



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

THIS IS THE END OF MUR # 2008

Date Filmed 8/14/85 Camera No. --- 2

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MUR 2

FEDERAL ELECTION COMMISSION

Inter-office Communications

Report, Comment Sheets

The above-described material was removed from this file pursuant to the following exemption provided in the Freedom of Information Act; 5 U.S.C. Section 552(b):

- | | |
|--|---|
| ☐ (1) Classified Information | ☐ (6) Personal privacy |
| ☒ (2) Internal rules and practices | ☐ (7) Investigatory files |
| ☐ (3) Exempted by other statute | ☐ (8) Banking Information |
| ☐ (4) Trade secrets and commercial or financial information | ☐ (9) Well Information (geographic or geophysical) |
| ☒ (5) Internal Documents | |

Signed

Charles W. Wright

date

8/1/85

SLJ

MUR 2008

FEDERAL ELECTION COMMISSION

Routing Slips, Inter-office Communications

12 day report, Comment Sheets

The above-described material was removed from this file pursuant to the following exemption provided in the Freedom of Information Act; 5 U.S.C. Section 552(b):

☐ (1) Classified Information

☐ (6) Personal privacy

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☐ (9) Well Information (geographic or geophysical)

☒ (5) Internal Documents

Signed

Charles W. Wright

date

8/1/85

FEC 9-21-77

85040543184

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

Edgar for Congress Committee and
Walter Pierzchala, as treasurer
Bob Edgar
Ella (Skip) Powers

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)
)
)
)

MUR 2008

CERTIFICATION

I, Marjorie W. Emmons, recording secretary for the Federal Election Commission executive session of July 9, 1985, do hereby certify that the Commission decided by a vote of 5-1 to take the following actions in MUR 2008:

1. Find no reason to believe that the Edgar for Congress Committee and Walter Pierzchala, as treasurer, violated 2 U.S.C. §§ 434 and 441a(f).
2. Find no reason to believe that Congressman Bob Edgar violated 2 U.S.C. § 441a(f).
3. Find no reason to believe that Mrs. Ella (Skip) Powers violated 2 U.S.C. § 441a(a).
4. Approve and send the letters attached to the General Counsel's report dated June 25, 1985.
5. CLOSE THE FILE.

Commissioners Elliott, Harris, McDonald, McGarry, and Reiche voted affirmatively for the decision; Commissioner Aikens dissented.

Attest:

7-11-85

Date

Marjorie W. Emmons

Marjorie W. Emmons
Secretary of the Commission

85040543185



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

July 22, 1985

Charles P. Sexton, Jr.
421 North State Road
Springfield, Pennsylvania 19023

RE: MUR 2008

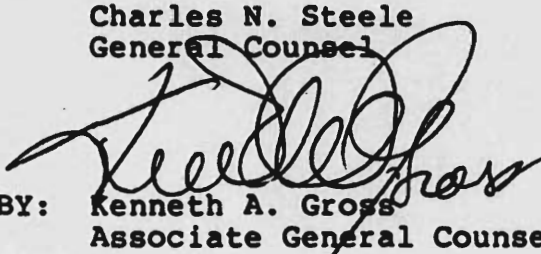
Dear Mr. Sexton:

The Federal Election Commission has reviewed the allegations of your complaint dated May 9, 1985, and determined on July 9, 1985, that on the basis of the information provided in your complaint and information provided by the Respondents, there is no reason to believe that a violation of the Federal Election Campaign Act of 1971, as amended ("the Act") has been committed. Accordingly, the Commission has decided to close the file in this matter. The Federal Election Campaign Act allows a complainant to seek judicial review of the Commission's dismissal of this action. See 2 U.S.C. § 437g(a)(8).

Should additional information come to your attention which you believe establishes a violation of the Act, you may file a complaint pursuant to the requirements set forth in 2 U.S.C. § 437g(a)(1) and 11 C.F.R. § 111.4.

Sincerely,

Charles N. Steele
General Counsel

BY: 
Kenneth A. Gross
Associate General Counsel

Enclosure
General Counsel's Report

85040543186



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

July 22, 1985

John M. Gallagher, Jr., Esquire
Richard, Disanti, Hamilton,
Gallagher and Paul
110 West Front Street
Media, Pennsylvania 19063

RE: MUR 2008
Congressman Bob Edgar; the Edgar
for Congress Committee and
Walter Pierzchala, as treasurer
Mrs. Ella (Skip) Powers

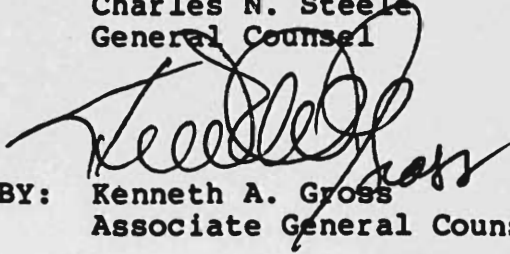
Dear Mr. Gallagher:

On May 20, 1985, the Commission notified your clients of a complaint alleging violations of certain sections of the Federal Election Campaign Act of 1971, as amended.

The Commission, on July 9, 1985, determined that on the basis of the information in the complaint, and information provided by your clients, there is no reason to believe that a violation of any statute within its jurisdiction has been committed. Accordingly, the Commission closed its file in this matter. This matter will become a part of the public record within 30 days.

Sincerely,

Charles N. Steele
General Counsel


BY: Kenneth A. Gross
Associate General Counsel

Enclosure
General Counsel's Report

85040543187



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

July 22, 1985

Joseph W. Dorsey
400 MacDade Boulevard
Collingdale, Pennsylvania 19023

RE: MUR 2008

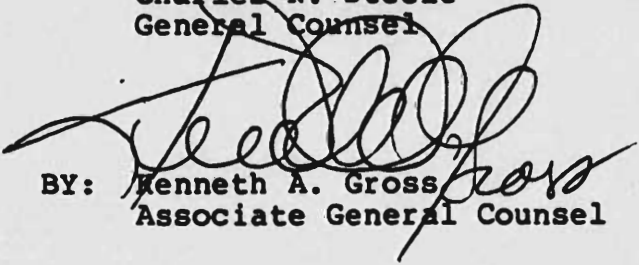
Dear Mr. Dorsey:

The Federal Election Commission has reviewed the allegations of your complaint dated May 9, 1985, and determined on July 9, 1985, that on the basis of the information provided in your complaint and information provided by the Respondents, there is no reason to believe that a violation of the Federal Election Campaign Act of 1971, as amended ("the Act") has been committed. Accordingly, the Commission has decided to close the file in this matter. The Federal Election Campaign Act allows a complainant to seek judicial review of the Commission's dismissal of this action. See 2 U.S.C. § 437g(a)(8).

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Sincerely,

Charles N. Steele
General Counsel

BY: 
Associate General Counsel

Enclosure
General Counsel's Report

85040543188



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

John M. Gallagher, Jr., Esquire
Richard, Disanti, Hamilton,
Gallagher and Paul
110 West Front Street
Media, Pennsylvania 19063

RE: MUR 2008
Congressman Bob Edgar; the Edgar
for Congress Committee and
Walter Pierzchala, as treasurer
Mrs. Ella (Skip) Powers

Dear Mr. Gallagher:

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The Commission, on , 1985, determined that on the basis of the information in the complaint, and information provided by your clients, there is no reason to believe that a violation of any statute within its jurisdiction has been committed. Accordingly, the Commission closed its file in this matter. This matter will become a part of the public record within 30 days.

Sincerely,

Charles N. Steele
General Counsel

BY: Kenneth A. Gross
Associate General Counsel

Enclosure
General Counsel's Report

CWJ

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FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

Joseph W. Dorsey
400 MacDade Boulevard
Collingdale, Pennsylvania 19023

RE: MUR 2008

Dear Mr. Dorsey:

The Federal Election Commission has reviewed the allegations of your complaint dated May 9, 1985, and determined on 1985, that on the basis of the information provided in your complaint and information provided by the Respondents, there is no reason to believe that a violation of the Federal Election Campaign Act of 1971, as amended ("the Act") has been committed. Accordingly, the Commission has decided to close the file in this matter. The Federal Election Campaign Act allows a complainant to seek judicial review of the Commission's dismissal of this action. See 2 U.S.C. § 437g(a)(8).

Should additional information come to your attention which you believe establishes a violation of the Act, you may file a complaint pursuant to the requirements set forth in 2 U.S.C. § 437g(a)(1) and 11 C.F.R. § 111.4.

Sincerely,

Charles N. Steele
General Counsel

BY: Kenneth A. Gross
Associate General Counsel

Enclosure
General Counsel's Report

CWG

85040543190



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

Charles P. Sexton, Jr.
421 North State Road
Springfield, Pennsylvania 19023

RE: MUR 2008

Dear Mr. Sexton:

The Federal Election Commission has reviewed the allegations of your complaint dated May 9, 1985, and determined on 1985, that on the basis of the information provided in your complaint and information provided by the Respondents, there is no reason to believe that a violation of the Federal Election Campaign Act of 1971, as amended ("the Act") has been committed. Accordingly, the Commission has decided to close the file in this matter. The Federal Election Campaign Act allows a complainant to seek judicial review of the Commission's dismissal of this action. See 2 U.S.C. § 437g(a)(8).

Should additional information come to your attention which you believe establishes a violation of the Act, you may file a complaint pursuant to the requirements set forth in 2 U.S.C. § 437g(a)(1) and 11 C.F.R. § 111.4.

Sincerely,

Charles N. Steele
General Counsel

BY: Kenneth A. Gross
Associate General Counsel

Enclosure
General Counsel's Report

CAG

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FEDERAL ELECTION COMMISSION
WASHINGTON DC 20463

MEMORANDUM

TO: Office of the Commission Secretary
FROM: Office of General Counsel *EC*
DATE: June 27, 1985
SUBJECT: MUR 2008 - First General Counsel's Report

The attached is submitted as an Agenda document
for the Commission Meeting of _____

Open Session _____

Closed Session _____

CIRCULATIONS

48 Hour Tally Vote ☒
Sensitive ☒
Non-Sensitive ☐

24 Hour No Objection ☐
Sensitive ☐
Non-Sensitive ☐

Information ☐
Sensitive ☐
Non-Sensitive ☐

Other ☐

DISTRIBUTION

Compliance ☒
Audit Matters ☐

Litigation ☐
Closed MUR Letters ☐

Status Sheets ☐
Advisory Opinions ☐

Other (see distribution
below) ☐

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RECEIVED
OFFICE OF THE FEC
COMMISSION SECRETARY

FEDERAL ELECTION COMMISSION
1325 K Street, N.W.
Washington, D.C. 20463

05 JUN 27 All: 17

DATE AND TIME OF TRANSMITTAL BY
OGC TO THE COMMISSION _____

MUR NO. 2008
DATE COMPLAINT RECEIVED
May 17, 1985
DATE OF NOTIFICATION TO
RESPONDENTS May 20, 1985
STAFF MEMBER
Charles Snyder

COMPLAINANTS' NAMES: Joseph W. Dorsey
Charles P. Sexton, Jr.

SENSITIVE

RESPONDENTS' NAMES: Edgar for Congress Committee and
Walter Pierzchala, as treasurer
Bob Edgar
Ella (Skip) Powers

RELEVANT STATUTES: 2 U.S.C. §§ 434, 441a(a), 441a(f),
431(8)(A)(i)
11 C.F.R. § 110.10(b)
AO 1978-40, AO 1976-70

INTERNAL REPORTS
CHECKED:

Reports of the Edgar for Congress Committee
and the Edgar Alliance

FEDERAL AGENCIES
CHECKED:

None

SUMMARY OF ALLEGATIONS

Joseph W. Dorsey and Charles P. Sexton filed the complaint in this case on May 17, 1985, alleging that Congressman Bob Edgar rents an apartment at 124 N. Norwinden Drive, Springfield, Pennsylvania (his legal residence in his Congressional district) from his aide, Mrs. Ella (Skip) Powers, at a cost of \$200 to \$350 less than the market value of the property. Complainants based this allegation on a report that Congressman Edgar told the Philadelphia Inquirer during the 1984 election that he paid \$250 per month for the apartment. Complainants have submitted a

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letter from real estate appraiser Samuel J. Pace stating that the property at 124 N. Norwinden Drive had a monthly rental value of \$450 to \$600.

Complainants argue, therefore, Mrs. Powers' renting the apartment to Congressman Edgar for an amount below the fair market value constitutes an in-kind contribution to the Congressman and to his authorized campaign committee, the Edgar for Congress Committee. Since neither the Congressman nor his authorized committee reported this alleged contribution to the Federal Election Commission, complainants assert that they violated the reporting requirement of 2 U.S.C. § 434. In addition, the allegations raise a question whether Mrs. Powers made, and Congressman Edgar or his authorized committee and its treasurer accepted, excessive contributions in violation of 2 U.S.C. § 441a. A savings of \$200 to \$350 per month would exceed the \$1,000 annual limit on individual contributions within a very few months.

FACTUAL AND LEGAL ANALYSIS

The Federal Election Campaign Act defines the term "contribution" to include:

(i) 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; or

(ii) the payment by any person of compensation for the personal service of another person which are rendered to a political committee without charge for any purpose.

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2 U.S.C. § 431(8)(A). In addition, 2 U.S.C. § 434 requires that a political committee report all of its contributions. Furthermore, 2 U.S.C. § 441(a)(1)(A) limits the contributions a person may make to a candidate and his authorized committee to \$1000 per election. Finally, 2 U.S.C. § 441(a)f prohibits a candidate and his committee from knowingly accepting contributions over the limits of § 441a. The issues presented by the present complaint are whether Mrs. Powers' renting the apartment in question to Congressman Edgar for \$250 per month constitutes a contribution which should have been reported by the committee and whether such contribution was excessive.

A review of the statutory definition of contribution suggests that the rental of an apartment below its fair market value may be classified under the heading of a "gift . . . or anything of value." The threshold question in this case must be, accordingly, whether Mrs. Powers' renting the apartment for \$250 constituted something of value to Congressman Edgar. Even assuming, as complainants allege, that the house had a rental value of \$450 to \$600, it does not necessarily follow that the lease agreement between respondents Edgar and Powers amounted to Mrs. Powers making a contribution.

Respondents replied to the complaint on May 30, 1985.* In their response, Respondents point out that Congressman Edgar's

* Respondents requested in their answer that the Commission order complainants to pay respondents' attorney's fees and the costs of this action. Since the Federal Election Campaign Act does not provide for such an order this Report makes no recommendation on that point.

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tenancy is limited to the first floor of the house, while Mrs. Powers reserves control over the basement and the second floor. Mrs. Powers uses the retained portions of the house for storage of her personal property while she is residing in the Washington, D.C. area. Thus, it would appear that \$250 is fair rental value for a portion of a house whose total rental value would be \$450 to \$600. Consequently, it does not appear that Mrs. Powers has given anything of value to Congressman Edgar.

In addition, Mrs. Powers derives a benefit from renting to Congressman Edgar that bears on any estimation of the fair market value of the property. Her residence in the Washington area derives from her employment as a Congressional aide, a position of uncertain duration, and she therefore wishes to retain ownership of the home in Pennsylvania. Renting the house to a full-time resident would probably result in a more rapid deterioration of the value of the property than leasing to a part-time resident like the Congressman, who spends a large part of the year in Washington. In this manner, Mrs. Powers can derive income from the property while at the same time avoiding the costs that would accrue from intensive use of the house and maintaining control over the majority of the house.

Based on the foregoing considerations, the Office of the General Counsel concludes that the rental of the property in question to Congressman Edgar appears to be at the fair market rate. Given this factual setting, it does not appear that Mrs.

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Powers made a contribution to the Congressman or his committee. Consequently, the committee was not required to report a contribution from Mrs. Powers pursuant to 2 U.S.C. § 434.

RECOMMENDATIONS

1. Find no reason to believe that the Edgar for Congress Committee and Walter Pierzchala, as treasurer, violated 2 U.S.C. §§ 434 and 441a(f).
2. Find no reason to believe that Congressman Bob Edgar violated 2 U.S.C. § 441a(f).
3. Find no reason to believe that Mrs. Ella (Skip) Powers violated 2 U.S.C. § 441a(a).
4. Approve and send the attached letters.
5. Close the file.

Charles N. Steele
General Counsel

Date

BY:


Kenneth A. Gross
Associate General Counsel

Attachments

1. Response
2. Proposed letters (3)

85040543197

attachment 1

Snyder

LAW OFFICES
RICHARD, DISANTI, HAMILTON, GALLAGHER & PAUL
A PROFESSIONAL CORPORATION

HOWARD RICHARD
ALEXANDER A. DISANTI
THOMAS P. HAMILTON, JR.
JOHN M. GALLAGHER, JR.
MICHAEL A. PAUL*
LYN B. SCHOENFELD**
LEONARD V. TENAGLIA
SUE ANN UNGER

PARALEGAL ASSOCIATES
RUTH DEVLIN
JAN BUCKLEY
CATHERINE T. SLOWIK

*PA & DEL. BAR
**LL M. IN TAXATION

110 WEST FRONT STREET
MEDIA, PENNSYLVANIA 19063

(215) 565-4600

REPLY TO P. O. BOX 900
MEDIA, PENNSYLVANIA 19063

RECEIVED
OFFICE OF
GENERAL COUNSEL
MAY 31 11:00

May 31, 1985

Mr. Charles Snyder
Federal Election Commission
Washington, D.C. 20463

HAND DELIVERED

Re: In the Matter of: JOSEPH W. DORSEY
and CHARLES P. SEXTON, JR. v. ROBERT
EDGAR, an individual, and EDGAR FOR
CONGRESS COMMITTEE, a Political
Committee

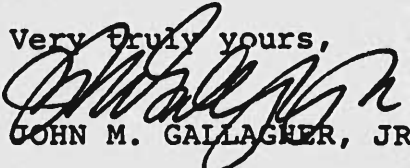
Federal Election Commission
Docket No. MUR 2008

Dear Mr. Snyder:

I am the attorney for the above Respondents, Congressman Robert W. Edgar (7th-PA) and the Edgar for Congress Committee. I have enclosed herewith for filing with the Federal Election Commission the original copy of the Response to Complaint.

We would very much appreciate an expedited handling of this Complaint, if possible. In my opinion, a five-minute reading of the Complaint alone will satisfy any examiner that the Federal Election Commission has no jurisdiction in this matter, because the Complaint fails to implicate the Edgar for Congress Committee in the transaction described in the Complaint.

Very truly yours,


JOHN M. GALLAGHER, JR.

JMG/mtf
Encl.

85040543198

BEFORE THE FEDERAL ELECTION COMMISSION
OF THE UNITED STATES OF AMERICA

IN THE MATTER OF:
JOSEPH W. DORSEY, and
CHARLES P. SEXTON, JR.

: MUR 2008

vs.

ROBERT EDGAR, an individual,
and EDGAR FOR CONGRESS
COMMITTEE, a Political
Committee

:
:
:
:
:
:
:
:
:
:

RESPONSE TO COMPLAINT

Congressman Robert W. Edgar, of the 7th Congressional District of the Commonwealth of Pennsylvania, and Walter Pierzchala, Treasurer of the Edgar for Congress Committee, 212 West Front Street, Media, Pennsylvania 19063, hereby respond to the Complaint filed as of the above number by Joseph W. Dorsey and Charles P. Sexton, Jr. The Paragraphs of this Response correspond to the similarly numbered paragraphs of the Complaint.

I. Facts:

1.01. The allegations contained in this paragraph are unknown to Respondents because the means of proof thereof are exclusively in the control of one of the Complainants, Charles P. Sexton, Jr., the political patron of one James Scanlan, the

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Auditor of Springfield Township. For the purpose of this Response only, the allegations of the paragraph will be assumed to be true, although Respondents do not waive their right to require strict proof of the allegations, if it is later determined that they are relevant and material.

1.02. Admitted.

1.03. Admitted.

1.04. It is admitted that the Auditor requested cancelled checks of Congressman Robert W. Edgar at the time the alleged tax delinquency was announced. It is denied that the purpose of the Auditor's demand for cancelled checks was to determine the amount of tax that had been lost, and to verify that 124 N. Norwinden Drive was Congressman Edgar's residence. The amount of tax that had been "lost" amounted to \$8.00 per year, or a total of \$9.60 at the time the Auditor made his announcement. Congressman Edgar's Lessor, Mrs. Ella Powers, had failed to pay this tax only because she did not know of the duty to pay the tax, never having rented her house before. Respondents believe, and therefore aver, that the true purpose of the Auditor's announcement and demand for cancelled checks was to publicly embarrass and harass Congressman Edgar, whose

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re-election to the seat from the 7th Congressional District of Pennsylvania was to take place in ten days. Respondents believe and therefore aver that the Auditor made his demand of Congressman Edgar ten days before the election at the request of the Complainants in this Complaint, Joseph W. Dorsey, the chairman of the campaign committee of Congressman Edgar's Republican opponent, and Charles P. Sexton, Jr., the Chairman of the Republican Party in Springfield Township, the place of Congressman Edgar's then residence, and the political patron of the Springfield Township Auditor.

1.05. Admitted.

1.06. Admitted. By way of further response, however, Congressman Edgar rents only the first floor of 124 N. Norwinden Drive, Springfield, the fair market value of which does not exceed \$250.00 per month. The lessor of the property, Mrs. Ella Powers, has reserved to herself in the lease between herself and Congressman Edgar the right to use and occupy the basement and second floor of the property for storage of her furniture and other household goods, and Congressman Edgar's tenancy is limited to the first floor. Additionally, Congressman Edgar's use of the property is much less intensive than the use to which the property would be put by a typical residential tenant,

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because Congressman Edgar's duties and occupation as a member of the United States Congress requires him to spend more time in Washington, D.C., and residing in his residence at Annandale, Virginia, than he spends at his home in Springfield, Pennsylvania. Mrs. Powers regards her current residency in the Washington area, which began in January, 1975, as temporary, and has always intended to return permanently to her residence at 124 N. Norwinden Drive. During the first eight years of her residency in Washington, Mrs. Powers did not rent the Norwinden Drive residence at all, because she did not want it subjected to the wear and tear of tenants. She agreed to rent a portion of her home to Congressman Edgar only because she knew that his use of it would be less intensive than normal tenants, because his duties require his presence in the Washington area more often than not, and because the Norwinden Drive property would only rarely be used by the other members of his family.

1.07. Denied. On the contrary, the transaction between Mrs. Powers and Congressman Edgar was entered into at arms-length; a fair rental is being paid by Congressman Edgar for the property; and Mrs. Powers has not unfairly subsidized the rent paid for Congressman Edgar.

1.08. Denied. See answers to Paragraphs 1.06 and 1.07,

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above, which are here incorporated by reference. In addition, the Edgar for Congress Committee does not pay Congressman Edgar's rent or living expenses, and has nothing to do with the transaction between Mrs. Powers and Congressman Edgar.

1.09. It is admitted that there has never been any production of records, lease, cancelled checks or receipts for payment of rent by Congressman Edgar in response to public requests by Mr. Dorsey and Mr. Sexton. By way of further answer, Mr. Dorsey and Mr. Sexton have no authority to make such requests or compel such production. By way of further response, attached hereto is a true and correct copy of the Lease Agreement entered into between Congressman Edgar and Mrs. Powers on August 1, 1983 for the property at 124 N. Norwinden Drive. In or about July, 1984, the parties agreed that the monthly rent would be increased from \$225.00 to \$250.00. By way of further answer, in 1984 Congressman Edgar furnished to Mr. Stuart Rose, the Editor of the Delaware County Daily Times (the newspaper then reporting on this story), copies of his cancelled checks to Mrs. Powers, and authorized Mr. Rose to inspect the checks for any suspected irregularities.

1.10. Admitted. By way of further answer, there was never any such in-kind contribution made to Robert Edgar or the Edgar for Congress Committee.

1.11. Denied.

1.12. It is admitted that Congressman Edgar continued to reside at 124 N. Norwinden Drive through February, 1985, but is denied he paid rent below the fair market value.

II. Violations:

2.01. It is denied that the Edgar for Congress Committee is violating 2 U.S.C. §434(a)(1). On the contrary, all reports of the Edgar for Congress Committee have been filed as required by law.

2.02. It is denied that the Edgar for Congress Committee is in violation and has violated 2 U.S.C. §434(b)(2). On the contrary, the Committee has reported all receipts, including contributions from persons other than political committees.

2.03. Denied. See Paragraph 1.06 and 1.07, above, which are here incorporated by reference.

2.04. It is denied that the Edgar for Congress

Committee violated 2 U.S.C. §434(b)(3). On the contrary, each report of the Committee has set forth the identities of all persons whose aggregate contributions have exceeded \$200.00 within the calendar year.

2.05. It is denied that the Edgar for Congress Committee has violated 2 U.S.C. §434(b)(4). On the contrary, the Committee has reported all expenditures made to meet candidate or Committee operating expenses. By way of further answer, the Committee has never paid Congressman Edgar's rent or other personal expenses.

2.06. It is denied that the Edgar for Congress Committee has violated 2 U.S.C. §434(b)(5)(A). On the contrary, the Committee has reported all expenditures to persons in an aggregate amount in excess of \$200.00 within the calendar year as required by law.

2.07. It is admitted that the Edgar for Congress Committee has not made payment, nor reported payments for the rental of the said property, nor is it required to make payment, or report payments where none have been made. It is denied that Congressman Edgar has not made payment of rent for the said property. On the contrary, Congressman Edgar paid a fair rental

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of \$250.00 per month.

DISCUSSION

It should be apparent on the face of the Complaint that the allegations of the Complaint, even if they were true, are petty and frivolous, and brought before this Commission in bad faith. The fact that the total amount of rent tax due to the Springfield Township Auditor when he held his press conference to denounce Congressman Edgar for rent tax payment delinquency was only \$9.60, should be some indication of the true purpose of Township Auditor and his political boss, the Complainant herein, Mr. Charles Sexton. The other Complainant, Mr. Joseph Dorsey, was the Chairman of the unsuccessful political campaign to unseat Congressman Edgar in 1984.

Even if all of the allegations of the Complaint are admitted, without any explanation whatever, the Complaint would amount to nothing more than an assertion that Congressman Edgar's aide, Mrs. Ella Powers, had rented her house to him for a low rent. The benefit of a low rent, however, would not constitute a contribution to the Edgar for Congress Committee, but rather, to Congressman Edgar, and nothing in the law prohibits such a transaction. Congressman Edgar's Campaign Committee has never paid for his living expenses or rent. In

fact, the Edgar for Congress Committee has absolutely nothing to do with the allegations of fact contained in the Complaint. The Complainants have simply described the transaction between Mrs. Powers and Congressman Edgar, and then have concluded, out of thin air, that the Edgar for Congress Committee must have played some kind of a role in it.

In fact, however, the transaction between Mrs. Powers and Congressman Edgar was at arms length, and the rent paid by Congressman Edgar was fair. As can be seen from the copy of the original Lease between Congressman Edgar and Mrs. Powers, Congressman Edgar's tenancy extends only to the first floor of the house. Mrs. Powers retains control of the second floor and the basement, which she uses for storage of her furniture. Furthermore, because Congressman Edgar, like all Congressmen who attend faithfully to their duties in the Congress, spends more days per week in Washington, and residing at his residence in the Washington area, than he does in Pennsylvania, residing at his residence at 124 N. Norwinden Drive, his use of the rented premises is much less intense than the use to which a typical tenant would put the property. Mrs. Powers intends to return eventually to reside permanently at her property on N. Norwinden Drive, and for that reason did not want to rent the property to a tenant whose reasonable wear and tear upon the property would

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impair its value to Mrs. Powers. Accordingly, Congressman Edgar's limited use of the property made him just the type of tenant that Mrs. Powers wanted. Mrs. Powers' duties also require her to be in the Washington, D.C. area most of the time and she in fact has an apartment in the Washington, D.C. area. By renting the first floor of her property to Congressman Edgar, she is able to get some rental income out of the the property, while retaining enough of it to store her furniture and other valuables that she could not take with her to Washington. Considering that Congressman Edgar rents only a portion of the property, it is only fair that he pay only a portion of the fair rental value of the entire property.

The real reason behind the Complainants' actions in filing this Complaint is neither to see that a proper rental tax is paid for the property, nor to see that the Federal Election Commission requirements are met. Rather, this Complaint was filed by the Complainants with the Commission in total bad faith, solely for the purpose of harrassing Congressman Edgar, whom the Complainants have failed to defeat in congressional elections six times during the past twelve years, notwithstanding the fact that Complainants' political party, the Republican Party, enjoys an overwhelming 2.5-to-1 registration advantage in Congressman Edgar's district.

III. Prayer for Relief:

3.01. Congressman Robert W. Edgar and Walter Pierzchala, Treasurer of the Edgar for Congress Committee, request the Federal Election Committee to dismiss the Complainants' Complaint, with prejudice.

3.02. Congressman Robert W. Edgar and Walter Pierzchala, Treasurer of the Edgar for Congress Committee, request the Federal Election Committee to order the Complainants to pay the Respondents' cost of responding to their frivolous Complaint, including reasonable attorney's fees.


JOHN M. GALLAGHER, JR., ESQUIRE
Attorney for Respondents

DATED: May 30, 1985

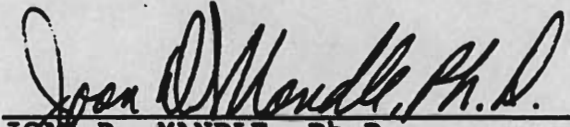
RICHARD, DiSANTI, HAMILTON,
GALLAGHER & PAUL
110 West Front Street
P.O. Box 900
Media, Pennsylvania 19063
(215) 565-4600

COMMONWEALTH OF PENNSYLVANIA

:SS

COUNTY OF DELAWARE

The undersigned, having been duly sworn according to law, deposes and says that the allegations set forth in the within Response to Complaint are true and correct to the best of her knowledge, information and belief.

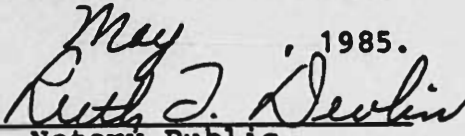

JOAN D. MANDLE, Ph.D.
Campaign Manager
EDGAR FOR CONGRESS COMMITTEE

Sworn to and subscribed

before me this 30th day

of

May, 1985.


Notary Public

Ruth F. Devlin, Notary Public
Media, Delaware County, Penna.

My Commission Expires

Jan. 29, 1989

85040543210

Lease Agreement

This Agreement, MADE THE 1st day of August

one thousand nine hundred and Eighty-Three (1983), by and between

ELLA F. POWERS

(hereinafter called Lessor), of the one part, and

ROBERT W. EDGAR and MERLE EDGAR

(hereinafter called Lessee), of the other part.

WITNESSETH THAT: Lessor does hereby demise and let unto Lessee all that certain Premises 124 North Norwinder Drive, 1st Floor, Springfield

in the County of Delaware State of Pennsylvania, to be used and occupied as A residential home and for no other purpose, for the term of 6 Months beginning the 1st day of August, one thousand nine hundred and eighty-three (1983), and ending the 31st day of January, one thousand nine hundred and eighty-four (1984), for the minimum semi-annual rental of ONE THOUSAND THREE HUNDRED AND FIFTY Dollars (\$1,350.00) lawful money of the United States of America, payable in monthly installments in advance during the said term of this lease, or any renewal hereof, in sum of TWO HUNDRED AND TWENTY-FIVE Dollars (\$225.00) on the 1st day of each month, rent to begin from the 1st day of August, 1983.

the first installment to be paid at the time of signing this lease. The first rental payment to be made during the occupancy of the premises shall be adjusted to pro-rate a partial month of occupancy, if any, at the inception of this lease.

Premises are rented as a furnished residential home. Lessee will pay all utilities and will have the utility service switched over into his own name. Lessor will maintain lawn and house and use second floor and basement for storage.

If Lessor is unable to give Lessee possession of the demised premises, as herein provided, by reason of the holding over of a previous occupant, or by reason of any cause beyond the control of the Lessor, the Lessor shall not be liable in damages to the Lessee therefor, and during the period that the Lessor is unable to give possession, all rights and remedies of both parties hereunder shall be suspended, and if Lessor is unable for any reason to give possession of the demised premises within 5 days of Lessee's demand therefor following commencement of the term hereof, Lessee shall have the option, by notice to Lessor, to cancel this lease agreement and receive return of any prepaid rents and security deposit in full and final settlement of any and all claims against Lessor.

(a) Lessee agrees to pay as rent in addition to the minimum rental herein reserved any and all sums which may become due by reason of the failure of Lessee to comply with all of the covenants of this lease and any and all damages, costs and expenses which the Lessor may suffer or incur by reason of any default of the Lessee or failure on his part to comply with the covenants of this lease, and each of them, and also any and all damages to the demised premises caused by any act or neglect of the Lessee.

(b) Lessee further agrees to pay as rent in addition to the minimum rental herein reserved all taxes assessed or imposed upon the demised premises and/or the building of which the demised premises is a part during the term of this lease, in excess of and over and above those assessed or imposed at the time of making this lease. The amount due hereunder on account of such taxes shall be apportioned for that part of the first and last calendar years covered by the term hereof. The same shall be paid by Lessee to Lessor on or before the first day of July of each and every year.

(c) Lessee further agrees to pay to Lessor as additional rent all increase or increases in fire insurance premiums upon the demised premises and/or the building of which the demised premises is a part, due to an increase in the rate of fire insurance in excess of the rate on the demised premises at the time of making this lease, if said increase is caused by any act or neglect of the Lessee or the nature of the Lessee's business.

(d) Lessee further agrees to pay as additional rent, if there is a metered water connection to the said premises, all charges for water consumed upon the demised premises in excess of the yearly minimum meter charge and all charges for repairs to the said meter or meters on the premises, whether such repairs are made necessary by ordinary wear and tear, freezing, hot water, accident or other causes, immediately when the same become due.

(e) Lessee further agrees to pay as additional rent, if there is a metered water connection to said premises, all sewer rental or charges for use of sewers, sewage system, and sewage treatment works servicing the demised premises in excess of the yearly minimum of such sewer charges, immediately when the same become due.

All rent shall be payable without prior notice or demand at the office of Lessor, 2442 Rayburn N.O.B.

or at such other place as Lessor may from time to time designate by notice in writing, Washington, DC 20515.

Lessee covenants and agrees that he will without demand

(a) Pay the rent and all other charges herein reserved as rent at the times and at the place that the same are payable, without fail; and if Lessor shall at any time or times accept said rent or rent charges after the same shall have become delinquent, such acceptance shall not excuse delay upon subsequent occasions, or constitute or be construed as a waiver of any of Lessor's rights. Lessee agrees that any charge or payment herein reserved, included, or agreed to be treated or collected as rent and/or any other charges, expenses, or costs herein agreed to be paid by Lessee may be proceeded for and recovered by Lessor by legal process in the same manner as rent due and in arrears.

(b) Keep the demised premises clean and free from all ashes, dirt and other refuse matter; replace all glass windows, doors, etc., broken; keep all waste and drain pipes open; repair all damage to plumbing and to the premises in general; keep the same in good order and repair as they are now, reasonable wear and tear and damage by accidental fire or other casualty not occurring through negligence of Lessee or those employed by or acting for Lessee alone excepted. The Lessee agrees to surrender the demised premises in the same condition in which Lessee has herein agreed to keep the same during the continuance of this lease.

(c) Comply with any requirements of any of the constituted public authorities, and with the terms of any State or Federal statute or local ordinance or regulation applicable to Lessee or his use of the demised premises, and save Lessor harmless from penalties, fines, costs or damages resulting from failure so to do.

(d) Use every reasonable precaution against fire.

(e) Comply with rules and regulations of Lessor promulgated as hereinafter provided.

(f) Peaceably deliver up and surrender possession of the demised premises to the Lessor at the expiration or sooner termination of this lease, promptly delivering to Lessor at his office all keys for the demised premises.

(g) Give to Lessor prompt written notice of any accident, fire, or damage occurring on or to the demised premises.

(h) Lessee shall be responsible for the condition of the pavement, curb, cellar doors, awnings and other erections in the pavement during the term of this lease; shall keep the pavement free from snow and ice; and shall be and hereby agrees that Lessee is solely liable for any accidents, due or alleged to be due to their defective condition, or to any accumulations of snow and ice.

(i) The Lessee agrees that if, with the permission in writing of Lessor, Lessee shall vacate or decide at any time during the term of this lease, or any renewal thereof, to vacate the herein demised premises prior to the expiration of this lease, or any renewal hereof, Lessee will not cause or allow any other agent to represent Lessee in any sub-letting or reletting of the demised premises other than an agent approved by the Lessor and that should Lessee do so, or attempt to do so, the Lessor may remove any signs that may be placed on or about the demised premises by such other agent without any liability to Lessor or to said agent, the Lessee assuming all responsibility for such action.

(j) Indemnify and save Lessor harmless from any and all loss occasioned by Lessee's breach of any of the covenants, terms and conditions of this lease, or caused by his family, guests, visitors, agents and employees.

Lessee covenants and agrees that he will do none of the following things without first obtaining the consent, in writing of Lessor, which consent Lessor shall not unreasonably withhold, and without providing Lessor with reimbursement for any expenses incurred or incidental to Lessee's proposed action.

(a) Occupy the demised premises in any other manner or for any other purpose than as above set forth.

(b) Assign, mortgage or pledge this lease or under-let or sub-lease the demised premises, or any part thereof, or permit any other person, firm or corporation to occupy the demised premises, or any part thereof; nor shall any assignee or sub-lessee assign, mortgage or pledge this lease or such sub-lease, without an additional written consent by the Lessor, and without such consent no such assignment, mortgage or pledge shall be valid. If the Lessee becomes embarrassed or insolvent, or makes an assignment for the benefit of creditors, or if a petition in bankruptcy is filed by or against the Lessee or a bill in equity or other proceeding for the appointment of a receiver for the Lessee is filed, or if the real or personal property of the Lessee shall be sold or levied upon by any Sheriff, Marshal or Constable, the same shall be a violation of this covenant.

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- (d) Alterations
Improvements
- (e) Machinery
- (f) Weights
- (g) Fire Insurance
- (h) Removal of
Goods
- (i) Vacate
Premises
- 3. Lessor's Rights
- (a) Inspection of
premises
- (b) Rules and
Regulations
- (c) Sale or Lease
Signs
Prospective
Purchasers or
Tenants
- (d) Showrooms
Facilities and
Services
- 11. Responsibility of
Lessee
- (a) Total Restora-
tion of Premises
- (b) Partial Restora-
tion of Premises
- (c) Repairs by
Lessor
- (d) Damage for
Interruption of
Use
- (e) Reversionary
Condition of
Premises
- (f) Zoning
- 12. Miscellaneous
Agreements and
Conditions
- (a) Effect of Breach
on Rent
- (b) Agency
- (c) Waiver of
Custom
- (d) Conduct of
Lessee
- (e) Failure of
Lessee to Repair
- (f) Waiver of
Subrogation
- (g) Security
Interest
- 14. Remedies of
Lessor

... or paint, place, erect or cause to be painted, placed or erected and projection or device on or in any part of the premises. Lessee shall remove any sign, projection or device painted, placed or erected, if it has been granted and restore the walls, etc., to their former condition, at or prior to the expiration of this lease. In case of the breach of this covenant (in addition to all other remedies given to Lessor in case of the breach of any conditions or covenants of this lease) Lessor shall have the privilege of removing said stand, booth, sign, show room, projection or device, and restoring said walls, etc., to their former condition, and Lessee, at Lessor's option, shall be liable to Lessor for any and all expenses as incurred by Lessor.

(f) Make any alterations, improvements, or additions to the demised premises. All alterations, improvements, additions or fixtures, whether installed before or after the execution of this lease, shall remain upon the premises at the expiration or sooner determination of this lease and become the property of Lessor, unless Lessor shall, prior to the determination of this lease, have given written notice to Lessee to remove the same, in which event Lessee will remove such alterations, improvements and additions and restore the premises to the same good order and condition in which they now are. Should Lessee fail so to do, Lessor may do so, collecting, at Lessor's option, the cost and expense thereof from Lessee as additional rent.

(g) Use or operate any machinery that, in Lessor's opinion, is harmful to the building or disturbing to other tenants occupying other parts thereof.

(f) Place any weights in any portion of the demised premises beyond the safe carrying capacity of the structure.

(g) Do or suffer to be done, any act, matter or thing objectionable to the fire insurance companies whereby the fire insurance or any other insurance now in force or hereafter to be placed on the demised premises, or any part thereof, or on the building of which the demised premises may be a part, shall become void or suspended, or whereby the same shall be rated as a more hazardous risk than at the date of execution of this lease, or employ any person or persons objectionable to the fire insurance companies or carry or have any business or explosive matter of any kind in and about the demised premises. In case of a breach of this covenant (in addition to all other remedies given to Lessor in case of the breach of any of the conditions or covenants of this lease) Lessee agrees to pay to Lessor as additional rent any and all increases or increases of premiums on insurance carried by Lessor on the demised premises, or any part thereof, or on the building of which the demised premises may be a part, caused in any way by the occupancy of Lessee.

(h) Remove, attempt to remove or manifest an intention to remove Lessee's goods or property from or out of the demised premises otherwise than in the ordinary and usual course of business, without having first paid and satisfied Lessor for all rent which may become due during the entire term of this lease.

(i) Vacate or desert said premises during the term of this lease, or permit the same to be empty and unoccupied.

Lessee covenants and agrees that Lessor shall have the right to do the following things and matters in and about the demised premises:

(e) At all reasonable times by himself or his duly authorized agents to go upon and inspect the demised premises and every part thereof, and/or at his option to make repairs, alterations and additions to the demised premises or the building of which the demised premises is a part.

(b) At any time or times and from time to time make such reasonable rules and regulations as may be necessary or desirable for the safety, care, and cleanliness of the demised premises and/or of the building of which the demised premises is a part and of real and personal property contained therein and for the preservation of good order. Such rules and regulations shall, when communicated in writing to Lessee, form a part of this lease.

(c) To display a "For Sale" sign at any time, and also, after notice from either party of intention to determine this lease, or at anytime within three months prior to the expiration of this lease, a "For Rent" sign, or both "For Rent" and "For Sale" signs; and all of said signs shall be placed upon such part of the premises as Lessor may elect and may contain such matter as Lessor shall require. Persons authorized by Lessor may inspect the premises at reasonable hours during the said periods.

(d) Lessor may discontinue at any time, any or all facilities furnished and services rendered by Lessor not expressly covenanted for herein or required to be furnished or rendered by law; it being understood that they constitute no part of the consideration for this lease.

(e) Lessee agrees to relieve and hereby relieves Lessor from all liability by reason of any injury or damage to any person or property in the demised premises, whether belonging to the Lessee or any other person caused by any fire, breakage, or leakage in any part or portion of the building of which the demised premises is a part or from water, rain or snow that may leak into, issue or flow from any part of the said premises, or of the building of which the demised premises is a part, from the drains, pipes, or plumbing work of the same, or from any place or quarter, unless such breakage, leakage, injury or damage be caused by or result from the negligence of Lessor or its servants or agents.

(b) Lessee also agrees to relieve and hereby relieves Lessor from all liability by reason of any damage or injury to any property or to Lessee or Lessee's guests, servants or employees which may arise from or be due to the use, misuse or abuse of all or any of the elevators, hatches, openings, stairways, hallways of any kind whatsoever which may exist or hereafter be erected or constructed on the said premises or the sidewalks surrounding the building of which may arise from defective construction, failure of water supply, light, power, electric wiring, plumbing or machinery, wind, lightning, storm or any other cause whatsoever on the said premises or the building of which the demised premises is a part, unless such damage, injury, use, misuse or abuse be caused by or result from the negligence of Lessor, its servants or agents.

(a) In the event the demised premises are totally destroyed or so damaged by fire or other casualty that, in the opinion of a licensed architect retained by Lessor, the same cannot be repaired and restored within ninety days from the happening of such injury this lease shall absolutely cease and terminate, and the rent shall abate for the balance of the term.

(b) If the damage be only partial and such that the premises can be restored, in the opinion of a licensed architect retained by Lessor, to approximately their former condition within ninety days from the date of the casualty loss Lessor may, at Lessor's option, restore the same with reasonable promptness, reserving the right to enter upon the demised premises for that purpose. Lessor also reserves the right to enter upon the demised premises whenever necessary to repair damage caused by fire or other casualty to the building of which the demised premises is a part, even though the effect of such entry be to render the demised premises or a part thereof untenable. In either event the rent shall be apportioned and suspended during the time Lessor is in possession, taking into account the proportion of the demised premises rendered untenable and the duration of Lessor's possession. If a dispute arises as to the amount of rent due under this clause, Lessee agrees to pay the full amount claimed by Lessor, but Lessee shall have the right to proceed by law to recover the excess payment, if any.

(c) Lessor shall make such election to repair the premises or terminate this lease by giving notice thereof to Lessee at the leased premises within thirty days from the day Lessor received notice that the demised premises had been destroyed or damaged by fire or other casualty.

(d) Except to the extent hereinbefore provided, Lessor shall not be liable for any damage, compensation, or claim by reason of the necessity of repairing any portion of the building, the interruption in the use of the premises, any inconvenience or annoyance arising as a result of such repairs or interruption, or the termination of this lease by reason of damage to or destruction of the premises.

(e) Lessor has let the demised premises in their present "as is" condition and without any representations, other than those specifically endorsed hereon by Lessor, through its officers, employees, servants and/or agents. It is understood and agreed that Lessor is under no duty to make repairs, alterations, or decorations at the inception of this lease or at any time thereafter unless such duty of Lessor shall be set forth in writing endorsed hereon.

(f) It is understood and agreed that the Lessor hereof does not warrant or undertake that the Lessee shall be able to obtain a permit under any Zoning Ordinance or Regulation for such use as Lessee intends to make of the said premises, and nothing in this lease contained shall obligate the Lessor to assist Lessee in obtaining said permit; the Lessee further agrees that in the event a permit cannot be obtained by Lessee under any Zoning Ordinance or Regulation, this lease shall not terminate without Lessor's consent, and the Lessee shall use the premises only in a manner permitted under such Zoning Ordinance or Regulation.

(g) No contract entered into or that may be subsequently entered into by Lessor with Lessee, relative to any alterations, additions, improvements or repairs, nor the failure of Lessor to make such alterations, additions, improvements or repairs as required by any such contract, nor the making by Lessor or his agents or contractors of such alterations, additions, improvements or repairs shall in any way affect the payment of the rent or said other charges at the time specified in this lease, except to the extent and in the manner hereinbefore provided.

(b) It is hereby expressly agreed and understood that the said _____ is acting as agent only and shall not in any event be held liable to the owner or to Lessee for the fulfillment or non-fulfillment of any of the terms or conditions of this lease, or for any action or proceedings that may be taken by the owner against Lessee, or by Lessee against the owner.

(c) It is hereby covenanted and agreed, any law, usage or custom to the contrary notwithstanding, that Lessor shall have the right at all times to enforce the covenants and provisions of this lease in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of the Lessor in refraining from so doing at any time or times; and, further, that the failure of Lessee at any time or times to enforce his rights under said covenants and provisions strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions and covenants of this lease or as having in any way or manner modified the same.

(d) This lease is granted upon the express condition that Lessee and/or the occupants of the premises herein leased shall not conduct themselves in a manner which is improper or objectionable, and if at any time during the term of this lease or any extension or continuation thereof Lessee or any occupier of the said premises shall have conducted himself in a manner which is improper or objectionable, Lessee shall be taken to have broken the covenants and conditions of this lease, and Lessor will be entitled to all of the rights and remedies granted and reserved herein, for the Lessee's failure to observe all of the covenants and conditions of this lease.

(e) In the event of the failure of Lessee promptly to perform the covenants of Section 8 (b) hereof, Lessor may go upon the demised premises and perform such covenants, the cost thereof, at the sole option of Lessor, to be charged to Lessee as additional and delinquent rent.

(f) Lessor and Lessee hereby agree that all insurance policies which each of them shall carry to insure the demised premises and the contents therein against casualty loss, and all liability policies which they shall carry pertaining to the use and occupancy of the demised premises shall contain waivers of the right of subrogation against Lessor and Lessee herein, their heirs, administrators, successors, and assigns.

(g) Lessee hereby grants to Lessor a security interest under the Uniform Commercial Code in all of Lessee's goods and property in, on, or about the demised premises. Said security interest shall secure unto Lessor the payment of all rent (and charges collectible or reserved as rent) hereunder which shall become due under the provisions of this lease. Lessee hereby agrees to execute, upon request of Lessor, such financing statements as may be required under the provisions of the said Uniform Commercial Code to perfect a security interest in Lessee's said goods and property.

If the Lessee

(a) Does not pay in full when due any and all installments of rent and/or any other charge or payment herein reserved, included, or agreed to be treated or collected as rent and/or any other charge, expense, or cost herein agreed to be paid by the Lessee, or

(b) Violates or fails to perform or otherwise breaks any covenant or agreement herein contained; or

(c) Vacates the demised premises or removes or attempts to remove or manifests an intention to remove any goods or property therefrom otherwise than in the ordinary and usual course of business without having first paid and satisfied the Lessor in full for all rent and other charges then due or that may thereafter become due until the expiration of the then current term, above mentioned; or

(d) Becomes embarrassed or insolvent, or makes an assignment for the benefit of creditors, or if a petition in bankruptcy is filed by or against Lessee or a complaint in equity or other proceedings for the appointment of a receiver for Lessee is filed, or if proceedings for reorganization or for composition with creditors under any State or Federal law be instituted by or against Lessee, or if the real or personal property of Lessee shall be levied upon or be sold, or if for any other reason Lessor shall, in good faith, believe that Lessee's ability to comply with the covenants of this lease, including the prompt payment of rent hereunder, is or may become impaired, thereupon:

(1) The whole balance of rent and other charges, payments, costs, and expenses herein agreed to be paid by Lessee, or any part thereof, and also all costs and officers' commissions including watchmen's wages shall be taken to be due and payable and in arrears as if by the terms and conditions of this lease and balance of rent and other charges, payment, taxes, costs and expenses were on that date payable in advance. Further

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18. Further Remedies of Lessor
19. Confession of Judgment for Money
20. Confession of Judgment for Possession of Real Property
21. Affidavit of Defect
22. Waiver by Lessee of Errors, Right of Appeal, Stay, Extension, Indemnification
23. State of Analogy of Lessor
24. Remedies Cumulative
25. Condemnation
26. Subordination
27. Termination of Lease
28. Notice
29. Lease Contains all Agreements
30. Mors and Assignments
31. Security Deposit
32. None of the above

(3) At the option of Lessor, this lease and the terms hereby created shall determine and become absolutely void without any right on the part of Lessee to restate this lease by payment of any sum due or by the performance of any condition, term, or covenant broken; whereupon, Lessor shall be entitled to recover damages for such breach in an amount equal to the amount of rent reserved for the balance of the term of this lease, less the fair rental value of the said demised premises for the remainder of the lease term.

In the event of any default as above set forth in Section 14, Lessor, or anyone acting on Lessor's behalf, at Lessor's option:

(a) May let said premises or any part or parts thereof to such person or persons as may, in Lessor's discretion, be best; and Lessee shall be liable for any loss of rent for the balance of the then current term. Any such re-entry or re-letting by Lessor under the terms hereof shall be without prejudice to Lessor's claim for actual damages, and shall under no circumstances, release Lessee from liability for such damages arising out of the breach of any of the covenants, terms, and conditions of this lease.

(b) May proceed as a secured party under the provisions of the Uniform Commercial Code against the goods in which Lessor has been granted a security interest pursuant to Section 13 (g) hereof; and

(c) May have and exercise any and all other rights and/or remedies, granted or allowed landlords by any existing or future Statute, Act of Assembly, or other law of this state in cases where a landlord seeks to enforce rights arising under a lease agreement against a tenant who has defaulted or otherwise breached the terms of such lease agreement; subject, however, to all of the rights granted or created by any such Statute, Act of Assembly, or other law of this state existing for the protection and benefit of tenants; and

(d) May have and exercise any and all other rights and remedies contained in this lease agreement, including the rights and remedies provided by Sections 16 and 17 hereof.

Lessee covenants and agrees that if the rent and/or any charges reserved in this lease as rent (including all accelerations of rent permissible under the provisions of this lease) shall remain unpaid five (5) days after the same is required to be paid, then and in that event, Lessor may cause judgment to be entered against Lessee, and for that purpose Lessor hereby authorizes and empowers Lessor or any Prothonotary, Clerk of Court or Attorney of any Court of Record to appear for and confess judgment against Lessee and agrees that Lessor may commence an action pursuant to Pennsylvania Rules of Civil Procedure No. 2950 et seq. for the recovery from Lessee of all rent hereunder (including all accelerations of rent permissible under the provisions of this lease) and/or for all charges reserved hereunder as rent, as well as for interest and costs and Attorney's commission, for which authorization to confess judgment, this lease, or a true and correct copy thereof, shall be sufficient warrant. Such judgment may be confessed against Lessee for the amount of rent in arrears (including all accelerations of rent permissible under the provisions of this lease) and/or for all charges reserved hereunder as rent, as well as for interest and costs; together with an attorney's commission of five percent (5%) of the full amount of Lessor's claim against Lessee. Neither the right to institute an action pursuant to Pennsylvania Rules of Civil Procedure No. 2950 et seq. nor the authority to confess judgment granted herein shall be exhausted by one or more exercises thereof, but successive complaints may be filed and successive judgments may be entered for the aforesaid sums five days or more after they become due as well as after the expiration of the original term and/or during or after expiration of any extension or renewal of this lease.

Lessee covenants and agrees that if this lease shall be terminated (either because of condition broken during the term of this lease or any renewal or extension thereof and/or when the term hereby created or any extension thereof shall have expired) then, and in that event, Lessor may cause a judgment in ejectment to be entered against Lessee for possession of the demised premises, and for that purpose Lessee hereby authorizes and empowers any Prothonotary, Clerk of Court or Attorney of any Court of Record to appear for Lessee and to confess judgment against Lessee in Ejectment for possession of the herein demised premises, and agrees that Lessor may commence an action pursuant to Pennsylvania Rules of Procedure No. 2970 et seq. for the entry of an order in Ejectment for the possession of real property, and Lessee further agrees that a Writ of Possession pursuant thereto may issue forthwith, for which authorization to confess judgment and for the issuance of a writ or writs of possession pursuant thereto, this lease, or a true and correct copy thereof, shall be sufficient warrant. Lessee further covenants and agrees that if for any reason whatsoever, after said action shall have commenced the action shall be terminated and the possession of the premises demised hereunder shall remain in or be restored to Lessee, Lessor shall have the right upon any subsequent default or default, or upon the termination of this lease as above set forth to commence successive actions for possession of real property and to cause the entry of successive judgments by confession in Ejectment for possession of the premises demised hereunder.

In any procedure or action to enter judgment by Confession for Money pursuant to Section 16 hereof, or to enter judgment by Confession in Ejectment for possession of real property pursuant to Section 17 hereof, if Lessor shall first cause to be filed in such action an affidavit or averment of the facts constituting the default or occurrence of the condition precedent, or event, the happening of which default, occurrence, or event authorizes and empowers Lessor to cause the entry of judgment by confession, such affidavit or averment shall be conclusive evidence of such facts, defaults, occurrences, conditions precedent, or events; and if a true copy of this lease (and of the truth of which such affidavit or averment shall be sufficient evidence) be filed in such procedure or action, it shall not be necessary to file the original as a Warrant of Attorney, any rule of court, custom, or practice to the contrary notwithstanding.

Lessee hereby releases to Lessor and to any and all attorneys who may appear for Lessee all errors in any procedure or action to enter judgment by Confession by virtue of the warrants of attorney contained in this lease, and all liability therefor. Lessee further authorizes the Prothonotary or any Clerk of any Court of Record to issue a Writ of Execution or other process, and further agrees that real estate may be sold on a Writ of Execution or other process. If proceedings shall be commenced to recover possession of the demised premises either at the end of the term or sooner termination of this lease, or for non-payment of rent or for any other reason, Lessee specifically waives the right to the three (3) months' notice to quit and/or the fifteen (15) or thirty (30) days' notice to quit required by the Act of April 4, 1931, P.L. 69, as amended, and agrees that five (5) days' notice shall be sufficient in either or any such case.

The right to enter judgment against Lessee by confession and to enforce all of the other provisions of this lease herein provided for may at the option of any assignee of this lease, be exercised by any assignee of the Lessor's right, title and interest in this lease in his, her, or their own name, any statute, rule of court, custom, or practice to the contrary notwithstanding.

All of the remedies hereinbefore given to Lessor and all rights and remedies given to it by law and equity shall be cumulative and concurrent. No determination of this lease or the taking or recovering possession of the premises shall deprive Lessor of any of its remedies or actions against the Lessee for rent due at the time or which, under the terms hereof would in the future become due as if there had been no determination, nor shall the bringing of any action for rent or breach of covenant, or the resort to any other remedy herein provided for the recovery of rent be construed as a waiver of the right to obtain possession of the premises.

In the event that the premises demised herein, or any part thereof, is taken or condemned for a public or quasi-public use, this lease shall, as to the part so taken, terminate as of the date title shall vest in the condemnor, and rent shall abate in proportion to the square foot of leased space taken or condemned or shall cease if the entire premises be so taken. In either event the Lessee waives all claims against the Lessor by reason of the complete or partial taking of the demised premises.

This Agreement of Lease and all its terms, covenants and provisions are and each of them is subject and subordinate to any lease or other arrangement or right to possession, under which the Lessor is in Control of the demised premises, to the rights of the owner or owners of the demised premises and of the land or building of which the demised premises are a part, to all rights of the Lessor's landlord and to any and all mortgages and other encumbrances now or hereafter placed upon the demised premises or upon the land and/or the buildings containing the same; and Lessee expressly agrees that if Lessor's tenancy, control, or right to possession shall terminate either by expiration, forfeiture or otherwise, then this lease shall thereupon immediately terminate and the Lessee shall, thereupon, give immediate possession; and Lessee hereby waives any and all claims for damages or otherwise by reason of such termination as aforesaid.

It is hereby mutually agreed that either party hereto may determine this lease at the end of said term by giving to the other party written notice thereof at least 1 MONTH prior thereto, but in default of such notice, this lease shall continue upon the same terms and conditions in force immediately prior to the expiration of the term hereof as are herein contained for a further period of 6 MONTHS and so on from 6-MONTH PERIOD to 6-MONTH PERIOD unless or until terminated by either party hereto, giving the other 1 MONTH'S written notice for removal previous to expiration of the then current term.

PROVIDED, however, that should this lease be continued for a further period under the terms hereinabove mentioned, any allowances given Lessee on the rent during the original term shall not extend beyond such original term, and further provided, however, that if Lessor shall have given such written notice prior to the expiration of any term hereby created, of his intention to change the terms and conditions of this lease, and Lessee shall not within 15 DAYS days from such notice notify Lessor of Lessee's intention to vacate the demised premises at the end of the then current term, Lessee shall be considered as Lessee under the terms and conditions mentioned in such notice for a further term as above provided, or for such further term as may be stated in such notice. In the event that Lessee shall give notice, as stipulated in this lease, of intention to vacate the demised premises at the end of the present term, or any renewal or extension thereof, and shall fail or refuse to so vacate the same on the date designated by such notice, then it is expressly agreed that Lessor shall have the option either (a) to disregard the notice so given as having no effect, in which case all the terms and conditions of this lease shall continue thereafter with full force precisely as if such notice had not been given, or (b) Lessor may, at any time within thirty days after the present term or any renewal or extension thereof, as aforesaid, give the said Lessee ten days' written notice of his intention to terminate the said lease; whereupon the Lessee expressly agrees to vacate said premises at the expiration of the said period of ten days specified in said notice. All powers granted to Lessor by this lease may be exercised and all obligations imposed upon Lessee by this lease shall be performed by Lessee as well during any extension of the original term of this lease as during the original term itself.

All notices must be given by ~~XXXXXXXXXXXXXXXXXXXX~~ REGULAR MAIL --

It is expressly understood and agreed by and between the parties hereto that this lease and the riders attached hereto and forming a part hereof set forth all the promises, agreements, conditions and understandings between Lessor or his agent and Lessee relative to the demised premises, and that there are no promises, agreements, conditions or understandings, either oral or written, between them other than here set forth. It is further understood and agreed that, except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors and assigns of said parties; and if there shall be more than one Lessee, they shall all be bound jointly and severally by the terms, covenants and agreements herein, and the word "Lessee" shall be deemed and taken to mean each and every person or party mentioned as a Lessee herein, be the same one or more; and if there shall be more than one Lessee, any notice required or permitted by the terms of this lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The word "his" and "him" wherever stated herein, shall be deemed to refer to the "Lessor" or "Lessee" whether such Lessor or Lessee be singular or plural and irrespective of gender. No rights, however, shall inure to the benefit of any assignee of Lessee unless the assignment to such assignee has been approved by Lessor in writing as aforesaid.

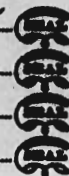
Lessee does herewith deposit with Lessor the sum of Dollars to be held as security for the full and faithful performance by Lessee of Lessee's obligations under this Lease and for the payment of damage to the demised premises. Said security deposit is to be held by Lessor as an Escrow Fund pursuant to the terms and provisions of the Penn Act of Assembly approved December 29, 1972, Act No. 363. Except for such sum as shall be lawfully applied by Lessor to satisfy valid claim against Lessee arising from defaults under this lease or by reason of damages to the demised premises, the Escrow Fund shall be returned to Lessee at the expiration of the terms of this lease or any renewals or extensions thereof; but as provided for in the said Act of Assembly, it is understood that no part of any security deposit or Escrow Fund is to be considered as the last rental due under the terms of the lease.

Any headings preceding the text of the several paragraphs and sub-paragraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this lease nor shall they affect its meaning, construction or effect.

In Witness Whereof, the parties hereto have executed these presents the day and year first above written, and intend to be legally bound thereby.

SEALED AND DELIVERED IN THE
PRESENCE OF:

J. P. Powers
Robert W. Edgar



LEASE

TO

Premises

and

Deeds

Term

P 311229

CITY OF WASHINGTON
DISTRICT OF COLUMBIA
FOR VALUE RECEIVED

hereby assign, transfer and set over unto

Executors, Administrators and assigns all right, title and interest in the within
and all benefit and advantages to be derived therefrom.

WITNESS *my* hand and seal this

3rd day of *August* A.D. 19 *13*

SEALED IN THE PRESENCE OF }

Charles A. Mallon

Charles A. Mallon
Notary Public, Dist. of Columbia
Commission Expires, Sept. 30, 1984

85040543214

Attachment 2
Part 1



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

Joseph W. Dorsey
400 MacDade Boulevard
Collingdale, Pennsylvania 19023

RE: MUR 2008

Dear Mr. Dorsey:

The Federal Election Commission has reviewed the allegations of your complaint dated May 9, 1985, and determined on 1985, that on the basis of the information provided in your complaint and information provided by the Respondents, there is no reason to believe that a violation of the Federal Election Campaign Act of 1971, as amended ("the Act") has been committed. Accordingly, the Commission has decided to close the file in this matter. The Federal Election Campaign Act allows a complainant to seek judicial review of the Commission's dismissal of this action. See 2 U.S.C. § 437g(a)(8).

Should additional information come to your attention which you believe establishes a violation of the Act, you may file a complaint pursuant to the requirements set forth in 2 U.S.C. § 437g(a)(1) and 11 C.F.R. § 111.4.

Sincerely,

Charles N. Steele
General Counsel

BY: Kenneth A. Gross
Associate General Counsel

Enclosure
General Counsel's Report

85040543215

attachment 2
part 2



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

Charles P. Sexton, Jr.
421 North State Road
Springfield, Pennsylvania 19023

RE: MUR 2008

Dear Mr. Sexton:

The Federal Election Commission has reviewed the allegations of your complaint dated May 9, 1985, and determined on , 1985, that on the basis of the information provided in your complaint and information provided by the Respondents, there is no reason to believe that a violation of the Federal Election Campaign Act of 1971, as amended ("the Act") has been committed. Accordingly, the Commission has decided to close the file in this matter. The Federal Election Campaign Act allows a complainant to seek judicial review of the Commission's dismissal of this action. See 2 U.S.C. § 437g(a)(8).

Should additional information come to your attention which you believe establishes a violation of the Act, you may file a complaint pursuant to the requirements set forth in 2 U.S.C. § 437g(a)(1) and 11 C.F.R. § 111.4.

Sincerely,

Charles N. Steele
General Counsel

BY: Kenneth A. Gross
Associate General Counsel

Enclosure
General Counsel's Report

85040543216

attachment 2
part 3



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

John M. Gallagher, Jr., Esquire
Richard, Disanti, Hamilton,
Gallagher and Paul
110 West Front Street
Media, Pennsylvania 19063

RE: MUR 2008
Congressman Bob Edgar; the Edgar
for Congress Committee and
Walter Pierzchala, as treasurer
Mrs. Ella (Skip) Powers

Dear Mr. Gallagher:

On May 20, 1985, the Commission notified your clients of a complaint alleging violations of certain sections of the Federal Election Campaign Act of 1971, as amended.

The Commission, on , 1985, determined that on the basis of the information in the complaint, and information provided by your clients, there is no reason to believe that a violation of any statute within its jurisdiction has been committed. Accordingly, the Commission closed its file in this matter. This matter will become a part of the public record within 30 days.

Sincerely,

Charles N. Steele
General Counsel

BY: Kenneth A. Gross
Associate General Counsel

Enclosure
General Counsel's Report

85040543217

85040543218

Lease Agreement

This Agreement, MADE THE 1st day of AUGUST 1983, by and between

ELLA P. POWERS

(hereinafter called Lessor), of the one part, and

ROBERT W. EDGAR and MERLE EDGAR

(hereinafter called Lessee), of the other part.

WITNESSETH THAT: Lessor does hereby demise and let unto Lessee all that certain Premises 124 North Norwinden Drive, 1st Floor, Springfield

in the County of Delaware State of Pennsylvania, to be used and occupied as
A residential home and for no other purpose, for the term of 6 Months
beginning the 1st day of August 1983 and ending the 31st day of January 1984
for the minimum semi-annual rental of ONE THOUSAND THREE HUNDRED AND FIFTY Dollars (\$1,350.00)
lawful money of the United States of America, payable in monthly installments in advance during the said term of this lease, or any renewal hereof, in sums of TWO HUNDRED AND TWENTY-FIVE Dollars (\$225.00) on the 1st day of each month, rent to begin from the 1st day of August 1983.

the first installment to be paid at the time of signing this lease. The first rental payment to be made during the occupancy of the premises shall be adjusted to pro-rate a partial month of occupancy, if any, at the inception of this lease.

Premises are rented as a furnished residential home. Lessee will pay all utilities and will have the utility service switched over into his own name. Lessor will maintain lawn and house and use second floor and basement for storage.

If Lessor is unable to give Lessee possession of the demised premises, as herein provided, by reason of the holding over of a previous occupant, or by reason of any cause beyond the control of the Lessor, the Lessor shall not be liable in damages to the Lessee therefor, and during the period that the Lessor is unable to give possession, all rights and remedies of both parties hereunder shall be suspended, and if Lessor is unable for any reason to give possession of the demised premises within 5 days of Lessee's demand therefor following commencement of the term hereof Lessee shall have the option, by notice to Lessor, to cancel this lease agreement and receive return of any prepaid rents and security deposit in full and final settlement of any and all claims against Lessor.

(a) Lessee agrees to pay as rent in addition to the minimum rental herein reserved any and all sums which may become due by reason of the failure of Lessee to comply with all of the covenants of this lease and any and all damages, costs and expenses which the Lessor may suffer or incur by reason of any default of the Lessee or failure on his part to comply with the covenants of this lease, and each of them, and also any and all damages to the demised premises caused by any act or neglect of the Lessee.

(b) Lessee further agrees to pay as rent in addition to the minimum rental herein reserved all taxes assessed or imposed upon the demised premises and/or the building of which the demised premises is a part during the term of this lease, in excess of and over and above those assessed or imposed at the time of making this lease. The amount due hereunder on account of such taxes shall be apportioned for that part of the first and last calendar years covered by the term hereof. The same shall be paid by Lessee to Lessor on or before the first day of July of each year.

(c) Lessee further agrees to pay to Lessor as additional rent all increase or increases in fire insurance premiums upon the demised premises and/or the building of which the demised premises is a part, due to an increase in the rate of fire insurance in excess of the rate on the demised premises at the time of making this lease, if said increase is caused by any act or neglect of the Lessee or the nature of the Lessee's business.

(d) Lessee further agrees to pay as additional rent, if there is a metered water connection to the said premises, all charges for water consumed upon the demised premises in excess of the yearly minimum meter charge and all charges for repairs to the said meter or meters on the premises, whether such repairs are made necessary by ordinary wear and tear, freezing, hot water, accident or other cause, immediately when the same become due.

(e) Lessee further agrees to pay as additional rent, if there is a metered water connection to said premises, all sewer rental or charges for use of sewers, sewage system, and sewage treatment works servicing the demised premises in excess of the yearly minimum of such sewer charges immediately when the same become due.

All rent shall be payable without prior notice or demand at the office of Lessor, 2442 Rayburn N.O.B. or at such other place as Lessor may from time to time designate by notice in writing. Washington, DC 20515

Lessee covenants and agrees that he will without demand (a) Pay the rent and all other charges herein reserved as rent at the times and at the place that the same are payable, without fail; and if Lessor shall at any time or times accept said rent or rent charges after the same shall have become delinquent, such acceptance shall not constitute delay upon subsequent occasions, or constitute or be construed as a waiver of any of Lessor's rights. Lessee agrees that any charge or payment herein reserved, included, or agreed to be treated or collected as rent and/or any other charges, expenses, or costs herein agreed to be paid by Lessee may be proceeded for and recovered by Lessor by legal process in the same manner as rent due and in arrears.

(b) Keep the demised premises clean and free from all ashes, dirt and other refuse matter; replace all glass windows, doors, etc., broken keep all waste and drain pipes open; repair all damage to plumbing and to the premises in general; keep the same in good order and repair if they are now, reasonable wear and tear and damage by accidental fire or other casualty not occurring through negligence of Lessee or those employed by or acting for Lessee alone excepted. The Lessee agrees to surrender the demised premises in the same condition in which Lessee has herein agreed to keep the same during the continuance of this lease.

(c) Comply with any requirements of any of the constituted public authorities, and with the terms of any State or Federal statute or law, ordinance or regulation applicable to Lessee or his use of the demised premises, and save Lessor harmless from penalties, fines, costs or damages resulting from failure so to do.

(d) Use every reasonable precaution against fire.

(e) Comply with rules and regulations of Lessor promulgated as hereinafter provided.

(f) Peaceably deliver up and surrender possession of the demised premises to the Lessor at the expiration or sooner termination of the lease, promptly delivering to Lessor at his office all keys for the demised premises.

(g) Give to Lessor prompt written notice of any accident, fire, or damage occurring on or to the demised premises.

(h) Lessee shall be responsible for the condition of the pavement, curb, cellar doors, awnings and other erections in the pavement during the term of this lease; shall keep the pavement free from snow and ice; and shall be and hereby agrees that Lessee is solely liable for any accidents, due or alleged to be due to their defective condition, or to any accumulations of snow and ice.

(i) The Lessee agrees that if, with the permission in writing of Lessor, Lessee shall vacate or decide at any time during the term of the lease, or any renewal thereof, to vacate the herein demised premises prior to the expiration of this lease, or any renewal hereof, Lessee will not cause or allow any other agent to represent Lessee in any sub-letting or reletting of the demised premises other than an agent approved by the Lessor and that should Lessee do so, or attempt to do so, the Lessor may remove any signs that may be placed on or about the demised premises by such other agent without any liability to Lessor or to said agent, the Lessee assuming all responsibility for such action.

(j) Indemnify and save Lessor harmless from any and all loss occasioned by Lessee's breach of any of the covenants, terms and conditions of this lease, or caused by his family, guests, visitors, agents and employees.

Lessee covenants and agrees that he will do none of the following things without first obtaining the consent, in writing of Lessor, whose consent Lessor shall not unreasonably withhold, and without providing Lessor with reimbursement for any expenses incurred or incidental to Lessee's proposed action:

(a) Occupy the demised premises in any other manner or for any other purpose than as above set forth.

- (d) Alterations
- (e) Machinery
- (f) Weights
- (g) Fire Insurance
- (h) Removal of Goods
- (i) Vacate Premises
- (j) Lessor's Rights
- (k) Inspection of Premises
- (l) Rules and Regulations
- (m) Sale or Rent Sign
- (n) Prospective Purchasers or Tenants
- (o) Miscellaneous Facilities and Services
- (p) Responsibility of Lessor
- (q) Responsibility of Lessee
- (r) Total Surrender
- (s) Partial Surrender
- (t) Surrender by Lessor
- (u) Damage for Interruption of Use
- (v) Representation of Condition of Premises
- (w) Zoning
- (x) Miscellaneous Agreements and Conditions
- (y) Effect of Bankruptcy on Rental
- (z) Agency
- (aa) Waiver of Covenants
- (ab) Conduct of Lessee
- (ac) Failure of Lessee to Repair
- (ad) Waiver of Subrogation
- (ae) Security Interest
- (af) Remedies of Lessor

shall remove any sign, projection or device painted, placed or erected, if permission has been granted and restore the walls, etc., to their original condition, at or prior to the expiration of this lease. In case of the breach of this covenant (in addition to all other remedies given to Lessor in case of the breach of any condition or covenants of this lease) Lessor shall have the right of removing said notice, booth, sign, show man, projection or device, and restoring said walls, etc., to their former condition, and Lessor's expense shall be held to Lessor for any and all expenses so incurred by Lessor.

(d) Make any alterations, improvements, or additions to the premises. All alterations, improvements, additions or fixtures, whether installed before or after the execution of this lease, shall remain upon the premises at the expiration or sooner determination of this lease and become the property of Lessor, unless Lessor shall, prior to the determination of the lease, have given written notice to Lessee to remove the same, in which event Lessee will remove such alterations, improvements and additions and restore the premises to the same good order and condition in which they now are. Should Lessee fail so to do, Lessor may do so, collecting, at Lessor's option, the cost and expense thereof from Lessee as additional rent.

(e) Use or operate any machinery that, in Lessor's opinion, is harmful to the building or disturbing to other tenants occupying other parts thereof.

(f) Place any weights in any portion of the demised premises beyond the safe carrying capacity of the structure.

(g) Do or suffer to be done, any act, matter or thing objectionable to the fire insurance companies whereby the fire insurance or any other insurance now in force or hereafter to be placed on the demised premises, or any part thereof, or on the building of which the demised premises may be a part, shall become void or suspended, or whereby the same shall be rated as a more hazardous risk than at the date of execution of this lease, or employ any person or persons objectionable to the fire insurance companies or carry or have any benzine or explosive matter of any kind in and about the demised premises. In case of a breach of this covenant (in addition to all other remedies given to Lessor in case of the breach of any of the conditions or covenants of this lease) Lessee agrees to pay to Lessor as additional rent any and all increase or increases of premiums on insurance carried by Lessor on the demised premises, or any part thereof, or on the building of which the demised premises may be a part, caused in any way by the occupancy of Lessee.

(h) Remove, attempt to remove or manifest an intention to remove Lessee's goods or property from or out of the demised premises otherwise than in the ordinary and usual course of business, without having first paid and satisfied Lessor for all rent which may become due during the entire term of this lease.

(i) Vacate or desert said premises during the term of this lease, or permit the same to be empty and unoccupied.

(j) Lessee covenants and agrees that Lessor shall have the right to do the following things and matters in and about the demised premises:

(a) At all reasonable times by himself or his duly authorized agents to go upon and inspect the demised premises and every part thereof, and/or at his option to make repairs, alterations and additions to the demised premises or the building of which the demised premises is a part.

(b) At any time or times and from time to time make such reasonable rules and regulations as may be necessary or desirable for the safety, care, and cleanliness of the demised premises and/or of the building of which the demised premises is a part and of real and personal property contained therein and for the preservation of good order. Such rules and regulations shall, when communicated in writing to Lessee, form a part of this lease.

(c) To display a "For Sale" sign at any time, and also, after notice from either party of intention to determine this lease, or at anytime within three months prior to the expiration of this lease, a "For Rent" sign, or both "For Rent" and "For Sale" signs; and all of said signs shall be placed upon such part of the premises as Lessor may elect and may contain such matter as Lessor shall require. Persons authorized by Lessor may inspect the premises at reasonable hours during the said periods.

(d) Lessor may discontinue at any time, any or all facilities furnished and services rendered by Lessor not expressly covenanted for herein or required to be furnished or rendered by law; it being understood that they constitute no part of the consideration for this lease.

(e) Lessee agrees to relieve and hereby relieves the Lessor from all liability by reason of any injury or damage to any person or property in the demised premises, whether belonging to the Lessee or any other person caused by any fire, breakage, or leakage in any part or portion of the building of which the demised premises is a part or from water, rain or snow that may leak into, issue or flow from any part of the said premises, or of the building of which the demised premises is a part, from the drains, pipes, or plumbing work of the same, or from any place or quarter, unless such breakage, leakage, injury or damage be caused by or result from the negligence of Lessor or its servants or agents.

(f) Lessee also agrees to relieve and hereby relieves Lessor from all liability by reason of any damage or injury to any property or to Lessee or Lessee's guests, servants or employees which may arise from or be due to the use, misuse or abuse of all or any of the elevators, hatches, openings, stairways, hallways of any kind whatsoever which may exist or hereafter be erected or constructed on the said premises or the sidewalks surrounding the building of which may arise from defective construction, failure of water supply, light, power, electric wiring, plumbing or machinery, wind, lightning, storm or any other cause whatsoever on the said premises or the building of which the demised premises is a part, unless such damage, injury, use, misuse or abuse be caused by or result from the negligence of Lessor, its servants or agents.

(g) In the event the demised premises are totally destroyed or so damaged by fire or other casualty that, in the opinion of a licensed architect retained by Lessor, the same cannot be repaired and restored within ninety days from the happening of such injury this lease shall absolutely cease and determine, and the rent shall abate for the balance of the term.

(h) If the damage be only partial and such that the premises can be restored, in the opinion of a licensed architect retained by Lessor, to approximately their former condition within ninety days from the date of the casualty loss Lessor may, at Lessor's option, restore the same with reasonable promptness, reserving the right to enter upon the demised premises for that purpose. Lessor also reserves the right to enter upon the demised premises whenever necessary to repair damage caused by fire or other casualty to the building of which the demised premises is a part, even though the effect of such entry be to render the demised premises or a part thereof untenable. In either event the rent shall be apportioned and suspended during the time Lessor is in possession, taking into account the proportion of the demised premises rendered untenable and the duration of Lessor's possession. If a dispute arises as to the amount of rent due under this clause, Lessee agrees to pay the full amount claimed by Lessor, but Lessee shall have the right to proceed by law to recover the excess payment, if any.

(i) Lessor shall make such election to repair the premises or terminate this lease by giving notice thereof to Lessee at the leased premises within thirty days from the day Lessor received notice that the demised premises had been destroyed or damaged by fire or other casualty.

(j) Except to the extent hereinbefore provided, Lessor shall not be liable for any damage, compensation, or claim by reason of the necessity of repairing any portion of the building, the interruption in the use of the premises, any inconvenience or annoyance arising as a result of such repairs or interruption, or the termination of this lease by reason of damage to or destruction of the premises.

(k) Lessor has let the demised premises in their present "as is" condition and without any representations, other than those specifically endorsed hereon by Lessor, through its officers, employees, servants and/or agents. It is understood and agreed that Lessor is under no duty to make repairs, alterations, or decorations at the inception of this lease or at any time thereafter unless such duty of Lessor shall be set forth in writing endorsed hereon.

(l) It is understood and agreed that the Lessor hereof does not warrant or undertake that the Lessee shall be able to obtain a permit under any Zoning Ordinance or Regulation for such use as Lessee intends to make of the said premises, and nothing in this lease contained shall obligate the Lessor to assist Lessee in obtaining said permit; the Lessee further agrees that in the event a permit cannot be obtained by Lessee under any Zoning Ordinance or Regulation, this lease shall not terminate without Lessor's consent, and the Lessee shall use the premises only in a manner permitted under such Zoning Ordinance or Regulation.

(m) No contract entered into or that may be subsequently entered into by Lessor with Lessee, relative to any alterations, additions, improvements or repairs, nor the failure of Lessor to make such alterations, additions, improvements or repairs as required by any such contract, nor the making by Lessor or his agents or contractors of such alterations, additions, improvements or repairs shall in any way affect the payment of the rent or said other charges at the time specified in this lease, except to the extent and in the manner hereinbefore provided.

(n) It is hereby expressly agreed and understood that the said _____ is acting as agent only and shall not in any event be held liable to the owner or to Lessee for the fulfillment or non-fulfillment of any of the terms or conditions of this lease, or for any action or proceedings that may be taken by the owner against Lessee, or by Lessee against the owner.

(o) It is hereby covenanted and agreed, any law, usage or custom to the contrary notwithstanding, that Lessor shall have the right at all times, to enforce the covenants and provisions of this lease in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of the Lessor in refraining from so doing at any time or times; and, further, that the failure of Lessor at any time or times to enforce his rights under said covenants and provisions strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions and covenants of this lease or as having in any way or manner modified the same.

(p) This lease is granted upon the express condition that Lessee and/or the occupants of the premises herein leased shall not conduct themselves in a manner which is improper or objectionable, and if at any time during the term of this lease or any extension or continuation thereof Lessee or any occupier of the said premises shall have conducted himself in a manner which is improper or objectionable, Lessee shall be taken to have broken the covenants and conditions of this lease, and Lessor will be entitled to all of the rights and remedies granted and reserved herein, for the Lessee's failure to observe all of the covenants and conditions of this lease.

(q) In the event of the failure of Lessee promptly to perform the covenants of Section 8 (b) hereof, Lessor may go upon the demised premises and perform such covenants, the cost thereof, at the sole option of Lessor, to be charged to Lessee as additional and delinquent rent.

(r) Lessor and Lessee hereby agree that all insurance policies which each of them shall carry to insure the demised premises and the contents therein against casualty loss, and all liability policies which they shall carry pertaining to the use and occupancy of the demised premises shall contain waivers of the right of subrogation against Lessor and Lessee herein, their heirs, administrators, successors, and assigns.

(s) Lessee hereby grants to Lessor a security interest under the Uniform Commercial Code in all of Lessee's goods and property in, on, or about the demised premises. Said security interest shall secure unto Lessor the payment of all rent (and charges collectible or reserved as rent) hereunder which shall become due under the provisions of this lease. Lessee hereby agrees to execute, upon request of Lessor, such financing statements as may be required under the provisions of the said Uniform Commercial Code to perfect a security interest in Lessee's said goods and property.

If the Lessee

(a) Then not pay in full when due any and all installments of rent and/or any other charge or payment herein reserved, included, or agreed to be treated or collected as rent and/or any other charge, expense, or cost herein agreed to be paid by the Lessee, or

(b) Violates or fails to perform or otherwise breaks any covenant or agreement herein contained; or

(c) Vacates the demised premises or removes or attempts to remove or manifests an intention to remove any goods or property therefrom otherwise than in the ordinary and usual course of business without having first paid and satisfied the Lessor in full for all rent and other charges then due or that may thereafter become due until the expiration of the then current term, above mentioned; or

(d) Becomes embarrassed or insolvent, or makes an assignment for the benefit of creditors, or if a petition in bankruptcy is filed by or against Lessee or a complaint in equity or other proceedings for the appointment of a receiver for Lessee is filed, or if proceedings for reorganization or for composition with creditors under any State or Federal law be instituted by or against Lessee, or if the real or personal property of Lessee shall be levied upon or be sold, or if for any other reason Lessor shall, in good faith, believe that Lessee's ability to comply with the covenants of this lease, including the prompt payment of rent hereunder, is or may become impaired, thereupon.

(1) The whole balance of rent and other charges, payments, costs, and expenses herein agreed to be paid by Lessee, or any part thereof, and all costs and officers' commissions including watchmen's wages shall be taken to be due and payable and in arrears as if by the terms and conditions of this lease the balance of rent and other charges payment thereon and expenses were on that date payable in advance. Further

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13. Further Remedies

In the event of any default as above set forth in Section 14, Lessor, or anyone acting on Lessor's behalf, at Lessor's option:
(a) May let said premises or any part or parts thereof to any person or persons as may, in Lessor's discretion, be best; and Lessee shall be liable for any loss of rent for the balance of the then current term. Any such re-entry or re-letting by Lessor under the terms hereof shall be without prejudice to Lessor's claim for actual damages, and shall under no circumstances, release Lessee from liability for such damages arising out of the breach of any of the covenants, terms, and conditions of this lease.
(b) May proceed as a secured party under the provisions of the Uniform Commercial Code against the goods in which Lessor has been granted a security interest pursuant to Section 13 (g) hereof; and
(c) May have and exercise any and all other rights and/or remedies, granted or allowed landlords by any existing or future Statute, Act of Assembly, or other law of this state in cases where a landlord seeks to enforce rights arising under a lease agreement against a tenant who has defaulted or otherwise breached the terms of such lease agreement; subject, however, to all of the rights granted or created by any such Statute, Act of Assembly, or other law of this state existing for the protection and benefit of tenants; and
(d) May have and exercise any and all other rights and remedies contained in this lease agreement, including the rights and remedies provided by Sections 16 and 17 hereof.

16. Confession of Judgment for Money

Lessee covenants and agrees that if the rent and/or any charges reserved in this lease as rent (including all accelerations of rent permissible under the provisions of this lease) shall remain unpaid for (3) days after the same is due to be paid, then and in that event, Lessee may cause judgment to be entered against Lessee, and for that purpose Lessee hereby authorizes and empowers Lessor or any Prothonotary, Clerk of Court or Attorney of any Court of Record to appear for and confess judgment against Lessee and agrees that Lessor may commence an action pursuant to Pennsylvania Rules of Civil Procedure No. 2950 et seq. for the recovery from Lessee of all rent hereunder (including all accelerations of rent permissible under the provisions of this lease) and/or for all charges reserved hereunder as rent, as well as for interest and costs; together with an attorney's commission of five percent (5%) of the full amount of Lessor's claim against Lessee. Neither the right to institute an action pursuant to the Pennsylvania Rules of Civil Procedure No. 2950 et seq. nor the authority to confess judgment granted herein shall be exhausted by one or more exercises thereof, but successive complaints may be filed and successive judgments may be entered for the aforesaid sums five days or more after they become due as well as after the expiration of the original term and/or during or after expiration of any extension or renewal of this lease.

17. Confession of Judgment for Possession of Real Property

Lessee covenants and agrees that if this lease shall be terminated (either because of condition broken during the term of this lease or any renewal or extension thereof and/or when the term hereby created or any extension thereof shall have expired) then, and in that event, Lessor may cause a judgment in ejectment to be entered against Lessee for possession of the demised premises, and for that purpose Lessee hereby authorizes and empowers any Prothonotary, Clerk of Court or Attorney of any Court of Record to appear for Lessee and to confess judgment against Lessee in Ejectment for possession of the herein demised premises, and agrees that Lessor may commence an action pursuant to Pennsylvania Rules of Civil Procedure No. 2970 et seq. for the entry of an order in Ejectment for the possession of real property, and Lessee further agrees that a Writ of Possession pursuant thereto may issue forthwith, for which authorization to confess judgment and for the issuance of a writ or writs of possession pursuant thereto, this lease, or a true and correct copy thereof, shall be sufficient warrant. Lessee further covenants and agrees that if for any reason whatsoever, after said action shall have commenced the action shall be terminated and the possession of the premises demised hereunder shall remain in or be restored to Lessee, Lessor shall have the right upon any subsequent default or defaults, or upon the termination of this lease as above set forth to commence successive actions for possession of real property and to cause the entry of successive judgments by confession in Ejectment for possession of the premises demised hereunder.

18. Affidavit of Default

In any procedure or action to enter judgment by Confession for Money pursuant to Section 16 hereof, or to enter judgment by Confession in Ejectment for possession of real property pursuant to Section 17 hereof, if Lessor shall first cause to be filed in such action an affidavit or averment of the facts constituting the default or occurrence of the condition precedent, or event, the happening of which default, occurrence, or event authorizes and empowers Lessor to cause the entry of judgment by confession, such affidavit or averment shall be conclusive evidence of such facts, defaults, occurrences, conditions precedent, or events; and if a true copy of this lease (and of the truth of which such affidavit or averment shall be sufficient evidence) be filed in such procedure or action, it shall not be necessary to file the original as a Warrant of Attorney, any rule of court, custom, or practice to the contrary notwithstanding.

19. Waiver by Lessee of Errors, Right of Appeal, Error, Exception, Imposition

Lessee hereby releases to Lessor and to any and all attorneys who may appear for Lessee all errors in any procedure or action to enter judgment by Confession by virtue of the warrants of attorney contained in this lease, and all liability therefor. Lessee further authorizes any Prothonotary or any Clerk of any Court of Record to issue a Writ of Execution or other process, and further agrees that real estate may be sold on a Writ of Execution or other process. If proceedings shall be commenced to recover possession of the demised premises either at the end of the term or sooner termination of this lease, or for non-payment of rent or for any other reason, Lessee specifically waives the right to the three (3) months' notice to quit and/or the fifteen (15) or thirty (30) days' notice to quit required by the Act of April 6, 1951, P.L. 69, as amended, and agrees that five (5) days' notice shall be sufficient in either or any such case.

20. Right of Assignee of Lessor

The right to enter judgment against Lessee by confession and to enforce all of the other provisions of this lease herein provided for may be the option of any assignee of this lease, be exercised by any assignee of the Lessor's right, title and interest in this lease in his, her, or their own name, any statute, rule of court, custom, or practice to the contrary notwithstanding.

21. Remedies Cumulative

All of the remedies hereinbefore given to Lessor and all rights and remedies given to it by law and equity shall be cumulative and concurrent. No determination of this lease or the taking or recovering possession of the premises shall deprive Lessor of any of its remedies or actions against the Lessee for rent due at the time or which, under the terms hereof would in the future become due as if there had been no determination, nor shall the bringing of any action for rent or breach of covenant, or the resort to any other remedy herein provided for the recovery of rent be construed as a waiver of the right to obtain possession of the premises.

22. Condemnation

In the event that the premises demised herein, or any part thereof, is taken or condemned for a public or quasi-public use, this lease shall, as to the part so taken, terminate as of the date title shall vest in the condemnor, and rent shall abate in proportion to the square feet of leased space taken or condemned or shall cease if the entire premises be so taken. In either event the Lessee waives all claims against the Lessor by reason of the complete or partial taking of the demised premises.

23. Subordination

This Agreement of Lease and all its terms, covenants and provisions are and each of them is subject and subordinate to any lease or other arrangement or right to possession, under which the Lessor is in Control of the demised premises, to the rights of the owner or owners of the demised premises and of the land or buildings of which the demised premises are a part, to all rights of the Lessor's landlord and to any and all mortgages and other encumbrances now or hereafter placed upon the demised premises or upon the land and/or the buildings containing the same; and Lessee expressly agrees that if Lessor's tenancy, control, or right to possession shall terminate either by expiration, forfeiture or otherwise, then this lease shall thereupon immediately terminate and the Lessee shall, thereupon, give immediate possession; and Lessee hereby waives any and all claims for damages or otherwise by reason of such termination as aforesaid.

24. Termination of Lease

It is hereby mutually agreed that either party hereto may determine this lease at the end of said term by giving to the other party written notice thereof at least 1 MONTH prior thereto, but in default of such notice, this lease shall continue upon the same terms and conditions in force immediately prior to the expiration of the term hereof as are herein contained for a further period of 6 MONTHS and so on from 6-MONTH PERIOD to 6-MONTH PERIOD unless or until terminated by either party hereto, giving the other 1 MONTH'S written notice for removal previous to expiration of the then current term; PROVIDED, however, that should this lease be continued for a further period under the terms hereinabove mentioned, any allowances given Lessee on the rent during the original term shall not extend beyond such original term, and further provided, however, that if Lessor shall have given such written notice prior to the expiration of any term hereby created, of his intention to change the terms and conditions of this lease, and Lessee shall not within 15 DAYS days from such notice notify Lessor of Lessee's intention to vacate the demised premises at the end of the then current term. Lessee shall be considered as Lessee under the terms and conditions mentioned in such notice for a further term as above provided, or for such further term as may be stated in such notice. In the event that Lessee shall give notice, as stipulated in this lease, of intention to vacate the demised premises at the end of the present term, or any renewal or extension thereof, and shall fail or refuse to so vacate the same on the date designated by such notice, then it is expressly agreed that Lessor shall have the option either (a) to disregard the notice as given as having no effect, in which case all the terms and conditions of this lease shall continue thereafter with full force precisely as if such notice had not been given, or (b) Lessor may, at any time within thirty days after the present term or any renewal or extension thereof, as aforesaid, give the said Lessee ten days' written notice of his intention to terminate the said lease; whereupon the Lessee expressly agrees to vacate said premises at the expiration of the said period of ten days specified in said notice. All powers granted to Lessor by this lease may be exercised and all obligations imposed upon Lessee by this lease shall be performed by Lessee as well during any extension of the original term of this lease as during the original term itself.

25. Notices

All notices must be given by ~~PERSONAL DELIVERY~~ REGULAR MAIL. It is expressly understood and agreed by and between the parties hereto that this lease and the riders attached hereto and forming a part hereof set forth all the promises, agreements, conditions and understandings between Lessor or his Agent and Lessee relative to the demised premises, and that there are no promises, agreements, conditions or understandings, either oral or written, between them other than herein set forth. It is further understood and agreed that, except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

27. Heirs and Assignments

All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors and assigns of said parties; and if there shall be more than one Lessee, they shall all be bound jointly and severally by the terms, covenants and agreements herein, and the word "Lessee" shall be deemed and taken to mean each and every person or party mentioned as a Lessee herein, be the same one or more; and if there shall be more than one Lessor, any notice required or permitted by the terms of this lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The words "his" and "him" wherever stated herein, shall be deemed to refer to the "Lessor" or "Lessee" whether such Lessor or Lessee be singular or plural and irrespective of gender. No rights, however, shall inure to the benefit of any assignee of Lessee or less the assignment to such assignee has been approved by Lessor in writing as aforesaid.

28. Security Deposit

Lessee does herewith deposit with Lessor the sum of _____ Dollars to be held as security for the full and faithful performance by Lessee of Lessee's obligations under this Lease and for the payment of damages to the demised premises. Said security deposit is to be held by Lessor as an Escrow Fund pursuant to the terms and provisions of the Pennsylvania Act of Assembly approved December 29, 1972, Act No. 363. Lessor or his Agent shall be lawfully applied by Lessor to satisfy valid claims against Lessee arising from defaults under this lease or by reason of damages to the demised premises. The Escrow Fund shall be returned to Lessee at the expiration of the term of this lease or any renewals or extensions thereof, but as provided for in the said Act of Assembly it is understood that no part of any security deposit or Escrow Fund is to be considered as the last rental due under the terms of the lease.

29. Headings and Subheadings

Any headings preceding the text of the several paragraphs and sub-paragraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this lease nor shall they affect its meaning, construction or effect.

In Witness Whereof, the parties hereto have executed these presents the day and year first above written, and intend to be legally bound.

SEALED AND DELIVERED IN THE
PRESENCE OF:

J. P. Powers
Robert W. Edgar

LESSOR



LEASE

TO

From

For

Until

Term

P 31729

CITY OF WASHINGTON
DISTRICT OF COLUMBIA
FOR VALUE RECEIVED

herby assign, transfer and set over unto

Executors, Administrators and assigns all right, title and interest in the within
and all benefit and advantages to be derived therefrom.

WITNESS *my* hand and seal this

3rd day of August A.D. 1913

SEALED IN THE PRESENCE OF

Charles A. Mallon

Charles A. Mallon
Notary Public, Dist. of Columbia
Commission Expires, Sept. 30, 1914

85040543221

BEFORE THE FEDERAL ELECTION COMMISSION
OF THE UNITED STATES OF AMERICA

GENERAL COUNSEL

15 JUN 10 P 3: 56

IN THE MATTER OF: : MUR 2008
JOSEPH W. DORSEY, and :
CHARLES P. SEXTON, JR. :

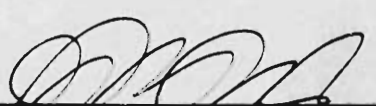
vs. :

ROBERT EDGAR, an individual, :
and EDGAR FOR CONGRESS :
COMMITTEE, a Political :
Committee :

RESPONSE OF MRS. ELLA POWERS TO COMPLAINT
OF CHARLES P. SEXTON, JR. AND JOSEPH W. DORSEY

1. Mrs. Ella Powers hereby adopts and incorporates by reference the allegations in the Response of Congressman Edgar and the Edgar for Congress Campaign Committee previously filed of record in this case.

2. Mrs. Powers paid in full the rental tax described in the Complaint as soon as it was brought to her attention. A copy of the tax payment receipt showing payment in full is attached hereto as an exhibit.


JOHN M. GALLAGHER, JR., ESQUIRE
Attorney for Respondents

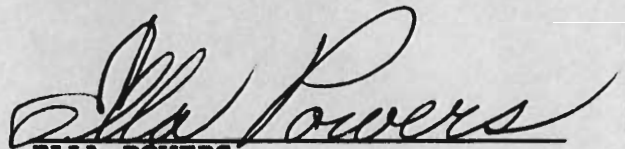
DATED: June 6, 1985

RICHARD, DiSANTI, HAMILTON,
GALLAGHER & PAUL
110 West Front Street
P.O. Box 900
Media, Pennsylvania 19063
(215) 565-4600

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COMMONWEALTH OF PENNSYLVANIA
:SS
COUNTY OF DELAWARE

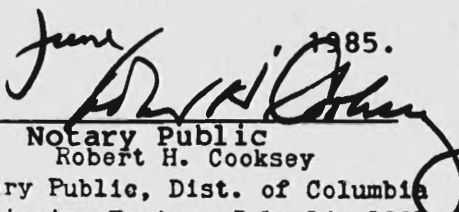
The undersigned, having been duly sworn according to law,
deposes and says that the allegations set forth in the within
Response to Complaint are true and correct to the best of her
knowledge, information and belief.


ELLA POWERS

CITY OF WASHINGTON
DISTRICT OF COLUMBIA
Sworn to and subscribed

before me this 10th day

of June 1985.


Notary Public
Robert H. Cooksey
Notary Public, Dist. of Columbia
Commission Expires July 14, 1985

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RECEIPT

TOWNSHIP OF SPRINGFIELD

DELAWARE COUNTY

D 48103 SPRINGFIELD, PA.

RECEIVED

DATE

11/5/84

FROM

Ellg P. Power

ADDRESS

1002 Massachusetts Ave, NE,
Washington, D.C. 20002

Fourteen

DOLLARS

FOR:

Bus. Priv. Tax 1984

PERMITS:-

BUILDING

SIGN

STREET

PLUMBING

CERTIF'S:-

OCCUPANCY

HEALTH

IMUNIZ'N

REGISTER

RENTALS

INSPECT'N

SEWER

HIGHWAY

TOWNSHIP OF SPRINGFIELD

A.C. V/S hls
TREASURERPAYMENTS MADE IN ADVANCE OF ISSUANCE OF PERMITS OR LICENSES ARE
SUBJECT TO RETURN IN THE EVENT SAID PERMIT OR LICENSE IS NOT ISSUED

SUCH PAYMENT IS INDICATED BY CHECK MARK HERE

No.

11/5/84

\$14.07

31081

CODE-CURRENT

CODE-RESERVE

CODE-CAPITAL

RECEIPT

TOWNSHIP OF SPRINGFIELD

DELAWARE COUNTY

D 48102 SPRINGFIELD, PA.

RECEIVED

DATE

11/5/84

FROM

Ellg P. Powers

ADDRESS

1002 Massachusetts Ave, NE,
Washington, D.C. 20002

Twenty

DOLLARS

FOR:

Bus. Priv. Lic. 1983

PERMITS:-

BUILDING

SIGN

STREET

PLUMBING

CERTIF'S:-

OCCUPANCY

HEALTH

IMUNIZ'N

REGISTER

RENTALS

INSPECT'N

SEWER

HIGHWAY

TOWNSHIP OF SPRINGFIELD

A.C. V/S hls
TREASURERPAYMENTS MADE IN ADVANCE OF ISSUANCE OF PERMITS OR LICENSES ARE
SUBJECT TO RETURN IN THE EVENT SAID PERMIT OR LICENSE IS NOT ISSUED

SUCH PAYMENT IS INDICATED BY CHECK MARK HERE

No.

11/5/84

\$20.00

32192

CODE-CURRENT

CODE-RESERVE

CODE-CAPITAL

1984 BUSINESS PRIVILEGE TAX RETURN

DUE MAY 31, 1984

Name of Business Ella P. Powers
 Business Address 124 N. Norwinder Dr, Springfield, PA
 Name of Owner or Owners Same
 Type of Business or Address of Property Rented Same
 Address of Owners _____
 Telephone Number 202-547-3317

PART A. 1983 TAX REPORT

1. Total gross receipts & gross rents collected \$ 1,125
 2. Less exclusions or exemptions (Ord. #1024, Art. II - Sect. #204) \$ _____
 3. Total receipts upon which tax is payable \$ 1,125
 4. Business Privilege Tax for 1983 (line #3 x .003) \$ #3.38
 5. CREDITS
 5A. 1983 Tax Payment (from line #8 - 1983 Report)
 5B. Credits (see instructions - item #3)
 5C. Total Credits (line #5A & 5B) \$ _____
 6. Balance Due Township (or Credit) (line 4 less line 5C) \$ #3.38

PART B. 1984 TENTATIVE REPORT

7. Total estimated gross receipts for the year ended 12/31/84 (not to be less than line #3) \$ 2,850
 8. 1984 Tentative Tax (line #7 x .003, not to be less than line #4) \$ #8.55
 9. Penalty (lines #6 + #8) \$ 1.19
 10. Interest (lines #6 + #8) \$.95

PART C. TAX SUMMARY

Total Remittance Due (line #6 + line #8 + line #9 & 10) \$ 14.07

I DECLARE UNDER PENALTY OF LAW THAT ALL STATEMENTS MADE HEREIN AND/OR IN SUPPORTING SCHEDULES ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Signature Ella P. Powers

Official Title _____ (Owner, Partner, President)

Phone No. 202-547-3317 Date 11/1/84

Make Check or Money Order Payable To: TOWNSHIP OF SPRINGFIELD, MUNICIPAL BLDG., 50 POWELL ROAD, SPRINGFIELD, PA 19064

BEFORE THE FEDERAL ELECTION
COMMISSION OF THE UNITED
STATES OF AMERICA-NO. MUR2008

IN THE MATTER OF:
JOSEPH W. DORSEY, and
CHARLES P. SEXTON, JR.

vs.

ROBERT EDGAR, an individual,
and EDGAR FOR CONGRESS
COMMITTEE, A Political
Committee

RESPONSE OF MRS. ELIA POWERS
TO COMPLAINT OF CHARLES P.
SEXTON, JR. and JOSEPH W.
DORSEY

John N. Gallagher, Jr., Esquire
Law Offices
Richard, Disant, Hamilton, Gallagher & Paul
A. INTERNATIONAL CORPORATION

20 WEST BLOUNT STREET
P. O. BOX 900
MEMPHIS, TENNESSEE 38101

(215) 565-4600

722237504058

PUBLIC DOCUMENT
OFFICIAL BUSINESS

Mr. Charles Snyder

STATEMENT OF DESIGNATION OF COUNSEL

BCC #7108
RECEIVED AT THE FEC

85 JUN 6 PM 2:00

MUR 2008

NAME OF COUNSEL: John M. Gallagher, Jr.

ADDRESS: Richard, DiSanti, Hamilton, Gallagher & Paul
110 West Front St.
Media, PA 19063

TELEPHONE: 215-565-4600

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.

6/5/85
Date

Ella P. Powers
Signature

RESPONDENT'S NAME: Ella P. Powers

ADDRESS: 1002 Mass. Ave. NE Apt. #A
Washington, D. C. 20002

HOME PHONE: 547-3317

BUSINESS PHONE: 225-2011

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RECEIVED
OFFICE OF THE
GENERAL COUNSEL
JUN 6 PM 6:40

S. ETTA POWERS
02 Mass. Ave. NE Apt. #A
shington, D. C. 20002

5040543230

Mr. Charles Snyder
Federal Election Commission
1325 K St. NW 7th Floor
Washingotn, D. C. 20463



LOVE
USA 22

85 JUN 6 PM 12:28

6-CC7678

STATEMENT OF DESIGNATION OF COUNSEL
OFFICE OF THE
GENERAL COUNSEL

MUR 2008

NAME OF COUNSEL: John M. Gallagher, Jr. JUN 5 9:46

ADDRESS: Richard, DiSanti, Hamilton, Gallagher & Paul
110 West Front St.

Media, PA 19063

TELEPHONE: 215-565-4600

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.

6/4/85
Date

Robert W. Edgar
Signature

RESPONDENT'S NAME: U. S. Rep. Robert W. Edgar

ADDRESS: 212 West Front St.
Media, PA 19063

HOME PHONE: 215-565-8267

BUSINESS PHONE: 202-225-2011

85040543231

6100 #7031
Snyder

LAW OFFICES
RICHARD, DISANTI, HAMILTON, GALLAGHER & PAUL
A PROFESSIONAL CORPORATION

HOWARD RICHARD
ALEXANDER A. DISANTI
THOMAS P. HAMILTON, JR.
JOHN M. GALLAGHER, JR.
MICHAEL A. PAUL*
LYN B. SCHOENFELD**
LEONARD V. TENAGLIA
SUE ANN UNGER

PARALEGAL ASSOCIATES
RUTH DEVLIN
JAN BUCKLEY
CATHERINE T. SLOWIK

*PA. & DEL. BAR
**LL.M. IN TAXATION

110 WEST FRONT STREET
MEDIA, PENNSYLVANIA 19063
(215) 588-4800

REPLY TO P.O. BOX 900
MEDIA, PENNSYLVANIA 19063

RECEIVED
OFFICE OF THE
GENERAL COUNSEL
MAY 31 11:00

May 31, 1985

Mr. Charles Snyder
Federal Election Commission
Washington, D.C. 20463

HAND DELIVERED

Re: In the Matter of: JOSEPH W. DORSEY
and CHARLES P. SEXTON, JR. v. ROBERT
EDGAR, an individual, and EDGAR FOR
CONGRESS COMMITTEE, a Political
Committee

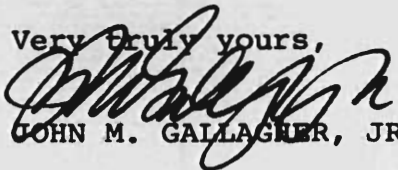
Federal Election Commission
Docket No. MUR 2008

Dear Mr. Snyder:

I am the attorney for the above Respondents, Congressman Robert W. Edgar (7th-PA) and the Edgar for Congress Committee. I have enclosed herewith for filing with the Federal Election Commission the original copy of the Response to Complaint.

We would very much appreciate an expedited handling of this Complaint, if possible. In my opinion, a five-minute reading of the Complaint alone will satisfy any examiner that the Federal Election Commission has no jurisdiction in this matter, because the Complaint fails to implicate the Edgar for Congress Committee in the transaction described in the Complaint.

Very truly yours,


JOHN M. GALLAGHER, JR.

JMG/mtf
Encl.

85040543232

BEFORE THE FEDERAL ELECTION COMMISSION
OF THE UNITED STATES OF AMERICA

IN THE MATTER OF: : MUR 2008
JOSEPH W. DORSEY, and :
CHARLES P. SEXTON, JR. :
 :
vs. :
 :
ROBERT EDGAR, an individual, :
and EDGAR FOR CONGRESS :
COMMITTEE, a Political :
Committee :

RESPONSE TO COMPLAINT

Congressman Robert W. Edgar, of the 7th Congressional District of the Commonwealth of Pennsylvania, and Walter Pierzchala, Treasurer of the Edgar for Congress Committee, 212 West Front Street, Media, Pennsylvania 19063, hereby respond to the Complaint filed as of the above number by Joseph W. Dorsey and Charles P. Sexton, Jr. The Paragraphs of this Response correspond to the similarly numbered paragraphs of the Complaint.

I. Facts:

1.01. The allegations contained in this paragraph are unknown to Respondents because the means of proof thereof are exclusively in the control of one of the Complainants, Charles P. Sexton, Jr., the political patron of one James Scanlan, the

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Auditor of Springfield Township. For the purpose of this Response only, the allegations of the paragraph will be assumed to be true, although Respondents do not waive their right to require strict proof of the allegations, if it is later determined that they are relevant and material.

1.02. Admitted.

1.03. Admitted.

1.04. It is admitted that the Auditor requested cancelled checks of Congressman Robert W. Edgar at the time the alleged tax delinquency was announced. It is denied that the purpose of the Auditor's demand for cancelled checks was to determine the amount of tax that had been lost, and to verify that 124 N. Norwinden Drive was Congressman Edgar's residence. The amount of tax that had been "lost" amounted to \$8.00 per year, or a total of \$9.60 at the time the Auditor made his announcement. Congressman Edgar's Lessor, Mrs. Ella Powers, had failed to pay this tax only because she did not know of the duty to pay the tax, never having rented her house before. Respondents believe, and therefore aver, that the true purpose of the Auditor's announcement and demand for cancelled checks was to publicly embarrass and harass Congressman Edgar, whose

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re-election to the seat from the 7th Congressional District of Pennsylvania was to take place in ten days. Respondents believe and therefore aver that the Auditor made his demand of Congressman Edgar ten days before the election at the request of the Complainants in this Complaint, Joseph W. Dorsey, the chairman of the campaign committee of Congressman Edgar's Republican opponent, and Charles P. Sexton, Jr., the Chairman of the Republican Party in Springfield Township, the place of Congressman Edgar's then residence, and the political patron of the Springfield Township Auditor.

1.05. Admitted.

1.06. Admitted. By way of further response, however, Congressman Edgar rents only the first floor of 124 N. Norwinden Drive, Springfield, the fair market value of which does not exceed \$250.00 per month. The lessor of the property, Mrs. Ella Powers, has reserved to herself in the lease between herself and Congressman Edgar the right to use and occupy the basement and second floor of the property for storage of her furniture and other household goods, and Congressman Edgar's tenancy is limited to the first floor. Additionally, Congressman Edgar's use of the property is much less intensive than the use to which the property would be put by a typical residential tenant,

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because Congressman Edgar's duties and occupation as a member of the United States Congress requires him to spend more time in Washington, D.C., and residing in his residence at Annandale, Virginia, than he spends at his home in Springfield, Pennsylvania. Mrs. Powers regards her current residency in the Washington area, which began in January, 1975, as temporary, and has always intended to return permanently to her residence at 124 N. Norwinden Drive. During the first eight years of her residency in Washington, Mrs. Powers did not rent the Norwinden Drive residence at all, because she did not want it subjected to the wear and tear of tenants. She agreed to rent a portion of her home to Congressman Edgar only because she knew that his use of it would be less intensive than normal tenants, because his duties require his presence in the Washington area more often than not, and because the Norwinden Drive property would only rarely be used by the other members of his family.

1.07. Denied. On the contrary, the transaction between Mrs. Powers and Congressman Edgar was entered into at arms-length; a fair rental is being paid by Congressman Edgar for the property; and Mrs. Powers has not unfairly subsidized the rent paid for Congressman Edgar.

1.08. Denied. See answers to Paragraphs 1.06 and 1.07,

above, which are here incorporated by reference. In addition, the Edgar for Congress Committee does not pay Congressman Edgar's rent or living expenses, and has nothing to do with the transaction between Mrs. Powers and Congressman Edgar.

1.09. It is admitted that there has never been any production of records, lease, cancelled checks or receipts for payment of rent by Congressman Edgar in response to public requests by Mr. Dorsey and Mr. Sexton. By way of further answer, Mr. Dorsey and Mr. Sexton have no authority to make such requests or compel such production. By way of further response, attached hereto is a true and correct copy of the Lease Agreement entered into between Congressman Edgar and Mrs. Powers on August 1, 1983 for the property at 124 N. Norwinden Drive. In or about July, 1984, the parties agreed that the monthly rent would be increased from \$225.00 to \$250.00. By way of further answer, in 1984 Congressman Edgar furnished to Mr. Stuart Rose, the Editor of the Delaware County Daily Times (the newspaper then reporting on this story), copies of his cancelled checks to Mrs. Powers, and authorized Mr. Rose to inspect the checks for any suspected irregularities.

1.10. Admitted. By way of further answer, there was never any such in-kind contribution made to Robert Edgar or the Edgar for Congress Committee.

1.11. Denied.

1.12. It is admitted that Congressman Edgar continued to reside at 124 N. Norwinden Drive through February, 1985, but is denied he paid rent below the fair market value.

II. Violations:

2.01. It is denied that the Edgar for Congress Committee is violating 2 U.S.C. §434(a)(1). On the contrary, all reports of the Edgar for Congress Committee have been filed as required by law.

2.02. It is denied that the Edgar for Congress Committee is in violation and has violated 2 U.S.C. §434(b)(2). On the contrary, the Committee has reported all receipts, including contributions from persons other than political committees.

2.03. Denied. See Paragraph 1.06 and 1.07, above, which are here incorporated by reference.

2.04. It is denied that the Edgar for Congress

Committee violated 2 U.S.C. §434(b)(3). On the contrary, each report of the Committee has set forth the identities of all persons whose aggregate contributions have exceeded \$200.00 within the calendar year.

2.05. It is denied that the Edgar for Congress Committee has violated 2 U.S.C. §434(b)(4). On the contrary, the Committee has reported all expenditures made to meet candidate or Committee operating expenses. By way of further answer, the Committee has never paid Congressman Edgar's rent or other personal expenses.

2.06. It is denied that the Edgar for Congress Committee has violated 2 U.S.C. §434(b)(5)(A). On the contrary, the Committee has reported all expenditures to persons in an aggregate amount in excess of \$200.00 within the calendar year as required by law.

2.07. It is admitted that the Edgar for Congress Committee has not made payment, nor reported payments for the rental of the said property, nor is it required to make payment, or report payments where none have been made. It is denied that Congressman Edgar has not made payment of rent for the said property. On the contrary, Congressman Edgar paid a fair rental

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of \$250.00 per month.

DISCUSSION

It should be apparent on the face of the Complaint that the allegations of the Complaint, even if they were true, are petty and frivolous, and brought before this Commission in bad faith. The fact that the total amount of rent tax due to the Springfield Township Auditor when he held his press conference to denounce Congressman Edgar for rent tax payment delinquency was only \$9.60, should be some indication of the true purpose of Township Auditor and his political boss, the Complainant herein, Mr. Charles Sexton. The other Complainant, Mr. Joseph Dorsey, was the Chairman of the unsuccessful political campaign to unseat Congressman Edgar in 1984.

Even if all of the allegations of the Complaint are admitted, without any explanation whatever, the Complaint would amount to nothing more than an assertion that Congressman Edgar's aide, Mrs. Ella Powers, had rented her house to him for a low rent. The benefit of a low rent, however, would not constitute a contribution to the Edgar for Congress Committee, but rather, to Congressman Edgar, and nothing in the law prohibits such a transaction. Congressman Edgar's Campaign Committee has never paid for his living expenses or rent. In

fact, the Edgar for Congress Committee has absolutely nothing to do with the allegations of fact contained in the Complaint. The Complainants have simply described the transaction between Mrs. Powers and Congressman Edgar, and then have concluded, out of thin air, that the Edgar for Congress Committee must have played some kind of a role in it.

In fact, however, the transaction between Mrs. Powers and Congressman Edgar was at arms length, and the rent paid by Congressman Edgar was fair. As can be seen from the copy of the original Lease between Congressman Edgar and Mrs. Powers, Congressman Edgar's tenancy extends only to the first floor of the house. Mrs. Powers retains control of the second floor and the basement, which she uses for storage of her furniture. Furthermore, because Congressman Edgar, like all Congressmen who attend faithfully to their duties in the Congress, spends more days per week in Washington, and residing at his residence in the Washington area, than he does in Pennsylvania, residing at his residence at 124 N. Norwinden Drive, his use of the rented premises is much less intense than the use to which a typical tenant would put the property. Mrs. Powers intends to return eventually to reside permanently at her property on N. Norwinden Drive, and for that reason did not want to rent the property to a tenant whose reasonable wear and tear upon the property would

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impair its value to Mrs. Powers. Accordingly, Congressman Edgar's limited use of the property made him just the type of tenant that Mrs. Powers wanted. Mrs. Powers' duties also require her to be in the Washington, D.C. area most of the time and she in fact has an apartment in the Washington, D.C. area. By renting the first floor of her property to Congressman Edgar, she is able to get some rental income out of the the property, while retaining enough of it to store her furniture and other valuables that she could not take with her to Washington. Considering that Congressman Edgar rents only a portion of the property, it is only fair that he pay only a portion of the fair rental value of the entire property.

The real reason behind the Complainants' actions in filing this Complaint is neither to see that a proper rental tax is paid for the property, nor to see that the Federal Election Commission requirements are met. Rather, this Complaint was filed by the Complainants with the Commission in total bad faith, solely for the purpose of harrassing Congressman Edgar, whom the Complainants have failed to defeat in congressional elections six times during the past twelve years, notwithstanding the fact that Complainants' political party, the Republican Party, enjoys an overwhelming 2.5-to-1 registration advantage in Congressman Edgar's district.

III. Prayer for Relief:

3.01. Congressman Robert W. Edgar and Walter Pierzchala, Treasurer of the Edgar for Congress Committee, request the Federal Election Committee to dismiss the Complainants' Complaint, with prejudice.

3.02. Congressman Robert W. Edgar and Walter Pierzchala, Treasurer of the Edgar for Congress Committee, request the Federal Election Committee to order the Complainants to pay the Respondents' cost of responding to their frivolous Complaint, including reasonable attorney's fees.


JOHN M. GALLAGHER, JR., ESQUIRE
Attorney for Respondents

DATED: May 30, 1985

RICHARD, DiSANTI, HAMILTON,
GALLAGHER & PAUL
110 West Front Street
P.O. Box 900
Media, Pennsylvania 19063
(215) 565-4600

COMMONWEALTH OF PENNSYLVANIA

:SS

COUNTY OF DELAWARE

The undersigned, having been duly sworn according to law,
deposes and says that the allegations set forth in the within
Response to Complaint are true and correct to the best of her
knowledge, information and belief.

Joan D. Mandle, Ph.D.
JOAN D. MANDLE, Ph.D.
Campaign Manager
EDGAR FOR CONGRESS COMMITTEE

Sworn to and subscribed

before me this 30th day

of May 1985.

Ruth F. Devlin

Notary Public

Ruth F. Devlin, Notary Public
Media, Delaware County, Penna.

My Commission Expires

Jan. 29, 1989

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Mr. Charles Snyder
Federal Election Commission

BOB EDGAR
212 W. Front Street
Media, PA 19063

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Federal Election Committee
1325 K Street, NW
Washington, DC 20463

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STATEMENT OF DESIGNATION OF COUNSEL

RECEIVED AT THE FEC

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MUR 2008

MAY 28 12: 18

NAME OF COUNSEL: John M. Gallagher, Jr.

ADDRESS: 110 W. Front Street

Media, PA 19063

TELEPHONE: (215) 565-4600

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.

May 23, 1985
Date

W. Pierzchala, (pm)
Signature

RESPONDENT'S NAME: Walter Pierzchala

ADDRESS: 212 W. Front Street

Media, PA 19063

HOME PHONE:

BUSINESS PHONE: (215) 565-1166

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212 W. Front Street
Media, PA 19063



Federal Election Committee
1325 K Street, NW
Washington, DC 20463

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Lease Agreement

This Agreement, MADE THE 1st day of AUGUST, 1983, by and between

one thousand nine hundred and

Eighty-Three

(1983)

, by and between

ELLA F. POWERS

(hereinafter called Lessor), of the one part, and

ROBERT W. EDGAR and MERLE EDGAR

(hereinafter called Lessee), of the other part.

WITNESSETH THAT: Lessor does hereby demise and let unto Lessee all that certain Premises 124 North Morwinden Drive, 1st Floor, Springfield

in the County of Delaware State of Pennsylvania, to be used and occupied as
A residential home and for no other purpose, for the term of 6 Months
beginning the 1st day of August, one thousand nine hundred and eighty-three (1983),
and ending the 31st day of January, one thousand nine hundred and eighty-four (1984),
for the minimum semi-annual rental of
ONE THOUSAND THREE HUNDRED AND FIFTY Dollars (\$1,350.00)
lawful money of the United States of America, payable in monthly installments in advance during the said term of this lease, or any renewal
hereof, in sums of TWO HUNDRED AND TWENTY-FIVE Dollars (\$225.00)
on the 1st day of each month, rent to begin from the 1st day of August, 1983.

The first installment to be paid at the time of signing this lease. The first rental payment to be made during the occupancy of the premises shall be adjusted to pro-rate a partial month of occupancy, if any, at the inception of this lease.

Premises are rented as a furnished residential home. Lessee will pay all utilities and will have the utility service switched over into his own name. Lessor will maintain lawn and house and use second floor and basement for storage.

If Lessor is unable to give Lessee possession of the demised premises, as herein provided, by reason of the holding over of a previous occupant, or by reason of any cause beyond the control of the Lessor, the Lessor shall not be liable in damages to the Lessee therefor, and during the period that the Lessor is unable to give possession, all rights and remedies of both parties hereunder shall be suspended, and if Lessor is unable for any reason to give possession of the demised premises within 5 days of Lessee's demand therefor following commencement of the term hereof Lessee shall have the option, by notice to Lessor, to cancel this lease agreement and receive return of any prepaid rents and security deposit in full and final settlement of any and all claims against Lessor.

(a) Lessee agrees to pay as rent in addition to the minimum rental herein reserved any and all sums which may become due by reason of the failure of Lessee to comply with all of the covenants of this lease and any and all damages, costs and expenses which the Lessor may suffer or incur by reason of any default of the Lessee or failure on his part to comply with the covenants of this lease, and each of them, and also any and all damages to the demised premises caused by any act or neglect of the Lessee.

(b) Lessee further agrees to pay as rent in addition to the minimum rental herein reserved all taxes assessed or imposed upon the demised premises and/or the building of which the demised premises is a part during the term of this lease, in excess of and over and above those assessed or imposed at the time of making this lease. The amount due hereunder on account of such taxes shall be apportioned for that part of the first and last calendar years covered by the term hereof. The same shall be paid by Lessee to Lessor on or before the first day of July of each and every year.

(c) Lessee further agrees to pay to Lessor as additional rent all increase or increases in fire insurance premiums upon the demised premises and/or the building of which the demised premises is a part, due to an increase in the rate of fire insurance in excess of the rate on the demised premises at the time of making this lease, if said increase is caused by any act or neglect of the Lessee or the nature of the Lessee's business.

(d) Lessee further agrees to pay as additional rent, if there is a metered water connection to the said premises, all charges for water consumed upon the demised premises in excess of the yearly minimum meter charge and all charges for repairs to the said meter or meters on the premises, whether such repairs are made necessary by ordinary wear and tear, freezing, hot water, accident or other cause, immediately when the same become due.

(e) Lessee further agrees to pay as additional rent, if there is a metered water connection to said premises, all sewer rental or charges for use of sewers, sewage system, and sewage treatment works servicing the demised premises in excess of the yearly minimum of such sewer charges, immediately when the same become due.

All rent shall be payable without prior notice or demand at the office of Lessor, 2442 Bayburn N.O.D. Washington, DC 20515 or at such other place as Lessor may from time to time designate by notice in writing.

Lessee covenants and agrees that he will without demand

(a) Pay the rent and all other charges herein reserved as rent at the times and at the place that the same are payable, without fail; and if Lessor shall at any time or times accept said rent or rent charges after the same shall have become delinquent, such acceptance shall not excuse delay upon subsequent occasions, or constitute or be construed as a waiver of any of Lessor's rights. Lessee agrees that any charge or payment herein reserved, included, or agreed to be treated or collected as rent and/or any other charges, expenses, or costs herein agreed to be paid by Lessee may be proceeded for and recovered by Lessor by legal process in the same manner as rent due and in arrears.

(b) Keep the demised premises clean and free from all ashes, dirt and other refuse matter; replace all glass windows, doors, etc., broken; keep all waste and drain pipes open; repair all damage to plumbing and to the premises in general; keep the same in good order and repair as they are now, reasonable wear and tear and damage by accidental fire or other casualty not occurring through negligence of Lessee or those employed by or acting for Lessee alone excepted. The Lessee agrees to surrender the demised premises in the same condition in which Lessee has herein agreed to keep the same during the continuance of this lease.

(c) Comply with any requirements of any of the constituted public authorities, and with the terms of any State or Federal statute or local ordinance or regulation applicable to Lessee or his use of the demised premises, and give Lessor harmless from penalties, fines, costs or damages resulting from failure so to do.

(d) Use every reasonable precaution against fire.

(e) Comply with rules and regulations of Lessor promulgated as hereinafter provided.

(f) Peaceably deliver up and surrender possession of the demised premises to the Lessor at the expiration or sooner termination of this lease, promptly delivering to Lessor at his office all keys for the demised premises.

(g) Give to Lessor prompt written notice of any accident, fire, or damage occurring on or to the demised premises.

(h) Lessee shall be responsible for the condition of the pavement, curb, cellar doors, awnings and other erections in the pavement during the term of this lease; shall keep the pavement free from snow and ice; and shall be and hereby agrees that Lessee is solely liable for any accidents, due or alleged to be due to their defective condition, or to any accumulations of snow and ice.

(i) The Lessee agrees that if, with the permission in writing of Lessor, Lessee shall vacate or decide at any time during the term of this lease, or any renewal thereof, to vacate the herein demised premises prior to the expiration of this lease, or any renewal hereof, Lessee will not cause or allow any other agent to represent Lessee in any sub-letting or reletting of the demised premises other than an agent approved by the Lessor and that should Lessee do so, or attempt to do so, the Lessor may remove any signs that may be placed on or about the demised premises by such other agent without any liability to Lessor or to said agent, the Lessee assuming all responsibility for such action.

(j) Indemnify and save Lessor harmless from any and all loss occasioned by Lessee's breach of any of the covenants, terms and conditions of this lease, or caused by his family, guests, visitors, agents and employees.

Lessee covenants and agrees that he will do none of the following things without first obtaining the consent, in writing of Lessor, which consent Lessor shall not unreasonably withhold, and without providing Lessor with reimbursement for any expenses incurred or incidental to Lessor's proposed action.

(a) Occupy the demised premises in any other manner or for any other purpose than as above set forth.

(b) Assign, mortgage or pledge this lease or sub-lease the demised premises, or any part thereof, or permit any other person, firm or corporation to occupy the demised premises, or any part thereof, nor shall any assignee or sub-lessee assign, mortgage or pledge this lease or such sub-lease, without an additional written consent by the Lessor, and without such consent no such assignment, mortgage or pledge shall be valid. If the Lessee becomes embarrassed or insolvent, or makes an assignment for the benefit of creditors, or if a petition in bankruptcy is filed by or against the Lessor or a bill in equity or other proceeding for the appointment of a receiver for the Lessee is filed, or if the real or personal property of the Lessee shall be sold or levied upon by any Sheriff, Marshal or Constable, the same shall be a violation of this covenant.

1. Parties

2. Premises

3. Term

4. Minimum Rent

5. Liability to give Possession

6. Additional Rent (a) Damages for Default

(b) Taxes

(c) Fire Insurance Premiums

(d) Water Rent

7. Place of Payment

8. Affirmative Covenants of Lessee (a) Payment of Rent

(b) Cleaning, Repairs, etc.

(c) Requirements of Public Authorities

(d) Fire

(e) Rules and Regulations

(f) Surrender of Possession

(g) Notice of Fire, etc.

(h) Condition of Pavement

(i) Agency on Removal

(j) Indemnification

9. Negative Covenants of Lessee

(a) Use of Premises

(b) Assignment and Subletting

(c) Assignment and Subletting

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My

John P. Rivera
John W. Ryan

LESSOR

LESSOR

LESSOR

SEALED AND DELIVERED IN THE
PRESENCE OF:

In Witness Whereof, the parties hereto have executed these presents the day and year first above written, and intend to be legally
bound thereby.

LEASE

CITY OF WASHINGTON
DISTRICT OF COLUMBIA
FOR VALUE RECEIVED

hereby assign, transfer and set over unto

Executors, Administrators and assigns all
right, title and interest in the within

and all benefits and advantages to be derived therefrom.

WITNESS my hand and seal this 3rd day of August A.D. 1913

SEALED IN THE PRESENCE OF

Charles A. Mulla

Charles A. Mulla
Notary Public, Dist. of Columbia
Commission Expires, Sept. 30, 1914

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- 15. Further Remedies of Lessor
- 16. Confession of Judgment for Money
- 17. Confession of Judgment for Real Property
- 18. Affidavit of Defect
- 19. Waiver by Lessor of Errors, Rights of Appeal, Etc., Remedies, Remedies
- 20. Right of Assignment of Lessor
- 21. Remedies Cumulative
- 22. Condemnation
- 23. Subordination
- 24. Termination of Lease
- 25. Notices
- 26. Lease Contains all Agreements
- 27. Heirs and Assigns
- 28. Security Deposit
- 29. Headings no part of Lease

Lessor as Lessee's agent to collect the rents due from such assignee or sub-lessee and apply the same to the rent due hereunder without in any way affecting Lessee's obligation to pay any unpaid balance of rent due hereunder; or

(2) At the option of Lessor, this lease and the terms hereby created shall determine and become absolutely void without any right on the part of Lessee to renege this lease by payment of any sum due or by other performance of any condition, term, or covenant broken; whereupon, Lessor shall be entitled to recover damages for such breach in an amount equal to the amount of rent reserved for the balance of the term of this lease, less the fair rental value of the said demised premises for the remainder of the lease term.

In the event of any default as above set forth in Section 14, Lessor, or anyone acting on Lessor's behalf, at Lessor's option:

(a) May let said premises or any part or parts thereof to such person or persons as may, in Lessor's discretion, be best; and Lessee shall be liable for any loss of rent for the balance of the then current term. Any such re-entry or re-letting by Lessor under the terms hereof shall be without prejudice to Lessor's claim for actual damages, and shall under no circumstances, release Lessee from liability for such damages arising out of the breach of any of the covenants, terms, and conditions of this lease.

(b) May proceed as a secured party under the provisions of the Uniform Commercial Code against the goods in which Lessor has been granted a security interest pursuant to Section 13 (g) hereof; and

(c) May have and exercise any and all other rights and/or remedies, granted or allowed landlords by any existing or future Statute, Act of Assembly, or other law of this state in cases where a landlord seeks to enforce rights arising under a lease agreement against a tenant who has defaulted or otherwise breached the terms of such lease agreement; subject, however, to all of the rights granted or created by any such Statute, Act of Assembly, or other law of this state existing for the protection and benefit of tenants; and

(d) May have and exercise any and all other rights and remedies contained in this lease agreement, including the rights and remedies provided by Sections 16 and 17 hereof.

Lessee covenants and agrees that if the rent and/or any charges reserved in this lease as rent (including all accelerations of rent permissible under the provisions of this lease) shall remain unpaid five (5) days after the same is required to be paid, then and in that event, Lessor may cause judgment to be entered against Lessee, and for that purpose Lessee hereby authorizes and empowers Lessor or any Prothonotary, Clerk of Court or Attorney of any Court of Record to appear for Lessee and to confess judgment against Lessee for the possession of real property, and Lessee further agrees that a Writ of Possession pursuant thereto may issue forthwith, for which authorization to confess judgment and for the issuance of a writ or writs of possession pursuant thereto, this lease, or a true and correct copy thereof, shall be sufficient warrant. Lessee further covenants and agrees, that if for any reason whatsoever, after said action shall have commenced the action shall be terminated and the possession of the premises demised hereunder shall remain in or be restored to Lessee, Lessor shall have the right upon any subsequent default or defaults, or upon the termination of this lease as above set forth to commence successive actions for possession of real property and to cause the entry of successive judgments by confession in Ejectment for possession of the premises demised hereunder.

In any procedure or action to enter judgment by Confession for Money pursuant to Section 16 hereof, or to enter judgment by Confession in Ejectment for possession of real property pursuant to Section 17 hereof, if Lessor shall first cause to be filed in such action an affidavit or averment of the facts constituting the default or occurrence of the condition precedent, or event, the happening of which default, occurrence, or event authorizes and empowers Lessor to cause the entry of judgment by confession, such affidavit or averment shall be conclusive evidence of such facts, defaults, occurrences, conditions precedent, or events; and if a true copy of this lease (and of the truth of which such affidavit or averment shall be sufficient evidence) be filed in such procedure or action, it shall not be necessary to file the original as a Warrant of Attorney, any rule of court, custom, or practice to the contrary notwithstanding.

Lessee hereby releases to Lessor and to any and all attorneys who may appear for Lessee all errors in any procedure or action to enter judgment by Confession by virtue of the warrants of attorney contained in this lease, and all liability therefor. Lessee further authorizes the Prothonotary or any Clerk of any Court of Record to issue a Writ of Execution or other process, and further agrees that real estate may be sold on a Writ of Execution or other process. If proceedings shall be commenced to recover possession of the demised premises either at the end of the term or sooner termination of this lease, or for non-payment of rent or for any other reason, Lessee specifically waives the right to the three (3) months' notice to quit and/or the fifteen (15) or thirty (30) days' notice to quit required by the Act of April 6, 1951, P.L. 69, as amended, and agrees that five (5) days' notice shall be sufficient in either or any such case.

The right to enter judgment against Lessee by confession and to enforce all of the other provisions of this lease herein provided for may at the option of any assignee of this lease, be exercised by any assignee of the Lessor's right, title and interest in this lease in his, her, or their own name, any statute, rule of court, custom, or practice to the contrary notwithstanding.

All of the remedies hereinbefore given to Lessor and all rights and remedies given to it by law and equity shall be cumulative and concurrent. No determination of this lease or the taking or recovering possession of the premises shall deprive Lessor of any of its remedies or actions against the Lessee for rent due at the time or which under the terms hereof would in the future become due as if there had been no determination, nor shall the bringing of any action for rent or breach of covenant, or the resort to any other remedy herein provided for the recovery of rent be construed as a waiver of the right to obtain possession of the premises.

In the event that the premises demised herein, or any part thereof, is taken or condemned for a public or quasi-public use, this lease shall, as to the part so taken, terminate as of the date title shall vest in the condemnor, and rent shall abate in proportion to the square feet of leased space taken or condemned or shall cease if the entire premises be so taken. In either event the Lessee waives all claims against the Lessor by reason of the complete or partial taking of the demised premises.

This Agreement of Lease and all its terms, covenants and provisions are and each of them is subject and subordinate to any lease or other arrangement or right to possession, under which the Lessor is in Control of the demised premises, to the rights of the owner or owners of the demised premises and of the land or buildings of which the demised premises are a part, to all rights of the Lessor's landlord and to any and all mortgages and other encumbrances upon the demised premises or upon the land and/or the buildings containing the same; and Lessee expressly agrees that if Lessor's tenancy, control, or right to possession shall terminate either by expiration, forfeiture or otherwise, then this lease shall thereupon immediately terminate and the Lessee shall, thereupon, give immediate possession; and Lessee hereby waives any and all claims for damages or otherwise by reason of such termination as aforesaid.

It is hereby mutually agreed that either party hereto may determine this lease at the end of said term by giving to the other party written notice thereof at least **1 MONTH** prior thereto, but in default of such notice, this lease shall continue upon the same terms and conditions in force immediately prior to the expiration of the term hereof as are herein contained for a further period of **6 MONTHS**..... and so on from **6-MONTH PERIOD** to **6-MONTH PERIOD** unless or until terminated by either party hereto, giving the other **1 MONTH'S** written notice for removal previous to expiration of the then current term; PROVIDED, however, that should this lease be continued for a further period under the terms hereinabove mentioned, any allowances given Lessee on the rent during the original term shall not extend beyond such original term, and further provided, however, that if Lessor shall have given such written notice prior to the expiration of any term hereby created, of his intention to change the terms and conditions of this lease, and Lessee shall not within **15 DAYS** days from such notice notify Lessor of Lessee's intention to vacate the demised premises at the end of the then current term. Lessee shall be considered as Lessee under the terms and conditions mentioned in such notice for a further term as above provided, or for such further term as may be stated in such notice. In the event that Lessee shall give notice, as stipulated in this lease, of intention to vacate the demised premises at the end of the present term, or any renewal or extension thereof, and shall fail or refuse to so vacate the same on the date designated by such notice, then it is expressly agreed that Lessor shall have the option either (a) to disregard the notice so given as having no effect, in which case all the terms and conditions of this lease shall continue thereafter with full force precisely as if such notice had not been given, or (b) Lessor may, at any time within thirty days after the present term or any renewal or extension thereof, as aforesaid, give the said Lessee ten days' written notice of his intention to terminate the said lease; whereupon the Lessee expressly agrees to vacate said premises at the expiration of the said period of ten days specified in said notice. All power granted to Lessor by this lease may be exercised and all obligations imposed upon Lessee by this lease shall be performed by Lessee as well during any extension of the original term of this lease as during the original term itself.

REGULAR MAIL

All notices must be given by ~~registered mail~~ **REGULAR MAIL**.

It is expressly understood and agreed by and between the parties hereto that this lease and the riders attached hereto and forming a part hereof set forth all the promises, agreements, conditions and understandings between Lessor or his Agent and Lessee relative to the demised premises, and that there are no promises, agreements, conditions or understandings, either oral or written, between them other than herein set forth. It is further understood and agreed that, except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors and assigns of said parties; and if there shall be more than one Lessee, they shall all be bound jointly and severally by the terms, covenants and agreements herein, and the word "Lessee" shall be deemed and taken to mean each and every person or party mentioned as a Lessee herein, to be the same one or more; and if there shall be more than one Lessee, any notice required or permitted by the terms of this lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The words "his" and "him" wherever stated herein, shall be deemed to refer to the "Lessor" or "Lessee" whether such Lessor or Lessee be singular or plural and irrespective of gender. No rights, however, shall inure to the benefit of any assignee of Lessee unless the assignment to such assignee has been approved by Lessor in writing as aforesaid.

Lessee does hereby deposit with Lessor the sum of _____ Dollars, to be held as security for the full and faithful performance by Lessee of Lessee's obligations under this Lease and for the payment of damages to the demised premises. Said security deposit is to be held by Lessor as an Escrow Fund pursuant to the terms and provisions of the Penna. Act of Assembly approved December 29, 1972, Act No. 363. Except for such sum as shall be lawfully applied by Lessor to satisfy valid claims against Lessee arising from defaults under this lease or by reason of damages to the demised premises, the Escrow Fund shall be returned to Lessee at the expiration of the term of this lease or any renewals or extensions thereof but as provided for in the said Act of Assembly. It is understood that no part of any security deposit or Escrow Fund is to be considered as the last rental due under the terms of the lease.

Any headings preceding the text of the several paragraphs and sub-paragraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this lease nor shall they affect its meaning, construction or effect.

- (h) Alterations
- (i) Improvements
- (j) Machinery
- (k) Weights
- (l) Fire Insurance
- (m) Removal of Goods
- (n) Vacate Premises
- 10. Lessor's Rights
- (a) Inspection of premises
- (b) Rules and Regulations
- (c) Sale or Rent Sign
- (d) Discontinue Facilities and Service
- 11. Responsibility of Lessee
- (a) Total Destruction of Premises
- (b) Partial Destruction of Premises
- (c) Repairs by Lessor
- (d) Damage for Interruption of Use
- (e) Representation of Condition of Premises
- (f) Zoning
- 12. Miscellaneous Agreements and Conditions
- (a) Effect of the Rent or Bonus
- (b) Agency
- (c) Waiver of Counsel
- (d) Conduct of Lessee
- (e) Failure of Lessee to Repair
- (f) Waiver of Subrogation
- (g) Security Interest
- 14. Remedies of Lessor

(c) Place or allow to be placed any stand, booth, sign or show case upon the doorsteps, vestibules or outside walls or pavements of said premises, or paint, place, erect or cause to be painted, placed or erected any sign, projection or device on or in any part of the premises. Lessee shall remove any sign, projection or device painted, placed or erected, if permission has been granted and restore the walls, etc., to their former condition, at or prior to the expiration of this lease. In case of the breach of this covenant (in addition to all other remedies given to Lessor in case of the breach of any conditions or covenants of this lease) Lessor shall have the privilege of removing said stand, booth, sign, show case, projection or device, and restoring said walls, etc., to their former condition, and Lessee, at Lessor's option, shall be liable to Lessor for any and all expenses so incurred by Lessor.

(d) Make any alterations, improvements, or additions to the demised premises. All alterations, improvements, additions or fixtures, whether installed before or after the execution of this lease, shall remain upon the premises at the expiration or sooner determination of this lease and become the property of Lessor, unless Lessor shall, prior to the determination of this lease, have given written notice to Lessee to remove the same, in which event Lessee will remove such alterations, improvements and additions and restore the premises to the same good order and condition in which they now are. Should Lessee fail so to do, Lessor may do so, reflecting, at Lessor's option, the cost and expense thereof from Lessee as additional rent.

(e) Use or operate any machinery that, in Lessor's opinion, is harmful to the building or disturbing to other tenants occupying other parts thereof.

(f) Place any weights in any portion of the demised premises beyond the safe carrying capacity of the structure.

(g) Do or suffer to be done, any act, matter or thing objectionable to the fire insurance companies whereby the fire insurance or any other insurance now in force or hereafter to be placed on the demised premises, or any part thereof, or on the building of which the demised premises may be a part, shall become void or suspended, or whereby the same shall be rated as a more hazardous risk than at the date of execution of this lease, or employ any person or persons objectionable to the fire insurance companies or carry or have any business or expensive matter of any kind in and about the demised premises. In case of a breach of this covenant (in addition to all other remedies given to Lessor in case of the breach of any of the conditions or covenants of this lease) Lessee agrees to pay to Lessor as additional rent any and all increases or increases of premiums on insurance carried by Lessor on the demised premises, or any part thereof, or on the building of which the demised premises may be a part, caused in any way by the occupancy of Lessee.

(h) Remove, attempt to remove or manifest an intention to remove Lessee's goods or property from or out of the demised premises otherwise than in the ordinary and usual course of business, without having first paid and satisfied Lessor for all rent which may become due during the entire term of this lease.

(i) Vacate or desert said premises during the term of this lease, or permit the same to be empty and unoccupied.

Lessee covenants and agrees that Lessor shall have the right to do the following things and matters in and about the demised premises:

(a) At all reasonable times by himself or his duly authorized agents to go upon and inspect the demised premises and every part thereof, and/or at his option to make repairs, alterations and additions to the demised premises or the building of which the demised premises is a part.

(b) At any time or times and from time to time make such reasonable rules and regulations as may be necessary or desirable for the safety, care, and cleanliness of the demised premises and/or of the building of which the demised premises is a part and of real and personal property contained therein and for the preservation of good order. Such rules and regulations shall, when communicated in writing to Lessee, form a part of this lease.

(c) To display a "For Sale" sign at any time, and also, after notice from either party of intention to determine this lease, or at anytime within three months prior to the expiration of this lease, a "For Rent" sign, or both "For Rent" and "For Sale" signs; and all of said signs shall be placed upon such part of the premises as Lessor may elect and may contain such matter as Lessor shall require. Persons authorized by Lessor may inspect the premises at reasonable hours during the said periods.

(d) Lessor may discontinue at any time, any or all facilities furnished and services rendered by Lessor not expressly covenanted for herein or required to be furnished or rendered by law; it being understood that they constitute no part of the consideration for this lease.

(e) Lessee agrees to relieve and hereby relieves Lessor from all liability by reason of any injury or damage to any person or property in the demised premises, whether belonging to the Lessee or any other person caused by any fire, breakage, or leakage in any part or portion of the building of which the demised premises is a part or from water, rain or snow that may leak into, issue or flow from any part of the said premises, or of the building of which the demised premises is a part, from the drains, pipes, or plumbing work of the same, or from any place or quarter, unless such breakage, leakage, injury or damage be caused by or result from the negligence of Lessor or its servants or agents.

(f) Lessee also agrees to relieve and hereby relieves Lessor from all liability by reason of any damage or injury to any property or to Lessee or Lessee's guests, servants or employees which may arise from or be due to the use, misuse or abuse of all or any of the elevators, hatches, openings, stairways, hallways of any kind whatsoever which may exist or hereafter be erected or constructed on the said premises or the sidewalks surrounding the building of which may arise from defective construction, failure of water supply, light, power, electric wiring, plumbing or machinery, wind, lightning, storm or any other cause whatsoever on the said premises or the building of which the demised premises is a part, unless such damage, injury, use, misuse or abuse be caused by or result from the negligence of Lessor, its servants or agents.

(g) In the event the demised premises are totally destroyed or so damaged by fire or other casualty that, in the opinion of a licensed architect retained by Lessor, the same cannot be repaired and restored within ninety days from the happening of such injury this lease shall absolutely cease and determine, and the rent shall abate for the balance of the term.

(h) If the damage be only partial and such that the premises can be restored, in the opinion of a licensed architect retained by Lessor, to approximately their former condition within ninety days from the date of the casualty loss Lessor may, at Lessor's option, restore the same with reasonable promptness, reserving the right to enter upon the demised premises for that purpose. Lessor reserves the right to enter upon the demised premises whenever necessary to repair damage caused by fire or other casualty to the building of which the demised premises is a part, even though the effect of such entry be to render the demised premises or a part thereof untenable. In either event the rent shall be apportioned and suspended during the time Lessor is in possession, taking into account the proportion of the demised premises rendered untenable and the duration of Lessor's possession. If a dispute arises as to the amount of rent due under this clause, Lessee agrees to pay the full amount claimed by Lessor, but Lessee shall have the right to proceed by law to recover the excess payment, if any.

(i) Lessor shall make such election to repair the premises or terminate this lease by giving notice thereof to Lessee at the leased premises within thirty days from the day Lessor received notice that the demised premises had been destroyed or damaged by fire or other casualty.

(j) Except to the extent hereinbefore provided, Lessor shall not be liable for any damage, compensation, or claim by reason of the necessity of repairing any portion of the building, the interruption in the use of the premises, any inconvenience or annoyance arising as a result of such repairs or interruption, or the termination of this lease by reason of damage to or destruction of the premises.

(k) Lessor has let the demised premises in their present "as is" condition and without any representations, other than those specifically endorsed hereon by Lessor, through its officers, employees, servants and/or agents. It is understood and agreed that Lessor is under no duty to make repairs, alterations, or decorations at the inception of this lease or at any time thereafter unless such duty of Lessor shall be set forth in writing endorsed hereon.

(l) It is understood and agreed that the Lessor hereof does not warrant or undertake that the Lessee shall be able to obtain a permit under any Zoning Ordinance or Regulation for such use as Lessee intends to make of the said premises, and nothing in this lease contained shall obligate the Lessor to assist Lessee in obtaining said permit; the Lessee further agrees that in the event a permit cannot be obtained by Lessee under any Zoning Ordinance or Regulation, this lease shall not terminate without Lessor's consent, and the Lessee shall use the premises only in a manner permitted under such Zoning Ordinance or Regulation.

(m) No contract entered into or that may be subsequently entered into by Lessor with Lessee, relative to any alterations, additions, improvements or repairs, nor the failure of Lessor to make such alterations, additions, improvements or repairs as required by any such contract, nor the making by Lessor or his agents or contractors of such alterations, additions, improvements or repairs shall in any way affect the payment of the rent or said other charges at the time specified in this lease, except to the extent and in the manner hereinbefore provided.

(n) It is hereby expressly agreed and understood that the said _____ is acting as agent only and shall not in any event be held liable to the owner or to Lessee for the fulfillment or non-fulfillment of any of the terms or conditions of this lease, or for any action or proceedings that may be taken by the owner against Lessee, or by Lessee against the owner.

(o) It is hereby covenanted and agreed, any law, usage or custom to the contrary notwithstanding, that Lessor shall have the right at all times to enforce the covenants and provisions of this lease in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of the Lessee in refraining from so doing at any time or times; and, further, that the failure of Lessor at any time or times to enforce his rights under said covenants and provisions strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions and covenants of this lease or as having in any way or manner modified the same.

(p) This lease is granted upon the express condition that Lessee and/or the occupants of the premises herein leased shall not conduct themselves in a manner which is improper or objectionable, and if at any time during the term of this lease or any extension or continuation thereof Lessee or any occupier of the said premises shall have conducted himself in a manner which is improper or objectionable, Lessee shall be taken to have broken the covenants and conditions of this lease, and Lessor will be entitled to all of the rights and remedies granted and reserved herein, for the Lessee's failure to observe all of the covenants and conditions of this lease.

(q) In the event of the failure of Lessee promptly to perform the covenants of Section 8 (b) hereof, Lessor may go upon the demised premises and perform such covenants, the cost thereof, at the sole option of Lessor, to be charged to Lessee as additional and delinquent rent.

(r) Lessor and Lessee hereby agree that all insurance policies which each of them shall carry to insure the demised premises and the contents therein against casualty loss, and all liability policies which they shall carry pertaining to the use and occupancy of the demised premises shall contain waivers of the right of subrogation against Lessor and Lessee herein, their heirs, administrators, successors, and assigns.

(s) Lessee hereby grants to Lessor a security interest under the Uniform Commercial Code in all of Lessee's goods and property in, on, or about the demised premises. Said security interest shall secure unto Lessor the payment of all rent (and charges collectible or reserved as rent) hereunder which shall become due under the provisions of this lease. Lessee hereby agrees to execute, upon request of Lessor, such financing statements as may be required under the provisions of the said Uniform Commercial Code to perfect a security interest in Lessee's said goods and property.

If the Lessee:

(a) Does not pay in full when due any and all installments of rent and/or any other charge or payment herein reserved, included, or agreed to be treated or collected as rent and/or any other charge, expense, or cost herein agreed to be paid by the Lessee, or

(b) Violates or fails to perform or otherwise breaks any covenant or agreement herein contained; or

(c) Vacates the demised premises or removes or attempts to remove or manifests an intention to remove any goods or property therefrom otherwise than in the ordinary and usual course of business without having first paid and satisfied the Lessor in full for all rent and other charges then due or that may thereafter become due until the expiration of the then current term, above mentioned; or

(d) Becomes embarrassed or insolvent, or makes an assignment for the benefit of creditors, or if a petition in bankruptcy is filed by or against Lessee or a complaint in equity or other proceedings for the appointment of a receiver for Lessee is filed, or if proceedings for reorganization or for composition with creditors under any State or Federal law be instituted by or against Lessee, or if the real or personal property of Lessee shall be levied upon or be sold, or if for any other reason Lessor shall, in good faith, believe that Lessee's ability to comply with the covenants of this lease, including the prompt payment of rent hereunder, is or may become impaired, thereupon:

(1) The whole balance of rent and other charges, payments, costs, and expenses herein agreed to be paid by Lessee, or any part thereof, and also all costs and officers' commissions including watchmen's wages shall be taken to be due and payable and in arrears as if by the terms and conditions of this lease all future rent and other charges, payments, costs, and expenses were on that date payable in advance. Further

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Robert W. Edgell

Mrs. Charles Snyder



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

May 22, 1985

Mr. Joseph W. Dorsey
478 McDade Boulevard
Collingsdale, Pennsylvania 19023

Dear Mr. Dorsey:

This letter is to acknowledge receipt of your complaint which we received on May 17, 1985 against Robert Heger and Brian For Congress Committee, which alleges violations of the Federal Election Campaign laws. A staff member has been assigned to analyze your allegations. The respondents will be notified of this complaint within five days.

You will be notified as soon as the Commission takes final action on your complaint. Should you have or receive any additional information in this matter, please forward it to this office. We suggest that this information be sworn to in the same manner as your original complaint. For your information, I have attached a brief description of the Commission's procedure for handling complaints. If you have any questions, please contact Cheryl Thomas at (202) 533-4143.

Sincerely,

Charles N. Steele
General Counsel


Mr. Kenneth A. Trice
Associate General Counsel

Enclosure

85040543254



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

May 22, 1955

Mr. Charles G. Sexton, Jr.
481 North State Road
Hartsville, Pennsylvania 19223

Dear Mr. Sexton:

This letter is to acknowledge receipt of your complaint which we received on May 17, 1955 against Robert Edgar and Edgar for Congress Committee, which alleges violations of the Federal Election Campaign laws. A staff member has been assigned to analyze your allegations. The respondents will be notified of this complaint within five days.

You will be notified as soon as the Commission takes final action on your complaint. Should you have or receive any additional information in this matter, please forward it to this office. We suggest that this information be sworn to in the same manner as your original complaint. For your information, we have attached a brief description of the Commission's procedure for handling complaints. If you have any questions, please contact Cheryl Thomas at (202) 537-4143.

Sincerely,

Charles N. Steele
General Counsel

[Signature]
By: Kenneth A. Gross
Associate General Counsel

Enclosure

85040543255



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

May 20, 1985

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Bob Edgar
Riddle Glen Condominiums
1015 West Baltimore Pike
Media, Pennsylvania

Dear Mr. Edgar:

This letter is to notify you that on May 17, 1985 the Federal Election Commission received a complaint which alleges that the Edgar for Congress Committee and you, may have violated certain sections of the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 2028. Please refer to this number in all future correspondence.

Under the Act, you have the opportunity to demonstrate, in writing, that no action should be taken against the Edgar for Congress Committee and you in connection with this matter. Your response must be submitted within 15 days of receipt of this letter. If no response is received within 15 days, the Commission may take further action based on the available information.

Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. Where appropriate, statements should be submitted under oath.

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

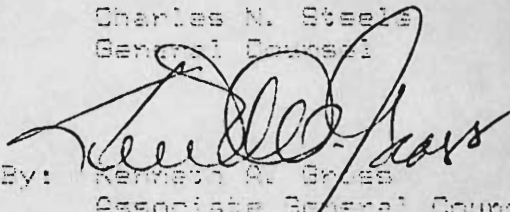
If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address and telephone number of such counsel, and a statement authorizing such counsel to receive any notifications and other communications from the Commission.

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If you have any questions, please contact Charles Bryder the staff member assigned to this matter at (202) 523-4000. For your information, we have attached a brief description of the Commission's procedure for handling complaints.

Sincerely,

Charles N. Steele
General Counsel


By: Kenneth A. Giles
Associate General Counsel

Enclosures

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

85040543257



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

May 20, 1985

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Walter A. Pierzchala, Treasurer
Edgar for Congress Committee
212 West Front Street
Media, Pennsylvania

Dear Mr. Pierzchala:

This letter is to notify you that on May 17, 1985 the Federal Election Commission received a complaint which alleges that the Edgar for Congress Committee and you, as treasurer, may have violated certain sections of the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 2008. Please refer to this number in all future correspondence.

Under the Act, you have the opportunity to demonstrate, in writing, that no action should be taken against the Edgar for Congress Committee and you, as treasurer, in connection with this matter. Your response must be submitted within 15 days of receipt of this letter. If no response is received within 15 days, the Commission may take further action based on the available information.

Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. Where appropriate, statements should be submitted under oath.

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

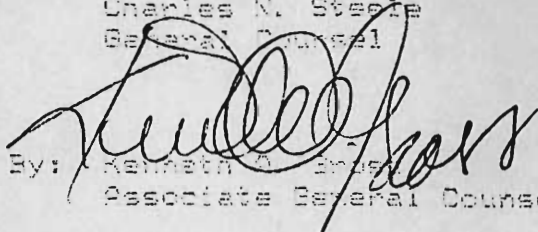
If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address and telephone number of such counsel, and a statement authorizing such counsel to receive any notifications and other communications from the Commission.

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If you have any questions, please contact Charles Snyder
the staff member assigned to this matter at (202) 523-4000.
For your information, we have attached a brief description of the
Commission's procedure for handling complaints.

Sincerely,

Charles N. Steele
General Counsel


By: Kenneth A. Bruse
Associate General Counsel

Enclosures

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

85040543259



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

MAY 22, 1972

REGISTERED MAIL
RETURN RECEIPT 990138750

Mrs. Ella (Gaye) Powers
608 Massachusetts Avenue, N.E.
Washington, D.C. 20002

Dear Mrs. Powers:

This letter is to notify you that on May 17, 1972 the Federal Election Commission received a complaint which alleges that you may have violated certain sections of the Federal Election Campaign Act of 1971, as amended (P.L. 92-225). A copy of the complaint is enclosed. We have numbered this matter 72-5572. Please refer to this number in all future correspondence.

Under the Act, you have the opportunity to demonstrate, in writing, that no action should be taken against you in connection with this matter. Your response must be submitted within 15 days of receipt of this letter. If no response is received within 15 days, the Commission may take further action based on the available information.

Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. Where appropriate, statements should be submitted under oath.

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

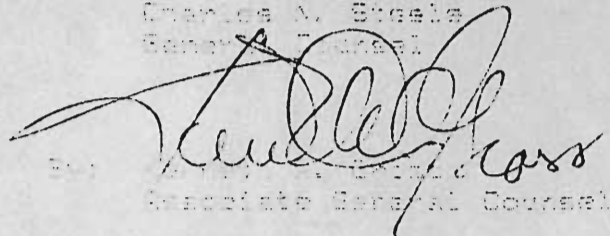
If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address and telephone number of such counsel, and a statement authorizing such counsel to receive any communications and copies of documents from the Commission.

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If you have any questions, please contact Charles Snyder
the staff member assigned to this matter at (202) 523-4002.
For your information, we have attached a brief description of the
Commission's procedure for handling complaints.

Sincerely,

Charles A. Steele
General Counsel


Charles A. Steele
Associate General Counsel

Enclosures

1. Complaint
2. Procedure
3. Description of Counsel Statement

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

SENSITIVE

MEMORANDUM TO: THE COMMISSION
FROM: MARJORIE W. EMMONS/JODY C. RANSOM *JCR*
DATE: MAY 20, 1985
SUBJECT: MUR 2008 - ORIGINAL COMPLAINT

The attached has been circulated for your
information.

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Attachment

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BEFORE THE FEDERAL ELECTION COMMISSION
OF THE UNITED STATES OF AMERICA

In the matter of:

Joseph W. Dorsey, and
Charles P. Sexton, Jr.

v.

Robert Edgar, an individual, and
Edgar for Congress Committee,
a political committee.

COMPLAINT

Joseph W. Dorsey, an adult individual, residing at 400 MacDade Boulevard, Collingdale, Pennsylvania; and Charles P. Sexton, Jr., an adult individual, residing at 421 North State Road, Springfield, Pennsylvania, file this Complaint and the attached Exhibits pursuant to 2 U.S.C. 437 (g) (a) against Bob Edgar, an individual, residing at Riddle Glen Condominiums, 1016 West Baltimore Pike, Media, Pennsylvania; and Edgar for Congress Committee, a political committee located at 212 West Front Street, Media, Pennsylvania.

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25 MAY 17 4: 42

RECEIVED
GENERAL COUNSEL
FEDERAL ELECTION COMMISSION

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1. FACTS:

1.01 On Tuesday, October 23, 1984, the auditor of Springfield Township (Delaware County) determined that the property at 124 Norwinden Drive, Springfield, Pennsylvania was tax delinquent through failure to pay the Township tax of three-tenths of one percent of gross rent.

1.02 On Wednesday, October 24, 1984, the auditor of Springfield Township (Delaware County) announced publicly that the property at 124 Norwinden Drive was tax delinquent and belonged to Mrs. Ella (Skip) Powers, currently residing in Washington, D.C. and employed as an aide to Congressman Bob Edgar.

1.03 The auditor further determined that 124 Norwinden Drive was the stated, legal residence of Congressman Bob Edgar within the 7th Congressional District of Pennsylvania.

1.04 When the tax delinquency was announced, cancelled checks were requested from Congressman Bob Edgar to determine the amount of tax that had been lost, and to verify that 124 Norwinden Drive was his residence.

1.05 Congressman Edgar, in a public response to Robin Clark and/or Michele DiGirolamo, Reporters for the Philadelphia Inquirer, stated that he pays \$250 a month rent.

1.06 The fair market value for comparable properties in Springfield Township far exceeds \$250 and is estimated to be between \$450 - \$750 per month. (Appraisal attached)

1.07 The owner of the property at 124 Norwinden Drive, in entering this less-than-arms-length transaction (no intermediary rental agent was involved), has unfairly subsidized the rent paid by the Congressman.

1.08 The subsidy or difference between the fair market value and the rent the Congressman claims to have paid constitutes an in-kind contribution to Bob Edgar and the Edgar for Congress Committee.

1.09 There has never been any production of records, lease, cancelled checks, or receipts for payment of rent to the owner by Congressman Bob Edgar in response to public requests and requests through the public mail by Mr. Dorsey and Mr. Sexton.

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1.10 There was never any in-kind contribution reported by Bob Edgar or the Edgar for Congress Committee for the subsidized rent.

1.11 The in-kind contribution exceeds the \$1,000 per election limit and is in excess of the contribution limit for individuals.

1.12 Congressman Bob Edgar continued to claim 124 Norwinden Drive, Springfield, Pennsylvania as his legal residence in the 7th Congressional District, continued to pay below fair market value, and failed to report such contributions through February 1985.

2. VIOLATIONS:

2.01 The Edgar for Congress Committee is violating 2 U.S.C. 434 (a) (1) which states: "Each treasurer of a political committee shall file report of receipts and disbursements in accordance with the provisions of this subsection. The treasurer shall sign each report."

2.02 The Edgar for Congress Committee is in violation and has violated 2 U.S.C. 434 (b) (2) which states: "Each report under this section shall disclose for the reporting period and the calendar year, the total amount of all receipts, and the total amount of all receipts in the following categories: (A) contribution from persons other than political committee."

2.03 That Congressman Bob Edgar had been given a place to reside and has been charged a rent below the fair market value. This in-kind contribution has not been reported to the F.E.C.

2.04 The Edgar for Congress Committee has violated 2 U.S.C. 434 (b) (3) which states "Each report under this section shall disclose the identification of each person (other than a political committee who makes the contribution to the reporting committee during the reporting period, whose contribution or contributions have an aggregate amount of value in excess of \$200 within the calendar year, or in any lesser amount if the reporting committee should so elect, together with the date and amount of each contribution."

2.05 The Edgar for Congress Committee has violated 2 U.S.C. 434 (b) (4) which states: "For the reporting period and the calendar year, the total amount of all disbursements, and all disbursements in the following categories: (A) expenditures made to meet candidate or committee operating expenses."

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2.06 The Edgar for Congress Committee has violated 2 U.S.C. 434 (b) (5) (A) which states: "The name and address of each person to whom the expenditure in an aggregate amount or value in excess of \$200 within the calendar year is made by the reporting committee to meet a candidate or committee operating expense, together with the date, amount, and purpose of such operating expenditures."

2.07 Mr. Edgar and the Edgar for Congress Committee have not made payment, nor reported payments for the rental of said property.

3. PRAYER FOR RELIEF:

3.01 Joseph W. Dorsey and Charles P. Sexton, Jr. requests that the Federal Election Committee investigate these violations and seek fines up to \$5,000 against each and every Respondent as set forth in 2 U.S.C. 437 (g) (5), and take all steps necessary, including civil and injunctive action, to prevent Respondents from continuing their illegal activities.

3.02 Finally, it is requested that the Commission refer the violations to the Attorney General pursuant to 2 U.S.C. 437 (g) (D), should they determine that there was a knowing and willful violation of the Act.

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VERIFICATION:

The undersigned swears that the allegations and facts set forth in this Complaint are true to the best of their knowledge, information and belief.

Joseph W. Dorsey
Joseph W. Dorsey

Charles P. Sexton, Jr.
Charles P. Sexton, Jr.

Subscribed and sworn before me this 9th day
of May 1985.

Reuben L. Sexton
Notary Public

My Commission expires: 8-3-85

85040543267

PACE AND ASSOCIATES, INC.
REALTORS · APPRAISERS · INSURERS

323 WEST FRONT STREET
MEDIA, PA 19063
565-9040

ASSOCIATES
ARMAND C. PACE
WILLIAM J. PACE

May 2, 1985

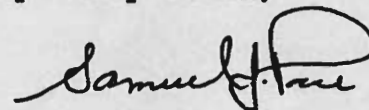
Joseph W. Dorsey
400 MacDade Blvd.
Collingdale, PA 19023

RE: 124 N. Norwinden Drive
Springfield, PA

Dear Mr. Dorsey,

I have researched the above property for a rental value as of July 1983 and I have come to the conclusion that the subject property has a rental value unfurnished at that time of between \$450.00 and \$600.00 per month.

Very Truly Yours,



Samuel J. Pace
SAM PACE AND ASSOCIATES, INC.

SJP/lis

85040543268

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85 MAY 15 P 4:35

GCC
#7482

BEFORE THE FEDERAL ELECTION COMMISSION
OF THE UNITED STATES OF AMERICA

In the matter of:)
Joseph W. Dorsey, and)
Charles P. Sexton, Jr.)
v.)
Robert Edgar, an individual, and)
Edgar for Congress Committee,)
a political committee.)

COMPLAINT

Joseph W. Dorsey, an adult individual, residing at 400 MacDade Boulevard, Collingdale, Pennsylvania; and Charles P. Sexton, Jr., an adult individual, residing at 421 North State Road, Springfield, Pennsylvania, file this Complaint and the attached Exhibits pursuant to 2 U.S.C. 437 (g) (a) against Bob Edgar, an individual, residing at Riddle Glen Condominiums, 1016 West Baltimore Pike, Media, Pennsylvania; and Edgar for Congress Committee, a political committee located at 212 West Front Street, Media, Pennsylvania.

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GENERAL COUNCIL
MAY 17 4:42

1. FACTS:

1.01 On Tuesday, October 23, 1984, the auditor of Springfield Township (Delaware County) determined that the property at 124 Norwinden Drive, Springfield, Pennsylvania was tax delinquent through failure to pay the Township tax of three-tenths of one percent of gross rent.

1.02 On Wednesday, October 24, 1984, the auditor of Springfield Township (Delaware County) announced publicly that the property at 124 Norwinden Drive was tax delinquent and belonged to Mrs. Ella (Skip) Powers, currently residing in Washington, D.C. and employed as an aide to Congressman Bob Edgar.

1.03 The auditor further determined that 124 Norwinden Drive was the stated, legal residence of Congressman Bob Edgar within the 7th Congressional District of Pennsylvania.

1.04 When the tax delinquency was announced, cancelled checks were requested from Congressman Bob Edgar to determine the amount of tax that had been lost, and to verify that 124 Norwinden Drive was his residence.

1.05 Congressman Edgar, in a public response to Robin Clark and/or Michele DiGirolamo, Reporters for the Philadelphia Inquirer, stated that he pays \$250 a month rent.

1.06 The fair market value for comparable properties in Springfield Township far exceeds \$250 and is estimated to be between \$450 - \$750 per month. (Appraisal attached)

1.07 The owner of the property at 124 Norwinden Drive, in entering this less-than-arms-length transaction (no intermediary rental agent was involved), has unfairly subsidized the rent paid by the Congressman.

1.08 The subsidy or difference between the fair market value and the rent the Congressman claims to have paid constitutes an in-kind contribution to Bob Edgar and the Edgar for Congress Committee.

1.09 There has never been any production of records, lease, cancelled checks, or receipts for payment of rent to the owner by Congressman Bob Edgar in response to public requests and requests through the public mail by Mr. Dorsey and Mr. Sexton.

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1.10 There was never any in-kind contribution reported by Bob Edgar or the Edgar for Congress Committee for the subsidized rent.

1.11 The in-kind contribution exceeds the \$1,000 per election limit and is in excess of the contribution limit for individuals.

1.12 Congressman Bob Edgar continued to claim 124 Norwinden Drive, Springfield, Pennsylvania as his legal residence in the 7th Congressional District, continued to pay below fair market value, and failed to report such contributions through February 1985.

2. VIOLATIONS:

2.01 The Edgar for Congress Committee is violating 2 U.S.C. 434 (a) (1) which states: "Each treasurer of a political committee shall file report of receipts and disbursements in accordance with the provisions of this subsection. The treasurer shall sign each report."

2.02 The Edgar for Congress Committee is in violation and has violated 2 U.S.C. 434 (b) (2) which states: "Each report under this section shall disclose for the reporting period and the calendar year, the total amount of all receipts, and the total amount of all receipts in the following categories: (A) contribution from persons other than political committee."

2.03 That Congressman Bob Edgar had been given a place to reside and has been charged a rent below the fair market value. This in-kind contribution has not been reported to the F.E.C.

2.04 The Edgar for Congress Committee has violated 2 U.S.C. 434 (b) (3) which states "Each report under this section shall disclose the identification of each person (other than a political committee who makes the contribution to the reporting committee during the reporting period, whose contribution or contributions have an aggregate amount of value in excess of \$200 within the calendar year, or in any lesser amount if the reporting committee should so elect, together with the date and amount of each contribution."

2.05 The Edgar for Congress Committee has violated 2 U.S.C. 434 (b) (4) which states: "For the reporting period and the calendar year, the total amount of all disbursements, and all disbursements in the following categories: (A) expenditures made to meet candidate or committee operating expenses."

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2.06 The Edgar for Congress Committee has violated 2 U.S.C. 434 (b) (5) (A) which states: "The name and address of each person to whom the expenditure in an aggregate amount or value in excess of \$200 within the calendar year is made by the reporting committee to meet a candidate or committee operating expense, together with the date, amount, and purpose of such operating expenditures."

2.07 Mr. Edgar and the Edgar for Congress Committee have not made payment, nor reported payments for the rental of said property.

3. PRAYER FOR RELIEF:

3.01 Joseph W. Dorsey and Charles P. Sexton, Jr. requests that the Federal Election Committee investigate these violations and seek fines up to \$5,000 against each and every Respondent as set forth in 2 U.S.C. 437 (g) (5), and take all steps necessary, including civil and injunctive action, to prevent Respondents from continuing their illegal activities.

3.02 Finally, it is requested that the Commission refer the violations to the Attorney General pursuant to 2 U.S.C. 437 (g) (D), should they determine that there was a knowing and willful violation of the Act.

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VERIFICATION:

The undersigned swears that the allegations and facts set forth in this Complaint are true to the best of their knowledge, information and belief.

Joseph W. Dorsey
Joseph W. Dorsey

Charles P. Sexton, Jr.
Charles P. Sexton, Jr.

Subscribed and sworn before me this 9th day
of May 1985.

Reuben L. Sexton
Notary Public

My Commission expires: 8-3-85

85040543273

SAM PACE AND ASSOCIATES, INC.
REALTORS · APPRAISERS · INSURERS

323 WEST FRONT STREET
MEDIA, PA 19063
565-9040

ASSOCIATES
ARMAND C. PACE
WILLIAM J. PACE

May 2, 1985

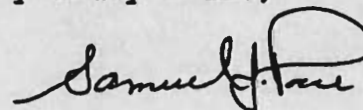
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Very Truly Yours,



Samuel J. Pace
SAM PACE AND ASSOCIATES, INC.

SJP/lis

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RECEIVED AT THE FED.
BANK DELIVERED
85 MAY 16 4:18
GCC
#7482

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OF THE UNITED STATES OF AMERICA

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a political committee.

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RECEIVED
OFFICE OF THE
GENERAL COUNSEL
MAY 17 4:30:42

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1.07 The owner of the property at 124 Norwinden Drive, in entering this less-than-arms-length transaction (no intermediary rental agent was involved), has unfairly subsidized the rent paid by the Congressman.

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3.02 Finally, it is requested that the Commission refer the violations to the Attorney General pursuant to 2 U.S.C. 437 (g) (D), should they determine that there was a knowing and willful violation of the Act.

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VERIFICATION:

The undersigned swears that the allegations and facts set forth in this Complaint are true to the best of their knowledge, information and belief.

Joseph W. Dorsey
Joseph W. Dorsey

Charles P. Sexton, Jr.
Charles P. Sexton, Jr.

Subscribed and sworn before me this 9th day
of May 1985.

Deborah L. Saxton
Notary Public

My Commission expires: 8-3-85

85040543279

SAM PACE AND ASSOCIATES, INC.

REALTORS · APPRAISERS · INSURERS

323 WEST FRONT STREET
MEDIA, PA 19063
565-9040

ASSOCIATES
ARMAND C. PACE
WILLIAM J. PACE

May 2, 1985

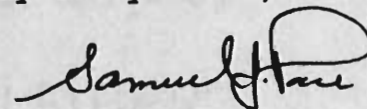
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Samuel J. Pace
SAM PACE AND ASSOCIATES, INC.

SJP/lis

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FEDERAL ELECTION COMMISSION

1125 K STREET N.W.
WASHINGTON, D.C. 20543

THIS IS THE BEGINNING OF MUR # 2008

Date Filmed 8/14/85 Camera No. --- 2

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