEL Charitable program to incorporate programs important to key government officials or their families (e.g. [redacted] with BASEL Ukraine policy. Completed by October 1 with at least one project started in 2005 and another occurring in first quarter of 2006.
8. Hire a Kyiv lobbyist who is close to Ukraine officials to promote BASEL presence consistent with the strategy of the Program. October 1.

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Based on the elections in March of 2006 a new Country program will be developed taking into account the results of the election. This plan should take no more than 30 days to create because the on-going work prior to the election will provide the knowledge to create the new program in a brief timeframe.

In addition to any political and business development aspects, the work plan for 2006 would most likely include a branding campaign for BASEL to show the company as a major contributor to the Ukraine economy. The purpose of the program would be to build corporate awareness for BASEL in a western sense.

Tajikistan Program

Given Basel's and Russian business interests in Tajikistan, the main objective is to protect the interests of Basel, to assume pro-active role in influencing the political processes and support the political stability in the country. It is envisioned to implement two different programs - "internal" and "external" program. The "internal" program will focus on a) forming a deep and objective understanding of the current political situation; and b) providing government, elites and selected clans with strategic political and electoral advice, contributing to the stability of the system and development of environment where Basel's interests will be protected. The "external" program will focus on international audience (western governments, international expert community, foreign mass media, public opinion in the West) and will consist of coordinated lobbying, communication, media and legal activities in the U.S. and E.U. countries, which will be aimed at providing key decision-makers and public opinion in the West with objective information, facts and trends concerning Tajikistan, helping to ensure stability and protection of Basel's assets. The key goal will be to educate key western governments,

media institutions and other groups of relevance on the leadership, activity and political and business environment and present the information in the right way.

The internal program is related to the external. In understanding the workings of the government and the leadership, we will be able to provide both political training and recommend policy activity that will be supported by the west and thereby invest the west into helping the current leadership to improve the framework of the country. The goal is not to change Tajikistan. Rather, the goal is to reposition the actions of the country, establish relationships between Tajik leaders and western leaders in government and media and thereby remove the ability of the opposition to mobilize the West in an Orange Revolution way.

Tajik public officials will benefit directly by being able to determine, through our network, the consequences of their actions as seen through western governments and institutions. We, as a consequence of close involvement at all levels of legislative and executive government, will be able to form an in-depth understanding of

The initial program will have 3 distinct phases.

1. The first phase is to collect information from inside sources and western sources in the form of a political audit to identify the profile of the country, update the existing sources of information and structure the existing system of relationships among political and economic elites in a comprehensive framework that will be the basis for present and future activities.
2. The second phase is to use the results of the audit to develop a specific plan of "external" and "internal" work, which will include programs to strengthen the government's position with its own people and with the west.
3. The third phase is to implement the plan.

It is understood that while the organizational work of the first two phases is being completed, DM will be performing basic lobbying and political communication work.

Phase 1 - The Audit - July 15 to October 30

The elements of this phase include conducting a survey inside Tajikistan, and to conduct an audit of key political institutions, interaction of elites international institutions (like the World Bank, IMF, UN), important regional NGOs, western governments, and the media. Additionally, the audit will need to access BASEL planning for Tajikistan in order to ensure that the interests and future plans for the country are understood in relation to the findings of the audit

Phase 2 Creation of the Plan - November 1 to December 30

This will require incorporating the information from the various audits into a coherent program. The initial draft would be presented to BASEL for review by approximately December 1. BASEL's comments would be incorporated into a final document by the middle of the month.

Phase 3 Implementation of the Plan - 2006

The plan will include the development of a lobbying program, communications program and possibly a political training program for the Government of Tajikistan. Additionally, a strategic promotional program will be developed to introduce key Tajik leaders of the future to western leaders. All of this activity will be developed in a manner that will be clearly connected to BASEL. Additionally, the plan will identify opportunities for joint efforts between EHF and Tajik groups and western organizations to foster relationships and advance policy goals of BASEL in Tajikistan.

Georgia (beginning – July, 2005). The main objective is to protect the current interests of Basel in Georgia and Abkhazia and identify opportunities to become an active player in the region. The goals are a) to build the image of Basel with key Georgian Government officials using DM's extensive network of contacts in Georgian government and among Georgia-watchers in the West, b) to develop a lobbying strategy to protect Basel's political and economic interests and assets in the region and identify new opportunities, and c) position Basel and Basel-friendly political forces and leaders as key players in Georgian politics through a combination of strategic advice, support and right presentation to key decision makers in the U.S and E.U. countries.

The program

Kazakhstan

Kyrgyzstan

BASEL Communications and Branding Program

2006 will be a dynamic year for BASEL. Currently, there is a limited Public Relations and Communications division inside of the Company. While the intention is to grow that division, the need to have a strategic communications program is immediate.

Given the expertise of the Team Members, the capacity exists to provide this service during 2006 and assist in the development of the internal division to ensure that it is of the same class and standards as the Company and capable of providing the types of services that a Company the size and reach of BASEL requires in the global world of business.

The initial work plan for this program includes:

1. Audit BASEL Communications and PR capabilities – July 15- September 15
2. Development of Recommendations to build Division - Report by October 15
3. Development of PR program to create awareness of BASEL in important government and business markets - Report by October 15
4. Development of Branding program - Report by October 15

Based on the initial work plan, a program to build relationships between BASEL corporate executives and other major institutions, including government leaders and international organizations of importance will be implemented. Ongoing during 2006.

SUMMARY

This Memorandum is meant to serve as the initial plan to identify project components, structure and a schedule of deliverables. It is based on meetings with the Shareholder and several key management officials.

It is recognized that many additional assignments can grow once the project is started. The important point is that the Model provides the opportunity for the projects to grow. Because of the way in which the Team is managed, there is very little additional work required of BASEL to oversee performance. The project is an 18 month Turnkey operation that Davis, Manafort, in concert with the Strategic Committee, is responsible for managing pursuant to a defined schedule.

Recognizing that this is the first draft of the Work Plan and Model, it is anticipated that interaction with BASEL Corporate officials and other personnel will add to the assignments and re-frame some of the proposed deliverables. This, too, is easily adapted to the Model because of its flexibility.

Upon approval of this Plan a Turnkey Budget for the 18 months will be developed.

From: Rick Davis [REDACTED]
To: [REDACTED]
Cc: [REDACTED]
Bcc: [REDACTED]
Subject: Re: RKD Partners pending questions
Date: Mon Aug 29 2016 14:41:40 EDT
Attachments:

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b7c

Sent from my iPad

On Aug 29, 2016, at 10:54 AM, [REDACTED] wrote:

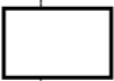
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b7c

Hi Rick,

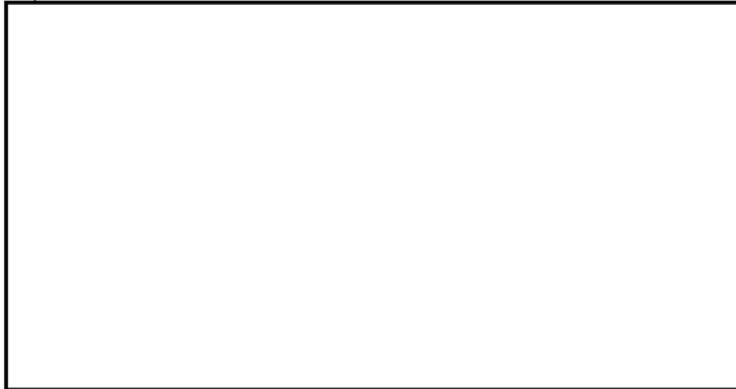
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Please let me know if you have any questions or comments.

Thanks,



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<5029-037 RKD Partners, LLC.pdf>

ASSIGNMENT AND ASSUMPTION AGREEMENT**T-II HOLDINGS LLC**

ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment Agreement") made as of December 31, 2010 by and between John Hannah, LLC (the "Transferor") and RKD Partners, LLC (the "Transferee"). Each capitalized term used and not defined herein shall have the meaning ascribed to such term in the LLC Agreement (as defined below).

WHEREAS, the Transferor is a party to the Third Amended and Restated Limited Liability Company Agreement, dated as of October 29, 2007 (the "LLC Agreement"), of T-II Holdings LLC (the "Company"), pursuant to which it is a Member of the Company holding 708.333 Preferred Units (the "Units");

WHEREAS, as of the date of this Assignment Agreement, the Transferor desires to transfer to the Transferee 100% of the Units and the Transferee desires to accept such transfer from the Transferor and agrees to assume all rights, obligations and liabilities of the Transferor with respect to the Units;

WHEREAS, the Transferee has received and read a copy of the LLC Agreement and is thoroughly familiar with its terms; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Assignment of Units.

(a) Subject to the terms and provisions of this Assignment Agreement the Transferor hereby transfers to the Transferee all of the Transferor's right, title and interest in the Units.

(b) The Transferor acknowledges and agrees that future valuations and distributions in respect of the Units may exceed the cash consideration paid for the Units.

2. Assumption of Obligations. The Transferee hereby assumes and agrees to (a) accept the Transfer of the Units and (b) become a Member and hereby assumes all rights, obligations and liabilities of the Transferor with respect to the Units.

3. Compliance with LLC Agreement. The Transferee agrees to observe and comply with the LLC Agreement and with all of the obligations and restrictions imposed on the Members of the Company.

4. Expenses. The Transferor hereby agrees to pay all reasonable expenses (including, without limitation, reasonable legal and accounting expenses) incurred by the Company in connection with this Agreement and the transactions contemplated hereby.

5. Indemnification. The Transferor hereby agrees to indemnify and hold the Company, the Members and their Affiliates harmless (i) for any taxes, liabilities or related obligations imposed upon the Company, the Members and their Affiliates by reason of the Transfer hereunder and (ii) from and against any and all losses, claims, damages, expenses and liabilities relating to or arising out of any breach of any representation, warranty,

covenant or undertaking made by or on behalf of the Transferor herein.

6. Future Transfer of Units. The Transferee hereby agrees that the Units may not be Transferred unless in compliance with the requirements of the LLC Agreement.

7. Binding Effect. This Assignment Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto, but any further Transfer of the Units assigned hereby shall be subject to the requirements of the LLC Agreement.

8. Amendments, Changes and Modifications. This Assignment Agreement may not be amended, changed or otherwise modified except by a written instrument executed by both of the parties hereto.

9. Counterparts. This Assignment Agreement may be executed in counterparts, each of which shall be deemed an original but both of which together shall constitute but one instrument.

10. Governing Law. This Assignment Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of New York.

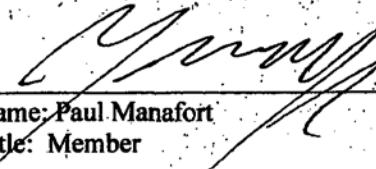
[Remainder of Page Intentionally Left Blank]



IN WITNESS WHEREOF, the parties hereto have executed this Assignment
Agreement as of the date first above written.

TRANSFEROR:

JOHN HANNAH, LLC

By: 

Name: Paul Manafort
Title: Member

By: 

Name: Richard H. Davis
Title: Member

TRANSFeree:

RKD Partners, LLC

By: 

Name: Richard H. Davis
Title: Managing Member

ASSIGNMENT AND ASSUMPTION
OF LIMITED LIABILITY COMPANY INTEREST IN
iGPS CO-INVESTMENT, LLC

AGREEMENT FOR THE ASSIGNMENT AND ASSUMPTION OF LIMITED LIABILITY COMPANY INTEREST (the "Assignment Agreement") made as of December 31, 2010 by and between John Hannah, LLC (the "Transferor"), RKD Partners, LLC (the "Transferee") and Pegasus Investors III, L.P. in its capacity as the manager of the LLC (as defined herein) (the "Manager"). Each capitalized term used and not defined herein shall have the meaning ascribed to such term in the LLC Agreement.

WHEREAS, the Transferor is a party to the Second Amended and Restated Limited Liability Company Agreement, dated as of May 20, 2009 (the "LLC Agreement"), of iGPS Co-Investment, LLC, a Delaware limited liability company (the "LLC"), pursuant to which it is a Member of the LLC;

WHEREAS, as of the date of this Assignment Agreement, the Transferor desires to transfer, convey and assign to the Transferee 50% of the Transferor's limited liability company interest in the LLC (the "Interest") and the Transferee desires to accept such transfer, conveyance and assignment from the Transferor and agrees to assume all rights, obligations and liabilities of the Transferor with respect to the Interest;

WHEREAS, the Transferee has received and read a copy of the LLC Agreement and is thoroughly familiar with its terms; and

WHEREAS, the Transferor has obtained the written consent of the Manager, for the assignment of the Interest and such written consent is attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

Assignment of Interest.

(a) The Capital Commitment and Capital Account balance relating to the Interest are set forth on Schedule I hereto.



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Assumption of Obligations. The Transferee hereby assumes and agrees to (a) accept the transfer, conveyance and assignment of the Interest and (b) become a Member and hereby assumes all rights, obligations and liabilities of the Transferor with respect to the Interest.

Compliance with LLC Agreement. The Transferee agrees to observe and comply with the LLC Agreement and with all of the obligations and restrictions imposed on the members of the LLC.

Expenses. The Transferor hereby agrees to pay all reasonable expenses (including, without limitation, reasonable legal and accounting expenses) incurred by the Manager or the LLC in connection with this Agreement and the transactions contemplated hereby.

Indemnification. The Transferor hereby agrees to indemnify and hold the Manager, its partners, members and Affiliates and the LLC harmless (i) for any taxes, liabilities or related obligations imposed upon the Manager, its partners, members and Affiliates or the LLC by reason of the transfer hereunder and (ii) from and against any and all losses, claims, damages, expenses and liabilities relating to or arising out of any breach of any representation, warranty, covenant or undertaking made by or on behalf of the Transferor herein.

Future Transfer of Interest. The Transferee hereby agrees that the Interest may not be sold, exchanged, assigned, pledged or otherwise transferred unless in compliance with the requirements of Section 20 (Restriction of Transfer) of the LLC Agreement.

Binding Effect. This Assignment Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto, but any further assignment of the Interest assigned hereby shall be subject to the requirements of Section 20 (Restrictions of Transfer) of the LLC Agreement.

Amendments, Changes and Modifications. This Assignment Agreement may not be amended, changed or otherwise modified except by a written instrument executed by both of the parties hereto.

Counterparts. This Assignment Agreement may be executed in counterparts, each of which shall be deemed an original but both of which together shall constitute but one instrument.

Governing Law. This Assignment Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of New York.

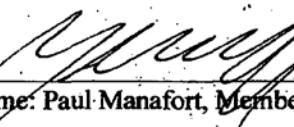
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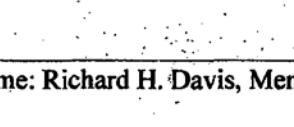
IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement as of the date first above written.

TRANSFEROR:

John Hannah, LLC

By: 

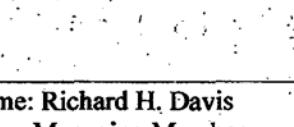
Name: Paul Manafort, Member

By: 

Name: Richard H. Davis, Member

TRANSFeree:

RKD Partners, LLC

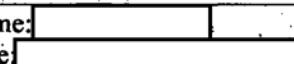
By: 

Name: Richard H. Davis
Title: Managing Member

MANAGER:

PEGASUS INVESTORS III, L.P.

By: PEGASUS INVESTORS III GP, L.L.C., its
general partner

By: 

Name:

Title:

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SCHEDULE I

<u>Capital Commitment</u>	<u>Capital Account Balance</u>
[Redacted]	[Redacted]

- (1) Represents 50% of John Hannah's interest in iGPS Co-investment, LLC.
(2) Capital account balance is the FMV GAAP basis as of 09/30/2010.

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**Termination of Richard [REDACTED] Davis Revocable Trusts ownership interest
in John Hannah, LLC**

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Effective date - December 31, 2010

Richard [REDACTED] Davis [REDACTED] through their respective revocable trusts, who each own 25% of John Hannah, LLC (JH) wish to terminate their respective ownership interests in JH. Paul [REDACTED] Manafort own the remaining 50% of JH.

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The significant assets of JH are as follows:

- Loans to the members
- A furnished apartment in New York city
- Investments in IGPS Co-Investment, LLC and T-II Holdings, LLC

There is only one significant liability, a note payable to Derepaska (also referred to as the Russian Lender). There is no other debt.

In exchange for their respective ownership interests, the [REDACTED] will receive the following:

1. 50% of the investment in IGPS Co-Investment, LLC
2. 100% of the investment in T-II Holdings, LLC,
3. Their outstanding loan balances
4. In exchange, they will assume the debt equal to the amounts originally invested in T-II and 50% of the amount invested in IGPS in addition an amount equal to the outstanding loan balance referenced in #3 above, which results in the assumption of Russian lender debt of approximately [REDACTED]

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Paul [REDACTED] Manafort will retain ownership of John Hannah, LLC, which will have assets and liabilities of the following:

1. New York City apartment and furnishings
2. 50% of the investment in IGPS Co-Investment, LLC
3. Due from Paul of around [REDACTED]
4. Cash and any other related party receivables.
5. Russian lender debt of approximately [REDACTED]

This represents all the assets and liabilities of JH.

Each party to this agreement will be responsible for their respective share of the expenses relating to this agreement including the following:

1. Expenses referred to in the T-II and the IGPS agreements.
2. Accounting fees incurred relating to the services provided relating to this transaction.
3. Tax preparation fees for the preparation of the 2010 John Hannah, LLC tax returns.

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We, the undersigned, hereby agree to the terms of the termination of the Richard [redacted]
Davis Irrevocable Trusts ownership interests in John Hannah, LLC, effective December 31,
2010.

Paul J. Manafort, Jr.

Richard Hannah Davis Revocable Trust
Richard H. Davis, Trustee

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EXECUTION COPY

AND ASSUMPTION

OF LIMITED LIABILITY COMPANY INTEREST IN

iGPS CO-INVESTMENT, LLC

AGREEMENT FOR THE ASSIGNMENT AND ASSUMPTION OF LIMITED LIABILITY COMPANY INTEREST (the " ") made as of December 31, 2010 by and between John Hannah, LLC (the " "), RKD Partners, LLC (the " ") and Pegasus Investors III, L.P. in its capacity as the manager of the LLC (as defined herein) (the "Manger"). Each capitalized term used and not defined herein shall have the meaning ascribed to such term in the LLC Agreement.

WHEREAS, the Transferor is a party to the Second Amended and Restated Limited Liability Company Agreement, dated as of May 20, 2009 (the " "), of iGPS Co-Investment, LLC, a Delaware limited liability company (the "LLC"), pursuant to which it is a Member of the LLC;

WHEREAS, as of the date of this Assignment Agreement, the Transferor desires to transfer, convey and assign to the Transferee 50% of the Transferor's limited liability company interest in the LLC (the " ") and the Transferee desires to accept such transfer, conveyance and assignment from the Transferor and agrees to assume all rights, obligations and liabilities of the Transferor with respect to the Interest;

WHEREAS, the Transferee has received and read a copy of the LLC Agreement and is thoroughly familiar with its terms; and

WHEREAS, the Transferor has obtained the written consent of the Manager, for the assignment of the Interest and such written consent is attached hereto as

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

of :

(a) The Capital Commitment and Capital Account balance relating to the Interest are set forth on hereto.

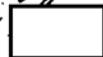
of . The Transferee hereby assumes and agrees to (a) accept the transfer, conveyance and assignment of the Interest and (b) become a Member and hereby assumes all rights, obligations and liabilities of the Transferor with respect to the Interest.

with LLC . The Transferee agrees to observe and comply with the LLC Agreement and with all of the obligations and restrictions imposed on the members of the LLC.

. The Transferor hereby agrees to pay all reasonable expenses (including, without limitation, reasonable legal and accounting expenses) incurred by the Manager or the LLC in connection with this Agreement and the transactions contemplated hereby.

. The Transferor hereby agrees to indemnify and hold the Manager, its partners, members and Affiliates and the LLC harmless (i) for any taxes, liabilities or related

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obligations imposed upon the Manager, its partners, members and Affiliates or the LLC by reason of the transfer hereunder and (ii) from and against any and all losses, claims, damages, expenses and liabilities relating to or arising out of any breach of any representation, warranty, covenant or undertaking made by or on behalf of the Transferor herein.

Transfer of . The Transferee hereby agrees that the Interest may not be sold, exchanged, assigned, pledged or otherwise transferred unless in compliance with the requirements of Section 20 (Restriction of Transfer) of the LLC Agreement.

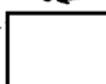
This Assignment Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto, but any further assignment of the Interest assigned hereby shall be subject to the requirements of Section 20 (Restrictions of Transfer) of the LLC Agreement.

Changes and This Assignment Agreement may not be amended, changed or otherwise modified except by a written instrument executed by both of the parties hereto.

This Assignment Agreement may be executed in counterparts, each of which shall be deemed an original but both of which together shall constitute but one instrument.

This Assignment Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

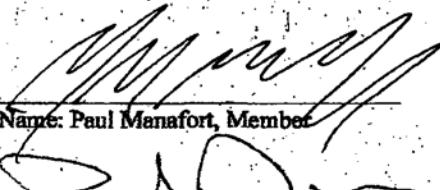


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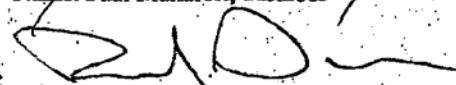
IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement as of the date first above written.

TRANSFEROR:

John Hannah, LLC

By: 

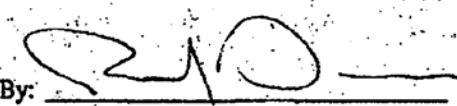
Name: Paul Manafort, Member

By: 

Name: Richard H. Davis, Member

TRANSFeree:

RKD Partners, LLC

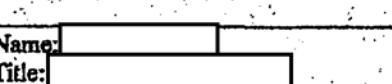
By: 

Name: Richard H. Davis
Title: Managing Member

MANAGER:

PEGASUS INVESTORS III, L.P.

By: PEGASUS INVESTORS III GP, L.L.C., its
general partner

By: 

Name:

Title:

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SCHEDULE I

<u>Commitment</u>	<u>Account Balance</u>
[Redacted]	[Redacted]

- (1) Represents 50% of John Hannah's interest in iGPS Co-investment, LLC
(2) Capital account balance is the FMV-GAAP basis as of 09/30/2010.

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EXHIBIT A

TO ASSIGNMENT AND ADMISSION

Pegasus Investors III, L.P. in its capacity as the manager of iGPS Co-Investment, LLC, a Delaware limited liability company (the "LLC"), hereby:

- (b) acknowledges receipt of a copy of the Assignment and Assumption of Limited Liability Company Interest in the LLC, dated as of December 31, 2011, which provides for the assignment by John Hannah, LLC (the " ") of 50% of its limited partnership interest in the Partnership (the "Interest") to RKD Partners, LLC (the " ");
- (c) consents to the foregoing assignment to the Transferee; and
- (d) consents to the admission of the Transferee as a member of the LLC.

Dated: As of _____, 2010

PEGASUS INVESTORS III, L.P.

By: PEGASUS INVESTORS III GP, L.L.C., *its
general partner*

By: _____

Name: _____

Title: _____

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EXECUTION COPY

ASSIGNMENT AND ASSUMPTION AGREEMENT

T-II HOLDINGS LLC

ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment Agreement") made as of December 31, 2010 by and between John Hannah, LLC (the "Transferor") and RKD Partners, LLC (the "Transferee"). Each capitalized term used and not defined herein shall have the meaning ascribed to such term in the LLC Agreement (as defined below).

WHEREAS, the Transferor is a party to the Third Amended and Restated Limited Liability Company Agreement, dated as of October 29, 2007 (the "LLC Agreement"), of T-II Holdings LLC (the "Company"), pursuant to which it is a Member of the Company holding 708.333 Preferred Units (the "Units");

WHEREAS, as of the date of this Assignment Agreement, the Transferor desires to Transfer to the Transferee 100% of the Units and the Transferee desires to accept such Transfer from the Transferor and agrees to assume all rights, obligations and liabilities of the Transferor with respect to the Units;

WHEREAS, the Transferee has received and read a copy of the LLC Agreement and is thoroughly familiar with its terms; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. of Units.

(a) Subject to the terms and provisions of this Assignment Agreement the Transferor hereby Transfers to the Transferee all of the Transferor's right, title and interest in the Units.

(b) The Transferor acknowledges and agrees that future valuations and distributions in respect of the Units may exceed the cash consideration paid for the Units.

2. of Obligations. The Transferee hereby assumes and agrees to (a) accept the Transfer of the Units and (b) become a Member and hereby assumes all rights, obligations and liabilities of the Transferor with respect to the Units.

3. with LLC Agreement. The Transferee agrees to observe and comply with the LLC Agreement and with all of the obligations and restrictions imposed on the Members of the Company.

4. The Transferor hereby agrees to pay all reasonable expenses (including, without limitation, reasonable legal and accounting expenses) incurred by the Company in connection with this Agreement and the transactions contemplated hereby.

5. The Transferor hereby agrees to indemnify and hold the Company, the Members and their Affiliates harmless (i) for any taxes, liabilities or related obligations imposed upon the Company, the Members and their Affiliates by reason of the Transfer hereunder and (ii) from and against any and all losses, claims, damages, expenses and liabilities relating to or arising out of any breach of any representation, warranty, covenant or

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undertaking made by or on behalf of the Transferor herein.

6. Transfer of Units. The Transferee hereby agrees that the Units may not be transferred unless in compliance with the requirements of the LLC Agreement.

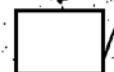
7. Effect. This Assignment Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto, but any further transfer of the Units assigned hereby shall be subject to the requirements of the LLC Agreement.

8. Changes and Modifications. This Assignment Agreement may not be amended, changed or otherwise modified except by a written instrument executed by both of the parties hereto.

9. This Assignment Agreement may be executed in counterparts, each of which shall be deemed an original but both of which together shall constitute but one instrument.

10. Law. This Assignment Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of New York.

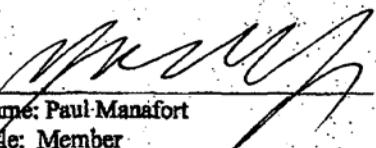
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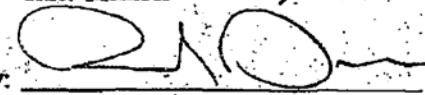
IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement as of the date first above written.

TRANSFEROR:

JOHN HANNAH, LLC

By: 

Name: Paul Manafort
Title: Member

By: 

Name: Richard H. Davis
Title: Member

TRANSFeree:

RKD Partners, LLC

By: 

Name: Richard H. Davis
Title: Managing Member

From: [REDACTED] AAW
To: [REDACTED]
Subject: FW: Fwd: Uranium scandal
Date: Wednesday, November 14, 2018 10:03:47 AM
Attachments: [REDACTED].pdf

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Andrew Weissmann
Special Counsel's Office
[REDACTED]

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NOTICE: This email (including any attachments) is intended for the use of the individual or entity to which it is addressed. It may contain information that is privileged, confidential, or otherwise protected by applicable law. If you are not the intended recipient (or the recipient's agent), you are hereby notified that any dissemination, distribution, copying, or use of this email or its contents is strictly prohibited. If you received this email in error, please notify the sender immediately and destroy all copies.

From: Green, Thomas C. [REDACTED]
Sent: Monday, October 29, 2018 11:20 AM
To: AAW [REDACTED]
Subject: FW: Fwd: Uranium scandal

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Here is Clinton stuff

Sent with BlackBerry Work
(www.blackberry.com)

From: Rick Gates [REDACTED]
Date: Monday, Oct 29, 2018, 9:24 AM
To: Green, Thomas C. [REDACTED]
Subject: Fwd: Uranium scandal

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For the SCO

Begin forwarded message:

From: [REDACTED]
Subject: Uranium scandal
Date: May 2, 2016 at 3:18:52 PM EDT
To: [REDACTED]

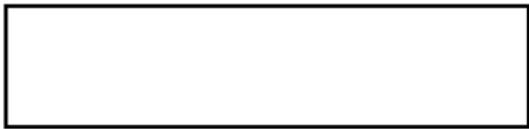
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[REDACTED]

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[REDACTED]

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This e-mail is sent by a law firm and may contain information that is privileged or confidential.
If you are not the intended recipient, please delete the e-mail and any attachments and notify us
immediately.

UNCLASSIFIED

Physical 1A/1C Cover Sheet for Serial Export

Created From:

b7E

Package:

Stored Location:

None

Summary:

(U) Interview Notes

Acquired By:

[Redacted]

b6

Acquired On:

2018-10-29

b7C

Attachment:

(U) Interview Notes

Donald J. Trump for President, Inc.
Payments made to Cambridge Analytica

Date	Amount
Total	

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UNCLASSIFIED

Physical 1A/1C Cover Sheet for Serial Export

Created From:

b7E

Package:

Stored Location:

None

Summary:

(U) Original Notes

Acquired By:

2018-10-09

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Acquired On:

(U) Original Notes

Attachment:

UNCLASSIFIED

Physical 1A/1C Cover Sheet for Serial Export

Created From:

b7E

Package:

Stored Location:

None

Summary:

(U) Original Notes from
the Interview

Acquired By:

b6

Acquired On:

2018-11-14

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Attachment:

(U) Original Notes

From: Rick Gates
To: [redacted]
Cc: Thomas C. Green
Subject: Fwd: Follow On
Date: Wednesday, November 14, 2018 11:15:52 PM
Attachments: [redacted]

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[redacted] Here is the background on [redacted] Probably more than you want but here you go.

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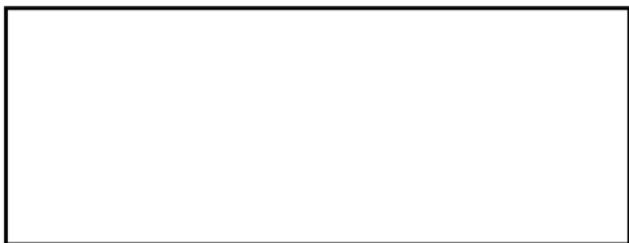
Begin forwarded message:

From: [redacted]
Subject: Follow On
Date: October 10, 2018 at 7:17:52 AM EDT
To: Rick Gates [redacted]

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[redacted] is attached. [redacted]
[redacted]
[redacted] says it
all...enjoy.

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From: Rick Gates
To: [REDACTED]
Cc: Thomas C. Green
Subject: Fwd: [REDACTED]
Date: Wednesday, November 14, 2018 11:03:25 PM

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[REDACTED]
This is the first of a few emails I have regarding [REDACTED] topic we discussed that I am forwarding to you. Thanks.

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Begin forwarded message:

From: [REDACTED]
Subject: [REDACTED]
Date: November 6, 2018 at 12:36:04 PM EST
To: Rick Gates

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[REDACTED]
From: [REDACTED] (WF) (FBI)
Sent: Tuesday, November 06, 2018 7:57 AM
To: [REDACTED] (OGC) (FBI) [REDACTED]
Subject: FW: Introduction

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Hi [REDACTED]
Just a quick update on this....I had passed it along to [REDACTED] on [REDACTED] since he is working a very extensive [REDACTED]. He read through it and is talking to his SSA and a couple of folks on his squad about what can be done. That said, I know he has some questions. Once he has the conversations he needs with his contacts, would it be ok for him to reach out directly to [REDACTED]? Just wanted to make sure, and also wanted to let you know we were working on this! Thanks so much!

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SA [REDACTED]
Squad [REDACTED]
FBI Washington Field Office, NVRA
[REDACTED]

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From: [REDACTED] (WF) (FBI)
Sent: Friday, October 26, 2018 5:49 AM

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To: [REDACTED] (OGC) (FBI) [REDACTED]

Cc: [REDACTED] (OGC) (FBI) [REDACTED]

Subject: RE: Introduction

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Hi [REDACTED]

So now that I can actually read the document and see the extent of what is here, this is probably going to take a little time to figure out the best place for it to land. I am going to see if I can get a hold of a couple of people here today to talk through it. I just want to make sure I get it to the best person/squad possible. I'll let you know as soon as I can figure it out and will do whatever I can to get it to the right folks. Thanks so much!!

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[REDACTED]

[REDACTED]

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UNCLASSIFIED

Physical 1A/1C Cover Sheet for Serial Export

Created From:



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Package:

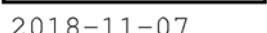
Stored Location:

None

Summary:

(U) Original Notes

Acquired By:



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Acquired On:

2018-11-07

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Attachment:

(U) Original Notes

From: Rick Gates [REDACTED]
To: K. Kilimnik [REDACTED]
Cc:
Bcc:
Subject: [REDACTED]
Date: Wed Mar 30 2016 06:57:16 EDT
Attachments: 160329 north memo.docx [REDACTED]

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KK-

I am attaching [REDACTED] regarding Paul and the Trump campaign.

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[REDACTED] I will call you shortly to confirm everything. Thanks.

MEMORANDUM

To: OVD
From: PJM
Subject: US Presidential Election
Date: March 30, 2016

I wanted to pass along some information to you and let you know that I have agreed to serve as a Senior Advisor to Donald Trump's campaign for President. As you have gathered, this is a historic race in the US and I believe Trump is well positioned to become the next President. He has done extremely well in securing the support of American voters based on a straight-forward policy platform of important issues including immigration, economy (trade), and foreign policy.

I am attaching a press announcement that was released by the campaign yesterday evening that explains my role in the Trump campaign. I am hopeful that we are able to talk about this development with Trump where I can brief you in more detail. I look forward to speaking with you soon.

Best,
Paul

Meeting with Friend

- Boy met with Tsar. There is a direct contact not through the circles. Boy constantly talks to PP and has become one of the important channels of communication with our Tsar.
- Tsar heard what Boy said: "There is an understanding what kind of role a strong OB could play in settling the situation."
- o The threat of OB's disintegration has passed. There is no internal conflict among the shareholders, but there are disagreements over the role of Kolesnikov. Friend: "Borya [Boris] will not be given power to run the party. It is better to agree to an acceptable 50/50 scheme of party control."

From: Tom Barrack Private
To: Paul Manafort
Sent: 3/24/2016 11:57:33 AM
Subject: Re: VIP Memos - 527 and Super PAC, Delegate projections and PJM Press Annt

PJ.

Did not reach him yesterday. Good luck. Keep in touch
Tom

Sent from my iPhone

On Mar 24, 2016, at 4:28 AM, Paul Manafort [REDACTED] wrote:

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Tom

I have attached one pagers for the 2 components of my strategy for upcoming primaries as well as delegate hunting where the states have help primaries but not selected delegates.

The 527 would be the lead in the latter states and would be used in conjunction with the SuperPac in the states where primaries are still to be held.

I have also attached my projections for upcoming primaries so that you can see how we pull this together. This document is conservative but realistic. It shows you clearly that we need to tighten the game over the next 2 months and really focus our efforts, message and tactics.

Finally, I have attached a copy of my proposed press release. I have [REDACTED] of the NY Times ready to do a positive story on the day we announce. I will figure out that day between tonight with DT and Monday when I have all day meetings with Lewandowski - the campaign manager, Glassner – the political director of the campaign and the [REDACTED] and delegate selection team.

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[REDACTED]
We should talk sometime between 2:00 and 5:00pm EST to review any last minute items. Let me know if this timeframe works for you.

Paul

From: Rick Gates [REDACTED]
Date: Wednesday, March 23, 2016 at 11:10 PM
To: Paul Manafort [REDACTED]
Subject: Re: Memos - 527 [REDACTED]

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P-

I had actually meant to take it out since some of the other bullets were more specific. See the attached version.

> On Mar 23, 2016, at 11:02 PM, Paul Manafort [REDACTED] wrote:

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>

> Rick

> super pac memo is fine

> 527 still has problem. See my concern

>

> On 3/23/16, 10:37 PM, "Rick Gates" [REDACTED] wrote:

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>

>> P-

>> Please review the two attached memos for 527's and Super PACs and let me know if we need to add anything. Thanks.

>>

>

> <527 Entities Summary[3].docx>

<527 Entities Summary FINAL.docx>

<Super PAC Entities Summary.docx>

<Delegate Scenarios Memo[2].docx>

Executive Summary

Utilizing a 527 Entity

Summary of Regulations of a 527

- A 527 is a non-profit organization which is granted tax-exempt status as a political committee
- A 527 is registered with the IRS (not the FEC) and must submit complete quarterly reports of contributions and expenses.
- There is public disclosure of contributors and donors.
- There are very few financial restrictions on 527s. There are no upper limits on contributions or spending.
- Any type of donor may contribute including foreign contributors, individuals, unions, and corporations.
- A 527 cannot coordinate with or contribute to any presidential candidate directly.

Benefits of a 527

- Once established, the 527 would run parallel operations for the delegate operation before and during the National Convention including:
 - Targeted advertising to delegates and alternates
 - Communications via social media, print, and other mechanisms
 - Real-time tracking of delegates, vote counts and allegiance.
 - Building and supporting the delegate operation infrastructure in each state
 - Legal services to protect the Trump campaign in each state if necessary
 - Hire staff

Establishing a 527

- The process to establish a 527 is straight-forward and requires the entity to register with the IRS by filing form 8871.
- At least one authorized person on behalf of the entity must file the registration.
- A 527 can be formed in a few days

Re: Creation of a Vehicle to Promote and Protect Trump For President
Delegates

This Memo deals with the creation of a vehicle that is focused on the protection of the Trump delegate election results from the State Primaries and Caucuses.

It identifies how we can organize a structure to assist the convention plan that deals with delegate operations. It is be a legal way to build the team that will be necessary while off loading the costs to a third party organization.

I am thinking about a 527 entity. I will get you a one pager on 527s. In essence they are recognized public education entities that have no disclosure requirements (although you have to assume that donors will become visible) and technically do not violate Trump's "no SuperPac pledge".

The 527 vehicle can cover a variety of political activity. My one pager will spell this out from a legal standpoint. The focus would be on the selection and education of delegates to a national convention. Technically, this is not considered "political activity" governed by the FEC.

We would create a 527 and call it something like Committee to Save the Republican Party. Its mission would focus on ensuring the will of the people exhibited in state primaries and caucuses is protected. It would also create a database on all delegates, their politics, preferences etc. This would be phone call driven.

The mission for the 527 would include activities related to delegates and based on needs like:

1. Need for a running VOTE COUNT;
2. Need for a knowledgeable point person in each state (not the Trump State Chair who will be the official reps of the campaign);
3. Need to build a delegate book with profiles on all of the delegates and alternatives to the Convention;
4. Need for a briefing on the 1009 delegates not yet selected (Primaries, Caucuses, Convention);
5. Need to identify where Trump delegate positions are being filled with non-Trump bodies (Tx, NY, PA). This is very important on procedural votes that will take place at the convention;
6. Need to get Trump supporters appointed to RULES and CREDENTIALS Committees in those states where we should control the delegations;
7. Need to build case for credentials challenges in OHIO, Tex, Ks and Oklahoma if needed;
8. Need to build our own REGIONAL and STATE Convention team (not the

- existing state chairs or co-ordinators).
9. Build a Legal Team to develop our legal case in all delegate matters and challenges to the Rules and Credentials Committees at the Convention.

The focus would be to target state parties and delegates to the National Convention. It would use mail, TV and analytics focused on the delegates

The information would help the Official Campaign Delegate Operations to understand the personalities and preferences of the delegates. The goal would be to create the framework that will conduct a focused message campaign towards each delegate, bypassing the Party delegation leadership.

This is my first blush at what could be organized. We would need to get some smart people involved. I envision a pollster, media group, analytics group and a strategist. As the Official Trump Campaign Convention Manager, I would work directly with them to the fullest degree allowed by the law.

You need to be aware that there can be specific types of contact between the 527 Committee and the DT campaign. If set up properly, with a focused mission and populated with the right people, it can be an effective tool to complement what is being done by the official DT campaign.

As for budget, I think 5m is probably sufficient, but the number will be affected by who we can get involved, Most of the money will be spent on delegate information gathering, state polls to id the best media messaging, an analytical analysis of all of the delegates. Direct mail to delegates will definitely be used to persuade delegates.

TV and radio can be additional tools to build out communications. This would affect the budget.

One other very important aspect would be to build a team of lawyers who are specialized in Rules fights and also are litigators. This team will be used to help frame our legal positions to present to challenges at the Rules Committee and Credentials Committee. Also, thy might be used to threaten or actually file lawsuits against parties who are violating the rules, or undermining the public vote.

While some of these lawsuits would be more tactical than legal they will be strategically important.

From: GDA
To: Green, Thomas C.
Cc: AAW; [REDACTED]
Subject: RE: RE:
Date: Friday, February 22, 2019 9:48:53 AM

b6
b7C

Thanks Tom.

From: Green, Thomas C. [REDACTED]
Sent: Friday, February 22, 2019 9:47 AM
To: GDA [REDACTED]
Subject: RE:

b6
b7C

[REDACTED] Will try to find Rick. I don't think there's any problem with you calling him directly. Standby

Sent with BlackBerry Work
(www.blackberry.com)

From: GDA [REDACTED]
Date: Friday, Feb 22, 2019, 10:32 AM
To: Green, Thomas C. [REDACTED] AAW [REDACTED]
Cc: [REDACTED]
Subject:

b6
b7C

Tom: We would like to have a short followup call with Rick this morning. Can you let us know if you and he are available?

Thanks, Greg

Greg D. Andres
Special Counsel's Office
[REDACTED]

b6
b7C

This e-mail is sent by a law firm and may contain information that is privileged or confidential.
If you are not the intended recipient, please delete the e-mail and any attachments and notify us
immediately.

)
[redacted]

)

)

From: Rick Gates [redacted]
Sent: Wednesday, June 14, 2017 4:09 PM
To: [redacted]
Subject: [redacted]

b6
b7c

[redacted]
[redacted]

On Jun 14, 2017, at 3:28 PM, [redacted] wrote:

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b7c

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

b6
b7c

From: Rick Gates [redacted]
Sent: Wednesday, June 14, 2017 3:02 PM
To: [redacted]
Cc: [redacted]
Subject: [redacted]

b6
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[redacted]
[redacted]

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[redacted]

[redacted]

Rick

[redacted]

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b7C

The Washington Post

Politics

At height of Russia tensions, Trump campaign chairman Manafort met with business associate from Ukraine

By Rosalind S. Helderman, Tom Hamburger and Rachel Weiner June 19, 2017

In August, as tension mounted over Russia's role in the U.S. presidential race, Donald Trump's campaign chairman, Paul Manafort, sat down to dinner with a business associate from Ukraine who once served in the Russian army.

Konstantin Kilimnik, who learned English at a military school that some experts consider a training ground for Russian spies, had helped run the Ukraine office for Manafort's international political consulting practice for 10 years.

At the Grand Havana Room, one of New York City's most exclusive cigar bars, the longtime acquaintances "talked about bills unpaid by our clients, about [the] overall situation in Ukraine . . . and about the current news," including the presidential campaign, according to a statement provided by Kilimnik, offering his most detailed account of his interactions with the former Trump adviser.

Kilimnik, who provided a written statement to The Washington Post through Manafort's attorney, said the previously unreported dinner was one of two meetings he had with Manafort on visits to the United States during Manafort's five months working for Trump. The first encounter was in early May 2016, about two weeks before the Trump adviser was elevated to campaign chairman.

The August dinner came about two weeks before Manafort resigned under pressure amid reports that he had received improper payments for his political work in Ukraine, allegations that he has denied.

Kilimnik is of interest to investigators on the Senate Intelligence Committee, which is examining possible links between the Trump campaign and Russia, said a person familiar with the inquiry.

Kilimnik's name also appeared this spring in a previously undisclosed subpoena sought by federal prosecutors looking for information "concerning contracts for work . . . communication or other records of correspondence" related to about two dozen people and businesses that appeared to be connected to Manafort or his wife, including some who worked with Manafort in Kiev.

The subpoena was issued by a federal grand jury in the Eastern District of Virginia, where, until recently, Manafort's business was headquartered. The subpoena did not specify whether it was related to the FBI's investigation of Russian interference in the U.S. election or a separate inquiry into Manafort's business activities. Investigators in the Eastern District of Virginia have been assisting with the Russia investigation.

In Ukraine, Kilimnik's political adversaries have said he may be working with Russian intelligence. U.S. officials have not made that charge.

Kilimnik rejected the allegation, telling The Post in his written statement that he has "no relation to the Russian or any other intelligence service."

His dinner with Manafort came as Trump's campaign chairman was facing mounting questions about his work in Ukraine and his business ties to allies of Russian President Vladimir Putin.

Kilimnik said his meetings with Manafort were "private visits" that were "in no way related to politics or the presidential campaign in the U.S." He said he did not meet with Trump or other campaign staff members, nor did he attend the Republican National Convention, which took place shortly before the Grand Havana Room session. However, he said the meetings with Manafort included discussions "related to the perception of the U.S. presidential campaign in Ukraine."

Manafort spokesman Jason Maloni said that Kilimnik was a "longtime business associate" who would have naturally been in touch with Manafort. Manafort told Politico, which first reported his relationship with Kilimnik, that his conversations included discussions about the cyberattack on the Democratic National Committee and the release of its emails.

"It would be neither surprising nor suspicious that two political consultants would chat about the political news of the day, including the DNC hack, which was in the news," Maloni said.

He added, "We're confident that serious officials will come to the conclusion that Paul's campaign conduct and interaction with Konstantin during that time was perfectly permissible and not in furtherance of some conspiracy."

Before joining Trump's campaign, Manafort had built a practice in Ukraine as an adviser to the Russia-friendly Party of Regions and helped elect former president Viktor Yanukovych, who was ousted in 2014 and fled to Russia. Manafort kept his Kiev office open until mid-2015.

Federal investigators have shown an interest in Manafort on several fronts beyond his work on behalf of Trump.

Subpoenas in New York have sought information about Manafort's real estate loans, according to NBC News. Justice Department officials also are exploring whether Manafort should have more fully disclosed his work for foreign political parties, as required by federal law.

Former FBI director Robert S. Mueller III has been appointed special counsel to oversee the Russia inquiry, and people familiar with his work said his office has now taken over investigations of Manafort's conduct unrelated directly to the Russia probe.

A spokesman for the Eastern District of Virginia declined to discuss the subpoena there. A spokesman for Mueller also declined to comment.

Manafort's relationship with Kilimnik shows the challenge facing investigators as they seek to determine whether contacts between Russian allies and Trump associates during the height of Russian interference in the campaign amounted to collusion or reflected routine interactions between people with relationships unrelated to the campaign.

Kilimnik said he grew up in southeastern Ukraine, which was then part of the Soviet Union. He said he moved to Moscow in 1987, when he was 17, and enrolled in the Military Institute of the Ministry for Defense, an elite academy for training military translators.

Kilimnik said he was trained in English and Swedish and spent the early 1990s serving as a military translator, including in 1993 on a trade mission of a Russian arms company.

He said the GRU, the military intelligence service that U.S. officials have linked to the 2016 cyberattacks, did not recruit from his language academy.

"No one ever spoke to me ever about doing any intelligence work --- neither Russians or Ukrainians or any other foreign country," he said.

Some experts disputed Kilimnik's description of the Moscow academy.

Stephen Blank, a Russia expert at the American Foreign Policy Council, a Washington think tank, and a longtime former instructor at the U.S. Army War College, called the institute a "breeding ground" for intelligence officers.

Mark Galeotti, a Russia security specialist at the Institute of International Relations, a Prague-based foreign policy think tank, said the school is one of the "favored recruiting grounds" of the GRU.

In 1995, amid uncertainty in the post-Soviet economy, Kilimnik said he needed money and took a job as a translator for the International Republican Institute, a pro-democracy group affiliated with the U.S. Republican Party.

People who worked with Kilimnik said he was proficient in several languages and a savvy reader of people.

"I relied on him," said Sam Patten, who was Kilimnik's boss at the Moscow office of IRI from 2001 to 2004.

At the time, Kilimnik openly discussed his work in the Russian army, said Phil Griffin, a political consultant who hired him at the IRI. "He was completely upfront about his past work with Russian military intelligence," Griffin said. "It was no big deal."

Julia Sibley, a spokeswoman for the IRI, confirmed that Kilimnik worked for the organization a decade ago but declined to provide additional information.

In 2005, Griffin, who had left Moscow to work for Manafort in Ukraine, invited Kilimnik to join him there, according to both men.

Kilimnik said he has worked largely in Ukraine ever since, although he declined to say whether he has become a Ukrainian citizen.

Kilimnik's role for Manafort grew over time. Beyond his work as a translator, Kilimnik would "help Manafort understand the political context and why people were doing what they were doing," Patten said.

People familiar with Kilimnik's work in Ukraine for Manafort say his assignments included meeting with powerful Ukrainian politicians and serving as a liaison to Russian aluminum magnate Oleg Deripaska, who is close to Putin and did business with Manafort.

A spokeswoman for Deripaska did not respond to a request for comment.

In August, Volodymyr Ariev, a member of the Ukrainian parliament who represents a party that opposed Manafort's clients, requested that Ukraine's top prosecutor investigate whether Kilimnik had worked with Russian intelligence services.

A spokeswoman for the prosecutor did not respond to questions from The Post. The prosecutor's office told Politico in March that Kilimnik was "not being processed now as a witness, suspect or accused."

Others viewed Kilimnik as more aligned with Washington than Moscow.

Oleg Voloshin, who served as a spokesman for the foreign minister of Ukraine under Yanukovych, said Manafort and Kilimnik were pushing Yanukovych to ally with Europe rather than Russia, which angered some in Yanukovych's party.

"Kilimnik was always trying to promote this message — if you want to be successful here, you want to look westward," Voloshin said.

Kilimnik was also well known at the U.S. Embassy, and officials there and at other western embassies appeared to trust him, meeting with him frequently to discuss Ukrainian politics, said people familiar with his work.

"He's not working for the Russians," said a foreign policy expert close to Republicans who was working in Ukraine at the time. "If anything, he's working for us."

Alice Crites, Devlin Barrett and Matt Zapotosky in Washington and Andrew Roth in Moscow contributed to this report.

FBI (19cv1278)-10363

EX 3

From: Rick Gates
Sent: Monday, March 16, 2015 11:01 AM
To: [REDACTED]
Cc: [REDACTED]
Subject: Re: DMP International - Open items

b6
b7c

I had to order hard copies of the older statements and should receive them in 5-7 business days. As soon as they arrive I will scan and send to [REDACTED] and you. Thanks very much.

Regards,
Rick

On Mar 16, 2015, at 10:55 AM, [REDACTED] wrote:

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b7C

Thanks

From: Rick Gates [REDACTED]
Sent: Monday, March 16, 2015 10:33 AM
To: [REDACTED]
Cc: [REDACTED]
Subject: Re: DMP International - Open items

b6
b7C

Ok - thank you. I am getting the historical statements from

will let you know if anything changes. Thanks,

b6
b7c

On Mar 16, 2015, at 9:57 AM, [REDACTED] wrote:

152 Rick

Please see below. (Also, what is the status o

Thanks

From: Rick Gates [REDACTED]
Sent: Monday, March 16, 2015 9:55 AM

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b7c

To: [REDACTED]
Cc: [REDACTED]
Subject: Re: DMP International - Open items

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b7C

[REDACTED]
Here are additional responses in green at the bottom below.

On Mar 7, 2015, at 6:57 AM, [REDACTED]
[REDACTED] wrote:

b6
b7C

Hi Rick

Just checking in to see how you guys are coming along with these pending matters. UBS needs this return for the Trump financing.

Thanks

From: Rick Gates [REDACTED]
Sent: Tuesday, March 03, 2015 12:24 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: Re: DMP International - Open items

b6
b7C

[REDACTED]
See some of the responses in red below. I will continue working on the rest. Thanks.

On Mar 2, 2015, at 11:35 AM, [REDACTED]
[REDACTED] wrote:

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b7C

Hi [REDACTED] and Rick

Thanks for sending the DMP reports. After our initial review, we have the following questions/comments:



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EX 2

Search Results Report

Summary	1 document (selected by user) from search "plymouth consultants"
Report Date	03/12/2018 2:08 PM EDT
Generated By	[redacted]
Case Name	Special Counsel - HEW
POF Directory	[redacted]
Input File	input_urn
Total email message count	1
Total loose file count	0
Total email message failed count	0
Total file conversion failed count	0

b6
b7C
b7E

Document ID: 0.7.4249.1474863

From: Paul Manafort [REDACTED]
To: Rick Gates [REDACTED]
Cc:
Bcc:
Subject: FW: Contract
Date: Fri Mar 02 2012 05:47:00 EST
Attachments: Consultancy Agreement.PDF
ATT00001.txt

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b7C

Rick

Please have the appropriate party sign this contract this morning so that it can go out asap. Once you get the signed version you can forward directly to [REDACTED] and copy me.

p



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b7A
b7C

Document ID: 0.7.4249.1474863-000001

Owner: Paul Manafort [REDACTED]

Filename: Consultancy Agreement.PDF

Last Modified: Fri Mar 02 05:47:00 EST 2012

b6
b7C

Document ID: 0.7.4249.1474863-000002

Owner: Paul Manafort [REDACTED]

Filename: ATT0001.txt

Last Modified: Fri Mar 02 05:47:00 EST 2012

b6
b7C

>

From: [REDACTED]
To: Rick Gates [REDACTED]
Cc:
Bcc:
Subject: Cyprus Companies
Date: Fri May 02 2014 04:27:39 EDT
Attachments:

b6
b7C

Dear Rick,

I trust my email finds you well.

Are you planning a visit to Cyprus in the near future?

Kindly note that all 16 of the Cyprus have been recorded up to 31/12/2013. The next steps now are as follows:

1. To decide how all incoming/ out coming transactions should be introduced. It seems that in most cases these should be introduced as loans as discussed in the past. Prior to proceeding though we would just like to confirm the below:

- a) Telmar Investments Limited: There have been various incoming transactions from Telmar in respect to most of the Companies. Some transactions are accompanied by a consultant agreement. I assume that the consultant agreement should be canceled and a loan agreement should be set instead. Please confirm.
- b) Novirex Sales LLP (UK): Again various incoming transactions in respect to most of the Companies. A loan agreement needs to be provided between Novirex and Cyprus Company. Please advise.
- c) Mistaro Ventures Limited: An incoming transaction from Mistaro to Lucicle Consultants Limited. A loan agreement needs to be provided between the two. Please advise.
- d) Sea Chaika Corporation: Funds have been received by Leviathon from Sea Chaika. A loan agreement needs to be provided. Please advise.
- e) Taunton Business Limited: Funds have been received by Global Highway from Taunton. A loan agreement needs to be provided. Please advise.
- f) Miller Chevalier Chartered: Funds have been received by Global Highway from Miller Chevalier. A loan agreement needs to be provided. Please advise.

g) View Point Trade LLP: Funds have been received by Global Highway from View Point. A loan agreement needs to be provided. Please advise.

h) Bedel Ventures Limited: Funds have been received by Bletilla Ventures Limited from Bedel Ventures. A loan agreement needs to be provided. Please advise.

i) Dresler Holdings Limited: Funds have been received by Black Sea View Limited from Dresler. A loan agreement needs to be provided. Please advise.

[redacted]

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[redacted]

2. Outward payments:

All outward payments to various Non Cyprus entities should be introduced as loan disbursements to Jesand LLC. Please advise.

Once we decide with the above treatments we shall prepare excel spreadsheets with the tax exposures of each Company for your review. After that we shall instruct [redacted] to prepare the relevant agreements.

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We look forward to your prompt response.

Kind regards,

[redacted]
[redacted]
[redacted]
[redacted]

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* Please consider the environment before printing

.....

UNCLASSIFIED

Physical 1A/1C Cover Sheet for Serial Export

Created From:

b7E

Package:

Stored Location:

None

Summary:

(U) Original Notes

Acquired By:

2018-03-12

b6
b7C

Acquired On:

(U) Original Notes

Attachment:

FD-340c(4-11-03)

File Number

Field Office Acquiring Evidence S CO

Serial # of Originating Document

Date Received 3/12/18From Richard Gates

(Name of Contributor/Interviewee)

(Address)

By SA

b6

b7C

To Be Returned Yes NoReceipt Given Yes NoGrand Jury Material - Disseminate Only Pursuant to Rule 6 (e)
Federal Rules of Criminal Procedure Yes No

Federal Taxpayer Information (FTI)

 Yes No

Title:

Reference:

(Communication Enclosing Material)

Description: Original notes re interview ofRichard Gates

b7E

FBI (19cv1278)-10386

(A)

POMPOLO LIMITED

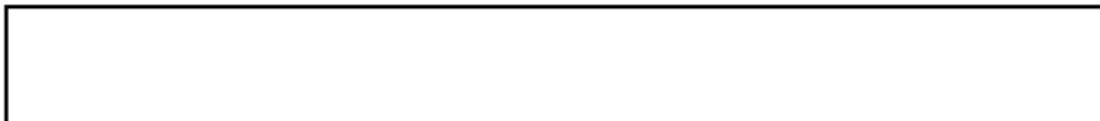
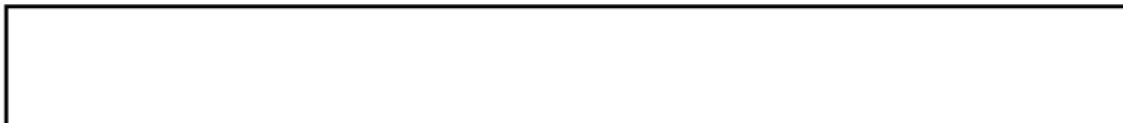
February 12, 2014



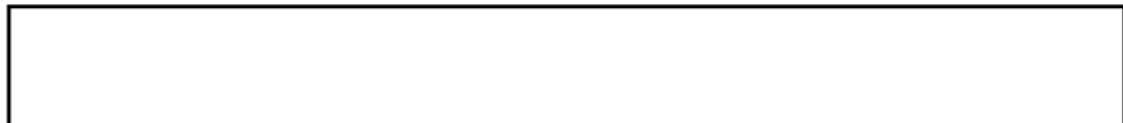
b6
b7C

Dear [redacted]

b6
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b6
b7C

Sincerely,

A handwritten signature in black ink.

Rick Gates

(B)

Subject: Draft
To: "Rick Gates personal email" [redacted]
From: [redacted]
Sent: Thu, 27 Feb 2014 02:05:00 +0000

b6
b7C

Dear [redacted]

b6
b7C

[redacted]

b6
b7C

[redacted]

b6
b7C

Sincerely,

[redacted]

b6
b7C



FBI (19cv1278)-10395

From: paul manafort
To: rick gates

Cc:
Bcc:
Subject: print out and bring to our SCh meeting
Date: Tue Aug 02 2016 09:29:18 EDT
Attachments: 0.7.3801.371492-000001.xlsx

b6
b7C

Document ID: 0.7.4249.179465-000001

Owner: paul Manafort

Filename: 0.7.3801.371492-000001.xlsx

Last Modified: Tue Aug 02 09:29:18 EDT 2016

b6

b7C

STA	DMA1516	MNAME1516	Decided GOP Generic Prez Ballot as of 6-16	Decided DJT Vote as of 6-16
AZ	790	ALBUQUERQUE-SANTA FE		
AZ	753	PHOENIX (PRESCOTT)	48.1%	48.3%
AZ	789	TUCSON (SIERRA VISTA)	54.4%	51.7%
AZ	771	YUMA-EL CENTRO		
CO	790	ALBUQUERQUE-SANTA FE		
CO	752	COLORADO SPRINGS-PUEBLO	59.3%	57.8%
CO	751	DENVER	43.2%	43.5%
CO	773	GRAND JUNCTION-MONTROSE	72.2%	71.1%
FL	571	FT. MYERS-NAPLES	59.5%	57.8%
FL	592	GAINESVILLE		
FL	561	JACKSONVILLE	65.9%	63.2%
FL	528	MIAMI-FT. LAUDERDALE	27.4%	26.4%
FL	686	MOBILE-PENSACOLA (FT WALT)	78.0%	65.9%
FL	534	ORLANDO-DAYTONA BCH-MELBRN	51.2%	48.9%
FL	656	PANAMA CITY		
FL	530	TALLAHASSEE-THOMASVILLE		
FL	539	TAMPA-ST. PETE (SARASOTA)	53.8%	53.5%
FL	548	WEST PALM BEACH-FT. PIERCE	50.6%	48.9%
GA	525	ALBANY, GA	60.7%	53.5%
GA	524	ATLANTA	48.1%	47.7%
GA	520	AUGUSTA-AIKEN	47.4%	46.0%
GA	575	CHATTANOOGA		
GA	522	COLUMBUS, GA (OPELIKA, AL)		
GA	606	DOOTHAN		
GA	567	GREENVLL-SPART-ASHEVLL-AND		
GA	561	JACKSONVILLE		
GA	503	MACON	63.9%	62.8%
GA	507	SAVANNAH	67.5%	64.3%
GA	530	TALLAHASSEE-THOMASVILLE		
IA	637	CEDAR RAPIDS-WTRLO-IWC&DUB	36.4%	37.6%
IA	682	DAVENPORT-R.ISLAND-MOLINE	55.0%	47.7%
IA	679	DES MOINES-AMES	49.4%	49.4%
IA	652	OMAHA	68.7%	66.7%
IA	631	OTTUMWA-KIRKSVILLE		
IA	717	QUINCY-HANNIBAL-KEOKUK		
IA	611	ROCHESTR-MASON CITY-AUSTIN		
IA	624	SIOUX CITY	59.0%	56.6%
IA	725	SIOUX FALLS(MITCHELL)		
IN	648	CHAMPAIGN&SPRNGFLD-DECATUR		

IN	602	CHICAGO		41.5%		46.6%
IN	515	CINCINNATI				
IN	649	EVANSVILLE		59.7%		49.4%
IN	509	FT. WAYNE		58.3%		53.8%
IN	527	INDIANAPOLIS		51.9%		52.3%
IN	582	LAFAYETTE, IN				
IN	529	LOUISVILLE		66.7%		64.0%
IN	588	SOUTH BEND-ELKHART		43.8%		47.7%
IN	581	TERRE HAUTE		48.1%		45.5%
ME	537	BANGOR		46.7%		48.2%
ME	500	PORTLAND-AUBURN		41.0%		44.3%
ME	552	PRESQUE ISLE				
MI	583	ALPENA				
MI	505	DETROIT		44.9%		44.0%
MI	676	DULUTH-SUPERIOR				
MI	513	FLINT-SAGINAW-BAY CITY		44.3%		51.8%
MI	563	GRAND RAPIDS-KALMZOO-B.CRK		53.8%		52.9%
MI	658	GREEN BAY-APPLETON				
MI	551	LANSING		45.6%		40.0%
MI	553	MARQUETTE				
MI	588	SOUTH BEND-ELKHART				
MI	547	TOLEDO				
MI	540	TRAVERSE CITY-CADILLAC		48.8%		52.8%
MN	676	DULUTH-SUPERIOR		45.8%		44.7%
MN	724	FARGO-VALLEY CITY		45.8%		58.1%
MN	702	LA CROSSE-EAU CLAIRE				
MN	737	MANKATO				
MN	613	MINNEAPOLIS-ST. PAUL		43.6%		42.9%
MN	611	ROCHESTR-MASON CITY-AUSTIN		40.0%		36.1%
MN	725	SIOUX FALLS(MITCHELL)				
MO	604	COLUMBIA-JEFFERSON CITY		52.6%		48.8%
MO	603	JOPLIN-PITTSBURG		63.1%		65.2%
MO	616	KANSAS CITY		53.8%		52.3%
MO	652	OMAHA				
MO	631	OTTUMWA-KIRKSVILLE				
MO	632	PADUCAH-CAPE GIRARD-HARSBG				
MO	717	QUINCY-HANNIBAL-KEOKUK				
MO	619	SPRINGFIELD, MO		69.2%		69.9%
MO	638	ST. JOSEPH				
MO	609	ST. LOUIS		48.1%		45.3%
NC	524	ATLANTA				
NC	517	CHARLOTTE		52.4%		50.6%
NC	575	CHATTANOOGA				
NC	518	GREENSBORO-H.POINT-W.SALEM		50.6%		51.1%
NC	545	GREENVILLE-N.BERN-WASHNGTN		60.5%		57.5%

NC	567	GREENVLL-SPART-ASHEVLL-AND		53.8%		51.7%
NC	570	MYRTLE BEACH-FLORENCE				
NC	544	NORFOLK-PORTSMTH-NEWPT NWS				
NC	560	RALEIGH-DURHAM (FAYETVLL)		42.4%		40.4%
NC	550	WILMINGTON		45.2%		56.5%
NH	506	BOSTON (MANCHESTER)		47.5%		47.1%
NH	523	BURLINGTON-PLATTSBURGH		28.2%		30.6%
NH	500	PORLTND-AUBURN				
NV	839	LAS VEGAS		45.8%		44.4%
NV	803	LOS ANGELES				
NV	811	RENO		55.0%		52.9%
NV	770	SALT LAKE CITY				
OH	564	CHARLESTON-HUNTINGTON				
OH	515	CINCINNATI		46.9%		46.5%
OH	510	CLEVELAND-AKRON (CANTON)		47.4%		45.9%
OH	535	COLUMBUS, OH		45.6%		42.4%
OH	542	DAYTON		58.4%		54.8%
OH	509	FT. WAYNE				
OH	558	LIMA				
OH	597	PARKERSBURG				
OH	547	TOLEDO		51.3%		49.4%
OH	554	WHEELING-STEUBENVILLE				
OH	536	YOUNGSTOWN		44.4%		37.9%
OH	596	ZANESVILLE				
PA	514	BUFFALO				
PA	565	ELMIRA (CORNING)				
PA	516	ERIE		47.3%		54.3%
PA	566	HARRISBURG-LNCSTR-LEB-YORK		53.8%		53.9%
PA	574	JOHNSTOWN-ALTOONA-ST COLGE		64.5%		59.0%
PA	501	NEW YORK				
PA	504	PHILADELPHIA		38.1%		38.2%
PA	508	PITTSBURGH		48.8%		51.1%
PA	511	WASHINGTON, DC (HAGRSTWN)				
PA	577	WILKES BARRE-SCRANTON-HZTN		52.3%		51.1%
PA	536	YOUNGSTOWN				
VA	559	BLUEFIELD-BECKLEY-OAK HILL				
VA	584	CHARLOTTESVILLE				
VA	518	GREENSBORO-H.POINT-W.SALEM				
VA	569	HARRISONBURG				
VA	544	NORFOLK-PORTSMTH-NEWPT NWS		39.5%		40.0%
VA	560	RALEIGH-DURHAM (FAYETVLL)				
VA	556	RICHMOND-PETERSBURG		45.0%		41.9%
VA	573	ROANOKE-LYNCHBURG		53.1%		51.8%
VA	531	TRI-CITIES, TN-VA				
VA	511	WASHINGTON, DC (HAGRSTWN)		36.1%		35.6%

WI	676	DULUTH-SUPERIOR		
WI	658	GREEN BAY-APPLETON	53.2%	51.7%
WI	702	LA CROSSE-EAU CLAIRE	40.7%	40.9%
WI	669	MADISON	30.0%	27.9%
WI	553	MARQUETTE		
WI	617	MILWAUKEE	46.7%	45.2%
WI	613	MINNEAPOLIS-ST. PAUL	63.3%	63.4%
WI	705	WAUSAU-RHINELANDER	52.3%	50.0%