



FEDERAL ELECTION COMMISSION  
WASHINGTON DC 20461

THIS IS THE BEGINNING OF MUR # 3794

DATE FILMED 10-27-93 CAMERA NO. 4

CAMERAMAN JMH

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## REPORTS ANALYSIS REFERRAL

TO

OFFICE OF GENERAL COUNSEL

DATE: April 2, 1993

ANALYST: JACK MACDONALD

I. COMMITTEE: Committee to Elect Olene S. Walker For  
Congress  
(C00261875)  
Nena Walker Slighting, Treasurer  
870 Hilltop Road  
Salt Lake City, UT 84103<sup>1/</sup>

II. RELEVANT STATUTE: 2 U.S.C. §441a(f)

## III. BACKGROUND:

## Acceptance of Apparent Excessive Contributions

The Committee to Elect Olene S. Walker For Congress ("the Committee") has, during 1992, accepted apparent excessive contributions totalling \$50,000. These contributions were made by the candidate's spouse who acted as the guarantor of ten (10) bank loans through a line of credit.

Schedule A of the Committee's 1992 April Quarterly Report disclosed a \$1,000 contribution received on March 31, 1992 designated for the Convention from the candidate's spouse (Attachment 2).

Schedule C of the Committee's 1992 12 Day Pre-Convention Report discloses \$28,000 in loans designated for the Convention and guaranteed by the candidate and her spouse from Zions First National Bank (Attachment 3). However, Schedules C-1 and a copy of a signed loan agreement indicate that the candidate may be the sole guarantor of the loans (Attachment 4).

On July 16, 1992, a Reports Analysis Division ("RAD") analyst called a committee representative to explain the

<sup>1/</sup> Some correspondence was sent to the former address of record.

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problem and request that the Committee file an amendment to clarify the status of the guarantor(s) for the loans. The representative said she would look into the matter and call back on the following day. The call was not returned (Attachment 5).

On July 21, 1992, a Request for Additional Information ("RFAI") was sent to the Committee. The RFAI requested additional information on the terms of the loans and on any collateral used to obtain the loans if the loans in question were secured by property based on joint assets. Otherwise, the Committee was instructed to amend any incomplete or incorrect information and/or to refund to the donor the amount in excess of \$1,000 (Attachment 6).

On July 28, 1992, a committee representative called RAD and spoke with a RAD analyst about the question of excessive contributions detailed in the RFAI. The analyst explained that the listing of the candidate and her spouse as guarantors of the bank loans on Schedule C conflicts with the signed loan agreement showing the candidate as the apparent sole guarantor of the loans. The analyst advised the committee representative to file an amendment to clarify this matter. The representative stated that both the candidate and her spouse are responsible for repaying the loans and that the loans are not secured. She also added that she would file additional documentation disclosing the spouse's signature as a guarantor of the loans in question (Attachment 7).

On August 3 and August 17, 1992, the Committee responded by filing documents which clearly show that the candidate's spouse is the sole guarantor of the loans in question (Attachment 8). The responses did not acknowledge the apparent excessive nature of the loans.

Schedules C and C-1 of the Committee's 1992 July Quarterly Report disclose an additional \$18,000 in loans designated for the Convention and guaranteed by the candidate and her spouse under the same conditions previously noted (Attachment 9).

On October 13, 1992, an RFAI was sent to the Committee (Attachment 10). The RFAI noted the receipt of the apparent excessive contributions and requested that the Committee refund the amount in excess of the \$1,000 limit. On November 5, 1992, a Second Notice was sent to the Committee for failure to respond to the RFAI (Attachment 11).

On December 4, 1992, the Committee responded by stating that the candidate's spouse guaranteed the full amount of the loans (Attachment 12). The response did not acknowledge the apparent excessive nature of the loans.

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Finally, Schedules C and C-1 of the Committee's 1992 October Quarterly Report disclose the remaining \$4,000 in loans designated for the Convention and guaranteed by the candidate and her spouse (Attachment 13).

On February 2, 1993, an RFAI was sent to the Committee (Attachment 14). The RFAI noted the receipt of the apparent excessive contributions and requested that the Committee refund the amount in excess of the \$1,000 limit. On February 25, 1993, a Second Notice was sent to the Committee for failure to respond to the RFAI (Attachment 15).

On February 24, 1993, the Committee responded by stating that the candidate's spouse guaranteed the full amount of the loans (Attachment 16). The response did not acknowledge the apparent excessive nature of the loans; however, the response did provide a copy of the renegotiated line of credit agreement dated January 18, 1993 with the spouse as sole guarantor.

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FEDERAL ELECTION COMMISSION  
1991-1992

DATE 1APR93

CANDIDATE INDEX OF SUPPORTING DOCUMENTS - (E)

PAGE 1

CANDIDATE/COMMITTEE/DOCUMENT	RECEIPTS		DISBURSEMENTS		COVERAGE DATES	# OF PAGES	MICROFILM LOCATION
	OFFICE SOUGHT/ PARTY	PRIMARY GENERAL	PRIMARY GENERAL	GENERAL			
WALKER, OLENE S	HOUSE 02 REPUBLICAN PARTY				UTAH	1992 ELECTION	ID# H2UT02068
1. STATEMENT OF CANDIDATE						4MAR92	1 92HSE/443/2868
1992 STATEMENT OF CANDIDATE							
2. PRINCIPAL CAMPAIGN COMMITTEE							
COMMITTEE TO ELECT OLENE S WALKER FOR CONGRESS							ID #C00261875 HOUSE
1992 STATEMENT OF ORGANIZATION						4MAR92	1 92HSE/443/2867
MISCELLANEOUS REPORT TO FEC						22JUN92	1 92HSE/454/1261
48 HOUR CONTRIBUTION NOTICE						22JUN92	3 92HSE/454/1050
MISCELLANEOUS REPORT TO FEC						17AUG92	5 92HSE/464/0110
MISCELLANEOUS REPORT TO FEC						27AUG92	1 92HSE/464/5955
MISCELLANEOUS REPORT TO FEC						2SEP92	1 92HSE/465/4108
APRIL QUARTERLY		30,168		18,154		20JAN92 - 31MAR92	13 92HSE/448/3363
APRIL QUARTERLY - AMENDMENT						20JAN92 - 31MAR92	1 92HSE/454/1348
REQUEST FOR ADDITIONAL INFORMATION						20JAN92 - 31MAR92	2 92FEC/759/0399
PRE-CONVENTION		60,850		70,535		1APR92 - 7JUN92	39 92HSE/454/0111
PRE-CONVENTION - AMENDMENT						1APR92 - 7JUN92	5 92HSE/454/0150
PRE-CONVENTION - AMENDMENT		60,850		70,535		1APR92 - 7JUN92	43 92HSE/463/4034
NOTICE OF FAILURE TO FILE						1APR92 - 7JUN92	1 92FEC/761/2754
REQUEST FOR ADDITIONAL INFORMATION						1APR92 - 7JUN92	5 92FEC/771/0360
JULY QUARTERLY		20,337		22,482		8JUN92 - 30JUN92	23 92HSE/460/4955
JULY QUARTERLY - AMENDMENT		20,912		22,515		8JUN92 - 30JUN92	21 92HSE/463/4013
JULY QUARTERLY - AMENDMENT						8JUN92 - 30JUN92	2 92HSE/484/4272
REQUEST FOR ADDITIONAL INFORMATION						8JUN92 - 30JUN92	7 92FEC/785/2795
REQUEST FOR ADDITIONAL INFORMATION 2ND						8JUN92 - 30JUN92	8 92FEC/802/0701
OCTOBER QUARTERLY		9,880		9,550		1JUL92 - 30SEP92	20 92HSE/472/2495
OCTOBER QUARTERLY - AMENDMENT						1JUL92 - 30SEP92	4 92HSE/495/0180
REQUEST FOR ADDITIONAL INFORMATION						1JUL92 - 30SEP92	3 92FEC/827/0789
REQUEST FOR ADDITIONAL INFORMATION 2ND						1JUL92 - 30SEP92	4 92FEC/830/2010
YEAR-END		6,700		4,502		1SEP92 - 31DEC92	15 92HSE/493/4882
TOTAL		128,510	0	125,256	0		228 TOTAL PAGES
3. AUTHORIZED COMMITTEES							
4. JOINT FUNDRAISING COMMITTEES AUTHORIZED BY THE CAMPAIGN							

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All reports have been reviewed.

Ending Cash-on-hand as of 12/31/92: \$3,254.10

Outstanding debts as of 12/31/92: \$79,870

1992 April Quarterly Report

ORGANIZATION

FINANCED RECEIPTS

Contributions from Individuals/Persons

Use separate worksheets for each category of the Standard Summary Page

PAGE 1 OF 1  
FOR LINE NUMBER 1144

Any information reported from such Reports and Statements may not be used or used by any person for the purpose of collecting contributions or for any other purpose. This information is for the use of the Internal Revenue Service only.

NAME OF CONTRIBUTOR (Print)

Contributor to West State Valley for Success

SEE SE IN ORGANIZATION

NAME OF CONTRIBUTOR (Print)	State of Employer	Date (month, day, year)	Amount of Cash Receipt (Use Period)
A. Williams, 12345 Main St P. Box 1234 1234 Main St Salt Lake City, UT 84100	Country Group Food, Inc.	06/31/92	1,000.00
<input type="checkbox"/> Cash <input type="checkbox"/> Money <input type="checkbox"/> Check <input checked="" type="checkbox"/> Other (Specify)			
A. Williams, 12345 Main St P. Box 1234 170 F Street Salt Lake City, UT 84100	State of Employer Main Street National Bank	03/31/92	200.00
<input type="checkbox"/> Cash <input type="checkbox"/> Money <input type="checkbox"/> Check <input checked="" type="checkbox"/> Other (Specify)			
A. Williams, 12345 Main St P. Box 1234 1234 Main St Salt Lake City, UT 84100	State of Employer Main Street National Bank	3/31/92	200.00
<input type="checkbox"/> Cash <input type="checkbox"/> Money <input type="checkbox"/> Check <input checked="" type="checkbox"/> Other (Specify)			
A. Williams, 12345 Main St P. Box 1234 1234 Main St Salt Lake City, UT 84100	State of Employer Main Street National Bank		
<input type="checkbox"/> Cash <input type="checkbox"/> Money <input type="checkbox"/> Check <input checked="" type="checkbox"/> Other (Specify)			
A. Williams, 12345 Main St P. Box 1234 1234 Main St Salt Lake City, UT 84100	State of Employer Main Street National Bank		
<input type="checkbox"/> Cash <input type="checkbox"/> Money <input type="checkbox"/> Check <input checked="" type="checkbox"/> Other (Specify)			
A. Williams, 12345 Main St P. Box 1234 1234 Main St Salt Lake City, UT 84100	State of Employer Main Street National Bank		
<input type="checkbox"/> Cash <input type="checkbox"/> Money <input type="checkbox"/> Check <input checked="" type="checkbox"/> Other (Specify)			
A. Williams, 12345 Main St P. Box 1234 1234 Main St Salt Lake City, UT 84100	State of Employer Main Street National Bank		
<input type="checkbox"/> Cash <input type="checkbox"/> Money <input type="checkbox"/> Check <input checked="" type="checkbox"/> Other (Specify)			

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1992 12 DAY PRE-CONVENTION REPORT

**SCHEDULE C**  
(Part of 990)

**LOANS**

Page 1 of 2  
OMB No. 1545-0047  
(Use separate schedules for each numbered line.)

Name of Committee (in Full)		FIC ID No		
Committee to Elect Glenn Walker for Congress		C00261875		
<b>A. Full Name, Mailing Address and ZIP Code of Loan Source</b> Glenn S. Walker 878 Hilltop Rd. Salt Lake City, UT 84103 Election: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify): <b>CONVENTION</b>		Original Amount of Loan 2000.00	Cumulative Payments to Date 0.00	Balance Outstanding at Close of This Period 2000.00
Terms: Date Incurred <u>4/17/92</u> Date Due <u>None</u> Interest Rate <u>0.000</u> % (ap) <input type="checkbox"/> Secured				
List All Endorsers or Guarantors (if any) to Item A				
1. Full Name, Mailing Address and ZIP Code	Name of Employer	Amount Guaranteed Outstanding \$		
	Occupation			
	Amount Guaranteed Outstanding \$			
2. Full Name, Mailing Address and ZIP Code	Name of Employer	Amount Guaranteed Outstanding \$		
	Occupation			
	Amount Guaranteed Outstanding \$			
3. Full Name, Mailing Address and ZIP Code	Name of Employer	Amount Guaranteed Outstanding \$		
	Occupation			
	Amount Guaranteed Outstanding \$			
<b>B. Full Name, Mailing Address and ZIP Code of Loan Source</b> Sions First National Bank 1420 South 300 West Salt Lake City, UT 84119 Election: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify): <b>CONVENTION</b>		Original Amount of Loan 17000.00	Cumulative Payments to Date 0.00	Balance Outstanding at Close of This Period 17000.00
Terms: Date Incurred <u>5/15/92</u> Date Due <u>1/15/93</u> Interest Rate <u>7.500</u> % (ap) <input type="checkbox"/> Secured				
List All Endorsers or Guarantors (if any) to Item B				
1. Full Name, Mailing Address and ZIP Code	Name of Employer	Amount Guaranteed Outstanding \$		
Glenn S. Walker 878 Hilltop Rd. Salt Lake City, UT 84103	Candidate Occupation			
	Amount Guaranteed Outstanding \$ 17000.00			
2. Full Name, Mailing Address and ZIP Code	Name of Employer	Amount Guaranteed Outstanding \$		
J. Myron Walker 878 Hilltop Rd. Salt Lake City, UT 84103	Country Crisp Food Occupation President			
	Amount Guaranteed Outstanding \$ 17000.00			
3. Full Name, Mailing Address and ZIP Code	Name of Employer	Amount Guaranteed Outstanding \$		
	Occupation			
	Amount Guaranteed Outstanding \$			
<b>SUBTOTALS This Period This Page (optional)</b>		2000.00		
<b>TOTALS This Period (last page in this sub only)</b>				

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Only carrying forward any to Line 8, Schedule C, Part III. If no Schedule C, carry forward to appropriate line of Form 990.

1992 12 DAY PRE-CONVENTION REPORT

SCHEDULE C  
(Part of 300)

LOANS

Page 2 of 2  
100 (Schedule C) 11a  
(Use separate schedules for 20-4 numbered line)

Name of Committee (in Full) **Committee to Elect Glenn Walker for Congress** FEC ID No **C09251079**

A. Full Name, Mailing Address and ZIP Code of Loan Source	Original Amount of Loan	Deductible Payment To Date	Balance Due at	Outstanding at This Period
<b>Sions First National Bank</b> 1420 South 3000 West Salt Lake City, UT 84115	3000.00			3000.00
Election: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify): <b>convention</b>				
Terms: Date Inured <u>3/20/92</u> Date Due <u>1/15/93</u> Interest Rate <u>7.500 % (APR)</u> <input type="checkbox"/> Secured				

List All Endorsers or Guarantors (if any) to Item A

1. Full Name, Mailing Address and ZIP Code	Name of Employer	Occupation	Amount Guaranteed Outstanding
<b>Glenn S. Walker</b> 370 Hilltop Rd. Salt Lake City, UT 84103	<b>Candidate</b>		3000.00
<b>J. Myron Walker</b> 870 Hilltop Rd. Salt Lake City, UT 84103	<b>COUNTRY CRISP FOOD</b>	<b>President</b>	3000.00
<b>3. Full Name, Mailing Address and ZIP Code:</b>	<b>Name of Employer</b>	<b>Occupation</b>	<b>Amount Guaranteed Outstanding</b>

B. Full Name, Mailing Address and ZIP Code of Loan Source	Original Amount of Loan	Deductible Payment To Date	Balance Due at	Outstanding at This Period
<b>Sions First National Bank</b> 1420 South 300 West Salt Lake City, UT 84115	8000.00			8000.00
Election: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify): <b>convention</b>				
Terms: Date Inured <u>6/1/92</u> Date Due <u>1/15/93</u> Interest Rate <u>7.500 % (APR)</u> <input type="checkbox"/> Secured				

List All Endorsers or Guarantors (if any) to Item B

1. Full Name, Mailing Address and ZIP Code	Name of Employer	Occupation	Amount Guaranteed Outstanding
<b>Glenn S. Walker</b> 870 Hilltop Rd. Salt Lake City, UT 84103	<b>Candidate</b>		8000.00
<b>J. Myron Walker</b> 870 Hilltop Rd. Salt Lake City, UT 84100	<b>COUNTRY CRISP FOOD</b>	<b>President</b>	8000.00
<b>Full Name, Mailing Address and ZIP Code:</b>	<b>Name of Employer</b>	<b>Occupation</b>	<b>Amount Guaranteed Outstanding</b>

SUBTOTALS This Period This Page (optional) 11000.00

TOTALS This Period (last page in this set only)

Any additional entries only to LINE 10 OF SCHEDULE C TO BE FILED WITH SCHEDULE C, AND TO BE REPORTED TO THE COMMISSION

9:39 92A1802

**SCHEDULE C-1**  
Federal Election Commission  
Washington, D.C. 20463

Supplementary for information  
found on Page 1 of Schedule C

**LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS**

NAME OF COMMITTEE (IN FULL) <b>Committee to Elect Olene S. Walker for Congress</b>		FEC IDENTIFICATION NUMBER <b>C00261875</b>	
FULL NAME, MAILING ADDRESS AND ZIP CODE OF LENDING INSTITUTION (LENDER) <b>Zions First National Bank 1420 South 300 West Salt Lake City, UT 84115</b>	AMOUNT OF LOAN <b>17,000.00</b>	INTEREST RATE (APR) <b>7.5</b>	
	DATE INCURRED OR ESTABLISHED <b>5/15/92</b>	DATE DUE <b>1/15/93</b>	
A. Has loan been restructured? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, date originally incurred: _____			
B. If line of credit, amount of this draw: <u>17,000.00</u> ; total outstanding balance: <u>17,000.00</u>			
C. Are other parties secondarily liable for the debt incurred? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Endorsers and guarantors must be reported on Schedule C.)			
D. Are any of the following pledged as collateral for the loan: real estate, personal property, goods, negotiable instruments, certificates of deposit, chattel papers, stocks, accounts receivable, cash on deposit, or other similar traditional collateral? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes if yes, specify: _____			
What is the value of this collateral? <u>N/A</u>			
Does the lender have a perfected security interest in it? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
E. Are any future contributions or future receipts of interest income, pledged as collateral for the loan? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes if yes, specify: <u>N/A</u> What is the estimated value? _____			
A depository account must be established pursuant to 11 CFR 100.7(b)(11)(i)(B) and 100.8(b)(12)(i)(B). Date account established: _____ Location of account: _____			
F. If neither of the types of collateral described above was pledged for this loan, or if the amount pledged does not equal or exceed the loan amount, state the basis upon which this loan was made and the basis on which it assures repayment. <u>N/A</u>			
G. COMMITTEE TREASURER		DATE	
TYPED NAME <b>Nena M. Slighting</b>		SIGNATURE <i>Nena M. Slighting</i> <b>6-15-92</b>	
H. Attach a signed copy of the loan agreement.			
I. TO BE SIGNED BY THE LENDING INSTITUTION:			
I. To the best of this institution's knowledge, the terms of the loan and other information regarding the extension of the loan are accurate as stated above.			
II. The loan was made on terms and conditions (including interest rate) no more favorable at the time than those imposed for similar extensions of credit to other borrowers of comparable credit worthiness.			
III. This institution is aware of the requirement that a loan must be made on a basis which assures repayment, and has complied with the requirements set forth at 11 CFR 100.7(b)(11) and 100.8(b)(12) in making this loan.			
AUTHORIZED REPRESENTATIVE		TITLE	
SIGNATURE <i>R.A. Weddington</i>		Vice President	
TYPED NAME <b>R.A. Weddington</b>		DATE <b>6/15/92</b>	

9300-15015903

SCHEDULE C-1  
Federal Election Commission  
Washington, D.C. 20463

Supplementary for information  
found on Page 3 of Schedule C

LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS

NAME OF COMMITTEE (IN FULL) Committee to Elect Olene S. Walker for Congress		FEC IDENTIFICATION NUMBER C00261875	
FULL NAME, MAILING ADDRESS AND ZIP CODE OF LENDING INSTITUTION (LENDER) Zions First National Bank 1420 South 300 West Salt Lake City, UT 84115	AMOUNT OF LOAN 3,000.00	INTEREST RATE (APR) 7.5%	
	DATE INCURRED OR ESTABLISHED 5/20/92	DATE DUE 1/15/93	

A. Has loan been restructured?  No  Yes If yes, date originally incurred: \_\_\_\_\_

B. If line of credit, amount of this draw: 3,000.00 ; total outstanding balance: 20,000.00

C. Are other parties secondarily liable for the debt incurred?  
 No  Yes (Endorsers and guarantors must be reported on Schedule C.)

D. Are any of the following pledged as collateral for the loan: real estate, personal property, goods, negotiable instruments, certificates of deposit, chattel papers, stocks, accounts receivable, cash on deposit, or other similar traditional collateral?  
 No  Yes If yes, specify: \_\_\_\_\_

What is the value of this collateral? N/A

Does the lender have a perfected security interest in it?  No  Yes

E. Are any future contributions or future receipts of interest income, pledged as collateral for the loan?  
 No  Yes If yes, specify: N/A What is the estimated value? \_\_\_\_\_

A depository account must be established pursuant to 11 CFR 100.7(b)(11)(i)(B) and 100.8(b)(12)(i)(B). Date account established: \_\_\_\_\_ Location of account: \_\_\_\_\_

F. If neither of the types of collateral described above was pledged for this loan, or if the amount pledged does not equal or exceed the loan amount, state the basis upon which this loan was made and the basis on which it assures repayment.  
N/A

G. COMMITTEE TREASURER	DATE
TYPED NAME <u>Nena W. Slighting</u> SIGNATURE <i>Nena W. Slighting</i>	<u>6-15-92</u>

H. Attach a signed copy of the loan agreement.

I. TO BE SIGNED BY THE LENDING INSTITUTION:

I. To the best of this institution's knowledge, the terms of the loan and other information regarding the extension of the loan are accurate as stated above.

II. The loan was made on terms and conditions (including interest rate) no more favorable at the time than those imposed for similar extensions of credit to other borrowers of comparable credit worthiness.

III. This institution is aware of the requirement that a loan must be made on a basis which assures repayment, and has complied with the requirements set forth at 11 CFR 100.7(b)(11) and 100.8(b)(12) in making this loan.

AUTHORIZED REPRESENTATIVE	TITLE	DATE
TYPED NAME <u>E.A. Meddington</u> SIGNATURE <i>E.A. Meddington</i>	<u>Vice President</u>	<u>6/15/92</u>

993015049615904

SCHEDULE C-1  
Federal Election Commission  
Washington, D.C. 20463

Supplementary Information  
found on Page 1 of Schedule C

LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS

NAME OF COMMITTEE (IN FULL) <b>Committee to Elect Glenn S. Walker for Congress</b>		FEC IDENTIFICATION NUMBER <b>000261H'S</b>	
FULL NAME, MAILING ADDRESS AND ZIP CODE OF LENDING INSTITUTION (BANKER) <b>Zions First National Bank 1420 South 300 West Salt Lake City, UT 84115</b>	AMOUNT OF LOAN <b>8,000.00</b>	INTEREST RATE (APR) <b>7.57</b>	
	DATE INCURRED OR ESTABLISHED <b>6/1/92</b>	DATE DUE <b>1/15/93</b>	
A. Has loan been restructured? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, date originally incurred: _____			
B. If line of credit, amount of this draw: <u>8,000.00</u> , total outstanding balance: <u>28,000.00</u>			
C. Are other parties secondarily liable for the debt incurred? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Endorsers and guarantors must be reported on Schedule C.)			
D. Are any of the following pledged as collateral for the loan: real estate, personal property, goods, negotiable instruments, certificates of deposit, chattel papers, stocks, accounts receivable, cash on deposit, or other similar traditional collateral? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, specify: _____			
What is the value of this collateral? <u>N/A</u>			
Does the lender have a perfected security interest in it? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
E. Are any future contributions or future receipts of interest income, pledged as collateral for the loan? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, specify: <u>N/A</u> What is the estimated value? _____			
A depository account must be established pursuant to 11 CFR 100.7(b)(11)(i)(B) and 100.8(b)(12)(i)(B). Date account established: _____ Location of account: _____			
F. If neither of the types of collateral described above was pledged for this loan, or if the amount pledged does not equal or exceed the loan amount, state the basis upon which this loan was made and the basis on which it assures repayment. <b>N/A</b>			
G. COMMITTEE TREASURER TYPED NAME <b>Nena W. Slighting</b>		SIGNATURE <i>Nena W. Slighting</i>	DATE <b>6-15-92</b>
H. Attach a signed copy of the loan agreement.			
I. TO BE SIGNED BY THE LENDING INSTITUTION: I. To the best of this institution's knowledge, the terms of the loan and other information regarding the extension of the loan are accurate as stated above. II. The loan was made on terms and conditions (including interest rate) no more favorable at the time than those imposed for similar extensions of credit to other borrowers of comparable credit worthiness. III. This institution is aware of the requirement that a loan must be made on a basis which assures repayment, and has complied with the requirements set forth at 11 CFR 100.7(b)(11) and 100.8(b)(12) in making this loan.			
AUTHORIZED REPRESENTATIVE TYPED NAME <b>R.A. Weddington</b>		SIGNATURE <i>R.A. Weddington</i>	TITLE <b>Vice President</b> DATE <b>6/15/92</b>

950152

PROMISSORY NOTE  
Revolving Line of Credit - Business Purp.

Salt Lake City, Utah  
May 14, 1992

Line of Credit: \$ 20,000.00

For value received, the undersigned (hereafter referred to as "Borrower"), jointly and severally, promise to pay to the order of ZIONS FIRST NATIONAL BANK, a national banking association (hereinafter referred to as "Zions"), at its Office in Salt Lake City, the sum of Fifty thousand and no/100 dollars (\$ 50,000.00) or such other principal balances as may be outstanding hereunder, in lawful money of the United States with interest thereon in like money as follows:

- A variable rate equal to 1.0% plus the base rate of Zions (which base rate is currently 6.5% and is hereinafter defined). From time to time in effect, adjusted as of the date of any change in said base rate, from date hereof until paid, or in the event of default, at holder's option, whether before or after judgment, the variable rate payable hereon shall increase to 8.0% above the base rate until brought current or paid.
- A fixed rate of \_\_\_\_\_% from date hereof until paid, or in the event of default, at holder's option, whether before or after judgment at the rate of \_\_\_\_\_% until brought current or paid.

Interest will be calculated and accrued hereon daily by dividing each day's outstanding principal balance by 360 days and multiplying the result by the applicable above rate.

The accumulated daily interest is to be paid monthly commencing June 15, 1992 and on the same day of each month thereafter. All principal and unpaid interest is to be paid in full on January 15, 1993. Interest shall accrue from the date of disbursement of principal or portion thereof until paid in accordance with the terms set forth herein.

Unless otherwise agreed or required by applicable law, all payments shall be applied first to any unpaid collection costs and late charges, then to accrued unpaid interest and any remaining amount to the principal.

Zions' Base Rate means an index which is determined daily by the published commercial loan variable rate index held by any two of the following banks: Chemical Bank, Wells Fargo Bank N. A., and Bank of America N. T. & S. A. In the event no two of the above banks have the same published rate, the bank having the median rate will establish Zions' Base Rate. If, for any reason beyond the control of Zions, any of the aforementioned banks becomes unacceptable as a reference for the purpose of determining the Base Rate used herein, Zions may, five days after posting notice in Zions Bank offices, substitute another comparable bank for the one determined unacceptable. As used in this paragraph, "comparable bank" shall mean one of the ten largest commercial banks headquartered in the United States of America. This definition of Base Rate is to be strictly interpreted and is not intended to serve any purpose other than providing an index to determine the variable interest rate used herein. It is not the lowest rate at which Zions may make loans to any of its customers, either now or in the future.

This note shall be a revolving line of credit under which Borrower may repeatedly draw and repay funds, so long as no default has occurred hereunder or under any agreement providing collateral for this indebtedness; provided that the aggregate principal balance outstanding at any time shall not exceed Fifty thousand and no/100 dollars (\$ 50,000.00). If, at any time prior to the maturity of this note, this note shall have a zero balance owing, this note shall not be deemed satisfied or terminated but shall remain in full force and effect for future draws unless terminated upon other grounds.

If the holder reasonably deems itself insecure, or if default occurs in the payment of any principal or interest when due, or if any default occurs under any agreement providing collateral for or in relation to this indebtedness, including but not limited to any lease or credit agreement, or borrower default pursuant to the terms of any other indebtedness owed to Zions, first being the amount hereof, then the entire unpaid balance, with interest as aforesaid, shall, at the election of the holder hereof, and without notice of said election, at once become due and payable.

If this note becomes in default as aforesaid, Borrower, jointly and severally, agrees to pay to the holder hereof all collection costs, including reasonable attorneys' fees and legal expenses, in addition to all other sums due hereunder, and Zions may offset against any amounts owing hereon any bank account or other amounts owed by Zions in any capacity to Borrower. This note shall be governed by and construed in accordance with the laws of the State of Utah except as may be provided by the arbitration provisions.

Borrower and all endorsers, parties and guarantors hereof hereby jointly and severally waive presentment for payment, demand, protest, notice of protest and of non-payment and of dishonor, and consent to extensions of time, renewals, waivers or modifications without notice and further consent to the release of any collateral or any part thereof, with or without substitution.

This note and any other documents executed in connection with this note constitute the entire agreement between Borrower and Zions and may not be contravened by any alleged oral agreements.

ARBITRATION DISCLOSURES:

1. ARBITRATION IS USUALLY FINAL AND BINDING ON THE PARTIES AND SUBJECT ONLY TO A VERY LIMITED REVIEW BY A COURT.
2. THE PARTIES ARE WAIVING THEIR RIGHT TO LITIGATE IN COURT, INCLUDING THEIR RIGHT TO A JURY TRIAL.
3. PRE-ARBITRATION DISCOVERY IS GENERALLY MORE LIMITED AND DIFFERENT FROM COURT PROCEEDINGS.
4. ARBITRATORS' AWARDS ARE NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING AND ANY PARTY'S RIGHT TO APPEAL OR TO SEEK MODIFICATION OF RULINGS BY ARBITRATORS IS STRICTLY LIMITED.
5. A PANEL OF ARBITRATORS MIGHT INCLUDE AN ARBITRATOR WHO IS OR WAS AFFILIATED WITH THE BANKING INDUSTRY.
6. IF YOU HAVE QUESTIONS ABOUT ARBITRATION, CONSULT YOUR ATTORNEY OR THE AMERICAN ARBITRATION ASSOCIATION.

ARBITRATION PROVISIONS:

(a) Any controversy or claim between or among the parties, including but not limited to those arising out of or relating to this Note or any agreements, security instruments relating to the pledge of collateral, or instruments relating herein or delivered in connection herewith, and including but not limited to a claim based on or arising from an alleged tort, shall at the request of any party be determined by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration proceedings shall be conducted in Salt Lake City, Utah. The arbitrator(s) shall have the qualifications set forth in subparagraph (c) herein. All matters of limitation which would otherwise be applicable in a judicial action brought by a party shall apply to any arbitration or reference proceeding hereunder.

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(b) In any judicial action or proceeding arising out of or relating to this Note or any agreement, security instrument relating to the pledged assets or instruments relating hereto or delivered in connection herewith, including but not limited to a claim based on or arising from an alleged act, if the controversy or claim is not submitted to arbitration as provided and limited in subparagraph (a) herein, all questions of fact and law shall be determined by a reference in accordance with Rule 53 of the Federal Rules of Civil Procedure or Rule 53 of the Utah Rules of Civil Procedure or other comparable, applicable reference procedure. The parties shall designate to the court, the referee(s) and under the auspices of the American Arbitration Association in the same manner as arbitrators are selected in Association-sponsored arbitration proceedings. The referee(s) shall have the qualifications set forth in subparagraph (c) herein.

(c) The arbitrator(s) or referee(s) shall be elected in accordance with the rules of the American Arbitration Association then in effect maintained by the Association. A single arbitrator or referee shall be knowledgeable in the subject matter of the dispute. Where three arbitrators or referees conduct an arbitration or reference proceeding, the claim shall be decided by a majority vote of the three arbitrators or referees, at least one of whom must be knowledgeable in the subject matter of the dispute and at least one of whom must be a practicing attorney. The arbitrator(s) or referee(s) shall award recovery of all costs and fees (including reasonable attorneys' fees, administrative fees, arbitrators' fees, and court costs). The arbitrator(s) or referee(s) also may grant provisional or ancillary remedies such as, for example, injunctive relief, attachment, or the appointment of a receiver, either during the pendency of the arbitration or reference proceeding or as part of the arbitration or reference award.

(d) Judgment upon an arbitration or reference award may be entered in any court having jurisdiction, subject to the following limitation: the arbitration or reference award is binding upon the parties only if the amount does not exceed Four Million Dollars (\$4,000,000.00); if the award exceeds that limit, either party may commence legal action for a court trial de novo. Such legal action must be filed within thirty (30) days following the date of the arbitration or reference award, if such legal action is not filed within that time period, the amount of the arbitration or reference award shall be binding. The computation of the total amount of an arbitration or reference award shall include amounts awarded for arbitration fees, attorneys' fees, interest, and all other related costs.

(e) At the Bank's option, foreclosure under a deed of trust or mortgage may be accomplished either by exercise of a power of sale under the deed of trust or by judicial foreclosure. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

(f) Notwithstanding the applicability of other law to any other provision of this Agreement, the Federal Arbitration Act, 9 U.S.C. § 1 et seq., shall apply to the construction and interpretation of this arbitration paragraph.

This note is:

Unsecured

Secured by:  Trust Deed deed \_\_\_\_\_  Security Agreement deed \_\_\_\_\_

Secured by Continuing Inventory and Accounts Receivable Security Agreement deed \_\_\_\_\_

Disbursement hereunder may be made only in accordance with said agreement.

Made in accordance with a \_\_\_\_\_ Agreement deed \_\_\_\_\_

OLENE S. WALKER

Cert. No. \_\_\_\_\_ Note No. \_\_\_\_\_  
Dtd 1/15/63 Date 531-9292

BY: \_\_\_\_\_

Renewal of a Note deed \_\_\_\_\_  
MCA 870 Hilltop Road  
Salt Lake City, Utah 84103

BY: *Olene Walker*  
Olene S. Walker

(Individually and Personally)

(Individually and Personally)

930145 FOR 0154

**MEMORANDUM FOR FILES:** TELECON

**SUBJECT:** Guarantor(s) of Bank Loans

**FROM:** Jack MacDonald

**TO:** Camille (committee representative)

**NAME OF COMMITTEE:** Committee To Elect Olene S. Walker For Congress

**DATE:** 7/16/92

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Today, I called the campaign and spoke with Camille about the bank loans itemized on the committee's pre-convention report. I explained that the listing of the candidate and her spouse as guarantors of the loans differs from the actual signed loan agreement, which is signed only by the candidate. I asked her to please file an amendment to clarify how many individuals guaranteed the loans. She said that she would look into the matter and call me tomorrow.



FEDERAL ELECTION COMMISSION  
WASHINGTON, DC 20543

RQ-2

Hena Walker Slighting, Treasurer  
Committee to Elect Olene S. Walker  
For Congress  
515 South 700 East, Suite 2A  
Salt Lake City, UT 84102

JUL 21 1992

Identification Number: C00261875

Reference: 12 Day Pre-Convention Report (4/1/92-6/7/92)

Dear Ms. Slighting:

This letter is prompted by the Commission's preliminary review of the report(s) referenced above. The review raised questions concerning certain information contained in the report(s). An itemization follows:

-Schedule C of your report (pertinent portion attached) discloses a contribution(s) which appears to exceed the limits set forth in the Act. An individual, including a candidate's spouse, may not make contributions to a candidate for federal office in excess of \$1,000 per election. If the contributions or loans in question were secured by property based on joint assets, please clarify your report with the following information:

- the name and address of the lending institution
- the interest rate
- whether or not the loan was secured
- the due date or amortization schedule
- brief description of the collateral or property used as a basis for the loan
- the owners of the collateral or the property used as a basis for the loan
- the type of ownership of such property (e.g., tenants by the entireties, joint tenants, tenants in common, etc.)
- the percentage of such property owned by each owner
- value of such property
- the names of all signatories on both the security instrument and the commercial note
- the capacity in which each signatory signed (e.g., co-maker, endorser, guarantor)

If the contribution(s) in question was incompletely or incorrectly disclosed, you should amend your original

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report with the clarifying information. If the contribution(s) you received exceeds the limits, you should either refund to the donor the amount in excess of \$1,000 or get the donor to redesignate and/or reattribute the contribution in writing. All refunds, redesignations, and reattributions must be made within sixty days of the treasurer's receipt of the contribution. Copies of refund checks and copies of letters reattributing or redesignating the contributions in question may be used to respond to this letter. Refunds and repayments are reported on Line 20 or Line 19, respectively, of the Detailed Summary Page and on Schedule B of the report covering the period in which they are made. Redesignations and reattributions are reported as memo entries on Schedule A of the report covering the period in which the authorization for the redesignation and/or reattribution is received. (11 CFR §§100.7, 100.8, 110.1, and 104.3(d)(2), (3) and (4))

Although the Commission may take further legal steps, prompt action by you to refund or seek redesignation and/or reattribution will be taken into consideration.

-Commission Regulations require the continuous reporting of all outstanding loans. This report omits the loan(s) itemized on your previous report(s). Please amend your report(s) to indicate the current status of the following loan(s): \$1,870, \$10,000, and \$10,000 owed to Olene S. Walker. (11 CFR §§104.3(d) and 104.11)

-Columns A and B, Line 6(c) of the Summary Page should equal the difference of Line 6(a) and Line 6(b).

-2 U.S.C. §434(b)(3) requires itemization of contributions from individuals and persons other than political committees, where the aggregate total from the contributor exceeds \$200 in a calendar year. In addition, 11 CFR §104.3(a)(2)(i)(B) requires a committee to report the total amount of unitemized contributions (see Line 11(a)(11) of the Detailed Summary Page). If a committee wishes to disclose contributions regardless of the amount contributed, the committee must separate (on separate receipt schedules) those contributors requiring itemization from those who are not required to be itemized. (11 CFR §104.3(a)(4)(i)) For future filings, please submit your reports in this order.

-Please be advised that you should continue reporting whether or not each candidate loan came from the candidate's personal funds or from a lending institution. This information should appear on each report until the loan is repaid.

A written response or an amendment to your original report(s) correcting the above problem(s) should be filed with the Clerk of

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the House of Representatives, 1036 Longworth House Office Building, Washington, DC 20515 within fifteen (15) days of the date of this letter. If you need assistance, please feel free to contact me on our toll-free number, (800) 424-9530. My local number is (202) 219-3500.

Sincerely,

*Jack MacDonald*

Jack MacDonald  
Reports Analyst  
Reports Analysis Division

9,3039916J3521

**MEMORANDUM FOR FILES:** TELECON

**SUBJECT:** Guarantor(s) of Bank Loans

**FROM:** Jeanne Glaittli (assistant treasurer)

**TO:** Jack MacDonald

**NAME OF COMMITTEE:** Committee To Elect Olene S. Walker For Congress

**DATE:** 7/28/92

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Today, Jeanne called me to ask questions about the RFAI sent to her on the committee's pre-convention report. Specifically, we discussed the status of the bank loans and the guarantors of the loans. I told her that I had spoken with Camille about this matter and had already requested additional information on the loans. Jeanne stated that the candidate and her husband are responsible for the loan and that the loan is not secured. I advised her to file an amendment detailing this information and to file all relevant loan documents.

AUG 03 1992

CERTIFIED MAIL



RECEIVED  
FEDERAL ELECTION  
COMMISSION  
MAY 1992  
AUG 7 1 24 PM '92

515 South 700 East, Suite 2A • Salt Lake City, Utah 84102 • (801)581-9202

July 31, 1992

144754

Jack MacDonald  
Reports Analyst  
Reports Analysis Division  
Federal Election Commission  
Washington, D.C., 20463

Dear Jack,

This letter is in response to the letter dated July 21, 1992 from the Federal Election Commission regarding the Pre-Convention Report (4/1/92 - 6/7/92) of the Committee to Elect Olene Walker for Congress (ID # C00261875.) Please note the Pre-Convention report and the July 15 report have been amended and are enclosed.

The following is information requested on the bank loan from Sions First National Bank as per our telephone conversation:

Lending Institution:	Sions First National Bank 1420 South 300 West Salt Lake City, UT 84115
Interest Rate:	Variable - Sions Base Rate +
Security:	Non-secured.
Due Date:	Interest is paid monthly and principal is due 1/15/93.
Amount:	The maximum amount of the loan is \$50,000. As of 6/30/92, the outstanding balance was \$46,000.

Olene Walker is the signor of the note. Her husband, J. Myron Walker, guaranteed the full amount of the loan. See the attached guarantee documents. Please note when the loan was negotiated, the intended source of repayment was future contributions. In the event future contributions will not repay the loan in full, the loan will be repaid with personal funds of Olene Walker.

The amended reports enclosed include the status of all outstanding loans as requested.

Line 4 of FEC 3 has been corrected.

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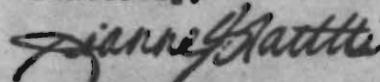
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The requirements for itemizing contributions has been noted and will be corrected on future reports.

The amended reports also include whether loan funds are from the candidate's personal funds or from a lending institution.

If you have further questions, please call me at (801) 363-0228. Thank you.

Sincerely,



Jeanne Claitli  
Assistant Treasurer

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REGULAR MAIL

CONTINUING GUARANTEE  
(All Debts)

AUG 11 1992

144754

This Continuing Guarantee (hereinafter "Guarantee") is made by the undersigned J. Myron Walker,  
(hereinafter "Guarantor"), to Zion's First National Bank (hereinafter "Lender"), a national association having its principal office at One South Main  
Street, Salt Lake City, Utah, as an inducement to Lender to make a loan or loans to Olene S. Walker  
(hereinafter "Borrower").

For good and valuable consideration, receipt of which is hereby acknowledged, Guarantor, as a compensated guarantor, agrees as follows:

1. Guarantor absolutely and unconditionally, without limitation as to the amount of liability, guarantees to Lender that Borrower shall promptly and fully perform, pay and discharge all of its present and future liabilities, obligations and indebtedness to Lender of whatever nature, including any and all extensions, renewals, or modifications thereof, whether direct or indirect, joint or several, absolute or contingent, secured or unsecured, insured or uninsured, and whether originally contracted with or otherwise acquired by Lender, regardless of amount including, without limitation, (a) a promissory note dated May 14, 1992 in favor of Lender executed by Borrower in the original principal amount of Fifty Thousand and no/100 dollars (\$ 50,000.00), and any and all renewals, extensions and modifications thereof, and (b) all overdrafts, now existing or hereafter arising, on any account Borrower may maintain with Lender (all of which liabilities, obligations and indebtedness are herein individually and collectively referred to as "Indebtedness").

2. Guarantee of Payment. This Guarantee is an absolute and unconditional guarantee of payment and not of collectability.

3. Guarantee Unconditional. The liability of Guarantor hereunder is not conditional or contingent upon the genuineness, validity, sufficiency or enforceability of the Indebtedness or any instruments or agreements related thereto (hereinafter collectively referred to as "Agreements") or any security or collateral thereto (hereinafter collectively referred to as "Collateral"). Lender shall not be required to (a) proceed against the Borrower by suit or otherwise, (b) foreclose, proceed against, liquidate or exhaust any of the Agreements or Collateral, or (c) exercise, pursue or enforce any right or remedy (Lender may have against the Collateral, any other Guarantor (whether hereunder or under a separate instrument), any other party, or otherwise, prior to proceeding against Guarantor.

4. Agreement to Pay; Attorney's Fees. If the Borrower fails to pay any Indebtedness promptly as the same becomes due, or otherwise fails to perform any obligation under any of the Agreements, Guarantor agrees to pay on demand the entire Indebtedness together with interest thereon as provided in the instruments and agreements evidencing the Indebtedness, and all losses, costs, attorney's fees and expenses which may be suffered by Lender by reason of the Borrower's default or the default of Guarantor hereunder, specifically including, but without limitation, all attorneys fees and costs incurred by Lender in pursuing collection of the Indebtedness from Borrower, and all attorneys fees and costs incurred by Lender in enforcing this Guarantee. Additionally, Guarantor agrees to pay all expenses, including attorney's fees and legal expenses, incurred by Lender in any bankruptcy proceedings of any type involving such Guarantor, Borrower, the Indebtedness, or any Collateral, including, without limitation, expenses incurred in modifying or filing the automatic stay, determining adequate protection, use of cash collateral, or relating to any plan of reorganization.

5. Waiver by Guarantor. Guarantor expressly and absolutely, without effecting the liability of Guarantor hereunder:

- (a) Waives notice of acceptance by Lender of this Guarantee, the offer of guarantee contemplated by this Guarantee, or any other notice which may be required relative to the acceptance of this Guarantee;
- (b) Waives demand, protest, notice of dishonor or nonpayment or presentment for payment of any note, agreement, or other evidence of the Indebtedness;
- (c) Waives notice of the failure of any party to pay to Lender any Indebtedness held by Lender as collateral for any Indebtedness;
- (d) Waives notice of any kind in bringing and prosecuting any action on any note, agreement, or other evidence of the Indebtedness, diligence in connection with the collection on any note, agreement, or other evidence of Indebtedness and the handling of any Collateral existing, or to exist, in connection therewith;
- (e) Waives all offsets and counterclaims which Guarantor may at any time have to any claim or Lender against the Borrower;
- (f) Waives notice of transactions which have occurred under or relating to or affecting this Guarantee;
- (g) Waives notice of any adverse change in the Borrower's condition, financial or otherwise, or of any other fact which might materially increase Guarantor's risk, whether or not Lender has knowledge of the same;
- (h) Waives any right to require Lender to exhaust any Collateral for the Indebtedness or to first proceed against any other person or property, including, without limitation, any such rights arising from the Utah one-action rule, Utah Code § 70-37-1, or any other one-action rule.

6. Consent to Lender's Acts. Guarantor hereby authorizes and consents to Lender at any time and from time to time, without notice or further consent of Guarantor, doing the following and Guarantor agrees that the liability of Guarantor shall not be released, diminished, impaired, reduced, augmented, or affected by:

- (a) The taking or accepting, or the failure by Lender to take or accept, any other collateral or guarantee for the Indebtedness;
- (b) The modification, extension, renewal or consolidation of any note, agreement, or other evidence of the Indebtedness, to the granting of any other credit, and to the acceleration of maturity of the Indebtedness;
- (c) Any complete or partial release, withdrawal, waiver, surrender, exchange, substitution, subordination, treatment, loss, compromise, or other modification of the Collateral or any collateral which may be taken by Lender in the future, or any other guarantee at any time existing in connection with the Indebtedness;
- (d) The complete or partial release or substitution of Borrower, Guarantor or any other guarantors on the Indebtedness;
- (e) Any renewal, extension, modification, acceleration, consolidation, adjustment, indulgence, forbearance, waiver or compromise of the payment of any part or all of the Indebtedness, or any liability of Guarantor or any other party or any other guarantee therefor, or the performance of any covenant contained in any agreement had or to be had in connection with the Indebtedness, the Agreements, or the Collateral, either with or without notice to or consent of Guarantor;
- (f) Any neglect, delay, omission, failure, or refusal of Lender to take or prosecute any action for the collection of the Indebtedness or any part thereof, or for the enforcement of any provision of any of the Agreements, or to foreclose or exhaust, or take or prosecute any action in connection with any Collateral existing or created in the future, or any guarantee of the Indebtedness, specifically including, but without limitation, the failure of Lender to perfect any security interest in any Collateral;
- (g) Any increase or decrease in the rate of interest on any note, agreement, or other evidence of the Indebtedness;
- (h) Acceptance of any partial payments on the Indebtedness and the application of such partial payments to part of the Indebtedness; or
- (i) Lender's exercising any and all rights and remedies available to Lender by law, at equity or agreement, even if the exercise thereof may affect, modify, or eliminate Guarantor's right of subrogation against the Borrower or any other party.

7. Lender's Remedies. In the event Lender obtains another guarantee for the Indebtedness or there is more than one Guarantor under this Guarantee, Guarantor agrees that Lender, in its sole discretion, may (a) bring suit against Guarantor and/or the guarantors under any other guarantee, or any of the Guarantors individually, for the Indebtedness, (b) compromise or settle with any one or more of Guarantor and/or the guarantors under any other guarantee for such consideration as Lender may deem proper, and (c) release one or more of Guarantor and/or the guarantors under any other guarantee from liability. Guarantor further agrees that such action shall not impair or affect the rights of Lender to collect the entire Indebtedness from Guarantor pursuant to this Guarantee.

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Application of Payments. Without affecting any obligation created hereby or hereunder, Guarantor grants to Lender full power and authority in its discretion and at any time and in such manner and on such terms as it deems fit, with or without notice to Guarantor, to apply any one or more payments by or recoveries from the Borrower or any guarantor or any sums realized from the Collateral in such manner and in such order of priority as Lender deems proper, whether or not such obligation is due at the time of such application.

Term of Guarantee. This Guarantee shall remain in full force and effect until all indebtedness has been fully paid. No termination of this Guarantee by Guarantor shall be effective if Guarantor delivers to Lender, and Lender actually receives, a written notice signed by Guarantor electing not to guarantee any new extension of credit that may be granted by Lender to Borrower after its receipt of such notice; such notice shall terminate the applicability of this Guarantee to any new indebtedness created thereafter but such notice shall not affect the obligations of Guarantor hereunder as to any and all indebtedness existing at the time such notice is received and as to any and all interest, attorneys fees, and other expenses owing or to become owing in relation to such existing indebtedness.

Subrogation. Guarantor will not exercise any right of subrogation it may acquire, by any payment hereunder or otherwise, unless and until all indebtedness has been paid in full. If any amount is paid to Guarantor on account of such right of subrogation while any indebtedness remains unpaid, such amount will be paid forthwith to Lender to be credited against the indebtedness, whether matured or unmatured.

Cumulative Rights. The rights and remedies herein conferred are cumulative and not exclusive of any other rights or remedies and shall be in addition to every other right, power and remedy herein specifically or hereafter existing at law, in equity or by statute which Lender might otherwise have and may be exercised from time to time and as often and in such order as may be deemed expedient by Lender. No delay or omission by Lender in the exercise of any such right, power or remedy or in the pursuit of any remedy shall impair any such right, power, or remedy or be construed to be a waiver of any default or to be an acquiescence therein.

Governing Law. This Guarantee shall be governed by, and construed in accordance with, the laws of the State of Utah.

Binding Effect. This Guarantee may be executed and delivered to Lender prior to the consummation of the loan or loans constituting the indebtedness. This Guarantee shall nonetheless be considered a binding, enforceable Guarantee upon its execution and delivery to Lender.

Entire Agreement. This Guarantee constitutes the entire agreement between Lender and Guarantor, constitutes all representations, express or implied, between Lender and Guarantor and may not be altered, amended or modified except in writing signed by Lender and Guarantor. All prior and contemporaneous agreements and representations, express or implied, are merged hereto.

Severability and Interpretation. Each provision of this Guarantee is intended to be severable. Any provision of this Guarantee which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. All references in this Guarantee to the singular shall be deemed to include the plural when the context so requires, and vice versa. References in the collective or conjunctive shall also include the disjunctive unless the context otherwise clearly requires a different interpretation. All references shall include the masculine, feminine and neuter when the context so requires.

Continuing Guarantee. All agreements, representations, warranties, and covenants made herein by Guarantor shall survive the execution and delivery of this Guarantee and shall continue in effect so long as the indebtedness or any portion thereof is outstanding and unpaid, notwithstanding any termination of the Guarantee. All agreements, representations, warranties, and covenants made herein by Guarantor shall survive any bankruptcy proceedings. This Guarantee shall bind the party making the same, and its successors, assigns, heirs, executors, and personal representatives. The death, insolvency, bankruptcy, disability or lack of corporate power of Borrower, Guarantor, or any party at any time which is liable for the payment of any part or all of any indebtedness will not affect this Guarantee.

Notices. Any demand or notice may be made or given by mailing written demand or notice to Lender and Guarantor at the address of Lender and Guarantor set forth below, or at such other address of which Lender or Guarantor shall have notified the other party in writing:

If to Guarantor:

J. Hyron Walker  
870 Hilltop Road  
Salt Lake City, Utah 84103

If to Lender:

Zions First National Bank  
1420 South 300 West  
Salt Lake City, Utah 84115

Demand or notice shall be deemed to have been made or given upon mailing as aforesaid, or, if given by any other means, upon receipt by Guarantor or receipt by Lender at the aforesaid office.

Joint and Several Liability, Multiple Guarantors. If Guarantor consists of more than one party, the liability of each parties hereunder shall be joint and several. All of the agreements, obligations, representations, and warranties contained herein shall apply to each Guarantor.

Jurisdiction of Utah Courts. Guarantor acknowledges that by execution and delivery of this Guarantee, Guarantor has transacted business in the State of Utah and Guarantor hereby voluntarily submits himself to the jurisdiction of courts located in the State of Utah as to all matters relating to or arising from this Guarantee.

Captions. The captions or headings in this Guarantee are for convenience only and in no way define, but or describe the scope or intent of any provisions or sections of this Guarantee.

21. Transfer of Assets (Attachment attached)

DATE: Mar 14, 1992



GUARANTOR  
J. Hyron Walker  
J. Hyron Walker

9291464011



ADDENDUM TO CONTINUING GUARANTEE

21. TRANSFER OF ASSETS. Guarantor agrees that during the time any indebtedness guaranteed by this Guarantee is outstanding, Guarantor will not transfer any assets of Guarantor which collectively would have a material adverse effect upon the financial condition of Guarantor without the prior written consent of Lender.

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ARBITRATION ADDENDUM

ARBITRATION DISCLOSURES:

- 1. ARBITRATION IS USUALLY FINAL AND BINDING ON THE PARTIES AND SUBJECT ONLY TO A VERY LIMITED REVIEW BY A COURT.
- 2. THE PARTIES ARE WAIVING THEIR RIGHT TO LITIGATE IN COURT, INCLUDING THEIR RIGHT TO A JURY TRIAL.
- 3. PRE-ARBITRATION DISCOVERY IS GENERALLY MORE LIMITED AND DIFFERENT FROM COURT PROCEEDINGS.
- 4. ARBITRATORS' AWARDS ARE NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING AND ANY PARTY'S RIGHT TO APPEAL OR TO SEEK MODIFICATION OF RULINGS BY ARBITRATORS IS STRICTLY LIMITED.
- 5. A PANEL OF ARBITRATORS MIGHT INCLUDE AN ARBITRATOR WHO IS OR WAS AFFILIATED WITH THE BANKING INDUSTRY.
- 6. IF YOU HAVE QUESTIONS ABOUT ARBITRATION, CONSULT YOUR ATTORNEY OR THE AMERICAN ARBITRATION ASSOCIATION.

This Arbitration Addendum ("Addendum") forms a part of the following agreement(s) or document(s) executed by J. Hixon Walker (the "Undersigned") and attached hereto.

- A loan or credit agreement dated \_\_\_\_\_
- A promissory note dated \_\_\_\_\_ in the original principal amount of \_\_\_\_\_
- A continuing guarantee dated May 14, 1992 guaranteeing the indebtedness of Olene S. Walker
- Other (Describe) \_\_\_\_\_

In this Addendum, "Agreement" means the agreement(s) or document(s) indicated above and "Bank" means Zion First National Bank.

This Addendum concerns the resolution of any controversies or claims between or among the Undersigned and the Bank, in the event:

(a) Any controversy or claim between or among the parties, including but not limited to those arising out of or relating to the Agreement, this Addendum or any related agreements or instruments relating hereto or delivered in connection herewith, and including but not limited to a claim based on or arising from an alleged tort, shall at the request of any party be determined by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration proceedings shall be conducted in Salt Lake City, Utah. The arbitrator(s) shall have the qualifications set forth in subparagraph (c) hereto. All statutes of limitations which would otherwise be applicable in a judicial action brought by a party shall apply to any arbitration or reference proceeding hereunder.

(b) In any judicial action or proceeding arising out of or relating to the Agreement, this Addendum or any agreements or instruments relating hereto or delivered in connection herewith, including but not limited to a claim based on or arising from an alleged tort, if the controversy or claim is not submitted to arbitration as provided and defined in subparagraph (a) hereto, all decisions of fact and law shall be determined by a reference in accordance with Rule 53 of the Federal Rules of Civil Procedure or Rule 53 of the Utah Rules of Civil Procedure or other comparable, applicable reference procedure. The parties shall designate to the court the referee(s) selected under the auspices of the American Arbitration Association in the same manner as arbitrators are selected in Association-sponsored arbitration proceedings. The referee(s) shall have the qualifications set forth in subparagraph (c) hereto.

(c) The arbitrator(s) or referee(s) shall be selected in accordance with the rules of the American Arbitration Association from panels maintained by the Association. A single arbitrator or referee shall be knowledgeable in the subject matter of the dispute. Where three arbitrators or referees conduct an arbitration or reference proceeding, the claim shall be decided by a majority vote of the three arbitrators or referees, at least one of whom must be knowledgeable in the subject matter of the dispute and at least one of whom must be a practicing attorney. The arbitrator(s) or referee(s) shall award recovery of all costs and fees (including reasonable attorneys' fees, administrative fees, arbitrator's fees, and court costs). The arbitrator(s) or referee(s) also may grant provisional or ancillary remedies such as, for example, injunctive relief, attachment, or the appointment of a receiver, either during the pendency of the arbitration or reference proceeding or as part of the arbitration or reference award.

(d) Judgment upon an arbitration or reference award may be entered in any court having jurisdiction, subject to the following limitation: the arbitration or reference award is binding upon the parties only if the amount does not exceed Four Million Dollars (\$4,000,000.00); if the award exceeds that limit, either party may commence legal action for a court trial de novo. Such legal action must be filed within thirty (30) days following the date of the arbitration or reference award; if such legal action is not filed within that time period, the amount of the arbitration or reference award shall be binding. The computation of the total amount of an arbitration or reference award shall include amounts awarded for arbitration fees, attorneys' fees, interest, and all other related costs.

(e) At the Bank's option, foreclosure under a deed of trust or mortgage may be accomplished either by exercise of a power of sale under the deed of trust or by judicial foreclosure. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

(f) Notwithstanding the applicability of other law to the Agreement or any other agreements or instruments relating hereto or delivered in connection herewith, the Federal Arbitration Act, 9 U.S.C. § 1 et seq., shall apply to the construction and interpretation of this Addendum.

92014640113

2008 FIRST NATIONAL BANK

Attachment 8  
Page 7 of 7

By: *F. D. Kummerman*  
 Typed Name: F. D. KUMMERMAN  
 Title: Vice President  
 Date: May 14, 1992

Typed Name of Undersigned (i.e., the person or business organization signing this Affidavit):  
J. HYRON WALKER

Individuals or Sole Proprietors Sign Here:  
*J. Hyron Walker*  
 Date: May 14, 1992

Corporations or Partnerships Sign Here:  
 By: \_\_\_\_\_  
 Typed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Typed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

92014640114

1992 July Quarterly Report

**SCHEDULE C**  
(Period 3/92)

**LOANS**

Page 1 of 1  
 (See Instructions to Schedule C)  
 (See also the instructions for Form 990-B)

Name of Lender (in full)  
**Committee to Elect Olene Walker for Congress** FEC ID No C00261875

A. Full Name, Mailing Address and ZIP Code of Loan Source	Original Amount of Loan	Available To Date	Payment	Interest Class of This Period	Outstanding at This Period
<b>Sions First National Bank 1420 South 300 West Salt Lake City, UT 84115</b>	3000.00		-		3000.00
Election: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify) <b>Convention</b>					
Terms: Date Incurred <u>6/10/92</u> Date Due <u>1/15/93</u> Interest Rate <u>7.500</u> % (apr) <input type="checkbox"/> Secured					

List All Endorsers or Guarantors (if any) to Item A

1. Full Name, Mailing Address and ZIP Code <b>Olene W. Walker 870 Hilltop Rd. Salt Lake City, UT 84103</b>	Name of Employer <b>Candidate</b> Occupation Amount Guaranteed Outstanding \$ <u>3000.00</u>
2. Full Name, Mailing Address and ZIP Code <b>J. Myron Walker 870 Hilltop Rd. Salt Lake City, UT 84103</b>	Name of Employer <b>Country Crisp Food</b> Occupation <b>President</b> Amount Guaranteed Outstanding \$ <u>3000.00</u>
3. Full Name, Mailing Address and ZIP Code	Name of Employer Occupation Amount Guaranteed Outstanding \$

B. Full Name, Mailing Address and ZIP Code of Loan Source	Original Amount of Loan	Available To Date	Payment	Interest Class of This Period	Outstanding at This Period
<b>Sions First National Bank 1420 South 300 West Salt Lake City, UT 84115</b>	6000.00		-		6000.00
Election: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify): <b>Convention</b>					
Terms: Date Incurred <u>6/16/92</u> Date Due <u>1/15/93</u> Interest Rate <u>7.500</u> % (apr) <input type="checkbox"/> Secured					

List All Endorsers or Guarantors (if any) to Item B

1. Full Name, Mailing Address and ZIP Code <b>Olene W. Walker 870 Hilltop Rd. Salt Lake City, UT 84103</b>	Name of Employer <b>Candidate</b> Occupation Amount Guaranteed Outstanding \$ <u>6000.00</u>
2. Full Name, Mailing Address and ZIP Code <b>J. Myron Walker 870 Hilltop Rd. Salt Lake City, UT 84103</b>	Name of Employer <b>Country Crisp Food</b> Occupation <b>President</b> Amount Guaranteed Outstanding \$ <u>6000.00</u>
3. Full Name, Mailing Address and ZIP Code	Name of Employer Occupation Amount Guaranteed Outstanding \$

SUBTOTALS This Period This Page (optional) . . . . .	9000.00
TOTALS This Period (next page in this Sec only) . . . . .	0

Copy entering interest only to LINE A, Schedule C, for this box. If no Schedule C, copy forward to appropriate line of Summary.

**SCHEDULE C**  
Personal VRS

1992 July Quarterly

**LOANS**

Page 2 of 3  
Line NUMBER 11a  
(Use separate schedules for each number of line)

Name of Committee (in full)  
**Committee to Elect Olene Walker for Congress** FIC ID No C00761879

A Full Name, Mailing Address and ZIP Code of Loan Source	Original Amount of Loan	Cumulative Payment To Date	Balance Outstanding at Close of This Period
<b>Sions First National Bank</b> 1420 South 300 West Salt Lake City, UT 84115 Election: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify) <b>Convention</b>	3000.00	-0-	3000.00
Terms: Date Incurred <u>8/19/92</u> Date Due <u>1/15/93</u> Interest Rate <u>7.500 % (apr)</u> <input type="checkbox"/> Secured			

List All Endorsers or Guarantors (if any) to Item A

1 Full Name, Mailing Address and ZIP Code	Name of Employer
<b>Olene S. Walker</b> 870 Hilltop Rd. Salt Lake City, UT 84103	<b>Candidate</b> (Occupation)
Amount Guaranteed Outstanding \$ 3000.00	
<b>J. Myron Walker</b> 870 Hilltop Rd. Salt Lake City, UT 84103	<b>Country Crisp Food</b> (Occupation) <b>President</b>
Amount Guaranteed Outstanding \$ 3000.00	
<b>3 Full Name, Mailing Address and ZIP Code</b>	<b>Name of Employer</b>
<b>Occupation</b>	
Amount Guaranteed Outstanding \$	

**B Full Name, Mailing Address and ZIP Code of Loan Source**

Original Amount of Loan	Cumulative Payment To Date	Balance Outstanding at Close of This Period
<b>Sions First National Bank</b> 1420 South 300 West Salt Lake City, UT 84115 Election: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify) <b>Convention</b>	3000.00	-0- 3000.00
Terms: Date Incurred <u>8/22/92</u> Date Due <u>1/15/93</u> Interest Rate <u>7.500 % (apr)</u> <input type="checkbox"/> Secured		

List All Endorsers or Guarantors (if any) to Item B

1 Full Name, Mailing Address and ZIP Code	Name of Employer
<b>Olene S. Walker</b> 870 Hilltop Rd. Salt Lake City, UT 84103	<b>Candidate</b> (Occupation)
Amount Guaranteed Outstanding \$ 3000.00	
<b>J. Myron Walker</b> 870 Hilltop Rd. Salt Lake City, UT 84103	<b>Country Crisp Food</b> (Occupation) <b>President</b>
Amount Guaranteed Outstanding \$ 3000.00	
<b>3 Full Name, Mailing Address and ZIP Code</b>	<b>Name of Employer</b>
<b>Occupation</b>	
Amount Guaranteed Outstanding \$	

(SUB)TOTALS This Period: This Page (optional)	6000.00
TOTALS This Period (first page in this line only)	.

Copy remaining information to LINE 2, Schedule B, for this line. If on Schedule B, copy forward to appropriate line of Summary.

**SCHEDULE C**  
Part 390

**LOANS**

Page 3 of 3 for  
LINE 20 ADDED 11a  
LINE 20 DELETED 11a  
for 20-1 Number of Line

Name of Lender (in Full) **Committee to Elect Olene Walker for Congress** FEC ID No C00261875

A Full Name, Mailing Address and ZIP Code of Loan Source  
**Stone First National Bank**  
**1420 South 300 West**  
**Salt Lake City, UT 84115**

Original Amount of Loan	Outstanding Balance to Date	Payment	Interest Outstanding at Close of This Period
3000.00	-	-	3000.00

Elect:  Primary  General  Other (specify) **Convention**

Terms: Date Incurred 6/24/92 Date Due 3/15/93 Interest Rate 7.500 % (apr)  Secured

List All Endorsers or Guarantors (if any) to Item A

<p>1. Full Name, Mailing Address and ZIP Code  <b>Olene S. Walker</b>  <b>870 Hilltop Rd.</b>  <b>Salt Lake City, UT 84103</b></p>	<p>Name of Employer  <b>Candidate</b>                      Occupation                      Amount Guaranteed Outstanding                      \$ <b>3000.00</b></p>
<p>2. Full Name, Mailing Address and ZIP Code  <b>J. Byron Walker</b>  <b>870 Hilltop Rd.</b>  <b>Salt Lake City, UT 84103</b></p>	<p>Name of Employer  <b>Country Crisis Food</b>                      Occupation  <b>President</b>                      Amount Guaranteed Outstanding                      \$ <b>3000.00</b></p>
<p>3. Full Name, Mailing Address and ZIP Code</p>	<p>Name of Employer</p> <p>Occupation</p> <p>Amount Guaranteed Outstanding</p>

B. Full Name, Mailing Address and ZIP Code of Loan Source

Original Amount of Loan	Outstanding Balance to Date	Payment	Interest Outstanding at Close of This Period

Elect:  Primary  General  Other (specify):

Terms: Date Incurred \_\_\_\_\_ Date Due \_\_\_\_\_ Interest Rate \_\_\_\_\_ % (apr)  Secured

List All Endorsers or Guarantors (if any) to Item B

<p>1. Full Name, Mailing Address and ZIP Code</p>	<p>Name of Employer</p> <p>Occupation</p> <p>Amount Guaranteed Outstanding</p>
<p>2. Full Name, Mailing Address and ZIP Code</p>	<p>Name of Employer</p> <p>Occupation</p> <p>Amount Guaranteed Outstanding</p>
<p>3. Full Name, Mailing Address and ZIP Code</p>	<p>Name of Employer</p> <p>Occupation</p> <p>Amount Guaranteed Outstanding</p>

**DISBURSEMENTS This Period This Page (optional)** . . . . . 3000.00

**TOTALS This Period (next page in this line only)** . . . . .

Copy outstanding balance only to LINE 3, Schedule B, for this line. If on Schedule C, copy to next to appropriate line of Summary.

4  
3000.00

SCHEDULE C-1  
Federal Election Commission  
Washington, D.C. 20463

Supplementary Information  
found on Page 1 of Schedule C

**LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS**

A. NAME OF COMMITTEE (IN FULL) <i>Committee to Elect Gene S. Walker to Congress</i>		FEC IDENTIFICATION NUMBER <i>000261875</i>	
FULL NAME, MAILING ADDRESS AND ZIP CODE OF LENDING INSTITUTION (LENDER) <i>Zions First National Bank 1420 W 300 W SLC, UT 84116</i>		AMOUNT OF LOAN <i>3000.00</i>	INTEREST RATE (APR) <i>7.5</i>
		DATE INCURRED OR ESTABLISHED <i>6/10/92</i>	DATE DUE <i>1/15/93</i>
A. Has loan been restructured? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, date originally incurred: _____			
B. If line of credit, amount of this draw: <i>\$3000.00</i> ; total outstanding balance: <i>\$31,000.00</i>			
C. Are other parties secondarily liable for the debt incurred? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Endorsers and guarantors must be reported on Schedule C.)			
D. Are any of the following pledged as collateral for the loan: real estate, personal property, goods, negotiable instruments, certificates of deposit, chattel papers, stocks, accounts receivable, cash on deposit, or other similar traditional collateral? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, specify: _____ What is the value of this collateral? _____			
Does the lender have a perfected security interest in it? <input type="checkbox"/> No <input type="checkbox"/> Yes			
E. Are any future contributions or future receipts of interest income, pledged as collateral for the loan? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, specify: _____ What is the estimated value? _____			
A depository account must be established pursuant to 11 CFR 100.7(b)(11)(i)(B) and 100.8(b)(12)(i)(B) Date established: _____ Location of account: _____			
F. If neither of the types of collateral described above was pledged for this loan, or if the amount pledged does not exceed the loan amount, state the basis upon which this loan was made and the basis on which it assures repayment. <i>Future contributions, personal funds.</i>			
G. COMMITTEE TREASURER			
TYPED NAME <i>Nena Slighing</i>		SIGNATURE <i>Nena Slighing</i> <i>7/8/92</i>	
H. Attach a signed copy of the loan agreement.			
I. TO BE SIGNED BY THE LENDING INSTITUTION:			
I. To the best of this institution's knowledge, the terms of the loan and other information regarding the loan are accurate as stated above.			
II. The loan was made on terms and conditions (including interest rate) no more favorable at the time the loan was made than are imposed for similar extensions of credit to other borrowers of comparable creditworthiness.			
III. This institution is aware of the requirement that a loan must be made on a basis which assures repayment and has complied with the requirements set forth at 11 CFR 100.7(b)(11) and 100.8(b)(12) in making the loan.			
AUTHORIZED REPRESENTATIVE <i>[Signature]</i>		TITLE <i>Vice President</i>	DATE <i>7-10-92</i>
TYPED NAME <i>F. F. Kammoran</i> SIGNATURE			

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SCHEDULE C-1  
Federal Election Commission  
Washington, D.C. 20463

Supplementary Information  
found on Page 1 of Schedule C

**LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS**

A. NAME OF COMMITTEE (IN FULL) <i>Committee to Elect Steve S. Walker for Congress</i>		FEC IDENTIFICATION NUMBER <i>C00261875</i>	
FULL NAME, MAILING ADDRESS AND ZIP CODE OF LENDING INSTITUTION (LENDER) <i>21015 First National Bank 1420 S. 300 W. SLC, UT 84115</i>		AMOUNT OF LOAN <i>6,000.00</i>	INTEREST RATE (APR) <i>7.5</i>
		DATE INCURRED OR ESTABLISHED <i>6/16/92</i>	DATE DUE <i>1/15/93</i>

A. Has loan been restructured?  No  Yes If yes, date originally incurred: \_\_\_\_\_

B. If line of credit, amount of this draw: *\$1,000*; total outstanding balance: *\$37,000.00*

C. Are other parties secondarily liable for the debt incurred?  
 No  Yes (Endorsers and guarantors must be reported on Schedule C.)

D. Are any of the following pledged as collateral for the loan: real estate, personal property, goods, negotiable instruments, certificates of deposit, chattel papers, stocks, accounts receivable, cash on deposit, or other similar traditional collateral?  
 No  Yes If yes, specify: \_\_\_\_\_

What is the value of this collateral? \_\_\_\_\_

Does the lender have a perfected security interest in it?  No  Yes

E. Are any future contributions or future receipts of interest income, pledged as collateral for the loan?  
 No  Yes If yes, specify: \_\_\_\_\_ What is the estimated value? \_\_\_\_\_

A depository account must be established pursuant to 11 CFR 100.7(b)(11)(i)(B) and 100.8(b)(12)(i)(B). Date established: \_\_\_\_\_ Location of account: \_\_\_\_\_

F. If neither of the types of collateral described above was pledged for this loan, or if the amount pledged does not exceed the loan amount, (state the basis upon which this loan was made and the basis on which it assures repayment)  
*With future contributions, personal funds*

G. COMMITTEE TREASURER  
TYPED NAME *Nena Slighting* SIGNATURE *Nena Slighting* *7/15/92*

H. Attach a signed copy of the loan agreement.

**I. TO BE SIGNED BY THE LENDING INSTITUTION:**

- I. To the best of this institution's knowledge, the terms of the loan and other information regarding the loan are accurate as stated above.
- II. The loan was made on terms and conditions (including interest rate) no more favorable at the time than those imposed for similar extensions of credit to other borrowers of comparable credit worthiness.
- III. This institution is aware of the requirement that a loan must be made on a basis which assures repayment, as required by 11 CFR 100.7(b)(11) and 100.8(b)(12) in making this loan.

AUTHORIZED REPRESENTATIVE <i>F. D. Zimmerman</i> TYPED NAME <i>F. D. Zimmerman</i> SIGNATURE	TITLE <i>Vice President</i>	DATE <i>7-10-92</i>
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SCHEDULE C-1  
Federal Election Commission  
Washington, D.C. 20463

Supplementary for information  
found on Page 7 of Schedule C

LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS

NAME OF COMMITTEE (IN FULL) <i>Committee to Elect Gene S. Walker for Congress</i>		FEC IDENTIFICATION NUMBER <i>C00261875</i>	
FULL NAME, MAILING ADDRESS AND ZIP CODE OF LENDING INSTITUTION (NUMBER) <i>Zions First National Bank 1420 So. 300 W. SLC, UT 84115</i>		AMOUNT OF LOAN <i>\$3000.00</i>	INTEREST RATE (APR) <i>7.5</i>
		DATE INCURRED OR ESTABLISHED <i>6/19/92</i>	DATE DUE <i>11/5/93</i>

A. Has loan been restructured?  No  Yes If yes, date originally incurred: \_\_\_\_\_

B. If line of credit, amount of this draw: *\$3000.00*; total outstanding balance *\$40,000.00*

C. Are other parties secondarily liable for the debt incurred?  
 No  Yes (Endorsers and guarantors must be reported on Schedule C.)

D. Are any of the following pledged as collateral for the loan: real estate, personal property, goods, negotiable instruments, certificates of deposit, chattel papers, stocks, accounts receivable, cash on deposit, or other similar traditional collateral?  
 No  Yes If yes, specify: \_\_\_\_\_

What is the value of this collateral? \_\_\_\_\_

Does the lender have a perfected security interest in it?  No  Yes

E. Are any future contributions or future receipts of interest income, pledged as collateral for the loan?  
 No  Yes If yes, specify: \_\_\_\_\_ What is the estimated value? \_\_\_\_\_

A depository account must be established pursuant to 11 CFR 100.7(b)(11)(i)(B) and 100.8(b)(12)(i)(B). Date established: \_\_\_\_\_ Location of account: \_\_\_\_\_

F. If neither of the types of collateral described above was pledged for this loan, or if the amount pledged exceeded the loan amount, state the basis upon which this loan was made and the basis on which it is secured.

*Future contributions, personal funds*

G. COMMITTEE TREASURER

TYPED NAME *Nena Slighting* SIGNATURE *Nena Slighting* *2/18/92*

H. Attach a signed copy of the loan agreement.

I. TO BE SIGNED BY THE LENDING INSTITUTION:

I. To the best of this institution's knowledge, the terms of the loan and other information regarding the nature of the loan are accurate as stated above.

II. The loan was made on terms and conditions (including interest rate) no more favorable at the time the loan was made than those imposed for similar extensions of credit to other borrowers of comparable credit worthiness.

III. This institution is aware of the requirement that a loan must be made on a basis which assures repayment and complies with the requirements set forth at 11 CFR 100.7(b)(11) and 100.8(b)(12) in making this loan.

AUTHORIZED REPRESENTATIVE  
*[Signature]*  
TYPED NAME *F. D. Kemmerer* SIGNATURE

TITLE  
*Vice President*

DATE  
*7-10-92*

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LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS

NAME OF COMMITTEE (IN FULL) <i>Committee to Elect Gene S. Walker for Congress</i>		FEC IDENTIFICATION NUMBER <i>C002161875</i>	
FULL NAME, ADDRESS AND ZIP CODE OF LENDING INSTITUTION (LENDER) <i>2005 First National Bank 1470 So. 300 W. Salt Lake City, UT 84115</i>		AMOUNT OF LOAN <i>\$3000.00</i>	INTEREST RATE (APR) <i>7.5</i>
		DATE GRANTED OR ESTABLISHED <i>6/22/92</i>	DATE DUE <i>1/15/93</i>

A. Has loan been restructured?  No  Yes If yes, date originally incurred: \_\_\_\_\_

B. If line of credit, amount of this draw: *\$3000.00*; total outstanding balance *\$43,000.00*

C. Are other parties secondarily liable for the debt incurred?  
 No  Yes (Endorsers and guarantors must be reported on Schedule C.)

D. Are any of the following pledged as collateral for the loan: real estate, personal property, goods, negotiable instruments, certificates of deposit, chattel papers, stocks, accounts receivable, cash on deposit, or other similar traditional collateral?  
 No  Yes If yes, specify: \_\_\_\_\_

What is the value of this collateral? \_\_\_\_\_

Does the lender have a perfected security interest in it?  No  Yes

E. Are any future contributions or future receipts of interest income, pledged as collateral for the loan?  
 No  Yes: If yes, specify: \_\_\_\_\_ What is the estimated value? \_\_\_\_\_

A depository account must be established pursuant to 11 CFR 100.7(b)(11)(i)(B) and 100.8(b)(12)(i)(B). Date established: \_\_\_\_\_ Location of account: \_\_\_\_\_

F. If neither of the types of collateral described above was pledged for this loan, or if the amount pledged does not exceed the loan amount, state the basis upon which this loan was made and the basis on which it assures repayment.

*future contributions, personal funds*

G. COMMITTEE TREASURER  
TYPED NAME *Nera Slighting* SIGNATURE *Nera Slighting* DATE *7/8/92*

H. Attach a signed copy of the loan agreement.

I. TO BE SIGNED BY THE LENDING INSTITUTION:

- I. To the best of this institution's knowledge, the terms of the loan and other information regarding the loan are accurate as stated above.
- II. The loan was made on terms and conditions (including interest rate) no more favorable at the time the loan was made than are imposed for similar extensions of credit to other borrowers of comparable credit worthiness.
- III. This institution is aware of the requirement that a loan must be made on a basis which assures repayment, as required by 11 CFR 100.7(e)(11) and 100.8(b)(12), in making this loan.

AUTHORIZED REPRESENTATIVE <i>[Signature]</i>	TITLE <b>Vice President</b>	DATE <i>7-10-92</i>
TYPED NAME <i>P. D. KENNEDY</i> SIGNATURE		

20010304273

LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS

A. NAME OF COMMITTEE (IN FULL) <i>Committee to Elect Dene S Walker for Congress</i>		FEC IDENTIFICATION NUMBER <i>C00261875</i>	
FULL NAME MAILING ADDRESS AND ZIP CODE OF LENDING INSTITUTION (LENDER) <i>Zions First National Bank 1420 So. 300 W. S.C., UT 84115</i>		AMOUNT OF LOAN <i>\$3000.00</i>	INTEREST RATE (APR) <i>7.5</i>
		DATE INCURRED OR ESTABLISHED <i>6/24/92</i>	DATE DUE <i>1/15/93</i>

A. Has loan been restructured?  No  Yes If yes, date originally incurred: \_\_\_\_\_

B. If line of credit, amount of this draw: *\$3000.00*; total outstanding balance *\$46,000.00*

C. Are other parties secondarily liable for the debt incurred?  
 No  Yes (Endorsers and guarantors must be reported on Schedule C.)

D. Are any of the following pledged as collateral for the loan: real estate, personal property, goods, negotiable instruments, certificates of deposit, chattel papers, stocks, accounts receivable, cash on deposit, or other similar traditional collateral?  
 No  Yes If yes, specify: \_\_\_\_\_

What is the value of this collateral? \_\_\_\_\_

Does the lender have a perfected security interest in it?  No  Yes

E. Are any future contributions or future receipts of interest income, pledged as collateral for the loan?

No  Yes If yes, specify: \_\_\_\_\_ What is the estimated value? \_\_\_\_\_

A depository account must be established pursuant to 11 CFR 100.7(b)(11)(i)(B) and 100.8(b)(12)(i)(B) Date established: \_\_\_\_\_ Location of account: \_\_\_\_\_

F. If neither of the types of collateral described above was pledged for this loan, or if the amount pledged does not exceed the loan amount, state the basis upon which this loan was made and the basis upon which it assures repayment.

*Future contributions, Personal funds*

G. COMMITTEE TREASURER

TYPED NAME *Nena Slighting* SIGNATURE *Nena F. Slighting 7/8/92*

H. Attach a signed copy of the loan agreement.

I. TO BE SIGNED BY THE LENDING INSTITUTION:

- I. To the best of this institution's knowledge, the terms of the loan and other information regarding the loan are accurate as stated above.
- II. The loan was made on terms and conditions (including interest rate) no more favorable at the time imposed for similar extensions of credit to other borrowers of comparable credit worthiness.
- III. This institution is aware of the requirement that a loan must be made on a basis which assures compliance with the requirements set forth at 11 CFR 100.7(b)(11) and 100.8(b)(12) in making this loan.

AUTHORIZED REPRESENTATIVE <i>F.D. K... ..</i>	TITLE <i>Vice President</i>	DATE <i>7-10-92</i>
TYPED NAME <i>F. D. K...</i>	SIGNATURE	

930301: 504374

PROMISSORY NOTE  
Involving Line of Credit - Business Purp

Line of Credit: \$ 50,000.00

Salt Lake City, Utah  
May 14, 1992

For value received, the undersigned (hereinafter referred to as "Borrower") jointly and severally, promise to pay to the order of ZIONS FIRST NATIONAL BANK, a national banking association, hereinafter referred to as "Zions", at its IRVING Office in Salt Lake City the sum of Fifty thousand and 00/100 Dollars (\$ 50,000.00) or such other principal balance as may be outstanding hereunder, in legal money of the United States with interest thereon in the money to be below:

- A variable rate equal to 1.0 % plus the base rate of Zions (which base rate is currently 8.5 % and is hereinafter defined). From time to time in effect, adjusted as of the date of any change in said base rate, from time hereof until paid, or in the event of default, at holder's option, whether before or after judgment, the variable rate payable hereon shall increase to 1.0 % above the base rate until brought current or paid.
- A fixed rate of \_\_\_\_\_ % from date hereof until paid, or in the event of default, at holder's option, whether before or after judgment at the rate of \_\_\_\_\_ % until brought current or paid.

Interest will be calculated and accrued hereon daily by dividing each day's outstanding principal balance by 360 days and multiplying the result by the applicable above rate.

The accumulated daily interest is to be paid monthly commencing June 15, 1992 and on the same day of each month thereafter. All principal and unpaid interest is to be paid in full on January 15, 1993. Interest shall accrue from the date of disturbance of principal or portion thereof until paid in accordance with the terms set forth herein.

Unless otherwise agreed or required by applicable law, all payments shall be applied first to any unpaid collection costs and late charges, then to accrued unpaid interest and any remaining amount to the principal.

Zions' Base Rate means an index which is determined daily by the published commercial loan variable rate index held by any two of the following banks: Chemical Bank, Wells Fargo Bank N. A., and Bank of America N. Y. & S. A. In the event no two of the above banks have the same published rate, the bank having the median rate will establish Zions' Base Rate. If, for any reason beyond the control of Zions, any of the aforementioned banks becomes unacceptable as a reference for the purpose of determining the Base Rate used herein, Zions may, five days after posting notice in Zions Bank offices, substitute another acceptable bank for the one determined unacceptable. As used in this paragraph, "acceptable bank" shall mean one of the ten largest commercial banks headquartered in the United States of America. This definition of Base Rate is to be strictly interpreted and is not intended to serve any purpose other than providing an index to determine the variable interest rate used herein. It is not the lowest rate at which Zions may make loans to any of its customers, either new or in the future.

This note shall be a revolving line of credit under which Borrower may repeatedly draw and repay funds, so long as no default has occurred hereunder or under any agreement providing collateral for this indebtedness; provided that the aggregate principal balance outstanding at any time shall not exceed Fifty thousand and 00/100 Dollars (\$ 50,000.00). If, at any time prior to the maturity of this note, this note shall have a zero balance owing, this note shall not be deemed satisfied or terminated but shall remain in full force and effect for future draws unless terminated upon other grounds.

If the holder reasonably deems itself insecure, or if default occurs in the payment of any principal or interest when due, or if any default occurs under any agreement providing collateral for or in relation to this indebtedness, including but not limited to any loan or credit agreement, or borrower defaults pursuant to the terms of any other indebtedness owed to Zions, time being the essence hereof, then the entire unpaid balance, with interest as aforesaid, shall, at the election of the holder hereof, and without notice of said election, at once become due and payable.

If this note becomes in default as aforesaid, Borrower, jointly and severally, agrees to pay to the holder hereof all collection costs, including reasonable attorney's fees and legal expenses, in addition to all other sums due hereunder, and Zions may effect against any accounts owing hereon any bank account or other amounts owed by Zions in any capacity to Borrower. This note shall be governed by and construed in accordance with the laws of the State of Utah except as may be provided by the arbitration provision.

Borrower and all endorser, surety and guarantor hereof hereby jointly and severally waive presentment for payment, demand, protest, notice of protest and of non-payment and of dishonor, and consent to extensions of time, renewals, waivers or modifications without notice and further consent to the release of any collateral or any part thereof, with or without substitution.

This note and any other documents executed in connection with this note constitute the entire agreement between Borrower and Zions and may not be counteracted by any alleged oral agreements.

ARBITRATION DISCLOSURE:

1. ARBITRATION IS USUALLY FINAL AND BINDING ON THE PARTIES AND SUBJECT ONLY TO A VERY LIMITED REVIEW BY A COURT.
2. THE PARTIES ARE WAIVING THEIR RIGHT TO LITIGATE IN COURT, INCLUDING THEIR RIGHT TO A JURY TRIAL.
3. PRE-ARBITRATION DISCOVERY IS GENERALLY MORE LIMITED AND DIFFERENT FROM COURT PROCEEDINGS.
4. ARBITRATOR'S AWARDS ARE NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING AND ANY PARTY'S RIGHT TO APPEAL OR TO SEEK MODIFICATION OF RULINGS BY ARBITRATORS IS STRICTLY LIMITED.
5. A PANEL OF ARBITRATORS MIGHT INCLUDE AN ARBITRATOR WHO IS OR WAS AFFILIATED WITH THE BANKING INDUSTRY.
6. IF YOU HAVE QUESTIONS ABOUT ARBITRATION, CONSULT YOUR ATTORNEY OR THE AMERICAN ARBITRATION ASSOCIATION.

ARBITRATION PROVISIONS:

(a) Any controversy or claim between or among the parties, including but not limited to those arising out of or relating to this Note or any agreements, security instruments relating to the pledge of collateral, or instruments relating hereto or delivered in connection herewith, and including but not limited to a claim based on or arising from an alleged tort, shall at the request of any party be determined by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration proceedings shall be conducted in Salt Lake City, Utah. The arbitrator(s) shall have the qualifications set forth in subparagraph (c) herein. All causes of action which would otherwise be applicable to a judicial action brought by a party shall apply to any arbitration or reference proceeding hereunder.

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(b) In any judicial action or proceeding arising out of or relating to this Note or any agreement, security instrument relating to the pledged collateral or instrument arising hereto or delivered in connection herewith, including but not limited to a claim based on or arising from an alleged tort, if the controversy or claim is not submitted to arbitrators as provided and limited in subparagraph (a) herein, all questions of fact and law shall be determined by a reference in accordance with Rule 33 of the Federal Rules of Civil Procedure or Rule 33 of the Utah Rules of Civil Procedure or other comparable, applicable reference procedure. The parties shall designate to the court the referee(s) selected under the auspices of the American Arbitration Association in the same manner as arbitrators are selected in Association-sponsored arbitration proceedings. The referee(s) shall have the qualifications set forth in subparagraph (a) herein.

(c) The arbitrator(s) or referee(s) shall be chosen in accordance with the rules of the American Arbitration Association then in effect maintained by the Association. A single arbitrator or referee shall be knowledgeable in the subject matter of the dispute. Where three arbitrators or referees conduct an arbitration or reference proceeding, the claim shall be decided by a majority vote of the three arbitrators or referees, at least one of whom must be knowledgeable in the subject matter of the dispute and at least one of whom must be a practicing attorney. The arbitrator(s) or referee(s) shall award recovery of all costs and fees (including reasonable attorneys' fees, administrative fees, arbitrators' fees, and court costs). The arbitrator(s) or referee(s) also may grant provisional or ancillary remedies such as, for example, injunctive relief, attachment, or the appointment of a receiver, either during the pendency of the arbitration or reference proceeding or as part of the arbitration or reference award.

(d) Judgment upon an arbitration or reference award may be entered in any court having jurisdiction, subject to the following limitation: the arbitration or reference award is binding upon the parties only if the amount does not exceed Four Million Dollars (\$4,000,000.00); if the award exceeds that limit, either party may commence legal action for a court trial de novo. Such legal action must be filed within thirty (30) days following the date of the arbitration or reference award; if such legal action is not filed within that time period, the amount of the arbitration or reference award shall be binding. The computation of the total amount of an arbitration or reference award shall include amounts awarded for arbitration fees, attorneys' fees, interest, and all other related costs.

(e) At the Bank's option, foreclosure under a deed of trust or mortgage may be accomplished either by exercise of a power of sale under the deed of trust or by judicial foreclosure. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party commences such action for judicial relief.

(f) Notwithstanding the applicability of other law to any other provision of this Agreement, the Federal Arbitration Act, 9 U.S.C. § 1 et seq. shall apply to the construction and interpretation of this arbitration paragraph.

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This note is:

- Unsecured
- Secured by:  Trust Deed dated \_\_\_\_\_  Security Agreement dated \_\_\_\_\_
- Secured by Combining Inventory and Accounts Receivable Security Agreement dated \_\_\_\_\_
- Disbursement hereunder may be made only in accordance with said agreement.
- Made in accordance with a \_\_\_\_\_ Agreement dated \_\_\_\_\_

Out. No. \_\_\_\_\_ Note No. \_\_\_\_\_  
 Date 1/15/91 Phone 531-9292  
 Renewal of a Note dated \_\_\_\_\_  
 Mfg. 870 Hilltop Road  
Salt Lake City, Utah 84103

OLIVE S. WALKER

BY: \_\_\_\_\_

BY: *Olive S. Walker*  
OLIVE S. WALKER (Individually and Personally)

\_\_\_\_\_  
(Individually and Personally)

MS-413 REV. 1/88



FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20541

RG-2

Nena Walker Slighting, Treasurer  
Committee to Elect Olene S. Walker  
For Congress  
870 Hilltop Road  
Salt Lake City, UT 84103

OCT 13 1992

Identification Number: C00261875

Reference: July Quarterly Report (6/8/92-6/30/92)

Dear Ms. Slighting:

This letter is prompted by the Commission's preliminary review of the report(s) referenced above. The review raised questions concerning certain information contained in the report(s). An itemization follows:

-Schedule C of your report (pertinent portion attached) discloses a contribution(s) which appears to exceed the limits set forth in the Act. An individual or a political committee other than a qualified multi-candidate committee may not make a contribution to a candidate for federal office in excess of \$1,000 per election. The term "contribution" includes any gift, subscription, loan, advance, or deposit of money or anything of value made by any person for the purpose of influencing any election for federal office. (2 U.S.C. §441a(a) and (f); 11 CFR §110.1(b), (e) and (k))

Please note that contributions designated in writing by the contributor for a particular election must be attributed to that election. Contributions not designated in writing by the contributor will be considered made for the next election for that Federal Office (Convention) (11 CFR §110.1(b)(2)(i) and (ii)).

Any contribution drawn on a joint checking account will be considered made by both individuals only if the check is signed by both or is accompanied by a written document noting the amount attributable to each individual and is signed by each individual. (11 CFR §110.1(k)(1) and (3))

If the contribution(s) in question was incompletely or incorrectly disclosed, you should amend your original report with the clarifying information. If the contribution(s) you received exceeds the limits, you

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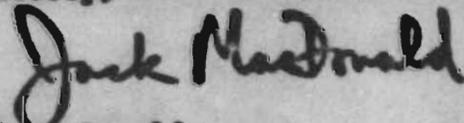
should refund to the donor the amount in excess of \$1,000. Refunds must be made within sixty days of the treasurer's receipt of the contribution. Copies of refund checks may be used to respond to this letter. Refunds are reported on Line 20 of the Detailed Summary Page and on Schedule B of the report covering the period in which they are made. (11 CFR §104.8(d)(4))

Although the Commission may take further legal steps, prompt action by you to refund the excessive amount will be taken into consideration.

Schedule A of your report indicates that your committee may have failed to file one or more of the required 48 hour notices regarding "last minute" contributions received by your committee after the close of books for the 12 Day Pre-Convention report. A principal campaign committee must notify the Commission, in writing, within 48 hours of any contribution of \$1,000 or more received between two and twenty days before an election. These contributions are then reported on the next report required to be filed by the committee. To ensure that the Commission is notified of last minute contributions of \$1,000 or more to your campaign, it is recommended that you review your procedures for checking contributions received during the aforementioned time period. Although the Commission may take legal action, any response you wish to make concerning this matter will be taken into consideration. (11 CFR §104.5(f))

A written response or an amendment to your original report(s) correcting the above problem(s) should be filed with the Clerk of the House of Representatives, 1036 Longworth House Office Building, Washington, DC 20515 within fifteen (15) days of the date of this letter. If you need assistance, please feel free to contact me on our toll-free number, (800) 424-9530. My local number is (202) 219-3580.

Sincerely,



Jack MacDonald  
Reports Analyst  
Reports Analysis Division

93030961931  
22031152126



## FEDERAL ELECTION COMMISSION

WASHINGTON, DC 20541

RQ-3

November 5, 1992

Nena Walker Blighting, Treasurer  
 Committee to Elect Olene S. Walker  
 For Congress  
 870 Hilltop Road  
 Salt Lake City, UT 84103

Identification Number: C00261875

Reference: July Quarterly Report (6/8/92-6/30/92)

Dear Ms. Blighting:

This letter is to inform you that as of November 4, 1992, the Commission has not received your response to our request for additional information, dated October 13, 1992. That notice requested information essential to full public disclosure of your federal election financial activity and to ensure compliance with provisions of the Federal Election Campaign Act (the Act). A copy of our original request is enclosed.

If no response is received within fifteen (15) days from the date of this notice, the Commission may choose to initiate audit or legal enforcement action.

If you should have any questions related to this matter, please contact Jack MacDonald on our toll-free number (800) 424-9530 or our local number (202) 219-3580.

Sincerely,

John D. Gibson  
 Assistant Staff Director  
 Reports Analysis Division

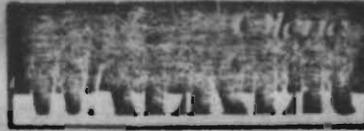
Enclosure

9303-0592007042

DEC 01 1992

Attachment 12  
Page 1 of 2

REGULAR MAIL



515 South 300 East, S. 1st Fl. Salt Lake City, Utah 84115, 801 531-8991

December 1, 1992

144754

RECEIVED  
DEC 4 11:19

Clerk of the House  
1036 Longworth House Office Building  
Washington, D.C. 20515

Dear Clerk,

This letter is in response to a letter received from Jack MacDonald of the FEC dated October 13, 1992. The letter was sent in regards to the July Quarterly Report (6/8/92 - 6/30/92) of the Committee to Elect Olene Walker for Congress (ID # CO0261875.) I apologize for this late response as I did not receive your letter until just a few days prior to the date of this letter.

The following is further information on the bank loan from Zions First National Bank (Schedule C):

Lending Institution:	Zions First National Bank 1420 South 300 West Salt Lake City, UT 84115
Interest Rate:	Variable - Zions Base Rate + 1%
Security:	Non-secured.
Due Date:	Interest is paid monthly and principal is due 1/15/93.
Amount:	The maximum amount of the loan is \$50,000. As of 6/30/92, the outstanding balance was \$46,000.

Olene Walker is the signor of the note. Her husband, J. Myron Walker, guaranteed the full amount of the loan. See the attached guarantee documents. Please note when the loan was negotiated, the intended source of repayment was future contributions. In the event future contributions will not repay the loan in full, the loan will be repaid with personal funds of Olene Walker.

Please note that our failure to submit 48 Hour Notices for the draws on the above loan were an oversight and not an intention to mislead.

If you have further questions, please call me at (801) 277-3338. Thank you.

Sincerely,

*Jeanne Claittli*

Jeanne Claittli  
Assistant Treasurer

93000901934  
3:21

SCHEDULE C  
(Part of 208)

LOANS

Page 7 of 7  
LINE NUMBER 13a  
(Use separate schedule for each numbered line)

Name of Committee (in full)  
**Committee to Elect Olene Walker for Congress** FEC ID No C00261875

A Full Name, Mailing Address and ZIP Code of Loan Source	Original Amount of Loan	Cumulative Payment To Date	Balance Class of	Outstanding of This Period
<b>Sions First National Bank</b> 1420 South 300 West Salt Lake City, UT 84115 Election: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify): <b>Convention</b>	2000.00	-0-		2000.00
Terms: Date Incurred <u>7/02/92</u> Date Due <u>1/15/93</u> Interest Rate <u>7.000</u> % (apr) <input type="checkbox"/> Secured				

List All Endorsers or Guarantors (if any) to Item A

1. Full Name, Mailing Address and ZIP Code <b>Olene S. Walker</b> 870 Hilltop Rd. Salt Lake City, UT 84103	Name of Employer <b>Candidate</b> Occupation Amount Guaranteed Outstanding \$ <u>2000.00</u>
2. Full Name, Mailing Address and ZIP Code <b>J. Byron Walker</b> 870 Hilltop Rd. Salt Lake City, UT 84103	Name of Employer <b>Country Crisp Food</b> Occupation <b>President</b> Amount Guaranteed Outstanding \$ <u>2000.00</u>
3. Full Name, Mailing Address and ZIP Code	Name of Employer Occupation Amount Guaranteed Outstanding \$

B. Full Name, Mailing Address and ZIP Code of Loan Source	Original Amount of Loan	Cumulative Payment To Date	Balance Class of	Outstanding of This Period
<b>Sions First National Bank</b> 1420 South 300 West Salt Lake City, UT 84115 Election: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify): <b>Convention</b>	2000.00	-0-		2000.00
Terms: Date Incurred <u>7/14/92</u> Date Due <u>1/15/93</u> Interest Rate <u>7.000</u> % (apr) <input type="checkbox"/> Secured				

List All Endorsers or Guarantors (if any) to Item B

1. Full Name, Mailing Address and ZIP Code <b>Olene S. Walker</b> 870 Hilltop Rd. Salt Lake City, UT 84103	Name of Employer <b>Candidate</b> Occupation Amount Guaranteed Outstanding \$ <u>2000.00</u>
2. Full Name, Mailing Address and ZIP Code <b>J. Byron Walker</b> 870 Hilltop Rd. Salt Lake City, UT 84103	Name of Employer <b>Country Crisp Food</b> Occupation <b>President</b> Amount Guaranteed Outstanding \$ <u>2000.00</u>
3. Full Name, Mailing Address and ZIP Code	Name of Employer Occupation Amount Guaranteed Outstanding \$

SUBTOTALS This Period This Page (optional) 4000.00

TOTALS This Period (last page in this line only)

Copy outstanding balance only to LINE 2, Schedule D, for this line. If no Schedule D, copy forward to appropriate line of Summary.

200901931-2251

SCHEDULE C-1  
Federal Election Commission  
Washington, D.C. 20483

Supplementary for information  
found on Page 7 of Schedule C

LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS

NAME OF COMMITTEE (IN FULL) <b>Committee to Elect Olene Walker for Congress</b>		FEC IDENTIFICATION NUMBER <b>000261875</b>	
FULL NAME, MAILING ADDRESS AND ZIP CODE OF LENDING INSTITUTION (LENDER) <b>Zions First National Bank 1420 South 300 West Salt Lake City, UT 84115</b>		AMOUNT OF LOAN <b>2,000.00</b>	INTEREST RATE (APR) <b>7.0%</b>
		DATE INCURRED OR ESTABLISHED <b>7/14/92</b>	DATE DUE <b>1/15/93</b>

A. Has loan been restructured?  No  Yes If yes, date originally incurred: 50,000.00

B. If line of credit, amount of this draw: 2,000.00; total outstanding balance: 50,000.00

C. Are other parties secondarily liable for the debt incurred?  
 No  Yes (Endorsers and guarantors must be reported on Schedule C.)

D. Are any of the following pledged as collateral for the loan: real estate, personal property, goods, negotiable instruments, certificates of deposit, chattel papers, stocks, accounts receivable, cash on deposit, or other similar traditional collateral?  
 No  Yes If yes, specify: \_\_\_\_\_

What is the value of this collateral? \_\_\_\_\_

Does the lender have a perfected security interest in it?  No  Yes

E. Are any future contributions or future receipts of interest income, pledged as collateral for the loan?

No  Yes If yes, specify: \_\_\_\_\_ What is the estimated value? \_\_\_\_\_

A depository account must be established pursuant to 11 CFR 100.7(b)(11)(i)(B) and 100.8(b)(12)(i)(B). Date account established: \_\_\_\_\_ Location of account: \_\_\_\_\_

F. If neither of the types of collateral described above was pledged for this loan, or if the amount pledged does not equal or exceed the loan amount, state the basis upon which this loan was made and the basis on which it assures repayment.

Future contributions, candidate's personal funds

G. COMMITTEE TREASURER

TYPED NAME **Nena W. Slighting**

SIGNATURE *Nena W. Slighting* DATE **10/15/92**

H. Attach a signed copy of the loan agreement.

I. TO BE SIGNED BY THE LENDING INSTITUTION:

I. To the best of this institution's knowledge, the terms of the loan and other information regarding the extension of the loan are accurate as stated above.

II. The loan was made on terms and conditions (including interest rate) no more favorable at the time than those imposed for similar extensions of credit to other borrowers of comparable credit worthiness.

III. This institution is aware of the requirement that a loan must be made on a basis which assures repayment, and has complied with the requirements set forth in 11 CFR 100.7(b)(11) and 100.8(b)(12) in making this loan.

AUTHORIZED REPRESENTATIVE

TYPED NAME **Rick Kammerer**

Vice President  
SIGNATURE

TITLE

*Rick Kammerer*

DATE

**10/15/92**

93080961936

22512

LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS

NAME OF COMMITTEE (IN FULL) Committee to Elect Olene Walker for Congress		FEC IDENTIFICATION NUMBER C00261875	
FULL NAME, MAILING ADDRESS AND ZIP CODE OF LENDING INSTITUTION (LENDER) Zions First National Bank 1420 South 300 West Salt Lake City, UT 84115		AMOUNT OF LOAN 2,000.00	INTEREST RATE (APR) 7.01
		DATE INCURRED OR ESTABLISHED 7/2/92	DATE DUE 1/15/93
A. Has loan been restructured? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, date originally incurred: _____			
B. If line of credit, amount of this draw: <u>2,000.00</u> ; total outstanding balance: <u>48,000.00</u>			
C. Are other parties secondarily liable for the debt incurred? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Endorsers and guarantors must be reported on Schedule C.)			
D. Are any of the following pledged as collateral for the loan: real estate, personal property, goods, negotiable instruments, certificates of deposit, chattel papers, stocks, accounts receivable, cash on deposit, or other similar traditional collateral? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, specify: _____			
What is the value of this collateral? _____			
Does the lender have a perfected security interest in it? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
E. Are any future contributions or future receipts of interest income, pledged as collateral for the loan? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, specify: _____ What is the estimated value? _____			
A depository account must be established pursuant to 11 CFR 100.7(b)(11)(i)(B) and 100.8(b)(12)(ii)(B). Date account established: _____ Location of account: _____			
F. If neither of the types of collateral described above was pledged for this loan, or if the amount pledged does not equal or exceed the loan amount, state the basis upon which this loan was made and the basis on which it assures repayment. <u>Future contributions, candidate's personal funds</u>			
G. COMMITTEE TREASURER		DATE	
TYPED NAME <u>Nena W. Slighting</u>		SIGNATURE <u>Nena W. Slighting</u> DATE <u>10/15/92</u>	
H. Attach a signed copy of the loan agreement.			
I. TO BE SIGNED BY THE LENDING INSTITUTION:			
I. To the best of this institution's knowledge, the terms of the loan and other information regarding the extension of the loan are accurate as stated above.			
II. The loan was made on terms and conditions (including interest rate) no more favorable at the time than those imposed for similar extensions of credit to other borrowers of comparable credit worthiness.			
III. This institution is aware of the requirement that a loan must be made on a basis which assures repayment, and has complied with the requirements set forth at 11 CFR 100.7(b)(11) and 100.8(b)(12) in making this loan.			
AUTHORIZED REPRESENTATIVE		DATE	
TYPED NAME <u>Rick Kammerman</u> Vice President		SIGNATURE <u>Rick Kammerman</u> DATE <u>10/15/92</u>	

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092122514



FEDERAL ELECTION COMMISSION

RG-2

Nena Walker Slighting, Treasurer  
Committee To Elect Olene S. Walker  
For Congress  
870 Hilltop Road  
Salt Lake City, UT 84103

FEB 2 1993

Identification Number: C00261875

Reference: October Quarterly Report (7/1/92-9/30/92)

Dear Ms. Slighting:

This letter is prompted by the Commission's preliminary review of the report(s) referenced above. The review raised questions concerning certain information contained in the report(s). An itemization follows:

-Schedule C of your report (pertinent portion attached) discloses a contribution(s) which appears to exceed the limits set forth in the Act. An individual or a political committee other than a qualified multi-candidate committee may not make a contribution to a candidate for federal office in excess of \$1,000 per election. The term "contribution" includes any gift, subscription, loan, advance, or deposit of money or anything of value made by any person for the purpose of influencing any election for federal office. (2 U.S.C. §441a(a) and (f); 11 CFR §110.1(b), (e) and (k))

Please note that contributions designated in writing by the contributor for a particular election must be attributed to that election. Contributions not designated in writing by the contributor will be considered made for the next election for that Federal Office (convention) (11 CFR §110.1(b)(2)(i) and (ii)).

Any contribution drawn on a joint checking account will be considered made by both individuals only if the check is signed by both or is accompanied by a written document noting the amount attributable to each individual and is signed by each individual. (11 CFR §110.1(k)(1) and (2))

If the contribution(s) in question was incompletely or incorrectly disclosed, you should amend your original report with the clarifying information. If the

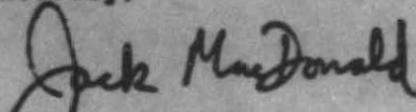
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contribution(s) you received exceeds the limits, you should refund to the donor the amount in excess of \$1,000. Refunds must be made within sixty days of the treasurer's receipt of the contribution. Copies of refund checks may be used to respond to this letter. Refunds are reported on Line 20 of the Detailed Summary Page and on Schedule B of the report covering the period in which they are made. (11 CFR §104.8(d)(4))

Although the Commission may take further legal steps, prompt action by you to refund the excessive amount will be taken into consideration.

A written response or an amendment to your original report(s) correcting the above problem(s) should be filed with the Clerk of the House of Representatives, 1036 Longworth House Office Building, Washington, DC 20515 within fifteen (15) days of the date of this letter. If you need assistance, please feel free to contact me on our toll-free number, (800) 424-9530. My local number is (202) 219-3580.

Sincerely,



Jack MacDonald  
Reports Analyst  
Reports Analysis Division

93040961939



FEDERAL ELECTION COMMISSION  
WASHINGTON DC 20461

RQ-3

February 25, 1993

Nena Walker Slighting, Treasurer  
Committee to Elect Olene S. Walker  
for Congress  
870 Hilltop Road  
Salt Lake City, UT 84103

Identification Number: C00261875

Reference: October Quarterly Report (7/1/92-9/30/92)

Dear Ms. Slighting:

This letter is to inform you that as of February 24, 1993, the Commission has not received your response to our request for additional information, dated February 2, 1993. That notice requested information essential to full public disclosure of your federal election financial activity and to ensure compliance with provisions of the Federal Election Campaign Act (the Act). A copy of our original request is enclosed.

If no response is received within fifteen (15) days from the date of this notice, the Commission may choose to initiate audit or legal enforcement action.

If you should have any questions related to this matter, please contact Jack MacDonald on our toll-free number (800) 424-9530 or our local number (202) 219-1500.

Sincerely,

John D. Gibson  
Assistant Staff Director  
Reports Analysis Division

Enclosure

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2333303010

REGULAR MAIL

FEB 17 1993



644 South 700 East Suite 2A • Salt Lake City Utah 84106 • (801) 601-9997  
870 HHHYRM 644 6445

February 17, 1993

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RECEIVED  
OFFICE OF THE CLERK  
U.S. HOUSE OF REPRESENTATIVES  
203 FEB 24 AM 7 29

Clerk of the House  
1036 Longworth House Office Building  
Washington, D.C. 20515

Dear Clerk,

This letter is in response to a letter received from Jack MacDonald of the FEC dated February 2, 1993. The letter was sent in regards to the October Quarterly Report (7/1/92 - 12/31/92) of the Committee to Elect Olene Walker for Congress (ID # C00261875.)

The letter indicated concern over certain bank loans noted in Schedule C of the October Quarterly Report. As requested, the following is further information on the bank loan from Zions First National Bank (Schedule C):

Lending Institutions:

Zions First National Bank  
Midvalley Loan Center  
2280 South 700 East  
Salt Lake City, UT 84106

Interest Rate:

Variable - Zions Base Rate + 1%

Security:

Non-secured.

Due Dates:

Interest is paid monthly and principal is due 1/15/93. In January 1993, Olene Walker negotiated an extension of this loan. A copy of the new loan agreement has been included. It indicates principal and interest are due upon maturity or March 15, 1993.

Amounts:

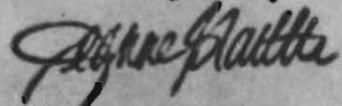
The maximum amount of the loan is \$50,000. As of 12/31/92, the outstanding balance was \$50,000.

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Olene Walker is the signor of the note. Her husband, J. Myron Walker, guaranteed the full amount of the loan. Please see copies of the guarantee documents already sent to the FEC with a prior letter. Please note when the loan was negotiated, the intended source of repayment was future contributions. In the event future contributions will not repay the loan in full, the loan will be repaid with personal funds of Olene Walker.

If you have further questions, please call me at (801) 377-3338. Thank you.

Sincerely,



Jeanne Glaittli  
Assistant Treasurer

Enclosure

930149501A1

# PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No.	Call	Collateral	Account	Officer	Initials
\$50,000.00	01-18-1993	03-18-1993	9001	011	0002	9486703	11213	

Reference is made to the attached promissory note for Lender's use only and do not limit the applicability of this document to any other loan or item.

**Borrower:** CLEVE S. WALKER  
876 HILLTOP ROAD  
SALT LAKE CITY, UT 84108

**Lender:** ZIONS FIRST NATIONAL BANK  
SNOVALLEY LOAN CENTER  
2880 SOUTH 700 EAST  
SALT LAKE CITY, UT 84108

**Principal Amount:** \$50,000.00      **Initial Rate:** 7.000%      **Date of Note:** January 18, 1993

**PROMISE TO PAY:** CLEVE S. WALKER ("Borrower") promises to pay to ZIONS FIRST NATIONAL BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Fifty Thousand & 00/100 Dollars (\$50,000.00), together with interest on the unpaid principal balance from January 18, 1993, until paid in full.

**INTEREST.** Borrower will pay this loan in one principal payment of \$50,000.00 plus interest on March 18, 1993. This payment due March 18, 1993, will be for all principal and accrued interest not yet paid. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning February 15, 1993, with all subsequent interest payments to be due on the same day of each month thereafter. Interest on this Note is computed on a 365/360 simple interest basis, that is, by multiplying the rate of the annual interest rate over a period of 360 days, times the outstanding principal balance, times the actual number of days the principal balance is outstanding. Borrower will pay interest at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to any unpaid collection costs and late charges, then to unpaid interest, and any remaining amount to principal.

**VARIABLE INTEREST RATE.** The interest rate on this Note is subject to change from time to time based on changes in an index which is the ZIONS FIRST NATIONAL BANK BASE RATE (the "Index"). "BASE RATE" MEANS AN INDEX WHICH IS DETERMINED DAILY BY THE PUBLISHED COMMERCIAL VARIABLE RATE INDEX HELD BY ANY TWO OF THE FOLLOWING BANKS: CHEMICAL BANK, WELLS FARGO BANK N.A., AND BANK OF AMERICA N.T. & S.A. IN THE EVENT NO TWO OF THE ABOVE BANKS HAVE THE SAME PUBLISHED RATE, THE BANK HAVING THE MEDIAN RATE WILL ESTABLISH LENDER'S BASE RATE. IF FOR ANY REASON BEYOND THE CONTROL OF LENDER, ANY OF THE AFOREMENTIONED BANKS BECOMES UNACCEPTABLE AS A REFERENCE FOR THE PURPOSE OF DETERMINING THE BASE RATE USED HEREIN LENDER MAY, FIVE (5) DAYS AFTER POSTING NOTICE IN LENDERS OFFICES, SUBSTITUTE ANOTHER COMPARABLE BANK FOR THE ONE DETERMINED UNACCEPTABLE. AS USED IN THIS PARAGRAPH "COMPARABLE BANK" SHALL MEAN ONE OF THE TEN LARGEST COMMERCIAL BANKS HEADQUARTERED IN THE UNITED STATES OF AMERICA. THIS DEFINITION OF BASE RATE IS TO BE STRICTLY INTERPRETED AND IS NOT INTENDED TO SERVE ANY PURPOSE OTHER THAN PROVIDING AN INDEX TO DETERMINE THE VARIABLE INTEREST RATE USED HEREIN. IT IS NOT THE LOWEST RATE AT WHICH LENDER MAY MAKE LOANS TO ANY OF ITS CUSTOMERS, EITHER NOW OR IN THE FUTURE. Lender will tell Borrower the current index rate upon Borrower's request. Borrower understands that Lender may make loans based on other rates as well. The interest rate change will not occur more often than each DAY. The index currently is 8.800% per annum. The interest rate to be applied to the unpaid principal balance of this Note will be at a rate of 1.800 percentage point over the index, resulting in an initial rate of 7.000% per annum. **NOTICE:** Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law.

**PREPAYMENT.** Borrower may pay without penalty all or a portion of the amount owed, earlier than it is due. Early payments will not, unless agreed to by Lender in writing, release Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due.

**DEFAULT.** Borrower will be in default if any of the following happens: (a) Borrower fails to make any payment when due; (b) Borrower breaks any promise Borrower has made to Lender, or Borrower fails to perform promptly all of the terms and conditions of this Note or any agreement related to this Note, or in any other agreement or loan Borrower has with Lender; (c) Any representation or statement made or furnished to Lender by Borrower or on Borrower's behalf is false or misleading in any material respect; (d) Borrower dies or becomes insolvent, a receiver is appointed for any part of Borrower's property, Borrower makes an assignment for the benefit of creditors, or any proceeding is commenced either by Borrower or against Borrower under any bankruptcy or insolvency laws; (e) Any creditor files to take any of Borrower's property on or in which Lender has a lien or security interest. This includes a garnishment of any of Borrower's accounts with Lender; (f) Any of the events described in this default section occurs with respect to any guarantor of this Note; (g) Lender in good faith deems itself insolvent.

**LENDER'S RIGHTS.** Upon default, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, without notice, and then Borrower will pay that amount. Upon default, including failure to pay upon final maturity, Lender, at its option, may also, if permitted under applicable law, increase the variable interest rate on this Note to 4.000 percentage points over the index. The interest rate will not exceed the maximum rate permitted by applicable law. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to enforce or vacate any automatic stay injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law. This Note has been delivered to Lender and accepted by Lender in the State of Utah. If there is a lawsuit, Borrower's action upon Lender's request to submit to the jurisdiction of the courts of SALT LAKE County, the State of Utah. Subject to the provisions on arbitration, this Note shall be governed by the laws of the State of Utah.

**RIGHT OF SETOFF.** Borrower grants to Lender a contractual possessory security interest in, and hereby assigns, conveys, delivers, pledges, and transfers to Lender all Borrower's right, title and interest in, and to, Borrower's accounts with Lender (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts Borrower may open in the future, including however all IRA, Keogh, and trust accounts. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or collect all sums owing on this Note against any and all such accounts.

**ARBITRATION DISCLOSURES:**

- AS USED IN THIS ARBITRATION SECTION, THE TERM "PARTIES" MEANS THE LENDER, ANY OTHER SIGNERS HERETO AND PERMITTED SUCCESSORS AND ASSIGNS.
- ARBITRATION IS USUALLY FINAL AND BINDING ON THE PARTIES AND SUBJECT TO ONLY VERY LIMITED REVIEW BY A COURT.
- THE PARTIES ARE WAIVING THEIR RIGHT TO LITIGATE IN COURT, INCLUDING THEIR RIGHT TO A JURY TRIAL.
- PRE-ARBITRATION DISCOVERY IS GENERALLY MORE LIMITED AND DIFFERENT FROM COURT PROCEEDINGS.
- ARBITRATORS' AWARDS ARE NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING AND ANY PARTY'S

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PROMISSORY NOTE  
(Continued)

Page 8

RIGHT TO APPEAL OR TO SEEK MODIFICATION OF RULINGS BY ARBITRATORS IS STRICTLY LIMITED.

- A. A PANEL OF ARBITRATORS SHOULD INCLUDE AN ARBITRATOR WHO IS OR WAS AFFILIATED WITH THE BANKING INDUSTRY.
- B. IF YOU HAVE QUESTIONS ABOUT ARBITRATION, CONSULT YOUR ATTORNEY OR THE AMERICAN ARBITRATION ASSOCIATION.

ARBITRATION PROVISIONS

- (a) Any controversy or claim between or among the parties, including but not limited to those arising out of or relating to this Agreement or any agreements or instruments relating hereto or delivered in connection herewith, and including but not limited to a claim based on or arising from an alleged tort, shall at the request of any party be determined by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration proceedings shall be conducted in Salt Lake City, Utah. The arbitrator(s) shall have the qualifications set forth in subparagraph (c) hereto. All statutes of limitations which would otherwise be applicable in a judicial action brought by a party shall apply to any arbitration or reference proceedings hereunder.
- (b) In any judicial action or proceeding arising out of or relating to this Agreement or any agreements or instruments relating hereto or delivered in connection herewith, including but not limited to a claim based on or arising from an alleged tort, if the controversy or claim is not submitted to arbitration as provided and limited in subparagraph (a) hereto, all decisions of fact and law shall be determined by a referee, in accordance with Rule 69 of the Federal Rules of Civil Procedure or Rule 63 of the Utah Rules of Civil Procedure or other comparable, applicable reference procedure. The referee shall designate to the court the referee(s) selected under the auspices of the American Arbitration Association in the same manner as arbitrator, are selected in Association-sponsored arbitration proceedings. The referee(s) shall have the qualifications set forth in subparagraph (c) hereto.
- (c) The arbitrator(s) or referee(s) shall be selected in accordance with the rules of the American Arbitration Association from panels maintained by that Association. A single arbitrator or referee shall be knowledgeable in the subject matter of the dispute. Where three arbitrators or referees conduct an arbitration or reference proceeding, the claim shall be decided by a majority vote of the three arbitrators or referees, at least one of whom must be knowledgeable of the subject matter of the dispute and at least one of whom must be a practicing attorney. The arbitrator(s) or referee(s) shall award recovery of all costs and fees (including reasonable attorneys' fees, administrative fees, arbitrators' fees, and court costs). The arbitrator(s) or referee(s) also may grant provisional or ancillary remedies such as, for example, injunctive relief, attachment, or the appointment of a receiver, either during the pendency of the arbitration or reference proceeding or as part of the arbitration or reference award.
- (d) Judgment upon an arbitration or reference award may be entered in any court having jurisdiction, subject to the following limitation: the arbitration or reference award is binding upon the parties only if the amount does not exceed Four Million Dollars (\$4,000,000.00); if the award exceeds that limit, either party may commence legal action for a court that it deems. Such legal action must be filed within thirty (30) days following the date of the arbitration or reference award. If such legal action is not filed within that time period, the amount of the arbitration or reference award shall be binding. The computation of the total amount of an arbitration or reference award shall include amounts awarded for arbitration costs, attorneys' fees, interest, and of other related costs.
- (e) At the Lender's option, foreclosure under a deed of trust or mortgage may be accomplished or by exercise of a power of sale under the deed of trust or by judicial foreclosure. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party consents such action for judicial relief.
- (f) Notwithstanding the applicability of other law to any other provision of this Agreement, the Federal Arbitration Act, 9 U.S.C. 1 et seq., shall apply to the construction and interpretation of this arbitration paragraph.

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RENEWAL. THIS PROMISSORY NOTE IS A RENEWAL OF A PROMISSORY NOTE DATED MAY 14, 1988.

GENERAL PROVISIONS. Lender may delay or forego enforcing any of its rights or remedies under this Note without being deemed to have waived and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of honor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (respectively and for any length of time) this loan, or release any party or guarantor or endorser, or impair, fail to realize upon or perfect Lender's security interest in the collateral, and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made.

FOR SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THE NOTE.

*Thomas Walker*  
THOMAS WALKER

FIRST NATIONAL BANK  
*750 [Signature]*  
Authorized Officer

RECEIVED  
F.E.C.  
SECRETARIAT

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

93 JUN 24 PM 3:54

**SENSITIVE**

**FIRST GENERAL COUNSEL'S REPORT**

RAD Referral #93L-17  
STAFF MEMBER: Andrea Low

SOURCE: INTERNALLY GENERATED

RESPONDENTS: The Committee to Elect Olene S. Walker For Congress,  
and Nena Walker Slighting, as treasurer, and  
J. Myron Walker

RELEVANT STATUTES: 2 U.S.C. § 441a(a)(1)(A)  
2 U.S.C. § 441a(f)  
2 U.S.C. § 431(8)(A)  
2 U.S.C. § 431(8)(B)(vii)  
2 U.S.C. § 432(e)(2)  
11 C.F.R. § 100.7(a)(1)(i)

INTERNAL REPORTS CHECKED: Financial Disclosure Reports

FEDERAL AGENCIES CHECKED: None

**I. GENERATION OF MATTER**

This matter was referred to the Office of the General Counsel by the Reports Analysis Division ("RAD") on April 2, 1993. Attachment 1. The basis for the referral was the apparent receipt of excessive contributions totaling \$50,000 by the Committee to Elect Olene S. Walker For Congress ("the Committee") from the candidate's spouse, J. Myron Walker.<sup>1</sup> The alleged excessive contributions involved the candidate's spouse acting as guarantor for ten (10) unsecured bank loans.

---

<sup>1</sup> Olene S. Walker participated in the Utah Republican state party convention held on June 27, 1992. Under the governing procedures, unless one candidate receives 70% of the vote at the convention, the top two vote-getters compete in a primary. Ms. Walker was not one of the top two vote-getters; therefore, she was eliminated as a candidate from the congressional race before the September 8, 1992 primary.

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II. FACTUAL AND LEGAL ANALYSIS

A. The Law

The Federal Election Campaign Act of 1971, as amended ("the Act"), limits the amount an individual can contribute to a candidate or an authorized political committee, with respect to any election for federal office, to an aggregate amount of \$1,000. 2 U.S.C. § 441a(a)(1)(A).

The Act further prohibits a candidate or political committee from knowingly accepting any contribution or making any expenditure in violation of the provisions of Section 441a. In addition, no officer or employee of a political committee shall knowingly accept a contribution made for the benefit or use of a candidate, or knowingly make an expenditure on behalf of a candidate, in violation of any limitation imposed on contributions and expenditures under Section 441a. 2 U.S.C. § 441a(f).

The Act defines "contribution" to include loans made to the political committee, except that a loan made in accordance with applicable law and in the ordinary course of business by a State or federally chartered or insured bank shall not be considered a contribution from such bank. 2 U.S.C. §§ 431(8)(A)(i) and 431(8)(B)(vii). That loan shall be considered a loan by each endorser or guarantor. 2 U.S.C. § 431(8)(B)(vii)(I).

Commission regulations include a guarantee, endorsement, and any other form of security in the term "loan." Further, loans may not exceed the contribution limitations of Section 441a and those that do are unlawful, even if they are repaid. A loan is a contribution when it is made and remains such to the extent that

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it remains unpaid. To the extent that it is repaid, a loan is no longer a contribution. In addition, a loan is a contribution made by each endorser or guarantor of such loan, according to the portion of the total amount for which the endorser or guarantor is liable in a written agreement. Any repayment proportionately reduces the amount guaranteed or endorsed. 11 C.F.R § 100.7(a)(1)(i).

The Act provides that where any loan is obtained by a candidate in connection with his or her campaign, the candidate shall be considered to have obtained such loan as an agent of his or her authorized committee. 2 U.S.C. § 432(e)(2).

**B. Analysis**

Olene S. Walker was a candidate for the U.S. House of Representatives from Utah's 2nd Congressional District in the 1992 election cycle. Ms. Walker's principal campaign committee was the Committee to Elect Olene S. Walker For Congress with Nena Walker Slighting, as treasurer. During 1992, the Committee accepted ten (10) bank loans through a line of credit for which the candidate's spouse, J. Myron Walker, acted a guarantor. These bank loans totaled \$50,000. The Committee also disclosed that Mr. Walker contributed \$1,000 to the Committee on March 31, 1992.

The Committee's 12 Day Pre-Convention Report discloses \$28,000 in loans guaranteed by the candidate and her spouse. Because Schedule C-1 and a copy of a signed loan agreement indicate that the candidate may be the sole guarantor of the loans, the Reports Analysis Division requested additional information on the terms of the loans. On August 3 and August 17,

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1992, the Committee filed documents that show that the candidate's spouse, not the candidate, is the sole guarantor of the loans.

The Committee's 1992 July Quarterly Report discloses an additional \$18,000 in loans guaranteed by the candidate and her spouse. After requests for additional information were sent, on December 7, 1992, the Committee responded that the candidate's spouse, Mr. Walker, guaranteed the full amount of the loans.

The Committee's 1992 October Quarterly Report discloses \$4,000 in loans guaranteed by the candidate and her spouse. On February 24, 1993, again in response to a request for additional information, the Committee stated that the candidate's spouse guaranteed the full amount of the loans. The Committee also provided a copy of the renegotiated line of credit agreement with the candidate's spouse as sole guarantor. See Attachment 1 at 19. None of the Committee's responses to requests for additional information acknowledged the apparent excessive nature of the loans.

As previously noted, the Act limits the aggregate amount an individual may contribute to a federal candidate, with respect to any election, to \$1,000 and includes guarantees of loans in the definition of contribution. Commission regulations provide that loans may not exceed the contribution limitations and those that do are unlawful, even if they are repaid. See 2 U.S.C. § 441a and 11 C.F.R § 100.7(a). Thus, the loans totaling \$50,000 constitute an excessive contribution by the candidate's spouse to the Committee.

Therefore, there is reason to believe that the Committee to

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Elect Olene S. Walker For Congress and Nena Walker Slighting, as treasurer, violated 2 U.S.C. § 441a(f). There is also reason to believe that the candidate's spouse, J. Myron Walker violated 2 U.S.C. § 441a(a)(1)(A).

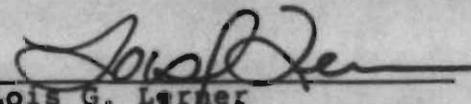
III. DISCUSSION OF CONCILIATION AND CIVIL PENALTY

IV. RECOMMENDATIONS

1. Open a MUR.
2. Find reason to believe that the Committee to Elect Olene S. Walker For Congress and Nena Walker Slighting, as treasurer, violated 2 U.S.C. § 441a(f).
3. Find reason to believe that J. Myron Walker violated 2 U.S.C. § 441a(a)(1)(A).
4. Approve the attached Factual and Legal Analyses and proposed conciliation agreements.
5. Approve the appropriate letters.

Lawrence M. Noble  
General Counsel

10/18/93  
Date

BY:   
Lois G. Lerner  
Associate General Counsel

- Attachments:
1. Referral Materials
  2. Factual and Legal Analyses
  3. Proposed Conciliation Agreements

93030961949

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

The Committee to Elect Olene S.  
Walker For Congress and Nena Walker  
Slighting, as treasurer;  
J. Myron Walker.

)  
)  
) RAD Referral  
) #93L-17  
)  
) MUR 3794

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on June 30, 1993, the Commission decided by a vote of 6-0 to take the following actions in RAD Referral #93L-17:

1. Open a MUR.
2. Find reason to believe that the Committee to Elect Olene S. Walker For Congress and Nena Walker Slighting, as treasurer, violated 2 U.S.C. § 441a(f).
3. Find reason to believe that J. Myron Walker violated 2 U.S.C. § 441a(a)(1)(A).
4. Approve the Factual and Legal Analyses and proposed conciliation agreements, as recommended in the General Counsel's Report dated June 18, 1993.

(continued)

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5. Approve the appropriate letters, as recommended in the General Counsel's Report dated June 18, 1993.

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

Attest:

  
Marjorie W. Emmons  
Secretary of the Commission

Received in the Secretariat: Thurs., June 24, 1993 3:54 p.m.  
Circulated to the Commission: Fri., June 25, 1993 12:00 p.m.  
Deadline for vote: Wed., June 30, 1993 4:00 p.m.

bjr

93030961951





FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

JULY 9, 1993

Nena Walker Slighting, Treasurer  
Committee to Elect Olene S. Walker  
For Congress  
870 Hilltop Road  
Salt Lake City, Utah 84103

RE: MUR 3794  
Committee to Elect Olene S. Walker  
For Congress and  
Nena Walker Slighting, as treasurer

Dear Ms. Slighting:

On June 30, 1993, the Federal Election Commission found that there is reason to believe the Committee to Elect Olene S. Walker For Congress ("Committee") and you, as treasurer, violated 2 U.S.C. § 441a(f), a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"). The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against the Committee and you, 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 within 15 days of your receipt of this letter. Where appropriate, statements should be submitted under oath.

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

In order to expedite the resolution of this matter, the Commission has also decided to offer to enter into negotiations directed towards reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe. Enclosed is a conciliation agreement that the Commission has approved.

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Nena Walker Slighting, Treasurer  
Page 2

If you are interested in expediting the resolution of this matter by pursuing preprobable cause conciliation and if you agree with the provisions of the enclosed agreement, please sign and return the agreement, 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.

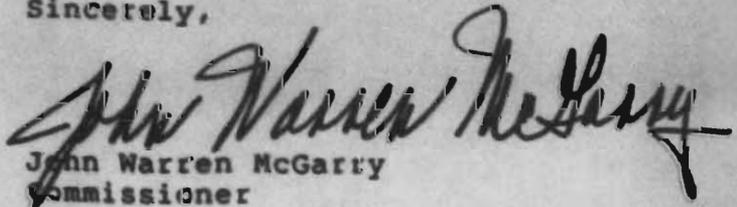
Requests for extensions of time will not be routinely granted. Requests must be made in writing at least five days prior to the due date of the response and specific good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

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.

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 investigation to be made public.

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

Sincerely,

  
John Warren McGarry  
Commissioner

Enclosures:

Factual and Legal Analysis  
Procedures  
Designation of Counsel Form  
Conciliation Agreement

cc: Olene S. Walker

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FEDERAL ELECTION COMMISSION  
FACTUAL AND LEGAL ANALYSIS

MUR 3794

RESPONDENTS: The Committee to Elect Olene S. Walker  
for Congress  
Nena Walker Slighting, as treasurer

I. GENERATION OF MATTER

This matter was generated based on information ascertained by the Federal Election Commission (the "Commission") in the normal course of carrying out its supervisory responsibilities.

See 2 U.S.C. § 437g(a)(2).

II. FACTUAL AND LEGAL ANALYSIS

A. The Law

The Federal Election Campaign Act of 1971, as amended ("the Act"), limits the amount an individual can contribute to a candidate or an authorized political committee, with respect to any election for federal office, to an aggregate amount of \$1,000. 2 U.S.C. § 441a(a)(1)(A).

The Act further prohibits a candidate or political committee from knowingly accepting any contribution or making any expenditure in violation of the provisions of Section 441a. In addition, no officer or employee of a political committee shall knowingly accept a contribution made for the benefit or use of a candidate, or knowingly make an expenditure on behalf of a candidate, in violation of any limitation imposed on contributions and expenditures under Section 441a. 2 U.S.C. § 441a(f).

The Act defines "contribution" to include loans made to the

93030961954

political committee, except that a loan made in accordance with applicable law and in the ordinary course of business by a State or federally chartered or insured bank shall not be considered a contribution from such bank. 2 U.S.C. §§ 431(8)(A)(i) and 431(8)(B)(vii). That loan shall be considered a loan by each endorser or guarantor. 2 U.S.C. § 431(8)(B)(vii)(I).

Commission regulations include a guarantee, endorsement, and any other form of security in the term "loan." Further, loans may not exceed the contribution limitations of Section 441a and those that do are unlawful, even if they are repaid. A loan is a contribution when it is made and remains such to the extent that it remains unpaid. To the extent that it is repaid, a loan is no longer a contribution. In addition, a loan is a contribution made by each endorser or guarantor of such loan, according to the portion of the total amount for which the endorser or guarantor is liable in a written agreement. Any repayment proportionately reduces the amount guaranteed or endorsed. 11 C.F.R § 100.7(a)(1)(i).

The Act provides that where any loan is obtained by a candidate in connection with his or her campaign, the candidate shall be considered to have obtained such loan as an agent of his or her authorized committee. 2 U.S.C. § 432(e)(2).

**B. Analysis**

Olene S. Walker was a candidate for the U.S. House of Representatives from Utah's 2nd Congressional District in the 1992 election cycle. Ms. Walker's principal campaign committee was the Committee to Elect Olene S. Walker For Congress with Nena Walker

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Slighting, as treasurer. During 1992, the Committee accepted ten (10) bank loans through a line of credit for which the candidate's spouse, J. Myron Walker, acted as guarantor. These bank loans totaled \$50,000. The Committee Reports also disclose that Mr. Walker contributed \$1,000 to the Committee on March 31, 1992.

The Committee's 12 Day Pre-Convention Report discloses \$28,000 in loans guaranteed by the candidate and her spouse. The Reports Analysis Division requested additional information on the terms of the loans. On August 3 and August 17, 1992, the Committee filed documents that show that the candidate's spouse, not the candidate, is the sole guarantor of the loans.

The Committee's 1992 July Quarterly Report discloses an additional \$18,000 in loans guaranteed by the candidate and her spouse. After requests for additional information were sent, on December 7, 1992, the Committee responded that the candidate's spouse, Mr. Walker, guaranteed the full amount of the loans.

The Committee's 1992 October Quarterly Report discloses \$4,000 in loans guaranteed by the candidate and her spouse. On February 24, 1993, again in response to a request for additional information, the Committee stated that the candidate's spouse guaranteed the full amount of the loans. The Committee also provided a copy of the renegotiated line of credit agreement with the candidate's spouse as sole guarantor.

As previously noted, the Act limits the aggregate amount an individual may contribute to a federal candidate, with respect to any election, to \$1,000 and includes guarantees of loans in the

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definition of contribution. Commission regulations provide that loans may not exceed the contribution limitations and those that do are unlawful, even if they are repaid. See 2 U.S.C. § 441a and 11 C.F.R § 100.7(a). Thus, the loans totaling \$50,000 constitute an excessive contribution by the candidate's spouse to the Committee.

Therefore, there is reason to believe that the Committee to Elect Olene S. Walker For Congress and Nena Walker Slighting, as treasurer, violated 2 U.S.C. § 441a(f).

93080961957



FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

JULY 9, 1993

J. Myron Walker  
870 Hilltop Road  
Salt Lake City, Utah 84103

RE: MUR 3794  
J. Myron Walker

Dear Mr. Walker:

On June 30, 1993, the Federal Election Commission found that there is reason to believe you violated 2 U.S.C. § 441a(a)(1)(A), a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"). The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. 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 within 15 days of your receipt of this letter. Where appropriate, statements should be submitted under oath.

In the absence of any additional information demonstrating that no further action should be taken against you, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation.

In order to expedite the resolution of this matter, the Commission has also decided to offer to enter into negotiations directed towards reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe. Enclosed is a conciliation agreement that the Commission has approved.

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J. Myron Walker  
Page 2

If you are interested in expediting the resolution of this matter by pursuing preprobable cause conciliation and if you agree with the provisions of the enclosed agreement, please sign and return the agreement, 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.

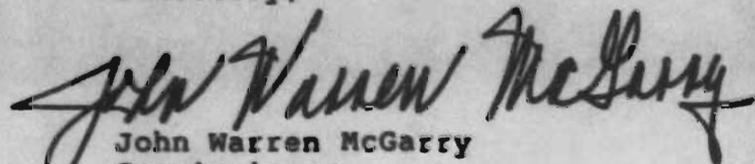
Requests for extensions of time will not be routinely granted. Requests must be made in writing at least five days prior to the due date of the response and specific good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

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.

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 investigation to be made public.

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

Sincerely,

  
John Warren McGarry  
Commissioner

Enclosures  
Factual and Legal Analysis  
Procedures  
Designation of Counsel Form  
Conciliation Agreement

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FEDERAL ELECTION COMMISSION  
FACTUAL AND LEGAL ANALYSIS

MUR 3794

RESPONDENT: J. Myron Walker

I. GENERATION OF MATTER

This matter was generated based on information ascertained by the Federal Election Commission (the "Commission") in the normal course of carrying out its supervisory responsibilities. See 2 U.S.C. § 437g(a)(2).

II. FACTUAL AND LEGAL ANALYSIS

A. The Law

The Federal Election Campaign Act of 1971, as amended ("the Act"), limits the amount an individual can contribute to a candidate or an authorized political committee, with respect to any election for federal office, to an aggregate amount of \$1,000. 2 U.S.C. § 441a(a)(1)(A).

The Act further prohibits a candidate or political committee from knowingly accepting any contribution or making any expenditure in violation of the provisions of Section 441a. In addition, no officer or employee of a political committee shall knowingly accept a contribution made for the benefit or use of a candidate, or knowingly make an expenditure on behalf of a candidate, in violation of any limitation imposed on contributions and expenditures under Section 441a. 2 U.S.C. § 441a(f).

The Act defines "contribution" to include loans made to the political committee, except that a loan made in accordance with applicable law and in the ordinary course of business by a State

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or federally chartered or insured bank shall not be considered a contribution from such bank. 2 U.S.C. §§ 431(8)(A)(i) and 431(8)(B)(vii). That loan shall be considered a loan by each endorser or guarantor. 2 U.S.C. § 431(8)(B)(vii)(I).

Commission regulations include a guarantee, endorsement, and any other form of security in the term "loan." Further, loans may not exceed the contribution limitations of Section 441a and those that do are unlawful, even if they are repaid. A loan is a contribution when it is made and remains such to the extent that it remains unpaid. To the extent that it is repaid, a loan is no longer a contribution. In addition, a loan is a contribution made by each endorser or guarantor of such loan, according to the portion of the total amount for which the endorser or guarantor is liable in a written agreement. Any repayment proportionately reduces the amount guaranteed or endorsed. 11 C.F.R § 100.7(a)(1)(i).

The Act provides that where any loan is obtained by a candidate in connection with his or her campaign, the candidate shall be considered to have obtained such loan as an agent of his or her authorized committee. 2 U.S.C. § 432(e)(2).

**B. Analysis**

Olene S. Walker was a candidate for the U.S. House of Representatives from Utah's 2nd Congressional District in the 1992 election cycle. Ms. Walker's principal campaign committee was the Committee to Elect Olene S. Walker for Congress with Nena Walker Slighting, as treasurer. During 1992, the Committee accepted ten (10) bank loans through a line of credit for which the

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candidate's spouse, J. Myron Walker, acted as guarantor. These bank loans totaled \$50,000. The Committee Reports also disclose that Mr. Walker contributed \$1,000 to the Committee on March 31, 1992.

The Committee's 12 Day Pre-Convention Report discloses \$28,000 in loans guaranteed by the candidate and her spouse. The Reports Analysis Division requested additional information on the terms of the loans. On August 3 and August 17, 1992, the Committee filed documents that show that the candidate's spouse, not the candidate, is the sole guarantor of the loans.

The Committee's 1992 July Quarterly Report discloses an additional \$18,000 in loans guaranteed by the candidate and her spouse. After requests for additional information were sent, on December 7, 1992, the Committee responded that the candidate's spouse, Mr. Walker, guaranteed the full amount of the loans.

The Committee's 1992 October Quarterly Report discloses \$4,000 in loans guaranteed by the candidate and her spouse. On February 24, 1993, again in response to a request for additional information, the Committee stated that the candidate's spouse guaranteed the full amount of the loans. The Committee also provided a copy of the renegotiated line of credit agreement with the candidate's spouse as sole guarantor.

As previously noted, the Act limits the aggregate amount an individual may contribute to a federal candidate, with respect to any election, to \$1,000 and includes guarantees of loans in the definition of contribution. Commission regulations provide that loans may not exceed the contribution limitations and those that

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do are unlawful, even if they are repaid. See 2 U.S.C. § 441a and 11 C.F.R § 100.7(a). Thus, the loans totaling \$50,000 constitute an excessive contribution by the candidate's spouse to the Committee.

Therefore, there is reason to believe that the candidate's spouse, J. Myron Walker, violated 2 U.S.C. § 441a(a)(1)(A).

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**WOODBURY & KESLER**  
A PROFESSIONAL CORPORATION

Jul 23 2 17 PM '93  
AFFILIATED OFFICES:

H. DICKSON BURTON  
\*\*\*\*\*  
ADMITTED IN  
DISTRICT OF COLUMBIA  
AND UTAH

ATTORNEYS AT LAW

SALT LAKE CITY OFFICE  
265 EAST 100 SOUTH, SUITE 300  
P.O. BOX 3358  
SALT LAKE CITY, UTAH 84110  
TELEPHONE (801) 364-1100  
FAX (801) 359-2320

LAS VEGAS, NV  
ST. GEORGE, UT

July 21, 1993

RECEIVED  
FEDERAL ELECTION COMMISSION  
OFFICE OF THE CLERK  
93 JUL 23 PM 3:1

Andrea Low, Esq.  
Office of General Counsel  
Federal Election Commission  
Washington, D.C. 20463

VIA FACSIMILE  
(202) 219-3923  
AND U.S. MAIL

RE: Mur 3794

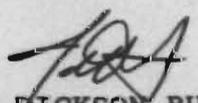
Dear Ms. Low:

This is to confirm our telephone conversation of today regarding an extension of time for J. Myron Walker and the Committee to Elect Olene S. Walker for Congress and Nena Walker Slighting, as Treasurer, to respond to the Commission's reason to believe findings dated July 9, 1993. We request an extension of time of (20) days, on the grounds that I was just retained today and will need the extra time to investigate this matter and provide a response. I understand from you this request will be granted.

I also enclose herewith Designations of Counsel from each Respondent. If you need anything further at this time regarding my designation of counsel or the request for extension of time, please let me know. In the meantime, we will assume the extension has been granted unless I hear from you to the contrary.

Very Truly Yours,

**WOODBURY & KESLER**



H. DICKSON BURTON

HDB/cb  
Enclosure  
CC: Olene S. Walker  
J. Myron Walker  
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STATEMENT OF DESIGNATION OF COUNSEL

RECEIVED  
FEDERAL ELECTION COMMISSION  
93 JUL 23 PM 3:13

MUR 3794  
NAME OF COUNSEL: H. DICKSON BURTON, ESQ.  
ADDRESS: WOODBURY & KESLER, P.C.  
265 East 100 South, Suite 300  
P.O. Box 3358  
Salt Lake City, Utah 84110-3358  
TELEPHONE: (801) 364-1100

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

July 21, 1993  
Date

J. Myron Walker  
Signature

RESPONDENT'S NAME: J. Myron Walker  
ADDRESS: 870 Hilltop Road  
Salt Lake City, UT 84103  
HOME PHONE: (801) 363-6345  
BUSINESS PHONE: \_\_\_\_\_

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STATEMENT OF DESIGNATION OF COUNSEL

MUR 3794

NAME OF COUNSEL: H. DICKSON BURTON, ESQ.

ADDRESS: WOODBURY & KESLER, P.C.

265 East 100 South, Suite 300

P.O. Box 3358

Salt Lake City, UT 84110-3358

TELEPHONE: (801) 364-1100

RECEIVED  
FEDERAL ELECTION COMMISSION  
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The above-named individual is hereby designated as my  
counsel and is authorized to receive any notifications and other  
communications from the Commission and to act on my behalf before  
the Commission.

July 21, 1993

Date

  
Signature

RESPONDENT'S NAME: Committee to Elect Olene S. Walker for Congress and Nena

Walker Slighting, as Treasurer

ADDRESS: 870 Hilltop Road

Salt Lake City, UT 84103

HOME PHONE: (801) 363-6345

BUSINESS PHONE: (801) 538-1040

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FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

JULY 27, 1993

H. Dickson Burton  
Woodbury & Kesler  
265 East 100 South, Suite 300  
P.O. Box 3358  
Salt Lake City, UT 84110-3358

RE: MUR 3794

Dear Mr. Burton:

This is in response to your letter dated July 21, 1993, which we received on July 23, 1993, requesting an extension of 20 days to respond to the Commission's reason to believe findings dated July 9, 1993. After considering the circumstances presented in your letter, the Office of the General Counsel has granted the requested extension. Accordingly, your response is due by the close of business on August 16, 1993.

If you have any questions, please contact me at (202) 219-3400.

Sincerely,

*Andrea Tuck Yung Low*

Andrea Tuck Yung Low  
Attorney

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FEDERAL ELECTION COMMISSION  
COUNSEL

**WOODBURY & KESLER**

A PROFESSIONAL CORPORATION

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H. DICKSON BURTON

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ADMITTED IN  
DISTRICT OF COLUMBIA  
AND UTAH

ATTORNEYS AT LAW

AFFILIATED OFFICES:

SALT LAKE CITY OFFICE  
265 EAST 100 SOUTH, SUITE 300  
P.O. BOX 3358  
SALT LAKE CITY, UTAH 84116  
TELEPHONE (801) 364-1100  
FAX (801) 359-2320

LAS VEGAS, NV  
ST. GEORGE, UT

August 11, 1993

Andrea Low, Esq.  
Office of General Counsel  
Federal Election Commission  
Washington, D.C. 20463

VIA FACSIMILE  
(202) 219-3923

Re: MUR 3794

Dear Ms. Low:

This is to confirm our conversation of today, August 11, 1993. You agreed to allow the Committee to Elect Olene Walker and Nena Walker Slighting, as treasurer, and J. Myron Walker a few extra days to respond to the Commission's letter of July 9, 1993. While you were expecting our response in your office by August 16, 1993, we will now be mailing it to you no later than August 17, 1993.

You also acknowledged that certain information we would be providing to the Commission for its consideration, including the joint financial statement of the Walkers and related financial information, would be kept confidential and would not be placed in the public record after the MUR is closed.

I look forward to hearing from you as soon as possible concerning this inquiry. As I mentioned to you on the telephone, I will be out of the office the rest of this week but will be back beginning Monday the 16th of August.

Very Truly Yours,

WOODBURY & KESLER

*H. Dickson Burton*  
H. DICKSON BURTON *CB.*

HDB/cb

CC: Olene S. Walker  
J. Myron Walker

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# WOODBURY & KESLER

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FEDERAL ELECTION COMMISSION  
MAIN COPY ROOM

H. DICKSON BURTON

\*\*\*\*\*  
ADMITTED IN  
DISTRICT OF COLUMBIA  
AND UTAH

ATTORNEYS AT LAW

Aug 19 12 17 PM '93

AFFILIATED OFFICES:

SALT LAKE CITY OFFICE  
265 EAST 100 SOUTH, SUITE 300  
P.O. BOX 3358  
SALT LAKE CITY, UTAH 84110  
TELEPHONE (801) 364-1100  
FAX (801) 359-2320

LAS VEGAS, NV  
ST. GEORGE, UT

August 17, 1993

FEDERAL ELECTION COMMISSION  
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AUG 19 12 17 PM '93

Andrea Low, Esq.  
Office of General Counsel  
Federal Election Commission  
Washington, D.C. 20463

VIA U.P.S.  
OVERNIGHT

RE: MUR 3794

Dear Ms. Low:

As you know, I represent the Committee to Elect Olene S. Walker for Congress and Nena Walker Slighting, as treasurer, and J. Myron Walker in the above-referenced matter.

In response to the Commission's letter of July 9, 1993, indicating a finding of reason to believe that my client violated 2 U.S.C. § 441a(f), I submit this letter and the accompanying affidavits. Based on this information, we request that the Commission take no further action with respect to the above-referenced matter. The basis of this request is: 1) the loan (line of credit) was guaranteed by the candidate's spouse only because it was based upon a financial statement including jointly held assets, the candidate's share of which greatly exceeded the amount of the loan; 2) the loan was repaid with Committee funds and personal funds of the candidate; 3) no public interest was harmed in any way; and, 4) there was no knowing violation of the statute.

CFR §100.7(a)(1)(i)(D) provides that an endorsement or guarantee of a loan is not a contribution where a spouse co-signs a loan collateralized by jointly held assets, so long as the candidate's share in the collateral equals or exceeds the amount of the loan. Here, no specific collateral was actually pledged for the loan in question; rather, Ms. Walker's loan was a signature loan based upon the joint financial statement of herself and her spouse, J. Myron Walker. Nearly all of the assets listed in that statement were jointly held by the Walkers. Ms. Walker's share of those combined assets greatly exceeded the value of the loan, yet bank policy required her spouse's signature because the assets listed in the financial statement were held jointly. In other words, the jointly held assets were effectively-though not technically-pledged as collateral for the loan, thus giving rise to the requirement of Mr. Walker's guarantee.

The facts of this MUR are closely analogous to the fact situation set forth in Advisory Opinion 1991-10, where the

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candidate wished to use cash from an investment account jointly owned with his spouse. Although the amount the candidate wished to withdraw comprised less than half of the total value of the account, any withdrawal required the signatures of both spouses. The Commission determined that the candidate could use up to one-half of the account even though it required the signature of his spouse.

In this case, where Ms. Walker's share of the jointly-held assets supporting the loan significantly exceeded the value of the loan, the same equitable principle that underlies CFR §100.7(a)(1)(i)(D) and AO 1991-10 should apply. Because the bank required the guarantee of Mr. Walker on the loan, it should not be deemed as a contribution to his spouse's campaign committee. See, Affidavit of Frederick David Kammerman, Affidavit of J. Myron Walker, and Affidavit of Olene S. Walker submitted herewith.

The loan in question has been completely repaid with candidate committee funds and Ms. Walker's personal funds. See, Affidavits of Frederick David Kammerman and Olene S. Walker, paras. 6 and 5, respectively. Since the loan has been repaid, there is no outstanding excessive contribution by Mr. Walker to his spouse's campaign committee under any theory and there has been no harm to the public interest. Further, Ms. Walker withdrew before the primary election and was not elected to Congress. No public interest can be furthered or served by pursuing this matter further.

It is also evident from the record in this case that there was no intentional or surreptitious violation by any individual or by the Committee. Neither Ms. Walker nor Mr. Walker were aware that a mere guarantee of a loan by a spouse might be deemed as a contribution to the campaign committee until the Commission's letter of July 9, 1993 was received. The Affidavit of Jeanne Glaittli submitted herewith and the correspondence between the Committee and the Commission referenced therein shows that the Committee concealed no information and freely identified Mr. Walker as a guarantor for the full amount of the loan. Further, in spite of several telephone conversations with Ms. Glaittli, the Commission's report analyst never informed her or the Committee that the Commission was pursuing this as a serious matter or that the Committee should take any action other than to provide the FEC with the requested information. Instead, Ms. Glaittli was left with the impression that the matter was closed.

While this alone does not excuse a violation of law, Ms. Glaittli's and the Committee's efforts to be forthright with the

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Andrea Low, Esq.  
FEDERAL ELECTION COMMISSION  
August 17, 1993  
Page 3

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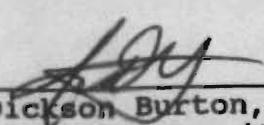
Commission should be taken into account and should persuade the Commission to take no further action in this matter.

In conclusion, it is apparent from this record that Ms. Walker had sufficient financial ability to obtain and repay the loan of her own accord without assistance from her spouse. It is only because the assets listed in the financial statement and upon which the loan was based were held jointly with her husband that the bank required his signature as a guarantor. The Committee and Mr. Walker have, at worst, only committed unintentional technical violations of campaign financing laws. The loan has been completely repaid with legal contributions. The public interest has not been harmed and will not be furthered by pursuing this matter.

I respectfully request on behalf of the Committee, Nena Walker Slighting, as treasurer and J. Myron Walker that these arguments be presented to the Commission, along with our request that no further action be taken on MUR 3794.

Finally, it is my understanding based on a telephone conversation with you on August 11, 1993, that the financial information submitted herewith, including the financial statement of Olene S. Walker and J. Myron Walker (Exhibits A to the Affidavits of Frederick David Kammerman and J. Myron Walker) will be kept confidential and will not be made part of the public record either during the pendency of this matter or after it is resolved without the express written permission of my clients.

Respectfully submitted this 17th day of August, 1993.

  
\_\_\_\_\_  
H. Dickson Burton, Esq.  
Attorney for Committee to Elect  
Olene S. Walker for Congress,  
Nena Walker Slighting,  
Treasurer, and J. Myron Walker

CC: Olene S. Walker  
J. Myron Walker

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BEFORE THE FEDERAL ELECTION COMMISSION

FEDERAL ELECTION COMMISSION  
OFFICE OF THE CLERK  
RECEIVED  
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In the Matter of )  
 ) MUR 3794  
The Committee to Elect Olene )  
S. Walker for Congress and Nena )  
Walker Slighting, as Treasurer, )  
and J. Myron Walker )

AFFIDAVIT OF OLENE S. WALKER

I, Olene S. Walker, having been duly sworn, hereby depose and say:

1. I was a candidate for the Second Congressional District for the State of Utah in 1992, although I withdrew from the campaign two days before the June 27, 1992 primary convention, in order to become a candidate for lieutenant governor.

2. In order to help finance my congressional campaign committee prior to the primary convention, I determined to obtain a \$50,000.00 line of credit. I went to Zions First National Bank ("Zion's Bank"), where our family business had a long term relationship and was informed that I could qualify for an unsecured line of credit.

3. A few days later, I was contacted by Rick Kammerman, the officer with whom we had regular dealings at Zion's Bank, who informed me that the loan documentation was ready, but that my husband, J. Myron Walker, needed to co-sign or guarantee the loan. Mr. Kammerman said that my husband's signature would be necessary because it was a signature loan based upon our joint financial statement and was required by bank policy as with previous loans to our family business.

4. At this time, and at no time until I received the Federal Election Commission's letter of July 9, 1993, was I aware that my spouse's guarantee might be deemed by the Commission as a contribution by him to my campaign committee.

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5. On March 22, 1993, the line of credit was repaid in full with Campaign Committee Funds and personal funds belonging solely to me.

DATED this 6<sup>th</sup> day of August, 1993.

*Olene S. Walker*  
OLENE S. WALKER

Subscribed and sworn before me this 6<sup>th</sup> day of August, 1993.



*Connie M. Burnside*  
Notary Public  
Residing at: 265 E 100 S

October 12, 1996  
Q:\WB\WALKER\OLENE.LAF

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BEFORE THE FEDERAL ELECTION COMMISSION

FEDERAL ELECTION COMMISSION  
RECEIVED  
93 AUG 19 PM 3:43

In the Matter of )  
 ) MUR 3794  
The Committee to Elect Olene )  
S. Walker for Congress and Nena )  
Walker Slighting, as Treasurer, )  
and J. Myron Walker )

AFFIDAVIT OF J. MYRON WALKER

I, J. Myron Walker, having been duly sworn, hereby depose and say:

1. I am married to Olene S. Walker, who for a short time in 1992 was a candidate in the Second Congressional District for the State of Utah.

2. In order for us to furnish working capital to the family business, it has been necessary to rely on bank lending with Olene and I signing personally as guarantors on business loans.

3. Except for individual retirement accounts, all of mine and Olene's assets are held jointly. A true and correct copy of our joint financial statement as of April 1992, is attached hereto as Exhibit A.

4. During Olene's congressional campaign, She informed me that she was going to arrange for a \$50,000.00 line of credit in her name.

5. A short time later, Mr. Rick Kammerman of Zion's First National Bank, the bank with which we have regularly dealt, called and asked me to "co-sign" the loan. He said that my "co-signature" was required by the bank, as it had been with the other loans Olene and I had

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with the bank, in order to conform with the bank's lending policies. I signed the papers provided to me as guarantor of the loan.

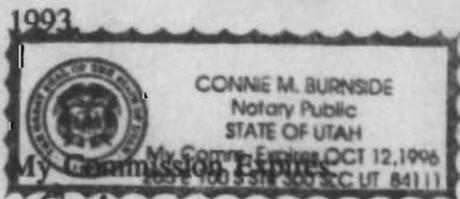
6. At no time until I received the Commission's letter of July 9, 1993 did I have any idea whatsoever that by co-signing or guaranteeing Olene's loan to her campaign committee I might be violating a campaign financing law. I had already given Olene's campaign committee \$1,000.00 from my checking account, being aware of the general contribution limitations.

7. None of my funds or funds of our family business were used in any way to repay the loan in question.

DATED this 10<sup>th</sup> day of August, 1993.

*J. Myron Walker*  
J. MYRON WALKER

Subscribed and sworn before me this 10<sup>th</sup> day of August,



*Connie M. Burnside*  
Notary Public  
Residing at: 2165 E. 10050

October 12, 1996  
Q:\EDM\WALKER\MYRON.AFF

930890961975

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	MUR 3794
The Committee to Elect Olene	)	
S. Walker for Congress and Nena	)	
Walker Slighting, as Treasurer,	)	
and J. Myron Walker	)	

AFFIDAVIT OF FREDERICK DAVID KAMMERMAN

I, Frederick David Kammerman, having been duly sworn, hereby depose and say:

1. I am currently employed by Zions First National Bank ("Zions Bank"), in Salt Lake City, Utah as a Vice-President and commercial loan officer. For the past two years, I have been assigned as the "relationship officer" to the family business owned by Olene Walker and her husband Myron Walker. In that capacity, I am responsible for overseeing the relationship of Zions Bank with the Walkers and their business, and am involved in each of their loan transactions. I have specifically been involved in the annual renewal of Zions Bank's line of credit for the Walker's business.

2. In early May 1992, Olene Walker applied for a line of credit of \$50,000.00 in connection with her campaign for Congress in Utah's Second Congressional District. The line was to be taken out in her name only.

3. Mrs. Walker submitted at that time the joint financial statement of herself and her husband, J. Myron showing a joint net worth of \_\_\_\_\_ I was familiar with this statement from prior dealings with the Walkers. A true and correct copy of this financial statement as provided to me is attached hereto as Exhibit A. Through my prior dealings with

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the Walkers, I was aware that all of the assets listed in the Financial Statement, except the retirement accounts, were held jointly by Olene and Myron Walker.

4. Our lending policies provides that the bank cannot give a personal loan based solely on a joint financial statement without the signature of all parties owning an interest in the property listed in the financial statement without relying on separate, individual sources of income.

5. Before preparing the guarantee documents, I discussed with colleagues the possibility of providing the loan to Mrs. Walker without the guarantee based on our prior relationship with the Walkers. I was instructed that particularly since the loan was for an election campaign committee, we needed to strictly follow bank policy so that the loan would not be deemed a contribution by the ~~Bank~~ to the Committee. I was unaware and I was not informed by anyone of the possibility that a guarantee on a loan might be deemed a contribution to the campaign committee.

6. The loan was repaid in full on or about March 22, 1993.

DATED this \_\_\_ day of August, 1993.

*Frederick David Kammerman*  
Frederick David Kammerman

Subscribed and sworn before me this 10<sup>th</sup> day of August, 1993.

*Anita Maravi*  
Notary Public  
Residing at: *SLC*

My Commission Expires:

7/16/95  
Q:\HDB\WALKER\LAMMERMAN.AFF



930540961977

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of )  
 ) MUR 3794  
The Committee to Elect Olene )  
S. Walker for Congress and Nena )  
Walker Slighting, as Treasurer, )  
and J. Myron Walker )

FEDERAL ELECTION COMMISSION  
RECEIVED  
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AFFIDAVIT OF JEANNE GLAITTLI

I, Jeanne Glaittli, having been duly sworn, hereby depose and say:

1. From early 1992 to the present, I have assisted the Committee to Elect Olene S. Walker for Congress ("the Committee") as Finance Manager. In that capacity, I have assisted the Committee in preparing and filing its Federal Election Commission compliance reports. I am a trained accountant and expect to be licensed as a CPA by spring 1994.

2. In response to a letter from Jack MacDonald, a Reports Analyst for the Federal Election Commission, dated July 21, 1992, I telephoned Mr. MacDonald and inquired as to his concerns regarding a loan reported by the committee and told him that the loan was guaranteed by Olene Walker's spouse, J. Myron Walker. Mr. MacDonald responded by asking me to send information concerning the loan guarantee such as the interest rate and the funds which are to be used to repay the loan. A true and correct copy of Mr. MacDonald's letter with my handwritten notes concerning the telephone conversation is attached hereto as Exhibit A.

3. In response to Mr. MacDonald's letter and our telephone conversation, I sent a letter dated July 31, 1992, a true and correct copy of which is attached hereto as Exhibit B. This letter disclosed that Mrs. Walker's spouse, J. Myron Walker, was a guarantor on the loan,

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which information I had previously disclosed to Mr. MacDonald in our telephone conversation noted above.

4. I received no response from Mr. MacDonald or anyone at the FEC to my letter of July 21, 1992. Instead, I received another letter from Mr. MacDonald dated October 13, 1992, concerning the July Quarterly Report. A true and correct copy is attached hereto as Exhibit C. Before I responded to the October 13 letter, the Committee received another letter from the Commission dated November 5, 1992 reaffirming the request for information.

5. In response to these letters, I again telephoned Mr. MacDonald and reminded him of our prior correspondence concerning this loan. Mr. MacDonald indicated that I need only send the same information that I had sent in my July 31, 1993 letter (Exhibit B). It was my understanding the Mr. MacDonald was satisfied with the information that I had provided, and that with the provision of similar information, the matter would be closed. In response to the correspondence and my telephone conversation with Mr. MacDonald, I sent a letter dated December 1, 1992, a true and correct (but unsigned) copy of which is attached hereto as Exhibit D.

6. On February 2, 1993, I received another letter from Mr. MacDonald, similar to the October 13, 1992 letter (Exhibit C). I responded by sending the letter dated February 17, 1993, a true and correct copy of which is attached hereto as Exhibit E.

7. On or about February 25, 1993, I received another letter from John D. Gibson, a true and correct copy of which is attached hereto as Exhibit F. In response, I telephoned Mr. MacDonald who indicated that he had received my letter of February 17, 1993 and that no response to the letter of Mr. Gibson was necessary. My handwritten note to that effect is found

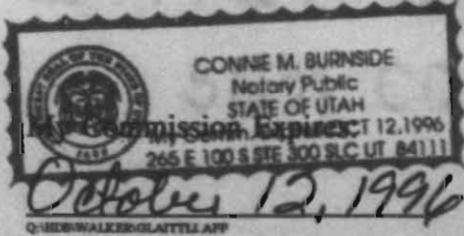
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at the top of Exhibit F. Again, Mr. Macdonald did not indicate that any other response or action was necessary. I understood the matter to be closed.

DATED this 10<sup>th</sup> day of August, 1993.

*Jeanne Glattli*  
Jeanne Glattli

Subscribed and sworn before me this 10<sup>th</sup> day of August, 1993.



*Connie M. Burnside*  
Notary Public  
Residing at: 265 E 100 S D

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930890961981

EXHIBIT A



FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

*Send copy of Guarantee  
and disclose other info.  
ie., interest, funds?,  
due etc.*

Nena Walker Slighting, Treasurer  
Committee to Elect Olene S. Walker  
For Congress  
515 South 700 East, Suite 2A  
Salt Lake City, UT 84102

*fix disclosure of loans  
to include all.*

Identification Number: C00261875

Reference: 12 Day Pre-Convention Report (4/1/92-6/7/92)

Dear Ms. Slighting:

This letter is prompted by the Commission's preliminary review of the report(s) referenced above. The review raised questions concerning certain information contained in the report(s). An itemization follows:

-Schedule C of your report (pertinent portion attached) discloses a contribution(s) which appears to exceed the limits set forth in the Act. An individual, including a candidate's spouse, may not make contributions to a candidate for federal office in excess of \$1,000 per election. If the contributions or loans in question were secured by property based on joint assets, please clarify your report with the following information:

- the name and address of the lending institution
- the interest rate
- whether or not the loan was secured
- the due date or amortization schedule
- brief description of the collateral or property used as a basis for the loan
- the owners of the collateral or the property used as a basis for the loan
- the type of ownership of such property (e.g., tenants by the entireties, joint tenants, tenants in common, etc.)
- the percentage of such property owned by each owner
- value of such property
- the names of all signatories on both the security instrument and the commercial note
- the capacity in which each signatory signed (e.g., co-maker, endorser, guarantor)

If the contribution(s) in question was incompletely or incorrectly disclosed, you should amend your original

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report with the clarifying information. If the contribution(s) you received exceeds the limits, you should either refund to the donor the amount in excess of \$1,000 or get the donor to redesignate and/or reattribute the contribution in writing. All refunds, redesignations, and reattributions must be made within sixty days of the treasurer's receipt of the contribution. Copies of refund checks and copies of letters reattributing or redesignating the contributions in question may be used to respond to this letter. Refunds and repayments are reported on Line 20 or Line 19, respectively, of the Detailed Summary Page and on Schedule B of the report covering the period in which they are made. Redesignations and reattributions are reported as memo entries on Schedule A of the report covering the period in which the authorization for the redesignation and/or reattribution is received. (11 CFR §§100.7, 100.8, 110.1, and 104.8(d)(2), (3) and (4))

Although the Commission may take further legal steps, prompt action by you to refund or seek redesignation and/or reattribution will be taken into consideration.

-Commission Regulations require the continuous reporting of all outstanding loans. This report omits the loan(s) itemized on your previous report(s). Please amend your report(s) to indicate the current status of the following loan(s): \$1,870, \$10,000, and \$10,000 owed to Olene S. Walker. (11 CFR §§104.3(d) and 104.11)

-Columns A and B, Line 6(c) of the Summary Page should equal the difference of Line 6(a) and Line 6(b).

-2 U.S.C. §434(b)(3) requires itemization of contributions from individuals and persons other than political committees, where the aggregate total from the contributor exceeds \$200 in a calendar year. In addition, 11 CFR §104.3(a)(2)(i)(B) requires a committee to report the total amount of unitemized contributions (see Line 11(a)(ii) of the Detailed Summary Page). If a committee wishes to disclose contributions regardless of the amount contributed, the committee must separate (on separate receipt schedules) those contributors requiring itemization from those who are not required to be itemized. (11 CFR §104.3(a)(4)(i)) For future filings, please submit your reports in this order.

-Please be advised that you should continue reporting whether or not each candidate loan came from the candidate's personal funds or from a lending institution. This information should appear on each report until the loan is repaid.

A written response or an amendment to your original report(s) correcting the above problem(s) should be filed with the Clerk of

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the House of Representatives, 1036 Longworth House Office Building, Washington, DC 20515 within fifteen (15) days of the date of this letter. If you need assistance, please feel free to contact me on our toll-free number, (800) 424-9530. My local number is (202) 219-3580.

Sincerely,

*Jack MacDonald*

Jack MacDonald  
Reports Analyst  
Reports Analysis Division

93040961984

999 E St. NW.

Washington DC 20423

Form 737

**SCHEDULE C**  
 (Form 1083)

**LOANS**

Page 1 of 1  
 If an separate Schedule C  
 for each individual loan.

Name of Debtor (in full) <b>Committee to Elect Glenn Walker for Congress</b>		FIC ID No. <b>C00261875</b>	
A. Full Name, Mailing Address and ZIP Code of Loan Source <b>Glenn S. Walker 878 Hilltop Rd. Salt Lake City, UT 84103</b>		Original Amount of Loan <b>2999.00</b>	Balance Outstanding at Close of This Period <b>2999.00</b>
Election: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify) <b>CONVENTION</b>			
Terms: Date Incurred <b>9/17/92</b> Date Due <b>2000</b> Interest Rate <b>0.000 % (APR)</b> <input type="checkbox"/> Secured			
List All Endorsees or Guarantors (if any) to Item A			
1. Full Name, Mailing Address and ZIP Code		Name of Employer	[Redacted]
		Occupation	
		Amount Secured/Outstanding	
2. Full Name, Mailing Address and ZIP Code		Name of Employer	[Redacted]
		Occupation	
		Amount Secured/Outstanding	
3. Full Name, Mailing Address and ZIP Code		Name of Employer	[Redacted]
		Occupation	
		Amount Secured/Outstanding	
B. Full Name, Mailing Address and ZIP Code of Loan Source <b>Sions First National Bank 1420 South 300 West Salt Lake City, UT 84115</b>		Original Amount of Loan <b>17000.00</b>	Balance Outstanding at Close of This Period <b>17000.00</b>
Election: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify) <b>CONVENTION</b>			
Terms: Date Incurred <b>9/15/92</b> Date Due <b>1/15/93</b> Interest Rate <b>7.900 % (APR)</b> <input type="checkbox"/> Secured			
List All Endorsees or Guarantors (if any) to Item A			
1. Full Name, Mailing Address and ZIP Code <b>Glenn S. Walker 878 Hilltop Rd. Salt Lake City, UT 84103</b>		Name of Employer <b>Self-Employed</b>	[Redacted]
		Occupation	
		Amount Secured/Outstanding <b>17000.00</b>	
2. Full Name, Mailing Address and ZIP Code <b>J. Byron Walker 878 Hilltop Rd. Salt Lake City, UT 84103</b>		Name of Employer <b>Courier Crisis Fund</b>	[Redacted]
		Occupation <b>President</b>	
		Amount Secured/Outstanding <b>17000.00</b>	
3. Full Name, Mailing Address and ZIP Code		Name of Employer	[Redacted]
		Occupation	
		Amount Secured/Outstanding	
SUBTOTALS This Period This Page (optional)			
TOTALS This Period (Total page in this line only)			

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515 South 700 East, Suite 2A • Salt Lake City, Utah 84102 • (801)531-9292

June 22, 1992

Clerk of the House  
House of Representatives  
1036 Longworth House Office Building  
Washington, D.C., 20515

Dear Clerk,

Committee: Committee to Elect Olene S. Walker for Congress  
Utah Second Congressional District

FEC Identification Number: C00261875

This letter serves as a written response to a letter received from the FEC dated June 16, 1992 regarding our April Quarterly Report. As reported on the April Quarterly Report, the candidate, Olene S. Walker, loaned the Committee to Elect Olene S. Walker for Congress, a total of \$21,870. These monies were from her personal funds and were not borrowed from a lending institution.

As per the Pre-Convention report filed on June 15, 1992, the candidate loaned the Committee another \$9,000. These monies were also from her personal funds and not from a lending institution.

Thank you.

Sincerely,

Jeanne Glaitli  
Assistant Treasurer

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EXHIBIT B



515 South 700 East, Suite 2A • Salt Lake City, Utah 84102 • (801)531-9292

July 31, 1992

Jack MacDonald  
Reports Analyst  
Reports Analysis Division  
Federal Election Commission  
Washington, D.C., 20463

Dear Jack,

This letter is in response to the letter dated July 21, 1992 from the Federal Election Commission regarding the Pre-Convention Report (4/1/92 - 6/7/92) of the Committee to Elect Olene Walker for Congress (ID # COO261875.) Please note the Pre-Convention report and the July 15 report have been amended and are enclosed.

The following is information requested on the bank loan from Zions First National Bank as per our telephone conversation:

Lending Institution:	Zions First National Bank 1420 South 300 West Salt Lake City, UT 84115
Interest Rate:	Variable - Zions Base Rate + 1%
Security:	Non-secured.
Due Date:	Interest is paid monthly and principal is due 1/15/93.
Amount:	The maximum amount of the loan is \$50,000. As of 6/30/92, the outstanding balance was \$46,000.

Olene Walker is the signor of the note. Her husband, J. Myron Walker, guaranteed the full amount of the loan. See the attached guarantee documents. Please note when the loan was negotiated, the intended source of repayment was future contributions. In the event future contributions will not repay the loan in full, the loan will be repaid with personal funds of Olene Walker.

The amended reports enclosed include the status of all outstanding loans as requested.

Line 6 of FEC 3 has been corrected.

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The requirements for itemizing contributions has been noted and will be corrected on future reports.

The amended reports also include whether loan funds are from the candidate's personal funds or from a lending institution.

If you have further questions, please call me at (801) 363-0228. Thank you.

Sincerely,



Jeanne Glaittli  
Assistant Treasurer

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EXHIBIT C



FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

RQ-2

Nena Walker Slighting, Treasurer  
Committee to Elect Olene S. Walker  
For Congress  
870 Hilltop Road  
Salt Lake City, UT 84103

OCT 13 1992

Identification Number: C00261875

Reference: July Quarterly Report (6/8/92-6/30/92)

Dear Ms. Slighting:

This letter is prompted by the Commission's preliminary review of the report(s) referenced above. The review raised questions concerning certain information contained in the report(s). An itemization follows:

-Schedule C of your report (pertinent portion attached) discloses a contribution(s) which appears to exceed the limits set forth in the Act. An individual or a political committee other than a qualified multi-candidate committee may not make a contribution to a candidate for federal office in excess of \$1,000 per election. The term "contribution" includes any gift, subscription, loan, advance, or deposit of money or anything of value made by any person for the purpose of influencing any election for federal office. (2 U.S.C. §441a(a) and (f); 11 CFR §110.1(b), (e) and (k))

Please note that contributions designated in writing by the contributor for a particular election must be attributed to that election. Contributions not designated in writing by the contributor will be considered made for the next election for that Federal Office (Convention) (11 CFR §110.1(b)(2)(i) and (ii)).

Any contribution drawn on a joint checking account will be considered made by both individuals only if the check is signed by both or is accompanied by a written document noting the amount attributable to each individual and is signed by each individual. (11 CFR §110.1(k)(1) and (2))

If the contribution(s) in question was incompletely or incorrectly disclosed, you should amend your original report with the clarifying information. If the contribution(s) you received exceeds the limits, you

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should refund to the donor the amount in excess of \$1,000. Refunds must be made within sixty days of the treasurer's receipt of the contribution. Copies of refund checks may be used to respond to this letter. Refunds are reported on Line 20 of the Detailed Summary Page and on Schedule B of the report covering the period in which they are made. (11 CFR §104.8(d)(4))

Although the Commission may take further legal steps, prompt action by you to refund the excessive amount will be taken into consideration.

-Schedule A of your report indicates that your committee may have failed to file one or more of the required 48 hour notices regarding "last minute" contributions received by your committee after the close of books for the 12 Day Pre-Convention report. A principal campaign committee must notify the Commission, in writing, within 48 hours of any contribution of \$1,000 or more received between two and twenty days before an election. These contributions are then reported on the next report required to be filed by the committee. To ensure that the Commission is notified of last minute contributions of \$1,000 or more to your campaign, it is recommended that you review your procedures for checking contributions received during the aforementioned time period. Although the Commission may take legal action, any response you wish to make concerning this matter will be taken into consideration. (11 CFR §104.5(f))

A written response or an amendment to your original report(s) correcting the above problem(s) should be filed with the Clerk of the House of Representatives, 1036 Longworth House Office Building, Washington, DC 20515 within fifteen (15) days of the date of this letter. If you need assistance, please feel free to contact me on our toll-free number, (800) 424-9530. My local number is (202) 219-3580.

Sincerely,

Jack MacDonald  
Reports Analyst  
Reports Analysis Division

93080961993

**SCHEDULE C**  
**(Part 2)**

**LOANS**

Page 1 of 6 for  
LINE NUMBER 12a  
(Use separate schedule  
for each numbered line)

Name of Lender (in Full)  
**Committee to Elect Glenn Walker for Congress** FIC ID No C99261975

A. Full Name, Mailing Address and ZIP Code of Lender  
**Glenn First National Bank**  
**1420 South 300 West**  
**Salt Lake City, UT 84106**

Branch  Primary  Second  Other (Specify): **Commercial** 2000.00

Term: **Date Invoiced** 5/15/72 **Date Due** 1/15/73 **Interest Rate** 7.50%  **Interest** 2000.00

List All References or Guarantors (if any) to Item A

1. Full Name, Mailing Address and ZIP Code <b>Glenn S. Walker</b> <b>870 Hilltop Rd.</b> <b>Salt Lake City, UT 84106</b>	Name of Employer <b>Consultants</b> Occupation <b>Consultant</b> Amount Guaranteed Outstanding <b>\$ 2000.00</b>
2. Full Name, Mailing Address and ZIP Code <b>J. Lynn Walker</b> <b>870 Hilltop Rd.</b> <b>Salt Lake City, UT 84106</b>	Name of Employer <b>Country Crisis Fund</b> Occupation <b>President</b> Amount Guaranteed Outstanding <b>\$ 2000.00</b>
3. Full Name, Mailing Address and ZIP Code	Name of Employer Occupation Amount Guaranteed Outstanding

B. Full Name, Mailing Address and ZIP Code of Lender  
**Glenn First National Bank**  
**1420 South 300 West**  
**Salt Lake City, UT 84106**

Branch  Primary  Second  Other (Specify): **Commercial** 6000.00

Term: **Date Invoiced** 5/15/72 **Date Due** 1/15/73 **Interest Rate** 7.50%  **Interest** 6000.00

List All References or Guarantors (if any) to Item A

1. Full Name, Mailing Address and ZIP Code <b>Glenn S. Walker</b> <b>870 Hilltop Rd.</b> <b>Salt Lake City, UT 84106</b>	Name of Employer <b>Consultants</b> Occupation <b>Consultant</b> Amount Guaranteed Outstanding <b>\$ 6000.00</b>
2. Full Name, Mailing Address and ZIP Code <b>J. Lynn Walker</b> <b>870 Hilltop Rd.</b> <b>Salt Lake City, UT 84106</b>	Name of Employer <b>Country Crisis Fund</b> Occupation <b>President</b> Amount Guaranteed Outstanding <b>\$ 6000.00</b>
3. Full Name, Mailing Address and ZIP Code	Name of Employer Occupation Amount Guaranteed Outstanding

CONTINUED This Period This Page (optional) 2000.00

TERMINATED This Period (last page) (do not check)

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**SCHEDULE C**  
(Federal 200)

**LOANS**

Page 2 of 4 in  
LINE NUMBER 115  
(See separate schedule  
for line numbers 1-10)

Name of Committee (in Full)  
**Committee to Elect Glenn Walker for Congress** FEC ID No C00261875

A. Full Name, Mailing Address and ZIP Code of Lender	Original Amount of Loan	Maturity Date	Interest Rate	Balance Outstanding at Close of This Period
<b>Sions First National Bank</b> 1420 South 300 West Salt Lake City, UT 84115 District: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify): <b>Convention</b>	2000.00	-	7.500 % (per)	2000.00
Term: <input checked="" type="checkbox"/> Revolving <u>6/12/72</u> Date Due <u>1/15/73</u> Interest Rate <u>7.500 % (per)</u> <input type="checkbox"/> Secured				

List All Endorsees or Guarantors (if any) to Item A

1. Full Name, Mailing Address and ZIP Code	Name of Employer
<b>Glenn S. Walker</b> 870 Hilltop Rd. Salt Lake City, UT 84108	Candidate Congressman Amount Guaranteed Outstanding \$ <u>2000.00</u>
<b>J. Myron Walker</b> 870 Hilltop Rd. Salt Lake City, UT 84108	Country Crisis Fund Congressman President Amount Guaranteed Outstanding \$ <u>2000.00</u>
<b>A. Full Name, Mailing Address and ZIP Code</b>	Name of Employer Occupation Amount Guaranteed Outstanding \$

B. Full Name, Office, Address and ZIP Code of Lender	Original Amount of Loan	Maturity Date	Interest Rate	Balance Outstanding at Close of This Period
<b>Sions First National Bank</b> 1420 South 300 West Salt Lake City, UT 84115 District: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify): <b>Convention</b>	2000.00	-	7.500 % (per)	2000.00
Term: <input checked="" type="checkbox"/> Revolving <u>6/12/72</u> Date Due <u>1/15/73</u> Interest Rate <u>7.500 % (per)</u> <input type="checkbox"/> Secured				

List All Endorsees or Guarantors (if any) to Item B

1. Full Name, Mailing Address and ZIP Code	Name of Employer
<b>Glenn S. Walker</b> 870 Hilltop Rd. Salt Lake City, UT 84108	Candidate Congressman Amount Guaranteed Outstanding \$ <u>2000.00</u>
<b>J. Myron Walker</b> 870 Hilltop Rd. Salt Lake City, UT 84108	Country Crisis Fund Congressman President Amount Guaranteed Outstanding \$ <u>2000.00</u>
<b>A. Full Name, Mailing Address and ZIP Code</b>	Name of Employer Occupation Amount Guaranteed Outstanding \$

SUBTOTALS This Period This Page (Include)	\$00.00
TOTALS This Period (all pages - See line 10)	\$00.00

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 92014534023

**SCHEDULE C**  
Part 200

**LOANS**

Page 1 of 1 for  
LINE NUMBER 115  
(Use separate schedules  
for each numbered line)

Name of Committee (in Full) **Committee to Elect Glenn Walker for Congress** FIC ID No **C09261873**

A. Full Name, Mailing Address and ZIP Code of Loan Source <b>Sioux First National Bank 1420 South 300 West Salt Lake City, UT 84115</b>	Original Amount of Loan <b>0.00</b>	Monthly Payment to Date	Balance Outstanding at Close of This Period <b>0.00</b>
Debtors: <input type="checkbox"/> Primary <input type="checkbox"/> Secured <input checked="" type="checkbox"/> Other (specify): <b>Corruption</b>	<b>1000.00</b>	<b>0.00</b>	<b>1000.00</b>

Term: Date Issued 5/24/92 Date Due 1/15/93 Interest Rate 7.25% (6.5%)  Secured

List All Endorsers or Guarantors (if any) to Item A

1. Full Name, Mailing Address and ZIP Code <b>Glenn S. Walker 870 Hilltop Rd. Salt Lake City, UT 84103</b>	Name of Employer <b>Candidate</b>
	Occupation <b>Corruption</b>
	Amount Guaranteed Outstanding <b>0</b>

2. Full Name, Mailing Address and ZIP Code <b>J. Byron Walker 870 Hilltop Rd. Salt Lake City, UT 84103</b>	Name of Employer <b>Country Crisis Fund</b>
	Occupation <b>President</b>
	Amount Guaranteed Outstanding <b>0</b>

3. Full Name, Mailing Address and ZIP Code	Name of Employer
	Occupation
	Amount Guaranteed Outstanding

B. Full Name, Mailing Address and ZIP Code of Loan Source <b>Glenn S. Walker 870 Hilltop Rd. Salt Lake City, UT 84103</b>	Original Amount of Loan	Monthly Payment to Date	Balance Outstanding at Close of This Period <b>1071.00</b>
Debtors: <input type="checkbox"/> Primary <input type="checkbox"/> Secured <input checked="" type="checkbox"/> Other (specify): <b>Corruption</b>	<b>1071.00</b>	<b>0.00</b>	<b>1071.00</b>

Term: Date Issued 1/15/92 Date Due 2000 Interest Rate 6.25% (6.5%)  Secured

List All Endorsers or Guarantors (if any) to Item B

1. Full Name, Mailing Address and ZIP Code <b>Glenn S. Walker 870 Hilltop Rd. Salt Lake City, UT 84103</b>	Name of Employer
	Occupation
	Amount Guaranteed Outstanding

2. Full Name, Mailing Address and ZIP Code	Name of Employer
	Occupation
	Amount Guaranteed Outstanding

3. Full Name, Mailing Address and ZIP Code	Name of Employer
	Occupation
	Amount Guaranteed Outstanding

DISCLOSURE This Period This Page (optional) **0071.00**

THIS IS THE PERIOD FOR WHICH THIS PAGE IS FILED (see instructions)

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92014534727

Name of Committee (in Full) **Committee to Elect Glenn Walker for Congress** **FEC ID No C00261875**

A. Full Name, Mailing Address and ZIP Code of Loan Source  
**Glenn S. Walker**  
**878 Milltop Rd.**  
**Salt Lake City, UT 84103**  
 Gender:  Primary  Co-owned  Other (specify): Corporation **17999.00** **17999.00**

Term: Date Issued 4/17/72 Date Due None Interest Rate 8.992 % APR  Secured

List All Endorsers or Guarantors (if any) to Item A

1. Full Name, Mailing Address and ZIP Code  
 Name of Employer  
 Occupation  
 Amount Guaranteed Outstanding  
**System First candidate's personal funds.**

2. Full Name, Mailing Address and ZIP Code  
 Name of Employer  
 Occupation  
 Amount Guaranteed Outstanding

3. Full Name, Mailing Address and ZIP Code  
 Name of Employer  
 Occupation  
 Amount Guaranteed Outstanding

B. Full Name, Mailing Address and ZIP Code of Loan Source  
**State First National Bank**  
**1420 South 300 West**  
**Salt Lake City, UT 84115**  
 Gender:  Primary  Co-owned  Other (specify): Corporation **17999.00** **17999.00**

Term: Date Issued 2/15/72 Date Due 1/15/77 Interest Rate 7.992 % APR  Secured

List All Endorsers or Guarantors (if any) to Item B

1. Full Name, Mailing Address and ZIP Code  
 Name of Employer  
 Occupation  
 Amount Guaranteed Outstanding  
**Glenn S. Walker**  
**878 Milltop Rd.**  
**Salt Lake City, UT 84103**  
**Consulting**  
**17999.00**

2. Full Name, Mailing Address and ZIP Code  
 Name of Employer  
 Occupation  
 Amount Guaranteed Outstanding  
**J. Byron Walker**  
**878 Milltop Rd.**  
**Salt Lake City, UT 84103**  
**Country Crisis Fund**  
**17999.00**

3. Full Name, Mailing Address and ZIP Code  
 Name of Employer  
 Occupation  
 Amount Guaranteed Outstanding

DISBURSE This Period This Page (optional) **17999.00**

TOTALS This Period (Full page or "N" for only)

Any additional information may be obtained by contacting the Commission at Washington, D.C. 20543

93080961997  
92014534031

**SCHEDULE C**  
(Part 98)

**LOANS**

Page 1 of 1 for  
LINE NUMBER 112  
(Use separate schedules  
for each numbered line)

Name of Committee (in Full)  
**Committee to Elect Glenn Walker for Congress** SEC ID No **092251973**

A. Full Name, Mailing Address and ZIP Code of Loan Grantee  
**Glenn First National Bank**  
**1420 South 300 West**  
**Salt Lake City, UT 84115**

Original Amount of Loan: **2000.00** Number of Payments: **12** Balance Outstanding at End of This Period: **2000.00**

Number:  Money  Goods  Other (specify): **Construction**

Term: Date Issued **3/29/72** Date Due **1/15/73** Interest Rate **7.500 % (APR)**  Secured

List All Endorsers or Guarantors (if any) to Item A

1. Full Name, Mailing Address and ZIP Code <b>Glenn S. Walker</b> <b>870 Hilltop Rd.</b> <b>Salt Lake City, UT 84103</b>	Name of Employer <b>Candidate</b> Occupation	Amount Guaranteed Outstanding <b>0</b>
2. Full Name, Mailing Address and ZIP Code <b>J. Byron Walker</b> <b>870 Hilltop Rd.</b> <b>Salt Lake City, UT 84103</b>	Name of Employer <b>Country Club Fund</b> Occupation <b>President</b>	Amount Guaranteed Outstanding <b>0</b>
3. Full Name, Mailing Address and ZIP Code	Name of Employer	Amount Guaranteed Outstanding

B. Full Name, Mailing Address and ZIP Code of Loan Grantee  
**Glenn First National Bank**  
**1420 South 300 West**  
**Salt Lake City, UT 84115**

Original Amount of Loan: **2000.00** Number of Payments: **12** Balance Outstanding at End of This Period: **2000.00**

Number:  Money  Goods  Other (specify): **Construction**

Term: Date Issued **3/1/72** Date Due **1/15/73** Interest Rate **7.500 % (APR)**  Secured

List All Endorsers or Guarantors (if any) to Item B

1. Full Name, Mailing Address and ZIP Code <b>Glenn S. Walker</b> <b>870 Hilltop Rd.</b> <b>Salt Lake City, UT 84103</b>	Name of Employer <b>Candidate</b> Occupation	Amount Guaranteed Outstanding <b>0</b>
2. Full Name, Mailing Address and ZIP Code <b>J. Byron Walker</b> <b>870 Hilltop Rd.</b> <b>Salt Lake City, UT 84103</b>	Name of Employer <b>Country Club Fund</b> Occupation <b>President</b>	Amount Guaranteed Outstanding <b>0</b>
3. Full Name, Mailing Address and ZIP Code	Name of Employer	Amount Guaranteed Outstanding

CAUTION: This Period This Page (optional)

TOTALS This Period (fill page 98) (On the end)

Any additional information...

92014334032

CHEETAH BRAND

100% COTTON FIBER

93080961999

EXHIBIT D

December 1, 1992

Clerk of the House  
1036 Longworth House Office Building  
Washington, D.C. 20515

Dear Clerk,

This letter is in response to a letter received from Jack MacDonald of the FEC dated October 13, 1992. The letter was sent in regards to the July Quarterly Report (6/8/92 - 6/30/92) of the Committee to Elect Olene Walker for Congress (ID # COO261875.) I apologize for this late response as I did not receive your letter until just a few days prior to the date of this letter.

The following is further information on the bank loan from Zions First National Bank (Schedule C):

Lending Institution:	Zions First National Bank 1420 South 300 West Salt Lake City, UT 84115
Interest Rate:	Variable - Zions Base Rate + 1%
Security:	Non-secured.
Due Date:	Interest is paid monthly and principal is due 1/15/93.
Amount:	The maximum amount of the loan is \$50,000. As of 6/30/92, the outstanding balance was \$46,000.

Olene Walker is the signor of the note. Her husband, J. Myron Walker, guaranteed the full amount of the loan. See the attached guarantee documents. Please note when the loan was negotiated, the intended source of repayment was future contributions. In the event future contributions will not repay the loan in full, the loan will be repaid with personal funds of Olene Walker.

9300962000

Please note that our failure to submit 48 Hour Notices for the draws on the above loan were an oversight and not an intention to mislead.

If you have further questions, please call me at (801) 277-3338. Thank you.

Sincerely,

Jeanne Glaittli  
Assistant Treasurer

930 0962001

930 0962002

EXHIBIT E

February 17, 1993

Clerk of the House  
1036 Longworth House Office Building  
Washington, D.C. 20515

Dear Clerk,

This letter is in response to a letter received from Jack MacDonald of the FEC dated February 2, 1993. The letter was sent in regards to the October Quarterly Report (7/1/92 - 12/31/92) of the Committee to Elect Olene Walker for Congress (ID # COO261875.)

The letter indicated concern over certain bank loans noted in Schedule C of the October Quarterly Report. As requested, the following is further information on the bank loan from Zions First National Bank (Schedule C):

Lending Institution:	Zions First National Bank Midvalley Loan Center 3880 South 700 East Salt Lake City, UT 84106
Interest Rate:	Variable - Zions Base Rate + 1%
Security:	Non-secured.
Due Date:	Interest is paid monthly and principal is due 1/15/93. In January 1993, Olene Walker negotiated an extension of this loan. A copy of the new loan agreement has been included. It indicates principal and interest are due upon maturity or March 15, 1993.
Amount:	The maximum amount of the loan is \$50,000. As of 12/31/92, the outstanding balance was \$50,000.

93080962003

Olene Walker is the signor of the note. Her husband, J. Myron Walker, guaranteed the full amount of the loan. Please see copies of the guarantee documents already sent to the FEC with a prior letter. Please note when the loan was negotiated, the intended source of repayment was future contributions. In the event future contributions will not repay the loan in full, the loan will be repaid with personal funds of Olene Walker.

If you have further questions, please call me at (801) 277-3338. Thank you.

Sincerely,

Jeanne Glaittli  
Assistant Treasurer

Enclosure

93090962004



FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

RQ-2

Nena Walker Slighting, Treasurer  
Committee To Elect Olene S. Walker  
For Congress  
870 Hilltop Road  
Salt Lake City, UT 84103

FEB 2 1993

Identification Number: C00261875

Reference: October Quarterly Report (7/1/92-9/30/92)

Dear Ms. Slighting:

This letter is prompted by the Commission's preliminary review of the report(s) referenced above. The review raised questions concerning certain information contained in the report(s). An itemization follows:

-Schedule C of your report (pertinent portion attached) discloses a contribution(s) which appears to exceed the limits set forth in the Act. An individual or a political committee other than a qualified multi-candidate committee may not make a contribution to a candidate for federal office in excess of \$1,000 per election. The term "contribution" includes any gift, subscription, loan, advance, or deposit of money or anything of value made by any person for the purpose of influencing any election for federal office. (2 U.S.C. §441a(a) and (f); 11 CFR §110.1(b), (e) and (k))

Please note that contributions designated in writing by the contributor for a particular election must be attributed to that election. Contributions not designated in writing by the contributor will be considered made for the next election for that Federal Office (convention) (11 CFR §110.1(b)(2)(i) and (ii)).

Any contribution drawn on a joint checking account will be considered made by both individuals only if the check is signed by both or is accompanied by a written document noting the amount attributable to each individual and is signed by each individual. (11 CFR §110.1(k)(1) and (2))

If the contribution(s) in question was incompletely or incorrectly disclosed, you should amend your original report with the clarifying information. If the

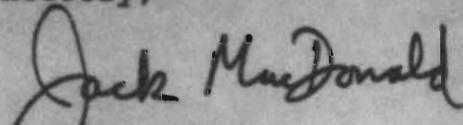
93080962005

contribution(s) you received exceeds the limits, you should refund to the donor the amount in excess of \$1,000. Refunds must be made within sixty days of the treasurer's receipt of the contribution. Copies of refund checks may be used to respond to this letter. Refunds are reported on Line 20 of the Detailed Summary Page and on Schedule B of the report covering the period in which they are made. (11 CFR §104.8(d)(4))

Although the Commission may take further legal steps, prompt action by you to refund the excessive amount will be taken into consideration.

A written response or an amendment to your original report(s) correcting the above problem(s) should be filed with the Clerk of the House of Representatives, 1036 Longworth House Office Building, Washington, DC 20515 within fifteen (15) days of the date of this letter. If you need assistance, please feel free to contact me on our toll-free number, (800) 424-9530. My local number is (202) 219-3580.

Sincerely,



Jack MacDonald  
Reports Analyst  
Reports Analysis Division

93080962006

**SCHEDULE C**  
(Revised 3/88)

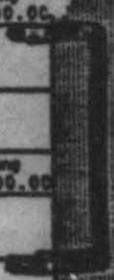
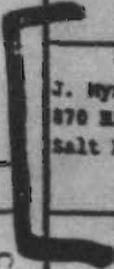
**LOANS**

Page 7 of 7 for  
 Loan Number 130  
 (Use separate schedules  
 for each numbered line)

Name of Committee (in full) <b>Committee to Elect Olene Walker for Congress</b>		FPC ID No <b>C00261875</b>		
<b>A Full Name, Mailing Address and ZIP Code of Loan Source</b> <b>Sions First National Bank</b> 1420 South 300 West Salt Lake City, UT 84115 Election <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify): <b>Convention</b>		Original Amount of Loan <b>2000.00</b>	Cumulative Payment To Date <b>-0-</b>	Balance Outstanding at Close of This Period <b>2000.00</b>
Terms: Date Incurred <u>7/02/92</u> Date Due <u>1/15/93</u> Interest Rate <u>7.800 % (apr)</u> <input type="checkbox"/> Secured				
List All Endorsers or Guarantors (if any) to Item A				
<b>1 Full Name, Mailing Address and ZIP Code</b> <b>Olene S. Walker</b> 870 Hilltop Rd. Salt Lake City, UT 84103		Name of Employer <b>Candidate</b> Occupation Amount Guaranteed Outstanding \$ <b>2000.00</b>		
<b>2 Full Name, Mailing Address and ZIP Code</b> <b>J. Myron Walker</b> 870 Hilltop Rd. Salt Lake City, UT 84103		Name of Employer <b>Country Crisp Food</b> Occupation <b>President</b> Amount Guaranteed Outstanding \$ <b>2000.00</b>		
<b>3 Full Name, Mailing Address and ZIP Code</b>		Name of Employer Occupation Amount Guaranteed Outstanding \$		
<b>B Full Name, Mailing Address and ZIP Code of Loan Source</b> <b>Sions First National Bank</b> 1420 South 300 West Salt Lake City, UT 84115 Election: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify): <b>Convention</b>		Original Amount of Loan <b>2000.00</b>	Cumulative Payment To Date <b>-0-</b>	Balance Outstanding at Close of This Period <b>2000.00</b>
Terms: Date Incurred <u>7/14/92</u> Date Due <u>1/15/93</u> Interest Rate <u>7.800 % (apr)</u> <input type="checkbox"/> Secured				
List All Endorsers or Guarantors (if any) to Item A				
<b>1 Full Name, Mailing Address and ZIP Code</b> <b>Olene S. Walker</b> 870 Hilltop Rd. Salt Lake City, UT 84103		Name of Employer <b>Candidate</b> Occupation Amount Guaranteed Outstanding \$ <b>2000.00</b>		
<b>2 Full Name, Mailing Address and ZIP Code</b> <b>J. Myron Walker</b> 870 Hilltop Rd. Salt Lake City, UT 84103		Name of Employer <b>Country Crisp Food</b> Occupation <b>President</b> Amount Guaranteed Outstanding \$ <b>2000.00</b>		
<b>3 Full Name, Mailing Address and ZIP Code</b>		Name of Employer Occupation Amount Guaranteed Outstanding \$		
SUBTOTALS This Period This Page (optional)				
<b>4000.00</b>				
TOTALS This Period (last page in this file only)				

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225





FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

RQ-2

Nena Walker Slighting, Treasurer  
Committee To Elect Olene S. Walker  
For Congress  
870 Hilltop Road  
Salt Lake City, UT 84103

FEB 2 1993

Identification Number: C00261875

Reference: October Quarterly Report (7/1/92-9/30/92)

Dear Ms. Slighting:

This letter is prompted by the Commission's preliminary review of the report(s) referenced above. The review raised questions concerning certain information contained in the report(s). An itemization follows:

-Schedule C of your report (pertinent portion attached) discloses a contribution(s) which appears to exceed the limits set forth in the Act. An individual or a political committee other than a qualified multi-candidate committee may not make a contribution to a candidate for federal office in excess of \$1,000 per election. The term "contribution" includes any gift, subscription, loan, advance, or deposit of money or anything of value made by any person for the purpose of influencing any election for federal office. (2 U.S.C. §441a(a) and (f); 11 CFR §110.1(b), (e) and (k))

Please note that contributions designated in writing by the contributor for a particular election must be attributed to that election. Contributions not designated in writing by the contributor will be considered made for the next election for that Federal Office (convention) (11 CFR §110.1(b)(2)(i) and (ii)).

Any contribution drawn on a joint checking account will be considered made by both individuals only if the check is signed by both or is accompanied by a written document noting the amount attributable to each individual and is signed by each individual. (11 CFR §110.1(k)(1) and (2))

If the contribution(s) in question was incompletely or incorrectly disclosed, you should amend your original report with the clarifying information. If the

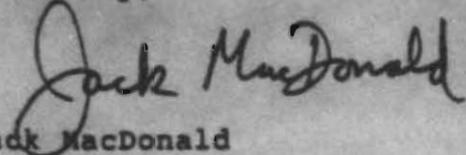
93030962008

contribution(s) you received exceeds the limits, you should refund to the donor the amount in excess of \$1,000. Refunds must be made within sixty days of the treasurer's receipt of the contribution. Copies of refund checks may be used to respond to this letter. Refunds are reported on Line 20 of the Detailed Summary Page and on Schedule B of the report covering the period in which they are made. (11 CFR \$104.8(d)(4))

Although the Commission may take further legal steps, prompt action by you to refund the excessive amount will be taken into consideration.

A written response or an amendment to your original report(s) correcting the above problem(s) should be filed with the Clerk of the House of Representatives, 1036 Longworth House Office Building, Washington, DC 20515 within fifteen (15) days of the date of this letter. If you need assistance, please feel free to contact me on our toll-free number, (800) 424-9530. My local number is (202) 219-3580.

Sincerely,



Jack MacDonald  
Reports Analyst  
Reports Analysis Division

93040962009

**SCHEDULE C**  
(Revised 3/88)

**LOANS**

Page 7 of 7 for  
 Line Number 11a  
 (Use separate schedules  
 for each numbered line)

Name of Committee (in Full)		FEC ID No C00261875			
A. Full Name, Mailing Address and ZIP Code of Loan Source		Original Amount of Loan	Cumulative Payments To Date	Balance Outstanding at Close of This Period	
Sions First National Bank 1420 South 300 West Salt Lake City, UT 84115 Election: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify): <u>Convention</u>		2000.00	-0-	2000.00	
Terms: Date Incurred <u>7/02/92</u> Date Due <u>1/15/93</u> Interest Rate <u>7.000</u> % (apr) <input type="checkbox"/> Secured					
List All Endorsers or Guarantors (if any) to Item A					
1. Full Name, Mailing Address and ZIP Code		Name of Employer			
Olene S. Walker 870 Hilltop Rd. Salt Lake City, UT 84103		Candidate Occupation			
		Amount Guaranteed Outstanding \$ 2000.00			
2. Full Name, Mailing Address and ZIP Code		Name of Employer			
J. Myron Walker 870 Hilltop Rd. Salt Lake City, UT 84103		Country Crisp Food Occupation President			
		Amount Guaranteed Outstanding \$ 2000.00			
3. Full Name, Mailing Address and ZIP Code		Name of Employer			
		Occupation			
		Amount Guaranteed Outstanding \$			
B. Full Name, Mailing Address and ZIP Code of Loan Source		Original Amount of Loan	Cumulative Payments To Date	Balance Outstanding at Close of This Period	
Sions First National Bank 1420 South 300 West Salt Lake City, UT 84115 Election: <input type="checkbox"/> Primary <input type="checkbox"/> General <input checked="" type="checkbox"/> Other (specify): <u>Convention</u>		2000.00	-0-	2000.00	
Terms: Date Incurred <u>7/14/92</u> Date Due <u>1/15/93</u> Interest Rate <u>7.000</u> % (apr) <input type="checkbox"/> Secured					
List All Endorsers or Guarantors (if any) to Item A					
1. Full Name, Mailing Address and ZIP Code		Name of Employer			
Olene S. Walker 870 Hilltop Rd. Salt Lake City, UT 84103		Candidate Occupation			
		Amount Guaranteed Outstanding \$ 2000.00			
2. Full Name, Mailing Address and ZIP Code		Name of Employer			
J. Myron Walker 870 Hilltop Rd. Salt Lake City, UT 84103		Country Crisp Food Occupation President			
		Amount Guaranteed Outstanding \$ 2000.00			
3. Full Name, Mailing Address and ZIP Code		Name of Employer			
		Occupation			
		Amount Guaranteed Outstanding \$			
SUBTOTALS This Period This Page (optional)				4000.00	
TOTALS This Period (next page in this file only)					

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EXHIBIT F



FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

RQ-3

February 25, 1993

Nena Walker Slighting, Treasurer  
Committee to Elect Olene S. Walker  
for Congress  
870 Hilltop Road  
Salt Lake City, UT 84103

*NO RESPONSE  
NECESSARY PER JM  
4/4/93  
RECEIVED LETTER*

Identification Number: C00261875

Reference: October Quarterly Report (7/1/92-9/30/92)

Dear Ms. Slighting:

This letter is to inform you that as of February 24, 1993, the Commission has not received your response to our request for additional information, dated February 2, 1993. That notice requested information essential to full public disclosure of your federal election financial activity and to ensure compliance with provisions of the Federal Election Campaign Act (the Act). A copy of our original request is enclosed.

If no response is received within fifteen (15) days from the date of this notice, the Commission may choose to initiate audit or legal enforcement action.

If you should have any questions related to this matter, please contact Jack MacDonald on our toll-free number (800) 424-9530 or our local number (202) 219-3580.

Sincerely,

John D. Gibson  
Assistant Staff Director  
Reports Analysis Division

Enclosure

93050962012

BEFORE THE FEDERAL ELECTION COMMISSION

RECEIVED  
F.E.C.  
SECRETARIAT

93 OCT 12 AM 9:19

In the Matter of )  
 )  
The Committee to Elect )  
Olene S. Walker For Congress, and ) MUR 3794  
Nena Walker Slighting, as treasurer, )  
and )  
J. Myron Walker )

**SENSITIVE**

GENERAL COUNSEL'S REPORT

I. BACKGROUND

On June 30, 1993, the Commission found reason to believe that the Committee to Elect Olene S. Walker For Congress, and Nena Walker Slighting, as treasurer, violated 2 U.S.C. § 441a(f).<sup>1</sup> On the same date, the Commission also found reason to believe that J. Myron Walker, the candidate's spouse, violated 2 U.S.C. § 441a(a)(1)(A). The basis for these findings was the Committee's acceptance of ten (10) bank loans through a line of credit for which J. Myron Walker acted as guarantor. These loans totaled \$50,000. The loans were considered excessive by the Commission because the Act limits the aggregate amount an individual may contribute to a federal candidate, with respect to any election, to \$1,000 and includes guarantees of loans in the definition of contribution. See 2 U.S.C. § 441a(a)(1)(A); 11 C.F.R. § 100.7(a)(1)(i)(C).

In response to the Commission's reason to believe finding, respondents submitted affidavits and financial statements that indicate that the loans were guaranteed by the candidate's spouse

1. Olene S. Walker was a candidate for the U.S. House of Representatives from Utah's 2nd Congressional District in the 1992 election cycle. Ms. Walker's principal campaign committee was the Committee to Elect Olene S. Walker for Congress with Nena Walker Slighting, as treasurer.

93030962013

only because they were based upon a financial statement including jointly held assets, the candidate's share of which greatly exceeded the amount of the loan. The affidavits also state that the loans have been fully repaid. Respondents have requested that, based on this information, the Commission take no further action.

II. ANALYSIS

The Federal Election Campaign Act of 1971, as amended ("the Act"), limits the amount an individual can contribute to a candidate or an authorized political committee, with respect to any election for federal office, to an aggregate amount of \$1,000. 2 U.S.C. § 441a(a)(1)(A). The Act further prohibits a candidate or political committee from knowingly accepting any contribution or making any expenditure in violation of the statutory provisions. 2 U.S.C. § 441a(f).

The Act defines "contribution" to include loans made to the political committee, except that a loan made in accordance with applicable law and in the ordinary course of business by a State or federally chartered or insured bank shall not be considered a contribution from such bank. 2 U.S.C. §§ 431(8)(A)(i) and 431(8)(B)(vii). That loan shall be considered a loan by each endorser or guarantor. 2 U.S.C. § 431(8)(B)(vii)(I).

Commission regulations include a guarantee, endorsement, and any other form of security in the term "loan." Further, loans may not exceed the contribution limitations of Section 442a and those that do are unlawful, even if they are repaid. A loan is a contribution when it is made and remains such to the extent that it remains unpaid. To the extent that it is repaid, a loan is no

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longer a contribution. In addition, a loan is a contribution made by each endorser or guarantor of such loan, according to the portion of the total amount for which the endorser or guarantor is liable in a written agreement. Any repayment proportionately reduces the amount guaranteed or endorsed. 11 C.F.R. § 100.7(a)(1)(i).

However, 11 C.F.R. § 100.7(a)(1)(i)(D) provides that an endorsement or guarantee of a loan is not a contribution where a spouse cosigns a loan collateralized by jointly held assets, so long as the candidate's share in the collateral equals or exceeds the amount of the loan. See also Advisory Opinion 1991-10 (candidate may use his portion of jointly held investment account although spousal signature required for withdrawal).

In response to the Commission's reason to believe findings, respondents acknowledge that no specific collateral was actually pledged to secure the loan in question. The documentation produced demonstrates, however, that it was the bank's policy to require that even unsecured loans based on joint financial statements be guaranteed by each spouse. See Affidavit of Frederick David Kammerman. Respondents argue that the jointly held assets were effectively, albeit not technically, pledged as collateral for the loan and thus the transaction falls within the parameters of 11 C.F.R. § 100.7(a)(1)(i)(D). In cases where respondents produced evidence that the bank looked at specific assets or property as the basis for the loan, the Commission has applied this spousal exemption. See MURs 2139 and 2655.

Respondents further note that nearly all of the assets listed in the couple's financial statement were jointly owned and

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that Ms. Walker's share of those combined assets greatly exceeded the amount of the loan, which has been repaid.

Given the bank's practice to require spouses to guarantee all unsecured loans which are based on joint financial statements and in light of the fact that the candidate's interest in the jointly owned assets were far in excess of the amount of the loan in issue, this Office recommends that the Commission take no further action against J. Myron Walker, the Committee to Elect Olene S. Walker and Nena Walker Slighting, as treasurer.

III. RECOMMENDATIONS

1. Take no further action against J. Myron Walker, the Committee to Elect Olene S. Walker and Nena Walker Slighting, as treasurer.
2. Close the file.
3. Approve the appropriate letters.

Lawrence M. Noble  
General Counsel

10-8-93  
Date

BY:   
Lois G. Lerner  
Associate General Counsel

Attachments:  
Respondents' Response

Staff assigned: Andrea Low

93030962016

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of )  
 )  
 The Committee to Elect Olene S. ) MUR 3794  
 Walker For Congress and Nena )  
 Walker Slighting, as treasurer; )  
 J. Myron Walker. )

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on October 15, 1993, the Commission decided by a vote of 5-0 to take the following actions in MUR 3794:

1. Take no further action against J. Myron Walker, the Committee to Elect Olene S. Walker and Nena Walker Slighting, as treasurer.
2. Close the file.
3. Approve the appropriate letters, as recommended in the General Counsel's Report dated October 8, 1993.

Commissioners Aikens, Elliott, McGarry, Potter, and Thomas voted affirmatively for the decision; Commissioner McDonald did not cast a vote.

Attest:

10-15-93  
Date

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

Received in the Secretariat: Tues., Oct. 12, 1993 9:19 a.m.  
 Circulated to the Commission: Tues., Oct. 12, 1993 11:00 a.m.  
 Deadline for vote: Fri., Oct. 15, 1993 4:00 p.m.

bjr

93080962017



FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

OCTOBER 18, 1993

H. Dickson Burton  
Woodbury & Kesler  
265 East 100 South, Suite 300  
P.O. Box 3358  
Salt Lake City, UT 84110

RE: MUR 3794  
Committee to Elect Olene S. Walker for  
Congress and Nena Walker Slighting, as  
treasurer; and  
J. Myron Walker

Dear Mr. Burton:

On July 9, 1993, your clients, the Committee to Elect Olene S. Walker for Congress and Nena Walker Slighting, as treasurer, and J. Myron Walker, were notified that the Federal Election Commission found reason to believe that they violated 2 U.S.C. § 441a(f) and 2 U.S.C. § 441a(a)(1)(A). On August 17, 1993, you submitted a response to the Commission's reason to believe findings. After considering the circumstances of the matter, the Commission determined on October 15, 1993, to take no further action against J. Myron Walker, the Committee to Elect Olene S. Walker for Congress and Nena Walker Slighting, as treasurer, and closed the file 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.

If you have any questions, please contact me at (202) 219-3400.

Sincerely,

*Andrea Tuck Yung Low*

Andrea Tuck Yung Low  
Attorney

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FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

THIS IS THE END OF MUR # 3794

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