



FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

THIS IS THE BEGINNING OF MUR # 2194

DATE FILMED 3/25/88 CAMERA NO. 4

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EPC 136

**GORDON M. STRAUSS**  
ATTORNEY AT LAW  
1500 COLUMBIA PLAZA  
200 EAST 5TH STREET  
CINCINNATI, OHIO 45202  
(513) 762-7060

June 16, 1986

36 JUN 17 PM 2:16

GORDON M. STRAUSS

THE FEDERAL ELECTION COMMISSION  
999 E. Street, NW  
Washington, D.C. 20463

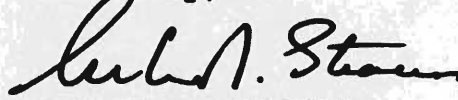
Dear Commissioners:

Enclosed are two Complaints, filed pursuant to 2 U.S.C. §437g, against: a) The John Glenn Senate Committee and the John Glenn Presidential Committee, Inc.; and, b) four national banks. These Complaints concern the identical transactions, and are completely interrelated. As a result, the two Complaints are virtually identical in content.

However, because we hope that John H. Glenn, Jr. will be willing to waive his committees' §437g confidentiality, we have separated them into their logical components. In this manner, John H. Glenn, Jr. can, if he chooses, keep the voting public aware of this action's status, at least with respect to his own authorized, principal campaign committees.

Please contact me if you require additional information or assistance. Thank you very much.

Sincerely,

  
GORDON M. STRAUSS

GMS/tp  
Enclosures (2)

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BEFORE THE  
FEDERAL ELECTION COMMISSION  
999 E. Street, NW  
Washington, D.C. 20463

KINDNESS FOR SENATE COMMITTEE  
Suite 310  
35 East Gay Street  
Columbus, OH 45215,

Complainant,

vs.

BANK ONE OF COLUMBUS, N.A.  
100 East Broad Street  
Columbus, OH 43271-0261

and

BANCOHIO  
151 East Broad Street  
Columbus, OH 43251

and

HUNTINGTON NATIONAL BANK  
41 South High Street  
Columbus, OH 43287

and

AMERITRUST CORP.  
900 Euclid Avenue  
Cleveland, OH 44101,

Respondents

COMPLAINT

Comes now the Complainant and for its Complaint states  
as follows:

1. Complainant is the authorized campaign committee  
for Thomas N. Kindness, M.C., Republican candidate for the United  
States Senate, from Ohio.

2. To the best of Complainant's knowledge and belief, Respondents are corporations and national banks, as contemplated in 2 U.S.C. §441b, and are federally chartered depository institutions, as contemplated in 2 U.S.C. §431(8)(B)(vii).

3. Additional parties integral to this Complaint are:

The John Glenn Presidential Committee, Inc.  
Suite 210  
236 Massachusetts Avenue, NW  
Washington, D.C. 20002,

and

The John Glenn Senate Committee  
Suite 210  
236 Massachusetts Avenue, NW  
Washington, D.C. 20002,

The John Glenn Presidential Committee, Inc. ("the Presidential Committee") is the principal campaign committee for John H. Glenn, Jr.'s abortive run for the Democratic nomination for the Presidency in 1984. The John Glenn Senate Committee ("the Senate Committee ") is John H. Glenn, Jr.'s principal campaign committee for his reelection campaign for the United States Senate seat open in Ohio, in 1986.

4. On or about February 9, 1984, and February 14, 1984, each Respondent lent the Presidential Committee the aggregate sum of \$500,000.00, in the full knowledge that each of the other Respondents had lent an equal amount at the same time.

[EXHIBIT A]

5. Although the Presidential Committee has consistently reported these loans as "secured," [EXHIBIT B1-B17].., there was no collateral for any of these loans. John H. Glenn, Jr., admitted this personally. [Interview with Sen. John H. Glenn, Jr., on Ohio Public Radio, May 24, 1986]

6. In place of collateral, the banks accepted letters from eighteen major contributors, including Marvin Warner, indicating their support for the Presidential Committee's efforts, but not guaranteeing the notes. [EXHIBIT C]

7. On and after November 1, 1985, the Presidential Committee unilaterally suspended all payments of principal or interest, for the express purpose of permitting the Senate Committee to conduct John H. Glenn, Jr.'s, reelection campaign. [EXHIBIT D]

8. These loans are currently in default, with a balance due of not less than \$1.9 Million. [EXHIBIT B]

9. On or about January 30, 1986, John H. Glenn, Jr., announced that the Presidential Committee had, in fact, already suspended such payments, and had requested that the banks amend the terms of the original loan as follows:

a. To grant the Presidential Committee a moratorium on repayments retroactive to November 1, 1985;

b. To extend this moratorium until March 1, 1987 so that the Senate Committee could raise funds for the



Senate race, unfettered by the preexisting, unsecured loans which were by then in default;

c. To add unpaid interest to the accrued principal of the outstanding, unsecured loans;

d. Thereby, expressly, to subordinate the banks' rights of repayment to the Senate Committee's efforts to reelect John Glenn, Jr., to the United States Senate. John H. Glenn, Jr., is quoted:

"The reason for us asking for this is we're in the middle of a Senate campaign now, and obviously to raise money for debt retirement and raise money for the campaign at the same time is a very difficult task. ... When we're raising money for the '86 Senate race, it's difficult at the same time to raise \$18,000 a month just to keep up with the interest payments on the Presidential debt."  
[EXHIBITS D1, D2]

e. To grant these additional loans without any additional risk reducing factors, such as additional "comfort letters," or any other assurance of repayment. [EXHIBIT D]

10. On or about February 25, 1986, the Presidential Committee announced that the banks, acting in concert and with knowledge of each other's decisions, had granted the Presidential Committee's and John H. Glenn, Jr.'s, request for a moratorium retroactive to November 1, 1985, but that they had agreed to extend it only until May 15, 1986, after which all interest and principal would be immediately due and payable. [EXHIBIT E]



11. There is no evidence that the Presidential Committee gave the banks any additional collateral, or any other reasonable expectation that the loans or the moratorium payments would be repaid. The law and the regulations require assurance that the loan will be repaid, a standard less than full collateral, perhaps but more than this refusal to pay now and vague promise to start trying again later. 2 U.S.C. §441b(a), 11 C.F.R. §100.7(b)(11), 11 C.F.R. §§114.1(a)(1) and 114.2. As noted above, John H. Glenn, Jr. admitted that there was never collateral for these loans in the first place.

Irrespective of whether the Respondents had any reasonable expectation that their original, unsecured loans to the Presidential Committee would be repaid, there is no question that they knew that the Presidential Committee presented little, if any hope to repay the additional extensions of credit on and after November 1, 1985. This was confirmed, later, as noted infra.

12. On or about May 15, 1986, the Presidential Committee announced that representatives of John H. Glenn, Jr., and the Presidential Committee had informed the banks that the debts would not be repaid until after the Senate election, and that no major effort at any repayment should be expected before that time. [EXHIBIT F]

13. Notwithstanding the Presidential Committee's announced intention not make payments until some undefined time

in the future, the Respondents continue to extend credit to the Presidential Committee each month, by allowing it to skip its payments. To this date there has still been no announcement of any further repayment, nor any announcement that the Respondents have taken any steps to collect these debts from the Presidential Committee.

14. Instead, the Respondents have acquiesced in and knowingly permitted the Presidential Committee to take the following steps to assist in reelecting John H. Glenn, Jr., to the United States Senate:

a. The Presidential Committee has made no payments to the banks since November 1, 1985, and has received additional extensions of credit each month as the banks added unpaid interest to the principal balance of the loans, without collateral;

b. Because it is not being required to honor the loan agreement, the Presidential Committee has made no effort to raise funds from its existing contributors;

c. On or about March, 7, 1986, the Presidential Committee rented its lists of contributors to the Senate Committee for the amount of \$7,900.00. On or about March, 14, 1986, the Presidential Committee rented these lists to the and to the National Council on Public Policy ("the Policy Committee"), whose address is the same as the Presidential Committee's, for \$9,500.00. [EXHIBIT G]

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The Presidential Committee thereby gave up the substantial income which these organizations derived from mailing to the contributors. The lists so rented were property of the Presidential Committee upon which the banks should reasonably have relied for repayment, yet these banks stood idly by and permitted the Presidential Committee to squander these assets, for purposes of influencing John H. Glenn, Jr.'s election to the United States Senate.

15. During this time, John H. Glenn, Jr., and the Senate Committee have derived the following benefits as a result of these actions by the Presidential Committee and the banks:

a. The Senate Committee raised in excess of \$250,000.00 in the reporting period during which it rented the Presidential Committee's lists.

b. In the reporting periods during which the Presidential Committee has refused to honor its debts to these banks, the Senate Committee has raised hundreds of thousands dollars from contributors who were legally able to contribute additional funds to the Presidential Committee, in order to defray the outstanding, unsecured loans. These contributors include anyone who had not previously given the maximum allowable to the Presidential Committee.

16. By virtue of of the foregoing transactions, the Respondents have made contributions to both the Presidential and the Senate Committees, and these committees have accepted these



contributions, in contravention of the Federal Election Campaign Act., 2 U.S.C. §441a and 2 U.S.C. §441b(a), and 26 U.S.C. §§9031, et seq., as follows:

a. Waste of Collateral Assets. Respondent made contributions to both the Presidential and the Senate Committees, prorated equally among all four banks, in an amount not less than the proceeds from any and all mailings made to contributors on the rented lists. These proceeds would be the gross receipts from each mailing, less the amounts the Presidential Committee received for the list rental and any amounts paid for printing and postage costs (which would presumably have been incurred by the Presidential Committee).

These contributions represent funds which the Respondents forbore to collect from the Presidential Committee (a clear contribution to that Committee). Instead, the banks permitted this money to be used by John H. Glenn, Jr. and the Senate Committee to influence John H. Glenn, Jr.'s reelection campaign. This is a clear contribution to that committee, as well.

The contributions which these Committees have accepted are well in excess of \$1000.00, which is the limit applicable to each bank. (This limit is hypothetical, inasmuch as any contribution from these banks is illegal, but each bank is a "person" under 2 U.S.C §431, not a qualified political committee. Hence the \$1000.00 limit.)



b. Additional Extensions of Credit.

Respondents have made, and continue to make, additional contributions to both Committees, to the extent that they permit each monthly payment due from the Presidential Committee to go unpaid, on and after November 1, 1985. During this time, Respondents have knowingly permitted funds from sources which they should reasonably have relied on for repayment of the debts, to be used by John H. Glenn, Jr., and the Senate Committee, for purposes of influencing John H. Glenn, Jr.'s, election campaign.

c. Loans Made Outside the Normal Course of

Business. The Commission's standards for determining whether a loan was made in the ordinary course of business are set out in Advisory Opinion 1980-108, Footnote 44. CCH Federal Election Financing Guide, Paragraph 5553, at page 10,673. They include:

"... whether normal channels or procedures were observed; ...; whether sufficient evidence supported the credit judgement at the time the loan was made; ...; whether the bank makes loans of a similar nature, i.e., of comparable, amounts and terms; if more than one bank is involved, the relationship among the banks."

Ibid. (Counsel's emphasis)

These standards are applicable equally to the original loan and to each individual monthly payment which the Respondents have permitted the Presidential Committee to skip. In each case, Respondents have made a credit decision. These decisions appear flawed.

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John H. Glenn, Jr. has already made public the fact that there was never any collateral for the loans. [Interview with Sen. John H. Glenn, Jr., on Ohio Public Radio, May 24, 1986] This stunning admission raises very serious doubts about the Respondents' collective decision to grant additional credit. This is especially so, given the prior acknowledgment that the loans were the subject of a "review" by the Commission (presumably an enforcement action, which the Commission terms a "Matter Under Review.")

Furthermore, the lack of any collateral agreement raises legitimate doubt about the validity -- or even the very existence -- of the underlying loan agreements. It now appears from the public information that there may not be any formal documentation for the original loans, much less the subsequent monthly extensions of credit!

Until John H. Glenn, Jr. and representatives of his committees revealed this information, Complainant had not formally questioned the underlying loans, just the illegal extensions. Prior to this, the Presidential Committee's FEC reports stated that the loans were secured, which gave at least some prima facie credibility to the banks' credit judgement in 1984. It now appears, however, that the banks have been extending additional credit to a political committee whose original loan was potentially illegal, and that the banks were aware of this possibility when they granted their present moratorium.

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Consequently, it appears that the entire transaction may be as illegal as the moratorium, unless the Respondents routinely make unsecured loans of this nature to borrowers without assets. In addition, these banks must also establish that they routinely extend additional credit to defaulting borrowers, who are still raising cash from their assets and using it for purposes other than repaying their debts. In this case, of course, the "other purpose" is the reelection of John H. Glenn, Jr. to the United States Senate, and this is not a legal purpose for the extension of such credit.

d. These contributions are prohibited by law, because Respondents are national banks and nationally chartered federal depositories, and because they exceed the contribution limits applicable to any "person," as defined in 2 U.S.C. §431.

The extensions of credit have been made with no reasonable expectation of being repaid, unless Respondents are so acting in the hope that they would have a better chance of collecting from a sitting Senator than they have of collecting from a former one. If that is the case, the additional loans have been made for purposes of influencing the Senate election. In any case, Respondents' actions have been taken with full knowledge that John H. Glenn, Jr., and his authorized committees are acting in concert to get him reelected to the Senate, and



therefore the loans are contributions or expenditures in connection with both the Senate and Presidential elections.

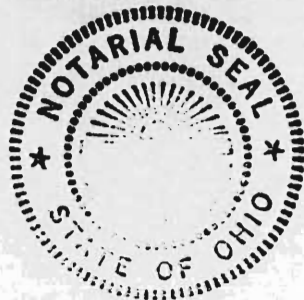
*Gordon M. Strauss* 6/13/86

GORDON M. STRAUSS  
1560 Columbia Plaza  
250 East Fifth Street  
Cincinnati, OH 45202  
(513)762-7660

General Counsel,  
KINDNESS FOR SENATE  
COMMITTEE

STATE OF OHIO                    }  
COUNTY OF HAMILTON        } S.S.

On this 13<sup>th</sup> day of June, 1986, before me, a Notary Public in and for the State of Ohio, personally appeared Gordon M. Strauss, who acknowledged the signing of the foregoing Complaint and that the same was his free act and deed.



*Thomas E. Mongan*

Notary Public  
Thomas E. Mongan, Attorney-at-Law  
My commission has no expiration date.



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EXHIBIT A

A

# Bank loan to Glenn impugned

From staff and wire reports

Walter Mondale supporters in Ohio charged Friday that Ohio Sen. John Glenn's presidential committee violated federal law when it secured a \$2.5 million loan from four large Ohio banks.

The charges were called untrue and "political smoke" by Jeff Hockman, Glenn's deputy campaign manager and the man who arranged the loan.

The loan was made Thursday by Ameritrust of Cleveland and BancOne, BancOhio and Huntington National Bank, all of Columbus. The three Columbus banks also have made contributions to Glenn through their political action committees.

The loan is unusual in that only \$400,000 of it is secured by collateral funds.

Hockman said Friday the banks were willing to make such a large unsecured loan because they have confidence in the Glenn campaign's future fund-raising capacity.

"They made a normal business judgment," Hockman said.

Timothy F. Hagan, a co-chairman of Mondale's Ohio campaign, issued a press release late Friday calling for state and federal investigations into the loans.

Hagan said "these transactions are suspect" because:

- "They appear to violate the federal law limiting campaign contributions to \$1,000 per person" because 18 people guaranteed repayment.

"In that case, each of those individuals is making a contribution to Glenn of \$138,888 — obviously far in excess of the \$1,000 limit," Hagan said.

- "If these loans are interpreted as a loan guaranteed by John

Glenn to his own campaign, then he is in violation of the federal law limiting a candidate's contribution to \$30,000."

- "These loans may violate the federal law requirement that banks can only make loans to campaigns when such loans are made in the ordinary course of business."

Hagan said the loans could be construed to be campaign contributions by the banks. He said such contributions are illegal under state and federal law.

HOCKMAN called the charges "absolutely and unequivocally untrue."

"The proposal was done in the course of business as any other customer of the bank would do it," Hockman said.

He told the Beacon Journal that the banks agreed to the loan after receiving a legal opinion from the Glenn staff that the plan was legal. The opinion, Hockman said, was reviewed by bank lawyers.

Hockman admitted it would have been illegal for Glenn to secure the loans himself or for 18 other people to guarantee the loan. But Glenn and his supporters did neither, Hockman said.

THE LOAN was made to John Glenn Presidential Committee Inc. and the 18 persons referred to by Hagan were fund-raising committee members who vouched for the campaign committee's ability to raise money to repay the debt, Hockman said.

He said the money was borrowed because of this year's highly compressed schedule of primaries and caucuses. Most Democratic delegates will be selected during five weeks in February and March.

Glenn received \$41,023 of the \$71,917 in contributions made in 1983 by political action committees representing financial institutions, according to Federal Elections Commission reports.

The Ohio senator also received \$3,500 in individual contributions from directors and officers of BancOne and Ameritrust.

Hockman denied that the PAC money or the contributions from Ameritrust and BancOne officials had any effect on his securing the loan.

"What the bank decides to do with its PAC money is totally unrelated," Hockman said.

GLENN DOES NOT serve on any committees that handle banking legislation. He did vote with the banking industry on legislation to repeal withholding of federal income tax on interest and dividends.

Glenn campaign officials say his centrist political views make him attractive to interest groups — such as banks — that normally do not support Democratic presidential contenders.



File 111

# Glenn got loans, but would you?

By Brent Larkin

**A**s of late last week, checking account No. 011-8182-3 at a local financial institution had a balance of \$96.83, not nearly enough to earn its owner charge-free checking.

Banks, you see, aren't in the business of giving away something for nothing. If you want a nickel from a bank, it had better be assured in advance of getting six cents in return. Not that banks are stingy. It's just part of the conservative nature of the business.

Take, for example, that \$96.83. On a good day, perhaps after your loan officer has just returned from a three-martini lunch at the Union Club, a reliable customer might be able to parlay that \$96.83 into a \$100 loan. But such a fleecing probably would require one or two heavily bankrolled co-signers.

On a real good day, that \$96.83 might be sufficient collateral for a \$2 million float, which is how much four Ohio banks doled out to Sen. John Glenn's presidential campaign committee.

Some banks redline neighborhoods. Others line the pockets of Glenn's campaign committee. The difference is that even the worst neighborhoods have assets. At the time Glenn's loan was made, his campaign treasury was in worse shape than account No. 011-8182-3, causing Walter F. Mondale loyalists to complain that the loan violated federal laws requiring campaign loans to be made "in

the ordinary course of business."

The controversy died, as did Glenn's candidacy. Now, the powers that be at AmeriTrust, BancOhio, Bank One and Huntington are stuck to the tune of about \$500,000 each, with a payable-on-demand note at a current interest rate of about 13%. That comes to \$21,000 a month in interest alone. As the bills pile up at Glenn's Washington headquarters, the total debt is believed to be no less than \$3 million, and may approach \$3.5 million.

In retrospect, it must be asked how Glenn was able to shake the money tree for \$2 million at a time when the candidate's political and financial fortunes were at such a low ebb? Could an unemployed steelworker walk into an AmeriTrust branch, show them a stack of bills that need to be paid, and walk out with a fist full of cash?

Glenn owes Ohioans no explanation for his neat trick. He didn't steal the \$2 million. The banks handed it to him. In fact, about the best hope the banks have of getting their money back is that Glenn's desire to repay the loan probably will become an obsession.

If any explanations are demanded, they probably would come from the stockholders of the four generous lending institutions. Amazingly, however, the banks still insist on claiming the Glenn loan was secured.

"We followed the same credit procedures with that loan as with

every other loan," said a top AmeriTrust official. "The loan is fully secured."

This is called loophole language. Indeed, in legal terms, the loan is fully secured. It is secured in that the banks have a lien on Glenn's presidential campaign committee. The committee can do very little without the banks' approval. In other words, the banks own Glenn's campaign treasury.

Problem is, all the treasury owns is debts. Aside from a few outstanding bills due the committee and some federal matching funds that will trickle in, the coffers are bare.

So, are the loans secured? "In a legal sense they are," said William White, the Glenn loyalist in charge of retiring the debt.

In reality, admitted White, the loans are secured by little more than the good faith of the Ohio senator. To prevent the banks from being stiffed, White has assembled something called Operation RAMROD (Represent America's Mainstream; Retire Our Debt). Complete with flow charts, fund-raising plans and letters from the senator, Operation RAMROD represents the only real security owned by the four Ohio banks.

In Glenn's case, the banks viewed Operation RAMROD as a safe, \$2 million investment. For the average Joe, the banks probably have an altogether different committee called Operation RAM — Refuse Any Money.

Larkin is a Plain Dealer politics writer.

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EXHIBIT  
A-2  
Shelby to 8110

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B

88040585106

EXHIBIT B



**REPORT OF RECEIPTS AND DISBURSEMENTS  
BY AN AUTHORIZED COMMITTEE OF A  
CANDIDATE FOR THE OFFICE OF PRESIDENT**

EXHIBIT  
B-1

NOTE: This report is to be used by an authorized committee of a candidate seeking nomination or election to the Office of President or Vice President of the United States whether or not public funds are used.

1. NAME OF COMMITTEE IN FULL <b>JOHN GLENN PRESIDENTIAL COMMITTEE, INC.</b>		2. IDENTIFICATION NUMBER <b>C99164855</b>	
ADDRESS (Number and Street) <b>236 Massachusetts Avenue, NE #209</b>		3. IS THIS REPORT OF RECEIPTS AND DISBURSEMENTS FOR:	
CITY <b>Washington</b>	STATE <b>DC</b>	ZIP CODE <b>20002</b>	<input type="checkbox"/> Check if name or address is changed
4. TYPE OF REPORT ("X" appropriate box and complete, if applicable)		<input checked="" type="checkbox"/> Primary <input type="checkbox"/> General	
<input type="checkbox"/> Arrangement for (Report)		<input type="checkbox"/> Monthly Report (month)	
<input checked="" type="checkbox"/> April 15 Quarterly Report		<input type="checkbox"/> January 31 Year-end Report	
<input type="checkbox"/> July 15 Quarterly Report		<input type="checkbox"/> Termination Report	
<input type="checkbox"/> October 15 Quarterly Report		<input type="checkbox"/> Twelfth Day Before Election	
		<input type="checkbox"/> Twelfth Day After Election	
		TYPE OF ELECTION	
		STATE	
		ELECTION DATE	

**COMMITTEE SUMMARY OF RECEIPTS AND DISBURSEMENTS**

5. COVERING PERIOD	FROM <b>January 1, 1986</b>	THROUGH <b>March 31, 1986</b>
SUMMARY		
6. CASH ON HAND AT BEGINNING OF THE REPORTING PERIOD		<b>**729.66</b>
7. TOTAL RECEIPTS THIS PERIOD (From Line 22 Column A)		<b>25,708.52</b>
8. SUBTOTAL (Add Line 6 and 7)		<b>26,438.18</b>
9. TOTAL DISBURSEMENTS THIS PERIOD (From Line 30 Column A)		<b>24,851.50</b>
10. CASH ON HAND AT CLOSE OF THE REPORTING PERIOD (Subtract Line 9 from 8)		<b>1,586.68</b>
11. DEBTS AND OBLIGATIONS OWED TO THE COMMITTEE (Itemize All on Schedule C or Schedule D)		<b>66,169.21</b>
12. DEBTS AND OBLIGATIONS OWED BY THE COMMITTEE (Itemize All on Schedule C or Schedule D)		<b>2,849,971.53</b>
13. EXPENDITURES SUBJECT TO LIMITATION (From FEC Form 3P, Page 4)		<b>8,099,197.62</b>
NET YEAR-TO-DATE CONTRIBUTIONS AND EXPENDITURES	14. NET CONTRIBUTIONS (Other than Loans) (Subtract Line 28d Column 8 from 17e Column 8)	<b>3,228.00</b>
	15. NET OPERATING EXPENDITURES (Subtract Line 20a Column 8 from 23 Column 9)	<b>5,345.98</b>

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

TYPE OR PRINT NAME OF TREASURER  
**WILLIAM R. WHITE**

SIGNATURE OF TREASURER

*William R. White*

DATE

**4/15/86**

For further information, contact:

Federal Election Commission  
Toll Free 800-424-9530  
Local 523-4068

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. § 437g.

All previous versions of FEC Form 3P are obsolete and should no longer be used.

FEC Form 3P (2-83)

\*\*Cash on hand at beginning of the reporting period reflects the adjusted bank balance as determined from an internal audit.

**John  
Glenn**

APR 15 1986

April 15, 1986

Ms. Benita Adler  
Senior Analyst  
Reports & Analysis Division  
Federal Election Commission  
999 E Street, N.W.  
Washington, DC 20463

Dear Ms. Adler,

Enclosed is the Report of Receipts and Disbursements for the John Glenn Presidential Committee, Inc. This report covers the first quarter of 1986, beginning January 1, and ending March 31, 1986.

Thank you for your consideration. If you have any questions, please call me at 675-6440, or the treasurer, William R. White at 296-9003.

Sincerely,

*Shannon Billings*  
Shannon Billings  
Bookkeeper

enclosures

236 Mass. Ave., NE  
Washington, DC 20002

**SCHEDULE C-P**

Federal Election Commission  
1325 K Street, N.W.  
Washington, D.C. 20045

**LOANS**

Use address indicated for each category of the detailed summary page	PAGE <b>1</b>	OF TOTAL PAGES <b>2</b>
	LINE NUMBER <b>12</b>	

NAME OF COMMITTEE (in Full) <b>JOHN GLENN PRESIDENTIAL COMMITTEE, INC.</b>
---

NAME OF LOAN SOURCE (OR RECIPIENT) <b>Ameritrust</b>		ORIGINAL AMOUNT OF LOAN <b>500,000.00</b>	CUMULATIVE PAYMENT TO DATE <b>27,046.73</b>	BALANCE OUTSTANDING <b>472,953.27</b>
ADDRESS (Number and Street) <b>900 Euclid Avenue</b>				
CITY, STATE, ZIP CODE <b>Cleveland, Ohio 44115</b>		TYPE OF ELECTION <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)		
TERMS	DATE INCURRED <b>2/9, 2/14/84</b>	DATE DUE <b>On Demand</b>	INTEREST RATE (% APR) <b>Prime + 1%</b>	SECURED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**LIST ALL ENDORSERS OR GUARANTORS (if any)**

NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING

NAME OF LOAN SOURCE (OR RECIPIENT) <b>Bank One, Columbus, NA</b>		ORIGINAL AMOUNT OF LOAN <b>500,000.00</b>	CUMULATIVE PAYMENT TO DATE <b>27,046.73</b>	BALANCE OUTSTANDING <b>472,953.27</b>
ADDRESS (Number and Street) <b>100 East Broad Street</b>				
CITY, STATE, ZIP CODE <b>Columbus, Ohio 43271</b>		TYPE OF ELECTION <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)		
TERMS	DATE INCURRED <b>2/9, 2/14/84</b>	DATE DUE <b>On Demand</b>	INTEREST RATE (% APR) <b>Prime + 1%</b>	SECURED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**LIST ALL ENDORSERS OR GUARANTORS (if any)**

NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING

NAME OF LOAN SOURCE (OR RECIPIENT) <b>Bank One, Columbus, NA</b>	ORIGINAL AMOUNT OF LOAN <b>1,000,000.00</b>	CUMULATIVE PAYMENT TO DATE <b>58,093.46</b>	BALANCE OUTSTANDING <b>941,906.54</b>
ADDRESS (Number and Street) <b>100 East Broad Street</b>			
CITY, STATE, ZIP CODE <b>Columbus, Ohio 43271</b>	TYPE OF ELECTION <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)		
TERMS	DATE INCURRED <b>2/9, 2/14/84</b>	DATE DUE <b>On Demand</b>	INTEREST RATE (% APR) <b>Prime + 1%</b>
			SECURED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

88040585109



**SCHEDULE C-P**

Federal Election Commission  
1350 K Street, N.W.  
Washington, D.C. 20045

**LOANS**

Use spaces  
provided for  
each entry  
of the detailed  
summary page

PAGE	2	OF (total pages)	2
LINE NUMBER	12		

NAME OF COMMITTEE (in Full)  
**JOHN GLENN PRESIDENTIAL COMMITTEE, INC.**

NAME OF LOAN SOURCE (OR RECIPIENT) <b>Banc Ohio</b>		ORIGINAL AMOUNT OF LOAN <b>500,000.00</b>	CUMULATIVE PAYMENT TO DATE <b>27,046.73</b>	BALANCE OUTSTANDING <b>472,953.27</b>
ADDRESS (Number and Street) <b>155 East Broad Street</b>				
CITY, STATE, ZIP CODE <b>Columbus, Ohio 43215</b>		TYPE OF ELECTION <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)		
TERMS	DATE INCURRED <b>2/9, 2/14/84</b>	DATE DUE <b>On Demand</b>	INTEREST RATE (5 APR) <b>Prime + 1%</b>	SECURED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**LIST ALL ENDORSERS OR GUARANTORS (if any)**

NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING

NAME OF LOAN SOURCE (OR RECIPIENT) <b>Huntington Bank</b>		ORIGINAL AMOUNT OF LOAN <b>500,000.00</b>	CUMULATIVE PAYMENT TO DATE <b>27,046.73</b>	BALANCE OUTSTANDING <b>472,953.27</b>
ADDRESS (Number and Street) <b>175 High Street</b>				
CITY, STATE, ZIP CODE <b>Columbus, Ohio 43215</b>		TYPE OF ELECTION <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)		
TERMS	DATE INCURRED <b>2/9, 2/14/84</b>	DATE DUE <b>On Demand</b>	INTEREST RATE (5 APR) <b>Prime + 1%</b>	SECURED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**LIST ALL ENDORSERS OR GUARANTORS (if any)**

NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING

NAME OF LOAN SOURCE (OR RECIPIENT)	ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
<b>Huntington Bank</b>	<b>1,000,000.00</b>	<b>54,093.46</b>	<b>945,906.54</b>
<b>175 High Street</b>	<b>2,000,000.00</b>	<b>510,100.00</b>	<b>1,489,900.00</b>

38040585110

**REPORT OF RECEIPTS AND DISBURSEMENTS  
BY AN AUTHORIZED COMMITTEE OF A  
CANDIDATE FOR THE OFFICE OF PRESIDENT**

06 FEB 3 01:52

NOTE: This report is to be used by an authorized committee of a candidate seeking nomination or election to the Office of President or Vice President of the United States whether or not public funds are used.

1. NAME OF COMMITTEE IN FULL <b>JOHN GLENN PRESIDENTIAL COMMITTEE, INC.</b>		2. IDENTIFICATION NUMBER <b>CD0164855</b>	
ADDRESS (Number and Street) <b>236 Mass. Ave., NE; Suite 210</b>		3. IS THIS REPORT OF RECEIPTS AND DISBURSEMENTS FOR:	
CITY <b>Washington</b>	STATE <b>D.C.</b>	ZIP CODE <b>20002</b>	<input checked="" type="checkbox"/> Primary <input type="checkbox"/> General
<input type="checkbox"/> Amendment for (Report)		<input type="checkbox"/> Monthly Report (month)	
<input type="checkbox"/> April 15 Quarterly Report		<input checked="" type="checkbox"/> January 31 Year-end Report	
<input type="checkbox"/> July 15 Quarterly Report		<input type="checkbox"/> Termination Report	
<input type="checkbox"/> October 15 Quarterly Report		<input type="checkbox"/> Twelfth Day Before Election	
<input type="checkbox"/> Twelfth Day After Election		TYPE OF ELECTION	
		STATE	
		ELECTION DATE	

**COMMITTEE SUMMARY OF RECEIPTS AND DISBURSEMENTS**

5. COVERING PERIOD		FROM <b>October 1, 1985</b>	THROUGH <b>December 31, 1985</b>
SUMMARY	6. CASH ON HAND AT BEGINNING OF THE REPORTING PERIOD	13,710.76	
	7. TOTAL RECEIPTS THIS PERIOD (From Line 22 Column A)	35,102.55	
	8. SUBTOTAL (Add Line 6 and 7)	46,813.69	
	9. TOTAL DISBURSEMENTS THIS PERIOD (From Line 30 Column A)	46,773.41	
	10. CASH ON HAND AT CLOSE OF THE REPORTING PERIOD (Subtract Line 9 from 8)	39.88 *	
	11. DEBTS AND OBLIGATIONS OWED TO THE COMMITTEE (Itemize All on Schedule C or Schedule D)	66,169.21	
	12. DEBTS AND OBLIGATIONS OWED BY THE COMMITTEE (Itemize All on Schedule C or Schedule D)	3,843,397.98	
NET YEAR-TO-DATE CONTRIBUTIONS AND EXPENDITURES	13. EXPENDITURES SUBJECT TO LIMITATION (From FEC Form 3P, Page 4)	8,093,842.64	
	14. NET CONTRIBUTIONS (Other than Loans) (Subtract Line 28d Column B from 17a Column B)	34,567.50	
	15. NET OPERATING EXPENDITURES (Subtract Line 20a Column B from 23 Column B)	208,493.90	
I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.			
TYPE OR PRINT NAME OF TREASURER <b>WILLIAM R. WHITE</b>			
SIGNATURE OF TREASURER <i>William R. White</i>		DATE <b>Jan. 31, 1986</b>	
NOTE: Submission of false, erroneous or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. § 437g. All previous versions of FEC Form 3P are obsolete and should no longer be used.			
For further information, contact: Federal Election Commission Toll Free 800-424-9530 Local 523-4068			
FEC Form 3P (2/83)			

\* Bank Balance shows \$446.18, Committee is looking for differences which will be detailed in an amendment

**DETAILED SUMMARY OF RECEIPTS AND DISBURSEMENTS**  
(Page 2, FEC FORM 3P)

NAME OF COMMITTEE (in Full)		REPORT COVERING THE PERIOD	
JOHN GLENN PRESIDENTIAL COMMITTEE, INC.		From 10/1/85	Through 12/31/85
		COLUMN A Total This Period	COLUMN B Calendar Year-to-Date
<b>I. RECEIPTS</b>			
16 FEDERAL FUNDS (Items on Schedule A-P)	0.00	174,532.32	16
17 CONTRIBUTIONS (other than loans) FROM:			
(a) Individuals/Persons Other Than Political Committees	975.00	26,968.50	17(a)
(b) Political Party Committees	0.00	0.00	17(b)
(c) Other Political Committees	2,000.00	13,300.00	17(c)
(d) The Candidate	0.00	0.00	17(d)
(e) TOTAL CONTRIBUTIONS (other than loans) (Add 17(a), 17(b), 17(c) and 17(d))	2,975.00	40,268.50	17(e)
18 TRANSFERS FROM OTHER AUTHORIZED COMMITTEES	29,291.30	59,139.45	18
19 LOANS RECEIVED			
(a) Loans Received From or Guaranteed by Candidate	0.00	0.00	19(a)
(b) Other Loans	0.00	0.00	19(b)
(c) TOTAL LOANS (Add 19(a) and 19(b))	0.00	0.00	19(c)
20 OFFSETS TO EXPENDITURES (Refunds, Receipts, etc.)			
(a) Operating	836.25	68,027.46	20(a)
(b) Fundraising	0.00	0.00	20(b)
(c) Legal and Accounting	0.00	0.00	20(c)
(d) TOTAL OFFSETS TO EXPENDITURES (Add 20(a), 20(b) and 20(c))	836.25	68,027.46	20(d)
21 OTHER RECEIPTS (Dividends, Interest, etc.)	0.00	1,880.00	21
22 TOTAL RECEIPTS (Add 16, 17(e), 18, 19(c), 20(d) and 21)	33,102.55	361,847.73	22
<b>II. DISBURSEMENTS</b>			
23 OPERATING EXPENDITURES	45,232.71	276,521.36	23
24 TRANSFERS TO OTHER AUTHORIZED COMMITTEES	1,565.88	5,313.27	24
25 FUNDRAISING DISBURSEMENTS	0.00	47,187.51	25
26 EXEMPT LEGAL AND ACCOUNTING DISBURSEMENTS	0.00	51,354.33	26
27 LOAN REPAYMENTS MADE			
(a) Repayments of Loans Made or Guaranteed by Candidate	0.00	0.00	27(a)
(b) Other Repayments	0.00	8,186.88	27(b)
(c) TOTAL LOAN REPAYMENTS MADE (Add 27(a) and 27(b))	0.00	8,186.88	27(c)
28 REFUNDS OF CONTRIBUTIONS TO			
(a) Individuals/Persons Other Than Political Committees	75.00	75.00	28(a)
(b) Political Party Committees	0.00	5,376.00	28(b)
(c) Other Political Committees	0.00	250.00	28(c)
(d) TOTAL CONTRIBUTION REFUNDS (Add 28(a), 28(b) and 28(c))	75.00	5,701.00	28(d)
29 OTHER DISBURSEMENTS	0.00	(5,606.43)	29
30 TOTAL DISBURSEMENTS (Add 23, 24, 25, 26, 27(c), 28(d) and 29)	46,873.59	388,657.92	30
<b>III. CONTRIBUTED ITEMS (Stock, Art Objects, Etc.)</b>			
31 ITEMS (IN HAND) TO BE LIQUIDATED (Attach List)			

88040385112



Federal Election Commission  
1275 K Street, N.W.  
Washington, D.C. 20043

The average estimated tonnage for each category of the domestic recovery was

1

2

12

**JOHN GLENN PRESIDENTIAL COMMITTEE, INC.**

NAME OF LOAN SOURCE (OR RECIPIENT)		ORIGINAL AMOUNT OF LOAN		CUMULATIVE PAYMENT TO DATE		BALANCE OUTSTANDING	
Bank One, Columbus, NA		500,000.00		27,046.73		472,953.27	
ADDRESS (Number and Street)		CITY, STATE, ZIP CODE		TYPE OF ELECTION		Other (specify)	
100 East Broad Street		Columbus, Ohio 43271		<input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/>			
TERMS	DATE INCURRED	DATE DUE	INTEREST RATE (% APR)		SECURED		
	2/9, 2/14/84	On Demand	Prime + 1%		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
LIST ALL ENDORSERS OR GUARANTORS (if any)							
NAME		ADDRESS (Number and Street)		CITY, STATE, ZIP CODE			
NAME OF EMPLOYER			OCCUPATION		AMT OUTSTANDING		
NAME		ADDRESS (Number and Street)		CITY, STATE, ZIP CODE			
NAME OF EMPLOYER			OCCUPATION		AMT OUTSTANDING		
NAME		ADDRESS (Number and Street)		CITY, STATE, ZIP CODE			
NAME OF EMPLOYER			OCCUPATION		AMT OUTSTANDING		

ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
1,000,000.00	54,093.46	945,906.54
TOTALS THIS PERIOD		

# **SCHEDULE C-P**

Federal Election Commission  
1325 K Street, N.W.  
Washington, D.C. 20463

## **LOANS**

Use separate schedule for each category of the enclosed summary page

PAGE <b>2</b>	OF (total pages) <b>2</b>
LINE NUMBER <b>12</b>	

NAME OF COMMITTEE (in Full)

**JOHN GLENN PRESIDENTIAL COMMITTEE, INC.**

NAME OF LOAN SOURCE (OR RECIPIENT) <b>Banc Ohio</b>		ORIGINAL AMOUNT OF LOAN <b>500,000.00</b>	CUMULATIVE PAYMENT TO DATE <b>27,046.73</b>	BALANCE OUTSTANDING <b>472,953.2</b>
ADDRESS (Number and Street) <b>155 East Broad Street</b>				
CITY, STATE, ZIP CODE <b>Columbus, Ohio 43215</b>		TYPE OF ELECTION <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify: _____)		
TERMS	DATE INCURRED <b>2/9, 2/14/84</b>	DATE DUE <b>On Demand</b>	INTEREST RATE (% APR) <b>Prime + 1%</b>	SECURED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

### **LIST ALL ENDORSERS OR GUARANTORS (if any)**

NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING

NAME OF LOAN SOURCE (OR RECIPIENT) <b>Huntington Bank</b>		ORIGINAL AMOUNT OF LOAN <b>500,000.00</b>	CUMULATIVE PAYMENT TO DATE <b>27,046.73</b>	BALANCE OUTSTANDING <b>472,953.2</b>
ADDRESS (Number and Street) <b>175 High Street</b>				
CITY, STATE, ZIP CODE <b>Columbus, Ohio 43215</b>		TYPE OF ELECTION <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify: _____)		
TERMS	DATE INCURRED <b>2/9, 2/14/84</b>	DATE DUE <b>On Demand</b>	INTEREST RATE (% APR) <b>Prime + 1%</b>	SECURED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

### **LIST ALL ENDORSERS OR GUARANTORS (if any)**

NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING

Carry outstanding balance only to Line J, Schedule D-P for this line. If no Schedule D-P, carry forward to appropriate line of Summary.	ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
<b>SUBTOTALS THIS PERIOD THIS PAGE (optional)</b>	<b>1,000,000.00</b>	<b>54,093.46</b>	<b>945,906.</b>
<b>TOTALS THIS PERIOD (last page in this line only)</b>	<b>2,000,000.00</b>	<b>108,186.92</b>	<b>1,891,813.</b>

88040635114

**John  
Glenn**

RECEIVED BY THE FEC

08 FEB 3 01:51

**AMENDMENT TO THE STATEMENT OF ORGANIZATION FOR THE JOHN  
GLENN PRESIDENTIAL COMMITTEE**

January 22, 1986

Ms. Benita Adler  
Reports and Analysis Division  
Federal Election Commission  
999 E Street, N.W.  
Washington, D.C. 20463

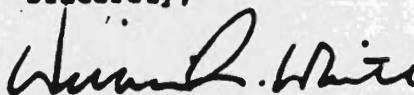
Dear Ms. Adler:

This letter serves to advise you that the John Glenn Committee is affiliated with the John Glenn Presidential Committee for the purposes of joint fundraising pursuant to 11 C.F.R. 9034.8.

I appreciate your assistance in making the required changes to the Federal Election Commission's record.

If any further action is necessary to comply with Federal regulations regarding this amendment, please notify my staff assistant, Anne Nicholson at 675-6440.

Sincerely,



William R. White  
Treasurer  
John Glenn Presidential Committee



77  
FEC Form 3P, Page 1  
Federal Election Commission  
1325 K Street, N.W.  
Washington, D.C. 20463

B-3  
REPORT OF RECEIPTS AND DISBURSEMENTS  
BY AN AUTHORIZED COMMITTEE OF A  
CANDIDATE FOR THE OFFICE OF PRESIDENT

RECEIVED AT THE VES

85027:2 P2:01

NOTE: This report is to be used by an authorized committee of a candidate seeking nomination or election to the Office of President or Vice President of the United States whether or not public funds are used.

1. NAME OF COMMITTEE IN FULL

JOHN GLENN PRESIDENTIAL COMMITTEE, INC.

ADDRESS (Number and Street)

236 Massachusetts Avenue, N.E., Suite 210

CITY

Washington

STATE

D.C.

ZIP CODE

20002

☐ Check if name or address is changed

2. IDENTIFICATION NUMBER

C70164855

3. IS THIS REPORT OF RECEIPTS AND DISBURSEMENTS FOR:

☒ Primary ☐ General

4. TYPE OF REPORT  
("X" appropriate box and complete, if applicable)

☐ Amendment for (Report)

☐ Monthly Report (month)

☐ April 15 Quarterly Report

☐ January 31 Year-end Report

☐ July 15 Quarterly Report

☐ Termination Report

☒ October 15 Quarterly Report

☐ Twelfth Day Before Election

☐ Twelfth Day After Election

TYPE OF ELECTION

STATE

ELECTION DATE

COMMITTEE SUMMARY OF RECEIPTS AND DISBURSEMENTS

5. COVERING PERIOD

FROM

July 1, 1985

THROUGH

September 30, 1985

SUMMARY

6. CASH ON HAND AT BEGINNING OF THE REPORTING PERIOD

10,374.54

7. TOTAL RECEIPTS THIS PERIOD  
(From Line 22 Column A)

46,937.26

8. SUBTOTAL

(Add Line 6 and 7)

57,611.80

9. TOTAL DISBURSEMENTS THIS PERIOD  
(From Line 30 Column A)

60,551.16

10. CASH ON HAND AT CLOSE OF THE REPORTING PERIOD  
(Subtract Line 9 from 8)

(2,939.36)

11. DEBTS AND OBLIGATIONS OWED TO THE COMMITTEE  
(Itemize All on Schedule C or Schedule D)

67,166.41

12. DEBTS AND OBLIGATIONS OWED BY THE COMMITTEE  
(Itemize All on Schedule C or Schedule D)

2,953,740.24

13. EXPENDITURES SUBJECT TO LIMITATION  
(From FEC Form 3P, Page 4)

8,102,321.51

NET YEAR-TO-DATE CONTRIBUTIONS AND EXPENDITURES

14. NET CONTRIBUTIONS (Other than Loans)  
(Subtract Line 28d Column B from 17e Column B)

31,767.50

15. NET OPERATING EXPENDITURES  
(Subtract Line 20e Column B from 23 Column B)

216,972.77

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

TYPE OR PRINT NAME OF TREASURER

William B. White

SIGNATURE OF TREASURER

William B. White

DATE

October 15, 1985

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. § 437g.

All previous versions of FEC Form 3P are obsolete and should no longer be used.

For further information, contact:  
Federal Election Commission  
Toll Free (800) 424-9533  
Local 523-4688

FEC Form 3P (2/80)

**DETAILED SUMMARY OF RECEIPTS AND DISBURSEMENTS**  
(Page 2, FEC FORM 3P)

NAME OF COMMITTEE (in Full)

**JOHN GLENN PRESIDENTIAL COMMITTEE, INC.**

REPORT COVERING THE PERIOD:

From: 7/1/85 Through: 9/30/85

**COLUMN A**  
Total This Period

**COLUMN B**  
Calendar Year-to-Date

**I. RECEIPTS**

16. FEDERAL FUNDS (Itemize on Schedule A-P)	-0-	174,532.32	16
17. CONTRIBUTIONS (other than loans) FROM:			
(a) Individuals/Persons Other Than Political Committees	2,081.00	26,093.50	17(a)
(b) Political Party Committees	-0-	-0-	17(b)
(c) Other Political Committees	-0-	11,300.00	17(c)
(d) The Candidate	-0-	-0-	17(d)
(e) TOTAL CONTRIBUTIONS (other than loans) (Add 17(a), 17(b), 17(c) and 17(d))	2,081.00	37,393.50	17(e)
18. TRANSFERS FROM OTHER AUTHORIZED COMMITTEES	36,575.92	64,858.19	18
19. LOANS RECEIVED:			
(a) Loans Received From or Guaranteed by Candidate	-0-	-0-	19(a)
(b) Other Loans	-0-	-0-	19(b)
(c) TOTAL LOANS (Add 19(a) and 19(b))	-0-	-0-	19(c)
20. OFFSETS TO EXPENDITURES (Refunds, Rebates, etc.):			
(a) Operating	7,026.55	32,181.17	20(a)
(b) Fundraising	-0-	-0-	20(b)
(c) Legal and Accounting	-0-	-0-	20(c)
(d) TOTAL OFFSETS TO EXPENDITURES (Add 20(a), 20(b) and 20(c))	7,026.55	32,181.17	20(d)
21. OTHER RECEIPTS (Dividends, Interest, etc.)	1,253.79	2,995.40	21
22. TOTAL RECEIPTS (Add 16, 17(e), 18, 19(c), 20(d) and 21)	46,937.26	311,960.58	22

**II. DISBURSEMENTS**

23. OPERATING EXPENDITURES	54,456.68	249,153.94	23
24. TRANSFERS TO OTHER AUTHORIZED COMMITTEES	-0-	3,747.39	24
25. FUNDRAISING DISBURSEMENTS	-0-	47,187.51	25
26. EXEMPT LEGAL AND ACCOUNTING DISBURSEMENTS	-0-	51,354.33	26
27. LOAN REPAYMENTS MADE:			
(a) Repayments of Loans Made or Guaranteed by Candidate	6,094.48	8,186.88	27(a)
(b) Other Repayments	6,094.48	8,186.88	27(b)
(c) TOTAL LOAN REPAYMENTS MADE (Add 27(a) and 27(b))	6,094.48	8,186.88	27(c)
28. REFUNDS OF CONTRIBUTIONS TO			
(a) Individuals/Persons Other Than Political Committees	-0-	-0-	28(a)
(b) Political Party Committees	-0-	5,376.00	28(b)
(c) Other Political Committees	-0-	250.00	28(c)
(d) TOTAL CONTRIBUTION REFUNDS (Add 28(a), 28(b) and 28(c))	-0-	5,626.00	28(d)
29. OTHER DISBURSEMENTS	-0-	(5,606.43)	29
30. TOTAL DISBURSEMENTS (Add 23, 24, 25, 26, 27(c), 28(d) and 29)	60,551.16	359,649.62	30
III. CONTRIBUTED ITEMS (Stock, Art Objects, Etc.)			
31. ITEMS ON HAND TO BE LIQUIDATED (Attach List)			31

# **SCHEDULE C-P**

Federal Election Commission  
1200 K Street, N.W.  
Washington, D.C. 20463

## **LOANS**

Use spaces  
provided for  
each category  
of the detailed  
summary page

PAGE <b>1</b>	OF TOTAL PAGES <b>2</b>
LINE NUMBER <b>12</b>	

NAME OF COMMITTEE (in full)

**JOHN GLENN PRESIDENTIAL COMMITTEE, INC.**

NAME OF LOAN SOURCE (OR RECIPIENT) <b>Banc Ohio</b>		ORIGINAL AMOUNT OF LOAN <b>\$500,000.00</b>	CUMULATIVE PAYMENT TO DATE <b>\$27,046.73</b>	BALANCE OUTSTANDING <b>\$472,953.27</b>
ADDRESS (Number and Street) <b>155 E. Broad Street</b>				
CITY, STATE, ZIP CODE <b>Columbus, Ohio 43215</b>				
TERMS DATE INCURRED <b>2/9, 2/14/84</b>		DATE DUE <b>On Demand</b>	TYPE OF ELECTION <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	
		INTEREST RATE (3 APR) <b>Prime + 1%</b>	SECURED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
LIST ALL ENDORSERS OR GUARANTORS (if any)				
NAME		ADDRESS (Number and Street)		CITY, STATE, ZIP CODE
NAME OF EMPLOYER		OCCUPATION		AMT. OUTSTANDING
NAME		ADDRESS (Number and Street)		CITY, STATE, ZIP CODE
NAME OF EMPLOYER		OCCUPATION		AMT. OUTSTANDING
NAME		ADDRESS (Number and Street)		CITY, STATE, ZIP CODE
NAME OF EMPLOYER		OCCUPATION		AMT. OUTSTANDING

NAME OF LOAN SOURCE (OR RECIPIENT) <b>Huntington National Bank</b>		ORIGINAL AMOUNT OF LOAN <b>\$500,000.00</b>	CUMULATIVE PAYMENT TO DATE <b>\$27,046.73</b>	BALANCE OUTSTANDING <b>\$472,953.27</b>
ADDRESS (Number and Street) <b>175 High Street</b>				
CITY, STATE, ZIP CODE <b>Columbus, Ohio 43215</b>				
TERMS DATE INCURRED <b>2/9, 2/14/84</b>		DATE DUE <b>On Demand</b>	TYPE OF ELECTION <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	
		INTEREST RATE (3 APR) <b>Prime + 1%</b>	SECURED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
LIST ALL ENDORSERS OR GUARANTORS (if any)				
NAME		ADDRESS (Number and Street)		CITY, STATE, ZIP CODE
NAME OF EMPLOYER		OCCUPATION		AMT. OUTSTANDING
NAME		ADDRESS (Number and Street)		CITY, STATE, ZIP CODE
NAME OF EMPLOYER		OCCUPATION		AMT. OUTSTANDING
NAME		ADDRESS (Number and Street)		CITY, STATE, ZIP CODE
NAME OF EMPLOYER		OCCUPATION		AMT. OUTSTANDING

Carry outstanding balance only to Line J, Schedule D-P, for this line.  
If no Schedule D-P, carry forward to appropriate line of Summary.

	ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
SUBTOTALS THIS PERIOD THIS PAGE (optional)	\$1,000,000.00	\$54,093.46	\$945,906.54
TOTALS THIS PERIOD (last page in this line only)			

8304038318  
35733310037



**SCHEDULE C-P**  
Federal Election Commission  
1200 K Street, N.W.  
Washington, D.C. 20460

**LOANS**

Use separate schedule for each category of the detailed summary page

PAGE <b>2</b>	OF Total pages <b>2</b>
LINE NUMBER <b>12</b>	

NAME OF COMMITTEE (in full)  
**JOHN GLENN PRESIDENTIAL COMMITTEE, INC.**

NAME OF LOAN SOURCE (OR RECIPIENT) <b>AMERITRUST</b>	ORIGINAL AMOUNT OF LOAN <b>\$500,000.00</b>	CUMULATIVE PAYMENT TO DATE <b>\$27,046.73</b>	BALANCE OUTSTANDING <b>\$472,953.27</b>
ADDRESS (Number and Street) <b>900 Euclid Avenue</b>			
CITY, STATE, ZIP CODE <b>Cleveland, Ohio 44115</b>			
TERMS <input checked="" type="checkbox"/> DATE INCURRED <b>2/9, 2/14/84</b> <input type="checkbox"/> DATE DUE <b>On Demand</b>	TYPE OF ELECTION <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)		INTEREST RATE (% APR) <b>Prime + 1%</b>
		SECURED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

**LIST ALL ENDORSERS OR GUARANTORS (if any)**

NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING

NAME OF LOAN SOURCE (OR RECIPIENT) <b>Bank One of Columbus, N.A.</b>	ORIGINAL AMOUNT OF LOAN <b>\$500,000.00</b>	CUMULATIVE PAYMENT TO DATE <b>\$27,046.73</b>	BALANCE OUTSTANDING <b>\$472,953.28</b>
ADDRESS (Number and Street) <b>100 East Broad Street</b>			
CITY, STATE, ZIP CODE <b>Columbus, Ohio 43215</b>			
TERMS <input checked="" type="checkbox"/> DATE INCURRED <b>2/9, 2/14/84</b> <input type="checkbox"/> DATE DUE <b>On Demand</b>	TYPE OF ELECTION <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)		INTEREST RATE (% APR) <b>Prime + 1%</b>
		SECURED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

**LIST ALL ENDORSERS OR GUARANTORS (if any)**

NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING

Carry outstanding balance only to Line 3, Schedule D-P, for this line. If no Schedule D-P, carry forward to appropriate line of Summary.

	ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
SUBTOTALS THIS PERIOD THIS PAGE (optional)	<b>\$1,000,000.00</b>	<b>\$54,093.46</b>	<b>\$945,906.55</b>
TOTALS THIS PERIOD (last page in this line only)	<b>\$2,000,000.00</b>	<b>\$108,136.92</b>	<b>\$1,891,813.00</b>

88040385119  
3573330037

FEC Form 3P, Page 1  
Federal Election Commission  
1325 K Street, N.W.  
Washington, D.C. 20463

**REPORT OF RECEIPTS AND DISBURSEMENTS  
BY AN AUTHORIZED COMMITTEE OF A  
CANDIDATE FOR THE OFFICE OF PRESIDENT**

EXHIBIT  
B-4  
FEC  
85 JUL 16 P 1: 26

NOTE: This report is to be used by an authorized committee of a candidate seeking nomination or election to the Office of President or Vice President of the United States whether or not public funds are used.

1. NAME OF COMMITTEE IN FULL JOHN CLINN PRESIDENTIAL COMMITTEE, INC.		2. IDENTIFICATION NUMBER C001648551	
ADDRESS (Number and Street) 236 Mass. Ave., NE, Suite 210		3. IS THIS REPORT OF RECEIPTS AND DISBURSEMENTS FOR:	
CITY Washington	STATE DC	ZIP CODE 20002	<input type="checkbox"/> Check if name or address is changed
<input type="checkbox"/> Amendment for (Report)		<input type="checkbox"/> Monthly Report (month)	
<input type="checkbox"/> April 15 Quarterly Report		<input type="checkbox"/> January 31 Year-end Report	
<input checked="" type="checkbox"/> July 15 Quarterly Report		<input type="checkbox"/> Termination Report	
<input type="checkbox"/> October 15 Quarterly Report		<input type="checkbox"/> Twelfth Day Before Election	
		<input type="checkbox"/> Twelfth Day After Election	
4. TYPE OF REPORT ("X" appropriate box and complete, if applicable)		TYPE OF ELECTION	
		STATE	
		ELECTION DATE	

**COMMITTEE SUMMARY OF RECEIPTS AND DISBURSEMENTS**

5. COVERING PERIOD		FROM	THROUGH
		APRIL 30, 1985	JUNE 30, 1985
SUMMARY	6. CASH ON HAND AT BEGINNING OF THE REPORTING PERIOD	94,378.94	
	7. TOTAL RECEIPTS THIS PERIOD (From Line 22 Column A)	22,229.12	
	8. SUBTOTAL (Add Line 6 and 7)	116,608.06	
	9. TOTAL DISBURSEMENTS THIS PERIOD (From Line 30 Column A)	105,933.52	
	10. CASH ON HAND AT CLOSE OF THE REPORTING PERIOD (Subtract Line 9 from 8)	10,674.54	
	11. DEBTS AND OBLIGATIONS OWED TO THE COMMITTEE (Itemize All on Schedule C or Schedule D)	67,166.41	
	12. DEBTS AND OBLIGATIONS OWED BY THE COMMITTEE (Itemize All on Schedule C or Schedule D)	2,834,026.04	
	13. EXPENDITURES SUBJECT TO LIMITATION (From FEC Form 3P, Page 4)	8,054,891.38	
	14. NET CONTRIBUTIONS (Other than Loans) (Subtract Line 28d Column B from 17e Column B)	29,686.50	
	15. NET OPERATING EXPENDITURES (Subtract Line 20a Column B from 23 Column B)	169,542.64	

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

TYPE OR PRINT NAME OF TREASURER

WILLIAM R. WHITE

SIGNATURE OF TREASURER

*William R. White*

DATE

July 15, 1985

For further information contact:

Federal Election Commission  
Toll Free 800-424-9530  
Local 523-4068

NOTE: Submission of false statements or incomplete information may subject the person signing this Report to the penalties of 18 U.S.C. § 477.

All previous versions of FEC Form 3P are obsolete and should no longer be used.

FEC Form 3P 12-83

**DETAILED SUMMARY OF RECEIPTS AND DISBURSEMENTS**  
(Page 2, FEC FORM 3P)

NAME OF COMMITTEE (in Full)		REPORT COVERING THE PERIOD:	
JOHN GLENN PRESIDENTIAL COMMITTEE, INC.		From 4/30/85	Through 6/30/85
		COLUMN A Total This Period	COLUMN B Calendar Year-to-Date
<b>I. RECEIPTS</b>			
16. FEDERAL FUNDS (Itemize on Schedule A-P)		-0-	174,532.32
17. CONTRIBUTIONS (other than loans) FROM:			
(a) Individuals/Persons Other Than Political Committees		6,061.00	24,012.50
(b) Political Party Committees		-0-	-0-
(c) Other Political Committees		800.00	11,300.00
(d) The Candidate		-	-
(e) TOTAL CONTRIBUTIONS (other than loans) (Add 17(a), 17(b), 17(c) and 17(d))		6,861.00	35,312.50
18. TRANSFERS FROM OTHER AUTHORIZED COMMITTEES		-0-	28,782.27
19. LOANS RECEIVED			
(a) Loans Received From or Guaranteed by Candidate		-0-	-0-
(b) Other Loans		-0-	-0-
(c) TOTAL LOANS (Add 19(a) and 19(b))		-0-	-0-
20. OFFSETS TO EXPENDITURES (Refunds, Netates, etc.):			
(a) Operating		14,144.70	25,154.62
(b) Fundraising		-0-	-0-
(c) Legal and Accounting		-0-	-0-
(d) TOTAL OFFSETS TO EXPENDITURES (Add 20(a), 20(b) and 20(c))		14,144.70	25,154.62
21. OTHER RECEIPTS (Dividends, Interest, etc.)		1,243.42	1,741.61
22. TOTAL RECEIPTS (Add 16, 17(e), 18, 19(c), 20(d) and 21)		22,229.12	265,023.32
<b>II. DISBURSEMENTS</b>			
23. OPERATING EXPENDITURES		79,077.68	194,697.26
24. TRANSFERS TO OTHER AUTHORIZED COMMITTEES		-0-	3,747.39
25. FUNDRAISING DISBURSEMENTS		10,556.39	47,187.51
26. EXEMPT LEGAL AND ACCOUNTING DISBURSEMENTS		16,998.48	51,354.33
27. LOAN REPAYMENTS MADE			
(a) Repayments of Loans Made or Guaranteed by Candidate			
(b) Other Repayments		2,092.40	2,092.40
(c) TOTAL LOAN REPAYMENTS MADE (Add 27(a) and 27(b))		2,092.40	2,092.40
28. REFUNDS OF CONTRIBUTIONS TO:			
(a) Individuals/Persons Other Than Political Committees		1,565.00	5,175.00
(b) Political Party Committees		250.00	250.00
(c) Other Political Committees		-	-
(d) TOTAL CONTRIBUTION REFUNDS (Add 28(a), 28(b) and 28(c))		1,815.00	5,425.00
29. OTHER DISBURSEMENTS		(4,606.43)	(5,606.43)
30. TOTAL DISBURSEMENTS (Add 23, 24, 25, 26, 27(c), 28(d) and 29)		105,933.52	299,048.56
<b>III. CONTRIBUTED ITEMS (Stock, Art Objects, Etc.)</b>			

89040585121



# SCHEDULE C P

Federal Election Commission  
1325 G Street, N.W.  
Washington, D.C. 20463

## LOANS

Use separate  
schedules for  
each category  
of the detailed  
summary page

PAGE

1

130 11-10 1987

2

LINE NUMBER

12

NAME OF COMMITTEE (in Full)

JOHN GLENN PRESIDENTIAL COMMITTEE, INC.

NAME (LOAN SOURCE OR RECIPIENT) BANC OHIO		ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
ADDRESS (Number and Street) 155 E. Broad Street		500,000.00	25,531.10	474,476.90
CITY STATE, ZIP CODE Columbus, Ohio 43215		TYPE OF ELECTION <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (Specify)		
TERMS	DATE INCURRED 2/9, 2/14/84	DATE DUE on demand	INTEREST RATE (% APR) Prime+1%	SECURED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
LIST ALL ENDORSERS OR GUARANTORS (if any)				
NAME		ADDRESS (Number and Street)	CITY STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	
NAME		ADDRESS (Number and Street)	CITY STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	
NAME		ADDRESS (Number and Street)	CITY STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	

NAME (LOAN SOURCE OR RECIPIENT) HUNTINGTON NATIONAL BANK		ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
ADDRESS (Number and Street) 175 High Street		500,000.00	25,531.10	474,476.90
CITY STATE, ZIP CODE Columbus, Ohio 43215		TYPE OF ELECTION <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (Specify)		
TERMS	DATE INCURRED 2/9, 2/14/84	DATE DUE on demand	INTEREST RATE (% APR) Prime+1%	SECURED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
LIST ALL ENDORSERS OR GUARANTORS (if any)				
NAME		ADDRESS (Number and Street)	CITY STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	
NAME		ADDRESS (Number and Street)	CITY STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	
NAME		ADDRESS (Number and Street)	CITY STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	

Carry outstanding balance only to Line 3, Schedule D-P, for this line if no Schedule D-P carry forward to appropriate line of Summary	ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
SUBTOTALS THIS PERIOD THIS PAGE (optional)	1,000,000.00	51,056.20	948,943.80
TOTALS THIS PERIOD (last page in this line only)			

88040585122

# SCHEDULE C-P

Reduction Commission  
1100 Street, N.W.  
Washington, D.C. 20463

## LOANS

Use separate schedule for each category of the original summary page

Page 2  
Loan Number 12

Committee in Full

JOHN GLENN PRESIDENTIAL COMMITTEE, INC.

NAME OF LOAN SOURCE (OR RECIPIENT) <b>AMERITRUST</b>		ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
ADDRESS (Number and Street) <b>100 Euclid Avenue</b>		<b>500,000.00</b>	<b>25,523.10</b>	<b>474,476.90</b>
CITY, STATE, ZIP CODE <b>Cleveland, OH 43215</b>		TYPE OF ELECTION <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (Specify)		
TERMS	DATE INCURRED <b>2/9, 2/14/84</b>	DATE DUE <b>on demand</b>	INTEREST RATE (if APR) <b>Prime+1%</b>	SECURED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
LIST ALL ENDORSERS OR GUARANTORS (if any)				
NAME		ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	
NAME		ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	
NAME		ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	

NAME OF LOAN SOURCE (OR RECIPIENT) <b>BANK ONE OF COLUMBUS, NA</b>		ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
ADDRESS (Number and Street) <b>100 E. Broad Street</b>		<b>500,000.00</b>	<b>25,523.10</b>	<b>474,476.90</b>
CITY, STATE, ZIP CODE <b>Columbus, Ohio 43215</b>		TYPE OF ELECTION <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (Specify)		
TERMS	DATE INCURRED <b>2/9, 2/14/84</b>	DATE DUE <b>on demand</b>	INTEREST RATE (if APR) <b>Prime+1%</b>	SECURED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
LIST ALL ENDORSERS OR GUARANTORS (if any)				
NAME		ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	
NAME		ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	
NAME		ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	

Subtotal (including balance of previous page) (Signature (S.P. for this line if not for this page) (Sign for each page to designate end of Summary)	ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
SUBTOTALS THIS PERIOD THIS PAGE (Signature)	500,000.00	25,523.10	474,476.90
TOTALS FOR PERIOD (Signature)			

88040585123

..Flag.. ..FEC

~~05 JUL 68~~ 21:26

**Ms. Benita Adler, Senior Analyst  
Reports and Analysis Division  
Federal Election Commission  
1325 K Street, NW  
Washington, D.C. 20463**

Enclosed is a copy of FEC form 3-P, "Report of Receipts and Disbursements by an Authorized Committee of a Candidate," for the John Glenn Presidential Committee, Inc. This report covers the period of April 1, 1985 through June 30, 1985.

**Cynthia Swift**  
**Accountant**



FEC Form 3P, Page 1  
Federal Election Commission  
1200 H Street, N.W.  
Washington, D.C. 20540

**REPORT OF RECEIPTS AND DISBURSEMENTS  
BY AN AUTHORIZED COMMITTEE OF A  
CANDIDATE FOR THE OFFICE OF PRESIDENT**

A-5

NOTE: This report is to be used by an authorized committee of a candidate seeking nomination or election to the office of President or Vice President of the United States whether or not public funds are used.

1. NAME OF COMMITTEE IN FULL <b>JOHN GLINN PRESIDENTIAL COMMITTEE, INC.</b>		2. IDENTIFICATION NUMBER <b>000164853</b>	
3. ADDRESS (Number and Street) <b>234 Massachusetts Ave., NE, S.W. 210</b>			
CITY <b>Washington</b>	STATE <b>DC</b>	ZIP CODE <b>20002</b>	<input type="checkbox"/> Check if name of address is changed
4. TYPE OF REPORT (For appropriate box and complete, if applicable) <input type="checkbox"/> Anticipated (for General) <input type="checkbox"/> Monthly Report (General) <input checked="" type="checkbox"/> April 15 Quarterly Report <input type="checkbox"/> July 15 Quarterly Report <input type="checkbox"/> October 15 Quarterly Report <input type="checkbox"/> January 31 Year-end Report <input type="checkbox"/> Termination Report		<input type="checkbox"/> Transfer Day Entry System <input type="checkbox"/> Transfer Day Entry System TYPE OF ELECTRONIC DATE RECEIVED DATE	

**COMMITTEE SUMMARY OF RECEIPTS AND DISBURSEMENTS**

5. COVERING PERIOD		FROM <b>JANUARY 1, 1985</b>	THROUGH <b>MARCH 31, 1985</b>
SUMMARY	6. CASH ON HAND AT BEGINNING OF THE REPORTING PERIOD .....	44,749.68	
	7. TOTAL RECEIPTS THIS PERIOD (From Line 22 Column A) .....	242,794.20	
	8. SUBTOTAL (Add Line 6 and 7) .....	287,543.68	
	9. TOTAL DISBURSEMENTS THIS PERIOD (From Line 30 Column A) .....	193,164.94	
	10. CASH ON HAND AT CLOSE OF THE REPORTING PERIOD (Subtract Line 9 from 8) .....	94,378.94	
	11. DEBTS AND OBLIGATIONS OWED TO THE COMMITTEE (Itemize All on Schedule C or Schedule D) .....	67,166.41	
	12. DEBTS AND OBLIGATIONS OWED BY THE COMMITTEE (Itemize All on Schedule C or Schedule D) .....	2,839,391.31	
	13. EXPENDITURES SUBJECT TO LIMITATION (From FEC Form 3P, Page 4) .....	7,989,250.40	
	14. NET CONTRIBUTIONS (Other than Loans) (Subtract Line 28d Column B from 17e Column B) .....	24,660.50	
	15. NET OPERATING EXPENDITURES (Subtract Line 20a Column B from 23 Column B) .....	104,609.66	
NET YEAR-TO-DATE CONTRIBUTIONS AND EXPENDITURES			

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

TYPE OR PRINT NAME OF TREASURER  
**William R. White**

SIGNATURE OF TREASURER

*William R. White*

DATE

**April 15, 1985**

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. §437g.

All previous versions of FEC Form 3P are obsolete and should no longer be used.

For further information, contact:

Federal Election Commission  
Toll Free 800-424-9530  
Local 523-4033

FEC Form 3P (2/82)

5033330574

# **DETAILED SUMMARY OF RECEIPTS AND DISBURSEMENTS** (Page 2, FEC FORM 37)

NAME OF COMMITTEE (in Full)		REPORT COVERING THE PERIOD	
JOHN GLENN PRESIDENTIAL COMMITTEE, INC.		From: 1/1/83	Through: 3/31/83
		COLUMN A Total This Period	COLUMN B Calendar Year-to-Date
<b>I. RECEIPTS</b>			
16. FEDERAL FUNDS (Itemize on Schedule A-F)		174,332.32	174,332.32
17. CONTRIBUTIONS (other than loans) FROM:		17,971.50	17,971.50
(a) Individuals/Persons Other Than Political Committees		-0-	-0-
(b) Political Party Committees		10,500.00	10,500.00
(c) Other Political Committees		-	-
(d) The Candidate		28,471.50	28,471.50
(e) TOTAL CONTRIBUTIONS (other than loans) (Add 17(a), 17(b), 17(c) and 17(d))		28,282.27	28,282.27
18. TRANSFERS FROM OTHER AUTHORIZED COMMITTEES			
19. LOANS RECEIVED:		-0-	-0-
(a) Loans Received From or Guaranteed by Candidate		-0-	-0-
(b) Other Loans		-0-	-0-
(c) TOTAL LOANS (Add 19(a) and 19(b))			
20. OFFSETS TO EXPENDITURES (Refunds, Retains, etc.):		11,009.92	11,009.92
(a) Operating		-0-	-0-
(b) Fundraising		-0-	-0-
(c) Legal and Accounting		-0-	-0-
(d) TOTAL OFFSETS TO EXPENDITURES (Add 20(a), 20(b) and 20(c))		498.19	498.19
21. OTHER RECEIPTS (Dividends, Interest, etc.)		242,794.20	242,794.20
22. TOTAL RECEIPTS (Add 16, 17(e), 18, 19(c), 20(d) and 21)			
<b>II. DISBURSEMENTS</b>			
23. OPERATING EXPENDITURES		115,619.58	115,619.58
24. TRANSFERS TO OTHER AUTHORIZED COMMITTEES		3,747.39	3,747.39
25. FUNDRAISING DISBURSEMENTS		36,631.12	36,631.12
26. EXEMPT LEGAL AND ACCOUNTING DISBURSEMENTS		34,355.85	34,355.85
27. LOAN REPAYMENTS MADE:		-0-	-0-
(a) Repayments of Loans Made or Guaranteed by Candidate		-0-	-0-
(b) Other Repayments		-0-	-0-
(c) TOTAL LOAN REPAYMENTS MADE (Add 27(a) and 27(b))			
28. REFUNDS OF CONTRIBUTIONS TO:		3,811.00	3,811.00
(a) Individuals/Persons Other Than Political Committees		-0-	-0-
(b) Political Party Committees		-0-	-0-
(c) Other Political Committees		3,811.00	3,811.00
(d) TOTAL CONTRIBUTION REFUNDS (Add 28(a), 28(b) and 28(c))		(1,000.00)	(1,000.00)
29. OTHER DISBURSEMENTS		193,164.94	193,164.94
30. TOTAL DISBURSEMENTS (Add 23, 24, 25, 26, 27(c), 28(d) and 29)			
<b>III. CONTRIBUTED ITEMS (Stock, Art Objects, Etc.)</b>			
31. ITEMS ON HAND TO BE LIQUIDATED (Attach List)			

83040585126

# SCHEDULE C

United States Government  
1275 G Street, N.W.  
Washington, D.C. 20543

## LOANS

The amount  
to be included on  
this summary  
of the original  
summary page

LINE NUMBER

12

NAME OF COMMITTEE (in full)

JOHN GLENN PRESIDENTIAL COMMITTEE, INC.

NAME OF LOAN SOURCE (OR RECIPIENT) Huntington National Bank		ORIGINAL AMOUNT OF LOAN 500,000.00	CUMULATIVE PAYMENT TO DATE 25,000.00	BALANCE OUTSTANDING 475,000.00
ADDRESS (Number and Street) 175 High Street				
CITY, STATE, ZIP CODE Columbus, OH 43215		TYPE OF ELECTION <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)		
TERMS 10	DATE INCURRED 2/9, 2/14	DATE DUE on demand	INTEREST RATE (5 APR) Prime + 1%	SECURED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
LIST ALL ENDORSERS OR GUARANTORS (if any)				
NAME		ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	
NAME		ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	
NAME		ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	

NAME OF LOAN SOURCE (OR RECIPIENT) Huntington National Bank		ORIGINAL AMOUNT OF LOAN 500,000.00	CUMULATIVE PAYMENT TO DATE 25,000.00	BALANCE OUTSTANDING 475,000.00
ADDRESS (Number and Street) 175 High Street				
CITY, STATE, ZIP CODE Columbus, OH 43215		TYPE OF ELECTION <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)		
TERMS 10	DATE INCURRED 2/9, 2/14	DATE DUE on demand	INTEREST RATE (5 APR) Prime + 1%	SECURED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
LIST ALL ENDORSERS OR GUARANTORS (if any)				
NAME		ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	
NAME		ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	
NAME		ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	

Carry outstanding balance only to Line 3, Schedule D-P for this line. On Schedule D-P, carry forward to appropriate line of Summary.	ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
SUBTOTALS THIS PERIOD THIS PAGE (optional)	1,000,000.00	50,000.00	950,000.00
TOTALS THIS PERIOD (last page in this line only)			

83040605127



# **SCHEDULE C-P**

Federal Election Commission  
1200 G Street, N.W.  
Washington, D.C. 20463

## **LOANS**

Use separate  
statements for  
each category  
of the detailed  
summary page

PAGE

2

OF PAGE(S)

8

LINE NUMBER

12

NAME OF COMMITTEE ON FILE

JOHN GLENN PRESIDENTIAL COMMITTEE, INC.

NAME OF LOAN SOURCE (OR RECIPIENT) <b>AMERICAN TRUST</b>		ORIGINAL AMOUNT OF LOAN <b>500,000.00</b>	CUMULATIVE PAYMENT TO DATE <b>25,000.00</b>	BALANCE OUTSTANDING <b>475,000.00</b>
ADDRESS (Number and Street) <b>900 Euclid Avenue</b>				
CITY, STATE, ZIP CODE <b>Cleveland, Ohio 43215</b>		TYPE OF ELECTION <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)		
TERMS <input checked="" type="checkbox"/> DATE INCURRED <b>2/9, 2/14</b>	DATE DUE <b>on demand</b>	INTEREST RATE (APR) <b>Prime + 10</b>	SECURED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
LIST ALL ENDORSERS OR GUARANTORS (if any)				
NAME		ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	
NAME		ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	
NAME		ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	

NAME OF LOAN SOURCE (OR RECIPIENT) <b>Bank One of Columbus, NA</b>		ORIGINAL AMOUNT OF LOAN <b>500,000.00</b>	CUMULATIVE PAYMENT TO DATE <b>25,000.00</b>	BALANCE OUTSTANDING <b>475,000.00</b>
ADDRESS (Number and Street) <b>100 E. Broad Street</b>				
CITY, STATE, ZIP CODE <b>Columbus, OH 43215</b>		TYPE OF ELECTION <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)		
TERMS <input checked="" type="checkbox"/> DATE INCURRED <b>2/9, 2/14</b>	DATE DUE <b>on demand</b>	INTEREST RATE (APR) <b>Prime + 10</b>	SECURED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
LIST ALL ENDORSERS OR GUARANTORS (if any)				
NAME		ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	
NAME		ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	
NAME		ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	

Carry outstanding balances only to Line 3, Schedule D-P, for this line.  
If no Schedule D-P, carry forward to appropriate line of Summary.

	ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
SUBTOTALS THIS PERIOD THIS PAGE (optional) .....	1,000,000.00	50,000.00	950,000.00
TOTALS THIS PERIOD (last page in this line only) .....	2,000,000.00	100,000.00	1,900,000.00

**REPORT OF RECEIPTS AND DISBURSEMENTS  
BY AN AUTHORIZED COMMITTEE OF A  
CANDIDATE FOR THE OFFICE OF PRESIDENT**

34 FEB 24 12:33

**NOTE** This report is to be used by an authorized committee of a candidate seeking nomination or election to the Office of President or Vice President of the United States whether or not public funds are used.

<b>1. NAME OF COMMITTEE IN FULL</b> KYLE GLENN PRESIDENTIAL COMMITTEE, INC.		<b>2. IDENTIFICATION NUMBER</b> C001648551	
<b>ADDRESS (Number and Street)</b> 444 N. Capitol St., N.W., Suite 407		<b>3. IS THIS REPORT OF RECEIPTS AND DISBURSEMENTS FOR</b>	
<b>CITY</b> Washington, D.C.	<b>STATE</b>	<b>ZIP CODE</b> 20001	<input type="checkbox"/> Check if name or address is changed
<input type="checkbox"/> Amendment for (Report)		<input checked="" type="checkbox"/> Monthly Report (month) January	
<b>4. TYPE OF REPORT</b> (Type appropriate, true and complete, if applicable)		<input type="checkbox"/> Twelfth Day Before Election	
<input type="checkbox"/> April 15 Quarterly Report		<input type="checkbox"/> Thirtieth Day After Election	
<input type="checkbox"/> July 15 Quarterly Report		<input type="checkbox"/> TYPE OF ELECTION	
<input type="checkbox"/> October 15 Quarterly Report		<input type="checkbox"/> Termination Report	
		<b>STATE</b> <b>ELECTION DATE</b>	

**COMMITTEE SUMMARY OF RECEIPTS AND DISBURSEMENTS**

<b>5. COVERING PERIOD</b>		<b>FROM</b> January 1, 1984	<b>THROUGH</b> January 31, 1984
<b>SUMMARY</b>	<b>6. CASH ON HAND AT BEGINNING OF THE REPORTING PERIOD</b>	99,674.34	
	<b>7. TOTAL RECEIPTS THIS PERIOD</b> (From Line 22 Column A)	2,594,602.71	
	<b>8. SUBTOTAL</b> (Add Line 6 and 7)	2,694,277.05	
	<b>9. TOTAL DISBURSEMENTS THIS PERIOD</b> (From Line 30 Column A)	2,312,796.37	
	<b>10. CASH ON HAND AT CLOSE OF THE REPORTING PERIOD</b> (Subtract Line 9 from 8)	382,480.68	
<b>NET YEAR-TO-DATE CONTRIBUTIONS AND EXPENDITURES</b>	<b>11. DEBTS AND OBLIGATIONS OWED TO THE COMMITTEE</b> (Itemize All on Schedule C or Schedule D)	77,159.00	
	<b>12. DEBTS AND OBLIGATIONS OWED BY THE COMMITTEE</b> (Itemize All on Schedule C or Schedule D)	399,626.33	
	<b>13. EXPENDITURES SUBJECT TO LIMITATION</b> (From FEC Form 3P, Page 4)	4,776,692.60	
<b>NET YEAR-TO-DATE CONTRIBUTIONS AND EXPENDITURES</b>	<b>14. NET CONTRIBUTIONS (Other than Loans)</b> (Subtract Line 28a Column B from 17a Column B)	129,813.30	
	<b>15. NET OPERATING EXPENDITURES</b> (Subtract Line 20a Column B from 23 Column B)	1,534,997.99	
I certify that I have examined this Report and to the best of my knowledge and belief it is true correct and complete		For further information contact Federal Election Commission Toll Free 800 424 9530 Local 523 4065	
<b>TYPE OR PRINT NAME OF TREASURER</b> Robert A. Farmer			
<b>SIGNATURE OF TREASURER</b> <b>DATE</b> 1/31/84			
<b>NOTE</b>			

**DETAILED SUMMARY OF RECEIPTS AND DISBURSEMENTS**  
(Page 2, FEC FORM 3P)

NAME OF COMMITTEE (or Full)	REPORT COVERS THE PERIOD	
John Glenn Presidential Committee, Inc.	From: 1/1/84	Through: 1/31/84
	COLUMN A Total This Period	COLUMN B Calendar Year-to-Date
<b>I. RECEIPTS</b>		
1. CONTRIBUTIONS (other than loans) (FEC 101)	2,341,051.64	2,341,051.64
17. CONTRIBUTIONS (other than loans) (FEC 101)		
17(a) Party Committee	228,514.78	228,514.78
17(b) Party Committee	3,250.00	3,250.00
17(c) Other		
17(d) TOTAL CONTRIBUTIONS (other than loans) (Add 17(a), 17(b), 17(c) and 17(d))	232,776.78	232,776.78
18. TRANSFERS FROM OTHER AUTHORIZED COMMITTEES		
19. LOANS RECEIVED		
19(a) Loans Received From or Guaranteed by Candidate		
19(b) TOTAL LOANS (Add 19(a) and 19(b))		
20. OFFSETS TO EXPENDITURES (Refunds, Receipts, etc.)		
20(a) Operating	10,567.07	10,567.07
20(b) Fundraising		
20(c) Legal and Accounting		
20(d) TOTAL OFFSETS TO EXPENDITURES (Add 20(a), 20(b) and 20(c))	10,567.07	10,567.07
21. OTHER RECEIPTS (Dividends, Interest, etc.)	1,175.06	1,175.06
22. TOTAL RECEIPTS (Add 16, 17(d), 18, 19(d), 20(d) and 21)	2,594,602.71	2,594,602.71
<b>II. DISBURSEMENTS</b>		
23. OPERATING EXPENDITURES	1,554,565.82	1,554,565.82
24. TRANSFERS TO OTHER AUTHORIZED COMMITTEES		
25. FUNDRAISING DISBURSEMENTS	165,862.34	165,862.34
26. LEGAL AND ACCOUNTING DISBURSEMENTS	107,404.75	107,404.75
27. LOAN REPAYMENTS MADE		
27(a) Repayment of Loans Made or Guaranteed by Candidate	450,000.00	450,000.00
27(b) Other Repayments		
27(c) TOTAL LOAN REPAYMENTS MADE (Add 27(a) and 27(b))	450,000.00	450,000.00
28. OTHER DISBURSEMENTS		
29. TOTAL DISBURSEMENTS (Add 23, 24, 25, 26, 27(c) and 28)	2,177,832.91	2,177,832.91
30. NET RECEIPTS (Add 22 and 29)	416,769.80	416,769.80

88040585130



# SCHEDULE C-P

Federal Election Commission  
1375 K Street, N.W.  
Washington, D.C. 20463

## LOANS

Use separate schedules for each category of the attached summary sheet

PAGE

OF TOTALS PAGE(S)

LINE NUMBER

12

NAME OF COMMITTEE (in Full)

JOHN GLENN PRESIDENTIAL COMMITTEE, INC.

NAME OF LOAN SOURCE OR RECIPIENT: Bank One of Columbus, NA		ORIGINAL AMOUNT OF LOAN Letter of Credit 196,565	CUMULATIVE PAYMENT TO DATE 0	BALANCE OUTSTANDING 196,565
ADDRESS (Number and Street) 100 E. Broad St.		CITY, STATE, ZIP CODE Columbus, Ohio 43215		
TYPE OF ELECTION <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)		TERMS DATE INCURRED Various		
DATE DUE 2/28/85		INTEREST RATE (% APR) SECURED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

### LIST ALL ENDORSERS OR GUARANTORS (if any)

NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING

NAME OF LOAN SOURCE OR RECIPIENT: Bank One of Columbus, NA		ORIGINAL AMOUNT OF LOAN 450,000.00	CUMULATIVE PAYMENT TO DATE 450,000.00	BALANCE OUTSTANDING 0
ADDRESS (Number and Street) 100 E. Broad St.		CITY, STATE, ZIP CODE Columbus, Ohio 43215		
TYPE OF ELECTION <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)		TERMS DATE INCURRED Various		
DATE DUE On Demand		INTEREST RATE (% APR) Prime + 1% SECURED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

### LIST ALL ENDORSERS OR GUARANTORS (if any)

NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING

ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
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88040385131

**REPORT OF RECEIPTS AND DISBURSEMENTS  
BY AN AUTHORIZED COMMITTEE OF A  
CANDIDATE FOR THE OFFICE OF PRESIDENT**

24 MAR 21 P12:23

NOTE: This report is to be used by an authorized committee of a candidate seeking nomination or election to the Office of President or Vice President of the United States whether or not public funds are used.

1. NAME OF COMMITTEE IN FULL <b>John Glenn Presidential Committee Inc.</b>		2. IDENTIFICATION NUMBER <b>C001648551</b>	
ADDRESS (Number and Street) <b>444 N. Capitol St. N.W., Suite 407</b>		3. IS THIS REPORT OF RECEIPTS AND DISBURSEMENTS FOR	
CITY <b>Washington</b>	STATE <b>D.C.</b>	ZIP CODE <b>20001</b>	<input type="checkbox"/> Primary <input type="checkbox"/> General
4. TYPE OF REPORT (Mark appropriate box and complete, if applicable) <input type="checkbox"/> Amendment for (Report) <input checked="" type="checkbox"/> Monthly Report (month) <b>February</b> <input type="checkbox"/> April 15 Quarterly Report <input type="checkbox"/> January 31 Year-end Report <input type="checkbox"/> July 15 Quarterly Report <input type="checkbox"/> Termination Report <input type="checkbox"/> October 15 Quarterly Report		<input type="checkbox"/> Twelfth Day Before Election <input type="checkbox"/> Thirtieth Day After Election TYPE OF ELECTION STATE _____ ELECTION DATE _____	

**COMMITTEE SUMMARY OF RECEIPTS AND DISBURSEMENTS**

5. COVERING PERIOD		FROM <b>February 1, 1984</b>	THROUGH <b>February 29, 1984</b>
SUMMARY	6. CASH ON HAND AT BEGINNING OF THE REPORTING PERIOD		<b>392,430.68</b>
	7. TOTAL RECEIPTS THIS PERIOD (From Line 22 Column A)		<b>3,447,760.89</b>
	8. SUBTOTAL (Add Line 6 and 7)		<b>3,827,241.57</b>
	9. TOTAL DISBURSEMENTS THIS PERIOD (From Line 30 Column A)		<b>3,099,309.89</b>
	10. CASH ON HAND AT CLOSE OF THE REPORTING PERIOD (Subtract Line 9 from 8)		<b>738,931.69</b>
	11. DEBTS AND OBLIGATIONS OWED TO THE COMMITTEE (Itemize All on Schedule C or Schedule D)		<b>224,390.40</b>
	12. DEBTS AND OBLIGATIONS OWED BY THE COMMITTEE (Itemize All on Schedule C or Schedule D)		<b>2,729,093.59</b>
	13. EXPENDITURES SUBJECT TO LIMITATION (From FEC Form 3P, Page 4)		<b>9,694,033.39</b>
	14. NET CONTRIBUTIONS (Other than Loans) (Subtract Line 23d Column B from 17e Column B)		<b>616,376.12</b>
	15. NET OPERATING EXPENDITURES (Subtract Line 20a Column B from 23 Column B)		<b>3,485,331.12</b>
	NET YEAR-TO-DATE CONTRIBUTIONS AND EXPENDITURES		

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

TYPE OR PRINT NAME OF TREASURER

**Geoff Hockman, Assistant Treasurer**

SIGNATURE OF TREASURER

*Geoff Hockman*

DATE

**March 20, 1984**

For further information contact:

Federal Election Commission  
Toll Free 800-424-9520  
Local 523-4038

NOTE: This report is to be used by an authorized committee of a candidate seeking nomination or election to the Office of President or Vice President of the United States whether or not public funds are used.

**DETAILED SUMMARY OF RECEIPTS AND DISBURSEMENTS**  
(Page 2, FEC FORM 3P)

NAME OF COMMITTEE (in Full)		REPORT COVERING THE PERIOD	
JOHN GLENN PRESIDENTIAL COMMITTEE, INC.		From: 02/01/86 Through: 02/29/86	
		COLUMN A Total This Period	COLUMN B Calendar Year-to-Date
<b>I. RECEIPTS</b>			
16. FEDERAL FUNDS (Items on Schedule A-P)		292,575.77	2,623,657.71
17. CONTRIBUTIONS (other than loans) FROM:			
(a) Individuals/Persons Other Than Political Committees		380,261.30	618,778.08
(b) Political Party Committees		-	-
(c) Other Political Committees		20,300.00	32,560.00
(d) The Candidate		-	-
(e) TOTAL CONTRIBUTIONS (other than loans) (Add 17(a), 17(b), 17(c) and 17(d))		400,561.30	651,338.08
18. TRANSFERS FROM OTHER AUTHORIZED COMMITTEES			
19. LOANS RECEIVED:			
(a) Loans Received From or Guaranteed by Candidate			
(b) Other Loans		2,180,000.00	2,180,000.00
(c) TOTAL LOANS (Add 19(a) and 19(b))		2,180,000.00	2,180,000.00
20. OFFSETS TO EXPENDITURES (Refunds, Rebates, etc.):			
(a) Operating		546,007.07	568,575.00
(b) Fundraising			
(c) Legal and Accounting			
(d) TOTAL OFFSETS TO EXPENDITURES (Add 20(a), 20(b) and 20(c))		546,007.07	568,575.00
21. OTHER RECEIPTS (Dividends, Interest, etc.)		4,616.75	5,700.00
22. TOTAL RECEIPTS (Add 16, 17(e), 18, 19(c), 20(d) and 21)		3,444,760.90	6,032,363.60
<b>II. DISBURSEMENTS</b>			
23. OPERATING EXPENDITURES		2,409,341.06	4,052,906.88
24. TRANSFERS TO OTHER AUTHORIZED COMMITTEES			
25. FUNDRAISING DISBURSEMENTS		100,018.02	189,544.88
26. EXEMPT LEGAL AND ACCOUNTING DISBURSEMENTS		434,408.45	541,802.20
27. LOAN REPAYMENTS MADE			
(a) Repayments of Loans Made or Guaranteed by Candidate			
(b) Other Repayments		100,000.00	600,000.00
(c) TOTAL LOAN REPAYMENTS MADE (Add 27(a) and 27(b))		100,000.00	600,000.00
28. REFUNDS OF CONTRIBUTIONS TO			
(a) Individuals/Persons Other Than Political Committees			
(b) Political Party Committees			
(c) Other Political Committees			
(d) TOTAL CONTRIBUTION REFUNDS (Add 28(a), 28(b) and 28(c))			
29. OTHER DISBURSEMENTS			
30. TOTAL DISBURSEMENTS (Add 23, 24, 25, 26, 27(c), 28(d) and 29)		3,043,767.53	5,284,253.96

83040685133

340



# SCHEDULE C-P

Federal Election Commission  
1225 K Street, N.W.  
Washington, D.C. 20463

## LOANS

Use separate  
schedules for  
each category  
of the attached  
summary page

PAGE

1

OF (Total pages)

LINE NUMBER

17

NAME OF COMMITTEE (in Full)

JOHN EDGAR PRESIDENTIAL COMMITTEE INC.

NAME OF LOAN SOURCE (OR RECIPIENT) BANK OF AMERICA, N.A.		ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
ADDRESS (Number and Street) 100 WALL STREET		196,565.00	-0-	196,565.00
CITY, STATE, ZIP CODE CHICAGO, ILL 60601		TYPE OF ELECTION <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)		
TERMS	DATE INCURRED 1/15/76	DATE DUE 1/15/76	INTEREST RATE (% APR) PRIME + 1%	SECURED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

### LIST ALL ENDORSERS OR GUARANTORS (if any)

NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING

NAME OF LOAN SOURCE (OR RECIPIENT) BANK OF AMERICA, N.A.		ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
ADDRESS (Number and Street) 100 WALL STREET		500,000.00	-0-	500,000.00
CITY, STATE, ZIP CODE CHICAGO, ILL 60601		TYPE OF ELECTION <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)		
TERMS	DATE INCURRED 2/10	DATE DUE ON DEMAND	INTEREST RATE (% APR) PRIME + 1%	SECURED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

### LIST ALL ENDORSERS OR GUARANTORS (if any)

NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING

ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
TOTALS THIS PERIOD THIS PAGE		

83040585134

# **SCHEDULE C-P**

Federal Election Commission  
25 K Street, N.W.  
Washington, D.C. 20463

## **LOANS**

Use separate  
schedules for  
each category  
of the detailed  
summary page

PAGE

2

OF TOTAL PAGES

3

LINE NUMBER

10

NAME OF COMMITTEE (in Full)

JOHN TERRY PRESIDENTIAL COMMITTEE INC.

NAME OF LOAN SOURCE (OR RECIPIENT)

BANK OF OHIO

ADDRESS (Number and Street)

155 EAST BROAD STREET

CITY, STATE, ZIP CODE

COLUMBUS, OHIO 43215

ORIGINAL AMOUNT  
OF LOAN

500,000.00

CUMULATIVE  
PAYMENT TO DATE

-0-

BALANCE  
OUTSTANDING

500,000.00

TYPE OF ELECTION

☒ Primary

☐ General

☐ Other (Specify)

TERMS

DATE INCURRED

2/9, 2/14

DATE DUE

ON DEMAND

INTEREST RATE (% APR)

PRIME + 1%

SECURED

☒ Yes

☐ No

LIST ALL ENDORSERS OR GUARANTORS (if any)

NAME

ADDRESS (Number and Street)

CITY, STATE, ZIP CODE

NAME OF EMPLOYER

OCCUPATION

AMT. OUTSTANDING

NAME

ADDRESS (Number and Street)

CITY, STATE, ZIP CODE

NAME OF EMPLOYER

OCCUPATION

AMT. OUTSTANDING

NAME

ADDRESS (Number and Street)

CITY, STATE, ZIP CODE

NAME OF EMPLOYER

OCCUPATION

AMT. OUTSTANDING

NAME OF LOAN SOURCE (OR RECIPIENT)

HUNTINGTON NATIONAL BANK

ADDRESS (Number and Street)

17 SOUTH HIGH STREET

CITY, STATE, ZIP CODE

COLUMBUS, OHIO 43215

ORIGINAL AMOUNT  
OF LOAN

500,000.00

CUMULATIVE  
PAYMENT TO DATE

-0-

BALANCE  
OUTSTANDING

500,000.00

TYPE OF ELECTION

☒ Primary

☐ General

☐ Other (Specify)

TERMS

DATE INCURRED

2/9, 2/14

DATE DUE

ON DEMAND

INTEREST RATE (% APR)

PRIME + 1%

SECURED

☒ Yes

☐ No

LIST ALL ENDORSERS OR GUARANTORS (if any)

NAME

ADDRESS (Number and Street)

CITY, STATE, ZIP CODE

NAME OF EMPLOYER

OCCUPATION

AMT. OUTSTANDING

NAME

ADDRESS (Number and Street)

CITY, STATE, ZIP CODE

NAME OF EMPLOYER

OCCUPATION

AMT. OUTSTANDING

NAME

ADDRESS (Number and Street)

CITY, STATE, ZIP CODE

NAME OF EMPLOYER

OCCUPATION

AMT. OUTSTANDING

NAME OF LOAN SOURCE (OR RECIPIENT)  
ADDRESS (Number and Street)  
CITY, STATE, ZIP CODE

ORIGINAL AMOUNT  
OF LOAN

CUMULATIVE  
PAYMENT TO DATE

BALANCE  
OUTSTANDING

# SCHEDULE C-P

Federal Election Commission  
1325 K Street, N.W.  
Washington, D.C. 20463

## LOANS

Use separate  
schedules for  
each category  
of the attached  
summary page

PAGE

OF 11012. 6-1981

LINE NUMBER

NAME OF COMMITTEE (in full)

DEMOCRATIC REPRESENTATIVE COMMITTEE INC.

NAME OF LOAN SOURCE (OR RECIPIENT)		ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
1000 10TH AVENUE		500,000.00	-0-	500,000.00
ADDRESS (Number and Street)				
CITY, STATE, ZIP CODE				
CLEVELAND, OHIO 44115				
TYPE OF ELECTION				
<input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)				
TERMS	DATE INCURRED	DATE DUE	INTEREST RATE (APR)	SECURED
	2/0. 2/1	ON DEMAND	PRIME + 15	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

### LIST ALL ENDORSERS OR GUARANTORS (if any)

NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING

NAME OF LOAN SOURCE (OR RECIPIENT)		ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
ADDRESS (Number and Street)				
CITY, STATE, ZIP CODE				
TYPE OF ELECTION				
<input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)				
TERMS	DATE INCURRED	DATE DUE	INTEREST RATE (APR)	SECURED
				<input type="checkbox"/> Yes <input type="checkbox"/> No

### LIST ALL ENDORSERS OR GUARANTORS (if any)

NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING

NAME OF LOAN SOURCE (OR RECIPIENT)	ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
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THIS TABLE THIS PERIOD THIS PAGE

88040585136



LINE NUMBER 12  
MEMORANDUM  
TO PAGE 1

Memorandum to Schedule C-P  
Line Number 12, Page 1

Standby Letter of credit for \$190,000.00 to satisfy the deposit requirement related to a nationwide telephone service agreement. Vendor: Ohio Bell Telephone, Cleveland, Ohio. Collateral and fees: \$190,000.00 Certificate of Deposit. Default provisions: Customary terms and conditions of commercial letters of credit.

Standby Letter of credit for \$6,565.00 to satisfy the deposit requirement related to lease of equipment. Vendor: Xerox Corporation, Roslyn, Virginia. Collateral and fees: \$6,565.00 Certificate of Deposit. Default provisions: Customary terms and conditions of commercial letters of credit.

88040385137

3:0:21751:

FEC Form 3P, Page 1  
Federal Election Commission  
1325 K Street, N.W.  
Washington, D.C. 20543

**REPORT OF RECEIPTS AND DISBURSEMENTS  
BY AN AUTHORIZED COMMITTEE OF A  
CANDIDATE FOR THE OFFICE OF PRESIDENT**



**NOTE:** This report is to be used by an authorized committee of a candidate seeking nomination or election to the Office of President or Vice President of the United States whether or not public funds are used.

<b>1. NAME OF COMMITTEE IN FULL</b> John Glenn Presidential Committee Inc.				<b>2. IDENTIFICATION NUMBER</b> C00164851	
<b>ADDRESS (Number and Street)</b> 545 N. Capitol St., N.W. Suite 407				<b>3. IS THIS REPORT OF RECEIPTS AND DISBURSEMENTS FOR:</b>	
<b>CITY</b> Washington	<b>STATE</b> DC	<b>ZIP CODE</b> 20001	<input type="checkbox"/> Check if name or address is changed	<input checked="" type="checkbox"/> Primary	<input type="checkbox"/> General
<input type="checkbox"/> Arrangements for (Report)				<input checked="" type="checkbox"/> Monthly Report (month) March	
<b>4. TYPE OF REPORT</b> (Check appropriate box and date of report if applicable)				<input type="checkbox"/> Twelfth Day Before Election	
<input type="checkbox"/> Apr. 15 Quarterly Report				<input type="checkbox"/> Thirtieth Day After Election	
<input type="checkbox"/> July 15 Quarterly Report				<b>TYPE OF ELECTION</b>	
<input type="checkbox"/> October 15 Quarterly Report				<b>STATE</b>	
				<b>ELECTION DATE</b>	
<input type="checkbox"/> January 31 Year-end Report					
<input type="checkbox"/> Termination Report					

**COMMITTEE SUMMARY OF RECEIPTS AND DISBURSEMENTS**

<b>5. COVERING PERIOD</b>		<b>FROM</b> March 1, 1985	<b>THROUGH</b> March 31, 1985	
<b>SUMMARY</b>	<b>6. CASH ON HAND AT BEGINNING OF THE REPORTING PERIOD</b>		100,000.00	
	<b>7. TOTAL RECEIPTS THIS PERIOD</b> (From Line 22 Column A)		100,000.00	
	<b>8. SUBTOTAL</b> (Add Line 6 and 7)		200,000.00	
	<b>9. TOTAL DISBURSEMENTS THIS PERIOD</b> (From Line 30 Column A)		100,000.00	
	<b>10. CASH ON HAND AT CLOSE OF THE REPORTING PERIOD</b> (Subtract Line 9 from 8)		100,000.00	
	<b>11. DEBTS AND OBLIGATIONS OWED TO THE COMMITTEE</b> (Itemize All on Schedule C or Schedule D)		100,000.00	
	<b>12. DEBTS AND OBLIGATIONS OWED BY THE COMMITTEE</b> (Itemize All on Schedule C or Schedule D)		100,000.00	
	<b>13. EXPENDITURES SUBJECT TO LIMITATION</b> (From FEC Form 3P, Page 4)		100,000.00	
	<b>14. NET CONTRIBUTIONS (Other than Loans)</b> (Subtract Line 23d Column B from 17e Column 9)		100,000.00	
	<b>15. NET OPERATING EXPENDITURES</b> (Subtract Line 20a Column B from 23 Column B)		3,547,464.25	
	<b>NET YEAR-TO-DATE CONTRIBUTIONS AND EXPENDITURES</b>			
	<b>16. NET YEAR-TO-DATE CONTRIBUTIONS AND EXPENDITURES</b>			
	<b>17. NET YEAR-TO-DATE CONTRIBUTIONS AND EXPENDITURES</b>			
<b>18. NET YEAR-TO-DATE CONTRIBUTIONS AND EXPENDITURES</b>				
<b>19. NET YEAR-TO-DATE CONTRIBUTIONS AND EXPENDITURES</b>				
<b>20. NET YEAR-TO-DATE CONTRIBUTIONS AND EXPENDITURES</b>				
<b>21. NET YEAR-TO-DATE CONTRIBUTIONS AND EXPENDITURES</b>				
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<b>98. NET YEAR-TO-DATE CONTRIBUTIONS AND EXPENDITURES</b>				
<b>99. NET YEAR-TO-DATE CONTRIBUTIONS AND EXPENDITURES</b>				
<b>100. NET YEAR-TO-DATE CONTRIBUTIONS AND EXPENDITURES</b>				

For further information contact  
Federal Election Commission  
Toll Free 800-424-9530  
Local 523-4053

**DETAILED SUMMARY OF RECEIPTS AND DISBURSEMENTS**  
(Page 2, FEC FORM 3P)

NAME OF COMMITTEE (in Full)		REPORT COVERING THE PERIOD:	
John Glenn Presidential Committee Inc.		From: 3/1/84	Through: 3/31/84
		COLUMN A Total This Period	COLUMN B Calendar Year-to-Date
<b>I. RECEIPTS</b>			
16. FEDERAL FUNDS (Itemize on Schedule A-P)	233,414.39	2,967,072.10	16
17. CONTRIBUTIONS (other than loans) FROM:			
(a) Individuals/Persons Other Than Political Committees	151,029.00	769,807.08	17(a)
(b) Political Party Committees	1,250.00	1,250.00	17(b)
(c) Other Political Committees	15,700.00	48,260.00	17(c)
(d) The Candidate	9,000.00	9,000.00	17(d)
(e) TOTAL CONTRIBUTIONS (other than loans) (Add 17(a), 17(b), 17(c) and 17(d))	176,979.00	828,317.08	17(e)
18. TRANSFERS FROM OTHER AUTHORIZED COMMITTEES			18
19. LOANS RECEIVED:			
(a) Loans Received From or Guaranteed by Candidate			19(a)
(b) Other Loans		2,150,000.00	19(b)
(c) TOTAL LOANS (Add 19(a) and 19(b))		2,150,000.00	19(c)
20. OFFSETS TO EXPENDITURES (Refunds, Returns, etc.):			
(a) Operating	285,325.83	853,900.83	20(a)
(b) Fundraising			20(b)
(c) Legal and Accounting			20(c)
(d) TOTAL OFFSETS TO EXPENDITURES (Add 20(a), 20(b) and 20(c))	285,325.83	853,900.83	20(d)
21. OTHER RECEIPTS (Dividends, Interest, etc.)	782.35	6,575.26	21
22. TOTAL RECEIPTS (Add 16, 17(e), 18, 19(c), 20(d) and 21)	696,501.57	6,735,865.27	22
<b>II. DISBURSEMENTS</b>			
23. OPERATING EXPENDITURES	647,458.20	4,701,365.08	23
24. TRANSFERS TO OTHER AUTHORIZED COMMITTEES			24
25. FUNDRAISING DISBURSEMENTS	52,488.61	192,342.83	25
26. EXEMPT LEGAL AND ACCOUNTING DISBURSEMENTS	88,635.07	630,535.27	26
27. LOAN REPAYMENTS MADE:			
(a) Repayments of Loans Made or Guaranteed by Candidate			27(a)
(b) Other Repayments		650,000.00	27(b)
(c) TOTAL LOAN REPAYMENTS MADE (Add 27(a) and 27(b))		650,000.00	27(c)
28. REFUNDS OF CONTRIBUTIONS TO			
(a) Individuals/Persons Other Than Political Committees			28(a)
(b) Political Party Committees			28(b)
(c) Other Political Committees			28(c)
(d) TOTAL CONTRIBUTION REFUNDS (Add 28(a), 28(b) and 28(c))			28(d)
29. OTHER DISBURSEMENTS			29
30. TOTAL DISBURSEMENTS (Add 23, 24, 25, 26, 27(c), 28(d) and 29)	888,581.88	5,584,243.18	30



# SCHEDULE C-P

Federal Election Commission  
1325 K Street, N.W.  
Washington, D.C. 20463

## LOANS

Use separate  
schedule for  
each category  
of the covered  
summary page

PAGE

1

OF (total pages)

3

LINE NUMBER

12

NAME OF COMMITTEE (in full)

JOHN GLENN PRESIDENTIAL COMMITTEE INC.

NAME OF LOAN SOURCE (OR RECIPIENT)

BANK ONE OF COLUMBUS, NA

ORIGINAL AMOUNT  
OF LOAN

249,529.05

CUMULATIVE  
PAYMENT TO DATE

-0-

BALANCE  
OUTSTANDING

249,529.05

ADDRESS (Number and Street)

100 EAST BROAD STREET

CITY, STATE, ZIP CODE

COLUMBUS, OHIO 43215

TYPE OF ELECTION

☒ Primary

☐ General

☐ Other (specify)

TERMS

DATE INCURRED

1/18/78

DATE DUE

2/28/78

INTEREST RATE (5 APR)

SECURED

☒ Yes

☐ No

LIST ALL ENDORSERS OR GUARANTORS (if any)

1 NAME

ADDRESS (Number and Street)

CITY, STATE, ZIP CODE

NAME OF EMPLOYER

OCCUPATION

AMT. OUTSTANDING

2 NAME

ADDRESS (Number and Street)

CITY, STATE, ZIP CODE

NAME OF EMPLOYER

OCCUPATION

AMT. OUTSTANDING

3 NAME

ADDRESS (Number and Street)

CITY, STATE, ZIP CODE

NAME OF EMPLOYER

OCCUPATION

AMT. OUTSTANDING

NAME OF LOAN SOURCE (OR RECIPIENT)

BANK ONE OF COLUMBUS, NA

ORIGINAL AMOUNT  
OF LOAN

500,000.00

CUMULATIVE  
PAYMENT TO DATE

-0-

BALANCE  
OUTSTANDING

500,000.00

ADDRESS (Number and Street)

100 EAST BROAD STREET

CITY, STATE, ZIP CODE

COLUMBUS, OHIO 43215

TYPE OF ELECTION

☐ Primary

☐ General

☐ Other (specify)

TERMS

DATE INCURRED

2/9 2/14

DATE DUE

ON DEMAND

INTEREST RATE (5 APR)

PRIME + 15

SECURED

☒ Yes

☐ No

LIST ALL ENDORSERS OR GUARANTORS (if any)

1 NAME

ADDRESS (Number and Street)

CITY, STATE, ZIP CODE

NAME OF EMPLOYER

OCCUPATION

AMT. OUTSTANDING

2 NAME

ADDRESS (Number and Street)

CITY, STATE, ZIP CODE

NAME OF EMPLOYER

OCCUPATION

AMT. OUTSTANDING

3 NAME

ADDRESS (Number and Street)

CITY, STATE, ZIP CODE

NAME OF EMPLOYER

OCCUPATION

AMT. OUTSTANDING

Carry outstanding balance only to Line 3 Schedule C-P for this line  
if no Schedule C-P carry forward to subpart 50 line of Summary

ORIGINAL AMOUNT  
OF LOAN

CUMULATIVE  
PAYMENT TO DATE

BALANCE  
OUTSTANDING

1. TOTAL FOR THIS PERIOD THIS PAGE ONLY

-0-

500,000.00

83040585140

# SCHEDULE C-P

Federal Election Commission  
1325 K Street, N.W.  
Washington, D.C. 20463

## LOANS

LINE NUMBER	PAGE	OF (Total pages)
	2	2

NAME OF COMMITTEE (in Full)  
JOHN GLENN PRESIDENTIAL COMMITTEE INC.

NAME OF LOAN SOURCE (OR RECIPIENT)		ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
BANC OHIO		500,000.00	-0-	500,000.00
ADDRESS (Number and Street)				
155 EAST BROAD STREET				
CITY, STATE, ZIP CODE				
COLUMBUS, OHIO 43215				
TERMS	DATE INCURRED	DATE DUE	INTEREST RATE (% APR)	SECURED
	2/9, 2/14	ON DEMAND	PRIME + 1%	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

### LIST ALL ENDORSERS OR GUARANTORS (if any)

NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING

NAME OF LOAN SOURCE (OR RECIPIENT)		ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
HUNTINGTON NATIONAL BANK		500,000.00	-0-	500,000.00
ADDRESS (Number and Street)				
17 SOUTH HIGH STREET				
CITY, STATE, ZIP CODE				
COLUMBUS, OHIO 43215				
TERMS	DATE INCURRED	DATE DUE	INTEREST RATE (% APR)	SECURED
	2/9, 2/14	ON DEMAND	PRIME + 1%	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

### LIST ALL ENDORSERS OR GUARANTORS (if any)

NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING

Carry outstanding balance only to Line 3 Schedule D-P for this line if no Schedule D-P entry required to accommodate line of Summary

ORIGINAL AMOUNT	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
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SUBTOTALS THIS PERIOD THIS PAGE

# **SCHEDULE C-P**

Federal Election Commission  
1325 K Street, N.W.  
Washington, D.C. 20463

## **LOANS**

Use separate  
schedules for  
each category  
of the detailed  
category code

PAGE	3	OF (total pages)	3
LINE NUMBER	12		

NAME OF COMMITTEE (in Full)

JOHN GLENN PRESIDENTIAL COMMITTEE INC.

NAME OF LOAN SOURCE (OR RECIPIENT)		ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
INVESTMENT COMPANY		500,000.00	-0-	500,000.00
ADDRESS (Number and Street)				
000 ECLID AVENUE				
CITY, STATE, ZIP CODE				
CLEVELAND, OHIO 43215				
TERMS	DATE INCURRED	DATE DUE	INTEREST RATE (5 APR)	SECURED
	2/9, 2/14	ON DEMAND	PRIME + 1%	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

### **LIST ALL ENDORSERS OR GUARANTORS (if any)**

NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING	
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING	
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING	

NAME OF LOAN SOURCE (OR RECIPIENT)		ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
ADDRESS (Number and Street)				
CITY, STATE, ZIP CODE				
		TYPE OF ELECTION		
		<input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (Specify)		
TERMS	DATE INCURRED	DATE DUE	INTEREST RATE (5 APR)	SECURED
				<input type="checkbox"/> Yes <input type="checkbox"/> No

### **LIST ALL ENDORSERS OR GUARANTORS (if any)**

NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING	
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING	
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING	

Carry outstanding balance only to Line 3 Schedule C-P for this line	ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
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SUBTOTALS THIS PERIOD THIS PAGE (001) 000

83040585142



LINE NUMBER 12  
MEMORANDUM  
TO PAGE 1

Memorandum to Schedule C-P  
Line Number 12, Page 1

Standby Letter of credit for \$242,964.05 to satisfy the deposit requirement related to a nationwide telephone service agreement. Vendor: Ohio Bell Telephone, Cleveland, Ohio. Collateral and fees: \$242,964.05 Certificate of Deposit. Default provisions: Customary terms and conditions of commercial letters of credit.

Standby Letter of credit for \$6,565.00 to satisfy the deposit requirement related to lease of equipment. Vendor: Xerox Corp, Roslyn, Virginia. Collateral and fees: \$6,565.00 Certificate of Deposit. Default provisions: Customary terms and conditions of commercial letters of credit.

88040385143

31002194111

EXHIBIT

B 9

FEC Form 2P, Page 1  
Federal Election Commission  
1235 K Street, N.W.  
Washington, D.C. 20463

**REPORT OF RECEIPTS AND DISBURSEMENTS  
BY AN AUTHORIZED COMMITTEE OF A  
CANDIDATE FOR THE OFFICE OF PRESIDENT**

RECEIVED THE FEC

04 MAY 23 PM 2:37

NOTE: This report is to be used by an authorized committee of a candidate seeking nomination or election to the Office of President or Vice President of the United States whether or not public funds are used.

1. NAME OF COMMITTEE IN FULL John Glenn Presidential Committee Inc.		2. IDENTIFICATION NUMBER C0001648551	
ADDRESS (Number and Street) 1111 North Capitol St., Suite 407		3. IS THIS REPORT OF RECEIPTS AND DISBURSEMENTS FOR:	
CITY Washington, D.C.	STATE D.C.	ZIP CODE 20001	<input checked="" type="checkbox"/> Primary <input type="checkbox"/> General
<input type="checkbox"/> Amendment for (Report) <input type="checkbox"/> April 15 Quarterly Report <input type="checkbox"/> July 15 Quarterly Report <input type="checkbox"/> October 15 Quarterly Report		<input checked="" type="checkbox"/> Monthly Report (Required) <input type="checkbox"/> January 31 Year-end Report <input type="checkbox"/> Termination Report	
4. TYPE OF REPORT (X) Congressionally authorized and complete, if applicable		<input type="checkbox"/> Twelfth Day Before Election <input type="checkbox"/> Thirtieth Day After Election TYPE OF ELECTION STATE _____ ELECTION DATE _____	

**COMMITTEE SUMMARY OF RECEIPTS AND DISBURSEMENTS**

5. COVERING PERIOD		FROM April 1, 1984	THROUGH April 30, 1984
SUMMARY	6. CASH ON HAND AT BEGINNING OF THE REPORTING PERIOD .....	\$ 378,341.25	
	7. TOTAL RECEIPTS THIS PERIOD (From Line 22 Column A) .....	211,653.94	
	8. SUBTOTAL (Add Line 6 and 7) .....	589,995.19	
	9. TOTAL DISBURSEMENTS THIS PERIOD (From Line 30 Column A) .....	206,549.20	
	10. CASH ON HAND AT CLOSE OF THE REPORTING PERIOD (Subtract Line 9 from 8) .....	\$ 383,445.99	
	11. DEBTS AND OBLIGATIONS OWED TO THE COMMITTEE (Itemize All on Schedule C or Schedule D) .....	58,155.56	
NET YEAR-TO-DATE CONTRIBUTIONS AND EXPENDITURES	12. DEBTS AND OBLIGATIONS OWED BY THE COMMITTEE (Itemize All on Schedule C or Schedule D) .....	2,698,474.01	
	13. EXPENDITURES SUBJECT TO LIMITATION (From FEC Form 2P, Page 4) .....	7,044,126.16	
	14. NET CONTRIBUTIONS (Other than Loans) (Subtract Line 28d Column 8 from 17a Column B) .....	309,196.39	
	15. NET OPERATING EXPENDITURES (Subtract Line 20a Column 8 from 23 Column B) .....	3,302,121.45	

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

TYPE OR PRINT NAME OF TREASURER

William P. White Treasurer

SIGNATURE OF TREASURER

*William P. White*

DATE

May 21, 1984

For further information, contact:

Federal Election Commission  
Toll Free 800-424-9520  
Local 523-4658

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. § 437g.

All previous versions of FEC Form 2P are obsolete and should no longer be used.

FEC Form 2P (2/83)

3040505144  
34032194100

**DETAILED SUMMARY OF RECEIPTS AND DISBURSEMENTS**  
(Page 2, FEC FORM 3P)

NAME OF COMMITTEE (in Full)		REPORT COVERING THE PERIOD:	
John Glenn Presidential Committee Inc.		From: 4/1/21	Through: 4/30/21
		COLUMN A Total This Period	COLUMN B Calendar Year-to-Date
<b>I. RECEIPTS</b>			
16. FEDERAL FUNDS (Itemize on Schedule A-P)	59,401.10	2,026,472.20	16
17. CONTRIBUTIONS (other than loans) FROM:			
(a) Individuals/Persons Other Than Political Committees	24,541.17	804,348.25	17(a)
(b) Political Party Committees	25.00	1,275.00	17(b)
(c) Other Political Committees	1,500.00	49,760.00	17(c)
(d) The Candidate		9,000.00	17(d)
(e) TOTAL CONTRIBUTIONS (other than loans) (Add 17(a), 17(b), 17(c) and 17(d))	36,066.77	864,383.85	17(e)
18. TRANSFERS FROM OTHER AUTHORIZED COMMITTEES			18
19. LOANS RECEIVED:			
(a) Loans Received From or Guaranteed by Candidate			19(a)
(b) Other Loans		2,180,000.00	19(b)
(c) TOTAL LOANS (Add 19(a) and 19(b))		2,180,000.00	19(c)
20. OFFSETS TO EXPENDITURES (Refunds, Rebates, etc.):			
(a) Operating	112,619.80	966,519.63	20(a)
(b) Fundraising			20(b)
(c) Legal and Accounting			20(c)
(d) TOTAL OFFSETS TO EXPENDITURES (Add 20(a), 20(b) and 20(c))	112,619.80	966,519.63	20(d)
21. OTHER RECEIPTS (Dividends, Interest, etc.)	3,567.27	10,142.43	21
22. TOTAL RECEIPTS (Add 16, 17(e), 18, 19(c), 20(d) and 21)	211,652.04	6,047,519.11	22
<b>II. DISBURSEMENTS</b>			
23. OPERATING EXPENDITURES	77,130.97	4,768,941.08	23
24. TRANSFERS TO OTHER AUTHORIZED COMMITTEES			24
25. FUNDRAISING DISBURSEMENTS	43,461.17	249,374.00	25
26. EXEMPT LEGAL AND ACCOUNTING DISBURSEMENTS	74,037.06	304,565.33	26
27. LOAN REPAYMENTS MADE:			
(a) Repayments of Loans Made or Guaranteed by Candidate			27(a)
(b) Other Repayments		630,000.00	27(b)
(c) TOTAL LOAN REPAYMENTS MADE (Add 27(a) and 27(b))		630,000.00	27(c)
28. REFUNDS OF CONTRIBUTIONS TO:			
(a) Individuals/Persons Other Than Political Committees	6,420.00	50,311.05	28(a)
(b) Political Party Committees			28(b)
(c) Other Political Committees	5,500.00	1,875.00	28(c)
(d) TOTAL CONTRIBUTION REFUNDS (Add 28(a), 28(b) and 28(c))	11,920.00	52,186.05	28(d)
29. OTHER DISBURSEMENTS			29

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10

2

2

2

2

27(a)

27(b)

27(c)

28(a)

28(b)

28(c)

28(d)

29

2



# SCHEDULE C-P

Federal Election Commission  
1325 K Street, N.W.  
Washington, D.C. 20463

## LOANS

Use separate  
schedules for  
each category  
of the detailed  
Summary page

PAGE

1

OF (total pages)

2

LINE NUMBER

12

NAME OF COMMITTEE (in Full)

JOHN GLENN PRESIDENTIAL COMMITTEE, INC.

NAME OF LOAN SOURCE (OR RECIPIENT) <b>Ameritrust</b>		ORIGINAL AMOUNT OF LOAN <b>500,000.00</b>	CUMULATIVE PAYMENT TO DATE <b>- 0 -</b>	BALANCE OUTSTANDING <b>500,000.00</b>
ADDRESS (Number and Street) <b>900 Euclid Avenue</b>				
CITY, STATE, ZIP CODE <b>Cleveland, OH 43215</b>		TYPE OF ELECTION <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)		
TERMS <b>2/9, 2/14</b>	DATE INCURRED <b>On Demand</b>	DATE DUE <b>On Demand</b>	INTEREST RATE (5 APR) <b>Prime + 1%</b>	SECURED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
LIST ALL ENDORSERS OR GUARANTORS (if any)				
NAME		ADDRESS (Number and Street)		CITY, STATE, ZIP CODE
NAME OF EMPLOYER		OCCUPATION		AMT. OUTSTANDING
NAME		ADDRESS (Number and Street)		CITY, STATE, ZIP CODE
NAME OF EMPLOYER		OCCUPATION		AMT. OUTSTANDING
NAME		ADDRESS (Number and Street)		CITY, STATE, ZIP CODE
NAME OF EMPLOYER		OCCUPATION		AMT. OUTSTANDING

NAME OF LOAN SOURCE (OR RECIPIENT) <b>Bank One of Columbus, NA</b>		ORIGINAL AMOUNT OF LOAN <b>500,000.00</b>	CUMULATIVE PAYMENT TO DATE <b>- 0 -</b>	BALANCE OUTSTANDING <b>500,000.00</b>
ADDRESS (Number and Street) <b>100 East Broad Street</b>				
CITY, STATE, ZIP CODE <b>Columbus, OH 43215</b>		TYPE OF ELECTION <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)		
TERMS <b>2/9, 2/14</b>	DATE INCURRED <b>On Demand</b>	DATE DUE <b>On Demand</b>	INTEREST RATE (5 APR) <b>Prime + 1%</b>	SECURED <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
LIST ALL ENDORSERS OR GUARANTORS (if any)				
NAME		ADDRESS (Number and Street)		CITY, STATE, ZIP CODE
NAME OF EMPLOYER		OCCUPATION		AMT. OUTSTANDING
NAME		ADDRESS (Number and Street)		CITY, STATE, ZIP CODE
NAME OF EMPLOYER		OCCUPATION		AMT. OUTSTANDING
NAME		ADDRESS (Number and Street)		CITY, STATE, ZIP CODE
NAME OF EMPLOYER		OCCUPATION		AMT. OUTSTANDING

Carry outstanding balance only to Line 3, Schedule C-P, for this line. If no Schedule C-P, carry forward to appropriate line of Summary.	ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
SUBTOTALS THIS PERIOD THIS PAGE (optional)	1,000,000.00	- 0 -	1,000,000.00

88040505140

1032134130

# **SCHEDULE C-P**

Federal Election Commission  
1325 K Street, N.W.  
Washington, D.C. 20463

## **LOANS**

Use separate schedules for each category of the directed summary sheet

PAGE

2

OF (total pages)

2

LINE NUMBER

12

NAME OF COMMITTEE (in Full)

JOHN GLADEN PRESIDENTIAL COMMITTEE INC.

NAME OF LOAN SOURCE (OR RECIPIENT)

BARC, CHIO

ADDRESS (Number and Street)

155 EAST BROAD STREET

CITY, STATE, ZIP CODE

COLUMBUS, CHIO 43215

ORIGINAL AMOUNT OF LOAN

500,000.00

CUMULATIVE PAYMENT TO DATE

-0-

BALANCE OUTSTANDING

500,000.00

TYPE OF ELECTION

☒ Primary

☐ General

☐ Other (specify)

TERMS

DATE INCURRED

2/9, 2/14

DATE DUE

ON DEMAND

INTEREST RATE (% APR)

PRIME + 15

SECURED

☒ Yes

☐ No

LIST ALL ENDORSERS OR GUARANTORS (if any)

NAME

ADDRESS (Number and Street)

CITY, STATE, ZIP CODE

NAME OF EMPLOYER

OCCUPATION

AMT. OUTSTANDING

NAME

ADDRESS (Number and Street)

CITY, STATE, ZIP CODE

NAME OF EMPLOYER

OCCUPATION

AMT. OUTSTANDING

NAME

ADDRESS (Number and Street)

CITY, STATE, ZIP CODE

NAME OF EMPLOYER

OCCUPATION

AMT. OUTSTANDING

NAME OF LOAN SOURCE (OR RECIPIENT)

HUNTINGTON NATIONAL BANK

ADDRESS (Number and Street)

17 SOUTH HIGH STREET

CITY, STATE, ZIP CODE

COLUMBUS, CHIO 43215

ORIGINAL AMOUNT OF LOAN

500,000.00

CUMULATIVE PAYMENT TO DATE

-0-

BALANCE OUTSTANDING

500,000.00

TYPE OF ELECTION

☒ Primary

☐ General

☐ Other (specify)

TERMS

DATE INCURRED

2/9, 2/14

DATE DUE

ON DEMAND

INTEREST RATE (% APR)

PRIME + 15

SECURED

☒ Yes

☐ No

LIST ALL ENDORSERS OR GUARANTORS (if any)

NAME

ADDRESS (Number and Street)

CITY, STATE, ZIP CODE

NAME OF EMPLOYER

OCCUPATION

AMT. OUTSTANDING

NAME

ADDRESS (Number and Street)

CITY, STATE, ZIP CODE

NAME OF EMPLOYER

OCCUPATION

AMT. OUTSTANDING

NAME

ADDRESS (Number and Street)

CITY, STATE, ZIP CODE

NAME OF EMPLOYER

OCCUPATION

AMT. OUTSTANDING

Carry outstanding balance only to Line J, Schedule D-P for this line.  
If no Schedule D-P carry forward to appropriate line of Summary.

ORIGINAL AMOUNT OF LOAN

CUMULATIVE PAYMENT TO DATE

BALANCE OUTSTANDING

880405147

REPORT OF RECEIPTS AND DISBURSEMENTS  
BY AN AUTHORIZED COMMITTEE OF A  
CANDIDATE FOR THE OFFICE OF PRESIDENT

1 JUN 85

NOTE: This report is to be used by an authorized committee of a candidate seeking nomination or election to the office of President or Vice President of the United States whether or not public funds are used.

1. NAME OF COMMITTEE IN FULL John Glenn Presidential Committee Inc.		2. IDENTIFICATION NUMBER C001648551	
ADDRESS (Number and Street) 444 N. Capitol St., Suite 407		3. IS THIS REPORT OF RECEIPTS AND DISBURSEMENTS FOR: <input type="checkbox"/> Primary <input type="checkbox"/> General	
CITY Washington, D.C.	STATE D.C.	ZIP CODE 20001	<input type="checkbox"/> Check if name or address is changed
4. TYPE OF REPORT ("X" appropriate box and complete, if applicable) <input type="checkbox"/> Amendment for (Report) <input type="checkbox"/> April 15 Quarterly Report <input type="checkbox"/> July 15 Quarterly Report <input type="checkbox"/> October 15 Quarterly Report		<input type="checkbox"/> Monthly Report (month) May, 1984 <input type="checkbox"/> Twelfth Day Before Election <input type="checkbox"/> Thirtieth Day After Election Type of Election STATE ELECTION DATE	

COMMITTEE SUMMARY OF RECEIPTS AND DISBURSEMENTS

5. COVERING PERIOD		FROM May 1, 1984	THROUGH May 30, 1984
SUMMARY	6. CASH ON HAND AT BEGINNING OF THE REPORTING PERIOD	193,575.39	
	7. TOTAL RECEIPTS THIS PERIOD (From Line 22 Column A)	110,879.36	
	8. SUBTOTAL (Add Line 6 and 7)	434,154.25	
	9. TOTAL DISBURSEMENTS THIS PERIOD (From Line 30 Column A)	109,616.31	
	10. CASH ON HAND AT CLOSE OF THE REPORTING PERIOD (Subtract Line 9 from 8)	184,939.12	
	11. DEBTS AND OBLIGATIONS OWED TO THE COMMITTEE (Itemize All on Schedule C or Schedule D)	41,553.70	
	12. DEBTS AND OBLIGATIONS OWED BY THE COMMITTEE (Itemize All on Schedule C or Schedule D)	1,029,119.61	
	13. EXPENDITURES SUBJECT TO LIMITATION (From FEC Form 3P, Page 4)	7,494,017.30	
	14. NET CONTRIBUTIONS (Other than Loans) (Subtract Line 28d Column B from 17a Column B)	917,717.07	
	15. NET OPERATING EXPENDITURES (Subtract Line 20a Column B from 23 Column B)	4,576,300.23	
NET YEAR-TO-DATE CONTRIBUTIONS AND EXPENDITURES			

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

TYPE OR PRINT NAME OF TREASURER

William R. White, Treasurer

SIGNATURE OF TREASURER

*William R. White*

DATE

6.30.84

For further information contact:

Federal Election Commission  
Toll Free 800-474-9530  
Local 523-4058

(NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this report to the penalties of 2 U.S.C. § 437g)

All previous versions of FEC Form 3P are obsolete and should no longer be used.



**DETAILED SUMMARY OF RECEIPTS AND DISBURSEMENTS**  
(Page 2, FEC FORM 3P)

NAME OF COMMITTEE (in Full)		REPORT COVERING THE PERIOD	
John Glenn Presidential Committee Inc.		From 8/1/94	Through 8/31/94
		COLUMN A Total This Period	COLUMN B Calendar Year-to-Date
<b>I. RECEIPTS</b>			
16. FEDERAL FUNDS (Itemize on Schedule A-P)	50,884.80	2,977,358.00	16
17. CONTRIBUTIONS (other than loans) FROM:			
(a) Individuals/Persons Other Than Political Committees	27,799.10	832,147.95	17(a)
(b) Political Party Committees		1,275.00	17(b)
(c) Other Political Committees	7,500.00	57,260.00	17(c)
(d) The Candidate		9,000.00	17(d)
(e) TOTAL CONTRIBUTIONS (other than loans) (Add 17(a), 17(b), 17(c) and 17(d))	35,299.10	899,682.95	17(e)
18. TRANSFERS FROM OTHER AUTHORIZED COMMITTEES			18
19. LOANS RECEIVED:			
(a) Loans Received From or Guaranteed by Candidate			19(a)
(b) Other Loans		2,180,000.00	19(b)
(c) TOTAL LOANS (Add 19(a) and 19(b))		2,180,000.00	19(c)
20. OFFSETS TO EXPENDITURES (Refunds, Rebates, etc.):			
(a) Operating	23,601.54	990,121.17	20(a)
(b) Fundraising			20(b)
(c) Legal and Accounting			20(c)
(d) TOTAL OFFSETS TO EXPENDITURES (Add 20(a), 20(b) and 20(c))	23,601.54	990,121.17	20(d)
21. OTHER RECEIPTS (Dividends, Interest, etc.)	1,093.52	11,235.95	21
22. TOTAL RECEIPTS (Add 16, 17(e), 18, 19(c), 20(d) and 21)	110,878.96	7,058,398.07	22
<b>II. DISBURSEMENTS</b>			
23. OPERATING EXPENDITURES	227,113.13	5,228,957.11	23
24. TRANSFERS TO OTHER AUTHORIZED COMMITTEES			24
25. FUNDRAISING DISBURSEMENTS	24,888.14	220,880.60	25
26. EXEMPT LEGAL AND ACCOUNTING DISBURSEMENTS	23,715.56	732,097.11	26
27. LOAN REPAYMENTS MADE			
(a) Repayments of Loans Made or Guaranteed by Candidate			27(a)
(b) Other Repayments		630,000.00	27(b)
(c) TOTAL LOAN REPAYMENTS MADE (Add 27(a) and 27(b))		630,000.00	27(c)
28. REFUNDS OF CONTRIBUTIONS TO:			
(a) Individuals/Persons Other Than Political Committees	11,200.00	18,260.00	28(a)
(b) Political Party Committees			28(b)
(c) Other Political Committees			28(c)
(d) The Candidate			28(d)
(e) TOTAL REFUNDS OF CONTRIBUTIONS (Add 28(a), 28(b), 28(c) and 28(d))	11,200.00	18,260.00	28(e)

83040585149

# **SCHEDULE C-P**

Federal Election Commission  
1325 K Street, N.W.  
Washington, D.C. 20463

## **LOANS**

Use separate  
schedules for  
each category  
of the detailed  
summary page

PAGE 1  
LINE NUMBER 12

NAME OF COMMITTEE (in full)

**JOHN GLENN PRESIDENTIAL COMMITTEE, INC.**

NAME OF LOAN SOURCE (OR RECIPIENT) <b>Ameritrust</b>		ORIGINAL AMOUNT OF LOAN <b>500,000.00</b>	CUMULATIVE PAYMENT TO DATE <b>- 0 -</b>	BALANCE OUTSTANDING <b>500,000.00</b>
ADDRESS (Number and Street) <b>900 Euclid Avenue</b>				
CITY, STATE, ZIP CODE <b>Cleveland, OH 43215</b>		TYPE OF ELECTION <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)		
TERMS	DATE INCURRED <b>2/9, 2/14</b>	DATE DUE <b>On Demand</b>	INTEREST RATE (% APR) <b>Prime + 1%</b>	SECURED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

### LIST ALL ENDORSERS OR GUARANTORS (if any)

NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING

NAME OF LOAN SOURCE (OR RECIPIENT) <b>Bank One of Columbus, NA</b>		ORIGINAL AMOUNT OF LOAN <b>500,000.00</b>	CUMULATIVE PAYMENT TO DATE <b>- 0 -</b>	BALANCE OUTSTANDING <b>500,000.00</b>
ADDRESS (Number and Street) <b>100 East Broad Street</b>				
CITY, STATE, ZIP CODE <b>Columbus, OH 43215</b>		TYPE OF ELECTION <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)		
TERMS	DATE INCURRED <b>2/9, 2/14</b>	DATE DUE <b>On Demand</b>	INTEREST RATE (% APR) <b>Prime + 1%</b>	SECURED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

### LIST ALL ENDORSERS OR GUARANTORS (if any)

NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING

For each loan, the committee must file a Schedule C-P for each line item, and to appropriate line of Summary.

DETAILS THIS PERIOD THIS PAGE (if partial)

ORIGINAL AMOUNT OF LOAN

1,000,000.00

CUMULATIVE PAYMENT TO DATE

0.00

BALANCE OUTSTANDING

1,000,000.00

# SCHEDULE C-P

Federal Election Commission  
1325 K Street, N.W.  
Washington, D.C. 20463

## LOANS

Use separate schedules for each category of the detailed summary page

PAGE

2

LINE NUMBER

12

NAME OF COMMITTEE (in Full)

JOHN GLENN PRESIDENTIAL COMMITTEE INC.

NAME OF LOAN SOURCE (OR RECIPIENT)		ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
BANC OHIO		500,000.00	-0-	500,000.00
ADDRESS (Number and Street)		TYPE OF ELECTION		
155 EAST BROAD STREET		<input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)		
CITY, STATE, ZIP CODE		INTEREST RATE (5 APR)		
COLUMBUS, OHIO 43215		PRIME + 1%		
TERMS	DATE INCURRED	DATE DUE	SECURED	
	2/9, 2/14	ON DEMAND	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

LIST ALL ENDORSERS OR GUARANTORS (if any)

NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING

NAME OF LOAN SOURCE (OR RECIPIENT)		ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
HUNTINGTON NATIONAL BANK		500,000.00	-0-	500,000.00
ADDRESS (Number and Street)		TYPE OF ELECTION		
17 SOUTH HIGH STREET		<input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)		
CITY, STATE, ZIP CODE		INTEREST RATE (5 APR)		
COLUMBUS, OHIO 43215		PRIME + 1%		
TERMS	DATE INCURRED	DATE DUE	SECURED	
	2/9, 2/14	ON DEMAND	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

LIST ALL ENDORSERS OR GUARANTORS (if any)

NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING

This schedule is to be completed only in Line 3 Schedule C-P for this line item. Do not carry forward to subsequent line items.

DO NOT SIGN THIS PAGE

ORIGINAL AMOUNT OF LOAN

CUMULATIVE PAYMENT TO DATE

BALANCE OUTSTANDING



84 JUL 24 28: 33

B-10

**NOTE:** This report is to be used by an authorized committee of a candidate seeking nomination or election to the Office of President or Vice President of the United States whether or not public funds are used.

1. NAME OF COMMITTEE IN FULL <b>JOHN GLENN PRESIDENTIAL COMMITTEE, INC.</b>		2. IDENTIFICATION NUMBER <b>C00164551</b>	
ADDRESS (Number and Street) <b>444 N. Capitol Street, N.W., Suite 407</b>		3. IS THIS REPORT OF RECEIPTS AND DISBURSEMENTS FOR	
CITY <b>Washington</b>	STATE <b>D.C.</b>	ZIP CODE <b>20001</b>	<input type="checkbox"/> Check if name or address is changed
		<input checked="" type="checkbox"/> Primary	<input type="checkbox"/> General
4. TYPE OF REPORT ("X" appropriate box and complete, if applicable)	<input type="checkbox"/> Arrangement for (Report)		<input checked="" type="checkbox"/> Monthly Report (month) <b>June 1984</b>
	<input type="checkbox"/> April 15 Quarterly Report		<input type="checkbox"/> Twelfth Day Before Election
	<input type="checkbox"/> July 15 Quarterly Report		<input type="checkbox"/> Thirtieth Day After Election
	<input type="checkbox"/> October 15 Quarterly Report		TYPE OF ELECTION
		<input type="checkbox"/> January 31 Year-end Report	STATE
		<input type="checkbox"/> Termination Report	ELECTION DATE

## COMMITTEE SUMMARY OF RECEIPTS AND DISBURSEMENTS

5. COVERING PERIOD		FROM	THROUGH
		June 1, 1984	June 30, 1984
SUMMARY	6. CASH ON HAND AT BEGINNING OF THE REPORTING PERIOD .....	135,950.05	
	7. TOTAL RECEIPTS THIS PERIOD (From Line 22 Column A) .....	110,537.64	
	8. SUBTOTAL (Add Line 6 and 7) .....	246,537.69	
	9. TOTAL DISBURSEMENTS THIS PERIOD (From Line 30 Column A) .....	157,022.84	
	10. CASH ON HAND AT CLOSE OF THE REPORTING PERIOD (Subtract Line 9 from 8) .....	139,514.85	
	11. DEBTS AND OBLIGATIONS OWED <u>TO</u> THE COMMITTEE (Itemize All on Schedule C or Schedule D) .....	23,787.20	
	12. DEBTS AND OBLIGATIONS OWED <u>BY</u> THE COMMITTEE (Itemize All on Schedule C or Schedule D) .....	2,970,764.18	
	13. EXPENDITURES SUBJECT TO LIMITATION (From FEC Form 3P, Page 4) .....	7,579,691.12	
	NET YEAR-TO-DATE CONTRIBUTIONS AND EXPENDITURES		
	14. NET CONTRIBUTIONS (Other than Loans) (Subtract Line 28d Column B from 17e Column B) .....	871,109.45	
15. NET OPERATING EXPENDITURES (Subtract Line 20a Column B from 23 Column B) .....	4,333,213.77		

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

TYPE OR PRINT NAME OF TREASURER  
William R. White

SIGNATURE OF TREASURER

DATE \_\_\_\_\_

July 20, 1954.

For further information  
contact  
Federal Election Commission  
Toll Free 800-424-9530  
Local 522-1068

10-10 Submission of false statements or incomplete information may subject the person signing the form to the penalties of 18 USC 641.

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

**DETAILED SUMMARY OF RECEIPTS AND DISBURSEMENTS**  
(Page 2, FEC FORM 3P)

NAME OF COMMITTEE (in Full)		REPORT COVERING THE PERIOD	
JOHN GLENN PRESIDENTIAL COMMITTEE, INC.		From 06/01/84	Through 06/30/84
	COLUMN A Total This Period	COLUMN B Calendar Year-to-Date	
<b>I. RECEIPTS</b>			
16. FEDERAL FUNDS (Itemize on Schedule A-P) .....	24,593.00	3,001,951.00	16
17. CONTRIBUTIONS (other than loans) FROM:			
(a) Individuals/Persons Other Than Political Committees .....	51,746.50	383,394.45	17(a)
(b) Political Party Committees .....	1,050.00	2,325.00	17(b)
(c) Other Political Committees .....	15,125.00	72,385.00	17(c)
(d) The Candidate .....		9,000.00	17(d)
(e) TOTAL CONTRIBUTIONS (other than loans) (Add 17(a), 17(b), 17(c) and 17(d)) .....	67,921.50	957,504.45	17(e)
18. TRANSFERS FROM OTHER AUTHORIZED COMMITTEES .....			18
19. LOANS RECEIVED:			
(a) Loans Received From or Guaranteed by Candidate .....		2,130,000.00	19(a)
(b) Other Loans .....			19(b)
(c) TOTAL LOANS (Add 19(a) and 19(b)) .....		2,130,000.00	19(c)
20. OFFSETS TO EXPENDITURES (Refunds, Rebates, etc.):			
(a) Operating .....	16,906.21	1,007,027.38	20(a)
(b) Fundraising .....			20(b)
(c) Legal and Accounting .....			20(c)
(d) TOTAL OFFSETS TO EXPENDITURES (Add 20(a), 20(b) and 20(c)) .....	16,906.21	1,007,027.38	20(d)
21. OTHER RECEIPTS (Dividends, Interest, etc.) .....	1,166.93	12,402.38	21
22. TOTAL RECEIPTS (Add 16, 17(e), 18, 19(c), 20(d) and 21) .....	110,587.64	7,168,985.71	22
<b>II. DISBURSEMENTS</b>			
23. OPERATING EXPENDITURES .....	111,983.98	5,340,841.09	23
24. TRANSFERS TO OTHER AUTHORIZED COMMITTEES .....			24
25. FUNDRAISING DISBURSEMENTS .....	15,381.93	306,762.53	25
26. EXEMPT LEGAL AND ACCOUNTING DISBURSEMENTS .....	19,795.93	752,794.24	26
27. LOAN REPAYMENTS MADE:			
(a) Repayments of Loans Made or Guaranteed by Candidate .....		630,000.00	27(a)
(b) Other Repayments .....		630,000.00	27(b)
(c) TOTAL LOAN REPAYMENTS MADE (Add 27(a) and 27(b)) .....		630,000.00	27(c)
28. REFUNDS OF CONTRIBUTIONS TO:			
(a) Individuals/Persons Other Than Political Committees .....	4,360.00	33,120.00	28(a)
(b) Political Party Committees .....			28(b)
(c) Other Political Committees .....	4,500.00	13,375.00	28(c)
(d) TOTAL CONTRIBUTION REFUNDS (Add 28(a), 28(b) and 28(c)) .....	8,860.00	46,495.00	28(d)
29. OTHER DISBURSEMENTS .....			29
30. TOTAL DISBURSEMENTS (Add 23, 24, 25, 26, 27(c), 28(d) and 29) .....	146,721.91	6,736,542.76	30

31. CONTRIBUTED ITEMS (Stock, Art Objects, Etc.)

# SCHEDULE C-P

Federal Election Commission  
1225 K Street, N.W.  
Washington, D.C. 20463

## LOANS

Use separate  
schedules for  
each category  
of the detailed  
summary page

PAGE

LINE NUMBER

12

NAME OF COMMITTEE (in Full)

JOHN GLENN PRESIDENTIAL COMMITTEE, INC.

NAME OF LOAN SOURCE (OR RECIPIENT) Ameritrust		ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
ADDRESS (Number and Street) 900 Euclid Avenue		500,000.00	- 0 -	500,000.00
CITY, STATE, ZIP CODE Cleveland, OH 43215		TYPE OF ELECTION <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)		
TERMS	DATE INCURRED 2/9, 2/14	DATE DUE On Demand	INTEREST RATE (% APR) Prime + 1%	SECURED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
LIST ALL ENDORSERS OR GUARANTORS (if any)				
NAME		ADDRESS (Number and Street)		CITY, STATE, ZIP CODE
NAME OF EMPLOYER		OCCUPATION		AMT. OUTSTANDING
NAME		ADDRESS (Number and Street)		CITY, STATE, ZIP CODE
NAME OF EMPLOYER		OCCUPATION		AMT. OUTSTANDING
NAME		ADDRESS (Number and Street)		CITY, STATE, ZIP CODE
NAME OF EMPLOYER		OCCUPATION		AMT. OUTSTANDING

NAME OF LOAN SOURCE (OR RECIPIENT) Bank One of Columbus, NA		ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
ADDRESS (Number and Street) 100 East Broad Street		500,000.00	- 0 -	500,000.00
CITY, STATE, ZIP CODE Columbus, OH 43215		TYPE OF ELECTION <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)		
TERMS	DATE INCURRED 2/9, 2/14	DATE DUE On Demand	INTEREST RATE (% APR) Prime + 1%	SECURED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
LIST ALL ENDORSERS OR GUARANTORS (if any)				
NAME		ADDRESS (Number and Street)		CITY, STATE, ZIP CODE
NAME OF EMPLOYER		OCCUPATION		AMT. OUTSTANDING
NAME		ADDRESS (Number and Street)		CITY, STATE, ZIP CODE
NAME OF EMPLOYER		OCCUPATION		AMT. OUTSTANDING
NAME		ADDRESS (Number and Street)		CITY, STATE, ZIP CODE
NAME OF EMPLOYER		OCCUPATION		AMT. OUTSTANDING

After transferring the data to Line C of Schedule C-P, this line  
and the entire schedule should be attached to the summary page.

ORIGINAL AMOUNT  
OF LOAN

CUMULATIVE  
PAYMENT TO DATE

BALANCE  
OUTSTANDING

TOTALS

Page 1 of 1

88040685154



**SCHEDULE C**

Federal Election Commission  
35 E Street, N.W.  
Washington, D.C. 20463

**LOANS**

See instructions  
in Appendix A  
for each category  
of the detailed  
schedule form

Form No. 1046-1

NAME OF COMMITTEE (in Full)

1968 CLEVE PRESIDENTIAL COMMITTEE INC.

NAME OF LOAN SOURCE (OR RECIPIENT) BANC OHIO		ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
ADDRESS (Number and Street) 155 EAST BROAD STREET		500,000.00	-0-	500,000.00
CITY, STATE, ZIP CODE COLUMBUS, OHIO 43215		TYPE OF ELECTION <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (Specify)		
TERMS	DATE INCURRED 2/9, 2/14	DATE DUE ON DEMAND	INTEREST RATE (% APR) PRIME + 1%	SECURED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

LIST ALL ENDORSERS OR GUARANTORS (if any)

NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	AMT. OUTSTANDING
NAME OF EMPLOYER	OCCUPATION		
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	AMT. OUTSTANDING
NAME OF EMPLOYER	OCCUPATION		
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	AMT. OUTSTANDING
NAME OF EMPLOYER	OCCUPATION		

NAME OF LOAN SOURCE (OR RECIPIENT) HUNTINGTON NATIONAL BANK		ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
ADDRESS (Number and Street) 17 SOUTH HIGH STREET		500,000.00	-0-	500,000.00
CITY, STATE, ZIP CODE COLUMBUS, OHIO 43215		TYPE OF ELECTION <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (Specify)		
TERMS	DATE INCURRED 2/9, 2/14	DATE DUE ON DEMAND	INTEREST RATE (% APR) PRIME + 1%	SECURED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

LIST ALL ENDORSERS OR GUARANTORS (if any)

NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	AMT. OUTSTANDING
NAME OF EMPLOYER	OCCUPATION		
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	AMT. OUTSTANDING
NAME OF EMPLOYER	OCCUPATION		
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	AMT. OUTSTANDING
NAME OF EMPLOYER	OCCUPATION		

REPORT OF RECEIPTS AND DISBURSEMENTS  
BY AN AUTHORIZED COMMITTEE OF A  
CANDIDATE FOR THE OFFICE OF PRESIDENT

8-12  
84 AUG 27 P5: 07  
FEC

NOTE: This report is to be used by an authorized committee of a candidate seeking nomination or election to the Office of President or Vice President of the United States whether or not public funds are used.

1. NAME OF COMMITTEE IN FULL JOHN GLENN PRESIDENTIAL COM. INC.		2. IDENTIFICATION NUMBER 70014-0001	
ADDRESS (Number and Street) 444 N. CAPITOL ST., S. W. SUITE 407		3. IS THIS REPORT OF RECEIPTS AND DISBURSEMENTS FOR	
CITY WASHINGTON	STATE D.C.	ZIP CODE 20001	<input type="checkbox"/> Check if name or address is changed
4. TYPE OF REPORT ("X" appropriate box and complete, if applicable)		<input checked="" type="checkbox"/> Primary <input type="checkbox"/> General	
<input type="checkbox"/> Arrangements for (Report)		<input checked="" type="checkbox"/> Monthly Report (month) July 1984	
<input type="checkbox"/> April 15 Quarterly Report		<input type="checkbox"/> January 31 Year-end Report	
<input type="checkbox"/> July 15 Quarterly Report		<input type="checkbox"/> Termination Report	
<input type="checkbox"/> October 15 Quarterly Report		<input type="checkbox"/> Twelfth Day Before Election	
		<input type="checkbox"/> Thirtieth Day After Election	
		TYPE OF ELECTION	
		STATE	
		ELECTION DATE	

COMMITTEE SUMMARY OF RECEIPTS AND DISBURSEMENTS

5. COVERING PERIOD		FROM JULY 1, 1984	THROUGH JULY 31, 1984
SUMMARY	6. CASH ON HAND AT BEGINNING OF THE REPORTING PERIOD		
	7. TOTAL RECEIPTS THIS PERIOD (From Line 22 Column A)		
	8. SUBTOTAL (Add Line 6 and 7)		
	9. TOTAL DISBURSEMENTS THIS PERIOD (From Line 30 Column A)		
	10. CASH ON HAND AT CLOSE OF THE REPORTING PERIOD (Subtract Line 9 from 8)		
	11. DEBTS AND OBLIGATIONS OWED TO THE COMMITTEE (Itemize All on Schedule C or Schedule D)		
	12. DEBTS AND OBLIGATIONS OWED BY THE COMMITTEE (Itemize All on Schedule C or Schedule D)		
NET YEAR-TO-DATE CONTRIBUTIONS AND EXPENDITURES	13. EXPENDITURES SUBJECT TO LIMITATION (From FEC Form 3P, Page 4)		
	14. NET CONTRIBUTIONS (Other than Loans) (Subtract Line 28d Column B from 17e Column B)		
	15. NET OPERATING EXPENDITURES (Subtract Line 20a Column B from 23 Column B)		

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

TYPE OR PRINT NAME OF TREASURER

SIGNATURE OF TREASURER

DATE

For further information contact  
Federal Election Commission  
Toll Free 800-424-9530  
Local 523-4068

NOTE: Submission of false information or incomplete information may subject the person signing this Report to the criminal penalties of 18 USC 547.

A printed version of FEC Form 3P is available and should no longer be used.

FEC Form 3P (2-83)

88040585156

Federal Election Commission  
1325 K Street, N.W.  
Washington, D.C. 20463

# LOANS

Use separate  
schedule for  
each category  
of the attached  
summary page

2  
LINE NUMBER  
12

NAME OF COMMITTEE (in Full)

JOHN GLENN PRESIDENTIAL COMMITTEE, INC.

NAME OF LOAN SOURCE (OR RECIPIENT) Ameritrust		ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
ADDRESS (Number and Street) 900 Euclid Avenue		500,000.00	- 0 -	500,000.00
CITY, STATE, ZIP CODE Cleveland, OH 43215		TYPE OF ELECTION <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)		
TERMS	DATE INCURRED 2/9, 2/14	DATE DUE On Demand	INTEREST RATE (5 APR) Prime + 1%	SECURED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
LIST ALL ENDORSERS OR GUARANTORS (if any)				
NAME		ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	
NAME		ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	
NAME		ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	

NAME OF LOAN SOURCE (OR RECIPIENT) Bank One of Columbus, NA		ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
ADDRESS (Number and Street) 100 East Broad Street		500,000.00	- 0 -	500,000.00
CITY, STATE, ZIP CODE Columbus, OH 43215		TYPE OF ELECTION <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)		
TERMS	DATE INCURRED 2/9, 2/14	DATE DUE On Demand	INTEREST RATE (5 APR) Prime + 1%	SECURED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
LIST ALL ENDORSERS OR GUARANTORS (if any)				
NAME		ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	
NAME		ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	
NAME		ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	

Carry outstanding balance only to Line 3, Schedule D-P, for this line  
if no Schedule D-P, carry forward to appropriate line of Summary

ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
SUBTOTALS THIS PERIOD THIS PAGE (optional)	1,000,000.00	- 0 -
TOTALS THIS PERIOD (Must agree with line 100 only)	1,000,000.00	- 0 -

99240605157



# SCHEDULE C P

Federal Election Commission  
1375 G Street, N.W.  
Washington, D.C. 20463

## LOANS

Use separate schedules for each category of the election summary page

PAGE 7  
LINE NUMBER 12

NAME OF COMMITTEE (in Full)

JOHN GLENN PRESIDENTIAL COMMITTEE INC.

NAME OF LOAN SOURCE (OR RECIPIENT)		ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
PARC OHIO		500,000.00	-0-	500,000.00
ADDRESS (Number and Street)				
155 EAST BROAD STREET				
CITY, STATE, ZIP CODE				
COLUMBUS, OHIO 43215				
TYPE OF ELECTION				
<input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (Specify)				
TERMS	DATE INCURRED	DATE DUE	INTEREST RATE (IN APR)	SECURED
	2/9, 2/14	ON DEMAND	PRIME + 15	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

### LIST ALL ENDORSERS OR GUARANTORS (if any)

NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING

NAME OF LOAN SOURCE (OR RECIPIENT)		ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
HUNTINGTON NATIONAL BANK		500,000.00	-0-	500,000.00
ADDRESS (Number and Street)				
17 SOUTH HIGH STREET				
CITY, STATE, ZIP CODE				
COLUMBUS, OHIO 43215				
TYPE OF ELECTION				
<input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (Specify)				
TERMS	DATE INCURRED	DATE DUE	INTEREST RATE (IN APR)	SECURED
	2/9, 2/14	ON DEMAND	PRIME + 15	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

### LIST ALL ENDORSERS OR GUARANTORS (if any)

NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING

Carry outstanding balance only to Line 3 Schedule D-P for this line  
If no Schedule D-P carry forward to corresponding line of Summary

SUBTOTALS THIS PERIOD THIS PAGE

ORIGINAL AMOUNT OF LOAN CUMULATIVE PAYMENT TO DATE BALANCE OUTSTANDING

**DETAILED SUMMARY OF RECEIPTS AND DISBURSEMENTS**  
(Page 2, FEC FORM 3P)

NAME OF COMMITTEE (in Full)		REPORT COVERING THE PERIOD	
JOHN GLENN PRESIDENTIAL COM. INC.		From: 7/1/84	Through: 7/31/84
		COLUMN A Total This Period	COLUMN B Calendar Year-to-Date
<b>I. RECEIPTS</b>			
16. FEDERAL FUNDS (Items on Schedule A-P)		24,542.50	3,026,493.50
17. CONTRIBUTIONS (other than loans) FROM:			
(a) Individuals/Persons Other Than Political Committees		45,180.00	929,074.45
(b) Political Party Committees		-0-	2,325.00
(c) Other Political Committees		6,000.00	78,385.00
(d) The Candidate		-0-	9,000.00
(e) TOTAL CONTRIBUTIONS (other than loans) (Add 17(a), 17(b), 17(c) and 17(d))		51,180.00	1,018,784.45
18. TRANSFERS FROM OTHER AUTHORIZED COMMITTEES			
19. LOANS RECEIVED:			
(a) Loans Received From or Guaranteed by Candidate		-0-	2,190,000.00
(b) Other Loans		-0-	
(c) TOTAL LOANS (Add 19(a) and 19(b))		-0-	2,190,000.00
20. OFFSETS TO EXPENDITURES (Refunds, Rebates, etc.)			
(a) Operating		2,906.86	1,009,934.24
(b) Fundraising			
(c) Legal and Accounting			
(d) TOTAL OFFSETS TO EXPENDITURES (Add 20(a), 20(b) and 20(c))		2,906.86	1,009,934.24
21. OTHER RECEIPTS (Dividends, Interest, etc.)		706.04	12,109.82
22. TOTAL RECEIPTS (Add 16, 17(e), 18, 19(c), 20(d) and 21)		79,736.30	7,248,322.01
<b>II. DISBURSEMENTS</b>			
23. OPERATING EXPENDITURES		56,107.50	5,117,701.04
24. TRANSFERS TO OTHER AUTHORIZED COMMITTEES			
25. FUNDRAISING DISBURSEMENTS		6,226.19	312,368.71
26. EXEMPT LEGAL AND ACCOUNTING DISBURSEMENTS		12,737.80	765,592.24
27. LOAN REPAYMENTS MADE			
(a) Repayments of Loans Made or Guaranteed by Candidate			2,190,000.00
(b) Other Repayments			
(c) TOTAL LOAN REPAYMENTS MADE (Add 27(a) and 27(b))			2,190,000.00
28. REFUNDS OF CONTRIBUTIONS TO			
(a) Individuals/Persons Other Than Political Committees		-13,137.00	85,155.00
(b) Political Party Committees			
(c) Other Political Committees			
(d) TOTAL CONTRIBUTION REFUNDS (Add 28(a), 28(b) and 28(c))		-13,137.00	85,155.00
29. OTHER DISBURSEMENTS			
30. TOTAL DISBURSEMENTS (Add 23, 24, 25, 26, 27(c), 28(d) and 29)		75,071.49	6,058,454.29

III. CONTRIBUTED ITEMS: Stock, Art Objects, Etc.

1. NAME OF CONTRIBUTOR: \_\_\_\_\_

93040535159

REPORT OF RECEIPTS AND DISBURSEMENTS  
BY AN AUTHORIZED COMMITTEE OF A  
CANDIDATE FOR THE OFFICE OF PRESIDENT

B-13

THE FEC

84 SEP 21 P 2: 00

NOTE: This report is to be used by an authorized committee of a candidate seeking nomination for President or Vice President in the general election. It is not to be used by a candidate or by a political party.

1. Name of Committee and Street 444 N. Capitol St., N. W. Suite 407				2. IS THIS REPORT OF RECEIPTS AND DISBURSEMENTS FOR:	
CITY Washington	STATE D. C.	ZIP CODE 20001	<input checked="" type="checkbox"/> Check if name or address is changed	<input checked="" type="checkbox"/> Primary	<input type="checkbox"/> General
3. TYPE OF REPORT (If "X" appropriate, item and complete, if applicable)				4. TYPE OF ELECTION	
<input type="checkbox"/> Amendment for Report				<input type="checkbox"/> Twelfth Day Before Election	
<input checked="" type="checkbox"/> Quarterly Report (Period)				<input type="checkbox"/> Twelfth Day After Election	
<input type="checkbox"/> April 15 Quarterly Report				STATE	
<input type="checkbox"/> July 15 Quarterly Report				ELECTION DATE	
<input type="checkbox"/> October 15 Quarterly Report				<input type="checkbox"/> January 31 Year-end Report	
<input type="checkbox"/> Termination Report					

COMMITTEE SUMMARY OF RECEIPTS AND DISBURSEMENTS

5. COVERING PERIOD		FROM	THROUGH
		August 1, 1984	August 31, 1984
SUMMARY	6. CASH ON HAND AT BEGINNING OF THE REPORTING PERIOD .....	135,918.63	
	7. TOTAL RECEIPTS THIS PERIOD (From Line 22 Column A) .....	69,329.75	
	8. SUBTOTAL (Add Line 6 and 7) .....	205,248.38	
	9. TOTAL DISBURSEMENTS THIS PERIOD (From Line 30 Column A) .....	84,523.46	
	10. CASH ON HAND AT CLOSE OF THE REPORTING PERIOD (Subtract Line 9 from 8) .....	120,724.92	
	11. DEBTS AND OBLIGATIONS OWED TO THE COMMITTEE (Itemize All on Schedule C or Schedule D) .....	46,613.51	
	12. DEBTS AND OBLIGATIONS OWED BY THE COMMITTEE (Itemize All on Schedule C or Schedule D) .....	2,939,049.83	
	13. EXPENDITURES SUBJECT TO LIMITATION (From FEC Form 3P, Page 4) .....	7,699,913.89	
	14. NET CONTRIBUTIONS (Other than Loans) (Subtract Line 28d Column B from 17e Column B) .....	979,391.95	
	15. NET OPERATING EXPENDITURES (Subtract Line 20a Column B from 23 Column B) .....	4,454,036.37	

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

TYPE OR PRINT NAME OF TREASURER

William R. White, Treasurer

SIGNATURE OF TREASURER

*William R. White*

DATE

September 20, 1984

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. § 437g.

All previous versions of FEC Form 3P are obsolete and should no longer be used.

For further information, contact:

Federal Election Commission  
Toll Free 800-424-9630  
Local 523-4068

FEC Form 3P (2/83)

84033024945



**DETAILED STATEMENT OF RECEIPTS AND DISBURSEMENTS  
FEC FORM 371**

single info

NAME OF COMMITTEE (in full)

**JOHN GLASS PRESIDENTIAL COMMITTEE, INC.**

**I. RECEIPTS**

16. FEDERAL FUNDS (Itemize on Schedule A-F) .....

25,597.09

3,052,090.59

17. CONTRIBUTIONS (other than loans) FROM:

(a) Individuals/Persons Other Than Political Committees .....

39,120.50

968,194.95

(b) Political Party Committees .....

-0-

2,323.00

(c) Other Political Committees .....

3,050.50

81,435.00

(d) The Candidate .....

-0-

9,000.00

(e) TOTAL CONTRIBUTIONS (other than loans) (Add 17(a), 17(b), 17(c) and 17(d)) .....

42,170.50

1,060,954.95

18. TRANSFERS FROM OTHER AUTHORIZED COMMITTEES .....

19. LOANS RECEIVED:

(a) Loans Received From or Guaranteed by Candidate .....

-0-

2,180,000.00

(b) Other Loans .....

-0-

-0-

(c) TOTAL LOANS (Add 19(a) and 19(b)) .....

-0-

2,180,000.00

20. OFFSETS TO EXPENDITURES (Refunds, Rebates, etc.):

(a) Operating .....

668.12

1,010,602.36

(b) Fundraising .....

150.00

150.00

(c) Legal and Accounting .....

818.12

1,010,752.36

(d) TOTAL OFFSETS TO EXPENDITURES (Add 20(a), 20(b) and 20(c)) .....

818.12

1,010,752.36

21. OTHER RECEIPTS (Dividends, Interest, etc.) .....

744.04

13,953.96

22. TOTAL RECEIPTS (Add 16, 17(e), 18, 19(c), 20(d) and 21) .....

69,329.75

7,317,651.76

**II. DISBURSEMENTS**

23. OPERATING EXPENDITURES .....

46,937.69

5,464,638.73

24. TRANSFERS TO OTHER AUTHORIZED COMMITTEES .....

-0-

-0-

25. FUNDRAISING DISBURSEMENTS .....

16,495.83

329,464.54

26. EXEMPT LEGAL AND ACCOUNTING DISBURSEMENTS .....

21,089.94

786,681.98

27. LOAN REPAYMENTS MADE:

(a) Repayments of Loans Made or Guaranteed by Candidate .....

-0-

-0-

(b) Other Repayments .....

-0-

630,000.00

(c) TOTAL LOAN REPAYMENTS MADE (Add 27(a) and 27(b)) .....

-0-

630,000.00

28. REFUNDS OF CONTRIBUTIONS TO

(a) Individuals/Persons Other Than Political Committees .....

-0-

66,688.00

(b) Political Party Committees .....

-0-

14,875.00

(c) Other Political Committees .....

-0-

81,563.00

(d) TOTAL CONTRIBUTION REFUNDS (Add 28(a), 28(b) and 28(c)) .....

-0-

81,563.00

29. OTHER DISBURSEMENTS .....

-0-

2,000.00

30. TOTAL DISBURSEMENTS (Add 23, 24, 25, 26, 27(c), 28(d) and 29) .....

84,523.46

7,294,348.25

**III. CONTRIBUTED ITEMS (Stock, Art Objects, Etc.)**

NAME OF THE CONTRIBUTOR (Last, First, Middle Initial)

38040635151

Department of Commerce  
Washington, D.C.  
August, D.C. 20463

# LOANS

Use separate  
Schedules for  
each category  
of the following  
summary page

Page 1

10 (total pages)

LINE NUMBER

2

12

NAME OF COMMITTEE (if any)

U.S. CIVIL LIBERTIES COMMITTEE INC.

NAME OF LOAN SOURCE (OR RECIPIENT)		ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
FIRE OIL		500,000.00	-0-	500,000.00
ADDRESS (Number and Street)		TYPE OF ELECTION		
171 EAST BROAD STREET		<input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (Specify)		
CITY, STATE, ZIP CODE		INTEREST RATE (in APR)		
COLUMBUS, OHIO 43215		PRIME + 15		
TERMS	DATE INCURRED	DATE DUE	SECURED	
	2/9, 2/14	ON DEMAND	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

LIST ALL ENDORSERS OR GUARANTORS (if any)

NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING

NAME OF LOAN SOURCE (OR RECIPIENT)		ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
WELINGTON NATIONAL BANK		500,000.00	-0-	500,000.00
ADDRESS (Number and Street)		TYPE OF ELECTION		
171 SOUTH HIGH STREET		<input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (Specify)		
CITY, STATE, ZIP CODE		INTEREST RATE (in APR)		
COLUMBUS, OHIO 43215		PRIME + 15		
TERMS	DATE INCURRED	DATE DUE	SECURED	
	2/9, 2/14	ON DEMAND	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

LIST ALL ENDORSERS OR GUARANTORS (if any)

NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING

Copy outstanding balance only to Line 3, Schedule D-P for this line  
if no Schedule D-P copy forward to appropriate line of Summary

INITIALS THIS PERIOD THIS PAGE (optional)

ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
-------------------------	----------------------------	---------------------

# LOANS

Continued on  
back of this document  
or the attached  
Summary page

LINE NUMBER  
12

NAME OF COMMITTEE OR FUND

JOHN GLENN PRESIDENTIAL COMMITTEE, INC.

NAME OF LOAN SOURCE (OR RECIPIENT) <b>Americus</b>		ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
ADDRESS (Number and Street) <b>900 Euclid Avenue</b>		<b>500,000.00</b>	<b>- 0 -</b>	<b>500,000.00</b>
CITY, STATE, ZIP CODE <b>Cleveland, OH 43215</b>		TYPE OF ELECTION <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)		
TERMS	DATE INCURRED <b>2/9, 2/14</b>	DATE DUE <b>On Demand</b>	INTEREST RATE (IS APR) <b>Prime + 1%</b>	SECURED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
LIST ALL ENDORSERS OR GUARANTORS (If any)				
NAME		ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	
NAME		ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	
NAME		ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	

NAME OF LOAN SOURCE (OR RECIPIENT) <b>Bank One of Columbus, NA</b>		ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
ADDRESS (Number and Street) <b>100 East Broad Street</b>		<b>500,000.00</b>	<b>- 0 -</b>	<b>500,000.00</b>
CITY, STATE, ZIP CODE <b>Columbus, OH 43215</b>		TYPE OF ELECTION <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)		
TERMS	DATE INCURRED <b>2/9, 2/14</b>	DATE DUE <b>On Demand</b>	INTEREST RATE (IS APR) <b>Prime + 1%</b>	SECURED <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
LIST ALL ENDORSERS OR GUARANTORS (If any)				
NAME		ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	
NAME		ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	
NAME		ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	

Carry outstanding balance only to Line 3, Schedule D-P, for this line. If no Schedule D-P, carry forward to appropriate line of Summary	ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
SUBTOTALS THIS PERIOD THIS PAGE (optional)	<b>1,000,000.00</b>	<b>- 0 -</b>	<b>1,000,000.00</b>
TOTALS THIS PERIOD (last page of this line only)	<b>1,000,000.00</b>	<b>- 0 -</b>	<b>1,000,000.00</b>

83040605163



REPORT OF RECEIPTS AND DISBURSEMENTS  
BY AN AUTHORIZED COMMITTEE OF A  
CANDIDATE FOR THE OFFICE OF PRESIDENT

RECEIVED AT THE FEC  
**HAND DELIVERED**  
84 OCT 22 P 3: 38

NOTE: This report is to be used by an authorized committee of a candidate seeking nomination or election to the Office of President or Vice President of the United States whether or not public funds are used.

1. NAME OF COMMITTEE IN FULL <b>JONE GLENN PRESIDENTIAL COMMITTEE, INC.</b>		2. IDENTIFICATION NUMBER <b>C00164855</b>	
ADDRESS (Number and Street) <b>444 N. Capitol St., N.W. Suite 407</b>		3. IS THIS REPORT OF RECEIPTS AND DISBURSEMENTS FOR:	
CITY <b>Washington</b>	STATE <b>D.C.</b>	ZIP CODE <b>20001</b>	<input checked="" type="checkbox"/> Primary <input type="checkbox"/> General
4. TYPE OF REPORT ("X" appropriate box and complete, if applicable)		5. DATE OF REPORT	
<input type="checkbox"/> Arrangement for (Report)		<input checked="" type="checkbox"/> September 1984	
<input type="checkbox"/> April 15 Quarterly Report		<input type="checkbox"/> January 31 Year-end Report	
<input type="checkbox"/> July 15 Quarterly Report		<input type="checkbox"/> Termination Report	
<input type="checkbox"/> October 15 Quarterly Report		<input type="checkbox"/> Twelfth Day Before Election	
		<input type="checkbox"/> Thirtieth Day After Election	
		TYPE OF ELECTION	
		STATE	
		ELECTION DATE	

COMMITTEE SUMMARY OF RECEIPTS AND DISBURSEMENTS

6. COVERING PERIOD		FROM <b>September 1, 1984</b>	THROUGH <b>September 31, 1984</b>
SUMMARY	6. CASH ON HAND AT BEGINNING OF THE REPORTING PERIOD	120,724.92	
	7. TOTAL RECEIPTS THIS PERIOD (From Line 22 Column A)	82,447.11	
	8. SUBTOTAL (Add Line 6 and 7)	203,172.03	
	9. TOTAL DISBURSEMENTS THIS PERIOD (From Line 30 Column A)	126,131.43	
	10. CASH ON HAND AT CLOSE OF THE REPORTING PERIOD (Subtract Line 9 from 8)	77,040.60	
	11. DEBTS AND OBLIGATIONS OWED TO THE COMMITTEE (Itemize All on Schedule C or Schedule D)	46,613.51	
	12. DEBTS AND OBLIGATIONS OWED BY THE COMMITTEE (Itemize All on Schedule C or Schedule D)	2,944,901.39	
	13. EXPENDITURES SUBJECT TO LIMITATION (From FEC Form 3P, Page 4)	7,742,210.07	
	14. NET CONTRIBUTIONS (Other than Loans) (Subtract Line 28d Column 8 from 17e Column 8)	1,028,719.05	
	15. NET OPERATING EXPENDITURES (Subtract Line 20a Column 8 from 23 Column 8)	4,496,332.55	

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

TYPE OR PRINT NAME OF TREASURER  
**WILLIAM R. WHITE, TREASURER**

SIGNATURE OF TREASURER

*William R. White*

DATE

10/22/94

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. § 437g.

All previous versions of FEC Form 3P are obsolete and should no longer be used.

For further information, contact:

Federal Election Commission  
Toll Free 800-424-9530  
Local 523-4068

FEC Form 3P (2/93)

83040585164

# **DETAILED SUMMARY OF RECEIPTS AND DISBURSEMENTS** **(Page 2, FEC FORM 3PT)**

NAME OF COMMITTEE (in Full)		REPORT COVERING THE PERIOD	
JOHN GLENN PRESIDENTIAL COMMITTEE, INC.		From: 9/1	Through: 9/30
		COLUMN A Total This Period	COLUMN B Calendar Year-to-Date
<b>I. RECEIPTS</b>			
16. FEDERAL FUNDS (Itemize on Schedule A-P) .....	27,822.50	3,079,913.09	16
17. CONTRIBUTIONS (other than loans) FROM:	45,072.10	1,013,267.05	17
(a) Individuals/Persons Other Than Political Committees .....	-0-	2,325.00	17(a)
(b) Political Party Committees .....	8,105.00	89,540.00	17(b)
(c) Other Political Committees .....	-0-	0,000.00	17(c)
(d) The Candidate .....	53,177.10	1,114,132.05	17(d)
(e) TOTAL CONTRIBUTIONS (other than loans) (Add 17(a), 17(b), 17(c) and 17(d)) .....	-0-	-0-	17(e)
18. TRANSFERS FROM OTHER AUTHORIZED COMMITTEES .....	-0-	-0-	18
19. LOANS RECEIVED:	-0-	2,180,000.00	19
(a) Loans Received From or Guaranteed by Candidate .....	-0-	-0-	19(a)
(b) Other Loans .....	-0-	2,180,000.00	19(b)
(c) TOTAL LOANS (Add 19(a) and 19(b)) .....	-0-	-0-	19(c)
20. OFFSETS TO EXPENDITURES (Refunds, Returns, etc.):	968.08	1,011,570.44	20
(a) Operating .....	-0-	150.00	20(a)
(b) Fundraising .....	-0-	-0-	20(b)
(c) Legal and Accounting .....	968.08	1,011,720.44	20(c)
(d) TOTAL OFFSETS TO EXPENDITURES (Add 20(a), 20(b) and 20(c)) .....	479.43	14,333.29	20(d)
21. OTHER RECEIPTS (Dividends, Interest, etc.) .....	82,447.11	7,400,098.87	21
22. TOTAL RECEIPTS (Add 16, 17(e), 18, 19(c), 20(d) and 21) .....			22
<b>II. DISBURSEMENTS</b>			
23. OPERATING EXPENDITURES .....	43,264.26	5,507,902.99	23
24. TRANSFERS TO OTHER AUTHORIZED COMMITTEES .....	-0-	-0-	24
25. FUNDRAISING DISBURSEMENTS .....	73,725.28	403,189.82	25
26. EXEMPT LEGAL AND ACCOUNTING DISBURSEMENTS .....	-0-	-0-	26
27. LOAN REPAYMENTS MADE:	5,291.89	791,973.87	27
(a) Repayments of Loans Made or Guaranteed by Candidate .....	-0-	-0-	27(a)
(b) Other Repayments .....	-0-	630,000.00	27(b)
(c) TOTAL LOAN REPAYMENTS MADE (Add 27(a) and 27(b)) .....	-0-	630,000.00	27(c)
28. REFUNDS OF CONTRIBUTIONS TO:	3,850.00	70,538.00	28
(a) Individuals/Persons Other Than Political Committees .....	-0-	-0-	28(a)
(b) Political Party Committees .....	-0-	14,875.00	28(b)
(c) Other Political Committees .....	3,850.00	85,413.00	28(c)
(d) TOTAL CONTRIBUTION REFUNDS (Add 28(a), 28(b) and 28(c)) .....	-0-	2,000.00	28(d)
29. OTHER DISBURSEMENTS .....	-0-	2,000.00	29
30. TOTAL DISBURSEMENTS (Add 23, 24, 25, 26, 27(c), 28(d) and 29) .....	126,131.43	7,420,479.68	30
<b>III. CONTRIBUTED ITEMS (Stock, Art Objects, Etc.)</b>			
31. ITEMS ON HAND TO BE LIQUIDATED (Attach List) .....			31

83040505165  
33332949  
84

AMERICAN OVERSEAS BANK  
MEMPHIS, TENN.  
FBI FILE NO. 70-463

**LOANS**

AMOUNT OF  
LOAN  
OF THE  
CUMULATIVE  
PAYMENT TO DATE

DATE OF  
1  
2  
12

THE ELITE PRESIDENTIAL COMMITTEE INC.

NAME OF LOAN SOURCE (OR RECIPIENT)		ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
THE ELITE		500,000.00	-0-	500,000.00
ADDRESS (Number and Street)		TYPE OF ELECTION		
175 EAST BROAD STREET		<input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (Specify)		
CITY, STATE, ZIP CODE		INTEREST RATE (Per Annum)		
COLUMBUS, OHIO 43215		PRIME + 15		
TERMS	DATE INCURRED	DATE DUE	SECURED	
	2/9, 2/14	ON DEMAND	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

LIST ALL ENDORSERS OR GUARANTORS (If any)

NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER		
OCCUPATION		
AMT. OUTSTANDING		
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER		
OCCUPATION		
AMT. OUTSTANDING		
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER		
OCCUPATION		
AMT. OUTSTANDING		

NAME OF LOAN SOURCE (OR RECIPIENT)		ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
JACKSONVILLE NATIONAL BANK		500,000.00	-0-	500,000.00
ADDRESS (Number and Street)		TYPE OF ELECTION		
17 SOUTH HIGH STREET		<input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (Specify)		
CITY, STATE, ZIP CODE		INTEREST RATE (Per Annum)		
COLUMBUS, OHIO 43215		PRIME + 15		
TERMS	DATE INCURRED	DATE DUE	SECURED	
	2/9, 2/14	ON DEMAND	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

LIST ALL ENDORSERS OR GUARANTORS (If any)

NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER		
OCCUPATION		
AMT. OUTSTANDING		
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER		
OCCUPATION		
AMT. OUTSTANDING		
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER		
OCCUPATION		
AMT. OUTSTANDING		

ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
1,000,000.00	-0-	1,000,000.00

0305160



FD-502 (Rev. 10-15-70)  
Washington, D.C. 20543

LOANING

With category  
of the checked  
territory flag

FILE NUMBER

12

NAME OF COMMITTEE (in Full)

JOHN GLENN PRESIDENTIAL COMMITTEE, INC.

NAME OF LOAN SOURCE (OR RECIPIENT) <b>Americitrust</b>		ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
ADDRESS (Number and Street) <b>900 Euclid Avenue</b>		<b>500,000.00</b>	<b>- 0 -</b>	<b>500,000.00</b>
CITY, STATE, ZIP CODE <b>Cleveland, OH 43215</b>		TYPE OF ELECTION <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)		
TERMS	DATE INCURRED <b>2/9, 2/14</b>	DATE DUE <b>On Demand</b>	INTEREST RATE (if APR) <b>Prime + 1%</b>	SECURED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

LIST ALL ENDORSERS OR GUARANTORS (if any)

NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING

NAME OF LOAN SOURCE (OR RECIPIENT) <b>Bank One of Columbus, NA</b>		ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
ADDRESS (Number and Street) <b>100 East Broad Street</b>		<b>500,000.00</b>	<b>- 0 -</b>	<b>500,000.00</b>
CITY, STATE, ZIP CODE <b>Columbus, OH 43215</b>		TYPE OF ELECTION <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)		
TERMS	DATE INCURRED <b>2/9, 2/14</b>	DATE DUE <b>On Demand</b>	INTEREST RATE (if APR) <b>Prime + 1%</b>	SECURED <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

LIST ALL ENDORSERS OR GUARANTORS (if any)

NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING

Only outstanding balances only to Line 3, Schedule O-P, for this loan Schedule O-P, carry forward to appropriate line of Summary.	ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
TOTALS THIS PERIOD THIS PAGE (optional)	<b>1,000,000.00</b>	<b>- 0 -</b>	<b>1,000,000.00</b>
TOTALS THIS PERIOD (last page in this line only)	<b>2,000,000</b>	<b>- 0 -</b>	<b>2,000,000.00</b>

93040685157

Form 3P, Page 1  
Federal Election Commission  
1200 K Street, N.W.  
Washington, D.C. 20045

**REPORT OF RECEIPTS AND DISBURSEMENTS  
BY AN AUTHORIZED COMMITTEE OF A  
CANDIDATE FOR THE OFFICE OF PRESIDENT**

4412

RECEIVED AT THE

11/20

84 NOV 20 AM 11:00

**NOTE:** This report is to be used by an authorized committee of a candidate seeking nomination or election to the Office of President or Vice President of the United States whether or not public funds are used.

<b>NAME OF COMMITTEE IN FULL</b> John Glenn Presidential Committee, Inc.				<b>IDENTIFICATION NUMBER</b> C00164855	
<b>ADDRESS (Number and Street)</b> 444 North Capitol Street, N.W. Suite 407					
<b>CITY</b> Washington		<b>STATE</b> D.C.		<b>ZIP CODE</b> 20001	
<input type="checkbox"/> Check if name or address is changed				<input checked="" type="checkbox"/> Primary <input type="checkbox"/> General	
<input type="checkbox"/> Amendment for Report				<input checked="" type="checkbox"/> Monthly Report (Form 3P) October 31, 1984	
<input type="checkbox"/> April 15 Quarterly Report				<input type="checkbox"/> January 31 Year-end Report	
<input type="checkbox"/> July 15 Quarterly Report				<input type="checkbox"/> Termination Report	
<input type="checkbox"/> October 15 Quarterly Report					
<b>TYPE OF REPORT</b> (If "X" corresponds to line and complete, if applicable)				<input type="checkbox"/> Twelfth Day Before Election <input type="checkbox"/> Thirtieth Day After Election <b>TYPE OF ELECTION</b>	
				<b>STATE</b> <b>ELECTION DATE</b>	

**COMMITTEE SUMMARY OF RECEIPTS AND DISBURSEMENTS**

<b>5. COVERING PERIOD</b>		<b>FROM</b> October 1, 1984	<b>THROUGH</b> October 31, 1984	
<b>SUMMARY</b>	<b>6. CASH ON HAND AT BEGINNING OF THE REPORTING PERIOD</b>		77,040.60	
	<b>7. TOTAL RECEIPTS THIS PERIOD</b> (From Line 22 Column A)		82,141.63	
	<b>8. SUBTOTAL</b> (Add Line 6 and 7)		159,182.23	
	<b>9. TOTAL DISBURSEMENTS THIS PERIOD</b> (From Line 30 Column A)		119,317.60	
	<b>10. CASH ON HAND AT CLOSE OF THE REPORTING PERIOD</b> (Subtract Line 9 from 8)		39,864.63	
	<b>11. DEBTS AND OBLIGATIONS OWED TO THE COMMITTEE</b> (Itemize All on Schedule C or Schedule D)		68,139.29	
	<b>12. DEBTS AND OBLIGATIONS OWED BY THE COMMITTEE</b> (Itemize All on Schedule C or Schedule D)		2,929,841.32	
	<b>13. EXPENDITURES SUBJECT TO LIMITATION</b> (From FEC Form 3P, Page 4)		7,794,900.17	
	<b>NET YEAR-TO-DATE CONTRIBUTIONS AND EXPENDITURES</b>	<b>14. NET CONTRIBUTIONS (Other than Loans)</b> (Subtract Line 28d Column B from 17e Column B)		1,074,228.42
		<b>15. NET OPERATING EXPENDITURES</b> (Subtract Line 20a Column B from 23 Column B)		4,549,022.65

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

<b>TYPE OR PRINT NAME OF TREASURER</b> William R. White	
<b>SIGNATURE OF TREASURER</b> <i>William R. White</i>	<b>DATE</b> 11/20/84

**NOTE:** Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. § 437g.  
All previous versions of FEC Form 3P are obsolete and should no longer be used.

For further information, contact:  
Federal Election Commission  
Toll Free 800-424-9530  
Local 523-4088

FEC Form 3P (2/83)

84033310239

NAME OF COMMITTEE (in full)		REPORT COVERING THE PERIOD:		
John Glenn Presidential Committee, Inc.		From: 10/1/84 Through: 10/31/84		
		COLUMN A Total This Period	COLUMN B Calendar Year-to-Date	
<b>I. RECEIPTS</b>				
16. FEDERAL FUNDS (Transfer on Schedule A-F)		27,902.75	3,107,815.84	16
17. CONTRIBUTIONS (other than loan) FROM:				
(a) Individuals/Persons Other Than Political Committees		39,659.37	1,052,926.42	17(a)
(b) Political Party Committees		-0-	2,325.00	17(b)
(c) Other Political Committees		5,850.00	95,390.00	17(c)
(d) The Candidate		-0-	9,000.00	17(d)
(e) TOTAL CONTRIBUTIONS (other than loan) (Add 17(a), 17(b), 17(c) and 17(d))		45,509.37	1,159,641.42	17(e)
18. TRANSFERS FROM OTHER AUTHORIZED COMMITTEES		2,611.00	2,611.00	18
19. LOANS RECEIVED:				
(a) Loans Received From or Guaranteed by Candidate		-0-	2,180,000.00	19(a)
(b) Other Loans		-0-	-0-	19(b)
(c) TOTAL LOANS (Add 19(a) and 19(b))		-0-	2,180,000.00	19(c)
20. OFFSETS TO EXPENDITURES (Refunds, Returns, etc.):				
(a) Operating		5,623.23	1,017,193.67	20(a)
(b) Fundraising			150.00	20(b)
(c) Legal and Accounting			-0-	20(c)
(d) TOTAL OFFSETS TO EXPENDITURES (Add 20(a), 20(b) and 20(c))		5,623.23	1,017,343.67	20(d)
21. OTHER RECEIPTS (Dividends, Interest, etc.)		495.28	14,828.57	21
22. TOTAL RECEIPTS (Add 16, 17(e), 18, 19(c), 20(d) and 21)		82,141.63	7,482,240.50	22
<b>II. DISBURSEMENTS</b>				
23. OPERATING EXPENDITURES		58,313.33	5,566,216.32	23
24. TRANSFERS TO OTHER AUTHORIZED COMMITTEES		-0-	-0-	24
25. FUNDRAISING DISBURSEMENTS		31,914.73	435,104.55	25
26. EXEMPT LEGAL AND ACCOUNTING DISBURSEMENTS		4,089.54	796,063.41	26
27. LOAN REPAYMENTS MADE:				
(a) Repayments of Loans Made or Guaranteed by Candidate		25,000.00	25,000.00	27(a)
(b) Other Repayments		-0-	630,000.00	27(b)
(c) TOTAL LOAN REPAYMENTS MADE (Add 27(a) and 27(b))		25,000.00	655,000.00	27(c)
28. REFUNDS OF CONTRIBUTIONS TO:				
(a) Individuals/Persons Other Than Political Committees		-0-	70,538.00	28(a)
(b) Political Party Committees		-0-	-0-	28(b)
(c) Other Political Committees		-0-	14,875.00	28(c)
(d) TOTAL CONTRIBUTION REFUNDS (Add 28(a), 28(b) and 28(c))		-0-	85,413.00	28(d)
29. OTHER DISBURSEMENTS		-0-	2,000.00	29
30. TOTAL DISBURSEMENTS (Add 23, 24, 25, 26, 27(c), 28(d) and 29)		119,317.60	7,539,797.28	30
<b>III. CONTRIBUTED ITEMS (Stash, Art Objects, Etc.)</b>				
31. ITEMS ON HAND TO BE LIQUIDATED (Attach List)				31

23040605169



**SCHEDULE D**  
 Federal Election Commission  
 300 K Street, N.W.  
 Washington, D.C. 20543

**LOANS**

Do not check this box unless you are reporting the balance of the loan at the end of the reporting period.

PAGE <b>1</b>	of 2 pages
LINE NUMBER <b>12</b>	

NAME OF COMMITTEE (in full)  
**John Glenn Presidential Committee, Inc.**

NAME OF LOAN SOURCE (OR RECIPIENT) <b>Bank Ohio</b>		ORIGINAL AMOUNT OF LOAN <b>500,000.00</b>	CUMULATIVE PAYMENT TO DATE <b>6,250.00</b>	BALANCE OUTSTANDING <b>493,750.00</b>
ADDRESS (Number and Street) <b>155 S. Broad Street</b>				
CITY, STATE, ZIP CODE <b>Columbus, Ohio 43215</b>		TYPE OF ELECTION <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)		
TERMS	DATE INCURRED <b>2/9, 2/14</b>	DATE DUE <b>ON DEMAND</b>	INTEREST RATE (if APR) <b>Prime + 1%</b>	SECURED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
LIST ALL ENDORSERS OR GUARANTORS (if any)				
NAME		ADDRESS (Number and Street)		CITY, STATE, ZIP CODE
NAME OF EMPLOYER		OCCUPATION		AMT. OUTSTANDING
NAME		ADDRESS (Number and Street)		CITY, STATE, ZIP CODE
NAME OF EMPLOYER		OCCUPATION		AMT. OUTSTANDING
NAME		ADDRESS (Number and Street)		CITY, STATE, ZIP CODE
NAME OF EMPLOYER		OCCUPATION		AMT. OUTSTANDING

NAME OF LOAN SOURCE (OR RECIPIENT) <b>Huntington National Bank</b>		ORIGINAL AMOUNT OF LOAN <b>500,000.00</b>	CUMULATIVE PAYMENT TO DATE <b>6,250.00</b>	BALANCE OUTSTANDING <b>493,750.00</b>
ADDRESS (Number and Street) <b>175 High Street</b>				
CITY, STATE, ZIP CODE <b>Columbus, Ohio 43215</b>		TYPE OF ELECTION <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)		
TERMS	DATE INCURRED <b>2/9, 2/14</b>	DATE DUE <b>ON DEMAND</b>	INTEREST RATE (if APR) <b>Prime + 1%</b>	SECURED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
LIST ALL ENDORSERS OR GUARANTORS (if any)				
NAME		ADDRESS (Number and Street)		CITY, STATE, ZIP CODE
NAME OF EMPLOYER		OCCUPATION		AMT. OUTSTANDING
NAME		ADDRESS (Number and Street)		CITY, STATE, ZIP CODE
NAME OF EMPLOYER		OCCUPATION		AMT. OUTSTANDING
NAME		ADDRESS (Number and Street)		CITY, STATE, ZIP CODE
NAME OF EMPLOYER		OCCUPATION		AMT. OUTSTANDING

Carry outstanding balance only to Line J, Schedule D-P, for this line. If no Schedule D-P, carry forward to appropriate line of Summary.	ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
SUBTOTALS THIS PERIOD THIS PAGE (optional)	<b>500,000.00</b>	<b>12,500.00</b>	<b>987,500.00</b>
TOTALS THIS PERIOD (last page in this line only)			

38040605170

**SCHEDULE C-P**

Federal Election Commission  
1375 K Street, N.W.  
Washington, D.C. 20543

**LOANS**

The amount  
scheduled for  
each category  
of the detailed  
summary page

PAGE

2

2

LINE NUMBER

12

NAME OF COMMITTEE (in Full)

John Glenn Presidential Committee, Inc.

NAME OF LOAN SOURCE (OR RECIPIENT) <b>Ameritrust</b>		ORIGINAL AMOUNT OF LOAN <b>500,000.00</b>	CUMULATIVE PAYMENT TO DATE <b>6,250.00</b>	BALANCE OUTSTANDING <b>493,750.00</b>
ADDRESS (Number and Street) <b>900 Euclid Avenue</b>				
CITY, STATE, ZIP CODE <b>Cleveland, Ohio 43215</b>		TYPE OF ELECTION <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)		
TERMS	DATE INCURRED <b>2/9, 2/14</b>	DATE DUE <b>ON DEMAND</b>	INTEREST RATE (% APR) <b>Prime + 1%</b>	SECURED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
LIST ALL ENDORSERS OR GUARANTORS (if any)				
NAME		ADDRESS (Number and Street)		CITY, STATE, ZIP CODE
NAME OF EMPLOYER		OCCUPATION		AMT. OUTSTANDING
NAME		ADDRESS (Number and Street)		CITY, STATE, ZIP CODE
NAME OF EMPLOYER		OCCUPATION		AMT. OUTSTANDING
NAME		ADDRESS (Number and Street)		CITY, STATE, ZIP CODE
NAME OF EMPLOYER		OCCUPATION		AMT. OUTSTANDING

NAME OF LOAN SOURCE (OR RECIPIENT) <b>Bank One of Columbus, NA</b>		ORIGINAL AMOUNT OF LOAN <b>500,000.00</b>	CUMULATIVE PAYMENT TO DATE <b>6,250.00</b>	BALANCE OUTSTANDING <b>493,750.00</b>
ADDRESS (Number and Street) <b>100 E. Broad Street</b>				
CITY, STATE, ZIP CODE <b>Columbus, Ohio 43215</b>		TYPE OF ELECTION <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)		
TERMS	DATE INCURRED <b>2/9, 2/14</b>	DATE DUE <b>ON DEMAND</b>	INTEREST RATE (% APR) <b>Prime + 1%</b>	SECURED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
LIST ALL ENDORSERS OR GUARANTORS (if any)				
NAME		ADDRESS (Number and Street)		CITY, STATE, ZIP CODE
NAME OF EMPLOYER		OCCUPATION		AMT. OUTSTANDING
NAME		ADDRESS (Number and Street)		CITY, STATE, ZIP CODE
NAME OF EMPLOYER		OCCUPATION		AMT. OUTSTANDING
NAME		ADDRESS (Number and Street)		CITY, STATE, ZIP CODE
NAME OF EMPLOYER		OCCUPATION		AMT. OUTSTANDING

Carry outstanding balance only to Line J Schedule D-P for this line if on Schedule D-P carry forward to appropriate line of Summary	ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
SUBTOTALS THIS PERIOD THIS PAGE (optional)	1,000,000.00	12,500.00	987,500.00
TOTALS THIS PERIOD (last page in this line only)	2,000,000.00	25,000.00	1,975,000.00

83040605171

72  
FEC Form 3P, Page 1  
Federal Election Commission  
1201 K Street, N.W.  
Washington, D.C. 20005

**REPORT OF RECEIPTS AND DISBURSEMENTS  
BY AN AUTHORIZED COMMITTEE OF A  
CANDIDATE FOR THE OFFICE OF PRESIDENT**

RECEIVED AT THE  
64 DEC 23 AM: 00

<b>NOTE:</b> This report is to be used by an authorized committee of a candidate seeking nomination or election to the Office of President or Vice President of the United States whether or not public funds are used.			
<b>NAME OF COMMITTEE IN FULL</b> JOHN GLASS PRESIDENTIAL COMMITTEE, INC.		<b>IDENTIFICATION NUMBER</b> C00164055	
<b>ADDRESS (Number and Street)</b> 444 NORTH CAPITOL STREET, N.W. SUITE 407		<b>IS THIS REPORT OF RECEIPTS AND DISBURSEMENTS FOR:</b>	
<b>CITY</b> WASHINGTON	<b>STATE</b> D.C.	<b>ZIP CODE</b> 20001	<input type="checkbox"/> Check if name or address is changed
<input type="checkbox"/> Amendment for Report		<input type="checkbox"/> Monthly Report (month)	
<input type="checkbox"/> April 15 Quarterly Report		<input type="checkbox"/> January 31 Year-end Report	
<input type="checkbox"/> July 15 Quarterly Report		<input type="checkbox"/> Termination Report	
<input type="checkbox"/> October 15 Quarterly Report		<input checked="" type="checkbox"/> Twelfth Day Before Election	
<input type="checkbox"/> Twelfth Day After Election		<b>TYPE OF ELECTION</b>	
<b>STATE</b>		<b>ELECTION DATE</b>	
<b>COMMITTEE SUMMARY OF RECEIPTS AND DISBURSEMENTS</b>			
<b>COVERING PERIOD</b>		<b>FROM</b> NOVEMBER 1, 1984	<b>THROUGH</b> NOVEMBER 30, 1984
<b>SUMMARY</b>	<b>6. CASH ON HAND AT BEGINNING OF THE REPORTING PERIOD</b> .....		39,864.63
	<b>7. TOTAL RECEIPTS THIS PERIOD</b> (From Line 22 Column A) .....		48,697.42
	<b>8. SUBTOTAL</b> (Add Line 6 and 7) .....		88,562.05
	<b>9. TOTAL DISBURSEMENTS THIS PERIOD</b> (From Line 30 Column A) .....		66,310.08
	<b>10. CASH ON HAND AT CLOSE OF THE REPORTING PERIOD</b> (Subtract Line 9 from 8) .....		22,251.97
	<b>11. DEBTS AND OBLIGATIONS OWED TO THE COMMITTEE</b> (Itemize All on Schedule C or Schedule D) .....		67,883.41
	<b>12. DEBTS AND OBLIGATIONS OWED BY THE COMMITTEE</b> (Itemize All on Schedule C or Schedule D) .....		2,924,445.19
<b>NET YEAR-TO-DATE CONTRIBUTIONS AND EXPENDITURES</b>	<b>13. EXPENDITURES SUBJECT TO LIMITATION</b> (From FEC Form 3P, Page 4) .....		7,830,700.16
	<b>14. NET CONTRIBUTIONS (Other than Loans)</b> (Subtract Line 28d Column B from 17e Column B) .....		1,089,379.92
	<b>15. NET OPERATING EXPENDITURES</b> (Subtract Line 20a Column B from 23 Column B) .....		4,584,779.64
<b>I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.</b>			
<b>TYPE OR PRINT NAME OF TREASURER</b> WILLIAM R. WHITE			
<b>SIGNATURE OF TREASURER</b> <i>William R. White</i>		<b>DATE</b> 12/20/84	
<b>NOTE:</b> Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. § 437g. All previous versions of FEC Form 3P are obsolete and should no longer be used.			
<b>For further information, contact:</b> Federal Election Commission Toll Free 800-424-9630 Local 523-4058			
<b>FEC Form 3P (2/83)</b>			

840333144372



**DETAILED SUMMARY OF RECEIPTS AND DISBURSEMENTS**  
(Page 2, FSC FORM 3P)

NAME OF COMMITTEE (in Full)		REPORT COVERING THE PERIOD		
JOHN GLENN PRESIDENTIAL COMMITTEE, INC.		From 11/1/84 Through 11/30/84		
		COLUMN A Total This Period	COLUMN B Calendar Year-to-Date	
<b>I. RECEIPTS</b>				
16. FEDERAL FUNDS (Report on Schedule A-2)		31,503.00	3,139,318.84	16
17. CONTRIBUTIONS (other than loans) FROM:				
(1) Individuals/Persons Other Than Political Committees		11,251.50	1,064,177.92	17(a)
(2) Political Party Committees		-0-	2,325.00	17(b)
(3) Other Political Committees		3,900.00	99,290.00	17(c)
(4) The Candidate		-0-	9,000.00	17(d)
(5) TOTAL CONTRIBUTIONS (other than loans) (Add 17(a), 17(b), 17(c) and 17(d))		15,151.50	1,174,792.92	17(e)
18. TRANSFERS FROM OTHER AUTHORIZED COMMITTEES		-0-	2,611.00	18
19. LOANS RECEIVED:				
(1) Loans Received From or Guaranteed by Candidate		-0-	2,180,000.00	19(a)
(2) Other Loans		-0-	2,180,000.00	19(b)
(3) TOTAL LOANS (Add 19(a) and 19(b))				19(c)
20. OFFSETS TO EXPENDITURES (Refunds, Returns, etc.):				
(1) Operating		1,791.03	1,018,984.70	20(a)
(2) Fundraising			150.00	20(b)
(3) Legal and Accounting			-0-	20(c)
(4) TOTAL OFFSETS TO EXPENDITURES (Add 20(a), 20(b) and 20(c))		1,791.03	1,019,134.70	20(d)
21. OTHER RECEIPTS (Donations, Interest, etc.)		251.89	15,080.46	21
22. TOTAL RECEIPTS (Add 16, 17(e), 18, 19(c), 20(d) and 21)		48,697.42	7,530,937.92	22
<b>II. DISBURSEMENTS</b>				
23. OPERATING EXPENDITURES		37,548.02	5,603,764.34	23
24. TRANSFERS TO OTHER AUTHORIZED COMMITTEES		-0-	-0-	24
25. FUNDRAISING DISBURSEMENTS		21,786.49	456,891.04	25
26. EXEMPT LEGAL AND ACCOUNTING DISBURSEMENTS		6,975.57	803,038.98	26
27. LOAN REPAYMENTS MADE:				
(1) Repayments of Loans Made or Guaranteed by Candidate		-0-	-0-	27(a)
(2) Other Repayments		-0-	655,000.00	27(b)
(3) TOTAL LOAN REPAYMENTS MADE (Add 27(a) and 27(b))		-0-	655,000.00	27(c)
28. REFUNDS OF CONTRIBUTIONS TO				
(1) Individuals/Persons Other Than Political Committees		-0-	-0-	28(a)
(2) Political Party Committees		-0-	70,538.00	28(b)
(3) Other Political Committees		-0-	-0-	28(c)
(4) TOTAL CONTRIBUTION REFUNDS (Add 28(a), 28(b) and 28(c))		-0-	14,875.00	28(d)
29. OTHER DISBURSEMENTS		-0-	2,000.00	29
30. TOTAL DISBURSEMENTS (Add 23, 24, 25, 26, 27(c), 28(d) and 29)		66,310.08	7,606,107.36	30
<b>III. CONTRIBUTED ITEMS (Stock, Art Objects, Etc.)</b>				
31. TOTAL CONTRIBUTED ITEMS (Add 30 and 31)				31

# SCHEDULE C-P

Supplement to Schedule C  
1250 N. Street, N.W.  
Washington, D.C. 20045

## LOANS

Amount of loan  
Amount of cash  
Amount of credit  
Amount of equity

Loan number  
12

Name of committee in full  
**John Glenn Presidential Committee, Inc.**

NAME OF LOAN SOURCE (OR RECIPIENT) <b>Bane Ohio</b>		ORIGINAL AMOUNT OF LOAN <b>500,000.00</b>	CUMULATIVE PAYMENT TO DATE <b>6,250.00</b>	BALANCE OUTSTANDING <b>493,750.00</b>
ADDRESS (Number and Street) <b>133 E. Broad Street</b>				
CITY, STATE, ZIP CODE <b>Columbus, Ohio 43215</b>				
TERMS		DATE INCURRED <b>2/9, 2/14</b>	DATE DUE <b>ON DEMAND</b>	INTEREST RATE (6 APR) <b>Prime + 10</b>
		SECURED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

### LIST ALL ENDORSERS OR GUARANTORS (if any)

NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING

NAME OF LOAN SOURCE (OR RECIPIENT) <b>Huntington National Bank</b>		ORIGINAL AMOUNT OF LOAN <b>500,000.00</b>	CUMULATIVE PAYMENT TO DATE <b>6,250.00</b>	BALANCE OUTSTANDING <b>493,750.00</b>
ADDRESS (Number and Street) <b>175 High Street</b>				
CITY, STATE, ZIP CODE <b>Columbus, Ohio 43215</b>				
TERMS		DATE INCURRED <b>2/9, 2/14</b>	DATE DUE <b>ON DEMAND</b>	INTEREST RATE (6 APR) <b>Prime + 10</b>
		SECURED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

### LIST ALL ENDORSERS OR GUARANTORS (if any)

NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING

Carry outstanding balance only to Line J, Schedule O-P, for this line.  
If no Schedule O-P, carry forward to appropriate line of Summary.

	ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
SUBTOTALS THIS PERIOD THIS PAGE (optional)	<b>1,000,000.00</b>	<b>12,500.00</b>	<b>987,500.00</b>
TOTALS THIS PERIOD (last page in this line only)			

8403314479

1 - United States Government  
1745 Street, N.W.  
Washington, D.C. 20543

# LOANS

1 - United States Government  
1745 Street, N.W.  
Washington, D.C. 20543

1 - United States Government  
1745 Street, N.W.  
Washington, D.C. 20543

NAME OF CONTRIBUTOR TO FUND  
**John Glenn Presidential Committee, Inc.**

NAME OF LOAN SOURCE (OR RECIPIENT) <b>Amherst Trust</b>		ORIGINAL AMOUNT OF LOAN <b>500,000.00</b>	CUMULATIVE PAYMENT TO DATE <b>6,250.00</b>	BALANCE OUTSTANDING <b>493,750.00</b>
ADDRESS (Number and Street) <b>900 Euclid Avenue</b>				
CITY, STATE, ZIP CODE <b>Cleveland, Ohio 43215</b>		TYPE OF ELECTION <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (Specify)		
TERMS	DATE INCURRED <b>2/9, 2/14</b>	DATE DUE <b>ON DEMAND</b>	INTEREST RATE (IS APR) <b>Prime + 10</b>	SECURED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
LIST ALL ENDORSERS OR GUARANTORS (if any)				
NAME		ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	
NAME		ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	
NAME		ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	

NAME OF LOAN SOURCE (OR RECIPIENT) <b>Bank One of Columbus, NA</b>		ORIGINAL AMOUNT OF LOAN <b>500,000.00</b>	CUMULATIVE PAYMENT TO DATE <b>6,250.00</b>	BALANCE OUTSTANDING <b>493,750.00</b>
ADDRESS (Number and Street) <b>100 E. Broad Street</b>				
CITY, STATE, ZIP CODE <b>Columbus, Ohio 43215</b>		TYPE OF ELECTION <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (Specify)		
TERMS	DATE INCURRED <b>2/9, 2/14</b>	DATE DUE <b>ON DEMAND</b>	INTEREST RATE (IS APR) <b>Prime + 10</b>	SECURED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
LIST ALL ENDORSERS OR GUARANTORS (if any)				
NAME		ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	
NAME		ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	
NAME		ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	

Carry outstanding balance only to Line 3, Schedule D-P, for this line. If no Schedule D-P, carry forward to appropriate line of Summary.	ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
SUBTOTALS THIS PERIOD THIS PAGE (optional)	1,000,000.00	12,500.00	987,500.00
TOTALS .. THIS PERIOD (last page in this line only)	2,000,000.00	25,000.00	1,975,000.00



**REPORT OF RECEIPTS AND DISBURSEMENTS  
BY AN AUTHORIZED COMMITTEE OF A  
CANDIDATE FOR THE OFFICE OF PRESIDENT**

RECEIVED AT THE FEC

18 FEB 85 4:08 PM

NOTE: This report is to be used by an authorized committee of a candidate seeking nomination or election to the Office of President or Vice President of the United States whether or not public funds are used.

1. NAME OF COMMITTEE IN FULL <b>JOHN GLSEN PRESIDENTIAL COMMITTEE, INC</b>		2. IDENTIFICATION NUMBER <b>C00164858</b>	
3. ADDRESS (Number and Street) <b>236 Massachusetts Avenue, NE Suite 210</b>		3. IS THIS REPORT OF RECEIPTS AND DISBURSEMENTS FOR:	
CITY <b>Washington</b>	STATE <b>DC</b>	ZIP CODE <b>20002</b>	<input checked="" type="checkbox"/> Check if name or address is changed
<input type="checkbox"/> Amendment for Report		<input type="checkbox"/> Monthly Report (month)	
4. TYPE OF REPORT ("X" appropriate box and complete, if applicable)		<input checked="" type="checkbox"/> Primary <input type="checkbox"/> General	
<input type="checkbox"/> April 15 Quarterly Report		<input type="checkbox"/> Twelfth Day Before Election	
<input type="checkbox"/> July 15 Quarterly Report		<input type="checkbox"/> Thirtieth Day After Election	
<input type="checkbox"/> October 15 Quarterly Report		<input type="checkbox"/> Termination Report	
		TYPE OF ELECTION	
		STATE	
		ELECTION DATE	

**COMMITTEE SUMMARY OF RECEIPTS AND DISBURSEMENTS**

5. COVERING PERIOD		FROM <b>December 1, 1984</b>	THROUGH <b>December 31, 1984</b>
SUMMARY	6. CASH ON HAND AT BEGINNING OF THE REPORTING PERIOD .....	22,251.97	
	7. TOTAL RECEIPTS THIS PERIOD (From Line 22 Column A) .....	146,469.15	
	8. SUBTOTAL (Add Line 6 and 7) .....	168,721.12	
	9. TOTAL DISBURSEMENTS THIS PERIOD (From Line 30 Column A) .....	123,971.44	
	10. CASH ON HAND AT CLOSE OF THE REPORTING PERIOD (Subtract Line 9 from 8) .....	44,749.68	
	11. DEBTS AND OBLIGATIONS OWED TO THE COMMITTEE (Itemize All on Schedule C or Schedule D) .....	66,883.41	
	12. DEBTS AND OBLIGATIONS OWED BY THE COMMITTEE (Itemize All on Schedule C or Schedule D) .....	2,851,922.47	
NET YEAR-TO-DATE CONTRIBUTIONS AND EXPENDITURES	13. EXPENDITURES SUBJECT TO LIMITATION (From FEC Form 3P, Page 4) .....	7,864,553.12	
	14. NET CONTRIBUTIONS (Other than Loans) (Subtract Line 28d Column B from 17e Column B) .....	1,223,266.92	
	15. NET OPERATING EXPENDITURES (Subtract Line 20a Column B from 23 Column B) .....	4,618,632.60	

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

TYPE OR PRINT NAME OF TREASURER

**William R. White**

SIGNATURE OF TREASURER

*William R. White*

DATE

**1/31/85**

For further information, contact:

Federal Election Commission  
Toll Free 800-424-9630  
Local 823-4088

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. § 437g.

All previous versions of FEC Form 3P are obsolete and should no longer be used.

FEC Form 3P (2/83)

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**SCHEDULE C-P**

 Federal Election Commission  
 1100 Street, N.W.  
 Washington, D.C. 20543

**LOANS**

 Use amounts  
 calculated for  
 each category  
 of the attached  
 summary page

LINE NUMBER	2	OF TOTAL LOANS	2
LINE NUMBER	12		

NAME OF COMMITTEE (in Part)

**JOHN GLENN PRESIDENTIAL COMMITTEE, INC.**

NAME OF LOAN SOURCE (OR RECIPIENT) <b>AMERITRUST</b>		ORIGINAL AMOUNT OF LOAN <b>500,000.00</b>	CUMULATIVE PAYMENT TO DATE <b>25,000.00</b>	BALANCE OUTSTANDING <b>475,000.00</b>
ADDRESS (Number and Street) <b>900 Euclid Avenue</b>				
CITY, STATE, ZIP CODE <b>Cleveland, Ohio 43215</b>		TYPE OF ELECTION <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)		
TERMS	DATE INCURRED <b>2/9, 2/14</b>	DATE DUE <b>on demand</b>	INTEREST RATE (as APR) <b>Prime + 10</b>	SECURED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
LIST ALL ENDORSERS OR GUARANTORS (if any)				
NAME		ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	
NAME		ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	
NAME		ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	

NAME OF LOAN SOURCE (OR RECIPIENT) <b>Bank One of Columbus, NA</b>		ORIGINAL AMOUNT OF LOAN <b>500,000.00</b>	CUMULATIVE PAYMENT TO DATE <b>25,000.00</b>	BALANCE OUTSTANDING <b>475,000.00</b>
ADDRESS (Number and Street) <b>100 E. Broad Street</b>				
CITY, STATE, ZIP CODE <b>Columbus, OH 43215</b>		TYPE OF ELECTION <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)		
TERMS	DATE INCURRED <b>2/9, 2/14</b>	DATE DUE <b>on demand</b>	INTEREST RATE (as APR) <b>Prime + 10</b>	SECURED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
LIST ALL ENDORSERS OR GUARANTORS (if any)				
NAME		ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	
NAME		ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	
NAME		ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	

Carry outstanding balance only to Line 3, Schedule D-P, for this line. If no Schedule D-P, carry forward to appropriate line of Summary.	ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
SUBTOTALS THIS PERIOD THIS PAGE (optional)	1,000,000.00	50,000.00	950,000.00
TOTALS THIS PERIOD (last page in this line only)	2,000,000.00	100,000.00	1,900,000.00

# SCHEDULE C-P

United States Government  
1750 G Street, N.W.  
Washington, D.C. 20403

## LOANS

(For separate schedule) See each category of the attached summary sheet

Page 1 of 2  
Line Number 12

NAME OF COMMITTEE (in Full)

JOHN GLENN PRESIDENTIAL COMMITTEE, INC.

NAME OF LOAN SOURCE (OR RECIPIENT) BANK ONE		ORIGINAL AMOUNT OF LOAN 500,000.00	CUMULATIVE PAYMENT TO DATE 25,000.00	BALANCE OUTSTANDING 475,000.00
ADDRESS (Number and Street) 155 E. Broad Street				
CITY, STATE, ZIP CODE Columbus, OH 43215				
TERMS	DATE INCURRED 2/9, 2/14	DATE DUE on demand	TYPE OF ELECTION <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	
		INTEREST RATE (% APR) Prime + 1%	SECURED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
LIST ALL ENDORSERS OR GUARANTORS (if any)				
NAME		ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	
NAME		ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	
NAME		ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	

NAME OF LOAN SOURCE (OR RECIPIENT) Huntington National Bank		ORIGINAL AMOUNT OF LOAN 500,000.00	CUMULATIVE PAYMENT TO DATE 25,000.00	BALANCE OUTSTANDING 475,000.00
ADDRESS (Number and Street) 175 High Street				
CITY, STATE, ZIP CODE Columbus, OH 43215				
TERMS	DATE INCURRED 2/9, 2/14	DATE DUE on demand	TYPE OF ELECTION <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	
		INTEREST RATE (% APR) Prime + 1%	SECURED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
LIST ALL ENDORSERS OR GUARANTORS (if any)				
NAME		ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	
NAME		ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	
NAME		ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER		OCCUPATION	AMT. OUTSTANDING	

Carry outstanding balance only to Line J, Schedule D-P, for this line. If no Schedule D-P, carry forward to appropriate line of Summary.	ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
SUBTOTALS THIS PERIOD THIS PAGE (optional)	1,000,000.00	50,000.00	950,000.00
TOTALS THIS PERIOD (last page in this line only)			



**DETAILED SUMMARY OF RECEIPTS AND DISBURSEMENTS**  
(Page 2, FEC FORM 278)

NAME OF COMMITTEE OR FUND <b>JOHN CLINTON PRESIDENTIAL COMMITTEE, INC.</b>		PERIOD COVERED BY THIS STATEMENT From <b>12/1/04</b> Through <b>12/31/04</b>	
		<b>COLUMN A Total This Period</b>	<b>COLUMN B Calendar Year-to-Date</b>
<b>I. RECEIPTS</b>		<b>11,531.90</b>	<b>3,150,899.34</b>
16. FEDERAL FUNDS (Report on Schedule A-F)			
17. CONTRIBUTIONS (other than loans) FROM:			
(a) Individuals/Persons Other Than Political Committees	121,005.25	1,183,183.17	176d
(b) Political Party Committees	1,250.00	3,575.00	176d
(c) Other Political Committees	12,131.75	111,420.75	176d
(d) The Candidate	-0-	9,900.00	176d
(e) TOTAL CONTRIBUTIONS (other than loans) (Add 176d, 176d, 176d and 176d)	134,387.00	1,308,079.92	176d
18. TRANSFERS FROM OTHER AUTHORIZED COMMITTEES	-0-	2,611.00	18
19. LOANS RECEIVED:			
(a) Loans Received From or Guaranteed by Candidate	-0-	-0-	196d
(b) Other Loans	-0-	2,180,000.00	196d
(c) TOTAL LOANS (Add 196d and 196d)	-0-	2,180,000.00	196d
20. OFFSETS TO EXPENDITURES (Refunds, Rebates, etc.):			
(a) Operating	490.00	1,019,474.70	206d
(b) Fundraising		150.00	206d
(c) Legal and Accounting		-0-	206d
(d) TOTAL OFFSETS TO EXPENDITURES (Add 206d, 206d and 206d)	490.00	1,019,624.70	206d
21. OTHER RECEIPTS (Dividends, Interest, etc.)	60.65	15,141.11	21
22. TOTAL RECEIPTS (Add 16, 176d, 18, 196d, 206d and 21)	146,469.15	7,677,407.07	22
<b>II. DISBURSEMENTS</b>			
23. OPERATING EXPENDITURES	34,342.96	5,638,107.30	23
24. TRANSFERS TO OTHER AUTHORIZED COMMITTEES	-0-	-0-	24
25. FUNDRAISING DISBURSEMENTS	10,960.23	467,851.27	25
26. EXEMPT LEGAL AND ACCOUNTING DISBURSEMENTS	3,168.25	806,207.23	26
27. LOAN REPAYMENTS MADE:			
(a) Repayments of Loans Made or Guaranteed by Candidate	-0-	-0-	276d
(b) Other Repayments	75,000.00	730,000.00	276d
(c) TOTAL LOAN REPAYMENTS MADE (Add 276d and 276d)	75,000.00	730,000.00	276d
28. REFUNDS OF CONTRIBUTIONS TO:			
(a) Individuals/Persons Other Than Political Committees	500.00	71,038.00	286d
(b) Political Party Committees	-0-	-0-	286d
(c) Other Political Committees	-0-	14,875.00	286d
(d) TOTAL CONTRIBUTION REFUNDS (Add 286d, 286d and 286d)	500.00	85,913.00	286d
29. OTHER DISBURSEMENTS	-0-	2,000.00	29
30. TOTAL DISBURSEMENTS (Add 23, 24, 25, 26, 27(c), 28(d) and 29)	123,971.44	7,730,078.80	30
<b>III. CONTRIBUTED ITEMS (Stock, Art Objects, Etc.)</b>			
31. ITEMS ON HAND AND TO BE LIQUIDATED (Attach List)			31

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EXHIBIT C

# Warner Cash Bailed Out Candidates

BY JAMES F. MCCARTY  
The Cincinnati Enquirer

State and federal election records show that Cincinnati financier Marvin Warner gave his money and good name to state and national Democratic officeholders at critical times in their campaigns.

Warner's family, friends and business associates, several of whom are key figures in Ohio's savings and loan crisis, augmented his generosity to some candidates.

Numbered among the recipients of Warner's favors are U.S. Sen. John Glenn, D-Ohio, in his unsuccessful run for President in 1964, Ohio Gov. Richard F. Celeste, Ohio Atty. Gen. Anthony Celebrezze Jr. and other congressmen and legislators.

Former President Jimmy Carter was a Warner beneficiary, too, and rewarded him—at the urging of Glenn and U.S. Sen. Howard Metzenbaum, D-Ohio—with an ambassadorship to Switzerland.

**WARNER**, A flamboyant Cincinnati financier is a self-made multimillionaire who rose from humble beginnings selling insur-

ance in Birmingham, Ala., to leadership in a banking and development empire.

He is considered a kingmaker of sorts in Ohio who has emerged at key stages in political campaigns.

Early in 1984 Glenn's run for the presidency was floundering. When Glenn decided to recharge his campaign by taking out \$2 million in loans from four Ohio banks, he needed "comfort letters," which essentially put the signers' good name behind the ability of the recipient to repay the loan.

Glenn used 18 comfort letters

to secure his loans. One of those letters was signed by Warner, said a source who has seen the confidential documents.

Warner, who at one time was considered a likely replacement for Glenn in the Senate if Glenn

won the presidency, already had given Glenn the maximum \$1,000 donation.

Others who financed Glenn's campaign with \$1,000 donations included Warner's son, Marvin Jr., his daughter, Alyson, and his son-in-law, Herbert R. Kuppin. Warner's business partner and former president of Home State, Burton Bongard, with his ex-wife, gave \$1,500 to Glenn. Bongard's present wife, Debra, gave another \$500 to the campaign.

**WARNER ALSO** gave Glenn \$1,000 in 1983.

Glenn's campaign collapsed, and he withdrew from the race March 16. About \$2.8 million in debts, including all but \$200,000 of the \$2 million in bank loans, remain unpaid today. Glenn has made interest payments each month of \$23,250, said Dale Butland, a Glenn spokesman. The loans come due today, but Glenn is expected to ask for, and receive, an extension.

The campaign debt is a source of embarrassment for the senator, Butland said. "He has said many times that he is going to pay these debts off if it takes the rest of his life," Butland said.

Glenn says his ties to Warner are strictly political, and that he has no business relationship with Warner.

"Marvin Warner has been a political supporter of mine who contributed to my Senate campaigns in 1974 and 1980, and to my presidential campaign (in 1984)," Glenn said in a statement released by his Washington office. "But Marvin and I have had absolutely no business relationship of any kind."

There is no legal obligation for Warner or any other signers of the comfort letters to repay the loans should Glenn default. To do so would open avenues to circumvent federal campaign donation limits.

of the Ohio governor's primary race, Warner received a better return on his investment.

**THE MONTH** prior to the June 8 primary election, the eventual winner, Celeste, was in critical need of campaign funds. Celeste was bailed out with the help of a loan from Warner and large contributions from Warner and two officers of the defunct Florida securities firm ESM, whose demise triggered the current Ohio savings and loan crisis.

Records of Celeste's 1982 campaign contributions show that on May 19, 1982, Ronnie R. Ewton, former chief executive officer of ESM Government Securities Inc. of Fort Lauderdale, wrote a

check to Celeste for \$10,000. The same day, Alan R. Novick, ESM's chief financial officer, gave a \$5,000 check to Celeste's campaign.

Novick died of a heart attack last year, and Ewton resigned from ESM a month before the Securities and Exchange Commission closed it March 4.

ESM's downfall fired a panic among customers of savings and loans in Ohio, particularly Home State, which was heavily invested in ESM.

Warner had been a Democratic candidate for governor opposing Celeste, but dropped out of the race before the primary. He shored up Celeste's drained primary campaign with separate checks for \$23,000 on May 10 and \$3,000 on May 27, and gave him a \$75,000 loan made with Celeste's father, Frank, and Cleveland Milt Wolf on May 26.

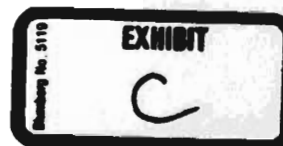
The donations were critical, because Celeste was struggling in a tight primary race with former Cincinnati Mayor Jerry Springer and Attorney General William J. Brown.

**WARNER GAVE** Celeste another \$10,000 on Sept. 27 prior to the Nov. 2 general election, by which time Celeste's campaign fund was in better financial shape.

Celeste readily acknowledges Warner's campaign contributions and has made no attempts to hide his friendship with Warner.

But governor's spokesman Brian Usher said Celeste was unaware of the \$15,000 contributions from the ESM executives.

THE CINCINNATI ENQUIRER Sunday, March 31, 1985



*Camp file*



88040585182

EXHIBIT D

Middletown Journal, Jan. 31, 1986

## Glenn asks 4 banks to defer interest payments

WASHINGTON (AP) — Sen. John Glenn says he expects to know by mid-February whether the four Ohio banks to which he owes \$1.9 million from his presidential campaign will defer for one year their requirements for interest payments on the debt.

Glenn, D-Ohio, said he made the request so he can better focus on his re-election campaign. The last interest payment on the debt was made in November, Glenn said, adding that the banks have suspended requirements for payments while they consider his request.

"The reason for us asking for this is we're in the middle of a Senate campaign now, and obviously to raise money for debt retirement and raise money for the campaign at the same time is a very difficult task," Glenn said.

He said even if the banks lift the requirement for payments, he will continue efforts to retire the debt this year. He said several fund-raising events already have been scheduled.

"So we're not giving up on the debt retirement effort this year," Glenn said. "It's just that we have to put our priorities straight."

Glenn said he asked that the debt, which had been due Jan. 15, be extended to March 1987 and that he is expecting a

reply by mid-February. When Glenn ended his bid for the presidential nomination in 1984, his committee had accumulated a debt of \$1.9 million, \$1.9 million of which was owed to Banc Ohio, Bank One, Ameritrust and Huntington National Bank.

The total debt, which includes money owed to vendors, was initially reduced to \$2.2 million and now stands at \$2.51 million.

Glenn said interest payments to the banks have averaged \$18,000 a month since June 1984 and currently total \$236,072. Including principal, the banks have been paid a total of \$466,773.

Glenn said he has \$246,000 for his Senate campaign. Aides to Rep. Thomas Kindness, R-Ohio, who is seeking the GOP nomination to challenge Glenn, have said Kindness hopes to raise \$5 million for his campaign.

"When we're raising money for the '86 Senate race, it's difficult at the same time to raise \$18,000 a month just to keep up with the interest payments on the presidential debt," said Glenn.

He said that even if the banks permit him to defer the payments this year, interest on the debt would continue to accrue. However, he said he hopes to be able to pay off the debt before March 1987.

88040585183

4 AP 401-30-86 08:52 PET accumulated a C44 LINES  
William-Glenn Debt, 410: which was owed to Banc Ohio, Bank  
One, Glenn Asks Four Ohio Banks to Delay Payment  
Requirements: total debt, which includes money owed to  
vendors By JAMES HANNAH- reduced to \$2.9 million and now  
Associated Press Writer-

WASHINGTON (AP) — Sen. John Glenn said Thursday  
he has asked four Ohio banks to defer for one year their  
requirements for interest payments on \$2 million he owes  
them from his presidential campaign so he can better  
focus on his re-election to the Senate.  
The Ohio Democrat said the last interest payment  
on the debt was made in December and that the banks have  
suspended requirements for future payments while they  
consider his request.

"The reason for us asking for this is we're in  
the middle of a Senate campaign now, and obviously to  
raise money for debt retirement and raise money for the  
campaign at the same time is a very difficult task,"  
Glenn said. He said that even if the banks lift the  
requirement for payments, he will continue efforts to  
retire the debt this year. He said several fund-raising  
events already have been scheduled.

Glenn said he has asked that the debt, which had  
been due Jan. 15, be extended to March 1987. He expects  
a reply by mid-February.

When Glenn ended his bid for the presidential  
nomination in

1984, his committee had accumulated a debt of \$3.5  
million, \$2 million of which was owed to Banc Ohio, Bank  
One, Ameritrust and Huntington National Bank.

The total debt, which includes money owed to  
vendors, was initially reduced to \$2.9 million and now  
stands at \$2,840,000.

Glenn said interest payments to the banks have  
averaged \$18,000 a month since June 1984 and currently  
total \$356,073. Including principal, the banks have been  
paid a total of \$466,073.

Glenn said he has \$246,000 for his Senate  
campaign. Aides to Rep. Thomas Kindness, R-Ohio, who is  
seeking the GOP nomination to challenge Glenn, have said  
Kindness hopes to raise as much as \$5 million for his  
campaign.

"When we're raising money for the '86 Senate  
race, it's difficult at the same time to raise \$18,000 a  
month just to keep up with the interest payments on the  
presidential debt," said Glenn.

He said even if the banks permit him to defer  
the payments this year, interest on the debt would  
continue to accrue. However, he said he hopes to be able  
to pay off the debt before March 1987.

"Ideally, I would hope we'd be able to keep up  
with the interest," he said. "But to be under the  
pressure every month while you're running a campaign in  
Ohio for the Senate ... is just a very big job."

EXHIBIT

D-2



## Glenn asks banks to defer interest loans

Sen. John Glenn said yesterday he has asked four Ohio banks to allow him to defer interest payments this year on \$1.9 million in loans he used to finance his 1964 presidential campaign, as he now concentrates on raising money for his Senate re-election campaign.

"Obviously, to raise money for debt retirement and a campaign is a very difficult task," said Glenn, D-O.

Glenn said he will file with the Federal Election Commission today a proposed restructuring of the pre-campaign debt repayment. He expects to

hear whether the Ohio banks will go along with his plan by mid-February.

Glenn has an overall debt of \$2.9 million from the 1964 campaign, nearly \$1.9 million of it to American Co., Huntington National Bank, State Ohio of Columbus and Bank One of Columbus.

The loans were technically due on Jan. 15, but the notes were not called, pending a decision by the banks on Glenn's restructuring request.

Glenn said he has been paying \$18,000 a month in interest alone on the debt from the presidential campaign. In fact, Glenn said, none of the principal on that debt was paid in 1965.

"I see this as a moral obligation," he said of the bank loans. "I told the banks that I intend to see the banks are paid off."

Dayton Newspapers, Jan. 31, 1966

## Glenn seeks to postpone campaign debt repayment

By Tom Price  
Washington Bureau

WASHINGTON — Unable to reduce his 1964 presidential campaign debt during 1965, Ohio Democrat John Glenn has asked permission to postpone debt-retirement payments this year so he can concentrate on raising funds for his Senate re-election campaign.

"To raise money for debt-retirement and the campaign is a difficult task," Glenn said Thursday.

"Ideally, I would hope to keep up with the debt interest. But having that as a commitment every month is a very big job."

Glenn said he was unable to reduce his \$2.94-million debt during 1965. But he was able to raise enough money to make \$18,000-a-month interest payments on loans totaling \$1.99 million

from four Ohio banks. (He has another \$938,000 in unpaid bills.)

In December, he said, he asked the banks to restructure the loans, which were supposed to be paid off this month. He asked them to extend the due date to March 15, 1967, and to allow the interest to accrue until that date.

That would mean that Glenn would not have to make payments to the banks this year. And, because the loans must be retired before he can pay his post-campaign bills, he would have to make no payment on his presidential campaign debt this year.

The banks have agreed to postpone interest payments since his November payment while they consider his request, Glenn said. He said he expects a response by mid-February.

"We will continue our efforts at debt



Glenn

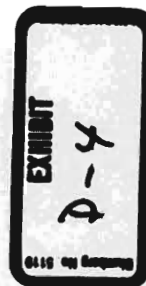
retirement," Glenn said. "We have four or five (fund-raising) events scheduled now around the country," with plans for about 15 more in the near future.

If the banks grant his request, he said, he will continue to reduce the debt if he is able, but will devote most of his attention to the Senate race.

"I intend to see the debt paid off," Glenn said. "It's a moral commitment to be paid off."

EXHIBIT

D-3



# REGION & STATE

Akron Beacon Journal

Saturday, February 1, 1986

Section C  
Business C2 • Area deaths C6

## Banks to study Glenn's loan delay request

**By William Hershey**  
Special Journal Washington Bureau

WASHINGTON — Sen. John Glenn's request to delay required interest payments on loans from four Ohio banks is "unusual," and it is not uncommon for banks to honor such a request, a spokesman for the parent company of one of the banks said Friday.

However, Rep. Thomas Kindness, R-Kent, who is trying to unseat Glenn, said the Democratic senator's request raises "many questions open." Kindness said Glenn's current relationship with

the banks "would seem to be quite irregular."

But Michael Van Buskirk, vice president of Banc One Corp., the parent of Bank One, Columbus, said, "A financial institution, regardless of whoever the borrower is, does not like to change the terms of the loan, but it is often asked." Before granting Glenn's request, Van Buskirk said, the banks must do some investigation, including a determination of whether such a request is consistent with federal election laws.

"What we've got to make certain is

that this loan is always treated as a normal business loan," Van Buskirk added.

Under the terms of Glenn's request, the senator — as would others making the same request — would be financially penalized for deferring the interest payments.

In effect, for each month that an interest payment is not made, that interest would be added to the principal and the interest for the next month would be calculated on the higher principal, according to Van Buskirk.

Because interest rates have been going down recently, however, the monthly payments being deferred would be lower than the average interest payment of \$18,000 a month Glenn said he has been making on the loan. If interest payments were \$18,000 a month for the 17 months Glenn has asked that they be deferred, the total interest due would be \$306,000.

Because of the current interest rates being charged, however, the total could be considerably lower, as explained by Van Buskirk.

In 1984 Glenn borrowed \$500,000 from each of four banks — Bank One of Columbus, AmeriTrust, BancOhio and Huntington National Bank — at an interest rate of the prime rate plus 1 percent.

The prime rate currently is 9.5 percent. When Glenn took out the loans in February 1984, the prime rate was 11 percent.

Of the \$2 million originally borrowed, Glenn said he still owes \$1,890,000. By

See SENATOR'S, page C8

# Glenn will seek more time to repay his campaign loans

By JERRY CONDO  
C-J Washington Bureau  
and JACK TORRY  
C-J Staff Writer

Sen. John Glenn soon will have to ask four Ohio banks for more time to repay a \$2 million loan made to his presidential campaign last year.

The money is scheduled to be repaid March 31, but by Dec. 31, the Glenn campaign committee had paid back only \$100,000 on the principal of the loan and \$204,000 in interest, according to William White, treasurer of the Glenn committee.

That leaves more than \$1.9 million to repay to the banks, and no expert believes Glenn can raise that kind of money in the next 2 1/2 months.

Both White and Lou Nobile, senior vice president for Bank One who coordinated the loan for the four banks, declined to say whether discussions have begun on extending the payback date.

But Nobile said it is not unusual for banks to change terms of a loan for a customer. White was in Columbus this week and met with a representative of one of the banks.

Glenn borrowed the money in the dying days of his presidential campaign last February from Huntington National Bank, BancOhio National Bank and Bank One of Columbus and AmeriTrust of Cleveland. The interest on the loan is 1 percent higher than the prevailing prime rate, White said.

The loans are part of a \$28 million debt Glenn faces as he prepares for his Senate re-election bid in 1986. Since the end of his presidential

campaign last March, Glenn's committee has paid back more than \$700,000 in debts, according to White.

But unless he can rapidly retire the presidential debt, he will have to raise money in 1986 for two campaigns — one dead and the other in its infancy.

Although one top state Republican insists Glenn would be "mortally wounded" in 1986 if he could not pay back the presidential debt, Glenn aides and state Democratic officials believe he can raise the money necessary to win re-election in 1986 as well as retire his presidential debt.

White said efforts to retire the debt will be national, while donations for the Senate race will be solicited in Ohio.

White said the Glenn committee has organized a direct-mail campaign and major fund-raisers to help garner money for the presidential debt.

"John Glenn has a national fund-raising capacity," White said. "We have a donor base of 30,000 people who have contributed to Glenn's campaign."

He said only 3,000 of those have contributed the legal federal limit of \$1,000 to the Glenn presidential campaign.

James Ruvalo, chairman of the state Democratic Party, said Glenn will have no difficulty raising money for re-election.

"He's a very popular U.S. senator in Ohio," Ruvalo said. "Many people want him to stay there, so they'll contribute to his campaign. He will

have the resources to run a successful re-election campaign."

Federal election laws have complicated Glenn's task of paying back the banks. Those laws make it virtually impossible for a federal presidential candidate to have co-signers on a loan or for him to put up personal property as collateral.

Glenn is wealthy, but because he accepted federal matching funds, he is prohibited from contributing more than \$50,000 to his own campaign. Thus, he could not personally guarantee the loans and cannot pay them back without violating federal law.

Nor could the Glenn committee have realistically arranged co-signers for the loan.

Federal election laws limit individual contributions to a federal candidate to \$1,000. If a candidate were to default on a loan and his co-signers had to pay back the money, their liability would be considered a contribution. Thus, any co-signer could be liable for no more than \$1,000. Consequently, a \$2 million loan would require 2,000 co-signers at \$1,000 apiece.

Instead, White said 18 people signed letters to the four banks pledging to make their "best efforts to retire the debt" by helping Glenn with fund-raising. White declined to reveal the names of the 18 people.

Before Glenn got his loan, attorneys for Walter F. Mondale's campaign sent telegrams to the directors of the four banks saying the loan violated Federal Election Commission laws.

Those laws require banks lending money to federal candidates conform to the "ordinary course of busi-



C-J FILE

John Glenn:  
Faces sizable debt.

ness." The Mondale campaign argued loans made without co-signers and collateral violate the "ordinary course of business."

Attorneys for the Glenn campaign and the banks disagreed. In addition, Glenn aides say both Mondale and Sen. Gary Hart, D-Colo., borrowed large sums from banks under similar terms.

"Why would Congress enact a statute setting forth in great detail the ways for federal candidates to borrow money?" White asked. "That ought to suggest Congress sanctions federal candidates borrowing money without co-signers."

According to records at the FEC, Hart's committee borrowed \$4,050,000 from the National Bank of Washington and still owes \$962,298. In five separate transactions, the Mondale committee borrowed \$1,615,155 from the District of Columbia National Bank. FEC records do not say whether there was collateral on the loans.



E

88040685188

EXHIBIT E

# White says Glenn's committee is still 'chipping away' at \$1.89 million debt

WASHINGTON (AP) — The treasurer of Sen. John Glenn's 1984 presidential committee says he doubts that the panel can raise \$1.89 million by a May 15 deadline set by four Ohio banks.

However, William White says the John Glenn Presidential Committee plans to keep chipping away at the debt, which was accumulated during Glenn's aborted presidential campaign, and that he anticipates there will be further discussions with the banks on the matter.

White said Wednesday that the four Ohio banks to which the Ohio Democrat owes the money have agreed to extend the due date for payment to May 15. They are BancOhio National Bank, Huntington National Bank, Bank One of Columbus and Ameritrust Co.

Spokesmen for BancOhio, Huntington and Bank One could not be reached for comment Wednesday.

Monica Martinez, spokeswoman for Ameritrust, said the bank would neither

confirm nor deny reports of a debt plan.

"We just don't comment on anything that has to do with a client," she said. "We're just not commenting."

White said the banks have also agreed to allow the committee to defer making monthly interest payments on the debt. However, the interest would continue to accrue and be due along with the principal on May 15, he said.

Last December, Glenn asked the banks to extend the deadline for repayment of the debt from January 1986 to March 1987 and to permit him to defer monthly interest payments on the debt until then.

Glenn said he made the request so he could better focus on fund-raising efforts for his Senate re-election campaign this year.

Glenn has said the most recent interest payment on the debt was made last November. He has stressed that even if the banks temporarily lift the requirements for payment, he will con-

sume his efforts to retire the debt this year. He says several fund-raising events have been scheduled.

When Glenn ended his bid for the presidential nomination in 1984, his committee accumulated a debt of \$3.5 million, \$2 million of which was owed to the four banks.

The total debt, which includes money owed to vendors, was initially reduced to \$2.9 million and as of last month stood at \$2.84 million.

Glenn says interest payments to the banks have averaged \$18,000 a month since June 1984 and currently total \$356,073. Including principal, the banks have been paid a total of \$466,073.

Rep. Thomas Kindness, R-Ohio, who is running against Glenn in the Senate, had no immediate comment.



Glenn

Thurs., Feb. 27, 1986

THE JOURNAL HERALD

Dayton, Ohio 9

## Banks give Glenn brief extension on loans

WASHINGTON BUREAU

WASHINGTON — Four Ohio banks have granted Democratic Sen. John Glenn a brief extension on repayment of about \$2 million in loans for his unsuccessful 1984 presidential campaign, Glenn's campaign treasurer said Wednesday.

"I think the banks are telling us they want to exercise close supervisory control over this obligation,"

said William White. He said the institutions have agreed to defer interest and principal payments only until May 15.

Glenn almost certainly will be unable to repay the loans by then, White said, and the campaign will seek another extension at that time.

Glenn had asked the banks to extend the loans' due date from last month until March 15, 1987, and to allow interest to accrue until that time.

The banks have allowed the interest to accrue since his November payment while they considered the request.

Glenn said he was having difficulty retiring his \$2.9 million debt — which also includes more than \$900,000 in unpaid bills — and raising money for his Senate re-election campaign this year.

Shelby No. 5119

EXHIBIT  
E-1

# Glenn is trapped with debt as issue

By William Hershey

Seaton Journal Washington Bureau

WASHINGTON — Rep. Thomas N. Kindness, R-Hamilton, said Thursday that it was Sen. John Glenn, not Kindness, who made the \$1.89 million in bank loans from Glenn's presidential campaign an issue in this year's Senate race.

Glenn, D-Ohio, did this with his request in December that the four banks that made the loans give him until March 15, 1987, to repay them.

"The reason for us asking for this is we're in the middle of a Senate campaign now, and obviously to raise money for debt retirement and raise money for the campaign at the same time is a difficult task," Glenn said then.

"I think literally John Glenn changed the setting when he held the news conference Jan. 30," said Kindness, who last year indicated that he would not try to make an issue of the loans. At the news conference, Glenn described the request that he made to the four banks.

Regardless of who put them there, the loans are now an issue.

Glenn's re-election campaign and Kindness intends to keep it at bay. Glenn couldn't make the issue disappear instantly.

Even if he wanted to. Federal campaign law prohibits a candidate from giving more than \$50,000 to his own campaign, and Glenn put that much in long ago.

Neither can he look to a few well-heeled friends to help him out. Federal law limits individual contributions to \$1,000, and many

Glenn's friends already have given him that much. That means he must continue searching for donors, as he has been with only limited success since dropping out of the presidential race.

Glenn hoped to delay that search until after his Senate race, by connecting his request for a delay to his Senate re-election campaign, however, Glenn set

## ANALYSIS

the stage for violation of federal election regulations, according to Gordon Strauss, Kindness' campaign lawyer. Had the request been granted, Strauss and Kindness said, this would have violated regulations that prohibit a bank from making a contribution or expenditure in connection with an election to any political office.

If the banks — BancOhio, Bank One, Ameritrust and Huntington National Bank — had let Glenn delay the payments until March 1987, they would have been "contributing" to his campaign by letting him tap contributors for his Senate race who might otherwise

have helped erase the presidential campaign debt, Strauss said.

Instead of granting the request, the banks this week gave Glenn until May 15 to pay back the loans and also deferred until then the monthly interest payments Glenn had been paying until he made his request in December.

Strauss, who had written to the banks asking them to deny Glenn's original request, said the extension doesn't seem unreasonable.

"We prevailed," boasted Strauss, a Cincinnati lawyer who once practiced law with the firm representing the Republican National Committee.

The banks' decision is not likely to end the story, however. William White, Glenn's presidential campaign treasurer, wouldn't predict that Glenn will be able to do in the next 2½ months what he hasn't been able to do in nearly two years — come up with the money to pay off the loans.

If he doesn't, White hinted, he'll ask the banks for more time.

If that happens, said Strauss, the banks should sue Glenn's presidential committee. A victory in a lawsuit wouldn't necessarily mean the banks would get their

money back, Strauss conceded. The only assets the committee has are lists of contributors, he said. It would be up to the bank to persuade the contributors to make donations.

Still, such an effort would assure regulators that the banks were trying to protect their depositors, he added.

If the banks grant Glenn another delay, Strauss said, Kindness will file a complaint.

Glenn, after providing a long explanation of his deferment request at the Jan. 30 news conference, has grown silent. His press aides refer all questions to White, who has dismissed Strauss' legal analysis as "a lot of theories, none of which is accurate."

"If they feel there is anything inappropriate going on, they should pursue their legal remedies," White said.

However the legal issues turn out, the loans themselves are not as easily dismissed, as Glenn said at the Jan. 30 news conference. He is constantly aware of the unpaid loans and repaying them is a "moral commitment."

"I know he has awakened nights sometimes worrying about the debt," one source close to the senator said.



Seaton Journal Friday, February 28, 1986

2-28-86



## Glenn debt payment unlikely by deadline

WASHINGTON (AP) — The treasurer of Sen. John Glenn's 1984 presidential committee says he doubts that the panel can raise \$1.89 million by a May 15 deadline set by four Ohio banks.

However, William White says the John Glenn Presidential Committee plans to keep chipping away at the debt, which was accumulated during Glenn's aborted presidential campaign, and that he anticipates there will be further discussions with the banks on the matter.

White said Wednesday that the four Ohio banks to which the Ohio Democrat owes the money have

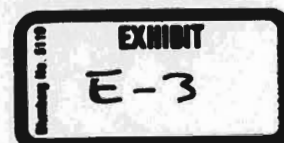
agreed to extend the due date for payment to May 15. They are BancOhio National Bank, Huntington National Bank, Bank One of Columbus and Ameritrust Co.

Spokesmen for BancOhio, Huntington and Bank One could not be reached for comment Wednesday.

Monica Martinez, spokeswoman for Ameritrust, said the bank would neither confirm nor deny reports of a debt plan.

Rep. Thomas Kindness, R-Ohio, Hamilton, who is running against Glenn in the Senate, had no immediate comment.

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93

FEB 27-86

# 4 banks refuse to give Glenn loan extension

By WILLIAM MATTHEWS  
The Journal's Washington Bureau

WASHINGTON — Four Ohio banks have refused to give Sen. John Glenn another year to pay off his \$1.9 million presidential debt. They want the money May 15.

Bill White, who is leading Glenn's effort to pay off his presidential campaign debt, said Wednesday the banks have agreed to a three-month extension on the loan, but rejected the 14-month extension Glenn sought.

Last month Glenn asked the group of banks to extend the Jan. 15 due date and large interest payments on his loan until March 1987.

Glenn said he wanted the extension so efforts to retire the presidential debt wouldn't cut into his efforts to raise money to get re-elected to the Senate this year. He said it would be difficult to raise money for the Senate race while paying \$12,000 a month in interest on the presidential debt.

Glenn will be challenged in the November election by U.S. Rep. Thomas Kindness, R-Hamilton.



Glenn

ALONG WITH the four-month due date extension, the banks have agreed not to collect interest payments.

Glenn has not been very successful at raising money to pay off loans he used to finance his unsuccessful 1984 run for the presidency. Originally the loans were to have been retired last March.

When he ended his presidential quest in June 1984, the Glenn for President Committee owed four banks \$2 million. He owed "vendors," such as the telephone company, hotels, restaurants and printers \$989,000. Last month Glenn said he had paid the banks about \$100,000 and the vendors about \$10,000. He has also paid the banks about \$350,000 in interest.

Glenn has raised about a half million dollars for his Senate campaign. He has spent about half of it.

White said the Glenn for President Committee has not been raising money at a fast enough rate to make repayment of the \$1.9 million on May 15 seem likely.

"At that point we'll have to go back to the banks," he said.

The four banks are Bank One, BankOhio, Huntington National Bank

and Ameritrust of Cleveland.

White said the banks' decision to extend the debt due date for four months means "the banks are telling us they want to take it one step at a time."

The fact that the due date was pushed back — not the fact that it wasn't pushed as far back as Glenn wanted — is important, he said.

The significance of the short extension is simply that "it tells us that the banks want to exercise tight scrutiny" over the loan, he said.

Last month Glenn pledged that he will eventually pay off his campaign debt in full.

EXHIBIT

Σ - 4

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EXHIBIT F



# Glenn campaign debt to go unpaid this year

By Tom Price  
WASHINGTON BUREAU

WASHINGTON — Democratic Sen. John Glenn's 1984 presidential campaign debt to four Ohio banks will remain unpaid this year, a situation a spokesman for Republican senatorial candidate Thomas Kindness said increases the likelihood that the Hamilton congressman will file a complaint with the Federal Election Commission.

Glenn — who owes \$2 million to the banks and more than \$900,000 in unpaid bills from the presidential campaign — revealed Thursday that he will not be able to make significant payments on the debt this year.

"We're shocked that John Glenn still refuses to face up to his responsibility by at least making a concerted effort to pay back the loans and to pay those small-business people that he left hanging two years ago," said Mark Mills, Kindness' campaign press secretary.

"There are a lot of unemployed homeowners who

would love to have the same break as John Glenn is saying he deserves because he's a U.S. senator.

"We feel that the banks' continuing to look the other way while John Glenn refuses to make payment amounts to a contribution to his Senate campaign. We feel strongly that that's patently illegal. It increases the likelihood that we're going to file a complaint."

At a Capitol Hill press conference Thursday, Glenn announced that he had informed the banks that they "could not realistically expect to receive substantial payments" on the debt before this year's Nov. 4 general election.

The loans "are overdue and the payments are in arrears," according to William White, the treasurer of Glenn's presidential campaign committee.

Glenn has paid \$108,000 on principal and \$358,000 in interest since he obtained \$2 million in bank loans in early 1984. He has not made any payment since November, however, and interest is accruing at the rate of about \$17,000 a month.

White said the banks — AmeriTrust of Cleveland

and Bank One, BancOhio and Huntington National Bank of Columbus — have not revealed what, if anything, they will do about Glenn's announcement.

Practically, however, they cannot force additional payments to be made because the presidential campaign committee has no significant assets and Glenn has made the maximum personal contribution allowed under federal election laws.

"As long as the banks can see there is prospect for repayment, they are able to carry it along" under federal banking regulations, White said.

"Our legal opinion is that we are conducting ourselves in a proper way and there is no legal problem."

Glenn insisted that he will repay the debt eventually. But he said it is too difficult to campaign and raise money for the Senate race and to raise additional funds for retiring the presidential debt this year.



John Glenn

SEE KINDNESS/7

*Dayton Journal Herald 5/16/86 B1*

## ☐ Kindness

CONTINUED FROM/1

"The committee has purchased a \$2 million insurance policy on my life" as evidence that the bank loans would be repaid should he die during the next year, Glenn said, adding that "that is not my preferred method of payoff."

And he insisted that he remains committed to retiring the debt eventually.

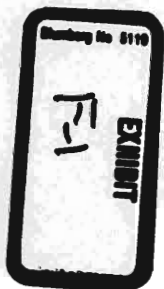
The presidential campaign dealt Glenn a second financial blow Thursday when the Federal Election Commission reiterated a demand that his committee return \$74,955 in federal money provided as matching campaign

contributions in 1984.

Last year, the commission ruled that Glenn exceeded spending limits in Iowa and New Hampshire and must return \$74,955 to the federal treasury. Glenn asked the commission to reconsider that ruling, and the commission reduced the finding Thursday by \$13.

Glenn said he will appeal that ruling in federal court.

Glenn said he has raised \$630,000 so far for this year's Senate race, while Kindness claims to have raised more than \$900,000, including a \$70,000 pledge from the National Republican Senatorial Committee.



Friday

May 16, 1966

# Piqua Daily Call

Serving Piqua and surrounding communities

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## Glenn tells bankers: 'sorry, we can't pay'

By WILLIAM MATTHEWS

Call Washington Bureau  
WASHINGTON — Sen. John Glenn, D-Ohio, told four Ohio banks this week he will make no payments until at least November on a \$3 million loan from his 1964 presidential campaign.

The loan was due Thursday. "We are in arrears," Glenn admitted during a press conference in his Senate office. But he pledged several times that he will eventually repay the \$3 million and interest, which is accumulating at a rate of \$17,000 a month.

"It is not a matter of if, it is a matter of when," he said. "I don't think this is unusual in the normal course of business, and that was the basis on which the banks made the loan."

Glenn has had great difficulty raising money to pay off \$2.6 million in debts he accumulated during his unsuccessful run for the presidency in 1964.

"I personally have made the maximum contribution" allowed by federal law, "I am not permitted to give any more," Glenn said a number of times. Glenn is a millionaire.

"It is not easy to raise money for retiring campaign debts," Glenn said. Many of the people who have already donated to retire Glenn's debt "have already maxed out too," he said. Federal election finance laws limit individuals to donating a maximum of \$50,000 to a presidential campaign.

It is difficult to find new donors because most people are unenthusiastic about donating to a campaign that has already lost.

Glenn said his presidential campaign committee has taken out a \$2 million insurance policy on his life to cover the debt, "but that is not my preferred method of paying it off," he joked.

Glenn has been able to raise \$520,000 "in the last several months" for his campaign for re-election to the Senate. He is running against Rep. Thomas H. Kinneen, who is attempting to make Glenn's campaign debt a major issue.

Kinneen's radio advertisements focus on the debt. Glenn was expected to ask the four banks for an extension of the loan, and Kinneen's ads questioned whether an extension would have been

legal.

But Glenn said Thursday that he met with officials from the banks Wednesday and simply told them he could make no payments until after the November election. "I didn't ask for an extension and the banks didn't offer to extend," he said.

He said the banks "made no threats" and gave no indication what action they would take if Glenn suspended payments on the loan.

Glenn predicted that his presidential debt won't be a major factor in his re-election campaign. He said Ohio voters will be more worried about jobs, unemployment, education, national defense and other issues. "I don't think that people will be concerned about a loan that is eventually going to be paid off."

However, Glenn indicated some uneasiness about the money the Republican Party is pouring into the Kinneen campaign. Kinneen has pledges of \$500,000 from the party and has said he will raise \$1.5 million or more for his campaign.

Shelby No. 0110

EXHIBIT  
F-2



THE PLAIN DEALER, FRIDAY, MAY 16, 1986

## Glenn misses deadline to repay \$2 million in loans for campaign

By TOM DUESEN  
FD BUREAU

WASHINGTON — Sen. John Glenn admitted yesterday that he was in default on the \$2 million in loans made to him by four banks for his 1984 presidential campaign.

"Clearly the loans are in arrears," Glenn said. "We did not ask the banks to extend the loans and the banks did not volunteer that they would extend them."

Glenn, D-O, met with creditors on Wednesday in Columbus for what he said was an inconclusive session. The notes were due yesterday, and spokesmen for the banks, which have rolled the debts over on previous occasions, have refused to comment this week.

Glenn's campaign committee has acknowledged that the Federal Elections Commission is "reviewing" cir-

cumstances of the loans. Four banks loaned Glenn \$500,000 each in February 1984.

Glenn said he told bank officials "that they cannot expect substantial repayment of the loans until after the election."

The senator, opposed for re-election this year by Rep. Thomas N. Kindness, R-O, of Hamilton, stopped making monthly interest payments last December, with the banks' permission. The accrued interest has pushed the loan amount from \$1.89 million to about \$2 million, said William R. White, Glenn's campaign treasurer. Glenn is raising funds for his re-election campaign this year.

Glenn's financial plight is such that his presidential campaign committee has taken out a \$3 million life insurance policy on him for the next 12 months. The policy cost \$17,000.

Glenn has paid \$464,250 thus far, mostly in interest.

"It is not a matter of if (the loans will be paid), it is just a matter of when," he said.

Kindness' press secretary, Mark Mills, said he was "shocked that John Glenn is still refusing to face up to his responsibility in not at least making a concerted effort to repay the loans."

Glenn's creditors are Ameritrust Co., Huntington National Bank, Banc Ohio of Columbus and Bank One.

In a related matter, the Federal Elections Commission voted yesterday to require Glenn to repay \$74,955 in matching funds to the federal government as a result of overspending by his campaign in the 1984 Iowa and New Hampshire primaries.

Glenn said he would appeal the ruling.

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EXHIBIT G



# SCHEDULE A-P

Federal Election Commission  
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Washington, D.C. 20543

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20a

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EACH RECEIPT  
THIS PERIOD

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Northwestern Bell  
Des Moines, IA

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OCCUPATION

RECEIPT FOR

☐ Primary  
☐ General

AGGREGATE YEAR-TO-DATE

1-13-86  
1-13-86  
1-13-86  
1-13-86

26.97  
26.62  
16.59  
16.81

\*Refund Deposits

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Northwestern Bell  
Des Moines, IA

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AGGREGATE YEAR-TO-DATE

1-13-86  
1-13-86  
1-13-86  
1-13-86

19.07  
19.16  
19.85  
16.57

\*Refund Deposits

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Northwestern Bell  
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AGGREGATE YEAR-TO-DATE

1-13-86  
1-13-86

49.20  
24.41

\*Refund Deposits

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P.O. Box 2  
Miami, FL

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☐ General

AGGREGATE YEAR-TO-DATE

1-13-86

17.35

\*Refund

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Newsweek  
444 Madison Avenue  
New York, NY 10022

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☐ General

AGGREGATE YEAR-TO-DATE

1-16-86

463.00

\*Airfare Reimbursement

NAME, ADDRESS, CITY, STATE, ZIP CODE

Senator John Glenn Comm.  
236 Massachusetts Ave, NE  
Suite 210  
Washington, DC 20002

NAME OF EMPLOYER

OCCUPATION

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AGGREGATE YEAR-TO-DATE

1-17-86

175.00

\*Furniture Purchase

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236 Massachusetts Ave, NE  
Suite 210  
Washington, DC 20002

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AGGREGATE YEAR-TO-DATE

3-7-86

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Financial Communications Inc  
1250 Eye Street, NW #P04  
Washington, DC 20005

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☐ General

AGGREGATE YEAR-TO-DATE

1-22-86

83.37

\*Copier Purchase

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8-1

**MODULE A-P**

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PAGE **2**

OF TOTAL PAGES **2**

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Capitol Improvements  
236 Mass. Ave., NE #201  
Washington, DC 20002

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General

AGGREGATE YEAR TO DATE

2-24-86

50.00

\*Furniture Purchase

NAME, ADDRESS, CITY, STATE, ZIP CODE

James H. Dentzer, Esq.  
P.O. Box 76729  
Washington, DC 20013

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AGGREGATE YEAR TO DATE

3-3-86

30.00

3-14-86

5.00

\*Furniture/Supply Purchase

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Center for a New Democracy  
1220 Eye Street, NE  
Washington, DC 20002

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Primary

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AGGREGATE YEAR TO DATE

3-7-86

75.00

\*Furniture Purchase

NAME, ADDRESS, CITY, STATE, ZIP CODE

NS & T Bank  
Washington, DC 20005

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Primary

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AGGREGATE YEAR TO DATE

3-7-86

448.64

\*Refund Outstanding Check #17604

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National Council on Public  
Policy  
Box 2000 Ben Franklin Sta.  
Washington, DC 20044

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Primary

General

AGGREGATE YEAR TO DATE

3-14-86

501.54

\*Back Rent Due

NAME, ADDRESS, CITY, STATE, ZIP CODE

Box 2000 Ben Franklin Sta.  
Washington, DC 20044

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3-14-86

3-14-86

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U.S. Post Office  
Washington, DC 20066-9504

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AGGREGATE YEAR TO DATE

3-19-86

21.37

\*Refund Closed Postage Due Acct.

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19,505.52

EXHIBIT

G-2



**FEDERAL ELECTION COMMISSION**

WASHINGTON, D.C. 20463

June 23, 1986

Kindness for Senate Committee  
Suite 310  
35 East Gay Street  
Columbus, OH 45215

Dear Sir:

This will acknowledge receipt of your letter which we received on June 17, 1986, inquiring about a possible violation of the Federal Election Campaign Act of 1971, as amended ("the Act").

The 1976 amendments to the Act and Commission regulations require that a complaint meet certain specific requirements. Since your letter does not meet these requirements, the commission can take no action at this time to investigate this matter.

However, if you desire the Commission to look into the matter discussed in your letter, to determine if the FECA has been violated, a formal complaint as described in 2 U.S.C. 437g(a) (1) must be filed. Requirements of this section of the law and Commission regulations at 11 C.F.R. 111.4 which are a prerequisite to Commission action are detailed below:

- (1) A complaint must be in writing. (2 U.S.C. § 437g(a) (1)).
- (2) Its contents must be sworn to and signed in the presence of a notary public and shall be notarized. (2 U.S.C. § 437g(a) (1)).
- (3) A formal complaint must contain the full name and address of the person making the complaint. This information will be made known to any and all respondents upon the notification of the complaint.
- (4) A formal complaint should clearly identify as a respondent each person or entity who is alleged to have committed a violation. (11 C.F.R. § 111.4).

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- 8 3 0 4 0 5 6 5 2 0 1
- (5) A formal complaint should identify the source of information upon which the complaint is based. (11 C.F.R. § 111.4).
  - (6) A formal complaint should contain a clear and concise recitation of the facts describing the violation of a statute or law over which the Commission has jurisdiction. (11 C.F.R. § 111.4).
  - (7) A formal complaint should be accompanied by supporting documentation if known and available to the person making the complaint. (11 C.F.R. § 111.4).

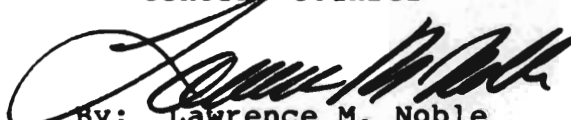
Finally, please include your phone number, as well as the full names and addresses of all respondents.

Enclosed are excerpts of the Commission regulations, and your attention is directed to 11 C.F.R. § 111.4 through 111.10 that deal with preliminary enforcement procedures. I trust these materials will be helpful to you should you wish to file a legally sufficient complaint with the Commission. The file regarding this correspondence will remain confidential for a fifteen day time period during which you may file an amended complaint as specified above. Please forward to us any additional information or correspondence that you may have regarding this matter.

If we can be of any further assistance, please do not hesitate to call me at (202) 376-8200.

Sincerely,

Charles N. Steele  
General Counsel

  
By: Lawrence M. Noble  
Deputy General Counsel

Enclosures  
Excerpts  
Procedures

cc: Respondents



RECEIVED  
OFFICE OF THE  
GENERAL COUNSEL  
GORDON M. STRAUSS  
ATTORNEY AT LAW  
250 EAST 8TH STREET  
CINCINNATI, OHIO 45202  
(513) 762-7660

6-CC 861  
RECEIVED AT THE FEC  
86 JUL 3 49:12

June 26, 1986

The Federal Election Commission  
919 E. Street, NW  
Washington, DC 20463

Re: Complaint versus The Senator John Glenn Committee, the  
John Glenn Presidential Committee, Inc.; and  
Complaint versus Bank One of Columbus, BancOhio,  
Ameritrust Corp., and Huntington National Bank

TO THE COMMISSION:

I have received your letter of June 23, 1986, disputing  
the adequacy of the Complaints filed with you on June 17, 1986.  
To clarify any misunderstanding on your part, I hereby swear that  
the information contained therein is true to the best of my  
knowledge and belief, and that the Complaints constitute my sworn  
statements thereon.

The name of Respondent "John Glenn Senate Committee"  
should be changed throughout both Complaints to "the Senator John  
Glenn Committee."

Sincerely,

*Gordon M. Strauss*

GORDON M. STRAUSS

Subscribed and sworn before me, on this 26th day of  
June, 1986, by Gordon M. Strauss, who declared the foregoing to  
be his true statement.

*John T. Rapien*  
JOHN T. RAPIEN  
Notary Public, State of Ohio  
My Commission Expires Feb. 12, 1988



**FEDERAL ELECTION COMMISSION**  
WASHINGTON, D.C. 20463

permanent

July 11, 1986

Gordon M. Strauss, General Counsel  
Kindness for Senate Committee  
1560 Columbia Plaza  
250 East Fifth Street  
Cincinnati, OH 45202

Dear Mr. Strauss:

This letter will acknowledge receipt of a complaint filed by you which we received on July 3, 1986, which alleges possible violations of the Federal Election Campaign Act of 1971, as amended, (the "Act"), by the Senator John Glenn Committee, the John Glenn Presidential Committee, Inc.; and Bank One of Columbus, N.A., BANCOHIO, Ameritrust Corp., and Huntington National Bank. The respondents will be notified of this complaint within five days.

You will be notified as soon as the Commission takes final action on your complaint. Should you receive any additional information in this matter, please forward it to this office. We suggest that this information be sworn to in the same manner as your original complaint. For your information, we have attached a brief description of the Commission's procedures for handling complaints. We have numbered this matter under review MUR 2194. Please refer to this number in all future correspondence. If you have any questions, please contact Lorraine F. Ramos at (202) 376-3110.

Sincerely,

Charles N. Steele  
General Counsel

By: Lawrence M. Noble  
Deputy General Counsel

Enclosure

33040585203



**FEDERAL ELECTION COMMISSION**

WASHINGTON, D.C. 20463

July 11, 1986

William J. Brown, Treasurer  
Senator John Glenn Committee  
236 Massachusetts Ave., N.E., Suite 210  
Washington, D.C. 20002

Re: MUR 2194

Dear Mr. Brown:

This letter is to notify you that the Federal Election Commission received a complaint which alleges that the Senator John Glenn Committee and you, as treasurer, may have violated certain sections of the Federal Election Campaign Act of 1971, as amended (the "Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 2194. Please refer to this number in all future correspondence.

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

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

This matter will remain confidential in accordance with 2 U.S.C. § 437g(a)(4)(B) and § 437g(a)(12)(A) unless you notify the Commission in writing that you wish the matter to be made public. If you intend to be represented by counsel in this matter please advise the Commission by completing the enclosed form stating the name, address and telephone number of such counsel, and a statement authorizing such counsel to receive any notifications and other communications from the Commission.

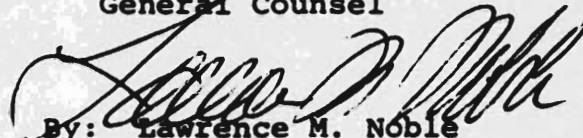
88040535204

permanent

If you have any questions, please contact Robert Bonham, the staff member assigned to this matter, at (202) 376-5690. For your information, we have attached a brief description of the Commission's procedure for handling complaints.

Sincerely,

Charles N. Steele  
General Counsel

  
By: Lawrence M. Noble  
Deputy General Counsel

Enclosures  
Complaints  
Procedures  
Designation of Counsel Statement

cc: The Honorable John H. Glenn, Jr.

83040685205





**FEDERAL ELECTION COMMISSION**

WASHINGTON, D.C. 20463

July 11, 1986

William R. White, Treasurer  
John Glenn Presidential Committee, Inc.  
236 Massachusetts Ave., N.E., Suite 209  
Washington, D.C. 20002

Re: MUR 2194

Dear Mr. White:

This letter is to notify you that the Federal Election Commission received a complaint which alleges that the John Glenn Presidential Committee, Inc., and you, as treasurer, may have violated certain sections of the Federal Election Campaign Act of 1971, as amended (the "Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 2194. Please refer to this number in all future correspondence.

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

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

This matter will remain confidential in accordance with 2 U.S.C. § 437g(a)(4)(B) and § 437g(a)(12)(A) unless you notify the Commission in writing that you wish the matter to be made public. If you intend to be represented by counsel in this matter please advise the Commission by completing the enclosed form stating the name, address and telephone number of such counsel, and a statement authorizing such counsel to receive any notifications and other communications from the Commission.

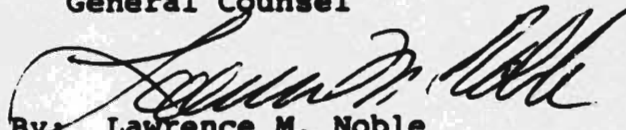
88040585206

permanently

If you have any questions, please contact Robert Bonham, the staff member assigned to this matter, at (202) 376-5690. For your information, we have attached a brief description of the Commission's procedure for handling complaints.

Sincerely,

Charles N. Steele  
General Counsel

  
By: Lawrence M. Noble  
Deputy General Counsel

Enclosures  
Complaints  
Procedures  
Designation of Counsel Statement

cc: The Honorable John H. Glenn, Jr.

88040385207



**FEDERAL ELECTION COMMISSION**

WASHINGTON, D.C. 20463

July 11, 1986

Bank One of Columbus, N.A.  
100 East Broad Street  
Columbus, OH 43271-0261

Re: MUR 2194

Dear Gentlemen:

This letter is to notify you that the Federal Election Commission received a complaint which alleges that the Bank One of Columbus, N.A., may have violated certain sections of the Federal Election Campaign Act of 1971, as amended (the "Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 2194. Please refer to this number in all future correspondence.

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

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

This matter will remain confidential in accordance with 2 U.S.C. § 437g(a)(4)(B) and § 437g(a)(12)(A) unless you notify the Commission in writing that you wish the matter to be made public. If you intend to be represented by counsel in this matter please advise the Commission by completing the enclosed form stating the name, address and telephone number of such counsel, and a statement authorizing such counsel to receive any notifications and other communications from the Commission.

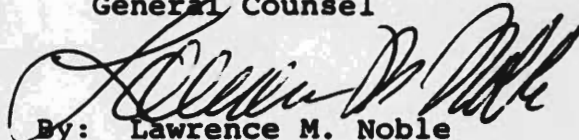
93040585208

permanet-

If you have any questions, please contact Robert Bonham, the staff member assigned to this matter, at (202) 376-5690. For your information, we have attached a brief description of the Commission's procedure for handling complaints.

Sincerely,

Charles N. Steele  
General Counsel

  
By: Lawrence M. Noble  
Deputy General Counsel

Enclosures  
Complaints  
Procedures  
Designation of Counsel Statement

89040585209





**FEDERAL ELECTION COMMISSION**

WASHINGTON, D.C. 20463

July 11, 1986

Ameritrust Corp.  
900 Euclid Avenue  
Cleveland, OH 44101

Re: MUR 2194

Dear Gentlemen:

This letter is to notify you that the Federal Election Commission received a complaint which alleges that Ameritrust Corp. may have violated certain sections of the Federal Election Campaign Act of 1971, as amended (the "Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 2194. Please refer to this number in all future correspondence.

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

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

This matter will remain confidential in accordance with 2 U.S.C. § 437g(a)(4)(B) and § 437g(a)(12)(A) unless you notify the Commission in writing that you wish the matter to be made public. If you intend to be represented by counsel in this matter please advise the Commission by completing the enclosed form stating the name, address and telephone number of such counsel, and a statement authorizing such counsel to receive any notifications and other communications from the Commission.

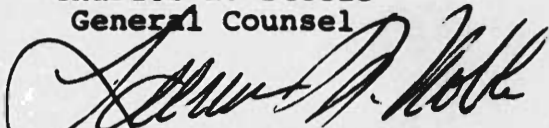
83040335210

permanent

If you have any questions, please contact Robert Bonham, the staff member assigned to this matter, at (202) 376-5690. For your information, we have attached a brief description of the Commission's procedure for handling complaints.

Sincerely,

Charles N. Steele  
General Counsel



By: Lawrence M. Noble  
Deputy General Counsel

Enclosures  
Complaints  
Procedures  
Designation of Counsel Statement

89040605211



**FEDERAL ELECTION COMMISSION**  
WASHINGTON, D.C. 20463

July 11, 1986

BANCOHIO  
151 East Broad Street  
Columbus, OH 43251

Re: MUR 2194

Dear Gentlemen:

This letter is to notify you that the Federal Election Commission received a complaint which alleges that BANCOHIO may have violated certain sections of the Federal Election Campaign Act of 1971, as amended (the "Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 2194. Please refer to this number in all future correspondence.

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

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

This matter will remain confidential in accordance with 2 U.S.C. § 437g(a)(4)(B) and § 437g(a)(12)(A) unless you notify the Commission in writing that you wish the matter to be made public. If you intend to be represented by counsel in this matter please advise the Commission by completing the enclosed form stating the name, address and telephone number of such counsel, and a statement authorizing such counsel to receive any notifications and other communications from the Commission.

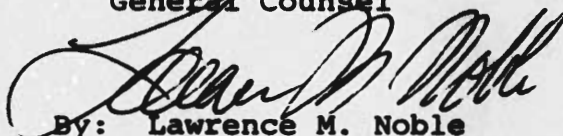
83040385212

*permanent*

If you have any questions, please contact Robert Bonham, the staff member assigned to this matter, at (202) 376-5690. For your information, we have attached a brief description of the Commission's procedure for handling complaints.

Sincerely,

Charles N. Steele  
General Counsel



By: Lawrence M. Noble  
Deputy General Counsel

Enclosures  
Complaints  
Procedures  
Designation of Counsel Statement

83040585213





**FEDERAL ELECTION COMMISSION**

WASHINGTON, D.C. 20463

July 11, 1986

Huntington National Bank  
41 South High Street  
Columbus, OH 43287

Re: MUR 2194

Dear Gentlemen:

This letter is to notify you that the Federal Election Commission received a complaint which alleges that Huntington National Bank may have violated certain sections of the Federal Election Campaign Act of 1971, as amended (the "Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 2194. Please refer to this number in all future correspondence.

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

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

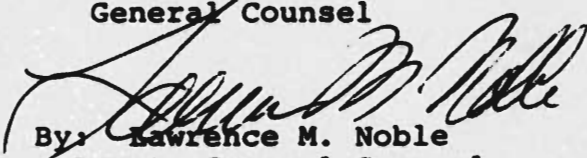
This matter will remain confidential in accordance with 2 U.S.C. § 437g(a)(4)(B) and § 437g(a)(12)(A) unless you notify the Commission in writing that you wish the matter to be made public. If you intend to be represented by counsel in this matter please advise the Commission by completing the enclosed form stating the name, address and telephone number of such counsel, and a statement authorizing such counsel to receive any notifications and other communications from the Commission.

83040585214

If you have any questions, please contact Robert Bonham, the staff member assigned to this matter, at (202) 376-5690. For your information, we have attached a brief description of the Commission's procedure for handling complaints.

Sincerely,

Charles N. Steele  
General Counsel

  
By: Lawrence M. Noble  
Deputy General Counsel

Enclosures  
Complaints  
Procedures  
Designation of Counsel Statement

89040585215

GCH 1016

86 JUL 23 A10:42

MUR 2194

Tom

**KINDNESS - FOR OHIO**  
**U.S. Senator**

Kindness For Senate Committee • 35 E. Gay St. • Suite 310 • Columbus, OH 43215 • (614) 228-4040

July 17, 1986

Federal Election Commission  
919 E Street, N.W.  
Washington, D. C. 20463

To the Commission:

This letter is a request to the Commission, regarding its investigation of bank loans to the John Glenn Presidential Committee, Inc.

On June 12, 1986, the Commission found probable cause to believe that \$2 million in bank loans to the John Glenn Presidential Committee, Inc. (Glenn Committee) are not legal because they were not made on a basis that assures repayment.

On July 11, 1986, the Glenn Committee and the four Ohio banks involved filed suit in U.S. District Court for the Southern District of Ohio, Eastern Division, challenging the Commission's ruling.

The Kindness for Senate Committee (Kindness Committee) believes that the suit filed by the Glenn Committee, in effect, waives any right to confidentiality on the part of the Glenn Committee associated with the Commission's investigation and rulings of the Glenn Committee loans.

The Kindness Committee cites 2 USC 437g (a)(12)(A) which states that any notification or investigation cannot be made public without written notification and 2 USC 437g (a)(4)(B)(i) which states that written consent between the Commission and respondent is necessary for the information to become public.

It is the belief of the Kindness Committee that the suits by the banks and the Glenn Committee constitute written consent that the documentation surrounding the bank loan investigation be made public.

Therefore, the Kindness Committee is requesting that the Commission agree to make public all documentation and correspondence with the Glenn Committee, regarding the investigation of the bank loans and

RECEIVED  
U.S. SENATE  
GENERAL COUNSEL

36 JUL 23 P3:30

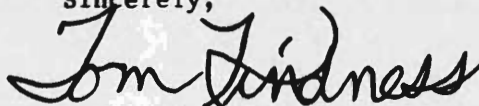
83040665216

Federal Election Commission  
July 17, 1986  
Page Two

subsequent correspondence during the period of conciliation between the  
Glenn Committee and the Commission.

We would appreciate an expedient answer.

Sincerely,

A handwritten signature in cursive script that reads "Tom Kindness". The signature is written in dark ink and is positioned above the printed name.

Thomas N. Kindness

TNK:nb

33040685217



**BAKER & HOSTETLER**

ATTORNEYS AT LAW

WASHINGTON SQUARE, SUITE 1100

1050 CONNECTICUT AVE., N.W.

WASHINGTON, D.C. 20036

(202) 661-1500

TELECOPIER: (202) 468-8387

TELEX 680-835-7878

July 21, 1986

RECEIVED THE FEC

66002

86 JUL 22 411:48

IN DENVER, COLORADO

SUITE 1100, 303 EAST 17TH AVENUE

DENVER, COLORADO 80203

(303) 881-8600

IN ORLANDO, FLORIDA

13TH FLOOR BARNETT PLAZA

ORLANDO, FLORIDA 32801

(305) 841-1111

IN VIRGINIA

437 N. LEE STREET

ALEXANDRIA, VIRGINIA 22314

(703) 549-1284

IN CLEVELAND, OHIO

3200 NATIONAL CITY CENTER

CLEVELAND, OHIO 44114

(216) 821-0200

TWR 810 421 8373

IN COLUMBUS, OHIO

65 EAST STATE STREET

COLUMBUS, OHIO 43215

(614) 228-1541

IN MARYLAND

5000 SUNNYSIDE AVE. SUITE 301

BELTSVILLE, MARYLAND 20705

(301) 837-4111

WRITER'S DIRECT DIAL NO.:

(202) 661-1543

Federal Election Commission

ATTN: Mr. Robert Bonham

999 E Street, N.W.

Washington, D.C. 20463

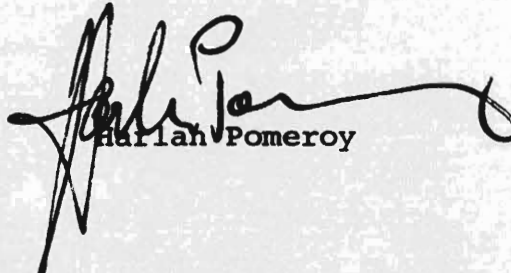
Re: MUR 2194

Dear Mr. Bonham:

This will confirm my request to you earlier today that John Glenn Presidential Committee, Inc. and Senator John Glenn Committee be granted an extension of seven days for filing their responses to your letters dated July 11, 1986. Such responses are presently due July 31 and July 29, respectively. Accordingly, we request an extension for filing our response until August 14.

Your cooperation is appreciated.

Very truly yours,

  
Harlan Pomeroy

HP/lis

8 3 0 4 0 6 5 2 1 8

86 JUL 22 P 3: 29

# Vorys, Sater, Seymour and Pease

52 East Gay Street Post Office Box 1006 Columbus, Ohio 43216-1006 Telephone (614) 464-6400 Telecopier (614) 464-6350 Telex 241346 Cable Vorys

Arthur I. Vorys  
1856-1933  
Lowry F. Sater  
1867-1935  
Augustus T. Seymour  
1873-1926  
Edward L. Pease  
1873-1924

In Washington  
Suite 1111  
1828 L Street, NW  
Washington, D.C. 20036-5104  
Telephone (202) 822-8200  
Telecopier (202) 835-0699  
Telex 440693

In Cleveland  
2100 One Cleveland Center  
1375 East Ninth Street  
Cleveland, Ohio 44114-1724  
Telephone (216) 621-7091  
Telecopier (216) 621-8366

In Cincinnati  
Suite 2100 - Atrium Two  
221 East Fourth Street  
Post Office Box 0236  
Cincinnati, Ohio 45201-0236  
Telephone (513) 421-8777  
Telecopier (513) 421-0107

Writer's Direct Dial Number

(614) 464-6318

August 1, 1986

Robert Bonham, Esq.  
Federal Election Commission  
999 E Street, N.W.  
Washington, D.C. 20463

Re: MUR 2194

Dear Mr. Bonham:

I write to confirm our telephone conference on Monday of this week concerning MUR 2194.

The Vorys firm has been designated as counsel by AmeriTrust Corporation, BancOhio National Bank, and Bank One, Columbus, N.A. In that regard, AmeriTrust's designation form is enclosed herewith and I believe BancOhio's and Bank One's will be separately forwarded to you promptly. Although the subject matter of this MUR has something in common with MUR 1689 and at least some of the counsel involved in that proceeding will be involved in this, I feel that, to protect the confidentiality, the two MUR's must be viewed as entirely separate.

The grounds for my request for an extension to August 20, 1986, are as follows. First, I have been informed that copies of the FEC's correspondence were received as follows: AmeriTrust on July 15, BancOhio on or about July 17, and Bank One on July 16. It seems to me to make sense to have a common answer day. Secondly, my own prior commitments with litigation matters in Ohio and elsewhere have been such that I have not had adequate time to prepare the Banks' separate responses to the complainant's charges. Accordingly, I appreciate your willingness to extend the Banks' time to respond to August 20, 1986, and I would appreciate receiving your written authorization in that regard.

Sincerely,

David S. Cupps

DSC/pp

RECEIVED AT THE FEC

QCC#1107

86 AUG 4 P12:13

86 AUG 4 P4:06

RECEIVED  
GENERAL COUNSEL

23040385219

**STATEMENT OF DESIGNATION OF COUNSEL**

**MUR** 2194

**NAME OF COUNSEL:** David S. Cupps **Co-Counsel:** John C. Pollock  
Leon M. McCorkle, Jr. Lewis Perelman  
**ADDRESS:** Ellen A. Efros 900 Euclid Avenue  
John Timothy Young Cleveland, OH 44115  
52 East Gay Street, P.O. Box 1008 (216) 687-5513  
**TELEPHONE:** Columbus, OH 45215  
(614) 464-6400

The above-named individuals <sup>are</sup> ~~is~~ hereby designated as ~~my~~  
counsel/for AmeriTrust Corporation and is authorized to receive any notifications and other  
communications from the Commission and to act on my behalf before  
the Commission.

AmeriTrust Corporation

July 17, 1986  
**Date**

by:   
**Signature Secretary**

**RESPONDENT'S NAME:** AmeriTrust Corporation  
**ADDRESS:** 900 Euclid Avenue  
Cleveland, OH 44115  
ATTN: John C. Pollock  
**HOME PHONE:** \_\_\_\_\_  
**BUSINESS PHONE:** (216) 687-5513

89040585220

# BAKER & HOSTETLER

ATTORNEYS AT LAW

WASHINGTON SQUARE, SUITE 1100

1050 CONNECTICUT AVE., N.W.

WASHINGTON, D.C. 20036

(202) 691-1500

TELECOPIER: (202) 466-8087

TELEX 850-238-7876

August 5, 1986

IN DENVER, COLORADO

SUITE 1100, 303 EAST 17TH AVENUE

DENVER, COLORADO 80203

(303) 661-0800

IN ORLANDO, FLORIDA

13TH FLOOR BARNETT PLAZA

ORLANDO, FLORIDA 32801

(305) 841-1111

IN VIRGINIA

437 N. LEE STREET

ALEXANDRIA, VIRGINIA 22304

(703) 846-1294

IN CLEVELAND, OHIO

3200 NATIONAL CITY CENTER

CLEVELAND, OHIO 44114

(216) 821-0800

TRX 810 461 6375

IN COLUMBUS, OHIO

65 EAST STATE STREET

COLUMBUS, OHIO 43215

(614) 228-1541

IN MARYLAND

5000 SUNNYSIDE AVE. SUITE 301

BELTSVILLE, MARYLAND 20705

(301) 837-4111

WRITER'S DIRECT DIAL NO.:

(202) 661 - 1543

Federal Election Commission

ATTN: Mr. Robert Bonham

999 E Street, N.W.

Washington, D.C. 20463

Re: MUR 2194

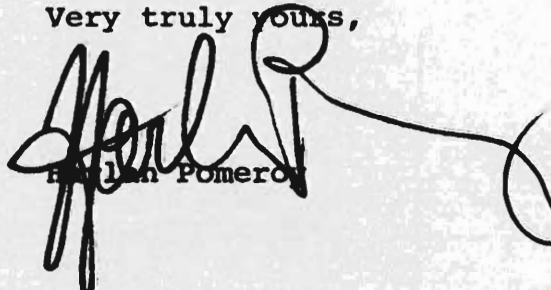
Dear Mr. Bonham:

This will confirm our telephone conversation last Friday in which we requested an extension of time on behalf of the John Glenn Presidential Committee, Inc. and Senator John Glenn Committee until August 18 for responding to the complaint filed in the above matter.

As I have previously indicated to you, some of the persons familiar with the subject matter of this MUR reside outside of the local area. In addition, vacation schedules have presented us with difficulties in assembling the necessary information and preparing a response. Once this information is assembled, we will need additional time to incorporate it into an appropriate response. We anticipate no difficulty in meeting the August 18 date.

Your help is appreciated.

Very truly yours,



William Pomeroy

HP/lis

83040635221





**FEDERAL ELECTION COMMISSION**

WASHINGTON, D.C. 20463

perm  
August 11, 1986

David S. Cupps, Esquire  
Vorys, Sater, Seymour and Pease  
52 East Gay Street  
P.O. Box 1008  
Columbus, OH 43216-1008

RE: MUR 2194  
AmeriTrust Corp.  
BancOhio National Bank  
Bank One, Columbus, N.A.

Dear Mr. Cupps:

This is in response to your letter dated August 1, 1986, requesting an extension until August 20, 1986 to respond to the complaints in the above-captioned matter. After considering the circumstances presented in your letter, the Commission has determined to grant you your requested extension. Accordingly, your response will be due on August 20, 1986.

If you have any questions, please contact Robert Bonham, the attorney assigned to this matter, at (202) 376-5690.

Sincerely,

  
Charles N. Steele  
General Counsel

83040585222



**FEDERAL ELECTION COMMISSION**

WASHINGTON, D.C. 20463

August 11, 1986

Harlan Pomeroy, Esquire  
Baker & Hostetler  
Washington Square, Suite 1100  
1050 Connecticut Avenue, N.W.  
Washington, D.C. 20036

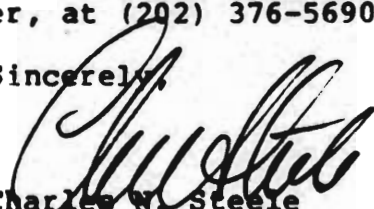
RE: MUR 2194  
John Glenn Presidential  
Committee, Inc.  
Senator John Glenn  
Committee

Dear Mr. Pomeroy:

This is in response to your letter dated August 5, 1986, requesting an extension until August 18, 1986 to respond to the complaints in the above-captioned matter. After considering the circumstances presented in your letter, the Commission has determined to grant you your requested extension. Accordingly, your response will be due on August 18, 1986.

If you have any questions, please contact Robert Bonham, the attorney assigned to this matter, at (202) 376-5690.

Sincerely,

  
Charles W. Steele  
General Counsel

330405052223

PORTER, WRIGHT,  
MORRIS & ARTHUR  
ATTORNEYS AT LAW

41 SOUTH HIGH STREET, COLUMBUS, OHIO 43215

TELECOPIER: (614) 227-2100

TWX: (810) 482-1702

DIRECT DIAL: (614) 227-2149

ROBERT W. TRAFFORD

RECEIVED AT THE FE  
GCOH-1217  
86 AUG 14 48:21

1133 15TH STREET, N.W.  
WASHINGTON, D.C. 20005  
TELEPHONE: (202) 822-0840  
TELECOPIER: (202) 822-9595  
TELEX: (810) 482-1702

1650 ATRIUM ONE,  
201 EAST FOURTH STREET  
CINCINNATI, OHIO 45202  
TELEPHONE: (513) 381-4700  
TELECOPIER: (513) 421-0991

925 EUCLID AVENUE  
SUITE 1500 HUNTINGTON BUILDING  
CLEVELAND, OHIO 44115  
TELEPHONE: (216) 443-9000  
TELECOPIER: (216) 443-9011

2100 FIRST NATIONAL BANK BUILDING  
P.O. BOX 1805  
DAYTON, OHIO 45401  
TELEPHONE: (513) 228-2411  
TELECOPIER: (513) 228-0600

August 12, 1986

Robert Bonham, Esq.  
Federal Election Commission  
999 E Street, N.W.  
Washington, D. C. 20463

Re: MUR 2194

Dear Mr. Bonham:

I am writing, as I said I would yesterday, to formally request on behalf of The Huntington National Bank an extension to August 20, 1986 of the time within which it is required to respond to MUR 2194. As you know, there are a number of respondents in MUR 2194, and it is my understanding that the others have previously sought and obtained extensions to August 20th for their response. Huntington makes this request in order that they will have sufficient time to prepare a response to the subject MUR. I am uncertain of the exact time at which my client received a notification of MUR 2194; however, I believe that the extension which I am now requesting is of less than 20 days.

I am also enclosing a copy of the statement of designation of counsel.

Very truly yours,

Robert W. Trafford

RWT:am  
enclosure

16 AUG 14 11:24

GENERAL COUNSEL

93040605224

**STATEMENT OF DESIGNATION OF COUNSEL**

**MUR** 2194

**NAME OF COUNSEL:** Robert W. Trafford

**ADDRESS:** Porter, Wright, Morris & Arthur  
41 S. High Street  
Columbus, Ohio 43215

**TELEPHONE:** (614) 227-2149

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

August 11, 1986  
Date

John W. Liebersbach  
Signature Vice President, The  
Huntington National Bank

**RESPONDENT'S NAME:** The Huntington National Bank

**ADDRESS:** c/o John W. Liebersbach  
41 S. High Street  
Columbus, Ohio 43215

**HOME PHONE:** \_\_\_\_\_

**BUSINESS PHONE:** (614) 463-4434

88040685225



# Vorys, Sater, Seymour and Pease

52 East Gay Street-Post Office Box 1008-Columbus, Ohio 43216-1008-Telephone (614) 464-6400-Telecopier (614) 464-6350-Telex 241348-Cable VORYSATER

Arthur I. Vorys  
1856-1933  
Lowry F. Sater  
1867-1935  
Augustus T. Seymour  
1873-1926  
Edward L. Pease  
1873-1924

In Washington  
Suite 1111  
1828 L Street, NW  
Washington, D.C. 20036-5104  
Telephone (202) 822-8200  
Telecopier (202) 835-0699  
Telex 440693

In Cleveland  
2100 One Cleveland Center  
1375 East Ninth Street  
Cleveland, Ohio 44114-1724  
Telephone (216) 621-7091  
Telecopier (216) 621-8366

In Cincinnati  
Suite 2100 - Atrium Two  
221 East Fourth Street  
Post Office Box 0236  
Cincinnati, Ohio 45201-0236  
Telephone (513) 421-8777  
Telecopier (513) 421-0107

Writer's Direct Dial Number

(614) 464-6237

August 13, 1986

Robert Bonham, Esq.  
Federal Election Commission  
999 E Street, N.W.  
Washington, D.C. 20463

Re: MUR 2194

Dear Mr. Bonham:

In accordance with correspondence of this office dated August 1, 1986, enclosed are Counsel Designations executed by BancOhio National Bank and Bank One, Columbus, N.A.

Very truly yours,

*John Timothy Young*  
John Timothy Young

JTY/pp

Enclosures

16 AUG 15 P 2: 59

RECEIVED  
GENERAL COUNSEL

0225090603

**STATEMENT OF DESIGNATION OF COUNSEL**

**MUR**

2194

Co-Counsel

<b>NAME OF COUNSEL:</b>	David S. Cupps	Ellen A. Efros	Joseph R. Cook
	Leon M. McCorkle	Vorys, Sater,	Senior Counsel
<b>ADDRESS:</b>	John Timothy Young	Seymour & Pease	BancOhio National Bank
	Vorys, Sater, Seymour	Suite 1111	155 East Broad Street
	and Pease	1828 L St., N.W.	Columbus, OH 43265
	P.O. Box 1008, 52 E. Gay St.	Washington, D.C.	(614) 463-7043
	Columbus, Ohio 43216-1008	20036-5104	
<b>TELEPHONE:</b>	(614) 464-6400	(202) 822-8200	

are  
The above-named individuals ~~is~~ hereby designated as ~~my~~  
counsel/ <sup>for BancOhio National Bank</sup> and ~~is~~ authorized to receive any notifications and other  
are our  
communications from the Commission and to act on ~~my~~ behalf before  
the Commission.

Aug 7<sup>th</sup> 1986  
Date

BancOhio National Bank

By: [Signature]

Signature

Title: [Signature]

**RESPONDENT'S NAME:** BancOhio National Bank

**ADDRESS:** 155 East Broad Street  
Columbus, Ohio 43265

Attn: Joseph R. Cook, Esq.

**HOME PHONE:** \_\_\_\_\_

**BUSINESS PHONE:** (614) 463-2043

89040685227

**STATEMENT OF DESIGNATION OF COUNSEL**

MUR 2194

Co-Counsel

NAME OF COUNSEL:	David S. Cupps	Ellen A. Efros	Richard G. Terapak
	Leon M. McCorkle, Jr.	Vorys, Sater,	V.P. & Gen. Counsel
	John Timothy Young	Seymour & Pease	Bank One, Columbus,
	Vorys, Sater, Seymour	Suite 1111	N.A.
	and Pease	1828 L St., N.W.	100 East Broad St.
ADDRESS:	P.O. Box 1008, 52 E. Gay St.	Washington, D.C.	Columbus, OH 43215
	Columbus, Ohio 43216-1008	20036-5104	
			(614) 463-5940
TELEPHONE:	(614) 464-6400	(202) 822-8200	

are  
The above-named individuals ~~is~~ hereby designated as ~~my~~  
for Bank One, Columbus, N.A.  
counsel/ and ~~is~~ <sup>are</sup> authorized to receive any notifications and other  
communications from the Commission and to act on <sup>our</sup> ~~my~~ behalf before  
the Commission.

8/6/82  
Date

Bank One, Columbus, N.A.

By: Richard G. Terapak  
Signature  
Title: V.P. / Senior Counsel

RESPONDENT'S NAME: Bank One, Columbus, N.S.

ADDRESS: 100 East Broad Street  
Columbus, Ohio 43215  
Attn: Richard G. Terapak

HOME PHONE: \_\_\_\_\_

BUSINESS PHONE: (614) 463-5940

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**FEDERAL ELECTION COMMISSION**

WASHINGTON, D.C. 20463

August 15, 1986

Robert W. Trafford, Esquire  
Porter, Wright, Morris & Arthur  
41 South High Street  
Columbus, OH 43215

RE: MUR 2194  
Huntington National Bank

Dear Mr. Trafford:

This is in response to your letter dated August 12, 1986, requesting an extension until August 20, 1986 to respond to the complaints in the above-captioned matter. After considering the circumstances presented in your letter, the Commission has determined to grant you your requested extension. Accordingly, your response will be due on August 20, 1986.

If you have any question, please contact Robert Bonham, the attorney assigned to this matter, at (202) 376-5690.

Sincerely

Charles N. Steele  
General Counsel

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**SENSITIVE**

RECEIVED  
OFFICE OF THE SEC  
COMMISSION SECRETARY

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

86 AUG 19 P 1: 08

**FIRST GENERAL COUNSEL'S REPORT**

DATE AND TIME  
OF TRANSMITTAL  
BY OGC TO THE  
COMMISSION: \_\_\_\_\_

MUR: 2194  
DATE COMPLAINT RECEIVED  
BY OGC: 07/03/86  
DATE OF NOTIFICATION  
TO RESPONDENTS: 07/11/86  
STAFF: Bonham/Lerner

COMPLAINANT: Gordon M. Strauss, General Counsel, on behalf  
of the Kindness for Senate Committee.

RESPONDENTS: Senator John Glenn Committee, and William J.  
Brown, as treasurer,  
John Glenn Presidential Committee, Inc., and  
William R. White, as treasurer,  
AmeriTrust Corp.,  
BancOhio,  
Bank One of Columbus, N.A., and  
Huntington National Bank.

RELEVANT STATUTES: 2 U.S.C. § 434, and  
§ 441b.

INTERNAL REPORTS  
CHECKED: MUR 1689.

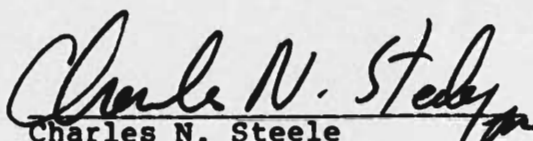
FEDERAL AGENCIES  
CHECKED: None.

On July 3, 1986, the Commission received a complaint from  
Gordon M. Strauss, General Counsel of the Kindness for Senate  
Committee, alleging violations of the Act by the Senator John  
Glenn Committee, the John Glenn Presidential Committee, Inc., and  
four Ohio financial institutions: AmeriTrust Corp., BancOhio,

Bank One of Columbus, N.A., and the Huntington National Bank.<sup>1/</sup>  
The Office of the General Counsel notified the respondents of the Commission's receipt of the complaint by letters dated July 11, 1986. Since that date, all six respondents have requested and received 20 day extensions of time to respond to the complaint. Their responses are now due on or before August 20, 1986.

The Office of the General Counsel will prepare and circulate a report discussing the legal issues raised by the Kindness complaint following this Office's receipt of the responses submitted by the respondents.

8/12/86  
Date

  
Charles N. Steele  
General Counsel

---

<sup>1/</sup> The complaint previously was submitted on June 17, 1986, but was returned to the complainant on June 23, 1986 because, although the signature on the complaint had been notarized, the complaint itself had not been sworn to.

89040585231



FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

MEMORANDUM TO: CHARLES N. STEELE  
GENERAL COUNSEL

FROM: MARJORIE W. EMMONS/CHERYL A. FLEMING *CAF*

DATE: *MWE* AUGUST 20, 1986

SUBJECT: MUR 2194 - FIRST GENERAL COUNSEL'S REPORT  
SIGNED AUGUST 19, 1986

The above-named document was received in the Office of the Secretary of the Commission Tuesday, August 19, 1986 at 1:08 P.M. and circulated on a 24 hour no-objection basis Tuesday, August 19, 1986 at 4:00 P.M.

There were no objections received in the Office of the Secretary of the Commission to the First General Counsel's Report at the time of the deadline.

330406335232

**BAKER & HOSTETLER**

ATTORNEYS AT LAW

WASHINGTON SQUARE, SUITE 1100

1050 CONNECTICUT AVE., N.W.

WASHINGTON, D.C. 20036

(202) 581-1500

TELECOPIER: (202) 498-8387

TELEX 050-838-7870

August 18, 1986

IN CLEVELAND, OHIO  
3200 NATIONAL CITY CENTER  
CLEVELAND, OHIO 44114  
(216) 621-0200  
TWX 810 421 8375

IN COLUMBUS, OHIO  
65 EAST STATE STREET  
COLUMBUS, OHIO 43215  
(614) 228-1541

IN MARYLAND  
5000 SUNNYSIDE AVE. SUITE 301  
BELTSVILLE, MARYLAND 20705  
(301) 937-4111

RECEIVED AT THE FEC  
GCC#1261  
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IN DENVER, COLORADO  
SUITE 1100, 303 EAST 17TH AVENUE  
DENVER, COLORADO 80203  
(303) 581-0600

IN ORLANDO, FLORIDA  
13TH FLOOR BARNETT PLAZA  
ORLANDO, FLORIDA 32801  
(305) 941-1111

IN VIRGINIA  
437 N. LEE STREET  
ALEXANDRIA, VIRGINIA 22314  
(703) 848-1894

WRITER'S DIRECT DIAL NO.:

(202) 551-1543

Federal Election Commission  
ATTN: Robert Bonham, Esquire  
999 E Street, N.W.  
Washington, D.C. 20463

Re: MUR 2194

Dear Mr. Bonham:

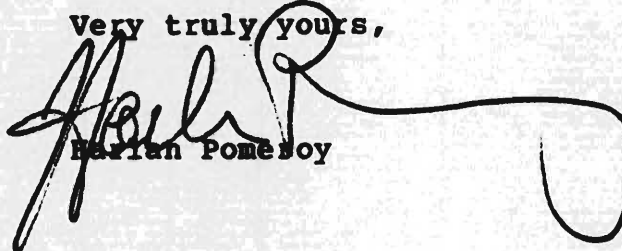
This will refer to the Federal Election Commission's letters of July 11, 1986 to John Glenn Presidential Committee, Inc. and Senator John Glenn Committee.

Enclosed is the response of the above committees, entitled Answers of Respondents Senator John Glenn Committee and John Glenn Presidential Committee, Inc. and Memorandum of Reasons for No Action.

Also enclosed is a Statement of Designation of Counsel authorizing me to represent the John Glenn Presidential Committee, Inc. I understand that a similar Statement of Designation of Counsel has been sent to the Treasurer of the Senator John Glenn Committee naming me as counsel with respect to this MUR. I will be forwarding it to you as soon as I receive it unless it has been forwarded separately to you by the Treasurer.

Your cooperation in this matter is appreciated.

Very truly yours,

  
Marian Pomeroy

HP/lis  
Enclosures

86 AUG 19 P3:32

GENERAL COUNSEL

8604065233



BEFORE THE  
FEDERAL ELECTION COMMISSION

KINDNESS FOR SENATE COMMITTEE  
Suite 310  
35 East Gay Street  
Columbus, OH 45215,

Complainant,

vs.

SENATOR JOHN GLENN COMMITTEE  
Suite 210  
236 Massachusetts Avenue, N.W.  
Washington, D.C. 20002,

and

JOHN GLENN PRESIDENTIAL  
COMMITTEE, INC.  
Suite 209  
236 Massachusetts Avenue, N.W.  
Washington, D.C. 20002,

Respondents.

MUR 2194

ANSWERS OF RESPONDENTS SENATOR JOHN GLENN COMMITTEE,  
AND JOHN GLENN PRESIDENTIAL COMMITTEE, INC.,  
AND MEMORANDUM OF REASONS FOR NO ACTION

The Respondents generally deny the "allegations" in the numbered paragraphs of the complaint. Many of these allegations mix fact and fiction and are argumentative and contentious.

However, the Respondents certainly admit the allegations in paragraphs 1 & 2. Further, the Respondents admit that the John Glenn Presidential Committee, Inc. is the authorized campaign committee for Senator John Glenn with

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respect to his unsuccessful 1984 presidential campaign and that such committee received federal matching funds. Respondents also admit the identity of the four banks in Ohio and the amounts loaned to the Presidential Committee and that such loans received publicity.

The Respondents admit that the Presidential Committee has consistently reported the loans as secured. Further, the Respondents admit that the loans are currently past due and in default with a balance due of approximately \$1.9 million and that the Presidential Committee rented its contributor list to the Senate Committee.

#### MEMORANDUM OF REASONS FOR NO ACTION

This memorandum will set out briefly some (but not all) of the reasons why the Commission should find there is no reason to believe that either Respondent has committed any violation of the Federal Election Campaign Act ("the Act"). Because the facts with respect to each Respondent are substantially different, they are discussed in separate sections.

At the outset, however, Respondents are compelled to comment on the unfortunately political nature of this Complaint. Even the most cursory review demonstrates that the Complaint was drafted for public consumption at a press conference, and not for serious and thoughtful consideration by this Commission in the exercise of its duties.

Respondents believe that the Commission should not permit itself to be used for such partisan political purposes, and should dismiss this Complaint forthwith.

Senator John Glenn Committee

This committee is supporting Senator John Glenn's campaign for re-election to the United States Senate. There is absolutely no theory in the complaint, and we know of none, upon which it could legitimately be claimed that this committee violated the Act.

Even assuming that the loans in question were not in compliance when made (which Respondents firmly believe is not the case), how could the Senate Committee have committed a violation? Nothing in the administration of the loan could possibly be a violation by the Senate Committee since it was in no way a party or otherwise involved.

The Senate Committee is a separate, unincorporated entity with separate officers and a different purpose. It had nothing to do with the original loan transaction, and has had nothing to do with repayment involving the banks and the Presidential Committee. The only possible theory that can be gleaned from the Complaint is that the Senate Committee, merely by virtue of being in existence, is a passive, gratuitous beneficiary of circumstances over which it has no control, and has thus violated the Act.

8 3 0 4 0 6 3 5 2 3 7

A review of the complaint reveals the emptiness of Complainant's contentions and its political motivations in joining this Respondent in this proceeding. The Complaint has 17 numbered paragraphs. The only allegations suggesting that the Senate Committee has done, or refrained from doing, anything are contained in paragraphs 14 and 15. Those allegations are nothing more than:

- 1) the Senate Committee rented the Presidential Committee's mailing list; and
- 2) the Senate Committee thereafter raised some money by using the list.

Such conduct does not constitute a violation of the Act. The Senate Committee has an **absolute** right to rent mailing lists, and has an absolute right to raise money. The Senate Committee is not obligated to pay the Presidential Committee's debts, and the Senate Committee is not obligated to refrain from exercising any of its lawful rights so that the Presidential Committee might allegedly benefit.

The Senate Committee has a first amendment right to raise money, and contributors have a first amendment right to contribute to the Senate Committee. Buckley v. Valeo, 424 U.S. 1 (1976). Acceptance of Complainant's theory would amount to an unconstitutional impairment of such rights.

In short, the Senate Committee has done nothing wrong and, in fact, the complaint does not even allege that the Senate Committee has done anything wrong. Complainant bases



its claim of a violation of the Act on the slender reed that the Senate Committee, assuming Complainant's interpretation of the facts, is a gratuitous third party beneficiary. Congress, however, envisioned no such notion when it passed the Act, and there is no authority, in the Commission or in the courts, for such a proposition. Moreover, it does not square with common sense.

Respondent Senate Committee has not violated the Act. The Complaint with respect to it is spurious, politically motivated, and without foundation. The Complaint is legally untenable. It should be dismissed.

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John Glenn Presidential Committee

In grouping the various paragraphs of the complaint into some sort of orderly presentation, it appears that complainant asserts three theories of non-compliance with the Act on the part of Respondent John Glenn Presidential Committee, Inc. They are:

- 1) that the loans were improper when made because they were neither secured nor collateralized (paragraphs 4, 5, 6, 11 and 17);
- 2) that the Presidential Committee has not been sued or otherwise subjected to legal process at the hands of the banks, and the Presidential Committee has thereby violated the Act (paragraphs 7, 9, 10, 12 and 13); and
- 3) that the Presidential Committee, by renting its mailing list to the Senate Committee, has passed on to the Senate Committee a fund raising opportunity the Presidential Committee should have used, and thereby made a contribution to the Senate Committee (paragraphs 14, 15, 16 and 17).

Each of these theories is discussed briefly below, and that discussion will demonstrate the folly in which complainant is asking the Commission to indulge by proceeding with this matter.

1. Security And Collateral. At the outset, it should be noted that the issue of security and collateral for the loans goes to the question of compliance with the Act when the loans were made. These issues are the subject of separate proceedings (MUR 1689 and related litigation). Those proceedings were in a conciliation stage, and, for a variety of reasons were made public and known to Complainant when it filed this Complaint. The fact that Complainant raises the

issues again in this proceeding, when the result of the prior proceeding was favorable to Complainant's position anyway, is further evidence that this proceeding is politically motivated and that Complainant is attempting to use this Commission for its own partisan ends.

In any event, even though the Complaint contains a variety of allegations with respect to the original loans, this Commission has already concluded its investigation of that matter. There is nothing further that the Commission can do. It has already indicated that enforcement action has been authorized. The issue is now beyond the Commission's reach and will be finally resolved in other forums.

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2. Repayment. The second area of alleged non-compliance relates to the repayment program subsequent to Senator Glenn's withdrawal from the presidential race.

The essence of the alleged violation is that the Presidential Committee is in non-compliance because the four banks have not commenced legal proceedings to collect the unpaid balances of the loans. Respondent submits this is not a matter over which it has control. Nothing in the Federal Election Campaign Act makes it unlawful for a political committee to communicate with creditors and reaffirm the obligation and intent to pay. Such activity is commonplace in the aftermath of political campaigns. A commercial venture with debts and cash flow difficulties would also do the same thing. This is common practice.

Banks are not in the business of putting people out of business. If a bank can make an objective judgment that working with a delinquent debtor will be more likely to produce eventual repayment than to foreclose, padlock the doors, and liquidate, then a bank is free to act accordingly. And it is free to do so equally whether it is dealing with a business or a political committee. Certainly it is not wrong for the Presidential Committee to acquiesce in the banks' judgment. The Committee has no choice.

Complainant is asking this Commission to substitute its judgment for that of the banks in deciding which course of action is most likely to eventually produce repayment. In the



absence of a showing that the judgment of the banks is arbitrary, capricious, and unsupported by any facts, Respondent believes that the Commission should not attempt to put itself in the place of the banks.

Respondent's activities in its dealings with the banks in the post-campaign period have been entirely proper, businesslike, and consistent with what any other commercial borrower might do under similar circumstances. There is no reason to believe that Respondent has violated the Act, and the Complaint should be dismissed.

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3. Direct Mail. The last theory run up the flagpole by Complainant is that Respondent John Glenn Presidential Committee, by renting its mailing list to Respondent Senator John Glenn Committee, has violated the Act because it should have used the list itself. There are two obvious responses to this grasping at straws by complainant.

First, it takes money -- up front -- to run a direct mail program. The postal service does not bill for postage, and Respondent knows that printers will be reluctant to extend it credit. The Presidential Committee simply did not have the working capital to do its own mailing, so it did the next best thing by renting the list for a fee in order to generate some revenues for the Presidential Committee. \*

The second response is based on constitutional considerations. It has previously been asserted -- from the Senate Committee's perspective -- that it has an absolute first amendment right to rent lists whenever it can, and to use such lists to raise money for political expression. Buckley v. Valeo, supra.

From the Presidential Committee's viewpoint, any governmental action that would prevent it from exercising its rights to realize value from its property would be confiscatory, and a denial of due process. Similarly, any governmental action that would attempt to dictate in this case

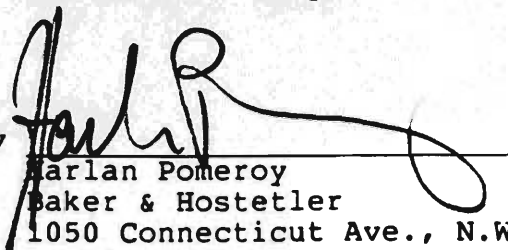
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\* The list was of less value to the Presidential Committee since it contained the names of numerous contributors who had given the maximum amount permitted under the law.

that Respondent should mail to persons on its list when it did not have the money to do so, rather than rent the list when it could realize revenues for it, would be discriminatory and a denial of equal protection.

In summary, Complainant's allegations are a collection of spurious, politically motivated, and unfounded contentions, statements and arguments that do nothing to advance the administration of the Federal Election Campaign Act, and should do even less to advance his own campaign. The Commission should find there is no reason to believe that Respondents have violated the Act, and the Complaint should be dismissed.


By

  
Harlan Pomeroy  
Baker & Hostetler  
1050 Connecticut Ave., N.W.  
Washington, D.C. 20036  
202/861-1543

COUNSEL:

KAPLAN RUSSIN & VECCHI

By

  
William R. White  
1218 16th Street, N.W.  
Washington, D.C. 20036  
202/638-0060

Washington )  
District of Columbia) SS

William R. White, Treasurer of John Glenn Presidential Committee, Inc., being duly sworn, says that he has personal knowledge of the facts set forth above and that they are correct to the best of his knowledge and belief..

  
William R. White

Date: August 18, 1986

Subscribed and sworn to before me this 18th day of  
August, 1986.

Karen S. Krueger  
Notary Public

my Commission Expires: 10/31/92

38040635245



**STATEMENT OF DESIGNATION OF COUNSEL**

**MUR** \_\_\_\_\_

**NAME OF COUNSEL:** Harlan Pomeroy, Esquire

**ADDRESS:** Baker & Hostetler

1050 Connecticut Avenue, N.W., Suite 1100

Washington, D.C. 20036

**TELEPHONE:** 202/861-1543

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

7/24/86  
Date

William R. White  
Signature

**RESPONDENT'S NAME:** John Glenn Presidential Committee, Inc.

**ADDRESS:** 236 Massachusetts Avenue, N.E.  
Washington, D.C. 20002

**HOME PHONE:** \_\_\_\_\_

**BUSINESS PHONE:** 675-6440

38040685246

# Vorys, Sater, Seymour and Pease

52 East Gay Street - Post Office Box 1008 - Columbus, Ohio 43216-1008 - Telephone (614) 464-6400 - Telecopier (614) 464-6350 - Telex 241348 Cable, VORSEATER

Arthur I. Vorys  
1856-1933  
Lowty F. Sater  
1867-1935  
Augustus T. Seymour  
1873-1926  
Edward L. Pease  
1873-1924

In Washington  
Suite 1111  
1828 L Street, NW  
Washington, D. C. 20036-5104  
Telephone (202) 822-8200  
Telecopier (202) 835-0699  
Telex 440693

In Cleveland  
2100 One Cleveland Center  
1375 East Ninth Street  
Cleveland, Ohio 44114-1724  
Telephone (216) 621-7091  
Telecopier (216) 621-8366

In Cincinnati  
Suite 2100 - Atrium Two  
221 East Fourth Street  
Post Office Box 0236  
Cincinnati, Ohio 45201-0236  
Telephone (513) 421-8777  
Telecopier (513) 421-0107

Writer's Direct Dial Number

(614) 464-6237

August 19, 1986

Robert Bonham, Esq.  
Federal Election Commission  
999 E Street, N.W.  
Washington, D.C. 20463

Re: MUR 2194  
AmeriTrust Corporation

Dear Mr. Bonham:

We have been designated counsel to AmeriTrust Corporation (the "Corporation") in connection with MUR 2194. The period in which the Corporation may demonstrate that no action should be taken against it was previously extended by agreement of the parties until August 20, 1986.

Enclosed is an Affidavit of the Corporation in response to the Complaint giving rise to MUR 2194. As is stated in that Affidavit, the Corporation is not a bank and has not extended credit to either the John Glenn Presidential Committee Inc. or the Senator John Glenn Committee as alleged or inferred in the Complaint. Accordingly, no action should be taken against the Corporation and the Complaint should be dismissed as it relates to AmeriTrust Corporation.

Very truly yours,

*Timothy Young*  
John Timothy Young

JTY/pp

Enclosure

QCC# 1286  
RECEIVED AT THE FEC

HAND DELIVERED  
86 AUG 20 10 53 AM '86

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83040685247

BEFORE THE FEDERAL ELECTION COMMISSION

County of Cuyahoga:

SS:

State of Ohio :

AFFIDAVIT


Re: Matter Under Review ("MUR") 2194  
Ameritrust Corporation ("Company")

The undersigned, Ivan Kramer, being duly sworn and cautioned,  
hereby deposes and says:

1. He currently is employed as the Assistant Secretary of the Company.
2. The Company is a corporation organized under the laws of the State of Delaware, is not a bank and is not engaged in the business of lending money.
3. The Company has not extended credit to either the John Glenn Presidential Committee Inc. or the Senator John Glenn Committee.

Further Affiant sayeth naught.

Dated: August 15, 1986

  
Ivan Kramer

Sworn to and subscribed before me, a Notary Public, by  
Ivan Kramer on this 15th day of August, 1986.

  
Notary Public

THOMAS P. BUTLER, JR., Attorney At Law  
Notary Public - State of Ohio  
My commission has no expiration date.  
Section 147.83 R.C.

88040685248

CC# 1282  
FEC

**PORTER, WRIGHT, MORRIS & ARTHUR**  
ATTORNEYS AT LAW

**HAND DELIVERED**

86 1100 18th STREET, N.W.  
WASHINGTON, D.C. 20005

TELEPHONE: (202) 822-0840  
TELECOPIER: (202) 822-0555  
TELEX: (810) 482-1702

41 SOUTH HIGH STREET  
COLUMBUS, OHIO 43215  
TELEPHONE: (614) 227-2000  
TWX: 810-482-1702  
TELECOPIER: (614) 227-2100

1650 ATRIUM ONE,  
201 EAST FOURTH STREET  
CINCINNATI, OHIO 45202  
TELEPHONE: (513) 381-4700  
TELECOPIER: (513) 421-0991

925 EUCLID AVENUE  
SUITE 1500 HUNTINGTON BUILDING  
CLEVELAND, OHIO 44115  
TELEPHONE: (216) 443-9000  
TELECOPIER: (216) 443-9011

2100 FIRST NATIONAL BANK BLDG.  
P.O. BOX 1805  
DAYTON, OHIO 45401  
TELEPHONE: (513) 228-2411  
TELECOPIER: (513) 228-0800

WRITER'S DIRECT DIAL:

August 20, 1986

Robert Bonham, Esq.  
Federal Election Commission  
999 E. Street, N.W.  
Washington, D. C. 20463

Re: MUR 2194 - The Huntington National Bank

Dear Mr. Bonham:

This letter constitutes The Huntington National Bank's ("Huntington") response to the complaint filed by the Kindness for Senate Committee, Matter Under Review 2194 ("Kindness Complaint"). For the reasons discussed below, Huntington respectfully submits that the Kindness Complaint is legally and factually without merit and warrants no action by the Commission.

The gist of the Kindness Complaint is that the Huntington and the three other respondent banks that made loans in 1984 to the John Glenn Presidential Committee, Inc. ("Presidential Committee") have, by virtue of an alleged moratorium on the repayment of that debt, made an illegal contribution to the John Glenn Senate Committee ("Senate Committee"). The factual premise upon which the Kindness Complaint proceeds -- that the Huntington has granted the Presidential Committee a moratorium on loan repayments -- is simply wrong.

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GENERAL COUNCIL



Huntington has granted no moratorium to the Presidential Committee with respect to any of its required payments on the loan made to that Committee by Huntington. Rather, Huntington, and the three other respondent banks, have "called" the Presidential Committee's note and have demanded immediate and full payment. This action was taken on May 6, 1986. Moreover, while Huntington, as it would do with respect to any other loan in similar circumstances, agreed to several extensions of the due date of its loan to the Presidential Committee,<sup>1</sup> it never excused the monthly interest payments. Indeed, the Glenn Presidential Committee made the monthly interest payments as required by the loan documents through November 1985. Huntington has received a total of approximately \$105,000 in interest payments on its \$500,000 loan.

While it is true the Presidential Committee has not made any interest payments since the payment, for the month of November, 1985 (made in December 1985),<sup>2</sup> it is not because Huntington has excused the Presidential Committee from those payments. Rather, quite the opposite is true. The Presidential Committee did seek a moratorium on such payments but that request was denied by Huntington. The fact that Huntington has not received the interest payments to which it is entitled is in no way the result of any failure by Huntington to demand that those payments be made. Rather, as is apparent to any impartial observer, the Glenn Committee lacks the financial capacity to make those payments at present. The Huntington has, and will continue, to make every commercially reasonable effort to obtain the sums due it from the Presidential Committee. The Huntington has, and will

---

<sup>1</sup> The loan's due date was extended from March 28, 1985 to June 30, 1985, from June 30, 1985 to September 30, 1985, from September 30, 1985 to December 31, 1985, and from December 31, 1985 to January 15, 1986. Each such extension required the continued monthly payment of interest and was granted on a basis entirely consistent with the manner in which Huntington would have handled any other loan under similar circumstances. Requests by the Glenn Presidential Committee to extend the loan to March 16 and May 15, 1986 were denied by Huntington.

<sup>2</sup> The Committee did, however, subsequently make \$20,000 in premium payments to keep in place the life insurance policy on Senator Glenn's life.

Robert Bonham, Esq.  
August 20, 1986  
Page 3

continue, to take the same kind of action with respect to its loan to the Presidential Committee that it would with respect to any other loan in similar circumstances.

The Kindness Complaint is also without merit as a matter of law. The Kindness Committee asserts that Huntington and the three other respondent banks' alleged forbearance from collecting the sums due them from the Presidential Committee constitutes a contribution from those banks to the Senate Committee. There is no basis in the Federal Election Campaign Act ("Act"), or any regulation, ruling, or case under the Act to support the Kindness Complaint's legal theory. Even assuming, contrary to fact, that Huntington had agreed to a moratorium on payments by the Presidential Committee, such a moratorium would not constitute a contribution to the Senate Committee. Forbearance from collection of a debt from one campaign committee does not, under any applicable law, constitute a contribution to some other campaign committee.

In short, the Kindness Complaint is based on false factual premises and patently unsupportable legal theories. Huntington respectfully submits that the Kindness complaint warrants no action by the Commission.

Very truly yours,

*Robert W. Trafford*  
Robert W. Trafford

PORTER, WRIGHT,  
MORRIS & ARTHUR

88040605251

# Vorys, Sater, Seymour and Pease

52 East Gay Street-Post Office Box 1006-Columbus, Ohio 43216-1006-Telephone (614) 464-6400-Telecopier (614) 464-6350-Telex 241348-Cable VORYSATER

Arthur I. Vorys  
1856-1933  
Lowry F. Sater  
1867-1935  
Augustus T. Seymour  
1873-1926  
Edward L. Pease  
1873-1924

In Washington  
Suite 1111  
1828 L Street, NW  
Washington, D. C. 20036-5104  
Telephone (202) 822-8200  
Telecopier (202) 835-0699  
Telex 440693

In Cleveland  
2100 One Cleveland Center  
1375 East Ninth Street  
Cleveland, Ohio 44114-1724  
Telephone (216) 621-7091  
Telecopier (216) 621-8366

In Cincinnati  
Suite 2100 - Atrium Two  
221 East Fourth Street  
Post Office Box 6236  
Cincinnati, Ohio 45201-0236  
Telephone (513) 421-8777  
Telecopier (513) 421-0107

Writer's Direct Dial Number

(614) 464-6237

August 19, 1986

Robert Bonham, Esq.  
Federal Election Commission  
999 E Street, N.W.  
Washington, D.C. 20463

Re: MUR 2194  
Bank One, Columbus, N.A.

Dear Mr. Bonham:

We have been designated counsel to the Bank in connection with MUR 2194. The period in which the Bank may demonstrate that no action should be taken against it was previously extended by agreement of the parties until August 20, 1986.

MUR 1689 involves the loans which are sought to be put at issue in MUR 2194. The proceedings in MUR 1689 have now resulted in litigation in the United States District Court for the Southern District of Ohio. It appears that the issues sought to be raised in the MUR 2194 Complaint will be resolved as a result of the litigation.

Enclosed is an affidavit of the Bank with respect to its position in the litigation concerning loans to The John Glenn Presidential Committee Inc. ("Presidential Committee"). The second issue which appears to be raised by the MUR 2194 Complaint is that there exists some form of implied loan to the Senator John Glenn Committee ("Senate Committee"). This issue is addressed in a second affidavit of the Bank enclosed herewith which sets forth the facts with respect to the Bank's relationship with the Senate Committee.

A search of the appropriate records discloses that the Presidential Committee is a corporation organized under the laws of the District of Columbia. See Hazlbeck Affidavit enclosed. We understand from the Bank and from counsel to the Senate Committee that the Senate Committee is an unincorporated entity. Therefore, the Presidential Committee and the Senate Committee are separate entities. Accordingly, a loan to one entity should not, and cannot, be construed as a loan or extension of credit to the other.

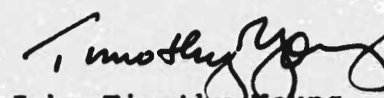
Robert Bonham, Esq.

Page 2

August 19, 1986

Given that the issue raised by the MUR 2194 Complaint with respect to the Presidential Committee will be otherwise resolved and that no real issue with respect to the Senate Committee has been raised by the Complaint or could be raised, it seems appropriate that the Commission dismiss the MUR 2194 Complaint with respect to the Bank or, in the alternative, stay proceedings with respect thereto pending the outcome of the Ohio litigation.

Very truly yours,

  
John Timothy Young

JTY/pp

Enclosure

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**BAKER & HOSTETLER**

ATTORNEYS AT LAW

WASHINGTON SQUARE, SUITE 1100

1080 CONNECTICUT AVE., N.W.

WASHINGTON, D.C. 20036

(202) 661-1500

TELECOPIER: (202) 466-8067

TELEX 650-935-7079

September 12, 1986

IN CLEVELAND, OHIO  
3200 NATIONAL CITY CENTER  
CLEVELAND, OHIO 44114  
(216) 621-0200  
TAX 810-481-8375

IN COLUMBUS, OHIO  
65 EAST STATE STREET  
COLUMBUS, OHIO 43215  
(614) 225-1341

IN MARYLAND  
8000 SUNNYSIDE AVE. SUITE 301  
BELTSVILLE, MARYLAND 20705  
(301) 937-4111

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DENVER, COLORADO  
SUITE 1100, 303 EAST 17TH AVENUE  
DENVER, COLORADO 80203  
(303) 881-0200

IN ORLANDO, FLORIDA  
13TH FLOOR BARNETT PLAZA  
ORLANDO, FLORIDA 32801  
(305) 841-1111

IN VIRGINIA  
437 N. LEE STREET  
ALEXANDRIA, VIRGINIA 22314  
(703) 649-1264

WRITER'S DIRECT DIAL NO.:

(202) 661-1543

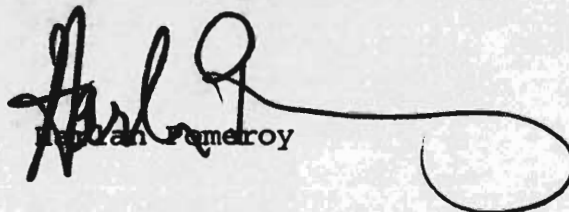
Federal Election Commission  
ATTN: Robert Bonham  
999 E Street, N.W.  
Washington, D.C. 20463

Re: MUR 2194

Dear Mr. Bonham:

Enclosed is a Statement of Designation of  
Counsel constituting me counsel for Senator John Glenn  
Committee in connection with MUR 2194.

Very truly yours,

  
Arthur Pomeroy

HP/lis

Enclosure

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GENERAL COUNSEL

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*Send to Harlan*

**STATEMENT OF DESIGNATION OF COUNSEL**

**NUR** 2194

**NAME OF COUNSEL:** Harlan Pomeroy, Esquire

**ADDRESS:** Baker & Hostetler

1050 Connecticut Avenue, N.W., Suite 1100

Washington, D.C.

**TELEPHONE:** 202/861-1543

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

8/18/86  
Date

*William J. Meenan*  
Signature

**RESPONDENT'S NAME:** Senator John Glenn Committee

**ADDRESS:** 236 Massachusetts Avenue, N.E.

Suite 210

Washington, D.C. 20002

**HOME PHONE:** \_\_\_\_\_

**BUSINESS PHONE:** 202/675-6441

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BEFORE THE FEDERAL ELECTION COMMISSION

RECEIVED  
OFFICE OF THE FEC  
COMMISSION SECRETARY

In the Matter of the )  
)  
Senator John Glenn Committee, and )  
William T. Brown, as treasurer, )  
John Glenn Presidential Committee, )  
Inc., and William R. White, as )  
treasurer, )  
AmeriTrust Co., )  
AmeriTrust Corp., )  
BancOhio National Bank, )  
Bank One of Columbus, N.A., and )  
Huntington National Bank. )

MUR 2194

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SENSITIVE

GENERAL COUNSEL'S REPORT

On July 3, 1986, the Commission received a complaint from Gordon M. Strauss, as General Counsel of the Kindness for Senate Committee, alleging violations of the Act by the Senator John Glenn Committee ("Senate Committee"), the John Glenn Presidential Committee, Inc. ("Presidential Committee"), and four Ohio financial institutions: AmeriTrust Corp., BancOhio, Bank One of Columbus, N.A., and the Huntington National Bank.<sup>1/</sup> The Office of the General Counsel notified the respondents of the Commission's receipt of the complaint by letters dated July 11, 1986. Following their receipt of the Commission's notification letters, counsel for the four financial institutions and the two committees requested and received extensions of time in which to submit responses to the complaint. See First General Counsel's

<sup>1/</sup> The complaint, which is split into two parts, one containing the allegations against the Glenn Committees and the other containing the allegations against the financial institutions, previously was submitted on June 17, 1986, but was returned to the complainant on June 23, 1986 because, although the signatures on the complaint had been notarized, the complaint itself had not been sworn to.

Report, MUR 2194 (dated August 18, 1986). Finally, the respective counsel filed timely responses for each of their clients. Attachments 1 through 5.

The Office of the General Counsel now recommends that the Commission determine to take no action at this time regarding the the issue of whether AmeriTrust Co., BancOhio National Bank, Bank One of Columbus, N.A., and the Huntington National Bank violated 2 U.S.C. § 441b by making loans outside the ordinary course of business to the John Glenn Presidential Committee, Inc, or the issue of whether the Presidential Committee and William R. White, as treasurer, violated § 441b by accepting those loans, because that issue has already been dealt with in MUR 1689. The Office of the General Counsel recommends, however, that the Commission find reason to believe that the Presidential Committee and Mr. White, as treasurer, violated 2 U.S.C. § 434 by misreporting the loans from AmeriTrust Co., BancOhio, Bank One and Huntington National as "secured," because that allegation was not raised in any of the previous MURs involving the bank loans. Next, the Office of the General Counsel recommends that the Commission find reason to believe that AmeriTrust Co., BancOhio, Bank One and the Huntington National Bank violated 2 U.S.C. § 441b by making additional contributions to the Presidential Committee and the Senate Committee by extending the due dates for payment of principal and/or interest by the Presidential Committee on the loans, and not requiring timely payment of the principal and/or interest when due, and that those committees and their

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treasurers, William R. White and William T. Brown, respectively, violated 2 U.S.C. §§ 441b and 434 by accepting those contributions and failing to report them.<sup>2/</sup>

Finally, the General Counsel's Office recommends that the Commission reject the Kindness's Committee's request that the Commission's investigation of the Glenn bank loans be made public.

I. BACKGROUND.

A. The Loans.

John Glenn was an unsuccessful candidate for the Democratic Party nomination for the office of President of the United States in 1984. The John Glenn Presidential Committee, Inc. was and is the authorized principal campaign committee for that campaign. In addition, Mr. Glenn was a candidate for reelection to the United States Senate from Ohio in the November 1986 election. The Senator John Glenn Committee is the authorized principal campaign committee for this latter campaign.<sup>3/</sup>

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<sup>2/</sup> The Office of the General Counsel recommends that the Commission find no reason to believe that AmeriTrust Corp., which was erroneously named as a respondent in the complaint, violated 2 U.S.C. § 441b by making contributions to the Presidential Committee and the Senate Committee (according to the Presidential Committee's reports, AmeriTrust Co., not AmeriTrust Corp., made the loan to the Presidential Committee), and close the file in this matter with respect to AmeriTrust Corp. Similarly, the General Counsel's Office recommends that the Commission find no reason to believe that the Glenn Committees and their treasurers violated 2 U.S.C. §§ 441b and 434 by accepting the alleged contributions from AmeriTrust Corp., and failing to report, or misreporting them.

<sup>3/</sup> The complainant Kindness Committee is the authorized principal campaign committee for Congressman Thomas N. Kindness, Senator Glenn's Republican opponent in the November 4, 1986 general election.

During 1984, the Presidential Committee received \$500,000 loans from four Ohio banks: BancOhio National Bank, Bank One of Columbus, N.A.; and the Huntington National Bank (each of which were named as respondents in the Kindness Committee complaint); and AmeriTrust Co. (a subsidiary of the respondent AmeriTrust Corp.). As "collateral" for these loans, the banks, which are all corporations or national banks with offices in Ohio, accepted letters from eighteen major contributors to the Presidential Committee indicating the contributors' support for the Presidential Committee's efforts, but not guaranteeing the loans. The Presidential Committee has consistently reported the loans, which were originally due on March 28, 1985, as "secured" on its reports to the Commission.

Initially, the Presidential Committee made the monthly installment payments of principal and interest on the loans required by its loan agreements with the four banks. On or about November 1, 1986, however, the Presidential Committee unilaterally suspended those payments. Complaint ¶ 7. The Presidential Committee subsequently asked the banks to grant the Presidential Committee a moratorium on all payments until March 1, 1987, so that the Senate Committee could raise funds for Glenn's senate race unfettered by the preexisting loans, which by then already were in default. See Complaint ¶ 9. The Presidential Committee asked the banks simply to add the accruing interest on the loans to the unpaid balances, thus increasing the Presidential Committee's indebtedness to the banks, without

requiring any additional collateral or other security. Id.

On or about February 25, 1986, three of the banks (AmeriTrust, BancOhio and Bank One) granted the Presidential Committee's request for a moratorium, but only until May 15, 1986, at which time all interest and principal on the loans would be immediately due and payable. Complaint ¶ 10. The other bank (Huntington National) granted the Presidential Committee an extension on the payment of principal (but not interest) on its loan to the Presidential Committee until January 15, 1986, but denied subsequent requests by the Presidential Committee to further extend the loan to March 16 and May 16, 1986. See Huntington National Response, Attachment 5, at 2 and N.1. The Presidential Committee subsequently failed to make any of the interest payments due to Huntington National, and that bank then "called" the Presidential Committee's loan on May 6, 1986. Id. Thus, the loans from all four banks were "due" on or before May 15, 1986. Instead of paying the loans when due, however, the Presidential Committee informed the banks that the debts would not be repaid until after the November 4, 1986 general election, and that no major effort by the Presidential Committee to solicit funds to repay the loans should be expected until that time. Complaint ¶ 12. Indeed, the Presidential Committee had already rented its contributor lists, which could have been used to solicit funds to repay the loans, to the Senate Committee and another organization, the National Counsel on Public Policy (whose address is the same as that of the Presidential Committee), for \$7,900 and \$9,500, respectively. Complaint ¶ 14.

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Although the Presidential Committee has continued to make other expenditures (including \$20,000 in premium payments on an insurance policy on Senator Glenn's life, which was required by the loan agreements), the Committee has made no payments since November 1, 1985 on any of the four loans. Complaint ¶ 14. Meanwhile, interest continues to accrue on the loans, with at least three of the banks adding the interest to the unpaid principal amount of the loans. Id. The Presidential Committee, however, has not reported this interest owed to the banks on its FEC reports.

Finally, the banks apparently have made no serious efforts to collect the loans. Complaint ¶ 14. Although the banks filed a suit against the Commission seeking a declaratory judgment that the loans were legal, the banks have not instituted collection proceedings against the Presidential Committee.

**B. The Administrative Complaint.**

As previously mentioned, the Kindness Committee filed a complaint alleging violations by the Presidential Committee, the Senate Committee, and four financial institutions. That complaint essentially alleges two different sets of violations by respondents.

First, the complaint alleges that the initial granting of the \$500,000 loans to the Presidential Committee by the four financial institutions was outside the normal course of business because the Presidential Committee never gave the institutions any "assurance" that the loans would be repaid. The complaint

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alleges that the loans, therefore, constitute prohibited contributions by the named respondents to the Presidential Committee in violation of 2 U.S.C. § 441b. The complaint also alleges that the Presidential Committee violated 2 U.S.C. §§ 441b and 434 by accepting the loans and incorrectly reporting them as "secured."

Second, the complaint alleges that, at the Presidential Committee's request, the financial institutions made additional contributions in violation of 2 U.S.C. § 441b to both the Presidential and Senate Committees by permitting the Presidential Committee to suspend its fundraising efforts until after the November 1986 general election, thus enabling the Senate Committee to solicit contributions for Glenn's reelection campaign from potential Presidential Committee contributors without competing with the Presidential Committee for those funds. The complaint also alleges that both Glenn Committees violated 2 U.S.C. § 441b by accepting these additional contributions. This allegation of additional contributions by the financial institutions to the Senate Committee is relatively straightforward -- the financial institutions have increased the Senate Committee's fundraising capability by not requiring timely repayment of the Presidential Committee's outstanding loans from what the complaint implies is a limited pool of Glenn contributions. The allegation of additional contributions to the Presidential Committee apparently is premised on the theory that the financial institutions granted the Presidential Committee

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additional extensions of credit or loans each time that committee defaulted on a loan payment and/or additional interest accrued and the financial institutions did not take steps to collect that amount. The complaint asserts that these additional loans were outside the normal course of business because the financial institutions did not seek any additional assurances of repayment from the Presidential Committee, and these additional loans were granted even though the financial institutions knew there was little, if any, hope of repayment.

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The complaint further contends that the financial institutions made, and the Glenn Committees accepted, similar additional contributions in violation of 2 U.S.C. § 441b when the financial institutions permitted the Presidential Committee to rent its contributor solicitation lists to the Senate Committee and the National Council on Public Policy, thereby "depreciating" an asset upon which the institutions previously could have relied upon for repayment. According to the complaint, the receipts that the Senate Committee and the Policy Council derived from their use of the lists represent funds that the financial institutions gave up their right to collect as loan repayments from the Presidential Committee. By permitting the Presidential Committee to rent its lists to the Senate Committee, the financial institutions allegedly permitted the Senate Committee to use the proceeds to influence Glenn's reelection campaign. The complaint alleges that both Glenn Committees also violated 2 U.S.C. § 434 by failing to report these additional contributions.

**C. Respondents' Submissions.**

In their responses, the respondents propose numerous reasons why they believe the Commission should find no reason to believe that violations occurred and dismiss the Kindness complaint.

Initially, the two Glenn Committees assert that the complaint "was drafted for public consumption at a press conference, and not for serious and thoughtful consideration by" the Commission. Attachment 1 at 2. The Committees imply that the filing of such a "partisan political" complaint constitutes an abuse of process that the Commission should not condone. Attachment 1 at 3, and 7.

Next, with respect to the allegations regarding the lack of security or collateral for the original loans, the Glenn Committees suggest that because the Commission already has concluded its investigation and filed suit with respect to MUR 1689 (which involved the original granting of the loans), the Commission is precluded from taking further administrative enforcement actions with respect to those loans. Attachment 1 at 6-7. Similarly, two of the financial institutions (BancOhio and Bank One), both of whom assert without explanation that the loans were legal, propose that the Commission defer action on the loans pending resolution of the aforementioned litigation. Attachments 2 and 3 at 2. The third respondent (AmeriTrust Corp.) asserts that it neither is a bank nor has extended credit to either of the Glenn committees. Attachment 4 at 1. AmeriTrust Corp., therefore, contends that the complaint should be dismissed with

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respect to it. The final respondent (Huntington National) does not respond to the allegations in the complaint regarding the original granting of the loans. See Attachment 5.

Finally, the respondents make numerous arguments with respect to the additional prohibited contributions to the Glenn Committees that allegedly resulted from the financial institutions "acquiescence" in the Presidential Committee's default on the loans and the rental of its contributor solicitation lists.

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BancOhio and Bank One, for example, both deny that they made contributions to the Senate Committee because examinations of their records conducted after they received notification of the Kindness complaint do not show any loans to the Senate Committee. BancOhio claims that it has no record of any accounts for the Senate Committee. Bank One claims that the only accounts that appear on its records for the Senate Committee are ordinary savings, checking, VISA and certificate of deposit accounts. Furthermore, both banks contend that the two Glenn Committees are separate entities, and that a loan to the Presidential Committee therefore should not, and cannot, be construed as a loan or extension of credit to the Senate Committee.

The Huntington National Bank denies that it granted the Presidential Committee a moratorium on its loan. Instead, Huntington asserts that, although it extended the due date on its loan, the bank has never excused the Presidential Committee from



making monthly interest payments. Huntington goes on to argue that

[t]he fact that Huntington has not received the interest payments to which it is entitled is in no way the result of any failure by Huntington to demand that those payments be made. Rather, as is apparent to any impartial observer, the Glenn Committee lacks the financial capacity to make those payments at present. The Huntington has, and will continue, to make every commercially reasonable effort to obtain the sums due it from the Presidential Committee. The Huntington has, and will continue, to take the same kind of action with respect to its loan to the Presidential Committee that it would with respect to any other loan in similar circumstances.

Attachment 5 at 2-3. Huntington also denies that there is any legal basis for the Kindness complaint's theory that the banks' alleged forbearance from collecting the sums due them by the Presidential Committee creates contributions from the banks to the Senate Committee.

Finally, the Glenn Committees deny that they should be considered to have received prohibited contributions merely because the banks have failed to commence legal proceedings against them to collect the unpaid balances on the loans. According to the committees, they are simply "passive, gratuitous beneficiar[ies] of circumstances over which [they have] no control. . . ." Attachment 1 at 3. They argue that this is particularly true with respect to the Senate Committee since, as a separate entity with different officers and a different purpose, it was in no way a party to the loans. The Glenn Committees also suggest that the Commission should not attempt to

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second guess the banks' failure to sue on the loans:

Banks are not in the business of putting people out of business. If a bank can make an objective judgment that working with a delinquent debtor will be more likely to produce eventual repayment than to foreclose, padlock the doors, and liquidate, then a bank is free to act accordingly. And it is free to do so equally whether it is dealing with a business or political committee.

Complainant is asking this Commission to substitute its judgment for that of the banks in deciding which course of action is most likely to eventually produce repayment. In the absence of a showing that the judgment of the banks is arbitrary, capricious, and unsupported by any facts, Respondent [sic] believes that the Commission should not attempt to put itself in the place of the banks.

Attachment 1 at 8-9.

## II. LEGAL ANALYSIS

The Act expressly prohibits national banks from making any contribution or expenditure in connection with any election to any political office. 2 U.S.C. § 441b(a). The term contribution is defined to include any gift, loan, advance, or deposit of money or anything of value made to any candidate or campaign committee in connection with any election for Federal office. 2 U.S.C. § 441b(b)(2). Cf. 2 U.S.C. § 431(8)(A)(i). However, a loan is not a contribution if made by a federally chartered depository institution in accordance with applicable law and in the ordinary course of business. 2 U.S.C. §§ 431(8)(B)(vii) and 441b(b)(2). A loan is considered made in the ordinary course of business if it is made on a basis which assures repayment, is evidenced by a written instrument, subject to a due date, and

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bears the usual and customary interest rate of the lending institution. 2 U.S.C. § 431(8)(B)(vii)(II) & (III), 11 C.F.R. § 100.7(b)(11).

**A. Initial Granting of the \$500,000 Loans.**

As previously discussed, the Kindness complaint alleges that the respondents made prohibited contributions to the Presidential Committee by granting the original \$500,000 loans and the Glenn Committee violated 2 U.S.C. § 441b by accepting the loans.

Because the Commission has dealt with these allegations in MUR 1689, and consistent with the Commission's action in MUR 2206, the Office of the General Counsel recommends that the Commission take no action at this time concerning the issue of whether AmeriTrust Co., BancOhio National Bank, Bank One of Columbus, N.A., and the Huntington National Bank violated 2 U.S.C. § 441b by making the initial \$500,000 loans to the Presidential Committee outside the ordinary course of business, and that the Glenn Presidential Committee and William R. White, as treasurer, violated 2 U.S.C. § 441b by accepting the \$500,000 loans.

Finally, because the allegation concerning the misreporting of the initial loans was not raised in the context of any previously considered MURs, the General Counsel's Office recommends that the Commission find reason to believe that the Presidential Committee and William R. White, as treasurer, violated 2 U.S.C. § 434 by misreporting the bank loans from AmeriTrust Co., BancOhio, Bank One and Huntington National Bank as secured.

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**B. Subsequent Contributions.**

With respect to the Kindness Committee's allegations that additional prohibited contributions occurred when the banks "acquiesced" in the Presidential Committee's default on the loans, the Office of the General Counsel believes that the Commission has sufficient facts to find reason to believe violations occurred. For example, it appears that, the banks may have given the Presidential Committee something of value both when they agreed to Glenn's request for additional time to repay the principal amounts of the loans, and when they subsequently failed to require payment of the principal when due. In addition, the three banks that agreed to moratoriums on the payment of interest also may have given the Presidential Committee something of value when they began adding the accruing interest to the outstanding loan balances instead of requiring timely payment of the interest. Similarly, Huntington National may have given the Presidential Committee something of value when it failed to require payment of interest by the Presidential Committee when due. Because the four banks allegedly never sought any additional collateral or other security from the Presidential Committee as the committee's level of total indebtedness to the banks increased, these additional extensions of credit appear to have been outside the ordinary course of business. (None of the respondents has ever suggested that the so-called "comfort letters," which the Presidential Committee claimed secured the original \$500,000 loans, are

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sufficient to also cover the accrued interest.) Furthermore, it also appears that the banks' acquiescence in the Presidential Committee's default on its payments of principal and interest was outside the ordinary course of business for the banks.

Similarly, the banks' granting of the requests for a moratorium on the loans and subsequent failure to require payment when due may have also caused contributions by the banks to the Senate Committee to occur. Initially, by agreeing to the requests and/or acquiescing in the defaults, the banks may have given the Senate Committee something of value. For example, when the banks permitted the Presidential Committee to defer soliciting contributions to repay the loans until after the November 1986 general election, the banks eliminated the need for the Senate Committee to compete with the Presidential Committee for contributions, thus increasing the Senate Committee's fundraising capability. Furthermore, because the moratoriums allegedly were sought for the express purpose of allowing the Senate Committee to more easily raise funds for the Senate campaign, it appears that the banks' granting of the moratoriums was in connection with a federal election.<sup>4/</sup>

The Office of the General Counsel, therefore, recommends that the Commission find reason to believe both that the four

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<sup>4/</sup> The General Counsel's Office does not believe that the banks' acquiescence in the Presidential Committee's rental of its solicitation lists in and of itself constitutes a violation as alleged in the Kindness complaint because the banks did not have a security interest in these lists. However, it may be further evidence of the other violations.

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banks violated 2 U.S.C. § 441(b) by making these additional contributions, and that the two Glenn committees and their treasurers violated 2 U.S.C. §§ 441b and 434 by accepting those contributions and failing to report them.<sup>5/</sup>

**III. KINDNESS COMMITTEE'S REQUEST THAT THE COMMISSION RELEASE THE ENTIRE FILE IN THE GLENN BANK LOAN MURS.**

Although the foregoing discussion deals with the violations alleged in the Kindness complaint, one additional matter remains to be considered by the Commission.

Several weeks after it filed its administrative complaint in this matter, the Kindness Committee submitted a written request for the Commission "to make public all documentation and correspondence with the Glenn [Presidential] committee, regarding the investigation of the bank loans and subsequent correspondence during the period of conciliation between the Glenn Committee and the Commission." Attachment 6 at 1-2. The Kindness Committee contends that such disclosure is proper because, in its view, the Presidential Committee and the banks have waived confidentiality by filing suits against the Commission regarding the bank loans. Attachment 6 at 1. The Kindness Committee asserts the complaints in that litigation "constitute written consent that the documentation surrounding the bank loan investigation be made public." Id.

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<sup>5/</sup> Because AmeriTrust Co. was not named in the complaint, it was not sent a copy of the complaint. Consequently, a General Counsel's Factual and Legal Analysis has been prepared for AmeriTrust Co. See Attachment 9.

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The Office of the General Counsel believes that the Commission should reject the Kindness Committee's request. Initially, both 2 U.S.C. § 437g(a)(4)(B)(i) and 2 U.S.C. § 437g(a)(12)(A) require the express written consent of the respondent before confidentiality can be waived. This Office does not believe that the complaints in the two suits filed against the Commission should be construed as such consent because those complaints do not refer to any waiver of confidentiality with regard to the Commission's enforcement proceedings. Even if the respondents had waived confidentiality, many of the documents in both MURs would be exempt from disclosure pursuant to the Freedom of Information Act, or otherwise privileged from discovery in civil litigation. The General Counsel's Office, therefore, recommends that the Commission reject the Kindness Committee request. Instead, the Office of the General Counsel believes that the Commission should follow its normal procedure of not releasing the enforcement file until the conclusion of the section 437g(a)(6)(A) offensive litigation.

**RECOMMENDATIONS:**

1. Take no action at this time regarding the issue of whether AmeriTrust Co., BancOhio National Bank, Bank One of Columbus, N.A., and the Huntington National Bank violated 2 U.S.C. § 441b by making \$500,000 loans outside the ordinary course of business to the John Glenn Presidential Committee, Inc.;
2. Take no action at this time regarding the issue of whether the John Glenn Presidential Committee, Inc., and William R. White, as treasurer, violated

2 U.S.C. § 441b by accepting the \$500,000 loans from the AmeriTrust Co., BancOhio National Bank, Bank One of Columbus, N.A., and the Huntington National Bank;


3. Find reason to believe that the John Glenn Presidential Committee, Inc. and William R. White, as treasurer, violated 2 U.S.C. § 434 by misreporting the \$500,000 loans from AmeriTrust Co., BancOhio National Bank, Bank One of Columbus, N.A., and Huntington National Bank as "secured" loans;
4. Find reason to believe that AmeriTrust Co., BancOhio National Bank, Bank One of Columbus, N.A., and the Huntington National Bank violated 2 U.S.C. § 441b by making additional contributions to the John Glenn Presidential Committee Inc., and the Senator John Glenn Committee by extending the due dates for payment of the principal and/or interest by the Presidential Committee on the \$500,000 loans, and not requiring timely payment of the principal and/or interest by the Presidential Committee when due;
5. Find reason to believe that the John Glenn Presidential Committee, Inc., and William R. White, as treasurer, and the Senator John Glenn Committee and William T. Brown, as treasurer, violated 2 U.S.C. §§ 441b and 434 by accepting the contributions described in Recommendation 4, and failing to report them;
6. Find no reason to believe that AmeriTrust Corp. violated 2 U.S.C. § 441b by making contributions to the John Glenn Presidential Committee, Inc., and the Senator John Glenn Committee, and close the file in this matter with respect to AmeriTrust Corp.
7. Find no reason to believe that the John Glenn Presidential Committee, Inc., and William R. White, as treasurer, and the Senator John Glenn Committee and William T. Brown, as treasurer, violated 2 U.S.C. §§ 441b and 434 by accepting contributions from AmeriTrust Corp. and failing to report, or misreporting, them;
8. Approve the attached proposed factual and legal analysis and notification letters to respondents. Attachments 7 through 10; and

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9. Reject the Kindness Committee's request that the Commission's investigation of the Glenn bank loans be made public and approve the attached letter notifying the Committee of that decision. Attachment 11.

8 December 1946  
Date

  
Charles N. Steele  
General Counsel

**Attachments**

1. Glenn Committees' response
2. BancOhio's response (without loan agreement and closing documents)
3. Bank One's response (without loan agreement and closing documents)
4. AmeriTrust Corp's response
5. Huntington National's response
6. Kindness Committee's request
7. Proposed notification letter to counsel for Glenn Committee's and treasurers.
8. Proposed form notification letter to counsel for BancOhio, Bank One and Huntington National.
9. Proposed notification letter to AmeriTrust Co., and Factual and Legal Analysis.
10. Proposed notification letter to counsel for AmeriTrust Corp.
11. Proposed notification letter to Kindness Committee.

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**FEDERAL ELECTION COMMISSION**

WASHINGTON, D.C. 20463

**MEMORANDUM TO:**

**CHARLES N. STEELE  
GENERAL COUNSEL**

**FROM:**

**MARJORIE W. EMMONS/ JOSHUA MCFADDEN** *JM*

**DATE:**

**DECEMBER 9, 1986**

**SUBJECT:**

**Objections - MUR 2194 - General Counsel's Report  
Signed December 3, 1986**

The above-captioned document was circulated to the  
Commission on Thursday, December 4, 1986, 4:00.

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

Commissioner Aikens	_____
Commissioner Elliott	_____ X _____
Commissioner Josefiak	_____ X _____
Commissioner McDonald	_____
Commissioner McGarry	_____
Commissioner Thomas	_____

This matter will be placed on the Executive Session  
agenda for

98040585275



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20461

January 13, 1987

Robert W. Trafford, Esquire  
Porter, Wright, Morris & Arthur  
1133 15th Street, N.W.  
Washington, D.C. 20005

Re: MUR 2194  
Huntington National Bank

Dear Mr. Trafford:

The Federal Election Commission previously notified your client on July 11, 1986 of a complaint alleging violations of certain sections of the Federal Election Campaign Act of 1971, as amended (the "Act"). A copy of the complaint was forwarded to your client at that time. We acknowledge receipt of your response to the complaint dated August 20, 1986.

This is to notify you that upon further review of the allegations contained in the complaint, and information provided by you, the Commission, on December 16, 1986, determined to take no action at this time with respect to the allegation that your client violated 2 U.S.C. § 441b by making the \$500,000 loan to the John Glenn Presidential Committee, Inc., because the Commission previously considered that allegation in another matter, MUR 1689. As you know, that matter is now in litigation in the United States District Court for the Southern District of Ohio. Federal Election Commission v. Bank One, Columbus, N.A., No. C2-86-1082 (S.D. Ohio filed Sept. 10, 1986).

The Commission, however, did find reason to believe that your client violated 2 U.S.C. § 441b by making additional contributions to the John Glenn Presidential Committee, Inc., by extending the due dates for the payment of principal and/or interest by the Presidential Committee on the \$500,000 loan, and not requiring timely payment of the principal and/or interest by the Presidential Committee on that loan when due because the bank's actions appeared to be outside the ordinary course of business.\* The Commission, therefore, is initiating an

\* The Commission, however, determined to take no action at this time with respect to the allegations that your client made similar additional contributions to the Senator John Glenn Committee.

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investigation into this latter violation. In this regard, the Commission will be issuing interrogatories and requests for the production of documents in the near future.

You may now submit any factual and legal materials which you believe are relevant to the Commission's analysis of this matter. Please submit any such response within ten days of your receipt of this notification. All statements should be submitted under oath.

If you are interested in pursuing pre-probable cause conciliation, you should so request in writing. See 11 C.F.R. § 111.18(d). Upon receipt of the request, the Office of General Counsel will make recommendations to the Commission either proposing an agreement in settlement of the matter or recommending declining that pre-probable cause conciliation be pursued. The Office of General Counsel may recommend that pre-probable cause conciliation not be entered into at this time so that it may complete its investigation of the matter. Further, requests for pre-probable cause conciliation will not be entertained after briefs on probable cause have been mailed to the respondent.

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 your client wishes the matter to be made public. If you have any questions, please contact Robert Bonham, the attorney assigned to this matter, at (202) 376-5690.

Sincerely,



Scott E. Thomas  
Chairman

Enclosure  
Procedures.

83040635277





FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20461

January 13, 1987

John Timothy Young, Esquire  
Vorys, Sater, Seymour and Pease  
52 East Gay Street  
P.O. Box 1008  
Columbus, Ohio 43216-1008

Re: MUR 2194  
Bank One of Columbus, N.A.

Dear Mr. Young:

The Federal Election Commission previously notified your client on July 11, 1986 of a complaint alleging violations of certain sections of the Federal Election Campaign Act of 1971, as amended (the "Act"). A copy of the complaint was forwarded to your client at that time. We acknowledge receipt of your response to the complaint dated August 19, 1986.

This is to notify you that upon further review of the allegations contained in the complaint, and information provided by you, the Commission, on December 16, 1986, determined to take no action at this time with respect to the allegation that your client violated 2 U.S.C. § 441b by making the \$500,000 loan to the John Glenn Presidential Committee, Inc., because the Commission previously considered that allegation in another matter, MUR 1689. As you know, that matter is now in litigation in the United States District Court for the Southern District of Ohio. Federal Election Commission v. Bank One, Columbus, N.A., No. C2-86-1082 (S.D. Ohio filed Sept. 10, 1986).

The Commission, however, did find reason to believe that your client violated 2 U.S.C. § 441b by making additional contributions to the John Glenn Presidential Committee, Inc., by extending the due dates for the payment of principal and/or interest by the Presidential Committee on the \$500,000 loan, and not requiring timely payment of the principal and/or interest by the Presidential Committee on that loan when due because the bank's actions appeared to be outside the ordinary course of business.\*/ The Commission, therefore, is initiating an

\*/ The Commission, however, determined to take no action at this time with respect to the allegations that your client made similar additional contributions to the Senator John Glenn Committee.

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investigation into this latter violation. In this regard, the Commission will be issuing interrogatories and requests for the production of documents in the near future.

You may now submit any factual and legal materials which you believe are relevant to the Commission's analysis of this matter. Please submit any such response within ten days of your receipt of this notification. All statements should be submitted under oath.

If you are interested in pursuing pre-probable cause conciliation, you should so request in writing. See 11 C.F.R. § 111.18(d). Upon receipt of the request, the Office of General Counsel will make recommendations to the Commission either proposing an agreement in settlement of the matter or recommending declining that pre-probable cause conciliation be pursued. The Office of General Counsel may recommend that pre-probable cause conciliation not be entered into at this time so that it may complete its investigation of the matter. Further, requests for pre-probable cause conciliation will not be entertained after briefs on probable cause have been mailed to the respondent.

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 your client wishes the matter to be made public. If you have any questions, please contact Robert Bonham, the attorney assigned to this matter, at (202) 376-5690.

Sincerely,



Scott E. Thomas  
Chairman

Enclosure  
Procedures.

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FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

January 13, 1987

John Timothy Young, Esquire  
Vorys, Sater, Seymour and Pease  
52 East Gay Street  
P.O. Box 1008  
Columbus, Ohio 43216-1008

Re: MUR 2194  
BancOhio National Bank

Dear Mr. Young:

The Federal Election Commission previously notified your client on July 11, 1986 of a complaint alleging violations of certain sections of the Federal Election Campaign Act of 1971, as amended (the "Act"). A copy of the complaint was forwarded to your client at that time. We acknowledge receipt of your response to the complaint dated August 19, 1986.

This is to notify you that upon further review of the allegations contained in the complaint, and information provided by you, the Commission, on December 16, 1986, determined to take no action at this time with respect to the allegation that your client violated 2 U.S.C. § 441b by making the \$500,000 loan to the John Glenn Presidential Committee, Inc., because the Commission previously considered that allegation in another matter, MUR 1689. As you know, that matter is now in litigation in the United States District Court for the Southern District of Ohio. Federal Election Commission v. Bank One, Columbus, N.A., No. C2-86-1082 (S.D. Ohio filed Sept. 10, 1986).

The Commission, however, did find reason to believe that your client violated 2 U.S.C. § 441b by making additional contributions to the John Glenn Presidential Committee, Inc., by extending the due dates for the payment of principal and/or interest by the Presidential Committee on the \$500,000 loan, and not requiring timely payment of the principal and/or interest by the Presidential Committee on that loan when due because the bank's actions appeared to be outside the ordinary course of business.\*/ The Commission, therefore, is initiating an

\*/ The Commission, however, determined to take no action at this time with respect to the allegations that your client made similar additional contributions to the Senator John Glenn Committee.

investigation into this latter violation. In this regard, the Commission will be issuing interrogatories and requests for the production of documents in the near future.

You may now submit any factual and legal materials which you believe are relevant to the Commission's analysis of this matter. Please submit any such response within ten days of your receipt of this notification. All statements should be submitted under oath.

If you are interested in pursuing pre-probable cause conciliation, you should so request in writing. See 11 C.F.R. § 111.18(d). Upon receipt of the request, the Office of General Counsel will make recommendations to the Commission either proposing an agreement in settlement of the matter or recommending declining that pre-probable cause conciliation be pursued. The Office of General Counsel may recommend that pre-probable cause conciliation not be entered into at this time so that it may complete its investigation of the matter. Further, requests for pre-probable cause conciliation will not be entertained after briefs on probable cause have been mailed to the respondent.

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 your client wishes the matter to be made public. If you have any questions, please contact Robert Bonham, the attorney assigned to this matter, at (202) 376-5690.

Sincerely,



Scott E. Thomas  
Chairman

Enclosure  
Procedures.

83040535281





FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

January 13, 1987

Harlan Pomeroy, Esquire  
Baker & Hostetler  
Washington Square, Suite 1100  
1050 Connecticut Avenue, N.W.  
Washington, D.C. 20036

Re: MUR 2194  
Senator John Glenn Committee,  
and William T. Brown, as  
treasurer  
John Glenn Presidential  
Committee, Inc., and William  
R. White, as treasurer

Dear Mr. Pomeroy:

The Federal Election Commission previously notified your clients on July 11, 1986 of a complaint alleging violations of certain sections of the Federal Election Campaign Act of 1971, as amended (the "Act"). A copy of the complaint was forwarded to your clients at that time. We acknowledge receipt of your response to the complaint dated August 18, 1986.

This is to notify you that upon further review of the allegations contained in the complaint, and information provided by you, the Commission, on December 16, 1986, determined to take no action at this time with respect to the allegations that the John Glenn Presidential Committee, Inc., and William R. White, as treasurer, violated 2 U.S.C. § 441b by accepting the \$500,000 loans from AmeriTrust Co., <sup>1/</sup> BankOhio National Bank, Bank One of Columbus, N.A., and the Huntington National Bank alleged in the complaint, because the Commission previously considered those allegations in another matter, MUR 1689. As you know, that matter is now in litigation in the United States District Court for the Southern District of Ohio. Federal Election Commission v. Bank One, Columbus, N.A., No. C2-86-1082 (S.D. Ohio filed

<sup>1/</sup> The complaint alleged that "AmeriTrust Corp." made the \$500,000 loan to the Presidential Committee. According to the Presidential Committee's reports, however, AmeriTrust Co., not AmeriTrust Corp., was the source of the loan.

Sept. 10, 1986). The Commission also determined to take no action at this time with respect to the allegations that the Presidential Committee and Mr. White, as treasurer, violated 2 U.S.C. § 434 by improperly reporting those loans as "secured."

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The Commission, however, did find reason to believe that the John Glenn Presidential Committee, Inc., and William R. White, as treasurer, violated 2 U.S.C. § 441b by accepting additional contributions from AmeriTrust Co., Bank One, BancOhio and Huntington National because both the banks' extension of the due dates for the payment of principal and/or interest on the \$500,000 loans and the banks' failure to require timely payment by the Presidential Committee of the principal and/or interest on those loans when due appeared to be outside the banks' ordinary course of business. In addition, the Commission also found reason to believe that the Presidential Committee and Mr. White violated 2 U.S.C. § 434 by failing to report the contributions. The Commission, therefore, is initiating an investigation into the acceptance and reporting of these latter contributions. In this regard, the Commission will be issuing interrogatories and requests for the production of documents in the near future. The Commission, however, determined to take no action at this time with respect to the allegations that the Senator John Glenn Committee and William T. Brown, as treasurer, violated 2 U.S.C. §§ 441b and 434 by accepting similar additional contributions from the four banks and failing to report them. Finally, the Commission found no reason to believe that your clients violated 2 U.S.C. §§ 441b and 434 by accepting contributions from AmeriTrust Corp. and failing to report or misreporting them as alleged in the complaint.

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You may now submit any factual and legal materials which you believe are relevant to the Commission's analysis of this matter. Please submit any such response within ten days of your receipt of this notification. All statements should be submitted under oath.

If you are interested in pursuing pre-probable cause conciliation, you should so request in writing. See 11 C.F.R. § 111.18(d). Upon receipt of the request, the Office of General Counsel will make recommendations to the Commission either proposing an agreement in settlement of the matter or recommending declining that pre-probable cause conciliation be pursued. The Office of General Counsel may recommend that pre-probable cause conciliation not be entered into at this time so that it may complete its investigation of the matter. Further, requests for pre-probable cause conciliation will not be entertained after briefs on probable cause have been mailed to the respondent.

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 your clients wish the matter to be made public. If you have any questions, please contact Robert Bonham, the attorney assigned to this matter, at (202) 376-5690.

Sincerely,



Scott E. Thomas  
Chairman

Enclosure  
Procedures.

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**FEDERAL ELECTION COMMISSION**

WASHINGTON, D.C. 20463

January 13, 1987

**Jerry V. Jarrett**  
**Chairman and Chief**  
**Executive Officer**  
**AmeriTrust Co.**  
**900 Euclid Avenue**  
**Cleveland, OH 44101**

**Re: MUR 2194**  
**AmeriTrust Co.**

Dear Mr. Jarrett:

On December 16, 1986, the Federal Election Commission determined that there is reason to believe AmeriTrust Co. violated 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act") by making contributions to the John Glenn Presidential Committee, Inc. The Commission, therefore, is initiating an investigation into this violation.\*/ The factual and legal analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. You may now submit any factual or legal materials which you believe are relevant to the Commission's consideration of this matter. Please submit any such materials within fifteen days of your receipt of this letter. Statements should be submitted under oath.

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

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\*/ For your information, the Commission will be issuing interrogatories and requests for the production of documents in the near future.



If you are interested in pursuing pre-probable cause conciliation, you should so request in writing. See 11 C.F.R. § 111.18(d). Upon receipt of the request, the Office of General Counsel will make recommendations to the Commission either proposing an agreement in settlement of the matter or recommending declining that pre-probable cause conciliation be pursued. The Office of General Counsel may recommend that pre-probable cause conciliation not be entered into at this time so that it may complete its investigation of the matter. Further, requests for pre-probable cause conciliation will not be entertained after briefs on probable cause have been mailed to the respondent.

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

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

The investigation now being conducted will be confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A), unless you notify the Commission in writing that you wish the investigation to be made public.

For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Robert Bonham, the attorney assigned to this matter, at (202) 376-5690.

Sincerely,



Scott E. Thomas  
Chairman

Enclosures

General Counsel's Factual and Legal Analysis  
Procedures  
Designation of Counsel Statement

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FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

January 13, 1987

Thomas N. Kindness  
Kindness for Senate Committee  
35 East Gay Street, Suite 310  
Columbus, OH 43215


Dear Mr. Kindness:

This is in response to your letter to the Federal Election Commission wherein you requested that the Commission agree to make public all documentation and correspondence regarding its investigation of loans by four banks -- AmeriTrust Co., BancOhio National Bank, Bank One of Columbus, N.A., and the Huntington National Bank -- to the John Glenn Presidential Committee, Inc.

As you point out in your letter, on June 10, 1986, the Commission found probable cause to believe both that the four banks violated 2 U.S.C. § 441b by making loans outside the ordinary course of business to the Presidential Committee, and that the Presidential Committee violated 2 U.S.C. § 441b by accepting those loans. The banks and the Presidential Committee then filed suits against the Commission seeking declaratory judgments that the loans were legal. You contend that the filing of these suits constitutes consent by those entities to waive confidentiality with respect to the Commission's investigation of the bank loans. The Commission, however, does not believe that the complaints in those suits should be construed as such consent because the complaints do not refer to any waiver of confidentiality with respect to any Commission enforcement proceedings. On December 16, 1986, the Commission, therefore, decided to deny your request. Consequently, the confidentiality provisions of 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A) remain in effect with regard to these issues until the matters involving them are closed. The Commission will notify you when that occurs.

Should you have any questions, please contact Commission staff attorney Robert Bonham at (202) 376-5690.

Sincerely,

  
Charles W. Steele  
General Counsel

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FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20461

January 13, 1987

John Timothy Young, Esquire  
Vorys, Sater, Seymour and Pease  
52 East Gay Street  
P.O. Box 1008  
Columbus, OH 43216-1008

Re: MUR 2194  
AmeriTrust Corporation

Dear Mr. Young:

The Federal Election Commission previously notified your client on July 11, 1986 of a complaint alleging violations of certain sections of the Federal Election Campaign Act of 1971, as amended (the "Act"). A copy of the complaint was forwarded to your client at that time. We acknowledge receipt of your response to the complaint dated August 18, 1986.

This is to notify you that upon further review of the allegations contained in the complaint, the Commission, on December 16, 1986, determined that there was no reason to believe your client violated any statute within the Commission's jurisdiction. The Commission therefore closed the file in this matter as it pertains to your client.

The file will be made a part of the public record within 30 days after this matter has been closed with respect to all other respondents involved. Should you wish to submit any materials to appear on the public record, please do so within ten (10) days of your receipt of this letter.

The confidentiality provisions of 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A) remain in effect until the entire matter is closed. The Commission will notify you when that occurs.

Should you have any questions, please contact Robert Bonham, the attorney assigned to this matter, at (202) 376-5690.

Sincerely,

Charles N. Steele  
General Counsel

88040505298



GCC# 2544

**BAKER & HOSTETLER**

ATTORNEYS AT LAW

WASHINGTON SQUARE, SUITE 1100

1050 CONNECTICUT AVE., N.W.

WASHINGTON, D.C. 20036

(202) 681-1500

TELECOPIER: (202) 466-8087

TELEX: 650-235-7876

IN DENVER, COLORADO  
SUITE 1100, 303 EAST 17TH AVENUE  
DENVER, COLORADO 80203  
(303) 861-0600

IN ORLANDO, FLORIDA  
13TH FLOOR BARNETT PLAZA  
ORLANDO, FLORIDA 32801  
(305) 841-1111

IN VIRGINIA  
437 N. LEE STREET  
ALEXANDRIA, VIRGINIA 22314  
(703) 848-1884

IN CLEVELAND, OHIO  
3200 NATIONAL CITY CENTER  
CLEVELAND, OHIO 44114  
(216) 621-0200  
TWX 610 421 8375

IN COLUMBUS, OHIO  
65 EAST STATE STREET  
COLUMBUS, OHIO 43215  
(614) 228-1541

IN MARYLAND  
5000 SUNNYSIDE AVE. SUITE 301  
BELTSVILLE, MARYLAND 20705  
(301) 537-4111

**January 21, 1987**

WRITER'S DIRECT DIAL NO.:

(202) 661 -

**1543**

By Hand

**Mr. Scott E. Thomas  
Chairman  
Federal Election Commission  
999 E Street, N.W.  
Washington, D.C. 20463**

**Attention: Robert Bonham**

**Re: MUR 2194**

**Senator John Glenn Committee, and William T. Brown,  
as treasurer**

**John Glenn Presidential Committee, Inc., and William  
R. White, as treasurer**

**Dear Chairman Thomas:**

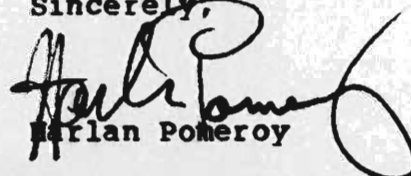
This will refer to your letter of January 13, 1987 and to my telephone conversation a few minutes with Robert Bonham of the General Counsel's staff. In your letter you request a response within ten days of its receipt. The letter was received on January 15 which would make our response due January 25.

I have been involved in travel since receipt of your letter as have the principals involved in this matter. I have attempted on several occasions to speak with them about this matter but so far have been unable to do so.

Under the circumstances, additional time will be needed to review the matter, confer with my clients and prepare an appropriate response. Accordingly, an extension of time of 15 days from January 25 until February 9, 1987 for responding to your letter of January 13, 1987 is respectfully requested.

Your cooperation and assistance are appreciated.

Sincerely,

  
Harlan Pomeroy

97 JAN 27 P12: 54

COMM. SEC. STAFF

JAN 27 1987



# Vorys, Sater, Seymour and Pease

52 East Gay Street - Post Office Box 1008 - Columbus, Ohio 43261-1008 - Telephone (614) 464-6400 - Telecopier (614) 464-6350 - Telex 241348 - Cable VORYSATIN

RECEIVED AT THE FEC

CCH#2566

87 JAN 27 P 1: 22

Arthur L. Vorys  
1856-1933  
Lowry F. Sater  
1867-1935  
Augustus T. Seymour  
1873-1926  
Edward L. Pease  
1873-1924

In Washington  
Suite 1111  
1826 L Street, NW  
Washington, D.C. 20036-5104  
Telephone (202) 822-8200  
Telecopier (202) 835-0699  
Telex 440693

In Cleveland  
2100 One Cleveland Center  
1375 East Ninth Street  
Cleveland, Ohio 44114-1724  
Telephone (216) 621-7091  
Telecopier (216) 621-8368

In Cincinnati  
Suite 2100 - Atrium Two  
221 East Fourth Street  
Post Office Box 0236  
Cincinnati, Ohio 45201-0236  
Telephone (513) 421-8777  
Telecopier (513) 421-0107

Writer's Direct Dial Number

(614) 464-6237

January 23, 1987

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

Re: MUR 2194  
Bank One, Columbus, N.A.

Dear Mr. Bonham:

I received the letter of Chairman Scott Thomas dated January 13, 1987 with respect to the above matter on January 15, 1987. Pursuant to the telephone message that I left with your office today, we respectfully request an extension to Monday, February 16, 1987, of the period to reply to that correspondence. Such extension is requested in order for us to properly prepare a response.

Very truly yours,

*John Timothy Young*  
John Timothy Young

JAN 28 11:25

CM # 2565  
RECEIVED AT THE FEC

# Vorys, Sater, Seymour and Pease

52 East Gay Street-Post Office Box 1008-Columbus, Ohio 43260-1008 Telephone (614) 464-6400 Telecopier (614) 464-6350 Telex 241348 Cable Vorys

87 JAN 27 P.1: 28

Arthur I. Vorys  
1856-1933  
Lowry F. Sater  
1867-1935  
Augustus T. Seymour  
1873-1926  
Edward L. Pease  
1873-1924

In Washington  
Suite 1111  
1828 L Street, NW  
Washington, D.C. 20036-5104  
Telephone (202) 822-8200  
Telecopier (202) 835-0699  
Telex 440663

In Cleveland  
2100 One Cleveland Center  
1375 East Ninth Street  
Cleveland, Ohio 44114-1724

Telephone (216) 621-7091  
Telecopier (216) 621-8366

In Cincinnati  
Suite 2100 - Atrium Two  
221 East Fourth Street  
Post Office Box 0236  
Cincinnati, Ohio 45201-0236  
Telephone (513) 421-8777  
Telecopier (513) 421-0107

Writer's Direct Dial Number

(614) 464-6237

January 23, 1987

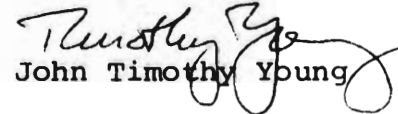
Mr. Robert Bonham  
Office of the General Counsel  
Federal Election Commission  
999 E Street, N.W.  
Washington, D.C. 20463

Re: MUR 2194  
BancOhio National Bank

Dear Mr. Bonham:

I received the letter of Chairman Scott Thomas dated January 13, 1987 with respect to the above matter on January 16, 1987. Pursuant to the telephone message that I left with your office today, we respectfully request an extension to Monday, February 16, 1987 of the period to reply to that correspondence. Such extension is requested in order for us to properly prepare a response.

Very truly yours,

  
John Timothy Young

93040685291

JAN 28 11:25



**FEDERAL ELECTION COMMISSION**

WASHINGTON, D.C. 20463

plm  
January 30, 1987

Harlan Pomeroy, Esquire  
Baker & Hostetler  
Washington Square, Suite 1100  
1050 Connecticut Avenue, N.W.  
Washington, D. C. 20036

Re: MUR 2194  
John Glenn Presidential  
Committee, Inc., and  
William R. White, as  
treasurer

Dear Mr. Pomeroy:

8 3 0 4 0 5 8 5 2 9 2  
This is in reference to your letter to Chairman Thomas dated January 21, 1987 requesting an extension until February 13, 1987 to respond to the Commission's reason to believe findings in the above-captioned matter. After considering the circumstances presented in your letter, I have decided to grant you your requested extension. Accordingly, your response will be due on February 13, 1987.

If you should have any questions, please contact Robert Bonham, the attorney assigned to this matter, at (202) 376-5690.

Sincerely,

Charles N. Steele  
General Counsel

CCC#2664

# Vorys, Sater, Seymour and Pease

53 East Gay Street Post Office Box 1008 Columbus, Ohio 43261-1008 Telephone (614) 464-6400 Telecopier (614) 464-6350 Telex 241348 Cable VORYSATT

Arthur L. Vorys  
1895-1933  
Lowry R. Sater  
1867-1935  
Augustus T. Seymour  
1873-1926  
Edward L. Pease  
1873-1924

In Washington  
Suite 1111  
1828 L Street, NW  
Washington, D.C. 20036-5104  
Telephone (202) 822-8200  
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Writer's Direct Dial Number

(614) 464-6237

February 2, 1987

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


Re: MUR 2194  
AmeriTrust Company National Association

Dear Mr. Bonham:

AmeriTrust received the letter of Chairman Scott Thomas dated January 13, 1987, with respect to the above matter on January 22, 1987. Enclosed is a Designation of Counsel form executed by the Bank authorizing the undersigned and others to represent it in connection with this matter. We respectfully request an extension of time to Monday, February 16, 1987, to reply to that correspondence. Such extension is requested in order to properly prepare a response in light of the schedules of certain necessary individuals and the need to obtain the review of out-of-town counsel.

Should you have any questions in connection with the foregoing, please do not hesitate to contact us.

Very truly yours,

  
John Timothy Young

JTY/pp

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OFFICE OF THE  
GENERAL COUNSEL

66250704000



**STATEMENT OF DESIGNATION OF COUNSEL**

**NR** 2194

**NAME OF COUNSEL:** David S. Cupps **Co-Counsel:** John C. Pollock  
Leon H. McCorkle, Jr Levin Perelman  
**ADDRESS:** Ellen A. Efros 900 Euclid Avenue  
John Timothy Young Cleveland, OH 44115  
32 East Gay Street, P.O. Box 1008 (216) 687-5513  
**TELEPHONE:** Columbus, OH 43216  
(614) 464-6400

The above-named individuals <sup>are</sup> hereby designated as my  
counsel, <sup>for Ameritrust Company National Association</sup> and is authorized to receive any notifications and other  
communications from the Commission and to act on my behalf before  
the Commission.

Ameritrust Company National Association

February, 1987

Date

By: [Signature]

Title: SENIOR VICE PRESIDENT

**RESPONDENT'S NAME:**

Ameritrust Company  
National Association

**ADDRESS:**

900 Euclid Avenue

Cleveland, OH 44115

ATTN: John C. Pollock

**HOME PHONE:**

**BUSINESS PHONE:**

(216) 687-5513

93040585294

# Vorys, Sater, Seymour and Pease

52 East Gay Street Post Office Box 1008 Columbus, Ohio 43260-1008 Telephone (614) 464-6400 Telecopier (614) 464-6350 Telex 241348 Cable VORYSATEN

Arthur I. Vorys  
1856-1933  
Lowry R. Sater  
1867-1935  
Augustus T. Seymour  
1873-1926  
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1873-1924

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Suite 2100 - Atrium Two  
221 East Fourth Street  
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Cincinnati, Ohio 45201-0236  
Telephone (513) 421-8777  
Telecopier (513) 421-0107

Writer's Direct Dial Number

(614) 464-6237

February 3, 1987

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

Re: MUR 2194  
Bank One, Columbus, N.A.

Dear Mr. Bonham:

In connection with our recent telephone conversation concerning my letter of January 23, 1987, requesting an extension of time in which to reply, please be advised that the extension is being requested in order for the Bank to have sufficient time to formulate a response in light of schedules of certain necessary individuals and the need to obtain review of outside counsel.

Should you have any questions in connection with the foregoing, please do not hesitate to contact us.

Very truly yours,

*Timothy Young*  
John Timothy Young

JTY/pp

9804065295

6CC-2653

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# Vorys, Sater, Seymour and Pease

87 FEB 5 AM: 14

52 East Gay Street-Post Office Box 1008-Columbus, Ohio 43216-1008-Telephone (614) 464-8400-Telecopier (614) 464-8350-Telex 241348-Cable VORYS

Arthur I. Vorys  
1856-1933  
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1867-1935  
Augustus T. Seymour  
1873-1920  
Edward L. Pease  
1873-1924

In Washington  
Suite 1111  
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Washington, D.C. 20036-5104  
Telephone (202) 822-8200  
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Telex 440603

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Telephone (513) 421-8777  
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Writer's Direct Dial Number

(614) 464-6237

February 3, 1987

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

Re: MUR 2194  
BancOhio National Bank

Dear Mr. Bonham:

In connection with our recent telephone conversation concerning my letter of January 23, 1987, requesting an extension of time in which to reply, please be advised that the extension is being requested in order for the Bank to have sufficient time to formulate a response in light of schedules of certain necessary individuals and the need to obtain review of outside counsel.

Should you have any questions in connection with the foregoing, please do not hesitate to contact us.

Very truly yours,

*John Timothy Young*  
John Timothy Young

JTY/pp

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OFFICE OF THE  
GENERAL COUNSEL

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**FEDERAL ELECTION COMMISSION**  
WASHINGTON, D.C. 20463

*plan*  
**February 10, 1987**

**John Timothy Young, Esquire  
Vorys, Sater, Seymour and Pease  
52 East Gay Street  
P.O. Box 1008  
Columbus, OH 43216-1008**

**Re: MUR 2194  
BancOhio National Bank  
Bank One, Columbus, N.A.**

**Dear Mr. Young:**

This is in reference to your letters dated January 23 and February 3, 1987 requesting extensions until February 16, 1987 to respond to the Commission's reason to believe findings in the above-captioned matter. After considering the circumstances presented in your letters, I have decided to grant you your requested extensions. Accordingly, your responses will be due on February 16, 1987.

If you should have any questions, please contact Robert Bonham, the attorney assigned to this matter, at (202) 376-5690.

Sincerely,

A handwritten signature in cursive script, appearing to read "Charles N. Steele".

**Charles N. Steele  
General Counsel**

98040685297





**FEDERAL ELECTION COMMISSION**  
WASHINGTON, D.C. 20463

*plm*  
**February 10, 1987**

**John Timothy Young, Esquire  
Vorys, Sater, Seymour and Pease  
52 East Gay Street  
P.O. Box 1008  
Columbus, OH 43216-1008**

**Re: MUR 2194  
AmeriTrust Company, N.A.**

**Dear Mr. Young:**

**This is in reference to your letter dated February 2, 1987 requesting an extension until February 16, 1987 to respond to the Commission's reason to believe finding in the above-captioned matter. After considering the circumstances presented in your letter, I have decided to grant you your requested extension. Accordingly, your response will be due on February 16, 1987.**

**If you should have any questions, please contact Robert Bonham, the attorney assigned to this matter, at (202) 376-5690.**

**Sincerely,**

A handwritten signature in cursive script, reading "Charles N. Steele".

**Charles N. Steele  
General Counsel**

88040505298

BEFORE THE FEDERAL ELECTION COMMISSION

9 9 7 4 0 5 0 5 2 9 9

In the Matter of	)	
	)	
Senator John Glenn Committee,	)	
and William T. Brown, as	)	
treasurer	)	
	)	
John Glenn Presidential	)	MUR 2194
Committee, Inc., and	)	
William R. White, as	)	
treasurer	)	
	)	
AmeriTrust Co.	)	
AmeriTrust Corp.	)	
BancOhio National Bank	)	
Bank One of Columbus, N.A.	)	
Huntington National Bank	)	

CERTIFICATION

I, Marjorie W. Emmons, recording secretary for the Federal Election Commission executive session of December 16, 1986, do hereby certify that the Commission took the following actions in MUR 2194:

1. Decided by a vote of 5-0 to
  - a) Take no action at this time regarding the issue of whether AmeriTrust Co., BancOhio National Bank, Bank One of Columbus, N.A., and the Huntington National Bank violated 2 U.S.C. § 441b by making \$500,000 loans outside the ordinary course of business to the John Glenn Presidential Committee, Inc.;

(continued)

- 9 8 0 4 0 6 8 5 3 0 0
- b) Take no action at this time regarding the issue of whether the John Glenn Presidential Committee, Inc. and William R. White, as treasurer, violated 2 U.S.C. § 441b by accepting the \$500,000 loans from the AmeriTrust Co., BancOhio National Bank, Bank One of Columbus, N.A., and the Huntington National Bank;
  - c) Reject recommendation number 3 in the General Counsel's report dated December 3, 1986, and take no action at this time.

Commissioners Aikens, Elliott, Josefiak, McDonald, and McGarry voted affirmatively for the decision; Commissioner Thomas was recusing in this matter and was not present during its consideration.

2. Decided by a vote of 4-1 to

- a) Find reason to believe that AmeriTrust Co., BancOhio National Bank, Bank One of Columbus, N.A., and the Huntington National Bank violated 2 U.S.C. § 441b by making additional contributions to the John Glenn Presidential Committee, Inc. by extending the due dates for payment of the principal and/or interest by the Presidential Committee on the \$500,000 loans, and not requiring timely payment of the principal and/or interest by the Presidential Committee when due, which appears to go beyond the banks' ordinary course of business.

(continued)

- b) Take no action at this time with respect to the Senator John Glenn Committee in regard to recommendation number 4 in the General Counsel's report dated December 3, 1986.

Commissioners Aikens, Josefiak, McDonald, and McGarry voted affirmatively for the decision; Commissioner Elliott dissented. Commissioner Thomas was recusing in this matter and was not present during its consideration.

3. Decided by a vote of 4-1 to

- a) Find reason to believe that the John Glenn Presidential Committee, Inc., and William R. White, as treasurer, violated 2 U.S.C. §§ 441b and 434 by accepting the contributions described in Recommendation #4 in the FEC General Counsel's report dated December 3, 1986, and failing to report them;
- b) Take no action at this time with regard to Senator John Glenn Committee and William T. Brown, as treasurer, in connection with recommendation number 5 in the General Counsel's report dated December 3, 1986.

Commissioners Aikens, Josefiak, McDonald, and McGarry voted affirmatively for the decision; Commissioner Elliott dissented. Commissioner Thomas recused in this matter and was not present during its consideration.

(continued)

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4. Decided by a vote of 5-0 to

- a) Find no reason to believe that AmeriTrust Corp. violated 2 U.S.C. § 441b by making contributions to the John Glenn Presidential Committee, and close the file in this matter with respect to AmeriTrust Corp.
- b) Find no reason to believe that the John Glenn Presidential Committee, Inc., and William R. White, as treasurer, and the Senator John Glenn Committee and William T. Brown, as treasurer, violated 2 U.S.C. §§ 441b and 434 by accepting contributions from AmeriTrust Corp. and failing to report, or misreporting, them.

Commissioners Aikens, Elliott, Josefiak, McDonald, and McGarry voted affirmatively for the decision. Commissioner Thomas was recusing in this matter and was not present during its consideration.

5. Decided by a vote of 5-0 to

- a) Return recommendation number 8 to the Office of General Counsel asking that the factual and legal analysis and notification letters to respondents be revised as necessary based upon the decisions made this date.
- b) Request the Office of General Counsel to prepare interrogatories to the banks based upon the Commission discussion of this date.

Commissioners Aikens, Elliott, Josefiak, McDonald, and McGarry voted affirmatively for the decision. Commissioner Thomas was recusing in this matter and was not present during its consideration.

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6. Decided by a vote of 5-0 to reject the Kindness Committee's request that the Commission's investigation of the Glenn bank loans be made public and approve the letter notifying the Committee of that decision, as recommended in the FEC General Counsel's report dated December 3, 1986.

Commissioners Aikens, Elliott, Josefiak, McDonald, and McGarry voted affirmatively for the decision; Commissioner Thomas was recusing in this matter and not present during its consideration.

Attest:

12-17-86

Date

Marjorie W. Emmons

Marjorie W. Emmons  
Secretary of the Commission

33040305303

IN CLEVELAND, OHIO  
3200 NATIONAL CITY CENTER  
CLEVELAND, OHIO 44114  
(216) 581-0800  
TWX 910 481 6370

IN COLUMBUS, OHIO  
65 EAST STATE STREET  
COLUMBUS, OHIO 43215  
(614) 228-1241

IN MARYLAND  
8000 SUNNYSIDE AVE. SUITE 301  
BELTSVILLE, MARYLAND 20705  
(301) 837-4111

## BAKER & HOSTETLER

ATTORNEYS AT LAW

WASHINGTON SQUARE, SUITE 1100

1050 CONNECTICUT AVE. N.W.

WASHINGTON, D.C. 20006

(202) 661-1500

TELECOPIER: (202) 460-8087

TELEX 680-235-7875

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**HAND DELIVERED**  
87 FEB 13 P 3: 57

IN DENVER, COLORADO  
SUITE 1100, 303 EAST 17TH AVENUE  
DENVER, COLORADO 80203  
(303) 661-0800

IN ORLANDO, FLORIDA  
13TH FLOOR BARNETT PLAZA  
ORLANDO, FLORIDA 32801  
(305) 841-1111

IN VIRGINIA  
437 N. LEE STREET  
ALEXANDRIA, VIRGINIA 22314  
(703) 549-1284

February 13, 1987

WRITER'S DIRECT DIAL NO.:

(202) 661 - 1543

By Hand

Federal Election Commission  
999 E Street, N.W.  
Washington, D.C. 20463

Re: MUR 2194 John Glenn Presidential Committee, Inc.  
William R. White, as Treasurer

This will reply to the Commission's letter dated January 13, 1987 to the John Glenn Presidential Committee, Inc. and William R. White, as Treasurer in MUR 2194.

This latest investigation by the FEC arises out of bank loans reflecting borrowings by John Glenn Presidential Committee, Inc. from four banks. These borrowings are presently the subject of litigation in the United States District Court for the Southern District of Ohio, referred to in your letter.

We believe that the merits of the Committee's position clearly refute any suggestion that the action of either the Committee or the banks subsequent to the making of the loans was otherwise than in accordance with customary commercial behavior. Extension of the due dates was prudent action by the banks at the time, in order to encourage liquidation of this debt in the ordinary course of the Committee's fund-raising activities. It is obvious that no purpose would have been served if the banks had foreclosed on such loans and that it was in the best interest of the banks, and the Committee's other creditors, to permit the Committee to continue as a viable fund-raising entity in order to liquidate first the bank loans and subsequently the claims of other creditors.

How, it may be asked, could the failure to take counterproductive action constitute a violation of the law on the ground that such failure was not in the ordinary course of the banking business?

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GENERAL COUNSEL  
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Further, since the banks and the Committee behaved in a commercially acceptable fashion, there was nothing further for the Committee to report.

While we must leave it to the banks to inform you of the many considerations which went into their conclusion to work with this particular debtor, we find it inconceivable and certainly contrary to economic and commercial reality to believe that any other course of action by the banks and the Committee would have made sense.

The economies of procedure require that the issues now being raised in MUR 2194 belong in and should be made a part of the pending litigation in the District Court for the Southern District of Ohio. These issues are similar and the facts including the documents and the witnesses will in many respects be the same. Good political science and common sense underlie our request that these issues be incorporated in the pending litigation. Accordingly, the Committee and its Treasurer waive any rights to have the issues raised by the Commission on whether the banks acted within the ordinary course of business in extending the due dates and not acting "to require timely payment" and whether the Committee properly reported such matters pursued further administratively before the Commission and consent to and request the incorporation of such issues in the pending District Court proceedings in the Southern District of Ohio.

Sincerely,



Harlan Pomeroy

330405305



# Vorys, Sater, Seymour and Pease

Suite 1111 • 1828 L Street, NW • Washington, D.C. 20036-5104 • Telephone (202) 522-8200 • Telecopier (202) 335-0699 • Telex 440693

Arthur L Voss  
1856-1933  
Lowty F Sater  
1867-1935  
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1873-1926  
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In Columbus  
52 East Gay Street  
Post Office Box 1008  
Columbus, Ohio 43216-1008

Telephone (614) 464-6400  
Telecopier (614) 464-6350  
Rapidfax (614) 464-6453  
Telex 241348  
Cable VOYXSTER

**In Cleveland**  
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Cleveland, Ohio 44114-1724

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Post Office Box 0236  
Cincinnati, Ohio 45201-0236

Telephone (513) 421-8777  
Telecopier (513) 421-0107

## By Hand

**February 17, 1987**

The Honorable Scott E. Thomas, Chairman  
Federal Election Commission  
999 E Street, N.W.  
Washington, D.C. 20463

Re: MUR 2194  
AmeriTrust Company National Association  
BancOhio National Bank  
Bank One, Columbus, N.A.

Dear Chairman Thomas:

Enclosed for filing in MUR 2194 is the proposal of the above-referenced financial institutions. Because the original due date for filing fell on a national holiday, February 16, 1987, the filing is being made today. Please call me if there are any problems.

Sincerely,

Elton A. Efron

Ellen A. Efros

EAE:sjm  
Encls.

cc: Robert Bonham, Esq. (w/encls.)

87 Feb 17 02:30

39-111

23040653306

87 FEB 17 P 4: 27

OFFICE OF THE  
GENERAL COUNSEL

# Vorys, Sater, Seymour and Pease

52 East Gay Street - Post Office Box 1006 - Columbus, Ohio 43216-1006 - Telephone (614) 464-6400 - Telecopier (614) 464-6350 - Telex 241348 - Cable VORYSATEN

Arthur I. Vorys  
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Suite 2100 - Atrium Two  
221 East Fourth Street  
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Cincinnati, Ohio 45201-0236  
Telephone (513) 421-8777  
Telecopier (513) 421-0107

Writer's Direct Dial Number

(614) 464-6318

February 16, 1987

Federal Election Commission  
c/o The Honorable Scott E. Thomas, Chairman  
999 E Street, N.W.  
Washington, D. C. 20463

Re: MUR 2194  
AmeriTrust Company National Association  
BancOhio National Bank  
Bank One, Columbus, N.A.

Gentlemen:

In response to the Commission's correspondence dated January 13, 1987, the referenced financial institutions (the "Banks") propose that the matters remaining at issue in MUR 2194, by consent of the parties, be included in the litigation arising out of MUR 1689 and now pending in the United States District Court for the Southern District of Ohio (the "Pending Litigation").

## Facts

MUR 2194 arises out of the administration of loans (the "Loans") made to John Glenn Presidential Committee Inc. (the "Borrower") in early February 1984 by four national banks and focuses on whether the Banks violated 2 U.S.C. § 441b by extending due dates and "not requiring timely payment."

In response to several requests by the Borrower, the dates for full payment of the Loans were extended in writing from March 31, 1985, until January 15, 1986.\* By reason of the Commission's possession of documents and testimony obtained in

\* Although the Borrower's Schedules C-P to its FEC Form 3P reports will have covered the matter, because at least one additional extension was requested and not granted, an Affidavit of an officer of the Agent Bank under the Loans is included.

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Federal Election Commission  
February 16, 1987  
Page 2

its investigation under MUR 1689, the Commission has available (and, the Banks assume, has considered) at least the following facts:

1. The original due date of the Loans, and extensions thereof.
2. The cash, other liquid assets, revenues, and expenditures of the Borrower since the March 31, 1985, original due date.\*
3. The loan and security agreements, notes and other documentation of the Loans, demonstrating a perfected security interest in all of the Borrower's tangible and intangible assets.
4. That no additional credit has been extended to the Borrower by the Banks since February 15, 1984, and that the Borrower made payments of some principal and made interest payments through November 1985.
5. The importance that the officers of the Banks who passed on the Loans placed on the ability of Senator Glenn to raise funds, and on his personal "moral commitment" (and integrity) and the commitments of others, to retire the Loans.
6. The formation of an "umbrella committee" and revenues and expenditures related to the Borrower's fund-raising activities since March 31, 1985.

The foregoing support, we believe, conclusions, among others, that obtaining a judgment (and incurring the expense thereof) against Borrower (a) would not have improved the Banks' position with respect to Borrower's assets and (b) would risk adversely affecting Borrower's ability to raise funds.

"Reason to Believe"

At issue is whether the Banks made an illegal contribution by extending the due dates and by not requiring timely payment. The Commission surely does not assert that by not extending the due dates and by "requiring timely payment" the Banks could have "required" the generation of assets (when

---

\* Because this date is included within the original Loan documents, it is not at issue under MUR 2194.

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Federal Election Commission  
February 16, 1987  
Page 3

there were only minimal assets) from which payment could have been made. Even assuming (for purposes of this proposal) that the Banks had determined to take no action at all to collect what is now and has for some time been a troubled loan, "reason to believe" necessarily presumes the efficacy of some action or forbearance not taken by the Banks in collection.

For example, "reason to believe" could be hypothesized to question why the bankers, knowing that they already possessed a perfected security interest in all the Borrower's assets, and weighing the effect of such action against the willingness and ability of the Borrower and Senator Glenn to seek and obtain contributions, failed to seek a judgment on the indebtedness--a judgment which cannot logically be evaluated to have the potential of improving their position. "Reason to believe" calls into question the Banks' business judgment during the administration (the customary practice of a "workout" in lender's language) of the troubled Loans by the Banks as within or outside the ordinary course of the business of banking, in light of the collectability of the Borrower and the enforceability of the promises of those who are committed to repayment of the Loans. Even assuming the lack of any actions by the Banks consistent with troubled loan administration, the facts now in the Commission's possession suggest no more productive action available to the Banks within the constrained legal parameters of the documentation of the Loans.

Simply put, the issues raised by the Commission's January correspondence to the Banks turn on whether the Banks acted within the ordinary course of the business of banking.

#### Commonality of Issues and Resources

This proposal to include the MUR 2194 issues in the Pending Litigation is grounded primarily in the desire to avoid unnecessary and duplicative expenditure of the time and money of taxpayers, the courts, the Commission, the Borrower and the Banks.

First, MUR 2194 is predicated on the success of the Banks in the Pending Litigation--it is axiomatic that the Banks cannot be found to have made a prohibited contribution in the original extension of credit and to have violated § 441b again in the same loans without further extension of credit. The original extension of credit under § 441b is now at issue in the Pending Litigation.

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Federal Election Commission  
February 16, 1987  
Page 4

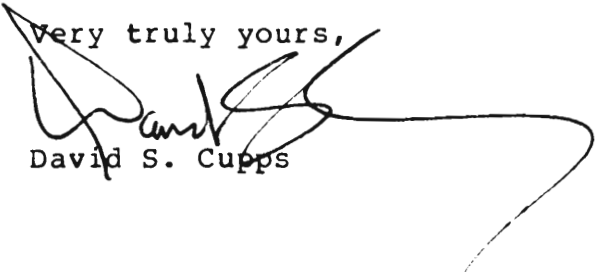
Second, based upon the Banks' and the Commission's experience in MUR 1689, the MUR 2194 investigation will expend considerable time (perhaps even beyond trial in the Pending Litigation), effort and expense involving the same documents, many of the same witnesses (the candidate, now a sitting United States Senator, Borrower committee officers, Bank officers and experts on the business of banking) and common questions of law. Moreover, if the Commission's investigation were to result in a finding of probable cause, both it and the other interested parties would be put to yet additional discovery and trial expense. None of the parties should be put to the burden and expense of duplicative discovery and multiple proceedings.

Conclusion

Because of the volume of facts, law and witnesses common to both MURs, the Banks propose that the parties consent to amending the pleadings in the Pending Litigation to include the question of whether, by extending the due dates for the payment of principal and/or interest and by not requiring timely payment of principal and/or interest under the Loans, the Banks acted outside the ordinary course of the business of banking.

Economy of public and private resources, as well as protection of the parties, mandates the conclusions underlying this proposal. The cooperation of the Commission is requested to effect it. We look forward to your response.

Very truly yours,

  
David S. Cupps

cc: Robert Bonham, Esq.  
John C. Pollock, Esq.  
Joseph R. Cook, Esq.  
Lee S. Adams, Esq.

3304055310

**BEFORE THE FEDERAL ELECTION COMMISSION  
999 E STREET, N.W.  
WASHINGTON, D.C. 20463**

**RE: MUR 2194  
AmeriTrust Company National Association  
BancOhio National Bank  
Bank One, Columbus, N.A.  
(collectively, the "Banks")**

**County of Franklin:  
: SS  
State of Ohio :**

**AFFIDAVIT**

**The undersigned, Richard D. Headley, Jr., being duly sworn and cautioned, hereby deposes and states as follows:**

- 1. He has been an officer of Bank One, Columbus, N.A. since prior to 1983 and currently holds the title of Senior Vice President.**
- 2. He is familiar with the extensions of credit (the "Loans") to John Glenn Presidential Committee Inc. ("Borrower") evidenced by the Loan Agreement dated as of February 8, 1984, among Borrower, Bank One, Columbus, N.A., as agent ("Agent"), the Banks and The Huntington National Bank (collectively with the Banks, the "Lending Banks"). In connection with the Loans, Borrower executed four demand Promissory Notes, each dated February 9, 1984, and each with an ultimate due date of March 31, 1985.**
- 3. At the request of Borrower, by written agreement among the Lending Banks and Borrower, the March 31, 1985 due date was extended until June 30, 1985.**
- 4. At the request of Borrower, by written agreement among the Lending Banks and Borrower, the June 30, 1985 due date was extended until September 30, 1985.**

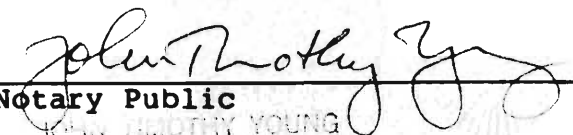
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- 88040685312
5. At the request of Borrower, by written agreement among the Lending Banks and Borrower, the September 30, 1985 due date was extended until December 31, 1985.
  6. At the request of Borrower, by written agreement among the Lending Banks and Borrower, the December 31, 1985 due date was extended until January 15, 1986.
  7. In December, 1985, Borrower requested in writing a further extension of the January 15, 1986 due date until May 15, 1986, and also an extension of time with respect to interest payments otherwise due December 15, 1985 and January 15, 1986.
  8. Discussion of the conditions under which the January 15, 1986 due date of the Notes and other due dates would be extended continued into 1986. By letter dated April 21, 1986, Agent advised Borrower that it had not satisfied the conditions required by the Lending Banks in order to extend the due date of the Loans until May 15, 1986, and that such conditions not having been met, the loans remained past due as of January 15, 1986.

Further Affiant sayeth naught.

  
Richard D. Headley, Jr.

Sworn to before me by Richard D. Headley, Jr. this 13<sup>th</sup> day of February, 1987.

  
Notary Public  
JOHN TIMOTHY YOUNG  
ATTORNEY AT LAW  
NOTARY PUBLIC - STATE OF OHIO  
LIFETIME COMMISSION

# Vorys, Sater, Seymour and Pease

52 East Gay Street-Post Office Box 1008-Columbus, Ohio 43261-1008-Telephone (614) 464-6400-Telecopier (614) 464-6350-Telex 241348-Cable vorys

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**HAND DELIVERED**

87 MAR 23 P 4: 30

CC# 2954

Arthur J. Vorys  
1856-1933  
Lowry F. Sater  
1867-1935  
Augustus T. Seymour  
1873-1926  
Edward L. Pease  
1873-1924

In Washington  
Suite 1111  
1828 L Street NW  
Washington D.C. 20036-5104

Telephone 202 822 8200  
Telecopier 202 835-0600  
Telex 440693

In Cleveland  
2100 One Cleveland Center  
1375 East Ninth Street  
Cleveland Ohio 44114-1724

Telephone 216 621 7091  
Telecopier 216 621 8366

In Cincinnati  
Suite 2100 - Armon Two  
221 East Fourth Street  
Post Office Box 0246  
Cincinnati, Ohio 45201-0246

Telephone 513 421 8727  
Telecopier 513 421 0107

Writer's Direct Dial Number

(614) 464-6318

March 18, 1987

Federal Election Commission  
c/o The Honorable Scott E. Thomas, Chairman  
999 E Street, N.W.  
Washington, D.C. 20463

Re: MUR 2194

Ameritrust Company National Association  
BancOhio National Bank  
Bank One, Columbus, N.A. (collectively,  
the "Banks")  
Federal Election Commission v. Bank One,  
Columbus, N.A., et al.  
Civil Action No. C2-86-1082 (S.D. Ohio)

Gentlemen:

The above-styled action and related declaratory judgment actions (the "Litigation") arising out of MUR 1689 have been set for trial on May 4, 1987. The Commission currently has made a "reason to believe" finding in MUR 2194 with respect to the Banks and others.

We previously wrote to you by letter dated February 16, 1987, proposing that the matters at issue in MUR 2194 be included in that Litigation in order to avoid duplicative expenditure of time and money for all involved. In connection with, and solely in order to facilitate, that request, the Banks hereby:

1. agree to an expeditious consideration by the Commission of MUR 2194; and
2. waive, to the extent necessary, any applicable time periods, whether relative to notices, responses or otherwise, imposed by statute, regulation, or other procedure, applicable to the Banks and the Commission in connection with its consideration of MUR 2194, up to and

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Federal Election Commission

Page 2

March 18, 1987

including those periods necessary for the Commission to institute civil action pursuant to 2 U.S.C. §437g(a)(6)(A).

The foregoing waivers are conditioned upon the agreement of the Commission to expedite its consideration of MUR 2194 in accordance with the request.

In connection with the Litigation and the proposal hereof relative to MUR 2194, the Banks hereby waive the public disclosure provisions of 2 U.S.C. 437g(a)(4) and the confidentiality provisions of 2 U.S.C. §437g(a)(12) and the regulations thereunder applicable to the Banks with respect to MUR's 1689, 2206 and 2194.

Very truly yours,



David S. Cupps

DSC/pp

cc: Robert E. Pease, Esq.

83040635314

6cc 2978

**BAKER & HOSTETTLER**

RECEIVED  
OFFICE OF THE  
GENERAL COUNSEL

IN CLEVELAND, OHIO  
3200 NATIONAL CITY CENTER  
CLEVELAND, OHIO 44114  
(216) 581-0500

IN ORLANDO, FLORIDA  
13TH FLOOR BARNETT PLAZA  
ORLANDO, FLORIDA 32801  
(305) 841-1111

COUNSELLORS AT LAW  
CAPITOL SQUARE  
98 EAST STATE STREET  
COLUMBUS, OHIO 43215  
(614) 528-1541  
TELECOPIER (614) 488-2010  
DIRECT DIAL NUMBER  
(614) 462-2692

March 20, 1987

IN WASHINGTON, D.C.  
1000 CONNECTICUT AVE., N.W.  
WASHINGTON, D.C. 20036  
(202) 691-1500

IN DENVER, COLORADO  
SUITE 400  
300 EAST 17TH AVENUE  
DENVER, COLORADO 80203  
(303) 681-5500

MAR 26 4:03 PM '87

Federal Election Commission  
c/o The Honorable Scott E. Thomas, Chairman  
999 East Street N.W.  
Washington, D.C. 20463

Re: MUR 2194

John Glenn Presidential Committee, Inc.  
William R. White  
John Glenn (collectively, the "Glenn Campaign")  
Federal Election Commission v. Bank One,  
Columbus, N.A., et al.  
Civil Action No. C2-86-1082 (S.D. Ohio)

Gentlemen:

The above-styled action and related declaratory judgment actions (the "Litigation") arising out of MUR 1689 have been set for trial on May 4, 1987. The Commission currently has made a "reason to believe" finding in MUR 2194 with respect to the Glenn Campaign and others.

On behalf of the Glenn Campaign, I ask that the matters at issue in MUR 2194 be included in the Litigation in order to avoid duplicative expenditure of time and money for all involved. In connection with, and solely in order to facilitate, that request, the Glenn Campaign hereby:

- (1) Agrees to an expeditious consideration by the Commission of MUR 2194; and
- (2) Waives, to the extent necessary, any applicable time periods, whether relative to notices, responses or otherwise, imposed by statute, regulation, or other procedure, applicable to the

BAKER & HOSTETLER

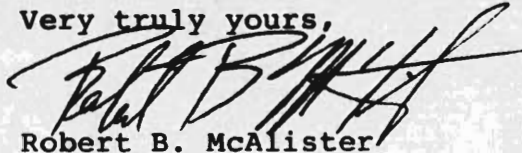
Federal Election Commission  
March 20, 1987  
Page 2

Glenn Campaign and the Commission in connection with its consideration of MUR 2194, up to and including those periods necessary for the Commission to institute civil action pursuant to 2 U.S.C. §437g(a)(6)(A).

The foregoing waivers are conditioned upon the agreement of the Commission to expedite its consideration of MUR 2194 in accordance with the request.

In connection with the Litigation and the proposal hereof relative to MUR 2194, the Glenn Campaign hereby waives the public disclosure provisions of 2 U.S.C. 437g(a)(4) and the confidentiality provisions of 2 U.S.C. §437g(a)(12) and the regulations thereunder applicable to the Glenn Campaign with respect to MUR's 1689, 2206 and 2194.

Very truly yours,



Robert B. McAlister

cc: Robert E. Pease, Esq.  
David S. Cupps, Esq.  
James E. Pohlman, Esq.

38040585310





FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

**RECEIVED**

87 MAR 26 P 3:38

COMMISSION SECRETARY

MEMORANDUM

TO: The Commission

FROM: Lawrence M. Noble *LM*  
Acting General Counsel

SUBJECT: General Counsel's Report  
MUR 2194 (John Glenn Presidential Committee, Inc.)

We request that this report be placed on the agenda for the Executive Session on Tuesday, March 31, 1987.

The report discusses requests from the respondents that relate to the litigation arising out of MUR 1689, which is set for trial on May 4, 1987.

98040585317

Submitted Late

EXECUTIVE SESSION

MAR 31 1987

Submitted Late



BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of the )  
John Glenn Presidential ) MUR 2194  
Committee, Inc., and )  
William R. White, as treasurer )

GENERAL COUNSEL'S REPORT

Background

On December 16, 1986, the Commission found reason to believe that AmeriTrust Co., BancOhio National Bank, Bank One of Columbus, N.A. and the Huntington National Bank each violated 2 U.S.C. § 441b by making contributions to the John Glenn Presidential Committee, Inc. when they both extended the due dates for payment of principal and/or interest on four previously existing \$500,000 loans by the banks to the Presidential Committee, and failed to require timely payment of the principal and/or interest on those loans when due. The Commission also found reason to believe that the Presidential Committee and William R. White, as treasurer, violated 2 U.S.C. §§ 434 and 441b by accepting the contributions from the banks and failing to report them. These findings were premised on the fact that the banks' actions appeared to go beyond the banks' ordinary course of business.

The Office of the General Counsel has received letters from counsel for six of the seven respondents requesting that, rather than investigating the violations by respondents, the Commission

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waive any applicable procedures<sup>1/</sup> under the statute and immediately incorporate the matters in issue in this MUR into the litigation between the Commission and the respondents which is already pending in the United States District Court for the Southern District of Ohio. Attachments 1-4.<sup>2/</sup> That litigation, which arose from MUR 1689, involves the original granting of the loans which are the subject-matter of this MUR. The respondents contend, inter alia, that the consolidation of both matters, which involve many common issues of law and fact, will eliminate the need for duplicative discovery and multiple proceedings. See e.g., Attachment 2 at 5.

#### Analysis

Although respondents' contentions may have some merit, this Office believes the Commission should deny their request at this time. The Act sets forth several additional procedural prerequisites which the Commission should satisfy in this matter prior to deciding whether to take it to court. See 2 U.S.C. § 437g(a)(3) and (4)(A)(i). These steps, namely a decision as to whether there is probable cause and an attempt to correct the violations through conciliation, will allow the Commission to further consider the matter in light of all the evidence and

---

<sup>1/</sup> Specifically, the respondents request that the Commission waive the requirement of 2 U.S.C. § 437g(a)(3), (4) and (6).

<sup>2/</sup> Counsel for the remaining respondent, the Huntington National Bank, has informed the General Counsel's Office by telephone that he concurs in the requests by the counsel for the other respondents as stated in their February letters.

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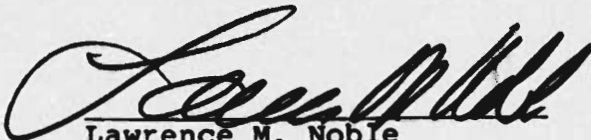
factors. The General Counsel's Office therefore recommends that the Commission deny the respondents' requests, at least at this time, and proceed with its investigation.

**RECOMMENDATIONS**

1. Deny respondents' requests at this time to waive any applicable time limits and procedures and confidentiality provisions of 2 U.S.C. § 437g(a)(12) and to immediately incorporate the matters at issue in this MUR into the litigation between the Commission and respondents, which is already pending in the United States District Court for the Southern District of Ohio.
2. Approve the attached letters.

Date

3/26/87

  
Lawrence M. Noble  
Acting General Counsel

**Attachments:**

- |     |                                       |
|-----|---------------------------------------|
| 1-4 | Letters from counsel for respondents. |
| 5-7 | Proposed letters.                     |

88040585320

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of )  
 )  
John Glenn Presidential )  
Committee, Inc. and ) MUR 2194  
William R. White, as )  
treasurer )

CERTIFICATION

I, Marjorie W. Emmons, recording secretary for the Federal Election Commission executive session of March 31, 1987, do hereby certify that the Commission decided by a vote of 5-0 to take the following actions in MUR 2194:

1. Deny respondents' requests at this time to waive any applicable time limits and procedures and confidentiality provisions of 2 U.S.C. § 437g(a)(12) and to immediately incorporate the matters at issue in this MUR into the litigation between the Commission and respondents, which is already pending in the United States District Court for the Southern District of Ohio.
2. Approve the letters attached to the General Counsel's report dated March 26, 1987.

Commissioners Aikens, Elliott, Josefiak, McDonald, and McGarry voted affirmatively for the decision. Commissioner Thomas recused in this matter and was not present during its consideration.

Attest:

4-1-84

Date

Marjorie W. Emmons

Marjorie W. Emmons  
Secretary of the Commission





FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

April 2, 1987

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

John Timothy Young, Esquire  
Vorys, Sater, Seymour and Pease  
52 East Gay Street  
P.O. Box 1008  
Columbus, OH 43216-1008

Re: MUR 2194  
AmeriTrust Company, N.A.  
BancOhio National Bank, and  
Bank One of Columbus, N.A.

Dear Mr. Young:

You were previously notified by letter dated January 13, 1987 that the Commission had found reason to believe your clients, AmeriTrust Co., BancOhio National Bank and Bank One of Columbus, violated 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended. The Commission is in receipt of your letters dated February 16, 1987, and March 18, 1987.

In your letters, you request that, rather than investigating the above alleged violations by your clients, the Commission immediately incorporate the matters at issue in MUR 2194 into the litigation between the Commission and your clients presently pending in the United States District Court for the Southern District of Ohio. As you note, that litigation involves the original granting of the same loans which are the subject-matter of this MUR.

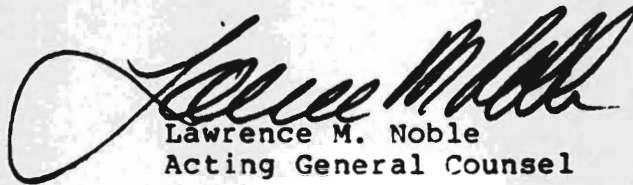
Although the consolidation of both matters could result in some economies, particularly with respect to discovery, it may also deprive the Commission of necessary opportunities to further consider the facts and circumstances of the matter. Therefore, the Commission has denied your request at this time. Because the

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Act provides for the further procedural steps set forth in 2 U.S.C. §§ 437g(a)(3) and (4)(A)(i) prior to taking a matter to litigation, the Commission will continue its investigation into this matter.

If you should have any questions, please direct them to Robert Bonham, the attorney assigned to this matter, at (202) 376-5690.

Sincerely,



Lawrence M. Noble  
Acting General Counsel

R 3 0 4 0 3 8 5 3 2 3



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

April 2, 1987

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Harlan Pomeroy, Esquire  
Baker & Hostetler  
Washington Square, Suite 1100  
1050 Connecticut Avenue, N.W.  
Washington, D.C. 20036

Re: MUR 2194  
John Glenn Presidential  
Committee, Inc., and William R.  
White, as treasurer

Dear Mr. Pomeroy:

You were previously notified by letter dated January 13, 1987 that the Commission had found reason to believe your clients violated 2 U.S.C. §§ 434 and 441b, provisions of the Federal Election Campaign Act of 1971, as amended. The Commission is in receipt of your letter dated February 13, 1987, and Mr. Robert B. McAlister's letter dated March 20, 1987.

In your letter, you request that, rather than investigating the above alleged violations by your clients, the Commission immediately incorporate the matters at issue in MUR 2194 into the litigation between the Commission and your clients presently pending in the United States District Court for the Southern District of Ohio. As you note, that litigation involves the original granting of the same loans which are the subject-matter of this MUR.

Although the consolidation of both matters could result in some economies, particularly with respect to discovery, it may also deprive the Commission of necessary opportunities to further consider the facts and circumstances of the matter. Therefore, the Commission has denied your request at this time. Because the

3 8 0 4 0 5 0 5 3 2 4

Act provides for the further procedural steps set forth in 2 U.S.C. §§ 437g(a)(3) and (4)(A)(i) prior to taking a matter to litigation, the Commission will continue its investigation into this matter.

If you should have any questions, please direct them to Robert Bonham, the attorney assigned to this matter, at (202) 376-5690.

Sincerely,



Lawrence M. Noble  
Acting General Counsel

cc: Mr. Robert B. McAlister  
Baker & Hostetler  
65 East State Street  
Columbus, Ohio 43215

88040585325





**FEDERAL ELECTION COMMISSION**

WASHINGTON, D.C. 20463

April 2, 1987

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Robert W. Trafford, Esquire  
Porter, Wright, Morris & Arthur  
1133 15th Street, N.W.  
Washington, D.C. 20005

Re: MUR 2194  
Huntington National Bank

Dear Mr. Trafford:

You were previously notified by letter dated January 13, 1987 that the Commission had found reason to believe your client violated 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended. Although you did not submit a response to that notification, you indicated in your February 18, 1987 conversation with Commission staff attorney Robert Bonham that you concur in the request made by counsel for the other respondents in this matter that, rather than investigating the alleged violations by respondents, the Commission immediately incorporate the matters at issue in MUR 2194 into the litigation between the Commission and those respondents which is presently pending in the United States District Court for the Southern District of Ohio. That litigation involves the original granting of the same loans which are the subject-matter of this MUR.

Although the consolidation of both matters could result in some economies, particularly with respect to discovery, it may also deprive the Commission of necessary opportunities to further consider the facts and circumstances of the matter. Therefore, the Commission has denied your request at this time. Because the Act provides for the further procedural steps set forth in 2 U.S.C. §§ 437g(a)(3) and (4)(A)(i) prior to taking a matter to litigation, the Commission will continue its investigation into this matter.

- 2 -

If you should have any questions, please direct them to Robert Bonham, the attorney assigned to this matter, at (202) 376-5690.

Sincerely,

A handwritten signature in dark ink, appearing to read "Lawrence M. Noble", with a large, stylized initial "L" and "M".

Lawrence M. Noble  
Acting General Counsel

88040635327

GCC#3298

# Vorys, Sater, Seymour and Pease

Suite 1111 • 1828 L Street, NW • Washington, D.C. 20036-2104 • Telephone (202) 638-6300 • Telecopier (202) 635-0600 • Telex 440093

Arthur I. Vorys  
1856-1933  
Lowry F. Sater  
1867-1935  
Augustus T. Seymour  
1873-1926  
Edward L. Pease  
1873-1924

In Columbus  
53 East Gay Street  
Post Office Box 1008  
Columbus, Ohio 43216-1008

Telephone (614) 464-8400  
Telecopier (614) 464-8350  
Rapifax (614) 464-8453  
Telex 241348  
Cable VORYSATER

In Cleveland  
2100 One Cleveland Center  
1375 East Ninth Street  
Cleveland, Ohio 44114-1724

Telephone (216) 621-7091  
Telecopier (216) 621-8366

In Cincinnati  
Suite 2100 • Atrium Two  
221 East Fourth Street  
Post Office Box 0236  
Cincinnati, Ohio 45201-0236

Telephone (513) 421-8777  
Telecopier (513) 421-0107

May 4, 1987

BY HAND

Lawrence M. Noble, Esq.  
Acting General Counsel  
Federal Election Commission  
999 E Street, N.W.  
Washington, D.C. 20463

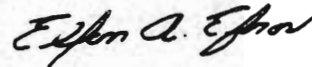
Re: MUR 2194

Dear Mr. Noble:

As counsel for and on behalf of Bank One, Columbus, N.A., AmeriTrust Company National Association, and BancOhio National Bank, we request pre-probable cause conciliation of the above-captioned Kindness MUR

Thank you for your cooperation in this regard.

Sincerely,



Ellen A. Efros

EAE/jlf

cc: James E. Pohlman, Esq.  
Robert A. Trafford, Esq.  
Robert B. McAlister, Esq.

87 MAY 4 P 5:34

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GENERAL COUNSEL

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5-4-87 3:30 p.m.  
CC# 3299

# BAKER & HOSTETLER

COUNSELLORS AT LAW

CAPITOL SQUARE

65 EAST STATE STREET

COLUMBUS, OHIO 43215

(614) 266-1541

TELECOPIER: (614) 462-2616

DIRECT DIAL NUMBER

(614) 462-2692

May 4, 1987

IN CLEVELAND, OHIO  
3200 NATIONAL CITY CENTER  
CLEVELAND, OHIO 44114  
(216) 581-0200

IN ORLANDO, FLORIDA  
13TH FLOOR BARNETT PLAZA  
ORLANDO, FLORIDA 32801  
(305) 841-1111

IN WASHINGTON, D.C.  
1050 CONNECTICUT AVE., N.W.  
WASHINGTON, D.C. 20036  
(202) 691-1800

IN DENVER, COLORADO  
SUITE 1100  
303 EAST 17TH AVENUE  
DENVER, COLORADO 80203  
(303) 691-0800

## HAND-DELIVERED

Lawrence M. Noble, Esq.  
Acting General Counsel  
Federal Election Commission  
999 E Street N.W.  
Washington, D.C. 20463

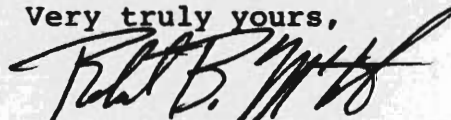
Re: MUR 2194

Dear Mr. Noble:

As counsel for and on behalf of the John Glenn Presidential Committee, Inc., William R. White, and John Glenn (collectively the "Glenn Committee"), I request pre-probable cause conciliation of the above-captioned Kindness MUR.

Thank you for your cooperation in this regard.

Very truly yours,



Robert B. McAlister

cc: David S. Cupps, Esq.  
James E. Pohlman, Esq.  
Robert A. Trafford, Esq.

87 MAY 5 4 9:29

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GENERAL COUNSEL

33040685329



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COMMISSIONER  
MAY 7 1967 P2:51

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of )

Senator John Glenn Committee, )

and William J. Brown, as )

treasurer, )

John Glenn Presidential )

Committee, Inc., and )

William R. White, as )

treasurer, )

AmeriTrust Company )

National Association, )

BancOhio National Bank, )

Bank One of Columbus, N.A., )

The Huntington National )

Bank. )

MUR 2194

07 MAY 12 PM 4:21  
COMMISSION  
D  
SENSITIVE  
EXECUTIVE SESSION  
MAY 19, 1987

GENERAL COUNSEL'S REPORT

On May 4 and 7, 1987, the Commission received requests from the above-referenced respondents requesting pre-probable cause conciliation. These requests were made in conjunction with a negotiated proposed consent order in FEC v. Bank One, Columbus, N.A., et al., Civil Action No. C2-86-1082 (S.D. Ohio). For the reasons set forth in the memorandum regarding the settlement of the litigation, this Office believes that it is in the Commission's best interest to now settle these matters. In order to resolve both the pending litigation and this matter, the Office of the General Counsel recommends that the Commission enter into pre-probable cause conciliation with respondents, and approve the attached conciliation agreement.

I. BACKGROUND

On July 3, 1986, the Commission received a complaint from Gordon M. Strauss, as General Counsel of the Kindness for Senate Committee, alleging violations of the Act by the Senator John

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Glenn Committee ("Senate Committee"), the John Glenn Presidential Committee, Inc. ("Presidential Committee"), and four Ohio financial institutions: AmeriTrust Corp., BancOhio, Bank One of Columbus, N.A., and the Huntington National Bank ("Banks"). The complaint essentially alleged two different sets of violations by the respondents. First, the complaint alleged that the initial granting of the \$500,000 loans by the four financial institutions to the Presidential Committee was outside the normal course of business because the Presidential Committee never gave the institutions any "assurance" that the loans would be repaid. The complaint alleged that the loans, therefore, constitute prohibited contributions by the named respondents to the Presidential Committee in violation of 2 U.S.C. § 441b. The complaint also alleges that the Presidential Committee violated 2 U.S.C. §§ 434 and 441b by accepting the loans and incorrectly reporting them as "secured."

Second, the complaint alleged that, at the Presidential Committee's request, the financial institutions made additional contributions in violation of 2 U.S.C. § 441b to both the Presidential and Senate Committees by permitting the Presidential Committee to suspend its fundraising efforts until after the November 1986 general election, thus enabling the Senate Committee to solicit contributions to Glenn's reelection campaign from potential Presidential Committee contributors without competing with the Presidential Committee for those funds. The

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complaint also alleged that both Glenn Committees violated 2 U.S.C. § 441b by accepting these additional contributions.

On December 16, 1986, the Commission, after dismissing AmeriTrust Corp. and substituting AmeriTrust Company National Association,<sup>1/</sup> found reason to believe that AmeriTrust and the three other banks violated 2 U.S.C. § 441b by making additional contributions to the Presidential Committee by extending the dates for payment of the principal and/or interest by the Presidential Committee on the \$500,000 loans, and not requiring timely payment of the principal and/or interest when due. The Commission found reason to believe the Presidential Committee, and William R. White, as treasurer, violated 2 U.S.C. §§ 434 and 441b through failure to report the above described contributions and by accepting those contributions. The Commission also decided to take no action at that time with respect to the other allegations in the complaint.

## II. ANALYSIS

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<sup>1/</sup> The Kindness complaint had erroneously named AmeriTrust Corp. instead of AmeriTrust Company National Association. The Commission therefore found both no reason to believe that AmeriTrust Corp. violated 2 U.S.C. § 441b by making contributions to the Presidential Committee and no reason to believe that the Presidential Committee or its treasurer violated section 441b by accepting such contributions.

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The complaint raised two final issues. First, whether the Senator John Glenn Committee ("Senatorial Committee"), William T. Brown, treasurer, violated the Act by accepting contributions from the Banks through the Banks' extensions of the due dates of the loans to the Presidential Committee, and second, whether the original loans were made in the ordinary course of business. With respect to the first issue, the Commission previously voted to take no action. This Office recommends that the Commission continue with this manner of treatment and vote to take no further action on this issue. Finally, the issue regarding the original making of the loans is being resolved in the context of the litigation, this Office, therefore, recommends that the Commission take no further action on that matter.

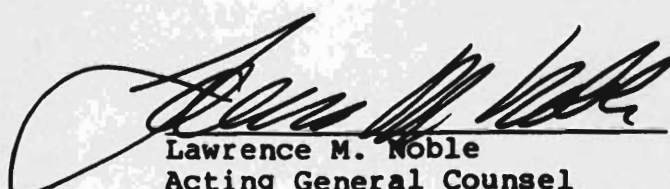
### III. RECOMMENDATIONS

1. Enter into conciliation with John Glenn Presidential Committee, Inc., William R. White, as treasurer; AmeriTrust Company National Association; BancOhio National Bank; Bank One, Columbus, N.A.; and The Huntington National Bank prior to a finding of probable cause to believe.
2. Approve the attached proposed conciliation agreement.
3. Take no further action regarding the issue of whether AmeriTrust Company National Association, BancOhio, Bank One, Columbus, N.A., and The Huntington National Bank violated 2 U.S.C. § 441b by making \$500,000 loans outside the ordinary course of business to the John Glenn Presidential Committee, Inc.
4. Take no further action regarding the issue of whether the John Glenn Presidential Committee, Inc. and William R. White, as treasurer, violated 2 U.S.C. § 441b by accepting the \$500,000 loans from the AmeriTrust Company National Association, BancOhio National Bank, Bank One of Columbus, N.A., and The Huntington National Bank;

5. Take no further action regarding the issue of whether the Senator John Glenn Committee, William T. Brown, as treasurer, violated 2 U.S.C. § 441b by accepting contributions from AmeriTrust Company National Association, BancOhio, Bank One, Columbus, N.A., and The Huntington National Bank through the Banks' extensions of the due dates of the loans made to the John Glenn Presidential Committee, Inc.

Date

5/12/87

  
Lawrence M. Noble  
Acting General Counsel

Attachments

1. Request for conciliation
2. Proposed Conciliation Agreement

88040685336

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of )  
)  
Senator John Glenn Committee, )  
and William J. Brown, as )  
treasurer )  
John Glenn Presidential )  
Committee, Inc. and ) MUR 2194  
William R. White, as )  
treasurer )  
AmeriTrust Company National )  
Association )  
BancOhio National Bank )  
Bank One of Columbus, N.A. )  
The Huntington National Bank )

CERTIFICATION

I, Marjorie W. Emmons, recording secretary for the Federal Election Commission executive session of May 19, 1987, do hereby certify that the Commission decided by a vote of 5-0 to take the following actions in MUR 2194:

1. Enter into conciliation with John Glenn Presidential Committee, Inc., William R. White, as treasurer; AmeriTrust Company National Association; BancOhio National Bank; Bank One, Columbus, N.A.; and The Huntington National Bank prior to a finding of probable cause to believe.
2. Approve the proposed conciliation agreement attached to the General Counsel's report dated May 12, 1987.

(continued)

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3. Take no further action regarding the issue of whether AmeriTrust Company National Association, BancOhio, Bank One, Columbus, N.A., and The Huntington National Bank violated 2 U.S.C. § 441b by making \$500,000 loans outside the ordinary course of business to the John Glenn Presidential Committee, Inc.
4. Take no further action regarding the issue of whether the John Glenn Presidential Committee, Inc. and William R. White, as treasurer, violated 2 U.S.C. § 441b by accepting the \$500,000 loans from the AmeriTrust Company National Association, BancOhio National Bank, Bank One of Columbus, N.A., and The Huntington National Bank.
5. Take no further action regarding the issue of whether the Senator John Glenn Committee, William T. Brown, as treasurer, violated 2 U.S.C. § 441b by accepting contributions from AmeriTrust Company National Association, BancOhio, Bank One, Columbus, N.A., and The Huntington National Bank through the Banks' extensions of the due dates of the loans made to the John Glenn Presidential Committee, Inc.

Commissioners Aikens, Elliott, Josefiak, McDonald, and McGarry voted affirmatively for the decision; Commissioner Thomas recused and was not present during the consideration of this matter.

Attest:

May 20, 1987  
Date

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

88040585338

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

Senator John Glenn Committee,  
and William J. Brown, as  
treasurer

John Glenn Presidential Committee,  
Inc. and William R. White, as  
treasurer

Ameritrust Company National  
Association

BancOhio National Bank

Bank One of Columbus, N.A.

The Huntington National Bank

MUR 2194

87 MAY 28  
ALL : 29

GENERAL COUNSEL'S REPORT

BACKGROUND

On May 19, 1987, the Commission approved the recommendations of this Office including, among other things, a proposed conciliation agreement. Because this conciliation agreement, along with the resolution of the litigation in FEC v. Bank One, Columbus, N.A., et. al., Civil Action No. C2-86-1082 (S.D. Ohio) resolves all of the issues in this matter, this Office recommends that the Commission close the file in this matter.

RECOMMENDATION

1. Close the file.
2. Approve the attached letters.

Date

5/28/87

Lawrence M. Noble  
Acting General Counsel

Attachments

1. Consent Order
2. Letters

93040685339

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

Senator John Glenn Committee,  
and William J. Brown, as  
treasurer  
John Glenn Presidential Committee,  
Inc. and William R. White, as  
treasurer  
AmeriTrust Company National  
Association  
BancOhio National Bank  
Bank One of Columbus, N.A.  
The Huntington National Bank

MUR 2194

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal  
Election Commission, do hereby certify that on June 1,  
1987, the Commission decided by a vote of 5-0 to take  
the following actions in MUR 2194:

1. Close the file.
2. Approve the letters, as recommended in the  
General Counsel's Report signed May 28, 1987.

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

Attest:

6/2/87  
Date

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

Received in the Office of Commission Secretary:  
Circulated on 48 hour tally basis:  
Deadline for vote:

Thurs., 5-28-87, 11:28  
Thurs., 5-28-87, 4:00  
Mon., 6-01-87, 4:00

8804053340



FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

June 3, 1987

John Timothy Young, Esquire  
Vorys, Sater, Seymour and Pease  
52 East Gay Street  
P. O. Box 1008  
Columbus, OH 43216-1008

RE: MUR 2194  
AmeriTrust Company N.A.,  
BancOhio National Bank, and  
Bank One of Columbus, N.A.

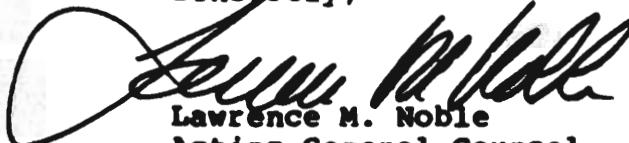
Dear Mr. Young:

On June 1, 1987, the Federal Election Commission accepted the signed conciliation agreement submitted on your clients' behalf in settlement of a violation of 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended. Accordingly, the file has been closed in this matter as it pertains to your clients. This matter will become a part of the public record within 30 days. If you wish to submit any factual or legal materials to appear on the public record, please do so within ten days. Such materials should be sent to the Office of the General Counsel

Please be advised that information derived in connection with any conciliation attempt will not become public without the written consent of the respondent and the Commission. See 2 U.S.C. § 437g(a)(4)(B). The enclosed conciliation agreement, however, will become a part of the public record.

Enclosed you will find a copy of the fully executed conciliation agreement for your files. If you have any questions, please contact Robert Bonham, the attorney assigned to this matter at (202) 376-8200.

Sincerely,

  
Lawrence M. Noble  
Acting General Counsel

Enclosure  
Conciliation Agreement

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of )

John Glenn Presidential Committee Inc., )  
and William R. White, as Treasurer, )  
AmeriTrust Company National Association, )  
BancOhio National Bank, )  
Bank One, Columbus, N.A., and )  
The Huntington National Bank )

MUR 2194

CONCILIATION AGREEMENT

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This matter was initiated by a signed, sworn, and notarized complaint filed with the Commission on July 3, 1986, by Gordon M. Strauss, as General Counsel of the Kindness for Senate Committee. On December 16, 1986, the Federal Election Commission (the "Commission") found reason to believe that AmeriTrust Company National Association, BancOhio National Bank, Bank One, Columbus, N.A. and The Huntington National Bank (collectively, the "Banks") each violated 2 U.S.C. §441b by making contributions to the John Glenn Presidential Committee Inc. ("Glenn Committee") when the Banks agreed to extend the due dates for payment of principal and/or interest on four previously existing \$500,000 loans by the Banks to the Glenn Committee, and failed to require timely payment of the principal and/or interest on those loans when due. The Commission also found reason to believe that the Glenn Committee and William R. White, as Treasurer, violated 2 U.S.C. §§434 and 441b by accepting those contributions from the Banks and failing to report them. These findings were premised on the fact that the Banks' actions appeared to go beyond the Banks' ordinary course of business.

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NOW, THEREFORE, the Banks, Glenn Committee and William R. White (the "Respondents") and the Commission, having participated in informal methods of conciliation, prior to a finding of probable cause to believe, do hereby agree as follows:

I. The Commission has jurisdiction over the Respondents and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 2 U.S.C. §437g(a)(4)(A)(i).

II. Respondents have had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. Respondents enter voluntarily into this agreement with the Commission.

IV. Respondent, John Glenn Presidential Committee Inc., is the authorized principal campaign committee for John Glenn's 1984 presidential primary election campaign. William R. White is the current Treasurer of the Glenn Committee.

V. AmeriTrust Company National Association, BancOhio National Bank, Bank One, Columbus, N.A., and The Huntington National Bank are all national banks.

VI. On February 9, and February 15, 1984, the Glenn Committee received loans from AmeriTrust Company National Association, BancOhio National Bank, Bank One, Columbus, N.A., and Huntington National Bank totalling \$2 million. These loans are demand loans and were originally to be paid in full by March 31, 1985.

VII. 2 U.S.C. §441b(a) prohibits national banks from making contributions in connection with any election, and candi-

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dates and political committees from accepting any such contributions.

VIII. 2 U.S.C. §441b(b)(2) defines the term "contribution" to include any loan by a national bank that is not made in the ordinary course of business to any candidate or campaign committee in connection with any federal election.

IX. 2 U.S.C. §431(8)(B)(vii)(II) states, among other requirements, that a loan by a national bank is in the ordinary course of business, and not a contribution, if the loan is made on a basis which assures repayment.

X. On or about November 15, 1985, the Glenn Committee suspended the monthly installment payments of interest required by its loan agreement with the Banks. Despite this unilateral suspension of monthly payments, the Banks granted an extension of the final principal payment date to the Glenn Committee. Even after the expiration of the extensions, the Banks did not foreclose on the loans. The Commission therefore found reason to believe that the extensions of the March 31, 1985 date and/or not requiring timely payment of the principal and/or interest when due were not in the ordinary course of business and the Banks were in violation of 2 U.S.C. §441b, and the Glenn Committee was in violation of 2 U.S.C. §§434 and 441b.

XI. Respondents contend, however, that the Banks extended the original March 31, 1985 date in the loans to the Glenn Committee at times when the Glenn Committee was without sufficient funds to repay the loans; that such extensions did not change the demand character of the loans, were in the ordinary

course of business and were based on Senator John Glenn's personal commitment to raise the funds necessary to repay the loans, the undertakings of the comfort letter signers, the insurance policy on the life of John Glenn in favor of the Banks, and other security given; that to date the Glenn Committee has paid at least \$1,170,271.33 in principal and interest on the loans; and that accordingly the reporting and the extensions of the loans did not result in a violation of 2 U.S.C. §441b by the Banks or 2 U.S.C. §§434 and 441b by the Glenn Committee.

XII. For purposes of settlement of this matter only, Respondent Banks do not further contest the Commission's allegations that the extensions of the loan's due date and/or the failure to require timely payment of the principal and/or interest on those loans was in violation of 2 U.S.C. 441b. For purposes of settlement of this matter only, Respondents Glenn Committee and William R. White do not further contest the Commission's allegations that the extensions of the loan's due date and/or the failure to require timely payment of the principal and/or interest on those loans and the reporting thereof was in violation of 2 U.S.C. §§434 and 441b. By agreeing not to further contest the Commission's allegations, Respondents do not concede that such allegations are proven by the record in this matter.



XIII. In settlement of this matter, the Respondent John Glenn President Committee Inc. agrees to pay one thousand dollars (\$1,000.00) to the Federal Election Commission.

XIV. Nothing in this Agreement may be used in any other judicial or administrative proceeding against, or as an admission by, any of the Respondents.

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

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

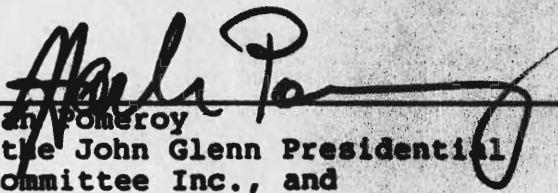
XVII. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised in MUR 2194, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained in this written agreement shall be enforceable.

FOR THE COMMISSION:

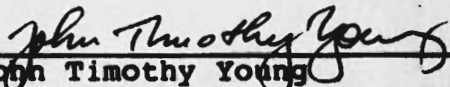
  
Lawrence M. Noble  
Acting General Counsel

6/3/87  
Date

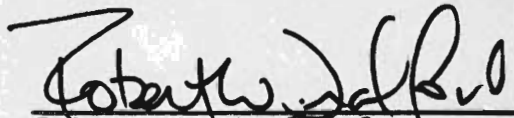
FOR THE RESPONDENTS:

  
Harlan Pomeroy  
for the John Glenn Presidential  
Committee Inc., and  
William R. White, as Treasurer

5/12/87  
Date

  
John Timothy Young  
for AmeriTrust Company National  
Association,  
BancOhio National Bank, and  
Bank One, Columbus, N.A.

MAY 11, 1987  
Date

  
Robert W. Trafford  
for The Huntington National Bank

5/11/87  
Date

83040685347



**FEDERAL ELECTION COMMISSION**  
WASHINGTON, D.C. 20463

June 3, 1987

Harlan Pomeroy, Esquire  
Baker & Hostetler  
Washington Square, Suite 1100  
1050 Connecticut Avenue, N.W.  
Washington, D.C. 20036

RE: MUR 2194  
John Glenn Presidential  
Committee, Inc., and William  
R. White, as treasurer  
Senator John Glenn Committee,  
and William T. Brown,  
as treasurer

Dear Mr. Pomeroy:

On June 1, 1987, the Federal Election Commission accepted the signed conciliation agreement submitted on behalf of the John Glenn Presidential Committee, Inc., William R. White, treasurer, in settlement of a violation of 2 U.S.C. §§ 434 and 441b, provisions of the Federal Election Campaign Act of 1971, as amended. With respect to the Senator John Glenn Committee, William T. Brown, treasurer, the Commission voted to take no further action with respect to the allegations made against these respondents. Accordingly, the file has been closed in this matter as it pertains to your clients. This matter will become a part of the public record within 30 days. If you wish to submit any factual or legal materials to appear on the public record, please do so within ten days. Such materials should be sent to the Office of the General Counsel.

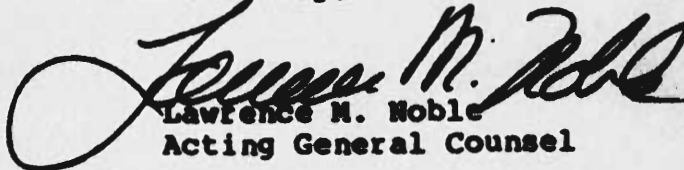
Please be advised that information derived in connection with any conciliation attempt will not become public without the written consent of the respondent and the Commission. See 2 U.S.C. § 437g(a)(4)(B). The enclosed conciliation agreement, however, will become a part of the public record.

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Harlan Pomeroy, Esquire  
Page 2

Enclosed you will find a copy of the fully executed conciliation agreement for your files. If you have any questions, please contact Robert Bonham, the attorney assigned to this matter at (202) 376-8200.

Sincerely,

  
Lawrence M. Noble  
Acting General Counsel

Enclosure  
Conciliation Agreement

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FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

June 3, 1987

Robert W. Trafford, Esquire  
Porter, Wright, Morris & Arthur  
1133 15th Street, N.W.  
Washington, D.C. 20005

RE: MUR 2194  
Huntington National Bank

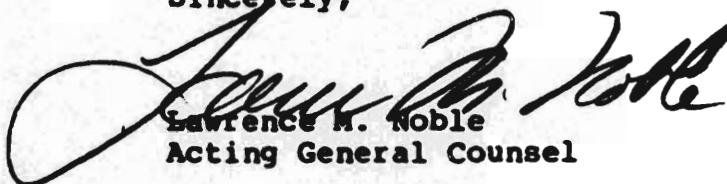
Dear Mr. Trafford:

On June 1, 1987, the Federal Election Commission accepted the signed conciliation agreement submitted on your client's behalf in settlement of a violation of 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended. Accordingly, the file has been closed in this matter as it pertains to your client. This matter will become a part of the public record within 30 days. If you wish to submit any factual or legal materials to appear on the public record, please do so within ten days. Such materials should be sent to the Office of the General Counsel

Please be advised that information derived in connection with any conciliation attempt will not become public without the written consent of the respondent and the Commission. See 2 U.S.C. § 437g(a)(4)(B). The enclosed conciliation agreement, however, will become a part of the public record.

Enclosed you will find a copy of the fully executed conciliation agreement for your files. If you have any questions, please contact Robert Bonham, the attorney assigned to this matter at (202) 376-8200.

Sincerely,

  
Lawrence M. Noble  
Acting General Counsel

Enclosure  
Conciliation Agreement

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**FEDERAL ELECTION COMMISSION**  
WASHINGTON, D.C. 20463

June 3, 1987

Thomas W. Kindness  
Kindness for Senate Committee  
35 East Gay Street, Suite 310  
Columbus, OH 43215

RE: MUR 2194

Dear Mr. Kindness:

This is in reference to the complaint you filed with the Federal Election Commission on July 3, 1986, concerning whether four Ohio Banks, the John Glenn Presidential Committee, Inc., and the Senator John Glenn Committee violated the Act.

The Commission found that there was reason to believe the respondents violated 2 U.S.C. §§ 434 and 441b, provisions of the Federal Election Campaign Act of 1971, as amended and conducted an investigation in this matter. On June 1, 1987, a conciliation agreement signed by the respondents was accepted by the Commission. Accordingly, the Commission closed the file in this matter on June 1, 1987. A copy of this agreement is enclosed for your information.

If you have any questions, please contact Robert Bonham, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble  
Acting General Counsel

Enclosure  
Conciliation Agreement

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plm

CCC#3612

# Vorys, Sater, Seymour and Pease

Suite 1111 • 1828 L Street, NW • Washington, D.C. 20036-5104 • Telephone (202) 822-8200 • Telecopier (202) 825-0600 • Telex 440693

Arthur I. Vorys  
1856-1933  
Lowry P. Sater  
1867-1935  
Augustus T. Seymour  
1873-1926  
Edward L. Pease  
1873-1924

In Columbus  
52 East Gay Street  
Post Office Box 1008  
Columbus, Ohio 43216-1008

Telephone (614) 464-6400  
Telecopier (614) 464-6350  
Rapidex (614) 464-6453  
Telex 241348  
Cable VORYSATER

In Cleveland  
2100 One Cleveland Center  
1375 East Ninth Street  
Cleveland, Ohio 44114-1724

Telephone (216) 621-7091  
Telecopier (216) 621-8366

In Cincinnati  
Suite 2100 • Atrium Two  
221 East Fourth Street  
Post Office Box 0236  
Cincinnati, Ohio 45201-0236

Telephone (513) 421-8777  
Telecopier (513) 421-0107

June 15, 1987

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

Re: MUR 2194

Dear Robert:

In accordance with the letter of Lawrence Noble dated June 3, 1987 with respect to the submission of factual and legal materials for the file, enclosed is a copy of the closing binder for the Loan Agreement dated as of February 8, 1984, which the Banks are submitting to have appear in the public record of the above MUR.

Should you have any questions, please contact me.

Very truly yours,

*John Timothy Young*  
John Timothy Young

Enclosure

87 JUN 15 P 4: 44

RECEIVED  
FEDERAL ELECTION COMMISSION  
JUN 15 1987

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LOAN AGREEMENT DATED AS OF FEBRUARY 8, 1984  
EXTENDING CREDIT TO JOHN GLENN  
PRESIDENTIAL COMMITTEE INC.

INDEX OF CLOSING DOCUMENTS

1. Loan Agreement dated as of February 8, 1984
2. Promissory Note dated February 9, 1984 (conformed copy of Ameritrust Company National Association)
3. Promissory Note dated February 9, 1984 (conformed copy of BancOhio National Bank)
4. Promissory Note dated February 9, 1984 (conformed copy of Bank One, Columbus, N.A.)
5. Promissory Note dated February 9, 1984 (conformed copy of The Huntington National Bank)
6. Security Agreement dated as of February 8, 1984
7. Candidate's Assignment
8. Borrower's Assignment
9. Letter of Senator Glenn and William White dated February 8, 1984
10. Candidate's Statement
11. Advance Request Form dated February 9, 1984
12. Opinion of Messrs. Baker & Hostetler dated February 9, 1984
13. Letter of Messrs. Baker & Hostetler dated February 9, 1984 with respect to Opinion
14. Certificate of Borrower's Comptroller dated February 8, 1984
15. Opinion of Robert B. Lubic dated November 1, 1983 and Letter of Mr. Lubic dated February 8, 1984 with respect to prior opinion
16. Letter of Senator Glenn to FEC dated February 8, 1984
17. Letter of Senator Glenn to Secretary of Treasury dated February 8, 1984
18. Form UCC-1, filed February 9, 1984 in District of Columbia

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19. Form UCC-1 filed February 8, 1984 with Ohio Secretary of State
20. Form UCC-1 filed February 15, 1984 with Franklin County, Ohio Recorder's Office and Form UCC-11 with respect thereto
21. Letter of Borrower's Comptroller dated February 8, 1984 as to certain representations and warranties
22. Borrower's Incumbency Certificates
23. Certificate as to Borrower's Resolutions
24. Life Insurance material
25. Letters of Messrs. Baker & Hostetler dated February 2, 1984 and February 8, 1984, as to transaction

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LOAN AGREEMENT

<u>Section</u>	<u>Contents</u>	<u>Page</u>
1.	Definitions.....	1
2.	Recitals.....	4
3.	Terms of Borrowing.....	5
4.	Participation of the Banks.....	7
5.	Conditions of Borrowing.....	10
6.	Warranties.....	13
7.	Affirmative Covenants.....	17
8.	Negative Covenants.....	18
9.	Events of Default; Enforcement of Remedies.....	19
10.	The Banks and the Agent.....	21
11.	Miscellaneous.....	25

Exhibits

- A.....Promissory Notes
- B.....Security Agreement
- C.....Advance Request Form

Schedule

- 1.....Previous Loan Agreement

88040585355

## LOAN AGREEMENT

Dated as of February 8, 1984

JOHN GLENN PRESIDENTIAL COMMITTEE INC. ("Borrower"), a corporation organized and existing under the laws of the District of Columbia, with its principal place of business and chief executive office at 444 North Capitol Street, N.W., Washington, D.C. 20001, BANK ONE, COLUMBUS, N.A. ("BANK ONE"), a national banking association organized and existing under the laws of the United States, located at and with a mailing address of 100 East Broad Street, Columbus, Ohio 43271, BANCOHIO NATIONAL BANK ("BNB"), a national banking association organized and existing under the laws of the United States, located at and with a mailing address of 155 East Broad Street, Columbus, Ohio 43265, THE HUNTINGTON NATIONAL BANK ("HNB"), a national banking association organized and existing under the laws of the United States, located at and with a mailing address of 17 South High Street, Columbus, Ohio 43260, AMERITRUST COMPANY NATIONAL ASSOCIATION ("AMERITRUST"), a national banking association organized and existing under the laws of the United States, located at and with a mailing address of 900 Euclid Avenue, Cleveland, Ohio 44115, (BANK ONE, BNB, HNB and AMERITRUST hereinafter collectively, "Bank[s]") and BANK ONE, not in its individual capacity but as agent for the Banks hereunder (the "Agent"), in consideration of the mutual covenants and agreements contained herein and of other good and valuable consideration the receipt and sufficiency of which is acknowledged hereby, and intending to be legally bound, hereby recite, represent, warrant and agree as follows:

### Section 1. Definitions

As used herein,

1.1 "Advance" has the meaning assigned to that term in paragraph 3.1 hereof;

1.2 "Advance Date" means the date on which an Advance is made;

1.3 "Advance Request Form" means a fully executed and completed document in form as contained in Exhibit "C" hereto;

1.4 The "Agreements" means all instruments and documents issued, entered or delivered by or on behalf of Banks, Borrower and/or Senator Glenn in connection with the Indebtedness and/or the Collateral, including without limitation this Agreement, the Security Agreement and the Notes, all of which are incorporated into and made a part hereof;

1.5 "Assignments" means the Candidate's Assignment and the Borrower's Assignment;

1.6 "Borrower's Assignment" has the meaning assigned to that term in paragraph 5.1(d) hereof;

1.7 "Business Day" has the meaning assigned to that term in paragraph 11.3 hereof;

1.8 "Candidate's Assignment" has the meaning assigned to that term in paragraph 5.1(d) hereof;

1.9 "Candidate's Statement" means the statement of Senator Glenn in form as contained in Schedule 4 to the Security Agreement;

1.10 "Collateral" means all collateral of whatever kind and whenever created, arising or acquired, securing the Indebtedness including, without limitation, the Separate Collateral;

1.11 "Collateral Account" means a non-interest bearing checking account in name of Bank One, Columbus, N.A., Collateral Account for John Glenn Presidential Committee Inc., account no. 10-0811-9, maintained by Borrower with Agent at its offices at 100 East Broad Street, Columbus, Ohio 43271, that is under such control and dominion of Agent as is appropriate to the purposes hereof, including the purpose of receiving Senator Glenn's Primary Funding;

1.12 "Commitment Amount" means two million dollars (\$2,000,000);

1.13 "Depository Collateral" means all collateral and interests therein, to the extent of those interests, arising by operation of law in connection with the Depository Indebtedness, including the security interest of a collecting bank in items, accompanying documents and proceeds;

1.14 "Depository Indebtedness" means the indebtedness of Borrower to BANK ONE (or, if BANK ONE should not be the primary depository and principal bank of account of Borrower, that one of the Banks, if any, acting in such capacity) arising in connection with the processing, deposit, collection and other activities of BANK ONE with respect to money and items in the ordinary course on behalf of Borrower as customer of BANK ONE;

1.15 "Federal Campaign Act" means the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. §§ 431 et seq;



1.16 "Federal Election Commission" and "FEC" mean the federal commission authorized by, and operating pursuant to, the Federal Election Campaign Act;

1.17 "Indebtedness" means all liabilities, obligations and indebtedness (including, without limitation, any overdrafts on accounts of Borrower maintained with Banks) of Borrower to Banks, of whatever kind and whenever created, whether or not given pursuant to commitment, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including without limitation indebtedness evidenced by the Notes and all liabilities, obligations and indebtedness arising under or in connection with any one or more of the Agreements; however, Indebtedness does not include the Separate Indebtedness;

1.18 "Note(s)" means the Promissory Notes substantially in the form attached hereto as Exhibit "A" to be issued by Borrower to Banks and any replacement(s) thereof;

1.19 "Person" mean any individual or an organization, including a corporation, government or governmental subdivision or agency, business trust, estate, trust, partnership or association, two or more Persons having a joint or common interest, or any other legal or commercial entity;

1.20 "Previous Debt" means the indebtedness of Borrower to BANK ONE pursuant to the Previous Loan Agreement, in amount as of the date hereof of approximately \$180,000;

1.21 "Previous Loan Agreement" means the Loan Agreement between Borrower and BANK ONE dated as of October 24, 1983, a copy of which is attached hereto as Schedule 1;

1.22 "Primary Payment Act" means the Presidential Primary Matching Payment Account Act, 26 U.S.C. §§ 9031 et seq.;

1.23 "Primary Funding" means the payment of funds by the Secretary of the Treasury of the United States with respect to an individual seeking the nomination for election to be President of the United States upon receipt of appropriate certification from the Federal Election Commission in accordance with the Primary Payment Act;

1.24 "Prime Rate" means the rate of interest announced by BANK ONE from time to time as its prime rate, with any change thereto effective as of the opening of business on the day of the change without notice;

1.25 "Security Agreement" means all security agreements between Borrower, any Bank and/or the Agent, including

without limitation the Security Agreement substantially in the form attached hereto as Exhibit "B";

1.26 "Senator Glenn" means John Glenn, a candidate at the date hereof for the Democratic Party nomination for President of the United States in the 1984 primary elections;

1.27 "Separate Collateral" mean the present and future collateral securing the Separate Indebtedness, including certificates of deposit and other assets possessed by, and guarantees in favor of, BANK ONE at the date thereof;

1.28 "Separate Indebtedness" means the indebtedness or any part thereof now or hereafter existing or arising of Borrower to BANK ONE in connection with (a) a \$35,000 credit card line and (b) letters of credit issued to certain utilities and creditors in present aggregate amount of \$196,565;

1.29 All accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles consistently applied, except as otherwise stated herein;

1.30 The definition of any document or instrument in this Section 1 includes all exhibits, schedules and amendments thereto and replacements thereof under the terms hereof; and

1.31 As used herein, terms defined in the introductory and other paragraphs hereof have such respective defined meanings throughout.

## Section 2. Recitals

2.1 Borrower currently is indebted to BANK ONE pursuant to the Previous Loan Agreement and the Previous Debt is secured as set forth therein.

2.2 In order to consolidate and increase the Previous Debt and to provide funds for the purpose of pursuing the Democratic Party nomination for President of the United States, Borrower has applied to Banks for credit in the original maximum principal amount of the Commitment Amount.

2.3 To secure its borrowing hereunder, Borrower has offered all of its interests in tangible and intangible property as Collateral.

2.4 Subject to the terms and conditions hereof, Banks have agreed to make the requested extensions of credit.

2.5 It is the intention of the parties hereto that (a) the Agreements shall not constitute a contribution by any Bank under the Federal Campaign Act and the rules and regulations thereunder (including 11 C.F.R. Section 100.7(b)(11)), (b) the extension(s) of credit be made in accordance with applicable banking laws and regulations and in the ordinary course of business, (c) nothing herein shall constitute an expenditure as that term is used in 26 U.S.C. § 9035, and (d) Senator Glenn is a party only to those of the Agreements that he has personally executed.

### Section 3. Terms of Borrowing

3.1 On the terms and conditions hereof, Banks agree to make advances to Borrower from time to time ("Advances"). Advances shall be preceded by Agent's receipt of an Advance Request Form and may be made during the period from the date hereof until the earlier of (a) the date on which Senator Glenn/Borrower ceases to be eligible for Primary Funding (without regard to 26 U.S.C. § 9033(c)(2)) or (b) March 12, 1984. However, no Advance shall (a) be made in an amount of less than \$200,000; or (b) cause the aggregate principal amount of the Notes outstanding at any one time to exceed the Commitment Amount. Each Advance shall be disbursed directly into one or more accounts (other than the Collateral Account) in the name of Borrower maintained with Agent according to instructions to be furnished by Borrower to Agent. All Advances shall be evidenced by the Notes.

3.2 The amount of the Previous Debt shall be paid as set forth in the Previous Loan Agreement to Agent for the account of BANK ONE not later than February 13, 1984. Otherwise, the indebtedness evidenced by the Notes, including interest, shall be payable on demand and otherwise as set forth in the Notes. Interest shall accrue on the unpaid principal balance evidenced by the Notes, shall be calculated daily on the basis of actual days elapsed, shall be computed on the basis of a 360-day year and shall be paid monthly in arrears commencing on March 15, 1984, and continuing on the 15th day of each succeeding calendar month.

3.3 The interest rate shall fluctuate and at any time shall be equal to the sum of one percent (1%) per annum and the Prime Rate.

3.4 Borrower shall cause all Primary Funding to which Borrower is entitled to be paid immediately and directly by wire transfer into the Collateral Account. All amounts so received shall be applied by Agent in compliance herewith not later than the close of the Business Day next following the day after any such receipt (as set forth in paragraph 3.5(c)) in the Collateral

Account. Agent shall transfer all funds, if any, in excess of amounts applied to the Indebtedness in compliance herewith to Borrower's account number 10-0801-2 maintained with Agent or such other account of Borrower with Agent as Borrower shall direct in writing.

3.5 The Indebtedness or any part thereof may be paid in whole or in part at any time without penalty. In any event, subject to application in compliance herewith of payment of the amount of the Previous Debt or application to the Depository Indebtedness, all payments received by Agent (a) shall be applied, first, to interest and Indebtedness, if any, other than principal due and payable, and second, to principal indebtedness (including additional payments hereunder, if any) to be deemed applied against such indebtedness in the order incurred; (b) shall be in lawful money of the United States; and (c) shall be credited (or available) as of the time received by Agent in cash or equivalent or, if tendered in other than cash or equivalent, when finally collected.

3.6 All payments of principal of, and interest on, the Notes shall be made in Federal or other immediately available funds at the main office of Agent in Columbus, Ohio, no later than eleven o'clock A.M. Columbus time. All borrowings shall be made in Federal or other immediately available funds at the main office of Agent in Columbus, Ohio, no later than two o'clock P.M. Columbus time. Agent shall give each Bank telephonic or telegraphic notice of each such payment or borrowing or request for Advance on the date of its receipt thereof or of notice of the same.

3.7 All payments (including prepayments) of principal of, and interest on, the Notes shall be made to Agent and such payment shall be for the accounts of the Banks in proportion to the principal amount of their Advances and the amount of such payment shall be ratably distributed by Agent to the Banks. Distributions under this paragraph shall be set in motion by Agent by twelve o'clock noon Columbus time on the date credited (or available).

3.8 The Indebtedness is and will be secured pursuant to the terms and conditions set forth in the Agreements.

3.9 Provided that the Indebtedness has been satisfied in full, Borrower may terminate the Loan Agreement by delivering a written notice to Agent as set forth herein. In connection with any such termination, Borrower and Banks agree to execute and deliver such documents as are appropriate to evidence the termination.



Section 4. Participation of the Banks

4.1 Each of the Banks severally agrees, subject to the terms and conditions hereof, to make Advances hereunder from time to time in aggregate amount as follows while this Agreement is in effect, except that (a) the aggregate amount of the Advances outstanding shall not exceed the Commitment Amount and (b) no Advance shall be made after March 12, 1984. During the term hereof, Borrower may borrow, repay (subject to the terms of the Notes) and reborrow hereunder.

<u>Bank</u>	<u>Commitment</u>
BANK ONE	The lesser of \$500,000 or 25.0 percent of the Commitment Amount (without regard to the Previous Debt)
BNB	The lesser of \$500,000 or 25.0 percent of the Commitment Amount
ENB	The lesser of \$500,000 or 25.0 percent of the Commitment Amount
AMERITRUST	The lesser of \$500,000 or 25.0 percent of the Commitment Amount

Each Advance under this Section 4 shall be from the Banks ratably in proportion to their respective commitments set forth above.

4.2 The initial Advance of the Banks shall be in an aggregate principal amount of \$500,000. Each Bank shall forward its portion of the amount of the initial Advance to Agent at the main office of Agent in immediately available funds in Columbus, Ohio, no later than twelve o'clock noon, Columbus time on the date of the initial Advance. With respect to subsequent Advances, following the notice of borrowing from Agent provided for in paragraph 3.6, which will include advice to each Bank of its proportionate share of the borrowing, each Bank shall forward the amount of its share of such borrowing hereunder to Agent at the main office of Agent in immediately available funds in Columbus, Ohio, to be received by Agent by twelve o'clock noon Columbus time on the Business Day following Agent's notice to the Banks of the request for Advance preceding that borrowing. Agent shall not be obligated to make any Advance hereunder until it has received from each Bank that Bank's proportionate amount of such Advance.

4.3 Each Bank shall have the right to setoff against all obligations of Borrower to such Bank hereunder and under the Notes, whether matured or unmatured, all amounts owing to Borrower by such Bank, whether or not then due and payable and

all other funds or property of Borrower on deposit with or otherwise held or in the custody of such Bank for the beneficial account of Borrower. Subject to paragraph 4.4, each Bank agrees that all amounts realized by setoff under this paragraph shall be applied first to any Indebtedness outstanding under this Agreement and, second, to indebtedness or other obligations under any agreement(s) then in effect to which the Banks (or Substitute Banks) are parties. The provisions of the sentence immediately preceding shall not limit any right of all the Banks to agree to apply any amount realized by setoff under this paragraph in any order which they deem desirable or appropriate. Each Bank agrees that if it shall, through the exercise of a right of banker's lien, setoff or counterclaim against Borrower, obtain payment in respect of one or more of the Notes as a result of which the unpaid portion of the outstanding Advances made by it is proportionately less than the unpaid portion of the outstanding Advances made by any other Bank or Banks, (a) it shall be deemed to have simultaneously purchased from such other Bank or Banks a participation in the Notes so that the aggregate unpaid principal amount of all Notes and participations in Notes by each Bank shall be the same proportion of the aggregate unpaid principal amount of all Notes then outstanding as the principal amount of such Notes held by it prior to such exercise of banker's lien, setoff or counterclaim was to the principal amount of all Notes outstanding prior to such exercise of banker's lien, setoff or counterclaim and (b) such other adjustments shall be made from time to time as shall be equitable to insure that all the Banks share such payments in proportion to their respective Advances. Borrower expressly consents to the arrangements contained in this Section 4 and, moreover, agrees that any Bank holding a participation in a Note deemed to have been so purchased may exercise any and all rights of banker's lien, setoff or counterclaim with respect to any and all moneys owing by Borrower to such Bank as fully as if such Bank held a Note in the amount of such participation.

4.4 Anything herein to the contrary notwithstanding, (a) the amount of the Previous Debt shall be paid and satisfied to BANK ONE prior to the satisfaction of any Indebtedness to any Bank arising out of any Advance; (b) the interests of the Banks in and to the Separate Collateral are subject and subordinate to the interests therein of BANK ONE for the prior satisfaction of the Separate Indebtedness; and (c) Depositary Indebtedness shall be first satisfied and Depositary Collateral shall be applied against Depositary Indebtedness.

4.5 Borrower, with respect to any Bank (the "Terminated Bank"), may, upon ten business days prior notice, terminate the entire commitment of the Terminated Bank and prepay all Notes payable to the Terminated Bank, provided that (a) Borrower, prior to the time of termination and prepayment, has arranged for the commitment of the Terminated Bank to be taken

over by a bank (the "Substitute Bank") acceptable to the Banks; (b) at the time of termination and prepayment, the Substitute Bank must become a party to this Agreement by consenting in writing thereto, in form acceptable to Agent; and (c) at the time of termination and prepayment, Borrower must prepay the unpaid principal amount of, and any accrued interest on, the Notes accrued to the Terminated Bank and must execute and deliver to the Substitute Bank such Notes and other instruments as Agent may request setting out the same terms, conditions and principal amounts as set forth herein.

Any Substitute Bank must be acceptable to each of the Banks (except the Bank to become the Terminated Bank). Each such Bank may affirmatively accept a proposed Substitute Bank but such acceptance will be deemed to have occurred as to any such Bank which fails to object in writing to any proposed Substitute Bank within ten days after written notice thereof is given to all the Banks by Borrower in compliance herewith. Subsequent to such acceptance, all of the Banks hereby consent and agree to any such Substitute Bank becoming a party to this Agreement and hereby agree to the release of any such Terminated Bank from all obligations under this Agreement, provided such Substitute Bank agrees in writing in a form satisfactory to Agent to assume all the undertakings and covenants of the Terminated Bank pursuant to this Agreement.

Upon becoming a party of this Agreement and upon the termination of the Commitment of the Terminated Bank, the Substitute Bank shall become and the Terminated Bank shall cease to be a Bank (as defined herein). Simultaneously therewith, or subsequent thereto, the Terminated Bank shall execute such documents of assignment of its interest hereunder and in the Collateral as Agent and the Substituted Bank may request.

4.6 The Notes hereunder are issued in part as an extension of the credit arrangements set forth in the Previous Loan Agreement. Simultaneously with the first Advance hereunder, BANK ONE hereby assigns to Agent, for the benefit of the Banks as their interests appear hereunder, the Previous Loan Agreement and all security interests in Collateral thereunder then held by BANK ONE.

4.7 As further inducement to Banks and Agent to make the Advances to Borrower and to perform the transactions contemplated in the Agreements, Borrower hereby agrees to forever discharge, release, indemnify and hold the Agent, each of the Banks, and each of their present and future officers, directors, employees, agents, successors, assigns and shareholders harmless from and against any and all losses, damages, actions, causes of action, claims, demands, suits, liabilities, judgments, disbursements, attorneys' fees and expenses and all other costs of any nature whatsoever arising out of or in connection with the

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making of the Advances to Borrower under this Agreement or the performance of the transactions contemplated on the part of the Agent and of the Banks to be performed under the Agreements, including but not limited to, all losses, claims, damages, liabilities: (a) arising out of or based upon an alleged untrue statement of a material fact contained in Section 6 of this Agreement or upon an alleged omission to state a material fact or a fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; (b) arising out of or based upon an alleged breach of the Federal Campaign Act or of any regulation, resolution, administrative order or rule issued thereunder, or of any determination, regulation, order or rule of the Federal Election Commission, now or hereafter in effect; or (c) arising out of or based upon an alleged breach or the performance of the obligations and representations made to the Agent and the Banks by or on behalf of Senator Glenn in connection with or under any of the Agreements. This release and indemnification of all of the foregoing shall be effective regardless of whether the Agent or the Banks may now have or hereafter incur liability, and whether or not such liability is known, unknown, foreseen or unforeseen. It is expressly agreed that the provisions of this Section 4.7 shall survive the termination of this Agreement and the transactions contemplated herein.

#### Section 5. Conditions of Borrowing

5.1. Prior to the Banks making their initial Advance, Agent shall have received the following, each dated no later than the date of that Advance, in form and substance satisfactory to Agent:

(a) The Note, the Security Agreement, and this Agreement;

(b) All Collateral, assignments and documents related to perfection thereof specified, and in the form specified, in the Security Agreement;

(c) Signed copies of certificates of the Secretary of Borrower dated as of the date of the initial Advance, which shall certify the names of the officers of Borrower authorized to execute the Agreements on behalf of Borrower, together with the true signatures of such officers;

(d) An Assignment ("Candidate's Assignment"), duly executed by Senator Glenn in favor of Borrower, assigning (irrevocably so long as this Agreement remains in effect)



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to Borrower Senator Glenn's rights to the Primary Funding, together with an Assignment ("Borrower's Assignment") by Borrower in favor of Banks, in the form of Schedules 1 and 2, respectively, to the Security Agreement, assigning to Agent all such rights as security for the payment of the Indebtedness and Borrower's obligations under the Agreements, all in form and substance satisfactory to Banks, together with:

(i) certified copies of proper financing statements and certificates of record priority thereof (Forms UCC-1 and UCC-11) duly filed under the Uniform Commercial Code of all jurisdictions as may be necessary or, in the opinion of Banks, desirable to perfect the security interests created by, or with respect to, the Agreements and evidence such perfection, and

(ii) a copy of a letter of instructions from Senator Glenn and Borrower to the Federal Election Commission and the Secretary of the Treasury that is irrevocable without written consent of each Bank (the "Instructions"), instructing said Commission and Secretary to forward all Primary Funding directly to Agent for deposit in the Collateral Account and evidence of delivery thereof, and

(iii) evidence that all other actions necessary or, in the opinion of Banks, desirable to perfect and protect the security interests created by the Agreements have been taken;

(e) Certified copies of the resolutions of the Board of Directors of Borrower approving the Agreements and of all documents evidencing other necessary corporate action and governmental approvals, if any, with respect to the Agreements;

(f) Undertakings of Senator Glenn and William R. White ("Undertakings") in the form of Schedule 3 to the Security Agreement;

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(g) A statement of Senator Glenn, ("Candidate's Statement") in the form of Schedule 4 to the Security Agreement;

(h) The letters evidencing the personal undertakings of certain of the supporters of Senator Glenn to raise contributions to retire the indebtedness in the event that Borrower is unable to do so through ongoing operations, together with (i) Senator Glenn's assignment thereof to Borrower and (ii) bank references of those supporters, all in form and substance satisfactory to Banks;

(i) Evidence of a policy of insurance (paid in full for one year and renewable for an additional year at no increase in premium at the sole option of Banks) insuring the life of Senator Glenn in amount not less than the initial Advance, naming Agent as beneficiary, or irrevocably assigned to Agent, and otherwise in form and on terms acceptable to Banks;

(j) A favorable opinion of Messrs. Baker and Hostetler, counsel for the Borrower, as to matters referred to in Section 6 and as to such other matters as Banks may reasonably request, in form and substance acceptable to each Bank and its counsel;

(k) Such certificates, documents, instruments and writings as Banks may reasonably request in the exercise of reasonable discretion to effect the purposes and objectives hereof.

5.2 As of the date of each Advance (including the initial Advance), the following statements shall be true and correct (and the acceptance by Borrower of the proceeds of such Advance shall be deemed to constitute a representation and warranty by Borrower that such statements are true and correct):

(a) The representations, warranties, and covenants contained in Sections 6, 7 and 8 hereof, in the Previous Loan Agreement and in Candidate's Statement (as if made by Borrower) are true and correct on and as of the date of such Advance as though made on and as of such date;

(b) Evidence shall have been delivered to the Banks, in the manner of paragraph 5.1(i), of additional or supplemental insurance in the aggregate amount of the outstanding Indebtedness plus the requested Advance; and

(c) No event has occurred and is continuing, or would result from such Advance, which constitutes or, with the lapse of time or notice or both, could constitute a default or would constitute a default but for the requirement that notice be given or lapse of time or both.

### Section 6. Warranties

Borrower represents and warrants to Banks, which representations and warranties will be true and correct at the date(s) hereof and on each Advance Date and until the satisfaction in full of the Indebtedness, and will survive (a) the execution and delivery of the Agreements and (b) until the satisfaction in full of the Indebtedness and the termination of this Loan Agreement, that

6.1 Borrower is a not-for-profit corporation duly organized, validly existing, and in good standing under the laws of the District of Columbia and has all requisite corporate power and authority to own and operate its properties, to carry on its business as now conducted and to enter into and perform this Agreement, including without limitation the execution, delivery, and performance of the Agreements;

6.2 Borrower is duly qualified or licensed and in good standing as a foreign corporation or is otherwise duly authorized to conduct its business in each jurisdiction in which the character of the properties owned or leased or the nature of the activities conducted makes such qualification or licensing necessary;

6.3 Borrower is duly established under, and is in compliance with, the Federal Campaign Act. Borrower is the sole "principal campaign committee" of Senator Glenn, within the meaning of the Federal Campaign Act and the Primary Payment Act; Borrower is eligible to receive Primary Funding, which status has been confirmed in writing by the Federal Election Commission;

6.4 The execution, delivery and performance by Borrower of the Agreements, including the Notes and Borrower's Assignment, are within Borrower's corporate powers, have been duly authorized by all necessary corporate action, and do not

contravene (i) Borrower's charter, certificate or articles and by-laws or regulations or (ii) any law or contractual restriction binding on or affecting Borrower;

6.5 No authorization or approval or other action by, and no notice to or filing with, any governmental body is required for the due execution, delivery and performance by Borrower of the Agreements;

6.6 The Agreements and all related documents executed and/or delivered by Borrower pursuant to this Agreement will constitute valid and binding obligations of the parties thereto, fully enforceable in accordance with their provisions against each thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws affecting the rights of creditors generally and by the laws of specific performance, none of which will interfere materially with each Bank's and Agent's realization of its rights and benefits thereunder;

6.7 The Agreements, when delivered hereunder, will create or continue in Banks a valid and perfected first priority security interest in Borrower's rights to Senator Glenn's Primary Funding, securing the payment and performance of the Indebtedness and of Borrower's obligations under the Agreements, and all filings and other actions necessary to perfect such security interest will have been duly taken; Candidate's Assignment, when delivered hereunder, will constitute a legal, valid and binding assignment to Borrower of Senator Glenn's rights to Primary Funding;

6.8 The execution and delivery by Borrower and Senator Glenn of the Agreements and the performance by it and him of all its and his respective obligations thereunder will not violate or result in the breach of any term or provision of, constitute a default under, or permit the acceleration of maturity under, any governmental or judicial order, judgment or decree, or any loan agreement, note, debenture, indenture, mortgage, deed of trust or other agreement or instrument, to which Borrower or Senator Glenn is a party or by which either is bound;

6.9 There is no threatened or pending legal proceeding or governmental proceeding or action to which Borrower or Senator Glenn is a party or to which any of its or his property is subject which, either in any case or in the aggregate, could affect the ability of either to enter into the Agreements and/or to perform all their obligations fully in accordance therewith or which purports to challenge Senator Glenn's eligibility as a candidate entitled to receive Primary Funding; Borrower has complied with and is not in default in any material respect under any laws, ordinances, requirements, regulations, orders or



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decrees of any court, commission, board or other administrative body or governmental agency having jurisdiction in respect of the conduct of its business which, either in any case or in the aggregate, could affect its ability to enter into the Agreements and to perform all its obligations fully in accordance therewith;

6.10 All governmental or third party approvals, authorizations, licenses or consents required to be obtained in connection with the execution and delivery of the Agreements and the full performance of all its obligations in accordance therewith by Borrower have been duly obtained;

6.11 Borrower has timely and correctly filed all federal, state and local tax returns required to be filed by it; has paid when due all taxes of any kind or nature; has made adequate provision on its books and records for the payment of all taxes and governmental charges of any kind or nature; and has withheld from, and/or paid on behalf of services of, employees proper and accurate amounts in compliance with all applicable federal, state and local laws and regulations;

6.12 All proceeds of the Advances will be used for payment of "qualified campaign expenses" within the meaning of the Primary Payment Act;

6.13 Senator Glenn has authorized in writing those committees which may incur expenses to further his election, a copy of which authorization has been sent to the FEC;

6.14 Senator Glenn has complied with the requirements of 26 U.S.C. § 9033(a) that he agree in writing to: (a) obtain and furnish to the FEC any evidence it may request of qualified campaign expenses, (b) keep and furnish to the FEC any records, books, and other information it may request, and (c) an audit and examination by the FEC under 26 U.S.C. § 9038 and to pay any amounts required to be paid under such section;

6.15 Senator Glenn has certified to the FEC that: (a) Senator Glenn and his authorized committees will not incur qualified campaign expenses in excess of the limitations on such expenses under 26 U.S.C. § 9035, (b) Senator Glenn is seeking nomination by a political party for election to the office of President of the United States, (c) Senator Glenn has received matching contributions which, in the aggregate, exceed \$5,000 in contributions from residents of at least 20 states, and (d) the aggregate of contributions certified with respect to any person under (c) does not exceed \$250;

6.16 Senator Glenn is currently actively conducting campaigns in more than one state in connection with seeking nomination for election to be President of the United States, and has not received less than ten percent of the number of votes

cast for all candidates of the same party for the same office in two consecutive primary elections;

6.17 Senator Glenn has not incurred qualified campaign expenses in excess of the expenditure limitation applicable under 2 U.S.C. § 441a;

6.18 Senator Glenn has not made expenditures (as that term is used in 26 U.S.C. § 9035) from his personal funds, or the personal funds of his immediate family, in connection with his campaign for nomination for election to the office of President in excess of, in the aggregate, \$50,000;

6.19 Senator Glenn has complied with the requirements of 11 C.F.R. § 9033.1;

6.20 Senator Glenn has certified to the FEC that he is seeking nomination by a political party to the office of President in more than one state;

6.21 Senator Glenn and his authorized committee(s) have certified that they have not incurred and will not incur expenses in connection with the candidate's campaign for nomination which are in excess of the limitations under 26 U.S.C. § 9035 or 11 C.F.R. Part 9035;

6.22 Senator Glenn and his authorized committee(s) have certified that they have met the threshold contribution requirements outlined in 11 C.F.R. § 9033.2(b)(3);

6.23 Senator Glenn and his authorized committee(s) have filed with the FEC reports of receipts and expenditures as required in 2 U.S.C. § 434;

6.24 Senator Glenn has designated one or more national or state banks as a campaign depository;

6.25 Senator Glenn and his authorized committee(s) have not violated the limitations on contributions and expenditures outlined in 2 U.S.C. § 441a and 11 C.F.R. Part 110;

6.26 Senator Glenn and his authorized committee(s) have filed all other reports, documents, and schedules required or requested by the FEC;

6.27 Senator Glenn and his authorized committee(s) have met all requirements for eligibility to receive Presidential Primary Matching Funds;

6.28 The John Glenn Presidential Committee Inc. is Senator Glenn's sole "principal campaign committee" as that phrase is used in 11 C.F.R. § 9037.3 and is Senator Glenn's sole

"authorized committee" as that phrase is used in 2 U.S.C. § 431(6);

6.29 Bank One, Columbus, N.A. (as agent) is "the depository designated" by Senator Glenn, as that phrase is used in 11 C.F.R. § 9037.3;

6.30 All statements, representations and warranties contained in the Undertakings and the Candidate's Statement are and remain true, correct and complete; and

6.31 None of the statements, representations or warranties made by Borrower or Senator Glenn in any of the Agreements, or in any document or writing delivered hereunder or in connection herewith by it or him or on its or his behalf, contains any untrue statement of any material fact or omits to state any material fact necessary to be stated in order to make the statements, representations or warranties contained herein or therein not misleading; and, at the date hereof and of each Advance, Borrower is not aware of any fact or condition which does, or with the lapse of time or notice or both could, constitute or result in any default hereunder.

## Section 7. Affirmative Covenants.

Until the Indebtedness has been paid, performed and satisfied in full and the Loan Agreement is terminated:

7.1 Borrower shall comply in all material respects with all applicable laws, rules, regulations and orders;

7.2 Borrower shall furnish to Banks: (a) promptly after the filing or receiving thereof, copies of all reports and notices which Borrower files with the Federal Election Commission or which Borrower receives from such Commission; and (b) such other information respecting the condition or operations, financial or otherwise, of the Borrower as Banks may from time to time reasonably request;

7.3 Borrower shall (a) maintain public liability and other insurance consistent with the activities of its agents, its ownership of properties and as may be required by applicable law on terms and in amounts generally available and prudently commensurate with the risks attendant to and value of those activities and properties, (b) to the extent that such insurance includes policies insuring against loss of or damage to any Collateral, cause Agent to be indorsed and maintained on such policies as a named insured, (c) maintain in full force and effect the insurance described in paragraphs 5.1(i) and 5.2(b), and (d) furnish to Banks from time to time such evidence of such

insurance as Banks may request (the receipt of which evidence shall not be deemed to constitute Banks' approval or consent);

7.4 Borrower and Senator Glenn shall comply with all requirements of the Primary Funding Act and perform all acts necessary to obtain Primary Funding with respect to the contributions received by it and him that qualify for Primary Funding;

7.5 Borrower shall expend all proceeds of the Indebtedness on "qualified campaign expenses," within the meaning of the Primary Payment Act;

7.6 Borrower shall remain Senator Glenn's sole "principal campaign committee" as that term is used in the Federal Campaign Act and the Primary Payment Act;

7.7 William R. White shall continue as an officer of Borrower and both William R. White and Geoffrey L. Hockman shall continue in active managerial participation in Borrower's financial affairs, including those affairs as relate to the Agreements;

7.8. Borrower shall submit to Agent, by the 20th of each month, a statement of financial condition as of the end of the preceding month, in form as reasonably requested by Banks;

7.9 Borrower shall be Senator Glenn's sole "principal campaign committee" as that phrase is used in 11 C.F.R. § 9037.3 and shall be Senator Glenn's sole "authorized committee" as that phrase is used in 2 U.S.C. § 431(6);

7.10 Agent shall be "the depository designated" by Senator Glenn, as that phrase is used in 11 C.F.R. § 9037.3;

7.11 Senator Glenn and his authorized committee(s), if Senator Glenn is ever declared ineligible for Presidential Primary Matching Funds, will properly value property in the net outstanding campaign obligation calculation made by the candidate pursuant to 11 C.F.R. § 9034.5; and

7.12 Senator Glenn and his authorized committee(s) will comply with the FEC Guidelines for Presentation in Good Order.

#### Section 8. Negative Covenants.

Until the Indebtedness has been paid, performed and satisfied in full and the Loan Agreement is terminated:



8.1 Borrower shall neither create nor suffer to exist any assignment, lien, security interest or other charge or encumbrance, or any type of security or preferential arrangement, upon or with respect to the Collateral Account or Borrower's rights to Senator Glenn's Primary Funding, or any other of the Collateral, other than those created hereunder and under the Agreements; and

8.2 Borrower shall neither make any expenditure nor do any act that will cause, directly or indirectly, a violation of 26 U.S.C. § 9035.

### Section 9. Events of Default; Enforcement of Remedies

9.1 Borrower shall be deemed to be in default hereunder in the event that

(a) Borrower or Senator Glenn should default in the payment or performance of any of the Indebtedness or in the payment or performance of any of the terms, conditions, covenants, representations or warranties herein or of any of the Agreements; or

(b) Any warranty, representation or statement made or furnished to Banks by or on behalf of Borrower or Senator Glenn in connection with the Agreements or to induce Banks to make an advancement or extend credit of any kind to Borrower should prove to have been false in any material respect when made or furnished or be or become false through passage of time or occurrence of events, or either of them; or

(c) If a petition under any chapter of Title 11 U.S.C., as amended (the "Bankruptcy Code"), or for the appointment of a receiver or a custodian (as that term is defined in the Bankruptcy Code) for all or any part of the property of Borrower should be filed or initiated by or against Borrower; or

(d) Any proceeding or judgment should be initiated or entered affecting the Collateral by which is sought to establish, attach or foreclose any lien thereon or on any part thereof, or which is deemed by Banks to affect their interests therein; or

(e) Senator Glenn and/or Borrower should cease to be eligible for Primary Funding prior to July 15, 1984.

9.2 In the event of default, Borrower hereby irrevocably appoints Agent its true and lawful attorney, with power of substitution, for it and in its name, or in the name of Agent or otherwise, for the use and benefit of Agent but at the cost and expense of Borrower, generally to sell, assign, transfer, pledge, compromise, institute suit on, make any agreement with respect to or otherwise deal with any of the Collateral, as fully and completely as though Agent were the absolute owner thereof for all purposes. The powers conferred upon Agent by this paragraph (a) are coupled with an interest and are not revocable; (b) are solely to protect its own interest and (c) shall not impose upon Agent (i) any duties to exercise any such power(s) or (ii) any liability for any action or inaction in the absence of gross negligence or willful misconduct.

9.3 In the event of default or demand, any obligation of Banks to make any further Advances shall cease.

9.4 Immediately in the event of default in the case of any payment, and in every other case (such default continuing uncorrected or without demonstration of implemented corrective measures acceptable to Banks in its sole discretion for ten days subsequent to written notice given to Borrower by or on behalf Banks in compliance herewith) or at any time Banks in good faith believe that the prospect of payment or performance of or in respect of the Indebtedness is impaired (the facts or circumstances underlying such belief continuing uncorrected or without demonstration of implemented corrective measures acceptable to Banks in their sole discretion for ten days subsequent to written notice given to Borrower by or on behalf Banks in compliance herewith), then, or at any time thereafter, Banks may declare all the Indebtedness to be immediately due and payable, without notice or demand therefor, and shall then have all their remedies under the Agreements and all remedies of a secured party under the laws of the State of Ohio, or any other jurisdiction in which any of the Collateral may be located, or any other applicable laws. Nothing herein shall in any event be deemed to alter or amend the demand character of the Notes.

9.5 No right or remedy of Banks hereunder shall be exclusive of any other remedies herein, or in any of the Agreements or by law provided; each right or remedy shall be cumulative in addition to every other right or remedy, and, in addition, the exercise of any remedy by Banks hereunder shall not of itself constitute a recognition of a default of all provisions hereof. Moreover, a failure of Banks to insist upon a strict compliance with the terms hereof or to assert any right or remedy hereunder shall not be a waiver of any default and shall not be

deemed to constitute a modification of the agreements of the parties hereto or the terms hereof or to establish any claim or defense.

9.6 In the event that Borrower should fail duly and promptly to perform any of the things required to be performed hereunder, Banks may, at their sole option, but without obligation to do so, immediately or at any time thereafter, perform the same for the account of Borrower without thereby waiving any default, and any amount paid or expenses or liability incurred by Banks in such performance, together with interest thereon until paid at the rate(s) specified herein, shall be payable to Banks by Borrower on demand and shall be and become part of the Indebtedness.

#### Section 10. The Banks and The Agent

10.1 Each Bank hereby authorizes Agent to act on its behalf to the extent herein provided, to execute the Security Agreement, and any amendments or substitutions thereof, and to exercise and execute such other powers as are reasonably incidental thereto, including the receipt of all payments of principal of and interest on the Notes, with full power and authority as attorney-in-fact for such Bank to institute and maintain against Borrower actions, suits or proceedings for the collection and enforcement of the Notes and to file such proofs of debt or other documents as may be necessary to have the claims of such Bank allowed in any proceeding relative to Borrower or its creditors or affecting its properties and to take such other action for the protection, collection and enforcement of the Notes as Agent may deem advisable, in the absence of specific instructions herein or of the Banks to the contrary. Agent shall take such action for the protection, collection and enforcement of the Notes as may be requested by the Banks. The Banks may revoke the authority of the Agent set forth in this Section 10, effective upon actual receipt of written notice by the Agent and Borrower of such revocation, and Agent may resign as such at any time upon 30 days' prior written notice to Banks and Borrower. In the event of such revocation or resignation, the Banks shall appoint a successor Agent which shall be an incorporated bank or trust company, preferably one of the Banks. If the Banks have not appointed a successor Agent at least five days prior to the effective date of such revocation or resignation, Borrower shall appoint a temporary Agent qualified hereunder to act as Agent until the Banks' appointment has been made. All expenses, including counsel fees, incurred by Agent in taking any action hereunder shall be borne, subject to Borrower's liability therefor hereunder, by the Banks ratably in accordance with their respective commitment percentages under this Agreement, and the Banks hereby agree to reimburse the Agent for all such expenses on request.



10.2 Neither the Agent nor any of its directors, officers or employees shall be liable for any action taken or omitted in the absence of gross negligence or willful misconduct. Borrower shall certify to Agent the names and signatures of its directors authorized to sign Notes, execute certificates and otherwise act in respect hereof, and the Agent may conclusively rely thereon until receipt by it of notice to the contrary. Subject to its duty to satisfy itself as to the adequacy and scope of the documents to be delivered pursuant to Section 5 hereof, the Agent shall not be under a duty to examine or pass upon the validity, effectiveness, genuineness or value of the Agreements or any other instrument or document furnished pursuant thereto or in connection therewith, and Agent shall be entitled to assume that the same are valid, effective and genuine and what they purport to be. Agent may rely upon the opinion(s) of counsel in relation to this Agreement. The Agent may treat the payee of any Note as the holder thereof until written notice of transfer shall have been filed with it. With respect to its loans hereunder, BANK ONE shall have the same rights and powers hereunder as any Bank and may exercise the same as though it were not Agent and it and its affiliates may accept deposits from, lend money to and generally engage in any kind of business with Borrower or any Subsidiary as if it were not the Agent. However, BANK ONE represents to each Bank that (a) it will make no additional Advances under the Previous Loan Agreement (as defined therein) and (b) in its present judgment the Separate Collateral adequately secures the Separate Indebtedness.

10.3 The Banks agree to indemnify Agent (to the extent not reimbursed by Borrower) ratably according to the respective principal amounts of their commitments hereunder from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed upon, incurred by or asserted against Agent in any way relating to or arising out of this Agreement or any action taken or omitted by Agent under this Agreement provided that no Bank shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from Agent's gross negligence or willful misconduct.

10.4 If Agent acquires actual knowledge or is advised by any Bank of the existence of any default hereunder or of an event which, with the giving of notice or the lapse of time, or both, would constitute default hereunder, Agent shall promptly give notice thereof to the Banks and will take such action and assert such rights under the Agreements or the Notes as Banks shall direct. However, if the Banks entitled to so direct the Agent shall fail, for ten days after the giving of any such notice, to so direct the Agent, the Agent may take such action and assert such rights as it deems to be advisable in its



discretion for the protection of the interests of the holders of the Notes.

10.5 Notwithstanding that Agent is acting by and for all the Banks hereunder, the following shall apply to actions taken by the Banks collectively.

(a) The following shall require written action of each and all of the Banks and no waiver of any term hereof or hereunder shall be effective against any Bank in the absence of such writing:

(i) Any increase in or extension of the time of the commitment to lend of any Bank hereunder;

(ii) Any extension of times of payment of principal or interest evidenced by the Notes, any change of the rate of interest stated therein or the ratable application to the Notes of amounts received by Agent hereunder, or any subordination of any principal or interest evidenced by the Notes;

(iii) Any change in the percentages of the Banks required to authorize the taking of any action hereunder;

(iv) Material release, subordination of the Banks' interest in, or substitution (as between major classifications) of the Collateral (however, nothing contained herein shall prevent the Agent from accepting additional collateral hereunder); and

(v) Any action specifically required herein to be taken by "all of the Banks" or by "each Bank," unless the context clearly requires otherwise.

(b) All actions herein required to be taken by "the Banks" will be taken or directed by those Banks whose commitment percentages under this Agreement aggregate at least 70 percent of the total aggregate commitment to

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make Advances hereunder. Excepting the items specified in paragraph 10.5(a), the Banks, or Agent when authorized by the Banks, may take all other collective actions of the Banks hereunder and may in writing waive the observance or performance of any covenant, condition or obligation imposed on Borrower hereby or hereunder. In the absence of written notice of a particular Bank to the contrary, for the purpose of taking actions contemplated by this paragraph 10.5(b), a Bank may give and the Agent may receive such instructions by written, telegraphic or telephonic means.

(c) All actions contemplated hereby and not within paragraphs 10.5(a) and (b) hereof, including matters of loan administration and of a technical nature, may be taken by the Agent on its own initiative, in the absence of instructions of the Banks to the contrary in any specific instance.

10.6 Each Bank represents and warrants to Borrower, Agent and the other Banks that such Bank:

(a) is receiving the Notes to be held by it for its own account for the purpose of investment and has no present intention of selling, transferring or otherwise distributing or disposing of said Notes; and

(b) is aware that the Notes have not been registered under the Securities Act of 1933 (the "Act") and cannot be sold, transferred, pledged or otherwise distributed by said Bank unless a registration statement registering the Notes under the Act has been filed with the Securities and Exchange Commission and has become effective or unless the Notes are sold or otherwise distributed in a transaction in respect of which Agent has previously received an opinion of counsel, satisfactory to Agent, stating that such registration is not required.

10.7 Each Bank hereby represents to Borrower, the Agent and the other Banks that it has entered into this Agreement as a result of its own independent assessment of Borrower's credit worthiness, including a review of such financial statements, reports and documents and an investigation of such facts and circumstances as such Bank has deemed appropriate, and that

such Bank has not relied upon the opinions or representations of the Agent or any other Bank in making this assessment of Borrowers' credit worthiness.

10.8 No agreement herein, and specifically in this Section 10, is intended or shall be deemed to create in any Person except the Banks and Agent any claim or right, whether based on a third party beneficiary theory or otherwise.

#### Section 11. Miscellaneous.

11.1 This Agreement is a contract by Banks to extend financial accommodations to or for the benefit of Borrower and, without Banks' written consent which Banks may withhold under any circumstances, Borrower may not assign or in any way transfer, by operation of law or otherwise, any of this Agreement or any of Borrower's rights or obligations hereunder. Subject to the provisions hereof, Banks may assign this Agreement or any of their rights or obligations hereunder, whether for security or otherwise, without consent of or notice to Borrower. Notwithstanding the first sentence of this paragraph, however, all covenants and agreements contained in the Agreements by or on behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not.

11.2 All notices which any party shall be required or permitted to give to any other party hereunder shall be deemed to be sufficiently given on the date when sent by telegram or other electronic facsimile device which creates a record of the transmission, or on the date when delivered if by messenger, or when mailed to the other party, registered or certified mail, return receipt requested, postage prepaid, at the address listed below or to such other address as shall be furnished in writing by any party to any other party from time to time in compliance herewith.

If to Banks  
or Agent:

BANK ONE, COLUMBUS, N.A., Agent  
100 East Broad Street  
Columbus, Ohio 43271

Attn: Mr. Richard D. Eadley  
Vice President

If (and only if)  
to Banks by Agent: To their respective addresses  
first set forth herein

If to Borrower:

JOHN GLENN PRESIDENTIAL  
COMMITTEE INC.  
444 North Capitol Street, N.W.  
Washington, D.C. 20001

Attn: Treasurer

with copy to:

John Glenn Presidential Committee Inc.  
444 North Capitol Street, N.W.  
Washington, D.C. 20001

Attn: Geoffrey L. Hockman

and

Harlan Pomeroy, Esq.  
818 Connecticut Avenue, N.W.  
Washington, D.C. 20006

11.3 Any payment or performance hereunder or under the Notes stated to be due on a Saturday, Sunday or a public or bank holiday or the equivalent for banks generally under the laws of the State of Ohio (any other day being a "Business Day"), such payment may be made or performance completed on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of payment of interest.

11.4 No amendment, modification, termination, or waiver of any provision of the Agreements, and no consent to any departure by Borrower therefrom, shall in any event be effective unless the same shall be in writing and signed by the Banks, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on Borrower in any event, case or occurrence, shall of itself entitle Borrower to any other or further notice or demand in any similar or other circumstances.

11.5 All legal fees, costs or expenses including attorneys' fees incurred in connection with preparation, administration or enforcement of the Agreements, or any other instruments, documents or agreements to be delivered to Banks hereunder or in connection herewith shall be paid by Borrower to Banks upon demand.

11.6 The titles of the various sections of this Agreement are solely for convenience and are not part of the Agreement for purposes of interpreting the provisions hereof.

11.7 Unless otherwise specified, the terms "herein," "hereunder," "hereto," "herewith," and words of similar import refer to this entire agreement; the singular includes the plural, and conversely.



11.8 Any provision hereof which becomes unenforceable by reason of the commencement of a case under the Bankruptcy Code or other proceeding for the relief of debtors shall again be valid and enforceable no later than the termination of such case or other proceeding.

11.9 All rights and obligations under this Agreement shall be construed and enforced in accordance with the local laws of the State of Ohio, except only to the extent replaced or precluded by other law of mandatory application. In any instance that any provision of this Agreement should be invalid, illegal or unenforceable under applicable law, the validity, legality or enforceability of that provision in other situations and of the remaining provisions and conditions hereof shall not be in any way affected thereby.

11.10 This written Agreement is exclusive as to its subject matter and no inconsistent oral agreement shall be binding.

11.11 Banks recognize that much of the information which is the subject matter of or which is furnished hereunder and the information which any Bank obtains from or by association with Borrower and its borrowing belongs and shall belong to Borrower and is and will be confidential. During the term of this Agreement and any extensions of it and thereafter, so long as such information remains confidential, Banks shall preserve and protect the confidentiality of such information and shall neither use (except in the performance of this Agreement) nor disclose to others such information without the express written consent of Borrower unless required to do so by appropriate order of any court, commission or administrative or legislative body or Federal or local authority having jurisdiction over such matter. No information made available or disclosed to Banks or developed by them under this Agreement shall be duplicated or furnished to another Person not party, or considering becoming a party, to this Agreement without prior written consent of Borrower. Banks will provide reasonable security for, and will exercise reasonable care consistent with the purposes hereof, to protect Borrower's information. Anything herein apparently to the contrary notwithstanding, nothing in this paragraph either shall or shall be deemed to limit Bank's (a) rights and remedies with respect to information or Collateral as set forth herein or (b) actions or inactions based upon its commercial judgment exercised to effect the objectives hereof.

11.12 AS A SPECIFICALLY BARGAINED INDUCEMENT FOR BANKS TO EXTEND CREDIT GIVING RISE TO THE INDEBTEDNESS, BORROWER HAS AGREED THAT ANY ACTION, SUIT OR PROCEEDING IN RESPECT OF OR ARISING FROM OR OUT OF THE AGREEMENTS, THEIR VALIDITY OR PERFORMANCE, AT THE SOLE OPTION OF EACH BANK, ITS SUCCESSORS AND ASSIGNS, SHALL BE INITIATED AND PROSECUTED AS TO ALL PARTIES AND

THEIR SUCCESSORS AND ASSIGNS AT COLUMBUS, OHIO. BORROWER  
CONSENTS TO AND SUBMITS TO THE EXERCISE OF JURISDICTION OVER ITS  
PERSON BY ANY COURT SITUATED AT COLUMBUS, OHIO, AND HAVING  
JURISDICTION OVER THE SUBJECT MATTER AND HEREBY IRREVOCABLY  
APPOINTS AND DESIGNATES LOUIS A. NOBILE, JR., WHOSE ADDRESS IS  
100 EAST BROAD STREET, COLUMBUS, OHIO 43271 (OR ANY OTHER PERSON  
WHOM A BANK OR ITS SUCCESSORS OR ASSIGNS, AFTER GIVING BORROWER  
FIVE DAYS WRITTEN NOTICE THEREOF, MAY APPOINT), AS ITS TRUE AND  
LAWFUL ATTORNEY IN FACT AND DULY AUTHORIZED AGENT FOR SERVICE OF  
LEGAL PROCESS AND AGREES THAT SERVICE OF SUCH PROCESS UPON SUCH  
PARTY SHALL CONSTITUTE PERSONAL SERVICE OF SUCH PROCESS UPON BOR-  
ROWER. SUCH ATTORNEY IN FACT, WITHIN FIVE DAYS AFTER RECEIPT OF  
ANY SUCH PROCESS, SHALL FORWARD THE SAME, BY PERSONAL OR MES-  
SENGER DELIVERY OR BY REGISTERED OR CERTIFIED MAIL, TOGETHER WITH  
ALL PAPERS AFFIXED THERETO, TO BORROWER AT BORROWER'S ADDRESS AS  
SET FORTH HEREIN.

11.13. Nothing herein shall obligate Borrower to  
borrow or effect any other financing through Bank or preclude  
Borrower from obtaining financing or credit from some other  
source, provided, that the Indebtedness has been satisfied in  
full and the Loan Agreement has been terminated.

IN WITNESS WHEREOF, the parties hereto have caused this  
Agreement to be executed by their respective duly authorized  
officers as of the 8th day of February, 1984.

JOHN GLENN PRESIDENTIAL  
COMMITTEE INC.

BANK ONE, COLUMBUS, N.A.

By: [Signature]

Title: Vice President

By: [Signature]

Title: Vice President

BANCORIO NATIONAL BANK

By: [Signature]

Title: Vice President

88040585384

~~Title:~~

**By:**

**Title:**

**By :**

**Title:**

**EXHIBIT A TO LOAN AGREEMENT**

89040685385



PROMISSORY NOTE

\$500,000

Columbus, Ohio  
February \_\_, 1984

FOR VALUE RECEIVED, the undersigned ("Borrower") promises to pay to the order of BANK ONE, COLUMBUS, N.A. ("Bank"), on demand, c/o Bank One, Columbus, N.A., Agent, at the office of said Agent at 100 East Broad Street, Columbus, Ohio 43271, or at such other place as the holder hereof may, from time to time, in writing designate, the principal sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000), or so much thereof as may be disbursed to, or for the benefit of, Borrower and remain unpaid pursuant to the terms and conditions of the Loan Agreement identified herein, with interest and payable as stated herein.

This Note is a Note identified in a Loan Agreement dated as of February 8, 1984 (the "Loan Agreement"), between Borrower, Bank One, Columbus, N.A., Agent, Bank and other banks, as the same has been and may hereafter be amended, modified, or supplemented from time to time, and said Loan Agreement and all other Agreements (as defined therein) are hereby incorporated into this Note and made a part hereof. Capitalized terms used but not defined herein shall have the meanings set forth in the Loan Agreement.

Principal indebtedness evidenced hereby shall be payable on demand, but until demand is made, in compliance with the terms of the Loan Agreement.

Interest shall accrue on the unpaid principal balance evidenced hereby, shall be calculated daily on the basis of actual days elapsed, shall be computed on the basis of a 360-day year and shall be paid monthly in arrears commencing on March 15, 1984, and continuing on the 15th day of each succeeding calendar month.

Except only as otherwise specifically stated herein, the interest rate shall fluctuate and at any time shall be equal to the sum of one percent (1%) per annum and the Prime Rate (the rate of interest announced by Bank One, Columbus, N.A., from time to time as its prime rate, with any change thereto

effective as of the opening of business on the day of the change, without notice).

Any other provision hereof to the contrary notwithstanding, all principal, interest and other indebtedness evidenced thereby shall be paid in full on or before March 31, 1985.

The Indebtedness or any portion thereof may be paid in whole or in part at any time without penalty. In any event, all payments received by Bank (a) shall be applied, first, to interest and Indebtedness, if any, other than principal due and payable and second, to principal indebtedness (including additional payments hereunder, if any) to be deemed applied against such indebtedness in the order incurred; (b) shall be in lawful money of the United States; and (c) shall be credited as of the time received by Bank in cash or equivalent or when finally collected.

This Note is secured pursuant to the terms and conditions set forth in the Loan Agreement and by Agreements as described therein. Any default in payment or performance under the Loan Agreement or said Agreements shall be a default hereunder.

A failure of the holder hereof to insist upon strict compliance with the terms hereof or to assert any right hereunder shall not be a waiver of any default and shall not be deemed to constitute a modification of the terms hereof or to establish any claim or defense. Nothing in this paragraph shall be deemed to alter or amend the demand character hereof.

Any and all moneys, properties or obligations now or at any time hereafter owing to the undersigned from the holder hereof are hereby, (a) if possessed or held by the holder hereof, pledged for the security of and (b) if not so possessed, committed and may be set off against this and all other Indebtedness from the undersigned to the legal holder hereof and may be paid and applied thereon at any time such Indebtedness becomes due or is declared due and payable.

No delay or omission on the part of the holder in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note. A waiver on any one occasion shall not be construed as a bar to or waiver of any such right and/or remedy on any future occasion.

All persons now or hereafter liable, primarily or secondarily, for the payment of the indebtedness evidenced hereby or any part thereof, do hereby expressly waive presentment for payment, notice of dishonor, protest and notice of protest, and agree that the time for payment or payments of any part of the indebtedness evidenced hereby may be extended without releasing

or otherwise affecting their liability hereon, or the lien of any deed of trust, mortgage, assignment or security agreement, if any, then or hereafter securing this Note.

The payee or other holder hereof shall be deemed to have exercised reasonable care in the custody and preservation of the property ("Collateral") which is the subject of the Loan Agreement and said Agreements herein identified if said holder takes such action for that purpose as shall be requested in writing by Borrower, but failure of said holder to comply with any such request shall not of itself be deemed a failure to exercise reasonable care, and no failure of said holder to preserve or protect any rights in such Collateral as against prior or subsequent parties, or to do any act not so required by Borrower, shall be deemed a failure to exercise reasonable care in the custody or preservation of such Collateral.

Borrower agrees that the local laws of the State of Ohio shall govern its rights and duties hereunder and the construction and effect hereof. However, if any provision hereof is or becomes invalid or unenforceable under any law of mandatory application, it is the intent of Borrower, the Bank and all parties primarily or secondarily liable hereunder, that such provision will be deemed severed and omitted herefrom, the remaining portions hereof to remain in full force and effect as written.

The undersigned, and each of the undersigned if more than one, authorize any Attorney at Law to appear in any court of record in the State of Ohio or any other State or Territory of the United States, after the indebtedness evidenced hereby, or any part thereof, becomes due and waive the issuance and service of process and confess judgment against any one or more than one of the undersigned in favor of the holder of this Note, for the amount then appearing due, together with costs of suit and, thereupon, to release all errors and waive all rights of appeal and stay of execution, but no such judgment or judgments against only one of the undersigned shall be a bar to a subsequent judgment or judgments against any one or more than one of such persons against whom judgment has not been obtained hereon. This warrant of attorney to confess judgment is a joint and several warrant of attorney. The foregoing warrant of attorney shall survive any judgment; and if any judgment be vacated for any reasons, the holder hereof nevertheless may thereafter use the foregoing warrant of attorney to obtain an additional judgment or judgments against the undersigned or any one or more of them.

IN WITNESS WHEREOF, the undersigned has executed this Note the day and year first above written at Columbus, Franklin County, Ohio.

WARNING: BY SIGNING THIS PAPER, YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME, A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE, AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT OR ANY OTHER CAUSE.

JOHN GLENN PRESIDENTIAL COMMITTEE INC

By \_\_\_\_\_

Title: \_\_\_\_\_

88040685389



PROMISSORY NOTE

\$500,000

Columbus, Ohio  
February \_\_, 1984

FOR VALUE RECEIVED, the undersigned ("Borrower") promises to pay to the order of BANCOHIO NATIONAL BANK ("Bank"), on demand, c/o Bank One, Columbus, N.A., Agent, at the office of said Agent at 100 East Broad Street, Columbus, Ohio 43271, or at such other place as the holder hereof may, from time to time, in writing designate, the principal sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000), or so much thereof as may be disbursed to, or for the benefit of, Borrower and remain unpaid pursuant to the terms and conditions of the Loan Agreement identified herein, with interest and payable as stated herein.

This Note is a Note identified in a Loan Agreement dated as of February 8, 1984 (the "Loan Agreement"), between Borrower, Bank One, Columbus, N.A., Agent, Bank and other banks, as the same has been and may hereafter be amended, modified, or supplemented from time to time, and said Loan Agreement and all other Agreements (as defined therein) are hereby incorporated into this Note and made a part hereof. Capitalized terms used but not defined herein shall have the meanings set forth in the Loan Agreement.

Principal indebtedness evidenced hereby shall be payable on demand, but until demand is made, in compliance with the terms of the Loan Agreement.

Interest shall accrue on the unpaid principal balance evidenced hereby, shall be calculated daily on the basis of actual days elapsed, shall be computed on the basis of a 360-day year and shall be paid monthly in arrears commencing on March 15, 1984, and continuing on the 15th day of each succeeding calendar month.

Except only as otherwise specifically stated herein, the interest rate shall fluctuate and at any time shall be equal to the sum of one percent (1%) per annum and the Prime Rate (the rate of interest announced by Bank One, Columbus, N.A., from time to time as its prime rate, with any change thereto

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effective as of the opening of business on the day of the change, without notice).

Any other provision hereof to the contrary notwithstanding, all principal, interest and other indebtedness evidenced thereby shall be paid in full on or before March 31, 1985.

The Indebtedness or any portion thereof may be paid in whole or in part at any time without penalty. In any event, all payments received by Bank (a) shall be applied, first, to interest and Indebtedness, if any, other than principal due and payable and second, to principal indebtedness (including additional payments hereunder, if any) to be deemed applied against such indebtedness in the order incurred; (b) shall be in lawful money of the United States; and (c) shall be credited as of the time received by Bank in cash or equivalent or when finally collected.

This Note is secured pursuant to the terms and conditions set forth in the Loan Agreement and by Agreements as described therein. Any default in payment or performance under the Loan Agreement or said Agreements shall be a default hereunder.

A failure of the holder hereof to insist upon strict compliance with the terms hereof or to assert any right hereunder shall not be a waiver of any default and shall not be deemed to constitute a modification of the terms hereof or to establish any claim or defense. Nothing in this paragraph shall be deemed to alter or amend the demand character hereof.

Any and all moneys, properties or obligations now or at any time hereafter owing to the undersigned from the holder hereof are hereby, (a) if possessed or held by the holder hereof, pledged for the security of and (b) if not so possessed, committed and may be set off against this and all other Indebtedness from the undersigned to the legal holder hereof and may be paid and applied thereon at any time such Indebtedness becomes due or is declared due and payable.

No delay or omission on the part of the holder in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note. A waiver on any one occasion shall not be construed as a bar to or waiver of any such right and/or remedy on any future occasion.

All persons now or hereafter liable, primarily or secondarily, for the payment of the indebtedness evidenced hereby or any part thereof, do hereby expressly waive presentment for payment, notice of dishonor, protest and notice of protest, and agree that the time for payment or payments of any part of the indebtedness evidenced hereby may be extended without releasing

or otherwise affecting their liability hereon, or the lien of any deed of trust, mortgage, assignment or security agreement, if any, then or hereafter securing this Note.

The payee or other holder hereof shall be deemed to have exercised reasonable care in the custody and preservation of the property ("Collateral") which is the subject of the Loan Agreement and said Agreements herein identified if said holder takes such action for that purpose as shall be requested in writing by Borrower, but failure of said holder to comply with any such request shall not of itself be deemed a failure to exercise reasonable care, and no failure of said holder to preserve or protect any rights in such Collateral as against prior or subsequent parties, or to do any act not so required by Borrower, shall be deemed a failure to exercise reasonable care in the custody or preservation of such Collateral.

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Borrower agrees that the local laws of the State of Ohio shall govern its rights and duties hereunder and the construction and effect hereof. However, if any provision hereof is or becomes invalid or unenforceable under any law of mandatory application, it is the intent of Borrower, the Bank and all parties primarily or secondarily liable hereunder, that such provision will be deemed severed and omitted herefrom, the remaining portions hereof to remain in full force and effect as written.

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The undersigned, and each of the undersigned if more than one, authorize any Attorney at Law to appear in any court of record in the State of Ohio or any other State or Territory of the United States, after the indebtedness evidenced hereby, or any part thereof, becomes due and waive the issuance and service of process and confess judgment against any one or more than one of the undersigned in favor of the holder of this Note, for the amount then appearing due, together with costs of suit and, thereupon, to release all errors and waive all rights of appeal and stay of execution, but no such judgment or judgments against only one of the undersigned shall be a bar to a subsequent judgment or judgments against any one or more than one of such persons against whom judgment has not been obtained hereon. This warrant of attorney to confess judgment is a joint and several warrant of attorney. The foregoing warrant of attorney shall survive any judgment; and if any judgment be vacated for any reasons, the holder hereof nevertheless may thereafter use the foregoing warrant of attorney to obtain an additional judgment or judgments against the undersigned or any one or more of them.

IN WITNESS WHEREOF, the undersigned has executed this Note the day and year first above written at Columbus, Franklin County, Ohio.

WARNING: BY SIGNING THIS PAPER, YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME, A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE, AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT OR ANY OTHER CAUSE.

JOHN GLENN PRESIDENTIAL COMMITTEE INC

By \_\_\_\_\_

Title: \_\_\_\_\_

8804058539J



PROMISSORY NOTE

\$500,000

Columbus, Ohio  
February \_\_, 1984

FOR VALUE RECEIVED, the undersigned ("Borrower") promises to pay to the order of THE HUNTINGTON NATIONAL BANK ("Bank"), on demand, c/o Bank One, Columbus, N.A., Agent, at the office of said Agent at 100 East Broad Street, Columbus, Ohio 43271, or at such other place as the holder hereof may, from time to time, in writing designate, the principal sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000), or so much thereof as may be disbursed to, or for the benefit of, Borrower and remain unpaid pursuant to the terms and conditions of the Loan Agreement identified herein, with interest and payable as stated herein.

This Note is a Note identified in a Loan Agreement dated as of February 8, 1984 (the "Loan Agreement"), between Borrower, Bank One, Columbus, N.A., Agent, Bank and other banks, as the same has been and may hereafter be amended, modified, or supplemented from time to time, and said Loan Agreement and all other Agreements (as defined therein) are hereby incorporated into this Note and made a part hereof. Capitalized terms used but not defined herein shall have the meanings set forth in the Loan Agreement.

Principal indebtedness evidenced hereby shall be payable on demand, but until demand is made, in compliance with the terms of the Loan Agreement.

Interest shall accrue on the unpaid principal balance evidenced hereby, shall be calculated daily on the basis of actual days elapsed, shall be computed on the basis of a 360-day year and shall be paid monthly in arrears commencing on March 15, 1984, and continuing on the 15th day of each succeeding calendar month.

Except only as otherwise specifically stated herein, the interest rate shall fluctuate and at any time shall be equal to the sum of one percent (1%) per annum and the Prime Rate (the rate of interest announced by Bank One, Columbus, N.A., from time to time as its prime rate, with any change thereto

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effective as of the opening of business on the day of the change, without notice).

Any other provision hereof to the contrary notwithstanding, all principal, interest and other indebtedness evidenced thereby shall be paid in full on or before March 31, 1985.

The Indebtedness or any portion thereof may be paid in whole or in part at any time without penalty. In any event, all payments received by Bank (a) shall be applied, first, to interest and Indebtedness, if any, other than principal due and payable and second, to principal indebtedness (including additional payments hereunder, if any) to be deemed applied against such indebtedness in the order incurred; (b) shall be in lawful money of the United States; and (c) shall be credited as of the time received by Bank in cash or equivalent or when finally collected.

This Note is secured pursuant to the terms and conditions set forth in the Loan Agreement and by Agreements as described therein. Any default in payment or performance under the Loan Agreement or said Agreements shall be a default hereunder.

A failure of the holder hereof to insist upon strict compliance with the terms hereof or to assert any right hereunder shall not be a waiver of any default and shall not be deemed to constitute a modification of the terms hereof or to establish any claim or defense. Nothing in this paragraph shall be deemed to alter or amend the demand character hereof.

Any and all moneys, properties or obligations now or at any time hereafter owing to the undersigned from the holder hereof are hereby, (a) if possessed or held by the holder hereof, pledged for the security of and (b) if not so possessed, committed and may be set off against this and all other indebtedness from the undersigned to the legal holder hereof and may be paid and applied thereon at any time such Indebtedness becomes due or is declared due and payable.

No delay or omission on the part of the holder in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note. A waiver on any one occasion shall not be construed as a bar to or waiver of any such right and/or remedy on any future occasion.

All persons now or hereafter liable, primarily or secondarily, for the payment of the indebtedness evidenced hereby or any part thereof, do hereby expressly waive presentment for payment, notice of dishonor, protest and notice of protest, and agree that the time for payment or payments of any part of the indebtedness evidenced hereby may be extended without releasing

or otherwise affecting their liability hereon, or the lien of any deed of trust, mortgage, assignment or security agreement, if any, then or hereafter securing this Note.

The payee or other holder hereof shall be deemed to have exercised reasonable care in the custody and preservation of the property ("Collateral") which is the subject of the Loan Agreement and said Agreements herein identified if said holder takes such action for that purpose as shall be requested in writing by Borrower, but failure of said holder to comply with any such request shall not of itself be deemed a failure to exercise reasonable care, and no failure of said holder to preserve or protect any rights in such Collateral as against prior or subsequent parties, or to do any act not so required by Borrower, shall be deemed a failure to exercise reasonable care in the custody or preservation of such Collateral.

Borrower agrees that the local laws of the State of Ohio shall govern its rights and duties hereunder and the construction and effect hereof. However, if any provision hereof is or becomes invalid or unenforceable under any law of mandatory application, it is the intent of Borrower, the Bank and all parties primarily or secondarily liable hereunder, that such provision will be deemed severed and omitted herefrom, the remaining portions hereof to remain in full force and effect as written.

The undersigned, and each of the undersigned if more than one, authorize any Attorney at Law to appear in any court of record in the State of Ohio or any other State or Territory of the United States, after the indebtedness evidenced hereby, or any part thereof, becomes due and waive the issuance and service of process and confess judgment against any one or more than one of the undersigned in favor of the holder of this Note, for the amount then appearing due, together with costs of suit and, thereupon, to release all errors and waive all rights of appeal and stay of execution, but no such judgment or judgments against only one of the undersigned shall be a bar to a subsequent judgment or judgments against any one or more than one of such persons against whom judgment has not been obtained hereon. This warrant of attorney to confess judgment is a joint and several warrant of attorney. The foregoing warrant of attorney shall survive any judgment; and if any judgment be vacated for any reasons, the holder hereof nevertheless may thereafter use the foregoing warrant of attorney to obtain an additional judgment or judgments against the undersigned or any one or more of them.

IN WITNESS WHEREOF, the undersigned has executed this Note the day and year first above written at Columbus, Franklin County, Ohio.

WARNING: BY SIGNING THIS PAPER, YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME, A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE, AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT OR ANY OTHER CAUSE.

JOHN GLENN PRESIDENTIAL COMMITTEE INC

By \_\_\_\_\_

Title: \_\_\_\_\_

98040685397



PROMISSORY NOTE

\$500,000

Columbus, Ohio  
February \_\_, 1984

FOR VALUE RECEIVED, the undersigned ("Borrower") promises to pay to the order of AMERITRUST COMPANY NATIONAL ASSOCIATION ("Bank"), on demand, c/o Bank One, Columbus, N.A., Agent, at the office of said Agent at 100 East Broad Street, Columbus, Ohio 43271, or at such other place as the holder hereof may, from time to time, in writing designate, the principal sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000), or so much thereof as may be disbursed to, or for the benefit of, Borrower and remain unpaid pursuant to the terms and conditions of the Loan Agreement identified herein, with interest and payable as stated herein.

This Note is a Note identified in a Loan Agreement dated as of February 8, 1984 (the "Loan Agreement"), between Borrower, Bank One, Columbus, N.A., Agent, Bank and other banks, as the same has been and may hereafter be amended, modified, or supplemented from time to time, and said Loan Agreement and all other Agreements (as defined therein) are hereby incorporated into this Note and made a part hereof. Capitalized terms used but not defined herein shall have the meanings set forth in the Loan Agreement.

Principal indebtedness evidenced hereby shall be payable on demand, but until demand is made, in compliance with the terms of the Loan Agreement.

Interest shall accrue on the unpaid principal balance evidenced hereby, shall be calculated daily on the basis of actual days elapsed, shall be computed on the basis of a 360-day year and shall be paid monthly in arrears commencing on March 15, 1984, and continuing on the 15th day of each succeeding calendar month.

Except only as otherwise specifically stated herein, the interest rate shall fluctuate and at any time shall be equal to the sum of one percent (1%) per annum and the Prime Rate (the rate of interest announced by Bank One, Columbus, N.A., from time to time as its prime rate, with any change thereto

effective as of the opening of business on the day of the change, without notice).

Any other provision hereof to the contrary notwithstanding, all principal, interest and other indebtedness evidenced thereby shall be paid in full on or before March 31, 1985.

The Indebtedness or any portion thereof may be paid in whole or in part at any time without penalty. In any event, all payments received by Bank (a) shall be applied, first, to interest and Indebtedness, if any, other than principal due and payable and second, to principal indebtedness (including additional payments hereunder, if any) to be deemed applied against such indebtedness in the order incurred; (b) shall be in lawful money of the United States; and (c) shall be credited as of the time received by Bank in cash or equivalent or when finally collected.

This Note is secured pursuant to the terms and conditions set forth in the Loan Agreement and by Agreements as described therein. Any default in payment or performance under the Loan Agreement or said Agreements shall be a default hereunder.

A failure of the holder hereof to insist upon strict compliance with the terms hereof or to assert any right hereunder shall not be a waiver of any default and shall not be deemed to constitute a modification of the terms hereof or to establish any claim or defense. Nothing in this paragraph shall be deemed to alter or amend the demand character hereof.

Any and all moneys, properties or obligations now or at any time hereafter owing to the undersigned from the holder hereof are hereby, (a) if possessed or held by the holder hereof, pledged for the security of and (b) if not so possessed, committed and may be set off against this and all other indebtedness from the undersigned to the legal holder hereof and may be paid and applied thereon at any time such Indebtedness becomes due or is declared due and payable.

No delay or omission on the part of the holder in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note. A waiver on any one occasion shall not be construed as a bar to or waiver of any such right and/or remedy on any future occasion.

All persons now or hereafter liable, primarily or secondarily, for the payment of the indebtedness evidenced hereby or any part thereof, do hereby expressly waive presentment for payment, notice of dishonor, protest and notice of protest, and agree that the time for payment or payments of any part of the indebtedness evidenced hereby may be extended without releasing

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deed of trust, mortgage, assignment or security agreement, if any, then or hereafter securing this Note.

The payee or other holder hereof shall be deemed to have exercised reasonable care in the custody and preservation of the property ("Collateral") which is the subject of the Loan Agreement and said Agreements herein identified if said holder takes such action for that purpose as shall be requested in writing by Borrower, but failure of said holder to comply with any such request shall not of itself be deemed a failure to exercise reasonable care, and no failure of said holder to preserve or protect any rights in such Collateral as against prior or subsequent parties, or to do any act not so required by Borrower, shall be deemed a failure to exercise reasonable care in the custody or preservation of such Collateral.

Borrower agrees that the local laws of the State of Ohio shall govern its rights and duties hereunder and the construction and effect hereof. However, if any provision hereof is or becomes invalid or unenforceable under any law of mandatory application, it is the intent of Borrower, the Bank and all parties primarily or secondarily liable hereunder, that such provision will be deemed severed and omitted herefrom, the remaining portions hereof to remain in full force and effect as written.

The undersigned, and each of the undersigned if more than one, authorize any Attorney at Law to appear in any court of record in the State of Ohio or any other State or Territory of the United States, after the indebtedness evidenced hereby, or any part thereof, becomes due and waive the issuance and service of process and confess judgment against any one or more than one of the undersigned in favor of the holder of this Note, for the amount then appearing due, together with costs of suit and, thereupon, to release all errors and waive all rights of appeal and stay of execution, but no such judgment or judgments against only one of the undersigned shall be a bar to a subsequent judgment or judgments against any one or more than one of such persons against whom judgment has not been obtained hereon. This warrant of attorney to confess judgment is a joint and several warrant of attorney. The foregoing warrant of attorney shall survive any judgment; and if any judgment be vacated for any reasons, the holder hereof nevertheless may thereafter use the foregoing warrant of attorney to obtain an additional judgment or judgments against the undersigned or any one or more of them.

IN WITNESS WHEREOF, the undersigned has executed this Note the day and year first above written at Columbus, Franklin County, Ohio.

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JOHN GLENN PRESIDENTIAL COMMITTEE INC

By \_\_\_\_\_

Title: \_\_\_\_\_

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**EXHIBIT B TO LOAN AGREEMENT**

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SECURITY AGREEMENT

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Schedule

1. ....Candidate's Assignment
2. ....Borrower's Assignment
3. ....Undertaking of Senator Glenn  
and William R. White
4. ....Senator Glenn's Statement

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## SECURITY AGREEMENT

Dated as of February 8, 1984

### (Assignment)

JOHN GLENN PRESIDENTIAL COMMITTEE INC., a corporation organized and existing under the laws of the District of Columbia with its principal place of business at 444 North Capital Street, N.W., Washington, D.C. 20001 ("Borrower"), debtor hereunder, BANK ONE, COLUMBUS, N.A. ("BANK ONE"), a national banking association organized and existing under the laws of the United States, located at and with a mailing address of 100 East Broad Street, Columbus, Ohio 43271, BANCOHIO NATIONAL BANK ("BNB"), a national banking association organized and existing under the laws of the United States, located at and with a mailing address of 155 East Broad Street, Columbus, Ohio 43265, THE HUNTINGTON NATIONAL BANK ("HNB"), a national banking association organized and existing under the laws of the United States, located at and with a mailing address of 17 South High Street, Columbus, Ohio 43260, AMERITRUST COMPANY NATIONAL ASSOCIATION ("AMERITRUST"), a national banking association organized and existing under the laws of the United States, located at and with a mailing address of 900 Euclid Avenue, Cleveland, Ohio 44115 (BANK ONE, BNB, HNB and AMERITRUST hereinafter collectively "Bank[s]") and BANK ONE, not in its individual capacity but as agent for the Banks hereunder (the "Agent"), secured party hereunder, in consideration of the mutual covenants and agreements contained herein and intending to be legally bound, hereby recite and agree as follows:

### Section 1. Definitions, Incorporation, Scope

1.1 This Agreement is the Security Agreement and one of the Agreement(s) defined in the Loan Agreement of even date herewith between and among Banks, Borrower and Agent to which this Agreement is attached as Exhibit "B" (the "Loan Agreement").

1.2 All terms used and not otherwise specifically defined herein shall have the meanings set forth in the Loan Agreement.

1.3 Each and every other one of the Agreements is incorporated herein and hereby made a part hereof.

## Section 2. Recitals

2.1 Borrower is borrowing from Banks under the terms of the Loan Agreement.

2.2 The security interests provided for hereby are taken and retained to secure to Banks Borrower's payment and performance of the Indebtedness.

## Section 3. Security Interest

To secure payment and performance of all the Indebtedness, including performance of all obligations, covenants and warranties of Borrower, Borrower does hereby:

3.1 Grant to Agent, as agent for Banks, a continuing security interest in all of Borrower's interest in all of its property (including without limitation instruments, documents, chattel paper, contract rights, accounts, general intangibles, deposit accounts, money and goods of all description) whether or not such property is now or hereafter in the actual or legal or constructive possession of Agent, including but not limited to:

(a) all records of Borrower wherever located, whenever existing or arising; and

(b) the Primary Funding and all rights attendant thereto or in connection therewith with respect to the candidacy of Senator Glenn, including all of Borrower's rights therein arising out of Candidate's Assignment or otherwise; and

(c) all of Borrower's right, title and interest in and to the direct mail solicitation/contributor lists used by Borrower, containing, among other things, the names and addresses of possible and actual contributors to Borrower as they exist as of the date hereof and are revised from time to time; and

(d) present and future contributions and other property and money received by Borrower from any source, including without limitation the deposit account(s) maintained by Borrower at NS&T Bank, N.A.;

and if sold, exchanged, collected or otherwise disposed of, the proceeds thereof, and all insurance or insurance proceeds of or related to the foregoing and other insurance, if and to the extent pursuant to the Loan Agreement (all, collectively, the "Collateral"). To the extent appropriate to the perfection of



security interests hereunder, all parties acknowledge that Agent is possessing Collateral and Separate Collateral as bailee for itself and the Banks.

3.2 Simultaneously herewith, deliver to Agent Candidate's Assignment, Borrower's Assignment, the Undertakings and the Candidate's Statement, in forms incorporated herein as Schedules 1 through 4, inclusive.

#### Section 4. Borrower's Obligations

In addition to all obligations of Borrower undertaken in the Loan Agreement, the other Agreements, and now or hereafter in any way attendant hereto, with respect to all of the Collateral, Borrower warrants and covenants to Banks, which warranties and covenants shall survive (a) each Advance and (b) until the satisfaction in full of the Indebtedness and the Loan Agreement is terminated:

4.1 That, except for (a) BANK ONE's prior interest in the Separate Collateral, (b) the security interest granted hereby, (c) a certain written agreement dated July 11, 1983 between Borrower and the Democratic National Committee pertaining to the exchange of lists of direct mail contributor names (a copy of which has been furnished to Banks), and (d) the Previous Loan Agreement, Borrower is, and as to the Collateral acquired after the date hereof shall be, the owner of the Collateral described in paragraphs 3.1(a) through 3.1(d), free and clear of any prior assignment, lien, security interest or encumbrance; that Borrower will defend all the Collateral against the claims and demands of all persons at any time claiming the same or any interest therein; and that no mortgage, financing statement or agreement, or assignment is on file in any public office pertaining to any of the Collateral; and

4.2 That without the prior written consent of Banks, Borrower shall not part with the possession or control (except at Banks' direction hereunder for perfection of its interests) of the Collateral (other than the direct mail lists identified in Section 4.1 and then only to the extent provided therein) or sell, pledge, mortgage, encumber or otherwise transfer or dispose of, or attempt to sell, assign, pledge, mortgage, encumber or otherwise transfer or dispose of any interest in all or any part of the Collateral; and

4.3 That Borrower will keep the Collateral free from all claims, liens and legal process of creditors of Borrower, will pay all costs, expenses, fees, taxes and charges of any kind whatsoever arising by virtue of its ownership, possession or use of the Collateral; and

4.4 That Borrower will keep and maintain its principal and chief executive office(s), and all records of the Collateral not possessed by Banks, at its address first set forth herein and will not change the location of the same except upon 15 days prior notice to Banks; and

4.5 That at Banks' request, Borrower will join with Banks in executing such documents as Banks in their discretion may from time to time deem necessary or desirable in order to comply with applicable law or to preserve and protect the security interests provided for hereby; that Borrower will pay all costs and expenses of preparation, recording or filing of all instruments and documents required and requested by Banks hereunder; and

4.6 That all covenants, representations, warranties and promises of Borrower, Senator Glenn and William R. White in the Agreements will be kept, paid and performed.

#### Section 5. Events of Default

5.1 Borrower shall be deemed to be in default hereunder in the event that:

- a. Borrower or Senator Glenn should default in the payment of any of the indebtedness or in the payment of performance of any of the terms, conditions, covenants or warranties herein or of any of the Agreements; or
- b. Any warranty, representation or statement made or furnished to Banks by or on behalf of Borrower or Senator Glenn in connection with the Agreements or to induce Banks to make an advancement or extend credit of any kind to Borrower should prove to have been false in any material respect when made or furnished or should be or become false with passage of time or occurrence of events or both of them; or
- c. Any substantial (i) reduction in value of or (ii) loss theft or destruction of or damage to any property upon which the value of any Collateral is based should occur; or
- d. Borrower or Senator Glenn should make a general assignment for the benefit of creditors, should suspend or terminate activities or existence or commit any act amounting to business failure, or should make a voluntary assignment or transfer of any interest in any of the property which is the subject hereof or the Loan Agreement (except as expressly authorized therein) or in all or substantially all of its property; or

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- e. If a petition under any chapter of Title 11 U.S.C., as amended (the "Bankruptcy Code"), or for the appointment of a receiver or conservator or a custodian (as that term is defined in the Bankruptcy Code) for all or any part of the property of Borrower or Senator Glenn or under any other proceeding for the relief of debtors or protection of policyholders or any delinquency proceeding should be filed or initiated by or against Borrower or Senator Glenn; or
  - f. Any proceeding or judgment should be initiated or entered affecting the Collateral by which is sought to establish, attach or foreclose any lien thereon or on any part thereof, or which is deemed by Banks to affect their interest therein.

5.2 In the event of default or demand, Borrower hereby irrevocably appoints Banks and/or Agent its true and lawful attorney, with power of substitution, for it and in its name; or in the name of Banks or otherwise, for the use and benefit of Banks but at the cost and expenses of Borrower, generally to sell, assign, transfer, pledge, compromise, institute suit on, make any agreement with respect to or otherwise deal with any of the Collateral, as fully and completely as though Banks were the absolute owner thereof for all purposes. The powers conferred upon Banks by this paragraph (a) are coupled with an interest and are not revocable; (b) are solely to protect its own interest and (c) shall not impose upon Banks (i) any duties to exercise any such power(s) or (ii) any liability for any action or inaction in the absence of gross negligence or willful misconduct.

#### Section 6. Enforcement of Security and Remedies--General

6.1 In addition to the rights of Banks under other Sections hereof and under the Uniform Commercial Code of Ohio, or the laws of any other jurisdiction in which the Collateral or any part thereof may be located, or under any other applicable law, Borrower hereby fully authorizes and empowers Banks and/or Agent, upon the happening of any default (or demand in the case of Primary Funding and proceeds thereof) hereunder, to sell, assign, and deliver all the Collateral, or any part thereof or any substitute therefor or any addition thereto, at any public or private sale, at the option of Banks or any officer or agent or other person acting on behalf of Banks, and Banks, its officers, agents and representatives, may bid and become purchasers at any such sale or disposition.

6.2 Immediately in the event of default in the case of any payment, and in every other case (such default continuing uncorrected or without demonstration of implemented corrective

measures acceptable to Banks in their sole discretion for ten days subsequent to written notice given to Borrower by or on behalf of Banks in compliance herewith) or at any time Banks in good faith believe that the prospect of payment or performance of or in respect of the Indebtedness is impaired (the facts or circumstances underlying such belief continuing uncorrected or without demonstration of implemented corrective measures acceptable to Banks in their sole discretion for 10 days subsequent to written notice given to Borrower by Banks in compliance herewith), then, or at any time thereafter, Banks may declare all the Indebtedness to be immediately due and payable, without notice or demand therefor, and shall then have all its remedies under the Agreements and all remedies of a secured party under the laws of the State of Ohio, or any other jurisdiction in which any of the Collateral may be located, or any other applicable laws. Nothing herein shall be deemed to alter or amend the demand nature of any evidence of the Indebtedness.

6.3 To the extent permitted by applicable law, Borrower hereby waives all rights now or hereafter conferred by statute or otherwise which may require Banks to sell, lease or otherwise use any Collateral in mitigation of Banks' damages or which may otherwise limit or modify any of Banks' remedies or rights under this Section.

6.4 No right or remedy of Banks hereunder shall be exclusive of any other remedies herein, or in any of the Agreements or by law provided; each right or remedy shall be cumulative in addition to every other right or remedy, and, in addition, the exercise of any remedy by Banks hereunder shall not of itself constitute a recognition of a default of all provisions hereof. Moreover, a failure of Banks to insist upon a strict compliance with the terms hereof or to assert any right or remedy hereunder shall not be a waiver of any default and shall not be determined to constitute a modification of the agreements of the parties hereto or the terms hereof or to establish any claim or defense.

6.5 In the event that Borrower should fail duly and promptly to perform any of the things required to be performed hereunder, Banks may, at their sole option, but without obligation to do so, immediately or at any time thereafter, perform the same for the account of Borrower without thereby waiving any default, and any amount paid or expenses or liability incurred by Banks in such performance, together with interest thereon until paid at the rate specified in the Loan Agreement, shall be payable to Bank by Borrower on demand and shall be and become part of the Indebtedness.



## Section 7. Miscellaneous

7.1 This Agreement is a contract by Banks to extend financial accommodations to or for the benefit of Borrower and, without Banks' written consent which Banks may withhold under any circumstances, Borrower may not assign or in any way transfer, by operation of law or otherwise, any of this Agreement or any of Borrower's rights or obligations hereunder. Banks may assign this Agreement or any of its rights or obligations hereunder, whether for security or otherwise, without consent of or notice to Borrower. Notwithstanding the first sentence of this paragraph, however, all covenants and agreements contained in this Agreement by or on behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not.

7.2 Any notice, request or demand given or required to be given hereunder shall, except as otherwise expressly provided herein, be in writing and shall be deemed to have been given when mailed in compliance with the provisions of the Loan Agreement.

7.3 No amendment, modification, termination, or waiver of any provision of the Agreements, and no consent to any departure by Borrower therefrom, shall in any event be effective unless the same shall be in writing and signed by Banks, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on Borrower in any event, case or occurrence, shall of itself entitle Borrower to any other or further notice or demand in any similar or other circumstances.

7.4. All legal fees, costs or expenses incurred in connection with the preparation, negotiation, revision and enforcement of the Agreements, or any other instruments, documents or agreements to be delivered to Banks in connection with the Collateral, shall be paid by Borrower to Banks upon demand. In addition, all costs and expenses of Banks in retaking, holding, evaluation, preparing for sale, selling or otherwise disposing of the Collateral, in accounting therefor, and in seeking or complying with professional advice concerning any law or regulation related to or affecting such disposal, including (if legally collectible hereunder) all court costs and reasonable attorneys' fees and legal expenses, shall be payable by Borrower to Banks upon demand, shall accrue interest at the rate specified in the Loan Agreement, and shall be and become part of the secured Indebtedness hereunder.

7.5 The titles of the various sections of this Agreement are solely for convenience and are not part of the Agreement for purposes of interpreting the provisions hereof.

7.6 Unless otherwise specified, the terms "herein," "hereunder," "hereto," "herewith," and words of similar import refer to this entire agreement; the singular includes the plural, and conversely.

7.7 Any provision hereof which becomes unenforceable by reason of the commencement of a case under the Bankruptcy Code or other proceeding for the relief of debtors shall again be valid and enforceable no later than the termination of such case or other proceeding.

7.8 All rights and obligations under this Agreement shall be construed and enforced in accordance with the local laws of the State of Ohio, except only to the extent replaced or precluded by other law or mandatory application. In any instance that any provision of this Agreement should be invalid, illegal or unenforceable under applicable law, the validity, legality or enforceability of that provision in other situations and of the remaining provisions and conditions hereof shall not be in any way affected thereby.

7.9 This written Agreement is exclusive as to its subject matter and no inconsistent oral agreement shall be binding.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the 8th day of February, 1984.

JOEN GLENN PRESIDENTIAL  
COMMITTEE INC.

BANK ONE, COLUMBUS, N.A.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

BANCORIO NATIONAL BANK

By: \_\_\_\_\_

Title: \_\_\_\_\_

THE HUNTINGTON NATIONAL BANK

By: \_\_\_\_\_

Title: \_\_\_\_\_

AMERITRUST COMPANY NATIONAL  
ASSOCIATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

BANK ONE, COLUMBUS, N.A., AGENT

By: \_\_\_\_\_

Title: \_\_\_\_\_

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AmeriTrust Company National Association

BancOhio National Bank

Bank One, Columbus, N.A.

The Huntington National Bank

All care of:

Bank One, Columbus, N.A., Agent  
100 East Broad Street  
Columbus, Ohio 43271  
Attn: Richard D. Headley

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BORROWER'S ASSIGNMENT

In consideration of Bank One, Columbus, N.A., as agent, and the banks listed on Exhibit A hereto (hereinafter referred to as "Banks") extending credit to John Glenn Presidential Committee Inc. (hereinafter referred to as "Borrower"), pursuant to a Loan Agreement (except as otherwise provided herein capitalized terms used in this statement having the meaning defined in the Loan Agreement) dated as of February 8, 1984 between Borrower and Banks and the other Agreements, Borrower hereby assigns to Banks and grants a security interest in the following as security for payment of the Indebtedness and Borrower's obligations under the Agreements:

all of Borrower's interest in all of its property (including without limitation instruments, documents, chattel paper, contract rights, accounts, general intangibles, deposit accounts, money and goods of all description) whether or not such property is now or hereafter in the actual or legal or constructive possession of Agent, including but not limited to:

- (a) all records of Borrower wherever located, whenever existing or arising; and
- (b) the Primary Funding and all rights attendant thereto or in connection therewith with respect to the candidacy of Senator Glenn, including all of Borrower's rights therein arising out of Candidate's Assignment or otherwise (the "Funding"); and
- (c) all of Borrower's right, title and interest in and to the direct mail solicitation/contributor lists used by Borrower, containing, among other things, the names and addresses of possible and actual contributors to Borrower as they exist as of the date hereof and are revised from time to time;
- (d) present and future contributions and other property and money received by Borrower from any source, including without limitation the deposit account(s) maintained by Borrower at the NS&T Bank, N.A.; and

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- (e) commitments or undertakings of others to solicit or raise contributions or funds.

Borrower agrees that the Funding may be held, used and disposed of by Banks in accordance with the terms and provisions of the Agreements.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized officers as of the 8th day of February, 1984.

JOHN GLENN PRESIDENTIAL  
COMMITTEE INC.

BANK ONE, COLUMBUS, N.A., Agent

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

BANK ONE, COLUMBUS, N.A.

By: \_\_\_\_\_

Title: \_\_\_\_\_

BANCOHIO NATIONAL BANK

By Bank One, Columbus, N.A.,  
Agent

By: \_\_\_\_\_

Title: \_\_\_\_\_

THE HUNTINGTON NATIONAL BANK

By Bank One, Columbus, N.A.,  
Agent

By: \_\_\_\_\_

Title: \_\_\_\_\_

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AMERITRUST COMPANY NATIONAL  
ASSOCIATION  
By Bank One, Columbus, N.A.,  
Agent

By: \_\_\_\_\_

Title: \_\_\_\_\_

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AmeriTrust Company National Association

BancOhio National Bank

Bank One, Columbus, N.A.

The Huntington National Bank

All care of:

Bank One, Columbus, N.A., Agent  
100 East Broad Street  
Columbus, Ohio 43271  
Attn: Richard D. Headley

93040635418

February , 1984

Bank One, Columbus, N.A., as Agent  
and the Banks listed on Exhibit A hereto

All care of:

Bank One, Columbus, N.A., Agent  
100 East Broad Street  
Columbus, Ohio 43271

Gentlemen:

As you know, no individual can guarantee, endorse or otherwise be personally liable for the obligations of a Presidential candidate's principal campaign committee to a national or state bank in excess of the contribution limits prescribed by the Federal Election Campaign Act, as amended (the "Act") and the Presidential Primary Matching Payments Account Act. None of the undersigned are guaranteeing, endorsing, or otherwise assuming personal liability for the obligations of the John Glenn Presidential Committee Inc. (the "Committee") to your banks.

However, we are advised that the Act specifically provides that there is no limit on the value of services provided without compensation by an individual who volunteers his time to a political campaign. Therefore, the undersigned individuals hereby promise and confirm that if (a) Senator John Glenn ceases for any reason to be an active Presidential candidate, (b) Senator John Glenn receives or fails to receive the nomination of the 1984 Democratic National Convention, or (c) the Committee defaults upon its obligations to you under the credit agreement between you and the Committee dated as of February 3, 1984, and if on such date or dates the Committee's obligations to you have not been repaid, the undersigned will exert their collective and individual best efforts to raise sufficient contributions for the Committee to enable the Committee to retire the Committee's debt to you then outstanding.

Yours very truly,

---

John Glenn

---

William R. White

AmeriTrust Company National Association

BancOhio National Bank

Bank One, Columbus, N.A.

The Huntington National Bank

All care of:

Bank One, Columbus, N.A., Agent  
100 East Broad Street  
Columbus, Ohio 43271  
Attn: Richard D. Headley

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harmless against and from any and all expenses whatsoever, including but not limited to court costs and reasonable attorneys' fees in connection with any action brought by Banks hereunder. Furthermore, resort to such action by Banks shall not preclude or in any way affect Banks' rights to bring other actions of any sort whatever for damages or otherwise relating to a breach of the statements herein.

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Ameritrust Company National Association

BancOhio National Bank

Bank One, Columbus, N.A.

The Huntington National Bank

All care of:

Bank One, Columbus, N.A., Agent  
100 East Broad Street  
Columbus, Ohio 43271  
Attn: Richard D. Headley

83040585423

EXHIBIT C TO LOAN AGREEMENT

88040585424

ADVANCE REQUEST FORM

To: Bank One, Columbus, N.A.  
as Agent  
100 East Broad Street  
Columbus, Ohio 43271  
Attn: Richard D. Headley  
Vice President

From: John Glenn Presidential  
Committee Inc.  
444 North Capital Street, N  
Washington, D.C. 20001

Gentlemen:

In accordance with our Loan Agreement dated as of February 8, 1984, the undersigned hereby requests that Banks make the following Advance on the date indicated:

Amount of Advance: \$ \_\_\_\_\_

Advance Date: \_\_\_\_\_

Capitalized terms used herein shall have the same meaning as in the Loan Agreement.

The undersigned hereby certifies as follows:

1. The statements contained in paragraph 5.2 of the Loan Agreement are true and correct as of the date hereof.

2. No event has occurred and is continuing, or would result from such requested Advance being made, which constitutes a default or would constitute a default under the Agreements but for the requirement that notice be given or time elapse or both.

Dated: \_\_\_\_\_, 1984 JOHN GLENN PRESIDENTIAL COMMITTEE INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

93040685425



SCHEDULE 1 TO LOAN AGREEMENT

89040685426

## LOAN AGREEMENT

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### Exhibits

A.....	Promissory Note
B.....	Security Agreement
C.....	Advance Request Form
D.....	Borrower's Advance Certificate
E.....	Advance Limit Computation

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## LOAN AGREEMENT

Dated as of October 24, 1983

JOHN GLENN PRESIDENTIAL COMMITTEE INC. ("Borrower"), a corporation organized and existing under the laws of the District of Columbia, with its principal place of business and chief executive office at 444 North Capitol Street, N.W., Washington, D.C. 20001, and Bank One, Columbus, N.A. ("Bank"), a national banking association organized and existing under the laws of the United States, with its principal office at 100 East Broad Street, Columbus, Ohio 43271, in consideration of the mutual covenants and agreements contained herein and of other good and valuable consideration the receipt and sufficiency of which is acknowledged hereby, and intending to be legally bound, hereby recite, represent, warrant and agree as follows:

### Section 1. Definitions

As used herein,

1.1 "Acceptance Percentage" means the lesser of (a) 90 percent or (b) as of a particular date, the percentage determined by dividing (i) the aggregate total amount of all submissions for Primary Funding made by Borrower as of that date accepted by the FEC as qualifying for Primary Funding by (ii) the aggregate total amount of all submissions for Primary Funding made by Borrower as of that date;

1.2 "Advance" has the meaning assigned to that term in paragraph 3.1 hereof;

1.3 "Advance Date" means the date on which an Advance is made;

1.4 "Advance Limit" means the total of the following:

(a) 100 percent of the total certifiable amounts contained in any Unpaid FEC Advice(s), plus

(b) the product of the Acceptance Percentage and the total of the "Amount Submitted for Matching this Submission" column(s) in Outstanding Borrower's Advance Certificates, minus

(c) the Holdback Amount, minus

(d) the outstanding principal balance of the Note;

1.5 "Advance Limit Computation" means a report computing the Advance Limit as of a date, in form as contained in Exhibit "E" hereto;

1.6 "Advance Request Form" means a fully executed and completed document in form as contained in Exhibit "C" hereto;

1.7 The "Agreements" means all instruments and documents issued, entered or delivered by or on behalf of Bank, Borrower and/or Senator Glenn in connection with the Indebtedness and/or the Collateral, including without limitation this Agreement, the Security Agreement and the Note, all of which are incorporated into and made a part hereof;

1.8 "Assignments" means the Candidate's Assignment and the Borrower's Assignment;

1.9 "Borrower's Advance Certificate" means a certificate of Borrower delivered to Bank in form as contained in Exhibit "D" as to certain contributions received by Borrower;

1.10 "Borrower's Assignment" has the meaning assigned to that term in paragraph 4.1 hereof;

1.11 "Business Day" has the meaning assigned to that term in paragraph 9.3 hereof;

1.12 "Candidate's Assignment" has the meaning assigned to that term in paragraph 4.1 hereof;

1.13 "Candidate's Statement" means the statement of Senator Glenn in form as contained in Schedule 4 to the Security Agreement;

1.14 "Collateral" means all collateral of whatever kind and whenever created, arising or acquired, securing the Indebtedness;

1.15 "Collateral Account" means a non-interest bearing checking account in name of Bank One, Columbus, N.A., Collateral Account for John Glenn Presidential Committee Inc., account no. 10-0811-9, maintained by Borrower with Bank at its offices at 100 East Broad Street, Columbus, Ohio 43271, that is at such control and dominion of Bank as is appropriate to the purposes hereof, including the purpose of receiving Senator Glenn's Primary Funding;

1.16 "Commitment Amount" means five hundred thousand dollars (\$500,000.00);



1.17 "FEC Advice" means the notice issued by the FEC to Senator Glenn/Borrower containing the certifiable amount with respect to a Matching Fund Submission or a Letter Request. (The FEC Advice for the Threshold Matching Fund Submission in which Senator Glenn's eligibility with respect to Primary Funding is established shall be deemed to have a certifiable amount of \$100,000, unless a different amount is stated therein);

1.18 "Federal Campaign Act" means the Federal Electric Campaign Act of 1971, as amended, 2 U.S.C. §§431 et seq;

1.19 "Federal Election Commission" and "FEC" mean the federal commission authorized by, and operating pursuant to, the Federal Election Campaign Act;

1.20 "Holdback Amount" means the aggregate amount of Primary Funding paid with respect to Senator Glenn (a) as to which the FEC has asserted that repayment is in order for any reason, or (b) is the subject of specific pending FEC question c audit;

1.21 "Indebtedness" means all liabilities, obligation and indebtedness (including, without limitation, any overdrafts on accounts of Borrower maintained with Bank) of Borrower to Bank, of whatever kind and whenever created, whether or not give pursuant to commitment, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including without limitation indebtedness evidenced by the Note and all liabilities, obligations and indebtedness arising under or in connection with any one or more of the Agreements;

1.22 "Letter Request" means a letter request by Borrower to FEC for Primary Funding made pursuant to FEC's Guidelines for Presentation in Good Order;

1.23 "Matching Fund Submission" means a submission made by Senator Glenn/Borrower to FEC requesting Primary Funding

1.24 "Note" means the Promissory Note substantially in the form attached hereto as Exhibit "A" to be issued by Borrower to Bank and any replacement(s) thereof;

1.25 "Outstanding Borrower's Advance Certificates" means, as of a date, those Borrower's Advance Certificates in which none of the contributions contained therein are counted in connection with any certifiable amount in an FEC Advice;

1.26 "Person" mean any individual or an organization, including a corporation, government or governmental subdivision or agency, business trust, estate, trust, partnership or association, two or more Persons having a joint or common interest, or any other legal or commercial entity;

1.27 "Primary Payment Act" means the Presidential Primary Matching Payment Account Act, 26 U.S.C. §§ 9031 et seq.;

1.28 "Primary Funding" means the payment of funds by the Secretary of the Treasury of the United States with respect to an individual seeking the nomination for election to be President of the United States upon receipt of appropriate certification from the Federal Election Commission in accordance with the Primary Payment Act.

1.29 "Prime Rate" means the rate of interest announced by Bank from time to time as its prime rate, with any change thereto effective as of the opening of business on the day of the change;

1.30 "Security Agreement" means all security agreements between Borrower and Bank, including without limitation the Security Agreement substantially in the form attached hereto as Exhibit "B";

1.31 "Senator Glenn" means John Glenn, a candidate for the Democratic Party nomination for President of the United States in the 1984 primary elections;

1.32 "Termination Date" means the earlier of:

- (a) the 30th calendar day after the conclusion of the 1984 Democratic National Convention, presently scheduled to begin on July 13, 1984 and end on July 19, 1984; or
- (b) the termination of the eligibility of Senator Glenn/Borrower for Primary Funding pursuant to 26 U.S.C. §9033(c);

1.33 "Unpaid FEC Advice" means, as of a date, an FEC Advice with respect to which payment of Primary Funding has not yet occurred;

1.34 All accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles consistently applied, except as otherwise stated herein; and

1.35 The definition of any document or instrument in this Section 1 includes all exhibits, schedules and amendments thereto and replacements thereof under the terms hereof.

## Section 2. Recitals

2.1 In order to provide funds for the purpose of pursuing the Democratic Party nomination for President of the United States, Borrower has applied to Bank for a credit facility in the original maximum principal amount of the Commitment Amount.

2.2 To secure its borrowing hereunder, Borrower has offered certain of its interests as Collateral.

2.3 Subject to the terms and conditions hereof, Bank has agreed to make the requested extensions of credit.

2.4 It is the intention of the parties that (a) the Agreements shall not constitute a contribution by Bank under the Federal Campaign Act and the rules and regulations thereunder (including 11 C.F.R. Section 100.7(b)(11)), (b) the extension(s) of credit be made in accordance with applicable banking laws and regulations and in the ordinary course of business, (c) nothing herein shall constitute an expenditure as that term is used in 26 U.S.C. § 9035, and (d) Senator Glenn is a party only to those of the Agreements that he has personally executed.

## Section 3. Terms of Borrowing

3.1 On the terms and conditions hereof, Bank agrees to make advances to Borrower from time to time ("Advances"). Advances may be made during the period from the date hereof until the earlier of (a) the date on which Senator Glenn/Borrower ceases to be eligible for Primary Funding (without regard to 26 U.S.C. § 9033(c)(2)) or (b) July 15, 1984. However, no Advance shall (a) be made in an amount of less than \$25,000; (b) be made in an amount in excess of the applicable Advance Limit on such Advance Date; or (c) cause the aggregate principal amount of the Note outstanding at any one time to exceed the Commitment Amount. Each Advance shall be disbursed directly into one or more accounts (other than the Collateral Account) in the name of Borrower maintained with Bank according to instructions to be furnished by Borrower to Bank. All Advances shall be evidenced by the Note.

3.2 The Indebtedness evidenced by the Note, including interest, shall be payable on demand and otherwise as set forth in the Note. Interest shall accrue on the unpaid principal balance evidenced by the Note, shall be calculated daily on the basis of actual days elapsed, shall be computed on the basis of a 360-day year and shall be paid monthly in arrears commencing on December 15, 1983, and continuing on the 15th day of each succeeding calendar month.

3.3 The interest rate shall fluctuate and at any time shall be equal to the sum of one percent (1%) per annum and the Prime Rate.

3.4 Borrower shall cause all Primary Funding to be paid immediately and directly, by wire transfer into the Collateral Account and all amounts so received shall be applied by Bank immediately against the Indebtedness. Not later than the close of the Business Day next following the day after any such receipt (as set forth in paragraph 3.5) is made in the Collateral Account, Bank shall transfer all funds, if any, in excess of the amounts necessary to satisfy in full the Indebtedness to Borrower's account number 10-0801-2 maintained at Bank or such other Bank account of Borrower as Borrower shall direct in writing.

3.5 The Indebtedness or any part thereof may be paid in whole or in part at any time without penalty. In any event, all payments received by Bank (a) shall be applied, first, to interest and Indebtedness, if any, other than principal due and payable, and second, to principal indebtedness (including additional payments hereunder, if any) to be deemed applied against such indebtedness in the order incurred; (b) shall be in lawful money of the United States; and (c) shall be credited (or available) as of the time received by Bank in cash or equivalent or, if tendered in other than cash or equivalent, when finally collected.

3.6 Borrower shall attach an Advance Limit Computation to each Advance Request Form submitted to Bank. In addition, Borrower shall submit an Advance Limit Computation on November 1, 1983, and the first day of each calendar month thereafter until the Indebtedness is satisfied in full and this Agreement has been terminated. In the event any Advance Limit Computation reflects an Advance Limit of less than zero, Borrower shall within five Business Days take such action as necessary, including payment of all or a portion of the Indebtedness, to bring such Advance Limit to at least zero and submit an Advance Limit Computation reflecting that action.

3.7 The Indebtedness is and will be secured pursuant to the terms and conditions set forth in the Agreements.

3.8 Provided that the Indebtedness has been satisfied in full, Borrower may terminate the Loan Agreement by delivering a written notice to Bank as set forth herein. In connection with any such termination, Borrower and Bank agree to execute and deliver such documents as appropriate.

#### Section 4. Conditions of Borrowing

4.1 Prior to making its initial Advance, Bank shall have received the following, each dated no later than the date of that Advance, in form and substance satisfactory to Bank:



(a) The Note, the Security Agreement, and this Agreement;

(b) All Collateral, assignments and documents related to perfection thereof specified, and in the form specified, in the Security Agreement;

(c) Signed copies of certificates of the Secretary of Borrower dated as of the date of the initial Advance, which shall certify the names of the officers of Borrower authorized to execute the Agreements on behalf of Borrower, together with the true signatures of such officers;

(d) An Assignment ("Candidate's Assignment"), duly executed by Senator Glenn in favor of the Borrower, assigning (irrevocably so long as this Agreement remains in effect) to the Borrower Senator Glenn's rights to the Primary Funding, together with an Assignment ("Borrower's Assignment") by Borrower in favor of Bank, in the form of Schedules 1 and 2, respectively, to the Security Agreement, assigning to Bank all such rights as security for the payment of the Indebtedness and Borrower's obligations under the Agreements, all in form and substance satisfactory to Bank, together with:

(i) certified copies of proper Financing Statements and certificates of record priority thereof (Forms UCC-1 and UCC-11) duly filed under the Uniform Commercial Code of all jurisdictions as may be necessary or, in the opinion of Bank, desirable to perfect the security interests created by, or with respect to, the Agreements and evidence such perfection, and

(ii) a copy of a letter of instructions from Senator Glenn and Borrower to the Federal Election Commission and the Secretary of the Treasury that is irrevocable without written consent of Bank (the "Instructions"), instructing said Commission and Secretary to forward all Primary Funding directly to Bank for

deposit in the Collateral Account and evidence of delivery thereof, and

(iii) evidence that all other actions necessary or, in the opinion of Bank, desirable to perfect and protect the security interests created by the Agreements have been taken;

(e) Certified copies of the resolutions of the Board of Directors of the Borrower approving the Agreements and of all documents evidencing other necessary corporate action and governmental approvals, if any, with respect to the Agreements;

(f) Undertakings of Senator Glenn and William R. White ("Undertakings") in the form of Schedule 4 to the Security Agreement;

(g) A statement of Senator Glenn ("Candidate's Statement") in the form of Schedule 4 to the Security Agreement;

(h) A favorable opinion of Messrs. Baker and Hostetler, counsel for the Borrower, as to such matters as Bank may reasonably request, in form and substance acceptable to Bank and its counsel;

(i) Such certificates, documents, instruments and writings as Bank may reasonably request in the exercise of reasonable discretion to effect the purposes and objectives hereof.

4.2 As of the date of each Advance (including the initial Advance), the following statements shall be true and correct (and the acceptance by the Borrower of the proceeds of such Advance shall be deemed to constitute a representation and warranty by the Borrower that such statements are true and correct):

(a) The representations, warranties, and covenants contained in Sections 5, 6 and 7 and in Candidate's Statement (as if made by Borrower) are true and correct on and as of the date of such Advance as though made on and as of such date, and

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(b) No event has occurred and is continuing, or would result from such Advance, which constitutes or, with the lapse of time or notice or both, could constitute an Event of Default or would constitute an Event of Default but for the requirement that notice be given or time elapse or both.

### Section 5. Warranties

Borrower represents and warrants to Bank, which representations and warranties will be true and correct at the date(s) hereof and on each Advance Date and until the satisfaction in full of the Indebtedness, and will survive (a) the execution and delivery of the Agreements and (b) until the satisfaction in full of the Indebtedness and the termination of the Loan Agreement, that

5.1 Borrower is a not-for-profit corporation duly organized, validly existing, and in good standing under the laws of the District of Columbia and has all requisite corporate power and authority to own and operate its properties, to carry on its business as now conducted and to enter into and perform this Agreement, including without limitation the execution, delivery, and performance of the Agreements;

5.2 Borrower is duly qualified or licensed and in good standing as a foreign corporation or is otherwise duly authorized to conduct its business in each jurisdiction in which the character of the properties owned or leased or the nature of the activities conducted makes such qualification or licensing necessary;

5.3 Borrower is duly established under, and is in compliance with, the Federal Campaign Act. Borrower is the sole "principal campaign committee" of Senator Glenn, within the meaning of the Federal Campaign Act and the Primary Payment Act. Borrower is eligible to receive Primary Funding, which status has been confirmed in writing by the Federal Election Commission;

5.4 The execution, delivery and performance by Borrower of the Agreements, including the Note and Borrower's Assignment, are within Borrower's corporate powers, have been duly authorized by all necessary corporate action, and do not contravene (i) Borrower's charter or by-laws or (ii) any law or contractual restriction binding on or affecting Borrower;

5.5 No authorization or approval or other action by, and no notice to or filing with, any governmental body is

required for the due execution, delivery and performance by Borrower of the Agreements;

5.6 The Agreements and all related documents executed and/or delivered by Borrower pursuant to this Agreement will constitute valid and binding obligations of the parties thereto, fully enforceable in accordance with their provisions against each thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws affecting the rights of creditors generally and by the laws of specific performance, none of which will interfere materially with Bank's realization of its rights and benefits thereunder;

5.7 The Agreements, when delivered hereunder, will create a valid and perfected first priority security interest in Borrower's rights to Senator Glenn's Primary Funding, securing the payment and performance of the Indebtedness and of Borrower's obligations under the Agreements, and all filings and other actions necessary to perfect such security interest will have been duly taken; Candidate's Assignment, when delivered hereunder, will constitute a legal, valid and binding assignment to Borrower of Senator Glenn's rights to Primary Funding;

5.8 The execution and delivery by Borrower and Senator Glenn of the Agreements and the performance by it and him of all its and his respective obligations thereunder will not violate or result in the breach of any term or provision of, constitute a default under, or permit the acceleration of maturity under, any governmental or judicial order, judgment or decree, or any loan agreement, note, debenture, indenture, mortgage, deed of trust or other agreement or instrument, to which Borrower or Senator Glenn is a party or by which either is bound;

5.9 There is no threatened or pending legal proceeding or governmental proceeding or action to which Borrower or Senator Glenn is a party or to which any of its or his property is subject which, either in any case or in the aggregate, could affect the ability of either to enter into the Agreements and/or to perform all their obligations fully in accordance therewith or which purports to challenge Senator Glenn's eligibility as a candidate entitled to receive Primary Funding; Borrower has complied with and is not in default in any material respect under any laws, ordinances, requirements, regulations, orders or decrees of any court, commission, board or other administrative body or governmental agency having jurisdiction in respect of the conduct of its business which, either in any case or in the aggregate, could affect its ability to enter into the Agreements and to perform all its obligations fully in accordance therewith;



5.10 All governmental or third party approvals, authorizations, licenses or consents required to be obtained in connection with the execution and delivery of the Agreements and the full performance of all its obligations in accordance therewith by Borrower have been duly obtained;

5.11 Borrower has timely and correctly filed all federal, state and local tax returns required to be filed by it; has paid when due all taxes of any kind or nature; has made adequate provision on its books and records for the payment of all taxes and governmental charges of any kind or nature; and has withheld from, and/or paid on behalf of services of, employees proper and accurate amounts in compliance with all applicable federal, state and local laws and regulations;

5.12 All proceeds of the Advances will be used for payment of "qualified campaign expenses" within the meaning of the Primary Payment Act;

5.13 Senator Glenn has authorized in writing those committees which may incur expenses to further his election, a copy of which authorization has been sent to the FEC;

5.14 Senator Glenn has complied with the requirements of 26 U.S.C. § 9033(a) that he agree in writing to: (1) obtain and furnish to the FEC any evidence it may request of qualified campaign expenses, (2) keep and furnish to the FEC any records, books, and other information it may request, and (3) an audit and examination by the FEC under 26 U.S.C. § 9038 and to pay any amounts required to be paid under such section;

5.15 Senator Glenn has certified to the FEC that: (1) Senator Glenn and his authorized committees will not incur qualified campaign expenses in excess of the limitations on such expenses under 26 U.S.C. § 9035, (2) Senator Glenn is seeking nomination by a political party for election to the office of President of the United States, (3) Senator Glenn has received matching contributions which, in the aggregate, exceed \$5,000 in contributions from residents of at least 20 states, and (4) the aggregate of contributions certified with respect to any person under (3) does not exceed \$250;

5.16 Senator Glenn is currently actively conducting campaigns in more than one state in connection with seeking nomination for election to be President of the United States, and has not received less than ten percent of the number of votes cast for all candidates of the same party for the same office in two consecutive primary elections;

5.17 Senator Glenn has not incurred qualified campaign expenses in excess of the expenditure limitation applicable under



5.30 All statements, representations and warranties contained in the Undertakings and the Candidate's Statement are and remain true, correct and complete; and

5.31 None of the statements, representations or warranties made by Borrower or Senator Glenn in any of the Agreements, or in any document or writing delivered hereunder or in connection herewith by it or him or on its or his behalf, contains any untrue statement of any material fact or omits to state any material fact necessary to be stated in order to make the statements, representations or warranties contained herein or therein not misleading; and, at the date hereof and of each Advance, Borrower is not aware of any fact or condition which does, or with the lapse of time or notice or both could, constitute or result in any default hereunder.

#### Section 6. Affirmative Covenants.

Until the Indebtedness has been paid, performed and satisfied in full and the Loan Agreement is terminated:

6.1 Borrower shall comply in all material respects with all applicable laws, rules, regulations and orders;

6.2 Borrower shall furnish to Bank: (a) promptly after the filing or receiving thereof, copies of all reports and notices which Borrower files with the Federal Election Commission or which Borrower receives from such Commission; and (b) such other information respecting the condition or operations, financial or otherwise, of the Borrower as Bank may from time to time reasonably request;

6.3 Borrower shall (a) maintain public liability and other insurance consistent with the activities of its agents, its ownership of properties and as may be required by applicable law on terms and in amounts generally available and prudently commensurate with the risks attendant to and value of those activities and properties, (b) to the extent that such insurance includes policies insuring against loss of or damage to any Collateral, cause Bank to be indorsed and maintained on such policies as a named insured, and (c) furnish to Bank from time to time such evidence of such insurance as Bank may request (the receipt of which evidence shall not be deemed to constitute Bank's approval or consent);

6.4 Borrower and Senator Glenn shall comply with all requirements of the Primary Funding Act and perform all acts necessary to obtain Primary Funding with respect to the contributions received by it and him that qualify for Primary Funding;

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Section 8. Events of Default: Enforcement of Remedies

8.1 Borrower shall be deemed to be in default hereunder in the event that

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- (a) Borrower or Senator Glenn should default in the payment or performance of any of the indebtedness or in the payment or performance of any of the terms, conditions, covenants, representations or warranties herein or of any of the Agreements; or
  - (b) Any warranty, representation or statement made or furnished to Bank by or on behalf of Borrower or Senator Glenn in connection with the Agreements or to induce Bank to make an advancement or extend credit of any kind to Borrower should prove to have been false in any material respect when made or furnished; or
  - (c) If a petition under any chapter of Title 11 U.S.C., as amended (the "Bankruptcy Code"), or for the appointment of a receiver or a custodian (as that term is defined in the Bankruptcy Code) for all or any part of the property of Borrower; or
  - (d) Any proceeding or judgment should be initiated or entered affecting the Collateral by which is sought to establish, attach or foreclose any lien thereon or on any part thereof, or which is deemed by Bank to affect its interest therein; or
  - (e) Senator Glenn and/or Borrower should cease to be eligible for Primary Funding prior to July 15, 1984.

8.2 In the event of default, Borrower hereby irrevocably appoints Bank its true and lawful attorney, with power of substitution, for it and in its name, or in the name of Bank or otherwise, for the use and benefit of Bank but at the cost and expense of Borrower, generally to sell, assign, transfer, pledge, compromise, institute suit on, make any agreement with respect to or otherwise deal with any of the Collateral, as fully and

completely as though Bank were the absolute owner thereof for all purposes. The powers conferred upon Bank by this paragraph (a) are coupled with an interest and are not revocable; (b) are solely to protect its own interest and (c) shall not impose upon Bank (i) any duties to exercise any such power(s) or (ii) any liability for any action or inaction in the absence of gross negligence or willful misconduct.

8.3 In the event of default or demand, any obligation of Bank to make any further Advances shall cease.

8.4 Immediately in the event of default in the case of any payment, and in every other case (such default continuing uncorrected or without demonstration of implemented corrective measures acceptable to Bank in its sole discretion for ten days subsequent to written notice given to Borrower by Bank in compliance herewith) or at any time Bank in good faith believes that the prospect of payment or performance of or in respect of the Indebtedness is impaired (the facts or circumstances underlying such belief continuing uncorrected or without demonstration of implemented corrective measures acceptable to Bank in its sole discretion for ten days subsequent to written notice given to Borrower by Bank in compliance herewith), then, or at any time thereafter, Bank may declare all the Indebtedness to be immediately due and payable, without notice or demand therefor, and shall then have all its remedies under the Agreements and all remedies of a secured party under the laws of the State of Ohio, or any other jurisdiction in which any of the Collateral may be located, or any other applicable laws. Nothing herein shall in any event be deemed to alter or amend the demand character of the Note.

8.5 No right or remedy of Bank hereunder shall be exclusive of any other remedies herein, or in any of the Agreements or by law provided; each right or remedy shall be cumulative in addition to every other right or remedy, and, in addition, the exercise of any remedy by Bank hereunder shall not of itself constitute a recognition of a default of all provisions hereof. Moreover, a failure of Bank to insist upon a strict compliance with the terms hereof or to assert any right or remedy hereunder shall not be a waiver of any default and shall not be deemed to constitute a modification of the agreements of the parties hereto or the terms hereof or to establish any claim or defense.

8.6 In the event that Borrower should fail duly and promptly to perform any of the things required to be performed hereunder, Bank may, at its sole option, but without obligation to do so, immediately or at any time thereafter, perform the same for the account of Borrower without thereby waiving any default, and any amount paid or expenses or liability incurred by Bank in such performance, together with interest thereon until paid at

the rate(s) specified herein, shall be payable to Bank by Borrower on demand and shall be and become part of the Indebtedness.

Section 9. Miscellaneous.

9.1 This Agreement is a contract by Bank to extend financial accommodations to or for the benefit of Borrower and, without Bank's written consent which Bank may withhold under any circumstances, Borrower may not assign or in any way transfer, by operation of law or otherwise, any of this Agreement or any of Borrower's rights or obligations hereunder. Bank may assign this Agreement or any of its rights or obligations hereunder, whether for security or otherwise, without consent of or notice to Borrower. Notwithstanding the first sentence of this paragraph, however, all covenants and agreements contained in the Agreements by or on behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not.

9.2 All notices which any party shall be required or permitted to give to any other party hereunder shall be deemed to be sufficiently given on the date when sent by telegram or other electronic facsimile device which creates a record of the transmission, or on the date when delivered if by messenger, or when mailed to the other party, registered or certified mail, return receipt requested, postage prepaid, at the address listed below or to such other address as shall be furnished in writing by any party to any other party from time to time in compliance herewith.

If to Bank:

BANK ONE, COLUMBUS, N.A.  
100 East Broad Street  
Columbus, Ohio 43271

Attn: Mr. Richard D. Headley  
Vice President

If to Borrower:

JOHN GLENN PRESIDENTIAL  
COMMITTEE INC.  
444 North Capitol Street, N.W.  
Washington, D.C. 20001

Attn: Treasurer

With copy to:

Caroline Eines, Controller  
John Glenn Presidential Committee Inc.  
444 North Capitol Street, N.W.  
Washington, D.C. 20001

and

Harlan Pomeroy, Esq.  
818 Connecticut Avenue, N.W.  
Washington, D.C. 20006

9.3 Any payment or performance hereunder or under the Note stated to be due on a Saturday, Sunday or a public or bank holiday or the equivalent for banks generally under the laws of the State of Ohio (any other day being a "Business Day"), such payment may be made or performance completed on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of payment of interest.

9.4 No amendment, modification, termination, or waiver of any provision of the Agreements, and no consent to any departure by Borrower therefrom, shall in any event be effective unless the same shall be in writing and signed by the Bank, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on Borrower in any event, case or occurrence, shall of itself entitle Borrower to any other or further notice or demand in any similar or other circumstances.

9.5 All legal fees, costs or expenses including attorneys' fees incurred in connection with preparation, administration or enforcement of the Agreements, or any other instruments, documents or agreements to be delivered to Bank hereunder or in connection herewith shall be paid by Borrower to Bank upon demand.

9.6 The titles of the various sections of this Agreement are solely for convenience and are not part of the Agreement for purposes of interpreting the provisions hereof.

9.7 Unless otherwise specified, the terms "herein," "hereunder," "hereto," "herewith," and words of similar import refer to this entire agreement; the singular includes the plural and conversely.

9.8 Any provision hereof which becomes unenforceable by reason of the commencement of a case under the Bankruptcy Code or other proceeding for the relief of debtors shall again be valid and enforceable no later than the termination of such case or other proceeding.

9.9 All rights and obligations under this Agreement shall be construed and enforced in accordance with the local laws of the State of Ohio, except only to the extent replaced or precluded by other law of mandatory application. In any instance that any provision of this Agreement should be invalid, illegal or unenforceable under applicable law, the validity, legality or enforceability of that provision in other situations and of the



remaining provisions and conditions hereof shall not be in any way affected thereby.

9.10 This written Agreement is exclusive as to its subject matter and no inconsistent oral agreement shall be binding.

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9.11 Bank recognizes that much of the information which is the subject matter of or which is furnished hereunder and the information which Bank obtains from or by association with Borrower and its borrowing belongs and shall belong to the Borrower and is and will be confidential. During the term of this Agreement and any extensions of it and thereafter, so long as such information remains confidential, Bank shall preserve and protect the confidentiality of such information and shall neither use (except in the performance of this Agreement) nor disclose to others such information without the express written consent of Borrower unless required to do so by appropriate order of any court, commission or administrative or legislative body or Federal or local authority having jurisdiction over such matter. No information made available or disclosed to Bank or developed by it under this Agreement shall be duplicated or furnished to another party without prior written consent of Borrower. Bank will provide reasonable security for, and will exercise reasonable care consistent with the purposes hereof, to protect Borrower's information. Anything herein apparently to the contrary notwithstanding, nothing in this paragraph either shall or shall be deemed to limit Bank's (a) rights and remedies with respect to information or Collateral as set forth herein or (b) actions or inactions based upon its commercial judgment exercised to effect the objectives hereof.

9.12 AS A SPECIFICALLY BARGAINED INDUCEMENT FOR BANK TO EXTEND CREDIT GIVING RISE TO THE INDEBTEDNESS, BORROWER HAS AGREED THAT ANY ACTION, SUIT OR PROCEEDING IN RESPECT OF OR ARISING FROM OR OUT OF THE AGREEMENTS, THEIR VALIDITY OR PERFORMANCE, AT THE SOLE OPTION OF BANK, ITS SUCCESSORS AND ASSIGNS, SHALL BE INITIATED AND PROSECUTED AS TO ALL PARTIES AND THEIR SUCCESSORS AND ASSIGNS AT COLUMBUS, OHIO. BORROWER CONSENTS TO AND SUBMITS TO THE EXERCISE OF JURISDICTION OVER ITS PERSON BY ANY COURT SITUATED AT COLUMBUS, OHIO, AND HAVING JURISDICTION OVER THE SUBJECT MATTER AND HEREBY IRREVOCABLY APPOINTS AND DESIGNATES LOUIS A. NOBILE, JR., WHOSE ADDRESS IS 100 EAST BROAD STREET, COLUMBUS, OHIO 43271 (OR ANY OTHER PERSON WHOM BANK OR ITS SUCCESSORS OR ASSIGNS, AFTER GIVING BORROWER FIVE DAYS WRITTEN NOTICE THEREOF, MAY APPOINT), AS ITS TRUE AND LAWFUL ATTORNEY IN FACT AND DULY AUTHORIZED AGENT FOR SERVICE OF LEGAL PROCESS AND AGREES THAT SERVICE OF SUCH PROCESS UPON SUCH PARTY SHALL CONSTITUTE PERSONAL SERVICE OF SUCH PROCESS UPON BORROWER. SUCH ATTORNEY IN FACT, WITHIN FIVE DAYS AFTER RECEIPT OF ANY SUCH PROCESS, SHALL FORWARD THE SAME, BY PERSONAL OR REG-

9.13. Nothing herein shall obligate Borrower to borrow or effect any other financing through Bank or preclude Borrower from obtaining financing or credit from some other source, provided, that the Indebtedness has been satisfied in full and the Loan Agreement has been terminated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the 24th day of October, 1983.

JOHN GLENN PRESIDENTIAL  
COMMITTEE, INC.

BANK ONE, COLUMBUS, N.A.

By: *William D. Liberty*

By: *Richard J. Kelly*

Title: President

Title: Vice President

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EXHIBIT 2

PROMISSORY NOTE

\$500,000

Columbus, Ohio  
November \_\_, 198

FOR VALUE RECEIVED, the undersigned ("Borrower") promises to pay to the order of BANK ONE, COLUMBUS, N.A. ("Bank") on demand, at its office at 100 East Broad Street, Columbus, Ohio 43271, or at such other place as the holder hereof may, from time to time, in writing designate, the principal sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000), or so much thereof as may be disbursed to, or for the benefit of, Borrower and remain unpaid, with interest and payable as stated herein.

This Note is a Note identified in a Loan Agreement dated as of October 24, 1983 (the "Loan Agreement"), between Borrower and Bank, as the same has been and may hereafter be amended, modified, or supplemented from time to time, and said Loan Agreement and all other Agreements (as defined therein) are hereby incorporated into this Note and made a part hereof. Capitalized terms used but not defined herein shall have the meanings set forth in the Loan Agreement.

Principal indebtedness evidenced hereby shall be payable on demand, but until demand is made, in compliance with the terms of the Loan Agreement.

Interest shall accrue on the unpaid principal balance evidenced hereby, shall be calculated daily on the basis of actual days elapsed, shall be computed on the basis of a 360-day year and shall be paid monthly in arrears commencing on December 15, 1983, and continuing on the 15th day of each succeeding calendar month.

Except only as otherwise specifically stated herein, the interest rate shall fluctuate and at any time shall be equal to the sum of one percent (1%) per annum and the Prime Rate (the rate of interest announced by Bank from time to time as its prime rate, with any change thereto effective as of the opening of business on the day of the change).

Any other provision hereof to the contrary notwithstanding, all principal,



interest and other indebtedness shall be paid in full on or before the Termination Date, but in any event no later than August 31, 1984.

The indebtedness or any portion thereof may be paid in whole or in part at any time without penalty. In any event, all payments received by Bank (a) shall be applied, first, to interest and indebtedness, if any, other than principal due and payable and second, to principal indebtedness (including additional payments hereunder, if any) to be deemed applied against such indebtedness in the order incurred; (b) shall be in lawful money of the United States; and (c) shall be credited as of the time received by Bank in cash or equivalent or when finally collected.

This Note is secured pursuant to the terms and conditions set forth in the Loan Agreement and by Agreements as described therein. Any default in payment or performance under the Loan Agreement or said Agreements shall be a default hereunder

Immediately in the event of default in the case of any payment, and in every other case such default continuing uncorrected or without demonstration of implemented corrective measures acceptable to Bank in its sole discretion for ten days subsequent to written notice given to Borrower by Bank in compliance with the Loan Agreement, then the whole or any part of the unpaid indebtedness shall, at once or at any time thereafter, at the option of the holder or holders hereof, become due and payable without notice or demand therefor, the same being expressly waived. A failure of the holder hereof to insist upon strict compliance with the terms hereof or to assert any right hereunder shall not be a waiver of any default and shall not be deemed to constitute a modification of the terms hereof or to establish any claim or defense. Nothing in this paragraph shall be deemed to alter or amend the demand character hereof.

Any and all moneys, properties or obligations now or at any time hereafter owing to the undersigned from the holder hereof are hereby, (a) if possessed or held by the holder hereof pledged for the security of and (b) if not so possessed, committed and may be set off against this and all other indebtedness from the undersigned to the legal holder hereof and may be paid and applied thereon at any time such indebtedness becomes due or is declared due and payable.

No delay or omission on the part of the holder in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note. A waiver on any one occasion shall not be construed as a bar to or waiver of any such right and/or remedy on any future occasion.

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All persons now or hereafter liable, primarily or secondarily, for the payment of the indebtedness evidenced hereby or any part thereof, do hereby expressly waive presentment for payment, notice of dishonor, protest and notice of protest, and agree that the time for payment or payments of any part of the indebtedness evidenced hereby may be extended without releasing or otherwise affecting their liability hereon, or the lien of a deed of trust, mortgage, assignment or security agreement, if any, then or hereafter securing this Note.

The payee or other holder hereof shall be deemed to have exercised reasonable care in the custody and preservation of the property ("Collateral") which is the subject of the Loan Agreement and said Agreements herein identified if said holder takes such action for that purpose as shall be requested in writing by Borrower, but failure of said holder to comply with any such request shall not of itself be deemed a failure to exercise reasonable care, and no failure of said holder to preserve or protect any rights in such Collateral as against prior or subsequent parties, or to do any act not so required by Borrower, shall be deemed a failure to exercise reasonable care in the custody or preservation of such Collateral.

Borrower agrees that the local laws of the State of Ohio shall govern its rights and duties hereunder and the construction and effect hereof. However, if any provision hereof is or becomes invalid or unenforceable under any law of mandatory application, it is the intent of Borrower, the Bank and all parties primarily or secondarily liable hereunder, that such provision will be deemed severed and omitted herefrom, the remaining portions hereof to remain in full force and effect as written.

The undersigned, and each of the undersigned if more than one, authorize any Attorney at Law to appear in any court of record in the State of Ohio or any other State or Territory of the United States, after the indebtedness evidenced hereby, or any part thereof, becomes due and waive the issuance and service of process and confess judgment against any one or more than one of the undersigned in favor of the holder of this Note, for the amount then appearing due, together with costs of suit and, thereupon, to release all errors and waive all rights of appeal and stay of execution, but no such judgment or judgments against only one of the undersigned shall be a bar to a subsequent judgment or judgments against any one or more than one of such persons against whom judgment has not been obtained hereon. This warrant of attorney to confess judgment is a joint and several warrant of attorney. The foregoing warrant of attorney shall survive any judgment; and if any judgment be vacated for any reasons, the holder hereof nevertheless may thereafter use the foregoing warrant of attorney to obtain an additional judgment or judgments against the undersigned or any one or more of them.

In witness whereof, the undersigned has executed this  
Note the day and year first above written at Columbus, Franklin  
County, Ohio.

WARNING: BY SIGNING THIS PAPER, YOU GIVE UP YOUR RIGHT TO NOTICE  
AND COURT TRIAL. IF YOU DO NOT PAY ON TIME, A COURT JUDGMENT MAY  
BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE, AND THE POWERS  
OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY  
CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED  
GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE  
AGREEMENT OR ANY OTHER CAUSE.

JOHN GLENN PRESIDENTIAL COMMITTEE :

By \_\_\_\_\_

Title: \_\_\_\_\_

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EXHIBIT 3



## SECURITY AGREEMENT

<u>Section</u>	<u>Contents</u>	<u>Page</u>
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### Schedule

1. ....Senator Glenn's Assignment
2. ....Borrower's Assignment
3. ....Undertaking of Senator Glenn  
and William R. White
4. ....Senator Glenn's Statement

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## SECURITY AGREEMENT

Dated as of October 24, 1983

### (Assignment)

JOHN GLENN PRESIDENTIAL COMMITTEE INC., a corporation organized and existing under the laws of the District of Columbia with its principal place of business at 444 North Capital Street, N.W., Washington, D.C. 20001 ("Borrower"), debtor hereunder, and BANK ONE, COLUMBUS, N.A., a national banking association organized and existing under the laws of the United States, with its principal office at 100 East Broad Street, Columbus, Ohio 43271 ("Bank"), secured party hereunder, in consideration of the mutual covenants and agreements contained herein and intending to be legally bound hereby recite and agree as follows:

### Section 1. Definitions, Incorporation, Scope

1.1 This Agreement is the Security Agreement and one of the Agreement(s) defined in the Loan Agreement of even date herewith between and among Bank, Borrower and others to which this Agreement is attached as Exhibit "B" (the "Loan Agreement").

1.2 All terms used and not otherwise specifically defined herein shall have the meanings set forth in the Loan Agreement.

1.3 Each and every other one of the Agreements is incorporated herein and hereby made a part hereof.

### Section 2. Recitals

2.1 Borrower is borrowing from Bank under the terms of the Loan Agreement.

2.2 The security interests provided for hereby are taken and retained to secure to Bank Borrower's payment and performance of the Indebtedness.

### Section 3. Security Interest

To secure payment and performance of all the Indebtedness, including performance of all obligations, covenants and warranties of Borrower, Borrower does hereby:

3.1 Grant to Bank a continuing security interest in all of Borrower's interest in the following described property

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and any property (including without limitation instruments, documents, chattel paper, contract rights, accounts, general intangibles, deposit accounts, and money) now or hereafter in the actual or legal or constructive possession of Bank, all records thereof wherever located, whenever existing or arising, and, if sold, exchanged, collected or otherwise disposed of, the proceeds thereof (all, collectively, the "Collateral"):

(a) the Primary Funding and all rights attendant thereto or in connection therewith with respect to the candidacy of Senator Glenn, including all of Borrower's rights therein arising out of Candidate's Assignment or otherwise; and

(b) all of Borrower's right, title and interest in and to the direct mail solicitation/contributor lists used by Borrower, containing, among other things, the names and addresses of possible and actual contributors to Borrower as it exists as of the date hereof and is revised from time to time in the future; and

(c) present and future contributions received by Borrower in response to direct mail solicitations; and

3.2 Simultaneously herewith, delivers to Bank Senator Glenn's Assignment, Borrower's Assignment, the Undertakings and the Candidate's Statement, in forms incorporated herein as Schedules 1 through 4, inclusive.

#### Section 4. Borrower's Obligations

In addition to all obligations of Borrower undertaken in the Loan Agreement, the other Agreements, and now or hereafter in any way attendant hereto, with respect to all of the Collateral, Borrower warrants and covenants, which warranties and covenants shall survive (a) each Advance and (b) until the satisfaction in full of the Indebtedness and the Loan Agreement is terminated:

4.1 That, except for the security interest granted hereby and except for a certain written agreement dated July 11, 1983 between Borrower and the Democratic National Committee pertaining to the exchange of lists of direct mail contributor names (a copy of which has been furnished to Bank), Borrower is, and as to the Collateral acquired after the date hereof shall be, the owner of the Collateral, free and clear of any prior assignment, lien, security interest or encumbrance; that Borrower will defend the Collateral against the claims and demands of all

persons at any time claiming the same or any interest therein; and that no mortgage, financing statement or agreement, or assignment is on file in any public office pertaining to the Collateral; and

4.2 That without the prior written consent of Bank, Borrower shall not part with the possession or control (except a Bank's direction hereunder for perfection of its interests) of the Collateral (other than the direct mail lists identified in Section 4.1 and then only to the extent provided therein) or sell, pledge, mortgage, encumber or otherwise transfer or dispose of, or attempt to sell, assign, pledge, mortgage, encumber or otherwise transfer or dispose of any interest in all or any part of the Collateral; and

4.3 That Borrower will keep the Collateral free from all claims, liens and legal process of creditors of Borrower, will pay all costs, expenses, fees, taxes and charges of any kind whatsoever arising by virtue of its ownership, possession or use of the Collateral; and

4.4 That Borrower will keep and maintain its principal and chief executive office(s), and all records of the Collateral not possessed by Bank, at its address first set forth herein and will not change the location of the same except upon 15 days prior notice to Bank; and

4.5 That at Bank's request, Borrower will join with Bank in executing such documents as Bank in its discretion may from time to time deem necessary or desirable in order to comply with applicable law or to preserve and protect the security interests provided for hereby; that Borrower will pay all costs and expenses of preparation, recording or filing of all instruments and documents required and requested by Bank hereunder; and

4.6 That all covenants, representations, warranties and promises of Borrower, Senator Glenn and William R. White in the Agreements will be kept, paid and performed.

### Section 3. Events of Default

5.1 Borrower shall be deemed to be in default hereunder in the event that:

- a. Borrower or Senator Glenn should default in the payment of any of the Indebtedness or in the payment or performance of any of the terms, conditions, covenants or warranties herein or in any of the Agreements; or

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- b. Any warranty, representation or statement made or furnished to Bank by or on behalf of Borrower or Senator Glenn in connection with the Agreements or to induce Bank to make an advancement or extend credit of any kind to Borrower should prove to have been false in any material respect when made or furnished; or
  - c. Any substantial (i) reduction in value of or (ii) loss, theft or destruction of or damage to any property upon which the value of any Collateral is based should occur; or
  - d. Borrower or Senator Glenn should make a general assignment for the benefit of creditors, should suspend or terminate activities or existence or commit any act amounting to business failure, or should make a voluntary assignment or transfer of any interest in any of the property which is the subject hereof or the Loan Agreement (except as expressly authorized therein) or in all or substantially all of its property; or
  - e. If a petition under any chapter of Title 11 U.S.C., as amended (the "Bankruptcy Code"), or for the appointment of a receiver or conservator or a custodian (as that term is defined in the Bankruptcy Code) for all or any part of the property of Borrower or Senator Glenn or under any other proceeding for the relief of debtors or protection of policyholders or any delinquency proceeding should be filed or initiated by or against Borrower or Senator Glenn; or
  - f. Any proceeding or judgment should be initiated or entered affecting the Collateral by which is sought to establish, attach or foreclose any lien thereon or on any part thereof, or which is deemed by Bank to affect its interest therein.

5.2 In the event of default or demand, Borrower hereby irrevocably appoints Bank its true and lawful attorney, with power of substitution, for it and in its name; or in the name of Bank or otherwise, for the use and benefit of Bank but at the cost and expenses of Borrower, generally to sell, assign, transfer, pledge, compromise, institute suit on, make any agreement with respect to or otherwise deal with any of the Collateral, as fully and completely as though Bank were the absolute owner thereof for all purposes. The powers conferred upon Bank by this paragraph (a) are coupled with an interest and are not revocable; (b) are solely to protect its own interest and (c) shall not impose upon Bank (i) any duties to exercise any

such power(s) or (ii) any liability for any action or inaction in the absence of gross negligence or willful misconduct.

## Section 6. Enforcement of Security and Remedies--General

6.1 In addition to the rights of Bank under other Sections hereof and under the Uniform Commercial Code of Ohio, and the laws of any other jurisdiction in which the Collateral or any part thereof may be located, or under any other applicable law, Borrower hereby fully authorizes and empowers Bank, upon the happening of any default (or demand in the case of Primary Funding and proceeds thereof) hereunder, to sell, assign, and deliver all the Collateral, or any part thereof or any substitute therefor or any addition thereto, at any public or private sale, at the option of Bank or any officer or agent or other person acting on behalf of Bank, and Bank, its officers, agents and representatives, may bid and become purchasers at any such sale or disposition.

6.2 Immediately in the event of default in the case of any payment, and in every other case (such default continuing uncorrected or without demonstration of implemented corrective measures acceptable to Bank in its sole discretion for ten days subsequent to written notice given to Borrower by Bank in compliance herewith) or at any time Bank in good faith believes that the prospect of payment or performance of or in respect of the Indebtedness is impaired (the facts or circumstances underlying such belief continuing uncorrected or without demonstration of implemented corrective measures acceptable to Bank in its sole discretion for 10 days subsequent to written notice given to Borrower by Bank in compliance herewith), then, or at any time thereafter, Bank may declare all the Indebtedness to be immediately due and payable, without notice or demand therefor, and shall then have all its remedies under the Agreements and all remedies of a secured party under the laws of the State of Ohio, or any other jurisdiction in which any of the Collateral may be located, or any other applicable laws. Nothing herein shall be deemed to alter or amend the demand nature of any evidence of the Indebtedness.

6.3 To the extent permitted by applicable law, Borrower hereby waives all rights now or hereafter conferred by statute or otherwise which may require Bank to sell, lease or otherwise use any Collateral in mitigation of Bank's damages or which may otherwise limit or modify any of Bank's remedies or rights under this Section.

6.4 No right or remedy of Bank hereunder shall be exclusive of any other remedies herein, or in any of the Agreements or by law provided; each right or remedy shall be cumulative in addition to every other right or remedy, and, in

addition, the exercise of any remedy by Bank hereunder shall not of itself constitute a recognition of a default of all provision hereof. Moreover, a failure of Bank to insist upon a strict compliance with the terms hereof or to assert any right or remedy hereunder shall not be a waiver of any default and shall not be determined to constitute a modification of the agreements of the parties hereto or the terms hereof or to establish any claim or defense.

6.5 In the event that Borrower should fail duly and promptly to perform any of the things required to be performed hereunder, Bank may, at its sole option, but without obligation to do so, immediately or at any time thereafter, perform the same for the account of Borrower without thereby waiving any default, and any amount paid or expenses or liability incurred by Bank in such performance, together with interest thereon until paid at the rate specified in the Loan Agreement, shall be payable to Bank by Borrower on demand and shall be and become part of the Indebtedness.

#### Section 7. Miscellaneous

7.1 This Agreement is a contract by Bank to extend financial accommodations to or for the benefit of Borrower and, without Bank's written consent which Bank may withhold under any circumstances, Borrower may not assign or in any way transfer, in operation of law or otherwise, any of this Agreement or any of Borrower's rights or obligations hereunder. Bank may assign this Agreement or any of its rights or obligations hereunder, whether for security or otherwise, without consent of or notice to Borrower. Notwithstanding the first sentence of this paragraph, however, all covenants and agreements contained in this Agreement by or on behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not.

7.2 Any notice, request or demand given or required to be given hereunder shall, except as otherwise expressly provided herein, be in writing and shall be deemed to have been given when mailed in compliance with the provisions of the Loan Agreement.

7.3 No amendment, modification, termination, or waiver of any provision of the Agreements, and no consent to any departure by Borrower therefrom, shall in any event be effective unless the same shall be in writing and signed by Bank, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on Borrower in any event, case or occurrence, shall of itself entitle Borrower to any other or further notice or demand in any similar or other circumstances.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the 24th day of October, 1983.

BANK ONE, COLUMBUS, N.A.

JOHN GLENN PRESIDENTIAL  
COMMITTEE INC.

By \_\_\_\_\_  
\_\_\_\_\_, Vice President

By \_\_\_\_\_  
\_\_\_\_\_

Title: \_\_\_\_\_

BANK

BORROWER

93040535462

CANDIDATE'S ASSIGNMENT

2 3 0 4 0 5 3 5 4 5 3  
I, John Glenn, in connection with the Loan Agreement dated as of October 24, 1983, between John Glenn Presidential Committee Inc. and Bank One, Columbus, N.A., and the other Agreements (as that term is defined in said Loan Agreement) hereby irrevocably assign to John Glenn Presidential Committee Inc. all my right, title and interest in and to all the payment of funds by the Secretary of the Treasury of the United States with respect to an individual seeking the nomination for election to be President of the United States upon receipt of appropriate certification from the Federal Election Commission in accordance with the Presidential Primary Matching Payment Account Act, 26 U.S.C. §§. 9031 et seq.

Dated as of the 24th day of October, 1983, and delivered at Columbus, Ohio.

---

John Glenn

## BORROWER'S ASSIGNMENT

In consideration of Bank One, Columbus, N.A. (hereinafter referred to as "Bank") extending credit to John Glenn Presidential Committee Inc. (hereinafter referred to as "Borrower"), pursuant to a Loan Agreement (except as otherwise provided herein capitalized terms used in this statement having the meaning defined in the Loan Agreement) dated as of October 24, 1983 between Borrower and Bank and the other Agreements, Borrower hereby assigns to Bank and grants a security interest in the following as security for payment of the Indebtedness and Borrower's obligations under the Agreements:

the Primary Funding and all rights attendant thereto or in connection therewith with respect to the candidacy of Senator Glenn, including all of Borrower's rights therein arising out of Candidate's Assignment or otherwise (the "Funding").

Borrower agrees that the Funding may be held, used and disposed of by Bank in accordance with the terms and provisions of the Agreements.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized officers as of the 24th day of October, 1981.

JOHN GLENN PRESIDENTIAL  
COMMITTEE INC.

BANK ONE, COLUMBUS, N.A.

**Зү:** \_\_\_\_\_

by: \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

November \_\_, 1983

Bank One, Columbus, N.A.  
100 East Broad Street  
Columbus, Ohio 43271

Gentlemen:

As you know, no individual can guarantee, endorse or otherwise be personally liable for the obligations of a Presidential candidate's principal campaign committee to a national or state bank in excess of the contribution limits prescribed by the Federal Election Campaign Act, as amended (the "Act") and the Presidential Primary Matching Payments Account Act. None of the undersigned are guaranteeing, endorsing, or otherwise assuming personal liability for the obligations of the John Glenn Presidential Committee Inc. (the "Committee") to your bank.

However, we are advised that the Act specifically provides that there is no limit on the value of services provided without compensation by an individual who volunteers his time to a political campaign. Therefore, the undersigned individuals hereby promise and confirm that if (a) Senator John Glenn ceases for any reason to be an active Presidential candidate, (b) Senator John Glenn receives or fails to receive the nomination of the 1984 Democratic National Convention, or (c) the Committee defaults upon its obligations to you under the credit agreement between you and the Committee of even date, and if on such date or dates the Committee's obligations to you have not been repaid, the undersigned will exert their collective and individual best efforts to raise sufficient contributions for the Committee to enable the Committee to retire the Committee's debt to you then outstanding.

Yours very truly,

---

John Glenn

---

William R. White



## SCHEDULE 4

### CANDIDATE'S STATEMENT

The undersigned, John Glenn, with respect to the Loan Agreement dated as of October 24, 1983 (the "Loan Agreement") (except as otherwise provided herein capitalized terms used in this statement having the meanings defined in the Loan Agreement), understanding that the contents of this statement are material and essential to Bank's undertaking in the Agreements, hereby represents and warrants to and covenants with Bank, which representations, and warranties and covenants will be true and correct at the date(s) hereof, on each Advance Date, and until the satisfaction in full of the Indebtedness and termination of the Agreements, and will survive (a) the execution and delivery of the Agreements and (b) until the satisfaction in full of the Indebtedness and termination of the Loan Agreement, that

1. Senator Glenn has not knowingly made expenditures from his personal funds, or the personal funds of his immediate family, in connection with his campaign for nomination for election to the office of President in excess of in the aggregate, \$30,000;

2. The John Glenn Presidential Committee Inc. is, and will remain, Senator Glenn's sole "principal campaign committee," as that phrase is used in 11 C.F.R. § 9037.3.

3. Bank One, Columbus, N.A. is, and will remain, "the depository designated" by Senator Glenn, as that phrase is used in 11 C.F.R. § 9037.3; and

4. If Senator Glenn should fail to promptly take all steps necessary to effect any of the statements contained herein or shall attempt in any manner to take any action that will adversely affect any of the statements contained herein, then Bank may petition an appropriate court to order Senator Glenn to perform such acts as may be necessary to implement the statements contained herein and/or enjoin such action as would adversely affect any such statement. Senator Glenn shall not contest Bank's right to bring such action and Senator Glenn hereby acknowledges and agrees that the breach of the statements contained herein will result in immediate, irreparable injury to Bank which cannot be completely compensated in or measured by money damages. Senator Glenn shall indemnify and hold Bank harmless against and from any and all expenses whatsoever, including but not limited to court costs and reasonable attorneys' fees in connection with any action brought by Bank hereunder. Furthermore, resort to such action by Bank shall not

hereunder. Furthermore, resort to such action by Bank shall not preclude or in any way affect Bank's rights to bring other actions of any sort whatever for damages or otherwise relating to a breach of the statements herein.

5. SENATOR GLENN HAS READ, AND HAS BEEN ADVISED CONCERNING, THE AGREEMENTS AND IS FAMILIAR WITH THE TERMS AND THE CIRCUMSTANCES SURROUNDING THE EXTENSIONS OF CREDIT REFERRED TO THEREIN. SENATOR GLENN UNDERSTANDS AND AGREES THAT THE REPRESENTATIONS, WARRANTIES AND COVENANTS MADE BY HIM AND CONTAINED HEREIN ARE BOTH MATERIAL AND ESSENTIAL CONSIDERATION IN INDUCING BANK TO ENTER INTO THE AGREEMENTS AND TO THE EXTENT THAT ANY OF SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS SHALL PROVE TO HAVE BEEN OR BECOME FALSE OR INCORRECT IN ANY MATERIAL RESPECT WHEN MADE OR FURNISHED OR AT ANY TIME FROM THE DATE HEREOF UNTIL THE INDEBTEDNESS IS SATISFIED IN FULL AND THE LOAN AGREEMENT IS TERMINATED, SENATOR GLENN SHALL BE PERSONALLY LIABLE TO BANK FOR THE FULL AMOUNT OF ITS DAMAGES SUFFERED THEREBY OR RESULTING THEREFROM. NOTHING IN THIS STATEMENT IS INTENDED OR SHALL BE DEEMED TO BE AN EXPENDITURE, AS THAT TERM IS DEFINED IN 26 U.S.C. § 9035(a). IT IS THE POSITION OF SENATOR GLENN, AND HE UNDERSTANDS IT TO BE THE POSITION OF THE BANK AND SCORROWER, THAT SENATOR GLENN'S LIABILITY FOR DAMAGES HEREUNDER, IF THERE ARE ANY SUCH DAMAGES, DOES NOT CONSTITUTE SUCH AN EXPENDITURE. HOWEVER, IF ANY SUCH DAMAGES ARE DETERMINED TO BE SUCH AN EXPENDITURE IN A FINAL, NONAPPEALABLE ORDER OF A COURT OR ADMINISTRATIVE BODY OF COMPETENT JURISDICTION, SUCH DAMAGES SO DETERMINED SHALL BE VALID AND ENFORCEABLE ONLY IN SUCH AN AMOUNT AS TO NOT CAUSE SENATOR GLENN TO BE IN VIOLATION OF 26 U.S.C. § 9035(A).

Dated as of the 24th day of October, 1983, and delivered at Columbus, Ohio.

---

Joan Glenn

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**EXHIBIT C**

ADVANCE REQUEST FORM

To: Bank One, Columbus, N.A.  
100 East Broad Street  
Columbus, Ohio 43271  
Attn: Richard D. Headley  
Vice President

From: John Glenn Presidential  
Committee Inc.  
444 North Capital Street, N.  
Washington, D.C. 20001

Gentlemen:

In accordance with our Loan Agreement dated as of October 24, 1983, the undersigned hereby requests that Bank make the following Advance to the Collateral Account of Borrower on the date indicated:

Amount of Advance: \$ \_\_\_\_\_

Advance Date: \_\_\_\_\_

Capitalized terms used herein shall have the same meaning as in the Loan Agreement.

As a condition precedent to Bank's consideration of this request, Borrower has attached an Advance Limit Computation of even date herewith showing an Advance Limit equal to, or greater than, the amount of Advance requested herein and has attached at least one of the following (check appropriate box(es)):

☐ a. is/are \_\_\_\_\_ Unpaid FEC Advice(s)

☐ b. is/are \_\_\_\_\_ Outstanding Borrower's Advance Certificate(s)

The undersigned hereby certifies as follows:

1. The documents, if any, attached hereto as comprising part of a. above are the complete originals of said documents or true and complete copies of said documents.

2. The documents, if any, attached hereto as comprising part of b. above are the complete originals of said documents.

3. No Primary Funds have been disbursed by the Secretary of the Treasury with respect to the contributions evidenced by, or relating to, the attachments to this Advance Request Form.



4. No event has occurred and is continuing, or would result from such requested Advance being made, which constitutes an Event of Default or would constitute an Event of Default but for the requirement that notice be given or time elapse or both.

Dated: \_\_\_\_\_, 198\_ JOHN GLENN PRESIDENTIAL COMMITTEE INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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EXHIBIT D

# BORROWER'S ADVANCE CERTIFICATE

The undersigned hereby certifies and agrees as follows:

1. The following is a true and accurate listing of contributions and their respective contributors received by John Glenn Presidential Committee Inc:

<u>Contributor Sequence Number</u>	<u>Surname, First Name, Address, Zip Code</u>	<u>Amount Submitted for Matching this Submission</u>	<u>Aggregate Submitted for Matching</u>
--	---	--	---

## Summary information:

1. Total amount of contributions submitted for matching herein: \_\_\_\_\_
2. Total count of contributors herein: \_\_\_\_\_
3. Period covered hereby: \_\_\_\_\_

2. The undersigned agrees to submit the foregoing listed contributions to the Federal Election Commission no later than 45 days after the date of this Certificate.

Dated: \_\_\_\_\_, 1983

JOHN GLENN PRESIDENTIAL COMMITTEE INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

88040685473

EXHIBIT II



Advance Limit Computation

for \_\_\_\_\_, 19\_\_\_\_

The following is issued and certified under and pursuant to conditions of Loan Agreement dated as of October 24, 1983, between the undersigned and Bank One, Columbus, N.A.

1. Unpaid FEC Advice(s) \$\_\_\_\_\_ x 100% = \$\_\_\_\_\_

Plus 2. Outstanding Borrower's  
Advance Certificates \$\_\_\_\_\_ x \_\_\_\_% = \$\_\_\_\_\_

Gross Amount \$\_\_\_\_\_

Minus 3. Holdback Amount \$\_\_\_\_\_

Available for Lending \$\_\_\_\_\_

Minus 4. Note Outstanding  
Principal Balance \$\_\_\_\_\_

Advance Limit \$\_\_\_\_\_

\*Acceptance Percentage as of date hereof.

I certify that the foregoing is true and accurate on the date hereof.

JOHN GLENN PRESIDENTIAL  
COMMITTEE INC.

Dated: \_\_\_\_\_, 1983

By: \_\_\_\_\_

Title: \_\_\_\_\_

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PROMISSORY NOTE

\$500,000

Columbus, Ohio  
February 9, 1984

FOR VALUE RECEIVED, the undersigned ("Borrower") promises to pay to the order of AMERITRUST COMPANY NATIONAL ASSOCIATION ("Bank"), on demand, c/o Bank One, Columbus, N.A., Agent, at the office of said Agent at 100 East Broad Street, Columbus, Ohio 43271, or at such other place as the holder hereof may, from time to time, in writing designate, the principal sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000), or so much thereof as may be disbursed to, or for the benefit of, Borrower and remain unpaid pursuant to the terms and conditions of the Loan Agreement identified herein, with interest and payable as stated herein.

This Note is a Note identified in a Loan Agreement dated as of February 8, 1984 (the "Loan Agreement"), between Borrower, Bank One, Columbus, N.A., Agent, Bank and other banks, as the same has been and may hereafter be amended, modified, or supplemented from time to time, and said Loan Agreement and all other Agreements (as defined therein) are hereby incorporated into this Note and made a part hereof. Capitalized terms used but not defined herein shall have the meanings set forth in the Loan Agreement.

Principal indebtedness evidenced hereby shall be payable on demand, but until demand is made, in compliance with the terms of the Loan Agreement.

Interest shall accrue on the unpaid principal balance evidenced hereby, shall be calculated daily on the basis of actual days elapsed, shall be computed on the basis of a 360-day year and shall be paid monthly in arrears commencing on March 15, 1984, and continuing on the 15th day of each succeeding calendar month.

Except only as otherwise specifically stated herein, the interest rate shall fluctuate and at any time shall be equal to the sum of one percent (1%) per annum and the Prime Rate (the rate of interest announced by Bank One, Columbus, N.A., from time to time as its prime rate, with any change thereto

23740635475

effective as of the opening of business on the day of the change, without notice).

Any other provision hereof to the contrary notwithstanding, all principal, interest and other indebtedness evidenced thereby shall be paid in full on or before March 31, 1985.

The Indebtedness or any portion thereof may be paid in whole or in part at any time without penalty. In any event, all payments received by Bank (a) shall be applied, first, to interest and Indebtedness, if any, other than principal due and payable and second, to principal indebtedness (including additional payments hereunder, if any) to be deemed applied against such indebtedness in the order incurred; (b) shall be in lawful money of the United States; and (c) shall be credited as of the time received by Bank in cash or equivalent or when finally collected.

This Note is secured pursuant to the terms and conditions set forth in the Loan Agreement and by Agreements as described therein. Any default in payment or performance under the Loan Agreement or said Agreements shall be a default hereunder.

A failure of the holder hereof to insist upon strict compliance with the terms hereof or to assert any right hereunder shall not be a waiver of any default and shall not be deemed to constitute a modification of the terms hereof or to establish any claim or defense. Nothing in this paragraph shall be deemed to alter or amend the demand character hereof.

Any and all moneys, properties or obligations now or at any time hereafter owing to the undersigned from the holder hereof are hereby, (a) if possessed or held by the holder hereof, pledged for the security of and (b) if not so possessed, committed and may be set off against this and all other Indebtedness from the undersigned to the legal holder hereof and may be paid and applied thereon at any time such Indebtedness becomes due or is declared due and payable.

No delay or omission on the part of the holder in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note. A waiver on any one occasion shall not be construed as a bar to or waiver of any such right and/or remedy on any future occasion.

All persons now or hereafter liable, primarily or secondarily, for the payment of the indebtedness evidenced hereby or any part thereof, do hereby expressly waive presentment for payment, notice of dishonor, protest and notice of protest, and agree that the time for payment or payments of any part of the indebtedness evidenced hereby may be extended without releasing

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deed of trust, mortgage, assignment or security agreement, if any, then or hereafter securing this Note.

The payee or other holder hereof shall be deemed to have exercised reasonable care in the custody and preservation of the property ("Collateral") which is the subject of the Loan Agreement and said Agreements herein identified if said holder takes such action for that purpose as shall be requested in writing by Borrower, but failure of said holder to comply with any such request shall not of itself be deemed a failure to exercise reasonable care, and no failure of said holder to preserve or protect any rights in such Collateral as against prior or subsequent parties, or to do any act not so required by Borrower, shall be deemed a failure to exercise reasonable care in the custody or preservation of such Collateral.

Borrower agrees that the local laws of the State of Ohio shall govern its rights and duties hereunder and the construction and effect hereof. However, if any provision hereof is or becomes invalid or unenforceable under any law of mandatory application, it is the intent of Borrower, the Bank and all parties primarily or secondarily liable hereunder, that such provision will be deemed severed and omitted herefrom, the remaining portions hereof to remain in full force and effect as written.

The undersigned, and each of the undersigned if more than one, authorize any Attorney at Law to appear in any court of record in the State of Ohio or any other State or Territory of the United States, after the indebtedness evidenced hereby, or any part thereof, becomes due and waive the issuance and service of process and confess judgment against any one or more than one of the undersigned in favor of the holder of this Note, for the amount then appearing due, together with costs of suit and, thereupon, to release all errors and waive all rights of appeal and stay of execution, but no such judgment or judgments against only one of the undersigned shall be a bar to a subsequent judgment or judgments against any one or more than one of such persons against whom judgment has not been obtained hereon. This warrant of attorney to confess judgment is a joint and several warrant of attorney. The foregoing warrant of attorney shall survive any judgment; and if any judgment be vacated for any reasons, the holder hereof nevertheless may thereafter use the foregoing warrant of attorney to obtain an additional judgment or judgments against the undersigned or any one or more of them.

IN WITNESS WHEREOF, the undersigned has executed this Note the day and year first above written at Columbus, Franklin County, Ohio.



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JOHN GLENN PRESIDENTIAL COMMITTEE INC.

By /s/ Geoffrey L. Hockman

Title: Vice President

83040685478

NBI# 10262  
02/07/84

PROMISSORY NOTE

\$500,000

Columbus, Ohio  
February 9, 1984

FOR VALUE RECEIVED, the undersigned ("Borrower") promises to pay to the order of BANCOHIO NATIONAL BANK ("Bank"), on demand, c/o Bank One, Columbus, N.A., Agent, at the office of said Agent at 100 East Broad Street, Columbus, Ohio 43271, or at such other place as the holder hereof may, from time to time, in writing designate, the principal sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000), or so much thereof as may be disbursed to, or for the benefit of, Borrower and remain unpaid pursuant to the terms and conditions of the Loan Agreement identified herein, with interest and payable as stated herein.

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Any and all moneys, properties or obligations now or at any time hereafter owing to the undersigned from the holder hereof are hereby, (a) if possessed or held by the holder hereof, pledged for the security of and (b) if not so possessed, committed and may be set off against this and all other Indebtedness from the undersigned to the legal holder hereof and may be paid and applied thereon at any time such Indebtedness becomes due or is declared due and payable.

No delay or omission on the part of the holder in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note. A waiver on any one occasion shall not be construed as a bar to or waiver of any such right and/or remedy on any future occasion.

All persons now or hereafter liable, primarily or secondarily, for the payment of the indebtedness evidenced hereby or any part thereof, do hereby expressly waive presentment for payment, notice of dishonor, protest and notice of protest, and agree that the time for payment or payments of any part of the indebtedness evidenced hereby may be extended without releasing

or otherwise affecting their liability hereon, or the lien of any deed of trust, mortgage, assignment or security agreement, if any, then or hereafter securing this Note.

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JOHN GLENN PRESIDENTIAL COMMITTEE INC.

By /s/ Geoffrey L. Hockman

Title: Vice President

83040685482

NBI# 10261  
02/07/84PROMISSORY NOTE

\$500,000

Columbus, Ohio  
February 9, 1984

FOR VALUE RECEIVED, the undersigned ("Borrower") promises to pay to the order of BANK ONE, COLUMBUS, N.A. ("Bank"), on demand, c/o Bank One, Columbus, N.A., Agent, at the office of said Agent at 100 East Broad Street, Columbus, Ohio 43271, or at such other place as the holder hereof may, from time to time, in writing designate, the principal sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000), or so much thereof as may be disbursed to, or for the benefit of, Borrower and remain unpaid pursuant to the terms and conditions of the Loan Agreement identified herein, with interest and payable as stated herein.

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JOHN GLENN PRESIDENTIAL COMMITTEE INC.

By /s/ Geoffrey L. Hockman

Title: Vice President

83040685480

NBI# 10263  
02/07/84PROMISSORY NOTE

\$500,000

Columbus, Ohio  
February 9, 1984

FOR VALUE RECEIVED, the undersigned ("Borrower") promises to pay to the order of THE HUNTINGTON NATIONAL BANK ("Bank"), on demand, c/o Bank One, Columbus, N.A., Agent, at the office of said Agent at 100 East Broad Street, Columbus, Ohio 43271, or at such other place as the holder hereof may, from time to time, in writing designate, the principal sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000), or so much thereof as may be disbursed to, or for the benefit of, Borrower and remain unpaid pursuant to the terms and conditions of the Loan Agreement identified herein, with interest and payable as stated herein.

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JOHN GLENN PRESIDENTIAL COMMITTEE INC.

By /s/ Geoffrey L. Hockman

Title: Vice President

83040685490

SECURITY AGREEMENT

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2. ....Borrower's Assignment
3. ....Undertaking of Senator Glenn  
and William R. White
4. ....Senator Glenn's Statement

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## SECURITY AGREEMENT

Dated as of February 8, 1984

### (Assignment)

JOHN GLENN PRESIDENTIAL COMMITTEE INC., a corporation organized and existing under the laws of the District of Columbia with its principal place of business at 444 North Capital Street, N.W., Washington, D.C. 20001 ("Borrower"), debtor hereunder, BANK ONE, COLUMBUS, N.A. ("BANK ONE"), a national banking association organized and existing under the laws of the United States, located at and with a mailing address of 100 East Broad Street, Columbus, Ohio 43271, BANCOHIO NATIONAL BANK ("BNB"), a national banking association organized and existing under the laws of the United States, located at and with a mailing address of 155 East Broad Street, Columbus, Ohio 43265, THE HUNTINGTON NATIONAL BANK ("HNB"), a national banking association organized and existing under the laws of the United States, located at and with a mailing address of 17 South High Street, Columbus, Ohio 43260, AMERITRUST COMPANY NATIONAL ASSOCIATION ("AMERITRUST"), a national banking association organized and existing under the laws of the United States, located at and with a mailing address of 900 Euclid Avenue, Cleveland, Ohio 44115 (BANK ONE, BNB, HNB and AMERITRUST hereinafter collectively "Bank[s]") and BANK ONE, not in its individual capacity but as agent for the Banks hereunder (the "Agent"), secured party hereunder, in consideration of the mutual covenants and agreements contained herein and intending to be legally bound, hereby recite and agree as follows:

### Section 1. Definitions, Incorporation, Scope

1.1 This Agreement is the Security Agreement and one of the Agreement(s) defined in the Loan Agreement of even date herewith between and among Banks, Borrower and Agent to which this Agreement is attached as Exhibit "B" (the "Loan Agreement").

1.2 All terms used and not otherwise specifically defined herein shall have the meanings set forth in the Loan Agreement.

1.3 Each and every other one of the Agreements is incorporated herein and hereby made a part hereof.

## Section 2. Recitals

2.1 Borrower is borrowing from Banks under the terms of the Loan Agreement.

2.2 The security interests provided for hereby are taken and retained to secure to Banks Borrower's payment and performance of the Indebtedness.

## Section 3. Security Interest

To secure payment and performance of all the Indebtedness, including performance of all obligations, covenants and warranties of Borrower, Borrower does hereby:

3.1 Grant to Agent, as agent for Banks, a continuing security interest in all of Borrower's interest in all of its property (including without limitation instruments, documents, chattel paper, contract rights, accounts, general intangibles, deposit accounts, money and goods of all description) whether or not such property is now or hereafter in the actual or legal or constructive possession of Agent, including but not limited to:

(a) all records of Borrower wherever located, whenever existing or arising; and

(b) the Primary Funding and all rights attendant thereto or in connection therewith with respect to the candidacy of Senator Glenn, including all of Borrower's rights therein arising out of Candidate's Assignment or otherwise; and

(c) all of Borrower's right, title and interest in and to the direct mail solicitation/contributor lists used by Borrower, containing, among other things, the names and addresses of possible and actual contributors to Borrower as they exist as of the date hereof and are revised from time to time; and

(d) present and future contributions and other property and money received by Borrower from any source, including without limitation the deposit account(s) maintained by Borrower at NS&T Bank, N.A.;

and if sold, exchanged, collected or otherwise disposed of, the proceeds thereof, and all insurance or insurance proceeds of or related to the foregoing and other insurance, if and to the extent pursuant to the Loan Agreement (all, collectively, the "Collateral"). To the extent appropriate to the perfection of



security interests hereunder, all parties acknowledge that Agent is possessing Collateral and Separate Collateral as bailee for itself and the Banks.

3.2 Simultaneously herewith, deliver to Agent Candidate's Assignment, Borrower's Assignment, the Undertakings and the Candidate's Statement, in forms incorporated herein as Schedules 1 through 4, inclusive.

#### Section 4. Borrower's Obligations

In addition to all obligations of Borrower undertaken in the Loan Agreement, the other Agreements, and now or hereafter in any way attendant hereto, with respect to all of the Collateral, Borrower warrants and covenants to Banks, which warranties and covenants shall survive (a) each Advance and (b) until the satisfaction in full of the Indebtedness and the Loan Agreement is terminated:

4.1 That, except for (a) BANK ONE's prior interest in the Separate Collateral, (b) the security interest granted hereby, (c) a certain written agreement dated July 11, 1983 between Borrower and the Democratic National Committee pertaining to the exchange of lists of direct-mail contributor names (a copy of which has been furnished to Banks), and (d) the Previous Loan Agreement, Borrower is, and as to the Collateral acquired after the date hereof shall be, the owner of the Collateral described in paragraphs 3.1(a) through 3.1(d), free and clear of any prior assignment, lien, security interest or encumbrance; that Borrower will defend all the Collateral against the claims and demands of all persons at any time claiming the same or any interest therein; and that no mortgage, financing statement or agreement, or assignment is on file in any public office pertaining to any of the Collateral; and

4.2 That without the prior written consent of Banks, Borrower shall not part with the possession or control (except at Banks' direction hereunder for perfection of its interests) of the Collateral (other than the direct mail lists identified in Section 4.1 and then only to the extent provided therein) or sell, pledge, mortgage, encumber or otherwise transfer or dispose of, or attempt to sell, assign, pledge, mortgage, encumber or otherwise transfer or dispose of any interest in all or any part of the Collateral; and

4.3 That Borrower will keep the Collateral free from all claims, liens and legal process of creditors of Borrower, will pay all costs, expenses, fees, taxes and charges of any kind whatsoever arising by virtue of its ownership, possession or use of the Collateral; and

4.4 That Borrower will keep and maintain its principal and chief executive office(s), and all records of the Collateral not possessed by Banks, at its address first set forth herein and will not change the location of the same except upon 15 days prior notice to Banks; and

4.5 That at Banks' request, Borrower will join with Banks in executing such documents as Banks in their discretion may from time to time deem necessary or desirable in order to comply with applicable law or to preserve and protect the security interests provided for hereby; that Borrower will pay all costs and expenses of preparation, recording or filing of all instruments and documents required and requested by Banks hereunder; and

4.6 That all covenants, representations, warranties and promises of Borrower, Senator Glenn and William R. White in the Agreements will be kept, paid and performed.

#### Section 5. Events of Default

5.1 Borrower shall be deemed to be in default hereunder in the event that:

- a. Borrower or Senator Glenn should default in the payment of any of the indebtedness or in the payment of performance of any of the terms, conditions, covenants or warranties herein or of any of the Agreements; or
- b. Any warranty, representation or statement made or furnished to Banks by or on behalf of Borrower or Senator Glenn in connection with the Agreements or to induce Banks to make an advancement or extend credit of any kind to Borrower should prove to have been false in any material respect when made or furnished or should be or become false with passage of time or occurrence of events or both of them; or
- c. Any substantial (i) reduction in value of or (ii) loss, theft or destruction of or damage to any property upon which the value of any Collateral is based should occur; or
- d. Borrower or Senator Glenn should make a general assignment for the benefit of creditors, should suspend or terminate activities or existence or commit any act amounting to business failure, or should make a voluntary assignment or transfer of any interest in any of the property which is the subject hereof or the Loan Agreement (except as expressly authorized therein) or in all or substantially all of its property; or

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- e. If a petition under any chapter of Title 11 U.S.C., as amended (the "Bankruptcy Code"), or for the appointment of a receiver or conservator or a custodian (as that term is defined in the Bankruptcy Code) for all or any part of the property of Borrower or Senator Glenn or under any other proceeding for the relief of debtors or protection of policyholders or any delinquency proceeding should be filed or initiated by or against Borrower or Senator Glenn; or
  - f. Any proceeding or judgment should be initiated or entered affecting the Collateral by which is sought to establish, attach or foreclose any lien thereon or on any part thereof, or which is deemed by Banks to affect their interest therein.

5.2 In the event of default or demand, Borrower hereby irrevocably appoints Banks and/or Agent its true and lawful attorney, with power of substitution, for it and in its name; or in the name of Banks or otherwise, for the use and benefit of Banks but at the cost and expenses of Borrower, generally to sell, assign, transfer, pledge, compromise, institute suit on, make any agreement with respect to or otherwise deal with any of the Collateral, as fully and completely as though Banks were the absolute owner thereof for all purposes. The powers conferred upon Banks by this paragraph (a) are coupled with an interest and are not revocable; (b) are solely to protect its own interest and (c) shall not impose upon Banks (i) any duties to exercise any such power(s) or (ii) any liability for any action or inaction in the absence of gross negligence or willful misconduct.

#### Section 6. Enforcement of Security and Remedies--General

6.1 In addition to the rights of Banks under other Sections hereof and under the Uniform Commercial Code of Ohio, or the laws of any other jurisdiction in which the Collateral or any part thereof may be located, or under any other applicable law, Borrower hereby fully authorizes and empowers Banks and/or Agent, upon the happening of any default (or demand in the case of Primary Funding and proceeds thereof) hereunder, to sell, assign, and deliver all the Collateral, or any part thereof or any substitute therefor or any addition thereto, at any public or private sale, at the option of Banks or any officer or agent or other person acting on behalf of Banks, and Banks, its officers, agents and representatives, may bid and become purchasers at any such sale or disposition.

6.2 Immediately in the event of default in the case of any payment, and in every other case (such default continuing uncorrected or without demonstration of implemented corrective

measures acceptable to Banks in their sole discretion for ten days subsequent to written notice given to Borrower by or on behalf of Banks in compliance herewith) or at any time Banks in good faith believe that the prospect of payment or performance of or in respect of the Indebtedness is impaired (the facts or circumstances underlying such belief continuing uncorrected or without demonstration of implemented corrective measures acceptable to Banks in their sole discretion for 10 days subsequent to written notice given to Borrower by Banks in compliance herewith), then, or at any time thereafter, Banks may declare all the Indebtedness to be immediately due and payable, without notice or demand therefor, and shall then have all its remedies under the Agreements and all remedies of a secured party under the laws of the State of Ohio, or any other jurisdiction in which any of the Collateral may be located, or any other applicable laws. Nothing herein shall be deemed to alter or amend the demand nature of any evidence of the Indebtedness.

6.3 To the extent permitted by applicable law, Borrower hereby waives all rights now or hereafter conferred by statute or otherwise which may require Banks to sell, lease or otherwise use any Collateral in mitigation of Banks' damages or which may otherwise limit or modify any of Banks' remedies or rights under this Section.

6.4 No right or remedy of Banks hereunder shall be exclusive of any other remedies herein, or in any of the Agreements or by law provided; each right or remedy shall be cumulative in addition to every other right or remedy, and, in addition, the exercise of any remedy by Banks hereunder shall not of itself constitute a recognition of a default of all provisions hereof. Moreover, a failure of Banks to insist upon a strict compliance with the terms hereof or to assert any right or remedy hereunder shall not be a waiver of any default and shall not be determined to constitute a modification of the agreements of the parties hereto or the terms hereof or to establish any claim or defense.

6.5 In the event that Borrower should fail duly and promptly to perform any of the things required to be performed hereunder, Banks may, at their sole option, but without obligation to do so, immediately or at any time thereafter, perform the same for the account of Borrower without thereby waiving any default, and any amount paid or expenses or liability incurred by Banks in such performance, together with interest thereon until paid at the rate specified in the Loan Agreement, shall be payable to Bank by Borrower on demand and shall be and become part of the Indebtedness.



## Section 7. Miscellaneous

7.1 This Agreement is a contract by Banks to extend financial accommodations to or for the benefit of Borrower and, without Banks' written consent which Banks may withhold under any circumstances, Borrower may not assign or in any way transfer, by operation of law or otherwise, any of this Agreement or any of Borrower's rights or obligations hereunder. Banks may assign this Agreement or any of its rights or obligations hereunder, whether for security or otherwise, without consent of or notice to Borrower. Notwithstanding the first sentence of this paragraph, however, all covenants and agreements contained in this Agreement by or on behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not.

7.2 Any notice, request or demand given or required to be given hereunder shall, except as otherwise expressly provided herein, be in writing and shall be deemed to have been given when mailed in compliance with the provisions of the Loan Agreement.

7.3 No amendment, modification, termination, or waiver of any provision of the Agreements, and no consent to any departure by Borrower therefrom, shall in any event be effective unless the same shall be in writing and signed by Banks, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on Borrower in any event, case or occurrence, shall of itself entitle Borrower to any other or further notice or demand in any similar or other circumstances.

7.4. All legal fees, costs or expenses incurred in connection with the preparation, negotiation, revision and enforcement of the Agreements, or any other instruments, documents or agreements to be delivered to Banks in connection with the Collateral, shall be paid by Borrower to Banks upon demand. In addition, all costs and expenses of Banks in retaking, holding, evaluation, preparing for sale, selling or otherwise disposing of the Collateral, in accounting therefor, and in seeking or complying with professional advice concerning any law or regulation related to or affecting such disposal, including (if legally collectible hereunder) all court costs and reasonable attorneys' fees and legal expenses, shall be payable by Borrower to Banks upon demand, shall accrue interest at the rate specified in the Loan Agreement, and shall be and become part of the secured Indebtedness hereunder.

7.5 The titles of the various sections of this Agreement are solely for convenience and are not part of the Agreement for purposes of interpreting the provisions hereof.

7.6 Unless otherwise specified, the terms "herein," "hereunder," "hereto," "herewith," and words of similar import refer to this entire agreement; the singular includes the plural, and conversely.

7.7 Any provision hereof which becomes unenforceable by reason of the commencement of a case under the Bankruptcy Code or other proceeding for the relief of debtors shall again be valid and enforceable no later than the termination of such case or other proceeding.

7.8 All rights and obligations under this Agreement shall be construed and enforced in accordance with the local laws of the State of Ohio, except only to the extent replaced or precluded by other law or mandatory application. In any instance that any provision of this Agreement should be invalid, illegal or unenforceable under applicable law, the validity, legality or enforceability of that provision in other situations and of the remaining provisions and conditions hereof shall not be in any way affected thereby.

7.9 This written Agreement is exclusive as to its subject matter and no inconsistent oral agreement shall be binding.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the 8th day of February, 1984.

JOHN GLENN PRESIDENTIAL  
COMMITTEE INC.

BANK ONE, COLUMBUS, N.A.

By

Title:

By:

Title:

BANCCEIO NATIONAL BANK

By:

Title:

THE HUNTINGTON NATIONAL BANK

By: Jonathan H. H. H.  
Title: Vice President

AMERITRUST COMPANY NATIONAL  
ASSOCIATION

By: [Signature]  
Title: [Signature]

BANK ONE, COLUMBUS, N.A., AGENT

By: [Signature]  
Title: Vice President

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CANDIDATE'S ASSIGNMENT

I, John Glenn, in connection with the Loan Agreement dated as of February 8, 1984, among John Glenn Presidential Committee Inc., Bank One, Columbus, N.A., as agent, and certain banks and the other Agreements (as that term is defined in said Loan Agreement) hereby irrevocably assign to John Glenn Presidential Committee Inc. all my right, title and interest in and to the following:

- (a) all the payment of funds by the Secretary of the Treasury of the United States with respect to an individual seeking the nomination for election to be President of the United States upon receipt of appropriate certification from the Federal Election Commission in accordance with the Presidential Primary Matching Payment Account Act, 26 U.S.C. §§ 9031 et seq.; and
- (b) commitments or undertakings of others to solicit or raise contributions or funds on behalf of my presidential primary campaign.

Dated as of the 8th day of February, 1984, and delivered at Columbus, Ohio.

\_\_\_\_\_  
John Glenn

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AmeriTrust Company National Association

BancOhio National Bank

Bank One, Columbus, N.A.

The Huntington National Bank

All care of:

Bank One, Columbus, N.A., Agent  
100 East Broad Street  
Columbus, Ohio 43271  
Attn: Richard D. Headley

83040385502

BORROWER'S ASSIGNMENT

In consideration of Bank One, Columbus, N.A., as agent, and the banks listed on Exhibit A hereto (hereinafter referred to as "Banks") extending credit to John Glenn Presidential Committee Inc. (hereinafter referred to as "Borrower"), pursuant to a Loan Agreement (except as otherwise provided herein capitalized terms used in this statement having the meaning defined in the Loan Agreement) dated as of February 8, 1984 between Borrower and Banks and the other Agreements, Borrower hereby assigns to Banks and grants a security interest in the following as security for payment of the Indebtedness and Borrower's obligations under the Agreements:

all of Borrower's interest in all of its property (including without limitation instruments, documents, chattel paper, contract rights, accounts, general intangibles, deposit accounts, money and goods of all description) whether or not such property is now or hereafter in the actual or legal or constructive possession of Agent, including but not limited to:

- (a) all records of Borrower wherever located, whenever existing or arising; and
- (b) the Primary Funding and all rights attendant thereto or in connection therewith with respect to the candidacy of Senator Glenn, including all of Borrower's rights therein arising out of Candidate's Assignment or otherwise (the "Funding"); and
- (c) all of Borrower's right, title and interest in and to the direct mail solicitation/contributor lists used by Borrower, containing, among other things, the names and addresses of possible and actual contributors to Borrower as they exist as of the date hereof and are revised from time to time;
- (d) present and future contributions and other property and money received by Borrower from any source, including without limitation the deposit account(s) maintained by Borrower at the NS&T Bank, N.A.; and

- (e) commitments or undertakings of others to solicit or raise contributions or funds.

Borrower agrees that the Funding may be held, used and disposed of by Banks in accordance with the terms and provisions of the Agreements.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized officers as of the 8th day of February, 1984.

JOHN GLENN PRESIDENTIAL  
COMMITTEE INC.

BANK ONE, COLUMBUS, N.A., Agent

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

BANK ONE, COLUMBUS, N.A.

By: \_\_\_\_\_

Title: \_\_\_\_\_

BANCORIO NATIONAL BANK  
By Bank One, Columbus, N.A.,  
Agent

By: \_\_\_\_\_

Title: \_\_\_\_\_

THE HUNTINGTON NATIONAL BANK  
By Bank One, Columbus, N.A.,  
Agent

By: \_\_\_\_\_

Title: \_\_\_\_\_

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AMERITRUST COMPANY NATIONAL  
ASSOCIATION  
By Bank One, Columbus, N.A.,  
Agent

By: \_\_\_\_\_

Title: \_\_\_\_\_

88040685505



Ameritrust Company National Association

BancOhio National Bank

Bank One, Columbus, N.A.

The Huntington National Bank

All care of:

Bank One, Columbus, N.A., Agent  
100 East Broad Street  
Columbus, Ohio 43271  
Attn: Richard D. Headley

88040385506

February , 1984

Bank One, Columbus, N.A., as Agent  
and the Banks listed on Exhibit A hereto

All care of:

Bank One, Columbus, N.A., Agent  
100 East Broad Street  
Columbus, Ohio 43271

Gentlemen:

As you know, no individual can guarantee, endorse or otherwise be personally liable for the obligations of a Presidential candidate's principal campaign committee to a national or state bank in excess of the contribution limits prescribed by the Federal Election Campaign Act, as amended (the "Act") and the Presidential Primary Matching Payments Account Act. None of the undersigned are guaranteeing, endorsing, or otherwise assuming personal liability for the obligations of the John Glenn Presidential Committee Inc. (the "Committee") to your banks.

However, we are advised that the Act specifically provides that there is no limit on the value of services provided without compensation by an individual who volunteers his time to a political campaign. Therefore, the undersigned individuals hereby promise and confirm that if (a) Senator John Glenn ceases for any reason to be an active Presidential candidate, (b) Senator John Glenn receives or fails to receive the nomination of the 1984 Democratic National Convention, or (c) the Committee defaults upon its obligations to you under the credit agreement between you and the Committee dated as of February 8, 1984, and if on such date or dates the Committee's obligations to you have not been repaid, the undersigned will exert their collective and individual best efforts to raise sufficient contributions for the Committee to enable the Committee to retire the Committee's debt to you then outstanding.

Yours very truly,

---

John Glenn

---

William R. White

Ameritrust Company National Association

BancOhio National Bank

Bank One, Columbus, N.A.

The Huntington National Bank

All care of:

Bank One, Columbus, N.A., Agent  
100 East Broad Street  
Columbus, Ohio 43271  
Attn: Richard D. Headley

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## CANDIDATE'S STATEMENT

3 5 0 7  
The undersigned, John Glenn, with respect to the Loan Agreement dated as of February 8, 1984 (the "Loan Agreement") pursuant to which Bank One, Columbus, N.A., as agent and the banks listed in Exhibit A hereto (the "Banks") are extending credit to the John Glenn Presidential Committee Inc. (except as otherwise provided herein capitalized terms used in this statement having the meanings defined in the Loan Agreement), understanding that the contents of this statement are material and essential to Banks' undertaking in the Agreements, hereby represents and warrants to and covenants with Banks, which representations, and warranties and covenants will be true and correct at the date(s) hereof, on each Advance Date, and until the satisfaction in full of the Indebtedness and termination of the Agreements, and will survive (a) the execution and delivery of the Agreements and (b) until the satisfaction in full of the Indebtedness and termination of the Loan Agreement, that

1. Senator Glenn has not knowingly made expenditures from his personal funds, or the personal funds of his immediate family, in connection with his campaign for nomination for election to the office of President in excess of in the aggregate, \$50,000;

2. The John Glenn Presidential Committee Inc. is, and will remain, Senator Glenn's sole "principal campaign committee," as that phrase is used in 11 C.F.R. § 9037.3.

3. Bank One, Columbus, N.A. is, and will remain, "the depository designated" by Senator Glenn, as that phrase is used in 11 C.F.R. § 9037.3; and

4. If Senator Glenn should fail to promptly take all steps necessary to effect any of the statements contained herein or shall attempt in any manner to take any action that will adversely affect any of the statements contained herein, then Banks may petition an appropriate court to order Senator Glenn to perform such acts as may be necessary to implement the statements contained herein and/or enjoin such action as would adversely affect any such statement. Senator Glenn shall not contest Banks' right to bring such action and Senator Glenn hereby acknowledges and agrees that the breach of the statements contained herein will result in immediate, irreparable injury to Banks which cannot be completely compensated in or measured by money damages. Senator Glenn shall indemnify and hold Banks



harmless against and from any and all expenses whatsoever, including but not limited to court costs and reasonable attorneys' fees in connection with any action brought by Banks hereunder. Furthermore, resort to such action by Banks shall not preclude or in any way affect Banks' rights to bring other actions of any sort whatever for damages or otherwise relating to a breach of the statements herein.

5. SENATOR GLENN HAS READ, AND HAS BEEN ADVISED CONCERNING, THE AGREEMENTS AND IS FAMILIAR WITH THE TERMS AND THE CIRCUMSTANCES SURROUNDING THE EXTENSIONS OF CREDIT REFERRED TO THEREIN. SENATOR GLENN UNDERSTANDS AND AGREES THAT THE REPRESENTATIONS, WARRANTIES AND COVENANTS MADE BY HIM AND CONTAINED HEREIN ARE BOTH MATERIAL AND ESSENTIAL CONSIDERATION IN INDUCING BANKS TO ENTER INTO THE AGREEMENTS AND TO THE EXTENT THAT ANY OF SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS SHALL PROVE TO HAVE BEEN OR BECOME FALSE OR INCORRECT IN ANY MATERIAL RESPECT WHEN MADE OR FURNISHED OR AT ANY TIME FROM THE DATE HEREOF UNTIL THE INDEBTEDNESS IS SATISFIED IN FULL AND THE LOAN AGREEMENT IS TERMINATED, SENATOR GLENN SHALL BE PERSONALLY LIABLE TO BANKS FOR THE FULL AMOUNT OF ITS DAMAGES SUFFERED THEREBY OR RESULTING THEREFROM. NOTHING IN THIS STATEMENT IS INTENDED OR SHALL BE DEEMED TO BE AN EXPENDITURE, AS THAT TERM IS DEFINED IN 26 U.S.C. § 9035(a). IT IS THE POSITION OF SENATOR GLENN, AND HE UNDERSTANDS IT TO BE THE POSITION OF THE BANKS AND BORROWER, THAT SENATOR GLENN'S LIABILITY FOR DAMAGES HEREUNDER, IF THERE ARE ANY SUCH DAMAGES, DOES NOT CONSTITUTE SUCH AN EXPENDITURE. HOWEVER, IF ANY SUCH DAMAGES ARE DETERMINED TO BE SUCH AN EXPENDITURE IN A FINAL, NONAPPEALABLE ORDER OF A COURT OR ADMINISTRATIVE BODY OF COMPETENT JURISDICTION, SUCH DAMAGES SO DETERMINED SHALL BE VALID AND ENFORCEABLE ONLY IN SUCH AN AMOUNT AS TO NOT CAUSE SENATOR GLENN TO BE IN VIOLATION OF 26 U.S.C. § 9035(A).

Dated as of the 8th day of February, 1984, and delivered at Columbus, Ohio.

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John Glenn

Ameritrust Company National Association

BancOhio National Bank

Bank One, Columbus, N.A.

The Huntington National Bank

All care of:

Bank One, Columbus, N.A., Agent  
100 East Broad Street  
Columbus, Ohio 43271  
Attn: Richard D. Headley

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CANDIDATE'S ASSIGNMENT

I, John Glenn, in connection with the Loan Agreement dated as of February 8, 1984, among John Glenn Presidential Committee Inc., Bank One, Columbus, N.A., as agent, and certain banks and the other Agreements (as that term is defined in said Loan Agreement) hereby irrevocably assign to John Glenn Presidential Committee Inc. all my right, title and interest in and to the following:

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- (a) all the payment of funds by the Secretary of the Treasury of the United States with respect to an individual seeking the nomination for election to be President of the United States upon receipt of appropriate certification from the Federal Election Commission in accordance with the Presidential Primary Matching Payment Account Act, 26 U.S.C. §§ 9031 et seq.; and
  - (b) commitments or undertakings of others to solicit or raise contributions or funds on behalf of my presidential primary campaign.

Dated as of the 8th day of February, 1984, and delivered at Columbus, Ohio.

  
\_\_\_\_\_  
John Glenn

EXHIBIT A

AmeriTrust Company National Association

BancOhio National Bank

Bank One, Columbus, N.A.

The Huntington National Bank

All care of:

Bank One, Columbus, N.A., Agent  
100 East Broad Street  
Columbus, Ohio 43271-0121  
Attn: Richard D. Headley

88040685513



BORROWER'S ASSIGNMENT

In consideration of Bank One, Columbus, N.A., as agent, and the banks listed on Exhibit A hereto (hereinafter referred to as "Banks") extending credit to John Glenn Presidential Committee Inc. (hereinafter referred to as "Borrower"), pursuant to a Loan Agreement (except as otherwise provided herein capitalized terms used in this statement having the meaning defined in the Loan Agreement) dated as of February 8, 1984 between Borrower and Banks and the other Agreements, Borrower hereby assigns to Banks and grants a security interest in the following as security for payment of the Indebtedness and Borrower's obligations under the Agreements:

all of Borrower's interest in all of its property (including without limitation instruments, documents, chattel paper, contract rights, accounts, general intangibles, deposit accounts, money and goods of all description) whether or not such property is now or hereafter in the actual or legal or constructive possession of Agent, including but not limited to:

- (a) all records of Borrower wherever located, whenever existing or arising; and
- (b) the Primary Funding and all rights attendant thereto or in connection therewith with respect to the candidacy of Senator Glenn, including all of Borrower's rights therein arising out of Candidate's Assignment or otherwise (the "Funding"); and
- (c) all of Borrower's right, title and interest in and to the direct mail solicitation/contributor lists used by Borrower, containing, among other things, the names and addresses of possible and actual contributors to Borrower as they exist as of the date hereof and are revised from time to time;
- (d) present and future contributions and other property and money received by Borrower from any source, including without limitation the deposit account(s) maintained by Borrower at the NS&T Bank, N.A.; and

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- (e) commitments or undertakings of others to solicit or raise contributions or funds.

Borrower agrees that the Funding may be held, used and disposed of by Banks in accordance with the terms and provisions of the Agreements.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized officers as of the 8th day of February, 1984.

JOHN GLENN PRESIDENTIAL  
COMMITTEE INC.

By: [Signature]

Title: Office President

BANK ONE, COLUMBUS, N.A., Agent

By: [Signature]

Title: Vice President

BANK ONE, COLUMBUS, N.A.

By: [Signature]

Title: Vice President

BANCORIO NATIONAL BANK

By Bank One, Columbus, N.A.,  
Agent

By: [Signature]

Title: Vice President

THE HUNTINGTON NATIONAL BANK  
By Bank One, Columbus, N.A.,  
Agent

By: [Signature]

Title: Vice President

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AMERITRUST COMPANY NATIONAL  
ASSOCIATION  
By Bank One, Columbus, N.A.,  
Agent

By:

Title:

*Richard L. Smith*  
*Vice President*

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AmeriTrust Company National Association

BancOhio National Bank

Bank One, Columbus, N.A.

The Huntington National Bank

All care of:

Bank One, Columbus, N.A., Agent  
100 East Broad Street  
Columbus, Ohio 43271  
Attn: Richard D. Headley

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February 8, 1984

Bank One, Columbus, N.A., as Agent  
and the Banks listed on Exhibit A hereto

All care of:

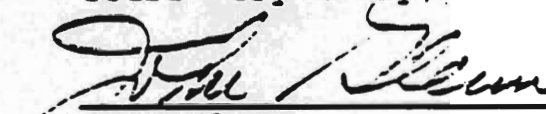
Bank One, Columbus, N.A., Agent  
100 East Broad Street  
Columbus, Ohio 43271

Gentlemen:

As you know, no individual can guarantee, endorse or otherwise be personally liable for the obligations of a Presidential candidate's principal campaign committee to a national or state bank in excess of the contribution limits prescribed by the Federal Election Campaign Act, as amended (the "Act") and the Presidential Primary Matching Payments Account Act. None of the undersigned are guaranteeing, endorsing, or otherwise assuming personal liability for the obligations of the John Glenn Presidential Committee Inc. (the "Committee") to your banks.

However, we are advised that the Act specifically provides that there is no limit on the value of services provided without compensation by an individual who volunteers his time to a political campaign. Therefore, the undersigned individuals hereby promise and confirm that if (a) Senator John Glenn ceases for any reason to be an active Presidential candidate, (b) Senator John Glenn receives or fails to receive the nomination of the 1984 Democratic National Convention, or (c) the Committee defaults upon its obligations to you under the credit agreement between you and the Committee dated as of February 8, 1984, and if on such date or dates the Committee's obligations to you have not been repaid, the undersigned will exert their collective and individual best efforts to raise sufficient contributions for the Committee to enable the Committee to retire the Committee's debt to you then outstanding.

Yours very truly,

  
John Glenn

  
William R. White

EXHIBIT A

AmeriTrust Company National Association

BancOhio National Bank

Bank One, Columbus, N.A.

The Huntington National Bank

All care of:

Bank One, Columbus, N.A., Agent  
100 East Broad Street  
Columbus, Ohio 43271-0121  
Attn: Richard D. Headley

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## CANDIDATE'S STATEMENT

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The undersigned, John Glenn, with respect to the Loan Agreement dated as of February 8, 1984 (the "Loan Agreement") pursuant to which Bank One, Columbus, N.A., as agent and the banks listed in Exhibit A hereto (the "Banks") are extending credit to the John Glenn Presidential Committee Inc. (except as otherwise provided herein capitalized terms used in this statement having the meanings defined in the Loan Agreement), understanding that the contents of this statement are material and essential to Banks' undertaking in the Agreements, hereby represents and warrants to and covenants with Banks, which representations, and warranties and covenants will be true and correct at the date(s) hereof, on each Advance Date, and until the satisfaction in full of the Indebtedness and termination of the Agreements, and will survive (a) the execution and delivery of the Agreements and (b) until the satisfaction in full of the Indebtedness and termination of the Loan Agreement, that

1. Senator Glenn has not knowingly made expenditures from his personal funds, or the personal funds of his immediate family, in connection with his campaign for nomination for election to the office of President in excess of in the aggregate, \$50,000;

2. The John Glenn Presidential Committee Inc. is, and will remain, Senator Glenn's sole "principal campaign committee," as that phrase is used in 11 C.F.R. § 9037.3.

3. Bank One, Columbus, N.A. is, and will remain, "the depository designated" by Senator Glenn, as that phrase is used in 11 C.F.R. § 9037.3; and

4. If Senator Glenn should fail to promptly take all steps necessary to effect any of the statements contained herein or shall attempt in any manner to take any action that will adversely affect any of the statements contained herein, then Banks may petition an appropriate court to order Senator Glenn to perform such acts as may be necessary to implement the statements contained herein and/or enjoin such action as would adversely affect any such statement. Senator Glenn shall not contest Banks' right to bring such action and Senator Glenn hereby acknowledges and agrees that the breach of the statements contained herein will result in immediate, irreparable injury to Banks which cannot be completely compensated in or measured by money damages. Senator Glenn shall indemnify and hold Banks

harmless against and from any and all expenses whatsoever, including but not limited to court costs and reasonable attorneys' fees in connection with any action brought by Banks hereunder. Furthermore, resort to such action by Banks shall not preclude or in any way affect Banks' rights to bring other actions of any sort whatever for damages or otherwise relating to a breach of the statements herein.

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EXHIBIT A

Ameritrust Company National Association

BancOhio National Bank

Bank One, Columbus, N.A.

The Huntington National Bank

All care of:

Bank One, Columbus, N.A., Agent  
100 East Broad Street  
Columbus, Ohio 43271-0121  
Attn: Richard D. Headley

38040585522

ADVANCE REQUEST FORM

To: Bank One, Columbus, N.A.  
as Agent  
100 East Broad Street  
Columbus, Ohio 43271  
Attn: Richard D. Headley  
Vice President

From: John Glenn Presidential  
Committee Inc.  
444 North Capital Street, N.E.  
Washington, D.C. 20001

Gentlemen:

In accordance with our Loan Agreement dated as of February 8, 1984, the undersigned hereby requests that Banks make the following Advance on the date indicated:

Amount of Advance:

\$ 500,000

Advance Date:

2/9/84

Capitalized terms used herein shall have the same meaning as in the Loan Agreement.

The undersigned hereby certifies as follows:

1. The statements contained in paragraph 5.2 of the Loan Agreement are true and correct as of the date hereof.

2. No event has occurred and is continuing, or would result from such requested Advance being made, which constitutes a default or would constitute a default under the Agreements but for the requirement that notice be given or time elapse or both.

Dated: Feb 9, 1984 JOHN GLENN PRESIDENTIAL COMMITTEE INC.

By:

Title:

[Signature]  
Vice President

# BAKER & HOSTETLER

ATTORNEYS AT LAW

618 CONNECTICUT AVE., N.W.

WASHINGTON, D. C. 20006

(202) 691-1500

TELESCOPIER (202) 697-6915

February 9, 1984

IN CLEVELAND, OHIO  
3200 NATIONAL CITY CENTER  
CLEVELAND, OHIO 44114  
(216) 521-0200  
TWX 510 421 6375

IN COLUMBUS, OHIO  
100 EAST BROAD STREET  
COLUMBUS, OHIO 43215  
(614) 228-1841

IN DENVER, COLORADO  
SUITE 500, 305 EAST 17TH AVENUE  
DENVER, COLORADO 80203  
(303) 861-0200

IN ORLANDO, FLORIDA  
850 CNA TOWER  
ORLANDO, FLORIDA 32802  
(305) 841-1111

WRITER'S DIRECT DIAL NO.:

(202) 691-1543

Bank One, Columbus, N.A., Agent  
and to each Bank (as defined in the  
Loan Agreement identified herein)  
100 East Broad Street  
Columbus, Ohio 43271-0121

Re: Loan by Bank One, Columbus, N.A., et al.  
to John Glenn Presidential Committee Inc.

Gentlemen:

We have acted as counsel to John Glenn Presidential Committee Inc. ("Committee") in connection with the Loan Agreement ("Loan Agreement") among it and Bank One, Columbus, N.A., as Agent, and the Banks identified therein, dated as of February 8, 1984. This opinion is furnished pursuant to Section 5.1(j) of the Loan Agreement. All terms defined in the Loan Agreement will have the same meaning herein unless otherwise stated.

In connection with such opinion, we have examined the following:

1. Executed counterparts or copies of (1) the Loan Agreement, (2) the Security Agreement, (3) Senator Glenn's Assignment, (4) the Committee's Assignment, (5) the Undertaking of Senator Glenn and William R. White, and (6) Senator Glenn's Statement and a copy of the executed Notes.
2. The articles of incorporation and by-laws of the Committee.
3. Copies of resolutions of the Board of Directors of the Committee authorizing the Loan Agreement and its execution and delivery.
4. Financing Statement(s) on Form UCC-1 executed by the Committee ("Financing Statements") and certificates of record priority of financing statements (Form UCC-11) filed under the Uniform Commercial Code in the District of Columbia and Ohio or other evidence furnished by applicable recording offices.

Bank One, Columbus, N.A., Agent  
February 9, 1984  
Page Two

5. The federal and any local tax lien indices maintained by the District of Columbia, which we are advised are current as of about two weeks ago.

6. Federal Election Commission ("FEC") Forms 1 and 2, as amended, filed by the Committee and Senator Glenn, respectively, with the Commission, a Commission Memorandum dated September 29, 1983, concerning "Eligibility Report - Senator John Glenn/John Glenn Presidential Committee Inc." and a letter dated October 6, 1983, from the Chairman of the Commission to Senator Glenn and such other FEC records and filings as we deem necessary or appropriate to render this opinion.

7. Such statutes, regulations, rulings and judicial decisions as we have deemed necessary or appropriate to render this opinion.

8. A certificate (copy enclosed) of the Comptroller of the Committee to us as to certain factual matters.

9. Letters (copies enclosed) dated November 1, 1983 and February 8, 1984 from Robert Bennett Lubic, Professor of Law, The American University, to Harlan Pomeroy, which we have reviewed and on which we have relied for portions of our opinion.

10. Application for Life Insurance of Candidate dated February 7, 1984, together with attached contractual matters and the issuer's agent's correspondence and a "temporary insurance agreement."

Except as specifically set forth above or otherwise expressly stated elsewhere in this opinion, we have neither reviewed nor requested an examination of the indices or records of any court, governmental or other agency, authority, instrumentality or entity for purposes of this opinion.

Based upon the foregoing and subject to the qualifications hereinafter set forth, it is our opinion that:

1. The Committee is a not-for-profit corporation, duly organized, validly existing and in good standing under the laws of the District of Columbia and has the corporate power and authority to own and operate its properties, to carry on its business as now conducted and to enter into and perform the Loan Agreement including, without limitation, the execution, delivery and performance of the Loan Agreement, the Security Agreement, the Notes and the Borrower's Assignment.



Bank One, Columbus, N.A., Agent  
February 9, 1984  
Page Three

2. The Committee is duly established under, and, to the best of our knowledge, is in compliance with, the Federal Campaign Act in all material respects. The Committee is the sole "principal campaign committee" of Senator Glenn within the meaning of the Federal Campaign Act and the Primary Payment Act. The Federal Election Commission has determined in writing that Senator Glenn's eligibility to receive matching funds from the Primary Payment Act has been established and we know of no reason why such determination is incorrect.

3. The execution, delivery and performance by the Committee of the Loan Agreement, the Notes, the Security Agreement, and the Borrower's Assignment, are within the Committee's corporate powers, have been duly authorized by all necessary corporate action and do not contravene (i) the Committee's articles of incorporation or by-laws, (ii) any law of the United States or the District of Columbia or (iii) as to which we have knowledge, any law of another jurisdiction or contractual restriction binding on or affecting the Committee.

4. No authorization or approval or other action by, and no notice to or filing with, any governmental body is required for the due execution, delivery and performance by the Committee of the Loan Agreement, the Security Agreement, the Notes and the Borrower's Assignment.

5. The Loan Agreement, the Security Agreement, the Notes and the Borrower's Assignment executed and/or delivered by the Committee pursuant to the Loan Agreement will constitute valid and binding obligations of the Committee, fully enforceable in accordance with their provisions against the Committee.

6. (a) The Loan Agreement, Notes, Security Agreement and Financing Statements when delivered hereunder and assuming that the items contained in Senator Glenn's Statement remain true, will create in favor of the Banks a valid and perfected first priority security interest in the Committee's rights in Senator Glenn's Primary Funding, securing the payment and performance of the Notes under the Loan Agreement and of the Committee's obligations under the Loan Agreement, the Security Agreement and the Notes, and all filings and other actions necessary to be taken by the Committee to perfect such security interest will have been duly taken; Senator Glenn's Assignment in the form attached to the Loan Agreement, when delivered under the Loan Agreement, will constitute a legal, valid and binding assignment to the Committee of Senator Glenn's rights in Primary Funding.

Bank One, Columbus, N.A., Agent  
February 9, 1984  
Page Four

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(b) The Loan Agreement, Notes and Security Agreement, together with the filings and other actions referred to above, when delivered hereunder, will create in favor of the Banks a valid and perfected first priority security interest in such of the Collateral as is not described in paragraph 6.(a) hereof and is described in paragraph 3.1(a) through (d) of the Security Agreement, subject, in the case of perfection of interests in instruments and the proceeds thereof (as those terms are described in the Uniform Commercial Code in effect in the jurisdictions applicable to the subjects of this opinion ("UCC")) (i) to the security interest of NS&T Bank, N.A., as a collecting bank, in items and documents and the proceeds of either in accordance with § 4-208 of the UCC, (ii) to temporary perfection rights of a prior secured party under subsections (4) and (5) of § 9-304 of the UCC, and (iii) to the provisions of § 9-306 of the UCC.

(c) With respect to such of the Collateral as is not described in paragraphs 6.(a) and (b) above, the Loan Agreement, Notes and Security Agreement, together with the filings and other actions referred to above, create in favor of the Banks a valid and perfected first priority security interest, perfected by filing or possession under the UCC, subject, in the case of possession and proceeds, to the provisions of §§ 9-304, 9-305 and 9-306 of the UCC, and in the case of tangible Collateral, to subsection (4) of § 9-312 of the UCC. With respect to such of the Collateral as is described in this subparagraph 6.(c), we express no opinion with respect to (i) any Collateral excluded from the UCC under § 9-104 thereof, or (ii) perfection of any security interest falling within subsection (3) of § 9-302 of the UCC, or (iii) perfection of security interests in ordinary goods, documents and instruments located outside the District of Columbia or Ohio and to goods covered by certificates of title of other jurisdictions to the extent that subsections (1) and (2) of § 9-103 of the UCC provide that the law of the jurisdiction(s) of such location govern perfection.

(d) The Banks' interest in the life insurance referred to above is superior to the interest of the Committee.

7. The execution and delivery by the Committee of the Loan Agreement, the Security Agreement, the Notes and the Borrower's Assignment and by Senator Glenn of Senator Glenn's Assignment and Senator Glenn's Statement and the performance by it and him of all of its and his respective obligations thereunder will not violate or result in the breach of any term or provision of, constitute a default under, or permit the acceleration of maturity under, any governmental or judicial order, judgment or decree, or any loan agreement, note, debenture, indenture, mortgage, deed of trust or other agreement or instrument to which the Committee or Senator Glenn is a party or by which either is bound.

Bank One, Columbus, N.A., Agent  
February 9, 1984  
Page Five

8. To the best of our knowledge, there is no threatened or pending legal proceeding or governmental proceeding or action to which the Committee or Senator Glenn is party or to which its or his property is subject, which, either in any case or in the aggregate, could affect the ability of the Committee to enter into the Loan Agreement, the Security Agreement, the Notes and Borrower's Assignment or Senator Glenn to execute Senator Glenn's Assignment and/or to perform all their obligations fully in accordance therewith or which purports to challenge Senator Glenn's eligibility as a candidate entitled to receive Primary Funding. The Committee has complied with and is not in default in any material respect under any laws, ordinances, requirements, regulations, orders or decrees of any court, commission, board or other administrative body or governmental agency having jurisdiction in respect to the conduct of its business which, in either case or in the aggregate, could affect its ability to enter into the Loan Agreement, the Security Agreement, the Notes and the Borrower's Assignment or to perform all of its obligations fully in accordance therewith.

9. All governmental or third-party approvals, authorizations, licenses or consents required to be obtained in connection with the execution and delivery of the Loan Agreement, the Security Agreement, the Notes and the Borrower's Assignment and the full performance of all its obligations in accordance therewith by the Committee have been duly obtained.

The foregoing opinions are limited to matters of Federal and District of Columbia law and we express no opinion as to the law of any other jurisdiction. The opinions are addressed to you solely with respect to the Agreements and the transactions contemplated thereby and may not be relied upon by any other person or for any other purpose whatsoever.

In addition, we do not express any opinion with respect to (i) the power or authority of the Banks to make the loan evidenced by the Notes, (ii) compliance by the Banks with any federal or state banking law, rule, regulation or restriction, or (iii) compliance by the Banks with any federal or state law, rule, regulation or restriction (except for the Primary Funding Act, the Federal Election Act and the regulations under each) which is or was required to be complied with by the Banks (as opposed to compliance therewith by the Committee) in order to enforce any rights of the Banks under the Loan Agreement, the Security Agreement, the Notes, the Borrower's Assignment and Senator Glenn's Assignment. Accordingly, all of the foregoing opinions are qualified to the extent set forth in the preceding sentence. To the extent that the foregoing opinions are stated to be to our knowledge, or refer to matters of which we have knowledge, we have, with your consent, relied on certificates of the Comptroller of the Committee (copy attached) as to factual

Bank One, Columbus, N.A., Agent  
February 9, 1984  
Page Six

matters and the absence of any contrary knowledge of those attorneys of our firm familiar with the affairs of the Committee, and we have neither independently investigated nor attempted to verify such matters.

No opinion is expressed as to the enforceability of the commitments or undertakings referred to in subparagraph (e) of Borrower's Assignment as against the persons making such commitments or undertakings.

We have assumed the due execution and delivery by the parties thereto (except for Committee and Senator Glenn) of pertinent documents. We have assumed, but have not independently verified, the genuineness of all signatures on all corporate records, proceedings and documents examined by us in connection with the foregoing opinions and the conformity to original documents of all documents submitted to us as certified or photostatic copies and the authenticity of such documents. We have further assumed that the Banks will deal with the Collateral in accordance with the terms of the Agreements.

The foregoing opinions are also qualified to the extent that (i) the enforceability of the Agreements and Assignments and any related documents may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or other similar laws or enactments, both state and federal, now or hereafter in effect, and equitable principles, relating to or affecting enforcement of creditor's rights or remedies generally, (ii) we do not express any opinion as to the availability of the remedy of specific performance since such remedy is subject to the discretion of the court before which any proceeding therefor may be brought, (iii) no opinion is expressed with respect to the applicability, if any, of 31 U.S.C. Section 3727, and (iv) any such opinions are inconsistent with any matters set forth in a letter (copy attached) from the Comptroller of the Committee dated February 8, 1984 to Harlan Pomeroy. Finally, we have made no independent verification of the factual information and factual representations contained in documents filed by the Committee or Senator Glenn with the Federal Election Commission.

Very truly yours,

*Baker + Hostetler*  
Baker & Hostetler

HP:md  
Encs.



# BAKER & HOSTETLER

ATTORNEYS AT LAW

818 CONNECTICUT AVE., N.W.

WASHINGTON, D. C. 20006

(202) 681-1500

TELECOPIER (202) 687-6026

February 9, 1984

IN CLEVELAND, OHIO  
3200 NATIONAL CITY CENTER  
CLEVELAND, OHIO 44114  
(216) 621-0200  
TWX 610 461 6375

IN COLUMBUS, OHIO  
100 EAST BROAD STREET  
COLUMBUS, OHIO 43215  
(614) 228-1541

IN DENVER, COLORADO  
SUITE 100, 303 EAST 17TH AVENUE  
DENVER, COLORADO 80203  
(303) 661-0000

IN ORLANDO, FLORIDA  
850 CNA TOWER  
ORLANDO, FLORIDA 32802  
(305) 641-1111

WRITER'S DIRECT DIAL NO.:

(202) 661-1543

Bank One, Columbus, N.A., Agent  
and to each Bank (as defined in the  
Loan Agreement identified herein)  
100 East Broad Street  
Columbus, Ohio 43271-0121

Re: Loan by Bank One, Columbus, N.A., et al.  
to John Glenn Presidential Committee Inc.

Gentlemen:

Reference is made to the opinion letter (the "Opinion Letter") of Baker & Hostetler of even date in the above matter and in that regard you have asked for further assurances regarding certain matters which are covered by warranties of the Borrower in the Loan Agreement. All terms defined herein shall have the same meaning as in the Opinion Letter. We have made such reviews and examined such filings and records, including those of the Committee and the FEC, as we deem appropriate and therefore are able to confirm to you as follows:

1. Senator Glenn has authorized in writing those committees which may incur expenses to further his election, a copy of which authorization has been sent to the FEC.
2. Senator Glenn has complied with the requirements of 26 U.S.C. § 9033(a) that he agree in writing to: (1) obtain and furnish to the Federal Election Commission ("FEC") any evidence it may request of qualified campaign expenses, (2) keep and furnish to the FEC any records, books, and other information it may request and (3) an audit and examination by the FEC under 26 U.S.C. § 9038 and to pay any amounts required to be paid under such section.
3. Senator Glenn has certified to the FEC that: (1) Senator Glenn and his authorized committees will not incur qualified campaign expenses in excess of the limitations on such expenses under 26 U.S.C. § 9035, (2) Senator Glenn is seeking nomination by a political party for election to the office of President of the United States, (3) Senator Glenn has received matching contributions which, in the aggregate, exceed \$5,000 in contributions from residents of at least 20 states, and (4) the aggregate of contributions certified with respect to any person under (3) does not exceed \$250.

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Bank One, Columbus, N.A.  
February 9, 1984  
Page Two

4. Senator Glenn is currently actively conducting campaigns in more than one state in connection with seeking nomination for election to be President of the United States, and has not received less than ten percent of the number of votes cast for all candidates of the same party for the same office in two consecutive primary elections.

5. To the best of our knowledge, Senator Glenn has not incurred qualified campaign expenses in excess of the expenditure limitation applicable under 2 U.S.C. § 441a.

6. To the best of our knowledge, Senator Glenn has not knowingly made expenditures (as that term is used in 26 U.S.C. § 9035) from his personal funds, or the personal funds of his immediate family, in connection with his campaign for nomination for election to the office of President in excess of, in the aggregate, \$50,000.

7. Senator Glenn has complied with the requirements of 11 C.F.R. § 9033.1.

8. Senator Glenn has certified to the FEC that he is seeking nomination by a political party to the office of President in more than one state.

9. Senator Glenn has certified that he and his authorized committee(s) have not incurred and will not incur expenses in connection with the candidate's campaign for nomination which are in excess of the limitations under 26 U.S.C. § 9035 or 11 C.F.R. Part 9035.

10. Senator Glenn has certified that he and his authorized committee(s) have met the threshold contribution requirements outlined in 11 C.F.R. § 9033.2(b)(3).

11. To the best of our knowledge, Senator Glenn and his authorized committee(s) have filed with the FEC reports of receipts and expenditures as required in 2 U.S.C. § 434.

12. Senator Glenn has designated one or more national or state banks as a campaign depository.

13. To the best of our knowledge, Senator Glenn and his authorized committee(s) have not violated the limitations on contributions and expenditures outlined in 2 U.S.C. § 441a and 11 C.F.R. Part 110.

14. To the best of our knowledge, Senator Glenn and his authorized committee(s) have filed all other reports, documents, and schedules required or requested by the FEC.

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Bank One, Columbus, N.A.  
February 9, 1984  
Page Three

15. To the best of our knowledge, Senator Glenn and his authorized committee(s) have met all requirements for eligibility to receive Presidential Primary Matching Funds.

16. The John Glenn Presidential Committee Inc. is Senator Glenn's sole "principal campaign committee" as that phrase is used in 11 C.F.R. § 9037.3 and is Senator Glenn's sole "authorized committee" as that phrase is used in 2 U.S.C. § 431(6).

17. Bank One, Columbus, N.A.A. is "the depository designated" by Senator Glenn, as that phrase is used in 11 C.F.R. § 9037.3.

This letter is subject to the limitations, reservations, qualifications and assumptions which follow paragraph 10 in our Opinion Letter of even date. Except as set forth herein and in the Opinion Letter, we have neither reviewed nor requested an examination of the indices or records of any court, governmental or other agency, authority, instrumentality or entity for purposes of this letter.

Very truly yours,

  
Harlan Pomeroy

HP:md

3304035532

CERTIFICATE

I am the Comptroller of the John Glenn Presidential Committee Inc. ("Committee") and as such have reviewed and have custody of the records of the Committee. This will certify that in connection with a loan from Bank One, Columbus, N.A. ("Bank") and certain other banks named in a Loan Agreement dated as of February 8, 1984 between the Committee and Bank and such other banks to the Committee the following statements are correct to the best of my knowledge:

1. The Committee is a not-for-profit corporation, duly organized, validly existing and in good standing under the laws of the District of Columbia and has the corporate power and authority to own and operate its properties, to carry on its business as now conducted and to enter into and perform the Loan Agreement including, without limitation, the execution, delivery and performance of the Loan Agreement, the Security Agreement, the Notes and the Borrower's Assignment.

2. The Committee is duly established under, and is in compliance with, the Federal Campaign Act in all material respects. The Committee is the sole "principal campaign committee" of Senator Glenn within the meaning of the Federal Campaign Act and the Primary Payment Act. The Federal Election Commission has determined in writing that Senator Glenn's eligibility to receive matching funds from the Primary Payment Act has been established and I know of no reason why such determination is incorrect.



3. The execution, delivery and performance by the Committee of the Loan Agreement, the Notes, the Security Agreement, and the Borrower's Assignment, are within the Committee's corporate powers, have been duly authorized by all necessary corporate action and do not contravene (i) the Committee's articles of incorporation or by-laws, (ii) any law of the United States or the District of Columbia or (iii) any law of another jurisdiction or contractual restriction binding on or affecting the Committee.

4. No authorization or approval or other action by, and no notice to or filing with, any governmental body is required for the due execution, delivery and performance by the Committee of the Loan Agreement, the Security Agreement, the Notes and the Borrower's Assignment.

5. The Loan Agreement, the Security Agreement, the Notes and the Borrower's Assignment executed and/or delivered by the Committee pursuant to the Loan Agreement will constitute valid and binding obligations of the Committee, fully enforceable in accordance with their provisions against the Committee.

6. The Loan Agreement, Notes, Security Agreement and Financing Statement when delivered hereunder and filed, upon the advance of funds by Bank to Borrower and assuming that the items contained in Senator Glenn's statement remain true and that Senator Glenn's letter to the FEC changing the campaign depository for receipt of Primary Funding from NS&T Bank, N.A. to Bank One, Columbus, N.A. remains in effect, will create a valid and perfected first priority security interest in the Committee's rights

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in Senator Glenn's Primary Funding, securing the payment and performance of the Notes under the Loan Agreement and of the Committee's obligations under the Loan Agreement, the Security Agreement and the Notes, and all filings and other actions necessary to be taken by the Committee to perfect such security interest (other than the advance of funds by Bank and the other banks to the Committee) will have been duly taken; Senator Glenn's Assignment in the form attached to the Loan Agreement, when delivered under the Loan Agreement, will constitute a legal, valid and binding assignment to the Committee of Senator Glenn's rights in Primary Funding.

7. The execution and delivery by the Committee of the Loan Agreement, the Security Agreement, the Notes and the Borrower's Assignment and by Senator Glenn of Senator Glenn's Assignment and the performance by it and him of all of its and his respective obligations thereunder will not violate or result in the breach of any term or provision of, constitute a default under, or permit the acceleration of maturity under, any governmental or judicial order, judgment or decree, or any loan agreement, note, debenture, indenture, mortgage, deed of trust or other agreement or instrument to which the Committee or Senator Glenn is a party or by which either is bound.

8. There is no threatened or pending legal proceeding or governmental proceeding or action to which the Committee or Senator Glenn is party or to which its or his property is subject, which, either in any case or in the aggregate, could affect the ability of the Committee to enter into the Loan Agreement, the

Security Agreement, the Notes and Borrower's Assignment or Senator Glenn to execute Senator Glenn's Assignment and/or to perform all their obligations fully in accordance therewith or which purports to challenge Senator Glenn's eligibility as a candidate entitled to receive Primary Funding. The Committee has complied with and is not in default in any material respect under any laws, ordinances, requirements, regulations, orders or decrees of any court, commission board or other administrative body or governmental agency having jurisdiction in respect to the conduct of its business which, in either case or in the aggregate, could affect its ability to enter into the Loan Agreement, the Security Agreement, the Notes and the Borrower's Assignment or to perform all of its obligations fully in accordance therewith.

9. All governmental or third-party approvals, authorizations, licenses or consents required to be obtained in connection with the execution and delivery of the Loan Agreement, the Security Agreement, the Notes and the Borrower's Assignment and the full performance of all its obligations in accordance therewith by the Committee have been duly obtained.

10. Senator Glenn has authorized in writing those committees which may incur expenses to further his election, a copy of which authorization has been sent to the FEC.

11. Senator Glenn has complied with the requirements of 26 U.S.C. § 9033(a) that he agree in writing to: (1) obtain and furnish to the Federal Election Commission ("FEC") any evidence it may request of qualified campaign expenses, (2) keep and furnish to the FEC any records, books, and other information it may

request, and (3) an audit and examination by the FEC under 26 U.S.C. § 9038 and to pay any amounts required to be paid under such section.

12. Senator Glenn has certified to the FEC that:

(1) Senator Glenn and his authorized committees will not incur qualified campaign expenses in excess of the limitations on such expenses under 26 U.S.C. § 9035, (2) Senator Glenn is seeking nomination by a political party for election to the office of President of the United States, (3) Senator Glenn has received matching contributions which, in the aggregate, exceed \$5,000 in contributions from residents of at least 20 states, and (4) the aggregate of contributions certified with respect to any person under (3) does not exceed \$250.

13. Senator Glenn is currently actively conducting campaigns in more than one state in connection with seeking nomination for election to be President of the United States, and has not received less than ten percent of the number of votes cast for all candidates of the same party for the same office in two consecutive primary elections.

14. To the best of our knowledge, Senator Glenn has not incurred qualified campaign expenses in excess of the expenditure limitation applicable under 2 U.S.C. § 441a.

15. To the best of our knowledge, Senator Glenn has not knowingly made expenditures (as that term is used in 26 U.S.C. § 9035) from his personal funds, or the personal funds of his immediate family, in connection with his campaign for nomination

8904035537



16. Senator Glenn has complied with the requirements of  
11 C.F.R. § 9033.1.

17. Senator Glenn has certified to the FEC that he is seeking nomination by a political party to the office of President in more than one state.

18. Senator Glenn has certified that he and his authorized committee(s) have not incurred and will not incur expenses in connection with the candidate's campaign for nomination which are in excess of the limitations under 26 U.S.C. § 9035 or 11 C.F.R. Part 9035.

19. Senator Glenn has certified that he and his authorized committee(s) have met the threshold contribution requirements outlined in 11 C.F.R. § 9033.2(b)(3).

20. To the best of our knowledge, Senator Glenn and his authorized committee(s) have filed with the FEC reports of receipts and expenditures as required in 2 U.S.C. § 434.

21. Senator Glenn has designated one or more national or state banks as a campaign depository.

22. To the best of our knowledge, Senator Glenn and his authorized committee(s) have not violated the limitations on contributions and expenditures outlined in 2 U.S.C. § 441a and 11 C.F.R. Part 110.

23. To the best of our knowledge, Senator Glenn and his authorized committee(s) have filed all other reports, documents, and schedules required or requested by the FEC.

24. To the best of our knowledge, Senator Glenn and his authorized committee(s) have met all requirements for eligibility to receive Presidential Primary Matching Funds.

25. The John Glenn Presidential Committee Inc. is Senator Glenn's sole "principal campaign committee" as that phrase is used in 11 C.F.R. § 9037.3 and is Senator Glenn's sole "authorized committee" as that phrase is used in 2 U.S.C. § 431(6).

26. Bank One, Columbus, N.A. is "the depository designated" by Senator Glenn, as that phrase is used in 11 C.F.R. § 9037.3.

  
Caroline Himes

February 8, 1984

88040685539

AMERICAN UNIVERSITY SCHOOL OF LAW  
4400 Massachusetts Avenue N.W.  
Washington, D. C. 20016

February 8, 1984

Harlan Pomeroy, Esq.  
818 Connecticut Avenue, N. W.  
Washington, D. C. 20006

Dear Mr. Pomeroy:

This will refer to my letter of November 1, 1983 concerning the collateralization of presidential candidate matching funds by the John Glenn Presidential Committee Inc. As you know, at the time of that letter I reviewed the documents in connection with the proposed Loan Agreement in respect thereto, and advised you as to various particulars concerning the commercial aspects of that loan.

As you requested, I have now reviewed various documents in respect to a second Loan Agreement dated February 8, 1984. In my opinion, the statements contained in my letter to you of November 1983 concerning the earlier Loan Agreement have equal validity with respect to the present Loan Agreement and related papers as well as to the loan to be consummated thereunder, especially in respect to the collateralization of the following:


(a) all records of Borrower wherever located, whenever existing or arising; and

(b) the Primary Funding and all rights attendant thereto or in connection therewith with respect to the candidacy of Senator Glenn, including all of Borrower's rights therein arising out of candidate's Assignment or otherwise; and

(c) all of Borrower's right, title and interest in and to the direct mail solicitation/contributor lists used by Borrower, containing, among other things, the names and addresses of possible and actual contributors to Borrower as they exist as of the date hereof and are revised from time to time; and

(d) present and future contributions and other money received by Borrower from any source including the deposit account maintained by Borrower at National Savings and Trust Bank of Washington, D. C.

Yours very truly,

  
Robert Bennett Lubic  
Professor of Law

RBL:md

November 1, 1983

Harlan Pomeroy, Esquire  
818 Connecticut Ave., NW.  
Washington, D.C. 20006

Re: Collateralization of Presidential  
Candidate Matching Funds

Dear Mr. Pomeroy:

9 3 0 4 0 3 0 5 5 4 1  
You requested that I deliver to you an opinion relative to three specific questions concerning the feasibility of a loan utilizing the above-referenced funds as security, from the creditor's point of view. Below please find my brief response to each of said questions.

- I. What is the effect of the anti-assignment provisions of Section 28.2303 of the D.C. Code in respect to a security interest in a deposit account created by such matching funds, as they relate to claims against the United States?

1. Section 28.2303 applies to assignments of non-negotiable contracts and the first clause of that provision, which modifies all of the subsequent language, reads as follows:

"An owner of a non-negotiable written agreement for . . ."

Thus even though a subsequent phrase makes an exception as to a claim against the United States in respect to the validity of such an assignment, the exception only applies when such claim is based upon a written agreement. Any claim of a presidential candidate for matching funds is based upon a statutory right rather than a contractual right and therefore, in my opinion, the anti-assignment provisions of the aforesaid section of the D.C. Code is inapplicable to the present matter.

2. Further, as we discussed, the U.C.C. permits the creation of a security interest in any personal property including general intangibles in which the debtor has a right (9-102(1) and 9-203).



11 C.F.R. 9037.3 provides for the deposit of matching funds into a checking account maintained by a candidate "principal campaign committee". Black's legal dictionary defines the word maintained as meaning, among other things, "to hold possession of". Therefore, the right of a debtor to hold possession of a checking account constitutes a right in such collateral sufficient to create a security interest under the U.C.C.

3. Section 1-102(1) of the U.C.C. provides that the Act shall be liberally construed, and Section 1-104 of that statute specifically provides that no part thereof shall be repealed by subsequent legislation if such construction can be avoided. Although I did not determine when Section 28.2303 of the D.C. Code was adopted, even if adopted subsequent to adoption of the U.C.C., the terms thereof do not specifically repeal any provision of the latter statute. Thus, the subject anti-assignment provision should have no effect on the use of said matching funds as collateral under a security agreement created under the requirements of the U.C.C.

II. Is the act consisting of the designation by Senator Glenn of his present "principal campaign committee", irrevocable?

1. Under 11 C.F.R. 101.1, a candidate (other than a nominee for Vice President) must designate in writing a "principal campaign committee" within 15 days after becoming a candidate. By implication from a reading of this section, together with 102.12 of the same title, only one "principal campaign committee" may be designated at a time by a candidate. As a result thereof, before a "principal campaign committee" can be replaced by another such committee, the first committee must be terminated.

2. 11 C.F.R. 102.3(b) provides that, except as set forth in Section 102.4 of that Title, no "principal campaign committee" may be terminated until it has met the requirements of 102.3(a). Subparagraph 102.3(a) provides that no political committee may be terminated until it has, among other things, filed with the F.E.C. a written statement that it has satisfied all of its debts. Irrespective of 102.3(a), 11 C.F.R. 102.4 permits termination by the F.E.C., provided that the "principal campaign committee" of a candidate meets all of the stringent requirements set forth therein. Since most of these requirements apply to satisfaction of obligations or, in lieu thereof, forgiveness of loans, it is unlikely that the F.E.C. will permit the termination of the present "principal campaign committee" of Senator Glenn and replacement thereof by a new "principal campaign committee" without satisfaction of the subject loan in this matter.

November 1, 1983

III. What is to prevent Senator Glenn from directing his principal campaign committee to change the location of deposit account where his matching funds must be maintained?

1. In this respect, it is my understanding that you have made provisions for a commitment by Senator Glenn not to make such a change and subjecting him to an injunction in the event of his violation of said commitment. In addition, you ask whether the proposed creditor would not be better protected by a grant by Senator Glenn of a security interest as to his rights in the matching funds to said creditor.

2. Assuming that there is no preclusion by the Federal Code of the creation of a security interest in his entitlement to such matching funds as collateral for a loan to defray qualified campaign expenses (and I have not found any such preclusion to date), there appears to be nothing invalid in the Senator doing so under a separate Security Agreement. The creation of such a security interest could thus act as further collateralization of the creditor's loan to the Senator's principal campaign committee, provided that the remedy for any violation thereof is restricted in the Security Agreement to an injunctory action. The only provision that I have found in the Federal Code that only slightly touches upon this question is 26 U.S.C. 9041(b). That provision makes it unlawful for a candidate to receive payments under 26 U.S.C. 9037 other than to repay loans, the proceeds of which have been used to defray qualified campaign expenses. By implication, it would appear that said funds then may also be used as collateral not only to repay the aforesated loans, but also to secure repayment thereof by creating a collateralized deposit account in respect thereto.

3. Thus it would appear that Senator Glenn could collateralize his rights in the matching funds and, provided that the Security Agreement is applicable to both present and after acquired funds as received, a creditor may trace its priority rights therein wherever these funds may be maintained as long as they are not co-mingled with any other funds. The latter seems highly unlikely in that 11 C.F.R. 9037.3 strongly implies that the matching funds must be deposited into a separate checking account maintained by the principal campaign committee. Therefore, although the Senator could change the location of the deposit account, in my opinion a priority creditor would still be protected as to the funds contained therein.

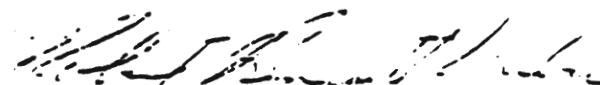
Harland Pomeroy, Esquire  
Page 4  
November 1, 1983

4. There is one caution, however, that must be observed relative to the foregoing. Should the candidate direct his principal campaign committee to open and maintain a checking account in another state for deposit of said matching funds, and a financing statement is not on file in the latter state, under the U.C.C. the creditor must record a copy of the original financing statement in the state where the new account is located within six months of its creation. During the six month period, however, the creditor has temporary perfection in the new deposit account. This provision applies generally to all collateral and merely echoes an age-old requirement that a creditor must police its loans.

I trust that this satisfies your request relative to the three subject question regarding the above-referenced matter

If there is anything in addition that you require, or should you have any comments or questions with respect to the same, please do not hesitate to contact me today at my law office (452-8200) or tomorrow at American University Law School (686-2613).

Very truly yours,



Robert Bennett Lubic  
Professor of Law

RBL/pf

88040505544

34 FEB 9 11:00

February<sup>8</sup>, 1984

Federal Election Commission  
1325 K Street, N.W.  
Washington, D.C. 20463

Gentlemen:

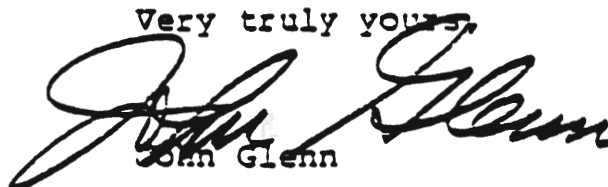
By instruction to you dated November 8, 1983 (copy attached hereto) and in accordance with Section 9033.1(b)(7) of Title 11 of the Code of Federal Regulations, the name of the designated campaign depository to which matching funds shall be sent under Section 9037.3 of the Regulations is Bank One, Columbus, N.A., 100 East Broad Street, Columbus, Ohio 43271, account number 10-0811-9 maintained by John Glenn Presidential Committee Inc.

Be advised that Bank One, Columbus, N.A., has assigned certain interests in property to Bank One, Columbus, N.A., as agent on behalf of the banks listed in Exhibit A to this letter. Therefore, the designation of the designated campaign depository set forth in my November 8, 1983 letter and confirmed herein is irrevocable without the written consent of each of Bank One, Columbus, N.A., as agent and the banks listed in Exhibit A.

To the extent necessary or appropriate, the consent of Bank One, Columbus, N.A. appears below.

By stamp or other execution of the enclosed copy of this letter at the place indicated, kindly acknowledge receipt of this letter and return the copy to counsel for the Committee, Harlan Pomeroy, 818 Connecticut Avenue, N.W., Washington, D.C. 20006.

Very truly yours,

  
John Glenn

Bank One, Columbus, N.A. consents to the filing of this letter with the Federal Election Commission.

BANK ONE, COLUMBUS, N.A.

By: 



JOHN GLENN

83:CV15 P4  
04 FEB 9 411

November 8, 1983

Federal Election Commission  
1325 K Street, N.W.  
Washington, D.C. 20463

This will refer to my Candidate and Committee Agreement and Certification dated August 10, 1983 and filed with the Commission on September 6, 1983, under Sections 9033.1 and 9033.2 of Title 11 of the Code of Federal Regulations and the Guideline for Presentation in Good Order.

In Accordance with Section 9033.1(b)(7) of the Regulations, the name of the designated campaign depository to which matching funds shall be sent under Section 9037.3 of the Regulations is changed to Bank One, Columbus, N.A., 100 East Broad Street, Columbus, Ohio 43271, account number 10-0811-9 maintained by John Glenn Presidential Committee Inc. This designation is irrevocable without the written consent of such Bank.

By stamp or other execution of the enclosed copy of this letter at the place indicated in the lower left-hand corner, kindly acknowledge receipt of this letter and return the copy to counsel for the Committee, Harlan Pomeroy, 818 Connecticut Avenue, Washington, D.C. 20006.

Very truly yours,



John Glenn

Receipt acknowledged this

11th day of November, 1983

Federal Election Commission

By

84 FEB 9 11:4

Receipt acknowledged this \_\_\_\_\_ day of  
February, 1984  
Federal Election Commission

By: \_\_\_\_\_

88040685547

**EXHIBIT A**

**Ameritrust Company National Association**

**BancOhio National Bank**

**Bank One, Columbus, N.A.**

**The Huntington National Bank**

**All care of:**

**Bank One, Columbus, N.A., Agent  
100 East Broad Street  
Columbus, Ohio 43271-0121  
Attn: Richard D. Headley**

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अव :



# JOHN GLENN

November 8, 1983

The Honorable Donald T. Regan  
Secretary of the Treasury  
Room 3300  
1500 Pennsylvania Avenue, N.W.  
Washington, D.C. 20220

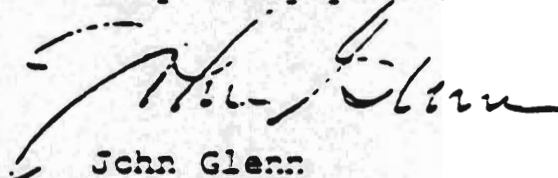
Attention: Primary Funding

Dear Sir:

880405550  
This letter will constitute my letter of instruction to you or those persons acting on your behalf to forward all Primary Funding to which I and the John Glenn Presidential Committee Inc., my principal campaign committee, are entitled to receive directly to Bank One, Columbus, N.A., 100 East Broad Street, Columbus, Ohio 43271, the designated campaign depository, for deposit in account number 10-0811-9 maintained by the Committee. This instruction is irrevocable without the written consent of such Bank.

By stamp or other execution of the enclosed copy of this letter at the place indicated in the lower left-hand corner, kindly acknowledge receipt of this letter and return the copy to counsel for the Committee, Harlan Pomeroy, 818 Connecticut Avenue, N.W., Washington, D.C. 20006.

Very truly yours,

  
John Glenn

Receipt acknowledged this

16<sup>th</sup> day of November, 1983

Secretary of the Treasury

By Lucille R. Mathis

Receipt acknowledged this \_\_\_\_\_  
day of February, 1984

Secretary of the Treasury

By: \_\_\_\_\_

89040685551

EXHIBIT A

Ameritrust Company National Association

BancOhio National Bank

Bank One, Columbus, N.A.

The Huntington National Bank

All care of:

Bank One, Columbus, N.A., Agent  
100 East Broad Street  
Columbus, Ohio 43271-0121  
Attn: Richard D. Headley

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HAROLD BARDONVILLE  
RECORDER OF DEEDS  
WASHINGTON D.C.

DOE - FINANCING STATEMENT - UCC-1

Revised. Am. S.B. 161, Eff. 3/15.  
anderson publishing co. cincinnati, ohio 45

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Committee Inc.  
44 N. Capitol Street, N.W.  
Washington, D.C. 20001  
Attn: Caroline Himes

along perforation for mailing.  
copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.  
an one office. Form UCC-2 may be placed over this set to avoid double typing.  
(a) on the form is inadequate the item(s) should be continued on additional sheets, preferably 8 1/2" x 11". Only one copy of  
d to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be o  
he secured party.  
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nent is used as a financing statement, it is requested that it be accompanied by a completed but unsigned, set of these forms, wi

officer will return third copy as an acknowledgement. At a later date, secured party may date and sign the termination legend an  
nent.

presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s)	2 Secured Party(ies) and Address(es)	3 For Filing Officer (Date, Time, Number, and Filing Office)
John Committee Inc. 44 N. Capitol Street, N.W. Washington, D.C. 20001 Attn: Caroline Himes	Bank One of Columbus, N.A., 100 East Broad St. Agent Columbus, Ohio 43271 Attn: Richard D. Headley (Cont'd. on Attached Schedule 2)	

4 This financing statement covers the following types (or items) of property:

See attached Schedule 1

FEB 9 10 51 AM '84

Check ☒ if covered: ☒ Products of Collateral are also covered No. of additional sheets presented:

Filed with

John Glenn Presidential Committee Inc. (USE WHICHEVER SIGNATURE LINE IS APPLICABLE) Bank One Columbus, N.A., Agent

By: Harold Bardonville Secretary By: Richard D. Headley  
Signatures of Debtor(s) Signatures of Secured Party(ies)

Filing Office Copy—Numerical

STANDARD FORM -  
UNIFORM COMMERCIAL CODE - UCC-1

Filed

This form of financing statement is  
approved by the Secretary of State

Revised. Am. S.B. 161, Eff. 3/15.  
anderson publishing co. cincinnati, ohio  
REPRIN



**UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - UCC-1**  
INSTRUCTIONS

Revised, Am. S.B. 161, Eff. 3/15/  
Anderson Publishing Co. Cincinnati, Ohio 452

1. PLEASE TYPE this form. Fold only along perforation for mailing.  
Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
2. When filing is to be with more than one office, Form UCC-2 may be placed over this set to avoid double typing.
3. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 8 1/2" x 11". Only one copy of additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on size paper that is convenient for the secured party.
4. If collateral is crops, growing or to be grown, or timber to be cut, or minerals or the like, including oil and gas, or accounts resulting from the sale of minerals at the well or minehead to which the security interest attaches upon extraction, or goods which are or are to become fixtures, the financing statement must recite that it covers type of collateral and that it is to be indexed in the real estate records of the county in which the real estate is situated and must contain a legal description of the real estate, if the Debtor does not have an interest of record in the real estate, the name of the record owner or record lessee (see section 1309.39(E) of the Revised C. Code).
5. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned, set of these forms, with extra fee.
6. At the time of original filing, filing officer will return third copy as an acknowledgement. At a later date, secured party may date and sign the termination legend on third copy as a Termination Statement.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es)	2 Secured Party(ies) and Address(es)	3 For Filing Officer (Date, Time, Number, and Filing Office)
John Glenn Presidential Committee Inc. 444 N. Capitol Street, N.W. Washington, D.C. 20001 Attn: Caroline Himes	Bank One of Columbus, N.A., 100 East Broad St. Agent Columbus, Ohio 43271 Attn: Richard D. Headley (Cont'd. on Attached Schedule 2)	

4 This financing statement covers the following type(s) (or item(s)) of property:

See attached Schedule 1

Check ☒ if covered: ☒ Products of Collateral are also covered No. of additional sheets presented:

File with

(USE WHICHEVER SIGNATURE LINE IS APPLICABLE)  
John Glenn Presidential Committee Inc. Bank One, Columbus, N.A., Agent  
By: [Signature] Secretary By: [Signature]  
Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

Filing Office Copy—Alphabetical

STANDARD FORM -  
UNIFORM COMMERCIAL CODE - UCC-1

This form of financing statement is  
approved by the Secretary of State

Revised, Am. S.B. 161, Eff.  
Anderson Publishing Co. Cincinnati, Oh  
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104  
Schedule 1

Debtor:

John Glenn Presidential  
Committee Inc.  
444 N. Capitol Street, N.W.  
Washington, D.C. 20001

Secured Parties:

Bank One, Columbus, N.A., Agent  
100 East Broad Street  
Columbus, Ohio 43271  
Attn: Richard D. Headley  
and others

4. (Continued)

9 3 0 4 0 6 3 5 5 5 5  
All of Debtor's interest in all of its property  
(including without limitation instruments, documents,  
chattel paper, contract rights, accounts, general  
intangibles, deposit accounts, money and goods of all  
description) whether or not such property is now or  
hereafter in the actual or legal or constructive  
possession of Agent, including but not limited to:

- (a) all records of Debtor wherever located, whenever  
existing or arising; and
- (b) the payment of funds in accordance with the  
Presidential Primary Matching Payment Account Act  
and all rights attendant thereto or in connection  
therewith with respect to the candidacy of Senator  
Glenn, including all of Debtor's rights therein  
arising out of Candidate's Assignment or otherwise  
and
- (c) all of Debtor's right, title and interest in and to  
the direct mail solicitation/contributor lists used  
by Debtor, containing, among other things, the  
names and addresses of possible and actual  
contributors to Debtor as they exist as of the date  
hereof and are revised from time to time; and
- (d) present and future contributions and other property  
and money received by Borrower from any source,  
including without limitation the deposit account(s)  
maintained by Debtor at NS&T Bank, N.A.;

and if sold, exchanged, collected or otherwise disposed of, the  
proceeds thereof.

Schedule 2

Debtor:

John Glenn Presidential  
Committee Inc.  
444 N. Capitol Street, N.W.  
Washington, D.C. 20001

Secured Parties:

Bank One, Columbus, N.A., as Agent  
100 East Broad Street  
Columbus, Ohio 43271  
Attn: Richard D. Headley

and others

2. SECURED PARTIES CONTINUED

Ameritrust Company National Association

Bank One, Columbus, N.A.

BancOhio National Bank

The Huntington National Bank

all c/o Bank One, Columbus, N.A., Agent  
100 East Broad Street  
Columbus, Ohio 43271  
Attn: Richard D. Headley

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State of Ohio  
Secretary of State  
Columbus

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RECEIPT

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Received of Vonip Sater

Re: five dollars + 0800 Dollars, Bein

For ☒ UCC-1 or UCC-2

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☐ Other

☒ UCC-11

☐ Copies of ☐ pages

By ja

Sherrod Brown  
Secretary of State



This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es) <b>John Glenn Presidential Committee Inc. 444 N. Capitol St., N.W. Washington, D.C. 20001 Attn: Caroline Himes</b>	2 Secured Party(ies) and Address(es) <b>Bank One of Columbus, N.A., 100 East Broad St. Agent Columbus, Ohio 43271 Attn: Richard D. Headley (Cont'd. on Attached Schedule</b>	3 For Filing Officer (Date, Time, Number, and Filing Office)  <b>8:00 7 2 4 3</b>
---	---	--

4 This financing statement covers the following types (or items) of property:

2  
10  
10  
10  
2  
10  
0

**See attached Schedule 1**

**SECRETARY OF STATE**

**Aug 7 9 54 PM '84**

Check ☒ if covered: ☒ Products of Collateral are also covered No. of additional sheets presented:

Filed with **Ohio Secretary of State**

(USE WHICHEVER SIGNATURE LINE IS APPLICABLE)

**John Glenn Presidential Committee Inc. Bank One, Columbus, N.A., Agent**

By: [Signature] By: [Signature]  
Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

Secured Party Copy

STANDARD FORM -  
UNIFORM COMMERCIAL CODE - UCC-1

This form of financing statement is  
approved by the Secretary of State

Revised, Am. S.B. 161, Eff.  
anderson publishing co. cincinnati, oh  
REPRIN

DUPLICATE

P 6 2 2 4 3

Schedule 1

Debtor:

SHERROD BROWN  
SECRETARY OF STATE

Secured Parties:

- John Glenn Presidential  
Committee Inc.  
- 444 N. Capitol Street, N.W.  
Washington, D.C. 20001

Bank One, Columbus, N.A., Agent  
East Broad Street  
Columbus, Ohio 43271  
Attn: Richard D. Headley

and others

4. (Continued)

All of Debtor's interest in all of its property (including without limitation instruments, documents, chattel paper, contract rights, accounts, general intangibles, deposit accounts, money and goods of all description) whether or not such property is now or hereafter in the actual or legal or constructive possession of Agent, including but not limited to:

- (a) all records of Debtor wherever located, whenever existing or arising; and
- (b) the payment of funds in accordance with the Presidential Primary Matching Payment Account Act and all rights attendant thereto or in connection therewith with respect to the candidacy of Senator Glenn, including all of Debtor's rights therein arising out of Candidate's Assignment or otherwise; and
- (c) all of Debtor's right, title and interest in and to the direct mail solicitation/contributor lists used by Debtor, containing, among other things, the names and addresses of possible and actual contributors to Debtor as they exist as of the date hereof and are revised from time to time; and
- (d) present and future contributions and other property and money received by Borrower from any source, including without limitation the deposit account(s) maintained by Debtor at NS&T Bank, N.A.;

and if sold, exchanged, collected or otherwise disposed of, the proceeds thereof.

88040505559

DUPLICATE

P 6 2 2 4 3

Schedule 2

Debtor:

SHERROD BROWN  
SECRETARY OF STATE

Secured Parties:

John Glenn Presidential  
Committee Inc.  
444 N. Capitol Street, N.W.  
Washington, D.C. 20001

FEB 8 3 1978

Bank One, Columbus, N.A., as Agent  
100 East Broad Street  
Columbus, Ohio 43271  
Attn: Richard D. Headley

and others

2. SECURED PARTIES CONTINUED

0 AmeriTrust Company National Association

6 Bank One, Columbus, N.A.

5 BancOhio National Bank

5 The Huntington National Bank

all c/o Bank One, Columbus, N.A., Agent  
100 East Broad Street  
Columbus, Ohio 43271  
Attn: Richard D. Headley

3 8 0 4 0 5

PLEASE TYPE this form. Fill out along with the following instructions.

Remove Secured Party and Debtor's signatures and dates. Retain with attached office paper for filing officer. Balance filing fee.

When filing is to be with more than one Form UCC-3 may be placed over this set to avoid double typing.

If the space provided for any item(s) on the form is inadequate item(s) should be continued on additional sheets, preferably 8 1/2" x 11". Only one copy of additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on this paper that is convenient for the secured party.

If collateral is crops growing or to be grown, or timber to be cut, or minerals or the like, including oil and gas, or accounts resulting from the sale of minerals at the well or minehead to which the security interest attaches upon extraction, or goods which are or soon become fixtures, the financing statement must recite that it covers type of collateral and that it is to be included in the real estate records of the county in which the real estate is situated and must contain a legal description of the real estate. If the Debtor does not have an interest of record in the real estate, the name of the record owner or record lessee (see section 1309.39(B) of the Revised Code).

When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, with extra fee.

At the time of original filing, filing officer will return third copy as an acknowledgment. At a later date, secured party may date and sign the termination legend and third copy as a Termination Statement.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es)

John Glenn Presidential  
Committee, Inc.  
444 E. Capitol St., N.W.  
Washington, D.C. 20001  
Attn: Caroline Himes

2 Secured Party(ies) and Address(es)

Bank One, Columbus, N.A., Agent  
100 East Broad Street  
Columbus, Ohio 43271  
Attn: Richard D. Hestley  
(Cont'd. on Attached Schedule 2)

3 For Filing Officer  
(Date, Time, Number, and Filing Office)

RECORDED (FS)  
00548517  
Feb 15 3 32 PM '84  
PALMER  
FRANKLIN COUNTY  
RECORDER

4 This financing statement covers the following type(s) (or name) of property:

See attached Schedule 1

Check ☒ if covered:

☒ Products of Collateral are also covered

No. of additional sheets presented: 2

Filed with Franklin County Recorder

(USE WHICHEVER SIGNATURE LINE IS APPLICABLE)

By: John Glenn Presidential Committee, Inc.

By: Bank One, Columbus, N.A., Agent

By: [Signature] Signature(s) of Debtor(s)

By: [Signature] Signature(s) of Secured Party(ies)

Filing Officer Copy - Numerical

STANDARD FORM -  
UNIFORM COMMERCIAL CODE - UCC-1

Filing

This form of financing statement is  
approved by the Secretary of State

Revised, Am. S.B. 161, Eff.  
Anderson Publishing Co. Cincinnati, OH  
(Repr)



Schedule 1.

Debtor:

John Glenn Presidential  
Committee Inc.  
444 N. Capitol Street, N.W.  
Washington, D.C. 20001

Secured Parties:

Bank One, Columbus, N.A., Agent  
100 East Broad Street  
Columbus, Ohio 43271  
Attn: Richard D. Headley

and others

4. (Continued)

All of Debtor's interest in all of its property (including without limitation instruments, documents, chattel paper, contract rights, accounts, general intangibles, deposit accounts, money and goods of all description) whether or not such property is now or hereafter in the actual or legal or constructive possession of Agent, including but not limited to:

- (a) all records of Debtor wherever located, whenever existing or arising; and
- (b) the payment of funds in accordance with the Presidential Primary Matching Payment Account Act and all rights attendant thereto or in connection therewith with respect to the candidacy of Senator Glenn, including all of Debtor's rights therein arising out of Candidate's Assignment or otherwise; and
- (c) all of Debtor's right, title and interest in and to the direct mail solicitation/contributor lists used by Debtor, containing, among other things, the names and addresses of possible and actual contributors to Debtor as they exist as of the date hereof and are revised from time to time; and
- (d) present and future contributions and other property and money received by Borrower from any source, including without limitation the deposit account(s) maintained by Debtor at NS&T Bank, ;

and if sold, exchanged, collected or otherwise disposed of, the proceeds thereof.

RECORDED  
INDEXED  
FEB 15 3 32 PM '84  
FRANKLIN COUNTY  
DEAL

83040535562

Schedule 2

Debtor:

John Glenn Presidential  
Committee Inc.  
444 N. Capitol Street, N.W.  
Washington, D.C. 20001

Secured Parties:

Bank One, Columbus, N.A., as Agent  
100 East Broad Street  
Columbus, Ohio 43271  
Attn: Richard D. Headley  
  
and others

2. SECURED PARTIES CONTINUED

AmeriTrust Company National Association

Bank One, Columbus, N.A.

BancOhio National Bank

The Huntington National Bank

all c/o Bank One, Columbus, N.A., Agent  
100 East Broad Street  
Columbus, Ohio 43271  
Attn: Richard D. Headley

3804065563

464-6419

Uniform Commercial Code — REQUEST FOR INFORMATION OR COPIES — Form UCC-1

INSTRUCTIONS:

1. PLEASE TYPE this form. Fold only along perforation for mailing.  
Place "X" in appropriate box to designate whether this form is being used as a Request for Information on financing statements and statements of assignment on file, or as a Request for Copies of financing statements or statements of assignment on file.
2. If information or copies are to be requested from different filing officers, separate requests must be submitted to each filing officer.
4. FEES: REQUEST FOR INFORMATION — the fee is \$2.00, plus \$1.00 for each financing statement and for each statement of assignment reported filing officer.  
REQUEST FOR COPIES — the fee is \$1.00 per page for a copy of any filed financing statement or statement of assignment furnished filing officer.
5. After typing form, DETACH PART THREE and retain in your files as temporary record of submission of this request. If filing officer returns part with notation that an additional fee is required, submit this part THREE with payment of additional fee to insure proper credit.

REQUEST FOR INFORMATION OR COPIES — PRESENT IN TRIPLICATE TO Filing Officer:

DEBTOR(S) (Last Name First) and address(es):

PARTY REQUESTING INFORMATION OR COPIES:  
(Name and Address)

FOR FILING OFFICER USE

John Glenn Presidential  
Committee, Inc.  
(Any address)

Marion L. Wyatt  
Vorys Sater Seymour & Pease  
52 E Gay St  
Columbus, Ohio 43215

☒ INFORMATION  
REQUEST:

☐ COPY  
REQUEST:

Filing officer please furnish certificate showing whether there is on file as of February 15, 1984 5:00p any presently effective financing statement naming the above named debtor(s) and any statement of assignment thereof, and if there giving the date and hour of filing of each such statement and the name(s) and address(es) of each secured party(ies) therein. Enclose uniform fee of \$2.00. The undersigned party further agrees to pay to the filing officer, upon receipt of this certificate, the sum of \$1.00 each financing statement and each statement of assignment reported on the certificate.  
Filing officer please furnish exact copies of each page of financing statements and statements of assignment listed below, which are on file your office. Enclosed is fee of \$1.00 for each page requested.

Date

(Signature of Requesting Party)

*Marion L. Wyatt*

FILE NO.	DATE AND HOUR OF FILING	NAME(S) AND ADDRESS(ES) OF SECURED PARTY(IES)
1		
2		
3		
4		SEE CFT #9852 Attached hereto
5		

CERTIFICATE: The undersigned filing officer hereby certifies that:

☒ the above listing is a record of all presently effective financing statements and statements of assignment which name the above debtor(s) and are on file in my office as of February 16, 1984 at 8:30 AM

☐ the attached        pages are true and exact copies of all available financing statements or statements of assignment listed in above request.

☒ Additional

Fee Required \$ \$1.00

02/16/84  
(Date)

(Signature of Filing Officer)

*[Signature]*

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-11

TO BE RETURNED  
WITH COPIES OR INFORMATION

Anderson Publishing Co. Cincinnati, Ohio 45  
(Reprinted 8/8)

1/11/11

\$6.00 43215

[illegible]

### Deputy Recorder



February 8, 1984

Harlan Pomeroy, Esq.  
Baker & Hostetler  
818 Connecticut Avenue, N. W.  
Washington, D. C. 20006

Dear Mr. Pomeroy:

In connection with a Loan Agreement dated 2/8/84 between Bank One, Columbus, N.A. and certain other banks named in the Loan Agreement and the John Glenn Presidential Committee Inc., you have asked me to inform you with respect to certain exceptions to the warranties made by the Committee in its Loan Agreement.

These exceptions include the following:

1. The Committee has not filed, but is in the process of doing so, necessary applications for workmen's compensation coverage in some of those few states which do not recognize insurance coverage.

2. The Committee is in the process of reviewing and filing state withholding tax returns, principally with respect to employment taxes, in those states which require withholding.

3. A certain Matter Under Review (MUR 1617) has been instituted before the Federal Election Commission by Stephen A. Koczak, a candidate for nomination to be a candidate for the office of President of the United States against the Committee and numerous other parties, including the other Democratic candidates for the nomination. In the Committee's response thereto to be filed by February 14th, the Committee states that this complaint is frivolous and should be disposed of summarily by the Federal Election Commission.

4. The rent under the leases of the Committee's premise at 444 N. Capitol Street, N. W. in Washington, D. C. is delinquent in the amount of \$34,249.33. The landlord has demanded payment of this amount by 2/10/84 and stated that if payment is not received by that date, the landlord may seek possession of the premises.

5. I understand that a review of the UCC records at the office of the Recorder of Deeds of the District of Columbia indicates that on June 14, 1983 there was filed with American Airlines Inc. as the secured party and Adams & Associates Travel, Inc. d/b/a John Glenn Presidential Committee listed as the debtor, a financing statement for one Data General Dasher D-200CRT.

Harlan Pomeroy  
February 8, 1984  
Page Two

6. The Committee occupies real estate at its headquarters in Washington and elsewhere. While we do not have copies of all of the leases, we understand that these are generally short-term leases. No assignment of such leases to the lending banks can be perfected by the Committee without review of each lease and the state law involved, a task which we understand the banks are not requiring.

*Caroline D. Himes*

Caroline D. Himes

83040685567

INCUMBENCY CERTIFICATE

I certify that I am President of John Glenn Presidential Committee Inc., a District of Columbia not-for-profit corporation, and that the following are the principal officers of that corporation whose signatures appear after their names:

President

William R. White

Vice-President

Geoffrey L. Hockman

Secretary

Harlan Pomeroy

Treasurer

Robert A. Farmer

Assistant Treasurer

Geoffrey L. Hockman

Comptroller

Caroline Himes

William R. White  
William R. White

Dated as of February 9, 1984

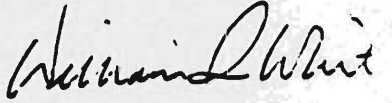
886655440638

INCUMBENCY CERTIFICATE

I certify that I am Vice-President of John Glenn Presidential Committee Inc., a District of Columbia not-for-profit corporation, and that the following are the principal officers of that corporation whose signatures appear after their names:

President

William R. White



Vice-President

Geoffrey L. Hockman

Secretary

Harlan Pomeroy

Treasurer

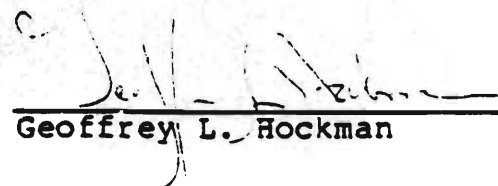
Robert A. Farmer

Assistant Treasurer

Geoffrey L. Hockman

Comptroller

Caroline Himes



Geoffrey L. Hockman

Dated as of February 9, 1984

83040685569



CERTIFICATE

This will certify that I am the Secretary of John Glenn Presidential Committee Inc., a non-profit corporation organized under the laws of the District of Columbia, and that the attached copy of certain Resolutions duly adopted by the Board of Directors on February 8, 1984, is a true and correct copy of certain actions taken by the Corporation's board of directors on that date.

February 8, 1984

Harlan Pomeroy

Attachment

8 3 0 4 0 6 5 5 7 0

## RESOLUTIONS

FURTHER RESOLVED, that the Corporation borrow money from Bank One, Columbus, N.A. ("Bank") and such other banks as may join in the loan in an amount to be negotiated and determined by the Corporation's officers but not in excess of \$2,500,000;

FURTHER RESOLVED, that a Loan Agreement dated as of February 8, 1984 by and between the Corporation and Bank and certain other named banks and the other agreements and documents referred to therein are authorized and approved;

FURTHER RESOLVED, that the appropriate officers of the Corporation are authorized to enter into such Agreement on behalf of the Corporation and to execute such agreements and documents;

FURTHER RESOLVED, that the Corporation borrow funds from Bank and the other named banks under such Agreement as determined from time to time by the President of the Corporation;

FURTHER RESOLVED, that the Corporation's officers are authorized and directed to take such action as they think appropriate to effectuate and carry out the foregoing resolutions.

88040585571

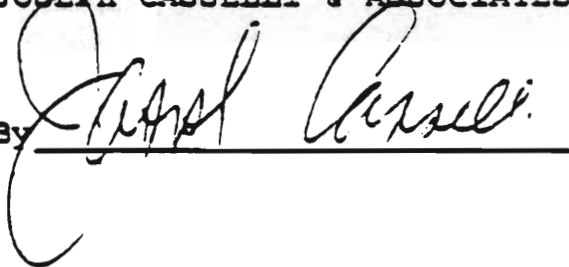
R E C E I P T

February 9, 1984

Pursuant to our letter to Mr. McCorkle dated February 8, 1984, this confirms receipt of a cashier's check in the amount of \$17,300, which constitutes payment of the premium and contemporaneous binding of the \$500,000 referred to in that letter and the Temporary Insurance Agreement for Senator Glenn referred to therein.

JOSEPH CASSELLI & ASSOCIATES

By

  
\_\_\_\_\_

83040585572



# JOSEPH CASSELLI & ASSOCIATES

1115 14th STREET, N.W. • WASHINGTON, D.C. 20004 • TEL. 602-2277

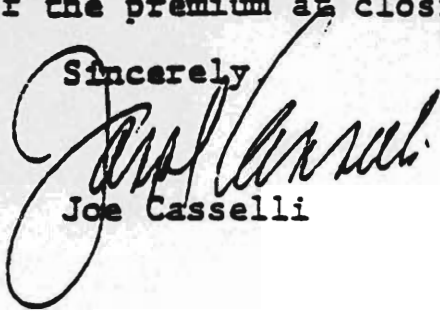
February 8, 1984

Lee McCorkle

Lee, enclosed are copies of the application and Temporary Insurance Agreement for Senator Glenn.

The Temporary Insurance Agreement will bind \$500,000 subject to payment of the premium at closing.

Sincerely

  
Joe Casselli

a  
Enclosure

38040685573



Important Notice: Answer all pertinent parts of all questions completely and accurately since the application is subject to Company Home Office approval. This is the basis of the insurance contract and will become part of any policy issued.

Insured's Full Name (Give title as Mr., Mrs., Dr., Rev., etc.) W. H. Glenn, Jr. Sex M Ins. Age 63 Born (mo-day-yr) 7-18-21 Place of Birth Cambridge, Ohio Soc. Sec. No. 27  
☐ Single ☒ Married ☐ Divorced ☐ Widowed ☐ Separate

Addresses  
Mail to: Home ☐ Present 8710 BELMONT Rd POTOMAC, Md. State MD Zip 20854  
Former (last 3 years)

Bus. ☒ Present U.S. SENATE Hart Bldg. WASHINGTON DC  
a) Occupation (Exact duties and years. If military—rank, pay grade, branch and estimated discharge date) SENATOR U.S. SENATE  
b) Employer's Name

Plan ART  
Init. Amt. \$ 2,500,000 or, if  
Adjust. Life, amt. purchased by  
premium of \$  
Death Benefit Option (Adjustable Life only)  
☐ Option 1 or ☐ Option 2  
Waiver of Premium\* (see note below)  
Accidental Death  
Regular Purchase Option  
Preferred Purchase Option  
Children's Term:  
Name(s) & Date(s) of Birth of Children

9. Beneficiary, for children's or spouse's insurance as provided in contract; for other insurance as follows, subject to policy's beneficiary provisions:  
(Name) (Relationship to Insured)  
BANK ONE, COLUMBUS, NA,  
as Agent as its interest may  
appear, balance to  
the John Glenn Presidential  
Committee, Inc.  
3rd  
if living, if not, executors or administrators of:  
☒ Insured ☐ Other (use Remarks)  
(Joint beneficiaries will receive equally or the survivor, unless otherwise specified.)

17. Purchase Option Election:  
(Do not use if increase to existing Adjustable Orig. Pol. No.)  
Is purchase made under Advance Plan?  
☐ Yes ☐ No If "Yes", Opt. Date:  
mo \_\_\_ day \_\_\_ yr \_\_\_  
Event: ☐ Marriage: mo \_\_\_ day \_\_\_  
Name of spouse  
☐ Birth or Finalized Legal Ac Child—

Name \_\_\_ Born: mo \_\_\_ day \_\_\_  
Date Adoption Finalized: mo \_\_\_ day \_\_\_

18. Attained Age Term Conversion:  
(Do not use if increase to existing Adjustable Orig. Pol. No.)

Yr. Renew Term Rider—Amt \$  
Spouse's Term Rider  
Units \_\_\_ Amt. (Adj. Life only)  
Spouse's Name  
Include maiden name, if female:  
mo \_\_\_ day \_\_\_ yr \_\_\_ Place \_\_\_

Has spouse smoked one or more cigarettes within the past 12 months? ☐ Yes ☐ No

Year Decreasing Term  
\$ \_\_\_ Init. Amt.  
☐ Mortgage Pro. ☐ Straight Line  
Bus. Exchange Rider ☐ Other

NOTE: Waiver of Premium automatically included on certain issues. On PG Elections and Term Conv. Waiver Premium must be specifically requested.)

Div. Option: (Applicable to Mutual of N.Y. policy only)  
☐ Additions ☐ 2 ☐ Cash  
☐ Reduce prem. ☐ 4 ☐ Deposits  
☐ OYT-Bal ded ☐ 6 ☐ OYT-Bal adds  
☐ OYT-Bal-reduce prem.  
☐ Supp. Pro. (MVP)

Automatic Premium Loan if available?  
☒ Yes ☐ No

Has insured smoked one or more cigarettes within the past 12 months?  
☐ Yes ☒ No

Spouse's Name 10/6 Wt. 193 lbs.

Will coverage applied for replace or change of life insurance or annuities?  
☐ Yes ☒ No

10. Flexible Plan settlement  
11. Rights—If Adult Insured REFER TO SEPARATE

During Insured's lifetime all rights belong to:  
☐ Insured ☐ Trustee (Complete 1550)  
☒ Other JOHN GLENN REC. Also give final rights holder, e.g. Insured or estate of "other": COMMITTEE INC. OF MD  
If conversion of term insurance to permanent insurance is desired, it shall be subject to all rights and interests of any assignee of original policy.

12. Rights—If Juvenile Insured  
Unless otherwise specified, during Insured's lifetime all rights belong:  
a) Before Insured's 21st birthday to the Applicant, if living, if not to

(Name) (Relationship)  
if living, if not to Insured.  
b) On and after Insured's 21st birthday to Insured.

13. Taxpayer I.D. No. for Rights holder (if other than insured)

14. Premium Frequency EPAN  
Adj. Life scheduled prem. amt. \$  
Amt. Paid \$ 17,300 ☐ None  
Have you received copy of Temporary Ins. Agreement? ☒ Yes ☐ No

15. Spl. Mkt. Type (HR10, 501(C)(3), etc.)  
G.A. method  
Plan No. (if established)  
Payroll Allot. Plan No. (if established)

16. Complete only if specific Policy Date

Date of \_\_\_  
☐ Term Policy mo \_\_\_ day \_\_\_  
☐ Term Rider mo \_\_\_ day \_\_\_  
☐ Other mo \_\_\_ day \_\_\_

b) Conv. Date  
(not later than date to which premiums are being paid)  
c) Any term balance remaining and conversion shall be  
☐ continued, if allowed ☐ discontinued

19. FOR WAIVER OF PREMIUM for C  
Is the insured now performing all the duties of his or her regular occupation on a full-time basis at the usual place of business?  
☐ YES ☐ No  
If "No," explain in "Remarks". Include last full-time work.

20. FOR HOME OFFICE USE ONLY  
Office corrections and amendments after the application was signed are to be made either in this space or on a separate sheet requiring signed ratification.

ORDER'S NAME

**UNDERWRITER'S CERTIFICATION—COMPLETE ALL QUESTIONS CAREFULLY—INCOMPLETE ANSWERS MAY CAUSE DELAY**

Plans of Insurance in force on insured.		DISABILITY INCOME	INSURANCE	ACCIDENTAL DEATH	PERSONAL OF BUSINESS
ISSUE YEAR	COMPANY				
	UKN				

Insured (Applicant if insured is dependent)  
 Worth \$ 1,550,000 EST.  
 Annual income \$ 65,000  
 Sources of income? 2nd  
 Annual cost of insurance owned and applied for  
17,100  
 To what day premiums? PREP COMMITTEE  
 Premium Quoted  
PREP premium quoted 57,700  
 Street Prem Disc. quoted on insd? Yes ☒ No  
 Adjust Life Only quoted on spouse? Yes ☐ No  
 With PREP premium quoted \$  
 Name  
 Life Insurance COO Issues only—Choose one:  
 Application to Adjust Life Policies)  
 Priority after underwriting completed  
 Issue policy prior to final underwriting release  
 Is insured a citizen of the U.S. or Canada? Yes ☒ No  
 Date of Entry and type of visa.  
 In the presence of the Primary Insured have you asked  
 the agent on the application exactly as written and  
 get the answers completely and accurately?  
Yes ☒ No ☐ (If "No", explain in Remarks)  
 Have you seen each person proposed for coverage  
Yes ☒ No ☐ (If "No", explain in Remarks)  
 Height and weight stated by the insured appear  
Yes ☒ No ☐ (If "No", explain in Remarks)

8. Do you know of any reason why anyone proposed for insurance might not qualify for insurance at standard premium rates? (Consider health, occupation, finances, character, habits, reputation, mode of life, avocations.)  
☒ Yes ☐ No (If "Yes", explain in Remarks)  
 9. Phone No. where Primary Insured can be contacted:  
 Area Code 1  
 Preferred calling time AM PM  
 10. Does this application involve replacement or change of existing Life, Health Insurance or Annuities? ☐ Yes ☒ No  
 (Include replacement forms if appropriate)  
 11. Was medical examination arranged? ☒ Yes ☐ No  
 If "Yes", Date: 2-7-84 ☒ Paramedical  
☒ GIONY Examiner Class Irregular  
 12. If required due to amount, have you arranged for:  
☒ ECG ☐ Exercise ECG ☐ X-Ray ☒ 2nd Exam  
 13. If any of (a) or (b) following is answered "Yes", please furnish the requested information in Remarks or a supplementary letter. (For applications of \$100,000 or more be sure to review page 8 of Large Life Case Expediting Guide before submission).  
 a) Is this business insurance? ☐ Yes ☒ No  
 If "Yes" explain (i) purpose, (ii) how amount was determined, (iii) details of coverage issued or applied for on other members of the firm, (iv) if not all members are covered, why not.  
 b) Is this creditor insurance? ☒ Yes ☐ No  
 If "Yes" explain (i) purpose of loan, (ii) date made, (iii) initial loan amount, (iv) terms of repayment.

14. If Child, Term Rider requested: is any child to be a foster child? ☐ Yes ☒ No  
 15. Type of Sale  
☐ Personal Insurance:  
 Single Need: Total Needs (incl. CNA) Other:  
☒ Business Insurance:  
☐ Deferred Comp./Salary Cont. ☐ Keyman  
☐ Buy Sell ☐ Split Dollar  
☐ 303-Redemption  
 Tax Market:  
☐ HR10: Section 79  
☐ RLR ☐ (other)  
 Estate Planning:  
☐ Conservation/Liquidity ☐ Charitable/Family Gift  
☐ Estate Creation  
 Prime Financed, Market Class  
 16. Source of Sale (Person to be insured):  
 1. Current Policyowner  
 2. Immediate family of Policyowner  
 3. Referred lead from Policyowner  
 4. ☒ None of above (explain in Remarks)  
 17. This is a corollary sale from:  
 1. Group ☐ 3 Group  
 2. Association ☐ 4 None  
 18. Is the person to be insured a student? ☐ Yes ☒ No  
 (Anyone 15 years or older attending (a) a secondary school or (b) accredited college or university and taking more credit hours per semester)

13 (b) BANK ONE & PARTICIPATING BANKS LOAN 2,500,000 TO PREP  
 NOTICE & MAIL TO: JOHN STENN PREP COMMITTEE INC.  
 444 N. CAPITAL ST. WASH DC 200  
2-7-84  
X-166104  
 Submitting Field Underwriter

Agent or Manager or Sales Manager (required if Field Underwriter has not been granted the Non-Medical privilege) Were you present when this application was written?  
☒ Yes ☐ No  
 Have you reviewed the application with the Field Underwriter and are you convinced he/she asked all questions as printed and recorded answers as given? ☒ Yes  
 Name Sales Mgr. Mgr. Signature X

Licensed Field Underwriter(s) Entitled to Commission (Print)					
NAME (Print First Initial Last Name)	CODE	SUFFIX	CONT. TYPE	COMM SPLIT	AGENCY CODE
ASSELL	51929			100	

COMPLETED BY AGENCY ADMINISTRATIVE PERSONNEL  
 Record PREP AGC. NO. PREP Suffix PREP  
 Credit (if other) PREP % Credit PREP  
 Name of Premium Payer PREP  
 Premium requested, approximate amount of insurance \$ PREP  
 Estimated Commissions \$ PREP  
 Estimated Premium \$ PREP  
 Field Underwriter Contract Date PREP Yes ☒ No ☐  
 Properly Licensed in State Application Signed?  
 Has Non-Medical Privilege?  
 Was APS Ordered?  
 Date Submitted to H.O. PREP

Reference To App. #15) PREP I certify above data is correct and complete X  
 Administrative Person

PREP TO PREP PD TO PREP AMT PREP MODE PREP  
 HAVE YOU ANY RECORD OF AN ASSIGNMENT OR RELEASE OF ANY ASSIGNMENT WITHIN PAST 60 DAYS? No ☐ Yes ☐ DATE PREP  
 PREP TO H.O. & ENCLOSURES

APPLICATION FOR JOHN H. GLENN, JR.

11. Rights - If Adult Insured...

JOHN GLENN PRESIDENTIAL COMMITTEE, INC. OR ITS  
SUCCESSORS, JOINTLY WITH BANK ONE COLUMBUS, NA  
AGENT OR ITS SUCCESSORS.

DUPLICATE PREMIUM NOTICES TO...

JOHN GLENN PRESIDENTIAL COMMITTEE, INC.,  
444 NORTH CAPITAL STREET  
WASHINGTON, D.C. 20001

AND ...

BANK ONE COLUMBUS, NA    ATTN: LOU NOBILE  
100 EAST BROAD STREET  
COLUMBUS, OHIO 43215

93040685576

of Application To:

☒ The Mutual Life Insurance  
Company of New York

☐ MONY Life Insurance  
Company of America

Complete this Part if Additional Space is Required for Details of the Questions in the Other Parts of the Application.

Person's Name \_\_\_\_\_

(Please Print)

Details of "Yes" answers to questions 21 through 24 in Part I Continued.

Person Details including names and addresses of physicians or hospitals.  
Dates, conditions, duration, frequency, medication, treatment and results of exams and special tests.

Remarks: (Include details (part of application, question no., name of person, company, date, amt., etc.) for each question indicated)

19

at ☒ Insured

Signature of  
Insured

Witnessed by:  
Underwriter (Licensed Resident Agent)

100

X John Glenn  
X Wm. L. White, President  
X

### AUTHORIZATION AND ACKNOWLEDGMENT FORM

I authorize you to evaluate my eligibility for insurance I authorize:

any physician or other medical practitioner, hospital, clinic, insurer, MIB, Inc. or any other organization or person that has records or knowledge of my health to give such information to The Mutual Life Insurance Company of New York or any of its insurance subsidiaries (or any supporting agency acting on their behalf). This may include findings on medical care, psychiatric or psychological care or examination, drug, alcohol use history, any disability I might have had, or surgery as they apply to me or any of my children who are to be insured.

The Mutual Life Insurance Company of New York or any of its insurance subsidiaries to obtain a consumer or investigative consumer report on me or any of my children who are to be insured.

I understand that all or part of this information may be sent to MIB, Inc. It may also be used by any of our reinsurers, employees or contractor authorized to participate in handling this insurance transaction.

I understand that my written consent will be needed before any information described above is given to any party not referred to on this form. My consent must be given on a form which states the new use of the information, or why it is needed. I know that I have a right to get a copy of this form.

A photocopy of this form will be as valid as the original. This form will be valid for two years from the date shown below.

I have been given a copy of "Privacy Protection in Underwriting," including notices regarding Consumer Reports and MIB, Inc.

Signature of Proposed Insured  
If insured is under age 18, Signature of  
Parent, Guardian or Person liable for Child's Support

Signature of Spouse  
If insurance coverage is requested on the spouse

Signature of Underwriter

X John Glenn  
X Wm. L. White  
X



REMARKS:

21 thru 24 Must Be Answered—Except for Purchase Option Elections & Term Conversions Where No Excess Amount Involved

21. a) Within the past 2 years has any person proposed for insurance, so far as you know:  
 (i) been convicted of two or more moving violations or driving under the influence of alcohol or drugs or had a driver's license suspended or revoked? ☐ Yes ☒ No  
 (ii) engaged in piloting of an aircraft, parachuting, hang gliding, ballooning, motorized racing or underwater diving below 60 feet? ☒ Yes ☐ No  
 b) So far as you know, does any such person intend to engage in any activity in (ii) in the future? ☒ Yes ☐ No  
 (If "Yes" to any of 21, submit 3375).

22. Has any person proposed for insurance, so far as you know, (underline the applicable item and give details below for all "Yes" answers)  
 a) ever had heart trouble, heart murmur, chest pain, stroke, high blood pressure, diabetes, cancer or tumor? ☐ Yes ☒ No  
 b) during the past 5 years had any illness, surgery or injury requiring treatment by a physician, hospital or other medical facility? ☐ Yes ☒ No  
 c) during the past 5 years been treated by a physician, counselor, psychologist, hospital or clinic for mental or emotional trouble, neurological disorder or the use of alcohol or drugs? ☐ Yes ☒ No  
 d) during the past 2 years had a physical exam? ☒ Yes ☐ No

23. So far as you know, is any person proposed for insurance receiving special training because of physical or mental disability, or unable to participate actively in work, school or perform normal activities? (If "Yes", indicate details below) ☐ Yes ☒ No

24. Complete if Insured is now under:  
 a) State total amount of insurance in the life of applicant or child's parent: \$  
 b) Are any other children in the family for a lesser amount? ☐ Yes ☒ No  
 (If "Yes" give details below)

Quota #	Person	Details including names and addresses of physicians or hospitals. Dates, conditions, duration, frequency, medication, treatment and results of exams and special tests
2 (1)	ROUTINE	Physical Exam - P3 - L.R. City - Adm. City 131st St. Wash. D.C. Ph # 262-26

I represent the statements and answers in this and in any other part of this application to be true and complete to the best of my knowledge and belief. I offer them to the Company to induce it to issue the policy or policies and to accept the payment of premiums thereunder.

I agree that:

1. Payment of the first premium (if after the date below) will mean that I represent that such statements and answers would be the same if made at the time of such payment.
2. No one but an executive officer of the Company may:
  - (a) accept information not contained in the application;
  - (b) change any contract or waive any of its provisions.

3. If a policy is issued exactly as applied for and any required cost has been received, the policy will take effect on the date we authorize its delivery. If a policy is issued either (a) other than as applied for, or (b) exactly as applied for but any required cost remains unpaid, the policy will take effect on the date it is delivered, provided its delivery and payment of any required cost are made while each person to be insured is living. But, in any case, a policy will not take effect for any of these situations before the date indicated: (a) if a Purchase Option is being elected (Question 17), the policy will not take effect before the Option Date; (b) if a Term Conversion is being exercised (Question 18), the policy will not take effect before the Conversion Date; (c) if the Company receives an official military verification of a Government Allotment

authorization in lieu of cash, the Policy will take effect before its Policy Date. "Required cost" in the case of a Purchase Option election or a Term Conversion is the first full premium. In any other case, "cost" is the amount necessary to put policy in force.

4. Acceptance of any policy issued with any correction in or amendment to the application noted by the Company in the copy of the application attached to this will be sufficient notice of the change in the laws where the application is made require, any change of amount, class, age at issue, plan of insurance or benefit must be ratified in writing.

Dated at (City and State) Columbus, Ohio on 2-7 1961

Signature of Insured X John Glenn

Signature of Spouse (if to be insured)

Signature of Applicant (if other than Insured), who agrees to be bound by the representations and agreements in this and in any other part of this application. In the case of the exercise of a purchase option election or a conversion privilege, applicant means the owner of such right (if other than the Insured).  
X William L. White, President  
 John Glenn Presidential Committee, Inc.

Applicant's Signature

Applicant's Address

**TEMPORARY LIFE INSURANCE AGREEMENT**

(Subject to all of the provisions below)

Attention to:

(Check one Company—cross out the other)

☒ **The Mutual Life Insurance Company of New York**☐ **MONY Life Insurance Company of A.**

We, "us" and "our" refer to the insurance company.

**RECEIPT**We received \$ 17,300 on the date of this Agreement from the proposed insured or applicant in connection with an application for a life insurance policy made to us on 2-7, 19 64 (the application date).☐ If this box is checked, we received an official military verification of a Government Allotment authorization in the amount shown above, in lieu of cash. (See Verified Government Allotment Authorization section on reverse side.)**AGE, HEALTH AND WORK QUESTIONS**

Nothing in this section applies—and questions should not be answered—for Purchase Option Elections and Term Conversions where no excess amount is involved.

A. Is the proposed insured under 15 days of age or over age 70 (nearest birthday)? ☐ YES ☒ NO

B. Has any person proposed for insurance:

1. Within the past 90 days, consulted a physician or other medical practitioner and been advised to have:

(a) any diagnostic test which:

(i) has not yet been performed? ☐ YES ☒ NO(ii) has been performed but the results of the test are not yet known to such person? ☐ YES ☒ NO(b) any surgery not yet performed? ☐ YES ☒ NO2. Within the past 2 years, been treated for heart trouble, stroke or cancer, or had such treatment recommended by a physician or other medical practitioner? ☐ YES ☒ NO

C. Any adult proposed for insurance not performing one or more of the duties of his or her

occupation on a full-time basis at the usual place of business? (For a non-working adult who is a homemaker, homemaking is considered the regular occupation.) ☐ YES ☒ NO

If any of A or B, or C (for an adult proposed for insurance), is answered YES or LEFT BLANK, no Field Underwriter or other person is authorized to accept money, and NO INSURANCE will take effect under this Agreement.

Be sure to read all of the provisions on the reverse side before signing.

If the application has been completed prior to the date of this Agreement, the undersigned(s) hereby reaffirm that the statements and answers in that application would be the same if made on the date of this Agreement.

THE UNDERSIGNED(S) HAVE RECEIVED A COPY OF AND HAVE READ BOTH SIDES OF THIS AGREEMENT AND DECLARE THAT THE ANSWERS ARE TRUE AND COMPLETE TO THE BEST OF THE KNOWLEDGE AND BELIEF OF THE UNDERSIGNED(S), WHO UNDERSTAND AND AGREE TO ALL OF THE TERMS OF THE AGREEMENT.

Agreement Dated at (City and State) Columbus, Ohio on 2-7, 19 64Signature of proposed insured X John Glenn

Signature of Applicant (if other than proposed insured) who agrees to be bound by the representations and agreements in this and any other part of this application.

X William L. White, President

(Name)

(Relationship)

JOHN GLENN PRESIDENTIAL COMMITTEE, INC.  
444 N. CAPITOL ST. WASHINGTON, DC 2

(Complete Address of Applicant)

Countersigned by  
Field Underwriter (Licensed Resident Agent)

1 of Application To: (Check one Company—cross out the other)

☒ The Mutual Life Insurance Company New York

☒ MONT Life Insur Company of Am

NAME  
(Print)

JOHN H. KLENN, JR.

APPLICATION OR POLICY NO

### MILITARY SERVICE RECORD

Complete if for medical reasons you have been deferred from service with the Armed Forces or separated, discharged or rejected.

Were you rejected ☐ deferred ☐  
discharged from Service? ☐ Year \_\_\_\_\_  
for what reason? \_\_\_\_\_

3) Have you received or applied for a  
Government disability rating? ☐ Yes ☐ No  
If "Yes", cause of disability \_\_\_\_\_

4) Monthly payment awarded \_\_\_\_\_  
Are you currently receiving disability  
payments? .. Yes

Classification \_\_\_\_\_

Degree of disability \_\_\_\_\_ %

### AVIATION

CIVILIAN FLYING—Have you ever flown in  
an aircraft as a pilot or crew member or  
do you intend to do so? ☒ Yes ☐ No

(If "Yes", complete the following:)

At what capacity? Pilot ☒ Other ☐

Specify \_\_\_\_\_

b. Type of aviation license or certificate now  
held (or in training for)? Student \_\_\_\_\_  
Private ☐ Commercial ☒ Other ☐  
Date of issue? 1956 Do you intend  
to renew? Yes If none held,  
probable date of issue? \_\_\_\_\_

c. Date of last flight as pilot? 1-84  
As crew member? \_\_\_\_\_

d. Total number of hours flown  
as pilot? 2,650

e. Have you ever done any test flying, or  
do you intend to do so? Yes \_\_\_\_\_  
(If answered "Yes" explain under Remarks)

Hours flown or to be flown in each category:

CATEGORY	HOURS FLOWN PAST 12 MONTHS	PROBABLE FLYING HOURS NEXT 12 MONTHS
<input checked="" type="checkbox"/> Scheduled airlines		
<input type="checkbox"/> Owner-owned plane for business transportation		
<input type="checkbox"/> Private (for pleasure or business)	<u>160 HRS</u>	<u>80</u>
<input type="checkbox"/> Scheduled airlines		
<input type="checkbox"/> Other		
<input type="checkbox"/> As instructor		
<input type="checkbox"/> As Civilian Flying (Explain under "Remarks" below)		

MILITARY FLYING—Have you ever engaged  
military flying as a pilot or crew member, or  
do you intend to do so? ☐ Yes ☐ No  
(If "Yes", complete the following:)

Specify your duty assignment (such as pilot,  
navigator, etc.) \_\_\_\_\_

b. Specify type of aircraft (such as fighter,  
transport, helicopter, etc.) \_\_\_\_\_

c. Type of propulsion?  
Jet ☐ Propeller Driven ☐ Other ☐  
(If "Other", explain under "Remarks" below)

d. Hours flown past 12 months? \_\_\_\_\_

Probable for next 12 months? \_\_\_\_\_

e. Date of last flight? \_\_\_\_\_  
f. Have you ever done any test flying, or do  
you intend to do so? Yes \_\_\_\_\_  
(If answered "Yes" explain under Remarks)

REMARKS:

Which of the following do you prefer,  
if necessary under the Company's rules?

☒ Full aviation coverage for face amount at an extra premium.  
☐ Restricted aviation coverage without extra premium.

City and State: Columbus, Ohio

on 2-7 1958

Signature of Person Insured

Signature of Agent  
By \_\_\_\_\_  
Agent (Licensed Resident Agent)

Signature of Applicant  
(Other than Person Insured)



#### **AMOUNT OF COVERAGE — \$500,000 MAXIMUM**

The amount of coverage for any person covered by temporary insurance under this Agreement will be the lesser of: (a) the amount applied for on that person in Question 4 of the application, including any amount payable under the terms of any additional benefit riders; and (b) \$500,000.

If any insurance becomes payable under this Agreement, we will deduct from those proceeds any amount needed to pay the cost of that insurance. Any part of the payment acknowledged in RECEIPT which is in excess of the amount needed to pay the cost of any insurance becoming payable under this Agreement will be refunded.

#### **DATE COVERAGE STARTS**

Any temporary insurance under this Agreement will start on the latest of:

- The date of this Agreement.
- Any specific policy date requested. (This does not apply to a request for special term insurance.)
- The Option Date, for any Purchase Option Election requested in the application.
- The Conversion Date, for any Term Conversion requested in the application.

#### **CHANGE IN INSURABILITY**

Any change in insurability after the later of the dates in (a) and (b) below will not be considered by us in determining any person's insurability under the policy applied for:

- the date of this Agreement;
- if any medical exams and tests are initially required by our published rules, the date of completion of the last of those exams and tests.

#### **DATE COVERAGE ENDS — 90 DAY MAXIMUM**

- Temporary insurance under this Agreement will end automatically on the earliest of:
    - the date a policy issued exactly as applied for, the date the policy takes effect. The policy will replace the temporary insurance.
    - For a policy issued other than as applied for, the earlier of: (a) the date the policy takes effect; and (b) the 15th day after we authorize the policy for delivery. The policy will replace the temporary insurance.
  - The date any policy issued under the application is refused by the applicant.
  - The 30th day after the date of this agreement if the last of any medical exams and tests initially required by our published rules is not completed.
  - 15 days after the date we send notice to the proposed Insured that the application is declined.
  - In any case, the 90th day after the application date.
- The payment acknowledged in RECEIPT will be refunded (without interest) if any temporary insurance under this Agreement ends (other than because of death) without a policy replacing it.

#### **VERIFIED GOVERNMENT ALLOTMENT AUTHORIZATION**

The furnishing of an official military verification that a Government Allotment authorization in the amount of the first full premium has been made and is being processed will be deemed equivalent to cash, but only if: (a) the first allotment payment is received by us within the ordinary time for processing; and (b) in any case, not later than 90 days from the date of the application.

#### **CONDITIONS PRECLUDING COVERAGE UNDER THIS AGREEMENT**

- Insurance will take effect under this Agreement if any of the following applies:
  - Any material misstatement or answer is made in the application or in this Agreement.
  - The check, draft or money order submitted as payment cannot be collected for payment.

#### **TERMS, CONDITIONS AND LIMITATIONS**

The temporary insurance under this Agreement is subject to the terms, conditions and limitations of the policy applied for, including any additional benefit riders, and to the terms of this Agreement.

No insurance will take effect under this Agreement if the proposed Insured's death results from suicide.

If the above applies, our liability will be limited to a refund of any payment made.

There is no insurance under this Agreement if a policy which replaced it is returned under the terms of its "free look" provision.

WE ARE AUTHORIZED TO WAIVE OR MODIFY ANY OF THE PROVISIONS OF THIS AGREEMENT.



**BAKER & HOSTETLER**

ATTORNEYS AT LAW

816 CONNECTICUT AVE., N.W.  
WASHINGTON, D. C. 20006

(202) 691-1500

TELECOPIER (202) 697-9010

February 8, 1984

IN CLEVELAND, OHIO  
3200 NATIONAL CITY CENTER  
CLEVELAND, OHIO 44114  
(216) 621-6800  
TWX 610 421 6376

IN COLUMBUS, OHIO  
100 EAST BROAD STREET  
COLUMBUS, OHIO 43215  
(614) 226-1541

IN DENVER, COLORADO  
SUITE 1100, 303 EAST 17TH AVENUE  
DENVER, COLORADO 80202  
(303) 661-6600

IN ORLANDO, FLORIDA  
880 CNA TOWER  
ORLANDO, FLORIDA 32801  
(305) 641-1111

WRITER'S DIRECT DIAL NO.:

(202) 661- 1543

Bank One, Columbus, N.A., Agent  
100 East Broad Street  
Columbus, Ohio 43271-0121

Re: Line of Credit by Bank One, Columbus, N.A.,  
et al. to John Glenn Presidential Committee Inc.

Gentlemen:

In my letter to Richard D. Headley of February 2, 1984 I reviewed the general terms of a proposed line of credit to the John Glenn Presidential Committee Inc., and reached certain conclusions in that letter.

This will advise you that I have reviewed the proposed Loan Agreement of February 8, 1984 and related documents and that in my view the terms of the proposed line of credit are within the standards set forth in my letter of February 2, 1984. Each of the lending banks including your bank may treat my letter of February 2, 1984 as if it were addressed to each such bank as of February 8, 1984.

Very truly yours,

  
Harlan Pomeroy

HP:md

# BAKER & HOSTETLER

ATTORNEYS AT LAW

610 CONNECTICUT AVE., N.W.

WASHINGTON, D. C. 20006

(202) 661-1500

TELESCOPIER (202) 667-0010

February 2, 1984

IN CLEVELAND, OHIO  
3200 NATIONAL CITY CENTER  
CLEVELAND, OHIO 44114  
(216) 621-0800  
TWX 610 421 6375

IN COLUMBUS, OHIO  
100 EAST BROAD STREET  
COLUMBUS, OHIO 43215  
(614) 228-1841

IN DENVER, COLORADO  
SUITE 100, 303 EAST 17TH AVENUE  
DENVER, COLORADO 80203  
(303) 661-0600

IN ORLANDO, FLORIDA  
880 CNA TOWER  
ORLANDO, FLORIDA 32802  
(305) 241-1111

WRITER'S DIRECT DIAL NO.:

(202) 661-1543

Mr. Richard D. Headley  
Bank One, Columbus, N.A.  
100 East Broad Street  
Columbus, Ohio 43271-0121

Re: Line of Credit by Bank One, Columbus, N.A., et al.  
to John Glenn Presidential Committee Inc.

Dear Mr. Headley:

We are acting as counsel to John Glenn Presidential Committee Inc. ("Committee") in connection with a Proposal to Bank One Corporation for a Line of Credit ("Proposal") to be extended to the Committee by Bank One, Columbus, N.A. and certain additional banks ("Bank"). This letter is furnished at the request of the Bank as an inducement to proceed with the formalities of implementing the Proposal.

I understand that the loan will be secured by a security interest in the Committee's assets including:

1. its mailing lists;
2. outstanding transportation billings;
3. excess security deposits for telephone and office space;
4. future outstanding matching funds entitlements; and
5. a life insurance policy covering Senator Glenn in a face amount sufficient to secure the outstanding debt.

In addition, 15 supporters of Senator Glenn who have proven fund-raising experience and substantial personal resources have signed letters indicating that they will use their best efforts to raise money to pay off the loan in the event the Committee is not able to do so in the course of its normal operations. Senator Glenn is also committed to use his best efforts to the same end.

Mr. Richard D. Headley  
February 2, 1984  
Page Two

In addition the Committee is fully cognizant of the possibilities expressly authorized by FEC Regulations (11 CFR §9034.8) to carry out joint fundraising activities with other candidates in a joint debt retirement effort in a way which allows contributors who have previously reached the maximum contribution limit to contribute to debt retirement.

The Committee is also aware of prior practices involving the Democratic party whereby unsuccessful candidates are in a position to have the successful candidate and the Democratic National Committee assume portions of outstanding indebtedness in order to free the unsuccessful candidate to participate in the fall campaign (e.g., Jimmy Carter's assumption of a substantial portion of Senator Kennedy's liabilities in 1980 in order to enable Senator Kennedy to campaign for President Carter).

It is my opinion that a loan of \$2,000,000 by Bank to the Committee (with a standby commitment of \$500,000) under the terms and circumstances described in this letter and upon the approval, execution, delivery and filing of appropriate documents would not constitute a contribution or expenditure under the Federal Election Campaign Act of 1971, as amended, (2 USC §431(8)(B)(vii); 11 CFR §100.7(b)(11)), assuming that the loan complies with applicable banking laws, that the loan bears the usual and customary interest rate of the Bank for the category of loan involved, that the loan is evidenced by a written instrument, and that the loan is subject to a due date or amortization schedule.

Furthermore, the terms and circumstances of this loan satisfy a higher number of FEC criteria for judging a loan to be within the ordinary course of business than those relating to the loans subject to Matter Under Review 216 (dated 6/6/77). All the elements in MUR 216 are present in this loan plus the following factors: (1) there are several other security interests created including interests in the Committee's assets and anticipated federal matching funds; (2) a reasonable expectation of repayment is justifiable in that (a) Senator Glenn will retain his Senate seat if he is unsuccessful in his bid for the Presidency, (b) the Committee has submitted a detailed Debt Retirement Plan based on Senator Glenn's demonstrated reputation as a fundraiser, and (c) Senator Glenn's Committees have demonstrated a willingness and capacity to repay a substantial bank loan; (3) the loan has a due date (demand note); and (4) normal channels were used at Bank in applying for the loan and in the Bank's consideration of the application.

Very truly yours,

*Harlan Pomeroy*  
Harlan Pomeroy

# BAKER & HOSTETLER

TO: William R. White

**DATE:** February 2, 1984

**FROM: Jan W. Baran**

**SUBJECT: Joint Fundraising by Candidates for Nomination  
for President**

You have requested this memorandum to inform you of Federal Election Commission ("FEC") rules regarding joint fundraising efforts by two or more candidates for nomination for President.

Subsequent to the 1980 presidential elections, the FEC promulgated new regulations governing the financing of campaigns for nomination for President pursuant to the Presidential Primary Matching Payment Account Act.<sup>1/</sup> These revised regulations, currently in effect for the 1984 campaign, include a section specifically pertaining to joint fundraising.<sup>2/</sup> The FEC permits joint fundraising by presidential primary candidates who receive federal matching funds.<sup>3/</sup> The proceeds of such joint fundraising efforts may be submitted to the FEC for matching purposes<sup>4/</sup> and can be used to defray the candidate's expenses and debts.<sup>5/</sup>

The joint fundraising may be conducted by a participating campaign committee or by a separate political committee established solely as a joint fundraising committee.<sup>6/</sup> The

1/ 29 U.S.C. §§ 9031-9042 (1982), Pub. L. No. 93-443,  
88 Stat. 1297 (1974), as amended by the Federal Election  
Campaign Act Amendments of 1976, Pub. L. No. 94-283,  
90 Stat. 475 (1976).

2/ 11 C.F.R. § 9034.8 (1983) (copy attached).

3/ Id. § 9034.8(a)(1).

4/ Id. § 9034.8(a)(2)(i).

5/ Id. § 9034.8(a)(2)(ii)-(v).

6/ Id. § 9034.8(b).



Memo to Mr. White  
February 2, 1984  
Page Two

participants must establish a formula for allocating each contribution jointly received in advance.<sup>7/</sup> If a contributor's contribution exceeds the maximum lawful contribution limit with respect to a participating candidate, that portion of the contribution may be reallocated among the other participating candidates.<sup>8/</sup> Contributions similarly may be reallocated with respect to any contribution or portion thereof to a participant who has retired all campaign debts.<sup>9/</sup>

Joint fundraising of this sort is expressly provided to candidates whose campaigns are in a debt position.<sup>10/</sup> It is a means by which candidates can assist each other by encouraging their respective supporters, particularly those who have contributed the maximum legal contribution to one candidate, to contribute to a joint effort for the mutual benefit of all candidates. This was successfully accomplished in 1980 by various Republican presidential candidates, including Senators Baker and Dole, Congressman Crane, Mr. Fernandez and former Governors Reagan and Connolly. These candidates formed a joint fundraising committee, the 1980 Republican Presidential Unity Committee ("Unity") (copy of FEC Final Audit Report attached). Unity raised \$1.395 million dollars which was shared by all the candidates, except Reagan (whose campaign ended in a surplus financial position). The proceeds, combined with federal matching funds enabled remaining candidates to retire all their debts, except for Connolly who chose not to receive federal matching funds.

The current regulations were promulgated in anticipation that candidates would utilize joint fundraising in 1984.<sup>11/</sup>

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<sup>7/</sup> Id. § 9034.8(c)(1).

<sup>8/</sup> Id. § 9034.8(c)(3)(i)(D).

<sup>9/</sup> Id. § 9034.8(c)(3)(ii).

<sup>10/</sup> Id.

<sup>11/</sup> FEC Explanation and Justification of § 9034.8, reprinted in Fed. Election Camp. Fin. Guide (CCH) ¶ 1510 at 1838 (1983).

**BAKER & HOSTETLER**

**ATTORNEYS AT LAW**

**818 CONNECTICUT AVE., N.W.**

**WASHINGTON, D. C. 20006**

**(202) 661-1800**

**TELESCOPIER (202) 661-6610**

**February 8, 1984**

**IN CLEVELAND, OHIO**  
**3800 NATIONAL CITY CENTER**  
**CLEVELAND, OHIO 44114**  
**(216) 621-0200**  
**TWX 910 461 8375**

**IN COLUMBUS, OHIO**  
**100 EAST BROAD STREET**  
**COLUMBUS, OHIO 43215**  
**(614) 226-1841**

**IN DENVER, COLORADO**  
**SUITE 100, 303 EAST 17TH AVENUE**  
**DENVER, COLORADO 80203**  
**(303) 661-0000**

**IN ORLANDO, FLORIDA**  
**850 CNA TOWER**  
**ORLANDO, FLORIDA 32802**  
**(305) 661-1111**

**WRITER'S DIRECT DIAL NO.:**

**(202) 661- 1543**

**Bank One, Columbus, N.A., Agent**  
**100 East Broad Street**  
**Columbus, Ohio 43271-0121**

**Re: Line of Credit by Bank One, Columbus, N.A.,**  
**et al. to John Glenn Presidential Committee Inc.**

**Gentlemen:**

In my letter to Richard D. Headley of February 2, 1984 I reviewed the general terms of a proposed line of credit to the John Glenn Presidential Committee Inc., and reached certain conclusions in that letter.

This will advise you that I have reviewed the proposed Loan Agreement of February 8, 1984 and related documents and that in my view the terms of the proposed line of credit are within the standards set forth in my letter of February 2, 1984. Each of the lending banks including your bank may treat my letter of February 2, 1984 as if it were addressed to each such bank as of February 8, 1984.

**Very truly yours,**

**Harlan Pomeroy**

**HP:md**

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FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

February 26, 1981

MEMORANDUM

TO: FRED EILAND  
PRESS OFFICE

FROM: BOB COSTA *EC*

SUBJECT: PUBLIC ISSUANCE OF FINAL AUDIT REPORT -  
THE 1980 REPUBLICAN PRESIDENTIAL UNITY COMMITTEE

Attached please find a copy of the final audit report of The 1980 Republican Presidential Unity Committee which was approved by the Commission on February 19, 1981.

Informational copies of the report have been received by all parties involved and this report may be released to the public.

Attachment as stated

cc: FEC Library  
RND  
~~Public Record~~

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# FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

## REPORT OF THE AUDIT DIVISION ON 1980 REPUBLICAN PRESIDENTIAL UNITY COMMITTEE

### I. Background

#### A. Overview

This report covers an audit of the 1980 Republican Presidential Unity Committee ("the Committee"), to determine whether there has been compliance with the provisions of the Federal Election Campaign Act of 1971, as amended ("the Act"). The audit was conducted pursuant to Section 9038(a) of Title 26 of the Internal Revenue Code which states that "after each matching payment period, the Commission shall conduct a thorough examination and audit of the qualified campaign expenses of every candidate and his authorized committees who received payments under Section 9037."

The Committee registered with the Federal Election Commission on May 16, 1980, as a joint fundraising committee. Affiliated with the Committee were The Baker Committee, Conna for President Committee, Crane for President Committee, Dole for President Committee, Fernandez for President Committee, Reagan for President Committee, and the Republican National Committee. <sup>1/</sup> The Committee maintains its headquarters in Washington, D.C.

The audit covered the period from May 16, through December 31, 1980. The Committee reported an opening cash balance of \$-0-, total receipts of \$1,395,883.64, total expenditures of \$950,033.92, and a closing cash balance of \$445,849.72 during the period.

This report is based on documents and working papers supporting each of its factual statements. They form part of the record upon which the Commission based its decisions on the matters in this report and were available to Commissioners and appropriate staff for review.

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<sup>1/</sup> Although registered as affiliated committees, the Reagan for President Committee and the Republican National Committee did not participate in the proceeds of the Committee.

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B. Key Personnel

The principal officer of the Committee during the period audited was Mr. Stan Huckaby, Treasurer.

C. Scope

The audit included such tests as verification of total reported receipts and expenditures and individual transactions; review of required supporting documentation and analysis of Committee debts and obligations; and such other audit procedures as deemed necessary under the circumstances

II. Audit Findings and Recommendations

Based upon examination of the reports and statements filed and the records presented by the Committee, no material problem in complying with the Federal Election Campaign Act was discovered during the course of the audit.

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be made available for Commission inspection.

(4) For trips by government conveyance or by charter, a list of all passengers on such trip, along with a designation of which passengers are and which are not campaign-related, shall be made available for Commission inspection.

(5) If any individual, including a candidate, uses government conveyance or accommodations paid for by a government entity for campaign-related travel, the candidate's authorized committee shall pay the appropriate government entity an amount equal to:

(i) The first class commercial air fare plus the cost of other services, in the case of travel to a city served by a regularly scheduled commercial service, or

(ii) The commercial charter rate plus the cost of other services, in the case of travel to a city not served by a regularly scheduled commercial service.

(6) Travel expenses of a candidate's spouse and family when accompanying the candidate on campaign-related travel may be treated as qualified campaign expenses and reportable expenditures. If the spouse or family members conduct campaign-related activities, their travel expenses will be treated as qualified campaign expenses and reportable expenditures.

(7) If any individual, including a candidate, incurs expenses for campaign-related travel, other than by use of government conveyance or accommodations, an amount equal to that portion of the actual cost of the conveyance or accommodations which is allocable to all passengers, including the candidate, travelling for campaign purposes will be a qualified campaign expense and shall be reported by the committee as an expenditure.

If the trip is by charter, the actual cost for each passenger shall be determined by dividing the total operating cost for the charter by the total number of passengers transported. The amount which is a qualified campaign expense and a reportable expenditure shall be calculated in accordance with the formula set forth at paragraph (b)(2) of this section on the basis of the actual cost per passenger

multiplied by the number of passengers traveling for campaign purposes.

(ii) If the trip is by non-charter commercial transportation, the actual cost shall be calculated in accordance with the formula set forth at paragraph (b)(2) of this section on the basis of the commercial fare. Such actual cost shall be a qualified campaign expense and a reportable expenditure.

#### § 9034.3 Joint fundraising.

(a) *General.*—(1) *Permissible Participants.* Presidential primary candidates who receive matching funds under this subchapter may engage in joint fundraising with other candidates, political committees or unregistered committees or organizations.

(2) *Use of Funds.* Contributions received as a result of a candidate's participation in a joint fundraising activity under this section may be—

(i) Submitted for matching purposes in accordance with the requirements of 11 CFR 9034.2 and the Federal Election Commission's Guideline for Presentation in Good Order;

(ii) Used to pay a candidate's net outstanding campaign obligations as provided in 11 CFR 9034.5;

(iii) Used to defray qualified campaign expenses;

(iv) Used to defray exempt legal and accounting costs; or

(v) If in excess of a candidate's net outstanding campaign obligations or expenditure limit, used in any manner consistent with 11 CFR 113.2, including repayment of funds under 11 CFR Part 9038.

(b) *Fundraising Representatives.*—

(1) *Establishment or Selection of Fundraising Representative.* The participants in a joint fundraising effort under this section shall either establish a separate committee or select a participating committee, to act as fundraising representative for all participants. The fundraising representative shall be a reporting political committee and an authorized committee of each candidate.

(2) *Separate Fundraising Committee as Fundraising Representative.* A separate fundraising committee established by the participants to act as

fundraising representative for all participants shall—

(i) Be established as a reporting political committee under 11 CFR 100.5;

(ii) Collect contributions;

(iii) Pay fundraising costs from gross proceeds and funds advanced by participants; and

(iv) Disburse net proceeds to each participant.

(3) *Participating Committee as Fundraising Representative.* A participant selected to act as fundraising representative for all participants shall—

(i) Be a political committee as defined in 11 CFR 100.5;

(ii) Collect contributions; however, other participants may also collect contributions and then forward them to the fundraising representative as required by 11 CFR 102.8;

(iii) Pay fundraising costs from gross proceeds and funds advanced by participants; and

(iv) Disburse net proceeds to each participant.

(4) *Independent Fundraising Agent.* The participants or the fundraising representative may hire a commercial fundraising firm or other agent to assist in conducting the joint fundraising activity. In that case, however, the fundraising representative shall still be responsible for ensuring that the recordkeeping, reporting and documentation requirements set forth in this subchapter are met.

(c) *Joint Fundraising Procedures.* Any joint fundraising activity under this section shall be conducted in accordance with the following requirements:

(1) *Written Agreement.* The participants in a joint fundraising activity shall enter into a written agreement, whether or not all participants are political committees under 11 CFR 100.5. The written agreement shall identify the fundraising representative and shall state a formula for the allocation of fundraising proceeds. The participants shall also use the formula to allocate the expenses incurred for the fundraising activity. The fundraising representative shall retain the written agreement for a period of three years and shall make it available to the Commission on request.

(2) *Funds Advanced for Fundraising Costs.*

(i) Except as provided in paragraph (c)(2)(ii) of this section, the amount of funds advanced by each participant for fundraising costs shall be in proportion to the allocation formula agreed upon under paragraph (c) of this section.

(ii) A participant may advance more than its proportionate share of fundraising costs; however, the amount advanced which is in excess of the participant's proportionate share shall not exceed the amount that the participant could legally contribute to remaining participants. See 11 CFR 102.12(c)(2) and Part 110.

(3) *Fundraising Notice.* In addition to any notice required under 11 CFR 110.11, a joint fundraising notice shall be included with every solicitation for contributions.

(i) This notice shall include the following information:

(A) The names of all committees participating in the joint fundraising activity whether or not such committees are political committees under 11 CFR 100.5;

(B) The allocation formula to be used for distributing joint fundraising proceeds;

(C) A statement informing contributors that, notwithstanding the allocation formula, they may designate their contributions for a particular participant or participants; and

(D) A statement informing contributors that the allocation formula may change if a contributor makes a contribution which would exceed the amount that contributor may give any participant.

(ii) If one or more participants engage in the joint fundraising activity solely to satisfy outstanding debts, the notice shall also contain a statement informing contributors that the allocation formula may change if a participant receives sufficient funds to pay its outstanding debts.

(4) *Separate Depository Account.*

(i) The participants or the fundraising representative shall establish a separate depository account to be used solely for the receipt and disbursement of the joint fundraising proceeds. All contributions deposited



the separate depository account must be permissible under Title 2, United States Code. Each political committee shall amend its Statement of Organization to reflect the account as an additional depository.

(ii) The fundraising representative shall deposit all joint fundraising proceeds in the separate depository account within ten days of receipt as required by 11 CFR 103.3. The fundraising representative may delay distribution of the fundraising proceeds to the participants until all contributions are received and all expenses are paid.

(iii) For contribution reporting and limitation purposes, the date of receipt of a contribution by a participating political committee is the date that the contribution is received by the fundraising representative. The fundraising representative shall report contributions in the reporting period in which they are received. Participating political committees shall report joint fundraising proceeds in accordance with 11 CFR 9034.8(c)(9) when such funds are received from the fundraising representative.

5) *Recordkeeping Requirements.* (i) The fundraising representative and participating committees shall screen all contributions received to insure that the prohibitions and limitations of 11 CFR Parts 110 and 114 are observed. Participating political committees shall make their contributor records available to the fundraising representative to enable the fundraising representative to carry out its duty to screen contributions.

(ii) The fundraising representative shall collect and retain contributor information with regard to gross proceeds as required under 11 CFR 102.8 and shall also forward such information to participating political committees.

(iii) The fundraising representative shall retain the records required under 11 CFR 9034.11 regarding fundraising disbursements for a period of three years. Commercial fundraising firms or agents shall forward such information to the fundraising representative.

6) *Contribution Limitations.* Except to the extent that the contributor has previously contributed to any of the participants, a contributor may

make a contribution to the joint fundraising effort which contribution represents the total amount that the contributor could contribute to all of the participants under the applicable limits of 11 CFR 110.1 and 110.2.

(7) *Allocation of Gross Proceeds.* (i) The fundraising representative shall allocate proceeds according to the formula stated in the fundraising agreement. Funds may not be distributed or reallocated so as to maximize the matchability of the contributions.

(ii) If distribution according to the allocation formula extinguishes the debts of one or more participants or if distribution under the formula results in a violation of the contribution limits of 11 CFR 110.1(a), the fundraising representative may reallocate the surplus funds. Candidates seeking to extinguish outstanding debts shall not reallocate in reliance on the receipt of matching funds to pay the remainder of their debts; rather, all funds to which a participant is entitled under the allocation formula shall be deemed funds available to pay the candidate's outstanding campaign obligations as provided in 11 CFR 9034.5(c).

(iii) Reallocation shall be based upon the remaining participants' proportionate shares under the allocation formula. If reallocation results in a violation of a contributor's limit under 11 CFR 110.1, the fundraising representative shall return to the contributor the amount of the contribution that exceeds the limit.

(iv) Earmarked contributions which exceed the contributor's limit to the designated participant under 11 CFR Part 110 may not be reallocated by the fundraising representative without the written permission of the contributor.

(8) *Allocation of Expenses and Distribution of Net Proceeds.* (i) If participating committees are not affiliated as defined in 11 CFR 110.3 prior to the joint fundraising activity and are not committees of the same political party:

(A) After gross contributions are allocated among the participants under 11 CFR 9034.8(c)(7), the fundraising representative shall calculate each participant's share of expenses based on the percentage of the total receipts



each participant had been allocated. To calculate each participant's net proceeds, the fundraising representative shall subtract the participant's share of expenses from the amount that participant has been allocated from gross proceeds.

(B) A participant may only pay expenses on behalf of another participant subject to the contribution limits of 11 CFR Part 110.

(ii) If participating committees are affiliated as defined in 11 CFR 110.3 prior to the joint fundraising activity or if participants are party committees of the same political party, expenses need not be allocated among those participants. Payment of such expenses by an unregistered committee or organization on behalf of an affiliated political committee may cause the unregistered organization to become a political committee.

(iii) Payment of expenses may be made from gross proceeds by the fundraising representative.

(9) *Reporting of Receipts and Disbursements.*—(i) *Reporting Receipts.* (A) The fundraising representative shall report all funds received in the reporting period in which they are received. Each Schedule A filed by the fundraising representative under this section shall clearly indicate that the contributions reported on that schedule represent joint fundraising proceeds.

(B) After distribution of net proceeds, each participating political committee shall report its share of net proceeds received as a transfer-in from the fundraising representative. Each participating political committee shall also file a memo Schedule A itemizing its share of gross receipts as contributions from original contributions to the extent required under 11 CFR 104.3(a).

(ii) *Reporting Disbursements.* The fundraising representative shall report all disbursements in the reporting period in which they are made.

§ 9034.9 Sale of assets acquired for fundraising purposes.

(a) *General.* A candidate may sell assets donated to the campaign or otherwise acquired for fundraising purposes (See 11 CFR 9034.5(b)(2)), sub-

ject to the limitations and prohibitions of Title 2, United States Code CFR parts 110 and 114.

(b) *Sale After End of Matching Period.* A candidate who has outstanding debts exceed his or her net worth on hand after the end of the matching period as determined under 11 CFR 9032.6 may dispose of assets acquired for fundraising purposes to a wholesaler or other intermediary who will in turn sell such assets to the public, provided that the sale is a wholesale or intermediary arms-length transaction. Sales under this subsection will not be subject to the limitations and prohibitions of Title 2, United States Code CFR Parts 110 and 114.

## PART 9035—EXPENDITURE LIMITATIONS

Sec.

9035.1 Campaign expenditure limits  
9035.2 Limitation on expenditures for personal or family funds

*Authority:* Pub. L. 93-443, title I, 408(c), 88 Stat. 1300, as amended by 94-283, title III, Secs. 305(a), 307(c), 94 Stat. 501 (26 U.S.C. Sec. 9035).

*Source:* 48 FR 5244, Feb. 4, 1983; 14347, Apr. 4, 1983; 48 FR 16237, A 1983, unless otherwise noted.

§ 9035.1 Campaign expenditure limits

(a) No candidate or his or her authorized committee(s) shall knowingly incur expenditures in connection with the candidate's campaign for nomination, which expenditures, in the aggregate, exceed \$10,000,000 (as adjusted under 2 U.S.C. 441a(c)), except that the aggregate expenditures by a candidate in any one State shall not exceed the greater of: 16 cents (as adjusted under 2 U.S.C. 441a(c)) multiplied by the voting age population of the State (as certified under 2 U.S.C. 441a(e)) \$200,000 (as adjusted under 2 U.S.C. 441a(c)).

(b) Each candidate receiving or expecting to receive matching funds under this subchapter shall also calculate his or her expenditures in accordance with the provisions of 11 CFR 106.2.

(c) A candidate may exclude from the overall expenditure limitation



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

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