## The Caterpillar Employee Political Action Committee

## 100 N.E. Adams Street Peoria, Illinois 61629-1430



December 4, 2008

Federal Election Commission Mail Room 999 E Street, NW Washington, DC 20463

Dear Sir or Madam:

Enclosed is the signed original Schedule C-1 filed electronically on December 4, 2008 for The Caterpillar Employee Political Action Committee (COO148031). Please let me know if you have any questions.

Sincerely,

Vit Hary

Gary Vest Treasurer



SCHED	ULE C-1 (FEC Form 3X)	RECEIVED C MAIL CENTER		Supplementary for			
LOANS	Information found on						
Federal Ele	ection Commission, Washington, D.C. 20463 7m?	<u>DEC - 8 AN ID: 21</u>		Page of Schedule C			
1	F COMMITTEE (In Full)		FEC	IDENTIFICATION NUMBER			
The Cat	The Caterpillar Employee Political Action Committee						
LENDING	INSTITUTION (LENDER)	Amount of Loan		Interest Rate (APR)			
	Equity First Credit Union	\$35,	000.00	<u>6.50</u> %			
Mailing Ad Busines	ddress s Services Department 7900 N. University	Date Incurred or Established	10	17 2008			
City Peoria	State Zip Code IL 61615	Date Due	12	15 2008			
	as loan been restructured? 📝 No 🗌 Yes	If yes, date originally incurre	d				
•	nount of this Draw:		 	, محمد با محمد با محمد با محمد المحمد ال المحمد المحمد المحمد المحمد المحمد			
C. A	Are other parties secondarily liable for the debt incu No Yes (Endorsers and guarantors	urred? must be reported on Schedule C	.)				
pro	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?			What is the value of this collateral?			
	✓     No     Yes     If yes, specify:			Does the lender have a perfected security			
			interest in if	? JJ No   Yes			
	re any future contributions or future receipts of inter- plateral for the loan? $\checkmark$ No $\square$ Yes If yes,	rest income, pledged as specify:	, 1994) 	?     ✓     No     Yes       estimated value?       State			
- - - A			What is the	estimated value?			
	depository account must be established pursuant 11 CFR 100.82(e)(2) and 100.142(e)(2). Date account established:	specify:	What is the	estimated value?			
- - - A	depository account must be established pursuant 11 CFR 100.82(e)(2) and 100.142(e)(2).	Location of account: First Bank Address:	What is the	estimated value?			
- CO - A to	depository account must be established pursuant 11 CFR 100.82(e)(2) and 100.142(e)(2). Date account established:	specify: Location of account: First Bank Address: 230 SW Adams Streey Suite City, State, Zip: <u>Peoria, II</u> was pledged for this loan, or if th	What is the	estimated value?			
F. If G. CC	Adepository account must be established pursuant 11 CFR 100.82(e)(2) and 100.142(e)(2). Date account established: 1011 / 011 / 1993 neither of the types of collateral described above we e loan amount, state the basis upon which this loa OMMITTEE TREASURER	specify: Location of account: First Bank Address: 230 SW Adams Streey Suite City, State, Zip: <u>Peoria, II</u> was pledged for this loan, or if th	What is the	estimated value?			
F. If G. CC	depository account must be established pursuant 11 CFR 100.82(e)(2) and 100.142(e)(2). Date account established: $\begin{bmatrix} 0 \\ 0 \\ 1 \end{bmatrix} \begin{pmatrix} 0 \\ 0 \\ 0 \\ 1 \end{bmatrix} \begin{pmatrix} 0 \\ 0 \\ 0 \\ 1 \end{pmatrix} \begin{pmatrix} 0 \\ 0 \\ 0 \\ 1 \end{pmatrix} \begin{pmatrix} 0 \\ 0 \\ 0 \\ 0 \\ 1 \end{pmatrix} \begin{pmatrix} 0 \\ 0 \\ 0 \\ 0 \\ 0 \\ 0 \\ 0 \\ 0 \\ 0 \\ 0$	specify: Location of account: First Bank Address: 230 SW Adams Streey Suite City, State, Zip: <u>Peoria, II</u> was pledged for this loan, or if th	What is the	estimated value?			
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G. CC F. If G. CC Ty Si H. A	Adepository account must be established pursuant         11 CFR 100.82(e)(2) and 100.142(e)(2).         Date account established:            100111001110011000000000000000	specify:	What is the	estimated value? dged does not equal or exceed s repayment. 04 2008			
G. CC F. If G. CC Ty Si H. A I. T	Adepository account must be established pursuant         11 CFR 100.82(e)(2) and 100.142(e)(2).         Date account established:         1001<	specify:	What is the	estimated value? dged does not equal or exceed s repayment. 024 ing the extension of the loan e time than those imposed for			
G. CC F. If the G. CC Ty Si H. A I. T	Adepository account must be established pursuant         11 CFR 100.82(e)(2) and 100.142(e)(2).         Date account established:            •••••••••••••••••••••••••••••	specify:	What is the	estimated value? dged does not equal or exceed s repayment. 024 ing the extension of the loan e time than those imposed for			
F. If G. CC Ty I. T	Adepository account must be established pursuant         11 CFR 100.82(e)(2) and 100.142(e)(2).         Date account established:         Image:	specify:	What is the	estimated value? dged does not equal or exceed s repayment. 024 ing the extension of the loan e time than those imposed for			

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			ove are for Lender's		hit the applica	bility of this do	cument to any particula		
B	Borrower:	Caterpillar Employ 100 NE Adams St Peoria, IL 61629	/ees' Political Actio		Lender:	Citizena Businea 7900 N.	Equity First Credit U s Services Departmen University L 61615		
_	LOAN TYPE.	This is a Fixed Rat	e (6.500%) Nondiscl	osable Loan to an Unir	corporated A	ssociation for	\$35,000.00 due on Dec	ember 15, 200	)8.
		IRPOSE OF LOAN.	The primary purpos	e of this loan is for:					
	Ľ	Personal, Family,	or Household Purp	oses or Personal Inv	estment.				
	X	Business.							
	SPECIFIC PL	IRPOSE. The speci	fic purpose of this lo	an is: Short term need	for working a	apital.			
	DISBURSEM	ENT INSTRUCTION	S. Borrower unders		ceeds will be	-	il all of Lender's conditi	ions for making	g the loan
			<b>)isbursements:</b> 000.00 To be disbur	sed as Borrower direct	5	\$35	6,000.00		
5		Note P	rincipal:			\$35	,000.00		
280399430	INFORMATIC BORROWER AUTHORIZA BORROWER	ON PROVIDED AE 'S FINANCIAL CO TION IS DATED OC	OVE IS TRUE A INDITION AS DISC TOBER 15, 2008.	ND CORRECT AND	THAT THE	ERE HAS B	AND WARRANTS EEN NO MATERIAL INANCIAL STATEME	ADVERSE	CHANGE IN
	By: Döuglas	P. Crew, Gov. Affa	irs Manger of Cate	rpillar					

Employees' Rolltical Action Committee

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FEC MAN, CENTER

## ASSOCIATION RESOLUTION



Principal \$35.000.00	Loan Date 10-15-2008	Maturity 12-15-2008			/Coll Accou	nt Officer Initials XMM
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.						
Association: Caterpillar Employees' Political Action Committee 100 NE Adams Street Peoria, IL 61629 Lender: Citizens Equity First Credit Union Business Services Department 7900 N. University Peoria, IL 61615						

## I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

THE ASSOCIATION'S EXISTENCE. The complete and correct name of the Association is Caterpillar Employees' Political Action Committee ("Association"). The Association is an organization 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 Illinois. The Association is duly authorized to transact business in all other states in which the Association is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Association is doing business. Specifically, the Association is, and at all times shall be, duly qualified as a foreign association in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. The Association 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 Association maintains an office at 100 NE Adams Street, Peoria, IL 61629. Unless the Association has designated otherwise in writing, the principal office is the office at which the Association keeps its books and records. The Association 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 Association and the Association's business activities.

**RESOLUTIONS ADOPTED.** At a meeting of the officers of the Association, duly called and held on **August 21, 2008**, 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.

00	OFFICER. The following name	. The following named person is an officer of Caterpillar Employees' Political Action Committee:					
5	NAMES	TITLES	AUTHORIZED	n Committee: ACTUAL SIGNATURIES			
C) M	Douglas P. Crew	Gov. Affairs Manger	Y X				
and so its				S. 10			

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

- **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 Association 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 Association'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 Association'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 Association or in which the Association now or hereafter may have an interest, including without limitation all of the Association's real property and all of the Association'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 Association 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 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 Association or in which the Association may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Association'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 and confessing judgment against the Association, 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 Association has filed or recorded all documents or filings required by law relating to all assumed business names used by the Association. Excluding the name of the Association, the following is a complete list of all assumed business names under which the Association does business: None.

NOTICES TO LENDER. The Association will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Association's name; (B) change in the Association's assumed business name(s); (C) change in the structure of the Association; (D) change in the authorized signer(s); (E) change in the Association's principal office address; (F) change in the Association's state of organization; (G) conversion of the Association to a new or different type of business entity; or (H) change in any other aspect of the Association that directly or indirectly relates to any agreements between the Association and Lender. No change in the Association'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 Association, as the case may be, and occupies the position set opposite his or her respective name. This Resolution now stands of record on the

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books of the Association, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

**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 Association'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 the 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 Association certify that all statements and representations made in this Resolution are true and correct. This Association Resolution is dated October 15, 2008.

**CERTIFIED TO AND ATTESTED BY** 20 ä<u>r</u> Y Douglas P. Crew, Goy, Affairs Manger of Caterpillar Employees' Political Action Committee

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

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•	PROMIS	SORY NOT	Έ	COPY
Principa \$35,000.0			/ Coll / 12	Account Officer Initials XMM
Refere	nces in the boxes above are for Lender's use only and do Any item above containing ***** has	not limit the applicabilit been omitted due to te	y of this documen xt length limitation	n to any particular loan or item. Is.
Borrower:	Caterpillar Employees' Political Action Committee 100 NE Adams Street Peoria, IL 61629	Lender:		
-	Amount: \$35,000.00 Interes O PAY. Caterpillar Employees' Political Action Com	st Rate: 6.500% mittee ("Borrower")		Date of Note: October 15, 2008 y to Citizens Equity First Credit Union

("Lender"), or order, in lawful money of the United States of America, the principal amount of Thirty-five Thousand & 00/100 Dollars (\$35,000.00), together with interest at the rate of 6.500% per annum on the unpaid principal balance from October 15, 2008, 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 \$35,000.00 plus interest on December 15, 2008. This payment due on December 15, 2008, will be for all 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 unpaid collection costs. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the annual interest rate over the number of days in a year, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

**PREPAYMENT.** 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

CD indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction Lin of a disputed amount must be mailed or delivered to: Citizens Equity First Credit Union, Business Services Department, 7900 N. University, Peoria, IL

C) 61615.

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NI INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by 4.000 green percentage points. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

**O** 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.

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 organization, 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 Forfeiture 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 the 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 forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture 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.

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

Insecurity. 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 appeals. 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 walve 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 Illinois without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Illinois.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Peoria County, State of Illinois.

CONFESSION OF JUDGMENT. Borrower hereby irrevocably authorizes and empowers any attorney-at-law to appear in any court of record and to confess judgment against Borrower for the unpaid amount of this Note as evidenced by an affidavit signed by an officer of Lender setting forth the

amount then due, attorneys' fees plus costs of suit, and to release all errors, and waive all rights of appeal. If a copy of this Note, verified by an affidavit, shall have been filed in the proceeding, it will not be necessary to file the original as a warrant of attorney. Borrower waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect. No single exercise of the foregoing warrant and power to confess judgment will be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be invalid, voidable, or void; but the power will continue undiminished and may be exercised from time to time as Lender may elect until all amounts owing on this Note have been paid in full. Borrower hereby waives and releases any and all claims or causes of action which Borrower might have against any attorney acting under the terms of authority which Borrower has granted herein arising out of or connected with the confession of judgment hereunder.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$15.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

STATUTORY LIEN. Borrower agrees that all loan advances under this Note are secured by all shares and deposits in all joint and individual accounts Borrower has with Lender now and in the future. Borrower authorizes Lender, to the extent permitted by applicable law, to apply the balance in these accounts to pay any amounts due under this Note when Borrower is in default under this Note. Shares and deposits in an Individual Retirement Account and any other account that would lose special tax treatment under state or federal law if given as security are not subject to the security interest Borrower has given in Borrower's shares and deposits.

COLLATERAL. This loan is unsecured.

FINANCIAL INFORMATION. Borrower agrees to furnish Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

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

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect 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, no 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

in 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.

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

(7) BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

Ø BORROWER: M C 00 **CATERPILLAR EMPLOYEES' POLITICAI ACTION COMMITTEE**  $\sim$ By: Douglas P. Crew, Gov. Affairs Manger of Caterpillar **Employees' Political Action Committee** 

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Federal Election Co ENVELOPE REPLACEMENT PAGE FC The FEC added this page to the end of this fil	OR INCOMING DOCUMENTS
Hand Delivered	Date of Receipt
USPS First Class Mail	Postmarked
USPS Registered/Certified	Postmarked (R/C)
USPS Priority Mail	Postmarked
Delivery Confirmation <sup>™</sup> or Si	gnature Confirmation <sup>™</sup> Label
USPS Express Mail	Postmarked *
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No Postmark	
Overnight Delivery Service (Specify):	VPS Shipping Date
	Next Business Day Delivery
Received from House Records & Registration	Date of Receipt on Office
Received from Senate Public Records Offic	Date of Receipt e
Received from Electronic Filing Office	Date of Receipt
Other (Specify):	Date of Receipt or Postmarked
Eð-	12/8/08
PREPARER (3/2005)	DATE PREPARED

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