North Dakota Republican Party
ND GOP

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March 11, 2009

Ms. Jodi Winship
Senior Campaign Finance Analyst
Reports Analysis Division
Federal Election Commission
Washington, DC 20463

ID: C00018929

RE: Amended October Monthly Report (9/1/08-9/30/08)

Dear Ms. Winship:

In response to your letter of February 18, 2009, enclosed please find our Starion Financial line of credit restructuring agreement as well as a hard copy of our Schedule C-1 which details the restructuring of that line of credit.

Sincerely,

Breezy Kohls

Breezy Kohls
Assistant Treasurer
North Dakota Republican Party

/s
Enclosure

SCHEDULE C-1 (FEC Form 3X)
LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS

Federal Election Commission, Washington, D.C. 20463

Supplementary for Information found on Page 56 / 57 of Schedule C

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Name of Committee (in Full): NORTH DAKOTA REPUBLICAN PARTY

FEC IDENTIFICATION NUMBER: C00018929

Back Ref ID: 2008760H1

LENDING INSTITUTION (LENDER)
Full Name: Starion Financial

Amount of Loan: 63700.00

Interest Rate (APR): 5.00 %

Mailing Address: PO Box 777

City: Bismarck | State: ND | Zip Code: 58502-0777

Date Incurred or Established: 07 29 2004

Date Due: 08/20/2009

A. Has loan been restructured? [ ] No [X] Yes — If yes, date originally incurred: 07 29 2004

B. If line of credit, Amount of this Draw: 63700.00 — Total Outstanding balance: 46500.00

C. Are other parties secondarily liable for the debt incurred? [X] No [ ] Yes (Endorsers and guarantors must be reported on Sch. C)

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? [X] No [ ] Yes If yes, specify:

What is the value of this collateral? 0.00

Does the lender have a perfected security interest in it? [X] No [ ] Yes

E. Are any future contributions or future receipts of interest income, pledged as collateral for the loan? [X] No [ ] Yes If yes, specify:

What is the estimated value? 0.00

A depository account must be estabished pursuant to 11 CFR 100.82 and 100.142.

Date account established:

Location of account

Address:

City, State, Zip:

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 the basis on which it assures repayment.

G. COMMITTEE TREASURER
Typed Name: Ms Breezy Kohls
Signature: Breezy Kohls
DATE: 08 20 2008

H. Attach a signed copy of the loan agreement.

I. TO BE SIGNED BY THE LENDING INSTITUTION:
I. To the best of this institution's knowledge, the terms of the loan and other information regarding the extension of this loan are accurate as stated above.
II. The loan was made on terms and conditions (including interest rate) no more favorable at the time than those imposed for similar extensions of credit to other borrowers of comparable credit worthiness.
III. 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 at 11 CFR 100.82 and 100.142 in making this loan.

AUTHORIZED REPRESENTATIVE
Typed Name: Mr Gary Emmeth
Signature: Gary Emmeth
Title: Chairman
DATE: 08 20 2008

29950052219

NORTH DAKOTA REPUBLICAN PARTY 1029 N 5TH ST BISMARCK, ND 58501-3912 **BORROWER'S NAME AND ADDRESS** "I" includes each borrower above, jointly and severally.	STARION FINANCIAL 333 N 4TH ST BISMARCK, ND 58501 **LENDER'S NAME AND ADDRESS** "You" means the lender, its successors and assigns.	Line of Credit No. ____ Date 08-20-2008 Max. Credit Amt. 100,000.00 Loan Ref. No. ____

You have extended to me a line of credit in the **AMOUNT** of ONE HUNDRED THOUSAND AND NO/100 $ 100,000.00.

You will make loans to me from time to time until 4:00 P.m. on 08-20-09. Although the line of credit expires on that date, I will remain obligated to perform all my duties under this agreement so long as I owe you any money advanced according to the terms of this agreement, as evidenced by any note or notes I have signed promising to repay these amounts.

This line of credit is an agreement between you and me. It is not intended that any third party receive any benefit from this agreement, whether by direct payment, reliance for future payment or in any other manner. This agreement is not a letter of credit.

1. AMOUNT: This line of credit is:

☐ OBLIGATORY: You may not refuse to make a loan to me under this line of credit unless one of the following occurs:
a. I have borrowed the maximum amount available to me;
b. This line of credit has expired;
c. I have defaulted on the note (or notes) which show my indebtedness under this line of credit;
d. I have violated any term of this line of credit or any note or other agreement entered into in connection with this line of credit;
e. _____

☒ DISCRETIONARY: You may refuse to make a loan to me under this line of credit once the aggregate outstanding advances equal or exceed ZERO AND NO/100 $ 0.00.

Subject to the obligatory or discretionary limitations above, this line of credit is:

☒ OPEN-END (Business or Agricultural only): I may borrow up to the maximum amount of principal more than one time.

☐ CLOSED-END: I may borrow up to the maximum only one time.

2. PROMISSORY NOTE: I will repay any advances made according to this line of credit agreement as set out in the promissory note, I signed on 08-20-2008, or any note(s) I sign at a later time which represent advances under this agreement. The note(s) set(s) out the terms relating to maturity, interest rate, repayment and advances. If indicated on the promissory note, the advances will be made as follows: _____

3. RELATED DOCUMENTS: I have signed the following documents in connection with this line of credit and note(s) entered into in accordance with this line of credit:

☐ security agreement dated _____ ☐ _____
☐ mortgage dated _____ ☐ _____
☐ guaranty dated _____ ☐ _____

4. REMEDIES: If I am in default on the note(s) you may:
a. take any action as provided in the related documents;
b. without notice to me, terminate this line of credit.

By selecting any of these remedies you do not give up your right to later use any other remedy. By deciding not to use any remedy should I default, you do not waive your right to later consider the event a default, if it happens again.

5. COSTS AND FEES: If you hire an attorney to enforce this agreement I will pay your reasonable attorney's fees, where permitted by law. I will also pay your court costs and costs of collection, where permitted by law.

6. COVENANTS: For as long as this line of credit is in effect or I owe you money for advances made in accordance with the line of credit, I will do the following:
a. maintain books and records of my operations relating to the need for this line of credit;
b. permit you or any of your representatives to inspect and/or copy these records;
c. provide to you any documentation requested by you which support the reason for making any advance under this line of credit;
d. permit you to make any advance payable to the seller (or seller and me) of any items being purchased with that advance;
e. _____

7. NOTICES: All notices or other correspondence with me should be sent to my address stated above. The notice or correspondence shall be effective when deposited in the mail, first class, or delivered to me in person.

8. MISCELLANEOUS: This line of credit may not be changed except by a written agreement signed by you and me. The law of the state in which you are located will govern this agreement. Any term of this agreement which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation.

FOR THE LENDER

TJ ROONEY

Title AVP/BUSINESS BANKING OFFICER

SIGNATURES: I AGREE TO THE TERMS OF THIS LINE OF CREDIT. I HAVE RECEIVED A COPY ON TODAY'S DATE.

GARY EMINETH, CHAIRMAN

BREEZY KOHLS, ASSISTANT TREASURER

NORTH DAKOTA REPUBLICAN PARTY 1029 N 5TH ST BISMARCK, ND 58501-3912 **BORROWER'S NAME AND ADDRESS** "I" includes each borrower above, jointly and severally.	STARION FINANCIAL 333 N 4TH ST BISMARCK, ND 58501 **LENDER'S NAME AND ADDRESS** "You" means the lender, its successors and assigns.	Loan Number _____ Date 08-20-2008 Maturity Date 08-20-2009 Loan Amount $ 100,000.00 Renewal Of 20684921 PORT/PI/ACT 621157/SM

For value received, I promise to pay to you, or your order, at your address listed above the **PRINCIPAL** sum of ONE HUNDRED THOUSAND AND NO/100 Dollars $ 100,000.00

☐ **Single Advance:** I will receive all of this principal sum on _____. No additional advances are contemplated under this note.

☒ **Multiple Advance:** The principal sum shown above is the maximum amount of principal I can borrow under this note. On 08-20-2008 I will receive the amount of $79,951.82 and future principal advances are contemplated.

Conditions: The conditions for future advances are _____

☒ **Open End Credit:** You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on 08-20-2009.

☐ **Closed End Credit:** You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

INTEREST: I agree to pay interest on the outstanding principal balance from 08-20-2008 at the rate of 5.000 % per year until 08-21-2008.

☒ **Variable Rate:** This rate may then change as stated below.

☒ **Index Rate:** The future rate will be EQUAL TO the following index rate: THE BASE RATE ON CORPORATE LOANS POSTED BY AT LEAST 75% OF THE 30 LARGEST U.S. BANKS KNOWN AS THE WALL STREET JOURNAL U.S. PRIME RATE.

☐ **No Index:** The future rate will not be subject to any internal or external index. It will be entirely in your control.

☒ **Frequency and Timing:** The rate on this note may change as often as EVERY DAY BEGINNING 08-21-2008.
A change in the interest rate will take effect ON THE SAME DAY.

☐ **Limitations:** During the term of this loan, the applicable annual interest rate will not be more than _____ % or less than _____ %. The rate may not change more than _____ % each _____.

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:

☒ The amount of each scheduled payment will change. ☒ The amount of the final payment will change.

☐ _____.

ACCRUAL METHOD: Interest will be calculated on a ACTUAL/360 basis.

☒ **LATE CHARGE:** If a payment is made more than 10 days after it is due, I agree to pay a late charge of 15.000% OF THE PAYMENT AMOUNT WITH A MIN OF $1.00 AND A MAX OF $30.00.

☒ **ADDITIONAL CHARGES:** In addition to interest, I agree to pay the following charges which ☐ are ☒ are not included in the principal amount above: $100.00 ORIGINATION FEE.

PAYMENTS: I agree to pay this note as follows:

ON DEMAND, BUT IF NO DEMAND IS MADE THEN MONTHLY PAYMENTS OF ACCRUED INTEREST CALCULATED ON THE AMOUNT OF CREDIT OUTSTANDING BEGINNING ON 10-01-2008 AND PRINCIPAL DUE ON 08-20-2009. THIS IS A VARIABLE RATE LOAN AND THE PAYMENT AMOUNTS MAY CHANGE. THE FINAL PAYMENT MAY ALSO CHANGE.

ADDITIONAL TERMS:
THIS LOAN IS NOT FURTHER SECURED

☐ **DEFICIENCY JUDGMENT:** *This note is secured by Commercial Real Property, as defined on page 2, therefore,* you have the right to proceed to obtain and collect a deficiency judgment against me, together with foreclosure of the real property mortgaged under applicable laws.

☐ **SECURITY:** This note is separately secured by (describe separate document by type and date):

(This section is for your internal use. Failure to list a separate security document does not mean the agreement will not secure this note.)

PURPOSE: The purpose of this loan is RENEW OPERATING LOC.

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGE 2). I have received a copy on today's date.

NORTH DAKOTA REPUBLICAN PARTY

GARY EMINETH, CHAIRMAN

BREEZY KOHLS, ASSISTANT TREASURER

Signature for Lender

TJ ROONEY, AVP/BUSINESS BANKING OFFICER

UNIVERSAL NOTE

DEFINITIONS: As used on page 1, "☒" means the terms that apply to this loan. "I," "me" or "my" *means each Borrower who signs this note* and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

APPLICABLE LAW: *The law of the state in which you are located will* govern this note. Any term of this note which is contrary to applicable law will not be *effective, unless the law permits you and me to agree* to such a variation. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without your *express written consent. Time is of the essence* in this agreement.

COMMISSIONS OR OTHER REMUNERATION - I understand and agree that any insurance premiums paid to insurance companies as part of this note will involve money retained by you or paid back to you as commissions or other remuneration.

In addition, I understand and agree that some other payments to third parties as part of this note may also involve money retained by you or *paid back to you as commissions* or other remuneration.

PAYMENTS: Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement *on this note. I may prepay a part of, or the entire balance of this loan* without penalty, unless we specify to the contrary on this note. Any partial prepayment will not excuse or reduce any later scheduled payment until this note is paid in full (unless, when I make the prepayment, you and I agree in writing to the contrary).

INTEREST: Interest accrues on the principal remaining unpaid from time *to time, at the rate specified on page 1. If this note is not paid in full* at maturity, interest will accrue after maturity on the unpaid balance of this note, on the same fixed or variable rate basis in effect before maturity, until paid in full. If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The interest rate in effect on this note at any given time will apply to the *entire principal advanced at that time. Notwithstanding anything to the* contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to here (either before or after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually *collect more interest than allowed by law and this agreement, you agree to refund it to me.*

INDEX RATE: The index will serve only as a device for setting the rate on this note. You do not guarantee by selecting this index, or the margin, that the rate on this note will be the same rate you charge on any other loans or class of loans to me or other borrowers.

ACCRUAL METHOD: *The amount of interest that I will pay on this loan* will be calculated using the interest rate and accrual method stated on page 1 of this note. For the purpose of interest calculation, the accrual method will determine the number of days in a "year." If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

SINGLE ADVANCE LOANS: *If this is a single advance loan, you and I* expect that you will make only one advance of principal. However, you may add other *amounts to the principal if you make any payments* described in the "PAYMENTS BY LENDER" paragraph below.

MULTIPLE ADVANCE LOANS: If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed end credit, repaying a part of the principal will not entitle me to additional credit.

PAYMENTS BY LENDER: If you are authorized to pay, on my behalf, charges I am obligated to pay (such as property insurance premiums), then you may treat those payments made by you as advances and add them to the unpaid principal under this note, or you may demand immediate payment of the charges.

SET-OFF: I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

(1) any deposit account balance I have with you;

(2) any money owed to me on an item presented to you or in your possession for collection or exchange; and

(3) any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of *this note at the time you set off. This total includes any balance the due* date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights are only as a representative. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

REAL ESTATE OR RESIDENCE SECURITY: If this note is secured by r estate or a residence that is personal property, the existence of a defa and your remedies for such a default will be determined by applica law, by the terms of any separate instrument creating the secu interest and, to the extent not prohibited by *law and not contrary to* terms of the separate security instrument, by the "Default" a "Remedies" paragraphs herein.

DEFAULT: *I will be in default if any one or more of the following occur:* (fail to make a payment on time or in the amount due; (2) I fail to keep property insured, if required; (3) I fail to pay, or keep any promise, on a debt or agreement I have with you; (4) any other creditor of mine attempts collect any debt I owe him through court proceedings; (5) I die, am decla incompetent, make an assignment for the benefit of creditors, or beco insolvent (either because my liabilities exceed my assets or I am unable pay my debts as they become due); (6) I make any written statement provide any financial information that is untrue or inaccurate at the time it v provided; (7) I do or fail to do something which causes you to believe that *will have difficulty collecting the amount I owe you;* (8) any collateral secur this note is used in a manner or for a purpose which threatens confiscation a legal authority; (9) I change my name or assume an additional na without first notifying you before making such a change; (10) I fail to pla cultivate and harvest crops in due season if I am a producer of crops; (11) a loan proceeds are used for a purpose that will contribute to excessive eros of highly erodible land or to the conversion of wetlands to produce agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subp G, Exhibit M.

REMEDIES: If I am in default on this note you have, but are not limited the following remedies:

(1) You may demand immediate payment of all I owe you under t note (principal, accrued unpaid interest and other accrued charge

(2) *You may set off this debt against any right I have to the paym* of money from you, subject to the terms of the "Set-C paragraph herein.

(3) You may demand security, additional security, or additional part to be obligated to pay this note as a condition for not using a other remedy.

(4) You may refuse to make advances to me or allow purchases credit by me.

(5) You may use any remedy you have under state or federal law.

By selecting any one or more of these remedies you do not give your right to later use any other remedy. By waiving your right to decl an event to be a default, you do not waive your right to later consider event as a default if it continues or happens again.

COSTS OF COLLECTION AND ATTORNEYS' FEES: I agree to pay reasonable costs allowed by law that you incur to collect this debt realize on any security. To the extent permitted by the United Sta Bankruptcy Code, I also agree to pay the reasonable attorneys' fees a costs that you incur to collect this debt or realize on any security awarded by any court exercising jurisdiction under the Bankruptcy Cod

WAIVER: I give up my rights to require you to do certain things. I will require you to:

(1) demand payment of amounts due (presentment);

(2) obtain official certification of nonpayment (protest); or

(3) give notice that amounts due have not been paid (notice *dishonor).*

I waive any defenses I have based on suretyship or impairment *collateral.*

OBLIGATIONS INDEPENDENT: I understand that I must pay this n even if someone else has also agreed to pay it (by, for example, sign this form or a separate guarantee or endorsement). You may sue alone, or anyone else who is obligated on this note, or any number of together, to collect this note. You may do so without any notice the has not been paid (notice of dishonor). You may without notice rele any party to this agreement without releasing any other party. If you g up any of your rights, with or without notice, it will not affect my duty pay this note. Any extension of new credit to any of us, or renewal this note by all or less than all of us will not release me from my duty pay it. (Of course, you are entitled to only one payment in full.) I ag that you may at your option extend this note or the debt represented *this note, or any portion of the note or debt, from time to time with* limit or notice and for any term without affecting my liability for payn of the note. I will not assign my obligation under this agreement with *your prior written approval.*

FINANCIAL INFORMATION: I agree to provide you, upon request, financial statement or information you may deem necessary. I war that the financial statements and information I provide to you are or be accurate, correct and complete.

NOTICE: Unless otherwise required by law, any notice to me shall *given by delivering* it or by *mailing it* by first class mail addressed to at my last known address. My current address is on page 1. I agre inform you in writing of any change in my address. I will give any no to you by mailing it first class to your address stated on page 1 of *agreement, or to any other address that you have designated.*

DEFICIENCY JUDGMENT: For the purposes of deciding when "*Deficiency Judgment*" (*shown on page 1*) applies, "Commercial Property" means any real property other than residential real prop consisting of fewer than three residential units, or agricultural propert defined by North Dakota Century Code § 57-02-01.

DATE OF TRANSACTION	PRINCIPAL ADVANCE	BORROWER'S INITIALS (not required)	PRINCIPAL PAYMENTS	PRINCIPAL BALANCE	INTEREST RATE	INTEREST PAYMENTS	INTEREST PAID THROUGH
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	

_____ _____

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.

☐ Hand Delivered	Date of Receipt
☑ USPS First Class Mail	Postmarked 3/11/09
☐ USPS Registered/Certified	Postmarked (R/C)
☐ USPS Priority Mail	Postmarked
Delivery Confirmation™ or Signature Confirmation™ Label ☐	
☐ USPS Express Mail	Postmarked
☐ Postmark Illegible	
☐ No Postmark	
☐ Overnight Delivery Service (Specify):	Shipping Date
Next Business Day Delivery ☐	
☐ Received from House Records & Registration Office	Date of Receipt
☐ Received from Senate Public Records Office	Date of Receipt
☐ Received from Electronic Filing Office	Date of Receipt
☐ Other (Specify):	Date of Receipt or Postmarked
JMW	3/17/09
PREPARER	DATE PREPARED

(3/2005)

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