



FEDERAL ELECTION COMMISSION

1125 K STREET N.W.
WASHINGTON, D.C. 20463

THIS IS THE END OF TMR # 1355

Date Filmed 7/24/81 Camera No. --- 2

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MUR 1355 Skins

PS Form 3811, Jan. 1978

● **SENDER.** Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one.)

☐ Show to whom and date delivered.....

☐ Show to whom, date and address of delivery.....

☐ RESTRICTED DELIVERY
Show to whom and date delivered.....

☐ RESTRICTED DELIVERY.
Show to whom, date, and address of delivery. \$.....

(CONSULT POSTMASTER FOR FEES)

2. **ARTICLE ADDRESSED TO:**
Carol Day
2000 L St, N.W.
D.C. 20036

3. **ARTICLE DESCRIPTION:**

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	438232	

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE ☐ Addressee ☐ Authorized agent

4. **DATE OF DELIVERY**

5. **ADDRESS** (Complete only if requested)

6. **UNABLE TO DELIVER BECAUSE:**

CLERK'S INITIALS

81 MAY 26 4 08 PM '78

U.S. POSTAL SERVICE

31710032710

MUR1355 *Mini*

PS Form 3811, Jan 1979

1. The following service is requested (check one.)

☐ Show to whom and date delivered.

☐ Show to whom, date and address of delivery.

☐ RESTRICTED DELIVERY

☐ Show to whom and date delivered.

☐ RESTRICTED DELIVERY.

☐ Show to whom, date, and address of delivery.

2. ARTICLE ADDRESSED TO

1413 R St. N.W. Assoc.
90 Potomac Pw. Corp.
2621 P St. N.W.

3. ARTICLE DESCRIPTION

REGISTERED NO. *438236* CERTIFIED NO. *438236* INSURED NO.

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE *J.H. Seibert* Addressee ☐ Authorized agent ☐

4. DATE OF DELIVERY *5-26-81*

5. ADDRESS (Complete only if required)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

MUR1355 *Mini*

PS Form 3811, Jan 1979

1. The following service is requested (check one.)

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☐ Show to whom, date and address of delivery.

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(CONSULT POSTMASTER FOR FEES)

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CLERK'S INITIALS

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

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PS Form 3811, Jan 1979

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☐ Show to whom and date delivered.

☐ RESTRICTED DELIVERY.

☐ Show to whom, date, and address of delivery.

(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO

Carol Dan
2000 Z St. N.W.
D.C. 20036

3. ARTICLE DESCRIPTION

REGISTERED NO. *438238* CERTIFIED NO. *438238* INSURED NO.

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE *S. Glenn* Addressee ☐ Authorized agent ☐

4. DATE OF DELIVERY *5/26/81*

5. ADDRESS (Complete only if required)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

May 22, 1981

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Carol Darr, Deputy Counsel
Carter-Mondale Presidential
Committee, Inc.
2000 L Street, N.W.
Washington, D.C. 20036

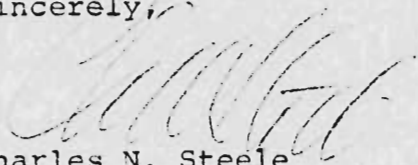
Re: MUR 1355

Dear Ms. Darr:

This is to advise you that after an investigation was conducted, the Commission voted on May 20, 1981, that it would take no further action on this matter. Accordingly the file in this matter, numbered MUR 1355, has been closed. This matter will become part of the public record within 30 days. Should you wish to submit any factual or legal materials to appear on the public record please do so within 10 days.

If you have any questions, contact Steve Mims at
(202) 523-4060.

Sincerely,


Charles N. Steele
General Counsel

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Carol Darr, Deputy Counsel
Carter-Mondale Presidential
Committee, Inc.
2000 L Street, N.W.
Washington, D.C. 20036

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If you have any questions, contact Steve Mims at
(202) 523-4060.

Sincerely,

Charles N. Steele
General Counsel

SAM 5/21/81



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

May 22, 1981

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Carol Darr, Deputy Counsel
Carter-Mondale Reelection Committee, Inc.
2000 L Street, N.W.
Washington, D.C. 20036

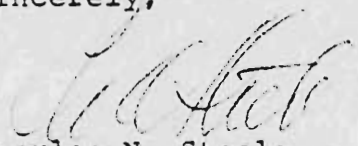
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Sincerely,


Charles N. Steele
General Counsel

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Carol Darr, Deputy Counsel
Carter-Mondale Reelection Committee, Inc.
2000 L Street, N.W.
Washington, D.C. 20036

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(202) 523-4060.

Sincerely,

Charles N. Steele
General Counsel

SNM 5/14/81



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

May 22, 1981

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

David H. Schwartz
1413 K Street, N.W. Associates
c/o Potomac Development Corporation
2621 P Street, N.W.
Washington, D.C. 20007

Re: MUR 1355

Dear Mr. Schwartz:

This is in reference to the complaint you filed with the Commission on December 11, 1980, concerning the Carter-Mondale Presidential Committee, Inc., and the Carter-Mondale Reelection Committee, Inc.

Based on your complaint, the Commission determined there was reason to believe that the Carter-Mondale Presidential Committee, Inc., and the Carter-Mondale Reelection Committee, Inc., violated 2 U.S.C. § 434(b)(8), a provision of the Federal Election Campaign Act of 1971, as amended and instituted an investigation of this matter. After an investigation was conducted and report of the General Counsel was considered, the Commission voted on May 20, 1981, that it would take no further action on this matter. Accordingly, the file in this matter, numbered MUR 1355, has been closed. This matter will become part of the public record within 30 days. Should you wish to submit any factual or legal materials to appear on the public record, please do so within 10 days. The Federal Election Campaign Act allows a Complainant to seek judicial review of the Commission's dismissal of this action. See 2 U.S.C. § 437g (a)(8).

If you have any questions, please contact Steve Mims, the staff member assigned to this matter, at (202) 523-4060.

Sincerely,

A handwritten signature in dark ink, appearing to read "Charles N. Steele", is written over the typed name.

Charles N. Steele
General Counsel

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

David H. Schwartz
1413 K Street, N.W. Associates
c/o Potomac Development Corporation
2621 P Street, N.W.
Washington, D.C. 20007

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If you have any questions, please contact Steve Mims, the staff member assigned to this matter, at (202) 523-4060.

Sincerely,

Charles N. Steele
General Counsel

SRM 5/2/81



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

May 22, 1981

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Richard J. Bell
1413 K Street, N.W. Associates
c/o Potomac Development Corporation
2621 P Street, N.W.
Washington, D.C. 20007

Re: MUR 1355

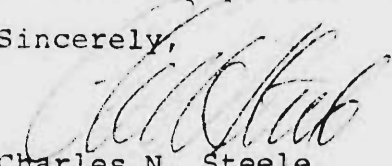
Dear Mr. Bell:

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Sincerely,


Charles N. Steele
General Counsel

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RETURN RECEIPT REQUESTED

Richard J. Bell
1413 K Street, N.W. Associates
c/o Potomac Development Corporation
2621 P Street, N.W.
Washington, D.C. 20007

Re: MUR 1355

Dear Mr. Bell:

This is in reference to the complaint you filed with the Commission on December 11, 1980, concerning the Carter-Mondale Presidential Committee, Inc., and the Carter-Mondale Reelection Committee, Inc.

Based on your complaint, the Commission determined there was reason to believe that the Carter-Mondale Presidential Committee, Inc., and the Carter-Mondale Reelection Committee, Inc., violated 2 U.S.C. § 434(b)(3), a provision of the Federal Election Campaign Act of 1971, as amended and instituted an investigation of this matter. After an investigation was conducted and report of the General Counsel was considered, the Commission voted on , 1981 that it would take no further action on this matter. Accordingly, the file in this matter, numbered MUR 1355, has been closed. This matter will become part of the public record within 30 days. Should you wish to submit any factual or legal materials to appear on the public record, please do so within 10 days. The Federal Election Campaign Act allows a Complainant to seek judicial review of the Commission's dismissal of this action. See 2 U.S.C. § 437g(a)(8).

If you have any questions, please contact Steve Mims, the staff member assigned to this matter, at (202) 523-4060.

Sincerely,

Charles W. Steele
General Counsel

SDM 5/24/81

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 1355
Carter-Mondale Presidential)
Committee, Inc. (CMPC))
Carter-Mondale Reelection)
Committee, Inc. (CMRC))

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on May 20, 1981, the Commission decided by a vote of 5-0 to take the following actions regarding MUR 1355:

1. Take no further action against the Carter-Mondale Presidential Committee, Inc. and the Carter-Mondale Reelection Committee, Inc.
2. Send the letters as attached to the General Counsel's Report dated April 29, 1981.

Commissioner Aikens, Harris, McGarry, Thomson and Tiernan voted affirmatively in this matter; Commissioner Reiche refrained from voting.

Attest:

5/20/81
Date

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

Report signed: 5-15-81
Received in Office of the Commission Secretary: 5-18-81, 10:22
Circulated on 48 hour vote basis: 5-18-81, 4:00



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

MEMORANDUM TO: CHARLES STEELE *mwe*
FROM: MARJORIE W. EMMONS/JODY CUSTER *jc*
DATE: MAY 20, 1981
SUBJECT: COMMENTS REGARDING MUR 1355, General Counsel's
Report dated 4-29-81, signed 5-15-81

Attached is a copy of Commissioner Reiche's
vote sheet with comments regarding his refraining from
voting in the above-named matter.

ATTACHMENT:
Copy of Vote Sheet

3101023279

SENSITIVE

KDD



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON D.C. 20461Date and Time Transmitted: MONDAY, 5-18-81

4:00

Commissioner McGARRY, AIKENS, TIERNAN, THOMSON, REICHE, HARRISRETURN TO OFFICE OF COMMISSION SECRETARY BY: WEDNESDAY, MAY 20, 1981

4:00

MUR No. 1355 - General Counsel's Report dated 4-29-81; Signed
5-15-81☐ I approve the recommendation☐ I object to the recommendation

COMMENTS:

*I hereby refrain from voting
affirmatively or negatively on this
matter at this time.*Date: 5/19/81

Signature:

Frank P. Reiche

A DEFINITE VOTE IS REQUIRED AND ALL SHEETS SIGNED AND DATED.
PLEASE RETURN ONLY THE VOTE SHEETS TO THE OFFICE OF THE
COMMISSION SECRETARY NO LATER THAN THE DATE AND TIME SHOWN
ABOVE.



May 18, 1981

MEMORANDUM TO: Marjorie W. ~~Simmons~~
FROM: Elissa T. Carr
SUBJECT: MUR 1355

Please have the attached General Counsel's Report distributed to the Commission on a 48 hour tally basis.
Thank you.

3171000711

• SENSITIVE •

BEFORE THE FEDERAL ELECTION COMMISSION
April 29, 1981

In the Matter of)
)
Carter-Mondale Presidential) MUR 1355
Committee, Inc. (CMPC))
Carter-Mondale Reelection)
Committee, Inc. (CMRC))

31 MAY 18 A10:22

GENERAL COUNSEL'S REPORT

BACKGROUND

On December 11, 1980, 1413 K Street, N.W. Associates ("Associates") filed a complaint against respondents Carter-Mondale Presidential Committee, Inc. (CMPC) and the Carter-Mondale Reelection Committee, Inc. (CMRC). The complaint cites the failure of the respondents to include on their financial reports to the Commission debts allegedly owed to the complainant arising from an obligation under a lease agreement entered into between the complainant and CMPC.

At the time this complaint was filed with the Commission, Associates was maintaining a civil action for breach of the lease agreement in the Superior Court for the District of Columbia (CA #12630-80). The suit named CMPC as the prime tenant and alleged CMRC to be a sub-tenant based upon assertions that CMRC occupied space and reported as its address (on early statements filed with Commission), the premises covered under the lease agreement.

Respondents CMPC and CMRC filed a response to the Commission's complaint notification on January 6, 1981. (See Attachment 1). Their principal defense was that complainant Associates breached

the lease agreement and that any obligations under the lease became null and void. They also indicated that respondent CMRC was never a party to the lease and that it never used any of the space subject to the lease.

On February 23, 1981, the Commission found reason to believe that respondents CMPC and CMRC violated 2 U.S.C. § 434(b)(8) for the failure to report certain debts and authorized the Office of General Counsel to ask questions to determine nature of the obligations of each respondent. Respondents replied to the Commission's notification and questions on April 1, 1981. (See Attachment 2). They primarily reiterated their earlier defense. They did add, however, that the civil suit brought against them had been dismissed after CMPC agreed to pay \$10,000 in settlement. They further added that respondent CMPC would report the \$10,000 settlement payment on its next report to the Commission.

Legal Analysis

Section 434(b)(8) of the statute and 11 C.F.R. § 104.3(d) require the reporting of debts and obligations owed by a political committee. In Advisory Opinion 1978-85 the Commission held that this requirement includes disputed debts, even if the validity of the debts was the subject of litigation. The Commission observed in that opinion that the committee would be free to accompany the reporting of the disputed debt with a caveat to the effect that the debt was contested.

While the General Counsel believes that the principle enunciated in Advisory Opinion 1978-85 is sound with respect to those situations in which a committee has actually received the goods or services involved and has been billed for such goods or services, the application of the principle in the present set of circumstances is less compelling. Respondent CMPC did not receive usage of the premises during the period when the supposed debt arose and, instead, chose to vacate the property entirely. Unlike the situation where services have already been provided, here there was no potential for a contribution by the lessor should the committee not pay, since no services were provided. There is, therefore, little reason for requiring the committee to report the contested obligation on the lease. ^{1/} Moreover, even though the lease was a contract, parties to a contract are free to rescind, modify, interpret, or breach the contract. It should not be assumed, in the General Counsel's view, that CMPC misinterpreted the contract or that the lessor, Associates, would recover for breach. Under the circumstances of this matter, there appears

^{1/} One of the primary reasons for requiring debts to be reported is to monitor whether a contribution by a provider of goods or services arises due to payment of less than the usual and normal charge, see 11 C.F.R. § 100.7(a)(1)(iii), or payment after a length of time beyond normal business or trade practice, see 11 C.F.R. § 100.7(a)(4). This purpose is served only in the situation where goods or services have been provided in the first place. Where such goods or services have not been provided, no potential for a contribution exists.

The General Counsel would therefore treat this matter differently if in fact CMPC had used the premises in question and disputed the amount owed. Under those circumstances, there would be underlying reason to require reporting of the disputed debt.

to have been a legitimate dispute as to whether a debt existed, and it would be inappropriate, in the General Counsel's view, to pursue CMPC further for failure to report an outstanding debt.

As indicated above, CMPC has settled its dispute with Associates by agreeing to a \$10,000 court settlement. CMPC has further indicated that it will report the \$10,000 payment to Associates on its next report filed with the Commission. In light of this, and the preceding arguments, the General Counsel recommends that the Commission take no further action in this matter. 2/

Recommendation

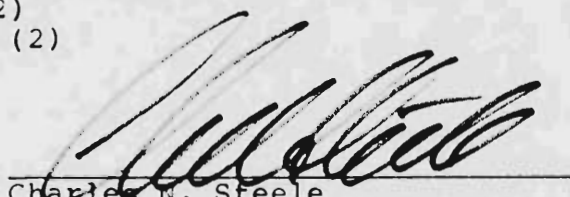
1) Take no further action against the Carter-Mondale Presidential Committee, Inc. and the Carter-Mondale Reelection Committee, Inc.

2) Send the attached letters.

Attachments:

1. Response to notification of complaint (1/6/81)
2. Response to notification of RTB (4/1/81)
3. Letters to respondent (2)
4. Letters to complainants (2)

15 May 1981
Date


Charles R. Steele
General Counsel

2/ There is no obligation on the Committee's part to file a debt settlement statement pursuant to 11 C.F.R. § 104.3(d) or 104.11(a) because there was no debt otherwise required to be reported in the first place. Nor is this the type of situation contemplated by these regulations, for the issue of whether the amount actually paid is reasonable, the issue underlying the debt settlement regulations, is not raised. This is because, once again, no services were provided in exchange for the payment. The \$10,000 payment may be viewed as a settlement of potential litigation costs, not as a settlement of a debt outstanding.

Carter-Mondale Reelection Committee, Inc.
2000 L St., N.W.
Washington, D.C. 20036

January 6, 1981

Charles N. Steele, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Re: MUR 1355

Dear Mr. Steele:

This is in response to your notification of December 19, 1980, that the Commission has received a complaint alleging that the Carter-Mondale Reelection Committee ("CMRC") may have violated certain sections of the Federal Election Campaign Act of 1971, as amended, by failing to report as an outstanding debt a disputed claim which is now the subject of litigation before the District of Columbia Superior Court. One issue is also on appeal before the D.C. Court of Appeals.

This litigation is based on an alleged agreement regarding the lease of office space between the Carter/Mondale Presidential Committee, Inc., a primary campaign committee, and the complainant. The facilities were never leased nor used by CMRC, a separate entity and corporation from the Carter/Mondale Presidential Committee, Inc. CMRC made no contract, promise, or agreement with respect to the lease; hence it has no reporting obligation concerning this matter.

CMRC wishes to note that the litigation in connection with this claim already includes a counterclaim by CMRC for abuse of process based on false statements by the plaintiff concerning this Committee's alleged occupation of the premises.

For all the reasons stated above, the Respondent respectfully urges the Commission to take no further action on MUR 1355.

Sincerely,

Carol Darr by DS
Carol Darr
Deputy Counsel

CARTER/MONDALE PRESIDENTIAL COMMITTEE, INC.
1413 K STREET, N.W., WASHINGTON, D.C. 20005

January 6, 1981

Charles N. Steele, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Re: MUR 1355

Dear Mr. Steele:

This is in response to your notification of December 19, 1980 that the Commission had received a complaint alleging that the Carter/Mondale Presidential Committee ("CMPC") may have violated certain sections of the Federal Election Campaign Act of 1971, as amended.

The complainant, 1413 K Street, N.W. Associates, alleges that CMPC has violated 11 CFR §§104.11 and 104.3(d) by failing to report as an outstanding debt a disputed claim which is now the subject of litigation before the Superior Court of the District of Columbia. One issue is also on appeal before the D.C. Court of Appeals. The litigation is based on an alleged agreement regarding the lease of office space at 1413 K Street, N.W., Washington, D.C. CMPC has taken the position that the alleged agreement is void by reason of mistake of fact and/or misrepresentation that the premises were fit for the use of the CMPC and lack of mutuality of remedies between the parties.

In AC 1976-85, the Commission stated that the amount of a disputed claim should be reported as a debt "[s]ince the Act defines expenditure to include '...a contract, promise or agreement, express or implied, whether or not legally enforceable, to make any expenditure.'"

The 1979 Amendments to the FECA, however, made several changes in the statutory definition of "expenditure". Deleted were the words "express or implied, whether or not legally enforceable," so that the new definition of "expenditure," in pertinent part, now means "a contract, promise or agreement to make an expenditure."

CMPC maintains that there is no contract, promise or agreement, written or otherwise, which obligates it to make an expenditure for the amounts in question, and hence that it has no obligation to report the disputed claim.

ATTACHMENT 1
(page 2)

The sole purpose of this complaint is harassment for the purpose of forcing CMPC to settle the disputed claim with the plaintiffs. We urge the Commission to reject the plaintiff's attempt to embroil the Commission in a commercial dispute.

For the reasons stated above, the Respondent respectfully urges the Commission to take no further action on MUR 1355.

Sincerely,

Carol Darr by DS

Carol Darr
Deputy Counsel

31040232733

CARTER/MONDALE PRESIDENTIAL COMMITTEE, INC.

2000 L STREET, N.W., WASHINGTON, D.C. 20036

(202) 887-4700

587-5060

Robert S. Strauss, Chairman

Tim Kraft, National Campaign Manager

S. Lee Kling, Treasurer

April 1, 1981

1 APR 1 1981 14:03

Mr. Steve Mims
Office of the General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20003

Dear Mr. Mims:

The following answers are provided in response to the questions enclosed with the Commission's letters of February 27, 1981, to the Carter/Mondale Reelection Committee, Inc., and the Carter/Mondale Presidential Committee, Inc.

ANSWERS TO QUESTIONS FOR CARTER/MONDALE REELECTION COMMITTEE, INC.

1. Q. Please explain why CMRC listed the address at 1413 K Street, N.W., as its address in its statement of organization filed with the Commission on June 4, 1980.

A. The address was listed merely as a mailing address pending our lease of a general election headquarters.

2. Q. Did any officers, employees, volunteers, or agents of CMRC carry out any of the activities of CMRC on the premises at 1413 K Street, N.W.?

A. The activities of Carter/Mondale officers, employees, volunteers and agents concerning the general election performed on the premises of 1413 K Street were de minimus. For example, lease negotiations for the office at 2000 L Street were handled by telephone by the Assistant Treasurer from her office at 1413 K Street (meetings with the prospective landlord were held at his office). Arrangements for renovations of the new headquarters and for computer systems development for the general election were also handled by the telephone by the Administrator and the Finance Director, respectively, from their offices. Comments regarding the Commission's proposed general election regulations were prepared by the legal staff. Most of these activities took place approximately from June 15, 1980, to July 15, 1980, the date on which the headquarters physically moved to 2000 L Street. The bulk of the committee's activities during the summer related, of course, to the national convention.

Attachment 2

Mr. Steve Mims
April 1, 1981
Page 2.

3. Q. Did CMRC ever enter an agreement or understanding with CMPC regarding the use of the premises at 1413 K Street, N.W., for any purpose? If so, please state the nature of such agreement or understanding and provide copies of any memoranda, correspondence, or other writings pertaining to such agreement or understanding.

A. No.

4. Q. Is CMRC a party to a lease agreement at 2000 L Street, N.W., Washington, D.C.?

A. Yes.

5. Q. If so, in what capacity and when did it become a party?

A. CMRC became a lessee on September 1, 1980.

6. Q. If a party to a lease agreement at 2000 L Street, N.W., on what day was the first rent payment tendered and what period did it cover?

A. CMRC first tendered rent on September 1, 1980 for the period covering September 1, 1980 through December 31, 1980.

7. Q. Does CMRC have an agreement with CMPC for the allocation of rent at 2000 L Street, N.W.?

A. CMRC did not have a specific agreement with CMPC for allocation of rent at 2000 L Street. CMPC paid the first two month's rent, CMRC the remainder.

8. Q. If so, on what basis is the rent allocated (e.g., % for CMRC and % for CMPC), and how are payments made (e.g. to the landlord or to CMPC)?

A. See 7, above regarding allocation of rent. CMPC paid the landlord directly for its portion of the rent.

9. Q. On what day did CMRC begin to incur staff expenses for general election purposes?

A. On August 16, 1980, CMRC began incurring staff expenses.

Mr. Steve Mims
April 1, 1981
Page 3.

ANSWERS TO QUESTIONS FOR CARTER/MONDALE PRESIDENTIAL COMMITTEE, INC.

1. Q. Is CMPC a party to a lease agreement at 2000 L Street, N.W., Washington, D.C.?

A. Yes.

2. Q. If so, in what capacity and when did it become a party?

A. CMPC became a lessee on June 25, 1980 for the period covering June 25, 1980 through August 31, 1980.

3. Q. Does CMPC have an agreement with CMRC for the allocation of rent at 2000 L Street, N.W.?

4. Q. If so, on what basis is the rent allocated (e.g., 3 for CMPC and 3 for CMRC), and how are the payments made (e.g. to the landlord or to CMRC)?

3&4. A. CMPC did not have a specific agreement with CMRC for allocation of rent at 2000 L Street. CMPC paid the first two months rent, CMRC the remainder.

5. Q. If a party to the lease or under agreement with CMRC for allocating a portion thereof, on what day was the first payment made for rent at 2000 L Street, N.W., and what period did the payment cover?

A. CMPC paid the first two months rent on July 1, 1980, which covered a two month period.

On March 18, 1980, the Carter/Mondale Presidential Committee, Inc. agreed to pay, and has paid, \$10,000 to 1413 K Street Associates in return for dismissal of their suit against the two Carter/Mondale Committees. The next FEC report filed by the Carter/Mondale Relection Committee will reflect this payment.

As was stated in the initial response of the Carter/Mondale Relection Committee, Inc. to the Commission's notification regarding MUR 1355, the Committee never leased nor agreed to lease the facilities at 1413 K Street, nor paid any rent. The Committee's "use" of the facilities was de minimus. The suit against the Relection Committee has been dismissed, and we continue to believe that the Committee has no reporting obligation with respect to this matter.

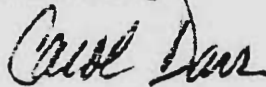
Attachment 2

(page..3)

Mr. Steve Mims
April 1, 1981
Page 4.

The reporting obligations concerning amounts paid to 1413 K Street will be listed on the next FEC report of the Carter/Mondale Presidential Committee, Inc., and we respectfully urge the Commission to take no further actions regarding MUR 1355.

Sincerely,



Carol Darr
Deputy Counsel

Attachment 2
(page..4)

31710131712



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Carol Darr, Deputy Counsel
Carter-Mondale Presidential
Committee, Inc.
2000 L Street, N.W.
Washington, D.C. 20036

Re: MUR 1355

Dear Ms. Darr:

This is to advise you that after an investigation was conducted, the Commission voted on , 1981, that it would take no further action on this matter. Accordingly the file in this matter, numbered MUR 1355, has been closed. This matter will become part of the public record within 30 days. Should you wish to submit any factual or legal materials to appear on the public record please do so within 10 days.

If you have any questions, contact Steve Mims at (202) 523-4060.

Sincerely,

Charles N. Steele
General Counsel

Attachment 3

(page..1 of 2)



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Carol Darr, Deputy Counsel
Carter-Mondale Reelection Committee, Inc.
2000 L Street, N.W.
Washington, D.C. 20036

Re: MUR 1355

Dear Ms. Darr:

This is to advise you that after an investigation was conducted, the Commission, voted on , 1981, that it would take no further action in this matter. Accordingly, the file in this matter, numbered MUR 1355, has been closed. This matter will become part of the public record within 30 days. Should you wish to submit any factual or legal materials to appear on the public record please do so within 10 days.

If you have any questions, contact Steve Mims at
(202) 523-4060.

Sincerely,

Charles N. Steele
General Counsel

Attachment 3

(page 2 of 2)



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

David H. Schwartz
1413 K Street, N.W. Associates
c/o Potomac Development Corporation
2621 P Street, N.W.
Washington, D.C. 20007

Re: MUR 1355

Dear Mr. Schwartz:

This is in reference to the complaint you filed with the Commission on December 11, 1980, concerning the Carter-Mondale Presidential Committee, Inc., and the Carter-Mondale Reelection Committee, Inc.

Based on your complaint, the Commission determined there was reason to believe that the Carter-Mondale Presidential Committee, Inc., and the Carter-Mondale Reelection Committee, Inc., violated 2 U.S.C. § 434(b)(8), a provision of the Federal Election Campaign Act of 1971, as amended and instituted an investigation of this matter. After an investigation was conducted and report of the General Counsel was considered, the Commission voted on , 1981, that it would take no further action on this matter. Accordingly, the file in this matter, numbered MUR 1355, has been closed. This matter will become part of the public record within 30 days. Should you wish to submit any factual or legal materials to appear on the public record, please do so within 10 days. The Federal Election Campaign Act allows a Complainant to seek judicial review of the Commission's dismissal of this action. See 2 U.S.C. § 437g (a)(8).

If you have any questions, please contact Steve Mims, the staff member assigned to this matter, at (202) 523-4060.

Sincerely,

Charles N. Steele
General Counsel



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Richard J. Bell
1413 K Street, N.W. Associates
c/o Potomac Development Corporation
2621 P Street, N.W.
Washington, D.C. 20007

Re: MUR 1355

Dear Mr. Bell:

This is in reference to the complaint you filed with the Commission on December 11, 1980, concerning the Carter-Mondale Presidential Committee, Inc., and the Carter-Mondale Reelection Committee, Inc.

Based on your complaint, the Commission determined there was reason to believe that the Carter-Mondale Presidential Committee, Inc., and the Carter-Mondale Reelection Committee, Inc., violated 2 U.S.C. § 434(b)(8), a provision of the Federal Election Campaign Act of 1971, as amended and instituted an investigation of this matter. After an investigation was conducted and report of the General Counsel was considered, the Commission voted on , 1981 that it would take no further action on this matter. Accordingly, the file in this matter, numbered MUR 1355, has been closed. This matter will become part of the public record within 30 days. Should you wish to submit any factual or legal materials to appear on the public record, please do so within 10 days. The Federal Election Campaign Act allows a Complainant to seek judicial review of the Commission's dismissal of this action. See 2 U.S.C. § 437g(a)(8).

If you have any questions, please contact Steve Mims, the staff member assigned to this matter, at (202) 523-4060.

Sincerely,

Charles N. Steele
General Counsel

CARTER/MONDALE PRESIDENTIAL COMMITTEE, INC.

2000 L STREET, N.W., WASHINGTON, D.C. 20036

(202) 887-4700

GCC#4396

Robert S. Strauss, Chairman

Tim Kraft, National Campaign Manager

S. Lee Kling, Treasurer

April 1, 1981

1 APR 1 94:03

Mr. Steve Mims
Office of the General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20003

Dear Mr. Mims:

The following answers are provided in response to the questions enclosed with the Commission's letters of February 27, 1981, to the Carter/Mondale Reelection Committee, Inc., and the Carter/Mondale Presidential Committee, Inc.

ANSWERS TO QUESTIONS FOR CARTER/MONDALE REELECTION COMMITTEE, INC.

1. Q. Please explain why CMRC listed the address at 1413 K Street, N.W., as its address in its statement of organization filed with the Commission on June 4, 1980.
 - A. The address was listed merely as a mailing address pending our lease of a general election headquarters.
2. Q. Did any officers, employees, volunteers, or agents of CMRC carry out any of the activities of CMRC on the premises at 1413 K Street, N.W.?
 - A. The activities of Carter/Mondale officers, employees, volunteers and agents concerning the general election performed on the premises of 1413 K Street were de minimus. For example, lease negotiations for the office at 2000 L Street were handled by telephone by the Assistant Treasurer from her office at 1413 K Street (meetings with the prospective landlord were held at his office). Arrangements for renovations of the new headquarters and for computer systems development for the general election were also handled by the telephone by the Administrator and the Finance Director, respectively, from their offices. Comments regarding the Commission's proposed general election regulations were prepared by the legal staff. Most of these activities took place approximately from June 15, 1980, to July 15, 1980, the date on which the headquarters physically moved to 2000 L Street. The bulk of the committee's activities during the summer related, of course, to the national convention.

Mr. Steve Mims
April 1, 1981
Page 2.

3. Q. Did CMRC ever enter an agreement or understanding with CMPC regarding the use of the premises at 1413 K Street, N.W., for any purpose? If so, please state the nature of such agreement or understanding and provide copies of any memoranda, correspondence, or other writings pertaining to such agreement or understanding.

A. No.

4. Q. Is CMRC a party to a lease agreement at 2000 L Street, N.W., Washington, D.C.?

A. Yes.

5. Q. If so, in what capacity and when did it become a party?

A. CMRC became a lessee on September 1, 1980.

6. Q. If a party to a lease agreement at 2000 L Street, N.W., on what day was the first rent payment tendered and what period did it cover?

A. CMRC first tendered rent on September 1, 1980 for the period covering September 1, 1980 through December 31, 1980.

7. Q. Does CMRC have an agreement with CMPC for the allocation of rent at 2000 L Street, N.W.?

A. CMRC did not have a specific agreement with CMPC for allocation of rent at 2000 L Street. CMPC paid the first two month's rent, CMRC the remainder.

8. Q. If so, on what basis is the rent allocated (e.g., % for CMRC and % for CMPC), and how are payments made (e.g. to the landlord or to CMPC)?

A. See 7, above regarding allocation of rent. CMPC paid the landlord directly for its portion of the rent.

9. Q. On what day did CMRC begin to incur staff expenses for general election purposes?

A. On August 16, 1980, CMRC began incurring staff expenses.

Mr. Steve Mims
April 1, 1981
Page 3.

ANSWERS TO QUESTIONS FOR CARTER/MONDALE PRESIDENTIAL COMMITTEE, INC.

1. Q. Is CMPC a party to a lease agreement at 2000 L Street, N.W., Washington, D.C.?

A. Yes.

2. Q. If so, in what capacity and when did it become a party?

A. CMPC became a lessee on June 25, 1980 for the period covering June 25, 1980 through August 31, 1980.

3. Q. Does CMPC have an agreement with CMRC for the allocation of rent at 2000 L Street, N.W.?

4. Q. If so, on what basis is the rent allocated (e.g., % for CMPC and % for CMRC), and how are the payments made (e.g. to the landlord or to CMRC)?

3&4. A. CMPC did not have a specific agreement with CMRC for allocation of rent at 2000 L Street. CMPC paid the first two months rent, CMRC the remainder.

5. Q. If a party to the lease or under agreement with CMRC for allocating a portion thereof, on what day was the first payment made for rent at 2000 L Street, N.W., and what period did the payment cover?

A. CMPC paid the first two months rent on July 1, 1980, which covered a two month period.

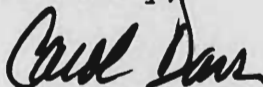
On March 18, 1980, the Carter/Mondale Presidential Committee, Inc. agreed to pay, and has paid, \$10,000 to 1413 K Street Associates in return for dismissal of their suit against the two Carter/Mondale Committees. The next FEC report filed by the Carter/Mondale Reelection Committee will reflect this payment.

As was stated in the initial response of the Carter/Mondale Reelection Committee, Inc. to the Commission's notification regarding MUR 1355, the Committee never leased nor agreed to lease the facilities at 1413 K Street, nor paid any rent. The Committee's "use" of the facilities was de minimus. The suit against the Reelection Committee has been dismissed, and we continue to believe that the Committee has no reporting obligation with respect to this matter.

Mr. Steve Mims
April 1, 1981
Page 4.

The reporting obligations concerning amounts paid to 1413 K Street will be listed on the next FEC report of the Carter/Mondale Presidential Committee, Inc., and we respectfully urge the Commission to take no further actions regarding MUR 1355.

Sincerely,



Carol Darr
Deputy Counsel

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31740131731
CARTER/MONDALE PRESIDENTIAL COMMITTEE, INC.

Mr. Steve Mims
Office of the General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20003



FEDERAL ELECTION COMMISSION

WASHINGTON, D C 20463

MEMORANDUM TO: CHARLES STEELE *me*
FROM: MARJORIE W. EMMONS/JODY CUSTER *jc*
DATE: APRIL 1, 1981
SUBJECT: MUR 1355 Interim Investigative Report #1,
dated 3-31-81; Received in OCS, 3-31-81, 12:33

The above-named document was circulated to the Commission on a 24 hour no-objection basis at 4:00, March 31, 1981.

There were no objections to the Interim Investigative Report at the time of the deadline.

RECEIVED
MAR 31 1981
81 MAR 31 P12: 33
BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter)
)
Carter-Mondale Presidential) MUR 1355 (81)
Committee, Inc.)
Carter-Mondale Reelection)
Committee, Inc.)

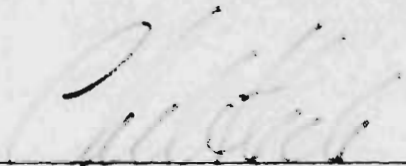
INTERIM INVESTIGATIVE REPORT # 1

317000071
The Office of General Counsel has received a written request from the respondents for an additional period during which to respond to questions asked by the Commission in the notifications of reason to believe which were mailed on February 27, 1981. Respondents have assured this Office that their reply will be forwarded by no later than Friday, April 3, 1981.

Upon review of the reply, an appropriate recommendation will be made regarding further action on this matter.

No Recommendation

31 March 1981
Date



Charles N. Steele
General Counsel

600-4388

**CARTER/MONDALE
RE-ELECTION
COMMITTEE, INC.**

Robert S. Strauss, Chairman
Tim Kraft, National Campaign Manager
S. Lee Kling, Treasurer

2000 L STREET, N.W., WASHINGTON, D.C. 20036

(202) 887-4700

March 30, 1981

31710132733

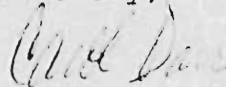
Mr. Steve Mims
Office of the General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Dear Mr. Mims:

The purpose of this letter is to request an extension of time in which to answer the questions posed to the Carter/Mondale Presidential Committee, Inc., and the Carter/Mondale Reelection Committee, Inc., by the Commission in connection with MUR 1355.

Our answers will be in the Commission's hands no later than the end of this week.

Sincerely,



Carol Darr
Deputy Counsel

R31 All: 48

**CARTER/MONDALE
RE-ELECTION
COMMITTEE, INC.**

300 L STREET, N.W., WASHINGTON, D.C. 20036

Mr. Steve Mims
Office of the General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

February 27, 1981

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Carter-Mondale Reelection
Committee, Inc.
Carol Darr, Deputy Counsel
2000 L Street, N.W.
Washington, D.C. 20036

Re: MUR 1355

Dear Ms. Darr:

The Federal Election Commission notified your committee on December 15, 1980, of a complaint which alleges that your committee violated certain sections of the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint was forwarded to your committee at that time.

Upon further review of the allegations contained in the complaint (and information supplied by you), the Commission, on February 23, 1981, determined that there is reason to believe that your committee has violated 2 U.S.C. § 434(b)(8), a provision of the Act. Specifically, it appears that your committee failed to report, as an outstanding debt or obligation, amounts due under a lease agreement with 1413 K Street, N.W. Associates or due to the Carter-Mondale Presidential Committee, Inc. The Commission observes that your committee may note the contested nature of any disputed debt in your reports.

Your response to the notification did not provide complete information regarding the matter in question. Please submit answers to the enclosed questions within 10 days of receipt of this letter.

The Office of General Counsel would like to settle this matter through conciliation prior to a finding of probable cause; however, in the absence of any information which demonstrates that no further action should be taken against your committee, the Office of General Counsel must

Letter to: Carol Darr
Page 2

proceed to the next compliance stage as noted on page 2,
paragraph 2 of the enclosed procedures.

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

If you have any questions, please contact Steve Mims,
the staff member assigned to this matter at (202) 523-4060.

Sincerely,

Frank P. Reiche

Frank P. Reiche
Vice Chairman

Enclosures
Procedures
Questions

MUR 1355 Mims

317000300737

Form 3811, Jan. 1978

1. The following service is requested (check one.)

☐ Show to whom and date delivered.....

☐ Show to whom, date and address of delivery.....

☐ RESTRICTED DELIVERY

Show to whom and date delivered.....

☐ RESTRICTED DELIVERY.

Show to whom, date, and address of delivery.....

(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:

Carter-Mandale Comm, Inc.
2000 L St, N.W.
D.C. 20036

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	<i>042846</i>	

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE ☐ Addressee ☐ Authorized agent

[Signature]

4. DATE OF DELIVERY *3/2/81*

5. ADDRESS (Complete only if registered)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

227-81

☆ GPO : 1978-298-348

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Carter-Mondale Reelection
Committee, Inc.
Carol Barr, Deputy Counsel
2000 L Street, N.W.
Washington, D.C. 20036

Re: MUR 1355

Dear Ms. Barr:

The Federal Election Commission notified your committee on December 15, 1980, of a complaint which alleges that your committee violated certain sections of the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint was forwarded to your committee at that time.

Upon further review of the allegations contained in the complaint (and information supplied by you), the Commission, on February 23, 1981, determined that there is reason to believe that your committee has violated 2 U.S.C. § 434(b)(8), a provision of the Act. Specifically, it appears that your committee failed to report, as an outstanding debt or obligation, amounts due under a lease agreement with 1413 K Street, N.W. Associates or due to the Carter-Mondale Presidential Committee, Inc. The Commission observes that your committee may note the contested nature of any disputed debt in your reports.

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Letter to: Carol Darr
Page 2

proceed to the next compliance stage as noted on page 2,
paragraph 2 of the enclosed procedures.

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

If you have any questions, please contact Steve Mims,
the staff member assigned to this matter at (202) 523-4060.

Sincerely,

Enclosures
Procedures
Questions

yellow copy
Sam 2/24/81

31710132730

QUESTIONS FOR CARTER-MONDALE REELECTION COMMITTEE INC.

1. Please explain why CMRC listed the address at 1413 K Street, N.W., as its address in its statement of organization filed with the Commission on June 4, 1980.
2. Did any officers, employees, volunteers, or agents of CMRC carry out any of the activities of CMRC on the premises at 1413 K Street, N.W.?
 - a. If the answer to question 2, is yes, please state the nature and extent of such activities, including, to the extent possible, the number of individuals involved, the amount of time spent on such activities, and the dates when such activities took place.
 - b. If the answer to question 2 is no, please state when the activities of CMRC commenced and where such initial activities were carried out.
3. Did CMRC ever enter an agreement or understanding with CMPC regarding the use of the premises at 1413 K Street, N.W., for any purpose? If so, please state the nature of such agreement or understanding and provide copies of any memoranda, correspondence, or other writings pertaining to such agreement or understanding.
4. Is CMRC a party to a lease agreement at 2000 L Street, N.W., Washington, D.C.?
5. If so, in what capacity and when did it become a party?
6. If a party to a lease agreement at 2000 L Street, N.W., on what day was the first rent payment tendered and what period did it cover?
7. Does CMRC have an agreement with CMPC for the allocation of rent at 2000 L Street, N.W.?
8. If so, on what basis is the rent allocated (e.g., % for CMRC and % for CMPC), and how are payments made (e.g. to the landlord or to CMPC)?
9. On what day did CMRC begin to incur staff expenses for general election purposes?



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

February 27, 1981

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Carter-Mondale Presidential
Committee, Inc.
Carol Darr, Deputy Counsel
2000 L Street, N.W.
Washington, D.C. 20036

Re: MUR-1355

Dear Ms. Darr:

The Federal Election Commission notified your committee on December 15, 1980, of a complaint which alleges that your committee violated certain sections of the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint was forwarded to your committee at that time.

Upon further review of the allegations contained in the complaint (and information supplied by you), the Commission, on February 23, 1981, determined that there is reason to believe that your committee has violated 2 U.S.C. § 434(b)(8), a provision of the Act. Specifically, it appears that your committee failed to report, as an outstanding debt or obligation, amounts due under a lease agreement with 1413 K Street, N.W. Associates. The Commission observes that your committee may note the contested nature of any disputed debt in your reports.

Your response to the notification did not provide complete information regarding the matter in question. Please submit answers to the enclosed questions within 10 days of receipt of this letter.

The Office of General Counsel would like to settle this matter through conciliation prior to a finding of probable cause; however, in the absence of any information which demonstrates that no further action should be taken against your committee, the Office of General Counsel must

Letter to: Carol Darr
Page 2

proceed to the next compliance stage as noted on page 2,
paragraph 2 of the enclosed procedures.

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

If you have any questions, please contact Steve Mims,
the staff member assigned to this matter at (202) 523-4060.

Sincerely,

Frank P. Reiche

Frank P. Reiche
Vice Chairman

Enclosures
Procedures
Questions

MUR 1355 Mims

1. The following service is requested (check one):
☐ Show to whom and date delivered.
☐ Show to whom, date and address of delivery.
☐ RESTRICTED DELIVERY
Show to whom and date delivered.
☐ RESTRICTED DELIVERY.
Show to whom, date, and address of delivery.

(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Carter-Mondak Reflection
2000 L St, N.W.
D.C. 20036

3. ARTICLE DESCRIPTION:
REGISTERED NO. *162846* CERTIFIED NO. INSURED NO. 1

(Always obtain signature of addressee or agent)

I have received the article described above:
SIGNATURE *[Signature]* ADDRESS AUTHORIZED SIGNATURE

4. DATE OF DELIVERY
3/2/81

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

2-27-81

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Carter-Mondale Presidential
Committee, Inc.
Carol Barr, Deputy Counsel
2000 L Street, N.W.
Washington, D.C. 20036

Re: MUR 1355

Dear Ms. Barr:

The Federal Election Commission notified your committee on December 15, 1980, of a complaint which alleges that your committee violated certain sections of the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint was forwarded to your committee at that time.

Upon further review of the allegations contained in the complaint (and information supplied by you), the Commission, on February 23, 1981, determined that there is reason to believe that your committee has violated 2 U.S.C. § 434(b)(8), a provision of the Act. Specifically, it appears that your committee failed to report, as an outstanding debt or obligation, amounts due under a lease agreement with 1413 K Street, N.W. Associates. The Commission observes that your committee may note the contested nature of any disputed debt in your reports.

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Letter to: Carol Darr
Page 2

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

If you have any questions, please contact Steve Mims,
the staff member assigned to this matter at (202) 523-4060.

Sincerely,

Enclosures
Procedures
Questions

Yellow copy

SHM 2/8/87

31710131753

QUESTIONS FOR CARTER-MONDALE PRESIDENTIAL COMMITTEE, INC.

1. Is CMPC a party to a lease agreement at 2000 L Street, N.W., Washington, D.C.?
2. If so, in what capacity and when did it become a party?
3. Does CMPC have an agreement with CMRC for the allocation of rent at 2000 L Street, N.W.?
4. If so, on what basis is the rent allocated (e.g., % for CMPC and % for CMRC), and how are the payments made (e.g. to the landlord or to CMRC)?
5. If a party to the lease or under agreement with CMRC for allocating a portion thereof, on what day was the first payment made for rent at 2000 L Street, N.W., and what period did the payment cover?

31010231735

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
Carter-Mondale Presidential) MUR 1355
Committee, Inc.)
Carter-Mondale Reelection)
Committee, Inc.)

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on February 23, 1981, the Commission decided by a vote of 4-0 to take the following actions regarding MUR 1355:

1. Find REASON TO BELIEVE that the Carter-Mondale Presidential Committee, Inc., and the Carter-Mondale Reelection Committee, Inc., violated 2 U.S.C. §434(b)(8) by failing to report certain disputed debts.
2. Approve the letters with questions as submitted with the First General Counsel's Report dated February 18, 1981.

Commissioners Aikens, Reiche, Thomson, and Tiernan voted affirmatively in this matter.

Attest:

2/23/81
Date

Marjorie W. Emmons
Marjorie W. Emmons
Secretary to the Commission

Received in Office of the Commission Secretary: 2-18-81, 2:37
Circulated on 48 hour vote basis: 2-19-81, 11:00

February 18, 1981

MEMORANDUM TO: Marjorie W. Emmons
FROM: Elissa T. Garr
SUBJECT: MUR 1355

Please have the attached First General Counsel's
Report distributed to the Commission on a 48 hour tally
basis. Thank you.

Attachment

pakayson

cc: Mims

RECEIVED
C.V.
FEB 18 1981

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

DATE AND TIME OF TRANSMITTAL
BY OGC TO THE COMMISSION 2/18/81

MUR # 1355
DATE COMPLAINT RECEIVED
BY OGC December 11, 1980

STAFF MEMBER
Steve Mims

COMPLAINANT'S NAME : 1413 K Street, N.W. Associates

RESPONDENT'S NAME : Carter-Mondale Presidential Committee, Inc.
Carter-Mondale Reelection Committee, Inc.

RELEVANT STATUTE : 2 U.S.C. §434(b)(8)
Advisory Opinion 1976-85
Advisory Opinion 1977-87

INTERNAL REPORTS CHECKED:

Reports and statements filed by respondents between July 1, 1980
and November 24, 1980

FEDERAL AGENCIES CHECKED:

None

SUMMARY OF ALLEGATIONS

On December 11, 1980, 1413 K Street, N.W. Associates (NW Associates) filed a complaint against respondents Carter-Mondale Presidential Committee, Inc. (CMPC) and the Carter-Mondale Reelection Committee, Inc. (CMRC). See Attachment 1. The complaint cites the failure of the respondents to include on their financial reports to the Commission debts allegedly owed to the complainant arising from an obligation on a lease agreement entered into between the complainant and CMPC.

FACTUAL AND LEGAL ANALYSIS

Complainant asserts that CMPC (the primary campaign committee), entered into a lease agreement with NW Associates on June 5, 1979 for the premises located at 1413 K Street, N.W. to be utilized as a campaign headquarters. The original lease provided for termination within 90 days of notice by either party. The agreement further prohibited the tenant from subleasing the premises without receiving prior permission from the landlord.

The complainant has provided copies of subsequent modifications to the June 5 lease agreement which provide for additional space for CMPC together with a corresponding increase in the rents and charges for utilities and other services. On October 10, 1979, a modification of the lease eliminated the 90-day termination provision and provided for termination of the lease on January 31, 1981, without further notice to either party.

CMRC (the general election campaign committee) is named as a respondent based upon allegations by NW Associates that statements on file at the Commission show CMRC using the described premises. CMRC registered with the Commission on June 4, 1980 and reported the premises at 1413 K Street, N.W. as its mailing address and as the address of its treasurer.

CMRC did amend its Statement of Organization on July 16, 1980, however, to show as the address of the committee, and the treasurer, and assistant treasurer, premises located at 2000 L Street, N.W., Washington, D.C. Financial reports filed by CMRC reflect payments for rent at the 2000 L Street location commencing during the reporting period covered by the 1980 October Quarterly Report (9/1-9/30). That same report also discloses substantial funds expended for telephone installation services on September 8, 1980.

According to letters exchanged between the parties during the Spring of 1980, a dispute arose over the condition of the premises at 1413 K Street, N.W. and the quality of services which were to have been provided by the landlord, NW Associates. These letters were provided to this Office by the Audit Division. This dispute culminated in a notice of intent to vacate the premises within 90 days being sent by the treasurer for the respondents to NW Associates on July 1, 1980. The letter indicated that the amounts held by the landlord in the form of a security deposit should cover any outstanding balance due for rent and other charges provided for in the lease agreement.

In a supplemental letter dated August 25, 1980, the respondents' treasurer indicated that the landlord should be advised that the committee considered the contract to be null and void as of September 9, 1980.

NW Associates indicates that the respondents had vacated the premises by September 10, 1980.

Attached to the complaint submitted to the Commission is a copy of an Amended Complaint For Money Due On Account Of Breach Of Lease as filed in the Superior Court for the District of Columbia (CA #12630-80) in which NW Associates asks for judgment in the amount of \$104,063.02 covering rents due through the end of January, 1981, together with unpaid utility and tax bills due as provided for in the lease, attorney's fees and other miscellaneous charges minus amounts held as security deposit by NW Associates of \$42,603.00.

A response received from the respondents on January 6, 1981 (see attachment 2) denies that CMRC (the general election committee) ever was a party to the lease agreement or used any of the space at 1413 K Street, N.W. Respondent CMPC contends that any lease entered into between it and the landlord is null and void and that there is, therefore, no contract, promise or agreement to make an expenditure affecting either respondent with respect to this matter. Respondents further urge the Commission to refrain from becoming involved in a commercial dispute.

Under 2 U.S.C. §434(b) (8), a political committee is required to report "the amount and nature of outstanding debts and obligations owed to or by such political committee..." (See also 11 C.F.R. §104.3(d)). In Advisory Opinion 1978-85 the Commission addressed the issue of reporting disputed debts. The Commission there reasoned that since the Act and proposed regulations clearly required the reporting of a contract, promise or agreement to make an expenditure "whether or not legally enforceable" (see former 2 U.S.C. §434(f) (12); former 11 C.F.R. §104.2(b) (11)), the disputed debts involved should be reported. The fact that the validity of the debts might be litigated and that the reporting of the disputed debt might be introduced as evidence of an admission of liability did not alter the Commission's position. The Commission observed that the committee would be free to accompany the reporting of the disputed debt with a caveat as to the contestability of the amount disclosed in the report.

A similar position was adopted in Advisory Opinion 1977-57. In a response to a request by the 1972 Campaign Liquidation Trust regarding the reporting of disputed debts and claims against the grantor campaign committees, the Commission noted that any debts owed by the grantor campaign committees must continue to be reported by the Trust until such time as they are extinguished. Only those debts which the trustees could disallow could be removed from the reporting requirements.

Respondents argue that Advisory Opinion 1976-85 is inapplicable here because it relied on the 1976 statutory definition of "expenditure" which included the phrase "a contract, promise or agreement, express or implied, whether or not legally enforceable, to make an expenditure" (emphasis added). Respondents contend that the contract in this case is non-enforceable and that the elimination of the phrase "whether or not legally enforceable" from the definition of "expenditure" in the 1979 Amendments evidences Congressional intent that such disputed debts need not be reported.

Respondents, however, cite no support for their statutory argument. Indeed, the legislative history of the 1979 Amendments gives no clear explanation for the elimination of the phrase "whether or not legally enforceable" from former 2 U.S.C. §431(f). It is significant, however, that when amending this provision Congress at the same time added the word "written" to the clause. Thus, the definition of expenditure now includes "a written contract, promise or agreement to make an expenditure." 2 U.S.C. §431(9) (A) (ii). It is clear that Congress wished to remove from the reporting requirements and expenditure limitations those contracts, promises and agreements which are merely oral in nature. The requirement of a written document was considered paramount. The goal appears to have been to eliminate from the Act's coverage those transactions which are not sufficiently concrete to be committed to paper. The deletion of the phrase "whether or not legally enforceable" from the definition furthers this same goal for it removes the suggestion that preliminary offers or proposals which may be only the first step in developing a written contract, promise or agreement are "expenditures" required to be reported. It appears, therefore, that the deletion was related to the addition of a requirement of a writing and that Congress wanted to limit the term "expenditure" to those situations where the contract, promise or agreement to make an expenditure was firm and documented. Consequently, the elimination of the phrase which respondents refer to is not seen as affecting the outcome of this matter, for there is plainly a written contract which evidences a firm commitment to make expenditures.

The position adopted by the Commission in the above cited Advisory Opinions should be followed in the present matter to assure the continued reporting of debts legally owed. To hold otherwise would enable any committee to avoid reporting as a debt any obligation which it decides is disputed and would tend to render useless the debt settlement reporting provisions of 11 C.F.R. §§ 104.3(d) and 104.11.

CMRC should be continued as a respondent to answer questions regarding discrepancies between the statement made in its response of January 6, 1981 that the committee at no time occupied space at 1413 K Street, N.W. and reports filed by the committee which fail to disclose rent payments to the 2000 L Street, N.W. address before September, 1980. It appears that CMRC should have reported amounts which may be due to CMPC by CMRC for use of space at 1413 K Street, N.W.

RECOMMENDATION

1. Find reason to believe that the Carter-Mondale Presidential Committee, Inc., and the Carter-Mondale Reelection Committee, Inc., violated 2 U.S.C. §434(b)(8) by failing to report certain disputed debts.
2. Approve that attached letters with questions.

Attachments

1. Complaint
2. Response of CMPC
3. Response of CMRC
4. Proposed letters (2)

35 4
ZUCKERMAN, SPAEDER, TAYLOR & KOLKER

ATTORNEYS AT LAW

1800 M STREET, NORTHWEST

WASHINGTON, D. C. 20036

(202) 223-8606

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December 10, 1980

Charles Steele, General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Dear Mr. Steele:

Please consider this letter as a formal complaint made to the Federal Election Commission pursuant to the provisions of 11 CFR §111.4 arising from the failure of the Carter-Mondale Presidential Committee, Inc. and the Carter-Mondale Re-Election Committee, Inc. to make full and complete disclosure of campaign debts and obligations as required by 11 CFR §104.3(d) and 104.11. The specifics of this complaint are as follows:

(1) Name and Address of Complainants - The complainant is 1413 K Street, N.W. Associates, a District of Columbia Limited Partnership. This complaint is brought by the only general partners of the limited partnership, namely David H. Schwartz and Richard J. Bell on behalf of the limited partnership. The address for the limited partnership and for the general partners is c/o Potomac Development Corporation, 2621 P Street, N.W., Washington, D.C. 20007.

(2) Respondents - The respondents are: (1) Carter-Mondale Presidential Committee, Inc. and Carter-Mondale Re-Election Committee, Inc. Both are located at 2000 L Street, N.W. Washington, D.C. 20036.

(3) Nature of the Complaint - 11 CFR §104.11 provides, in pertinent part, as follows:

08:28 11030 08

ATTACHMENT 1

DEC 11 1980
FBI

(a) Debts and obligations owed by or to a political committee which remain outstanding shall be continuous reported until extinguished. (See 11 CFR 104.3(d)).

11 CFR §104.3(d) provides as follows:

(d) Reporting debts and obligations - Each report filed under 11 CFR §104.1 shall on Schedule C or D, as appropriate, disclose the amount and nature of outstanding debts and obligations owed by or to the reporting committee.

On information and belief, the undersigned complainants are of the view that both respondents have failed to follow this provision in a material respect. The complainants are the general partners of 1413 K Street, N.W., Associates which is a District of Columbia limited partnership. This limited partnership entered into a lease with the respondent Carter-Mondale Presidential Committee, Inc. for the rental of office space at 1413 K Street, N.W., Washington, D.C. The lease provided for certain rental amounts and further provided, by amendment, that the lease term would elapse on January 31, 1981. Notwithstanding this provision, the respondent Carter-Mondale Presidential Committee, Inc. abandoned the premises and has failed to pay the rent (plus associated costs, including a share of real estate taxes, utility costs and repair costs) despite the requirement of the lease that this respondent do so. Accordingly, after making due demand for prompt payment of the rental amounts, the complainants filed suit in the Superior Court of the District of Columbia. A copy of the amended complaint, together with the lease and amendments thereto, which are attached to the complaint are attached hereto in support of this complaint. Please note that the amended complaint filed in the Superior Court demands damages in the original amount of \$61,440.02, which is net of the deposit held by the landlord as security deposit under the lease. However, inasmuch as 1413 K Street, N.W., Associates has now taken possession of the property, the claim is being reduced to \$36,696.49, assuming forfeiture of the deposit of \$42,603.00.

On information and belief, we are informed that the respondent Carter-Mondale Re-Election Committee, Inc., which has substantial similarity of corporate officers with Carter-Mondale Presidential Committee, Inc. listed the premises 1413 K Street, N.W., Washington, D.C. on some reports filed with the Federal Election Commission. We are of the view that for this and other reasons, Carter-Mondale Re-Election Committee, Inc.

occupied some or all of the leased space and as such became a subtenant and accordingly liable to the provisions of the lease.

On information and belief we understand that neither respondent has listed this or any other debt on the appropriate filing forms, for the period through October 16, 1980, notwithstanding that the debt was then due. This, in our judgment, constitutes a material omission from the requirements quoted above. We are therefore requesting that you take all appropriate steps to have this mis-statement corrected as soon as possible. Please advise our undersigned attorney of the steps you have taken in this regard.

Sincerely,

David H. Schwartz
David H. Schwartz

Richard J. Bell
Richard J. Bell

SUBSCRIBED AND SWORN TO before me, as to David H. Schwartz and Richard J. Bell this 11th day of December, 1980.

Toby H. Silberstein
Notary Public

TOBY H. SILBERSTEIN
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires August 31, 1984

Peter R. Kolker
Peter R. Kolker
Attorney for Complainants

PRK:tf

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA

Civil Division

DAVID H. SCHWARTZ, General Partner
for 1413 K Street Associates
2621 P Street, N.W.
Washington, D.C. 20007

and

RICHARD J. BELL, General Partner
for 1413 K Street Associates
2621 P Street, N.W.
Washington, D.C. 20007

Plaintiffs

v.

CARTER/MONDALE PRESIDENTIAL COMMITTEE, INC.
2000 L Street, N.W.
Washington, D.C. 20036

Serve: Timothy G. Smith
Registered Agent
Suite 900
1666 K Street, N.W.
Washington, D.C. 20006

and

CARTER-MONDALE REELECTION COMMITTEE, INC.
2000 L Street, N.W.
Washington, D.C. 20036

Serve: S. Lee Kling
Treasurer
2000 L Street, N.W.
Washington, D.C. 20036

Defendants

Civil Action
No. 12630-80

AMENDED COMPLAINT FOR MONEY
DUE ON ACCOUNT OF BREACH OF LEASE

1. The jurisdiction of the Court is properly invoked pursuant to the provisions of 11 D.C. Code § 921.
2. Plaintiffs David H. Schwartz and Richard J. Bell are the sole general partners of 1413 K Street Associates, a District of Columbia Limited Partnership, created and existing

by virtue of the provisions of the District of Columbia Limited Partnership Act. Plaintiffs Schwartz and Bell bring the action on behalf of the said limited partnership.

3. Defendants Carter/Mondale Presidential Committee, Inc. (hereinafter "Presidential Committee") and Carter-Mondale Reelection Committee, Inc. (hereinafter "Reelection Committee") are District of Columbia not-for-profit corporations doing business in the District of Columbia.

4. The premises to which this complaint refers is a commercial office building located at and known as 1413 K Street, N.W., Washington, D.C.

COUNT I
(Breach of Lease)

5. On or about June 5, 1979 the plaintiffs, on behalf of 1413 K Street Associates, entered into a written agreement to lease and also a written lease with the defendant, Presidential Committee whereby the plaintiffs agreed to lease to the Presidential Committee certain portions of the office building at 1413 K Street, N.W., Washington, D.C., upon the terms and conditions recited therein. A copy of the agreement to lease is attached hereto as Exhibit A and a copy of the Lease is attached as Exhibit B and both are incorporated herein by reference.

6. On seven occasions the plaintiffs and defendant Presidential Committee entered into amendments to the above-described lease, pursuant to which the amount of space leased, rental payment and share of common utilities and real estate tax payments were increased. These amendments, dated July 12, 1979, July 31, 1979, September 1, 1979, September 29, 1979, October 10, 1979, January 10, 1980 and March 10, 1980 are attached hereto as Exhibits C-I inclusive and are incorporated herein by reference.

7. Pursuant to the provisions of the June 5, 1979 lease as amended, the defendant Presidential Committee agreed to lease from the plaintiffs and the plaintiffs agreed to lease to the Presidential Committee all of the floors of 1413 K Street, N.W., other than the first floor and mezzanine for an agreed upon rent, plus the payment of a proportionate share of the real estate taxes and utility costs until January 31, 1981. The lease provided for monthly payment of the rents and periodic payment of the utility and real estate tax items.

8. On or about June 30, 1980 the defendant Presidential Committee, through its Assistant Treasurer/Comptroller sent a letter to the plaintiffs stating the defendant's intention to terminate the lease effective September 28, 1980, notwithstanding that the lease, as amended, provided a January 31, 1981 termination date, which termination date had not been modified by the plaintiffs. At no time did the plaintiffs consent to an early termination but rather on July 3, 1980 the plaintiff Richard J. Bell informed the Presidential Committee by letter that plaintiffs did not consent to such early termination.

9. The defendant Presidential Committee failed and refused to pay rent for the premises for the period August 1, 1980 - September 30, 1980, notwithstanding that the same is due and payable. Moreover, on or about September 10, 1980 the Presidential Committee vacated the entire premises without the consent of the landlord.

10. As was known to the defendant Presidential Committee when it entered into its lease with the plaintiffs, the plaintiffs intend to perform certain modifications on the property, commencing

February 1, 1981. It therefore will be impossible for plaintiffs to rent out any portion of the premises for the short period now remaining. Accordingly, the plaintiffs will lose all of the rentals to which it would otherwise have been entitled.

11. In addition to the sums described above, the defendant Presidential Committee has failed to pay its share of real estate taxes due and payable for the first half of fiscal year 1981, which sum is due and payable September 15, 1980. Defendant's share of such taxes amounts to \$4,432.16.

12. In addition to the sums described above, the defendant Presidential Committee has failed to pay its share of the common utility charges, in respect to charges already levied by the utility companies. The amount of such charges known to the plaintiffs and attributable to the defendant to the date of filing this complaint amount to \$13,438.05.

13. In addition to the sums described above, the defendant Presidential Committee is liable for its proportionate share of common utility charges (92.96%) incurred to January 31, 1981, the amount of which cannot be known to the plaintiffs, and to its proportionate share of the second half of fiscal 1981 real estate taxes, amounting to \$758.79.

14. In addition to the sums described above, the defendant Presidential Committee has failed to pay the cost of repairing certain damage, which under the lease it is defendant's responsibility to pay. The amount of such bill is \$208.02.

15. In addition to the sums described above, the defendant Presidential Committee is liable for interest attributable to the sums owed to the plaintiff, commencing with the date such sum was due to the plaintiff and continuing to the date of receipt of payment, and for reasonable attorney's fees and costs due to the plaintiff in bringing this action.

16. Following is a summary of the amounts due to plaintiffs by defendant Presidential Committee, as set forth above:

Rent Due for August 1980	\$ 14,201.00
Rent Due for September 1980	14,201.00
Rent Due for October 1980 - January 31, 1981	56,804.00
First Half Fiscal 1980 Real Estate Taxes	4,432.16
Utility Charges Rendered	13,438.05
Second Half Fiscal 1981 Taxes (to 1/31/81)	758.79
Repair Bill	208.02
Plus Future Utility Charges, Interest and Attorney's Fees	
SUB-TOTAL	<u>\$104,043.02</u>
Less Credit for Security Deposit Held by Plaintiffs	<u>- 42,603.00</u>
TOTAL	<u>\$ 61,440.02</u>

WHEREFORE, the plaintiffs respectfully pray this Court to enter judgment against the defendant Presidential Committee in the amount of \$61,440.02, plus a share of 92.96% of the utility costs actually incurred to January 31, 1981, plus interest, costs and attorneys fees.

COUNT II
(Breach of Sublease)

17. The allegations of paragraphs (1) - (14) of this amended complaint are adopted by reference as fully as if set forth herein individually.

18. The defendant Presidential Committee subleased its space in the premises to the defendant Reelection Committee without the knowledge or consent of the plaintiffs and in violation of paragraph (18) of the lease on or about June 4, 1980.

19. The defendant Reelection Committee occupied some or all of the premises for the approximate period June 4, 1980 - September 10, 1980.

20. For the period August 1, 1980 - September 30, 1980, the Reelection Committee failed to pay rent for the premises, notwithstanding that the same is due and payable.

21. On or about September 10, 1980, the Reelection Committee vacated the entire premises without the consent of the plaintiffs.

22. By subleasing the premises without the consent or knowledge of the plaintiffs, the Reelection Committee assumed the burden of the covenants of the lease which were for the benefit of the plaintiffs, including the covenants dealing with the payment of rent, taxes, utility charges, and damages to the premises.

WHEREFORE, the plaintiffs respectfully pray this Court to enter judgment against the defendant Reelection Committee in the amount of \$61,440.02, plus a share of 92.96% of the utility costs actually incurred to January 31, 1981, plus interest, costs and attorneys fees.

COUNT III

(Breach of Lease: Rent Accrued to Date)

23. The allegations of paragraph (1) - (14) and (18) - (12) of this amended complaint are adopted by reference as fully as if set forth herein individually.

24. Plaintiff has already sustained financial loss to date as set forth below:

Rent Due for August 1980	\$14,201.00
Rent Due for September 1980	14,201.00
First Half Fiscal 1980	
Real Estate Taxes	4,432.16
Utility Charges Rendered	
to Date	13,438.05
Repair Bill	208.02
TOTAL	<u>\$46,480.23</u>

If the Court deems it premature to cumulate the anticipated loss of rents attributable to the period from the date of filing this complaint to the date of termination of the lease (January 31, 1981) then the deposit held by plaintiffs amounting to \$42,603 is not properly credited in reduction of the amount owed by defendants.

WHEREFORE, in the alternative to the relief demanded in Counts I and II of the Amended Complaint, the plaintiffs demand judgment against the defendants jointly and severally in the amount of \$46,480.23, plus interest, attorney's fees and costs incident to the bringing of this law suit.

Respectfully submitted,

Peter R. Kolker
D.C. Bar #25478
ZUCKERMAN, SPAEDER, TAYLOR & KOLKER
1800 M Street, N.W.
Washington, D.C. 20036
202/223-8606
Attorney for Plaintiffs

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this _____ day of October, 1980, copies of the foregoing Amended Complaint For Money Due On Account of Breach of Lease were mailed by first class mail, postage prepaid to James Eastman, Esquire, 1120 20th Street, N.W., Suite 300 South, Washington, D.C. 20036.

Peter R. Kolker

J. M. 663
Carter

AGREEMENT TO LEASE

This Agreement to Lease is made as of the 5th day of June, 1979 by and between 1413 K Street N.W. Associates, a D.C. Limited Partnership (hereinafter called "Associates") and Carter-Mondale Presidential Committee, Inc., a D.C. non-profit corporation (hereinafter called "Carter").

RECITALS

WHEREAS Associates own a building at 1413 K Street, N.W., Washington, D.C. (the "Building"), and said Building has 14 separate floors; and

WHEREAS Carter shall have need for space at an increasing rate from the date of this Agreement through the end of 1979 and shall need space until the end of January, 1981; and

WHEREAS the existing Tenants of the Building occupy the floors and have leases with expiration dates or current notice requirements to vacate as set forth on Exhibit A hereto; and

WHEREAS Associates is willing to replace the Tenants on Exhibit A by leasing space to Carter.

NOW THEREFORE IT IS AGREED AS FOLLOWS.

1. Associates has provided a list of Tenants, floors occupied, and notice required to reacquire all of the floors in the Building and said list is attached as Exhibit A.
2. Carter shall execute, simultaneously with the execution of this agreement, a lease for the 7th and 11th floors of the Building (hereinafter called the "Lease"), which Lease is attached hereto as Exhibit B.
3. The Lease is written on a month-to-month basis with a provision for ninety days notice from the beginning of any calendar month prior to termination by either party. Carter will occupy additional floors as they become available over the next eight to ten months. As each floor or group of floors is added to the demised premises of the Lease, an amendment to Lease affecting the following specific terms shall be executed by Carter and Associates and attached to the Lease.
 - a. Under Section 3 of the Lease, the rent shall increase by One thousand one hundred thirty-five dollars (\$1,135) per floor, per month, for floors 2-12, and shall increase by Eight hundred fifty-eight dollars (\$858) per floor, per month for floors 13 and 14.
 - b. Under Section 4 of the Lease, the percentage of all increases in Real Estate Taxes to be paid by Carter shall increase by 7.36% per floor for floors 2-12 and by 6.00% per floor for floors 13 and 14.
 - c. Under Section 6 of the Lease, the percentage of the cost of furnishing utilities to the building which is paid by Carter shall increase by 7.36% per floor for floors 2-12 and by 6.00% per floor for floors 13 and 14.
 - d. Under Section 25 of the Lease, the amount of Security Deposit deposited by Carter with Landlord shall be increased by Three thousand four hundred five dollars (\$3,405) per floor for floors 2-12 and by Two thousand five hundred seventy-four dollars (\$2,574) per floor for floors 13 and 14.
 - e. Commencement dates shall be set forth for each floor separately.

- 3170131731
4. Associates have received notice from the current Tenant on the eighth floor that they shall vacate said floor on or before June 30, 1979. Associates shall prepare the eighth floor for occupancy by Carter and Carter shall lease and occupy this floor as soon as it shall be ready.
 5. Associates agree to immediately give notice to the Tenants of floors 2, 3, 4, 5, 6, 9, 10 and 12 and to use their best efforts to make these floors available for lease by Carter as close to October 1, 1979 as is reasonably possible. Carter agrees to lease these floors and occupy them as soon as they are ready following October 1, 1979 or earlier if they become ready for occupancy and Carter has need for the space.
 6. Associates agree to give appropriate notice to the current Tenants on floors 13 and 14 to make those floors available for occupancy by Carter on or before January 1, 1980. Carter agrees to lease these floors and occupy them as soon as they are ready following December 31, 1979 or earlier if they become ready for occupancy and Carter has need for the space.
 7. As soon as Carter has leased any six of the eight floors listed under paragraph 5 above, the parties hereto agree to immediately execute a further Amendment to Lease which shall change Section 1 of the Lease. "Demised Premises - Term" by deleting "on a month-to-month basis. Either party may terminate this lease by giving notice to the other party of intent to terminate of not less than ninety days from the beginning of any calendar month during the term of this lease or any extension hereof." The following new sentence shall define the "term" of the Lease. "This Lease shall expire without notice to either party on January 31, 1981."
 8. Notwithstanding the provisions set forth in paragraph 5 above which requires Carter to lease the eight floors listed therein as soon as they are ready following October 1, 1979, if less than six of the eight floors are ready for lease and occupancy by November 15, 1979, Carter shall have the option of declining to rent any additional floors beyond those which were ready and leased prior to November 15, 1979. Furthermore, if Carter takes this option and refuses to lease any further floors, unless Carter shall later lease six or more of the floors listed in paragraphs 5 or 6 above, the provisions of paragraph 7 shall be of no force and effect and the Lease shall remain on a month-to-month basis with the notice provisions as stated therein.
 9. Notwithstanding anything to the contrary contained herein, if Associates use their best efforts to provide six or more floors to Carter and are unable to do so as a result of any Tenant or Tenants refusing to vacate the respective floor or floors, Associates shall have no liability to Carter for any consequential damages arising from Associates' inability to provide such floor or floors and Carter's only remedies shall be to terminate its month-to-month Lease and/or to refuse to take additional space as provided above.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their properly designated officers or partners as of the day and year first written above.

1413 K Street N.W. Associates

By: W. J. Bell
General Partner

By: David H. Schwartz
General Partner

Carter-Mondak Presidential Committee, Inc.

By: Edward D. Miller
President

Attest: Timothy A. Smith
Secretary

Quoted & dated 10/10/79

THIS LEASE AGREEMENT IS made as of _____ and between 1413 K Street N.W. Associates, a District of Columbia limited partnership with offices at 2621 P Street, N.W., Washington, D.C. 20007 (hereinafter called "Landlord"), and Carter-Mondale Presidential Committee, Inc., a District of Columbia Non-profit Corporation with offices at P.O. Box 500, Washington, D.C. 20044 (hereinafter called "Tenant").

Intending to be legally bound, Landlord and Tenant hereby agree as follows:

1. Demised Premises - Term

Landlord hereby lets and demises to Tenant, and Tenant rents from Landlord, the premises known as the seventh (7th) and eleventh (11th) floors (including the four bathrooms located two each on the seventh and eleventh floors), 1413 K Street, N.W., Washington, D.C. 20005 for a term beginning on the 5th day of June, 1979, hereinafter called the commencement date on a month-to-month basis. Either party may terminate this lease by giving notice to the other party of intent to terminate of not less than ninety days from the beginning of any calendar month during the term of this lease or any extension hereof.

2. Proportionate Rent

If the rental due under this Lease Agreement, as specified in Paragraph 3 below, shall begin or expire on a day other than the first day of a calendar month, proportionate rent shall be paid at the rate specified in Paragraph 3 of this Lease Agreement for any partial month at the beginning or end of the term.

3. Rent

Tenant shall pay rent to Landlord in lawful money of the United States in equal monthly installments of Two Thousand Two Hundred Seventy and no/100 Dollars (\$2,270.00) for the term of this lease and any extensions hereof.

All rental shall be paid in equal monthly installments payable in advance on the first day of each and every calendar month during the term hereof; however, nothing in this Paragraph 3 shall preclude Tenant from making rental payments in advance of the date provided for in this sentence. Every installment of rent shall be payable by check subject to collection, without notice or demand or set-off at the address of the Landlord specified hereafter for the giving of notices to Landlord or at such other address as Landlord, by timely written notice to Tenant, may specify. Rental checks should be made payable to Potomac Development Corporation, Agent.

4. Real Estate Taxes

4.1 Landlord pays all real estate taxes on a base year basis; tenant pays its share of increased taxes.

Landlord will pay the base real estate taxes for all years during the term of this Lease. Base real estate taxes shall be defined as the real estate taxes imposed upon the building and land (or the larger premises of which the demised premises form a part) in the fiscal year 1979. Tenant agrees to pay to Landlord as additional rent 14.72% of all increases (during

the term of Tenant's occupancy) in real estate taxes, general and specific, imposed in excess of the base real estate taxes within thirty (30) days after notice from Landlord, with payment to be made to Landlord or its agent.

4.2 Tenant may contest validity or amount of real estate taxes or impositions.

Tenant may, without postponement of payment, bring proceedings for contesting the validity or amount of any real estate tax or imposition, or to recover payments therefor, and Tenant agrees to save Landlord harmless from all costs and expenses in connection therewith. Landlord shall cooperate with Tenant with respect to such proceedings to the extent reasonably necessary, but all costs, fees and expenses incurred in connection with such proceedings shall be borne by Tenant. Tenant will give Landlord written advance notice of Tenant's intention to make any such contest.

4.3 Apportionment of real estate taxes and impositions.

In the event that any item constituting an imposition is not levied against the demised premises as a separate entity, but is levied against a larger piece of real estate of which the demised premises are a part, then Tenant shall pay its pro rata share of such item (determined in the manner set forth in 4.1) directly to Landlord upon demand, and Landlord shall pay such item directly to the imposing party.

5. Tenant's Use

Tenant shall use the demised premises for general offices associated with a non-profit corporation engaged in a political campaign and for no other use without Landlord's prior written consent. However, such use may be expanded in accordance with Section 18 of this Lease in the event of an approved sublet or assignment.

Tenant shall comply with all laws and ordinances of local authorities and other governmental agencies, as applicable. Tenant will not permit a nuisance to exist on the demised premises and shall in no way use the demised premises in a fashion which is harmful to it or puts weight or other stress on any part of the demised premises beyond the safe capacity thereof. General office use which avoids excessively heavy equipment does not exceed such safe capacity. Tenant shall not permit cooking or sleeping in the demised premises by its employees or other persons at any time. Coffee service areas may be maintained.

Tenant agrees, at its own cost and expense, to comply with all of the rules and regulations of the Fire Insurance Rating Organization having jurisdiction in the area which includes the demised premises or the rules and regulations of any similar body. If, at any time and from time to time, as a result of or in connection with any failure by Tenant to comply with the foregoing sentence or any act of omission or commission by Tenant, its employees, agents, contractors or licensees, or as a result of or in connection with the use to which the demised premises are put (notwithstanding that such use may be for the purpose hereinbefore permitted or that such use may have been consented to by Landlord), the fire insurance rate(s) applicable to the demised premises, or the building in which same are located, or to any other premises in said building,

or to any adjacent property owned or controlled by Landlord, or an affiliate of Landlord, and/or to the contents in any or all of the aforesaid properties, shall be higher than that which would be applicable for the least hazardous type of occupancy legally permitted therein. Tenant agrees that it will pay to Landlord, on demand, as Additional Rental, such portion of the premiums for all fire insurance policies in force with respect to the aforesaid properties and the contents of any occupant thereof as shall be attributable to such higher rate(s). If Tenant installs any electrical equipment that overloads the lines in the demised premises or the building in which the demised premises are located, Tenant shall, at its own cost and expense, promptly make whatever changes are necessary to remedy such condition and to comply with all requirements of the Landlord and, upon notice from Landlord, with requirements of the Board of Fire Insurance Underwriters and any similar body and any governmental authority having jurisdiction thereover. For the purposes of this paragraph, any finding or schedule of the Fire Insurance Rating Organization or any similar organization having jurisdiction shall be deemed to be conclusive.

Tenant will, at its own cost and expense, promptly comply with and carry out all orders, requirements, or conditions now, or hereafter, imposed upon it by ordinances, laws, or regulations of all levels of government including the municipality of the District of Columbia or the Courts, during the term of this Lease, relating to the demised premises and the business conducted by it thereon.

6. Cost of Services and Assessments

(a) Tenant shall pay when due the cost of all services to be supplied to the demised premises throughout the term of this Lease, including, without limitation, all charges for water, sewer, electricity, gas, oil, and janitor services. Landlord is not obligated to provide or pay for any service to the demised premises, except as otherwise specifically provided in this agreement.

The parties hereby recognize and acknowledge that the utilities which serve the demised premises are electricity, gas, oil for heating and water and sewer; and that Landlord has at the present time, one meter for each of said utilities which serve the entire building of which the demised premises form a part. It is hereby further recognized that Landlord shall contract directly with the appropriate utility companies for each of the above said utilities in order to furnish said utilities for the building, and the parties desire to set forth their agreement and understanding with respect to Tenant's obligation to make payment to Landlord for Tenant's share of the cost of utilities necessary in the operation of the building. Accordingly, Tenant shall pay to Landlord (as additional rent) as the Tenant's pro rata share, 14.72% of the cost of furnishing said utilities for the building unless it becomes possible for Landlord to install submeters, at which time a portion of each bill for utilities furnished to the building shall be computed by a submeter reading. Landlord shall bill Tenant when and if utility billings are received for the building and the Tenant shall pay to Landlord as additional rent its pro rata share or submetered share, whichever the case may be, of each such bill within fifteen (15) days after each such bill is rendered to Tenant by the Landlord. Failure of Tenant to promptly pay any such bill for

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utilities within the time and in the manner specified in this paragraph shall constitute a breach and default by Tenant under this Lease, entitling Landlord to exercise all remedies for Tenant's defaults as provided in this Lease or at law. The costs of furnishing utilities to the building of which Tenant is to bear its share as herein set forth shall include costs of the utilities, transportation charges, if any, delivery charges, if any, and other related costs. It is expressly understood and agreed that Landlord shall have no liability whatsoever to Tenant in the event of any unavailability or interruption in the furnishing of utilities to the building or the demised premises (whether caused by shortage, allocations imposed by government authority or otherwise) and that same shall not constitute a breach of Landlord's obligations under the Lease and shall not entitle the Tenant to any abatement or reduction of rent or other sums payable hereunder, nor shall such occurrences entitle Tenant to cancel this Lease. However, Landlord shall use its best reasonable efforts to obtain utilities for the building. Tenant shall have the right to inspect all bills for utilities used in computing the utility payment required of Tenant.

It is understood that should any of the building of which the demised premises form a part be leased to or occupied by a Tenant whose use of the premises consumes larger than normal amounts of any utility, and if at this time pro-ration rather than submetering of utilities is being done, Landlord and Tenant will meet with the other Tenants of the building to reach a new agreement on pro-ration of utilities that will reflect the disproportionate use.

(b) Landlord agrees to provide trash receptacles to be used in common by all tenants occupying 1413 K Street, N.W. And Landlord further agrees to pay for the reasonable cost of normal trash collection but not for exceptional collections resulting from Tenant's operations. Tenant shall pay, as additional rent, the cost of any exceptional collections necessitated by Tenant's trash. Tenant shall haul all of its trash to the receptacles.

7. Maintenance and Repairs

Tenant accepts the demised premises in "as is" condition with Landlord's only obligation to prepare the space for Tenant's occupancy to be the painting of the walls and ceilings, plaster or drywall repair of major damaged areas in the walls and ceiling, cleaning, and repair of all plumbing, lighting, heating and air-conditioning systems as necessary to make them operational. Carpets will be cleaned or removed if cleaning is not possible. Landlord will not repair minor cracks and holes in the tile floors. Landlord will not make structural alterations, move lighting fixtures, or add electrical outlets. Landlord will insure that at least one existing electrical outlet is operational for each 12' linear run of wall but will not add additional electrical outlets if outlets do not exist within such 12' run.

Landlord has informed Tenant that the existing heating/air-conditioning system is adequate overall but may provide less than uniform temperatures within different areas of the demised premises. Tenant has agreed to accept this condition within the definition of its "as is" acceptance of the space.

Landlord shall maintain the exterior structure, roof, elevators, fire stairwells, lobby (except to the extent Tenant shall occupy lobby space for security, in which case Tenant shall maintain such space), basement, common entrances, exits, and outside areas, heating and air-conditioning system, plumbing, electrical, and lighting systems in the demised premises and the common areas of the building. Promptly after becoming aware of a defect or injury to the demised premises, Tenant shall advise Landlord in writing. Landlord shall with reasonable promptness undertake to correct any such defect or injury with minimum inconvenience to Tenant. Landlord shall not be responsible for any repairs caused by an act or neglect of Tenant, Tenant's employees or agents.

Tenant at its sole cost and expense shall keep the entire interior of the demised premises, with the exception of Landlord's obligations as detailed above, in good condition and repair, reasonable wear and tear excepted, and will make all replacements thereto of like quality when beyond repair. Tenant's obligations shall include, but not be limited to, replacing all light bulbs and broken glass, all necessary repainting, and the performance of regular janitorial maintenance in the demised premises.

8. Fire or Other Casualty

(a) If the demised premises shall be damaged by fire or other casualty, but are not thereby or by means of repairs being made rendered untenable in whole or part, Landlord will cause the demised premises to be repaired to the condition in which they were immediately prior to the fire or casualty and the rent shall not be abated. If by reason of any such fire or other casualty, the demised premises shall be rendered untenable only in part, Landlord will cause the demised premises to be repaired to the condition in which they were immediately prior to the fire or casualty and rent meanwhile shall be abated proportionately as to the portion under repair. If the demised premises shall be rendered wholly untenable by reason of such fire or casualty and if the rights of termination under (c) of this section are not exercised, Landlord will cause the demised premises to be repaired to the condition in which they were immediately prior to the fire or casualty and rent meanwhile shall be wholly abated.

(b) In the event any damage which renders the demised premises untenable in part is not repaired by Landlord, and the entire demised premises made reasonably usable and available to Tenant within a period of three (3) months following the occurrence of such damage, Tenant shall have the option of terminating this Lease by written notice to Landlord.

(c) In the event of destruction of the premises such as to render the premises wholly untenable or unusable for occupancy by Tenant, this Lease may be terminated at the option of either Landlord or Tenant by giving written notice to the other party of intent so to terminate.

9. Insurance

Landlord shall maintain at Landlord's own cost and expense during the term of the Lease, fire insurance with extended coverage in an amount deemed sufficient by Landlord. Tenant shall refrain from any act or acts which shall cancel or reduce the fire insurance coverage.

Tenant shall maintain at its own cost and expense comprehensive liability insurance naming Landlord and Tenant as parties insured with limits of at least Five hundred thousand dollars (\$500,000) for death or injury to one person, not less than One million dollars (\$1,000,000) for death or injuries arising out of the same accident, and for property damage in an amount not less than One hundred thousand dollars (\$100,000). Tenant shall cause a certificate evidencing the existence of such coverage to be delivered from time to time to Landlord so that Landlord shall have evidence of this coverage at all times, and such policy shall require not less than ten (10) days prior written notice of cancellation to Landlord, which notice shall be noted on the certificate. Landlord shall maintain at its own cost and expense similar insurance against any liability arising by reason of any improvements made to the property by Landlord and Landlord agrees to indemnify and hold Tenant harmless by reason of any such liability.

Landlord and Tenant, respectively, hereby release each other from any and all liability or responsibility to the other or anyone claiming through or under it or them by way of subrogation, or otherwise, for any loss or damage to property caused by the fault or negligence of the other party, or any one for whom such party may be responsible, provided, however, that this release shall be applicable and in force and effect only with respect to any loss or damage occurring during such time as the policy or policies of insurance covering said loss permit such releases or shall contain a clause or endorsement to the effect that this release shall not adversely affect nor impair such insurance or prejudice the right of the insured to recover thereunder. If any policy does not permit such a waiver, and if the party to benefit therefrom requests that such a waiver be obtained, Landlord and Tenant agree to obtain an endorsement to their insurance policies permitting such waiver of subrogation if it is available and if such policies do not provide therefor. If an additional premium is charged for such waiver, the party benefiting therefrom, if it desires to have the waiver, agrees to pay to the other the amount of such additional premium promptly upon being billed therefor.

10. Alterations and Additions

Tenant shall not make any alterations or additions to the demised premises without first securing Landlord's written approval, which approval shall not be unreasonably withheld. However, Tenant without such prior written approval may make minor interior alterations or improvements if such alterations or improvements do not damage, reduce the value of nor impair the structural strength of the premises. All alterations, additions and improvements shall be

a part of the demised premises and become the property of the Landlord, except that at the expiration of this Lease, Tenant shall remove any alterations, additions, or improvements and restore the demised premises to the condition existing at the time of occupancy if so directed by Landlord.

Anything in this Lease to the contrary notwithstanding from time to time during the term and at the end of the term, Tenant may install and remove Tenant's trade fixtures, personal property, business machines and equipment ("equipment"). Tenant shall, at or before the termination of this Lease, repair any damage caused by the installation or the removal of said equipment.

11. Condemnation

If the entire demised premises are permanently or temporarily taken for any public or quasi-public use under any statute, or by eminent domain, or by purchase in lieu thereof (hereinafter collectively called "condemnation"), this Lease will terminate on the date of the taking or transfer of title by deed to the condemning authority.

If any portion less than the whole of the demised premises shall be taken by condemnation so that it shall be impractical or impossible for Tenant properly to conduct its business on the premises remaining after such taking, then the Tenant may upon thirty (30) days written notice to Landlord terminate this Lease, and thereupon Tenant shall have no obligations under this Lease except for such accrued rent prior to the date of termination and all rentals shall be paid up to that date.

If the Lease is not terminated as provided above, then Landlord shall restore at its cost and expense, and to the extent possible, the remaining portion of the demised premises to the condition in which they were immediately prior to such taking. The rent and other charges payable as rent hereunder shall abate during the period of such restoration, if the demised premises are not usable and not used by Tenant during such period, or shall abate proportionately otherwise. The rent and other charges payable in the nature of rent hereunder shall, after restoration, be appropriately adjusted to reflect any curtailment of the usefulness of the premises to the Tenant and its conduct of its business.

In the event of either a partial or entire taking Tenant shall in no way share in, and hereby waives in favor of Landlord, the condemnation award or compensation attributable in whole or in part to the fair market value of the demised premises, or to the value of Tenant's leasehold in the demised premises. Notwithstanding the foregoing, however, Tenant does not waive in favor of Landlord and may make a claim for and receive from the condemning authority any compensation attributable to Tenant's own equipment and any expenses for which Tenant may be entitled to receive separate compensation under law.

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If any mechanic's, laborer's or materialman's lien shall at any time be filed against the demised premises or any part thereof or Tenant's estate therein, Tenant, within fifteen (15) days after notice of the filing thereof, will cause it to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, Landlord may, but shall not be obligated to, discharge it either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings, and in any such event, Landlord shall be entitled, if Landlord so elects, to compel the prosecution of any action for the foreclosure of such lien by the lienor with interest, costs and allowances. Any amount so paid by Landlord and all costs and expenses incurred by Landlord in connection therewith, together with interest thereon at the highest rate allowed by law (but not more than 12% per annum), from the respective dates of Landlord's making of the payments and incurring of the costs and expenses, shall constitute additional rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord on demand.

14. Default by Tenant

The occurrence of any one of the following shall constitute an event of default by Tenant:

- (a) failure by Tenant to pay any sum required to be paid by this Lease within fifteen (15) days from the date said sum is required to be paid, or
- (b) failure by Tenant to perform or comply with any other covenant or condition of this Lease to be performed or complied with by it within ten (10) days of receipt from Landlord of written notice thereof, or
- (c) if Tenant shall (i) become insolvent or (ii) make an assignment for the benefit of creditors, or (iii) be adjudicated a bankrupt or (iv) file or have filed against it a bill in equity or otherwise initiate proceedings for the appointment of a receiver of its assets or shall file a petition or otherwise initiate proceeding in any court for a composition with its creditors for relief in any manner from the payment of its debts when due under any State or Federal law or (v) has any bill, proceedings or petition specified in preceding (iv) brought against it which is not dismissed within sixty (60) days.

15. Landlord's Remedies

In addition to all other remedies available to Landlord at law or equity, upon the occurrence of an event of default by Tenant, Landlord at its option may:

- (a) terminate this Lease and all the estate of Tenant in the demised premises by giving Tenant twenty (20) days notice of termination, and Tenant shall thereupon surrender the demised premises in the same condition and with the same effect (except as to Tenant's continuing liability for amounts due and unpaid and for damages) as if the full term of this Lease had expired, and if Tenant shall fail to surrender the demised premises, Landlord may use such force as necessary to enter, including the breaking of locks, and may

remove and store any of Tenant's property found on the demised premises at Tenant's expense;

(b) with or without terminating this Lease re-enter and repossess the demised premises, or any part thereof, and relet for the Tenant's benefit or attempt to relet for the Tenant's benefit any or all parts thereof upon such terms and conditions and to such persons or entities, for such uses, and for such period or periods of time as Landlord, in its sole discretion, shall determine, including a term beyond the original expiration date of this Lease. For the purpose of such reletting, Landlord may make repairs, alterations, redecorations, or additions to the demised premises to the extent it determines to be desirable or convenient, and the cost of such work shall be charged to and payable by Tenant on demand as additional rent hereunder, as well as reasonable brokerage and legal fees incurred by Landlord. Landlord shall make a reasonable effort to relet the demised premises, however, Landlord shall not be responsible nor liable for any failure to relet the demised premises or any part thereof, nor for any failure to collect any rent upon such reletting.

(c) pay or perform for the account of Tenant any obligation or work to be paid or done by Tenant pursuant to the provisions of this Lease which Tenant has failed to pay or do, and Landlord may re-enter and repossess such part of the demised premises as may be necessary to perform such work. Tenant shall pay to Landlord on demand as additional rent the amount so paid by Landlord or expended by Landlord to do the work or otherwise cure the default by Tenant, together with interest on amounts expended at the rate of ten (10) percent per annum. Notwithstanding anything above requiring Landlord to give notice to Tenant as a condition to the occurrence of an event of default, in an emergency where there is an immediate threat to the demised premises, unless payment is made or work done, Landlord may pay or perform obligations on behalf of Tenant which Tenant has failed to pay or perform after notice to Tenant as much in advance as practicable under the circumstances prior to Landlord's payment or performance on behalf of Tenant.

Failure by either party to insist upon the strict performance of any covenant, agreement, or condition of this Lease, or to exercise any right or remedy hereunder, and acceptance of any part of full rental payment or other compensation payable hereunder, shall not constitute a waiver of the future breach of any such covenant, agreement, or condition arising by reason of such conduct. There shall be no waiver of any covenant, agreement or condition except by written agreement of the party to be charged with the waiver. Notwithstanding the provision set forth above, the acceptance by Landlord of any rent from Tenant shall be construed as a waiver of the specific default which resulted from the late payment of said rental. The rights and remedies given to Landlord in this Lease and by law or equity are separate and cumulative, and no one of them, whether or not exercised by Landlord, shall be deemed to be in exclusion of others as provided for herein or by law or equity.

16. Quiet Possession

Landlord covenants and agrees that, so long as Tenant keeps and performs each and every covenant and condition contained herein to be kept and performed by Tenant, Tenant shall quietly possess and enjoy the demised premises without hindrance or molestation by Landlord or any party claiming under or by Landlord, subject to all of the terms and conditions of this Lease.

17. Subordination

This Lease and the estate of Tenant hereunder are and shall be subject and subordinate to the lien of any mortgage, whether now existing or hereafter created or placed upon the demised premises, or any part thereof, and to all renewals, modifications, consolidations, and extensions thereof. At the request of Landlord, Tenant shall from time to time execute and acknowledge and deliver to Landlord documents in recordable form that may be reasonably necessary to subordinate and confirm the subordination of this Lease and all rights of Tenant hereunder to mortgages created after the date hereof, and in the event that Tenant fails or neglects to execute and acknowledge and deliver such subordination instrument, Tenant hereby irrevocably nominates and appoints Landlord as Tenant's proper and legal attorney-in-fact for such purpose. Notwithstanding the foregoing, all mortgages hereafter placed upon or deeds of trust with respect to the demised premises to which this Lease is subordinate shall provide that as long as there is no default by Tenant under this Lease the holder of such mortgage cannot disturb the possession of Tenant or affect the Tenant's rights under this Lease, notwithstanding any default under such mortgage or deed of trust.

18. Assignment and Subletting

Tenant shall not without the written consent of Landlord assign this Lease nor sublet any portion of the demised premises, nor mortgage, pledge or encumber its leasehold interest created hereby, which consent will not be unreasonably withheld.

Landlord may assign its interest in this Lease in connection with a sale of the fee of the demised premises, or to a party who may control the fee of the demised premises by some other means, provided the assignee assumes and is bound by all of the obligations of Landlord hereunder. In the case of a sale of the fee of the demised premises the Landlord named herein (and each subsequent Landlord making such an assignment) shall be released from all liability hereunder, provided the purchaser assumes and is bound by all of the obligations of Landlord hereunder.

19. Tenant's Certificate

Tenant shall from time to time within thirty (30) days of any request by Landlord execute and deliver to Landlord a certificate in form for recording stating that this Lease is in full force and effect, has not been modified (or, if it has been modified, identifying the modifications), that to the best of Tenant's knowledge no default exists on the part of either Landlord or Tenant (or, if such a default does exist, specifying the default) and specifying the date to which rent and other charges have been paid by Tenant hereunder. It is intended that any purchaser or mortgagee of Landlord's fee interest in the demised premises or any assignee of Landlord's interest in this Lease may rely on such a certification by Tenant.

20. Inspection

Landlord shall have the right to inspect all parts of the demised premises at reasonable times during business hours. Landlord may show the interior and exterior of the demised premises to prospective tenants and display appropriate signs on the demised premises during the last ninety (90) days of the term of this Lease. Landlord may show the interior or exterior of the demised premises to prospective purchasers at reasonable times during business hours during the entire term of this Lease.

21. Surrender

At the expiration or earlier termination of the term of this Lease, Tenant shall surrender and deliver possession of the demised premises and all improvements and alterations thereto in good condition and repair, broom clean, subject only to reasonable wear and tear, and Tenant shall remove all of its signs and personal property used in its business which are not servicing the building.

22. Signs

Tenant shall have only the right to be included in the building directory maintained by Landlord. Tenant shall not place any signs in the windows of the demised premises, anywhere in any common area nor on the exterior of the building.

23. Notices

All notices to be given to either party hereunder shall be in writing and shall be hand delivered, sent by telegraph or by registered or certified U.S. Mail, return receipt requested, to the following address:

If to Landlord: Potomac Development Corporation, Agent,
2621 P Street, N.W., Washington, D.C. 20007.

If to Tenant: Carter-Mondale Presidential Committee, Inc.
1413 K Street, N.W., Washington, D.C. 20005 (the demised premises) after occupancy; but to Carter-Mondale Presidential Committee, Inc. P.O. Box 500, Washington, D.C. 20044 prior to occupancy of the demised premises.

The party to whom notice is to be given may change the address of the giving of notices set forth above by delivering notice of such change to the other party.

24. Brokerage

Tenant represents and warrants to Landlord that it has had no dealings, negotiations or consultations with any broker or agent in connection with this Lease. Should any broker or agent claim a commission from Landlord with respect to this Lease based upon its assertion that it introduced Tenant to the demised premises, Tenant agrees to indemnify and hold Landlord harmless from and against any loss or liability suffered by Landlord by reason of any such successful assertion by a broker or agent.

25. Security Deposit

Tenant has deposited with Landlord as security for the within Lease Agreement the sum of Six thousand eight hundred ten Dollars (\$6,810.00). If, at any time during the term of this Lease, Tenant shall default in the payment of rent, Landlord may apply said sum to cure the default, the right to so apply being hereby expressly granted to Landlord. In such event, Tenant shall restore said deposit to the original amount within ten (10) days after demand therefor by Landlord or its Agent.

In the event said deposit is not used or used up as provided for above or below, then said deposit shall be returned to Tenant within thirty (30) days after termination of this Lease Agreement provided an inspection of the building by Landlord and its Agent establishes that the building is being surrendered to the Landlord in substantially the same condition in which it was received by Tenant, ordinary wear and tear excepted. If Landlord, as a result of such inspection, deems that building is not in substantially the same condition in which it was received by Tenant, then Landlord shall have the right to apply the security deposit against the sum required to return the condition of the building to that in which it was received by Tenant.

26. Building Security

Landlord will not provide security guards or security equipment for the building. Landlord is not responsible for the security of the demised premises. All personal property and equipment in the demised premises shall be and remain at Tenant's sole risk, and Landlord shall not be liable for any damage to or loss of such personal property and equipment arising from the acts of Landlord or other persons. Tenant shall be responsible for securing the demised premises. Landlord will allow Tenant to maintain a security guard in the lobby of the building at Tenant's expense. Tenant at its sole cost and expense may also locate a desk and install a telephone in the lobby for security purposes. However, prior to allowing a guard to begin work in the lobby, Tenant agrees to consult with Landlord and Tenant regarding the responsibilities and authority of such a guard relative to other Tenants and their visitors.

27. Miscellaneous

The headings preceding each section of this Lease are for convenience of reference only and shall not affect the construction or meaning of the provisions hereof.

If any part of this Lease is found to be invalid or unenforceable, it shall not affect any remaining portions of this Lease, which shall continue to be in full force and effect and severable from any invalid provision.

This Lease, including the exhibits hereto, constitute the entire agreement between the parties and shall not be modified except by written agreement between the parties.

This Lease is legally binding upon the parties hereto and their successors and assigns (the right of the parties hereto to assign their respective interest in this Lease is limited as set forth in Section 18 above).

28. Definition of Landlord

The word "Landlord" is used herein to include the Landlord named above and any subsequent owner of the demised premises, as well as their respective heirs, personal representatives, successors and assigns, each of whom shall have the same rights, remedies, powers, authorities and privileges as he would have had had he originally signed this Lease as Landlord, but any owner of the demised premises, whether or not named herein, shall have no liability hereunder after he ceases to hold title to the demised premises, except for obligations which may have theretofore accrued. Landlord shall be under no personal liability with respect to any of the provisions of this Lease, and if Landlord is in breach or default with respect to Landlord's obligations or otherwise under this Lease, Tenant shall look solely to the equity of Landlord in the demised premises for the satisfaction of Tenant's remedies. It is expressly understood and agreed that Landlord's liability under the terms, covenants, conditions, warranties and obligations of this Lease shall in no event exceed the loss of Landlord's equity interest in the demised premises.

IN WITNESS WHEREOF, Landlord and Tenant have hereunto set their hands and seals as of the day and year first above written.

1413 K Street N.W. Associates

By: Richard B. Bell
General Partner

By: David H. Schmitt
General Partner

Carter-Mondale Presidential Committee, Inc.

By: Ernest D. Delle
President

Attest: Timothy H. Smith
Secretary

AMENDMENT TO LEASE

This Amendment to Lease is made as of the 12 day of July, 1979 by and between 1413 K Street N.W. Associates, a D.C. Limited Partnership (hereinafter called "Associates") and Carter-Mondale Presidential Committee, Inc., a D.C. non-profit corporation (hereinafter called "Carter").

RECITALS

WHEREAS Associates and Carter executed a Lease for the seventh and eleventh floors of 1413 K Street, N.W., Washington, D.C. dated June 5, 1979; and

WHEREAS Associates and Carter executed an Agreement to Lease for all of the remaining floors of the building except the first floor and mezzanine dated June 5, 1979; and

WHEREAS Associates have vacated the eighth floor and prepared the floor for occupancy as required by the Agreement to Lease;

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. Under Section 1 of the Lease, the number of floors occupied shall be changed to include the eighth floor (including the two bathrooms located on the eighth floor) and the commencement date for the eighth floor shall be July 14, 1979.
2. Under Section 3 of the Lease, the rent shall increase by One thousand one hundred thirty-five dollars (\$1,135) per month for floor eight.
3. Under Section 4 of the Lease, the percentage of all increases in Real Estate Taxes to be paid by Carter shall increase by 7.36% for floor eight.
4. Under Section 6 of the Lease, the percentage of the cost of furnishing utilities to the building which is paid by Carter shall increase by 7.36% for floor eight.
5. Under Section 25 of the Lease, the amount of Security Deposit deposited by Carter shall increase by Three thousand four hundred five dollars (\$3,405) for floor eight, which increased deposit shall be posted upon execution of this amendment.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their properly designated officers or partners as of the day and year first written above.

1413 K Street N.W. Associates

By:

W. A. Bell
General Partner

By:

D. O. H. Schmitt
General Partner

Carter-Mondale Presidential Committee, Inc.

By:

Debra F. Dymally
Asst. Treasurer

Attest:

Timothy H. Smith
Secretary

Seal:

711
66

AMENDMENT TO LEASE

This Amendment to Lease is made as of the 31st day of July, 1979 by and between 1413 K Street N.W. Associates, a D.C. Limited Partnership (hereinafter called "Associates") and Carter-Mondale Presidential Committee, Inc., a D.C. non-profit corporation (hereinafter called "Carter").

RECITALS

WHEREAS Associates and Carter executed a Lease for the seventh and eleventh floors of 1413 K Street, N.W., Washington, D.C. dated June 5, 1979; and

WHEREAS Associates and Carter executed an Agreement to Lease for all of the remaining floors of the building except the first floor and mezzanine dated June 5, 1979; and

WHEREAS Associates have vacated the sixth floor and prepared the floor for occupancy earlier than October 1, 1979;

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. Under Section 1 of the Lease, the number of floors occupied shall be changed to include the sixth floor (including the two bathrooms located on the sixth floor) and the commencement date for the sixth floor shall be August 1, 1979.
2. Under Section 3 of the Lease, the rent shall increase by One thousand one hundred thirty-five dollars (\$1,135) per month for floor six.
3. Under Section 4 of the Lease, the percentage of all increases in Real Estate Taxes to be paid by Carter shall increase by 7.36% for floor six.
4. Under Section 6 of the Lease, the percentage of the cost of furnishing utilities to the building which is paid by Carter shall increase by 7.36% for floor six.
5. Under Section 25 of the Lease, the amount of Security Deposit deposited by Carter shall increase by Three thousand four hundred five dollars (\$3,405) for floor six, which increased deposit shall be posted upon execution of this amendment.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their properly designated officers or partners as of the day and year first written above.

1413 K Street N.W. Associates

By: W. A. Bell
General Partner

By: David H. Schmitt
General Partner

Carter-Mondale Presidential Committee, Inc.

By: Robert F. Rosenfield
President Asst. Treasurer

Attest: Timothy G. Smith
Secretary

Seal:

AMENDMENT TO LEASE

This Amendment to Lease is made as of the 15 day of September, 1979 by and between 1413 K Street N.W. Associates, a D.C. Limited Partnership (hereinafter called "Associates") and Carter-Mondale Presidential Committee, Inc., a D.C. non-profit corporation (hereinafter called "Carter").

RECITALS

WHEREAS Associates and Carter executed a Lease for the seventh and eleventh floors of 1413 K Street, N.W., Washington, D.C. dated June 5, 1979; and

WHEREAS Associates and Carter executed an Agreement to Lease for all of the remaining floors of the building except the first floor and mezzanine dated June 5, 1979; and

WHEREAS Associates have vacated the third floor and prepared the floor for occupancy earlier than October 1, 1979;

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. Under Section 1 of the Lease, the number of floors occupied shall be changed to include the third floor (including the two bathrooms located on the third floor) and the commencement date for the third floor shall be September 14, 1979.
2. Under Section 3 of the Lease, the rent shall increase by One thousand one hundred thirty-five dollars (\$1,135) per month for floor third.
3. Under Section 4 of the Lease, the percentage of all increases in Real Estate Taxes to be paid by Carter shall increase by 7.36% for floor third.
4. Under Section 6 of the Lease, the percentage of the cost of furnishing utilities to the building which is paid by Carter shall increase by 7.36% for floor third.
5. Under Section 25 of the Lease, the amount of Security Deposit deposited by Carter shall increase by Three thousand four hundred five dollars (\$3,405) for floor third, which increased deposit shall be posted upon execution of this amendment.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their properly designated officers or partners as of the day and year first written above.

1413 K Street N.W. Associates

By: W. J. Bell
General Partner

By: David H. Schwartz
General Partner

Carter-Mondale Presidential Committee, Inc.

By: Edward D. Smith
President

Seal:

Attest: Timothy H. Smith
Secretary

66

AMENDMENT TO LEASE

This Amendment to Lease is made as of the 29th day of September, 1979 by and between 1413 K Street N.W. Associates, a D.C. Limited Partnership (hereinafter called "Associates") and Carter-Mondale Presidential Committee, Inc., a D.C. non-profit corporation (hereinafter called "Carter").

RECITALS

WHEREAS Associates and Carter executed a Lease for the seventh and eleventh floors of 1413 K Street, N.W., Washington, D.C. dated June 5, 1979; and

WHEREAS Associates and Carter executed an Agreement to Lease for all of the remaining floors of the building except the first floor and mezzanine dated June 5, 1979; and

WHEREAS Associates have vacated the tenth floor and prepared the floor for occupancy earlier than October 1, 1979;

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. Under Section 1 of the Lease, the number of floors occupied shall be changed to include the tenth floor (including the two bathrooms located on the tenth floor) and the commencement date for the tenth floor shall be September 28, 1979.
2. Under Section 3 of the Lease, the rent shall increase by One thousand one hundred thirty-five dollars (\$1,135) per month for floor ten.
3. Under Section 4 of the Lease, the percentage of all increases in Real Estate Taxes to be paid by Carter shall increase by 7.36% for floor ten.
4. Under Section 6 of the Lease, the percentage of the cost of furnishing utilities to the building which is paid by Carter shall increase by 7.36% for floor ten.
5. Under Section 25 of the Lease, the amount of Security Deposit deposited by Carter shall increase by Three thousand four hundred five dollars (\$3,405) for floor ten, which increased deposit shall be posted upon execution of this amendment.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their properly designated officers or partners as of the day and year first written above.

1413 K Street N.W. Associates

By: W. J. Bell
General Partner

By: David H. Schuch
General Partner

Carter-Mondale Presidential Committee, Inc.

By: J. H. A. H.
President TREASURER

Attest: Debra F. Engemiller
Secretary Asst. Treas

Seal:

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AMENDMENT TO LEASE

This Amendment to Lease is made as of the 27th day of October, 1979 by and between 1413 K Street N.W. Associates, a D.C. Limited Partnership (hereinafter called "Associates") and Carter-Mondale Presidential Committee, Inc., a D.C. non-profit corporation (hereinafter called "Carter").

RECITALS

WHEREAS Associates and Carter executed a Lease for the seventh and eleventh floors of 1413 K Street, N.W., Washington, D.C. dated June 5, 1979; and

WHEREAS Associates and Carter executed an Agreement to Lease for all of the remaining floors of the building except the first floor and mezzanine dated June 5, 1979; and

WHEREAS Associates have vacated the second, fifth, and twelfth floors and prepared these floors for occupancy by October 11, 1979;

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. Under Section 1 of the Lease, the number of floors occupied shall be changed to include the second, fifth, and twelfth floors (including the six bathrooms located two on each floor) and the commencement date for these three floors shall be October 11, 1979.
2. Under Section 3 of the Lease, the rent shall increase by Three thousand four hundred five dollars (\$3,405) per month for these three additional floors.
3. Under Section 4 of the Lease, the percentage of all increases in Real Estate Taxes to be paid by Carter shall increase by 22.08% for these three additional floors.
4. Under Section 6 of the Lease, the percentage of the cost of furnishing utilities to the building which is paid by Carter shall increase by 22.08% for these three additional floors.
5. Under Section 25 of the Lease, the amount of Security Deposit deposited by Carter shall increase by Ten thousand two hundred fifteen Dollars (\$10,215) for these three additional floors, which increased deposit shall be posted upon execution of this amendment.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their properly designated officers or partners as of the day and year first written above.

1413 K Street N.W. Associates

By: W. A. Bell

General Partner

By: David H. Schwartz

General Partner

Carter-Mondale Presidential Committee, Inc.

By: Bonnie F. Espinella

President, Carter-Mondale Pres. Comm.

Seal:

Attest: Timothy H. Smith

Secretary

AMENDMENT TO LEASE

This Amendment to Lease is made as of the 10th day of October, 1979 by and between 1413 K Street N.W. Associates, a D.C. Limited Partnership (hereinafter called "Associates") and Carter-Mondale Presidential Committee, Inc., a D.C. non-profit corporation (hereinafter called "Carter").

RECITALS

WHEREAS Associates and Carter executed a Lease for the seventh and eleventh floors of 1413 K Street, N.W., Washington, D.C. dated June 5, 1979; and

WHEREAS Associates and Carter executed an Agreement to Lease for all of the remaining floors of the building except the first floor and mezzanine dated June 5, 1979; and

WHEREAS Carter has leased seven of the eight floors to be made available to Carter on or before November 15, 1979, and Associates have met the requirements of paragraph 7 of the Agreement to Lease dated June 5, 1979.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. The language of Section 1 of the Lease, "Demised Premises - Term" which reads,

"on a month-to-month basis. Either party may terminate this lease by giving notice to the other party of intent to terminate of not less than ninety days from the beginning of any calendar month during the term of this lease of any extension hereof."

is deleted. The following language is substituted therefor:

"This Lease shall expire without notice to either party on January 31, 1981."

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their properly designated officers or partners as of the day and year first written above.

1413 K Street N.W. Associates

By: W. D. Bell
General Partner

By: David H. Schaefer
General Partner

Carter-Mondale Presidential Committee, Inc.

By: Diana F. Emmiller
President 1979 Treas

Seal:

Attest: Timothy H. Smith
Secretary

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AMENDMENT TO LEASE

This Amendment to Lease is made as of the 10th day of January, 1980 by and between 1413 K Street N.W. Associates, a D.C. Limited Partnership (hereinafter called "Associates") and Carter-Mondale Presidential Committee, Inc., a D.C. non-profit corporation (hereinafter called "Carter").

RECITALS

WHEREAS Associates and Carter executed a Lease for the seventh and eleventh floors of 1413 K Street, N.W., Washington, D.C. dated June 5, 1979; and

WHEREAS Associates and Carter executed an Agreement to Lease for all of the remaining floors of the building except the first floor and mezzanine dated June 5, 1979; and

WHEREAS Associates have vacated the thirteenth and fourteenth floors and prepared the floors for occupancy as of January 11, 1980;

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. Under Section 1 of the Lease, the number of floors occupied shall be changed to include the thirteenth and fourteenth floors (including the four bathrooms located two each on the thirteenth and fourteenth floors) and the commencement date for the thirteenth and fourteenth floors shall be January 12, 1980.
2. Under Section 3 of the Lease, the rent shall increase by One thousand seven hundred sixteen dollars (\$1,716) per month for floors thirteen and fourteen.
3. Under Section 4 of the Lease, the percentage of all increases in Real Estate Taxes to be paid by Carter shall increase by 12.00% for floors thirteen and fourteen.
4. Under Section 6 of the Lease, the percentage of the cost of furnishing utilities to the building which is paid by Carter shall increase by 12.00% for floors thirteen and fourteen.
5. Under Section 25 of the Lease, the amount of Security Deposit deposited by Carter shall increase by Five thousand one hundred forty-eight dollars (\$5,148) for floors thirteen and fourteen, which increased deposit shall be posted upon execution of this amendment.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their properly designated officers or partners as of the day and year first written above.

1413 K Street N.W. Associates

By: [Signature]
General Partner

By: [Signature]
General Partner

Carter-Mondale Presidential Committee, Inc.

By: [Signature]
President

Seal:

Attest: [Signature]
Secretary

AMENDMENT TO LEASE

7/11/80
063
This Amendment to Lease is made as of the 10th day of March, 1980 by and between 1413 K Street N.W. Associates, a D.C. Limited Partnership (hereinafter called "Associates") and Carter-Mondale Presidential Committee, Inc., a D.C. non-profit corporation (hereinafter called "Carter").

RECITALS

WHEREAS Associates and Carter executed a Lease for the seventh and eleventh floors of 1413 K Street, N.W., Washington, D.C. dated June 5, 1979; and

WHEREAS Associates and Carter executed an Agreement to Lease for all of the remaining floors of the building except the first floor and mezzanine dated June 5, 1979; and

WHEREAS Associates have vacated the ninth floor and prepared the floor for occupancy as of March 10, 1980;

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. Under Section 1 of the Lease, the number of floors occupied shall be changed to include the ninth floor (including the two bathrooms located on the ninth floor) and the commencement date for the ninth floor shall be March 12, 1980.
2. Under Section 3 of the Lease, the rent shall increase by One thousand one hundred thirty-five dollars (\$1,135) per month for the ninth floor.
3. Under Section 4 of the Lease, the percentage of all increases in Real Estate Taxes to be paid by Carter shall increase by 7.36% for the ninth floor.
4. Under Section 6 of the Lease, the percentage of the cost of furnishing utilities to the building which is paid by Carter shall increase by 7.36% for the ninth floor.
5. Under Section 25 of the Lease, the amount of Security Deposit deposited by Carter shall increase by Three thousand four hundred and five dollars (\$3,405) for the ninth floor, which increased deposit shall be posted upon execution of this amendment.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their properly designated officers or partners as of the day and year first written above.

1413 K Street, N.W. Associates

By: [Signature]
General Partner

By: [Signature]
General Partner

Carter-Mondale Presidential Committee, Inc.

By: [Signature]
Asst. Treasurer

Seal:

Attest: [Signature]
Secretary

Mims

January 6, 1981

Charles N. Steele, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

31 JAN 6 4:13

Re: MUR 1355

Dear Mr. Steele:

This is in response to your notification of December 19, 1980 that the Commission had received a complaint alleging that the Carter/Mondale Presidential Committee ("CMPC") may have violated certain sections of the Federal Election Campaign Act of 1971, as amended.

The complainant, 1413 K Street, N.W. Associates, alleges that CMPC has violated 11 CFR §§104.11 and 104.3(d) by failing to report as an outstanding debt a disputed claim which is now the subject of litigation before the Superior Court of the District of Columbia. One issue is also on appeal before the D.C. Court of Appeals. The litigation is based on an alleged agreement regarding the lease of office space at 1413 K Street, N.W., Washington, D.C. CMPC has taken the position that the alleged agreement is void by reason of mistake of fact and/or misrepresentation that the premises were fit for the use of the CMPC and lack of mutuality of remedies between the parties.

In AO 1976-85, the Commission stated that the amount of a disputed claim should be reported as a debt "[s]ince the Act defines expenditure to include '...a contract, promise or agreement, express or implied, whether or not legally enforceable, to make any expenditure.'"

The 1979 Amendments to the FECA, however, made several changes in the statutory definition of "expenditure". Deleted were the words "express or implied, whether or not legally enforceable," so that the new definition of "expenditure," in pertinent part, now means "a contract, promise or agreement to make an expenditure."

CMPC maintains that there is no contract, promise or agreement, written or otherwise, which obligates it to make an expenditure for the amounts in question, and hence that it has no obligation to report the disputed claim.

ATTACHMENT 2

The sole purpose of this complaint is harassment for the purpose of forcing CMPC to settle the disputed claim with the plaintiffs. We urge the Commission to reject the plaintiff's attempt to embroil the Commission in a commercial dispute.

For the reasons stated above, the Respondent respectfully urges the Commission to take no further action on MUR 1355.

Sincerely,

Carol Darr by DS

Carol Darr
Deputy Counsel

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Mims

Carter-Mondale Reelection Committee, Inc.
2000 L St., N.W.
Washington, D.C. 20036

January 6, 1981

Charles N. Steele, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Re: MUR 1355

Dear Mr. Steele:

This is in response to your notification of December 19, 1980, that the Commission has received a complaint alleging that the Carter-Mondale Reelection Committee ("CMRC") may have violated certain sections of the Federal Election Campaign Act of 1971, as amended, by failing to report as an outstanding debt a disputed claim which is now the subject of litigation before the District of Columbia Superior Court. One issue is also on appeal before the D.C. Court of Appeals.

This litigation is based on an alleged agreement regarding the lease of office space between the Carter/Mondale Presidential Committee, Inc., a primary campaign committee, and the complainant. The facilities were never leased nor used by CMRC, a separate entity and corporation from the Carter/Mondale Presidential Committee, Inc. CMRC made no contract, promise, or agreement with respect to the lease; hence it has no reporting obligation concerning this matter.

CMRC wishes to note that the litigation in connection with this claim already includes a counterclaim by CMRC for abuse of process based on false statements by the plaintiff concerning this Committee's alleged occupation of the premises.

For all the reasons stated above, the Respondent respectfully urges the Commission to take no further action on MUR 1355.

Sincerely,

Carol Darr by OS
Carol Darr
Deputy Counsel

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FEB 11 1981

ATTACHMENT 3



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Carter-Mondale Reelection
Committee, Inc.
Carol Darr, Deputy Counsel
2000 L Street, N.W.
Washington, D.C. 20036

Re: MUR 1355

Dear Ms. Darr:

The Federal Election Commission notified your committee on December 15, 1980, of a complaint which alleges that your committee violated certain sections of the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint was forwarded to your committee at that time.

Upon further review of the allegations contained in the complaint (and information supplied by you), the Commission, on January , 1981, determined that there is reason to believe that your committee has violated 2 U.S.C. § 434(b)(8), a provision of the Act. Specifically, it appears that your committee failed to report, as an outstanding debt or obligation, amounts due under a lease agreement with 1413 K Street, N.W. Associates or due to the Carter-Mondale Presidential Committee, Inc. The Commission observes that your committee may note the contested nature of any disputed debt in your reports.

Your response to the notification did not provide complete information regarding the matter in question. Please submit answers to the enclosed questions within 10 days of receipt of this letter.

The Office of General Counsel would like to settle this matter through conciliation prior to a finding of probable cause; however, in the absence of any information which demonstrates that no further action should be taken against your committee, the Office of General Counsel must

Letter to: Carol Darr
Page 2

proceed to the next compliance stage as noted on page 2,
paragraph 2 of the enclosed procedures.

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

If you have any questions, please contact Steve Mims,
the staff member assigned to this matter at (202) 523-4060.

Sincerely,

Enclosures
Procedures
Questions

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QUESTIONS FOR CARTER-MONDALE REELECTION COMMITTEE INC.

1. Please explain why CMRC listed the address at 1413 K Street, N.W., as its address in its statement of organization filed with the Commission on June 4, 1980.
2. Did any officers, employees, volunteers, or agents of CMRC carry out any of the activities of CMRC on the premises at 1413 K Street, N.W.?
 - a. If the answer to question 2, is yes, please state the nature and extent of such activities, including, to the extent possible, the number of individuals involved, the amount of time spent on such activities, and the dates when such activities took place.
 - b. If the answer to question 2 is no, please state when the activities of CMRC commenced and where such initial activities were carried out.
3. Did CMRC ever enter an agreement or understanding with CMPC regarding the use of the premises at 1413 K Street, N.W., for any purpose? If so, please state the nature of such agreement or understanding and provide copies of any memoranda, correspondence, or other writings pertaining to such agreement or understanding.
4. Is CMRC a party to a lease agreement at 2000 L Street, N.W., Washington, D.C.?
5. If so, in what capacity and when did it become a party?
6. If a party to a lease agreement at 2000 L Street, N.W., on what day was the first rent payment tendered and what period did it cover?
7. Does CMRC have an agreement with CMPC for the allocation of rent at 2000 L Street, N.W.?
8. If so, on what basis is the rent allocated (e.g., % for CMRC and % for CMPC), and how are payments made (e.g. to the landlord or to CMPC)?
9. On what day did CMRC begin to incur staff expenses for general election purposes?



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Carter-Mondale Presidential
Committee, Inc.
Carol Darr, Deputy Counsel
2000 L Street, N.W.
Washington, D.C. 20036

Re: MUR 1355

Dear Ms. Darr:

The Federal Election Commission notified your committee on December 15, 1980, of a complaint which alleges that your committee violated certain sections of the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint was forwarded to your committee at that time.

Upon further review of the allegations contained in the complaint (and information supplied by you), the Commission, on January , 1981, determined that there is reason to believe that your committee has violated 2 U.S.C. § 434(b)(8), a provision of the Act. Specifically, it appears that your committee failed to report, as an outstanding debt or obligation, amounts due under a lease agreement with 1413 K Street, N.W. Associates. The Commission observes that your committee may note the contested nature of any disputed debt in your reports.

Your response to the notification did not provide complete information regarding the matter in question. Please submit answers to the enclosed questions within 10 days of receipt of this letter.

The Office of General Counsel would like to settle this matter through conciliation prior to a finding of probable cause; however, in the absence of any information which demonstrates that no further action should be taken against your committee, the Office of General Counsel must

Letter to: Carol Darr
Page 2

proceed to the next compliance stage as noted on page 2,
paragraph 2 of the enclosed procedures.

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

If you have any questions, please contact Steve Mims,
the staff member assigned to this matter at (202) 523-4060.

Sincerely,

Enclosures
Procedures
Questions

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The position adopted by the Commission in the above cited Advisory Opinions should be followed in the present matter to assure the continued reporting of debts legally owed. To hold otherwise would enable any committee to avoid reporting as a debt any obligation which it decides is disputed and would tend to render useless the debt settlement reporting provisions of 11 C.F.R. §§ 104.3(d) and 104.11.

CMRC should be continued as a respondent to answer questions regarding discrepancies between the statement made in its response of January 6, 1981 that the committee at no time occupied space at 1413 K Street, N.W. and reports filed by the committee which fail to disclose rent payments to the 2000 L Street, N.W. address before September, 1980. It appears that CMRC should have reported amounts which may be due to CMPC by CMRC for use of space at 1413 K Street, N.W.

RECOMMENDATION

1. Find reason to believe that the Carter-Mondale Presidential Committee, Inc., and the Carter-Mondale Reelection Committee, Inc., violated 2 U.S.C. §434(b) (8) by failing to report certain disputed debts.
2. Approve that attached letters with questions.

Attachments

1. Complaint
2. Response of CMPC
3. Response of CMRC
4. Proposed letters (2)

SM: *SM 2/2/81*

ST: *ST 2/2/81*

KAG: *KAG 2/2/81*

file copy

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Carter-Mondale Reelection Committee, Inc.
2000 L St., N.W.
Washington, D.C. 20036

January 6, 1981

Charles N. Steele, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Re: MUR 1355

Dear Mr. Steele:

This is in response to your notification of December 19, 1980, that the Commission has received a complaint alleging that the Carter-Mondale Reelection Committee ("CMRC") may have violated certain sections of the Federal Election Campaign Act of 1971, as amended, by failing to report as an outstanding debt a disputed claim which is now the subject of litigation before the District of Columbia Superior Court. One issue is also on appeal before the D.C. Court of Appeals.

This litigation is based on an alleged agreement regarding the lease of office space between the Carter/Mondale Presidential Committee, Inc., a primary campaign committee, and the complainant. The facilities were never leased nor used by CMRC, a separate entity and corporation from the Carter/Mondale Presidential Committee, Inc. CMRC made no contract, promise, or agreement with respect to the lease; hence it has no reporting obligation concerning this matter.

CMRC wishes to note that the litigation in connection with this claim already includes a counterclaim by CMRC for abuse of process based on false statements by the plaintiff concerning this Committee's alleged occupation of the premises.

For all the reasons stated above, the Respondent respectfully urges the Commission to take no further action on MUR 1355.

Sincerely,

Carol Darr by DS
Carol Darr
Deputy Counsel

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CARTER/MONDALE PRESIDENTIAL COMMITTEE, INC.
1413 K STREET, N.W., WASHINGTON, D.C. 20005

Charles N. Steele, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

60-3694

CARTER/MONDALE PRESIDENTIAL COMMITTEE, INC.
1413 K STREET, N.W., WASHINGTON, D.C. 20005

January 6, 1981

Charles N. Steele, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

31 JAN 6 4:18

Re: MUR 1355

Dear Mr. Steele:

This is in response to your notification of December 19, 1980 that the Commission had received a complaint alleging that the Carter/Mondale Presidential Committee ("CMPC") may have violated certain sections of the Federal Election Campaign Act of 1971, as amended.

The complainant, 1413 K Street, N.W. Associates, alleges that CMPC has violated 11 CFR §§104.11 and 104.3(d) by failing to report as an outstanding debt a disputed claim which is now the subject of litigation before the Superior Court of the District of Columbia. One issue is also on appeal before the D.C. Court of Appeals. The litigation is based on an alleged agreement regarding the lease of office space at 1413 K Street, N.W., Washington, D.C. CMPC has taken the position that the alleged agreement is void by reason of mistake of fact and/or misrepresentation that the premises were fit for the use of the CMPC and lack of mutuality of remedies between the parties.

In AO 1976-85, the Commission stated that the amount of a disputed claim should be reported as a debt "[s]ince the Act defines expenditure to include '...a contract, promise or agreement, express or implied, whether or not legally enforceable, to make any expenditure.'"

The 1979 Amendments to the FECA, however, made several changes in the statutory definition of "expenditure". Deleted were the words "express or implied, whether or not legally enforceable," so that the new definition of "expenditure," in pertinent part, now means "a contract, promise or agreement to make an expenditure."

CMPC maintains that there is no contract, promise or agreement, written or otherwise, which obligates it to make an expenditure for the amounts in question, and hence that it has no obligation to report the disputed claim.

The sole purpose of this complaint is harassment for the purpose of forcing CMPC to settle the disputed claim with the plaintiffs. We urge the Commission to reject the plaintiff's attempt to embroil the Commission in a commercial dispute.

For the reasons stated above, the Respondent respectfully urges the Commission to take no further action on MUR 1355.

Sincerely,

Carol Darr by DS

Carol Darr
Deputy Counsel

3 1 7 0 1 3 1 1
Carter-Mondale Reelection Committee, Inc.
2000 L Stree, N.W.
Washington, D.C. 20036

Charles N. Steele, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Alon X

MUR # 1355

DATE December 15, 1980

PLEASE PROVIDE THE NAMES AND ADDRESSES OF ALL RESPONDENTS WHICH ARE TO BE SENT A COPY OF THE COMPLAINT. IF A PRINCIPAL CAMPAIGN COMMITTEE IS A RESPONDENT, A CARBON COPY IS TO BE SENT TO THE CANDIDATE. PLEASE PROVIDE THE NAME AND ADDRESS OF THE CANDIDATE AND PUT A "CC" BESIDE THE CANDIDATE'S NAME. IF A CANDIDATE IS A RESPONDENT, A CARBON COPY IS TO BE SENT TO THE CANDIDATE'S PRINCIPAL CAMPAIGN COMMITTEE. PLEASE PROVIDE THE NAME AND ADDRESS OF THE PRINCIPAL CAMPAIGN COMMITTEE AND PUT A "CC" BESIDE THE COMMITTEE'S NAME. PLEASE PROVIDE THIS INFORMATION, ON THIS SHEET, WITHIN 24 HOURS OF RECEIPT OF THIS NOTICE. THANK YOU.

1. CARTER-MONDALE RE-ELECTION COMMITTEE, INC.
S. LEE KLING, TREASURER
2000 L STREET, N.W.
4th FLOOR
WASHINGTON, D.C. 20036
2. CARTER-MONDALE PRESIDENTIAL COMMITTEE, INC.
S. LEE KLING, TREASURER
2000 L STREET, N.W.
4th FLOOR
WASHINGTON, D.C. 20036

NOTE: Do not send a copy to the candidate.



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

December 15, 1980

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Carter-Mondale Re-Election Committee, Inc.
S. Lee Kling, Treasurer
2000 L Street, N.W.
4th Floor
Washington, D. C. 20036

Re: MUR 1355

Dear Mr. Kling:

This letter is to notify you that on December 11, 1980, the Federal Election Commission received a complaint which alleges that your Committee may have violated certain sections of the Federal Election Campaign Act of 1971, as amended ("the Act") or Chapters 95 and 96 of Title 26, U.S. Code. A copy of this complaint is enclosed. We have numbered this matter MUR 1355. Please refer to this number in all future correspondence.

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

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

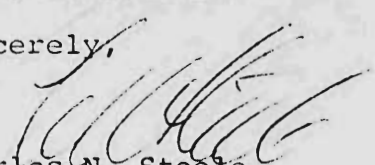
This matter will remain confidential in accordance with 2 U.S.C. § 437g(a)(4)(B) and § 437g(a)(12)(A) unless you notify the Commission in writing that you wish the matter to be made public.

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

Mr. S. Lee Kling
Page TWO

If you have any questions, please contact Stephen Mims, the staff member assigned to this matter at (202) 523-4060. For your information, we have attached a brief description of the Commission's procedure for handling complaints.

Sincerely,


Charles N. Steele
General Counsel

Enclosure

1. Complaint
2. Procedures

3170131311

✓ 1955 Mims

RECEIVED: Complete items 1, 2, and 3.
Add your address to the "RETURN TO" space on reverse.

1. The following service is requested (check one.)
☐ Show to whom and date delivered.....
☐ Show to whom, date and address of delivery.....
☐ RESTRICTED DELIVERY
Show to whom and date delivered.....
☐ RESTRICTED DELIVERY.
Show to whom, date, and address of delivery.....

(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Carter Mondale
Pres Comm, Inc.

3. ARTICLE DESCRIPTION:
REGISTERED NO. CERTIFIED NO. INSURED NO.
585466

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent CMRS
Anne E. Patterson

4. DATE OF DELIVERY POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLIENT'S INITIALS

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL.

☆GPO : 1975-300-040



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

December 15, 1980

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Carter-Mondale Presidential Committee, Inc.
S. Lee Kling, Treasurer
2000 L Street, N.W.
4th Floor
Washington, D. C. 20036

Re: MUR 1355

Dear Mr. Kling:

This letter is to notify you that on December 11, 1980, the Federal Election Commission received a complaint which alleges that your Committee may have violated certain sections of the Federal Election Campaign Act of 1971, as amended ("the Act") or Chapters 95 and 96 of Title 26, U.S. Code. A copy of this complaint is enclosed. We have numbered this matter MUR 1355. Please refer to this number in all future correspondence.

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

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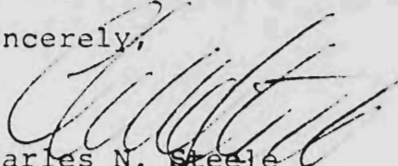
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Mr. S. Lee Kling
Page Two

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Sincerely,


Charles N. Steele
General Counsel

Enclosure

1. Complaint
2. Procedures

1355 Memo

SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one):
☐ Show to whom and date delivered.
☐ Show to whom, date and address of delivery.
☐ RESTRICTED DELIVERY
Show to whom and date delivered.
☐ RESTRICTED DELIVERY.
Show to whom, date, and address of delivery.

(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Carter-Mondale
Re-election Comm

3. ARTICLE DESCRIPTION:
REGISTERED NO. CERTIFIED NO. INSURED NO.
985146

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Address ☐ Restricted Agent
Anne E. Patterson CMRC

4. DATE OF DELIVERY POSTMARK

5. ADDRESS (Complete only if requested)
0:6v 4207000

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

☆GPO : 1976-385-6-4

PS Form 3811, Jan. 1979

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

1355 Memo

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one.)
☐ Show to whom and date delivered.....
☐ Show to whom, date and address of delivery.....
☐ RESTRICTED DELIVERY
 Show to whom and date delivered.....
☐ RESTRICTED DELIVERY.
 Show to whom, date, and address of delivery \$_____
 (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
David H. Schwartz

3. ARTICLE DESCRIPTION:
 REGISTERED NO. CERTIFIED NO. INSURED NO.
 _____ *947590* _____
 (Always obtain signature of addressee or agent)

I have received the article described above.
 SIGNATURE ☒ Addressee ☐ Authorized agent
[Signature]

4. DATE OF DELIVERY POSTMARK
12-18-80 *DEC 18 1980*

5. ADDRESS (Complete only if requested)
05 : 014 820700

6. UNABLE TO DELIVER BECAUSE:

☆GPO : 1979-288-948

PS Form 3811, Jan. 1979

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

✓ 1355 Memo

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one.)
☐ Show to whom and date delivered.....
☐ Show to whom, date and address of delivery.....
☐ RESTRICTED DELIVERY
 Show to whom and date delivered.....
☐ RESTRICTED DELIVERY.
 Show to whom, date, and address of delivery \$_____
 (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Richard J. Bell

3. ARTICLE DESCRIPTION:
 REGISTERED NO. CERTIFIED NO. INSURED NO.
 _____ *947591* _____
 (Always obtain signature of addressee or agent)

I have received the article described above.
 SIGNATURE ☒ Addressee ☐ Authorized agent
[Signature]

4. DATE OF DELIVERY POSTMARK
12-18-80 *DEC 18 1980*

5. ADDRESS (Complete only if requested)
05 : 014 820700

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆GPO : 1979-288-948



FEDERAL ELECTION COMMISSION

WASHINGTON D.C. 20463

December 15, 1980

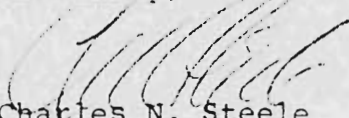
CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. David H. Schwartz
1413 K Street, N.W. Associates
c/o Potomac Development Corporation
2621 P Street, N.W.
Washington, D. C. 20007

Dear Mr. Schwartz:

This letter is to acknowledge receipt of your complaint of December 10, 1980, against Carter-Mondale Presidential Committee, Inc. and Carter-Mondale Re-Election Committee, Inc. which alleges violations of the Federal Election Campaign laws. A staff member has been assigned to analyze your allegations. The respondents will be notified of this complaint within 5 days and a recommendation to the Federal Election Commission as to how this matter should be initially handled will be made 15 days after the respondents' notification. You will be notified as soon as the Commission takes final action on your complaint. Should you have or receive any additional information in this matter, please forward it to this office. For your information, we have attached a brief description of the Commission's procedures for handling complaints.

Sincerely,


Charles N. Steele
General Counsel

Enclosure



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

December 15, 1980

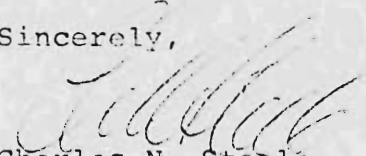
CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Richard J. Bell
1413 K Street, N.W. Associates
c/o Potomac Development Corporation
2621 P Street, N.W.
Washington, D. C. 20007

Dear Mr. Bell:

This letter is to acknowledge receipt of your complaint of December 10, 1980, against Carter-Mondale Presidential Committee, Inc. and Carter-Mondale Re-Election Committee, Inc. which alleges violations of the Federal Election Campaign laws. A staff member has been assigned to analyze your allegations. The respondents will be notified of this complaint within 5 days and a recommendation to the Federal Election Commission as to how this matter should be initially handled will be made 15 days after the respondents' notification. You will be notified as soon as the Commission takes final action on your complaint. Should you have or receive any additional information in this matter, please forward it to this office. For your information, we have attached a brief description of the Commission's procedures for handling complaints.

Sincerely,


Charles N. Steele
General Counsel

Enclosure

3-10-80

ZUCKERMAN, SPAEDER, TAYLOR & KOLKER

ATTORNEYS AT LAW

1800 M STREET, NORTHWEST
WASHINGTON, D. C. 20036

(202) 223-8606

ROGER E. ZUCKERMAN
ROGER C. SPAEDER
WILLIAM W. TAYLOR, III
PETER R. KOLKER
JOHN F. EVANS
BRUCE GOLDSTEIN

JANET M. MEIBURGER
JUDITH K. MUNGER
RICHARD A. STANLEY
LAWRENCE A. KATZ
WENDY MANZ

VIRGINIA OFFICE
1805 PRESTON ROAD
ALEXANDRIA, VIRGINIA 22302
(202) 223-8606

FLORIDA OFFICE
ZUCKERMAN, SPAEDER, TAYLOR & EVANS
PENTHOUSE, SUITE 3000
100 NORTH BISCAYNE BOULEVARD
MIAMI, FLORIDA 33132
(305) 371-7242

December 10, 1980

Charles Steele, General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Dear Mr. Steele:

Please consider this letter as a formal complaint made to the Federal Election Commission pursuant to the provisions of 11 CFR §111.4 arising from the failure of the Carter-Mondale Presidential Committee, Inc. and the Carter-Mondale Re-Election Committee, Inc. to make full and complete disclosure of campaign debts and obligations as required by 11 CFR §104.3(d) and 104.11. The specifics of this complaint are as follows:

(1) Name and Address of Complainants - The complainant is 1413 K Street, N.W. Associates, a District of Columbia Limited Partnership. This complaint is brought by the only general partners of the limited partnership, namely David H. Schwartz and Richard J. Bell on behalf of the limited partnership. The address for the limited partnership and for the general partners is c/o Potomac Development Corporation, 2621 P Street, N.W., Washington, D.C. 20007.

(2) Respondents - The respondents are: (1) Carter-Mondale Presidential Committee, Inc. and Carter-Mondale Re-Election Committee, Inc. Both are located at 2000 L Street, N.W. Washington, D.C. 20036.

(3) Nature of the Complaint - 11 CFR §104.11 provides, in pertinent part, as follows:

08:28 11030 01

(a) Debts and obligations owed by or to a political committee which remain outstanding shall be continuous reported until extinguished. (See 11 CFR 104.3(d)).

11 CFR §104.3(d) provides as follows:

(d) Reporting debts and obligations - Each report filed under 11 CFR §104.1 shall on Schedule C or D, as appropriate, disclose the amount and nature of outstanding debts and obligations owed by or to the reporting committee.


On information and belief, the undersigned complainants are of the view that both respondents have failed to follow this provision in a material respect. The complainants are the general partners of 1413 K Street, N.W., Associates which is a District of Columbia limited partnership. This limited partnership entered into a lease with the respondent Carter-Mondale Presidential Committee, Inc. for the rental of office space at 1413 K Street, N.W., Washington, D.C. The lease provided for certain rental amounts and further provided, by amendment, that the lease term would elapse on January 31, 1981. Notwithstanding this provision, the respondent Carter-Mondale Presidential Committee, Inc. abandoned the premises and has failed to pay the rent (plus associated costs, including a share of real estate taxes, utility costs and repair costs) despite the requirement of the lease that this respondent do so. Accordingly, after making due demand for prompt payment of the rental amounts, the complainants filed suit in the Superior Court of the District of Columbia. A copy of the amended complaint, together with the lease and amendments thereto, which are attached to the complaint are attached hereto in support of this complaint. Please note that the amended complaint filed in the Superior Court demands damages in the original amount of \$61,440.02, which is net of the deposit held by the landlord as security deposit under the lease. However, inasmuch as 1413 K Street, N.W., Associates has now taken possession of the property, the claim is being reduced to \$36,696.49, assuming forfeiture of the deposit of \$42,603.00.

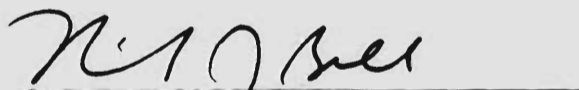
On information and belief, we are informed that the respondent Carter-Mondale Re-Election Committee, Inc., which has substantial similarity of corporate officers with Carter-Mondale Presidential Committee, Inc. listed the premises 1413 K Street, N.W., Washington, D.C. on some reports filed with the Federal Election Commission. We are of the view that for this and other reasons, Carter-Mondale Re-Election Committee, Inc.

occupied some or all of the leased space and as such became a subtenant and accordingly liable to the provisions of the lease.

On information and belief we understand that neither respondent has listed this or any other debt on the appropriate filing forms, for the period through October 16, 1980, notwithstanding that the debt was then due. This, in our judgment, constitutes a material omission from the requirements quoted above. We are therefore requesting that you take all appropriate steps to have this mis-statement corrected as soon as possible. Please advise our undersigned attorney of the steps you have taken in this regard.

Sincerely,


David H. Schwartz


Richard J. Bell

SUBSCRIBED AND SWORN TO before me, as to David H. Schwartz and Richard J. Bell this 11th day of December, 1980.


Notary Public

TOBY H. SILBERSTEIN
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires August 31, 1984


Peter R. Kolker
Attorney for Complainants

PRK:tf

3 1 7 1 0 2 3 2 3 5 3

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA

Civil Division

DAVID H. SCHWARTZ, General Partner
for 1413 K Street Associates
2621 P Street, N.W.
Washington, D.C. 20007

and

RICHARD J. BELL, General Partner
for 1413 K Street Associates
2621 P Street, N.W.
Washington, D.C. 20007

Plaintiffs

v.

CARTER/MONDALE PRESIDENTIAL COMMITTEE, INC.
2000 L Street, N.W.
Washington, D.C. 20036

Serve: Timothy G. Smith
Registered Agent
Suite 900
1666 K Street, N.W.
Washington, D.C. 20006

and

CARTER-MONDALE REELECTION COMMITTEE, INC.
2000 L Street, N.W.
Washington, D.C. 20036

Serve: S. Lee Kling
Treasurer
2000 L Street, N.W.
Washington, D.C. 20036

Defendants

Civil Action
No. 12630-80

AMENDED COMPLAINT FOR MONEY
DUE ON ACCOUNT OF BREACH OF LEASE

1. The jurisdiction of the Court is properly invoked pursuant to the provisions of 11 D.C. Code § 921.

2. Plaintiffs David H. Schwartz and Richard J. Bell are the sole general partners of 1413 K Street Associates, a District of Columbia Limited Partnership, created and existing

by virtue of the provisions of the District of Columbia Limited Partnership Act. Plaintiffs Schwartz and Bell bring the action on behalf of the said limited partnership.

3. Defendants Carter/Mondale Presidential Committee, Inc. (hereinafter "Presidential Committee") and Carter-Mondale Reelection Committee, Inc. (hereinafter "Reelection Committee") are District of Columbia not-for-profit corporations doing business in the District of Columbia.

4. The premises to which this complaint refers is a commercial office building located at and known as 1413 K Street, N.W., Washington, D.C.

COUNT I
(Breach of Lease)

5. On or about June 5, 1979 the plaintiffs, on behalf of 1413 K Street Associates, entered into a written agreement to lease and also a written lease with the defendant, Presidential Committee whereby the plaintiffs agreed to lease to the Presidential Committee certain portions of the office building at 1413 K Street, N.W., Washington, D.C., upon the terms and conditions recited therein. A copy of the agreement to lease is attached hereto as Exhibit A and a copy of the Lease is attached as Exhibit B and both are incorporated herein by reference.

6. On seven occasions the plaintiffs and defendant Presidential Committee entered into amendments to the above-described lease, pursuant to which the amount of space leased, rental payment and share of common utilities and real estate tax payments were increased. These amendments, dated July 12, 1979, July 31, 1979, September 1, 1979, September 29, 1979, October 10, 1979, January 10, 1980 and March 10, 1980 are attached hereto as Exhibits C-I inclusive and are incorporated herein by reference.

7. Pursuant to the provisions of the June 5, 1979 lease as amended, the defendant Presidential Committee agreed to lease from the plaintiffs and the plaintiffs agreed to lease to the Presidential Committee all of the floors of 1413 K Street, N.W., other than the first floor and mezzanine for an agreed upon rent, plus the payment of a proportionate share of the real estate taxes and utility costs until January 31, 1981. The lease provided for monthly payment of the rents and periodic payment of the utility and real estate tax items.

8. On or about June 30, 1980 the defendant Presidential Committee, through its Assistant Treasurer/Comptroller sent a letter to the plaintiffs stating the defendant's intention to terminate the lease effective September 28, 1980, notwithstanding that the lease, as amended, provided a January 31, 1981 termination date, which termination date had not been modified by the plaintiffs. At no time did the plaintiffs consent to an early termination but rather on July 3, 1980 the plaintiff Richard J. Bell informed the Presidential Committee by letter that plaintiffs did not consent to such early termination.

9. The defendant Presidential Committee failed and refused to pay rent for the premises for the period August 1, 1980 - September 30, 1980, notwithstanding that the same is due and payable. Moreover, on or about September 10, 1980 the Presidential Committee vacated the entire premises without the consent of the landlord.

10. As was known to the defendant Presidential Committee when it entered into its lease with the plaintiffs, the plaintiffs intend to perform certain modifications on the property, commencing

February 1, 1981. It therefore will be impossible for plaintiffs to rent out any portion of the premises for the short period now remaining. Accordingly, the plaintiffs will lose all of the rentals to which it would otherwise have been entitled.

11. In addition to the sums described above, the defendant Presidential Committee has failed to pay its share of real estate taxes due and payable for the first half of fiscal year 1981, which sum is due and payable September 15, 1980. Defendant's share of such taxes amounts to \$4,432.16.

12. In addition to the sums described above, the defendant Presidential Committee has failed to pay its share of the common utility charges, in respect to charges already levied by the utility companies. The amount of such charges known to the plaintiffs and attributable to the defendant to the date of filing this complaint amount to \$13,438.05.

13. In addition to the sums described above, the defendant Presidential Committee is liable for its proportionate share of common utility charges (92.96%) incurred to January 31, 1981, the amount of which cannot be known to the plaintiffs, and to its proportionate share of the second half of fiscal 1981 real estate taxes, amounting to \$758.79.

14. In addition to the sums described above, the defendant Presidential Committee has failed to pay the cost of repairing certain damage, which under the lease it is defendant's responsibility to pay. The amount of such bill is \$208.02.

15. In addition to the sums described above, the defendant Presidential Committee is liable for interest attributable to the sums owed to the plaintiff, commencing with the date such sum was due to the plaintiff and continuing to the date of receipt of payment, and for reasonable attorney's fees and costs due to the plaintiff in bringing this action.

16. Following is a summary of the amounts due to plaintiffs by defendant Presidential Committee, as set forth above:

Rent Due for August 1980	\$ 14,201.00
Rent Due for September 1980	14,201.00
Rent Due for October 1980 - January 31, 1981	56,804.00
First Half Fiscal 1980 Real Estate Taxes	4,432.16
Utility Charges Rendered	13,438.05
Second Half Fiscal 1981 Taxes (to 1/31/81)	758.79
Repair Bill	208.02
Plus Future Utility Charges, Interest and Attorney's Fees	
SUB-TOTAL	<u>\$104,043.02</u>
Less Credit for Security Deposit Held by Plaintiffs	- 42,603.00
TOTAL	<u>\$ 61,440.02</u>

WHEREFORE, the plaintiffs respectfully pray this Court to enter judgment against the defendant Presidential Committee in the amount of \$61,440.02, plus a share of 92.96% of the utility costs actually incurred to January 31, 1981, plus interest, costs and attorneys fees.

COUNT II
(Breach of Sublease)

17. The allegations of paragraphs (1) - (14) of this amended complaint are adopted by reference as fully as if set forth herein individually.

18. The defendant Presidential Committee subleased its space in the premises to the defendant Reelection Committee without the knowledge or consent of the plaintiffs and in violation of paragraph (18) of the lease on or about June 4, 1980.

19. The defendant Reelection Committee occupied some or all of the premises for the approximate period June 4, 1980 - September 10, 1980.

20. For the period August 1, 1980 - September 30, 1980, the Reelection Committee failed to pay rent for the premises, notwithstanding that the same is due and payable.

21. On or about September 10, 1980, the Reelection Committee vacated the entire premises without the consent of the plaintiffs.

22. By subleasing the premises without the consent or knowledge of the plaintiffs, the Reelection Committee assumed the burden of the covenants of the lease which were for the benefit of the plaintiffs, including the covenants dealing with the payment of rent, taxes, utility charges, and damages to the premises.

WHEREFORE, the plaintiffs respectfully pray this Court to enter judgment against the defendant Reelection Committee in the amount of \$61,440.02, plus a share of 92.96% of the utility costs actually incurred to January 31, 1981, plus interest, costs and attorneys fees.

COUNT III

(Breach of Lease: Rent Accrued to Date)

23. The allegations of paragraph (1) - (14) and (18) - (12) of this amended complaint are adopted by reference as fully as if set forth herein individually.

24. Plaintiff has already sustained financial loss to date as set forth below:

Rent Due for August 1980	\$14,201.00
Rent Due for September 1980	14,201.00
First Half Fiscal 1980	
Real Estate Taxes	4,432.16
Utility Charges Rendered	
to Date	13,438.05
Repair Bill	208.02
TOTAL	<u>\$46,480.23</u>

If the Court deems it premature to cumulate the anticipated loss of rents attributable to the period from the date of filing this complaint to the date of termination of the lease (January 31, 1981) then the deposit held by plaintiffs amounting to \$42,603 is not properly credited in reduction of the amount owed by defendants.

WHEREFORE, in the alternative to the relief demanded in Counts I and II of the Amended Complaint, the plaintiffs demand judgment against the defendants jointly and severally in the amount of \$46,480.23, plus interest, attorney's fees and costs incident to the bringing of this law suit.

Respectfully submitted,

Peter R. Kolker
D.C. Bar #25478
ZUCKERMAN, SPAEDER, TAYLOR & KOLKER
1800 M Street, N.W.
Washington, D.C. 20036
202/223-8606

Attorney for Plaintiffs

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this ____ day of October, 1980, copies of the foregoing Amended Complaint For Money Due On Account of Breach of Lease were mailed by first class mail, postage prepaid to James Eastman, Esquire, 1120 20th Street, N.W., Suite 300 South, Washington, D.C. 20036.

Peter R. Kolker

J-111
663
Carter

AGREEMENT TO LEASE

This Agreement to Lease is made as of the 5th day of June, 1979 by and between 1413 K Street N.W. Associates, a D.C. Limited Partnership (hereinafter called "Associates") and Carter-Mondale Presidential Committee, Inc., a D.C. non-profit corporation (hereinafter called "Carter").

RECITALS

WHEREAS Associates own a building at 1413 K Street, N.W., Washington, D.C. (the "Building"), and said Building has 14 separate floors; and

WHEREAS Carter shall have need for space at an increasing rate from the date of this Agreement through the end of 1979 and shall need space until the end of January, 1981; and

WHEREAS the existing Tenants of the Building occupy the floors and have leases with expiration dates or current notice requirements to vacate as set forth on Exhibit A hereto; and

WHEREAS Associates is willing to replace the Tenants on Exhibit A by leasing space to Carter.

NOW THEREFORE IT IS AGREED AS FOLLOWS.

1. Associates has provided a list of Tenants, floors occupied, and notice required to reacquire all of the floors in the Building and said list is attached as Exhibit A.
2. Carter shall execute, simultaneously with the execution of this agreement, a lease for the 7th and 11th floors of the Building (hereinafter called the "Lease"), which Lease is attached hereto as Exhibit B.
3. The Lease is written on a month-to-month basis with a provision for ninety days notice from the beginning of any calendar month prior to termination by either party. Carter will occupy additional floors as they become available over the next eight to ten months. As each floor or group of floors is added to the demised premises of the Lease, an amendment to Lease affecting the following specific terms shall be executed by Carter and Associates and attached to the Lease.
 - a. Under Section 3 of the Lease, the rent shall increase by One thousand one hundred thirty-five dollars (\$1,135) per floor, per month, for floors 2-12, and shall increase by Eight hundred fifty-eight dollars (\$858) per floor, per month for floors 13 and 14.
 - b. Under Section 4 of the Lease, the percentage of all increases in Real Estate Taxes to be paid by Carter shall increase by 7.36% per floor for floors 2-12 and by 6.00% per floor for floors 13 and 14.
 - c. Under Section 6 of the Lease, the percentage of the cost of furnishing utilities to the building which is paid by Carter shall increase by 7.36% per floor for floors 2-12 and by 6.00% per floor for floors 13 and 14.
 - d. Under Section 25 of the Lease, the amount of Security Deposit deposited by Carter with Landlord shall be increased by Three thousand four hundred five dollars (\$3,405) per floor for floors 2-12 and by Two thousand five hundred seventy-four dollars (\$2,574) per floor for floors 13 and 14.
 - e. Commencement dates shall be set forth for each floor separately.

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4. Associates have received notice from the current Tenant on the eighth floor that they shall vacate said floor on or before June 30, 1979. Associates shall prepare the eighth floor for occupancy by Carter and Carter shall lease and occupy this floor as soon as it shall be ready.
 5. Associates agree to immediately give notice to the Tenants of floors 2, 3, 4, 5, 6, 9, 10 and 12 and to use their best efforts to make these floors available for lease by Carter as close to October 1, 1979 as is reasonably possible. Carter agrees to lease these floors and occupy them as soon as they are ready following October 1, 1979 or earlier if they become ready for occupancy and Carter has need for the space.
 6. Associates agree to give appropriate notice to the current Tenants on floors 13 and 14 to make those floors available for occupancy by Carter on or before January 1, 1980. Carter agrees to lease these floors and occupy them as soon as they are ready following December 31, 1979 or earlier if they become ready for occupancy and Carter has need for the space.
 7. As soon as Carter has leased any six of the eight floors listed under paragraph 5 above, the parties hereto agree to immediately execute a further Amendment to Lease which shall change Section 1 of the Lease. "Demised Premises - Term" by deleting "on a month-to-month basis. Either party may terminate this lease by giving notice to the other party of intent to terminate of not less than ninety days from the beginning of any calendar month during the term of this lease or any extension hereof." The following new sentence shall define the "term" of the Lease. "This Lease shall expire without notice to either party on January 31, 1981."
 8. Notwithstanding the provisions set forth in paragraph 5 above which requires Carter to lease the eight floors listed therein as soon as they are ready following October 1, 1979, if less than six of the eight floors are ready for lease and occupancy by November 15, 1979, Carter shall have the option of declining to rent any additional floors beyond those which were ready and leased prior to November 15, 1979. Furthermore, if Carter takes this option and refuses to lease any further floors, unless Carter shall later lease six or more of the floors listed in paragraphs 5 or 6 above, the provisions of paragraph 7 shall be of no force and effect and the Lease shall remain on a month-to-month basis with the notice provisions as stated therein.
 9. Notwithstanding anything to the contrary contained herein, if Associates use their best efforts to provide six or more floors to Carter and are unable to do so as a result of any Tenant or Tenants refusing to vacate the respective floor or floors, Associates shall have no liability to Carter for any consequential damages arising from Associates' inability to provide such floor or floors and Carter's only remedies shall be to terminate its month-to-month Lease and/or to refuse to take additional space as provided above.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their properly designated officers or partners as of the day and year first written above.

1413 K Street N.W. Associates

By: W. J. Bell
General Partner

By: David H. Schwartz
General Partner

Carter-Mondale Presidential Committee, Inc.

By: Edward D. Della
President

Attest: Timothy A. Smith
Secretary

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THIS LEASE AGREEMENT IS MADE AS OF THE _____, 1979, and between 1413 K Street N.W. Associates, a District of Columbia limited partnership with offices at 2621 P Street, N.W., Washington, D.C. 20007 (hereinafter called "Landlord"), and Carter-Mondale Presidential Committee, Inc., a District of Columbia Non-profit Corporation with offices at P.O. Box 500, Washington, D.C. 20044 (hereinafter called "Tenant").

Intending to be legally bound, Landlord and Tenant hereby agree as follows:

1. Demised Premises - Term

Landlord hereby lets and demises to Tenant, and Tenant rents from Landlord, the premises known as the seventh (7th) and eleventh (11th) floors (including the four bathrooms located two each on the seventh and eleventh floors), 1413 K Street, N.W., Washington, D.C. 20005 for a term beginning on the 5th day of June, 1979, hereinafter called the commencement date on a month-to-month basis. Either party may terminate this lease by giving notice to the other party of intent to terminate of not less than ninety days from the beginning of any calendar month during the term of this lease or any extension hereof.

2. Proportionate Rent

If the rental due under this Lease Agreement, as specified in Paragraph 3 below, shall begin or expire on a day other than the first day of a calendar month, proportionate rent shall be paid at the rate specified in Paragraph 3 of this Lease Agreement for any partial month at the beginning or end of the term.

3. Rent

Tenant shall pay rent to Landlord in lawful money of the United States in equal monthly installments of Two Thousand Two Hundred Seventy and no/100 Dollars (\$2,270.00) for the term of this lease and any extensions hereof.

All rental shall be paid in equal monthly installments payable in advance on the first day of each and every calendar month during the term hereof; however, nothing in this Paragraph 3 shall preclude Tenant from making rental payments in advance of the date provided for in this sentence. Every installment of rent shall be payable by check subject to collection, without notice or demand or set-off at the address of the Landlord specified hereafter for the giving of notices to Landlord or at such other address as Landlord, by timely written notice to Tenant, may specify. Rental checks should be made payable to Potomac Development Corporation, Agent.

4. Real Estate Taxes

4.1 Landlord pays all real estate taxes on a base year basis; tenant pays its share of increased taxes.

Landlord will pay the base real estate taxes for all years during the term of this Lease. Base real estate taxes shall be defined as the real estate taxes imposed upon the building and land (or the larger premises of which the demised premises form a part) in the fiscal year 1979. Tenant agrees to pay to Landlord as additional rent 14.72% of all increases (during

the term of Tenant's occupancy) in real estate taxes, general and specific, imposed in excess of the base real estate taxes within thirty (30) days after notice from Landlord, with payment to be made to Landlord or its agent.

4.2 Tenant may contest validity or amount of real estate taxes or impositions.

Tenant may, without postponement of payment, bring proceedings for contesting the validity or amount of any real estate tax or imposition, or to recover payments therefor, and Tenant agrees to save Landlord harmless from all costs and expenses in connection therewith. Landlord shall cooperate with Tenant with respect to such proceedings to the extent reasonably necessary, but all costs, fees and expenses incurred in connection with such proceedings shall be borne by Tenant. Tenant will give Landlord written advance notice of Tenant's intention to make any such contest.

4.3 Apportionment of real estate taxes and impositions.

In the event that any item constituting an imposition is not levied against the demised premises as a separate entity, but is levied against a larger piece of real estate of which the demised premises are a part, then Tenant shall pay its pro rata share of such item (determined in the manner set forth in 4.1) directly to Landlord upon demand, and Landlord shall pay such item directly to the imposing party.

5. Tenant's Use

Tenant shall use the demised premises for general offices associated with a non-profit corporation engaged in a political campaign and for no other use without Landlord's prior written consent. However, such use may be expanded in accordance with Section 18 of this Lease in the event of an approved sublet or assignment.

Tenant shall comply with all laws and ordinances of local authorities and other governmental agencies, as applicable. Tenant will not permit a nuisance to exist on the demised premises and shall in no way use the demised premises in a fashion which is harmful to it or puts weight or other stress on any part of the demised premises beyond the safe capacity thereof. General office use which avoids excessively heavy equipment does not exceed such safe capacity. Tenant shall not permit cooking or sleeping in the demised premises by its employees or other persons at any time. Coffee service areas may be maintained.

Tenant agrees, at its own cost and expense, to comply with all of the rules and regulations of the Fire Insurance Rating Organization having jurisdiction in the area which includes the demised premises or the rules and regulations of any similar body. If, at any time and from time to time, as a result of or in connection with any failure by Tenant to comply with the foregoing sentence or any act of omission or commission by Tenant, its employees, agents, contractors or licensees, or as a result of or in connection with the use to which the demised premises are put (notwithstanding that such use may be for the purpose hereinbefore permitted or that such use may have been consented to by Landlord), the fire insurance rate(s) applicable to the demised premises, or the building in which same are located, or to any other premises in said building,

or to any adjacent property owned or controlled by Landlord, or an affiliate of Landlord, and/or to the contents in any or all of the aforesaid properties, shall be higher than that which would be applicable for the least hazardous type of occupancy legally permitted therein, Tenant agrees that it will pay to Landlord, on demand, as Additional Rental, such portion of the premiums for all fire insurance policies in force with respect to the aforesaid properties and the contents of any occupant thereof as shall be attributable to such higher rate(s). If Tenant installs any electrical equipment that overloads the lines in the demised premises or the building in which the demised premises are located, Tenant shall, at its own cost and expense, promptly make whatever changes are necessary to remedy such condition and to comply with all requirements of the Landlord and, upon notice from Landlord, with requirements of the Board of Fire Insurance Underwriters and any similar body and any governmental authority having jurisdiction thereover. For the purposes of this paragraph, any finding or schedule of the Fire Insurance Rating Organization or any similar organization having jurisdiction shall be deemed to be conclusive.

Tenant will, at its own cost and expense, promptly comply with and carry out all orders, requirements, or conditions now, or hereafter, imposed upon it by ordinances, laws, or regulations of all levels of government including the municipality of the District of Columbia or the Courts, during the term of this Lease, relating to the demised premises and the business conducted by it thereon.

6. Cost of Services and Assessments

(a) Tenant shall pay when due the cost of all services to be supplied to the demised premises throughout the term of this Lease, including, without limitation, all charges for water, sewer, electricity, gas, oil, and janitor services. Landlord is not obligated to provide or pay for any service to the demised premises, except as otherwise specifically provided in this agreement.

The parties hereby recognize and acknowledge that the utilities which serve the demised premises are electricity, gas, oil for heating and water and sewer; and that Landlord has at the present time, one meter for each of said utilities which serve the entire building of which the demised premises form a part. It is hereby further recognized that Landlord shall contract directly with the appropriate utility companies for each of the above said utilities in order to furnish said utilities for the building, and the parties desire to set forth their agreement and understanding with respect to Tenant's obligation to make payment to Landlord for Tenant's share of the cost of utilities necessary in the operation of the building. Accordingly, Tenant shall pay to Landlord (as additional rent) as the Tenant's pro rata share, 14.72% of the cost of furnishing said utilities for the building unless it becomes possible for Landlord to install submeters, at which time a portion of each bill for utilities furnished to the building shall be computed by a submeter reading. Landlord shall bill Tenant when and if utility billings are received for the building and the Tenant shall pay to Landlord as additional rent its pro rata share or submetered share, whichever the case may be, of each such bill within fifteen (15) days after each such bill is rendered to Tenant by the Landlord. Failure of Tenant to promptly pay any such bill for

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utilities within the time and in the manner specified in this paragraph shall constitute a breach and default by Tenant under this Lease, entitling Landlord to exercise all remedies for Tenant's defaults as provided in this Lease or at law. The costs of furnishing utilities to the building of which Tenant is to bear its share as herein set forth shall include costs of the utilities, transportation charges, if any, delivery charges, if any, and other related costs. It is expressly understood and agreed that Landlord shall have no liability whatsoever to Tenant in the event of any unavailability or interruption in the furnishing of utilities to the building or the demised premises (whether caused by shortage, allocations imposed by government authority or otherwise) and that same shall not constitute a breach of Landlord's obligations under the Lease and shall not entitle the Tenant to any abatement or reduction of rent or other sums payable hereunder, nor shall such occurrences entitle Tenant to cancel this Lease. However, Landlord shall use its best reasonable efforts to obtain utilities for the building. Tenant shall have the right to inspect all bills for utilities used in computing the utility payment required of Tenant.

It is understood that should any of the building of which the demised premises form a part be leased to or occupied by a Tenant whose use of the premises consumes larger than normal amounts of any utility, and if at this time pro-ratio rather than submetering of utilities is being done, Landlord and Tenant will meet with the other Tenants of the building to reach a new agreement on pro-ratio of utilities that will reflect the disproportionate use.

(b) Landlord agrees to provide trash receptacles to be used in common by all tenants occupying 1413 K Street, N.W. And Landlord further agrees to pay for the reasonable cost of normal trash collection but not for exceptional collections resulting from Tenant's operations. Tenant shall pay, as additional rent, the cost of any exceptional collections necessitated by Tenant's trash. Tenant shall haul all of its trash to the receptacles.

7. Maintenance and Repairs

Tenant accepts the demised premises in "as is" condition with Landlord's only obligation to prepare the space for Tenant's occupancy to be the painting of the walls and ceilings, plaster or drywall repair of major damaged areas in the walls and ceiling, cleaning, and repair of all plumbing, lighting, heating and air-conditioning systems as necessary to make them operational. Carpets will be cleaned or removed if cleaning is not possible. Landlord will not repair minor cracks and holes in the tile floors. Landlord will not make structural alterations, move lighting fixtures, or add electrical outlets. Landlord will insure that at least one existing electrical outlet is operational for each 12' linear run of wall but will not add additional electrical outlets if outlets do not exist within such 12' run.

Landlord has informed Tenant that the existing heating/air-conditioning system is adequate overall but may provide less than uniform temperatures within different areas of the demised premises. Tenant has agreed to accept this condition within the definition of its "as is" acceptance of the space.

Landlord shall maintain the exterior structure, roof, elevators, fire stairwells, lobby (except to the extent Tenant shall occupy lobby space for security, in which case Tenant shall maintain such space), basement, common entrances, exits, and outside areas, heating and air-conditioning system, plumbing, electrical, and lighting systems in the demised premises and the common areas of the building. Promptly after becoming aware of a defect or injury to the demised premises, Tenant shall advise Landlord in writing. Landlord shall with reasonable promptness undertake to correct any such defect or injury with minimum inconvenience to Tenant. Landlord shall not be responsible for any repairs caused by an act or neglect of Tenant, Tenant's employees or agents.

Tenant at its sole cost and expense shall keep the entire interior of the demised premises, with the exception of Landlord's obligations as detailed above, in good condition and repair, reasonable wear and tear excepted, and will make all replacements thereto of like quality when beyond repair. Tenant's obligations shall include, but not be limited to, replacing all light bulbs and broken glass, all necessary repainting, and the performance of regular janitorial maintenance in the demised premises.

8. Fire or Other Casualty

(a) If the demised premises shall be damaged by fire or other casualty, but are not thereby or by means of repairs being made rendered untenable in whole or part, Landlord will cause the demised premises to be repaired to the condition in which they were immediately prior to the fire or casualty and the rent shall not be abated. If by reason of any such fire or other casualty, the demised premises shall be rendered untenable only in part, Landlord will cause the demised premises to be repaired to the condition in which they were immediately prior to the fire or casualty and rent meanwhile shall be abated proportionately as to the portion under repair. If the demised premises shall be rendered wholly untenable by reason of such fire or casualty and if the rights of termination under (c) of this section are not exercised, Landlord will cause the demised premises to be repaired to the condition in which they were immediately prior to the fire or casualty and rent meanwhile shall be wholly abated.

(b) In the event any damage which renders the demised premises untenable in part is not repaired by Landlord, and the entire demised premises made reasonably usable and available to Tenant within a period of three (3) months following the occurrence of such damage, Tenant shall have the option of terminating this Lease by written notice to Landlord.

(c) In the event of destruction of the premises such as to render the premises wholly untenable or unusable for occupancy by Tenant, this Lease may be terminated at the option of either Landlord or Tenant by giving written notice to the other party of intent so to terminate.

9. Insurance

Landlord shall maintain at Landlord's own cost and expense during the term of the Lease, fire insurance with extended coverage in an amount deemed sufficient by Landlord. Tenant shall refrain from any act or acts which shall cancel or reduce the fire insurance coverage.

Tenant shall maintain at its own cost and expense comprehensive liability insurance naming Landlord and Tenant as parties insured with limits of at least Five hundred thousand dollars (\$500,000) for death or injury to one person, not less than One million dollars (\$1,000,000) for death or injuries arising out of the same accident, and for property damage in an amount not less than One hundred thousand dollars (\$100,000). Tenant shall cause a certificate evidencing the existence of such coverage to be delivered from time to time to Landlord so that Landlord shall have evidence of this coverage at all times, and such policy shall require not less than ten (10) days prior written notice of cancellation to Landlord, which notice shall be noted on the certificate. Landlord shall maintain at its own cost and expense similar insurance against any liability arising by reason of any improvements made to the property by Landlord and Landlord agrees to indemnify and hold Tenant harmless by reason of any such liability.

Landlord and Tenant, respectively, hereby release each other from any and all liability or responsibility to the other or anyone claiming through or under it or them by way of subrogation, or otherwise, for any loss or damage to property caused by the fault or negligence of the other party, or any one for whom such party may be responsible, provided, however, that this release shall be applicable and in force and effect only with respect to any loss or damage occurring during such time as the policy or policies of insurance covering said loss permit such releases or shall contain a clause or endorsement to the effect that this release shall not adversely affect nor impair such insurance or prejudice the right of the insured to recover thereunder. If any policy does not permit such a waiver, and if the party to benefit therefrom requests that such a waiver be obtained, Landlord and Tenant agree to obtain an endorsement to their insurance policies permitting such waiver of subrogation if it is available and if such policies do not provide therefor. If an additional premium is charged for such waiver, the party benefiting therefrom, if it desires to have the waiver, agrees to pay to the other the amount of such additional premium promptly upon being billed therefor.

10. Alterations and Additions

Tenant shall not make any alterations or additions to the demised premises without first securing Landlord's written approval, which approval shall not be unreasonably withheld. However, Tenant without such prior written approval may make minor interior alterations or improvements if such alterations or improvements do not damage, reduce the value of nor impair the structural strength of the premises. All alterations, additions and improvements shall be

a part of the demised premises and become the property of the Landlord, except that at the expiration of this Lease, Tenant shall remove any alterations, additions, or improvements and restore the demised premises to the condition existing at the time of occupancy if so directed by Landlord.

Anything in this Lease to the contrary notwithstanding from time to time during the term and at the end of the term, Tenant may install and remove Tenant's trade fixtures, personal property, business machines and equipment ("equipment"). Tenant shall, at or before the termination of this Lease, repair any damage caused by the installation or the removal of said equipment.

11. Condemnation

If the entire demised premises are permanently or temporarily taken for any public or quasi-public use under any statute, or by eminent domain, or by purchase in lieu thereof (hereinafter collectively called "condemnation"), this Lease will terminate on the date of the taking or transfer of title by deed to the condemning authority.

If any portion less than the whole of the demised premises shall be taken by condemnation so that it shall be impractical or impossible for Tenant properly to conduct its business on the premises remaining after such taking, then the Tenant may upon thirty (30) days written notice to Landlord terminate this Lease, and thereupon Tenant shall have no obligations under this Lease except for such accrued rent prior to the date of termination and all rentals shall be paid up to that date.

If the Lease is not terminated as provided above, then Landlord shall restore at its cost and expense, and to the extent possible, the remaining portion of the demised premises to the condition in which they were immediately prior to such taking. The rent and other charges payable as rent hereunder shall abate during the period of such restoration, if the demised premises are not usable and not used by Tenant during such period, or shall abate proportionately otherwise. The rent and other charges payable in the nature of rent hereunder shall, after restoration, be appropriately adjusted to reflect any curtailment of the usefulness of the premises to the Tenant and its conduct of its business.

In the event of either a partial or entire taking Tenant shall in no way share in, and hereby waives in favor of Landlord, the condemnation award or compensation attributable in whole or in part to the fair market value of the demised premises, or to the value of Tenant's leasehold in the demised premises. Notwithstanding the foregoing, however, Tenant does not waive in favor of Landlord and may make a claim for and receive from the condemning authority any compensation attributable to Tenant's own equipment and any expenses for which Tenant may be entitled to receive separate compensation under law.

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If any mechanic's, laborer's or materialman's lien shall at any time be filed against the demised premises or any part thereof or Tenant's estate therein, Tenant, within fifteen (15) days after notice of the filing thereof, will cause it to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, Landlord may, but shall not be obligated to, discharge it either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings, and in any such event, Landlord shall be entitled, if Landlord so elects, to compel the prosecution of any action for the foreclosure of such lien by the lienor with interest, costs and allowances. Any amount so paid by Landlord and all costs and expenses incurred by Landlord in connection therewith, together with interest thereon at the highest rate allowed by law (but not more than 12% per annum), from the respective dates of Landlord's making of the payments and incurring of the costs and expenses, shall constitute additional rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord on demand.

14. Default by Tenant

The occurrence of any one of the following shall constitute an event of default by Tenant:

(a) failure by Tenant to pay any sum required to be paid by this Lease within fifteen (15) days from the date said sum is required to be paid, or

(b) failure by Tenant to perform or comply with any other covenant or condition of this Lease to be performed or complied with by it within ten (10) days of receipt from Landlord of written notice thereof, or

(c) if Tenant shall (i) become insolvent or (ii) make an assignment for the benefit of creditors, or (iii) be adjudicated a bankrupt or (iv) file or have filed against it a bill in equity or otherwise initiate proceedings for the appointment of a receiver of its assets or shall file a petition or otherwise initiate proceeding in any court for a composition with its creditors for relief in any manner from the payment of its debts when due under any State or Federal law or (v) has any bill, proceedings or petition specified in preceding (iv) brought against it which is not dismissed within sixty (60) days.

15. Landlord's Remedies

In addition to all other remedies available to Landlord at law or equity, upon the occurrence of an event of default by Tenant, Landlord at its option may:

(a) terminate this Lease and all the estate of Tenant in the demised premises by giving Tenant twenty (20) days notice of termination, and Tenant shall thereupon surrender the demised premises in the same condition and with the same effect (except as to Tenant's continuing liability for amounts due and unpaid and for damages) as if the full term of this Lease had expired, and if Tenant shall fail to surrender the demised premises, Landlord may use such force as necessary to enter, including the breaking of locks, and may

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Tenant agrees to indemnify and save harmless Landlord from and against any and all claims by or on behalf of any person or persons, firm or firms, or corporation or corporations arising from the occupancy, conduct, operation or management of the demised premises or from any work or thing whatsoever done or which was not done in and on the demised premises, or arising from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease, or under the law, or arising from any act, neglect or negligence of Tenant, or any of its agents, contractors, servants, employees, or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation occurring during the term of this Lease, in or about the demised premises (or the building or any part of the building of which the demised premises may form a part, or on the sidewalks or street adjoining the same), and from and against all costs, expenses and liabilities incurred in connection with any such claim or action or proceeding brought thereon (including without limitation the reasonable fees of attorneys, investigators and experts) except for any such accident, injury or damage caused in connection with the exercise of Landlord's right or the performance of Landlord's duties under this Lease; and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant upon notice from Landlord covenants at Tenant's cost and expense to resist or defend such action or proceeding or to cause it to be resisted or defended by an insurer. Provided that Tenant shall not be liable for any injury, damage, or claim with respect to the demised premises or building, or areas adjacent to the building that is due to the negligence of Landlord or that arises from any breach or default on the part of Landlord in the performance of any covenant or agreement on the part of Landlord to be performed pursuant to the terms of this Lease.

13. Liens

Tenant shall not suffer nor permit any mechanic's liens to be filed against the fee of the demised premises or Landlord's and Tenant's leasehold interest therein because of work, services or materials supplied or claimed to have been supplied to Tenant or anyone through or under Tenant. Tenant shall not suffer nor permit any lien to be placed upon the demised premises by any public authority arising out of any water or sewer services or other utility services furnished thereto, or any public improvements benefitting the demised premises to the extent Tenant is obligated to pay for such services or improvements. Prior to the commencement by Tenant of any alterations or additions (as provided in paragraph 10), Tenant shall deliver to Landlord, in recordable form, a duly executed waiver of liens from any contractor or sub-contractor employed directly or indirectly by Tenant.

Tenant shall pay, when due and prior to the time that any lien or charge may be imposed upon the demised premises for nonpayment thereof, the amount of any assessment or charge made by a public utility or municipal or other public body against the demised premises for any improvement benefitting Tenant, provided, however, that if such payment by law may be made in installments without a lien being imposed on the demised premises, Tenant may elect to make such payment in the greatest number of installments permitted, and in the event of such an election, Tenant shall be obligated to pay only the interest and assessment amount that accrues during the term of this Lease.

remove and store any of Tenant's property found on the demised premises at Tenant's expense;

(b) with or without terminating this Lease re-enter and repossess the demised premises, or any part thereof, and relet for the Tenant's benefit or attempt to relet for the Tenant's benefit any or all parts thereof upon such terms and conditions and to such persons or entities, for such uses, and for such period or periods of time as Landlord, in its sole discretion, shall determine, including a term beyond the original expiration date of this Lease. For the purpose of such reletting, Landlord may make repairs, alterations, redecorations, or additions to the demised premises to the extent it determines to be desirable or convenient, and the cost of such work shall be charged to and payable by Tenant on demand as additional rent hereunder, as well as reasonable brokerage and legal fees incurred by Landlord. Landlord shall make a reasonable effort to relet the demised premises, however, Landlord shall not be responsible nor liable for any failure to relet the demised premises or any part thereof, nor for any failure to collect any rent upon such reletting.

(c) pay or perform for the account of Tenant any obligation or work to be paid or done by Tenant pursuant to the provisions of this Lease which Tenant has failed to pay or do, and Landlord may re-enter and repossess such part of the demised premises as may be necessary to perform such work. Tenant shall pay to Landlord on demand as additional rent the amount so paid by Landlord or expended by Landlord to do the work or otherwise cure the default by Tenant, together with interest on amounts expended at the rate of ten (10) percent per annum. Notwithstanding anything above requiring Landlord to give notice to Tenant as a condition to the occurrence of an event of default, in an emergency where there is an immediate threat to the demised premises, unless payment is made or work done, Landlord may pay or perform obligations on behalf of Tenant which Tenant has failed to pay or perform after notice to Tenant as much in advance as practicable under the circumstances prior to Landlord's payment or performance on behalf of Tenant.

Failure by either party to insist upon the strict performance of any covenant, agreement, or condition of this Lease, or to exercise any right or remedy hereunder, and acceptance of any part of full rental payment or other compensation payable hereunder, shall not constitute a waiver of the future breach of any such covenant, agreement, or condition arising by reason of such conduct. There shall be no waiver of any covenant, agreement or condition except by written agreement of the party to be charged with the waiver. Notwithstanding the provision set forth above, the acceptance by Landlord of any rent from Tenant shall be construed as a waiver of the specific default which resulted from the late payment of said rental. The rights and remedies given to Landlord in this Lease and by law or equity are separate and cumulative, and no one of them, whether or not exercised by Landlord, shall be deemed to be in exclusion of others as provided for herein or by law or equity.

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16. Quiet Possession

Landlord covenants and agrees that, so long as Tenant keeps and performs each and every covenant and condition contained herein to be kept and performed by Tenant, Tenant shall quietly possess and enjoy the demised premises without hindrance or molestation by Landlord or any party claiming under or by Landlord, subject to all of the terms and conditions of this Lease.

17. Subordination

This Lease and the estate of Tenant hereunder are and shall be subject and subordinate to the lien of any mortgage, whether now existing or hereafter created or placed upon the demised premises, or any part thereof, and to all renewals, modifications, consolidations, and extensions thereof. At the request of Landlord, Tenant shall from time to time execute and acknowledge and deliver to Landlord documents in recordable form that may be reasonably necessary to subordinate and confirm the subordination of this Lease and all rights of Tenant hereunder to mortgages created after the date hereof, and in the event that Tenant fails or neglects to execute and acknowledge and deliver such subordination instrument, Tenant hereby irrevocably nominates and appoints Landlord as Tenant's proper and legal attorney-in-fact for such purpose. Notwithstanding the foregoing, all mortgages hereafter placed upon or deeds of trust with respect to the demised premises to which this Lease is subordinate shall provide that as long as there is no default by Tenant under this Lease the holder of such mortgage cannot disturb the possession of Tenant or affect the Tenant's rights under this Lease, notwithstanding any default under such mortgage or deed of trust.

18. Assignment and Subletting

Tenant shall not without the written consent of Landlord assign this Lease nor sublet any portion of the demised premises, nor mortgage, pledge or encumber its leasehold interest created hereby, which consent will not be unreasonably withheld.

Landlord may assign its interest in this Lease in connection with a sale of the fee of the demised premises, or to a party who may control the fee of the demised premises by some other means, provided the assignee assumes and is bound by all of the obligations of Landlord hereunder. In the case of a sale of the fee of the demised premises the Landlord named herein (and each subsequent Landlord making such an assignment) shall be released from all liability hereunder, provided the purchaser assumes and is bound by all of the obligations of Landlord hereunder.

19. Tenant's Certificate

Tenant shall from time to time within thirty (30) days of any request by Landlord execute and deliver to Landlord a certificate in form for recording stating that this Lease is in full force and effect, has not been modified (or, if it has been modified, identifying the modifications), that to the best of Tenant's knowledge no default exists on the part of either Landlord or Tenant (or, if such a default does exist, specifying the default) and specifying the date to which rent and other charges have been paid by Tenant hereunder. It is intended that any purchaser or mortgagee of Landlord's fee interest in the demised premises or any assignee of Landlord's interest in this Lease may rely on such a certification by Tenant.

20. Inspection

Landlord shall have the right to inspect all parts of the demised premises at reasonable times during business hours. Landlord may show the interior and exterior of the demised premises to prospective tenants and display appropriate signs on the demised premises during the last ninety (90) days of the term of this Lease. Landlord may show the interior or exterior of the demised premises to prospective purchasers at reasonable times during business hours during the entire term of this Lease.

21. Surrender

At the expiration or earlier termination of the term of this Lease, Tenant shall surrender and deliver possession of the demised premises and all improvements and alterations thereto in good condition and repair, broom clean, subject only to reasonable wear and tear, and Tenant shall remove all of its signs and personal property used in its business which are not servicing the building.

22. Signs

Tenant shall have only the right to be included in the building directory maintained by Landlord. Tenant shall not place any signs in the windows of the demised premises, anywhere in any common area nor on the exterior of the building.

23. Notices

All notices to be given to either party hereunder shall be in writing and shall be hand delivered, sent by telegraph or by registered or certified U.S. Mail, return receipt requested, to the following address:

If to Landlord: Potomac Development Corporation, Agent,
2621 P Street, N.W., Washington, D.C. 20007.

If to Tenant: Carter-Mondale Presidential Committee, Inc.
1413 K Street, N.W., Washington, D.C. 20005 (the demised premises) after occupancy; but to Carter-Mondale Presidential Committee, Inc. P.O. Box 500, Washington, D.C. 20044 prior to occupancy of the demised premises.

The party to whom notice is to be given may change the address of the giving of notices set forth above by delivering notice of such change to the other party.

24. Brokerage

Tenant represents and warrants to Landlord that it has had no dealings, negotiations or consultations with any broker or agent in connection with this Lease. Should any broker or agent claim a commission from Landlord with respect to this Lease based upon its assertion that it introduced Tenant to the demised premises, Tenant agrees to indemnify and hold Landlord harmless from and against any loss or liability suffered by Landlord by reason of any such successful assertion by a broker or agent.

25. Security Deposit

Tenant has deposited with Landlord as security for the within Lease Agreement the sum of Six thousand eight hundred ten Dollars (\$6,810.00). If, at any time during the term of this Lease, Tenant shall default in the payment of rent, Landlord may apply said sum to cure the default, the right to so apply being hereby expressly granted to Landlord. In such event, Tenant shall restore said deposit to the original amount within ten (10) days after demand therefor by Landlord or its Agent.

In the event said deposit is not used or used up as provided for above or below, then said deposit shall be returned to Tenant within thirty (30) days after termination of this Lease Agreement provided an inspection of the building by Landlord and its Agent establishes that the building is being surrendered to the Landlord in substantially the same condition in which it was received by Tenant, ordinary wear and tear excepted. If Landlord, as a result of such inspection, deems that building is not in substantially the same condition in which it was received by Tenant, then Landlord shall have the right to apply the security deposit against the sum required to return the condition of the building to that in which it was received by Tenant.

26. Building Security

Landlord will not provide security guards or security equipment for the building. Landlord is not responsible for the security of the demised premises. All personal property and equipment in the demised premises shall be and remain at Tenant's sole risk, and Landlord shall not be liable for any damage to or loss of such personal property and equipment arising from the acts of Landlord or other persons. Tenant shall be responsible for securing the demised premises. Landlord will allow Tenant to maintain a security guard in the lobby of the building at Tenant's expense. Tenant at its sole cost and expense may also locate a desk and install a telephone in the lobby for security purposes. However, prior to allowing a guard to begin work in the lobby, Tenant agrees to consult with Landlord and Tenant regarding the responsibilities and authority of such a guard relative to other Tenants and their visitors.

27. Miscellaneous

The headings preceding each section of this Lease are for convenience of reference only and shall not affect the construction or meaning of the provisions hereof.

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If any part of this Lease is found to be invalid or unenforceable, it shall not affect any remaining portions of this Lease, which shall continue to be in full force and effect and severable from any invalid provision.

This Lease, including the exhibits hereto, constitute the entire agreement between the parties and shall not be modified except by written agreement between the parties.

This Lease is legally binding upon the parties hereto and their successors and assigns (the right of the parties hereto to assign their respective interest in this Lease is limited as set forth in Section 18 above).

28. Definition of Landlord

The word "Landlord" is used herein to include the Landlord named above and any subsequent owner of the demised premises, as well as their respective heirs, personal representatives, successors and assigns, each of whom shall have the same rights, remedies, powers, authorities and privileges as he would have had had he originally signed this Lease as Landlord, but any owner of the demised premises, whether or not named herein, shall have no liability hereunder after he ceases to hold title to the demised premises, except for obligations which may have theretofore accrued. Landlord shall be under no personal liability with respect to any of the provisions of this Lease, and if Landlord is in breach or default with respect to Landlord's obligations or otherwise under this Lease, Tenant shall look solely to the equity of Landlord in the demised premises for the satisfaction of Tenant's remedies. It is expressly understood and agreed that Landlord's liability under the terms, covenants, conditions, warranties and obligations of this Lease shall in no event exceed the loss of Landlord's equity interest in the demised premises.

IN WITNESS WHEREOF, Landlord and Tenant have hereunto set their hands and seals as of the day and year first above written.

1413 K Street N.W. Associates

By: W. J. Bell
General Partner *David Parker*

By: David H. Schmitt
General Partner *General Partner*

Carter-Mondale Presidential Committee, Inc.

By: Edward D. Dulle
President

Attest: Timothy H. Smith
Secretary

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AMENDMENT TO LEASE

This Amendment to Lease is made as of the ^{12th} day of July, 1979 by and between 1413 K Street N.W. Associates, a D.C. Limited Partnership (hereinafter called "Associates") and Carter-Mondale Presidential Committee, Inc., a D.C. non-profit corporation (hereinafter called "Carter").

RECITALS

WHEREAS Associates and Carter executed a Lease for the seventh and eleventh floors of 1413 K Street, N.W., Washington, D.C. dated June 5, 1979; and

WHEREAS Associates and Carter executed an Agreement to Lease for all of the remaining floors of the building except the first floor and mezzanine dated June 5, 1979; and

WHEREAS Associates have vacated the eighth floor and prepared the floor for occupancy as required by the Agreement to Lease;

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. Under Section 1 of the Lease, the number of floors occupied shall be changed to include the eighth floor (including the two bathrooms located on the eighth floor) and the commencement date for the eighth floor shall be July 14, 1979.
2. Under Section 3 of the Lease, the rent shall increase by One thousand one hundred thirty-five dollars (\$1,135) per month for floor eight.
3. Under Section 4 of the Lease, the percentage of all increases in Real Estate Taxes to be paid by Carter shall increase by 7.36% for floor eight.
4. Under Section 6 of the Lease, the percentage of the cost of furnishing utilities to the building which is paid by Carter shall increase by 7.36% for floor eight.
5. Under Section 25 of the Lease, the amount of Security Deposit deposited by Carter shall increase by Three thousand four hundred five dollars (\$3,405) for floor eight, which increased deposit shall be posted upon execution of this amendment.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their properly designated officers or partners as of the day and year first written above.

1413 K Street N.W. Associates

By: W. A. Bell

General Partner

By: David H. Schmitt

General Partner

Carter-Mondale Presidential Committee, Inc.

By: Debra F. Montgomery

Asst. Treasurer

President

Attest: Timothy H. Smith

Secretary

Seal:

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AMENDMENT TO LEASE

This Amendment to Lease is made as of the 31st day of July, 1979 by and between 1413 K Street N.W. Associates, a D.C. Limited Partnership (hereinafter called "Associates") and Carter-Mondale Presidential Committee, Inc., a D.C. non-profit corporation (hereinafter called "Carter").

RECITALS

WHEREAS Associates and Carter executed a Lease for the seventh and eleventh floors of 1413 K Street, N.W., Washington, D.C. dated June 5, 1979; and

WHEREAS Associates and Carter executed an Agreement to Lease for all of the remaining floors of the building except the first floor and mezzanine dated June 5, 1979; and

WHEREAS Associates have vacated the sixth floor and prepared the floor for occupancy earlier than October 1, 1979;

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. Under Section 1 of the Lease, the number of floors occupied shall be changed to include the sixth floor (including the two bathrooms located on the sixth floor) and the commencement date for the sixth floor shall be August 1, 1979.
2. Under Section 3 of the Lease, the rent shall increase by One thousand one hundred thirty-five dollars (\$1,135) per month for floor six.
3. Under Section 4 of the Lease, the percentage of all increases in Real Estate Taxes to be paid by Carter shall increase by 7.36% for floor six.
4. Under Section 6 of the Lease, the percentage of the cost of furnishing utilities to the building which is paid by Carter shall increase by 7.36% for floor six.
5. Under Section 25 of the Lease, the amount of Security Deposit deposited by Carter shall increase by Three thousand four hundred five dollars (\$3,405) for floor six, which increased deposit shall be posted upon execution of this amendment.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their properly designated officers or partners as of the day and year first written above.

1413 K Street N.W. Associates

By: W. A. Bell
General Partner

By: David H. Schmitt
General Partner

Carter-Mondale Presidential Committee, Inc.

By: Robert F. Engel
President Asst. Treasurer

Attest: Timothy A. Smith
Secretary

Seal:

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AMENDMENT TO LEASE

This Amendment to Lease is made as of the 15 day of September, 1979 by and between 1413 K Street N.W. Associates, a D.C. Limited Partnership (hereinafter called "Associates") and Carter-Mondale Presidential Committee, Inc., a D.C. non-profit corporation (hereinafter called "Carter").

RECITALS

WHEREAS Associates and Carter executed a Lease for the seventh and eleventh floors of 1413 K Street, N.W., Washington, D.C. dated June 5, 1979; and

WHEREAS Associates and Carter executed an Agreement to Lease for all of the remaining floors of the building except the first floor and mezzanine dated June 5, 1979; and

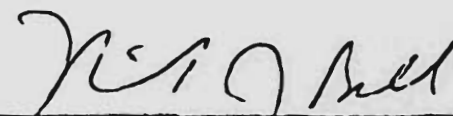
WHEREAS Associates have vacated the third floor and prepared the floor for occupancy earlier than October 1, 1979;

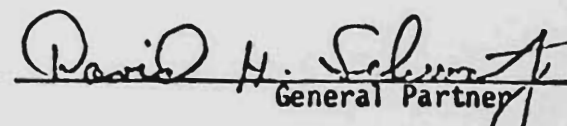
NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. Under Section 1 of the Lease, the number of floors occupied shall be changed to include the third floor (including the two bathrooms located on the third floor) and the commencement date for the third floor shall be September 14, 1979.
2. Under Section 3 of the Lease, the rent shall increase by One thousand one hundred thirty-five dollars (\$1,135) per month for floor third.
3. Under Section 4 of the Lease, the percentage of all increases in Real Estate Taxes to be paid by Carter shall increase by 7.36% for floor third.
4. Under Section 6 of the Lease, the percentage of the cost of furnishing utilities to the building which is paid by Carter shall increase by 7.36% for floor third.
5. Under Section 25 of the Lease, the amount of Security Deposit deposited by Carter shall increase by Three thousand four hundred five dollars (\$3,405) for floor third, which increased deposit shall be posted upon execution of this amendment.

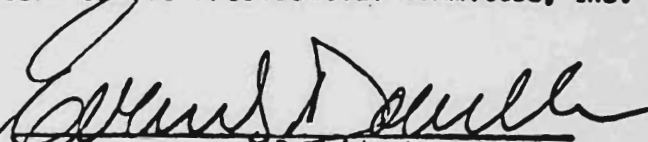
IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their properly designated officers or partners as of the day and year first written above.

1413 K Street N.W. Associates

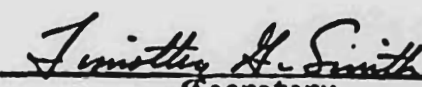
By: 
General Partner

By: 
General Partner

Carter-Mondale Presidential Committee, Inc.

By: 
President

Seal:

Attest: 
Secretary

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AMENDMENT TO LEASE

This Amendment to Lease is made as of the 29th day of September, 1979 by and between 1413 K Street N.W. Associates, a D.C. Limited Partnership (hereinafter called "Associates") and Carter-Mondale Presidential Committee, Inc., a D.C. non-profit corporation (hereinafter called "Carter").

RECITALS

WHEREAS Associates and Carter executed a Lease for the seventh and eleventh floors of 1413 K Street, N.W., Washington, D.C. dated June 5, 1979; and

WHEREAS Associates and Carter executed an Agreement to Lease for all of the remaining floors of the building except the first floor and mezzanine dated June 5, 1979; and

WHEREAS Associates have vacated the tenth floor and prepared the floor for occupancy earlier than October 1, 1979;

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. Under Section 1 of the Lease, the number of floors occupied shall be changed to include the tenth floor (including the two bathrooms located on the tenth floor) and the commencement date for the tenth floor shall be September 28, 1979.
2. Under Section 3 of the Lease, the rent shall increase by One thousand one hundred thirty-five dollars (\$1,135) per month for floor ten.
3. Under Section 4 of the Lease, the percentage of all increases in Real Estate Taxes to be paid by Carter shall increase by 7.36% for floor ten.
4. Under Section 6 of the Lease, the percentage of the cost of furnishing utilities to the building which is paid by Carter shall increase by 7.36% for floor ten.
5. Under Section 25 of the Lease, the amount of Security Deposit deposited by Carter shall increase by Three thousand four hundred five dollars (\$3,405) for floor ten, which increased deposit shall be posted upon execution of this amendment.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their properly designated officers or partners as of the day and year first written above.

1413 K Street N.W. Associates

By: W. J. Bell

General Partner

By: David H. Schmitt

General Partner

Carter-Mondale Presidential Committee, Inc.

By: J. H. A. It.

President ~~TREASURER~~

Attest: Debra F. Engemiller

Secretary Asst. Treasurer

Seal:

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AMENDMENT TO LEASE

This Amendment to Lease is made as of the 27th day of October, 1979 by and between 1413 K Street N.W. Associates, a D.C. Limited Partnership (hereinafter called "Associates") and Carter-Mondale Presidential Committee, Inc., a D.C. non-profit corporation (hereinafter called "Carter").

RECITALS

WHEREAS Associates and Carter executed a Lease for the seventh and eleventh floors of 1413 K Street, N.W., Washington, D.C. dated June 5, 1979; and

WHEREAS Associates and Carter executed an Agreement to Lease for all of the remaining floors of the building except the first floor and mezzanine dated June 5, 1979; and

WHEREAS Associates have vacated the second, fifth, and twelfth floors and prepared these floors for occupancy by October 11, 1979;

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. Under Section 1 of the Lease, the number of floors occupied shall be changed to include the second, fifth, and twelfth floors (including the six bathrooms located two on each floor) and the commencement date for these three floors shall be October 11, 1979.
2. Under Section 3 of the Lease, the rent shall increase by Three thousand four hundred five dollars (\$3,405) per month for these three additional floors.
3. Under Section 4 of the Lease, the percentage of all increases in Real Estate Taxes to be paid by Carter shall increase by 22.08% for these three additional floors.
4. Under Section 6 of the Lease, the percentage of the cost of furnishing utilities to the building which is paid by Carter shall increase by 22.08% for these three additional floors.
5. Under Section 25 of the Lease, the amount of Security Deposit deposited by Carter shall increase by Ten thousand two hundred fifteen Dollars (\$10,215) for these three additional floors, which increased deposit shall be posted upon execution of this amendment.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their properly designated officers or partners as of the day and year first written above.

1413 K Street N.W. Associates

By: W. M. Bell
General Partner

By: David H. Silver
General Partner

Carter-Mondale Presidential Committee, Inc.

By: Donna F. Engenille
President & Treas.

Attest: Fineth. H. Smith
Secretary

Seal:

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AMENDMENT TO LEASE

This Amendment to Lease is made as of the 12th day of October, 1979 by and between 1413 K Street N.W. Associates, a D.C. Limited Partnership (hereinafter called "Associates") and Carter-Mondale Presidential Committee, Inc., a D.C. non-profit corporation (hereinafter called "Carter").

RECITALS

WHEREAS Associates and Carter executed a Lease for the seventh and eleventh floors of 1413 K Street, N.W., Washington, D.C. dated June 5, 1979; and

WHEREAS Associates and Carter executed an Agreement to Lease for all of the remaining floors of the building except the first floor and mezzanine dated June 5, 1979; and

WHEREAS Carter has leased seven of the eight floors to be made available to Carter on or before November 15, 1979, and Associates have met the requirements of paragraph 7 of the Agreement to Lease dated June 5, 1979.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. The language of Section 1 of the Lease, "Demised Premises - Term" which reads,

"on a month-to-month basis. Either party may terminate this lease by giving notice to the other party of intent to terminate of not less than ninety days from the beginning of any calendar month during the term of this lease of any extension hereof."

is deleted. The following language is substituted therefor:

"This Lease shall expire without notice to either party on January 31, 1981."

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their properly designated officers or partners as of the day and year first written above.

1413 K Street N.W. Associates

By: W. D. Bell
General Partner

By: Donald H. Schaefer
General Partner

Carter-Mondale Presidential Committee, Inc.

By: Barbara F. Engelmann
President First Treas

Seal:

Attest: Timothy H. Smith
Secretary

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AMENDMENT TO LEASE

This Amendment to Lease is made as of the 10th day of January, 1980 by and between 1413 K Street N.W. Associates, a D.C. Limited Partnership (hereinafter called "Associates") and Carter-Mondale Presidential Committee, Inc., a D.C. non-profit corporation (hereinafter called "Carter").

RECITALS

WHEREAS Associates and Carter executed a Lease for the seventh and eleventh floors of 1413 K Street, N.W., Washington, D.C. dated June 5, 1979; and

WHEREAS Associates and Carter executed an Agreement to Lease for all of the remaining floors of the building except the first floor and mezzanine dated June 5, 1979; and

WHEREAS Associates have vacated the thirteenth and fourteenth floors and prepared the floors for occupancy as of January 11, 1980;

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. Under Section 1 of the Lease, the number of floors occupied shall be changed to include the thirteenth and fourteenth floors (including the four bathrooms located two each on the thirteenth and fourteenth floors) and the commencement date for the thirteenth and fourteenth floors shall be January 12, 1980.
2. Under Section 3 of the Lease, the rent shall increase by One thousand seven hundred sixteen dollars (\$1,716) per month for floors thirteen and fourteen.
3. Under Section 4 of the Lease, the percentage of all increases in Real Estate Taxes to be paid by Carter shall increase by 12.00% for floors thirteen and fourteen.
4. Under Section 6 of the Lease, the percentage of the cost of furnishing utilities to the building which is paid by Carter shall increase by 12.00% for floors thirteen and fourteen.
5. Under Section 25 of the Lease, the amount of Security Deposit deposited by Carter shall increase by Five thousand one hundred forty-eight dollars (\$5,148) for floors thirteen and fourteen, which increased deposit shall be posted upon execution of this amendment.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their properly designated officers or partners as of the day and year first written above.

1413 K Street N.W. Associates

By: [Signature]
General Partner

By: [Signature]
General Partner

Carter-Mondale Presidential Committee, Inc.

By: [Signature]
President *Pres. Treas.*

Seal:

Attest: [Signature]
Secretary

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AMENDMENT TO LEASE

This Amendment to Lease is made as of the 10th day of March, 1980 by and between 1413 K Street N.W. Associates, a D.C. Limited Partnership (hereinafter called "Associates") and Carter-Mondale Presidential Committee, Inc., a D.C. non-profit corporation (hereinafter called "Carter").

RECITALS

WHEREAS Associates and Carter executed a Lease for the seventh and eleventh floors of 1413 K Street, N.W., Washington, D.C. dated June 5, 1979; and

WHEREAS Associates and Carter executed an Agreement to Lease for all of the remaining floors of the building except the first floor and mezzanine dated June 5, 1979; and

WHEREAS Associates have vacated the ninth floor and prepared the floor for occupancy as of March 10, 1980;

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. Under Section 1 of the Lease, the number of floors occupied shall be changed to include the ninth floor (including the two bathrooms located on the ninth floor) and the commencement date for the ninth floor shall be March 12, 1980.
2. Under Section 3 of the Lease, the rent shall increase by One thousand one hundred thirty-five dollars (\$1,135) per month for the ninth floor.
3. Under Section 4 of the Lease, the percentage of all increases in Real Estate Taxes to be paid by Carter shall increase by 7.36% for the ninth floor.
4. Under Section 6 of the Lease, the percentage of the cost of furnishing utilities to the building which is paid by Carter shall increase by 7.36% for the ninth floor.
5. Under Section 25 of the Lease, the amount of Security Deposit deposited by Carter shall increase by Three thousand four hundred and five dollars (\$3,405) for the ninth floor, which increased deposit shall be posted upon execution of this amendment.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their properly designated officers or partners as of the day and year first written above.

1413 K Street, N.W. Associates

By: *W. J. Hall*
General Partner

By: *Robert H. Kelly*
General Partner

Carter-Mondale Presidential Committee, Inc.

By: *Alma F. Zimmerman*
Asst. Treasurer

Seal:

Attest: *James H. Smith*
Secretary

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By Hand

POTOMAC DEVELOPMENT CORPORATION

2621 P STREET, N.W.
WASHINGTON, D.C. 20007

To:

Charles Steele, General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463



FEDERAL ELECTION COMMISSION

1125 K STREET N.W.
WASHINGTON, D.C. 20463

THIS IS THE BEGINNING OF MUR # 1355

Date Filmed 7-24-81 Camera No. --- 2

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