

# William M. Windsor

PO Box 681236 \* Marietta, GA 30068 \* 770-578-1094 \* Fax: 770-234-4106

August 19, 2011

9 Pages

Mr. Steve Broadbent, Foreman  
Fulton County Grand Jury  
Mr. Waverly Settles  
Fulton County District Attorney  
136 Pryor Street – Third Floor  
Atlanta, GA 30303-3477  
Fax: 404-893-2769

Dear Mr. Broadbent and Mr. Settles:

I am very disturbed by the false information that was communicated to the Grand Jury today. I have never in my life claimed to have been the President of Goldman Sachs or the CEO of Bain Capital. I don't lie...EVER!

Attached is a page from my letters of July 19 and August 5 that states:

From 1992 to 1996, I was President of Advanstar Expositions, a company owned at the time by Goldman Sachs. Advanstar was one of the largest producers of trade shows and conferences in the world. From 1996 to 2001, I was CEO of 1st Communications, a company owned by Bain Capital, Triumph Capital Group, and me.

That could not be any clearer! This was also provided on Page 1 of Tab 2 of the binder provided to you today.

The man seated next to Mr. Broadbent claimed I said Maid of the Mist had a 40-year federal government contract. This is false. Page 3 of Tab 4 of the binder says quite clearly:

“fraud in obtaining no-bid 40-year government contracts...”

On the CD-ROM provided in a dozen of the binders, the file titled “NY-Appeal-Record-Number-16-2011-07-09” includes copies of both contracts, and I attach the cover page,

signature page, and page that shows the terms of each. New York State is 40 years, issued in clear violation of New York law. I also have dozens of newspaper articles about these. See "Affidavit-of-Frank-Parlato" on the CD-ROM provided in a dozen of the binders. These contracts have been front page news in Canada. The Province of Ontario voided the contract, tendered it for competitive bids for the first time in 160 years, and fired the people involved. The New York contract should be voided in the next two months; it is in default now.

The woman seated to my immediate right said that I had filed frivolous lawsuits. I have done no such thing. Where did that information come from? Who told her that? It is naturally extremely disappointing to me that the Grand Jurors had been told false and disparaging information.

Mr. Broadbent, you stated that I had not provided proof of my charges. If you received the CD-ROM that I delivered last week, it is FILLED with the proof. Please identify anything that you want me to detail; I can prove anything.

When I return on Tuesday with my 20-page or less document and proof, I would like to actually be able to speak. I was not allowed to give my carefully-planned presentation today. But thanks so much for the invitation to return.

Sincerely,

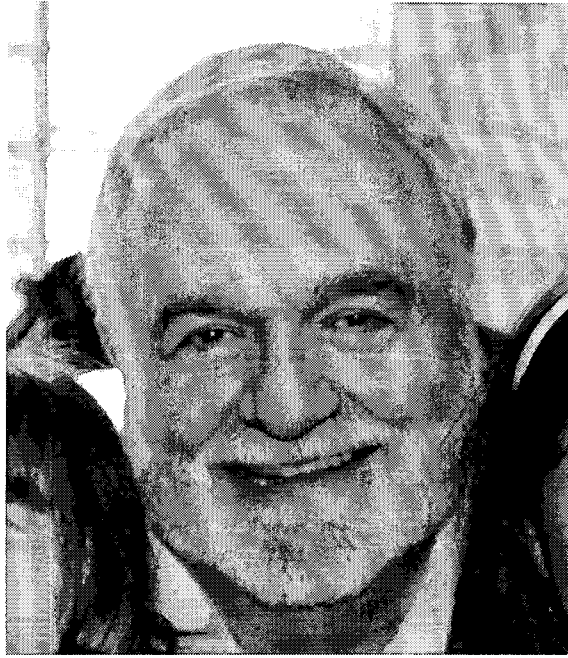
A handwritten signature in black ink, appearing to read "William M. Windsor". The signature is fluid and cursive, with a long horizontal stroke at the end.

William M. Windsor

bill@LawlessAmerica.com

Office: 770-578-1094

Fax: 770-234-4106 -- Cell: 404-606-1885



## **About Me – William M. Windsor**

I am just a reasonably normal 62-year-old husband, father, and grandfather. Barbara and I have been married for 40 years. Our daughter has two girls, and our son has one.

I am best described as a serial entrepreneur. I have started over 50 companies in my 42-year career. I began my career as a junior at Texas Tech University in 1969. I became involved in the T-shirt business, and after eight years as a retailer, wholesaler, and manufacturer, I launched the trade magazine and trade show for the industry in 1977. I am considered by many to be the father of the multi-billion dollar "imprinted sportswear industry." I started other magazines and shows, and sold the company in 1981.

I have owned and/or operated many magazines and trade shows, travel businesses, retail stores, manufacturing companies, printing company, typesetting business, advertising agency, marketing companies, convention services businesses, souvenir and gift businesses, tourist attractions, resort businesses, music businesses, computer software company, a consulting company, a food franchise, internet businesses, and more. I have written numerous articles, books, training programs, and manuals. I have spoken at conferences and trade shows across North America and in Europe, Australia, and China.

From 1992 to 1996, I was President of Advanstar Expositions, a company owned at the time by Goldman Sachs. Advanstar was one of the largest producers of trade shows and conferences in the world. From 1996 to 2001, I was CEO of 1st Communications, a company owned by Bain Capital, Triumph Capital Group, and me. 1st Communications made a series of multi-million dollar acquisitions to build one of the largest trade show businesses -- the largest in terms of the number of annual events. 1st Communications also developed one of the first online job and resume businesses using a network of over 1,000 web sites. That business was sold to The Washington Post in 2001, and I "retired" to Atlanta, Georgia to be near grandchildren-to-be.

I discovered corruption in the federal courts in Fulton County, Georgia, and I will not stop until these judges are exposed and other citizens are protected from the corrupt courts. My friends will tell you that I am as tenacious as they come. I will spend the rest of my life on this if necessary.

**STATE OF NEW YORK**  
**Office of Parks, Recreation & Historic Preservation**  
**Maid of the Mist Concession**  
**Niagara Reservation State Park**  
**License # X000457**

This Agreement (hereinafter "License") made this 10<sup>th</sup> day of September, 2002 by and between the State of New York, acting by and through the Office of Parks Recreation and Historic Preservation (hereinafter referred to as "State Parks") with offices at One Empire State Plaza, Albany, New York 12238, and the Maid of the Mist Corporation (hereinafter referred to as "Licensee") with offices at 151 Buffalo Avenue, Office 204, Niagara Falls, New York 14303.

**W-I-T-N-E-S-S-E-T-H**

**WHEREAS**, pursuant to subdivisions 2-a and 2-d of Section 3.09 of the Parks, Recreation and Historic Preservation Law ("PREPL"), State Parks is authorized to grant concession licenses for facilities operated, and services provided at New York State Parks; and

**WHEREAS**, State Parks has jurisdiction over Niagara Reservation State Park (the "Park"), including the Observation Tower, elevators, docks and other facilities related to Licensee's operation of the attraction commonly known as the "Maid of the Mist" boat excursion; and

**WHEREAS**, Licensee has been in continuous operation for over 100 years and is the sole commercial entity with rights of access to provide scenic boat excursions from landings on both the American and Canadian sides of the lower Niagara pool to the base of the American, Bridal Veil and Horseshoe Falls; and

**WHEREAS**, Licensee currently operates the "Maid of the Mist" as a concession within the Park pursuant to State Parks' License Agreement No. X190957 (as amended) which license expires on December 31, 2002; and

**WHEREAS**, in furtherance of the public interest, State Parks seeks to grant a new concession license to Licensee for the purpose of continuing the traditional service of transporting persons for hire for scenic boat excursions in the lower Niagara River below the American and Horseshoe Falls, including the right to dock and/or land boats and to take on or discharge passengers at certain locations designated by State Parks; the right to sell tickets for such transportation at locations designated by State Parks; and the right to sell certain souvenirs specifically and permanently branded with Licensee's trademarks, servicemarks or proprietary logos (hereinafter "Marks") and as may be authorized in writing by State Parks; and

WHEREAS, State Parks has undertaken and will continue the construction, reconstruction and renovation of certain facilities in the Park, including the docks, Observation Tower and elevators, to enhance the delivery of services and public access to the Niagara Gorge (hereinafter the "Development Project"); and

WHEREAS, in accordance with the provisions of this License, Licensee desires to participate in the funding for the Development Project as part consideration for the license granted herein; and

WHEREAS, in accordance with subdivision 2-d of Section 3.09 of the PRHPL, the Commissioner of State Parks has made a finding that this License is compatible with public enjoyment and participation in adjacent park facilities, and this License will encourage investment by the private sector in restoring, preserving and maintaining such property; and in addition, the License contains terms and conditions as have been deemed necessary to address environmental concerns, including any historic and recreational resources of such property; the compatible uses of adjacent parkland and facilities; and otherwise protects the public interest.

NOW, THEREFORE, in consideration of the terms and conditions contained in this License, State Parks and Licensee agree as follows:

1. License Documents:

This License is comprised of the following additional documents, all of which are hereby incorporated by reference:

- a) General Conditions
- b) Special Conditions
- c) Attachment "A" Description of the Licensed Premises
- d) Attachment "B" Inventory of Equipment
- e) Attachment "C" Required Clauses for Capital Improvement Projects
- f) Appendix "A" Required Clauses for All New York State Contracts
- g) Schedule "1" Licensee's *pro-forma* projection of revenues dated 5/06/02
- h) Schedule "2" Development Project FEIS and Findings Statement

2. Term:

a) The term of this License shall be for a period of forty (40) years commencing on the date of approval by the Office of the State Comptroller provided however, that the Licensed Premises as hereinafter defined, including beneficial occupancy thereof on a turnkey basis in accordance with the substantive terms of this License shall be provided to Licensee upon State Parks' substantial completion of the Development Project and acceptance of the Licensed Premises by Licensee in accordance with the terms of this License.

**SIGNATURE PAGE**

State Parks certifies that copies of this signature page with original signatures will be attached to all other exact copies of the license.

IN WITNESS WHEREOF, State Parks and Licensee have executed this agreement on the day and year indicated.

Licensee

Sept. 10, 2002  
Date

By: James V. Glynn  
James Glynn, Chairman & CEO  
Maid of the Mist Corporation

Fed. Empl. ID # 16-0535345

Recommended by Region:

9/12/02  
Date

By: Edward J. Rutkowski  
Edward J. Rutkowski  
Assistant Deputy Commissioner  
Western District

Approved by State Parks:

9/21/02  
Date

Approved: Peter Favretto  
PETER FAVRETTO  
ASSOCIATE ATTORNEY  
ATTORNEY GENERAL

By: Nancy A. Palumbo  
Nancy A. Palumbo  
Deputy Commissioner for  
Administration & Fiscal Affairs  
DEPT. OF AUDIT & CONTROL  
FEB 21 2003  
FOR THE SUPERVISOR

THIS INSTRUMENT OF LEASE made as of the 21st day of July,  
1982.

IN PURSUANCE of the Short Form of Leases Act, R.S.O. 1980,  
Chapter 232

B E T W E E N :

THE NIAGARA PARKS COMMISSION

Hereinafter called the "Landlord" or "NPC"  
of the FIRST PART

and

MAID OF THE MIST STEAMBOAT COMPANY LIMITED

Hereinafter called the "Tenant"  
of the SECOND PART

WHEREAS the Tenant operates sight-seeing boats ("Business")  
in the Niagara River by agreement and lease between the parties  
dated December 1, 1982 ("1982 Lease"), which lease expires on  
November 30, 2007;

WHEREAS the Tenant has represented its intention to design  
its sight-seeing boat capacity for one thousand eight hundred  
(1,800) passengers per hour from the Canadian shore, upon which  
this lease is premised and upon which representation The Niagara  
Parks Commission has relied in the re-negotiation of the 1982  
Lease;

WHEREAS the parties hereto have agreed to terminate the 1982  
Lease and substitute this lease therefor;

#### DEMISED PREMISES

1. WHEREAS THAT IN CONSIDERATION of the rents  
hereby reserved, the premises, and the covenants,  
representations, and warranties, herein contained on the  
part of the Tenant to be observed and performed, the  
Landlord hereby leases to the Tenant the premises  
(hereinafter called the "Demised Premises") being the  
land outlined in red on the plan attached hereto as  
Schedule "A", together with the right to use portions of  
the land of the NPC, along with the NPC, its servants

and agents and those lawfully entitled thereto ("Common Areas"), subject to the right of the NPC to enter upon the "Demised Premises" for the purpose of construction, maintenance and landscaping which entry shall be made with as little interference with the operation of the Tenant as practicable and no permanent interference with surface rights.

#### TERM

2. To hold the Demised Premises for and during the term of Twenty-one (21) years, less one (1) day (hereinafter called the "Term") for the 1st day of December, 1988 until the 20th day of November, 2009, inclusive.

#### RENT

3.01 Commencing on April 1, 1989, the tenant paying therefor during each and every year of the Term to the landlord an annual basic rental of fifteen percent (15%) of the Gross Revenue of Tenant of lawful money of Canada, to be payable by instalments on the 10th day of each and every month for the Gross Revenue received during each immediately preceding month;

3.02 DEFINITION OF GROSS REVENUE. For the purpose of this lease "Gross Revenue" means that aggregate of all charges made by the Tenant to customers for tickets and fares for sight-seeing excursions on the motor vessels of the Tenant originating from the Canadian shore;

3.03 EXCLUSIONS FROM GROSS REVENUE. The following items are not included in "Gross Revenue":

- (i) any taxes imposed by any duly constituted government authority required to be collected as a direct and separate tax by the Tenant from its customers which are not included in the sales price of the excursion;
- (ii) any discounts or commissions

\* THEIR NEW DEAL WAS  
30 YEARS UNTIL GOVERNMENT  
VOIDED IT.



or sub-tenant is a male, female, or as corporation, the provisions herein shall be read with all grammatical changes thereby rendered necessary. All covenant herein contained shall be deemed joint and several and all rights and powers reserved to the Landlord may be exercised by either the Landlord or its agents or representative.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hand and seals this 2nd day of October, 1989.

SIGNED, SEALED AND DELIVERED )

in the presence of )

) MAID OF THE MIST STEAMBOAT  
) COMPANY LIMITED

) Per: *James W. Higgins*  
) *President*

) THE NIAGARA PARKS COMMISSION

) Per: *Pamela Verrill Walker*  
) PAMELA VERRILL WALKER,  
) Chairman

) Per: *Dennis W. Schaffer*  
) DENNIS W. SCHAFER,  
) General Manager

# Message Confirmation Report

AUG-19-2011 02:27 PM FRI

## WorkCentre M20i Series

Machine ID : WINDSOR  
Serial Number : RYU365073.....  
Fax Number : 7705781057

Name/Number : 4048932769  
Page : 9  
Start Time : AUG-19-2011 02:24PM FRI  
Elapsed Time : 03'12"  
Mode : STD ECM  
Results : O.K

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