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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 1 of Schedule C

NAME OF COMMITTEE (In Full)
Republican Party of Virginia, Inc.
FEC IDENTIFICATION NUMBER
C 0 0 0 0 1 3 0 5
LENDING INSTITUTION (LENDER)
Full Name
Chain Bridge Bank, N.A.
Amount of Loan
1 0 0 0 0 0 0 0
Interest Rate (APR)
5 2 5
Mailing Address
1445-A Laughlin Avenue
Date Incurred or Established
1 0 0 1 2 0 1 4
City
McLean
State
VA
Zip Code
22101
Date Due
0 9 3 0 2 0 1 5

A. Has loan been restructured? [X] No [] Yes If yes, date originally incurred

B. If line of credit,
Amount of this Draw: 0 0 0
Total Outstanding Balance: 0 0 0

C. Are other parties secondarily liable for the debt incurred?
[X] No [] Yes (Endorsers and guarantors must be reported on Schedule 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?
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 [X] Yes If yes, specify:
Future receipts from annual advance, direct mail membership, and gala events.
What is the estimated value?
1 2 5 0 0 0 0 0
A depository account must be established pursuant to 11 CFR 100.82(e)(2) and 100.142(e)(2).
Location of account: Chain Bridge Bank, N.A.
Address: 1445-A Laughlin Avenue
City, State, Zip: McLean, VA 22101
Date account established: 0 2 2 4 2 0 1 0

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 Robert Fitzsimmons
Signature [Signature]
DATE
1 0 0 1 2 0 1 4

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 the 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 David M. Evinger
Signature [Signature]
Title
EVP & CCO
DATE
1 0 0 1 2 0 1 4

11/01/14 11:01 AM

AUTHORIZATION

by Corporation

1. ENTITY CERTIFICATIONS. I, Patrick Mullins, Chairman of REPUBLICAN PARTY OF VIRGINIA, INC. certify that:

- A. I am designated to execute this Authorization on behalf of REPUBLICAN PARTY OF VIRGINIA, INC., Federal Tax Identifying Number 54-0682114 (Corporation).
- B. I am authorized and directed to execute an original or a copy of this Authorization to Financial Institution, and anyone else requiring a copy.
- C. Corporation is properly formed and validly existing under the laws of Virginia and that Corporation has the power and authority to conduct business and other activities as now being conducted.
- D. Corporation has the power and authority to adopt and provide this Authorization and to confer the powers granted in this Authorization; the designated Agents have the power and authority to exercise the actions specified in this Authorization; and Corporation properly adopted these authorizations and appointed the Agents and me to act on its behalf.
- E. Corporation will not use any trade name or fictitious name without Financial Institution's prior written consent and will preserve Corporation's existing name, trade names, fictitious names and franchises.
- F. Corporation will notify Financial Institution before reorganizing, merging, consolidating, recapitalizing, dissolving or otherwise materially changing ownership, management or organizational form. Corporation will be fully liable for failing to notify Financial Institution of these material changes.

2. GENERAL AUTHORIZATIONS. I certify Corporation authorizes and agrees that:

- A. Chain Bridge Bank, N.A. (Financial Institution) is designated to provide Corporation the financial accommodations indicated in this Authorization.
- B. All prior transactions obligating Corporation to Financial Institution by or on behalf of Corporation are ratified by execution of this Authorization.
- C. Any Agent, while acting on behalf of Corporation, is authorized, subject to any expressed restrictions, to make all other arrangements with Financial Institution which are necessary for the effective exercise of the powers indicated within this Authorization.
- D. The signatures of the Agents are conclusive evidence of their authority to act on behalf of Corporation.
- E. Unless otherwise agreed to in writing, this Authorization replaces any earlier related Authorization and will remain effective until Financial Institution receives and records an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of this Authorization must be accompanied by documentation, satisfactory to Financial Institution, establishing the authority for the change.
- F. Corporation agrees not to combine proceeds from collateral securing any debts owed to Financial Institution with unrelated funds.
- G. Financial Institution may verify credit history of Corporation by obtaining a credit report from a credit reporting agency or any other necessary means.

3. SPECIFIC AUTHORIZATIONS. Corporation agrees that the following persons (Agents) are authorized to act on behalf of Corporation in fulfilling the purposes of this Authorization:

Name and Title and, If Applicable, Representative Entity's Name and Relationship to Authorizing Entity	Signature	Facsimile Signature
Patrick Mullins, Chairman of REPUBLICAN PARTY OF VIRGINIA, INC.		_____

Corporation authorizes and directs the designated Agents to act, as indicated, on Corporation's behalf to:

- A. Open or close any share or deposit accounts in Corporation's name, including, without limitation, accounts such as share draft, checking, savings, certificates of deposit or term share accounts, escrow, demand deposit, reserve, and overdraft line-of-credit accounts.
This power may only be exercised by Patrick Mullins and requires one authorized signature.
- B. Enter into and execute any preauthorized electronic transfer agreements for automatic withdrawals, deposits or transfers initiated through an electronic ATM or point-of-sale terminal, telephone, computer or magnetic tape using an access device like an ATM or debit card, a code or other similar means.
This power may only be exercised by Patrick Mullins and requires one authorized signature.
- C. Enter into and execute commercial wire transfer agreements that authorize transfers by telephone or other communication systems through the network chosen by Financial Institution.
This power may only be exercised by Patrick Mullins and requires one authorized signature.
- D. Endorse and deposit checks, share drafts and orders for the payment of money.
This power may only be exercised by Patrick Mullins and requires one authorized signature.
- E. Sign checks or orders for the payment of money, withdraw or transfer funds on deposit with Financial Institution.
This power may only be exercised by Patrick Mullins and requires one authorized signature.
- F. Enter into and execute a written night depository agreement, a lock-box agreement or a safe deposit box lease agreement.
This power may only be exercised by Patrick Mullins and requires one authorized signature.
- G. Borrow money or obtain other credit or financial accommodation from Financial Institution on behalf of and in the name of Corporation, up to a maximum outstanding principal amount of \$100,000.00 on the terms agreed to with Financial Institution. The designated agents may execute and endorse promissory notes, acceptances or other evidences of indebtedness.
This power may only be exercised by Patrick Mullins and requires one authorized signature.
- H. Grant a security interest, lien or other encumbrance to Financial Institution in any or all real or personal property that Corporation now owns or may acquire in the future for the payment or performance of all debts, liabilities and obligations of every type and description owed now or in the future by Corporation to Financial Institution.
This power may only be exercised by Patrick Mullins and requires one authorized signature.

I. Receive and acknowledge receipt for funds, whether payable to the order of Corporation or an Agent, without additional certification as to the use of the proceeds.

This power may only be exercised by Patrick Mullins and requires one authorized signature.

J. Periodically amend, restructure, renew, extend, modify, substitute or terminate any agreements or arrangements with Financial Institution that relate to this Authorization.

This power may only be exercised by Patrick Mullins and requires one authorized signature.

K. Execute other agreements that Financial Institution may require, and perform or cause to be performed any further action necessary to carry out the purposes of this Authorization.

This power may only be exercised by Patrick Mullins and requires one authorized signature.

L. Sign or endorse using facsimile signatures adopted by Corporation. Financial Institution may rely on those facsimile signatures that resemble the specimens within this Authorization or the specimens that Corporation periodically files with Financial Institution, regardless of by whom or by what means the signatures were affixed.

4. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Authorization.

SIGNATURES. By signing under seal, I certify and agree to the terms contained in this Authorization on behalf of Corporation on September 25, 2014.

I also acknowledge receipt of a copy of this Authorization.

AUTHORIZATION'S SIGNER:

REPUBLICAN PARTY OF VIRGINIA, INC.

By Patrick Mullins (Seal)
Patrick Mullins, Chairman

Notary or Acknowledgment Here (Optional)

FOR FINANCIAL INSTITUTION USE ONLY

Acct/Loan # _____ Authorization and agreement completed and effective _____ by _____ for the
Financial Institution.

10/25/14 11:11 AM

LOAN NUMBER	LOAN NAME	ACCT. NUMBER	NOTE DATE	INITIALS
730002524	REPUBLICAN PARTY OF VIRGINIA, INC.	RAA0129	10/01/14	BLH
NOTE AMOUNT	INDEX (w/Margin)	RATE	MATURITY DATE	LOAN PURPOSE
\$100,000.00	Wall Street Journal Prime plus 2.000%	5.250%	09/30/15	Commercial

Creditor Use Only

PROMISSORY NOTE
(Commercial - Revolving Draw)

DATE AND PARTIES. The date of this Promissory Note (Note) is October 1, 2014. The parties and their addresses are:

LENDER:

CHAIN BRIDGE BANK, N.A.
1445-A Laughlin Avenue
McLean, VA 22101-5737
Telephone: (703) 748-2005

BORROWER:

REPUBLICAN PARTY OF VIRGINIA, INC.
a Virginia Corporation
115 East Grace Street
Richmond, VA 23219-1741

CONFESSION OF JUDGMENT. I appoint and authorize Neil I. Title, 1840 Wilson Blvd, Suite 205, Arlington, VA 22201, attorneys in fact, to appear in the office of Clerk of the Circuit Court of Fairfax County, Virginia, to confess judgment against me, in favor of you, if I default on this agreement. The confession of judgment may be without process and for any amount of **PRINCIPAL** and **INTEREST** due on this Note including collection costs and reasonable attorneys' fees. This is in addition to other remedies. A substitute attorney-in-fact may be appointed by you.

In this notice, "you" means the Borrower. IMPORTANT NOTICE: THIS INSTRUMENT CONTAINS A CONFESSION OF JUDGMENT PROVISION WHICH CONSTITUTES A WAIVER OF IMPORTANT RIGHTS YOU MAY HAVE AS A DEBTOR AND ALLOWS THE CREDITOR TO OBTAIN A JUDGMENT AGAINST YOU WITHOUT ANY FURTHER NOTICE.

1. DEFINITIONS. As used in this Note, the terms have the following meanings:

- A. Pronouns.** The pronouns "I," "me," and "my" refer to each Borrower signing this Note, individually and together with their heirs, successors and assigns, and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this Note. "You" and "Your" refer to the Lender, any participants or syndicators, successors and assigns, or any person or company that acquires an interest in the Loan.
- B. Note.** Note refers to this document, and any extensions, renewals, modifications and substitutions of this Note.
- C. Loan.** Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Note.
- D. Loan Documents.** Loan Documents refer to all the documents executed as a part of or in connection with the Loan.
- E. Property.** Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.
- F. Percent.** Rates and rate change limitations are expressed as annualized percentages.
- G. Dollar Amounts.** All dollar amounts will be payable in lawful money of the United States of America.

2. PROMISE TO PAY. For value received, I promise to pay you or your order, at your address, or at such other location as you may designate, the lesser of the aggregate unpaid amounts advanced from time to time under the terms of this Note or \$100,000.00 (Principal) plus interest from the date of disbursement, on the unpaid outstanding Principal balance until this Note is paid in full and you have no further obligations to make advances to me under the Loan.

I may borrow up to the Principal amount more than one time.

All advances made will be made subject to all other terms and conditions of the Loan.

3. INTEREST. Interest will accrue on the unpaid Principal balance of this Note at the rate of 5.250 percent (Interest Rate) until October 2, 2014, after which time it may change as described in the Variable Rate subsection.

- A. Interest After Default.** If you declare a default under the terms of the Loan, including for failure to pay in full at maturity, you may increase the Interest Rate payable on the outstanding Principal balance of this Note. In such event, interest will accrue on the outstanding Principal balance at 18.000 percent until paid in full.
- B. Maximum Interest Amount.** Any amount assessed or collected as interest under the terms of this Note will be limited to the maximum lawful amount of interest allowed by state or federal law, whichever is greater. Amounts collected in excess of the maximum lawful amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.
- C. Statutory Authority.** The amount assessed or collected on this Note is authorized by the Virginia usury laws under Va. Code §§ 6.2 et. seq.

REPUBLICAN PARTY OF VIRGINIA, INC.

Virginia Promissory Note

VA/4RCOWHILL0000000000675013092514N

Wolters Kluwer Financial Services ©1996, 2014 Bankers Systems™

Page 1

1445-A LAUGHLIN AVENUE
MCLEAN, VA 22101-5737
703-748-2005

D. **Accrual.** Interest accrues using an Actual/360 days counting method.

E. **Variable Rate.** The Interest Rate may change during the term of this transaction.

(1) **Index.** Beginning with the first Change Date, the Interest Rate will be based on the following index: the base rate on corporate loans posted by at least 70% of the 10 largest U.S. banks known as the Wall Street Journal U.S. Prime Rate.

The Current Index is the most recent index figure available on each Change Date. You do not guaranty by selecting this Index, or the margin, that the Interest Rate on this Note will be the same rate you charge on any other loans or class of loans you make to me or other borrowers. If this Index is no longer available, you will substitute a similar index. You will give me notice of your choice.

(2) **Change Date.** Each date on which the Interest Rate may change is called a Change Date. The Interest Rate may change October 2, 2014 and daily thereafter.

(3) **Calculation Of Change.** On each Change Date you will calculate the Interest Rate, which will be the Current Index plus 2.000 percent. The result of this calculation will be rounded to the nearest .25 percent. Subject to any limitations, this will be the Interest Rate until the next Change Date. The new Interest Rate will become effective on each Change Date. The Interest Rate and other charges on this Note will never exceed the highest rate or charge allowed by law for this Note.

(4) **Limitations.** The Interest Rate changes are subject to the following limitations:

(a) **Lifetime.** The Interest Rate will never be greater than 18.000 percent or less than 5.250 percent.

(5) **Effect Of Variable Rate.** A change in the Interest Rate will have the following effect on the payments: The amount of scheduled payments will change.

4. **ADDITIONAL CHARGES.** As additional consideration, I agree to pay, or have paid, these additional fees and charges.

A. **Nonrefundable Fees and Charges.** The following fees are earned when collected and will not be refunded if I prepay this Note before the scheduled maturity date.

Opinion Letter. A(n) Opinion Letter fee of \$400.00 payable from separate funds on or before today's date.

UCC Lien Search. A(n) UCC Lien Search fee of \$100.00 payable from separate funds on or before today's date.

UCC Recording. A(n) UCC Recording fee of \$20.00 payable from separate funds on or before today's date.

Loan Fee. I agree to pay a nonrefundable loan fee of \$750.00. This fee will be earned on the date credit is extended. This fee will be paid in cash.

Documentation. A(n) Documentation fee of \$250.00 payable from separate funds on or before today's date.

5. **REMEDIAL CHARGES.** In addition to interest or other finance charges, I agree that I will pay these additional fees based on my method and pattern of payment. Additional remedial charges may be described elsewhere in this Note.

A. **Late Charge.** If a payment is more than 10 days late, I will be charged 5.000 percent of the Amount of Payment. I will pay this late charge promptly but only once for each late payment.

B. **Returned Check Charge.** I agree to pay a fee not to exceed \$35.00 for each check, negotiable order of withdrawal or draft I issue in connection with the Loan that is returned because it has been dishonored.

C. **Bank Release Processing Fee.** A(n) Bank Release Processing Fee equal to \$50.00.

6. **GOVERNING AGREEMENT.** This Note is further governed by the Commercial Loan Agreement executed between you and me as a part of this Loan, as modified, amended or supplemented. The Commercial Loan Agreement states the terms and conditions of this Note, including the terms and conditions under which the maturity of this Note may be accelerated. When I sign this Note, I represent to you that I have reviewed and am in compliance with the terms contained in the Commercial Loan Agreement.

7. **PAYMENT.** I agree to pay all accrued interest on the balance outstanding from time to time in regular payments beginning October 31, 2014, then on the same day of each month thereafter. Any payment scheduled for a date falling beyond the last day of the month, will be due on the last day. A final payment of the entire unpaid outstanding balance of Principal and interest will be due September 30, 2015.

Payments will be rounded down to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month.

Interest payments will be applied first to any charges I owe other than late charges, then to accrued, but unpaid interest, then to late charges. Principal payments will be applied first to the outstanding Principal balance, then to any late charges. If you and I agree to a different application of payments, we will describe our agreement on this Note. The actual amount of my final payment will depend on my payment record.

8. **PREPAYMENT.** I may prepay this Loan in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full.

9. **LOAN PURPOSE.** The purpose of this Loan is financing future receipts.

10. **ADDITIONAL TERMS.** I agree to deposit all future receipts, also known as campaign contributions, for which I borrow against into the deposits accounts assigned to the Bank during the term of the loan. I agree that all future receipts, also known as campaign contributions, will be pledged to you to secure the indebtedness and will be used to repay the principal advanced. I agree to maintain compliance with all federal and state election laws pertaining to borrowing funds.

11. **SECURITY.** The Loan is secured by separate security instruments prepared together with this Note as follows:

Document Name	Parties to Document
Security Agreement - REPUBLICAN PARTY OF VIRGINIA, INC.	REPUBLICAN PARTY OF VIRGINIA, INC.

12. **DUE ON SALE OR ENCUMBRANCE.** You may, at your option, declare the entire balance of this Note to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

13. **WAIVERS AND CONSENT.** To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

A. Additional Waivers By Borrower. In addition, I, and any party to this Note and Loan, to the extent permitted by law, consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to this Note.

- (1) You may renew or extend payments on this Note, regardless of the number of such renewals or extensions.
- (2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.
- (3) You may release, substitute or impair any Property securing this Note.
- (4) You, or any institution participating in this Note, may invoke your right of set-off.
- (5) You may enter into any sales, repurchases or participations of this Note to any person in any amounts and I waive notice of such sales, repurchases or participations.
- (6) I agree that any of us signing this Note as a Borrower is authorized to modify the terms of this Note or any instrument securing, guarantying or relating to this Note.

B. No Waiver By Lender. Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in this Note, or any other Loan Document, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.

14. COMMISSIONS. I understand and agree that you (or your affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other services that I buy through you or your affiliate.

15. APPLICABLE LAW. This Note is governed by the laws of Virginia, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law. In the event of a dispute, the exclusive forum, venue and place of jurisdiction will be in Virginia, unless otherwise required by law.

16. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. My obligation to pay the Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on the Loan, or any number of us together, to collect the Loan. Extending the Loan or new obligations under the Loan, will not affect my duty under the Loan and I will still be obligated to pay the Loan. This Note shall inure to the benefit of and be enforceable by you and your successors and assigns and shall be binding upon and enforceable against me and my personal representatives, successors, heirs and assigns.

17. AMENDMENT, INTEGRATION AND SEVERABILITY. This Note may not be amended or modified by oral agreement. No amendment or modification of this Note is effective unless made in writing and executed by you and me. This Note and the other Loan Documents are the complete and final expression of the agreement. If any provision of this Note is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable. No present or future agreement securing any other debt I owe you will secure the payment of this Loan if, with respect to this loan, you fail to fulfill any necessary requirements or conform to any limitations of Regulations Z and X that are required for loans secured by the Property or if, as a result, this Loan would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

18. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Note.

19. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your lien status on any Property. Time is of the essence.

20. CREDIT INFORMATION. I agree to supply you with whatever information you reasonably feel you need to decide whether to continue this Loan. You will make requests for this information without undue frequency, and will give me reasonable time in which to supply the information.

21. ERRORS AND OMISSIONS. I agree, if requested by you, to fully cooperate in the correction, if necessary, in the reasonable discretion of you of any and all loan closing documents so that all documents accurately describe the loan between you and me. I agree to assume all costs including by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to reasonably comply with your requests within thirty (30) days.

22. WAIVER OF JURY TRIAL. All of the parties to this Note knowingly and intentionally, irrevocably and unconditionally, waive any and all right to a trial by jury in any litigation arising out of or concerning this Note or any other Loan Document or related obligation. All of these parties acknowledge that this section has either been brought to the attention of each party's legal counsel or that each party had the opportunity to do so.

23. SIGNATURES. By signing under seal, I agree to the terms contained in this Note. I also acknowledge receipt of a copy of this Note.

BORROWER:

REPUBLICAN PARTY OF VIRGINIA, INC.

By Pat Mullins Date 10/1/14 (Seal)
Patrick Mullins, Chairman

LENDER:

Chain Bridge Bank, N.A.

By [Signature] Date 10/1/14 (Seal)
Barry L. Huitema, Vice President

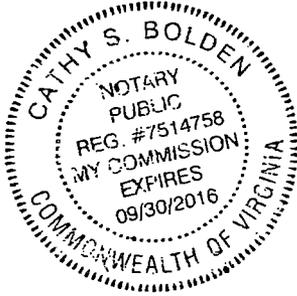
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ACKNOWLEDGMENT (REQUIRED FOR CONFESSION OF JUDGMENT):

COMMONWEALTH OF Virginia COUNTY (OR CITY) OF Richmond ss.

This instrument was acknowledged before me this 3rd day of October, 2014 by Patrick Mullins - Chairman of REPUBLICAN PARTY OF VIRGINIA, INC. a Virginia corporation, on behalf of the corporation.

My commission expires: Sept. 30, 2016 Cathy S. Bolden
(Notary Public)



1404134347

DISBURSEMENT AUTHORIZATION AND CASH PAYMENT SUMMARY

DATE AND PARTIES. The date of this Disbursement Authorization and Cash Payment Summary is October 1, 2014. The parties and their addresses are:

LENDER:

CHAIN BRIDGE BANK, N.A.
1445-A Laughlin Avenue
McLean, VA 22101-5737
Telephone: (703) 748-2005

BORROWER:

REPUBLICAN PARTY OF VIRGINIA, INC.
a Virginia Corporation
115 East Grace Street
Richmond, VA 23219-1741

Loan Number: 730002524

1. DEFINITIONS. As used in this Disbursement Authorization and Cash Payment Summary, the terms have the following meanings:

A. Pronouns. The pronouns "I", "me" and "my" refer to all Borrowers signing this Disbursement Authorization and Cash Payment Summary, individually and together. "You" and "Your" refer to the Lender.

B. Loan. "Loan" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Disbursement Authorization and Cash Payment Summary.

2. DISBURSEMENT SUMMARY. The following summarizes the disbursements from the Loan.

Initial Advance		\$0.00
Cash Paid In	\$1,520.00	
Amount Contributed by Borrower	\$0.00	
Total Cash Received		\$1,520.00
Disbursed to Borrowers	\$0.00	
Disbursed to Lender	\$1,000.00	
Disbursed to Other Payees	\$520.00	
Total Amounts Disbursed		\$1,520.00
Amount Remaining To Be Disbursed		\$0.00
Undisbursed Fees/Charges		\$0.00

3. DISBURSEMENT AUTHORIZATION. I authorize you to disburse the following amounts from my Loan.

DISBURSED TO:	DATE:	AMOUNT DISBURSED:
Disbursements to Borrower:		\$0.00
Disbursements to Lender:		\$0.00
Disbursements to third parties:		\$0.00
TOTAL DISBURSED:		\$0.00

4. CASH PAYMENT SUMMARY. The following loan charges are cash payments collected prior to or at settlement.

DISBURSED TO:	DATE:			AMOUNT DISBURSED:
Cash Fees & Charges disbursed to Lender:	10/01/2014			\$1,000.00
Loan		\$750.00	B	
Documentation		\$250.00	B	
Cash Fees & Charges disbursed to third parties:				\$520.00
Attorney:	10/01/2014			\$400.00
Opinion Letter		\$400.00	B	
CT Lien Solutions:	10/01/2014			\$100.00
UCC Lien Search		\$100.00	B	
Public Officials:	10/01/2014			\$20.00
UCC Recording		\$20.00	B	

Items marked with an asterisk (*) have been paid outside of closing in whole or in part
Items marked with a (B) are paid by borrower, Items marked with a (S) are paid by seller,
Items marked with a (L) are paid by lender, Items marked with a (T) are paid by third party

TOTAL OF CASH PAYMENTS: \$1,520.00

Remaining Credit Line: \$100,000.00

I acknowledge receipt of a copy of this Disbursement Authorization and Cash Payment Summary on October 1, 2014.

BORROWER:

REPUBLICAN PARTY OF VIRGINIA, INC.

By Patrick Mullins Date 10/1/14
Patrick Mullins, Chairman

140201 | 11/11/14 | 11:11:11

SECURITY AGREEMENT

DATE AND PARTIES. The date of this Security Agreement (Agreement) is October 1, 2014. The parties and their addresses are:

SECURED PARTY:

CHAIN BRIDGE BANK, N.A.
1445-A Laughlin Avenue
McLean, VA 22101-5737

DEBTOR:

REPUBLICAN PARTY OF VIRGINIA, INC.
a Virginia Corporation
115 East Grace Street
Richmond, VA 23219-1741

The pronouns "you" and "your" refer to the Secured Party. The pronouns "I," "me" and "my" refer to each person or entity signing this Agreement as Debtor and agreeing to give the Property described in this Agreement as security for the Secured Debts.

1. SECURED DEBTS. The term "Secured Debts" includes and this Agreement will secure each of the following:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 730002524, dated October 1, 2014, from me to you, in the amount of \$100,000.00.

B. Sums Advanced. All sums advanced and expenses incurred by you under the terms of this Agreement.

Loan Documents refer to all the documents executed in connection with the Secured Debts.

2. SECURITY INTEREST. To secure the payment and performance of the Secured Debts, I grant you a security interest in all of the Property described in this Agreement that I own or have sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products from the Property (including, but not limited to, all parts, accessories, repairs, replacements, improvements, and accessions to the Property). Property is all the collateral given as security for the Secured Debts and described in this Agreement, and includes all obligations that support the payment or performance of the Property. "Proceeds" includes cash proceeds, non-cash proceeds and anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property.

This Agreement remains in effect until terminated in writing, even if the Secured Debts are paid and you are no longer obligated to advance funds to me under any loan or credit agreement.

3. PROPERTY DESCRIPTION. The Property is described as follows:

A. Specific Property. All Business Assets, including but not limited to all deposit accounts, mailing lists, equipment, furniture, fixtures, and other intangible assets as more particularly described on Schedule A attached hereto and incorporated herein by this reference. Deposit/Share Accounts. Account Number 2100107289, with a current balance of \$98,787.26, which is held at Chain Bridge Bank, N.A. located at 1445-A Laughlin Avenue, McLean, Virginia 22101-5737 Account Number 2100107305, with a current balance of \$25,321.59, which is held at Chain Bridge Bank, N.A. located at 1445-A Laughlin Avenue, McLean, Virginia 22101-5737

4. WARRANTIES AND REPRESENTATIONS. I make to you the following warranties and representations which will continue as long as this Agreement is in effect:

A. Power. I am duly organized, and validly existing and in good standing in all jurisdictions in which I operate. I have the power and authority to enter into this transaction and to carry on my business or activity as it is now being conducted and, as applicable, am qualified to do so in each jurisdiction in which I operate.

B. Authority. The execution, delivery and performance of this Agreement and the obligation evidenced by this Agreement are within my powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which I am a party or to which I am or any of my property is subject.

C. Name and Location. My name indicated in the DATE AND PARTIES section is my exact legal name. I am an entity organized and registered under the laws of Virginia. I will provide verification of registration and location upon your request. I will provide you with at least 30 days notice prior to any change in my name, address, or state of organization or registration.

D. Business Name. Other than previously disclosed in writing to you I have not changed my name or principal place of business within the last 10 years and have not used any other trade or fictitious name. Without your prior written consent, I do not and will not use any other name and will preserve my existing name, trade names and franchises.

E. Ownership of Property. I represent that I own all of the Property. Your claim to the Property is ahead of the claims of any other creditor, except as disclosed in writing to you prior to any advance on the Secured Debts. I represent that I am the original owner of the Property and, if I am not, that I have provided you with a list of prior owners of the Property.

5. DUTIES TOWARD PROPERTY.

A. Protection of Secured Party's Interest. I will defend the Property against any other claim. I agree to do whatever you require to protect your security interest and to keep your claim in the Property ahead of the claims of other creditors. I will not do anything to harm your position.

I will keep books, records and accounts about the Property and my business in general. I will let you examine these and make copies at any reasonable time. I will prepare any report or accounting you request which deals with the Property.

B. Use, Location, and Protection of the Property. I will keep the Property in my possession and in good repair. I will use it only for commercial purposes. I will not change this specified use without your prior written consent. You have the right of reasonable access to inspect the Property and I will immediately inform you of any loss or damage to the Property. I will not cause or permit waste to the Property.

I will keep the Property at my address listed in the DATE AND PARTIES section unless we agree I may keep it at another location. If the Property is to be used in other states, I will give you a list of those states. The location of the Property is given to aid in the identification of the Property. It does not in any way limit the scope of the security interest granted to you. I will notify you in writing and obtain your prior written consent to any change in location of any of the Property. I will not use the Property in violation of any law. I will notify you in writing prior to any change in my address, name or, if an organization, any change in my identity or structure.

REPUBLICAN PARTY OF VIRGINIA, INC.

Virginia Security Agreement

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Until the Secured Debts are fully paid and this Agreement is terminated, I will not grant a security interest in any of the Property without your prior written consent. I will pay all taxes and assessments levied or assessed against me or the Property and provide timely proof of payment of these taxes and assessments upon request.

C. Selling, Leasing or Encumbering the Property. I will not sell, offer to sell, lease, or otherwise transfer or encumber the Property without your prior written permission. Any disposition of the Property contrary to this Agreement will violate your rights. Your permission to sell the Property may be reasonably withheld without regard to the creditworthiness of any buyer or transferee. I will not permit the Property to be the subject of any court order affecting my rights to the Property in any action by anyone other than you. If the Property includes chattel paper or instruments, either as original collateral or as proceeds of the Property, I will note your security interest on the face of the chattel paper or instruments.

D. Additional Duties Specific to Accounts. I will not settle any Account for less than its full value without your written permission. Until you tell me otherwise, I will collect all Accounts in the ordinary course of business. I will not dispose of the Accounts by assignment without your prior written consent. I will keep the proceeds from all the Accounts and any goods which are returned to me or which I take back. I will not commingle them with any of my other property. I will deliver the Accounts to you at your request. If you ask me to pay you the full price on any returned items or items retaken by me, I will do so. I will make no material change in the terms of any Account, and I will give you any statements, reports, certificates, lists of Account Debtors (showing names, addresses and amounts owing), invoices applicable to each Account, and other data in any way pertaining to the Accounts as you may request.

6. COLLECTION RIGHTS OF THE SECURED PARTY. Account Debtor means the person who is obligated on an account, chattel paper, or general intangible. I authorize you to notify my Account Debtors of your security interest and to deal with the Account Debtors' obligations at your discretion. You may enforce the obligations of an Account Debtor, exercising any of my rights with respect to the Account Debtors' obligations to make payment or otherwise render performance to me, including the enforcement of any security interest that secures such obligations. You may apply proceeds received from the Account Debtors to the Secured Debts or you may release such proceeds to me.

I specifically and irrevocably authorize you to exercise any of the following powers at my expense, without limitation, until the Secured Debts are paid in full:

- A. demand payment and enforce collection from any Account Debtor or Obligor by suit or otherwise.
- B. enforce any security interest, lien or encumbrance given to secure the payment or performance of any Account Debtor or any obligation constituting Property.
- C. file proofs of claim or similar documents in the event of bankruptcy, insolvency or death of any person obligated as an Account Debtor.
- D. compromise, release, extend, or exchange any indebtedness of an Account Debtor.
- E. take control of any proceeds of the Account Debtors' obligations and any returned or repossessed goods.
- F. endorse all payments by any Account Debtor which may come into your possession as payable to me.
- G. deal in all respects as the holder and owner of the Account Debtors' obligations.

7. AUTHORITY TO PERFORM. I authorize you to do anything you deem reasonably necessary to protect the Property, and perfect and continue your security interest in the Property. If I fail to perform any of my duties under this Agreement or any other Loan Document, you are authorized, without notice to me, to perform the duties or cause them to be performed.

These authorizations include, but are not limited to, permission to:

- A. pay and discharge taxes, liens, security interests or other encumbrances at any time levied or placed on the Property.
- B. pay any rents or other charges under any lease affecting the Property.
- C. order and pay for the repair, maintenance and preservation of the Property.
- D. file any financing statements on my behalf and pay for filing and recording fees pertaining to the Property.
- E. place a note on any chattel paper indicating your interest in the Property.
- F. take any action you feel necessary to realize on the Property, including performing any part of a contract or endorsing it in my name.
- G. handle any suits or other proceedings involving the Property in my name.
- H. prepare, file, and sign my name to any necessary reports or accountings.
- I. make an entry on my books and records showing the existence of this Agreement.
- J. notify any Account Debtor or Obligor of your interest in the Property and tell the Account Debtor or Obligor to make payments to you or someone else you name.

If you perform for me, you will use reasonable care. If you exercise the care and follow the procedures that you generally apply to the collection of obligations owed to you, you will be deemed to be using reasonable care. Reasonable care will not include: any steps necessary to preserve rights against prior parties; the duty to send notices, perform services or take any other action in connection with the management of the Property; or the duty to protect, preserve or maintain any security interest given to others by me or other parties. Your authorization to perform for me will not create an obligation to perform and your failure to perform will not preclude you from exercising any other rights under the law or this Agreement. All cash and non-cash proceeds of the Property may be applied by you only upon your actual receipt of cash proceeds against such of the Secured Debts, matured or unmatured, as you determine in your sole discretion.

If you come into actual or constructive possession of the Property, you will preserve and protect the Property. For purposes of this paragraph, you will be in actual possession of the Property only when you have physical, immediate and exclusive control over the Property and you have affirmatively accepted that control. You will be in constructive possession of the Property only when you have both the power and the intent to exercise control over the Property.

8. DEFAULT. I will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

- A. **Payments.** I fail to make a payment in full when due.
- B. **Insolvency or Bankruptcy.** The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me, Obligor, or any co-signer, endorser, surety or guarantor of this Agreement or any other obligations Obligor has with you.
- C. **Business Termination.** I merge, dissolve, reorganize, end my business or existence, or a partner or majority owner dies or is declared legally incompetent.
- D. **Failure to Perform.** I fail to perform any condition or to keep any promise or covenant of this Agreement.
- E. **Other Documents.** A default occurs under the terms of any other Loan Document.
- F. **Other Agreements.** I am in default on any other debt or agreement I have with you.
- G. **Misrepresentation.** I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.
- H. **Judgment.** I fail to satisfy or appeal any judgment against me.

- I. Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.
- J. Name Change.** I change my name or assume an additional name without notifying you before making such a change.
- K. Property Transfer.** I transfer all or a substantial part of my money or property.
- L. Property Value.** You determine in good faith that the value of the Property has declined or is impaired.
- M. Material Change.** Without first notifying you, there is a material change in my business, including ownership, management, and financial conditions.
- N. Insecurity.** You determine in good faith that a material adverse change has occurred in my financial condition from the conditions set forth in my most recent financial statement before the date of this Agreement or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

9. DUE ON SALE OR ENCUMBRANCE. You may, at your option, declare the entire balance of this Agreement to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

10. REMEDIES. After I default, you may at your option do any one or more of the following.

A. Acceleration. You may make all or any part of the amount owing by the terms of the Secured Debts immediately due.

B. Sources. You may use any and all remedies you have under state or federal law or in any Loan Document.

C. Insurance Benefits. You may make a claim for any and all insurance benefits or refunds that may be available on my default.

D. Payments Made On My Behalf. Amounts advanced on my behalf will be immediately due and may be added to the Secured Debts.

E. Assembly of Property. You may require me to gather the Property and make it available to you in a reasonable fashion.

F. Repossession. You may repossess the Property so long as the repossession does not involve a breach of the peace. You may sell, lease or otherwise dispose of the Property as provided by law. You may apply what you receive from the disposition of the Property to your expenses, your reasonable attorneys' fees and legal expenses (where not prohibited by law), and any debt I owe you. If what you receive from the disposition of the Property does not satisfy the debt, I will be liable for the deficiency (where permitted by law). In some cases, you may keep the Property to satisfy the debt.

Where a notice is required, I agree that ten days prior written notice sent by first class mail to my address listed in this Agreement will be reasonable notice to me under the Virginia Uniform Commercial Code. If the Property is perishable or threatens to decline speedily in value, you may, without notice to me, dispose of any or all of the Property in a commercially reasonable manner at my expense following any commercially reasonable preparation or processing.

If any items not otherwise subject to this Agreement are contained in the Property when you take possession, you may hold these items for me at my risk and you will not be liable for taking possession of them.

G. Use and Operation. You may enter upon my premises and take possession of all or any part of my property for the purpose of preserving the Property or its value, so long as you do not breach the peace. You may use and operate my property for the length of time you feel is necessary to protect your interest, all without payment or compensation to me.

H. Waiver. By choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

11. WAIVER OF CLAIMS. I waive all claims for loss or damage caused by your acts or omissions where you acted reasonably and in good faith.

12. ADDITIONAL TERMS. I agree to pledge my future receipts, also known as campaign contributions, as collateral to secure the loan. I agree to deposit all future receipts, also known as campaign contributions, for which I borrow against into the deposits accounts assigned to the Bank during the term of the loan.

13. PERFECTION OF SECURITY INTEREST AND COSTS. I authorize you to file a financing statement and/or security agreement, as appropriate, covering the Property. I will comply with, facilitate, and otherwise assist you in connection with obtaining perfection or control over the Property for purposes of perfecting your security interest under the Uniform Commercial Code. I agree to pay all taxes, fees and costs you pay or incur in connection with preparing, filing or recording any financing statements or other security interest filings on the Property. I agree to pay all actual costs of terminating your security interest.

14. APPLICABLE LAW. This Agreement is governed by the laws of Virginia, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law. In the event of a dispute, the exclusive forum, venue and place of jurisdiction will be in Virginia, unless otherwise required by law.

15. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Debtor's obligations under this Agreement are independent of the obligations of any other Debtor. You may sue each Debtor individually or together with any other Debtor. You may release any part of the Property and I will still be obligated under this Agreement for the remaining Property. Debtor agrees that you and any party to this Agreement may extend, modify or make any change in the terms of this Agreement or any evidence of debt without Debtor's consent. Such a change will not release Debtor from the terms of this Agreement. If you assign any of the Secured Debts, you may assign all or any part of this Agreement without notice to me or my consent, and this Agreement will inure to the benefit of your assignee to the extent of such assignment. You will continue to have the unimpaired right to enforce this Agreement as to any of the Secured Debts that are not assigned. This Agreement shall inure to the benefit of and be enforceable by you and your successors and assigns and any other person to whom you may grant an interest in the Secured Debts and shall be binding upon and enforceable against me and my personal representatives, successors, heirs and assigns.

16. AMENDMENT, INTEGRATION AND SEVERABILITY. This Agreement may not be amended or modified by oral agreement. No amendment or modification of this Agreement is effective unless made in writing and executed by you and me. This Agreement and the other Loan Documents are the complete and final expression of the understanding between you and me. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

17. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Agreement.

18. NOTICE AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Debtor will be deemed to be notice to all Debtors. I will inform you in writing of any change in my name, address or other application information. I will provide you any other, correct and complete information you request to effectively grant a security interest on the Property. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Agreement and to confirm your lien status on any Property. Time is of the essence.

19. WAIVER OF JURY TRIAL. All of the parties to this Agreement knowingly and intentionally, irrevocably and unconditionally, waive any and all right to a trial by jury in any litigation arising out of or concerning this Agreement or any other Loan Document or related obligation. All of these parties acknowledge that this section has either been brought to the attention of each party's legal counsel or that each party had the opportunity to do so.

NOTION - FIN - NOTION

SIGNATURES. By signing under seal, I agree to the terms contained in this Agreement. I also acknowledge receipt of a copy of this Agreement.

DEBTOR:

REPUBLICAN PARTY OF VIRGINIA, INC.

By Pat Mullins Date 10/1/14 (Seal)
Patrick Mullins, Chairman

SECURED PARTY:

Chain Bridge Bank, N.A.

By [Signature] Date 10/1/14 (Seal)
Barry L. Huisema, Vice President

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Exhibit A
Schedule of Collateral

All of Debtor's estate, right, title and interest in, to and under the following property whether now owned or existing, hereafter acquired or arising, or in which the Debtor now or hereafter has any rights, and wheresoever located:

ACCOUNTS. Each and every account, chattel paper, general intangible, escrow, claim, deposit, and instrument, as those terms are defined in the UCC (as defined below), and all other rights of Debtor to the payment of money of every nature, type and description, whether now owing to Debtor or hereafter arising, and all monies and other proceeds (cash or non-cash), including, without limitation, the following: all accounts, accounts receivable, book debts, securities, promissory notes, instruments and chattel paper, books of account and records of Debtor, deposit accounts, deposit account balances, drafts, acceptances, rents, limited liability company capital accounts, benefits and entitlements by reason of membership in limited liability companies, receipts, payments under leases or sales of Equipment or Inventory (as defined below) and other forms of obligations now or hereafter received by or belonging or owing to Debtor for goods sold or leased and/or services rendered by it, and all of Debtor's rights in, to and under all purchase orders, instruments and other documents now or hereafter received by it evidencing obligations for and representing payment for goods sold or leased and/or services rendered, and all monies due or to become due to Debtor under all contracts for the sale or lease of goods and/or the performance of services by it, now in existence or hereafter arising, including, without limitation, the right to receive the proceeds of said purchase orders and contracts; all contracts, leases, instruments, undertakings, documents or other agreements in or under which Debtor may now or hereafter have any right, title or interest; all customer lists, tax refunds due Debtor from any governmental agency; and any and all proceeds of any of the above;

INVENTORY. All "inventory", as such term is defined in the UCC, now owned or hereafter acquired by Debtor, of every nature, type and description, wherever located, including, without limitation, all of Debtor's goods or personal property held for lease or sale or being processed for lease or sale, all raw materials, work in progress, finished goods, packaging materials, goods held for display or demonstration, goods on lease or consignment, returned and repossessed goods and all other materials or supplies used or consumed or to be used or consumed in Debtor's business or in the processing, packaging or shipping of the same, all documents including, without limitation, documents of title, warehouse receipts and bills of lading covering all or any portion of such inventory, and all customer lists; and any and all proceeds and products of any of the above;

EQUIPMENT. All "equipment", as such term is defined in the UCC, now owned or hereafter acquired or leased by Debtor, including, all tools and items of machinery and equipment of any kind, nature and description of Debtor, as well as any trucks and vehicles of every description, trailers, handling and delivery equipment, furnishings, leasehold improvements, fixtures and office furniture and all other tangible personal property of Debtor of every nature, type and description, and any and all additions to, substitutions for and replacements of or accessions to and property similar to any of the foregoing, wherever located, together with all attachments, components, parts (including spare parts), equipment and accessories installed thereon or affixed thereto and all fuel for any thereof; and any and all proceeds of any of the above;

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Initials

Exhibit A (continued)
Schedule of Collateral

GOODS. All "goods", as such term is defined in the UCC, now owned or hereafter acquired or leased by Debtor;

GENERAL INTANGIBLES. All "general intangibles", as such term is defined in the UCC, now owned or hereafter acquired by Debtor or in which Debtor now has or hereafter acquires any right, title or interest, including, without limitation, (a) all of Debtor's choses in action, suits, actions, causes of action and claims of every kind and nature, whether at law or in equity, (b) all condemnation awards and insurance proceeds, (c) all tax refunds, rights and claims thereto and other payments from any local, state or federal government authority or agency, (d) all ownership interests and memberships in companies and the proceeds and disbursements as a consequence of and derived from such holdings, (e) all contract rights, licenses, permits, zoning approvals, rights, agreements and all other private or governmental documents of every kind or character whatsoever and (f) all customer lists, servicing rights, patents and patent rights (whether or not registered), licenses, permits, certificated and un-certificated securities, intellectual property, investment property, trade marks, service marks, trade names, logos, copyrights, computer programs and software, goodwill; and any and all proceeds of any of the above; all ownership and membership interests in limited liability companies, partnerships, and corporations, and the right to receive income as a consequence thereof;

MAILING LISTS. All mailing lists of Debtor, including all mailing lists of contributors and all mailing lists of persons and entities that Debtor uses or proposes to use to solicit contributions to Debtor and other political candidates, whether in printed or electronic medium.

FUTURE RECEIPTS. All "future receipts" or anticipated contribution or interest income.

OTHER. Any and all proceeds thereof and any and all replacements of or accessions to and property similar to the foregoing; all collectively referred to hereinafter as "Other Collateral." (The Accounts, Inventory, Equipment, General Intangibles and Other Collateral, including all instruments, documents, securities, cash, real property, personal property, books and records, computer storage media and ledger books arising out of or related in any way to any of the foregoing, owned by Debtor or in which Debtor has an interest, which now or hereafter are at any time in the possession or control of Lender or in transit by mail or carrier to or from Lender or in the possession of any third party acting on behalf of Lender, without regard to whether Lender received the same in pledge, for safekeeping, as agent for collection or transmission or otherwise or whether Lender had conditionally released the same, and any deposit accounts of Debtor with Lender against which Lender may exercise its right of setoff, are hereinafter collectively referred to as the "Collateral"). Proceeds of the Collateral shall include any proceeds of insurance thereon against fire or physical damage whether or not such policy shall contain an endorsement in favor of Lender. "UCC" as used herein shall mean Article 9 of the Uniform Commercial Code of the Commonwealth of Virginia as in effect on the date hereof. All other terms used herein which are defined in the UCC shall have the meanings therein stated.

Pm

Initials

ARTICLE 9, UCC AGREEMENT REGARDING OWNER NAME (ORGANIZATION)

The undersigned:

1. Represents, covenants, and states that:

- A. The organization is a Corporation organized, established, and existing under the laws of the State of Virginia.
- B. The organization has furnished to Chain Bridge Bank, N.A. ("Lender") copies of all Public Organic Records (as defined by Article 9, Uniform Commercial Code, together with all amendments, of the state specified in A above).
- C. The name stated below in the signature section of this Agreement is the organization's most current name and is the name set forth in the organization's most current Public Organic Record.

2. Agrees:

- A. To give Lender a thirty (30) day written notice prior to any change in the organization's name.
- B. To give Lender a thirty (30) day written notice prior to any change in the status of the organization's structure. A change includes but is not limited to mergers and reorganizations.
- C. To provide Lender with copies of any and all documents evidencing proposed changes to the organization's Public Organic Record or status.
- D. Nothing herein shall create any duty for the Lender to act or refrain from acting.

This Agreement is entered into as of September 25, 2014.

Organization

REPUBLICAN PARTY OF VIRGINIA, INC.

By Pat Mullins Date 10/1/14
Patrick Mullins, Chairman

LOAN NUMBER	LOAN NAME	ACCT. NUMBER	AGREEMENT DATE	INITIALS
730002524	REPUBLICAN PARTY OF VIRGINIA, INC.	RAA0129	10/01/14	BLH
NOTE AMOUNT	INDEX (w/Margin)	RATE	MATURITY DATE	LOAN PURPOSE
\$100,000.00	Wall Street Journal Prime plus 2.000%	5.250%	09/30/15	Commercial
Creditor Use Only				

COMMERCIAL LOAN AGREEMENT

Accounts Receivable and/or Inventory Financing

DATE AND PARTIES. The date of this Commercial Loan Agreement (Agreement) is October 1, 2014. The parties and their addresses are as follows:

LENDER:

CHAIN BRIDGE BANK, N.A.
1445-A Laughlin Avenue
McLean, VA 22101-5737

BORROWER:

REPUBLICAN PARTY OF VIRGINIA, INC.
a Virginia Corporation
115 East Grace Street
Richmond, VA 23219-1741

1. DEFINITIONS. For the purposes of this Agreement, the following terms have the following meanings.

A. Accounting Terms. In this Agreement, any accounting terms that are not specifically defined will have their customary meanings under generally accepted accounting principles.

B. Insiders. Insiders include those defined as insiders by the United States Bankruptcy Code, as amended; or to the extent left undefined, include without limitation any officer, employee, stockholder or member, director, partner, or any immediate family member of any of the foregoing, or any person or entity which, directly or indirectly, controls, is controlled by or is under common control with me.

C. Loan. The Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.

D. Loan Documents. Loan Documents refer to all the documents executed as a part of or in connection with the Loan.

E. Pronouns. The pronouns "I", "me" and "my" refer to every Borrower signing this Agreement, individually and together with their heirs, successors and assigns, and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this Agreement. "You" and "your" refers to the Loan's lender, any participants or syndicators, successors and assigns, or any person or company that acquires an interest in the Loan.

F. Property. Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.

G. Asset-Based Financing Definitions. For the purposes of this Agreement, the following terms will have the following meanings.

(1) **Account Debtors.** Account Debtors are persons who are obligated on the Accounts Receivable.

(2) **Account Guarantors.** Account Guarantors are persons who have guaranteed certain Accounts Receivable.

(3) **Accounts Receivable.** Accounts Receivable will include all of the following.

(a) **Accounts and Other Rights to Payment.** All rights I have now or in the future to payments including, but not limited to, payment for property or services sold, leased, rented, licensed, or assigned, whether or not I have earned such payment by performance. This includes any rights and interests (including all liens and security interests) which I may have by law or agreement against any Account Debtor or obligor of mine. "Account" means a right to payment of a monetary obligation, whether or not earned by performance, (i) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, (ii) for services rendered or to be rendered, (iii) for a policy of insurance issued or to be issued, (iv) for a secondary obligation incurred or to be incurred, (v) for energy provided or to be provided, (vi) for the use or hire of a vessel under a charter or other contract, (vii) arising out of the use of a credit or charge card or information contained on or for use with the card, or (viii) as winnings in a lottery or other game of chance operated or sponsored by a State, governmental unit of a State, or person licensed or authorized to operate the game by a State or governmental unit of a State. The term includes health-care-insurance receivables. The term "Accounts" does not include (i) rights to payment evidenced by chattel paper or an instrument, (ii) commercial tort claims, (iii) deposit accounts, (iv) investment property, (v) letter-of-credit rights or letters of credit or rights to payment, or (vi) rights to payment for money or funds advanced or sold, other than rights arising out of the use of a credit or charge card or information contained on or for use with the card. The term "Accounts" is as defined by the Uniform Commercial Code and further as modified or amended by the laws of the jurisdiction which governs this transaction.

(b) **Proceeds.** All cash proceeds and non-cash proceeds from the disposition or collection of Accounts Receivable.

(4) **Eligible Accounts Receivable.** Eligible Accounts Receivable include all of my Accounts Receivable that are and continue to be acceptable to you in all respects. Criteria for eligibility may be revised by you at any time. Eligible Accounts Receivable exclude all Accounts Receivable, or the portion of any Accounts Receivable as indicated, that:

(a) Have not been finally accepted by the Account Debtors and Guarantors without dispute, offset, defense or counterclaim for the purpose of voiding, avoiding or reducing the amount of the Accounts Receivable.

(b) Are subject or will be subject to a service or maintenance agreement or a prior claim, assignment, security interest or any type of lien, unless you consent to these interests or these interests are subordinated to your interest.

(c) The portion of any Account Receivable that is subject to a credit adjustment or allowance (except for a discount for prompt payments).

- (d) Are subject to a return, rejection or repossession.
- (e) Have Account Debtors that cannot be identified on my records.
- (f) Have Account Debtors whom I have failed to provide you with financial or credit information about within 5 days of your request.
- (g) Are owed by Account Debtors or Guarantors who are insolvent, subject to bankruptcy or receivership proceedings, have made an assignment for the benefit of creditors or whose credit standing is otherwise unacceptable to you and you have so notified me.
- (h) Have Account Debtors that are foreign governments.
- (i) Have Account Debtors that are not residents of the United States of America.
- (j) Are subject to a retainage.
- (k) Have Account Debtors that are my Insider or my "affiliate", as defined by the United States Bankruptcy Code, as amended.
- (l) Have Account Debtors or Guarantors whose credit standing in relation to the amount of credit extended has become unsatisfactory to you.
- (m) The portion of any otherwise Eligible Accounts Receivable balances the payment of which is subject to withholding by the Account Debtor until I have completed performance of services or delivery of goods.
- (n) The portion of any otherwise Eligible Accounts Receivable balances which have been due and owing for more than 45 days measured from the invoice dates and all remaining Accounts Receivable owed by these Account Debtors who are overdue on at least one of their Accounts Receivable.
- (o) The entire balance of any otherwise Eligible Accounts Receivable if 40 percent or more of that entire balance has been due and owing for more than 90 days from the invoice dates.
- (p) The portion of any otherwise Eligible Accounts Receivable balance which is offset by a contra account owing from me (e.g., only the net amount due from the Account Debtor after the amount I owe the Account Debtor is subtracted from the amount the Account Debtor owes me is eligible).
- (q) percent of the balance of any otherwise Eligible Accounts Receivable owed by an Account Debtor whose total Eligible Accounts Receivable balance exceeds percent of the total Eligible Accounts Receivable balances owing from all Account Debtors.
- (r) Have arisen from sales made outside of the ordinary course of business.
- (s) Are not subject to the Uniform Commercial Code and for which the sales agreement or purchase orders have a non-assignability clause.
- (t) You, in your sole discretion, judge not to qualify as an Eligible Accounts Receivable.

(5) **Overadvance.** An Overadvance is made when advances exceed the maximum outstanding Principal balance.

2. ADVANCES. Advances under this Agreement are made according to the following terms and conditions.

A. Asset Based Financing - Revolving Draw. In accordance with the terms of this Agreement and other Loan Documents, you will extend to me and I may from time to time borrow, repay, and reborrow, one or more advances. The amount of advances will not exceed the lesser of \$100,000.00 (Principal) or the Borrowing Base. The Borrowing Base is the sum of the following amounts.

- (1) 75 percent of Eligible Accounts Receivable.

As long as I owe any amounts to you under the Loan, I will calculate this Borrowing Base as of the close of my business day at the end of each month and with each request for funding, and within 5, I will provide you with a Borrowing Base Certificate containing an assignment of any Accounts Receivable. The Borrowing Base Certificate will be in form and substance acceptable to you, will contain my Borrowing Base calculation and will be certified and signed by me or my officer. My calculation of my Borrowing Base is subject to your confirmation or redetermination. Your calculation of the Borrowing Base will be the final determination when your calculation of the Borrowing Base ratio differs from mine.

B. Requests for Advances. My requests are a warranty that I am in compliance with all the Loan Documents. When required by you for a particular method of advance, my requests for an advance must specify the requested amount and the date and be accompanied with any agreements, documents, and instruments that you require for the Loan. Any payment by you of any check, share draft or other charge may, at your option, constitute an advance on the Loan to me. All advances will be made in United States dollars. I will indemnify you and hold you harmless for your reliance on any request for advances that you reasonably believe to be genuine. To the extent permitted by law, I will indemnify you and hold you harmless when the person making any request represents that I authorized this person to request an advance even when this person is unauthorized or this person's signature is not genuine.

I or anyone I authorize to act on my behalf may request advances by the following methods.

- (1) I make a request in person.
- (2) I make a request by phone.
- (3) I make a request by mail.
- (4) I make a request by email, fax or online.

C. Advance Limitations. In addition to any other Loan conditions, requests for, and access to, advances are subject to the following limitations.

- (1) **Discretionary Advances.** You will make all Loan advances at your sole discretion.
- (2) **Minimum Advance.** Subject to the terms and conditions contained in this Agreement, advances will be made in the amount of \$1000.00.
- (3) **Cut-Off Time.** Requests for an advance received before 4:30:00 PM will be made on any day that you are open for business, on the day for which the advance is requested.
- (4) **Disbursement of Advances.** On my fulfillment of this Agreement's terms and conditions, you will disburse the advance in any manner as you and I agree.
- (5) **Credit Limit.** I understand that you will not ordinarily grant a request for an advance that would cause the unpaid principal of my Loan to be greater than the Principal limit. You may, at your option, grant such a request without obligating yourselves to do so in the future.
- (6) **Records.** Your records will be conclusive evidence as to the amount of advances, the Loan's unpaid principal balances and the accrued interest.
- (7) **Repayment Of Overadvances.** I will pay any overadvances in addition to my regularly scheduled payments. I will repay any overadvance by repaying you in full within days after the overadvance occurs, except I may repay an overadvance of \$ or less within days if the outstanding Principal balance, including the excess, does not exceed the liquidation value of Accounts Receivable and the overadvance resulted from you declaring ineligible previously Eligible Accounts Receivable. Otherwise, I will repay any overadvance by making periodic payments to you as you request.

D. Conditions. I will satisfy all of the following conditions before you either issue any promissory notes or make any advances under this Agreement. These are the minimum conditions under which you would consider making an advance, but satisfaction of these conditions does not commit you to advancing funds under this Agreement.

- (1) **No Default.** There has not been a default under this Agreement or any other Loan Documents nor would a default result from making the Loan or any advance.

- (2) Information. You have received all documents, information, certifications and warranties as you may require, all properly executed, if appropriate, on forms acceptable to you.
- (3) Inspections. You have made all inspections that you consider necessary and are satisfied with this inspection.
- (4) Conditions and Covenants. I will have performed and complied with all conditions required for an advance and all covenants in this Agreement and any other Loan Documents.
- (5) Warranties and Representations. The warranties and representations contained in this Agreement are true and correct at the time of making the requested advance.
- (6) Financial Statements. My most recent financial statements, Inventory or Accounts Receivable schedules and other financial reports, delivered to you, are current, complete, true and accurate in all material respects and fairly represent my financial condition.
- (7) Bankruptcy Proceedings. No proceeding under the United States Bankruptcy Code has been commenced by or against me or any of my affiliates.

E. Additional Conditions. All advances should be made in writing by an authorized signer and be accompanied by satisfactory evidence of future receipts pertaining to Federal & State elections. Advances will be limited to 75% of the future receipts.

3. MATURITY DATE. I agree to fully repay the Loan by September 30, 2015.

4. WARRANTIES AND REPRESENTATIONS. I make to you the following warranties and representations which will continue as long as this Loan is in effect, except when this Agreement provides otherwise.

A. Power. I am duly organized, and validly existing and in good standing in all jurisdictions in which I operate. I have the power and authority to enter into this transaction and to carry on my business or activity as it is now being conducted and, as applicable, am qualified to do so in each jurisdiction in which I operate.

B. Authority. The execution, delivery and performance of this Loan and the obligation evidenced by the Note are within my powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which I am a party or to which I am or any of my property is subject.

C. Name and Place of Business. Other than previously disclosed in writing to you I have not changed my name or principal place of business within the last 10 years and have not used any other trade or fictitious name. Without your prior written consent, I do not and will not use any other name and will preserve my existing name, trade names and franchises.

D. Hazardous Substances. Except as I previously disclosed in writing and you acknowledge in writing, no Hazardous Substance, underground tanks, private dumps or open wells are currently located at, on, in, under or about the Property.

E. Use of Property. After diligent inquiry, I do not know or have reason to know that any Hazardous Substance has been discharged, leached or disposed of, in violation of any Environmental Law, from the property onto, over or into any other property, or from any other property onto, over or into the property.

F. Environmental Laws. I have no knowledge or reason to believe that there is any pending or threatened investigation, claim, judgment or order, violation, lien, or other notice under any Environmental Law that concerns me or the property. The property and any activities on the property are in full compliance with all Environmental Law.

G. Loan Purpose. The purpose of this Loan is financing future receipts.

H. No Other Liens. I own or lease all property that I need to conduct my business and activities. I have good and marketable title to all property that I own or lease. All of my Property is free and clear of all liens, security interests, encumbrances and other adverse claims and interests, except those to you or those you consent to in writing.

I. Compliance With Laws. I am not violating any laws, regulations, rules, orders, judgments or decrees applicable to me or my property, except for those which I am challenging in good faith through proper proceedings after providing adequate reserves to fully pay the claim and its challenge should I lose.

J. Legal Dispute. There are no pending or threatened lawsuits, arbitrations or other proceedings against me or my property that singly or together may materially and adversely affect my property, operations, financial condition, or business.

K. Adverse Agreements. I am not a party to, nor am I bound by, any agreement that is now or is likely to become materially adverse to my business, Property or operations.

L. Other Claims. There are no outstanding claims or rights that would conflict with the execution, delivery or performance by me of the terms and conditions of this Agreement or the other Loan Documents. No outstanding claims or rights exist that may result in a lien on the Property, the Property's proceeds and the proceeds of proceeds, except liens that were disclosed to and agreed to by you in writing.

M. Solvency. I am able to pay my debts as they mature, my assets exceed my liabilities and I have sufficient capital for my current and planned business and other activities. I will not become insolvent by the execution or performance of this Loan.

5. FINANCIAL STATEMENTS. I will prepare and maintain my financial records using consistently applied generally accepted accounting principles then in effect. I will provide you with financial information in a form that you accept and under the following terms.

A. Certification. I represent and warrant that any financial statements that I provide you fairly represents my financial condition for the stated periods, is current, complete, true and accurate in all material respects, includes all of my direct or contingent liabilities and there has been no material adverse change in my financial condition, operations or business since the date the financial information was prepared.

B. Frequency. I will provide to you on an annual basis my financial statements, tax returns, annual internal audit reports or those prepared by independent accountants as soon as available or at least within 120 days after the close of each of my fiscal years. Any annual financial statements that I provide you will be compiled statements.

(1) Interim Financial Reports. Each fiscal quarter, I will provide to you my financial statements, internal audit reports or those prepared by independent accountants, tax reports, statements of cash flow, budgets and forecasts, certificates and schedules of Property as soon as available or at least within 45 days after the close of this business period. Any interim financial statements that I provide you will be compiled statements.

(2) Accounts Receivable Schedule. Each 5 (reporting period), I will provide you with an Accounts Receivable schedule within 10 days after the end of this reporting period or with the frequency and promptness you otherwise request.

C. SEC Reports. I will provide you with true and correct copies of all reports, notices or statements that I provide to the Securities and Exchange Commission, any securities exchange or my stockholders, owners, or the holders of any material indebtedness as soon as available or at least within 10 days after issuance.

D. Requested Information. I will provide you with any other information about my operations, financial affairs and condition within 10 days after your request.

E. Additional Financial Statements Term. Notwithstanding the foregoing, Borrower will provide to Lender the following financial reports:

- 1) Year-End Financial Statement, within 120 days of our year-end.
- 2) Copies of Income Tax Returns, within 30 days of IRS filing deadlines, signed and dated.
- 3) When the line is in use, Company Prepared Interim Financial Statements (to include a corresponding balance sheet, income statement, accounts receivable

and accounts payable aging reports) on a quarterly basis, within 45 days of each quarter-end.

4) IRS Form 4506-T, signed annually.

5) Other financial information reasonably requested by the Lender.

6. COVENANTS. Until the Loan and all related debts, liabilities and obligations are paid and discharged, I will comply with the following terms, unless you waive compliance in writing.

A. Participation. I consent to you participating or syndicating the Loan and sharing any information that you decide is necessary about me and the Loan with the other participants or syndicators.

B. Inspection. Following your written request, I will immediately pay for all one-time and recurring out-of-pocket costs that are related to the inspection of my records, business or Property that secures the Loan. Upon reasonable notice, I will permit you or your agents to enter any of my premises and any location where my Property is located during regular business hours to do the following.

(1) You may inspect, audit, check, review and obtain copies from my books, records, journals, orders, receipts, and any correspondence and other business related data.

(2) You may discuss my affairs, finances and business with any one who provides you with evidence that they are a creditor of mine, the sufficiency of which will be subject to your sole discretion.

(3) You may inspect my Property, audit for the use and disposition of the Property's proceeds and proceeds of proceeds; or do whatever you decide is necessary to preserve and protect the Property and your interest in the Property.

After prior notice to me, you may discuss my financial condition and business operations with my independent accountants, if any, or my chief financial officer and I may be present during these discussions. As long as the Loan is outstanding, I will direct all of my accountants and auditors to permit you to examine my records in their possession and to make copies of these records. You will use your best efforts to maintain the confidentiality of the information you or your agents obtain, except you may provide your regulator, if any, with required information about my financial condition, operation and business or that of my parent, subsidiaries or affiliates.

C. Business Requirements. I will preserve and maintain my present existence and good standing in the jurisdiction where I am organized and all of my rights, privileges and franchises. I will do all that is needed or required to continue my business or activities as presently conducted, by obtaining licenses, permits and bonds everywhere I engage in business or activities or own, lease or locate my property. I will obtain your prior written consent before I cease my business or before I engage in any new line of business that is materially different from my present business.

D. Compliance with Laws. I will not violate any laws, regulations, rules, orders, judgments or decrees applicable to me or my Property, except for those which I challenge in good faith through proper proceedings after providing adequate reserves to fully pay the claim and its appeal should I lose. Laws include without limitation the Federal Fair Labor Standards Act requirements for producing goods, the federal Employee Retirement Income Security Act of 1974's requirements for the establishment, funding and management of qualified deferred compensation plans for employees, health and safety laws, environmental laws, tax laws, licensing and permit laws. On your request, I will provide you with written evidence that I have fully and timely paid my taxes, assessments and other governmental charges levied or imposed on me, my income or profits and my property. Taxes include without limitation sales taxes, use taxes, personal property taxes, documentary stamp taxes, recordation taxes, franchise taxes, income taxes, withholding taxes, FICA taxes and unemployment taxes. I will adequately provide for the payment of these taxes, assessments and other charges that have accrued but are not yet due and payable.

E. New Organizations. I will obtain your written consent before organizing, merging into, or consolidating with an entity; acquiring all or substantially all the assets of another; materially changing the legal structure, management, ownership or financial condition; or effecting or entering into a domestication, conversion or interest exchange.

F. Dealings with Insiders. I will not purchase, acquire or lease any property or services from, or sell, provide or lease any property or services to, or permit any outstanding loans or credit extensions to, or otherwise deal with, any Insiders except as required under contracts existing at the time I applied for the Loan and approved by you or as this Agreement otherwise permits. I will not change or breach these contracts existing at Loan application so as to cause an acceleration of or an increase in any payments due.

G. Other Debts. I will pay when due any and all other debts owed or guaranteed by me and will faithfully perform, or comply with all the conditions and obligations imposed on me concerning the debt or guaranty.

H. Other Liabilities. I will not incur, assume or permit any debt evidenced by notes, bonds or similar obligations, except: debt up to \$0 in total purchase money loan or credit extensions; debt up to \$0 in total non-purchase money loan or credit extensions; debt in existence on the date of this Agreement and fully disclosed to you; debt subordinated in payment to you on conditions and terms acceptable to you; accounts payable incurred in the ordinary course of my business and paid under customary trade terms or contested in good faith with reserves satisfactory to you.

I. Notice to You. I will promptly notify you of any material change in my financial condition, of the occurrence of a default under the terms of this Agreement or any other Loan Document, or a default by me under any agreement between me and any third party which materially and adversely affects my property, operations, financial condition or business.

J. Certification of No Default. On your request, my chief financial officer or my independent accountant will provide you with a written certification that to the best of their knowledge no event of default exists under the terms of this Agreement or the other Loan Documents, and that there exists no other action, condition or event which with the giving of notice or lapse of time or both would constitute a default. As requested, my chief financial officer or my independent accountant will also provide you with computations demonstrating compliance with any financial covenants and ratios contained in this Agreement. If an action, condition or event of default does exist, the certificate must accurately and fully disclose the extent and nature of this action, condition or event and state what must be done to correct it.

K. Use of Loan Proceeds. I will not permit the loan proceeds to be used to purchase, carry, reduce, or retire any loan originally incurred to purchase or carry any margin stock or otherwise cause the Loan to violate Federal Reserve Board Regulations U or X, or Section 8 of the Securities and Exchange Act of 1934 and its regulations, as amended.

L. Dispose of No Assets. Without your prior written consent or as the Loan Documents permit, I will not sell, lease, assign, transfer, dispose of or otherwise distribute all or substantially all of my assets to any person other than in the ordinary course of business for the assets' depreciated book value or more.

M. No Other Liens. I will not create, permit or suffer any lien or encumbrance upon any of my properties for or by anyone, other than you, except for: nonconsensual liens imposed by law arising out of the ordinary course of business on obligations that are not overdue or which I am contesting in good faith after making appropriate reserves; valid purchase money security interests on personal property; or any other liens specifically agreed to by you in writing.

N. Guaranties. I will not guaranty or become liable in any way as surety, endorser (other than as endorser of negotiable instruments in the ordinary course of business) or accommodation endorser or otherwise for the debt or obligations of any other person or entity, except to you or as you otherwise specifically agree in writing.

O. No Default under Other Agreements. I will not allow to occur, or to continue unremedied, any act, event or condition which constitutes a default, or which, with the passage of time or giving of notice, or both, would constitute a default under any agreement, document, instrument or undertaking to which I am a party or by which I may be bound.

P. Legal Disputes. I will promptly notify you in writing of any threatened or pending lawsuit, arbitration or other proceeding against me or any of my property, not identified in my financial statements, whose claim exceeds \$25,000 or that singly or together with other proceedings may materially and adversely affect my property, operations, financial condition or business. I will use my best efforts to bring about a favorable and speedy result of any of these lawsuits, arbitrations or other proceedings.

Q. Other Notices. I will immediately provide you with any information that may materially and adversely affect my ability to perform this Agreement and of its anticipated effect.

R. No Change in Capital. I will not release, redeem, retire, purchase or otherwise acquire, directly or indirectly, any of my capital stock or other equity security or partnership interest, or make any change in my capital structure, except to the extent required by any agreements signed prior to this Agreement and disclosed to you or with your prior written consent.

S. Loan Obligations. I will make full and timely payment of all principal and interest obligations, and comply with the other terms and agreements contained in this Agreement and in the other Loan Documents.

T. Insurance. I will obtain and maintain insurance with insurers, in amounts and coverages that are acceptable to you and customary with industry practice. This may include without limitation insurance policies for public liability, fire, hazard and extended risk, workers compensation, and, at your request, business interruption and/or rent loss insurance. At your request, I will deliver to you certified copies of all of these insurance policies, binders or certificates. I will obtain and maintain a mortgagee clause (or lender loss payable clause) endorsement - naming you as the loss payee. If you require, I will also obtain an "additional insured" endorsement - naming you as an additional insured. I will immediately notify you of cancellation or termination of insurance. I will require all insurance policies to provide you with at least 10 days prior written notice to you of cancellation or modification. I consent to you using or disclosing information relative to any contract of insurance required by the Loan for the purpose of replacing this insurance. I also authorize my insurer and you to exchange all relevant information related to any contract of insurance required by any document executed as part of this Loan.

U. Property Maintenance. I will keep all tangible and intangible property that I consider necessary or useful in my business in good working condition by making all needed repairs, replacements and improvements and by making all rental, lease or other payments due on this property.

V. Property Loss. I will immediately notify you, and the insurance company when appropriate, of any material casualty, loss or depreciation to the Property or to my other property that affects my business.

W. Accounts Receivable Collection. I will collect and otherwise enforce all of my unpaid Accounts Receivable at my cost and expense, until you end my authority to do so, which you may do at any time to protect your best interests. I will not sell, assign or otherwise dispose of any Accounts Receivable without your written consent. I will not commingle the Accounts Receivable proceeds with any of my other property.

X. Reserves. You may set aside and reserve Loan proceeds for Loan interest, fees and expenses, taxes, and insurance. I grant you a security interest in the reserves.

No interest will accrue on any reserve Loan proceeds. Disbursement of reserves is disbursement of the Loan's proceeds. At my request, you will disburse the reserves for the purpose they were set aside for, as long as I am not in default under this Agreement. You may directly pay these reserved items, reimburse me for payments I made, or reduce the reserves and increase the Loan proceeds available for disbursement.

Y. Deposit Accounts. I will maintain substantially all of my demand deposit/operating accounts with you.

Z. Additional Taxes. I will pay all filing and recording costs and fees, including any recordation, documentary or transfer taxes or stamps, that are required to be paid with respect to this Loan and any Loan Documents.

AA. Additional Covenants. 1) That certain Commitment Letter issued by Chain Bridge Bank, N.A. dated September 25, 2014 to Republican Party of Virginia, Inc. is hereby incorporated into the loan documents and will survive loan closing.

2) I agree to pledge my future receipts, also known as campaign contributions, as collateral to secure the loan. I agree to deposit all future receipts, also known as campaign contributions, for which I borrow against into the deposits accounts assigned to the Bank during the term of the loan.

7. DEFAULT. I will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

A. Payments. I fail to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me or any co-signer, endorser, surety or guarantor of this Agreement or any other obligations I have with you.

C. Business Termination. I merge, dissolve, reorganize, end my business or existence, or a partner or majority owner dies or is declared legally incompetent.

D. Failure to Perform. I fail to perform any condition or to keep any promise or covenant of this Agreement.

E. Other Documents. A default occurs under the terms of any other Loan Document.

F. Other Agreements. I am in default on any other debt or agreement I have with you.

G. Misrepresentation. I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. Judgment. I fail to satisfy or appeal any judgment against me.

I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. Name Change. I change my name or assume an additional name without notifying you before making such a change.

K. Property Transfer. I transfer all or a substantial part of my money or property.

L. Property Value. You determine in good faith that the value of the Property has declined or is impaired.

M. Material Change. Without first notifying you, there is a material change in my business, including ownership, management, and financial conditions.

N. Insecurity. You determine in good faith that a material adverse change has occurred in my financial condition from the conditions set forth in my most recent financial statement before the date of this Agreement or that the prospect for payment or performance of the Loan is impaired for any reason.

O. Additional Default. I fail to be in compliance with federal or state election laws.

I fail to deposit all my future receipts, also known as campaign contributions, into the deposit accounts that are assigned to you to secure the loan.

8. REMEDIES. After I default, you may at your option do any one or more of the following.

A. Acceleration. You may make all or any part of the amount owing by the terms of the Loan immediately due. If I am a debtor in a bankruptcy petition or in an application filed under section 5(a)(3) of the Securities Investor Protection Act, the Loan is automatically accelerated and immediately due and payable without notice or demand upon filing of the petition or application.

B. Sources. You may use any and all remedies you have under state or federal law or in any Loan Document.

C. Insurance Benefits. You may make a claim for any and all insurance benefits or refunds that may be available on my default.

REPUBLICAN PARTY OF VIRGINIA, INC.

Virginia Commercial Loan Agreement

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D. Payments Made On My Behalf. Amounts advanced on my behalf will be immediately due and may be added to the balance owing under the terms of the Loan, and accrue interest at the highest post-maturity interest rate.

E. Termination. You may terminate my rights to obtain advances or other extensions of credit by any of the methods provided in this Agreement.

F. Set-Off. You may use the right of set-off. This means you may set-off any amount due and payable under the terms of the Loan against any right I have to receive money from you.

My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of the Loan" means the total amount to which you are entitled to demand payment under the terms of the Loan at the time you set-off.

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay the Loan, 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 arise only in a representative capacity. 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 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.

G. Waiver. Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

9. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after the occurrence of an Event of Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Agreement or any other Loan Document. Expenses include (unless prohibited by law) reasonable attorneys' fees, court costs, and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Loan. All fees and expenses will be secured by the Property I have granted to you, if any. In addition, to the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me.

10. APPLICABLE LAW. This Agreement is governed by the laws of Virginia, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law. In the event of a dispute, the exclusive forum, venue and place of jurisdiction will be in Virginia, unless otherwise required by law.

11. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. My obligation to pay the Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on the Loan, or any number of us together, to collect the Loan. Extending the Loan or new obligations under the Loan, will not affect my duty under the Loan and I will still be obligated to pay the Loan. You may assign all or part of your rights or duties under this Agreement or the Loan Documents without my consent. If you assign this Agreement, all of my covenants, agreements, representations and warranties contained in this Agreement or the Loan Documents will benefit your successors and assigns. I may not assign this Agreement or any of my rights under it without your prior written consent. The duties of the Loan will bind my successors and assigns.

12. AMENDMENT, INTEGRATION AND SEVERABILITY. This Agreement may not be amended or modified by oral agreement. No amendment or modification of this Agreement is effective unless made in writing and executed by you and me. This Agreement and the other Loan Documents are the complete and final expression of the understanding between you and me. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

13. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Agreement.

14. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I will provide you any correct and complete financial statements or other information you request. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your lien status on any Property. Time is of the essence.

15. WAIVER OF JURY TRIAL. All of the parties to this Agreement knowingly and intentionally, irrevocably and unconditionally, waive any and all right to a trial by jury in any litigation arising out of or concerning this Agreement or any other Loan Document or related obligation. All of these parties acknowledge that this section has either been brought to the attention of each party's legal counsel or that each party had the opportunity to do so.

16. SIGNATURES. By signing under seal, I agree to the terms contained in this Agreement. I also acknowledge receipt of a copy of this Agreement.

BORROWER:

REPUBLICAN PARTY OF VIRGINIA, INC.

By Patrick Mullins Date 10/1/14 (Seal)
Patrick Mullins, Chairman

LENDER:

Chain Bridge Bank, N.A.

By Barry L. Huitema Date 10/1/14 (Seal)
Barry L. Huitema, Vice President

2014-10-01 10:04:11 AM

ASSIGNMENT OF DEPOSIT/SHARE ACCOUNT

DATE AND PARTIES. The date of this Assignment Of Deposit/Share Account (Agreement) is October 01, 2014. The parties and their addresses are:

SECURED PARTY:
CHAIN BRIDGE BANK, N.A.
1445-A Laughlin Avenue
McLean, VA 22101-5737

OWNER:
REPUBLICAN PARTY OF VIRGINIA, INC.
a Virginia Corporation
115 East Grace Street
Richmond, VA 23219-1741

The pronouns "you" and "your" refer to the Secured Party. The pronouns "I," "me" and "my" refer to each person or entity signing this Agreement as Owner and agreeing to give the Property described in this Agreement as security for the Secured Debts. Depository is the financial institution holding or issuing the Property.

1. SECURED DEBTS. The term "Secured Debts" includes and this Agreement will secure each of the following:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 730002524, dated October 1, 2014, from me to you, in the amount of \$100,000.00.

B. Sums Advanced. All sums advanced and expenses incurred by you under the terms of this Agreement.

Loan Documents refer to all the documents executed in connection with the Secured Debts.

2. ASSIGNMENT. To secure the payment and performance of the Secured Debts, I assign and grant a security interest to you in all of the Property described in this Agreement that I own or have sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all additions, proceeds, and products of the Property (including, but not limited to, all replacements, modifications or substitutions to the Property). Property is all the collateral given as security for the Secured Debts and described in this Agreement, and includes all obligations that support the payment or performance of the Property. "Proceeds" includes anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property, and any collections and distributions on account of the Property.

Property also includes any original evidence of ownership. I will deliver any evidence of ownership and properly execute all items as necessary to reflect your security interest.

This Agreement remains in effect until terminated in writing, even if the Secured Debts are paid and you are no longer obligated to advance funds to me under any loan or credit agreement.

3. PROPERTY DESCRIPTION. The Property is described as follows:

A. Deposit/Share Accounts: Account Number 2100107289, with a current balance of \$98,787.26, which is held at Chain Bridge Bank, N.A. located at 1445-A Laughlin Avenue, McLean, Virginia 22101-5737 .

Account Number 2100107305, with a current balance of \$25,321.59, which is held at Chain Bridge Bank, N.A. located at 1445-A Laughlin Avenue, McLean, Virginia 22101-5737 .

4. WARRANTIES AND REPRESENTATIONS. I have the right and authority to enter into this Agreement. The execution and delivery of this Agreement will not violate any agreement governing me or to which I am a party.

My name indicated in the DATE AND PARTIES section is my exact legal name. If I am an individual, my address is my principal residence. If I am not an individual, my address is the location of my chief executive offices or sole place of business. If I am an entity organized and registered under state law, my address is located in the state in which I am registered, unless otherwise provided in writing to you. I will provide verification of registration and location upon your request. I will provide you with at least 30 days notice prior to any change in my name, address, or state of organization or registration.

I represent that I own all of the Property. Your claim to the Property is ahead of the claims of any other creditor, except as disclosed in writing to you prior to any advance on the Secured Debts.

While this Agreement is in effect, no one else but you will withdraw any part of the Property.

5. AUTHORITY TO PERFORM. I authorize you to indorse any evidence of the Property. You are authorized to take all necessary steps to secure the Property including, but not limited to, placing a hold or imposing a freeze on the Property.

Your authorization to perform for me will not create an obligation to perform and your failure to perform will not preclude you from exercising any other rights under the law or this Agreement.

6. DEFAULT. I will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

A. Payments. I fail to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me, Borrower, or any co-signer, endorser, surety or guarantor of this Agreement or any other obligations Borrower has with you.

C. Business Termination. I merge, dissolve, reorganize, end my business or existence, or a partner or majority owner dies or is declared legally incompetent.

D. Failure to Perform. I fail to perform any condition or to keep any promise or covenant of this Agreement.

E. Other Documents. A default occurs under the terms of any other Loan Document.

F. Other Agreements. I am in default on any other debt or agreement I have with you.

G. Misrepresentation. I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. Judgment. I fail to satisfy or appeal any judgment against me.

- I. **Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.
- J. **Name Change.** I change my name or assume an additional name without notifying you before making such a change.
- K. **Property Transfer.** I transfer all or a substantial part of my money or property.
- L. **Property Value.** You determine in good faith that the value of the Property has declined or is impaired.
- M. **Material Change.** Without first notifying you, there is a material change in my business, including ownership, management, and financial conditions.
- N. **Insecurity.** You determine in good faith that a material adverse change has occurred in my financial condition from the conditions set forth in my most recent financial statement before the date of this Agreement or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

7. REMEDIES. After I default, you may at your option do any one or more of the following.

- A. **Acceleration.** You may make all or any part of the amount owing by the terms of the Secured Debts immediately due.
- B. **Sources.** You may use any and all remedies you have under state or federal law or in any Loan Document.
- C. **Payments Made On My Behalf.** Amounts advanced on my behalf will be immediately due and may be added to the Secured Debts.
- D. **Sale of Property.** You may sell the Property as provided by law. You may apply what you receive from the sale of the Property to your expenses, your reasonable attorneys' fees and legal expenses (where not prohibited by law), and any debt I owe you. If what you receive from the sale of the Property does not satisfy the debt, I will be liable for the deficiency (where permitted by law). In some cases, you may keep the Property to satisfy the debt.

Where a notice is required, I agree that ten days prior written notice sent by first class mail to my address listed in this Agreement will be reasonable notice to me under the Virginia Uniform Commercial Code.

If the Property is perishable or threatens to decline speedily in value, you may, without notice to me, dispose of any or all of the Property in a commercially reasonable manner at my expense following any commercially reasonable preparation or processing.

E. **Waiver.** By choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

8. WAIVER OF CLAIMS. I waive all claims for loss or damage caused by your acts or omissions where you acted reasonably and in good faith.

9. ADDITIONAL TERMS. I agree to deposit all future receipts, also known as campaign contributions, for which I borrow against into the deposits accounts assigned to the Bank during the term of the loan.

10. APPLICABLE LAW. This Agreement is governed by the laws of Virginia, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law. In the event of a dispute, the exclusive forum, venue and place of jurisdiction will be in Virginia, unless otherwise required by law.

11. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Owner's obligations under this Agreement are independent of the obligations of any other Owner. You may sue each Owner individually or together with any other Owner. You may release any part of the Property and I will still be obligated under this Agreement for the remaining Property. I agree that you and any party to this Agreement may extend, modify or make any change in the terms of this Agreement or any evidence of debt without my consent. Such a change will not release me from the terms of this Agreement. If you assign any of the Secured Debts, you may assign all or any part of this Agreement without notice to me or my consent, and this Agreement will inure to the benefit of your assignee to the extent of such assignment. You will continue to have the unimpaired right to enforce this Agreement as to any of the Secured Debts that are not assigned. This Agreement shall inure to the benefit of and be enforceable by you and your successors and assigns and any other person to whom you may grant an interest in the Secured Debts and shall be binding upon and enforceable against me and my personal representatives, successors, heirs and assigns.

12. AMENDMENT, INTEGRATION AND SEVERABILITY. This Agreement may not be amended or modified by oral agreement. No amendment or modification of this Agreement is effective unless made in writing and executed by you and me. This Agreement and the other Loan Documents are the complete and final expression of the understanding between you and me. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

13. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Agreement.

14. NOTICE AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Owner will be deemed to be notice to all Owners. I will inform you in writing of any change in my name, address or other application information. I will provide you any other, correct and complete information you request to effectively grant a security interest on the Property. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Agreement and to confirm your lien status on any Property. Time is of the essence.

15. WAIVER OF JURY TRIAL. All of the parties to this Agreement knowingly and intentionally, irrevocably and unconditionally, waive any and all right to a trial by jury in any litigation arising out of or concerning this Agreement or any other Loan Document or related obligation. All of these parties acknowledge that this section has either been brought to the attention of each party's legal counsel or that each party had the opportunity to do so.

SIGNATURES. By signing under seal, I agree to the terms contained in this Agreement. I also acknowledge receipt of a copy of this Agreement.

OWNER:

REPUBLICAN PARTY OF VIRGINIA, INC.

By Patrick Mullins Date 10/1/14 (Seal)
Patrick Mullins, Chairman

AUTOMATIC TRANSFER AUTHORIZATION

DATE AND PARTIES. The date of this Automatic Transfer Authorization (Authorization) is October 1, 2014. The parties and their addresses are:

ACCOUNT HOLDER:

REPUBLICAN PARTY OF VIRGINIA, INC.
a Virginia Corporation
115 East Grace Street
Richmond, VA 23219-1741

LENDER:

CHAIN BRIDGE BANK, N.A.
1445-A Laughlin Avenue
McLean, VA 22101-5737

The pronouns "you" or "your" refer to the Lender. The pronouns "I", "me" and "my" refer to the Account Holder.

TRANSFER AUTHORIZATION.

From Debited Account:

Account No. _____
Account Title. REPUBLICAN PARTY OF VIRGINIA, INC.
Account Type. Checking

To Credited Account (Loan):

Loan/Account No. 730002524
Loan/Account Title. REPUBLICAN PARTY OF VIRGINIA, INC.
Loan/Account Type. Open End Line of Credit

You will make transfers on the following basis:

Amount to be Transferred.
Effective Date. 10/25/2014
Termination Date. Until Cancelled
Frequency. Monthly

10/25/2014 1:11:11 PM

AMENDMENTS AND TERMINATION.

I authorize you to charge my Debited Account (Account) for all payments due on the above described Credited Account (Loan). You may continue to charge the Account until the Loan is paid or until I provide you with written notice of cancellation.

I understand and agree that if a payment due date falls on a non-business day, the payment amount will be debited from the Account and credited to the Loan as a loan payment on the next day you are open for regular business.

I further understand and agree that if the Account does not have a sufficient balance on a day that a payment is to be debited from the Account and credited to the Loan, you may, at your option, suspend further efforts to debit the Account and look to me for the payment and all subsequent payments until such time as all payments under the Loan are current. In no event will availability of any credit line that I may have with you be used in determining whether the Account has a sufficient balance.

At your option and sole discretion, you may resume charging the Account without further instruction from me once all payments are current. In the event that you do not resume charging to the Account, you will notify me in writing that this authorization has been cancelled. Such cancellation of this authorization does not excuse me from making timely payment under the terms of the Loan.

In any event, you, at your option, may cancel this authorization at any time.

SIGNATURES. By signing under seal, I agree to the terms contained in this Authorization. I also acknowledge receipt of a copy of this Authorization.

ACCOUNT HOLDER:

REPUBLICAN PARTY OF VIRGINIA, INC.

By Pat Mullins Date 10/1/14 (Seal)
Patrick Mullins, Chairman

LENDER:

Chain Bridge Bank, N.A.

By [Signature] Date 10/1/14 (Seal)
Barry L. Huitema, Vice President

14001-11001-3476

**Request for Taxpayer
Identification Number and Certification**

Give Form to the requester.
Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Republican Party Of Virginia, Inc.	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemptions from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) 115 East Grace Street City, state, and ZIP code Richmond, VA 23219-1741 List account number(s) here (optional)	Requester's name and address (optional) Chain Bridge Bank, N.A. 1445-A Laughlin Avenue McLean, VA 22101-5737

140301-1-2013-3477

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 4. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 4.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
Employer identification number 54-0682114

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ <i>Francis R. Jacob III</i>	Date ▶ <i>10/1/14</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a

U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax.

Chain Bridge Bank, N.A.
Loan Commitment for Republican Party of Virginia, Inc.

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Borrower: Republican Party of Virginia, Inc.

Amount: \$100,000

Loan Type: Revolving Line of Credit

Purpose: Financing of future receipts.

Interest Rate: Wall Street Journal Prime Rate plus 2.00%, floating

Commitment Fee: \$750

Advances: The Borrower shall submit satisfactory evidence of future receipts pertaining to Federal or State elections. Advances will be limited to 75% of the future receipts.

Repayment: Interest only monthly, based on the principal advanced. Principal payments will be made as pledged receipts are received. All future receipts will be pledged to the Bank and will be used to repay the principal advanced until the subject advance is repaid.

Term: September 30, 2015

Prepayment Penalty: None

Collateral: The following will be pledged as collateral:

- UCC Lien on all business assets, including but not limited to, all deposit accounts, mailing lists, equipment, furniture, fixtures, and other intangible assets.
- Assignment of Deposit Account for Future Receipts of Federal Election Funds;
- Assignment of Deposit Account for Future Receipts of State Election Funds;

Future Receipts: Borrower will be contractually obligated to deposit all future receipts into the deposits accounts assigned to the Bank;

Collateral Audit: In the event of a monetary default, the Bank reserves the right to engage, at the Borrower's expense, an independent third-party accounting firm to perform a field exam for the purposes of testing and verifying the Borrower's business assets that secure the loan.

Chain Bridge Bank, N.A.
Loan Commitment for Republican Party of Virginia, Inc.

Covenants: With the exception of the debt(s) to the Bank, the Borrower shall not:

- Create, incur, assume or permit to exist any debt, whether secured or unsecured;
- Guarantee or endorse assets debts of others;
- Make any loans or investments to any person or entity;
- Mortgage, pledge, grant or permit to exist a security interest in, or a lien upon any portion of, the assets now owned or hereafter acquired.

Attorney Fees: Borrower will be responsible for all Attorney Fees incurred even if the transaction does not close.

Compliance: The Credit Facility is subject to compliance with Federal Election Commissions and Virginia Department of Elections regulations. The Bank will engage the services of outside counsel to provide an opinion on the compliance of the transaction.

Business Insurance: Borrower shall maintain satisfactory Business Insurance during the term of the loan. The Bank shall be named as loss payee prior to closing. Verification of this coverage should be provided to the Bank in the form of a certificate of insurance.

Closing Costs: The Borrower shall be responsible for all closing costs associated with the closing of this loan. All expenses incurred by the Bank in closing the loan shall be paid by the Borrower, regardless of whether or not the loan closes. The following is an estimate of the Closing Costs:

Item	Cost
UCC Lien Search	\$100.00
UCC Lien Filing Fee	\$20.00
Loan Documentation	\$250.00
Opinion Letter	\$400.00
Estimated Closing Costs	\$770.00

Deposit Accounts: The Borrower will be required to maintain its primary deposit account relationship with the Bank during the term of the loan. The deposit account(s) must be opened prior to the closing of the loan. If the Borrower fails to maintain its primary deposit account relationship with the Bank during the term of the loan the Interest Rate will increase by 2.00%.

Automatic Payment: The Bank will require that the scheduled monthly loan payment will be automatically debited from a deposit account at the Bank.

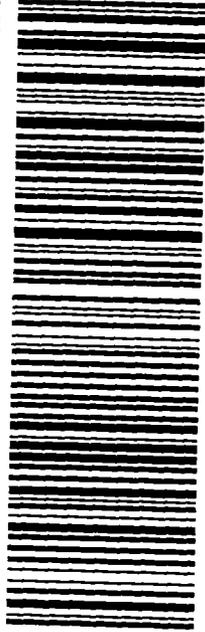
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FedEx
TRK# 8017 1424 9880
0215

WED - 22 OCT AA
STANDARD OVERNIGHT

XC RDVA

20463
DC-US
IAD



FD 865865 21OCT14 LFTA 522C1/DF64/65DD

00300
FedEx
Express
Package
US Airbill

FedEx Tracking Number
8017 1424 9880

1 From
Date 10/21/14

Sender's Name
FRANK LOEHR Phone 804 780-0111

Company
REPUBLICAN PARTY

Address
115 E GRACE ST

City RICHMOND State VA ZIP 23219-1741

2 Your Internal Billing Reference

3 To
Recipient's Name
BRIAN JONES Phone 202 694-1177

Company
FEDERAL ELECTION COMMISSION

Address
999 E STREET, NW

City WASHINGTON State DC ZIP 20463

0457282884



RT 677 6
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0215
Recipient's Copy

4 Express Package Service
NOTE: Service order has changed. Please select carefully.
*To most locations.

- Next Business Day
FedEx First Overnight
FedEx Priority Overnight
FedEx Standard Overnight

- 5 Packaging
FedEx Envelope
FedEx Pak
Other

6 Special Handling and Delivery Signature Options
SATURDAY Delivery

- No Signature Required
Direct Signature
Indirect Signature

7 Payment Bill to:
Sender
Recipient
Third Party
Credit Card
Cash/Check

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 type="checkbox"/> Hand Delivered	Date of Receipt
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<input type="checkbox"/> USPS First Class Mail	Postmarked
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<input type="checkbox"/> USPS Registered/Certified	Postmarked (R/C)
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<input type="checkbox"/> USPS Priority Mail	Postmarked
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<input type="checkbox"/> USPS Priority Mail Express	Postmarked
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<input type="checkbox"/> Postmark Illegible	
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<input type="checkbox"/> No Postmark	
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<input checked="" type="checkbox"/> Overnight Delivery Service (Specify): <i>fed ex</i>	Shipping Date <i>10/21/2014</i>	
	Next Business Day Delivery	<input checked="" type="checkbox"/>

<input type="checkbox"/> Received from House Records & Registration Office	Date of Receipt
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<input type="checkbox"/> Received from Senate Public Records Office	Date of Receipt
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<input type="checkbox"/> Received from Electronic Filing Office	Date of Receipt
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<input type="checkbox"/> Other (Specify):	Date of Receipt or Postmarked
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<i>JH</i> PREPARER	<i>10/22/2014</i> DATE PREPARED
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140M : 11/11/14 : 10021