UNITED STATES OF AMERICA
Before the
SECURITIES AND EXCHANGE COMMISSION

ADMINISTRATIVE PROCEEDING
Files No. 3-16228

In the Matter of

NAVAGATE, INC. AND
GREGORY RORKE

Respondents.

ADMINISTRATIVE PROCEEDING
Files Nos. 3-16227 / 3-16229

In the Matter of

MIDDLEBURY SECURITIES, LLC
and GREGORY OSBORN

Respondents.

DECLARATION OF JORGE G. TENREIRO IN SUPPORT OF THE DIVISION OF ENFORCEMENT'S MEMORANDUM IN OPPOSITION TO RESPONDENT OSBORN'S PENALTY REASSESSMENT REQUEST

I, Jorge G. Tenreiro, pursuant to 28 U.S.C. § 1746, hereby declare as follows:

1. I am a member of the bar of the State of New York and am employed as Senior Counsel in the Division of Enforcement (the "Division") of the Securities and Exchange Commission (the "Commission"), New York Regional Office. I submit this Declaration in support of the Division's Memorandum in Opposition to Respondent Gregory Osborn's Penalty Reassessment Request. I am fully familiar with the facts and circumstances herein. Certain

documents attached herein are redacted pursuant to Rule 230(a) of the Commission's Rules of Practice, 17 C.F.R. § 201.230(a) and to protect other personally identifying information.

2. Attached hereto as Exhibit A is a true and correct copy of Offer of Settlement of Respondent Gregory Osborn, dated October 14, 2013 in proceeding No. 3-16229.

3. Attached hereto as Exhibit B is a true and correct copy of Respondent Osborn's Brief in Opposition to the Division's Motion for Summary Disposition, dated August 24, 2016.

4. Attached hereto as Exhibit C is a true and correct copy of an e-mail the Division received from Respondent Osborn, dated September 27, 2016.

5. Attached hereto as Exhibit D is a true and correct copy of a letter by the Division to the Office of the Secretary dated September 30, 2016.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 10, 2016
New York, New York

Jorge G. Tenreiro

EXHIBIT A

UNITED STATES OF AMERICA
before the
SECURITIES AND EXCHANGE COMMISSION

ADMINISTRATIVE PROCEEDING
File No.

In the Matter of GREGORY OSBORN Respondent.	OFFER OF SETTLEMENT OF GREGORY OSBORN

I.

Gregory Osborn ("Osborn" or "Respondent"), pursuant to Rule 240(a) of the Rules of Practice of the Securities and Exchange Commission ("Commission") [17 C.F.R. § 201.240(a)] submits this Offer of Settlement ("Offer") in anticipation of public administrative and cease-and-desist proceedings to be instituted against him by the Commission, pursuant to Section 8A of the Securities Act of 1933 ("Securities Act"), Sections 15(b) and 21C of the Securities Exchange Act of 1934 ("Exchange Act"), and Section 9(b) of the Investment Company Act of 1940 ("Company Act").

II.

This Offer is submitted solely for the purpose of settling these proceedings, with the express understanding that it will not be used in any way in these or any other proceedings, unless the Offer is accepted by the Commission. If the Offer is not accepted by the Commission, the Offer is withdrawn without prejudice to Respondent and shall not become a part of the record in these or any other proceedings, except for the waiver expressed in Section V with respect to Rule 240(c)(5) of the Commission's Rules of Practice [17 C.F.R. § 201.240(c)(5)].

III.

Consistent with the provisions of 17 C.F.R. § 202.5(f), Respondent waives any claim of Double Jeopardy based upon the settlement of this proceeding, including the imposition of any remedy or civil penalty herein.

10-14-14

IV.

Respondent hereby waives any rights under the Equal Access to Justice Act, the Small Business Regulatory Enforcement Fairness Act of 1996, or any other provision of law to seek from the United States, or any agency, or any official of the United States acting in his or her official capacity, directly or indirectly, reimbursement of attorney's fees or other fees, expenses, or costs expended by Respondent to defend against this action. For these purposes, Respondent agrees that Respondent is not the prevailing party in this action since the parties have reached a good faith settlement.

V.

By submitting this Offer, Respondent hereby acknowledges his waiver of those rights specified in Rules 240(c)(4) and (5) [17 C.F.R. §201.240(c)(4) and (5)] of the Commission's Rules of Practice. Respondent also hereby waives service of the Order.

VI.

Respondent undertakes to do the following: In connection with this action and any related judicial or administrative proceeding or investigation commenced by the Commission or to which the Commission is a party, Respondent (i) will appear and be interviewed by Commission staff at such times and places as the staff requests upon reasonable notice; (ii) will accept service by mail or facsimile transmission of notices or subpoenas issued by the Commission for documents or testimony at depositions, hearings, or trials, or in connection with any related investigation by Commission staff; (iii) appoints Respondent's undersigned attorney as agent to receive service of such notices and subpoenas; and (iv) consents to personal jurisdiction over Respondent in any United States District Court for purposes of enforcing any such subpoena.

VII.

On the basis of the foregoing Respondent hereby:

A. Admits the jurisdiction of the Commission over him and over the matters set forth in the Order Instituting Administrative and Cease-and-Desist Proceedings, Pursuant to Section 8A of the Securities Act, Section 15(b) and 21C of the Exchange Act, and Section 9(b) of the Company Act, Making Findings, and Imposing Remedial Sanctions and a Cease-and-Desist Order, and Notice of Hearing ("Order");

B. Solely for the purpose of these proceedings and any other proceedings brought by or on behalf of the Commission or in which the Commission is a party, and without admitting or denying the findings contained in the Order, except as to the Commission's jurisdiction over him

and the subject matter of these proceedings, which are admitted, consents to the entry of an Order, in which the Commission:[1]

1. Finds that Respondent willfully violated, and willfully aided and abetted and caused violations of, Section 17(a) of the Securities Act and Section 10(b) of the Exchange Act and Rule 10b-5 thereunder;

2. Orders Respondent to cease and desist from committing or causing any violations and any future violations of Section 17(a) of the Securities Act and Section 10(b) of the Exchange Act and Rule 10b-5 thereunder; and

3. Bars Respondent from association with any broker, dealer, investment adviser, municipal securities dealer, municipal adviser, transfer agent, or nationally recognized statistical rating organization; prohibits Respondent from serving or acting as an employee, officer, director, member of an advisory board, investment adviser or depositor of, or principal underwriter for, a registered investment company or affiliated person of such investment adviser, depositor, or principal underwriter; and bars Respondent from participating in any offering of a penny stock, including: acting as a promoter, finder, consultant, agent or other person who engages in activities with a broker, dealer or issuer for purposes of the issuance or trading in any penny stock, or inducing or attempting to induce the purchase or sale of any penny stock.

VIII.

Pursuant to this Offer, Respondent agrees to additional proceedings to determine the amount of disgorgement and civil penalties, plus prejudgment interest if ordered, pursuant to Section 8A(e) of the Securities Act, Section 21B of the Exchange Act, and Section 9(d) of the Company Act, against Respondent that is in the public interest. In connection with such additional proceedings: (a) Respondent agrees that he will be precluded from arguing that he did not violate the federal securities laws described in the Order; (b) Respondent agrees that he may not challenge the validity of the Order or of this Offer; (c) solely for the purposes of such additional proceedings, the allegations of the Order shall be accepted as and deemed true by the hearing officer; and (d) the hearing officer may determine the issues raised in the additional proceedings on the basis of affidavits, declarations, excerpts of sworn deposition or investigative testimony, and documentary evidence.

IX.

Respondent understands and agrees to comply with the terms of 17 C.F.R. § 202.5(e) which provides in part that it is the Commission's policy "not to permit a defendant or respondent to consent to a judgment or order that imposes a sanction while denying the

[1] The findings herein are made pursuant to Respondent's Offer of Settlement and are not binding on any other person or entity in this or any other proceeding.

10-14-14

allegations in the complaint or order for proceedings," and "a refusal to admit the allegations is equivalent to a denial, unless the defendant or respondent states that he neither admits nor denies the allegations." As part of Respondent's agreement to comply with the terms of Section 202.5(e), Respondent: (i) will not take any action or make or permit to be made any public statement denying, directly or indirectly, any finding in the Order or creating the impression that the Order is without factual basis; (ii) will not make or permit to be made any public statement to the effect that Respondent does not admit the findings of the Order, or that the Offer contains no admission of the findings, without also stating that Respondent does not deny the findings; and (iii) upon the filing of this Offer of Settlement, Respondent hereby withdraws any papers previously filed in this proceeding to the extent that they deny, directly or indirectly, any finding in the Order. If Respondent breaches this agreement, the Division of Enforcement may petition the Commission to vacate the Order and restore this proceeding to its active docket. Nothing in this provision affects Respondent's: (i) testimonial obligations; or (ii) right to take legal or factual positions in litigation or other legal proceedings in which the Commission is not a party.

X.

Respondent states that he has read and understands the foregoing Offer, that this Offer is made voluntarily, and that no promises, offers, threats, or inducements of any kind or nature whatsoever have been made by the Commission or any member, officer, employee, agent, or representative of the Commission in consideration of this Offer or otherwise to induce him to submit to this Offer.

14 Day of OCTOBER

Gregory Osborn

STATE OF NJ. }
} **SS:**
COUNTY OF BERGEN }

The foregoing instrument was acknowledged before me this 14 day of Oct, 2013 by _____, who ___ is personally known to me or ___ who has produced a ____ driver's license as identification and who did take an oath.

ABED M. ELIYA
NOTARY PUBLIC OF NEW JERSEY
Commission Expires July 24, 2019
Sworn to and subscribed before me this 14 day of OCT 2014

Notary Public
State of
Commission Number
Commission Expiration

UNITED STATES OF AMERICA
Before the
SECURITIES AND EXCHANGE COMMISSION

SECURITIES ACT OF 1933
Release No.

SECURITIES EXCHANGE ACT OF 1934
Release No.

INVESTMENT COMPANY ACT OF 1940
Release No.

ADMINISTRATIVE PROCEEDING
File No.

In the Matter of GREGORY OSBORN Respondent.	**ORDER INSTITUTING ADMINISTRATIVE AND CEASE-AND-DESIST PROCEEDINGS, PURSUANT TO SECTION 8A OF THE SECURITIES ACT OF 1933, SECTIONS 15(b) AND 21C OF THE SECURITIES EXCHANGE ACT OF 1934, AND SECTION 9(b) OF THE INVESTMENT COMPANY ACT OF 1940, MAKING FINDINGS, AND IMPOSING REMEDIAL SANCTIONS AND A CEASE-AND-DESIST ORDER, AND NOTICE OF HEARING**

I.

The Securities and Exchange Commission ("Commission") deems it appropriate and in the public interest that public administrative and cease-and-desist proceedings be, and hereby are, instituted pursuant to Section 8A of the Securities Act of 1933 ("Securities Act"), Sections 15(b), and 21C of the Securities Exchange Act of 1934 ("Exchange Act"), and Section 9(b) of the Investment Company Act of 1940 ("Company Act"), against Gregory Osborn ("Osborn" or "Respondent").

II.

In anticipation of the institution of these proceedings, Respondent has submitted an Offer of Settlement (the "Offer") which the Commission has determined to accept. Solely for the purpose of these proceedings and any other proceedings brought by or on behalf of the Commission, or to which the Commission is a party, and without admitting or denying the findings herein, except as to the Commission's jurisdiction over him and the subject matter of these proceedings, which are admitted, Respondent consents to the entry of this Order Instituting

Administrative and Cease-and-Desist Proceedings Pursuant to Section 8A of the Securities Act, Sections 15(b) and 21C of the Exchange Act, and Section 9(b) of the Company Act, Making Findings, and Imposing Remedial Sanctions and a Cease-and-Desist Order, and Notice of Hearing ("Order"), as set forth below.

III.

On the basis of this Order and Respondent's Offer, the Commission finds[1] that:

Summary

1. From December 2009 through March 2011, Respondent made and disseminated false and misleading statements concerning the risks of investing in the short-term notes ("Notes") of Navagate, Inc., ("Navagate"), a start-up venture purporting to create and sell sales force automation software. Specifically, in an effort to sell Navagate's Notes (the "Notes Offering"), Respondent, in the course of his employment as a Managing Partner of registered broker-dealer Middlebury Securities, LLC ("Middlebury"), knowingly or recklessly made and disseminated a number of false and misleading statements concerning (1) the assets purporting to guarantee the Notes; and (2) the use of the proceeds from the Notes Offering. Despite Respondent's awareness, or reckless disregard, of these false statements, Respondent participated in the preparation and distribution of certain offering documents (the "Offering Documents") containing these falsehoods and reiterated the false statements to prospective investors both orally and in writing.

2. Between December 2009 and April 2011, Respondent, Navagate, and Gregory Rorke ("Rorke")—Navagate's CEO and controlling officer—sold approximately $3.2 million worth of the Notes. The Notes were purportedly backed by a personal guarantee from Rorke (the "Personal Guarantee").

3. To demonstrate that he had sufficient assets to make good on his Personal Guarantee, Rorke signed a personal financial statement (the "Personal Financial Statement"). The Personal Financial Statement purported to show that (1) Rorke solely owned over $12 million in assets, including $6 million in liquid assets, consisting of cash and readily-marketable securities, and over $1 million in real estate; and (2) Rorke had no liabilities.

4. In fact, as Respondent knew or recklessly disregarded:

   a. Virtually all of the $6 million in liquid assets—including almost all of the purportedly pledged cash and readily marketable securities—as well as the real estate, belonged solely to Rorke's wife, who did not pledge any of her assets in connection with the Notes Offering (or otherwise obligate herself to make good on Rorke's Personal Guarantee);

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[1] The findings herein are made pursuant to Respondent's Offer of Settlement and are not binding on any other person or entity in this or any other proceeding.

b. Even including his wife's unpledged assets, Rorke overstated the value of the liquid assets (the cash and readily-marketable securities) listed in the Personal Financial Statement by over 36%; and

c. Rorke failed to disclose over $1,000,000 owed in federal taxes for which he was personally liable.

5. As a result of the above—as Respondent knew or was reckless in not knowing—Rorke did not have anywhere near sufficient liquid assets to make good on his Personal Guarantee of the Notes. Nonetheless, Respondent distributed and touted Rorke's Personal Guarantee and Personal Financial Statement to investors, orally and in emails, as a key reason to invest in the Notes.

6. In addition, Respondent, knowingly or recklessly, used some of the proceeds of the Notes to pay back earlier investors, contrary to the disclosed use of proceeds in the Offering Documents.

7. Ultimately Navagate defaulted on the Notes and Rorke did not make good on his promise under the Personal Guarantee.

Respondent

8. **Osborn**, age 50, is a resident of New Jersey, and was primarily responsible for Middlebury's relationship with Navagate. At all relevant times, Osborn was a Managing Partner at Middlebury, although he did not have an ownership interest in Middlebury and was not registered as a general securities principal. Osborn was registered with FINRA from 1988 until April 2014, when he was permanently barred from associating with any FINRA-registered member as part of a settlement of charges brought against him by FINRA.

Other Relevant Entity and Individuals

9. **Navagate** is a Delaware limited liability company with its principal place of business in New York. Navagate's business is purportedly to create and sell computer software that provides sales force automation to financial services organizations.

10. **Rorke**, age 59, is a resident of New York, and is the co-founder and CEO of Navagate.

11. **Middlebury** is a FINRA-registered broker-dealer organized as a Delaware limited liability company with offices in Vermont, New Jersey, and New York. Middlebury was the placement agent for the Navagate Notes Offering from approximately December 2009 to April 2011.

Background

12. In 2000, Rorke formed a Delaware limited liability company named G2X and began raising money for the development of software purportedly designed to automate certain

sales and customer-relationship processes (called "sales force automation software"). In 2006, G2X changed its name to Navagate.

13. Navagate developed its software into a program known as Agility Source Platform, which purports to provide customer relations management and sales force automation software.

14. On October 12, 2009, Navagate and Rorke hired Middlebury to act as placement agent to assist Navagate in selling its securities.

15. Around October 2009, Navagate and Rorke decided to raise capital by selling the Notes. The Notes had a six-month maturity and bore interest at an annual rate of 12%, increasing to 15% (and eventually 20%) in the event of default. Respondent, Middlebury, Navagate, and Rorke contemplated that the Notes would serve as a bridge to an eventual public offering of Navagate equity securities. The Notes Offering would initially raise between $2 and $2.5 million for Navagate, but that amount was increased to $3.25 million in or about March 2011.

The Personal Guarantee

16. In offering the Notes, Respondent, Middlebury, Rorke and Navagate, prepared and disseminated the Offering Documents, with the assistance of counsel.

17. The Offering Documents stated that the Notes were backed by Rorke's Personal Guarantee. The first drafts of the Offering Documents, prepared around November 2009, contained a general personal guarantee based on Rorke's wealth. In approximately December 2009, a potential investor asked that, in addition to Rorke's general personal guarantee, Rorke's wife execute a personal guarantee to back the Notes. As Respondent knew or recklessly disregarded, Rorke refused to request that his wife sign any guarantee. After negotiations later that month, the potential investor agreed to participate in the Notes Offering based on a Personal Guarantee signed only by Rorke, "provided that [Rorke] provides some evidence of not being 'judgment proof' ie [sic] a personal financial statement." Rorke agreed to provide the Personal Guarantee and a more detailed Personal Financial Statement.

18. The Personal Guarantee, which Respondent and Rorke each read, represented to investors that Rorke had the "full power and capacity to execute and deliver" the Personal Guarantee and to incur and perform the obligations therein contemplated. Similarly, the signature block of the Personal Financial Statement contained a specific representation that Rorke:

> [H]ad no liabilities, direct or contingent, business or accommodation, except as set forth in this statement, and that the title to all assets therein set forth is in [Rorke's] name solely, except as may be otherwise noted.

19. The Personal Financial Statement stated that Rorke solely owned the following assets: (1) $200,000 in cash on hand; (2) $800,000 in cash in banks; (3) $5,000,000 in readily marketable securities in a brokerage account; (4) $1,400,000 in real estate (his primary residence); (5) $4,000,000 in shares of Navagate; and (6) $1,000,000 in illiquid investments in two other, unrelated companies.

20. Rorke executed the Personal Financial Statement on or around April 21, 2010, and forwarded the document to Respondent and others at Middlebury for inclusion in the Offering Documents.

21. The Personal Financial Statement contained a number of false and misleading statements concerning Rorke's assets and liabilities:

a. First, virtually none of the liquid assets Rorke pledged as his own were actually in his name. Of the $6,000,000 Rorke claimed to have in cash and readily marketable securities, only $1,527 was held by him alone. His wife held $4,355,502 of the assets, and they jointly held an additional $33,635. Rorke also did not own the $1,400,000 in real estate listed, having transferred his primary residence to his wife in October 2008. Rorke had no legal authority to pledge his wife's assets, and his wife never agreed to such a pledge.

b. Second, Rorke substantially inflated the value of the assets he was purporting to pledge. Although the Personal Financial Statement stated that Rorke's liquid assets totaled $6 million; in reality, the value of these assets was approximately $4,391,000 (an overstatement of more than 36%).

c. Third, in his Personal Financial Statement, Rorke claimed that he had zero liabilities when, in fact, he was personally liable for at least $1 million in taxes owed to the IRS.

22. In order to further convince prospective investors that the Personal Guarantee provided meaningful protection in the case of a default on the Notes, Rorke also represented that he would not:

> [S]ell, assign or transfer any of the Guarantor's rights in the Pledged Assets, or . . . create any other security interest in, mortgage or otherwise encumber the Pledged Assets . . . .

23. This statement was misleading because Rorke did not hold title to most of the listed assets, and did not, therefore, have the ability to keep his wife from transferring or otherwise encumbering them.

24. In the Personal Guarantee, Rorke further agreed that he would:

> [P]romptly obtain a mortgage on [his] primary residence located in Bronxville, NY . . . in the event that [the Notes were in default and] the Pledged Assets . . . [we]re not sufficient to satisfy all outstanding Indebtedness.

25. This statement was also misleading as it was not within Rorke's power to mortgage the property as he had transferred title to this residence to his wife in October 2008.

26. Respondent repeatedly touted the Personal Guarantee and the Personal Financial Statement as a selling point during the Notes Offering. Indeed, Respondent stated that he viewed the Personal Guarantee and the Personal Financial Statement as a "key" term of the Notes Offering.

Respondent Knew or was Reckless in Not Knowing the False and Misleading Statements Contained in Rorke's Personal Guarantee and Personal Financial Statement

27. Despite repeatedly touting the Personal Guarantee and Personal Financial Statement, Respondent knew or was reckless in not knowing that these documents were materially false and misleading for a number of reasons.

28. First, Rorke told Respondent in April 2010 that the readily marketable securities in the brokerage account—the largest liquid asset—in the Personal Financial Statement were *jointly* held with his wife. Rorke's statement to Respondent was false because the brokerage account was held solely by Rorke's wife. Respondent, thus, knew that Rorke did not solely hold this asset as he had represented in the Personal Financial Statement.

29. Osborn and Middlebury understood or recklessly disregarded the important distinction regarding ownership of the assets backing the Notes; if Rorke did not solely own the assets, he could not pledge them to mitigate the risk of default on the Notes. Indeed, in December 2009, Rorke had refused to request that his wife be an additional party to the Personal Guarantee, which made clear that he did not intend to put her assets at risk.

30. Second, in early 2010, Middlebury hired a private detective agency to undertake a background check on Rorke. The agency provided a written report to Respondent and others at Middlebury on April 21, 2010, saying that Rorke had transferred his primary residence to his wife in October 2008.

31. Third, in April 2010, Middlebury's attorney told Respondent, in an email, that Rorke was personally liable for approximately $1.8 million of Navagate's past-due payroll tax liabilities. In a follow-up email, Rorke admitted to Respondent that he was personally liable for at least $1 million of those taxes. Thus, Respondent knew or recklessly disregarded that Rorke's claim in his Personal Financial Statement to have no liabilities was false.

Misrepresentations Regarding the Use of Proceeds From the Notes

32. In a schedule titled "Use of Proceeds," the Offering Documents also stated that the proceeds of the Notes were to be used only "to fund [Navagate's] sales efforts, for other working capital purposes and to satisfy certain tax liabilities."

33. Nonetheless, in October 2010, Respondent orchestrated using over $275,000 in Notes proceeds to pay back four investors who had purchased Notes in December 2009. These individuals had important business relationships with Middlebury and Respondent, repayment on their Notes was overdue, and three of them had demanded prompt repayment.

34. However, Osborn and Middlebury knew or recklessly disregarded that the Offering Document's "Use of Proceeds" section allowed for the offering proceeds to be used only as set forth above, and not for Navagate to repay prior investors with new investors' money.

35. In one instance, Respondent misrepresented the fact that Navagate was improperly using newly-raised funds to pay back old Navagate investors by calling one repayment Middlebury's repayment of an outstanding "'loan' to 'Middlebury' by [the old investor]." But Respondent knew or was reckless in not knowing that the purported "loan" to Middlebury did not exist and that this was merely a ruse to allow Navagate to use Note proceeds to repay investors whose Notes were past due.

36. Respondent never told any investors that their investments in the Notes would be used to repay other investors whose Notes were in default (or that such payments had occurred).

37. The use of investor proceeds was material to investors in the Notes.

Navagate Defaults on the Notes

38. Starting in June 2010, Navagate began defaulting on the Notes. Despite these defaults, Respondent, Middlebury, Navagate, and Rorke continued selling the Notes, but failed to tell any new investors about the defaults. Indeed, following the first defaults, Navagate raised another approximately $2.2 million from sales of the Notes.

39. Despite the defaults, Rorke did not fulfil his obligations under the Personal Guarantee and Personal Financial Statement to repay investors.

40. As of early 2014, Navagate owed over $1.25 million in principal and $1.4 million in interest on the Notes.

Violations

41. As a result of the conduct described above, Respondent willfully violated Section 17(a) of the Securities Act, which makes it unlawful for any person in the offer or sale of any securities, directly or indirectly, to employ any device, scheme, or artifice to defraud, or to obtain money or property by means of any untrue statement of a material fact or any omission to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading, or to engage in any transaction, practice, or course of business which operates or would operate as a fraud or deceit upon the purchaser.

42. As a result of the conduct described above, Respondent willfully violated Section 10(b) of the Exchange Act and Rule 10b-5 thereunder, which make it unlawful for any person, directly or indirectly, to employ any device, scheme, or artifice to defraud, to make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading, or to engage in any act, practice, or course of business which operates or would operate as a fraud or deceit upon any person, in connection with the purchase or sale of any security.

43. As a result of the conduct described above, Respondent willfully aided and abetted and caused Rorke's and Navagate's violations of Section 17(a) of the Securities Act and Section 10(b) of the Exchange Act and Rule 10b-5 thereunder.

IV.

Respondent undertakes to do the following: In connection with this action and any related judicial or administrative proceeding or investigation commenced by the Commission or to which the Commission is a party, Respondent (i) will appear and be interviewed by Commission staff at such times and places as the staff requests upon reasonable notice; (ii) will accept service by mail or facsimile transmission of notices or subpoenas issued by the Commission for documents or testimony at depositions, hearings, or trials, or in connection with any related investigation by Commission staff; (iii) appoints Respondent's undersigned attorneys as agents to receive service of such notices and subpoenas; and (iv) consents to personal jurisdiction over Respondent in any United States District Court for purposes of enforcing any such subpoena.

V.

Pursuant to this Order, Respondent agrees to additional proceedings to determine the amount of disgorgement and civil penalties, plus prejudgment interest if ordered, pursuant to Section 8A of the Securities Act, Section 21B of the Exchange Act, and Section 9(d) of the Company Act, against Respondent that is in the public interest. In connection with such additional proceedings: (a) Respondent agrees that he will be precluded from arguing that he did not violate the federal securities laws described in this Order; (b) Respondent agrees that he may not challenge the validity of this Order; (c) solely for the purposes of such additional proceedings, the allegations of the Order shall be accepted as and deemed true by the hearing officer; and (d) the hearing officer may determine the issues raised in the additional proceedings on the basis of affidavits, declarations, excerpts of sworn deposition or investigative testimony, and documentary evidence.

VI.

In view of the foregoing, the Commission deems it appropriate, in the public interest and for the protection of investors to impose the sanctions set forth in Respondent's Offer, and to institute proceedings to determine what, if any, disgorgement, civil penalties, and prejudgment interest are appropriate.

Accordingly, pursuant to Section 8A of the Securities Act, Sections 15(b) and 21C of the Exchange Act, and Section 9(b) of the Company Act, it is hereby ORDERED that:

A. Respondent cease and desist from committing or causing any violations and any future violations of Section 17(a) of the Securities Act and Section 10(b) of the Exchange Act and Rule 10b-5 thereunder.

B. Respondent is hereby barred from association with any broker, dealer, investment adviser, municipal securities dealer, municipal adviser, transfer agent, or nationally recognized

statistical rating organization; prohibited from serving or acting as an employee, officer, director, member of an advisory board, investment adviser or depositor of, or principal underwriter for, a registered investment company or affiliated person of such investment adviser, depositor, or principal underwriter; and barred from participating in any offering of a penny stock, including: acting as a promoter, finder, consultant, agent or other person who engages in activities with a broker, dealer or issuer for purposes of the issuance or trading in any penny stock, or inducing or attempting to induce the purchase or sale of any penny stock.

VII.

IT IS ORDERED that a public hearing for the purpose of taking evidence on the questions set forth in Section V hereof shall be convened not earlier than 30 days and not later than 60 days from service of this Order at a time and place to be fixed, and before an Administrative Law Judge to be designated by further order as provided by Rule 110 of the Commission's Rules of Practice, 17 C.F.R. § 201.110.

If Respondent fails to appear at a hearing after being duly notified, Respondent may be deemed in default and the proceedings may be determined against him upon consideration of this Order, the allegations of which may be deemed to be true as provided by Rules 155(a), 220(f), 221(f) and 310 of the Commission's Rules of Practice, 17 C.F.R. §§ 201.155(a), 201.220(f), 201.221(f) and 201.310.

This Order shall be served forthwith upon Respondent personally or by certified mail.

IT IS FURTHER ORDERED that the Administrative Law Judge shall issue an initial decision no later than 300 days from the date of service of this Order, pursuant to Rule 360(a)(2) of the Commission's Rules of Practice, 17 C.F.R. § 201.360(a)(2).

In the absence of an appropriate waiver, no officer or employee of the Commission engaged in the performance of investigative or prosecuting functions in this or any factually related proceeding will be permitted to participate or advise in the decision of this matter, except as witness or counsel in proceedings held pursuant to notice. Since this proceeding is not "rule making" within the meaning of Section 551 of the Administrative Procedure Act, it is not deemed subject to the provisions of Section 553 delaying the effective date of any final Commission action.

By the Commission.

Brent J. Fields
Secretary

EXHIBIT B

August 24, 2016

United States of America

Before the

Securities & Exchange Commission

1. **ADMINISTRATIVE PROCEEDING** FILE NO. 3-16228

To get started right away, just tap any placeholder text (such as this) and start typing.

In the matter of

NAVAGATE INC. AND

GREGORY RORKE

Respondents.

ADMINISTRATIVE PROCEEDING

FILE NOS. 3-16227/3-16229

In the Matter of

MIDDLEBURY SECURITIES L.L.C.

And GREGORY OSBORN

Respondent.

Gregory J. Osborn

Ridgewood, New Jersey

Declaration of Gregory J. Osborn in explanation of actual events and opposition to Jim Robinson & Middlebury's FINRA settlement, representation of facts in statements to the SEC regarding Navagate and Greg Osborn as well as explanation of certain SEC claims.

Personal note to Judge Elliott:

Honorable Jude Elliott,

Thank you for taking the time to review my response. I am excited to have for the first time an independent, impartial person will review the events surrounding the Greg Rorke/ Navagate Matter. I have never had an opportunity prior to this as I was compromised by lack of funding, emotional and mental duress, anxiety and depression. (see attached Medical notes, EXHIBIT and physical ailments from my stress induced sarcoidosis. This is also an opportunity for you and the SEC to have a look through the window of the FINRA prosecutor's misleading accusations that may have improperly influenced the SEC regarding the Navagate facts, my character and intent. As a person with such power in deciding my past, my character and influencing my future I can't stress how important your opinion is for me and my family. Not to mention my sanity. Again, my apologies for the email violation and the non legal background responses.

You reminded me the burden of proof is on me. Hence, I provide the enclosed. I think you will find that over the last five years, the pain and suffering caused me by Mr. Rorke's Lies, Middlebury's Managerial incompetence and a vindictive FINRA prosecutor's abuse of powers far surpasses any financial penalty due me as I do not feel I did anything intentionally other than trust and depend on all parties involved.

I also believe FINRA then collaborated with Middlebury to massage/alter the positions stated in Middlebury's executives OTR interviews and their original FINRA response to FINRA's accusations in a United desire to posture me in the wrong light. I am so convinced of all this, I hope that you, collectively with the SEC might reevaluate my "additional SEC penalties" and help me salvage my life and family by considering removing my"Bad Actor" label. (Which no one informed me of when I settled) I would like to know how you might request FINRA appropriately cleanse its public recording of events to reflect the truth. These false accusations are my public GOOGLE search and digital footprint in life. They harms me everyday. I assure you, I am not what Mr. Newman led the SEC to originally think as it was and is inaccurate and misleading as was the Middlebury Settlement. Perhaps remove the Barring and limit the time of removal of license. (I would gladly agree not to re apply) as to help with my reputation, career and family.

WHO I AM.

I am not a advantaged person. I lived at home until I was 23, was active in my community and church. I stayed home for college, worked 50 hours a week to pay for school yet. I won the leadership award, was full honors and was elected to give our college commencement speech. Prior to this horrendous debacle I was active in my community, a huge volunteer and on the Board of Bellevue Hospital's Children of Bellevue, a Coach and a Cub Scout leader. I live for my character and teaching children ethics and values in sports and life.. I was active with WaterKeepers and to this day I pick up water bottles when I walk on the beach. I clean up rivers and lakes. I had never appeared before a judge before other then 2 small moving violations in my life..

I grew from nothing with no connections to a proven leader at Smith Barney and was given a role in the handling of their key client Executive accounts. After losing confidence in the brokerage business, I sold everything and moved home at 34 years old to fund two companies payroll, (including one of the referrals, Jordan Stanley and Freeride.) I gave my all to the investors and every company I ever assisted.I took on my wife's first two children. This is why this entire event has affected me so harshly. This is not who I am in anyway. If you look, at Middlebury's FINRA Response (EXHIBIT #1 #1) The escrows, the conversions are all perverted in a way to mock and harm me. If desired, I could provide mine, but I felt the irony of the power of their words versus simply the records and mine are even better as they were unbiased. I would never think of intentionally harming someone, let alone do it. (All associates in the OTR's say the same. I simply couldn't and can't comprehend what has happened to me over Mr. Rorkes lies coupled with a rogue lying, vindictive prosecutor and Middlebury's compliance and managerial failures. As a result I have lost everything can not escape these false electronic descriptions of me and I'm sick and exhausted. This process has been ongoing for over 5 years now. My health, income and rights to "life, liberty and the pursuit of happiness" aka a fair reputation and right to a job have been compromised by an elongated, redundant regulator processes performed by affiliated entities.

Please forgive my lack of legal experience in my approach. My apologies in advance if my style mocks or offend you or your office. It is intended to honor you and explain myself.

Thank you,

Gregory J. Osborn

NOTICE: I do not have access to all the documents, emails records and/or the Rorke assets and other relevant pieces of information. But, we can request them from FINRA.

GENERAL NAVAGATE DECLARATION: - TEAM EFFORT.

For the record. Post learning of the Navagate default and prior to knowing all the frauds, I initiated and paid for the Navagate Investor Lawsuit. I negotiated the sale of a large receivable to prevent the IRS from foreclosing on the Company due to the additional taxes. This sale provided a large payment which enabled additional funds so many investors could collect their investment. It is stated that there were $1.4 million in investor losses. I do not believe that is entirely accurate, see EXHIBIT #6, page 6.7. These investors, including o'leary payoff which is not defined herein were paid in two separate payments of 20% of their original investment for a total of a 40% recoupment due to my efforts. This suggest that a majority of the people with 100% losses were in fact Greg Rorke's introductions whom were his former Students and friends.

The Middlebury team also met Greg's wife and daughter during the process and everything seemed copacetic and we had no reason to be suspicious. He was not lavish and drove a dated Volvo, he maintained a moderate office and was winding down a venture portfolio with credible partners in the same office. One being Teters the third largest plastic flower company in the US, with Walmart as a client.

During this period, Chris Shaw, who seemed to had lost his memory in all his SEC interviews, was also working on a debt financing for Mr. Rorkes Teter's Company at the time as well. This asset which was one of Rorke's solo holdings was valued at $1.2 million. WMD (our Counsel) referred us the Navagate deal, they prepared all the documents and provided some due diligence. (Middlebury's Counsel WMD then became NAVAGATE' COUNSEL during or immediately post the funding! If they had any concern's, would they have done this? I think not. One exhibit the SEC threw out was an email where I state "this is a CYA EMAIL" it was! It was WMD's post fraud email saying "we weren't responsible for the due diligence. You will see later this is inaccurate as they provided Good Standing verifications, prepared the documents, collected and provided the guarantees

WMD prepared all the offering documents. The company prepared the PPM's. Grannus (Joe Zappulla did some due diligence and prepared the 40 page Navagate Valuation which valued the Company at $20,000,000 and Rorkes shares at $4-5 plus million. See EXHIBIT # I only include the first five pages of the Valuation report. Entire report available upon request.

Teicher, Shaw, Zappulla and Robinson my multiple times with Rorke. They also brought in their investors, (absent Zappulla). All Navagate escrow accounts were opened or managed by Donna Schultz, Mike Teicher, Craig Sherman, McMillan Constabile or WMD. See EXHIBIT – wires.

WMD collected the HSBC account (I also saw it in Rorkes office) and forwarded it to us. I couldn't locate that. Again the SEC and FINRA have it . We assumed that since the balance sheet EXHIBIT also came from Counsel it and the cash were accurate. We had no reason to question it.

The SEC also questioned when we found out about the HOUSE asset being transferred. I said we didn't recall. They stated correctly that in fact it was in the private investigation report we had done. However, as I said, we did not pick up on that at the time for two reasons. One, it was entitled, Mr. Rorke residence is at X, Y and Z. As this was not a thought on our mind and we did the report for the Taxes, we primarily focused on that and were cheering it verified their were no taxes outstanding.

EXHIBIT #6, page 6.8. & 6.9 Robinson, Middlebury and Craig Sherman borrowed $80,000 from Greg Rorke and never paid him back. The funds sent from Greg to Middlebury Vermont at the request of Jim Robinson. EXHIBIT #6 page 6.10 TJim also borrowed $50,000 from Tim Lane for his FINRA Capital needs. (Everest Capital). Jim states, I was affiliated with Everest. - I WAS NOT. Jim states a payment to Everest from the Navagate Proceeds was my earnings from Navagate._ This I am not confident that was the case as I believe tJim paying Tim back.. The Rorke Loan restates Jim's relationship with Navagate and shows his character by not disclosing or paying it back. It appears as an inherent conflict. .I brought this up to FINRA's attention and it fell on deaf ears as all their efforts were focused on me.

If Jim borrowed from Greg Rorke and if Chris was helping on Greg Rorke's company Teters, they must have trusted Mr. Rorke. The irony in all this, I didn't gain here at all, but I received all the blame. Mike Teicher brought his best two clients in, he must have trusted. It was only post the FINRA audit, everyone seemed to slightly change their tune that everyone was involved and almost as excited as me about this opportunity.

This again demonstrates this was a team of trust. WMD becomes counsel, ROBINSON BORROWS $80k, Shaw does work, brings in a client and pursues another Rorke deal and Teicher meets, brings in key clients and reviews email and balance sheet as a 24 and never second guesses it

Yet, Mr. Newman refused to pursue anyone but me and neither does the SEC. (Perhaps because they counted on Newman's work.) At the same time Newman turns a blind eye to many facts demonstrated here and the others actions. He continued to suggest I was to blame, or I misled people. Again, why on earth would I mislead ten of my 10 closest relationships on a small $2 mill Bridge (We did ~ $1.8 million of the bridge).

GENERAL RESPONSE REGARDING FILE NOS. #-16227 / 3-16229

OUTLINE of RESPONSE:

Middlebury and I are the true victims of Greg Rorke's lies. We relied on many additional parties, including counsel. I understand we had our opportunity to defend the SEC accusations. However, I ask both the SEC and the ALJ to evaluate th enclosed in rendering both your financial judgment and my prior requests, The below are my responses to Middlebury and my recollection to all regarding the Navagate Matter, my overall role and responsibilities at Middlebury, my profit, and my/our dependence on the collective Middlebury team and affiliates. I hope it might alter the SEC's perspective.

1. The enclosed will demonstrate that the FINRA prosecutor needed a fall guy regarding the Middlebury and Navagate matters and he chose me versus looking at the true events and facts surrounding the Navagate Matter and other Osborn accusations. He dismissed the concept of the team and the teams efforts and intentions. I believe the SEC whom relied on FINRA's work, was influenced by FINRA's bias.
2. I will reiterate that our viewpoint of what the outstanding Navagate Tax amounts were are as we understood them to be and that it was disclosed.
3. I will demonstrate that I did NOT net a large amount of the Navagate fees as Mr. Robinson suggests. In fact I funded the expenses and the Middlebury team at a $800,000 cash loss. Sadly,
4. I will demonstrate I am for all intents and purposes completely bankrupt and that my career was destroyed as a result of Middlebury's failure to fulfill its Compliance, Management and Supervision responsibilities and a Rogue FINRA prosecutor.
5. I will demonstrate how my mental and physical health has been compromised by FINRA's false accusations, settlement statements, harassment and the continuum and redundancy of the SEC process.

6. I will demonstrate how Middlebury's Management team and the FINRA prosecutor collaborated to position me as the fall guy in exchange for each other's benefits whilst harming me with their final altered settlement statements. This negatively influenced the SEC's perspective of me from the GetGo.

BACKGROUND, FYI & DECLARATION BY GREG OSBORN:

When meeting with the SEC regarding the Rorke Matter , [redacted] and a few weeks post the SEC Oct visit. I was out of money and could no longer afford counsel. (See The therapist letter.). Hence I rushed a settlement as I was [redacted] in legal debt, in pain and they would not continue helping me. I was already ruined by FINRA over the same matter. My claims and evidence fell on deaf ears at FINRA as they already"shot" and bullied me into a settlement. A settlement that when meeting with the SEC had already influenced them. I also hadn't the capacity to function or defend myself as I was broken medically and financially as I had lost virtually everything including my license, savings, career, reputation and health, . (My marriage hangs on a thread.)

I still owe Herrick Feinstein [redacted]. I am and was so fragile regarding this issue, I never was capable of reading my SEC settlement or the MIDDLEBURY settlements until these last few weeks in an effort to finally try to help myself and my family by ending this chapter in my life.

I appreciate and respect the roles and the huge responsibility the SEC and the ALJ play protecting Investors and disarming criminals. However, we are not criminals. So, do we need so much harm? Post the Rorke demise, the other Middlebury Reps and advisors entered into a self protective defensive distancing themselves from the matters at hand, leaving me holding the bag, as Newman already set the table he was after me. Hence the SEC went after me. .

When we were first approached by the SEC, it was under the professional guise of an audit on Fisker Inc.. I share this because, we passed the Fisker audit with flying colors and it proved that I actually paid for "additional Fisker expenses" that were not accounted for. This reaffirms my character and actions and that I put my investors first versus the concept of me ever intentionally harming an investor. I invested alongside them as well. The SEC audit will attest to this.

RELIANCE ON MIDDLEBURY ET ALL:

I have been a series seven registered representative for 26 years without a prior issue or complaint. I joined MIDDLEBURY under the auspices that I would operate in a sales/banking capacity.. Jim Robinson and team would provide all the compliance, regulatory, due diligence and commercial support. (EXHIBIT #4).

Obviously that was critical to me as I had no regulatory, operational or compliance experience and was only a series seven registered rep. I had no desire to have that role as I was unfamiliar with many of the FINRA rules and regulations as I was not trained and/or registered in that capacity and I am not a detail person per say.

I was at Axiom Capital Management before rejoining Middlebury. When Robinson recruited me. I insisted Jim engage Axiom Capital's Compliance team upon my rejoining of MIDDLEBURY. Jim stated that this group didn't have a deep enough bench and that they were too expensive. (Eric Miller, formerly Stock Cop is now the Compliance officer at Axiom.) Jim picked his team.

As a salesperson I worked alongside and with the support of his entire Middlebury team, including Series 24 Managers/representatives James Robinson, Michael Teicher and Donna Schulze as well as Middlebury's outside "compliance group", Craig Sherman, Middlebury's legal entities and Wollmuth Maher & Deutsch LLP. I operated solely under the operational direction and supervision of James Robinson, Mike Teicher et all.. I had Middlebury's, affiliates, managers, 24's etc approval at every step of the way.. Please note that there was not one offering document I wrote, not one escrow account I opened or one escrow release I wrote. I only reviewed parts or signed off when advised by Counsel and/or my 24's to do so. EXHIBIT - Escrow releases which are a variety of random emails demonstrating the others involvement and direction.

The firm, compliance, my managers and the firms advisors directed and/or approved all my activities. No one ever suggested anything that I was doing was incorrect, not appropriate under my series seven registered ability or remotely unethical. It was only post the FINRA audit, when Management after learning what I assumed they knew in their titles and representations, immediately changed its policies and proceedings.

For the record, I never, ever, knowingly misappropriated funds, commingled funds or converted funds. If anything, I actually delayed payments to me in an effort to help Middlebury and/or the Companies strive. You can see this in Middlebury's original FINRA response, and if need be, mine.

I remind you that Mr Newman, his team and the SEC reviewed in excess of 100,000 emails, conducted over 30 witness interviews and ~ 8 OTR's post the fraud. They found no hard facts of validation of Newman's claims. In those emails and my 20 hours of interrogation by FINRA and the SEC I did not purge myself once. In all the above interviews and OTR's, including investor interviews combined, no one complained, no one accused me of anything. Even Mr. Robinson and his team in their original OTR and FINRA responses support these statements.

(Jim only changed his version of things in his "FINRA settlement". In actuality Jim et all reaffirmed the facts surrounding, the escrows, the uses of funds, other people's responsibilities and intentions and most relevant, my character in their OTR's and original Finra response.

In my eyes, Greg Rorke was a well educated, accomplished and proven professional. I'm embarrassed to admit, Greg became my hero. I was smitten and honored to be engaged by him and aspired to be him. (Brown, Harvard MBA, Columbia B -School Professor, Danskins and Kaplan CEO's and a triathlete...not to mention a great group of incredible friends and a wonderful sense of humor, etc.) However, I would and did not compromise my ethics at anytime. Unfortunately he also turned out to be a liar

While working on "Navagate" at MIDDLEBURY I worked alongside its affiliates and registered representatives including but not limited to Chris Shaw, Max Levine, Joseph Zappulla, Jim Robinson, Craig Sherman and WMD 100%. Furthermore in James Robinson's first responses to FINRA (EXHIBIT A) even Jim Robinson states and argues these very same points in my favor versus his statements in his final FINRA settlement that the SEC used as information. I was never managing a Branch, nor a branch Manager. When we started our E Ridgewood Ave office on or about March 2010, Michael Teicher was the Branch manager. Jim Robinson then became the branch manager. Michael Teicher was a 24 on location spoke daily with Craig Sherman of Compliance and Donna Schultz another 24. Michael Teicher, Chris Shaw, Michael Andrews, Charley Krause, and others all set in the same room. I was monitored directly or indirectly very closely.

As a series seven rep with support and approval from everyone, I have and continue to be given an awful lot of credit for Middlebury's operations, compliance, management, escrows and documentation etc. It is assumed that me having my 1987 series seven that I knew the compliance rules and regulations of Seres 24's, counsel and compliance executives. This isn't the case. . With that said, I did not and never claimed to have such knowledge. I also was not knowingly involved with Rorke's transferring of assets or altering of documents.

As a matter of fact we learned of the HSBC not being his from outside when we went to collect the assets. This is also what prompted the SEC to show an email I sent to WMD stating "RORKE WILL NEVER AGREE TO THAT" that being his wife signing the documents. This is post the majority if not all the funding being so pelted and I believe it is when we were trying to find out why the escrow agent hadn't requested this before.

In Summary, I am neither that smart or Machiavellian in nature. I owned not ONE share of Navagate. I had the most important people in my life in the deal. I initiated the Law Suit against Rorke, I paid for all expenses. I relied on Counsel et all. If anything, I am simply too trusting and in hindsight counted too much on the Middlebury team's expertise and WMD. I

I assure you, I am the guy you would want in your bunker in a war, as I would risk my life for my clients and partners.

Regards,

Gregory J. Osborn

RESPONSE TO ADMINISTRATIVE PROCEEDING STATEMENTS:

BOTH SEC & MIDDLEBURY

File Nos 3-16227 /3-16229 Admitted facts (The PG, taxes, and Our recklessness.)

1 The enclosed will demonstrate that the FINRA prosecutor needed a fall guy regarding the Middlebury and Navagate matters and he chose me versus looking at the true events and facts surrounding the Navagate Matter and other accusations. He dismissed the concept of the team and the teams efforts and intentions. I believe the SEC whom relied on FINRA's work, was influenced by FINRA's bias

FINRA BIAS:

Below are examples of others actions, responsibilities and mistakes that were overlooked and/or only identified with me. I provide Middlebury's own words from their original FINRA Response that argue many of my very points.

EXHIBIT #1. I provide as evidence in this to these claims the following, Middlebury's FIRM's RESPONSE "Corrected Copy." Associated with issues applicable to this discussion.

Bi and B ii specifically pages 1,2,3,4,5 regarding escrow accounts, operating role and supervision.

B iii Pages 6 & 7- Regarding complaints. - there were NONE.

B v - Pages 8 & 9- Regarding my current education, untrue. There were two snowstorms two appointments in a row where FINRA closed it's NNJ testing facility and extended any time requirements.

B vi & vii. Page 9- Restricted list and Bacterin sale. I requested approval before any sale and I only maintained accounts a one brokerage for which they were current.

B h Pages 15 & 16- Regarding Middlebury Managements failure to supervise regarding loans. In addition to these responses, I provide evidence I insured loans for Teicher, Robinson and Shaw at times, while not taking my own loan.

OSBORN REPAYMENT OF NAVAGATE INVESTORS and CONVERSION:

It has been stated by FINRA and the SEC that in fact Greg Osborn personally used funds to repay his hand selected clients. This is absolutely incorrect. It has also been stated these were GREG OSBORN's clients. In fact, Mike Teicher had a $100,000 note from Mr. Daly that was never discussed and was a factor that Kevin Daly was a FIRM client, not a Greg Osborn client.

See EXHIBIT #2 pages 2-1 thru 2-5 the Teicher loan from Daly. As a matter of fact, Kevin Daly introduced Teicher to our firm and when Mike Teicher defaulted on his loan to Kevin Daly, as per this email Daly asked me to assist with handling the issue. I believe this loan was not proper with Middlebury or possibly not on Mikes regulatory filings. I think the statements to Mr. Taggart and Mr. Daly display Mikes true mode of deception as he falsely states he used Kevin's loan to pay MR. Taggart. But Yet FINRA overlooked all this.

In further example of this, I ask you see EXHIBIT #2 page 2.2 -2.6. This was a questionnaire created by FINRA to speak with OSBORN customers only! It was received intimidating by investors and accusations like $3.5 million in undisclosed taxes that were not accurate. He also positions things very biased.

NAVAGATE - OSBORN INVESTORS CLAIMS by Newman/Teicher

FINRA's notes regarding the opening Branch Interview with Mike Teicher.. EXHIBIT #2, pages 2-7 - 2-8. You will see email review is discussed. Mike Teicher is queried regarding time spent in Florida office. Mike absolutely misrepresents he splits his time there. Mike as the "24" visited Boca but two times a year at most, once again demonstrating his mode of operation and deceit. Shaw and team confirm Chris Shaw's role is "Due Diligence." (denied by FINRA, Chris and SEC post fact. Again all FINRA questions surround Greg Osborn – not others

FINRA's notes regarding the Mike Teicher Call/meeting. EXHIBIT #2, pages 2-9 – 2-12. It is titled "List of investors dissatisfied (Osborn's customers.)Mike reviews HIS interpretation of possible discussion with my clients that I believe are not accurate for the following reasons.

1. Tim Lane was a 15 year client. Post this, I brought him onto BoardWalk Frozen Treats advisory Board. He accepted roles in Castelmac and Middlebury in an advisory roles as well. In 2012, He brought me his Company True Drinks to be the banker. Tim has lent me money in the last year. Tim loaned Nuvel and Jim Robinson money. See EXHIBIT #4, 4-1
2. Maurice Werdegar. Maurice and I had worked on many projects successfully. He was also lending my other portfolio Company, bacterin $15 million at the time. We had an amazing relationship and he referred his counsel in my next project.
3. HAWKSTONE GROUP. Mike Andrews the CEO is my dear friend and was part of Middlebury and sat next to Mike Teicher, Chris Shaw and I every day. This is a complete misrepresentation. Mike and I remain very close today and we each speak with MR Teicher only when HE needs something. – like every six months.
4. David Raisbeck and I have a long history. David helped fund the receivable that helped us get $1 million back for investors. David also invested $3 million with me in Fisker post. Mikes lawyer simply expressed his interpretation, not David's. FINRA later followed up with Raisbeck and he would not confirm negativity towards me.

5. Murat Aktar. Murat lives in town with Chris, Mike Andrews and I. Murat met Greg at our Christmas party and liked him very much. We all contributed to Murat's investment as he visited our office. Yes he was angry at the situation and he was going through a divorce - but he was not mad at me. I consider him a friend and a firm account.
6. LAWSUIT. I initiated and paid for the first part of the law suit as Middlebury would not step up financially nor would Chris or Teicher contribute any cash. Teicher was at odds with me during this interview, so he was biased, protecting himself as well as misleading..
7. 7. RCi Limited. (Jonathan Segal) A dear friend, he also has lent me money post.

8. Adam, Ralph and Greg Baker. Teicher states they were handed off to me. This is a complete exaggeration. Adam hated speaking with me (I think he is the source of all this) and Teicher and Ralph. Ralph introduced ADAM to Teicher and Teicher and he spoke daily. Greg Baker was Chris Shaw's account. Chris being a due diligence person was uncomfortable managing the delays. That is when I held assisted Chris with Mr. Baker. Ralph has worked with me since.

File Nos 3-16227 /3-16229 Admitted facts: #8 Misrepresentations Regarding the Use of Proceeds of the NAVAGATE Notes. - CONVERSION 1.

EXHIBIT#1, page 21 in Middlebury's response to FINRA"s Corrected Response clearly demonstrates our position that this is not accurate. Furthermore, it has been stated that these were Greg Osborn's clients and they were "hand selected clients of Greg Osborn". This is absolutely NOT true. One of the four investors was Jim Robinson's client Mr. Andrew Wynn. Two others were the firms, one being Mr. Daly who was introduced to the firm by JIM ROBINSON. Mr. Daly also lent Mike Teicher $100,000 prior to this and introduced Teicher to me, (EXHIBIT #2, pages 2.1 - 2.5.)and Mr. Daly was introduced to Middlebury through Jim and funded Jim's "bank" post fact as well as other opportunities. Mr. Lane was originally my contact, however he agreed to a Middlebury Advisory role EXHIBIT #6, page 6.10 joined Jim's Middlebury Business Development and lent Jim and Middlebury funds to meet FINRA equity requirements. (The same funds Jim claims are my income. Tim met with Greg Rorke and was going to be a Navagate Board member post funding. The fourth investor, client Curt Brockelman was predominantly my client and referred Middlebury a lot of business but worked with Jim and chris as well.

These FOUR investor notes matured and were the ONLY ones associated with the loan outstanding at the time. The Company, the BD and the Counsel all agreed paying these maturing notes was the most appropriate action. The Company had more then this amount of cash flow at the time, but it was easier to simply make sure everything happened appropriately. Yet again, Newman says "it's all Greg Osborn"- it's CONVERSION and its favoritism of Greg Osborn only.

There was NO conversion

*** Robinson also claims that Lanes repayment was MY income when Middlebury paid Everest Partners from the NAVAGATE fees.. Tim Lane had lent Jim/Middlebury money through his PERSONAL fund. Everest. I have nor ever nor do I have an interest in Everest.. Tim is a pro. He was the CFO of Pepsi, Pres Yum Brands intl etc etc.,

This entire conversion and select prepayment is an insult also so are Jims Claims as people, lie Alan Miller, Greg Rorke (Of all things) and Tim lane lent MIDDLEBURY/JIM funds on MY word... As Jim was constantly desperate for equity capital and/or needed to make payments. Unlike me, who mortgaged his home, sold stocks and liquidated his SEP/IRA on Jim's "word." Jim never borrowed from his wife's TRUST, sold assets or mortgaged his WIFES house or liquidated his SEP/IRA. I did 100%. By the way... Jim has NEVER paid back MR. Rorke the $80,000 MIDDLEBURY borrowed ...

REPAYMENT NAVAGATE LOANS:. These were APPROVED by Counsel. The notes had MATURED and the Company had adequate cash flow that quarter, however, The Company, Middlebury and Counsel directed and agreed it was best to simply fund the MATURING notes from Escrow to prevent any DEFAULTS.

Mr Cioffi: Mike states Mr. Cioffi was repaid. This is ironic, as when any prior repayment was made, Mr. Newman made wild accusations that 1. They were my clients, 2. That I hand picked you was paid. In Nuvel's case, he states only one person 'Daly" was repaid. Incorrect. NO SECURED NOTE HOLDER WAS REPAID. He did a short term operational pre funding/unsecured loan and he was a co founding shareholder. This was NOT part of the offering. Yet Series 24 Mike Teicher isn't sighted for repaying his investor, when in actuality he received priority in this situation.

MIDDLEBURY EFFORT – NOT JUST GREG OSBORN. It has been suggested by FINRA, the SEC and then in Middebury's Settlement that I acted alone at times.

EXHIBIT ONE in its entirety, in matters surrounding Middlebury and Navagate, clearly demonstrates I was NOT acting alone, but with the approval and cooperation of the Middlebury team. These are in Middlebury's own words.

ONE B. EXHIBIT #3 provides a look into the COMPLETE team effort as a firm and in our Middlebury Navagate effort. First and foremost, there were 31 investors. Fifteen of these were exclusively my relations. The rest were Greg Rorke's, Mike Teicher's, Chris Shaw's, Jim Robinson's or the firms. I highlight my clients on the left of the investor name on page 3-1 EXHIBIT #3.

Page 3-2. Amongst other contributions, these email demonstrates Mike Teicher requests and receives Mr. Rorkes balance Sheet from Counsel. I too received this from Counsel as did all the firm did directly or indirectly. The SEC claims I, and only I reviewed this and other things and that it was insufficient. Again, this is NOT my area, I relied on the fact that these documents were from Counsel and sent to our Managing 24. As no one said anything I assumed they were accurate and dependable. In addition the firm accepted these as well. Yet, I am the only one mentioned by FINRA or the SEC regarding this matter. I know Shaw reciewed these things as I paid him $10,000 a month base to do so.

EXHIBIT #3, pages 3.3 - 3.8 again demonstrate the 'Firm Approach" WND's invoices highlight the activity with NAVAGATE documentation, escrow and investors by WND, Chris Shaw and Charley Krause

EXHIBIT #3 pages 3.9 & 3.10 demonstrate WND's issuance of a "Good Standing Certificate.'

EXHIBIT #3, pages 3.11 3.21 - 3.25 demonstrate the Zappulla's due diligence effort and valuation report. (Report available upon request.)

EXHIBIT #3, page 3.15 demonstrates Donna Schulzes continued maintenance of paperwork, interest and other miscellaneous responsibilities.

EXHIBIT #3, pages 3.16 - 3.19 clearly demonstrate the involvement of Counsel (WMD). Counsel introduced us to the deal, Counsel insisted we bank the deal, Counsel participated in many aspects of the due diligence aspect and lastly..... Counsel became NAVAGATE Counsel POST the fundraising. This continues to express their confidence in Greg Rorke, Navagate and the loan. Yet again, it is all Greg Osborn

EXHIBIT #3, page 3.20 again shows Mr Chris Shaw's responsibility to review the documents with Counsel and in this case a client. I was not very active in this regard.

EXHIBIT #3, pages 3.26 - 3.30. This is a Middlebury Report created from VERMONT. It was created on a Jim Robinson Template. I believe the work was done as a combination of input from Chris Shaw, Joe Zappulla and myself. I think it was produced by Max Levine and of Course Jim Robinson and Compliance needed to approve it. Yet, the prosecutors claim Greg Osborn did everything, accused no one else as does Middlebury in their FINRA agreement. (Again this is completely the opposite of their claim in the FINRA.

EXHIBIT #4, pages 4.1 - 4.9 ARE CRITICAL PAGES in both the FINRA SETTLEMENT and the direction of "blame" on me and that I operated alone. Pages 4.1 7 4.2 specifically describe Middlebury's Processes and Responsibilities. This is in early 2010. It is then updated by Robison's key assistants, Mr. Max Levine and Craig Sherman. AS you will note, Greg Osborn is responsible for one aspect – Compensation. Jim and team again take responsibility nd direction for Due Diligence, Deal Management, Deal Record keeping, (Specific to Vermont and Bacterin and NAVAGATE.) VERMONT, Jim, Craig nd Compliance were responsible for Compliance.

EXHIBIT #4, pages 4.6 & 4.7 is a NAVIGATE GANTT chart dated 9-14-09. It was written by Jim Robinson. It clearly demonstrates his involvement and leadership at the firm and with Navagate and in general. . It further suggests his active involvement and knowledge of the opportunity. (He attended multiple in person and telephonic meetings. It further demonstrates the involvement of the whole team, excluding Chris Shaw and Counsel who became very involved post. Yes I did due diligence. But it was checking with business partners. I spoke with HSBC's Asian managing partner. (bill something) Bill confirmed everything and as soon as Navagate was funded he was going to leave HSBC and join Navagate. The CTO of NY Life said and I Quote "This is a Co-Op. I have to our kids through college. I get laid to higher IBM. So I am taking a risk because I thinK the product is that good. Similar comments from Mutual of Omaha etc. I say in on numerous new Haines calls with President Wayne Kapla and Nvagates marketing team. It was as real as it gets...

EXHIBIT #4, Pages 4.8 & 4.9 demonstrate who provided the Due Diligence list requirements and managed the weekly meetings. Note Navagate again is mentioned.

EXHIBIT #4, Pages 4.10 - 4.15. Clearly reiterate WMD's active role, as well as continued efforts by Donna Schultz, Chris Shaw and Charley Krause.

In summary, the entire Middlebury team contributed to the Navagate effort including at times independently opening the escrow accounts, created and or reviewed the offering documents, writing the research report, doing certain due diligence, preparing the valuation report and collaborated their efforts with Counsel. Yet again, Newman let everyone else fly and it is suggested I acted as a lone wolf by the regulators and Middlebury in their "Changed settlement.". Ironically, as you can see, I couldn't write a research or valuation report or offering document, just look at this response?

FYI: Both Tim Lane and Charles Resnick, two Middlebury advisors met with Greg Rorke and were going to take Board seats post the Audit. . A large percentage of my investors met with Greg Rorke personally. Rich O'leary's brother went to Brown with him. Contact information available upon

SEC FILE Nos 3-16227/3-16229 Administrative Proceeding "The admitted Facts.

 # 2. I will reiterate the outstanding Navagate Tax's were as we understood them and to be and as they were disclosed.

NAVAGATE OUTSTANDING TAXES:

FINRA claims there were ~$3.5 million dollars in undisclosed taxes. The SEC claims there were ~$1.5 million. We described in the offering documents, not once, but twice including in the "use of proceeds" section directly above the signature page. (Offering Documents.)

The SEC has EXHIBIT #5, pages 5.1 & 5.2 the law firm issuing a "Good Standing Certificate" (Found no taxes.)

Page 5.3 is the IRS information available on 4-19-11. Ms Sun confirmed this in a call and it is consistent with our records.

EXHIBIT #5 Pages 5.6 7 & 5.7 are copies of the Bills paid for a private investigator who identified all of Greg Rorkes personal federal and state taxes were paid in FULL as of April 2010. The SEC has a copy of this report.

EXHIBIT #5 Is an email discussing the approximate discovery that there were additional taxes filed. Again, the 4-19-11 IRS report was the ONLY AVAILABLE report at that time to the public.

HISTORY for #2. Post WMD's original work, one of our first potential investors, Harborview discovered that there were Taxes outstanding. This prompted us to search further and when we engaged a private investigator and paired that up with the IRS information at the time to identify the $1 million mark. This was the best we could do. I have never seen the factual evidence (available at that time) to prove the taxes were more than the $974,000. Furthermore, even if they were, we demonstrated good faith in our identification of what we understood to be outstanding.

2. I will reiterate the Navagate Tax issue was as we understood it and it was disclosed.

RORKE PERSONAL GUARANTEE (PG)

This is the Crux of the Navagate matter. A few notes, as per the valuation on EXHIBIT #3, pages 3.21 - 3.25 Rorkes NavagateOwnership was valued at $4 mill. His Teters ownership was valued per Audited numbers we received in excess of $1 million, but he placed it at $750,000 on the Financial statement. His home was worth $1.3 million and a HSBC account was valued at around $5 million plus cash. This is on his Personal Financial Statement.

It has been argued that we knew prior to 2011 that he had transferred the ownership of his home to his wife as peer the "Private Investigator" report discussed in the prior EXHIBIT #5, pages 5.4 & 5.5. As per our discussions. Yes, we received the reports in 2010. However no one picked up on the Home transfer as it was a inconspicuous line below where he "Resided". The reason being, we did this in a desperate search to prove the Tax issues were addressed. - they were. It wasn't until later, Mid 2011, that we learned of this asset transfer. EXHIBIT #5, pages 5.6 and 5.7. It was the combination of this fact and the learning of additional taxes created in or around 2011, that we immediately resigned.

In my hearings with the SEC, they mentioned two issues surrounding emails. 1. "I guess we are getting a "Wells letter" and two, "Greg will never get this done," or" Greg will never agree to this." Although I wasn't functioning well at the time I regret not responding as follows. To one, yes I emailed this, we were in a room listening to FINRA's bogus accusations, which ment this wasn't ending anytime soon. And Two, I believe that was POST defaulting and Greg not co-operating with the Escrow agent in putting various assets in a trust.

Let it be know, I had never done a PERSONAL GUARANTEE before. Hence, I relied completely on Middlebury management and Counsel. We received the documents from Counsel, we had NO idea one was transferred and the other was altered. I/we had no reason to doubt Rorke or Counsel at the time. As I stated earlier. In a CYA email in which I replied to a post issue email from a defensive Counsel regarding that they weren't responsible for due diligence. – well, as in all these examples I think it is clear that wasn't the case or it was easily misunderstood. Yet prior, management didn't

say anti thing and WMD, our Counsel became Navagate Counsel. That makes a street about thei comfort and excitement level.

My role, experience and know how was business due diligence. I interviewed key clients. It wasn't just Greg Rorke and/or these major clients. The President of Navagate, Wayne Kaplan was also a proven executive. He confirmed the Business to our entire team. See EXHIBIT #6, page 6. Wayne constantly affirmed the opportunities and reiterated in this email alone that a $3 mill payable from HSBC was coming . Many documents regarding tax payments were also provided by Jack Langstein the CFO.' Yet FINRA never mentions their aiding and abetting. Just implies it was us.

Continuing down the path of trusting and depending on your partners and team. No one at the law firm, Middlebury or otherwise suggested additional diligence on the assets. Again, this wasn't my role, nor did I gather them, yet I am the "accused', I lost my license, I have had my reputation and perfect career destroyed and not one other person has been held accountable, other then Middleburys' compliance penalties.

I will also add this, as only being a series seven rep, never being an escrow agent, legal Counsel or having a compliance background this was not my expertise. Even if assets were co-owned with his wife, I would honestly think they are at worst case split 50/50. In example, I see the SEC requiring everything on my wife regarding our assets. The bottom line, I did not write the offering docs. I did not write the PPM, I did not gather the asset documents. I followed Counsel and Middlebury leads. Jim Robinson et all approved and reviewed every document. With all this being the case, I never gave a second thought that this was an issue originally and passionately believed in the Personal Guarantee and Navagate.

RESPONSE to:

MEMORANDUM OF LAW OF RESPONDENT
MIDDLEBURY SECURITIES LLC
IN OPPOSITION TO
THE DIVISION OF ENFORCEMENTS MOTION
FOR SUMMARY DISPOSITION

3 I will demonstrate that I did NOT net a predominant amount of the funds as Mr. Robinson suggests IN HIS MEMORANDUM and that in fact I funded the expenses and the Middlebury team.

Robinson claims Mr. Osborn and others gained on the Navagate Transaction. I remind Jim as demonstrated EXHIBIT #8. Pages 8.1 -8.18. This is absolutely NOT correct.

In another monster demonstrative example of my "trusting" nature, Jim and I entered into an agreement that I would earn 50% of the firm and my expenses would paid back over time as the firm became profitable. We had started the "accounting" just before the AUDITS started. EXHIBIT #8 Pages 8.22 - 8.24 During the years from ~ March 2009 – Through May 2011 we had no Ridgewood Checking account. Hence all funds were sent thru my Citibank account. From it I paid salaries and bonuses associated with deals, background reports, CSC, industry services, legal, FED EX deliveries, COPYS, - I paid for the COPIER, the Consultants, Air, Hotel and car for employees. I paid for the, phones, rent,, furniture expenses, insurance and some Middlebury Vermont Expenses. Including their NY Office Rent and Max Levine's Educational classes etc.

In 2009 I sold my stock holdings and borrowed on my HELO as expenses exceeded income. 2010, I again used HELO funds and liquidated my SEP/IRA Exhibit #8, page 8.2. $57,900.

Specific to the 2010-2011 Navagate offering, one needs to look at 6/2009 thru 6/2011 as these were the expenses including employees that provided the firms operations and Navagate Expenses.

2009 ~$106,000 ~30% Navagate Efforts **$31,800**

2010 ~ $372,000 ~20% Navagate efforts **$74,400**

2011 ~ 219,000 ~15% Navagate Efforts **$32,850**

Total $772,000 To Middlebury efforts **$139,050**

There was more in 2012

NAVAGATE SPECIFIC: $189,050

% of above for Navagate $139,050 (In 2009 and 2010, it was higher %)

Beau Dietl and Assoc $11,500

Add WMD NAVAGATE Legal $38,500 (Lets low ball is 50% for Middlebury of ~$77,000 (paid) EXHIBIT #9, page 9.1

$189,050. Again, this does NOT include the fact that I poured it and more (almost $900,000)l into Middlebury for expenses and operations in this time period on behalf of Middlebury, its affiliates, employees and/or reps. See EXHIBIT #8, pages 8.1 - 8.18. Page 8.18 represents where I broke and drew the line and Jim acknowledges I can't take anymore risk. This is when some costs began to come out of Middlebury Vermont vs. Me. However, I continue to pay bills.

4 I am for all intents and purposes bankrupt and my career is destroyed as a result of Middlebury's failure to fulfill its Compliance, Management and Supervision responsibilities and a Rogue FINRA prosecutor.

As per my financial filing being finalized to the SEC, I currently have a NEGATIVE net worth of $1,499,111 dollars. See EXHIBIT #10 page 10.1 - 10.3. Due to the limitations of the "Bad Actor" and the additional SEC limitations, I have been unable to get a reasonable job. The FINRA language has caused the discontinuation of my credit cards (2014 – see EXHIBIT #10 Page 10.7). it was cancelled for "Reputational Risk!" I had a job, then the additional SEC language caused me to lose that and any opportunities in the Fund business. The FINRA language and additional penalties along with the perverse FINRA language prevent virtually anyone from hiring me.

I owe the IRS [redacted] as I needed that to fund my legal issues here and my life with very little income as a result I have been labeled Currently Non Collectible by the IRS EXHIBIT 15 Pages 15.10 - 15.15

I have defaulted on my mortgage and we are in pre foreclosure EXHIBIT #15 page 15.9 . You will see [redacted]. I had to purchase a Nissan on outrageous rates and have other bills (EXHIBIT #15) on prior cars etc. I haven't [redacted] I [redacted].

This is all the result of Middlebury's failed management, compliance and direction of my activities while at Middlebury. Add the fact that I contributed $800,000 plus in expenses previously discussed. EXHIBIT #8 outlines these expenses. I was asked to provide Jim, Middlebury and its reps funds. I funded ½ of Jim's legal costs for his IRA $20,000). EXHIBIT #9 Page 9.7. I put $300,000 in Nuvel alongside all my investors. (it was all known by my clients and why they invested!) I then funded Nuvel an additional $160,000 in 2012 to keep it operating. I brought in the CEO, identified a successful merger and new investors to save the company – ALL FOR FREE. Unfortunately I had to resign from my Board seat there as well due to the bad actor rule..

I also co founded Boardwalk Frozen Treats (Baskin Robbins Groceries from Dunkin Donuts) in 2012 with the former EVP of Strategy of Kraft Foods) I lost this Board seat as a result and was forced to sell my holdings the last two years to stay alive at and at an 80% discount of the expected value in 2-3 years. See www.BOARDWALK FROZENTREATS.COM The sale document can be seen in EXHIBIT #15, page 15.18

I spent over $240, ,000 in legal fees defending myself due to Robinson's mismanagement and his lawsuit against me.. Jim got wind of my intention to sue him and Middlebury. He quickly sued me. As this is FINRA, I was unable to sue him for the above until the latter was settled. I

couldn't afford to pay my FINRA suit and Middlebury suit at that time, so I elected the FINRA suit.

Jim used this as leverage to keep my share of the $7,500 monthly Rymed Consulting retainer and other funds I had earned prior to leaving. His suit was completely bogus and inconsistent with his OTR. He kept my money and used it against me to fund some of his legal so he wouldn't need as much from his wife's family trust fund. Which poses the question... Why do I need to produce my personal net worth details and 5 years of tax returns, checking accounts etc and he not? I have nothing, he lives in a paid for home!

Jim also requested that in our Fisker closing in 2011 that I pay approximately $45k of Middlebury's accumulated legal bills with the Fisker money. - I politely acquiesced. What a sap.

In this EXHIBIT #9, pages 9.4 - 9.8 and EXHIBIT #8 pages 8.18 - 8.26 that demonstrate a few of the many request from Jim and Craig Sherman his finop manager asking me for money etc. The pressure was immense. In my accounting request of 2011 Craig Sherman was preparing the Osborn/Middlebury expense records for future repayment and going to provide the Middlebury Audited numbers. Unfortunately as the FINRA/SEC audits began we never finished them as per EXHIBIT #8, pages 8.16 - 8.27n the 2012 catch up emails from Craig. So I have know what Jim made or if he was paid outside the firm. EXHIBIT #9 Page 9.7 I illustrate the "Freeride is over"

Newman concocted a accusation that I stole money. This is a complete and utter creation. No one ever said a penny was missing anywhere. All the audits showed I paid in more then I ever took out and worse yet, Newman cost me months of time and tens of thousands on this fictitious charge of theft. All managements wrote letters on my behalf confirming this was bogus, yet he publicly declared I stole money and used it for my personal AMEX. EXHIBIT #9 pages 16 & 17 illustrate only part of this and I did a phenomenal and passionate job for them.

FINRA was frustrated I didn't steal mis use any funds nor did I take any gifts or stock. Regardless, FINRA made me produce every $1,000 deposit and expense for a 4 year window. EXHIBIT #(pages 9.9 - 9-12 is only an example of the months and long tens of thousands in expense. Newman could never demonstrate why he did this and he had the audacity to consistently say, either, "I know he is a bad man." Or 'its harder to prove a negative" this man is EVIL..

Also EXHIBIT #13, pages 13.2 -13. 4 and EXHIBIT #9 page 9.7, you will see "Willi's $100,000 mentioned a few times. Jims client, 8888 defaulted on a trade. It costs us a lot of aggravation and prevented Jim from paying back Lane on time and Rorke. I do not recall the $100,000 ever showing up or being disclosed. Yet OSBORN is the "bad guy" and no one else.

Robinson's (note these are changed words from his OTR and FINRA response) states in the FINRA SETTLEMENT that I converted funds. I will simply say this is not true. Please see the prior and his FINRA response. I provide EXHIBIT #16 which are examples of all the parties that directed, opened and approved escrow accounts. There were 30 to 40 Escrow releases completed at least during period Newman questions,. Yet, he only elects to make accusations on the nine that I signed. Again, I never opened a bank account, I never wrote a release and I never signed a release with out the escrow and the Company. See Robinsons original FINRA responses. All conversion accusations are 100% manipulated by FINRA and choreographed in the Newman MIDDLEBURY settlement to harm me. Specific to the $125,000 one, EXHIBIT 9-18 clearly states a $10,000 a month payment. It also had expenses from the Bacterin offering and it was argued in FINRA Responses, all managements took my side and the documents prepared by Counsel.

5 I will share how my mental and physical health has been originally harmed by FINRA's false accusations, settlement statements, harassment and the continuum and redundancy of the SEC charges have worsened [redacted] and well being .

EXHIBIT #11 is self explanatory. I include letters from my therapist Dr. Martindale and one of my pulmonary Critical Care Expert Dr. Choi. [redacted]. The bullying, fear and harassment created by Mr. Newman's actions caused great anxiety within me. (NOT BECAUSE I DID ANYTHING WRONG) but because he continually harassed me and was clearly out to get ME. The OTR's demonstrate he spent 30 –50% or more on questions to others about me versus issues with the firm. He sent 132 accusations to us, most about me, most of them exaggerated, misguided or fabricated. My medical records will demonstrate the many visits to the doctor and hospital for [redacted] due to his torture and abuse. He harmed me.

Newman had one goal. Shut us down, bankrupt us and find someone to take down. During this my dad [redacted]. I was the main caretaker as I live less than a mile from each.

[redacted]. The stress was mounting. [redacted]

[redacted] caused by the stress due to the intense harassment and bullying by Middlebury and Newman.

Middlebury's mismanagement, collaboration with FINRA and Jim's lawsuit and self serving actions were of enormous expense and loss of income and a future. I still don't know what I will do for my family and the truth is they are financially better off with me dead as I have always prioritized the life insurance

See DR Martindale's letter. THIS IS COMING I was unable to get it from him by 5:00 pm today. I can't wait any longer and need to get this out to you all. I will send Tuesday.

I truly don't know if I will ever recover and I am on three serious medications and quite damaged.

6 I will show that Middlebury's Management team and the FINRA prosecutor collaborated to position me as the fall guy in exchange for each other's benefit, whilst intentionally harming me by altering the language in the settlement statements. This negatively influenced the SEC's perspective of me from the GetGo.

Simply comparing ALL of Middlebury's employees, management and representatives original FINRA OTR's (available upon request) and Middlebury's Corrected Copy FINRA Response EXHIBIT #1 to the statements in all the previously received ALJ and SEC Middlebury and Robinson Responses, Statements, Declaration and communications as represented herein and as spoken in the FINRA AWC or "Middlebury Settlement" demonstrate the **complete reversal** of sworn OTR testimonies and KEY Previous FINRA responses to that of the language prescribed by rogue FINRA prosecutor Mike Newman and then agreed to by Middlebury and management is clearly a collaboration of efforts to ingratiate Newman's career, bonuses and/or reputation and minimize Middlebury damages, including preserving Middlebury the institution, various management licenses, fines and penalties in exchange for victimizing and harming Osborn financially, mentally, reputationally and destroying his career.

The pressure of the hearing increased. Yet, there was no evidence that there was one investor complaints or of the serious accusations he made. Previously Robinsons and my attorneys were collaborating on our FINRA negotiations, only to be surprised by a sudden, non cohesive and unexplainable (at the time) "Settlement". Which set the final stage for Newman to deliver the his final pre hearing blow to Osborn. Just as my dad Died, Newman informed us our hearing would go from 2 weeks in April to additional weeks in September.

My attorneys then wanted $300,000 immediately Pre Trial and then $200k post and then an additional $200 - 300k come September, totaling another 700,000 dollars.

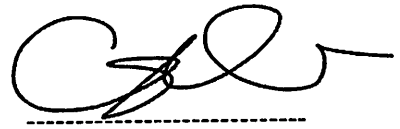
Game over for me. Mr. Newman had won by dealing me the most contrived, vindictive damaging, I'll accusations that intended, emotional, physical, mental and financial harm. Yet I had never even met the guy other than my OTR .It is an embarrassment to the system and my children almost lost their dad because of it. It is these and other statements that I am confident influenced the SEC's perspective and led them to hunt me specifically versus looking at the Middlebury teams collective efforts.

I would like to point out that Newman's team OTR interviews and efforts were focused 33% to 50% or more on my actions and not the facts. As a matter of fact, multiple parties told me Newman left the their OTR abruptly and angry that he could not identify anything negative on me or my character. This further supports the evidence that many if not all of Mr. Newmans twists

It is these events coupled all coupled together as to why I folded my tent and settled with Newman, and the SEC.

I wish it wasn't true, but my wife has now become depressed. Very simply our lives have been shattered due to Middlebury's lack of proper controls Newman's unethical, selfish persona and lack of process and oversight, which left me DOA when meeting the SEC

Thank you for spending the time to hear my side of the story and considering them in your considerations of my future.



GREGORY J. OSBORN

RIDGEWOOD NJ 07450

September 2, 2016

I do ask for you to please consider changing some of the language and penalties and help give me a second chance. Reducing the complete bar (For optics and removal of bad actor) and the other limiting restrictions added. I could at least regain some self respect back and try to salvage my life and family.

EXHIBIT C

Received(Date): Tue, 27 Sep 2016 14:33:37 +0000 (UTC)
From: btaylor@synergybb.com
To: Greg Osborn [redacted]
Subject: Re: PLEASE READ. Fwd: Opportunity

Hi Greg,

I am confident that you would be good at the job but I am concerned about the negative connotations for Synergy with people looking at the SEC article, especially if there would be someone that is disappointed (as happens to anyone) then they may look for a reason to be more upset and would likely find it. I wish things could be different because I think it would work other than that but that's a risk I don't feel comfortable with. thanks,

Blake Taylor
Synergy Business Brokers
([redacted]
www.SynergyBB.com

From: Greg Osborn [redacted]
To: btaylor@synergybb.com
Sent: Tuesday, September 27, 2016 9:59 AM
Subject: Re: PLEASE READ. Fwd: Opportunity

Blake,
Hi again. This is a terrific week for my schedule for us to get together.
I am convinced there are ways we can do this in a test faze that will enable you to see how I do.
We can do it in a low key matter to give you time to review.
I have reviewed the competing groups in the area and i am convinced you are the best solution.
Lets at least meet in person. I have too much energy, too many partnership opportunities for us, etc.
There is NO downside to a cup of coffee. The SEC search with effort can be dropped substantially lower, where it isn't an event. It is there due to no effort t address until now. - it wasnt time!
;-)

I know I have a good job. However, I want to BUILD a business around my Network and experience. I am convinced I can do it with you. to get 50% of my success would be AWESOME for SynergyBB

Let me know,

Thanks
Greg
On Sep 26, 2016, at 10:35 PM, btaylor@synergybb.com wrote:

Greg,

I don't think I can move forward with it right at this time. I think it will take some time on the google search issue and in the meantime you do have career where you are, so probably best to focus on that at the present time. I do appreciate your interest but I don't think I can move forward at this time. thanks,

Blake Taylor
Synergy Business Brokers
[redacted]
www.SynergyBB.com

From: Greg Osborn <[redacted]
To: btaylor@synergybb.com
Sent: Monday, September 26, 2016 7:24 PM
Subject: PLEASE READ. Fwd: Opportunity

Please retract the prior response. It was sent prior to spell check
Below is the cleaned version

> Blake,
> Hello. I understand your hesitancy. However, there are many remedies to the Google search concern.
> Again, reference the SEC issue. It is a "no admit and no deny. settlement, as I ran out of funds and one is not entitled to counsel as it is not a legal process. It was NEVER ANYTHING CRIMINAL. The SEC is a "administrative process" is non a judicial process with a judge, jury et. Only things that are criminal, theft, fraud etc go to DOJ.
>
> Looking ahead, I greatly enjoyed the call as well. I am excited about this business.
> The SEC issue only shows up on top of a my search currently because it has been the only thing viewed recently, as I haven't done other activities and/or made an effort that would fix this. I wanted to wait until it was over. Hence why I have not addressed it to date.
>
> Now, that the CEO Greg Rorke of Navagate went to jail last week after admitting his GUILT. (I wish he had done this 2 years ago.);-) I can now address my public Google search. As soon as I pay to have organization address my google search, this page will be pages down any search. The

service is about $6k. I also have friends in the PR world whom will assist in placing my name in articles with greater viewership volumes to help move it down even further.
The current Google search is not me or our future. Success is our future.

I am not desperate. I have a $150k base plus up to $300k additional in bonus here and I have company stock.

So, why am I not staying? Because, I have the stock if it works out and if it doesn't work out then it will be too late to rebuild a career. Aka I am too old to bet my life on a start up!!
I am more interested in a career that I can continually grow into and that I am able to contribute so much to from my network, my sales process knowledge and my my financial experience.
I am very confident of what we can do together and that this digital issue will not be a factor or in play. We can post my LinkedIn account on your sites bio to jump start people to "me".

I can spend the funds on a service to clean up the current google search, get higher viewed articles created etc.

I have been waiting for this period of my life (this issue being over) and to relaunch. Someone will be my partner here and based on our discussions, I hope it is you.

I sent the letter that I sent to the SEC Administrative Law Judge to you as well. Just read page one.

All of my past CEOs, investors, the law firms and all my referrals will attest to my morals, drive and capabilities.

On a personal note. I have built companies before I can help you and Synergy in many ways. I have recreated myself multiple times. I will assist you and the Synergy team in exceeding its goals and have fun at the same time.

A belief a personal "one on one" would be very helpful in understanding all the above. I know I would be a valuable addition to your team.

Prior to reading your email, I was already thinking about how I could promote SynergyBB. I am a good public speaker etc.

Blake,
I am not my current "SEC Google search"

I am all I presented and more. Cheers,

Greg

Please excuse typo's. Sent on mobile device.
Gregory J. Osborn
[redacted]
F 646 514 3980
Twitter: @Gregosborn
Skype: GregjOsborn
Linkedin: https://www.linkedin.com/in/gregoryjosborn

"If you want to improve, be content to be thought foolish and stupid. - Epictectis

On Sep 26, 2016, at 3:57 PM, btaylor@synergybb.com wrote:

> Greg,
>
> I enjoyed talking with you. After we spoke I took a look at the SEC report and I want to think about this a little more before we get together. I do understand how it can be possible to be duped by a seller or buyer and I am sympathetic to that. However I think it might make it more difficult to get assignments with this coming up as the first item on a search of your name and state, and I'm not sure how this could be changed or rectified. So I'd like to think about it a bit before confirming a time to meet so let me give this a little more thought and get back to you on this. thanks,
>
> Blake Taylor
> Synergy Business Brokers
> [redacted]
> www.SynergyBB.com

From: Greg Osborn <[redacted]
To: btaylor@synergybb.com
Sent: Monday, September 26, 2016 10:44 AM
Subject: Re: Opportunity

Blake,
Great
Let's stick to 2:00 today!
;-)
Greg

Please excuse typo's. Sent on mobile device.
Gregory J. Osborn
[redacted]
C [redacted]
F 646 514 3980
Twitter: @Gregosborn
Skype: GregjOsborn
Linkedin: https://www.linkedin.com/in/gregoryjosborn

"If you want to improve, be content to be thought foolish and stupid. - Epictectis

On Sep 26, 2016, at 10:08 AM, btaylor@synergybb.com wrote:

> Greg,
>
> Sorry to hear about your Aunt. We can do it tomorrow if you like or later this afternoon whichever works best for you. We can do a phone call first and then set up a meeting. I work out of my home in New Rochelle. All of my brokers also work out of their homes.
> thanks,
>
> Blake Taylor
> Synergy Business Brokers
> [redacted]
> www.SynergyBB.com

From: Greg Osborn <[redacted]>
To: btaylor@synergybb.com
Sent: Friday, September 23, 2016 5:16 PM
Subject: Re: Opportunity

Blake. My aunt passed away and the funeral is at 11 on Monday. Could we do later or Tuesday?
Do you work in New York City or White Plains. I ask because I thought we could meet in person.
Thanks
Greg

Please excuse typo's. Sent on mobile device.
Gregory J. Osborn
[redacted]
C[redacted]
F 646 514 3980
Twitter: @Gregosborn
Skype: GregjOsborn
Linkedin: https://www.linkedin.com/in/gregoryjosborn

"If you want to improve, be content to be thought foolish and stupid. - Epictectis

On Sep 19, 2016, at 4:09 PM, Greg Osborn <gregosborn@me.com> wrote:

Blake.
Great. Speak then.
Yup, that's Mark... Great guy. Lax star. Worked with him for over 25 years. (Would be a key referral)
Until then!

--
Regards,
Greg

Greg Osborn

[redacted]
C [redacted]
F 646 514-3980
Twitter: @gregosborn
Skype: Gregjosborn
LinkedIn:
https://www.linkedin.com/in/gregoryjosborn

"When the people fear the government, there is tyranny. When the government fears the people, there is liberty"
~~ Thomas Jefferson

"America will never be destroyed from the outside. If we falter and lose our freedoms, it will be because we destroyed ourselves."
~ ~Abraham Lincoln

On Sep 19, 2016, at 10:07 PM, btaylor@synergybb.com wrote:

Greg,

2PM is fine. You can call me at the number below.

Things are hazy going back that far, but I think Mark Martino was a little older then me. I think he was a hell of a lacrosse player and I think I used to wrestle with his brother Peter if I'm not mistaken. I graduated WPHS in 81.

Blake Taylor
Synergy Business Brokers
[redacted]
www.SynergyBB.com

From: Greg Osborn <gregosborn@me.com>
To: btaylor@synergybb.com
Sent: Monday, September 19, 2016 5:03 PM
Subject: Re: Opportunity

Blake,

As I might be a bit jet lagged, shall we say 2:00 pm? I noticed you are from White Plains, or at least grew up there. By coincidence do you know Mark Martino by chance?
I also greatly appreciate how long you have been in your current role.

--
Regards,
Greg

Greg Osborn
[redacted]
C [redacted]
F 646 514-3980
Twitter: @gregosborn
Skype: Gregjosborn
LinkedIn:
https://www.linkedin.com/in/gregoryjosborn

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On Sep 19, 2016, at 9:59 PM, btaylor@synergybb.com wrote:

Greg,

Sure Monday would be fine. Is either 11am or 2PM a good time? thanks,

Blake Taylor
Synergy Business Brokers
[redacted]
www.SynergyBB.com

From: Greg Osborn <[redacted]
To: btaylor@synergybb.com
Sent: Monday, September 19, 2016 4:23 PM
Subject: Re: Opportunity

Blake,
Good afternoon. Sorry I was unable to get back with you. I am in the Uk and booked from dawn to dusk. I'll explain when we chat. I get back Saturday.
I am very interested in speaking with you. Can we plan a time for next Monday?
Please let me know.
Thanks,
Greg

--
Regards,
Greg

Greg Osborn
[redacted]
C [redacted]
F 646 514-3980
Twitter: @gregosborn
Skype: Gregjosborn
LinkedIn:
https://www.linkedin.com/in/gregoryjosborn

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~~ Thomas Jefferson

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~ ~Abraham Lincoln

On Sep 19, 2016, at 1:57 PM, btaylor@synergybb.com wrote:

Good Morning Greg,

Are you available for a phone conversation

today at 11am or 2pm? thanks,

Blake Taylor
Synergy Business Brokers
[redacted]
www.SynergyBB.com

From: Greg Osborn <[redacted]
To: btaylor@synergybb.com
Sent: Friday, September 16, 2016 10:13 PM
Subject: Opportunity

Hello,
I would like the opportunity to speak with you about a possible opportunity at your firm.
I am based in Northern New Jersey.
Please let me know when we might have a chance to speak.
Thank you
Regards,
Greg

--
Regards,
Greg

Greg Osborn
[redacted]
C [redacted]
F 646 514-3980
Twitter: @gregosborn
Skype: Gregjosborn
LinkedIn:
https://www.linkedin.com/in/gregoryjosborn

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~ ~Abraham Lincoln

Greg Osborn
[redacted]
eFax 646 514 3980
C [redacted]
Twitter: @gregosborn
Skype: GregJOsborn
Linkedin:
https://www.linkedin.com/in/gregoryjosborn

"Surround yourself with people who make you
a better person."
-- Author Unknown

"Success is stumbling from failure to failure
with no loss of enthusiasm."
-- Winston Churchill

EXHIBIT D

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
NEW YORK REGIONAL OFFICE
200 VESEY STREET, SUITE 400
NEW YORK, NY 10281-1022

DIVISION OF
ENFORCEMENT

JORGE G. TENREIRO
212-336-9145
tenreiroj@sec.gov

September 30, 2016

VIA OVERNIGHT DELIVERY

Brent J. Fields
Secretary of the Commission
Securities and Exchange Commission
Office of Administrative Law Judges
100 F Street N.E.
Washington, D.C. 20549

Re: In the Matter of Gregory Osborn, Admin. Proc. File No. 3-16229

Dear Secretary Fields:

I represent the Division of Enforcement ("Division") in this matter. On October 31, 2014, Respondent Gregory Osborn ("Osborn") consented to the entry of certain bars against him by the Securities and Exchange Commission ("Commission").[1] On September 27, 2016, Osborn requested that ALJ Elliot "reduce the [b]arring to 'time served' or 3 years." (See Order, Sept. 28, 2016, at 1.) On September 28, 2016, the Court issued an Order noting that it "lack[ed] the authority to grant the relief Osborn seeks" and "construe[d] his request as one directed solely to the Commission." (Id.) The Division opposes any request to modify Osborn's bars. Should the Commission wish to consider his request, the Division respectfully requests an opportunity to file papers in opposition.

Respectfully submitted,

Jorge G. Tenreiro

cc: Hon. Cameron Elliot (via e-mail and overnight delivery)
Michael Tremonte, Esq. (counsel to Gregory Rorke) (via e-mail)
Gregory Osborn (pro se Respondent) (via e-mail)
Aegis Frumento, Esq. (counsel to Middlebury Securities LLC) (via e-mail)

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[1] See Order Instituting Administrative Proceedings, Pursuant to Section 8A of the Securities Act of 1933, Sections 15(b) and 21C of the Securities Exchange Act of 1934, and Section 9(b) of the Investment Company Act of 1940, Making Findings, and Imposing remedial Sanctions and a Cease-and-Desist Order, and Notice of Hearing, Oct. 31, 2014, at 1, 8-9.