

November 11, 2014

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Ms. Carolina Mongeon  
Senior Campaign Finance Analyst  
Reports Analysis Division  
Federal Election Commission  
999 E Street NW  
Washington, DC 20463

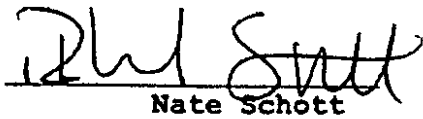
Ms. Mongeon:

Joe Carr for Senate (FEC ID# C00541904) is filing the attached amendments for our Q3 '13, Q4 '13, Q1 '14, Q2 '14, pre-primary, and Q3 '14 filings. Also, please find the attached document clarifying the transaction between the Carr for Senate Campaign and Life Watch Pharmacy.

Originally, the transaction was filed as a loan. You will find in the attached documentation that this was incorrect. The transaction in question was in fact an investment.

In addition, previous filings had the original transaction occurring in October of 2013. The original transaction actually occurred in July of 2013. This was simply a memory error. You will find the appropriate revisions in the attached amendments and documents.

Sincerely,

  
Nate Schott

Nate Schott, Treasurer  
Joe Carr for US Senate

Encls.

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## SECURED INVESTMENT

\$200,000.00

July 26, 2013

FOR VALUE RECEIVED, and in consideration for Holder's (defined below) investment in Life Watch Pharmacy, LLC, a Delaware limited liability company ("Maker"), Maker promises to pay to the order of Carr for Congress (together with any subsequent holder hereof, "Holder"), the sum of \$200,000.00 (the "Investment"), together with interest thereon at the rate set forth below; provided that in no event shall the interest and charges payable in respect to the Investment exceed the maximum lawful rate.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein, the parties agree as follows:

1. Maturity. All outstanding principal under this Investment shall become immediately due and payable on May 15, 2014 (the "Maturity Date").

2. Interest. Interest shall accrue on the principal sum of this Investment at a rate of 7% (seven percent) per annum, and shall be payable on the Maturity Date.

3. Prepayment. This Investment may be prepaid in whole or in part, at any time, without penalty or premium.

4. Pledge. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the obligations evidenced by this Investment (the "Obligations"), Maker grants to Holder a security interest in and to all of its right, title and interest in the following assets, whether now owned or hereafter acquired: (a) Accounts, (b) Chattel Paper, (c) Deposit Accounts, (d) Documents, (e) Equipment, (f) Fixtures, (g) General Intangibles, (h) goods not otherwise described herein with greater particularity, (i) Instruments, (j) Inventory, (k) Investment Property, (l) Letter-of-Credit Rights, (m) furniture, (n) money, (o) oil, gas and other minerals, including as-extracted collateral and (p) any Proceeds, products, substitutions or replacements for any of the foregoing (collectively, the "Collateral"). All capitalized terms in this paragraph that are not otherwise defined herein shall have the meanings set forth in the Uniform Commercial Code of the applicable jurisdiction ("UCC").

5. Application of Payments. All payments received by the Company shall be applied (i) first, to any interest or other charges due with respect to this Investment, and (ii) second, to the principal then-outstanding.

6. Default and Remedies.

(a) Default. Maker will be in default under this Investment upon the occurrence of one or more of the following (each, an "Event of Default"): (i) the failure of Maker to make a payment of principal hereunder when due, or (ii) Maker's breach of any other covenant or agreement under this Investment.

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(b) Remedies. Upon the occurrence of an Event of Default, the Company (i) may declare the entire principal sum thereon immediately due and payable, (ii) take possession of, hold, collect, sell, lease, deliver, grant options to purchase or otherwise retain, liquidate or dispose of all or any portion of the Collateral, and (iii) exercise any and all remedies provided under applicable law. Maker accepts and agrees that this Investment is a full recourse Investment and that the Company may exercise any and all remedies available to it under law.

7. Waivers. MAKER WAIVES DILIGENCE, PRESENTMENT, PROTEST AND DEMAND AND ALSO NOTICE OF DISHONOR OF THIS INVESTMENT, AND EXPRESSLY AGREES THAT THIS INVESTMENT, OR ANY PAYMENT HEREUNDER, MAY BE EXTENDED FROM TIME TO TIME WITHOUT NOTICE, ALL WITHOUT IN ANY WAY AFFECTING THE LIABILITY OF MAKER OR ANY ENDORSERS OR GUARANTORS HEREOF. NO EXTENSION OF TIME FOR THE PAYMENT OF THIS INVESTMENT, OR ANY INSTALLMENT HEREOF, AGREED TO BY THE COMPANY WITH ANY PERSON NOW OR HEREAFTER LIABLE FOR THE PAYMENT OF THIS INVESTMENT, SHALL AFFECT THE ORIGINAL LIABILITY OF MAKER UNDER THIS INVESTMENT, EVEN IF MAKER IS NOT A PARTY TO SUCH AGREEMENT.

8. Miscellaneous. This Investment may be modified only by a written agreement executed by Maker and Holder. This Investment shall be governed by Tennessee state law, without regard to the conflict of law principles thereof. The terms of this Investment shall inure to the benefit of and bind Maker and Holder and their respective heirs, legal representatives and successors and assigns. Time is of the essence with respect to all matters set forth in this Investment. If this Investment is destroyed, lost or stolen, Maker will deliver a new Investment to Holder on the same terms and conditions as this Investment, with a notation of the unpaid principal and accrued and unpaid interest in substitution of the prior Investment. Holder shall furnish to Maker reasonable evidence that the Investment was destroyed, lost or stolen and any security or indemnity that may be reasonably required by Maker in connection with the replacement of this Investment.

IN WITNESS WHEREOF, Maker has executed this Investment as of the date and year first above written.

MAKER:

LIFE WATCH PHARMACY, LLC



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# FEC FORM 3

## REPORT OF RECEIPTS AND DISBURSEMENTS For An Authorized Committee

RECEIVED  
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14 DEC -9 AM 10:28  
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1. NAME OF COMMITTEE (in full) TYPE OR PRINT ▼

Example: If typing, type over the lines.

12FE4M5

JOE CARR FOR SENATE

ADDRESS (number and street)

PO BOX 192

Check if different than previously reported. (ACC)

LASCASSAS

TN

37085

2. FEC IDENTIFICATION NUMBER ▼

CITY ▲

STATE ▲

ZIP CODE ▲

STATE ▼ DISTRICT

C C00541904

3. IS THIS REPORT

NEW (N)

OR

AMENDED (A)

TN

4. TYPE OF REPORT (Choose One)

(a) Quarterly Reports:

April 15 Quarterly Report (Q1)

July 15 Quarterly Report (Q2)

October 15 Quarterly Report (Q3)

January 31 Year-End Report (YE)

Termination Report (TER)

(b) 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 Y

in the State of

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

General (30G)

Runoff (30R)

Special (30S)

Election on

M M /

D D /

Y Y Y Y Y

in the State of

5. Covering Period

M M / D D / Y Y Y Y Y  
07 01 2013

through

M M / D D / Y Y Y Y Y  
09 30 2013

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 Nate Schott

Signature of Treasurer Nate Schott

Date

M M / D D / Y Y Y Y Y  
11 11 2014

D D / Y Y Y Y Y  
11 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 3  
(Revised 02/2003)

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**SUMMARY PAGE**  
of Receipts and Disbursements

Write or Type Committee Name  
**JOE CARR FOR SENATE**

Report Covering the Period: From: **MM 07 / DD 01 / YYYY 2013** To: **MM 09 / DD 30 / YYYY 2013**

	COLUMN A This Period	COLUMN B Election Cycle-to-Date
<b>6. Net Contributions (other than loans)</b>		
(a) Total Contributions (other than loans) (from Line 11(e)) ...	52276.98	357980.98
(b) Total Contribution Refunds (from Line 20(d)) ..	1000.00	1000.00
(c) Net Contributions (other than loans) (subtract Line 6(b) from Line 6(a))...	51276.98	356980.98
<b>7. Net Operating Expenditures</b>		
(a) Total Operating Expenditures (from Line 17) ..	42079.35	72775.07
(b) Total Offsets to Operating Expenditures (from Line 14)...	0.00	0.00
(c) Net Operating Expenditures (subtract Line 7(b) from Line 7(a)) ...	42079.35	72775.07
<b>8. Cash on Hand at Close of Reporting Period (from Line 27)...</b>	124263.54	
<b>9. Debts and Obligations Owed TO the Committee (Itemize all on Schedule C and/or Schedule D) ...</b>	0.00	
<b>10. Debts and Obligations Owed BY the Committee (Itemize all on Schedule C and/or Schedule D) ...</b>	0.00	

**For further information contact:**

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

Toll Free 800-424-9530  
Local 202-694-1100

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**DETAILED SUMMARY PAGE**  
of Receipts

FEC Form 3 (Revised 12/2003)

PAGE 3 / 33

Write or Type Committee Name

**JOE CARR FOR SENATE**

Report Covering the Period: From: M M / D D / Y Y Y Y 07 / 01 / 2013 To: M M / D D / Y Y Y Y 09 / 30 / 2013

**I. RECEIPTS**

**COLUMN A**  
Total This Period

**COLUMN B**  
Election Cycle-to-Date

**11. CONTRIBUTIONS (other than loans) FROM:**

(a) Individuals/Persons Other Than Political Committees

(i) Itemized (use Schedule A)...

(ii) Unitemized .....

(iii) TOTAL of contributions from individuals .

(b) Political Party Committees...

(c) Other Political Committees (such as PACs)...

(d) The Candidate .....

(e) TOTAL CONTRIBUTIONS (other than loans) (add Lines 11(a)(iii), (b), (c), and (d))...

39210.00
12791.98
52001.98
0.00
275.00
0.00
52276.98

326610.00
20345.98
346955.98
0.00
11025.00
0.00
357980.98

**12. TRANSFERS FROM OTHER AUTHORIZED COMMITTEES ..**

0.00
------

0.00
------

**13. LOANS:**

(a) Made or Guaranteed by the Candidate...

(b) All Other Loans...

(c) TOTAL LOANS (add Lines 13(a) and (b))...

0.00
0.00
0.00

0.00
0.00
0.00

**14. OFFSETS TO OPERATING EXPENDITURES (Refunds, Rebates, etc.) ..**

0.00
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0.00
------

**15. OTHER RECEIPTS (Dividends, Interest, etc.) .....**

0.00
------

0.00
------

**16. TOTAL RECEIPTS (add Lines 11(e), 12, 13(c), 14, and 15) (Carry Total to Line 24, page 4)...**

52276.98
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357980.98
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**DETAILED SUMMARY PAGE**  
of Disbursements

FEC Form 3 (Revised 02/2003)

PAGE 4 / 33

II. DISBURSEMENTS	COLUMN A Total This Period	COLUMN B Election Cycle-to-Date
17. OPERATING EXPENDITURES...	42079.35	72775.07
18. TRANSFERS TO OTHER AUTHORIZED COMMITTEES ..	0.00	0.00
19. LOAN REPAYMENTS:		
(a) Of Loans Made or Guaranteed by the Candidate...	0.00	0.00
(b) Of All Other Loans .....	0.00	0.00
(c) TOTAL LOAN REPAYMENTS (add Lines 19(a) and (b))...	0.00	0.00
20. REFUNDS OF CONTRIBUTIONS TO:		
(a) Individuals/Persons Other Than Political Committees ...	1000.00	1000.00
(b) Political Party Committees...	0.00	0.00
(c) Other Political Committees (such as PACs) ...	0.00	0.00
(d) TOTAL CONTRIBUTION REFUNDS (add Lines 20(a), (b), and (c))...	1000.00	1000.00
21. OTHER DISBURSEMENTS ...	200000.00	200000.00
22. TOTAL DISBURSEMENTS (add Lines 17, 18, 19(c), 20(d), and 21) ▶	243079.35	273775.07

**III. CASH SUMMARY**

23. CASH ON HAND AT BEGINNING OF REPORTING PERIOD...	315065.91
24. TOTAL RECEIPTS THIS PERIOD (from Line 16, page 3)...	52276.98
25. SUBTOTAL (add Line 23 and Line 24)...	367342.89
26. TOTAL DISBURSEMENTS THIS PERIOD (from Line 22)...	243079.35
27. CASH ON HAND AT CLOSE OF REPORTING PERIOD (subtract Line 26 from Line 25)...	124263.54

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TY®



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CLUDED\*

ED\*

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Joe Carr for Senate  
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Secretary of the Senate  
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NANCY ERICKSON  
SECRETARY

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SUITE 232  
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PHONE: (202) 224-0322

# United States Senate

OFFICE OF THE SECRETARY  
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**12/5/14**

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Postmark

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SHIPPING DATE

NEXT BUSINESS DAY DELIVERY

FEDERAL EXPRESS \_\_\_\_\_

UPS \_\_\_\_\_

DHL \_\_\_\_\_

AIRBORNE EXPRESS \_\_\_\_\_

RECEIVED FROM FEDERAL ELECTION COMMISSION \_\_\_\_\_  
Date of Receipt

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NO POSTMARK

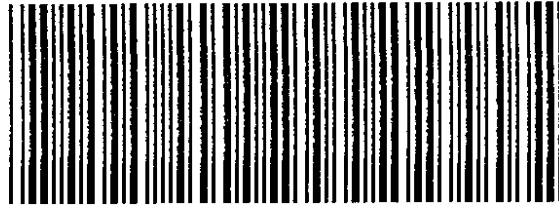
FAX \_\_\_\_\_  
Date of Receipt

OTHER \_\_\_\_\_  
Date of Receipt or Postmark

PREPARER **MN**

DATE PREPARED **12/9/14**

14021422461



SEN PATCH



SEN PATCH

14021422462