

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

UNITED STATES OF AMERICA)	
)	
vs.)	Criminal No. 21-455
)	
FREDERICK CUSHMORE, JR.,)	
)	
Defendant.)	

HEARING ON - Waiver/Plea

Before Judge Robert J. Colville

Eric Olshan, AUSA
Leila Babaeva, Esquire (via video)
Natalie Kanerva, Esquire (via video)
Appear for U.S.A.

Daniel R. Alonso, Esquire
Appear for Defendant

FBI Special Agent Elizabeth Crispino
FBI Special Agent Amie Stemen

Hearing begun 11/17/21 at 10:05 a.m.
Hearing concluded 11/17/21 at 10:51 a.m.

Hearing adjourned to _____
Stenographer: K. Earley
Clerk: J. Galovich/T. Klein

WITNESSES:

For U.S.A.

For Defendant

Oath administered to defendant; Defendant found competent to plead; Court asks defendant questions from colloquy and defendant indicates understanding; AUSA details elements and charge; Court advises of defendant's right to trial & implications of Waiver of Indictment; Defendant indicates understanding of charges/waiver; Counsel & defendant & Court sign Waiver of Indictment; Court asks about and defendant understands regarding Sentencing Guidelines application; Court advises defendant of potential penalties and pertinent Supreme Court & Circuit Court decisions; Government details elements of offense; Government summarizes evidence against the defendant; Defendant wishes to plead guilty; Court accepts defendant's guilty plea as to Count 1; Counsel and defendant signed the Arraignment Plea Form; Court orders preparation of Presentence Investigation Report; Sentencing set **3/24/22 at 11:00 a.m.**; Defendant placed on \$50,000 Unsecured Bond pending Sentencing.



U.S. Department of Justice

*United States Attorney
Western District of Pennsylvania*

*Joseph F. Weis, Jr. U.S. Courthouse
700 Grant Street
Suite 4000
Pittsburgh, Pennsylvania 15219*

412/644-3500

October 27, 2021

Daniel R. Alonso, Esquire
Buckley LLP
1133 Avenue of the Americas
New York, New York 10036

Re: United States of America v.
Frederick Cushmore Jr.
Criminal No. 21- 455

Dear Mr. Alonso:

This letter sets forth the agreement by which your client, Frederick Cushmore Jr., will enter a plea of guilty in the above-captioned case. The letter represents the full and complete agreement between Frederick Cushmore Jr. and the United States Attorney for the Western District of Pennsylvania and the United States Department of Justice, Criminal Division, Fraud Section (hereinafter, "the United States" or "the government"). The agreement does not apply to or bind any other federal, state, or local prosecuting authority.

Upon entering a plea of guilty, Frederick Cushmore Jr. will be sentenced under the Sentencing Reform Act, 18 U.S.C. § 3551, et seq. and 28 U.S.C. § 991, et seq. The Sentencing Guidelines promulgated by the United States Sentencing Commission will be considered by the Court in imposing sentence. The facts relevant to sentencing shall be determined initially by the United States Probation Office and finally by the United States District Court by a preponderance of the evidence.

- A. The defendant, Frederick Cushmore Jr., agrees to the following:
1. He will waive prosecution by indictment and enter a plea of guilty to Count One of the Information at Criminal No. 21- 455, charging him with conspiracy to commit an offense against the United States, namely, a violation of the Foreign Corrupt Practices Act, 15 U.S.C. § 78dd-2, in

LIMITED OFFICIAL
USE

violation of 18 U.S.C. § 371, pursuant to Rule 11 of the Federal Rules of Criminal Procedure.

2. He will immediately notify the Court and the government of any improvement in his economic circumstances that might increase his ability to pay a fine that occurs from the date of this agreement until the completion of his sentence, including any term of supervised release. If the Court imposes a fine as part of a sentence of incarceration, Frederick Cushmore Jr. agrees to participate in the United States Bureau of Prisons' Inmate Financial Responsibility Program, through which 50% of his prison salary will be applied to pay the fine.
3. At the time Frederick Cushmore Jr. enters his plea of guilty, he will deposit a special assessment of \$100 in the form of cash, check, or money order payable to "Clerk, U.S. District Court." In the event that sentence is not ultimately imposed, the special assessment deposit will be returned.
4. Frederick Cushmore Jr. waives any former jeopardy or double jeopardy claims he may have in or as a result of any related civil or administrative actions.
5. Frederick Cushmore Jr. waives any venue or statute of limitations challenges as to the offense charged in the Information at Criminal No. 21-455.
6. Frederick Cushmore Jr. waives the right to take a direct appeal from his conviction or sentence under 28 U.S.C. § 1291 or 18 U.S.C. § 3742, subject to the following exceptions:
 - (a) If the United States appeals from the sentence, Frederick Cushmore Jr. may take a direct appeal from the sentence.
 - (b) If (1) the sentence exceeds the applicable statutory limits set forth in the United States Code, or (2) the sentence unreasonably exceeds the guideline range determined by the Court under the Sentencing Guidelines, Frederick Cushmore Jr. may take a direct appeal from the sentence.

Defendant further waives the right to file a motion to vacate sentence under 28 U.S.C. § 2255, attacking his conviction or sentence and the right to file any other collateral proceeding attacking his conviction or sentence.

Nothing in the foregoing waivers of rights shall preclude the defendant from raising a claim of ineffective assistance of counsel in an appropriate forum, if otherwise permitted by law. The defendant understands that the

government retains its right to oppose any such claim on procedural or substantive grounds.

B. In consideration of and entirely contingent upon the provisions of Parts A and C of this agreement, the government agrees to the following:

1. The United States retains the right of allocution at the time of sentencing to advise the sentencing Court of the full nature and extent of the involvement of Frederick Cushmore Jr. in the offense charged in the Information and of any other matters relevant to the imposition of a fair and just sentence.
2. The United States agrees to recommend a two-level downward adjustment for acceptance of responsibility and, pursuant to U.S.S.G. § 3E1.1(b), to move for an additional one-level downward adjustment. However, if at any time prior to imposition of the sentence, the defendant fails to fully satisfy the criteria set forth in U.S.S.G. § 3E1.1, or acts in a manner inconsistent with acceptance of responsibility, the United States will not make or, if already made, will withdraw this recommendation and motion.
3. The United States will take any position it deems appropriate in the course of any appeals from the sentence or in response to any post-sentence motions.

C. Frederick Cushmore Jr. and the United States further understand and agree to the following:

1. The penalty that may be imposed upon Frederick Cushmore Jr. as to Count One is:
 - (a) A term of imprisonment of not more than 5 years;
 - (b) A fine of not more than the greater of (i) \$250,000 or (ii) an alternative fine in an amount not more than the greater of twice the gross pecuniary gain to any person or twice the pecuniary loss to any person other than the defendant, unless the imposition of this alternative fine would unduly complicate or prolong the sentencing process;
 - (c) A term of supervised release of not more than 3 years; and
 - (d) A special assessment under 18 U.S.C. § 3013 of \$100.
2. The attached Factual Basis represents the parties' best understanding of the facts on the basis of information available as of the date of this agreement. The Factual Basis is not binding on the Court and does not preclude the

parties from bringing to the attention of the United States Probation Office or the Court any information not within their knowledge at the time this agreement is executed.


3. Frederick Cushmore Jr. agrees that, effective as of the date he signs this agreement, and notwithstanding any other subsequent event, including but not limited to the defendant's failure to plead guilty, or the defendant's withdrawal (or attempted withdrawal) of his guilty plea, the Factual Basis shall be admissible against the defendant in any criminal case brought by the government against the defendant as: (a) substantive evidence offered by the government in its case-in-chief and rebuttal case; (b) impeachment evidence offered by the government on cross-examination; and (c) evidence at any sentencing hearing or other hearing. In addition, Frederick Cushmore Jr. also agrees not to assert any claim under the United States Constitution, any statute, the Federal Rules of Evidence (including Rule 410 of the Federal Rules of Evidence), the Federal Rules of Criminal Procedure (including Rule 11 of the Federal Rules of Criminal Procedure), or the United States Sentencing Guidelines that the Stipulated Factual Basis attached to this agreement should be suppressed or otherwise deemed inadmissible as evidence (in any form).
4. The government agrees that no further criminal charges will be brought against the defendant arising from the criminal conduct detailed in the Information at Criminal No. 21-455 and any other acts known to the government as of the date of this agreement.
5. The parties agree that the applicable base offense level is 12 pursuant to § 2C1.1(a)(2) of the Sentencing Guidelines.
6. The parties further agree that a 2-level increase applies pursuant to § 2C1.1(b)(1) (Multiple Bribes) of the Sentencing Guidelines.
7. The parties further agree that a 4-level increase applies pursuant to § 2C1.1(b)(3) (High-Level Decisionmaker or Sensitive Position) of the Sentencing Guidelines.
8. The parties further agree that the benefit received or to be received for purposes of § 2C1.1(b)(2) and § 2B1.1 of the Sentencing Guidelines, including all relevant conduct, is more than \$3,500,000, corresponding to an 18-level increase. This stipulation represents the parties' best understanding on the basis of the information available as of the date of this agreement. This stipulation is not binding on the Court and does not preclude the parties from bringing to the attention of the United States Probation Office or the Court any information not within their knowledge at the time this agreement is executed.

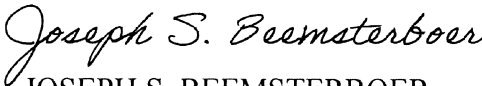
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9. The parties further agree that the defendant has a Criminal History Category of I.
10. The parties further agree to recommend that the Court impose a fine of not less than \$147,941.25. ✓
11. The parties agree that the willful failure to pay any fine imposed by the Court may be treated as a breach of this plea agreement. Frederick Cushmore Jr. acknowledges that the willful failure to pay any fine may subject him to additional criminal and civil penalties under 18 U.S.C. § 3611 et seq.
12. This agreement does not preclude the government from pursuing any civil or administrative remedies against Frederick Cushmore Jr. or his property.
13. Pursuant to the Standing Order of the United States District Court dated May 31, 2017, all plea letters shall include a sealed Supplement. The sealed Supplement to this plea letter is part of the agreement between the parties hereto.

This letter sets forth the full and complete terms and conditions of the agreement between Frederick Cushmore Jr. and the United States Attorney for the Western District of Pennsylvania and the United States Department of Justice, Criminal Division, Fraud Section, and there are no other agreements, promises, terms or conditions, express or implied.

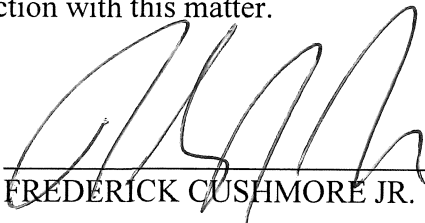
Very truly yours,


STEPHEN R. KAUFMAN
Acting United States Attorney
Western District of Pennsylvania


JOSEPH S. BEEMSTERBOER
Acting Chief, Criminal Division, Fraud Section
U.S. Department of Justice

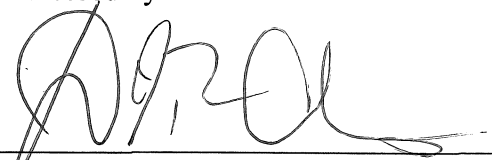
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I have received this letter from my attorney, Daniel R. Alonso, Esquire, and have read it and discussed it with him, and I understand the terms of the Agreement. I hereby accept it and acknowledge that it fully sets forth my agreement with the United States Attorney for the Western District of Pennsylvania and the United States Department of Justice, Criminal Division, Fraud Section. I affirm that there have been no additional promises or representations made to me by any agents or officials of the United States in connection with this matter.


FREDERICK CUSHMORE JR.

NOVEMBER 11, 2021
Date

Witnessed by:


DANIEL R. ALONSO, ESQUIRE
Counsel for Frederick Cushmore Jr.

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA)	
)	Criminal No. 21-455
v.)	
)	
FREDERICK CUSHMORE JR.)	
)	

FACTUAL BASIS

Pursuant to Federal Rule of Criminal Procedure 11, the United States Attorney for the Western District of Pennsylvania and the United States Department of Justice, Criminal Division, Fraud Section, through undersigned counsel, and the defendant, FREDERICK CUSHMORE JR., with the concurrence of his attorney, agree and stipulate to the below factual basis for the defendant's guilty plea—that is, if this case were to proceed to trial, the parties stipulate that the United States could prove the below facts beyond a reasonable doubt:

Introduction

1. Company 1 was headquartered in the Western District of Pennsylvania. Company 1 mined, processed, and sold metallurgical coal to customers in the domestic and international steel industry. Company 1 operated mines in Pennsylvania and Maryland and conducted business in foreign markets, including, at various times, Egypt and Turkey.

2. Al Nasr Company for Coke and Chemicals (“Al Nasr” or “NCCC”) was an Egyptian state-owned and state-controlled entity. Al Nasr was a subsidiary of Metallurgical Industries Holding Company, which was owned and controlled by the Egyptian government.

3. Between in and around 2016 and in and around 2020, Al Nasr contracted with Company 1 to purchase coal. During that time, Company 1 shipped coal to Al Nasr in Egypt on approximately thirteen occasions. In total, Al Nasr paid Company 1 approximately \$143 million

in connection with these coal shipments. Company 1 earned millions of dollars in profits in connection with the sale of coal to Al Nasr.

4. Defendant FREDERICK CUSHMORE JR. ("CUSHMORE") was a U.S. citizen and resident of Ridgefield, Connecticut. Between in and around late 2016 and in and around October 2020, CUSHMORE was employed by Company 1 in various international sales positions, including Vice-President, Head of International Sales.

5. Beginning in and around early 2018, CUSHMORE was the principal point of contact between Company 1 and Al Nasr and was responsible for Company 1's business relationship with Al Nasr. Among other things, CUSHMORE negotiated the terms of Company 1's coal shipments to Al Nasr.

6. Executive A was a U.S. citizen and resident of Tennessee. Between in and around 2016 and in and around March 2018, Company 1 employed Executive A in various international sales positions. In and around late 2016, Executive A established Company 1's formal sales relationship with Al Nasr and served in the role until CUSHMORE succeeded him as Company 1's primary point of contact with Al Nasr in and around early 2018. During the time Executive A managed Company 1's relationship with Al Nasr, Executive A participated in conversations with CUSHMORE and other senior Company 1 executives, including Executive B, regarding Company 1's business in Egypt with Al Nasr.

7. Executive B was a U.S. citizen and resident of Pennsylvania. Executive B was a senior executive at Company 1 and supervised CUSHMORE and Executive A.

8. Agent A was an Egyptian national who controlled and operated Company 2, a business entity based in Egypt. On behalf of Company 1, Executive A contracted with Agent A, through Company 2, to serve as Company 1's sales agent in Egypt. In this role, Agent A and

Company 2 acted as an intermediary between Company 1 and Al Nasr to negotiate and secure Company 1's business with Al Nasr in Egypt. Company 1 paid Agent A commissions on each metric ton of coal that Company 1 sold to Al Nasr. After CUSHMORE assumed responsibility for Company 1's relationship with Al Nasr, CUSHMORE dealt directly with Agent A and Company 2 regarding Company 1's coal sales in Egypt.

9. Foreign Official A was an Egyptian national and a high-level executive at Al Nasr.

The Conspiracy and Its Object

10. Beginning in and around late 2016 and continuing through in and around October 2020, in the Western District of Pennsylvania, and elsewhere, the defendant,

FREDERICK CUSHMORE JR.,

did knowingly and willfully, that is, with the intent to further the object of the conspiracy, combine, conspire, confederate, and agree with Agent A, Executive A, and among other persons, to commit an offense against the United States, that is, being a domestic concern, an employee and agent of a domestic concern, and a stockholder thereof acting on behalf of a domestic concern, to willfully and corruptly make use of the mails and means and instrumentalities of interstate commerce in furtherance of an offer, payment, promise to pay, and authorization of the payment of any money, offer, gift, promise to give, and authorization of the giving of anything of value to a foreign official and to a person, while knowing that all and a portion of such money and thing of value would be and had been offered, given, and promised, directly and indirectly, to a foreign official, for purposes of: (i) influencing an act and decision of such foreign official in his or her official capacity; (ii) inducing such foreign official to do and omit to do an act in violation of the lawful duty of such official; (iii) securing an improper advantage; and (iv) inducing such foreign official to use his or her influence with a foreign government and agencies and instrumentalities thereof to

affect and influence any act and decision of such government and agencies and instrumentalities, in order to assist CUSHMORE, Company 1, and others in obtaining and retaining business for and with, and directing business to, CUSHMORE, Company 1, and its employees, agents and others.

Purpose of the Conspiracy

11. The purpose of the conspiracy was for CUSHMORE and his co-conspirators, acting for and on behalf of Company 1, to obtain and retain lucrative sales contracts with, and other business advantages from, Al Nasr by making corrupt bribe payments to Foreign Official A and other Egyptian government officials, through Agent A and Company 2.

Manner and Means of the Conspiracy

12. It was a manner and means of the conspiracy that CUSHMORE and Executive A, among other co-conspirators, discussed, decided, and agreed that, in order to increase Company 1's international business, Company 1 would offer and pay bribes through Agent A to foreign officials at Al Nasr to secure lucrative coal business in Egypt.

13. It was a further manner and means of the conspiracy that CUSHMORE and Executive A, acting on behalf of Company 1, and with the knowledge of their co-conspirators, contracted to pay Agent A commissions, through Company 2, intending that a portion of such commissions would be used to pay bribes to foreign officials at Al Nasr, including, but not limited to, Foreign Official A.

14. It was a further manner and means of the conspiracy that CUSHMORE, Executive A, and Agent A identified the foreign officials at Al Nasr to bribe to ensure that Company 1 would secure and retain business with Al Nasr.

15. It was a further manner and means of the conspiracy that CUSHMORE, Executive A, and Agent A, among other co-conspirators, would refer to the foreign officials,

including, but not limited to, Foreign Official A, and other individuals in Egypt to whom Agent A offered and paid bribes on behalf of Company 1, as “the team.”

16. It was a further manner and means of the conspiracy that CUSHMORE, Executive A, and Agent A used multiple means of communication—including SMS text messaging, encrypted messaging services, telephone conversations, e-mails, and in-person meetings—to discuss the details of the bribery scheme.

17. It was a further manner and means of the conspiracy that CUSHMORE, Executive A, Agent A, and other co-conspirators understood and intended that a portion of the commissions that Company 1 paid to Agent A, through Company 2, would be passed on as bribes to foreign officials at Al Nasr, including Foreign Official A, in order to influence acts and decisions of such foreign officials in their official capacities, to induce such foreign officials to do and omit to do certain acts, to secure improper business advantages on behalf of Company 1 from Al Nasr, and to induce such foreign officials to use their influence to benefit Company 1’s business, including, but not limited to, by:

- a. helping Company 1 obtain multiple coal contracts with Al Nasr between in and around 2017 and in and around 2020;
- b. helping Company 1 secure a long-term sales contract with Al Nasr for the sale of coal in and around January 2018; and
- c. providing CUSHMORE, Agent A, Executive A, and their co-conspirators with inside, non-public information about Company 1’s competitors’ bids to sell coal to Al Nasr.

18. It was a further manner and means of the conspiracy that CUSHMORE, Executive A, and other co-conspirators caused Company 1 to use means and instrumentalities of interstate commerce to make payments of more than approximately \$4.8 million in commissions

to Agent A, through Company 2, in connection with Company 1's sale of coal to Al Nasr, a portion of which was used to pay bribes to foreign officials at Al Nasr, including Foreign Official A.

19. It was a further manner and means of the conspiracy that CUSHMORE and Agent A referred to various Al Nasr foreign officials, including Foreign Official A, by their initials or other nicknames in order to conceal the officials' true identities and obscure the fact that such foreign officials were receiving bribe payments.

20. It was a further manner and means of the conspiracy that, in order to conceal the bribery scheme, CUSHMORE, Executive A, Agent A, and their co-conspirators emphasized the need to use encrypted messaging services—including WhatsApp—as well as personal, non-corporate email accounts to communicate, and such communications included the use of means and instrumentalities of interstate commerce.

Overt Acts

21. On or about November 14, 2016, Executive A sent an email to CUSHMORE, Executive B, and another Company 1 sales executive, in which Executive A discussed the possibility that Al Nasr would purchase coal from Company 1. In the email, Executive A stated, "When shipping to this destination there typically are a few that the agent has to take care of when cutting a deal."

22. In and around February 2017, Company 1 sent a shipment of coal to Al Nasr in Egypt.

23. On or about April 25, 2017, CUSHMORE instructed Executive A, via encrypted message, that "[w]e should do more on this [i.e., WhatsApp] since it's encrypted."

24. On or about May 7, 2017, Executive A sent CUSHMORE an encrypted WhatsApp message containing details of a bid that one of Company 1's competitors had submitted to Al Nasr

in an effort to obtain a coal contract with Al Nasr. Executive A further stated that Executive A had obtained the bid information from Agent A and intended to share it with Executive B. Executive A did not intend to share the bid information with another Company 1 sales executive, however, because, according to Executive A, Agent A stated that the bid information was “top secret.”

25. On or about May 8, 2017, CUSHMORE and Executive A exchanged encrypted WhatsApp messages about the departure of a high-level official at Al Nasr. Executive A stated, “he’s on his way out, but since they are government it takes a while.” Executive A also informed CUSHMORE that Agent A’s “guy” was “likely going to” replace the departing high-level official.

26. On or about May 26, 2017, Executive A sent CUSHMORE an encrypted WhatsApp message stating, “Here is one of my text[s] to [Agent A]: If these thieves that work at NCCC want their share of the commission they will work with us on pricing.” CUSHMORE replied, “Exactly.”

27. In and around July 2017, Company 1 sent a shipment of coal to Al Nasr in Egypt.

28. In and around September 2017, Company 1 sent a shipment of coal to Al Nasr in Egypt.

29. On or about October 16, 2017, Agent A traveled to Pittsburgh, Pennsylvania, in the Western District of Pennsylvania, to meet with Executive A and Executive B to discuss Agent A and Company 2’s business with Company 1 and Company 1’s business with Al Nasr.

30. On or about October 17, 2017, Agent A executed, on behalf of Company 2, a five-year agency agreement with Company 1 stipulating that Company 2 would receive a targeted commission of \$5 per metric ton of coal that Company 1 sold to Al Nasr.

31. In and around December 2017, Company 1 sent a shipment of coal to Al Nasr in Egypt.

32. In and around March 2018, CUSHMORE traveled to Egypt for meetings with Agent A and foreign officials at Al Nasr.

33. In and around April 2018, Company 1 sent a shipment of coal to Al Nasr in Egypt.

34. On or about April 27, 2018, Agent A sent CUSHMORE an encrypted WhatsApp message stating, "The high committee [at Al Nasr] consists of 9 persons. We have 3 inside only."

35. In and around June 2018, Company 1 sent a shipment of coal to Al Nasr in Egypt.

36. On or about June 12, 2018, Agent A sent CUSHMORE an encrypted WhatsApp message referring to the "secret info" that "the Com[mission] is divided over 4-5 persons."

37. On or about July 11, 2018, Agent A sent CUSHMORE an encrypted WhatsApp message stating that a particular Al Nasr foreign official was "the only one supporting 'for free.'"

38. In and around September 2018, Company 1 sent a shipment of coal to Al Nasr in Egypt.

39. In and around October 2018, CUSHMORE traveled to Egypt for meetings with Agent A and foreign officials at Al Nasr.

40. In and around December 2018, Company 1 sent shipments of coal to Al Nasr in Egypt.

41. In and around February 2019, Company 1 sent shipments of coal to Al Nasr in Egypt.

42. In and around March 2019, CUSHMORE and another Company 1 executive traveled to Egypt for meetings with Agent A and foreign officials at Al Nasr.

43. In and around May 2019, Company 1 sent shipments of coal to Al Nasr in Egypt.

44. In and around July 2019, Company 1 sent shipments of coal to Al Nasr in Egypt.

45. In and around October 2019, CUSHMORE traveled to Egypt for meetings with Agent A and foreign officials at Al Nasr, including Foreign Official A.

46. In and around December 2019, Company 1 sent shipments of coal to Al Nasr in Egypt.

47. In and around May 2020, Company 1 sent shipments of coal to Al Nasr in Egypt.

Respectfully submitted,

STEPHEN R. KAUFMAN
Acting United States Attorney

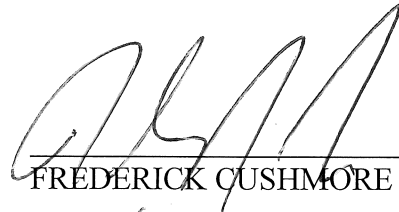
/s/ Eric G. Olshan
ERIC G. OLSHAN
Assistant U.S. Attorney
IL ID No. 6290382

JOSEPH S. BEEMSTERBOER
Acting Chief
Criminal Division, Fraud Section
U.S. Department of Justice

/s/ Leila E. Babaeva
LEILA E. BABAEVA
SARAH E. EDWARDS
Trial Attorneys
Fraud Section


DEFENDANT'S ACKNOWLEDGMENT

I, Frederick Cushmore Jr., have read this Factual Basis and have discussed it with my attorney. I fully understand this Factual Basis. I agree and acknowledge by my signature that this Factual Basis is true and accurate. I do this voluntarily and of my own free will. No threats have been made to me nor am I under the influence of anything that could impede my ability to understand this Factual Basis fully.


FREDERICK CUSHMORE JR.

11/17/21
Date

Witnessed by:


DANIEL R. ALONSO, ESQUIRE
Counsel for Frederick Cushmore Jr.

11/17/2021
Date