FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

THIS IS THE BEGINNING OF MUR # 3418

DATE FILMED ~~7-8-94~~ 7-13-94 CAMERA NO. 2

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MUR 3418

BEFORE THE
FEDERAL ELECTION COMMISSION
999 E. Street NW
Washington, D.C. 20463

OHIO REPUBLICAN PARTY 172 E. State Street Suite 400 Columbus, Ohio 43215-4387 Complainant, vs. **THE JOHN GLENN PRESIDENTIAL COMMITTEE, INC.** 37 West Broad Street Columbus, Ohio 43215 and Michael Petro Treasurer, THE JOHN GLENN PRESIDENTIAL COMMITTEE, INC. 37 West Broad Street Columbus, Ohio 43215, Respondents,	:	MUR 3418 **COMPLAINT**

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL

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Robert T. Bennett, duly cautioned and sworn, who is Chairman of the Ohio Republican State Central and Executive committee, hereafter called the Ohio Republican Party, states as follows for and on behalf of the Ohio Republican Party, Complainant:

1. This is a Complaint filed pursuant to 2 U.S.C. $ 437g(a)(1). Complainant is the "State Committee" of the Ohio Republican Party, a "Political Party," as those terms are defined in the Federal Election Campaign Act. 2 U.S.C. $$ 431(15), (16). Respondents are, respectively, the principal campaign committee for John H. Glenn, Jr., in his capacity as presidential candidate ("Presidential Committee"), and Michael Petro, Treasurer of the Presidential Committee.

2. The Presidential Committee is registered with the Federal Election Commission and the Secretary of the Senate, as appropriate. Its FEC Registration Number is C00164855.

3. On May 12, 1987, the Presidential Committee entered into the Conciliation Agreement attached hereto as Appendix A, which was accepted by the Commission on June 1, 1987 in settlement of MUR 2184. MUR 2194 was a compliance action initiated by the Kindness for Senate Committee in consequence of the Presidential Committee's failure to acknowledge receipt of illegal contributions from four banks, and its failure to report these contributions. The contributions resulted form the Presidential Committee's unilateral decision to stop paying interest or princial on loans from four banks while John H. Glenn, Jr., raised money instead for his 1986 Senate re-election campaign, and the banks' decision to allow this to happen.

4. Interest continuted to accrue on these loans, but the Presidential Committee failed to report this, either as additional debot on which interest should have charged, or at minimum as unpaid interest due on the defaulted loans. (See Appendix A: Article, Akron Beacon Journal, July 23, 1991, page B-1.)

5. The Commission found that the Presidential Committee had violated the Act by accepting the contributions and by failing tro report them. (See, General Counsel's Report, Appendix B.) The conciliation Agreement makes express refernce to the Presidential Committee's duty to report interest accrued, and the fact that the Presidential Committee would not contest such duty for purposes of the MUR. Therefore, Respondents have been on actual notice since

not later than May 12, 1987 (the day the Presidential Committee's counsel executed the Conciliation Agreement) that the interest should be reported pursuant to 2 U.S.C. $434 (b)(8).

6. Notwithstanding this public acknowledgement of duty to report this interest, the Presidential Committee did not report accrued interest on these loans for over four years, not in fact, until July 15, 1991. (Appendix C: Copy of the Presidential Committee's report.) The Presidential Committee's representatives profess that they were unaware that the interest was reportable, and that their error was therefore inadvertent. (Appendix D)

7. The Presidential Committee has reported accrued interest owed only to one bank, Bank One, and ha sapparently not reported the interest due on loans from Huntington Bank, Ameritrust, or BancOhio. (Appendix C) In the alternative, the Presidential Committee has failed to report the actual interest owed to each of the lending bankis, assuming the Bank One is serving as the administrator for the loans.

8. For the foregoing reasons, Respondent respectfully requests that the Commission take this matter under review and issue a finding that the Respondents have violated the Federal Election Campaign Act as follows, and take appropriate action, including the institution of civil action against Respondents:

a. 2 U.S.C. $434(b)(8)- Failure to report interest due on the bank loans.

b. 2 U.S.C. $437g(d)-Knowing and Wilful Violation of the Act. The foregoing activities consititue a knowing and wilful violation of the Act because Respondents have been on actual notice since not later than May 12, 1987 that are required to report the unpaid interest as a debt or obligation.

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c. 2 U.S.C $437(a)(5)(D)-Violation of the Conciliation Agreement. Respondents violated the terms and conditions of the Conciliation Agreement, including their agreement not to dispute the Commission's contention that interest on the bank loans is to be reported according to the law.

Respectfully submitted,

OHIO REPUBLICAN PARTY

By: _____
Robert T. Bennett,
Chairman
172 E. State Street
Suite 400
Columbus, Ohio 43215-4387
(614) 228-2481

9404350397

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

Sworn and subscribed before me on this 28th day of ~~July~~ August, 1991, by Robert T. Bennett, who duly cautioned, acknowledged the foregoing document.

_____
Notary Public
My Commission Expires: _____

DANIEL G. HILSON, Attorney-At-Law
Notary Public - State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

September 6, 1991

Robert T. Bennett, Chairman
Ohio Republican State Central
and Executive Committee
172 E. State Street
Suite 400
Columbus, Ohio 43215-4387

RE: MUR 3418

Dear Mr. Bennett:

This letter acknowledges receipt on September 3, 1991, of your complaint alleging possible violations of the Federal Election Campaign Act of 1971, as amended ("the Act"), by John Glenn Presidential Committee, Inc. and Michael Petro, as treasurer. The respondents will be notified of this complaint within five days.

You will be notified as soon as the Federal Election Commission takes final action on your complaint. Should you receive any additional information in this matter, please forward it to the Office of the General Counsel. Such information must be sworn to in the same manner as the original complaint. We have numbered this matter MUR 3418. Please refer to this number in all future correspondence. For your information, we have attached a brief description of the Commission's procedures for handling complaints.

If you have any questions, please contact Retha Dixon, Docket Chief, at (202) 219-3410.

Sincerely,

Lawrence M. Noble
General Counsel

BY: Lois G. Lerner
Associate General Counsel

Enclosure
Procedures

9404353509 8

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

September 6, 1991

Michael Petro, Treasurer
John Glenn Presidential Committee, Inc.
2715 M Street, N.W.
Suite 300
Washington, D.C. 20007

RE: MUR 3418

Dear Mr. Petro:

The Federal Election Commission received a complaint which alleges that the John Glenn Presidential Committee, Inc. ("Committee") and you, as treasurer, may have violated the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 3418. Please refer to this number in all future correspondence.

Under the Act, you have the opportunity to demonstrate in writing that no action should be taken against the Committee and you as treasurer in this matter. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. Where appropriate, statements should be submitted under oath. Your response, which should be addressed to the General Counsel's Office, must be submitted within 15 days of receipt of this letter. If no response is received within 15 days, the Commission may take further action based on the available information.

This matter will remain confidential in accordance with 2 U.S.C. § 437g(a)(4)(B) and § 437g(a)(12)(A) unless you notify the Commission in writing that you wish the matter to be made public. If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address and telephone number of such counsel, and authorizing such counsel to receive any notifications and other communications from the Commission.

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If you have any questions, please contact Mary P. Mastrobattista, the attorney assigned to this matter, at (202) 219-3400. For your information, we have attached a brief description of the Commission's procedures for handling complaints.

Sincerely,

Lawrence M. Noble
General Counsel

BY: Lois G. Lerner
Associate General Counsel

Enclosures
1. Complaint
2. Procedures
3. Designation of Counsel Statement

cc: The Honorable John Glenn

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OGC 8695

COVINGTON & BURLING
1201 PENNSYLVANIA AVENUE, N.W.
P.O. BOX 7566
WASHINGTON, D.C. 20044
(202) 662-6000

TELEFAX: (202) 662-6291
TELEX: 89-593 (COVLING WSH)
CABLE: COVLING

ACHESON HOUSE
46 HERTFORD STREET
LONDON W1Y7TF ENGLAND
TELEPHONE: 44-71-495-5655
TELEFAX: 44-71-495-3101

BRUSSELS CORRESPONDENT OFFICE
44 AVENUE DES ARTS
BRUSSELS 1040 BELGIUM
TELEPHONE: 32-2-512-9890
TELEFAX: 32-2-502-1598

RICHARD D. SHORE
DIRECT DIAL NUMBER
(202) 662-5452

September 25, 1991

BY HAND

Mary P. Mastrobattista, Esq.
General Counsel's Office
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL
91 SEP 25 AM 9:45

Re: MUR 3418

Dear Ms. Mastrobattista:

Our clients, the John Glenn Presidential Committee, Inc. and Michael Petro as treasurer, recently were informed that they are respondents in MUR 3418.

In order properly to consider and respond to the matters raised in the MUR, we request a 60-day extension of the period within which to demonstrate that no action should be taken on the basis of the complaint.

Sincerely yours,

Richard D. Shore

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STATEMENT OF DESIGNATION OF COUNSEL

MUR 3418

NAME AND ADDRESS OF COUNSEL: Scott D. Gilbert
Richard D. Shore
Covington & Burling
1201 Pennsylvania Avenue, N.W.
P.O. Box 7566
Washington, D.C. 20044

TELEPHONE: (202) 662-6000

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OFFICE OF GENERAL COUNSEL

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The above-named individuals are hereby designated as my counsel and are authorized to receive any notifications and other communications from the Commission and to act on my behalf before the Commission.

9-26-91
Date

Michael J. Petro
Signature

RESPONDENT'S NAME: John Glenn Presidential Committee, Inc. and Michael J. Petro as treasurer

ADDRESS:

BUSINESS PHONE:

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

October 3, 1991 **SENSITIVE**

MEMORANDUM

TO: The Commission

FROM: Lawrence M. Noble
General Counsel

BY: Lois G. Lerner
Associate General Counsel

SUBJECT: MUR 3418
Request for Extension of Time

By letter dated September 25, 1991, Richard D. Shore requested an extension of 60 days in which to respond to the complaint filed against the John Glenn Presidential Committee, Inc. and Michael Petro, as treasurer. (Attachment 1.) The letter explains that an extension is necessary in order to properly consider and respond to the matters raised in the complaint.

The Office of the General Counsel recommends that the Commission deny the requested extension and instead grant an extension of 30 days. We base this recommendation on the fact that the issues raised in the complaint are relatively straightforward. The complaint alleges that the Committee has knowingly and willfully violated the Act by failing to comply with the provisions of the conciliation agreement in MUR 2194. Specifically, the complaint alleges that the Committee has failed to report interest due on bank loans as required by the conciliation agreement. Given the nature of the complaint, we do not believe that Mr. Shore has presented good cause to justify a 60 day extension. For these reasons, this Office recommends that the Commission deny the request for a 60 day extension and instead grant an extension of 30 days.

RECOMMENDATIONS

1. Deny the extension of 60 days requested by the John Glenn Presidential Committee, Inc. and Michael Petro, as treasurer, and approve an extension of 30 days.

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2. Approve the appropriate letter.

Attachment
1. Request for Extension

Staff Assigned: Mary P. Mastrobattista

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DGC

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	
John Glenn Presidential Committee	)	MUR 3418
Inc. and Michael Petro, as treasurer -	)	
Request for an Extension.	)	

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on October 7, 1991, the Commission decided by a vote of 5-0 to take the following actions in MUR 3418:

1. Deny the extension of 60 days requested by the John Glenn Presidential Committee, Inc. and Michael Petro, as treasurer, and approve an extension of 30 days.

2. Approve the appropriate letter, as recommended in the General Counsel's Memorandum dated October 3, 1991.

Commissioners Aikens, Elliott, Josefiak, McDonald and McGarry voted affirmatively for the decision; Commissioner Thomas recused.

Attest:

10-8-91
Date

Marjorie W. Emmons
Marjorie W. Emmons
Secretary of the Commission

Received in the Secretariat: Thurs., Oct. 3, 1991 2:41 p.m.
Circulated to the Commission: Thurs., Oct. 3, 1991 4:00 p.m.
Deadline for vote: Mon., Oct. 7, 1991 4:00 p.m.

bjf

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

October 11, 1991

Richard D. Shore, Esq.
Covington & Burling
P.O. Box 7566
Washington, D.C. 20044

RE: MUR 3418
John Glenn Presidential
Committee, Inc. and
Michael Petro, as treasurer

Dear Mr. Shore:

This is in response to your letter dated September 25, 1991, which we received on that same day, requesting an extension of 60 days to respond to the complaint filed against the John Glenn Presidential Committee, Inc. and Michael Petro, as treasurer.

Considering the Federal Election Commission's responsibilities to act expeditiously in the conduct of investigations, the Commission cannot grant your full request, but can only agree to a 30 day extension. Accordingly, your response is due by close of business on November 12, 1991.

If you have any questions, please contact Mary P. Mastrobattista, the attorney assigned to this matter, at (202) 219-3400.

Sincerely,

Lawrence M. Noble
General Counsel

BY: Lois G. Lerner
Associate General Counsel

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

November 4, 1991

Robert T. Bennett, Chairman
Ohio Republican State Central
and Executive Committee
172 E. State Street
Suite 400
Columbus, Ohio 43215-4387

RE: MUR 3418

Dear Mr. Bennett:

On September 3, 1991, you filed a complaint alleging possible violations of the Federal Election Campaign Act of 1971, as amended, by the John Glenn Presidential Committee, Inc. and Michael Petro, as treasurer. The allegations in the complaint refer to several appendices. None of these appendices, however, was attached to the complaint. Therefore, you are requested to submit the appendices referenced in the complaint to this Office within ten days of receipt of this letter.

Should you have any questions, please contact Mary P. Mastrobattista, the attorney assigned to this matter, at (202) 219-3400.

Sincerely,

Lawrence M. Noble
General Counsel

BY: Lois G. Lerner
Associate General Counsel

9404353107

OGC 3342

COVINGTON & BURLING
1201 PENNSYLVANIA AVENUE, N.W.
P.O. BOX 7566
WASHINGTON, D.C. 20044
(202) 662-6000

TELEFAX: (202) 662-6291
TELEX: 89-593 (COVLING WSH)
CABLE: COVLING

ACHESON HOUSE
48 HERTFORD STREET
LONDON W1Y7TF ENGLAND
TELEPHONE: 44-71-495-5655
TELEFAX: 44-71-495-3101

BRUSSELS CORRESPONDENT OFFICE
44 AVENUE DES ARTS
BRUSSELS 1040 BELGIUM
TELEPHONE: 32-2-512-9890
TELEFAX: 32-2-502-1598

RICHARD D. SHORE
DIRECT DIAL NUMBER
(202) 662-5452

November 5, 1991

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL
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BY HAND

Mary P. Mastrobattista, Esq.
General Counsel's Office
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

Re: MUR 3418

Dear Ms. Mastrobattista:

As I informed you by telephone last Thursday, the Complaint received by the John Glenn Presidential Committee, Inc. and its treasurer (collectively, the "Committee") in the above-referenced MUR is incomplete. Specifically, the Complaint is missing its appendices A through D. It now appears that those appendices were omitted from the Complaint received by the Commission.

Because a respondent is not required to answer an incomplete Complaint, we agreed when we spoke last Friday that the Committee need not take any further action in this MUR for the time being. In the event that the missing appendices are forthcoming, however, the Committee will of course respond to the Complaint, in accordance with its earlier agreement with the Commission on the timing of the response. That is, the Committee will respond within 45 days of the date that it receives a complete copy of the Complaint. See Letter dated October 11, 1991 from Lawrence M. Noble, General Counsel, Federal Election Commission, to Richard D. Shore (granting a 30-day extension of the normal 15-day response period).

You have suggested that the Commission may expect a more rapid response. The Committee would be both surprised and concerned if this turned out to be the case. There is simply no basis at this juncture to alter the length of the agreed 45-day response period. Indeed, the Committee originally requested a 60-day extension and already will be hard pressed to respond within the 45 days allotted. Nor can

the clock start running until a complete copy of the Complaint is received. The process of evaluating and preparing a response to the Complaint obviously cannot begin in the interim. Moreover, the Commission's own regulations establish that the response period begins to run on the date of the respondent's "receipt of a copy of the complaint." See 11 C.F.R. § 111.6(a). Thus, the Committee should have, at a minimum, 45 full days following the receipt of the missing appendices to respond to the Complaint in this MUR.

Sincerely yours,

Richard D. Shore

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Ohio Republican Party

Robert T. Bennett
Chairman

Martha C. Moore
Vice-Chairman

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OFFICE OF GENERAL COUNSEL

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November 5, 1991

Office of General Counsel
Federal Elections Commission
999 E Street NW
Washington, D.C. 20463

RE: MUR 3418

To Whom It May Concern:

By this letter I authorize Gordon M. Strauss, Esquire of Thompson, Hine and Flory to act as my representative in all legal matters regarding MUR 3418 whether it be by oral or written correspondence.

Very truly yours,

Robert T. Bennett

Robert T. Bennett
Chairman

RTB/kw

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172 E. State Street, Suite 400, Columbus, Ohio 43215-4387 • (614) 228-2481 • FAX (614) 228-1093

OGC 3521

Ohio Republican Party

Robert T. Bennett
Chairman

Martha C. Moore
Vice-Chairman

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OFFICE OF GENERAL COUNSEL
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November 19, 1991

Federal Election Commission
Washington, D.C. 20463

Re: MUR 3418

Dear Commissioners:

Enclosed are the attachments referred to in the Complaint filed in connection with the above-captioned MUR. The Complaint erroneously names two documents "Appendix A." Please use this supplement as an amendment to the Complaint to that extent.

Appendix A -- Conciliation Agreement between the John Glenn Presidential Committee, Inc., and the FEC, dated June 3, 1987, MUR 2194.

Appendix B -- Akron Beacon Journal article dated July 23, 1991.

Appendix C -- General Counsel's Report, MUR 2194.

Please contact our counsel, Gordon M. Strauss, at the telephone number or address in your records if there are any further questions. Thank you very much.

Sincerely,

Robert T. Bennett

Robert T. Bennett

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

Sworn and subscribed before me on this 19th day of November, 1991, by Robert T. Bennett, who duly cautioned, acknowledged the foregoing document.

Jane Sparks

Notary Public
My Commission Expires: _____

JANE SPARKS
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES OCT. 17, 1992

172 E. State Street, Suite 400, Columbus, Ohio 43215-4387 • (614) 228-2481 • FAX (614) 228-1093

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APPENDIX A

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

June 3, 1987

Harlan Pomeroy, Esquire
Baker & Hostetler
Washington Square, Suite 1100
1050 Connecticut Avenue, N.W.
Washington, D.C. 20036

RE: MUR 2194
John Glenn Presidential Committee, Inc., and William R. White, as treasurer
Senator John Glenn Committee, and William T. Brown, as treasurer

Dear Mr. Pomeroy:

On June 1, 1987, the Federal Election Commission accepted the signed conciliation agreement submitted on behalf of the John Glenn Presidential Committee, Inc., William R. White, treasurer, in settlement of a violation of 2 U.S.C. §§ 434 and 441b, provisions of the Federal Election Campaign Act of 1971, as amended. With respect to the Senator John Glenn Committee, William T. Brown, treasurer, the Commission voted to take no further action with respect to the allegations made against these respondents. Accordingly, the file has been closed in this matter as it pertains to your clients. This matter will become a part of the public record within 30 days. If you wish to submit any factual or legal materials to appear on the public record, please do so within ten days. Such materials should be sent to the Office of the General Counsel.

Please be advised that information derived in connection with any conciliation attempt will not become public without the written consent of the respondent and the Commission. See 2 U.S.C. § 437g(a)(4)(B). The enclosed conciliation agreement, however, will become a part of the public record.

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Enclosed you will find a copy of the fully executed conciliation agreement for your files. If you have any questions, please contact Robert Bonham, the attorney assigned to this matter at (202) 376-8200.

Sincerely,

Lawrence M. Noble
Acting General Counsel

Enclosure
Conciliation Agreement

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	
John Glenn Presidential Committee Inc.,	)	
and William R. White, as Treasurer,	)	MUR 2194
AmeriTrust Company National Association,	)	
BancOhio National Bank,	)	
Bank One, Columbus, N.A., and	)	
The Huntington National Bank	)	

CONCILIATION AGREEMENT

This matter was initiated by a signed, sworn, and notarized complaint filed with the Commission on July 3, 1986, by Gordon M. Strauss, as General Counsel of the Kindness for Senate Committee. On December 16, 1986, the Federal Election Commission (the "Commission") found reason to believe that AmeriTrust Company National Association, BancOhio National Bank, Bank One, Columbus, N.A. and The Huntington National Bank (collectively, the "Banks") each violated 2 U.S.C. §441b by making contributions to the John Glenn Presidential Committee Inc. ("Glenn Committee") when the Banks agreed to extend the due dates for payment of principal and/or interest on four previously existing $500,000 loans by the Banks to the Glenn Committee, and failed to require timely payment of the principal and/or interest on those loans when due. The Commission also found reason to believe that the Glenn Committee and William R. White, as Treasurer, violated 2 U.S.C. §§434 and 441b by accepting those contributions from the Banks and failing to report them. These findings were premised on the fact that the Banks' actions appeared to go beyond the Banks' ordinary course of business.

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NOW, THEREFORE, the Banks, Glenn Committee and William R. White (the "Respondents") and the Commission, having participated in informal methods of conciliation, prior to a finding of probable cause to believe, do hereby agree as follows:

I. The Commission has jurisdiction over the Respondents and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 2 U.S.C. §437g(a)(4)(A)(i).

II. Respondents have had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. Respondents enter voluntarily into this agreement with the Commission.

IV. Respondent, John Glenn Presidential Committee Inc., is the authorized principal campaign committee for John Glenn's 1984 presidential primary election campaign. William R. White is the current Treasurer of the Glenn Committee.

V. AmeriTrust Company National Association, BancOhio National Bank, Bank One, Columbus, N.A., and The Huntington National Bank are all national banks.

VI. On February 9, and February 15, 1984, the Glenn Committee received loans from AmeriTrust Company National Association, BancOhio National Bank, Bank One, Columbus, N.A., and Huntington National Bank totalling $2 million. These loans are demand loans and were originally to be paid in full by March 31, 1985.

VII. 2 U.S.C. §441b(a) prohibits national banks from making contributions in connection with any election, and candi-

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dates and political committees from accepting any such contributions.

VIII. 2 U.S.C. §441b(b)(2) defines the term "contribution" to include any loan by a national bank that is not made in the ordinary course of business to any candidate or campaign committee in connection with any federal election.

IX. 2 U.S.C. §431(8)(B)(vii)(II) states, among other requirements, that a loan by a national bank is in the ordinary course of business, and not a contribution, if the loan is made on a basis which assures repayment.

X. On or about November 15, 1985, the Glenn Committee suspended the monthly installment payments of interest required by its loan agreement with the Banks. Despite this unilateral suspension of monthly payments, the Banks granted an extension of the final principal payment date to the Glenn Committee. Even after the expiration of the extensions, the Banks did not foreclose on the loans. The Commission therefore found reason to believe that the extensions of the March 31, 1985 date and/or not requiring timely payment of the principal and/or interest when due were not in the ordinary course of business and the Banks were in violation of 2 U.S.C. §441b, and the Glenn Committee was in violation of 2 U.S.C. §§434 and 441b.

XI. Respondents contend, however, that the Banks extended the original March 31, 1985 date in the loans to the Glenn Committee at times when the Glenn Committee was without sufficient funds to repay the loans; that such extensions did not change the demand character of the loans, were in the ordinary

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course of business and were based on Senator John Glenn's personal commitment to raise the funds necessary to repay the loans, the undertakings of the comfort letter signers, the insurance policy on the life of John Glenn in favor of the Banks, and other security given; that to date the Glenn Committee has paid at least $1,170,271.33 in principal and interest on the loans; and that accordingly the reporting and the extensions of the loans did not result in a violation of 2 U.S.C. §441b by the Banks or 2 U.S.C. §§434 and 441b by the Glenn Committee.

XII. For purposes of settlement of this matter only, Respondent Banks do not further contest the Commission's allegations that the extensions of the loan's due date and/or the failure to require timely payment of the principal and/or interest on those loans was in violation of 2 U.S.C. 441b. For purposes of settlement of this matter only, Respondents Glenn Committee and William R. White do not further contest the Commission's allegations that the extensions of the loan's due date and/or the failure to require timely payment of the principal and/or interest on those loans and the reporting thereof was in violation of 2 U.S.C. §§434 and 441b. By agreeing not to further contest the Commission's allegations, Respondents do not concede that such allegations are proven by the record in this matter.

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XIII. In settlement of this matter, the Respondent John Glenn President Committee Inc. agrees to pay one thousand dollars ($1,000.00) to the Federal Election Commission.

XIV. Nothing in this Agreement may be used in any other judicial or administrative proceeding against, or as an admission by, any of the Respondents.

XV. The Commission, on request of anyone filing a complaint under 2 U.S.C. §437g(a)(1) concerning the matters at issue herein or on its own motion, may review compliance with this agreement. If the Commission believes that this agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

XVI. This Agreement shall become effective as of the date that all parties hereto have executed same and the Commission has approved the entire agreement.

XVII. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised in MUR 2194, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained in this written agreement shall be enforceable.

FOR THE COMMISSION:

Lawrence M. Noble
Acting General Counsel

6/3/87
Date

9404353518

FOR THE RESPONDENTS:

Harlan Pomeroy
for the John Glenn Presidential
Committee Inc., and
William R. White, as Treasurer

5/12/87
Date

John Timothy Young
for AmeriTrust Company National
Association,
BancOhio National Bank, and
Bank One, Columbus, N.A.

MAY 11, 1987
Date

Robert W. Trafford
for The Huntington National Bank

5/11/87
Date

9 4 0 4 3 5 3 5 1 1 9

APPENDIX B

Tuesday, July 23, 1991. The Beacon Journal

Glenn debt still grows

• Nearly $500,000 in added interest shows on report to Federal Election Commission; penalties possible; problem is hangover from 1984 presidential effort

BY WILLIAM HERSHEY
Beacon Journal Washington Bureau

WASHINGTON: Oops.

Tack on another half a million dollars to Sen. John Glenn's 1984 presidential campaign debt.

It's not that the Ohio Democrat owes that much more now than he did last year.

It's just that for seven years Glenn failed to report — as a Federal Election Commission spokesman said he was supposed to — the interest due on $2 million he borrowed from four Ohio banks for the 1984 campaign.

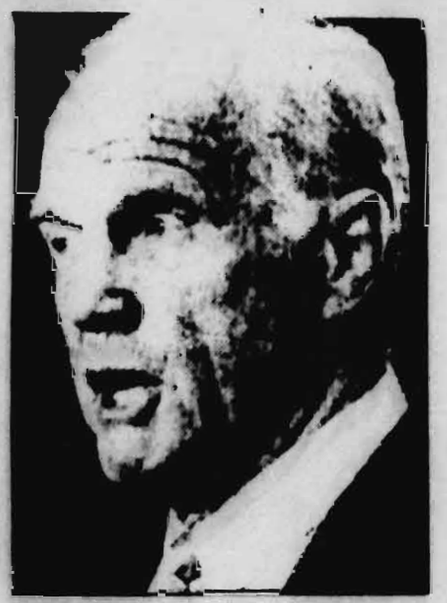
The interest — $493,135.64 — showed up for the first time in the report made available last week at the Federal Election Commission. The report covers April 1 through June 30.

Altogether, Glenn still owes $2,753,252.23, just slightly less than the $2,851,982 he reported owing at the end of 1984.

Plus the interest, Glenn owes $1,164,813.08 on the principal and $1,095,303.51 for motel rooms, rented cars and other goods and services in the campaign, according to the most recent report.

FEC spokesman Fred Eiland declined to discuss Glenn's case but said campaign finance reports are supposed to show interest on loans, as well as the principal. If

See DEBT, Page B2



Sen. John Glenn doesn't like to raise money.

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DEBT

• Presidential campaign burden still grows from unpaid interest on loans

Continued from Page B1

the FEC believes omission of interest was a violation of federal election law, it can seek a penalty of $5,000 or the amount of the violation, Elland said. In Glenn's case, the reporting violation was nearly $500,000.

Glenn spokesman Dale Butland said a lawyer he wouldn't identify had assured the Glenn campaign that no violation had occurred. "That was just an honest mistake," Butland said of the omission of the interest.

Political scientist Candice Nelson, a campaign finance expert, said that if the mistake was technical the FEC probably wouldn't initiate an investigation.

"The FEC is not known for its severe punishment," said Nelson, assistant professor of political science at American University in Washington. "It's not the most aggressive agency in the world."

There is no record in Glenn's file that the FEC ever asked the campaign about the interest.

Butland said the campaign committee recently asked the FEC whether the interest should be listed. An FEC spokesman said it should be, Butland said.

Glenn has paid no interest on the loans since February 1986, Butland said. The interest has been accumulating at about $7,705 a month. The banks — Huntington National Bank, Bank One and Banc Ohio of Columbus and AmeriTrust of Cleveland — lent the campaign the money at the prime interest rate plus 1 percent. The prime rate — the rate banks charge their best customers — is now 8.5 percent.

Before February 1986, Glenn had paid nearly $500,000 in interest, Butland said. Of the nearly $900,000 in principal Glenn has paid, about $750,000 was from leftover contributions from his 1986 Senate re-election campaign.

Glenn's efforts to reduce the debt were delayed by the 1986 campaign and then by the Senate investigation into Glenn's relationship with savings and loan executive Charles F. Keating, said Butland. Besides, Glenn hates raising money.

"Glenn has said on a number of occasions he would rather wrestle a gorilla than ask someone for money," Butland has said.

Glenn has raised no money this year to retire the 1984 debt. Most of his fund-raising efforts this year are expected to be devoted to the campaign for re-election to a fourth term.

Glenn's last Senate campaign finance report showed him with just $142,497, a fraction of the more than $8 million that Sen. Howard Metzenbaum, D-Ohio, and Republican George Voinovich each spent in their 1988 Senate race.

The loans for $2 million have been controversial ever since they were made. In 1987, Glenn paid $4,000 as part of an out-of-court agreement that avoided a federal court trial over FEC charges that the loans were improper.

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APPENDIX C

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of the	)	
	)	
Senator John Glenn Committee, and	)	
William T. Brown, as treasurer,	)	
John Glenn Presidential Committee,	)	
Inc., and William R. White, as	)	MUR 2194
treasurer,	)	
AmeriTrust Co.,	)	
AmeriTrust Corp.,	)	
BancOhio National Bank,	)	
Bank One of Columbus, N.A., and	)	
Huntington National Bank.	)	

SENSITIVE

GENERAL COUNSEL'S REPORT

On July 3, 1986, the Commission received a complaint from Gordon M. Strauss, as General Counsel of the Kindness for Senate Committee, alleging violations of the Act by the Senator John Glenn Committee ("Senate Committee"), the John Glenn Presidential Committee, Inc. ("Presidential Committee"), and four Ohio financial institutions: AmeriTrust Corp., BancOhio, Bank One of Columbus, N.A., and the Huntington National Bank.[1/] The Office of the General Counsel notified the respondents of the Commission's receipt of the complaint by letters dated July 11, 1986. Following their receipt of the Commission's notification letters, counsel for the four financial institutions and the two committees requested and received extensions of time in which to submit responses to the complaint. See First General Counsel's

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1/ The complaint, which is split into two parts, one containing the allegations against the Glenn Committees and the other containing the allegations against the financial institutions, previously was submitted on June 17, 1986, but was returned to the complainant on June 23, 1986 because, although the signatures on the complaint had been notarized, the complaint itself had not been sworn to.

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Report, MUR 2194 (dated August 18, 1986). Finally, the respective counsel filed timely responses for each of their clients. Attachments 1 through 5.

The Office of the General Counsel now recommends that the Commission determine to take no action at this time regarding the the issue of whether AmeriTrust Co., BancOhio National Bank, Bank One of Columbus, N.A., and the Huntington National Bank violated 2 U.S.C. § 441b by making loans outside the ordinary course of business to the John Glenn Presidential Committee, Inc, or the issue of whether the Presidential Committee and William R. White, as treasurer, violated § 441b by accepting those loans, because that issue has already been dealt with in MUR 1689. The Office of the General Counsel recommends, however, that the Commission find reason to believe that the Presidential Committee and Mr. White, as treasurer, violated 2 U.S.C. § 434 by misreporting the loans from AmeriTrust Co., BancOhio, Bank One and Huntington National as "secured," because that allegation was not raised in any of the previous MURs involving the bank loans. Next, the Office of the General Counsel recommends that the Commission find reason to believe that AmeriTrust Co., BancOhio, Bank One and the Huntington National Bank violated 2 U.S.C. § 441b by making additional contributions to the Presidential Committee and the Senate Committee by extending the due dates for payment of principal and/or interest by the Presidential Committee on the loans, and not requiring timely payment of the principal and/or interest when due, and that those committees and their

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treasurers, William R. White and William T. Brown, respectively, violated 2 U.S.C. §§ 441b and 434 by accepting those contributions and failing to report them.[2/]

Finally, the General Counsel's Office recommends that the Commission reject the Kindness's Committee's request that the Commission's investigation of the Glenn bank loans be made public.

I. BACKGROUND.

A. The Loans.

John Glenn was an unsuccessful candidate for the Democratic Party nomination for the office of President of the United States in 1984. The John Glenn Presidential Committee, Inc. was and is the authorized principal campaign committee for that campaign. In addition, Mr. Glenn was a candidate for reelection to the United States Senate from Ohio in the November 1986 election. The Senator John Glenn Committee is the authorized principal campaign committee for this latter campaign.[3/]

2/ The Office of the General Counsel recommends that the Commission find no reason to believe that AmeriTrust Corp., which was erroneously named as a respondent in the complaint, violated 2 U.S.C. § 441b by making contributions to the Presidential Committee and the Senate Committee (according to the Presidential Committee's reports, AmeriTrust Co., not AmeriTrust Corp., made the loan to the Presidential Committee), and close the file in this matter with respect to AmeriTrust Corp. Similarily, the General Counsel's Office recommends that the Commission find no reason to believe that the Glenn Committees and their treasurers violated 2 U.S.C. §§ 441b and 434 by accepting the alleged contributions from AmeriTrust Corp., and failing to report, or misreporting them.

3/ The complainant Kindness Committee is the authorized principal campaign committee for Congressman Thomas N. Kindness, Senator Glenn's Republican opponent in the November 4, 1986 general election.

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During 1984, the Presidential Committee received $500,000 loans from four Ohio banks: BancOhio National Bank, Bank One of Columbus, N.A.; and the Huntington National Bank (each of which were named as respondents in the Kindness Committee complaint); and AmeriTrust Co. (a subsidary of the respondent AmeriTrust Corp.). As "collateral" for these loans, the banks, which are all corporations or national banks with offices in Ohio, accepted letters from eighteen major contributors to the Presidential Committee indicating the contributors' support for the Presidential Committee's efforts, but not guaranteeing the loans. The Presidential Committee has consistently reported the loans, which were originally due on March 28, 1985, as "secured" on its reports to the Commission.

Initially, the Presidential Committee made the monthly installment payments of principal and interest on the loans required by its loan agreements with the four banks. On or about November 1, 1986, however, the Presidential Committee unilaterally suspended those payments. Complaint ¶ 7. The Presidential Committee subsequently asked the banks to grant the Presidential Committee a moratorium on all payments until March 1, 1987, so that the Senate Committee could raise funds for Glenn's senate race unfettered by the preexisting loans, which by then already were in default. See Complaint ¶ 9. The Presidential Committee asked the banks simply to add the accruing interest on the loans to the unpaid balances, thus increasing the Presidential Committee's indebtedness to the banks, without

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requiring any additional collateral or other security. Id.

On or about February 25, 1986, three of the banks (AmeriTrust, BancOhio and Bank One) granted the Presidential Committee's request for a moratorium, but only until May 15, 1986, at which time all interest and principal on the loans would be immediately due and payable. Complaint ¶ 10. The other bank (Huntington National) granted the Presidential Committee an extension on the payment of principal (but not interest) on its loan to the Presidential Committee until January 15, 1986, but denied subsequent requests by the Presidential Committee to further extend the loan to March 16 and May 16, 1986. See Huntington National Response, Attachment 5, at 2 and N.1. The Presidential Committee subsequently failed to make any of the interest payments due to Huntington National, and that bank then "called" the Presidential Committee's loan on May 6, 1986. Id. Thus, the loans from all four banks were "due" on or before May 15, 1986. Instead of paying the loans when due, however, the Presidential Committee informed the banks that the debts would not be repaid until after the November 4, 1986 general election, and that no major effort by the Presidential Committee to solicit funds to repay the loans should be expected until that time. Complaint ¶ 12. Indeed, the Presidential Committee had already rented its contributor lists, which could have been used to solicit funds to repay the loans, to the Senate Committee and another organization, the National Counsel on Public Policy (whose address is the same as that of the Presidential Committee), for $7,900 and $9,500, respectively. Complaint ¶ 14.

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Although the Presidential Committee has continued to make other expenditures (including $20,000 in premium payments on an insurance policy on Senator Glenn's life, which was required by the loan agreements), the Committee has made no payments since November 1, 1985 on any of the four loans. Complaint ¶ 14. Meanwhile, interest continues to accrue on the loans, with at least three of the banks adding the interest to the unpaid principal amount of the loans. Id. The Presidential Committee, however, has not reported this interest owed to the banks on its FEC reports.

Finally, the banks apparently have made no serious efforts to collect the loans. Complaint ¶ 14. Although the banks filed a suit against the Commission seeking a declaratory judgment that the loans were legal, the banks have not instituted collection proceedings against the Presidential Committee.

B. The Administrative Complaint.

As previously mentioned, the Kindness Committee filed a complaint alleging violations by the Presidential Committee, the Senate Committee, and four financial institutions. That complaint essentially alleges two different sets of violations by respondents.

First, the complaint alleges that the initial granting of the $500,000 loans to the Presidential Committee by the four financial institutions was outside the normal course of business because the Presidential Committee never gave the institutions any "assurance" that the loans would be repaid. The complaint

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alleges that the loans, therefore, constitute prohibited contributions by the named respondents to the Presidential Committee in violation of 2 U.S.C. § 441b. The complaint also alleges that the Presidential Committee violated 2 U.S.C. §§ 441b and 434 by accepting the loans and incorrectly reporting them as "secured."

Second, the complaint alleges that, at the Presidential Committee's request, the financial institutions made additional contributions in violation of 2 U.S.C. § 441b to both the Presidential and Senate Committees by permitting the Presidential Committee to suspend its fundraising efforts until after the November 1986 general election, thus enabling the Senate Committee to solicit contributions for Glenn's reelection campaign from potential Presidential Committee contributors without competing with the Presidential Committee for those funds. The complaint also alleges that both Glenn Committees violated 2 U.S.C. § 441b by accepting these additional contributions. This allegation of additional contributions by the financial institutions to the Senate Committee is relatively straightforward -- the financial institutions have increased the Senate Committee's fundraising capability by not requiring timely repayment of the Presidential Committee's outstanding loans from what the complaint implies is a limited pool of Glenn contributions. The allegation of additional contributions to the Presidential Committee apparently is premised on the theory that the financial institutions granted the Presidential Committee

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additional extensions of credit or loans each time that committee defaulted on a loan payment and/or additional interest accrued and the financial institutions did not take steps to collect that amount. The complaint asserts that these additional loans were outside the normal course of business because the financial institutions did not seek any additional assurances of repayment from the Presidential Committee, and these additional loans were granted even though the financial institutions knew there was little, if any, hope of repayment.

The complaint further contends that the financial institutions made, and the Glenn Committees accepted, similiar additional contributions in violation of 2 U.S.C. § 441b when the financial institutions permitted the Presidential Committee to rent its contributor solicitation lists to the Senate Committee and the National Council on Public Policy, thereby "depreciating" an asset upon which the institutions previously could have replied upon for repayment. According to the complaint, the receipts that the Senate Committee and the Policy Council derived from their use of the lists represent funds that the financial institutions gave up their right to collect as loan repayments from the Presidential Committee. By permitting the Presidential Committee to rent its lists to the Senate Committee, the financial institutions allegedly permitted the Senate Committee to use the proceeds to influence Glenn's reelection campaign. The complaint alleges that both Glenn Committees also violated 2 U.S.C. § 434 by failing to report these additional contributions.

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C. **Respondents' Submissions.**

In their responses, the respondents propose numerous reasons why they believe the Commission should find no reason to believe that violations occurred and dismiss the Kindness complaint.

Initially, the two Glenn Committees assert that the complaint "was drafted for public consumption at a press conference, and not for serious and thoughtful consideration by" the Commission. Attachment 1 at 2. The Committees imply that the filing of such a "partisan political" complaint constitutes an abuse of process that the Commission should not condone. Attachment 1 at 3, and 7.

Next, with respect to the allegations regarding the lack of security or collateral for the original loans, the Glenn Committees suggest that because the Commission already has concluded its investigation and filed suit with respect to MUR 1689 (which involved the original granting of the loans), the Commission is precluded from taking further administrative enforcement actions with respect to those loans. Attachment 1 at 6-7. Similarily, two of the financial institutions (BancOhio and Bank One), both of whom assert without explanation that the loans were legal, propose that the Commission defer action on the loans pending resolution of the aforementioned litigation. Attachments 2 and 3 at 2. The third respondent (AmeriTrust Corp.) asserts that it neither is a bank nor has extended credit to either of the Glenn committees. Attachment 4 at 1. AmeriTrust Corp., therefore, contends that the complaint should be dismissed with

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respect to it. The final respondent (Huntington National) does not respond to the allegations in the complaint regarding the original granting of the loans. See Attachment 5.

Finally, the respondents make numerous arguments with respect to the additional prohibited contributions to the Glenn Committees that allegedly resulted from the financial institutions "acquiescence" in the Presidential Committee's default on the loans and the rental of its contributor solicitation lists.

BancOhio and Bank One, for example, both deny that they made contributions to the Senate Committee because examinations of their records conducted after they received notification of the Kindness complaint do not show any loans to the Senate Committee. BancOhio claims that it has no record of any accounts for the Senate Committee. Bank One claims that the only accounts that appear on its records for the Senate Committee are ordinary savings, checking, VISA and certificate of deposit accounts. Furthermore, both banks contend that the two Glenn Committees are separate entities, and that a loan to the Presidential Committee therefore should not, and cannot, be construed as a loan or extension of credit to the Senate Committee.

The Huntington National Bank denies that it granted the Presidential Committee a moratorium on its loan. Instead, Huntington asserts that, although it extended the due date on its loan, the bank has never excused the Presidential Committee from

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making monthly interest payments. Huntington goes on to argue that

> [t]he fact that Huntington has not received the interest payments to which it is entitled is in no way the result of any failure by Huntington to demand that those payments be made. Rather, as is apparent to any impartial observer, the Glenn Committee lacks the financial capacity to make those payments at present. The Huntington has, and will continue, to make every commercially reasonable effort to obtain the sums due it from the Presidential Committee. The Huntington has, and will continue, to take the same kind of action with respect to its loan to the Presidential Committee that it would with respect to any other loan in similar circumstances.

Attachment 5 at 2-3. Huntington also denies that there is any legal basis for the Kindness complaint's theory that the banks' alleged forbearance from collecting the sums due them by the Presidential Committee creates contributions from the banks to the Senate Committee.

Finally, the Glenn Committees deny that they should be considered to have received prohibited contributions merely because the banks have failed to commence legal proceedings against them to collect the unpaid balances on the loans. According to the committees, they are simply "passive, gratuitous beneficiar[ies] of circumstances over which [they have] no control. . .." Attachment 1 at 3. They argue that this is particularly true with respect to the Senate Committee since, as a separate entity with different officers and a different purpose, it was in no way a party to the loans. The Glenn Committees also suggest that the Commission should not attempt to

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second guess the banks' failure to sue on the loans:

> Banks are not in the business of putting people out of business. If a bank can make an objective judgment that working with a delinquent debtor will be more likely to produce eventual repayment than to foreclose, padlock the doors, and liquidate, then a bank is free to act accordingly. And it is free to do so equally whether it is dealing with a business or political committee.
>
> Complainant is asking this Commission to substitute its judgment for that of the banks in deciding which course of action is most likely to eventually produce repayment. In the absence of a showing that the judgment of the banks is arbitrary, capricious, and unsupported by any facts, Respondent [sic] believes that the Commission should not attempt to put itself in the place of the banks.

Attachment 1 at 8-9.

II. LEGAL ANALYSIS

The Act expressly prohibits national banks from making any contribution or expenditure in connection with any election to any political office. 2 U.S.C. § 441b(a). The term contribution is defined to include any gift, loan, advance, or deposit of money or anything of value made to any candidate or campaign committee in connection with any election for Federal office. 2 U.S.C. § 441b(b)(2). Cf. 2 U.S.C. § 431(8)(A)(i). However, a loan is not a contribution if made by a federally chartered depository institution in accordance with applicable law and in the ordinary course of business. 2 U.S.C. §§ 431(8)(B)(vii) and 441b(b)(2). A loan is considered made in the ordinary course of business if it is made on a basis which assures repayment, is evidenced by a written instrument, subject to a due date, and

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bears the usual and customary interest rate of the lending institution. 2 U.S.C. § 431(8)(B)(vii)(II) & (III), 11 C.F.R. § 100.7(b)(11).

A. Initial Granting of the $500,000 Loans.

As previously discussed, the Kindness complaint alleges that the respondents made prohibited contributions to the Presidential Committee by granting the originial $500,000 loans and the Glenn Committee violated 2 U.S.C. § 441b by accepting the loans. Because the Commission has dealt with these allegations in MUR 1689, and consistent with the Commission's action in MUR 2206, the Office of the General Counsel recommends that the Commission take no action at this time concerning the issue of whether AmeriTrust Co., BancOhio National Bank, Bank One of Columbus, N.A., and the Huntington National Bank violated 2 U.S.C. § 441b by making the initial $500,000 loans to the Presidential Committee outside the ordinary course of business, and that the Glenn Presidential Committee and William R. White, as treasurer, violated 2 U.S.C. § 441b by accepting the $500,000 loans. Finally, because the allegation concerning the misreporting of the initial loans was not raised in the context of any previously considered MURs, the General Counsel's Office recommends that the Commission find reason to believe that the Presidential Committee and William R. White, as treasurer, violated 2 U.S.C. § 434 by misreporting the bank loans from AmeriTrust Co., BancOhio, Bank One and Huntington National Bank as secured.

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B. Subsequent Contributions.

With respect to the Kindness Committee's allegations that additional prohibited contributions occurred when the banks "acquiesced" in the Presidential Committee's default on the loans, the Office of the General Counsel believes that the Commission has sufficient facts to find reason to believe violations occurred. For example, it appears that, the banks may have given the Presidential Committee something of value both when they agreed to Glenn's request for additional time to repay the principal amounts of the loans, and when they subsequently failed to require payment of the principal when due. In addition, the three banks that agreed to moratoriums on the payment of interest also may have given the Presidential Committee something of value when they began adding the accruing interest to the outstanding loan balances instead of requiring timely payment of the interest. Similarly, Huntington National may have given the Presidential Committee something of value when it failed to require payment of interest by the Presidential Committee when due. Because the four banks allegedly never sought any additional collateral or other security from the Presidential Committee as the committee's level of total indebtedness to the banks increased, these additional extensions of credit appear to have been outside the ordinary course of business. (None of the respondents has ever suggested that the so-called "comfort letters," which the Presidential Committee claimed secured the original $500,000 loans, are

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sufficient to also cover the accrued interest.) Furthermore, it also appears that the banks' acquiescence in the Presidential Committee's default on its payments of principal and interest was outside the ordinary course of business for the banks.

Similiarly, the banks' granting of the requests for a moratorium on the loans and subsequent failure to require payment when due may have also caused contributions by the banks to the Senate Committee to occur. Initially, by agreeing to the requests and/or acquiescing in the defaults, the banks may have given the Senate Committee something of value. For example, when the banks permitted the Presidential Committee to defer soliciting contributions to repay the loans until after the November 1986 general election, the banks eliminated the need for the Senate Committee to compete with the Presidential Committee for contributions, thus increasing the Senate Committee's fundraising capability. Futhermore, because the moratoriums allegedly were sought for the express purpose of allowing the Senate Committee to more easily raise funds for the Senate campaign, it appears that the banks' granting of the moratoriums was in connection with a federal election.[4/]

The Office of the General Counsel, therefore, recommends that the Commission find reason to believe both that the four

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4/ The General Counsel's Office does not believe that the banks' acquiescence in the Presidential Committee's rental of its solicitation lists in and of itself constitutes a violation as alleged in the Kindness complaint because the banks did not have a security interest in these lists. However, it may be further evidence of the other violations.

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banks violated 2 U.S.C. § 441(b) by making these additional contributions, and that the two Glenn committees and their treasurers violated 2 U.S.C. §§ 441b and 434 by accepting those contributions and failing to report them.[5/]

III. KINDNESS COMMITTEE'S REQUEST THAT THE COMMISSION RELEASE THE ENTIRE FILE IN THE GLENN BANK LOAN MURS.

Although the foregoing discussion deals with the violations alleged in the Kindness complaint, one additional matter remains to be considered by the Commission.

Several weeks after it filed its administrative complaint in this matter, the Kindness Committee submitted a written request for the Commission "to make public all documentation and correspondence with the Glenn [Presidential] committee, regarding the investigation of the bank loans and subsequent correspondence during the period of conciliation between the Glenn Committee and the Commission." Attachment 6 at 1-2. The Kindness Committee contends that such disclosure is proper because, in its view, the Presidential Committee and the banks have waived confidentiality by filing suits against the Commission regarding the bank loans. Attachment 6 at 1. The Kindness Committee asserts the complaints in that litigation "constitute written consent that the documentation surrounding the bank loan investigation be made public." Id.

5/ Because AmeriTrust Co. was not named in the complaint, it was not sent a copy of the complaint. Consequently, a General Counsel's Factual and Legal Analysis has been prepared for AmeriTrust Co. See Attachment 9.

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The Office of the General Counsel believes that the Commission should reject the Kindness Committee's request. Initially, both 2 U.S.C. § 437g(a)(4)(B)(i) and 2 U.S.C. § 437g(a)(12)(A) require the express written consent of the respondent before confidentiality can be waived. This Office does not believe that the complaints in the two suits filed against the Commission should be construed as such consent because those complaints do not refer to any waiver of confidentiality with regard to the Commission's enforcement proceedings. Even if the respondents had waived confidentiality, many of the documents in both MURs would be exempt from disclosure pursuant to the Freedom of Information Act, or otherwise privileged from discovery in civil litigation. The General Counsel's Office, therefore, recommends that the Commission reject the Kindness Committee request. Instead, the Office of the General Counsel believes that the Commission should follow its normal procedure of not releasing the enforcement file until the conclusion of the section 437g(a)(6)(A) offensive litigation.

RECOMMENDATIONS:

1. Take no action at this time regarding the issue of whether AmeriTrust Co., BancOhio National Bank, Bank One of Columbus, N.A., and the Huntington National Bank violated 2 U.S.C. § 441b by making $500,000 loans outside the ordinary course of business to the John Glenn Presidential Committee, Inc.;

2. Take no action at this time regarding the issue of whether the John Glenn Presidential Committee, Inc., and William R. White, as treasurer, violated

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2 U.S.C. § 441b by accepting the $500,000 loans from the AmeriTrust Co., BancOhio National Bank, Bank One of Columbus, N.A., and the Huntington National Bank;

3. Find reason to believe that the John Glenn Presidential Committee, Inc. and William R. White, as treasurer, violated 2 U.S.C. § 434 by misreporting the $500,000 loans from AmeriTrust Co., BankOhio National Bank, Bank One of Columbus, N.A., and Huntington National Bank as "secured" loans;

4. Find reason to believe that AmeriTrust Co., BancOhio National Bank, Bank One of Columbus, N.A., and the Huntington National Bank violated 2 U.S.C. § 441b by making additional contributions to the John Glenn Presidential Committee Inc., and the Senator John Glenn Committee by extending the due dates for payment of the principal and/or interest by the Presidential Committee on the $500,000 loans, and not requiring timely payment of the principal and/or interest by the Presidential Committee when due;

5. Find reason to believe that the John Glenn Presidential Committee, Inc., and William R. White, as treasurer, and the Senator John Glenn Committee and William T. Brown, as treasurer, violated 2 U.S.C. §§ 441b and 434 by accepting the contributions described in Recommendation 4, and failing to report them;

6. Find no reason to believe that AmeriTrust Corp. violated 2 U.S.C. § 441b by making contributions to the John Glenn Presidential Committee, Inc., and the Senator John Glenn Committee, and close the file in this matter with respect to AmeriTrust Corp.

7. Find no reason to believe that the John Glenn Presidential Committee, Inc., and William R. White, as treasurer, and the Senator John Glenn Committee and William T. Brown, as treasurer, violated 2 U.S.C. §§ 441b and 434 by accepting contributions from AmeriTrust Corp. and failing to report, or misreporting, them;

8. Approve the attached proposed factual and legal analysis and notification letters to respondents. Attachments 7 through 10; and

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9. Reject the Kindness Committee's request that the Commission's investigation of the Glenn bank loans be made public and approve the attached letter notifying the Committee of that decision. Attachment 11.

8 December 1986
Date

Charles N. Steele
General Counsel

Attachments

1. Glenn Committees' response
2. BancOhio's response (without loan agreement and closing documents)
3. Bank One's response (without loan agreement and closing documents)
4. AmeriTrust Corp's response
5. Huntington National's response
6. Kindness Committee's request
7. Proposed notification letter to counsel for Glenn Committee's and treasurers.
8. Proposed form notification letter to counsel for BancOhio, Bank One and Huntington National.
9. Proposed notification letter to AmeriTrust Co., and Factual and Legal Analysis.
10. Proposed notification letter to counsel for AmeriTrust Corp.
11. Proposed notification letter to Kindness Committee.

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

December 6, 1991

Gordon M. Strauss, Esq.
Thompson, Hine and Flory
312 Walnut Street
Suite 1400
Cincinnati, Ohio 45202

RE: MUR 3418

Dear Mr. Strauss:

I am writing in reference to the complaint filed by Robert T. Bennett, Chairman, Ohio Republican State Central and Executive Committee, alleging possible violations of the Federal Election Campaign Act of 1971 by the John Glenn Presidential Committee, Inc. and Michael Petro, as treasurer. As you are aware, the complaint which was filed on September 3, 1991, was incomplete. The allegations in the complaint refer to several appendices, none of which was attached to the complaint.

By letter dated November 4, 1991, this Office requested that your client submit the appendices referenced in the complaint within ten days. On November 25, 1991, this Office received a letter from Robert T. Bennett enclosing three appendices referenced in the complaint. This submission appears incomplete. The complaint included a reference to Appendix D, which has not been received by this Office. In addition, paragraph 6 of the complaint references Appendix C as "Copy of the Presidential Committee's report," while Appendix C which was forwarded to this Office was "General Counsel's Report, MUR 2194." Furthermore, the reference in paragraph 7 of the complaint to Appendix C is unclear. Please clarify whether the reference in paragraph 7 of the complaint to Appendix C pertains to the General Counsel's Report in MUR 2194 which has been submitted to this Office as Appendix C.

To date, this Office has not received a complete submission of the appendices to the complaint, despite several telephone conversations with your office regarding this matter. Therefore, if the materials requested above are not received by this Office by the close of business on Tuesday, December 10, 1991, we will be forced to recommend that the Commission close

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the file in this matter. Should you have any questions, please contact Mary P. Mastrobattista, the attorney assigned to this matter, at (202) 219-3400.

Sincerely,

Lawrence M. Noble
General Counsel

BY: Lois G. Lerner
Associate General Counsel

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THOMPSON, HINE AND FLORY

ATTORNEYS AT LAW
312 WALNUT STREET
14TH FLOOR
CINCINNATI, OHIO 45202-4089

AKRON, OHIO
BRUSSELS, BELGIUM
CLEVELAND, OHIO
COLUMBUS, OHIO
DAYTON, OHIO
LANDOVER, MARYLAND
PALM BEACH, FLORIDA
TORONTO, ONTARIO
WASHINGTON, D.C.

(513) 352-6700
FAX (513) 241-4771
TELEX 938003

WRITER'S DIRECT DIAL NUMBER
(513) 352-6635

December 9, 1991

ORIGINAL

Federal Election Commission
999 E. Street NW
Washington, DC 20463
Attention: Maria Mastrobattista, Esquire

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL
91 DEC 10 PM 3:49

Re: MUR 3418

Dear Commissioners:

I am counsel to the Ohio Republican Party, and its designated counsel in respect of this MUR. Mr. Bennett is out of the state, but has authorized me to submit this letter and the attached materials in response to your requests for clarification and for missing attachments. Enclosed are those attachments referred to in the Complaint filed in connection with the above-named MUR. This document serves to amend the Complaint and supplements the letter of amendment which Robert T. Bennett submitted to you on November 19, 1991.

The Complaint inadvertently referred to two documents as Appendix A. The Complaint also contains a typographically erroneous reference to an Appendix D. There was apparently no Appendix D when the Complaint was prepared, though there is now.

Mr. Bennett's letter dated November 19, 1991 resolved the above-mentioned references to two documents as Appendix A, but failed to address the missing Appendix D and neglected to redesignate the former Appendix C (Copy of John Glenn Presidential Committee FEC Report dated July 15, 1991).

The Appendices should be as follows:

Appendix A - Conciliation Agreement between the John Glenn Presidential Committee, Inc., and the FEC, dated June 3, 1987, MUR 2194.

Appendix B - Akron Beacon Journal article dated July 23, 1991.

Appendix C - General Counsel's Report, MUR 2194.

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Appendix D - Copy of John Glenn Presidential Committee FEC Report dated July 15, 1991.

Please make the following amendments to the text of the Complaint:

a. The reference in paragraph 5 to General Counsel's Report should read, "(see Appendix C: General Counsel's Report, MUR 2194.)"

b. The reference to Appendix A in paragraph 4 should read, "(see Appendix B: Article, Akron Beacon Journal, July 23, 1991, page B-1.)"

c. The reference to Appendix C in paragraph 6 should read, "(Appendix D: Copy of Presidential Committee's report, Schedule D-P.)"

d. The reference to Appendix D in paragraph 6 should read, "(Appendix D, note attached at end of Schedule D-P.)"

e. The reference to Appendix C in paragraph 7 should read, "(Appendix D.)"

Please contact me if there are any further questions. Thank you very much.

Sincerely,

Gordon M. Strauss

GORDON M. STRAUSS

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

Sworn and subscribed before me on this 9th day of December, 1991, by Gordon M. Strauss, who duly cautioned, acknowledged the foregoing document.

Jeffrey A. Lydenberg
Notary Public
My Commission Expires: _____

JEFFREY A. LYDENBERG, Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 R.C.

GMS1070.PD

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APPENDIX A

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APPENDIX A

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

June 3, 1987

Harlan Pomeroy, Esquire
Baker & Hostetler
Washington Square, Suite 1100
1050 Connecticut Avenue, N.W.
Washington, D.C. 20036

RE: MUR 2194
John Glenn Presidential Committee, Inc., and William R. White, as treasurer
Senator John Glenn Committee, and William T. Brown, as treasurer

Dear Mr. Pomeroy:

On June 1, 1987, the Federal Election Commission accepted the signed conciliation agreement submitted on behalf of the John Glenn Presidential Committee, Inc., William R. White, treasurer, in settlement of a violation of 2 U.S.C. §§ 434 and 441b, provisions of the Federal Election Campaign Act of 1971, as amended. With respect to the Senator John Glenn Committee, William T. Brown, treasurer, the Commission voted to take no further action with respect to the allegations made against these respondents. Accordingly, the file has been closed in this matter as it pertains to your clients. This matter will become a part of the public record within 30 days. If you wish to submit any factual or legal materials to appear on the public record, please do so within ten days. Such materials should be sent to the Office of the General Counsel.

Please be advised that information derived in connection with any conciliation attempt will not become public without the written consent of the respondent and the Commission. See 2 U.S.C. § 437g(a)(4)(B). The enclosed conciliation agreement, however, will become a part of the public record.

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Enclosed you will find a copy of the fully executed conciliation agreement for your files. If you have any questions, please contact Robert Bonham, the attorney assigned to this matter at (202) 376-8200.

Sincerely,

Lawrence M. Noble
Acting General Counsel

Enclosure
Conciliation Agreement

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	
John Glenn Presidential Committee Inc.,	)	
and William R. White, as Treasurer,	)	MUR 2194
AmeriTrust Company National Association,	)	
BancOhio National Bank,	)	
Bank One, Columbus, N.A., and	)	
The Huntington National Bank	)	

CONCILIATION AGREEMENT

This matter was initiated by a signed, sworn, and notarized complaint filed with the Commission on July 3, 1986, by Gordon M. Strauss, as General Counsel of the Kindness for Senate Committee. On December 16, 1986, the Federal Election Commission (the "Commission") found reason to believe that AmeriTrust Company National Association, BancOhio National Bank, Bank One, Columbus, N.A. and The Huntington National Bank (collectively, the "Banks") each violated 2 U.S.C. §441b by making contributions to the John Glenn Presidential Committee Inc. ("Glenn Committee") when the Banks agreed to extend the due dates for payment of principal and/or interest on four previously existing $500,000 loans by the Banks to the Glenn Committee, and failed to require timely payment of the principal and/or interest on those loans when due. The Commission also found reason to believe that the Glenn Committee and William R. White, as Treasurer, violated 2 U.S.C. §§434 and 441b by accepting those contributions from the Banks and failing to report them. These findings were premised on the fact that the Banks' actions appeared to go beyond the Banks' ordinary course of business.

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NOW, THEREFORE, the Banks, Glenn Committee and William R. White (the "Respondents") and the Commission, having participated in informal methods of conciliation, prior to a finding of probable cause to believe, do hereby agree as follows:

I. The Commission has jurisdiction over the Respondents and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 2 U.S.C. §437g(a)(4)(A)(i).

II. Respondents have had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. Respondents enter voluntarily into this agreement with the Commission.

IV. Respondent, John Glenn Presidential Committee Inc., is the authorized principal campaign committee for John Glenn's 1984 presidential primary election campaign. William R. White is the current Treasurer of the Glenn Committee.

V. AmeriTrust Company National Association, BancOhio National Bank, Bank One, Columbus, N.A., and The Huntington National Bank are all national banks.

VI. On February 9, and February 15, 1984, the Glenn Committee received loans from AmeriTrust Company National Association, BancOhio National Bank, Bank One, Columbus, N.A., and Huntington National Bank totalling $2 million. These loans are demand loans and were originally to be paid in full by March 31, 1985.

VII. 2 U.S.C. §441b(a) prohibits national banks from making contributions in connection with any election, and candi-

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dates and political committees from accepting any such contributions.

VIII. 2 U.S.C. §441b(b)(2) defines the term "contribution" to include any loan by a national bank that is not made in the ordinary course of business to any candidate or campaign committee in connection with any federal election.

IX. 2 U.S.C. §431(8)(B)(vii)(II) states, among other requirements, that a loan by a national bank is in the ordinary course of business, and not a contribution, if the loan is made on a basis which assures repayment.

X. On or about November 15, 1985, the Glenn Committee suspended the monthly installment payments of interest required by its loan agreement with the Banks. Despite this unilateral suspension of monthly payments, the Banks granted an extension of the final principal payment date to the Glenn Committee. Even after the expiration of the extensions, the Banks did not foreclose on the loans. The Commission therefore found reason to believe that the extensions of the March 31, 1985 date and/or not requiring timely payment of the principal and/or interest when due were not in the ordinary course of business and the Banks were in violation of 2 U.S.C. §441b, and the Glenn Committee was in violation of 2 U.S.C. §§434 and 441b.

XI. Respondents contend, however, that the Banks extended the original March 31, 1985 date in the loans to the Glenn Committee at times when the Glenn Committee was without sufficient funds to repay the loans; that such extensions did not change the demand character of the loans, were in the ordinary

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course of business and were based on Senator John Glenn's personal commitment to raise the funds necessary to repay the loans, the undertakings of the comfort letter signers, the insurance policy on the life of John Glenn in favor of the Banks, and other security given; that to date the Glenn Committee has paid at least $1,170,271.33 in principal and interest on the loans; and that accordingly the reporting and the extensions of the loans did not result in a violation of 2 U.S.C. §441b by the Banks or 2 U.S.C. §§434 and 441b by the Glenn Committee.

XII. For purposes of settlement of this matter only, Respondent Banks do not further contest the Commission's allegations that the extensions of the loan's due date and/or the failure to require timely payment of the principal and/or interest on those loans was in violation of 2 U.S.C. 441b. For purposes of settlement of this matter only, Respondents Glenn Committee and William R. White do not further contest the Commission's allegations that the extensions of the loan's due date and/or the failure to require timely payment of the principal and/or interest on those loans and the reporting thereof was in violation of 2 U.S.C. §§434 and 441b. By agreeing not to further contest the Commission's allegations, Respondents do not concede that such allegations are proven by the record in this matter.

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XIII. In settlement of this matter, the Respondent John Glenn President Committee Inc. agrees to pay one thousand dollars ($1,000.00) to the Federal Election Commission.

XIV. Nothing in this Agreement may be used in any other judicial or administrative proceeding against, or as an admission by, any of the Respondents.

XV. The Commission, on request of anyone filing a complaint under 2 U.S.C. §437g(a)(1) concerning the matters at issue herein or on its own motion, may review compliance with this agreement. If the Commission believes that this agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

XVI. This Agreement shall become effective as of the date that all parties hereto have executed same and the Commission has approved the entire agreement.

XVII. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised in MUR 2194, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained in this written agreement shall be enforceable.

FOR THE COMMISSION:

Lawrence M. Noble
Acting General Counsel

6/3/87
Date

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FOR THE RESPONDENTS:

Harlan Polsroy
for the John Glenn Presidential
Committee Inc., and
William R. White, as Treasurer

5/12/87
Date

John Timothy Young
for AmeriTrust Company National
Association,
BancOhio National Bank, and
Bank One, Columbus, N.A.

MAY 11, 1987
Date

Robert W. Trafford
for The Huntington National Bank

5/11/87
Date

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APPENDIX B

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Appendix B

Tuesday, July 23, 1991. The Beacon Journal

Glenn debt still grows

• Nearly $500,000 in added interest shows on report to Federal Election Commission; penalties possible; problem is hangover from 1984 presidential effort

BY WILLIAM HERSHEY
Beacon Journal Washington Bureau

WASHINGTON: Oops.

Tack on another half a million dollars to Sen. John Glenn's 1984 presidential campaign debt.

It's not that the Ohio Democrat owes that much more now than he did last year.

It's just that for seven years Glenn failed to report — as a Federal Election Commission spokesman said he was supposed to — the interest due on $3 million he borrowed from four Ohio banks for the 1984 campaign.

The interest — $493,135.64 — showed up for the first time in the report made available last week at the Federal Election Commission. The report covers April 1 through June 30.

Altogether, Glenn still owes $2,753,252.28, just slightly less than the $2,851,922 he reported owing at the end of 1984.

Plus the interest, Glenn owes $1,164,813.08 on the principal and $1,095,303.51 for motel rooms, rented cars and other goods and services in the campaign, according to the most recent report.

FEC spokesman Fred Eiland declined to discuss Glenn's case but said campaign finance reports are supposed to show interest on loans, as well as the principal. If

See DEBT, Page B2

Sen. John Glenn doesn't like to raise money.

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DEBT

• Presidential campaign burden still grows from unpaid interest on loans

Continued from Page B1

the FEC believes omission of interest was a violation of federal election law, it can seek a penalty of $5,000 or the amount of the violation, Eiland said. In Glenn's case, the reporting violation was nearly $500,000.

Glenn spokesman Dale Butland said a lawyer he wouldn't identify had assured the Glenn campaign that no violation had occurred. "That was just an honest mistake," Butland said of the omission of the interest.

Political scientist Candice Nelson, a campaign finance expert, said that if the mistake was technical the FEC probably wouldn't initiate an investigation.

"The FEC is not known for its severe punishment," said Nelson, assistant professor of political science at American University in Washington. "It's not the most aggressive agency in the world."

There is no record in Glenn's file that the FEC ever asked the campaign about the interest.

Butland said the campaign committee recently asked the FEC whether the interest should be listed. An FEC spokesman said it should be, Butland said.

Glenn has paid no interest on the loans since February 1986, Butland said. The interest has been accumulating at about $7,705 a month. The banks — Huntington National Bank, Bank One and Banc Ohio of Columbus and AmeriTrust of Cleveland — lent the campaign the money at the prime interest rate plus 1 percent. The prime rate — the rate banks charge their best customers — is now 8.5 percent.

Before February 1986, Glenn had paid nearly $500,000 in interest, Butland said. Of the nearly $900,000 in principal Glenn has paid, about $750,000 was from leftover contributions from his 1986 Senate re-election campaign.

Glenn's efforts to reduce the debt were delayed by the 1986 campaign and then by the Senate investigation into Glenn's relationship with savings and loan executive Charles F. Keating, said Butland. Besides, Glenn hates raising money.

"Glenn has said on a number of occasions he would rather wrestle a gorilla than ask someone for money," Butland has said.

Glenn has raised no money this year to retire the 1984 debt. Most of his fund-raising efforts this year are expected to be devoted to the campaign for re-election to a fourth term.

Glenn's last Senate campaign finance report showed him with just $142,497, a fraction of the more than $8 million that Sen. Howard Metzenbaum, D-Ohio, and Republican George Voinovich each spent in their 1988 Senate race.

The loans for $2 million have been controversial ever since they were made. In 1987, Glenn paid $4,000 as part of an out-of-court agreement that avoided a federal court trial over FEC charges that the loans were improper.

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APPENDIX C

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APPENDIX C

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of the	)	
	)	
Senator John Glenn Committee, and William T. Brown, as treasurer,	)	
John Glenn Presidential Committee, Inc., and William R. White, as treasurer,	)	MUR 2194
AmeriTrust Co.,	)	
AmeriTrust Corp.,	)	
BancOhio National Bank,	)	
Bank One of Columbus, N.A., and	)	
Huntington National Bank.	)	

SENSITIVE

GENERAL COUNSEL'S REPORT

On July 3, 1986, the Commission received a complaint from Gordon M. Strauss, as General Counsel of the Kindness for Senate Committee, alleging violations of the Act by the Senator John Glenn Committee ("Senate Committee"), the John Glenn Presidential Committee, Inc. ("Presidential Committee"), and four Ohio financial institutions: AmeriTrust Corp., BancOhio, Bank One of Columbus, N.A., and the Huntington National Bank.[1/] The Office of the General Counsel notified the respondents of the Commission's receipt of the complaint by letters dated July 11, 1986. Following their receipt of the Commission's notification letters, counsel for the four financial institutions and the two committees requested and received extensions of time in which to submit responses to the complaint. See First General Counsel's

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1/ The complaint, which is split into two parts, one containing the allegations against the Glenn Committees and the other containing the allegations against the financial institutions, previously was submitted on June 17, 1986, but was returned to the complainant on June 23, 1986 because, although the signatures on the complaint had been notarized, the complaint itself had not been sworn to.

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Report, MUR 2194 (dated August 18, 1986). Finally, the respective counsel filed timely responses for each of their clients. Attachments 1 through 5.

The Office of the General Counsel now recommends that the Commission determine to take no action at this time regarding the the issue of whether AmeriTrust Co., BancOhio National Bank, Bank One of Columbus, N.A., and the Huntington National Bank violated 2 U.S.C. § 441b by making loans outside the ordinary course of business to the John Glenn Presidential Committee, Inc, or the issue of whether the Presidential Committee and William R. White, as treasurer, violated § 441b by accepting those loans, because that issue has already been dealt with in MUR 1689. The Office of the General Counsel recommends, however, that the Commission find reason to believe that the Presidential Committee and Mr. White, as treasurer, violated 2 U.S.C. § 434 by misreporting the loans from AmeriTrust Co., BancOhio, Bank One and Huntington National as "secured," because that allegation was not raised in any of the previous MURs involving the bank loans. Next, the Office of the General Counsel recommends that the Commission find reason to believe that AmeriTrust Co., BancOhio, Bank One and the Huntington National Bank violated 2 U.S.C. § 441b by making additional contributions to the Presidential Committee and the Senate Committee by extending the due dates for payment of principal and/or interest by the Presidential Committee on the loans, and not requiring timely payment of the principal and/or interest when due, and that those committees and their

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treasurers, William R. White and William T. Brown, respectively, violated 2 U.S.C. §§ 441b and 434 by accepting those contributions and failing to report them.[2/]

Finally, the General Counsel's Office recommends that the Commission reject the Kindness's Committee's request that the Commission's investigation of the Glenn bank loans be made public.

I. BACKGROUND.

A. The Loans.

John Glenn was an unsuccessful candidate for the Democratic Party nomination for the office of President of the United States in 1984. The John Glenn Presidential Committee, Inc. was and is the authorized principal campaign committee for that campaign. In addition, Mr. Glenn was a candidate for reelection to the United States Senate from Ohio in the November 1986 election. The Senator John Glenn Committee is the authorized principal campaign committee for this latter campaign.[3/]

2/ The Office of the General Counsel recommends that the Commission find no reason to believe that AmeriTrust Corp., which was erroneously named as a respondent in the complaint, violated 2 U.S.C. § 441b by making contributions to the Presidential Committee and the Senate Committee (according to the Presidential Committee's reports, AmeriTrust Co., not AmeriTrust Corp., made the loan to the Presidential Committee), and close the file in this matter with respect to AmeriTrust Corp. Similarily, the General Counsel's Office recommends that the Commission find no reason to believe that the Glenn Committees and their treasurers violated 2 U.S.C. §§ 441b and 434 by accepting the alleged contributions from AmeriTrust Corp., and failing to report, or misreporting them.

3/ The complainant Kindness Committee is the authorized principal campaign committee for Congressman Thomas N. Kindness, Senator Glenn's Republican opponent in the November 4, 1986 general election.

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During 1984, the Presidential Committee received $500,000 loans from four Ohio banks: BancOhio National Bank, Bank One of Columbus, N.A.; and the Huntington National Bank (each of which were named as respondents in the Kindness Committee complaint); and AmeriTrust Co. (a subsidary of the respondent AmeriTrust Corp.). As "collateral" for these loans, the banks, which are all corporations or national banks with offices in Ohio, accepted letters from eighteen major contributors to the Presidential Committee indicating the contributors' support for the Presidential Committee's efforts, but not guaranteeing the loans. The Presidential Committee has consistently reported the loans, which were originally due on March 28, 1985, as "secured" on its reports to the Commission.

Initially, the Presidential Committee made the monthly installment payments of principal and interest on the loans required by its loan agreements with the four banks. On or about November 1, 1986, however, the Presidential Committee unilaterally suspended those payments. Complaint ¶ 7. The Presidential Committee subsequently asked the banks to grant the Presidential Committee a moratorium on all payments until March 1, 1987, so that the Senate Committee could raise funds for Glenn's senate race unfettered by the preexisting loans, which by then already were in default. See Complaint ¶ 9. The Presidential Committee asked the banks simply to add the accruing interest on the loans to the unpaid balances, thus increasing the Presidential Committee's indebtedness to the banks, without

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requiring any additional collateral or other security. Id.

On or about February 25, 1986, three of the banks (AmeriTrust, BancOhio and Bank One) granted the Presidential Committee's request for a moratorium, but only until May 15, 1986, at which time all interest and principal on the loans would be immediately due and payable. Complaint ¶ 10. The other bank (Huntington National) granted the Presidential Committee an extension on the payment of principal (but not interest) on its loan to the Presidential Committee until January 15, 1986, but denied subsequent requests by the Presidential Committee to further extend the loan to March 16 and May 16, 1986. See Huntington National Response, Attachment 5, at 2 and N.1. The Presidential Committee subsequently failed to make any of the interest payments due to Huntington National, and that bank then "called" the Presidential Committee's loan on May 6, 1986. Id. Thus, the loans from all four banks were "due" on or before May 15, 1986. Instead of paying the loans when due, however, the Presidential Committee informed the banks that the debts would not be repaid until after the November 4, 1986 general election, and that no major effort by the Presidential Committee to solicit funds to repay the loans should be expected until that time. Complaint ¶ 12. Indeed, the Presidential Committee had already rented its contributor lists, which could have been used to solicit funds to repay the loans, to the Senate Committee and another organization, the National Counsel on Public Policy (whose address is the same as that of the Presidential Committee), for $7,900 and $9,500, respectively. Complaint ¶ 14.

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Although the Presidential Committee has continued to make other expenditures (including $20,000 in premium payments on an insurance policy on Senator Glenn's life, which was required by the loan agreements), the Committee has made no payments since November 1, 1985 on any of the four loans. Complaint ¶ 14. Meanwhile, interest continues to accrue on the loans, with at least three of the banks adding the interest to the unpaid principal amount of the loans. Id. The Presidential Committee, however, has not reported this interest owed to the banks on its FEC reports.

Finally, the banks apparently have made no serious efforts to collect the loans. Complaint ¶ 14. Although the banks filed a suit against the Commission seeking a declaratory judgment that the loans were legal, the banks have not instituted collection proceedings against the Presidential Committee.

B. The Administrative Complaint.

As previously mentioned, the Kindness Committee filed a complaint alleging violations by the Presidential Committee, the Senate Committee, and four financial institutions. That complaint essentially alleges two different sets of violations by respondents.

First, the complaint alleges that the initial granting of the $500,000 loans to the Presidential Committee by the four financial institutions was outside the normal course of business because the Presidential Committee never gave the institutions any "assurance" that the loans would be repaid. The complaint

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alleges that the loans, therefore, constitute prohibited contributions by the named respondents to the Presidential Committee in violation of 2 U.S.C. § 441b. The complaint also alleges that the Presidential Committee violated 2 U.S.C. §§ 441b and 434 by accepting the loans and incorrectly reporting them as "secured."

Second, the complaint alleges that, at the Presidential Committee's request, the financial institutions made additional contributions in violation of 2 U.S.C. § 441b to both the Presidential and Senate Committees by permitting the Presidential Committee to suspend its fundraising efforts until after the November 1986 general election, thus enabling the Senate Committee to solicit contributions for Glenn's reelection campaign from potential Presidential Committee contributors without competing with the Presidential Committee for those funds. The complaint also alleges that both Glenn Committees violated 2 U.S.C. § 441b by accepting these additional contributions. This allegation of additional contributions by the financial institutions to the Senate Committee is relatively straightforward -- the financial institutions have increased the Senate Committee's fundraising capability by not requiring timely repayment of the Presidential Committee's outstanding loans from what the complaint implies is a limited pool of Glenn contributions. The allegation of additional contributions to the Presidential Committee apparently is premised on the theory that the financial institutions granted the Presidential Committee

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additional extensions of credit or loans each time that committee defaulted on a loan payment and/or additional interest accrued and the financial institutions did not take steps to collect that amount. The complaint asserts that these additional loans were outside the normal course of business because the financial institutions did not seek any additional assurances of repayment from the Presidential Committee, and these additional loans were granted even though the financial institutions knew there was little, if any, hope of repayment.

The complaint further contends that the financial institutions made, and the Glenn Committees accepted, similiar additional contributions in violation of 2 U.S.C. § 441b when the financial institutions permitted the Presidential Committee to rent its contributor solicitation lists to the Senate Committee and the National Council on Public Policy, thereby "depreciating" an asset upon which the institutions previously could have replied upon for repayment. According to the complaint, the receipts that the Senate Committee and the Policy Council derived from their use of the lists represent funds that the financial institutions gave up their right to collect as loan repayments from the Presidential Committee. By permitting the Presidential Committee to rent its lists to the Senate Committee, the financial institutions allegedly permitted the Senate Committee to use the proceeds to influence Glenn's reelection campaign. The complaint alleges that both Glenn Committees also violated 2 U.S.C. § 434 by failing to report these additional contributions.

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C. **Respondents' Submissions.**

In their responses, the respondents propose numerous reasons why they believe the Commission should find no reason to believe that violations occurred and dismiss the Kindness complaint.

Initially, the two Glenn Committees assert that the complaint "was drafted for public consumption at a press conference, and not for serious and thoughtful consideration by" the Commission. Attachment 1 at 2. The Committees imply that the filing of such a "partisan political" complaint constitutes an abuse of process that the Commission should not condone. Attachment 1 at 3, and 7.

Next, with respect to the allegations regarding the lack of security or collateral for the original loans, the Glenn Committees suggest that because the Commission already has concluded its investigation and filed suit with respect to MUR 1689 (which involved the original granting of the loans), the Commission is precluded from taking further administrative enforcement actions with respect to those loans. Attachment 1 at 6-7. Similarily, two of the financial institutions (BancOhio and Bank One), both of whom assert without explanation that the loans were legal, propose that the Commission defer action on the loans pending resolution of the aforementioned litigation. Attachments 2 and 3 at 2. The third respondent (AmeriTrust Corp.) asserts that it neither is a bank nor has extended credit to either of the Glenn committees. Attachment 4 at 1. AmeriTrust Corp., therefore, contends that the complaint should be dismissed with

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respect to it. The final respondent (Huntington National) does not respond to the allegations in the complaint regarding the original granting of the loans. See Attachment 5.

Finally, the respondents make numerous arguments with respect to the additional prohibited contributions to the Glenn Committees that allegedly resulted from the financial institutions "acquiescence" in the Presidential Committee's default on the loans and the rental of its contributor solicitation lists.

BancOhio and Bank One, for example, both deny that they made contributions to the Senate Committee because examinations of their records conducted after they received notification of the Kindness complaint do not show any loans to the Senate Committee. BancOhio claims that it has no record of any accounts for the Senate Committee. Bank One claims that the only accounts that appear on its records for the Senate Committee are ordinary savings, checking, VISA and certificate of deposit accounts. Furthermore, both banks contend that the two Glenn Committees are separate entities, and that a loan to the Presidential Committee therefore should not, and cannot, be construed as a loan or extension of credit to the Senate Committee.

The Huntington National Bank denies that it granted the Presidential Committee a moratorium on its loan. Instead, Huntington asserts that, although it extended the due date on its loan, the bank has never excused the Presidential Committee from

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making monthly interest payments. Huntington goes on to argue that

> [t]he fact that Huntington has not received the interest payments to which it is entitled is in no way the result of any failure by Huntington to demand that those payments be made. Rather, as is apparent to any impartial observer, the Glenn Committee lacks the financial capacity to make those payments at present. The Huntington has, and will continue, to make every commercially reasonable effort to obtain the sums due it from the Presidential Committee. The Huntington has, and will continue, to take the same kind of action with respect to its loan to the Presidential Committee that it would with respect to any other loan in similar circumstances.

Attachment 5 at 2-3. Huntington also denies that there is any legal basis for the Kindness complaint's theory that the banks' alleged forbearance from collecting the sums due them by the Presidential Committee creates contributions from the banks to the Senate Committee.

Finally, the Glenn Committees deny that they should be considered to have received prohibited contributions merely because the banks have failed to commence legal proceedings against them to collect the unpaid balances on the loans. According to the committees, they are simply "passive, gratuitous beneficiar[ies] of circumstances over which [they have] no control. . .." Attachment 1 at 3. They argue that this is particularly true with respect to the Senate Committee since, as a separate entity with different officers and a different purpose, it was in no way a party to the loans. The Glenn Committees also suggest that the Commission should not attempt to

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second guess the banks' failure to sue on the loans:

> Banks are not in the business of putting people out of business. If a bank can make an objective judgment that working with a delinquent debtor will be more likely to produce eventual repayment than to foreclose, padlock the doors, and liquidate, then a bank is free to act accordingly. And it is free to do so equally whether it is dealing with a business or political committee.
>
> Complainant is asking this Commission to substitute its judgment for that of the banks in deciding which course of action is most likely to eventually produce repayment. In the absence of a showing that the judgment of the banks is arbitrary, capricious, and unsupported by any facts, Respondent [sic] believes that the Commission should not attempt to put itself in the place of the banks.

Attachment 1 at 8-9.

II. LEGAL ANALYSIS

The Act expressly prohibits national banks from making any contribution or expenditure in connection with any election to any political office. 2 U.S.C. § 441b(a). The term contribution is defined to include any gift, loan, advance, or deposit of money or anything of value made to any candidate or campaign committee in connection with any election for Federal office. 2 U.S.C. § 441b(b)(2). Cf. 2 U.S.C. § 431(8)(A)(i). However, a loan is not a contribution if made by a federally chartered depository institution in accordance with applicable law and in the ordinary course of business. 2 U.S.C. §§ 431(8)(B)(vii) and 441b(b)(2). A loan is considered made in the ordinary course of business if it is made on a basis which assures repayment, is evidenced by a written instrument, subject to a due date, and

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bears the usual and customary interest rate of the lending institution. 2 U.S.C. § 431(8)(B)(vii)(II) & (III), 11 C.F.R. § 100.7(b)(11).

A. Initial Granting of the $500,000 Loans.

As previously discussed, the Kindness complaint alleges that the respondents made prohibited contributions to the Presidential Committee by granting the originial $500,000 loans and the Glenn Committee violated 2 U.S.C. § 441b by accepting the loans. Because the Commission has dealt with these allegations in MUR 1689, and consistent with the Commission's action in MUR 2206, the Office of the General Counsel recommends that the Commission take no action at this time concerning the issue of whether AmeriTrust Co., BancOhio National Bank, Bank One of Columbus, N.A., and the Huntington National Bank violated 2 U.S.C. § 441b by making the initial $500,000 loans to the Presidential Committee outside the ordinary course of business, and that the Glenn Presidential Committee and William R. White, as treasurer, violated 2 U.S.C. § 441b by accepting the $500,000 loans. Finally, because the allegation concerning the misreporting of the initial loans was not raised in the context of any previously considered MURs, the General Counsel's Office recommends that the Commission find reason to believe that the Presidential Committee and William R. White, as treasurer, violated 2 U.S.C. § 434 by misreporting the bank loans from AmeriTrust Co., BancOhio, Bank One and Huntington National Bank as secured.

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B. Subsequent Contributions.

With respect to the Kindness Committee's allegations that additional prohibited contributions occurred when the banks "acquiesced" in the Presidential Committee's default on the loans, the Office of the General Counsel believes that the Commission has sufficient facts to find reason to believe violations occurred. For example, it appears that, the banks may have given the Presidential Committee something of value both when they agreed to Glenn's request for additional time to repay the principal amounts of the loans, and when they subsequently failed to require payment of the principal when due. In addition, the three banks that agreed to moratoriums on the payment of interest also may have given the Presidential Committee something of value when they began adding the accruing interest to the outstanding loan balances instead of requiring timely payment of the interest. Similarly, Huntington National may have given the Presidential Committee something of value when it failed to require payment of interest by the Presidential Committee when due. Because the four banks allegedly never sought any additional collateral or other security from the Presidential Committee as the committee's level of total indebtedness to the banks increased, these additional extensions of credit appear to have been outside the ordinary course of business. (None of the respondents has ever suggested that the so-called "comfort letters," which the Presidential Committee claimed secured the original $500,000 loans, are

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sufficient to also cover the accrued interest.) Furthermore, it also appears that the banks' acquiescence in the Presidential Committee's default on its payments of principal and interest was outside the ordinary course of business for the banks.

Similiarly, the banks' granting of the requests for a moratorium on the loans and subsequent failure to require payment when due may have also caused contributions by the banks to the Senate Committee to occur. Initially, by agreeing to the requests and/or acquiescing in the defaults, the banks may have given the Senate Committee something of value. For example, when the banks permitted the Presidential Committee to defer soliciting contributions to repay the loans until after the November 1986 general election, the banks eliminated the need for the Senate Committee to compete with the Presidential Committee for contributions, thus increasing the Senate Committee's fundraising capability. Futhermore, because the moratoriums allegedly were sought for the express purpose of allowing the Senate Committee to more easily raise funds for the Senate campaign, it appears that the banks' granting of the moratoriums was in connection with a federal election.[4/]

The Office of the General Counsel, therefore, recommends that the Commission find reason to believe both that the four

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4/ The General Counsel's Office does not believe that the banks' acquiescence in the Presidential Committee's rental of its solicitation lists in and of itself constitutes a violation as alleged in the Kindness complaint because the banks did not have a security interest in these lists. However, it may be further evidence of the other violations.

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banks violated 2 U.S.C. § 441(b) by making these additional contributions, and that the two Glenn committees and their treasurers violated 2 U.S.C. §§ 441b and 434 by accepting those contributions and failing to report them.[5/]

III. KINDNESS COMMITTEE'S REQUEST THAT THE COMMISSION RELEASE THE ENTIRE FILE IN THE GLENN BANK LOAN MURS.

Although the foregoing discussion deals with the violations alleged in the Kindness complaint, one additional matter remains to be considered by the Commission.

Several weeks after it filed its administrative complaint in this matter, the Kindness Committee submitted a written request for the Commission "to make public all documentation and correspondence with the Glenn [Presidential] committee, regarding the investigation of the bank loans and subsequent correspondence during the period of conciliation between the Glenn Committee and the Commission." Attachment 6 at 1-2. The Kindness Committee contends that such disclosure is proper because, in its view, the Presidential Committee and the banks have waived confidentiality by filing suits against the Commission regarding the bank loans. Attachment 6 at 1. The Kindness Committee asserts the complaints in that litigation "constitute written consent that the documentation surrounding the bank loan investigation be made public." Id.

5/ Because AmeriTrust Co. was not named in the complaint, it was not sent a copy of the complaint. Consequently, a General Counsel's Factual and Legal Analysis has been prepared for AmeriTrust Co. See Attachment 9.

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The Office of the General Counsel believes that the Commission should reject the Kindness Committee's request. Initially, both 2 U.S.C. § 437g(a)(4)(B)(i) and 2 U.S.C. § 437g(a)(12)(A) require the express written consent of the respondent before confidentiality can be waived. This Office does not believe that the complaints in the two suits filed against the Commission should be construed as such consent because those complaints do not refer to any waiver of confidentiality with regard to the Commission's enforcement proceedings. Even if the respondents had waived confidentiality, many of the documents in both MURs would be exempt from disclosure pursuant to the Freedom of Information Act, or otherwise privileged from discovery in civil litigation. The General Counsel's Office, therefore, recommends that the Commission reject the Kindness Committee request. Instead, the Office of the General Counsel believes that the Commission should follow its normal procedure of not releasing the enforcement file until the conclusion of the section 437g(a)(6)(A) offensive litigation.

RECOMMENDATIONS:

1. Take no action at this time regarding the issue of whether AmeriTrust Co., BancOhio National Bank, Bank One of Columbus, N.A., and the Huntington National Bank violated 2 U.S.C. § 441b by making $500,000 loans outside the ordinary course of business to the John Glenn Presidential Committee, Inc.;

2. Take no action at this time regarding the issue of whether the John Glenn Presidential Committee, Inc., and William R. White, as treasurer, violated

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2 U.S.C. § 441b by accepting the $500,000 loans from the AmeriTrust Co., BancOhio National Bank, Bank One of Columbus, N.A., and the Huntington National Bank;

3. Find reason to believe that the John Glenn Presidential Committee, Inc. and William R. White, as treasurer, violated 2 U.S.C. § 434 by misreporting the $500,000 loans from AmeriTrust Co., BankOhio National Bank, Bank One of Columbus, N.A., and Huntington National Bank as "secured" loans;

4. Find reason to believe that AmeriTrust Co., BancOhio National Bank, Bank One of Columbus, N.A., and the Huntington National Bank violated 2 U.S.C. § 441b by making additional contributions to the John Glenn Presidential Committee Inc., and the Senator John Glenn Committee by extending the due dates for payment of the principal and/or interest by the Presidential Committee on the $500,000 loans, and not requiring timely payment of the principal and/or interest by the Presidential Committee when due;

5. Find reason to believe that the John Glenn Presidential Committee, Inc., and William R. White, as treasurer, and the Senator John Glenn Committee and William T. Brown, as treasurer, violated 2 U.S.C. §§ 441b and 434 by accepting the contributions described in Recommendation 4, and failing to report them;

6. Find no reason to believe that AmeriTrust Corp. violated 2 U.S.C. § 441b by making contributions to the John Glenn Presidential Committee, Inc., and the Senator John Glenn Committee, and close the file in this matter with respect to AmeriTrust Corp.

7. Find no reason to believe that the John Glenn Presidential Committee, Inc., and William R. White, as treasurer, and the Senator John Glenn Committee and William T. Brown, as treasurer, violated 2 U.S.C. §§ 441b and 434 by accepting contributions from AmeriTrust Corp. and failing to report, or misreporting, them;

8. Approve the attached proposed factual and legal analysis and notification letters to respondents. Attachments 7 through 10; and

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9. Reject the Kindness Committee's request that the Commission's investigation of the Glenn bank loans be made public and approve the attached letter notifying the Committee of that decision. Attachment 11.

3 December 1986
Date

Charles N. Steele
General Counsel

Attachments

1. Glenn Committees' response
2. BancOhio's response (without loan agreement and closing documents)
3. Bank One's response (without loan agreement and closing documents)
4. AmeriTrust Corp's response
5. Huntington National's response
6. Kindness Committee's request
7. Proposed notification letter to counsel for Glenn Committee's and treasurers.
8. Proposed form notification letter to counsel for BancOhio, Bank One and Huntington National.
9. Proposed notification letter to AmeriTrust Co., and Factual and Legal Analysis.
10. Proposed notification letter to counsel for AmeriTrust Corp.
11. Proposed notification letter to Kindness Committee.

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APPENDIX D

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APPENDIX D

FEC FORM 3P, Page 1
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

REPORT OF RECEIPTS AND DISBURSEMENTS BY AN AUTHORIZED COMMITTEE OF A CANDIDATE FOR THE OFFICE OF PRESIDENT

91 JUL 15 PM 2:54

NOTE: *This report is to be used by an authorized committee of a candidate seeking nomination or election to the Office of President or Vice President of the United States whether or not public funds are used.*

USE FEC MAILING LABEL OR TYPE OR PRINT

1. NAME OF COMMITTEE (in full): John Glenn Presidential Committee, Inc.

2. IDENTIFICATION NUMBER: C00164855

ADDRESS (number and street) ☐ Check if different than previously reported: 37 West Broad Street, Suite 430

3. IS THIS REPORT OF RECEIPTS AND DISBURSEMENTS FOR: ☒ Primary ☐ General

CITY, STATE and ZIP CODE: Columbus, Ohio 43215

4. TYPE OF REPORT ("X" appropriate box and complete, if applicable)

☐ Amendment for (Report) ☐ Monthly Report (month)
☐ April 15 Quarterly Report ☐ January 31 Year-end Report
☒ July 15 Quarterly Report ☐ Termination Report
☐ October 15 Quarterly Report

☐ Twelfth Day Before Election
☐ Thirtieth Day After Election

TYPE OF ELECTION

STATE | ELECTION DATE

COMMITTEE SUMMARY OF RECEIPTS AND DISBURSEMENTS

5. COVERING PERIOD FROM 04/01/91 THROUGH 06/30/91

SUMMARY	6. CASH ON HAND AT BEGINNING OF THE REPORTING PERIOD	$4,497.41
	7. TOTAL RECEIPTS THIS PERIOD (From Line 22 Column A)	-0-
	8. SUBTOTAL (Add Line 6 and 7)	$4,497.41
	9. TOTAL DISBURSEMENTS THIS PERIOD (From Line 30 Column A)	-0-
	10. CASH ON HAND AT CLOSE OF THE REPORTING PERIOD (Subtract Line 9 from 8)	$4,497.41
	11. DEBTS AND OBLIGATIONS OWED TO THE COMMITTEE (Itemize All on Schedule C or Schedule D)	$66,169.21
	12. DEBTS AND OBLIGATIONS OWED BY THE COMMITTEE (Itemize All on Schedule C or Schedule D)	$2,753,252.23
	13. EXPENDITURES SUBJECT TO LIMITATION (From FEC Form 3P, Page 4)	$8,192,882.17
NET YEAR-TO-DATE CONTRIBUTIONS AND EXPENDITURES	14. NET CONTRIBUTIONS (Other than Loans) (Subtract Line 28d Column B from 17e Column B)	-0-
	15. NET OPERATING EXPENDITURES (Subtract Line 20e Column B from 23 Column B)	$93.53

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

TYPE OR PRINT NAME OF TREASURER: Michael J. Petro

SIGNATURE OF TREASURER: [signature] DATE: 07/15/91

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. §437g.

All previous versions of FEC Form 3P are obsolete and should no longer be used.

For further information, contact:
Federal Election Commission
Toll Free 800-424-9530
Local 376-3120

FEC FORM 3P (12/83)

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DETAILED SUMMARY OF RECEIPTS AND DISBURSEMENTS
(Page 2, FEC FORM 3P)

NAME OF COMMITTEE (in Full)	REPORT COVERING THE PERIOD: From 04/01/91 Through 06/30/91		
John Glenn Presidential Committee, Inc.	COLUMN A Total This Period	COLUMN B Calendar Year-to-Date	
I. RECEIPTS			
16. FEDERAL FUNDS (Itemize on Schedule A-P)	-0-	-0-	16
17. CONTRIBUTIONS (other than loans) FROM:			
(a) Individuals/Persons Other Than Political Committees	-0-	-0-	17(a)
(b) Political Party Committees	-0-	-0-	17(b)
(c) Other Political Committees	-0-	-0-	17(c)
(d) The Candidate	-0-	-0-	17(d)
(e) TOTAL CONTRIBUTIONS (other than loans) (Add 17(a), 17(b), 17(c) and 17(d))	-0-	-0-	17(e)
18. TRANSFERS FROM OTHER AUTHORIZED COMMITTEES	-0-	-0-	18
19. LOANS RECEIVED:			
(a) Loans Received From or Guaranteed by Candidate	-0-	-0-	19(a)
(b) Other Loans	-0-	-0-	19(b)
(c) TOTAL LOANS (Add 19(a) and 19(b))	-0-	-0-	19(c)
20. OFFSETS TO EXPENDITURES (Refunds, Rebates, etc.):			
(a) Operating	-0-	-0-	20(a)
(b) Fundraising	-0-	-0-	20(b)
(c) Legal and Accounting	-0-	-0-	20(c)
(d) TOTAL OFFSETS TO EXPENDITURES (Add 20(a), 20(b) and 20(c))	-0-	-0-	20(d)
21. OTHER RECEIPTS (Dividends, Interest, etc.)	-0-	-0-	21
22. TOTAL RECEIPTS (Add 16, 17(e), 18, 19(c), 20(d) and 21)	-0-	-0-	22
II. DISBURSEMENTS			
23. OPERATING EXPENDITURES	-0-	$83.53	23
24. TRANSFERS TO OTHER AUTHORIZED COMMITTEES	-0-	-0-	24
25. FUNDRAISING DISBURSEMENTS	-0-	-0-	25
26. EXEMPT LEGAL AND ACCOUNTING DISBURSEMENTS	-0-	-0-	26
27. LOAN REPAYMENTS MADE:			
(a) Repayments of Loans Made or Guaranteed by Candidate	-0-	-0-	27(a)
(b) Other Repayments	-0-	-0-	27(b)
(c) TOTAL LOAN REPAYMENTS MADE (Add 27(a) and 27(b))	-0-	-0-	27(c)
28. REFUNDS OF CONTRIBUTIONS TO:			
(a) Individuals/Persons Other Than Political Committees	-0-	-0-	28(a)
(b) Political Party Committees	-0-	-0-	28(b)
(c) Other Political Committees	-0-	-0-	28(c)
(d) TOTAL CONTRIBUTION REFUNDS (Add 28(a), 28(b) and 28(c))	-0-	-0-	28(d)
29. OTHER DISBURSEMENTS	-0-	-0-	29
30. TOTAL DISBURSEMENTS (Add 23, 24, 25, 26, 27(a), 28(d) and 29)	-0-	$83.53	30
III. CONTRIBUTED ITEMS (Stock, Art Objects, Etc.)			
31. ITEMS ON HAND TO BE LIQUIDATED (Attach List)	-0-	-0-	31

9 4 0 3 4 0 3 0 5 3 7 5 5 1 0 7 9

SCHEDULE C-P

Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

LOANS

	PAGE	OF TOTAL PAGES
Line number established for each category of the detailed summary page	1	2
	LINE NUMBER 12	

NAME OF COMMITTEE (in Full)
John Glenn Presidential Committee, Inc.

NAME OF LOAN SOURCE (OR RECIPIENT)	ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
Banc Ohio	$500,000.00	$208,796.73	$291,203.27

ADDRESS (Number and Street): 155 East Broad Street

CITY STATE, ZIP CODE: Columbus, Ohio 43215

TYPE OF ELECTION: [X] Primary [ ] General [ ] Other (specify)

TERMS	DATE INCURRED	DATE DUE	INTEREST RATE (% APR)	SECURED
	2/9, 2/14/84	On Demand	Prime plus 1%	[X] Yes [ ] No

LIST ALL ENDORSERS OR GUARANTORS (if any)

NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING

NAME OF LOAN SOURCE (OR RECIPIENT)	ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
Huntington Bank	$500,000.00	$208,796.73	$291,203.27

ADDRESS (Number and Street): 175 High Street

CITY STATE, ZIP CODE: Columbus, Ohio 43215

TYPE OF ELECTION: [X] Primary [ ] General [ ] Other (specify)

TERMS	DATE INCURRED	DATE DUE	INTEREST RATE (% APR)	SECURED
	2/9, 2/14/84	On Demand	Prime plus 1%	[X] Yes [ ] No

LIST ALL ENDORSERS OR GUARANTORS (if any)

NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT OUTSTANDING

* Outstanding balance only to Line 3, Schedule D-P for this line. Schedule D-P, carry forward to appropriate line of Summary.	ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
SUBTOTALS THIS PERIOD THIS PAGE (optional)	[illegible]	[illegible]	$582,406.54
TOTALS THIS PERIOD (last page in this line only)			

SCHEDULE C-P

Federal Election Commission
[illegible] Street N.W.
Washington, D.C. 20463

LOANS

Use separate schedule(s) for each category of the detailed summary page

PAGE 2 OF (total pages) 3

LINE NUMBER 12

NAME OF COMMITTEE (in Full)
John Glenn Presidential Committee, Inc.

NAME OF LOAN SOURCE (OR RECIPIENT)	ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
Ameritrust	$500,000.00	$208,796.73	$291,203.27

ADDRESS (Number and Street): 900 Euclid Avenue

CITY, STATE, ZIP CODE: Cleveland, Ohio 44115

TYPE OF ELECTION: [X] Primary [ ] General [ ] Other (specify)

TERMS	DATE INCURRED	DATE DUE	INTEREST RATE (% APR)	SECURED
	2/9,2/14/84	On Demand	Prime plus 1%	[X] Yes [ ] No

LIST ALL ENDORSERS OR GUARANTORS (if any)

● NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
● NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
● NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING

NAME OF LOAN SOURCE (OR RECIPIENT)	ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
BANK COLUMBUS, Columbus, NA	$500,000.00	$208,796.73	$291,203.27

ADDRESS (Number and Street): 100 East Broad Street

CITY, STATE, ZIP CODE: Columbus, Ohio 43271

TYPE OF ELECTION: [X] Primary [ ] General [ ] Other (specify)

TERMS	DATE INCURRED	DATE DUE	INTEREST RATE (% APR)	SECURED
	2/9,2/14/84	On Demand	Prime plus 1%	[X] Yes [ ] No

LIST ALL ENDORSERS OR GUARANTORS (if any)

● NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
● NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
● NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING

*(+) Outstanding balance only to Line 3, Schedule D-P, for this line. ● Schedule D-P, carry forward to appropriate line of Summary.	ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
SUBTOTALS THIS PERIOD THIS PAGE (optional)	$1,000,000.00	$417,[illegible]	$582,[illegible]
TOTALS THIS PERIOD (last page in this line only)	$[illegible]	$[illegible]	$[illegible]

FEC FORM 3P, Page 3
Federal Election Commission
[illegible] Street, N.W.
Washington, D.C. 20463

ALLOCATION OF PRIMARY EXPENDITURES BY STATE FOR A PRESIDENTIAL CANDIDATE

(To Be Used Only in Primary Campaigns Receiving Federal Funds)

1. NAME OF COMMITTEE IN FULL	2. IDENTIFICATION NUMBER
John Glenn Presidential Committee, Inc.	C00164855
COMMITTEE ADDRESS 2715 M Street, N.W.	3. NAME OF CANDIDATE Senator John Glenn
CITY, STATE AND ZIP CODE Washington, D.C. 20007	

ALLOCATION BY STATE

STATE	ALLOCATION THIS PERIOD	TOTAL ALLOCATION TO DATE	STATE	ALLOCATION THIS PERIOD	TOTAL ALLOCATION TO DATE
Alabama	-0-	174,952.91	Nebraska	-0-	36,368.86
Alaska	-0-	-0-	Nevada	-0-	75.00
Arizona	-0-	450.00	New Hampshire	-0-	223,601.88
Arkansas	-0-	10,804.60	New Jersey	-0-	32,583.08
California	-0-	59,764.22	New Mexico	-0-	604.[illegible]
Colorado	-0-	1,717.65	New York	-0-	129,797.48
Connecticut	-0-	19,114.41	North Carolina	-0-	1,841.76
Delaware	-0-	-0-	North Dakota	-0-	-0-
District of Columbia	-0-	15.40	Ohio	-0-	78,353.21
Florida	-0-	160,455.69	Oklahoma	-0-	15,848.42
Georgia	-0-	211,058.43	Oregon	-0-	126.12
Hawaii	-0-	-0-	Pennsylvania	-0-	70,571.65
Idaho	-0-	-0-	Rhode Island	-0-	3,774.28
Illinois	-0-	188,323.54	South Carolina	-0-	15,170.54
Indiana	-0-	855.00	South Dakota	-0-	2,011.54
Iowa	-0-	449,730.97	Tennessee	-0-	7,[illegible].75
Kansas	-0-	13,402.07	Texas	-0-	[illegible]
Kentucky	-0-	1,967.54	Utah	-0-	450.00
Louisiana	-0-	2,083.56	Vermont	-0-	6,354.45
Maine	-0-	111,168.79	Virginia	-0-	27,4[illegible]
Maryland	-0-	756.23	Washington	-0-	24,440.20
Massachusetts	-0-	431,725.38	West Virginia	-0-	304.20
Michigan	-0-	37,724.15	Wisconsin	-0-	29,112.05
Minnesota	-0-	14,477.48	Wyoming	-0-	-0-
Mississippi	-0-	47,845.39	Puerto Rico	-0-	930.00
Missouri	-0-	29,609.61	Guam	-0-	-0-
Montana	-0-	150.00	Virgin Islands	-0-	-0-
COLUMN TOTALS	-0-	1,968,174.42	COLUMN TOTALS	-0-	855,371.17

4. TOTAL ALLOCATED EXPENDITURES ▶	2,823,545.59
5. TOTAL NON ALLOCATED EXPENDITURES ▶	5,306,789.19
TOTAL EXPENDITURES SUBJECT TO LIMITATION (Lines 4 & 5) ▶	8,130,334.78

JOHN GLENN PRESIDENTIAL COMMITTEE, INC.
DEBTS AND OBLIGATIONS EXCLUDING LOANS
SCHEDULE D

FULL NAME: MAILING ADDRESS AND ZIP CODE DEBTOR OR CREDITOR NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
ANDREW APRENDS 444 N CAPITOL ST NW WASHINGTON DC 20001 OVERPAYMENT OF TRAVEL	1350.00	0.00	0.00	1350.00
ED BURTONSHAW 444 N CAPITOL ST NW WASHINGTON DC 20001 OVERPAYMENT OF TRAVEL	761.91	0.00	0.00	761.91
GARY CARUSO 444 N CAPITOL ST NW WASHINGTON DC 20001 OVERPAYMENT OF TRAVEL	167.50	0.00	0.00	167.50
MIKE CHAPMAN 444 N CAPITOL ST NW WASHINGTON DC 20001 OVERPAYMENT OF TRAVEL	675.00	0.00	0.00	675.00
CHARLES DUNCAN 444 N CAPITOL ST NW WASHINGTON DC 20001 OVERPAYMENT OF TRAVEL	1496.60	0.00	0.00	1496.60
A.GALE FAULK 444 N CAPITOL ST NW WASHINGTON DC 20001 OVERPAYMENT OF TRAVEL	50.00	0.00	0.00	50.00
MAUREEN GLENDAY 444 N CAPITOL ST NW WASHINGTON DC 20001 OVERPAYMENT OF TRAVEL	44.12	0.00	0.00	44.12
MARY ELLEN GUEST 444 N CAPITOL ST NW WASHINGTON DC 20001 OVERPAYMENT OF TRAVEL	262.67	0.00	0.00	262.67
CLAY HENDERSON 444 N CAPITOL ST NW WASHINGTON DC 20001 OVERPAYMENT OF TRAVEL	2500.00	0.00	0.00	2500.00
JOE HOFFMEISTER 444 N CAPITOL ST NW WASHINGTON DC 20001 OVERPAYMENT OF TRAVEL	111.00	0.00	0.00	111.00

TOTAL $7,418.50

JOHN GLENN PRESIDENTIAL COMMITTEE, INC.
DEBTS AND OBLIGATIONS EXCLUDING LOANS
SCHEDULE D

FULL NAME, MAILING ADDRESS AND ZIP CODE DEBTOR OR CREDITOR NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
PHIL HORNE 444 N CAPITOL ST NW WASHINGTON DC 20001 OVERPAYMENT OF TRAVEL	$3574.58	0.00	0.00	$3574.58
VICTOR LESPERANCE 444 N CAPITOL ST NW WASHINGTON DC 20001 OVERPAYMENT OF TRAVEL	31.52	0.00	0.00	31.52
BARNEY NICHOLSON 444 N CAPITOL ST NW WASHINGTON DC 20001 OVERPAYMENT OF TRAVEL	348.54	0.00	0.00	348.54
CHRIS PEATRIDGE 444 N CAPITOL ST NW WASHINGTON DC 20001 OVERPAYMENT OF TRAVEL	2021.55	0.00	0.00	2021.55
TOM REDDER 444 N CAPITOL ST NW WASHINGTON DC 20001 OVERPAYMENT OF TRAVEL	711.86	0.00	0.00	711.86
RICK ROSEN 444 N CAPITOL ST NW WASHINGTON DC 20001 OVERPAYMENT OF TRAVEL	273.94	0.00	0.00	273.94
PAUL SHONE 444 N CAPITOL ST NW WASHINGTON DC 20001 OVERPAYMENT OF TRAVEL	154.59	0.00	0.00	154.59
JEFF STEEN 444 N CAPITOL ST NW WASHINGTON DC 20001 OVERPAYMENT OF TRAVEL	54.03	0.00	0.00	54.03
GERALD VENTO 444 N CAPITOL ST NW WASHINGTON DC 20001 OVERPAYMENT OF TRAVEL	33.33	0.00	0.00	33.33

TOTAL $7,[illegible]

JOHN GLENN PRESIDENTIAL COMMITTEE, INC.
DEBTS AND OBLIGATIONS EXCLUDING LOANS
SCHEDULE D

FULL NAME: MAILING ADDRESS AND ZIP CODE DEBTOR OR CREDITOR NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
SHELIA WALKER 444 N CAPITOL ST NW WASHINGTON DC 20001 OVERPAYMENT OF TRAVEL	500.00	0.00	0.00	500.00
ARNOT WALKER 444 N WALKER ST NW WASHINGTON DC 20001 OVERPAYMENT OF TRAVEL	1314.34	0.00	0.00	1314.34
LAURIE WARD 444 N CAPITOL ST NW WASHINGTON DC 20001 OVERPAYMENT OF TRAVEL	500.00	0.00	0.00	500.00
CLAIRE WHELAN 444 N CAPITOL ST NW WASHINGTON DC 20001 OVERPAYMENT OF TRAVEL	385.55	0.00	0.00	385.55
DOUG ZOOK 444 N CAPITOL ST NW WASHINGTON DC 20001 OVERPAYMENT OF TRAVEL	1272.45	0.00	0.00	1272.45
MARTHA DUBLEY 444 N CAPITOL ST NW WASHINGTON DC 20001 OVERPAYMENT OF TRAVEL	50.00	0.00	0.00	50.00
DAVE VANNOTE 444 N CAPITOL ST NW WASHINGTON DC 20001 OVERPAYMENT OF TRAVEL	350.00	0.00	0.00	350.00
MIKE MATTHEWS 444 N CAPITOL ST NW WASHINGTON DC 20001 OVERPAYMENT OF TRAVEL	265.21	0.00	0.00	265.21
JOHN NOLAN 444 N CAPITOL ST NW WASHINGTON DC 20001 OVERPAYMENT OF TRAVEL	750.00	0.00	0.00	750.00
TOM REED 444 N CAPITOL ST NW WASHINGTON DC 20001 OVERPAYMENT OF TRAVEL	54.55	0.00	0.00	54.55
			TOTAL	$[illegible]

JOHN GLENN PRESIDENTIAL COMMITTEE, INC.
DEBTS AND OBLIGATIONS EXCLUDING LOANS
SCHEDULE D

FULL NAME: MAILING ADDRESS AND ZIP CODE DEBTOR OR CREDITOR NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
JOHN EDGELL 444 N CAPITOL ST NW WASHINGTON DC 20001 OVERPAYMENT OF TRAVEL	26.75	0.00	0.00	26.75
ROBERT DONAHUE 444 N CAPITOL ST NW WASHINGTON DC 20001 OVERPAYMENT OF TRAVEL	833.33	0.00	0.00	833.33
BARBARA GROCHALA 444 N CAPITOL ST NW WASHINGTON DC 20001 OVERPAYMENT OF TRAVEL	59.99	0.00	0.00	59.99
DAN LUCAS 444 N CAPITOL ST NW WASHINGTON DC 20001 OVERPAYMENT OF TRAVEL	676.33	0.00	0.00	676.33
ALAN MACLEOD 444 N CAPITOL ST NW WASHINGTON DC 20001 OVERPAYMENT OF TRAVEL	204.04	0.00	0.00	204.04
MARTY MURPHY 444 N CAPITOL ST NW WASHINGTON DC 20001 OVERPAYMENT OF TRAVEL	119.00	0.00	0.00	119.00
DAVID TRUDEL 444 N CAPITOL ST NW WASHINGTON DC 20001 OVERPAYMENT OF TRAVEL	162.25	0.00	0.00	162.25
MIKE COLLINS 444 N CAPITOL ST NW WASHINGTON DC 20001 OVERPAYMENT OF TRAVEL	50.00	0.00	0.00	50.00
NOUVELL ORGANIZATION CHEZ SOPHIE BRANCOURT 50 RUE DE CHARONNE 75011 PARIS FRANCE TRAVEL	383.00	0.00	0.00	383.00
[illegible] SHIMBUM [illegible] BRITE DRIVE BETHESDA, MD 20817 TRAVEL	119.00	0.00	0.00	119.00

TOTAL $2,633.[illegible]

JOHN GLENN PRESIDENTIAL COMMITTEE, INC.
DEBTS AND OBLIGATIONS EXCLUDING LOANS
SCHEDULE D

FULL NAME, MAILING ADDRESS AND ZIP CODE DEBTOR OR CREDITOR NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
BOSTON GLOBE BOSTON MA 02107 TRAVEL	58.00	0.00	0.00	58.00
CONTRACT RPESS IMAGES 135 CENTRAL PARK WEST NEW YORK NY 10023 TRAVEL	3017.50	0.00	0.00	3017.50
COOPLEY 110 NATIONAL PRESS BLDG WASHINGTON DC 20045 TRAVEL	104.00	0.00	0.00	104.00
COX NEWS PAPERS 1901 PENN AVE NW WASHINGTON DC 20005 TRAVEL	288.00	0.00	0.00	288.00
EVANS AND NOVAK 1750 PENN AVE NW SUITE 1312 WASHINGTON DC 20006 TRAVEL	147.00	0.00	0.00	147.00
GAMMA LIASION 150 E 58TH ST 19TH FL WASHINGTON DC 20001 TRAVEL	463.00	0.00	0.00	463.00
JULLIEN PHOTA AGENCY 611 BROADWAY ROOM 622 NEW YORK NY 10012 TRAVEL	609.00	0.00	0.00	609.00
FT. WORTH STAR TELEGRAM 400 W 7TH ST FORT WORTH TX 76102 TRAVEL	1474.50	0.00	0.00	1474.50
TANNE LOHSE FIGARO 33 RUE MONTESQUIEU PARIS, FRANCE TRAVEL	981.00	0.00	0.00	981.00
			TOTAL	$7,142.50

JOHN GLENN PRESIDENTIAL COMMITTEE, INC.
DEBTS AND OBLIGATIONS EXCLUDING LOANS
MIDDLE DP

FULL NAME, MAILING ADDRESS AND ZIP CODE DEBTOR OR CREDITOR NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
MIAMI HEARLD 1 HERALD PLAZA MIAMI, FL 33101 TRAVEL	367.50	0.00	0.00	367.50
NATIONAL PUBLIC RADIO 2025 M ST NW WASHINGTON DC 20037 TRAVEL	$284.00	0.00	0.00	$284.00
NEW YORK GAZETTE 1750 PENN AVE NW SUITE 501 WASHINGTON DC 20005 TRAVEL	314.00	0.00	0.00	314.00
FEDERAL ELECTION COMM 325 K ST NW WASHINGTON DC 20460 PRINTING	200.00	0.00	0.00	200.00
SAN DIEGO UNION PO BOX 191 SAN DIEGO CA 92112 TRAVEL	104.00	0.00	0.00	104.00
SANEEI SHBUM NEWSPAPER NATIONAL PRESS BLDG WASHINGTON DC 20043 TRAVEL	1030.50	0.00	0.00	1030.50
DEPT OF POLITICAL SCIENCE UNIVERSITY OF ROCHESTER WILSON BLVD ROCHESTER NY 14627 TRAVEL	1227.00	0.00	0.00	1227.00
UPI UNITED CENTRAL BAND RADIO 6TH & LOCUST DES MOINES IA 50309 TRAVEL	3923.00	0.00	0.00	3923.00
US NEWS AND WORLD REPORT [illegible] N ST NW WASHINGTON DC 20037 TRAVEL	463.00	0.00	0.00	463.00

TOTAL $7,913.00

JOHN GLENN PRESIDENTIAL COMMITTEE, INC.
[illegible] AND OBLIGATIONS EXCLUDING LOANS
[illegible]EDULE OF

FULL NAME: MAILING ADDRESS AND ZIP CODE DEBTOR OR CREDITOR NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
NEW ENGLAND BELL 207 CHESTNUT PHILADELPHI PA TRAVEL	7090.00	0.00	0.00	7090.00
JSPC 44[illegible] N CAPITOL ST NW WASHINGTON DC 20001 OVERPAYMENT OF TRAVEL	21325.68	0.00	0.00	21325.68

PAGE TOTAL	28,415.68
LINE TOTAL	66,169.21

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

NOTICE TO-[redacted]

The attached original report has been filmed and processed but still appears illegible on microfilm. If you are in contact with the filer, please request a more legible report.

Thank You

Date Filed 7/15/91

Date sent to RAD 7/15/91

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SCHEDULE C
(REVISED 2/80)
JOHN GLENN PRESIDENTIAL COMMITTEE INC.

DEBTS AND OBLIGATIONS OWED
EXCLUDING LOANS

LINE NUMBER

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
A-1 PRINTERS 7019 GORDON RD. MABLETON GA 30059 •PRINTING	1084.24	0.00	0.00	1084.24
A COPY INC. 47 EASTERN BLVD. GLASTONBURY, CT 06033 •PHOTOCOPYING	629.55	0.00	0.00	629.55
AABCO RENTS 2612 7TH AVENUE SOUTH BIRMINGHAM, ALABAMA 35233 •RENTAL	192.04	0.00	0.00	192.04
ACE OF COLUMBUS PO BOX F-40 AKRON, OHIO 44308 •RENTAL	1114.71	0.00	0.00	1114.71
ADP- POTOMAC DIVISION 606 EXECUTIVE BLVD. ROCKVILLE, MD. 20852 •ACCOUNTING SERVICES	0.00			0.0
ADAMS AND ASSOCIATES 1054 31ST STREET WASHINGTON D.C. 20007 •TRAVEL SERVICES	11760.19	0.00	0.00	11760.19
ABC TELEPHONE RENTAL 520 E. MONROE SPRINGFIELD, ILLINOIS 62701 •TELEPHONE	111.78	0.00	0.00	111.78
AT & T SUITE 502 DES MOINES, IOWA •TELEPHONE	4805.72	0.00	0.00	4805.72
AT&T INFORMATION SYSTEMS P.O. BOX 3333 DETROIT, MI 48232 •PHONE	7.90	0.00	0.00	7.90
ASELCO ASSOC. II 401 SEVENTH AVE. NEW YORK, NY 10001 •RENT	6000.00	0.00	0.00	6000.00

SCHEDULE [illegible]
(REVISED 3/80)
JOHN GLENN PRESIDENTIAL COMMITTEE INC.

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
ADIRONDACK RENTS 219 EAST 49TH STREET NEW YORK, NEW YORK 10017 *EQUIPMENT RENTAL	909.74	0.00	0.00	909.74
AHERN/PERSHING 905 LOCUST STREET DES MOINES, IOWA 50309 *SUPPLIES	5653.50	0.00	0.00	5653.50
ALABAMA SPACE & ROCKET CENTER TRANQUILITY BASE HUNTSVILLE, ALABAMA 35807 *MEETINGS	345.25	0.00	0.00	345.25
ALL MAKES OFFICE EQUIPMENT 510 MURPHY STREET DES MOINES, IOWA 50309 *RENTAL	1216.75	0.00	0.00	1216.75
ALPERSTEIN BROTHERS, INC. 900 SEVENTH ST. N.W. WASHINGTON D.C. 20001 *SUPPLIES	1801.62	0.00	0.00	1801.62
AMERICAN CENTRAL AIRLINES P.O. BOX 66334 AMF O'HARE, ILLINOIS 60666 *TRANSPORTATION	6578.64	0.00	0.00	6578.64
AMERICAN FILM INSTITUTE JFK CENTER FOR THE PERF. AR WASHINGTON D.C. 20566 *ENTERTAINMENT	1500.00	0.00	0.00	1500.00
AMERICAN COPY MACHINE 28 WEST 27TH STREET NEW YORK, NEW YORK 10001 *EQUIPMENT RENTAL	386.31	0.00	0.00	386.31
AMERICAN CLEAN OFFICE MAINT. P.O. BOX 312 DES MOINES, IOWA 50302 *CLEANING	463.70	0.00	0.00	463.70
AMERICAN POLITICAL RESEARCH 4312 MONTGOMERY AVE. BETHESDA, MD. 20814 *PRINTING AND REPRODUCTION	120.00	0.00	0.00	120.00

PAGE TOTAL 18,975

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JOHN GLENN PRESIDENTIAL COMMITTEE INC.

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING OF THIS PERIOD	DATE AND AMOUNT OF THIS PERIOD	PAYMENT THIS PERIOD	BALANCE AT CLOSE OF THIS PERIOD
AMERICAS CLUB 220 M.A.C. EAST LANSING, MI. 48823 MEETINGS	104.42	0.00	0.00	104.42
AMERICAN INN 10 ST LAURENT STREET NASHUA, NH 03060 •LODGING	220.20	0.00	0.00	220.20
ANTHONY'S PIER FOUR 140 NORTHERN AVE BOSTON MASS •FUNRAISING	2667.00	0.00	0.00	2667.00
ANSWER IOWA 414 NINTH STREET DES MOINES, IOWA •TELEPHONE	330.28	0.00	0.00	330.28
LEONARD ARONSON/ERIC MANAS. 40 WINCHESTER BOOKLINE, MA. 02146 •FUNRAISING/POSTAGE	1609.64	0.00	0.00	1609.64
ANDERSON OFFICE SUPPLY 1184 W PEACHTTREE N.W. ATLANTA, GEORGIA 30367 •OFFICE SUPPLIES	72.40	0.00	0.00	72.40
USE ANYTIME RR2 NEWTON IOWA •CONSULTING	609.66	0.00	0.00	609.66
ARTHUR ANDERSON AND CO. 100 EAST BROAD STREET COLUMBUS O.H. 43215 •ACCOUNTING SERVICES	26860.00	0.00	0.00	26860.00
ANDERSON FORD 1602 FLORENCE BLVD FLORENCE ALABAMA 35630 •TRANSPORTATION	198.00	0.00	0.00	198.00
ARCADE CLEANING CONTRACTORS 1290 6TH AVE NEW YORK, NEW YORK 10104 •RENT AND OCCUPANCY	1174.52	0.00	0.00	1174.52

PAGE TOTAL 33,845.12

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JOHN GLENN PRESIDENTIAL COMMITTEE INC.

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENTS THIS PERIOD	OUTSTANDING BALANCE CLOSE OF THIS PERIOD
ASSOCIATEDS INVESTMENT 117 WEST 10TH STREET TOPEKA, KANSAS 66612 *RENT AND OCCUPANCY	300.00	0.00	0.00	300.00
ATKINS PRINTING SERVICE 155 MAINE STREET WATERVEILLE, MAINE 04901 *PRINTING	3329.58	0.00	0.00	3329.58
ATLANTA TYPEWRITER CO 1083 PEACHTREE STREET NE ATLANTA, GEORGIA *EQUIPMENT RENTAL	258.30	0.00	0.00	258.30
ATLAS PHOTO. INC. 45 WEST 27TH STREET NEW YORK, N.Y. 10001 *PHOTOGRAPHS	958.05	0.00	0.00	958.05
AVIS LOGAN AIRPORT BOSTON, MASS *TRANSPORTATION	1208.52	0.00	0.00	1208.52
AVIS-TRY HARDER, INC. P.O. BOX 789 KILLEEN, TEXAS *TRANSPORTATION	133.00	0.00	0.00	133.00
AVIS-RENT-A-CAR MUNICIPAL AIRPORT DES MOINES, IOWA 50321 *TRANSPORTATION	44.00	0.00	0.00	44.00
B&B CATERERS 7041 BLAIR ROAD, N.W. WASHINGTON, D.C. 20012 *FUNDRAISING	2910.60	0.00	0.00	2910.60
B.P.O.E. LODGE 375 11 2ND STREET NW MASON CITY, IOWA 50401 *MEETINGS	208.00	0.00	0.00	208.00
THE BALLOON LADY 1287 HOWARD ST SAN FRANCISCO, CALIF. 94103 *FUNDRAISING	200.00	0.00	0.00	200.00

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[illegible]
REVISED [illegible]
JOHN GLENN PRESIDENTIAL COMMITTEE INC.

[illegible] AND OBLIGATIONS [illegible]
EXCLUDING LOANS OF [illegible]
[illegible]

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT [illegible] THIS PERIOD
BRI WASTE SYSTEMS [illegible] COUNT AVE DES MOINES, IOWA 50316 •JANITORIAL	78.00	0.00	[illegible]	78.00
BANK OF NEW MADRID P.O. BOX 10 NEW MADRID, MISSOURI •ACCOUNTING	20.00	0.00	0.00	[illegible]
BAKER & HOSTETER, ATTORNEYS 818 CONN. AVE NW WASHINGTON D.C. 20006 •CONSULTING	$254,423.81	0/00	0.0	254,423.81
BASDEN TRANSPORTATION 207 S. DIXON ST TUSCUMBIA AL 35674 •PRESS BUS	[illegible]	0.00	[illegible]	[illegible]
BASIC AUTO RENTAL 4085 2ND AVE DES MOINES, IOWA 50313 •TRANSPORTATION	[illegible]	0.00	0.00	[illegible]
BATTLESHIP COMMISSION P.O. BOX [illegible] MOBILE, ALABAMA-36601 •MEETINGS	187.5[illegible]	0.00	[illegible]	187.5[illegible]
LOUISE BAUER FEDERAL BUILDING #722 TOLEDO, OHIO 43604 •TRAVEL EXPENSES	[illegible]	0.00	0.00	[illegible]
BELDEN STATFORD [illegible] LINCOLN PARK WEST CHICAGO ILLINOIS [illegible] •LODGING	[illegible]	0.00	[illegible]	[illegible]
BENSON MOTORS [illegible] & DOUGLAS AMES, IOWA •TRANSPORTATION	4726.[illegible]	0.00	[illegible]	[illegible]
[illegible] INDUSTRIES [illegible] EXPRESSWAY ATLANTA, GEORGIA [illegible] •EQUIPMENT RENTAL	[illegible]	[illegible]	[illegible]	[illegible]

[illegible]

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SCHEDULE [illegible] DEBTS AND CALIBRATIONS PAGE [illegible]
(REVISED 2 [illegible]) EXCLUDING [illegible]
JOHN GLENN PRESIDENTIAL COMMITTEE INC. [illegible] WIND NUMBER

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND *NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
BEST WESTERN 4747 FIRST AVE SE CEDAR RAPIDS, IOWA 52402 *LODGING	2428.24	0.00	0.00	2428.24
BEST WESTERN - VILLA INN AMARILLO, TEXAS 79105 *LODGING	1040.81	0.00	0.00	1040.81
BIG RED Q PRINTING 1023 GRAND AVE. DES MOINES IOWA 50309 *PRINTING	193.21	0.00	0.00	193.21
MAUROCE BINKOW 19240 BURLINGTON DRIVE DETROIT, MI 48203 *FUNDRAISING EVENT	1004.97	0.00	0.00	1004.97
BIRMINGHAM STALLIONS 1919 MORRIS AVE. BIRMINGHAM, ALABAMA 35203 *PHONE PAYMENTS	948.92	0.00	0.00	948.92
WOODY BOWLES CO. P.O. BOX 17696 NASHVILLE, TN. 37217 *EQUIPMENT RENTAL	239.14	0.00	0.00	239.14
LOU BROOKS AND COMPANY P.O. BOX 16885 FT. WORTH, TEXAS 76133 *TELEPHONE	417.27	0.00	0.00	417.27
BUSINESS SERVICES PARTNERSHIP 1500 MAIN STREET SPINGFIELD MASS. 01115 *EQUIPMENT RENTAL	183.75	0.00	0.00	183.75
JOHN BROWN 1408 PLEASANT DRIVE DES MOINES, IOWA 50265 *CONSULTING	413.08	0.00	0.00	413.08
BUDGET RENT-A-CAR P.O. BOX 1354 CONCORD, NEW HAMPSHIRE 03301 *TRANSPORTATION	802.66	0.00	0.00	802.66

PAGE TOTAL [illegible] 7,[illegible]

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[illegible] OF
[illegible] SED 3/801
[illegible] GLENN PRESIDENTIAL COMMITTEE INC.

[illegible] OBLIGATIONS [illegible] PAGE [illegible]
[illegible] LOANS [illegible] OF [illegible]
LINE NUMBER 12

[illegible] NAME, MAILING [illegible]RESS AND ZIP CODE [illegible] DEBTOR OR CREDITOR [illegible] NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
[illegible]GET INN [illegible]02 ONEECHEE RD. [illegible]VANNHA, GEORGIA [illegible]DGING	48.49	0.00	0.00	48.49
[illegible] & ASSOCIATES [illegible]O S FIFTH STREET [illegible]INGFIELD, FL. 62705 [illegible]ENT	400.00	0.00	0.00	400.00
[illegible] INC. [illegible] NORTH MAIN STREET [illegible]CORD, N.H. 03301 [illegible]UIP. RENTAL	659.00	0.00	0.00	659.00
[illegible]RLES CAMENISCH [illegible] GOLD STREET [illegible] YORK, NY [illegible]ORTATION	0.00	0.00	0.00	0.00
[illegible]ITOL DODGE [illegible] SOUTH MAIN STREET [illegible]CORD, N.H. 03301 [illegible]SPORTAION	0.00	0.00	0.00	0.00
[illegible] CAPITOL [illegible] [illegible]POLIS, IOWA 52637 [illegible]SPORTAION	148.20	0.00	0.00	148.20
[illegible]ER PRINTING CO. [illegible]GRAND AVE. [illegible]OINES, IOWA 50316 [illegible]TING	1290.90	0.00	0.00	1290.90
[illegible]ER RENTAL [illegible] EAST UNIVERSITY [illegible]OINES, IOWA 50317 [illegible]AL	662.48	0.00	0.00	662.48
[illegible]RAL CHURCH GOODS [illegible]RANITE STREET [illegible]ESTER, NEW H. 03102 [illegible]LIES	153.00	0.00	0.00	153.00
[illegible]RD CAVANOUGH [illegible] ELL AVE. [illegible]TON, MA 01460 [illegible]LTING	180.00	0.00	0.00	180.00

SCHEDULE [illegible] DEBTS [illegible] PAGE [illegible]
REVISED (3/80) EXCLUDING COARS OF [illegible]
JOHN GLENN PRESIDENTIAL COMMITTEE INC. LINE NUMBER 12

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
CEDERBURG PRINTERS 1042 WEST RANDOLF STREET CHICAGO, ILLINOIS 60607 *PRINTING	24000.00	0.00	0.00	24000.00
CENTEL P.O. BOX 88000 LINCOLN, NE.68511 *TELEPHONE	523.24	0.00	0.00	523.24
CENTRAL ILLINOIS 607 EAST ADAMS SPRINGFIELD ILLINOIS 62701 *RENT AND OCCUPANCY	56.41	0.00	0.00	56.41
CERRELL AND ASSOCIATES 320 N. LARCHMONT BLVD. LOS ANGELES CA. 90004 *CONSULTING	4238.69	0.00	0.00	4238.69
CHICAGO BAR ASSOCIATION [illegible] SOUTH LA SALLE STREET CHICAGO, ILL. 60303 *MEETING	223.00	0.00	0.00	223.00
THE CHICAGO MAROON 1212 EAST 59TH STREET CHICAGO, ILL. 60637 *MEDIA TIME	80.75	0.00	0.00	80.75
CITY OF BOSTON SUPERINTENDENT - FANEUIL HALL MERCHANTS ROW BOSTON, MASS 02109	640.00	0.00	0.00	640.00
COACHMAN'S INN EAST CAPITOL LITTLE ROCK, ARKANSAS 72203 *FUNDRAISING EVENTS	783.70	0.00	0.00	783.70
COLISEUM RAMADA INN JACKSON MS. *LOGGING	921.33	0.00	0.00	921.33
COLONIAL PROPERTIES P.O. 20279 [illegible]INGHAM, ALABAMA 35216 *RENT	200.00	0.00	0.00	200.00

PAGE TOTAL

[illegible]
REVISED [illegible]
JOHN GLENN PRESIDENTIAL COMMITTEE INC.

DEBTS AND OBLIGATIONS [illegible]
EXCLUDING LOANS [illegible]

FULL NAME, MAILING ADDRESS AND ZIP CODE DEBTOR OR CREDITOR AND NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
COMMERCE CLEARING HOUSE 4025 W PETERSON HOUSE INC. CHICAGO, ILLINOIS 60646 •PRINTING	97.50	0.00	0.00	97.50
COMMERCIAL OFFICE SUPPLY 329 E 5TH STREET DES MOINES IA 50309 •EQUIPMENT RENTAL	106.12	0.00	0.00	106.12
COMMERCIAL PRINTING CO. 119 SOUTH BROAD STREET ROME, GEORGIA 30161 •BUMPER STICKERS	290.52	0.00	0.00	290.52
COMPUTERLAND 155 E. OHIO CHICAGO, ILLONOIS 60611 EQUIPMENT RENTAL	200.88	0.00	0.00	200.88
COMPUTER BUS SUPPLIES P. O. BOX 15680 BALTIMORE MD. 21263 •SUPPLIES	660.93	0.00	0.00	660.93
CONGRESSIONAL LIQUORS 404 1ST STREET, SE WASHINGTON, D.C. 20001 •FUNDRAISER	320.91	0.00	0.00	320.91
CONGRESSIONAL QUARTERLY 1414 - 22ND STEET, NW WASHINGTON D.C. 20037 •PRINTING AND REPRODUCTION	252.27	0.00	0.00	252.27
CT VALLEY ELECTRIC PLEASANT ST. CLAREMONT N.H. 03743 •RENT AND OCCUPANCY	86.56	0.00	0.00	86.56
COOLIDGE COMPANY 25 WEST 43RD STREET NEW YORK, NEW YORK 10036 •BROCHURES	2199.95	0.00	0.00	2199.95
[illegible]WAY INN 25 WEST 5TH AND JEFFERSON [illegible]TERLOO, IOWA 50701 •LODGING	938.47	0.00	0.00	938.47

PAGE TOTAL 5,[illegible]

REVISED 3/80

JOHN GLENN PRESIDENTIAL COMMITTEE INC

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
THE COPY CENTER BENSON BUILDING SIOUX CITY, IOWA 51101 •PHOTOCOPYING	1136.37	0.00	0.00	1136.37
CONVENTION DISPLAY SVC P.O. BOX 9991 NORTHSIDE STA JACKSON, MISSISSIPPI 39206 •OUTSIDE SERVICES	718.69	0.00	0.00	718.69
THE COPY CENTER P.O. BOX 2426 AUGUSTA, ME •PHOTOCOPYING	244.93	0.00	0.00	244.93
COPY CENTER 1207 E MAIN STREET RICHMOND, VA •PHOTOCOPYING	460.00	0.00	0.00	460.00
CREATIVE PRODUCTS, INC. 901 FOLEY ROAD CINCINNATI, OH 45228 •BUMPERSTICKERS	1260.00	0.00	0.00	1260.00
CUSTOM COFFEE 2110 WAKONDA VIEW DRIVE DES MOINES, IOWA 50321 •COFFEE	554.75	0.00	0.00	554.75
D & P PRINTING & GRAPHICS 5641 J GENERAL WASHINGTON D ALEXANDRIA, VA 22312 •PRINTING	3529.51	0.00	0.00	3529.51
DESCO-AMPS PRINTING COMPANY 3 DODGE STREET SALEM, MA 01970 •INVITATIONS	10482.60	0.00	0.00	10482.60
DELTA SOUND 7610 MIDDAY LANE ALEX. VA. 22306 •EQUIPMENT RENTAL	1697.28	0.00	0.00	1697.28
AY FORD 4 E 4TH STREET S MOINES, IOWA 50309 TRANSPORTATION	3724.82	0.00	0.00	3724.82

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
IMON OFFICE SYSTEMS 220 SOUTH ORANGE LOSSOM TRAIL, SUITE 134 RLANDO, FLORIDA 32809	210.00	0.00	0.00	210.00
ISTRICT COPIER CENTER 962 LANDMARK STREET ULVER CITY, CA. 90230 SUPPLIES	1340.91	0.00	0.00	1340.91
OZAR CO. 656 SO. WESTERN AVE. OS ANGELES, CA. 90018 EQUIPMENT RENTAL	52.18	0.00	0.00	52.18
PONT PLAZA O. BOX 012560 ENI, FLORIDA 33101 LODGING	2657.87	0.00	0.00	2657.87
. FINANCIAL CO. O. BOX 7 SOUTH STATION RAMINGHAM, MA 01701 EQUIPMENT RENTAL	1041.90	0.00	0.00	1041.90
OUND-CAR EST LAKE STREET ICAGO, ILLINOIS 60601 TRANSPORTATION	156.09	0.00	0.00	156.09
ASSOCIATES 0 COMMERCIAL STREET OCHESTER, NEW H. 03101 ENT AND OCCUPANCY	2500.00	0.00	0.00	2500.00
FFICIENCY PRINTING CO. 6 SO. LEXINGTON AVE. HITE PLAINS, NY PRINTING	911.63	0.00	0.00	911.63
AY ELLIOT 24 NORTH CAPITOL ASHINGTON D.C. 20001 TRAVEL EXPENSES	120.86	0.00	0.00	120.86
LLIOT BEECHCRAFT FLIGHT CENTER [illegible] OINES, IOWA 50315 RANSPORTATION	59.36	0.00	0.00	59.36

PAGE TOTAL [illegible] 9.

[illegible]

[illegible] GLENN PRESIDENTIAL COMMITTEE INC. [illegible]

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
ERIC MANAGEMENT INC. 40 WINCHESTER STREET BOOKLINE MASS. 02146 *TELEPHONE	355.59	0.00	0.00	355.59
ESPA-CONSULTING 612 N PARK STREET COLUMBUS, OHIO 43215 *DATA PROCESSING	111.93	0.00	0.00	111.93
EXCURSIONS UNLIMITED 3500 FOURTH STREET BIRMINGHAM, ALABAMA 35207 *TRANSPORTATION	200.00	0.00	0.00	200.00
EXECUTIVE MOTER INN 3100 16TH STREET CEDAR RAPIDS, IOWA 52404 *LODGING	178.24	0.00	0.00	178.24
EXECUTIVE TYPEWRITER SERVICE 295 S. HAMILTON RD. COLUMBUS, OHIO 43213 *EQUIPMENT RENTAL	174.09	0.00	0.00	174.09
THE EXETER INN 3100 16TH AVENUE CEDAR RAPIDS, IOWA 52404 *LODGING	61.45	0.00	0.00	61.45
EXECUTONE OF COLUMBIA P.O. BOX 3229 WEST COLUMBIA, S.C. 29171 *EQUIPMENT RENTAL	139.04	0.00	0.00	139.04
EYZE COMPANY 300 S. WASHINGTON ST. LANSING, MICHIGAN 48933 *RENT	750.00	0.00	0.00	750.00
FEDERAL EXPRESS CORPORATION P.O. BOX 727 DEPT. A MEMPHIS, TN 38174 *COURIER	14017.17	0.00	0.00	14017.17
POLLY FIELDS TEMPS 00 17TH ST. SHINGTON, D.C. 20001 EMPORARY HELP	999.88	0.00	0.00	999.88

PAGE TOTAL 15,987.3[illegible]

[illegible] DEBTS AND OBLIGATIONS PAGE [illegible]
[illegible] EXCLUDING LOANS OF [illegible]
JOHN GLENN PRESIDENTIAL COMMITTEE INC. LINE NUMBER [illegible]

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND *NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
FINESSE CATERERS 1531 WISCONSIN AVE. WASHINGTON D.C. 20007 *MEETINGS	2064.56	0.00	0.00	2064.56
THOA FINK 158 FILLMORE DENVER COLORADO 80206 *FUNDRAISING	1077.38	0.00	0.00	1077.38
FISHER HUGHES TRANSPORT 450 BROAD STREET DOYLESTOWN, PA 18901 *TRANSPORTATION	190.75	0.00	0.00	190.75
FLEETWAY LEASING P.O. BOX 22 BALA CYNWOOD, PA 19004 *TRANSPORTION	1510.94	0.00	0.00	1510.94
FLORIDA YACHT BASIN 1301 NW 23RD AVE MIAMI, FLORIDA 33125 *CASUAL LABOR	255.00	0.00	0.00	255.00
FLUMARTY PRINTING 2721 WEST EUCLID DES MOINES, IA 50310 *PRINTING	2288.64	0.00	0.00	2288.64
FOUR SEASONS HOTEL 1300 LAMAR STREET HOUSTON, TEXAS 77010 *FUNDRAISING EVENTS	1264.67	0.00	0.00	1264.67
FRANK JOHNSTON 3017 INDIANOLA AVE. DES MOINES, IOWA 50315 *EQUIPMENT RENTAL	300.00	0.00	0.00	300.00
ARTHUR FREDERICKS RT. 1 MT VERNON, ME 04352 *BUMPER STICKERS	295.00	0.00	0.00	295.00
F[illegible]ST AND JACOBS [illegible]0 CENTRAL TRUST CENTER CINCINATTI, OHIO 45202 *TELEPHONE	0.00	0.00	0.00	0.00

PAGE TOTAL [illegible]

[illegible]

JOHN GLENN PRESIDENTIAL COMMITTEE INC.

FULL NAME, MAILING ADDRESS AND ZIP CODE INVESTOR OR CREDITOR AND NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	BALANCE AT CLOSE OF THIS PERIOD
GATEWAY MOTOR-INN 175 N GENESEE STREET UTICA, NEW YORK •LODGING	157.29	0.00	0.00	157.29
GELCO CAR RENTAL [illegible] PEACHTREE ATLANTA, GEORGIA 30363 •TRANSPORTATION	1464.44	0.00	0.00	1464.44
GENERAL ELECTRIC MOBIL COMMUNCATIONS DIVISIO LYNCHBURG, VA 24502 •RADIO LEASE	2176.79	0.00	0.00	2176.79
GENERAL TELEPHONE P.O. BOX 350 TAMPA, FLORIDA 33601 •TELEPHONE	1738.99	0.00	0.00	1738.99
GENERAL TELEPHONE [illegible] NORTH JEFFERSON ST. MILLEDGEVILLE, GEORGIA •TELEPHONE	115.93	0.00	0.00	115.93
GENERAL TELEPHONE. ILL. 214 W MONROE STREET CARBONDALE, ILL 62901 •TELEPHONE	1248.96	0.00	0.00	1248.96
GEORGIA BUILDING AUTHORITY [illegible] M.L. KING DRIVE ATLANTA, GEORGIA 30334 •MEETINGS	948.95	0.00	0.00	948.95
GEORGIA MUNICIPAL ASSOC. [illegible] PEACHTREE STREET ATLANTA, GEORGIA 30303 •PRINTING	20.00	0.00	0.00	20.00
GLENN PARTNERSHIP 100 EAST BROAD ST COLUMBUS, OH 43215 •TRANSPORTATION	4702.50	0.00	0.00	4702.50
GEORGIA MOUNTAINS CENTER P. O. BOX 1422 GAINSVILLE, GA 30503 •MEETINGS	235.00	0.00	0.00	235.00

PAGE TOTAL 12,[illegible]

SCHEDULE [illegible]
REVISED 3/80
JOHN GLENN PRESIDENTIAL COMMITTEE-INC.

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	BALANCE AT CLOSE OF THIS PERIOD
GOODWILL PRINTING INC. 13900 HAMILTON DETROIT MI. 48203 •FUNDRAISING	130.00	0.00	0.00	130.00
M.S. GINN CO. 5620 ASER ROAD HYATTSVILLE, MD 20782 •SUPPLIES	6585.53	0.00	0.00	6585.53
GOSS LINCOLIN MERCURY LAFAYETEE RD. RTE 1 PORTSMITH, N.H. 03801 •TRANSPORTATION	3418.73	0.00	0.00	3418.73
GRAHAM FLYING SERVICE 5015 MITCHELL ST SIOUX CITY IOWA 51110 •MEETINGS	18.05	0.00	0.00	18.05
GRAHAM BROS CONSTUCTION P. O. BOX 3095 ALBANY, GA 31021 •TRANSPORTATION	746.32	0.00	0.00	746.32
GRAPHIC BUSINESS SYSTEM, INC. P.O. BOX 2340 NORTH CANTON, OH 44720 •LETTERS/ENVELOPES	1255.78	0.00	0.00	1255.78
GRAY PENLY 502 TEXAS AVE. LUBBOCK, TX. 79401 •EQUIPMENT RENTAL	333.38	0.00	0.00	333.38
THE GREENBRIAR WHITE SULPHUR SPRINGS W. VA. 24986 •LODGING	2382.80	0.00	0.00	2382.80
GREYHOUND 405 TEREAU ST WAYCROSS, GEORGIA 31501 •TRANSPORTATION	353.10	0.00	0.00	353.10
B OFFICE MACHINES 0 PLASAMOUR NE SUITE 1 ATLANTA, GEORGIA 30324 OFFICE EQUIPMENT	1163.93	0.00	0.00	1163.93
PAGE TOTAL				16,387.6

[illegible]
[illegible]EVISED 3/80)
JOHN GLENN PRESIDENTIAL COMMITTEE INC.

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND *NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
HAMILTON AND STAFF 5454 WISCONSIN AVE., SUITE CHEVY CHASE, MD 20815 *CONSULTING	42031.32	0.00	0.00	42031.32
HARGROVE INC. 10101 GEORGE PALMER HIGHWAY LANHAM MD. *EQUIPMENT RENTAL	72.00	0.00	0.00	72.00
HARRIS/ XEROX 87 HANOVER STREET MANCHESTER, NEW H. 03101 *EQUIPMENT RENTAL	1987.32	0.00	0.00	1987.32
STU HARRISON 248 N MAIN STREET CANTON, IL 61520 *BUMPER STICKERS	580.63	0.00	0.00	580.63
[illegible]ART HANK [illegible]5 JOHN ROAD [illegible]ANTON MASS 02021 DIRECT MAIL	194.28	0.00	0.00	194.28
HAWKINSON FORD 8100 W. 95TH STREET CHICAGO, ILLINOIS 60453 *TRANSPORTATION	8086.66	0.00	0.00	8086.66
HILL PRINTING 110 NORTH JACKSON MARION, ILL 62959 *PRINTING	110.05	0.00	0.00	110.05
THE MOBIL HILTON 3101 AIRPORT BLVD. MOBILE AL 36606 *LODGING	1597.31	0.00	0.00	1597.31
HOLIDAY INN 801 CLEVELAND AVE. ATTALLA, ALABAMA 35954 *LODGING	170.64	0.00	0.00	170.64
[illegible]LIDAY INN [illegible]. BOX 347 [illegible]UGUSTA, ME 04330 [illegible]ODGING	617.05	0.00	0.00	617.05
[illegible]				55,447.25

[illegible]
[illegible]
JOHN GLENN PRESIDENTIAL COMMITTEE INC

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENTS THIS PERIOD	BALANCE AT CLOSE OF THIS PERIOD
THE HOLIDAY HIGHWAY 61 BURLINGTON, IOWA 52601 •LODGING	80.86	0.00	0.00	80.86
HOLIDAY INN CEDAR RAPIDS 2501 WILLIAMS BLVD. CEDAR RAPIDS, IOWA 50312 •LODGING	1460.56	0.00	0.00	1460.56
HOLIDAY INN-DOTHAN P.O. BOX 430 DOTHAN ALABAMA 36301 •FUNRAISING EVENT	115.20	0.00	0.00	115.20
HOLIDAY INN CROWN PLAZA 950 N.W. LESEUNE RD. MIAMI, FLORIDA 33126 •LODGING	310.60	0.00	0.00	310.60
HOLIDAY INN CAPITOL PLAZA 1050 SIXTH AVE DES MOINES, IOWA 50314 •LODGING	24972.06	0.00	0.00	24972.06
HOLIDAY INN- KISSIMMEE, FL I-4 AND 192 EAST KISSIMMEE, FL 32741 •LODGING/PHONE	3134.20	0.00	0.00	3134.20
HOLIDAY INN P.O. BOX 1666 ATHENS, GA. 30603 •LODGING	299.82	0.00	0.00	299.82
HOLIDAY INN-MOLINE AIRPORT JUNCTION 6 MOLINE ILLINOIS 61265 •LODGING	1180.14	0.00	0.00	1180.14
HOLIDAY DOWNTOWN OCEAN BEACH & 6TH AVE. S. MYRTLE BEACH, S. C. 29577 •LODGING	126.33	0.00	0.00	126.33
LENDEN HOUSE 0 SUPERIOR AVE. CLEVELAND, OHIO 44144 •EQUIPMENT RENTAL	206.30	0.00	0.00	206.30
PAGE TOTAL				31,[illegible]

FULL NAME, MAILING ADDRESS AND ZIP CODE OF LENDER OR CREDITOR AND •NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE INCURRED THIS PERIOD	AMOUNT THIS PERIOD	PAYMENT PERIOD
HOTEL DEL CORONADO 1500 ORANGE AVE. CORONADO, CA 92118 •CATERING	1741.29	0.00	0.00	1741.29
HOTEL MERIDIEM 250 FRANKLIN ST. BOSTON MASS. 02110 •FUNDRAISING	3087.92	0.00	0.00	3087.92
HOTEL UTAH MAIN AT SOUTH TEMPLE SALT LAKE CITY, UT •LODGING	2592.74	0.00	0.00	2592.74
HOUGH CATERERS, INC. 1519 LAKEVIEW ROAD CLEVLAND, OH 44112 •CATERING	2521.25	0.00	0.00	2521.25
HOWARD JOHNSONS 410 UNIVERSITY AVE CEDAR FALLS, IOWA 50613 •LODGING	3314.73	0.00	0.00	3314.73
HOWARD JOHNSONS 250 GRANITE STREET BRAINTREE, MASS •LODGING	812.34	0.00	0.00	812.34
JOHN HUSSINGER & COMPANY 1627 PEACHTREE ATLANTA, GEORGIA •RENT	350.00	0.00	0.00	350.00
HY-VEE 2700 INGERSOLL DES MOINES, IOWA 50312 •EQUIPMENT RENTAL	146.88	0.00	0.00	146.88
HYATT-WASHINGTON D.C. 20001 P.O. BOX 992 WASHINGTON D.C. 20001 •LODGING	430.73	0.00	0.00	430.73
IMAGE IV P.O. BOX 4374 HOLLYWOOD, CA 91607 •EQUIPMENT RENTAL	330.16	0.00	0.00	330.16
PAGE TOTAL				15,335.04

IOWA PRESIDENTIAL COMMITTEE INC.

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
INI-AM CO. DEMO PARTY 5024 S. CEDAR LANSING, MICHIGAN 48910 •FUNDRAISING EVENT	120.00	0.00	0.00	120.00
IOWA BOARD OF NURSES 1223 E. COURT AVE. DES MOINES, IOWA 50319 •MAILING LIST	412.42	0.00	0.00	412.42
IOWA BUSINESS MACHINES 214 LAFAYETTE STREET WATERLOO, IOWA 50703 •EQUIPMENT RENTAL	245.44	0.00	0.00	245.44
IOWA COACHES INC. 350 E. ROOSEVELT DUBUQUE, IA 52001 •TRANSPORTATION	450.00	0.00	0.00	450.00
IOWA DEMOCRATIC PARTY 507 10TH STREET DES MOINES, IOWA 50309 •DATA PROCESSING	4667.85	0.00	0.00	4667.85
IOWA LODGE D.G.P. CORP. HIGHWAY # 6 WEST CORALVILLE, IOWA 52241 •LODGING	1160.63	0.00	0.00	1160.63
IOWA PUBLIC SERVICE 400 COMMERCIAL STREET WATERLOO, IOWA 50703 •RENT	923.35	0.00	0.00	923.35
JEFFERSON INN 1200 1ST AVE CORALVILLE, IOWA 52241 •LODGING	2393.66	0.00	0.00	2393.66
IOWA SOUTHERN UTILITIES 417 JEFFERSON DES MOINES IOWA •RENT/OCCUPANCY	150.82	0.00	0.00	150.82
PAGE TOTAL				10,524.17

[illegible] DEBTS AND OBLIGATIONS PAGE [illegible]
[illegible] 3/807 [illegible] INCLUDING LOANS [illegible]
JOHN GLENN PRESIDENTIAL COMMITTEE INC. [illegible] LINE [illegible]

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND *NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
IZZO' CHRYSLER RD2 BOX 4 MECHANICVILLE NY 12118 *TRANSPORTATION	2237.62	0.00	0.00	2237.62
JACKSON CHAIRS 5 DOANE STREET BOSTON, MASS 02109 *EQUIPMENT	54.13	0.00	0.00	54.13
JACKSONVILLE TRANSPORTION P.O. DRAWER "D" JACKSONVILLE, FLORIDA 32203 *TRANSPORTATION	119.75	0.00	0.00	119.75
JAN-CAR LEASING CORP. WEST ROAD HUDSON, NEW YORK 03051 *TRANSPORTATION	402.50	0.00	0.00	402.50
[illegible]RIS JOHNSON 625 MYTLE SIOUX CITY, IOWA 51103 *TRANSPORTATION	211.41	0.00	0.00	211.41
FRANK JOHNSON [illegible] RIVERTON STREET AUGUSTA, MAINE 04330 * EQUIPMENT RENTAL	150.00	0.00	0.00	150.00
JULIAN MOTOR INN BOX 627 DUBUQUE, IOWA 52001 *LODGING	269.58	0.00	0.00	269.58
THE KEEFE CO. 444 N CAPITOL STREET WASHINGTON D.C. 20001 CONSULTING	5045.58	0.00	0.00	5045.58
KENNEN RESEARCH & CONSULTING 80 - 11 STREET NEW YORK, NEW YORK 10003 *CONSULTING	10553.62	0.00	0.00	10553.62

19,044.19

[illegible] 3/80)

[illegible] BLENN PRESIDENTIAL COMMITTEE INC.

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING [illegible] THIS PERIOD
KETUCKY FRIED CHICKEN 677 DW HIGHWAY MANCHESTER, N. H. 03104 *FOOD	360.00	0.00	0.00	360.00
KIVA INN 5403 SOUTH FIRST ST ABILENE, TEXAS 79605 *LODGING	1291.37	0.00	0.00	1291.37
KOCH BROTHERS 301 EAST LOCUST DES MOINES, IOWA 50309 *EQUIPMENT RENTAL	865.19	0.00	0.00	865.19
[illegible]LE S. KOFF 435 HUDSON STREET NEW YORK, NEW YORK 10014 *POSTERS	1422.86	0.00	0.00	1422.86
[illegible]-COPY [illegible] S. LAMAR STREET JACKSON, MS *PRINTING	404.64	0.00	0.00	404.64
[illegible] L. KOSBERG [illegible]01 WOODWAY SUITE 332 HOUSTON, TEXAS *FUNDRAISING	2252.68	0.00	0.00	2252.68
[illegible]SER COMPANY ROUTE 3 MONGOMERY, ALABAMA 36110 *EQUIPMENT RENTAL	163.63	0.00	0.00	163.63
LABBE REALITY [illegible] WESTERN AVE. AUGUSTA, MAINE 04333 *RENT	500.00	0.00	0.00	500.00
LAKE FRONT TRAILWAYS P.O. BOX 81172 CLEVELAND, OHIO *TRANSPORTATION	27172.40	0.00	0.00	27172.40
MORE LAGEN PRINTING P.O. BOX 718 [illegible]E HAUTE, IND. 47808 [illegible]UNDRAISING	154.35	0.00	0.00	154.35

PAGE TOTAL [illegible] 34,587.12

[illegible] PRESIDENTIAL COMMITTEE [illegible]

FULL NAME, MAILING ADDRESS AND ZIP CODE OF LENDER OR CREDITOR AND NATURE OF DEBT	BEGINNING BALANCE THIS PERIOD	AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	CLOSING BALANCE THIS PERIOD
LANSING OFFICE EQUIPMENT OKEMOS ROAD LANSING, MICHIGAN •OFFICE EQUIPMENT	388.95	0.00	0.00	388.95
LARIMERS 444 NORTH CAPITAL WASHINGTON, D.C. 20001 •FUNDRAISING EVENTS	444.60	0.00	0.00	444.60
THE LAST WORD, INC. 1777 N. CAPITAL STREET 537 ARLINGTON, VA 22209 •DIRECT MAIL	1893.40	0.00	0.00	1893.40
L'ENFANT PLAZA HOTEL 480 L'ENFANT PLAZA WASHINGTON, D.C. •MEETINGS	1221.20	0.00	0.00	1221.20
[illegible] OFFICE MACHINE CO. [illegible] H STREET, N.W. WASHINGTON, D.C. 20001 •EQUIPMENT RENTAL	706.50	0.00	0.00	706.50
SOULD'S KITCHEN POST OFFICE BOX 98481 JACKSON, MISS. 39206	128.00	0.00	0.00	128.00
LOGAN AIRPORT HILTON P.O. BOX 3700-31 BOSTON, MASS 02241 •LODGING	84.57	0.00	0.00	84.57
	502003.13	0.00	0.00	495922.59

PAGE TOTAL 4,887.22

SCHEDULE [illegible] DEBTS AND OBLIGATIONS PAGE [illegible]
[illegible] EXCLUDING LOANS OF [illegible]
JOHN GLENN PRESIDENTIAL COMMITTEE INC. LINE NUMBER

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
MCI TELECOMMUNICATIONS CORP. 1133 - 19TH STREET WASHINGTON D.C. 20036 *TELEPHONE	13251.00	0.00	0.00	13251.00
MCI TELECOMMUNICATIONS CORP. P.O. BOX 8510 CINCINNATI, OHIO 45201 *TELEPHONE	4754.57	0.00	0.00	4754.57
MCI TELECOMMUNICATIONS CORP. DRAWER NO. 99040 FORT WORTH, TX 76199 *TELEPHONE	33489.45	0.00	0.00	33489.45
MCI TELECOMMUNICATIONS CORP. P.O. BOX 27850 KANSAS CITY, MO 64180 *TELEPHONE	4998.00	0.00	0.00	4998.00
MT. VERNON PRINTING CO. 2600 PITTMAN DRIVE SILVER SPRING, MD 20910 *PRINTING	7736.34	0.00	0.00	7736.34
MACDONALD ASSOCS. 2971 BROWN AVE. MANCHESTER, NH 03101 *TELEPHONE	140.50	0.00	0.00	140.50
MACKE BUILDING SERVICES 1726 17TH STREET WASHINGTON D.C. 20002 *OCCUPANCY	319.98	0.00	0.00	319.98
TOM MAZUR 901 SIMON LANE KENT, OHIO 44240 *TRAVEL EXPENSES	358.54	0.00	0.00	358.54
MARCO POLO RESORT MOTEL 19201 COLLINS AVE. MAIMI BEACH, FLORIDA *LODGING	141.43	0.00	0.00	141.43
MARINE CORPS ASSOC. BOX 1775 QUANTICO VIRGINIA 22134 *PRINTING	40.04	0.00	0.00	40.04

PAGE TOTAL [illegible]

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SCHEDULE D
(FEC.USED 3/8)
JOHN GLENN PRESIDENTIAL COMMITTEE INC.

DEBTS AND OBLIGATIONS
EXCLUDING LOANS

LINE NUMBER :

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
MARTIN'S REALTORS 1400 BLACKHAWK STREET WATERLOO IOWA 50702 •RENT	500.00	0.00	0.00	500.00
MASS. BAY LINES 244 ATLANTIC AVE. BOSTON MASS. 02110 •TRANSPORTATION	200.00	0.00	0.00	200.00
MAYFLOWER HOTEL 1127 CONNECTICUT AVE. WASHINGTON D.C. 20002 •FUNDRAISING EVENT	580.14	0.00	0.00	580.14
MCDONALD RENT A CAR 14240 W. 7 MILE RD. DETROIT MICH 48235 •TRANSPORTATION	148.60	0.00	0.00	148.60
MCGRAW-HILL BOOK DIST CENTER HIGHTSTOWN, NEW JERSEY 08520 •PRINTING	24.66	0.00	0.00	24.66
MEAD DATA CENTRAL P.O. BOX 933 DAYTON, OHIO 45401 •EQUIPMENT RENTAL	5550.09	0.00	0.00	5550.09
TERRY MEADOWS P.O. BOX 65511 DES MOINES, IOWA 50265 •TRANSPORTATION	985.14	0.00	0.00	985.14
MEBAR REALTY HOLDING TRUST 400 N. CAPITOL ST., N.W. WASHINGTON, D.C. 20001 •RENT AND CONFERENCE	0.00	0.00	0.00	0.00
THE MEDIA GROUP 1480 DUBLIN ROAD COLUMBUS, OHIO 43215 •EQUIPMENT RENTAL	4726.95	0.00	0.00	4726.95
MEDIALARE 117 S. 17TH ST. SUITE 210 PHILADELPHIA, PA 19103 •RESEARCH	35.00	0.00	0.00	35.00

PAGE TOTAL 13,160.58

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SCHEDULE OF DEBTS AND OBLIGATIONS PAGE [illegible]
(REVISED 3/80) EXCLUDING LOANS OF [illegible]
JOHN GLENN PRESIDENTIAL COMMITTEE INC. LINE NUMBER

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
MELROD, REDMAN & GARTLAN 1801 K STREET, N.W.#1100 WASHINGTON, D.C. 20000 *CONSULTING	975.00	0.00	0.00	975.00
MELRICKS STANDARD SERVICE 428 FRANKLIN STREET WATERLOO, IOWA 50703 *TRANSPORTATION	81.26	0.00	0.00	81.26
MERCHANT NATIONAL CAR RENTAL DW HWY NORTH HOOKSETT N.H. 03106 *TRANSPORTATION	1928.48	0.00	0.00	1928.48
MILAN TRUCKING COMPANY P.O. BOX 333 LITHONIA, GEORGIA 30058 *TRANSPORTATION	710.00	0.00	0.00	710.00
MIDWEST OFFICE TECHNOLOGY 1022 GRAND AVE. DES MOINES, IOWA 50309 *EQUIPMENT RENTAL	266.22	0.00	0.00	266.22
MIDWEST BUSINESS EQUIPMENT 180 N. WELLS CHICAGO ILL 60606 *EQUIPMENT RENTAL	1112.64	0.00	0.00	1112.64
MILLER & CHEVALIER 655 FIFTEENTH STREET WASHINGTON D.C. 20005 *CONSULTING	1569.65	0.00	0.00	1569.65
GEN. THOMAS MILLER 3659 N HARRISON ST. ARLINGTON, VA 22[illegible] *TRANSPORTATION	1420.45	0.00	0.00	1420.45
RONNIE MILSAP 12 MUSIC CIRCLE SOUTH NASHVILLEE, TN 37202 *FUNDRAISING EVENT	520.00	0.00	0.00	520.00
MOODY AND CO. 188 WATER STREET AUGUSTA, ME 04330 *STATIONARY	268.43	0.00	0.00	268.43

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SCHEDULE [illegible]
(REVISED [illegible])
JOHN GLENN PRESIDENTIAL COMMITTEE INC.

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND *NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
JAMES MORIN 281 CALEF ROAD MANCHESTER, NEW HAMPSHIRE *RENT	560.00	0.00	0.00	560.00
MORRIS OFFICE EQUIPMENT 4230 AZALEA AVE. RICHMOND, VA 23227 *EQUIPMENT RENTAL	104.00	0.00	0.00	104.00
ANDREW MURPHY 1104 WHITE OAK LANE VICTOR, N.Y. 14564 *CONSULTING	1555.55	0.00	0.00	1555.55
NARRAGANSETTE ELECTRIC 259 W HOLLIS ST NASHUA NH *RENT	975.62	0.00	0.00	975.62
NATIONAL JOBS WITH PEACE 76 SUMMER STREET #300 BOSTON, MASS. 02110 *LETTERS	12.56	0.00	0.00	12.56
NATIONAL CAR RENTAL 3565 N HARBOR DR SAN DIEGO, CA. 92101 *TRANSPORTION	0.00	0.00	0.00	0.00
NETHERLAND PLAZA 500 LAFAYETTE ROAD HAMPTON, NEW HAMPSHIRE 03842 *LODGING	371.83	0.00	0.00	371.83
NEW YORK TIMES P.O. BOX 37292 WASHINGTON, D.C. 20013 *RESEARCH	40.50	0.00	0.00	40.50
NIGHT OWL SECURITY INC. 8411 OLD MAR. PIKE UPPER MARLBORO, MD 20772 *OCCUPANCY	46.75	0.00	0.00	46.75
NITSCHKE OFFICE SUPPLIES 37 EAST GAY STREET COLUMBUS, OH 43215 *STATIONERY AND SUPPLIES	1668.84	0.00	0.00	1668.84

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SCHEDULE [illegible]
(REVISED 3/85)
JOHN GLENN PRESIDENTIAL COMMITTEE, INC. [illegible]

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	[illegible] INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
NORTH AMERICAN COMM. CORP. 25 Maple Avenue Armonk, NY 10504 *Direct Mail	6243.62	0.00	0.00	6243.62
NORTH AMERICAN OFFICE SYSTEMS 1454 WILLINGHAM DRIVE ATLANTA, GEORGIA 30344 *TRANSPORTION	1480.36	0.00	0.00	1480.36
FLORENCE OCHI 8655 BELFORD AVE LOS ANGELES, CA 90045 *TRAVEL	660.30	0.00	0.00	660.30
OFFICE DIMENSIONS/LLEWELLYNS 801 ELM STREET MANCHESTER, NH 03101 *EQUIPMENT RENTAL	3192.14	0.00	0.00	3192.14
OFFICE ENTERPRISES 68 EAST BROAD STREET COLUMBUS, OHIO 43215 *RENT	2213.40	0.00	0.00	2213.40
OFFICE SUPPLY CENTER 875 N MICHIGAN AVE. CHICAGO ILL 60611 *STATIONARY	2047.67	0.00	0.00	2047.67
OFFICE SYSTEMS INC. P.O. BOX 3138 JACKSON, MISSISSIPPI 39207 *EQUIPMENT RENTAL	1290.17	0.00	0.00	1290.17
OHIO NEWS BUREAU, INC. 1900 EUCLID AVE. CLEVELAND, OH 44115 *REFERENCE	6932.90	0.00	0.00	6932.90
OLDE TOWN DELI 1039 EASTDALE MALL MONTGOMERY AL 36117 *MEETING	35.41	0.00	0.00	35.41
OMNI INTERNATIONAL HOTEL ONE OMNI INTERNATIONAL ATLANTA, GEORGIA 30335 *LODGING	1958.18	0.00	0.00	1958.18

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(REVISED 3/[illegible])
JOHN GLENN PRESIDENTIAL [illegible]

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND *NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	BALANCE AS CLOSED OF THIS PERIOD
ORDER FROM HORDER 901 TOUHY AVE. ELK GROVE VILLAGE, ILL 60007 *OFFICE SUPPLIES	1089.40	0.00	0.00	1089.40
OREGON SEC. OF STATE 141 STATE CAPITAL SALEM, OREGON 97310 *FILING FEE	25.00	0.00	0.00	25.00
PSHN P.O. BOX 360 MANCHESTER, N.H. 03105 *ELECTRIC	211.97	0.00	0.00	211.97
PALMER HOUSE P.O. BOX 93906 CHICAGO ILL. 60673 *LODGING	102.33	0.00	0.00	102.33
MATT PARROTT & SONS 514 BRATMOBER ST. BOX 660 WATERLOO, IOWA *EQUIP. RENTAL	93.60	0.00	0.00	93.60
P DELIVERY Q 2007 NORTH 15TH STREET #3 ARLINGTON VA 22201 *COURIER	74.40	0.00	0.00	74.40
PENNSYVANIA NURSES ASSOC. 2515 N. FRONT STREET HARRISBURG, PA 17110 *LETTERS	170.04	0.00	0.00	170.04
PERSONNEL POOL 1001 CONNECTICUT AVENUE, N. WASHINGTON, D.C. 20036 *CONSULTANTS	813.88	0.00	0.00	813.88
PETRY'S TEXACO 4130 MCFARLAND TUSCALOOSA, ALABAMA *TRANSPORTATION	58.11	0.00	0.00	58.11
PFEIFER PRINTING 190 EAST FULTON ST. COLUMBUS, OH 43215 *PRINTING	6208.58	0.00	0.00	6208.58

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SCHEDULE [illegible]
(REVISED 3/80)
JOHN GLENN PRESIDENTIAL COMMITTEE INC.

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND *NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
PHILADELPHIA ELECTRIC 121 S. 18TH ST. PHILADELPHIA, PA. 19103 *ELECTRICITY	57.09	0.00	0.00	57.09
PHOTO CENTER 875 N. MICHIGAN AVE. CHICAGO, ILLINOIS 60611 *TRAVEL	89.34	0.00	0.00	89.34
PIP 112 SO EIGHTEENTH PHILELPHIA PA. 19103 *PRINTING	148.43	0.00	0.00	148.43
PITNEY BOWES P.O. BOX 38390 LOUISVILLE, KY 40233 *OFFICE EQUIPMENT AND SUPPLIES	2581.64	0.00	0.00	2581.64
POAGE OFFICE PRODUCTS 1233 E. SOUTH BLVD. MONTGOMERY, ALABAMA 36116 *OFFICE PRODUCTS	293.64	0.00	0.00	293.64
POLITICAL AMERICANA ONE OAK PLAZA #301-1 ASHEVILLE, NC 28801 *CAMPAIGN BUTTONS	12292.83	0.00	0.00	12292.83
POTOMOC COLOR PRINTERS 9545 RIVES ROAD POTOMOC, MD 29854 *FUNDRAISING EVENTS	220.00	0.00	0.00	220.00
PRECISION MARKETING 515 WEST WASHINGTON BLVD. LOS ANGELES, CA 90015 *EQUIPMENT RENTAL	595.39	0.00	0.00	595.39
PRESS READY NEWS SERVICE 610 ACADEMY AVE. WAYNESBORO, GA 30830 *BUTTONS	110.00	0.00	0.00	110.00
RAMADA RENNAISSANCE HOTEL 4736 BEST ROAD COLLEGE PARK, GEORGIA 30337 *LODGING	76.32	0.00	0.00	76.32

PAGE TOTAL 16,444.68

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SCHEDULE OF
(REVISED 3/80)
JOHN GLENN PRESIDENTIAL COMMITTEE INC.

DEBTS AND OBLIGATIONS EXCLUDING LOANS

PAGE 1[illegible] OF [illegible] LINE NUMBER

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND *NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
PRINTING OPTIONS 5221 MONROE PLACE BLADENSBURG, MD 20710 *LETTERS/DIRECT MAIL	4680.65	0.00	0.00	4680.65
PRINTING SYSTEMS P.O. BOX 441203 MIAMI, FLORIDA 33144 *PRINTING	413.70	0.00	0.00	413.70
PROFESSIONAL AVIATION P.O. BOX 4562 JACKSON, MS 39216 *TRANSPORTATION	358.18	0.00	0.00	358.18
PROVIDENCE GAS COMPANY 100 WEYBOSSET ST PROVIDENCE, RHODE ISLAND *RENT AND OCCUPANCY	3421.49	0.00	0.00	3421.49
PRUDENTIAL BACHE SECURITIES ONE SEAPORT PLAZA NEW YORK, NY 10292 *TRANSPORTATION	2089.20	0.00	0.00	2089.20
PUBLIC OFFICE CORPORATION 400 NORTH CAPITOL ST., N.W. WASHINGTON, D.C. 20001 *DATA PROCESSING	0.00	0.00	0.00	0.00
PUROLATOR COURIER CORPORATE PROCESSING DEPT. COLUMBUS OHIO 43271 *COURIER	153.30	0.00	0.00	153.30
QUALITY INN-CAPITOL HILL 415 NEW JERSEY AVE., N.W. WASHINGTON, D.C. 20001 *LODGING	2134.93	0.00	0.00	2134.93
QUALITY PRESS 1300 FIFTH AVE SOUTH BIRM. ALABAMA 35233 *FUNDRAISING EVENT	1210.19	0.00	0.00	1210.19
QUICK COPY 6TH AND WALNUT DES MOINES, IOWA 50309 *PRINTING	710.53	0.00	0.00	710.53

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SCHEDULE OF DEBTS AND OBLIGATIONS (PAGE 3)
(REVISED 3/80) (INCLUDING LOANS)
JOHN B. ANDERSON PRESIDENTIAL COMMITTEE INC. LINE NUMBER

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
R C A RECORDS STUDIO 1A NEW YORK, NEW YORK •FUNDRAISING EVENTS	3853.45	0.00	0.00	3853.45
ROME TRANSIT DEPT. P.O. BOX 1433 ROME, GEORGIA 30163 •TRANSPORTATION	247.50	0.00	0.00	247.50
BOB RAICHE 305 STARK LANE MANCHESTER, NEW H. 03104 •PHOTOGRAPHER	254.50	0.00	0.00	254.50
RAND MCNALLY MAP STORE 23 E MADISON CHICAGO ILL. 60602 •SUPPLIES	108.09	0.00	0.00	108.09
KEITH RASEY 408 FAIR ST NAPOLEON, OHIO 43543 •TRANSPORTATION	151.33	0.00	0.00	151.33
RAWSON CO. 2 NORTHSIDE 75 ATLANTA, GEORGIA 30318 •PRINTING	39.75	0.00	0.00	39.75
RED TOP COACH 1300 NORTH HUDSON ST. ARLINGTON, VA 22201 •TRANSPORTATION	125.00	0.00	0.00	125.00
REPUBLICAN NEWS INDEX 205 W. FIRST AVENUE BOX 419 INDIANOLA, IOWA 50125 •ADVERTISING	216.35	0.00	0.00	216.35
THE RENDON COMPANY 1429 RHODE ISLAND AVE NW WASHINGTON D.C. 200036 •CONSULTING	296.30	0.00	0.00	296.30
RENTEX 100 BOYLSTON STREET BOSTON, MASS 02116 •RENTAL EQUIPMENT	310.80	0.00	0.00	310.80

PAGE TOTAL 5,103.37

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SC-SCHEDULE OF
(REVISED 3/81)
JOHN GLENN PRESIDENTIAL COMMITTEE INC.

DEBTS AND OBLIGATIONS - PART 1
EXCLUDING LOANS

PAGE 23
LINE NUMBER

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND *NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
REYNOLDS OFFICE EQUIPMENT 3317 BROAD STREET RICHMOND, VA *RENTAL EQUIPMENT	286.00	0.00	0.00	286.00
RHEA ENGERT 2401 UNIVERSITY DR., S. FORT WORTH TX 76109 *PHOTOGRAPHY	353.85	0.00	0.00	353.85
ROBERT DAY-DEANS CATERERS 3636 - 34TH STREET LONG ISLAND, NY 11106 *CATERING	3259.67	0.00	0.00	3259.67
RODEWAY INN 2201 JACKSON AVE. WEST OXFORD, MISS. 38655 *LODGING	47.09	0.00	0.00	47.09
THE ROMAN INN P.O. BOX 461 ROME, GEORGIA 30161 *LODGING	289.43	0.00	0.00	289.43
ROBERTS SHOWSTABLE 62 LOCUST STREET DUBUQUE, IOWA 52001 *MEALS	104.00	0.00	0.00	104.00
ROLM MID ATLANTIC 2070 CHAIN BRIDGE RD. #600 TYSONS CORNER, VA 22130 *TELEPHONE	13292.30	0.00	0.00	13292.30
RODMAN FORD ROUTE ONE FOXBORO, MASS 02035 *TRANSPORTATION	1097.60	0.00	0.00	1097.60
RADIO TV MONITORING 3408 WISC. AVE. NW WASHINGTON D.C. 20016 *REPRODUCTION	1235.24	0.00	0.00	1235.24
RAMADA INN 1450 CAPITOL AVE. ATLANTA, GEORGIA *LODGING	106.34	0.00	0.00	106.34

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SCHEDULE 3P
(REVISED 3/80)
JOHN GLENN PRESIDENTIAL COMMITTEE INC.

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND *NATURE OF DEBT	OUTSTANDING BALANCE [illegible] THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
RAMADA INN 513 WEST BROAD STREET ATHENS, GEORGIA 30601 *MEETING	262.99	0.00	0.00	262.99
RAMADA INN 929 THIRD STREET DES MOINES, IOWA 50309 *LODGING	7376.57	0.00	0.00	7376.57
ROOK, PITTS & PROVST XEROX CENTER 55 WEST MONROE STREET CHICAGO, ILL 60603 *LEGAL FEES	1185.00	0.00	0.00	1185.00
ROYAL TOLEDO INN 1800 MIAMI INN TOLEDO, OHIO 46305 *LODGING	308.15	0.00	0.00	308.15
S & L MANAGEMENT CO. P.O. BOX 2654 WINTER PARK, FLORIDA 32790 *RENT	1095.00	0.00	0.00	1095.00
SAGA CORPORATION P.O. BOX 6284 UNIVERSITY, AL 35486	88.60	0.00	0.00	88.60
SATURN CORPORATION 4701 LYDELL ROAD CHEVERLY, MD. 20781 *FUNDRAISING	182.21	0.00	0.00	182.21
SCHLEGEL HOWARD & VAN MAREL 105 1/2 N. MARKET ST. OTTUMWA, IOWA 52501 *RENT	300.00	0.00	0.00	300.00
STEVEN M. SCHRAGER 4199 NEW 28TH WAY BOCA RATON, FLORIDA 33434 *TRAVEL	655.37	0.00	0.00	655.37
SCRUFFY'S BREAD BOARD 5TH & GRAND DES MOINES, IOWA *MEETINGS	400.00	0.00	0.00	400.00

PAGE TOTAL 11,853.59

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SCHEDULE OF DEBTS AND DELIGATIONS
(REVISED 3/80) EXCLUDING LOANS
JOHN GLENN PRESIDENTIAL COMMITTEE INC.

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND *NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
SEASON'S FLOWER SHOP 1301 PENNSYLVANIA AVE. N.W. WASHINGTON, D.C. 20004 *RECEPTION	115.60	0.00	0.00	115.60
SHERATON COLUMBUS 50 N. 3RD STREET COLUMBUS, OH 43215 *FUNDRAISING EVENTS	1203.12	0.00	0.00	1203.12
SHERATON CENTRE P.O. BOX 10122 CHURCH STREET STATION NEW YORK, NEW YORK 10249	888.62	0.00	0.00	888.62
SHERATON WAYFARER BEDFORD, N.H. 03102 *LODGING	8661.25	0.00	0.00	8661.25
SHIELD BUSINESS MACHINES 235 N. 12TH STREET PHILADELPHIA, PA. *EQUIPMENT RENTAL	159.00	0.00	0.00	159.00
SHONEYS INN 1713 FIRST AVE. SE MULTRIE, GA. 31768 *LODGING	746.61	0.00	0.00	746.61
SIMS OFFICE SUPPLY 1001 N. DOUGLAS RD. ATLANTIC SPRINGS, FLORIDA *SUPPLIES	110.48	0.00	0.00	110.48
SISSON SECURITY SERVICE 5055 SEMINARY ROAD#105 ALEXANDRIA, VA 22311 *RENT AND OCCUPANCY	402.88	0.00	0.00	402.88
SLYCORD SERVICE CENTER, INC. 1722 GRAND AVE. DES MOINES, IA 50309 *TRANSPORTATION	1674.86	0.00	0.00	1674.86
SKY COURIER NETWORK INC. P.O. BOX 0027 WASHINGTON D.C. 20035 *SHIPPING	3486.20	0.00	0.00	3486.20

PAGE TOTAL 17,448.6

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SCHEDULE OF [illegible]
(REVISED 3/80) EXCLUDING LOANS [illegible]
JOHN GLENN PRESIDENTIAL COMMITTEE INC. [illegible]

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND *NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
SLF ASSOCIATES R.F.D. BOX 621 CANTON, ME 04221 *LETTERS AND INVITATIONS	962.78	0.00	0.00	962.78
SMITH PAPER CO. 15912 TOURNAMENT DRIVE GAITHERSBURG, MD 20877 *PHOTOCOPYING	2107.95	0.00	0.00	2107.95
SOUTHLAND SYSTEMS 5855 S-OAKBROOK PARKWAY NORCROSS, GEORGIA 30093 *EQUIPMENT RENTAL	1381.36	0.00	0.00	1381.36
SOUTHERN BELL P.O. BOX 686 COLUMBIA, SOUTH CAROLINA 29205 *TELEPHONE	341.94	0.00	0.00	341.94
SOUTHWESTERN BELL P.O. BOX 333 TOPEKA, KANSAS 66634 *TELEPHONE	445.61	0.00	0.00	445.61
SOUTHWESTERN BELL P.O. BOX 220012 DALLAS, TEXAS 75393 *TELEPHONE	165.95	0.00	0.00	165.95
SPEEDWAY PETROLEUM CO. 501 MAIN STREET KEENE N.H. 03431 *RENT AND OCCUPANCY	107.17	0.00	0.00	107.17
SPINELL PRINTING 3829 CATALINA STREET LOS ALAMITOS, CA 90720 *LETTERS	729.28	0.00	0.00	729.28
SP COMMUNICATIONS 1 ADRIAN COURT P.O. BOX 625 LOS ALAMITOS, CA 90720	4365.45	0.00	0.00	4365.45
STAFFORD INN P.O. BOX 2330 TUSCALOOSA, ALABAMA 35403 *LODGING	2223.35	0.00	0.00	2223.35

PAGE TOTAL

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SCHEDULE DP
(REVISED 3/80)
JOHN GLENN PRESIDENTIAL COMMITTEE INC.

DEBTS AND OBLIGATIONS EXCLUDING LOANS

PAGE [illegible] OF [illegible] LINE NUMBER

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND *NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
R.L. STEVENS 5813 AUGUSTA LANE BETHESDA, MD 20816 *EQUIPMENT RENTAL	500.00	0.00	0.00	500.00
SPRINT COMMUNICATIONS ACCOUNTS REC.DEPT. PITTSBURG, PA 15254 *TELEPHONE	1430.14	0.00	0.00	1430.14
STANDARD CONSTRUCTION 88 EAST BROAD STREET COLUMBUS, OHIO 43215 *LABOR	149.27	0.00	0.00	149.27
STANDARD OFFICE SYSTEMS 5855 S. OAKBROOK NORTHCROSS, GA. 30093 *STATIONARY	200.23	0.00	0.00	200.23
THE STATE NEWS 345 STUDENT SERVICE BUILDING E. LANSING MI. *MEDIA	26.10	0.00	0.00	26.10
TDX SYSTEM P.O. BOX 941 MCLEAN, VA 22101 *TELEPHONE	3016.83	0.00	0.00	3016.83
LARRY TAYLOR P.O. BOX 420292 ATLANTA, GEORGIA 30342 *TELEPHONE	105.00	0.00	0.00	105.00
TELAUTOGRAPH P.O. BOX 45014 LOS ANGELES, CA 90045 *EQUIPMENT RENTAL	4216.06	0.00	0.00	4216.06
THRIFTY RENT-A-CAR 3114 SYLVAN ROAD ATLANTA, GEORGIA 30354 *TRANSPORTATION	1066.72	0.00	0.00	1066.72
THE TIMES 345 GREEN STREET GAINESVILLE, GEORGIA 30501 *MEDIA	65.40	0.00	0.00	65.40

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SCHEDULE 3P
(REVISED 3/80)
JOHN GLENN PRESIDENTIAL COMMITTEE INC.

DEBTS AND OBLIGATIONS
EXCLUDING LOANS

LINE NUMBER

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
TOUCH AND SAVE P.O.BOX 220 GORHAM N.H. 03581 •TELEPHONE	2083.99	0.00	0.00	2083.99
TRANSWORLD AIRLINES GREATER PEORIA AIRPORT PEORIA, ILLINOIS •SHIPPING	36.75	0.00	0.00	36.75
TRANSCO BOX 2469 AUGUSTA, MAINE •EQUIPMENT RENTAL	1347.97	0.00	0.00	1347.97
TRAVELODGE 2021 GRAND AVENUE DES MOINES, IOWA •LODGING	2954.78	0.00	0.00	2954.78
TRI-COLOR 4850 FERNLINE ROYAL OAK, MICHIGAN 48073 •PHOTOGRAPHS	106.96	0.00	0.00	106.96
THE TYPEWRITER SHOP 3RD & WASHINGTON BURLINGTON, IOWA •EQUIPMENT RENTAL	41.60	0.00	0.00	41.60
TUSCALOOSA TRANSIT 1402 30TH AVE TUSCALOOSA, ALABAMA 35401 •TRANSPORTATION	360.00	0.00	0.00	360.00
RICHARD M. TUTTLE P.O. BOX 5264 COLUMBIA, SOUTH CAROLINA 29250 •PRINTING	59.30	0.00	0.00	59.30
UNITED PARCEL SERVICE 14841 SWEITZER LANE LAUREL MD 20707 •COURIER	204.74	0.00	0.00	204.74
UNITED EXPO SERVICE 1870 MURPHY AVE. SW ATLANTA, GA •MEETINGS	250.00	0.00	0.00	250.00

SCHEDULE 2B
(REVISED 3/80)
JOHN GLENN PRESIDENTIAL COMMITTEE INC.

DEBTS AND OBLIGATIONS EXCLUDING LOANS

PAGE 38 OF [illegible]
LINE NUMBER :

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND *NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
WASHINGTON NAT. AIRPORT WASHINGTON, D.C. 20001 *TRANSPORTATION	27.30	0.00	0.00	27.30
U.S. JET AVIATION GENERAL AVIATION TERMINAL WASHINGTON, D.C. 20001 *TRANSPORTATION	13494.96	0.00	0.00	13494.96
VIDEO PRODUCTIONS 3947 STATE LINE ROAD KANSAS CITY, MO 11053 *MEDIA PRODUCTION	753.61	0.00	0.00	753.61
VORYS SATER SEYMOUR & PEASE 52 EAST GAY STREET COLUMBUS, OHIO 43216 *LEGAL SERVICES	22112.99	0.00	0.00	22112.99
WDUN P.O. BOX 10 GAINESVILLE, GA. 30503 *MEDIA	120.00	0.00	0.00	120.00
WKRG MOBILE, ALABAMA *ADVERTISING	748.00	0.00	0.00	748.00
WACKER PLAZA 228 N. LA SALLE ST. CHICAGO, ILL. 60601 *RENT	4134.66	0.00	0.00	4134.66
WANG LABORATORIES 6100 EXECUTIVE BLVD. #200 ROCKVILLE, MD 20852 *WORD PROCESSING/SUPPLIES	7439.23	0.00	0.00	7439.23
WALL STREET JOURNAL 200 BURNETT ROAD CHICOPEE, MASS. 01021 *NEWSPAPER	147.00	0.00	0.00	147.00
ROBERT C. WATTLES P.O. BOX 1855 TALLAHASSEE, FLORIDA 32302 *RENT AND OCCUPANCY	632.37	0.00	0.00	632.37

PAGE TOTAL 49,610.12

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SCHEDULE D
(REVISED 3/80)
JOHN GLENN PRESIDENTIAL COMMITTEE INC.

DEBTS AND OBLIGATIONS EXCLUDING LOANS

LINE NUMBER :

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND •NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
WAYNE COOK CO. JEFFERSON & 3RD BURLINGTON, IOWA 52601 •RENT	225.00	0.00	0.00	225.00
WESTERN UNION ELECTRONIC MAIL P.O. BOX OLD MEADOW RD. MCLEAN VA. 22102 •EQUIPMENT RENTAL	185.00	0.00	0.00	185.00
WESTERN UNION TELEGRAPH CO. P.O. BOX 101250 ATLANTA, GEORGIA 30392 •TELEGRAPH	41.56	0.00	0.00	41.56
WEBER PHOTOGRAPHIC 1020 WEST SEVENTH ST WATERLOO IOWA 50701 •BUMPER STICKERS	1793.08	0.00	0.00	1793.08
WESTERN UNION 536 SHELBY DRIVE DETROIT, MICHIGAN 48226 •TELEGRAPH	541.60	0.00	0.00	541.60
WESTERN UNION P.O. BOX 26202 RICHMOND, VA 23260 •TELEGRAPH	70.83	0.00	0.00	70.83
WESTWOOD CATERING 190 NORTH SAFFINGTON RD. GLENDALE, MO 63122 •FUNDRAISING EVENT	1317.86	0.00	0.00	1317.86
WHEELS INC. 4632 SPACECOAST PARKWAY KISSIMMEE, FLORIDA 32741 •TRANSPORTATION	1433.25	0.00	0.00	1433.25
JOHN A. WIETHE 607 TERRACE HILTON BLDG. CINCINNATI, OHIO 45202 •INSURANCE	500.00	0.00	0.00	500.00
TOM WHITNEY 200 CARRIERS BLDG DES MOINES, IOWA 50309 •CONSULTING	1775.00	0.00	0.00	1775.00

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SCHEDULE D
(REVISED 3/80)
JOHN GLENN PRESIDENTIAL COMMITTEE INC.

DEBTS AND OBLIGATIONS
EXCLUDING LOANS

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OF 66
LINE NUMBER

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND *NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
WOLLEYHAN TRANSPORT INC. CITY LINE AND S WILMINGTON DEL. 19899 *TRANSPORTATION	101.29	0.00	0.00	101.29
XEROX - COLUMBUS 1250 FAIR-DOD AVENUE COLUMBUS, OH *EQUIPMENT RENTAL	5395.42	0.00	0.00	5395.42
XEROX CORPORATION 1616 N. FORT MEYER DRIVE ARLINGTON, VA 22209 *EQUIPMENT RENTAL	24804.13	0.00	0.00	24804.13
TOTAL	331875.29	0.00	0.00	334182.96

PAGE TOTAL 30,300.5

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SCHEDULE D
(REVISED 3/80)
JOHN GLENN PRESIDENTIAL COMMITTEE INC.

DEBTS AND OBLIGATIONS
EXCLUDING LOANS

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
LAIURN AMOS 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 PAYROLL 2/16-29/84	450.00	0.00	0.00	450.00
DAVID ABEL 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 PAYROLL 2/16-29/84	300.00	0.00	0.00	300.00
PATICK ANDERSON 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 PAYROLL 2/16-29/84	1050.00	0.00	0.00	1050.00
ERIC ANDRUS 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 PAYROLL 2/16-29/84	166.66	0.00	0.00	166.66
PAT BAKER 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 PAYROLL 2/16-29/84	750.00	0.00	0.00	750.00
BOB BARBER 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 PAYROLL 2/16-29/84	99.49	0.00	0.00	99.49
JEFF BERMAN 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 PAYROLL 2/16-29/84	133.33	0.00	0.00	133.33
RUTH BERRY 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 PAYROLL 2/16-29/84	1667.67	0.00	0.00	1667.67

SCHEDULE OF DEBTS AND OBLIGATIONS PAGE 42
(REVISED 2/81) EXCLUDING LOANS OF 88
JOHN GLENN PRESIDENTIAL COMMITTEE INC. LINE 12

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
JUDY BIDDAR 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	417.77	0.00	0.00	417.77
RANDY BLAKE - End of DEBT 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	200.00	0.00	0.00	200.00
LEO BOTTARY - Start of Debt 1 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	450.00	0.00	0.00	450.00
DAVID BRANDT 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	0.00	0.00	0.00	0.00
BILL BRATTON 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	200.00	0.00	0.00	200.00
ANNA L BRENNAN 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	200.00	0.00	0.00	200.00
KIM BRENNER 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	0.00	0.00	0.00	0.00
DICK BREWDORT 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	1227.58	0.00	0.00	1227.58

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FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
LOU BROOKS 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 •PAYROLL 2/16-29/84	375.00	0.00	0.00	375.00
DWIGHT BURGESS 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 •PAYROLL 2/16-29/84	100.00	0.00	0.00	100.00
JOE BUNIEKA 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 •PAYROLL 2/16-29/84	1500.00	0.00	0.00	1500.00
JILL BURNS 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 •PAYROLL 2/16-29/84	390.12	0.00	0.00	390.12
LAURIE BUSH 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 •PAYROLL 2/16-29/84	150.20	0.00	0.00	150.20
BOYD CAMPBELL 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 •PAYROLL 2/16-29/84	728.81	0.00	0.00	728.81
LEN CARLEY 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 •PAYROLL 2/16-29/84	133.33	0.00	0.00	133.33
CHRIS CHANDLER 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 •PAYROLL 2/16-29/84	30.97	0.00	0.00	30.97

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SCHEDULE C
(REVISED 3/80)
JOHN GLENN PRESIDENTIAL COMMITTEE INC.

DEBTS AND OBLIGATIONS
EXCLUDING LOANS

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND *NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
BONNIE CLARK 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	400.00	0.00	0.00	400.00
EMERY P. COATS 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	350.00	0.00	0.00	350.00
KATHY COHEN 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	378.02	0.00	0.00	378.02
TIM COLLINS 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	180.00	0.00	0.00	180.00
MARY COLLOPY 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	418.50	0.00	0.00	418.50
TOMMY COLEMAN 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	1200.78	0.00	0.00	1200.78
SARA COTTON 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	200.00	0.00	0.00	200.00
ELIZABETH COX 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	958.33	0.00	0.00	958.33

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SCHEDULE 2B
(REVISED 3/80)
JOHN GLENN PRESIDENTIAL COMMITTEE INC.

DEBTS AND OBLIGATIONS
EXCLUDING LOANS

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OF 66
LINE 12

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND *NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
KATHY COYLE 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	66.66	0.00	0.00	66.66
CANDY CRAWFORD 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	600.00	0.00	0.00	600.00
CRAIS CRAWFORD 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	500.00	0.00	0.00	500.00
NANCY CRONIN 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	557.77	0.00	0.00	557.77
DAN DAVENPORT 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	1500.00	0.00	0.00	1500.00
CAROL DAVIDSON 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	0.00	0.00	0.00	0.00
MIKE DAVIS 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	400.00	0.00	0.00	400.00
BRIAN DELANEY 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	500.00	0.00	0.00	500.00

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SCHEDULE D
(REVISED 3/80)
JOHN GLENN PRESIDENTIAL COMMITTEE INC.

DEBTS AND OBLIGATIONS
EXCLUDING LOANS

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LINE 12

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND *NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
STEVE DOAK 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	30.20	0.00	0.00	30.20
LISA DOMINE 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	500.00	0.00	0.00	500.00
MELINA DONAHEY 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	515.48	0.00	0.00	515.48
CHRISTOPHER DOYLE 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	400.00	0.00	0.00	400.00
JOE DOYLE 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	270.00	0.00	0.00	270.00
CHARLES DUNCAN 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	584.85	0.00	0.00	584.85
ALICE DUPONT 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	555.23	0.00	0.00	555.23
BETH EDWARDS 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	500.00	0.00	0.00	500.00

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SCHEDULE 2A
(REVISED 3/80)
JOHN GLENN PRESIDENTIAL COMMITTEE INC.

DEBTS AND OBLIGATIONS
EXCLUDING LOANS

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LINE 12

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND *NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
JANE EISCHEID 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	83.33	0.00	0.00	83.33
JON ELLIOT 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	200.00	0.00	0.00	200.00
MARK EMBLIDGE 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	863.90	0.00	0.00	863.90
SANDRA FINK 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	600.00	0.00	0.00	600.00
M.H. FINNEGAN 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	133.33	0.00	0.00	133.33
PETE FISHER 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	0.00	0.00	0.00	0.00
MARGARET FITZ 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	0.00	0.00	0.00	0.00
KEVEN FLYNN 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	150.00	0.00	0.00	150.00

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SCHEDULE C DEBTS AND OBLIGATIONS PAGE 41
(REVISED 2/80) EXCLUDING LOANS OF 44
JOHN GLENN PRESIDENTIAL COMMITTEE INC. LINE 12

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
SEN FOSTER 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	50.00	0.00	0.00	50.00
ROBERT FRASCLA 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	50.00	0.00	0.00	50.00
RANDI FREEDMAN 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	691.19	0.00	0.00	691.19
PAT GALLIVAN 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	622.72	0.00	0.00	622.72
LORI GARNER 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	0.00	0.00	0.00	0.00
CHRIS GEDWENIS 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	400.00	0.00	0.00	400.00
MARK GILDEA 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	815.00	0.00	0.00	815.00
TRICIA GLANCEY 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	200.00	0.00	0.00	200.00

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SCHEDULE 2A
(REVISED 3/80)
JOHN GLENN PRESIDENTIAL COMMITTEE INC.

DEBTS AND OBLIGATIONS
EXCLUDING LOANS

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LINE 12

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND *NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
KEVIN GREENWOOD 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	81.60	0.00	0.00	81.60
ANDRE GUERRERO 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	500.00	0.00	0.00	500.00
JOE GUERRERO 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	250.00	0.00	0.00	250.00
CAROLYN HANVILLE 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	331.57	0.00	0.00	331.57
LYNN HECKENLIABE 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	133.33	0.00	0.00	133.33
JOE HENNESSEY 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	402.69	0.00	0.00	402.69
MICHAEL HIAM 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	300.00	0.00	0.00	300.00
DENA HIRSCHBERG 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	593.00	0.00	0.00	593.00

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SCHEDULE C8 DEBTS AND OBLIGATIONS PAGE 50
(REVISED 3/80) EXCLUDING LOANS OF 66
JOHN GLENN PRESIDENTIAL COMMITTEE INC. LINE 12

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND *NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
CLIFF HOCKER 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	150.00	0.00	0.00	150.00
ALAN HOFFMAN 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	1.00	0.00	0.00	1.00
ELIZABETH HOKE 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	360.94	0.00	0.00	360.94
TIM HOLDER 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	759.11	0.00	0.00	759.11
SARA HOLEY 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	600.00	0.00	0.00	600.00
RODGER HUBBARD 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	300.00	0.00	0.00	300.00
CYTHIA HUDSON 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	456.29	0.00	0.00	456.29
MARY HUGHES 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	611.33	0.00	0.00	611.33

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SCHEDULE CP
(REVISED 3/80)
JOHN GLENN PRESIDENTIAL COMMITTEE INC.

DEBTS AND OBLIGATIONS
EXCLUDING LOANS

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LINE 12

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND *NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
SARA HULL 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	466.46	0.00	0.00	466.46
JOHN INGRAM 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	454.55	0.00	0.00	454.55
JOHN INTERRANTE 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	360.94	0.00	0.00	360.94
HAL IRVIN 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	350.00	0.00	0.00	350.00
DIANA ISAM 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	500.00	0.00	0.00	500.00
CHRISTINE IVERSON 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	175.00	0.00	0.00	175.[illegible]
DAVID JACK 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	133.33	0.00	0.00	133.33
DEBBIE JOHNS 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	636.04	0.00	0.00	636.04

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SCHEDULE C
(REVISED 3/80)
JOHN GLENN PRESIDENTIAL COMMITTEE INC.

DEBTS AND OBLIGATIONS
EXCLUDING LOANS

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LINE 12

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND *NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
MYRA KACHER 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	450.00	0.00	0.00	450.00
LAUREEN KANE 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	350.00	0.00	0.00	350.00
PETER KIDDER 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	357.68	0.00	0.00	357.68
TIM KIDDER 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	349.93	0.00	0.00	349.93
MELISSA KLIDE 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	0.00	0.00	0.00	0.00
RICKY KNOX 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	1000.00	0.00	0.00	1000.00
DOUGH KRIDLER 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	734.71	0.00	0.00	734.71
SHARON LAIRD 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	500.00	0.00	0.00	500.00

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SCHEDULE [illegible] DEBTS AND OBLIGATIONS PAGE 53
(REVISED 3/80) EXCLUDING LOANS OF 66
JOHN GLENN PRESIDENTIAL COMMITTEE INC. LINE 12

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND *NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
JOHN LAWSON 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	950.00	0.00	0.00	950.00
ANNE LEWIS 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	200.00	0.00	0.00	200.00
PAT LEWIS 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	493.79	0.00	0.00	493.79
LAURA LOGAN 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	0.00	0.00	0.00	0.00
MIKE LYNCH 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	219.00	0.00	0.00	219.00
MONICA MCADAMS 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	420.58	0.00	0.00	420.58
FLOYD MANN 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	1666.67	0.00	0.00	1666.67
GREY MARION 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	193.91	0.00	0.00	193.91

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SCHEDULE DP
(REVISED 3/80)
JOHN GLENN PRESIDENTIAL COMMITTEE INC.

DEBTS AND OBLIGATIONS
EXCLUDING LOANS

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OF 66
LINE 12

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND *NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
DIEDRE MARTIN 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	272.50	0.00	0.00	272.50
BOB MCGRATH 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	333.33	0.00	0.00	333.33
JEFF MCNARY 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	150.00	0.00	0.00	150.00
CHERYL MEADOWS 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	33.33	0.00	0.00	33.33
TOM MAZUR 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	200.00	0.00	0.00	200.00
MIKE MCCURRY 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	1146.82	0.00	0.00	1146.82
DON MCDONOUGH 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	210.63	0.00	0.00	210.63
KAREN MCCARTNEY 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	600.00	0.00	0.00	600.00

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SCHEDULE D
(REVISED 3/80)
JOHN GLENN PRESIDENTIAL COMMITTEE INC.

DEBTS AND OBLIGATIONS
EXCLUDING LOANS

LINE 12

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
ROBERT MECOLI 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 •PAYROLL 2/16-29/84	200.00	0.00	0.00	200.00
ED MERENDA 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 •PAYROLL 2/16-29/84	300.00	0.00	0.00	300.00
MARYLINE MICHEL 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 •PAYROLL 2/16-29/84	632.16	0.00	0.00	632.16
NICHOLAS MIGINO 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 •PAYROLL 2/16-29/84	1152.08	0.00	0.00	1152.08
WARREN MILLS 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 •PAYROLL 2/16-29/84	459.47	0.00	0.00	459.47
STEVEN MILSTEAD 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 •PAYROLL 2/16-29/84	133.33	0.00	0.00	133.33
CHARLES MONK 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 •PAYROLL 2/16-29/84	20.00	0.00	0.00	20.00
ELINER REGAN 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 •PAYROLL 2/16-29/84	1000.00	0.00	0.00	1000.00

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SCHEDULE 2A
(REVISED 3/80)
JOHN GLENN PRESIDENTIAL COMMITTEE INC.

DEBTS AND OBLIGATIONS
EXCLUDING LOANS

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND *NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
MICHAEL MORGAN 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	166.66	0.00	0.00	166.66
GERARD MORRIS 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	1493.50	0.00	0.00	1493.50
ERIC MORRISON-BERLIN 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	402.52	0.00	0.00	402.52
GEORGE MOZINGO 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	400.00	0.00	0.00	400.00
BRENDA MUHAMMAD 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	600.00	0.00	0.00	600.00
LAURA MUHALL 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	501.07	0.00	0.00	501.07
EDWARD NEVILLE 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	600.00	0.00	0.00	600.00
ANNE NICHOLSON 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	0.00	0.00	0.00	0.00

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SCHEDULE C DEBTS AND OBLIGATIONS PAGE 37
(REVISED 2/81) EXCLUDING LOANS OF 61
JOHN GLENN PRESIDENTIAL COMMITTEE INC. LINE 12

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
WILLIAM NICKERSON 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 •PAYROLL 2/16-29/84	454.55	0.00	0.00	454.55
MARY O GRADY 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 •PAYROLL 2/16-29/84	154.28	0.00	0.00	154.28
JIM O'TOOLE 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 •PAYROLL 2/16-29/84	1500.00	0.00	0.00	1500.00
KARI PAPPAS 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 •PAYROLL 2/16-29/84	0.00	0.00	0.00	0.00
ROSS PAUL 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 •PAYROLL 2/16-29/84	10.46	0.00	0.00	10.46
MIKE PETRO 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 •PAYROLL 2/16-29/84	14.86 1	0.00	0.00	14.86
DEBRA PHILLIPS 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 •PAYROLL 2/16-29/84	67.66	0.00	0.00	67.66
WILMA PHILPOTT 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 •PAYROLL 2/16-29/84	500.00	0.00	0.00	500.00

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SCHEDULE C
(REVISED 3/80)
JOHN GLENN PRESIDENTIAL COMMITTEE INC.

DEBTS AND OBLIGATIONS
EXCLUDING LOANS

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LINE 12

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND *NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
JEANETTE PILAK 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	0.00	0.00	0.00	0.00
DAVID PRICE 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	450.00	0.00	0.00	450.00
HOWARD PULCHIN 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	480.00	0.00	0.00	480.00
MAUREEN QUINN 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	300.00	0.00	0.00	300.00
JOHN QUIRK 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	400.00	0.00	0.00	400.00
TOMMIE RACE 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	750.00	0.00	0.00	750.00
LAWRENCE RASKY 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	500.00	0.00	0.00	500.00
MARGARET RAY 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	703.25	0.00	0.00	703.25

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SCHEDULE OF DEBTS AND OBLIGATIONS PAGE 39
(REVISED 3/80) EXCLUDING LOANS OF 66
JOHN GLENN PRESIDENTIAL COMMITTEE INC. LINE 12

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND *NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
MARION RIEDLE 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	456.94	0.00	0.00	456.94
MAUREEN ROACH 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	172.53	0.00	0.00	172.53
JUDY RODGERS 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	586.62	0.00	0.00	586.62
MARK RODGERS 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	130.20	0.00	0.00	130.20
TED RODGERS 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	425.15	0.00	0.00	425.15
PAUL ROSENBURG 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	1352.29	0.00	0.00	1352.29
CAROLINE ROSS 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	600.00	0.00	0.00	600.00
J.R. ROSTOWKAWSKI 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	200.00	0.00	0.00	200.00

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SC-SCHEDULE C2 (REVISED 3/80)
JOHN GLENN PRESIDENTIAL COMMITTEE INC.

DEBTS AND OBLIGATIONS EXCLUDING LOANS

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LINE 12

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND •NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
MATT RUETER 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 •PAYROLL 2/16-29/84	704.77	0.00	0.00	704.77
STACY SCHROEDER 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 •PAYROLL 2/16-29/84	119.63	0.00	0.00	119.63
NATHAN SCHWARTZ 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 •PAYROLL 2/16-29/84	407.37	0.00	0.00	407.37
DANA SHAPIRO 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 •PAYROLL 2/16-29/84	120.00	0.00	0.00	120.00
LAUREEN SHARP 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 •PAYROLL 2/16-29/84	600.00	0.00	0.00	600.00
WILLIAM SHEER 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 •PAYROLL 2/16-29/84	326.55	0.00	0.00	326.55
FAM SILBERSTEIN 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 •PAYROLL 2/16-29/84	150.00	0.00	0.00	150.00
NANCY SIMS 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 •PAYROLL 2/16-29/84	750.00	0.00	0.00	750.00

SCHEDULE D
(REVISED 3/83)
JOHN GLENN PRESIDENTIAL COMMITTEE INC.

DEBTS AND OBLIGATIONS
EXCLUDING LOANS

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OF 06
LINE 12

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND *NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
SONIA SIN 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	600.00	0.00	0.00	600.00
JESSE SINAIKO 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	173.00	0.00	0.00	173.00
ELIZABETH SISK 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	450.00	0.00	0.00	450.00
MIKE SKINDELL 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	384.60	0.00	0.00	384.60
MARGOT SLAUSON 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	600.00	0.00	0.00	600.00
CHUCK SMITH 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	766.68	0.00	0.00	766.68
REV. CHARLES SMITH 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	1038.46	0.00	0.00	1038.46
THEO SPANOS 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	315.95	0.00	0.00	315.95
PAGE TOTAL				4,3[illegible]

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SCHEDULE DP
(REVISED 3/80)
JOHN GLENN PRESIDENTIAL COMMITTEE INC.

DEBTS AND OBLIGATIONS
EXCLUDING LOANS

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LINE 12

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND *NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
JIM SPEARMAN 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	500.00	0.00	0.00	500.00
DAVID SPRATLEY 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	174.00	0.00	0.00	174.00
JULIE STERNER 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	400.00	0.00	0.00	400.00
CAROL STRICKLER 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	600.00	0.00	0.00	600.00
BILLY SUBLETT 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	1666.67	0.00	0.00	1666.67
MARK SULLIVAN 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	600.00	0.00	0.00	600.00
LEIGH SWEENEY 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	500.00	0.00	0.00	500.00
CURT SWINEHART 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	755.29	0.00	0.00	755.29

PAGE TOTAL

9 4 0 4 8 0 5 3 5 6 2 3 5 4 2

SCHEDULE DP
(REVISED 3/80)
JOHN GLENN PRESIDENTIAL COMMITTEE INC.

DEBTS AND OBLIGATIONS
EXCLUDING LOANS

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OF 66
LINE 12

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND *NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
WILLIAM TACKETT 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	126.55	0.00	0.00	126.55
GEORGE TANASIJEVICH 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	600.00	0.00	0.00	600.00
DEBORAH TIZER 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	326.55	0.00	0.00	326.55
VON TONELLI 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	130.20	0.00	0.00	130.20
ROBERT TOWNES IV 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	500.00	0.00	0.00	500.00
GARY TOWNSEND 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	333.33	0.00	0.00	333.33
BETSEY UMSTEAD 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	202.15	0.00	0.00	202.15
MARY JANE VENO 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	1101.85	0.00	0.00	1101.85

PAGE TOTAL 3,[illegible]

SCHEDULE 3P DEBTS AND OBLIGATIONS PAGE 66
(REVISED 3/80) EXCLUDING LOANS OF 66
JOHN GLENN PRESIDENTIAL COMMITTEE INC. LINE 12

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND *NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
SAM VITALI 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	450.00	0.00	0.00	450.00
B.J. VOGEL 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	0.00	0.00	0.00	0.00
SUSAN VOJTICEK 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	200.00	0.00	0.00	200.00
MIKE WACK 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	996.05	0.00	0.00	996.05
RUTH ANN WALL 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	500.00	0.00	0.00	500.00
ERIC WAITE 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	16.66	0.00	0.00	16.66
DAPHNE WEAVER 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	180.00	0.00	0.00	180.00
CRAIG WEBER 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 *PAYROLL 2/16-29/84	690.80	0.00	0.00	690.80

PAGE TOTAL

SCHEDULE CP
(REVISED 3/80)
JOHN GLENN PRESIDENTIAL COMMITTEE INC.

DEBTS AND OBLIGATIONS
EXCLUDING LOANS

PAGE 65
OF 66
LINE 12

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
PHILIP WEBER 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 •PAYROLL 2/16-29/84	400.00	0.00	0.00	400.00
JOAN WELD 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 •PAYROLL 2/16-29/84	0.00	0.00	0.00	0.00
PETER WILEY 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 •PAYROLL 2/16-29/84	300.00	0.00	0.00	300.00
CHRIS WILKERSON 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 •PAYROLL 2/16-29/84	89.33	0.00	0.00	89.33
CATHY WILLIAMS 444 NORTH CAPITOL ST., N.W. SUITE 407 WASHINGTON, D.C. 20001 •PAYROLL 2/16-29/84	500.00	0.00	0.00	500.00
COURTNEY WILLIAMS 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 •PAYROLL 2/16-29/84	0.00	0.00	0.00	0.00
DAN WILLITS 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 •PAYROLL 2/16-29/84	100.00	0.00	0.00	100.00
SHIRLEY YEAGER 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 •PAYROLL 2/16-29/84	200.00	0.00	0.00	200.00

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SCHEDULE DP
(REVISED 3/80)
JOHN GLENN PRESIDENTIAL COMMITTEE INC.

DEBTS AND OBLIGATIONS
EXCLUDING LOANS

LINE 12

FULL NAME, MAILING ADDRESS AND ZIP CODE OF DEBTOR OR CREDITOR AND NATURE OF DEBT	OUTSTANDING BALANCE BEGINNING THIS PERIOD	DATE AND AMOUNT INCURRED THIS PERIOD	PAYMENT THIS PERIOD	OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
KAREN ZOLAR 444 NORTH CAPITOL SUITE 407 WASHINGTON, D.C. 20001 PAYROLL 2/16-29/84	150.00	0.00	0.00	150.00
I.R.S. PHILADELPHIA, PENNSYLVANIA	0.0	0.0	0.0	0.0
MUTUAL BENEFIT LIFE INS. COLUMBUS, OHIO	0.00	0.00	0.00	0.00
CAMPAIGN SERVICES, INC. 445 N 3RD AVENUE CANTON, IL 61520 PAYROLL 2/16-29/84	500.00	0.00	0.00	500.00
JAMES H. DENTZER, ESQ. P.O. BOX 76729 WASHINGTON, DC 20013 PROFESSIONAL SERVICES	573.55	0.00	0.00	573.55
Coffield Ungaretti Harris & Slavin 3500 Three 1st National Plz. Chicago, IL 60602 Legal Services	2,604.35		0.00	2,604.35
Tom Mazur 901 Simon Lane Kent, Ohio 44240	4,500.00	.00	.00	4,500.00
Ross Paul 20201 Lorain Road Apt. 1013 Fairview Park, Ohio 44126	4,500.00	.00	.00	4,500.00

PAGE TOTAL 12,827.90

SCHEDULE D-P

Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

DEBTS AND OBLIGATIONS
ENCLOSURE LOANS

			PAGE 67	OF (total pages) 67
			LINE NUMBER 12	
NAME OF COMMITTEE (in Full) John Glenn Presidential Committee, Inc.	[illegible]	[illegible]	[illegible]	[illegible]
A. Full Name, Mailing Address and Zip Code of Debtor or Creditor Federal Election Commission 999 E Street, N.W. Washington, DC	$5,000	-0-	-0-	$5,000
Nature of Debt (Purpose)				
B. Full Name, Mailing Address and Zip Code of Debtor or Creditor Bank One, Columbus, NA 100 East Broad Street Columbus, Ohio 43271		$493,135. 64 (see Attached note)	-0-	$493,135. 64
Nature of Debt (Purpose) Accrued Interest				
C. Full Name, Mailing Address and Zip Code of Debtor or Creditor				
Nature of Debt (Purpose)				
D. Full Name, Mailing Address and Zip Code of Debtor or Creditor				
Nature of Debt (Purpose)				
E. Full Name, Mailing Address and Zip Code of Debtor or Creditor				
Nature of Debt (Purpose)				
F. Full Name, Mailing Address and Zip Code of Debtor or Creditor				
Nature of Debt (Purpose)				

1) SUBTOTALS This Period This Page (optional)		$498,135. 64
2) TOTAL This Period (last page this line only)	$1,	588,439. 15
3) TOTAL OUTSTANDING LOANS from Schedule C-P (last page only)	$1,	164,811. 08
4) ADD (2) and (3) and carry forward to appropriate line of Summary Page (last page only)	$2,	753,252. 23

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Please note that the entry in column labelled "Amount Incurred This Period" on Schedule D-P constitutes accrued interest through June 30, 1991 on the Bank One loan listed on Schedule C-P (Loans). Previously, this amount was not thought to be seperately reportable because, among other reasons, the Schedule C-P does not provide for the reporting of accrued interest in connection with loans. In response to the Committee's inquiry, however, an FEC official in the Reports and Analysis branch recently advised that accrued interest is properly reported on Schedule D-P (Debts and Obligations) in the fashion in which the information is provided herein.

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FEDERAL ELECTION COMMISSION
999 E Street, N.W.
Washington, D.C. 20463

FIRST GENERAL COUNSEL'S REPORT **SENSITIVE**

MUR # 3418
DATE COMPLAINT RECEIVED
BY OGC September 3, 1991
DATE OF NOTIFICATION TO
RESPONDENTS September 6, 1991
STAFF MEMBER Mary P. Mastrobattista

COMPLAINANT: Robert T. Bennett, Chairman, Ohio Republican State Central and Executive Committee

RESPONDENTS: John Glenn Presidential Committee, Inc. and Michael Petro, as treasurer

RELEVANT STATUTE: 2 U.S.C. § 434(b)(8)

INTERNAL REPORTS CHECKED: None

FEDERAL AGENCIES CHECKED: None

I. GENERATION OF MATTER

This matter originated as an external complaint filed by Robert T. Bennett, Chairman, Ohio Republican State Central and Executive Committee, against the John Glenn Presidential Committee, Inc. and Michael Petro, as treasurer.

II. ANALYSIS

On September 25, 1991, counsel for the Respondents requested an extension of 60 days to respond to the complaint. After considering the circumstances presented in the request for an extension, the Commission determined to grant an extension of 30 days to respond to the complaint. (Memorandum to the Commission dated October 3, 1991.) Accordingly, the response to the complaint was due on November 12, 1991. Counsel for the Respondents was notified of the Commission's determination to

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grant a 30 day extension by letter dated October 11, 1991.

On October 31, 1991, counsel for the Respondents notified this Office that the appendices referenced in the complaint were not attached to the complaint. Upon further investigation, it was determined that the appendices were not attached to the original complaint. By letter dated November 4, 1991, this Office wrote to the Complainant asking that he submit the appendices referenced in the complaint within ten days. (Attachment 1). On November 25, 1991, this Office received a letter from the Complainant enclosing three appendices referenced in the complaint. (Attachment 3). This submission, however, was incomplete. By letter dated December 6, 1991, this Office wrote to counsel for the Complainant asking that a complete set of the appendices to the complaint be submitted by close of business on December 10, 1991. (Attachment 4). This Office received a complete copy of the appendices on December 10, 1991. (Attachment 5).

By letter dated November 5, 1991, counsel for the Respondents had requested an additional 45 days to respond to the complaint from receipt of the documentary support for the complaint. (Attachment 2). This 45 day period is based upon the Commission's previous 30 day extension to the 15 days which a Respondent has to respond to a complaint. Based upon the unusual circumstances presented in this matter, this Office has granted the Respondents' request for an additional 45 days to respond to the complaint from receipt of the appendices. A complete copy of the appendices to the complaint was forwarded

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to counsel for the Respondents by letter dated December 20, 1991. Accordingly, the response to the complaint is due on or before February 6, 1992.

Lawrence M. Noble
General Counsel

December 23, 1991
Date

BY: Lois G. Lerner GB
Lois G. Lerner
Associate General Counsel

Attachments
1. FEC letter dated Nov. 4, 1991 to Robert T. Bennett
2. Letter from Richard D. Shore dated Nov. 5, 1991
3. Letter from Robert T. Bennett dated Nov. 19, 1991
4. FEC letter dated Dec. 6, 1991 to Gordon M. Strauss
5. Letter from Gordon M. Strauss dated Dec. 9, 1991 (without enclosures)

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

TO: LAWRENCE M. NOBLE
GENERAL COUNSEL

FROM: MARJORIE W. EMMONS/BONNIE J. FAISON
SECRETARY OF THE COMMISSION

DATE: DECEMBER 27, 1991

SUBJECT: MUR 3418 - GENERAL COUNSEL'S REPORT DATED DECEMBER 23, 1991.

The above-captioned matter was received in the Commission Secretariat at Tues., Dec. 24, 1991 at 10:39 a.m. and circulated on a 24-hour no-objection basis at 11:00 a.m. on Thursday, December 26, 1991.

There were no objections

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COVINGTON & BURLING
1201 PENNSYLVANIA AVENUE, N.W.
P.O. BOX 7566
WASHINGTON, D.C. 20044
(202) 662-6000

TELEFAX: (202) 662-6291
TELEX: 89-593 (COVLING WSH)
CABLE: COVLING

ACHESON HOUSE
49 HERTFORD STREET
LONDON W1Y7TF ENGLAND
TELEPHONE: 44-71-495-5655
TELEFAX: 44-71-495-3101

BRUSSELS CORRESPONDENT OFFICE
44 AVENUE DES ARTS
BRUSSELS 1040 BELGIUM
TELEPHONE: 32-2-512-5980
TELEFAX: 32-2-502-1598

RICHARD D. SHORE
DIRECT DIAL NUMBER
(202) 662-5452

February 10, 1992

BY HAND

Mary P. Mastrobattista, Esq.
General Counsel's Office
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

Dear Ms. Mastrobattista:

Enclosed please find the response of the John Glenn for President Committee, Inc. to the complaint in MUR No. 3418.

Sincerely yours,

Richard D. Shore

kkp

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RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL
92 FEB 10 PM 5:24

FEDERAL ELECTION COMMISSION

In re: John Glenn for President Committee, et al., Respondents.	)	MUR No. 3418

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SUBMISSION OF THE JOHN GLENN FOR PRESIDENT COMMITTEE, INC.

RECEIVED FEDERAL ELECTION COMMISSION SECRETARIAT
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Scott D. Gilbert
Richard D. Shore
COVINGTON & BURLING
1201 Pennsylvania Avenue, N.W.
P.O. Box 7566
Washington, D.C. 20044
(202) 662-6000

Attorneys for the John Glenn for President Committee, Inc.

February 10, 1992

FEDERAL ELECTION COMMISSION

In re: John Glenn for President Committee, et al., Respondents.	)	MUR No. 3418

SUBMISSION OF THE JOHN GLENN FOR PRESIDENT COMMITTEE, INC.

INTRODUCTION

On December 26, 1991, the John Glenn for President Committee, Inc. (the "JGPC") and its treasurer were informed by the Federal Election Commission (the "Commission") that the Ohio Republican Party had filed a complaint alleging that the JGPC may have violated the Federal Election Campaign Act of 1971[1] in connection with the reporting of interest on certain outstanding bank loans.[2]

The complaint apparently was triggered by the JGPC's decision, in filing its July 1991 Quarterly Report, to specify as

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[1] 2 U.S.C. § 431 *et seq.*

[2] The Commission first contacted the JGPC in this regard by letter dated September 6, 1991, but the original complaint was found to be defective. Subsequently, the Commission received a correct copy of the complaint and forwarded it to the JGPC. The Commission granted the JGPC 45 days from its receipt of the complaint on December 26, 1991 -- that is, until February 10, 1992 -- to file this response.

a "debt or obligation" the amount of interest outstanding on the loans. Previously, although the existence of the interest was public knowledge, was known to the Commission, and was disclosed in the JGPC's quarterly campaign finance reports, the amount of the interest was not separately reported. The complaint alleges that the JGPC, by not reporting the amount of interest prior to July of 1991, violated two sections of the Act: Section 434(b)(8), which requires that "debts and obligations" be reported; and Section 437g(d), which prohibits certain "knowing and willful" violations of the Act. In addition, the complaint alleges that the JGPC violated the terms of a prior conciliation agreement between the Commission and the JGPC in matter under review ("MUR") No. 2194.

As the discussion below makes clear, the complaint in this MUR is entirely without merit. Consequently, the Commission should find no reason to believe that any violation of the Act has taken place and should dismiss this MUR No. 3418 without delay.

FACTS

Before turning to the complaint in this MUR, it is necessary to understand the facts surrounding the earlier MUR to which it relates. That MUR, No. 2194, was instituted by the Commission on July 3, 1986, in response to a complaint filed by the Kindness for Senate Committee. The complaint alleged that the JGPC and four Ohio banks had violated various provisions of the Act in connection with loans extended to the JGPC in 1984 by the banks. Among its laundry list of charges, the complaint

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alleged that the JGPC had violated the Act by accepting illegal contributions in the form of outstanding interest on the loans -- the same interest at issue here -- and by failing to report such contributions. On December 16, 1986, over the JGPC's objections, the Commission found reason to believe that the JGPC had violated the Act "by accepting the contributions . . . and failing to report them."[3]

Subsequently, on June 3, 1987, the Commission and the JGPC entered into a conciliation agreement to resolve MUR No. 2194.[4] The conciliation agreement provided that it constituted "the entire agreement between the parties on the matters raised in MUR 2194 . . ."[5] The conciliation agreement provided expressly that the JGPC, by settling the MUR, did not concede that the allegations at issue had been proven.[6] Moreover, the conciliation agreement did not require that the JGPC, either then or in the future, treat the interest disclosure any differently than it had in the past.

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[3] In the Matter of John Glenn Presidential Committee, Inc. et al., Certification of Marjorie W. Emmons, Secretary of the Commission, at 3 (MUR 2194) (Dec. 17, 1986) (attached hereto at Tab A); see also In the Matter of John Glenn Presidential Committee, Inc. et al., General Counsel's Report at 18 (MUR 2194) (Dec. 3, 1986) (attached hereto at Tab B).

[4] In the Matter of John Glenn Presidential Committee, Inc., et al., Conciliation Agreement (MUR 2194) (June 3, 1987) (attached hereto at Tab C).

[5] Id. at 5.

[6] Id. at 4 ("By agreeing not to further contest the Commission's allegations, Respondents do not concede that such allegations are proven by the record in this matter.")

Accordingly, from the time MUR No. 2194 was closed in July of 1987, until July of 1991, the JGPC continued to report the loan, and the outstanding interest, as it always had. That is, the outstanding principal and the interest rate were disclosed as required on Schedule C-P; and the payment history was reflected on Schedule B-P.[7] The magnitude of the outstanding interest, which in any event was public knowledge as a result of MUR No. 2194, thus was apparent on the face of the JGPC's reports. Nonetheless, in July of 1991, to simplify matters, the JGPC decided to report the amount of outstanding interest on a going-forward basis as a "debt or obligation" on Schedule D-P of its quarterly campaign finance reports.

Despite the voluntary nature of this disclosure and the fact that the JGPC had continuously disclosed the outstanding interest as discussed above, within days of the JGPC's filing of its July 1991 Quarterly Report, the Ohio Republican Party issued a press release alleging that the JGPC had violated the Act by not previously reporting the amount of outstanding interest as a "debt or obligation."[8] The press release stated that the Ohio Republican Party had filed a complaint to that effect with the Commission.[9] In fact, the Ohio Republican Party did not file the complaint for nearly a month, and even then the complaint was defective. It took the Ohio Republican Party nearly four months,

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[7] Due to a lack of funds, payments in connection with the loans have not been made for some time.

[8] "GOP Files FEC Complaint Against Glenn," Ohio Republican Party Press Release (July 31, 1991) (attached hereto at Tab D).

[9] Id. at 1.

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and the submission of two supplements, to file a complaint in proper form, setting in motion this MUR.

ARGUMENT

I. A FINDING OF REASON TO BELIEVE IN THIS MUR IS PRECLUDED BY THE CONCILIATION AGREEMENT IN MUR NO. 2194.

One element of MUR No. 2194 was the proper reporting of outstanding interest on the 1984 bank loans. Although the interest has continued to accrue since that time, it is all a part of the same transaction considered in MUR No. 2194. The earlier MUR was resolved by means of a conciliation agreement that did not impose any obligation on the JGPC concerning the manner of reporting the outstanding interest and did not require the JGPC to concede liability in connection with its handling of the reporting of the interest to that time. Since the conciliation agreement resolved the reporting issue in this fashion, and since it constitutes "the entire agreement between the parties on the matters raised in MUR 2194 . . ,"[10] it precludes a finding here of reason to believe that the JGPC violated the Act in connection with its reporting of the interest.

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[10] In the Matter of John Glenn Presidential Committee, Inc., et al., Conciliation Agreement (MUR 2194) (June 3, 1987) (attached hereto at Tab C).

II. EVEN IF A FINDING OF REASON TO BELIEVE WERE NOT PRECLUDED BY THE CONCILIATION AGREEMENT IN MUR NO. 2194, THERE WOULD BE NO REASON TO BELIEVE THAT THERE WAS A REPORTING VIOLATION HERE BECAUSE THE OUTSTANDING INTEREST WAS ADEQUATELY DISCLOSED IN THE JGPC'S QUARTERLY CAMPAIGN FINANCE REPORTS.

Although the JGPC believes that the conciliation agreement in MUR No. 2194 precludes a finding of reason to believe here, even if this were not the case there would be no reason to believe that the JGPC committed a reporting violation in connection with the outstanding interest. To begin with, the JGPC did disclose the outstanding interest in its quarterly campaign finance reports. As discussed above, it reported the outstanding principal, the interest rate, and the payment history of the loans -- all of the elements necessary to determine the magnitude of the outstanding interest. Moreover, the outstanding interest had been fully disclosed to the public and the Commission in the course of MUR No. 2194. Given these facts, the allegations in this MUR boil down to a technical reporting question -- whether the JGPC properly reported the outstanding interest as it did, or whether it should have reported it as a "debt or obligation" on Schedule D-P.

Neither the Act, the regulations, nor the reporting forms themselves expressly require that outstanding interest be reported as a "debt or obligation" on Schedule D-P. The Act states simply that a committee must report "the amount and nature of outstanding debts and obligations,"[11] without either defining "debts and obligations" or delineating the manner in which they must be reported. The regulations state that "[e]ach

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[11] 2 U.S.C. § 434(b)(8).

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report . . . shall, on Schedule C or D, as appropriate, disclose the amount and nature of outstanding debts and obligations . . . ."[12] Since, as noted above, Schedule C-P, the loan reporting form, contained information reflecting the amount of outstanding interest, the JGPC acted reasonably in concluding that the outstanding interest was adequately disclosed.[13] This conclusion was reinforced by the fact that Schedule C-P, although it required the disclosure of various facts concerning the loans, did not require that the amount of outstanding interest be separately set forth. Moreover, no Commission advisory opinion of which we are aware has held that the amount of outstanding interest must be reported as a "debt or obligation" on Schedule D-P.

Given the lack of explicit authority requiring that outstanding interest be reported as a "debt or obligation" on Schedule D-P, the JGPC acted reasonably and in good faith in disclosing the interest as it did. Indeed, for four years after the conciliation agreement in MUR No. 2194 was signed, the Commission accepted quarterly campaign finance reports from the JGPC that did not report the amount of outstanding interest as a "debt or obligation" on Schedule D-P. The JGPC demonstrated further good faith when it decided to report the amount of outstanding interest as a separate line item on Schedule D-P of

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[12] 11 C.F.R. § 104.3(d) (emphasis added).

[13] Indeed, the title of Schedule D-P itself -- "Debts and Obligations Excluding Loans" -- suggests that outstanding interest in connection with loans should be reported elsewhere. See Schedule C-P, Federal Election Commission (emphasis added).

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its reports. Ironically, the result of the JGPC's decision to provide this information voluntarily was the filing of a complaint by the Ohio Republican Party.

Because the JGPC acted reasonably and in good faith in reporting the outstanding interest as it did, the Commission should find no reason to believe that the JGPC violated the Act in connection with its reporting of the outstanding interest.[14]

III. IN ANY EVENT, THE NON-REPORTING OF THE AMOUNT OF OUTSTANDING INTEREST AS A "DEBT OR OBLIGATION" DID NOT CONSTITUTE A "KNOWING AND WILLFUL" VIOLATION OF THE ACT.

The complaint alleges that the JGPC committed a "knowing and willful" violation of Section 437g(d) of the Act because it did not report the outstanding interest in its quarterly campaign finance reports. In fact, as was noted above, the JGPC did report the outstanding interest -- it simply did not report it as a "debt or obligation" on Schedule D-P of the reports. The outstanding interest was reflected in the JGPC's reporting of the principal outstanding, the interest rate, and the payment history of the loan. Moreover, the outstanding interest was fully disclosed in the course of MUR No. 2194. Consequently, the JGPC did not -- "knowingly and willfully" or otherwise -- fail to report the outstanding interest.

---

[14]The complaint mentions the fact that the JGPC initially listed only one creditor, Bank One of Ohio, in reporting the outstanding interest on Schedule D-P in July of 1991. Bank One is the lead bank administering the loans on behalf of itself and three other Ohio banks. The JGPC has amended its reports to reflect the fact that the outstanding interest is owed to the same four banks listed on Schedule C-P of those reports.

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The fact that the JGPC did not report the outstanding interest as a "debt or obligation" does not constitute a "knowing and willful" violation of the Act. In alleging a "knowing and willful" violation of the Act, the complaint charges that the JGPC has been "on actual notice" since it signed the conciliation agreement in MUR No. 2194 that it is "required to report the unpaid interest as a debt or obligation."[15] As was noted above, however, the conciliation agreement in MUR No. 2194 contains no such requirement. Indeed, MUR No. 2194 nowhere even suggested that the interest should have been reported as a "debt or obligation." Nor, again as noted above, do the Act, the regulations, or the reporting forms themselves expressly require that outstanding interest on bank loans be reported as a "debt or obligation" on Schedule D-P. Consequently, the JGPC has never been on notice that it had to report the outstanding interest in this fashion, and the allegation of a "knowing and willful" violation of the Act is baseless.

In any event, Section 437g(d) is inapplicable to the reporting of debts and obligations. Section 437g(d) imposes penalties in connection with knowing and willful violations of provisions of the Act "which involve[] the making, receiving, or reporting of any contribution or expenditure . . . ."[16] Since what is at issue here is whether the JGPC was "required to report

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[15] See In the Matter of John Glenn for President Committee, Inc. et al., Complaint at 3 (MUR 3418) (Aug. 28, 1991) (attached hereto at Tab E).

[16] 2 U.S.C. § 437g(d)(1)(A).

the unpaid interest as a debt or obligation"[17] -- not as a contribution or expenditure -- there would be no "knowing and willful" violation under Section 437g(d) even if the JGPC had been on notice concerning the reporting of outstanding interest.

CONCLUSION

For the foregoing reasons, the John Glenn for President Committee, Inc. respectfully requests that the Commission find no reason to believe that any violation of the Act has taken place in connection with the reporting of the outstanding interest and that it dismiss the complaint in this MUR No. 3418 without delay.

Respectfully submitted,

Scott D. Gilbert
Richard D. Shore
COVINGTON & BURLING
1201 Pennsylvania Avenue, N.W.
P.O. Box 7566
Washington, D.C. 20044
(202) 662-6000

Attorneys for the John Glenn for President Committee, Inc.

February 10, 1992

---

[17] See *In the Matter of John Glenn for President Committee, Inc. et al.*, Complaint at 3 (MUR 3418) (Aug. 28, 1991) (attached hereto at Tab E).

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	
Senator John Glenn Committee, and William T. Brown, as treasurer	)	
	)	
John Glenn Presidential Committee, Inc., and William R. White, as treasurer	)	MUR 2194
AmeriTrust Co.	)	
AmeriTrust Corp.	)	
BancOhio National Bank	)	
Bank One of Columbus, N.A.	)	
Huntington National Bank	)	

CERTIFICATION

I, Marjorie W. Emmons, recording secretary for the Federal Election Commission executive session of December 16, 1986, do hereby certify that the Commission took the following actions in MUR 2194:

1. Decided by a vote of 5-0 to

   a) Take no action at this time regarding the issue of whether AmeriTrust Co., BancOhio National Bank, Bank One of Columbus, N.A., and the Huntington National Bank violated 2 U.S.C. § 441b by making $500,000 loans outside the ordinary course of business to the John Glenn Presidential Committee, Inc.;

(continued)

b) Take no action at this time regarding the issue of whether the John Glenn Presidential Committee, Inc. and William R. White, as treasurer, violated 2 U.S.C. § 441b by accepting the $500,000 loans from the AmeriTrust Co., BancOhio National Bank, Bank One of Columbus, N.A., and the Huntington National Bank;

c) Reject recommendation number 3 in the General Counsel's report dated December 3, 1986, and take no action at this time.

Commissioners Aikens, Elliott, Josefiak, McDonald, and McGarry voted affirmatively for the decision; Commissioner Thomas was recusing in this matter and was not present during its consideration.

2. <u>Decided by a vote of 4-1 to</u>

a) Find reason to believe that AmeriTrust Co., BancOhio National Bank, Bank One of Columbus, N.A., and the Huntington National Bank violated 2 U.S.C. § 441b by making additional contributions to the John Glenn Presidential Committee, Inc. by extending the due dates for payment of the principal and/or interest by the Presidential Committee on the $500,000 loans, and not requiring timely payment of the principal and/or interest by the Presidential Committee when due, which appears to go beyond the banks' ordinary course of business.

(continued)

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b) Take no action at this time with respect to the Senator John Glenn Committee in regard to recommendation number 4 in the General Counsel's report dated December 3, 1986.

Commissioners Aikens, Josefiak, McDonald, and McGarry voted affirmatively for the decision; Commissioner Elliott dissented. Commissioner Thomas was recusing in this matter and was not present during its consideration.

3. Decided by a vote of 4-1 to

a) Find reason to believe that the John Glenn Presidential Committee, Inc., and William R. White, as treasurer, violated 2 U.S.C. §§ 441b and 434 by accepting the contributions described in Recommendation #4 in the FEC General Counsel's report dated December 3, 1986, and failing to report them;

b) Take no action at this time with regard to Senator John Glenn Committee and William T. Brown, as treasurer, in connection with recommendation number 5 in the General Counsel's report dated December 3, 1986.

Commissioners Aikens, Josefiak, McDonald, and McGarry voted affirmatively for the decision; Commissioner Elliott dissented. Commissioner Thomas recused in this matter and was not present during its consideration.

(continued)

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4. Decided by a vote of 5-0 to

a) Find no reason to believe that AmeriTrust Corp. violated 2 U.S.C. § 441b by making contributions to the John Glenn Presidential Committee, and close the file in this matter with respect to AmeriTrust Corp.

b) Find no reason to believe that the John Glenn Presidential Committee, Inc., and William R. White, as treasurer, and the Senator John Glenn Committee and William T. Brown, as treasurer, violated 2 U.S.C. §§ 441b and 434 by accepting contributions from AmeriTrust Corp. and failing to report, or misreporting, them.

Commissioners Aikens, Elliott, Josefiak, McDonald, and McGarry voted affirmatively for the decision. Commissioner Thomas was recusing in this matter and was not present during its consideration.

5. Decided by a vote of 5-0 to

a) Return recommendation number 8 to the Office of General Counsel asking that the factual and legal analysis and notification letters to respondents be revised as necessary based upon the decisions made this date.

b) Request the Office of General Counsel to prepare interrogatories to the banks based upon the Commission discussion of this date.

Commissioners Aikens, Elliott, Josefiak, McDonald, and McGarry voted affirmatively for the decision. Commissioner Thomas was recusing in this matter and was not present during its consideration.

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6. Decided by a vote of 5-0 to reject the Kindness Committee's request that the Commission's investigation of the Glenn bank loans be made public and approve the letter notifying the Committee of that decision, as recommended in the FEC General Counsel's report dated December 3, 1986.

Commissioners Aikens, Elliott, Josefiak, McDonald, and McGarry voted affirmatively for the decision; Commissioner Thomas was recusing in this matter and not present during its consideration.

Attest:

12-17-86
Date

Marjorie W. Emmons
Marjorie W. Emmons
Secretary of the Commission

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of the	)	
	)	
Senator John Glenn Committee, and William T. Brown, as treasurer, John Glenn Presidential Committee, Inc., and William R. White, as treasurer, AmeriTrust Co., AmeriTrust Corp., BancOhio National Bank, Bank One of Columbus, N.A., and Huntington National Bank.	)	MUR 2194

GENERAL COUNSEL'S REPORT

On July 3, 1986, the Commission received a complaint from Gordon M. Strauss, as General Counsel of the Kindness for Senate Committee, alleging violations of the Act by the Senator John Glenn Committee ("Senate Committee"), the John Glenn Presidential Committee, Inc. ("Presidential Committee"), and four Ohio financial institutions: AmeriTrust Corp., BancOhio, Bank One of Columbus, N.A., and the Huntington National Bank.[1/] The Office of the General Counsel notified the respondents of the Commission's receipt of the complaint by letters dated July 11, 1986. Following their receipt of the Commission's notification letters, counsel for the four financial institutions and the two committees requested and received extensions of time in which to submit responses to the complaint. See First General Counsel's

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1/ The complaint, which is split into two parts, one containing the allegations against the Glenn Committees and the other containing the allegations against the financial institutions, previously was submitted on June 17, 1986, but was returned to the complainant on June 23, 1986 because, although the signatures on the complaint had been notarized, the complaint itself had not been sworn to.

Report, MUR 2194 (dated August 18, 1986). Finally, the respective counsel filed timely responses for each of their clients. Attachments 1 through 5.

The Office of the General Counsel now recommends that the Commission determine to take no action at this time regarding the the issue of whether AmeriTrust Co., BancOhio National Bank, Bank One of Columbus, N.A., and the Huntington National Bank violated 2 U.S.C. § 441b by making loans outside the ordinary course of business to the John Glenn Presidential Committee, Inc, or the issue of whether the Presidential Committee and William R. White, as treasurer, violated § 441b by accepting those loans, because that issue has already been dealt with in MUR 1689. The Office of the General Counsel recommends, however, that the Commission find reason to believe that the Presidential Committee and Mr. White, as treasurer, violated 2 U.S.C. § 434 by misreporting the loans from AmeriTrust Co., BancOhio, Bank One and Huntington National as "secured," because that allegation was not raised in any of the previous MURs involving the bank loans. Next, the Office of the General Counsel recommends that the Commission find reason to believe that AmeriTrust Co., BancOhio, Bank One and the Huntington National Bank violated 2 U.S.C. § 441b by making additional contributions to the Presidential Committee and the Senate Committee by extending the due dates for payment of principal and/or interest by the Presidential Committee on the loans, and not requiring timely payment of the principal and/or interest when due, and that those committees and their

treasurers, William R. White and William T. Brown, respectively, violated 2 U.S.C. §§ 441b and 434 by accepting those contributions and failing to report them.[2/]

Finally, the General Counsel's Office recommends that the Commission reject the Kindness's Committee's request that the Commission's investigation of the Glenn bank loans be made public.

I. BACKGROUND.

A. The Loans.

John Glenn was an unsuccessful candidate for the Democratic Party nomination for the office of President of the United States in 1984. The John Glenn Presidential Committee, Inc. was and is the authorized principal campaign committee for that campaign. In addition, Mr. Glenn was a candidate for reelection to the United States Senate from Ohio in the November 1986 election. The Senator John Glenn Committee is the authorized principal campaign committee for this latter campaign.[3/]

2/ The Office of the General Counsel recommends that the Commission find no reason to believe that AmeriTrust Corp., which was erroneously named as a respondent in the complaint, violated 2 U.S.C. § 441b by making contributions to the Presidential Committee and the Senate Committee (according to the Presidential Committee's reports, AmeriTrust Co., not AmeriTrust Corp., made the loan to the Presidential Committee), and close the file in this matter with respect to AmeriTrust Corp. Similarily, the General Counsel's Office recommends that the Commission find no reason to believe that the Glenn Committees and their treasurers violated 2 U.S.C. §§ 441b and 434 by accepting the alleged contributions from AmeriTrust Corp., and failing to report, or misreporting them.

3/ The complainant Kindness Committee is the authorized principal campaign committee for Congressman Thomas N. Kindness, Senator Glenn's Republican opponent in the November 4, 1986 general election.

requiring any additional collateral or other security. Id.

On or about February 25, 1986, three of the banks (AmeriTrust, BancOhio and Bank One) granted the Presidential Committee's request for a moratorium, but only until May 15, 1986, at which time all interest and principal on the loans would be immediately due and payable. Complaint ¶ 10. The other bank (Huntington National) granted the Presidential Committee an extension on the payment of principal (but not interest) on its loan to the Presidential Committee until January 15, 1986, but denied subsequent requests by the Presidential Committee to further extend the loan to March 16 and May 16, 1986. See Huntington National Response, Attachment 5, at 2 and N.1. The Presidential Committee subsequently failed to make any of the interest payments due to Huntington National, and that bank then "called" the Presidential Committee's loan on May 6, 1986. Id. Thus, the loans from all four banks were "due" on or before May 15, 1986. Instead of paying the loans when due, however, the Presidential Committee informed the banks that the debts would not be repaid until after the November 4, 1986 general election, and that no major effort by the Presidential Committee to solicit funds to repay the loans should be expected until that time. Complaint ¶ 12. Indeed, the Presidential Committee had already rented its contributor lists, which could have been used to solicit funds to repay the loans, to the Senate Committee and another organization, the National Counsel on Public Policy (whose address is the same as that of the Presidential Committee), for $7,900 and $9,500, respectively. Complaint ¶ 14.

Although the Presidential Committee has continued to make other expenditures (including $20,000 in premium payments on an insurance policy on Senator Glenn's life, which was required by the loan agreements), the Committee has made no payments since November 1, 1985 on any of the four loans. Complaint ¶ 14. Meanwhile, interest continues to accrue on the loans, with at least three of the banks adding the interest to the unpaid principal amount of the loans. Id. The Presidential Committee, however, has not reported this interest owed to the banks on its FEC reports.

Finally, the banks apparently have made no serious efforts to collect the loans. Complaint ¶ 14. Although the banks filed a suit against the Commission seeking a declaratory judgment that the loans were legal, the banks have not instituted collection proceedings against the Presidential Committee.

B. The Administrative Complaint.

As previously mentioned, the Kindness Committee filed a complaint alleging violations by the Presidential Committee, the Senate Committee, and four financial institutions. That complaint essentially alleges two different sets of violations by respondents.

First, the complaint alleges that the initial granting of the $500,000 loans to the Presidential Committee by the four financial institutions was outside the normal course of business because the Presidential Committee never gave the institutions any "assurance" that the loans would be repaid. The complaint

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alleges that the loans, therefore, constitute prohibited contributions by the named respondents to the Presidential Committee in violation of 2 U.S.C. § 441b. The complaint also alleges that the Presidential Committee violated 2 U.S.C. §§ 441b and 434 by accepting the loans and incorrectly reporting them as "secured."

Second, the complaint alleges that, at the Presidential Committee's request, the financial institutions made additional contributions in violation of 2 U.S.C. § 441b to both the Presidential and Senate Committees by permitting the Presidential Committee to suspend its fundraising efforts until after the November 1986 general election, thus enabling the Senate Committee to solicit contributions for Glenn's reelection campaign from potential Presidential Committee contributors without competing with the Presidential Committee for those funds. The complaint also alleges that both Glenn Committees violated 2 U.S.C. § 441b by accepting these additional contributions. This allegation of additional contributions by the financial institutions to the Senate Committee is relatively straightforward -- the financial institutions have increased the Senate Committee's fundraising capability by not requiring timely repayment of the Presidential Committee's outstanding loans from what the complaint implies is a limited pool of Glenn contributions. The allegation of additional contributions to the Presidential Committee apparently is premised on the theory that the financial institutions granted the Presidential Committee

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additional extensions of credit or loans each time that committee defaulted on a loan payment and/or additional interest accrued and the financial institutions did not take steps to collect that amount. The complaint asserts that these additional loans were outside the normal course of business because the financial institutions did not seek any additional assurances of repayment from the Presidential Committee, and these additional loans were granted even though the financial institutions knew there was little, if any, hope of repayment.

The complaint further contends that the financial institutions made, and the Glenn Committees accepted, similiar additional contributions in violation of 2 U.S.C. § 441b when the financial institutions permitted the Presidential Committee to rent its contributor solicitation lists to the Senate Committee and the National Council on Public Policy, thereby "depreciating" an asset upon which the institutions previously could have replied upon for repayment. According to the complaint, the receipts that the Senate Committee and the Policy Council derived from their use of the lists represent funds that the financial institutions gave up their right to collect as loan repayments from the Presidential Committee. By permitting the Presidential Committee to rent its lists to the Senate Committee, the financial institutions allegedly permitted the Senate Committee to use the proceeds to influence Glenn's reelection campaign. The complaint alleges that both Glenn Committees also violated 2 U.S.C. § 434 by failing to report these additional contributions.

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C. Respondents' Submissions.

In their responses, the respondents propose numerous reasons why they believe the Commission should find no reason to believe that violations occurred and dismiss the Kindness complaint.

Initially, the two Glenn Committees assert that the complaint "was drafted for public consumption at a press conference, and not for serious and thoughtful consideration by" the Commission. Attachment 1 at 2. The Committees imply that the filing of such a "partisan political" complaint constitutes an abuse of process that the Commission should not condone. Attachment 1 at 3, and 7.

Next, with respect to the allegations regarding the lack of security or collateral for the original loans, the Glenn Committees suggest that because the Commission already has concluded its investigation and filed suit with respect to MUR 1609 (which involved the original granting of the loans), the Commission is precluded from taking further administrative enforcement actions with respect to those loans. Attachment 1 at 6-7. Similarily, two of the financial institutions (BancOhio and Bank One), both of whom assert without explanation that the loans were legal, propose that the Commission defer action on the loans pending resolution of the aforementioned litigation. Attachments 2 and 3 at 2. The third respondent (AmeriTrust Corp.) asserts that it neither is a bank nor has extended credit to either of the Glenn committees. Attachment 4 at 1. AmeriTrust Corp., therefore, contends that the complaint should be dismissed with

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respect to it. The final respondent (Huntington National) does not respond to the allegations in the complaint regarding the original granting of the loans. See Attachment 5.

Finally, the respondents make numerous arguments with respect to the additional prohibited contributions to the Glenn Committees that allegedly resulted from the financial institutions "acquiescence" in the Presidential Committee's default on the loans and the rental of its contributor solicitation lists.

BancOhio and Bank One, for example, both deny that they made contributions to the Senate Committee because examinations of their records conducted after they received notification of the Kindness complaint do not show any loans to the Senate Committee. BancOhio claims that it has no record of any accounts for the Senate Committee. Bank One claims that the only accounts that appear on its records for the Senate Committee are ordinary savings, checking, VISA and certificate of deposit accounts. Furthermore, both banks contend that the two Glenn Committees are separate entities, and that a loan to the Presidential Committee therefore should not, and cannot, be construed as a loan or extension of credit to the Senate Committee.

The Huntington National Bank denies that it granted the Presidential Committee a moratorium on its loan. Instead, Huntington asserts that, although it extended the due date on its loan, the bank has never excused the Presidential Committee from

making monthly interest payments. Huntington goes on to argue that

> [t]he fact that Huntington has not received the interest payments to which it is entitled is in no way the result of any failure by Huntington to demand that those payments be made. Rather, as is apparent to any impartial observer, the Glenn Committee lacks the financial capacity to make those payments at present. The Huntington has, and will continue, to make every commercially reasonable effort to obtain the sums due it from the Presidential Committee. The Huntington has, and will continue, to take the same kind of action with respect to its loan to the Presidential Committee that it would with respect to any other loan in similar circumstances.

Attachment 5 at 2-3. Huntington also denies that there is any legal basis for the Kindness complaint's theory that the banks' alleged forbearance from collecting the sums due them by the Presidential Committee creates contributions from the banks to the Senate Committee.

Finally, the Glenn Committees deny that they should be considered to have received prohibited contributions merely because the banks have failed to commence legal proceedings against them to collect the unpaid balances on the loans. According to the committees, they are simply "passive, gratuitous beneficiar[ies] of circumstances over which [they have] no control. . .." Attachment 1 at 3. They argue that this is particularly true with respect to the Senate Committee since, as a separate entity with different officers and a different purpose, it was in no way a party to the loans. The Glenn Committees also suggest that the Commission should not attempt to

second guess the banks' failure to sue on the loans:

> Banks are not in the business of putting people out of business. If a bank can make an objective judgment that working with a delinquent debtor will be more likely to produce eventual repayment than to foreclose, padlock the doors, and liquidate, then a bank is free to act accordingly. And it is free to do so equally whether it is dealing with a business or political committee.
>
> Complainant is asking this Commission to substitute its judgment for that of the banks in deciding which course of action is most likely to eventually produce repayment. In the absence of a showing that the judgment of the banks is arbitrary, capricious, and unsupported by any facts, Respondent [sic] believes that the Commission should not attempt to put itself in the place of the banks.

Attachment 1 at 8-9.

II. LEGAL ANALYSIS

The Act expressly prohibits national banks from making any contribution or expenditure in connection with any election to any political office. 2 U.S.C. § 441b(a). The term contribution is defined to include any gift, loan, advance, or deposit of money or anything of value made to any candidate or campaign committee in connection with any election for Federal office. 2 U.S.C. § 441b(b)(2). Cf. 2 U.S.C. § 431(8)(A)(i). However, a loan is not a contribution if made by a federally chartered depository institution in accordance with applicable law and in the ordinary course of business. 2 U.S.C. §§ 431(8)(B)(vii) and 441b(b)(2). A loan is considered made in the ordinary course of business if it is made on a basis which assures repayment, is evidenced by a written instrument, subject to a due date, and

bears the usual and customary interest rate of the lending institution. 2 U.S.C. § 431(8)(B)(vii)(II) & (III), 11 C.F.R. § 100.7(b)(11).

A. Initial Granting of the $500,000 Loans.

As previously discussed, the Kindness complaint alleges that the respondents made prohibited contributions to the Presidential Committee by granting the originial $500,000 loans and the Glenn Committee violated 2 U.S.C. § 441b by accepting the loans. Because the Commission has dealt with these allegations in MUR 1689, and consistent with the Commission's action in MUR 2206, the Office of the General Counsel recommends that the Commission take no action at this time concerning the issue of whether AmeriTrust Co., BancOhio National Bank, Bank One of Columbus, N.A., and the Huntington National Bank violated 2 U.S.C. § 441b by making the initial $500,000 loans to the Presidential Committee outside the ordinary course of business, and that the Glenn Presidential Committee and William R. White, as treasurer, violated 2 U.S.C. § 441b by accepting the $500,000 loans. Finally, because the allegation concerning the misreporting of the initial loans was not raised in the context of any previously considered MURs, the General Counsel's Office recommends that the Commission find reason to believe that the Presidential Committee and William R. White, as treasurer, violated 2 U.S.C. § 434 by misreporting the bank loans from AmeriTrust Co., BancOhio, Bank One and Huntington National Bank as secured.

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B. Subsequent Contributions.

With respect to the Kindness Committee's allegations that additional prohibited contributions occurred when the banks "acquiesced" in the Presidential Committee's default on the loans, the Office of the General Counsel believes that the Commission has sufficient facts to find reason to believe violations occurred. For example, it appears that, the banks may have given the Presidential Committee something of value both when they agreed to Glenn's request for additional time to repay the principal amounts of the loans, and when they subsequently failed to require payment of the principal when due. In addition, the three banks that agreed to moratoriums on the payment of interest also may have given the Presidential Committee something of value when they began adding the accruing interest to the outstanding loan balances instead of requiring timely payment of the interest. Similarly, Huntington National may have given the Presidential Committee something of value when it failed to require payment of interest by the Presidential Committee when due. Because the four banks allegedly never sought any additional collateral or other security from the Presidential Committee as the committee's level of total indebtedness to the banks increased, these additional extensions of credit appear to have been outside the ordinary course of business. (None of the respondents has ever suggested that the so-called "comfort letters," which the Presidential Committee claimed secured the original $500,000 loans, are

sufficient to also cover the accrued interest.) Furthermore, it also appears that the banks' acquiescence in the Presidential Committee's default on its payments of principal and interest was outside the ordinary course of business for the banks.

Similiarly, the banks' granting of the requests for a moratorium on the loans and subsequent failure to require payment when due may have also caused contributions by the banks to the Senate Committee to occur. Initially, by agreeing to the requests and/or acquiescing in the defaults, the banks may have given the Senate Committee something of value. For example, when the banks permitted the Presidential Committee to defer soliciting contributions to repay the loans until after the November 1986 general election, the banks eliminated the need for the Senate Committee to compete with the Presidential Committee for contributions, thus increasing the Senate Committee's fundraising capability. Futhermore, because the moratoriums allegedly were sought for the express purpose of allowing the Senate Committee to more easily raise funds for the Senate campaign, it appears that the banks' granting of the moratoriums was in connection with a federal election.[4/]

The Office of the General Counsel, therefore, recommends that the Commission find reason to believe both that the four

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4/ The General Counsel's Office does not believe that the banks' acquiescence in the Presidential Committee's rental of its solicitation lists in and of itself constitutes a violation as alleged in the Kindness complaint because the banks did not have a security interest in these lists. However, it may be further evidence of the other violations.

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banks violated 2 U.S.C. § 441(b) by making these additional contributions, and that the two Glenn committees and their treasurers violated 2 U.S.C. §§ 441b and 434 by accepting those contributions and failing to report them.[5/]

III. KINDNESS COMMITTEE'S REQUEST THAT THE COMMISSION RELEASE THE ENTIRE FILE IN THE GLENN BANK LOAN MURS.

Although the foregoing discussion deals with the violations alleged in the Kindness complaint, one additional matter remains to be considered by the Commission.

Several weeks after it filed its administrative complaint in this matter, the Kindness Committee submitted a written request for the Commission "to make public all documentation and correspondence with the Glenn [Presidential] committee, regarding the investigation of the bank loans and subsequent correspondence during the period of conciliation between the Glenn Committee and the Commission." Attachment 6 at 1-2. The Kindness Committee contends that such disclosure is proper because, in its view, the Presidential Committee and the banks have waived confidentiality by filing suits against the Commission regarding the bank loans. Attachment 6 at 1. The Kindness Committee asserts the complaints in that litigation "constitute written consent that the documentation surrounding the bank loan investigation be made public." Id.

5/ Because AmeriTrust Co. was not named in the complaint, it was not sent a copy of the complaint. Consequently, a General Counsel's Factual and Legal Analysis has been prepared for AmeriTrust Co. See Attachment 9.

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The Office of the General Counsel believes that the Commission should reject the Kindness Committee's request. Initially, both 2 U.S.C. § 437g(a)(4)(B)(i) and 2 U.S.C. § 437g(a)(12)(A) require the express written consent of the respondent before confidentiality can be waived. This Office does not believe that the complaints in the two suits filed against the Commission should be construed as such consent because those complaints do not refer to any waiver of confidentiality with regard to the Commission's enforcement proceedings. Even if the respondents had waived confidentiality, many of the documents in both MURs would be exempt from disclosure pursuant to the Freedom of Information Act, or otherwise privileged from discovery in civil litigation. The General Counsel's Office, therefore, recommends that the Commission reject the Kindness Committee request. Instead, the Office of the General Counsel believes that the Commission should follow its normal procedure of not releasing the enforcement file until the conclusion of the section 437g(a)(6)(A) offensive litigation.

RECOMMENDATIONS:

1. Take no action at this time regarding the issue of whether AmeriTrust Co., BancOhio National Bank, Bank One of Columbus, N.A., and the Huntington National Bank violated 2 U.S.C. § 441b by making $500,000 loans outside the ordinary course of business to the John Glenn Presidential Committee, Inc.;

2. Take no action at this time regarding the issue of whether the John Glenn Presidential Committee, Inc., and William R. White, as treasurer, violated

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2 U.S.C. § 441b by accepting the $500,000 loans from the AmeriTrust Co., BancOhio National Bank, Bank One of Columbus, N.A., and the Huntington National Bank;

3. Find reason to believe that the John Glenn Presidential Committee, Inc. and William R. White, as treasurer, violated 2 U.S.C. § 434 by misreporting the $500,000 loans from AmeriTrust Co., BankOhio National Bank, Bank One of Columbus, N.A., and Huntington National Bank as "secured" loans;

4. Find reason to believe that AmeriTrust Co., BancOhio National Bank, Bank One of Columbus, N.A., and the Huntington National Bank violated 2 U.S.C. § 441b by making additional contributions to the John Glenn Presidential Committee Inc., and the Senator John Glenn Committee by extending the due dates for payment of the principal and/or interest by the Presidential Committee on the $500,000 loans, and not requiring timely payment of the principal and/or interest by the Presidential Committee when due;

5. Find reason to believe that the John Glenn Presidential Committee, Inc., and William R. White, as treasurer, and the Senator John Glenn Committee and William T. Brown, as treasurer, violated 2 U.S.C. §§ 441b and 434 by accepting the contributions described in Recommendation 4, and failing to report them;

6. Find no reason to believe that AmeriTrust Corp. violated 2 U.S.C. § 441b by making contributions to the John Glenn Presidential Committee, Inc., and the Senator John Glenn Committee, and close the file in this matter with respect to AmeriTrust Corp.

7. Find no reason to believe that the John Glenn Presidential Committee, Inc., and William R. White, as treasurer, and the Senator John Glenn Committee and William T. Brown, as treasurer, violated 2 U.S.C. §§ 441b and 434 by accepting contributions from AmeriTrust Corp. and failing to report, or misreporting, them;

8. Approve the attached proposed factual and legal analysis and notification letters to respondents. Attachments 7 through 10; and

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9. Reject the Kindness Committee's request that the Commission's investigation of the Glenn bank loans be made public and approve the attached letter notifying the Committee of that decision. Attachment 11.

3 December 1976
Date

Charles N. Steele
General Counsel

Attachments

1. Glenn Committees' response
2. BancOhio's response (without loan agreement and closing documents)
3. Bank One's response (without loan agreement and closing documents)
4. AmeriTrust Corp's response
5. Huntington National's response
6. Kindness Committee's request
7. Proposed notification letter to counsel for Glenn Committee's and treasurers.
8. Proposed form notification letter to counsel for BancOhio, Bank One and Huntington National.
9. Proposed notification letter to AmeriTrust Co., and Factual and Legal Analysis.
10. Proposed notification letter to counsel for AmeriTrust Corp.
11. Proposed notification letter to Kindness Committee.

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	
John Glenn Presidential Committee Inc.,	)	
and William R. White, as Treasurer,	)	MUR 2194
AmeriTrust Company National Association,	)	
BancOhio National Bank,	)	
Bank One, Columbus, N.A., and	)	
The Huntington National Bank	)	

CONCILIATION AGREEMENT

This matter was initiated by a signed, sworn, and notarized complaint filed with the Commission on July 3, 1986, by Gordon M. Strauss, as General Counsel of the Kindness for Senate Committee. On December 16, 1986, the Federal Election Commission (the "Commission") found reason to believe that AmeriTrust Company National Association, BancOhio National Bank, Bank One, Columbus, N.A. and The Huntington National Bank (collectively, the "Banks") each violated 2 U.S.C. §441b by making contributions to the John Glenn Presidential Committee Inc. ("Glenn Committee") when the Banks agreed to extend the due dates for payment of principal and/or interest on four previously existing $500,000 loans by the Banks to the Glenn Committee, and failed to require timely payment of the principal and/or interest on those loans when due. The Commission also found reason to believe that the Glenn Committee and William R. White, as Treasurer, violated 2 U.S.C. §§434 and 441b by accepting those contributions from the Banks and failing to report them. These findings were premised on the fact that the Banks' actions appeared to go beyond the Banks' ordinary course of business.

NOW, THEREFORE, the Banks, Glenn Committee and William R. White (the "Respondents") and the Commission, having participated in informal methods of conciliation, prior to a finding of probable cause to believe, do hereby agree as follows:

I. The Commission has jurisdiction over the Respondents and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 2 U.S.C. §437g(a)(4)(A)(i).

II. Respondents have had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. Respondents enter voluntarily into this agreement with the Commission.

IV. Respondent, John Glenn Presidential Committee Inc., is the authorized principal campaign committee for John Glenn's 1984 presidential primary election campaign. William R. White is the current Treasurer of the Glenn Committee.

V. AmeriTrust Company National Association, BancOhio National Bank, Bank One, Columbus, N.A., and The Huntington National Bank are all national banks.

VI. On February 9, and February 15, 1984, the Glenn Committee received loans from AmeriTrust Company National Association, BancOhio National Bank, Bank One, Columbus, N.A., and Huntington National Bank totalling $2 million. These loans are demand loans and were originally to be paid in full by March 31, 1985.

VII. 2 U.S.C. §441b(a) prohibits national banks from making contributions in connection with any election, and candi-

dates and political committees from accepting any such contributions.

VIII. 2 U.S.C. §441b(b)(2) defines the term "contribution" to include any loan by a national bank that is not made in the ordinary course of business to any candidate or campaign committee in connection with any federal election.

IX. 2 U.S.C. §431(8)(B)(vii)(II) states, among other requirements, that a loan by a national bank is in the ordinary course of business, and not a contribution, if the loan is made on a basis which assures repayment.

X. On or about November 15, 1985, the Glenn Committee suspended the monthly installment payments of interest required by its loan agreement with the Banks. Despite this unilateral suspension of monthly payments, the Banks granted an extension of the final principal payment date to the Glenn Committee. Even after the expiration of the extensions, the Banks did not foreclose on the loans. The Commission therefore found reason to believe that the extensions of the March 31, 1985 date and/or not requiring timely payment of the principal and/or interest when due were not in the ordinary course of business and the Banks were in violation of 2 U.S.C. §441b, and the Glenn Committee was in violation of 2 U.S.C. §§434 and 441b.

XI. Respondents contend, however, that the Banks extended the original March 31, 1985 date in the loans to the Glenn Committee at times when the Glenn Committee was without sufficient funds to repay the loans; that such extensions did not change the demand character of the loans, were in the ordinary

course of business and were based on Senator John Glenn's personal commitment to raise the funds necessary to repay the loans, the undertakings of the comfort letter signers, the insurance policy on the life of John Glenn in favor of the Banks, and other security given; that to date the Glenn Committee has paid at least $1,170,271.33 in principal and interest on the loans; and that accordingly the reporting and the extensions of the loans did not result in a violation of 2 U.S.C. §441b by the Banks or 2 U.S.C. §§434 and 441b by the Glenn Committee.

XII. For purposes of settlement of this matter only, Respondent Banks do not further contest the Commission's allegations that the extensions of the loan's due date and/or the failure to require timely payment of the principal and/or interest on those loans was in violation of 2 U.S.C. 441b. For purposes of settlement of this matter only, Respondents Glenn Committee and William R. White do not further contest the Commission's allegations that the extensions of the loan's due date and/or the failure to require timely payment of the principal and/or interest on those loans and the reporting thereof was in violation of 2 U.S.C. §§434 and 441b. By agreeing not to further contest the Commission's allegations, Respondents do not concede that such allegations are proven by the record in this matter.

XIII. In settlement of this matter, the Respondent John Glenn President Committee Inc. agrees to pay one thousand dollars ($1,000.00) to the Federal Election Commission.

XIV. Nothing in this Agreement may be used in any other judicial or administrative proceeding against, or as an admission by, any of the Respondents.

XV. The Commission, on request of anyone filing a complaint under 2 U.S.C. §437g(a)(1) concerning the matters at issue herein or on its own motion, may review compliance with this agreement. If the Commission believes that this agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

XVI. This Agreement shall become effective as of the date that all parties hereto have executed same and the Commission has approved the entire agreement.

XVII. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised in MUR 2194, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained in this written agreement shall be enforceable.

FOR THE COMMISSION:

Lawrence M. Noble
Acting General Counsel

6/3/87
Date

FOR THE RESPONDENTS:

Harlan Pomeroy
for the John Glenn Presidential
Committee Inc., and
William R. White, as Treasurer

5/12/87
Date

John Timothy Young
for AmeriTrust Company National
Association,
BancOhio National Bank, and
Bank One, Columbus, N.A.

May 11, 1987
Date

Robert W. Trafford
for The Huntington National Bank

5/11/87
Date

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Ohio Republican Party

Robert T. Bennett
Chairman

Martha C. Moore
Vice-Chairman

GOP FILES FEC COMPLAINT AGAINST GLENN
Violations Appear Ironclad

FOR IMMEDIATE RELEASE
JULY 31, 1991

CONTACT: TERRY HOLT
(614) 228-2481

COLUMBUS -- Saying that Senator John Glenn "should obey the law just like any other Ohio citizen," Ohio Republican Party Chairman, Robert T. Bennett today filed a legal complaint with the Federal Elections Commission asking for an investigation of Glenn's presidential campaign finances.

Last week it was learned that Glenn had failed to report almost a half million dollars in debt from loans to his presidential campaign.

Official FEC records from 1987 show that Senator John Glenn was warned that failing to pay interest on banks loans to his presidential campaign, and failure to report that interest, was in violation of federal law.

"If the average guy misses even one payment on a car loan or a home mortgage, he'd could lose his car or home. John Glenn thinks he is above the laws that apply to the average person," Bennett said.

The complaint charges that Glenn has knowingly and wilfully violated at least two federal campaign laws.

The complaint cites a "conciliation agreement" signed by Glenn's attorneys in 1987 that specifically states that Glenn does "not further contest the commission's allegations that the extensions of the loan's due date and/or the failure to require timely payment of the principal and/or interest on those loans and the reporting thereof was in violation of 2 U. S. Code 434 and 441b."

"Four years ago, the FEC told John Glenn he was violating the law by not reporting his debt properly, but he's recently said he didn't know what he was doing was illegal. What's the old saying? Ignorance is no excuse ...," Bennett said.

In the Conciliation Agreement, the FEC states that if the agreement is not complied with, it reserves the right to take Glenn to Federal Court.

172 E. State Street, Suite 400, Columbus, Ohio 43215-4367 • (614) 228-2481 • FAX (614) 228-1088

Glenn's presidential campaign debt has gone virtually unpaid since it was incurred in 1984. In fact, it is still 98 percent of the original balance.

There are four Ohio banks involved; Ameritrust, BancOhio, Banc One, and Huntington National Bank.

"The people of Ohio are growing weary of Glenn's misdeeds and misjudgements and they deserve an accounting of why Glenn doesn't pay his campaign bills or even disclose them to the p the law clearly states," Bennett said.

Bennett compared this debt controversy to Glenn's involvement in the Keating Five scandal, where Glenn accepted $240,000 in campaign contributions from S&L kingpin Charlie Keating. Keating bilked the American taxpayer out of billions of dollars.

"There is a pattern of disregard for the depositors of Ohio Banks and American Savings and Loans. The Senate Ethics committee found that in the Keating Scandal, Glenn exercised bad judgement. In the case of Glenn's campaign debt, bad judgement is the least you can charge," Bennett said.

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BEFORE THE
FEDERAL ELECTION COMMISSION
999 E. Street NW
Washington, D.C. 20463

OHIO REPUBLICAN PARTY 172 E. State Street Suite 400 Columbus, Ohio 43215-4387 Complainant, vs. THE JOHN GLENN PRESIDENTIAL COMMITTEE, INC. 37 West Broad Street Columbus, Ohio 43215 and Michael Petro Treasurer, THE JOHN GLENN PRESIDENTIAL COMMITTEE, INC. 37 West Broad Street Columbus, Ohio 43215, Respondents.	:	MUR 3418 COMPLAINT

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Robert T. Bennett, duly cautioned and sworn, who is Chairman of the Ohio Republican State Central and Executive committee, hereafter called the Ohio Republican Party, states as follows for and on behalf of the Ohio Republican Party, Complainant:

1. This is a Complaint filed pursuant to 2 U.S.C. § 437g(a)(1). Complainant is the "State Committee" of the Ohio Republican Party, a "Political Party," as those terms are defined in the Federal Election Campaign Act. 2 U.S.C. §§ 431(15), (16). Respondents are, respectively, the principal campaign committee for John H. Glenn, Jr., in his capacity as presidential candidate ("Presidential Committee"), and Michael Petro, Treasurer of the Presidential Committee.

2. The Presidential Committee is registered with the Federal Election Commission and the Secretary of the Senate, as appropriate. Its FEC Registration Number is C00164855.

3. On May 12, 1987, the Presidential Committee entered into the Conciliation Agreement attached hereto as Appendix A, which was accepted by the Commission on June 1, 1987 in settlement of MUR 2184. MUR 2194 was a compliance action initiated by the Kindness for Senate Committee in consequence of the Presidential Committee's failure to acknowledge receipt of illegal contributions from four banks, and its failure to report these contributions. The contributions resulted form the Presidential Committee's unilateral decision to stop paying interest or princial on loans from four banks while John H. Glenn, J raised money instead for his 1986 Senate re-election campaign, and the banks' decision to allow this to happen.

4. Interest continuted to accrue on these loans, but the Presidential Committee failed to report this, either as additional debot on which interest should have charged, or at minimum as unpaid interest due on the defaulted loans. (See Appendix A: Article, Akron Beacon Journal, July 23, 1991, page B-1.)

5. The Commission found that the Presidential Committee had violated the Act by accepting the contributions and by failing tro report them. (See, General Counsel's Report, Appendix B.) The conciliation Agreement makes express refernce to the Presidential Committee's duty to report interest accrued, and the fact that the Presidential Committee would not contest such duty for purposes of the MUR. Therefore, Respondents have been on actual notice since

not later than May 12, 1987 (the day the Presidential Committee's counsel executed the Conciliation Agreement) that the interest should be reported pursuant to 2 U.S.C. $434 (b)(8).

6. Notwithstanding this public acknowledgement of duty to report this interest, the Presidential Committee did not report accrued interest on these loans for over four years, not in fact, until July 15, 1991. (Appendix C: Copy of the Presidential Committee's report.) The Presidential Committee's representatives profess that they were unaware that the interest was reportable, and that their error was therefore inadvertent. (Appendix D)

7. The Presidential Committee has reported accrued interest owed only to one bank, Bank One, and ha sapparently not reported the interest due on loans from Huntington Bank, Ameritrust, or BancOhio. (Appendix C) In the alternative, the Presidential Committee has failed to report the actual interest owed to each of the lending bankis, assuming the Bank One is serving as the administrator for the loans.

8. For the foregoing reasons, Respondent respectfully requests that the Commission take this matter under review and issue a finding that the Respondents have violated the Federal Election Campaign Act as follows, and take appropriate action, including the institution of civil action against Respondents:

a. 2 U.S.C. $434(b)(8)- Failure to report interest due on the bank loans.

b. 2 U.S.C. $437g(d)-Knowing and Wilful Violation of the Act. The foregoing activities consititue a knowing and wilful violation of the Act because Respondents have been on actual notice since not later than May 12, 1987 that are required to report the unpaid interest as a debt or obligation.

c. 2 U.S.C $437(a)(5)(D)-Violation of the Conciliation Agreement. Respondents violated the terms and conditions of the Conciliation Agreement, including their agreement not to dispute the Commission's contention that interest on the bank loans is to be reported according to the law.

Respectfully submitted,

OHIO REPUBLICAN PARTY

By: Robert T. Bennett

Robert T. Bennett,
Chairman
172 E. State Street
Suite 400
Columbus, Ohio 43215-4387
(614) 228-2481

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

Sworn and subscribed before me on this 28th day of ~~July~~ August, 1991, by Robert T. Bennett, who duly cautioned, acknowledged the foregoing document.

Notary Public
My Commission Expires: _____

DANIEL C. [illegible]
Notary Public
My commission has no expiration date
Sec. 147.03 R.C.

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 3418
John Glenn Presidential Committee, Inc. and)
Michael Petro, as treasurer)

SENSITIVE

GENERAL COUNSEL'S REPORT

I. BACKGROUND

This matter originated as a complaint filed by Robert T. Bennett, Chairman, Ohio Republican State Central and Executive Committee ("complainant"), against the John Glenn Presidential Committee, Inc. and Michael Petro, as treasurer ("respondents"). The complaint alleges that the respondents violated 2 U.S.C. § 434(b)(8) by failing to report interest due on bank loans. The complaint further alleges that the respondents violated 2 U.S.C. § 437g(d) by knowingly and willfully violating the Act, and 2 U.S.C. § 437g(a)(5)(D) by violating the terms of the conciliation agreement approved in MUR 2194.

For the reasons stated below, this Office recommends that the Commission find reason to believe that the respondents violated 2 U.S.C. § 434(b)(8).

II. FACTUAL AND LEGAL ANALYSIS

The complaint relates to issues which arose during an earlier matter involving the respondents, MUR 2194. The complaint charges that "MUR 2194 was a compliance action initiated by the Kindness for Senate Committee in consequence of the Presidential Committee's failure to acknowledge receipt of illegal contributions from four banks, and its failure to report these contributions." The complaint states that the respondents

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failed to report interest that has accrued on these loans for over four years, until the respondents filed the July 15, 1991 Quarterly Report. The complainant attached a July 23, 1991 article from The Beacon Journal stating that the respondents were unaware that the accrued interest was reportable and, therefore, that their failure to report the interest was inadvertent. The complaint further states that the respondents reported accrued interest owed only to one bank (Bank One) in the July 15 Quarterly Report. The complaint charges that the respondents failed to report interest accrued on loans from three other banks. In the alternative, the complaint charges that the respondents failed to report the actual interest owed to each of the lending banks in the event that Bank One is serving as the administrator for all four loans.

Furthermore, the complaint states that the conciliation agreement approved in MUR 2194 expressly refers to the respondents' duty to report interest accrued, and to the respondents' agreement not to contest such duty (for the purposes of MUR 2194). The complaint asserts that the respondents have been on actual notice since May 12, 1987 (the date respondents executed the conciliation agreement in MUR 2194) that the interest on the loans should be reported pursuant to 2 U.S.C. § 434(b)(8). Thus, the complaint alleges that the respondents' failure to report accrued interest constitutes a knowing and willful violation of the Act under

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2 U.S.C. § 437g(d).[1] Furthermore, the complaint alleges that the respondents have violated 2 U.S.C. § 437g(a)(5)(D) by violating the terms and conditions of the conciliation agreement approved in MUR 2194.

In response to the complaint, the respondents raise three arguments.[2] First, respondents argue that a finding of reason to believe in this matter is precluded by the conciliation agreement approved in MUR 2194. In the alternative, respondents argue that there is no basis for a reason to believe finding in this matter because the respondents have adequately disclosed the outstanding interest in the committee's quarterly campaign finance reports. Third, the respondents contend that the failure to report outstanding interest as a debt or obligation did not constitute a knowing and willful violation of the Act.

Turning to respondents' first argument, respondents contend that the conciliation agreement in MUR 2194 "constitutes 'the entire agreement between the parties on the matters raised in MUR 2194 . . .,'" including the proper reporting of outstanding interest on the bank loans. (Attachment 1, page 7). Further, the respondents contend that the conciliation agreement approved

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1. The complainant mistakenly cites 2 U.S.C. § 437g(d). Nevertheless, this report will address the issue of whether the respondents have knowingly and willfully violated the Act.

2. The response to the complaint was timely filed on February 10 1992. Although the complaint originally was received on September 3, 1991, it later was determined that several appendices referenced in the complaint were not attached to the complaint. Respondents were granted an extension of 45 days after receipt of a complete copy of the complaint to respond to the allegations set forth in the complaint. See First General Counsel's Report dated December 23, 1991.

in MUR 2194 "did not impose any obligation on the [Committee] concerning the manner of reporting the outstanding interest and did not require the [Committee] to concede liability in connection with its handling of the reporting of the interest to that time." (Attachment 1, page 7). For the reasons set forth below, this Office does not agree with respondents' position that the conciliation agreement approved in MUR 2194 acts as a bar to any Commission action against the respondents in this matter.

2 U.S.C. § 437g(a)(4)(A)(i) provides that a conciliation agreement, unless violated, is a complete bar to any further action by the Commission, including the bringing of a civil proceeding under section 437g(a)(6)(A). 2 U.S.C. § 437g(a)(4)(A)(i) relates to conciliation agreements executed after the Commission has made a probable cause determination. 11 C.F.R. § 111.18(d) provides, however, that nothing in the regulations shall be construed to prevent the Commission from entering into a conciliation agreement with a respondent prior to a Commission finding of probable cause if a respondent indicates by letter to the General Counsel a desire to enter into negotiations directed towards reaching such a conciliation agreement. 11 C.F.R. § 111.18(d) further provides that a conciliation agreement reached under this subsection of the regulations shall have the same force and effect as a conciliation agreement reached after a Commission finding of probable cause to believe.

The conciliation agreement approved in MUR 2194 was

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executed prior to a finding of probable cause to believe. Nevertheless, under section 111.18(d) of the regulations, the conciliation agreement has the same force and effect as a conciliation agreement reached after a probable cause determination. The conciliation agreement approved in MUR 2194 addressed two issues. First, the conciliation agreement addressed the violation of 2 U.S.C. § 441b by the respondents and the four banks. The basis for this violation was the extension of the due dates for payment of principal and/or interest on four previously existing loans made by the banks to the Committee, and the failure to require the timely payment of principal and/or interest on these loans. (Attachment 1, page 37).

The second issue addressed in the conciliation agreement approved in MUR 2194 was the Committee's failure to report the loans as contributions, in violation of 2 U.S.C. § 434. Put more precisely, the issue resolved in MUR 2194 was the Committee's failure to report the further extensions of credit from the banks as contributions. These additional contributions resulted from the banks' agreement "to extend the due dates for payment of principal and/or interest on four previously existing $500,000 loans by the Banks to the Glenn Committee," and the failure "to require the timely payment of principal and/or interest on those loans when due." (Attachment 1, page 37).

The issue in this matter also concerns the Committee's failure to report interest accrued on the previously existing bank loans. This Office does not believe, however, that the

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conciliation agreement executed in MUR 2194 acts as a bar to action by the Commission in the instant matter. The apparent violations at issue in this matter occurred subsequent to the conciliation agreement in MUR 2194 and, therefore, were not the subject of the conciliation agreement in MUR 2194. Clearly, the conciliation agreement in MUR 2194 did not resolve future violations of the Act by the Committee.

Respondents next argue that there is no basis for a reason to believe finding in this matter because the respondents have adequately disclosed the outstanding interest in the committee's quarterly campaign finance reports. Respondents contend that they adequately disclosed the outstanding interest because they reported "the outstanding principal, the interest rate, and the payment history of the loans -- all of the elements necessary to determine the magnitude of the outstanding interest." (Attachment 1, page 8). Respondents characterize the allegations in the complaint as "a technical reporting question -- whether the [committee] properly reported the outstanding interest as it did, or whether it should have reported it as a 'debt or obligation' on Schedule D-P." (Attachment 1, page 8). Respondents argue that neither the Act, the regulations nor the reporting forms "expressly require that outstanding interest be reported as a 'debt or obligation' on Schedule D-P." (Attachment 1, page 8). Furthermore, respondents note that the Commission accepted the Committee's financial disclosure reports for four years after the execution of the conciliation agreement in MUR 2194 without notifying the Committee that it was required

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to report the amount of outstanding interest on Schedule D.

Respondents began reporting the accrued interest on the loans on Schedule D with the July 15, 1991 Quarterly Report. The amount of the accrued interest reported was $493,135.64.[3] The respondents included the following explanatory note with the July 15, 1991 Quarterly Report:

> Please note that the entry in column labelled (sic) "Amount Incurred This Period" on Schedule D-P constitutes accrued interest through June 30, 1991 on the Bank One loan listed on Schedule C-P (Loans). Previously, this amount was not thought to be seperately (sic) reportable because, among other reasons, the Schedule C-P does not provide for the reporting of accrued interest in connection with loans. In response to the committee's inquiry, however, an FEC official in the Reports and Analysis branch recently advised that accrued interest is properly reported on Schedule D-P (Debts and Obligations) in the fashion in which the information is provided herein.

Respondents contend that they acted in good faith when they decided "voluntarily" to begin reporting the outstanding interest on Schedule D. Because the respondents contend that they acted reasonably and in good faith in reporting the

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3. On October 16, 1991, respondents filed an amendment to the July 15, 1991 Quarterly Report. The amendment reported the total of accrued interest as $779,594.52. According to the Committee's treasurer, the amount of accrued interest originally reported on the July 15, 1991 Quarterly Report was incorrect due to a bank computer error. In a cover letter to the Reports Analysis Division, the treasurer stated: "We have recently been informed by Bank One, Columbus, NA that, due to a computer error, the bank's previous statement of the amount of accrued interest outstanding on the Committee's loan from the bank was inadvertently in error. Since the Committee's July 15 Quarterly Report was prepared in reliance on the bank's previous statement, we are amending the Report to reflect what we now understand to be the correct figure."

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outstanding interest as they did, the respondents ask the Commission to find no reason to believe that they violated the Act in connection with the reporting of the outstanding interest.

While the Act does not expressly require that outstanding interest be reported as a debt or obligation on Schedule D, the Act does require committees to report all outstanding debts or obligations. 2 U.S.C. § 434(b)(8) provides that a committee shall report the amount and nature of outstanding debts and obligations owed by or to such political committee. 11 C.F.R. § 104.3(d) provides that each report filed under 11 C.F.R. § 104.1 shall, on Schedule C or D, as appropriate, disclose the amount and nature of outstanding debts and obligations owed by or to the reporting committee. Under 11 C.F.R. § 104.11(a), all debts and obligations owed by a political committee which remain outstanding shall be continuously reported until extinguished. 11 C.F.R. § 104.11(b) requires that a debt or obligation, including a loan, the amount of which is over $500, shall be reported as of the date on which the debt or obligation is incurred. If the exact amount of a debt or obligation is not known, the report shall state that the amount reported is an estimate. Once the exact amount is determined, the political committee shall either amend the report containing the estimate or indicate the correct amount on the report for the reporting

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period in which such amount is determined.[4]

This Office recommends that the Commission find reason to believe that the respondents violated 2 U.S.C. § 434(b)(8). The respondents were required to report the accrued interest on the loans as a debt or obligation owed by the Committee. Under 11 C.F.R. § 104.11(b), a debt or obligation, including a loan, in excess of $500 shall be reported as of the date on which the debt or obligation is incurred. The accrued interest as of June 30, 1991 totaled $779,594.22. The interest on the loans should have been reported on Schedule D to reflect the amount of debt or obligation incurred by the Committee during each reporting period. By failing to report the interest on Schedule D, the Committee failed to report an additional debt or obligation that the Committee incurred. Accordingly, this Office recommends that the Commission find reason to believe that the respondents violated 2 U.S.C. § 434(b)(8) by failing to report the accrued interest.[5]

At the same time, this Office does not recommend that the

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4. Section 104.11(b) of the Commission's regulations was amended in 1990. 55 Fed. Reg. 26386 (June 27, 1990). The amendment, however, does not affect this Office's recommendation.

5. The complaint also alleges that respondents violated 2 U.S.C. § 434(b)(8) by reporting accrued interest owed to only Bank One and by failing to report accrued interest owed to the other three banks. It appears from the response that Bank One was the lead bank administering the loans on behalf of all four banks. Nevertheless, the Committee has reported the accrued interest owed to all four banks separately, beginning with the 1991 Year End Report. This issue will be examined further through investigation. Furthermore, the investigation will also address the respondents' failure to repay these loans and the efforts the banks are making, if any, to collect amounts past due.

Commission find reason to believe that the respondents knowingly and willfully violated the Act. This Office agrees with respondents' position that there is no evidence which indicates that the respondents' failure to report the outstanding interest on Schedule D was knowing and willful.

Furthermore, this Office does not recommend that the Commission take any action with respect to the allegations in the complaint that the respondents violated 2 U.S.C. § 437g(a)(5)(D) by violating the terms of the conciliation agreement for MUR 2194. 2 U.S.C. § 437g(a)(5)(D) provides that in any case in which a person has entered into a conciliation agreement with the Commission under section 437g(a)(4)(A), the Commission may institute a civil action for relief if it believes that the person has violated any provision of such conciliation agreement. In light of the recommendation to find reason to believe that the respondents violated 2 U.S.C. § 434(b)(8), this Office does not recommend that the Commission file civil suit against the respondents for violating the terms of the conciliation agreement for MUR 2194.

III. RECOMMENDATIONS

1. Find reason to believe that the John Glenn Presidential Committee, Inc. and Michael Petro, as treasurer, violated 2 U.S.C. § 434(b)(8).

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2. Approve the attached factual and legal analysis and the appropriate letter.

Lawrence M. Noble
General Counsel

Date 7/24/92

BY: Lois G. Lerner
Associate General Counsel

Attachments
1. Response to the complaint
2. Factual and legal analysis

Staff assigned: Mary P. Mastrobattista

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

MEMORANDUM

TO: LAWRENCE NOBLE
GENERAL COUNSEL

FROM: MARJORIE W. EMMONS /DONNA ROACH DR
COMMISSION SECRETARY

DATE: JULY 29, 1992

SUBJECT: MUR 3418 - GENERAL COUNSEL'S REPORT DATED JULY 24, 1992.

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The above-captioned document was circulated to the Commission on FRIDAY, JULY 24, 1992 at 12:00 P.M.

Objection(s) have been received from the Commissioner(s) as indicated by the name(s) checked below:

Commissioner Aikens _____

Commissioner Elliott _____

Commissioner McDonald _____

Commissioner McGarry _____

Commissioner Potter XXX

Commissioner Thomas _____

This matter will be placed on the meeting agenda for TUESDAY, AUGUST 4, 1992.

Please notify us who will represent your Division before the Commission on this matter.

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	MUR 3418
John Glenn Presidential Committee,	)	
Inc. and Michael Petro, as	)	
as treasurer	)	

CERTIFICATION

I, Marjorie W. Emmons, recording secretary for the Federal Election Commission executive session on August 4, 1992, do hereby certify that the Commission decided by a vote of 6-0 to take the following actions in MUR 3418:

1. Find reason to believe that the John Glenn Presidential Committee, Inc. and Michael Petro, as treasurer, violated 2 U.S.C. § 434(b)(8).

2. Approve the factual and legal analysis and the appropriate letter as recommended in the General Counsel's report dated July 24, 1992.

Commissioners Aikens, Elliott, McDonald, McGarry, Potter, and Thomas voted affirmatively for the decision.

Attest:

8-5-92
Date

Marjorie W. Emmons
Marjorie W. Emmons
Secretary of the Commission

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

August 19, 1992

Richard D. Shore, Esq.
Covington & Burling
P.O. Box 7566
Washington, D.C. 20044

RE: MUR 3418
John Glenn Presidential
Committee, Inc. and
Michael Petro, as treasurer

Dear Mr. Shore:

On September 6, 1991, the Federal Election Commission notified your clients of a complaint alleging violations of certain sections of the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint was forwarded to your clients at that time.

Upon further review of the allegations contained in the complaint, and information supplied by you, the Commission, on August 4, 1992, found that there is reason to believe the John Glenn Presidential Committee, Inc. and Michael Petro, as treasurer, violated 2 U.S.C. § 434(b)(8). The Factual and Legal Analysis, which formed a basis for the Commission's findings, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against the John Glenn Presidential Committee, Inc. and Michael Petro, as treasurer. You may submit any factual or legal materials that you believe are relevant to the Commission's consideration of this matter. Please submit such materials to the General Counsel's Office along with answers to the enclosed questions within 30 days of receipt of this letter. Where appropriate, statements should be submitted under oath.

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In the absence of any additional information demonstrating that no further action should be taken against the John Glenn Presidential Committee, Inc. and Michael Petro, as treasurer, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation.

If you are interested in pursuing pre-probable cause conciliation, you should so request in writing. See 11 C.F.R. § 111.18(d). Upon receipt of the request, the Office of the General Counsel will make recommendations to the Commission either proposing an agreement in settlement of the matter or recommending declining that pre-probable cause conciliation be pursued. The Office of the General Counsel may recommend that pre-probable cause conciliation not be entered into at this time so that it may complete its investigation of the matter. Further, the Commission will not entertain requests for pre-probable cause conciliation after briefs on probable cause have been mailed to the respondent.

Requests for extensions of time will not be routinely granted. Requests must be made in writing at least five days prior to the due date of the response and specific good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

This matter will remain confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A) unless you notify the Commission in writing that you wish the matter to be made public.

If you have any questions, please contact Mary P. Mastrobattista, the attorney assigned to this matter, at (202) 219-3400.

Sincerely,

Scott E. Thomas
Vice Chairman

Enclosures
Questions
Factual & Legal Analysis

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
) MUR 3418
)

INTERROGATORIES AND REQUEST
FOR PRODUCTION OF DOCUMENTS

TO: John Glenn Presidential Committee, Inc. and
Michael Petro, as treasurer
c/o Richard D. Shore
Covington & Burling
P.O. Box 7566
Washington, D.C. 20044

In furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby requests that you submit answers in writing and under oath to the questions set forth below within 30 days of your receipt of this request. In addition, the Commission hereby requests that you produce the documents specified below, in their entirety, for inspection and copying at the Office of the General Counsel, Federal Election Commission, Room 659, 999 E Street, N.W., Washington, D.C. 20463, on or before the same deadline, and continue to produce those documents each day thereafter as may be necessary for counsel for the Commission to complete their examination and reproduction of those documents. Clear and legible copies or duplicates of the documents which, where applicable, show both sides of the documents may be submitted in lieu of the production of the originals.

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INSTRUCTIONS

In answering these interrogatories and request for production of documents, furnish all documents and other information, however obtained, including hearsay, that is in possession of, known by or otherwise available to you, including documents and information appearing in your records.

Each answer is to be given separately and independently, and unless specifically stated in the particular discovery request, no answer shall be given solely by reference either to another answer or to an exhibit attached to your response.

The response to each interrogatory propounded herein shall set forth separately the identification of each person capable of furnishing testimony concerning the response given, denoting separately those individuals who provided informational, documentary or other input, and those who assisted in drafting the interrogatory response.

If you cannot answer the following interrogatories in full after exercising due diligence to secure the full information to do so, answer to the extent possible and indicate your inability to answer the remainder, stating whatever information or knowledge you have concerning the unanswered portion and detailing what you did in attempting to secure the unknown information.

Should you claim a privilege with respect to any documents, communications, or other items about which information is requested by any of the following interrogatories and requests for production of documents, describe such items in sufficient detail to provide justification for the claim. Each claim of privilege must specify in detail all the grounds on which it rests.

Unless otherwise indicated, the discovery request shall refer to the time period from January 1, 1987 to the present.

The following interrogatories and requests for production of documents are continuing in nature so as to require you to file supplementary responses or amendments during the course of this investigation if you obtain further or different information prior to or during the pendency of this matter. Include in any supplemental answers the date upon which and the manner in which such further or different information came to your attention.

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DEFINITIONS

For the purpose of these discovery requests, including the instructions thereto, the terms listed below are defined as follows:

"You" shall mean the named respondent in this action to whom these discovery requests are addressed, including all officers, employees, agents or attorneys thereof.

"Persons" shall be deemed to include both singular and plural, and shall mean any natural person, partnership, committee, association, corporation, or any other type of organization or entity.

"Document" shall mean the original and all non-identical copies, including drafts, of all papers and records of every type in your possession, custody, or control, or known by you to exist. The term document includes, but is not limited to books, letters, contracts, notes, diaries, log sheets, records of telephone communications, transcripts, vouchers, accounting statements, ledgers, checks, money orders or other commercial paper, telegrams, telexes, pamphlets, circulars, leaflets, reports, memoranda, correspondence, surveys, tabulations, audio and video recordings, drawings, photographs, graphs, charts, diagrams, lists, computer print-outs, and all other writings and other data compilations from which information can be obtained.

"Identify" with respect to a document shall mean state the nature or type of document (e.g., letter, memorandum), the date, if any, appearing thereon, the date on which the document was prepared, the title of the document, the general subject matter of the document, the location of the document, the number of pages comprising the document.

"Identify" with respect to a person shall mean state the full name, the most recent business and residence addresses and the telephone numbers, the present occupation or position of such person, the nature of the connection or association that person has to any party in this proceeding. If the person to be identified is not a natural person, provide the legal and trade names, the address and telephone number, and the full names of both the chief executive officer and the agent designated to receive service of process for such person.

"And" as well as "or" shall be construed disjunctively or conjunctively as necessary to bring within the scope of these interrogatories and requests for the production of documents any documents and materials which may otherwise be construed to be out of their scope.

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INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS

1. Regarding the four loans ("the loans") made to the John Glenn Presidential Committee, Inc. ("the Committee") described in the Factual and Legal Analysis, you stated in response to the complaint that "in July of 1991, to simplify matters, the JGPC decided to report the amount of outstanding interest on a going-forward basis as a 'debt or obligation' on Schedule D-P of its quarterly campaign finance reports." Identify the individual who made the decision on behalf of the Committee to begin reporting the amount of outstanding interest on the loans on Schedule D-P. Describe in detail the basis for this decision.

2. The following note was included with the Committee's July 15, 1991 Quarterly Report:

> Please note that the entry in column labelled (sic) "Amount Incurred This Period" on Schedule D-P constitutes accrued interest through June 30, 1991 on the Bank One loan listed on Schedule C-P (Loans). Previously, this amount was not thought to be seperately (sic) reportable because, among other reasons, the Schedule C-P does not provide for the reporting of accrued interest in connection with loans. In response to the Committee's inquiry, however, an FEC official in the Reports and Analysis branch recently advised that accrued interest is properly reported on Schedule D-P (Debts and Obligations) in the fashion in which the information is provided herein.

Identify the individual who made the inquiry to the Commission's Reports Analysis Division concerning the proper reporting of the accrued interest on the loans. Describe in detail the reason(s) why the Committee contacted the Reports Analysis Division concerning the proper reporting of the accrued interest on the loans.

3. In response to the complaint, you stated that "Bank One is the lead bank administering the loans on behalf of itself and three other Ohio banks." Describe in detail Bank One's role as administrator of the loans, including Bank One's duties and responsibilities as administrator.

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4. List by date and amount all payments made to Bank One, Huntington National Bank, AmeriTrust Company National Association and/or BancOhio National Bank to reduce the outstanding amount of principal and interest owed by the Committee on the loans.

5. Describe in detail all efforts made by Bank One, Huntington National Bank, AmeriTrust Company National Association and/or BancOhio National Bank to collect outstanding amounts owed by the Committee as principal and interest on the loans.

6. Produce each and every document identified in response to the above interrogatories.

7. Produce each and every document concerning, relating or pertaining to the interest owed by the Committee including, but not limited to:

a. all written notes, memoranda or correspondence from Bank One, Huntington National Bank, AmeriTrust Company National Association and/or BancOhio National Bank relating to interest on the loans;

b. all written notes, memoranda or correspondence relating to efforts made by Bank One, Huntington National Bank, AmeriTrust Company National Association and/or BancOhio National Bank to collect outstanding amounts owed by the Committee as principal and interest on the loans;

c. all bank statements showing the amount of accrued interest on the loans owed to Bank One, Huntington National Bank, AmeriTrust Company National Association and/or BancOhio National Bank; and

d. all documentation relating to Bank One's role as administrator of the loans.

8. Identify any person (other than counsel) who was consulted or otherwise assisted in the preparation of answers to these questions and document request.

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FEDERAL ELECTION COMMISSION

FACTUAL AND LEGAL ANALYSIS

RESPONDENTS: John Glenn Presidential Committee, Inc. and Michael Petro, as treasurer MUR 3418

This matter originated as a complaint filed by Robert T. Bennett, Chairman, Ohio Republican State Central and Executive Committee ("complainant"), against the John Glenn Presidential Committee, Inc. and Michael Petro, as treasurer ("respondents"). The complaint alleges that the respondents violated 2 U.S.C. § 434(b)(8) by failing to report interest due on bank loans. The complaint further alleges that the respondents violated 2 U.S.C. § 437g(d) by knowingly and willfully violating the Act, and 2 U.S.C. § 437g(a)(5)(D) by violating the terms of the conciliation agreement approved in MUR 2194.

The complaint relates to issues which arose during an earlier matter involving the respondents, MUR 2194. The complaint charges that "MUR 2194 was a compliance action initiated by the Kindness for Senate Committee in consequence of the Presidential Committee's failure to acknowledge receipt of illegal contributions from four banks, and its failure to report these contributions." The complaint states that the respondents failed to report interest that has accrued on these loans for over four years, until the respondents filed the July 15, 1991 Quarterly Report. The complainant attached a July 23, 1991 article from The Beacon Journal stating that the respondents were unaware that the accrued interest was reportable and,

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therefore, that their failure to report the interest was inadvertent. The complaint further states that the respondents reported accrued interest owed only to one bank (Bank One) in the July 15 Quarterly Report. The complaint charges that the respondents failed to report interest accrued on loans from three other banks. In the alternative, the complaint charges that the respondents failed to report the actual interest owed to each of the lending banks in the event that Bank One is serving as the administrator for all four loans.

Furthermore, the complaint states that the conciliation agreement approved in MUR 2194 expressly refers to the respondents' duty to report interest accrued, and to the respondents' agreement not to contest such duty (for the purposes of MUR 2194). The complaint asserts that the respondents have been on actual notice since May 12, 1987 (the date respondents executed the conciliation agreement in MUR 2194) that the interest on the loans should be reported pursuant to 2 U.S.C. § 434(b)(8). Thus, the complaint alleges that the respondents' failure to report accrued interest constitutes a knowing and willful violation of the Act under 2 U.S.C. § 437g(d). Furthermore, the complaint alleges that the respondents have violated 2 U.S.C. § 437g(a)(5)(D) by violating the terms and conditions of the conciliation agreement approved in MUR 2194.

In response to the complaint, the respondents raise three arguments. First, respondents argue that a finding of reason to believe in this matter is precluded by the conciliation

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agreement approved in MUR 2194. In the alternative, respondents argue that there is no basis for a reason to believe finding in this matter because the respondents have adequately disclosed the outstanding interest in the committee's quarterly campaign finance reports. Third, the respondents contend that the failure to report outstanding interest as a debt or obligation did not constitute a knowing and willful violation of the Act.

Turning to respondents' first argument, respondents contend that the conciliation agreement in MUR 2194 "constitutes 'the entire agreement between the parties on the matters raised in MUR 2194 . . .,'" including the proper reporting of outstanding interest on the bank loans. Further, the respondents contend that the conciliation agreement approved in MUR 2194 "did not impose any obligation on the [Committee] concerning the manner of reporting the outstanding interest and did not require the [Committee] to concede liability in connection with its handling of the reporting of the interest to that time."

2 U.S.C. § 437g(a)(4)(A)(i) provides that a conciliation agreement, unless violated, is a complete bar to any further action by the Commission, including the bringing of a civil proceeding under section 437g(a)(6)(A). 2 U.S.C. § 437g(a)(4)(A)(i) relates to conciliation agreements executed after the Commission has made a probable cause determination. 11 C.F.R. § 111.18(d) provides, however, that nothing in the regulations shall be construed to prevent the Commission from entering into a conciliation agreement with a respondent prior to a Commission finding of probable cause if a respondent

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indicates by letter to the General Counsel a desire to enter into negotiations directed towards reaching such a conciliation agreement. 11 C.F.R. § 111.18(d) further provides that a conciliation agreement reached under this subsection of the regulations shall have the same force and effect as a conciliation agreement reached after a Commission finding of probable cause to believe.

The conciliation agreement approved in MUR 2194 was executed prior to a finding of probable cause to believe. Nevertheless, under section 111.18(d) of the regulations, the conciliation agreement has the same force and effect as a conciliation agreement reached after a probable cause determination. The conciliation agreement approved in MUR 2194 addressed two issues. First, the conciliation agreement addressed the violation of 2 U.S.C. § 441b by the respondents and the four banks. The basis for this violation was the extension of the due dates for payment of principal and/or interest on four previously existing loans made by the banks to the Committee, and the failure to require the timely payment of principal and/or interest on these loans.

The second issue addressed in the conciliation agreement approved in MUR 2194 was the Committee's failure to report the loans as contributions, in violation of 2 U.S.C. § 434. Put more precisely, the issue resolved in MUR 2194 was the Committee's failure to report the further extensions of credit from the banks as contributions. These additional contributions resulted from the banks' agreement "to extend the due dates for

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payment of principal and/or interest on four previously existing $500,000 loans by the Banks to the Glenn Committee," and the failure "to require the timely payment of principal and/or interest on those loans when due."

The issue in this matter also concerns the Committee's failure to report interest accrued on the previously existing bank loans. The conciliation agreement executed in MUR 2194, however, does not act as a bar to action by the Commission in the instant matter. The apparent violations at issue in this matter occurred subsequent to the conciliation agreement in MUR 2194 and, therefore, were not the subject of the conciliation agreement in MUR 2194. Clearly, the conciliation agreement in MUR 2194 did not resolve future violations of the Act by the Committee.

Respondents next argue that there is no basis for a reason to believe finding in this matter because the respondents have adequately disclosed the outstanding interest in the committee's quarterly campaign finance reports. Respondents contend that they adequately disclosed the outstanding interest because they reported "the outstanding principal, the interest rate, and the payment history of the loans -- all of the elements necessary to determine the magnitude of the outstanding interest." Respondents characterize the allegations in the complaint as "a technical reporting question -- whether the [committee] properly reported the outstanding interest as it did, or whether it should have reported it as a 'debt or obligation' on Schedule D-P." Respondents argue that neither the Act, the regulations

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nor the reporting forms "expressly require that outstanding interest be reported as a 'debt or obligation' on Schedule D-P." Furthermore, respondents note that the Commission accepted the Committee's financial disclosure reports for four years after the execution of the conciliation agreement in MUR 2194 without notifying the Committee that it was required to report the amount of outstanding interest on Schedule D.

Respondents began reporting the accrued interest on the loans on Schedule D with the July 15, 1991 Quarterly Report. The amount of the accrued interest reported was $493,135.64.[1] The respondents included the following explanatory note with the July 15, 1991 Quarterly Report:

> Please note that the entry in column labelled (sic) "Amount Incurred This Period" on Schedule D-P constitutes accrued interest through June 30, 1991 on the Bank One loan listed on Schedule C-P (Loans). Previously, this amount was not thought to be seperately (sic) reportable because, among other reasons, the Schedule C-P does not provide for the reporting of accrued interest in connection with loans. In response to the Committee's inquiry, however, an FEC official in the Reports and Analysis branch recently advised that accrued interest is properly reported on Schedule D-P (Debts and Obligations) in the

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1. On October 16, 1991, respondents filed an amendment to the July 15, 1991 Quarterly Report. The amendment reported the total of accrued interest as $779,594.52. According to the Committee's treasurer, the amount of accrued interest originally reported on the July 15, 1991 Quarterly Report was incorrect due to a bank computer error. In a cover letter to the Reports Analysis Division, the treasurer stated: "We have recently been informed by Bank One, Columbus, NA that, due to a computer error, the bank's previous statement of the amount of accrued interest outstanding on the Committee's loan from the bank was inadvertently in error. Since the Committee's July 15 Quarterly Report was prepared in reliance on the bank's previous statement, we are amending the Report to reflect what we now understand to be the correct figure."

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> fashion in which the information is provided herein.

Respondents contend that they acted in good faith when they decided "voluntarily" to begin reporting the outstanding interest on Schedule D. Because the respondents contend that they acted reasonably and in good faith in reporting the outstanding interest as they did, the respondents ask the Commission to find no reason to believe that they violated the Act in connection with the reporting of the outstanding interest.

While the Act does not expressly require that outstanding interest be reported as a debt or obligation on Schedule D, the Act does require committees to report all outstanding debts or obligations. 2 U.S.C. § 434(b)(8) provides that a committee shall report the amount and nature of outstanding debts and obligations owed by or to such political committee. 11 C.F.R. § 104.3(d) provides that each report filed under 11 C.F.R. § 104.1 shall, on Schedule C or D, as appropriate, disclose the amount and nature of outstanding debts and obligations owed by or to the reporting committee. Under 11 C.F.R. § 104.11(a), all debts and obligations owed by a political committee which remain outstanding shall be continuously reported until extinguished. 11 C.F.R. § 104.11(b) requires that a debt or obligation, including a loan, the amount of which is over $500, shall be reported as of the date on which the debt or obligation is incurred. If the exact amount of a debt or obligation is not known, the report shall state that the amount reported is an

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estimate. Once the exact amount is determined, the political committee shall either amend the report containing the estimate or indicate the correct amount on the report for the reporting period in which such amount is determined.

The respondents were required to report the accrued interest on the loans as a debt or obligation owed by the Committee. Under 11 C.F.R. § 104.11(b), a debt or obligation, including a loan, in excess of $500 shall be reported as of the date on which the debt or obligation is incurred. The accrued interest as of June 30, 1991 totaled $779,594.22. The interest on the loans should have been reported on Schedule D to reflect the amount of debt or obligation incurred by the Committee during each reporting period. By failing to report the interest on Schedule D, the Committee failed to report an additional debt or obligation that the Committee incurred. There is no evidence which indicates, however, that the respondents' failure to report the outstanding interest on Schedule D was knowing and willful. Therefore, there is reason to believe that the John Glenn Presidential Committee, Inc. and Michael Petro, as treasurer, violated 2 U.S.C. § 434(b)(8) by failing to report the accrued interest.

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COVINGTON & BURLING
1201 PENNSYLVANIA AVENUE, N.W.
P.O. BOX 7566
WASHINGTON, D.C. 20044
(202) 662-6000

TELEFAX (202) 662-6291
TELEX 89-593 (COVLING WSH)
CABLE COVLING

ACHESON HOUSE
49 HERTFORD STREET
LONDON W1Y7TF ENGLAND
TELEPHONE 44-71-495-5655
TELEFAX 44-71-495-3101

BRUSSELS CORRESPONDENT OFFICE
44 AVENUE DES ARTS
BRUSSELS 1040 BELGIUM
TELEPHONE 32-2-512-9890
TELEFAX 32-2-502-1598

RICHARD D. SHORE
DIRECT DIAL NUMBER
(202) 662-5452

September 8, 1992

BY HAND

Scott E. Thomas
Vice Chairman
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

Re: MUR 3418

Dear Mr. Thomas:

We are in receipt of your letter of August 19, 1992, regarding the above-referenced matter under review. The letter informs us that the Commission has found "reason to believe" that the John Glenn Presidential Committee, Inc. (the "Committee") and Michael Petro as treasurer may have violated 2 U.S.C. § 434(b)(8), a reporting provision of the Federal Election Campaign Act, by not specifying certain interest charges as a "debt or obligation" on Schedule D-P of the Committee's campaign finance reports. We understand that the Commission has found no "reason to believe" that any violation occurred with respect to the remaining allegations in the MUR: (1) that the Committee acted in a "knowing and willful" manner in failing to report the interest on Schedule D-P, and (2) that the Committee violated a prior conciliation agreement in connection with its reporting of the interest charges.

The Committee hereby requests pre-probable cause conciliation of this MUR pursuant to 11 C.F.R. § 111.18(d). To minimize needless expense and delay, the Committee further requests that the interrogatories and document requests that accompanied your August 19, 1992, letter be stayed during the pendency of pre-probable cause conciliation. Several of the interrogatories and document requests deal with matters that exceed the scope of this MUR. Those that do relate to the alleged reporting violation at issue here seek information that is not necessary to resolve the MUR.

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In the event that the Commission denies our request to stay discovery during the pendency of pre-probable cause conciliation, we hereby request an additional 45 days in which to respond to the interrogatories and document requests. The additional time is merited given the extent of the information and documentary materials requested by the Commission, particularly since I and others involved in this matter were out of town when your letter arrived on August 21.

We will await your reply to the foregoing before proceeding further.

Sincerely yours,

Richard D. Shore

cc: Mary P. Mastrobattista, Esq.
General Counsel's Office

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

Richard D. Shore, Esq.
Covington & Burling
P.O. Box 7566
Washington, D.C. 20044

September 16, 1992

RE: MUR 3418
John Glenn Presidential
Committee, Inc. and
Michael Petro, as treasurer

Dear Mr. Shore:

By letter dated September 8, 1992, you requested to enter into conciliation negotiations prior to a finding of probable cause to believe. You also requested that your clients' response to the Federal Election Commission's (the "Commission") discovery request be stayed pending pre-probable cause conciliation. In the alternative, you requested an extension of 45 days to respond to the discovery request following the Commission's denial of your request to stay discovery during the period of pre-probable cause conciliation.

Your requests for pre-probable cause conciliation and stay in discovery will be presented to the Commission for consideration. This Office will notify you as soon as the Commission has made a determination regarding these requests. The investigation into this matter will proceed pending the Commission's determination concerning your requests for pre-probable cause conciliation and stay in discovery.

In the alternative, you requested an extension of 45 days in which to respond to the Commission's discovery request. The Office of the General Counsel has the authority to grant extensions of time to respond to discovery requests that accompany reason to believe notifications. Considering the Commission's responsibilities to act expeditiously in the conduct of investigations, this Office cannot grant your full request. However, this Office can agree to a 30 day extension to respond to the Commission's reason to believe notification and discovery request. Your response originally was due on September 21, 1992. Accordingly, the response is now due by close of business on October 21, 1992. This due date remains in effect unless and until such time as the Commission may decide differently.

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Finally, in your letter of September 8, 1992, you state that it is your understanding that the Commission found no reason to believe that your clients "acted in a 'knowing and willful' matter in failing to report the interest on Schedule D-P," or that your clients "violated a prior conciliation agreement in connection with its reporting of interest charges." The Commission has made no such findings. The only finding made by the Commission in this matter concerning your clients was that there was reason to believe that your clients violated 2 U.S.C. § 434(b)(8).

If you have any questions, please contact Mary P. Mastrobattista, the attorney assigned to this matter, at (202) 219-3400.

Sincerely,

Teresa A. Hennessy

Teresa A. Hennessy
Assistant General Counsel

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BEFORE THE FEDERAL ELECTION COMMISSION

SENSITIVE

In the Matter of	)	
	)	
John Glenn Presidential Committee, Inc. and Michael Petro, as treasurer	)	MUR 3418
	)	

GENERAL COUNSEL'S REPORT

I. BACKGROUND

On August 4, 1992, the Commission found reason to believe that the John Glenn Presidential Committee, Inc. and Michael Petro, as treasurer, ("respondents") violated 2 U.S.C. § 434(b)(8). On August 19, 1992, this Office notified the respondents of the Commission's finding and sent an informal discovery request to the respondents in connection with the investigation into this matter.

Respondents requested to enter into pre-probable cause conciliation on September 8, 1992. (Attachment 1). Respondents also requested that their response to the discovery request which accompanied the reason to believe notification be stayed during the period of pre-probable cause conciliation. As discussed below, this Office recommends that the Commission deny these requests.

II. ANALYSIS

The respondents' request to enter into pre-probable cause conciliation at this time is premature because the respondents have not responded to the discovery request. Contrary to the respondents' assertions, the discovery request relates directly to the respondents' failure to report the accrued interest and

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the reasons why they failed to report it. Thus, this Office recommends that the Commission deny the respondents' request for pre-probable cause conciliation and stay in discovery.

In the alternative, respondents requested a 45 day extension to respond to the discovery request. By letter dated September 16, 1992, this Office granted respondents a 30 day extension to respond to the discovery request. (Attachment 2). The response, which originally was due on September 21, 1992, is now due on October 21, 1992. Upon receipt and review of the respondents' response, this Office will make additional recommendations to the Commission.

III. RECOMMENDATIONS

1. Decline, at this time, to enter into conciliation with the John Glenn Presidential Committee, Inc. and Michael Petro, as treasurer, prior to a finding of probable cause to believe.

2. Deny the request of the John Glenn Presidential Committee, Inc. and Michael Petro, as treasurer, to stay the response to the discovery request pending pre-probable cause conciliation.

3. Approve the appropriate letter.

Lawrence M. Noble
General Counsel

September 24, 1992
Date

BY: [signature]
Lois G. Lerner
Associate General Counsel

Attachments
1. Request for conciliation and stay in discovery
2. FEC letter dated September 16, 1992

Staff Assigned: Mary P. Mastrobattista

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FEDERAL ELECTION COMMISSION
WASHINGTON D.C. 20463

MEMORANDUM

TO: LAWRENCE M. NOBLE
GENERAL COUNSEL

FROM: MARJORIE W. EMMONS/DONNA ROACH
COMMISSION SECRETARY

DATE: SEPTEMBER 28, 1992

SUBJECT: MUR 3418 - GENERAL COUNSEL'S REPORT DATED SEPTEMBER 24, 1992.

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The above-captioned document was circulated to the Commission on THURSDAY, SEPTEMBER 24, 1992 at 4:00 P.M.

Objection(s) have been received from the Commissioner(s) as indicated by the name(s) checked below:

Commissioner Aikens	
Commissioner Elliott	XXX
Commissioner McDonald	
Commissioner McGarry	
Commissioner Potter	
Commissioner Thomas	

This matter will be placed on the meeting agenda for TUESDAY, OCTOBER 6, 1992.

Please notify us who will represent your Division before the Commission on this matter.

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter	)	
	)	MUR 3418
John Glenn Presidential Committee, Inc.	)	
and Michael Petro, as treasurer	)	

CERTIFICATION

I, Marjorie W. Emmons, recording secretary for the Federal Election Commission executive session on October 6, 1992, do hereby certify that the Commission decided by a vote of 4-2 to take the following actions in MUR 3418:

1. Decline, at this time, to enter into conciliation with the John Glenn Presidential Committee, Inc. and Michael Petro, as treasurer, prior to a finding of probable cause to believe.

2. Deny the request of the John Glenn Presidential Committee, Inc. and Michael Petro, as treasurer, to stay the response to the discovery request pending pre-probable cause conciliation.

(continued)

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3. Approve the appropriate letter as recommended in the General Counsel's report dated September 24, 1992

Commissioners McDonald, McGarry, Potter, and Thomas voted affirmatively for the decision; Commissioners Aikens and Elliott dissented.

Attest:

10-6-92
Date

Marjorie W. Emmons
Marjorie W. Emmons
Secretary of the Commission

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

October 7, 1992

Richard D. Shore, Esq.
Covington & Burling
P.O. Box 7566
Washington, D.C. 20044

RE: MUR 3418
John Glenn Presidential
Committee, Inc. and
Michael Petro, as treasurer

Dear Mr. Shore:

On August 19, 1992, you were notified that the Federal Election Commission ("the Commission") found reason to believe that your clients violated 2 U.S.C. § 434(b)(8). On September 8, 1992, you submitted a request to enter into conciliation negotiations prior to a finding of probable cause to believe. You also requested that your clients' response to the Commission's discovery request be stayed pending pre-probable cause conciliation.

The Commission has reviewed your request and determined to decline at this time to enter into conciliation prior to a finding of probable cause to believe because the response to the discovery request is necessary. In addition, the Commission denied your request to stay the response to the discovery request pending pre-probable cause conciliation. Accordingly, your response to the discovery request remains due by close of business on October 21, 1992.

At such time when the investigation in this matter has been completed, the Commission will reconsider your request to enter into conciliation prior to a finding of probable cause to believe.

If you have any questions, please contact me at (202) 219-3400.

Sincerely,

Mary P. Mastrobattista

Mary P. Mastrobattista
Attorney

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OGC 7355

COVINGTON & BURLING
1201 PENNSYLVANIA AVENUE, N.W.
P.O. BOX 7566
WASHINGTON, D.C. 20044
(202) 662-6000

TELEFAX (202) 662-6291
TELEX 89-593 (COVLING WSH)
CABLE COVLING

RICHARD D. SHORE
DIRECT DIAL NUMBER
(202) 662-5488

ACHESON HOUSE
48 HERTFORD STREET
LONDON W1Y7TF ENGLAND
TELEPHONE 44-71-[illegible]
TELEFAX 44-71-[illegible]

BRUSSELS CORRESPONDENT OFFICE
44 AVENUE DES ARTS
BRUSSELS 1040 BELGIUM
TELEPHONE 32-2-512-9890
TELEFAX 32-2-502-[illegible]

October 21, 1992

OCT 21 5:03

BY HAND

Mary P. Mastrobattista, Esq.
General Counsel's Office
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

Re: MUR 3418

Dear Ms. Mastrobattista:

Enclosed please find the response of the John Glenn Presidential Committee, Inc. (the "Committee") to the interrogatories and document requests propounded to the Committee by the Federal Election Commission on August 19, 1992. As we discussed earlier today, the Committee will forward a signed copy of the response within the next few days.

We are attempting to locate additional files that may be in storage and will make a supplemental submission should further responsive documents be found. In addition, we are continuing to make inquiries of individuals who may have responsive information and will submit a supplemental response should that be appropriate.

Please note that the treasurer of the Committee is now Lynn Glenn. An appropriate amendment to the Committee's Statement of Organization was filed with the Commission in August 1992.

Sincerely yours,

Richard D. Shore

Richard D. Shore

Enclosure

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COVINGTON & BURLING
1201 PENNSYLVANIA AVENUE, N.W.
P.O. BOX 7566
WASHINGTON, D.C. 20044
(202) 662-6000

TELEFAX: (202) 662-6291
TELEX: 89-593 (COVLING WSH)
CABLE: COVLING

ACHESON HOUSE
49 HERTFORD STREET
LONDON W1Y7TF ENGLAND
TELEPHONE: 44-71-495-5655
TELEFAX: 44-71-495-3101

BRUSSELS CORRESPONDENT OFFICE
66 AVENUE DES ARTS
BRUSSELS 1040 BELGIUM
TELEPHONE: 32-2-512-9890
TELEFAX: 32-2-502-1598

RICHARD D. SHORE
DIRECT DIAL NUMBER
(202) 662-5452

November 5, 1992

BY HAND

Mary P. Mastrobattista, Esq.
General Counsel's Office
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

Re: MUR 3418

Dear Ms. Mastrobattista:

Attached is a signed and notarized copy of the October 21, 1992, response of the John Glenn Presidential Committee, Inc. to the Commission's interrogatories and document requests of August 19, 1992.

Sincerely yours,

Richard D. Shore

Attachment

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In re:	)	
John Glenn Presidential Committee, Inc., et al.,	)	MUR No. 3418
Respondents.	)	

RESPONSES TO INTERROGATORIES AND DOCUMENT REQUESTS TO THE JOHN GLENN PRESIDENTIAL COMMITTEE, INC.

GENERAL OBJECTIONS

1. The John Glenn Presidential Committee, Inc. (the "Committee") objects to the interrogatories and document requests propounded to the Committee by the Federal Election Commission on August 19, 1992 ("Interrogatories and Document Requests"), insofar as this Matter Under Review, MUR 3418, is precluded by the conciliation agreement dated May 12, 1987, between the Federal Election Commission (the "Commission") and the Committee in MUR 2194.

2. The Committee objects to the Interrogatories and Document Requests insofar as they exceed the scope of this MUR 3418.

3. The Committee objects to the Interrogatories and Document Requests insofar as they seek information or materials that are in the possession of persons not within the control of the Committee.

4. The Committee objects to the Interrogatories and Document Requests insofar as they seek information or materials

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that are protected by the attorney-client privilege and/or the attorney work-product doctrine.

Without waiving any of these general objections, the Committee answers the Interrogatories and Document Requests as follows:

ANSWERS

1. Regarding the four loans ("the loans") made to the John Glenn Presidential Committee, Inc. ("the Committee") described in the Factual and Legal Analysis, you stated in response to the complaint that "in July of 1991, to simplify matters, the JGPC decided to report the amount of outstanding interest on a going-forward basis as a 'debt or obligation' on Schedule D-P of its quarterly campaign finance reports." Identify the individual who made the decision on behalf of the Committee to begin reporting the amount of outstanding interest on the loans on Schedule D-P. Describe in detail the basis for this decision.

RESPONSE: Following an inquiry from a member of the press concerning the outstanding interest on the loans, the Committee contacted Richard D. Shore of Covington & Burling, counsel to the Committee, to request that he review the Committee's reporting of the loans. In the course of that review, Mr. Shore contacted Patricia Sheppard, Senior Reports Analyst in the Commission's Reports Analysis Division, to determine the Commission's views regarding the proper manner of reporting outstanding interest on the loans. Ms. Sheppard advised Mr. Shore that the outstanding interest should be reported on Schedule D-P of the Committee's campaign finance reports as a "debt or obligation" of the Committee.

Previously, the Committee had reported the outstanding interest on Schedules B-P and C-P through entries disclosing the unpaid balance, the payment history and the interest rate of the

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loans. The Committee believed then and continues to believe now that this method of reporting the outstanding interest complied with the Commission's regulations. Nonetheless, the Committee decided that the prudent course was to conform its reports to the views expressed by Ms. Sheppard and, since July of 1991, the Committee has supplemented its reporting of the outstanding interest by including an entry on Schedule D-P. This action was authorized by the Committee's then-treasurer, Michael J. Petro.

2. The following note was included with the Committee's July 15, 1991 Quarterly Report:

> Please note that the entry in the column labeled "Amount Incurred This Period" on Schedule D-P constitutes accrued interest through June 30, 1991, on the Bank One loan listed on Schedule C-P (Loans). Previously, this amount was not thought to be separately reportable because, among other reasons, the Schedule C-P does not provide for the reporting of accrued interest in connection with loans. In response to the Committee's inquiry, however, an FEC official in the Reports and Analysis branch recently advised that accrued interest is properly reported on Schedule D-P (Debts and Obligations) in the fashion in which the information is provided herein.

Identify the individual who made the inquiry to the Commission's Reports Analysis Division concerning the proper reporting of the accrued interest on the loans. Describe in detail the reason(s) why the Committee contacted the Reports Analysis Division concerning the proper reporting of the accrued interest on the loans.

RESPONSE: This Interrogatory was answered in full in response to the first Interrogatory above.

3. In response to the complaint, you stated that "Bank One is the lead bank administering the loans on behalf of itself and three other Ohio banks." Describe in detail Bank One's role as administrator of the loans, including Bank One's duties and responsibilities as administrator.

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RESPONSE: Bank One has been the Committee's principal point of contact with respect to the loans since origination. Communications regarding the loans are initiated by or directed to Bank One. Payments are made to Bank One, which then remits to each of the other banks its *pro rata* share of the payment. The extent of the Committee's understanding of the role of Bank One as administrator is reflected in the Loan Agreement concerning the loans, a copy of which has been produced (Document Nos. 0000001-0000030) notwithstanding that the Loan Agreement was executed prior to the time period covered by these Document Requests.

4. List by date and amount all payments made to Bank One, Huntington National Bank, AmeriTrust Company National Association and/or BancOhio National Bank to reduce the outstanding amount of principal and interest owed by the Committee on the loans.

RESPONSE: According to campaign finance reports filed by the Committee, the following payments were made to Bank One, Columbus, N.A., as lead bank administering the loans on behalf of itself and Ameritrust Company, N.A., BancOhio National Bank and The Huntington National Bank:

April 14, 1987:	$ 22,000.00
April 17, 1987:	330,000.00
April 20, 1987:	290,000.00
May 12, 1987:	35,000.00
March 13, 1989:	50,000.00

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5. Describe in detail all efforts made by Bank One, Huntington National Bank, AmeriTrust Company National Association and/or BancOhio National Bank to collect outstanding amounts owed by the Committee as principal and interest on the loans.

RESPONSE: Due to a lack of funds, other than the payments listed in the response to the fourth Interrogatory, the Committee has not been in a position to make payments on the outstanding amounts owed on the loans during the time period covered by this Interrogatory. As far as the Committee knows, the banks have not taken formal legal action to collect outstanding amounts owed. The Committee has, however, met with officials of the banks from time to time to report on the status of the Committee's finances and fundraising efforts, and the Committee's bank account is at Bank One. The banks have indicated throughout that they expect full repayment of the loans.

6. Produce each and every document identified in response to the above interrogatories.

RESPONSE: The following document has been produced in response to the third Interrogatory: Loan Agreement dated as of February 8, 1984, between the John Glenn Presidential Committee, Inc., Bank One, Columbus, N.A., BancOhio National Bank, The Huntington National Bank, and Ameritrust Company National Association. (Document Nos. 0000001-0000030)

The campaign finance reports identified in response to the fourth Interrogatory have been filed with the Commission in accordance with the Committee's normal reporting obligations and hence have not been produced.

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No documents were identified in response to the first, second, or fifth Interrogatories.

7. Produce each and every document concerning, relating or pertaining to the interest owed by the Committee including, but not limited to:

a. all written notes, memoranda or correspondence from Bank One, Huntington National Bank, AmeriTrust Company National Association and/or BancOhio National Bank relating to interest on the loans;

b. all written notes, memoranda or correspondence relating to efforts made by Bank One, Huntington National Bank, AmeriTrust Company National Association and/or BancOhio National Bank to collect outstanding amounts owed by the Committee as principal and interest on the loans;

c. all bank statements showing the amount of accrued interest on the loans owed to Bank One, Huntington National Bank, AmeriTrust Company National Association and/or BancOhio National Bank; and

d. all documentation relating to Bank One's role as administrator of the loans.

RESPONSE: The following documents responsive to this Document Request have been produced from files in the possession of Michael J. Petro and Mary Jane Veno:

A. Letter dated September 30, 1992, from Trent R. Millison, Commercial Loan Workout Officer, Bank One, Columbus, N.A., to Mike Petro regarding John Glenn Presidential Committee Loan. (Document No. 0000031).

B. Letter dated October 5, 1992, from Trent R. Millison, Commercial Loan Workout Officer, Bank One, Columbus, N.A., to Mike Petro regarding Interest Paid on the John Glenn Presidential Loan. (Document No. 0000032)

C. Letter dated March 2, 1989, from Mary Jane Veno to Louis A. Nobile, Senior Vice President, Bank One, regarding fundraising activities and debt retirement, with attachments. (Document Nos. 0000033-0000036)

D. Letter dated March 13, 1989, from Louis A. Nobile, Senior Vice President, Bank One, Columbus, N.A., to Mary Jane Veno regarding $50,000.00 payment of loan principal. (Document No. 0000037)

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E. Letter dated March 13, 1989, from Louis A. Nobile, Senior Vice President, Bank One, Columbus, N.A., to Mary Jane Veno regarding $50,000.00 payment of loan principal. (Document No. 0000038)

F. Letter dated November 21, 1989, from David A. Kirkley, Senior Loan Officer, Bank One, Columbus, N.A., to Michael J. Petro regarding Senator John H. Glenn Presidential Committee fundraising efforts and other matters, with attachments. (Document Nos. 0000039-0000041)

G. Memorandum dated November 27, 1989, from Michael Petro to Bank Representatives regarding John Glenn Presidential Committee Fundraising. (Document No. 0000042)

H. News report dated July 23, 1991, regarding John Glenn Presidential Committee debt. (Document No. 0000043)

I. Bank Loan Repayment Plan. (Document Nos. 0000044-0000045)

J. Letter dated March 13, 1989, from Louis A. Nobile, Senior Vice President, Bank One, Columbus, N.A., to Mary Jane Veno regarding $50,000.00 payment of loan principal, with attachment. (Document Nos. 0000046-0000047)

K. Letter dated March 18, 1987, from John Glenn to Robert H. Potts, Chairman, Bank One, Columbus, N.A., regarding loan repayment. (Document No. 0000048)

L. Letter dated February 5, 1987, from Robert H. Potts, Chairman, Bank One, Columbus, N.A., to John Glenn regarding loan repayment, with attachment. (Document Nos. 0000049-0000050)

M. Letter dated March 2, 1989, from Mary Jane Veno to Louis A. Nobile, Senior Vice President, Bank One, Columbus, N.A., regarding loan repayment, with attachments. (Document Nos. 0000051-0000054)

N. Letter dated April 17, 1987, from John Glenn to Richard D. Headley, Vice President, Bank One, Columbus, N.A., regarding loan repayment, with attachment. (Document Nos. 0000055-0000056)

O. Bank Loan Repayment Plan. (Document Nos. 0000057-0000059)

P. Bank Loan Repayment Plan. (Document Nos. 0000060-0000062)

Q. Letter dated February 1, 1988, from Richard D. Headley, Senior Vice President, Bank One, Columbus, N.A., to

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John H. Glenn regarding loan repayment. (Document Nos. 0000063-0000064)

R. Letter dated June 20, 1988, from Lee S. Adams, Vice President & General Counsel, Bank One, Columbus, N.A., to William R. White regarding John Glenn Presidential Committee. (A cover letter to which this document was attached has been withheld on the basis of privilege.) (Document No. 0000065)

S. Memorandum dated March 11, 1991, from Dale Butland to Mike Petro regarding Bank Loans, with attachments. (Document Nos. 0000066-0000073)

In addition to the documents listed above, copies of the following correspondence from Bank One, Columbus, N.A., to Richard D. Shore of Covington & Burling, counsel to the Committee, have been produced:

A. Letter dated October 11, 1991, from Trent R. Millison, Commercial Loan Workout Officer, to Richard D. Shore regarding John Glenn Presidential Committee. (Document No. 0000074)

B. Letter dated January 28, 1992, from Trent R. Millison, Commercial Loan Workout Officer, to Richard D. Shore regarding John Glenn Presidential Committee Loan. (Document No. 0000075)

C. Letter dated January 28, 1992, from Trent R. Millison, Commercial Loan Workout Officer, to Richard D. Shore regarding John Glenn Presidential Committee Loan. (Document No. 0000076)

D. Letter dated April 10, 1992, from Trent R. Millison, Commercial Loan Workout Officer, to Richard D. Shore regarding John Glenn Presidential Committee Loan. (Document No. 0000077)

E. Letter dated April 10, 1992, from Trent R. Millison, Commercial Loan Workout Officer, to Richard D. Shore regarding John Glenn Presidential Committee Loan. (Document No. 0000078)

F. Letter dated June 29, 1992, from Trent R. Millison, Commercial Loan Workout Officer, to Richard D. Shore regarding John Glenn Presidential Committee Loan. (Document No. 0000079)

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Duplicate copies of responsive documents previously filed with the Commission in accordance with the Committee's normal reporting obligations have not been produced.

The following document is protected by the attorney-client privilege and/or the attorney work product doctrine and hence has not been produced: Letter dated July 12, 1991, from Richard D. Shore, Covington & Burling, to Michael J. Petro regarding reporting of accrued interest on loans.

Additional materials responsive to this Document Request were prepared by and\or are in the possession of lawyers for the Committee. These documents are protected by the attorney-client privilege and/or the attorney work-product doctrine and have not been produced.

8. Identify any person (other than counsel) who was consulted or otherwise assisted in the preparation of answers to these questions and document requests.

RESPONSE:

A. Celia Gainer
Personal Secretary
Office of Senator John Glenn
SH-503 Hart Senate Office Building
Washington, D.C. 20510-3501
(202) 224-3353

5223 Dunleigh Drive
Burke, VA 22015
(703) 978-0875

B. Ron Grimes
Legislative Director
Office of Senator John Glenn
SH-503 Hart Senate Office Building
Washington, D.C. 20510-3501
(202) 224-3353

9002 Colesbury Place
Fairfax, VA 22031
(703) 280-8257

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C. Peggy McCauley
Systems Administrator
Office of Senator John Glenn
SH-503 Hart Senate Office Building
Washington, D.C. 20510-3501
(202) 224-3353

6104 Somerset Road
Riverdale, MD 20737
(301) 927-1784

D. Michael J. Petro
Director of Development
Center for National Policy
317 Massachusetts Avenue, N.E.
Washington, D.C. 20002
(202) 546-9300

5813 South Fourth Street
Arlington, VA 22204
(703) 820-3198

Mr. Petro is a former treasurer of the John Glenn Presidential Committee, Inc.

E. Mary Jane Veno
Administrative Assistant
Office of Senator John Glenn
SH-503 Hart Senate Office Building
Washington, D.C. 20510-3501
(202) 224-3353

7503 Ashby Lane, Apt. I
Alexandria, VA 22310
(703) 719-0721

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F. William R. White
Whitman & Ransom
1215 17th Street, N.W.
Washington, D.C. 20036
(202) 887-0353

12604 Maiden's Bower Drive
Potomac, MD 20854
(301) 330-2524

Mr. White is a former treasurer of the John Glenn Presidential Committee, Inc.

Lynn Glenn
Lynn Glenn
Treasurer
John Glenn Presidential
Committee, Inc.

CITY OF :
:
STATE OF :

SWORN TO AND SUBSCRIBED before me this 31st day of October, 1992.

David Lancione
Notary Public

DAVID LANCIONE, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date
Section 147.03 R. C.

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LOAN AGREEMENT

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Exhibits

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C.....Advance Request Form

Schedule

1.....Previous Loan Agreement

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LOAN AGREEMENT

Dated as of February 8, 1984

JOHN GLENN PRESIDENTIAL COMMITTEE INC. ("Borrower"), a corporation organized and existing under the laws of the District of Columbia, with its principal place of business and chief executive office at 444 North Capitol Street, N.W., Washington, D.C. 20001, BANK ONE, COLUMBUS, N.A. ("BANK ONE"), a national banking association organized and existing under the laws of the United States, located at and with a mailing address of 100 East Broad Street, Columbus, Ohio 43271, BANCOHIO NATIONAL BANK ("BNB"), a national banking association organized and existing under the laws of the United States, located at and with a mailing address of 155 East Broad Street, Columbus, Ohio 43265, THE HUNTINGTON NATIONAL BANK ("HNB"), a national banking association organized and existing under the laws of the United States, located at and with a mailing address of 17 South High Street, Columbus, Ohio 43260, AMERITRUST COMPANY NATIONAL ASSOCIATION ("AMERITRUST"), a national banking association organized and existing under the laws of the United States, located at and with a mailing address of 900 Euclid Avenue, Cleveland, Ohio 44115, (BANK ONE, BNB, HNB and AMERITRUST hereinafter collectively, "Bank(s)") and BANK ONE, not in its individual capacity but as agent for the Banks hereunder (the "Agent"), in consideration of the mutual covenants and agreements contained herein and of other good and valuable consideration the receipt and sufficiency of which is acknowledged hereby, and intending to be legally bound, hereby recite, represent, warrant and agree as follows:

Section 1. Definitions

As used herein,

1.1 "Advance" has the meaning assigned to that term in paragraph 3.1 hereof;

1.2 "Advance Date" means the date on which an Advance is made;

1.3 "Advance Request Form" means a fully executed and completed document in form as contained in Exhibit "C" hereto;

1.4 The "Agreements" means all instruments and documents issued, entered or delivered by or on behalf of Banks, Borrower and/or Senator Glenn in connection with the Indebtedness and/or the Collateral, including without limitation this Agreement, the Security Agreement and the Notes, all of which are incorporated into and made a part hereof;

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1.5 "Assignments" means the Candidate's Assignment and the Borrower's Assignment;

1.6 "Borrower's Assignment" has the meaning assigned to that term in paragraph 5.1(d) hereof;

1.7 "Business Day" has the meaning assigned to that term in paragraph 11.3 hereof;

1.8 "Candidate's Assignment" has the meaning assigned to that term in paragraph 5.1(d) hereof;

1.9 "Candidate's Statement" means the statement of Senator Glenn in form as contained in Schedule 4 to the Security Agreement;

1.10 "Collateral" means all collateral of whatever kind and whenever created, arising or acquired, securing the Indebtedness including, without limitation, the Separate Collateral;

1.11 "Collateral Account" means a non-interest bearing checking account in name of Bank One, Columbus, N.A., Collateral Account for John Glenn Presidential Committee Inc., account no. 10-0811-9, maintained by Borrower with Agent at its offices at 100 East Broad Street, Columbus, Ohio 43271, that is under such control and dominion of Agent as is appropriate to the purposes hereof, including the purpose of receiving Senator Glenn's Primary Funding;

1.12 "Commitment Amount" means two million dollars ($2,000,000);

1.13 "Depositary Collateral" means all collateral and interests therein, to the extent of those interests, arising by operation of law in connection with the Depositary Indebtedness, including the security interest of a collecting bank in items, accompanying documents and proceeds;

1.14 "Depositary Indebtedness" means the indebtedness of Borrower to BANK ONE (or, if BANK ONE should not be the primary depositary and principal bank of account of Borrower, that one of the Banks, if any, acting in such capacity) arising in connection with the processing, deposit, collection and other activities of BANK ONE with respect to money and items in the ordinary course on behalf of Borrower as customer of BANK ONE;

1.15 "Federal Campaign Act" means the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. §§ 431 et seq;

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1.16 "Federal Election Commission" and "FEC" mean the federal commission authorized by, and operating pursuant to, the Federal Election Campaign Act;

1.17 "Indebtedness" means all liabilities, obligations and indebtedness (including, without limitation, any overdrafts on accounts of Borrower maintained with Banks) of Borrower to Banks, of whatever kind and whenever created, whether or not given pursuant to commitment, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including without limitation indebtedness evidenced by the Notes and all liabilities, obligations and indebtedness arising under or in connection with any one or more of the Agreements; however, Indebtedness does not include the Separate Indebtedness;

1.18 "Note(s)" means the Promissory Notes substantially in the form attached hereto as Exhibit "A" to be issued by Borrower to Banks and any replacement(s) thereof;

1.19 "Person" mean any individual or an organization, including a corporation, government or governmental subdivision or agency, business trust, estate, trust, partnership or association, two or more Persons having a joint or common interest, or any other legal or commercial entity;

1.20 "Previous Debt" means the indebtedness of Borrower to BANK ONE pursuant to the Previous Loan Agreement, in amount as of the date hereof of approximately $180,000;

1.21 "Previous Loan Agreement" means the Loan Agreement between Borrower and BANK ONE dated as of October 24, 1983, a copy of which is attached hereto as Schedule 1;

1.22 "Primary Payment Act" means the Presidential Primary Matching Payment Account Act, 26 U.S.C. §§ 9031 et seq.;

1.23 "Primary Funding" means the payment of funds by the Secretary of the Treasury of the United States with respect to an individual seeking the nomination for election to be President of the United States upon receipt of appropriate certification from the Federal Election Commission in accordance with the Primary Payment Act;

1.24 "Prime Rate" means the rate of interest announced by BANK ONE from time to time as its prime rate, with any change thereto effective as of the opening of business on the day of the change without notice;

1.25 "Security Agreement" means all security agreements between Borrower, any Bank and/or the Agent, including

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without limitation the Security Agreement substantially in the form attached hereto as Exhibit "B";

1.26 "Senator Glenn" means John Glenn, a candidate at the date hereof for the Democratic Party nomination for President of the United States in the 1984 primary elections;

1.27 "Separate Collateral" mean the present and future collateral securing the Separate Indebtedness, including certificates of deposit and other assets possessed by, and guarantees in favor of, BANK ONE at the date thereof;

1.28 "Separate Indebtedness" means the indebtedness or any part thereof now or hereafter existing or arising of Borrower to BANK ONE in connection with (a) a $35,000 credit card line and (b) letters of credit issued to certain utilities and creditors in present aggregate amount of $196,565;

1.29 All accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles consistently applied, except as otherwise stated herein;

1.30 The definition of any document or instrument in this Section 1 includes all exhibits, schedules and amendments thereto and replacements thereof under the terms hereof; and

1.31 As used herein, terms defined in the introductory and other paragraphs hereof have such respective defined meanings throughout.

Section 2. Recitals

2.1 Borrower currently is indebted to BANK ONE pursuant to the Previous Loan Agreement and the Previous Debt is secured as set forth therein.

2.2 In order to consolidate and increase the Previous Debt and to provide funds for the purpose of pursuing the Democratic Party nomination for President of the United States, Borrower has applied to Banks for credit in the original maximum principal amount of the Commitment Amount.

2.3 To secure its borrowing hereunder, Borrower has offered all of its interests in tangible and intangible property as Collateral.

2.4 Subject to the terms and conditions hereof, Banks have agreed to make the requested extensions of credit.

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2.5 It is the intention of the parties hereto that (a) the Agreements shall not constitute a contribution by any Bank under the Federal Campaign Act and the rules and regulations thereunder (including 11 C.F.R. Section 100.7(b)(11)), (b) the extension(s) of credit be made in accordance with applicable banking laws and regulations and in the ordinary course of business, (c) nothing herein shall constitute an expenditure as that term is used in 26 U.S.C. § 9035, and (d) Senator Glenn is a party only to those of the Agreements that he has personally executed.

Section 3. Terms of Borrowing

3.1 On the terms and conditions hereof, Banks agree to make advances to Borrower from time to time ("Advances"). Advances shall be preceded by Agent's receipt of an Advance Request Form and may be made during the period from the date hereof until the earlier of (a) the date on which Senator Glenn/Borrower ceases to be eligible for Primary Funding (without regard to 26 U.S.C. § 9033(c)(2)) or (b) March 12, 1984. However, no Advance shall (a) be made in an amount of less than $200,000; or (b) cause the aggregate principal amount of the Notes outstanding at any one time to exceed the Commitment Amount. Each Advance shall be disbursed directly into one or more accounts (other than the Collateral Account) in the name of Borrower maintained with Agent according to instructions to be furnished by Borrower to Agent. All Advances shall be evidenced by the Notes.

3.2 The amount of the Previous Debt shall be paid as set forth in the Previous Loan Agreement to Agent for the account of BANK ONE not later than February 13, 1984. Otherwise, the Indebtedness evidenced by the Notes, including interest, shall be payable on demand and otherwise as set forth in the Notes. Interest shall accrue on the unpaid principal balance evidenced by the Notes, shall be calculated daily on the basis of actual days elapsed, shall be computed on the basis of a 360-day year and shall be paid monthly in arrears commencing on March 15, 1984, and continuing on the 15th day of each succeeding calendar month.

3.3 The interest rate shall fluctuate and at any time shall be equal to the sum of one percent (1%) per annum and the Prime Rate.

3.4 Borrower shall cause all Primary Funding to which Borrower is entitled to be paid immediately and directly by wire transfer into the Collateral Account. All amounts so received shall be applied by Agent in compliance herewith not later than the close of the Business Day next following the day after any such receipt (as set forth in paragraph 3.5(c)) in the Collateral

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Account. Agent shall transfer all funds, if any, in excess of amounts applied to the Indebtedness in compliance herewith to Borrower's account number 10-0801-2 maintained with Agent or such other account of Borrower with Agent as Borrower shall direct in writing.

3.5 The Indebtedness or any part thereof may be paid in whole or in part at any time without penalty. In any event, subject to application in compliance herewith of payment of the amount of the Previous Debt or application to the Depositary Indebtedness, all payments received by Agent (a) shall be applied, first, to interest and Indebtedness, if any, other than principal due and payable, and second, to principal indebtedness (including additional payments hereunder, if any) to be deemed applied against such indebtedness in the order incurred; (b) shall be in lawful money of the United States; and (c) shall be credited (or available) as of the time received by Agent in cash or equivalent or, if tendered in other than cash or equivalent, when finally collected.

3.6 All payments of principal of, and interest on, the Notes shall be made in Federal or other immediately available funds at the main office of Agent in Columbus, Ohio, no later than eleven o'clock A.M. Columbus time. All borrowings shall be made in Federal or other immediately available funds at the main office of Agent in Columbus, Ohio, no later than two o'clock P.M. Columbus time. Agent shall give each Bank telephonic or telegraphic notice of each such payment or borrowing or request for Advance on the date of its receipt thereof or of notice of the same.

3.7 All payments (including prepayments) of principal of, and interest on, the Notes shall be made to Agent and such payment shall be for the accounts of the Banks in proportion to the principal amount of their Advances and the amount of such payment shall be ratably distributed by Agent to the Banks. Distributions under this paragraph shall be set in motion by Agent by twelve o'clock noon Columbus time on the date credited (or available).

3.8 The Indebtedness is and will be secured pursuant to the terms and conditions set forth in the Agreements.

3.9 Provided that the Indebtedness has been satisfied in full, Borrower may terminate the Loan Agreement by delivering a written notice to Agent as set forth herein. In connection with any such termination, Borrower and Banks agree to execute and deliver such documents as are appropriate to evidence the termination.

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Section 4. Participation of the Banks

4.1 Each of the Banks severally agrees, subject to the terms and conditions hereof, to make Advances hereunder from time to time in aggregate amount as follows while this Agreement is in effect, except that (a) the aggregate amount of the Advances outstanding shall not exceed the Commitment Amount and (b) no Advance shall be made after March 12, 1984. During the term hereof, Borrower may borrow, repay (subject to the terms of the Notes) and reborrow hereunder.

Bank	Commitment
BANK ONE	The lesser of $500,000 or 25.0 percent of the Commitment Amount (without regard to the Previous Debt)
BNB	The lesser of $500,000 or 25.0 percent of the Commitment Amount
BNB	The lesser of $500,000 or 25.0 percent of the Commitment Amount
AMERITRUST	The lesser of $500,000 or 25.0 percent of the Commitment Amount

Each Advance under this Section 4 shall be from the Banks ratably in proportion to their respective commitments set forth above.

4.2 The initial Advance of the Banks shall be in an aggregate principal amount of $500,000. Each Bank shall forward its portion of the amount of the initial Advance to Agent at the main office of Agent in immediately available funds in Columbus, Ohio, no later than twelve o'clock noon, Columbus time on the date of the initial Advance. With respect to subsequent Advances, following the notice of borrowing from Agent provided for in paragraph 3.6, which will include advice to each Bank of its proportionate share of the borrowing, each Bank shall forward the amount of its share of such borrowing hereunder to Agent at the main office of Agent in immediately available funds in Columbus, Ohio, to be received by Agent by twelve o'clock noon Columbus time on the Business Day following Agent's notice to the Banks of the request for Advance preceding that borrowing. Agent shall not be obligated to make any Advance hereunder until it has received from each Bank that Bank's proportionate amount of such Advance.

4.3 Each Bank shall have the right to setoff against all obligations of Borrower to such Bank hereunder and under the Notes, whether matured or unmatured, all amounts owing to Borrower by such Bank, whether or not then due and payable and

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all other funds or property of Borrower on deposit with or otherwise held or in the custody of such Bank for the beneficial account of Borrower. Subject to paragraph 4.4, each Bank agrees that all amounts realized by setoff under this paragraph shall be applied first to any Indebtedness outstanding under this Agreement and, second, to indebtedness or other obligations under any agreement(s) then in effect to which the Banks (or Substitute Banks) are parties. The provisions of the sentence immediately preceding shall not limit any right of all the Banks to agree to apply any amount realized by setoff under this paragraph in any order which they deem desirable or appropriate. Each Bank agrees that if it shall, through the exercise of a right of banker's lien, setoff or counterclaim against Borrower, obtain payment in respect of one or more of the Notes as a result of which the unpaid portion of the outstanding Advances made by it is proportionately less than the unpaid portion of the outstanding Advances made by any other Bank or Banks, (a) it shall be deemed to have simultaneously purchased from such other Bank or Banks a participation in the Notes so that the aggregate unpaid principal amount of all Notes and participations in Notes by each Bank shall be the same proportion of the aggregate unpaid principal amount of all Notes then outstanding as the principal amount of such Notes held by it prior to such exercise of banker's lien, setoff or counterclaim was to the principal amount of all Notes outstanding prior to such exercise of banker's lien, setoff or counterclaim and (b) such other adjustments shall be made from time to time as shall be equitable to insure that all the Banks share such payments in proportion to their respective Advances. Borrower expressly consents to the arrangements contained in this Section 4 and, moreover, agrees that any Bank holding a participation in a Note deemed to have been so purchased may exercise any and all rights of banker's lien, setoff or counterclaim with respect to any and all moneys owing by Borrower to such Bank as fully as if such Bank held a Note in the amount of such participation.

4.4 Anything herein to the contrary notwithstanding, (a) the amount of the Previous Debt shall be paid and satisfied to BANK ONE prior to the satisfaction of any Indebtedness to any Bank arising out of any Advance; (b) the interests of the Banks in and to the Separate Collateral are subject and subordinate to the interests therein of BANK ONE for the prior satisfaction of the Separate Indebtedness; and (c) Depositary Indebtedness shall be first satisfied and Depositary Collateral shall be applied against Depositary Indebtedness.

4.5 Borrower, with respect to any Bank (the "Terminated Bank"), may, upon ten business days prior notice, terminate the entire commitment of the Terminated Bank and prepay all Notes payable to the Terminated Bank, provided that (a) Borrower, prior to the time of termination and prepayment, has arranged for the commitment of the Terminated Bank to be taken

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over by a bank (the "Substitute Bank") acceptable to the Banks; (b) at the time of termination and prepayment, the Substitute Bank must become a party to this Agreement by consenting in writing thereto, in form acceptable to Agent; and (c) at the time of termination and prepayment, Borrower must prepay the unpaid principal amount of, and any accrued interest on, the Notes accrued to the Terminated Bank and must execute and deliver to the Substitute Bank such Notes and other instruments as Agent may request setting out the same terms, conditions and principal amounts as set forth herein.

Any Substitute Bank must be acceptable to each of the Banks (except the Bank to become the Terminated Bank). Each such Bank may affirmatively accept a proposed Substitute Bank but such acceptance will be deemed to have occurred as to any such Bank which fails to object in writing to any proposed Substitute Bank within ten days after written notice thereof is given to all the Banks by Borrower in compliance herewith. Subsequent to such acceptance, all of the Banks hereby consent and agree to any such Substitute Bank becoming a party to this Agreement and hereby agree to the release of any such Terminated Bank from all obligations under this Agreement, provided such Substitute Bank agrees in writing in a form satisfactory to Agent to assume all the undertakings and covenants of the Terminated Bank pursuant to this Agreement.

Upon becoming a party of this Agreement and upon the termination of the Commitment of the Terminated Bank, the Substitute Bank shall become and the Terminated Bank shall cease to be a Bank (as defined herein). Simultaneously therewith, or subsequent thereto, the Terminated Bank shall execute such documents of assignment of its interest hereunder and in the Collateral as Agent and the Substituted Bank may request.

4.6 The Notes hereunder are issued in part as an extension of the credit arrangements set forth in the Previous Loan Agreement. Simultaneously with the first Advance hereunder, BANK ONE hereby assigns to Agent, for the benefit of the Banks as their interests appear hereunder, the Previous Loan Agreement and all security interests in Collateral thereunder then held by BANK ONE.

4.7 As further inducement to Banks and Agent to make the Advances to Borrower and to perform the transactions contemplated in the Agreements, Borrower hereby agrees to forever discharge, release, indemnify and hold the Agent, each of the Banks, and each of their present and future officers, directors, employees, agents, successors, assigns and shareholders harmless from and against any and all losses, damages, actions, causes of action, claims, demands, suits, liabilities, judgments, disbursements, attorneys' fees and expenses and all other costs of any nature whatsoever arising out of or in connection with the

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making of the Advances to Borrower under this Agreement or the performance of the transactions contemplated on the part of the Agent and of the Banks to be performed under the Agreements, including but not limited to, all losses, claims, damages, liabilities: (a) arising out of or based upon an alleged untrue statement of a material fact contained in Section 6 of this Agreement or upon an alleged omission to state a material fact or a fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; (b) arising out of or based upon an alleged breach of the Federal Campaign Act or of any regulation, resolution, administrative order or rule issued thereunder, or of any determination, regulation, order or rule of the Federal Election Commission, now or hereafter in effect; or (c) arising out of or based upon an alleged breach or the performance of the obligations and representations made to the Agent and the Banks by or on behalf of Senator Glenn in connection with or under any of the Agreements. This release and indemnification of all of the foregoing shall be effective regardless of whether the Agent or the Banks may now have or hereafter incur liability, and whether or not such liability is known, unknown, foreseen or unforeseen. It is expressly agreed that the provisions of this Section 4.7 shall survive the termination of this Agreement and the transactions contemplated herein.

Section 5. Conditions of Borrowing

5.1. Prior to the Banks making their initial Advance, Agent shall have received the following, each dated no later than the date of that Advance, in form and substance satisfactory to Agent:

(a) The Note, the Security Agreement, and this Agreement;

(b) All Collateral, assignments and documents related to perfection thereof specified, and in the form specified, in the Security Agreement;

(c) Signed copies of certificates of the Secretary of Borrower dated as of the date of the initial Advance, which shall certify the names of the officers of Borrower authorized to execute the Agreements on behalf of Borrower, together with the true signatures of such officers;

(d) An Assignment ("Candidate's Assignment"), duly executed by Senator Glenn in favor of Borrower, assigning (irrevocably so long as this Agreement remains in effect)

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to Borrower Senator Glenn's rights to the Primary Funding, together with an Assignment ("Borrower's Assignment") by Borrower in favor of Banks, in the form of Schedules 1 and 2, respectively, to the Security Agreement, assigning to Agent all such rights as security for the payment of the Indebtedness and Borrower's obligations under the Agreements, all in form and substance satisfactory to Banks, together with:

(i) certified copies of proper financing statements and certificates of record priority thereof (forms UCC-1 and UCC-11) duly filed under the Uniform Commercial Code of all jurisdictions as may be necessary or, in the opinion of Banks, desirable to perfect the security interests created by, or with respect to, the Agreements and evidence such perfection, and

(ii) a copy of a letter of instructions from Senator Glenn and Borrower to the Federal Election Commission and the Secretary of the Treasury that is irrevocable without written consent of each Bank (the "Instructions"), instructing said Commission and Secretary to forward all Primary Funding directly to Agent for deposit in the Collateral Account and evidence of delivery thereof, and

(iii) evidence that all other actions necessary or, in the opinion of Banks, desirable to perfect and protect the security interests created by the Agreements have been taken;

(e) Certified copies of the resolutions of the Board of Directors of Borrower approving the Agreements and of all documents evidencing other necessary corporate action and governmental approvals, if any, with respect to the Agreements;

(f) Undertakings of Senator Glenn and William R. White ("Undertakings") in the form of Schedule 3 to the Security Agreement;

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(g) A statement of Senator Glenn, ("Candidate's Statement") in the form of Schedule 4 to the Security Agreement;

(h) The letters evidencing the personal undertakings of certain of the supporters of Senator Glenn to raise contributions to retire the Indebtedness in the event that Borrower is unable to do so through ongoing operations, together with (i) Senator Glenn's assignment thereof to Borrower and (ii) bank references of those supporters, all in form and substance satisfactory to Banks;

(i) Evidence of a policy of insurance (paid in full for one year and renewable for an additional year at no increase in premium at the sole option of Banks) insuring the life of Senator Glenn in amount not less than the initial Advance, naming Agent as beneficiary, or irrevocably assigned to Agent, and otherwise in form and on terms acceptable to Banks;

(j) A favorable opinion of Messrs. Baker and Hostetler, counsel for the Borrower, as to matters referred to in Section 5 and as to such other matters as Banks may reasonably request, in form and substance acceptable to each Bank and its counsel;

(k) Such certificates, documents, instruments and writings as Banks may reasonably request in the exercise of reasonable discretion to effect the purposes and objectives hereof.

5.2 As of the date of each Advance (including the initial Advance), the following statements shall be true and correct (and the acceptance by Borrower of the proceeds of such Advance shall be deemed to constitute a representation and warranty by Borrower that such statements are true and correct):

(a) The representations, warranties, and covenants contained in Sections 6, 7 and 8 hereof, in the Previous Loan Agreement and in Candidate's Statement (as if made by Borrower) are true and correct on and as of the date of such Advance as though made on and as of such date;

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(b) Evidence shall have been delivered to the Banks, in the manner of paragraph 5.1(i), of additional or supplemental insurance in the aggregate amount of the outstanding Indebtedness plus the requested Advance; and

(c) No event has occurred and is continuing, or would result from such Advance, which constitutes or, with the lapse of time or notice or both, could constitute a default or would constitute a default but for the requirement that notice be given or lapse of time or both.

Section 6. Warranties

Borrower represents and warrants to Banks, which representations and warranties will be true and correct at the date(s) hereof and on each Advance Date and until the satisfaction in full of the Indebtedness, and will survive (a) the execution and delivery of the Agreements and (b) until the satisfaction in full of the Indebtedness and the termination of this Loan Agreement, that

6.1 Borrower is a not-for-profit corporation duly organized, validly existing, and in good standing under the laws of the District of Columbia and has all requisite corporate power and authority to own and operate its properties, to carry on its business as now conducted and to enter into and perform this Agreement, including without limitation the execution, delivery, and performance of the Agreements;

6.2 Borrower is duly qualified or licensed and in good standing as a foreign corporation or is otherwise duly authorized to conduct its business in each jurisdiction in which the character of the properties owned or leased or the nature of the activities conducted makes such qualification or licensing necessary;

6.3 Borrower is duly established under, and is in compliance with, the Federal Campaign Act. Borrower is the sole "principal campaign committee" of Senator Glenn, within the meaning of the Federal Campaign Act and the Primary Payment Act; Borrower is eligible to receive Primary Funding, which status has been confirmed in writing by the Federal Election Commission;

6.4 The execution, delivery and performance by Borrower of the Agreements, including the Notes and Borrower's Assignment, are within Borrower's corporate powers, have been duly authorized by all necessary corporate action, and do not

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contravene (i) Borrower's charter, certificate or articles and by-laws or regulations or (ii) any law or contractual restriction binding on or affecting Borrower;

6.5 No authorization or approval or other action by, and no notice to or filing with, any governmental body is required for the due execution, delivery and performance by Borrower of the Agreements;

6.6 The Agreements and all related documents executed and/or delivered by Borrower pursuant to this Agreement will constitute valid and binding obligations of the parties thereto, fully enforceable in accordance with their provisions against each thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws affecting the rights of creditors generally and by the laws of specific performance, none of which will interfere materially with each Bank's and Agent's realization of its rights and benefits thereunder;

6.7 The Agreements, when delivered hereunder, will create or continue in Banks a valid and perfected first priority security interest in Borrower's rights to Senator Glenn's Primary Funding, securing the payment and performance of the Indebtedness and of Borrower's obligations under the Agreements, and all filings and other actions necessary to perfect such security interest will have been duly taken; Candidate's Assignment, when delivered hereunder, will constitute a legal, valid and binding assignment to Borrower of Senator Glenn's rights to Primary Funding;

6.8 The execution and delivery by Borrower and Senator Glenn of the Agreements and the performance by it and him of all its and his respective obligations thereunder will not violate or result in the breach of any term or provision of, constitute a default under, or permit the acceleration of maturity under, any governmental or judicial order, judgment or decree, or any loan agreement, note, debenture, indenture, mortgage, deed of trust or other agreement or instrument, to which Borrower or Senator Glenn is a party or by which either is bound;

6.9 There is no threatened or pending legal proceeding or governmental proceeding or action to which Borrower or Senator Glenn is a party or to which any of its or his property is subject which, either in any case or in the aggregate, could affect the ability of either to enter into the Agreements and/or to perform all their obligations fully in accordance therewith or which purports to challenge Senator Glenn's eligibility as a candidate entitled to receive Primary Funding; Borrower has complied with and is not in default in any material respect under any laws, ordinances, requirements, regulations, orders or

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decrees of any court, commission, board or other administrative body or governmental agency having jurisdiction in respect of the conduct of its business which, either in any case or in the aggregate, could affect its ability to enter into the Agreements and to perform all its obligations fully in accordance therewith;

6.10 All governmental or third party approvals, authorizations, licenses or consents required to be obtained in connection with the execution and delivery of the Agreements and the full performance of all its obligations in accordance therewith by Borrower have been duly obtained;

6.11 Borrower has timely and correctly filed all federal, state and local tax returns required to be filed by it; has paid when due all taxes of any kind or nature; has made adequate provision on its books and records for the payment of all taxes and governmental charges of any kind or nature; and has withheld from, and/or paid on behalf of services of, employees proper and accurate amounts in compliance with all applicable federal, state and local laws and regulations;

6.12 All proceeds of the Advances will be used for payment of "qualified campaign expenses" within the meaning of the Primary Payment Act;

6.13 Senator Glenn has authorized in writing those committees which may incur expenses to further his election, a copy of which authorization has been sent to the FEC;

6.14 Senator Glenn has complied with the requirements of 26 U.S.C. § 9033(a) that he agree in writing to: (a) obtain and furnish to the FEC any evidence it may request of qualified campaign expenses, (b) keep and furnish to the FEC any records, books, and other information it may request, and (c) an audit and examination by the FEC under 26 U.S.C. § 9038 and to pay any amounts required to be paid under such section;

6.15 Senator Glenn has certified to the FEC that: (a) Senator Glenn and his authorized committees will not incur qualified campaign expenses in excess of the limitations on such expenses under 26 U.S.C. § 9035, (b) Senator Glenn is seeking nomination by a political party for election to the office of President of the United States, (c) Senator Glenn has received matching contributions which, in the aggregate, exceed $5,000 in contributions from residents of at least 20 states, and (d) the aggregate of contributions certified with respect to any person under (c) does not exceed $250;

6.16 Senator Glenn is currently actively conducting campaigns in more than one state in connection with seeking nomination for election to be President of the United States, and has not received less than ten percent of the number of votes

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cast for all candidates of the same party for the same office in two consecutive primary elections;

6.17 Senator Glenn has not incurred qualified campaign expenses in excess of the expenditure limitation applicable under 2 U.S.C. § 441a;

6.18 Senator Glenn has not made expenditures (as that term is used in 26 U.S.C. § 9035) from his personal funds, or the personal funds of his immediate family, in connection with his campaign for nomination for election to the office of President in excess of, in the aggregate, $50,000;

6.19 Senator Glenn has complied with the requirements of 11 C.F.R. § 9033.1;

6.20 Senator Glenn has certified to the FEC that he is seeking nomination by a political party to the office of President in more than one state;

6.21 Senator Glenn and his authorized committee(s) have certified that they have not incurred and will not incur expenses in connection with the candidate's campaign for nomination which are in excess of the limitations under 26 U.S.C. § 9035 or 11 C.F.R. Part 9035;

6.22 Senator Glenn and his authorized committee(s) have certified that they have met the threshold contribution requirements outlined in 11 C.F.R. § 9033.2(b)(3);

6.23 Senator Glenn and his authorized committee(s) have filed with the FEC reports of receipts and expenditures as required in 2 U.S.C. § 434;

6.24 Senator Glenn has designated one or more national or state banks as a campaign depository;

6.25 Senator Glenn and his authorized committee(s) have not violated the limitations on contributions and expenditures outlined in 2 U.S.C. § 441a and 11 C.F.R. Part 110;

6.26 Senator Glenn and his authorized committee(s) have filed all other reports, documents, and schedules required or requested by the FEC;

6.27 Senator Glenn and his authorized committee(s) have met all requirements for eligibility to receive Presidential Primary Matching Funds;

6.28 The John Glenn Presidential Committee Inc. is Senator Glenn's sole "principal campaign committee" as that phrase is used in 11 C.F.R. § 9037.3 and is Senator Glenn's sole

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"authorized committee" as that phrase is used in 2 U.S.C. § 431(6);

6.29 Bank One, Columbus, N.A. (as agent) is "the depository designated" by Senator Glenn, as that phrase is used in 11 C.F.R. § 9037.3;

6.30 All statements, representations and warranties contained in the Undertakings and the Candidate's Statement are and remain true, correct and complete; and

6.31 None of the statements, representations or warranties made by Borrower or Senator Glenn in any of the Agreements, or in any document or writing delivered hereunder or in connection herewith by it or him or on its or his behalf, contains any untrue statement of any material fact or omits to state any material fact necessary to be stated in order to make the statements, representations or warranties contained herein or therein not misleading; and, at the date hereof and of each Advance, Borrower is not aware of any fact or condition which does, or with the lapse of time or notice or both could, constitute or result in any default hereunder.

Section 7. Affirmative Covenants.

Until the Indebtedness has been paid, performed and satisfied in full and the Loan Agreement is terminated:

7.1 Borrower shall comply in all material respects with all applicable laws, rules, regulations and orders;

7.2 Borrower shall furnish to Banks: (a) promptly after the filing or receiving thereof, copies of all reports and notices which Borrower files with the Federal Election Commission or which Borrower receives from such Commission; and (b) such other information respecting the condition or operations, financial or otherwise, of the Borrower as Banks may from time to time reasonably request;

7.3 Borrower shall (a) maintain public liability and other insurance consistent with the activities of its agents, its ownership of properties and as may be required by applicable law on terms and in amounts generally available and prudently commensurate with the risks attendant to and value of these activities and properties, (b) to the extent that such insurance includes policies insuring against loss of or damage to any Collateral, cause Agent to be indorsed and maintained on such policies as a named insured, (c) maintain in full force and effect the insurance described in paragraphs 5.1(i) and 5.2(b), and (d) furnish to Banks from time to time such evidence of such

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insurance as Banks may request (the receipt of which evidence shall not be deemed to constitute Banks' approval or consent);

7.4 Borrower and Senator Glenn shall comply with all requirements of the Primary Funding Act and perform all acts necessary to obtain Primary Funding with respect to the contributions received by it and him that qualify for Primary Funding;

7.5 Borrower shall expend all proceeds of the Indebtedness on "qualified campaign expenses," within the meaning of the Primary Payment Act;

7.6 Borrower shall remain Senator Glenn's sole "principal campaign committee" as that term is used in the Federal Campaign Act and the Primary Payment Act;

7.7 William R. White shall continue as an officer of Borrower and both William R. White and Geoffrey L. Zockman shall continue in active managerial participation in Borrower's financial affairs, including those affairs as relate to the Agreements;

7.8. Borrower shall submit to Agent, by the 20th of each month, a statement of financial condition as of the end of the preceding month, in form as reasonably requested by Banks;

7.9 Borrower shall be Senator Glenn's sole "principal campaign committee" as that phrase is used in 11 C.F.R. § 9037.3 and shall be Senator Glenn's sole "authorized committee" as that phrase is used in 2 U.S.C. § 431(6);

7.10 Agent shall be "the depository designated" by Senator Glenn, as that phrase is used in 11 C.F.R. § 9037.3;

7.11 Senator Glenn and his authorized committee(s), if Senator Glenn is ever declared ineligible for Presidential Primary Matching Funds, will properly value property in the net outstanding campaign obligation calculation made by the candidate pursuant to 11 C.F.R. § 9034.5; and

7.12 Senator Glenn and his authorized committee(s) will comply with the FEC Guidelines for Presentation in Good Order.

Section 8. Negative Covenants.

Until the Indebtedness has been paid, performed and satisfied in full and the Loan Agreement is terminated:

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8.1 Borrower shall neither create nor suffer to exist any assignment, lien, security interest or other charge or encumbrance, or any type of security or preferential arrangement, upon or with respect to the Collateral Account or Borrower's rights to Senator Glenn's Primary Funding, or any other of the Collateral, other than those created hereunder and under the Agreements; and

8.2 Borrower shall neither make any expenditure nor do any act that will cause, directly or indirectly, a violation of 26 U.S.C. § 9035.

Section 9. Events of Default; Enforcement of Remedies

9.1 Borrower shall be deemed to be in default hereunder in the event that

(a) Borrower or Senator Glenn should default in the payment or performance of any of the Indebtedness or in the payment or performance of any of the terms, conditions, covenants, representations or warranties herein or of any of the Agreements; or

(b) Any warranty, representation or statement made or furnished to Banks by or on behalf of Borrower or Senator Glenn in connection with the Agreements or to induce Banks to make an advancement or extend credit of any kind to Borrower should prove to have been false in any material respect when made or furnished or be or become false through passage of time or occurrence of events, or either of them; or

(c) If a petition under any chapter of Title 11 U.S.C., as amended (the "Bankruptcy Code"), or for the appointment of a receiver or a custodian (as that term is defined in the Bankruptcy Code) for all or any part of the property of Borrower should be filed or initiated by or against Borrower; or

(d) Any proceeding or judgment should be initiated or entered affecting the Collateral by which is sought to establish, attach or foreclose any lien thereon or on any part thereof, or which is deemed by Banks to affect their interests therein; or

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(e) Senator Glenn and/or Borrower should cease to be eligible for Primary Funding prior to July 15, 1984.

9.2 In the event of default, Borrower hereby irrevocably appoints Agent its true and lawful attorney, with power of substitution, for it and in its name, or in the name of Agent or otherwise, for the use and benefit of Agent but at the cost and expense of Borrower, generally to sell, assign, transfer, pledge, compromise, institute suit on, make any agreement with respect to or otherwise deal with any of the Collateral, as fully and completely as though Agent were the absolute owner thereof for all purposes. The powers conferred upon Agent by this paragraph (a) are coupled with an interest and are not revocable; (b) are solely to protect its own interest and (c) shall not impose upon Agent (i) any duties to exercise any such power(s) or (ii) any liability for any action or inaction in the absence of gross negligence or willful misconduct.

9.3 In the event of default or demand, any obligation of Banks to make any further Advances shall cease.

9.4 Immediately in the event of default in the case of any payment, and in every other case (such default continuing uncorrected or without demonstration of implemented corrective measures acceptable to Banks in its sole discretion for ten days subsequent to written notice given to Borrower by or on behalf Banks in compliance herewith) or at any time Banks in good faith believe that the prospect of payment or performance of or in respect of the Indebtedness is impaired (the facts or circumstances underlying such belief continuing uncorrected or without demonstration of implemented corrective measures acceptable to Banks in their sole discretion for ten days subsequent to written notice given to Borrower by or on behalf Banks in compliance herewith), then, or at any time thereafter, Banks may declare all the Indebtedness to be immediately due and payable, without notice or demand therefor, and shall then have all their remedies under the Agreements and all remedies of a secured party under the laws of the State of Ohio, or any other jurisdiction in which any of the Collateral may be located, or any other applicable laws. Nothing herein shall in any event be deemed to alter or amend the demand character of the Notes.

9.5 No right or remedy of Banks hereunder shall be exclusive of any other remedies herein, or in any of the Agreements or by law provided; each right or remedy shall be cumulative in addition to every other right or remedy, and, in addition, the exercise of any remedy by Banks hereunder shall not of itself constitute a recognition of a default of all provisions hereof. Moreover, a failure of Banks to insist upon a strict compliance with the terms hereof or to assert any right or remedy hereunder shall not be a waiver of any default and shall not be

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deemed to constitute a modification of the agreements of the parties hereto or the terms hereof or to establish any claim or defense.

9.6 In the event that Borrower should fail duly and promptly to perform any of the things required to be performed hereunder, Banks may, at their sole option, but without obligation to do so, immediately or at any time thereafter, perform the same for the account of Borrower without thereby waiving any default, and any amount paid or expenses or liability incurred by Banks in such performance, together with interest thereon until paid at the rate(s) specified herein, shall be payable to Banks by Borrower on demand and shall be and become part of the Indebtedness.

Section 10. The Banks and The Agent

10.1 Each Bank hereby authorizes Agent to act on its behalf to the extent herein provided, to execute the Security Agreement, and any amendments or substitutions thereof, and to exercise and execute such other powers as are reasonably incidental thereto, including the receipt of all payments of principal of and interest on the Notes, with full power and authority as attorney-in-fact for such Bank to institute and maintain against Borrower actions, suits or proceedings for the collection and enforcement of the Notes and to file such proofs of debt or other documents as may be necessary to have the claims of such Bank allowed in any proceeding relative to Borrower or its creditors or affecting its properties and to take such other action for the protection, collection and enforcement of the Notes as Agent may deem advisable, in the absence of specific instructions herein or of the Banks to the contrary. Agent shall take such action for the protection, collection and enforcement of the Notes as may be requested by the Banks. The Banks may revoke the authority of the Agent set forth in this Section 10, effective upon actual receipt of written notice by the Agent and Borrower of such revocation, and Agent may resign as such at any time upon 30 days' prior written notice to Banks and Borrower. In the event of such revocation or resignation, the Banks shall appoint a successor Agent which shall be an incorporated bank or trust company, preferably one of the Banks. If the Banks have not appointed a successor Agent at least five days prior to the effective date of such revocation or resignation, Borrower shall appoint a temporary Agent qualified hereunder to act as Agent until the Banks' appointment has been made. All expenses, including counsel fees, incurred by Agent in taking any action hereunder shall be borne, subject to Borrower's liability therefor hereunder, by the Banks ratably in accordance with their respective commitment percentages under this Agreement, and the Banks hereby agree to reimburse the Agent for all such expenses on request.

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10.2 Neither the Agent nor any of its directors, officers or employees shall be liable for any action taken or omitted in the absence of gross negligence or willful misconduct. Borrower shall certify to Agent the names and signatures of its directors authorized to sign Notes, execute certificates and otherwise act in respect hereof, and the Agent may conclusively rely thereon until receipt by it of notice to the contrary. Subject to its duty to satisfy itself as to the adequacy and scope of the documents to be delivered pursuant to Section 5 hereof, the Agent shall not be under a duty to examine or pass upon the validity, effectiveness, genuineness or value of the Agreements or any other instrument or document furnished pursuant thereto or in connection therewith, and Agent shall be entitled to assume that the same are valid, effective and genuine and what they purport to be. Agent may rely upon the opinion(s) of counsel in relation to this Agreement. The Agent may treat the payee of any Note as the holder thereof until written notice of transfer shall have been filed with it. With respect to its loans hereunder, BANK ONE shall have the same rights and powers hereunder as any Bank and may exercise the same as though it were not Agent and it and its affiliates may accept deposits from, lend money to and generally engage in any kind of business with Borrower or any Subsidiary as if it were not the Agent. However, BANK ONE represents to each Bank that (a) it will make no additional Advances under the Previous Loan Agreement (as defined therein) and (b) in its present judgment the Separate Collateral adequately secures the Separate Indebtedness.

10.3 The Banks agree to indemnify Agent (to the extent not reimbursed by Borrower) ratably according to the respective principal amounts of their commitments hereunder from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed upon, incurred by or asserted against Agent in any way relating to or arising out of this Agreement or any action taken or omitted by Agent under this Agreement provided that no Bank shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from Agent's gross negligence or willful misconduct.

10.4 If Agent acquires actual knowledge or is advised by any Bank of the existence of any default hereunder or of an event which, with the giving of notice or the lapse of time, or both, would constitute default hereunder, Agent shall promptly give notice thereof to the Banks and will take such action and assert such rights under the Agreements or the Notes as Banks shall direct. However, if the Banks entitled to so direct the Agent shall fail, for ten days after the giving of any such notice, to so direct the Agent, the Agent may take such action and assert such rights as it deems to be advisable in its

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discretion for the protection of the interests of the holders of the Notes.

10.5 Notwithstanding that Agent is acting by and for all the Banks hereunder, the following shall apply to actions taken by the Banks collectively.

(a) The following shall require written action of each and all of the Banks and no waiver of any term hereof or hereunder shall be effective against any Bank in the absence of such writing:

(i) Any increase in or extension of the time of the commitment to lend of any Bank hereunder;

(ii) Any extension of times of payment of principal or interest evidenced by the Notes, any change of the rate of interest stated therein or the ratable application to the Notes of amounts received by Agent hereunder, or any subordination of any principal or interest evidenced by the Notes;

(iii) Any change in the percentages of the Banks required to authorize the taking of any action hereunder;

(iv) Material release, subordination of the Banks' interest in, or substitution (as between major classifications) of the Collateral (however, nothing contained herein shall prevent the Agent from accepting additional collateral hereunder); and

(v) Any action specifically required herein to be taken by "all of the Banks" or by "each Bank," unless the context clearly requires otherwise.

(b) All actions herein required to be taken by "the Banks" will be taken or directed by those Banks whose commitment percentages under this Agreement aggregate at least 70 percent of the total aggregate commitment to

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make Advances hereunder. Excepting the items specified in paragraph 10.5(a), the Banks, or Agent when authorized by the Banks, may take all other collective actions of the Banks hereunder and may in writing waive the observance or performance of any covenant, condition or obligation imposed on Borrower hereby or hereunder. In the absence of written notice of a particular Bank to the contrary, for the purpose of taking actions contemplated by this paragraph 10.5(b), a Bank may give and the Agent may receive such instructions by written, telegraphic or telephonic means.

(c) All actions contemplated hereby and not within paragraphs 10.5(a) and (b) hereof, including matters of loan administration and of a technical nature, may be taken by the Agent on its own initiative, in the absence of instructions of the Banks to the contrary in any specific instance.

10.6 Each Bank represents and warrants to Borrower, Agent and the other Banks that such Bank:

(a) is receiving the Notes to be held by it for its own account for the purpose of investment and has no present intention of selling, transferring or otherwise distributing or disposing of said Notes; and

(b) is aware that the Notes have not been registered under the Securities Act of 1933 (the "Act") and cannot be sold, transferred, pledged or otherwise distributed by said Bank unless a registration statement registering the Notes under the Act has been filed with the Securities and Exchange Commission and has become effective or unless the Notes are sold or otherwise distributed in a transaction in respect of which Agent has previously received an opinion of counsel, satisfactory to Agent, stating that such registration is not required.

10.7 Each Bank hereby represents to Borrower, the Agent and the other Banks that it has entered into this Agreement as a result of its own independent assessment of Borrower's credit worthiness, including a review of such financial statements, reports and documents and an investigation of such facts and circumstances as such Bank has deemed appropriate, and that

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such Bank has not relied upon the opinions or representations of the Agent or any other Bank in making this assessment of Borrowers' credit worthiness.

10.8 No agreement herein, and specifically in this Section 10, is intended or shall be deemed to create in any Person except the Banks and Agent any claim or right, whether based on a third party beneficiary theory or otherwise.

Section 11. Miscellaneous.

11.1 This Agreement is a contract by Banks to extend financial accommodations to or for the benefit of Borrower and, without Banks' written consent which Banks may withhold under any circumstances, Borrower may not assign or in any way transfer, by operation of law or otherwise, any of this Agreement or any of Borrower's rights or obligations hereunder. Subject to the provisions hereof, Banks may assign this Agreement or any of their rights or obligations hereunder, whether for security or otherwise, without consent of or notice to Borrower. Notwithstanding the first sentence of this paragraph, however, all covenants and agreements contained in the Agreements by or on behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not.

11.2 All notices which any party shall be required or permitted to give to any other party hereunder shall be deemed to be sufficiently given on the date when sent by telegram or other electronic facsimile device which creates a record of the transmission, or on the date when delivered if by messenger, or when mailed to the other party, registered or certified mail, return receipt requested, postage prepaid, at the address listed below or to such other address as shall be furnished in writing by any party to any other party from time to time in compliance herewith.

If to Banks or Agent:	BANK ONE, COLUMBUS, N.A., Agent 100 East Broad Street Columbus, Ohio 43271 Attn: Mr. Richard D. Headley Vice President
If (and only if) to Banks by Agent:	To their respective addresses first set forth herein

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If to Borrower: JOHN GLENN PRESIDENTIAL COMMITTEE INC.
444 North Capitol Street, N.W.
Washington, D.C. 20001

Attn: Treasurer

with copy to: John Glenn Presidential Committee Inc.
444 North Capitol Street, N.W.
Washington, D.C. 20001

Attn: Geoffrey L. Hockman

and

Harlan Pomeroy, Esq.
818 Connecticut Avenue, N.W.
Washington, D.C. 20006

11.3 Any payment or performance hereunder or under the Notes stated to be due on a Saturday, Sunday or a public or bank holiday or the equivalent for banks generally under the laws of the State of Ohio (any other day being a "Business Day"), such payment may be made or performance completed on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of payment of interest.

11.4 No amendment, modification, termination, or waiver of any provision of the Agreements, and no consent to any departure by Borrower therefrom, shall in any event be effective unless the same shall be in writing and signed by the Banks, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on Borrower in any event, case or occurrence, shall of itself entitle Borrower to any other or further notice or demand in any similar or other circumstances.

11.5 All legal fees, costs or expenses including attorneys' fees incurred in connection with preparation, administration or enforcement of the Agreements, or any other instruments, documents or agreements to be delivered to Banks hereunder or in connection herewith shall be paid by Borrower to Banks upon demand.

11.6 The titles of the various sections of this Agreement are solely for convenience and are not part of the Agreement for purposes of interpreting the provisions hereof.

11.7 Unless otherwise specified, the terms "herein," "hereunder," "hereto," "herewith," and words of similar import refer to this entire agreement; the singular includes the plural, and conversely.

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11.8 Any provision hereof which becomes unenforceable by reason of the commencement of a case under the Bankruptcy Code or other proceeding for the relief of debtors shall again be valid and enforceable no later than the termination of such case or other proceeding.

11.9 All rights and obligations under this Agreement shall be construed and enforced in accordance with the local laws of the State of Ohio, except only to the extent replaced or precluded by other law of mandatory application. In any instance that any provision of this Agreement should be invalid, illegal or unenforceable under applicable law, the validity, legality or enforceability of that provision in other situations and of the remaining provisions and conditions hereof shall not be in any way affected thereby.

11.10 This written Agreement is exclusive as to its subject matter and no inconsistent oral agreement shall be binding.

11.11 Banks recognize that much of the information which is the subject matter of or which is furnished hereunder and the information which any Bank obtains from or by association with Borrower and its borrowing belongs and shall belong to Borrower and is and will be confidential. During the term of this Agreement and any extensions of it and thereafter, so long as such information remains confidential, Banks shall preserve and protect the confidentiality of such information and shall neither use (except in the performance of this Agreement) nor disclose to others such information without the express written consent of Borrower unless required to do so by appropriate order of any court, commission or administrative or legislative body or Federal or local authority having jurisdiction over such matter. No information made available or disclosed to Banks or developed by them under this Agreement shall be duplicated or furnished to another Person not party, or considering becoming a party, to this Agreement without prior written consent of Borrower. Banks will provide reasonable security for, and will exercise reasonable care consistent with the purposes hereof, to protect Borrower's information. Anything herein apparently to the contrary notwithstanding, nothing in this paragraph either shall or shall be deemed to limit Bank's (a) rights and remedies with respect to information or Collateral as set forth herein or (b) actions or inactions based upon its commercial judgment exercised to effect the objectives hereof.

11.12 AS A SPECIFICALLY BARGAINED INDUCEMENT FOR BANKS TO EXTEND CREDIT GIVING RISE TO THE INDEBTEDNESS, BORROWER HAS AGREED THAT ANY ACTION, SUIT OR PROCEEDING IN RESPECT OF OR ARISING FROM OR OUT OF THE AGREEMENTS, THEIR VALIDITY OR PERFORMANCE, AT THE SOLE OPTION OF EACH BANK, ITS SUCCESSORS AND ASSIGNS, SHALL BE INITIATED AND PROSECUTED AS TO ALL PARTIES AND

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THEIR SUCCESSORS AND ASSIGNS AT COLUMBUS, OHIO. BORROWER CONSENTS TO AND SUBMITS TO THE EXERCISE OF JURISDICTION OVER ITS PERSON BY ANY COURT SITUATED AT COLUMBUS, OHIO, AND HAVING JURISDICTION OVER THE SUBJECT MATTER AND HEREBY IRREVOCABLY APPOINTS AND DESIGNATES LOUIS A. NOBILE, JR., WHOSE ADDRESS IS 100 EAST BROAD STREET, COLUMBUS, OHIO 43271 (OR ANY OTHER PERSON WHOM A BANK OR ITS SUCCESSORS OR ASSIGNS, AFTER GIVING BORROWER FIVE DAYS WRITTEN NOTICE THEREOF, MAY APPOINT), AS ITS TRUE AND LAWFUL ATTORNEY IN FACT AND DULY AUTHORIZED AGENT FOR SERVICE OF LEGAL PROCESS AND AGREES THAT SERVICE OF SUCH PROCESS UPON SUCH PARTY SHALL CONSTITUTE PERSONAL SERVICE OF SUCH PROCESS UPON BORROWER. SUCH ATTORNEY IN FACT, WITHIN FIVE DAYS AFTER RECEIPT OF ANY SUCH PROCESS, SHALL FORWARD THE SAME, BY PERSONAL OR MESSENGER DELIVERY OR BY REGISTERED OR CERTIFIED MAIL, TOGETHER WITH ALL PAPERS AFFIXED THERETO, TO BORROWER AT BORROWER'S ADDRESS AS SET FORTH HEREIN.

11.13. Nothing herein shall obligate Borrower to borrow or effect any other financing through Bank or preclude Borrower from obtaining financing or credit from some other source, provided, that the Indebtedness has been satisfied in full and the Loan Agreement has been terminated.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective duly authorized officers as of the 8th day of February, 1984.

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JOHN GLENN PRESIDENTIAL COMMITTEE INC.

By: [signature]

Title: Vice President

BANK ONE, COLUMBUS, N.A.

By: [signature]

Title: Vice President

BANCOHIO NATIONAL BANK

By: [signature]

Title: Vice President

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THE HUNTINGTON NATIONAL BANK

By: _____

Title: Vice President

AMERITRUST COMPANY NATIONAL ASSOCIATION

By: _____

Title: _____

BANK ONE, COLUMBUS, N.A., AGENT

By: _____

Title: Vice President

9404353395

BANK ONE

September 30, 1992

BANK ONE, COLUMBUS, NA
Managed Assets Division
100 East Broad Street
Columbus, Ohio 43271-0145
614 248-5500

Mike Petro
Center for National Policy
317 Massachusetts Avenue NE
3rd Floor
Washington, D.C. 20002

via fax: 202-546-5789

Re: John Glenn Presidential Committee Loan

Dear Mr. Pertro:

In response to your request and with the approval of Senator Glenn's local campaign office, the following information regarding the John Glenn Presidential Committee loan is provided:

Outstanding principal balance:	$1,164,813.12
Unpaid Accrued Interest	+ 898,049.36
Payoff as of 9-30-92	$2,062,862.48

The per diem interest of $226.49 is calculated on the outstanding principal balance at seven percent (7.0%).

Following is the calculation for the unpaid accrued interest for the third quarter, 1992:

Unpaid Accrued Interest as of 9-30-92	$898,049.36
Unpaid Accrued Interest as of 6-29-92	-876,920.95
Unpaid Accrued Interest for the 3rd 1/4, 1992	$ 21,128.41

The information pertaining to the checking account will be forwarded to you under separate cover.

Should you have any questions pertaining to the contents of this letter, or need further information, please call.

Sincerely,

Trent R. Millison

Trent R. Millison
Commercial Loan Workout Officer
Managed Assets Division

cc: Richard Shore, Esquire
via fax: 202-662-6291

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BANK ONE

BANK ONE, COLUMBUS, NA
Managed Assets Division
100 East Broad Street
Columbus, Ohio 43271-0145
614 248-5500

October 5, 1992

Mike Petro
Center for National Policy
317 Massachusetts Avenue, NE
3rd Floor
Washington, D.C. 20002

via fax 202-546-5789

Re: Interest Paid on the John Glenn Presidential loan

Dear Mr. Petro:

Per your request, following is a summary of the interest paid on the John Glenn Presidential loan since its origination in 1984:

Interest Paid in 1984	$224,728.20
Interest Paid in 1985	+ 195,356.24
Total Interest Paid	$420,084.44

The following is a summary of the principal payments made since the loan origination:

Principal payments in 1984	$25,000.00
" " " 1986	83,186.88
" " " 1987	677,000.00
" " " 1989	50,000.00
Total Principal Payments	$835,186.88

Should you have any questions pertaining to the contents of this letter or need further information, you can reach me at 614-248-6263.

Sincerely,

Trent R. Millison

Trent R. Millison
Commercial Loan Workout Officer
Managed Asset Division

cc: Dale Butland, via fax 614-469-7733

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JOHN GLENN
United States Senator

March 2, 1989

Mr. Louis A. Nobile
Senior Vice President, Bank One
100 East Broad Street
Columbus, Ohio 43271-0121

Dear Lou:

Please accept my apologies for the delay in getting in touch with you regarding Senator Glenn's plans to reorganize his fundraising activities. However, as you know, I must address my duties to the Senate office during the regular workday -- which more often than not takes me into the evening hours.

On January 25, Senator Glenn asked a small group of his friends and supporters (which included five of the original so-called "comfort letter signers") to meet with him to discuss both debt-retirement and 1992 reelection fundraising. That group included the following people:

Mr. Robert Farmer
Mr. Harry Jacobs
Mr. Jack Kessler
Mr. Fred Rzepka
Mr. Robert Samuels
Mr. Paul Tipps
Ambassador Milton A. Wolf

The meeting agenda included discussions about traditional fundraising activities and possible legislative remedies. The attidude of all those attending the meeting was optimistic about 1992 fundraising activities, and realistic about debt retirement. But, even though it was felt that debt retirement would be difficult, each of those attending the meeting expressed a willingness to do everything within their power to see to the elimination of the debt.

9404353398

202 E Street, NE, Washington, DC 20002

MEMORANDUM

TO: MARY JANE VENO

FR: MICHAEL J. PETRO

DT: FEBRUARY 27, 1989

RE: 1989 FINANCE DIRECTOR'S BUDGET

I. OVERALL EXPENDITURES

SALARY PER YEAR 1989= $50,000.00
OFFICE EXPENSES PER MONTH= $250.00
PERSONAL INSURANCE PER MONTH= $92.00
EVENTS BUDGET/INVITES POSTAGE ETC.= $24,010.00

II. MONTHLY/YEARLY BREAKDOWN

SALARY PER MONTH= $4167.00 X 10 MONTHS =	$41,670.00
OFFICE EXPENSES PER MONTH= $250.00 X 10 MONTHS =	$2,500.00
INSURANCE PER MONTH= $92.00.00 X 10 MONTHS =	$920.00
EVENTS BUDGET FOR 10 MONTHS=	$24,910.00
TOTAL=	$70,000.00

III. COMMITTEE BREAKDOWN

PRESIDENTIAL = $35,000.00
SENATORIAL = $35,000.00

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BANK ONE

BANK ONE, COLUMBUS, NA
Columbus, Ohio 43271

March 13, 1989

Ms. Mary Jane Vano
Senator John Glenn's Office
202 E Street, NE
Washington, DC 20002

Dear Mary Jane:

Thank you for your telephone call on Friday, March 10, 1989. In accordance with your instructions, we have charged the Presidential Committee account (#10-0802-0) $50,000 to be used as a reduction of principal on the Committee's bank loans. We have forwarded to each syndicate member their $12,500 share. According to our records, this reduces the principal balance to $1,164,813.12 or $291,203.28 per bank.

We look forward to seeing you and the Senator at our Banker's meeting in mid-April.

Sincerely,

Louis A. Mobile
Senior Vice President

LAM/rew

encl.

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BANK ONE

BANK ONE, COLUMBUS, NA
Columbus, Ohio 43271

March 13, 1989

Pres. Acct.
50,000

Ms. Mary Jane Veño
Senator John Glenn's Office
202 E Street, NE
Washington, DC 20002

Dear Mary Jane:

Thank you for your telephone call on Friday, March 10, 1989. In accordance with your instructions, we have charged the Presidential Committee account (#10-0802-0) $50,000 to be used as a reduction of principal on the Committee's bank loans. We have forwarded to each syndicate member their $12,500 share. According to our records, this reduces the principal balance to $1,164,813.12 or $291,203.28 per bank.

We look forward to seeing you and the Senator at our Banker's meeting in mid-April.

Sincerely,

Louis A. Nobile
Senior Vice President

LAN/rew

encl.

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BANK ONE

BANK ONE, COLUMBUS, NA
100 East Broad Street
Columbus, Ohio 43271

November 21, 1989

Michael J. Petro
Senator John H. Glenn Presidential Committee
503 Hart Senate Building
Washington, D.C. 20510

Dear Mr. Petro:

Attached please find the assignment of life insurance we discussed on the telephone last week. This document needs to be signed by both Senator Glenn and the John Glenn Presidential Committee. The execution of the assignment by the John Glenn Presidential Committee must be notarized. Upon execution, please return the assignment to me and I will forward it to Manufacturers Life Insurance Company for acknowledgment.

I am looking forward to receiving your summary of fund raising efforts and a copy of the quarterly Federal Election Committee report. The bank group is anxiously awaiting a status report.

Thank you for your assistance in these matters.

Sincerely,

BANK ONE, COLUMBUS, NA

David A. Kirkley

David A. Kirkley
Senior Loan Officer
Risk Management

DAK/tmb

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BANK ONE.

Assignment of life insurance policy as collateral

A. For value received the undersigned hereby assign, transfer and set over to BANK ONE, COLUMBUS, NA, Agent
100 East Broad Street Columbus, Ohio 43271
its successors and assigns (hereinafter "Assignee") Policy No. 4036669-2
Manufacturers Life Insurance Company
(hereinafter "Insurer") , 3 any supplementary contracts issued in connection therewith (said policy and contracts being hereinafter called "Policy")
upon the life of John H. Glenn U.S. Senate 503 Hart Building
Washington, D.C. 20510 and all claims, options, privileges, rights, title and interest therein
and thereunder (except as provided in Paragraph C hereof), subject to all the terms and conditions of the Policy and to all superior liens, if any, which the insurer may have against the Policy. The undersigned by this instrument jointly and severally agree and the Assignee by the acceptance of this assignment agrees to the conditions and provisions herein set forth.

B. It is expressly agreed that, without detracting from the generality of the foregoing, the following specific rights are included in this assignment and pass by virtue hereof:
1. The sole right to collect from the insurer the net proceeds of the Policy when it becomes a claim by death or maturity.
2. The sole right to surrender the Policy and receive the surrender value thereof at any time provided by the terms of the Policy and at such other times as the insurer may allow.
3. The sole right to obtain one or more loans or advances on the Policy, either from the insurer or, at any time, from other persons, and to pledge or assign the Policy as security for such loans or advances.
4. The sole right to collect and receive all distributions or shares of surplus, dividend deposits or additions to the Policy now or hereafter made or apportioned thereto, and to exercise any and all options contained in the Policy with respect thereto, provided, that unless and until the Assignee shall notify the insurer in writing to the contrary, the distributions or shares of surplus, dividend deposits and additions shall continue on the plan in force at the time of this assignment; and
5. The sole right to exercise all nonforfeiture rights permitted by the terms of the Policy or allowed by the insurer and to receive all benefits and advantages derived therefrom.

C. It is expressly agreed that the following specific rights, so long as the Policy has not been surrendered, are reserved and excluded from this assignment and do not pass by virtue hereof:
1. The right to collect from the insurer any disability benefit payable in cash that does not reduce the amount of insurance.
2. The right to designate and change the beneficiary.
3. The right to elect any optional mode of settlement permitted by the Policy or allowed by the insurer.
but the reservation of these rights shall in no way impair the right of the Assignee to surrender the Policy completely with all its incidents; impair any other right of the Assignee hereunder; and any designation or change of beneficiary or election of a mode of settlement shall be made subject to this assignment and to the rights of the Assignee hereunder.

D. This assignment is made and the Policy is to be held as collateral security for any and all liabilities of the undersigned, or any of them, to the Assignee, either now existing or that may hereafter arise in the ordinary course of business between any of the undersigned and the Assignee (all which liabilities secured or to become secured are herein called "Liabilities").

E. The Assignee covenants and agrees with the undersigned, as follows:
1. That any balance(s) of sums received hereunder from the insurer remaining after payment of the then existing Liabilities, matured or unmatured, shall be paid by the Assignee to the persons entitled thereto under the terms (if the Policy had this assignment not been executed.
2. That the Assignee will not exercise either the right to surrender the Policy or (except for the purpose of paying premiums) the right to obtain policy loans from the Insurer, until there has been default in any of the Liabilities or a failure to pay any premium when due, nor until twenty days after the Assignee) shall have mailed, by first-class mail, to the undersigned at the addresses last supplied in writing (to the Assignee specifically referring) to this assignment, notice of intention to exercise such right; and
3. That the Assignee will upon request forward without unreasonable delay to the insurer the Policy for endorsement of any designation, change of beneficiary (or any election of an optional mode of settlement.

F. The insurer is hereby authorized to recognize the Assignee's claims to rights hereunder without investigating the reason for any action taken by the Assignee, or the validity or the amount of the Liabilities, or the existence of any default thereon, or the giving of any notice under Paragraph E (2) above or otherwise, or the application to be made by the Assignee of any amounts to be paid to the Assignee. The sole signature of the Assignee shall be sufficient for the exercise of any rights under the Policy assigned hereby and the sole receipt of the Assignee for any sums received shall be a full discharge and release therefor to the insurer. Checks for all or any part of the sums payable under the Policy and assigned hereby shall be drawn to the exclusive order of the Assignee(s) if, when, and in such amounts as may be requested by the Assignee.

G. The Assignee shall be under no obligation to pay any premium, or the principal of or interest on any loans or advances on the Policy whether or not obtained by the Assignee, or any other charges on the Policy, but any such amounts so paid by the Assignee from its own funds shall become a part of the Liabilities hereby secured, shall be due immediately, and shall draw interest at a rate fixed by the Assignee from time to time not exceeding 15% per annum.

H. The exercise of any right, option, privilege or power given herein to the Assignee shall be at the option of the Assignee, but (except as restricted by Paragraph E (2) above) the Assignee may exercise any such right, option, privilege or power without notice to, or assent by, or affecting the liability of, or releasing any interest hereby assigned by the undersigned, or any of them.

I. The Assignee may take or release other security, may release any party primarily or secondarily liable for any of the Liabilities, may grant extensions, renewals or indulgences with respect to the Liabilities, or may apply to the Liabilities in such order as the Assignee shall determine, the proceeds of the Policy hereby assigned or any amount received on account of the Policy by the exercise of any right permitted under this assignment, without resorting or regard to other security.

J. In the event of any conflict between the provisions of this assignment and provisions of the Policy or other evidence of any liability, with respect to the Policy or rights of collateral security therein, the provisions of this assignment shall prevail.

K. Each of the undersigned declares that no proceedings of bankruptcy are pending against him and that his property is not subject to any assignment for the benefit of creditors.

L. All amounts payable to the Assignee shall be paid in a single sum, and any portion of the proceeds payable under any policy settlement option as retirement income shall be reduced by the amount so paid.

Signed and sealed this January day of 2672 to 12

Mary Jane Ferns
Witness

Mary Jane Ferns
Witness

Owner: John Glenn Presidential Committee, Inc.
by: Michael J. Pitts
Street/City/State: 2715 M Street N.W., Suite 300,
Washington, D.C. 20007
John H. Glenn
Street/City/State: U.S. Senate 530 Hart Building
Washington, D.C. 20510
BENEFICIARY: BANK ONE, COLUMBUS, NA, Agent
by: 0000040
Street/City/State: 100 East Broad Street, Columbus, Ohio 43271

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CONTENT REVIEWED AND DETERMINED TO BE CURRENT BY THE INSURANCE AND PROTECTION DIVISION OF THE AMERICAN BANKERS ASSOCIATION 1979

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

CONTENT REVIEWED AND DETERMINED TO BE CURRENT BY THE INSURANCE AND PROTECTION DIVISION OF THE AMERICAN BANKERS ASSOCIATION 1979

On the _____ day of _____ 19____ before me personally came _____ to me known to be the individual _____ described in and who executed the assignment on the reverse side hereof and acknowledged to me that _____ he _____ executed the same

_____
Notary Public

My commission expires _____

CORPORATE ACKNOWLEDGMENT

STATE OF Washington, DC }
COUNTY OF _____ } ss

On the 26th day of January 1990 before me personally came Michael J. Petro _____ who being by me duly sworn, did depose and say that he resides in Arlington, Virginia that he is the Treasurer of John Glenn Presidential Committee the corporation described in and which executed the assignment on the reverse side hereof, that he knows the seal of said corporation, that the seal affixed to said assignment is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order

Wanda M. Burt
Notary Public

My commission expires 1/14/92

******

(Duplicate) received and filed at the home office of the Insurer this _____ day of _____, 19____

_____

By _____
Authorized Officer

NOTE: When executed by a corporation, the corporate seal should be affixed and there should be attached to this assignment a certified copy of the resolution of the Board of Directors authorizing the signing officer to execute and deliver the assignment on the notary and on behalf of the corporation

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TO: Bank Representatives

FR: Michael Petro, John Glenn Presidential Committee, Inc. MP

DT: November 27, 1989

RE: JGPC Fundraising

Attached you will find our last FEC report that was filed in October of this year.

Unfortunately, our fundraising has slowed down over the last few months. Other events along with a busy Senate calendar has slowed our plans a bit. However, this does not diminish our commitment to Presidential debt retirement. Now that the Senate is in recess we will be able to spend more time on the phone raising money.

I am very interested in making a trip to Columbus after the first of the year to discuss at length our long ranged fundraising goals. I will be in touch with you to make the necessary plans for such a visit.

Thanks for your patience.

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Glenn debt still grows

B-1

• Nearly $600,000 in added interest shows on report to Federal Election Commission; penalties possible; problem is hangover from 1984 presidential effort

7-23-91

BY MICHAEL [illegible]
[illegible] Bureau
Washington Corr.

Tick, tick, another half a million dollars in flies. John Glenn's 1984 presidential campaign debt.

It's not that the Ohio Democrat owes that much more now than he did last year.

It's just that for seven years Glenn failed to report — as a Federal Election Commission spokesman said he was supposed to — the interest due on $7 million he borrowed from four Ohio banks for the 1984 campaign.

The interest — $601,135.64 — showed up for the first time in the report made available last week at the Federal Election Commission. The report covers April 1 through June 30.

Allegedly, Glenn still owes $2,759,353.33, but slightly less than the $3,361,488 he reported owing at the end of 1984.

Plus the interest, Glenn owes $1,704,013.00 on the principal and $1,055,502.51 for postal costs, rented cars and other goods and services in the campaign, according to the most recent report.

FEC spokesman Fred Eiland declined to discuss Glenn's case but said campaign finance reports are supposed to show interest on loans, as well as the principal. E

See DEBT, Page B2

DEBT

• Presidential campaign burden still grows from unpaid interest on loans

Continued from Page B1

the FEC failure violation of law, it said that a penalty of $5,000 or the amount of the violation, Eiland said, in Glenn's case, the penalty violation was [illegible].

Glenn spokesman John Bullard said a lawyer he wouldn't identify had assured the Glenn campaign that no violation had occurred. "That was just an honest mistake," Bullard said of the omission of the interest.

Political scientist Gaston Mitchell, a campaign finance expert, said that if the mistake was inadvertent, the FEC probably wouldn't initiate an investigation.

"The FEC is not known for its strong enforcement," said Mitchell, assistant professor of political science at American University in Washington, "and not the most aggressive agency in the world."

Eiland said he agreed with Glenn's claim that the FEC was asked the campaign about the interest.

Bullard said the campaign committee recently asked the FEC whether the interest should be listed. An FEC spokesman said it should be, Bullard said.

Glenn has paid no interest on the loans since February 1984, Bullard said. The interest has been accumulating at [illegible] $7,705 a month. The banks — Huntington National Bank, Bank One and Bank One of Columbus and Southwest of Cleveland — lent the campaign the money at the prime lending rate plus 2 percent. The prime rate — the rate banks charge their best customers — is now 8.5 percent.

Before February 1984, Glenn had paid nearly $[illegible] in interest, Bullard said. Of the nearly $[illegible] in principal Glenn has paid, about $770,000 was from leftover contributions from his 1986 Senate re-election campaign.

Glenn's other $6 million debt was delayed by his 1984 campaign and due to the Senate investigation into Glenn's relationship with savings and loan operator Charles F. Keating and his brother, Richard Keating, Glenn been raising money.

Glenn has said on a number of occasions he would rather run for a sixth term than ask Ohioans for money, Bullard has said.

Glenn has raised no money this year to retire the 1984 debt. Most of the fund-raising efforts this year are supposed to be devoted to the campaign for re-election to a fourth term.

Glenn's last Senate campaign finance report showed him with just $[illegible], a fraction of the more than $8 million that Sen. Howard Metzenbaum, D-Ohio, and Republican George Voinovich each spent in their 1988 Senate race.

The loans for $2 million have been controversial over when they were made. In 1987, Glenn paid $4,000 as part of an out-of-court agreement that avoided a federal court trial over FEC charges that

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• cost of campaign / out of pressure

• FEC response
• Feb 20 hearing

BANK LOAN REPAYMENT PLAN

The John Glenn Presidential Committee (the "Presidential Committee") currently owes approximately $2 million to Bank One, Banc Ohio, Ameritrust and Huntington Bank. This memorandum sets forth the Presidential Committee's plan for reducing this debt by $1 million by June 30, 1987. A second memorandum will be submitted by May 31, 1987 to detail the Presidential Committee's plan for reducing the debt by an additional $500,000 by December 31, 1987. The Presidential Committee's plan for eliminating the remainder of the debt during 1988 will be provided in a third memorandum to be submitted by November 30, 1987.

Senator Glenn adheres to his firm personal commitment that the Presidential Committee will repay the money borrowed from the banks for his campaign for the Presidency. Recently re-elected to the U.S. Senate by a landslide margin, Senator Glenn is now a senior member of the Senate and the influential chairman of the Senate Committee on Governmental Affairs. Recognizing the rising stature of Senator Glenn, a small group of prominent Ohioans and others have formed a steering committee to lead the effort to ~~reduce~~ the presidential campaign debt. The work of the Presidential Committee and the steering committee will be supported by an expanded political outreach operation. ~~to be discussed in a separate memorandum~~.

Senator Glenn has already made substantial progress toward the goal of reducing the debt to the banks by $1 million by June 30, 1987. During his 1986 campaign for re-election to the Senate, Senator Glenn and the Senator John Glenn Committee (the "Senate Committee") raised well over $2 million, of which $800,000 remained unspent as of Election Day. The Senate Committee saved this $800,000 by running the lowest cost campaign of any incumbent Senator winning re-election in 1986. In fact, USA Today reports that the Senate Committee spent only a fraction of the money spent by the next lowest cost winning Senate campaign for each vote won last November. The $800,000 was reduced recently by $75,000 pursuant to an order of the Federal Election Commission (the "FEC") to repay money spent by the Presidential Committee in excess of the state-by-state campaign spending limits.

The Senate Committee has filed an advisory opinion request with the FEC to seek prior approval from the FEC to transfer the Senate Committee's remaining $725,000 in surplus funds to the Presidential Committee. The Senate Committee's research indicates that such approval should be forthcoming. FEC rules require the FEC to respond to the request by the third week in March. Upon obtaining approval of its advisory opinion request, the Senate Committee will transfer the $725,000 to the Presidential Committee.

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The Presidential Committee plans through general fundraising to increase this $725,000 by an additional $325,000 by June 30, 1987. The $325,000 is to be raised as follows:

Special Events

Place	Date	Format	Sponsor	Amount
D.C.	3/2/87	Dinner	John & Annie Glenn	$10,000
D.C.	3/5/87	Dinner	John & Annie Glenn	$10,000
Houston	March	Cocktails	Bill Wright	$35,000
Dallas	April	Cocktails	Bob Greenberg	$40,000
Ohio	April	Reception	Ohio Steering Committee	$100,000
D.C.	April	Dinner	John & Annie Glenn	$10,000
D.C.	May	Dinner	John & Annie Glenn	$10,000
D.C.	June	Dinner	John & Annie Glenn	$10,000

Special Events Total = $225,000

Direct Solicitations

Telephone and mail contacts by Senator Glenn, his Steering Committee, the comfort letter signers and others.

Direct Solicitations Total = $100,000

Thus, general fundraising is projected to add $325,000 to the presidential debt reduction effort by June 30, 1987. All amounts projected are net of fundraising costs. The funds raised will be deposited with the Presidential Committee.

The Presidential Committee plans to spend approximately $25,000 on operating expenses through June 30, 1987 and to retain an additional $25,000 in its account at that time for unexpected contingencies. As a result, by June 30, 1987, the Presidential Committee will raise $1,050,000 ($725,000 surplus, $325,000 general fundraising), and after spending $25,000 (for operating costs) and retaining $25,000 (for unexpected contingencies), have $1 million remaining to reduce the debt to the banks.

9404353408

BANK ONE, COLUMBUS, NA
Columbus Ohio 43271

March 13, 1989

Ms. Mary Jane Veno
Senator John Glenn's Office
202 E Street, NE
Washington, DC 20002

Dear Mary Jane:

Thank you for your telephone call on Friday, March 10, 1989. In accordance with your instructions, we have charged the Presidential Committee account (#10-0802-0) $50,000 to be used as a reduction of principal on the Committee's bank loans. We have forwarded to each syndicate member their $12,500 share. According to our records, this reduces the principal balance to $1,164,813.12 or $291,203.28 per bank.

We look forward to seeing you and the Senator at our Banker's meeting in mid-April.

Sincerely,

Louis A. Mobile
Senior Vice President

LAM/rew

encl

9404353540 9

9 4 0 4 3 5 3 5 . 4 1 0

BANK ONE

Advice of Charge (Debit)

Date	Account number	Branch or Department	Dollars	Cents
	[illegible]	[illegible]	[illegible]	[illegible]

Today we have charged your account as described below:

[illegible] for Commercial Loan Payments.

To [illegible] Presidential Committee, Inc.

[illegible]

Authorized Signature

BANK ONE is an affiliate of BANC ONE CORPORATION, Columbus, Ohio

0000047

John Glenn

March 18, 1987

CONFIDENTIAL

Mr. Robert H. Potts
Chairman
Bank One, Columbus, NA
100 East Broad Street
Columbus, Ohio 43271-0121

Dear Bob:

Please excuse the delay in responding to your letter of February 5.

As you may know, I have specifically directed Mary Jane Veno to take a more significant role in helping the Presidential Committee achieve its goal of retiring all of its debt obligations. She brings unusual skills and drive to this effort. In addition, a revised debt retirement plan is in your bank's possession detailing our activities for the next few months to reduce the loan balance.

Bob, you know that I appreciate your efforts as the lead bank to make the first commitment to extend financing to the Presidential Committee, both originally in 1983 and later in February of 1984 when time was so critical. You called our situation to the attention of the other banks and made them aware of the time pressure faced by the Presidential Committee. Certainly this prompt commencement of each bank's independent appraisal of our loan application was a necessary element to the loan from our point of view. I am not insensitive to your role as a catalyst in expediting early consideration of our loan applications by the other banks or to the Committee's obligations to all the banks.

The Presidential Committee is actively pursuing various fund raising programs at the present time. From these and other sources we expect to make a substantial payment and reduction of the bank loan this year. I remain committed to seeing that our campaign debts are liquidated and I am optimistic about our ability to do so.

Best regards.

Sincerely,

John

John Glenn
United States Senator

JG/mjvm

Suite 210, 236 Massachusetts Avenue, NE, Washington, DC 20002, (202) 675-6440
Authorized and paid for by the SENATOR JOHN GLENN COMMITTEE, William J. Brown, Treasurer

9404353541 1

BANK ONE

Robert H. Potts
Chairman

BANK ONE, COLUMBUS, NA
100 East Broad Street
Columbus, Ohio 43271-0121
614 463-5992

February 5, 1987

The Honorable John Glenn
United States Senator
Hart Senate Office Building
Room 503
Washington, D.C. 20510

Dear John:

No doubt you have reviewed the most recent correspondence dated December 22 and January 13, between my associate Rick Headley, in behalf of the four lending banks, and Bill White for the John Glenn Presidential Committee, Inc. The "business as usual" aura continues to be my impression of your attitude toward your debt obligation to the banks.

I say your because of the statement made by you, with furvor, when we had our conversation in my office a few years ago, that this was a debt of honor and would be treated accordingly.

John, there is no question in my mind that you have agonized over this, but either pride or indifference, or pre-occupation with other matters has, in my opinion, prevented you from taking the steps necessary to repay this obligation. The suggestion that you appeal to Tip O'Neil apparently fell on deaf ears and with the exception of Jack Kessler, I don't know of any comfort writer who has made a concerted effort.

What exacerbates my feeling in this matter is that at your request I convinced the other three banks to participate without which urging there would have been no loan.

John, I am, again, calling on you to give this matter the commitment it deserves.

Sincerely,

Bob

RHP:sas

9404355412

9 4 0 4 3 5 3 9 4 1 3

BANK ONE

BANK ONE, COLUMBUS, NA
Columbus, Ohio 43271

PRESORTED
FIRST-CLASS

COLUMBUS OHIO FEB-5'87

U.S. POSTAGE
0.18

The Honorable John Glenn
United States Senator
Hart Senate Office Building
Room 503
Washington, D.C. 20510

0000050

JOHN GLENN
United States Senator

This is for your file

MB

March 2, 1989

Mr. Louis A. Nobile
Senior Vice President, Bank One
100 East Broad Street
Columbus, Ohio 43271-0121

Dear Lou:

Please accept my apologies for the delay in getting in touch with you regarding Senator Glenn's plans to reorganize his fundraising activities. However, as you know, I must address my duties to the Senate office during the regular workday -- which more often than not takes me into the evening hours.

On January 25, Senator Glenn asked a small group of his friends and supporters (which included five of the original so-called "comfort letter signers") to meet with him to discuss both debt-retirement and 1992 reelection fundraising. That group included the following people:

Mr. Robert Farmer
Mr. Harry Jacobs
Mr. Jack Kessler
Mr. Fred Rzepka
Mr. Robert Samuels
Mr. Paul Tipps
Ambassador Milton A. Wolf

The meeting agenda included discussions about traditional fundraising activities and possible legislative remedies. The attidude of all those attending the meeting was optimistic about 1992 fundraising activities, and realistic about debt retirement. But, even though it was felt that debt retirement would be difficult, each of those attending the meeting expressed a willingness to do everything within their power to see to the elimination of the debt.

9 4 0 4 3 5 3 5 4 1 4

202 E Street, NE, Washington, DC 20002
Authorized and paid for by the JOHN GLENN PRESIDENTIAL COMMITTEE, INC.

0000051

MEMORANDUM

TO: MARY JANE VENO

FR: MICHAEL J. PETRO

DT: FEBRUARY 27, 1989

RE: 1989 FINANCE DIRECTOR'S BUDGET

I. OVERALL EXPENDITURES

SALARY PER YEAR 1989= $50,000.00
OFFICE EXPENSES PER MONTH= $250.00
PERSONAL INSURANCE PER MONTH= $92.00
EVENTS BUDGET/INVITES POSTAGE ETC.= $24,010.00

II. MONTHLY/YEARLY BREAKDOWN

SALARY PER MONTH= $4167.00 X 10 MONTHS =	$41,670.00
OFFICE EXPENSES PER MONTH= $250.00 X 10 MONTHS =	$2,500.00
INSURANCE PER MONTH= $92.00.00 X 10 MONTHS =	$920.00
EVENTS BUDGET FOR 10 MONTHS=	$24,910.00
TOTAL=	$70,000.00

III. COMMITTEE BREAKDOWN

PRESIDENTIAL = $35,000.00
SENATORIAL = $35,000.00

9404355415

John Glenn

April 17, 1987

Mr. Richard D. Headley
Vice President
Bank One, Columbus, NA
100 East Broad Street
Columbus, Ohio 43271-1048

Dear Rick:

I have enclosed a check for three hundred thirty thousand dollars ($330,000.00) payable to Bank One, Columbus, NA from the John Glenn Presidential Committee, Inc. as payment toward loans owed by the Committee. Please disburse equal payments to each of the four lending agents.

If you have any questions, please call Mary Jane Veno at 202-224-6684.

Sincerely,

John Glenn

John Glenn
United States Senator

Enclosure

$25,000 4/13

cc: Robert C. McAlister
Baker & Hostetler
65 East State Street
Columbus, Ohio 43215

9404353541 6

CARB-OUT

6422

JOHN GLENN
PRESIDENTIAL COMMITTEE INC.
444 NORTH CAPITOL ST., NW., SUITE 407
WASHINGTON, D. C. 20001

APRIL 17, 87

25-3/440

PAY TO THE ORDER OF BANK ONE, COLUMBUS, NA $330,000.00

********** Three hundred thirty thousand and no/100 ********DOLLARS

BANK ONE.
BANK ONE, COLUMBUS, NA
Columbus, OHIO 43271

⑈00006422⑈ ⑆044000037⑆ 10⑈08020⑈

JOHN GLENN
PRESIDENTIAL COMMITTEE INC.

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW.
IF NOT CORRECT PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED.

DELUXE - FORM DVC-3 V-7

4/17/87 Loan Payment

9404353541 7

0000056

BANK LOAN REPAYMENT PLAN

The John Glenn Presidential Committee Inc. (the "Presidential Committee") currently owes approximately $2 million to Bank One, Banc Ohio, Ameritrust and Huntington Bank. This memorandum sets forth the Presidential Committee's plan for reducing this debt by $1 million by June 30, 1987. A second memorandum will be submitted by May 31, 1987 to detail the Presidential Committee's plan for reducing the debt by an additional $500,000 by December 31, 1987. The Presidential Committee's plan for eliminating the remainder of the debt during 1988 will be provided in a third memorandum to be submitted by November 30, 1987.

Senator Glenn adheres to his firm personal commitment that the Presidential Committee will repay the money borrowed from the banks for his campaign for the Presidency. Recently re-elected to the U.S. Senate by a landslide margin, Senator Glenn is now a senior member of the Senate and the influential chairman of the Senate Committee on Governmental Affairs.

Recognizing the rising stature of Senator Glenn, a group of prominent Ohioans and others have formed a steering committee to lead the effort to retire the presidential campaign debt. This steering committee will be led by Senator Glenn and the comfort letter signers for the bank loan, including Jack Kessler, Milton Wolf, and Harry Jacobs. The steering committee is committed to raising funds for retiring the debt by sponsoring special events and undertaking direct telephone and mail solicitations. The work of the Presidential Committee and the steering committee will be supported by an expanded political outreach operation.

Senator Glenn has already made substantial progress toward the goal of reducing the debt to the banks by $1 million by June 30, 1987. During his 1986 campaign for re-election to the Senate, Senator Glenn and the Senator John Glenn Committee (the "Senate Committee") raised well over $2 million, of which $800,000 remained unspent as of Election Day. The Senate Committee saved this $800,000 by running the lowest cost campaign of any incumbent Senator winning re-election in 1986. In fact, USA Today reports that the Senate Committee spent only a fraction of the money spent by the next lowest cost winning Senate campaign for each vote won last November.

The $800,000 was reduced recently by $75,000 pursuant to an order of the Federal Election Commission (the "FEC") to repay money spent by the Presidential Committee in excess of the 1984 state-by-state campaign spending limits. However, this FEC order has been appealed in the federal courts, and if the FEC order is overturned, the $75,000, which is being held in escrow by the FEC, will be returned to the Senate Committee. Oral argument of the appeal is set for February 20, 1987. This memorandum will conservatively assume that the money will not be returned, in any event, prior to June 30, 1987, the date through which this memorandum covers.

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The Senate Committee has moved to transfer the Senate Committee's remaining $725,000 in surplus funds to the Presidential Committee. On February 16, 1987, the Senate Committee filed an advisory opinion request with the FEC to seek prior approval from the FEC to transfer the surplus funds. The Senate Committee's research indicates that such approval should be forthcoming. FEC rules require the FEC to respond to the request by the third week in March. Upon obtaining approval of its advisory opinion request, the Senate Committee will transfer the $725,000 to the Presidential Committee.

The Presidential Committee plans through general fundraising to increase this $725,000 by an additional $325,000 by June 30, 1987. The $325,000 is to be raised as follows:

Special Events

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D.C.	April	Dinner	John & Annie Glenn	$10,000
D.C.	May	Dinner	John & Annie Glenn	$10,000
D.C.	June	Dinner	John & Annie Glenn	$10,000

Special Events Total = $225,000

Direct Solicitations

Telephone and mail contacts by Senator Glenn, his Steering Committee, including the bank loan comfort letter signers, and others. Lists for these solicitations are being compiled.

Direct Solicitations Total = $100,000

9404355419

~~Thus, general fundraising is anticipated to add $325,000 to the presidential debt reduction effort by June 30, 1987.~~ All amounts projected are net of fundraising costs, which in the case of special events, will be fronted by the sponsor of the event and ultimately paid from the gross proceeds collected. The funds raised will be deposited with the Presidential Committee.

The Presidential Committee plans to spend approximately $25,000 on operating expenses through June 30, 1987 and to retain an additional $25,000 in its account at that time for unexpected contingencies. As a result, by June 30, 1987, the Presidential Committee will raise $1,050,000 ($725,000 surplus, $325,000 general fundraising), and after spending $25,000 (for operating costs) and retaining $25,000 (for unexpected contingencies), have $1 million remaining to reduce the debt to the banks.

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Dallas	April	Cocktails	Bob Greenberg	$40,000
Ohio	April	Reception	Steering Committee	$100,000
D.C.	April	Dinner	John & Annie Glenn	$10,000
D.C.	May	Dinner	John & Annie Glenn	$10,000
D.C.	June	Dinner	John & Annie Glenn	$10,000

Special Events Total = $225,000

Direct Solicitations

Telephone and mail contacts by Senator Glenn, his Steering Committee, including the bank loan comfort letter signers, and others. Lists for these solicitations are being compiled.

Direct Solicitations Total = $100,000

9404355422

All amounts projected to be raised are net of fundraising costs, which in the case of special events, will be fronted by the sponsor of the event and ultimately paid from the gross proceeds collected. The funds raised will be deposited with the Presidential Committee.

The Presidential Committee plans to spend approximately $25,000 on operating expenses through June 30, 1987 and to retain an additional $25,000 in its account at that time for unexpected contingencies. As a result, by June 30, 1987, the Presidential Committee will raise $1,050,000 ($725,000 surplus, $325,000 general fundraising), and after spending $25,000 (for operating costs) and retaining $25,000 (for unexpected contingencies), have $1 million remaining to reduce the debt to the banks.

9 4 0 4 3 5 3 5 4 2 3

BANK ONE

Richard D. Headley
Senior Vice President

BANK ONE, COLUMBUS, NA
Columbus, Ohio 43271-1048

614 248-8309

February 1, 1988

The Honorable John H. Glenn
United States Senate
503 Senate Hart Office Building
Washington, D.C. 20510

Dear John:

We appreciate the time Bill White took on Thursday, January 28, 1988 to come to Columbus and meet with the bank creditors of the John Glenn Presidential Committee Inc. (JGPCI). Mr. White was kind enough to update us relative to the FEC Audit issues facing JGPCI and the John Glenn Committee, the on-going collection efforts of unsecured creditors of the JGPCI, the most interesting Washington State court case regarding post-election contributions and their relevance to the maximum allowable contribution amount, continuing operating expense reductions at JGPCI, and your fundraising efforts on behalf of JGPCI.

As we understand the fundraising efforts, there are three major categories contemplated in 1988. These are direct mail, small events at your residence, and larger public events. Mr. White was optimistic about direct mail efforts and your continued willingness and ability to undertake fundraisers at your home. He was less hopeful about larger public events given the 1988 general elections and the obvious flood of fundraising that will exacerbate these efforts.

Clearly, your personal dedication and effort to raise funds to retire this debt is the key to success, and we urge you to give fundraising a proper allocation of time in your busy and hectic schedule.

I hope you and your family had a happy Holiday Season and look forward to seeing you when you are in Columbus.

Sincerely,

Richard D. Headley
Senior Vice President

RDH/pt

9404435354 24

1988 FEB -[illegible] PM 12: 3

Thank you f/Bill
white's visit to
Col. Vogt Glenn to
work on fundraising.
File
Bank One

9 4 0 4 3 5 3 5 4 2 5

0000064

TO: Mike Petro
cc: Richard Shore
George McCue
Mary Jane Veno

FROM: Dale Butland

DATE: March 11, 1991

SUBJECT: Bank Loans

Attached is a letter we've received from Dave Kirkley at Bank One regarding the interest on the loan.

I suggest that Mike and/or Richard get on the phone with Kirkley to interpret this material and to see whether we need to file an amended report(s) to reflect the accumulated interest charges to the Presidential Committee.

9404353542 6

BANK ONE

BANK ONE, COLUMBUS, NA
[illegible]
Columbus, Ohio 43271

February 26, 1991

Mr. Dale Butland
200 N. High Street
Columbus, Ohio 43215

RE: John Glenn Presidential Committee Loan History

Dear Mr. Butland:

I have attached the research you requested on the $2,000,000 loan to the John Glenn Presidential Committee. It will be very difficult for you to interpret. I have jotted down a few notes to help clarify the reports. Please call if you need further assistance.

Please advise me where to mail the John Glenn Presidential Committee and Senator John Glenn Committee checking account statements going forward. Also, would you like to receive monthly invoices on the note?

Very truly yours,

BANK ONE, COLUMBUS, NA

David A. Kirkley

David A. Kirkley
Senior Loan Officer
Managed Assets Division

DAK/tmb
Attachments

9404353554227

03 11 91 12:42 7733 SEN. JOHN G 2004

JOHN GLENN PRESIDENTIAL COMM	451088 TOTALS AS OF JANUARY 1 1984					0.00		0.00
	00019	A	301	2/09/84	0.00	0.00	125,000.00	125,000.00

8 16

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0000068

COMMERCIAL LOANS YEAR-TO-DATE HISTORY TRANSACTION JOURNAL — PAGE 768

BANK ONE, COLUMBUS, NA — CLD-METRO — 041 — 12/31/84

CUSTOMER NAME	CUST NO	NOTE NO	NOTE TYPE	TRAN CODE	TRAN DATE	INTEREST AMOUNT	INTEREST COLLECTED	PRINCIPAL AMOUNT	PRINCIPAL DUE
		00019	0	232	2/10/84	MAINTENANCED TO: 031584			
		00019	0	232	2/13/84	MAINTENANCED TO: 031584			
		00019	A	303	2/13/84	0.00	0.00	375,000.00	500,000.00
		00019	A	362	3/13/84	5,083.03	5,083.03	0.00	500,000.00
		00019	A	363	3/13/84	0.00	5,083.03	0.00	500,000.00
		00019	1	200	3/19/84	MAINTENANCED TO: 12500			
		00019	A	363	3/19/84	0.00	5,083.03	0.00	500,000.00
		00019	A	363	4/03/84	0.00	5,083.03	0.00	500,000.00
		00019	1	200	4/03/84	MAINTENANCED TO: 13000			
		00019	A	362	4/13/84	5,437.49	10,520.54	0.00	500,000.00
		00019	A	363	5/08/84	0.00	10,520.54	0.00	500,000.00
		00019	1	200	5/08/84	MAINTENANCED TO: 13500			
		00019	A	310	5/10/84	0.00	10,520.54	0.00	500,000.00
		00019	A	362	5/13/84	5,473.22	15,993.76	0.00	500,000.00
		00019	A	362	6/13/84	5,212.50	21,205.26	0.00	500,000.00
		00027	0	210	6/21/84	MAINTENANCED TO: 035109			
		00019	A	363	6/22/84	0.00	21,205.26	0.00	500,000.00
		00019	1	200	6/22/84	MAINTENANCED TO: 14000			
		00019	A	362	7/13/84	5,773.84	27,279.10	0.00	500,000.00
		00019	A	362	8/13/84	6,087.88	33,403.98	0.00	500,000.00
		00027	0	207	9/10/84	MAINTENANCED TO: 00			
		00019	A	362	9/13/84	6,087.78	39,631.76	0.00	500,000.00
		00019	1	200	9/27/84	MAINTENANCED TO: 13750			
		00019	A	363	9/27/84	0.00	39,631.76	0.00	500,000.00
		00019	A	363	10/14/84	0.00	39,631.76	0.00	500,000.00
		00019	1	200	10/14/84	MAINTENANCED TO: 13500			
		00019	A	362	10/17/84	5,763.75	45,395.51	0.00	500,000.00
		00019	1	200	10/29/84	MAINTENANCED TO: 13000			
		00019	A	363	10/29/84	0.00	45,395.51	0.00	500,000.00
		00019	A	322	11/06/84	0.00	45,395.51	6,250.00	493,750.00
		00019	A	363	11/09/84	0.00	45,395.51	0.00	493,750.00
		00019	1	200	11/09/84	MAINTENANCED TO: 12750			
		00019	A	362	11/13/84	5,657.04	51,052.55	0.00	493,750.00
		00019	1	200	11/20/84	MAINTENANCED TO: 12250			
		00019	A	363	11/20/84	0.00	51,052.55	0.00	493,750.00
		00019	0	234	11/20/84	MAINTENANCED TO: [illegible]			
		00019	0	233	11/20/84	MAINTENANCED TO: [illegible]			
		00019	1	232	11/20/84	MAINTENANCED TO: 121584			
		00019	A	362	12/14/84	5,129.52	56,182.05	0.00	493,750.00
		00019	1	200	12/20/84	MAINTENANCED TO: 11750			
		00019	A	363	12/20/84	0.00	56,182.05	0.00	493,750.00
JOHN GLENN PRESIDENTIAL COMM	450944	TOTALS AS OF JANUARY 1 1984					0.00		456,000.00
		00019	A	321	1/03/84	2,000.00	2,000.00	450,000.00	0.00
		00019	0	232	2/02/84	MAINTENANCED TO: 031584			
		00019	A	303	2/02/84	0.00	2,000.00	100,000.00	100,000.00
		00019	1	200	2/02/84	MAINTENANCED TO: 12000			

690000000
9404353542 9
SEN. JOHN GLENN
03 11 91 12:42 7733 2003

03 11 91 12:43 7733 SEN. JOHN G 2008

181

COMMERCIAL LOANS YEAR-TO-DATE HISTORY TRANSACTION JOURNAL PAGE 769

BANK ONE, COLUMBUS, NA CLD-METRO 041 12/31/84

CUSTOMER NAME	CUST NO	NOTE NO	NOTE TYPE	TRAN CODE	TRAN DATE	INTEREST AMOUNT	INTEREST COLLECTED	PRINCIPAL AMOUNT	PRINCIPAL BOND
		00019	A	365	2/02/84	0.00	2,600.00	0.00	100,000.00
		00019	A	321	2/10/84	400.00	3,000.00	100,000.00	0.00
		00027	0	210	3/08/84	MAINTENANCED TO: 00000000000			
		00027	0	209	3/08/84	MAINTENANCED TO: 00000000000			
		00027	0	210	10/23/84	MAINTENANCED TO: 00030000000			
		00027	0	209	10/23/84	MAINTENANCED TO: 00030000000			

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JOHN GLENN PRESIDENTIAL COMM	451088 TOTALS AS OF JANUARY 1 1985						0.00		493,750.00
	00019	A	322	1/03/85		0.00	0.00	18,750.00	475,000.00
	00019	A	365	1/15/85		0.00	0.00	0.00	475,000.00
	00019	1	208	1/15/85	MAINTENANCED TO: 11900				
	00019	A	362	1/16/85		5,188.37	5,188.37	0.00	475,000.00
	00019	A	362	2/19/85		4,552.07	9,660.44	0.00	475,000.00
	00019	A	362	3/15/85		4,348.62	13,989.06	0.00	475,000.00
	00019	A	362	4/15/85		4,348.61	18,337.67	0.00	475,000.00
	00019	0	210	5/01/85	MAINTENANCED TO: 053085				
	00019	A	322	5/03/85		0.00	18,337.67	523.10	474,476.90
	00019	A	362	5/07/85		455.21	18,792.88	0.00	474,476.90
	00019	A	362	5/15/85		4,580.08	23,372.96	0.00	474,476.90
	00019	1	208	5/28/85	MAINTENANCED TO: 11900				
	00019	A	365	5/28/85		0.00	23,372.96	0.00	474,476.90
	00019	0	233	6/10/85	MAINTENANCED TO: [illegible]				
	00019	A	362	6/14/85		4,302.33	27,675.29	0.00	474,476.90
	00019	A	362	6/17/85		151.57	27,826.86	0.00	474,476.90
	00019	1	208	6/19/85	MAINTENANCED TO: 10500				
	00019	A	365	6/19/85		0.00	27,826.86	0.00	474,476.90
	00019	A	310	7/15/85		0.05	27,826.86	0.00	474,476.90
	00019	A	362	7/15/85		4,179.45	31,006.31	0.00	474,476.90
	00019	A	322	7/23/85		1,107.12	32,113.43	1,523.62	472,953.28
	00019	A	362	8/15/85		3,172.72	36,160.15	0.00	472,953.28
	00027	0	210	9/03/85	MAINTENANCED TO: 0000000000				
	00027	0	209	9/05/85	MAINTENANCED TO: 0000000000				
	00019	A	362	9/16/85		4,414.23	40,562.38	0.00	472,953.28
	00019	A	362	10/16/85		4,000.40	44,562.78	0.00	472,953.28
	00019	1	218	10/30/85	MAINTENANCED TO: 123185				
JOHN GLENN PRESIDENTIAL COMM	450944 TOTALS AS OF JANUARY 1 1985						0.00		0.00
	00027	0	218	2/14/85	MAINTENANCED TO: 033185				
	00027	0	218	4/19/85	MAINTENANCED TO: 060185				
	00027	0	209	5/02/85	MAINTENANCED TO: 0000000000				
	00027	0	210	5/02/85	MAINTENANCED TO: 0000000000				

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11/7/85

BANK ONE, COLUMBUS, NA
CUMULATIVE TRANSACTION HISTORY PRINT — DATE 12-24-87 — PAGE 2,987

	REC	SEQ	POST	TYPE	SERV	BTCH	TRANS	CODE	EFFECT	DBID	TRANS AMOUNT	EFF-TO	RATE	BL USD	ST USD	RC USD
[illegible]	20	22	870812	111	00545	262	00010	4021	870812	1420	764.00-			870912	999999	999999
	20	23	870914	111	00545	218	00030	4041	870914	1340	1,666.67-			871012	999999	999999
	20	24	870914	111	00545	218	00030	4021	870914	1420	750.24-			871012	999999	999999
	20	25	871007	111	00545	888	02726	1801	871001	J080		871031	10.75000	871012	999999	999999
	20	26	871008	111	00545	281	00009	4041	871008	1340	1,666.67-			871112	999999	999999
	20	27	871008	111	00545	281	00009	4021	871008	1420	725.40-			871112	999999	999999
	20	28	871105	111	00545	888	02701	1801	871101	J080		871130	11.00000	871112	999999	999999
	20	29	871112	111	00545	P91	00024	4041	871112	1340	1,666.67-			871212	999999	999999
	20	30	871112	111	00545	P91	00024	4021	871112	1420	768.23-			871212	999999	999999
	20	31	871105	111	00545	888	02701	1801	871201	J080		999999	10.75000	871212	999999	999999
	20	32	871214	111	00545	282	00015	4041	871214	1340	1,666.67-			880112	999999	999999
	20	33	871214	111	00545	282	00015	4021	871214	1420	727.28-			880112	999999	999999
[illegible] 00018	10		0851007 EFF 840106 MATUR					.00	INT PD	100 SPM	100 SPI 00000	RENEW TO	999999	STMT US	999999	IRS
	20	1	851112	111	00006	888	02953	1801	851201	J080		999999	11.50000	860106	861231	870604
	20	2	860121	111	00006	206	12019	4041	860117	1340	23,770.00-			999999	861231	870604
	20	3	860121	111	00006	206	12019	4021	860117	1420	842.22-			999999	861231	870604
* [illegible] 00018	10		0840209 EFF 851231 MATUR					.00	INT PD	100 SPM	000 SPI 00000	RENEW TO	999999	STMT US	999999	IRS
	20	1	851107	111	00521	889	02954	1801	851015	J080		851111	10.50000	851108	861231	999999
	20	2	851112	111	00521	888	02954	1801	851112	J080		999999	10.50000	851115	861231	999999
	20	3	851115	111	00521	261	50010	4021	851115	1420	2,457.85-			851215	861231	999999
	20	4	851127	111	00521	461	50025	4041	851127	1340	472,953.28-			851215	861231	999999
	20	5	851127	111	00521	461	50026	5611	851127	1410	3,611.71-			851215	861231	999999
	20	6	860220	111	00510	031	50925	5101	851127	1410	137.94			851127	861231	999999
00026	10		0851127 EFF 851231 MATUR					.00	INT PD	100 SPM	100 SPI 00000	RENEW TO	999999	STMT US	999999	IRS
	20	1	851205	000	00521	938	50002	3402	851127	F340	500,000.00-			999999	861231	999999
	20	2	851205	000	00521	938	50001	3301	851127	F340	500,000.00			999999	861231	999999
	20	3	860224	034	00521	299	50921	4041	851127	F340	500,000.00			999999	861231	999999
	20	4	870507	034	00521	442	00003	5521	870507	F340	500,000.00-			999999	999999	999999
00034	10		0851127 EFF 851231 MATUR					.00	INT PD	100 SPM	100 SPI 00000	RENEW TO	999999	STMT US	999999	IRS
	20	1	860224	222	00510	299	50921	4041	851127	I340	500,000.00-			999999	861231	870604
	20	2	860221	222	00510	031	50902	1801	851127	J080		999999	.00000	851231	861231	870604
00042	10		0851127 EFF 860515 MATUR					.00	INT PD	100 SPM	100 SPI 00000	RENEW TO	999999	STMT US	999999	IRS
	20	1	851227	111	00510	893	50904	3501	851127	I340	472,953.28			860115	861231	871204
	20	2	851231	111	00521	888	02973	1801	851127	J080		860309	10.50000	860115	861231	871204
	20	3	860307	111	00521	888	02974	1801	851201	J080		860331	11.50000	860415	861231	871204
[illegible]	20	4	860221	111	00521	032	50902	4021	851213	I420	[redacted]			860315	861231	871204
	20	5	860221	111	00521	034	50904	5561	860221	I350	472,953.28-			860221	861231	871204
	20	6	860307	111	00521	888	03018	1801	860310	J080		860421	10.00000	860415	861231	871204
	20	7	860307	111	00521	888	02974	1801	860401	J080		999999	11.00000	860415	861231	871204
	20	8	860422	890	00521	888	02971	1801	860422	J080		860713	9.50000	860515	861231	871204
	20	9	860714	890	00521	888	02965	1801	860714	J080		860826	9.00000	860815	861231	871204
[illegible] 2,000 principal	20	10	870403	890	00510	888	02888	1801	860827	J080		870331	8.50000	860915	861231	871204
[illegible]	20	11	870501	890	00510	888	02869	1801	870401	J080		870430	8.75000	870515	999999	871204
[illegible]	20	12	870422	890	00510	272	00003	4041	870422	I340	[redacted]			870515	999999	871204
[illegible]	20	13	870506	890	00510	888	02875	1801	870501	J080		870505	9.00000	870615	999999	871204
[illegible]	20	14	870515	890	00510	888	02873	1801	870506	J080		870514	9.00000	870615	999999	871204
[illegible]	[illegible]	15	870512	890	00510	272	00003	4041	870512	I340	[redacted]			870615	999999	871204
	20	16	870515	890	00510	888	02873	1801	870515	J080		999999	9.25000	870615	999999	871204
	20	17	870527	890	00510	227	00002	4041	870527	I340	303,795.28-			870615	999999	871204
	20	18	870724	890	00510	442	00003	5601	870724	I410	42,953.75-			870724	870724	871204
[illegible] 00018	10		0870113 EFF 870413 MATUR					261.82	INT PD	100 SPM	100 SPI 00000	RENEW TO	999999	STMT US	999999	IRS
	20	1	870202	111	00029	101	00007	3501	870113	I340	7,000.00			870413	999999	871204
	20	2	870401	111	00029	888	02889	1801	870113	J080		870430	10.00000	870413	999999	871204

SEN. JOHN GLENN

03 11 91 12:45 #148 P.33

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Current loan status

FILE AM CURRENT OBLIGATION FINANCIAL DATA PAGE 01 LAST

934-183-846-7 0001-5 JOHN GLENN COMM

OBLGN TYPE 106 CONTACT OFFICER 65086 SECURED NO

COLL TYPE 801 ASSIGN UNIT 00511

09-08-87	EFFECTIVE DATE	1,214,813.12	ORIGINAL BALANCE
	MATURITY DATE	1,161,813.12	[redacted]
03-13-89	DATE OF LAST ACTIVITY	449,600.75	[redacted]
	DATE OUT OF DEBT	0.00	FLAT FEES DUE
4	BASIS	1,614,413.87	[redacted]
10.50000	RATE	0.00	AMOUNT GUARANTEED
339.7371	[redacted]	673,609.84	AMOUNT PARTICIPATED

FILE V1 COMM TRANS INQUIRY PAGE 01 LAST

OBLIGOR 9341838469 OBLIGATION 00026 NAME JOHN GLENN COMM

ALL NO	POSTING DATE	OBLN TYPE	BTCH	TRANS NO	TRANS CODE	DBCD	EFFECTIVE DATE	AMOUNT OR EFF TO & RATE	BILL USED
H 00001	07/15/88	108	126	00001	3501	1040	09/08/87	001,214,813.12	99/99/99
H 00002	07/15/88	108	126	00004	1801	2030	07/02/87	10/31/87 09.25000	
H 00003	07/15/88	108	126	00005	1801	2030	11/01/87	11/30/87 10.00000	
H 00004	07/15/88	108	126	00006	1801	2030	12/01/87	02/29/88 09.75000	
H 00005	07/15/88	108	126	00007	1901	2030	03/01/88	05/31/88 09.50000	
H 00006	07/15/88	108	126	00008	1801	2030	06/01/88	07/31/88 10.00000	
H 00007	08/29/88	108	886	05059	1901	2030	08/01/88	09/31/88 10.50000	
H 00008	02/24/89	108	883	05593	1901	2030	09/01/88	02/28/89 11.00000	
H 00009	06/26/89	108	588	04686	1801	2030	03/01/89	05/30/89 12.00000	
H 00010	03/14/89	108	237	00001	4041	1040	[redacted]	000,0[redacted]	99/99/99
H 00011	07/31/89	108	888	05401	1801	2030	07/01/89	07/31/89 12.00000	
H 00012	01/29/90	108	868	04533	1801	2030	08/01/89	01/31/90 11.50000	
H 00013	01/03/91	108	888	00097	1801	2030	02/01/90	01/31/91 11.00000	
H 00014	01/03/91	108	888	00097	1801	2030	02/01/91	02/28/91 10.50000	

Last pmt. received by bank group and applied to principal

9404353554333

BANK ONE

BANK ONE, COLUMBUS, NA
Managed Assets Division
100 East Broad Street
Columbus, Ohio 43271-0145
614 248-5500

October 11, 1991

Via Telefax 202-662-6291

Richard D. Shore, Esquire
Covington & Burling
1201 Pennsylvania Avenue N.W.
Post Office Box 7566
Washington, D.C. 20044

Re: John Glenn Presidential Committee

Dear Mr. Shore:

In response to your request and with the approval of Dale Butland, the following information regarding the John Glenn Presidential Committee loan is provided:

Outstanding Principal Balance	$ 1,164,813.12
Unpaid Accrued Interest as of 10/10/91	$ 810,542.78

The per diem interest is $291.20 calculated on the outstanding principal balance at 9.0%.

You will note a sizeable increase of the outstanding interest balance from the letter to you of July 11, 1991. It was discovered that amount was incorrect due to an error during a computer system conversion. Inadvertently, the interest amount outstanding was not properly carried forward from one system to the other, thereby, resulting in an understatement of the interest owing. That has now been corrected; therefore the interest amount owing hereon, is correct.

Should you have any questions pertaining to the contents herein, or need further information, please call.

Sincerely,

BANK ONE, COLUMBUS, N.A.

Trent R. Millison

Trent R. Millison
Commercial Loan Workout Officer
(614) 284-6263

TRM/vcs

9404355434

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BANK ONE

BANK ONE, COLUMBUS, NA
Managed Assets Division
100 East Broad Street
Columbus, Ohio 43271-0145
614 248-5500

January 28, 1992

Via Telefax 202-662-6291

Richard D. Shore, Esquire
Covington & Burling
1201 Pennsylvania Avenue N.W.
Post Office Box 7566
Washington, D.C. 20044

Re: John Glenn Presidential Committee Loan

Dear Mr. Shore:

In response to your request and with the approval of Dale Butland, the following information regarding the John Glenn Presidential Committee loan is provided:

The balances listed below are as of 12-31-91.

Outstanding Principal Balance	$1,164,813.12
Unpaid Accrued Interest	833,240.44
	$1,998,053.56

The per diem interest is $242.67 calculated on the outstanding principal balance at 7.5%.

Should you have any questions pertaining to the contents of this letter, or need further information, please call.

Sincerely,

Trent R. Millison

Trent R. Millison
Commercial Loan Workout Officer
Managed Asset Division

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BANK ONE MGMT ASSETS ID 142485431 JAN 2 '92 11:02 No.007 P.01

Post-it™ brand fax transmittal memo 7671 | # of pages ▸ 1

To Richard Shore	From Trent Millison
Co. Covington & Burling	Co. Bank One Cols
Dept.	Phone # 248-6263
Fax # 202-662-6291	Fax # 614-248-5431

BANK ONE

BANK ONE, COLUMBUS, NA
Managed Assets Division
100 East Broad Street
Columbus, Ohio 43271-0145
614 248-5800

January 28, 1992

Via Telefax 202-662-6291

Richard D. Shore, Esquire
Covington & Burling
1201 Pennsylvania Avenue N.W.
Post Office Box 7566
Washington, D.C. 20044

Re: John Glenn Presidential Committee Loan

Dear Mr. Shore:

In response to your request and with the approval of Dale Butland, the following information regarding the John Glenn Presidential Committee loan is provided:

The balances listed below are as of 12-31-91.

Outstanding Principal Balance	$1,164,813.12
Unpaid Accrued Interest	833,240.44
	$1,998,053.56

The per diem interest is $242.67 calculated on the outstanding principal balance at 7.5%.

Should you have any questions pertaining to the contents of this letter, or need further information, please call.

Sincerely,

Trent R. Millison

Trent R. Millison
Commercial Loan Workout Officer
Managed Asset Division

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BANK ONE

April 10, 1992

BANK ONE, COLUMBUS, NA
Managed Assets Division
100 East Broad Street
Columbus, Ohio 43271-0145
614 248-5500

Richard Shore, Esquire
Covington & Burling
1201 Pennsylvania Avenue N. W.
Post Office Box 7566
Washington, D.C. 20044

Via telefax 202-662-6291

RE: John Glenn Presidential Committee Loan

Dear Mr. Shore:

In response to your request and with the approval of Dale Butland, the following information regarding the John Glenn Presidential Committee loan is provided:

The balances listed below area as of March 31, 1992.

Outstanding Principal Balance	$1,164,813.12
Unpaid Accrued Interest	$855,323.37
Payoff as of 3-31-92	$2,020,136.49

The per diem interest of $242.67 is calculated on the outstanding principal balance at 7.5%.

Should you have any questions pertaining to the contents of this letter, or need further information, please call.

Trent R. Milligan

Trent R. Milligan
Commercial Loan Officer
Managed Asset Division

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BANK ONE

April 10, 1992

BANK ONE, COLUMBUS, NA
Managed Asset Division
100 East Broad Street
Columbus, Ohio 43271-0146
614 248-5809

Richard Shore, Esquire
Covington & Burling
1201 Pennsylvania Avenue N. W.
Post Office Box 7566
Washington, D.C. 20044

Via telefax 202-662-6291

RE: John Glenn Presidential Committee Loan

Dear Mr. Shore:

In response to your request and with the approval of Dale Butland, the following information regarding the John Glenn Presidential Committee loan is provided:

The balances listed below area as of March 31, 1992.

Outstanding Principal Balance	$1,164,813.12
Unpaid Accrued Interest	[illegible].37
Payoff as of 3-31-92	$2,020,136.49

The per diem interest of $241.67 is calculated on the outstanding principal balance at 7.5%.

Should you have any questions pertaining to the contents of this letter, or need further information, please call.

Frank R. Millison
Commercial Loan Officer
Managed Asset Division

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BANK ONE

June 29, 1992

BANK ONE, COLUMBUS, NA
Managed Assets Division
100 East Broad Street
Columbus, Ohio 43271-0145
614 248-5500

Richard Shore, Esquire
Covington & Burling
1201 Pennsylvania Avenue N. W.
Post Office Box 7566
Washington, D.C. 20044

Via telefax 202-662-6291

RE: John Glenn Presidential Committee Loan

Dear Mr. Shore:

In response to your request and with the approval of Dale Butland, the following information regarding the John Glenn Presidential Committee loan is provided:

The balances listed below are as of June 29, 1992.

Outstanding Principal Balance	$1,164,813.12
Unpaid Accrued Interest	+ 876,920.95
Payoff as of 6-29-92	$2,041,734.07

The per diem interest of $242.67 is calculated on the outstanding principal balance at seven and one-half percent (7.5%).

Should you have any questions pertaining to the contents of this letter, or need further information, please call.

Sincerely,

Trent R. Millison

Trent R. Millison
Commercial Loan Officer
Managed Assets Division

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F.E.C.
SECRETARIAT
94 JAN 21 PM 12:56

BEFORE THE FEDERAL ELECTION COMMISSION

SENSITIVE

In the Matter of	)	
	)	
Friends of John Glenn	)	MUR 3418
and Lyn Glenn, as treasurer[1]	)	
	)	
	)	
	)	

GENERAL COUNSEL'S REPORT

I. BACKGROUND

This matter originated as a complaint filed by Robert T. Bennett, Chairman of the Ohio Republican State Central and Executive Committee, ("Complainant") against Friends of John Glenn and its treasurer ("Respondents"). On August 4, 1992, the Commission found reason to believe that Respondents violated 2 U.S.C § 434(b)(8) by failing to report accrued interest on bank loans. On August 19, 1992, the Office of General Counsel notified Respondents of the Commission's action and sent an informal discovery request.

On September 8, 1992, Respondents requested to enter into pre-probable cause conciliation. Respondents further requested that their response to the discovery request be stayed during pre-probable cause conciliation negotiations. On October 6, 1992, the Commission declined, at that time, to enter into pre-probable

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1. On May 21, 1993, the John Glenn Presidential Committee, Inc. notified the Commission that it changed its name to Friends of John Glenn. Attachment 9. This Office will refer to Friends of John Glenn as a respondent in this matter. Also, on August 28, 1992, the Committee amended its Statement of Organization to reflect a change in treasurer. Lyn Glenn replaced Michael J. Petro. Accordingly, this Office will consider Lyn Glenn treasurer for purposes of this matter.

cause conciliation with Respondents and denied Respondents' request to stay discovery. Subsequently, Respondents answered the discovery on November 5, 1992.

This report contains recommendations to assure that this matter conforms to the Court's opinion in FEC v. NRA Political Victory Fund, et al., No. 91-5360 (D.C. Cir. Oct. 22, 1993) ("NRA"). This report also discusses this Office's investigation, including Respondents' answers to discovery, and recommends that the Commission now enter into pre-probable cause conciliation in this matter.

II. RECOMMENDED ACTIONS IN LIGHT OF FEC V. NRA

Based upon the complaint and responses filed in this matter and consistent with the Commission's November 9, 1993, decisions concerning compliance with the NRA opinion, this Office recommends that the Commission revote the determinations to:
1) find reason to believe that the Friends of John Glenn and Lyn Glenn, as treasurer, violated 2 U.S.C § 434(b)(8); and
2) approve the factual and legal analysis that was attached to the General Counsel's Report dated July 24, 1992. This Office has attached the certification in this matter dated August 5, 1992. Attachment 8.

III. RECOMMENDED ACTIONS IN LIGHT OF INVESTIGATION

Based upon Respondents' previous request and upon the results of our investigation, this Office recommends that the Commission enter into pre-probable cause conciliation in this matter and approve the attached conciliation agreement. The reasons for these recommendations are set forth below.

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IV. DISCUSSION OF INVESTIGATION

A review of the public record shows that Respondents did not report accrued interest owed on four separate bank loans from 1986 to 1991. When Respondents finally reported accrued interest in their July 15, 1991 Quarterly Report, they reported interest owed to only one bank, Bank One, and under-reported the debt by approximately $285,000.[2] Bank One serves as administrator of the loans. Through informal discovery and a thorough review of the public record, this Office sought to find out more about the loans, the accrued interest, and Bank One's role as administrator of the loans. The results of our investigation and Respondents' answers to discovery are discussed below.

Respondents' Failure to Disclose Accrued Interest on the Loans

Respondents' reports reflect that they reported separately loan principal and interest payments to all four banks beginning when the loan originated in 1984. Schedules B-P (Itemized Disbursements) and C-P (Loans) of their 1984 and 1985 reports include this information. Attachment 3 at 11.[3] During 1984 and

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2. The July 15, 1991 Quarterly Report reflected $493,135.64 in accrued interest. On October 16, 1991, Respondents filed an amendment to the July 15, 1991 Quarterly Report. The amendment reported the total accrued interest as $779,594.52. According to the Committee's treasurer, the amount of accrued interest originally reported was incorrect due to a bank computer error.

3. Respondents used the correct forms to report principal and interest payments, but they made minor math errors. For example, their 1985 July Quarterly Report discloses itemized disbursements to the four banks totaling $523.10, but they added $531.10 to the cumulative payments on Schedule C-P.

1985, Respondents paid principal totaling $108,186.88 and interest totaling $420,084.44. Attachment 1 at 44.

Beginning in 1986, Respondents stopped disclosing information about interest payments on Schedule B-P, although they continued reporting payments of principal to the four banks on Schedules B-P and C-P.[4] Schedules B-P and C-P do not disclose accrued interest; accrued interest is only reflected on Schedule D-P. For example, Respondents' recent Schedule C-P reflects a debt to all four banks totaling approximately $1,000,000. However, Schedule C-P ignores an additional debt of almost $1,000,000 in outstanding, accrued interest owed to these banks. Attachment 4. Although interest accrued on the loans during 1986 to 1991,[5] Respondents did not report that accrued interest as a debt on Schedule D-P. Attachment 1 at 44 and 84. See also Attachment 3.

In their response to discovery, Respondents state that they disclosed information concerning the loans from the four banks on Schedules B-P and C-P. Attachment 1 at 3. In response to a press inquiry in 1991, Respondents state that they contacted the

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4. During 1984 to 1985, Respondents disclosed that they were indebted to each bank and also disclosed interest payments. Beginning in 1986, Respondents stopped disclosing interest payments. From 1983 until 1990, Respondents' treasurer was William White which indicates that the change in reporting was not due to any change in treasurer.

5. From 1986 to 1989, Respondents paid only principal on the loans. It does not appear that Respondents have made any payments on the loans, either to principal or interest, since 1989. Attachment 1 at 5.

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Reports Analysis Division ("RAD") to clarify their reporting obligation. A member of RAD's staff informed Respondents that they were required to report accrued interest on Schedule D-P as well as reporting principal and interest on Schedules B-P and C-P. Id. at 4. Since 1991, they have disclosed the accrued interest on Schedule D-P. By failing to report the interest on Schedule D-P between 1986 and 1991, Respondents failed to report an additional debt or obligation, in violation of 2 U.S.C. § 434(b)(8).

Bank One's Role as Administrator Or Agent Does Not Affect Respondents' Reporting Obligations

In response to interrogatories, Respondents state that Bank One is the principal contact for the loans. Attachment 1 at 5. Respondents send loan repayments to Bank One, and Bank One then forwards a pro rata share to the other three banks. Id. Respondents submitted a copy of the lending agreement which substantiates that Bank One is the agent for all the banks in connection with these loans. Attachment 1 at 14 and 34. As agent, Bank One received $500,000 from each bank and then advanced the entire $2,000,000 to Respondents. Id. at 20. Bank One was also responsible for collecting all relevant documentation. Id. at 23-24.

Although Bank One is the agent for the other banks, the lending agreement indicates that each bank is a separate lender. Each bank -- Bank One, Huntington National Bank, Ameritrust, and BancOhio National Bank -- is individually named as a party to the agreement, which specifically states that each bank will

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lend $500,000. Attachment 1 at 14 and 20. Consequently, the accrued interest owed to each bank should be reported separately.

When Respondents began reporting accrued interest on their July 15, 1991 Quarterly Report, they disclosed accrued interest owed only to Bank One. Attachment 5. Respondents admit that they initially misreported the accrued interest as owing to only one bank.[6] They have amended their reports to reflect that the accrued interest is owed to the same 4 banks disclosed on Schedule C-P.[7]

<u>The Banks' Efforts to Collect the Outstanding Loans</u>

Based on this Office's investigation, it appears that Respondents made payments on the loans between 1984 and 1989. Attachment 1 at 5 and Attachment 3. According to Respondents, they have repaid approximately $700,000 on the loans. However, Respondents have not made any payments since March 13, 1989, and the banks have not taken legal action to collect the outstanding balance. Attachment 1 at 6. Of significance here, the interest on the loans has continued to accumulate.

According to Respondents, the banks expect full payment of the loans, including interest. As evidence, Respondents submit

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6. Respondents' recent Advisory Opinion Request also acknowledges that there are four separate loans. They state that there are "...four secured loans held by Ohio banks totaling approximately $2 million (including accumulated interest)." Attachment 7 at 1. <u>See also</u> Attachments 3 and 5.

7. Beginning with their 1991 Year End Report, Respondents reported accrued interest owed to all 4 banks. Attachment 6.

documents and correspondence with Bank One relating to their efforts to raise funds to repay the loans, which indicate that the banks expect the loans to be paid in full.[8] See Attachment 1 at 45-46, 49, 51, 52, 54, 58, 59, 67, 73, and 75.

Conclusion

Based upon our investigation and the information provided through discovery, interest began accruing in 1986, but Respondents did not report this as a debt until 1991. Pursuant to 2 U.S.C. § 434(b)(8), the accrued interest owed to each bank should have been reported on Schedule D-P to reflect the amount of debt or obligation incurred by Respondents during each reporting period. As of June 30, 1991, the accrued interest debt totaled $779,594.22.

V. DISCUSSION OF CONCILIATION PROVISIONS AND CIVIL PENALTY

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8. In Advisory Opinion Request 1993-19, Respondents requested that the Commission allow them to accept contributions from Senator Glenn and "at-limit" contributors to retire Respondents' 1984 debt. The Commission concluded that Respondents could not accept additional funds from "at-limit prior contributors." The Commission also concluded, based on the unique circumstances presented in the request, that Senator Glenn may now spend an unlimited amount of his personal funds to retire the Committee's debt. (Advisory Opinion 1993-19).

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VI. **RECOMMENDATIONS**

1. Find reason to believe that Friends of John Glenn and Lyn Glenn, as treasurer, violated 2 U.S.C. § 434(b)(8).

2. Approve the factual and legal analysis attached to the General Counsel's Report dated July 24, 1992.

3. Enter into conciliation with Friends of John Glenn and Lyn Glenn, as treasurer, prior to a finding of probable cause to believe.

4. Approve the attached proposed conciliation agreement and the appropriate letter.

Lawrence M. Noble
General Counsel

Date 1/21/94

BY: Lois G. Lerner
Associate General Counsel

Attachments
1. Responses of the Friends of John Glenn to the Commission's Interrogatories and Document Requests
2. Proposed Conciliation Agreement
3. Partial Committee disclosure reports: 1984-1987
4. 1992 Year End Report
5. July 15, 1991 Quarterly Report and Amendments
6. 1991 Year End Report
7. Advisory Opinion 1993-19
8. Commission Certification dated August 5, 1993
9. Statement of Organization Amendment dated May 21, 1993

Staff assigned: Richard Denholm

9404353548

FEDERAL ELECTION COMMISSION
WASHINGTON D.C. 20463

MEMORANDUM

TO: LAWRENCE M. NOBLE
GENERAL COUNSEL

FROM: MARJORIE W. EMMONS/BONNIE J. ROSS
COMMISSION SECRETARY

DATE: JANUARY 28, 1994

SUBJECT: MUR 3418 - GENERAL COUNSEL'S REPORT
DATED JANUARY 21, 1994.

The above-captioned document was circulated to the Commission on Monday, January 24, 1994 at 11:00 a.m.

Objection(s) have been received from the Commissioner(s) as indicated by the name(s) checked below:

Commissioner Aikens	
Commissioner Elliott	
Commissioner McDonald	XXX
Commissioner McGarry	
Commissioner Potter	
Commissioner Thomas	XXX

This matter will be placed on the meeting agenda for Tuesday, February 1, 1994.

Please notify us who will represent your Division before the Commission on this matter.

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	MUR 3418
Friends of John Glenn	)	
and Lyn Glenn, as treasurer	)	

CERTIFICATION

I, Marjorie W. Emmons, recording secretary for the Federal Election Commission executive session on February 1, 1994, do hereby certify that the Commission decided by a vote of 5-1 to take the following actions in MUR 3418:

1. Find reason to believe that Friends of John Glenn and Lyn Glenn, as treasurer, violated 2 U.S.C. § 434(b)(8).

2. Approve the factual and legal analysis attached to the General Counsel's Report dated July 24, 1992.

3. Enter into conciliation with Friends of John Glenn and Lyn Glenn, as treasurer, prior to a finding of probable cause to believe.

(continued)

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4. Approve the proposed conciliation agreement and appropriate letter as recommended in the General Counsel's report dated January 21, 1994

Commissioners Aikens, Elliott, McGarry, Potter, and Thomas voted affirmatively for the decision; Commissioner McDonald dissented.

Attest:

2-2-94
Date

Marjorie W. Emmons
Marjorie W. Emmons
Secretary of the Commission

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

FEBRUARY 8, 1994

Mr. Richard D. Shore, Esq.
Covington & Burling
P.O. Box 7566
Washington, D.C. 20044

RE: MUR 3418
Friends of John Glenn
and Lyn Glenn, as
treasurer

Dear Mr. Shore:

On August 4, 1992, the Federal Election Commission found reason to believe that Friends of John Glenn and Lyn Glenn, as treasurer, violated 2 U.S.C. § 434(b)(8). On October 6, 1992, the Commission declined, at that time, to enter into negotiations directed towards reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe.

As you may be aware, on October 22, 1993, the D.C. Circuit declared the Commission unconstitutional on separation of powers grounds due to the presence of the Clerk of the House of Representatives and the Secretary of the Senate or their designees as members of the Commission. FEC v. NRA Political Victory Fund, 6 F.3d 821 (D.C. Cir. 1993), petition for cert. filed, (U.S. No. 93-1151, Jan. 18, 1994). Since the decision was handed down, the Commission has taken several actions to comply with the court's decision. While the Commission petitions the Supreme Court for a writ of certiorari, the Commission, consistent with that opinion, has remedied any possible constitutional defect identified by the Court of Appeals by reconstituting itself as a six member body without the Clerk of the House and the Secretary of the Senate or their designees. In addition, the Commission has adopted specific procedures for revoting or ratifying decisions pertaining to open enforcement matters.

In this matter, on February 1, 1994, the Commission revoted to find reason to believe that Friends of John Glenn and Lyn Glenn, as treasurer, violated 2 U.S.C. § 434(b)(8), and to approve the Factual and Legal Analysis previously mailed to you. You should refer to that document for the basis of the Commission's decision. If you need an additional copy, one will be provided upon request.

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In addition, the Commission voted to enter into negotiations directed towards reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe, and voted to approve the enclosed proposed conciliation agreement.

If your clients agree with the provisions of the enclosed agreement, please sign and return it, along with the civil penalty, to the Commission. In light of the fact that conciliation negotiations, prior to a finding of probable cause to believe, are limited to a maximum of 30 days, you should respond to this notification as soon as possible.

If you have any questions, please contact Richard M. Denholm II, the attorney assigned to this matter, at (202) 219-3690.

For the Commission,

Trevor Potter
Chairman

Enclosure
Conciliation Agreement

9404353545 3

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

February 3, 1994

VIA FACSIMILE AND REGULAR MAIL

Mr. Richard D. Shore, Esq.
Covington & Burling
P.O. Box 7566
Washington, D.C. 20044

RE: MUR 3418
Friends of John Glenn
and Lyn Glenn, as
treasurer

Dear Mr. Shore:

Pursuant to our telephone conversation today, I am faxing herewith a copy of the August 19, 1992 letter in which the Commission notified you of its reason to believe finding in this matter. If you have additional questions, please contact me at (202) 219-3690.

Sincerely,

Richard M. Denholm II
Attorney

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RECEIVED
FEDERAL ELECTION
COMMISSION
SECRETARIAT

JUN 10 11 53 AM '94

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	
Friends of John Glenn	)	MUR 3418
and Lyn Glenn, as treasurer	)	
	)	
	)	
	)	

SENSITIVE

GENERAL COUNSEL'S REPORT

I. **BACKGROUND**

Attached is a revised conciliation agreement submitted on behalf of Friends of John Glenn and Lyn Glenn, as treasurer, ("Respondents"). (Attachment 1.) The agreement has been signed by Respondents' attorney. A check for the civil penalty has not yet been received.

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III. **RECOMMENDATIONS**

1. Accept the attached conciliation agreement with Friends of John Glenn and Lyn Glenn, as treasurer.

2. Approve the appropriate letter.

3. Close the file.

Lawrence M. Noble
General Counsel

6/10/94
Date

BY: LGL
Lois G. Lerner
Associate General Counsel

Attachment
1. Conciliation agreement.

Attorney Assigned: Richard M. Denholm II

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	
Friends of John Glenn and	)	MUR 3418
Lyn Glenn, as treasurer.	)	

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on June 15, 1994, the Commission decided by a vote of 6-0 to take the following actions in MUR 3418:

1. Accept the conciliation agreement with Friends of John Glenn and Lyn Glenn, as treasurer, as recommended in the General Counsel's Report dated June 10, 1994.

2. Approve the appropriate letter, as recommended in the General Counsel's Report dated June 10, 1994.

3. Close the file.

Commissioners Aikens, Elliott, McDonald, McGarry, Potter, and Thomas voted affirmatively for the decision.

Attest:

6-15-94
Date

Marjorie W. Emmons
Marjorie W. Emmons
Secretary of the Commission

Received in the Secretariat:	Fri., June 10, 1994	11:58 a.m.
Circulated to the Commission:	Fri., June 10, 1994	2:00 p.m.
Deadline for vote:	Wed., June 15, 1994	4:00 p.m.

bjr

9404355457

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

JUNE 17, 1994

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Gordon M. Strauss, Esquire
c/o Thompson, Hine & Flory
312 Walnut Street
Cincinnati, Ohio 45202-4029

RE: MUR 3418
Friends of John Glenn
and Lyn Glenn, as
treasurer

9404353458

Dear Mr. Strauss:

This is in reference to the complaint filed by Robert T. Bennett, on behalf of the Ohio Republican State Central and Executive Committee a/k/a Ohio Republican Party, with the Federal Election Commission on September 3, 1991. The complaint concerned John Glenn Presidential Committee, Inc.'s failure to report accrued bank loan interest. John Glenn Presidential Committee, Inc. is now known as Friends of John Glenn.

The Commission found that there was reason to believe Friends of John Glenn violated 2 U.S.C. § 434(b)(8), a provision of the Federal Election Campaign Act of 1971, as amended, and conducted an investigation in this matter. On June 15, 1994, a conciliation agreement signed by the respondents was accepted by the Commission. Accordingly, the Commission closed the file in this matter on that same date. A copy of this agreement is enclosed for your information.

If you have any questions, please contact me at (202) 219-3690.

Sincerely,

Richard M. Denholm II
Attorney

Enclosure
Conciliation Agreement

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

JUNE 17, 1994

Mr. Charles F.C. Ruff, Esquire
Covington & Burling
1201 Pennsylvania Avenue, N.W.
P.O. Box 7566
Washington, D.C. 20044-7566

RE: MUR 3418
Friends of John
Glenn and Lyn
Glenn, as treasurer

Dear Mr. Ruff:

On June 15, 1994, the Federal Election Commission accepted the signed conciliation agreement submitted on your clients' behalf in settlement of a violation of 2 U.S.C. § 434(b)(8), a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"). Accordingly, the file has been closed in this matter.

The confidentiality provisions at 2 U.S.C. § 437g(a)(12) no longer apply and this matter is now public. In addition, although the complete file must be placed on the public record within 30 days, this could occur at any time following certification of the Commission's vote. If you wish to submit any factual or legal materials to appear on the public record, please do so as soon as possible. While the file may be placed on the public record before receiving your additional materials, any permissible submissions will be added to the public record upon receipt.

Please be advised that information derived in connection with any conciliation attempt will not become public without the written consent of the respondents and the Commission. See 2 U.S.C. § 437g(a)(4)(B). The enclosed conciliation agreement, however, will become a part of the public record.

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Enclosed you will find a copy of the fully executed conciliation agreement for your files. Please note that the civil penalty is due and the filing of amended reports must be completed within 60 days of the conciliation agreement's effective date. If you have any questions, please contact me at (202) 219-3690.

Sincerely,

Richard M. Denholm II
Attorney

Enclosure
Conciliation Agreement

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OGC #1559

RECEIVED
FEDERAL ELECTION
COMMISSION
ADMINISTRATIVE DIVISION

Jan 7 10 55 AM '94

BEFORE THE FEDERAL ELECTION COMMISSION

JAN 7 11 47 AM '94
RECEIVED
FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL

In the Matter of	)	
	)	
Friends of John Glenn	)	MUR 3418
and Lyn Glenn, as treasurer	)	
	)	

CONCILIATION AGREEMENT

This matter was initiated by a signed, sworn, and notarized complaint by Robert T. Bennett, Chairman of the Ohio Republican State Central and Executive Committee. The Federal Election Commission ("Commission") found reason to believe that Friends of John Glenn and Lyn Glenn, as treasurer, ("Respondents") violated 2 U.S.C. § 434(b)(8).

NOW, THEREFORE, the Commission and Respondents, having participated in informal methods of conciliation, prior to a finding of probable cause to believe, do hereby agree as follows:

I. The Commission has jurisdiction over Respondents and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 2 U.S.C. § 437g(a)(4)(A)(i).

II. Respondents have had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. Respondents enter voluntarily into this agreement with the Commission.

IV. The pertinent facts in this matter are as follows:

1. Friends of John Glenn is a political committee within the meaning of 2 U.S.C. § 431(4).

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2. Lyn Glenn is the treasurer of Friends of John Glenn. Ms. Glenn has been the treasurer since August 14, 1992.

3. During the period 1984 until 1993, Friends of John Glenn was known as the John Glenn Presidential Committee, Inc.

4. On May 21, 1993, the John Glenn Presidential Committee, Inc. notified the Commission that it changed its name to Friends of John Glenn.

5. Pursuant to 2 U.S.C. § 434(b)(8), a committee shall report the amount and nature of outstanding debts and obligations owed by or to such political committee.

6. Pursuant to 11 C.F.R. § 104.1, the treasurer of a political committee is required to file reports according to 11 C.F.R. Part 104.

7. Pursuant to 11 C.F.R. § 104.3(d), each report filed under 11 C.F.R. § 104.1 shall, on Schedule C or D, as appropriate, disclose the amount and nature of outstanding debts and obligations owed by or to the reporting committee.

8. Pursuant to 11 C.F.R. § 104.11(a), all debts and obligations owed by a political committee which remain outstanding shall be continuously reported until extinguished.

9. Pursuant to 11 C.F.R. § 104.11(b), a committee must report a debt or obligation, including a loan, the amount of which is over $500, as of the date on which the debt or obligation is incurred. If the exact amount of a debt or

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obligation is not known, the report shall state that the amount reported is an estimate. Once the exact amount is determined, the political committee shall either amend the report containing the estimate or indicate the correct amount on the report for the reporting period in which such amount is determined.

10. On February 9 and February 15, 1984, Respondents received loans totaling $2,000,000 from Ameritrust Company, N.A. (now Society National Bank), BancOhio National Bank, the Huntington National Bank and Bank One, Columbus, N.A. ("the banks").

11. Pursuant to the lending agreement, each of the banks provided $500,000 to Bank One, as agent, and Bank One then provided the total proceeds to Respondents. Although Bank One acted as the agent for the banks, each bank is a separate lender and each is individually named as a party to the agreement.

12. Between 1986 and 1991, interest accrued on the loans totaling $779,594.22.

13. Between 1986 and 1991, Respondents did not report the accrued interest owed to the banks on Schedule D-P of their disclosure reports.

14. Respondents began reporting accrued interest on Schedule D-P of their July 15, 1991 Quarterly Report, but reported it as owed only to Bank One. The amount of the accrued interest reported was $493,135.64.

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15. On October 16, 1991, Respondents filed an amendment to the July 15, 1991 Quarterly Report, which corrected the amount of accrued interest reported. The amendment reported accrued interest totaling $779,594.52. According to the Committee's treasurer, the amount of accrued interest originally reported on the July 15, 1991 Quarterly Report was incorrect due to a bank computer error. The accrued interest was again reported as owed only to Bank One.

16. Respondents reported separately the accrued interest owed to Bank One, Columbus, N.A., Ameritrust Company, N.A., BancOhio National Bank, and the Huntington National Bank on their 1991 Year End Report.

17. Under 11 C.F.R. § 104.11(b), a debt or obligation, including a loan, in excess of $500 shall be reported as of the date on which the debt or obligation is incurred.

18. Respondents were required to report separately the accrued interest as to each bank on Schedule D-P to reflect the amount of debt or obligation incurred by the Committee during each reporting period.

19. Between 1986 and 1991, Respondents failed to report accrued interest totaling $779,594.22, as an outstanding debt or obligation on Schedule D-P.

V. During the period 1986-1991, Respondents failed to report as a debt or obligation accrued interest owed to four, separate banks, totaling $779,594.22, in violation of 2 U.S.C. § 434(b)(8).

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VI. Respondents contend that from the time the loans were received to the present, including the period from 1986 to 1991, they continuously reported the outstanding principal, the interest rate, and the payment history of the loans. Respondents further contend that the accrued interest was apparent on the face of the reports and that the accrued interest was reported in the press periodically and was public knowledge, even though, prior to 1991, the amount of accrued interest was not separately reported on Schedule D-P of their disclosure reports.

VII. 1. Respondents will file amended reports, including Schedule D-P, for the period 1986-1991. On Schedule D-P, Respondents will correctly report the accrued interest owed to the four banks identified above in Paragraph IV, sections 12 and 18.

2. Respondents will pay a civil penalty to the Federal Election Commission in the amount of Sixty-Five Thousand dollars ($65,000), pursuant to 2 U.S.C. § 437g(a)(5)(A).

VIII. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1) concerning the matters at issue herein or on its own motion, may review compliance with this agreement. If the Commission believes that this agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

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IX. This agreement shall become effective as of the date that all parties hereto have executed same and the Commission has approved the entire agreement.

X. Respondents shall have no more than 60 days from the date this agreement becomes effective to comply with and implement the requirements contained in this agreement and to so notify the Commission.

XI. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained in this written agreement shall be enforceable.

FOR THE COMMISSION:

Lawrence M. Noble
General Counsel

BY: Lois G. Lerner by A.A.S. Date June 17, 1994
Lois G. Lerner
Associate General Counsel

FOR THE RESPONDENTS:

Charles F.C. Ruff Date June 6, 1994
(Name) Charles F.C. Ruff
(Position) Counsel for Respondents

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

THIS IS THE END OF MUR # ~~3418~~ 3418

DATE FILMED ~~7-9-94~~ 7-13-94 CAMERA NO. 2

CAMERAMAN JMH

9404355467

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

Date: 9/19/94

✓ Microfilm

_____ Public Records

_____ Press

THE ATTACHED MATERIAL IS BEING ADDED TO CLOSED MUR 3418

9404358506 3

FRIENDS OF JOHN GLENN
681 Lincoln Street
St. Paul, MN 55105

July 19, 1994

Federal Election Commission
999 E Street, NW
Washington, DC 20463

RE: MUR ~~1328~~ 3418

Dear Commissioners:

Pursuant to the conciliation agreement for the above referenced matter, please find enclosed payment in the amount of $65,000.00 from Friends of John Glenn.

Sincerely,

Lyn Glenn
Treasurer

Lyn Glenn

Enclosure

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JOHN GLENN PRESIDENTIAL COMMITTEE
202 E. STREET, NE.
WASHINGTON, D.C. 20002

1332

8/10 19 94

25-3
440

PAY TO THE ORDER OF Federal Election Commission $*65,000.00*

*Sixty-five thousand and 00/100---------- DOLLARS

BANK ONE
BANK ONE, COLUMBUS, NA
Columbus, Ohio 43271

Michael J. Peter

⑈00001332⑈ ⑆044000037⑆ 10⑉08020⑈

JOHN GLENN
PRESIDENTIAL COMMITTEE

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW.
IF NOT CORRECT PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED.

DELUXE - FORM DVC-2 V-7

MUR ~~1328~~ Conciliation Agreement
3418

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

8/15/94

RECEIVED
FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL
AUG 15 4 45 PM '94

TWO WAY MEMORANDUM

TO: OGC, Docket

FROM: Rosa Swinton
Accounting Technician

SUBJECT: Account Determination for Funds Received

We recently received a check from John Glenn Presidential Cmte, check number 1332, dated 8/10/94, and in the amount of $65,000.00. Attached is a copy of the check and any correspondence that was forwarded. Please indicate below the account into which it should be deposited, and the MUR number and name.

TO: Rosa Swinton
Accounting Technician

FROM: OGC, Docket By aa

In reference to the above check in the amount of $45,000.00, the MUR number is 3418 and in the name of Friends of John Glen. The account into which it should be deposited is indicated below:

__ Budget Clearing Account (OGC), 95F3875.16

✓ Civil Penalties Account, 95-1099.160

__ Other: _____

Anita Alexander
Signature

8-15-94
Date

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

Date: 7/11/94

✓ Microfilm

_____ Public Records

_____ Press

THE ATTACHED MATERIAL IS BEING ADDED TO CLOSED MUR 3448

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FEDERAL ELECTION COMMISSION

Press Office
999 E Street, N.W., Washington, D.C. 20463
Phone: Local 202-219-4155 Toll Free 800-424-9530

FOR IMMEDIATE RELEASE:
JULY 11, 1994

CONTACT: KELLY HUFF
RON HARRIS
SHARON SHYDER
IAN STIRTON

FEC RELEASES THREE COMPLIANCE CASES

WASHINGTON -- The Federal Election Commission has made public its final action on three matters previously under review (MURs). This release contains only summary information. Closed files should be thoroughly read for details, including the FEC's legal analysis of the case. (Please see footnote at the end of this release.) Closed MUR files are available in the Public Records Office. They are as follows:

MUR NO.

1. 3418

RESPONDENTS: Friends of John Glenn (FKA The John Glenn Presidential Committee, Lyn Glenn, treasurer (OH)
COMPLAINANT: Robert T. Bennett, Chairman, Ohio Republican State Central and Executive Committee (OH)
SUBJECT: Failed to report debts (accrued interest on several bank loans
DISPOSITION: Conciliation Agreement: $65,000 civil penalty*

2. 3757

RESPONDENTS: Huffington for Congress, Eleanor F. Wyatt, treasurer (CA)
COMPLAINANT: FEC Initiated
SUBJECT: Failed to file 48-hour report
DISPOSITION: Conciliation Agreement: $20,000 civil penalty*

3. 3927

RESPONDENT: Mrs. Stanley Stone (WI)
COMPLAINANT: FEC Initiated
SUBJECT: Exceeding $25,000 annual contribution limit
DISPOSITION: Conciliation Agreement: $8,000 civil penalty*

*There are four administrative stages to the FEC enforcement process:
1. Receipt of proper complaint
2. "Reason to believe" stage
3. "Probable cause" stage
4. Conciliation stage

It takes the votes of at least four of the six Commissioners to take any action. The FEC can close a case at any point after reviewing a complaint. If a violation is found and conciliation cannot be reached, then the FEC can institute a civil court action against a respondent.

# # #

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FEDERAL ELECTION COMMISSION

Press Office
999 E Street, N.W., Washington, D.C. 20463
Phone: Local 202-219-4155 Toll Free 800-424-9530

FOR IMMEDIATE RELEASE
JULY 11, 1994

CONTACT: RON HARRIS
SHARON SNYDER
IAN STIRTON
KELLY HUFF

FEC ASSESSES CIVIL PENALTY OF $65,000 ON 1984 JOHN GLENN PRESIDENTIAL CAMPAIGN

WASHINGTON -- The 1984 John Glenn Presidential Campaign has been assessed $65,000 in civil penalties for failing to report properly the accumulating interest on bank loans in connection with that election campaign. This matter came to the Commission's attention through a complaint filed in 1992.

The FEC found that the 1984 John Glenn Presidential Campaign had received loans totaling $2 million from four Ohio banks. From 1986 to 1991, interest accrued on the loans totaled $779,594.22, and during that period the respondents failed to report to the FEC the accrued interest owed to the respective banks. Election law requires reporting a debt or obligation, including a loan, which is over $500, as of the date on which the debt or obligation is incurred.

Respondents were required to report separately the accrued interest owed to each of the four banks to reflect the amount of debt or obligation incurred by the Committee during each reporting period.

In a conciliation agreement signed by the respondents on June 6, it was agreed they would pay a civil penalty of $65,000 to the FEC and would file amended forms to correctly report the accrued interest owed to the four Ohio banks, which are Ameritrust Company, N.A. (now Society National Bank), BancOhio National Bank, the Huntington National Bank, and Bank One, Columbus, N.A.

The FEC's increased enforcement actions are in tandem with the prioritization of its caseload, thus bringing this issue to a conciliation point with relative expediency following the 1992 complaint. All presidential campaigns financed by public money are audited by the FEC and the files are never closed, thereby allowing continuing review.

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