

**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 71 of Schedule C

RECEIVED

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| Name of Committee (in Full) Democratic Congressional Campaign Committee | FEC IDENTIFICATION NUMBER C00000935 2009 DEC 4 AM 11:13 |
| Back Ref ID: SC-6016 | |

| | | |
|---|--|---------------------------------------|
| LENDING INSTITUTION (LENDER) Full Name Bank of America, NA | Amount of Loan 20000000.00 | Interest Rate (APR) BBA LIBOR +3 % |
| Mailing Address 730 15th Street, NW | Date Incurred or Established 10 21 2008 | |
| City Washington | State DC | Zip Code 20005 |
| | Date Due 03/31/2010 | |

A. Has loan been restructured? No Yes If yes, date originally incurred : 09 08 2008

B. If line of credit,
Amount of this Draw: 20000000.00 Total Outstanding balance : 15000000.00

C. Are other parties secondarily liable for the debt incurred?
 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?
 No Yes If yes, specify: All Current and Future Assets

What is the value of this collateral?
20000000.00

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

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

What is the estimated value?
20000000.00

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

Date account established: 01 02 1982

Location of account
Bank of America, NA

Address:
730 15th Street, NW

City, State, Zip: Washington DC 20005

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 Brian L. Wolff
Signature *B L Wolff*

DATE
12 02 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 Patricia C. Conley Signature <i>Patricia C. Conley</i> | Title AVP | DATE 12 02 2008 |
|---|-----------|--------------------|

28039940281

AMENDMENT NO. 1 TO LOAN AGREEMENT

This Amendment No. 1 (the "Amendment") dated as of October 21, 2008, is between Bank of America, N.A. (the "Bank") and the Democratic Congressional Campaign Committee, Inc. (the "Borrower").

RECITALS

A. The Bank and the Borrower entered into a certain Loan Agreement dated as of September 8, 2008 (together with any previous amendments, the "Agreement").

B. The Bank and the Borrower desire to amend the Agreement.

AGREEMENT

1. **Definitions.** Capitalized terms used but not defined in this Amendment shall have the meaning given to them in the Agreement.

2. **Amendments.** The Agreement is hereby amended as follows:

2.1 In Paragraph 1.1(a), the amount "FIFTEEN MILLION Dollars (\$15,000,000.00)" is changed to "TWENTY MILLION Dollars (\$20,000,000.00)."

2.2 The following Paragraph 1.3(d) is hereby added: "On December 31, 2008, the Borrower shall repay FIVE MILLION Dollars (\$5,000,000.00) of the principal amount outstanding."

3. **Representations and Warranties.** When the Borrower signs this Amendment, the Borrower represents and warrants to the Bank that: (a) there is no event which is, or with notice or lapse of time or both would be, a default under the Agreement except those events, if any, that have been disclosed in writing to the Bank or waived in writing by the Bank, (b) the representations and warranties in the Agreement are true as of the date of this Amendment as if made on the date of this Amendment, (c) this Amendment does not conflict with any law, agreement, or obligation by which the Borrower is bound, and (d) this Amendment is within the Borrower's powers, has been duly authorized, and does not conflict with any of the Borrower's organizational papers.

4. **Conditions.** This Amendment will be effective when the Bank receives the following items, in form and content acceptable to the Bank:

4.1 If the Borrower or any guarantor is anything other than a natural person, evidence that the execution, delivery and performance by the Borrower and/or such guarantor of this Amendment and any instrument or agreement required under this Amendment have been duly authorized.

4.2 Payment by the Borrower of a loan fee in the amount of FIVE THOUSAND Dollars (\$5,000.00).

4.3 Payment by the Borrower of all costs, expenses and attorneys' fees (including allocated costs for in-house legal services) incurred by the Bank in connection with this Amendment.

5 **Effect of Amendment.** Except as provided in this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.

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6. Counterparts. This Amendment may be executed in counterparts, each of which when so executed shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

7. FINAL AGREEMENT. BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THIS DOCUMENT REPRESENTS THE FINAL AGREEMENT BETWEEN PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, (B) THIS DOCUMENT SUPERSEDES ANY COMMITMENT LETTER, TERM SHEET OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS RELATING TO THE SUBJECT MATTER HEREOF, UNLESS SUCH COMMITMENT LETTER, TERM SHEET OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS EXPRESSLY PROVIDES TO THE CONTRARY, (C) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (D) THIS DOCUMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

The parties executed this Amendment as of the date stated at the beginning of this Amendment, intending to create an instrument executed under seal.

Bank of America, N.A.

By: Camille A. Dawson
Camille A. Dawson
Vice President, Senior Underwriter

Democratic Congressional Campaign Committee, Inc.

By: Brian Wolff (Seal)
Brian Wolff
President and Executive Director

By: Jacqueline Forte-Mackay (Seal)
Jacqueline Forte-Mackay
Treasurer and Assistant Secretary

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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.

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| <input checked="" type="checkbox"/> Hand Delivered | Date of Receipt 12/4/08 |
| <input type="checkbox"/> USPS First Class Mail | Postmarked |
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| <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 |

OAD
 PREPARER

12/4/08
 DATE PREPARED

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