

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA

v.

GEORGE PAPADOPOULOS,

Defendant.

Criminal No. 17-cr-182-RDM

GOVERNMENT’S RESPONSE TO DEFENDANT’S MOTION TO CONTINUE BAIL

Defendant George Papadopoulos has moved to continue his bail pending the decision of the United States Court of Appeals for the District of Columbia Circuit in *In Re: Grand Jury Investigation*, No. 18-3052. The motion should be denied. The defendant has no pending appeal, his motion is made for purposes of delay, and he has not presented a substantial legal question that is likely to result in reversal.

BACKGROUND

1. On October 5, 2017, defendant Papadopoulos pleaded guilty before this Court to making false statements to the Federal Bureau of Investigation (FBI) in violation of 18 U.S.C. § 1001. As detailed in the Statement of the Offense, the defendant lied to the FBI regarding his interactions with a foreign professor whom he understood to have significant ties to the Russian government, as well as a female Russian national. The defendant claimed his interactions with these individuals were inconsequential and predated his time on the Trump Campaign. In truth and fact, the defendant knew that the professor took an interest in him only after the professor learned the defendant was affiliated with the Trump Campaign, and in late April 2016 after returning from a trip to Moscow, the professor told the defendant that Russia possessed “dirt” on Clinton in the form of “thousands of emails” while the defendant was affiliated with the Campaign.

As part of his plea agreement, the defendant explicitly agreed to waive any motion brought pursuant to 28 U.S.C. § 2255 and Fed. R. Civ. P. 60(b), except to the extent such a motion was based on newly discovered evidence or ineffective assistance of counsel. *See* Exh. A, at 7.

2. The defendant's sentencing was scheduled for September 7, 2016. In advance of the defendant's sentencing, there were numerous public reports that the defendant was considering trying to withdraw his guilty plea.¹ Ten days prior to his sentencing, the defendant publicly tweeted, "Been a hell of a year. Decisions."

3. On September 7, 2018, this Court held a sentencing proceeding where the defendant stated that he had "lied to the FBI" and, "[t]hat was wrong, it was a crime." (Tr. 33, 34). He said that his parents raised him "with the principles of honesty and respect for the law," and when he lied to the FBI, he "cast aside those principles and compromised the person who [he is]." (Tr. 33). The defendant further stated that, "standing here in front of the Court and you, your Honor, and the public today signals to all future and current witnesses in this investigation that this investigation has global implications and that the truth matters." (Tr. 35). The defendant closed by telling the Court that he had been "grateful for the opportunity [he] was given to assist in this investigation" and he had "nothing but respect for the Court and the legal process." *Id.* The Court sentenced the defendant to fourteen days incarceration followed by twelve months of supervised release and a fine of \$9,500.

4. Following the defendant's sentencing, he made a variety of public statements that appear to be inconsistent with his stated acceptance of responsibility at sentencing. For example, on October 25, 2018, the defendant publicly tweeted that his prosecution constituted "the biggest

¹ *See, e.g.* Matthew Mosk, *Papadopoulos Could Decide to Withdraw Guilty Plea This Week, Wife Says*, ABC News, August 20, 2018, available at <https://abcnews.go.com/Politics/papadopoulos-decide-withdraw-guilty-plea-week-wife>.

case of entrapment!”² Appearing on a national television show the next day, the defendant stated that he was “considering withdrawing his agreement” because he should not “have to serve even one day in jail for something that now it seems was completely orchestrated and I was framed[.]” Several days later, the defendant publicly tweeted: “I have been sentenced to prison in our country while having exculpatory evidence hidden from me. If I knew what I knew today, I would have never plead guilty.”³ On November 9, 2018, the defendant tweeted, “Biggest regret? Pleading guilty[.]”⁴

ARGUMENT

THE CIRCUMSTANCES DO NOT JUSTIFY DELAYING THE DEFENDANT’S REPORTING DATE

A. There is No Appeal Pending in This Case

The defendant first argues that he should be “release[d] pending appeal.” Mtn at 1; *See also* 18 U.S.C. 3143(b) (“Release or detention pending appeal by the defendant”). However, there is no pending appeal in this case. The defendant’s time to file any appeal expired on September 25, 2018, fourteen days after the entry of judgment. *See* Dkt. 50. Moreover, the defendant expressly waived his rights to appeal a sentence within the statutory range, which he received. *See* Exh. A, at 6.

B. The Defendant Does Not Meet the Standards of 18 U.S.C. § 3143(b)

Even if an appeal were allowed in the face of the defendant’s express waiver and the expiration of time to file, the defendant has failed to show that he meets the necessary criteria pursuant to 18 U.S.C. § 3143(b). First, the defendant’s public statements following his sentencing

² This tweet has since been removed from the defendant’s public Twitter account.

³ This tweet has since been removed from the defendant’s public Twitter account.

⁴ This tweet has since been removed from the defendant’s public Twitter account.

indicate that this motion is being made for the “purposes of delay,” 18 U.S.C. §3143(b)(1)(B). As described above, the defendant has recently and publicly claimed that he should not serve “even one day in jail” for his guilty plea. Moreover, the defendant’s newly raised argument has long been available to him. The first Court opinion addressing the validity of the Special Counsel’s appointment was publicly released on August 2, 2018, *see In re Grand Jury Investigation*, 315 F. Supp. 3d 602 (D.D.C. 2018) (Howell, C.J.), well in advance of his sentencing, and the litigation the defendant cites as his ostensible reason for delay has long been the subject of much public commentary. *Cf.* Def. Mtn at 9 (claiming that the litigation constitutes “newly discovered evidence.”).

Second, the defendant has failed to show that he raises a “substantial question . . . likely to result in . . . reversal” with regard to his challenge to the authority of the Special Counsel. Two judges of this Court have rejected the same argument, concluding that the appointment of the Special Counsel is valid. *See In Re Grand Jury Investigation, supra; United States v. Concord Mgmt. & Consulting LLC*, 317 F. Supp 3d 598 (D.D.C. 2018) (Friedrich, J.); *see also United States v. Manafort* 2018 WL 3126380 (E.D. Va. June 26, 2018), at *3 n.5 (noting that, although not briefed, an Appointments Clause “objection would likely fail”). Once the defendant pleaded guilty “[t]he law has shifted from a presumption of release to a presumption of valid conviction,” *United States v. Perholtz*, 836 F.2d 554, 556 (D.C. Cir. 1988) (citation omitted), and the defendant therefore bears the burden of rebutting this presumption and “demonstrat[ing] that he has a substantial question to present [upon appeal] before he may be admitted to bail,” *United States v. Shoffner*, 791 F.2d 586, 589 (7th Cir. 1986). An issue is “substantial” within the meaning § 3143(b) only if it “is a close question or one that very well could have been decided the other way.” *Perholtz*, 836 F.2d at 555 (internal quotation marks and footnote omitted) (adopting the “more

demanding” standard applied in the courts of appeals); *see United States v. Libby*, 498 F. Supp. 2d 1, 3 (D.D.C. 2007) (concluding that “the Appointments Clause issue raised by the defendant” – a claim that Special Counsel Patrick Fitzgerald was a principal officer – “does not present ‘a substantial question of law or fact likely to result in . . . reversal’”). The defendant has not established that the issue he would raise is “close” or “very well could have been decided the other way.” Nor has he established that he would be able to surmount the procedural hurdles of his guilty plea, his plea-agreement waivers, and his failure to raise the issues in a timely manner, as would be needed to show that the issue is likely to result in reversal.

The defendant argues, in the alternative, that he has made out “a clear case of hardship or inequity in being required to go forward,” *Landis v. N. Am. Co.*, 299 U.S. 248, 254 (1936). Def. Mtn at 2. But beginning to serve a sentence within his contemplated plea range while a legal issue is pending on appeal in an unrelated case does not qualify as hardship or inequity. The defendant cites no case so holding. And the statutory authority he cites explicitly refers to release pending “appeal.” Here, as part of a favorable plea agreement, the defendant waived his appeal and did not file a timely notice. The defendant received what he bargained for, and holding him to it is not a hardship.

CONCLUSION

For the foregoing reasons, the government respectfully requests that the Court deny the defendant’s motion.

Respectfully submitted,

ROBERT S. MUELLER, III
Special Counsel

Dated: November 21, 2018

By: /s/
Jeannie S. Rhee
Andrew D. Goldstein
Aaron S.J. Zelinsky
The Special Counsel's Office

EXHIBIT A



U.S. Department of Justice
The Special Counsel's Office

Washington, D.C. 20530

October 5, 2017

FILED

OCT - 5 2017

Clerk, U.S. District and
Bankruptcy Courts

Thomas M. Breen, Esq.
Robert W. Stanley, Esq.
Breen & Pugh
Monadnock Building
53 West Jackson Boulevard Suite 1215
Chicago, Illinois 60604

Re: United States v. George Papadopoulos
Criminal Case No. ~~17-MJ-539~~

17 Cr. 182 (RDM) SEALED

Dear Mr. Breen:

This letter sets forth the full and complete plea offer to your client, George Papadopoulos (hereinafter referred to as "your client" or "defendant"), from the Special Counsel's Office (hereinafter also referred to as "the Government" or "this Office"). This plea offer expires on October 5, 2017 at 2:00 p.m. If your client accepts the terms and conditions of this offer, please have your client execute this document in the space provided below. Upon receipt of the executed document, this letter will become the Plea Agreement (hereinafter referred to as "this Agreement"). The terms of the offer are as follows:

1. Charges and Statutory Penalties

Your client agrees to plead guilty to the Criminal Information, a copy of which is attached, charging your client with making false statements to the Federal Bureau of Investigation in violation of 18 U.S.C. § 1001.

Your client understands that a violation of 18 U.S.C. § 1001 carries a maximum sentence of 5 years' imprisonment; a fine of \$250,000, pursuant to 18 U.S.C. § 3571(b)(3); a term of supervised release of not more than 3 years, pursuant to 18 U.S.C. § 3583(b)(2); and an obligation to pay any applicable interest or penalties on fines and restitution not timely made.

In addition, your client agrees to pay a special assessment of \$100 per felony conviction to the Clerk of the United States District Court for the District of Columbia. Your client also understands that, pursuant to 18 U.S.C. § 3572 and § 5E1.2 of the United States Sentencing Commission, *Guidelines Manual* (2016) (hereinafter "Sentencing Guidelines," "Guidelines," or "U.S.S.G."), the Court may also impose a fine that is sufficient to pay the federal government the costs of any imprisonment, term of supervised release, and period of probation.

2. Factual Stipulations

Your client agrees that the attached "Statement of the Offense" fairly and accurately describes your client's actions and involvement in the offense to which your client is pleading guilty. Please have your client sign and return the Statement of the Offense as a written proffer of evidence, along with this Agreement.

3. Additional Charges

In consideration of your client's guilty plea to the above offense, your client will not be further prosecuted criminally by this Office for the conduct set forth in the attached Statement of the Offense.

4. Sentencing Guidelines Analysis

Your client understands that the sentence in this case will be determined by the Court, pursuant to the factors set forth in 18 U.S.C. § 3553(a), including a consideration of the applicable guidelines and policies set forth in the Sentencing Guidelines. Pursuant to Federal Rule of Criminal Procedure 11(c)(1)(B), and to assist the Court in determining the appropriate sentence, the parties agree to the following:

A. Estimated Offense Level Under the Guidelines

The parties agree that the following Sentencing Guidelines sections apply:

U.S.S.G. §2B1.1(a)(2)	Base Offense Level:	6
	Total:	6

B. Acceptance of Responsibility

The Government agrees that a 2-level reduction will be appropriate, pursuant to U.S.S.G. § 3E1.1, provided that your client clearly demonstrates acceptance of responsibility, to the satisfaction of the Government, through your client's allocution, adherence to every provision of this Agreement, and conduct between entry of the plea and imposition of sentence.

Nothing in this Agreement limits the right of the Government to seek denial of the adjustment for acceptance of responsibility, pursuant to U.S.S.G. § 3E1.1, and/or imposition of an adjustment for obstruction of justice, pursuant to U.S.S.G. § 3C1.1, regardless of any agreement set forth above, should your client move to withdraw your client's guilty plea after it is entered, or should it be determined by the Government that your client has either (a) engaged in conduct, unknown to the Government at the time of the signing of this Agreement, that constitutes obstruction of justice, or (b) engaged in additional criminal conduct after signing this Agreement.

In accordance with the above, the applicable Guidelines Offense Level will be at least 4.

C. Estimated Criminal History Category

Based upon the information now available to this Office, your client has no criminal convictions.

Accordingly, your client is estimated to have zero criminal history points and your client's Criminal History Category is estimated to be I. Your client acknowledges that if additional convictions are discovered during the pre-sentence investigation by the United States Probation Office, your client's criminal history points may increase.

D. Estimated Applicable Guidelines Range

Based upon the agreed total offense level and the estimated criminal history category set forth above, your client's estimated Sentencing Guidelines range is zero months to six months' imprisonment (the "Estimated Guidelines Range"). In addition, the parties agree that, pursuant to U.S.S.G. § 5E1.2, should the Court impose a fine, at Guidelines level 4, the estimated applicable fine range is \$500 to \$9,500. Your client reserves the right to ask the Court not to impose any applicable fine.

The parties agree that, solely for the purposes of calculating the applicable range under the Sentencing Guidelines, neither a downward nor upward departure from the Estimated Guidelines Range set forth above is warranted. Accordingly, neither party will seek any departure or adjustment to the Estimated Guidelines Range, nor will either party suggest that the Court consider such a departure or adjustment, except as provided above. Moreover, your client understands and acknowledges that the Estimated Guidelines Range agreed to by the parties is not binding on the Probation Office or the Court. Should the Court determine that a different guidelines range is applicable, your client will not be permitted to withdraw your client's guilty plea on that basis, and the Government and your client will still be bound by this Agreement.

Your client understands and acknowledges that the terms of this section apply only to conduct that occurred before the execution of this Agreement. Should your client commit any conduct after the execution of this Agreement that would form the basis for an increase in your client's base offense level or justify an upward departure (examples of which include, but are not limited to, obstruction of justice, failure to appear for a court proceeding, criminal conduct while pending sentencing, and false statements to law enforcement agents, the probation officer, or the Court), the Government is free under this Agreement to seek an increase in the base offense level based on that post-agreement conduct.

5. Agreement as to Sentencing Allocation

The parties further agree that a sentence within the Estimated Guidelines Range would constitute a reasonable sentence in light of all of the factors set forth in 18 U.S.C. § 3553(a), should such a sentence be subject to appellate review notwithstanding the appeal waiver provided below. Nevertheless, your client reserves the right to seek a sentence below the Estimated Guidelines Range based upon factors to be considered in imposing a sentence

pursuant to 18 U.S.C. § 3553(a), and the Government reserves the right to seek a sentence above the Estimated Guidelines Range based on § 3553(a) factors.

6. Reservation of Allocation

The Government and your client reserve the right to describe fully, both orally and in writing, to the sentencing judge, the nature and seriousness of your client's misconduct, including any misconduct not described in the charges to which your client is pleading guilty.

The Government agrees to bring to the Court's attention at sentencing the defendant's efforts to cooperate with the Government, on the condition that your client continues to respond and provide information regarding any and all matters as to which the Government deems relevant. Your client also agrees that the sentencing in this case may be delayed until your client's efforts to cooperate have been completed, as determined by the Government, so that the Court will have the benefit of all relevant information before a sentence is imposed.

The parties also reserve the right to inform the presentence report writer and the Court of any relevant facts, to dispute any factual inaccuracies in the presentence report, and to contest any matters not provided for in this Agreement. In the event that the Court considers any Sentencing Guidelines adjustments, departures, or calculations different from any agreements contained in this Agreement, or contemplates a sentence outside the Guidelines range based upon the general sentencing factors listed in 18 U.S.C. § 3553(a), the parties reserve the right to answer any related inquiries from the Court. In addition, if in this Agreement the parties have agreed to recommend or refrain from recommending to the Court a particular resolution of any sentencing issue, the parties reserve the right to full allocution in any post-sentence litigation. The parties retain the full right of allocution in connection with any post-sentence motion which may be filed in this matter and/or any proceeding(s) before the Bureau of Prisons. In addition, your client acknowledges that the Government is not obligated and does not intend to file any post-sentence downward departure motion in this case pursuant to Rule 35(b) of the Federal Rules of Criminal Procedure.

7. Court Not Bound by this Agreement or the Sentencing Guidelines

Your client understands that the sentence in this case will be imposed in accordance with 18 U.S.C. § 3553(a), upon consideration of the Sentencing Guidelines. Your client further understands that the sentence to be imposed is a matter solely within the discretion of the Court. Your client acknowledges that the Court is not obligated to follow any recommendation of the Government at the time of sentencing. Your client understands that neither the Government's recommendation nor the Sentencing Guidelines are binding on the Court.

Your client acknowledges that your client's entry of a guilty plea to the charged offense authorizes the Court to impose any sentence, up to and including the statutory maximum sentence, which may be greater than the applicable Guidelines range. The Government cannot, and does not, make any promise or representation as to what sentence your client will receive. Moreover, it is understood that your client will have no right to withdraw your client's plea of guilty should the Court impose a sentence that is outside the Guidelines range or if the Court

does not follow the Government's sentencing recommendation. The Government and your client will be bound by this Agreement, regardless of the sentence imposed by the Court. Any effort by your client to withdraw the guilty plea because of the length of the sentence shall constitute a breach of this Agreement.

8. Conditions of Release

Your client acknowledges that, although the Government will not seek a change in your client's release conditions pending sentencing, the final decision regarding your client's bond status or detention will be made by the Court at the time of your client's plea of guilty. The Government may move to change your client's conditions of release, including requesting that your client be detained pending sentencing, if your client engages in further criminal conduct prior to sentencing or if the Government obtains information that it did not possess at the time of your client's plea of guilty and that is relevant to whether your client is likely to flee or pose a danger to any person or the community. Your client also agrees that any violation of your client's release conditions or any misconduct by your client may result in the Government filing an ex parte motion with the Court requesting that a bench warrant be issued for your client's arrest and that your client be detained without bond while pending sentencing in your client's case.

9. Waivers

A. Venue

Your client waives any challenge to venue in the District of Columbia.

B. Statute of Limitations

Your client agrees that, should the conviction following your client's plea of guilty pursuant to this Agreement be vacated for any reason, any prosecution, based on the conduct set forth in the attached Statement of the Offense, that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement (including any counts that the Government has agreed not to prosecute or to dismiss at sentencing pursuant to this Agreement) may be commenced or reinstated against your client, notwithstanding the expiration of the statute of limitations between the signing of this Agreement and the commencement or reinstatement of such prosecution. It is the intent of this Agreement to waive all defenses based on the statute of limitations with respect to any prosecution of conduct set forth in the attached Statement of the Offense that is not time-barred on the date that this Agreement is signed.

C. Trial Rights

Your client understands that by pleading guilty in this case your client agrees to waive certain rights afforded by the Constitution of the United States and/or by statute or rule. Your client agrees to forego the right to any further discovery or disclosures of information not already provided at the time of the entry of your client's guilty plea. Your client also agrees to waive, among other rights, the right to be indicted by a Grand Jury, the right to plead not guilty, and the

right to a jury trial. If there were a jury trial, your client would have the right to be represented by counsel, to confront and cross-examine witnesses against your client, to challenge the admissibility of evidence offered against your client, to compel witnesses to appear for the purpose of testifying and presenting other evidence on your client's behalf, and to choose whether to testify. If there were a jury trial and your client chose not to testify at that trial, your client would have the right to have the jury instructed that your client's failure to testify could not be held against your client. Your client would further have the right to have the jury instructed that your client is presumed innocent until proven guilty, and that the burden would be on the United States to prove your client's guilt beyond a reasonable doubt. If your client were found guilty after a trial, your client would have the right to appeal your client's conviction. Your client understands that the Fifth Amendment to the Constitution of the United States protects your client from the use of self-incriminating statements in a criminal prosecution. By entering a plea of guilty, your client knowingly and voluntarily waives or gives up your client's right against self-incrimination.

Your client acknowledges discussing with you Rule 11(f) of the Federal Rules of Criminal Procedure and Rule 410 of the Federal Rules of Evidence, which ordinarily limit the admissibility of statements made by a defendant in the course of plea discussions or plea proceedings if a guilty plea is later withdrawn. Your client knowingly and voluntarily waives the rights that arise under these rules in the event your client withdraws your client's guilty plea or withdraws from this Agreement after signing it.

Your client also agrees to waive all constitutional and statutory rights to a speedy sentence and agrees that the plea of guilty pursuant to this Agreement will be entered at a time decided upon by the parties with the concurrence of the Court. Your client understands that the date for sentencing will be set by the Court.

D. Appeal Rights

Your client understands that federal law, specifically 18 U.S.C. § 3742, affords defendants the right to appeal their sentences in certain circumstances. Your client agrees to waive the right to appeal the sentence in this case, including but not limited to any term of imprisonment, fine, forfeiture, award of restitution, term or condition of supervised release, authority of the Court to set conditions of release, and the manner in which the sentence was determined, except to the extent the Court sentences your client above the statutory maximum or guidelines range determined by the Court or your client claims that your client received ineffective assistance of counsel, in which case your client would have the right to appeal the illegal sentence or above-guidelines sentence or raise on appeal a claim of ineffective assistance of counsel, but not to raise on appeal other issues regarding the sentencing. In agreeing to this waiver, your client is aware that your client's sentence has yet to be determined by the Court. Realizing the uncertainty in estimating what sentence the Court ultimately will impose, your client knowingly and willingly waives your client's right to appeal the sentence, to the extent noted above, in exchange for the concessions made by the Government in this Agreement.

E. Collateral Attack

Your client also waives any right to challenge the conviction entered or sentence imposed under this Agreement or otherwise attempt to modify or change the sentence or the manner in which it was determined in any collateral attack, including, but not limited to, a motion brought under 28 U.S.C. § 2255 or Federal Rule of Civil Procedure 60(b), except to the extent such a motion is based on newly discovered evidence or on a claim that your client received ineffective assistance of counsel. Your client reserves the right to file a motion brought under 18 U.S.C. § 3582(c)(2), but agrees to waive the right to appeal the denial of such a motion.

F. Privacy Act and FOIA Rights

Your client also agrees to waive all rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case, including and without limitation any records that may be sought under the Freedom of Information Act, 5 U.S.C. § 552, or the Privacy Act, 5 U.S.C. § 552a, *for the duration of the Special Counsel's investigation.*

ADG
RCS
GF

11. Restitution

Your client understands that the Court has an obligation to determine whether, and in what amount, mandatory restitution applies in this case under 18 U.S.C. § 3663A. The Government and your client agree that mandatory restitution does not apply in this case.

12. Breach of Agreement

Your client understands and agrees that, if after entering this Agreement, your client fails specifically to perform or to fulfill completely each and every one of your client's obligations under this Agreement, or engages in any criminal activity prior to sentencing, your client will have breached this Agreement. In the event of such a breach: (a) the Government will be free from its obligations under this Agreement; (b) your client will not have the right to withdraw the guilty plea; (c) your client will be fully subject to criminal prosecution for any other crimes, including perjury and obstruction of justice; and (d) the Government will be free to use against your client, directly and indirectly, in any criminal or civil proceeding, all statements made by your client and any of the information or materials provided by your client, including such statements, information and materials provided pursuant to this Agreement or during the course of any debriefings conducted in anticipation of, or after entry of, this Agreement, whether or not the debriefings were previously characterized as "off-the-record" debriefings, and including your client's statements made during proceedings before the Court pursuant to Rule 11 of the Federal Rules of Criminal Procedure.

Your client understands and agrees that the Government shall be required to prove a breach of this Agreement only by a preponderance of the evidence, except where such breach is based on a violation of federal, state, or local criminal law, which the Government need prove only by probable cause in order to establish a breach of this Agreement.

Nothing in this Agreement shall be construed to permit your client to commit perjury, to make false statements or declarations, to obstruct justice, or to protect your client from prosecution for any crimes not included within this Agreement or committed by your client after the execution of this Agreement. Your client understands and agrees that the Government reserves the right to prosecute your client for any such offenses. Your client further understands that any perjury, false statements or declarations, or obstruction of justice relating to your client's obligations under this Agreement shall constitute a breach of this Agreement. In the event of such a breach, your client will not be allowed to withdraw your client's guilty plea.

13. Complete Agreement

No agreements, promises, understandings, or representations have been made by the parties or their counsel other than those contained in writing herein, nor will any such agreements, promises, understandings, or representations be made unless committed to writing and signed by your client, defense counsel, and the Special Counsel's Office.

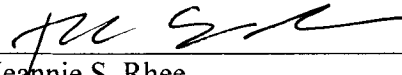
Your client further understands that this Agreement is binding only upon the Special Counsel's Office. This Agreement does not bind any other United States Attorney's Office, nor does it bind any other state, local, or federal prosecutor. It also does not bar or compromise any civil, tax, or administrative claim pending or that may be made against your client.

If the foregoing terms and conditions are satisfactory, your client may so indicate by signing this Agreement and the Statement of the Offense, and returning both to me no later than October 5, 2017 at 2:00 p.m.

Sincerely yours,

_____/s/
Robert S. Mueller III
Special Counsel

By:

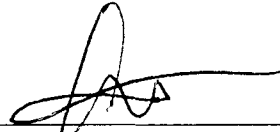


Jeannie S. Rhee
Andrew D. Goldstein
Aaron S.J. Zelinsky
The Special Counsel's Office

DEFENDANT'S ACCEPTANCE

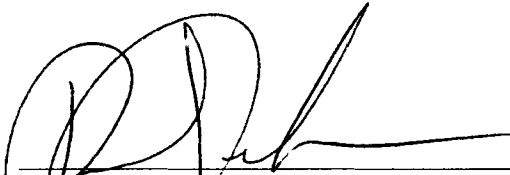
I have read every page of this Agreement and have discussed it with my attorneys, Thomas M. Breen and Robert W. Stanley. I fully understand this Agreement and agree to it without reservation. I do this voluntarily and of my own free will, intending to be legally bound. No threats have been made to me nor am I under the influence of anything that could impede my ability to understand this Agreement fully. I am pleading guilty because I am in fact guilty of the offense identified in this Agreement.

I reaffirm that absolutely no promises, agreements, understandings, or conditions have been made or entered into in connection with my decision to plead guilty except those set forth in this Agreement. I am satisfied with the legal services provided by my attorney in connection with this Agreement and matters related to it.

Date: 10/5/17 _____

George Papadopoulos
Defendant

ATTORNEY'S ACKNOWLEDGMENT

I have read every page of this Agreement, reviewed this Agreement with my client, George Papadopoulos, and fully discussed the provisions of this Agreement with my client. These pages accurately and completely set forth the entire Agreement. I concur in my client's desire to plead guilty as set forth in this Agreement.

Date: 10/5/17 _____

Thomas M. Breen
Robert W. Stanley
Attorneys for Defendant