

August 26, 1997

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Office of the General Counsel
The Federal Election Commission
999 E Street, N.W.
Washington D.C. 20463

MUR 4250

Dear Sir:

Following are my responses to questions submitted to me by the Commission in its Subpoena to Produce Documents and Order To Submit Written Answers dated the 25th of July, 1997.

Question 1 asks for a listing of loans obtained by the NPF from the RNC.

The copies of documents attached, including a schedule of loans and repayments from the date of May 1, 1993 until March 4, 1994, comprise the documents relevant to question 1 in my possession. The further detail sought in question 1, for example bank statements, account numbers, the dates and content of any non-written communications about such transactions, is not in my possession.

Question 2 seeks information about an "October 1994 loan from the Signet Bank to the NPF first referenced in the accompanying May 5, 1997 Time magazine news article."

The effective date of my resignation as President of the NPF was August 1, 1994. I have no documents relating to nor any personal first hand knowledge of this transaction.

Question 3 seeks any additional information about NPF loan activity.

As indicated in my answer to Question 1, I have no additional relevant documentation.

Question 4 asks identity of persons who provided information used in these responses.

No persons other than myself provided any such information.

District of Columbia
Subscribed and sworn to before
me this 26th day of August 1997.

Joan C. Hodgson

Notary: Joan C. Hodgson
My commission expires: 4/30/98

Sincerely
Michael E. Baroody
Michael E. Baroody

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NATIONAL POLICY FORUM

A Republican Center for the Exchange of Ideas

HALEY BARBOUR
Chairman

MICHAEL E. BAROODY
President

March 4, 1994

Memorandum for Dan Denning

From: Dorothy Moley

Subject: RNC Loans to NPF

The following is information you requested concerning the loans from the RNC to the NPF:

May 1, 1993	Original Loan Agreement \$100,000 Promissory Note
July 6, 1993	\$100,000 Promissory Note
August 12, 1993	\$50,000 Promissory Note
August 30, 1993	\$50,000 Promissory Note
September 14, 1993	\$50,000 Promissory Note
September 29, 1993	\$50,000 Promissory Note
October 15, 1995	Loan Repayment \$150,000
December 15, 1993	Loan Repayment \$50,000
December 23, 1993	\$30,000 Promissory Note
December 28, 1993	\$30,000 Promissory Note
Year End Outstanding Loan Balance	\$260,000

National Policy Forum
 229 1/2 Pennsylvania Ave., SE
 Washington, DC 20003
 Tax Identification #: 52 1827887
 1991 Form 990
 Form 990 Schedule of Notes Payable

Lender	Amount	Balance	Date	Due Date	Repayment Terms	Interest	Security	Purpose	Cash Value
Republican National Comm., Haley Barbour, Chairman	\$100,000	\$0	20-May-93	31 Dec 94	repaid 10-15-93	prime + 1.5%	none	operations	\$0
Republican National Comm., Haley Barbour, Chairman	\$100,000	\$0	13-Jul-93	31 Dec-94	repaid 12-15-93	prime + 1.5%	none	operations	\$0
Republican National Comm., Haley Barbour, Chairman	\$50,000	\$50,000	12-Aug-93	31 Dec-94	total due at maturity	prime + 1.5%	none	operations	\$50,000
Republican National Comm., Haley Barbour, Chairman	\$50,000	\$50,000	30-Aug-93	31 Dec 94	total due at maturity	prime + 1.5%	none	operations	\$50,000
Republican National Comm., Haley Barbour, Chairman	\$50,000	\$50,000	14-Sep-93	31 Dec 94	total due at maturity	prime + 1.5%	none	operations	\$50,000
Republican National Comm., Haley Barbour, Chairman	\$50,000	\$50,000	29-Sep-93	31 Dec 94	total due at maturity	prime + 1.5%	none	operations	\$50,000
Republican National Comm., Haley Barbour, Chairman	\$30,000	\$30,000	27-Dec-93	31-Dec 94	total due at maturity	prime + 1.5%	none	operations	\$30,000
Republican National Comm., Haley Barbour, Chairman	\$30,000	\$30,000	28-Dec-93	31 Dec 94	total due at maturity	prime + 1.5%	none	operations	\$30,000
TOTAL		260,000							260,000

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2025 RELEASE UNDER E.O. 14176

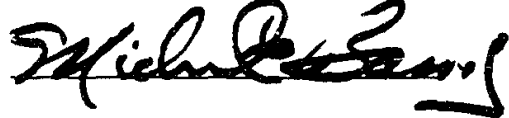
ADDENDUM TO THE LOAN AGREEMENT OF MAY 1, 1993.
BETWEEN NATIONAL POLICY FORUM AND
REPUBLICAN NATIONAL COMMITTEE

Section 1.1 of the Loan Agreement entered into on May 1, 1993, by and between the National Policy Forum and the Republican National Committee is amended to read as follows:

ARTICLE I

Section 1.1 LOAN FACILITY. The RNC agrees, on the terms and conditions hereinafter set forth, to make advances of loan proceeds (collectively "Advances") to the Borrower from time to time during the period from May 1, 1993 to and including April 30, 1994 (the "Availability Period"), in an aggregate amount outstanding at any time not to exceed \$885,000. All Advances under this agreement shall be evidenced by fourteen demand promissory notes, one in the amount of \$200,000, one in the principle amount of \$125,000, one in the principle amount of \$110,000, two in the principle amount of \$100,000, one in the principle amount of \$65,000, one in the principle amount of \$55,000, four in the principle amount of \$50,000, one in the principle amount of \$35,000, two in the principle amount of \$30,000 in the form attached as Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M and N hereto (the Note). Each Advance shall be made in the minimum amount of \$25,000.

NATIONAL POLICY FORUM



Attest:

Secretary

REPUBLICAN NATIONAL COMMITTEE

DEMAND PROMISSORY NOTE

\$35,000

WASHINGTON, D.C.
March 17, 1994

FOR VALUE RECEIVED, the undersigned National Policy Forum ("the Borrower"), a District of Columbia not-for-profit organization with its principal place of business in the District of Columbia, promises to pay to the order of the Republican National Committee (the "RNC"), at its offices at 310 First Street, SE, Washington, D.C. 20003 the principal amount of Thirty Five Thousand Dollars (\$35,000) or the aggregate unpaid principal amount of advances made by the RNC pursuant to a Loan and Security Agreement dated May 1, 1993 (the "Agreement"), whichever is less, together with the interest on any and all principal amounts remaining unpaid hereunder from time to time. Payment shall be made on demand or, if no demand had been made, on April 30, 1994.

Interest shall be paid upon the unpaid principal amount outstanding hereunder at a rate per annum (calculated on the basis of the actual number of days elapsed over a year of 360 days) equal to the Signet Bank / Virginia's prime rate of interest (the "Prime Rate"), plus 1.5 points. Each change in the rate of interest hereunder shall be effective as of the opening of business on the effective date of each change in the Prime Rate. Payment of interest shall be made to the RNC, at its offices, upon the maturity of the Note on April 30, 1994.

This note is issued pursuant to the Agreement referred to above, between the Borrower and the RNC and is entitled to the benefits thereof.

Borrower waives demand, protest, presentment, notice of dishonor, and all other notices that it may lawfully waive.

NATIONAL POLICY FORUM

Attest:


Michael E. Baroody, Sr. President

Secretary

(Seal)

W. L. Lyons Brown, Jr. Finance Chairman

EXHIBIT N

**THIRD NPF BOARD OF DIRECTORS MEETING
RESOLUTION, JUNE 29, 1994**

WHEREAS, TO CONTINUE THE STATED PURPOSE AND GOALS OF THE NATIONAL POLICY FORUM IT HAS BEEN NECESSARY TO BORROW FUNDS FROM TIME TO TIME AT COMMERCIAL RATES: AND.

WHEREAS, IT MAY BE NECESSARY TO BORROW ADDITIONAL MONIES: AND.

NOW THEREFORE BE IT RESOLVED, THAT THE NATIONAL POLICY FORUM'S BOARD OF DIRECTORS HEREBY RATIFIES ALL LOANS ENTERED INTO BY THE NPF PRESIDENT AND FINANCE CHAIRMAN ON BEHALF OF AND FOR THE BENEFIT OF THE NPF, AND EMPOWERS ITS PRESIDENT AND FINANCE CHAIRMAN TO AUTHORIZE JOINTLY, AND TO EXECUTE, JOINTLY OR INDIVIDUALLY, ANY FUTURE LOAN DOCUMENTS NOT TO EXCEED \$1,000,000 IN THE AGGREGATE AS THEY MAY DEEM NECESSARY WITHOUT FURTHER BOARD RESOLUTIONS.

JUNE 29, 1994