

FEDERAL ELECTION COMMISSION

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

THIS IS THE END OF MUR # 2/77

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FEDERAL ELECTION COMMISSION

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FEDERAL ELECTION COMMISSION WASHINGTON, D.C. 2043

THIS IS THE END OF MUR # 2177



FEDERAL ELECTION COMMISSION WASHINGTON, D.C. 20463

July 25, 1986

Stanley M. Brand, Esquire Brand & Lowell 923 Fifteenth Street, NW Fifth Floor Washington, DC 20005

RE: MUR 2177

Dear Mr. Brand:

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On July 22 , 1986, the Commission accepted the conciliation agreement signed by you in settlement of a violation of 2 U.S.C. \$\$ 434 and 441b, provisions of the Federal Election Campaign Act of 1971, as amended. Please submit your check for the civil penalty, payable to the U.S. Treasurer. In accordance with the Commission's action, the file has been closed in this matter and it will become a part of the public record within thirty days. However, 2 U.S.C. \$ 437g(a)(4)(B) prohibits any information derived in connection with any conciliation attempt from becoming public without the written consent of the respondent and the Commission. Should you wish any such information to become part of the public record, please advise us in writing.

Enclosed you will find a fully executed copy of the final conciliation agreement for your files.

Sincerely,

Charles N. Steele General Counsel

awrence M. Noble

Deputy General Counsel

Enclosure Conciliation Agreement 5040511578

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)

MUR 2177

The Re-Elect Congressman Bill Boner 1986)

Committee and Bill Freeman, as treasurer)

CONCILIATION AGREEMENT

This matter was initiated by the Federal Election

Commission (hereinafter "the Commission"), pursuant to

information provided by the Re-Elect Congressman Bill Boner 1986

Committee and Bill Freeman, as treasurer ("Respondents"). Reason

to believe has been found that the Respondents violated 2 U.S.C.

§ 434 by failing to report the source of said contributions.

NOW THEREFORE, the Commission and Respondents, having participated in the informal methods of conciliation, prior to finding of probable cause to believe, do hereby agree as follows:

- I. The Commission has jurisdiction over the Respondents, and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 2 U.S.C. \S 437g(a)(4)(A)(i).
- II. Respondents have had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondents enter voluntarily into this agreement with the Commission.
 - IV. The pertinent facts in this matter are as follows:
- 1. Respondent the Re-Elect Congressman Bill Boner 1986 Committee is the authorized campaign committee of Congressman

Bill Boner, and Respondent Bill Freeman is the treasurer of that Committee.

- 2. Targeted Communications, Inc. was a corporation duly chartered under the laws of the State of Tennessee and existed as a corporation from August, 1982 until dissolved on January 31, 1986.
- 3. Respondents contend that, while Targeted Communications, Inc. is a corporation, all of its stock was owned by Bill Boner.
- 4. For four months, from October 1, 1985 through January 31, 1986, Targeted Communications, Inc. leased various items of office equipment to Respondents at no charge.
- 5. The normal and usual monthly charge made for the lease of said office equipment by Targeted Communications, Inc. was \$8,020.
- 6. Respondents did not report to the Commission that they had accepted an in-kind contribution from Targeted Communications, Inc.
- V.1. Respondents' acceptance of an in-kind contribution of #32,080 from a corporation was in violation of the prohibition on acceptance of corporate contributions in 2 U.S.C. § 441b.
- 2. Respondent contends that these violations were not knowing and willful.
- 3. Respondents' failure to report their acceptance of an in-kind contribution from Targeted Communications, Inc. was in violation of 2 U.S.C. § 434.

VI. Respondents will pay a civil penalty to the Treasurer of the United States in the amount of Three Thousand Seven Hundred Dollars (\$3,700), pursuant to 2 U.S.C. § 437(a)(5)(A).

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

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

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IX. Respondents shall have no more than thirty (30) days from the date this agreement becomes effective to comply with and implement the requirements contained in this agreement and to so notify the Commission.

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

FOR THE COMMISSION: Charles N. Steele

General Counsel

Lawrence M. Noble
Deputy General Counsel

FOR THE RESPONDENTS:

Stanley M. Frand Counsel for Respondent 7/24/86 Date

June 27, 1986

Date

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

The Re-Elect Congressman Bill Boner 1986 Committee and Bill Freeman, as treasurer

MUR 2177

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on July 22, 1986, the Commission decided by a vote of 5-0 to take the following actions in MUR 2177:

- Accept the conciliation agreement, as recommended in the General Counsel's Report signed July 17, 1986.
- Send the letter, as recommended in the General Counsel's Report signed July 17, 1986.
- 3. Close the file.

Commissioners Aikens, Elliott, Harris, Josefiak and McDonald voted affirmatively for this decision; Commissioner McGarry did not cast a vote.

Attest:

4-22-86

Date

Marjorie W. Emmons

Secretary of the Commission

Received in Office of Commission Secretary: Thurs., 7-17-86, 2:15 Circulated on 48 hour tally basis: Fri., 7-18-86, 2:00 Deadline for vote: Tues., 7-22-86, 4:00



MEMORANDUM

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FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

DATE: SUBJECT: The attached is	Office of General Counsel July 17, 1986 MUR 2177 - General Counsel's Report attached is submitted as an Agenda document Commission Meeting of					
for the Commission	Open Se	ession				
CIRCULATIONS		DISTRIBUTION				
48 Hour Tally Vote Sensitive Non-Sensitive	[X]	Compliance Audit Matters	[x]			
24 Hour No Objection Sensitive Non-Sensitive	[]	Litigation Closed MUR Letters	[]			
Information Sensitive Non-Sensitive		Status Sheets Advisory Opinions	[]			
Other	[]	Other (see distribution below)	[]			

SENSITIVE

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)		
The Re-Elect Congressman Bill Boner 1986 Committee and Bill Freeman, as	;	MUR	2177
treasurer	j		

GENERAL COUNSEL'S REPORT

I. BACKGROUND

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Attached is a conciliation agreement which has been signed by Stanley M. Brand, attorney for respondents in the above-captioned matter.

RECOMMENDATION II. The Office of General Counsel recommends: 1) Accept the attached agreement 2) Send the attached letter Close the file. 3) Charles N. Steele General Counsel Lawrence M. Noble Deputy General Counsel Attachments 1. Letter from Stanley Brand
2. Conciliation Agreement (1)
3. Proposed letter to Respondents 0 ∞

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
MUR 2177
The Re-Elect Congressman Bill Boner 1986)
Committee and Bill Freeman, as treasurer)

CONCILIATION AGREEMENT

This matter was initiated by the Federal Election

Commission (hereinafter "the Commission"), pursuant to

information provided by the Re-Elect Congressman Bill Boner 1986

Committee and Bill Freeman, as treasurer ("Respondents"). Reason

to believe has been found that the Respondents violated 2 U.S.C.

§ 434 by failing to report the source of said contributions.

NOW THEREFORE, the Commission and Respondents, having participated in the informal methods of conciliation, prior to finding of probable cause to believe, do hereby agree as follows:

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- I. The Commission has jurisdiction over the Respondents, and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 2 U.S.C. § 437g(a)(4)(A)(i).
- II. Respondents have had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondents enter voluntarily into this agreement with the Commission.
 - IV. The pertinent facts in this matter are as follows:
- 1. Respondent the Re-Elect Congressman Bill Boner 1986
 Committee is the authorized campaign committee of Congressman

Bill Boner, and Respondent Bill Freeman is the treasurer of that Committee. 2. Targeted Communications, Inc. was a corporation duly chartered under the laws of the State of Tennessee and existed as a corporation from August, 1982 until dissolved on January 31, 1986. 3. Respondents contend that, while Targeted Communications, Inc. is a corporation, all of its stock was owned by Bill Boner. 4. For four months, from October 1, 1985 through January 31, 1986, Targeted Communications, Inc. leased various items of office equipment to Respondents at no charge. 5. The normal and usual monthly charge made for the lease LO of said office equipment by Targeted Communications, Inc. was \$8,020. 6. Respondents did not report to the Commission that they had accepted an in-kind contribution from Targeted 0 Communications, Inc. V.1. Respondents' acceptance of an in-kind contribution of 2 #32,080 from a corporation was in violation of the prohibition on œ acceptance of corporate contributions in 2 U.S.C. § 441b. 2. Respondent contends that these violations were not knowing and willful. 3. Respondents' failure to report their acceptance of an in-kind contribution from Targeted Communications, Inc. was in violation of 2 U.S.C. § 434. -2-

VI. Respondents will pay a civil penalty to the Treasurer of the United States in the amount of Three Thousand Seven Hundred Dollars (\$3,700), pursuant to 2 U.S.C. § 437(a)(5)(A). VII. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1) concerning the matters at issue herein or on its own motion, may review compliance with this agreement. If the Commission believes that this agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia. 8 VIII. This agreement shall become effective as of the date 9 that all parties hereto have executed same and the Commission has LO approved the entire agreement. IX. Respondents shall have no more than thirty (30) days from the date this agreement becomes effective to comply with and 0 implement the requirements contained in this agreement and to so notify the Commission. C This Conciliation Agreement constitutes the entire 0 agreement between the parties on the matters raised herein, and 00 no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained in this written agreement shall be valid. -3FOR THE COMMISSION:

Charles N. Steele
General Counsel

BY:

Lawrence M. Noble
Deputy General Counsel

FOR THE RESPONDENTS:

Stanley M. Frand
Counsel For Respondent

Date

Date

Date

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FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

Stanley M. Brand, Esquire Brand & Lowell 923 Fifteenth Street, NW Fifth Floor Washington, DC 20005

RE: MUR 2177

Dear Mr. Brand:

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on , 1986, the Commission accepted the conciliation agreement signed by you in settlement of a violation of 2 U.S.C. \$\$ 434 and 441b, provisions of the Federal Election Campaign Act of 1971, as amended. Please submit your check for the civil penalty, payable to the U.S. Treasurer. In accordance with the Commission's action, the file has been closed in this matter and it will become a part of the public record within thirty days. However, 2 U.S.C. \$ 437g(a)(4)(B) prohibits any information derived in connection with any conciliation attempt from becoming public without the written consent of the respondent and the Commission. Should you wish any such information to become part of the public record, please advise us in writing.

Enclosed you will find a fully executed copy of the final conciliation agreement for your files.

Sincerely,

Charles N. Steele General Counsel

By: Lawrence M. Noble
Deputy General Counsel

Enclosure Conciliation Agreement



FEDERAL ELECTION COMMISSION WASHINGTON, D.C. 20463

May 27, 1986

Stanley M. Brand, Esquire Brand and Lowell Fifth Floor 923 Fifteenth Street, N.W. Washington, D.C. 2005

RE: MUR 2177
Re-Elect Congressman Bill Boner
1986 Committee and Bill Freeman, as
treasurer

Dear Mr. Brand:

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On May 13, 1986, the Commission found reason to believe that the Re-Elect Congressman Bill Boner 1986 Committee and Bill Freeman, as treasurer, violated 2 U.S.C. §§ 434 and 441b. The Commission also found no reason to believe Congressman Bill Boner had violated 2 U.S.C. §§ 434 and 441b. At your request, the Commission determined on May 13, 1986, to enter into negotiations directed towards reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe.

John Warren McGarry Vice Chairman

Attachments
General Counsel's Legal and
Factual Analyses
Proposed Conciliation Agreement

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)

Re-Elect Congressman Bill Boner)
1986 Committee and Bill Freeman,)
as treasurer, and Congressman)
Bill Boner)

Pre-MUR 155

CERTIFICATION

- I, Mary W. Dove, recording secretary for the Federal Election Commission executive session of May 13, 1986, do hereby certify that the Commission decided by a vote of 6-0 to take the following actions in Pre-MUR 155:
 - 1. Open a MUR.

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- 2. Find reason to believe that the Re-Elect Congressman Bill Boner 1986 Committee and Bill Freeman, as treasurer, violated 2 U.S.C. §§ 434 and 441b.
- 3. Find no reason to believe Congressman Bill Boner violated 2 U.S.C. §§ 434 and 441b.
- 4. Enter into conciliation with the Re-Elect Congressman Bill Boner 1986 Committee and Bill Freeman, as treasurer, prior of probable cause to believe.
- 6. Approve and send the letter and General Counsel's Legal and Factual Analysis attached to the First General Counsel's Report signed May 1, 1986.

Commissioners Aikens, Elliott, Harris, Josefiak, McDonald, and McGarry voted affirmatively for this decision.

Attest:

5-15-86 Date

Mary W. Oove

Administrative Assistant



FEDERAL ELECTION COMMISSION WASHINGTON, D.C. 20463

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MEMO	1.)	3.71	a i s	(•

CHARLES STEELE, GENERAL COUNSEL

FROM:

MARJORIE W. EMMONS/ CHERYL A. FLEMING

DATE:

MAY 6, 1986

SUBJECT:

OBJECTION TO Pre-MUR 155: FIRST GENERAL COUNSEL'S

SIGNED MAY 1, 1986

The above-named document was circulated to the Commission on Friday, May 2, 1986 at 2:00 P.M.

Objections have been received from the Commissioners as indicated by the name(s) checked:

Commissioner	Aikens	
Commissioner	Elliott	x
Commissioner	Harris	
Commissioner	Josefiak	х
Commissioner	McDonald	
Commissioner	McGarry	

This matter will be placed on the Executive Session agenda for Tuesday, May 13, 1986.

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FEDERAL ELECTION COMMISSION WASHINGTON, D.C. 20463

1000	-	-	-	 -
(C 12)		K B	17 P.	TO:

CHARLES STEELE, GENERAL COUNSEL

FROM:

MARJORIE W. EMMONS/ CHERYL A. FLEMING

DATE:

MAY 6, 1986

SUBJECT:

OBJECTION TO Pre-MUR 155: FIRST GENERAL COUNSEL'S

SIGNED MAY 1, 1986

The above-named document was circulated to the Commission on Friday, May 2, 1986 at 2:00 P.M.

Objections have been received from the Commissioners as indicated by the name(s) checked:

Commissioner A	ikens	x
Commissioner E	Clliott	
Commissioner H	Marris	
Commissioner 3	Tosefiak	х
Commissioner M	cDonald	
Commissioner M	CGarry	

This matter will be placed on the Executive Session agenda for Tuesday, May 13, 1986.



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FEDERAL ELECTION COMMISSION WASHINGTON, D.C. 20463

MEMORANDUM							
TO:		ce of the Commission Secretary ce of General Counsel (LL) ay 1, 1986					
PROM:	Office of						
DATE:							
SUBJECT:	Pre-MUR 155 - First General Counsel's Rpt.						
The attack	hed is sub	mitted as	an Agenda document				
		Open Ses	sion				
		Closed S	ession				
CIRCULATIONS			DISTRIBUTION				
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Non-Sensi		[]	Audit Matters	[
24 Hour No Obje		[]	Litigation	1			
Sensitive Non-Sensi			Closed MUR Letters	1			
Information		[]	Status Sheets	ſ			
Sensitive Non-Sensi			Advisory Opinions	•			
Other		[]	Other (see distribution below)	1			
***************************************		<u> </u>					

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



DATE AND TIME OF TRANSMITTAL BY OGC TO THE COMMISSION: PRE-MUR 155
DATE COMPLAINT RECEIVED
BY OGC: February 26, 1986

COMM

DATE OF NOTIFICATION TO TO RESPONDENT: March 18, 1986

STAFF: Snyder

COMPLAINANT'S NAME: Sua Sponte

RESPONDENT'S NAME: Re-Elect Congressman Bill Boner 1986

Committee and Bill Freeman, as treasurer, and

Congressman Bill Boner

RELEVANT STATUTES: 2 U.S.C. § 431(8)(A)(1), 441b; 434;

11 C.F.R. \$ 100.7(a)(1)(iii)

INTERNAL REPORTS

CHECKED: Re-Elect Congressman Bill Boner 1986

Committee Reports

FEDERAL AGENCIES

CHECKED: None

I. SUMMARY OF ALLEGATIONS

The complaint in this case was filed <u>sua sponte</u> by, and against, the Re-elect Congressman Bill Boner 1986 Committee, and Bill Freeman, as treasurer ("the Committee") and Congressman Bill Boner. The complaint was filed because of respondents' concern that they may have violated various provisions of the Federal Election Campaign Act ("the Act").

The allegations may be briefly summarized. Congressman

Boner and the Committee maintain a full-time campaign office,

which handles political work on behalf of the Congressman, such

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Boner is actually campaigning to remain in office. In connection with these activities, Congressman Boner (who was first elected to Congress in 1978) set up a sole proprietorship called "Letters Unlimited ("LU") in 1981. Congressman Boner is the sole owner of LU. LU then purchased certain office equipment and leased it to the Committee.

In 1982, the Congressman, in order to secure certain tax advantages (See Attachment 2, Exhibit 5), set up a Subchapter S Corporation called Targeted Communications, Inc. ("TC").

Congressman Boner owns 100% of the stock of TC. On credit, TC purchased a Pitney Bowes Mail System for \$6,420.31, a 3100 Xerox copier for \$2,613.56, a MEL 3000 telephone dialing machine for \$36,000, and an IBM computer and computer equipment and supplies for \$67,874.99. (The Committee continued to use at the same time other office equipment purchased by LU). TC leased said office equipment to the Committee, and used the rental income to pay off the note on the equipment.

Before LU (or TC) leased the equipment to the Committee,
Congressman Boner sought the opinion of the U.S. House of
Representatives Committee on Standards of Official Conduct with
respect to the contemplated LU lease. He received a statement
that the lease would be proper "if the transaction is an 'armslength' agreement conforming to standard commercial practices in
the lease of such equipment and at a rate that does not exceed

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the fair market value of the lease of similar equipment in the area." (See Attachment 2, Exhibit 3).

In accordance with this advisory letter, LU leased the machinery to the Committee at a rate slightly below the fair market value, based on the rentals charged by the manufacturers. Once TC was formed, it proceeded on the same basis. (See Attachment 2, Exhibits 9 and 10). Thus, the Pitney Bowes Mail System, with a fair market value of \$714.29, was leased by TC to the Committee for \$700 a month; likewise, the 3100 Xerox copier, worth \$222.50 per month, was rented for \$220 per month; the MEL 3000, worth \$1,600 per month was rented for \$1,500; and the IBM computer and the concomitant equipment and supplies, worth \$6,146 per month, were rented for \$5,600.

While Respondents do not specify when each note on the equipment in question was fully paid, they do assert that, once said debt was extinguished, TC permitted the Committee to use the equipment without charge. This situation persisted until TC was dissolved on January 31, 1986 (nunc pro tunc to September 30, 1985; Attachment 2, Exhibit 11).

In its Year-End Report, the Committee stated that it received in-kind contributions from Bill Boner in the amounts \$700 for the Pitney Bowes, \$220 for the Xerox, \$1,500 for the Compudialer, and \$5,600 for a "System 14" in the months October

^{*/} This valuation was given in 1982. Xerox valued the copier at \$248 in 1984.

through December, 1985. While the report for 1986 is not yet available, evidently a similar in-kind contribution, totalling \$8,020, was made in January, 1986 as well, the last month of the existence of TC.

III. LEGAL AND FACTUAL AMALYSIS

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Under the Act,

(a) It is unlawful ... for any corporation whatever ... to make a contribution or expenditure in connection with any [Federal] election ..., or for any candidate, political committee, or other person knowingly to accept or receive contributions prohibited by this section.

2 U.S.C. § 441b. The term "contribution" includes "any gift, subscription, loan, advance, or deposit of money or anything of value made by any person for the purpose of influencing any election for Federal office." 2 U.S.C. § 431(8)(A)(i). Under the Commission's regulations,

the term "anything of value" includes all in-kind contributions. Unless specifically exempted under 11 C.F.R. § 100.7(b), the provision of any goods or services without charge or at a charge which is less than the usual and normal charge for such goods and services is a contribution. Examples of such goods or services include ... equipment If goods or services are provided at less than the usual and normal charge, the amount of the in-kind contribution is the difference between the usual and normal charge for the goods or services at the time of the contribution and the amount charged the political committee.

11 C.F.R. S 100.7(a) (1) (iii).

In this case, TC provided the goods to the Committee without charge for four months. The amount normally charged by TC (a figure closely approximating, as we have seen, the amount normally charged by the manufacturers of the equipment) was \$8,020 per month, or \$32,080 for four months. Thus, TC made an in-kind contribution to the Committee in the latter amount. Since TC is a corporation, there is reason to believe the Committee violated 2 U.S.C. \$ 441b by accepting a corporate in-kind contribution.

Since the Committee inaccurately reported the source of these in-kind contributions as Bill Boner, instead of TC, there is reason to believe the Committee violated 2 U.S.C. \$ 434.

Because the Committee has the responsibility not to accept illegal contributions, and to file accurate reports, and must, along with its treasurer, stand accountable for failing to fulfill these obligations, this Office recommends that the Commission find no reason to believe that Congressman Boner, as an individual, violated 2 U.S.C. §§ 434 and 441b.

The Committee has already requested pre-probable cause conciliation. As the facts are undisputed, and considering the substantial documentation already provided by respondents, this Office recommends that the Commission enter into pre-probable cause conciliation with the respondents.

DISCUSSION OF CONCILIATION PROVISIONS AND CIVIL PRHALTY RECOMMENDATIONS T Open a MUR. 1. C 2. Find reason to believe that the Re-Elect Congressman Bill 9 Boner 1986 Committee and Bill Freeman as treasurer, violated α 2 U.S.C. §§ 434 and 441b. Find no reason to believe Congressman Bill Boner violated 3. 2 U.S.C. §§ 434 and 441b. Enter into conciliation with the Re-Elect Congressman Bill 4. Boner 1986 Committee and Bill Freeman, as treasurer, prior to a finding of probable cause to believe. 5. Approve and send the attached proposed conciliation agreement.

6. Approve and send the attached letter and General Counsel's Legal and Factual Analysis.

Charles N. Steele General Counsel

May 1,1986

Renneth A. Gross
Associate General Counsel

Attachments

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1. Complaint

- 2. Request for Pre-probable Cause Conciliation, memorandum, and Exhibits.
- 3. Respondent's Year End Report disbursements

4. Proposed Conciliation Agreement

5. Proposed Letter to Respondents and General Counsel's Legal and Factual Analysis

BRAND & LOWELL PETH PLOOR WASHISTON DE 2008 FFR 26 P4: 08 SENSIT ASS PATEENTH STREET, N.W. February 25, 1986 HAND DELIVER 9 Kenneth A. Gross, Esq. Associate General Counsel For Enforcement CU Federal Election Commission 999 E Street, N.W. Sixth Floor Washington, D.C. 20004 Dear Mr. Gross: Pursuant to our telephone discussion today we are hereby requesting the initiation of a pre-MUR proceeding as a preliminary step toward the goal of achieving pre-probable cause conciliation on certain issues relating to the Re-Elect Congressman Bill Boner Committee and Congressman Bill Boner. As I have indicated, the Congressman and his committee are concerned that the manner in which the Congressman extended certain financial assistance to his Committee may raise certain issues under sections 441a and 441b of the Act. Our preliminary assessment suggests that these issues turn on the Congressman's provision of assistance to the Committee through a sole proprietorship and a subchapter S corporation organized exclusively by the Congressman to supply campaign services under lease. I look forward to meeting with you at your earliest œ convenience to discuss resolution of this matter. Sincerely, SMB/pjs

other 2-BRAND & LOWELL PPTH PLOOR PPTENTH STREET, N.W. WASHINGTON D.C. 2000S G00 000-0700 March 11, 1986 HAND DELIVER Kenneth A. Gross, Esq. Associate General Counsel For Enforcement Federal Election Commission 999 E Street, N.W. Sixth Floor Washington, D.C. 20004 Dear Ken: We appreciate your meeting with us on February 26, concerning our request for initiation of a pre-MUR proceeding and pre-probable cause conciliation. We are submitting a memorandum in support of our request which explains the facts and which includes the exhibits that you and Messrs. Snider and Whitehead requested at our meeting. Please let me know if you have any questions or need any additional material. In addition, after you have had the chance to review our submission, we would like to arrange another meeting to discuss your questions and possible resolution. Thank you again for your consideration and courtesy. 9 Sincerely, C Stanley M. Brand SMB/mmr enclosure

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MEMORANDUM IN SUPPORT OF PRE-PROBABLE CAUSE CONCILIATION

BRAND & LOWELL 923 Fifteenth Street, N.W. Fifth Floor Washington, D.C. 20005

(202) 662-9700

March 11, 1986

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MEMORANDUM IN SUPPORT OF PRE-PROBABLE CAUSE CONCILIATION

INTRODUCTION

In order to control the costs of running a full-time re-election campaign, Congressman Bill Boner (D-Tenn.) provided his campaign committee with the use of necessary office equipment. The leases were arranged to meet existing laws and rules and, at the same time, insure that the Congressman did not get any personal gain. The issue of how to report these arrangements has been raised by Congressman Boner and his campaign treasurer with the Federal Election Commission ("FEC") in anticipation of pre-probable cause conciliation.

This memorandum will provide the facts and supporting documents to explain the arrangements.

1. Lease From Letters Unlimited

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Congressman Boner made a conscious decision to keep his campaign and election activities segregated from his official duties. This was the goal behind a number of the decisions he made.

Since his first close (51%) election in 1978, the Congressman has run full-time campaign activities. In order to do this, and to control the costs of campaigning, and to insure he did not personally gain, Congressman Boner set up two businesses.

A large expense to a campaign and to the political activities of all members is direct mail and answering written

inquiries. In order to address this need, Congressman Boner formed Letters Unlimited, a sole proprietorship, in December 9, 1981. Exh. 1. The principal piece of equipment owned by Letters Unlimited was an IBM Word Processor. Letters Unlimited purchased and financed this equipment through a note at First American Bank, secured by the equipment itself. Exh. 2. The campaign paid \$950.00 a month to Letters Unlimited for use of this equipment.

The plan here was to lease the equipment to the campaign committee in a manner which saved money but provided no gain to the Congressman. Congressman Boner contacted the Standards Committee to seek advice concerning applicability of House Rules to the lease arrangement. The Committee responded on June 11, 1982 that the arrangement was permissable under House rules so long as it was "an 'arms-length' arrangement conforming to standard commercial practices in the lease of such equipment and at a rate that does not exceed the fair market value of the lease of similar equipment in the area." Exh. 3.

The Congressman received a written estimate from IBM itself, stating that leasing the equipment would cost the campaign committee \$1,008.00 a month. Exh. 3. In 1982, Letters Unlimited leased the machine to the campaign committee for only \$950.00. Exh. 4.

All money paid by the committee to Letters Unlimited went to paying the loan on the equipment and additional operating costs. From October, 1985 to the present, however, the campaign

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committee has used the equipment free of charge. This is because, in October, the note for the purchase of the equipment was paid off. Once this note was paid off, the Congressman, intent on not having any personal gain from the arrangement, donated the use of the equipment to the campaign.

Quite the opposite from resulting in any gain to Congressman Boner, this arrangement actually has caused him a loss. The national accounting firm of Touche Ross & Company, has stated that the arrangement resulted in tax liability to the Congressman because the arrangement was in the form of a sole proprietorship without providing any off-setting gain. Exh. 5.

2. Lease From Targeted Communications, Inc.

The purpose of Targeted Communications, Inc., like Letters
Unlimited, was to assist in letter writing services. However, so
that he could take advantage of limited corporate liability and
different tax provisions, Congressman Boner established Targeted
as a Subchapter S corporation, owned solely by him. Exh. 6.
Congressman Boner knew that a candidate is not restricted in
contributions to his own campaign. He intended to have this
arrangement, like his sole proprietorship, provide him with a way
not to realize any taxable gain, while still allowing him to
donate the services or the actual equipment (when the loan for
its purchase was due).

Targeted purchased a Pitney Bowes Mail System for \$6,420-.31, a Xerox copier for \$2,613.56, a MEL 3000 telephone dialing machine for \$36,000 ,and IBM and other computer equipment and supplies for \$67,874.99. Exh. 7. Each of these was financed by Targeted. The total monthly payments for financing and maintenance and additional related costs were approximately the same amount as the total the campaign committee paid for the lease of the equipment. Exh. 8. The arrangement was designed to make sure the income to Targeted was offset by its disbursements.

Targeted then leased this equipment to the campaign committee at various times. Exh. 9. The lease of equipment from Targeted Communications, Inc. followed precisely the procedure of Letters Unlimited except that the Congressman set Targeted Communications up as a Subchapter S corporation.

Following the procedure approved by the Committee, Congress-man Boner obtained written estimates for the lease of each piece of equipment. Exh. 10. In each case as well, written lease agreements were made, and the equipment was used by the campaign in its own offices.

When the notes on equipment were paid on the purchase of the equipment, Congressman Boner donated the use of the equipment to the campaign so that he would not be gaining income from this arrangement. This was done by dissolving Targeted and transferring use of the equipment to the campaign. Exh. 11. For example, Xerox itself valued a lease of its copier to the campaign at \$245.00 a month plus the cost of copies. Exh. 10. Targeted leased the machine to the campaign for \$220 a month. Exh. 9. Starting in June 1, 1985, when the copier was paid off, the copier was used by the campaign at no cost.

and IBM for their equipment. Exh. 10. In each instance, these were in writing, and in each instance, Targeted leased the equipment to the campaign for very close to the fair market value as stated in these estimates. Exh. 9. Again, Congressman Boner's intent was to off set the costs of owning the equipment. Leases to the campaign were made as close to fair market value as possible to get this done. Also, in each instance, the campaign got to use the equipment free of charge after loans on the equipment were paid off. Finally, each arrangement also followed the guidelines set out in the letter Congressman Boner received from the Standards Committee.

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Similar estimates were received from Pitney Bowes, MEL

CONCLUSION

Through his great desire to separate campaign and official activities and his insistence that he not gain personally from his campaign arrangements, Congressman Boner now finds himself on the horns of a dilemma. If he charges the campaign for use of the equipment, he will be earning income. If he does not, he may be in violation of FEC guidelines. Congressman Boner never took more from the campaign than was necessary to pay the costs of owning the equipment. So, now that certain notes have been paid, it would be contrary to the entire arrangement for him to charge the campaign for continued use of the office equipment. Some other solution is needed.

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Letters Unlimited was a sole proprietorship. It simply is the Congressman himself doing business through a different name. Free use of the equipment originally owned by Letters Unlimited should not be a problem, therefore, if it fits within those contributions a candidate may make to his own campaign. This appears to be the correct framework since any payment by the committee to the Congressman for use of the equipment could then be turned right back to the committee as a cash contribution from the Congressman to his own campaign.

The framework, however, is technically different for
Targeted Communications. Even though this was a Subchapter S
corporation, solely owned by Congressman Boner, it was still a
corporation. Congressman Boner never realized that the distinction, for purposes of limited liability and taxes, between
Letters and Targeted would make any difference under federal
election laws. When Targeted's notes on equipment are paid off,
however, providing free use of the equipment to the campaign
committee could be considered a contribution by a corporation,
despite its Subchapter S status, despite it being solely owned
by Congressman Boner, and despite his original intent.

Targeted now has been dissolved. Any use of equipment can be arranged between the Congressman personally and his campaign committee. However, there were some months when this was not the case. The Congressman is seeking guidance on how expenditures during this period should have been and should be reported.

The facts and documents clearly show that his intent -- to control campaign costs and not to gain -- were good ones and ones which he followed.

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El.S. House of Representatives

COMMITTEE ON STANDARDE OF OFFICIAL CONDUCT

Machington, D.C. 20515

June 2. 1982

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Honorable Bill Boner United States House of Representatives 118 Cannon House Office Building Washington, D.C. 20515

Dear Colleague:

This will respond to your letter of May 24, 1982, requesting the advice of this Committee with respect to the application of House Rules to your leasing an ISM OS/6 Word Processing Machine personally owned by you to your campaign committee.

You ask specifically if you may lease the above-noted office machine to your campaign committee in an "arms-length" transaction at a fair market value or below, based on the written confirmation from IBM officials in the district of prevailing market rates for such equipment leases.

House Rule XLIII, clause 6 provides that a Mamber "shall expend no funds from his campaign account not attributable to bona fide campaign purposes" and shall "convert no campaign funds to personal use in excess of reimbursement for legitimate and verifiable prior campaign expenditures." It is the opinion of this Committee that the income received by a Number from the lease of office equipment to his campaign committee would not constitute a conversion of campaign funds to personal use prohibited by House Rules if the transaction is an "arms-length" arrangement conforming to standard commercial practices in the lease of such equipment and at a rate that does not exceed the fair market value of the lease of similar equipment in the area.

The Committee is of the further opinion that any such business transaction between a Member and his campaign committee should be undertaken with extraordinary care and caution because of the appearance that could arise that the arrangement is a prohibited conversion of campaign funds. Such caution should, among other things, result in the equipment's physical location with the campaign

Honorable Sill Soner June 2, 1962 Page 2

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committee and a rental amount that reflects the level of actual use of the equipment by the campaign committee.

All runtal income you received in 1982 from the committee must be reported by source and category of value in Section I-8 of the 1982 financial disclesure form which will be due May 15, 1983. If you have additional question, please contact the Committee staff.

Sincerely.

Louis Stokes Cheirman

Flayd D Spence - Ranking Minority Member

LEASE AGLEEMENT .

H. Boner and the Re-Elect Congressman Boner 1987 Committee for the lease of an IBM Office System Sax Word Processor, Serial No. 6651-50-0100081 and an optional processing feature owned by Letters Unlimited. The Campaign Committee will pay to Letters Unlimited the sum of \$950.00 per month for the lease of said System Six and shall pay for all service repairs for the duration of this lease agreement.

/3/1/-82 DATE

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WILLIAM H. BONER

TREASURER

Re-Elect Congressman Boner .

May 15, 1985

Congressmen William H. Roner 552 Federal Courthouse Nashville, Tennessee 37203

Dear Mr. Boner:

We have reviewed our files to the a receipts and cash distursements records of Letters Unlimited. Our files on the that would not receive any distributions in the form of salary or distributions in the form of salary or distributions.

You are in an unfavorable tax party of the alle proprietor of Letters. Unlimited because you must report \$1,545. It is not on our 1934 tax return. This is compounded by the fact you did not result to the pay the resulting additional tax from this income.

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SECRETARY OF STATE MOST AND 18 FT 3 32

CHARTER

OF

TARGETED COMMUNICATIONS, INC.

800x 5929 Page 995

The undersigned natural person, having capacity to contract and acting as the incorporator of a corporation under the Tennessee General Corporation Act, adopts the following charter of such corporation.

- 1. The name of the corporation is TARGETED COMMUNICATIONS, INC.
 - 2. The duration of the corporation is perpetual.
- 3. The address of the principal office of the corporation for the State of Tennessee shall be P.O. Box 527, Goodlettsville, Davidson County, Tennessee.
 - 4. The corporation is for profit.
- 5. The principal purpose for which the corporation is organized is to engage in mass communications, duplicating and advertising. In addition, this corporation may engage in any and all lawful businesses other than the ones to which specific statutory business provisions apply beyond the scope of the Tennessee General Corporation Act.
- 6. The maximum number of shares which the corporation shall have the authority to issue is One Thousand (1,000) shares each of which shall be no par value, common stock.
- 7. The corporation will not commence business until consideration of an amount not less than \$1,000.00 has been received for the issuance of shares.

This 17th day of August, 1982.

JOE MANN HAYNES, INCOrporator

86040511629

BY-LAWS

OF

TARGETED COMMUNICATIONS, INC.

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TARGETED COMMUNICATIONS, INC.

ARTICLE I

MEETINGS OF SHAREHOLDERS

- 1. Annual Meeting. The annual meeting of the shareholders shall be held on September 1st of each year, either within
 or without this State, as may be designated from time to time by
 the Directors.
- 2. Special Meetings. Special meetings of the share-holders may be called by the President, a majority of the Board of Directors, or by the holders of not less than one-tenth (1/10) of all the shares entitled to vote at such meeting. The place of said meetings shall be the principal office of the Corporation, unless otherwise designated by the Directors.
- 3. Notice of Shareholder Meetings. Written or printed notice stating the place, day and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called and the person or persons calling the meeting, shall be delivered either personally or by mail or at the direction of the President, Secretary, Officer or person calling the meeting to each shareholder entitled to vote at the meeting. If mailed, such notice shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, and

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shall be deemed to be delivered when deposited in the United States mail addressed to the shareholder at his address as it appears on the stock transfer books of the Corporation, with postage thereon prepaid. If delivered personally, such notice shall be delivered not less than five (5) nor more than sixty (60) days before the date of the meeting, and shall be deemed delivered when actually received by the shareholder. The person giving such notice shall certify that the notice required by this paragraph has been given.

4. Quorum Requirements. A majority of the shares entitled to vote shall constitute a quorum for the transaction of business. A meeting may be adjourned despite the absence of a quorum, and notice of an adjourned meeting need not be given if the time and place to which the meeting is adjourned are announced

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a larger or different vote is required, in which case such express provision shall govern the decision of such question.

5. Voting and Proxies. Every shareholder entitled to vote at a meeting may do so either in person or by written proxy, which proxy shall be filed with the Secretary of the meeting before being voted. Such proxy shall entitle the holders thereof

at the meeting at which the adjournment is taken. When a quorum

is present at any meeting, a majority in interest of the stock

there represented shall decide any question brought before such

meeting, unless the question is one upon which, by express pro-

vision of the charter, these by-laws, or by the laws of Tennessee,

to vote at any adjournment of such meeting, but shall not be valid after the expiration of eleven (11) months from the date of its execution unless otherwise provided in the proxy. ARTICLE II BOARD OF DIRECTORS 1. Qualification and Election. Directors need not be shareholders or residents of this State, but must be of legal age. They shall be elected by a plurality of the votes cast at the annual meetings of the shareholders. Each Director shall hold 2 office until the expiration of the term for which he/she is elected, and thereafter until his/her successor has been elected and qualified. 2. Number. The number of directors shall be fixed from 5 time to time by the shareholders, or by a majority of the entire 4 Board of Directors, but shall never be less than the number re-C quired by law. 9 3. Meetings. The annual meeting of the Board of Direct- α ors shall be held immediately after the adjournment of the annual meeting of the shareholders, at which time the officers of the Corporation shall be elected. The Board may also designate more frequent intervals for regular meetings. Special meetings may be called at any time by the Chairman of the Board, President or any two (2) Directors. Notice of Directors' Meetings. The annual and all regular Board meetings may be held without notice. Special - 3 -

meetings shall be held upon notice sent by any usual means of communication not less than three (3) days before the meeting. 5. Quorum and Vote. The presence of a majority of the Directors shall constitute a quorum for the transaction of business. A meeting may be adjourned despite the absence of a quorum, and notice of an adjourned meeting need not be given if the time and place to which the meeting is adjourned are fixed at the meeting at which the adjournment is taken, and if the period of adjournment does not exceed thirty (30) days in any one adjournment. The vote of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless the vote of a greater number is required by the Charter, these By-Laws, or by the laws of Tennessee. 6. Executive and Other Committees. The Board of Directors, by a resolution adopted by a majority of its members, may designate an executive committee, consisting of two or more perc sons, who may or may not be directors, and may delegate to such committee or committees any and all such authority as it deems committee the power to exercise all the authority of the Board of Directors in the management of the affairs and property of the Corporation. ARTICLE III **OFFICERS** The Corporation shall have a president and a 1. Number. secretary, and such other officers as the Board of Directors shall

from time to time deem necessary. Any two or more offices may be held by the same person, except the offices of president and secretary. 2. Election and Term. The officers shall be elected by the Board at its annual meeting. Each officer shall serve until the expiration of the term for which he is elected, and thereafter until his successor has been elected and qualified. 3. Duties. All officers shall have such authority and perform such duties in the management of the Corporation as are (n normally incident to their offices and as the Board of Directors 3 may from time to time provide. 9 ARTICLE IV RESIGNATIONS, REMOVALS AND VACANCIES 5 0 Resignations. Any officer or director may resign at 4 any time by giving written notice to the Chairman of the Board, C the President, or the Secretary. Any such resignation shall take 9 effect at the time specified therein, or, if no time is specified, 3 then upon its acceptance by the Board of Directors. 2. Removal of Officers. Any or all of the Directors may be removed by the Board whenever in its judgement the best interests of the Corporation will be served thereby. 3. Removal of Directors. Any or all of the Directors may be removed either with or without cause by a proper vote of the shareholders; and may be removed with cause by a majority vote of the entire Board.

Newly created directorships resulting Vacancies. from an increase in the number of directors, and vacancies occurring in any office or directorship for any reason, including removal of an officer or director, may be filled by the vote of a majority of the directors then in office, even if less than a quorum exists. ARTICLE V ACTION BY CONSENT 9 Whenever the shareholders or directors are required or m permitted to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken, signed by all the persons or entities entitled to vote thereon. 0 ARTICLE VI AMENDMENT OF BY-LAWS C 9 These By-Laws may be amended, added to or repealed either œ by: 1) a majority vote of the shares represented at any duly constituted shareholders' meeting, or 2) a majority vote of the entire board of directors, which may, however, may be amended or repealed by the shareholders.

CERTIFICATION I certify that these By-Laws were duly adopted at the organizational meeting of the Corporation held on the 1st day of September , 1982, and were approved by all the shareholders on that date. President

See ann Eley 9

2553 (Rev. October 1981) Department of the Treasury Internal Revenue Service

Under penalties of perjury, I doctors that I have examined this election, including accompand complete.

Election y a Small Business Co oration (Under section 1372 of the Internal Revenue Code)

For Paperwork Reduction Act Notice, see Instructions on back.

OMB No 1545-0146

Esperes 8-31-84

Targeted Communications		Employer Iden Instructions) 62-114		n b 0/ (600	MSTru	inal business activity and fic product or service (see internal) 5-Communication	
lumber and street	2.00					Election	on is to be effective for tail beginning (month, day, year)
P.O. Box 60685						-	1-1-83
Nashville, TN 37206						(see in	r of sheres issued and outstanding structions) 1.000
s the corporation the outgrowth or co	genization, a	and period of its existence	***************************************			Na	8-18-82 shville. TN
f this election takes effect for the first Date corporation first had shareholders						_	
8-18-82		18-82		-18-82	of beamers		nual return will be filed for year ending (menth) 12
		F Sharehelders' Consent the undersigned share	Statement. We,		ock owned	T	H. Social security
Name of each shareholder, person have munity property interest in the corporation and each tenant in common, joint tenant, in by the emirety. (A husband and wife (and tat@are treated as one shareholder, Now must be listed below if both own interest in the corporation.)	d their es- rever, both in stock of	to the corporation's treated as an "electing corporation" under sec "(Shareholders sign an	election to be	Number of shares	Dates		(employer identification number of estate or trust)
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TO: 88

FROM: 8M

DATE: JANUARY 28TH

RE: EQUIPMENT PURCHASED

	Type of Equipment	*Date	Amount **
	I. IBM-System 34		
	(a) Processor with 128K, 2D Diskette Drive, 128MB	8/27/84	\$14,500.00
	(b) System Software	9/14/84	7,723.00
	(c) Modem Eliminator	10/24/84	431.00
2	. Word COM		
	(a) Specified Software	11/19/84	12,500.00
3	. 5211-2 Printer	12/1/84	4,777.50
4	. Information Distributor:48008PS (a) Laser 6670	8/29/84	23,756.24
5	. IBM- PC-XT and supplies	2/1/85	4,187.25
6.	. Xerox Copier	9/20/82	2,613.56
7.	Pitney Bowes Mailing Equip.	9/20/82	6,420.31
8.	MEL 3000 (Compudialer)	9/23/82	36,000.00
9.	IBM - System Six/450	3/22/62	25,464.25
		TOTAL	\$138,373.11

^{*}Date of payment, not delivery.

^{**} Amount check was written for

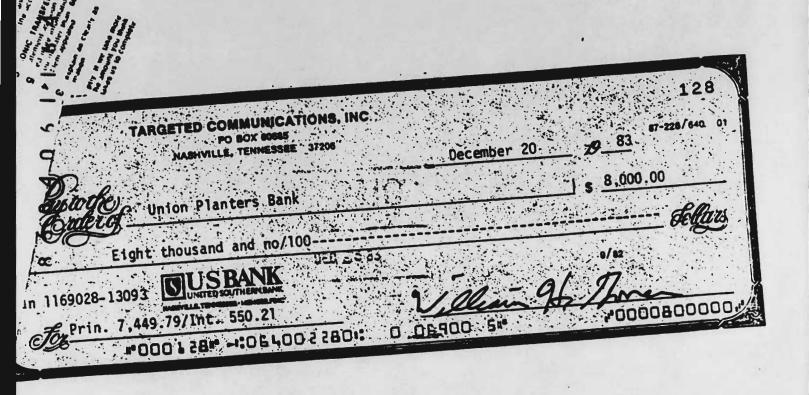
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PLEASE ENDORSE ALL CHECKS. Checks and other items are received for deposit subject to the rules and regulations of this financial institution. Use reverse side for additional listing or attach tage.

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I'S A TED CONTENTICATIONS, INC.

HILL FREETAN, TREASURER
HE-Elect Congressman Boner

This is to signify an agreement retwire largeted Communications, Inc. and the Re-elect Congressman Bill Bener Carbrigh Committee for the lease of a Pitney Bowes fast Mail System (Inserter, Model No. 3307, Serial Number 014308, Mail Machine, Model No. 5600, Serial Number 165002, Fld/Insert Model No. 1831, Serial Number 014355) owned by Targeted Communications, Inc. The Campaign Constitute will pay to Targeted Communications, Inc. the sum of \$700.00 per munth for the lease of said Pitney Bowes Mail System and Targe Communications, Inc. shall pay for all service repairs for the duration of this lease agreement.

10/1/12

the strong, INC.

t warrasman Boner

This is to signify an agreement between Targeted Communications. Inc. and the Re-elect Congressman Bill poner Campaign Committe for the lease of a MFL 3000 System wheelty furgeted Communications, Inc. The Campaign Connitte shall pay to organic Communications, Inc. the sum of \$1,500.00 per month for the top of a good MEL 3000 System and Targeted Communications, Inc. shall pay for all service repairs for the duration of this lease agreement.

3/12/83

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TARGETED COMMUNICATIONS, INC.

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Re elect Congressmen Boner 1984

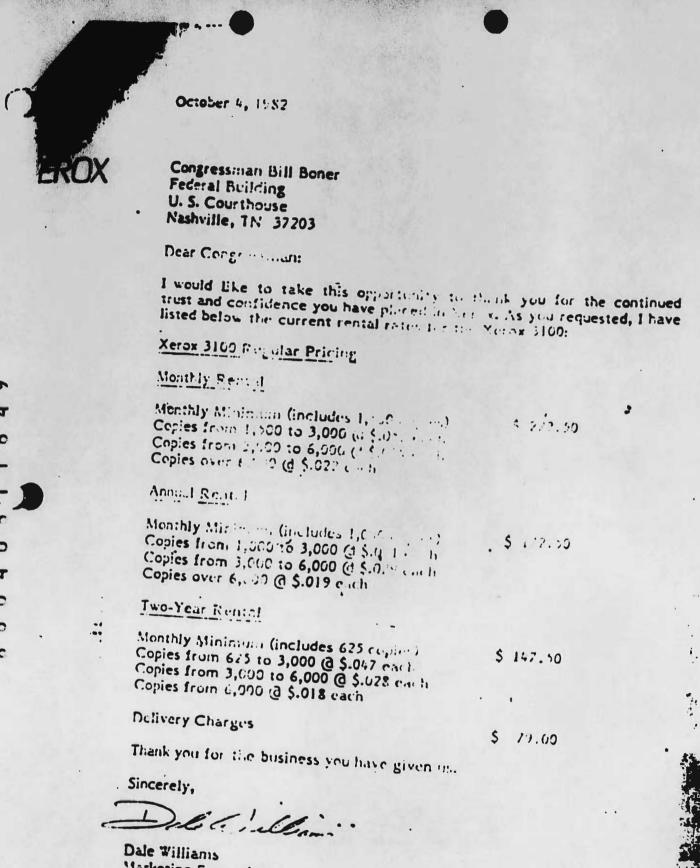
LEASE AGREEMENT

This is to signify and agreement between Targeted Communications, Inc. and the Re-Elect Congressman Boner 1980 Committee for the lease of an IBM System 34 Computer, 34 Software and 6670 Laser Printer (includes 5,000 prints and cost schedule for additional prints will be 75% of the cost that IBM would charge). The Campaign Committee will pay to Targeted Communications, Inc. the sum of \$5,600.00 per month for the lease of said System 34, 34 Software and 6670 Laser Printer and shall pay for maintenance and service repairs for the duration of this lease agreement.

1/1/85

WILLIAM H. BONER

H. FaFEMAN, Treasurer Contrastinan Boner, 1986



Marketing Executive XEROX CORPORATION

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XEROX 3100 - Rental Rates, 1984 November

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annua] .	183.00	1.000	.062
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Please Note: Xerox is having a price increase on some products effective You may want to check with me to see if your rices will change.



Septerker 14, 11 Congressman Bill Pauner 552 U S Court Hatte Nashville, TN 37703 Dear Betty: Here are our Pitney Bowes current lea ing rates. These would be what all major Leasing Companies are using as their factors. ONE (1) YEAR LEASE \$714.29 PER MONTH (FOR ONE YEAR) 1WO (2) YEAR 141 . \$425.68 PFR "CN (24 M. Tare E) SIX (o) tellar in \$3,932.17 If I can be of it or service to c : : : V ne knew. C 9 œ GC:i. s CC: John Pall

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CCNGRESSMAN BILL BONER 552 U S Courthouse Nashville, TN 37203 Atten: Betty Murray

Dear Ms. Murray:

Enclosed is the information you requested in regards to your existing Pitney Bowes Mailing System.

1) One-year monthly 1651, ()

2) Two-year acnthly classes

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Thank you.

Truly,

JJ. Gaye Amick

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April 6. 1983 Congressman Bill Boner Roum 552 Foderal Court H Nachestle, H. Dear Congressme. " der: Please note that the leasing ch. , on a Mpl 3000 similar to the one you are proceed. Attitizing would approximately \$1,600.00/month. 9 19 9 0 Thank you for doing business with Mariba Electronic Labs, Inc 4 C 9 α AS: tihs

.December 7, 1984 Congressmen Bill De ar Room 552 Federal Court His Nashville, TN. 37.00 Dear Congressman Bower: Please note that the leasing charges on a Mel similar to the now you are presenting utilizing approximately \$1,000,00/month. would Thank you for done to are i . . . Labs. Inc. AS: hite MENTA ELECTRONIC LABS. INC. 173. MINISTERSE PR. GUINT TO ATLANCE GEOPGIA 30340 (4034) 457-3700

Mr. Butch Eley
Office of Congression Bill Bones
U. S. Courthouse
Nashville, Tennessee 37201

Dear Butch:

The following is the information you request the regarding rental of IBM equipment. These figures are not to be confidered a price quotation, but rather are to be used by your organization for informational purposes only. These prices do not reflect state and local taxes should they be applicable.

			C O S T PER HONTH
IEM SYSTEM/34 COMPL	TER		\$3,237.00
1EM SYSTEM/34 SOFTW	ARE		\$ 769.00
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Add'l Prints:		(°	\$.012/Each \$.009/Each
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Eutob, if we can be of further against once, the of heeft are to contact us.

Sincerely,

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N. Al Houk

Advisory Marketing Representative National Marketing Presision

NAH: 4G3Q. 2514.8

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Certificate

The undersigned, as Secretary of State of the State of Connessee, hereby certifies that the attached document was received for filing on behalf of

was duly executed in accordance with the Cennessee General Corporation Act, was found to conform to law and was tiled by the undersigned, as Secretary of State, on the date noted on the decument.



Secretary of State

OF THE TERMESSEE GENERAL CORPORATION ACT OF TARGETED COMMUNICATIONS, INC.

Pursuant to the provisions of Section 48-1-1007 of the Tennessee General Corporation Act, the undersigned corporation submits the following articles of dissolution for the purpose of dissolving the corporation:

- The name of the corporation is TARGETED COMMUNICATIONS, INC.
- 2. The approval and intent to dissolve the corporation was given by its sole shareholder on September 30, 1985, and the written consent to the dissolution of the corporation is hereby given, <u>nunc pro tunc</u>, and submitted herewith, pursuant to the provisions of Section 48-1-1002 of the Tennessee General Corporation Act.
- 3. All debts, obligations and liabilities of the corporation have been paid and discharged, or adequate provision has been made therefor.
- 4. As a corporation for profit, all remaining property and assets of the corporation have been distributed among its sole shareholder in accordance with his respective rights and interests.
- 5. There are no suits pending against the corporation in any court of law.

DATED James 3/ . 1986.

TARGETED COMMUNICATIONS, INC.

By: Villa 94 77

STATEMENT OF INTENT TO DISSOLVE TARGETED COMMUNICATIONS, INC. BY WRITTEN CONSENT

To the Secretary of State of the State of Tennessee:

Pursuant to the provisions of Section 48-1-1002 of the
Tennessee General Corporation Act, the undersigned corporation
submits the following statement of intent to dissolve upon
written consent of its sole shareholder.

- The name of the corporation is TARGETED COMMUNICATIONS, INC.
- 2. The names and address of its officers are:

William H. Boner - President 714 Russell Street Nashville, TN 37206

Lee Ann Eley Secretary- 1725 Gen. George Patton Dr.
Treasurer Unit 101
Franklin, TN 37064

- The names and addresses of its directors are:
 - Lee Ann Eley 1725 General George Patton Drive Unit 101 Franklin, TN 37064

Howard H. Eley 1725 General George Patton Drive Unit 101 Franklin, TN 37064

4. The approval and intent to dissolve the corporation was given by its sole shareholder on September 30, 1985, and the written consent to the dissolution of the corporation is hereby given, nunc pro tune.

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TANGETED COMMUNICATIONS, INC.

By: WHESIDENT 91 7

WRITTEN COMMENT OF DISSOLUTION

TARGETED COMMUNICATIONS, INC.

I, the undersigned, being the sole shareholder of Targeted Communications, Inc. and the sole shareholder entitled to vote, approved the dissolution of Targeted Communications, Inc. on September 30, 1985, and hereby give my written consent, nunc pro tune, that such approval was given and intent made on that day to dissolve Targeted Communications, Inc., a corporation organized and existing under the laws of the State of Tennessee. This written consent has been signed by the sole shareholder of said corporation.

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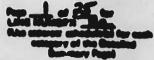
DATED garage 31. 1986.

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achville, TH 37206	TWE OF REPORT	
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E. Pull Name, Malling Address and 29 Gods Mr. John W. Clay, Jr. 418 Ellendale Drive Machville, TM 37205	Hame of Employer Third Mational Bank	Open (manch, day, year) 12-12-85	Amount of Both Resolut This Parks 500 - 00
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Mr. Porrest M. Burrett 606 5th Avenue, West Springfield, TN 37172	Birminghem-Hashville	day, year) 11-11-85	Results This Parks 1,000.00
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lay information capital from each Reports or Statements may not be said or used by any parson for the purpose of calletting contributions or by that purposes, other than using the numbe and address of any political asmentance to eather constitutions from each asmentance.

| Committees the Public and of Gar Re-Elect Congressmen Bill Boner 1966 A. Poll Stone, Shilling Address and SP Code Hr. San H. Floming Name of Greaters Cate Importh, Amount of Bash t this Parted 12-12-85 500.00 810 Jackson Boulevard Nachville, TM 37205 Primary Passint For: 0 0----Agreeme Weer-co-Date-Boon_chil O Other Speattyl: B. Pull Hums, Malling Address and 20P Gado Amount of East Dote (month, Name of Employer Reseast This Period Mr. Criswell Freeman day, year! Criswell Freemen Comapny 5966 Post Road 11-25-85 1000.00 Mashville, TM 37205 Princy Residet For: O Cananal Proglant Aggregate Vegres-Buss-81000 . (30 O Other lepesity): C. Pull Harris, Mulling Address and SIP Gods Date (menth, Amount of Bush no of Con Cit. Poul Freeman, Jr. Residet This Parked Southern Machinery Co., day, year! Unit 143, Jefferson Square Incorporated 5039 Hillsbore Road 1000.00 12-3-85 Machville, TH 37215 Reading For: 8 0 Other Speedly): Chairman of the Board Primary Apres Ver-e-81000.00 D. Pull Huma, Mulling Address and 219 G Does (month, Amount of Both O Mr. William M. Procuen Freeman Webb Cumpany Rossign This Parled day, year! Route 1, Columbia Pike 1000.00 12-12-85 Box 139 Thomses Station, TH 37179
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8. Pull Name, Mulling Address and SIP Gods Nr. Frank Gerrell Route 2 Thompson Station, TN 37179	Home of Employer Benn, Berry, & Sims	Open (manch, day, year) 11-7-85	Amount of Both Reseipt This Period 500 - 00
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G. Pull Name, Malling Address and EP Gods Mr. Paul Graumer Route 3, 155 Riverment Circle Gallatin, TN 37066	Home of Employer Galaxy Oil Company	Date (manth, day, year) 9-9-85	Amount of Both Receipt This Period 500 - 00
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B. Pol Hamm, Malling Addressed 29 Code Hr. H. Lynn Greer, Jr. 306 Deer Park Circle Hashville, TN 37205	Name of Employer Greer Investment Company	Dote (month, day, year) 9-9-85	Amount of Each Receipt This Period 250.00
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Agreem Var-up-duss—8 1000.00 A. Fairfilling distinguishing and SP-Gush Here. Mildred Henry 116 Sensyventure Place Headwrille, SH 37205 Compates				
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Australia For Princey & Green Basserica Basser	116 Bongventure Place		day, years	Reside This Park
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	omen Bill Bonor 1986		
A. Full thom. Multing Address and SP Gods Here. Judy Haury 3 Femhall Close Hashville, TN 37211	Name of Brightype	day, year) 11-12-65	Amount of Each Passipt this Partied 1000.00
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O Other (spealty):	Amount for Amount 1000,00		
R. Pull Harro, Madling Address and RP Code Hr. John Colemna Rayes ' 1900 Crossell Brive Hashville, TN 37215	John Coleman Mayes & Associates	Ose (march, day, year) 12-12-85	Amount of Both Receipt This Parked 1000.00
Possipt Par: Philogry G Count	Overpation Owner		
O Other (specify):	Aggregate Visir-to-Date-6 1000.0	0	See Marketine
C. Pull Hums, Malling Address and SIP Gods No. Holly Hayes 120 Postwood Place Heshville, TN 37205	Grundy County	Does (manch, day, year) 12-12-85	Amount of Bosh Receipt This Parked 1000.00
Possign For: Phingry B Ground	Computer Educator		
O Other Ispessify):	Agament View to Sun -\$ 1000.0		
B. Fed Home, Milliophibles and EP Code Hr. Steve H. Maye 805 Clematic Drive Hashville, TN 37205	Gobbell, Hays & Pickering	Dees (manth, day, year) 12-12-85	Amount of Both Receipt This Ported 1000.00
Passing For: Primary G Conord G Other Speedly):	Engineer Aggregate Vest-to-Com-\$1000_0		
E. Pull Name, Mulling Address and ZP Code Hr. Eugene Heller 224 Deer Park Drive Hashville, TN 37205	Name of Employer Veather Tamer	Does (month, day, year) 10-16-85	Amount of Bath Reside This Parise 1000.00
Resign For: Officery O Consul	Vice-President		
© Other (speedly):	Aggregate Vegree-Gate-G1000.0	0	
P. Full Hamm, Middley Address and EP Gods Hr. Kel Heles 305 Appenention Brive Brentwood, TH 37027	American Consultants International	Dote (manth, day, year) 12-12-85	Amount of Both Receipt This Period 1000.00
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	Assessed Vog-to-Dots-01000.0	0	College and the college
9 Other bounds 6. Full Street, Madding Address and SIP Outs for . Nothly Miles 23 Tea Rose Torrace Broatwood, TH 37027	Sobby Hite Real Estate	Dote Smarth, day, year) 12-12-85	- Amount of Both Receipt This Perfor 500 - 00
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tone of Commisses in Publisher Ro-Elect Cong	resens Bill Sener 1984		
tr. Billy Hitt Billy Hitt Billy Hitt Billy Hitt Billy Hite Boodletteville, TM 37072	Hitt Electric Company	the demands, dec year) 11 18-85	Amount of Both Recept this Period 1 000 - 00
O Other Specify):	Provident Agreen Ven-so-One-61(1)(1), (b)		
R. Pull Huma, Mulling Address and SIP Gods Nr. Ephriam H. Hoover, III 5587 Mr. View Boad Antioch, TM 37013	None of Employer Tidevator Association, Incorporated Commune	there (munch, doc year) 12 1-85	Amount of Eath Receipt This Parise 11H10.00
Resilet Par: Phimpy 0 Consel O Other Speatigh:	Secretary Approprie Vier-to-Date-8 (1914), (10)		
R. Pull Hums, Hulling Address and SIP Gods Rr. Thomas S. Hoover Sell Ridge Trace Antioch, TH 37013	Hoover Company, Inc.	these (munch, day, year) 12-1-(17)	Amount of Each Revent This Parked 1000.00
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N. Fell Henn, Methy Address and SP Guds Mr. Webb Hoese 600 Herpeth Bond Road Machville, TH 37221	Commerce Construction Company	Class (manch, day, year) 1.2 - 1.2 - 15	Amount of Both Recept This Period 1000.00
Residut Part Britishary G General G Other Specify):	Vice-Freeident Agrees Ver-s-See-5 (000, 00	L	
E. Pull Hama, Malling Address and EP Godo Nr. Ton Hudgins 308 Green Valley Boulevard Franklin, TN 37064	Alman Construction Co.	Case (manth, day, year) 12-4-85	Amount of Each Resolut This Parket 1000.00
Resolut Far: "Trimary 0 Conord 0 Other (specify):	Vice-President Aggregate Veg-es-Gam-6 1000,00		
F. Follows, Marine Address and 29 Cods Mr. Kenneth S. Innis 401 Bowling Avenue Hesbwille, TN 37205	Innis and Associates	Open (marrith, day, year) 7-1-85	Amount of Both Passipt This Paris 1000.00
Pendys Pari . STitmay 9 Conord	General tent Approprie Ver-sp-Gree-9 1000.00		
0 Chr touthin Address and EF Cods Hr. William F. Johnston 710 Jackson Bouleverd Headwille, TH 37205	Lanadan, Borlen & David	Open (march, day, year) 12-12-85	Amount of Bash Receipt This Parts 500.00
Anados fars Strang Canada Cana	Attorney Aprend Ver-e-Con-8 1000 , 00		
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Ad Name, Medicy Address and STA State	None of Continue	Cloto temporals,	Amount of Gust
r. Roland L. Jones 20 Chismey Hill ashville, TN 37221	Jones and Jones	der, year) 11-11-85	Personal this Period 1000.00
hantet Pari Philippy 8 Guard	Owner Table A		
G Other Appethyls	Age-100 Var to-Con-0 1000 . Oc		
Put Name Matthy Address and MP Gude ir. T. E. Jonne 10 Lester Avenue 10shville, TN 37210	Travecca Towers	der, yearl 12-12-85	Amount of Eash Researt This Parted 2000.00
	Occupation		
Coder Speaky):	Manager Aggregate Ver-to-Core - 02(000), 001		
E. Pull Home, Multing Address and 28P Gods	Name of Employer	Date (manth,	Amount of Book
tr. Herschel Katzmen 1545 Stanford Drive Hashville, TN 37215	Nerschel Kataman Real Estate	8-12-85	Receipt This Parked 500 - 00
Passipt For: Phimary & Gameny	Oswesten President		
O Orber femalists	Aggregate Ven-to-Date - 8 500, 00		1 - 17 - 17
D. Full Huma, Halling Address and 219 Gods	Name of Smaleser	Case tmenth.	Amount of Costs
fr. Sydney F. Keeble, Jr. 1410 Truxton Place Mashville, TN 37205	American General Services Company	doy, year) 12-12-85	500.00
	Cheupation		
Residet For: Firthway G General 9 Other Speelfy):	Senior Vice-President		
E. Pull Name, Mailing Address and ESP Gods	Aggregate Veer-to-Date—8 1000.0	Date (month,	Amount of Bud
Hr. Robert A. Keenen 908 Bettery Lene Machville, TH 37220	Keenan Construction		Reside This Ported
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9 Other (speedly):	Name of Brighover	Core (manth.	Amount of Bush
F. Pub Nume, Multing Address and 237 Grain Hrs. Hell Keenen 908 Bettery Lene Heshville, TH 37220		day, year) 12-12-85	Passint This Parket 1000.00
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Readys For: @Thinary @ General	Housevile		
O Odni Jandirit	Assessed Vegr-to-Gato-gl 000.00		
A. Fall Ham, Mallin Alban and SP Code Nr. Thomas H. Koonen 113 Clovereroft Road Franklin, IN 37064	Remod Employer Keenen Construction Co.	day, year) 12-12-85	Reside The Perfect 1000.00
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CUSTOTAL of Receipts This Page Septemble	Mam		

SCHEDULE A

ITEMIZED RECEIPTS

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	sense Bill Boner 1986	12	
. Full Hums, Making Address and 25° Code B. Kathryn Koenan OB Battery Lane sohville, TN 37220	Southern Services, Incorporated	Note (march, dev. year) 12-12-85	Amount of Bosh Receipt this Parise 1000.00
onsipt For: Shitmany G Consess O Other Speatly):	Accountant Accountant Agrees Vers-6-000-6		
r. Robert O. Keenan	Robert Koonan Construc-	Note (manch,	Amount of Both
r. Robert O. Roesen OB Battery Lame achville, TN 37220	Robert Koonan Construc-	12-12-85	Receipt This Paris 1000.00
oneipt For: Officery S Control O Other Ispessity):	Construction Agrees Ver e- Des-\$1000.(8)		
Full Home, Maddies Address and SIP Code	Name of Employer	Note (menth,	Amount of East
r. James E. Kennon 152 Pritchett Drive Jashville, TM 37220	J.E. Kennon Company	12-12-85	Receipt This Parted 1000.00
	Outspetten		
heater For: Primary D General	Contractor		C. VI.
O Other Especify): D. Pull Huma, Mulling Address and SIP State	Aggregate Veer to-Coto-61 ()()() , (1)()	Date (mansh.	Amount of Goth
r. Joe Kraft 1907 Tyne Boulevard Mashville, TN 37215	Kraft Brothers	dev, year) 11-27-85	Receipt This Parls
	Occupation		
Teacher For: Thisney D Consul C Other Specify):	Aggregate Veer-to-Date-8 (000 , 00	,	
L. Pull Home, Mulling Address and ZIP Code	Name of Employer	Date Smanth.	Amount of Book
fr. Hichael B. Eruse 134 Vaughns Gap Road Mashville, TW 37205	Touche Rors Company	day, year) 12-19-85	Receipt This Parts 1000.00
	Occupation		
heady for: Thinary Conses	CPA/Partner		
© Other (spealty): P. Full Hame, Halling Address and SIP Gods	Name of Orephyser	Date (menth,	Amount of East
Mr. Cherles Lemb 3509 Richland Avenue Mashville, TN 37205	Lamba Carpet Service	day, year) 12-12-85	Reselpt This Ports
	Overpution		
Restlyt For: D'Atmary 9 Consul	Owner		
© Other Specify): B. Full Harms, Madings Address and SIP Gods	Aggregate Veer-to-Gote-61000.0		Amount of East
Hr. Robert S. Lipman Horse Road Franklin, TH 37064	Lipman Distributors	day, year) 12-12-85	Receipt This Park 500.00
Acada Pari Phinary Ganard	Competen Distributor		
© Other Equality):	Agreyas Vou-so-Som-\$500.00		

Re-Elect Congres	oman 8111 Boner 1986		A
Full Home, thething Address and Bir Gods Mr. Hoyer H. Lipmon 4215 Herding Road Hoshville, TH 37205	Lipson Brothers, inc.	Close Smarth, day, years 12-12-85	Amount of Both Resolve this Parked 500.00
mental Part Stringery O Samuel	Coopelies Partner		
Other Specifylt	Aggregate View-to-Case-0 500 . 00		100000000000000000000000000000000000000
Poll Hum, Malley Address and SEP Code Mr. Henry C. McCall 80 Concord Park Heet Hashville, TN 37205	Pinencial Institution Services, Inc.	(top (month), day, year) 11-25-85	Amount of Bash Ressipt This Parties 1000.00
hanter Par: Titmery @ General	Compater Prosident		
O Other (specify):	Aggregate Ver-to-Bare-\$1000.00		
R. Politics, Milling Addressed BP Onto Mr. Robert R. McCalla 19 Deepwood Trail Brontwood, TN 37027	Name of Employee McCalla Properties	Dote (marth, day, year) 12-12-85	Amount of Both Recept This Ported 1000.00
hante for: Philade & Canad	Oursellen President		
O Other Insulfirls	Aggregate Veer-to-Core-\$1000.00		0-50-50
Mr. Robert S. NcCullech Route 6, Old Lebenon Dirt Road Mt. Juliet, TN 37122	Jones Brothern Construction	Date (manth, day, year) 12-12-85	Amount of Each Resease This Period 1000.00
Roodpt For: Thinary D Conord	Occupation Vice-President		
© Optor Specify): L. Full Norm, Malling Address and 21P Code	Aggregate Vear-to-Date-8 (000,00	Does treath,	Amount of East
Hr. James T. Noney 6666 Brookmont Terrace Number 1205	American Retirement Corporation	dov, year) 12-10-85	Passet This Partie 250.00
Hockville, TH 37205 Restly For: Oftmany O General	Competen Vice-President		
O Other Association	Agreem Way-to-0250,00		
© Optor (specify): P. Poll Namy-Malling Address and SIP Gods	Name of Brightyper	Date Imenth,	Amount of Both
Mr. Jense Michael Moore 8400-43 Old Colony Trail Enseville, TH 37923	Hoore Hortgage & Investment	9-9-85	Pleasable This Parts 250.00
	Consisten		
Reside For- Offitnery Consed	Agreem Ver-to-Ove-0250.00	1	
O Other James (Address and SP Grate)	Name of Brighter	Date (month,	Amount of Bush
Mr. Robert M. Moses 2604 Neyland Court Maskville, TN 37215	Best Brands, Inc.	day, year) 12-12-85	Soo. 00
Reside For Oftenary - Consid	Vice-President		
O Other Specifyfs	Agregas Ver-to-Bas-\$300.00		Constant History

Any information capital from each Pagasta: or Statements may not be cald or used by any parties for the purpose of solicities constitutions or by model purposes, other than rating the same and address of any publical assembless to exhalt exceptionisms from each assembless.
of Commission the Publi -Ro-Elect Congressmen Bill Boner 1986 A. Pull Hampthilling Address and SIP Gods Hr. Frank E. Heal, Jr. Proof Englayer Proof E. Hoal and Coto (mench, dev. year) 12-12-85 Receipt this Parted 1000.00 1221 Old Mickery Boulevard Coupeny Brentwood, TM 37027 President Prontes Par: Thingry Ganant 0 Other Specifyl: B. Pull Hams, Mulling Address and 217 Outs Agree Verse Date -\$1000.00 Amount of Bosh Harm of Employ Dote (menth, Resolpt This Period Mr. J. Dudley Phillips day, year) 4101 Franklin Road 1000.00 12-12-85 Travia Electric Co. Mashville, TN 37204 - Distance Resslet For: 0 Count Chairman of the Board © Other Separately):

C C. Pull Harris, Malling Address and 25° Outs Date (mend), Amount of Both Receipt This Period Mr. William C. O'Heil, Jr. International Clinical day, year! 1000.00 12-3-85 1 Valley Forge Dirve Labe Mashville, TW 37205 Coupeten Chairman and Reside Par: S'Atmos Chief Executive Officer Agreem Ver-to-Osto-81000.00 D Other (specify):

B. Full Hams, Halling Address and SP Got
Hr. R. A. Odon Dote Imensh, Amount of Bush Odon Sausage Company Receipt This Period doy. year! 513 Menees Lane 1000.00 12-19-85 Medison, TM 37115 Vice-President Resipt For: # Primary 0 Canada © Other typesthy):

E. Full them, thating Address and ZP Code
Mr. Douglas G. Odon Agregate Your-to-Date-81000.00 me of Employer Date Imensh. Amount of East Odom Sausage Company Reside This Paried day, year) 12-12-85 1000.00 515 Nonces Lane Medison, TN 37115 milet Ferr Princer O Canada President Agreem Veerse-Date-81000,00 Other Seposityle Mr. Alex S. Palmer Dott Smanth Amount of Bush P. Parties, Mar Receipt This Period Alex Palmer & Company day, yearl 500.00 Life & Casualty Tower 12-19-85 14th Floor Machville, TH 37219 nies Pers . Pringry President Agreeme Vog-to-Dots-0500.00 Other leposity): Nr. Larry E. Parker Name of Employer Amount of Both Dott Imenth, scalpt This Period D & P Properties 12-10-85 250.00 1026 Bettery Lene Hestville, TN 37220 Phinary Color tendiffs sales Part 9 Canard Approprie Ver to Con-0250.00 5,750.00

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me of Commune to Pull			
Re-Elect Congress	man Bill Boner 1986	0.00	
Pul Num, Milling Address and SP Gode Mr. J. Thomas Patterson 130 Paggart Avenue Mashville, TM 37205	J. Thomas Patternon Company	Dee (munth, day, year) 12-17-63	Amount of Bod Receipt this Part 250.00
moster For: O'himery G Concept G Cuter Specifyl:	Precident/Real Entate Amount Very-Amo-0 250.00		
Pull Huma, Mulling Address and SIP Gods	Name of Continue	Date (munch,	Amount of East
Mr. Soul Pourl 6121 Bresslyn Road Hashville, TH 37205	PRARLCO	day, year) 12-14-87	Needlet This Part 100.00
medit For: Officery Connect	Procident		
O Other Speedly):	Aprend Nor-to-One-6 500.00		
Full Hums, Malling Address and SP Gods Hr. Bonnie Peterson 302 Steward Road Breatwood, TH 37027	Peterson Machinery Co.	Open brounds, day, year) 11-25-81	Amount of Basis Recept This Park 1000.00
South for: Stringry School	Procident Agence Var-e-Sus-6 10(VI), 00		
. Pull Huma, Malling Address and SD Cods		Date Smooth,	Arrest of Sa
Mr. Robert T. Phillips 5617 Hillview Drive Breatwood, TN 37027	Sharendale Construction Company	12-5-85	1000.00
beside Fort Whitney Planted	Procident		
O Oper Specify): Fed Hams, Melling Address and ESP Gods	Approach Vegres-Bers-6 1250.00		
Mr. Al Phillips, Jr. 704 Bardon Place Hashvills, TN 37205	Al Phillips Insurance	Close imposts, day, year) 12-12-85	Reserve This Per 1000.00
	Compation		
backs For: Primary @ Consul	President		
© Other (speelly):	Agency Vapor-Sun-6 1000.00		
7, Pull Name, Melling Address and SIP Gods Nr. Hourise V. Pineen 231 Eneworth Place Hechville, TH 37205	Pincen & Associates	day, year) 12-3-85	Amount of the Resider This Par 1000.00
Readys For: Officery G General :	Oropoten President		1 1
• Che beatht	Amount Var-goding-0 1000.0		- Section Control
Mr. Movie S. Machin 419 Ellendele Brive Maheivile, TN 37205	Edvin Backin Company	See trent. Series	Amount of the Son Son Co.
	Procident		
Restal for Phinary 6 General 6 General	April 16-4-46-4 100.00		erman ter
COSTOTAL of Residue This Page Septional)	• • • • • • • • • • • • • • • • • • • •		3,230,00

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Any Information copied from each Plaguity or Substituting may not be eath or each by any parson for the purpose of cultating constitutions or by commental purposes, other than eating the copie and cultivation of any political committees by collect constitutions from each committees.

Pull Hamp, Martine Address and 300 Grade	Name of Originals	Date (manth,	Amount of Co.
Add Nove, Malling Address and RP Gods Mr. Ben R. Rochter 6414 East Valley Court Maskville, TM 37205	Rogers Group	12-19-85	1000.00
union For: 97Nimery 8 General	Organita President		
O Other Appealty):	Aggregate Veer-ep-Bate-\$ 1000.00		
Full Home, Multing Address and RP Gods Hr. Ken E. Reynolds 8200 Gordon Petty Court Franklin, TN 37064	More of Employer Third Mational Hank	Outo Impath, day, year) 9-9-85	Amount of East Reseast This Per 250.00
entex For: O'himpy G Control	Executive Vice-Pres.		
O Other (speedby):	Aggregate Year-to-Date - 8 25(), (H)		
Pull Hamm, Malling Address and ZIP Code Hr. Anthony Rose 503 Belle Heade Boulevard Hashville, TH 37205	Name of Employer Hike Rose Foods, Inc.	Open (manch, day, year) 11-13-85	Amount of Ea Receipt This Par 1000.00
notes for: Pfilmary 9 Constal	Occupation Vice-President		7
O Optor (specify):	Approprie Veer-to-Date - \$ 1000,00		
Full Name, Mulling Address and 217 Code Hr. Hichael J. Rose, Jr. 4407 Iroquois Avenue Nashville, TN 37205	Hike Rose Fonds, Inc.	Dose Imansh, day, year) 11-26-85	Amount of Ea Record This Po 500.00
restpt For: Ø*Fritmary © Consest	Osopoten President		
O Other (speakly):	Aggregate Year-sp-Case—8 500.00		
Full Name, Malling Address and 21P Gods Mr. Hal Rosson, Jr. 210 Boxwood Drive Franklin, TN 37064	Freeman Webb Company	Date (month, day, year) 12-12-85	Amount of Ea Receipt This Pa 500 - 00
IV	Competion		
make For: Pfrimary 0 General	Broker		
O Other (seedby):	Aggregate Veer-to-Date-8 500.00		
Mr. Joseph V. Russell 1213 Vintage Place Hashville, TN 37215	Memo of Employer Elan Imports, Inc.	Core (manch, dov. year) 12-28-85	Amount of Ea Receipt This Po 1000.00
easter For: Pfirtnery @ Consest	Grapetion President		
© Other (speakly):	Aggregate Vegr-to-Cote-8 1000.00		
Mr. Bichard W. Setterfield 925 Todd Prois Brive, L-406 Heshville, TW 37221	Tennessee Automotive	day, year) 8-12-85	Amount of Ea Passage: This Pa 500.00
leadin Pari O'Fringry & Conord	Executive Vice-Pres.		
@ Other Specify):	Aggregate Vest-to-Date-8 500.00		
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	na Bill Boner 1986	Cou tmonth,	Amount of Base
Hr. Enamel Schatten 2916 Franklin Reed Hashville, TH 37204	Schetten Properties	day, year) 11-11-85	Reside this Period
heater Fer: Øfilmery G Green	President		
© Other Specify):	Aggregate Vegree-Outs-6 1000.0		
Hr. Sidney Schatton 4113 Lone Oak Road Hashville, TH 37215	The Ledge Aparments	Cuse tmanth, day, year) 12-19-85	Amount of Each Receipt This Period 500.00
Residut Part Offitmery G Consul G Other Specifylt	Property Manager Agrana Var-se-Dan-9 500.00		
E. Pull Huma, Multing Address and ESP Gods	Name of Employer	Case (ment).	Amount of East
Me. Carea Shaffer 104 Gleswood Drive Clarksville, TN 37040	McQuiddy Office Designers	dov. yeari 12-12-85	Prosent This Parket 250 - 00
Reside For: O'Many Consul	Assistant Vice-Pres. Assistant Vice-Pres.		
O Cuber (speedly):		Does Imenth,	Amount of East
No. Caren Shaffer 104 Glenwood Drive Clarksville, TN 37040	HeQuiddy Office Designers	day, year) 12-26-85	Positive This Positive 250.00
Readyt For: Primary D General	Assistant Vice-Pres.		
G Other (specify):	Aggregate Veur-to-Oute-0 500.00		
Hr. J. Harold Shankle 305 Paducah Drive Hendersonville, TN 37075	J. Marold Shankle Construction	Date (march, day, year) 12-12-85	Research This Parks 1000.00
	Competten		
Residue Par: O'hitmany © General © General	Contractor Aggreen Ver-to-Cott-6 1000.	8	CHICAGO IN CONTRACTOR IN CONTR
F. Pull Hame, Mulling Address and 219 Gods	Name of Streets	Date (mant).	Amount of Bud
Mr. Richard M. Small 210 Brookhollov Road Hackville, TH 37205	Horace Small Manu- facturing	day, year) 12-3-85	Pleasable This Parks 1000.00
Reside Pary . Whitney @ Guard	Grupsten Heaufacturer		
O Oto levels	Aggregate Voor-to-Bate-\$ 1000.		
G. (no them, seems Assess and SP Gods Mr. Rocco Smith, III 3003 Horan Rood Franklin, TH 37064	Name of Employer Houry & Smith Construction	12-3-85	Parameter Visit Parks 1000.00
Andre for Phoney General	Contractor		
8 Other Speedlyfs	Agregan Voy-to-Son-8 1000.	00	
COSTOTAL of Receipts This Page Imprisedly			3,000.00

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Name of Commission in Published. Commissioners, 2011. Response. 2014.

Pull Huma, Malling Address and SIP Gods	non Sill Boner 1966	Case Imangh,	Amount of East
Mr. Roose Smith, Jr. Route 5, Wilson Pibe Ravenswood Farm Franklin, TN 37064	Houry & South Construction	11 12-85	1000.00
nonipt Par: O'Primary General	President - 1400 30		
G Other Speelfy):	Aggregate Vegres than -8 15(1), (1)		
Howard Maring Address and EFF Gude Hr. Robert Craig Smith Route 2, Hillview Brive Hendersonville, TH 37075	Martin, Maves & Company, Inc.	Clear (march, day, year) 1.2 - 1=85	Amount of Each Receipt This Parise 1000.00
tession Per: O'Primary @ General	Executive Vice-Pres.		
O Other Especify):	Aggregate Vegr-to-Goto-6 1000, (10		
Hrs. Hercelle Smith Route 5, Wilson Pike Franklin, TN 37064	Nume of Employer	Date Imports, day, year) 11-12-85	Amount of Each Receipt This Paris 1000 - 00
lessipe For: Offingry () General	Consorte Nouseville		
O Other Especify):	Aggregate Vegres-Date-8 1000.00		
), Full Hams, Malling Address and ESP Gods	Name of Employer	Date Smenth,	Amount of East
Mr. Stephen Buford Smith Route 5, Ravenswood Fern Franklin, TN 37064	Heury & Smith Construction	doy, year) 11-12-85	Records This Perio 1000 - 00
heating For: Firthery G General	Competten Secretary/Tressurer		
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Hr. Stephen Buford Smith Route 5, Ravenswood Farm Franklin, TN 37064	Houry & Smith Construction	Date (manth, day, year) 12-12-85	Amount of Sock Resolpt This Paris 1000.00
houter For: - Frimary Primary	Georgeton Secretary/Tressurer		
O Other Ispestiyi:	Aurent Vers 2000 .00		
P. Pud Humo, Mulling Address and EP Gods Hr. Thomas S. Smith 565 Harriott Brive, Suite 240 Hashville, TH 37210	Manual Employer Carroll & Associates, Incorporated	Over treath, day, year) 12-19-85	Amount of Book Resides This Paris 500.00
Resting For: Philingry - General -	Resource Vice-Preside Approxim Ver-to-Orn-8 500.00		
A. And those Malling Address and SEO State	Name of Employer	Date Imentil,	Amount of Book
Ref than, the Adden and EP Code Mr. Groner Smotherman 1930 Waynesbore Highway Laurenceburg, TH 38464	Nurray Chio Hamufacturing Commpny	day, year) 8-12-85	Pleaster This Party 250.00
Ready: For: O'Fringry 8 Consul 9 Other Speedy):	Executive Vice-Pres	dent	
GUSTOTAL of Reselve This Page (applicable)	•••••		3,750.00

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8. Ad them, theling Addressed EP Code Hr. Ken R. Stanfill 6214 Milbrook Road Brentwood, TH 37027	Stanfill Homen, Inc.	Core (march, day, year) 12-12-85	Amount of Eath Resolut This Period 1000.00
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Any information explicit from such Property or Supermants may not be said or used by any portunities for property of sule sing a confidentiate or far commended purposes, other than using the name and address of any policies committee to collect contribution in our in committees, Name of Commisses the Fulls Re-Elect Congressmen Bill Buner 1980 I'm to formatte. A. Pull Harris, Molling Address and 22 Gods Mann of Employer Amount of East Jey. 1001 Receipt this Paried Bill Boner Congressman P.O. Box 60125 . 1 1-N's 5600.00 Rashville, TN 37206 (IN-KIND) Occupation Reader For: Different O Consul Aggregate Year to Date \$ Cater breatly): B. Full Shore, Malling Address and ZIP Gods Amount of East Name of Employer t'asa (mnath, Bill Boner Au 1001 Receipt This Period Congressmen P.O. Box 60125 11 1-85 950.00 Bachville, TH 37206 (IN-KIND) Connection Ressipe For: Whitmany @ Ganard Aggregate Voor to-Date-\$ - Other Impactlyfe Full Hams, Mailing Address and ZIP Gods Amount of Bosh Name of Employer Pose (manth, Bill Bener Congresomen May, year) Passine This Period 11-1-85 P.O. Box 60125 1500.00 Hoshville, TH 37206 (IN-KIND) Consessor publit For: Thingy 9 Garant O Other toposity): Aggregate Year to-Date-\$ Amount of East Full Harm, Mailing Address and 20° Cod Nome of Employer I've Imenth, Bill Boner Receipt This Paried Congressmen Hey, year) P.O. Box 60125 700.00 12-1-85 Bachville, TN 37206 (IN-KIND) Consession Shipper 0 Control im Forz Aggregate Year-to-Dotts-8 Other bpestlyt: Ad them, Malley Address and 27 Oads 2611 Sense Name of Employer Amount of Both Date (manth, Congresomen Reader This Parted 220.00 day, year) P.O. Des 60125 Hashville, TH 37206 (IN-KIND) Cocupation union For: Primary D Gament Coher Separity): Aggregate Year-to-Date-8 P. Pulling Malley Address and 29 Onds Name of Employer Congressmen Amount of Bush Date Smansh. Reside This Period 3600.00 12-1-85 P.O. Box 60125 Bookville, TH 37206 (IN-CIED) Compation make Part Agency Vapor-Don-0 O Char breetlijt SLIL Bener Marry of Employee Dott (month, Amount of Bash Rossbe This Parket Congressmen day, years 7.0. Son 60125 12-1-05 1300.00 Boshville, TH 37204 (IN-KIND) Charles benth Allega Marchael 16,070.00

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Any information copied from such Reports or Busciments may not be sold or used by any person for the purpose of solir Hing contributions or far rold purposes, other shan using the datte and address of any pullshad agreedings so salest contributions from such committees. to of Commisses (in Full) Re-Elect Congressmen Bill Boner 1960 A. Pull Name, Mailing Address and SIP Godo then of the same Date (munth, Amount of East American Heat Institute Receipt this Period 250.00 8-12-85 P.O. Box 3556 Washington, DC 20007 Primary O Other Specify): B. Pull Hums, Malling Address and 21P Gods Assessed Veneral-Com 6 . 511 . ()(1) Ches (mumph, Amount of East me of Emp Associated Milk Producers PAC day, year ! Receipt This Period P.O. Box 32287 San Antonio, TX 78284 4-4-HS 1000.00 Consular Resolut For: **Officery** O Other laposity): Aggregate Your-go-Coto-S (INN), (N) C. Pull Name, Malling Address and 21P Code American Optometric Assn. PAC 600 Haryland Avenue, S.W. me of Employer Note (month, Amount of East dev. year) **Receipt This Parisel** 250.00 8-26-85 Suite 400 Washington, DC 20024 Companies Reseigt For: Orthogry 0 0 Aggregate Year-to-Date - 8 . 3(1), (10) O Other lapsoffy): O. Full Hame, Malling Address and 21P Gods ome of Employer (lete Imensh, Amount of East American Postal Workers PAC Recordt This Paried 817 14th Street, M.W. 10-1-85 500.00 C Washington, DC 20005 Occupation @ Trimery Resist For: Aggregate Veer-to-Dots-8 500.00 O Other topostly): E. Full Name, Malling Address and 21 Code American Security Council PAC Name of Employer Date Imonth, Amount of East Receipt This Parted 1000.00 dey, year) 200 Maryland Avenue, N.E. 7-4-85 Washington, DC 20002 Occupation D-fitmery Resetpt For: Aggregate Ven-es-Date-8 1500.00 O Other Ispesity): P. Pull Hums, Halling Address and 29 Gods American Society of Travel Agents Name of Employer Amount of Each Dete Imenth, Resolpt This Period day, year) 12-19-85 500.00 4400 MacArthur Boulevard Washington, DC 20007 Continue O Conord Aggregate Vier-to-Dots-8 500.00 O Other Speedly It American Truck Operators Hospertisan Amount of Each Name of Employer Date Imenth. Parallel This Parled 250.00 10-2-85 Political Action Committee 430 lat Street, S.E. Washington, DC 20003 0 Canana seales Per: @ Other Speatfyl: Approprie Veg-40-Date-8 250.00 3,750.00

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Any information copied from such Reports or Statements may not be sold or used by any person for the purpose of soliciting contributions or far mental purposes, other than using the name and address of any pullsted commisses to safett contributions from such commisses. Re-Elect Congressmen Bill Boner 1986 A. Pull Name, Making Address and 29 Gods First American Corporation PAC Name of Constant Date Impath, Possion this Period 2000.00 dev. year) First American Center Machville, TN 37238 Orreputes Strimery Resign For: D Other boostlyk Approprie Vente Date - \$ 2000.00 B. Full Hams, Malling Address and 21P Code Nome of Employer Date Imenth, Amount of East Food Marketing Institute PAC Resolut This Period dov. voor) 1750 K Street, N.W. Suite 700 9-9-85 250.00 Washington, DC 20007 Ressign For: @ Trimery O General Other lapastly): Approprie Vour-se-Com-8 250.00 C. Pull Hams, Mailing Address and ZIP Gods Name of Employer Dess tmosth. Amount of Sock Florida Sugar Cane League PAC Resolut This Paried dev. year) 918 16th Street, N.W. Suite 5-701 9-9-85 250.00 Washington, DC 20006 **Services** O Green Resist For: O Other (specify): Acurepus Veer-to-Date - 8 250,00 B. Full Harm, Marking Address and 29 Code
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FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

Stanley M. Brand, Esquire Brand and Lowell Fifth Floor 923 Fifteenth Street, N.W. Washington, D.C. 20005

RE: MUR
Re-Elect Congressman Bill Boner
1986 Committee and Bill Freeman, as
treasurer

Dear Mr. Brand:

On , 198 , the Commission found reason to believe that the Re-Elect Congressman Bill Boner 1986 Committee and Bill Freeman, as treasurer, violated 2 U.S.C. §§ 434 and 44lb. The Commission also found no reason to believe Congressman Bill Boner had violated 2 U.S.C. §§ 434 and 44lb. At your request, the Commission determined on , 198 , to enter into negotiations directed towards reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe.

Enclosed is a conciliation agreement that the Commission has approved in settlement of this matter. If your clients agree with the provisions of the enclosed agreement, please sign and return it, along with the civil penalty, to the Commission. In light of the fact that conciliation negotiations, prior to a finding of probable cause to believe, are limited to a maximum of 30 days, you should respond to this notification as soon as possible. If you have any questions or suggestions for changes in the agreement, or if you wish to arrange a meeting in connection with a mutually satisfactory conciliation agreement, please contact Charles Snyder, the attorney assigned to this matter, at (202) 376-5690.

Sincerely,

Charles N. Steele General Counsel

BY: Kenneth A. Gross
Associate General Counsel

8604051170

FEDERAL ELECTION COMMISSION

GENERAL COUNSEL'S FACTUAL AND LEGAL ANALYSIS

MUR STAFF MEMBER & TEL. NO. Charles Snyder-376-5690

RESPONDENT: Re-Elect Congressman Bill Boner 1986 Committee and Bill Freeman, as treasurer

SUMMARY OF ALLEGATIONS

The complaint in this case was filed <u>sua sponte</u> by, and against, the Re-elect Congressman Bill Boner 1986 Committee, and Bill Freeman, as treasurer ("the Committee") and Congressman Bill Boner. The complaint was filed because of respondents' concern that they may have violated various provisions of the Federal Election Campaign Act ("the Act").

The allegations may be briefly summarized. Congressman

Boner and the Committee maintain a full-time campaign office,

which handles political work on behalf of the Congressman, such

as direct mail, between elections as well as when Congressman

Boner is actually campaigning to remain in office. In connection

with these activities, Congressman Boner (who was first elected

to Congress in 1978) set up a sole proprietorship called "Letters

Unlimited ("LU") in 1981. Congressman Boner is the sole owner of

LU. LU then purchased certain office equipment and leased it to

the Committee.

In 1982, the Congressman, in order to secure certain tax advantages, set up a Subchapter S Corporation called Targeted Communications, Inc. ("TC"). Congressman Boner owns 100% of the stock of TC. On credit, TC purchased a Pitney Bowes Mail System

for \$6,420.31, a 3100 Xerex copier for \$2,613.56, a MEL 3000 telephone dialing machine for \$36,000, and an IBM computer and computer equipment and supplies for \$67,874.99. (The Committee continued to use at the same time other office equipment purchased by LU). TC leased said office equipment to the Committee, and used the rental income to pay off the note on the equipment.

Before LU (or TC) leased the equipment to the Committee,
Congressman Boner sought the opinion of the U.S. House of
Representatives Committee on Standards of Official Conduct with
respect to the contemplated LU lease. He received a statement
that the lease would be proper "if the transaction is an 'armslength' agreement conforming to standard commercial practices in
the lease of such equipment and at a rate that does not exceed
the fair market value of the lease of similar equipment in the
area."

In accordance with this advisory letter, LU leased the machinery to the Committee at a rate slightly below the fair market value, based on the rentals charged by the manufacturers. Once TC was formed, it proceeded on the same basis. Thus, the Pitney Bowes Mail System, with a fair market value of \$714.29, was leased by TC to the Committee for \$700 a month; likewise, the 3100 Xerox copier, worth \$222.50 per month, was rented for \$220 per month; the MEL 3000, worth \$1,600 per month was rented for

^{*/} This valuation was given in 1982. Xerox valued the copier at \$248 in 1984.

-3-\$1,500; and the IBM computer and the concomitant equipment and supplies, worth \$6,146 per month, were rented for \$5,600. While Respondents do not specify when each note on the equipment in question was fully paid, they do assert that, once said debt was extinguished, TC permitted the Committee to use the equipment without charge. This situation persisted until TC was dissolved on January 31, 1986 (nunc pro tunc to September 30, 1985). In its Year-End Report, the Committee stated that it 8 received in-kind contributions from Bill Boner in the amounts C \$700 for the Pitney Bowes, \$220 for the Xerox, \$1,500 for the Compudialer, and \$5,600 for a "System 14" in the months October through December, 1985. While the report for 1986 is not yet available, evidently a similar in-kind contribution, totalling 0 \$8,020, was made in January, 1986 as well, the last month of the existence of TC. C III. LEGAL AND FACTUAL ANALYSIS 9 α Under the Act, (a) It is unlawful ... for any corporation whatever ... to make a contribution or expenditure in connection with any [Federal] election ..., or for any candidate, political committee, or other person knowingly to accept or receive contributions prohibited by this section. 2 U.S.C. § 441b. The term "contribution" includes "any gift, subscription, loan, advance, or deposit of money or anything of value made by any person for the purpose of influencing any

-4election for Federal office. 2 U.S.C. \$ 431(8)(A)(i). the Commission's regulations, the term "anything of value" includes all in-kind contributions. Unless specifically exempted under 11 C.F.R. § 100.7(b), the provision of any goods or services without charge or at a charge which is less than the usual and normal charge for such goods and services is a contribution. Examples of such goods or services include ... equipment If goods or services are provided at less than the usual and normal charge, the amount of the in-kind contribution is the difference between the usual and normal charge for the goods or services at the time of the contribution and the amount charged the political committee. 11 C.F.R. \$ 100.7(a)(1)(iii). In this case, TC provided the goods to the Committee without charge for four months. The amount normally charged by TC (a figure closely approximating, as we have seen, the amount normally charged by the manufacturers of the equipment) was \$8,020 per month, or \$32,080 for four months. Thus, TC made an in-kind contribution to the Committee in the latter amount. α Since TC is a corporation, there is reason to believe the Committee violated 2 U.S.C. § 441b by accepting a corporate inkind contribution. Since the Committee inaccurately reported the source of these in-kind contributions as Bill Boner, instead of TC, there is reason to believe the Committee violated 2 U.S.C. § 434.



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

March 18, 1986

Stanley M. Brand, Esquire Brand & Lowell Fifth Floor 923 Fifteenth Street, N.W. Washington, D.C. 2005

Re: Pre-MUR 155

Dear Mr. Brand:

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This is to acknowledge receipt of your letter dated February 26, 1986 advising us of the possibility of a violation of the Federal Election Campaign Act of 1971, as amended, by the Re-elect Congressman Bill Boner Committee and Congressman Bill Boner. We are currently reviewing the matter and will advise you of the Commission's determination. We also acknowledge receipt of the suplemented information you sent me on March 11, 1986.

If you have any questions, please call Charles Snyder, the staff member assigned to this matter, at (202) 376-5690. Our file number for this matter is pre-MUR 155.

Pursuant to 2 U.S.C. 437g(a)(4)(B) and 437g(a)(12)(A), the Commission's review of this matter shall remain confidential.

Sincerely,

Charles N. Steele General Counsel

By: Kenneth A. Gross

Associate General Counsel



FEDERAL ELECTION COMMISSION WASHINGTON, D.C. 20463

MEMORANDUM TO:

THE COMMISSION

FROM:

MARJORIE W. EMMONS/ ARNITA D. HESSION

DATE:

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8 6 0

APRIL 10, 1986

SUBJECT:

Pre-MUR 155 - Complaint

The attached has been circulated for your information.

Attachment

BRAND & LOWEL PETH PLOOR P4: 08 SENSITIVE 923 PPTEENTH STREET, N.W. WASHINGTON D.C. SORE FEB 26 February 25, 1986 HAND DELIVER Kenneth A. Gross, Esq. Associate General Counsel T For Enforcement Federal Election Commission 999 E Street, N.W. Sixth Floor Washington, D.C. 20004 Dear Mr. Gross: Pursuant to our telephone discussion today we are hereby requesting the initiation of a pre-MUR proceeding as a preliminary step toward the goal of achieving pre-probable cause conciliation on certain issues relating to the Re-Elect Congressman Bill Boner Committee and Congressman Bill Boner. As I have indicated, the Congressman and his committee are concerned that the manner in which the Congressman extended certain financial assistance to his Committee may raise certain issues under sections 441a and 441b of the Act. Our preliminary assessment suggests that these issues turn on the Congressman's provision of assistance to the Committee through a sole proprietorship and a subchapter S corporation organized exclusively by the Congressman to supply campaign services under lease. 9 0 I look forward to meeting with you at your earliest convenience to discuss resolution of this matter. Sincerely, Stanley M. Brand SMB/pjs

GCC#7954 BRAND & LOWELL FIFTH FLOOR 923 FIFTEENTH STREET, N.W. WASHINGTON, D.C. 20005 (202) 662-6700 March 11, 1986 HAND DELIVER Kenneth A. Gross, Esq. Associate General Counsel For Enforcement Federal Election Commission 999 E Street, N.W. Sixth Floor Washington, D.C. 20004 Dear Ken: We appreciate your meeting with us on February 26, concerning our request for initiation of a pre-MUR proceeding and pre-probable cause conciliation. We are submitting a memorandum in support of our request which explains the facts and which includes the exhibits that you and Messrs. Snider and Whitehead requested at our meeting. Please let me know if you have any questions or need any additional material. In addition, after you have had the chance to review our submission, we would like to arrange another meeting to discuss your questions and possible resolution. Thank you again for your consideration and courtesy. 0 a. Stanley M. Brand SMB/mmr enclosure

MEMORANDUM IN SUPPORT OF PRE-PROBABLE CAUSE CONCILIATION

BRAND & LOWELL 923 Fifteenth Street, N.W. Fifth Floor Washington, D.C. 20005

(202) 662-9700

March 11, 1986

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MEMORANDUM IN SUPPORT OF PRE-PROBABLE CAUSE CONCILIATION

INTRODUCTION

In order to control the costs of running a full-time re-election campaign, Congressman Bill Boner (D-Tenn.) provided his campaign committee with the use of necessary office equipment. The leases were arranged to meet existing laws and rules and, at the same time, insure that the Congressman did not get any personal gain. The issue of how to report these arrangements has been raised by Congressman Boner and his campaign treasurer with the Federal Election Commission ("FEC") in anticipation of pre-probable cause conciliation.

This memorandum will provide the facts and supporting documents to explain the arrangements.

1. Lease From Letters Unlimited

Congressman Boner made a conscious decision to keep his campaign and election activities segregated from his official duties. This was the goal behind a number of the decisions he made.

Since his first close (51%) election in 1978, the Congressman has run full-time campaign activities. In order to do this, and to control the costs of campaigning, and to insure he did not personally gain, Congressman Boner set up two businesses.

A large expense to a campaign and to the political activities of all members is direct mail and answering written 86040511716

inquiries. In order to address this need, Congressman Boner formed Letters Unlimited, a sole proprietorship, in December 9, 1981. Exh. 1. The principal piece of equipment owned by Letters Unlimited was an IBM Word Processor. Letters Unlimited purchased and financed this equipment through a note at First American Bank, secured by the equipment itself. Exh. 2. The campaign paid \$950.00 a month to Letters Unlimited for use of this equipment.

The plan here was to lease the equipment to the campaign committee in a manner which saved money but provided no gain to the Congressman. Congressman Boner contacted the Standards Committee to seek advice concerning applicability of House Rules to the lease arrangement. The Committee responded on June 11, 1982 that the arrangement was permissable under House rules so long as it was "an 'arms-length' arrangement conforming to standard commercial practices in the lease of such equipment and at a rate that does not exceed the fair market value of the lease of similar equipment in the area." Exh. 3.

The Congressman received a written estimate from IBM itself, stating that leasing the equipment would cost the campaign committee \$1,008.00 a month. Exh. 3. In 1982, Letters Unlimited leased the machine to the campaign committee for only \$950.00. Exh. 4.

All money paid by the committee to Letters Unlimited went to paying the loan on the equipment and additional operating costs. From October, 1985 to the present, however, the campaign

committee has used the equipment free of charge. This is because, in October, the note for the purchase of the equipment was paid off. Once this note was paid off, the Congressman, intent on not having any personal gain from the arrangement, donated the use of the equipment to the campaign.

Quite the opposite from resulting in any gain to Congressman

Quite the opposite from resulting in any gain to Congressman Boner, this arrangement actually has caused him a loss. The national accounting firm of Touche Ross & Company, has stated that the arrangement resulted in tax liability to the Congressman because the arrangement was in the form of a sole proprietorship without providing any off-setting gain. Exh. 5.

2. Lease From Targeted Communications. Inc.

The purpose of Targeted Communications, Inc., like Letters Unlimited, was to assist in letter writing services. However, so that he could take advantage of limited corporate liability and different tax provisions, Congressman Boner established Targeted as a Subchapter S corporation, owned solely by him. Exh. 6. Congressman Boner knew that a candidate is not restricted in contributions to his own campaign. He intended to have this arrangement, like his sole proprietorship, provide him with a way not to realize any taxable gain, while still allowing him to donate the services or the actual equipment (when the loan for its purchase was due).

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Targeted purchased a Pitney Bowes Mail System for \$6,420-.31, a Xerox copier for \$2,613.56, a MEL 3000 telephone dialing machine for \$36,000, and IBM and other computer equipment and

supplies for \$67,874.99. Exh. 7. Each of these was financed by Targeted. The total monthly payments for financing and maintenance and additional related costs were approximately the same amount as the total the campaign committee paid for the lease of the equipment. Exh. 8. The arrangement was designed to make sure the income to Targeted was offset by its disbursements.

Targeted then leased this equipment to the campaign committee at various times. Exh. 9. The lease of equipment from Targeted Communications, Inc. followed precisely the procedure of Letters Unlimited except that the Congressman set Targeted Communications up as a Subchapter S corporation.

Following the procedure approved by the Committee, Congress-man Boner obtained written estimates for the lease of each piece of equipment. Exh. 10. In each case as well, written lease agreements were made, and the equipment was used by the campaign in its own offices.

When the notes on equipment were paid on the purchase of the equipment, Congressman Boner donated the use of the equipment to the campaign so that he would not be gaining income from this arrangement. This was done by dissolving Targeted and transferring use of the equipment to the campaign. Exh. 11. For example, Xerox itself valued a lease of its copier to the campaign at \$245.00 a month plus the cost of copies. Exh. 10. Targeted leased the machine to the campaign for \$220 a month. Exh. 9. Starting in June 1, 1985, when the copier was paid off, the copier was used by the campaign at no cost.

similar estimates were received from Pitney Bowes, MEL and IBM for their equipment. Exh. 10. In each instance, these were in writing, and in each instance, Targeted leased the equipment to the campaign for very close to the fair market value as stated in these estimates. Exh. 9. Again, Congressman Boner's intent was to off set the costs of owning the equipment. Leases to the campaign were made as close to fair market value as possible to get this done. Also, in each instance, the campaign got to use the equipment free of charge after loans on the equipment were paid off. Finally, each arrangement also followed the guidelines set out in the letter Congressman Boner received from the Standards Committee.

CONCLUSION

Through his great desire to separate campaign and official activities and his insistence that he not gain personally from his campaign arrangements, Congressman Boner now finds himself on the horns of a dilemma. If he charges the campaign for use of the equipment, he will be earning income. If he does not, he may be in violation of FEC guidelines. Congressman Boner never took more from the campaign than was necessary to pay the costs of owning the equipment. So, now that certain notes have been paid, it would be contrary to the entire arrangement for him to charge the campaign for continued use of the office equipment. Some other solution is needed.

Letters Unlimited was a sole proprietorship. It simply is the Congressman himself doing business through a different name. Free use of the equipment originally owned by Letters Unlimited should not be a problem, therefore, if it fits within those contributions a candidate may make to his own campaign. This appears to be the correct framework since any payment by the committee to the Congressman for use of the equipment could then be turned right back to the committee as a cash contribution from the Congressman to his own campaign.

The framework, however, is technically different for
Targeted Communications. Even though this was a Subchapter S
corporation, solely owned by Congressman Boner, it was still a
corporation. Congressman Boner never realized that the distinction, for purposes of limited liability and taxes, between
Letters and Targeted would make any difference under federal
election laws. When Targeted's notes on equipment are paid off,
however, providing free use of the equipment to the campaign
committee could be considered a contribution by a corporation,
despite its Subchapter S status, despite it being solely owned
by Congressman Boner, and despite his original intent.

Targeted now has been dissolved. Any use of equipment can be arranged between the Congressman personally and his campaign committee. However, there were some months when this was not the case. The Congressman is seeking guidance on how expenditures during this period should have been and should be reported.

The facts and documents clearly show that his intent -- to control campaign costs and not to gain -- were good ones and ones which he followed.

Brandin Lowell

(Loss) From Business or P.

SCHEDULE C (FORM 1040) (Sels Proprieterable) Partnerships, Joint Ventures, etc., Must Pile Form 1006. Department of the Treasury Internal Revenue Service Name of proprietor > Allech to Form 1040 or Form 1041. > See Instructions for Schedule C (Form 1040). Sound executify number of propri 41;11 72 32 WILLIAM H. BOSER Main business activity (see instructions) LETTLE PROTEIT TECH
Business name P. C. 11-11 S. INL 1717 Ett MASS HALL HUS C Employerid Business address (number and street). City, State, and ZIP pode D (1) X Cash (2) Aperus (2) ... Other (specify) Accounting method: Method(s) used to value closing inventory: (1) Cost (2) Lower of cost or market (3) ... Other (If other, attach explanation) if "Yes," ettach explanation. Did you deduct expenses for an office in your home?..... Part I Income Returns and allowances Balance (subfrect fine 1b from fine 1a) 10 2 Grase profit (subtract line 2 from time 1c) 40 Other income (attach schedule).... Total Income (add lines 3, 4a, and 4b) Part II Deductions Advertising Weges Jobs gredit Amortization End debte from sales or services WIN credit Bank service charges Total credite Car and truck expanses Subtract line 29d from 29a The Commissions 20 Windlell Profit Tex withheld in 12 Depiellon St. Fr. (1 45/2 C= 1 1981 3540 Other expenses (specify) Dues and publications..... Employee benefit programe..... Freight (not included on Schedule C-1) Insurance Laundry and cleaning Legal and professional services Office supplies and postage......... Pension and profit-sharing plans Rent on business property Repairs Supplies (not included on Schedule C-1)..... Taxes (do not include Windlell Profit Tax, see line 30)..... Travel and entertainment Utilities and telephone 55 mi 33 Net profit or (loss) (subtract line 32 from tine 5). If a profit, enter on Form 1040, line 11, and - 35411 on Schedule SE, Part II, line 5s (or Form 1041, kine 6). If a loss, go on to line 34 34. If you have a loss, do you have amounts for which you are not "at risk" in this business (see instructions)? If you

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E. Vacations for employees or their families not reported on Form W-2?

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COMBINATION PROMISSORY NOTE (Commercial System)
6 30,897.34 FOR VALUE RECEIVED, the undersigned, jointly and severally, promise to pay to the order of UNION PLANTERS NATIONAL BANK OF New Chereinster "Benk" jet the benking house of Dank, 67 Medicon Avenue in the City of Idemphis, Tennessee, in current Memphis Unions the principal seminary THIRTY THOUSAND, ETCHT HUNDRED NINETY SEVEN 5 34/100 THIRTY THOUSAND, ETCHT HUNDRED NINETY SEVEN 5 34/100 Souther width interest on the principal debt evidenced hereby from date to maturity and payable at hereinsfier set forth. Seid principal debt and the subparagraph(s) checked ® below.
AS TO FRINCIPAL ONLY: On demand, or if no demand, on
oech, commencing on Idalianty 30 and on the same of each and every of month, and querter, or same of each and every of month, and querter, or same of each and every of month, and querter, or same of each end every of month, and each end every of month, and each end every or each end ev
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Ininstalments of \$
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The total debt evidenced hereby (principal and accrued interest) shall bear interest, from the date of this virtue (whether by unmind and only one work) until this Note is fully satisfied, at the maximum rate of interest which Bank, as a national book is sure. The last to necessary and in a feed of at such maximum rate so permitted on the maturity date hereof, whichever is grosser. Any recording out the double of the satisfier rate of interest set by Bank at that time, not to exceed the maximum rate with Bank, as for all only in a product and margin of the rate hereof or such maximum rate so permitted on the date of such removal or or tend on the date of such removal or or tend on the satisfier of the rate hereof or such maximum rate so permitted on the date of such removal or or tend on the date of the principal of the rate hereof or such removal or or tend on the date of such removal or or tend on the date of the principal or or tend or
Pledged Collateral, Deposits and Life Insurance, dated.
The Personal quaranty of William H. Doner
The undersigned hereby egree to deposit such additional colluteral security as Bank may from time to time demand and in case of deprecial on other of any of the colluteral herewith or hereafter provided to secure the obligations set forth heren, to pay to Bank a cash sum equipant to such as that the amount undersident his Note shall not exceed. Uses in the bost ening of any of the following events, all of the efforested liabilities show though the obtained of Bank, bell of the same of any Obligor (which term shall not be to stiff a obtained to Bank, bell of which is to perform any agreement hereinshed or related to the lean or enrold hereby. Or it is sufficient to day for the obligation of any specified to the lean or enrold hereby to the sum of any sum of a ward away ment for the benefit of creations by or eay other act of inspired or pay and to the sum of the sum of a s

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[Commercial System]	OLCHO CO.
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The undersigned have created to Bank a lien or security interest in, have deposited with Bank or he and any other present or future indebtdees or insbillity of undersigned to Bank, whether now due or highly indepted to Bank whether now due or highly indepted to the property described in Agreement as follows:	we pledged as calleterel security for the cultiment of this ereafter to occome due, directly or indirectly (as print).
Security Agreements: Pledged Colletersl, Deposits and Life Insurance, dated:	
Accounts, Contract Rights and Inventory, dated: XX Equipment, dated: November 1, 1983	
Other: XX Personal quaranty of William H. Boner	
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Invoice number HLJ107X-60

IBM account number

1091304

Invoice date 12/31/31

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GILL WASH 714 HUSSELL ST NASHVILL:

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Office Products Division

Remittance Copy

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Please direct inquiries, correspondence and returns to: UNE VANTAGE JAY MINVILLE TY

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If name and/or address is other than shown please correct on remittance copy. (015) 747-4200 EXT ++++ Phone YIL DESCRIPTION UNII PRILE 154 US 6/400 INFURNATION PROCESSOR 0102454 7.330.00 50 04415 7.000.00 7043 SU 7043 1430 50 7933 7777 50 979s DOAL JUCUMENT PRINTER C100031 50 00411 15.000.00 1. . 6000 . 60 7314 50 7814 1:14 DU 7311 PROCESSING FORTURE -J 1927 750.00 7:3.00 STATE TAA 10000070 LUGAL TAX 7000

DESTINATION CHARGE

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Please refer to invoice number or return copy when remitting

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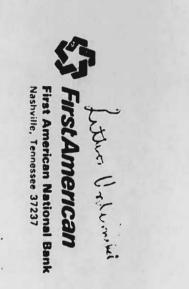
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See conditions of sale on reverse side



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Customer Signature	Received by
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	Collateral Value:
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LETTERS UNLIMITED 2119 - 24TH AVE. NORTH NASHVILLE, TENN. 37208

No.

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1983 June 7

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Pay to the order of First American National Bank

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Commerce Broadway Office Union Bank Nashville, Tennessee

LETTERS UNLIMITED

11-81

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Note Notice	- First American

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Acct. 8701917, Note No. 6505873

Congressman Bill Boner

Please enclose this notice with your remittance. Form 7022

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Unlimited

U.S. House of Representatives

COMMITTEE ON STANDARDS OF OFFICIAL CONDUCT

Machington, D.C. 20515

June 2. 1982

MM 11 1882

Honorable Bill Boner United States House of Representatives 118 Cannon House Office Building Washington, D.C. 20515

Dear Colleague:

This will respond to your letter of May 24, 1982, requesting the advice of this Committee with respect to the application of House Rules to your leasing an ISM OS/6 Word Processing Machine personally owned by you to your campaign committee.

You ask specifically if you may lease the above-noted office machine to your campaign committee in an "arms-length" transaction at a fair market value or below, based on the written confirmation from IBM officials in the district of prevailing market rates for such equipment leases.

House Rule XLIII, clause 6 provides that a Member "shall expend no funds from his campaign account not attributable to bona fide campaign purposes" and shall "convert no campaign funds to personal use in excess of reimbursement for legitimate and verifiable prior campaign expenditures." It is the opinion of this Committee that the income received by a Member from the lease of office equipment to his campaign committee would not constitute a conversion of campaign funds to personal use prohibited by House Rules if the transaction is an "arms-length" arrangement conforming to standard commercial practices in the lease of such equipment and at a rate that does not exceed the fair market value of the lease of similar equipment in the area.

The Committee is of the further opinion that any such business transaction between a Member and his campaign committee should be undertaken with extraordinary care and caution because of the appearance that could arise that the arrangement is a prohibited conversion of campaign funds. Such caution should, among other things, result in the equipment's physical location with the campaign

Honorable Bill Sener June 2, 1982 Page 2

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committee and a rental amount that reflects the level of actual use of the equipment by the campaign committee.

All rental income you received in 1982 from the committee must be reported by source and category of value in Section I-8 of the 1982 financial disclosure form which will be due May 15, 1983. If you have additional question, please contact the Committee staff.

Sincerely.

Louis Stokes Chairman

Flayd D Spence . Renking Hinority Member

LEASE AGREEMENT

H. Boner and the Re-Elect Congressman Boner 1982 Committee for the lease of an IBM Office System Six Word Processor, Serial No. 6651-50-0100081 and an optional processing feature owned by Letters Unlimited. The Campaign Committee will pay to Letters Unlimited the sum of \$950.00 per month for the lease of said System Six and shall pay for all service repairs for the duration of this lease agreement.

13/1/82 DATE

WILLIAM H. BONER

TREASURER

Re-Elect Congressman Boner .

Touche Ross & G

May 15, 1985

Congressman William H. Boner 552 Federal Courthouse Nashville, Tennessee 37203

Dear Mr. Boner:

We are replying to your in. by the same basefits, if any, that you

We have reviewed our files for the are receipts and cash disbursements records of Letters Unlimited. Our file. on the that provided not receive any distributions in the form of salary or di the trees during the calendar year 1984.

You are in an unfavorable tax posters as the sole proprietor of Letters Unlimited because you must report \$1,545.00 to the concrete 1934 tax return. This is compounded by the fact you did not receive the jets to the pay the resulting additional tax from this include.

The cash in the account that the season of a conserved through the repayment of bank loans. As you are a conserved to a loans are a The fore, you have income from non-deductible expense in computing the control Let als Unlimited through the addition and

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SECRETARY OF STATE
1982 AUS 18 F. 3 32

CHARTER

OF

TARGETED COMMUNICATIONS, INC.

800K 5929 Page 985

The undersigned natural person, having capacity to contract and acting as the incorporator of a corporation under the Tennessee General Corporation Act, adopts the following charter of such corporation.

- The name of the corporation is TARGETED COMMUNICATIONS, INC.
 - 2. The duration of the corporation is perpetual.
- 3. The address of the principal office of the corporation for the State of Tennessee shall be P.O. Box 527, Goodletts-ville, Davidson County, Tennessee.
 - 4. The corporation is for profit.
- 5. The principal purpose for which the corporation is organized is to engage in mass communications, duplicating and advertising. In addition, this corporation may engage in any and all lawful businesses other than the ones to which specific statutory business provisions apply beyond the scope of the Tennessee General Corporation Act.
- 6. The maximum number of shares which the corporation shall have the authority to issue is One Thousand (1,000) shares each of which shall be no par value, common stock.
- 7. The corporation will not commence business until consideration of an amount not less than \$1,000.00 has been received for the issuance of shares.

This 17th day of August, 1982.

JOE MANN HAYNES, Incorporator

BY-LAWS

OF

TARGETED COMMUNICATIONS, INC.

BY-LAWS

OF

TARGETED COMMUNICATIONS, INC.

ARTICLE I

MEETINGS OF SHAREHOLDERS

- 1. Annual Meeting. The annual meeting of the share-holders shall be held on September 1st of each year, either within or without this State, as may be designated from time to time by the Directors.
- 2. Special Meetings. Special meetings of the share-holders may be called by the President, a majority of the Board of Directors, or by the holders of not less than one-tenth (1/10) of all the shares entitled to vote at such meeting. The place of said meetings shall be the principal office of the Corporation, unless otherwise designated by the Directors.
- 3. Notice of Shareholder Meetings. Written or printed notice stating the place, day and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called and the person or persons calling the meeting, shall be delivered either personally or by mail or at the direction of the President, Secretary, Officer or person calling the meeting to each shareholder entitled to vote at the meeting. If mailed, such notice shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, and

shall be deemed to be delivered when deposited in the United States mail addressed to the shareholder at his address as it appears on the stock transfer books of the Corporation, with postage thereon prepaid. If delivered personally, such notice shall be delivered not less than five (5) nor more than sixty (60) days before the date of the meeting, and shall be deemed delivered when actually received by the shareholder. The person giving such notice shall certify that the notice required by this paragraph has been given. Quorum Requirements. A majority of the shares entitled to vote shall constitute a quorum for the transaction of business. A meeting may be adjourned despite the absence of a quorum, and notice of an adjourned meeting need not be given if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken. When a quorum 0 is present at any meeting, a majority in interest of the stock T C there represented shall decide any question brought before such 5 meeting, unless the question is one upon which, by express proa vision of the charter, these by-laws, or by the laws of Tennessee, a larger or different vote is required, in which case such express provision shall govern the decision of such question. Voting and Proxies. Every shareholder entitled to 5. vote at a meeting may do so either in person or by written proxy, which proxy shall be filed with the Secretary of the meeting before being voted. Such proxy shall entitle the holders thereof

to vote at any adjournment of such meeting, but shall not be valid after the expiration of eleven (11) months from the date of its execution unless otherwise provided in the proxy. ARTICLE II BOARD OF DIRECTORS Qualification and Election. Directors need not be shareholders or residents of this State, but must be of legal age. They shall be elected by a plurality of the votes cast at the annual meetings of the shareholders. Each Director shall hold office until the expiration of the term for which he/she is elected, and thereafter until his/her successor has been elected and qualified. 2. Number. The number of directors shall be fixed from time to time by the shareholders, or by a majority of the entire 0 4 Board of Directors, but shall never be less than the number required by law. 50 3. Meetings. The annual meeting of the Board of Direct-C ors shall be held immediately after the adjournment of the annual meeting of the shareholders, at which time the officers of the Corporation shall be elected. The Board may also designate more frequent intervals for regular meetings. Special meetings may be called at any time by the Chairman of the Board, President or any two (2) Directors. Notice of Directors' Meetings. The annual and all regular Board meetings may be held without notice. 3 .

meetings shall be held upon notice sent by any usual means of communication not less than three (3) days before the meeting.

5. Quorum and Vote. The presence of a majority of the Directors shall constitute a quorum for the transaction of busi-

Directors shall constitute a quorum for the transaction of business. A meeting may be adjourned despite the absence of a quorum, and notice of an adjourned meeting need not be given if the time and place to which the meeting is adjourned are fixed at the meeting at which the adjournment is taken, and if the period of adjournment does not exceed thirty (30) days in any one adjournment. The vote of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless the vote of a greater number is required by the Charter, these By-Laws, or by the laws of Tennessee.

6. Executive and Other Committees. The Board of Directors, by a resolution adopted by a majority of its members, may designate an executive committee, consisting of two or more persons, who may or may not be directors, and may delegate to such committee or committees any and all such authority as it deems desirable, including the right to delegate to an executive committee the power to exercise all the authority of the Board of Directors in the management of the affairs and property of the Corporation.

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ARTICLE III

OFFICERS

1. Number. The Corporation shall have a president and a secretary, and such other officers as the Board of Directors shall

from time to time deem necessary. Any two or more offices may be held by the same person, except the offices of president and secretary. 2. Election and Term. The officers shall be elected by the Board at its annual meeting. Each officer shall serve until the expiration of the term for which he is elected, and thereafter until his successor has been elected and qualified. 3. Duties. All officers shall have such authority and perform such duties in the management of the Corporation as are 7 normally incident to their offices and as the Board of Directors may from time to time provide. ARTICLE IV RESIGNATIONS, REMOVALS AND VACANCIES Any officer or director may resign at Resignations. 0 4 any time by giving written notice to the Chairman of the Board, C the President, or the Secretary. Any such resignation shall take effect at the time specified therein, or, if no time is specified, 0 then upon its acceptance by the Board of Directors. 2. Removal of Officers. Any or all of the Directors may be removed by the Board whenever in its judgement the best interests of the Corporation will be served thereby. 3. Removal of Directors. Any or all of the Directors may be removed either with or without cause by a proper vote of the shareholders; and may be removed with cause by a majority vote of the entire Board. 5 -

majority of the directors then in office, even if less than a quorum exists. ARTICLE V ACTION BY CONSENT Whenever the shareholders or directors are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken, signed by all the persons or entities entitled to vote thereon. ARTICLE VI AMENDMENT OF BY-LAWS These By-Laws may be amended, added to or repealed either by: 1) a majority vote of the shares represented at any duly constituted shareholders' meeting, or 2) a majority vote of the entire board of directors, which may, however, may be amended or repealed by the shareholders.

Vacancies.

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Newly created directorships resulting

from an increase in the number of directors, and vacancies occur-

ring in any office or directorship for any reason, including re-

moval of an officer or director, may be filled by the vote of a

CERTIFICATION I certify that these By-Laws were duly adopted at the organizational meeting of the Corporation held on the lst day of September , 1982, and were approved by all the shareholders on that date. President

See ann Eley 0 7 C 9 00

2553

(Rev. October 1981) Department of the Treasury Internal Revenue Service

Election



a Small Business Co



OMB No. 1545-0146

(Under section 1372 of the Internal Revenue Code) For Paperwork Reduction Act Notice, see Instructions on back. Note: This election under section 1372(a) to be treated as an "electing small business corporation" for income tax purposes can be approved

Espires 8-31-84

only if all the tests in Instruction B are met. Employer Identification number (see instructions) Nad corporation (see instructions) Principal business activity and specific product or service (see instructions) 4825-Communication 62-1142982 Targeted Communications, Inc. Election is to be effective for tax year beginning (month, day, year) Number and street P.O. Box 60685 1-1-83 City or town, State and ZIP code er of shares issued and outstanding Nashville, TN 37206 1,000 Date and place of incorporation Is the corporation the outgrowth or continuation of any form of predecessor? Yes 📋 No If "Yes," state name of predecessor, type of organization, and period of its existence 8-18-82 Nashville, TN If this election takes effect for the first tax year the corporation exists, complete A through H below, otherwise complete E through H. A Date corporation first had shareholders | B Date corporation first had assets C Date corporation began doing business D Annual return will be filed for tax year ending (month) 12 8-18-82 8-18-82 8-18-82 E Name of each shareholder, person having a com-munity property interest in the corporation's stock, and each tenant in common, joint tenant, and tenant by the emirety. (A husband and wife land their es-table) are treated as one shareholder. However, both must be listed below if both own interest in stock of the corporation.) Shareholders' Consent Statement. We, the undersigned shareholders, consent to the corporation's election to be treated as an "electing small business corporation" under section 1377(a). "(Shareholders sign and date below.) & Stock owned H. Social security
number
(employer identification
number of estate or trust) Dates acquired Number of shares 408-72-3294 Milliam H. Boner 1.000 8-18-82 5 10 11 12 13 15 is election to be valid, the consent of each shareholder, person having a community property interest in the corporation's stock, and each tenant in common, joint tenant, and tenant by the entirety must either appear above or be attached to this form. (See instructions for column F.) Under penalties of perjury, I declare that I have examined this election, including accompanying schedules and statements, and to the best of my knowledge and belief it is true, correct.

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FROM: BM

DATE: JANUARY 28TH

RE: EQUIPMENT PURCHASED

		Type of Equipment	*Date	Amount**
	1.	IBM-System 34		
		(a) Processor with 128K, 2D Diskette Drive, 128MB	8/27/84	\$14,500.00
		(b) System Software	9/14/84	7,723.00
00		(c) Modem Eliminator	10/24/84	431.00
4	2.	Word COM		
~		(a) Specified Software	11/19/84	12,500.00
_	3,	5211-2 Printer	12/1/84	4,777.50
Ţ	4.	Information Distributor: 4800BPS (a) Laser 6670	8/29/84	23,756.24
0	5.	IBM- PC-XT and supplies	2/1/85	4,187.25
4	6.	Xerox Copier	9/20/82	2,613.56
C	7.	Pitney Bowes Mailing Equip.	9/20/82	6,420.31
9	8.	MEL 3000 (Compudialer)	9/23/82	36,000.00
œ	9.	IBM - System Six/450	3/22/82	25,464.25
			TOTAL	\$138,373.11

^{*}Date of payment, not delivery.

^{**} Amount check was written for

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0	TARGETED COMMUNICATIONS, INC.
4	PO BOX 80685 NASHVILLE, TENNESSEE 37206
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PLEASE ENDORSE ALL CHECKS. Checks and other items are received for deposit subject to the rules and regulations of this financial institution. Use reverse side for additional listing or attach tape.

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TARGETED COMMUNICATIONS, INC.

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NASHVILLE, TENNESSEE 37206

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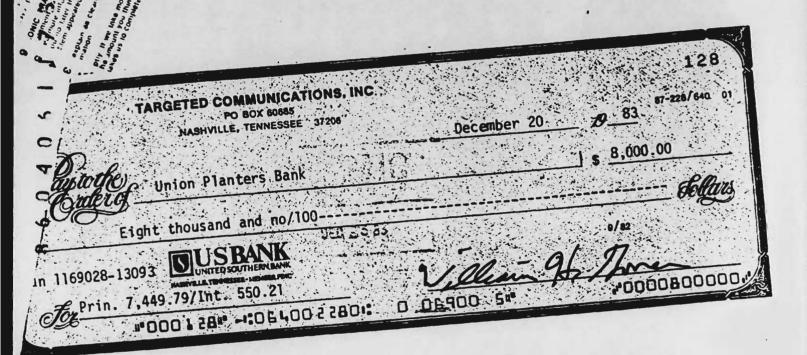
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This is to signify an agree of the condition munications, Inc. and the Re-elect Congress Bill Paper Common Condition for the lease of a 3100 Xerox Copier Cerial Number of Service /) country forgeted Commications.

Inc. The Carpaign formittee shall be a condition of the lease of service repairs for the lease of service repairs for the duration of this lease agreement.

10/1/82 DATE

IT HELD COMMUNICATIONS, INC.

HIL PREETAN, TREASURER

M -Elect Congressman Boner

This is to signify an agreement between largeted Communications, Inc.

and the Re-elect Congressman Bill Bener Communication Communications, Inc.

a Pitney Bowes Fast Mail System (Inserter, Model No. 3307, Serial Number 014308, Mail Machine, Model No. 5600, Serial Number 165002, Fld/Insert Model No 1831, Serial Number 014355) owned by Targeted Communications, Inc.

The Campaign Committee will pay to Targeted Communications, Inc. the sum of \$700.00 per month for the lease of said Pitney Bowes Mail System and Target Communications, Inc. shall pay for all service repairs for the duration of this lease agreement.

10/1/12

This Flows, INC.

The state of the s

This is to signify an agreement between Targeted Communications.

Inc. and the Re-elect Congressman Bill Boner Campaign Committe for the lease of a MFL 3000 System owned by fargeted Communications, Inc.

The Campaign Committe shall pay to long the Communications, Inc. the sum of \$1,500.00 per month for the less self-said MEL 3000 System and Targeted Communications, Inc. shall pay for all service repairs for the duration of this lease agreement.

3/17/83

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TARGETED COMMUNICATIONS. IN

Din M

Re-elect Congressman Boner 1984

LEASE AGREEMENT

This is to signify and agreement between Targeted Communications.

Inc. and the Re-Elect Congressman Boner 1986 Committee for the lease of an IBM System 34 Computer, 34 Software and 6670 Laser Printer (includes 5,000 prints and cost schedule for additional prints will be 75% of the cost that IBM would charge). The Campaign Committee will pay to Targeted Communications, Inc. the sum of \$5,600.00 prints month for the lease of said System 34, 34 Software and 6670 Lease Printer and shall pay for maintenance and service repairs for the duration of this lease agreement.

1/1/85

WILL AM H. BONER

Commes Jan Boner, 1986

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October 4, 1982

Congressman Bill Boner Federal Building U. S. Courthouse Nashville, TN 37203

Dear Congrassition:

I would like to take this opportunity to thank you for the continued trust and confidence you have placed in Mer. x. As you requested, I have listed below the current rental rates for the Merox 3100:

Xerox 3100 Regular Pricing

Monthly Rent d

Monthly Minimum (includes 1, 100 and 100) 5 2/2.50 Copies from 1,500 to 3,000 (d \$.00 and 10) Copies from 2,700 to 6,000 (d \$.00 and 10) Copies over 6.700 (d \$.022 cont)

Annual Reat. 1

Monthly Mir. 10. (includes 1,000 (1.5.4) \$ 177.50 Copies from 1,000 to 6,000 (1.5.4) 1 cach Copies over 6,000 (1.5.019 each

Two-Year Rental

Monthly Minimum (includes 625 copies) \$ 147.50 Copies from 625 to 3,000 @ \$.047 each Copies from 3,000 to 6,000 @ \$.028 each Copies from 6,000 @ \$.018 each

Delivery Charges \$ 79.00

Thank you for the business you have given us.

Sincerely,

Dale Williams

Marketing Executive XEROX CORPORATION

DW:sta.



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XEROX 3100 - Rental Rates, 1984 November

		Copies In luded	.Up to 3,000 copies	6.000
monthly	\$245.00	1,500	.062	
annual	183.00	1,000	. 054	
two-year	156.50	5.0	. 05	

"Please Note: Xerox is having a price increase on some products effective.
You may want to check with me to see if your prices will change.



September 14, 10 Congressmen Bill Pouner 552 U S Court House Neshville, TN 37703 Dear Betty: Here are our Pitney Bowes current leading rates. These would be what all major Leasing Companies are using as their factors. ONE (1) YEAR LEASE \$714.29 PER MONTH (FOR ONE YEAR) 1WO (2) YEAR 149 . \$425.68 PFR MON (24 M. ?) SIX (o) MOVED to \$3,932.17 If I can be of the services to 4 me knew. C 9 ∞ GC:inis CC: John Ball 119 1 1 1 1 1 1 1 1 1 dent

CONGRESSMAN BILL BONER 552 U S Courthouse Nashville, TN 37203 Atten: Betty Marray

Dear Ms. Murray:

Enclosed is the information you requested in regards to your existing Pitney Bowes Mailing System.

1) One-year monthly 2651.41

Two-year monthly \$348.10 2)

I appreciate ; istication gathered and 23 7 41. · · · · · · · · · · questions or need of as to give me a call.

Thank you.

Truly,

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JJ. Gaye Amick

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JCA/jam

April 5. 1980 Congressman Pill Boner Room 552 Foderal Court !! Nativille, it. Dear Congressmen iner: Please note that the leasing ch. you on a Mpl 3000 similar to the one you are proceed. Attlizing would approximately \$1.500.00/monili. 7 1-1 5 0 Thank you for doing business with Melita Electronic Labs, C 2 00 AS: tihs

.December 7, 1984 Concressmen Bill Tomer Room 552 Wederal Court Him Nashville, TN. 37.00. Dear Congressmen Boner: Please note that the leading charge, on a Mel similar to the one you are proportly utilizing would approximately \$1,500,00/month. Thank you for doing to area. Labs. Inc. AS:tille

Mr. Butch Eley
Office of Congressian Bill Boner
U. S. Courthouse
Nashville, Tennessee 37201

Dear Butch:

The following is the information you requested regarding rental of IBM equipment. These figures are not to be considered a price quotation, but rather are to be used by your eigenst tren for informational purposes only. These prices do not reflect state and local taxes should they be applicable.

		C O S T PER HONTE
IBM SYSTEM/34 COMPUTER		\$3,237.00
1EM SYSTEM/34 SOFTWARE		\$ 269.00
IBM 6670 LASER FRINTER Includes 5,000 Prints Add'l Prints: 5,001-30,000 30,0014	t= (v	\$2,640.00 \$.012/Each \$.009/Each

Butch, if we can be of further assistance, we set best are to contact us.

Sincerely,

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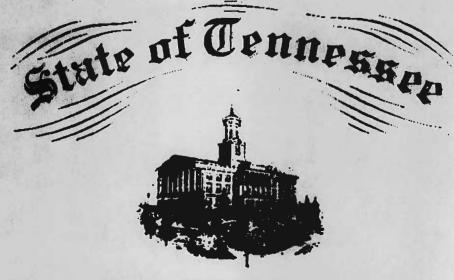
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N. Al Houk

Advisory Marketing Representative National Marketing Prevision

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Certificate

The undersigned, as Secretary of State of the State of Tennessee, hereby certifies that the attached document was received for filing on behalf of

TARGETED COMMUNICATIONS, INC.

was duly executed in accordance with the Connessee General Corporation Act, was found to conform to law and was tiled by the undersigned, as Secretary of State, on the date noted on the document.



Auntry Crowell
Sorretary of State

OF THE THURSES GENERAL CORPORATION ACT OF TANGETED COMMUNICATIONS, INC.

Pursuant to the provisions of Section 48-1-1007 of the Tennessee General Corporation Act, the undersigned corporation submits the following articles of dissolution for the purpose of dissolving the corporation:

- The name of the corporation is TARGETED COMMUNICATIONS, INC.
- 2. The approval and intent to dissolve the corporation was given by its sole shareholder on September 30, 1985, and the written consent to the dissolution of the corporation is hereby given, <u>nunc pro tunc</u>, and submitted herewith, pursuant to the provisions of Section 48-1-1002 of the Tennessee General Corporation Act.
- 3. All debts, obligations and liabilities of the corporation have been paid and discharged, or adequate provision has been made therefor.
- 4. As a corporation for profit, all remaining property and assets of the corporation have been distributed among its sole shareholder in accordance with his respective rights and interests.
- 5. There are no suits pending against the corporation in any court of law.

DATED James 3/ , 1986.

TARGETED COMMUNICATIONS, INC.

By: William 91 Dans

5040511766

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STATEMENT OF INTENT TO DISSOLVE TARGETED COMMUNICATIONS, INC.

BY WRITTEN CONSENT

To the Secretary of State of the State of Tennessee:

Pursuant to the provisions of Section 48-1-1002 of the
Tennessee General Corporation Act, the undersigned corporation
submits the following statement of intent to dissolve upon
written consent of its sole shareholder.

 The name of the corporation is TARGETED COMMUNICATIONS, INC.

to programme the same source was

2. The names and address of its officers are:

William H. Boner President 714 Russell Street Nashville, TN 37206

Lee Ann Eley Secretary- 1725 Gen. George Patton Dr.
Treasurer Unit 101
Franklin, TN 37064

3. The names and addresses of its directors are:

Lee Ann Eley 1725 General George Patton Drive Unit 101 Franklin, TN 37064

Howard H. Eley 1725 General George Patton Drive Unit 101 Franklin, TN 37064

4. The approval and intent to dissolve the corporation was given by its sole shareholder on September 30, 1985, and the written consent to the dissolution of the corporation is hereby given, nunc pro tune.

TARGETED COMMUNICATIONS, INC.

By: William 91 Johnson

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WRITTEN CONSENT OF DISSOLUTION

OF

TARGETED COMMUNICATIONS, INC.

I, the undersigned, being the sole shareholder of Targeted Communications, Inc. and the sole shareholder entitled to vote, approved the dissolution of Targeted Communications, Inc. on September 30, 1985, and hereby give my written consent, nunc pro tunc, that such approval was given and intent made on that day to dissolve Targeted Communications, Inc., a corporation organized and existing under the laws of the State of Tennessee. This written consent has been signed by the sole shareholder of said corporation.

DATED games 31 . 1946.

William Ho Some





FEDERAL ELECTION COMMISSION WASHINGTON, D.C. 20463

MEMORANDUM TO:

THE COMMISSION

FROM:

MARJORIE W. EMMONS/ ARNITA D. HESSION

DATE:

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APRIL 10, 1986

SUBJECT:

Pre-MUR 155 - Complaint

The attached has been circulated for your information.

BRAND & LOWEL PETH FLOOR WASHINGTON DIC MORE FER 26 February 25, 1986 HAND DELIVER Kenneth: A. Gross, Esq. Associate General Counsel U For Enforcement Federal Election Commission 999 E Street, N.W. Sixth Floor Washington, D.C. 20004 Dear Mr. Gross: Pursuant to our telephone discussion today we are hereby requesting the initiation of a pre-MUR proceeding as a preliminary step toward the goal of achieving pre-probable cause conciliation on certain issues relating to the Re-Elect Congressman Bill Boner Committee and Congressman Bill Boner. As I have indicated, the Congressman and his committee are concerned that the manner in which the Congressman extended certain financial assistance to his Committee may raise certain issues under sections 441a and 441b of the Act. Our preliminary assessment suggests that these issues turn on the Congressman's provision of assistance to the Committee through a sole proprietorship and a subchapter S corporation organized exclusively by the Congressman to supply campaign services under lease. 2 œ I look forward to meeting with you at your earliest convenience to discuss resolution of this matter. Sincerely, Stanley M. Brand SMB/pjs

G(10#7436 BRAND & LOWELL PETH FLOOR T, NW. STON D.C. 2000S G000 062-0700 March 11, 1986 HAND DELIVER Kenneth A. Gross, Esq. .. Associate General Counsel For Enforcement Federal Election Commission 999 E Street, N.W. Sixth Floor Washington, D.C. 20004 Dear Ken: We appreciate your meeting with us on February 26, concerning our request for initiation of a pre-MUR proceeding and pre-probable cause conciliation. We are submitting a memorandum in support of our request which explains the facts and which includes the exhibits that you and Messrs. Snider and Whitehead requested at our meeting. Please let me know if you have any questions or need any additional material. In addition, after you have had the chance to review our submission, we would like to arrange another meeting to discuss your questions and possible resolution. Thank you again for your consideration and courtesy. 2 0 Stanley M. Brand SMB/mmr enclosure

MEMORANDUM IN SUPPORT OF PRE-PROBABLE CAUSE CONCILIATION

BRAND & LOWELL 923 Fifteenth Street, N.W. Fifth Floor Washington, D.C. 20005

(202) 662-9700

March 11, 1986

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MEMORANDUM IN SUPPORT OF PRE-PROBABLE CAUSE CONCILIATION

INTRODUCTION

In order to control the costs of running a full-time re-election campaign, Congressman Bill Boner (D-Tenn.) provided his campaign committee with the use of necessary office equipment. The leases were arranged to meet existing laws and rules and, at the same time, insure that the Congressman did not get any personal gain. The issue of how to report these arrangements has been raised by Congressman Boner and his campaign treasurer with the Federal Election Commission ("FEC") in anticipation of pre-probable cause conciliation.

This memorandum will provide the facts and supporting documents to explain the arrangements.

1. Lease From Letters Unlimited

Congressman Boner made a conscious decision to keep his campaign and election activities segregated from his official duties. This was the goal behind a number of the decisions he made.

Since his first close (51%) election in 1978, the Congressman has run full-time campaign activities. In order to do this, and to control the costs of campaigning, and to insure he did not personally gain, Congressman Boner set up two businesses.

A large expense to a campaign and to the political activities of all members is direct mail and answering written

inquiries. In order to address this need, Congressman Boner formed Letters Unlimited, a sole proprietorship, in December 9, 1981. Exh. 1. The principal piece of equipment owned by Letters Unlimited was an IBM Word Processor. Letters Unlimited purchased and financed this equipment through a note at First American Bank, secured by the equipment itself. Exh. 2. The campaign paid \$950.00 a month to Letters Unlimited for use of this equipment.

The plan here was to lease the equipment to the campaign committee in a manner which saved money but provided no gain to the Congressman. Congressman Boner contacted the Standards Committee to seek advice concerning applicability of House Rules to the lease arrangement. The Committee responded on June 11, 1982 that the arrangement was permissable under House rules so long as it was "an 'arms-length' arrangement conforming to standard commercial practices in the lease of such equipment and at a rate that does not exceed the fair market value of the lease of similar equipment in the area." Exh. 3.

The Congressman received a written estimate from IBM itself, stating that leasing the equipment would cost the campaign committee \$1,008.00 a month. Exh. 3. In 1982, Letters Unlimited leased the machine to the campaign committee for only \$950.00. Exh. 4.

All money paid by the committee to Letters Unlimited went to paying the loan on the equipment and additional operating costs. From October, 1985 to the present, however, the campaign

committee has used the equipment free of charge. This is because, in October, the note for the purchase of the equipment was paid off. Once this note was paid off, the Congressman, intent on not having any personal gain from the arrangement, donated the use of the equipment to the campaign.

Quite the opposite from resulting in any gain to Congressman Boner, this arrangement actually has caused him a loss. The national accounting firm of Touche Ross & Company, has stated that the arrangement resulted in tax liability to the Congressman because the arrangement was in the form of a sole proprietorship without providing any off-setting gain. Exh. 5.

2. Lease From Targeted Communications, Inc.

The purpose of Targeted Communications, Inc., like Letters
Unlimited, was to assist in letter writing services. However, so
that he could take advantage of limited corporate liability and
different tax provisions, Congressman Boner established Targeted
as a Subchapter S corporation, owned solely by him. Exh. 6.
Congressman Boner knew that a candidate is not restricted in
contributions to his own campaign. He intended to have this
arrangement, like his sole proprietorship, provide him with a way
not to realize any taxable gain, while still allowing him to
donate the services or the actual equipment (when the loan for
its purchase was due).

Targeted purchased a Pitney Bowes Mail System for \$6,420-.31, a Xerox copier for \$2,613.56, a MEL 3000 telephone dialing machine for \$36,000 ,and IBM and other computer equipment and supplies for \$67,874.99. Exh. 7. Each of these was financed by Targeted. The total monthly payments for financing and maintenance and additional related costs were approximately the same amount as the total the campaign committee paid for the lease of the equipment. Exh. 8. The arrangement was designed to make sure the income to Targeted was offset by its disbursements.

Targeted then leased this equipment to the campaign committee at various times. Exh. 9. The lease of equipment from Targeted Communications, Inc. followed precisely the procedure of Letters Unlimited except that the Congressman set Targeted Communications up as a Subchapter S corporation.

Following the procedure approved by the Committee, Congress-man Boner obtained written estimates for the lease of each piece of equipment. Exh. 10. In each case as well, written lease agreements were made, and the equipment was used by the campaign in its own offices.

When the notes on equipment were paid on the purchase of the equipment, Congressman Boner donated the use of the equipment to the campaign so that he would not be gaining income from this arrangement. This was done by dissolving Targeted and transferring use of the equipment to the campaign. Exh. 11. For example, Xerox itself valued a lease of its copier to the campaign at \$245.00 a month plus the cost of copies. Exh. 10. Targeted leased the machine to the campaign for \$220 a month. Exh. 9. Starting in June 1, 1985, when the copier was paid off, the copier was used by the campaign at no cost.

similar estimates were received from Pitney Bowes, MEL and IBM for their equipment. Exh. 10. In each instance, these were in writing, and in each instance, Targeted leased the equipment to the campaign for very close to the fair market value as stated in these estimates. Exh. 9. Again, Congressman Boner's intent was to off set the costs of owning the equipment. Leases to the campaign were made as close to fair market value as possible to get this done. Also, in each instance, the campaign got to use the equipment free of charge after loans on the equipment were paid off. Finally, each arrangement also followed the guidelines set out in the letter Congressman Boner received from the Standards Committee.

CONCLUSION

Through his great desire to separate campaign and official activities and his insistence that he not gain personally from his campaign arrangements, Congressman Boner now finds himself on the horns of a dilemma. If he charges the campaign for use of the equipment, he will be earning income. If he does not, he may be in violation of FEC guidelines. Congressman Boner never took more from the campaign than was necessary to pay the costs of owning the equipment. So, now that certain notes have been paid, it would be contrary to the entire arrangement for him to charge the campaign for continued use of the office equipment. Some other solution is needed.

Letters Unlimited was a sole proprietorship. It simply is the Congressman himself doing business through a different name. Free use of the equipment originally owned by Letters Unlimited should not be a problem, therefore, if it fits within those contributions a candidate may make to his own campaign. This appears to be the correct framework since any payment by the committee to the Congressman for use of the equipment could then be turned right back to the committee as a cash contribution from the Congressman to his own campaign.

The framework, however, is technically different for
Targeted Communications. Even though this was a Subchapter S
corporation, solely owned by Congressman Boner, it was still a
corporation. Congressman Boner never realized that the distinction, for purposes of limited liability and taxes, between
Letters and Targeted would make any difference under federal
election laws. When Targeted's notes on equipment are paid off,
however, providing free use of the equipment to the campaign
committee could be considered a contribution by a corporation,
despite its Subchapter S status, despite it being solely owned
by Congressman Boner, and despite his original intent.

Targeted now has been dissolved. Any use of equipment can be arranged between the Congressman personally and his campaign committee. However, there were some months when this was not the case. The Congressman is seeking guidance on how expenditures during this period should have been and should be reported.

The facts and documents clearly show that his intent -- to control campaign costs and not to gain -- were good ones and ones which he followed.

Brandon Lowell (Loss) From Business or P (Bele Preprieterahip)

34 If you have a loss, do you have amounts for which you are not "at risk" in this business (see instructions)? If you checked "No," enter the loss on Form 1040, tine 11, and on Schedule SE, Part II, line Sa(or Form 1041, line 8)

For Paperwork Reduction Act Notice, see Form 1040 Instructions.

ECHEDULE C (FORM 1048)

Partnerships, Joint Ventures, etc., Musi File Form 1886. Department of the Tressury Internal Revenue Service Name of proprietor Allech to Form 1040 or Form 1041. > See Instructions for Schedule C (Form 1040). Sour endurity number of prop 41:11 WILLIAM H. BONFR 72 Main business activity (see Instructions) > LETTLE PROPERTION
Business name > LETTLE PROPERTION SUID HAII BEAM C Employer Id Susiness address (number and street). City, State, and ZIP oude > (1) X Cash (2) Aperual (3) . Other (exectly) Accounting method: Method(s) used to value closing inventory: (2) ... Lower of gost or market (3) ... Other (If other, atlach explenation) (1) Cost Was there any major change in determining quantities, coats, or valuations between opening and closing inventory? if "Yes," effect explanation. Did you deduct expenses for an office in your home?..... Part I Income 10 Returns and altowances 10 Salance (subfrect line 1b from line 1a) 2 Graze profit (subtrect line 2 from tine 1g) Other income (attach schedule) ... Part II Deductions €∽Advertising Wages Jobs credit EBRE debte from sales or services WIN credit Bank service charges Total credite Car and truck expenses Subtract line 29d from 29a 14-Commissions 20 Windfell Profit Tax withheld in 12 Depletion St.1 Fig. 11 45/22 Cm 5540 31 Other expenses (specify) Dues and publications..... Employee benefit programs...... Freight (not Included on Schedule C-1) insurance..... Interest on business Indebtedness Laundry and cleening Legal and professional services Office supplies and postage..... Pension and profit-sharing plans Rent on business property..... Supplies (not included on Schedule C-1)...... 26 Texes (do not include Windle) Profit Tax, see line 30)..... Travel and entertainment 28 Uhities and telephone \$500 Net profit or (loss) (subtract line 32 from tine 5). If a profit, enter on Form 1040, tine 11, and on Schedule SE, Part II, Ilne 5a (or Form 1041, line 6). If a loss, go ca to line 34 - 154!

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			ne 6). Enter hare and on			
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	Complete Sci	redule C-2 if you c	laim-depresiation (NLY for assets ple	ced in service before	ore January 1, 19
	31. 1980, use F	e space, use rorm form 4562 to figure	4552, if you claim a your total deduction	n for all essets: do f	OT complete Sch	idula C-2.
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CHEDULE C-	-3 Expense Acc	ount information (See Schedule C in	etructions for Sch	edule C-3)	
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COMBINATION PROMISSORY NOTE
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COMBINATION PROMISSORY NOTE OF COMMERCIAL Systems
s 30,897,34 Memphis Tennessee 1
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of each and every menth, Of quarter, of six (6) months, or veer thereafter, plus a final intrament of the Lauris tight, in Taminayar, 30 19 85
AS TO INTEREST ONLY:
Or Commencing on the 30_ day of January 1984, and on the same day of each and every Compath. Whiterer, I see 5 months or Cover thereafter at the per annum rate of Commencing on the 30 months. The Commencing on the 30 months are continued as a con
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At maturity at the per enhum rate of Q percent (
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of Bank's "prime rate," and any amount remaining after payment of said interest shall be an incident reduction of the unpell during a fill used herein. "Prime Rese" means Bank's published reference rate in effect from time in time of or commercial learn. Effective on the dey on with a change in Bank's prime rate shall be adjusted upwared and down and by a number of percent to point; and fractione pains an of) equal to the adjustment upwared or downwared in Bank's prime rate, previded, however, that the rate, as educated, that not exceed the maximum rate, interest which Bank, as a national bank, is permitted by leave to controlled and charge from time to time during the original term hereof. It is opered that inserted may be decided on the bests of a 200 day year united before the decided of the prime rate of the maximum rate of the maximum rate of the maximum rate of the maximum rate. The case that state the primers of tests experiment rate. The table date and reserve to the primers are accounted to the primers of the prim
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Pladged Collateral, Depois and Life Insurance, deted: Accounts, Contract Rights and Inventory, dated:
SX Equipment, detail. November 1, 1983
Other: XX Personal quaranty of William H. Doner
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reiness Machines Corporation

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IBM account number

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Invoice to:

SILL WARR ST

NASHVILL:

TH 37205

Office Products Division

Remittance Copy

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Pease direct inquiries, correspondence and returns to:
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See conditions of sale on reverse side



FirstAmerican \ \	Account No. 37/1/17
First American National Bank Nashville, Tennessee 37237	Note Number
	Date Received
Customer Name [1] (1)((1))	Date Released
Address	Full Release
	Partial Release
	Description of Partial Release
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8 LETTERS UNLIMITED No. 146 2119 - 24TH AVE. NORTH NASHVILLE, TENN. 37206 87-2 640 19 84 11-7 Pay to the order of \$9,127.35 85 **Dollars** LETTERS UNLIMITED Commerce Broadway Office Union Bank Neshville, Tennes 3.70.19.17 For how# #000145 # 1:0640000 201: 857 288 7m *00000912785#

LETTERS UNLIMITED. 2119 - 24TH AVE. NORTH NASHVILLE, TENN. 37206

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1983

June 7

87-2 640

Pay to the order of First American National Bank

\$ 3,000.00

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Commerce Broadway Office Union Bank Nashville, Tenner

LETTERS UNLIMITED

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Congressm	Due Deta Dec. 30 , 19 82	through	First American National Bank Nashville, Tennessee 37237
Congressman Bill Boner	19_82 Total Due \$	Principal 8	ank.
	1,183.49	1,183.49	Note Notice Loans and Discounts

Letter

Unlimited

Please enclose this notice with your remittance. Form 7022

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U.S. House of Representatives

COMMITTEE ON STANDARDS OF OFFICIAL CONSUCT

Machington, M.C. 20515

June 2. 1982

AM 11 WE

Honorable Bill Boner
United States House of Representatives
118 Cannon House Office Building
Washington, D.C. 20515

Dear Colleague:

This will respond to your letter of May 24, 1982, requesting the advice of this Committee with respect to the application of House Rules to your leasing an IBM OS/6 Word Processing Machine personally owned by you to your campaign committee.

You ask specifically if you may lease the above-noted office machine to your campaign committee in an "arms-length" transaction at a fair market value or below, based on the written confirmation from IBM officials in the district of prevailing market rates for such equipment leases.

House Rule XLIII, clause 6 provides that a Number "shall expend no funds from his campaign account not attributable to bona fide campaign purposes" and shall "convert no campaign funds to personal use in excess of reimbursement for legitimate and verifiable prior campaign expenditures." It is the opinion of this Committee that the income received by a Number from the lease of office equipment to his campaign committee would not constitute a conversion of campaign funds to personal use prohibited by House Rules if the transaction is an "arms-length" arrangement conforming to standard commercial practices in the lease of such equipment and at a rate that does not exceed the fair market value of the lease of similar equipment in the area.

The Committee is of the further opinion that any such business transaction between a Member and his campaign committee should be undertaken with extraordinary care and caution because of the appearance that could arise that the arrangement is a prohibited conversion of campaign funds. Such caution should, among other things, result in the equipment's physical location with the campaign

June 2. 1982 Page 2

4

9 α committee and a rental amount that reflects the level of actual use of the equipment by the campaign committee.

All rental income you received in 1982 from the committee must be reported by source and category of value in Section I-8 of the 1982 financial disclosure form which will be due May 15, 1983. If you have additional question, please contact the Committee staff.

Sincerely.

Couls Stokes

Flayd D Spence Ranking Minority M

LEASE AGREEMENT

H. Boner and the Re-Elect Congressman Boner 1982 Committee for the lease of an IBM Office System Six Word Processor,

Serial No. 6651-50-0100081 and an optional processing feature owned by Letters Unlimited. The Campaign Committee will pay to Letters Unlimited the sum of \$950.00 per month for the lease of said System Six and shall pay for all service repairs for the duration of this lease agreement.

13/1/82 DATE

WILLIAM H. BONER

TREASURER

Re-Elect Congressman Boner .

May 15, 1985

Congressman William H. Boner 552 Federal Courthouse Nashville, Tennessee 37203

Dear Mr. Boner:

We have reviewed our files for the an exempte and cash distursements records of Letters Unlimited. Our files in the that monded not receive any distributions in the form of salary or distributions in the form of salary or distributions the calendar year 1984.

You are in an unfavorable tax points on the die proprietor of Letters. Unlimited because you must report \$1,545. It is not on, our 1934 tax return. This is compounded by the fact you did not result in intermediate to the pay the resulting additional tax from this income.

The cash in the account of Latter on the latter of the cash through the repayment of bank loans. An year of the cash is a compact on loans are a non-deductible expense in compacting the cash is a compaction, you have income from Let also Unlimited through the additional of the cash.

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SECRETARY OF STATE

CHARTER

OF

TARGETED COMMUNICATIONS, INC.

800K 5929 Page 995

The undersigned natural person, having capacity to contract and acting as the incorporator of a corporation under the Tennessee General Corporation Act, adopts the following charter of such corporation.

- The name of the corporation is TARGETED COMMUNICATIONS,
 INC.
 - 2. The duration of the corporation is perpetual.
- 3. The address of the principal office of the corporation for the State of Tennessee shall be P.O. Box 527, Goodletts-ville, Davidson County, Tennessee.
 - 4. The corporation is for profit.
- 5. The principal purpose for which the corporation is organized is to engage in mass communications, duplicating and advertising. In addition, this corporation may engage in any and all lawful businesses other than the ones to which specific statutory business provisions apply beyond the scope of the Tennessee General Corporation Act.
- 6. The maximum number of shares which the corporation shall have the authority to issue is One Thousand (1,000) shares each of which shall be no par value, common stock.
- 7. The corporation will not commence business until consideration of an amount not less than \$1,000.00 has been received for the issuance of shares.

This 17th day of August, 1982.

JOE Mann Harnes, Incorporator

BY-LAWS

OF

TARGETED COMMUNICATIONS, INC.

BY-LAWS

OF

TARGETED COMMUNICATIONS, INC.

ARTICLE I

MEETINGS OF SHAREHOLDERS

- 1. Annual Meeting. The annual meeting of the share-holders shall be held on September 1st of each year, either within or without this State, as may be designated from time to time by the Directors.
- 2. Special Meetings. Special meetings of the share-holders may be called by the President, a majority of the Board of Directors, or by the holders of not less than one-tenth (1/10) of all the shares entitled to vote at such meeting. The place of said meetings shall be the principal office of the Corporation, unless otherwise designated by the Directors.
- 3. Notice of Shareholder Meetings. Written or printed notice stating the place, day and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called and the person or persons calling the meeting, shall be delivered either personally or by mail or at the direction of the President, Secretary, Officer or person calling the meeting to each shareholder entitled to vote at the meeting. If mailed, such notice shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, and

shall be deemed to be delivered when deposited in the United States mail addressed to the shareholder at his address as it appears on the stock transfer books of the Corporation, with postage thereon prepaid. If delivered personally, such notice shall be delivered not less than five (5) nor more than sixty (60) days before the date of the meeting, and shall be deemed delivered when actually received by the shareholder. The person giving such notice shall certify that the notice required by this paragraph has been given.

- 4. Quorum Requirements. A majority of the shares entitled to vote shall constitute a quorum for the transaction of business. A meeting may be adjourned despite the absence of a quorum, and notice of an adjourned meeting need not be given if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken. When a quorum is present at any meeting, a majority in interest of the stock there represented shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the charter, these by-laws, or by the laws of Tennessee, a larger or different vote is required, in which case such express provision shall govern the decision of such question.
- 5. Voting and Proxies. Every shareholder entitled to vote at a meeting may do so either in person or by written proxy, which proxy shall be filed with the Secretary of the meeting before being voted. Such proxy shall entitle the holders thereof

to vote at any adjournment of such meeting, but shall not be valid after the expiration of eleven (11) months from the date of its execution unless otherwise provided in the proxy. ARTICLE II BOARD OF DIRECTORS 1. Qualification and Election. Directors need not be shareholders or residents of this State, but must be of legal age. They shall be elected by a plurality of the votes cast at the annual meetings of the shareholders. Each Director shall hold C office until the expiration of the term for which he/she is elected, and thereafter until his/her successor has been elected and qualified. The number of directors shall be fixed from 2. Number. 5 time to time by the shareholders, or by a majority of the entire C 4 Board of Directors, but shall never be less than the number required by law. 3. Meetings. The annual meeting of the Board of Direct- ∞ ors shall be held immediately after the adjournment of the annual meeting of the shareholders, at which time the officers of the Corporation shall be elected. The Board may also designate more frequent intervals for regular meetings. Special meetings may be called at any time by the Chairman of the Board, President or any two (2) Directors. Notice of Directors' Meetings. The annual and all regular Board meetings may be held without notice. Special 3 -

meetings shall be held upon notice sent by any usual means of communication not less than three (3) days before the meeting.

5. Quorum and Vote. The presence of a majority of the Directors shall constitute a quorum for the transaction of business. A meeting may be adjourned despite the absence of a quorum, and notice of an adjourned meeting need not be given if the time and place to which the meeting is adjourned are fixed at the meet-

journment does not exceed thirty (30) days in any one adjournment.

ing at which the adjournment is taken, and if the period of ad-

The vote of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless

the vote of a greater number is required by the Charter, these

By-Laws, or by the laws of Tennessee.

2

ors, by a resolution adopted by a majority of its members, may designate an executive committee, consisting of two or more persons, who may or may not be directors, and may delegate to such committee or committees any and all such authority as it deems desirable, including the right to delegate to an executive committee the power to exercise all the authority of the Board of Directors in the management of the affairs and property of the Corporation.

ARTICLE III

OFFICERS

1. Number. The Corporation shall have a president and a secretary, and such other officers as the Board of Directors shall

from time to time deem necessary. Any two or more offices may be held by the same person, except the offices of president and secretary. 2. Election and Term. The officers shall be elected by the Board at its annual meeting. Each officer shall serve until the expiration of the term for which he is elected, and thereafter until his successor has been elected and qualified. 3. Duties. All officers shall have such authority and perform such duties in the management of the Corporation as are normally incident to their offices and as the Board of Directors C may from time to time provide. a ARTICLE IV RESIGNATIONS, REMOVALS AND VACANCIES Resignations. Any officer or director may resign at C any time by giving written notice to the Chairman of the Board, 7 C the President, or the Secretary. Any such resignation shall take 9 effect at the time specified therein, or, if no time is specified, œ then upon its acceptance by the Board of Directors. 2. Removal of Officers. Any or all of the Directors may be removed by the Board whenever in its judgement the best interests of the Corporation will be served thereby. Removal of Directors. Any or all of the Directors may be removed either with or without cause by a proper vote of the shareholders; and may be removed with cause by a majority vote of the entire Board.

Newly created directorships resulting Vacancies. from an increase in the number of directors, and vacancies occurring in any office or directorship for any reason, including removal of an officer or director, may be filled by the vote of a majority of the directors then in office, even if less than a quorum exists. ARTICLE V ACTION BY CONSENT Whenever the shareholders or directors are required or 7 permitted to take any action by vote, such action may be taken C œ without a meeting on written consent, setting forth the action so taken, signed by all the persons or entities entitled to vote thereon. ARTICLE VI AMENDMENT OF BY-LAWS 9 These By-Laws may be amended, added to or repealed either œ by: 1) a majority vote of the shares represented at any duly constituted shareholders' meeting, or 2) a majority vote of the entire board of directors, which may, however, may be amended or repealed by the shareholders.

CERTIFICATION I certify that these By-Laws were duly adopted at the organizational meeting of the Corporation held on the 1st day of September , 1982, and were approved by all the shareholders on that date. President

See Ann Eley 1 1 5 0 4 C 9 œ

Form 2553 (Rev. October 1981) Department of the Treesury Internal Revenue Service

· Election y a Small Business Co oration

(Under section 1372 of the Internal Revenue Code) > For Paperwork Reduction Act Notice, see instructions on back. OMB No 1545-0146

Exerce 8-31-84

Nat corporation (see instructions)			Employer Identification number (see instructions)		Principal business activity of specific product or service (se instructions)		
Targeted Communications, Inc. 62-114			2982		4825-Communication		
Number and street						Election is to be effective for t year beginning (month, day, yea	
D 0 Bon 406BE						1-1-83	
P.O. Box 60685 City or town, State and ZIP code						Number of sheres issued and outstands	
Nashville, TN 37206						(see instructions)	
is the corporation the outgrowth or con	tinuation	of any form of predece	ssort	· · TYes	□ No	Date and place of incorporation	
If "Yes," state name of predecessor, type of orga	nization, a	and period of its existence				8-18-82	
						Nashville, TN	
If this election takes effect for the first t		the corporation exists, corporation first had exacts	omplete A throu			complete E through H. D Annual return will be filed for	
A Date corporation first has anaiomoiders	Date co	rporation wrat nee sesets	C Date corporat	ion segan con	if answers	tax year ending (menth)	
8-18-82	8-	18-82	8	-18-82		12	
E Name of each shareholder, person having munity property interest in the corporation and each tenant in common, joint tenant, are	a com- 's stock, ad tenant	F Shareholders' Consent Statement. We, the undersigned shareholders, consent to the corporation's election to be treated as an "electing small business corporation" under section 1377(a). "(Shareholders sign and date below.)		@ Stock owned		H. Social security	
munity property interest in the corporation and each tenant in common, joint tenant, are by the emirety. (A husband and wife land tales) are treated as one shareholder. Howe might be listed below if both own interest in the corporation.)	their es- ver, both stock of	treated as an "electing corporation" under sec "(Shershelders sign an	small business Plen 1377(a). Id date below.)	Number of shares	Dates	(employer identification	
William H. Boner		Vella &	1 Am	1,000	8-18-8	408-72-3294	
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*F is election to be valid, the cotion s stock, and each tenant in corthis form. (See instructions for colu	mmon, j	of each shareholder, joint tenant, and tena	person having nt by the enti	a commu rety must (nity prop	erty interest in the corpora bear above or be attached to	

Under penalties of perjury, I declare that I have examined this election, including accompanying schedules and statements, and to the best of my hospileds and belief it is true, connect, and complete.

TO: 88

FROM: BM

DATE: JANUARY 28TH

RE: EQUIPMENT PURCHASED

		Type of Equipment	*Date	Amount**
	1.	IBM-System 34		
		(a) Processor with 128K, 2D Diskette Drive, 128MB	8/27/84	\$14,500.00
		(b) System Software	9/14/84	7,723.00
		(c) Modem Eliminator	10/24/84	431.00
0 7	2.	Word COM		
œ		(a) Specified Software	11/19/84	12,500.00
_	3,	5211-2 Printer	12/1/84	4,777.50
t	4.	Information Distributor: 4800BPS (a) Laser 6670	8/29/84	23,756.24
0	5.	IBM- PC-XT and supplies	2/1/85	4,187.25
4	6.	Xerox Copier	9/20/82	2,613.56
C	7.	Pitney Bowes Mailing Equip.	9/20/82	6,420.31
9	8.	MEL 3000 (Compudialer)	9/23/82	36,000.00
Œ	9.	IBM - System Six/450	3/22/82	25,464.25
			TOTAL	\$138,373.11

^{*}Date of payment, not delivery.

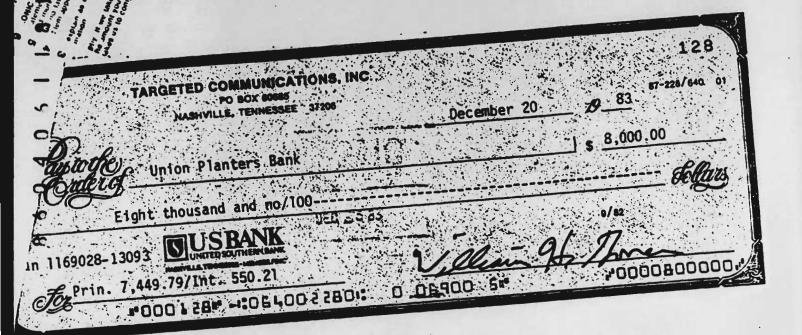
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This is to signify an agree of the control of the munications, Inc. and the Re-elect Curyness Bill Commer Comment of the for the lease of a 3100 Xerox Copies Cerial Nu. La Schiller 1) - seed by fargeted Communications, Inc. The Campaign Figurittee shall pay to the foot described inc. the sum of \$220.00 per munth for the ligane of so it Werex copies and shall pay for all service remains for the duration of this doese agreement.

10/1/82

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I'S PIED COMMUNICATIONS, INC.

BILL FREETAN, TREASURER

H -Elect Congressman Boner

This is to signify an agreement retween largeted Communications, Inc. and the Re-elect Congressman Bill Bener Cambridge Committee for the lease of a Pitney Bowes Fast Mail System (Inserter, Model No. 3307, Serial Number 014308, Mail Machine, Model No. 5600, Serial Number 165002, Fld/Insert Model No. 1831, Serial Number 014355) owned by Targeted Communications, Inc. The Campaign Committee will pay to Targeted Communications, Inc. the sum of \$700.00 per month for the lease of said Pitney Bowes Mail System and Targe Communications, Inc. shall pay for all service repairs for the duration of this lease agreement.

10/1/12

Michigans, INC.

ike ASURER

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LEASE AGREEMENT

This is to signify an agreement between Targeted Communica Inc. and the Re-elect Congressman Bill Boner Campaign Committe for the lease of a MFL 3000 System owned by furgeted Communications, Inc. The Campaign Corrette shall pay to long to I communications, Inc. the sum of \$1,500.00 ber month for the to a go said MEL 3000 System and Targeted Communications, Inc. shall pay for all service repairs for the duration of this lease agreement.

3/12/83

TARGETED COMMUNICATIONS.

Re-elect Congressman Boner 1984

This is to signify and agreement between Targeted Communications, Inc. and the Re-Elect Congressman Boner 1983 Committee for the lease of an IBM System 34 Computer, 34 Software and 6670 Laser Printer (includes 5,000 prints and cost schedule for additional prints will be 75% of the cost that IBM would charge). The Campaign Committee will pay to Targeted Communications, Inc. the sum of \$5,600.00 per month for the lease of said System 34, 34 Software and 6670 Laser. Printer and shall pay for maintenance and service repairs for the duration of this lease agreement.

1/1/85 Date

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WILL IAM H. BONER

Commes man Boner, 1986

October 4, 1982 Congressman Bill Boner Federal Building U. S. Courthouse Nashville, TN 37203 Dear Congressions I would like to take this opportunity to think you for the continued trust and confidence you have placed in New x. As you requested, I have listed below the current rental rates for the Merox 3100: Xerox 3100 Fogular Pricing Monthly Rent d Monthly Minimum (includes 1, 100 and en) \$ 277.50 Copies from 1,500 to 3,000 (a \$.05. Copies from 2,000 to 6,000 (18,000) Copies over 6.7 10 (d \$.02? c ... h. Annual Reat. 1 Monthly Minimon (includes 1,000) Copies from 1,000 to 3,000 (1 \$.4 1 . 1) \$ 172.50 Copies from 3,000 to 6,000 (4 \$.0.50 cach Copies over 6,000 @ \$.019 cach Two-Year Rental Monthly Minimum (includes 625 copies) Copies from 625 to 3,000 @ \$.047 cach. \$ 147.50 Copies from 3,000 to 6,000 @ \$.028 each Copies from 6,000 @ \$.018 each Delivery Charges \$ 79.00 Thank you for the business you have given in. Sincerely, let ! Stin Dale Williams Marketing Executive XEROX CORPORATION DW:sta.

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XEROX 3100 - Rental Rates, 1984 November

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Please Note: Xerox is having a price increase on some products effective You may want to check with me to see if your prices will change.



September 14, 15 Congressmen Bill Proner 552 U S Court House Reshville, TN 37703 Dear Betty: Here are our Pitmey Bowes current lea ing rates. These would be what all major Leasing Companies are using as their factors. ONE (1) YEAR LEASE \$714.29 PER MONTH (FOR ONE YEAR) TWO (2) YEAR 144 . \$425.68 PER MON. (24 N. See 5) S:X (0) NOVI: 2. . \$3,932.17 0 If I can be of the we terview to 4 ne knew. 0 9 0

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GC: is s

CC: John Pall

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CONGRESSMAN BILL BONER 552 U S Courthouse Nashville, TN 37203 Atten: Betty Murray

Dear Ms. Murray:

Enclosed is the information your requested in regards to your existing Pitney Bowes Mailing System.

- 1) One-year monthly 1651. ()
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Thank you.

Truly,

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JJ. Gaye Amick

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JCA/jam

April 5. 1980 Congressman Bill Boner Roum 552 Federal Court H Nachville, It. Dear Congressme. her: Please note that the leasing ch. y on a Mpl similar to the one you are processing approximately \$1,500.00/month. would atilizing Thank you for doing business with Maista Electronic Labs, 5 00 AS: tihs

.December 7, 1984 Congressmen Bill Finer Room 552 Federal Court Hat Nashville, TN. 37.000 Dear Congressmen Boner: Please note that the leading charge, on a similar to the now you are presently utilizing approximately \$1.560.00/month. (... take Labs. Inc. C 2 0 AS: hile WELETA ELECTRONIC LASS, INC. 373, Notictoras Pa. Suita 30 41, 41174 (350-961A 303-1) 40(4) 457-3760

Mr. Butch Eley Office of Congressman Bill Bones U. S. Courthouse Nashville, Tennessee 37201

Dear Butch:

The following is the information you require i regarding rental of IBM equipment. These figures are not to be considered a price quotation, but rather are to be used by your organs, from for informational purposes only. These prices do not reflect state and local taxes should

		PER HONTH
IEM SYSTEM/34 COMPUTER		\$3,237.00
1EM SYSTEM/34 SOFTWARE		\$ 269.00
IEM 6670 LASER ARINTER Includes 5,000 Prints		\$2,640.00
Add'1 Prints: 5,001-30,000 30,001+	(· ·	\$.012/Each \$.009/Each

Butch, if we can be of further assistance, it not beginne to contact us.

Sincerely,

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Ar West N. Al Houk

Advisory Marketing Representative National Marketing Division

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Certificate

The undersigned, as Secretary of State of the State of Connessee, hereby certifies that the attached document was received for filing on behalf of

TARGETED COMMENTE ATTUMS, INC.

was duly executed in accordance with the Cennessee General Corporation Act, was found to conform to law and was tiled by the undersigned, as Secretary of State, on the date noted on the document.



Hentry Crowell
Socretary of Frate

OF THE TERMESSEE GENERAL CORPORATION ACT OF TANGETTED COMMUNICATIONS, INC.

Pursuant to the provisions of Section 48-1-1007 of the Tennessee General Corporation Act, the undersigned corporation submits the following articles of dissolution for the purpose of dissolving the corporation:

- The name of the corporation is TARGETED COMMUNICATIONS, INC.
- 2. The approval and intent to dissolve the corporation was given by its sole shareholder on September 30, 1985, and the written consent to the dissolution of the corporation is hereby given, <u>nunc pro tunc</u>, and submitted herewith, pursuant to the provisions of Section 48-1-1002 of the Tennessee General Corporation Act.
- All debts, obligations and liabilities of the corporation have been paid and discharged, or adequate provision has been made therefor.
- 4. As a corporation for profit, all remaining property and assets of the corporation have been distributed among its sole shareholder in accordance with his respective rights and interests.
- There are no suits pending against the corporation in any court of law.

DATED former 3/ . 1986.

TARGETED COMMUNICATIONS, INC.

PRESIDENT

STATEMENT OF INTENT TO DISSOLVE TANGETED COMMUNICATIONS, INC.

BY WRITTEN COMMENT

Pursuant to the provisions of Section 48-1-1002 of the Tennessee General Corporation Act, the undersigned corporation submits the following statement of intent to dissolve upon written consent of its sole shareholder.

- The name of the corporation is TARGETED COMMUNICATIONS, INC.
- 2. The names and address of its officers are:

William H. Boner President 714 Russell Street Nashville, TN 37206

Lee Ann Eley Secretary- 1725 Gen. George Patton 'Dr: Treasurer Unit 101 Franklin, TN 37064

3. The names and addresses of its directors are:

Lee Ann Eley 1725 General George Patton Drive Unit 101 Franklin, TN 37064

Howard H. Eley 1725 General George Patton Drive Unit 101 Franklin, TN 37064

4. The approval and intent to dissolve the corporation was given by its sole shareholder on September 30, 1985, and the written consent to the dissolution of the corporation is hereby given, nunc pro tune.

DATED Same

By: William D. Zone

WRITING CONSUMT OF DISSOLUTION

OF

TARGETED COMMUNICATIONS, INC.

I, the undersigned, being the sole shareholder of Targeted Communications, Inc. and the sole shareholder entitled to vote, approved the dissolution of Targeted Communications, Inc. on September 30, 1985, and hereby give my written consent, nunc pro tune, that such approval was given and intent made on that day to dissolve Targeted Communications, Inc., a corporation organized and existing under the laws of the State of Tennessee. This written consent has been signed by the sole shareholder of said corporation.

DATED games 3/ . 1986.

william Ho James

PM 155 RECOVED QCC#9838

BRAND & LOWERAL COUNSEL

PETH PLOOP 923 PFTEENTH STREET, N.W.

WASHINGTON DIC MORE FEB 26 P4: 88

(202) 6624700

February 26, 1986

HAND DELIVER

Kenneth A. Gross, Esq. Associate General Counsel For Enforcement Federal Election Commission 999 E Street, N.W. Sixth Floor Washington, D.C. 20004

Dear Mr. Gross:

Pursuant to our telephone discussion today we are hereby requesting the initiation of a pre-MUR proceeding as a preliminary step toward the goal of achieving pre-probable cause conciliation on certain issues relating to the Re-Elect Congressman Bill Boner Committee and Congressman Bill Boner. As I have indicated, the Congressman and his committee are concerned that the manner in which the Congressman extended certain financial assistance to his Committee may raise certain issues under sections 441a and 441b of the Act. Our preliminary assessment suggests that these issues turn on the Congressman's provision of assistance to the Committee through a sole proprietorship and a subchapter S corporation organized exclusively by the Congressman to supply campaign services under lease.

I look forward to meeting with you at your earliest convenience to discuss resolution of this matter.

Sincerely,

Stanley M. Brand

SMB/pjs

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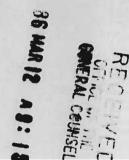
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Bre mer 150 GCC#9954 BRAND & LOWELL FFTH PLOOR NTH STREET, N.W. WASHINGTON, D.C. 20008 6000 acc-0700 March 11, 1986

HAND DELIVER

Kenneth A. Gross, Esq. Associate General Counsel For Enforcement Federal Election Commission 999 E Street, N.W. Sixth Floor Washington, D.C. 20004



Dear Ken:

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We appreciate your meeting with us on February 26, concerning our request for initiation of a pre-MUR proceeding and pre-probable cause conciliation.

We are submitting a memorandum in support of our request which explains the facts and which includes the exhibits that you and Messrs. Snider and Whitehead requested at our meeting.

Please let me know if you have any questions or need any additional material. In addition, after you have had the chance to review our submission, we would like to arrange another meeting to discuss your questions and possible resolution.

Thank you again for your consideration and courtesy.

Stanley M. Brand

SMB/mmr enclosure

BE MAR 12 A GLASEL

MEMORANDUM IN SUPPORT OF PRE-PROBABLE CAUSE CONCILIATION

BRAND & LOWELL 923 Fifteenth Street, N.W. Fifth Floor Washington, D.C. 20005

(202) 662-9700

March 11, 1986

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MEMORANDUM IN SUPPORT OF PRE-PROBABLE CAUSE CONCILIATION

INTRODUCTION

In order to control the costs of running a full-time re-election campaign, Congressman Bill Boner (D-Tenn.) provided his campaign committee with the use of necessary office equipment. The leases were arranged to meet existing laws and rules and, at the same time, insure that the Congressman did not get any personal gain. The issue of how to report these arrangements has been raised by Congressman Boner and his campaign treasurer with the Federal Election Commission ("FEC") in anticipation of pre-probable cause conciliation.

This memorandum will provide the facts and supporting documents to explain the arrangements.

1. Lease From Letters Unlimited

Congressman Boner made a conscious decision to keep his campaign and election activities segregated from his official duties. This was the goal behind a number of the decisions he made.

Since his first close (51%) election in 1978, the Congressman has run full-time campaign activities. In order to do this, and to control the costs of campaigning, and to insure he did not personally gain, Congressman Boner set up two businesses.

A large expense to a campaign and to the political activities of all members is direct mail and answering written inquiries. In order to address this need, Congressman Boner formed Letters Unlimited, a sole proprietorship, in December 9, 1981. Exh. 1. The principal piece of equipment owned by Letters Unlimited was an IBM Word Processor. Letters Unlimited purchased and financed this equipment through a note at First American Bank, secured by the equipment itself. Exh. 2. The campaign paid \$950.00 a month to Letters Unlimited for use of this equipment.

The plan here was to lease the equipment to the campaign committee in a manner which saved money but provided no gain to the Congressman. Congressman Boner contacted the Standards Committee to seek advice concerning applicability of House Rules to the lease arrangement. The Committee responded on June 11, 1982 that the arrangement was permissable under House rules so long as it was "an 'arms-length' arrangement conforming to standard commercial practices in the lease of such equipment and at a rate that does not exceed the fair market value of the lease of similar equipment in the area." Exh. 3.

The Congressman received a written estimate from IBM itself, stating that leasing the equipment would cost the campaign committee \$1,008.00 a month. Exh. 3. In 1982, Letters Unlimited leased the machine to the campaign committee for only \$950.00. Exh. 4.

All money paid by the committee to Letters Unlimited went to paying the loan on the equipment and additional operating costs. From October, 1985 to the present, however, the campaign

committee has used the equipment free of charge. This is because, in October, the note for the purchase of the equipment was paid off. Once this note was paid off, the Congressman, intent on not having any personal gain from the arrangement, donated the use of the equipment to the campaign.

Quite the opposite from resulting in any gain to Congressman Boner, this arrangement actually has caused him a loss. The national accounting firm of Touche Ross & Company, has stated that the arrangement resulted in tax liability to the Congressman because the arrangement was in the form of a sole proprietorship without providing any off-setting gain. Exh. 5.

2. Lease From Targeted Communications, Inc.

The purpose of Targeted Communications, Inc., like Letters Unlimited, was to assist in letter writing services. However, so that he could take advantage of limited corporate liability and different tax provisions, Congressman Boner established Targeted as a Subchapter S corporation, owned solely by him. Exh. 6. Congressman Boner knew that a candidate is not restricted in contributions to his own campaign. He intended to have this arrangement, like his sole proprietorship, provide him with a way not to realize any taxable gain, while still allowing him to donate the services or the actual equipment (when the loan for its purchase was due).

Targeted purchased a Pitney Bowes Mail System for \$6,420-.31, a Xerox copier for \$2,613.56, a MEL 3000 telephone dialing machine for \$36,000 ,and IBM and other computer equipment and

supplies for \$67,874.99. Exh. 7. Each of these was financed by Targeted. The total monthly payments for financing and maintenance and additional related costs were approximately the same amount as the total the campaign committee paid for the lease of the equipment. Exh. 8. The arrangement was designed to make sure the income to Targeted was offset by its disbursements.

Targeted then leased this equipment to the campaign committee at various times. Exh. 9. The lease of equipment from
Targeted Communications, Inc. followed precisely the procedure of
Letters Unlimited except that the Congressman set Targeted
Communications up as a Subchapter S corporation.

Following the procedure approved by the Committee, Congressman Boner obtained written estimates for the lease of each piece of equipment. Exh. 10. In each case as well, written lease agreements were made, and the equipment was used by the campaign in its own offices.

When the notes on equipment were paid on the purchase of the equipment, Congressman Boner donated the use of the equipment to the campaign so that he would not be gaining income from this arrangement. This was done by dissolving Targeted and transferring use of the equipment to the campaign. Exh. 11. For example, Xerox itself valued a lease of its copier to the campaign at \$245.00 a month plus the cost of copies. Exh. 10. Targeted leased the machine to the campaign for \$220 a month. Exh. 9. Starting in June 1, 1985, when the copier was paid off, the copier was used by the campaign at no cost.

similar estimates were received from Pitney Bowes, MEL and IBM for their equipment. Exh. 10. In each instance, these were in writing, and in each instance, Targeted leased the equipment to the campaign for very close to the fair market value as stated in these estimates. Exh. 9. Again, Congressman Boner's intent was to off set the costs of owning the equipment. Leases to the campaign were made as close to fair market value as possible to get this done. Also, in each instance, the campaign got to use the equipment free of charge after loans on the equipment were paid off. Finally, each arrangement also followed the guidelines set out in the letter Congressman Boner received from the Standards Committee.

CONCLUSION

Through his great desire to separate campaign and official activities and his insistence that he not gain personally from his campaign arrangements, Congressman Boner now finds himself on the horns of a dilemma. If he charges the campaign for use of the equipment, he will be earning income. If he does not, he may be in violation of FEC guidelines. Congressman Boner never took more from the campaign than was necessary to pay the costs of owning the equipment. So, now that certain notes have been paid, it would be contrary to the entire arrangement for him to charge the campaign for continued use of the office equipment. Some other solution is needed.

Letters Unlimited was a sole proprietorship. It simply is the Congressman himself doing business through a different name. Free use of the equipment originally owned by Letters Unlimited should not be a problem, therefore, if it fits within those contributions a candidate may make to his own campaign. This appears to be the correct framework since any payment by the committee to the Congressman for use of the equipment could then be turned right back to the committee as a cash contribution from the Congressman to his own campaign.

The framework, however, is technically different for
Targeted Communications. Even though this was a Subchapter S
corporation, solely owned by Congressman Boner, it was still a
corporation. Congressman Boner never realized that the distinction, for purposes of limited liability and taxes, between
Letters and Targeted would make any difference under federal
election laws. When Targeted's notes on equipment are paid off,
however, providing free use of the equipment to the campaign
committee could be considered a contribution by a corporation,
despite its Subchapter S status, despite it being solely owned
by Congressman Boner, and despite his original intent.

Targeted now has been dissolved. Any use of equipment can be arranged between the Congressman personally and his campaign committee. However, there were some months when this was not the case. The Congressman is seeking guidance on how expenditures during this period should have been and should be reported.

The facts and documents clearly show that his intent -- to control campaign costs and not to gain -- were good ones and ones which he followed:

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GILL LONER
714 RUSSELL ST

NASHVILL:

Office Products Division

Remittance Copy

2.stomer reference:

Please direct inquiries, correspondence and returns to:
UNC VANTAGE WAY
WASHVALLE TN

37228

PAYABLE UPON RECEIPT OR ACCURDING TO CUNTRACT

If name and/or address is other than shown please correct on remittance copy.

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2 Unsec Direct 67 3 Secured End/Guar. 4 Unsec End/Guar. 68 3 New Part Bought 69 70 71 72 73 74 Prime Rate 75 Fed Line Code 3 1 79 60
NOTE DESCRIPTION TIC S S S S S S S S S S S S S
BILLING, EVERY (Blank) No Bill Except at Maturity CODE EACH MONTH. 1 Nesser Co. DAY NONTH 1 Interest Only J.F. M. A.M. J.J. A.S. O.N. D. 2 Principal Only
XX-Day of Month EM-End of Month 22 23 2 Principal Only 3 Fixed Payment Include Int. 4 Fixed Payment plus Int. 25 See Code Each Month LOAN TYPE CODE
FIXED PAYMENT AMOUNT DIFF. TYPE DIFF. AMOUNT TELOGRATE CEILING RATE (See Code Sheet) TIC
38 50 51 52 56 57 62 63 68 77 78 79 50 THE MATERIAL ABOVE IS NOT A PART OF THE NOTE
COMBINATION PROMISSORY NOTE (Commercial System)
\$ 30,897.34 Memphis, Tennessee Movember 1 , 19 FOR VALUE RECEIVED, the undersigned, jointly and severally, promise to pay to the order of UNION PLANTERS NATIONAL BANK OF MEMF (hereinafter "Bank") at the banking house of Bank, 67 Madison Avenue in the City of Memphis, Tennessee, in current Memphis funds the principal sum of:
THIRTY THOUSAND, EIGHT HUNDRED NINETY SEVEN & 34/100
AS TO PRINCIPAL ONLY: On demand, or if no demand, on AN PAID or
() days after date, which is
XX in 5 instalments of \$ 6.000.00 each, commencing on January 30 19 22 and on the same d
of each and every of monthy, Quarter, six (6) months, or of year thereafter, plus a final instalment of the balance thereof
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Every maker, surety, endorser, guarantor or other party, whether primarily or secondarily liable on this Note or the indeptedness evidences bare? **Press
It any promotes or other property at any time in the possession of Bank belonging to any of said parties and any deposits, palance of ecopits or other to the standard of the promote of the property at any of said parties, may at all times, at the option of Bank, be held and treated as contacted security for the payment any liability of undersigned to Bank, whether due or not due, and Bank may, at its sole option and at any time pefore or after default, set of the smount due to become due hereon against any claim of any of said parties against Bank.

Every naker, surety, endorser and quarantor of this Note or the obligations set forth herein waives presentment, domand, notice, protest and all other hands and notices in connection with the delivery, acceptance, performance, default or endorsement of this Note or their respective obligations hereon, contest to any extensions or postponements of the due date or time of payment hereof, or of any other indebtedness (with or without concurrence of the undersed) in whole or in part without notice to the undersigned and without limitation as to the number of such extensions or the periods thereof; and sents to any substitution, exchange or release of any other party or person whether primarily or secondarily liable. Each extension granted shall be noted by holder on the reverse side of this instrument with a new date of maturity clearly indicated.

All rights and powers of Bank hereunder shall induce to the benefit of any subsequent holder or assignee of this Note and the owner of any part of the debt denced hereby.

TELEPHONE NO. AUDRESS

2119 24th Avenue North Nashville, TN

Targeted Communications, William H. Boner

(if This Loan is For Consumer Purposes, Disclosure Statement No. 055-1698-01 Must Be Used)

LETTERS UNLIMITED 146 No. 2119 - 24TH AVE. NORTH NASHVILLE, TENN. 37208 19 84 Pay to the order of **Dollars** LETTERS UNLIMITED Commerce Broadway Office Nashville, Tenness 3:70:1917 #******* 1:0640000 201: 857 885 7110 .00000912785.º LETTERS UNLIMITED 2119 - 24TH AVE. NORTH NASHVILLE, TENN. 37208

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87-2 640

June 7

1983

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Pay to the order of First American National Bank

\$ 3,000.00

Three thousand and no/100-----



Commerce Broadway Office Union Bank Nashville, Tennessee

LETTERS UNLIMITED

Note # 6505873

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LETTERS UNLIMITED No. 123 2119 - 24TH AVE. NORTH NASHVILLE, TENN. 37208 19 83 March 7, to the rder of \$ 2,446.94 First American National Bank Two thousand four hundred forty six and 94/100---**Dollars** LETTERS UNLIMITED Commerce Broadway Office Union Bank Broadway Office Nashville, Tennessee 11-81 Acct. # 8701917-Note # 6505873 \$2,000.00 Prin. \$446.94 Interest ::0640000 201: "OOO123" 857 288 711 100000 2446941

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First American First American National Bank **Loans and Discounts Note Notice**

Nashville, Tennessee 37237

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Dec. 30 19 82 Total Due Interest Principal 1,183.49 , 183.49

Due Date

through

Acct. 8701917, Note No. 6505873 Congressman Bill Boner

Please enclose this notice with your remittance. Form 7022

COMMITTEE ON STANDARDS OF

OFFICIAL COMBUCT Markinston, M.C. 20515

June 2, 1982

Honorable Bill Boner United States House of Representatives 118 Cannon House Office Building Washington, D.C. 20515

Dear Colleague:

This will respond to your letter of May 24, 1982, requesting the advice of this Committee with respect to the application of House Rules to your leasing an IBM OS/6 Word Processing Machine personally owned by you to your campaign committee.

You ask specifically if you may lease the above-noted office machine to your campaign committee in an "arms-length" transaction at a fair market value or below, based on the written confirmation from IBM officials in the district of prevailing market rates for such equipment leases.

House Rule XLIII, clause 6 provides that a Member "shall expend no funds from his campaign account not attributable to bona fide campaign purposes" and shall "convert no campaign funds to personal use in excess of reimbursement for legitimate and verifiable prior campaign expenditures." It is the opinion of this Committee that the income received by a Member from the lease of office equipment to his campaign committee would not constitute a conversion of campaign funds to personal use prohibited by House Rules if the transaction is an "arms-length" arrangement conforming to standard commercial practices in the lease of such equipment and at a rate that does not exceed the fair market value of the lease of similar equipment in the area.

The Committee is of the further opinion that any such business transaction between a Member and his campaign committee should be undertaken with extraordinary care and caution because of the appearance that could arise that the arrangement is a prohibited conversion of campaign funds. Such caution should, among other things, result in the equipment's physical location with the campaign Honorable Sill Soner June 2, 1962 Page 2

8

committee and a rental amount that reflects the level of actual use of the equipment by the campaign committee.

All rental income you received in 1982 from the committee must be reported by source and category of value in Section I-8 of the 1982 financial disclosure form which will be due May 15, 1983. If you have additional question, please contact the Committee staff.

Sincerely.

Chairman

Kamel Se

Flayd D Spence . Ranking Minority Header

LEASE AGREEMENT

This is to signify an agreement between William H. Boner and the Re-Elect Congressman Boner 1982 Committee for the lease of an IBM Office System Six Word Processor, Serial No. 6651-50-0100081 and an optional processing feature owned by Letters Unlimited. The Campaign Committee will pay to Letters Unlimited the sum of \$950.00 per month for the lease of said System Six and shall pay for all service repairs for the duration of this lease agreement.

Re-Elect Congressman Boner .

Touche Ross & Co.

May 15, 1985

...

Congressman William H. Boner 552 Federal Courthouse Nashville, Tennessee 37203

Dear Mr. Boner:

We are replying to your inquity of the each benefits, if any, that you may have received from Letters Unlimited to the mendar year 1984.

We have reviewed our files for the arm receipts and cash disbursements records of Letters Unlimited. Our files indicate that posedid not receive any distributions in the form of salary or director, fees during the calendar year 1984.

You are in an unfavorable tax positive and the mole proprietor of Letters. Unlimited because you must report \$1,545.00 of income on your 1984 tax return. This is compounded by the fact you did not remain any distributions to the pay the resulting additional tax from this income.

The cash in the account of both of the long could be deficted through the repayment of bank loans. As you know, the case of payments on loans are a non-deductible expense in computing to able in the local free fore, you have income from Letters Unlimited through the add-base of recent

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SECRETARY OF STATE

CHARTER

OF

TARGETED COMMUNICATIONS, INC.

800x 5929 PAGE 985

The undersigned natural person, having capacity to contract and acting as the incorporator of a corporation under the Tennessee General Corporation Act, adopts the following charter of such corporation.

- 1. The name of the corporation is TARGETED COMMUNICATIONS, INC.
 - 2. The duration of the corporation is perpetual.
- 3. The address of the principal office of the corporation for the State of Tennessee shall be P.O. Box 527, Goodletts-ville, Davidson County, Tennessee.
 - 4. The corporation is for profit.
- 5. The principal purpose for which the corporation is organized is to engage in mass communications, duplicating and advertising. In addition, this corporation may engage in any and all lawful businesses other than the ones to which specific statutory business provisions apply beyond the scope of the Tennessee General Corporation Act.
- 6. The maximum number of shares which the corporation shall have the authority to issue is One Thousand (1,000) shares each of which shall be no par value, common stock.
- 7. The corporation will not commence business until consideration of an amount not less than \$1,000.00 has been received for the issuance of shares.

This 17th day of August, 1982.

Joe Mann Haynes, Incorporator

BY-LAWS

OF

TARGETED COMMUNICATIONS, INC.

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BY-LAWS

OF

TARGETED COMMUNICATIONS, INC.

ARTICLE I

MEETINGS OF SHAREHOLDERS

- 1. Annual Meeting. The annual meeting of the share-holders shall be held on September 1St of each year, either within or without this State, as may be designated from time to time by the Directors.
- 2. Special Meetings. Special meetings of the share-holders may be called by the President, a majority of the Board of Directors, or by the holders of not less than one-tenth (1/10) of all the shares entitled to vote at such meeting. The place of said meetings shall be the principal office of the Corporation, unless otherwise designated by the Directors.
- 3. Notice of Shareholder Meetings. Written or printed notice stating the place, day and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called and the person or persons calling the meeting, shall be delivered either personally or by mail or at the direction of the President, Secretary, Officer or person calling the meeting to each shareholder entitled to vote at the meeting. If mailed, such notice shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, and

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shall be deemed to be delivered when deposited in the United States mail addressed to the shareholder at his address as it appears on the stock transfer books of the Corporation, with postage thereon prepaid. If delivered personally, such notice shall be delivered not less than five (5) nor more than sixty (60) days before the date of the meeting, and shall be deemed delivered when actually received by the shareholder. The person giving such notice shall certify that the notice required by this paragraph has been given.

- 4. Quorum Requirements. A majority of the shares entitled to vote shall constitute a quorum for the transaction of business. A meeting may be adjourned despite the absence of a quorum, and notice of an adjourned meeting need not be given if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken. When a quorum is present at any meeting, a majority in interest of the stock there represented shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the charter, these by-laws, or by the laws of Tennessee, a larger or different vote is required, in which case such express provision shall govern the decision of such question.
- 5. Voting and Proxies. Every shareholder entitled to vote at a meeting may do so either in person or by written proxy, which proxy shall be filed with the Secretary of the meeting before being voted. Such proxy shall entitle the holders thereof

to vote at any adjournment of such meeting, but shall not be valid after the expiration of eleven (11) months from the date of its execution unless otherwise provided in the proxy. ARTICLE II BOARD OF DIRECTORS Qualification and Election. Directors need not be 1. shareholders or residents of this State, but must be of legal age. They shall be elected by a plurality of the votes cast at the annual meetings of the shareholders. Each Director shall hold ∞ office until the expiration of the term for which he/she is elect-LO ed, and thereafter until his/her successor has been elected and œ qualified. 2. Number. The number of directors shall be fixed from time to time by the shareholders, or by a majority of the entire Board of Directors, but shall never be less than the number required by law. 0 3. Meetings. The annual meeting of the Board of Direct-00 ors shall be held immediately after the adjournment of the annual meeting of the shareholders, at which time the officers of the Corporation shall be elected. The Board may also designate more frequent intervals for regular meetings. Special meetings may be called at any time by the Chairman of the Board, President or any two (2) Directors. Notice of Directors' Meetings. The annual and all regular Board meetings may be held without notice. Special 3

meetings shall be held upon notice sent by any usual means of communication not less than three (3) days before the meeting. 5. Quorum and Vote. The presence of a majority of the Directors shall constitute a quorum for the transaction of business. A meeting may be adjourned despite the absence of a quorum, and notice of an adjourned meeting need not be given if the time and place to which the meeting is adjourned are fixed at the meeting at which the adjournment is taken, and if the period of adjournment does not exceed thirty (30) days in any one adjournment. The vote of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless the vote of a greater number is required by the Charter, these By-Laws, or by the laws of Tennessee. 6. Executive and Other Committees. The Board of Direct-5 ors, by a resolution adopted by a majority of its members, may 0 designate an executive committee, consisting of two or more persons, who may or may not be directors, and may delegate to such committee or committees any and all such authority as it deems desirable, including the right to delegate to an executive commit-0 tee the power to exercise all the authority of the Board of Directors in the management of the affairs and property of the Corporation. ARTICLE III **OFFICERS** Number. The Corporation shall have a president and a secretary, and such other officers as the Board of Directors shall

from time to time deem necessary. Any two or more offices may be held by the same person, except the offices of president and secretary. 2. Election and Term. The officers shall be elected by the Board at its annual meeting. Each officer shall serve until the expiration of the term for which he is elected, and thereafter until his successor has been elected and qualified. Duties. All officers shall have such authority and 3. perform such duties in the management of the Corporation as are normally incident to their offices and as the Board of Directors may from time to time provide. ARTICLE IV RESIGNATIONS, REMOVALS AND VACANCIES 1. Resignations. Any officer or director may resign at any time by giving written notice to the Chairman of the Board, the President, or the Secretary. Any such resignation shall take C 2 effect at the time specified therein, or, if no time is specified, ∞ then upon its acceptance by the Board of Directors. 2. Removal of Officers. Any or all of the Directors may be removed by the Board whenever in its judgement the best interests of the Corporation will be served thereby. 3. Removal of Directors. Any or all of the Directors may be removed either with or without cause by a proper vote of the shareholders; and may be removed with cause by a majority vote of the entire Board.

Newly created directorships resulting Vacancies. from an increase in the number of directors, and vacancies occurring in any office or directorship for any reason, including removal of an officer or director, may be filled by the vote of a majority of the directors then in office, even if less than a quorum exists. ARTICLE V ACTION BY CONSENT Whenever the shareholders or directors are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken, signed by all the persons or entities entitled to vote thereon. 0 ARTICLE VI AMENDMENT OF BY-LAWS C 9 These By-Laws may be amended, added to or repealed either by: 1) a majority vote of the shares represented at any duly constituted shareholders' meeting, or 2) a majority vote of the entire board of directors, which may, however, may be amended or repealed by the shareholders.

CERTIFICATION I certify that these By-Laws were duly adopted at the organizational meeting of the Corporation held on the |st day of September , 1982, and were approved by all the shareholders on that date. President

See ann Eley N 9 0 0

Department of the Treasury Internal Revenue Service

this form. (See instructions for column F.)

Election a Small Business Comparation (Under section 1372 of the Internal Revenue Code)

OMB No. 1545-0146 Espires 8-31-84

For Paperwork Reduction Act Notice, see instructions on back. Note: This election under section 1372(a) to be treated as an "electing small business connection" for income tax purposes can be approved

Nad corporation (see instructions) Targeted Communications, Inc.		Instructions)		nber (see	inst	cipal business activity and cific product or service (see ructions)
Inc.		62-114	2982		-	25-Communication
					year	tion is to be effective for tax beginning (month, dey, year)
					il com	1-1-83
					Numi (see	her of shares leaved and outstanding instructions) 1.000
inuation of	f any form of predece	ssor?	· 🗆 Yes	□ No	Date	and place of incorporation
nization, and	period of its existence		***************************************	•• ••••••••••	Na	8-18-82 ashville. TN
x year the	corporation exists, co	omplete A throu	gh H below,	otherwise	comp	lete E through H.
Date corpo	oration first had assets	C Date corporat	ion began doir	g business		nnual return will be filed for ix year ending (month)
8-18	3-82 ·	8	-18-82			12
dienant	the undersigned share	holders, consent	& Stock owned		H. Social security	
heir es- er, both stock of	treated as an "electing corporation" under sec "(Shareholders sign an	small business tien 1372(a). d date below.)	Number of shares			(employer identification number of estate or trust)
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Under penalties of perjury, I declare that I have examined this election, including occumpanying schedules and statements, and to the best of my knowledge and belief it is true, correct, and complete.

Telian H. Rome, Present Date - 3/10/83

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PLEASE ENDORSE ALL CHECKS. Checks and other items are received for deposit subject to the rules and regulations of this financial institution. Use reverse side for additional listing or attach tape

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#GETED COMMUNICATIONS, INC.

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TARGETED COMMUNICATIONS, INC.	142
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This is to signify an agreement between the fact the munications, Inc. and the Re-elect Congress Bill Enner Commain Committee for the lease of a 3100 Xerox Copier (Serial Number 5/40764 /) connect by fargeted Communications, Inc. The Campaign Consittee shall pay to fire ted Contunications, Inc. the sum of \$220.00 per month for the lease of said Xerox Copier and shall pay for all service repairs for the duration of this lease agreement.

10/1/82

TARGETED COMMUNICATIONS, INC.

TREEL'AN, TREASURER RE-Elect Congressmen Boner

This is to signify an agreement between Targeted Communications, Inc.

and the Re-elect Congressman Bill Boner Campaign Committee for the lease of
a Pitney Bowes Fast Mail System (Inserter, Model No. 3307, Serial Number
014308, Mail Machine, Model No. 5600, Serial Number 165002, Fld/Insert
Model No 1831, Serial Number 014355) owned by Targeted Communications, Inc.
The Campaign Committee will pay to Targeted Communications, Inc. the sum
of \$700.00 per month for the lease of said Pitney Bowes Mail System and Target
Communications, Inc.
shall pay for all service repairs for the duration of this lease agreement.

10/1/12 DATE

inches commications, Inc.

BILL CHOMA, TREASURER

He lict Congressman Boner

LEASE AGRELMENT

This is to signify an agreement between Targeted Communications.

Inc. and the Re-elect Congressman Bill Boner Campaign Committe for the lease of a MEL 3000 System owned by Targeted Communications, Inc.

The Campaign Committe shall pay to Targeted Communications, Inc. the sum of \$1,500.00 per month for the lease of said MEL 3000 System and Targeted Communications, Inc. shall pay for all service repairs for the duration of this lease agreement.

3/17/8J

TARGETED COMMUNICATIONS,

BILL FREEMAN, TREASURER
Re-elect Congressman Boner 1984

LEASE AGREEMENT

This is to signify and agreement between Targeted Communications, Inc. and the Re-Elect Congressman Boner 1986 Committee for the lease of an IBM System 34 Computer, 34 Software and 6670 Laser Printer (includes 5,000 prints and cost schedule for additional prints will be 75% of the cost that IBM would charge). The Campaign Committee will pay to Targeted Communications, Inc. the sum of \$5,600.00 month for the lease of said System 34, 34 Software and 6670 Lease Printer and shall pay for maintenance and service repairs for the duration of this lease agreement.

1/1/85 Date

WILL LAM H. BONER

Red Congressman Boner, 1986



0405 1 8

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XEROX 3100 - Rental Rates, 1984-November

		Copies	.Up to	
		Included	3,000 Copies	0,0
monthly	\$245.00	1,500	. 062	
annual	183.00	1,000	.054	
two-year	156.50	6.25	.05	*

Please Note: Xerox is having a price increase on some products effective.
You may want to check with me to see if your prices will change.



Here are our Pitney Bowes current leasing rates.

These would be what all major Leasing Companies are using as their factors.

ONE (1) YEAR LEASE

\$714.29 PER MONTH (FOR ONE YEAR)

1WO (2) YEAR 1 FY 1

\$425.68 PER MONO? (24 MONO?)

SIX (6) MONTH I.

\$3,932.17

If I can be of for our service to you . We elet

Since oly.

Gary Chang

Are. S. M. Love entative

GC:bls

CC: John Ball

CONGRESSMAN BILL BONER 552 U S Courthouse Nashville, TN 37203 Atten: Betty Murray

Dear Ms. Murray:

Enclosed is the information you requested in regards to your existing Pitney Bowes Mailing System.

- 1) One-year monthly \$651.41
- 2) Two-year monthly \$368.10

I appreciate year patience in the sense information gathered and the to you.

Or need of as a too, plant to give me a call.

Thank you.

Truly,

J. Gaye Amick

SAR

JCA/jam

April 6, 1983 Congressman Bill Boner Room 552 Foderal Court H Nathville, III. Dear Congressmen Tener: Please note that the leasing charge, on a Mgl 3000 similar to the one you are proceedly utilizing would b approximately \$1,600.00/month. Thank you for doing business with Melita Electronic Labs, In Szlam, C 2 O. AS: hhs

.December 7, 1984 Congressman Bill Longer Room 552 Wederal Court How Nashville, TN. 37200 Dear Congressman Boner: Please note that the leasing charges on a Mel similar to the one you are presently utilizing would approximately \$1,800.00/month. . Thank you for doing business, with to the only labs. Inc. AS: hhe MELITA ELECTRONIC LABS. INC. 73: Matterias Pa. Suita 29 Atlanta GEOFGIA 30343 434) 457-3780

Mr. Butch Eley Office of Congressian Bill Boner U. S. Courthouse Nashville, Tennessee 37201

Dear Butch:

The following is the information you requested regarding rental of IBM equipment. These figures are not to be considered a price quotation, but rather are to be used by your ergomestron for informational purposes only. These prices do not reflect state and local taxes should they be applicable.

		PER HONTH
IEM SYSTEM/34 COMPUTER		\$3,237.00
1EM SYSTEM/34 SOFTWARE		\$ 269.00
IBM 6670 LASER FRINTER Includes 5,000 Prints		\$2,640.00
Add'1 Prints: 5,001-30,000 30,001+	(4 (6	\$.012/Each \$.009/Each

Butch, if we can be of further assistance, do not hesitate to contact us.

Sincerely,

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N. Al Houk

Advisory Marketing Representative National Marketing Division

NAH: 4G3Q.2514.8



CE PROPRETITION OF THE PROPERTY OF THE PROPERT

Certificate

The undersigned, as Secretary of State of the State of Tennessee, hereby certifies that the attached document was received for filing on behalf of

TARGETED COMMUNICATIONS, INC.

was duly executed in accordance with the Tennessee General Corporation Act, was found to conform to law and was tiled by the undersigned, as Secretary of State, on the date noted on the document.



Secretary of State

ARTICLES OF DISSOLUTION PURSUANT TO SECTION 48-1-1007 OF THE TENNESSEE GENERAL CORPORATION ACT OF TARGETED COMMUNICATIONS, INC.

Pursuant to the provisions of Section 48-1-1007 of the Tennessee General Corporation Act, the undersigned corporation submits the following articles of dissolution for the purpose of dissolving the corporation:

- 1. The name of the corporation is TARGETED COMMUNICATIONS, INC.
- 2. The approval and intent to dissolve the corporation was given by its sole shareholder on September 30, 1985, and the written consent to the dissolution of the corporation is hereby given, nunc pro tunc, and submitted herewith, pursuant to the provisions of Section 48-1-1002 of the Tennessee General Corporation Act.
- 3. All debts, obligations and liabilities of the corporation have been paid and discharged, or adequate provision has been made therefor.
- 4. As a corporation for profit, all remaining property and assets of the corporation have been distributed among its sole shareholder in accordance with his respective rights and interests.
- 5. There are no suits pending against the corporation in any court of law.

DATED June 3/, 1986.

TARGETED COMMUNICATIONS, INC.

PRESIDENT

504051188

STATEMENT OF INTENT TO DISSOLVE TARGETED COMMUNICATIONS, INC.

BY WRITTEN CONSENT

To the Secretary of State of the State of Tennessee:

Pursuant to the provisions of Section 48-1-1002 of the Tennessee General Corporation Act, the undersigned corporation submits the following statement of intent to dissolve upon written consent of its sole shareholder.

1. The name of the corporation is TARGETED COMMUNICATIONS, INC.

* ,,...

2. The names and address of its officers are:

William H. Boner President 714 Russell Street Nashville, TN 37206

Lee Ann Eley Secretary- 1725 Gen. George Patton Dr.

Treasurer Unit 101 Franklin, TN 37064

3. The names and addresses of its directors are:

Lee Ann Eley 1725 General George Patton Drive Unit 101 Franklin, TN 37064

Howard H. Eley 1725 General George Patton Drive Unit 101 Franklin, TN 37064

4. The approval and intent to dissolve the corporation was given by its sole shareholder on September 30, 1985, and the written consent to the dissolution of the corporation is hereby given, nunc pro tunc.

6040511.8.8

DATED January 31. 1986.

By: Willam D. Jones
PRESIDENT

WRITTEN CONSENT OF DISSOLUTION

OF

TARGETED COMMUNICATIONS, INC.

I, the undersigned, being the sole shareholder of Targeted Communications, Inc. and the sole shareholder entitled to vote, approved the dissolution of Targeted Communications, Inc. on September 30, 1985, and hereby give my written consent, nunc pro tunc, that such approval was given and intent made on that day to dissolve Targeted Communications, Inc., a corporation organized and existing under the laws of the State of Tennessee. This written consent has been signed by the sole shareholder of said corporation.

DATED January 3/ , 1986.

William Hr Some

UCC#9338 BRAND & LOWELL FIFTH PLOOR 923 FIFTEENTH STREET, N.W. WASHINGTON D.C. 2008 FFB 26 P4: 08 (202) 662-9700 February 25, 1986 HAND DELIVER Kenneth A. Gross, Esq. Associate General Counsel For Enforcement Federal Election Commission 999 E Street, N.W. Sixth Floor Washington, D.C. 20004 Dear Mr. Gross: Pursuant to our telephone discussion today we are hereby requesting the initiation of a pre-MUR proceeding as a preliminary step toward the goal of achieving pre-probable cause conciliation on certain issues relating to the Re-Elect Congressman Bill Boner Committee and Congressman Bill Boner. As I have indicated, the Congressman and his committee are concerned that the manner in which the Congressman extended certain financial assistance to his Committee may raise certain issues under sections 441a and 441b of the Act. Our preliminary assessment suggests that these issues turn on the Congressman's provision of assistance to the Committee through a sole proprietorship and a subchapter S corporation organized exclusively by 9 the Congressman to supply campaign services under lease. Œ I look forward to meeting with you at your earliest convenience to discuss resolution of this matter. Sincerely, Stanley M. Brand SMB/pjs



FEDERAL ELECTION COMMISSION

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

THIS IS THE BEGINNING OF MUR # 2/77

Date Filmed 9/4/86 Camera No. --- 2

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FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

2/13/87

THE FOLLOWING MATERIAL IS BEING ADDED TO THE PUBLIC FILE OF CLOSED MUR $\frac{2177}{2}$.

SEIVED AT THE FEG

August 26, 1986

Mr. Charles N. Steele General Counsel Federal Election Commission Washington, D.C. 20463

Re: MUR 2177

Dear Mr. Steele:

T

Enclosed please find the Boner campaign committee's check. As you know, we are grateful to the FEC for giving us advice on how best to treat the Congressman's various contributions to his own campaign.

When we brought the questions of proper filing to the Commission's attention, we were not sure whether a subchapter S corporation, owned completely by the Congressman, fell within the regulations for a candidate's own contributions to his campaign. While it was the Congressman's intent to dissolve his corporations prior to donating use of any equipment to the campaign committee, they were not technically dissolved until later. That is what caused our question.

In an effort to comply with the spirit as well as the letter of the Federal Election laws, we brought this matter to the FEC's attention to clarify the situation and to resolve any inadvertent problems that were created.

Again, I appreciate the FEC's willingness to work with us and provide the advice needed.

Sincerely,

Michael L. Armstrong

Michael L Christing

enclosure

PO BOX 60685

NASHVILLE. TENNESSEE 37206

(615) 242-9191



GRESSMAN BILL BONER ARO BOX 60686 HVILLE TENNESSEE 37206

> Mr. Charles N. Steele General Counsel Federal Election Commission Washington, D.C. 20463

> > adding in Internal and a