

LOANS AND LINES OF CREDIT FROM
LENDING INSTITUTIONS

RECEIVED
Supplementary from Information
found on Page of Schedule C-P
2012 OCT 19 PM 3:28

NAME OF COMMITTEE (in full, type or print)

FEC IDENTIFICATION NUMBER

C1560141 MAIL CENTER

Obama for America

Transaction ID : SCHDC1.001

FULL NAME, MAILING ADDRESS AND ZIP CODE OF LENDING INSTITUTION (LENDER)

Bank of America

730 Fifteenth Street NW, Fourth Floor

Washington

CITY

DC

STATE

20005

ZIP CODE

Back Ref ID:
SA19B.001

AMOUNT OF LOAN

15000000.00

INTEREST RATE (APR)

Libor+2.50pt

%

DATE INCURRED OR ESTABLISHED

09 / 04 / 2012

DATE DUE

11/14/2012

A. Has loan been restructured?

No Yes

If yes, date originally incurred:

B. If line of credit:

0.00

Amount of this draw

0.00

Total outstanding balance

C. Are other parties secondarily liable for the debt incurred?

No Yes

(Endorsers and guarantors must be reported on Schedule C-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?

No Yes

If yes, specify: Cash on Deposit, Personal Property

What is the value of this collateral:

15000000.00

Does the lender have a perfected security interest in it?

No Yes

E. Are any future contributions or future receipts of interest income, or future receipts of public financing pledged as collateral for this loan?

No Yes

If yes, specify: Future Contributions

What is the estimated value?

15000000.00

A depository account must be established pursuant to 11 CFR 100.7(b)(11)(i)(B) and 100.8(b)(12)(i)(B). Date account established:

02 / 02 / 2007

Location of account:

Bank of America

Date debtor authorized the Secretary of the U.S. Treasury to make direct deposits of public financing payments to the depository account:

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 demonstrate that it assures repayment.

NA

12030922100

G. Type or Print Name of Committee Treasurer

Ann Marie Habershaw, Assistant Treasurer

Signature of Treasurer Ann Marie Habershaw

Date

10 ' 18 ' 2012

H. Attach a signed copy of the loan agreement.

I. TO BE SIGNED BY THE LENDING INSTITUTION:

1. 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.
2. The loan was made on terms and conditions (including interest rate) no more favorable at the time that those imposed for similar extensions of credit to other borrowers of comparable credit worthiness.
3. 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 in 11 CFR 100.7(b)(11) and 100.8(b)(12) in making this loan.

Type or Print Name of Authorized Representative:

Helen M. Allen

Title

Senior Vice President

Signature of Authorized Representative

Helen M Allen

Date

10 ' 19 ' 2012

12030922101

LOAN AGREEMENT

This Agreement dated as of September 4, 2012, is between Bank of America, N.A., a national banking association (the "Bank"), and Obama for America, an Illinois not-for-profit corporation (the "Borrower").

1. FACILITY NO. 1: LINE OF CREDIT AMOUNT AND TERMS

1.1 Line of Credit Amount.

- (a) During the availability period described below, the Bank will provide a line of credit to the Borrower. The amount of the line of credit (the "Facility No. 1 Commitment") is FIFTEEN MILLION Dollars (\$15,000,000.00).
- (b) This is a revolving line of credit. During the availability period, the Borrower may repay principal amounts and re-borrow them, so long as no event of default has occurred and is continuing or would result from such re-borrowing and all representations and warranties hereunder remain true and correct.
- (c) The Borrower agrees not to permit the principal balance outstanding to exceed the Facility No. 1 Commitment. If the Borrower exceeds this limit, the Borrower will immediately pay the excess to the Bank upon the Bank's demand.

1.2 Availability Period.

The line of credit is available between the date of this Agreement and November 6, 2012 (inclusive), or such earlier date as the availability may terminate as provided in this Agreement (the "Facility No. 1 Expiration Date").

1.3 Repayment Terms.

- (a) The Borrower will pay interest on the outstanding balance on September 30, 2012 and then on the last day of each month until November 14, 2012, at which time all outstanding principal and accrued and unpaid interest shall be due and payable in full.
- (b) If there is any outstanding principal or accrued and unpaid interest outstanding hereunder on November 6, 2012, at the end of the first Banking Day following November 6, 2012 and at the end of each of the next four (4) Banking Days thereafter, the Borrower will deposit into the Collateral Account established pursuant to Paragraph 3.2(b) of this Agreement an amount equal to fifty percent (50%) of the total fundraising receipts received by the Borrower during the previous Banking Day, such amount not to exceed \$5,000,000 for any Banking Day (unless the Borrower elects, at its option, to deposit a greater amount, in which case, any such amount in excess of \$5,000,000 shall reduce, dollar for dollar, the amount of the required deposit for the subsequent Banking Day), to be held by the Bank on deposit in the Collateral Account and applied to reduce amounts outstanding under the loan as described in Paragraph 3.2(b) until all outstanding principal and accrued and unpaid interest on the loan has been fully paid.
- (c) The Borrower may prepay the loan in full or in part at any time without premium or penalty. The Facility No. 1 Commitment may be irrevocably reduced or terminated by the Borrower in full or in part without penalty.

1.4 Interest Rate.

- (a) The interest rate is a rate per year equal to the BBA LIBOR Daily Floating Rate plus 250 basis points.
- (b) The BBA LIBOR Daily Floating Rate is a fluctuating rate of interest equal to the rate per annum equal to the British Bankers Association LIBOR Rate ("BBA LIBOR"), as published by Reuters (or other commercially available source providing quotations of BBA LIBOR as selected by the Bank from time to time) as determined for each banking day at approximately 11:00 a.m. London time two (2) London Banking Days prior to the date in question, for U.S. Dollar deposits (for delivery on the first day of such interest period) with a one month term, as adjusted from time to time in the Bank's sole reasonable discretion for reserve requirements, deposit insurance assessment rates and other regulatory costs. If such rate is not available at such time for any reason, then the rate for that interest period will be determined by such alternate method as reasonably selected by the Bank. A "London Banking Day" is a day on which banks in London are open for business and dealing in offshore dollars.

12030922102

2. FEES AND EXPENSES

2.1 Fees.

- (a) Loan Fee. The Borrower agrees to pay a loan fee in the amount of THIRTY THOUSAND Dollars (\$30,000.00). This fee is due on the date of this Agreement.
- (b) Waiver Fee. The Bank may condition, at its discretion, any waiver or amendment of any terms of this Agreement upon the payment by the Borrower of a \$2,500 fee plus reasonable attorneys' fees and expenses for each waiver or amendment at the time the Borrower requests the waiver or amendment. Nothing in this paragraph shall imply that the Bank is obligated to agree to any waiver or amendment requested by the Borrower. The Bank may impose additional requirements as a condition to any waiver or amendment.
- (c) Late Fee. To the extent permitted by law, the Borrower agrees to pay a late fee in an amount not to exceed four percent (4%) of any payment that is more than fifteen (15) days late. The imposition and payment of a late fee shall not constitute a waiver of the Bank's rights with respect to the default.
- (d) Draw Fee. The Borrower shall pay the Bank a \$250 draw fee for each advance under the line of credit.
- (e) Interest Rate Recapture.
- (i) If the amount of interest payable for any period in accordance with the terms hereof exceeds the amount of interest that would be payable for such period had interest for such period been calculated at the maximum rate of interest permitted by law (the "Highest Lawful Rate"), then interest for such period shall be payable in an amount calculated at the Highest Lawful Rate.
 - (ii) Any interest that would have been due and payable for any period but for the operation of the immediately preceding subclause (i) shall accrue and be payable as provided in this subclause (ii) and shall, less interest actually paid to the Bank for such period, constitute the "Excess Interest Amount." If there is any accrued and unpaid Excess Interest Amount as of any date, then the principal amount with respect to which interest is payable shall bear interest at the Highest Lawful Rate until payment to the Bank of the entire Excess Interest Amount.
 - (iii) Notwithstanding the foregoing, on the date on which no principal amount hereunder remains unpaid, the Borrower shall pay to the Bank a fee equal to any accrued and unpaid Excess Interest Amount.

2.2 Expenses.

The Borrower agrees to immediately repay the Bank for reasonable out-of-pocket expenses that include, but are not limited to, travel expenses, filing, recording and search fees, appraisal fees, title report fees, and documentation fees.

2.3 Reimbursement Costs.

- (a) The Borrower agrees to reimburse the Bank for any reasonable out-of-pocket expenses it incurs in the preparation of this Agreement and any agreement or instrument required by this Agreement. Expenses include, but are not limited to, reasonable attorneys' fees not to exceed \$10,000. Expenses owed under this Section 2.3(a) include, but are not limited to, reasonable attorneys fees not to exceed \$10,000.
- (b) The Borrower will also pay the reasonable expenses of the Bank in connection with the enforcement of any loan documentation.
- (c) The Borrower agrees to reimburse the Bank for the actual out-of-pocket cost of periodic field examinations of the Borrower's books, records and collateral, and appraisals of the collateral, at such intervals as the Bank may reasonably require. The actions described in this paragraph may be performed by employees of the Bank or by independent appraisers.

12030922103

3. COLLATERAL

3.1 Personal Property.

The personal property listed below now owned or owned in the future by the Borrower will secure the Borrower's obligations to the Bank under this Agreement. The collateral is further defined in a security agreement executed by the Borrower. In addition, all personal property collateral owned by the Borrower securing this Agreement shall also secure all other present and future obligations of the Borrower to the Bank (excluding any consumer credit covered by the federal Truth in Lending law, unless the Borrower has otherwise agreed in writing or received written notice thereof). All personal property collateral securing any other present or future obligations of the Borrower to the Bank shall also secure this Agreement.

- (a) All equipment and fixtures owned by the Borrower.
- (b) All inventory owned by the Borrower.
- (c) All receivables owned by the Borrower.
- (d) All time deposits and deposit accounts with the Bank and owned by the Borrower, including, but not limited to, the Collateral Account.
- (e) All electronic mail addresses ("E-mail") and other contact lists and information for contributors, supporters and subscribers owned by the Borrower.
- (f) Patents, trademarks and other general intangibles owned by the Borrower.
- (g) All other Borrower rights to and interests in accounts, contract rights, refunds and refund rights, reimbursements and reimbursement rights, instruments, documents, securities, chattel paper, insurance proceeds, proceeds from fundraising activity and investments, and payments and the right to payment for the sale or rental of any assets (including E-mail addresses and postal addresses).

3.2 Collateral Account.

- (a) If required by Paragraph 1.3(b) of this Agreement, the Borrower will, no later than November 7, 2012, establish at the Bank a separate deposit account ("Collateral Account") into which the Borrower will deposit funds in the amounts and at the times required by such Paragraph. Notwithstanding the foregoing, the Borrower will not be required to make deposits into the Collateral Account in excess of the outstanding balance of the loan and the accrued and unpaid interest thereon.
- (b) Funds deposited into the Collateral Account are restricted and assigned to the Bank and may not be used by the Borrower for any purpose other than to repay the Borrower's outstanding balance of the loan and the accrued and unpaid interest thereon to the Bank. All funds in the Collateral Account as of the end of each Banking Day shall be applied by the Bank as of the end of each Banking Day to reduce the outstanding amounts owed by Borrower under this facility.

4. DISBURSEMENTS, PAYMENTS AND COSTS

4.1 Disbursements and Payments.

- (a) Each payment by the Borrower will be made in U.S. Dollars and immediately available funds by debit to a deposit account, as described in this Agreement or otherwise authorized by the Borrower. For payments not made by direct debit, payments will be made by mail to the address shown on the Borrower's statement or at one of the Bank's banking centers in the United States, or by such other method as may be permitted by the Bank.
- (b) The Bank may honor instructions for advances or repayments given by the Borrower (if an individual), or by any one of the individuals authorized to sign loan agreements on behalf of the Borrower, or any other individual designated by any one of such authorized signers (each an "Authorized Individual").
- (c) For any payment under this Agreement made by debit to a deposit account, the Borrower will maintain sufficient immediately available funds in the deposit account to cover each debit. If there are insufficient immediately

12030922104

available funds in the deposit account on the date the Bank enters any such debit authorized by this Agreement, the Bank may reverse the debit.

- (d) Each disbursement by the Bank and each payment by the Borrower will be evidenced by records kept by the Bank. In addition, the Bank may, at its discretion, require the Borrower to sign one or more promissory notes.

4.2 Telephone and Telefax Authorization.

- (a) The Bank may honor telephone or telefax instructions for advances or repayments given, or purported to be given, by any one of the Authorized Individuals.
- (b) Advances will be deposited in and repayments will be withdrawn from account number 1924868929 owned by the Borrower, or such other of the Borrower's accounts with the Bank as designated in writing by the Borrower.
- (c) The Borrower will indemnify and hold the Bank harmless from all liability, loss, and costs in connection with any act resulting from telephone or telefax instructions the Bank reasonably believes are made by any Authorized Individual. This paragraph will survive this Agreement's termination, and will benefit the Bank and its officers, employees, and agents.

4.3 Direct Debit.

- (a) The Borrower agrees that on each date when any principal, interest or other amount hereunder is due and payable the Bank will debit such amount from deposit account number 1924868929 owned by the Borrower, or such other of the Borrower's accounts with the Bank as designated in writing by the Borrower (the "Designated Account").

4.4 Banking Days.

Unless otherwise provided in this Agreement, a Banking Day is a day other than a Saturday, Sunday or other day on which commercial banks are authorized to close, or are in fact closed, in the state where the Bank's lending office is located, and, if such day relates to amounts bearing interest at an offshore rate (if any), means any such day on which dealings in dollar deposits are conducted among banks in the offshore dollar interbank market. All payments and disbursements which would be due on a day which is not a Banking Day will be due on the next Banking Day. All payments received on a day which is not a Banking Day will be applied to the credit on the next Banking Day.

4.5 Interest Calculation.

Except as otherwise stated in this Agreement, all interest and fees, if any, will be computed on the basis of a 360-day year and the actual number of days elapsed. This results in more interest or a higher fee than if a 365-day year is used. Installments of principal which are not paid when due under this Agreement shall continue to bear interest until paid.

4.6 Default Rate.

Upon the occurrence of any default or after maturity or after judgment has been rendered on any obligation under this Agreement, all amounts outstanding under this Agreement, including any interest, fees, or costs which are not paid when due, will at the option of the Bank bear interest at a rate which is three percent (3%) higher than the rate of interest otherwise provided under this Agreement. This may result in compounding of interest. This will not constitute a waiver of any default.

5. CONDITIONS

Before the Bank is required to extend any credit to the Borrower under this Agreement, it must receive any documents and other items it may reasonably require, in form and content acceptable to the Bank, including any items specifically listed below.

5.1 Authorizations.

Evidence that the execution, delivery and performance by the Borrower of this Agreement and any instrument or agreement required under this Agreement have been duly authorized.

5.2 Governing Documents.

A copy of the Borrower's organizational documents, including a copy of Borrower's Statement of Organization (as amended) filed with the Federal Election Commission.

5.3 Commitment of Assistance.

A letter signed by an authorized officer of the Democratic National Committee and DNC Services Corp. (collectively, the "DNC") acknowledging the DNC's awareness of the Borrower's obligations to the Bank and its agreement to use its best efforts, consistent with federal law, to assist the Borrower in its fundraising to the extent necessary to pay any outstanding balance as permitted by law. This letter shall not constitute an endorsement or guaranty of the loan by the DNC.

5.4 Security Agreements.

Signed original security agreements covering the personal property collateral which the Bank requires.

5.5 Perfection and Evidence of Priority.

Evidence that the security interests and liens in favor of the Bank are valid, enforceable, properly perfected in a manner acceptable to the Bank and prior to all others' rights and interests, except those the Bank consents to in writing. All title documents for motor vehicles which are part of the collateral must show the Bank's interest.

5.6 Payment of Fees.

Payment of all fees and other amounts due and owing to the Bank, including without limitation payment of all accrued and unpaid actual out-of-pocket expenses incurred by the Bank as required by the paragraph entitled "Reimbursement Costs."

5.7 Good Standing.

Certificates of good standing for the Borrower from its state of formation and from any other state in which the Borrower is required to qualify to conduct its campaign.

5.8 Legal Opinion.

A written opinion from the Borrower's legal counsel, covering such matters as the Bank may require. The legal counsel and the terms of the opinion must be acceptable to the Bank.

5.9 Insurance.

Evidence of insurance coverage, as required in the "Covenants" section of this Agreement.

5.10 Other Information.

Such other information in form and substance satisfactory to the Bank, including, but not limited to, financial information, budgets, projections, investment policies and guidelines and lists of permitted investments, as the Bank may reasonably request.

6. REPRESENTATIONS AND WARRANTIES

When the Borrower signs this Agreement, the Borrower makes the following representations and warranties. Each request for an extension of credit constitutes a renewal of these representations and warranties as of the date of the request:

12050922106

6.1 Formation.

If the Borrower is anything other than a natural person, it is duly formed and existing under the laws of the state or other jurisdiction where organized.

6.2 Authorization.

This Agreement, and any instrument or agreement required hereunder, are within the Borrower's powers, have been duly authorized, and do not conflict with any of its organizational papers.

6.3 Enforceable Agreement.

This Agreement is a legal, valid and binding agreement of the Borrower, enforceable against the Borrower in accordance with its terms, and any instrument or agreement required hereunder, when executed and delivered, will be similarly legal, valid, binding and enforceable, in each case except to the extent that enforcement may be affected by laws relating to bankruptcy, reorganization, insolvency and creditors' rights and by the availability of injunctive relief, specific performance and other equitable remedies.

6.4 Good Standing.

In each state in which the Borrower conducts its campaign, it is properly licensed, in good standing, and, where required, in compliance with fictitious name statutes, except to the extent that the failure to be licensed and in good standing would not have a material adverse effect on the condition (financial or otherwise), operations, properties or prospects of the Borrower.

6.5 No Conflicts.

This Agreement does not conflict with any law, agreement, or obligation by which the Borrower is bound.

6.6 Financial Information.

All financial and other information that has been or will be supplied to the Bank is sufficiently complete to give the Bank accurate knowledge of the Borrower's financial condition, including all material contingent liabilities. Since the date of the most recent financial statement provided to the Bank, there has been no material adverse change in the condition (financial or otherwise), operations, properties or prospects of the Borrower.

6.7 Lawsuits.

There is no lawsuit, tax claim or other dispute pending or threatened against the Borrower which, if lost, would materially impair the Borrower's financial condition or ability to repay the loan, except as have been disclosed in writing to the Bank.

6.8 Collateral.

All collateral required in this Agreement is owned by the grantor of the security interest free of any title defects or any liens or interests of others, except those which have been approved by the Bank in writing (including those allowed pursuant to Section 7.5).

6.9 Permits, Franchises.

The Borrower owns its property and possesses all governmental and other third party approvals and consents, permits, memberships, franchises, contracts and licenses required and all trademark rights, trade name rights, patent rights, copyrights, and fictitious name rights necessary to enable it to conduct the campaign in which it is now engaged.

6.10 Other Obligations.

The Borrower is not in default on any material obligation for borrowed money, any material purchase money obligation or any other material lease, commitment, contract, instrument or obligation, except as have been disclosed in writing to the Bank.

12030922107

6.11 Tax Matters.

The Borrower has no knowledge of any pending assessments or adjustments of its income tax for any year and all taxes due have been paid, except as have been disclosed in writing to the Bank.

6.12 No Event of Default.

There is no event which is, or with notice or lapse of time or both would be, a default under this Agreement.

6.13 Insurance.

The Borrower has obtained, and maintained in effect, the insurance coverage required in the "Covenants" section of this Agreement.

6.14 No Material Adverse Change.

The most recent financial statements of the Borrower and all other due diligence information submitted to the Bank are accurate and complete and no event or condition has occurred that has had or could be reasonably expected, either individually or in the aggregate, to have a Material Adverse Effect. "Material Adverse Effect" means (a) a material adverse change in, or a material adverse effect on, the operations, business, assets, properties, liabilities (actual or contingent), condition (financial or otherwise) or prospects of the Borrower and any of its subsidiaries, taken as a whole; (b) a material impairment of the rights and remedies of the Bank under any loan documentation, or of the ability of the Borrower to perform its obligations under any loan documentation to which it is a party; or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against the Borrower of any loan documentation to which it is a party, in each case as determined in the sole discretion of the Bank.

6.15 Miscellaneous.

- (a) The Borrower has identified to the Bank all of its subsidiaries, equity interests and loan parties.
- (b) The Borrower is not an "investment company" for the purposes of the Investment Company Act of 1940, as amended.
- (c) The Borrower cannot avail itself of sovereign immunity.
- (d) The Borrower is in compliance with all laws, including Environmental Laws and ERISA. "Environmental Laws" mean all federal, state and local laws, rules and regulations relating to public health, safety or the environment, including, without limitation, those relating (i) to releases, discharges, emissions or disposals to air, water, land or ground water, (ii) to the use, handling or disposal of polychlorinated biphenyls (PCB's), asbestos or urea formaldehyde, (iii) to the treatment, storage, disposal or management of hazardous substances (including, without limitation, petroleum, crude oil or any fraction thereof) and any other solid, liquid or gaseous substance, exposure to which is prohibited, limited or regulated, or may or could pose a hazard to the health and safety of the occupants of the property of the Borrower or the adjacent or surrounding property, (iv) to the exposure of persons to toxic, hazardous, or other controlled, prohibited or regulated substances, (v) to the transportation, storage, disposal, management or release of gaseous or liquid substances, and any regulations, order, injunction, judgment, declaration, notice or demand issued thereunder. "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time.
- (e) The Borrower is not bankrupt or insolvent.
- (f) The Borrower has proposed no legal changes which may adversely affect the loan, the obligations of the Borrower thereunder or the transactions contemplated thereby.

12030922108

7. COVENANTS

The Borrower agrees, so long as credit is available under this Agreement and until the Bank is repaid in full:

7.1 Use of Proceeds.

To use the proceeds of Facility No. 1 only for lawful campaign expenditures incurred prior to or on November 6, 2012 in connection with the 2012 primary or general elections to support timing differences between outlays for such campaign expenditures and receipt of campaign contributions and not for any other purpose, including, but not limited to, the purpose of engaging in the business of purchasing or holding margin stock.

7.2 Financial Information.

To timely provide the following financial information and statements in form and content acceptable to the Bank, and such additional information as requested by the Bank from time to time. The Bank reserves the right, upon written notice to the Borrower, to require the Borrower to deliver financial information and statements to the Bank more frequently than otherwise provided below, and to use such additional information and statements to measure any applicable financial covenants in this Agreement.

- (a) Within 20 days of each month's end, copies of the Summary and Detailed Summary pages of any report(s) filed by the Borrower during that month with the Federal Election Commission ("FEC"), including Summary and Detailed Summary pages for any amendments to previously filed FEC reports.
- (b) Evidence satisfactory to the Bank that the Borrower's ledger balance (i.e. the overall balance in the Borrower's bank accounts, plus all fundraising amounts and credits in process, as verified by Merkle, Inc. or another third party to the Bank's satisfaction) as of October 31, 2012 is at least \$15,000,000. Borrower shall provide evidence to the Bank of its account balances on November 1, 2012 and its third party-verified fundraising amounts and credits in process on November 2, 2012.
- (c) In the event the loan is not repaid in full at maturity, such financial statements as may be acceptable to the Bank.

7.3 Bank as Principal Depository.

To maintain the Bank as its principal depository bank, including for the maintenance of campaign, cash management, operating and administrative deposit accounts.

7.4 Other Debts.

Not to have outstanding or incur (or permit any subsidiary to have outstanding or incur) any direct or contingent liabilities, lease obligations or bank debt (other than to the Bank), or become liable (or permit any subsidiary to become liable) for the liabilities of others, without the Bank's written consent. This does not prohibit:

- (a) Acquiring services, goods, supplies, or merchandise on normal trade credit.
- (b) Endorsing negotiable instruments received in the usual course of business.
- (c) Obtaining surety bonds in the usual course of business.
- (d) Lines of credit and leases in existence on the date of this Agreement disclosed in writing to the Bank.
- (e) Other liabilities incurred from time to time in the ordinary course of the campaign that will not individually or in the aggregate result in a material adverse change in the Borrower's condition (financial or otherwise), operations, properties or prospects, or ability to repay this facility, including, but not limited to, liabilities reported by the Borrower on Schedule D of its monthly FEC reports which will not individually or in the aggregate result in any such material adverse change.

7.5 Other Liens.

Not to create, assume, or allow any security interest or lien (including judicial liens) on property the Borrower now or later owns, except:

12030922109

- 12030922110
- (a) Liens and security interests in favor of the Bank.
 - (b) Liens for taxes not yet due.
 - (c) Liens outstanding on the date of this Agreement disclosed in writing to the Bank.
 - (d) Other liens incurred from time to time in the ordinary course of the campaign that will not individually or in the aggregate result in a material adverse change in the Borrower's condition (financial or otherwise), operations, properties or prospects, or ability to repay this facility.

7.6 Maintenance of Assets.

- (a) To maintain its properties and not sell, assign, lease, transfer or otherwise dispose of any part of the Borrower's assets except in the ordinary course of the Borrower's campaign.

7.7 Investments.

Not to have any existing, or make any new, investments in any individual or entity, or make any capital contributions or other transfers of assets to any individual or entity, except for:

- (a) Existing investments disclosed to the Bank in writing.
- (b) Investments in the Borrower's current subsidiaries.
- (c) Investments in any of the following:
 - (i) certificates of deposit;
 - (ii) U.S. treasury bills and other obligations of the federal government;
 - (iii) readily marketable securities (including commercial paper, but excluding restricted stock and stock subject to the provisions of Rule 144 of the Securities and Exchange Commission).
- (d) As permitted by Section 7.6 of this Agreement.

7.8 Loans.

Not to make any loans, advances or other extensions of credit to any individual or entity, or pay any dividends or make any other distributions, except for:

- (a) Existing extensions of credit disclosed to the Bank in writing.
- (b) Extensions of credit to the Borrower's current subsidiaries.
- (c) Extensions of credit in the nature of accounts receivable or notes receivable arising from the sale or lease of goods or services in the ordinary course of business to non-affiliated entities.
- (d) An advance to an officer or employee of the Borrower for campaign travel or other campaign expenses in the ordinary course of business, provided that the aggregate amount of all such advances by the Borrower outstanding at any time shall not exceed an aggregate amount of ONE HUNDRED THOUSAND Dollars (\$100,000.00) outstanding at any one time.

7.9 Additional Negative Covenants.

Not to, without the Bank's written consent:

- (a) Engage in any activities substantially different from the Borrower's present campaign.
- (b) Liquidate or dissolve the Borrower.

- 12030922111
- (c) Voluntarily suspend its operations.
 - (d) Merge or undertake any other fundamental organizational change.
 - (e) Fail to pay any monetary obligations in the aggregate in excess of \$1,000,000 more than 45 days after the same become due if the obligor has demanded payment therefor and commenced collections proceedings with respect thereto and the Borrower has not paid the obligations within 5 business days following receipt of notice of such commencement of collections proceeds and, if the obligations are in dispute, the Borrower is not actively contesting them in good faith and has not established adequate resources therefor.
 - (f) Enter into any transaction with a subsidiary or other affiliate except in the ordinary course of Borrower's campaign.
 - (g) Incur capital expenditures except in the ordinary course of Borrower's campaign.
 - (h) Enter into any swap transaction that is collateralized or is not subordinated to the loan.
 - (i) Attempt to invoke sovereign immunity.
 - (j) Enter into any other contract with covenants more restrictive than those set forth in this Agreement without incorporating such more restrictive covenants into this Agreement.
 - (k) Change the allocation formula set forth in the Amended and Restated Joint Fundraising Agreement dated as of March 1, 2012 in a manner that allocates contributions to any participant before the Borrower.

7.10 Notices to Bank.

To promptly notify the Bank in writing of:

- (a) Any lawsuit over ONE HUNDRED THOUSAND Dollars (\$100,000.00) against the Borrower.
- (b) Any substantial dispute between any governmental authority and the Borrower, including, but not limited to, proceedings with respect to ERISA or Environmental Laws.
- (c) Any event of default under this Agreement, or any event which, with notice or lapse of time or both, would constitute an event of default.
- (d) Any material adverse change in the Borrower's condition (financial or otherwise), operations, properties or prospects, or ability to repay the credit.
- (e) Any change in the Borrower's name, legal structure, principal residence (for an individual), state of registration (for a registered entity), place of business, or chief executive office if the Borrower has more than one place of business.
- (f) Any actual contingent liabilities of the Borrower, and any such contingent liabilities which are reasonably foreseeable, where such liabilities are in excess of ONE HUNDRED THOUSAND Dollars (\$100,000.00) in the aggregate.
- (g) Any material change in the Borrower's accounting or financial reporting practices.

7.11 Insurance.

- (a) General Business Insurance. To maintain insurance as is usual for the business it is in.
- (b) Evidence of Insurance. Upon the request of the Bank, to deliver to the Bank a copy of each insurance policy, or, if permitted by the Bank, a certificate of insurance listing all insurance in force.

7.12 Compliance with Laws.

To comply with the laws (including any fictitious or trade name statute), regulations, and orders of any government body with authority over the Borrower's campaign or operations. The Bank shall have no obligation to make any advance to the

Borrower except in compliance with all applicable laws and regulations and the Borrower shall fully cooperate with the Bank in complying with all such applicable laws and regulations.

7.13 ERISA Plans.

Promptly during each year, to pay and cause any subsidiaries to pay contributions adequate to meet at least the minimum funding standards under ERISA with respect to each and every Plan; file each annual report required to be filed pursuant to ERISA in connection with each Plan for each year; and notify the Bank within ten (10) days of the occurrence of any Reportable Event that might constitute grounds for termination of any capital Plan by the Pension Benefit Guaranty Corporation or for the appointment by the appropriate United States District Court of a trustee to administer any Plan. Capitalized terms in this paragraph shall have the meanings defined within ERISA.

7.14 Books and Records.

To maintain adequate books and records.

7.15 Audits.

To allow the Bank and its agents to inspect the Borrower's properties and examine, audit, and make copies of books and records at any reasonable time upon prior reasonable written notice. If any of the Borrower's properties, books or records are in the possession of a third party, the Borrower authorizes that third party to permit the Bank or its agents to have access to perform inspections or audits and to respond to the Bank's requests for information concerning such properties, books and records.

7.16 Perfection of Liens.

To help the Bank perfect and protect its security interests and liens, and reimburse it for related out-of-pocket costs it incurs to protect its security interests and liens.

7.17 Cooperation.

To take any action reasonably requested by the Bank to carry out the intent of this Agreement.

8. DEFAULT AND REMEDIES

If any of the following events of default occurs, the Bank may do one or more of the following: declare the Borrower in default, stop making any additional credit available to the Borrower, and require the Borrower to repay its entire debt immediately and without prior notice. If an event which, with notice or the passage of time, will constitute an event of default has occurred and is continuing, the Bank has no obligation to make advances or extend additional credit under this Agreement (including, but not limited to, if an event of default occurs under Paragraph 7.2(b) with respect to the October 31, 2012 Borrower's ledger balance). In addition, if any event of default occurs, the Bank shall have all rights, powers and remedies available under any instruments and agreements required by or executed in connection with this Agreement, as well as all rights and remedies available at law or in equity, with respect to the Bank's collateral or otherwise. If an event of default occurs under the paragraph entitled "Bankruptcy," below, with respect to the Borrower, then the entire debt outstanding under this Agreement will automatically be due immediately.

8.1 Failure to Pay.

The Borrower fails to make a payment under this Agreement when due.

12030922112

8.2 Other Bank Agreements.

Any default occurs under any other agreement the Borrower has with the Bank or any affiliate of the Bank.

8.3 Cross-default.

Any default occurs under any agreement in connection with any credit the Borrower has obtained from anyone else or which the Borrower has guaranteed.

8.4 False Information.

The Borrower has given the Bank false or misleading information or representations.

8.5 Bankruptcy.

The Borrower files a bankruptcy petition, a bankruptcy petition is filed against any of the foregoing parties, or the Borrower makes a general assignment for the benefit of creditors.

8.6 Receivers.

A receiver or similar official is appointed for a substantial portion of the Borrower's operations, or the Borrower's operations are terminated.

8.7 Lien Priority.

The Bank fails to have an enforceable first lien (except for any prior liens to which the Bank has consented in writing or which are permitted pursuant to Section 7.5) on or security interest in any property given as security for this Agreement.

8.8 Lawsuits.

Any lawsuit or lawsuits are filed on behalf of one or more trade creditors against the Borrower in an aggregate amount of ONE MILLION Dollars (\$1,000,000.00) or more in excess of any insurance coverage.

8.9 Judgments.

Any judgments or arbitration awards are entered against the Borrower, or the Borrower enters into any settlement agreements with respect to any litigation or arbitration, in an aggregate amount of ONE MILLION Dollars (\$1,000,000.00) or more in excess of any insurance coverage.

8.10 Material Adverse Change.

A material adverse change occurs, or is reasonably likely to occur, in the Borrower's condition (financial or otherwise), operations, properties or prospects, or ability to repay the credit.

8.11 Government Action.

Any government authority takes action that the Bank reasonably believes materially adversely affects the Borrower's financial condition or ability to repay.

8.12 Default under Related Documents.

Any default occurs under any subordination agreement, security agreement, deed of trust, mortgage, or other document required by or delivered in connection with this Agreement or any such document is no longer in effect.

8.13 ERISA Plans.

Any one or more of the following events occurs with respect to a Plan of the Borrower subject to Title IV of ERISA, provided such event or events could reasonably be expected to subject the Borrower to any tax, penalty or liability (or any combination of the foregoing) which, in the aggregate, could have a material adverse effect on the financial condition of the Borrower:

12030922113

- (a) A reportable event shall occur under Section 4043(c) of ERISA with respect to a Plan.
- (b) Any Plan termination (or commencement of proceedings to terminate a Plan) or the full or partial withdrawal from a Plan by the Borrower or any ERISA Affiliate.

8.14 Other Breach Under Agreement.

A default occurs under any other term or condition of this Agreement not specifically referred to in this Article. This includes any failure or anticipated failure by the Borrower to comply with any financial covenants set forth in this Agreement, including, but not limited to, financial reporting covenants, whether such failure is evidenced by financial statements delivered to the Bank or is otherwise known to the Borrower or the Bank.

8.15 Invalidity.

Any actual or asserted invalidity or impairment of any loan documentation.

8.16 Insolvency.

The Borrower is unable to pay its debts when due or is otherwise deemed insolvent or bankrupt.

9. ENFORCING THIS AGREEMENT; MISCELLANEOUS

9.1 GAAP.

Except as otherwise stated in this Agreement, all financial information provided to the Bank and all financial covenants will be made under generally accepted accounting principles, consistently applied.

9.2 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia. To the extent that the Bank has greater rights or remedies under federal law, whether as a national bank or otherwise, this paragraph shall not be deemed to deprive the Bank of such rights and remedies as may be available under federal law.

9.3 Successors and Assigns.

This Agreement is binding on the Borrower's and the Bank's successors and assignees. The Borrower agrees that it may not assign this Agreement without the Bank's prior consent. The Bank may sell participations in or assign this loan, and may exchange information about the Borrower (including, without limitation, any information regarding any hazardous substances) with actual or potential participants or assignees. If a participation is sold or the loan is assigned, the purchaser will have the right of set-off against the Borrower. This Agreement may not be amended, nor any provision hereof waived, without the Bank's prior written consent.

9.4 Dispute Resolution Provision.

This paragraph, including the subparagraphs below, is referred to as the "Dispute Resolution Provision." This Dispute Resolution Provision is a material inducement for the parties entering into this agreement.

- (a) This Dispute Resolution Provision concerns the resolution of any controversies or claims between the parties, whether arising in contract, tort or by statute, including but not limited to controversies or claims that arise out of or relate to: (i) this agreement (including any renewals, extensions or modifications); or (ii) any document related to this agreement (collectively a "Claim"). For the purposes of this Dispute Resolution Provision only, the term "parties" shall include any parent corporation, subsidiary or affiliate of the Bank involved in the servicing, management or administration of any obligation described or evidenced by this agreement.
- (b) At the request of any party to this agreement, any Claim shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (Title 9, U.S. Code) (the "Act"). The Act will apply even though this agreement provides that it is governed by the law of a specified state.
- (c) Arbitration proceedings will be determined in accordance with the Act, the then-current rules and procedures for the arbitration of financial services disputes of the American Arbitration Association or any successor thereof

12030922114

("AAA"), and the terms of this Dispute Resolution Provision. In the event of any inconsistency, the terms of this Dispute Resolution Provision shall control. If AAA is unwilling or unable to (i) serve as the provider of arbitration or (ii) enforce any provision of this arbitration clause, the Bank may designate another arbitration organization with similar procedures to serve as the provider of arbitration.

- (d) The arbitration shall be administered by AAA and conducted, unless otherwise required by law, in any U.S. state where real or tangible personal property collateral for this credit is located or if there is no such collateral, in the state specified in the governing law section of this agreement. All Claims shall be determined by one arbitrator; however, if Claims exceed Five Million Dollars (\$5,000,000), upon the request of any party, the Claims shall be decided by three arbitrators. All arbitration hearings shall commence within ninety (90) days of the demand for arbitration and close within ninety (90) days of commencement and the award of the arbitrator(s) shall be issued within thirty (30) days of the close of the hearing. However, the arbitrator(s), upon a showing of good cause, may extend the commencement of the hearing for up to an additional sixty (60) days. The arbitrator(s) shall provide a concise written statement of reasons for the award. The arbitration award may be submitted to any court having jurisdiction to be confirmed and have judgment entered and enforced.
- (e) The arbitrator(s) will give effect to statutes of limitation in determining any Claim and may dismiss the arbitration on the basis that the Claim is barred. For purposes of the application of any statutes of limitation, the service on AAA under applicable AAA rules of a notice of Claim is the equivalent of the filing of a lawsuit. Any dispute concerning this arbitration provision or whether a Claim is arbitrable shall be determined by the arbitrator(s), except as set forth at subparagraph (h) of this Dispute Resolution Provision. The arbitrator(s) shall have the power to award legal fees pursuant to the terms of this agreement.
- (f) This paragraph does not limit the right of any party to: (i) exercise self-help remedies, such as but not limited to, setoff; (ii) initiate judicial or non-judicial foreclosure against any real or personal property collateral; (iii) exercise any judicial or power of sale rights, or (iv) act in a court of law to obtain an interim remedy, such as but not limited to, injunctive relief, writ of possession or appointment of a receiver, or additional or supplementary remedies.
- (g) The filing of a court action is not intended to constitute a waiver of the right of any party, including the suing party, thereafter to require submittal of the Claim to arbitration.
- (h) Any arbitration or trial by a judge of any Claim will take place on an individual basis without resort to any form of class or representative action (the "Class Action Waiver"). Regardless of anything else in this Dispute Resolution Provision, the validity and effect of the Class Action Waiver may be determined only by a court and not by an arbitrator. The parties to this Agreement acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between the parties and is nonseverable from the agreement to arbitrate Claims. If the Class Action Waiver is limited, voided or found unenforceable, then the parties' agreement to arbitrate shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. **The Parties acknowledge and agree that under no circumstances will a class action be arbitrated.**
- (i) By agreeing to binding arbitration, the parties irrevocably and voluntarily waive any right they may have to a trial by jury in respect of any Claim. Furthermore, without intending in any way to limit this agreement to arbitrate, to the extent any Claim is not arbitrated, the parties irrevocably and voluntarily waive any right they may have to a trial by jury in respect of such Claim and consent to the jurisdiction of the courts of the District of Columbia. This waiver of jury trial shall remain in effect even if the Class Action Waiver is limited, voided or found unenforceable. **WHETHER THE CLAIM IS DECIDED BY ARBITRATION OR BY TRIAL BY A JUDGE, THE PARTIES AGREE AND UNDERSTAND THAT THE EFFECT OF THIS AGREEMENT IS THAT THEY ARE GIVING UP THE RIGHT TO TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW.**

9.5 Severability Waivers.

If any part of this Agreement is not enforceable, the rest of the Agreement may be enforced. The Bank retains all rights, even if it makes a loan after default. If the Bank waives a default, it may enforce a later default. Any consent or waiver under this Agreement must be in writing.

9.6 Attorneys' Fees.

The Borrower shall reimburse the Bank for any reasonable out-of-pocket costs and reasonable attorneys' fees incurred by the Bank in connection with the enforcement or preservation of any rights or remedies under this Agreement and any

12030922115

other documents executed in connection with this Agreement, and in connection with any amendment, waiver, "workout" or restructuring under this Agreement. In the event of a lawsuit or arbitration proceeding, the prevailing party is entitled to recover out-of-pocket costs and reasonable attorneys' fees incurred in connection with the lawsuit or arbitration proceeding, as determined by the court or arbitrator. In the event that any case is commenced by or against the Borrower under the Bankruptcy Code (Title 11, United States Code) or any similar or successor statute, the Bank is entitled to recover out-of-pocket costs and reasonable attorneys' fees incurred by the Bank related to the preservation, protection, or enforcement of any rights of the Bank in such a case.

9.7 Set-Off.

- (a) In addition to any rights and remedies of the Bank provided by law, upon the occurrence and during the continuance of any event of default under this Agreement, the Bank is authorized, at any time, to set off and apply any and all Deposits of the Borrower held by the Bank (including, but not limited to, Deposits in the Collateral Account) against any and all Obligations owing to the Bank. The set-off may be made irrespective of whether or not the Bank shall have made demand under this Agreement or any guaranty, and although such Obligations may be contingent or unmatured or denominated in a currency different from that of the applicable Deposits.
- (b) The set-off may be made without prior notice to the Borrower or any other party, any such notice being waived by the Borrower to the fullest extent permitted by law. The Bank agrees promptly to notify the Borrower after any such set-off and application; provided, however, that the failure to give such notice shall not affect the validity of such set-off and application.
- (c) For the purposes of this paragraph, "Deposits" means any deposits (general or special, time or demand, provisional or final, individual or joint) and any instruments owned by the Borrower which come into the possession or custody or under the control of the Bank. "Obligations" means all obligations, now or hereafter existing, of the Borrower to the Bank under this Agreement and under any other agreement or instrument executed in connection with this Agreement.

9.8 One Agreement.

This Agreement and any related security or other agreements required by this Agreement, collectively:

- (a) represent the sum of the understandings and agreements between the Bank and the Borrower concerning this credit;
- (b) replace any prior oral or written agreements between the Bank and the Borrower concerning this credit; and
- (c) are intended by the Bank and the Borrower as the final, complete and exclusive statement of the terms agreed to by them.

In the event of any conflict between this Agreement and any other agreements required by this Agreement, this Agreement will prevail. This Agreement shall evidence the Borrower's promise to pay the obligations described hereunder. Any reference in any related document to a "promissory note" or a "note" executed by the Borrower and dated as of the date of this Agreement shall be deemed to refer to this Agreement, as now in effect or as hereafter amended, renewed, or restated.

9.9 Indemnification.

The Borrower will indemnify and hold the Bank harmless from any loss, liability, damages, judgments, and costs of any kind relating to or arising directly or indirectly out of (a) this Agreement or any document required hereunder, (b) any credit extended or committed by the Bank to the Borrower hereunder, (c) the Borrower's use of loan proceeds, and (d) any litigation or proceeding related to or arising out of this Agreement, any such document, or any such credit. This indemnity includes but is not limited to reasonable attorneys' fees (including the allocated cost of internal counsel) and settlement costs. This indemnity extends to the Bank, its parent, subsidiaries and all of their directors, officers, employees, agents, successors, attorneys, advisors and assigns. This indemnity will survive repayment of the Borrower's obligations to the Bank. All sums due to the Bank hereunder shall be obligations of the Borrower, due and payable immediately without demand.

9.10 Notices.

12030922116

9.10 Notices.

Unless otherwise provided in this Agreement or in another agreement between the Bank and the Borrower, all notices required under this Agreement shall be personally delivered or sent by first class mail, postage prepaid, or by overnight courier, to the addresses on the signature page of this Agreement, or sent by facsimile to the fax numbers listed on the signature page, or to such other addresses as the Bank and the Borrower may specify from time to time in writing. Notices and other communications shall be effective (i) if mailed, upon the earlier of receipt or five (5) days after deposit in the U.S. mail, first class, postage prepaid, (ii) if telecopied, when transmitted, or (iii) if hand-delivered, by courier or otherwise (including telegram, lettergram or mailgram), when delivered.

9.11 Headings.

Article and paragraph headings are for reference only and shall not affect the interpretation or meaning of any provisions of this Agreement.

9.12 Counterparts.

This Agreement may be executed in as many counterparts as necessary or convenient, and by the different parties on separate counterparts each of which, when so executed, shall be deemed an original but all such counterparts shall constitute but one and the same agreement.

9.13 Borrower Information; Reporting to Credit Bureaus.

The Borrower authorizes the Bank at any time to verify or check any information given by the Borrower to the Bank, check the Borrower's credit references, verify employment, and obtain credit reports. The Borrower agrees that the Bank shall have the right at all times to disclose and report to credit reporting agencies and credit rating agencies such information pertaining to the Borrower as is consistent with the Bank's policies and practices from time to time in effect.

9.14 Confidentiality.

The Bank agrees to keep confidential all non-public written information provided to it by Borrower pursuant to this Agreement that is designated by such Borrower as confidential; provided that nothing herein shall prevent the Bank from disclosing any such information (a) to any participant or prospective participant which agrees to comply with the provisions of this Section, (b) any of its employees, directors, agents, attorneys, accountants and other professional advisors, (c) upon the request or demand of any governmental authority having jurisdiction over it, (d) in response to any order of any court or other governmental authority or as may otherwise be required pursuant to any requirement of law, (e) if requested or required to do so in connection with any litigation or similar proceeding, except that Bank will provide Borrower with reasonable notice and an opportunity to contest such disclosure, (f) which has been publicly disclosed other than in breach of this section, (g) to any governmental authority in connection with any regulatory examination of the Bank or in accordance with the Bank's regulatory compliance policy, or (h) in connection with the exercise of any remedy hereunder or under any other loan document.

12030922117

The Borrower executed this Agreement as of the date stated at the top of the first page, intending to create an instrument under seal.

Bank of America, N.A.

By: Helen M. Allen

Helen M. Allen
Senior Vice President,
Senior Credit Products Officer

Address where notices to
the Bank are to be sent:

Bank of America, NA
730 Fifteenth Street, NW, 4th Floor
Washington, D.C. 20005
Facsimile: (202) 442-3988

Obama for America

By: _____ (Seal)

Ann Marie Habershaw
Chief Operating Officer

Address where notices to
the Borrower are to be sent:

Obama for America
P.O. Box 8102
Chicago, Illinois 60680
Telephone: (312) 819-2500

Federal law requires Bank of America, N.A. (the "Bank") to provide the following notice. The notice is not a part of the foregoing agreement or instrument and may not be altered. Please read the notice carefully.

USA PATRIOT ACT NOTICE

Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account or obtains a loan. The Bank will ask for the Borrower's legal name, address, tax ID number or social security number and other identifying information. The Bank may also ask for additional information or documentation or take other actions reasonably necessary to verify the identity of the Borrower or other related persons.

12030922118

The Borrower executed this Agreement as of the date stated at the top of the first page, intending to create an instrument under seal.

Bank of America, N.A.

By: _____

Helen M. Allen
Senior Vice President,
Senior Credit Products Officer

Address where notices to
the Bank are to be sent:

Bank of America, NA
730 Fifteenth Street, NW, 4th Floor
Washington, D.C. 20005
Facsimile: (202) 442-3988

Obama for America

By: Ann Marie Habershaw (Seal)

Ann Marie Habershaw
Chief Operating Officer

Address where notices to
the Borrower are to be sent:

Obama for America
P.O. Box 8102
Chicago, Illinois 60680
Telephone: (312) 819-2500

Federal law requires Bank of America, N.A. (the "Bank") to provide the following notice. The notice is not a part of the foregoing agreement or instrument and may not be altered. Please read the notice carefully.

USA PATRIOT ACT NOTICE

Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account or obtains a loan. The Bank will ask for the Borrower's legal name, address, tax ID number or social security number and other identifying information. The Bank may also ask for additional information or documentation or take other actions reasonably necessary to verify the identity of the Borrower or other related persons.

12030922119

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 checked="" type="checkbox"/> Hand Delivered	Date of Receipt <i>10/19/12</i>
<input type="checkbox"/> USPS First Class Mail	Postmarked
<input type="checkbox"/> USPS Registered/Certified	Postmarked (R/C)
<input type="checkbox"/> USPS Priority Mail Delivery Confirmation™ or Signature Confirmation™ Label <input type="checkbox"/>	Postmarked
<input type="checkbox"/> USPS Express Mail	Postmarked
<input type="checkbox"/> Postmark Illegible	
<input type="checkbox"/> No Postmark	
<input type="checkbox"/> Overnight Delivery Service (Specify): Next Business Day Delivery <input type="checkbox"/>	Shipping Date
<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

Chm
 PREPARER

10/19/12
 DATE PREPARED

(3/2005)

12030922120