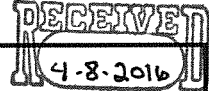


State of West Virginia Campaign Financial Statement (Long Form) in Relation to the 2016 Election Year



Candidate or Committee Name <i>Joseph Mayhew For Clerk</i>		Candidate or Committee's Treasurer <i>Robert Smith</i>	
Political Party (for candidates)		Treasurer's Mailing Address (Street, Route or P.O. Box) <i>PO Box 1483</i>	
Office Sought (for candidates) <i>Jefferson County Clerk</i>	District/Division	City, State, Zip Code <i>Shepherdstown WV 25443</i>	Daytime Phone # <i>304 582 8639</i>

Election Cycle Reporting Period (check one):

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Primary - First Report
Due March 26 - April 1, 2016 | <input type="checkbox"/> Pre-primary Report
Due April 25 - 29, 2016 | <input type="checkbox"/> Post-primary Report
Due May 23 - June 21, 2016 |
| <input type="checkbox"/> General - First Report
Due September 26 - 30, 2016 | <input type="checkbox"/> Pre-general Report
Due October 24 - 28, 2016 | <input type="checkbox"/> Post-general Report
Due Nov. 21 - Dec. 19, 2016 |

Check if Applicable:

- Amended Report**
You must also check box of appropriate reporting period
- Final Report**
Zero balance required. PAC must also file Form F-6 Dissolution

Non-Election Cycle Reporting Period:

- Annual Report Due In _____ Calendar Year**
Due last Saturday in March or within 6 days thereafter

REPORT TOTALS

Fill in totals at the completion of the report.

RECEIPTS OF FUNDS:

Totals for this Period

Contributions (Page 3)	70.00
Monetary Contributions from all Fund-Raising Events (Page 4)	+ 90.00
Receipt of a Transfer of Excess Funds (Page 8)	+
Total Monetary Contributions:	= 160.00
In-Kind Contributions (Page 5)	+
Total Contributions:	= 160.00

CASH BALANCE SUMMARY

Beginning Balance (ending balance from previous report)	-0-
Total Monetary Contributions	+ 160.00
Total Other Income	+ 620.93
Subtotal: a.	= 780.93

Other Income (Page 5)	
Loans Received (Page 6)	+ 620.93
Total Other Income:	= 620.93

Total Expenditures (Page 7)	648.51
Total Disbursements of Excess Funds (Page 8)	+
Repayment of Loans (Page 6)	+
Subtotal: b.	= 648.51

OUTSTANDING LOANS & DEBTS:

Unpaid Bills (Page 9)	
Outstanding Loans (Page 6)	+ 620.93
Total Debts:	= 620.93

Ending Balance: (Subtotal a. - Subtotal b.)	= 132.42
<small>*Cannot be negative balance</small>	

**TOTAL CONTRIBUTIONS
ELECTION YEAR-TO-DATE**
(Add total contributions from all reports)

160.00

**TOTAL EXPENDITURES
ELECTION YEAR-TO-DATE**
(Add total expenditures from all reports)

620.93

**Contributors of
More than \$250**

*Check if additional pages
have been attached.*

DATE	INDIVIDUAL CONTRIBUTOR OR COMMITTEE'S NAME	AMOUNT
	Full Name: Address: (residential and mailing if they are different) Contributor's job: (individual contributor only) Where contributor works: (individual contributor only) Affiliation: (political committee only)	
	Full Name: Address: (residential and mailing if they are different) Contributor's job: (individual contributor only) Where contributor works: (individual contributor only) Affiliation: (political committee only)	
	Full Name: Address: (residential and mailing if they are different) Contributor's job: (individual contributor only) Where contributor works: (individual contributor only) Affiliation: (political committee only)	
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	Full Name: Address: (residential and mailing if they are different) Contributor's job: (individual contributor only) Where contributor works: (individual contributor only) Affiliation: (political committee only)	

**MAKE AS MANY COPIES
OF THIS PAGE AS YOU NEED**

Subtotal of all contributors of more than \$250
 Subtotal of all contributors of \$250 or less (From page 2)

Total Contributions:

+	
=	

OTHER INCOME: INTEREST, REFUNDS, MISCELLANEOUS RECEIPTS

Date	Source of Income	Type of Receipt	Amount

Total Other Income:

*Check if additional pages
have been attached.*

IN-KIND CONTRIBUTIONS

Date	Name and Contributor Information	Description of Contribution	Value

Total In-Kind Contributions:

**MAKE AS MANY COPIES
OF THIS PAGE AS YOU NEED.**

LOANS

Check if additional pages have been attached.

West Virginia Code: §3-8-5f. Loans to candidates, organizations or persons for election purposes.

"Every candidate, financial agent, person or association of persons or organization advocating or opposing the nomination or election of any candidate or the passage or defeat of any issue or item to be voted upon may not receive any money or any other thing of value toward election expenses except from the candidate, his or her spouse or a lending institution. All loans shall be evidenced by a written agreement executed by the lender, whether the candidate, his or her spouse, or the lending institution. Such agreement shall state the date and amount of the loan, the terms, including interest and repayment schedule, and a description of the collateral, if any, and the full names and addresses of all parties to the agreement. A copy of the agreement shall be filed with the financial statement next required after the loan is executed."

The loan agreement **must** include all items asked for in the statute. (See above.) The loan agreement does not have to follow a certain format; generally, if all the required information is listed, any format is acceptable. Candidates or political committees that take out a loan for the campaign through a bank or other commercial lending institution must include a copy of the loan agreement executed with that bank or institution. Candidates should not take out loans which are partially for personal use and partially for the campaign. It is almost impossible to keep reporting straight in this case. Any money a candidate contributes to his or her campaign committee with the hope of repayment must be treated as a loan and reported in this section. When a candidate determines that no further repayment can be expected, the loan can be reported as repaid in this section by entering the amount left to repay in the repayments column and reporting the same amount as a contribution from the candidate on Page 2. **These loans must be executed in writing. Caution: Candidates may not carry outstanding loans from one campaign to the next. Each campaign is separate. Funds from a current campaign cannot be used to repay a loan from a previous campaign.**

How to report loans

- Each loan for your campaign should be listed on a separate line. (Each time you loan money to the campaign or get a loan, it is considered to be a separate loan.) Include the following information on the form below:
 - loan(s) from prior reporting periods and the balance of each loan (Col. A.) If a payment was made on the loan, list that in Col. C. **Any loan that was repaid in previous reporting periods does not need to be listed.**
 - new loans, the amount (Col. B), any repayments (Col. C), and the balance (Col. D.)
- Attach a copy of the loan agreement for each loan received during the reporting period.

LOANS

(A copy of the loan agreement for each loan secured during this filing period must accompany this report)

Bank Loans: List name & address of financial institution Candidate or Candidate's Spouse Loans: List name, residence and mailing address of person(s) making or cosigning loan	Column A	Column B		Column C		Column D
	Balance of previous loan at end of period	Amount of new loan received during period		Repayments during period		Balance outstanding at end of period
	Amount	Date	Amount	Date	Amount	Amount
1. Joseph Maghan 204 N. Shoe Lane, Apt. 5 Shepherdstown, WV 25443	- 0 -	11/25/16	620-93			620-93
2.						
3.						
4.						
5.						
		Loans Received		Repayment of Loans		Outstanding Loans
		620-93				620-93
Totals:						

Receipt of a Transfer of Excess Funds

Check if additional pages have been attached.

Date	Candidate Committee Name and Year	Amount
Total Receipts of Transfers of Excess Funds:		X

Disbursements of Excess Funds

Date	Name of candidate committee and election year disbursing excess funds	Purpose of Disbursement	Amount
Total Disbursements of Excess Funds:			X

MAKE AS MANY COPIES OF THIS PAGE AS YOU NEED.



LOAN AGREEMENT

THIS LOAN AGREEMENT (the "Agreement"), entered into as of January 29, 2016, is hereby made by and between the Parties stated below (each a "Party").

WITNESSETH:

WHEREAS, Lender intends to provide, and Borrower intends to receive, a loan upon the terms and conditions hereinafter set forth,

WHEREAS, each Party has full authorization to enter into this Agreement in the capacity in which it is signing,

NOW THEREFORE, in consideration of the mutual promises made below, the Parties agree as follows:

1. Parties. The Parties to this Agreement are as follows (each a "Borrower" and "Lender," respectively):

BORROWER

Name: Joseph Maghan For Clerk

Address: 104 N Shoe Lane

Shepherdstown , West Virginia 25443

LENDER

Name: Joseph Angelo Maghan

Address: 104 N Shoe Lane

Shepherdstown , West Virginia 25443

2. Promise to Pay. FOR VALUE RECEIVED, Borrower promises to pay Lender a total principal amount of \$621.00 USD in return for receiving the following from Lender: Filing fee to run for county clerk.

3. Interest. No interest will be due or payable under the terms of this Agreement.

4. Payment Terms - Due on Demand. Any payments received will be applied first to outstanding late fees, if any, next to interest, if any, and thereafter to the unpaid principal balance of the loan.

a. Due Date. The entire unpaid principal and any accrued interest will be fully and immediately payable UPON DEMAND of Lender at any date after the execution of this Agreement (the "Due Date"). Lender agrees to give Borrower a written notice to make payment at least 30 days prior to the Due Date when Lender will make such demand for payment.

b. Late Payment. Payment will be considered late if not paid by the close of business on the Due Date. Borrower's failure to make full payment on this Agreement on or before the Due Date for whatever reason will be considered an event of default under this Agreement. A late fee of \$0.00 will apply to each late payment unless Lender waives the late fee in a signed writing. No one waiver will constitute waiver of any subsequent late fees.

c. Unpaid Principal. In no event will interest exceed the maximum amount permitted by law.

5. Method of Payment. Acceptable methods of payment are as follows: Cash, Check, and Wire transfer .

6. Payment and Notice Addresses. All payments must be delivered to Lender's address stated above or any place or in any other manner as may be designated from time to time in writing by Lender. Notices will be in writing and delivered in person, sent by facsimile, or sent by reputable overnight delivery service to each Party's respective address stated above or to any place or in any other manner as may be designated from time to time in writing by the Parties.

7. Prepayment. Borrower may prepay monies owed under this Agreement in full or in part at any time without incurring a premium, fee, or penalty. Borrower will be responsible for paying any cost or expense, including legal costs, incurred by Lender as a result of any such prepayment. All prepayments will be applied first to outstanding late fees, if any, next to interest, if any, and thereafter to the unpaid principal balance of the loan.

8. Collateral. This is an unsecured agreement.

9. Nonrecourse. THIS AGREEMENT IS NON-RECOURSE, AND LENDER MAY NOT SEEK RECOURSE TO ANY PERSONAL ASSETS OF BORROWER. The personal

assets are not subject to the payment of this debt.

10. Events of Default. In addition to any other events of default specified herein, the following events, without limitation, will constitute a default:

- a. Borrower's failure to pay all monies owed in full on or before the Due Date;
- b. Borrower's failure to cure a breach of this Agreement on or before 30 days after Lender gives Borrower written notice thereof;
- c. Any material misrepresentation by Borrower of a fact or promise made in this Agreement or any statement, document, or certification delivered to Lender in accordance herewith;
- d. Any withdrawal, revocation, expiration, or termination of a necessary authorization required by any government or other organization in order to execute, perform, and enforce this Agreement;
- e. Borrower's filing any voluntary or involuntary petition for relief under the United States Bankruptcy Code; and
- f. The death or dissolution of either Party.

11. Acceleration. Should Borrower default under or otherwise breach this Agreement and not cure said default or breach on or before 30 days after Lender gives Borrower written notice thereof, by personal delivery or certified mailing, all principal remaining unpaid and interest accruing thereon will, at the option of Lender, become immediately due and payable to Lender. The date of notice will be the date of delivery or the date of mailing.

12. No Waiver. No delay or failure in giving notice of a default or breach will constitute a waiver of the right of Lender to exercise its right of acceleration or any other right Lender may have hereunder in the event of a subsequent or continuing default or breach.

13. Attorney Fees and Court Costs. In the event of a default or breach under this Agreement, Borrower covenants to pay Lender all collection and/or litigation costs incurred, including reasonable attorney fees and court costs, whether or not a judgment is received and whether or not a lawsuit is filed.

14. Taxes. Borrower covenants to make all payments due hereunder to Lender without setoff or counterclaim and without deducting for taxes or withholdings of any nature whatsoever that may be imposed by any tax or governmental authority. In the event that law or regulation requires Borrower to make such a deduction or withholding

from a payment due hereunder, Borrower covenants to increase the amount of such payment to the extent necessary to ensure that Lender receives an amount equal to that which it would receive if no such law or regulation were in effect and to provide Lender with official documentation, to Lender's satisfaction, evidencing Borrower's payment of the deduction or withholding.

15. Borrower Representations and Warranties.

a. Borrower represents and warrants that it has the full power and authority to enter into and perform this Agreement according to the terms hereof and has taken, and will take, any and all actions necessary to authorize the execution and performance of this Agreement according to the terms hereof; and

b. Borrower represents and warrants that it has obtained all necessary approvals, licenses, permits, and/or other authorizations required by any government or other organization in order to execute, perform, and enforce this Agreement, that all such authorizations are in effect, and that it will continue to obtain any such authorizations that may become required hereafter.

16. Borrower Covenants.

a. Costs and Expenses. Borrower covenants to reimburse Lender for all reasonable out-of-pocket expenses Lender incurs in enforcing this agreement, including reasonable attorney fees and court costs. Additionally, Borrower will pay any stamp or other similar duties and taxes to which this Agreement is subject.

17. General Provisions.

a. Governing Law. The Parties agree that the laws of the state of West Virginia will govern this Agreement without regards to its conflict-of-law provisions. Any claims or disputes concerning this Agreement will, at the sole election of Lender, be adjudicated in Jefferson.

b. Successors and Assigns. Lender may transfer this Agreement to another holder without notice to Borrower; however, Borrower will not be liable to any assignee for any amounts greater than it would otherwise be liable for under this Agreement. Borrower agrees to remain bound under the terms of this Agreement to any subsequent holder of this Agreement. Borrower covenants and warrants not to assign its rights or obligations under this Agreement without Lender's prior written consent. Each Borrower identified in this Agreement will be jointly and severally liable for the repayment of the debt described herein, and the terms of this Agreement will be equally binding upon and will inure to the benefit of the Parties and their heirs, executors, administrators, successors, and permitted assigns.

c. Entire Agreement. This Agreement constitutes the entire agreement of the

Parties and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

d. Amendment. No amendment, modification, termination, or waiver of any provision of this Agreement will be effective unless it is in writing and signed by both Borrower and Lender.

e. Time of Essence. Time is of the essence concerning all provisions contained in this Agreement.

f. Waivers. Borrower hereby waives presentment for payment, demand, protest and notice of dishonor and protest, and all other demands and notices, in connection with the delivery, acceptance, performance, or other enforcement of this Agreement.

g. No Implied Waiver; Cumulative Remedies. Lender's failure to exercise any right or remedy provided in this Agreement will not be construed as a waiver of any future exercise of that right or exercise of any other right or remedy to which Lender may be entitled. No delay or omission on the part of Lender in exercising any right hereunder will operate as a waiver of any other right under this Agreement. No right conferred upon Lender by this Agreement will be exclusive of any other right referred to herein or now or hereafter available at law, in equity, by statute or otherwise, and all remedies will be cumulative and not in the alternative.

h. Severability. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, then that provision will be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby.

i. Headings. The headings used in this Agreement are provided for convenience only and will not be used in construing the meaning or intent of the corresponding provisions.

j. Counterparts. This Agreement may be executed in any number of counterparts, including by facsimile transmission or by e-mail delivery, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each Party has executed at least one counterpart.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date affixed to each signature.

Borrower

Signed: Joseph Magallon For County Clerk Date: 4-21-2016

Print: Joseph Maghan For Clerk

Title: Committee for

Lender

Signed: Joseph Angelo Maghan Date: 4-21-2016

Print: Joseph Angelo Maghan

Title: MC