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Subject to the Nondisclosure Provisions of H. Res. 895 of the 110th Congress as Amended

OFFICE OF CONGRESSIONAL ETHICS  
UNITED STATES HOUSE OF REPRESENTATIVES

**REPORT**

Review No. 11-1048

The Board of the Office of Congressional Ethics, by a vote of no less than four members, on April 29, 2011, adopted the following report and ordered it to be transmitted to the Committee on Ethics of the United States House of Representatives.

SUBJECT: Representative Gregory Meeks

NATURE OF THE ALLEGED VIOLATION: In 2007, Representative Gregory Meeks received \$40,000 from a personal friend, Edul Ahmad. In 2010, Representative Meeks received a \$59,650 home equity loan from Four M Investments, LLC.

If Representative Meeks accepted a home equity loan from an individual without prior approval from the Committee on Standards of Official Conduct (Committee on Ethics) or from a commercial institution on terms not available to the general public, he may have violated House rules and standards of conduct.

During the course of its review, the Office of Congressional Ethics learned that the \$40,000 Representative Meeks received from Edul Ahmad appeared to lack the normal indicia, including a set interest rate or repayment terms, of a legitimate loan. Therefore, this \$40,000 transferred to Representative Meeks in 2007 appears to have been a gift. Representative Meeks did not disclose the \$40,000 amount as a gift on his Calendar Year 2007 U.S. House of Representatives Financial Disclosure Statement (filed in May 2008), his Calendar Year 2008 Amended Financial Disclosure Statement (filed in 2009), or his Calendar Year 2009 Amended Financial Disclosure Statement (filed in 2010).

If Representative Meeks failed to properly disclose the \$40,000 as a gift on his Calendar Year 2007, 2008, and 2009 Financial Disclosure Statements, he may have violated House rules, standards of conduct, and federal law.

RECOMMENDATION: The Board of the Office of Congressional Ethics recommends that the Committee on Ethics further review the above allegations concerning Representative Meeks' receipt of the \$40,000 because there is a substantial reason to believe that Representative Meeks failed to properly disclose the \$40,000 as a gift on his 2007, 2008, and 2009 Financial Disclosure Statements in violation of House rules, standards of conduct and federal law.

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The Board of the Office of Congressional Ethics recommends that the Committee on Ethics dismiss the above allegations concerning the \$59,650 loan in 2010 because there is not a substantial reason to believe that Representative Meeks received the loan in violation of House rules and standards of conduct.

VOTES IN THE AFFIRMATIVE: 6

VOTES IN THE NEGATIVE: 0

ABSTENTIONS: 0

MEMBER OF THE BOARD OR STAFF DESIGNATED TO PRESENT THIS REPORT TO THE COMMITTEE ON ETHICS: Omar S. Ashmawy, Staff Director & Chief Counsel.

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OFFICE OF CONGRESSIONAL ETHICS  
UNITED STATES HOUSE OF REPRESENTATIVES

**FINDINGS OF FACT AND CITATIONS TO LAW**

Review No. 11-1048

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OFFICE OF CONGRESSIONAL ETHICS  
UNITED STATES HOUSE OF REPRESENTATIVES

**FINDINGS OF FACT AND CITATIONS TO LAW**

Review No. 11-1048

On April 29, 2011 the Board of the Office of Congressional Ethics (the “Board”) adopted the following findings of fact and accompanying citations to law, regulations, rules, and standards of conduct (*in italics*). The Board notes that these findings do not constitute a determination that a violation actually occurred.

**I. INTRODUCTION**

**A. Summary of Allegations**

1. In 2007 Representative Meeks received \$40,000 from Edul Ahmad, a personal friend. The evidence that the Office of Congressional Ethics (“OCE”) obtained through this review indicates that Representative Meeks received the \$40,000 in 2007 without a set interest rate, repayment terms, or other normal indicia of a legitimate loan. Representative Meeks then paid Mr. Ahmad \$59,684 in June 2010.
2. In addition to the evidence obtained through this review, because Representative Meeks refused to cooperate with the OCE’s investigation, the Board draws a negative inference that Representative Meeks received a \$40,000 gift in 2007 on a basis other than a legitimate loan and only later reported the amount as a loan on his U.S. House of Representatives Financial Disclosure Statements (“FDS”).<sup>1</sup>
3. Representative Meeks did not disclose this amount as a gift on his Calendar Year 2007 FDS (filed in May 2008), his Calendar Year 2008 Amended FDS (filed in 2009), or his Calendar Year 2009 Amended FDS (filed in 2010). Therefore, the Board recommends that the Committee on Ethics further review the above allegations because there is a substantial reason to believe that Representative Meeks failed to properly disclose the \$40,000 as a gift on his 2007, 2008, and 2009 FDS in violation of House rules and federal law.

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<sup>1</sup> H. Res. 895 of the 110th Congress, as amended, (the “Resolution”) §1(c)(2)(C)(i)(II)(bb) and Rule 6 of the OCE Rules for the Conduct of Investigations. Further, the Board does not and cannot find, due to a lack of jurisdiction, a substantial reason to believe that Representative Meeks violated House gift rules by accepting the \$40,000 in 2007. *See* Resolution §1(e). However, based on the evidence available to the OCE and his refusal to cooperate, the Board finds that Representative Meeks may have been in receipt of a \$40,000 gift and failed to properly disclose it under House rules and federal law. The disclosures are within the Board’s jurisdiction.

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4. In 2010, Representative Meeks received \$59,650 from Four M Investments, LLC (“Four M”) and used the funds to pay Edul Ahmad. Four M provided this loan secured by a mortgage on Representative Meeks’ home. The written agreement contained an interest rate and repayment terms. The mortgage was executed and filed with the New York City Department of Finance. Because this transaction contained the normal indicia of a legitimate loan, there is not a substantial reason to believe Representative Meeks received an improper loan from Four M under House rules and standards of conduct. Therefore, the Board recommends that the Committee on Ethics dismiss allegations that Representative Meeks received a \$59,650 loan in 2010 that may have violated House rules and standards of conduct.

**B. Jurisdictional Statement**

5. The allegations that were the subject of this review concern Representative Meeks, a Member of the United States House of Representatives from the 6<sup>th</sup> District of New York. The Resolution the United States House of Representatives adopted creating the OCE directs that, “[n]o review shall be undertaken . . . by the board of any alleged violation that occurred before the date of adoption of this resolution.”<sup>2</sup> The House adopted this Resolution on March 11, 2008. Because the failure to disclose occurred after March 11, 2008, the OCE has jurisdiction in this matter.
6. The Board notes that because Representative Meeks’ Calendar Year 2007 FDS was filed on May 15, 2008,<sup>3</sup> his disclosure activity from 2008 through 2010, mandated by House rules and federal law, occurred after OCE’s initial jurisdiction date of March 11, 2008. Therefore, the OCE has jurisdiction to request and receive information relevant to its reviews of potential violations of House rules and standards of conduct.<sup>4</sup>

**C. Procedural History**

7. The OCE received a written request for a preliminary review in this matter signed by at least two members of the Board on January 24, 2011. The preliminary review commenced on January 25, 2011.<sup>5</sup> The preliminary review was scheduled to end on February 23, 2011.

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<sup>2</sup> Resolution §1(e).

<sup>3</sup> Representative Meeks’ Calendar Year 2007 FDS (Exhibit 1 at 11-1048\_002-5); Representative Meeks’ Calendar Year 2008 Amended FDS (Exhibit 2 at 11-1048\_007-10).

<sup>4</sup> Resolution §1(c)(2)(D); Rule 4 of the OCE Rules for the Conduct of Investigations.

<sup>5</sup> A preliminary review is “requested” in writing by members of the Board of the OCE. The request for a preliminary review is “received” by the OCE on a date certain. According to the Resolution, the timeframe for conducting a preliminary review is thirty days from the date of receipt of the Board’s request.

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8. At least three members of the Board voted to initiate a second-phase review in this matter on February 22, 2011. The second-phase review commenced on February 24, 2011.<sup>6</sup> The second-phase review was scheduled to end on April 9, 2011.
9. The Board voted to extend second-phase review for an additional period of fourteen days on April 5, 2011. The additional period was scheduled to end on April 23, 2011.
10. Pursuant to Rule 9(B) of the OCE Rules for the Conduct of Investigations, Representative Meeks submitted a written statement to the Board on April 25, 2011.
11. The Board voted to refer the matter to the Committee on Ethics and adopted these findings on April 29, 2011.
12. The report and findings were transmitted to the Committee on Ethics on May 18, 2011.

**D. Summary of Investigative Activity**

13. The OCE requested and received documentary evidence from the following sources:
  - (1) Managing Member, Four M; and
  - (2) Representative Meeks.
14. The OCE requested and received testimonial from the following sources:
  - (1) Managing Member, Four M.
15. Edul Ahmad refused to cooperate at all with the OCE's review.
16. Representative Meeks did not consent to an interview with the OCE and he refused to provide requested documents concerning the \$40,000 he received in 2007 from Mr. Ahmad.

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<sup>6</sup> According to the Resolution, the Board must vote on whether to conduct a second-phase review in a matter before the expiration of the thirty-day preliminary review. If the Board votes for a second-phase, the second-phase begins when the preliminary review ends. The second-phase review does not begin on the date of the Board vote.

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## II. REPRESENTATIVE MEEKS' RECEIPT OF A 2010 LOAN SECURED BY A MORTGAGE ON HIS HOME

### A. Laws, Regulations, Rules, and Standards of Conduct

17. *House Rule 23, clause 1 states that "[a] Member, Delegate, Resident Commissioner, officer, or employee of the House shall conduct himself at all times in a manner that shall reflect creditably on the House."*
18. *House Rule 25, clause 5(a)(1)(R)(v) states that Members may accept "loans from banks and other financial institutions on terms generally available to the public."*
19. *The House Ethics Manual further states that loans from persons or entities other than financial institutions are permissible provided that the terms are "commercially reasonable, including requirements for repayment and a reasonable rate of interest." Also, the Committee on Ethics has advised that although loans from persons or entities other than financial institutions are acceptable, Members "should contact the Committee for a review of the proposed terms and a determination by the Committee on whether the loan is acceptable under the gift rule."<sup>7</sup>*

### B. Representative Meeks Received a 2010 Loan Secured by a Mortgage on His Home That Contained the Normal Indicia of a Legitimate Loan Under House Rules and Standards of Conduct

20. In January 2007, Representative Meeks received \$40,000 from Edul Ahmad, a personal friend.<sup>8</sup>
21. The Board notes that Representative Meeks declined to interview with the OCE and also refused to provide documents concerning \$40,000 he received in 2007 from Mr. Ahmad.
22. On June 14, 2010, Representative Meeks met with the Managing Member of Four M in New York City.<sup>9</sup> Four M is a "single purpose entity" that owns "industrial real estate" in Ohio, New Jersey, and New York.<sup>10</sup> Currently, Four M owns three properties in total.<sup>11</sup> The entity collects rent from tenants, pays back its mortgages to banks, and surplus funds are either invested or distributed to the members.<sup>12</sup> Four M does not provide any form of

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<sup>7</sup> House Ethics Manual 381-384 (2008).

<sup>8</sup> July 9, 2010 Press Release from Representative Meeks (Exhibit 11 at 11-1048\_036-37).

<sup>9</sup> Memorandum of Interview of the Managing Member of Four M Investments, LLC, March 14, 2011 ("Managing Member MOI") (Exhibit 3 at 11-1048\_012).

<sup>10</sup> *Id.*

<sup>11</sup> *Id.*

<sup>12</sup> *Id.*

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financial services to clients.<sup>13</sup> The Managing Member, as the sole decision maker for the entity, owns eighty percent of Four M with his sons owning the remaining twenty percent.<sup>14</sup>

23. At the June 14, 2010 meeting noted above, Representative Meeks asked the Four M Managing Member if he would loan him a sum of money in order to pay back someone Representative Meeks owed money to in Queens, New York.<sup>15</sup> Representative Meeks did not explain to whom he owed money.<sup>16</sup> However, Representative Meeks requested that the loan from Four M be \$40,000 plus an undetermined amount of interest.<sup>17</sup>
24. The Managing Member agreed to loan the money but required Representative Meeks to provide some form of collateral because “[the loan] would have to be done right.”<sup>18</sup> The Managing Member told the OCE that he ultimately decided to loan the money because Representative Meeks was a personal friend.<sup>19</sup>
25. Either later that day on June 14, 2010, or the next day on June 15, 2010, the Managing Member had a telephone conversation with Representative Meeks’ lawyers about the loan agreement.<sup>20</sup> During that conversation, a lawyer told the Managing Member that they wanted to get the loan documents completed that day because a House financial disclosure form was due.<sup>21</sup> The Managing Member could not recall if Representative Meeks was a party to the telephone discussion.<sup>22</sup>
26. After the June 14, 2010 meeting, the Managing Member stated that he knew three things: (1) that Representative Meeks needed money; (2) that Representative Meeks would put his house up as collateral; and (3) that there was a sense of urgency in getting the deal done.<sup>23</sup>
27. On June 15, 2010, the Managing Member emailed his general counsel informing him that Four M would be advancing \$57,000 to Representative Meeks.<sup>24</sup>

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<sup>13</sup> *Id.*

<sup>14</sup> *Id.*

<sup>15</sup> *Id.* at 11-1048\_013.

<sup>16</sup> *Id.*

<sup>17</sup> *Id.* at 11-1048\_014.

<sup>18</sup> *Id.*

<sup>19</sup> *Id.*

<sup>20</sup> *Id.* at 11-1048\_013.

<sup>21</sup> *Id.*

<sup>22</sup> *Id.*

<sup>23</sup> *Id.*

<sup>24</sup> Email from the Managing Member to General Counsel, dated June 15, 2010 (Exhibit 4 at 11-1048\_017).



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28. In the email below, the Managing Member states that “[u]nfortunately we have no time (big surprise) as there is a filing due tomorrow that must take into account of another Loan being satisfied and the source of funds is the loan I am extending.”<sup>25</sup>

**From:** Dennis Mehiel [mailto:████████@fourmco.com]  
**Sent:** Tuesday, June 15, 2010 12:04 PM  
**To:** DeFilippo, Paul  
**Cc:** ██████████@dorsey.com; Anna Marie Cotter; Peter Bacanovic  
**Subject:** Greg Meeks

Paul,

Four M Investments, LLC has agreed to advance approximately \$57,000 to Congressman Meeks. We will receive his note secured by a Second Mortgage on his home. Mike Bellinger is Greg's Attorney. He is preparing the documents for your review and comment. Unfortunately we have no time (big surprise) as there is a filing due tomorrow that must take account of another Loan being satisfied and the source of funds is the loan I am extending.

Mike will get you papers as quickly today as he can; I need a quick and reasonable return. Our hope is to wire money today if possible. If there are issues associated with Title Insurance, Lien searches, etc. they would have to occur after the fact. The documents need to deal with that eventuality.

I am available when you need me.

D.

29. The Managing Member told the OCE that the other “loan” referenced in the email above is the \$40,000 Representative Meeks received from the individual in Queens, New York.<sup>26</sup>
30. The \$57,000 amount referenced in the email was later changed to \$59,650.<sup>27</sup> The Managing Member told the OCE that Representative Meeks’ lawyers were compelled to have Representative Meeks pay back the individual in Queens the balance plus a high interest rate so that Representative Meeks would not be viewed as receiving a benefit.<sup>28</sup>
31. Later on June 15, 2010, the terms of the agreement were discussed by the parties, including a 7.3% interest rate payable quarterly.<sup>29</sup> The Managing Member stated that there was no negotiation of terms with Representative Meeks, and that he was the final decision maker on terms.<sup>30</sup> The Managing Member was not interested in a “special deal” and stated that Representative Meeks was not either.<sup>31</sup> The 7.3% interest rate offered in the terms was applied after the Managing Member looked in the newspaper and found the

<sup>25</sup> *Id.*

<sup>26</sup> Managing Member MOI (Exhibit 3 at 11-1048\_014).

<sup>27</sup> Letter from Managing Member to Bank of America, dated June 21, 2010 (Exhibit 8 at 11-1048\_030).

<sup>28</sup> Managing Member MOI (Exhibit 3 at 11-1048\_013).

<sup>29</sup> Email from General Counsel to the Managing Member, dated June 15, 2010 (Exhibit 5 at 11-1048\_019).

<sup>30</sup> Managing Member MOI (Exhibit 3 at 11-1048\_014).

<sup>31</sup> *Id.*

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number published.<sup>32</sup> He stated that he did not want to give the appearance he was “subsidizing” the Congressman.<sup>33</sup>

**From:** DeFillippo, Paul  
**To:** Bellinger, Michael; Forsythe, Beth; Olson, Robert  
**Cc:** [REDACTED]@fourmco.com  
**Sent:** Tue Jun 15 14:25:49 2010  
**Subject:** RE: Greg Meeks

Mike:  
 Spoke to Dennis. Please cause the following reps and covenants to be included in the loan documents (which should consist of a note and mortgage containing the usual provisions applicable to a NY transaction).

1. Second priority lien, junior only to existing first mortgage, and this lien does not violate the first mortgage.
2. Within 30 days mortgagor will name lender as a loss payee on a policy of casualty and liability insurance in an amount sufficient to cover both liens, and will provide mortgagee with a policy of title insurance insuring the validity of the lien subject only to standard exceptions, facts shown by an accurate survey, and the existing first.
3. Taxes and insurance premiums paid through escrow on first.
4. interest only payable quarterly in arrears. Today's paper shows second mortgage interest rates on similar sized loans as 7.3% and we are ok with that rate.
5. maturity in 10 years, at which time all principal and accrued interest will be due. Mandatory prepayment on transfer or condemnation of the property, or on death of the borrowers. Allow insurance proceeds to be used to rebuild in case of a casualty loss.

32. The final mortgage documents were drawn and executed on June 18, 2010 containing the terms discussed above.<sup>34</sup>

After Recording Return To:  
 Dorsey & Whitney LLP  
 250 Park Avenue  
 New York, NY 10177  
 Tel: (212) 413- [REDACTED]

[Space Above This Line For Recording Data]

**SHORT FORM SUBORDINATED  
 THIRD MORTGAGE**

**DEFINITIONS**

Words used in multiple sections of this Security Instrument are defined below, in the “Definitions” Section of the Master Form, and in Sections 3, 11, 13, 18, 20 and 21 of the Master Form. Certain rules regarding the usage of words used in this Security Instrument are also provided in Section 16 of the Master Form.

“Master Form” means that certain Master Form Mortgage recorded in the Office of the Recorder on June 18, 2010 in [Recording Office] Book/Volume \_\_\_\_\_.

Page Number(s) \_\_\_\_\_, for land situated in the County of Queens.

(A) “Security Instrument.” This document, which is dated June 18, 2010, together with all Riders to this document, will be called the “Security Instrument.”

(B) “Borrower.” Gregory Meeks and Simone-Marie Meeks whose address is [REDACTED] Road St. Albans, New York 11412 sometimes will be called “Borrower” and sometimes simply “I” or “me.”

(C) “Lender.” Four Investments LLC will be called “Lender.” Lender is a corporation or association which exists under the laws of New Jersey. Lender’s address is 115 Stevens Avenue Valhalla, NY 10595.

(D) “Note.” This Security Instrument is also called the “Note.” The Note shows that I owe Lender \$59,650.00 plus interest at the annual rate of seven and three-tenths percent (7.3%). The maximum principal indebtedness secured hereby is \$59,650. I have promised to pay this debt in Periodic Payments, which Periodic Payments are due quarterly in arrears and which are comprised of interest only payments. I will pay the debt in full (including all outstanding principal and interest) by June 16, 2020. Each Periodic Payment shall be in the amount of \$1,451.48, and the first periodic payment shall be due on September 17, 2010, continuing on a quarterly basis thereafter until the Note is paid in full. All Periodic Payments shall be made to Lender at its address set forth herein.

(E) “Property.” The property that is described below in the section titled “Description of the Property,” will be called the “Property.”

(F) “Loan.” The “Loan” means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

NEW YORK—Single Family—Fannie Mae/Freddie Mac SHORT FORM MORTGAGE Form 3033-SF 7/07 (rev. 10/07) (page 1 of 4 pages)

BY SIGNING BELOW, I accept and agree to the promises and agreements contained in this Security Instrument (including those promises and agreements contained in the Master Form that are incorporated by reference) and in any Rider signed by me and recorded with it.

Witnesses:  
 Elizabeth Forsythe [Signature] - Borrower  
 Gregory Meeks [Signature] - Borrower  
 Elizabeth Forsythe [Signature] - Borrower  
 Simone Marie Meeks [Signature] - Borrower

[Space Below This Line For Acknowledgment]

**TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE OUTSIDE NEW YORK STATE**

State (or District of Columbia, Territory, or Foreign Country) of \_\_\_\_\_ ss:  
 On the 18<sup>th</sup> day of June in the year 2010 before me, the undersigned, personally appeared Gregory Meeks personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the \_\_\_\_\_ (insert the City or other political subdivision) in \_\_\_\_\_ (and insert the State or Country or other place the acknowledgment was taken)

[Signature] (signature and office of individual taking acknowledgment)  
 Joyce R. Dozier  
 Notary Public, District of Columbia  
 My Commission Expires 7-14-2010

**TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE OUTSIDE NEW YORK STATE**

State (or District of Columbia, Territory, or Foreign Country) of \_\_\_\_\_ ss:  
 On the 18<sup>th</sup> day of June in the year 2010 before me, the undersigned, personally appeared Simone-Marie Meeks personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the \_\_\_\_\_ (insert the City or other political subdivision) in \_\_\_\_\_ (and insert the State or Country or other place the acknowledgment was taken)

[Signature] (signature and office of individual taking acknowledgment)  
 Joyce R. Dozier  
 Notary Public, District of Columbia  
 My Commission Expires 7-14-2010

NEW YORK—Single Family—Fannie Mae/Freddie Mac SHORT FORM MORTGAGE Form 3033-SF 7/07 (rev. 10/07) (page 1 of 4 pages)

<sup>32</sup> Id.

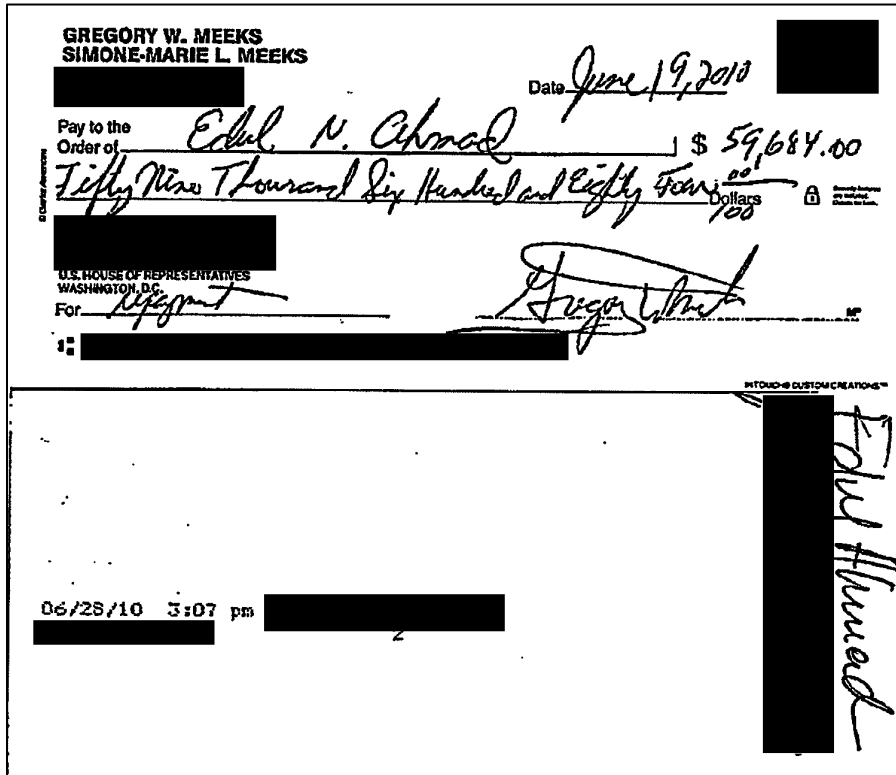
<sup>33</sup> Id.

<sup>34</sup> Mortgage agreement between Gregory Meeks and Four M, dated June 18, 2010 (Exhibit 6 at 11-1048\_022-26).

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33. On June 19, 2010, Representative Meeks wrote a \$59,684 check to Edul N. Ahmad.<sup>35</sup> In the memo line, the word “Repayment” is displayed.<sup>36</sup>



34. The Board notes that Representative Meeks “repaid” Edul Ahmad in one total sum, three years after receiving \$40,000 from him. The Board infers then, that no payments were made to Mr. Ahmad prior to June 19, 2010.

<sup>35</sup> Copy of check from Representative Meeks to Edul Ahmad, dated June 19, 2010 (Exhibit 7 at 11-1048\_028).

<sup>36</sup> According to the check shown above, Mr. Ahmad cashed the check on June 28, 2010.

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35. On June 21, 2010, \$59,650 was wired from a Four M bank account to Representative Meeks' bank account.<sup>37</sup>

Four M Investments, LLC  
[REDACTED]

June 21, 2010

VIA FAX [REDACTED]

Bank of America  
767 Fifth Avenue  
New York, NY 10153

RE: Four M Investments LLC  
Account# [REDACTED]

Please wire transfer US\$ 59,650.00 from the above account to the following account as soon as possible:

NAME	Gregory Meeks and Simone-Marie Meeks
BANK	[REDACTED]
Routing#:	[REDACTED]
Account#:	[REDACTED]

Thank you for your assistance.

Best Regards,

DENNIS McHILL

*Gregory Meeks*

36. On June 23, 2010, the mortgage documents were recorded with the New York City Department of Finance.<sup>38</sup>

37. The Managing Member told the OCE that Representative Meeks has made payments on the loan and is not currently delinquent.<sup>39</sup>

38. The Managing Member stated that Four M has never issued home equity loans in the past and will not in the future.<sup>40</sup> The Managing Member also told the OCE that Four M is not

<sup>37</sup> Letter from Managing Member to Bank of America, dated June 21, 2010 (Exhibit 8 at 11-1048\_030).

<sup>38</sup> New York City Department of Finance Property Locator, available at, <http://www.nyc.gov/html/dof/html/jump/acris.shtml>.

<sup>39</sup> Managing Member MOI (Exhibit 3 at 11-1048\_015).

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in that line of business and that the only reason he “parked the loan there” was because he had an available staff who could handle the paperwork and billing.<sup>41</sup>

### **III. REPRESENTATIVE MEEKS’ CALENDAR YEAR 2007, 2008, AND 2009 UNITED STATES HOUSE OF REPRESENTATIVES FINANCIAL DISCLOSURE STATEMENTS**

#### **A. Laws, Regulations, Rules, and Standards of Conduct**

39. *House Rule 23, clause 1 states that “[a] Member, Delegate, Resident Commissioner, officer, or employee of the House shall conduct himself at all times in a manner that shall reflect creditably on the House.”*

40. *House Rule 26, clause 2 states that “[f]or the purposes of this rule, the provisions of title I of the Ethics in Government Act of 1978<sup>42</sup> shall be considered Rules of the House as they pertain to Members, Delegates, the Resident Commissioner, officers, and employees of the House.”*

41. *5 U.S.C. app. 4 § 101(d): “Any individual who is an officer or employee described in subsection (f) during any calendar year and performs the duties of his position or office for a period in excess of sixty days in that calendar year shall file on or before May 15 of the succeeding year a report containing the information described in section 102(a).”*

*5 U.S.C. app. 4 § 102(a): “Each report filed pursuant to section 101 (d) and (e) shall include a full and complete statement with respect to the following:*

*(2)(A) the identity of the source, a brief description, and the value of all gifts aggregating more than the minimal value as established by section 7342 (a)(5) of title 5, United States Code, or \$250, whichever is greater, received from any source other than a relative of the reporting individual during the preceding calendar year, except that any food, lodging, or entertainment received as personal hospitality of an individual need not be reported, and any gift with a fair market value of \$100 or less, as adjusted at the same time and by the same percentage as the minimal value is adjusted, need not be aggregated for purposes of this subparagraph.”*

*5 U.S.C. app. 4 § 104(a): “The Attorney General may bring a civil action in any appropriate United States district court against any individual who knowingly and willfully falsifies or who knowingly and willfully fails to file or report any information that such individual is required to report pursuant to section 102.*

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<sup>40</sup> *Id.* at 11-1048\_012.

<sup>41</sup> *Id.*

<sup>42</sup> The appendix to United States Code Title 5 includes the Ethics in Government Act of 1978.

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*(b) The head of each agency . . . each congressional ethics committee, or the Judicial Conference, as the case may be, shall refer to the Attorney General the name of any individual which such official or committee has reasonable cause to believe has willfully failed to file a report or has willfully falsified or willfully failed to file information required to be reported.*

*(c) [A] congressional ethics committee, and the Judicial Conference, may take any appropriate personnel or other action in accordance with applicable law or regulation against any individual failing to file a report or falsifying or failing to report information required to be reported.”*

42. *House Rule 25, clause 5(a)(2)(A) states that “[i]n this clause the term ‘gift’ means a gratuity, favor, discount, entertainment, hospitality, loan, forbearance, or other item having monetary value.”*
43. *The House Ethics Manual further states that loans from persons or entities other than financial institutions are permissible provided that the terms are “commercially reasonable, including requirements for repayment and a reasonable rate of interest.” Also, the Committee on Ethics has advised that although loans from persons or entities other than financial institutions are acceptable, Members “should contact the Committee for a review of the proposed terms and a determination by the Committee on whether the loan is acceptable under the gift rule.”<sup>43</sup>*
44. *In the Matter of Representative Charles H. Wilson, the Committee on Ethics<sup>44</sup> found that simply labeling or marking a received amount of money as a “loan” does not alone constitute an actual loan.<sup>45</sup> Certain “normal indicia” of a loan must be present, including a written agreement or note, interest, maturity date, and a demand or offer of payment.<sup>46</sup> Further, another important indicator of the treatment of a loan is whether, at the time of receiving funds, the member discloses the funds as a loan on his or her Financial Disclosure Statement.<sup>47</sup>*
45. *The House Ethics Manual also discusses the Committee on Ethics’ policy regarding amendments to financial disclosures, stating that “the Committee will adopt a two-pronged test for determining whether an amendment is considered to be filed with a presumption of good faith: First, whether it is submitted within the appropriate*

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<sup>43</sup> House Ethics Manual 381-384.

<sup>44</sup> In the 96<sup>th</sup> Congress, the Committee on Ethics was named the “Committee on Standards of Official Conduct.”

<sup>45</sup> In the Matter of Representative Charles H. Wilson (H.R. Rep. No. 930, 96<sup>th</sup> Cong., 2d Sess., p. 4 (1980)).

<sup>46</sup> *Id.*

<sup>47</sup> *Id.* at 356. The Committee Counsel stated in closing argument that “Representative Wilson did not report any obligation . . . It’s clear, gentleman, that Mr. Wilson himself did not treat these payments, and did not consider these payments to be loans.” *Id.*

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*amendment period (close-of-year); and second, a ‘circumstance’ text addressing why the amendment is justified. In this latter regard, filers will be expected to submit with the amendment a brief statement on why the earlier FD is being revised.”<sup>48</sup> This test was cited by the Committee In the Matter of Representative Charles B. Rangel, in finding that Representative Rangel did not file timely amendments within the close of the year.<sup>49</sup>*

**B. Representative Meeks Disclosed Receipt of a \$40,000 “Personal Loan” in 2010 That Appears Not to Have Included Any Normal Indicia of a Legitimate Loan**

46. As noted previously, in January 2007, Representative Meeks received \$40,000 from Edul Ahmad, a personal friend.<sup>50</sup>

47. According to the document below, on June 18, 2010 Representative Meeks issued a “press release” that stated he had amended his FDS for Calendar Years 2004 to 2008. One of the “additions” noted by Representative Meeks was the 2007 “personal loan” with “an initial principal of \$40,000.”<sup>51</sup>

<b>Press Release</b> <i>For Immediate Release</i>	<b>Contact: Sondra Spaulding</b> <b>(202) 225-██████</b>
<b>Congressman Gregory W. Meeks Statement</b>	
<b>June 18, 2010</b>	
<i>(Queens, New York) - Congressman Gregory W. Meeks (D-NY) issued the following statement today:</i>	
“After a careful and detailed review of my Congressional Financial Disclosure Statements, today I submitted amended statements to the Office of the Clerk of the United States House of Representatives for the calendar years 2004 through 2008. This review was conducted, at my direction, to ensure that I am in full compliance with all financial disclosure requirements of the United States House of Representatives. The review revealed that I failed to disclose my membership on two non-profit boards of directors and two personal financial liabilities. I regret these oversights and take full responsibility for them.	
The amended statements include the following additions:	
<ul style="list-style-type: none"><li>• Beginning in 2004, I was elected to serve as a board member of the United Black Men of Queens County, a non-profit organization.</li><li>• Also in 2004, I became a board member of the National Endowment for Democracy, a non-profit organization.</li><li>• In 2007, I received a personal loan with an initial principal of \$40,000 that has been repaid in its entirety, including accrued interest.</li><li>• In 2008, I received a personal loan with an initial principal of \$15,000 that is serviced monthly.</li></ul>	
I am confident that these amendments satisfy the requirements of the Office of the Clerk of the United States House of Representatives, and I want to assure my colleagues and constituents that I have created internal procedures to help avoid such oversights in the future.”	

<sup>48</sup> House Ethics Manual 379.

<sup>49</sup> In the Matter of Representative Charles B. Rangel, Statement of Alleged Violation, Count IX (June 17, 2010).

<sup>50</sup> July 9, 2010 Press Release from Representative Meeks (Exhibit 11 at 11-1048\_036-37).

<sup>51</sup> June 18, 2010 Press Release from Representative Meeks (Exhibit 9 at 11-1048\_032).

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48. According to the document below, on June 24, 2010 Representative Meeks issued a “statement” where he again discussed amendments to his FDS, noting the 2007 “personal loan” of \$40,000 from Edul Ahmad.<sup>52</sup> He also stated that these additions are the “same loans as reported on my most recent disclosure statement filed in 2010.”<sup>53</sup>

**Statement of U.S. Representative Gregory Meeks**

**June 24, 2010**

(Queens, New York) - *U.S. Representative Gregory Meeks issued the following statement today:*

“I recently submitted amended statements to the Office of the Clerk of the United States House of Representatives for the calendar years 2004 through 2008. This review was conducted, at my direction, to ensure that I am in full compliance with all financial disclosure requirements of the United States House of Representatives. The review revealed that I failed to disclose my membership on two non-profit boards of directors and two personal financial loans.

The amended statements and clarifications include the following additions:

- Beginning in 2004, I was elected to serve as a board member of the United Black Men of Queens County, a non-profit organization.
- Also in 2004, I became a board member of the National Endowment for Democracy, a non-profit organization.
- In 2007, I received a personal loan with an initial principal of \$40,000 from Edul Ahmad that has been repaid in its entirety, including yearly compounded interest.
- In 2008, I received a personal loan with an initial principal of \$15,000 from the Congressional Federal Credit Union that is serviced monthly.

These are the same loans reported on my most recent disclosure statement filed in 2010.

I regret these oversights and take full responsibility for them.

I am confident that these amendments satisfy the requirements of the Office of the Clerk of the United States House of Representatives, and I want to assure my colleagues and constituents that I have created internal procedures to help avoid such oversights in the future.”

49. According to the document below, on July 9, 2010 Representative Meeks issued another “press release” stating, *inter alia*, that “[m]y previously filed financial disclosure statements omitted two personal loans –one from the Congressional Federal Credit Union in September 2008, and another from my friend, Ed Ahmad, in January 2007 . . . . When Ed Ahmad loaned me \$40,000 in January 2007, interest rates were as high as they have been in nearly a decade. Today, interest rates are as low as they have been since the 1950s. When I saw this, there was no question that it made financial sense to pay back the loan from Ed Ahmad and replace it with a lower interest rate secured by my home,

<sup>52</sup> June 24, 2010 Press Release from Representative Meeks (Exhibit 10 at 11-1048\_034).

<sup>53</sup> The “most recent disclosure statement filed in 2010” refers to Representative Meeks’ Calendar Year 2009 FDS.



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which is exactly what I did during the same week that I filed my current and amended financial disclosure statement.”<sup>54</sup>

<b>Press Release</b> <b>For Immediate Release</b>	<b>Contact: Sondra Spaulding</b> [REDACTED]
<b>Congressman Gregory W. Meeks Statement</b>	
<b>July 9, 2010</b>	
<i>(Queens, New York) - Congressman Gregory W. Meeks (D-NY) issued the following statement today:</i>	
<p>“Beginning at the height of the selection process for Aqueduct Racino development investors as I fought for local participation, and for the past several months, right-wing interest groups such as the National Legal and Policy Center and sensationalist media outlets have lodged unfounded attacks against me and other respectable members of the Queens community related to my family home and my involvement with New Direction Local Development Corporation. While speaking out against these baseless allegations, I felt it was important to confirm that I have been in full compliance with the ‘House of Representatives’ financial disclosure requirements. Accordingly, prior to the May 17, 2010 filing deadline, I requested a one month extension, until June 16, 2010, to file my 2009 House of Representatives financial disclosure statement so that I could undertake an extremely thorough review of my finances and previous disclosure statements. This review resulted in two important discoveries that have motivated my actions relevant to disclosures over the past month:</p>	
<p>1. My previously filed financial disclosure statements omitted two personal loans—one from the Congressional Federal Credit Union in September 2008, and another from my friend, Ed Ahmad, in January 2007—and two board positions that I have held since 2004. I take full responsibility for and regret this oversight. I disclosed all of these items on my 2009 financial disclosure statement, I immediately filed amended statements for years 2004 through 2008, and I have implemented processes to guard against such oversights in the future. The two loans on the amended filings are the same two loans disclosed on my 2009 filings with adjustments for compounded interest.</p>	
<p>2. When Ed Ahmad loaned me \$40,000 in January 2007, interest rates were as high as they have been in nearly a decade. Today, interest rates are as low as they have been since the 1950s. When I saw this, there was no question that it made financial sense to pay back the loan from Ed Ahmad and replace it with a lower interest rate loan secured by my home, which is exactly what I did during the same week that I filed my current and amended financial disclosure statements.</p>	
<p>“At least one news outlet has concocted a timeline of these events that sacrifices truth for sales, but the actual timeline is quite simple: I was being subjected to completely baseless</p>	
<p>attacks, conducted a detailed financial review while continuing to respond to these allegations, discovered that I had made a legitimate, regrettable oversight with regard to my financial disclosure statements, immediately and voluntarily took action to bring myself into full compliance with House requirements regarding those statements, and made the financially prudent decision to replace a high interest loan with a lower interest loan. I addressed these issues as effectively as possible while in the middle of the conference committee process for the greatest Congressional financial reform undertaking in decades; I did this to ensure that I was in compliance and could remain focused on addressing the critical issues facing residents in my district and our nation.”</p>	

<sup>54</sup> July 9, 2010 Press Release from Representative Meeks (Exhibit 11 at 11-1048\_036-37).

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50. In addition, as discussed above, the Four M Managing Member told the OCE that, based on his telephone conversation in June 2010, Representative Meeks' lawyers were compelled to have Representative Meeks pay back the individual in Queens (Edul Ahmad) the balance plus a high interest rate so that Representative Meeks would not be viewed as receiving an impermissible benefit.<sup>55</sup>

51. The Board notes that this statement, in addition to Representative Meek's statements above, supports an inference that no interest rate was set until 2010 on the \$40,000 Representative Meeks received in 2007 from Edul Ahmad.

**C. Representative Meeks Failed to Disclose a \$40,000 Gift He Received in 2007 on His Calendar Year 2007 Financial Disclosure Statement, His Calendar Year 2008 Financial Disclosure Statement, and His Calendar Year 2009 Financial Disclosure Statement**

52. On his Calendar Year 2009 FDS, Representative Meeks disclosed a "personal loan" in Schedule V – Liabilities section of his FDS.<sup>56</sup> Representative Meeks listed the "personal loan" in the \$50,001 - \$100,000 disclosure category from "Edul N. Ahmad." No gifts were disclosed by Representative Meeks.

SCHEDULE V— LIABILITIES			Name <u>Gregory W. Meeks</u> Page <u>3</u> of <u>5</u>											
<small>Report liabilities of over \$10,000 owed to any one creditor at any time during the reporting period by you, your spouse, or dependent child. Mark the highest amount owed during the year. Exclude: Any mortgage on your personal residence (unless it is rented out); loans secured by automobiles, household furniture, or appliances; liabilities of a business in which you own an interest; and liabilities owed to a spouse, or the child, parent, or sibling of you or your spouse. Report revolving charge accounts (i.e., credit cards) only if the balance at the close of the preceding calendar year exceeded \$10,000.</small>														
SP, DC, JT	Creditor	Type of Liability	Amount of Liability											
			B	C	D	E	F	G	H	I	J	K		
			\$10,001-\$15,000	\$15,001-\$50,000	\$50,001-\$100,000	\$100,001-\$250,000	\$250,001-\$500,000	\$500,001-\$1,000,000	\$1,000,001-\$2,000,000	\$2,000,001-\$5,000,000	\$5,000,001-\$25,000,000	\$25,000,001-\$50,000,000	Over \$50,000,000	
	Example: First Bank of Wilmington, Delaware	Mortgage on 123 Main St., Dover, Del.				X								
	Congressional Federal Credit Union	Personal Loan	X											
	Edul N. Ahmad	Personal Loan			X									

SCHEDULE VI— GIFTS		
<small>Report the source, a brief description, and the value of all gifts totalling more than \$335 received by you, your spouse, or a dependent child from any source during the year. Exclude: Gifts from relatives, gifts of personal hospitality of an individual, local meals, and gifts to a spouse or dependent child that are totally independent of his or her relationship to you. Gifts with a value of \$134 or less need not be added towards the \$335 disclosure threshold. Note: The gift rule (House Rule 25, clause 5) prohibits acceptance of gifts except as specifically provided in the rule.</small>		
Source	Description	Value
Example: Mr. Joseph H. Smith, Anytown, Anystate	Silver Platter (determination on personal friendship received from Committee on Standards)	\$345

<sup>55</sup> Managing Member MOI (Exhibit 3 at 11-1048\_013).

<sup>56</sup> Representative Meeks' Calendar Year 2009 FDS, dated June 15, 2010 (Exhibit 12 at 11-1048\_041). As noted, Representative Meeks also filed amendments to the 2009 FDS that disclosed the same information, concerning the \$40,000 from Edul Ahmad, as the original form.

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53. On June 18, 2010, Representative Meeks wrote a letter to the Clerk of the House of Representatives, disclosing the “personal loan” from Edul Ahmad amending previously filed FDS. In the letter he stated that “[i]n 2007, I received an interest-only personal loan with an initial principal of \$40,000 that has been repaid in its entirety, including accrued interest. During 2007, the liability was in the category of \$15,001-50,000. During 2008, the liability was in the category of \$50,001-100,000.”<sup>57</sup> No gifts were disclosed by Representative Meeks.
54. The Board notes that Representative Meeks filed all FDS amendments, concerning the \$40,000 he received in 2007, three years later in June 2010. No disclosure of any obligation to Edul Ahmad was made at any point prior.

#### IV. CONCLUSION

55. In 2010, Representative Meeks received \$59,650 from Four M Investments, LLC and used the funds to reimburse Edul Ahmad, a personal friend who gave Representative Meeks \$40,000 in 2007. Four M provided this loan to Representative Meeks secured by a mortgage on Representative Meeks’ home. The written agreement contained an interest rate and a repayment schedule. The mortgage agreement was executed and filed with the New York City Department of Finance. Therefore, there is not a substantial reason to believe Representative Meeks violated House Rule 25, clause 5(a)(1)(R)(v) and applicable standards of conduct, by receiving an improper loan.
56. For these reasons, the Board recommends that the Committee on Ethics dismiss allegations that Representative Meeks received a \$59,650 loan in 2010 that may have violated House rules and standards of conduct.
57. In contrast to the loan from Four M, in 2007 Representative Meeks did not appear to either agree to a “reasonable rate of interest,” or to any “requirements of repayment” that would constitute a commercially reasonable loan from an individual. Representative Meeks publicly stated that he “replaced” a lower interest rate with a higher one, yet provided no evidence that any interest rate was set at all, in writing or otherwise, when he received the money from Mr. Ahmad. In addition, Representative Meeks’ lawyers told the Four M Managing Member that a high “interest rate” was selected in 2010 to avoid perceptions that the receipt of the \$40,000 was impermissible. Lastly, in 2010 Representative Meeks reimbursed Mr. Ahmad in full, with “interest,” in one total

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<sup>57</sup> Letter from Representative Meeks to the Clerk of the House of Representatives, dated June 18, 2010, filed June 23, 2010 (Exhibit 13 at 11-1048\_045). Prior to that June 23, 2010 filing, Representative Meeks wrote another letter to the Clerk of the House, dated June 18, 2010, filed June 21, 2010 (Exhibit 14 at 11-1048\_047).

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amount, belying any potential evidence that Representative Meeks agreed to any requirements of repayment, in writing or otherwise, at the time he received the money from Mr. Ahmad. In sum, there appears to be no evidence that there were any normal indicia of a legitimate loan under House rules, precedents, and standards of conduct.

58. Representative Meeks also disclosed the \$40,000 he received from Mr. Ahmad in 2010, three years after receiving the money. Under applicable House precedent, this fact, combined with the findings discussed above, supports the conclusion that Representative Meeks did not treat the money as a loan by disclosing it as a loan on his FDS. Therefore, there is a substantial reason to believe that Representative Meeks failed to properly disclose the \$40,000 as a gift on his 2007, 2008, and 2009 Financial Disclosure Statements in violation of House Rule 25, clause 5(a)(5); House Rule 26, clause 2; and 5 U.S.C. app. 4 § 101(d), § 102(a).

59. For these reasons, the Board recommends that the Committee on Ethics further review allegations that Representative Meeks failed to properly disclose \$40,000 as a gift on his 2007, 2008, and 2009 Financial Disclosure Statements in violation of House rules and federal law.<sup>58</sup>

## **V. INFORMATION THE OCE WAS UNABLE TO OBTAIN AND RECOMMENDATIONS FOR THE ISSUANCE OF SUBPOENAS**

60. Representative Meeks refused to make himself available to interview with the OCE.

Further, Representative Meeks refused to provide requested documents concerning the \$40,000 he received in 2007 from Edul Ahmad.

61. Edul Ahmad refused to make himself available to interview with the OCE. Further, Mr. Ahmad refused to provide to the OCE any requested documents.

62. The Board recommends that the Committee on Ethics issue subpoenas to Representative Meeks and Edul Ahmad.

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<sup>58</sup> The Board reiterates that, due to its lack of jurisdiction, it does not find a substantial reason to believe that Representative Meeks violated House gift rules in 2007 by *accepting* the \$40,000, which is a separate and distinct violation from financial disclosure requirements. *See* Resolution §1(e).

# **EXHIBIT 1**

**UNITED STATES HOUSE OF REPRESENTATIVES  
FINANCIAL DISCLOSURE STATEMENT FOR CALENDAR YEAR 2007**

**FORM A** Page 1 of 4  
For use by Members, officers, and employees

**HAND DELIVERED**  
LEGISLATIVE RESOURCE CENTER  
2008 MAY 15 PM 3:45  
U.S. HOUSE OF REPRESENTATIVES  
(Office Use Only) *MC*

Gregory W. Meeks  
(Full Name)

202-225-  
(Daytime Telephone)

<b>Filer Status</b>	<input checked="" type="checkbox"/> Member of the U.S. House of Representative	State: <u>NY</u> District: <u>6</u>	<input type="checkbox"/> Officer Or Employee	Employing Office	<b>A \$200 penalty shall be assessed against anyone who files more than 30 days late.</b>
<b>Report Type</b>	<input checked="" type="checkbox"/> Annual (May 15)	<input type="checkbox"/> Amendment	<input type="checkbox"/> Termination	Termination Date:	

**PRELIMINARY INFORMATION -- ANSWER EACH OF THESE QUESTIONS**

<b>I.</b> Did you or your spouse have "earned" income (e.g., salaries or fees) of \$200 or more from any source in the reporting period? If yes, complete and attach Schedule I.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>VI.</b> Did you, your spouse, or a dependent child receive any reportable gift in the reporting period (i.e., aggregating more than \$305 and not otherwise exempt)? If yes, complete and attach Schedule VI.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>II.</b> Did any individual or organization make a donation to charity in lieu of paying you for a speech, appearance, or article in the reporting period? If yes, complete and attach Schedule II.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<b>VII.</b> Did you, your spouse, or a dependent child receive any reportable travel or reimbursements for travel in the reporting period (worth more than \$305 from one source)? If yes, complete and attach Schedule VII.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<b>III.</b> Did you, your spouse, or a dependent child receive "unearned" income of more than \$200 in the reporting period or hold any reportable asset worth more than \$1,000 at the end of the period? If yes, complete and attach Schedule III.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<b>VIII.</b> Did you hold any reportable positions on or before the date of filing in the current calendar year? If yes, complete and attach Schedule VIII.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<b>IV.</b> Did you, your spouse, or dependent child purchase, sell, or exchange any reportable asset in a transaction exceeding \$1,000 during the reporting period? If yes, complete and attach Schedule IV.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<b>IX.</b> Did you have any reportable agreement or arrangement with an outside entity? If yes, complete and attach Schedule IX.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>V.</b> Did you, your spouse, or a dependent child have any reportable liability (more than \$10,000) during the reporting period? If yes, complete and attach Schedule V.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<b>Each question in this part must be answered and the appropriate schedule attached for each "Yes" response.</b>	

**EXCLUSION OF SPOUSE, DEPENDENT, OR TRUST INFORMATION -- ANSWER EACH OF THESE QUESTIONS**

<b>Trusts-</b>	Details regarding "Qualified Blind Trusts" approved by the Committee on Standards of Official Conduct and certain other "excepted trusts" need not be disclosed. Have you excluded from this report details of such a trust benefiting you, your spouse, or dependent child?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Exemptions--</b>	Have you excluded from this report any other assets, "unearned" income, transactions, or liabilities of a spouse or dependent child because they meet all three tests for exemption?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

# SCHEDULE I - EARNED INCOME

Name Gregory W. Meeks

Page 2 of 4

List the source, type, and amount of earned income from any source (other than the filer's current employment by the U.S. Government) totaling \$200 or more during the preceding calendar year. For a spouse, list the source and amount of any honoraria; list only the source for other spouse earned income exceeding \$1,000.

Source	Type	Amount
Nassau County Executive Office	Spouse Salary	N/A

11-1048\_003

**SCHEDULE VII - TRAVEL PAYMENTS AND REIMBURSEMENTS**

Name Gregory W. Meeks

Page 3 of 4

Identify the source and list travel itinerary, dates, and nature of expenses provided for travel and travel-related expenses totaling more than \$305 received by you, your spouse, or a dependent child during the reporting period. Indicate whether a family member accompanied the traveler at the sponsor's expense, and the amount of time, if any, that was not at the sponsor's expense. Disclosure is required regardless of whether the expenses were reimbursed or paid directly by the sponsor. Exclude: Travel-related expenses provided by federal, state, and local governments, or by a foreign government required to be separately reported under the Foreign Gifts and Decorations Act (5 U.S.C § 7342); political travel that is required to be reported under the Federal Election Campaign Act; travel provided to a spouse or dependent child that is totally independent of his or her relationship to you.

Source	Date(s)	Point of Departure-- Destination--Point of Return	Lodging? (Y/N)	Food? (Y/N)	Was a Family Member Included? (Y/N)	Days not at sponsor's expense
The Hampton Synagogue	July 14 - 15	WESTHAMPTON BEACH, NY	Y	Y	Y	1



SCHEDULE VIII - POSITIONS

Name Gregory W. Meeks

Page 4 of 4

Report all positions, compensated or uncompensated, held during the current calendar year as an officer, director, trustee of an organization, partner, proprietor, representative, employee, or consultant of any corporation, firm, partnership, or any business enterprise, any nonprofit organization, any labor organization, or any educational or other institution other than the United States. Exclude: Positions held in any religious, social, fraternal, or political entities; positions solely of an honorary nature; and positions listed on Schedule I.

Position	Name of Organization
Board Member	Merrick Academy Charter School
Board Member	100 Black Men, NY Chapter

# **EXHIBIT 2**

**UNITED STATES HOUSE OF REPRESENTATIVES  
CALENDAR YEAR 2008 FINANCIAL DISCLOSURE STATEMENT**

Form A  
For use by Members, officers, and employees

**HAND  
DELIVERED**

LEGISLATIVE RESOURCE CENTER

2008 MAY 15 PM 2:47

(Office Use Only)

Name: GREGORY W. MEEKS

Daytime Telephone: 202-225-██████

*MC*

<b>Filer Status</b>	<input checked="" type="checkbox"/> Member of the U.S. House of Representatives	State: <u>New York</u> District: <u>6</u>	<input type="checkbox"/> Officer or Employee	Employing Office: _____
<b>Report Type</b>	<input checked="" type="checkbox"/> Annual (May 15)	<input type="checkbox"/> Amendment	<input type="checkbox"/> Termination	Termination Date: _____

**A \$200 penalty shall be assessed against anyone who files more than 30 days late.**

**PRELIMINARY INFORMATION — ANSWER EACH OF THESE QUESTIONS**

I. Did you or your spouse have "earned" income (e.g., salaries or fees) of \$200 or more from any source in the reporting period? <b>If yes, complete and attach Schedule I.</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	VI. Did you, your spouse, or a dependent child receive any reportable gift in the reporting period (i.e., aggregating more than \$335 and not otherwise exempt)? <b>If yes, complete and attach Schedule VI.</b>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
II. Did any individual or organization make a donation to charity in lieu of paying you for a speech, appearance, or article in the reporting period? <b>If yes, complete and attach Schedule II.</b>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	VII. Did you, your spouse, or a dependent child receive any reportable travel or reimbursements for travel in the reporting period (worth more than \$335 from one source)? <b>If yes, complete and attach Schedule VII.</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
III. Did you, your spouse, or a dependent child receive "unearned" income of more than \$200 in the reporting period or hold any reportable asset worth more than \$1,000 at the end of the period? <b>If yes, complete and attach Schedule III.</b>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	VIII. Did you hold any reportable positions on or before the date of filing in the current calendar year? <b>If yes, complete and attach Schedule VIII.</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
IV. Did you, your spouse, or a dependent child purchase, sell, or exchange any reportable asset in a transaction exceeding \$1,000 during the reporting period? <b>If yes, complete and attach Schedule IV.</b>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	IX. Did you have any reportable agreement or arrangement with an outside entity? <b>If yes, complete and attach Schedule IX.</b>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
V. Did you, your spouse, or a dependent child have any reportable liability (more than \$10,000) during the reporting period? <b>If yes, complete and attach Schedule V.</b>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<b>Each question in this part must be answered and the appropriate schedule attached for each "Yes" response.</b>	

**EXCLUSION OF SPOUSE, DEPENDENT, OR TRUST INFORMATION — ANSWER EACH OF THESE QUESTIONS**

<b>TRUSTS</b> —Details regarding "Qualified Blind Trusts" approved by the Committee on standards of Official Conduct and certain other "excepted trusts" need not be disclosed. Have you excluded from this report details of such a trust benefiting you, your spouse, or dependent child?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>EXEMPTION</b> —Have you excluded from this report any other assets, "unearned" income, transactions, or liabilities of a spouse or dependent child because they meet all three tests for exemption? Do not answer "yes" unless you have first consulted with the Committee on Standards of Official Conduct.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>





**SCHEDULE VIII—POSITIONS**

Report all positions, compensated or uncompensated, held during the current calendar year as an officer, director, trustee of an organization, partner, proprietor, representative, employee, or consultant of any corporation, firm, partnership, or other business enterprise, any non profit organization, any labor organization, or any educational or other institution other than the United States.

**Exclude:** Positions listed on Schedule I; positions held in any religious, social, fraternal, or political entities (such as political parties and campaign organizations); and positions solely of an honorary nature.

Position	Name of Organization
Board Member	100 Black Men, New York Chapter

**SCHEDULE IX—AGREEMENTS**

Identify the date, parties to, and general terms of any agreement or arrangement with respect to: future employment; a leave of absence during the period of government service; continuation or deferral of payments by a former or current employer other than the U.S. Government; or continuing participation in an employee welfare or benefit plan maintained by a former employer.

Date	Parties To	Terms of Agreement

# **EXHIBIT 3**

CONFIDENTIAL

Subject to the Nondisclosure Provisions of H. Res. 895 of the 110th Congress as Amended

OFFICE OF CONGRESSIONAL ETHICS  
UNITED STATES HOUSE OF REPRESENTATIVES

**MEMORANDUM OF INTERVIEW**

IN RE: Managing Member, 4M Investments, LLC  
REVIEW No.: 11-1048  
DATE: March 14, 2011  
LOCATION: 1212 Avenue of the Americas  
New York, NY  
TIME: 11:15 a.m. to 12:15 p.m. (approximate)  
PARTICIPANTS: Kedric L. Payne  
Paul Solis

**SUMMARY:** The witness is the Chairman of U.S. Corrugated, Inc. and Managing Member of 4M Investments, LLC. The OCE requested an interview with the witness on March 14, 2011, and he consented to an interview. The witness made the following statements in response to OCE questioning:

1. The witness was given an 18 U.S.C. § 1001 warning and consented to an interview. He signed a written acknowledgement of the warning, which will be placed in the case file in this review.
2. 4M Investments, LLC (“4M”) is a “single purpose entity” that owns industrial real estate in Ohio, New Jersey, and New York. Currently, 4M owns three properties in total. 4M collects rent, pays back the bank, and surpluses are either invested or distributed. 4M has conducted this activity since 2004.
3. The witness is the sole decision maker within the management structure of 4M. He owns 80% of 4M; his two sons own the remainder.
4. The witness does not supply personal capital to 4M because it has never needed any money. The company always has six to eight hundred thousand in cash on hand. However, the witness stated that if the company needed it, he and his sons would provide the capital.
5. 4M has never issued home equity loans before Rep. Meeks and the witness stated that in the future, 4M will not again. The witness stated that 4M is not in that line of business and that the only reason he “parked the loan there” was because he had a staff at 4M who could handle the paperwork and billing.
6. 4M does not provide any type of financial services.



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Subject to the Nondisclosure Provisions of H. Res. 895 of the 110th Congress as Amended

7. The witness has been active in politics by making campaign contributions and helping with campaign work for a number of years. In 2002 he ran for Lt. Governor of New York and ran in a couple federal congressional races in New York. He makes “significant” contributions to federal elections.
8. The witness has known Rep. Meeks for ten to eleven years. He became closer with Rep. Meeks while serving as John Kerry’s primary election Campaign Chair in 2004. He brought Rep. Meeks in to help with the campaign.
9. The witness and Rep. Meeks are “good friends” that have dinner occasionally, talk on the telephone and usually discuss politics.
10. The witness has frequently contributed to Rep. Meeks campaigns and has “maxed out” in most election cycles. He has received invitations to campaign events for Rep. Meeks and attended, although he could not recall if Rep. Meeks ever personally solicited him for a campaign contribution. He has never worked for Rep. Meeks’ campaign.
11. Concerning the 2010 home equity loan, Rep. Meeks approached the witness and asked the witness if he could borrow money because he owed money to someone in Queens. The witness told Rep. Meeks he would lend the money but that “it would have to be done right.” He then told Rep. Meeks to have his lawyers call the witness’ general counsel.
12. The witness was presented with a calendar showing a June 14, 2010 meeting with Rep. Meeks. The witness stated that he was “99%” that this was the meeting where Rep. Meeks asked to borrow the money.
13. After that meeting, the witness knew “three things”: (1) that Rep. Meeks needed money; (2) that Rep. Meeks would put his house up as collateral; and (3) that there was a sense of urgency in getting the deal done.
14. Either later that day on June 14, 2010 or the next day on June 15, 2010, the witness had a phone call with Rep. Meeks’ lawyer, Mike Bellinger. The witness recalled that Bellinger told the witness that they wanted to get the loan documents completed that day because a House financial disclosure form was due. He could not recall if Rep. Meeks was on that call. The witness stated that it was impossible to complete the agreement by the next day.
15. The witness stated that he was only worried about proper documentation and they were worried about ethics rules and House issues. He stated that they knew they had to charge for interest and account for disclosure issues.
16. The witness also stated that he did not know who the person was Rep. Meeks owed money to but that Rep. Meeks’ lawyers felt compelled to pay the person a high interest rate so the Rep. Meeks would not be seen as getting a benefit.

CONFIDENTIAL

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Subject to the Nondisclosure Provisions of H. Res. 895 of the 110th Congress as Amended

17. The witness was presented with an email dated June 15, 2010 [No. 111048-0021], from the witness to his general counsel, where the loan was first discussed.
18. Concerning the phrase “we have no time,” the witness stated that he meant that he had promised Rep. Meeks that he would expedite the issuance of loan money.
19. “Filing due tomorrow” referred to something Rep. Meeks’ lawyers were doing in Washington, D.C.
20. “Another loan being satisfied” referred to the \$40,000 loan from the person Rep. Meeks owed money to in Queens.
21. “I am extending” is a generic term; 4M doesn’t do anything that the witness doesn’t do.
22. “Quick and reasonable return” was intended to convey to the general counsel that the witness wanted the documentation to proceed quickly.
23. When asked about the phrase “Issues associated with Title Insurance, Lien searches, etc. they would have to occur after the fact,” the witness stated that these were post-closing executions that are not uncommon. However, in this instance, because Rep. Meeks’ wife was required to sign the mortgage documents, post-closing issues were not feasible.
24. The witness stated that there was a rush on getting the funds out because he had made a promise to Rep. Meeks to expedite the loan. He believed this promise was made on the phone call, after the initial meeting.
25. The witness had not been to Rep. Meeks house and had never seen it. He stated that he did not extend the loan based on the value of the house but because Rep. Meeks was a friend.
26. The witness was presented with an email dated June 15, 2010 [No. 111048-0010], from the witness’ general counsel to Rep. Meeks’ lawyers and the witness.
27. The witness stated that the email discusses the terms of the loan agreement that he decided, with no negotiation with Rep. Meeks. He was not interested in a “special deal” and stated that Rep. Meeks was not either. He stated that legally he could have given him a rate at 1.5% but did not. The 7.3% interest rate offered in the terms was applied after the witness looked in the newspaper and found the number published. He stated that he did not want to give the appearance he was “subsidizing” the congressman.
28. The witness did not talk to any of the previous lenders or mortgagees on the property.
29. Concerning the loan amount, the witness stated that it had to be \$40,000 with interest. It had to be “rational” but the amount was up to them. He stated that the amount was not

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Subject to the Nondisclosure Provisions of H. Res. 895 of the 110th Congress as Amended

very much money to him but if Rep. Meeks had asked for hundreds of thousands of dollars, he would have said no.

30. The witness stated that Rep. Meeks has been up to date with his payments on the loan. Rep. Meeks missed the first payment because he did not receive a bill from 4M.

This memorandum was prepared on March 15, 2011, based on the notes that the OCE staff prepared during the interview with the witness on March 14, 2011. I certify that this memorandum contains all pertinent matter discussed with the witness on March 14, 2011.

Paul Solis  
Investigative Counsel

# **EXHIBIT 4**

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**From:** DeFilippo, Paul  
**To:** Dennis Mehiel  
**Cc:** Bellinger, Michael; Anna Marie Cotter ; Peter Bacanovic  
**Sent:** Tue Jun 15 11:20:28 2010  
**Subject:** RE: Greg Meeks

Mike--I am here until only about 530 today so please expedite delivery of the documents.

---

**From:** Dennis Mehiel [REDACTED]@fourmco.com]  
**Sent:** Tuesday, June 15, 2010 12:04 PM  
**To:** DeFilippo, Paul  
**Cc:** [REDACTED]@dorsey.com'; Anna Marie Cotter; Peter Bacanovic  
**Subject:** Greg Meeks

Paul,

Four M Investments, LLC has agreed to advance approximately \$57,000 to Congressman Meeks. We will receive his note secured by a Second Mortgage on his home. Mike Bellinger is Greg's Attorney. He is preparing the documents for your review and comment. Unfortunately we have no time (big surprise) as there is a filing due tomorrow that must take account of another Loan being satisfied and the source of funds is the loan I am extending.

Mike will get you papers as quickly today as he can; I need a quick and reasonable return. Our hope is to wire money today if possible. If there are issues associated with Title Insurance, Lien searches, etc. they would have to occur after the fact. The documents need to deal with that eventuality.

I am available when you need me.

D.

111048-0021

11-1048\_017

# **EXHIBIT 5**

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**From:** DeFilippo, Paul  
**To:** Bellinger, Michael; Forsythe, Beth; Olson, Robert  
**Cc:** [REDACTED]@fourmco.com  
**Sent:** Tue Jun 15 14:25:49 2010  
**Subject:** RE: Greg Meeks

Mike:

Spoke to Dennis. Please cause the following reps and covenants to be included in the loan documents (which should consist of a note and mortgage containing the usual provisions applicable to a NY transaction).

1. Second priority lien, junior only to existing first mortgage, and this lien does not violate the first mortgage.
2. Within 30 days mortgagor will name lender as a loss payee on a policy of casualty and liability insurance in an amount sufficient to cover both liens, and will provide mortgagee with a policy of title insurance insuring the validity of the lien subject only to standard exceptions, facts shown by an accurate survey, and the existing first.
3. Taxes and insurance premiums paid through escrow on first.
4. interest only payable quarterly in arrears. Today's paper shows second mortgage interest rates on similar sized loans as 7.3% and we are ok with that rate.
5. maturity in 10 years, at which time all principal and accrued interest will be due. Mandatory prepayment on transfer or condemnation of the property, or on death of the borrowers. Allow insurance proceeds to be used to rebuild in case of a casualty loss.

---

**From:** [REDACTED]@dorsey.com [REDACTED]@dorsey.com]  
**Sent:** Tuesday, June 15, 2010 3:12 PM  
**To:** DeFilippo, Paul; [REDACTED]@DORSEY.com; [REDACTED]@dorsey.com  
**Subject:** Re: Greg Meeks

Hi Paul! We have recruited expert reinforcements who can assist with the document drafting regarding the 2nd mortgage. Have you conferred with Dennis?

---

**From:** DeFilippo, Paul  
**To:** Dennis Mehiel  
**Cc:** Bellinger, Michael; Anna Marie Cotter ; Peter Bacanovic  
**Sent:** Tue Jun 15 11:20:28 2010  
**Subject:** RE: Greg Meeks  
Mike--I am here until only about 530 today so please expedite delivery of the documents.

---

**From:** Dennis Mehiel [REDACTED]@fourmco.com]  
**Sent:** Tuesday, June 15, 2010 12:04 PM  
**To:** DeFilippo, Paul  
**Cc:** [REDACTED]@dorsey.com'; Anna Marie Cotter; Peter Bacanovic  
**Subject:** Greg Meeks

111048-0010

11-1048\_019

Paul,

Four M Investments, LLC has agreed to advance approximately \$57,000 to Congressman Meeks. We will receive his note secured by a Second Mortgage on his home. Mike Bellinger is Greg's Attorney. He is preparing the documents for your review and comment. Unfortunately we have no time (big surprise) as there is a filing due tomorrow that must take account of another Loan being satisfied and the source of funds is the loan I am extending.

Mike will get you papers as quickly today as he can; I need a quick and reasonable return. Our hope is to wire money today if possible. If there are issues associated with Title Insurance, Lien searches, etc. they would have to occur after the fact. The documents need to deal with that eventuality.

I am available when you need me.

D.



# **EXHIBIT 6**

After Recording Return To:  
Dorsey & Whitney LLP  
250 Park Avenue  
New York, NY 10177  
Tel: (212) 415-██████

\_\_\_\_\_ [Space Above This Line For Recording Data] \_\_\_\_\_

## SHORT FORM SUBORDINATED THIRD MORTGAGE

### DEFINITIONS

Words used in multiple sections of this Security Instrument are defined below, in the "Definitions" Section of the Master Form, and in Sections 3, 11, 13, 18, 20 and 21 of the Master Form. Certain rules regarding the usage of words used in this Security Instrument are also provided in Section 16 of the Master Form.

"Master Form" means that certain Master Form Mortgage recorded in the Office of the Recorder on June 18, 2010 in \_\_\_\_\_ Book/Volume \_\_\_\_\_,  
[Recording Office]

Page Number(s) \_\_\_\_\_, for land situated in the County of Queens.

(A) **"Security Instrument."** This document, which is dated June 18, 2010, together with all Riders to this document, will be called the "Security Instrument."

(B) **"Borrower."** Gregory Meeks and Simone-Marie Meeks whose address is ██████████ Road St. Albans, New York 11412 sometimes will be called "Borrower" and sometimes simply "T" or "me."

(C) **"Lender."** Four Investments LLC will be called "Lender." Lender is a corporation or association which exists under the laws of New Jersey. Lender's address is 115 Stevens Avenue Valhalla, NY 10595.

(D) **"Note."** This Security Instrument is also called the "Note." The Note shows that I owe Lender \$59,650.00 plus interest at the annual rate of seven and three-tenths percent (7.3%). The maximum principal indebtedness secured hereby is \$59,650. I have promised to pay this debt in Periodic Payments, which Periodic Payments are due quarterly in arrears and which are comprised of interest only payments. I will pay the debt in full (including all outstanding principal and interest) by June 16, 2020. Each Periodic Payment shall be in the amount of \$1,451.48, and the first periodic payment shall be due on September 17, 2010, continuing on a quarterly basis thereafter until the Note is paid in full. All Periodic Payments shall be made to Lender at its address set forth herein.

(E) **"Property."** The property that is described below in the section titled "Description of the Property," will be called the "Property."

(F) **"Loan."** The "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Sums Secured." The amounts described below in the section titled "Borrower's Transfer to Lender of Rights in the Property" sometimes will be called the "Sums Secured."

(H) "Riders." All Riders attached to this Security Instrument that are signed by Borrower will be called "Riders." The following Riders are to be signed by Borrower [check box as applicable]:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider  |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] |
| <input type="checkbox"/> 1-4 Family Rider      | <input type="checkbox"/> Biweekly Payment Rider         | _____                                       |

All references to section numbers in the Security Instrument that are contained in the Riders refer to those sections of the same number incorporated from the Master Form.

#### BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY

I mortgage, grant and convey the Property to Lender subject to the terms of this Security Instrument. This means that, by signing this Security Instrument, I am giving Lender those rights that are stated in this Security Instrument and also those rights that Applicable Law gives to lenders who hold mortgages on real property. I am giving Lender these rights to protect Lender from possible losses that might result if I fail to:

- (A) Pay all the amounts that I owe Lender as stated in the Note including, but not limited to, all renewals, extensions and modifications of the Note;
- (B) Pay, with interest, any amounts that Lender spends under this Security Instrument to protect the value of the Property and Lender's rights in the Property; and
- (C) Keep all of my other promises and agreements under this Security Instrument and the Note.

This Security Instrument is expressly subject and subordinated to (i) that certain Mortgage, dated October 13, 2006 (the "First Mortgage") by and between Borrower, as borrower, and Washington Mutual Bank, FA, as lender, recorded in the Office of the Recorder on November 9, 2006 as Document 2006000626133; and (ii) that certain Mortgage, dated October 13, 2006 (the "Second Mortgage") by and between Borrower, as borrower, and Washington Mutual Bank, FA, as lender, recorded in the Office of the Recorder on November 9, 2006 as Document 2005000626134. The First Mortgage and the Second Mortgage are collectively referred to as the "Superior Mortgages". I represent that

- (i) the Superior Mortgages are the only indebtedness-securing encumbrance on the Property that are superior to this Security Instrument;
- (ii) real property taxes and insurance premiums payable with respect to the Property are escrowed and paid under the Superior Mortgages; and
- (iii) The sum of approximately \$646,043 is due on the First Mortgage, and the sum of approximately \$77,737 is due on the Second Mortgage. Neither of the Superior Mortgages is in default.

Within 30 days after the date hereof, I will provide

- (i) written evidence to Lender that Lender is named as a loss-payee on the property insurance that I maintain for the Property;
- (ii) a lenders policy of title insurance from a commercially reasonable title insurance company licensed in the state of New York insuring the validity of this Security Instrument subject only to standard exceptions, facts shown by an accurate survey, and the Superior Mortgages; and
- (iii) provide written evidence that no party holding a Superior Mortgage either or both (a) object to my granting of this Security Instrument; or (ii) will exercise any rights to accelerate the indebtedness secured thereby because of my granting of this Security Instrument.

Subject to the terms of the Superior Mortgages, the Note is immediately due upon any transfer, condemnation, or death of Borrower. Subject to the terms of the Superior Mortgages, I agree to use any available property insurance proceeds to repair any damage to the Property.

A default hereunder will consist of any failure on my part to pay amounts due hereunder when due, to perform any other obligations of mine set forth herein, or if any of my promises or representations set forth herein are not accurate or complete in all material respects. No notice of default will be required if I fail to make payments when due, and ten days prior notice will be required before my failure to perform my obligations herein other than to make payment shall be a default.

If I default on this Note I agree to pay interest on the unpaid principal balance at the rate of 10% per annum, and I agree to pay all of the Lender's reasonable costs and expenses, including counsel fees, incurred in enforcing this Note and the Security Instrument.

#### **DESCRIPTION OF THE PROPERTY**

I give Lender rights in the Property described in (A) through (G) below:

- (A) The Property which is located at [REDACTED] Road St. Albans, New York 11412. This Property is in Queens County. It has the legal description set forth on attached **Exhibit A**.
- (B) All buildings and other improvements that are located on the Property described in subsection (A) of this section;
- (C) All rights in other property that I have as owner of the Property described in subsection (A) of this section. These rights are known as "easements and appurtenances attached to the Property;"
- (D) All rights that I have in the land which lies in the streets or roads in front of, or next to, the Property described in subsection (A) of this section;
- (E) All fixtures that are now or in the future will be on the Property described in subsections (A) and (B) of this section;
- (F) All of the rights and property described in subsections (B) through (E) of this section that I acquire in the future; and

(G) All replacements of or additions to the Property described in subsections (B) through (F) of this section and all Insurance Proceeds for loss or damage to, and all Miscellaneous Proceeds of the Property described in subsections (A) through (F) of this section.

**BORROWER'S RIGHT TO MORTGAGE THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY**

I promise that: (A) I lawfully own the Property; (B) I have the right to mortgage, grant and convey the Property to Lender; and (C) there are no outstanding claims or charges against the Property, except for those which are of public record.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

The mortgagor will, in compliance with Section 13 of the Lien Law, receive the advances secured hereby and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

**PLAIN LANGUAGE SECURITY INSTRUMENT**

This Security Instrument contains promises and agreements that are used in real property security instruments all over the country. It also contains other promises and agreements that vary in different parts of the country. My promises and agreements are stated in "plain language."

**MASTER FORM PROMISES AND AGREEMENTS THAT ARE A PART OF THIS SECURITY INSTRUMENT**

Paragraph (I) through and including paragraph (P) of the "Definitions" Section of the Master Form, and Section 1 through and including Section 24 of the Master Form, are made a part of this Security Instrument. I received a copy of the Master Form and agree to be bound by the Sections and paragraphs of the Master Form that are made a part of this Security Instrument.

**BORROWER'S STATEMENT REGARDING THE PROPERTY [CHECK BOX AS APPLICABLE]**

This Security Instrument covers real property improved, or to be improved, by a one or two family dwelling only.

This Security Instrument covers real property principally improved, or to be improved, by one or more structures containing, in the aggregate, not more than six residential dwelling units with each dwelling unit having its own separate cooking

BY SIGNING BELOW, I accept and agree to the promises and agreements contained in this Security Instrument (including those promises and agreements contained in the Master Form that are incorporated by reference) and in any Rider signed by me and recorded with it.

Witnesses:

[Signature] \_\_\_\_\_  
[Signature] \_\_\_\_\_  
Gregory Meeks \_\_\_\_\_ - Borrower  
[Signature] \_\_\_\_\_  
Simone-Marie Meeks \_\_\_\_\_ - Borrower  
[Space Below This Line For Acknowledgment]

**TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE OUTSIDE NEW YORK STATE**

State (or District of Columbia, Territory, or Foreign Country) of \_\_\_\_\_ ss:

On the 18<sup>th</sup> day of June in the year 2010 before me, the undersigned, personally appeared Gregory Meeks personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the

Washington in District of Columbia  
(insert the City or other political subdivision) (and insert the State or Country or other place the acknowledgment was taken)  
Joyce R. Dozier  
Notary Public, District of Columbia  
My Commission Expires 7-14-2010

**TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE OUTSIDE NEW YORK STATE**

State (or District of Columbia, Territory, or Foreign Country) of \_\_\_\_\_ ss:

On the 18<sup>th</sup> day of June in the year 2010 before me, the undersigned, personally appeared Simone-Marie Meeks personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the

Washington in District of Columbia  
(insert the City or other political subdivision) (and insert the State or Country or other place the acknowledgment was taken)  
Joyce R. Dozier  
Notary Public, District of Columbia  
My Commission Expires 7-14-2010

111048-0007

# **EXHIBIT 7**

GREGORY W. MEEKS  
SIMONE-MARIE L. MEEKS

1180

ST. ALBANS, N.Y. 11412

Date June 19, 2010

Pay to the  
Order of

Edul N. Ahmad

\$ 59,684.00

Fifty Nine Thousand Six Hundred and Eighty Four <sup>00</sup>/<sub>100</sub> Dollars

U.S. HOUSE OF REPRESENTATIVES  
WASHINGTON, DC

For

Payment Gregory W. Meeks

INTOUCH® CUSTOM CREATIONS™

Edul Ahmad

06/28/10 3:07 pm

2



# **EXHIBIT 8**

*Failed*  
*10:06*

**Four M Investments, LLC**

██████████  
Valhalla, N. Y. 10595  
Tel. 914-747-██████████

June 21, 2010

**VIA FAX (212) ██████████**

Bank of America  
767 Fifth Avenue  
New York, NY 10153

RE: Four M Investments LLC  
Account# ██████████

ENTERED  
14 13

Please wire transfer **US\$ 59,650.00** from the above account to the following account as soon as possible:

NAME	<b>Gregory Meeks and Simone-Marie Meeks</b>
BANK	██
Routing#:	██████████
Account#:	██████████

Thank you for your assistance.

Best Regards,

*[Signature]*  
DENNIS MEHIEL

*Gigi 10:15 AM*

# **EXHIBIT 9**

**Press Release**  
***For Immediate Release***

**Contact: Sondra Spaulding**  
**(202) 225-██████**

## **Congressman Gregory W. Meeks Statement**

**June 18, 2010**

*(Queens, New York) - Congressman Gregory W. Meeks (D-NY) issued the following statement today:*

“After a careful and detailed review of my Congressional Financial Disclosure Statements, today I submitted amended statements to the Office of the Clerk of the United States House of Representatives for the calendar years 2004 through 2008. This review was conducted, at my direction, to ensure that I am in full compliance with all financial disclosure requirements of the United States House of Representatives. The review revealed that I failed to disclose my membership on two non-profit boards of directors and two personal financial liabilities. I regret these oversights and take full responsibility for them.

The amended statements include the following additions:

- Beginning in 2004, I was elected to serve as a board member of the United Black Men of Queens County, a non-profit organization.
- Also in 2004, I became a board member of the National Endowment for Democracy, a non-profit organization.
- In 2007, I received a personal loan with an initial principal of \$40,000 that has been repaid in its entirety, including accrued interest.
- In 2008, I received a personal loan with an initial principal of \$15,000 that is serviced monthly.

I am confident that these amendments satisfy the requirements of the Office of the Clerk of the United States House of Representatives, and I want to assure my colleagues and constituents that I have created internal procedures to help avoid such oversights in the future.”

111048-0101

11-1048\_032

# **EXHIBIT 10**

## Statement of U.S. Representative Gregory Meeks

June 24, 2010

(Queens, New York) - *U.S. Representative Gregory Meeks issued the following statement today:*

"I recently submitted amended statements to the Office of the Clerk of the United States House of Representatives for the calendar years 2004 through 2008. This review was conducted, at my direction, to ensure that I am in full compliance with all financial disclosure requirements of the United States House of Representatives. The review revealed that I failed to disclose my membership on two non-profit boards of directors and two personal financial loans.

The amended statements and clarifications include the following additions:

- Beginning in 2004, I was elected to serve as a board member of the United Black Men of Queens County, a non-profit organization.
- Also in 2004, I became a board member of the National Endowment for Democracy, a non-profit organization.
- In 2007, I received a personal loan with an initial principal of \$40,000 from Edul Ahmad that has been repaid in its entirety, including yearly compounded interest.
- In 2008, I received a personal loan with an initial principal of \$15,000 from the Congressional Federal Credit Union that is serviced monthly.

These are the same loans reported on my most recent disclosure statement filed in 2010.

I regret these oversights and take full responsibility for them.

I am confident that these amendments satisfy the requirements of the Office of the Clerk of the United States House of Representatives, and I want to assure my colleagues and constituents that I have created internal procedures to help avoid such oversights in the future."

# **EXHIBIT 11**

## **Congressman Gregory W. Meeks Statement**

**July 9, 2010**

*(Queens, New York) - Congressman Gregory W. Meeks (D-NY) issued the following statement today:*

“Beginning at the height of the selection process for Aqueduct Racino development investors as I fought for local participation, and for the past several months, right-wing interest groups such as the National Legal and Policy Center and sensationalist media outlets have lodged unfounded attacks against me and other respectable members of the Queens community related to my family home and my involvement with New Direction Local Development Corporation. While speaking out against these baseless allegations, I felt it was important to confirm that I have been in full compliance with the House of Representatives’ financial disclosure requirements. Accordingly, prior to the May 17, 2010 filing deadline, I requested a one month extension, until June 16, 2010, to file my 2009 House of Representatives financial disclosure statement so that I could undertake an extremely thorough review of my finances and previous disclosure statements. This review resulted in two important discoveries that have motivated my actions relevant to disclosures over the past month:

1. My previously filed financial disclosure statements omitted two personal loans—one from the Congressional Federal Credit Union in September 2008, and another from my friend, Ed Ahmad, in January 2007—and two board positions that I have held since 2004. I take full responsibility for and regret this oversight. I disclosed all of these items on my 2009 financial disclosure statement, I immediately filed amended statements for years 2004 through 2008, and I have implemented processes to guard against such oversights in the future. The two loans on the amended filings are the same two loans disclosed on my 2009 filings with adjustments for compounded interest.
2. When Ed Ahmad loaned me \$40,000 in January 2007, interest rates were as high as they have been in nearly a decade. Today, interest rates are as low as they have been since the 1950s. When I saw this, there was no question that it made financial sense to pay back the loan from Ed Ahmad and replace it with a lower interest rate loan secured by my home, which is exactly what I did during the same week that I filed my current and amended financial disclosure statements.

“At least one news outlet has concocted a timeline of these events that sacrifices truth for sales, but the actual timeline is quite simple: I was being subjected to completely baseless



attacks, conducted a detailed financial review while continuing to respond to these allegations, discovered that I had made a legitimate, regrettable oversight with regard to my financial disclosure statements, immediately and voluntarily took action to bring myself into full compliance with House requirements regarding those statements, and made the financially prudent decision to replace a high interest loan with a lower interest loan. I addressed these issues as effectively as possible while in the middle of the conference committee process for the greatest Congressional financial reform undertaking in decades; I did this to ensure that I was in compliance and could remain focused on addressing the critical issues facing residents in my district and our nation."

# **EXHIBIT 12**

**UNITED STATES HOUSE OF REPRESENTATIVES**  
**CALENDAR YEAR 2009 FINANCIAL DISCLOSURE STATEMENT**

Form A  
 For use by Members, officers, and employees

Page 1 of 5  
 LEGISLATIVE RESOURCE CENTER

2010 JUN 15 PM 4:54

Name: Gregory W. Meeks

Daytime Telephone: 202 225- [REDACTED]

LEGISLATIVE RESOURCE CENTER

*MC*

**HAND DELIVERED**  
 (Office Use Only)

Filer Status	<input checked="" type="checkbox"/> Member of the U.S. House of Representatives	State: <u>NY</u> District: <u>06</u>	<input type="checkbox"/> Officer or Employee	Employing Office:
Report Type	<input checked="" type="checkbox"/> Annual (May 17, 2010)	<input type="checkbox"/> Amendment	<input type="checkbox"/> Termination	Termination Date:

**A \$200 penalty shall be assessed against anyone who files more than 30 days late.**

**PRELIMINARY INFORMATION — ANSWER EACH OF THESE QUESTIONS**

I. Did you or your spouse have "earned" income (e.g., salaries or fees) of \$200 or more from any source in the reporting period? If yes, complete and attach Schedule I.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	VI. Did you, your spouse, or a dependent child receive any reportable gift in the reporting period (i.e., aggregating more than \$335 and not otherwise exempt)? If yes, complete and attach Schedule VI.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
II. Did any individual or organization make a donation to charity in lieu of paying you for a speech, appearance, or article in the reporting period? If yes, complete and attach Schedule II.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	VII. Did you, your spouse, or a dependent child receive any reportable travel or reimbursements for travel in the reporting period (worth more than \$335 from one source)? If yes, complete and attach Schedule VII.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
III. Did you, your spouse, or a dependent child receive "unearned" income of more than \$200 in the reporting period or hold any reportable asset worth more than \$1,000 at the end of the period? If yes, complete and attach Schedule III.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	VIII. Did you hold any reportable positions on or before the date of filing in the current calendar year? If yes, complete and attach Schedule VIII.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
IV. Did you, your spouse, or a dependent child purchase, sell, or exchange any reportable asset in a transaction exceeding \$1,000 during the reporting period? If yes, complete and attach Schedule IV.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	IX. Did you have any reportable agreement or arrangement with an outside entity? If yes, complete and attach Schedule IX.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
V. Did you, your spouse, or a dependent child have any reportable liability (more than \$10,000) during the reporting period? If yes, complete and attach Schedule V.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Each question in this part must be answered and the appropriate schedule attached for each "Yes" response.</b>	

**EXCLUSION OF SPOUSE, DEPENDENT, OR TRUST INFORMATION — ANSWER EACH OF THESE QUESTIONS**

<b>TRUSTS</b> —Details regarding "Qualified Blind Trusts" approved by the Committee on Standards of Official Conduct and certain other "excepted trusts" need not be disclosed. Have you excluded from this report details of such a trust benefiting you, your spouse, or dependent child?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>EXEMPTION</b> —Have you excluded from this report any other assets, "unearned" income, transactions, or liabilities of a spouse or dependent child because they meet all three tests for exemption? Do not answer "yes" unless you have first consulted with the Committee on Standards of Official Conduct.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

11-1048\_039



**SCHEDULE V – LIABILITIES**

Report liabilities of over \$10,000 owed to any one creditor **at any time** during the reporting period by you, your spouse, or dependent child. Mark the highest amount owed during the year. **Exclude:** Any mortgage on your personal residence (unless it is rented out); loans secured by automobiles, household furniture, or appliances; liabilities of a business in which you own an interest; and liabilities owed to a spouse, or the child, parent, or sibling of you or your spouse. Report **revolving charge accounts** (i.e., credit cards) only if the balance at the close of the preceding calendar year exceeded \$10,000.

SP, DC, JT	Creditor	Type of Liability	Amount of Liability											
			B \$10,001- \$15,000	C \$15,001- \$50,000	D \$50,001- \$100,000	E \$100,001- \$250,000	F \$250,001- \$500,000	G \$500,001- \$1,000,000	H \$1,000,001- \$5,000,000	I \$5,000,001- \$25,000,000	J \$25,000,001- \$50,000,000	K Over \$50,000,000		
	<i>Example:</i> First Bank of Wilmington, Delaware	Mortgage on 123 Main St., Dover, Del.				X								
	Congressional Federal Credit Union	Personal Loan	X											
	Edul N. Ahmad	Personal Loan			X									

**SCHEDULE VI – GIFTS**

Report the source, a brief description, and the value of all gifts totalling more than \$335 received by you, your spouse, or a dependent child from any source during the year. **Exclude:** Gifts from relatives, gifts of personal hospitality of an individual, local meals, and gifts to a spouse or dependent child that are totally independent of his or her relationship to you. Gifts with a value of \$134 or less need not be added towards the \$335 disclosure threshold. **Note:** The gift rule (House Rule 25, clause 5) prohibits acceptance of gifts except as specifically provided in the rule.

Source	Description	Value
<i>Example:</i> Mr. Joseph H. Smith, Anytown, Anystate	Silver Platter (determination on personal friendship received from Committee on Standards)	\$345

Use additional sheets if more space is required.

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**SCHEDULE VIII—POSITIONS**

Report all positions, compensated or uncompensated, held during the current calendar year as an officer, director, trustee of an organization, partner, proprietor, representative, employee, or consultant of any corporation, firm, partnership, or other business enterprise, any non profit organization, any labor organization, or any educational or other institution other than the United States.

**Exclude:** Positions listed on Schedule I; positions held in any religious, social, fraternal, or political entities (such as political parties and campaign organizations); and positions solely of an honorary nature.

Position	Name of Organization
Board Member	100 Black Men, NY Chapter
Advisory Board Member	United Nations Office for Partnerships + the Permanent Memorial Committee
Board Member	National Endowment for Democracy
Ex-officio Board Member	United Black Men of Queens

**SCHEDULE IX—AGREEMENTS**

Identify the date, parties to, and general terms of any agreement or arrangement with respect to: future employment; a leave of absence during the period of government service; continuation or deferral of payments by a former or current employer other than the U.S. Government; continuing participation in an employee welfare or benefit plan maintained by a former employer; or publication of a book.

Date	Parties To	Terms of Agreement

# **EXHIBIT 13**



PLEASE RESPOND TO:

WASHINGTON OFFICE  
2342 RAYBURN HOUSE OFFICE BUILDING  
WASHINGTON, DC 20515-3206  
(202) 225-3461  
FAX: (202) 226-4169  
www.house.gov/meeks

DISTRICT OFFICES  
153-01 JAMAICA AVENUE  
JAMAICA, NY 11432-3870  
(718) 725-6000  
FAX: (718) 725-9868

1931 MOTT AVENUE, ROOM 305  
FAR ROCKAWAY, NY 11691  
(718) 327-9791  
FAX: (718) 327-4722

# Congress of the United States House of Representatives

GREGORY W. MEEKS  
6TH DISTRICT, NEW YORK

June 18, 2010

Honorable Lorraine Miller  
Clerk of the House  
U.S. House of Representatives  
H-154, the Capital  
Washington, D.C. 20515

Dear Ms. Miller:

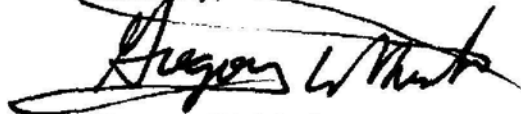
Please be advised that I hereby amend five Financial Disclosure Statements. The amended statements should include the following additions and changes:

- Beginning in 2004, I was elected to serve as a board member of the United Black Men of Queens County, a non-profit organization, a position I still hold.
- Also in 2004, I became a board member of the National Endowment for Democracy, a non-profit organization, a position I still hold.
- In 2007, I received an interest-only personal loan with an initial principal of \$40,000 that has been repaid in its entirety, including accrued interest. During 2007, the liability was in the category of \$15,001-50,000. During 2008, the liability was in the category of \$50,001-100,000.
- In 2008, I received a personal loan with an initial principal of \$15,000 that is serviced monthly. During 2008, this liability was in the category of \$10,001-15,000.
- As a result of these loans, the response to Question V in the Preliminary Information section on page 1 of the statements for calendar years 2007 and 2008 should have been "Yes," not "No."

Please correct these errors. If you have additional questions, please contact Ms. Sophia King, my Chief of Staff, at 202-225-██████.

With Best Regards, I am,

Sincerely,



Gregory W. Meeks  
Member of Congress

COMMITTEES:  
FINANCIAL SERVICES  
SUBCOMMITTEES:  
CHAIRMAN  
INTERNATIONAL MONETARY POLICY AND TRADE  
FINANCIAL INSTITUTIONS AND  
CONSUMER CREDIT  
DOMESTIC MONETARY POLICY  
AND TECHNOLOGY

FOREIGN AFFAIRS

SUBCOMMITTEES:  
WESTERN HEMISPHERE  
ASIA, THE PACIFIC, AND THE  
GLOBAL ENVIRONMENT  
AFRICA AND GLOBAL HEALTH

MC ✓

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JUN 18 2010

# **EXHIBIT 14**

PLEASE RESPOND TO:

WASHINGTON OFFICE:  
2342 RAYBURN HOUSE OFFICE BUILDING  
WASHINGTON, DC 20515-3206  
(202) 225-3461  
FAX: (202) 225-4169  
www.house.gov/meeks

DISTRICT OFFICES:  
153-01 JAMAICA AVENUE  
JAMAICA, NY 11432-3870  
(718) 725-6000  
FAX: (718) 725-9868

1931 MOTT AVENUE, ROOM 305  
FAR ROCKAWAY, NY 11691  
(718) 327-9791  
FAX: (718) 327-4722

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June 18, 2010

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Clerk of the House  
U.S. House of Representatives  
H-154, the Capital  
Washington, D.C. 20515

Dear Ms. Miller:

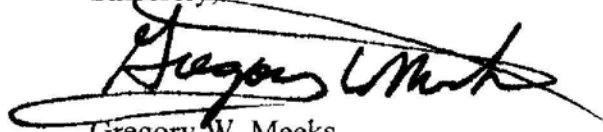
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Please correct these errors. If you have additional questions, please contact Ms. Sophia King, my Chief of Staff, at 202-225-██████.

With Best Regards, I am,

Sincerely,



Gregory W. Meeks  
Member of Congress

COMMITTEES:  
FINANCIAL SERVICES

SUBCOMMITTEES:  
CHAIRMAN  
INTERNATIONAL MONETARY POLICY AND TRADE  
FINANCIAL INSTITUTIONS AND CONSUMER CREDIT  
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FOREIGN AFFAIRS

SUBCOMMITTEES:  
WESTERN HEMISPHERE  
ASIA, THE PACIFIC, AND THE GLOBAL ENVIRONMENT  
AFRICA AND GLOBAL HEALTH

**HAND DELIVERED**

✓  
MC

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U.S. HOUSE OF REPRESENTATIVES