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CLIENT/MATTER NUMBER
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May 19, 2014

Office of General Counsel
Federal Election Commission
999 E Street, NW
Washington, D.C. 20463

MUR # **6823**

RECEIVED
FEDERAL ELECTION
COMMISSION
2014 MAY 19 PM 2:44
OFFICE OF GENERAL
COUNSEL

Re: Supplement to Complaint Against Respondents
Mississippi Conservatives, and its treasurer, Brian
Perry, both individually and in his capacity as
treasurer of Mississippi Conservatives, Trustmark
National Bank and Mr. Harry Walker, President of
Trustmark Bank

To Whom It May Concern:

On Thursday, May 15, 2014, Tea Party Patriots Citizens Fund ("TPPCF") filed a Complaint with the Federal Election Commission ("FEC") against Mississippi Conservatives, an independent expenditures only PAC ("the PAC"), its treasurer, Brian Perry, Trustmark National Bank, located in Jackson, MS, and its President, Harry M. Walker (collectively "Respondents") pursuant to 2 U.S.C. §437g(a)(1) and 11 C.F.R. § 111.4, for the Respondents' knowing and willful violation of 2 U.S.C. §441b which prohibits a national bank from contributing to any political committee.

It has become increasingly clear that Respondents are deliberately *refusing* to disclose information required by law to be publicly reported to the FEC: namely, the identity of any 'guarantor' or 'endorser' of a loan to a federal political committee. 11 C.F.R. §100.82(c) and §104.3(a)(4)(iv). Respondents have filed *four* false FEC reports in an effort to hide the identity of the source of the \$250,000 guarantor, as more fully described below.

TPPCF supplements its initial FEC complaint against Respondents for their ongoing willful violations of the Federal Election Campaign Act of 1971, as amended ("the Act" or "FECA") and the regulations of the FEC: for failing to disclose the identity of the source of the guarantor of the \$250,000 loan to the PAC, for filing deliberately false FEC reports, for Trustmark National Bank's illegal contribution to the PAC – all in direct violation of federal law.

BOSTON
BRUSSELS
CHICAGO
DETROIT

JACKSONVILLE
LOS ANGELES
MADISON
MIAMI

MILWAUKEE
NEW YORK
ORLANDO
SACRAMENTO

SAN DIEGO
SAN FRANCISCO
SHANGHAI
SILICON VALLEY

TALLAHASSEE
TAMPA
TOKYO
WASHINGTON, D.C.

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Facts of the Violation(s).

Respondents have been engaged in an 'evolving' explanation of the Trustmark 'loan' after being confronted last week by TPPCF with their unlawful conduct.

News reports in the past several days have confirmed that the decisions to *not* disclose the existence of the certificate of deposit and now, to hide the identity of the source/owner of the certificate of deposit have been conscious and deliberate.

"Respondent Perry, in an interview with the Jackson, Mississippi Clarion-Ledger, disclosed that the "loan is secured by collateral. That collateral, he told the local paper, is via a certificate of deposit that belongs to a third party who Perry will not identify".

See <http://www.breitbart.com/Big-Government/2014/05/15/Exclusive-Tea-Party-Patriots-Files-FEC-Complaint-Against-Cochran-s-Super-PAC-Trustmark-Bank-Over-Allegedly-Illegal-Loan>, accessed May 18, 2014.

Respondent Perry has repeatedly refused to identify the owner of the "cash" purportedly 'securing' the \$250,000 bank 'loan'.

"When asked if the certificate of deposit belonged to the PAC or to someone else, Perry said 'someone else,'" the Clarion-Ledger's Sam Hall wrote on Thursday afternoon. "He declined to reveal who owns the certificate of deposit."

See <http://www.clarionledger.com/story/dailyledes/2014/05/15/tea-party-patriots-file-fec-complaint-mississippi-conservatives/9130573/> accessed May 18, 2014.

Roll Call reported on May 15, 2014:

"Bank Loan to Super PAC Backed by CD of an Anonymous Person (updated)
By Kent Cooper, Posted at 4:33 p.m. on May 15
<http://blogs.rollcall.com/moneyline/bank-loan-to-super-pac-backed-by-cd-of-an-anonymous-person/?dcz=> accessed May 18, 2014.

"Bank Loan to SuperPAC Backed by CD of Anonymous Person"
(updated)
<http://bernsreport.gotnewswire.com/news/bank-loan-to-super-pac-backed-by-cd-of-an-anonymous-person-updated>. Accessed May 18, 2014.

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The Clarion-Ledger reported:

"Pro-Cochran PAC Silent Owner of CD Backing Loan"

"The \$250,000 loan granted to the Mississippi Conservatives PAC is secured by a certificate of deposit belonging to an unidentified third party, according to the organization's executive director."

"Brian Perry, the director of the PAC supporting U.S. Sen. Thad Cochran, said in an interview with The Clarion-Ledger that Trustmark National Bank granted the loan based on collateral provided through a certificate of deposit, and all appropriate paperwork was filed with the FEC. When asked if the certificate of deposit belonged to the PAC or to someone else, Perry said "someone else." He declined to reveal who owns the certificate of deposit." (emphasis added)

<http://www.clarionledger.com/story/dailyledes/2014/05/15/mississippi-conservatives-pac-loan-cd/9134015/> accessed May 18, 2014.

On Saturday, May 17, 2014, subsequent to TPPCF's filing of the FEC complaint, and following the numerous press reports regarding the existence of the cash collateral, Respondent PAC again amended its 2014 April Quarterly FEC report to disclose, for the first time, that the 'loan' from Trustmark National Bank is 'secured' by a \$250,000 certificate of deposit.

Attached to this Supplement are the four *false* FEC filings of Mississippi Conservatives:

- Exhibit A: Schedule C and C-1 to April Quarterly FEC Report, filed April 15, 2014
- Exhibit B: Schedule C and C-1 & promissory note, filed April 30, 2014
- Exhibit C: Schedule C and C-1 to amended April Quarterly FEC Report, filed May 12, 2014
- Exhibit D: Schedule C and C-1 to amended April Quarterly, filed May 17, 2014

Notwithstanding these repeated FEC filings, Respondents still refuse to disclose on *any* of the filings the identity of the owner and/or source of the \$250,000 certificate of deposit. It is *illegal* to fail to disclose any guarantor or endorser of a loan to a federal political committee; Respondents are deliberately withholding that information.

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It is obvious that Respondents are engaged in a concerted effort to file false reports with the Federal Election Commission in furtherance of their scheme to conceal the identity of their mystery donor.

TPPCF reiterates the facts of its initial Complaint, restating that the 'loan' from Trustmark National Bank does not comply with federal law requirements for permissible loans from a national bank to a political committee, and hereby supplements its initial Complaint to incorporate the additional facts that have become known in the last five days.

TPPCF respectfully requests a full investigation into the source(s) of funding of the collateral made available to the PAC and the willful refusal of Respondents to disclose the identity of the funding source(s).

Applicable Law:

1. A loan 'collateralized' by a certificate of deposit must still comply with FEC regulations by the filing by the bank of a perfected security interest in the collateral; otherwise, it is not in compliance with federal law and the bank 'loan' is converted into a contribution.

As outlined in the original FEC complaint, there are two permissible procedures under the FEC regulations to ensure that a loan from a national bank to a political committee is not converted into a contribution by operation of law:

- 1) the bank must retain a perfected security interest in clearly identified collateral, with a UCC-1 filed of public record, *or*
- 2) the committee must pledge future contributions, with an established special account for receiving the contributions. See 11 C.F.R. §100.82.

Neither of those procedures have been followed in this case, as repeatedly confirmed by Respondents to the media since TPPCF filed its FEC complaint last week.

Instead, we have now learned that there is "collateral"....a \$250,000 certificate of deposit. That fact was not disclosed on Schedule C or C-1 of Respondents' original 2014 April Quarterly FEC report (See Exhibit A), nor was it disclosed on the subsequent FEC filing on April 30, 2014 (See Exhibit B) nor on its amended April 2014 Quarterly Report filed on May 12, 2014 (See Exhibit C). Not until the *fourth* filing in one month's time – on May 17, 2014 – did the PAC acknowledge the existence of *any* collateral on its FEC filing schedule (See Exhibit D).

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FEC regulations outline the permissible sources of collateral for a loan from a national bank to a political committee, to-wit: "Sources of collateral include, but are not limited to, ownership in real estate, personal property, goods, negotiable instruments, certificates of deposit, chattel papers, stocks, accounts receivable and cash on deposit." 11 C.F.R. §100.82(e)(1)(i).

And *only* if the bank perfects its security interest in the collateral pledged to the bank will that loan be deemed to be one that has been made in the ordinary course of business or in a manner that assures repayment.

"11 C.F.R. §100.82(e). *Made on a basis that assures repayment.* A loan, including a line of credit, shall be considered made on a basis that assures repayment if it is obtained using either of the sources of repayment described in paragraphs (e)(1) or (2) of this section, or a combination of paragraphs (e)(1) and (2) of this section:

(1)(i) The lending institution making the loan has perfected a security interest in collateral owned by the ... political committee receiving the loan, the fair market value of the collateral is equal to or greater than the loan amount and any senior liens as determined on the date of the loan, and the ... political committee provides documentation to show that the lending institution has a perfected security interest in the collateral..." (emphasis added)

No UCC-1 has been filed, no perfected security interest in the certificate of deposit has been provided either to the FEC or to the filing authorities in Jackson, MS and no documentation exists to demonstrate a perfected security interest in the asset. Clearly that has not been done because Respondents are hiding the identity of the source of the collateral.

Failing all of these requirements, the loan is converted into a contribution in violation of 2 U.S.C. §441b.

2. The owner of a certificate of deposit pledged as collateral for the Trustmark 'loan' is a guarantor; endorser and guarantors of loans to federal political committees are deemed by FEC regulations to be donors, subject to disclosure

Respondents remarkably seem to believe that someone who provided a quarter million dollars to the PAC to run attack ads against Sen. Cochran's primary opponent is not a 'guarantor' and is, therefore, not a donor to the PAC subject to public disclosure. Such flaunting of federal law is astonishing.

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The term "guaranty" is not a complicated concept to understand. A certificate of deposit pledged against a loan serves as a 'guaranty' in the event the loan is not repaid. Knowing that the certificate of deposit is a 'guaranty' does not require a law degree or banking experience.

Merriam-Webster's dictionary defines guaranty as "an undertaking to answer for the payment of a debt or the performance of a duty of another in case of the other's default or miscarriage." See <http://www.merriam-webster.com/dictionary/guaranty>. Accessed May 18, 2014.

Black's Law Dictionary defines guaranty as "A promise to answer for payment of debt or performance of obligation if person liable in first instance fails to make payment or perform obligation." BLACK'S LAW DICTIONARY 634, 5TH Edition (1981).

In other words, the pledge of a certificate of deposit as collateral for the Trustmark 'loan' to the PAC is a guaranty – and the owner of the CD is a guarantor.

Surely Respondents Trustmark National Bank and its CEO Harry Walker with decades of experience in the banking industry do not claim ignorance of such a basic tenet of banking law and procedures as 'guaranty'.

Endorsers and guarantors of loans to a federal PAC are deemed to have *contributed* the value of the guaranty:

"(c). *Endorsers and guarantors.* Each endorser or guarantor shall be deemed to have contributed that portion of the total amount of the loan for which he or she agreed to be liable in a written agreement... Any reduction in the unpaid balance of the loan shall reduce proportionately the amount endorsed or guaranteed by each endorser or guarantor in such written agreement. In the event that such agreement does not stipulate the portion of the loan for which each endorser or guarantor is liable, the loan shall be considered a contribution by each endorser or guarantor in the same proportion to the unpaid balance that each endorser or guarantor bears to the total number of endorsers or guarantors." 11 C.F.R. §100.82(c).

The FEC regulations treat guarantors as *contributors*, subject to the disclosure requirements applicable to donors of more than \$200 in a calendar year. 11 C.F.R §104.3(a)(4)(i). Further, the FEC reporting regulations *specifically* require disclosure of endorsers and guarantors of loans.

"(4) *Itemization of receipts for all political committees including authorized and unauthorized committees.* The identification (as defined at §

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100.12 of this chapter) of each contributor and the aggregate year-to-date (or aggregate election-cycle-to-date, in the case of an authorized committee) total for such contributor in each of the following categories shall be reported. ... (iv) Each person who makes a loan to the reporting committee ..., during the reporting period, together with the identification of any endorser or guarantor of such loan, the date such loan was made and the amount or value of such loan;" 11 C.F.R. §104.3(a)(4)(iv).

The very idea that these Respondents believe they can escape disclosure of the 'mystery \$250,000 donor(s)/guarantor(s)' is appalling. And illegal.

3. Respondents have deliberately filed *four* false FEC reports and failure to file an accurate FEC report constitutes a continuing violation of federal law.

Respondents filed a false FEC report on April 15, 2014 when the PAC first failed to disclose the information required by law in its 2014 April Quarterly Report. Twice more, Respondents filed an identical false Schedule C and C-1, first on April 30, 2014 and again on May 12, 2014.

When contacted by the media regarding the apparent discrepancies, Respondents admitted that the FEC report(s) were inaccurate. "In response to the Roll Call story, both Trustmark's president Walker and Super PAC treasurer Brian Perry spoke to the Daily Beast—telling that website that the Roll Call story was based off inaccurate FEC filings.

"The loan doesn't have guarantors but is instead based on cash collateral," the Daily Beast's Ben Jacobs wrote, citing Perry. 'As a result, Perry said *the group is currently looking into whether to amend its FEC report to make that clear.*' "

<http://www.breitbart.com/Big-Government/2014/05/15/Exclusive-Tea-Party-Patriots-Files-FEC-Complaint-Against-Cochran-s-Super-PAC-Trustmark-Bank-Over-Allegedly-Illegal-Loan> accessed May 18, 2014.

Respondents attested *three times*, under penalty of perjury, that the loan was 'unsecured' (See Reports filed April 15, 2014; Miscellaneous Report filed on April 30, 2014; and Second Amended Report filed on May 12, 2014).

Not until May 17, 2014, *after* TPPCF filed its FEC Complaint, did Respondents acknowledge that the loan is 'secured'. Yet, Respondents have still failed to comply with FEC regulations to a) disclose the guarantor's identity(s) and b) file a UCC-1 statement perfecting the bank's security interest in the collateral.

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Respondents have repeatedly filed false information on the PAC's Schedule C-1, responding to the FEC's questions in the following manner:

1. *Are other parties secondarily liable for the debt incurred? (Endorses and guarantors must be reported on Schedule C).*

April 15, 2014:	No
April 30, 2014:	No
May 12, 2014:	No
May 18, 2014:	No

2. *Are any of the following pledged as collateral for the loan: real estate, personal property, goods, negotiable instruments, certificates of deposit, chattel papers, stocks, accounts receivable, cash on deposit, or other traditional collateral?*

April 15, 2014:	No
April 30, 2014:	No
May 12, 2014:	No
May 18, 2014:	Yes

3. *What is the value of the collateral?*

April 15, 2014:	0.00
April 30, 2014:	0.00
May 12, 2014:	0.00
May 18, 2014:	\$250,000

But note: even while acknowledging (finally) that collateral does exist, Respondents assert that the Bank has a perfected security interest in the collateral, which is required by FEC regulations. See Exhibit D, May 17, 2014 Third Amended April Quarterly FEC Report. *But where is the UCC-1 filed of record in Jackson, MS?* Until the UCC-1 is filed, the Bank's security interest is *not* perfected. Yet another false statement to the FEC.

Failing to accurately file reportable information to the FEC, not once, but *four* times is a serious offense. Respondents have not filed these false reports accidentally. This is a concerted effort to disguise the identity of a \$250,000 donor.

4. Respondents Trustmark National Bank and its CEO Harry Walker are fully aware of the requirements under federal law for legal – and illegal – loans to political candidates and committees. Failure to abide by the law has serious legal penalties for the bank and any officer or agent who authorizes the illegal loan.

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Respondent Harry Walker told reporters that he was aware of the loan and his name appears as the signor on the loan. See Exhibits A, B, C and D.

In fact, Respondent Walker indicated his knowledge that national banks are, indeed, subject to specific regulations regarding loans to political committees. ("Walker, the bank president and bank official who signed for the loan, Jacobs wrote, "scoffed at the notion" there could be foul play here saying "most national political banks are pretty careful on political loans." <http://www.breitbart.com/Big-Government/2014/05/15/Exclusive-Tea-Party-Patriots-Files-FEC-Complaint-Against-Cochran-s-Super-PAC-Trustmark-Bank-Over-Allegedly-Illegal-Loan> Accessed May 18, 2014.)

Respondents Walker and Trustmark National Bank are intricately involved in the scheme to avoid disclosure of the identity of the owner of the cash collateral – and must be subjected to the most rigorous scrutiny and penalties for their involvement in the making of the illegal loan and the conspiracy to file false FEC reports in their zeal to disregard the disclosure requirements under federal law.

5. The offenses and violations set forth in the TPPCF Complaint and this supplement are not inadvertent or *de minimis*; the amounts are in excess of \$25,000 and the violations are deliberate and the most severe penalties should be imposed on the perpetrators of these illegal actions.

FECA provides for severe punishment of knowing and willful violations of the campaign finance law involving amounts in excess of Twenty-Five Thousand Dollars (\$25,000). See 2 U.S.C. §437g(d)(1)(A) ("Any person who knowingly and willfully commits a violation of any provision of this Act which involves the making, receiving, or reporting of any contribution, donation or expenditure- (i) aggregating \$25,000 or more during a calendar year shall be fined under title 18, United States Code, or imprisoned for not more than 5 years, or both;")

Respondents, each of them, have acted in concert to deliberately, knowingly and willfully violate the prohibition against contributions by national banks to federal political committees and they are continuing to fail to disclose information required by federal law.

All those involved in hatching and implementing this unlawful scheme and their knowing and willful multiple violations of federal law must be punished.

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Conclusion.

Upon information and belief, and based upon the facts set forth above, Respondents Mississippi Conservatives, its treasurer, Brian Perry, Trustmark National Bank, located in Jackson, MS, and its President, Harry M. Walker have, each of them, individually and collectively, violated the Federal Election Campaign Act of 1971, as amended, and TPPCF hereby supplements its May 15, 2014 Complaint¹ against Respondents as indicated herein.

Please contact me if you have further questions (202) 295-4081.

Respectfully Submitted,

Cleta Ditchell

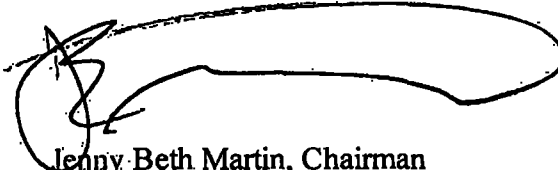
**Cleta Mitchell, Counsel
Tea Party Patriots Citizens Fund
Complainant**

¹ TPPCF noted after filing its May 15, 2014 Complaint against Respondents that in two places in the document, TPPCF inadvertently referred to Respondent Mississippi Conservatives as Mississippi 'Citizens'. That scrivener's error is hereby corrected. All references to Respondent Mississippi Conservatives should be styled in that manner.

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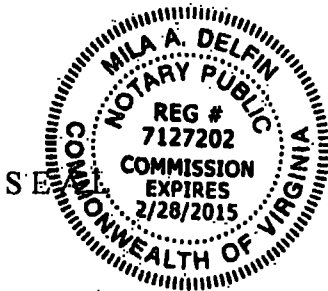
Statement of TPPCF Chairman Jenny Beth Martin

I am the Chairman of the Tea Party Patriots Citizens Fund and hereby affirm and state under penalty of perjury that the above and foregoing statements are true and correct to the best of my knowledge and belief.

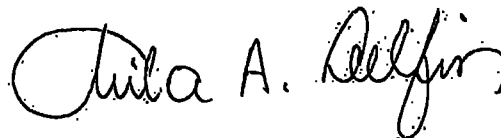


Jenny Beth Martin, Chairman
Tea Party Patriots Citizens Fund
1025 Rose Creek Dr.
Ste 620-322
Woodstock GA 30189

Before me this 19 day of May, 2014, appeared Jenny Beth Martin and under penalty of perjury did swear and affirm that the above and foregoing facts are true and correct to the best of her knowledge and belief.



My Commission Expires: 2/28/15



Notary Public

Arlington, VA
Reg # 7127202
May 19, 2014

EXHIBIT A

**April 2014 FEC Quarterly Report
Schedule C & C-1
Filed 4-15-2014**

16044404501

Image# 14960721050

**FEC
FORM 3X****REPORT OF RECEIPTS
AND DISBURSEMENTS**
For Other Than An Authorized Committee

Office Use Only

1. NAME OF COMMITTEE (in full) TYPE OR PRINT ▼ Example: If typing, type over the lines. 12FE4M5

Mississippi Conservatives

ADDRESS (number and street) PO Box 2096

Check if different than previously reported. (ACC) Jackson MS 39225 -

2. FEC IDENTIFICATION NUMBER ▼ CITY ▲ STATE ▲ ZIP CODE ▲

C C00554774 3. IS THIS REPORT X NEW (N) OR AMENDED (A)

4. TYPE OF REPORT (Choose One)

(a) Quarterly Reports:

X April 15 Quarterly Report (Q1)

July 15 Quarterly Report (Q2)

October 15 Quarterly Report (Q3)

January 31 Year-End Report (YE)

July 31 Mid-Year Report (Non-election Year Only) (MY)

Termination Report (TER)

(b) Monthly Report Due On:

Feb 20 (M2) May 20 (M5) Aug 20 (M8) Nov 20 (M11) (Non-Election Year Only)

Mar 20 (M3) Jun 20 (M6) Sep 20 (M9) Dec 20 (M12) (Non-Election Year Only)

Apr 20 (M4) Jul 20 (M7) Oct 20 (M10) Jan 31 (YE)

(c) 12-Day PRE-Election Report for the:

Primary (12P) General (12G) Runoff (12R)

Convention (12C) Special (12S)

Election on M M / D D / Y Y Y Y in the State of

(d) 30-Day POST-Election Report for the:

General (30G) Runoff (30R) Special (30S)

Election on M M / D D / Y Y Y Y in the State of

5. Covering Period 01 01 2014 through 03 31 2014

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

Type or Print Name of Treasurer Mr. Brian Perry

Signature of Treasurer Mr. Brian Perry [Electronically Filed] Date 04 15 2014

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

Office
Use
Only**FEC FORM 3X**
Rev. 12/2004

SCHEDULE C (FEC Form 3X)**LOANS**Use separate schedule(s)
for each category of the
Detailed Summary Page

PAGE 25 OF 32

FOR LINE 13 OF FORM 3X

NAME OF COMMITTEE (In Full)

Mississippi Conservatives

Transaction ID : SC/10.4227

LOAN SOURCE Full Name (Last, First, Middle Initial)

Trustmark Bank

Election:

☐ Primary☐ General☐ Other (specify) ▼

Mailing Address 190 E Capitol St.

City Jackson

State MS

ZIP Code 39201

Original Amount of Loan

250150.00

Cumulative Payment To Date

20000.00

Balance Outstanding at Close of This Period

230150.00

TERMS

Date Incurred

M / D / Y
01 / 29 / 2014

Date Due

M / D / Y
06/03/14

Interest Rate

2.86

% (apr)

Secured:

☐ Yes☒ No**List All Endorsers or Guarantors (if any) to Loan Source**

1. Full Name (Last, First, Middle Initial)

Name of Employer

Mailing Address

Occupation

City

State

ZIP Code

Amount

Guaranteed
Outstanding:

2. Full Name (Last, First, Middle Initial)

Name of Employer

Mailing Address

Occupation

City

State

ZIP Code

Amount

Guaranteed
Outstanding:

3. Full Name (Last, First, Middle Initial)

Name of Employer

Mailing Address

Occupation

City

State

ZIP Code

Amount

Guaranteed
Outstanding:

4. Full Name (Last, First, Middle Initial)

Name of Employer

Mailing Address

Occupation

City

State

ZIP Code

Amount

Guaranteed
Outstanding:**SUBTOTALS** This Period This Page (optional):..... ►

230150.00

TOTALS This Period (last page in this line only):..... ►

230150.00

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

1400444044404

SCHEDULE C-1 (FEC Form 3X)

LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS

Federal Election Commission, Washington, D.C. 20463

Supplementary for
Information found on
Page ____ of Schedule C

NAME OF COMMITTEE (In Full) Mississippi Conservatives		Transaction ID : SC/10.4227.SC1		FEC IDENTIFICATION NUMBER C C00554774	
LENDING INSTITUTION (LENDER) Full Name Trustmark Bank		Amount of Loan 250150.00		Interest Rate (APR) 2.86 %	
Mailing Address 190 E Capitol St.		Date Incurred or Established 01 / 29 / 2014		Date Due 06/03/14	
City Jackson	State MS	Zip Code 39201	Back Ref SC/10.4227		
<p>A. Has loan been restructured? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, date originally incurred</p> <p>B. If line of credit, Total Outstanding Balance: Amount of this Draw: , , ,</p> <p>C. Are other parties secondarily liable for the debt incurred? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Endorsers and guarantors must be reported on Schedule C.)</p> <p>D. Are any of the following pledged as collateral for the loan: real estate, personal property, goods, negotiable instruments, certificates of deposit, chattel papers, stocks, accounts receivable, cash on deposit, or other similar traditional collateral? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, specify: _____</p> <p>What is the value of this collateral? 0.00</p> <p>Does the lender have a perfected security interest in it? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes</p> <p>E. Are any future contributions or future receipts of interest income, pledged as collateral for the loan? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, specify: _____</p> <p>What is the estimated value? 0.00</p> <p>A depository account must be established pursuant to 11 CFR 100.82(e)(2) and 100.142(e)(2). Date account established: _____</p> <p>Location of account: Address: _____ City, State, Zip: _____</p> <p>F. If neither of the types of collateral described above was pledged for this loan, or if the amount pledged does not equal or exceed the loan amount, state the basis upon which this loan was made and the basis on which it assures repayment.</p>					
G. COMMITTEE TREASURER Typed Name Mr. Brian Perry Signature _____			DATE 04 / 15 / 2014		
H. Attach a signed copy of the loan agreement.					
<p>I. TO BE SIGNED BY THE LENDING INSTITUTION:</p> <p>I. To the best of this institution's knowledge, the terms of the loan and other information regarding the extension of the loan are accurate as stated above.</p> <p>II. The loan was made on terms and conditions (including interest rate) no more favorable at the time than those imposed for similar extensions of credit to other borrowers of comparable credit worthiness.</p> <p>III. This institution is aware of the requirement that a loan must be made on a basis which assures repayment, and has complied with the requirements set forth at 11 CFR 100.82 and 100.142 in making this loan.</p>					
AUTHORIZED REPRESENTATIVE Typed Name Mr. Harry Walker Signature Mr. Harry Walker			<p>[Electronically Filed]</p> <p>DATE 01 / 29 / 2014</p> <p>Title President</p>		

14960721075

EXHIBIT B
Misc. Report to FEC
Schedule C & C-1
With Promissory Note
Filed 4-30-2014

SCHEDULE C (FEC Form 3X)
LOANS

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

PAGE 25 OF 32

FOR LINE 13 OF FORM 3X

NAME OF COMMITTEE (In Full)
Mississippi Conservatives

Transaction ID: SC/10.4227

LOAN SOURCE Full Name (Last, First, Middle Initial)
Truemark Bank

Election:

☐ Primary
☐ General
☐ Other (specify) ▼

Mailing Address 190 E Capitol St.

City Jackson

State MS

ZIP Code 39201

Original Amount of Loan

Cumulative Payment To Date

Balance Outstanding at Close of This Period

250150.00

20000.00

230150.00

TERMS

Date Incurred

Date Due

Interest Rate

Secured:

01

29

2014

08/03/14

2.88

% (apr)

☐ Yes ☒ No

List All Endorsers or Guarantors (If any) to Loan Source

1. Full Name (Last, First, Middle Initial)

Name of Employer

Mailing Address

Occupation

City

State

ZIP Code

Amount
Guaranteed
Outstanding:

2. Full Name (Last, First, Middle Initial)

Name of Employer

Mailing Address

Occupation

City

State

ZIP Code

Amount
Guaranteed
Outstanding:

3. Full Name (Last, First, Middle Initial)

Name of Employer

Mailing Address

Occupation

City

State

ZIP Code

Amount
Guaranteed
Outstanding:

4. Full Name (Last, First, Middle Initial)

Name of Employer

Mailing Address

Occupation

City

State

ZIP Code

Amount
Guaranteed
Outstanding:

SUBTOTALS This Period This Page (optional)

230150.00

TOTALS This Period (last page in this line only)

230150.00

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

14031232188

SCHEDULE C-1 (FEC Form 3X)

LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS

RECEIVED

Supplementary for
information found on
Page of Schedule C

Federal Election Commission, Washington, D.C. 20463

2014 APR 30 08:18:25

NAME OF COMMITTEE (In Full) Mississippi Conservatives		Transaction ID: SC/10.4227.SC1		FEC IDENTIFICATION NUMBER C00554774	
LENDING INSTITUTION (LENDER) Full Name Trustmark Bank		Amount of Loan 250150.00		Interest Rate (APR) 2.88 %	
Mailing Address 190 E Capitol St		Date Incurred or Established 01 / 29 / 2014		Date Due 08/03/14	
City Jackson	State MS	Zip Code 39201	Back Ref SC/10.4227		

A. Has loan been restructured? ☒ No ☐ Yes If yes, date originally incurred

B. If line of credit, Amount of this Draw: Total Outstanding Balance:

C. Are other parties secondarily liable for the debt incurred?
☒ No ☐ Yes (Endorsers and guarantors must be reported on Schedule C.)D. Are any of the following pledged as collateral for the loan: real estate, personal property, goods, negotiable instruments, certificates of deposit, chattel papers, stocks, accounts receivable, cash on deposit, or other similar traditional collateral?
☒ No ☐ Yes If yes, specify: What is the value of this collateral?
0.00E. Are any future contributions or future receipts of interest income pledged as collateral for the loan? ☒ No ☐ Yes If yes, specify: What is the estimated value?
0.00

A depository account must be established pursuant to 11 CFR 100.82(o)(2) and 100.142(e)(2).

Location of account:

Address:

Date account established:

City, State, Zip:

F. If neither of the types of collateral described above was pledged for this loan, or if the amount pledged does not equal or exceed the loan amount, state the basis upon which this loan was made and the basis on which it assures repayment.

G. COMMITTEE TREASURER
Typed Name **Mr. Brian Perry** DATE **01 / 29 / 2014**
Signature *[Signature]*

H. Attach a signed copy of the loan agreement.

I. TO BE SIGNED BY THE LENDING INSTITUTION:
I. To the best of this institution's knowledge, the terms of the loan and other information regarding the extension of the loan are accurate as stated above.
II. The loan was made on terms and conditions (including interest rate) no more favorable at the time than those imposed for similar extensions of credit to other borrowers of comparable credit worthiness.
III. This institution is aware of the requirement that a loan must be made on a basis which assures repayment, and has complied with the requirements set forth at 11 CFR 100.82 and 100.142 in making this loan.

AUTHORIZED REPRESENTATIVE Typed Name Mr. Harry Walker DATE 01 / 29 / 2014 Signature <i>[Signature]</i> Title Pres Central Miss.	
--	--

14031232187



5010

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Cell - Coll	Account	Officer	Initials
6250,156.00	01-29-2014	06-03-2014	28743474-69647			#17	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing ***** has been omitted due to text length limitations.

Borrower: Mississippi Conservatives
P.O. Box 2086
Jackson, MS 39225

Lender: Trustmark National Bank
Jackson Main Office
214 E. Capitol Street, P.O. Box 291
Jackson, MS 39205

Principal Amount: \$250,150.00**Date of Note: January 29, 2014**

PROMISE TO PAY. Mississippi Conservatives ("Borrower") promises to pay to Trustmark National Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Two Hundred Fifty Thousand One Hundred Fifty & 00/100 Dollars (\$250,150.00), together with interest on the unpaid principal balance from January 29, 2014, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 2.651% per annum based on a year of 360 days, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. Borrower will pay this loan in one principal payment of \$250,150.00 plus interest on June 3, 2014. This payment due on June 3, 2014, will be for full principal and all accrued interest not yet paid. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 360/360 basis; that is, by applying the rate of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated in this Note.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is marked with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Trustmark National Bank, Attn: Loan Operations, P.O. Box 1182, Jackson, MS 39205.

LATE CHARGE. If a payment is 15 days or more late, Borrower will be charged 4.000% of the unpaid portion of the regularly scheduled payment or \$5.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the total sum due under this Note will continue to accrue interest at the interest rate under this Note.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Foreclosure Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing this loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or foreclosure proceeding and if Borrower gives Lender written notice of the creditor or foreclosure proceeding and deposits with Lender monies or a surety bond for the creditor or foreclosure proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party, of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Change in Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospects of payment or performance of this Note is impaired.

Insolvency. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due; and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appraisal. If not prohibited by applicable law, Borrower also will pay any court costs in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Mississippi without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Mississippi.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any other accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or offset all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Note is secured by the following collateral described in the security instrument listed herein: certificates of deposit described in an Assignment of Deposit Account dated January 29, 2014.

UNANNOUNCED
14031232189

FINANCIAL STATEMENTS. The Borrower and/or Grantor agree to provide financial information as lender may require from time to time.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon the Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Borrower may notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: Trustmark National Bank Attn: Credit Operations, P. O. Box 291 Jackson, MS 39206.


GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not effect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, any party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER

MISSISSIPPI CONSERVATIVES

By: 
Brian N. Perry, Executive Director of Mississippi
Conservatives

ATTEST:

Secretary or Assistant Secretary

(Corporate Seal)

14031232190



9250

CORPORATE RESOLUTION TO BORROW / GRANT COLLATERAL

Principal	Loan Date	Maturity	Loan No	Co. / Co:	Account	Officer	Initials
\$250,150.00	01-29-2014	06-03-2014	28743474-69647			117	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Corporation: Mississippi Conservatives
P.O. Box 2096
Jackson, MS 39225

Lender: Trustmark National Bank
Jackson Main Office
248 E. Capitol Street, P O Box 291
Jackson, MS 39205

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

THE CORPORATION'S EXISTENCE. The complete and correct name of the Corporation is Mississippi Conservatives ("Corporation"). The Corporation is a non-profit corporation which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Mississippi. The Corporation is duly authorized to transact business in all other states in which the Corporation is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Corporation is doing business. Specifically, the Corporation is, and at all times shall be, duly qualified as a foreign corporation in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. The Corporation has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Corporation maintains an office at 1125 Poplar Blvd, Jackson, MS 39202. Unless the Corporation has designated otherwise in writing, the principal office is the office at which the Corporation keeps its books and records. The Corporation will notify Lender prior to any change in the location of the Corporation's state of organization or any change in the Corporation's name. The Corporation shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees, of any governmental or quasi-governmental authority or court applicable to the Corporation and the Corporation's business activities.

RESOLUTIONS ADOPTED. At a meeting of the Directors of the Corporation, or if the Corporation is a close corporation having no Board of Directors then at a meeting of the Corporation's shareholders, duly called and held on _____, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Resolution were adopted.

OFFICER. The following named person is an officer of Mississippi Conservatives:

NAMES**TITLES****AUTHORIZED****ACTUAL SIGNATURES**

Brian M. Petry

Executive Director

X

ACTIONS AUTHORIZED. The authorized person listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Corporation. Specifically, but without limitation, the authorized person is authorized, empowered, and directed to do the following for and on behalf of the Corporation:

Borrow Money. To borrow, as a cosigner or otherwise, from time to time from Lender, on such terms as may be agreed upon between the Corporation and Lender, such sum or sums of money as in his or her judgment should be borrowed, without limitation.

Execute Notes. To execute and deliver to Lender the promissory note or notes, or other evidence of the Corporation's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Corporation's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

Grant Security. To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Corporation or in which the Corporation now or hereafter may have an interest, including without limitation all of the Corporation's real property and all of the Corporation's personal property (tangible or intangible), as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Corporation to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

Execute Security Documents. To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances.

Negotiate Items. To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Corporation or in which the Corporation may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Corporation's account with Lender, or to cause such other disposition of the proceeds derived therefrom as he or she may deem advisable.

Further Acts. In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements, including agreements waiving the right to a trial by jury, as the officer may in his or her discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Resolution.

ASSUMED BUSINESS NAMES. The Corporation has filed or recorded all documents or filings required by law relating to all assumed business names used by the Corporation. Excluding the name of the Corporation, the following is a complete list of all assumed business names under which the Corporation does business: None.

NOTICES TO LENDER. The Corporation will promptly notify Lender in writing at Lender's address shown above (or such other addresses as

14031232191

CORPORATE RESOLUTION TO BORROW / GRANT COLLATERAL

Loan No: 28743474-89847

(Continued)

Page 2

Lender may designate from time to time prior to any (A) change in the Corporation's name; (B) change in the Corporation's assumed business name(s); (C) change in the management of the Corporation; (D) change in the authorized signer(s); (E) change in the Corporation's principal office address; (F) change in the Corporation's state of organization; (G) conversion of the Corporation to a new or different type of business entity; or (H) change in any other aspect of the Corporation that directly or indirectly relates to any agreements between the Corporation and Lender. No change in the Corporation's name or state of organization will take effect until after Lender has received notice.

CERTIFICATION CONCERNING OFFICERS AND RESOLUTIONS. The officer named above is duly elected, appointed, or employed by or for the Corporation, as the case may be, and occupies the position set opposite his or her respective name. This Resolution now stands of record on the books of the Corporation, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

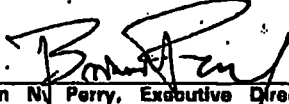
NO CORPORATE SEAL. The Corporation has no corporate seal, and therefore, no seal is affixed to this Resolution.

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Corporation's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, I have hereunto set my hand and attest that the signature set opposite this name listed above is his or her genuine signature.

I have read all the provisions of this Resolution, and I personally and on behalf of the Corporation certify that all statements and representations made in this Resolution are true and correct. This Corporate Resolution to Borrow / Grant Collateral is dated January 29, 2014.

CERTIFIED TO AND ATTESTED BY:

x 
Brian M. Perry, Executive Director of Mississippi
Conservatives

NOTE: If the officer signing this Resolution is designated by the foregoing document as one of the officers authorized to act on the Corporation's behalf, it is advisable to have this Resolution signed by at least one non-authorized officer of the Corporation.

14031232192

ERRORS AND OMISSIONS AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call Col:	Account	Officer	Initials
\$250,150.00	01-29-2014	06-03-2014	28743474-69847			117	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "****" has been omitted due to text length limitations.

Borrower: Mississippi Conservatives
P.O. Box 2096
Jackson, MS 39225

Lender: Trustmark National Bank
Jackson Main Office
248 E. Capitol Street, P O Box 291
Jackson, MS 39205

LOAN NO.: 28743474-69847

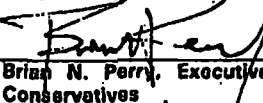
The undersigned Borrower for and in consideration of the above-referenced Lender funding the closing of this loan agrees, if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for clerical errors, any or all loan closing documentation if deemed necessary or desirable in the reasonable discretion of Lender to enable Lender to sell, convey, seek guaranty or market said loan to any entity, including but not limited to an investor, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Federal Housing Authority or the Department of Veterans Affairs.

The undersigned Borrower does hereby so agree and covenant in order to assure that this loan documentation executed this date will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by Lender of its interest in and to said loan documentation.

DATED effective this January 29, 2014

BORROWER:

MISSISSIPPI CONSERVATIVES

By: 
Brian N. Perry, Executive Director of Mississippi
Conservatives

Sworn to and subscribed before me this _____ day of _____, 20____.

X _____
(Notary Public)

My Commission Expires: _____

14031232193

14031232194

MS Conservatives
PO Box 2096
Jackson, MS 39225




RECEIVED
2014 APR 30 AM 8:2
FEC MAIL CENTE

Federal Election Commission
999 E Street NW
Washington DC 20463



Federal Election Commission
ENVELOPE REPLACEMENT PAGE FOR INCOMING DOCUMENTS
The FEC added this page to the end of this filing to indicate how it was received.

<input type="checkbox"/> Hand Delivered	Date of Receipt
<input checked="" type="checkbox"/> USPS First Class Mail	Postmarked
<input type="checkbox"/> USPS Registered/Certified	Postmarked (R/C)
<input type="checkbox"/> USPS Priority Mail	Postmarked
<input type="checkbox"/> USPS Priority Mail Express	Postmarked
<input type="checkbox"/> Postmark Illegible	
<input checked="" type="checkbox"/> No Postmark	
<input type="checkbox"/> Overnight Delivery Service (Specify):	Shipping Date
	Next Business Day Delivery <input type="checkbox"/>
<input type="checkbox"/> Received from House Records & Registration Office	Date of Receipt
<input type="checkbox"/> Received from Senate Public Records Office	Date of Receipt
<input type="checkbox"/> Received from Electronic Filing Office	Date of Receipt
<input type="checkbox"/> Other (Specify):	Date of Receipt or Postmarked


PREPARER
(8/2013)

4/30/14
DATE PREPARED

14004440081-
65123215071
12031232795

EXHIBIT C

**Amended April 2014 Quarterly FEC Report
Schedule C & C-1
Filed 5-12-2014**

1604740N4M9

Image# 14960886756

FEC
FORM 3XREPORT OF RECEIPTS
AND DISBURSEMENTS
For Other Than An Authorized Committee

Office Use Only

1. NAME OF
COMMITTEE (in full)

TYPE OR PRINT ▼

Example: If typing, type
over the lines.

12FE4M5

Mississippi Conservatives

ADDRESS (number and street)

PO Box 2096

Check if different
than previously
reported. (ACC)

Jackson

MS

39225

2. FEC IDENTIFICATION NUMBER ▼

CITY ▲

STATE ▲

ZIP CODE ▲

C C00554774

3. IS THIS
REPORTNEW
(N)

OR

X

AMENDED
(A)

4. TYPE OF REPORT

(Choose One)

(a) Quarterly Reports:

- X April 15
Quarterly Report (Q1)
- July 15
Quarterly Report (Q2)
- October 15
Quarterly Report (Q3)
- January 31
Year-End Report (YE)
- July 31 Mid-Year
Report (Non-election
Year Only) (MY)
- Termination Report
(TER)

(b) Monthly
Report
Due On:

Feb 20 (M2)

May 20 (M5)

Aug 20 (M8)

Nov 20 (M11)
(Non-Election
Year Only)

Mar 20 (M3)

Jun 20 (M6)

Sep 20 (M9)

Dec 20 (M12)
(Non-Election
Year Only)

Apr 20 (M4)

Jul 20 (M7)

Oct 20 (M10)

Jan 31 (YE)

(c) 12-Day
PRE-Election
Report for the:

Primary (12P)

General (12G)

Runoff (12R)

Convention (12C)

Special (12S)

Election on

In the
State of(d) 30-Day
POST-Election
Report for the:

General (30G)

Runoff (30R)

Special (30S)

Election on

In the
State of

5. Covering Period

01

01

2014

through

03

31

2014

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

Type or Print Name of Treasurer Mr. Brian Perry

Signature of Treasurer

Mr. Brian Perry

[Electronically Filed]

Date

05

12

2014

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

Office
Use
OnlyFEC FORM 3X
Rev. 12/2004

SCHEDULE C (FEC Form 3X)**LOANS**Use separate schedule(s)
for each category of the
Detailed Summary Page

PAGE 25 OF 32

FOR LINE 13 OF FORM 3X

NAME OF COMMITTEE (In Full)

Mississippi Conservatives

Transaction ID : SC/10.4227

LOAN SOURCE: Full Name (Last, First, Middle Initial)

Trustmark Bank

Election:

☐ Primary☐ General☐ Other (specify) ▼

Mailing Address 190 E Capitol St.

City Jackson

State MS

ZIP Code 39201

Original Amount of Loan

Cumulative Payment To Date

Balance Outstanding at Close of This Period

250150.00

20000.00

230150.00

TERMS

Date Incurred

Date Due

Interest Rate

Secured:

M M / D D / Y Y Y Y
01 / 29 / 2014M M / D D / Y Y Y Y
06/03/14

2.86

% (apr)

☐ Yes ☒ No

List All Endorsers or Guarantors (if any) to Loan Source

1. Full Name (Last, First, Middle Initial)

Name of Employer

Mailing Address

Occupation

City

State

ZIP Code

Amount
Guaranteed
Outstanding:

2. Full Name (Last, First, Middle Initial)

Name of Employer

Mailing Address

Occupation

City

State

ZIP Code

Amount
Guaranteed
Outstanding:

3. Full Name (Last, First, Middle Initial)

Name of Employer

Mailing Address

Occupation

City

State

ZIP Code

Amount
Guaranteed
Outstanding:

4. Full Name (Last, First, Middle Initial)

Name of Employer

Mailing Address

Occupation

City

State

ZIP Code

Amount
Guaranteed
Outstanding:

SUBTOTALS This Period This Page (optional) ▶

230150.00

TOTALS This Period (last page in this line only) ▶

230150.00

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

SCHEDULE C-1 (FEC Form 3X)**LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS**

Federal Election Commission, Washington, D.C. 20463

Supplementary for
Information found on
Page ____ of Schedule C

NAME OF COMMITTEE (In Full) Mississippi Conservatives		Transaction ID : SC/10.4227.SC1		FEC IDENTIFICATION NUMBER C C00554774	
LENDING INSTITUTION (LENDER) Full Name Trustmark Bank		Amount of Loan 250150.00		Interest Rate (APR) 2.86 %	
Mailing Address 190 E Capitol St.		Date Incurred or Established 01 29 2014		Date Due 06/03/14	
City Jackson	State MS	Zip Code 39201	Back Ref SC/10.4227		
<p>A. Has loan been restructured? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, date originally incurred _____</p> <p>B. If line of credit, Total Outstanding Balance: _____ Amount of this Draw: _____</p> <p>C. Are other parties secondarily liable for the debt incurred? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Endorsers and guarantors must be reported on Schedule C.)</p> <p>D. Are any of the following pledged as collateral for the loan: real estate, personal property, goods, negotiable instruments, certificates of deposit, chattel papers, stocks, accounts receivable, cash on deposit, or other similar traditional collateral? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, specify: _____</p> <p style="text-align: right;">What is the value of this collateral? 0.00</p> <p style="text-align: right;">Does the lender have a perfected security interest in it? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes</p> <p>E. Are any future contributions or future receipts of interest income, pledged as collateral for the loan? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, specify: _____</p> <p style="text-align: right;">What is the estimated value? 0.00</p> <p>A depository account must be established pursuant to 11 CFR 100.82(e)(2) and 100.142(e)(2). Location of account: _____ Date account established: _____ Address: _____ City, State, Zip: _____</p> <p>F. If neither of the types of collateral described above was pledged for this loan, or if the amount pledged does not equal or exceed the loan amount, state the basis upon which this loan was made and the basis on which it assures repayment.</p>					
G. COMMITTEE TREASURER Typed Name Mr. Brian Perry Signature _____				DATE 05 12 2014	
H. Attach a signed copy of the loan agreement.					
<p>I. TO BE SIGNED BY THE LENDING INSTITUTION:</p> <p>I. To the best of this institution's knowledge, the terms of the loan and other information regarding the extension of the loan are accurate as stated above.</p> <p>II. The loan was made on terms and conditions (including interest rate) no more favorable at the time than those imposed for similar extensions of credit to other borrowers of comparable credit worthiness.</p> <p>III. This institution is aware of the requirement that a loan must be made on a basis which assures repayment, and has complied with the requirements set forth at 11 CFR 100.82 and 100.142 in making this loan.</p>					
AUTHORIZED REPRESENTATIVE Typed Name Mr. Harry Walker Signature Mr. Harry Walker				DATE 01 29 2014	
Title President					

EXHIBIT D

**3d Amended April 2014 Quarterly FEC Report
Schedule C & C-1
Filed 5-1-2014**

1604440240
04420044001

Image# 14960908512

**FEC
FORM 3X****REPORT OF RECEIPTS
AND DISBURSEMENTS**
For Other Than An Authorized Committee

Office Use Only

1. NAME OF COMMITTEE (in full) TYPE OR PRINT ▼ Example: If typing, type over the lines. 12FE4M5

Mississippi Conservatives

ADDRESS (number and street)

PO Box 2098

Check if different
than previously
reported. (ACC)

Jackson

MS

39225

2. FEC IDENTIFICATION NUMBER ▼

CITY ▲

STATE ▲

ZIP CODE ▲

C C00554774

3. IS THIS
REPORTNEW
(N) ORX AMENDED
(A)4. TYPE OF REPORT
(Choose One)

(a) Quarterly Reports:

- X April 15
Quarterly Report (Q1)
- July 15
Quarterly Report (Q2)
- October 15
Quarterly Report (Q3)
- January 31
Year-End Report (YE)
- July 31 Mid-Year
Report (Non-election
Year Only) (MY)
- Termination Report
(TER)

(b) Monthly
Report
Due On:

Feb 20 (M2)

May 20 (M5)

Aug 20 (M8)

Nov 20 (M11)
(Non-Election
Year Only)

Mar 20 (M3)

Jun 20 (M6)

Sep 20 (M9)

Dec 20 (M12)
(Non-Election
Year Only)

Apr 20 (M4)

Jul 20 (M7)

Oct 20 (M10)

Jan 31 (YE)

(c) 12-Day
PRE-Election
Report for the:

Primary (12P)

General (12G)

Runoff (12R)

Convention (12C)

Special (12S)

Election on

In the
State of(d) 30-Day
POST-Election
Report for the:

General (30G)

Runoff (30R)

Special (30S)

Election on

In the
State of

5. Covering Period

01

01

2014

through

03

31

2014

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

Type or Print Name of Treasurer Mr. Brian Perry

Signature of Treasurer

Mr. Brian Perry

[Electronically Filed]

Date

05

17

2014

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

Office
Use
Only**FEC FORM 3X**
Rev. 12/2004

16044402441

SCHEDULE C (FEC Form 3X)**LOANS**Use separate schedule(s)
for each category of the
Detailed Summary Page

PAGE 25 OF 32

FOR LINE 13 OF FORM 3X

NAME OF COMMITTEE (In Full)
Mississippi Conservatives

Transaction ID : SC/10.4227

LOAN SOURCE Full Name (Last, First, Middle Initial)

Trustmark Bank

Election:☐ Primary☐ General☐ Other (specify) ▼

Mailing Address 190 E Capitol St.

City Jackson

State MS

ZIP Code 39201

Original Amount of Loan

Cumulative Payment To Date

Balance Outstanding at Close of This Period

250150.00

20000.00

230150.00

TERMS

Date Incurred

Date Due

Interest Rate

Secured:

01 / 29 / 2014

06/03/14

2.86

% (apr)

☒ Yes ☐ No**List All Endorsers or Guarantors (if any) to Loan Source**

1. Full Name (Last, First, Middle Initial)

Name of Employer

Mailing Address

Occupation

City

State

ZIP Code

Amount

Guaranteed
Outstanding:

2. Full Name (Last, First, Middle Initial)

Name of Employer

Mailing Address

Occupation

City

State

ZIP Code

Amount

Guaranteed
Outstanding:

3. Full Name (Last, First, Middle Initial)

Name of Employer

Mailing Address

Occupation

City

State

ZIP Code

Amount

Guaranteed
Outstanding:

4. Full Name (Last, First, Middle Initial)

Name of Employer

Mailing Address

Occupation

City

State

ZIP Code

Amount

Guaranteed
Outstanding:

SUBTOTALS This Period This Page (optional)..... ►

230150.00

TOTALS This Period (last page in this line only)..... ►

230150.00

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1604402442

SCHEDULE C-1 (FEC Form 3X)

LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS

Federal Election Commission, Washington, D.C. 20463

Supplementary for
Information found on
Page ____ of Schedule C

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