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**NATIONAL SECURITY AGENCY/CENTRAL SECURITY
SERVICE**



INSPECTOR GENERAL

REPORT OF INVESTIGATION

15 May 2015

IV-14-0043

Alleged Misuse of Government Resources

(U) This report might not be releasable under the Freedom of Information Act or other statutes and regulations. Consult the NSA/CSS Inspector General Chief of Staff before releasing or posting all or part of this report.

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Approved for Release by NSA on 09-30-2019, FOIA Case # 85643 (litigation)

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(U) OFFICE OF THE INSPECTOR GENERAL

(U) Chartered by the NSA Director and by statute, the Office of the Inspector General conducts audits, investigations, inspections, and special studies. Its mission is to ensure the integrity, efficiency, and effectiveness of NSA operations, provide intelligence oversight, protect against fraud, waste, and mismanagement of resources by the Agency and its affiliates, and ensure that NSA activities comply with the law. The OIG also serves as an ombudsman, assisting NSA/CSS employees, civilian and military.

(U) AUDITS

(U) The audit function provides independent assessments of programs and organizations. Performance audits evaluate the effectiveness and efficiency of entities and programs and their internal controls. Financial audits determine the accuracy of the Agency's financial statements. All audits are conducted in accordance with standards established by the Comptroller General of the United States.

(U) INVESTIGATIONS

(U) The OIG administers a system for receiving complaints (including anonymous tips) about fraud, waste, and mismanagement. Investigations may be undertaken in response to those complaints, at the request of management, as the result of irregularities that surface during inspections and audits, or at the initiative of the Inspector General.

(U) INTELLIGENCE OVERSIGHT

(U) Intelligence oversight is designed to insure that Agency intelligence functions comply with federal law, executive orders, and DoD and NSA policies. The IO mission is grounded in Executive Order 12333, which establishes broad principles under which IC components must accomplish their missions.

(U) FIELD INSPECTIONS

(U) Inspections are organizational reviews that assess the effectiveness and efficiency of Agency components. The Field Inspections Division also partners with Inspectors General of the Service Cryptologic Elements and other IC entities to jointly inspect consolidated cryptologic facilities.

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(b) (6)**I. (U) SUMMARY**

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(U//~~FOUO~~) On 15 November 2013, the NSA/CSS Office of the Inspector General (OIG) received an allegation that [redacted] NSA Georgia (NSAG), [redacted] conducted personal business for his property management company while at work at NSAG. The complainant alleged [redacted] used NSA/CSS Information Systems (ISs), specifically computers and telephones, to manage his business.

(U//~~FOUO~~) In addition to obtaining sworn testimony from [redacted] the OIG conducted interviews of [redacted] former client of [redacted] property management business; [redacted] a local real estate agent; and a representative from the Georgia Real Estate Commission (GREC). The OIG also obtained relevant records from the NSA/CSS Information Systems Incident Response Team (NISIRT) regarding [redacted] use of NSA/CSS ISs.

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(U//~~FOUO~~) The preponderance of the evidence supports the conclusion that [redacted] misused his unclassified NSA/CSS ISs to perform activities related to his private business, in violation of 5 CFR §§ 2635.101(b)(9) and 2635.704 (a); DoD Joint Ethics Regulation (JER) 5500.7-R, § 2-301; NSA/CSS Policy 6-6; and NSA/CSS Personnel Management Manual (PMM), Chapter 366, § 1-3.

(U//~~FOUO~~) A copy of this report of investigation will be provided to Employee Relations (MR). A summary memorandum will be provided to the Associate Directorate for Security and Counterintelligence, Special Actions (Q242), and [redacted] supervisor.

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II. (U) BACKGROUND

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(U) Introduction

(U//~~FOUO~~) [redacted] has been a NSAG [redacted] assigned to [redacted] since April 2012. In January 2014, the NISIRT conducted an analysis of [redacted] use of the NSA/CSS unclassified computer system and found several instances of personal business activity. A two-week review of his NSA/CSS classified computer activity did not produce any evidence of personal business activity.

(U) Applicable Authorities

(U) Below is a listing of citations. Refer to Appendix A for a full Table of Authorities.

- 5 CFR § 2635.101
Basic Obligation of Public Service
- 5 CFR § 2635.704
Use of Government Property
- DoD JER 5500.7-R
Use of Federal Government Resources
- NSA/CSS Policy 6-6 (dated 30 September 2004, revised 15 October 2013)
Use of Unclassified Information Systems Such as the Internet¹
- NSA/CSS PMM, Chapter 366
General Principals for On-the-job Conduct

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¹ (U//~~FOUO~~) NSA/CSS Policy 6-6, "Use of Unclassified Information Systems and Internet-Based Capabilities," dated 1 August 2014, superseded NSA/CSS Policy 6-6, dated 30 September 2004, revised 15 October 2013. The OIG examined [redacted] conduct against the latter because it was the one in effect at the time of [redacted] activities.

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III. (U) FINDINGS

(U//~~FOUO~~) **ALLEGATION:** Did [redacted] misuse NSA/CSS ISs by conducting unauthorized activities related to his private business?

(U//~~FOUO~~) **CONCLUSION:** *Substantiated.* The preponderance of the evidence supports the conclusion that [redacted] misused his unclassified NSA/CSS IS by using it to perform activities related to his private business, in violation of 5 CFR §§ 2635.101(b)(9) and 2635.704 (a); DoD JER 5500.7-R, § 2-301; NSA/CSS Policy 6-6; and NSA/CSS PMM, Chapter 366, § 1-3.

(U) Documentary Evidence

(U//~~FOUO~~) Appendixes B through D were obtained by the NISIRT during analysis of [redacted] use of the NSA/CSS unclassified IS.

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(U//~~FOUO~~) E-mail correspondence between [redacted] and [redacted]

(U//~~FOUO~~) In this correspondence (Appendix B), dated 31 May 2012, [redacted] sent [redacted] an e-mail at 0716 hours from his [redacted] e-mail address with an attachment title, "House Lease-1.docx". The attachment is a residential rental agreement identifying [redacted] as [redacted].

(U) Registration of [redacted] personally owned business, [redacted]

(U) [redacted] registered his personally owned business, [redacted] with the State of Georgia, while at work at NSA/G on [redacted]. The registration and payment information is located in Appendix C.

(U) "Rental Property Inventory and Condition Form" [redacted]

(U//~~FOUO~~) This document (Appendix D), saved in one of [redacted] personal (.pst) folders, includes a rental property inspection checklist and a rental property inventory and condition form.

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(U//~~FOUO~~) Outside Employment Approval Memo

(U//~~FOUO~~) On 12 June 2014, after [redacted] was interviewed by the OIG, he submitted an Outside Employment Approval Memo to the Office of General Counsel (OGC), Administrative Law and Ethics Office (D23). The memo and response from [redacted] D23 Attorney, is located in Appendix E.

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(U) Testimonial Evidence

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(U//~~FOUO~~) On 6 May 2014, [redacted] a former contractor employee at NSAG, currently employed at [redacted] was interviewed telephonically and provided the following sworn testimony.

(U//~~FOUO~~) [redacted] met [redacted] while working as a contractor employee at NSAG in 2010. When she met [redacted] he was serving in the U.S. military, assigned to NSAG. While at NSAG, [redacted] reported to [redacted] and had regular work-related contact. [redacted] often talked with [redacted] about his property management business. [redacted] told [redacted] he had been a property manager for years. He told [redacted] if she ever decided to rent her home it would be easy to find renters. [redacted] conversations with [redacted] about property management gave her the impression [redacted] was licensed to operate a property management business.

(U//~~FOUO~~) In early 2013, [redacted] was offered a job in Herndon, Virginia. She contacted [redacted] about renting her home in Augusta, GA. [redacted] met with [redacted] to discuss the property management process. After the discussion, [redacted] agreed to manage [redacted] [redacted] said [redacted] never provided her with a written contract or paperwork detailing the management agreement. Although they had no written contract, [redacted] went to [redacted] home, took photographs, and listed the house for rent. [redacted] could not recall the website her home was listed.

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(U//~~FOUO~~) In April 2013, [redacted] moved to Virginia to start her new job. Prior to her move, she and [redacted] conducted a walk-through of her home to inspect it for damage before renting. [redacted] signed a walk-through inspection document at that time. After her move to Virginia, [redacted] corresponded with [redacted] via e-mail and phone. During those correspondences she asked [redacted] several times for a copy of their contract and a copy of the signed walk-through inspection document. [redacted] never sent [redacted] paperwork pertaining to their agreement. In May 2013, [redacted] contacted [redacted] to inform her he had found renters for her property. [redacted] said when the renters moved into the home, [redacted] still had not provided her a contract. [redacted] did not know the renter's names or the circumstances of the move-in. [redacted] said [redacted] sent her \$700 as a security deposit, which she questioned him about. During the walk-through, they agreed the security deposit would be one month's rent, which was approximately \$1350. When she asked [redacted] about the security deposit, he told her that he never said the deposit was the equivalent of one month's rent. During this conversation, [redacted] again asked [redacted] for a contract that documented the rental amount, security deposit amount and other important information. [redacted] never received a contract from [redacted].

(U//~~FOUO~~) Approximately three to four months after her last contact with [redacted] [redacted] had not received rental income from the tenants living in her home. [redacted] said

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when she asked [redacted] about rental income and a signed contract, [redacted] often "yelled" at her for asking. [redacted] and [redacted] business rapport began to decline. [redacted] eventually called [redacted] and informed her one of the tenants was hurt playing basketball. The tenant would be out of work for some time and unable to afford to pay rent on the property. [redacted] said after two months of not receiving rental payments, [redacted] was able to remove the tenants from the property. Afterward, [redacted] received a payment for the amount of one month's rent. [redacted] relieved [redacted] as her property manager and contacted local real estate agent [redacted] regarding renting her property. [redacted] called [redacted] where [redacted] wife is employed as a realtor. [redacted] spoke with [redacted] wife concerning his management of [redacted] property. [redacted] then called [redacted] and "yelled" at her because he was upset about [redacted] contacting his wife. [redacted] stated [redacted] was "threatening" during their conversation about [redacted] contacting his wife.

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(U//FOUO) [redacted] said her correspondence with [redacted] was mainly through his personal cell phone. [redacted] recalled approximately three occasions when she corresponded with him via his unclassified (nsa.gov) work e-mail. She explained [redacted] managed a property for [redacted] employee [redacted] spoke to [redacted] about her disputes with [redacted] [redacted] stated that he did not have any problems with [redacted] managing his property.

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(U//FOUO)

(U//FOUO) On 19 May 2014, [redacted] was interviewed and provided the following sworn testimony.

(U//FOUO) [redacted] has been operating an unregistered and unlicensed property management business for approximately three years. He explained because he only manages properties for a few friends, he is legally able to perform these duties without a state license or registration. He said he has never managed more than three properties at one time (excluding his own rental property). Currently, he is acting as the property manager for two friends, [redacted] [redacted] receives a payment of 10% of the monthly rental income for managing [redacted] property and received half of the first month's rent for managing [redacted] property. [redacted] previously managed a property for [redacted] (no further information) and received 10% of the monthly rental income. [redacted] said he is no longer managing [redacted] property, an agreement that ended in early 2014. [redacted] previously managed a rental property for [redacted] and received 10% of the monthly rental income. [redacted] is no longer managing [redacted] property, an agreement that ended over a year ago.

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(U//FOUO) [redacted] has a personally owned business, [redacted] which has been registered in the State of Georgia for the past few years. He stated although he registered the business name, he never pursued starting a business. [redacted] was unsure if he had to state a type of business when registering the business. However, if he were to record a category for the

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company, he surmised it was likely in the real estate realm, as his wife is a real estate agent. He registered [REDACTED] because he was advised to do so by a lawyer on the website rentalauthority.com. The lawyer advised [REDACTED] to register a business and associate that business with his personal rental property for liability reasons.

(U//FOUO) Prior to his OIG interview, [REDACTED] had never contacted the OGC Ethics office regarding outside employment, nor had he filed an OGE-450. [REDACTED] never researched outside employment for government employees and was not aware that he had to report his personally-owned business. [REDACTED] stated he did not consider his work as a property manager business; instead, he described it as managing properties for friends. Although he makes a profit from managing his friends' properties, he denied it was a business.

(U//FOUO) [REDACTED] said he never used NSA classified computers to conduct work related to his property management. He had used the NSA unclassified system to send e-mails to renters and owners, as well as complete other property management related tasks. [REDACTED] stated he may have done this approximately once every other month. When he used the NSA unclassified computer he used [REDACTED] to communicate with property renters and owners. Mail from this address is also forwarded to his nsa.gov unclassified e-mail address.

(U//FOUO) [REDACTED] understanding of regulations relating to the use of Government resources is "as long as you're not abusing it, it didn't seem like an issue." He stated spending hours using Government resources for personal business is against policy. [REDACTED] said he did not use Government resources for long periods of time or on a regular basis to conduct work related to his personal business. [REDACTED] said he believed his use did not violate policy.

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(U//FOUO) [REDACTED]

(U//FOUO) On 19 May 2014, [REDACTED] Owner of [REDACTED] was interviewed and provided the following sworn testimony.

(U//FOUO) In August 2013, [REDACTED] received a referral from a realtor for a potential client with a rental property. [REDACTED] stated the client was [REDACTED] contacted [REDACTED] who informed her of the problems she was having with her former property manager. [REDACTED] told [REDACTED] she had tenants in her rental property but the property manager failed to provide her with rental income for over four months. [REDACTED] stated the property manager for her rental property was [REDACTED] a former coworker. [REDACTED] was unsure but told [REDACTED] she believed he managed approximately 20 other properties for other coworkers as well as referrals received from his wife's business as a realtor at [REDACTED]. [REDACTED] told [REDACTED] that [REDACTED] used his government work telephone for much of his business. [REDACTED] was concerned she had not received rental income from her property in four months and [REDACTED] had not initiated the eviction process. It was alleged [REDACTED] property management services and the income associated with it and the properties he managed were not reported to the Internal Revenue Service (IRS) via 1099 forms.

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(U//~~FOUO~~) [redacted] stated she searched a Georgia database and was unable to locate [redacted] name as a licensed property manager in Georgia. [redacted] believed [redacted] may have been in violation of Georgia law by operating a property management business without a license.

(U//~~FOUO~~) **Georgia Real Estate Commission**

(U//~~FOUO~~) On 20 May 2014, OIG investigators telephonically interviewed an information specialist from the GREC. The appropriate identification was not obtained due to the telephone call being abruptly ended because of technical issues. The following information was obtained.

(U//~~FOUO~~) To legally perform property management duties in the State of Georgia, one must have real estate broker's license or a salesperson's license. A salesperson is one who works under the guidance of a real estate broker and can perform some duties related to property management.

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(U//~~FOUO~~) [redacted] (2nd Interview)

(U//~~FOUO~~) On 22 May 2014, [redacted] was re-interviewed for follow-up questions regarding his licensure in Georgia. [redacted] provided the following sworn testimony.

(U//~~FOUO~~) [redacted] was questioned regarding the information obtained from the GREC that a broker's or sales person's license is required to perform property management duties in Georgia.

(U//~~FOUO~~) [redacted] could not recall the name of a real estate broker who advised him a license was not necessary to perform property management duties. He was informed no license was required as long as the number of properties he managed did not exceed ten. [redacted] said he conducted online research regarding licensure to conduct property management. His search failed to produce any information indicating he had to have a license to manage rental property. He was unable to recall any of the websites he researched with the exception of rentalauthority.com.

(U//~~FOUO~~) [redacted] said he claimed the income he received from his property management business on his income taxes. He stated in 2013, he made less than \$1,000 from property management. [redacted] noted he has a savings account that he uses to hold the security deposits of all properties he manages. He maintains a list of each deposit so they can be properly returned to either the renter or property owner if damage is noted at the end of a rental agreement. [redacted] uses a lease agreement he found on rentalauthority.com. [redacted] has used this lease agreement with his renters and usually gives a copy of the agreement to the property owners. [redacted] was unsure if he provided [redacted] with a copy of her rental agreement.

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(U) Analysis and Conclusions

(U//~~FOUO~~) According to 5 CFR §§ 2635.101(b)(9) and 2635.704(a), Government property shall not be used for other than authorized activities or purposes. NSA/CSS PMM, Chapter 366 § 1-3(H) states that employees are expected to “conserve, protect, and properly use Federal funds, property, equipment, and materials.” DoD JER 5500.7-R, Chapter 2, Standards of Ethical Conduct, § 2-301, similarly states that Government equipment and communication systems shall be used for official use and authorized purposes only. The JER includes as authorized purposes “...personal communications...such as checking in with a spouse...brief internet searches...determining that such communications:...do not put Federal Government communications systems to uses that would reflect adversely on DoD...such as unofficial advertising, soliciting, or selling...violations of statute or regulation...and other uses that are incompatible with public service...” Furthermore, NSA/CSS Policy 6-6 (dated 30 September 2004, revised 15 October 2013) stated that NSA/CSS unclassified ISs were provided “for the purpose of research, training, and/or communications that are directly related to official unclassified U.S. Government business” and supervisors may authorize “affiliates to conduct limited personal communications...while using U.S. Government resources such as ISs consistent with the provisions in the Joint Ethics Regulation...”

(U//~~FOUO~~) During his interview, [redacted] admitted to using the NSA/CSS unclassified IS to conduct activity related to his personally-owned property management business approximately once every other month. [redacted] further admitted he earned an income while conducting his management business. [redacted] computer use records also confirmed [redacted] used his unclassified NSA/CSS ISs to carry out his property management business, including emailing a residential rental agreement and completing the annual registration of his business with the State of Georgia. [redacted] use of the NSA unclassified IS to conduct business activities was not an official use because it was not related to official U.S. Government business. It was also not an authorized use because it did not involve limited personal communications but rather involved communications in furtherance of an income-producing business.

(U//~~FOUO~~) The preponderance of the evidence supports the conclusion that [redacted] misused his unclassified NSA/CSS IS by using it to perform activities related to his private business, in violation of 5 CFR §§ 2635.101(b)(9) and 2635.704(a); DoD JER 5500.7-R, § 2-301; NSA/CSS Policy 6-6; and NSA/CSS PMM, Chapter 366 § 1-3.

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IV. (U) RESPONSE TO TENTATIVE CONCLUSION(S)

(U//~~FOUO~~) On 1 May 2015, [redacted] responded to the OIG's tentative conclusions. He denied having a property management company but admitted to having a business ID and managing property for friends. He also admitted that he used his unclassified government email account for "an isolated timeframe." His full response is included as Appendix F.

(U//~~FOUO~~) Because [redacted] provided no information requiring additional investigation, our preliminary conclusions became final.

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V. (U) CONCLUSION

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(U//~~FOUO~~) The preponderance of the evidence supports the conclusion that [redacted] misused his unclassified NSA/CSS IS by using it to perform activities related to his private business, in violation of 5 CFR §§ 2635.101(b)(9) and 2635.704(a); DoD JER 5500.7 R, § 2-301; NSA/CSS Policy 6-6; and NSA/CSS PMM, Chapter 366, § 1-3.

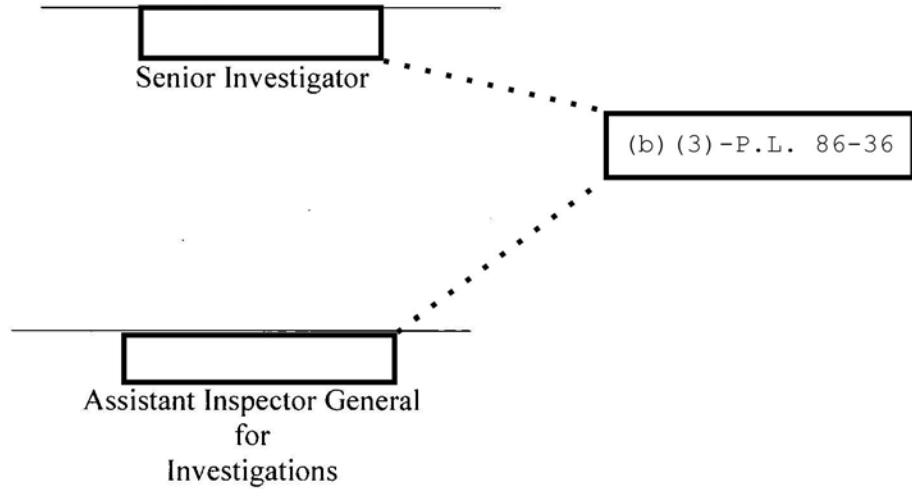
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V.(U) DISTRIBUTION OF RESULTS

(U//~~FOUO~~) A copy of this report of investigation will be provided to Employee Relations, MR, for information and any appropriate action. A summary of the investigative findings will also be provided to the Associate Directorate for Security and Counterintelligence, Special Actions, Q242, and [redacted] supervisor.

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Concurred by:



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APPENDIX A

(U) Applicable Authorities

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(U) 5 CFR § 2635.101- Basic Obligation of Public Service

...
(b)(9) Employees shall protect and conserve Federal property and shall not use it for other than authorized activities.

(U) 5 CFR § 2635.704 Use of Government Property

(a) Standard. An employee has a duty to protect and conserve Government property and shall not use such property, or allow its use, for other than authorized purposes.

**(U) Joint Ethics Regulation 5500.7-R, Chapter 2, Standards of Ethical Conduct, § 2-301.
Use of Federal Government Resources**

a. Communication Systems. *Federal Government communication systems and equipment (including Government owned telephones, facsimile machines, electronic mail, internet systems, and commercial systems when use is paid for by the Federal Government) shall be for official use and authorized purposes only.*

(1) Official use includes emergency communications and communications that the DoD Component determines are necessary in the interest of the Federal Government. Official use may include, when approved by theater commanders in the interest of morale and welfare, communications by military members and other DoD employees who are deployed for extended periods of time away from home on official DoD business.

(2) Authorized purposes include brief communications made by DoD employees while they are traveling on Government business to notify family members of official transportation or schedule changes. They also include personal communications from the DoD employee's usual work place that is most reasonably made while at the work place (such as checking in with spouse or minor children; scheduling doctor and auto or home repair appointments; brief internet searches; e-mailing directions to visiting relatives) when the Agency Designee permits categories of communications, determining that such communications:

(a) Do not adversely affect the performance of official duties by the DoD employee or the DoD employee's organization;

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(b) Are of reasonable duration and frequency, and whenever possible, made during the DoD employee's personal time such as after duty hours or lunch periods;

(c) Serve a legitimate public interest (such as keeping DoD employees at their desks rather than requiring the use of commercial systems; educating the DoD employee on the use of the communications system; improving the morale of DoD employees stationed for extended periods away from home; enhancing the professional skills of the DoD employee; job-searching in response to Federal Government downsizing);

(d) Do not put Federal Government communications systems to uses that would reflect adversely on DoD or the DoD Component (such as uses involving pornography; chain letters; unofficial advertising, soliciting or selling except on authorized bulletin boards established for such use; violations of statute or regulation; inappropriately handled classified information; and other uses that are incompatible with public service); and

**(U) NSA/CSS Policy 6-6, Use of Unclassified Information Systems Such as the Internet
(Issued 30 September 2004, Revised 15 October 2013)**

(U) POLICY

1. (U) NSA/CSS provides authorized users with access to unclassified information systems (ISs) for the purpose of research, training, and/or communications that are directly related to official unclassified U.S. Government business. . . .

3. (U) Supervisors may authorize NSA/CSS affiliates to conduct limited personal communications while using an NSA/CSS-sponsored account for official business, or while using U.S. Government resources such as ISs consistent with the provisions contained in the Joint Ethics Regulation (JER)...

(U) DEFINITIONS

41. (U) Authorized User – An individual who has received approval to utilize an unclassified IS for the purpose of conducting research, training, and/or communications that are directly related to official U.S. Government business.

(U) NSA PMM, Chapter 366, Personal Conduct, § 1-3, General Principals for On-the-job Conduct

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Generally, every employee is expected to:

...H. Conserve, protect, and properly use Federal funds, property, equipment, and materials;

APPENDIX B

~~(U//FOUO)~~ E-mail correspondence between

[redacted] and [redacted]

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From [redacted]

To [redacted]

Sent 05/31/12 11:16:01 AM

Received 05/31/12 11:16:16 AM

Subject RE: House Lease-1.docx

[redacted] thanks for sending. I will send you the web-site to review houses for sale at a basement price across the USA. Also, my uncle's brother-in-law who was a CW5, was the first black person in Intelligence to achieve this milestone, his name is [redacted]

V/R
[redacted]

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From [redacted]

Sent: Thursday, May 31, 2012 7:16 AM

To: [redacted]

Subject: House Lease-1.docx

<<House Lease-1.docx>>

V/R,
[redacted]

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HOUSE LEASE

[Redacted] phone [Redacted]

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RESIDENTIAL RENTAL AGREEMENT

THIS LEASE (the "Lease") dated _____ day of _____, 20____, by and between [Redacted] & [Redacted] (hereinafter called "OWNER"), (hereinafter called "TENANT").

PROPERTY LEASED: For the in consideration of the rental payments hereinafter set out and the covenants contained herein, the OWNER leases [Redacted] hereinafter called the "premises", which Premises are owned by OWNER. The term "Premises" as used herein shall include the following items of the personal property located thereon:

TERM OF AGREEMENT: This rental agreement is for the term of _____ beginning on the _____ day of _____, 20____, and ending on the _____ day of _____, 20____, unless sooner terminated as hereinafter provided.

(The term of the Lease commences at 12:00 noon on day of occupancy and ends at 12:00 noon on end of Lease)

RENT: TENANT agrees to pay OWNER monthly rental payments in the sum of \$_____, which sum is due on the first day of each month, beginning on the _____ day of _____, 20____, and which is payable on or before the 5th day of each month, and which shall be due and payable as stated herein each month thereafter until the termination of this tenancy.

LATE CHARGE: In the event that any rental payment called for hereunder is not received on or before the 5th day of each month, as above provided, then the parties agree that OWNER shall be entitled to collect from TENANT an additional charge of ten percent (10%) of the monthly rental payment, plus \$3.00 per day otherwise due as a late charge. The charge shall be construed as liquidated damages and is made because it causes additional expenses for OWNER. If any check for rent is returned to OWNER for insufficient funds or any other reason, said late charge will accrue until rent is actually paid by TENANT. There will be a service charge of \$100.00 on all returned checks and all future rent payments must be in the form of cashier's check or money order. (Neither cash or checks will be accepted)

E. SECURITY DEPOSIT: In addition to the rental payments herein, The TENANT agrees to deposit with OWNER the sum of \$_____, as a security deposit prior to occupancy of the premises. The security deposit shall be held

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by OWNER as security for TENANT'S performance of this Agreement, and against any damages caused to the premises or any other part of the OWNER'S property by TENANT, his family, and guests. TENANT understands and agrees that the security deposit does not relieve TENANT of his obligation hereunder to pay OWNER the stipulated herein or any other amount elsewhere provided herein. OWNER agrees to hold such security deposit, less any deductions from it on account of amounts owed by TENANT to OWNER, as authorized by law, together with a written itemization of such amounts to TENANT by check payable to all persons to signing this rental agreement, mailed to a forwarding address which must be furnished by TENANT in writing. Should TENANT decide not to take possession of property, security deposit is non-refundable after 24 hours.

-During the Term of this Lease or after its termination, the OWNER may charge the TENANT or make deductions from the Security Deposit for any or all of the following:

-repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls repairing cuts, burns, or water damage to tile, linoleum, rugs, and other areas

-repainting required to repair the results of any other improper use or excessive damage by the TENANT

-replacing damaged or missing doors, windows, screens, mirrors or light fixtures

-any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the TENANT or by any person whom the TENANT is responsible for

-unplugging toilets, sinks and drains

-the cost of extermination where the TENANT or the TENANT's guests have brought or allowed insects into the Premises or building

-any other purpose allowed under this Lease or the Act.

For the purpose of this clause, the OWNER may charge the TENANT for professional cleaning and repairs if the TENANT has not made alternate arrangements with the OWNER.

All keys have been returned, including keys to any new locks installed while resident was in possession.

- F. **UTILITIES:** TENANT acknowledges that all utilities and/or services are to be paid for by TENANT.
- G. **USE OF PREMISES:** TENANT agrees to use premises only as a residence. TENANT shall not alter or make additions to Premises, its painting, or its fixtures and appliances, without OWNERS written consent. TENANT agrees not to do or permit any act or practice injurious to the Premises, which may affect the insurance risk factor on the Premises, or which may be otherwise prohibited by law.

-TENANT represents that his family consists of ___ adults and ___ children, and agrees and represents the Premises shall not be occupied by anyone other than the TENANT'S immediate family.

(Subject to the provisions of this Lease, apart from the TENANT, no other persons will live in the Premises without the prior written permission of the OWNER. If OWNER, with written consent, allows for additional persons to occupy the premises, by state law no more than two (2) individuals are allowed to occupy per bedroom. Any person staying 30

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days cumulative or longer, without the OWNER'S written consent, shall be considered as occupying the premises in violation of this agreement.)

- H. **PETS:** ABSOLUTELY NO PETS ALLOWED.
- I. **SMOKING:** ABSOLUTELY NO SMOKING ALLOWED INSIDE DWELLING.
- J. **WATERBED:** In the event any occupant of the premises shall use a flotation bedding system, the Resident shall carry an insurance policy with a loss payable clause payable to the owner. This policy should cover personal injury and damage to the owner, and should be in a form standard to the industry. The minimum limits should be \$100,000. In the event the Resident installs a flotation bed installation, then the Resident is in default.
- K. **INSURANCE:** The TENANT is hereby advised and understands that the personal property of the TENANT is not insured by the OWNER for either damage or loss, and the OWNER assumes no liability for any such loss. The TENANT is advised that, if insurance coverage is desired by the TENANT, the TENANT should inquire of TENANT's insurance agent regarding a renter's policy of insurance.
 -The TENANT is responsible for insuring the Premises for liability insurance, and the TENANT assumes liability for any such loss.
- L. **MAINTENANCE:** The TENANT will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.
 -In particular, the TENANT will keep the fixtures in the Premises in good order and repair. The TENANT will, at TENANT's sole expense, make all required repairs to the plumbing, range, heating apparatus, and electric and gas fixtures when ever damage to such items will have resulted from the TENANT's misuse, waste, or neglect or that of the TENANT's employee, family, agent, or visitor.
 -Major maintenance and repair of the Premises involving anticipated or actual costs in excess of \$100.00 per incident not due to the TENANT's misuse, waste, or neglect or that of the TENANT's employee, family, agent, or visitor, will be the responsibility of the OWNER or the OWNER's assigns.
 -Where the Premises has its own sidewalk, entrance, driveway or parking space which is for the exclusive use of the TENANT and its guests, the TENANT will keep the sidewalk, entrance, driveway or parking space clean, tidy and free of objectionable material including dirt, debris, snow and ice.
 -Where the Premises has its own garden or grass area which is for the exclusive use of the TENANT and its guests, the TENANT will water, fertilize, weed, cut and otherwise maintain the garden or grass area in a reasonable condition including any trees or shrubs therein.
- M. **CARE AND USE OF PREMISES:** The TENANT will promptly notify the OWNER of any damage, or of any situation that may significantly interfere with the normal use of the Premises or to any furnishings supplied by the OWNER.
 -Vehicles which the OWNER reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the TENANT's parking stall(s), and such vehicles may be towed away at the TENANT's expense. Parking facilities are provided at the TENANT's own risk. The TENANT is required to park in only the space allotted to them.

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-The TENANT will not engage in any illegal trade or activity on or about the Premises.

-The OWNER and TENANT will comply with standards of health, sanitation, fire, housing and safety as required by law.

-The TENANT will use reasonable efforts to maintain the Premises in such a condition as to prevent the accumulation of moisture and the growth of mold, and to promptly notify the OWNER in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the TENANT.

N. PEST CONTROL: Owner will be responsible for Terite and Rodent control. Other pest control shall not be provided (insects including, but not limited to ants, roaches, and spiders) services to Premises and the same shall be the responsibility of the TENANT.

O. MISSED APPOINTMENTS: From time to time it will be necessary for Owner or other authorized parties including, but not limited to, maintenance contractors, appraisers, and real estate agents to gain access to the property for the purpose of inspecting the property, performing repairs, or showing the property to prospective purchasers or TENANTS. If TENANT fails to keep a pre-arranged, mutually agreed to appointment allowing access to the Property, then TENANT agrees to \$_____ per event as liquidated damages to Owner and such amount shall become due as additional rent under this agreement.

-During the last 30 days of this Lease, the OWNER or the OWNER's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Premises.

P. NO RIGHT OF EARLY TERMINATION: TENANT shall not have the right to terminate the Lease early.

Q. RENEWAL TERM: At the end of initial term herein, owner may elect to renew for another term at a rental increase of 3% to 5% of current rental rate depending on the market index. A new agreement will be signed at the end of each Lease period.

-Military Activation: Notwithstanding and provision to the contrary contained herein, if TENANT is called to active duty during the term of this Lease, TENANT shall present to OWNER the official orders activating TENANT; then and in that event, this Lease shall be controlled by the Service members' Civil relief Act of 2003 as amended in 50 U.S.C.A. 50-534.

-Active Military: If TENANT is on active duty with the United States military and TENANT or an immediate family member of TENANT occupying Premises receives, during the term of this Lease, permanent change of station orders or temporary duty orders for a period in excess of three months, TENANT's obligation for rent hereunder shall not exceed: (1) 30 (thirty) days rent after notice and proof on the assignment are given to OWNER; and (2) the cost of repairing damage to Premises or Property caused by and act or omission of TENANT.

-Holding Over: TENANT shall have no right to remain in the Property after the termination or expiration of this Lease. Should TENANT fail to vacate the Property upon the expiration or termination of this Agreement, TENANT shall pay OWNER a per diem occupancy fee of \$_____ for every day that TENANT holds over after the expiration or termination of this Lease. Acceptance of the occupancy fee by OWNER

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shall in no way limit OWNER's right to treat TENANT as a TENANT at sufferance to unlawfully holding over and to dispossess TENANT for the same.

- R. **ABANDONMENT:** If at any time during the term of this Lease, the TENANT abandons the Premises or any part of the Premises, the OWNER may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the TENANT for damages or for any payment of any kind whatever, and may, at the OWNER's discretion, as agent for the TENANT, rent the Premises, or any part of the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such renting, and, at the OWNER's option, hold the TENANT liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the OWNER by means of the renting. If the OWNER's right of re-entry is exercised following abandonment of the premises by the TENANT, then the OWNER may consider any personal property belonging to the TENANT and left on the Premises to also have been abandoned, in which case the OWNER may dispose of all such personal property in any manner the OWNER will deem proper and is relieved of all liability for doing so.
- S. **ATTORNEY FEES:** Resident agrees to pay all court costs and Attorney's fees incurred by the Owner in enforcing legal action or any of the Owner's other rights under this agreement or any state law. In the event any portion of this Agreement shall be found to be unenforceable under the law, the remaining provisions shall continue to be valid and subject to enforcement in the courts without exception.
- T. **WARRANT FEE:** Notwithstanding anything to the contrary contained herein, if tenant does not pay all rent in full plus any late rent and any other outstanding fees owed on or before the ____ of the month, OWNER may file a dispossessory warrant within the county in which the property resides. In the event that a dispossessory warrant is filed against the tenant, a fee of \$ ____ will be assessed to cover the costs of warrant filing fees, court costs, attorney fees, plus and admin fee \$ ____ per dispossessory action.
- U. **GOVERNING LAW:** It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Ga, without regard to the jurisdiction in which any action or special proceeding may be instituted.

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V. **SEVERABILITY:** If there is a conflict between any provision of this Lease and the applicable legislation of the State of Ga (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

-If there is a conflict between any provision of this Lease and any form of lease prescribed by the Act, that prescribed form will prevail and such provisions of the lease will be amended or deleted as necessary in order to comply with that prescribed form. Further, any provisions that are required by that prescribed form are incorporated into this Lease.

-In the event that any of the provisions of this Lease will be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Lease and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

-If any provision of this agreement is held to be invalid, such invalidity shall not affect the validity or enforceability of any other provision of this agreement.

W. **AMENDMENT OF LEASE:** Any amendment or modification of this Lease or additional obligation assumed by either party in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

X. **ASSIGNMENT AND SUBLETTING:** An assignment, subletting, concession, or license or an assignment or subletting by operation of law, will be void and will, at OWNER's option, terminate this Lease.

Y. **GENERAL PROVISIONS:** Where there is more than one TENANT executing this Lease, all TENANTS are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

-Locks may not be added or changed without the prior written agreement of both the OWNER and the TENANT, or unless the changes are made in compliance with the Act.

-The TENANT will professionally steam clean the carpets on a yearly and at the termination of this Lease or the OWNER may charge the TENANT or deduct the cost of having the carpets professionally steam cleaned from the security deposit.

-This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

-Time is of the essence in this Lease.

-This Lease will constitute the entire agreement between the OWNER and the TENANT. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party except to the extent incorporated in this Lease.

-The TENANT will indemnify and save the OWNER, and the owner of the Premises where different from the OWNER, harmless from all liabilities, fines, suits, claims, demands and actions of any kind or

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nature for which the OWNER will or may become liable or suffer by reason of any breach, violation or non-performance by the TENANT or by any person for whom the TENANT is responsible, of any covenant, term, or provisions hereof or by reason of any act, neglect or default on the part of the TENANT or other person for whom the TENANT is responsible. Such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the term of the Lease will survive the termination of the Lease, notwithstanding anything in this Lease to the contrary.

-The TENANT agrees that the OWNER will not be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the TENANT or by any person for whom the TENANT is responsible who may be on the Premises of the OWNER or for any loss of or damage or injury to any property, including cars and contents thereof belonging to the TENANT or to any other person for whom the TENANT is responsible.

-The TENANT is responsible for any person or persons who are upon the or occupying the Premises or any other part of the OWNER's premises at the request of the TENANT, either express or implied, whether for the purposes of visiting the TENANT, making deliveries, repairs or attending upon the Premises for any other reason. Without limiting the generality of the foregoing, the TENANT is responsible for all members of the TENANT's family, guests, servants, tradesmen, repairmen, employees, agents, invitees or other similar persons.

-The lease is subject to all rules, regulations and bylaws of any applicable Condominium and/or Home Owner Associations.

LEGAL CONTRACT: This is a legally binding contract. If you do not understand any part of this contract, seek competent legal advice before signing.

ACCEPTED THIS _____ day of _____, 20____, at _____.

Resident

Resident

Owner or Agent

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Owner or Agent

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IV-14-0043

(b) (3) -P.L. 86-36
(b) (6)

APPENDIX C

(U) Registration of [redacted] personally owned business,

[redacted]

(b) (6)

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STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

Secretary of State, Brian P. Kemp

Invoice Number: [redacted]

Invoice Date: [redacted]

UserID: [redacted]

Billing Information

(b) (6)

Product Description	Certification Number	Order Date	Pages	Item Cost	Expedited	Total
[redacted]	[redacted]	[redacted]	1	\$75.00	\$0.00	\$75.00

Control # [redacted]
Contact: #Error
Shipped Via: Online

Payment Details:

Invoice Total: \$75.00

Payment for \$75.00 from Web with Mastercard

[redacted] Auth:

(b) (3) - P.L. 86-36
(b) (6)

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IV-14-0043

(b) (6)

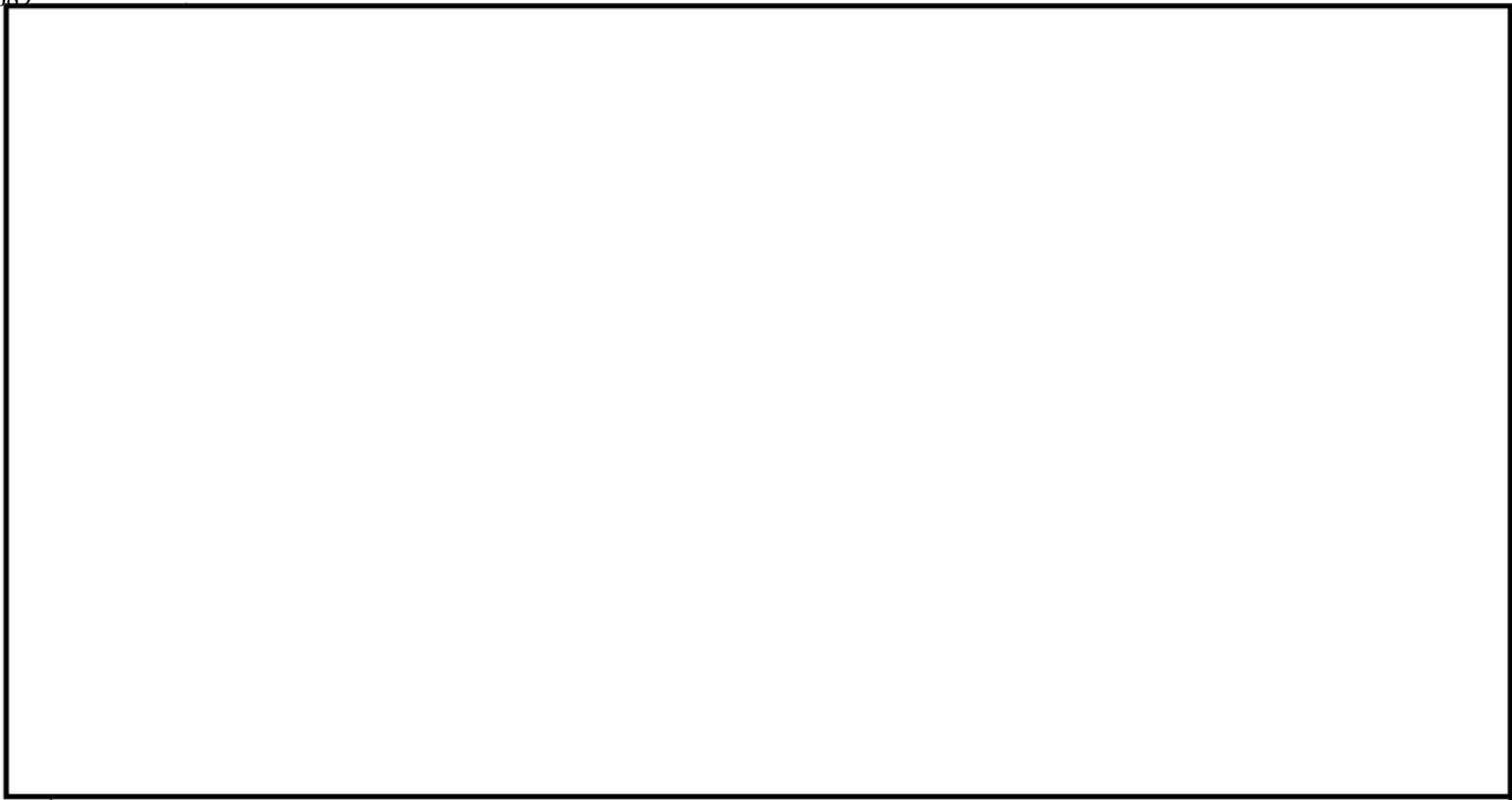
APPENDIX D

(U) "Rental Property Inventory and Condition Form

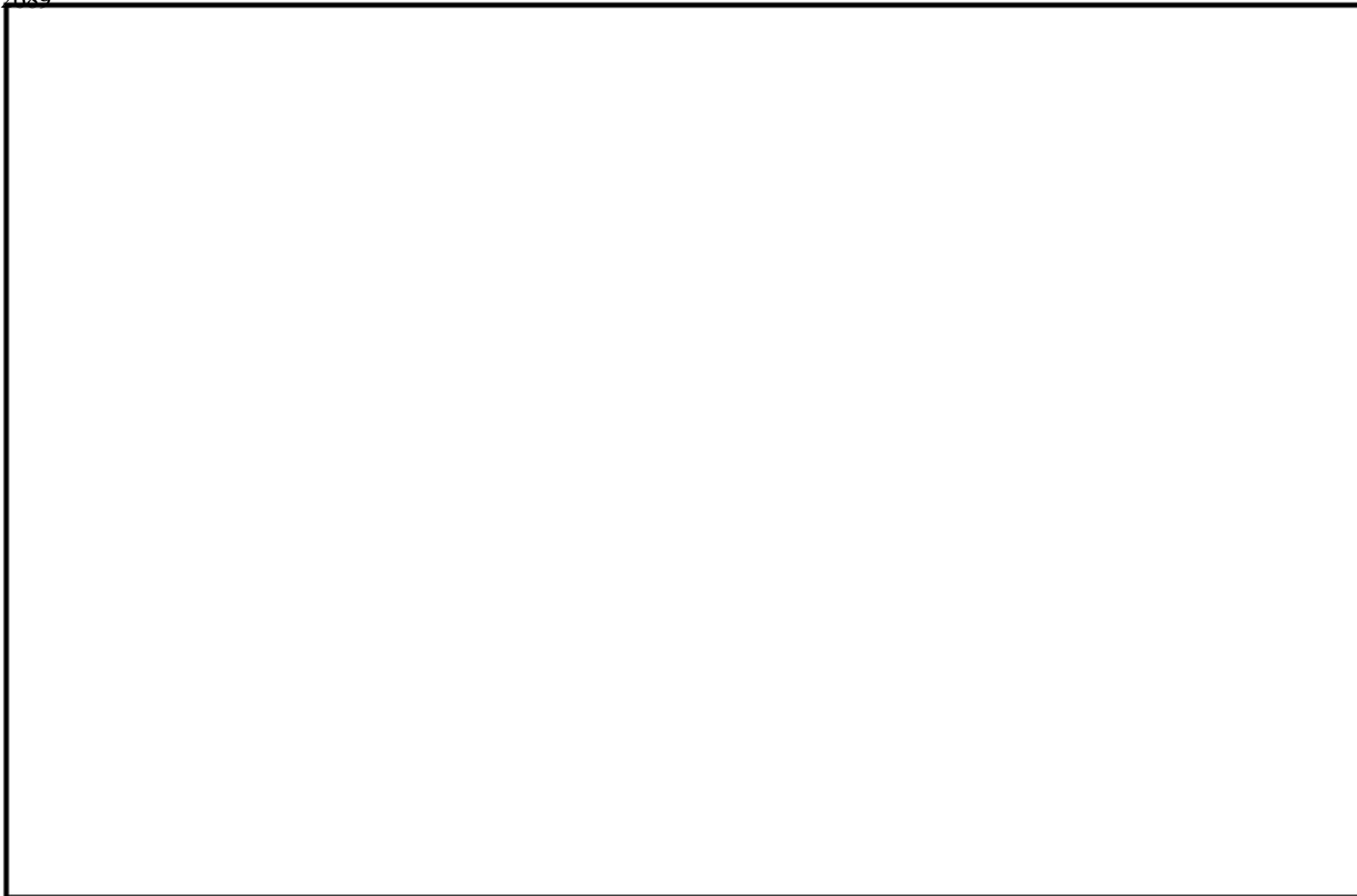
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Document

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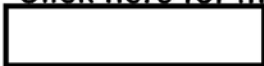


(b) (3) - P.L. 86-36
(b) (6)



Rental Description and Amenities			
Price	\$ 765	Type	Townhouse
Bedrooms	2	Bathrooms	2
Age of Rental	4 years	Sq. Footage	1100
Pets	No	Pool	No
Smoking	No	Central AC	Yes
Heating Type	Electric	Floor Level	Ground
Fireplace	No	Near Transit	No
Near School	Yes		
Appliances Included: Refrigerator, dishwasher, microwave, garbage, cable ready and washer/dyer hookups			
Utilities Included: None			
Lease Types: 12 months			
Other Amenities:			

[Click here for more information or call](#)



(b) (6)

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RENTAL PROPERTY INSPECTION CHECKLIST

- _____ Unit must be completely free of trash and all dust including closets, baseboards and cabinets.
 - _____ All window coverings must be straightened, washed, cleaned and dusted or replaced.
 - _____ All bathrooms and kitchens must be thoroughly caulked and cleaned including behind commode.
 - _____ Patios must be swept and free from debris and trash.
 - _____ All doorstoppers must work and any damages from previous problems corrected. Install if missing.
 - _____ Appliances must be thoroughly cleaned, washed, and sanitized, including drip pans and knobs.
 - _____ Light and plug switches must be replaced if cracked or stained.
 - _____ At least 75-watt bulbs in all fixtures in working order.
 - _____ Bath lights at 60 watts and all the same style bulb in place.
 - _____ Any painting must be cleaned up thoroughly and consistent.
 - _____ You must vacuum thoroughly when you leave.
 - _____ All locks and doorknobs must be in excellent working order.
 - _____ At least one window per room must work and blinds must be left down and in the open position.
 - _____ All light covers must be cleaned (in the dishwasher, carry soap).
 - _____ Ceiling fan blades must be cleaned and dusted, both sides.
 - _____ The top of the refrigerator and stove must be spotless.
 - _____ No stains should remain in the refrigerator or on porcelain in the bath. Use porcelain white out or bleach.
 - _____ Baseboards must be washed and free of dirt and dust.
 - _____ All drawers must be in good working order.
 - _____ Check all keys and notify landlord if any do not work.
 - _____ Lawn, garden, and hedges must be trimmed, cut, and cleaned thoroughly.
 - _____ Wallpaper must be washed, cleaned, and re-glued or replaced in a professional manner.
 - _____ All bugs must be removed and cleaned from the unit.
 - _____ All vinyl floors need to be mopped, and cleaned, including underneath cabinets. Do not wax over dirt.
 - _____ Sinks to be cleaned (bleached if necessary), and garbage disposal tested and free from blockage.
 - _____ All mirrors and windows should be cleaned inside and out.
 - _____ All trash is not to be left, but removed to a dumpsite.
 - _____ Fill in any nail holes with matching color.
 - _____ Open all sink cabinets, and clean out all areas below.
 - _____ Clean doors and door frames around them, including fingerprints, dust, etc.
 - _____ Check the working condition of the STOVE.
 - _____ Check the working condition of the OVEN.
 - _____ Check the working condition of the REFRIGERATOR/FREEZER.
 - _____ Check the working condition of the DISPOSAL.
 - _____ Check the working condition of the AIR CONDITIONER.
 - _____ Check the working condition of the HEATER.
 - _____ Check the working condition of the HOT WATER HEATER.
 - _____ Check the working condition of all SINKS FOR LEAKS.
 - _____ Check the working condition of all WINDOW AND DOOR LOCKS.
 - _____ Check the working condition of
-

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RENTAL PROPERTY INVENTORY AND CONDITION FORM

INVENTORY AND CONDITION FORM CONCERNING THE PROPERTY AT:

Complete the move-in section of this form and return it to your Landlord within the time required by your lease. All items are presumed to be in good condition unless noted otherwise. Test all locks, window latches, smoke detectors, and equipment. This form is not a repair request. Submit all requests for repairs separately in accordance with your lease. You and your Landlord may also use this form upon move-out. Keep a copy for your records. Note any defects in the items listed below.

<u>A. Exterior Items</u>	<u>Move-In Comments</u>	<u>Move-Out Comments</u>
Mailbox	_____	_____
Fences & Gates	_____	_____
Lawn, Trees & Shrubs	_____	_____
Roof & Gutters	_____	_____
Siding & Paint Drive	_____	_____
Front Door	_____	_____
Door Knob & Lock	_____	_____
Weatherstripping	_____	_____
Light/Bulb	_____	_____
Door Bell	_____	_____
Water Shut-Off Valve Located? <input type="checkbox"/> yes <input type="checkbox"/> no		
Other	_____	_____

<u>B. Living Room</u>	<u>Move-In Comments</u>	<u>Move-Out Comments</u>
Ceiling & Walls	_____	_____
Paint & Wallpaper	_____	_____
Doors & Door Stops	_____	_____
Door Locks & Knobs	_____	_____
Flooring	_____	_____
Lights & Ceiling Fans	_____	_____
Windows & Screens	_____	_____
Window Latches	_____	_____
Drapes/Blinds/Shutters	_____	_____
Plugs & Switches	_____	_____
Closet Shelves & Rods	_____	_____
Cabinets	_____	_____
Fireplace	_____	_____
Other	_____	_____

<u>C. Dining Room</u>	<u>Move-In Comments</u>	<u>Move-Out Comments</u>
Ceiling & Walls	_____	_____
Paint & Wallpaper	_____	_____
Flooring	_____	_____
Lights & Ceiling Fans	_____	_____
Plugs & Switches	_____	_____
Other	_____	_____

<u>D. Kitchen & Breakfast</u>	<u>Move-In Comments</u>	<u>Move-Out Comments</u>
Ceiling & Walls	_____	_____
Paint & Wallpaper	_____	_____
Doors & Door Stops	_____	_____
Door Locks & Knobs	_____	_____
Flooring	_____	_____

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Lights	_____	_____
Windows & Screens	_____	_____
Widow Latches	_____	_____
Drapes/Blinds/Shutters	_____	_____
Plugs & Switches	_____	_____
Pantry & Shelves	_____	_____
Cabinets & Handles	_____	_____
Drawers & Handles	_____	_____
Countertops	_____	_____
Range	_____	_____
Oven	_____	_____
Racks	_____	_____
Knobs	_____	_____
Broiler	_____	_____
Microwave Vent Hood	_____	_____
Light & Fan	_____	_____
Filter	_____	_____
Garbage Disposer	_____	_____
Sink & Faucet	_____	_____
Dishwasher	_____	_____
Silver Basket	_____	_____
Soap Dispenser	_____	_____
Racks	_____	_____
Refrigerator	_____	_____
Ice Trays	_____	_____
Shelves & Drawers	_____	_____
Butter Tray	_____	_____
Light & Bulb	_____	_____
Other	_____	_____

E. Master Bedroom (1)

Move-In Comments

Move-Out Comments

Ceiling & Walls	_____	_____
Paint & Wallpaper	_____	_____
Doors & Door Stops	_____	_____
Door Locks & Knobs	_____	_____
Flooring	_____	_____
Lights & Ceiling Fans	_____	_____
Windows & Screens	_____	_____
Widow Latches	_____	_____
Drapes/Blinds/Shutters	_____	_____
Plugs & Switches	_____	_____
Closet Shelves & Rods	_____	_____
Cabinets	_____	_____
Other	_____	_____

F. Master Bathroom (1)

Move-In Comments

Move-Out Comments

Ceiling & Walls	_____	_____
Paint & Wallpaper	_____	_____
Doors & Door Stops	_____	_____
Door Locks & Knobs	_____	_____
Flooring	_____	_____
Light Fixtures	_____	_____
Windows & Screens	_____	_____
Widow Latches	_____	_____
Drapes/Blinds/Shutters	_____	_____

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Plugs & Switches	_____	_____
Closet Shelves & Rods	_____	_____
Cabinets & Handles	_____	_____
Countertops	_____	_____
Sinks & Faucets	_____	_____
Tub/Shower & Faucets	_____	_____
Toilet	_____	_____
Heaters/Exhaust Fans	_____	_____
Towel Fixtures	_____	_____
Other	_____	_____

G. <u>Bedroom (2)</u>	<u>Move-In Comments</u>	<u>Move-Out Comments</u>
Ceiling & Walls	_____	_____
Paint & Wallpaper	_____	_____
Doors & Door Stops	_____	_____
Door Locks & Knobs	_____	_____
Flooring	_____	_____
Lights & Ceiling Fans	_____	_____
Windows & Screens	_____	_____
Widow Latches	_____	_____
Drapes/Blinds/Shutters	_____	_____
Plugs & Switches	_____	_____
Closet Shelves & Rods	_____	_____
Cabinets	_____	_____
Other	_____	_____

H. <u>Bathroom (2)</u>	<u>Move-In Comments</u>	<u>Move-Out Comments</u>
Ceiling & Walls	_____	_____
Paint & Wallpaper	_____	_____
Doors & Door Stops	_____	_____
Door Locks & Knobs	_____	_____
Flooring	_____	_____
Light Fixtures	_____	_____
Windows & Screens	_____	_____
Widow Latches	_____	_____
Drapes/Blinds/Shutters	_____	_____
Plugs & Switches	_____	_____
Closet Shelves & Rods	_____	_____
Cabinets & Handles	_____	_____
Countertops	_____	_____
Sinks & Faucets	_____	_____
Tub/Shower & Faucets	_____	_____
Toilet	_____	_____
Heaters/Exhaust Fans	_____	_____
Towel Fixtures	_____	_____
Other	_____	_____

I. <u>Utility Closet</u>	<u>Move-In Comments</u>	<u>Move-Out Comments</u>
Ceiling & Walls	_____	_____
Paint & Wallpaper	_____	_____
Doors & Door Stops	_____	_____
Door Locks & Knobs	_____	_____
Flooring	_____	_____

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Light Fixtures	_____	_____
Plugs & Switches	_____	_____
Closet Shelves & Rods	_____	_____
W&D Connections	_____	_____
Other	_____	_____

J. <u>Other</u>	<u>Move-In Comments</u>	<u>Move-Out Comments</u>
Central A/C & Heat	_____	_____
Filter	_____	_____
Thermostat	_____	_____
Water Heater	_____	_____
Smoke Detectors	_____	_____
Security System	_____	_____
Other	_____	_____

K. <u>Number of Keys:</u>	<u>Received</u>	<u>Returned</u>
Door keys:	_____	_____
Mailbox keys:	_____	_____

The undersigned acknowledge that the above is an accurate assessment of the condition of the property as of the date signed.

Landlord Date

Landlord Date

Tenant Date

Tenant Date

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IV-14-0043

APPENDIX E

(U//~~FOUO~~) Outside Employment Approval Memo

~~UNCLASSIFIED//FOR OFFICIAL USE ONLY~~

[Redacted]

Subject: FW: (U) Outside Employment Approval for [Redacted]
Attachments: OutsideEmploymentApprovalMemo.pdf

From: [Redacted]
Sent: Monday, June 16, 2014 11:38 AM
To: [Redacted]
Subject: FW: (U) Outside Employment Approval for [Redacted]

Classification: UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

[Redacted]

I have received your outside employment approval memo and will keep it on file for future reference. Please note that, even when you have your supervisor's approval, you must still comply with the outside employment laws that apply to Agency personnel. Please read over the guidelines found here: [Outside Employment Summary](#), and let me know if you have any questions about how the rules apply to you.

Thank you,

[Redacted]

(b) (3) - P.L. 86-36

(U//~~FOUO~~)

(b) (3) - P.L. 86-36
(b) (6)

Administrative Law & Ethics Attorney
Office of General Counsel

[Redacted]

Attorney Work Product --
Do not release outside of NSA without the express approval of OGC

-----Original Message-----
From: [Redacted]
Sent: Thursday, June 12, 2014 2:42 PM
To: OGC_AdminEthics
Subject: (U) Outside Employment Approval for [Redacted]

Classification: UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

Please review the attached Outside Employment Approval Memorandum.

Classification: UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

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UNCLASSIFIED//FOR OFFICIAL USE ONLY

NATIONAL SECURITY AGENCY/
CENTRAL SECURITY SERVICE
MEMORANDUM

DATE: 5 June 2014

REPLY TO
ATTN OF: [Redacted]

(b) (3) - P.L. 86-36
(b) (6)

SUBJECT: Outside Employment Approval - DECISION MEMORANDUM

TO: [Redacted]

1. I am requesting approval from you as my supervisor to engage in an outside business activity or compensated outside employment with PROPERTY MANAGEMENT OF A FRIEND'S PROPERTY. This approval is required pursuant to section 3.306 of the Joint Ethics Regulation because I am required to file a financial disclosure form (OGE 278 or OGE 450) and the above company is a prohibited source (a company that does or seeks to do business with NSA).

2. Should this request be approved, I understand that, in my Government position, I may not participate personally and substantially through decision, approval, disapproval, recommendation, the rendering of advice, investigation, recommendation or otherwise, in any particular matter that may directly and predictably affect the above named activity or company and I will submit a formal disqualification memo to you. This disqualification will remain in effect until one year after I terminate my outside activity, unless my participation in a matter affecting the activity or company is specifically considered and approved by you and the Designated Agency Ethics Official.

(b) (3) - P.L. 86-36

EMPLOYEE'S SIGNATURE: [Redacted]

SUPERVISOR DECISION: Approval shall be granted unless a determination is made that the business activity or employment is expected to pose a conflict of interest that cannot be resolved by the disqualification noted in paragraph 2, or that the disqualification would materially impair the employee's ability to perform his official duties, or the activity or employment may otherwise involve conduct prohibited by statute or regulation.

Approved: [Redacted] Date 20140610 or
Supervisor's signature (if appropriate)

Disapproved: _____ Date _____
Supervisor's signature (if appropriate)

cc: Administrative Law & Ethics (D23) [Redacted]

Derived From: _____
Dated: _____
Declassify On: _____

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IV-14-0043

APPENDIX F

(U//~~FOUO~~)



Response to Tentative Findings



(b) (3) -P.L. 86-36
(b) (6)

~~UNCLASSIFIED//FOR OFFICIAL USE ONLY~~

From: [redacted]
To: [redacted]
Subject: RE: (U//FOUO) RESULTS OF NSA/CSS OFFICE OF INSPECTOR GENERAL INQUIRY
Date: Friday, May 01, 2015 7:46:22 AM

Classification: UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

(b) (6)

[redacted]

First I like to start off "I do not have a property management company", I only have a business ID that I acquired when I retired out of the military as a backup plan in case I do not find a job. The only thing do with the business ID is pay the annual fee (just to keep the name). Second the only reason I started to manage property is I have friend that is currently active in the Army [redacted] who deployed and his property manager died. So he asked to help him take care of his house. The other house is another friend that had to leave the area for a new job when he retired from the Army. Third that original emails (by the way I did not use the Unclass phone) was being forwarded from my AKO account [redacted] because that was the account that was using, but when I came on as government civilian I forward my AKO mail to my government email, which was my mistake for doing that. Even with all that I still do not understand the "preponderance of evidence" that you stated below. There was not many emails and it was only an isolated timeframe and I rarely log-into the Unclass system for any reason. I do apologize for any perceived misuse, but I had NEVER had any intent to misuse or abuse my use of the unclassified system.

(U//FOUO)
V/R

[redacted]

(b) (3) - P.L. 86-36
(b) (6)

(b) (3) - P.L. 86-36

From: [redacted]
Sent: Monday, April 20, 2015 11:13 AM
To: [redacted]
Subject: (U//FOUO) RESULTS OF NSA/CSS OFFICE OF INSPECTOR GENERAL INQUIRY

Classification: UNCLASSIFIED//~~FOR OFFICIAL USE ONLY~~

INSPECTOR GENERAL SENSITIVE INFORMATION: This email, including any attachments, is intended only for authorized recipients. This email message may contain information that is

(b) (3) - P.L. 86-36
(b) (6)

confidential, sensitive, and/or protected by Federal law, including the Privacy Act of 1974, as amended.

(U) [Redacted]

(U//~~FOUO~~) This is to notify you of the tentative conclusion reached in the Office of Inspector General inquiry into an allegation that you misused unclassified NSA/CSS Information Systems (ISs), specifically computers and telephones, to manage your personal business, a property management company. In accordance with the investigative process, we are affording you the opportunity to comment on the tentative conclusion and/or offer additional information before we close our inquiry. Your comments will be given full consideration in reaching our final conclusion.

(U//~~FOUO~~) The preponderance of the evidence supports the conclusion that you misused unclassified NSA/CSS ISs to perform activities related to your private business, in violation of 5 CFR §§ 2635.101(b)(9) and 2635.704 (a); DoD Joint Ethics Regulation (JER) 5500.7-R, § 2-301; NSA/CSS Policy 6-6; and NSA/CSS Personnel Management Manual (PMM), Chapter 366, § 1-3.

(U//~~FOUO~~) We request your comments by close of business, 04 May 2015. Once the OIG final conclusion is reached, a report will be issued for appropriate action. If you have questions, please contact me by email or at the telephone number below.

(U//~~FOUO~~) Thank you.

[Redacted]

(b) (3) - P.L. 86-36

[Redacted]

Senior Investigator
NSA/CSS Office of Inspector General

[Redacted]

☎ 963 - 0926(s)

[Redacted]

Dropbox: [Redacted]

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