| LETTERS UNLIMITED 2118 - 24TH AVE NORTH NASHVILLE, TENN 37208 | | | No | 123 |
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Pay to the order of First American National Bank

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LETTERS UNLIMITED



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ULS. House of Representatives COMMITTEE ON STANDARDS OF OFFICIAL CONDUCT

Martingme, D.C. 20515

June 2. 1962

JUN 2 1 1992

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

Dear Colleague

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

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

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

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

Honorable Bill Sonor June 2, 1982 Page 2

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

All rends income you received in 1982 from the committee must be reported by source and category of value in Section 1.8 of the 1982 Finance by source and return which will be due May 15, 1983 17 you have additional successions.

Couls Stores

Flayd D Spence

International Business Machines Corporation

May 17, 1982

Post Office Box 259 Nashville Tennessee 37262 615/747 4208

Office of Congressman Bill Boiler Federal Building U. S. Courthouse Nashville, Tennessee 37203

Dear Sir

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Per your request, I have provided the enclosed information on IBM's Office System 6/450 Information Processor. As you can see, I have included the 36-month lease, 24-month lease, monthly rental, and purchase price of this equipment, along with pricing information for optional features

If you have any questions regarding this information, or if I can be of further assistance to you in any way, please feel free to contact me.

David W. Dodson

Office Systems Specialist National Marketing Division

DWD: 3tm

Enclosure

PRICE QUOTE

| | EQUIPMENT | MONTHLY RENTAL | TASE MO | TEALE/WO | PURCHASE PRICE |
|---------|---|-------------------|----------|-----------|-------------------|
| مح دی د | IBM Office System 6/450 Information Processor Optional Processing | 1974 60 | 1857 00 | \$1.18 GO | \$21,6/0 00 |
| WU | Optional Processing Feature | \$ 32 00 | \$ 28 00 | \$ 27 00 | \$ 750 00 |
| V | Communicating Feature Adapter 3/00 | \$ 96 00 | \$ 84 00 | \$ 81 00 | \$ 2,430 00 |
| V | EIA Interface Attachment 3/01 | \$ 13 90 | \$ 12 30 | \$ 11 80 | \$ 250 00 |
| | Internal Modem, Non-Switched Line | \$ 31 00 | \$ 27 30 | \$ 26 00 | \$ 1,015 00 |
| V | with Switched Network Backup, 5508 | 11 | 1, 1 | | |

Prices contained herein will remain firm for a period of thirty days from the date of this quotation and are subject to state and local taxes.

The terms and conditions of the current lease, Rental, and Purchase Agricuments apply to the above prices.

Under the terms and conditions of the Rental Agreement, this equipment may be discontinued after 180 days of installation by either party by giving the other party thirty days prior written notice. If not discontinued at the end of 180 days, the equipment may then be discontinued at any time thereafter upon thirty days prior written notice.

Under the terms and conditions of the Lease Agreement, the equipment will be initially installed for a contract period of 24 months or 36 months, whichever is applicable. The equipment may be discontinued within this period provided thirty days written notice is received by IBM and termination charges are paid as set forth in the contract.

this includes serve contract.

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LEACL AGENT 1 4

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

/s/1/82 DATE

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Villam H. Honer

TREASURER
Re-Elect Congressman Boner

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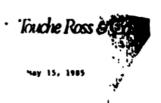
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If I can be of further assis on e, place to contact me

Advisory Marketing Representative National Marketing Division

NUH -G3Q 3194 13



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

Dear Mr. Boner:

We are replying to your into a second the second that you may have received from Letters Unitaries to the second year 1964.

We have reviewed our files for the introcepts and cash distursements records of Letters Unlimited. Out files in the thint to distributions in the form of sality or do to the course the calendar year 1986.

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Unlimited because you must report \$1,545. If y me on cour 1984 tax returns to second tax compounded by the fact you did not not to the pay the resulting additional tax from this income.

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SECRETARY CF STATE

CHARTER

OF

TARGETED COMMUNICATIONS, INC.

800x 5929 PLUE 985

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

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

This 17th day of August, 1982.

Joe Mam Laynes

A. The

BY-LAWS

OF

TARGETED COMMUNICATIONS, INC.

ARTICLE I

MEETINGS OF SHAREHOLDERS

1. Annual Meeting. The annual meeting of the shareholders shall be held on September 1st of each year, either within or without this State, as may be designated from time to time by the Directors.

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- 2. Special Meetings. Special meetings of the share-holders may be called by the President, a majority of the Board of Directors, or by the holders of not less than one-tenth (1/10) of all the shares entitled to vote at such meeting. The place of said meetings shall be the principal office of the Corporation, unless otherwise designated by the Directors.
- 3. Notice of Shareholder Meetings. Written or printed notice stating the place, day and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called and the person or persons calling the meeting, shall be delivered either personally or by mail or at the direction of the President, Secretary, Officer or person calling the meeting to each shareholder entitled to vote at the meeting. If mailed, such notice shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, and

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

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

to vote at any adjournment of such meeting, but shall not be valid after the expiration of eleven (11) months from the date of its execution unless otherwise provided in the proxy.

ARTICLE II

BOARD OF DIRECTORS

1. Qualification and Election. Directors need not be shareholders or residents of this State, but must be of legal age. They shall be elected by a plurality of the votes cast at the annual meetings of the shareholders. Each Director shall hold office until the expiration of the term for which he/she is elected, and thereafter until his/her successor has been elected and qualified.

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- 2. Number. The number of directors shall be fixed from time to time by the shareholders, or by a majority of the entire Board of Directors, but shall never be less than the number required by law.
- 3. Meetings. The annual meeting of the Board of Directors shall be held immediately after the adjournment of the annual meeting of the shareholders, at which time the officers of the Corporation shall be elected. The Board may also designate more frequent intervals for regular meetings. Special meetings may be called at any time by the Chairman of the Board, President or any two (2) Directors.
- 4. Notice of Directors' Meetings. The annual and all regular Board meetings may be held without notice. Special

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

- 5. Quorum and Vote. The presence of a majority of the Directors shall constitute a quorum for the transaction of business. A meeting may be adjourned despite the absence of a quorum, and notice of an adjourned meeting need not be given if the time and place to which the meeting is adjourned are fixed at the meeting at which the adjournment is taken, and if the period of adjournment does not exceed thirty (30) days in any one adjournment. The vote of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless the vote of a greater number is required by the Charter, these By-Laws, or by the laws of Tennessee.
- 6. Executive and Other Committees. The Board of Directors, by a resolution adopted by a majority of its members, may designate an executive committee, consisting of two or more persons, who may or may not be directors, and may delegate to such committee or committees any and all such authority as it deems desirable, including the right to delegate to an executive committee the power to exercise all the authority of the Board of Directors in the management of the affairs and property of the Corporation.

ARTICLE III

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OFFICERS

 Number. The Corporation shall have a president and a secretary, and such other officers as the Board of Directors shall from time to time deem necessary. Any two or more offices may be held by the same person, except the offices of president and secretary.

- 2. Election and Term. The officers shall be elected by the Board at its annual meeting. Each officer shall serve until the expiration of the term for which he is elected, and thereafter until his successor has been elected and qualified.
- 3. <u>Duties</u>. All officers shall have such authority and perform such duties in the management of the Corporation as are normally incident to their offices and as the Board of Directors may from time to time provide.

ARTICLE IV

RESIGNATIONS, REMOVALS AND VACANCIES

1. Resignations. Any officer or director may resign at any time by giving written notice to the Chairman of the Board, the President, or the Secretary. Any such resignation shall take effect at the time specified therein, or, if no time is specified, then upon its acceptance by the Board of Directors.

- 2. Removal of Officers. Any or all of the Directors may be removed by the Board whenever in its judgement the best interests of the Corporation will be served thereby.
- 3. Removal of Directors. Any or all of the Directors may be removed either with or without cause by a proper vote of the shareholders; and may be removed with cause by a majority vote of the entire Board.

4. <u>Vacancies</u>. Newly created directorships resulting from an increase in the number of directors, and vacancies occurring in any office or directorship for any reason, including removal of an officer or director, may be filled by the vote of a majority of the directors then in office, even if less than a quorum exists.

ARTICLE V

ACTION BY CONSENT

Whenever the shareholders or directors are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken, signed by all the persons or entities entitled to vote thereon.

ARTICLE VI

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AMENDMENT OF BY-LAWS

These By-Laws may be amended, added to or repealed either by: 1) a majority vote of the shares represented at any duly constituted shareholders' meeting, or 2) a majority vote of the entire board of directors, which may, however, may be amended or repealed by the shareholders.

CERTIFICATION

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

President

See Ann Eley
Secretary

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FROM: RM

DATE: JANUARY 28TH

RE: EQUIPMENT PURCHASED

| | Type of Equipment | *Date | Amount ** |
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| ١. | IBM-System 34 | | |
| | (a) Processor with 128K, 2D Diskette Drive, 126MB | 8/27/84 | \$14,500.00 |
| | (b) System Software | 9/14/84 | 7,723.00 |
| | (c) Modem Eliminator | 10/24/84 | 431.00 |
| 2. | Word COM | | |
| | (a) Specified Software | 11/19/84 | 12,500.00 |
| 3. | 5211-2 Printer | 12/1/84 | 4,777.50 |
| 4. | Information Distributor:48008PS (a) Laser 6670 | 8/29/84 | 23,756.24 |
| 5. | IBM- PC-XT and supplies | 2/1/85 | 4,187.25 |
| 6. | xerox Copier | 9/20/82 | 2,613.56 |
| 1. | Fitney buses Mailing Equip. | 9/20/82 | 6,420.31 |
| 8. | MEL 3000 (Compydialer) | 9/23/82 | 36,000.00 |
| 9. | IBM - System S1x/450 | 3/22/82 | 25,464.25 |
| | | TOTAL | \$138,373.11 |

^{*}Date of payment, not delivery.

^{..} Amount check was written for

| DATE PARTIES DATE | _ |
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1-/1/22

I' will to communications, INC.

HILL PRETAN, TREASURER

LEASE ACT IN ME

This is to signify an agreement lecturer largeted Communications, Inc. and the Re-elect Congressman Bill Honor Communication (in fittee for the lease of a Pitney Boxes Fast Mail System (Inserter, Podel No. 3307, Serial Number 014308, Mail Mechine, Model No. 5600, Serial Number 161002, Fld/Insert Model No 1831, Serial Number 014355) owned by Targeted Communications, Inc. The Compaign Committee will pay to Targeted Communications, Inc. the sum of \$700.00 per munth for the lease of said Pitney Boxes Mail System and Target Communications, Inc. shall pay for all service repairs for the Junation of this lease agreement.

-10/1/12

THE THE PROPERTY ON S. INC.

Congressman Boner

LEASE AGRES MENT

This is to signify an agreement between Targeted Communications. Inc. and the Re-elect Congressman Bill Foner Campaign Committe for the lease of a MIL 3000 System owned by Targeted Communications, Inc. The Campaign Cornette shall pay to length is femulaications, Inc. the sum of \$1,500.00 per month for the lease of said MEL 3000 System and Targeted Communications, Inc. Shall pay for all service repairs for the juration of this lease agreement.

3/12/83

ARGETED COMMUNICATIONS.

Ar elect Congressmen Boner

LEASE AGREEMENT

This is to signify and agreement between Targeted Communications.

Inc. and the Re-Elect Congressman Boner 1983 Committee for the lease of an IBM System 34 Computer, 34 Software and 6670 Laser Printer (includes 5,600 prints and cost schedule for additional prints will be 75% of the cost that IBM would charge). The Compaign Committee will pay to Targeted Communications, Inc. the sum of \$5,600.00 prints and System 34, 34 Software and 6670 Lease Printer and shall pay for maintenance and service repairs for the duration of this lease agreement.

1/1/85

WILL INFW. BONER

Topicus man Boner 1986



October 4, 1587

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

Dear Congr.

I would like to take this opportunity to think you for the continued trust and confidence you have placed as New A. As you requested, I have listed below the current rental rates for the News 3100:

Xerox 3160 R Lular Pricing

Monthly Read of

Annual Roat, I

Two-Year Rental

Monthly Minimum (includes 625 copies)
Copies from 675 to 3,000 @ \$.047 each
Copies from 3,000 to 6,000 @ \$.028 each
Copies from 6,000 @ \$.018 each

Delivery Charges \$ 79.00

Thank you for the business you have given us.

Sincerely,

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Dale Williams
Marketing Executive
XEROX CORPORATION

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XEROX 3100 - Rental Rates, 1984 Nover ...

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



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September 14, 11

Congression Fill Counce 552 U S Court 1 5 45 Reshville, TK 37203

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

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

Dear Ms. Murray:

Enclosed is the information $y_t(u)$, $q_t(u)$ ted in regards to your existing Pitney Bowes Mailing Tystem.

- 1) One-year monthly 1651, 4
- 2) Two-year contally \$ 50.50

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April 6. 1980

Congressman P:11 Poper Roum 552 Federal Court ! No horling He.

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Mr. Butch Eley
Office of Coogres in Ball Bonca
U. S. Courthouse
Rashville, Tennessee 37701

Dear Butch:

The following is the information you required to be regarding rental of IMM equipment. These figures are not to be an idead a price quotation, but rather are to be used by your contribution for informational jurposes only. These prices do not reflect thate and local taxof should they be applicable.

| | COST PER MONTE | |
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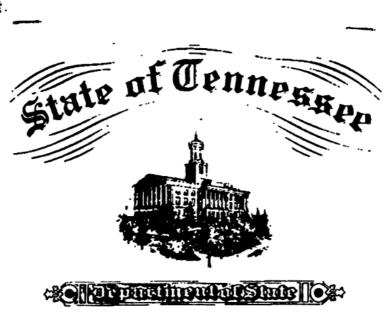
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Certificate

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

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



dentry Crowell

TRANSMITTED FROM 615 251 7479

02.19.56 09:16 P.04 -CG. B. BOHER

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

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

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

DATED farming 3/ . 1986.

PARSETED COMMUNICATIONS, INC.

By: Your A Therese There is not to the second se

STATEMENT OF INTENT TO DISSOLVE TARGETED COMMUNICATIONS, INC.

BY WRITTEN CONSENT

To the Secretary of State of the State of Tennessee:

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

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

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

Lee Ann iley Secretary-Treasurer Unit 101 Franklin, TN 37064

3. The names and addresses of its directors are:

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

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

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

DATED James 7/ . 1984

By: Willam D. J.

14.00 UNITE H.US H. HUNCH

WRITTEN CONSENT OF DISSOLUTION

TARGETED COMMUNICATIONS, INC.

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

DATED January 3/ , 1986.

William Hr Som

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U.S. House of Representatives

COMMITTEE ON STANDARDS OF OFFICIAL CONDUCT

Washington, D.C. 20515

18 January 1979

Honorable Bill Boner 118 Cannon House Office Building Washington, D. C. 20515

Dear Colleague:

This is in reply to your letter of January 9, 1979, wherein you request an advisory opinion concerning the propriety of your personally employing your sister in your district office and compensating her entirely out of your own salary as a Momber of Congress.

The applicable House Rule in this situation is Rule 45, which prohibits private contributions for official purposes. However, this Rule is not intended in any way to restrict a Member's use of his personal funds; therefore, Rule 45 would not serve to prohibit you from hiring additional staff members and paying them from your own funds.

There is also a statutory prohibition against federal employment of certain relatives. Section 3110 of title 5, United States Code, provides that a public official may not appoint, employ, or promote any of certain relatives of his to a civilian position in the agency in which he is serving. This restriction is intended to prohibit a public official from employing or advocating for employment a relative of his to a position in the federal government for which the relative would receive formal compensation as salary from the U.S. Treasury. In the situation you describe, your sister would be paid from your own personal funds, and thus would not be considered a federal employee. Accordingly, there is nothing improper in this proposed arrangement whereby your sister would work in your district office and you would pay her entirely out of your own funds.

If you have any further questions on this matter, please contact the Committee staff on ext. 57103.

With best wishes,

Chala 2 Be Di

Charles E, Bennett Acting Chairman

REIMBURSEMENTS FROM CAMPAIGN TO BILL BONER

A. CONSTITUENT PRESENTATIONS B. FOOD, RECEPTION EXPENSES

In 1985 the campaign reimbursed Bill Boner for expenses incurred for bona fide campaign purposes in the amount of \$3,837.04. The catagories in which the expenses are broken down and their amounts are as follows:

| 00110 | TITODAY TABBOATATIONS | THE OUT TO BE SHOULD |
|-------|---|---|
| | \$ 126.51 796.28 92.49 165.10 7 39.60 9.90 | \$ 98.01 115.83 31.57 201.00 92.24 10.39 19.54 |
| | \$1,419.98 | 84.60 22.23 38.43 80.00 30.00 6.00 |
| c. | TRAVEL | D. DONATIONS |
| | \$ 15.00 69.77 17.00 95.63 31.95 7.25 21.00 5.25 2.25 18.20 50.10 12.00 10.91 | \$ 25.00 50.00 60.00 144.00 75.00 115.00 100.00 145.00 |
| E. | \$ 356.31 DUES | F. MISCELLANEOUS |
| | \$91.00 | \$150.00 12.14 69.50 36.63 50.00 |





wwe/10/27/83

GREENVILLE HOTEL ASSOCIATES, LIMITED LIMITED PARTNERSHIP AGREEMENT

THIS LIMITED PARTNERSHIP AGREEMENT, made and entered into this body of Natural, 1983, between Gary L. Price,

Thomas Vernier, Harry K. Weisiger, Bruce Mahon, and Robert

D. Nabholz, sometimes hereinafter referred to collectively as
"General Partners", and James E. Jones, Jr., Bill Boner and Douglas

C. Lance, sometimes hereinafter referred to collectively as the
"Limited Partners", establishes Greenville Hotel Associates, Limited, a Tennessee limited Partnership.

I. GENERAL

- 1.1 <u>Pormation</u>. The parties hereto desire to form a limited partnership, sometimes hereinafter referred to as the "Partnership" under the Uniform Limited Partnership Act, as enacted in the State of Tennessee, for the purpose of purchasing and developing real property and constructing and operating a hotel in Greenville, South Carolina. Simultaneously with the execution of this Limited Partnership Agreement, sometimes hereinafter referred to as the "Agreement", the parties shall execute a Limited Partnership Certificate which will be filed forthwith in the appropriate public office pursuant to the Uniform Limited Partnership Act as enacted in the State of Tennessee, which filing shall complete the formation of the Partnership. Whenever used herein, the term "Partners" shall include all the general and limited partners unless otherwise expressly designated.
- 1.2 Name. The name of the Partnership shall be Greenville Hotel Associates, Limited.
- 1.3 Office. The principal office and place of business of the Partnership shall be Suite 404, 50 Music Square West, Nashville, Tennessee, or such other location as may be determined by the General Partners, upon notice to the Limited Partners.

1.4 Term. The Partnership shall terminate on July 1, 2030, unless terminated sooner pursuant to this Agreement.

II. POWERS

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- 2.1 <u>Authorized Powers</u>. The Partnership is authorized to develop, construct, own and operate a hotel to be located in the City of Greenville, South Carolina, and in connection therewith:
- a. To acquire property for investment in the name of the Partnership or its designee until such time as, in the judgment of the General Partners, the purposes and objectives of the Partnership can best be served by disposing of such property;
- b. To lease, rent or otherwise use property during such time as it is held in the name of the Partnership or its designee in any manner consistent with the objectives of the Partnership;
- c. To borrow funds, execute and issue mortgages, notes and other evidences of indebtedness, and to secure the same by mortgage, deed of trust, pledge or other lien, for the purpose of securing the purchase price of the properties developed;
- d. To enter into a franchise agreement with the Radisson Hotel chain.
- e. To enter into, perform, and carry out contracts, incur and discharge obligations, and engage in other activities which may be necessary and proper for the protection and benefit of the Partnership and the accomplishment of its purposes and objectives.
- f. To purchase the land on which the hotel is to be developed from M.A.D.A., Inc. for a price of One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) in cash, subject to the usual and customary closing adjustments.

g. To do any other acts which may be necessary or appropriate for the accomplishment of the purposes and objectives of the Partnership.

III. CAPITAL CONTRIBUTIONS AND ACCOUNTS.

- 3.1 <u>Initial</u>. The Partners shall make the initial contributions to the capital of the Partnership provided in Exhibit A hereto.
- 3.2 Additional. The General Partners recognize that their initial contributions to the capital of the Partnership may not be sufficient to effectively carry out the goals and purposes of the Partnership and to pay all of the Partnership's debt. Consequently, the General Partners agree that they shall make additional contributions to the capital of the Partnership, if, as, and when requested by the Managing Partner.
- 3.3 Personal Liability. The General Partners shall have personal liability with respect to their respective liabilities and obligations to contribute to the capital of the Partnership. The General Partners' obligations to make additional contributions to the capital of the Partnership shall be pro rate and in accordance with their relative interests in the profits and losses of the Partnership. Such additional contributions to the capital of the Partnership shall be made in cash.
- 3.4 <u>Capital Account</u>. A capital account shall be established on the books of the Partnership for each Partner. Each such capital account shall be credited with the amount of the respective Partner's capital contributions as they are made and with such Partner's share of Partnership income, gains, and profits. Each Partner's capital account shall be debited with his respective share of losses and distributions.

a sworn verification and certificate of the General Partners, be filed for record and serve as a Certificate of Limited Partnership or for any other lawful purpose.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of the day and year first above written.

GENERAL PARTIERS:

Toy of line

Thomas H. Vernier

Harry W. Weisiger

Bruce Mahon

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大 一年本一日本語の人の大学の日本日本の

Robert D. Nabholz

LIMITED PARTNERS:

James B. Jones, Jr.

Bill Boner

ouglas C. Lance

EXHIBIT A

| Name | INITIAL CAPITAL CONTRIBUTION | INITIAL PROFIT/LOSS SHARING RATIO |
|---------------------|------------------------------|-----------------------------------|
| Gary L. Price | \$ 20.00 | 20% |
| Thomas Vernier | 20.00 | · 20% |
| Harry K. Weisiger | 10.00 | 10% |
| Bruce Mahon | 20.00 | 20% |
| Robert D. Nabholz | 10.00 | 10% |
| James E. Jones, Jr. | 5.00 | 5% |
| Bill Boner | 5.00 | 5% |
| Douglas C. Lance | 10.0 <u>0</u> | 10% |
| | \$ 100.00 | 100% |

Turn to PAGE

Boner out as hotel partner after bank balks at funding

From Page 1.

\$5 investment he was given a 5% in-Jo investmen ne was given a 5% in-terrest in what was going to be a luxury 257-room Radusson Hotel off Inter-state 385 in Greenville.

purchased the land and took out three loans totaling \$1.36 million to pay for it, including a \$750,000 loan from Third National Bank Boner, unlike the other partners, did not have to guarantee any part of those loans.

But the partnership ran into trouble and in the past few months has dropped the Radisson affiliation and is now seeking to build a Hilton botel. When Price presented the new proposal to bank officials, they said they would agree to further financing only

. If Boner was not involved. In addition, Price was attempting to bring in Belz Enterprises of Memphis, a nationally known hotel development company, as a 50-50 partner with Price's group, which contained tour of the original partners from the Radis-

n deal.
"Bank officials told Price that they were embarrassed by the publicity in-volving Boner," said one person involved in the deal. "They told him they would finance the venture only if

longer involved. Price has to guarantee in writing every year that is the

Those involved said Belz Enterprises agreed with Third National officials, and said Price was in the position of having to drop the congressman or lose the bank's financing and Belz's involvement. Price dropped Boner, and Belz Enterprises agreed to become the managing partner in the

Price called The Tennessean from New York last night to confirm that Boner was out of the deal and added that the congressman would lose his \$5 investment

**Sinvestment.

"Bill Boner is not getting any money from thus," be said. "There's not enough money to pay off the debt. If you ask — "Is Ball Boner going to lose his investment?" — the answer is categorically yes."

Asked If the congressman will receive any proceeds from estiling out.

receive any proceeds from getting out of the deal, Boner's press secretary, leff Eller, salt

Jeff Elier, said:
"The congressman is no longer involved in Greenville Hotal Associates.
That is the end of the statement."

for an interview on the subject, and at press conferences Boner refuses to answer any questions relating to his finuncial affairs.

Last September, Price said he gave Boner the 5% interest as a gift because the congressman "m to me. He is a good, personal friend."

At the time, the Nashville developer said that, while Boner had no per-sonal liability in the deal, there were some problems with the project and that if Bonet ever saw money out of the deal, it would not be for several years. Asked then about the status of the project, Price said

"It would be inappropriate for me to go into that. There are several intimate negotiations going on at the present time. Unfortunately, the project was ill-conceived at the time of its inception. By that I mean Radisson has had some very difficult problems with some of the franchisees, which has made financing next to impossible.

"To build that hotel today we're looking at \$19 million minimum, and we are still working on it. There is still a definite possibility that the hotel will be built, if the conditions obviously That is the end of the statement.—
The congressman has refused to answer any questions about the Greenville botel deal or his relationship botel could get built, but I think it cerwith Price. Eller has said Boner's scheen as been too full since July nership."

a been too full since July



DEC 1 6 1985

Senneth & Reynalds Propolent Phot CPLOR in 2020 414 Junes Roberton Parks av Nichala de lancare 57219 (nt 5) 738 deller

December 9, 1985

The Henorable William H. Boner United States House of Representatives Federal Building, U.S. Courthouse Nashville, Tennessee 37203

Personal and Confidential

Dear Congressman Boner:

I read yesterday the article written by James Pratt and Joel Kaplan, relative to your involvement in the proposed Hilton project in Greenville, South Carolina. Please be informed that officers of Third National Bank and Third National Mortgage Company are at a loss to explain the source of the information outlined within The Tonnessean dated December 8, 1985. At no time did I, who had been involved in 95% of the negotiations, or Jim Kyle, who was involved in 5% of the negotiations ever intimated in any way whatsoever the reluctance of Third National Bank to finance a project if you were involved.

To the best of my knowledge, the only Third National Bark officer who was contacted by The Tennessean was Gene Southwood. Mr. Southwood indicated that The Tennessean had asked if you were involved currently in the development in Greenville, for which he replied that his people had informed him that they had been informed by Gary Price some time ago that you were no longer involved. Mr. Southwood indicated this was the extent of his conversation with the reporter from The Jennessean.

Relative to the comment by "one person involved in the deal" which said, "Bank officials told Price that they were embarrassed by the publicity involving Boner," I have only this comment. Gary Price did not disclose to me until publicity hit that you were involved with Gary Price on another real estate transaction and you were also involved in the Greenville Hotel Associates partnership. The only thing that was said at that time to Gary Price is that, "It is embarrassing when we don't know who our borrowers are and the people involved in a transaction and do not let it happen again." We want to have full disclosure of all parties involved in any of our loans. At no time was it ever intimated that we did not want you involved in this transaction or any other transaction, where Third National was involved. Relative to the article stating that Third National Bank would finance the venture if Price could guarantee that you were no longer involved is totally false. The commitment language relative to this area of concern, taken from our commitment says, "As a pre-condition to the extension of the loan, the borrower must make a full disclosure to lender of all persons having an ownership interest, direct, beneficial, or otherwise, the borrower, showing the amount of ownership interest therein, together with an annual affidavit regarding any changes thereto....Additionally, at the

Congressmen W. M. Boner December 9, 1985 page two

closing and updated annually, the borrower shall certify to the lender the persons, other than the Belz Group, who own an interest in borrower and the amount of the ownership interest therein." As you can see from this language, we were only looking to have a disclosure as to the general and limited partners involved in this transaction.

I hope this will clarify for you any involvement that officers or employees of Third National had relative to the article in The Tennessean. I am trying to find out the source of this information; however, I can pretty well assure you it was not from an employee of Third National.

With my best wishes.

Very tryfly yours, Reynolds, CMB

KER.mja

AGREEMENT OF LIMITED PARTNERSHIP OF RICHMOND HOTEL DEVELOPERS UNLIMITED

THIS AGREEMENT, entered into this 5 day of October, 1984, by and between GARY L. PRICE, JAMES A. WEBB, III, DOUGLAS C.
LANCE, JR., PAUL H. HOLMES. J. STUART SARGENT and ROBERT D.
NABHOLE, hereinafter collectively referred to as the "General Partners," and GENE R. GUNN and WILLIAM BONER, hereinafter referred to as the "Limited Partners" (all of whom may sometimes be collectively referred to as the "Partners");

WITNESSETH:

WHEREAS, it is contemplated that the Partnership, as hereinafter defined, will be conveyed certain parcels of real estate and will be assigned certain other contractual rights pursuant to an agreement under the terms of which the Partnership will acquire title to certain additional lands (hereinafter referred to in the aggregate as the "Property"); such Property being more particularly described in the attached Schedule "A"; and

WHEREAS, the parties are desirous of acquiring and holding title to the Property and maintaining, planning, developing, improving, operating, leasing and perhaps selling portions or all of said Property upon beneficial terms and conditions; and

WHEREAS, the parties wish to provide for the acquisition, development, improvement, operation and management of the Property, the division of profits and losses from the operation and sale thereof, and other related matters.

NOW, THEREFORE, the parties do, in consideration of the mutual covenants and undertakings herein contained, hereby form a

Limited Partnership, pursuant to the provisions of the Virginia Limited Partnership Act, as amended, subject to the following terms and conditions:

- 1. CREATION OF PARTNERSHIP. The General Partners and the Limited Partners have entered into a limited partnership (the "Partnership") for the purposes set forth in this Agreement. The Partnership shall be governed by the Virginia Limited Partnership Act, as amended. The Partnership shall be conducted under the name of RICHMOND HOTEL DEVELOPERS UNLIMITED.
- 2. CHARACTER OF THE BUSINESS. The character of the business to be conducted by the Partnership is to acquire, plan, develop, construct, hold, improve, maintain, operate, manage, lease and dispose of the Property and to engage in any and all general business activities incidental thereto as may be permitted by law.
- 3. LOCATION OF PRINCIPAL PLACE OF BUSINESS. The principal place of business of the Partnership shall be located at 50 Music Square West, Suite 404, Nashville, Tennessee 37203.
- 4. NAME AND PLACE OF RESIDENCE OF EACH PARTNER. The names and addresses of the General and Limited Partners are set out in the attached Schedule "B", which by this reference is expressly incorporated herein. The initial Managing General Partner shall be GARY L. PRICE. A majority in interest of the General Partners may remove the Managing General Partner upon thirty (30) days notice.
- 5. TERM OF PARTNERSHIP. The Partnership is to exist from the date this document is fully executed until December 31, 2004, unless sooner terminated in accordance with this Agreement.
- 6. CERTIFICATE OF LIMITED PARTNERSHIP, ETC. The parties hereto will execute a Certificate of Limited Partnership which shall be duly recorded in accordance with Section 50-45 of the Code of Virginia of 1950, as amended. In addition, the General

Partners shall file such fictitious name statements as may be required by law.

- 7. CAPITAL CONTRIBUTIONS. The capital account of the Partnership shall consist of the Partners' capital contributions, and each Partner shall own such amount of the total capital of the Partnership as is in direct proportion to the percent that his capital contribution bears to the total amount of capital contributions made by the Partners.
- (a) The Partners shall initially contribute to the capital of the Partnership the sums set out in the attached Schedule B.
- (b) An individual capital account shall be maintained for each Partner. The capital account of a Partner as of any date is hereby defined to mean (i) the amount of any cash contributed to the capital account of the Partnership plus the value of any property contributed to the capital account, (ii) increased by such Partners' distributive share of profits of the Partnership, and (iii) reduced by such Partner's distributive share of losses of the Partnership and any distributions by the Partnership to the Partners.
- (c) The General Partners shall each contribute to the capital account of the Partnership such additional sums of money as shall from time to time be determined by a majority in interest of the General Partners to be necessary to meet operating expenses, interest, taxes, costs of repairs, or other obligations of the Partnership; provided, however, that all such contributions shall be made concurrently and in the same proportion as the General Part: r's share of profits and losses set forth herein.

 Notice of the need for such capital shall be given by the Managing General Partners to each of the Partners.
- (d) In the event any General Partner fails to contribute his additional share of the capital determined by a

majority in interest of the General Partners to be necessary within thirty (30) days after the giving of notice as aforesaid, then (i) such defaulting General Partner shall be permitted upon his written request to the non-defaulting General Partners, to borrow such required sum of money from one or more of them and immediately thereafter pay such sum of money into the Partnership as his share of the additionally required capital, provided that such loan of money to the defaulting Partner shall not be made for a term in excess of six (6) months and shall be borrowed at an annual interest rate of two (2) points above the prime lending rate as published by United Virginia Bank; or (ii) not receiving any written request from a defaulting General Partner, any non-defaulting General Partner may give written notice of such default to all of the other General Partners, and each such other General Partner who is not in default shall have the right, pro rata with the other such non-defaulting General Partner or Partners, to purchase the defaulting General Partner's interest in the Partnership at a price equal to the amount of such defaulting General Partner's capital account. Any General Partner electing to purchase a defaulting General Partner's share shall give written notice of such election within ten (10) days after receipt of notice of such default, as hereinabove provided for, and settlement shall be held within thirty (30) days after the giving of notice of such election, with payment to be made in cash at settlement.

(e) Losses in Excess of Capital Contribution. Nothing herein shall require a Limited Partner to bear actual cash losses of the Partnership in excess of his capital contribution to the Partnership. Further, nothing herein shall prevent allocation of losses in excess of actual investment herein, so long as the same is permissable under applicable provisions of the Internal Revenue Code of 1954, as amended (the "Internal Revenue Code").

However, death or incompetency of all of the General Partners will terminate the Partnership.

XIV. A Limited Partner shall have no right to demand or receive property other than cash in return for his contribution.

The names of the General Partners and the Limited

Partners are signed hereto and each swear that the foregoing

Certificate is true and correct to their best knowledge and

belief

| Certificate is true an | d correct to their best knowledge and |
|------------------------|---|
| belief. |) |
| DATED: October /54, 1 | 984. GENERAL PARTNERS: |
| | STATE (SEAL) |
| | Gary'II Price James A. Webb, III (SEAL) |
| | Douglas C. Lance, Jr. (SEAL) |
| | Paul A. Holmes (SEAL) |
| | J. Stuart Sargent (SEAL) |
| | Robert D. Nabholz (SEAL) |
| | LIMITED PARTNERS: Gene R. Gunn (SEAL) |
| | William Boner (SEAL) |

SCHEDULE B

| NAME and ADDRESS | CAPITAL CONTRIBUTION |
|---|----------------------|
| General Partners | |
| Gary L. Price 122 Prospect Hill Nashville, Tennessee 37205 | \$ 250 . |
| James A. Webb, III 117 Westover Drive Nashville, Tennessee 37205 | 150 |
| Douglas C. Lance, Jr. 3807 Hilldale Road Nashville, Tennessee 37215 | 100 |
| Paul H. Holmes Route 5 Hattiesburg, Mississippi 39401 | 150 |
| J. Stuart Sargent 16901 Davenport Court Dallas, Texas 75248 | 150 |
| Robert D. Nabholz 55 Brookfield Conway, Arkansas 72032 | 100 |
| Limited Partners | |
| Gene R. Gunn 9655 Lamont Drive Dallas, Texas 75216 | 50 |
| William Boner 714 Russell Nashville, Tennessee 37206 | 50 |

Music City Media 🔘 38 pages 🖂 4 sections D First edition



amne jumps for joy as Defense at min. Readquarters today.

Boner sells his Shoney's, hopes to calm furor

Topyhight 1988, Mashidhe S By M. ke Pigett Banner Senior Pallical Editor

U.S. Rep. Bill Boner has sold his controversial Shoney's motel-restaurant properties in Virginia, saying he wanted to put an end to adverse publicity and avoid a conflict of interest.

files of interest.

Meanwhile, he denied a published report that he was ready to release his income far returns, saying. "I intend to address my taxes and personal finances at a later date. But I am not ready to do that yet."

The congressmen said he has "given back" the limited parinarhip he hought in a Richmond Shoney's property for \$50.

He said he has sold a Shoney's property in Menassas for the \$55,058 he had remaining on his note. The criginal loan was for

note. The criginal loan was for \$862,000.

The two transactions sever all of his financial ties to the Nash-ville-hased corporation, he said.

Boner acknowledged receiving up to \$20,000 in tax advantages from his ownership in the \$3 million Richmond investment and said he also received forms the Manassas project. He said he couldn't say off-hand how much the latter tax deduction totaled.

Boner, a friend of Stoney's executives and a top recipient of campaign contributions from the firm's political action committee, has had his ownership in the properties called into question during

erties called into question during

the past year. Boner contends that his ownership in the properties was stan-



Bill Soner Still not releasing taxes

dard real estate investment practice. He said he didn't even know when he entered the Richmond project that it would eventually be connected with a company in his hometown.

Please see BONER, page A-2 ; Light

BULLETIN

Columbia - Police Chief Ed Holton was reduced to the rank of assistant chief to me rank of assistant color today by the Columbia City Council. Assistant Police Chief Pat Troops was also demoted to surgeant. See carlier story, C-4.

| 228 |
|-----|
| |
| |

N WS FROM

Congressman

明治 しきいか

Bill Boner

To: Juga

from: B.M.

(final Elitin)

07 Cannon House Office Building . Washington, D.C. 20515 + 202/225-4311

FOR IMMEDIATE RELEASE

Contact: Jeff Eller 515-736-5295 (Hashville) 202-225-4311 (Hashington) 703-893-5193 (Home)

(Nashville) -- Congressman Bill Boner today announced that he is selling his property in Manassas. Virginia where a Shoney's restaurant is located, as well as his interest in a Richmond Virginia hotel development where a Shoney's Inn is located.

"For the past thirteen years I have devoted my life to public service. My primary interest and responsibility is to represent the people of the Fifth Congressional District. Tike any other husband and father, I am also interested in my family's financial security. However, under no circumstances, do I want even the appearance that the two are in conflict. That is why I am taking these steps inday. Over the past few months there have been questions raised about whether or not I have enhanced my personal financial situation through the office I hold. I have not. However, in order to remove any doubt that I have used my office for personal gain, I am divesting myself of these projects."

'In 1983, I made an investment in a piece of property in Hanassas, VA with Mitch Boyd, an old friend of mine who owns several restaurants including a Shoney's franchise. It was recently announced that Mitch Boyd will become vice Chairman and Chief Executive Officer of Shoney's Inc. and that his company SHOCAP, INC. is being acquired by Shoney's Inc. Since Shoney's would have a direct interest in this property, in order to remove the appearance of any impropriety. I have decided to sell the property for what . owe to the Franchisee." Ungrassman Boner said.

"The original cost of the property was \$549.796.37. I am selling the property for \$535.048.70 which is the amount of the remaining indebtedness, plus any tax liability owed."

"I was also a limited partner in a Richmond hotel development and I have given my interest in that investment to the developer."

"Seven years ago, I committed myself to serving the people of the Fifth District in Congress. That is still my number one objective. By taking these steps today, I am reaffirming that commitment to the public."

CS:54.86 11.55 P.01 +C6. B.

וושששורי ובה בנחוי סום כשל נלנה

1-27-866

Rc: RR45

Condo in Desiin, Florida JETTY CAST

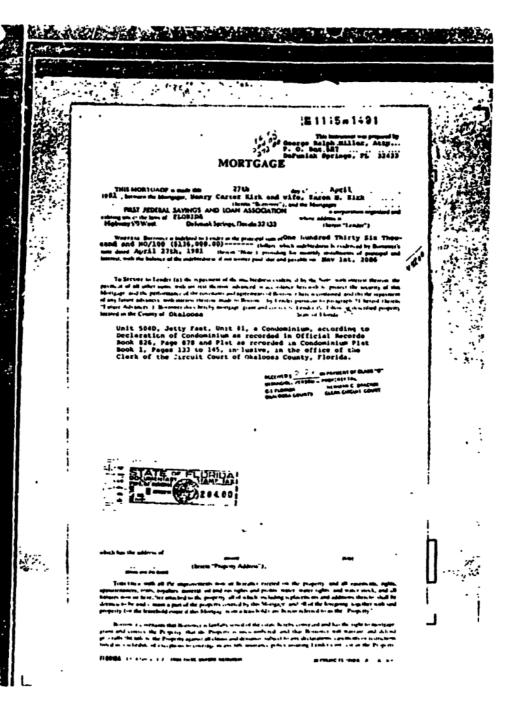
Ì

Purchased: Oct. 23, 1981

Purchase Price: \$167,000.00

Price Including Closing Cost : \$172,560.23

Downpayment: \$53,838.70 (each of the 3 partnuts paid 1/5 for \$53,838.70)



MICHIPITON DEPONIT OFFER TO PURCHASE CONTRACTION SALE LORI WALTON BEACH BOARD OF REALTORS



| | RECEIPT is hereby acknowledged by_ | Inceman Res | DATE F/28/8 |
|----|--|--|--|
| | A Registered Real Estate Broker, hereinafter | | n or one shousand. |
| | Bill Boner | s_/000 ~ |) check (Ceash other from |
| | hereinafter called Buyer, as an earnest mone | y deposit on account of of | fer to purchase the property of |
| | H.C. Kirk | | |
| | hereinafter called Seller, said property situa | sted in the County of | Logia, State of Florida. Address and |
| | Logal Description: Setty East | Condo Unit 5 | 04 A and 504-B |
| | 500 Hulfshere Drive | e, Wester, H | a |
| | Purchase Price # /67.000 | s 1401.000 | "Deferred Payments Buyer to excurse first |
| | Plus Estimated closing costs and prepayments (Not including prepaid interest) | . \$ 1,000 | markage of apraximately |
| | Total Transaction Price | · /62,000 | 136,000 Courty of 57,590 |
| | Less (FHA VA Conv) Mortgage to be applied for | \$ | ple paid on cloting, |
| ı | Less Approximate mortgage to be assumed | s/36,000 | |
| | Less Deferred payments to seller** | 34-000 | |
| | Total Cash Requirement | 1000 | |
| | Less Cash hereinabove receipted | | Est. Monthly Payment |
| 1. | Balance due on closing | \$5000 F | \$ 1,959.DD |
| • | - At Such Time as this transaction is classed, cortain cost Home ordinarily found in a transaction. Checked are | turns may be required in the form | of closing casts. Listed below are the major closing writions to the contract which you are about to sign. |
| | | | |
| | To Be Pold To Be Pold By Seller By Buyer | To Be Pold To | Be Pold To Be Pold To Be Pold Buyer By Seller By Buyer |
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| , | months from the date of this contract, weaklyr permitting, and in the event said dwelling is not completed within the time above specified, the Soline or the REALTOR shall, at the action of this Suyer, refund to this Buyer the aforementance connect manay deposit and this contract that therewere be noted and void and or no further force and orbited. The contract arto includes costs of construction loop incompanies, that there were a set and void and or no further force and orbited. The contract protect provide costs of construction continues. The Soline appears to pay any special assessments for improvement bends on the real property herein described including those payable in the future, for improvements included in the send and specification, commanded or competed at the time of final clother such as stream, curve, putters and severit that are equally included in sale plane and specifications, and all least for special | |
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| 14. | or their representatives. Both the Buyer and Saller acknowledge that any statement, and or written, as to the amount of square feet in the | |
| 15 | nouse is an estimate only and is not a meterial representation on which this contract is based. Making Time of Essence and Mothes. Time may be made the essence of this contract by notice in writing, stipulating a reasonable time for | |
| | further performance. Any notice necessary under this opvenment may be sent by mail to the jest known address of the party to be netitied. This transaction shall be closed on or before Reasonable Trans at All College Press. | |
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| | accepted and agreed is, in writing, by the Buyer, or Seller may deciare this agreement mult and volid and all monies deposited will be refunded. In the event the Buyer refuses to eccept cald property in its present condition with the sur-hase price reduced by the attimated costs to be incurred, then the Buyer shall be notify the Breeme and Selder, in writing, within | |
| 127. | Typowrition or Macdonistan Provisions inverted in this form shall supercoon any and all printed provisions in conflict increasing special provisions. So said pure shall include all furnishings as is subject to # 11 abone. (a) Said pure shall include all furnishings as is subject to # 11 abone. (b) Dry exceptions to be quien in writing and attached to Contract. | |
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| | THIS INSTRUMENT shall become effective as a contract when signed by Agent, Buyer and Seller. If not executed by all | |
| parti | rties on or before Nagas AuG. 31,1781 any moneys deposited shall be refunded and the proposed transaction | |
| | all terminate | |
| Ву_ | y Freeman Really Broker or Agent. By Ball Koll | • |
| W.T. | BUYER I (we) have read this contract prior to signing it | |
| | (SEAL) | |
| | I, or we, agree to sell the above mentioned property to the above named Buyer or his nominee on the terms and conditions | |
| state | sted in the above instrument and by the signature attached on the | 1 |
| and i | d approval of the proposed sale Seller acknowledges the employment of the Realter So a character of the and | Me |
| | refs to pay the Realtor a professional fee for services rendered, in accordance with the listing and/or separate agreement | |
| *1 | TYPACLE , O . SELLER. I (we) have read, Ods-contract prior to signing it | |
| ,-2 | (SEAL) | |
| ••• | Paul Wolshy (SEAL) | |

BUYER'S CLOSING STATEMENT

| Buyer: | WILLIAM HILL BONER, JOSEPH HAROLD SHANKLE, and RONALD PRESTON BOYLE | | |
|---|---|--------------------------------|--------------|
| Seller: | HENRY CARTER KIRK and KAREN M. KIRK, husband and wife | | |
| Property: | Apart. No. 504-D JETTY EAST, Unit 1, Okaloosa County, FL | | |
| Date: | October 23, 1981 | | |
| 81-1986 | | Debit | Credit |
| Purchase Pric | CO | \$167,000.00 | |
| | l Sav & Loan - Defuniak Springs Balance Assumed | | \$135,827.17 |
| Earnest Money | / Deposit | | 1,000.00 |
| Pro-ration 19 295 days @ 1 | | | 563.45 |
| Pro-ration As 295 days @ . | ssessment Fee .21/day | | 61.95 |
| Pro-ration Ma 9 days @ 3.2 | nintenance Fees 23/day | 29.07 | |
| Pro-ration Oc 22 days @ 5 | ctober Interest 7.68 | | 1,268.96 |
| First Federal Mortgage Tra November Mos Credit Repor | ment Improvement Assoc: Transfer Fee L Savings and Loan: unsfer Fee ttgage Payment tt | 2,716.54 1,901.12 116.50 | |
| | count Deposit | 1.00 | |
| Total Debits | and Credits | \$172,560.23 | |
| Balance due i | from BUYER | | 33,838.70 |
| GRAND TOTALS | | \$172,560.23 | \$172,560.23 |

We do hereby certify the above to be a true and correct accounting of all funds involved in the above transaction.

SECURITY TITLE AND ABSTRACT

By: Closing Officer

The correctness of the above statement and receipt of copy of same is hereby acknowledged.

Joseph Harold Shankle

onald Preston Boyle

RE: Apartment 504-D of JETTY EAST, UNIT I, a Condominium according to the Declaration of Condominium thereof, recorded in Official Records Book 826, Page 878, of the Public Records of Okaloosa County, Florida, on the 19th day of December, A.D., 1975, together with all of its appurtenances according to said Declaration. Together with Mortgagor's leasehold estate in the above described apartment, the term of which leasehold estate extends until September 1, 2060, including all rights to renew or extend the said leasehold estate insofar as it pertains to the aforementioned apartment, the terms of said leasehold being more particularly described in Paragraph I-B of the Declaration of Condominium cited above.

STC FILE #: 81-1986

Please be advised that at this time we are unable to determine the 1981 Real Property Taxes. We have prorated the taxes for the closing of the described property sale based on the 1980 Real Property Taxes which were paid in the amount of \$698.24.

Upon receipt of the 1981 tax bill by the buyer, it is understood and agreed that if these taxes are in excess of the above amount, the seller shall reimburse the buyer his prorated share from January 1, 1981 to October 23, 1981; if they are less, buyer shall reimburse seller.

Ft (1) 4

Henry Cacter Kirk

1 1

Karen M. Kirk

Date: October 22 , 1981

BUYER:

William Hill Boner

Ronald Preston Boyle

Date: October 3.3 , 1981

ADDRESS: 614 Russell St.

DATE OF PURCHASE: 11-23-81

AMT. OF PURCHASE: \$21,000

PURCHASED FROM: Rollie L. Woodall, Guardian (Bill Colson Realty)

PURCHASE AGREEMENT: \$21,000 paid by Harold Shankle

AMT. SOLD FOR: \$42,000 SOLD TO: Jim Stansell (Jim Stevens Realty) Date Sold: 3-19-83

FINANCIAL AGREEMENT OF SALE: \$10,647.20cash to sellers
Sellers to carry note for \$31,500 to be paid quarterly in the amt. of \$2,448.69 10 3/4 \$ per annum for 4 yrs.

IMPROVEMENTS:

.Making upstairs into Apt. & remolding the house \$17,500.00 and \$6,277.37

B & S Enterprises

1413 Stratton ADDRESS:

DATE OF PURCHASE: 11-28-81

AMT. OF PURCHASE: \$30,000

PURCHASED FROM: Frances Lindler (Frank Roberts Realty)
S.E. Stafford, Jr., Conservator of Frances Lindler

PURCHASE AGREEMERT:
Borrowed \$30,000 from United American Bank

SOLD 10: Manuel Alvelo

DATE SOLD : 4-22-83 FINANCIAL AGREEMENT OF SALE: Sold By Jhm Stevens Realty Cash to

Seller \$9,830.53
Seller carries loan of \$54,000 at 103/4\$
to repay Quarterly \$4,983.75 for 12 installments Final payment 4-85 IMPROVEMENTS: Mr. Avelo sold property 5-15-84 Paid us \$39,507.34

Additional Apt. & Remolding \$16,973.00 & \$1,897.94

ADDRESS: 2115 Early Ave.

DATE OF PURCHASE: 3-5-82

AMT. OF PURCHASE: \$37,500

PURCHASED FROM: Larry Stovall (Bill Dorris Realty)

PURCHASE AGREEHENT: \$5,331.13 cash to Seller & seller carries
Date Sold: 12-21-84 Mortgage
AMT. SOLD FOR: \$36,100
SOLD TO: James R. Watts (Jim Stevens Realty)

(Jim Stevens Realty)

FINANCIAL AGREEMENT OF SALE: \$30,796.56 cash paid to seller Seller pays off larry Stovall

IMPROVEMENTS:

B & S Enterprises

ADDRESS: 2034 Greenwood

DATE OF PURCHASE: 3-24-82

AMT. OF PURCHASE: \$23,500

PURCHASED FROM: J. Trawick Green (Jim Stevens Realty)

PURCHASE AGREEMENT: \$2 Date Sold: 7-16-83 AMT. SOLD FOR: \$38,600 SOLD TO: Bud Calvin \$23,567.60 Cash to Seller

(Jim Stevens Realty)

FINANCIAL AGREEMENT OF SALE: \$4,030.52 Cash paid to Seller & seller carries loan of \$28,950 to repay quarterly at 11 1/2\$ per annum

11-9-85 Bud Calvin paid off his loan with B & S Enterprises in the Amt. of \$27,211.74--B & S paid that amt. to 1st American IMPROVEMENTS:

Made upstairs Apt. & Remolded downstairs \$19,500

ADDRESS: 943 Russell St.

DATE OF PURCHASE: 7-2-82

AMT. OF PURCHASE: \$85,000

PURCHASED FROM: Mr. Lee Long (owner)

PURCHASE AGREEMENT: \$5,000 down, assumed \$15,000 loan, & owner carried Note of \$65,000

AMT. SOLD FOR: \$92,500

SOLD TO: David Rawlings & Greer Tidwell of Hunter Properties

DATE SOLD: 6-24-83

FINANCIAL AGREEMENT OF SALE: Sold by Jim Stevens Realty

Cash to seller \$13,551.10 & buyer to assume loan with Lee Long

IMPROVEMENTS: Estimates

\$12,877.76 for Remolding

Misc. Information

\$7,205.31 for Construcion & Labor on B & S Enterprises Properties

\$12,000 Loan with 1st American (unsecured by a property)

Loan with United Southern Bank \$155,000

(Amt. paid to FDIC \$ 38,480.98 is part of the \$155,900)

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BILL COLSON

AUCTION & REALTY CO., INC.
REAL ESTATE • STOCK LIQUIDATIONS • FARM MACHINERY • ANTIQUES
"Most Money in The Shortest Time"

2012 BEECH AVE. • NASHVILLE, TN. 37204 • PHONE 292-6618



Nov. 23, 1981

Received of Harold Shankle, check to Davidson County Court in the amount of \$12,860.00 in payment of balance of purchase price of house and lot at 616 Russell Street.

If the Davidson County Probate Court should fail to approve the sale of this property the total purchase price (\$21,000.) is to be returned to the purchaser.

Glen E. Kelley

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MASTER NOTE REQUEST FOR DRAW

Draw Amount \$ 21,50.74

United American Bank 200 Fourth Avenue, North Nashville, Tennessee 37219

| Gentlemen: | |
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| the undersigned (as Maker a | and/or Guarantor(s) of the Note) hereby apply(s) for a |
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REQUESTION TO THE CO. THE
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Recreation Vehicle Industry Association

January 28, 1986

Honorable Bill Boner U.S. House of Representatives Washington, D.C. 20515

Dear Bill:

In the last several months, I have been asked several times about the details of the occasion in 1963 when you used one of the motor homes SMIA had available for use. I thought it might be helpful if I put in writing some of the information we remember and what is reflected in our records.

On a number of occasions in 1961, 1962, and 1963, I asked you to try to arrange time to take a trip in an RV as our guest, so that you could have a better understanding of what the RV lifestyle is all about. This was especially important to us because of your leadership role in connection with the Rouse of Representatives Caucus on Travel and Tourism. We feel that RVing is no longer a hobby, but is a very significant part of travel and tourism and should be recognized as such. In fact, there are over 8 million RVs privately owned in the U.S.

As a result of these invitations, you did contact us to use one of our RVs. It was our understanding that you wanted to use a motor home for four days, July 23, 24, 30, and 31, 1983. In order to accommodate our schedules, you picked the unit up on July 22 and returned it August 1, 1983. We understood that you were only going to be using the vehicle on the four days mentioned above, but it was not convenient for us to have the unit returned between July 24 and 30, since it was not scheduled for use.

You did ask us what the value of the use of this RV was and I have told you that I believe \$40 per day is a reasonable value. The vehicle you used was what we refer to as a "Type C" or a "Nini-motorhome." It was a Coachman RV built on a Ford chassis.

If you need any further information, please let me know.

Sincerely,

Musica J. Bumphreys President

1

I. Contact with Aerospace Lobbysets

- A. To develop possible high level contacts within aerospace companies $\mathcal{L}_{(C,C,C)}$
- To develop more definitive knowledge of their programs and future programs.
- C. Assist in resolution of problems.
- D. Generally get our name known in industry.

11. Contact with D.O.D.

- A. Public relations.
- B. Broaden our ability to secure negotiated contracts.
- C. Problem solving.

III. Contact with Department of Commerce

- A. Need to develop source of foreign users of our material.
- B. Source of foreign suppliers.

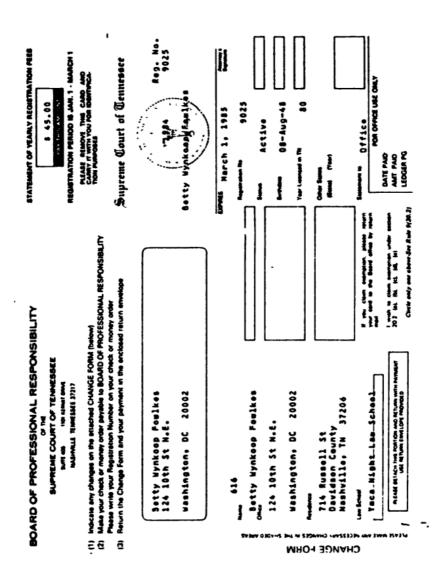
IV. Congressional Contact

- A. Keep us informed of pending and enacted legislation affecting A.S.M.
- B. Seek assistance when needed.

V. Maintain Contact with National Small Business Association

- / A. Keep us posted on projects of concern to us.
 - B. Get A.S.M. involved in national association
 - C. Possibly get us involved personally
 - D. Generally get us exposure.

VI. Special Projects





Betty Fowlkes Boner Legal Counsel (202) 544-4399

American Specialty Metals, Inc.

210 7th St., S.E., Suite #C44 Washington, DC 20003



Post office Box Key-

INTEROFFICE MEMORANDUM

TO: J. W. Wellham

FROM: - R. L. Koop

DATE: September 10, 1981

SUBJECT: Rockwell International - B-1 Progress

Things look very positive at Rockwell and it looks like a "go" decision from Washington is forthcoming anyday. There is a lot of proposal work on the first ten ships presently being sent out. The appropriate buyers have been contacted and I indicated we would really like to bid on any titanium, steel or aluminum packages presently being sent out.

As you are aware, there is a great deal of 2219, 13-8, titanium as well as several other metal products used on these planes. For your information, the following are the major sub-contractors who will participate in this program. It would be to inscrican Specialty Metal's benefit to contact these companies.

Rockvell Int'l. - Columbus, Ohio General Electric - Engines

Yought - Dellas, Fexas 4
Rockwell Int'l, - Tules, Oklahoma (Secondary Systems),
Avoc - Habbville, TH (Wings) - I'm sure you are aware of this 2
*Xleveland Prometic - (Landing Gear)

Rockwell International in El Segundo will be responsible for the forward and intermediate fuselage. I will definitely make sure we get the exposure here which is needed.

If I find out any additional information, I will advise you accordingly.

Poll

3 8 12

Bett':

Attached is the list of companies which you requested this morning. If you need additional information, please call.

Joy

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AVCO Corp., Aerostructures Dav. P. C. Rox 210 Nairville, TN 37202

Boeing Aerospace Co. P. O. Box 3999 Seattle, WA 98124

Boeing Vertol Co. P. O. Box 16857 Philadelphia, PA 19142

Boeing Wichita 3810 South Oliver Wichita, KN 67210

Fairchild-Burns Co. 1455 Fairchild Rd. Winston-Salem, NC 27106

FMC Corporation 4800 East River Road Minneapolis, MN 55421

Ford Aerospace 3939 Fabian Way Palo Alto, CA 94303

Gen. Dynamics - Convair Div. P. O. Box 80818 Sam Diego, CA 92138

General Dynamics P. O. Box 2507 Pomona, CA 91766

Gulfstream American Corp. P. O. Box 2206 Savannah, GA 31402

Hughes Aircraft Co. P. O. Box 11337 Tucson, AZ 85734

Hughes H'Copter, Bldg. 15 Centinela & Teale Sts. Culver City, CA 90230

Hughes Aircraft Co. P. O. Box 92049 Los Angeles, CA 90009 Lockheed-California Co. P. O. Box 581, Dept. 55-50 Burbank, CA 91520

Lockheed-Georgia Co. Box 102137-68 ANNEX Atlanta, GA 30368

Lockheed Aircraft Co. P. O. Box 33 Ontario, CA 91761

Lockheed Missile & Space P. O. Box 504 Sunnyvale, CA 94086

Martin-Marietta Aerospace P. O. Box 31/Accounting Denver, CO 80201

McDonnell-Douglas , P. O. Box 2731 Long Beach, CA 90843

McDonnell Douglas Corp. 5301 Bolsa Avenue Huntington Beach, CA 92647

Nurdock Machine P. O. Box 2278 Irving, TX 75061

Northrop Corporation 3901 W. Broadway Hawthorne, CA 90250

Parker-Hannifin Co. P. O. Box 4288 Huntsville, AL 35802

Rockwell International 12214 Lakewood Blvd. Downey, CA 90241

Rohr Industries P. O. Box 878 Chula Vista, CA 92012

Rockwell International P. O. Box 92098 Los Angeles, CA 90009 Fage 2

Teledyne Ryan Aero. 2701 Harbor Drive San Diego, CA 92138

Teledyne Lewisburg P. O. Box 326 Lewisburg, TN 37091

Uni-Dynamics 472 Paul Avenue Ferguson, MO 63135

Westinghouse Hendy Avenue Sunnyvale, CA 94088

LANGFORD, SWITZER & ILIG

ATTORNEYS AT LA 1100 HILLSBORD ROAD

SUITE + NASHVILLE, TENNESSEE 17212

TELEPHONE

August 26, 1983

Mr. Bob Brown American Specialty Metals 11 Main Street Nashville, TN 37213

> RE: Government Relations Retainer Account of Langford. Switzer & King with American Specialty Metals

Dear Bob.

BURLET SE LANCFORD BENNETH M. SWITZER DAVID L. BING

GALY J MITCHELL DOVALD J SERRIN

Pursuant to our earlier discussion, we are providing American Specialty Metals with the billing for the above referenced account by the fifteenth (15th) of each month so that you may have the invoices properly processed and a check prepared for us by the first (lst) of the following month. As we also discussed and for clarification purposed, we have listed below the areas of interest we will focus upon for receipt of the retainer.

- Langford, Switzer and King will assign one attorney to be on call continuously to give advice and counsel to American Specialty Metals in all areas of governmental relations.
- Langford, Switzer and King will track federal legislation to determine impact, if any, upon American Specialty Metals.
- C langford, Switzer and King will monitor federal regulations and how any regulation changes may affect the metal industry and thus American Specialty Metals.

We will of course provide you monthly updates and reports as to the activities surrounding the above items. We will be more than happy to continue to work with you on specific matters as they arise.

Thank you again for giving us the opportunity to work with you as we are confident that our relationship will continue to be mutually beneficial. Should you have any additional questions or if I can assist you further, please do not hesitate to call.

Sincerely yours,

LANGFORD, SWITZER & KING

ROBERT M. LANGFORD

Mr. Bob Brown Page 2

P. S. I have enclosed for your review a brochure that we have received from Washington that may be helpful to you in your efforts to design an advertising piece of this nature.

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ST., THE STORE STEEL THE 1. THE J. MAROLD SHARLE COMPANY'S BID MAS THE CHEET, WHEN REQUESTED TO CONFIRM ITS BID, THE COMPANY REPOOTED A MEATREE. BY LETTER BATED APRIL 21, 1983, WITH SUPPORTING WE KNEETS, THE COURT OF LADIES BY BY ESTIMATOR FALLED TO INCLUDE THE COST OF ASSESTED REMOVAL (\$40,430) IN HIS BID FOR ITEM 1. THE BID FORM REQUIRED SHOWING THE COST OF THE ASSESTED REMOVAL AS A SEPERATE ITEM "FOR INF PHATIONAL PURPOSES ONLY" WHICH WAS DONE. SO THE AMOUNT OF THE ASSESTE: REMOVAL IS EVIDENT ON THE FACE OF THE BID. THE ESTIMATOR'S MORK PAPERS SHOW THAT HE FRAGED THE JAM SE THREE SEPERATE STEPS (1, 11 & 111). HIS CALCULATIONS ALSO EXCLUDE ASSESTED REMOVAL AND REPRESENT HIS COST FOR MORK THAT WAS TO BE

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BEST AVAILABLE COPY

Medical Center

1310-24th Avenue, South Nechville, TN 37203



Apr11 25, 1983

CA - 4 28-6 - 1-4 - 9-83

Assistant Deputy Administrator for Procurement and Supply (93) VA Central Office 810 Vermont Avenue, N. W. Washington, DC 20420

SUBJ: Alleged Mistake in Bid

In accordance with VAPR 8-2.406-3, we are forwarding documentation submitted by J. Harold Shankle Company as it relates to an alleged mistake in bid. The Contracting Officer has complied with the provisions of FPR 1-2.406-3. An administrative determination is requested.

LARRY E. DETERS

Enclosures: 7

Bidder's Evidence Dated April 21, 1983 Bid Dated April 15, 1983 IFB Dated January 28, 1983 Contents to Specification 626-024 Abstract of Bids Dated April 15, 1983 Contracting Officer's Memo Dated April 21, 1983 Contracting Officer's Stmt. Dated April 25, 1983



Memorandum

™ To File

Alleged Mistake in Bid

Dam. April 21, 1983

- I received a call from Ann Hysinger (Secretary, Director's Office) who stated that Mr. Shankle, J. Harold Shankle Company, and a representative from Bill Bonner's office had an appointment with Mr. Deters at 9:30 a.m. and wanted me to be available should there by questions relating to the construction project which Mr. Shankle had bid on.
- At 9:30 a.m., I was requested to report to the Director's Office. Mr. Shankle and two representatives from Congressman Bonner's office were meeting with Mr. Deters in regard to an alleged mistake in bid.
- 3. Mr. Deters asked Mr. Shankle to start from the first and explain why he was there.
- 4. Mr. Shankle stated that his estimator had not entered the asbestos price in the grand total for Bid Item No. 1. He stated even though Bid Item No. 1 stated that the asbestos removal price was to be included with the base bid, it was not included. He went on to say the asbestos removal price was only shown in the space provided which states "For informational purposes only."
- Mr. Shankle stated they had made a \$60,420 mistake. The \$60,420 should have been added to the base bid of \$1,049,552.
- 6. Mr. Shankle asked if there was anything that could be done to correct the error. He stated that Mrs. Cornelius of my office had requested a confirmation of his bid. I informed Mr. Shankle that if he had a mistake in his bid, there were provisions in our regulations for a review of his allegations and this review would have to be made in Washington.
- 7. We went to my office where I informed Hr. Shankle that he would have to support his allegations and Submit all pertinent evidence, i.e., worksheets and other data supporting the preparation of his bid.
- 8. Prior to leaving, Mr. Shankle stated he would get a letter to me either today or tommorrow in regard to his bid.

Hales Stone
RALPH L. TRANEL
Contracting Officer (90C)



Down April 25, 1983

Memorandum

To file

Statement of Contracting Officer, Alleged Mistake in Bid, Project No. 626-024

- 1. Expiration date of bid in question: May 15, 1983
- 2. On April 21, 1983, Mr. J. Harold Shankle, J. Harold Shankle Company, notified the Contracting Officer, Ralph L. Tramel, of an alleged mistake in his bid. Mr. Shankle stated that his estimator had not included the price for Asbestos Removal in the base bid. He stated after reading the statement of Bid Items that he realized Bid Item No. I should have included the price for Asbestos Removal. He went on to say that the price for Asbestos Removal has only shown in the space provided which states "For informational purposes only."
- 3. Mr. Shankle stated they had made an error of \$60,420. The \$60,420 should have been added to the base bid of \$1,049,552.
- 4. At approximately 4:00 p.m. on April 21, 1983, J. Harold Shankle Company handcarried a letter to my office. The letter alleged a mistake in bid. Attached to the letter was two quotes for Asbestos Removal, 5 ledger sheets indicating how bid price was arrived at and an unsigned copy of the bid form.
- 5. A review of the work sheets has been made. The area of concern, Asbestos Removal, falls within the 600 series of the Specifications which is HVAC work. The bidder has submitted a quote and as explained will amount to \$60,420. The third page of the bidder's work sheet for HVAC work reveals a price of \$220,125 and at some point in time a figure of \$285,125 was lined out. This figure represents a difference of \$65,000. It is possible the omission of \$60,420 could have happened in this area; however, the work sheets, as submitted, are not conclusive in this area.

RALPH L. TRAMEL Contracting Officer (900)

VA PORM 37



J.HAROLD SHANKLE CO., INC. GENERAL CONTRACTOR

April 21, 1983

Mr. Ralph Trammel V A Medical Center 1310 24th Avenue, South Nashville, Te-nessee 37205

Re: Expand Laboratory Services
V A Medical Center
Project # 626-024

Dear Sır:

In response to your request for a confirmation of our base bid, we have discovered that an error was made on our bid form. Our estimator, Charles Lind, failed to include the cost of asbestos removal in his base bid.

As you will note on the enclosed worksheet, there was no allowance for asbestos removal in his base bid estimate. He assumed that the asbestos removal was to be bid as a separate item, when in fact it should have been included in our base bid. Our base bid should have read \$1,109,972.00, which represents our original base bid plus the cost for asbestos removal.

Hr. Lind arrived at \$60,420.00 for asbestos removal by using a telephone quotation from Longhorn J Co. (see attached copy) and adding 5% overhead and profit and 1% bond premium. When we received this bid there was a question as to whether the \$9,000.00 listed was a deduct or an add. Due to the dispurity between the two bids we received for this portion of work, we used it as an add to the original \$48,000.00 quote.

As provided for in Federal Procurement Regulations Section 1-2.406-3 we respectfully request that this contract be swarded to our company in the amount of \$1,109,972.00. Your consideration of the request is appreciated.

Sincerely,

J. HAROLD SHANKLE CO., INC.

JHS/mb

President

J113/mi

2518 PLUM STREET PO BOX 8089 NASHVILLE TENNA 33K" 1"207 615-227 9492

| REPORT OF CONTACT | NA Contral Office Procurement Service | (138) |
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| B111 Bonner | | O recent (Circle) |
| AMPRIL OF PERSON CONTACTOR | | |
| Congressmen Tennesse | | 225-4311 |
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The Congressman called to inquire about the status of a mistake in bid from VA Medical Center Nashville, TR. I teld him I had the file, (Rec'd 4/28) but had not reviewed it yet. I said it would be reviewed shortly and that it would then be sent through General Counsel for the required legal review. He asked me to call him back after I had reviewed it to let him know what my recommendation would be. I said that since this is a new assignment I would check with Mr. Cook first.

Since Mr. Cook was out today, he asked me to advise Mr. Cook of his interest and to ask Mr. Cook to call him next week and advise status. I said I would.

Procurement Service (938)

D. A. TITCOAB, Contracting Officer

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| REPORT OF CONTACT | 120 |
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| Larry Desters, Director VAMC Rashvilla, TN | Drawn Drawn |
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This is to confirm our verbal report at the 108 morning meeting on 4/21/85 and provide updated information on contacts with the local media on their request to review construction contract files for two projects (essentially complete)at the VAMC. The interest was primarily in potential involvement of Congressman Bill Boner in swarding these contracts.

Allegations first rose several months age about Nr. Boner's influence on government agencies in favoring certain contractors. At that time "YA was not one of the Agencies mentioned. To our knowledge, Nr Boner attempted to have no influence on the award of the contracts involved. The intervention mentioned in the following BOC concerning the "misbid" involved a claimed mistake in bid of about \$60,000 when the contractor failed to consider cost of removing asbestoe in the area. After review in VACO the contract was awarded as it was still the low bid.

The following is Mr. Deeters accounting of the media contacts.

1. ON MAY 20. 1985. AT 8:45 A.M.. MS. RUSSELL CALLED TO INQUIRE ABOUT

THE CONTRACT FILES FOR OUR LABORATORY RENOVATION FROJECT AND THE DIALYSIS FROJECT. SHE FOFFESSED AN INTEREST IN SEEING THESE FILES. I INDICATED THAT I WOULD HAVE TO CONTACT OUR DISTRICT COUNSEL'S OFFICE TO INQUIRE ABOUT PROFER PROCEDURES. SHE SEEMED SATISFIED.

- I CONTACTED JESS COMER IN THE DISTRICT COUNSEL'S OFFICE AND HE INDICATED THAT HE WOULD CONTACT THE GENERAL COUNSEL'S OFFICE IN WASHINGTON, D.C., TO OBTAIN PROPER PROCEDURE AND WOULD CALL CORINNE RUSSELL TO EITHER GIVE HER THE PROCEDURE OR TO INDICATE HOW LONG IT MIGHT BE.
- 3. AT 11:00 A.M., MS. RUSSELI CALLED BACK TO INQUIRE WHAT I HAD LEARNED. I TOLD HER THAT THE DISTRICT COUNSEL'S OFFICE WOULD BE CONTACTING HER, FROMABLY SOMETIME TODAY. SHE ASKED WHAT I THOUGHT THE PROCEDURE WOULD BE AND I TOLD HER IT WOULD FROMABLY BE A FREEDOM OF INFORMATION REQUEST. I FROUIDED HER WITH THE NAME AND TELEFHONE NUMBER OF JESS COMER.

I RELATED THE ABOVE TO RICH ISAACS AT HOOM.

ON MAY 21. AT AFFACKIMATELY 10:30 A.M.. I WAS CONTACTED BY CORINNE 1.5611. SHE REQUESTED AN INTERVIEW ON COMETA REGARDING THE CONTRACTS IT I.M. SHANKLE CD. (DIALTSIS FROJECT AND LABORATORY RENOVATION GETT). SHE HAD FREVIOUS! AFRUESTED THE CONTRACT FILES ON THESE FROJECTS AND HAD CUFIE! UF REFORTS OF CONTACT INDICATING MR. WALTER MUNT'S INVOLVEMENT IN FESCLIVING A MISBID ON THE LAPORATORY PROJECT. MR. NOW! IS CONFRESHAN BONER'S ADMINISTRATIVE ASSISTANT IN THE ... AVILLE OFFICE. I GRANTED THE REQUEST FOR AN INTERVIEW AFTER READING THE DOCUMENTS. THE FOLLOWING QUESTIONS WERE ASKED:

- ISN TIT JOUSUAL FOR A CONGRESSMAN'S OFFICE TO REFRESENT A FUNDACTION ON SUCH AN ISSUE? ANSWER: NOT UNUSUAL. MANY INDIVIDUALS LUNIACT THEIF CONGRESSMAN FOR ASSISTANCE WHENEVER THEY ARE HAVING DIFFICULTY DEALING WITH THE GOVERNMENT.
 - N. BUT DON'T THEY NORMALLY CONTACT THE INDIVIDUAL AT THE FACILITY INCHIVED FIRST AND ITY TO RESCLUE THE FROBLEM? ANSWER: YES, THAT WOULD NORMALLY BE THE TAKE.
 - 1. ON HUM MANY CLASIONS DID CONGRESSMAN BONER'S OFFICE CONTACT YOU REGARDING . ATTACTS WITH SHANKLE? ANSWER: TO MY RHOWLEDGE: ON TWO CLASIONS CALE INJULVING THE ORIGINAL BID AND THE SECOND TIME INVOLVING TIMELINESS AND ANOUNT OF FAYMENT FOR WORK ALKEADY ACCOMPLISHED.
 - D. WHAT DO YOU MEAN, WORE ALREADY ACCOMPLISHED? ANSWER: I SEEM TO RECALL THAT THE CONTRACTOR FELT THAT A HIGHER PEPCENTAGE OF THE WORK HAD BEEN DONE THAN WE HAD ALLOWED. A PIETING WAS HELD AND TO MY RECOLLECTION, THE REASON A SHALLER APOUNT WAS AUTHORIZED WAS RECAUSE THE CONTRACTOR HAD FAILED TO PROVIDE ARROWNE DOCUMENTATION OF THE PROJECT AND RECEIPT OF ITEMS TO BE USED IN THE PROJECT. I BELIEVE THAT THE PROBLEM WAS RECTIFIED BY PETULDING ADDITIONAL DOCUMENTATION AND THE PERCENTAGE WAS ULTIMATELY INCREASED.
 - I. I NOTE THAT THE CONTRACT EXCEEDED THE ORIGINAL COMPLETION DATE. IS THIS NOT UNUSUAL? ANSWER: IN A CONTRACT OF THIS SIZE, NORMALLY A NUMBER OF CHANGE ORDERS ARE REQUIRED DUE TO UNFORESEEN PROBLEMS. IF THE CHANGE ORDER IS SUBSTANTIATED, THE CONTRACT COMPLETION DATE MAY BE EXCEEDED. I SEEM TO RECALL IN THE LABORATORY PROJECT THAT THERE WAS A PROBLEM WITH A SUFFLIEF GOING OUT OF BUSINESS AND A NEW SUPPLIER HAVING TO BE LOCATEI.
 - F. DID CONGRESSMAN BONER EVER CONTACT YOU FERSONALLY WITH REGARD TO MR. SHANNLE'S FROBLEMS? ANSWER: NO. MR. HUNT CONTACTED ME.
 - G. TO WHAT EXTENT ARE YOU INVOLVED IN THE CONTRACTING PROCESS?

 ANSWER: THE CONTRACTING FROCESS IS MANAGED SEFARATELY BY THE SUPPLY
 SERVICE. IN FACT, WITH REGARD TO SUCH ISSUES, THERE IS A SEPARATE BODY
 OF REGULATIONS AND THE SUPPLY SERVICE REFORTS THROUGH A DIFFERENT CHAIN
 OF COMMAND TO AN ASST. ADM. IN WASHINGTON RATHER THAN THROUGH THE DEPT.
 OF MEDICINE AND SURGERY FOR SUCH ITEMS.

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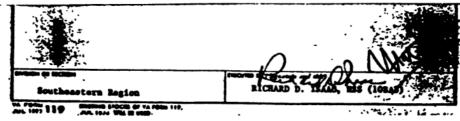
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| MIP SAFMEN OF SPORMATON ROUGHD AND ENDIN | | <u>در</u> . |

- H. WAS THE DECISION TO ALLOW THE CHANGE IN THE ORIGINAL BID MADE LOCALLY? ANSWER: NO. IT WAS AFRICULD IN WASHINGTON.
 - 1. 15 THIS UNUSUAL? ANSWER: NO.

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the san

- I ... WHO WOULD YOU CONSIDER TO BE THE MOST KNOWLEDGEABLE ABOUT THE SETTILS OF THIS CONTRACT? ANSWER: THE CHIEF OF SUPPLY SERVICE, MR. BILL FALMER. AND THE SUFERVISOR OF THE CONTRACT SECTION AT THAT TIME, MR. RALPH TRAMFL, WHO IS NOW EMPLOYED AT THE VA MEDICAL CENTER IN HUFFREESPORD.
- A. WHY DIE ME. TRAMEL LEAVE AND DID HE LEAVE UNDER DURESS? ANDWER: HE DIE NOT LEAVE UNDER DURESS. BUT CHOSE TO AFFLY FOR A FOSITION VACANCY AT MURFREESBORD. I AM NOT AWARE OF THE REASON.
- I. HOW FREQUENTLY BO YOU HAVE CONTACTS WITH CONGRESSMAN BONER OR HIS OFFICE? ANSWER: THE MAJORITY OF OUR CONGRESSIONAL MAIL COMES FROM CONGRESSMAN RONER & OFFICE AND THE CONGRESSMAN COMES TO THE HOSPITAL APPROXIMATELY TWICE A YEAR EITHER TO VISIT FATIENTS OR FOR DEDICATIONS. ON OCCASIONALLY JUST TO VISIT. HE WAS FREVIOUSLY A MEMBER OF THE HOUSE VETERANS AFFAIRS COMMITTEE AND IS CURRENTLY A MEMBER OF THE APPROFRIATIONS COMMITTEE. BOTH OF WHICH PLAY A MAJOR ROLE IN SETTING THE APPROFRIATIONS COMMITTEE.
- M. DID CONGRESSMAN BONER OR HIS OFFICE AFFLY UNUSUAL PRESSURE IN THE SHANNLE CASE? ANSWER: NOT THAT I AM AWARE OF. ON BOTH OCCASIONS, WALTER HUN; AND I MERELY EXFEDITED THE MEETING BETWEEN THE OFFICIALS INVOLVED SO THAT A RESOLUTION COULD BE ACHIEVED.



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August 12, 1983

DAYE:
B & S Enterprises
Burea:
B. P. & Judy G. Calvin
Paoreary: 2034 E. Greenwood Avenue

GTY. No. ACCOUNT 244868

| | Debits | Credite |
|--|--------------------------------------|--------------|
| Property Sols | | \$ 38,600.00 |
| Insurance Excow Funds with | . | |
| Earnest Money in Hands of "Seller" | \$ | |
| Vendor's Lien retained by seller | \$ | <u>.</u> |
| Miscellaneous payments | : | : |
| SUNEY MHANKAK BERMADEN, Free Money MANN Clasing fee | 25.00 | |
| Deed preparation Tuk Poky EXEMMENT Advertising fee | \$ 35.00 \$ 208.83 \$ 1.074.95 | : |
| Commission to Agent | \$ 2,316.00 \$ 32,851.22 | : |
| PROCEEDS TO SELLER (Difference between Deductions & Total Crediu) TOTALS | \$ 5,748.78 \$38,600.00 | 38,600.00 |

We have examined the above statement and find it correct. This acknowledges that the above amount have been paid as stated with our approval and for our account and benefit. Date (119. 12

HAROLD SHANKLE

BUYER'S SETTLEMENT SHEET

DATE: August 12,1983
SELLER: B & S Enterprises
BUYER: B. P. and Judy G. Calvin
PROPERTY.2034 Greenwood Avenue

GTY. No. ACCOUNT 244868

| PROPERTY PURCHASED | Debite \$ _38_600_00_ | Oredite |
|--|--------------------------|-----------------|
| *Earnest Money Deposited with Agent or "Seller" | \$ | \$ 5,790.00 |
| Prorata Current Year's Taxes | | s <u>141.44</u> |
| Rent Adj | s | \$ |
| Insurance | \$ | \$ |
| Escrow Funds With | f | \$ |
| Recording Deed \$. 5 . 5 . 5 | 106.86 | |
| Recording Deed \$. 5.50 Tax \$ 1.00.36. Recording Mtg. \$. 6.50 Tax \$.28.60 | 35.10 | |
| Mucellaneous Charges | . | |
| Trust. Note | 70.00 | |
| Morrey assumed or given | | \$ 28,950.00 |
| Vendor's hea retained by Seller TOtal Debits | 38,811.96 | |
| Total Credita | · | 34,881.44 |
| *CASH TO BE PAID BY BUYER | 4,030.52 | \$ |
| TOTALS | 8 34,811.44 | \$ 34,811.44 |

GTT. No. DATE 4/22/83 Account G-20265 SELLER William H. Boner & J.H. Shankle d/b/a BUYER Manuel Alvelo **B&S** Enterprises PROPERTY Stratton Avenue \$ 72,000.00 175.04 Escrow Funds with..... Excrow Funds with

Rent Adjustment

Earnalt Money in Hands of "Seller"

Amount Measurer

I part is mid to de
Amount Measurer

Princ \$U.S. Banks \$ 1,600,00

Int \$ 1

Vendor's Lieu retained by seller

Windor's Lieu Mortgage 91/97

Muccianeous payments addyertising costs

1579 08

SUBVEY

Starms on Seller's Deed. Stamps on Seller's Deed. \$ - Closing fee beed preparation \$ -100 00 20.00 350.35 9,830.53 \$ 72,000,00 72,000.00 We have examined the above statement and find it correct. This acknowledges that the above amount have

WILLIAM H. BONER

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BUYER'S SETTLEMENT SHEET

DATE 4/22/83 OTY. No.
SELLER William H. Boner & J.H. Shankle d/b/a/ B&S Account
BUYER Manuel Alvelo Enterprises
PROPERTY Stratton Avenue

| | Debte 72,000.00 | |
|--|-----------------|-----------|
| *Earnest Money Deposited with Agent or "Seller" | | 10,800.00 |
| Prorata Current Year's Taxes | · | 175.04 |
| Rent Adj | | |
| Rent Adj | 345.00 | |
| Licrow Punds With | | |
| Ecrow Punds With | 193.70 | |
| Recording Mtg. 8.6.50 | 58.50 | |
| Musc llangous Charges | | |
| The This Mortgage preparation | 20.00 | |
| | 100.00 | |
| Morrow second or class | | 54.000.00 |
| Vender's hen setuned by Seller Total Credits | | |
| | | 64,975.04 |
| *CASH TO BE PAR BY BUTER | | 7,742.16 |
| TOTALS | 72,717.208 | 72,717.20 |
| the common the same and a second seco | | |

Manuel aluelo

June 23, 1983 J. Harold ShankleCompany, Inc. Ida Mai Shaw CTT. No. 243502

Account

SELLER: BUYER:

PROPERTY: 5324 Buena Vista Pike

| | Debte | Oradio |
|--|-----------------------------------|-----------|
| Prorate Current Year's Tame | 176.21 | 45,000.00 |
| Insurance Excrow Funds with National Mrtg. (purchased by bayer). Rest Adjustment JUNE MORTEMOS. JAINS N.T. | 261.50 | 519.56 |
| Earnest Money in Hands of "Seller". Amount Hereining in mr. on of | | |
| Vendor's Lien retained by seller. ASSUMDLIAN-NALL. Mctg | 22.234.96 | • |
| Release of Lien | 35.00 | |
| Scamps on Seller's Dood. | 125.00 | |
| Take Money | 25.00 298.00 | |
| EasternBest Advertising Fee Communion to Agentlim_Stevens_Realty_5_Auction_ Total Deductions | 1,130.83 2,700.00 26,986.50 | |
| Totals Totals Totals Totals | 18,533.06 | 45,519.56 |
| | | |

We have examined the above statement and find it correct. This acknowledges that the above amount have been paid as stated with our approval and for our account and benefit. Date.....

BUYER'S SETTLEMENT SHEET

DATE: June 23, 1983
SELLER: J. Harold Shankle CO. Inc.
Buyen: Ida Mai Shaw
PROPERTY: 5324 Buena Vista Pike OTT. No. 243502

| PROPERTY PURCHASED | D-th: 45.000.00 | Oredin · |
|---|--------------------|------------|
| "Earnest Money Deposited with Agent or "Seller" | · | \$6.750.00 |
| Prorate Current Year's Tame. | ! ——— | 176.21 |
| • | | 261.50 |
| Escrew Funds With Natl Mrtg. (BHYRT Purchase) | 519.56 | |
| Recording Deed 8 5. 50 Tax 8 117.92 | 123.50 | |
| Recording Mrg. \$Tax \$ | | |
| Memilianes Charge Transfer fee-Netl' Krig. | | |
| Take Pobcy | 45.00 | |
| Mongage assumed or given | | _22.234.96 |
| Vendor's lien ectained by Seller | 45,688.06 | 29,422.67 |
| *CASH To Be PAD DY BUYER. | 15,530,00 | 16,265.39 |
| TOTALS | | |

| DATE. | June 24, 1983 | GTY. No. | 24403 |
|---------|-------------------------------------|----------|--------|
| SELLER. | William H. Bonor and Harold Shankle | Account | 24403. |

Buyer: Hunter Properties Partnership of David E. Rawlings & Greer Tidwell Paorenty: 943 Russell St., Nashville, TN

| | Debu | Credita |
|--|----------------------------|---------------------|
| PROPERTY SOLD | | \$ <u>92,500.00</u> |
| Insurance Escrow Funds with | 210.00 | |
| Amount Percessory to pay 1 for ming to of Amount Postmary to pay 204 mag to of Vendor's Lien retained by seller | | |
| Release of Lien. Deep Preparation Miscellaneous payments Closing Fee SUBLEY | 35.00 125.00 | |
| Stamps on Seller's Deed | | |
| Title Policy Attorney's Title. BromnoBee Advertising Fee. Communion to Agent J. Stevens Realty & Auction Total Deductions | 5.550.00 73.157.16 | |
| | \$19,342.84 \$92,500.00 | 92,500.00 |

We have examined the above statement and find it correct. This acknowledges that the above amount have been paid as stated with our approval and for our account and benefit. Date.

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BUYER'S SETTLEMENT SHEET

GTT. No. 244033 DATE: June 24, 1983 ACCOUNT SELLER: William H. Boner and Harold Shankle Buyea: Hunter Properties Partnership of David E. Rawlings and Greer Tidwell Pagerary.943 Russell St., Nashville, TN

| | Debite 92,500.00 | Credits |
|---|---------------------|------------------|
| PROPERTY PURCHASED | \$ | \$ |
| *Earnest Money Deposited with Agent or "Seller" | \$ | 13,875.00 |
| Prorata Current Year's Taxes | \$ | \$ 283.50 |
| Rent Adj | \$ | \$ 210.00 |
| Insurance | \$ | \$ |
| Escrow Funds With | s | \$ |
| Recording Deed 8 9.50Tax 8 240.50 | 247.00 | |
| Recording Mtg. 8Tax 8 | | |
| Mucellaneous Charges | | |
| Title Policy | | |
| Mortgage assumed or given. | ! | 64,827.40 |
| Vendor's hen retained by Seller | ! | |
| TOTAL CREDITS | <u> </u> | 79,195.90 |
| *CASH TO BE PAID BY BUYER | 3 | \$ 13,551,10 |
| | 92,747.00 | 8 92,747.00 |
| | | |

Jan Chilast

| TRADEMARK APPLICATION, PRINCIPAL | MARK (Identify the merk) | | | | | |
|---|--|--|--|--|--|--|
| REGISTER, WITH DECLARATION | Vector | | | | | |
| (Corporation) | CLASS No. IV SNOWN | | | | | |
| TO THE COMMISSIONER OF PATENTS AND TRADEMARKS: | | | | | | |
| NAME OF CORPORATION | | | | | | |
| Hydra-Sports, Inc. | | | | | | |
| STATE OR COUNTRY OF INCORPORATION TENNESSEE | | | | | | |
| EVELINES ADDRESS OF CORPORATION | | | | | | |
| 100 Ocean Side Drive, Nashville, TN 37204 | | | | | | |
| The above identified applicant has adopted and is using the trademark shown in the accompanying drawing for the following goods: DOBLS | | | | | | |
| and requests that said mark be registered in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946. | | | | | | |
| The trademark was first used on the goods ³ on | ; was first used on the goode ³ in | | | | | |
| interstate commerce) | nmerce ⁴ on; and is now in use in | | | | | |
| such commerce. | | | | | | |
| 5 | | | | | | |
| The mark is used by applying it to a bo | at | | | | | |
| | | | | | | |
| and five specimens showing the mark as actually | y used are presented herewith. | | | | | |
| , | | | | | | |
| Earl Benz | | | | | | |
| | of officer of corporation) | | | | | |
| | ts and the like so made are punishable by fine or imprisonment, | | | | | |
| | United States Code and that such willful false statements may | | | | | |
| jeopardize the validity of the application or any | registration resulting therefrom, declares that he/she is e President | | | | | |
| VIC | (official stile) | | | | | |
| of applicant corporation and is authorized to execute this instrument on behalf of said corporation, he/she believes said corporation to be the owner of the trademark sought to be registered; to the best of his/her knowledge and belief so other person, firm, corporation, or association has the right to use said mark in commerce, either in the identical form or in such near resemblance thereto as may be likely, when applied to the goods of such other person, to cause confusion, or to cause mistake, or to deceive; the facts set forth in this application are true; and all statements made on infor- | | | | | | |
| mation and belief are believed to be true. | | | | | | |
| | Hydra-Sports, Inc. | | | | | |
| | (name of serperation) | | | | | |
| | | | | | | |
| (signature of afflors of corporation, and afficial title of afflors) | | | | | | |
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| i i i i i i i i i i i i i i i i i i i | | | | | | |
| TO Form 4.4s (Trademort) (Corporation) | Passes and Trademark Office . U.S. DEPT. of COMMERCE | | | | | |

PTO Form 4.44 (Trodomark) (Corporation

Petest and Trademark Office - U.S. DEPT. of COMMERCE

REPRESENTATION

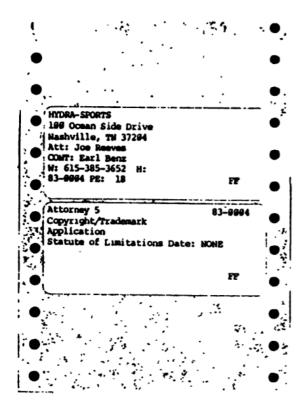
If the applicant is not domiciled in the United States, a domestic representative must be designated. See Form 4.4.

If applicant wishes to furnish a power of attorney, see Form 4.2. An attorney at law is not required to furnish a power.

FOOTNOTES

- 1 If applicant is an association or other similar type of juristic entity, change "corporation" throughout to an appropriate designation.
- 2 If registration is sought for a word or numeral mark not depicted in any special form, the drawing may be the mark typed in capital letters on letter-size bond paper; otherwise, the drawing should be made with india ink on a good grade of bond paper or on bristol board.
- 3 If more than one item of goods in a class is set forth and the dates given for that class apply to only one of the items listed, insert the name of the item to which the dates apply.
- 4 Type of commerce should be specified as "interstate," "territorial," "foreign," or other type of commerce which may lawfully be regulated by Congress. Foreign applicants relying upon use must specify commerce which Congress may regulate, using wording such as commerce with the United States or commerce between the United States and a foreign country.
- 5 If the mark is other than a coined, arbitrary or funciful mark, and the mark is believed to have acquired a secondary meaning, insert whichever of the following paragraphs is applicable:
 - a) The mark has become distinctive of applicant's goods as a result of substantially exclusive and continuous use in ________ commerce for the five years next preceding the date of filing of this application.
 - b) The mark has become distinctive of applicant's goods as evidenced by the showing submitted separately.
- 6 Insert the manner or method of using the mark with the goods, i.e., "the goods," "the containers for the goods," "displays associated with the goods," "tags or labels affixed to the goods," or other method which may be
- 7 The required fee of \$35.00 for each class must be submitted. (An application to register the same mark for goods and/or services in more than one class may be filed; however, goods and/or services, and dates of use, by class, must be set out separately, and specimens and a fee for each class are required.)

Patent and Trademark Office - U.S. DEPT. of COHMERCE



Q&A

ABOUT . TRADEMARKS

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U.S. DEPARTMENT OF COMMERCE/Putest and Trademark Office

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 Answers to Questions Frequently Asked About Trademarks

Reprinted August 1983



 definition and functions of Trademarks

what applicants must do

U.S. DEPARTMENT OF COMMERCE PATENT AND TRADEMARK OFFICE

Mr. Ja Reenes Hydrh-Spaces

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In order to file the
enciosed application we
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If you have any gens
please feel you to call me

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| REGISTER, WITH DELLARATION (Corporation) |
|--|
| TO THE COMMISSIONER OF PATENTS AND TRADEMARKS: |
| HUDRA-SPORTS, INC. |
| TPANESSEE |
| 100 Ocean SIDE DR NASH 37204 |
| The above identified applicant has adopted and is using the trademark shown in the accompanying drawing the following goods: |
| and requests that said mark be registered in the United States Patent and Trademark Office on the Principa Register established by the Act of July 5, 1946. |
| The trademark was first used on the goods ³ on; was first used on the goods ³ |
| interstate commerce on feeda ; and is now in use |
| such commerce. |
| \$ |
| The mark is used by applying it to6_12_ brat |
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| and five specimens showing the mark as actually used are presented herewith. |
| , · |
| EARL BENZ |
| being hereby warned that willful false statements and the lake so made are punishable by fine or imprisons or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements in jeopardize the validity of the application or any registration resulting therefrom, declares that he/she is |
| of applicant corporation and is authorized to execute this instrument on behalf of said corporation; he/she believes said corporation to be the owner of the trademark sought to be registered; to the best of his/her he dee and belief no other person, firm, corporation, or association has the right to use said mark in commer either in the identical form or in such near resemblance thereto as may be likely, when applied to the goo of such other person, to cause confusion, or to cause mistake, or to decrive; the facts set forth in this application are true; and all statements made of his/her own knowledge are true and all statements made on his |
| mation and belief are believed to be true. |
| Hypea Sports |
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If the applicant is not domecled in the United States, a domestic representative short be designated. See Form 4.4.

If applicant wishes to furnish a power of attorney, see Form 4.2. An attorney at law is not required to furnish a power.

FOOTNOTES

- 1 If applicant is an association or other similar type of juristic entity, change "corporation" throughout to an appropriate designation.
- If registration is sought for a word or numeral mark not depicted in any special form, the drawing may be the mark typed in capital letters on letter-size bond paper; otherwise, the drawing should be made with india ink on a good grade of bond paper or on bristol board.
- 3 If more than one item of goods in a class is set forth and the dates given for that class apply to only one of the items listed, losert the name of the item to which the dates apply.
- 4 Type of commerce should be specified as "interstate," "territorial," "foreign," or other type of commerce which may lawfully be regulated by Congress. Foreign applicants relying upon use must specify commerce which Congress may regulate, using wording such as commerce with the United States or commerce between the United States and a foreign country.
- 5 If the mark is other than a coined, arbitrary or fanciful mark, and the mark is believed to have acquired a secondary meaning, insert whichever of the following paragraphs is applicable:

 - b) The mark has become distinctive of applicant's goods as evidenced by the showing submitted separately.
- 6 insert the manner or method of using the mark with the goods, i.e., "the goods," "the containers for the goods," "displays associated with the goods," "tags or labels affixed to the goods," or other method which may be in use.
- 7 The required fee of \$35.00 for each class must be submitted. (An application to register the same mark for goods and/or services in more than one class may be filed; however, goods end/or services, and dates of use, by class, must be set out separately, and specimens and a fee for each class are required.)

Patent and Tredomerk Office - U.S. DEPT. of COMMERCE

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Vil Rel Barn Inc V Rel Barn Septon Lac 322 7. Surp 98 (OCINL 1970)

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Old Dutch Forks Ine V Dan Der Pretye x Potate Chip Co 477 Fld 150 (CA Orio 1973)

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APPENDIX B



U.S. Department of Justice

Criminal Division

Office of the American Attorney General

Mashington, D.C. 20530

APR 1 5 1996

Honorable Julian C. Dixon Chairman, Committee on Standards of Official Conduct House of Representatives Washington, D.C. 20515

Dear Mr. Chairman:

As you know, the Department of Justice has begun an investigation into the activities of Congressman William Boner of Tennessee. We are aware, of course, that a referral on this matter has been made to your Committee. We respectfully request that your Committee defer on this matter until our investigation is completed. We are committed to proceeding with this investigation as expeditiously as possible and we will advise you of the results of our work to the extent permissible by law.

We have no objection to the public disclosure of this letter.

Sincerely,

Stephen S. Trott Assistant Attorney General Criminal Division

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John C. Keyhoy

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APPENDIX C

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Congress of the Anited States Nouse of Representatives Washington, D.C. 20515

April 22, 1986

The Honorable Julian C. Dixon
The Honorable Floyd Spence
Committee on Standards of Official Conduct
ROOM HT-2
The Capitol
Washington, D.C. 20515



Dear Chairman Dixon and Ranking Minority Member Spence:

I am writing this letter about a matter of great urgency and importance. I understand from my counsel that the Committee received a letter from the Criminal Division of the Department of Justice requesting that the Committee defer its preliminary inquiry until the Department has finished its review. I also understand that the Committee is planning to meet on Wednesday, April 23 to consider this request.

I am writing this to ask as strongly as possible that the Committee deny the Department's request. In addition, I feel so strongly about this issue that I hereby request the opportunity to address the Committee directly on this issue when it meets.

There are a number of issues which the Department's request raises. Some concern matters far more important than my single case. For years, the House of Representatives has been asserting its co-equal and constitutionally-mandated right and obligation to review members' conduct, and the constitution specifically directs the House to perform this function. The House has won important Supreme Court and other judicial victories. A good example is the decision on the supremacy of the Speech and Debate Clause, which have been predicated on the assertion of this authority. Should the Committee voluntarily relinquish any of the House's constitutional authority, it would, in a single stroke, undermine the efficacy of these precedents for future use.

Similarly, the Executive and Legislative Branches are involved in a number of issues in which the authority of each to act is being challanged. On the day the Committee meets, for

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example, the Supreme Court will hear arguments on the constitutionally of the Gramm-Rudman Act. Every time the House voluntarily gives up any of its Constitutional prerogatives it chips away at its ability even on different issues to assert its full authority.

There have been occasions in the past and there will be times in the future when the House wants to take actions and conduct investigations on its own before any public charge is made. If the Committee, without cause and on the simple request of a single division in the Department of Justice, defers to that division it creates a precedent which will be used against it in the future. This precedent not only will arise from the request for deferral, but from the way the request was made, in this case by a Deputy Assistant Attorney General in the Criminal Division.

Requests that one branch of the government give up its constitutional powers to another branch should come from the President or, at the very least, the Attorney General acting with the President's knowledge and approval. Because of the serious implications of the Department's request, I also ask that, before the Committee give up Congress' power and bind future Congresses by its decision, that the issue be taken up by the full House of Representatives. No less attention than that is warranted for this inappropriate request by the Department.

In addition to the institutional reasons for denying the request which I have outlined above, I also want to point out that the Committee's decision to defer would be unfair from my own perspective and from the perspective of future individual members who seek review or who are reviewed by the Committee.

It is no secret that the media and others have raised a dosen or more charges of wrongdoing against me. It is also clear (even though the Committee could not get this confirmed) that the Justice Department will concentrate on only a few of these allegations. If the Committee defers its investigation, it will create a vast area of uncertainty in the allegations that have been made, but will not go into the Department's review. Depending on how long the Department's review takes, what action, if any, it decides to bring, and when the Committee can take the matter up again, I could be left with charges hanging over me for months, certainly well past the elections.

Since the Committee will not be able to know what the Department's schedule and agenda are, how can it possibly consider deferring any part of its preliminary inquiry? A good question to ask which puts this in its proper perspective is whether the Justice Department would defer its investigation of "ABSCAM" or "Koreagate," had the House discovered it first and asked for the opportunity to determine its position before the prosecutors got started.

When I sought the Committee's review last February, I said that I was willing to answer for any mistakes I might have made.

I am cooperating with all officials to this end. However, if a Member has the obligation of undergoing such scrutiny and withstanding potential penalties, then he or she has an equal right to be vindicated. Meither I nor any other Member should have to wait for the issue to be resolved. My constituents deserve expeditious answers to the questions that were raised. The House has a special obligation to provide these anwers in general and has the special ability to do so when the charges address areas of House rules and expertise, such as campaign expenditures, travel and conflict of interest.

Even if the Committee could find out that the Department was looking into every allegation that was raised, so that there was a complete overlap, that fact should not dictate deferral in any way. The charges that some have raised against me -- improper reimbursements from campaign funds, improper use of funds of leased automobile, etc. -- affect many other Members of Congress. Decisions made be the Department could change the way House funds are used and House activities are reported. These areas especially are ones in which the Committee should not defer. To do so would give the Executive Branch and the Justice Department the authority to write and re-write the rules of conduct for the House.

Finally, and perhaps most telling of all from a personal standpoint, the Department of Justice has had this matter before it for nearly two and one half years. From an investigating standpoint there is no reason why this matter could not have been fully investigated and conclusions reached in 1984 or even 1985. After two and one-half years of inaction, basic fairness dictates that the Department has abandoned any "claim" it might have on investigory exclusivity.

I hope you can see from those points I have raised the problems caused by the Department's request. Again, I want to raise these with the Committee personally on Mednesday. I also repeat that I do not think the Committee can make a decision to bind the full House without consulting the House on this very important subject.

Thank you for your considertion, and I look forward to dicussing these issues when the Committee meets.

Sincerely,

Bill Boner

APPENDIX D



U.S. Department of Justice

Criminal Division

Office of the Astroni Attorney General

Mochington, D.C 20330

MAR 31 1987

Honorable Julian C. Dixon Chairman, Committee on Standards of Official Conduct House of Representatives Washington, D.C. 20515

Dear Mr. Chairman:

I am writing to follow up on our letter to you of April 15, 1986, concerning the Department of Justice's investigation into the activities of Congressman Hilliam Boner of Tennessee (copy enclosed). The Department has declined prosecution in this matter and considers the case closed. We very much appreciate your cooperation in deferring to our investigation.

Sincerely,

William F. Weld Assistant Attorney General Criminal Division

Enclosure

John C. Zeeney

John Assistant Attorney General

Fursuent to 86 C.F.B. §C.188

APPENDIX E

BRAND & LOWELL

A PROFESSIONAL COMPORATION
923 FFTEENTH STREET, N W
WASHINGTON, D.C. 20006
(202) 662 9700

June 24, 1987

BY HAND

Ralph L. Lotkin, Esq.
Chief Counsel
U.S. House of Representatives
Committee on Standards of
Official Conduct
Suite HT-2, U.S. Capitol
Washington, D.C. 20515

Re: Representative William H. Boner

Dear Mr. Lotkin:

This letter will provide the answers to the questions you asked in follow-up of our previous submissions on behalf of Congressman Boner. In addition, we are providing copies of documents you requested.

- 1. You asked us to explain reductions made in the payments of the car lease and asked for copies of checks reflecting payments made on the lease. Congressman Boner adjusted the car payments to reflect what he calculated to be the percentage between political and personal use. This split became 80% political and 20% personal. Accordingly, the car payments were reduced from \$344 to \$275 a month. To make up for the time that the campaign had paid the entire amount, the Congressman paid one full \$344 from his personal funds. Thereafter, the amount was split \$275 by the campaign and \$69.14 by the Congressman. The reduction was indicated in Exhibit A2 of our original submission. Copies of checks reflecting payments to GMAC are enclosed as Exhibit A.
- 2. You asked whether any initial term for the car lease was envisioned. No one seems to know whether there were any specific discussions about the term of the lease. The amount that was calculated was intended to cover the costs of the car and, at the same time, save the campaign as much money as possible. I am sure you have noted that the \$344.14 amount is lower than even the 36-month rate quoted the Congressman by the Nashville car dealer. See original Exhibit A3.

Ralph L. Lotkin, Esq. June 24, 1987 Page 2

- 3. You asked about the title of the truck. The truck is titled in Congressman Boner's name, <u>see</u> Exhibit B, in order to save the campaign the much higher costs of insurance. Congressman Boner was able to put the truck on his existing policy only if it was titled in his name. As an individual insured, as opposed to a business or a campaign, he was able to save insurance premiums.
- 4. You asked about the basis for the telephone lease. As he did with the other equipment, Congressman Boner received an estimate from a merchant who rented the kind of equipment involved. In this instance, he was given a \$330.96 estimate against which he entered into a \$200.00 a month lease with the campaign. These documents are enclosed as Exhibit C.
- 5. You asked us to explain the different addresses that appeared on Third Avenue. There is only one address, 619 Third Avenue. There are lots on both sides and, at one time, an original tax assessment apparently mischaracterized the address as 617. On another occasion, the city listed the address as 621. As the land and tax records clearly indicate proper title at 619, no one ever tried to track down the other addresses used.
- 6. You asked where campaign headquarters were located before the Third Avenue location and where campaign equipment was kept before the headquarters was purchased. From approximately, July 1982 to June 1984, the campaign had headquarters located in space at 24 Avenue North. Campaign equipment was kept at this location. This was a fairly high crime area; the campaign office was broken into a few times, and volunteers did not want to go to this location. Consequently, other space, at Third Avenue, was located. In addition to his campaign storefronts or offices, as stated in our previous submission, the Congressman has for some time maintained a political/campaign office in the back room of his home.
- 7. You asked about whether Letters Unlimited or Targetted Communications did work for any other entity other than the campaign. The records seems to indicate that in four years a total of \$1,400 was received for odd-job projects from two or three sources other than the campaign for Targetted Communications. We are not sure who these were and are trying to find out. However, the small amounts involved, approximately \$350 a year, did not cause there to be a profit to the companies. Other than these amounts discovered, there was no other work done at any time for Targetted or Letters Unlimited.

Ralph L. Lotkin, Esq. June 24, 1987 Page 3

- 8. As to the Third Avenue headquarters, you also asked whether the space had been rented out to anyone before it was purchased by Congressman Boner and rented to the campaign. The answer is no. The previous owner used it for himself.
- 9. You wanted to know where campaign equipment was delivered. As far as we have been able to check back, it was delivered to either the 24th Avenue North or Third Avenue locations.
- 10. You asked whether Congressman Boner or the campaign rents any space to any other entity. The answer is no.
- 11. You asked for copies of the note and payments for Lotters Unlimited. These are enclosed as Exhibits D and E.
- 12. You asked whether the campaign now has "title" of the campaign equipment. Equipment, unlike property and automobiles, is not "titled." The equipment is now being used by the Boner for Mayor campaign. Its final use will not and cannot be determined until that campaign had ended. Again, Congressman Boner set up Letters Unlimited and Targetted Communications to save the campaign money and to insure that he did not make a profit. The final disposition of the property will be consistent with these two goals.
- 13. You asked whether payments made by the campaign to Letters Unlimited and Targetted Communications were off-set by expenditures. Copies of yearly balance sheets are enclosed as Exhibit F. Any amounts indicated at year's end were left in the accounts for use the following year. In other words, Congressman Boner never drew any surplus from the companies. The money left in Letters Unlimited was transferred to Targetted Communications. The \$2,446 left in 1985 in Targetted accounts went to pay that company's 1985 taxes. I fact, the taxes owed were \$2,755, requiring Congressman Boner to make up the \$300 difference himself.
- 14. You also asked the status of Letters Unlimited and Targetted Communications. Both have been dissolved.
- 15. You asked that we provide sample underlying receipts for the reimbursements the campaign made to Congressman Boner. These are enclosed as Exhibit G.
- 16. You asked whether Joe Reeves had an "interest" in legislation. The question, of course, addresses itself to whether Congressman Boner received a gift in excess of the

Ralph L. Lotkin, Esq. June 24, 1987 Page 4

limitations of the rules. The question calls for a legal conclusion which we cannot make and is unnecessary to answer. Congressman Boner did not receive any gift from Mr. Reeves. If the use of the boat on consignment before any payment was received is suggested to be a gift, then it was unintentional. As we have shown in prior submissions, Mr. Reeves provided many people with boats in this fashion. The delay in payment for the boat was unintended. The boat was paid in full. Consequently, there was no gift intended by either of the parties.

- You asked about the campaign's use of audio and video equipment. By now, you have come to understand Congressman Boner's full-time campaign operation. Among the other things he uses the equipment for are taping his speeches for distribution to the press and for use in commercials, taping speeches of opponents for debates and other use, taping his appearances to send to those sponsoring events. The equipment is often in the car. Otherwise, it is kept either in the headquarters or in the Congressman's home if it is about to be used for an event.
- 18. You asked about an entry for "Williamson County Bank" which appeared on an exhibit (A12) to our earlier submission. The exhibit was taken from the Boners' tax returns. The entry for Williamson County Bank relates to interest Mrs. Boner owed on her own personal loans and has nothing to do with Letters Unlimited, Targetted Communication, or the campaign.
- You asked for the partnership agreement which existed between Congressman Boner and Harold Shankle. A copy is enclosed as Exhibit H.

These reflect the notes we made at our meeting. Please let me know if we can provide any additional information.

Sincerely,

BRAND & LOWELL, P.C.

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LEASE AGREEMENT

This is to signify an agreement between William H. Boner and the Re-Elect Congressman Boner 1984 Committee for the lease of a General Electric Mobil Telephone (GL2021) owned by William H. Boner. The Campaign Committee will pay to William H. Boner the sum of \$200.00 per month for the lease of said Mobil Telephone and shall pay for all service repairs for the duration of this lease agreement.

DATE 4 1 84

WILLIAM H. BONER

WILLIAM H. FREGUN Treasurer, Re-Elect Congressman

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October 11, 1984

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Tear Congressman boner:

The lease price on the Motile Telephone is \$,30.96 plus tax with the option to purchase for 10% FMV.

If you have quy questions please let me know.

Sincere's.

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Crittor will pay all costs of hing of linancing continuation and lemmination state ments with respect to the security interest created hereby and financing which it deems necessary to perfect and continue perfected the security interest created hereby and to protect the City aleral.

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Upon default, all sums secured hereby shall immediately become due and payable at Bank soption without notice to Debtor, and Bank mar proceed to enforce payment of same and to exercise any or all rights and remedies provided by the Uniform Commercial Code (Tennessee) or othe applicable law, as well as all other rights and remedies possessed by Bank, all of which shall be cumulative. Whenever Debtor is in defaul hereunder, and upon demand by Bank. Debtor shall assemble the Colleteral and make it evaliable to Bank at a place ressonably convenient to Bank and Debtor. Any notice of sale lesse or other inlanded disposition of the Collateral by Bank sent to Debtor at the address specified above or at such other address of Debtor as may be shown on Bank a records, at least five (5) days prior to such action, shall, unstitute reasonable notice to Debtor.

Bank may warre any default before or after the same has been declared without impairing its right to declare a subsequent default hereunders right being a continuing one

If any provision of this agreement is held invalid, such invalidity shall not affect the validity or enforceability of the remaining provisions of the agreement

This agreement shall inure to the benefit of Bank's successors and assigns and shall bind Debtor's heirs representatives successors and assigns. If there be more than one Debtor, their obligations hureunder shall be joint and several

assigns if there be more than one Debtor, their obligations fureunder shall be joint and several.

Debtor has no undisclosed or contingent liabilities which are not reflected in a financial statement on file with Bank at the execution of the Agreement During the continuation of this Agreement. Debtor will employ accountants acceptable to Bank and will furnish to Bank as soon at practicable after the close of each of its fiscal years a copy of its annual report prepared by such accountants and will also furnish. Bank a beliance sheet and operating statement prepared by accountants acceptable to Bank and certified people as soon as possible after the end of each calendar quarter. The Bank shall have the right, at any time, by its own auditors, accountants, or other agents to examine or audit any of the books and records of Debtor, or the Collateral which will be made available upon request. Such accountants or other representatives of Bank will be primitted to make any verification of the existence of the Collateral which are considered or accuracy of the records which the Bank deems necessary or proper Any reasonable expenses incurred by Bank in making such examination, inspection verification or audit shall be paid by Debtor promptly on demand

reasonable expenses incurred by Bank in making such examination inspection verification or audit shall be paid by Debtor promptly on demand and shall be secured by the security interest granted hereby.

Debtor agrees that notwithstanding the payment in full of all indebtedness secured hereby and whether or not there is any outstanding obligation of Bank to make future advances. Bank shall not be required to send Debtor a termination statement with respect to any financing statement? If ed to perfect any of the Collateral, unless and until Oebtor shall have made written demand therefor Upon receipt of proper written demand. Bank may at its option in lieu of sending a termination statement to Debtor cause said termination statement to be fired with the appropriate filing officer(s) if Bank fails to send or cause to be filed such a termination statement mintin 10 days of its receipt of proper demand therefor, Bank shall be hable to Debtor for \$10 for each day which elapses between the receipt of said written demand and the sending of said termination statement (or the filing thereof by Bank) and no more.

If any of the collateral is equipment or consumer goods, Debtor additionally agrees and warrants as follows

Debtor will not permit any of the Collateral to be removed from the focation specified herein except for temporary periods in the normal and customary use thereof without the prior written concent of Bank and will permit Bank to inspect the Collateral at any time

It any of the Collateral is Equipment or Goods of a type normally used in more than one state (whether or not actually so used). Debter will consemporaneously herewith furnish the Secured Party a last of the states wherein such Equipment or Goods are or will be used, and hereafter will notify the Secured Party in writing (i) of any other states in which the Equipment or Goods are so used, and (ii) of any change in the location of Debtor's chief place of business.

Debtor will not self-exchange lease or otherwise dispose of any of the Colleteral without the prior written consent of Bank, permit any liene or security interests to attach to any of the Colleteral except that created by this agreement, permit any of the Colleteral to be livined upon under any legal process, permit anything to be done that may impair the security intended to be afforded by this agreement, permit the Colleteral to become attached to or comingled with other goods without the prior written consent of Bank.

Debtor will keep the Collateral in good condition and reper and will pay and discharge all laxes. levies and other impositions levied thereon as well as the cost of repeirs to or maintenance of same, and will not permit anything to be done that may imper the value of any of the Collaboral If Debtor fails to pay such sums, Bank may do so fer Debtor's account and edd the amount thereof to the other amounts secured hereby.

Until default in any of the terms hereof, or the terms of any indebtedness secured hereby, or until Bank deems itself insecure, Debtor shall be entitled to possession of the Colleteral and to use the same in any lawful manner provided that such use does not cause excessive weer and tear to the Colleteral, cause it to decline in value at an excessive rate, or violate the terms of any policy of insurance thereon

Debtor will not allow the Collateral to be attached to real estate in such manner as to become a fixture or a part of any real estate

If any of the collateral is inventory, accounts, contract rights or general intangibles Debter additionally warrants and egrees as follows

So long as Debter is not in default hereunder. Debter shall have the right to process and sell Debter's inventory in the regular course of business. Bank a security interest hereunder shall stack to all proceeds of all sales or other dispositions of the Collateral. If at any time any such proceeds shall be represented by any instruments, chartel paper or documents of title shall be promptly delivered to Bank and included in the security interest granted hereby. If at any time any of Debter's inventory is represented by any document of title such document of title will be promptly delivered to Bank and included in the security interest granted hereby.

By the execution of this Security Agreement, Bank shall not be obligated to do and perform any of the acts or things provided in the contracts overed hereby to be done or performed by Debtor. But if there is a default by Debtor in the perment of any amount due on any indebtedness secured eraby the Bank may, at its election, perform some or all of the obbligations provided in sed contracts to be performed by Debtor, and it Bank indicates any hability or expenses by reacon thereof, some shall be payable by Debtor upon demand and same shall also be secured by this Agreement

Debtor will on request from Bank submit to Bank Duplicate copies of all invoices on outstanding accounts subject to Bank is security interest.

Bank shall have the right to notify the account debtors obligated on any or all of Debtor's accounts receivable to make payment thereof direct to Bank, and to take control of all proceeds of any such accounts receivable, which right Bank may exercise at any time whether or not the Debtor is then in default hereunder or was theretodror making collections therein. Until such time as Bank elects to exercise such right by making to Debtor written notice thereof. Debtor is surfacilities, and either remittences in payment of inventory sold, or in payment or on account or Debtor is accounts receivable of all chacks defails, each, and other remittences in payment of inventory sold, or in payment or on account of Debtor is accounts receivable of dischable to the payment of inventory sold, or in payment or inventory sold, and in a second to execute the execution of the payment of inventory sold, or in payment or an account or accounts receivable of dischable to the payment of inventory sold in the payment of inventory sold or in payment or inventory sold or in a second sold or inventory sold or in a payment of inventory sold or i

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ENTILERS ENLIMITED INC I'E TAXES 1981 Started account with deposits of \$10.00 11/30/81 90.00 Disbursements: South Central Bell Bank Charge -80.00 - 5 08 \$ 14.92 Bank balance as of 12/31/81 INCOME TAXES LETTERS UNLIMTED 1982 Check book balance - January 1, 1982 \$ 14.92 Receipts for lease equipment 4,750.00 Money that was deposited into account from BB? 11,9/2./8 TOTAL \$16,687 /0

Disbursements.

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一分的 医红 地名人名英格兰 经存货工作人 人名英格兰姓氏 医人名英格兰

 South Central Bell
 277.20

 Supplies
 769.95

 Business Tax license
 77.00

 Employee taxes
 340.13

 Maintenance
 4,104.94

 Salaries
 1,000.00

 Payment on bank loan
 8,683.49

 Bank service charges
 52.74

TOTAL -\$15,305.45

Check book balance 12/31/82

\$ 1,382.25

\$ 211.32

LETTERS UNLIMITED INCLAE LAXES 1983 Check Book Balance -Jan 1, 1983 \$ 1,382.25 Receipts for Lease Equipment \$ 11,400.00 \$ 12,782.25 Total Disbursements: Interest on Business Indebtness (Bank Loans) \$ 1,952.40 Principal paid to bank on loans 7,031.42 Repairs and Maintenance; (machine service contracts) 3,539.61 Taxes: County Business tax \$32.50 Metro Business tax \$15.00 47.50 Total \$-12,570.93

Check Book balance 12/31/83

_FTTERS UNLIMITED INCOME TAXES 1984 Check book balance - Jan. 1, 1984 \$ 211.32 Receipts for lease equipment \$11,400 00 Loan from DS \$ 9,127.85 Total \$20,739.17 Disbursements: Interest on business indebtedness (bank luans) \$ 1,344 21 Principal paid to bank on loans \$13,614 24 Repairs and Maintenance.
(machine service contracts) \$ 3,505.54 County business tax \$18 50 . Metro business tax \$15.00 \$ 33.50 <u>5 _ . 3.49 _ _ .</u> Bank charges Total disbursements -\$18,500 98

Check book balance 12/31/84

\$ 2,238 19



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| JOSTA CASH BRUANCE | 9,335.5 | 3,624 4. | 254.23 | ŝ |
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| i.kes & Liceses Bank & Miscellaneous Fees Income Tax Payment | .16.53 46.05 400.00 | 3 | 2,206,35 | 7 41 |
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| (4) | Supplies and Miscellarious |
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| (6) | Donations |
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Sincerely,

TOTAL \$469.09

Bill Boner

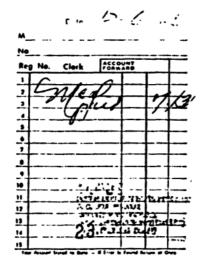
Receipts attached

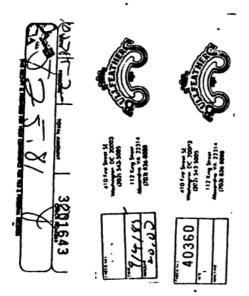
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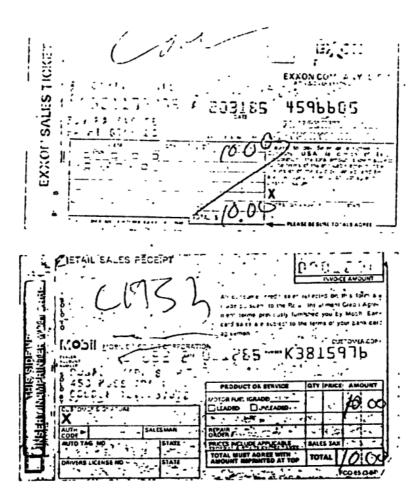
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CASH SALE PREPRY REDST - PUMP 7 REGULAR \$10 60

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RE-ELECT CONGRESSMAN BILL BONER-1966 PO BOX 60685 NASHVILLE, TN 37208

Nashville City Bank

PAY TO THE Bill Boner

782 86 <u>-57 5</u> 11 January 16 \$.469.09

Reim. for const. ent. parking, cas & etc.

41. 1.11

Mr. Michael R. Armstrong Treasurer Re-Elect Bill Boner Congressmar. P.O. Box 60685 Nashville, TN 37206

Dear Mike:

Please reimburse me for the following expenses:

- (2) Donations and memberships......\$200.00 10.00;10.00;10.00;50.00;20.00;25.00; 15.00;50.00:10.00

TOTAL \$355.56

Thank you.

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Sincerely,

Bill Boner

receipts attached

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SATURDAY, MAY 17, 1986—9pm-1am OPRYLAND HOTEL BALLROOM 2800 OPRYLAND DRIVE ADMISSION—TWO PERSONS \$10.00

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Mr. Michael R. Armstrong Treasurer Re-Elect Bill Boner Congressman P.O. Box 60685 Nashville, TN 37206

Dear Mike:

Please reimburse me for the following excenses:

| (1) | Food\$ 135.98 17.99; 24.44; 16.65; 40.59; 10.86; 25.45 |
|-----|---|
| (2) | Parking 6.75 2.25; 4.50 |
| (3) | Travel in district |
| (4) | Donations |
| (5) | Video Equipment repair |
| (6) | Reception expenses |
| (7) | Constituent presentations |
| | TOTAL \$1,779.68 |

Thank you.

Sincerely,

Bill Boner

receipts enclosed

| L | | 540.59 | |
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| Café La Ruche | CFCFC 12.4N F+210-+65-2664 | NIH TE FLINT F-ONE 468 1155 | \ |
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