FEDERAL ELECTION COMMISSION

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

THIS IS THE END OF MUR # 2003

Date Filmed 9/26/85 Camera No. --- 2

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FEDERAL ELECTION COMMISSION

Routing slips, internal memos, or Report, correspondence regarding conciliation, conciliation agreements

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

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

Signed Eric Klenfelter

date 9/9/88

FEC 9-21-77

8504055271 5

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

August 23, 1985

Todd Campbell, Esquire
Gullett, Sanford & Robinson
Metropolitan Federal Building
230 Fourth Avenue North
Nashville, Tennessee 37219-0757

RE: MUR 2003
Tennessee State Democratic
Committee and Anna Durham
Windrow, as treasurer

Dear Mr. Campbell:

On August 16, 1985, the Commission accepted the conciliation agreement signed by your client in settlement of a violation of 11 C.F.R.§ 102.5(a)(1)(i), a provision of the Commission's Regulations to the Federal Election Campaign Act of 1971, as amended. Accordingly, the file has been closed in this matter, and it will become a part of the public record within thirty days. However, 2 U.S.C. § 437g(a)(4)(B) prohibits any information derived in connection with any conciliation attempt from becoming public without the written consent of the respondent and the Commission. Should you wish any such information to become part of the public record, please advise us in writing.

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

Sincerely,

Charles N. Steele
General Counsel

By: Kenneth A. Gross
Associate General Counsel

Enclosure
Conciliation Agreement

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	
Tennessee State Democratic Committee	)	MUR 2003
Anna Durham Windrow, Treasurer	)	

CONCILIATION AGREEMENT

This matter was initiated by the Federal Election Commission (hereinafter "the Commission"), pursuant to information ascertained in the normal course of carrying out its supervisory responsibilities. The Commission found reason to believe that the Tennessee State Democratic Committee ("Respondent") violated 11 CFR § 102.5 by repaying a bank loan used for federal political activity with funds from its non-federal account.

NOW, THEREFORE, the Commission and Respondents, 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. The pertinent facts in this matter are as follows:

1. Respondent Tennessee State Democratic Committee is a political committee within the meaning of 2 U.S.C. § 431(4).

2. Respondent Anna Durham Windrow currently serves as treasurer for Respondent Tennessee State Democratic Committee.

3. The Tennessee State Democratic Committee, Respondent, and Mr. J. D. Wallace, former treasurer, borrowed $15,000 from United Southern Bank on May 12, 1983 and transferred that amount on the same date to the Democratic National Telethon. The loan was used for federal political activity, as an advance for a jointfundraiser.

4. Respondents repaid the loan referred to in subparagraph 3 above on November 16, 1983 in the amount of $16,155.41, principal and interest, using funds from their non-Federal account. No prohibited corporate or labor union funds were used by Respondents at any time to repay the loan.

5. Respondents were required to repay the loan referred to in subparagraph 3 above with funds from their federal account. Respondents assert that they were unaware that the loan obtained by a previous administration had to be repaid from a federal account.

6. Respondents transferred $16,155.41 from their federal account to their non-federal account after notice of the requirement by the Commission.

7. Section 102.5(a)(1)(i), Title 11, Code of Federal Regulations, provides that a political committee which finances both federal and non-federal activity, must make all disbursements in connection with any federal election from its federal account.

V. Respondents violated 11 CFR § 102.5(a)(1)(i) by repaying the loan referred to in subparagraphs 3 and 4 above with funds from a non-federal account, thus failing to make this disbursement from their federal account.

VI. Respondents will pay a civil penalty to the Treasurer of the United States in the amount of Six Hundred ($600.00) Dollars pursuant to 2 U.S.C. § 437g(a)(5)(A).

VII. Respondents agree that they shall not undertake any activity which is in violation of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. § 431, et seq.

VIII. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437(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.

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

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

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

FOR THE COMMISSION:

Charles N. Steele
General Counsel

By: Kenneth A. Gross
Associate General Counsel

August 22, 1985
Date

FOR THE RESPONDENT:

Anna Durham Windrow
Treasurer

July 30, 1985
Date

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

Todd Campbell, Esquire
Gullett, Sanford & Robinson
Metropolitan Federal Building
230 Fourth Avenue North
Nashville, Tennessee 37219-0757

RE: MUR 2003
Tennessee State Democratic
Committee and Anna Durham
Windrow, as treasurer

Dear Mr. Campbell:

On , 1985, the Commission accepted the conciliation agreement signed by your client in settlement of a violation of 11 C.F.R.§ 102.5(a)(1)(i), a provision of the Commission's Regulations to the Federal Election Campaign Act of 1971, as amended. Accordingly, the file has been closed in this matter, and it will become a part of the public record within thirty days. However, 2 U.S.C. § 437g(a)(4)(B) prohibits any information derived in connection with any conciliation attempt from becoming public without the written consent of the respondent and the Commission. Should you wish any such information to become part of the public record, please advise us in writing.

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

Sincerely,

Charles N. Steele
General Counsel

By: Kenneth A. Gross
Associate General Counsel

Enclosure
Conciliation Agreement

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	MUR 2003
Tennessee State Democratic	)	
Committee	)	
Anna Durham Windrow, treasurer	)	

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on August 16, 1985, the Commission decided by a vote of 6-0 to take the following actions in MUR 2003:

1. Accept the conciliation agreement signed by Anna Durham Windrow, treasurer of the Tennessee State Democratic Committee, submitted by the General Counsel's Report signed August 9, 1985.

2. Approve the letter attached to the General Counsel's Report signed August 9, 1985.

3. Close the file.

Commissioners Aikens, Elliott, Harris, Josefiak, McDonald and McGarry voted affirmatively in this matter.

Attest:

8-19-85
Date

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

Received in Office of Commission Secretary: Wednesday, 8-14-85, 9:13
Circulated on 48 hour tally basis: Wednesday, 8-14-85, 4:00
Deadline for votes: Friday, 8-16-85, 4:00

LAW OFFICES
GULLETT, SANFORD & ROBINSON

B. B. GULLETT
VALERIUS SANFORD
JACK W. ROBINSON
W. HAROLD BIGHAM
ALLEN D. LENTZ
JOEL M. LEEMAN
JEAN NELSON
WESLEY D. TURNER
BARBARA J. MOSS
TODD J. CAMPBELL
JEFFREY MOSLEY
JUSTIN T. MILAM

THIRD FLOOR
METROPOLITAN FEDERAL BUILDING
230 FOURTH AVENUE, NORTH
POST OFFICE BOX 2757
NASHVILLE, TENNESSEE 37219-0757
TELEPHONE (615) 244-4994

May 30, 1985

Kleinfeld

VIA COURIER

Eric Kleinfeld, Esq.
General Counsel's Office
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Re: MUR No. 2003 - - Tennessee State Democratic Committee and Anna Durham Windrow, Treasurer

Dear Mr. Kleinfeld:

The Tennessee State Democratic Committee and Anna Durham Windrow, Treasurer, are in receipt of your letter dated May 17, 1985. I have been retained to represent both the Tennessee State Democratic Committee and Ms. Windrow and the appropriate designation of counsel forms are enclosed.

Your letter indicates that the Federal Election Commission has determined that there is reason to believe that the Tennessee State Democratic Committee and Ms. Windrow violated 2 U.S.C. § 441(b) and 11 C.F.R. § 102.5(a)(1)(i). The letter further requests answers to interrogatories and invites submission of relevant factual and legal materials. The following response demonstrates that 2 U.S.C. § 411(b) has not been violated. It further shows that an inadvertent violation of 11 C.F.R. § 102.5(a)(1)(i) was corrected upon discovery and that no prohibited funds were used in connection with any federal activity. There is, therefore, no basis for additional legal action by the FEC.

It is advisable for purposes of this letter to briefly describe the context in which this matter arose. The Tennessee Democratic Party borrowed $15,000.00 from the U.S. Bank on May 12, 1983 (Exhibit A). The loan proceeds were transferred directly by the Tennessee Democratic Party to the Democratic National Telethon V, State Parties ("Democratic National Telethon Committee") on May 12, 1983. The loan proceeds were not deposited into any bank account. The loan and transfer were duly reported on the Tennessee State Democratic Committee's 1983 Mid-Year Report.

The Tennessee Democratic Party paid the U.S. Bank note on November 16, 1983. Payment was made to the FDIC, receiver for the Bank, in the amount of $16,155.41 in principal and interest. The repayment was duly reported on the 1983 Year-End Report. Part of the funds for repayment of the note came from a $7,500.00 transfer from the Democratic National Telethon Committee on November 10, 1983. This transfer was deposited into the state Tennessee Democratic Party account on November 15, 1983

(Exhibit B). The $7,500.00 transfer was then added to $8,655.41 from the same account, creating a total of $16,155.41, which was used to pay the U.S. Bank note on the next day.

At the time the U.S. Bank loan was repaid the Tennessee Democratic Party did not know that the Democratic National Telethon Committee was a federal committee. The transfer to the Democratic National Telethon Committee was made by a previous administration. The present administration of the Party learned that the Democratic National Telethon Committee involved federal activity by letter from the FEC dated January 3, 1985. The Tennessee Democratic Party, thereupon, transferred $8,655.41 from its federal account to its state account to correct the discrepancy between the accounts.

2 U.S.C. § 441(b), in pertinent part, provides that it is unlawful for a political committee to knowingly accept or receive contributions from labor organizations. The General Counsel's Factual And Legal Analysis raises the question of whether the $8,655.41 used to repay the $15,000.00 U.S. Bank loan on November 16, 1983 contained any prohibited labor funds. The enclosed answers to the interrogatories and the supporting bank records attached hereto as exhibits conclusively demonstrate that no labor organization funds were used to repay the U.S. Bank loan.

The total amount of funds in the Tennessee Democratic Party's state account on November 16, 1983 was $18,507.71. (Interrogatory No. 3; Exhibit C). This amount is accounted for as follows:

(a) $8,655.41 in loan proceeds - - deposited 11-15-83 (Exhibits C, D, and E).

(b) $7,500.00 - D.N.C. Services Corporation transfer - - deposited 11-15-83 (Exhibits B, C, and E).

(c) $360.00 in contributions from individuals - - deposited 11-15-83 (Exhibits C and F).

(d) $424.00 in contributions from individuals - - deposited 10-28-83 (Exhibits C and G).

(e) $856.25 in contributions from individuals - - deposited 10-27-83 (Exhibits C and H).

(f) $27.00 bank credit due to bank error - - made 10-27-83 (Exhibit C).

(g) $685.05 in loan proceeds - - $10,000.00 in loan proceeds were deposited 10-18-83 (Exhibits I, E, and J).

Total $18,507.71

None of the contributions from individuals deposited as currency or coins as noted on Exhibits F, G, and H contained labor organization funds. (Interrogatory No. 1).

11 C.F.R. § 102.5(a)(1)(i) provides that political committees must make all disbursements in connection with any federal election from its federal account. The Tennessee Democratic Party did not know at the time it repaid the U.S. Bank note that it had been used in connection with federal election activity. A prior administration had procured the note and made the transfer to the Democratic National Telethon Committee. Repayment of the U.S. Bank note from the state account, therefore, was not a knowing or willful violation of 11 C.F.R. § 102.5(a)(1)(i). The inadvertent use of the state account also constitutes harmless error since no labor monies or other prohibited funds were used to repay the loan. The Tennessee Democratic Party, moreover, corrected the problem once it was discovered by transferring appropriate funds from its federal account to its state account. (Exhibit K). The FEC, thus, should not take further legal action in this matter.

Please advise if you need further information. [redacted]

Sincerely,

Todd Campbell

Todd Campbell

TC/clw

Enclosures

Questions for the Tennessee State Democratic Committee

On May 14, 1985, the Federal Election Commission ("Commission") determined there was reason to believe that the Tennessee State Democratic Committee and Anna Durham Windrow, as treasurer, violated 2 U.S.C. § 441b of the Federal Election Campaign Act of 1971, as amended, ("Act") and 11 C.F.R. § 102.5(a)(1)(i) of the Commission's Regulations.

As part of its investigation into this matter, the Commission requests that answers be provided to the following questions. The "loan" refers to the $15,000 loan which the Tennessee Democratic Party received from the United Southern Bank and transferred to the Democratic National Telethon.

1. At the time of repayment of the loan on November 16, 1983, was any of the money contained in your non-federal account attributable to labor union contributions?

   ANSWER: No.

2. If the answer to question number 1 is yes, state the total amount of funds in your non-federal account which had a union source at the time of repayment of the loan on November 16, 1983.

   ANSWER: See Answer to Interrogatory No. 1.

3. State the total amount of funds in your non-federal account at the time of repayment of the loan on November 16, 1983.

   ANSWER: $18,507.71.

I, Anna Durham Windrow, make oath and state that the answers to the foregoing interrogatories are correct to the best of my knowledge and belief.

Anna Durham Windrow

Anna Durham Windrow

SWORN TO AND SUBSCRIBED before me this 30th day of May, 1985.

Cheryl L. Wright

NOTARY PUBLIC

MY COMMISSION EXPIRES: 1-10-89

MUR 2003

NAME OF COUNSEL: TODD J. CAMPBELL

ADDRESS: GULLETT, SANFORD & ROBINSON

P. O. BOX 2757

NASHVILLE, TN 37219

TELEPHONE: (615)244-4994

The above-named individual is hereby designated as my counsel and is authorized to receive any notifications and other communications from the Commission and to act on my behalf before the Commission.

May 30, 1985
Date

Signature

RESPONDENT'S NAME: TENNESSEE STATE DEMOCRATIC COMMITTEE

ADDRESS: 42 RUTLEDGE ST.

NASHVILLE, TN 37210

HOME PHONE: Not applicable

BUSINESS PHONE: (615)244-1336

8504055272 6

MUR 2003

NAME OF COUNSEL: TODD J. CAMPBELL

ADDRESS: GULLETT, SANFORD & ROBINSON

P. O. BOX 2757

NASHVILLE, TN 37219

TELEPHONE: (615)244-4994

The above-named individual is hereby designated as my counsel and is authorized to receive any notifications and other communications from the Commission and to act on my behalf before the Commission.

May 30, 1985
Date

Anna Durham Windrow
Signature

RESPONDENT'S NAME: ANNA DURHAM WINDROW

ADDRESS: TENNESSEE DEMOCRATIC PARTY

42 RUTLEDGE ST.

NASHVILLE, TN 37210

HOME PHONE: (615)373-9765

BUSINESS PHONE: (615)244-1336

US BANK
UNITED SOUTHERN BANK

FEB 24 1984

At Maturity, this Note may be renewed at the option of the Holder, with or without a reduction, without the necessity of signing a new Note.

PROMISSORY NOTE AND SECURITY AGREEMENT

$15,000.00 Nashville (city) Tennessee May 12 (note date) 19 83

FOR VALUE RECEIVED, the undersigned (hereinafter sometimes referred to as "Maker") jointly and severally (if more than one Maker) promises to pay to the order of UNITED SOUTHERN BANK OF Nashville TN (hereinafter referred to as "Holder", "Bank", or "US BANK") at any of its banking offices, Fifteen Thousand and no/ (write out amount) Dollars according to the terms and conditions set out below.

PRINCIPAL PAYMENT SCHEDULE: This loan is payable on demand, and if there is no demand by Bank this loan is payable as follows: (check one) ☑ One payment in full 180 days (term) after date of note; ☐ Other

INTEREST PAYMENT SCHEDULE: Interest accrues from date of note and is payable as follows: (check one) ☐ in advance; ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☑ at maturity; ☐ other

PAID

INTEREST COMPUTATION: Interest is computed on a (check one) ☑ 360 ; 365 day year basis at the rate of:

☑ BASE RATE of US Bank as it changes, plus 2 % per annum;

NOV 16 1983

(check one) ☐ % per annum;

☐ Other

FDIC

After the expiration of the term hereof this Note shall bear interest at the MAXIMUM RATE PERMITTED BY LAW. All payments will be applied first to interest then to principal. By agreement of the parties upon the renewal or extension of this note, the interest rate may be changed to any rate permissible at the time the contract to make this loan was executed, the time this loan was made, or at the time of such renewal or extension.

DEFINITIONS: The term "Holder" as used herein shall mean Bank or any subsequent person, firm or corporation who is in possession of this Note by reason of endorsement, sale or assignment by bank. The term "Maker" as used herein shall mean all persons, jointly and severally, who sign this Note, including all endorsers. The term "Liabilities" as used herein shall mean this Note, any extensions, renewals or modifications hereof and any and all other debts now existing or hereafter incurred by Maker or any of them, and owing to Holder. The Base Rate and the Prime Rate of US Bank shall be one and the same and the terms may be used interchangeably. Base Rate of US Bank shall mean that rate of interest which is designated by the Bank from time to time as its "Base Rate". The Base Rate is maintained by the loan operations department of the Bank and is available upon request to borrowers during normal business hours. If for any reason the accrual of interest on a loan at the Base Rate is voided by a court of competent jurisdiction or if such court finds that the Base Rate of the Bank is some rate other than the rate designated by the Bank as its Base Rate, then any loan shall be considered to have accrued interest since its execution at the highest rate permitted by law. In no event shall the interest rate on any loan exceed the maximum rate of interest allowed by law as such law exists at the time this instrument is executed or as the law may be amended or changed subsequently. The interest rate of this note, if variable with the Base Rate, shall be adjusted on the same day as any change in the Base Rate.

DEFAULT: Upon the occurrence of any event of default as hereinafter set forth, or at any time the Holder hereof deems itself insecure, HOLDER MAY DECLARE ALL OBLIGATIONS EVIDENCED OR SECURED HEREBY IMMEDIATELY DUE AND PAYABLE, without presentment, demand, protest, notice of non-payment of any or all of the hereinafter referred to Liabilities, or notice of any kind, all of which are hereby expressly WAIVED. Upon such ACCELERATION by default there shall be NO Credit refund of the unearned portion of the FINANCE CHARGE. Maker (jointly and severally if more than one) agrees to pay reasonable ATTORNEY'S FEES, if this Note is referred to an attorney for any reason, and further agrees to pay all costs of collection and court costs.

WAIVER: The undersigned hereby WAIVE AND RENOUNCE any rights they may have under any and all homestead and exemption laws now in force or which may hereafter be enacted by any state or the United States, insofar as such rights may be waived.

DISPOSITION OF PROCEEDS: Maker warrants that proceeds of this loan will be used for personal, family or household use ☐, agricultural ☐, or business ☑ (check one). The hereinafter described Collateral has been or will be purchased with the proceeds hereof. ☐ (check if applicable)

PREPAYMENT: A Credit refund of unearned interest will be given on a pro rata basis in the event of prepayment in full prior to the expiration of the term hereof.

SECURITY INTEREST: Maker hereby grants unto Holder a security interest in the following described property and all accessions or additions thereto (herein referred to as "Collateral") as collateral security for this loan. Maker agrees that this Note, any extensions, renewals, or modifications hereof and any and all other debts whether direct or indirect, absolute or contingent, due or to become due, of Maker, including all attorneys' fees, court costs and expenses of whatever kind incident to the collection of said indebtedness and the enforcement and protection of the security interest created hereby and all future advances made by Bank for taxes, levies, insurance and repairs to or maintenance of the Collateral (collectively referred to as "Liabilities") NOW EXISTING OR HEREAFTER INCURRED are secured by the Collateral and by all property now or hereafter in the possession of or pledged to Holder, or in which Holder has or may acquire a Security interest or lien, including all monies and amounts now or hereafter deposited by Maker or otherwise in the possession of or on deposit with Holder, AND INCLUDING ALL INCOME, CASH, STOCK, AND OTHER DIVIDENDS PAID ON ALL SECURITIES RECEIVED IN ADDITION TO OR IN EXCHANGE FOR AND ALL RIGHTS TO SUBSTITUTE FOR SECURITIES INCIDENT TO ANY OF THE COLLATERAL. The security interest herein granted applies to all PRODUCTS AND PROCEEDS of the Collateral. If any of the undersigned have granted to Holder a security interest in Collateral prior to the date hereof or if any secured instrument executed by the undersigned has been negotiated or assigned to holder and the indebtedness secured thereby now remains unpaid, said Collateral NOW STANDS AS COLLATERAL HEREFOR AS WELL.

COLLATERAL: ☐ This loan is unsecured. ☐ A security interest is retained in the following property. ☐ Deed of Trust on the following property. ☑ Other security, as follows

Guaranty of Barton J. Gordon and Will T. Cheek and J. Kent Syler

PROPERTY DAMAGE INSURANCE: If the loan evidenced hereby is in excess of Three Hundred ($300.00) Dollars and is secured by Collateral, the Maker agrees to obtain full insurance against all loss of damage to the Collateral and with any loss payable to Holder and agrees to furnish Holder evidence of such insurance coverage. MAKER MAY CHOOSE THE PERSON THROUGH WHOM SUCH INSURANCE IS OBTAINED. Holder reserves the right to refuse acceptance of insurance coverage through such person upon reasonable cause. Should Maker fail to obtain and keep in effect such insurance coverage, Holder may, at its option, obtain such coverage for its own protection at the Maker's expense and payment of the premiums therefor by Holder shall be secured hereby. Maker hereby directs any such insurance company to make payments directly to the Holder hereof for any return of unearned premiums and hereby appoints Holder as attorney-in-fact, to endorse any check, draft or order, to sign any proof of loss, and all such money received by Holder shall be applied toward the indebtedness of Maker to Holder, its successors or assigns. Any such policy shall provide for at least ten (10) days written notice to Holder by the insurance carrier of pending cancellation or alteration of said policy.

USE OF COLLATERAL: The Collateral is used or will be used for personal, family or household ☐, agricultural ☐, or business ☑ use (check one)

LOCATION OF COLLATERAL: The Collateral is located or kept at: (complete address) and will not be permanently moved without the knowledge and express prior written approval of Holder.

THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL PROVISIONS SET FORTH ON THE REVERSE SIDE HEREOF, THE SAME BEING INCORPORATED HEREIN BY REFERENCE.

MAKER AGREES TO THE TERMS AND PROVISIONS HEREOF AND ACKNOWLEDGES RECEIPT OF A COMPLETED, FILLED-IN COPY OF THE NOTE, THIS THE DATE FIRST ABOVE WRITTEN.

EXHIBIT A

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8 5 0 4 0 5 5 2 7 2 9

D.N.C. SERVICES CORPORATION GENERAL FUND No. 00257

1625 MASSACHUSETTS AVE., N.W. WASHINGTON, D.C. 20036

PAY Seven Thousand Five Hundred and no cents

TO THE Democratic National Committee

ORDER 1625 Massachusetts Avenue, N.W.

OF Washington, D.C. 20036

DATE	INVOICE NO.	DESCRIPTION	AMOUNT
11/10/83		Telethon	7,500.00

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN FULL PAYMENT OF ITEMS DESCRIBED ABOVE AND THE PAYEE ACCEPTS IT AS SUCH.
NO RECEIPT REQUIRED.

COLLECTIVE EXHIBIT B

Nashville City Bank
315 UNION STREET
NASHVILLE, TN 37201

THANK YOU for banking at NCB

Tennessee Democratic Executive Committee

CHECKING CREDIT ADVICE

DATE	DEBIT	
11 15 83		
DESCRIPTION		
Fees Funds		86 55 41
Ck "Cash" (and C. Fee)		7 00 00
DEBIT NO. 70: 86423-0	TRAN CODE 10	AMOUNT No 155 41

[redacted]

8504055273 0

TENNESSEE DEMOCRATIC EXECUTIVE COMMITTEE
205 7TH AVE NORTH 244-1338
NASHVILLE, TN 37203

155

0352 0253 04 11-17-83 41402733 14 83 87-5/640 01

PAY TO THE ORDER OF FDIC $16155 41/xx

Sixteen thousand one hundred fifty-five and 41/100's — DOLLARS

1179027
Pr. - 15000.00
Bal. 1155.41
on Acct. # 151013720 paid in full

Nashville City Bank
NASHVILLE, TENNESSEE

NO. 7

[redacted]

COLLECTIVE EXHIBIT B

Nashville CityBank

315 UNION STREET • NASHVILLE, TENNESSEE 37201

TENNESSEE DEMOCRATIC EXECUTIVE COMMITTEE
205 7TH AVENUE NORTH
NASHVILLE TN 37203

41

ACCOUNT NUMBER	70-96402-0
STATEMENT DATE	11/18/83
BRANCH NUMBER	01
SOCIAL SEC. OR TAX ID NO.	[redacted]
PAGE NUMBER	1

ATEMENT SUMMARY.....

PREVIOUS STATMENT 10/20/83, BALANCE OF....	7,362.20
5 DEPOSITS AND OTHER CREDITS TOTALING.	17,822.66
36 CHECKS AND OTHER DEBITS TOTALING....	23,732.56
SERVICE CHARGE AMOUNT.....	.00
CURRENT BALANCE AS OF STATEMENT DATE.....	1,452.30

SCRIPTIVE TRANSACTIONS.....

ATE	AMOUNT	TRANSACTION DESCRIPTION
/27	27.00+	DEPOSIT ERROR - REFER TO ENCLOSED ITEM
/27	856.25+	DEPOSIT THANK YOU
/28	424.00+	DEPOSIT THANK YOU
/15	360.00+	DEPOSIT THANK YOU
/15	16,155.41+	LOAN PROCEEDS - THANK YOU

ATE	CHECK NO	AMOUNT	DATE	CHECK NO	AMOUNT
/01	116	29.82	11/10	137	5.74
/24	119*	100.00	11/10	138	151.78
/21	120	60.00	11/10	139	60.00
/02	121	71.40	11/15	140	70.00
/21	122	65.98	11/14	141	19.95
/21	123	81.66	11/14	142	100.00
/25	125*	884.00	11/14	143	238.59
/25	126	40.00	11/15	144	412.00
/25	127	80.00	11/14	145	197.67
/27	128	8.95	11/10	147*	28.69
/25	129	117.50	11/14	148	92.82
/28	130	396.00	11/10	149	29.57
/28	131	416.50	11/14	150	62.80
/31	132	1,250.00	11/14	151	6.75
/04	133	455.76	11/14	152	213.50
/04	134	50.00	11/14	154*	20.36
/02	135	400.00	11/17	155	16,155.41
/08	136	460.36	11/17	156	900.00

INDICATES A SKIP IN SEQUENTIAL CHECK NUMBERS

11/18/83

145.00
20.70
25.00

ADDRESS CHANGE SEE REVERSE SIDE OF THIS STATEMENT

COLLECTIVE EXHIBIT C

Nashville CityBank

315 UNION STREET • NASHVILLE, TENNESSEE 37201

TENNESSEE DEMOCRATIC EXECUTIVE COMMITTEE
205 7TH AVENUE NORTH
NASHVILLE TN 37203

41

ACCOUNT NUMBER	70-86402-0
STATEMENT DATE	11/18/83
BRANCH NUMBER	01
SOCIAL SEC OR TAX ID NO	[redacted]
PAGE NUMBER	2

DAILY BALANCE SUMMARY

DATE	BALANCE	DATE	BALANCE
10/21	7,154.56	11/02	4,669.64
10/24	7,054.56	11/04	4,162.88
10/25	5,933.06	11/08	3,702.52
10/27	6,807.36	11/10	3,426.74
10/28	6,418.86	11/14	2,474.30
10/31	5,168.86	11/15	18,507.71
11/01	5,140.04	11/17	1,452.30

***** NASHVILLE CITYBANK WILL BE CLOSED THURSDAY, *****
******* NOVEMBER 24TH, DUE TO THANKSGIVING DAY. *******

8504055273 2

ADDRESS CHANGE SEE REVERSE SIDE OF THIS STATEMENT

COLLECTIVE EXHIBIT C

Off Ins/Ref	New/Renew	Cust No	Note No	Br No	C	Note Form	B	Int	Pr	Pr Use	Review	This line for Bank Accounting use only
1	+	86090	OFFICE	01	1 3 5	2 4 6		AD/AD	2p	0 2 3 4 5	2-13-84	

Tennessee Democratic Executive Committee

TENNESSEE NOTE

Nashville, Tennessee, Dated November 15, 1983

FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the order of NASHVILLE CITY BANK AND TRUST CO., Nashville, Tennessee 37201, at any of its banking offices, the sum of _____ DOLLARS ($ 8655.41), 90 days after date.

NASHVILLE BANK AND TRUST CO. 38655

In case of suit, or if this obligation or any other obligation of undersigned or any of them to the holder of this note is placed in the hands of an attorney for collection, the undersigned shall pay all costs and expenses of collection, including reasonable attorney's fees.

This note shall bear interest after maturity at the highest rate permissible at the time under the Laws of the State of Tennessee and or the United States of America.

To secure payment of this Note and all other present and future indebtedness of undersigned to holder, whether due or to become due, direct or indirect, however created, undersigned grants holder a security interest in all balances, credits, deposits, accounts, items, monies, and all other property of undersigned now or hereafter with, in possession of, or under control of holder, including specifically the following securities or other property which undersigned has this day pledged with said Bank, in accordance with the Collateral Agreement set forth on the reverse side hereof and incorporated herein by reference:

FEB 1984 PAID NASHVILLE CITY BANK and TRUST CO. NOTE TELLER 1

Upon happening of any of the following, holder may at its option, declare this note and all other obligations of undersigned due and payable, and enforce its security interests granted above: (1) Undersigned fails to make any payment when due under this or any other obligation to holder (time is of the essence of this contract); (2) the institution of any proceedings by or against the undersigned under any of the provisions of the Federal Bankruptcy Code or any State Insolvency Law or for the appointment of a receiver for the undersigned, or if the undersigned should make an assignment for the benefit of creditors or become insolvent; (3) undersigned makes a material misrepresentation of financial condition in any statement submitted to holder; (4) the market value of the collateral herewith pledged declines to a value less than the balance which remains due upon this obligation and undersigned fails upon request of holder to pay the amount of this obligation which equals the difference between market value of said collateral and the remaining balance due or to pledge additional collateral with a minimum market value of said difference; (5) undersigned is made a party defendant in any suit or proceeding for the violation of a criminal statute or for failure to pay any State or Federal taxes, or becomes a party in any divorce proceeding; (6) undersigned sells, dissolves, or otherwise ceases transaction of his business, or moves either his business or residence outside of the State of Tennessee without providing notice to Holder; (7) the death, adjudication of insanity or appointment of a conservator of or for the undersigned; (8) issuance of execution or other process against any property of the undersigned; or (9) for any other reason holder shall feel insecure. Every signer or endorser hereof consents to any and all extensions of time, renewals, waivers, or modifications that may be granted by holder with respect to payment or other provisions of this note and waives protest, presentment, demand, and notice of non-payment. Further, undersigned expressly waives any and all exemptions under the provisions of the Federal Bankruptcy Code and any similar state statute which would jeopardize or diminish bank's right, in or against, any property of undersigned securing the indebtedness evidenced hereby.

This note is to be construed according to the laws of the State of Tennessee. If any provision of this note shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof.

Whenever used herein, the singular shall include the plural and vice versa.

Address 305 7th Avenue North
Nashville, Tn

Telephone No. _____ Zip Code 37219

Tennessee Democratic Executive Committee
By: Richard Fogle, Chairman

NCB Form 70-125
Oct. 82

FEB 24 1984

8504055273 3

Collective Exhibit D

COLLATERAL AGREEMENT

made to secure all sums of money for which those designated on the reverse hereof as Undersigned (hereafter called "Undersigned") may now or hereafter be liable to the said severally or with other parties, directly or contingently, and as principal, surety, guarantor, assignor, endorser or otherwise. And, in case of any default under the terms of ed hereby authorizes the said Holder or its President, or its Cashier, to sell, assign, and deliver the whole, or any part of said securities or other property, or any substitute ons thereto, without notice to the Undersigned or his personal representative to redeem, or notice of the time, place, or manner of sale. Such securities or other property may ate sale at the option of said Holder or its President, or its Cashier, with the right in said Holder to purchase any or all of said securities or other property at such sale. In case notice thereof given by one publication in some newspaper published in Nashville, shall be sufficient, and such sale, public or private, shall be free from right of redemption ersigned, which is hereby waived relieved. In case of any sale, or of the collection of said securities or other property, the Holder may first deduct all the expenses for ry of the property or securities so sold, and may then apply the residue to any one or more or all of the said liabilities, whether due or not, as either of its officers shall deem portions as to the said several liabilities as either of its officers shall deem proper, making proper rebate for interest on liabilities not then due, and returning the overplus, if , his assigns and personal representatives; and the maker shall remain liable to the said Holder for any deficiency arising from any such sale. Said Holder shall have the right ecurities or other property.

to be under no liability or obligation of any character whatsoever, in dealing with the said securities or other property or applying the proceeds to any other person bound ion any of the said liabilities, and may, at its option, and without any responsibility to any other person so bound on any of said liabilities, deliver to the Undersigned any or other property, either upon or without the substitution of other securities. Any other funds or collateral belonging to the Undersigned of this note and in the possession of the ged to further secure the payment hereof and are subject to all the provisions hereof.

not to be under any obligations to take any legal steps for collection, protection, or preservation of any of said securities or other property, except after written demand of the rsigned shall fully indemnify Holder for all costs and expenses, including counsel fees attendant thereon. The Holder shall have the right, at its election, to demand and receive r distributions accruing on said securities.

one of said securities or other property may be changed from general collaterals to special security for any one or more of the liabilities of the Undersigned mentioned above, l to general security for any one or more of said liabilities, and their proceeds applied as such, at the election of said Holder, independent of and superior to any rights or ound directly or indirectly upon any of such debts or liabilities. Further, undersigned expressly waives any and all exemptions under the provisions of the Federal Bankruptcy state statute which would jeopardize or diminish bank's right, in or against, any property of undersigned securing the indebtedness evidenced hereby.

_____ Endorser _____

_____ Endorser _____

COLLECTIVE EXHIBIT D

8 5 0 4 0 5 5 2 7 3 4

1-80
NCB 20-103

Nashville CityBank
315 UNION STREET
NASHVILLE, TN 37201

THANK YOU for banking at NCB

NOV 1 '83

Tennessee Democratic Executive Committee

CHECKING CREDIT ADVICE

DATE	DEPT
11 15 83	L+D

DESCRIPTION

Loan Proceeds 8655.41

Ck #60257 (N.C. Sen.) 7500.00

ACCT NO	TRAN CODE	AMOUNT
70-86402-0	10	16,155.41

CUSTOMER'S ADVICE

[redacted]

1-80
CB 20-103

Nashville CityBank
315 UNION STREET
NASHVILLE, TN 37201

THANK YOU for banking at NCB

OCT 18 '83
P A
NASHVILLE CITY CT.
BNK TRUST CO.
NOTE TELLER

Tennessee Democratic Executive Committee
205 7th Avenue North
Nashville, Tn 37219

CHECKING CREDIT ADVICE

DATE	DEPT
10 18 83	L+D CF

DESCRIPTION

Just draw on note

Left to Draw 20,000.00

ACCT NO	TRAN CODE	AMOUNT
70-86402-0	10	16,000.00

CUSTOMER'S ADVICE

[redacted]

⑈055273⑈

TENNESSEE DEMOCRATIC EXECUTIVE COMMITTEE
205 7TH AVE NORTH 244-1336
NASHVILLE, TN 37219

8/83

155

⑆052 0183 ⑈ 11-17-83 ⑆140270⑈ 11/14 1983 87-5/640 01

PAY TO THE ORDER OF FDIC $16,155 41/xx

Sixteen thousand one hundred fifty-five and 41/100s — DOLLARS

1179027
Pr -15,000.00
Int 7155.41
on Acct. # 151013720 paid in full

Nashville City Bank
NASHVILLE, TENNESSEE

NOV 1 '83

[redacted]

EXHIBIT E

[redacted]

TENNESSEE DEMOCRATIC EXECUTIVE COMMITTEE

TOTAL DEPOSIT		260.00
REVERSE SIDE TOTAL		
FRONT SIDE TOTAL		60.00
COINS		
CURRENCY		300.00

ENTER TOTAL OF CHECKS HERE

DATE 11/15/83

DOLLARS CENTS

Nashville City Bank

Taylor
Bradley
Smith
McFarland
Smith

16 00
10 00
10 00
10 00
10 00

J. PAUL TAYLOR OR
ANN TAYLOR COLLINGSWORTH
[illegible] LENOIR RD [illegible]
KINGSPORT, TN 37660

542

PAY TO THE ORDER OF To Democrat Party $ 10

Ten and no/100 DOLLARS

FIRST TENNESSEE BANK

[redacted]

PATRICIA A. OR DAISY BRADLEY
PHONE 523-6867
1606 FAY ST.
KNOXVILLE, TN 37921

11-5 1983 957

Pay to the Order of $ 10.00

Ten Dollars no/100 Dollars

FIRST TENNESSEE BANK
KNOXVILLE, TENNESSEE

Lucadia-Nashville

[redacted]

DRUE H. SMITH OR
SARA DRUCILLA SMITH
BELLE MEADE COURTS, 125 LINCOLN
NASHVILLE, TN 37206

2552

Nov 5 83

Pay to the Order of Tenn Democrats $ 10.00

Ten & no/100 Dollars

PIONEER BANK
CHATTANOOGA, TENNESSEE

For Meeting

[redacted]

8504055527736

COLLECTIVE EXHIBIT F

PAUL E. SMITH
[redacted] HIBBLER CIR. PH. [redacted]
EAST RIDGE, TN 37412

20

1/5 1987 87-171/[redacted]

PAY TO THE ORDER OF cash $ 10.00

ten & 00/100 DOLLARS

Union Planters
National Bank of Memphis, Tn.
In Chattanooga, Tn.

FOR [redacted]

Paul E. Smith

[redacted]

JULIE A. McDOLE
[redacted] LEMONT DR. PH. 373-[redacted]
BRENTWOOD, TENN. 37027

180

11-5 1983 [redacted]

Pay to the Order of In Demo cracy Fund $10.00

Ten and 00/100 Dollars

First American National Bank
Nashville, Tennessee
Downtown Office

For [redacted]

[redacted]

GEORGE H. McFARLAND OR
GWEN N. McFARLAND
[redacted] LEMONT DR. PH. [redacted]
NASHVILLE, TENN. 37216

356

11/6 1983 [redacted]

Pay to the order of State Demo Party $10.00

Ten and 00/100 Dollars

[redacted] For

Nashville, Tennessee 37244

Gwen N McFarland

[redacted]

8504055527 37

COLLECTIVE EXHIBIT F

8504055273 8

[redacted]

TENNESSEE DEMOCRATIC EXECUTIVE COMMITTEE

TOTAL DEPOSIT	424	00
REVERSE SIDE TOTAL		
FRONT SIDE TOTAL	108	00
COINS		
CURRENCY	316	00

DATE 10/28/83

DOLLARS CENTS

Nashville City Bank

MR. DAVID S. DYER
DL 1[illegible] PH. 794-1[illegible]
[illegible] CLOVERCROFT RD. RT. 6
FRANKLIN, TENN. 37064

4104

10-28 1983

Pay to the Order of Tennessee Democratic Party $ 18.

Eighteen Dollars

[redacted]

For [redacted]

David S. Dyer

MARK A. OR JANIS V. McNEELY
257-[illegible] TDL 2[illegible] TDL 3[illegible]
2304 SPRINGDALE DR
NASHVILLE, TN 37216

905.

Oct. 28 1983

Pay to the Order of Tennessee Demo Party $ 27.00

Twenty seven + no/100 Dollars

FIRST TENNESSEE BANK

For [redacted]

Mark A. McNeely

BETTY C. NIXON c/ss
1[illegible] 18TH AVENUE SOUTH 2[illegible]
NASHVILLE, TN 37212

268

Oct 28 1983

PAY TO THE ORDER OF Tenn Democratic Party $ 9.00

nine 00/100 DOLLARS

Nashville City Bank

FOR [redacted]

Betty C. Nixon

MR. OR MRS. WAYNE MEDLIN
[illegible] CHESTNUT RD. - [illegible]
JACKSON, TN [illegible]

10-28 1983

Pay To The Order Of Dem. Party $ 9

Nine Dollars

Jackson National Bank

COLLECTIVE EXHIBIT G

8504055273 9

NINA H. SMITH
1003 WOODMONT BLVD 615 383-4476
NASHVILLE, TN 37204

Oct 28 1983

PAY TO THE ORDER OF Tennessee Democratic Party $ 9.00
Nine & 00/100 DOLLARS

Nashville CityBank

Nina H. Smith

[redacted]

JANE M. KNAPP
PH. 615-383-6458
610 WOODMONT BLVD. C2
NASHVILLE, TN 37204

769

28 Oct. 1983

PAY TO THE ORDER OF Democratic Party of Tenn. $ 9.00
Nine and 00/100 DOLLARS

TENNESSEE TEACHERS CREDIT UNION

Jane M. Knapp

[redacted]

RICKY H. WILLIAMS
SSN 409-13-3357 TDL 46571401
1733 NEELY'S BEND ROAD
MADISON, TENNESSEE 37115

308

October 28, 1983

PAY TO THE ORDER OF Tennessee Democratic Party $ 9.00
Nine dollars and 00 DOLLARS

USBANK
UNITED SOUTHERN BANK

FOR Breakfast

Ricky H. Williams

[redacted]

GWEN E. N. MC FARLAND
46 MUSIC ROW WEST 244-4270
NASHVILLE, TENNESSEE 37203

252

10/28 1983

PAY TO THE ORDER OF Democratic Party of Tn $ 9.00
Nine and 00/100 DOLLARS

UNITED AMERICAN BANK
NASHVILLE, TENNESSEE

FOR

Gwen E. N. McFarland

[redacted]

JAMES E. KIRTLEY
1301 VALLEY TRAIL 883-6886
WHITES CREEK, TN 37189

346

10-28 1983

PAY TO THE ORDER OF Tenn Democratic party $ 9.00
Nine and 00/100 DOLLARS

Metropolitan Federal
Savings & Loan Association, Nashville, TN 37219
CHECK CLUB TM

FOR Tax

James E. Kirtley

[redacted]

COLLECTIVE EXHIBIT G

8 5 0 4 0 5 5 2 7 4 0

DESCRIPTION | DOLLARS | CENTS

PLEASE LIST EACH CHECK SEPARATELY

	Dollars	Cents
Dagus	17	00
Jenkins	9	00
Witt	17	00
Young	18	00
Steine	27	00
Bleuins	17	00
Moore	8	50
Bennett	8	50
Vaughn	8	50
Paul Smith	15	00
Bradley	16	00
ENTER TOTAL OF CHECKS HERE	166	50

Nashville City Bank

DATE

DOLLARS | CENTS

CURRENCY 699 00

COINS 20 75

TOTAL CHECKS 166 50

TOTAL DEPOSIT 858 25

TENNESSEE DEMOCRATIC EXECUTIVE COMMITTEE

COLLECTIVE EXHIBIT H

DONALD P. OR NELL N. WITT
207 HEMLOCK RD PO BOX 2047 764-6818
BRISTOL, TN 37620

813

10/25 83

PAY TO THE ORDER OF Tenn. Democratic Party $17.00

Seventeen DOLLARS

FirstAmerican

[redacted]

Donald P Witt

TERRY OR GINGER JENKINS
RT 29 HIGHLAND VIEW DR 579-0669
KNOXVILLE, TN 37920

145

PAY TO THE ORDER OF Tenn. Democratic Party $ 9.00

nine dollars and no/100 DOLLARS

KNOX FEDERAL

contribution

[redacted]

RAY V. OR BRENDA R. DING
306 BLUE HAVEN DR.
KINGSPORT, TENN.

545

Oct 25 83

PAY TO THE ORDER OF Tenn. Democratic Party $ 12.00

Twelve dollars and no/100 DOLLARS

HERITAGE FEDERAL SAVINGS & LOAN ASSOCIATION
Kingsport, TN 37660

[redacted]

8504055274 1

COLLECTIVE EXHIBIT H

DR. RICHTER H. MOORE, JR.
MRS. RICHTER H. MOORE, JR.

No. _____

Oct 25 19 83

PAY TO THE ORDER OF Tennessee Democratic Party $ _____

Eighty and 50/100 _____ DOLLARS

HAMILTON BANK
Johnson City • Jonesborough • Gray
Tennessee

Mrs Richter H Moore

FOR [redacted]

DEAN S. OR ANITA L. BLEVINS 7-80
PHONE [redacted]
RT. 4, BOX 1244, COLONIAL ACRES
ELIZABETHTON, TENN. 37643

671

Oct 25 19 83

PAY TO THE ORDER OF Tennessee Democratic Party $ 17.—

Seventeen and —/100

CITIZENS BANK
ELIZABETHTON, TENNESSEE 37643

MEMO _____

[redacted]

RONALD STEINE
4000 POST RD APT F-69 [redacted]
NASHVILLE, TN 37205

3305

10/25 19 83

PAY TO THE ORDER OF Tennessee Democratic Party $ 27.00

Twenty-seven + no/100 _____ DOLLARS

First American Bank
Nashville, Tennessee

FOR _____ Ronald Steine

[redacted]

JAMES A. YOUNG
PHONE [redacted]
ROUTE 2, BOX 414
HARRIMAN, TN 37748

Oct 25 19 1439

Pay to the order of Tennessee Democratic Party $ 18.00

Eighteen + no/100 _____ Dollars

club 55

TO: Y-12 FEDERAL CREDIT UNION
Oak Ridge, Tn 37830

Memo _____

[redacted]

8504055527742

COLLECTIVE EXHIBIT H

8504055274 3

PATRICIA A. OR DAISY BRADLEY
PHONE 523-0887
1609 FAY ST.
KNOXVILLE, TN 37921

10-26 1983 951

Pay to the Order of Tennessee Democratic Party $ 18.00
Eighteen & 00/100 Dollars

FIRST TENNESSEE BANK 1ST
MEMPHIS, TENNESSEE

For [redacted]

Patricia A. Bradley

GENE HARTSOCK
P. O. BOX 66
LENOIR CITY, TENN. 37771

4266

10/26/83

PAY TO THE ORDER OF Tenn. Dem. Party $ 18.00
Eighteen & 00/100 DOLLARS

First National Bank
OF LOUDON COUNTY
LENOIR CITY, TENN. 37771

GENE HARTSOCK

For [redacted]

PAUL E. SMITH
1609 HIGBLER CIR. PH. 899-6311
EAST RIDGE, TN 37412

2019

10/26 1983

PAY TO THE ORDER OF Tennessee [redacted] $ 27.00
twenty seven & 00/100 DOLLARS

Union Planters
National Bank of Memphis, Tn.
In Chattanooga, Tn.

For [redacted]

JACK M. VAUGHN
MARY B. VAUGHN
2109 SWANNANOA AVE. 245-3289
KINGSPORT, TENN. 37664

3774

Oct 25 1983

PAY TO THE ORDER OF Democratic Party $ 8.50
Eight & 50 DOLLARS

United Security Bank
MT. CARMEL, TENNESSEE 37642

For [redacted]

CARL OR CLARA BENNETT
RT 14 BOX 617 789-6413
JONESBOROUGH, TN 37659

2982

Oct 25, 1983

Pay to the Order of Tennessee Democratic Party $ 8.50
Eight and 50/00 Dollars

FIRST TENNESSEE BANK 1ST
MEMPHIS, TENNESSEE

For [redacted]

FINANCIAL SERVICES STATEMENT

Nashville CityBank

315 UNION STREET • NASHVILLE, TENNESSEE 37201

TENNESSEE DEMOCRATIC EXECUTIVE COMMITTEE
205 7TH AVENUE NORTH
NASHVILLE TN 37203

13

ACCOUNT NUMBER	70-86402-0
STATEMENT DATE	10/20/83
BRANCH NUMBER	01
SOCIAL SEC. OR TAX ID NO.	[redacted]
PAGE NUMBER	1

TEMENT SUMMARY.....

PREVIOUS STATMENT 09/20/83, BALANCE OF....	1,039.33
2 DEPOSITS AND OTHER CREDITS TOTALING.	10,115.00
11 CHECKS AND OTHER DEBITS TOTALING....	3,792.63
SERVICE CHARGE AMOUNT.....	.00
CURRENT BALANCE AS OF STATEMENT DATE.....	7,362.20

CRIPTIVE TRANSACTIONS.....

TE	AMOUNT	TRANSACTION DESCRIPTION
'30	115.00+	DEPOSIT THANK YOU
'18	10,000.00+	LOAN PROCEEDS - THANK YOU

TE	CHECK NO	AMOUNT	DATE	CHECK NO	AMOUNT
'29	106	57.75	10/14	113	60.00
'05	108*	100.00	10/14	114	25.88
'07	109	50.00	10/18	115	84.62
'05	110	96.00	10/20	118*	2,457.88
'18	111	200.00	10/20	124*	636.50
'13	112	24.00			

INDICATES A SKIP IN SEQUENTIAL CHECK NUMBERS

LY BALANCE SUMMARY.....

DATE	BALANCE	DATE	BALANCE
09/29	982.08	10/13	827.08
09/30	1,097.08	10/14	741.20
10/05	901.08	10/18	10,456.58
10/07	851.08	10/20	7,362.20

***** NASHVILLE CITYBANK WILL BE CLOSED FRIDAY, *****
******** NOVEMBER 11TH, DUE TO VETERANS DAY. ********

ODRESS CHANGE SEE REVERSE SIDE OF THIS STATEMENT

EXHIBIT I

INTEREST CONTRACT

Date October 5, 1984

Nashville City Bank & Trust Co. (hereinafter "Nashville CityBank" or "Bank") has loaned or agreed to lend to the undersigned, as evidenced by the execution hereof by Bank, the principal sum of Thirty thousand and 00/100---------- Dollars, ($ 30,000.00), to be evidenced by a promissory note and/or notes equalling said principal amount. Undersigned agrees to pay Nashville CityBank interest at the rate(s) as follows:

(Check only one of the following blocks)

☒ a) The Nashville CityBank prime rate in effect from time to time, plus 2 percentage points per annum. Said interest rate to vary as of the date of the change of said Nashville CityBank prime rate during the term of the loan; however, such varying rate shall never exceed the maximum effective rate permissible under applicable law. Interest shall be paid in arrears quarterly _____.

OR

☐ b) The Nashville CityBank prime rate, plus _____ percentage points per annum, said interest rate to be adjusted _____, commencing _____, to reflect the then existing Nashville CityBank prime rate; however, such varying rate shall never exceed the maximum effective rate permissable under applicable law. Interest shall be paid _____, _____.

OR

☐ c) The Nashville CityBank prime rate, plus _____ percentage points per annum, the said Nashville CityBank prime rate being determined and set by Bank as of (1) the date of the execution of this interest contract by all parties hereto; or (2) at the option of Bank, the date of closing of the loan transaction. As the Nashville CityBank prime rate increases or decreases during the term of the loan, the rate fixed hereby shall not change; however, at Bank's option, upon any permitted renewal or extension of the loan or note(s) evidencing the loan, the renewal or extension shall be made at the then existing Nashville CityBank prime rate plus _____ percentage points per annum, but not to exceed the maximum effective rate permissible at the time of such extension or renewal under applicable law, or at Bank's option, any additional rate permissible under applicable law. Interest shall be paid _____, _____.

OR

☐ d) The rate of _____ percent per annum. Interest shall be paid _____, _____.
Upon any permitted renewal or extension of the loan or note(s) evidencing the loan, the rate shall be the same.

The security interests and collateral given to secure said note(s) or any other notes, loans or other evidences of indebtedness of the undersigned to Nashville CityBank shall also secure the undertaking of undersigned in this contract. At any time that said notes, loans or other evidences of indebtedness become due and payable whether by normal maturity or by acceleration as provided in said notes, loan or other evidences of indebtedness, interest at the aforesaid rate on said indebtedness shall become immediately due and payable, notwithstanding the payment intervals stated in any such notes, loans or other evidences of indebtedness. Notwithstanding anything to the contrary contained herein, after maturity, interest shall accrue at the highest rate then permissible under applicable law.

It is hereby expressly agreed that if from any circumstances whatsoever fulfillment of any provision of this contract at the time performance of such provision shall be due shall involve transcending the limit of validity presently described by any applicable usury statute or any other law, with regard to the obligations of like character and amount, then, the obligation to fulfill shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this contract that is in excess of the limit of such validity, but such obligation shall be fulfilled to the limit of such validity. In the event it is determined that interest has been collected in an amount which exceeds the maximum permitted under applicable law, in effect from time to time, such amounts will be accounted for first in reduction of the principal balance due, and any remaining excess will be used to decrease any interest then owing, or lastly, will be refunded to the undersigned.

The undersigned jointly and severally agree to pay any and all costs and expenses incurred by Bank in the enforcement or collection of this obligation or any other debt or obligation of the undersigned to Bank, including but not limited to reasonable attorney's fees, court costs, postage and telephone charges, and reasonable compensation for time expended by Bank personnel, as well as any other expense so incurred.

This contract is to be construed according to the laws of the State of Tennessee. If any provision of this contract shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof.

NASHVILLE CITY BANK & TRUST CO.

By: Ronald L. Samuels SVP
Ronald L. Samuels

Tennessee Democratic Executive Committee

BY: Richard Lodge, Chairman
Richard Lodge
Borrowers

NCB 70-132 (Revised 03-81)

COLLECTIVE EXHIBIT J

8504055274 5

8 5 0 4 0 5 5 2 7 4 6

New/Rev	Cust No	Note No	Br No	C Note Form B	Int	Pr •	Pr Use	Review		This line Bank Acc use only
	$6090-00	34619	81	1 3 5 2 4 6	Adv/AR		0 1 2 3 4 5			

TENNESSEE NOTE

ensee Democratic Executive Committee

Nashville, Tennessee, Dated October 5, 1984

: VALUE RECEIVED, the undersigned jointly and severally promise to pay to the order of NASHVILLE CITY BANK AND TRUST CO., Nashville, Tennessee 372
anking offices, the sum of Thirty thousand and 00/100 DOLI
)00.00), 365 days after date.

se of suit, or if this obligation or any other obligation of undersigned or any of them to the holder of this note is placed in the hands of an attorney for collection, the undersigned shall pay all costs and exp
luding reasonable attorney's fees.
note shall bear interest after maturity at the highest rate permissible at the time under the laws of the State of Tennessee and/or the United States of America.
cure payment of this Note and all other present and future indebtedness of undersigned to holder, whether due or to become due, direct or indirect, however created, undersigned grants to holder a security int
edits, deposits, accounts, items, monies, and all other property of undersigned now or hereafter with, in possession of, or under control of holder, including specifically the following securities or other propert
as this day pledged with said Bank, in accordance with the Collateral Agreement set forth on the reverse side hereof and incorporated herein by references:

happening of any of the following, holder may at its option, declare this note and all other obligations of undersigned due and payable, and enforce its security interests granted above: (1) Undersigned fails t
hen due under this or any other obligation to holder (time is of the essence of this contract); (2) the institution of any proceedings by or against the undersigned under any of the provisions of the Federal Ban
tate Insolvency Law or for the appointment of a receiver for the undersigned, or if the undersigned should make an assignment for the benefit of creditors or become insolvent; (3) undersigned makes a r
ion of financial condition in any statement submitted to holder; (4) the market value of the collateral herewith pledged declines to a value less than the balance which remains due upon this obligati
h upon request of holder to pay the amount of this obligation which equals the difference between market value of said collateral and the remaining balance due or to pledge additional collateral with a m
f said difference; (5) undersigned is made a party defendant in any suit or proceeding for the violation of a criminal statute or for failure to pay any State or Federal taxes, or becomes a party in any
undersigned sells, dissolves, or otherwise ceases transaction of his business, or moves either his business or residence outside of the State of Tennessee without providing notice to Holder; (7) the death, adjud
appointment of a conservator of or for the undersigned; (8) issuance of execution or other process against any property of the undersigned; or (9) for any other reason holder shall feel insecure. Every m
f consents to any and all extensions of time, renewals, waivers, or modifications that may be granted by holder with respect to payment or other provisions of this note and waives protest, presentment, demand
payment. Further, undersigned expressly waives any and all exemptions under the provisions of the Federal Bankruptcy Code and any similar state statute which would jeopardize or diminish bank's righ
operty of undersigned securing the indebtedness evidenced hereby.
note is to be construed according to the laws of the State of Tennessee. If any provision of this note shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not aff
s hereof
ever used herein, the singular shall include the plural and vice versa.

Tennessee Democratic Executive Committee

BY: Richard Lodge, Jr., Chairman

0 Rutledge Street

lle, Tennessee

Zip Code 37210

-125

COLLECTIVE EXHIBIT J

Nashville CityBank
NASHVILLE, TENNESSEE

SAVE THIS RECEIPT UNTIL YOU HAVE VERIFIED YOUR NEXT STATEMENT TO BE CORRECT. TELLERS MACHINE IMPRINT GIVES ACCOUNT NUMBER, TRANSACTION NUMBER, AMOUNT, TELLER'S NUMBER, AND DATE. ALL ITEMS ARE CREDITED SUBJECT TO PAYMENT.

NCB 1-100 REV. 8-83

70864187
91 [redacted]
11803 01-28-85

PLEASE ENDORSE ALL CHECKS. Checks and other items are received for deposit subject to the rules and regulations of this financial institution. Endorsement may be accomplished by rubber stamp.

Transfer from TDP	8655	41

ENTER TOTAL OF CHECKS HERE

Nashville CityBank

DATE Jan. 28, 1985

	DOLLARS	CENTS
CURRENCY		
COINS		
FRONT SIDE TOTAL	8655	41
REVERSE SIDE TOTAL		
TOTAL DEPOSIT	$ 8655	41

TENNESSEE DEMOCRATIC EXECUTIVE COMMITTEE

[redacted]

8504055527 47

WITHDRAWAL—REGULAR CHECKING

Nashville, Tenn. JAN 28 1985

Please Charge My Account and Pay to my Order $ 8,655.41

eight thousand six hundred fifty-five and 41/100 — Dollars

NEGOTIABLE ONLY AT AN OFFICE OF NASHVILLE CITY BANK

Nashville CityBank
[redacted] NASHVILLE, TENN. 37201

ACCOUNT NUMBER PLEASE 70864187

[redacted]

EXHIBIT K

LAW OFFICES
GULLETT, SANFORD & ROBINSON

B. B. GULLETT
VALERIUS SANFORD
JACK W. ROBINSON
W. HAROLD BIGHAM
ALLEN D. LENTZ
JOEL M. LEEMAN
JEAN NELSON
WESLEY D. TURNER
BARBARA J. MOSS
TODD J. CAMPBELL
JEFFREY MOBLEY
JUSTIN T. MILAM

THIRD FLOOR
METROPOLITAN FEDERAL BUILDING
230 FOURTH AVENUE, NORTH
POST OFFICE BOX 2757
NASHVILLE, TENNESSEE 37219-0757
TELEPHONE (615) 244-4994

May 23, 1985

Eric Kleinfeld, Esq.
General Counsel's Office
Federal Election Commission
Washington, DC 20463

Re: MUR No. 2003 - Tennessee State Democratic Committee and Anna Durham Windrow, Treasurer

Dear Mr. Kleinfeld:

Please be advised that I will be representing the Tennessee State Democratic Committee and Anna Durham Windrow, Treasurer, in the above-referenced matter. An appropriate designation of counsel form will be submitted forthwith.

We will respond to your inquiries in a timely manner as soon as we have had an opportunity to review the matter.

Sincerely,

Todd Campbell

Todd Campbell

TC:bh

LAW OFFICES
GULLETT, SANFORD & ROBINSON
P. O. Box 2757
NASHVILLE, TENNESSEE 37219-0757

Eric Kleinfeld, Esq.
General Counsel's Office
Federal Election Commission
Washington, DC 20463

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	MUR 2003
Tennessee State Democratic Committee	)	
	)	
Anna Durham Windrow, treasurer	)	

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on June 19, 1985, the Commission decided by a vote of 6-0 to take the following actions in MUR 2003:

1. Take no further action against the Tennessee State Democratic Committee and Anna Durham Windrow, as treasurer, for a violation of 2 U.S.C. § 441b;

2. Enter into conciliation with the Tennessee State Democratic Committee and Anna Durham Windrow, as treasurer, prior to a finding of probable cause to believe that a violation of 11 CFR § 102.5(a)(1)(i) occurred;

3. Approve the proposed conciliation agreement attached to the General Counsel's Report signed June 14, 1985;

4. Approve and send the letter attached to the General Counsel's Report signed June 14, 1985.

Commissioners Aikens, Elliott, Harris, McDonald, McGarry and Reiche voted affirmatively in this matter.

Attest:

6-19-85
Date

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

EK 5/15

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

Anna Durham Windrow, treasurer
Tennessee State Democratic Committee
40 Rutledge Street
Nashville, TN 37210

RE: MUR _____
Tennessee State Democratic Committee and Anna Durham Windrow, treasurer

Dear Ms. Windrow:

On , 1985, the Federal Election Commission determined that there is reason to believe that the Tennessee State Democratic Committee and you, as treasurer, violated 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act") and 11 C.F.R. § 102.5(a)(1)(i), a provision of the Commission's Regulations. The General Counsel's factual and legal analysis, which formed a basis for the Commission's findings, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you and the committee. You may submit any factual or legal materials which you believe are relevant to the Commission's consideration of this matter. Please submit any such materials, along with your answers to the enclosed questions, within ten 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 your committee and you, as treasurer, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation. Of course, this does not preclude the settlement of this matter through conciliation prior to a finding of probable cause to believe if so desired. See 11 C.F.R. § 111.18(d).

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 Eric Kleinfeld, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

John Warren McGarry
Chairman

Enclosures
Questions
General Counsel's Factual and Legal Analysis
Procedures
Designation of Counsel Statement

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

May 17, 1985

Anna Durham Windrow, treasurer
Tennessee State Democratic Committee
40 Rutledge Street
Nashville, TN 37210

RE: MUR 2003
Tennessee State Democratic Committee and Anna Durham Windrow, treasurer

Dear Ms. Windrow:

On May 14, 1985, the Federal Election Commission determined that there is reason to believe that the Tennessee State Democratic Committee and you, as treasurer, violated 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act") and 11 C.F.R. § 102.5(a)(1)(i), a provision of the Commission's Regulations. The General Counsel's factual and legal analysis, which formed a basis for the Commission's findings, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you and the committee. You may submit any factual or legal materials which you believe are relevant to the Commission's consideration of this matter. Please submit any such materials, along with your answers to the enclosed questions, within ten 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 your committee and you, as treasurer, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation. Of course, this does not preclude the settlement of this matter through conciliation prior to a finding of probable cause to believe if so desired. See 11 C.F.R. § 111.18(d).

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 Eric Kleinfeld, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

John Warren McGarry
Chairman

Enclosures
Questions
General Counsel's Factual and Legal Analysis
Procedures
Designation of Counsel Statement

Questions for the Tennessee State Democratic Committee

On May 14 , 1985, the Federal Election Commission ("Commission") determined there was reason to believe that the Tennessee State Democratic Committee and Anna Durham Windrow, as treasurer, violated 2 U.S.C. § 441b of the Federal Election Campaign Act of 1971, as amended, ("Act") and 11 C.F.R. § 102.5(a)(1)(i) of the Commission's Regulations.

As part of its investigation into this matter, the Commission requests that answers be provided to the following questions. The "loan" refers to the $15,000 loan which the Tennessee Democratic Party received from the United Southern Bank and transferred to the Democratic National Telethon.

1. At the time of repayment of the loan on November 16, 1983, was any of the money contained in your non-federal account attributable to labor union contributions?

2. If the answer to question number 1 is yes, state the total amount of funds in your non-federal account which had a union source at the time of repayment of the loan on November 16, 1983.

3. State the total amount of funds in your non-federal account at the time of repayment of the loan on November 16, 1983.

GENERAL COUNSEL'S FACTUAL AND LEGAL ANALYSIS

RESPONDENT Tennessee State Democratic Committee MUR NO 2003
Anna Durham Windrow, treasurer

SUMMARY OF ALLEGATIONS

The Tennessee State Democratic Committee ("Committee") was referred to this Office by the Reports Analysis Division ("RAD") for possible violations of 11 C.F.R. § 102.5(a)(1)(i) and § 102.6(a)(1)(iv) in connection with a $15,000 bank loan obtained by the Tennessee Democratic Party[1/] and subsequently transferred as an advance for a joint fundraiser, the Democratic National Telethon ("DNT"). The loan was repaid by the Party's state account.

FACTUAL AND LEGAL ANALYSIS

a. Factual Background

The Tennessee Democratic Party on May 12, 1983 borrowed $15,000 from the United Southern Bank of Nashville. The loan was guaranteed by three individuals for $5000 each, had a due date of November 8, 1983, and was to be at an interest rate of one point above the prime rate. On the same day that the money was borrowed (May 12), it was transferred to the Democratic National Telethon, a federal account. The loan proceeds were advanced as the Tennessee Democratic Party's share of costs for a joint fundraising event (the telethon) which the Democratic National Committee held on May 28-29, 1983, in conjunction with 35 Democratic state party committees.

1/ As explained infra, a reference to the Tennessee Democratic Party ("Party") means the Democratic party organization in the state of Tennessee. This was also the name of that organization's non-federal acount. A reference to the Tennessee State Democratic Committee ("Committee") means the federal account which was subsequently set up by the Party.

According to the Tennessee Democratic Party in response to RAD's inquiry, the loan proceeds were not deposited into any account prior to the transfer to DNT. The Party's only account said to be in existence at the time the money was borrowed was a state account entitled "Tennessee Democratic Party." However, on May 19, 1983, the party filed a statement of organization with the Federal Election Commission ("Commission") for the Tennessee State Democratic Committee, its federal account. Subsequently, the Committee disclosed on its 1983 Mid-Year Report (filed on July 29, 1983) the $15,000 loan from United Southern Bank and the corresponding $15,000 transfer-out to DNT.

Because the loan was reported as still outstanding on the Committee's 1983 Year-End Report, RAD sent a Request for Additional Information ("RFAI") to the Committee on October 18, 1984, followed by a Second Notice on November 8, 1984, noting a possible violation of 11 C.F.R. § 102.5 and requesting additional clarifying information.

The Tennessee Democratic Party subsequently indicated that the loan was repaid on November 16, 1983, and the Committee reported the repayment on its amended 1983 Year-End Report. The total amount of the repayment was $16,155.14. Of the total repayment, $7500 came from a transfer by DNT on November 10, 1983, in partial repayment of the original advance for the joint fundraiser. According to the Party, the remaining $8655.41 used to repay the bank note came from the Tennessee Democratic Party account (the state account) instead of from the Committee. On January 28, 1985 the Tennessee Democratic Party, after contact

with RAD, transferred $8655.41 from their federal account to their state account, to cover the amount of the loan repayment made from funds contained in the Party's state account.

b. Legal Analysis

Pursuant to 11 C.F.R. § 102.6(a)(1)(ii), party committees may transfer among each other funds in unlimited amounts. However, any party committee making a transfer (under § 102.6(a)(1)(ii)) must count such a transfer against the reporting thresholds of the Federal Election Campaign Act of 1971, as amended, ("Act") in determining whether the party committee is a political committee within the meaning of 2 U.S.C. § 431(4) and 11 C.F.R. § 100.5. Any committee which makes expenditures in excess of $1000 during a calendar year is a political committee pursuant to 2 U.S.C. § 431(4), triggering the Act's registration and reporting requirements. Under 2 U.S.C. § 433(a), a party committee must file a statement of organization within 10 days after becoming a political committee.

Under this analysis, the transfer of loan proceeds from the Tennessee Democratic Party to DNT was permissible pursuant to 11 C.F.R. § 102.6. However, because the amount of the transfers to DNT was $15,000, in excess of the limit for unregistered organizations, the Tennessee Democratic Party qualified as a political committee, triggering the registration requirements of the Act. The Tennessee Democratic Party complied with 2 U.S.C. § 433(a) when it filed a statement of organization for the federal account, the "Tennessee State Democratic Committee," seven days after the transfer to DNT.

Under 11 C.F.R. § 102.5, organizations, including political parties, that are political committees and wish to finance both federal and non-federal political activity must do so either (1) through two separate entities, one of which is a separate federal account which alone shall finance the organization's federal political activity, 11 C.F.R. § 102.5(a)(1)(i); or (2) through a single entity which may finance both federal and non-federal elections, as long as all contributions it receives are subject to the Act's prohibitions and limitations, 11 C.F.R. § 102.5(a)(1)(ii).[2/]

A federal account which is established under the first alternative shall be treated as a separate federal political committee and must comply with the Act's requirements, including registration and reporting. 11 C.F.R. § 102.5(a)(1)(i). All disbursements made by the political committee in connection with any federal election must be made from the federal account. 11 C.F.R. § 102.5(a)(1)(i).

Following receipt of the loan and its subsequent transfer to DNT, the Tennessee Democratic Party apparently opened a federal account, registered it with the Commission as the Tennessee State Democratic Committee and began reporting its activities. Once having done so, the Party was required, in order to comply with 11 C.F.R. § 102.5, to make all disbursements in connection with a

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2/ However, it is not the original transfer to DNT which is covered by § 102.5, it is the loan repayment. The scope of § 102.5 apparently does not cover transfers and joint fundraising. The transfer between the Party and DNT is one between two distinct entities and is more properly covered by § 102.6.

federal election from the federal account. However, in November, 1983, when the Tennessee Democratic Party repaid the loan in question, it used $8655.41 from its non-federal account. The loan had originally been transferred to DNT, a federal account, for federal election activity. Therefore, the funds to repay the loan which had as their origin the non-federal account ($8655.41) were required to come from the federal account. Accordingly, because the loan should have been repaid from the federal account, the Office of General Counsel recommends that the Commission find reason to believe that the Tennessee State Democratic Committee and Anna Durham Windrow, as treasurer, violated 11 C.F.R. § 102.5(a)(1)(i).

Where, as here, the funds used to repay an obligation in connection with federal political activity come from a state (non-federal) account, the potential exists for prohibited funds to be used for federal political activity. A corporation or labor organization is prohibited from making a contribution or expenditure in connection with any federal election. 2 U.S.C. § 441b. A political committee is prohibited from knowingly receiving any contribution prohibited by 2 U.S.C. § 441b. 11 C.F.R. § 114.2(c).3/

3/ According to the Commission's publication Campaign Finance Law 84, Tennessee state law prohibits corporate contributions, Tennessee Code Annotated § 2-19-132, but permits unlimited contributions from labor unions. Therefore union funds may have been used to repay a portion of the loan.

The loan received by the Tennessee Democratic Party was used for purposes related to federal political activity. In repaying a portion of the loan from funds in its state account, the Tennessee Democratic Party may have used funds not subject to the Act's prohibitions to satisfy this obligation. For the Party to use impermissible funds in this manner would be an apparent violation of 2 U.S.C. § 441b. Accordingly, the Office of General Counsel recommends that the Commission find reason to believe that the Tennessee State Democratic Committee and Anna Durham Windrow, as treasurer, violated 2 U.S.C. § 441b.

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	RAD REFERRAL 85L-7
Tennessee State Democratic	)	
Committee	)	
Anna Durham Windrow, treasurer	)	

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on May 13, 1985, the Commission decided by a vote of 6-0 to take the following actions in RAD Referral 85L-7:

1. Open a MUR.

2. Find reason to believe that the Tennessee State Democratic Committee and Anna Durham Windrow, as treasurer, violated 2 U.S.C. § 441b.

3. Find reason to believe that the Tennessee State Democratic Committee and Anna Durham Windrow, as treasurer, violated 11 C.F.R. § 102.5(a)(1)(i).

4. Approve the letter, Factual and Legal Analysis and Questions for respondent as submitted with the First General Counsel's Report signed May 7, 1985.

Commissioners Aikens, Elliott, Harris, McDonald, McGarry and Reiche voted affirmatively in this matter.

Attest:

5-14-85
Date

Judy C. Ransom
for Marjorie W. Emmons
Secretary of the Commission

Received in Office of Commission Secretary: 5-8-85, 2:49
Circulated on 48 hour tally basis: 5-9-85, 11:00

SENSITIVE

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

RECEIVED
OFFICE OF THE FEC
COMMISSION SECRETARY

FIRST GENERAL COUNSEL'S REPORT

DATE AND TIME OF TRANSMITTAL BY OGC TO THE COMMISSION _____

REFERRAL #: 85-27
STAFF: Eric Kleinfeld

SOURCE OF REFERRAL: INTERNALLY GENERATED

RESPONDENTS' NAMES: Tennessee State Democratic Committee
Anna Durham Windrow, treasurer

RELEVANT STATUTES: 2 U.S.C. § 441b
11 C.F.R. § 102.5 and § 102.6

INTERNAL REPORTS CHECKED: Committee Reports

FEDERAL AGENCIES CHECKED: N/A

GENERATION OF MATTER

This matter was referred to the Office of General Counsel on March 15, 1985 by the Reports Analysis Division ("RAD") after their review of reports filed by the Tennessee State Democratic Committee ("Committee").

SUMMARY OF ALLEGATIONS

The Tennessee State Democratic Committee was referred to this Office for possible violations of 11 C.F.R. § 102.5(a)(1)(i) and § 102.6(a)(1)(iv) in connection with a $15,000 bank loan obtained by the Tennessee Democratic Party[1/] and subsequently transferred as an advance for a joint fundraiser, the Democratic National Telethon ("DNT"). The loan was repaid by the Party's state account.

1/ As explained infra, a reference to the Tennessee Democratic Party ("Party") means the Democratic party organization in the state of Tennessee. This was also the name of that organization's non-federal acount. A reference to the Tennessee State Democratic Committee ("Committee") means the federal account which was subsequently set up by the Party.

FACTUAL AND LEGAL ANALYSIS

a. Factual Background

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According to the Tennessee Democratic Party in response to RAD's inquiry, the loan proceeds were not deposited into any account prior to the transfer to DNT. The Party's only account said to be in existence at the time the money was borrowed was a state account entitled "Tennessee Democratic Party." However, on May 19, 1983, the party filed a statement of organization with the Federal Election Commission ("Commission") for the Tennessee State Democratic Committee, its federal account. Subsequently, the Committee disclosed on its 1983 Mid-Year Report (filed on July 29, 1983) the $15,000 loan from United Southern Bank and the corresponding $15,000 transfer-out to DNT.

Because the loan was reported as still outstanding on the Committee's 1983 Year-End Report, RAD sent a Request for

Additional Information ("RFAI") to the Committee on October 18, 1984, followed by a Second Notice on November 8, 1984, noting a possible violation of 11 C.F.R. § 102.5 and requesting additional clarifying information.

The Tennessee Democratic Party subsequently indicated that the loan was repaid on November 16, 1983, and the Committee reported the repayment on its amended 1983 Year-End Report. The total amount of the repayment was $16,155.14. Of the total repayment, $7500 came from a transfer by DNT on November 10, 1983, in partial repayment of the original advance for the joint fundraiser. According to the Party, the remaining $8655.41 used to repay the bank note came from the Tennessee Democratic Party account (the state account) instead of from the Committee. On January 28, 1985 the Tennessee Democratic Party, after contact with RAD, transferred $8655.41 from their federal account to their state account, to cover the amount of the loan repayment made from funds contained in the Party's state account.

b. Legal Analysis

Pursuant to 11 C.F.R. § 102.6(a)(1)(ii), party committees may transfer among each other funds in unlimited amounts. However, any party committee making a transfer (under § 102.6(a)(1)(ii)) must count such a transfer against the reporting thresholds of the Federal Election Campaign Act of 1971, as amended, ("Act") in determining whether the party committee is a political committee within the meaning of 2 U.S.C. § 431(4) and 11 C.F.R. § 100.5. Any committee which makes expenditures in excess of $1000 during a calendar year is a

political committee pursuant to 2 U.S.C. § 431(4), triggering the Act's registration and reporting requirements. Under 2 U.S.C. § 433(a), a party committee must file a statement of organization within 10 days after becoming a political committee.

Under this analysis, the transfer of loan proceeds from the Tennessee Democratic Party to DNT was permissible pursuant to 11 C.F.R. § 102.6. However, because the amount of the transfers to DNT was $15,000, in excess of the limit for unregistered organizations, the Tennessee Democratic Party qualified as a political committee, triggering the registration requirements of the Act. The Tennessee Democratic Party complied with 2 U.S.C. § 433(a) when it filed a statement of organization for the federal account, the "Tennessee State Democratic Committee," seven days after the transfer to DNT.

Under 11 C.F.R. § 102.5, organizations, including political parties, that are political committees and wish to finance both federal and non-federal political activity must do so either (1) through two separate entities, one of which is a separate federal account which alone shall finance the organization's federal political activity, 11 C.F.R. § 102.5(a)(1)(i); or (2) through a single entity which may finance both federal and non-federal elections, as long as all contributions it receives are subject to the Act's prohibitions and limitations, 11 C.F.R. § 102.5(a)(1)(ii).[2/]

2/ However, it is not the original transfer to DNT which is covered by § 102.5, it is the loan repayment. The scope of § 102.5 apparently does not cover transfers and joint fundraising. The transfer between the Party and DNT is one between two distinct entities and is more properly covered by § 102.6.

A federal account which is established under the first alternative shall be treated as a separate federal political committee and must comply with the Act's requirements, including registration and reporting. 11 C.F.R. § 102.5(a)(1)(i). All disbursements made by the political committee in connection with any federal election must be made from the federal account. 11 C.F.R. § 102.5(a)(1)(i).

Following receipt of the loan and its subsequent transfer to DNT, the Tennessee Democratic Party apparently opened a federal account, registered it with the Commission as the Tennessee State Democratic Committee and began reporting its activities. Once having done so, the Party was required, in order to comply with 11 C.F.R. § 102.5, to make all disbursements in connection with a federal election from the federal account. However, in November, 1983, when the Tennessee Democratic Party repaid the loan in question, it used $8655.41 from its non-federal account. The loan had originally been transferred to DNT, a federal account, for federal election activity. Therefore, the funds to repay the loan which had as their origin the non-federal account ($8655.41) were required to come from the federal account. Accordingly, because the loan should have been repaid from the federal account, the Office of General Counsel recommends that the Commission find reason to believe that the Tennessee State Democratic Committee and Anna Durham Windrow, as treasurer, violated 11 C.F.R. § 102.5(a)(1)(i).

Where, as here, the funds used to repay an obligation in connection with federal political activity come from a state

(non-federal) account, the potential exists for prohibited funds to be used for federal political activity. A corporation or labor organization is prohibited from making a contribution or expenditure in connection with any federal election. 2 U.S.C. § 441b. A political committee is prohibited from knowingly receiving any contribution prohibited by 2 U.S.C. § 441b. 11 C.F.R. § 114.2(c).3/

The loan received by the Tennessee Democratic Party was used for purposes related to federal political activity. In repaying a portion of the loan from funds in its state account, the Tennessee Democratic Party may have used funds not subject to the Act's prohibitions to satisfy this obligation. For the Party to use impermissible funds in this manner would be an apparent violation of 2 U.S.C. § 441b. Accordingly, the Office of General Counsel recommends that the Commission find reason to believe that the Tennessee State Democratic Committee and Anna Durham Windrow, as treasurer, violated 2 U.S.C. § 441b.

RECOMMENDATIONS

The Office of General Counsel recommends that the Commission:

1. Open a MUR.

3/ According to the Commission's publication Campaign Finance Law 84, Tennessee state law prohibits corporate contributions, Tennessee Code Annotated § 2-19-132, but permits unlimited contributions from labor unions. Therefore union funds may have been used to repay a portion of the loan.

2. Find reason to believe that the Tennessee State Democratic Committee and Anna Durham Windrow, as treasurer, violated 2 U.S.C. § 441b.

3. Find reason to believe that the Tennessee State Democratic Committee and Anna Durham Windrow, as treasurer, violated 11 C.F.R. § 102.5(a)(1)(i).

4. Approve the attached letter, Factual and Legal Analysis and Questions for respondent.

Charles N. Steele
General Counsel

May 7, 1985
Date

BY: Kenneth A. Gross
Kenneth A. Gross
Associate General Counsel

Attachments
A. Referral Materials
B. Proposed letter (1)
C. Questions for respondent
D. Factual and Legal Analysis

(2)

REPORTS ANALYSIS REFERRAL

TO

OFFICE OF GENERAL COUNSEL

DATE: 15 March 1985

ANALYST: Michael D. Butterfield

I. COMMITTEE: Tennessee State Democratic Committee
(C00167346)
Anna Durham Windrow, Treasurer
(May 19, 1984-present)
J.D. Wallace, Treasurer
(May 19, 1983-May 19, 1984)
40 Rutledge Street
Nashville, TN 37210

II. RELEVANT STATUTE: 11 CFR 102.5(a)(1)(i) and 102.6(a)(1)(iv)

III. BACKGROUND:

Apparent Impermissible Transfer of Funds

The Tennessee State Democratic Committee's ("the Committee") 1983 Mid-Year Report disclosed receipt of a $15,000 bank loan on May 12, 1983 with a due date of November 8, 1983 (Attachment 2). This report also disclosed a corresponding $15,000 transfer-out to the Democratic National Telethon ("Telethon Account") on May 12, 1983 (Attachment 3). Since the bank loan was still outstanding on the 1983 Year End Report, a Request for Additional Information ("RFAI") was sent to the Committee on October 18, 1984 (Attachment 4).

The Committee submitted a cover letter, an amended Year End Report, and a copy of a promissory note on November 5, 1984 (Attachment 5). As stated in the cover letter, "the entire loan, plus the agreed upon interest, was paid in full to the FDIC on November 16, 1983 . . . because the United Southern Bank of Nashville had become insolvent." The repayment, however, was made from the Tennessee Democratic Executive Committee account.

A Second Notice was sent on November 8, 1984, notifying the Committee that 11 CFR 102.5 prohibits a non-Federal account from financing activity in connection with Federal elections and requesting further information concerning the loan (Attachment 6).

On November 26, 1984, the Committee submitted a written response along with a revised Year End Report (Attachment 7). According to the cover letter, "a thorough investigation was conducted which revealed that the loan in question was not deposited in the federal account and was not used for federal election activity." The error in originally disclosing the activity on the Committee's reports resulted from "duplicative bank account names used by prior administrators and current administrators of the Tennessee Democratic Party."

Since the Committee's follow-up response indicated that its non-Federal account may have transferred funds to the Telethon Account, an RFAI was sent concerning the 1983 Mid-Year Report on December 12, 1984 (Attachment 8). The RFAI provided notification of an apparent violation of 11 CFR 102.5, and advised the Committee to amend the Mid-Year Report by deleting the loan received and the transfer-out to the Telethon Account.

On December 17, 1984, Mr. Patrick Baskette, Executive Director for the Tennessee Democratic Party ("the Party") called the RAD analyst and stated that the Committee did not have a copy of its Mid-Year Report (Attachment 9). The analyst agreed to send a copy, and also informed Mr. Baskette of the apparent discrepancy involving the bank loan. Mr. Baskette stated that they were researching the information and a response would be forthcoming.

The Committee submitted a letter on December 21, 1984, which stated that additional clarifying information would be provided, as soon as they received and evaluated the information on the Mid-Year Report (Attachment 10). On January 3, 1985, a Second Notice was sent to the Committee which reiterated the points mentioned in the original RFAI (Attachment 11).

Mr. Todd Campbell, legal counsel for the Party, called on January 25, 1985 and notified the analyst that the Committee's response should be received by the Commission in a few days (Attachment 12).

A detailed letter of explanation presenting new facts and several pieces of supporting documentation were received on January 31, 1985 (Attachment 13). According to the response, the $15,000 loan obtained by the Party was not deposited into any bank account; rather, it was transferred directly to the Telethon Account. At the time, however, the only account maintained by the Party was a state account named the Tennessee Democratic Party.

On November 16, 1983, the state account repaid $16,155.41 on the outstanding loan to the Federal Deposit Insurance Corporation, because the United Southern Bank (aka U.S. Bank) was no longer in business. The state account used a $7,500 transfer from the Telethon Account and $8,655.41 of its own funds to repay the loan, since the Party believed that the transactions involved non-Federal activity. Upon learning to the contrary, the Committee then transferred-out $8,655.41 to the state account on January 28, 1985, in order to remedy the previous payment by the state account.

IV. OTHER PENDING MATTERS INITIATED BY RAD:

None

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FEDERAL ELECTION COMMISSION
COMMITTEE INDEX OF DISCLOSURE DOCUMENTS - (C) (83-84)

DATE 12MAR85
PAGE 1

PARTY RELATED

COMMITTEE	DOCUMENT	RECEIPTS	DISBURSEMENTS	TYPE OF FILER COVERAGE DATES	# OF PAGES	MICROFILM LOCATION
TENNESSEE STATE DEMOCRATIC COMMITTEE				PARTY NON-QUALIFIED		ID #C00167346
1983	STATEMENT OF ORGANIZATION			19MAY83	2	83FEC/272/1242
	NOTICE OF FAILURE TO FILE			1APR83 -30JUN83	1	84FEC/341/10[illegible]
	MID-YEAR REPORT	15,000	15,000	12MAY83 -31JUL83	5	83FEC/279/07[illegible]
	MID-YEAR REPORT - AMENDMENT	-	-	1JAN83 - 1JUL83	1	84FEC/357/4176
	MID-YEAR REPORT - AMENDMENT	-	-	1JAN83 - 1JUL83	7	85FEC/363/3016
	REQUEST FOR ADDITIONAL INFORMATION			1JAN83 -31JUL83	2	84FEC/356/2889
	REQUEST FOR ADDITIONAL INFORMATION 2ND			1JAN83 -31JUL83	2	85FEC/358/1154
	YEAR-END	0	0	1JUL83 -31DEC83	4	84FEC/292/4894
	YEAR-END - AMENDMENT	0	16,155	1JUL83 -31DEC83	7	84FEC/348/1892
	YEAR-END - AMENDMENT	0	0	1JUL83 -31DEC83	4	84FEC/357/0750
	YEAR-END - AMENDMENT	7,500	16,155	1JUL83 -31DEC83	6	85FEC/363/3023
	YEAR-END - AMENDMENT	-	-	1JUL83 -31DEC83	1	85FEC/363/3562
	REQUEST FOR ADDITIONAL INFORMATION			1JUL83 -31DEC83	1	84FEC/341/1019
	REQUEST FOR ADDITIONAL INFORMATION 2ND			1JUL83 -31DEC83	2	84FEC/348/3409
1984	STATEMENT OF ORGANIZATION - AMENDMENT			18JUN84	1	84FEC/317/0821
	MISCELLANEOUS REPORT			13JUL84 TO FEC	3	84FEC/322/2382
	APRIL QUARTERLY	0	0	1JAN84 -15APR84	5	84FEC/310/3716
	APRIL QUARTERLY - AMENDMENT	21,688	18,033	1JAN84 -31MAR84	10	84FEC/314/1189
	APRIL QUARTERLY - AMENDMENT	0	0	1JAN84 -31MAR84	4	84FEC/322/2378
	APRIL QUARTERLY - AMENDMENT	21,688	18,033	1JAN84 -31MAR84	15	84FEC/348/1868
	APRIL QUARTERLY - AMENDMENT	21,688	18,033	1JAN84 -31MAR84	4	84FEC/357/0746
	REQUEST FOR ADDITIONAL INFORMATION			1JAN84 -31MAR84	3	84FEC/341/101[illegible]
	REQUEST FOR ADDITIONAL INFORMATION 2ND			1JAN84 -31MAR84	2	84FEC/348/34[illegible]
	JULY QUARTERLY	58,927	61,712	1APR84 -30JUN84	14	84FEC/348/18[illegible]
	JULY QUARTERLY - AMENDMENT	-	-	1APR84 -30JUN84	3	84FEC/349/4636
	JULY QUARTERLY - AMENDMENT	58,927	61,712	1APR84 -30JUN84	4	84FEC/357/4177
	REQUEST FOR ADDITIONAL INFORMATION			1APR84 -30JUN84	1	84FEC/349/4251
	REQUEST FOR ADDITIONAL INFORMATION 2ND			1APR84 -30JUN84	2	84FEC/357/2163
	OCTOBER QUARTERLY	44,066	43,726	1JUL84 -30SEP84	12	84FEC/340/3952
	OCTOBER QUARTERLY - AMENDMENT	68,166	64,472	1JUL84 -30SEP84	18	84FEC/348/191[illegible]
	OCTOBER QUARTERLY - AMENDMENT	67,166	65,472	1JUL84 -30SEP84	7	84FEC/357/41[illegible]
	OCTOBER QUARTERLY - AMENDMENT	67,166	65,472	1JUL84 -30SEP84	7	85FEC/361/0172
	NOTICE OF FAILURE TO FILE			1JUL84 -30SEP84	1	84FEC/341/1014
	REQUEST FOR ADDITIONAL INFORMATION			1JUL84 -30SEP84	5	84FEC/349/4245
	REQUEST FOR ADDITIONAL INFORMATION 2ND			1JUL84 -30SEP84	2	84FEC/357/2150
	PRE-GENERAL	30,388	29,843	10CT84 -17OCT84	17	84FEC/345/4821
	PRE-GENERAL - AMENDMENT	30,388	29,843	10CT84 -17OCT84	9	84FEC/348/1883
	PRE-GENERAL - AMENDMENT	30,388	31,843	10CT84 -17OCT84	7	84FEC/356/1964
	REQUEST FOR ADDITIONAL INFORMATION			10CT84 -17OCT84	1	84FEC/349/5025
	REQUEST FOR ADDITIONAL INFORMATION 2ND			10CT84 -17OCT84	1	84FEC/357/24[illegible]
	POST-GENERAL	53,780	48,602	18OCT84 -26NOV84	17	84FEC/356/1971
	POST-GENERAL - AMENDMENT	53,780	48,602	18OCT84 -26NOV84	4	85FEC/365/4821
	POST-GENERAL - AMENDMENT	-		18OCT83 -26NOV84	2	85FEC/367/3696
	REQUEST FOR ADDITIONAL INFORMATION			18OCT84 -26NOV84	3	85FEC/361/1101
	REQUEST FOR ADDITIONAL INFORMATION 2ND			18OCT83 -26NOV84	3	85FEC/366/1378

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FEDERAL ELECTION COMMISSION
COMMITTEE INDEX OF DISCLOSURE DOCUMENTS - (C) (83-84)

DATE 12MAR85
PAGE 2

PARTY RELATED

COMMITTEE	DOCUMENT	RECEIPTS	DISBURSEMENTS	TYPE OF FILER COVERAGE DATES	# OF PAGES	MICROFILM LOCATION
	YEAR-END	2,382	3,000	27NOV84 -31DEC84	8	85FEC/363/3029
	1985 MISCELLANEOUS REPORT			14JAN85 TO FEC	2	85FEC/359/2432
	TOTAL	256,831 0	259,817 0		242	TOTAL PAGES

All reports have been reviewed.
Cash on hand as of 12/31/84: $7,670
Debts owed by committee as of 12/31/84: $0
Debts owed to committee as of 12/31/84: $0

Attachment 1
Page 2 of 2

Attachment 2
Page 1 of 3

RECEIVED AT THE FEC

83 JUL 29 PM 2:58

REPORT OF RECEIPTS AND DISBURSEMENTS
For a Political Committee Other Than an Authorized Committee

(Summary Page)

ALIGN AREA | ALIGN AREA

1. Name of Committee (In Full)

Tennessee State Democratic Committee

Address (Number and Street)

205 Seventh Avenue, North

City, State and ZIP Code

Nashville, TN 37219

☐ Check here if address is different than previously reported.

2. FEC Identification Number

C0-0031112

3. ☐ This committee qualified as a multicandidate committee during this Reporting Period on _____ (Date)

4. TYPE OF REPORT (Check appropriate boxes)

(a) ☐ April 15 Quarterly Report ☐ October 15 Quarterly Report

☐ July 15 Quarterly Report ☐ January 31 Year End Report

☒ July 31 Mid Year Report (Non-Election Year Only)

☐ Monthly Report for _____

☐ Twelfth day report preceding _____ (Type of Election)

election on _____ in the State of _____

☐ Thirtieth day report following the General Election

on _____ in the State of _____

☐ Termination Report

(b) Is this Report an Amendment?

☐ YES ☒ NO

SUMMARY	COLUMN A This Period	COLUMN B Calendar Year-to-Date
5. Covering Period 5/12/83 through July 31, 1983		
6. (a) Cash on hand January 1, 19 83		$ -0-
(b) Cash on Hand at Beginning of Reporting Period	$ -0-	
(c) Total Receipts (from Line 18)	$ 15,000.00	$ 15,000.00
(d) Subtotal (add Lines 6(b) and 6(c) for Column A and Lines 6(a) and 6(c) for Column B)	$ 15,000.00	$ 15,000.00
7. Total Disbursements (from Line 28)	$ 15,000.00	$ 15,000.00
8. Cash on Hand at Close of Reporting Period (subtract Line 7 from Line 6(d))	$ -0-	$ -0-
9. Debts and Obligations Owed TO The Committee (Itemize all on Schedule C or Schedule D)	$	
10. Debts and Obligations Owed BY the Committee (Itemize all on Schedule C or Schedule D)	$ 15,000.00	

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

J.D. Wallace
Type or Print Name of Treasurer

SIGNATURE OF TREASURER

DATE

For further information contact
Federal Election Commission
Toll Free 800 424 9530
Local 202 523 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 3 and FEC FORM 3a are obsolete and should no longer be used

FEC FORM 3A (3/5)

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DETAILED SUMMARY PAGE
of Receipts and Disbursements
(For FEC FORM 3X)

Name of Committee (in full): Tennessee State Democratic Committee

Report Covering the Period: From: _____ To: 7/31/83

	COLUMN A Total This Period	COLUMN B Calendar Year-To-Date	
I. RECEIPTS			
11. CONTRIBUTIONS (other than loans) FROM:			
(a) Individuals/Persons Other Than Political Committees	-0-	-0-	11(a)
(Memo Entry Unitemized $ _____)			
(b) Political Party Committees	-0-	-0-	11(b)
(c) Other Political Committees	-0-	-0-	11(c)
(d) TOTAL CONTRIBUTIONS (other than loans) (add 11(a), 11(b) and 11(c))	-0-	-0-	11(d)
12. TRANSFERS FROM AFFILIATED/OTHER PARTY COMMITTEES			12
13. ALL LOANS RECEIVED	15,000.00	15,000.00	13
14. LOAN REPAYMENTS RECEIVED	-0-	-0-	14
15. OFFSETS TO OPERATING EXPENDITURES (Refunds, Rebates, etc.)	-0-	-0-	15
16. REFUNDS OF CONTRIBUTIONS MADE TO FEDERAL CANDIDATES AND OTHER POLITICAL COMMITTEES	-0-	-0-	16
17. OTHER RECEIPTS (Dividends, Interest, etc.)	-0-	-0-	17
18. TOTAL RECEIPTS (Add 11(d), 12, 13, 14, 15, 16 and 17)	15,000.00	15,000.00	18
II. DISBURSEMENTS			
19. OPERATING EXPENDITURES	-0-	-0-	19
20. TRANSFERS TO AFFILIATED/OTHER PARTY COMMITTEES	15,000.00	15,000.00	20
21. CONTRIBUTIONS TO FEDERAL CANDIDATES AND OTHER POLITICAL COMMITTEES	-0-	-0-	21
22. INDEPENDENT EXPENDITURES (use Schedule E)	-0-	-0-	22
23. COORDINATED EXPENDITURES MADE BY PARTY COMMITTEES (2 U.S.C. § 441 a(d)) (Use Schedule F)	-0-	-0-	23
24. LOAN REPAYMENTS MADE	-0-	-0-	24
25. LOANS MADE	-0-	-0-	25
26. REFUNDS OF CONTRIBUTIONS TO			
(a) Individuals/Persons Other Than Political Committees	-0-	-0-	26(a)
(b) Political Party Committees	-0-	-0-	26(b)
(c) Other Political Committees	-0-	-0-	26(c)
(d) TOTAL CONTRIBUTION REFUNDS (Add 26(a), 26(b) and 26(c))	-0-	-0-	26(d)
27 OTHER DISBURSEMENTS	-0-	-0-	27
28 TOTAL DISBURSEMENTS (add lines 19, 20, 21, 22, 23, 24, 25, 26(d) and 27)	15,000.00	15,000.00	28
III. NET CONTRIBUTIONS AND NET OPERATING EXPENDITURES			
29 TOTAL CONTRIBUTIONS (other than loans) from Line 11(d)	-0-	-0-	29
30 TOTAL CONTRIBUTION REFUNDS from Line 26(d)	-0-	-0-	30
31 NET CONTRIBUTIONS (other than loans) (Subtract Line 30 from Line 29)	-0-	-0-	31
32 TOTAL OPERATING EXPENDITURES from Line 19	-0-	-0-	32
33 OFFSETS TO OPERATING EXPENDITURES from Line 15	-0-	-0-	33
34 NET OPERATING EXPENDITURES (Subtract Line 33 from Line 32)	-0-	-0-	34

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[redacted]

Page 1 of 1

LOANS

Name of Committee (in Full)
Tennessee State Democratic Committee

A. Full Name, Mailing Address and ZIP Code of Loan Source	Original Amount of Loan	Cumulative Payments To Date	Balance Outstanding at Close of This Period
United Planters Bank 200 4th Avenue, North Nashville, TN 37219 Election: ☐ Primary ☐ General ☐ Other (specify):	15,000.00	-0-	15,000.00
Terms: Date Incurred 5/12/83 Date Due 11/8/83 Interest Rate ___ %(apr) ☐ Secured			

List All Endorsers or Guarantors (if any) to Item A

1. Full Name, Mailing Address and ZIP Code Will T. Cheek 712 Inquirer Avenue Nashville, TN 37205	Name of Employer: N/A Occupation: Amount Guaranteed Outstanding: $ 5,000.00	
2. Full Name, Mailing Address and ZIP Code Barton J. Gordon 121 N. Tennessee Blvd. Murfreesboro, TN 37130	Name of Employer: Self-employed Occupation: Attorney Amount Guaranteed Outstanding: $ 5,000.00	
3. Full Name, Mailing Address and ZIP Code Kent Fyler PO Box 1984 Murfreesboro, TN 37133	Name of Employer: Self - Employed Occupation: Consultant Amount Guaranteed Outstanding: $ 5,000.00	

B. Full Name, Mailing Address and ZIP Code of Loan Source	Original Amount of Loan	Cumulative Payments To Date	Balance Outstanding at Close of This Period
Election: ☐ Primary ☐ General ☐ Other (specify):			
Terms: Date Incurred ___ Date Due ___ Interest Rate ___ %(apr) ☐ Secured			

List All Endorsers or Guarantors (if any) to Item B

1. Full Name, Mailing Address and ZIP Code	Name of Employer: Occupation: Amount Guaranteed Outstanding: $	
2. Full Name, Mailing Address and ZIP Code	Name of Employer: Occupation: Amount Guaranteed Outstanding: $	
3. Full Name, Mailing Address and ZIP Code	Name of Employer: Occupation: Amount Guaranteed Outstanding: $	

SUBTOTALS This Period This Page (optional)	
TOTALS This Period (last page in this line only)	15,000.00

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

Attachment 3 (10)

Page 1 of 1 for LINE NUMBER 30 (Use separate schedule(s) for each category of the Detailed Summary Page)

SCHEDULE B **ITEMIZED DISBURSEMENTS**

1983 Mid Year Report

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.

Name of Committee (in Full)

Tennessee State Democratic Committee

	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
A. Full Name, Mailing Address and ZIP Code Democratic National Telethon V, State Parties 1625 Massachusetts Avenue, NW Washington, D.C. 20036	Professional Services Disbursement for: ☐ Primary ☐ General ☐ Other (specify):	5/12/83	15,000.00
B. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement Disbursement for: ☐ Primary ☐ General ☐ Other (specify):	Date (month, day, year)	Amount of Each Disbursement This Period
C. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement Disbursement for: ☐ Primary ☐ General ☐ Other (specify):	Date (month, day, year)	Amount of Each Disbursement This Period
D. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement Disbursement for: ☐ Primary ☐ General ☐ Other (specify):	Date (month, day, year)	Amount of Each Disbursement This Period
E. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement Disbursement for: ☐ Primary ☐ General ☐ Other (specify):	Date (month, day, year)	Amount of Each Disbursement This Period
F. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement Disbursement for: ☐ Primary ☐ General ☐ Other (specify)	Date (month, day, year)	Amount of Each Disbursement This Period
G. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement Disbursement for: ☐ Primary ☐ General ☐ Other (specify)	Date (month, day, year)	Amount of Each Disbursement This Period
H. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement Disbursement for: ☐ Primary ☐ General ☐ Other (specify)	Date (month, day, year)	Amount of Each Disbursement This Period
I. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement Disbursement for ☐ Primary ☐ General ☐ Other (specify)	Date (month, day, year)	Amount of Each Disbursement This Period

SUBTOTAL of Disbursements This Page (optional) .....

TOTAL This Period (last page this line number only) ..... 15,000.

8503270080552778

Attachment 4

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

OCT 18 1984

RQ-2

Anna Durham Windrow, Treasurer
Tennessee State Democratic Committee
205 Seventh Avenue North
Nashville, TN 37219

Identification Number: C00167346

Reference: Year End Report (7/1/83-12/31/83)

Dear Ms. Windrow:

This letter is prompted by the Commission's preliminary review of the report(s) referenced above. The review raised questions concerning certain information contained in the report(s). An itemization follows:

-Schedule C of your Mid-Year Report discloses a loan from United Planters Bank, incurred on 5/12/83 with a due date of 11/8/83. Your 1983 Year End Report discloses the same loan, but with a different due date. If you have received an extension for this loan, you must notify the Commission in writing. Please clarify this discrepancy to show that the extension was made in the ordinary course of business and in accordance with applicable law.

An amendment to your original report(s) correcting the above problem(s) should be filed with the Federal Election Commission within fifteen (15) days of the date of this letter. If you need assistance, please feel free to contact me on our toll-free number, (800) 424-9530. My local number is (202) 523-4048.

Sincerely,

Michael Butterfield

Michael Butterfield
Reports Analyst
Reports Analysis Division

DEMOCRATIC PARTY OF TENNESSEE

40 Rutledge Street
Nashville, Tennessee 37210

FEC
84 NOV 5 PM 1:55
(12)

Attachment 5
Page 1 of 6

October 30, 1984

Mr. Michael Butterfield
Reports Analyst
Reports Analysis Division
Federal Election Commission
Washington, D.C. 20463

Reference: October 18, 1984 correspondence

Dear Mr. Butterfield:

Pursuant to your letter of 8/18/84, I am forwarding to you an amendment to our original Year End Report (7/1/83-12/31/83).

After a review of the Tennessee Democratic Party's financial records by our counsel, we intend to clarify our report. The $15,000. note that the Party held last year was with the United Southern Bank of Nashville, TN. As previously reported, the guarantors of the loan were Will T. Cheek, Barton J. Gordon and Kent Syler. The entire loan, plus the agreed upon interest, was paid in full to the FDIC on November 16, 1983. The loan was repaid to the FDIC because the United Southern Bank of Nashville had become insolvent. The loan was repaid from our Tennessee Democratic Executive Committee account. A copy of our paid promissory note is enclosed.

In direct response to your inquiry, the Tennessee Democratic Party of Tennessee did not receive an extension for the aforementioned loan. The loan was paid in full on 11/16/83.

If you have any questions or need additional information, please contact me or the Executive Director, Patrick Baskette, at your convenience.

Sincerely,

Anna Durham Windrow

Anna Durham Windrow
Treasurer
Tennessee Democratic Party

RECEIVED AT THE FEC (13)

84 NOV 5 A7:55

REPORT OF RECEIPTS AND DISBURSEMENTS
For a Political Committee Other Than an Authorized Committee

(Summary Page)

ALIGN AREA

1 Name of Committee (In Full)
TENNESSEE DEMOCRATIC PARTY

Address (Number and Street)
40 RUTLEDGE STREET

City, State and ZIP Code
NASHVILLE, TN 37410

☑ Check here if address is different than previously reported

2 FEC Identification Number
C00167346

3 ☐ This committee qualified as a multicandidate committee during the Reporting Period on _____ (Date)

4. TYPE OF REPORT (Check appropriate boxes)

(a) ☐ April 15 Quarterly Report ☐ October 15 Quarterly Report
☐ July 15 Quarterly Report ☑ January 31 Year End Report
☐ July 31 Mid Year Report (Non-Election Year Only)
☐ Monthly Report for _____
☐ Twelfth day report preceding _____ (Type of Election) election on _____ in the State of _____
☐ Thirtieth day report following the General Election on _____ in the State of _____
☐ Termination Report

(b) Is this Report an Amendment?
☑ YES ☐ NO

SUMMARY

	COLUMN A This Period	COLUMN B Calendar Year-to-Date
5 Covering Period July 1, 1983 through DEC. 31, 1983		
6 (a) Cash on hand January 1, 19____		$ 0
(b) Cash on Hand at Beginning of Reporting Period	$ 0	
(c) Total Receipts (from Line 18)	$ 0	$ 0
(d) Subtotal (add Lines 6(b) and 6(c) for Column A and Lines 6(a) and 6(c) for Column B)	$ 0	$ 0
7 Total Disbursements (from Line 28)	$ 16,155.41	$ 16155.41
8 Cash on Hand at Close of Reporting Period (subtract Line 7 from Line 6(d))	$ 0	$ 0
9 Debts and Obligations Owed TO The Committee (Itemize all on Schedule C or Schedule D)	$ 0	
10 Debts and Obligations Owed BY the Committee (Itemize all on Schedule C or Schedule D)	$ 0	

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

Anna Durham Windrow
Type or Print Name of Treasurer

Anna Durham Windrow, Oct 31, 1984
SIGNATURE OF TREASURER Date

For further information contact
Federal Election Commission
Toll Free 800-424-9530
Local 202-523-4068

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

All previous versions of FEC FORM 3 and FEC FORM 3x are obsolete and should no longer be used

FEC FORM 3X (3/80)

9103310527811

DETAILED SUMMARY PAGE
of Receipts and Disbursements
(Page 2, FEC FORM 3X)

Name of Committee (in Full): TENNESSEE DEMOCRATIC PARTY

Period Covering This Report: From 7/1/83 To 12/31/83

	COLUMN A Total This Period	COLUMN B Calendar Year To-Date	
I. RECEIPTS			
11. CONTRIBUTIONS (other than loans) FROM:			
(a) Individuals/Persons Other Than Political Committees	0	0	11(a)
(Memo Entry Unitemized $ _____)			
(b) Political Party Committees	0	0	11(b)
(c) Other Political Committees	0	0	11(c)
(d) TOTAL CONTRIBUTIONS (other than loans) (add 11(a), 11(b) and 11(c))	0	0	11(d)
12 TRANSFERS FROM AFFILIATED/OTHER PARTY COMMITTEES	0	0	12
13 ALL LOANS RECEIVED	0	15,000.00	13
14 LOAN REPAYMENTS RECEIVED	0	0	14
15 OFFSETS TO OPERATING EXPENDITURES (Refunds, Rebates, etc.)	0	0	15
16 REFUNDS OF CONTRIBUTIONS MADE TO FEDERAL CANDIDATES AND OTHER POLITICAL COMMITTEES	0	0	16
17 OTHER RECEIPTS (Dividends, Interest, etc.)	0	0	17
18 TOTAL RECEIPTS (Add 11(d), 12, 13, 14, 15, 16 and 17)	0	15,000.00	18
II. DISBURSEMENTS			
19 OPERATING EXPENDITURES	0	0	19
20 TRANSFERS TO AFFILIATED/OTHER PARTY COMMITTEES	0	0	20
21 CONTRIBUTIONS TO FEDERAL CANDIDATES AND OTHER POLITICAL COMMITTEES	0	0	21
22 INDEPENDENT EXPENDITURES (use Schedule E)	0	0	22
23 COORDINATED EXPENDITURES MADE BY PARTY COMMITTEES (2 U.S.C. § 441 a(d)) (Use Schedule F)	0	0	23
24 LOAN REPAYMENTS MADE	16,155.41	16,155.41	24
25 LOANS MADE	0	0	25
26 REFUNDS OF CONTRIBUTIONS TO			
(a) Individuals/Persons Other Than Political Committees	0	0	26(a)
(b) Political Party Committees	0	0	26(b)
(c) Other Political Committees	0	0	26(c)
(d) TOTAL CONTRIBUTION REFUNDS (Add 26(a), 26(b) and 26(c))	0	0	26(d)
27 OTHER DISBURSEMENTS	0	0	27
28 TOTAL DISBURSEMENTS (add lines 19, 20, 21, 22, 23, 24, 25, 26(d) and 27)	16,155.41	16,155.41	28
III. NET CONTRIBUTIONS AND NET OPERATING EXPENDITURES			
29 TOTAL CONTRIBUTIONS (other than loans) from Line 11(d)	0	0	29
30 TOTAL CONTRIBUTION REFUNDS from Line 26(d)	0	0	30
31 NET CONTRIBUTIONS (other than loans) (Subtract Line 30 from Line 29)		0	31
32 TOTAL OPERATING EXPENDITURES from Line 19	0	0	32
33 OFFSETS TO OPERATING EXPENDITURES from Line 15	0	0	33
34 NET OPERATING EXPENDITURES (Subtract Line 33 from Line 32)	0	0	34

8 5 P 4 0 3 5 5 2 1 7 0 8 2 4

SCHEDULE B

ITEMIZED DISBURSEMENTS

Page 1 of 1 for
LINE NUMBER
(Use separate schedule(s) for each category of the Detailed Summary Page)

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee

Name of Committee (in Full)
TENNESSEE DEMOCRATIC PARTY

A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
FEDERAL DEPOSIT INSURANCE CORPORATION P.O. Box 507 KNOXVILLE, TN 37901	LOAN REPAYMENT Disbursement for ☐ Primary ☐ General ☐ Other (specify)	11/16/84	16,155.41
B. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement Disbursement for ☐ Primary ☐ General ☐ Other (specify)	Date (month, day, year)	Amount of Each Disbursement This Period
C. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement Disbursement for ☐ Primary ☐ General ☐ Other (specify)	Date (month, day, year)	Amount of Each Disbursement This Period
D. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement Disbursement for ☐ Primary ☐ General ☐ Other (specify)	Date (month, day, year)	Amount of Each Disbursement This Period
E. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement Disbursement for ☐ Primary ☐ General ☐ Other (specify)	Date (month, day, year)	Amount of Each Disbursement This Period
F. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement Disbursement for ☐ Primary ☐ General ☐ Other (specify)	Date (month, day, year)	Amount of Each Disbursement This Period
G. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement Disbursement for ☐ Primary ☐ General ☐ Other (specify)	Date (month, day, year)	Amount of Each Disbursement This Period
H. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement Disbursement for ☐ Primary ☐ General ☐ Other (specify)	Date (month, day, year)	Amount of Each Disbursement This Period
I. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement Disbursement for ☐ Primary ☐ General ☐ Other (specify)	Date (month, day, year)	Amount of Each Disbursement This Period
SUBTOTAL of Disbursements This Page (optional)			
TOTAL This Period (last page this line number only)			16,155.41

8504055283

SCHEDULE C
(Revised 3/80)

Attachment 5
Page 5 of 6

Page 1 of 1 for LINE NUMBER ___ (Use separate schedule for each numbered line)

(16)

LOANS

Name of Committee (in Full) TENNESSEE DEMOCRATIC PARTY

A. Full Name, Mailing Address and ZIP Code of Loan Source	Original Amount of Loan	Cumulative Payment To Date	Balance Outstanding at Close of This Period
UNITED SOUTHERN BANK of NASHVILLE P.O. BOX 2508 NASHVILLE, TN 37219	15,000.00	16,155.41	-0-

Election (1) Primary ___ (2) General ___ (3) Other (specify) ___

Terms: Date Incurred 5/12/83 Date Due 11/8/84 Interest Rate F.T. ___ (Short) (2) Secured

List All Endorsers or Guarantors (if any) to Item A

Full Name, Mailing Address and ZIP Code	Name of Employer / Occupation	Amount Guaranteed Outstanding
1. WILL T. CHEEK 712 ENQUIRER AVE. NASHVILLE, TN 37205	Self-employed / FARMER	$ 5,000.00
2. BARTON J. GORDON 121 N. TENNESSEE BLVD. MURFREESBORO, TN 37130	Self-employed / ATTORNEY	$ 5,000.00
3. KENT SYLER P.O. Box 1984 MURFREESBORO, TN	Self-employed / CONSULTANT	$ 5,000.00

B. Full Name, Mailing Address and ZIP Code of Loan Source	Original Amount of Loan	Cumulative Payment To Date	Balance Outstanding at Close of This Period

Election: Primary ___ General ___ Other (specify) ___

Terms: Date Incurred ___ Date Due ___ Interest Rate ___ (Short) ___ (2) Secured ___

List All Endorsers or Guarantors (if any) to Item B

Full Name, Mailing Address and ZIP Code	Name of Employer / Occupation	Amount Guaranteed Outstanding
1.		$
2.		$
3.		$

SUBTOTALS This Period This Page (optional) ___

TOTALS This Period (last page only this line only) 16155.41

Carry outstanding balance only to LINE 3, Schedule D (for this line). If no Schedule D, carry forward to appropriate line of Summary.

8504055278 4
2 1 0 3 3 1 0 1 9 2 5

FEB 21 1984

(17)

USBANK
UNITED SOUTHERN BANK

At Maturity, the Note may be renewed at the option of the Holder, with or without a reduction, without the necessity of signing a new Note

PROMISSORY NOTE AND SECURITY AGREEMENT

15,000.00 Nashville (City) Tennessee May 12, 83

FOR VALUE RECEIVED the undersigned Borrower (sometimes referred to as "Maker") jointly and severally if more than one Maker promises to pay to the order of UNITED SOUTHERN BANK of Nashville TN (Borrower referred to as "Holder", "Bank", or "US BANK") at any of its banking offices,

Fifteen Thousand and no/ (Dollars and cents)

according to the terms and conditions set out below

PRINCIPAL PAYMENT SCHEDULE This loan is payable on demand, and if there is no demand by Bank this loan is payable as follows (check one) ✓ One payment in full 180 days (date) after date of note. ☐ Other

INTEREST PAYMENT SCHEDULE Interest accrues from date of note and is payable as follows (check one) ☐ in advance ☐ monthly ☐ quarterly ☐ semi-annually ☐ annually ✓ at maturity ☐ other

PAID

INTEREST COMPUTATION Interest is computed on a 360 365 day year basis at the rate of

✓ BANK RATE of US Bank as it changes, plus 2 % per annum. NOV 16 1983

(check one) ☐ % per annum.

☐ Other

EDIC

[illegible]

DEFINITIONS. The term "Holder" as used herein shall mean Bank or any subsequent person, firm or corporation who is in possession of this Note by reason of endorsement and sale or assignment by Bank. The term "Maker" as used herein shall mean all parties jointly and severally who sign this Note, including all endorsers. The term "note" as used herein shall mean this Note, any extensions, renewals or modifications hereof and any and all other debts now existing or hereafter incurred by Maker or any [illegible] and owing to Holder. The "Base Rate" and the "Prime Rate" of US Bank shall be one and the same and the terms may be used interchangeably. Base Rate of US Bank shall mean that rate of interest which is designated by the Bank from time to time as its Base Rate. The Base Rate is ascertained by the Bank examining the rate of interest the Bank and its other units are requested to borrow during internal business hours. If for any reason the account of indebtedness on a loan of the Base Rate is created by [illegible] the Bank finds that the Base Rate at the time is lower than the rate designated by the Bank as its Base Rate then any loan made by the Bank to have accrued interest based on application of the highest rate permitted by law. In no event shall the interest rate on any loan exceed the maximum rate of interest allowed by law as such law exists at the time this instrument is executed or as the law may be amended or changed subsequently. The interest rate of this note is variable with the Base Rate shall be adjusted on the same day as any change in the Base Rate.

DEFAULT. In the occurrence of any event of default or bankruptcy set forth herein or at any time the Holder hereof deems itself insecure HOLDER MAY DECLARE ALL OBLIGATIONS EVIDENCED OR SECURED HEREBY IMMEDIATELY DUE AND PAYABLE without presentment, demand, protest, notice of nonpayment of any or all of the foregoing [illegible] waived. In such event all of which are hereby expressly waived. Upon such ACCELERATION by default there shall be NO Credit refund of the unearned portion of the FINANCE CHARGE. Maker jointly and severally hereby agrees to pay reasonable ATTORNEY'S FEES, if this Note is referred to an attorney for any reason and further agrees to pay all costs of collection and court costs.

WAIVER. The undersigned hereby WAIVE AND RENOUNCE any rights they may have under any and all homestead and exemption laws now in force or which may hereafter be enacted by any state or the United States, whether or such rights may be waived.

DISPOSITION OF PROCEEDS. Maker warrants that proceeds of this loan will be used for personal, family or household use ☐ agricultural ☐ or business ✓ (check one) The [illegible] Co. [illegible] will be purchased with the proceeds hereof ☐ (check if applicable)

PAYMENT. A Credit refund of unearned interest will be given on a pro rata basis in the event of prepayment in full prior to the expiration of the term hereof.

SECURITY INTEREST. Maker hereby grants unto Holder a security interest in the following described property and all accessions or additions thereto (hereinafter referred to as "Collateral") as security for payment of this note. Maker agrees that this Note, any extensions, renewals or modifications hereof and any and all other debts whether direct or indirect, [illegible] the cost of Maker's reasonable attorneys' fees, court costs and expenses of whatever kind incident to the collection of said indebtedness and the enforcement of the security interest created hereby, and a fixed advance made by Bank for taxes, levies, insurance and rebates to or maintenance of the Collateral. [illegible] ADDITIONAL INDEBTEDNESS, OR HEREAFTER INCURRED are secured by the Collateral and by all property now or hereafter in the possession of or pledged to Holder [illegible] which Holder has or may acquire a Security Interest on, including all money and amounts now or hereafter deposited by Maker or [illegible] in the possession of Holder, AND INCLUDING ALL INCOME, CASH, STOCK AND OTHER DIVIDENDS PAID ON ALL SECURITIES RECEIVED IN ADDITION TO OR IN LIEU OF AND ALL RIGHTS TO SUBSTITUTE FOR SECURITIES INCIDENT TO ANY OF THE COLLATERAL. The security interest herein granted [illegible] PROVIDED, if the undersigned have granted to Holder a security interest in Collateral prior to the date hereof or if any [illegible] the undersigned has been registered or assigned to Holder and the indebtedness secured thereby has remained unpaid, said Collateral NOW STANDS AS COLLATERAL, HEREFOR AS WELL.

COLLATERAL ☐ This loan is unsecured. ☐ A security interest is retained in the following property
☐ Deed of Trust on the following property ✓ Other security as follows

Guaranty of Barton J. Gordon and Will T. Cheek and J. Kent Sykes

PROPERTY DAMAGE INSURANCE. If the loan evidenced hereby is in excess of Three Hundred ($300.00) Dollars and is secured by Collateral, the Maker agrees to obtain full insurance against loss of damage to the Collateral and with an loss payable to Holder and agrees to furnish Holder evidence of such insurance coverage. MAKER MAY CHOOSE THE PERSON THROUGH WHOM SUCH INSURANCE IS OBTAINED. Holder reserves the right to refuse acceptance of insurance coverage through such person which [illegible] Maker's [illegible] to obtain and keep in effect such insurance coverage. Holder may at its option obtain such coverage for its own protection of the Holder's interest and payment of the loan upon default by Maker shall be secured hereby. Maker hereby directs any such insurance company to make payments directly to the Holder hereof for any return of unearned premiums and hereby appoints Holder as attorney-in-fact to endorse any check, draft or order to pay any proceeds of loss and all such sums received by the day shall be applied toward the indebtedness of Maker to Holder, its successors or assigns. Any such policy shall provide for at least ten (10) days written notice to Holder by the insurance carrier of pending cancellation or alteration of said policy.

USE OF COLLATERAL: The Collateral is used or will be used for personal, family or household ☐ agricultural ☐ or business ✓ use (check one)

LOCATION OF COLLATERAL. The Collateral is located or kept at (complete address)

and will not be permanently removed without the knowledge and express prior written approval of Holder.

THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL PROVISIONS SET FORTH ON THE REVERSE SIDE HEREOF THE SAME BEING INCORPORATED HEREIN BY REFERENCE

MAKER AGREES TO THE TERMS AND PROVISIONS HEREOF AND ACKNOWLEDGES RECEIPT OF A COMPLETED FILLED IN COPY OF THE NOTE. THIS THE DATE FIRST ABOVE WRITTEN

(18)

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

RQ-3

November 8, 1984

Anna Durham Windrow, Treasurer
Tennessee State Democratic
Committee
205 Seventh Avenue North
Nashville, TN 37219

Identification Number: C00167346

Reference: Year-End Report (7/1/83-12/31/83)

Dear Ms. Windrow:

On October 18, 1984 you were notified that a review of the above-referenced report(s) raised questions as to specific contributions and/or expenditures, and the reporting of certain information required by the Federal Election Campaign Act.

Your October 31, 1984 response is incomplete because you have not provided all the requested information. For this response to be considered adequate, the following information is still required.

-Your Amended 1983 Year-End Report discloses a $16,155.41 on Line 24 of the Detailed Summary Page. The cover letter accompanying this report, however, states that the loan was repaid from the Tennessee Democratic Executive Committee account. Please be advised that 11 CFR 102.5 prohibits a non-Federal account from financing activity in connection with Federal elections. Please provide further clarifying information regarding this matter. In addition, since your committee did not make the loan repayment, Line 24 and the Total Disbursement figures for the period should be revised to delete the transaction.

Although the Commission may initiate legal action regarding the activities conducted by your non-Federal account, any clarifying information that you can provide will be taken into consideration.

If this information is not received by the Commission within fifteen (15) days from the date of this notice, the Commission may choose to initiate audit or legal enforcement action.

(19)

If you should have any questions related to this matter, please contact Michael Butterfield on our toll-free number (800) 424-9530 or our local number (202) 523-4068.

Sincerely,

John D. Gibson

John D. Gibson
Assistant Staff Director
Reports Analysis Division

Attachment 7

FEC (20)

DEMOCRATIC PARTY OF TENNESSEE

All : 03

40 Rutledge Street
Nashville, Tennessee 37210

November 21, 1984

Mr. John D. Gibson
Assistant Staff Director
Reports Analysis Division
Federal Election Commission
Washington, DC 20463

Re: Tennessee Democratic Party - FEC No. C00167346

Dear Mr. Gibson:

I am in receipt of your letter of November 8, 1984, pertaining to the 1983 Year-End Report of the Tennessee Democratic Party. Your letter makes inquiry into the repayment of a loan identified on line 24 of the detailed summary page. I have enclosed an amendment to the Report in response to your questions and newly discovered information.

On or about October 31, 1984, the Tennessee Democratic Party amended its 1983 Year-End Report to show a loan and repayment totaling $15,000 plus interest. At the time of the amendment it was believed that the loan proceeds had been deposited in the federal account of the Tennessee Democratic Party and, hence, that such activity was reportable. In response to your inquiry, a thorough investigation was conducted which revealed that the loan in question was not deposited in the federal account and was not used for federal election activity. The confusion about the depository for the loan resulted from duplicative bank account names used by prior administrators and current administrators of the Tennessee Democratic Party. In 1983, the non-federal bank account was designated "Tennessee Democratic Party." The loan proceeds were deposited in that account and the account was later closed by new administrators. The new officials then opened a federal account designated "Tennessee Democratic Party." The duplicative names caused the inadvertent reporting of the loans and repayment.

It is apparent, based on this newly discovered information, that neither the loan nor its repayment involved federal accounts or federal election activity. The loan and repayment, therefore, should not have been reported. The enclosed amendment is, accordingly, so revised. Please contact me or our Executive Director, Pat Baskette, in the event you need additional information.

Sincerely,

Anna Durham Windrow

Anna Durham Windrow
Treasurer
Tennessee Democratic Party

ADW:bh

enclosure

Attachment 7 FEC (21)

REPORT OF RECEIPTS AND DISBURSEMENTS

For a Political Committee Other Than an Authorized Committee

84 NOV 26 AM 11:03

(Summary Page)

ALIGN AREA | ALIGN AREA

1. Name of Committee (In Full)
TENNESSEE DEMOCRATIC PARTY

Address (Number and Street)
40 RUTLEDGE STREET

City, State and ZIP Code
NASHVILLE, TN 37210

☐ Check here if address is different than previously reported.

2. FEC Identification Number
C00167346

3. ☐ This committee qualified as a multicandidate committee during this Reporting Period on _____ (Date)

4. TYPE OF REPORT (Check appropriate boxes)

(a) ☐ April 15 Quarterly Report ☐ October 15 Quarterly Report
☐ July 15 Quarterly Report ☒ January 31 Year End Report
☐ July 31 Mid Year Report (Non-Election Year Only)
☐ Monthly Report for _____
☐ Twelfth day report preceding _____ (Name of Election) election on _____ in the State of _____
☐ Thirtieth day report following the General Election on _____ in the State of _____
☐ Termination Report

(b) Is this Report an Amendment?
☒ YES ☐ NO

SUMMARY

5. Covering Period July 1, 1983 through Dec 31, 1983

	COLUMN A This Period	COLUMN B Calendar Year-to-Date
6 (a) Cash on hand January 1, 19___		$ 0
(b) Cash on Hand at Beginning of Reporting Period	$ 0	
(c) Total Receipts (from Line 18)	$ 0	$ 0
(d) Subtotal (add Lines 6(b) and 6(c) for Column A and Lines 6(a) and 6(c) for Column B)	$ 0	$ 0
7. Total Disbursements (from Line 28)	$ 0	$ 0
8. Cash on Hand at Close of Reporting Period (subtract Line 7 from Line 6(d))	$ 0	$ 0
9. Debts and Obligations Owed TO The Committee (Itemize all on Schedule C or Schedule D)	$ 0	
10. Debts and Obligations Owed BY the Committee (Itemize all on Schedule C or Schedule D)	$ 0	

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

ANNA DURHAM WINDROW
Type or Print Name of Treasurer

Anna Durham Windrow Nov. 21, 1984
SIGNATURE OF TREASURER Date

For further information contact
Federal Election Commission
Toll Free 800-424-9530
Local 202-523-4068

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 3 and FEC FORM 3a are obsolete and should no longer be used.

FEC FORM 3A (3/80)

8504055279 9 4 7 3 3 : 7 3 7 5 1

(22)

DETAILED SUMMARY PAGE
of Receipts and Disbursements
(Page 2, FEC FORM 3X)

Name of Committee (in Full): TENNESSEE DEMOCRATIC PARTY

Report Covering the Period: From 7/1/83 To 12/31/83

	COLUMN A Total This Period	COLUMN B Calendar Year To-Date	
I. RECEIPTS			
11. CONTRIBUTIONS (other than loans) FROM:			
(a) Individuals/Persons Other Than Political Committees	0	0	11(a)
(Memo Entry Unitemized $)			
(b) Political Party Committees	0	0	11(b)
(c) Other Political Committees	0	0	11(c)
(d) TOTAL CONTRIBUTIONS (other than loans) (add 11(a), 11(b) and 11(c))	0	0	11(d)
12. TRANSFERS FROM AFFILIATED/OTHER PARTY COMMITTEES	0	0	12
13. ALL LOANS RECEIVED	0	0	13
14. LOAN REPAYMENTS RECEIVED	0	0	14
15. OFFSETS TO OPERATING EXPENDITURES (Refunds, Rebates, etc.)	0	0	15
16 REFUNDS OF CONTRIBUTIONS MADE TO FEDERAL CANDIDATES AND OTHER POLITICAL COMMITTEES	0	0	16
17. OTHER RECEIPTS (Dividends, Interest, etc.)	0	0	17
18 TOTAL RECEIPTS (Add 11(d), 12, 13, 14, 15, 16 and 17)	0	0	18
II. DISBURSEMENTS			
19 OPERATING EXPENDITURES	0	0	19
20 TRANSFERS TO AFFILIATED/OTHER PARTY COMMITTEES	0	0	20
21 CONTRIBUTIONS TO FEDERAL CANDIDATES AND OTHER POLITICAL COMMITTEES	0	0	21
22 INDEPENDENT EXPENDITURES (use Schedule E)	0	0	22
23 COORDINATED EXPENDITURES MADE BY PARTY COMMITTEES (2 U.S.C. § 441 a(d)) (Use Schedule F)	0	0	23
24 LOAN REPAYMENTS MADE	0	0	24
25 LOANS MADE	0	0	25
26 REFUNDS OF CONTRIBUTIONS TO			
(a) Individuals/Persons Other Than Political Committees	0	0	26(a)
(b) Political Party Committees	0	0	26(b)
(c) Other Political Committees	0	0	26(c)
(d) TOTAL CONTRIBUTION REFUNDS (Add 26(a), 26(b) and 26(c))	0	0	26(d)
27 OTHER DISBURSEMENTS	0	0	27
28 TOTAL DISBURSEMENTS (add lines 19, 20, 21, 22, 23, 24, 25, 26(d) and 27)	0	0	28
III NET CONTRIBUTIONS AND NET OPERATING EXPENDITURES			
29 TOTAL CONTRIBUTIONS (other than loans) from Line 11(d)	0	0	29
30 TOTAL CONTRIBUTION REFUNDS from Line 26(d)	0	0	30
31 NET CONTRIBUTIONS (other than loans) (Subtract Line 30 from Line 29)	0	0	31
32 TOTAL OPERATING EXPENDITURES from Line 19	0	0	32
33 OFFSETS TO OPERATING EXPENDITURES from Line 15	0	0	33
34 NET OPERATING EXPENDITURES (Subtract Line 33 from Line 32)	0	0	34

9 0 0 0 3 3 0 7 0 7 5 2

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

DEC 12 1984 RQ-2

Anna Durham Windrow, Treasurer
Tennessee Democratic Party
40 Rutledge Street
Nashville, TN 37210

Identification Number: C00167346

Reference: Mid-Year Report (1/1/83-7/31/83)

Dear Ms. Windrow:

This letter is prompted by the Commission's preliminary review of the report(s) referenced above. The review raised questions concerning certain information contained in the report(s). An itemization follows:

-Your original report discloses receipt of a $15,000 bank loan, and a corresponding transfer-out to the Democratic National Committee Telethon Account. Your letter dated November 21, 1984, however, states that the loan in question was not deposited into your Federal account. Therefore, it appears that the transfer to the Democratic National Committee Telethon Account was made from your committee's non-Federal account.

Under 11 CFR 102.5, all disbursements, contributions, expenditures, and transfers in connection with any Federal election are required to be made from a committee's Federal account. Although the Commission may initiate audit or legal enforcement action regarding the transfer of funds from your non-Federal account, any additional clarifying information that you can provide will be taken into consideration.

You are advised that the Mid-Year Report should be amended to delete the loan received and the transfer-out to the Democratic National Committee Telethon Account.

An amendment to your original report(s) correcting the above problem(s) should be filed with the Federal Election Commission

within fifteen (15) days of the date of this letter. If you need assistance, please feel free to contact me on our toll-free number, (800) 424-9530. My local number is (202) 523-4048.

Sincerely,

Michael D. Butterfield

Michael D. Butterfield
Reports Analyst
Reports Analysis Division

Attachment 9

ANALYST: Michael Butterfield

CONVERSATION WITH: Mr. Patrick Baskette

COMMITTEE: Tennessee Democratic Party

DATE: December 17, 1984

SUBJECT(S): Request for Additional Information for Mid-Year 1983

Mr. Patrick Baskette, Executive Director for the Tennessee Democratic Party called concerning an RFAI that was sent to him on December 12th. Mr. Baskette asked the Analyst to send a duplicate copy of the 1983 Mid-Year Report. He explained that since there was a new administration running the show, they had some problems locating duplicate copies of reports that were mailed to the FEC. The Analyst informed Mr. Baskette that he would send a duplicate copy of the Mid-Year Report. The Analyst also informed Mr. Baskette of the contents of the letter dated November 21, 1984 and the discrepancy involved in reporting of the Bank loan. Mr. Baskette informed the Analyst that it is the goal of the Tennessee Democratic Party to fully comply with the rules and regulations of the Federal Election Commission and the Federal Campaign Act. Mr Baskette indicated that they were researching their records and a response would be forthecoming.

Attachment 10

FEB. 26

DEMOCRATIC PARTY OF TENNESSEE

42 Rutledge Street
Nashville, Tennessee 37210
(615) 244-1336

December 19, 1984

Mr. Michael Butterfield
Reports Analyst
Reports Analysis Division
Federal Election Commission
Washington, D.C. 20463

Reference: C00167346

Dear Mr. Butterfield:

We are in receipt of your letter of December 12, 1984, re: our 1983 Mid-Year Report. Your letter makes inquiry into the receipt of a $15,000 bank loan and a corresponding transfer-out to the Democratic National Committee Telethon Account. Your letter also requests that we file an amendment to the 1983 Mid-Year Report to delete these transactions in view of previous correspondence on this matter.

We have requested and you have agreed to provide us with a copy of the 1983 Mid-Year Report showing the transaction in question. Upon receipt of the Report we will evaluate it and promptly submit an amendment and additional clarifying information as appropriate. We request that the Commission not take any further action on this matter pending our forthcoming response.

Sincerely,

Anna Durham Windrow

Anna Durham Windrow
Treasurer
Tennessee Democratic Party

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

RQ-3

January 3, 1985

Anna Durham Windrow, Treasurer
Tennessee Democratic Party
40 Rutledge Street
Nashville, TN 37210

Identification Number: C00167346

Reference: Mid-Year Report (1/1/83-7/31/83)

Dear Ms. Windrow:

On December 12, 1984 you were notified that a review of the above-referenced report(s) raised questions as to specific contributions and/or expenditures, and the reporting of certain information required by the Federal Election Campaign Act.

Your December 19, 1984 response is incomplete because you have not provided all the requested information. For this response to be considered adequate, the following information is still required.

-Your original report discloses receipt of a $15,000 bank loan, and a corresponding transfer-out to the Democratic National Committee Telethon Account. Your letter dated November 21, 1984, however, states that the loan in question was not deposited into your Federal account. Therefore, it appears that the transfer to the Democratic National Committee Telethon Account was made from your committee's non-Federal account.

Under 11 CFR 102.5, all disbursements, contributions, expenditures, and transfers in connection with any Federal election are required to be made from a committee's Federal account. Although the Commission may initiate audit or legal enforcement action regarding the transfer of funds from your non-Federal account, any additional clarifying information that you can provide will be taken into consideration.

You are advised that the Mid-Year Report should be amended to delete the loan received and the transfer-out to the Democratic National Committee Telethon Account.

If this information is not received by the Commission within fifteen (15) days from the date of this notice, the Commission may choose to initiate audit or legal enforcement action.

If you should have any questions related to this matter, please contact Michael Butterfield on our toll-free number (800) 424-9530 or our local number (202) 523-4048.

Sincerely,

John D. Gibson

John D. Gibson
Assistant Staff Director
Reports Analysis Division

TELECON

ANALYST: Michael D. Butterfield

CONVERSATION WITH: Todd Campbell

COMMITTEE: Tennessee Democratic Party

DATE: January 25, 1985

SUBJECT(S): Response to RFAI

Mr. Todd Campbell, legal counsel for the Democratic Party of Tennessee called to inform the Analyst that a response would be arriving in the next couple days. He apologized for the delay which he attributed to the researching of records and the Christmas Season.

DEMOCRATIC PARTY OF TENNESSEE

42 Rutledge Street
Nashville, Tennessee 37210
(615) 244-1336

January 25, 1985

John D. Gibson
Assistant Staff Director
Reports Analysis Division
Federal Election Commission
Washington, D.C. 20463

Identification Number: C00167346
Re: 1983 Mid-Year and Year-End Reports

Dear Mr. Gibson:

We are in receipt of your letter dated January 3, 1985, pertaining to the 1983 Mid-Year and Year-End Reports of the Tennessee Democratic Party. The letter requests additional information regarding the Tennessee State Democratic Committee's $15,000.00 transfer to the Democratic National Telethon V, State Parties on May 12, 1983. In response to your inquiry, we conducted a comprehensive investigation that covered the tenures of two successive administrations. The clarifying information contained herein is submitted as a result of new facts which came to our attention during the course of the investigation.

The Tennessee Democratic Party on May 12, 1983 borrowed $15,000.00 from U.S. Bank. (Copy enclosed). The loan proceeds were transferred directly by the Tennessee Democratic Party to the Democratic National Telethon V, State Parties ("Democratic National Telethon Committee") on May 12, 1983. The loan proceeds were not deposited into any banking account. The only account in existence at this time was a state account styled "Tennessee Democratic Party". The U.S. Bank is no longer engaged in business and, therefore, its records of the direct transfer are not readily accessible. This transaction, however, can be confirmed by the affidavit of the previous party chairman. The loan and transfer in question were duly reported on the Tennessee State Democratic Committee's 1983 Mid-Year Report.

The Tennessee Democratic Party paid the U.S. Bank note on November 16, 1983. The payment was made to the FDIC, receiver for the Bank, in the amount of $16,155.41. The repayment was duly reported on the 1983 Year-End Report. Part of the funds for repayment on the note came from a $7,500.00 transfer from the Democratic National Telethon Committee on November 10, 1983. This transfer was deposited into the state Tennessee Democratic Party account on November 15, 1983. (Copy enclosed). The $7,500.00 transfer was then added to $8,655.41 from the same account, creating a total of $16,155.41, which was used to pay the U.S. Bank note on the next day.

Your letter of January 3, 1985, raises the question of whether the Tennessee Democratic Party's transfer to the Democratic National Telethon

Committee was from a non-federal account. The transfer, as noted above, went directly from U.S. Bank to the Democratic National Telethon Committee and was reported on the 1983 Mid-Year Report. To the extent that our letter of November 21, 1984 contradicts this, it should be disregarded.

Your letter of January 3, 1985, also advises us to amend our 1983 Mid-Year Report to delete the loan and transfer if no federal activity was involved. The letter further notes that the Democratic National Telethon Committee was a federal committee. We had a contrary understanding prior to your letter and, therefore, believed no federal activity had been involved. Enclosed is an amendment to our 1983 Year-End Report disclosing the loan and repayment.

Since it is now known that the loan apparently involved federal activity, it should have been fully paid with federal funds. The loan, as previously described, was paid with $7,500.00 in federal funds transferred from the Democratic National Telethon Committee and $8,655.41 from state funds. To correct this discrepancy, we have transferred $8,655.41 from our federal account to our state account. (Copies enclosed). We have also enclosed an amendment to the 1983 Year-End Report disclosing the transfer of $7,500.00 from the Democratic National Telethon Committee to the Tennessee Democratic Party.

In the event that you have additional questions about this matter, please contact our legal counsel, Todd Campbell, c/o Gullett, Sanford & Robinson, P. O. Box 2757, Nashville, Tennessee 37219. We also apologize for the delay of our response which was necessitated by the scope of the inquiry and the various administrations concerned.

Sincerely,

Anna Durham Windrow

Anna Durham Windrow
Treasurer
Tennessee Democratic Party

(32)

FEB 24 1984

US BANK
DULUTH-IN BANK

At Maturity, this Note may be renewed at the option of the Holder, with or without a reduction, without the necessity of signing a new Note.

PROMISSORY NOTE AND SECURITY AGREEMENT

15,000.00 Nashville Tennessee May 12, 83

FOR VALUE RECEIVED, the undersigned (hereinafter sometimes referred to as "Maker") jointly and severally of more than one Maker promise to pay to the order of UNITED SOUTHERN BANK OF Nashville TN (hereinafter referred to as "Holder", "Bank", or "US Bank") at any of its banking offices, Fifteen Thousand and 00/ (amount in words and numbers) Dollars according to the terms and conditions set out below.

REPAYMENT SCHEDULE: This loan is payable on demand, and if there is no demand by Bank this loan is payable as follows: (check one) ☑ One payment in full 180 days (period) after date of note; ☐ Other _____

INTEREST PAYMENT SCHEDULE: Interest accrues from date of note and is payable as follows: (check one) ☐ in advance; ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at maturity; ☐ other _____

PAID

INTEREST COMPUTATION: Interest is computed on a simple one ☑ 360 ; 365 day year basis at the rate of:

☑ BASE RATE of US Bank as it changes, plus 2 % per annum NOV 16 1983

(check one) ☐ _____% per annum;

☐ Other _____

FDIC

After the expiration of the term hereof this Note shall bear interest at the MAXIMUM RATE PERMITTED BY LAW. At permitted by law to interest than to principal, by agreement of the parties upon the renewal or extension of this note, the interest rate may be changed to any rate permissible at the time the contract to make this loan was received, the time this loan was made, or at the time of such renewal or extension.

DEFINITIONS: The term "Holder" as used herein shall mean Bank or any subsequent person, firm or corporation who is an assignee of this Note by reason of endorsement, sale or assignment by Bank. The term "Maker" as used herein shall mean all persons, jointly and severally, who sign this Note, including all endorsers. The term "Indebtedness" as used herein shall mean this Note, any extensions, renewals or modifications hereof and any and all other debts now existing or hereafter incurred by Maker or any of them, and owing to Holder. The Base Rate and the Prime Rate of US Bank shall be one and the same and the terms may be used interchangeably. Base Rate of US Bank shall mean that rate of interest which is designated by the Bank from time to time as its "Base Rate". The Base Rate is established by the bank operations department of the Bank and is available upon request to borrowers during normal business hours. If for any reason the interest of interest on a loan at the Base Rate is violated by a court of competent jurisdiction or if such court holds that the Base Rate of the Bank is some rate other than the rate designated by the Bank as its Base Rate, then any such loan be considered to bear interest at such rate as determined by the highest rate permitted by law. In no event shall the interest rate on any loan exceed the maximum rate of interest allowed by law as such law exists at the time this instrument is executed or as the law may be amended or changed subsequently. The interest rate of this note, if variable with the Base Rate, shall be adjusted on the same day as any change in the Base Rate.

DEFAULT: Upon the occurrence of any event of default as hereinafter set forth, or at any time thereafter Holder hereof deems itself insecure, HOLDER MAY DECLARE ALL OBLIGATIONS EVIDENCED OR SECURED HEREBY IMMEDIATELY DUE AND PAYABLE without presentment, demand, protest, notice of nonpayment of any or all of the foregoing, or notice of any kind, all of which are hereby expressly WAIVED. Upon such ACCELERATION by default there shall be NO Credit rebate of the unearned portion of the FINANCE CHARGE. Maker jointly and severally of more than one) agrees to pay reasonable ATTORNEY'S FEES, if this Note is referred to an attorney at any maturity and further agrees to pay all costs of collection and court costs.

WAIVER: The undersigned hereby WAIVE AND RENOUNCE any rights they may have under any and all homestead and exemption laws now in force or which may hereafter be enacted by any state or the United States, insofar as such rights may be waived.

DISPOSITION OF PROCEEDS: Maker warrants that proceeds of this loan will be used for personal, family or household use ☐ agricultural ☐ or business ☑ (check one) The hereinafter described Collateral has been or will be purchased with the proceeds hereof ☐ (check if applicable)

PREPAYMENT: A Credit rebate of unearned interest will be given on a pro rata basis in the event of prepayment in full prior to the expiration of the term hereof.

SECURITY INTEREST: Maker hereby grants unto Holder a security interest in the following described property and all accessions or additions thereto (hereinafter referred to as "Collateral") as collateral security for this loan. Maker agrees that this Note, any extensions, renewals or modifications hereof and any and all other debts whether direct or indirect, absolute or contingent due or to become due of Maker, including all attorneys' fees, court costs and expenses of whatever kind incident to the collection of said indebtedness and the enforcement and protection of the security interest created hereby and all future advances made by Bank for taxes, insurance and repairs to or maintenance of the Collateral (collectively referred to as "Indebtedness") NOW EXISTING OR HEREAFTER INCURRED are secured by the Collateral and by all property now or hereafter in the possession of or on deposit with Holder AND INCLUDING ALL INCOME CASH STOCK AND OTHER DIVIDENDS PAID ON ALL SECURITIES RECEIVED IN ADDITION TO OR IN EXCHANGE FOR AND ALL RIGHTS TO SUBSTITUTE FOR SECURITIES "INCIDENT" TO ANY OF THE COLLATERAL. The security interest herein granted extends to all PROCEEDS AND PRODUCTS AND PROCEEDS of the Collateral. If any of the undersigned have granted to Holder a security interest in Collateral prior to the date hereof or if any security interest executed by the undersigned has been negotiated or assigned to Holder and the indebtedness secured thereby has remained unpaid, said Collateral NOW STANDS AS COLLATERAL HEREFOR AS WELL.

COLLATERAL: ☐ This loan is unsecured ☐ A security interest is retained on the following property
☐ Deed of Trust on the following property ☑ Other security, as follows

Guarantee of Barton J. Gordon and Will T. Cheek and J. Kent Syler

PROPERTY DAMAGE INSURANCE: If the loan evidenced hereby is in excess of Three Hundred ($300.00) Dollars and is secured by Collateral, the Maker agrees to obtain full insurance against all kinds of damage to the Collateral and with any loss payable to Holder and agrees to furnish Holder evidence of such insurance coverage. MAKER MAY INCLUDE THE PERSON THROUGH WHOM SUCH INSURANCE IS OBTAINED. Holder reserves the right to refuse acceptance of insurance coverage through such person upon reasonable cause. Upon default Maker fail to renew and keep in effect such insurance coverage Holder may, at its option, obtain such coverage for its own protection at the Maker's expense and payment of the premiums thereof by Holder shall be secured hereby. If Maker hereby directs any such insurance company to make payment directly to the Holder, Maker hereby authorizes and hereby does the Holder as attorney-in-fact to endorse any check, draft or order, to sign any proof of loss and all such money received by Holder shall be applied toward the indebtedness of Maker to Holder, its successors or assigns. Any such policy shall provide for at least ten (10) days written notice to Holder by the insurance carrier of pending cancellation or alteration of said policy.

USE OF COLLATERAL: The Collateral is used or will be used for personal, family or household ☐ agricultural ☐ or business ☑ use (check one)

LOCATION OF COLLATERAL: The Collateral is located or kept at _____ (complete address)

and shall not be permanently moved without the knowledge and express prior written approval of Holder.

THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL PROVISIONS SET FORTH ON THE REVERSE SIDE HEREOF, THE SAME BEING INCORPORATED HEREIN BY REFERENCE.

MAKER AGREES TO THE TERMS AND PROVISIONS HEREOF AND ACKNOWLEDGES RECEIPT OF A COMPLETED, FILLED-IN COPY OF THE NOTE, THIS THE DATE FIRST ABOVE WRITTEN.

Nashville City Bank
315 UNION STREET
NASHVILLE TN 37201

THANK YOU for banking at NCB

Tennessee Democratic Executive Committee

CHECKING CREDIT ADVICE

DATE 11 15 83		
DESCRIPTION		
Fed Funds		16155 41
Credit (and C. Co)		7166.00
ACCT NO. 76 5602 0-0	TRANS CODE 10	AMOUNT 16155 41

[redacted]

155

TENNESSEE DEMOCRATIC
EXECUTIVE COMMITTEE
305 7TH AVE NORTH 244-1208
NASHVILLE TN 37203 DATE 11-17-83 14 83

PAY TO THE ORDER OF FDIC $16155 41/xx

Sixteen thousand one hundred fifty-five and 41/100's — DOLLARS

179027
Fr. 15000 00
7195 41
Acct. 15013720 paid in full

Nashville City Bank

[redacted]

8 5 0 4 0 3 2 3 8 0 1 9

8 5 0 4 0 3 3 2 0 8

8 5 0 3 3 5 3 3 0 3 0

D.N.C. SERVICES CORPORATION GENERAL FUND

PAY

TO THE Tennessee Democratic Headquarters

[redacted]

DATE	INVOICE NO.	DESCRIPTION	AMOUNT
11/10/83		Telethon	7,500.00

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN FULL PAYMENT OF ITEMS DESCRIBED ABOVE AND THE PAYEE ACCEPTS IT AS SUCH.
NO RECEIPT REQUIRED

Attachment 13
Page 5 of 8

Nashville CityBank
NASHVILLE, TENNESSEE

Transfer from TDP	8655	41	8655 41

DATE Jan. 28, 1995

	DOLLARS	CENTS
CURRENCY		
COIN		
CHECKS AND OTHER ITEMS	8655	41
TOTAL FROM REVERSE SIDE		
TOTAL DEPOSIT	$ 8655	41

TENNESSEE DEMOCRATIC EXECUTIVE COMMITTEE

[redacted]

WITHDRAWAL—REGULAR CHECKING

Nashville, Tenn. Jan 28 1995

Please Charge My Account and Pay to my Order $ 8655.41

eight thousand six hundred fifty-five and 41/100 — Dollars

REDEEMABLE ONLY AT AN OFFICE OF NASHVILLE CITY BANK

Nashville CityBank

ACCOUNT NUMBER PLEASE 70864187

[redacted]

REPORT OF RECEIPTS AND DISBURSEMENTS
For a Political Committee Other Than an Authorized Committee

(Summary Page)

ALIGN AREA

85 JAN 31 AM 10

1. Name of Committee (In Full)
TENNESSEE DEMOCRATIC PARTY

Address (Number and Street)
42 RUTLEDGE STREET

City, State and ZIP Code
NASHVILLE, TN 37210

☒ Check here if address is different than previously reported.

2. FEC Identification Number
C00167346

3. ☐ This committee qualified as a multicandidate committee during the Reporting Period on _____ (Date)

4. TYPE OF REPORT (Check appropriate boxes)

(a) ☐ April 15 Quarterly Report ☐ October 15 Quarterly Report
☐ July 15 Quarterly Report ☒ January 31 Year End Report
☐ July 31 Mid Year Report (Non-Election Year Only)
☐ Monthly Report for _____
☐ Twelfth day report preceding _____ (Type of Election) election on _____ in the State of _____
☐ Thirtieth day report following the General Election on _____ in the State of _____
☐ Termination Report

(b) Is this Report an Amendment?
☐ YES ☐ NO

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R S U 3 3 5 3 3 0 2 3

SUMMARY	COLUMN A This Period	COLUMN B Calendar Year-to-Date
5. Covering Period July 1, 1983 through Dec 31, 1983		
6. (a) Cash on hand January 1, 19____		$ 0
(b) Cash on Hand at Beginning of Reporting Period	$ 0	
(c) Total Receipts (from Line 18)	$ 7500.00	$ 22500.00
(d) Subtotal (add Lines 6(b) and 6(c) for Column A and Lines 6(a) and 6(c) for Column B)	$ 7500.00	$ 22500.00
7. Total Disbursements (from Line 28)	$ 16155.41	$ 31155.41
8. Cash on Hand at Close of Reporting Period (subtract Line 7 from Line 6(d))	$ 8655.41 *	$ 8655.41 *
9. Debts and Obligations Owed TO The Committee (Items all on Schedule C or Schedule D)	$	
10. Debts and Obligations Owed BY the Committee (Items all on Schedule C or Schedule D)	$	

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

Anna D. Windrow
Type or Print Name of Treasurer

Anna D. Windrow Jan. 28, '85
Signature of Treasurer Date

For further information contact
Federal Election Commission
Toll Free 800 424 9530
Local 202 523 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 3 and FEC FORM 3a are obsolete and should no longer be used.

FEC FORM 3X (3/80)

* SEE COVER Letter

Page 1 of 1 for LINE NUMBER 17 (37)
(Use separate schedule(s) for each category of the Detailed Summary Page)

SCHEDULE A **ITEMIZED RECEIPTS**

Any information copied from such Reports or Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.

Name of Committee (in Full): TENNESSEE DEMOCRATIC PARTY

Full Name, Mailing Address and ZIP Code	Name of Employer / Occupation / Aggregate Year-to-Date—$	Date (month, day, year)	Amount of Each Receipt this Period
A. D.N.C. SERVICES CORP. 1625 MASS. AVE., N.W. WASHINGTON, D.C. 20036 — Receipt For: ☐ Primary ☐ General ☐ Other (specify):		11/14/83	7500.00
B.			
C.			
D.			
E.			
F.			
G.			

SUBTOTAL of Receipts This Page (optional) .....

TOTAL This Period (last page this line number only) 7500.00

8504055280 5

ATTACHMENT B (38)

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

Anna Durham Windrow, treasurer
Tennessee State Democratic Committee
40 Rutledge Street
Nashville, TN 37210

RE: MUR _____
Tennessee State Democratic
Committee and Anna Durham
Windrow, treasurer

8504055280 6

Dear Ms. Windrow:

On , 1985, the Federal Election Commission determined that there is reason to believe that the Tennessee State Democratic Committee and you, as treasurer, violated 2 U.S.C. § 441b, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act") and 11 C.F.R. § 102.5(a)(1)(i), a provision of the Commission's Regulations. The General Counsel's factual and legal analysis, which formed a basis for the Commission's findings, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you and the committee. You may submit any factual or legal materials which you believe are relevant to the Commission's consideration of this matter. Please submit any such materials, along with your answers to the enclosed questions, within ten 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 your committee and you, as treasurer, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation. Of course, this does not preclude the settlement of this matter through conciliation prior to a finding of probable cause to believe if so desired. See 11 C.F.R. § 111.18(d).

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 Eric Kleinfeld, the attorney assigned to this matter, at (202) 523-4000.

Sincerely,

John Warren McGarry
Chairman

Enclosures
Questions
General Counsel's Factual and Legal Analysis
Procedures
Designation of Counsel Statement

ATTACHMENT C (10)

Questions for the Tennessee State Democratic Committee

On , 1985, the Federal Election Commission ("Commission") determined there was reason to believe that the Tennessee State Democratic Committee and Anna Durham Windrow, as treasurer, violated 2 U.S.C. § 441b of the Federal Election Campaign Act of 1971, as amended, ("Act") and 11 C.F.R. § 102.5(a)(1)(i) of the Commission's Regulations.

As part of its investigation into this matter, the Commission requests that answers be provided to the following questions. The "loan" refers to the $15,000 loan which the Tennessee Democratic Party received from the United Southern Bank and transferred to the Democratic National Telethon.

1. At the time of repayment of the loan on November 16, 1983, was any of the money contained in your non-federal account attributable to labor union contributions?

2. If the answer to question number 1 is yes, state the total amount of funds in your non-federal account which had a union source at the time of repayment of the loan on November 16, 1983.

3. State the total amount of funds in your non-federal account at the time of repayment of the loan on November 16, 1983.

ATTACHMENT D (41)

GENERAL COUNSEL'S FACTUAL AND LEGAL ANALYSIS

RESPONDENT Tennessee State Democratic Committee MUR NO _____
Anna Durham Windrow, treasurer

SUMMARY OF ALLEGATIONS

The Tennessee State Democratic Committee ("Committee") was referred to this Office by the Reports Analysis Division ("RAD") for possible violations of 11 C.F.R. § 102.5(a)(1)(i) and § 102.6(a)(1)(iv) in connection with a $15,000 bank loan obtained by the Tennessee Democratic Party[1/] and subsequently transferred as an advance for a joint fundraiser, the Democratic National Telethon ("DNT"). The loan was repaid by the Party's state account.

FACTUAL AND LEGAL ANALYSIS

a. Factual Background

The Tennessee Democratic Party on May 12, 1983 borrowed $15,000 from the United Southern Bank of Nashville. The loan was guaranteed by three individuals for $5000 each, had a due date of November 8, 1983, and was to be at an interest rate of one point above the prime rate. On the same day that the money was borrowed (May 12), it was transferred to the Democratic National Telethon, a federal account. The loan proceeds were advanced as the Tennessee Democratic Party's share of costs for a joint fundraising event (the telethon) which the Democratic National Committee held on May 28-29, 1983, in conjunction with 35 Democratic state party committees.

1/ As explained infra, a reference to the Tennessee Democratic Party ("Party") means the Democratic party organization in the state of Tennessee. This was also the name of that organization's non-federal acount. A reference to the Tennessee State Democratic Committee ("Committee") means the federal account which was subsequently set up by the Party.

According to the Tennessee Democratic Party in response to RAD's inquiry, the loan proceeds were not deposited into any account prior to the transfer to DNT. The Party's only account said to be in existence at the time the money was borrowed was a state account entitled "Tennessee Democratic Party." However, on May 19, 1983, the party filed a statement of organization with the Federal Election Commission ("Commission") for the Tennessee State Democratic Committee, its federal account. Subsequently, the Committee disclosed on its 1983 Mid-Year Report (filed on July 29, 1983) the $15,000 loan from United Southern Bank and the corresponding $15,000 transfer-out to DNT.

Because the loan was reported as still outstanding on the Committee's 1983 Year-End Report, RAD sent a Request for Additional Information ("RFAI") to the Committee on October 18, 1984, followed by a Second Notice on November 8, 1984, noting a possible violation of 11 C.F.R. § 102.5 and requesting additional clarifying information.

The Tennessee Democratic Party subsequently indicated that the loan was repaid on November 16, 1983, and the Committee reported the repayment on its amended 1983 Year-End Report. The total amount of the repayment was $16,155.14. Of the total repayment, $7500 came from a transfer by DNT on November 10, 1983, in partial repayment of the original advance for the joint fundraiser. According to the Party, the remaining $8655.41 used to repay the bank note came from the Tennessee Democratic Party account (the state account) instead of from the Committee. On January 28, 1985 the Tennessee Democratic Party, after contact

with RAD, transferred $8655.41 from their federal account to their state account, to cover the amount of the loan repayment made from funds contained in the Party's state account.

b. Legal Analysis

Pursuant to 11 C.F.R. § 102.6(a)(1)(ii), party committees may transfer among each other funds in unlimited amounts. However, any party committee making a transfer (under § 102.6(a)(1)(ii)) must count such a transfer against the reporting thresholds of the Federal Election Campaign Act of 1971, as amended, ("Act") in determining whether the party committee is a political committee within the meaning of 2 U.S.C. § 431(4) and 11 C.F.R. § 100.5. Any committee which makes expenditures in excess of $1000 during a calendar year is a political committee pursuant to 2 U.S.C. § 431(4), triggering the Act's registration and reporting requirements. Under 2 U.S.C. § 433(a), a party committee must file a statement of organization within 10 days after becoming a political committee.

Under this analysis, the transfer of loan proceeds from the Tennessee Democratic Party to DNT was permissible pursuant to 11 C.F.R. § 102.6. However, because the amount of the transfers to DNT was $15,000, in excess of the limit for unregistered organizations, the Tennessee Democratic Party qualified as a political committee, triggering the registration requirements of the Act. The Tennessee Democratic Party complied with 2 U.S.C. § 433(a) when it filed a statement of organization for the federal account, the "Tennessee State Democratic Committee," seven days after the transfer to DNT.

Under 11 C.F.R. § 102.5, organizations, including political parties, that are political committees and wish to finance both federal and non-federal political activity must do so either (1) through two separate entities, one of which is a separate federal account which alone shall finance the organization's federal political activity, 11 C.F.R. § 102.5(a)(1)(i); or (2) through a single entity which may finance both federal and non-federal elections, as long as all contributions it receives are subject to the Act's prohibitions and limitations, 11 C.F.R. § 102.5(a)(1)(ii).[2/]

A federal account which is established under the first alternative shall be treated as a separate federal political committee and must comply with the Act's requirements, including registration and reporting. 11 C.F.R. § 102.5(a)(1)(i). All disbursements made by the political committee in connection with any federal election must be made from the federal account. 11 C.F.R. § 102.5(a)(1)(i).

Following receipt of the loan and its subsequent transfer to DNT, the Tennessee Democratic Party apparently opened a federal account, registered it with the Commission as the Tennessee State Democratic Committee and began reporting its activities. Once having done so, the Party was required, in order to comply with 11 C.F.R. § 102.5, to make all disbursements in connection with a

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2/ However, it is not the original transfer to DNT which is covered by § 102.5, it is the loan repayment. The scope of § 102.5 apparently does not cover transfers and joint fundraising. The transfer between the Party and DNT is one between two distinct entities and is more properly covered by § 102.6.

federal election from the federal account. However, in November, 1983, when the Tennessee Democratic Party repaid the loan in question, it used $8655.41 from its non-federal account. The loan had originally been transferred to DNT, a federal account, for federal election activity. Therefore, the funds to repay the loan which had as their origin the non-federal account ($8655.41) were required to come from the federal account. Accordingly, because the loan should have been repaid from the federal account, the Office of General Counsel recommends that the Commission find reason to believe that the Tennessee State Democratic Committee and Anna Durham Windrow, as treasurer, violated 11 C.F.R. § 102.5(a)(1)(i).

Where, as here, the funds used to repay an obligation in connection with federal political activity come from a state (non-federal) account, the potential exists for prohibited funds to be used for federal political activity. A corporation or labor organization is prohibited from making a contribution or expenditure in connection with any federal election. 2 U.S.C. § 441b. A political committee is prohibited from knowingly receiving any contribution prohibited by 2 U.S.C. § 441b. 11 C.F.R. § 114.2(c).3/

3/ According to the Commission's publication Campaign Finance Law 84, Tennessee state law prohibits corporate contributions, Tennessee Code Annotated § 2-19-132, but permits unlimited contributions from labor unions. Therefore union funds may have been used to repay a portion of the loan.

The loan received by the Tennessee Democratic Party was used for purposes related to federal political activity. In repaying a portion of the loan from funds in its state account, the Tennessee Democratic Party may have used funds not subject to the Act's prohibitions to satisfy this obligation. For the Party to use impermissible funds in this manner would be an apparent violation of 2 U.S.C. § 441b. Accordingly, the Office of General Counsel recommends that the Commission find reason to believe that the Tennessee State Democratic Committee and Anna Durham Windrow, as treasurer, violated 2 U.S.C. § 441b.

FEDERAL ELECTION COMMISSION

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

THIS IS THE BEGINNING OF MUR # 2003

Date Filmed 9/26/85 Camera No. --- 2

Cameraman AS

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