

REPORT OF INVESTIGATION
TO
THE REPUBLICAN PARTY OF FLORIDA

Special Counsel:

ALSTON & BIRD LLP

Scott Hilsen, Esq.
Michael Brown, Esq.

September 11, 2010

RESTRICTIONS ON USE OF REPORT

This Report has been prepared by Alston & Bird LLP (also referred to herein as “us,” “we,” or “Counsel”) solely for the Republican Party of Florida (“RPOF”). The Report summarizes the procedures performed and the factual findings and conclusions reached by Alston & Bird in connection with our retention by the RPOF to provide legal and investigative services. Our services do not constitute an engagement to provide tax, auditing or accounting services, opinions, or advice. All factual findings and conclusions contained herein are expressly limited for the stated purpose of this engagement, and are not intended to be used for any other purpose, including for any civil, administrative, or criminal proceedings. In preparing this Report, we have relied upon and considered information believed to be reliable and accurate. Alston & Bird will not be responsible for any losses suffered by any person as a result of the use of this Report contrary to this paragraph, or in respect to any errors, omissions, or misstatements contained in this Report, including those arising from information provided to us.

TABLE OF CONTENTS

A.	RETENTION OF ALSTON & BIRD.....	1
B.	SCOPE OF INVESTIGATION	2
C.	PROTOCOL OF INVESTIGATION	3
D.	SUMMARY OF FACTUAL CONCLUSIONS	3
E.	BACKGROUND	4
F.	RPOF POLICIES AND PRACTICES REGARDING EXPENSES.....	7
1.	Employee Manual	7
a.	Credit Cards	7
b.	Expense Reports.....	8
c.	Travel Policy and Expenses	8
d.	Use of Vendors/Consultants	8
2.	Voucher for Reimbursement of Travel and Miscellaneous Expenses	9
3.	Internal Controls and Practices Regarding Expenses	9
G.	FINDINGS AND CONCLUSIONS REGARDING EXPENSES.....	11
1.	Primarily Not Related to RPOF Business.....	12
a.	Expenses That Have Been Repaid to the RPOF.....	12
b.	Expenses That Have Not Been Repaid to the RPOF.....	14
i.	Expenses Agreed to be Repaid by Greer	14

TABLE OF CONTENTS (Continued)

ii.	Victory Strategies.....	16
iii.	Baer Air.....	19
iv.	Other Miscellaneous Expenses	23
2.	Probably Not Related to RPOF Business.....	32
a.	Groundgame Consulting LLC.....	32
b.	Delmar Johnson’s 2009 Bonuses	34
c.	Other Miscellaneous Expenses	35
3.	Other Noteworthy Items	38
a.	Greer’s Expenses for the January 2009 Annual Meeting	38
b.	Sansom’s Expenses for Flowers	38
c.	Restaurants and Convenience Stores	39
d.	Consultants.....	39

A. RETENTION OF ALSTON & BIRD

On or about March 29, 2010, Alston & Bird was retained by the RPOF to conduct an independent internal investigation after the RPOF's independent auditor, Thomson Brock Luger & Company ("TBL"), completed an expanded 2009 annual audit and was unable to verify the legitimacy of certain business-related expenditures incurred by the RPOF. As a result, TBL was not able to issue a qualified or an unqualified opinion concerning the RPOF's 2009 fiscal year financial statements.¹

TBL had been engaged to audit and express an opinion regarding the 2009 combined financial statements of the RPOF and the Florida Republican Building Fund, Inc.² These financial statements consist of (i) a combined statement of assets, liabilities and net assets, and (ii) a combined statement of revenue, expenses and changes in net assets. Following its 2009 year-end audit, TBL was unable to form an opinion regarding the amounts recorded as expenses in the combined statement of revenue, expenses and changes in net assets due to a lack of adequate documentation for certain cash disbursements. In particular, management of the RPOF was unable to provide adequately detailed documentation to support the authenticity of business-related expenses paid and authorized from RPOF credit card transactions and from reimbursements incurred by Jim Greer (former RPOF Chairman) and Delmar Johnson (former RPOF Executive Director) for travel, meals, and entertainment expenses. TBL identified this lack of documentation to be a material weakness because it did not provide necessary detail to allow an independent reviewer to render a conclusion that the expenses were ordinary and necessary to conduct business for the RPOF.

Accordingly, the RPOF retained Alston & Bird to conduct an internal investigation to determine whether sufficient documentation or other evidence exists to support or refute the legitimacy of certain business-related expenditures incurred during 2009 so that TBL might be able to issue an opinion on the 2009 year financial statements. Alston & Bird was also asked to conduct a similar examination of expenses incurred by the RPOF during 2007 and 2008, and to provide the RPOF with its conclusions as to what amounts incurred during 2007-2009 were not business related. Lastly, Alston & Bird was asked to recommend governance controls, policies, and other practices regarding the incurrence and payment of business-related expenses, which Alston & Bird will provide to the RPOF in a separate privileged and confidential communication.

Before being retained, Alston & Bird had no relationship with the RPOF or with any of its officers or employees, and Alston & Bird had never provided any services to the RPOF. Alston & Bird does not maintain any offices in the State of Florida, and as a firm it has not made any monetary or in-kind donations to any political party in Florida. Alston & Bird additionally conducted an analysis to determine if any conflicts of interest might arise from its representation of the RPOF, and no actual or potential conflicts were identified at that time. Alston & Bird also had no prior relationship with any of the individuals we interviewed.

¹ The RPOF is required to have an annual public audit, pursuant to §103.121(2), Florida Statutes.

² The RPOF's external auditor for 2005-2008 was Purvis Gray & Co.

B. SCOPE OF INVESTIGATION

Our investigation was intended to examine expenses incurred by the RPOF as a result of (i) charges on the RPOF's corporate American Express credit cards; (ii) reimbursements made by the RPOF to individuals who incurred a purported business expense; and (iii) payments made by the RPOF to vendors and/or consultants. We also examined certain bonus payments made to Delmar Johnson during 2009.

The RPOF, with our consultation and concurrence, decided to limit our review of expenses to those that occurred between 2007 and 2009. This timeframe was selected for several reasons. First, expenses incurred before 2007 would not likely impact TBL's ability to render an opinion regarding the RPOF's 2009 financial statements. Second, the RPOF did not raise issues or questions to us about pre-2007 expenditures. Third, we believe that it would be difficult for individuals to recall details or locate documents regarding expenditures that are more than three years old. Fourth, the level of overall spending prior to 2007 was far less than the level of spending between 2007 and 2009. Finally, we believe that the costs of examining pre-2007 expenditures would likely outweigh the benefit to the RPOF of reviewing those expenses.

Between 2007 and 2009, the RPOF issued American Express credit cards to approximately thirty individuals.³ These individuals included senior officers (including the Chairpersons), legislators, staff, and fundraisers. The total amounts charged on individuals' credit cards between 2007 and 2009 varied greatly, from a high of \$2,060,713.20 to a low of \$411.88. It is important to note in this regard that the amount of the charges is in no way reflective of the legitimacy of the charges. For instance, the RPOF used the credit cards of the Executive Directors to pay for state-wide annual and quarterly meetings, which amounted to hundreds of thousands of dollars being charged. At times, the credit cards also were used for operational charges, such as telecommunication and information technology expenses.⁴

The RPOF, again with our consultation and concurrence, chose to limit our investigation of the American Express credit card charges to cardholders who incurred an aggregate of \$50,000 or more in charges from 2007 through 2009. There were fifteen cardholders with total charges of \$50,000 or more during this three-year period. We believe that this limitation was reasonable for at least three reasons. First, the expenses charged by these cardholders represent 96.5% of all American Express charges on RPOF cards during this timeframe.⁵ Second, any excluded charges would be quantitatively immaterial and not worth the cost of examining those charges. Third, no one raised any issue about any cardholder who was excluded from this review. Importantly, the RPOF did not preclude us from examining any charges that we deemed relevant but that fell

³ The RPOF had issued credit cards prior to 2007.

⁴ We note that during the investigation the RPOF publicly disclosed all of the American Express credit card statements for cardholders between 2007 and 2009.

⁵ A chart of all cardholders between 2007 and 2009 and the total amounts charged in descending order is provided at Attachment A to this Report.

outside of these parameters. As a result, had anyone that we interviewed raised an issue regarding pre-2007 expenditures or regarding expenditures by someone who did not charge more than \$50,000 during the time period, we would have examined those expenses. That did not occur. For that reason, we believe that the date and amount limitations were appropriate.

The RPOF did not place any monetary scope limitations on our examination of expense reimbursements or vendor/consultant payments. The RPOF also did not place any limitations on who we could interview, what documents we could review, the timing of the investigation, or the cost of the investigation. We believe that we had the necessary access and information to complete this investigation as intended.

C. PROTOCOL OF INVESTIGATION

During the investigation, Alston & Bird interviewed 26 individuals (many more than once), including current and former officers and employees of the RPOF, the RPOF's external accountants and compliance accountants, and third party vendors and consultants. With one exception, we were able to interview and/or obtain information from everyone we asked either directly or indirectly through their counsel. The only third party who refused to meet with us and to provide the information we requested was Bill Baer, the owner of Baer Air, which provides private air transportation and maintains, or maintained, a plane owned by Jim Greer. See below at Section G.1.b.iii. for details involving Baer Air.

Alston & Bird obtained approximately 150,000 pages of documents from the RPOF and other sources, and we reviewed relevant emails, financial statements, policies and procedures, expense reimbursements, receipts, credit card statements, invoices, payable files, federal and state finance reports, contracts and agreements, itineraries, and hotel folios. Other than the documents from Baer Air and certain hotel folios, we were able to obtain all of the documents we requested.

Alston & Bird also conducted various analyses, including revenue and expense analysis, donor contributions and spending analysis, vendor and payment analysis, and credit card expense analysis.

D. SUMMARY OF FACTUAL CONCLUSIONS

- We conclude that between 2007 and 2009 certain individuals took advantage of and, at times, abused susceptible internal controls over the RPOF's financial processes and caused the RPOF to incur expenses that were to varying degrees not related to RPOF business. The RPOF did not have a governance structure that was effective to provide sufficient oversight of RPOF spending. The RPOF's accounting staff, including its CFO, did not have a sufficient ability to verify the purpose for many of the expenses, but otherwise appear to have accounted properly for expenses based on the information they had available.

- We conclude that between 2007 and 2009 a total of \$381,786.12 in expenses paid for by the RPOF were *primarily* not related to RPOF business, which means that the available evidence shows to a reasonable level of certainty that the primary purpose for the expense was not for RPOF business. (\$4,488.84 of this amount has been repaid by some individuals.)
- We conclude that between 2007 and 2009 a total of \$98,412.26 in expenses paid for by the RPOF were *probably* not related to RPOF business, which means that the available evidence was either limited or inconsistent, but given the totality of the circumstances, the primary purpose for the expense probably was not for RPOF business.

E. BACKGROUND

Below is a discussion of the RPOF's structure and its recent management history. This section is meant only to provide pertinent reference points for our investigation and it does not contain a complete factual background.

The RPOF is an unincorporated association existing under the laws of Florida and 2 U.S.C. § 431(15), and is qualified as a §527 political committee under the Internal Revenue Code. As a Republican state party, it is a part of the Republican National Committee, an unincorporated association that is a national political party under 2 U.S.C. § 431(14). Therefore, the RPOF is governed by federal and state election laws, and is tax exempt to the extent allowed under §527. The purpose of the RPOF is to support Florida state and federal Republican candidates and generally to promote the Republican agenda.

Pursuant to state and federal law, the RPOF classifies contributions as being either state or federal dollars depending, in part, upon the source, the amount, and/or the purpose of the contribution.⁶ Certain expenditures are required to be paid for by either state or federal funds. For instance, administration, overhead, salaries, fundraising activities, and political consultants must be paid for by using federal funds, but expenses for state-wide campaigns and board/committee meetings generally are paid for by using state funds.

The officers of the RPOF are the Chairperson, Vice Chairperson, Treasurer, Secretary, Assistant Treasurer, Assistant Secretary, National Committeewoman, and National Committeeman. They are elected by members of the State Executive Committee on a bi-annual basis. The State Executive Committee has approximately 250 members and is composed of the Chairperson; State Committeeman and Committeewoman for each of Florida's 67 counties; all Republican statewide elected officials; Republican members of the congressional delegation; Florida Speaker of the House or House Minority Leader and ten appointed state representatives; Florida

⁶ We do not express or offer any opinion regarding compliance with state or federal election laws, which is outside the scope of our engagement.

President of the Senate or Senate Minority Leader and ten appointed state senators; and ten registered Republicans appointed by the Governor if the Governor is Republican. The RPOF employs an Executive Director, a Political Director, a Director of Party Development, and a CFO, as well as a number of personnel in accounting, finance, House campaigns, and Senate campaigns, among others.

The RPOF is governed by the State Executive Board. The State Executive Board has 37-38 members and consists of the officers of the RPOF; congressional district chairs for the 25 congressional districts in Florida; the Finance Chair of the RPOF; the General Counsel of the RPOF; the Chairperson of the Chairman's Caucus; and the Chairperson of the State Committeeman's and State Committeewoman's Caucus. The RPOF has a seven member Audit Committee, which is made up of one person appointed by each of the RPOF's Chairperson, immediate past Chairperson, Vice Chairperson, Treasurer, Secretary, National Committeewoman, and National Committeeman. The Audit Committee members do not have to be members of the State Executive Board. We also understand that members of the Audit Committee do not have to be "independent" to the RPOF in the same respect as are audit committee members of a publicly-traded company, for instance.

In 2006, Charlie Crist was elected Governor of Florida, succeeding former Governor Jeb Bush. In 2007, Jim Greer ("Greer") was elected to be Chairman of the RPOF. By all accounts, he was hand picked for the position by Governor Crist, who was instrumental in Greer's successful election. Greer previously volunteered on Governor Crist's campaign when he ran for Governor in 2006. Prior to Greer, Carol Jean Jordan ("Jordan") was the RPOF Chairperson. We understand that Jordan did not have a similar prior social relationship with Governor Bush.

When she became Chairperson, Jordan inherited a deficit, meaning that the RPOF's expenses exceeded its contributions. We understand that it is not unusual for a political party to maintain a deficit over the short term as fundraising is cyclical in nature with the vast majority of fundraising occurring during years that include elections rather than the so-called off-years. We understand that Jordan implemented a number of measures to rectify the deficit, and that given the financial circumstances of the RPOF at that time she maintained a high level of scrutiny regarding expenditures. Jordan does not appear to have traveled often with Governor Bush on RPOF business-related matters. Andy Palmer served as one of Jordan's Executive Directors of Political Affairs, and he served as the sole Executive Director the first five months of Greer's first term.

Greer appears to have perceived his role as Chairman in a manner different than Jordan. Specifically, Greer sought to raise the profile of the RPOF, which included among other things, increased spending on travel, meals, events, and entertainment. He explained that he believed that it was his job to accompany the Governor at various events and on various trips in order to help the Governor represent the RPOF. As a result, Greer (oftentimes with a cadre of staffers) traveled extensively in and out of Florida and frequently with the Governor or to events in which the Governor appeared. Their families also travelled together on various trips. As a result, during Greer's tenure

the RPOF spending increased significantly, but its contributions did not increase at the same rate.⁷

During most of Greer's tenure as Chairman, Jim Rimes ("Rimes") was the Executive Director. He served in that position from mid-2007 until January 2009. Richard Swartz ("Swartz") is the current CFO and had worked at the RPOF prior to Greer's tenure. Rimes, Swartz, and others told us that they regularly questioned Greer about the level of spending or the appropriateness of a particular expense, oftentimes stridently, but in almost all instances Greer prevailed. These included attending events outside of Florida, hosting expensive fundraising events, and engaging certain consultants/vendors. Swartz challenged what he believed to be excessive spending on several occasions, but his concerns were dismissed by either Johnson or Greer.

In January 2009, Greer was reelected as Chairman by a large margin. After his reelection, he appointed Delmar Johnson ("Johnson") to be Executive Director. Johnson formerly had been Greer's travel aide and had assisted him with his reelection campaign.

In May 2009, Governor Crist announced that he would run for U.S. Senate. As a result, the Governor expectedly began to raise funds almost exclusively for his senatorial campaign instead of for the RPOF. The RPOF's state and federal reports for 2009 show that the amount of overall contributions to the general party declined during the Summer of 2009, but the level of contributions (at least the state dollars) picked back up by the Fall of 2009. Since the Governor was the biggest fundraiser for the RPOF, however, the consensus from those who we interviewed was that his focus on his senatorial campaign created a shortfall in contribution dollars to the RPOF, creating a deficit in the general party fund. Among other things, the RPOF was forced to layoff employees and, at times, to pay for operational expenses, such as telecommunications, by credit cards in order to take advantage of the float. Several individuals with whom we spoke explained that they complained to either Johnson or Greer about the lack of significant fundraising and the failure to control spending.

We note, however, that the increased level of spending during Greer's tenure was not inconspicuous to the leadership of the RPOF. For instance, much of the increased spending related to fundraising events, meals, travel, and entertainment that involved Republican elected officials and other members of the State Executive Board and Executive Committee. We heard anecdotally that there were questions raised about the RPOF's spending from time to time within the State Executive Board. In addition, we understand that Swartz contacted RPOF staff members of both the state House of Representatives and Senate to raise concerns about the level of spending by Greer and Johnson. Nonetheless, the issue of spending did not reach a crescendo until Fall 2009.

At an RPOF Executive Board meeting in August 2009, to which Greer invited the media, he pledged to reduce spending. During the meeting, he made a showing of cutting up an American Express credit card to demonstrate his commitment. (The card he cut up

⁷ For instance, during the 2008 election year the RPOF raised \$42.7 million, but the RPOF had raised more than this amount during the 2002 and 2006 election years.

later turned out to have been a staffer's card.) Greer told us that he subsequently created and presented a plan to fill the contribution gap, but he seems to have lost the confidence of some members of the Executive Board. Moreover, it is possible that Greer fell out of favor because of his relationship with Governor Crist and the underlying political currents at the time. In any event, by late December 2009, there were public calls for Greer to resign. On January 5, 2010, a few days before a meeting of the Executive Board, Greer announced his resignation effective February 20, 2010.⁸ Johnson resigned contemporaneously with Greer.

In March 2010, during the year end audit of the RPOF, questions were raised by TBL concerning a fundraising contract between the RPOF and Victory Strategies, LLC ("Victory Strategies"), which was thought to have been owned by Johnson exclusively.⁹ Although TBL had been aware of the contract and of Johnson's ownership, Swartz raised questions about certain payments made to Victory Strategies by the RPOF that appeared to be outside the terms of the contract. Ultimately, the RPOF learned that Victory Strategies, which received \$199,254.50 from the RPOF in 2009 for purported fundraising activities, actually was co-owned by Greer who had a 60% interest. The situation involving Victory Strategies has been widely reported in the media, and Greer has been indicted on various charges relating to Victory Strategies. As a result of Greer's previously undisclosed ownership in Victory Strategies (at least undisclosed to the RPOF's accounting staff and to TBL), as well TBL's inability to verify the legitimacy of certain business-related expenditures, TBL was not able to issue a qualified or an unqualified opinion concerning the RPOF's 2009 fiscal year financial statements.

F. RPOF POLICIES AND PRACTICES REGARDING EXPENSES

1. Employee Manual

The RPOF maintains an Employee Policies & Procedures Manual (the "Manual"), which employees are supposed to acknowledge by signature that they have received and understand its contents. The Manual states that it is "a guide to RPOF policies and procedures."¹⁰ Among other things, the Manual contains specific policies regarding corporate credit cards, travel, and expenses.

a. Credit Cards

The Manual provides that corporate credit cards are "for RPOF business use only," and that any abuse of a corporate card is subject to disciplinary action and/or termination. The Chairman or the Executive Director are given the discretion in regard

⁸ Greer later filed a civil action against the RPOF alleging breach of contract and other claims relating to an alleged severance agreement he had with the RPOF.

⁹ See below at Section G.1.b.ii. for a further discussion about Victory Strategies.

¹⁰ Johnson signed the Manual's acknowledgement form on January 29, 2007. There is no indication that Greer (or any previous Chairperson) did or was required to acknowledge receipt and understanding of the RPOF's policies and procedures. However, by the same token, there is no indication that a Chairperson is not expected to follow the RPOF's policies and procedures.

to distribution of the cards and “any potential spending limits.” Numerous individuals we spoke with who were issued credit cards also reported that they were verbally told that the cards could only be used for RPOF-related business.¹¹

b. Expense Reports

The Manual provides that employees must turn in expense reports within 30 days of an expense being incurred. The reports are to be reviewed by a department head or, in the case the employee is a department head, by the General Counsel or the Executive Director. The expense report must contain original receipts and a description explaining the reason for the expense and the names of attendees if meals are purchased. The Manual adds that the RPOF is not responsible for expense reports submitted without proper supporting documentation, and that an IRS audit could result in an expense reimbursement being viewed as personal income. The Manual specifically prohibits reimbursement for alcoholic beverages.

c. Travel Policy and Expenses

The Manual states that the RPOF will only pay business travel expenses if they are “reasonable, necessary and in accordance with this policy.” The Manual adds that the “RPOF expects that travelers exercise good judgment in making arrangements that strike a balance between the expenses incurred and the convenience of the person traveling.” In all cases, reimbursement is limited to “actual reasonable and necessary business-related expenses.”

Examples of ordinary and necessary traveling expenses offered in the Manual are baggage handling, tolls, tips, postage, and express mail charges. Personal travel charges that are not reimbursable include in-room movies, laundry service, hotel spa or gym, overuse of room service, purchases of items of personal use or gifts, and additional personal phone calls or amenities.

d. Use of Vendors/Consultants

The Manual provides that no contracts shall be entered into without the prior permission of the Chairman or the Executive Director, and that the RPOF’s General Counsel will review all contracts. There are no other provisions in the Manual regarding the use of vendors or consultants.

2. Voucher for Reimbursement of Travel and Miscellaneous Expenses

In order for expenses to be reimbursed, a form entitled Voucher for Reimbursement of Travel and Misc. Expenses (“Voucher”) must be completed and

¹¹ Only Ray Sansom, former Speaker of the Florida House of Representatives, indicated through his counsel that he was never provided with any written or verbal guidelines, procedures, or specific instructions about what was appropriate to charge on his credit card.

signed. The Voucher requires a description of the expense, purpose or reason for the expense, and amount. Importantly, the payee has to sign the Voucher agreeing as follows:

I hereby certify or affirm that the above expenses were actually incurred by me as necessary traveling expenses in the performance of my official duties; attendance at a conference or convention that was directly related to official duties of the Campaign; any meals or lodging included in a conference or convention registration fee have been deducted from this travel claim; and that this claim is true and correct in every material matter and same conforms in every respect.

We note that the Vouchers for all of the reimbursements that we have identified herein as not being related to RPOF business were signed by the payee.

3. Internal Controls and Practices Regarding Expenses¹²

During 2007-2009, approval for expenditures was given largely on a retroactive basis. In other words, most expenses first were incurred and then approval for payment or reimbursement was sought afterwards. The accounting staff oftentimes asked questions about a particular expense, but in many cases they did not have the ability to verify the stated purpose for an expense. For example, certain consultants appear to have provided the RPOF with only oral strategic advice, and apart from a non-detailed invoice, there was no practical way for the accounting staff to confirm that services actually were provided. Additionally, expenses for certain travel and meals oftentimes were not documented in a manner that would allow the accounting staff to verify the purposes. Accordingly, a large proportion of expenses were classified as to the type of expenses based on the verbal description provided by the person who incurred the charge; *i.e.*, travel, meals, entertainment. The accounting department determined (often with the assistance of external compliance accountants) how the expense should be reported and paid.

As Chairman, Greer had the ultimate authority to approve any expense, and by all accounts, Greer was the final arbiter on these financial matters. Unlike other organizations, the RPOF's CFO was not responsible for authorizing expenditures. Indeed, we found many instances in which the approval for an expense was provided to accounting verbally or in an email that said only "per the Chairman." Notably, Greer also approved his own expenses. There were instances in which Greer directed that a particular expense be paid even though the information sought by the accounting staff was never provided. On numerous occasions as well, Greer approved expenses over the objections of RPOF personnel. Certain former RPOF accounting personnel reported that they feared reprisal if they questioned Greer about expenses or refused to comply with his

¹² During the investigation, the RPOF formed an ad hoc Oversight and Governance Committee to study and recommend changes to its internal controls and corporate governance practices.

directives. Also, several witnesses recounted stories of having “yelling matches” with Greer about spending and expenditures.¹³

Credit cardholders were supposed to complete a vendor sheet listing the name of the vendor for each charge incurred, the vendor’s address, the amount of the charge, and a cursory description of the purpose of the charge, such as “airfare,” “admin-travel,” “admin-meals,” “field ops-travel,” and “fundraising-travel.” In some cases, these sheets were completed by a designate or staffer of the cardholder. We were told by some cardholders that they never received the credit card statements for review, but instead the statements were sent directly to the RPOF to be paid. Moreover, many of the credit card numbers were in the possession of staffers, assistants, and other RPOF personnel, and at times charges were incurred without the knowledge of the cardholder. The credit card statements were reconciled with the vendor sheets by the RPOF accounting staff. Again, however, the accounting staff in most instances was unable to verify the stated purpose for the expense. On some credit card statements, RPOF personnel noted the purpose for a charge, but this was not done consistently.

At the time of our investigation, the RPOF did not maintain an anonymous hotline, a whistleblower policy, or any other effective mechanism to report potential wrongdoing. Although the RPOF had an Audit Committee, the Audit Committee does not appear to have been designed to provide a meaningful level of oversight over the RPOF’s financial processes. Among other things, the Audit Committee met only once a year, it did not have regular communications with the CFO or the accounting department, and it did not engage in a substantive review of the financial statements. The Audit Committee members also were appointed by the officers of the RPOF and, at times, these appointments may have been based on personal and/or political considerations.¹⁴ In fact, some current accounting personnel told us that they were hesitant to contact Executive Board members or Audit Committee members about their concerns because they did not know who they could trust or whether the information would be used for political purposes.

The Treasurer and Assistant Treasurer also did not provide effective financial oversight. From time to time, the Treasurer or Assistant Treasurer, neither of whom lived in Tallahassee, would visit the RPOF’s offices in Tallahassee. In most cases, however, their visits were announced and they did not appear to conduct any real audit or review of the RPOF’s financials. Although the Treasurer is required by law to sign the RPOF’s federal and state campaign finance reports, we found that he did not review the reports before they were filed, at least during 2008-2009. Instead, the Treasurer’s electronic

¹³ It appears that several RPOF employees may have resigned, at least in part, because of Greer’s conduct and/or disagreements with him about spending.

¹⁴ While we do not express a legal opinion on the matter, the fact that the officers themselves appointed the members of the Audit Committee in and of itself likely renders them not independent, as that term has been interpreted in the context of governance over publicly-traded companies. Moreover, it is possible that the members of the RPOF’s Audit Committee do not have legally-recognized fiduciary duties to act in the best interests of the RPOF.

signature was placed on the reports by the RPOF's external compliance accountant after she received an indication by the RPOF that the reports were ready to be filed.

G. FINDINGS AND CONCLUSIONS REGARDING EXPENSES

In examining the RPOF's expenditures between 2007 and 2009, we were guided by the various standards referenced in the Manual regarding the use of credit cards and the reimbursements of expenses, as well as by the language in the Voucher form. We evaluated all of the available evidence and reached conclusions as to whether the expenses we examined appeared to be related, in varying degrees, to RPOF business. We have categorized the expenses that we identify below as either being (i) Primarily Not Related to RPOF Business, or (ii) Probably Not Related to RPOF Business. These categories are designed to assist the RPOF and TBL in determining the proper accounting treatment. We have not identified those expenses that we reviewed but found did not fall within one of these categories.

An expense that is "Primarily Not Related to RPOF Business" is one in which we conclude that the available evidence shows to a reasonable level of certainty that the primary purpose for the expense was not for RPOF business. We qualify this category with the term "primarily" to include expenses that may have had some nominal relation to RPOF business, but primarily were related to some other, non-RPOF purpose. For instance, we considered that an otherwise personal trip was not primarily related to RPOF business even if we were told that there was some interaction with donors or voters.

An expense that is "Probably Not Related to RPOF Business" is one in which we conclude that the available evidence was either limited or inconsistent, but given the totality of the circumstances, we found that the primary purpose for the expense probably was not for RPOF business.

Before presenting our findings and conclusions, we must emphasize the following points:

- We are not expressing any opinion or conclusion about whether incurring a particular expense was a good business practice. In other words, as long as the expense appeared to be for business purposes, and not for personal or other purposes, we do not second guess whether an expense should have been incurred. We note that the RPOF, as with any other political party, is designed to raise and spend money. We understand and have considered that it takes money to raise money, and thus the level of a particular expense, in and of itself, is not necessarily indicative of its appropriateness. In that regard, there may be expenses incurred by the RPOF that could be viewed as being lavish, such as expensive meals, events, or travel. Indeed, there have been many media reports raising questions about various expenses based on the amount or kind of expense. However, unless our investigation revealed that such expenses were not related to RPOF business, as we describe above, we did not find them to be inappropriate for the purposes of our investigation.

- For many expenses, the availability of documents and information was limited. In some instances, there may be additional relevant information in the possession of former RPOF personnel and/or third parties that was not made available to us. Additionally, given that there was one or more civil or criminal proceedings taking place during our investigation, we did not have the opportunity for a complete interview with certain individuals. It is possible, therefore, that some of the identified expenses could later be shown to have been appropriate (and, conversely, other unidentified expenses inappropriate) if further information is provided to the RPOF.
- We are not expressing any opinion or conclusion about whether a particular expense was authorized or ratified by the RPOF. In other words, our conclusion that a particular expense was or was not related to RPOF business does not turn on whether the RPOF purportedly authorized or later ratified the expense. While those issues may be relevant to who is or should be liable for an expense, they did not play a part in our conclusions concerning whether the expense was related to RPOF business for the purposes of our investigation.

1. Primarily Not Related To RPOF Business: \$381,786.12

We find that a total of \$381,786.12 in expenses paid by the RPOF from 2007-2009 was not primarily related to RPOF business. This amount is made up of (a) expenses that have been repaid to the RPOF by certain individuals after this investigation was announced; and (b) expenses that to date have not been repaid to the RPOF.

a. Expenses That Have Been Repaid to the RPOF: \$4,488.84

After the RPOF announced that it was conducting this investigation, certain individuals voluntarily repaid the RPOF for various expenses that had been charged to the RPOF. We understand that several people had been reviewing charges that they had caused the RPOF to incur as a result of media inquiries prior to the announcement of the investigation. We, therefore, do not intend to imply that these reimbursements were made solely as a result of this investigation.

For example, on March 17, 2010, Dean Cannon repaid the RPOF \$464.95 for the following charges:

Date	Description	Amount
12/20/06	Whole Foods	\$100.00
02/14/07	Regal Governor's Square	\$8.75
03/07/07	Regal Miracle 5	\$9.25

Date	Description	Amount
12/18/07	Collages Net Collage	\$346.95

During the investigation, and as part of our scope explained above, we reviewed all of the credit card charges that were incurred by or on behalf of Mr. Cannon on his RPOF American Express Card between 2007 - 2009. We also spoke to Mr. Cannon to obtain additional information about certain charges. Mr. Cannon provided a sufficient explanation to allow us to confirm that the charges we questioned were, in fact, related to RPOF business.

Similarly, on April 2, 2010, Jeff Atwater repaid the RPOF \$1,606.09 for an Avis Car rental charge of \$711.59 from March 2008 and \$894.50 for an airfare and agency fee that was incurred in April 2008. Because Mr. Atwater did not incur more than \$50,000 in expenses on his RPOF American Express card from 2007 - 2009, we did not review his other credit card charges, nor did we find evidence that would have caused us to do so.

On April 20, 2010, Marco Rubio repaid the RPOF a total of \$2,417.80 that included reimbursements for the following charges:

Date	Description	Amount
01/20/07	Delta Air Lines	\$303.40
02/13/07	Delta Air Lines	\$324.40
03/01/07	Delta Air Lines	\$274.40
03/24/07	Delta Air Lines plus agency fee	\$308.40
04/09/07	Delta Air Lines plus agency fee	\$967.80
06/04/07	Delta Air Lines plus agency fee	\$239.40

During the investigation, and as part of our scope explained above, we reviewed all of the credit card charges that were incurred by or on behalf of Mr. Rubio on his RPOF American Express Card between 2007 and 2009. We asked to obtain additional information from Mr. Rubio about certain charges. Mr. Rubio provided us with that information and a sufficient explanation to allow us to confirm that the charges we questioned were, in fact, related to RPOF business.

b. Expenses That Have Not Been Repaid to the RPOF: \$377,297.28

We conclude that the available evidence demonstrates that the following expenses that have not been repaid to the RPOF were primarily not related to RPOF business:

i. *Expenses Agreed to be Repaid by Greer: \$7,337.21*

On May 7, 2010, we interviewed Greer in the presence of his counsel Damon Chase. Greer discussed background matters with us, but we consider any substantive information relating to our investigation to have been provided through Mr. Chase. Among other things, we raised questions about several expenses that appeared to be personal in nature but were charged to the RPOF. On May 17, 2010, Mr. Chase sent a letter to the RPOF listing certain credit card charges totaling \$7,339.21 that Greer agreed to repay to the RPOF, and he included a photocopy of Greer's check.¹⁵ However, the check itself was not actually received by the RPOF until late June 2010, and it bounced when the RPOF deposited the check. It is possible that the check was not paid by Greer's bank because his accounts may have been frozen as a result of the criminal proceedings against him. In any event, we consider Mr. Chase's May 17th letter as an agreement by Greer to repay those items to the RPOF.

Some of the expenses Greer agreed to repay had been raised by us during the May 7th interview. For example, we had learned that Greer may have used his RPOF card to pay for tickets to a Journey concert and for a driver to take him, his wife and another couple to the concert. The ticket cost was \$1,854.12 from "One Ticket Stop" on August 18, 2009, and the transportation cost was \$633.60 from Mears Transportation on September 17, 2009. During the interview, Mr. Chase discussed the charges with Greer and stated to us that the charges were a mistake and should not have been charged to the RPOF. In Mr. Chase's May 17th letter, Greer agreed to repay the RPOF for both of these charges.

Similarly, on May 11th and 12th, 2009, Greer and his wife traveled to New York for an event called "Artrageous." A one-page written description of Mrs. Greer's accomplishments and interests indicated that Mrs. Greer was a supporter of the event, and there was no indication that it was related to any RPOF business. Greer's itinerary for those days also did not indicate that he was in New York for any RPOF business. Greer charged the RPOF for both his and his wife's plane tickets, as well as hotel, restaurants, and ground transportation charges. During the interview, Mr. Chase stated that Greer would examine those charges. In Mr. Chase's May 17th letter, Greer agreed to repay the RPOF for \$849.20 for Mrs. Greer's plane ticket. However, Greer did not agree to repay the RPOF for any of the other charges associated with this trip, including his plane ticket of \$849.20 that was purchased on the same date as his wife's ticket; charges of \$54.44 at Blue Fin restaurant in New York; \$54.18 at "47th Digital" in New York; \$272.52 at the Crowne Plaza Hotel; or private car charges of \$489 and \$174.80 – all of which appear to

¹⁵ Although the check was made out for \$7,339.21, the actual total of the charges listed in the May 17th letter was \$7,337.21.

have been incurred by Greer during the trip. We have included these charges below in subsection iv as other miscellaneous expenses that are primarily not related to RPOF business.¹⁶

In Mr. Chase’s May 17th letter, Greer also agreed to repay the RPOF for several expenses that we did not raise during the May 7th interview. For example, Greer agreed to repay the RPOF for certain charges related to an RPOF “planning session” trip to Las Vegas from March 13 through March 16, 2008. Greer, Johnson, and Jeremy Collins (“Collins”), Greer’s former travel aide, attended this event on behalf of the RPOF. According to Collins, ten or fifteen other states also sent individuals to this planning session. Greer agreed to repay the RPOF for several charges totaling \$947.40 from this trip; specifically, \$220.90 to the Box Office Hilton Ticket Agency, \$660 to Designer Tickets in Las Vegas, and \$66.50 for Cashman Photo Express. Other charges that he did not agree to repay included two charges at Caesar’s Palace totaling \$596.26; Stratosphere restaurant \$80; The Temple at Tao: \$442.41; Delmonico’s restaurant: \$553.67; On Demand Sedan: 2 charges, each \$429; and seven charges at the Venetian: 4 charges for \$184 each, and 3 other charges of \$468.14, \$1,982.72 and \$923.72. Collins had additional charges of \$792.55 at the Venetian. We did not conclude that these latter charges were either primarily or probably not related to RPOF business because, while possibly excessive, the trip to Las Vegas appeared to be for RPOF business and we did not have sufficient information to determine the purpose for the expenses.

Finally, in Mr. Chase’s May 17th letter, Greer agreed to repay the RPOF for other charges that we did not raise related to transportation for his family members and for other expenses that appeared not to be related primarily to RPOF business. These charges included the following:

Date	Description	Amount	Comments
03/01/07	VIP Travel	\$467.00	This charge appears to relate to a plane ticket purchased for Lisa Greer to fly to Washington, DC.
02/24/07	VIP Travel	\$15.00	This appears to be a travel agent fee associated with the above ticket for Lisa Greer.
03/21/07	Winn Dixie	\$6.96	No information available.
12/14/07	Oviedo Car Wash	\$23.53	No information available other than to note that Greer lives in Oviedo, Florida
01/10/08	CVS	\$11.31	No information available.

¹⁶ There also were charges on May 12th of \$215.81 and \$373.44 on Greer’s RPOF card at the Crowne Plaza Hotel for the same dates. We did not have sufficient information to confirm what these charges were for, but given the other charges on the same dates at the same hotel, we included them below in Section 2.c. as other miscellaneous expenses that probably were not related to RPOF business.

Date	Description	Amount	Comments
02/20/08	Vogue Cleaners	\$44.70	No information available.
02/28/08	White Cleaners	\$152.90	No information available.
04/17/08	Café Cabernet	\$21.00	No information available.
06/26/08	Walgreens	\$11.59	No information available.
07/28/08	Ale House	\$84.05	No information available.
08/06/08	Sweet Stuffins	\$6.45	No information available.
08/19/08	Northwest Airlines	\$778.00	This charge appears to relate to airplane tickets for Lisa Greer and Aidan Greer (Greer's son) to travel to Minneapolis with Greer.
08/19/08	AMEX Travel Service Fee	\$22.00	This appears to be a travel agent fee associated with the above ticket for Lisa Greer.
09/23/08	Bernice at Betton	\$422.00	No information available other than to note that this is a spa in Tallahassee, Florida.
02/02/09	US Airways	\$439.20	This charge appears to relate to airplane tickets for Amber Greer and Hunter Rubin to fly from Washington, D.C. to Orlando.
06/25/09	Delta Airlines	\$547.20	This charge appears to relate to an airplane ticket for Lisa Greer to fly from Orlando to Tallahassee.

ii. Victory Strategies: \$199,254.50

As has been widely reported in the media, in February 2009, Greer signed a Fundraising Services Agreement (the "Agreement") on behalf of the RPOF with Victory Strategies, LLC, a limited liability company allegedly owned solely by Johnson.¹⁷ According to the Agreement, Victory Strategies was to be paid 10% of funds raised from major donor contributions to the RPOF. However, at Greer's direction, the RPOF also paid Victory Strategies for "miscellaneous consulting services." Those payments, which appeared to be outside of the Agreement, were one of the issues that prevented TBL from issuing an unqualified opinion about the RPOF's financial statements.

¹⁷ We understand that the RPOF's outside General Counsel was not provided with a copy of the Agreement by either Greer or Johnson to review at or near the time it was signed by them.

At the start of our investigation, we learned that in late March 2010 Johnson came forward and disclosed to the RPOF and TBL that Greer was, in fact, a 60% owner of Victory Strategies and that Greer had received substantial income from amounts that the RPOF paid to Victory Strategies. Johnson provided documents relating to the formation of Victory Strategies and checks and bank statements evidencing the money that Victory Strategies received from the RPOF and paid to either Johnson or Greer. These documents show the following:

- Victory Strategies received a payment of \$30,000 and \$12,880 on March 10 and March 25, 2009, respectively. These payments represented 10% of the major donor fund raising receipts from February 2009;
- The RPOF paid Victory Strategies \$17,061 on April 9, 2009, and \$23,415 on May 18, 2009, in regard to fundraising receipts in March and April 2009;
- On July 1, 2009, the RPOF paid Victory Strategies \$13,400 in regard to fundraising that was conducted from April through June 2009;
- In each of the above instances, Johnson submitted an invoice to Swartz, the RPOF's CFO, asking him to pay the invoice "per Chairman Greer's instructions";
- On July 23, 2009, the RPOF paid Victory Strategies \$11,250, which included \$1,250 from major donor fundraising and \$10,000 for "miscellaneous consulting." Although the RPOF has been unable to find the invoice that Johnson submitted for this payment, the check indicates that it was intended to include both fundraising and additional consulting. Because the Agreement only covered fundraising activities, Swartz repeatedly asked both Greer and Johnson to amend the Agreement to include a provision covering these charges for miscellaneous consulting. However, he was never given an amended agreement;¹⁸
- On August 26, 2009, the RPOF paid Victory Strategies \$33,188. According to the documents, this included \$23,188 for fundraising and \$10,000 for additional consulting. Two days later, the RPOF paid Victory Strategies another \$6,810 for additional major donor fundraising;
- On or about September 10, 2009, Johnson sent Swartz an invoice from Victory Strategies for \$30,000 for "additional miscellaneous consulting services" in August and September 2009. Johnson sent the invoice via email stating "per Chairman Greer, please cut a check to Victory Strategies for the attached invoice for additional miscellaneous consulting services to the RPOF in August and September." Swartz complied with this instruction and issued a check to Victory Strategies for \$30,000. Swartz stated that Greer explained that Victory Strategies

¹⁸ Swartz raised these miscellaneous consulting payments to the RPOF's external auditor, and the fact that the Agreement was never amended. This information, in part, led to the investigation of Victory Strategies.

was conducting a poll for use by the Crist for U.S. Senate Campaign and that the RPOF could bill this expense back to the Crist for U.S. Senate Campaign. (No poll was ever conducted by Victory Strategies.) Swartz thereafter repeatedly asked Johnson when he could bill the Campaign but Johnson never authorized him to do so. Rather, Johnson replied that he would check with Greer. Finally, on December 4, 2009, Swartz asked Greer about the expense and was told to bill the Crist for U.S. Senate Campaign for one half of the expense at that time and the other half later. He did so, but received a call shortly thereafter from the treasurer of the Campaign who refused to pay the invoice and told him not to bill the other half; and

- On October 7, 2009, Johnson sent Swartz another invoice from Victory Strategies for \$21,250 that listed “September Fundraising -- \$5,000”; “October Consulting -- \$10,000”; and “Additional Fundraising -- \$6,250.” Johnson again provided the invoice via email, this one stating “attached is the October invoice for Victory Strategies and per Chairman Greer please cut this check today.” Swartz provided the check in the amount of \$21,250 later that day. He explained that he was unaware of any additional consulting services that Victory Strategies provided the RPOF to justify any of the consulting payments. He also explained that, in September or October 2009, the RPOF had a meeting with Attorney General McCollum’s campaign to discuss the RPOF’s cash flow difficulties that had arisen from the excessive expenses and lack of significant fundraising. The McCollum campaign agreed to raise \$125,000 each month for the RPOF in order to defray its operating expenses. Greer instructed Swartz to pay Victory Strategies 5% of these payments. The \$6,250 in “Additional Fundraising” included in the October 7, 2009 check to Victory Strategies represents 5% of the McCollum payments.

In total, the RPOF paid Victory Strategies \$199,254.50, which included \$133,004.50 for major party fundraising and \$66,250 for consulting services. Johnson wrote checks from the Victory Strategies’ bank account to pay Greer \$125,162 and to pay himself \$65,093.¹⁹

During our May 7th interview with Greer and his counsel, we learned that Greer’s reasons for entering into the Agreement with Victory Strategies related to reducing fundraising costs. The RPOF’s prior fundraiser, Meredith O’Rourke (“O’Rourke”), was being paid \$30,000 per month and selected bonuses on funds she helped raise. In early 2009, Greer lowered her compensation to \$5,000 per month. According to Greer, O’Rourke began to solicit RPOF donors for her other clients, among other things. Greer, thus, decided to create Victory Strategies to perform fundraising activities. In doing so, Greer indicated that both he and Johnson would have to increase their responsibilities because fundraising apparently was beyond the scope of their positions. This extra work, we learned, was the reason Greer believed it was fair to receive through Victory

¹⁹ In February 2009, Greer also caused his reelection campaign fund to pay Victory Strategies \$40,000. Several days later, Johnson signed a check on behalf of Victory Strategies to Greer for \$39,000.

Strategies a share of the funds raised by the RPOF. We did not find, however, that Greer or Johnson engaged in additional fundraising activities during 2009 that differed in any meaningful way from what they had been doing prior to 2009. In fact, prior to 2009, Johnson already was receiving bonuses based on a percentage of major donations that he helped obtain.

We asked about the payments that were made to Victory Strategies for matters other than for 10% of the purported fundraising activities, including “miscellaneous consulting.” Mr. Chase, however, informed us that because of the pending criminal investigations, Greer was not in a position to provide information regarding those matters.

We were told that others within the RPOF knew of Greer’s involvement in Victory Strategies at or near the time it was formed. However, we were not provided with further details. The fact of Greer’s involvement may have come up in December 2009 when Greer was negotiating a severance agreement with the RPOF, but we make no factual findings as to whom, if anyone, other than Johnson knew of Greer’s involvement. In any event, everyone who we spoke with - most notably TBL, the RPOF’s CFO, and its accounting staff - told us that they did not know that Greer had an ownership interest at or near the time that Victory Strategies was formed or during 2009.

Given all the available evidence, we conclude that the payments from the RPOF to Victory Strategies totaling \$199,254.50 were primarily not related to RPOF business.

iii. Baer Air: \$73,264 (estimated)

Baer Air is a private air charter service based in Central Florida, which also provides aircraft management, maintenance, and fractional ownership. It is owned and operated by Bill Baer (“Baer”). We spoke with Baer a number of times on the phone, but he refused to meet with us in person or to provide us any documents, which we explain in further detail below.

In or around 2007, Greer purchased a used Piper Navajo PA31-325, which is a small twin engine propeller airplane. Greer created a company called Red State Holdings, LLC to own and lease the plane, and it leased the plane to Baer Air. Baer Air in turn maintained the plane and chartered it to its customers, including the RPOF. Customers paid Baer Air an hourly fee to use the plane, which included costs for the pilot, fuel, landing/holding fees, and amounts for maintenance, among other things. When Greer bought the plane, Baer told him that it needed considerable work, including the replacement of both engines. Documents in the possession of the RPOF indicate that Baer Air did significant work to make the plane airworthy. We understand that Greer did not pay all or a portion of these expenses, and that Baer Air allowed Greer to carry an outstanding receivable balance (interest free) and to pay it down through chartering the plane to the RPOF and others. The repayment of this outstanding balance was the primary focus of our review concerning Baer Air’s charges to the RPOF.

As background, the RPOF oftentimes paid for Greer and others to fly on private charter planes operated by Baer Air and other private air carriers. Greer explained that he (and the staffers and legislators who travelled with him) flew on private planes if it was less expensive than flying on commercial airlines, if he had to be in multiple cities on the same day, or if there was no commercial flight to his destination.²⁰ Greer also told us that for a time there was no commercial service between Orlando (his home) and Tallahassee, so he said that he had to fly on private planes between those cities. We appreciate that there are circumstances in which private air travel is more efficient and perhaps more economical than commercial air travel, particularly for a political party, and we have not attempted to reach any conclusions regarding the legitimacy or cost-effectiveness of each trip on a private airplane. We also understand that the RPOF would have incurred some amount of expenses for private air travel regardless of whether it was to Baer Air or another private carrier. However, because Greer caused the RPOF to use his plane while he was Chairman, and given that the RPOF paid a considerable amount to Baer Air to charter his plane, we attempted to determine what, if any, financial benefit Greer may have received from the RPOF's use of his plane.²¹

We contacted Baer Air and requested documents regarding the charges that were paid by the RPOF to charter Greer's plane. The RPOF had received invoices from Baer Air, but the invoices did not detail the breakdown of the hourly charges. We learned from Baer's wife that Baer Air recently had produced a box of documents to the FBI regarding Baer Air's relationship with Greer and the RPOF. Although she initially agreed to send the documents to us, she called back and said that Baer was refusing to allow her to do so. Over the following two weeks, we spoke with Baer on several occasions to explain Alston & Bird's engagement with the RPOF and why we were interested in obtaining the documents. Baer initially agreed to send the documents that his wife had referred to in the prior conversation. He failed to do so, however. When we subsequently contacted Baer he refused to provide the documents, refused to meet with us, and refused to provide us any information other than to proclaim that Greer received no financial benefit from the RPOF's use of the plane. After more dialogue, Baer finally agreed (again) to provide information to us, but only if Greer authorized him to do so. We contacted Mr. Chase to make this request, but Greer refused to provide the authorization. Nevertheless, based on interviews, invoices, emails, and other available documents, we are able to make some findings and reach some factual conclusions.

Baer Air chartered Greer's plane to the RPOF a total of 243 times between 2007 and 2009, for a total cost to the RPOF of \$326,111 (rounded: \$113,065 in 2007; \$129,277 in 2008, and \$83,769 in 2009).²² The rate charged to the RPOF for virtually all of these flights was \$675 per hour, but there were a small number of times in which there was a flat rate or a \$650 per hour rate. Communications between Greer and Baer suggest that

²⁰ Collins, Greer's former travel aide, said that he was unaware of any cost analysis performed to determine whether it was cheaper to fly private or commercial.

²¹ Greer told us that he spent more than \$100,000 on the plane and that he never made any money from chartering the plane to the RPOF.

²² There also were occasions in which the RPOF chartered other planes from Baer Air, but we did not find any indication that Greer received any benefit from those charters.

the market rate for Greer's plane at that time was approximately \$775 per hour. At one point, Greer and Baer discussed raising the rate to the RPOF to \$775, but Baer persuaded Greer that a rate of \$775 was at or above market.

As part of the hourly rate to the RPOF (as well as to other customers), there was an amount being accrued for maintenance. For every hour of flight time, Baer Air applied a portion of the hourly rate to what appeared to be for maintenance on the plane. We discovered, however, that this maintenance amount actually was made up of two components – a portion that was set aside for future maintenance, and a portion that was applied to pay down Greer's outstanding balance (the "pay down portion"). We understand that it is normal in the industry to accrue an amount for future maintenance as part of the hourly charge. Accordingly, we find that the RPOF likely would have had to pay a similar amount if it had used any other private air carrier, and we do not take issue with it. However, we understand that it is not common for a private air carrier to allow an owner of a leased plane to carry an outstanding balance for work previously performed (especially without interest).

Because Baer refused to provide us documents that might have detailed the breakdown of these two portions, we had to derive them from the available evidence, which is why our overall conclusion about the amount involved is estimated. Nevertheless, we found some credit memoranda that Baer Air sent to Greer that tracked the outstanding balance he owed. For instance, in a February 7, 2008 email that Baer sent to Greer, which attached a credit memorandum, Baer wrote that:

as expected the revenue [from charting the plane] is chipping away at the outstanding balance. I realize that you are not comfortable with the slow rate of return but it really is quite good. Remember that you are making valuable improvements to your aircraft with anticipated revenue and no finance charge.

The credit memorandum showed that Greer reduced his outstanding balance by \$5,883 in January 2008 as a result of Baer Air chartering his plane.

By reviewing this and other communications between Baer Air and Greer, and invoices sent by Baer Air to the RPOF, we were able to derive (i) the total maintenance accrual rate per flight hour (*i.e.*, the portion for future maintenance plus the pay down portion), which was between \$185 and \$300;²³ and (ii) the accrual rate for just the future maintenance, which appears to have remained constant at \$50 per flight hour. We estimated that the hourly rate that was applied to pay down Greer's outstanding balance was the difference between (i) and (ii). For example, during the time that the total maintenance accrual rate was \$185 per flight hour, we calculated the rate for future maintenance to be \$50 per hour and the rate for the pay down portion to be \$135 per hour. We then multiplied this pay down rate by the number of flight hours that appeared

²³ From 6/07 to 4/08, the rate was \$185; from 5/08 to 3/09, the rate was \$200; and from 4/09 to 10/09, the rate was \$300.

on each invoice from Baer Air. A spreadsheet with these calculations is at Attachment B to this Report.²⁴

By May 2008, Greer's outstanding balance increased to more than \$65,000 as he apparently had an engine replaced and other work done on the plane. Baer Air wrote to Greer complaining that, in addition to this balance, the RPOF owed Baer Air approximately \$78,000 but was not paying because Baer Air had provided insufficient travel documentation.²⁵ In an email, Baer's wife linked the two balances (the amount Greer owed on his outstanding balance and the amount the RPOF owed for charter services), and stated that she could "deal with one but not deal with both not paying their bills." She therefore asked Greer to approve a payment by the RPOF. On May 14, 2008, Baer's wife sent an email to Greer and said that Baer Air refused to add a cabinet to his plane because he owed Baer Air more than \$85,000. She wrote that "should the Republican Party manage to come up with a significant payment towards their outstanding balance, I will have the money in the bank to order your cabinet." The next day, Greer emailed her and said that he had approved an invoice to be paid by the RPOF for \$25,000 and that he would authorize additional payments the following week. In fact, the RPOF paid Baer Air a total of \$71,591.30 in four payments from May 15 to May 21, 2008.

Greer also renegotiated his agreement with Baer Air to obtain a higher pay down portion per flight hour. In an email on May 27, 2008, Baer agreed that – while the RPOF would continue to pay \$675 per hour – Greer would receive \$200 per hour (rather than \$185 per hour) towards the pay down portion. This included the future maintenance accrual of \$50 per hour and an additional \$150 per hour that would go to reducing his outstanding balance. In addition, Greer would be able to fly on the plane for his personal use at a rate of \$300 per hour. In early 2009, Baer Air renegotiated the agreement and again raised the pay down rate.²⁶

Without documents and information from Baer Air, we were unable to do a complete accounting of the financial arrangement between Baer Air, the RPOF, and Greer. Based on what we do know, we estimate that Baer Air applied approximately \$73,264 of the total amount paid by the RPOF to charter Greer's plane to his outstanding balance. We find that the RPOF would not have paid this amount if it had chartered a

²⁴ There were twelve flights in which Baer Air charged the RPOF a flat fee instead of an hourly rate. Accordingly, we had to estimate the flight hours for these flights by comparing the time it took on other flights between the same cities that were charged on an hourly basis. These estimates are noted on the attached spreadsheet.

²⁵ The RPOF's former Director of Human Resources, Debbie Bishop, confirmed that the RPOF refused to pay some initial Baer Air invoices because, among other things, the invoices did not list the passengers. She therefore created a form that had to be completed before the invoices were paid to capture this information, but she had no way to verify it was accurate because Baer Air did not provide the RPOF with passenger manifests.

²⁶ We also understand that a dispute arose regarding the amounts Greer owed to Baer Air, and that Greer threatened to remove his plane from Baer Air. The dispute was leaked and at least one media outlet published an online story about the situation. The dispute apparently was resolved in some fashion, but we have no more information about it.

plane from another private air carrier that was not owned by Greer. Accordingly, we conclude that this amount was primarily not related to RPOF business. Moreover, because Greer had a financial incentive to cause the RPOF to charter his plane and because he had the authority to do so, we believe that he had an inherent conflict of interest.²⁷ Although the RPOF was aware that it was chartering Greer’s plane, no one at the RPOF told us that they were aware that a portion of the expense was being applied to reduce Greer’s outstanding balance to Baer Air.

Our conclusion is conditioned by several things that we do not know. For instance, although Greer/Baer Air may have charged the RPOF approximately \$100 per hour less than the prevailing market rate to use Greer’s plane, and thus arguably saved the RPOF money, we do not know (i) if all of the flights that the RPOF paid for were, in fact, for RPOF business; (ii) if the RPOF personnel (including Greer) would have taken the flight but for the fact it was Greer’s plane; or (iii) if it would have been cheaper to fly on a commercial air carrier. We also do not know if Baer Air issued Greer an IRS Form 1099 for the amount in which his outstanding balance was reduced, or whether Greer did or should have reported this amount on his federal income tax returns.

iv. Other Miscellaneous Expenses: \$97,441.57

Based on interviews, emails, and other documents (or lack thereof), we find that the following miscellaneous expenses were primarily not related to RPOF business:

Date	Description	Amount	Comments
01/28/07	Best Buy	\$967.76	Sansom: Electronics ²⁸
03/01/07	Books-A-Million	\$262.88	Sansom: Books ²⁹

²⁷ The correspondence between Greer and Baer illustrates this conflict. In the May 27, 2008 email, for example, Baer told Greer that he could pay off his balance of nearly \$85,000 “in just under 500 revenue hours . . . [t]his would be about 18 months of utilization.” In other words, the more that Greer caused the RPOF (and others) to use his plane, the sooner his outstanding balance would be satisfied.

²⁸ For all of Ray Sansom’s (“Sansom”) charges at Best Buy, he indicated through his counsel that he used his RPOF-issued credit card to purchase computers and other equipment because he was asked to do so in order to ensure that such items were not state owned and/or being used for political purposes. Subsequently, through counsel, Sansom indicated that he found in storage some of the \$10,468 worth of items that he purchased: two laptops; DVD players; GPS units; computer accessories; and a camera. He offered to return them to the RPOF, but given their age and unknown condition, the RPOF has not agreed to take the items back.

²⁹ For all of Sansom’s charges at Books-A-Million, Barnes & Nobles, Bookland, and Borders, he indicated through his counsel that they were for “suggested reading” for House members, staff and others. Sansom, however, did not provide us with any further information about the charges. He incurred a total of \$1,389.97 for books, newspapers, and magazines on his RPOF credit card.

Date	Description	Amount	Comments
05/12/07	Sports Illustrated	\$29.95	Sansom: Magazine subscription
05/12/07	Best Buy	\$60.92	Sansom: Electronics
05/12/07	Barnes & Noble	\$10.59	Sansom: Books
06/26/07	Barnes & Noble	\$21.61	Sansom: Books
07/08/07	Best Buy	\$1,718.20	Sansom: Electronics
08/22/07	Best Buy	\$971.14	Sansom: Electronics
09/02/07	Books-A-Million	\$34.75	Sansom: Books
09/22/07	Barnes & Noble	\$15.81	Sansom: Books (aggregate of two charges on 9/22/07)
10/01/07	Best Buy	\$994.26	Sansom: Electronics
10/02/07	Best Buy	\$761.08	Sansom: Electronics
10/13/07	Kenneth Cole	\$224.66	Sansom: Briefcase
11/23/07	Books-A-Million	\$104.55	Sansom: Books
11/25/07	Barnes & Noble	\$65.58	Sansom: Books
12/08/07	Best Buy	\$566.95	Sansom: Electronics
12/22/07	Books-A-Million	\$80.01	Sansom: Books
01/09/07	Best Buy	\$1,889.49	Sansom: Electronics (aggregate of a charge and a credit on 1/09/07)
01/27/08	Barnes & Noble	\$109.98	Sansom: Books
02/04/08	Best Buy	\$95.39	Sansom: Electronics
04/05/08	Best Buy	\$476.99	Sansom: Electronics
04/13/08	Bookland	\$40.65	Sansom: Books
04/19/08	Best Buy	\$635.99	Sansom: Electronics
04/20/08	Best Buy	\$303.09	Sansom: Electronics
04/21/08	Best Buy	\$195.05	Sansom: Electronics

Date	Description	Amount	Comments
04/25/08	JW Marriott Washington DC	\$53.81	Greer: Personal items
04/26/08	JW Marriott Washington DC	\$40.50	Greer: Personal items
05/05/08	Best Buy	\$425.00	Sansom: Electronics
05/16/08	Cole Haan	\$320.95	Sansom: Luggage
05/20/08	Miami Marriott Biscayne Bay	\$39.52	Greer: Personal items
05/20/08	Delta Air Lines	\$3,084.70	Melanie Phister/Sansom: Ticket (plus agency fee) to London for the mother of Sansom's aide. ³⁰
06/04/08	Vinoy Renaissance St. Petersburg Resort & Golf Club	\$71.49	Greer: Personal items
06/05/08	Vinoy Renaissance St. Petersburg Resort & Golf Club	\$58.33	Greer: Personal items
06/05/08	Borders Books	\$91.56	Sansom: Books
06/05/08	Books-A-Million	\$44.34	Sansom: Books
06/15/08	Books-A-Million	\$100.92	Sansom: Books
07/03/08	Hudson News; Atlanta	\$38.37	Sansom: News
07/03/08	Hudson News; Atlanta	\$52.36	Sansom: News
07/07/08	Apple Co.; New York	\$2,112.17	Sansom: Computer
07/10/08	Original London Sightseeing Tour; London	\$227.33	Melanie Phister/Sansom: Sightseeing tour for Sansom's family ³¹
07/11/08	Original London Sightseeing Tour; London	\$94.39	Melanie Phister/Sansom: Sightseeing tour for Sansom's family

³⁰ In July 2008, Sansom travelled to London with his wife, three children, Melanie Phister (former RPOF Director of Finance for House campaigns), and Ms. Phister's mother. The trip appears to have been related to RPOF business, and Governor Crist and Greer also went on the trip. (Neither Greer or Crist sought reimbursement for their expenses from the London trip.) Ms. Phister told us that Sansom insisted that she bring someone with her on the trip because she would have a lot of time alone or with his family. She felt uncomfortable and voiced her opposition to Sansom, however he insisted, so she invited her mother. That charge, as well as those identified below, was put on her RPOF credit card. We take no issue with Ms. Phister and find that she did not want to incur the charge, but we conclude in any event that the charge was primarily not related to RPOF business.

³¹ Ms. Phister told us that she arranged several sightseeing tours for Sansom's family while Sansom was attending to other matters.

Date	Description	Amount	Comments
07/11/08	Queen's Gallery Admission; London	\$29.43	Melanie Phister/Sansom: Sightseeing tour for Sansom's family
07/12/08	Original London Sightseeing Tour; London	\$182.69	Melanie Phister/Sansom: Sightseeing tour for Sansom's family
07/12/08	Evan Evans Tours; London	\$1,522.43	Melanie Phister/Sansom: Sightseeing tour for Sansom's family
07/12/08	Tower of London; London	\$77.03	Melanie Phister/Sansom: Sightseeing tour for Sansom's family
07/16/08	Harrods; London	\$222.11	Melanie Phister/Sansom: Unknown
07/16/08	Harrods; London	\$14.36	Melanie Phister/Sansom: Unknown
07/20/08	Best Buy	\$608.39	Sansom: Electronics
08/03/08	Books-A-Million	\$14.40	Sansom: Books
08/06/08	Best Buy	\$329.64	Sansom: Electronics
08/09/08	Best Buy	\$137.79	Sansom: Electronics
08/09/08	Best Buy	(Credit \$318.00)	Sansom: Electronics
08/22/08	Barnes & Noble	\$129.01	Sansom: Books
08/28/08	Seminole Cigars	\$259.65	Greer: Personal items
09/16/08	Best Buy	\$386.86	Sansom: Electronics
10/17/08	Clothing; Sandestin, Fla.	\$165.32	Sansom: Sporting goods
11/02/08	Barnes & Noble	\$12.68	Sansom: Books
11/03/08	Books-A-Million	\$73.02	Sansom: Books
11/13/08	People Magazine	\$56.95	Sansom: Magazine subscription
11/28/08	Merry Maids	\$175.00	Greer: Personal items

Date	Description	Amount	Comments
12/17/08	AT&T (Cingular Wireless)	\$647.85	Greer: Bills include family charges ³²
01/08/09	Rosen Shingle Creek & Golf Club	\$8.72	Greer: Personal items
01/09/09	Rosen Shingle Creek & Golf Club	\$181.06	Greer: Excessive room service, minibar, gift shop, etc.
01/10/09	Rosen Shingle Creek & Golf Club	\$1,170.50	Greer: Excessive room service, minibar, gift shop, etc.
01/11/09	Rosen Shingle Creek & Golf Club	\$247.00	Johnson or Greer: Spa charges
01/11/09	Rosen Shingle Creek & Golf Club	\$232.59	Johnson or Greer: Spa charges
01/11/09	Rosen Shingle Creek & Golf Club	\$195.36	Johnson: Excessive room service, minibar, gift shop, etc. (aggregate of several charges)
01/16/09	AT&T (Cingular Wireless)	\$597.71	Greer: Bills include family charges
01/28/09	The Mayflower® Renaissance Washington DC Hotel	\$19.71	Greer: Excessive room service, minibar, gift shop, etc.
01/29/09	The Mayflower® Renaissance Washington DC Hotel	\$60.46	Greer: Excessive room service, minibar, gift shop, etc.
01/30/09	The Mayflower® Renaissance Washington DC Hotel	\$279.05	Greer: Excessive room service, minibar, gift shop, etc.
01/31/09	The Mayflower® Renaissance Washington DC Hotel	\$248.28	Greer: Excessive room service, minibar, gift shop, etc.
02/01/09	The Mayflower® Renaissance Washington DC Hotel	\$31.37	Greer: Excessive room service, minibar, gift shop, etc.
02/03/09	The Mayflower® Renaissance Washington DC Hotel	\$2,332.98	Greer: Lisa Greer's room. (Crist family may have been with Greers).
02/16/09	AT&T (Cingular Wireless)	\$1,224.62	Greer: Bills include family charges

³² The AT&T charges were for four cellular numbers, one of which was Greer's cell phone that he used for RPOF business, and the others reportedly were for phones used by his family. After Greer resigned, he instructed an RPOF employee to send all of the AT&T statements to him, so we were unable to review the statements and differentiate the amounts.

Date	Description	Amount	Comments
03/19/09	AT&T (Cingular Wireless)	\$1,137.23	Greer: Bills include family charges
04/17/09	AT&T (Cingular Wireless)	\$1,257.27	Greer: Bills include family charges
04/19/09	Jet Set Transportation	\$195.00	Greer: Emails/itinerary indicate personal trip
04/19/09	Inn/Marina at Fisher island	\$3,865.89	Greer: Emails/itinerary indicate personal trip
05/05/09	Delta Airlines	\$849.20	Greer: Emails/itinerary indicate personal trip (NY Artrageous Event - Lisa Greer Sponsor)
05/08/09	Crowne Plaza Times Square	\$272.52	Greer: Emails/itinerary indicate personal trip (NY Artrageous Event - Lisa Greer Sponsor)
05/11/09	Blue Fin	\$54.44	Greer: Emails/itinerary indicate personal trip (NY Artrageous Event - Lisa Greer Sponsor)
05/11/09	47th Digital	\$54.18	Greer: Emails/itinerary indicate personal trip (NY Artrageous Event - Lisa Greer Sponsor)
05/12/09	Crowne Plaza Times Square	\$215.81	Greer: Emails/itinerary indicate personal trip (NY Artrageous Event - Lisa Greer Sponsor)
05/12/09	Crowne Plaza Times Square	\$373.44	Greer: Emails/itinerary indicate personal trip (NY Artrageous Event - Lisa Greer Sponsor)
05/12/09	Write Ideas	\$5,616.79	Greer: Emails/documents indicate personal charges relating to Greer's son's baprtism
05/13/09	Our Town Limo	\$489.00	Greer: Emails/itinerary indicate personal trip (NY Artrageous Event - Lisa Greer Sponsor)
05/13/09	Our Town Limo	\$174.80	Greer: Emails/itinerary indicate personal trip (NY Artrageous Event - Lisa Greer Sponsor)
05/17/09	AT&T (Cingular Wireless)	\$1,775.64	Greer: Bills include family charges
05/21/09	The Breakers	\$280.00	Greer: Hotel room deposit - Greer personally paid remaining balance of trip charges
05/24/09	California Grill; Lake Bona Vista, FL	\$404.32	Greer: Emails/itinerary indicate personal day
05/23-24/09	Disney In-Kind tickets ³³	\$1,059.70	Greer: Emails/itinerary indicate personal day

³³ These tickets were donated to the RPOF by Disney, which we understand was not uncommon.

Date	Description	Amount	Comments
06/05/09	Del Friscos	\$3,164.39	Johnson/Greer: Emails indicated primarily personal expense
06/12/09	Walt Disney World (Contemporary Hotel)	\$2,025.00	Greer: Emails/itinerary indicate personal trip with Crist family
06/13/09	Universal Studios	\$809.36	Greer: Emails/itinerary indicate personal trip with Crist family
06/14/09	Walt Disney World (Contemporary Hotel)	\$550.00	Greer: Emails/itinerary indicate personal trip with Crist family
06/14/09	Walt Disney World (Contemporary Hotel)	\$4,732.13	Greer: Emails/itinerary indicate personal trip with Crist family
06/14/09	Walt Disney World (Contemporary Hotel)	\$1,103.35	Greer: Emails/itinerary indicate personal trip with Crist family
06/15/09	Walt Disney World (Contemporary Hotel)	\$15.64	Greer: Emails/itinerary indicate personal trip with Crist family
06/15/09	Walt Disney World (Contemporary Hotel)	\$2,025.00	Greer: Emails/itinerary indicate personal trip with Crist family
06/15/09	Walt Disney World (Contemporary Hotel)	\$2,145.11	Greer: Emails/itinerary indicate personal trip with Crist family
06/15/09	Walt Disney World (Contemporary Hotel)	\$30.00	Greer: Emails/itinerary indicate personal trip with Crist family
06/17/09	AT&T (Cingular Wireless)	\$1,101.12	Greer: Bills include family charges
06/19/09	Caribe Hilton (San Juan, P.R.)	\$54.14	Johnson: Expense for anniversary gift to Greers
06/19/09	Flores & Services, Inc. (San Juan, P.R.)	\$80.25	Johnson: Expense for anniversary gift to Greers
07/03/09	Best Western (Cocoa Beach, Fla)	\$1,926.42	Greer: Emails/itinerary indicate personal trip
07/04/09	Aggregate charges, including meals and Ron Jon Surf Shop (Cocoa Beach, Fla)	\$263.07	Johnson: Emails/itinerary indicate personal trip
07/05/09	Best Western	\$233.64	Greer: Emails/itinerary indicate personal trip
07/17/09	AT&T (Cingular Wireless)	\$2,425.06	Greer: Emails/itinerary indicate personal trip

Date	Description	Amount	Comments
08/17/09	AT&T (Cingular Wireless)	\$4,070.50	Greer: Bills include family charges
08/26/09	Fisher Island Resort	\$516.20	Greer: Emails/itinerary indicate personal trip
08/26/09	Fisher Island Resort	\$580.40	Greer: Emails/itinerary indicate personal trip
08/28/09	Jetset Transportation	\$682.50	Greer: Emails/itinerary indicate personal trip
08/30/09	Fisher Island Resort	\$658.72	Greer: Emails/itinerary indicate personal trip
08/30/09	Fisher Island Resort	\$707.63	Greer: Emails/itinerary indicate personal trip
09/15/09	Loews Miami Beach Hotel	\$132.04	Greer: Personal items
09/16/09	Loews Miami Beach Hotel	\$71.18	Greer: Personal items
09/24/09	Crowne Plaza Times Square Manhattan	\$503.21	Greer: Greer or Crist spouse charges before Greer/Crist arrival ³⁴
09/24/09	Crowne Plaza Times Square Manhattan	\$346.61	Greer: Greer or Crist spouse charges before Greer/Crist arrival
09/25/09	Crowne Plaza Times Square Manhattan	\$346.61	Greer: Greer or Crist spouse charges before Greer/Crist arrival
09/25/09	Crowne Plaza Times Square Manhattan	\$346.61	Greer: Greer or Crist spouse charges before Greer/Crist arrival
09/26/09	Crowne Plaza Times Square Manhattan	\$46.52	Greer: Greer or Crist spouse charges before Greer/Crist arrival
09/26/09	Crowne Plaza Times Square Manhattan	\$454.18	Greer: Appears to be Crist family charges
09/27/09	Crowne Plaza Times Square Manhattan	\$339.90	Greer: Emails/itinerary indicate personal day
09/27/09	Central Park Boathouse Restaurant	\$480.52	Greer: Emails/itinerary indicate personal day
09/27/09	Crowne Plaza Times Square Manhattan	\$51.57	Greer: Emails/itinerary indicate personal day

³⁴ On September 26, 2009, Greer and Crist arrived in New York for a fundraising event for Crist's senatorial campaign. However, their spouses had arrived in New York on September 24, 2009, and their hotel and related expenses were charged to the RPOF.

Date	Description	Amount	Comments
09/27/09	Crowne Plaza Times Square Manhattan	\$460.70	Greer: Emails/itinerary indicate personal day
10/03/09	Yacht Club Resort	\$660.30	Greer: Emails/itinerary indicate personal trip with Eikenberg family
10/05/09	Yacht Club Resort 2	\$2,036.48	Greer: Emails/itinerary indicate personal trip with Eikenberg family
10/08/09	D. Arthur McBride Portrait Studio	\$3,000.00	Greer: Oil portrait of Jim Greer
10/09; 12/09	D. Arthur McBride Portrait Studio	\$2,500.00	Johnson: Oil portrait of Johnson
10/10/09	Fontainebleau	\$531.80	Greer: Emails/itinerary do not indicate RPOF business
10/11/09	Club Nautico	\$640.93	Greer: Emails/itinerary indicate personal trip with Crist family
10/12/09	Fisher Island Inn	\$3,092.91	Greer: Emails/itinerary indicate personal trip with Crist family
10/12/09	Miami Beach Marina	\$51.99	Greer: Emails/itinerary indicate personal trip with Crist family
11/20/09	Apple Computer, Inc. ³⁵	Approx. \$3,443.25	Johnson: Computer, software, and other items.
11/30/09	Staples ³⁶	\$692.21	Johnson: Garmin GPS and accessories.
12/17/09	Best Buy ³⁷	\$188.10	Johnson: Digital camera and accessories.
	TOTAL	\$97,441.57	

³⁵The total charge was \$10,329.75 for three laptop computers and software. Two of the laptops were returned to or are in use by the RPOF; however, Johnson still has the third laptop so we divided the total by three. Johnson said that he received permission from the RPOF to keep the laptop.

³⁶ Johnson returned a GPS unit to the RPOF, but it was not the same one purchased on his RPOF credit card (and it was a cheaper unit).

³⁷ Johnson returned a digital camera to the RPOF, but it was not the same one purchased on his RPOF credit card (and it was a cheaper camera).

2. Probably Not Related To RPOF Business: \$98,412.26

Based on the available evidence, we conclude that the following expenses probably are not related to RPOF business:

a. Groundgame Consulting LLC: \$10,000.00

Groundgame Consulting LLC ("Groundgame") is a company formed by Erik Eikenberg ("Eikenberg") on November 3, 2009, and to which the RPOF paid a total of \$10,000 in November and December 2009. According to Florida state public records, Groundgame consists solely of Eikenberg and his wife as the Registered Agent. Groundgame did not have any other clients at the time, nor has it had any other clients since. Groundgame's principal address is Eikenberg's home address.

Eikenberg had worked in Governor Crist's office. He left the Governor's Office in late 2009, and was exploring employment opportunities when he formed Groundgame. According to Eikenberg, he formed Groundgame with the sole purpose of providing political consulting to the RPOF during the time he was looking for another full time job. He said that he provided consulting regarding (i) Greer's attempt to invoke Republican National Committee Rule 11, which if passed, would have resulted in the RPOF officially supporting Crist for U.S. Senate; (ii) two polls conducted by third-party polling groups the previous Summer or Fall; and (iii) the upcoming quarterly RPOF Executive Board meeting. Eikenberg said that he consulted with Greer in his capacity as RPOF Chairman and not in Greer's individual capacity, for instance to help Greer personally navigate questions about his performance. Eikenberg told us that he participated in many meetings (mostly after business hours) and phone calls only with Greer. He said that all of his consulting was delivered verbally and that there is no tangible evidence of his work product. Notably, there was no contract or other agreement between the RPOF and Groundgame.

Eikenberg said that Greer suggested that Groundgame be paid a flat fee of \$10,000 for Eikenberg's services, and they agreed to split it into two payments. On November 18, 2009, Greer asked Swartz to issue a check to Groundgame for \$5,000 for polling. Greer did not tell Swartz that Groundgame was Eikenberg's company (Swartz knew who Eikenberg was), or about any payment agreement with Eikenberg. Swartz told Greer that he needed an invoice from Groundgame before he could issue a check, and Greer said that he would provide one. Greer did not, however.³⁸ Nevertheless, Greer instructed Swartz to issue the check, and Swartz did as instructed. The RPOF issued a check to Groundgame on November 18th for \$5,000.

The next month, on December 17, 2009, Greer again told Swartz to issue a check to Groundgame for \$5,000, and again Swartz asked for an invoice. Greer subsequently

³⁸ Eikenberg said that he submitted invoices before he received any of the payments; however, Swartz denied this and at least one email we reviewed shows that the November payment was made to Groundgame before Swartz had received an invoice.

provided him with two invoices at or about the same time, one dated November 16, 2009, and one dated December 2, 2009. Both invoices describe the services rendered as “Survey/polling/analysis.” Swartz had a check issued to Groundgame on December 17th for \$5,000. In the process, an RPOF employee recognized Groundgame's mailing address on the invoices as being the same as Eikenberg's home address, which was confirmed by the information about Groundgame on Florida state records.

Jason Gonzalez, outside counsel to the RPOF, stated that he spoke to Eikenberg in late 2009 about the consulting that he was planning on doing for the RPOF and about whether any campaign or election laws would prevent him from doing so. Eikenberg did not describe what consulting services he was going to provide other than to say that Greer had asked to consult about several issues facing the RPOF. Eikenberg also told Gonzalez that he would be joining the Crist for U.S. Senate campaign soon. Gonzalez said that he told Eikenberg that consulting for the RPOF would be okay as long as it was not related to any work that he would be doing for the Crist for U.S. Senate campaign.

Johnson told us a different story about Groundgame. He said that Greer told him that Eikenberg was going to be hired by the Crist for U.S. Senate Campaign and that Eikenberg wanted a sign-on bonus from the Campaign.³⁹ The Campaign, however, could not or would not pay him the bonus, so – according to Johnson - Greer told Eikenberg that if he set up a company the RPOF would pay the sign-on bonus for the Campaign. Johnson was not a participant in any meetings or calls with Eikenberg, nor was he aware of any political consulting that Eikenberg provided to the RPOF. We were not able to discuss this version with Greer, but Eikenberg denied Johnson's account.

Johnson's version, however, appears to be inconsistent with a prior statement about Groundgame that he made to the RPOF before we were retained. During the late March 2010 meeting between Johnson and the RPOF in which he provided information about Victory Strategies, referred to above, Johnson also was asked about Groundgame. Swartz showed him the two Groundgame invoices and explained to him that Eikenberg owned the company. Johnson said that he knew nothing about the invoices and he did not refer to any alleged bonus payment for Eikenberg.

Due to the varying accounts of the payments to Groundgame, we felt that it was necessary to present them both to the RPOF in this Report. We find, however, that Gonzalez corroborated the information provided by Eikenberg. Johnson did not substantiate his version or reconcile it with his prior statement. As a result, we are unable to find that the payments to Groundgame constituted a bonus that was paid on behalf of the Crist for U.S. Senate Campaign.

Nonetheless, the RPOF's policies required Greer to enter into a contract with Groundgame for any consulting services (as was done with all other consultants). This policy exists, at least in part, so that the RPOF's independent outside auditors can render a conclusion that expenses are ordinary and necessary to conduct business for the RPOF.

³⁹ We understand that Eikenberg started working with the Crist for U.S. Senate Campaign effective November 1, 2009.

Indeed, this lack of documentation is the same kind of material weakness that caused TBL to be unable to issue an opinion regarding the authenticity of certain expenses for travel, meals, and entertainment. Accordingly, while we place no blame on Eikenberg, we are unable to verify that the payments to Groundgame were related to RPOF business because Greer did not enter into a contract between the RPOF and Groundgame.

b. Delmar Johnson 2009 Bonuses: \$45,000.00

At the beginning of 2009, Delmar Johnson's gross salary was \$100,000.⁴⁰ Johnson said that at some point during 2009 there was an agreement between him and Greer that Johnson's salary would be increased and/or bonuses provided so that Johnson's *net* salary would be \$100,000. In August 2009, Johnson's gross salary was increased to \$126,000, which depending upon his effective tax rate, could approximate a net salary of \$100,000. Johnson, however, also received a total of \$45,000 in three additional bonuses in late 2009.

On September 29, 2009, Johnson received a bonus of \$10,000; on October 29, 2009, Johnson received a bonus of \$10,000; and on November 27, 2009, Johnson received a bonus of \$25,000. These bonuses were described by Greer to Swartz as being performance bonuses, but Greer did not identify anything specific about Johnson's performance that justified the bonuses. Johnson told us, however, that these bonuses were provided so that he would reach a net salary of \$100,000, not that he was being compensated for his performance. Johnson's gross salary by the end of 2009 including the bonuses was \$171,000, which would have materially exceeded a net salary of \$100,000.⁴¹

When we raised this inconsistency, Johnson through his counsel changed the purported reason for the bonuses and told us instead that the bonuses were performance based. He indicated that the bonuses were proposed by Swartz and that Johnson, himself, had approved them. Swartz denied proposing any bonuses for Johnson, although we note that others at the RPOF also received bonuses in 2009.

In light of the totality of the circumstances, including the fact that Johnson provided varying accounts about why he received the bonuses, we conclude that Johnson's bonuses probably were not for RPOF business.

⁴⁰ The RPOF also paid for the rent on Johnson's house in Tallahassee, which amounted to \$29,700 during 2009. We understand that the rent also may have included utilities and lawn care.

⁴¹ As indicated above, Johnson also received \$65,093.00 from Victory Strategies during 2009.

c. Other Miscellaneous Expenses: \$43,412.26

Based on interviews, emails, and other documents (or lack thereof), we find that the following miscellaneous expenses were probably not related to RPOF business:

Date	Description	Amount	Comments
03/01/07	Brighton Collectibles; Destin, Fla.	\$671.78	Sansom: Bracelets purportedly for legislators' spouses and staff
03/01/07	Brighton Collectibles; Destin, Fla.	\$101.23	Sansom: Bracelets purportedly for legislators' spouses and staff
11/19/07	P. Graham Dunn	\$602.21	Sansom: Office furnishings
12/10/07	Best Buy	\$292.67	Sansom: Electronics (aggregate of two charges on 12/10/07 and a credit on 12/29/07) ⁴²
12/24/07	Bombay Company	\$176.80	Sansom: Office chair
02/01/08	Photoworks, Inc.; Seattle, WA	\$1,386.65	Sansom: Picture for office
02/06/08	Garnet & Gold Stadium	\$145.07	Sansom: Gifts purportedly for members and staff
02/07/08	Photoworks, Inc.; Seattle, WA	\$453.25	Sansom: Picture for his office
06/23/08	Delta Air Lines	\$2,058.00	Sansom: Tickets for wife and children to travel from Orlando, Fla. to Asheville, NC
06/26/08	Delta Air Lines	\$936.00	Sansom: Tickets for wife and children to travel from New York, NY to Destin, Fla.
07/29/08	Delta Air Lines	\$1,585.00	Sansom: Tickets and fees for wife and children to travel from New York, NY to Destin, Fla.
10/04/08	Paradies; Atlanta	\$14.62	Sansom: Gift to members or staff
10/27/08	Kodak Gallery	\$541.34	Sansom: Pictures for office
05/12/09	Crowne Plaza Times Square, NY	\$215.81	Greer: Unknown charge, but emails/itineraries indicate personal trip (NY Artrageous Event)
05/12/09	Crowne Plaza Times Square, NY	\$373.44	Greer: Unknown charge, but emails/itineraries indicate personal trip (NY Artrageous Event)
06/03/09	Real Joy Properties; Destin, Fla.	\$802.59	Unknown: Charge is on Johnson's credit card for a condo rental in Destin over a weekend. Johnson said that he was unaware of the charge.
06/19/09	Plane ticket for Michael Yaworsky ⁴³	\$1,590.40	Greer/Johnson approved: Benefit received by RPOF employee after employment

⁴² These charges were at a Best Buy in Richfield, Minnesota during the Republican National Convention. Accordingly, we have distinguished these Best Buy charges from the others because it is possible that they were somehow related to RPOF business. However, we were not provided with any information by Sansom about the charges.

⁴³ Michael Yaworsky is Johnson's cousin. Johnson explained that at times he or Greer approved post-employment benefits to certain employees who had done a good job. He said that this plane

Date	Description	Amount	Comments
07/15/09	Michael Yaworsky ⁴⁴	\$6,417.50	Greer/Johnson approved: Benefit received by RPOF employee after employment
08/02/09	Mr. Chow; Beverly Hills, CA ⁴⁵	\$1,095.38	Greer: No indication of RPOF business; emails confirm that spouse was present.
08/04/09	Cut & Side Bar by Wolf; Beverly Hills, CA	\$898.21	Greer: No indication of RPOF business; emails confirm that spouse was present.
08/05/09	Beverly Hills Rent-a-Car	\$1,994.39	Greer: No indication of RPOF business; emails confirm that spouse was present.
10/28/09	Delta Air Lines ⁴⁶	\$2,409.20	Greer and/or Dorworth: Travel from Los Angeles to Las Vegas
10/28/09	Southwest Air Lines	\$362.20	Johnson: Travel from San Francisco to Las Vegas
10/28/09	Delmonicos at Venetian	\$480.00	Greer and/or Johnson: Meal in Las Vegas
10/29/09	Natures Table	\$6.69	Greer and/or Johnson: Meal in Las Vegas
10/29/09	Wittlea/Henderson (Taxi)	\$25.00	Greer and/or Johnson: Transportation in Las Vegas

ticket was such a benefit. We do not find any written evidence to support this purpose, or indicating whether providing these kinds of benefits was done consistently. We also do not know if Mr. Yaworsky did or should have included this amount on his federal income tax return. In any event, because the ticket undisputedly was paid for after his employment ended, we conclude that it probably was not related to RPOF business.

⁴⁴ Johnson approved of and instructed Swartz to continue Yaworsky's salary for a month and a half after he left the RPOF. This portion represents a calculation of the net amount Yaworsky received and the RPOF's portion of taxes it paid.

⁴⁵ Los Angeles, CA (8/2/09 – 8/5/09) – Greer's itineraries indicate that he had a "brunch meeting" in Los Angeles on 8/1/09, but the available evidence does not show the purpose of the meeting or who attended. The itineraries note that he had "personal time" for the remainder of the day on 8/1/09. Emails confirm that Greer's wife accompanied him to Los Angeles, but he did not charge or seek reimbursement for her airfare. On 8/2/09, Greer's itineraries indicate that he flew from Los Angeles to Aspen, CO to attend a fundraising event for the Crist for U.S. Senate Campaign, and that Greer returned to Los Angeles on 8/3/09. We note that Greer did not charge or seek reimbursement for his flight to/from Aspen, or for any other expenses relating to the Aspen trip, such as hotel or meals. The available evidence does not substantiate that Greer was conducting RPOF business at the Crist fundraiser, at least more than on a nominal basis. For 8/04/09 or 8/05/09, we found no evidence that Greer conducted RPOF business in Beverly Hills.

⁴⁶ Las Vegas, NV (10/28/09 – 10/31/09) – We understand that on or about October 30, 2009, Greer attended a fundraising event for Crist for U.S. Senate Campaign in Las Vegas. Florida State Representative Chris Dorworth also was in Las Vegas with Greer. At the time, Johnson was attending a Federal Election Commission ("FEC") meeting with other RPOF personnel in San Francisco, but he received a request by Greer to come to Las Vegas, which he did. Johnson told us that he met with several potential donors to the RPOF while in Las Vegas, but his expense reimbursement form did not provide those details. Also, the expense reimbursement form that Johnson signed for the Las Vegas expenses indicated that all the expenses were related to the FEC Conference in San Francisco. Moreover, when Johnson submitted his Las Vegas hotel folios with his expense reimbursement, several of the items on the folio that he was reimbursed for were blacked out and he provided no explanation about the items. Given the totality of the circumstances, it does not appear that Greer or Johnson was conducting RPOF business while in Las Vegas more than on a nominal basis.

Date	Description	Amount	Comments
10/29/09	Grand Lux Café	\$75.00	Greer and/or Johnson: Meal in Las Vegas
10/29/09	Venetian Palazzo	\$57.23	Greer and/or Johnson: Supplies in Las Vegas
10/29/09	Yellow-Checker-Star	\$35.00	Greer and/or Johnson: Transportation in Las Vegas
10/29/09	Vegas-Wester Cab	\$30.00	Greer and/or Johnson: Transportation in Las Vegas
10/30/09	Before I Go	\$162.15	Greer and/or Johnson: Meal in Las Vegas
10/30/09	The Palazzo	\$1,120.28	Greer: Hotel in Las Vegas
10/30/09	The Palazzo	\$748.08	Dorworth: Hotel in Las Vegas
10/30/09	Before I Go	\$81.05	Greer and/or Johnson: Meal in Las Vegas
10/30/09	San Gemardo	\$12.92	Greer and/or Johnson: Meal in Las Vegas
10/30/09	Laguna Bar	\$20.00	Greer and/or Johnson: Meal/drinks in Las Vegas
10/30/09	Grand Lux Café	\$25.00	Greer and/or Johnson: Meal in Las Vegas
10/30/09	Ricodo in the Venetian	\$31.29	Greer and/or Johnson: Meal in Las Vegas
10/30/09	Pizzeria da Enzo	\$18.76	Greer and/or Johnson: Meal in Las Vegas
10/30/09	La Fortuna Plzo	\$8.64	Greer, and/or Johnson: Meal in Las Vegas
10/30/09	Pizzeria da Enzo	\$2.97	Greer and/or Johnson: Meal in Las Vegas
10/30/09	Vegas-Western Cab	\$20.00	Greer and/or Johnson: Transportation in Las Vegas
10/31/09	The Palazzo	\$1,293.46	Greer and/or Johnson: Hotel in Las Vegas
10/31/09	1-800-222-Taxi	\$35.00	Greer and/or Johnson: Transportation in Las Vegas
11/27/09	Tim Nungesser ⁴⁷	\$8,000 net	Greer/Johnson approved: Severance benefit received by RPOF employee after employment
12/30/09	Tim Nungesser	\$6,000 net	Greer/Johnson approved: Severance benefit received by RPOF employee after employment
	TOTAL	\$43,412.26	

⁴⁷ Similar to the airline ticket provided to Michael Yaworsky (*see supra* note 43), Johnson said that Tim Nungesser was paid a gross amount totaling \$20,786.94 in November and December 2009, which was comprised of two payments – a \$8,000 net payment and a \$6,000 net payment. Johnson said that these payments were for a combination of severance, payment for certain legal fees Nungesser had incurred, and a reimbursement of expenses Nungesser incurred while deployed by the RPOF in Virginia. There were no invoices provided for legal fees or receipts for expenses provided, however. We understand that Nungesser was terminated by the RPOF for his involvement in using a fictitious Twitter account. Notably, Johnson initially had submitted a payment for \$8,000 to Mr. Nungesser for “campaign supplies,” but that was not paid by the RPOF accounting staff because no receipts or expense forms for supplies were provided. Also, it seems to be inconsistent to withhold taxes (as was done with both of the payments) if portions were for a payment of legal fees and reimbursement of expenses. We find that the totality of the circumstances shows that these post-employment payments probably were not for RPOF business.

3. Other Noteworthy Items

Below are some items that we identified during the course of our investigation that we could not reach conclusions about, but which we felt were worthwhile to note in the event that further information is made available.

a. Greer's Expenses for the January 2009 Annual Meeting

The RPOF held its annual meeting from January 7-12, 2009 at the Rosen Shingle Creek Hotel in Orlando, Fla. The meeting was attended by hundreds of people, and the RPOF paid for approximately 150 hotel rooms, banquet and meeting rooms, catering, audio and visual equipment, and related expenses. During the annual meeting, Greer was re-elected as Chairman of the RPOF.

There were two rooms reserved for Greer at the Rosen Shingle Creek Hotel, one under Greer's name and one under "Greer (vip) Campaign."⁴⁸ The folio for the Greer Campaign room shows a total of \$15,334.98 that was charged on his RPOF American Express credit card. This amount includes, among other things, an aggregate charge of over \$10,000 to a restaurant in the hotel, which we understand was for a dinner that Greer hosted. The RPOF paid the \$15,334.98 charge.

On January 15, 2009, Greer also was paid \$15,343 directly to him by his political organization called "Jim Greer for Chairman of the Republican Party of Florida." Publicly-available information, including the political organization's federal income tax return, shows that the date of the expenditure was January 15th and the purpose was for "Travel/expense reimbursement." During our interview with Greer, he told us that the similarity between the two figures - \$15,334 and \$15,343 - is a coincidence, and that the payment from his political organization was for various campaign expenses. Greer did not provide further details about these expenses.

Given the similarities in the two expense figures, the time period in which they were incurred, and the purposes for which they were incurred, it is possible that they both could be for the same Greer Campaign room charge at the Rosen Shingle Creek Hotel. If so, and we emphasize that we have not reached any conclusions, Greer may have been reimbursed twice for the same charge.

b. Sansom's Expenses for Flowers

Between February 2007 and January 2009, there were 47 separate charges on Sansom's RPOF credit card at the Friendly Florist of Fort Walton Beach. The total was \$8,143.52. The charges sometimes occurred multiple times a month and ranged from a low of \$68.89 to a high of \$1,359.85. Through his counsel, Sansom said that the charges

⁴⁸ Greer also invited his mother and brother to the meeting, both of whom had hotel rooms that were paid for by the RPOF (\$145.12 each).

were for flowers for legislators, their families, and staff. We have not received any further information about the charges.

c. Restaurants and Convenience Stores

We found a large number of charges on Greer's and Johnson's RPOF credit cards at local restaurants that appear to be for regular lunches and/or dinners. For instance, there were numerous charges at Po Boys and Black Bean, which are in close proximity to the RPOF's headquarters in Tallahassee. The amounts were relatively small, typically around \$25, but their frequency suggests that Greer and Johnson routinely charged their (and possibly others') everyday meals to the RPOF.

We also found a large number of charges on Johnson's RPOF credit card at convenience stores and gas stations, again in small amounts. These do not include larger and oftentimes even-amount charges that presumably were for gas or gas cards. Johnson told us that Greer insisted on always having items such as beverages and candy, and that he regularly put these charges on his credit card.

We have not attempted to investigate each of these charges, nor do we think that the benefit to the RPOF would have justified the cost in doing so.

d. Consultants

The RPOF, as with any political party, retains the services of various political and strategic consultants. We understand that it is not uncommon to have agreements with consultants in which they receive a certain amount of money every month even though they do not provide their services on a consistent basis. In many instances, they provide only verbal advice or recommendations, and there is no written work product to substantiate their services. Moreover, as may be expected, many of these consultants also are personal friends and confidants of Republican leaders or officials. As a result, we were not able to reach definitive conclusions with regard to some consultants. Nevertheless, for those consultants about which the RPOF raised questions, we reviewed agreements and invoices, reviewed available emails, and conducted interviews. For the purposes of this investigation, Groundgame Consulting, LLC was the only such consultant about which we reached a conclusion, as discussed above in G.2.a.

ATTACHMENT A

ATTACHMENT A:

AMEX Detail by Person - Selection Criteria

Person	% of Total per		% of Total per		% of Total per		Grand TOTAL (\$)	% of Grand TOTAL
	2007 (\$)	YR	2008 (\$)	YR	2009 (\$)	YR		
Rimes	\$ 404,841.88	20.90%	\$ 1,412,950.06	41.80%	\$ 242,921.26	13.06%	\$ 2,060,713.20	28.71%
Phister	\$ 454,684.86	23.47%	\$ 691,927.72	20.47%	\$ 126,869.18	6.82%	\$ 1,273,481.76	17.74%
Johnson	\$ 46,339.08	2.39%	\$ 79,823.45	2.36%	\$ 1,127,754.42	60.63%	\$ 1,253,916.95	17.47%
Bishop	\$ 140,013.14	7.23%	\$ 462,260.56	13.68%	\$ 33,038.95	1.78%	\$ 635,312.65	8.85%
Greer	\$ 147,001.65	7.59%	\$ 182,638.05	5.40%	\$ 129,361.66	6.95%	\$ 459,001.36	6.39%
Sansom	\$ 80,297.07	4.15%	\$ 103,427.88	3.06%	\$ 5,499.07	0.30%	\$ 189,224.02	2.64%
Ulrich		0.00%	\$ 112,620.69	3.33%	\$ 75,519.46	4.06%	\$ 188,140.15	2.62%
Madden	\$ 176,495.65	9.11%	\$ 6,665.41	0.20%	\$ 215.14	0.01%	\$ 183,376.20	2.55%
Cannon	\$ 106,665.88	5.51%	\$ 51,226.64	1.52%	\$ 9,839.71	0.53%	\$ 167,732.23	2.34%
Collins		0.00%	\$ 67,883.65	2.01%	\$ 47,528.93	2.56%	\$ 115,412.58	1.61%
Rubio	\$ 54,157.39	2.80%	\$ 39,488.07	1.17%	\$ 314.00	0.02%	\$ 93,959.46	1.31%
Palmer	\$ 85,536.15	4.42%		0.00%		0.00%	\$ 85,536.15	1.19%
Corcoran	\$ 83,092.08	4.29%		0.00%		0.00%	\$ 83,092.08	1.16%
Wiggins	\$ 42,123.75	2.17%	\$ 31,156.21	0.92%	\$ 6,725.33	0.36%	\$ 80,005.29	1.11%
Seidel	\$ 2,355.91	0.12%	\$ 41,807.25	1.24%	\$ 15,535.52	0.84%	\$ 59,698.68	0.83%
Atwater	\$ 9,733.66	0.50%	\$ 19,769.18	0.58%	\$ 14,692.57	0.79%	\$ 44,195.41	0.62%
Jordan	\$ 42,503.32	2.19%		0.00%		0.00%	\$ 42,503.32	0.59%
Miller	\$ 29,576.76	1.53%	\$ 11,060.28	0.33%		0.00%	\$ 40,637.04	0.57%
Clark		0.00%	\$ 20,571.14	0.61%	\$ 3,904.36	0.21%	\$ 24,475.50	0.34%
Eagle		0.00%	\$ 4,896.83	0.14%	\$ 15,226.18	0.82%	\$ 20,123.01	0.28%
Pruitt	\$ 5,391.09	0.28%	\$ 9,519.08	0.28%	\$ 543.29	0.03%	\$ 15,453.46	0.22%
Beaubien		0.00%	\$ 14,559.65	0.43%	\$ 801.97	0.04%	\$ 15,361.62	0.21%
Webster	\$ 5,869.16	0.30%	\$ 3,749.48	0.11%		0.00%	\$ 9,618.64	0.13%
Chandler	\$ 7,849.15	0.41%	\$ 412.60	0.01%		0.00%	\$ 8,261.75	0.12%
Springer	\$ 4,192.76	0.22%	\$ 2,552.86	0.08%	\$ 1,019.15	0.05%	\$ 7,764.77	0.11%
Stevens	\$ 1,212.24	0.06%	\$ 4,810.77	0.14%	\$ 511.16	0.03%	\$ 6,534.17	0.09%
Francisco	\$ 5,365.60	0.28%		0.00%		0.00%	\$ 5,365.60	0.07%
Yaworsky		0.00%	\$ 3,128.95	0.09%		0.00%	\$ 3,128.95	0.04%
Haridopolis		0.00%		0.00%	\$ 2,347.41	0.13%	\$ 2,347.41	0.03%
Kaplan	\$ 1,418.95	0.07%		0.00%		0.00%	\$ 1,418.95	0.02%
Dean		0.00%	\$ 1,334.60	0.04%		0.00%	\$ 1,334.60	0.02%
Bense	\$ 411.88	0.02%		0.00%		0.00%	\$ 411.88	0.01%
Gardiner		0.00%		0.00%	\$ 10.00	0.00%	\$ 10.00	0.00%
Grand Total	\$ 1,937,129.06	100%	\$ 3,380,241.06	100%	\$ 1,860,178.72	100%	\$ 7,177,548.84	100%

ATTACHMENT B

ATTACHMENT B: RPOF - Analysis of Hours Invoiced by Baer Air for Aircraft #N27631

Count	Invoice Number	Fly Date for Tail # N27631	RPOF Invoice Rate	RPOF Hours Invoiced	Estimated hrs [1]	RPOF Invoice Amount	Total Maintenance Accrual Rate - est (Greer + Ongoing)	Estimated Greer - Maintenance Accrual Rate (est) [2]	TOTAL Maintenance Accrual Amount (est.)	Greer - Maintenance Accrual Amount (est) [2]
1	1387	06/26/07	\$675	2.3		\$1,553	\$185	\$135	\$426	\$311
2	1424	07/07/07	\$1,875	0.0	1.30	\$1,875	\$185	\$135	\$241	\$176
3	1424	07/08/07	\$1,875	0.0	1.30	\$1,875	\$185	\$135	\$241	\$176
4	1424	07/12/07	\$2,050	0.0	0.80	\$2,050	\$185	\$135	\$148	\$108
5	1424	07/13/07	\$3,276	0.0	1.20	\$3,276	\$185	\$135	\$222	\$162
6	1424	07/14/07	\$1,360	0.0	0.70	\$1,360	\$185	\$135	\$130	\$95
7	1469	07/31/07	\$2,720	0.0	1.20	\$2,720	\$185	\$135	\$222	\$162
8	1469	07/31/07	\$2,720	0.0	1.20	\$2,720	\$185	\$135	\$222	\$162
9	1468	08/02/07	\$2,972	0.0	2.20	\$2,972	\$185	\$135	\$407	\$297
10	1468	08/02/07	\$2,972	0.0	2.20	\$2,972	\$185	\$135	\$407	\$297
11	1475	08/04/07	\$2,450	0.0	1.60	\$2,450	\$185	\$135	\$296	\$216
12	1485	08/08/07	\$2,550	0.0	1.10	\$2,550	\$185	\$135	\$204	\$149
13	1499	08/15/07	\$2,073	0.0	2.60	\$2,073	\$185	\$135	\$481	\$351
14	1517	08/18/07	\$675	1.5		\$1,013	\$185	\$135	\$278	\$203
15	1518	08/20/07	\$675	1.5		\$1,013	\$185	\$135	\$278	\$203
16	1518	08/21/07	\$675	1.4		\$945	\$185	\$135	\$259	\$189
17	1536	08/29/07	\$675	2.5		\$1,688	\$185	\$135	\$463	\$338
18	1563	09/04/07	\$675	1.1		\$743	\$185	\$135	\$204	\$149
19	1563	09/04/07	\$675	2.2		\$1,485	\$185	\$135	\$407	\$297
20	1563	09/05/07	\$675	1.0		\$675	\$185	\$135	\$185	\$135
21	1564	09/06/07	\$675	1.0		\$675	\$185	\$135	\$185	\$135
22	1564	09/06/07	\$675	1.3		\$878	\$185	\$135	\$241	\$176
23	1564	09/06/07	\$675	1.2		\$810	\$185	\$135	\$222	\$162
24	1564	09/07/07	\$675	1.1		\$743	\$185	\$135	\$204	\$149
25	1564	09/07/07	\$675	1.2		\$810	\$185	\$135	\$222	\$162
26	1564	09/07/07	\$675	1.5		\$1,013	\$185	\$135	\$278	\$203
27	1571	09/10/07	\$675	1.5		\$1,013	\$185	\$135	\$278	\$203
28	1571	09/10/07	\$675	1.8		\$1,215	\$185	\$135	\$333	\$243
29	1571	09/10/07	\$675	1.3		\$878	\$185	\$135	\$241	\$176
30	1572	09/12/07	\$675	0.7		\$473	\$185	\$135	\$130	\$95
31	1572	09/12/07	\$675	0.7		\$473	\$185	\$135	\$130	\$95
32	1582	09/13/07	\$675	0.9		\$608	\$185	\$135	\$167	\$122
33	1582	09/13/07	\$675	1.0		\$675	\$185	\$135	\$185	\$135
34	1582	09/14/07	\$675	1.2		\$810	\$185	\$135	\$222	\$162
35	1582	09/14/07	\$675	1.2		\$810	\$185	\$135	\$222	\$162
36	1582	09/14/07	\$675	0.8		\$540	\$185	\$135	\$148	\$108
37	1582	09/14/07	\$675	0.5		\$338	\$185	\$135	\$93	\$68
38	1584	09/17/07	\$675	1.2		\$810	\$185	\$135	\$222	\$162
39	1584	09/17/07	\$675	1.2		\$810	\$185	\$135	\$222	\$162
40	1584	09/17/07	\$675	0.7		\$473	\$185	\$135	\$130	\$95
41	1584	09/17/07	\$675	0.7		\$473	\$185	\$135	\$130	\$95
42	1584	09/17/07	\$675	1.2		\$810	\$185	\$135	\$222	\$162
43	1584	09/17/07	\$675	1.2		\$810	\$185	\$135	\$222	\$162
44	1585	09/18/07	\$675	1.3		\$878	\$185	\$135	\$241	\$176
45	1585	09/18/07	\$675	1.0		\$675	\$185	\$135	\$185	\$135
46	1585	09/18/07	\$675	0.3		\$203	\$185	\$135	\$56	\$41
47	1585	09/18/07	\$675	0.8		\$540	\$185	\$135	\$148	\$108
48	1585	09/18/07	\$675	1.3		\$878	\$185	\$135	\$241	\$176
49	1590	09/24/07	\$675	1.2		\$810	\$185	\$135	\$222	\$162
50	1590	09/24/07	\$675	1.2		\$810	\$185	\$135	\$222	\$162
51	1590	09/24/07	\$675	1.2		\$810	\$185	\$135	\$222	\$162
52	1590	09/24/07	\$675	1.3		\$878	\$185	\$135	\$241	\$176
53	1590	09/25/07	\$675	1.2		\$810	\$185	\$135	\$222	\$162
54	1590	09/25/07	\$675	1.0		\$675	\$185	\$135	\$185	\$135
55	1590	09/25/07	\$675	1.5		\$1,013	\$185	\$135	\$278	\$203
56	1694	09/28/07	\$675	3.4		\$2,295	\$185	\$135	\$629	\$459
57	1639	10/16/07	\$675	1.1		\$743	\$185	\$135	\$204	\$149
58	1639	10/16/07	\$675	1.1		\$743	\$185	\$135	\$204	\$149
59	1639	10/17/07	\$675	1.4		\$945	\$185	\$135	\$259	\$189
60	1639	10/17/07	\$675	1.4		\$945	\$185	\$135	\$259	\$189
61	1636	10/17/07	\$675	2.8		\$1,890	\$185	\$135	\$518	\$378
62	1642	10/22/07	\$675	2.7		\$1,823	\$185	\$135	\$500	\$365
63	1642	10/22/07	\$675	2.6		\$1,755	\$185	\$135	\$481	\$351
64	1657	10/24/07	\$675	1.70		\$1,148	\$185	\$135	\$315	\$230

ATTACHMENT B: RPOF - Analysis of Hours Invoiced by Baer Air for Aircraft #N27631

Count	Invoice Number	Fly Date for Tail # N27631	RPOF Invoice Rate	RPOF Hours Invoiced	Estimated hrs [1]	RPOF Invoice Amount	Total Maintenance Accrual Rate - est (Greer + Ongoing)	Estimated Greer - Maintenance Accrual Rate (est) [2]	TOTAL Maintenance Accrual Amount (est.)	Greer - Maintenance Accrual Amount (est) [2]
65	1657	10/24/07	\$675	1.80		\$1,215	\$185	\$135	\$333	\$243
66	1657	10/24/07	\$675	1.80		\$1,215	\$185	\$135	\$333	\$243
67	1691	11/01/07	\$675	2.2		\$1,485	\$185	\$135	\$407	\$297
68	1691	11/01/07	\$675	0.8		\$540	\$185	\$135	\$148	\$108
69	1691	11/01/07	\$675	0.7		\$473	\$185	\$135	\$130	\$95
70	1692	11/02/07	\$675	1.1		\$743	\$185	\$135	\$204	\$149
71	1692	11/02/07	\$675	1.1		\$743	\$185	\$135	\$204	\$149
72	1724	11/19/07	\$675	2.0		\$1,350	\$185	\$135	\$370	\$270
73	1724	11/19/07	\$675	0.9		\$608	\$185	\$135	\$167	\$122
74	1724	11/19/07	\$675	0.9		\$608	\$185	\$135	\$167	\$122
75	1725	11/20/07	\$675	3.0		\$2,025	\$185	\$135	\$555	\$405
76	1925	11/20/07	\$675	1.0		\$675	\$185	\$135	\$185	\$135
77	1725	11/21/07	\$675	1.0		\$675	\$185	\$135	\$185	\$135
78	1726	11/24/07	\$675	1.0		\$675	\$185	\$135	\$185	\$135
79	1726	11/24/07	\$675	1.6		\$1,080	\$185	\$135	\$296	\$216
80	1922	11/30/07	\$675	0.90		\$608	\$185	\$135	\$167	\$122
81	1924	12/03/07	\$675	0.70		\$473	\$185	\$135	\$130	\$95
82	1924	12/03/07	\$675	0.80		\$540	\$185	\$135	\$148	\$108
83	1945	12/05/07	\$675	2.50		\$1,688	\$185	\$135	\$463	\$338
84	1945	12/07/07	\$675	1.10		\$743	\$185	\$135	\$204	\$149
85	1945	12/08/07	\$675	2.00		\$1,350	\$185	\$135	\$370	\$270
86	1945	12/08/07	\$675	3.00		\$2,025	\$185	\$135	\$555	\$405
87	1946	12/09/07	\$675	1.30		\$878	\$185	\$135	\$241	\$176
88	1946	12/09/07	\$675	1.40		\$945	\$185	\$135	\$259	\$189
89	1946	12/10/07	\$675	1.30		\$878	\$185	\$135	\$241	\$176
90	1946	12/10/07	\$675	1.30		\$878	\$185	\$135	\$241	\$176
91	1947	12/11/07	\$675	2.40		\$1,620	\$185	\$135	\$444	\$324
92	1947	12/12/07	\$675	2.30		\$1,553	\$185	\$135	\$426	\$311
93	1937	12/13/07	\$675	1.50		\$1,013	\$185	\$135	\$278	\$203
94	1937	12/13/07	\$675	3.00		\$2,025	\$185	\$135	\$555	\$405
95	1937	12/13/07	\$675	3.50		\$2,363	\$185	\$135	\$648	\$473
96	1963	12/19/07	\$675	2.30		\$1,553	\$185	\$135	\$426	\$311
97	1963	12/19/07	\$675	2.40		\$1,620	\$185	\$135	\$444	\$324
98	2932	01/08/08	\$675	4.4		\$2,970	\$185	\$135	\$814	\$594
99	2932	01/08/08	\$675	2.0		\$1,350	\$185	\$135	\$370	\$270
100	2933	01/09/08	\$675	3.1		\$2,093	\$185	\$135	\$574	\$419
101	2028	01/11/08	\$675	3.70		\$2,498	\$185	\$135	\$685	\$500
102	2046	01/14/08	\$675	0.60		\$405	\$185	\$135	\$111	\$81
103	2046	01/14/08	\$675	0.70		\$473	\$185	\$135	\$130	\$95
104	2051	01/16/08	\$675	2.20		\$1,485	\$185	\$135	\$407	\$297
105	2063	01/24/08	\$675	1.50		\$1,013	\$185	\$135	\$278	\$203
106	2063	01/24/08	\$675	1.60		\$1,080	\$185	\$135	\$296	\$216
107	2058	01/24/08	\$675	2.60		\$1,755	\$185	\$135	\$481	\$351
108	2063	01/25/08	\$675	1.10		\$743	\$185	\$135	\$204	\$149
109	2063	01/25/08	\$675	1.40		\$945	\$185	\$135	\$259	\$189
110	2067	01/27/08	\$315	1.4		\$441	\$185	\$135	\$259	\$189
111	2067	01/28/08	\$315	1.8		\$567	\$185	\$135	\$333	\$243
112	2106	02/04/08	\$650	2.50		\$1,625	\$185	\$135	\$463	\$338
113	2124	02/13/08	\$675	2.10		\$1,418	\$185	\$135	\$389	\$284
114	2125	02/14/08	\$315	1.4		\$441	\$185	\$135	\$259	\$189
115	2125	02/14/08	\$315	1.4		\$441	\$185	\$135	\$259	\$189
116	2125	02/15/08	\$315	1.3		\$410	\$185	\$135	\$241	\$176
117	2115	02/18/08	\$675	2.10		\$1,418	\$185	\$135	\$389	\$284
118	2146	02/22/08	\$675	0.80		\$540	\$185	\$135	\$148	\$108
119	2146	02/22/08	\$675	0.90		\$608	\$185	\$135	\$167	\$122
120	2147	02/23/08	\$675	2.10		\$1,418	\$185	\$135	\$389	\$284
121	2156	02/25/08	\$675	2.40		\$1,620	\$185	\$135	\$444	\$324
122	2157	02/26/08	\$675	0.80		\$540	\$185	\$135	\$148	\$108
123	2157	02/26/08	\$675	0.90		\$608	\$185	\$135	\$167	\$122
124	2190	03/01/08	\$675	1.40		\$945	\$185	\$135	\$259	\$189
125	2190	03/01/08	\$675	1.40		\$945	\$185	\$135	\$259	\$189
126	2185	03/05/08	\$675	1.50		\$1,013	\$185	\$135	\$278	\$203
127	2185	03/05/08	\$675	2.20		\$1,485	\$185	\$135	\$407	\$297
128	2185	03/05/08	\$675	3.00		\$2,025	\$185	\$135	\$555	\$405

ATTACHMENT B: RPOF - Analysis of Hours Invoiced by Baer Air for Aircraft #N27631

Count	Invoice Number	Fly Date for Tail # N27631	RPOF Invoice Rate	RPOF Hours Invoiced	Estimated hrs [1]	RPOF Invoice Amount	Total Maintenance Accrual Rate - est (Greer + Ongoing)	Estimated Greer - Maintenance Accrual Rate (est) [2]	TOTAL Maintenance Accrual Amount (est.)	Greer - Maintenance Accrual Amount (est) [2]
129	2186	03/06/08	\$675	2.00		\$1,350	\$185	\$135	\$370	\$270
130	2186	03/06/08	\$675	2.20		\$1,485	\$185	\$135	\$407	\$297
131	2191	03/07/08	\$675	1.10		\$743	\$185	\$135	\$204	\$149
132	2191	03/07/08	\$675	1.20		\$810	\$185	\$135	\$222	\$162
133	2192	03/08/08	\$675	0.50		\$338	\$185	\$135	\$93	\$68
134	2192	03/08/08	\$675	0.50		\$338	\$185	\$135	\$93	\$68
135	2193	03/09/08	\$675	2.20		\$1,485	\$185	\$135	\$407	\$297
136	2193	03/09/08	\$675	2.30		\$1,553	\$185	\$135	\$426	\$311
137	2203	03/10/08	\$675	3.10		\$2,093	\$185	\$135	\$574	\$419
138	2203	03/11/08	\$675	2.00		\$1,350	\$185	\$135	\$370	\$270
139	2203	03/11/08	\$675	2.00		\$1,350	\$185	\$135	\$370	\$270
140	2204	03/12/08	\$675	2.40		\$1,620	\$185	\$135	\$444	\$324
141	2205	03/13/08	\$675	3.30		\$2,228	\$185	\$135	\$611	\$446
142	2205	03/13/08	\$675	3.40		\$2,295	\$185	\$135	\$629	\$459
143	2206	03/17/08	\$675	2.60		\$1,755	\$185	\$135	\$481	\$351
144	2235	03/25/08	\$675	2.30		\$1,553	\$185	\$135	\$426	\$311
145	2242	03/28/08	\$675	2.40		\$1,620	\$185	\$135	\$444	\$324
146	2283	04/06/08	\$675	1.25		\$844	\$185	\$135	\$231	\$169
147	2283	04/07/08	\$675	1.25		\$844	\$185	\$135	\$231	\$169
148	2413	05/28/08	\$675	3.4		\$2,295	\$200	\$150	\$680	\$510
149	2422	05/29/08	\$675	3.9		\$2,633	\$200	\$150	\$780	\$585
150	2424	06/02/08	\$675	1.4		\$945	\$200	\$150	\$280	\$210
151	2424	06/02/08	\$675	0.8		\$540	\$200	\$150	\$160	\$120
152	2424	06/02/08	\$675	2.0		\$1,350	\$200	\$150	\$400	\$300
153	2425	06/03/08	\$675	2.3		\$1,553	\$200	\$150	\$460	\$345
154	2444	06/09/08	\$675	3.5		\$2,363	\$200	\$150	\$700	\$525
155	2457	06/12/08	\$675	3.3		\$2,228	\$200	\$150	\$660	\$495
156	2472	06/13/08	\$675	2.8		\$1,890	\$200	\$150	\$560	\$420
157	2589	07/24/08	\$675	1.1		\$743	\$200	\$150	\$220	\$165
158	2569	07/26/08	\$675	2.1		\$1,418	\$200	\$150	\$420	\$315
159	2569	07/26/08	\$675	1.4		\$945	\$200	\$150	\$280	\$210
160	2604	08/01/08	\$675	1.0		\$675	\$200	\$150	\$200	\$150
161	2604	08/01/08	\$675	1.2		\$810	\$200	\$150	\$240	\$180
162	2604	08/02/08	\$675	1.5		\$1,013	\$200	\$150	\$300	\$225
163	2600	08/04/08	\$650	1.0		\$650	\$200	\$150	\$200	\$150
164	2600	08/04/08	\$650	1.2		\$780	\$200	\$150	\$240	\$180
165	2600	08/04/08	\$650	0.5		\$325	\$200	\$150	\$100	\$75
166	2600	08/04/08	\$650	0.7		\$455	\$200	\$150	\$140	\$105
167	2600	08/04/08	\$650	1.5		\$975	\$200	\$150	\$300	\$225
168	2603	08/08/08	\$675	2.7		\$1,823	\$200	\$150	\$540	\$405
169	2634	08/10/08	\$675	1.9		\$1,283	\$200	\$150	\$380	\$285
170	2625	08/15/08	\$675	1.9		\$1,283	\$200	\$150	\$380	\$285
171	2690	09/12/08	\$675	3.5		\$2,363	\$200	\$150	\$700	\$525
172	2700	09/18/08	\$675	2.3		\$1,553	\$200	\$150	\$460	\$345
173	2701	09/21/08	\$675	1.2		\$810	\$200	\$150	\$240	\$180
174	2702	09/22/08	\$675	3.1		\$2,093	\$200	\$150	\$620	\$465
175	2703	09/23/08	\$675	3.1		\$2,093	\$200	\$150	\$620	\$465
176	2704	09/27/08	\$675	2.3		\$1,553	\$200	\$150	\$460	\$345
177	2717	09/29/08	\$675	1.3		\$878	\$200	\$150	\$260	\$195
178	2752	10/01/08	\$675	2.8		\$1,890	\$200	\$150	\$560	\$420
179	2756	10/02/08	\$675	1.8		\$1,215	\$200	\$150	\$360	\$270
180	2753	10/03/08	\$675	1.9		\$1,283	\$200	\$150	\$380	\$285
181	2754	10/04/08	\$675	1.8		\$1,215	\$200	\$150	\$360	\$270
182	2758	10/10/08	\$675	3.1		\$2,093	\$200	\$150	\$620	\$465
183	2849	10/22/08	\$675	5.2		\$3,510	\$200	\$150	\$1,040	\$780
184	2779	10/27/08	\$675	4.7		\$3,173	\$200	\$150	\$940	\$705
185	2791	10/30/08	\$675	3.1		\$2,093	\$200	\$150	\$620	\$465
186	2806	11/07/08	\$675	3.1		\$2,093	\$200	\$150	\$620	\$465
187	2814	11/11/08	\$675	4.4		\$2,970	\$200	\$150	\$880	\$660
188	2858	12/01/08	\$675	1.5		\$1,013	\$200	\$150	\$300	\$225
189	2858	12/02/08	\$675	1.5		\$1,013	\$200	\$150	\$300	\$225
190	2858	12/02/08	\$675	1.0		\$675	\$200	\$150	\$200	\$150
191	2887	12/04/08	\$675	1.4		\$945	\$200	\$150	\$280	\$210
192	2887	12/05/08	\$675	1.3		\$878	\$200	\$150	\$260	\$195

ATTACHMENT B: RPOF - Analysis of Hours Invoiced by Baer Air for Aircraft #N27631

Count	Invoice Number	Fly Date for Tail # N27631	RPOF Invoice Rate	RPOF Hours Invoiced	Estimated hrs [1]	RPOF Invoice Amount	Total Maintenance Accrual Rate + est (Greer + Ongoing)	Estimated Greer - Maintenance Accrual Rate (est) [2]	TOTAL Maintenance Accrual Amount (est.)	Greer - Maintenance Accrual Amount (est) [2]
193	2880	12/10/08	\$650	1.0		\$650	\$200	\$150	\$200	\$150
194	2880	12/11/08	\$650	2.0		\$1,300	\$200	\$150	\$400	\$300
195	2934	01/10/09	\$675	4.2		\$2,835	\$200	\$150	\$840	\$630
196	2949	01/13/09	\$675	2.9		\$1,958	\$200	\$150	\$580	\$435
197	2956	01/21/09	\$675	2.6		\$1,755	\$200	\$150	\$520	\$390
198	2958	01/23/09	\$675	2.8		\$1,890	\$200	\$150	\$560	\$420
199	2989	02/01/09	\$675	3.0		\$2,025	\$200	\$150	\$600	\$450
200	2990	02/02/09	\$675	2.5		\$1,688	\$200	\$150	\$500	\$375
201	2991	02/04/09	\$675	2.6		\$1,755	\$200	\$150	\$520	\$390
202	3001	02/06/09	\$675	3.1		\$2,093	\$200	\$150	\$620	\$465
203	3001	02/07/09	\$675	3.5		\$2,363	\$200	\$150	\$700	\$525
204	3013	02/17/09	\$675	2.9		\$1,958	\$200	\$150	\$580	\$435
205	3014	02/20/09	\$675	2.7		\$1,823	\$200	\$150	\$540	\$405
206	3040	03/02/09	\$675	2.7		\$1,823	\$200	\$150	\$540	\$405
207	3042	03/06/09	\$675	2.3		\$1,553	\$200	\$150	\$460	\$345
208	3043	03/07/09	\$675	1.2		\$810	\$200	\$150	\$240	\$180
209	3044	03/08/09	\$675	2.3		\$1,553	\$200	\$150	\$460	\$345
210	3045	03/10/09	\$675	2.4		\$1,620	\$200	\$150	\$480	\$360
211	3058	03/14/09	\$675	1.6		\$1,080	\$200	\$150	\$320	\$240
212	3058	03/16/09	\$675	1.2		\$810	\$200	\$150	\$240	\$180
213	3069	03/19/09	\$675	2.5		\$1,688	\$200	\$150	\$500	\$375
214	3067	03/23/09	\$675	2.8		\$1,890	\$300	\$250	\$840	\$700
215	3129	04/03/09	\$675	2.8		\$1,890	\$300	\$250	\$840	\$700
216	3130	04/06/09	\$675	2.3		\$1,553	\$300	\$250	\$690	\$575
217	3130	04/07/09	\$675	2.3		\$1,553	\$300	\$250	\$690	\$575
218	3134	04/11/09	\$675	1.4		\$945	\$300	\$250	\$420	\$350
219	3135	04/13/09	\$675	2.6		\$1,755	\$300	\$250	\$780	\$650
220	3135	04/15/09	\$675	2.6		\$1,755	\$300	\$250	\$780	\$650
221	3161	04/18/09	\$675	2.3		\$1,553	\$300	\$250	\$690	\$575
222	3154	04/21/09	\$676	1.4		\$946	\$300	\$250	\$420	\$350
223	3154	04/22/09	\$675	1.5		\$1,013	\$300	\$250	\$450	\$375
224	3166	04/25/09	\$675	2.0		\$1,350	\$300	\$250	\$600	\$500
225	3212	05/07/09	\$675	4.8		\$3,240	\$300	\$250	\$1,440	\$1,200
226	3216	05/09/09	\$675	1.2		\$810	\$300	\$250	\$360	\$300
227	3217	05/11/09	\$675	6.4		\$4,320	\$300	\$250	\$1,920	\$1,600
228	3218	05/12/09	\$675	3.0		\$2,025	\$300	\$250	\$900	\$750
229	3215	05/15/09	\$675	2.2		\$1,485	\$300	\$250	\$660	\$550
230	3215	05/17/09	\$675	2.2		\$1,485	\$300	\$250	\$660	\$550
231	3215	05/18/09	\$675	2.5		\$1,688	\$300	\$250	\$750	\$625
232	3272	06/11/09	\$675	2.7		\$1,823	\$300	\$250	\$810	\$675
233	3306	06/24/09	\$675	1.4		\$945	\$300	\$250	\$420	\$350
234	3307	06/25/09	\$675	3.0		\$2,025	\$300	\$250	\$900	\$750
235	2569	07/24/09	\$675	3.0		\$2,025	\$300	\$250	\$900	\$750
236	2569	07/25/09	\$675	1.8		\$1,215	\$300	\$250	\$540	\$450
237	2569	07/25/09	\$675	2.0		\$1,350	\$300	\$250	\$600	\$500
238	3495	09/23/09	\$675	1.5		\$1,013	\$300	\$250	\$450	\$375
239	3496	09/29/09	\$675	2.7		\$1,823	\$300	\$250	\$810	\$675
240	3500	10/06/09	\$675	3.1		\$2,093	\$300	\$250	\$930	\$775
241	3521	10/10/09	\$675	2.8		\$1,890	\$300	\$250	\$840	\$700
242	3526	10/18/09	\$675	2.4		\$1,620	\$300	\$250	\$720	\$600
243	2959	10/26/09	\$675	2.4		\$1,620	\$300	\$250	\$720	\$600
TOTALS				444.6		\$326,111			\$96,364	\$73,264
				2007		124.7			\$26,289	\$19,184
				2008		195.8			\$37,746	\$27,956
				2009		124.1			\$32,330	\$26,125
						444.6			\$96,364	\$73,264

ATTACHMENT B: RPOF - Analysis of Hours Invoiced by Baer Air for Aircraft #N27631

Count	Invoice Number	Fly Date for Tail # N27631	RPOF Invoice Rate	RPOF Hours Invoiced	Estimated hrs [1]	RPOF Invoice Amount	Total Maintenance Accrual Rate (Greer + Ongoing)	Estimated Greer - Maintenance Accrual Rate (est) [2]	TOTAL Maintenance Accrual Amount (est.)	Greer - Maintenance Accrual Amount (est) [2]
-------	----------------	----------------------------	-------------------	---------------------	-------------------	---------------------	--	--	---	--

[1] - Baer Air invoiced RPOF a set dollar amount and, thus, zero hours were listed on the RPOF invoice. A&B reviewed other invoices to obtain an estimate (proxy) for number of hours between the same two cities for purposes of the Greer maintenance reserve analysis, as trips between the same two cities were charged different number of hours using the assumed \$675/hr rate charged to RPOF by Baer Air. For example, RPOF trips between Sanford and Tampa on 7/12/07 and 7/14/07 were invoiced 3.04 hours and 2.01 hours, respectively, if the rate per hour were assumed to equal \$675.

[2] - Assumed ongoing maintenance accrual of \$50 per flight hour charged to RPOF with remaining amounts towards Greer's personal maintenance accrual pay down. Obtained total maintenance accrual rates from various RPOF emails made available to A&B.

Source: Invoices provided by RPOF. Note: Invoices were not agreed to payment support. Invoices were assumed to have been paid if provided to A&B by RPOF.