

**UNITED STATES HOUSE OF REPRESENTATIVES
FINANCIAL DISCLOSURE STATEMENT**

FORM B

For use by candidates and new employees

Period covered: January 1, 2011 - May 15, 2012

Name: Thomas B. Cotton

Daytime Telephone

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LEGISLATIVE RESOURCE CENTER
OFFICE OF THE CLERK
U.S. HOUSE OF REPRESENTATIVES
(Office Use Only)

Filer Status	<input checked="" type="checkbox"/> Candidate for the House of Representatives	State: <u>Arkansas</u>	Date of Election: <u>Nov. 6 2012</u>	Check if Amendment <input type="checkbox"/>	A \$200 penalty shall be assessed against any individual who files more than 30 days late.
	<input type="checkbox"/> New officer or employee	District: <u>4th</u>	Employing Office: _____		

In all sections, please type or print clearly in blue or black ink.

PRELIMINARY INFORMATION — ANSWER EACH OF THESE QUESTIONS

I. Did you or your spouse have "earned" income (e.g., salaries or fees) of \$200 or more from any source in the reporting period? If yes, complete and attach Schedule I.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	IV. Did you hold any reportable positions on or before the date of filing in the current calendar year or in the prior two years? If yes, complete and attach Schedule IV.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
II. Did you, your spouse, or a dependent child receive "unearned" income of more than \$200 in the reporting period or hold any reportable asset worth more than \$1,000 at the end of the period? If yes, complete and attach Schedule II.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	V. Did you have any reportable agreement or arrangement with an outside entity? If yes, complete and attach Schedule V.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
III. Did you, your spouse, or a dependent child have any reportable liability (more than \$10,000) during the reporting period? If yes, complete and attach Schedule III.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	VI. Did you receive compensation of more than \$5,000 from a single source in the two prior years? If yes, complete and attach Schedule VI.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Each question in this part must be answered and the appropriate schedule attached for each "Yes" response.

EXCLUSION OF SPOUSE, DEPENDENT, OR TRUST INFORMATION — ANSWER EACH OF THESE QUESTIONS

TRUSTS—Details regarding "Qualified Blind Trusts" approved by the Committee on Ethics and certain other "excepted trusts" need not be disclosed. Have you excluded from this report details of such a trust benefiting you, your spouse, or a dependent child? Yes No

EXEMPTION—Have you excluded from this report any other assets, "unearned" income, transactions, or liabilities of a spouse or dependent child because they meet all three tests for exemption? Do not answer "yes" unless you have first consulted with the Committee on Ethics. Yes No

SCHEDULE III - LIABILITIES

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Report liabilities of over \$10,000 owed to any one creditor at any time during the reporting period by you, your spouse, or dependent child. Mark the highest amount owed during the reporting period. Exclude: Any mortgage on your personal residence (unless there is rental income); loans secured by automobiles, household furniture, or appliances; liabilities of a business in which you own an interest (unless you are personally liable); and liabilities owed to a spouse, or the child, parent, or sibling of you or your spouse. Report revolving charge accounts (i.e., credit cards) only if the balance at the close of the previous calendar year exceeded \$10,000.

SP, DC, JT	Creditor	Date Liability Incurred mo/year	Type of Liability	Amount of Liability														
				A \$10,001 - \$15,000	B \$15,001 - \$50,000	C \$50,001 - \$100,000	D \$100,001 - \$250,000	E \$250,001 - \$500,000	F \$500,001 - \$1,000,000	G \$1,000,001 - \$5,000,000	H \$5,000,001 - \$25,000,000	I \$25,000,001 - \$50,000,000	J Over \$50,000,000					
	Example: First Bank of Wilmington, DE	May 1998	Mortgage on 123 Main Street, Dover, DE				X											
	None																	

SCHEDULE IV - POSITIONS

Report all positions, compensated or uncompensated, held on or before the date of filing during the current calendar year and in the two prior years as an officer, director, trustee, partner, proprietor, representative, employee, or consultant of any corporation, company, firm, partnership, or other business enterprise, any nonprofit organization, any labor organization, or any educational or other institution other than the United States. Exclude: Positions listed on Schedule I; positions held in any religious, social, fraternal, or political entities (such as a political party or campaign organization); and positions solely of an honorary nature.

Position	Name of Organization
	See Schedule I

SCHEDULE V - AGREEMENTS

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Identify the date, parties to, and general terms of any agreement or arrangement with respect to: future employment; a leave of absence during the period of government service; continuation or deferral of payments by a former or current employer other than the U.S. Government; or continuing participation in an employee welfare or benefit plan maintained by a former employer.

Date	Parties To	Terms of Agreement
Ongoing	McKinsey & Co.	I retain investment in McKinsey's retirement program. See Schedule II.

SCHEDULE VI - COMPENSATION IN EXCESS OF \$5,000 PAID BY ONE SOURCE

Report sources of such compensation received by you or your business affiliation for services provided directly by you during the two prior years. This includes the names of clients and customers of any corporation, firm, partnership, or other business enterprise, or any nonprofit organization if you directly provided the services generating a fee or payment of more than \$5,000. Exclude: Payments by the U.S. Government and any information considered confidential as a result of a privileged relationship recognized by law. Do not repeat information listed on Schedule I.

Source (Name and Address)	Brief Description of Duties
<p><i>Example:</i> Doe Jones & Smith, Hometown, Homestate</p>	Accounting services
McKinsey & Co., New York, NY	Consulting services. McKinsey serves clients pursuant to a standard confidentiality agreement. I also signed a non-disclosure agreement upon leaving the firm. See attached.

SEPARATION CERTIFICATION

I, Thomas B. Cotton, reaffirm the professional obligation I assumed upon joining McKinsey & Company ("the Firm") to preserve in strict confidence any information or insights not generally available to the public developed in the course of my employment with the Firm, including those related to the operations and affairs of the clients of the Firm ("Clients") and the Firm itself. I understand that this professional obligation continues after my separation from the Firm.

In view of my separation from the Firm, I confirm that:

1. I will not disclose, release, or make available to any person, entity, Firm or otherwise, without the Firm's express written consent, any such information whatsoever (not generally available to the public), including, without limitation, the contents of any reports, memoranda, or other material covering the operations and affairs of the clients or the Firm.
2. I shall hold the Firm completely harmless and indemnified against all claims, damages, liabilities, or losses that may be suffered by the Firm due to a breach of my obligations.
3. I understand that sanctions imposed could include, without limitation, notification to any subsequent employer(s) or relevant professional association, civil or criminal action.
4. I have carefully reviewed all of my professional papers and files, including electronic files, and confirm that all papers, copies, documents, Firm reports, memoranda, or any other documents prepared by me for Clients or otherwise in my possession, including, without limitation, all practice documents, bulletins or other materials containing confidential client or Firm information, have been returned to the Firm and I have no originals or copies of any such materials.

Date July 29, 2011

Signature _____