

SANDLER, REIFF, YOUNG & LAMB, P.C.

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October 17, 2012

By Hand Delivery

Debbie Chacona
Reports Analysis Division
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

Re: Schedules C-1 to Form 4
Committee for Charlotte 2012/Charlotte DNC Host Committee—
FEC ID C00493524

Dear Ms. Chacona:

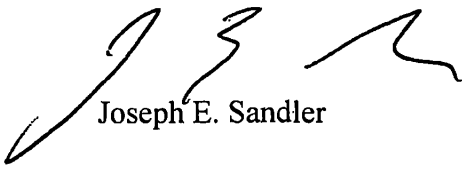
Our client, Committee for Charlotte/Charlotte DNC Host Committee, is filing electronically its first Form 4 today, as one of the entities constituting the Host Committee for the 2012 Democratic National Convention.

Enclosed for filing with the Form 4 are:

- (1) Signed original of Schedule C-1 for line of credit extended by Bank of America, N.A., together with the Loan Agreement; and
- (2) Signed original of Schedule C-1 for line of credit extended by Mechanics & Farmers Bank, together with the Loan Agreement.

If you have any questions concerning the enclosed, please do not hesitate to contact me.

Sincerely yours,


Joseph E. Sandler

SCHEDULE C-1 (FEC Form 4)
LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS

Supplementary for
 Information found on
 Page ____ of Schedule C

Federal Election Commission, Washington, D.C. 20463

NAME OF COMMITTEE (In Full) COMMITTEE FOR CHARLOTTE/CHARLOTTE DNC HOST COMMITTEE	FEC IDENTIFICATION NUMBER C C00493254
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LENDING INSTITUTION (LENDER) Full Name BANK OF AMERICA, N.A.	Amount of Loan 9,500,000.00	Interest Rate (APR) Libor + 1.25 %
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Mailing Address 400 S. TRYON STREET	Date Incurred or Established 10 18 2011
City: Charlotte State: NC Zip Code: 28255	Date Due 2 28 2013

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

B. If line of credit, Amount of this Draw: 6,900,000.00 Total Outstanding Balance: 6,900,000.00

C. Are other parties secondarily liable for the debt incurred?
 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?
 No Yes If yes, specify: _____
 What is the value of this collateral? 0.00
 Does the lender have a perfected security interest in it? No Yes

E. Are any future contributions or future receipts of interest income, pledged as collateral for the loan? No Yes If yes, specify: _____
 What is the estimated value? 0.00

A depository account must be established pursuant to 11 CFR 100.7(b)(11)(i)(B) and 100.8(b)(12)(i)(B).
 Location of account: _____
 Date account established: _____
 Address: _____
 City, State, Zip: _____

F. If neither of the types of collateral described above was pledged for this loan, or if the amount pledged does not equal or exceed the loan amount, state the basis upon which this loan was made and the basis on which it assures repayment.

Continuing Guaranty Agreement of Duke Energy Corp.

G. COMMITTEE TREASURER Typed Name: HARVEY GANTT Signature:	DATE 10/04/2012
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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 for the at 11 CFR 100.7(b)(11) and 100.8(b)(12) in making this loan.

AUTHORIZED REPRESENTATIVE Typed Name: John L. Mercuri Signature:	Title: Senior Vice President	DATE: 10/10/2012
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LOAN AGREEMENT

This Loan Agreement dated as of October 18, 2011 (this "Agreement"), is between BANK OF AMERICA, N.A. (the "Bank") and NEW AMERICAN CITY, INC. and COMMITTEE FOR CHARLOTTE 2012, INC. (each, a "Borrower" and, together, the "Borrowers").

DEFINITIONS

In addition to the terms which are defined elsewhere in this Agreement, the following terms have the meanings indicated for the purposes of this Agreement:

"Credit Limit" means the amount of NINE MILLION FIVE HUNDRED THOUSAND Dollars (\$9,500,000), and shall be the maximum aggregate amount of outstanding principal borrowings, issued Letters of Credit, accrued unpaid interest and fees permitted hereunder at any given time.

"Letter of Credit" and "Letters of Credit" shall mean, respectively, each and all of the standby letters of credit issued pursuant to this Agreement.

"Letter of Credit Application" shall have the meaning assigned to such term in Section 1.3(j) of this Agreement.

"Letter of Credit Fee" shall have the meaning set forth in Section 1.3(c) of this Agreement.

"Letter of Credit Obligations" shall mean, at any particular time, the aggregate amount of all liabilities of the Borrowers with respect to Letters of Credit, whether or not such liability is contingent, including (without duplication) the sum of (a) the aggregate amount of Letter of Credit Undrawn Availability then outstanding, and (b) the aggregate amount of all unpaid Letter of Credit Reimbursement Obligations.

"Letter of Credit Reimbursement Obligation" with respect to a Letter of Credit means the obligation of the Borrowers to reimburse the Bank for Letter of Credit Unreimbursed Draws, together with interest thereon.

"Letter of Credit Undrawn Availability" with respect to a Letter of Credit at any time shall mean the maximum amount available to be drawn under such Letter of Credit at such time or thereafter, regardless of the existence or satisfaction of any conditions or limitations on drawing.

"Letter of Credit Unreimbursed Draws" with respect to a Letter of Credit at any time shall mean the aggregate amount at such time of all payments made by the Bank under such Letter of Credit, to the extent not repaid by the Borrowers.

"Prime Rate" means that fluctuating annual rate of interest which the Bank from time to time announces as and declares to be its prime rate of interest (the Bank makes loans which accrue interest at rates which are below, at and above the aforesaid prime rate). The Borrowers acknowledge and agree that the Prime Rate is a reference used in determining interest rates on certain loans by the Bank and is not intended to be the best or lowest rate of interest charged on any extension of credit to any customer. If the Bank ever fails to have or declare a prime rate, the term Prime Rate as used herein shall mean the highest prevailing prime rate published for the applicable period by The Wall Street Journal, provided, however, that the rate of interest charged on amounts payable under this Agreement shall in no event exceed applicable legal limits.

1. LINE OF CREDIT AMOUNT AND TERMS

1.1 Line of Credit Amount.

- (a) During the availability period described below, the Bank will provide a line of credit to the Borrowers. The amount of the line of credit (the "Commitment") is equal to the Credit Limit.
- (b) This is a revolving line of credit. During the availability period, and subject to the provisions of this Agreement, the Borrowers may repay principal amounts and re-borrow them.
- (c) The Borrowers agree not to permit the balance of outstanding principal (including issued Letters of Credit), interest and fees at any time to exceed the Commitment. If the Borrowers exceed this limit, the Borrowers will immediately pay the excess to the Bank upon the Bank's demand.

1.2 Availability Period. The line of credit is available between the date of this Agreement and November 15, 2012, or such earlier date as the availability may terminate as provided in this Agreement.

1.3 Issuance of Standby Letters of Credit.

- (a) General. Subject to the terms and conditions of this Agreement, and relying upon the representations and warranties herein set forth, the Bank shall issue, for the account of the Borrowers, Letters of Credit at any time or from time to time on or after the date hereof and to and including November 15, 2012. The Borrowers shall not request any Letter of Credit to be issued (and the Bank shall not be obligated to issue any Letter of Credit) except within the following limitation: on the date of issuance of any Letter of Credit (and after giving effect to such issuance), the sum of the aggregate Letter of Credit Obligations and the aggregate amount of all outstanding borrowings hereunder (including principal, accrued unpaid interest and fees) shall not exceed the Credit Limit.
- (b) Terms of Letters of Credit. Each Letter of Credit (i) shall have an expiration date no later than December 31, 2012 and (ii) shall be denominated in Dollars.

In the event that any Letter of Credit remains outstanding at December 31, 2012, the Borrowers shall provide the Bank with cash collateral equal to the face amount of any and all outstanding Letters of Credit. Subject to the terms and conditions of this Agreement, each Letter of Credit shall be subject to any other reasonable requirements for letters of credit normally and customarily imposed by the Bank.

- (c) Letter of Credit Fees. The Borrowers shall pay the Bank a fee (the "Letter of Credit Fee") in the amount of one and one-quarter percent (1.25%) per annum (based on a 360 day year) on the face amount of each Letter of Credit over the term of each such Letter of Credit, payable in arrears in quarterly installments and pro rated for the actual number of days outstanding. The Borrowers shall also pay to the Bank Letter of Credit application fees of \$250.00 per Letter of Credit and Letter of Credit amendment fees of \$200.00 per amendment.
- (d) Request for Issuance. The Borrowers may from time to time request in writing the Bank to issue a Letter of Credit by:
 - (i) delivering to the Bank a written request to such effect, specifying the date on which such Letter of Credit is proposed to be issued, the expiration date thereof, and the stated amount thereof, and

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- (ii) delivering to the Bank an application, in such form as may from time to time be approved by the Bank (the "Letter of Credit Application"), completed to the satisfaction of the Bank, together with such other certificates, documents and other papers and information as the Bank may request.

If all conditions precedent to the issuance of a Letter of Credit are fulfilled, the Bank shall, promptly following the fulfillment of such conditions, deliver the original of such Letter of Credit to the beneficiary thereof or as the Borrowers shall otherwise direct.

- (e) Request for Extension or Increase. The Borrowers may from time to time request the Bank to extend the expiration date of an outstanding Letter of Credit or increase the Letter of Credit Undrawn Availability of such Letter of Credit. Such extension or increase shall for all purposes hereunder be treated as though the Borrowers had requested issuance of a replacement Letter of Credit (except only that the Bank may, if it elects, issue a notice of extension or increase in lieu of issuing a new Letter of Credit in substitution for the outstanding Letter of Credit).
- (f) Borrowers' Reimbursement Obligation. The Borrowers hereby agree to reimburse the Bank, by making payment to the Bank on the date and in the amount of each payment made by the Bank under any Letter of Credit, upon notice (which may be by teletype, with telephone confirmation of receipt) by the Bank to the Borrowers of such payment, without further notice, protest or demand, all of which are hereby waived, and an action therefor shall thereupon immediately accrue. To the extent such payment is not timely made, the Borrowers hereby agree to pay to the Bank interest on any Letter of Credit Unreimbursed Draws for each day from and including the date of such payment by the Bank until reimbursed in full at the interest rate described in Section 1.6; provided, however, that such Letter of Credit Unreimbursed Draws shall be treated as principal drawings hereunder for all purposes.
- (g) Obligations Absolute.

The payment obligations of the Borrowers under Section 1.3(f) shall be unconditional and irrevocable and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including, without limitation, the following circumstances:

- (i) any lack of validity or enforceability of this Agreement, any Letter of Credit or any other related document;
- (ii) the existence of any claim, set-off, defense or other right which any Borrower or any other person may have at any time against any beneficiary or transferee of any Letter of Credit (or any persons for whom any such beneficiary or transferee may be acting), the Bank, or any other person, whether in connection with this Agreement, the transactions contemplated hereby or any unrelated transaction;
- (iii) any draft, certificate, statement or other document presented under any Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; or
- (iv) payment by the Bank under any Letter of Credit against presentation of a draft or certificate which does not comply with the terms of such Letter of Credit, or payment by the Bank under the Letter of Credit in any other circumstances in which conditions to payment are not met, except any such payment resulting solely from the gross negligence or willful misconduct of the Bank.

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- (h) The Borrowers bear the risk of, and neither the Bank nor any of its directors, officers, employees or agents shall be liable or responsible for any of, the foregoing matters, the use which may be made of any Letter of Credit, or acts or omissions of the beneficiary or any transferee in connection therewith.
 - (i) The Borrowers hereby agree, from time to time, to do and perform any and all acts and to execute any and all further instruments reasonably requested by the Bank more fully to effect the purposes of this Agreement and the issuance of the Letters of Credit hereunder.
 - (j) Letter of Credit Applications.

The representations, warranties and covenants by the Borrowers under, and rights and remedies of the Bank under, any Letter of Credit Application relating to any Letter of Credit are in addition to, and not in limitation or derogation of, representations, warranties and covenants by the Borrowers under, and rights and remedies of the Bank under, this Agreement, the related loan documents, and applicable law. In the event of any inconsistency between the terms of this Agreement and any Letter of Credit Application, this Agreement shall prevail.

1.4 Conditions to Availability of Credit. In addition to the items required to be delivered to the Bank under the paragraph entitled "Financial Information" in the "Covenants" section of this Agreement, the Borrowers will provide a written funding request in the form attached as Exhibit A hereto for each requested extension of credit, including a certificate to the effect that such extension of credit (be it in the form of a principal borrowing or the issuance of a Letter of Credit) is required to finance the Borrowers' obligations under that certain "Agreement: 2012 Democratic National Convention," dated March 9, 2011, by and among the City of Charlotte, Charlotte DNC Host Committee, Inc., Committee for Charlotte 2012 and 2012 Democratic National Convention Committee, Inc. (the "Convention Agreement"). Only the following individuals shall be authorized to request Letters of Credit or loan funding on behalf of the Borrowers under this Agreement: Daniel Murrey, M.D., Executive Director; and any authorized officer of a Borrower subsequently designated to the Bank by the Borrower in writing (with a copy of any such writing to be simultaneously provided by the Borrowers to the Guarantor) (each, an "Authorized Funding Representative").

1.5 Repayment Terms.

- (a) The Borrowers will pay interest only on November 30, 2011, and then interest only on the outstanding principal hereunder on the last day of each February, May, August and November thereafter until payment in full of all principal outstanding under this facility as described below.
- (b) Notwithstanding anything herein to the contrary, the Borrowers covenant to reduce the total amount outstanding hereunder to no more than \$9,000,000 of principal, accrued unpaid interest and fees on and after January 31, 2013.
- (c) The Borrowers will repay in full any remaining principal, interest or other charges outstanding under this facility no later than February 28, 2013 (the "Expiration Date").

1.6 Interest Rate.

- (a) The interest rate is a rate per year equal to the BBA LIBOR Daily Floating Rate plus 1.25 percentage points.
- (b) The BBA LIBOR Daily Floating Rate is a fluctuating rate of interest equal to the rate per annum equal to the British Bankers Association LIBOR Rate ("BBA LIBOR"), as published by Reuters (or other commercially available source providing quotations of BBA LIBOR as selected by the Bank from time to

time) as determined for each banking day at approximately 11:00 a.m. London time two (2) London Banking Days prior to the date in question, for U.S. Dollar deposits (for delivery on the first day of such interest period) with a one month term, as adjusted from time to time in the Bank's sole discretion for reserve requirements, deposit insurance assessment rates and other regulatory costs. If such rate is not available at such time for any reason, then the rate for that interest period will be determined by such alternate method as reasonably selected by the Bank. A "London Banking Day" is a day on which banks in London are open for business and dealing in offshore dollars.

2. FEES AND EXPENSES.

2.1 Fees.

- (a) Unused Commitment Fee. The Borrowers have agreed to pay an unused commitment fee on any difference between the Credit Limit and the aggregate amount of outstanding principal borrowings drawn and Letters of Credit issued under the line of credit, determined by reference to the daily amount of credit extended during the specified period. The fee is 0.175% per annum and is payable in quarterly installments on November 30, 2011, February 29, 2012, May 31, 2012, August 31, 2012 and November 15, 2012.
- (b) Waiver Fee. If the Bank, at its discretion, agrees to waive or amend any terms of this Agreement, the Borrowers will, at the Bank's option, pay the Bank a fee for each waiver or amendment in an amount advised by the Bank at the time the Borrowers request the waiver or amendment. Nothing in this paragraph shall imply that the Bank is obligated to agree to any waiver or amendment requested by the Borrowers. The Bank may impose additional requirements as a condition to any waiver or amendment.
- (c) Late Fee. To the extent permitted by law, the Borrowers agree to pay a late fee in an amount not to exceed four percent (4%) of any payment that is more than fifteen (15) days late. The imposition and payment of a late fee shall not constitute a waiver of the Bank's rights with respect to the default.

2.2 Expenses. The Borrowers agree to immediately repay the Bank for expenses that include, but are not limited to, search fees and documentation fees.

2.3 Reimbursement Costs.

- (a) The Borrowers agree to reimburse the Bank for any expenses it incurs in the preparation of this Agreement and any agreement or instrument required by this Agreement. Expenses include, but are not limited to, reasonable attorneys' fees, including any allocated costs of the Bank's in-house counsel to the extent permitted by applicable law.
- (b) The Borrowers agree to reimburse the Bank for the cost of periodic field examinations of the Borrowers' books, records and collateral, and appraisals of the collateral, at such intervals as the Bank may reasonably require. The actions described in this paragraph may be performed by employees of the Bank or by independent appraisers.

3. COLLATERAL

3.1 Guaranty. The Borrowers' obligations to the Bank under this Agreement will be secured by that certain Continuing Guaranty Agreement, dated the date hereof (the "Guaranty"), between Duke Energy Corporation (the "Guarantor") and the Bank.

4. DISBURSEMENTS, PAYMENTS AND COSTS

4.1 Disbursements and Payments.

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- (a) Each payment by the Borrowers will be made in U.S. Dollars and immediately available funds by debit to a deposit account, as described in this Agreement or otherwise authorized by the Borrowers. For payments not made by direct debit, payments will be made by mail to the address shown on the Borrowers' statement or at one of the Bank's banking centers in the United States, or by such other method as may be permitted by the Bank.
 - (b) The Bank may honor instructions for advances or repayments given by the Borrowers (if individuals), or by any one of the individuals authorized to sign loan agreements on behalf of the Borrowers, or any other individual designated by any one of such authorized signers (each an "Authorized Individual").
 - (c) For any payment under this Agreement made by debit to a deposit account, the Borrowers will maintain sufficient immediately available funds in the deposit account to cover each debit. If there are insufficient immediately available funds in the deposit account on the date the Bank enters any such debit authorized by this Agreement, the Bank may reverse the debit.
 - (d) Each disbursement by the Bank and each payment by the Borrowers will be evidenced by records kept by the Bank. In addition, the Bank may, at its discretion, require the Borrowers to sign one or more promissory notes. This Loan Agreement shall constitute a promissory note of the Borrowers evidencing their payment and other obligations to the Bank under the line of credit, the Letters of Credit issued thereunder and this Agreement.
 - (e) Prior to the date each payment of principal and interest and any fees from the Borrowers becomes due (the "Due Date"), the Bank will mail to the Borrowers a statement of the amounts that will be due on that Due Date (the "Billed Amount"). The calculations in the bill will be made on the assumption that no new extensions of credit or payments will be made between the date of the billing statement and the Due Date, and that there will be no changes in the applicable interest rate. If the Billed Amount differs from the actual amount due on the Due Date (the "Accrued Amount"), the discrepancy will be treated as follows:
 - (i) If the Billed Amount is less than the Accrued Amount, the Billed Amount for the following Due Date will be increased by the amount of the discrepancy. The Borrowers will not be in default by reason of any such discrepancy.
 - (ii) If the Billed Amount is more than the Accrued Amount, the Billed Amount for the following Due Date will be decreased by the amount of the discrepancy.

Regardless of any such discrepancy, interest will continue to accrue based on the actual amount of principal outstanding without compounding. The Bank will not pay the Borrowers interest on any overpayment.

4.2 Telephone and Telefax Authorization.

- (a) The Bank may honor telephone or telefax instructions for advances or repayments given, or purported to be given, by any one of the Authorized Individuals, except that no advance will be made under the line of credit unless the instructions are accompanied by a certificate as described in Section 1.4 above.

- (b) Advances will be deposited in and repayments will be withdrawn from the Designated Account (defined in Section 4.3), or such other of the Borrowers' accounts with the Bank as designated in writing by the Borrowers.
- (c) The Borrowers will indemnify and hold the Bank harmless from all liability, loss, and costs in connection with any act resulting from telephone or telefax instructions the Bank reasonably believes are made by any Authorized Individual. This paragraph will survive this Agreement's termination, and will benefit the Bank and its officers, employees, and agents.

4.3 Direct Debit. The Borrowers agree that on each Due Date the Bank will debit the Billed Amount as follows: interest and fees from deposit account number 237015718096 owned by New American City, Inc. and principal from deposit account number 237015718435 owned by Committee for Charlotte 2012, Inc., or such other of the Borrowers' accounts with the Bank as designated in writing by the Borrowers (each, a "Designated Account").

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

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

4.6 Default Rate. Upon the occurrence of any default or after maturity or after judgment has been rendered on any obligation under this Agreement, all amounts outstanding under this Agreement, including any interest, fees, or costs which are not paid when due, will at the option of the Bank bear interest at the Prime Rate plus two percent (2%) per annum. This may result in compounding of interest. This will not constitute a waiver of any default.

4.7 Overdrafts. At the Bank's sole option in each instance, the Bank may do one of the following:

(a) The Bank may make advances under this Agreement to prevent or cover an overdraft on any account of any Borrower with the Bank. Each such advance will accrue interest from the date of the advance or the date on which the account is overdrawn, whichever occurs first, at the interest rate described in this Agreement. The Bank may make such advances even if the advances may cause any credit limit under this Agreement to be exceeded.

(b) The Bank may reduce the amount of credit otherwise available under this Agreement by the amount of any overdraft on any account of any Borrower with the Bank.

This paragraph shall not be deemed to authorize the Borrowers to create overdrafts on any of the Borrowers' accounts with the Bank.

5. CONDITIONS

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

- 5.1 Authorizations. If any Borrower or any guarantor is anything other than a natural person, evidence that the execution, delivery and performance by the Borrowers and/or such guarantor of this Agreement and any instrument or agreement required under this Agreement have been duly authorized.
- 5.2 Governing Documents. If required by the Bank, copies of the Borrowers' and the Guarantor's organizational documents.
- 5.3 Guaranty. An original executed copy of the Guaranty.
- 5.4 Reserved.
- 5.5 Reserved.
- 5.6 Payment of Fees. Payment of all fees and other amounts due and owing to the Bank, including without limitation payment of all accrued and unpaid expenses incurred by the Bank as required by the paragraph entitled "Reimbursement Costs."
- 5.7 Good Standing. Certificates of good standing for the Borrowers and the Guarantor from their states of formation and from any other state in which any Borrower is required to qualify to conduct its business.
- 5.8 Legal Opinion. Written opinions from the Borrowers' and the Guarantor's respective legal counsel, covering such matters as the Bank may require. The legal counsel and the terms of the opinions must be acceptable to the Bank.
- 5.9 Insurance. Evidence of insurance coverage, as required in the "Covenants" section of this Agreement.
- 5.10 Other Required Documentation.
- (a) Certified copies of the Borrowers' Articles of Incorporation, by-laws and resolution(s) authorizing the execution, delivery and performance of this Agreement and the other documents relating to the transactions contemplated hereby.
 - (b) Copies of the Borrowers' most recent budgets and financial statements.
 - (c) Tax, litigation and judgment lien and Uniform Commercial Code Financing Statement searches in date, form and substance satisfactory to the Bank.
- 5.11 Ongoing Reporting Requirements. In addition, the Borrowers shall provide the Bank:
- (a) Before each extension of credit, a written funding request and certificate as described in Section 1.4 above.
 - (b) Financial reports (including a balance sheet and a revenue and expense report) in such form as the Bank may require (it being acknowledged that, until further notice from the Bank, the form of monthly financial reports previously provided to the Bank shall be acceptable) for each monthly period ending on the last calendar day of a month, delivered to the Bank on or prior to the 15th day of the succeeding month.

- (c) At least 30 days prior to each of their fiscal years, the Borrowers' annual budgets for their upcoming fiscal years.
- (d) Promptly following filing, copies of all of the Borrowers' filings with the Federal Election Commission (i.e. any amendments to Statement of Organization, Post-Convention Report, Post-Convention Quarterly Reports, etc.).
- (e) Promptly following filing, copies of all of the Borrowers' filings with the Internal Revenue Service including, but not limited to, annual tax returns on Form 990.
- (f) Such other items as the Bank may reasonably request, including, but not limited to, prompt written notice of any lawsuits filed or judgments or awards entered against either Borrower.

6. REPRESENTATIONS AND WARRANTIES

When the Borrowers sign this Agreement, and until the Bank is repaid in full, the Borrowers make the following representations and warranties. Each request for an extension of credit constitutes a renewal of these representations and warranties as of the date of the request:

- 6.1 Formation. If the Borrowers are anything other than natural persons, they are duly formed, existing and in good standing under the laws of the state or other jurisdiction where organized.
- 6.2 Authorization. This Agreement, and any instrument or agreement required hereunder, are within the Borrowers' powers, have been duly authorized, and do not conflict with any of their organizational papers.
- 6.3 Enforceable Agreement. This Agreement is a legal, valid and binding agreement of each Borrower, enforceable against each Borrower in accordance with its terms, and any instrument or agreement required hereunder, when executed and delivered, will be similarly legal, valid, binding and enforceable.
- 6.4 Good Standing. In each state in which the Borrowers do business, they are properly licensed, in good standing, and, where required, in compliance with fictitious name statutes.
- 6.5 No Conflicts. This Agreement does not conflict with any law, agreement, or obligation by which any Borrower is bound.
- 6.6 Financial Information. All financial and other information that has been or will be supplied to the Bank is sufficiently complete to give the Bank accurate knowledge of the Borrowers' (or any guarantor's) financial condition, including all material contingent liabilities. Since the date of the most recent financial statement provided to the Bank, there has been no material adverse change in the business condition (financial or otherwise), operations, properties or prospects of any Borrower (or any guarantor).
- 6.7 Lawsuits. There is no lawsuit, tax claim or other dispute pending or threatened against any Borrower which, if lost, would impair any Borrower's financial condition or ability to repay the loan, except as have been disclosed in writing to the Bank.
- 6.8 Reserved.
- 6.9 Reserved.

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- 6.10 Permits, Franchises. The Borrowers possess all permits, memberships, franchises, contracts and licenses required and all trademark rights, trade name rights, patent rights, copyrights, and fictitious name rights necessary to enable them to conduct the businesses in which they are now engaged.
- 6.11 Other Obligations. No Borrower is in default on any obligation for borrowed money, any purchase money obligation or any other material lease, commitment, contract, instrument or obligation, except as have been disclosed in writing to the Bank.
- 6.12 Tax Matters. The Borrowers have no knowledge of any pending assessments or adjustments of their respective income tax for any year and all taxes due have been paid, except as have been disclosed in writing to the Bank.
- 6.13 No Event of Default. There is no event which is, or with notice or lapse of time or both would be, a default under this Agreement.
- 6.14 Insurance. The Borrowers have obtained, and maintained in effect, the insurance coverage required in the "Covenants" section of this Agreement.

7. COVENANTS

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

- 7.1 Use of Proceeds. To use the proceeds only for lawful costs and expenses required under the Convention Agreement.
- 7.2 Financial Information. To provide the financial information and statements required by Sections 5.1 through 5.11 above in form and content acceptable to the Bank, and such additional information as requested by the Bank from time to time. The Bank reserves the right, upon written notice to the Borrowers, to require the Borrowers to deliver financial information and statements to the Bank more frequently than otherwise provided above, and to use such additional information and statements to measure any applicable financial covenants in this Agreement.
- 7.3 Reserved.
- 7.4 Bank as Principal Depository. To maintain the Bank as each Borrower's principal depository bank, including for the maintenance of business, cash management, operating and administrative deposit accounts.
- 7.5 Other Debts. Not to have outstanding or incur any direct or contingent liabilities or lease obligations (other than those to the Bank), or become liable for the liabilities of others, without the Bank's written consent. This does not prohibit:
- (a) Acquiring goods, services, supplies, or merchandise on normal trade credit.
 - (b) Endorsing negotiable instruments received in the usual course of business.
 - (c) Obtaining surety bonds in the usual course of business.
 - (d) Liabilities, lines of credit and leases in existence on the date of this Agreement disclosed in writing to the Bank (including the existing \$500,000 unsecured debt to Mechanics and Farmers Bank).

(e) Up to \$250,000 in aggregate additional unsecured bank debt.

7.6 Other Liens /Negative Pledge. Not to create, assume, or allow any security interest or lien (including judicial liens) on any property of any Borrower now or later own, except:

(a) Liens and security interests in favor of the Bank.

(b) Liens for taxes not yet due.

(c) Liens outstanding on the date of this Agreement disclosed in writing to the Bank.

(d) Purchase money security interests in purchased assets, subject to Section 7.5 above.

7.7 Maintenance of Assets. Not to sell, assign, lease, transfer or otherwise dispose of any part of any Borrower's businesses or any Borrower's assets except in the ordinary course of the Borrowers' businesses.

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

(a) Existing investments disclosed to the Bank in writing.

(b) Investments in any of the following:

(i) certificates of deposit;

(ii) U.S. treasury bills and other obligations of the federal government;

(iii) readily marketable securities (including commercial paper, but excluding restricted stock and stock subject to the provisions of Rule 144 of the Securities and Exchange Commission).

7.9 Loans. Not to make any loans, advances or other extensions of credit to any individual or entity, except for:

(a) Existing extensions of credit disclosed to the Bank in writing.

(b) Extensions of credit in the nature of accounts receivable or notes receivable arising from the sale or lease of goods or services in the ordinary course of business to non-affiliated entities.

7.10 Additional Negative Covenants. Not to, without the Bank's written consent:

(a) Enter into any consolidation, merger, or other combination, or become a partner in a partnership, a member of a joint venture, or a member of a limited liability company.

(b) Acquire or purchase a business or its assets.

(c) Engage in any business activities substantially different from the Borrowers' present businesses.

(d) Liquidate or dissolve any Borrower's businesses.

7.11 Notices to Bank. To promptly notify the Bank in writing of:

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- (a) Any lawsuit over TEN THOUSAND Dollars (\$10,000.00) against any Borrower.
- (b) Any substantial dispute between any governmental authority and any Borrower.
- (c) Any event of default under this Agreement, or any event which, with notice or lapse of time or both, would constitute an event of default.
- (d) Any material adverse change in any Borrower's condition (financial or otherwise), operations, properties or prospects, or ability to repay the credit.
- (e) Any change in any Borrower's legal structure, place of business, or chief executive office if any Borrower has more than one place of business.
- (f) Any actual contingent liabilities of any Borrower, and any such contingent liabilities which are reasonably foreseeable, where such liabilities are in excess of TEN THOUSAND Dollars (\$10,000.00) in the aggregate.

12030913471 7.12 General Business Insurance. To maintain insurance satisfactory to the Bank as to amount, nature and carrier covering property damage (including loss of use and occupancy) to any of the Borrowers' properties, public liability insurance including coverage for contractual liability and workers' compensation, and any other insurance which is usual for the Borrowers' businesses. Each policy shall provide for at least thirty (30) days prior notice to the Bank of any cancellation thereof.

7.13 Compliance with Laws. To comply with the laws (including any fictitious or trade name statute), regulations, and orders of any government body with authority over the Borrowers' businesses. The Bank shall have no obligation to make any advance to the Borrowers except in compliance with all applicable laws and regulations, and the Borrowers shall fully cooperate with the Bank in complying with all such applicable laws and regulations.

7.14 ERISA Plans. Promptly during each year, to pay and cause any subsidiaries to pay contributions adequate to meet at least the minimum funding standards under ERISA with respect to each and every Plan; file each annual report required to be filed pursuant to ERISA in connection with each Plan for each year; and notify the Bank within ten (10) days of the occurrence of any Reportable Event that might constitute grounds for termination of any capital Plan by the Pension Benefit Guaranty Corporation or for the appointment by the appropriate United States District Court of a trustee to administer any Plan. "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time. Capitalized terms in this paragraph shall have the meanings defined within ERISA.

7.15 Books and Records. To maintain adequate books and records.

7.16 Audits. To allow the Bank and its agents to inspect the Borrowers' properties and examine, audit, and make copies of books and records at any reasonable time. If any of the Borrowers' properties, books or records is in the possession of a third party, the Borrowers authorize that third party to permit the Bank or its agents to have access to perform inspections or audits and to respond to the Bank's requests for information concerning such properties, books and records.

7.17 Reserved.

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

7.19 Compliance with FEC Requirements. To comply with any Federal Election Commission reporting and disclosure obligations arising from establishing and drawing against the credit facility provided hereby.

8 DEFAULT AND REMEDIES

If any of the following events of default occurs, the Bank may do one or more of the following: declare the Borrowers in default, stop making any additional credit available to the Borrowers, and require the Borrowers to repay their entire debt immediately and without prior notice. If an event which, with notice or the passage of time, will constitute an event of default has occurred and is continuing, the Bank has no obligation to make advances or extend additional credit under this Agreement. In addition, if any event of default occurs, the Bank shall have all rights, powers and remedies available under any instruments and agreements required by or executed in connection with this Agreement, as well as all rights and remedies available at law or in equity. If an event of default occurs under the paragraph entitled "Bankruptcy," below, with respect to any Borrower, then the entire debt outstanding under this Agreement will automatically be due immediately.

8.1 Failure to Pay. The Borrowers fail to make a payment under this Agreement within thirty (30) days of the date when due.

8.2 Other Bank Agreements. Any default occurs under any other agreement or any credit arrangement any Borrower or any Borrower's related entities or affiliates has with the Bank or any affiliate of the Bank.

8.3 Cross-default. Any default occurs under any agreement in connection with any credit any Borrower or any Borrower's related entities or affiliates has obtained from anyone else or which any Borrower or any Borrower's related entities or affiliates has guaranteed.

8.4 False Information. Any Borrower has given the Bank false or misleading information or representations.

8.5 Bankruptcy. Any Borrower files one or more bankruptcy petitions, a bankruptcy petition is filed against any of the foregoing parties, or any Borrower makes a general assignment for the benefit of creditors.

8.6 Receivers. A receiver or similar official is appointed for a substantial portion of any Borrower's business, or any Borrower's business is terminated.

8.7 Reserved.

8.8 Reserved.

8.9 Judgments. Any judgments or arbitration awards are entered against any Borrower in an aggregate amount of TEN THOUSAND Dollars (\$10,000) or more in excess of any insurance coverage, and such judgment(s) or award(s) is/are not paid or bonded off to the satisfaction of the Bank within forty-five (45) days of entry.

8.10 Material Adverse Change. A material adverse change occurs, or is reasonably likely to occur, in any Borrower's business condition (financial or otherwise), operations, properties or prospects, or ability to repay the credit; or the Bank determines that it is insecure for any other reason.

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

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8.12 Default under Related Documents. Any default occurs under the Guaranty or any other guaranty, subordination agreement, security agreement, deed of trust, mortgage, or other document required by or delivered in connection with this Agreement or any such document is no longer in effect, or the Guarantor purports to revoke or disavow the Guaranty.

8.13 Reserved.

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

(a) A reportable event shall occur under Section 4043(c) of ERISA with respect to a Plan.

(b) Any Plan termination (or commencement of proceedings to terminate a Plan) or the full or partial withdrawal from a Plan by any Borrower or any ERISA Affiliate.

8.15 Other Breach Under Agreement. A default occurs under any other term or condition of this Agreement not specifically referred to in this Article. This includes any failure or anticipated failure by any Borrower (or any other party named in the Covenants section) to comply with any financial covenants set forth in this Agreement, whether such failure is evidenced by financial statements delivered to the Bank or is otherwise known to any Borrower or the Bank.

9. ENFORCING THIS AGREEMENT; MISCELLANEOUS

9.1 GAAP.

Except as otherwise stated in this Agreement, all financial information provided to the Bank and all financial covenants will be made in accordance with accounting principles applied consistently with those applied in the preparation of the Borrowers' financial statements previously delivered to the Bank.

9.2 Governing Law.

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

9.3 Successors and Assigns.

This Agreement is binding on any Borrower's and the Bank's successors and assignees. Each party hereto agrees that it may not assign this Agreement without the other party's and Guarantor's prior written consent. Notwithstanding the foregoing, the Bank may sell participations in this loan, and may exchange information about the Borrowers (including, without limitation, any information regarding any hazardous substances) with actual or potential participants. If a participation is sold, the purchaser will have the right of set-off against each Borrower.

9.4 Dispute Resolution Provision.

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

- (a) This Dispute Resolution Provision concerns the resolution of any controversies or claims between the parties, whether arising in contract, tort or by statute, including but not limited to controversies or claims that arise out of or relate to: (i) this agreement (including any renewals, extensions or modifications); or (ii) any document related to this agreement (collectively a "Claim"). For the purposes of this Dispute Resolution Provision only, the term "parties" shall include any parent corporation, subsidiary or affiliate of the Bank involved in the servicing, management or administration of any obligation described or evidenced by this agreement.
- (b) At the request of any party to this agreement, any Claim shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (Title 9, U.S. Code) (the "Act"). The Act will apply even though this agreement provides that it is governed by the law of a specified state.
- (c) Arbitration proceedings will be determined in accordance with the Act, the then-current rules and procedures for the arbitration of financial services disputes of the American Arbitration Association or any successor thereof ("AAA"), and the terms of this Dispute Resolution Provision. In the event of any inconsistency, the terms of this Dispute Resolution Provision shall control. If AAA is unwilling or unable to (i) serve as the provider of arbitration or (ii) enforce any provision of this arbitration clause, the Bank may designate another arbitration organization with similar procedures to serve as the provider of arbitration.
- (d) The arbitration shall be administered by AAA and conducted, unless otherwise required by law, in any U.S. state where real or tangible personal property collateral for this credit is located or if there is no such collateral, in the state specified in the governing law section of this agreement. All Claims shall be determined by one arbitrator; however, if Claims exceed Five Million Dollars (\$5,000,000), upon the request of any party, the Claims shall be decided by three arbitrators. All arbitration hearings shall commence within ninety (90) days of the demand for arbitration and close within ninety (90) days of commencement and the award of the arbitrator(s) shall be issued within thirty (30) days of the close of the hearing. However, the arbitrator(s), upon a showing of good cause, may extend the commencement of the hearing for up to an additional sixty (60) days. The arbitrator(s) shall provide a concise written statement of reasons for the award. The arbitration award may be submitted to any court having jurisdiction to be confirmed and have judgment entered and enforced.
- (e) The arbitrator(s) will give effect to statutes of limitation in determining any Claim and may dismiss the arbitration on the basis that the Claim is barred. For purposes of the application of any statutes of limitation, the service on AAA under applicable AAA rules of a notice of Claim is the equivalent of the filing of a lawsuit. Any dispute concerning this arbitration provision or whether a Claim is arbitrable shall be determined by the arbitrator(s), except as set forth at subparagraph (h) of this Dispute Resolution Provision. The arbitrator(s) shall have the power to award legal fees pursuant to the terms of this agreement.
- (f) This paragraph does not limit the right of any party to: (i) exercise self-help remedies, such as but not limited to, setoff; (ii) initiate judicial or non-judicial foreclosure against any real or personal property collateral; (iii) exercise any judicial or power of sale rights, or (iv) act in a court of law to obtain an interim remedy, such as but not limited to, injunctive relief, writ of possession or appointment of a receiver, or additional or supplementary remedies.

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- (g) The filing of a court action is not intended to constitute a waiver of the right of any party, including the suing party, thereafter to require submittal of the Claim to arbitration.
 - (h) Any arbitration or trial by a judge of any Claim will take place on an individual basis without resort to any form of class or representative action (the "Class Action Waiver"). Regardless of anything else in this Dispute Resolution Provision, the validity and effect of the Class Action Waiver may be determined only by a court and not by an arbitrator. The parties to this Agreement acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between the parties and is non-severable from the agreement to arbitrate Claims. If the Class Action Waiver is limited, voided or found unenforceable, then the parties' agreement to arbitrate shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. **The Parties acknowledge and agree that under no circumstances will a class action be arbitrated.**
 - (i) By agreeing to binding arbitration, the parties irrevocably and voluntarily waive any right they may have to a trial by jury in respect of any Claim. Furthermore, without intending in any way to limit this agreement to arbitrate, to the extent any Claim is not arbitrated, the parties irrevocably and voluntarily waive any right they may have to a trial by jury in respect of such Claim. This waiver of jury trial shall remain in effect even if the Class Action Waiver is limited, voided or found unenforceable. **WHETHER THE CLAIM IS DECIDED BY ARBITRATION OR BY TRIAL BY A JUDGE, THE PARTIES AGREE AND UNDERSTAND THAT THE EFFECT OF THIS AGREEMENT IS THAT THEY ARE GIVING UP THE RIGHT TO TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW.**

9.5 Severability; Waivers.

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

9.6 Attorneys' Fees.

The Borrowers shall reimburse the Bank for any reasonable costs and attorneys' fees incurred by the Bank in connection with the enforcement or preservation of any rights or remedies under this Agreement and any other documents executed in connection with this Agreement, and in connection with any amendment, waiver, "workout" or restructuring under this Agreement. In the event of a lawsuit or arbitration proceeding, the prevailing party is entitled to recover costs and reasonable attorneys' fees incurred in connection with the lawsuit or arbitration proceeding, as determined by the court or arbitrator. In the event that any case is commenced by or against the Borrowers under the Bankruptcy Code (Title 11, United States Code) or any similar or successor statute, the Bank is entitled to recover costs and reasonable attorneys' fees incurred by the Bank related to the preservation, protection, or enforcement of any rights of the Bank in such a case. As used in this paragraph, "attorneys' fees" includes the allocated costs of the Bank's in-house counsel.

9.7 Joint and Several Liability. All obligations and liabilities of the Borrowers hereunder shall be joint and several. All references to the Borrowers hereunder shall mean each Borrower, jointly and severally.

9.8 One Agreement.

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

- (a) represent the sum of the understandings and agreements between the Bank and the Borrowers concerning this credit;

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

In the event of any conflict between this Agreement and any other agreements required by this Agreement, this Agreement will prevail. Any reference in any related document to a "premissory note" or a "note" executed by the Borrowers and dated as of the date of this Agreement shall be deemed to refer to this Agreement, as now in effect or as hereafter amended, renewed, or restated.

9.9 Indemnification.

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

9.10 Notices.

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

9.11 Headings.

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

9.12 Counterparts.

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

9.13 Borrower Information; Reporting to Credit Bureaus.

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

9.14 Document Receipt Cut-Off Date.

Unless this Agreement and any documents required by this Agreement have been signed and returned to the Bank on or before the date of this Agreement (the "Document Receipt Cut-Off Date"), the Bank shall have the right to notify the Borrowers in writing that the Bank's commitment to extend credit under this Agreement has expired. If the executed Agreement and accompanying loan documents are received after the Document Receipt Cut-Off Date, the Bank shall have a reasonable period of time after receipt of the executed Agreement and accompanying loan documents to provide such notice.

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

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BANK OF AMERICA, N.A

By John L. Mercuri

Typed Name: John L. Mercuri

Title: Senior Vice President

Address where notices to
the Bank are to be sent:

401 South Tryon Street
Charlotte, North Carolina 28255
(980) 388-1581

COMMITTEE FOR CHARLOTTE 2012, INC.

By _____ (Seal)

Typed Name: Daniel Murrey, M.D.

Title: Executive Director

NEW AMERICAN CITY, INC.

By _____ (Seal)

Typed Name: Daniel Murrey, M.D.

Title: Executive Director

Address where notices to
the Borrowers are to be sent:

400 South Tryon Street, Suite 5D
Charlotte, North Carolina 28202

SA Patriot Act Notice. Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account or obtains a loan. The Bank will ask for the Borrowers' legal names, addresses, tax ID numbers or social security numbers and other identifying information. The Bank may also ask for additional information or documentation or take other actions reasonably necessary to verify the identity of the Borrowers, guarantors or other related persons.

[SIGNATURE PAGE TO LOAN AGREEMENT]

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BANK OF AMERICA, N.A

By _____
Typed Name: John L. Mercuri
Title: Senior Vice President

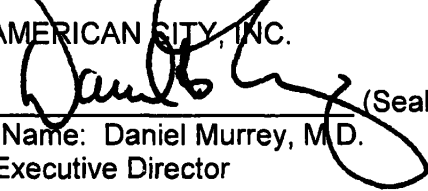
Address where notices to
the Bank are to be sent:

101 South Tryon Street
Charlotte, North Carolina 28255
(980) 388-1581

COMMITTEE FOR CHARLOTTE 2012, INC.

By  (Seal)
Typed Name: Daniel Murrey, M.D.
Title: Executive Director

NEW AMERICAN CITY, INC.

By  (Seal)
Typed Name: Daniel Murrey, M.D.
Title: Executive Director

Address where notices to
the Borrowers are to be sent:

400 South Tryon Street, Suite 5D
Charlotte, North Carolina 28202

USA Patriot Act Notice. Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account or obtains a loan. The Bank will ask for the Borrowers' legal names, addresses, tax ID numbers or social security numbers and other identifying information. The Bank may also ask for additional information or documentation or take other actions reasonably necessary to verify the identity of the Borrowers, guarantors or other related persons.

[SIGNATURE PAGE TO LOAN AGREEMENT]

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Exhibit A

[FORM OF] FUNDING REQUEST

_____, 20__

To: Bank of America, N.A.

Re: Loan Agreement, dated as of October 18, 2011 (the "Loan Agreement"), by and among NEW AMERICAN CITY, INC. and COMMITTEE FOR CHARLOTTE 2012, INC. (each, a "Borrower" and, together, the "Borrowers"), and BANK OF AMERICA, N.A. (the "Bank"). Capitalized terms used but not otherwise defined herein have the meanings provided in the Loan Agreement.

The Borrowers desire that the Bank make a credit extension to the Borrowers in accordance with the applicable terms and conditions of the Loan Agreement on _____, 20__ (the "Credit Date"), to be comprised of the following type(s) of loans:

Letter of Credit	\$ _____
BBA LIBOR Daily Floating Rate Loan	\$ _____
Total Credit Extension:	\$ _____

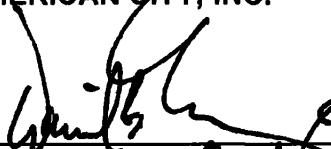
The Borrowers hereby certify that the conditions precedent set forth in the Loan Agreement have been met on and as of the Credit Date.

Each of the undersigned is an Authorized Funding Representative for purposes of the Loan Agreement.

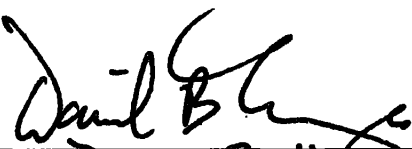
IN WITNESS WHEREOF, the Borrowers have executed this Funding Request as of the date first written above.

BORROWERS:

NEW AMERICAN CITY, INC.

By: 
 Name: DANIEL B. MURRAY
 Title: EXECUTIVE DIRECTOR

COMMITTEE FOR CHARLOTTE 2012, INC.

By: 
 Name: DANIEL B. MURRAY
 Title: EXECUTIVE DIRECTOR

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SCHEDULE C-1 (FEC Form 4)
LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS

Supplementary for
 Information found on
 Page of Schedule C

Federal Election Commission, Washington, D.C. 20463

NAME OF COMMITTEE (In Full) COMMITTEE FOR CHARLOTTE/CHARLOTTE DNC HOST COMMITTEE	2012 OCT 17 PM 12:25 FEC IDENTIFICATION NUMBER C C00493254
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LENDING INSTITUTION (LENDER) Full Name Mechanics & Farmers Bank	Amount of Loan 500,000.00	Interest Rate (APR) Libor + 1.25 %
Mailing Address 2634 Durham-Chapel Hill Blvd.	Date Incurred or Established MM / DD / YYYY 08 / 14 / 2012	Date Due MM / DD / YYYY 2 / 28 / 2013
City Durham	State NC	Zip Code 27707

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

B. If line of credit, Amount of this Draw: 0.00 Total Outstanding Balance: 0.00

C. Are other parties secondarily liable for the debt incurred?
 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?
 No Yes If yes, specify: _____
 What is the value of this collateral?
 0.00
 Does the lender have a perfected security interest in it? No Yes

E. Are any future contributions or future receipts of interest income, pledged as collateral for the loan? No Yes If yes, specify: _____
 What is the estimated value?
 0.00

A depository account must be established pursuant to 11 CFR 100.7(b)(11)(i)(B) and 100.8(b)(12)(i)(B).
 Location of account: _____
 Date account established: _____
 Address: _____
 City, State, Zip: _____

F. If neither of the types of collateral described above was pledged for this loan, or if the amount pledged does not equal or exceed the loan amount, state the basis upon which this loan was made and the basis on which it assures repayment.

Continuing Guaranty Agreement of Duke Energy Corp.

G. COMMITTEE TREASURER Typed Name HARVEY GANTT Signature	DATE MM / DD / YYYY 10 / 04 / 2012
--	--

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 for the at 11 CFR 100.7(b)(11) and 100.8(b)(12) in making this loan.

AUTHORIZED REPRESENTATIVE Typed Name VOUDEE SMITH, JR. Signature	Title Senior Vice President	DATE MM / DD / YYYY 10 / 10 / 12
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LOAN AGREEMENT

This Loan Agreement dated as of August 14, 2012 is between MECHANICS & FARMERS BANK, a North Carolina state-chartered bank. (the "Bank") and NEW AMERICAN CITY, INC. and COMMITTEE FOR CHARLOTTE 2012, INC. (each, a "Borrower" and, together, the "Borrowers").

DEFINITIONS

In addition to the terms which are defined elsewhere in this Agreement, the following terms have the meanings indicated for the purposes of this Agreement:

"Credit Limit" means the amount of FIVE HUNDRED THOUSAND Dollars (\$500,000), and shall be the maximum aggregate amount of outstanding principal borrowings, issued Letters of Credit.

"Letter of Credit" and "Letters of Credit" shall mean, respectively, each and all of the standby letters of credit issued pursuant to this Agreement.

"Letter of Credit Application" shall have the meaning assigned to such term in Section 1.3(j) of this Agreement.

"Letter of Credit Fee" shall have the meaning set forth in Section 1.3(c) of this Agreement.

"Letter of Credit Obligations" shall mean, at any particular time, the aggregate amount of all liabilities of the Borrowers with respect to Letters of Credit, whether or not such liability is contingent, including (without duplication) the sum of (a) the aggregate amount of Letter of Credit Undrawn Availability then outstanding, and (b) the aggregate amount of all unpaid Letter of Credit Reimbursement Obligations.

"Letter of Credit Reimbursement Obligation" with respect to a Letter of Credit means the obligation of the Borrowers to reimburse the Bank for Letter of Credit Unreimbursed Draws, together with interest thereon.

"Letter of Credit Undrawn Availability" with respect to a Letter of Credit at any time shall mean the maximum amount available to be drawn under such Letter of Credit at such time or thereafter, regardless of the existence or satisfaction of any conditions or limitations on drawing.

"Letter of Credit Unreimbursed Draws" with respect to a Letter of Credit at any time shall mean the aggregate amount at such time of all payments made by the Bank under such Letter of Credit, to the extent not repaid by the Borrowers.

"Prime Rate" means that fluctuating annual rate of interest which the Bank from time to time announces as and declares to be its prime rate of interest (the Bank makes loans which accrue interest at rates which are below, at and above the aforesaid prime rate). The Borrowers acknowledge and agree that the Prime Rate is a reference used in determining interest rates on certain loans by the Bank and is not intended to be the best or lowest rate of interest charged on any extension of credit to any customer. If the Bank ever fails to have or declare a prime rate, the term Prime Rate as used herein shall mean the highest prevailing prime rate published for the applicable period by The Wall Street Journal, provided, however, that the rate of interest charged on amounts payable under this Agreement shall in no event exceed applicable legal limits.

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1. LINE OF CREDIT AMOUNT AND TERMS

1.1 Line of Credit Amount.

- (a) During the availability period described below, the Bank will provide a line of credit to the Borrowers. The amount of the line of credit (the "Commitment") is equal to the Credit Limit.
- (b) This is a revolving line of credit. During the availability period, and subject to the provisions of this Agreement, the Borrowers may repay principal amounts and re-borrow them.
- (c) The Borrowers agree not to permit the balance of outstanding principal (including issued Letters of Credit), interest and fees at any time to exceed the Commitment. If the Borrowers exceed this limit, the Borrowers will immediately pay the excess to the Bank upon the Bank's demand.

1.2 Availability Period. The line of credit is available between the date of this Agreement and November 15, 2012, or such earlier date as the availability may terminate as provided in this Agreement.

1.3 Issuance of Standby Letters of Credit.

- (a) General. Subject to the terms and conditions of this Agreement, and relying upon the representations and warranties herein set forth, the Bank shall issue, for the account of the Borrowers, Letters of Credit at any time or from time to time on or after the date hereof and to and including November 15, 2012. The Borrowers shall not request any Letter of Credit to be issued (and the Bank shall not be obligated to issue any Letter of Credit) except within the following limitation: on the date of issuance of any Letter of Credit (and after giving effect to such issuance), the sum of the aggregate Letter of Credit Obligations and the aggregate amount of all outstanding borrowings hereunder (including principal, accrued unpaid interest and fees) shall not exceed the Credit Limit.
- (b) Terms of Letters of Credit. Each Letter of Credit (i) shall have an expiration date no later than December 31, 2012 and (ii) shall be denominated in United States Dollars.

In the event that any Letter of Credit remains outstanding at December 31, 2012, the Borrowers shall provide the Bank with cash collateral equal to the face amount of any and all outstanding Letters of Credit. Subject to the terms and conditions of this Agreement, each Letter of Credit shall be subject to any other reasonable requirements for letters of credit normally and customarily imposed by the Bank.

- (c) Request for Issuance. The Borrowers may from time to time request in writing the Bank to issue a Letter of Credit by:
 - (i) delivering to the Bank a written request to such effect, specifying the date on which such Letter of Credit is proposed to be issued, the expiration date thereof, and the stated amount thereof, and
 - (ii) delivering to the Bank an application, in such form as may from time to time be approved by the Bank (the "Letter of Credit Application"), completed to the satisfaction of the Bank, together with such other certificates, documents and other papers and information as the Bank may request.

If all conditions precedent to the issuance of a Letter of Credit are fulfilled, the Bank shall, promptly following the fulfillment of such conditions, deliver the original of such Letter of Credit to the beneficiary thereof or as the Borrowers shall otherwise direct.

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(c) Request for Extension or Increase. The Borrowers may from time to time request the Bank to extend the expiration date of an outstanding Letter of Credit or increase the Letter of Credit Undrawn Availability of such Letter of Credit. Such extension or increase shall for all purposes hereunder be treated as though the Borrowers had requested issuance of a replacement Letter of Credit (except only that the Bank may, if it elects, issue a notice of extension or increase in lieu of issuing a new Letter of Credit in substitution for the outstanding Letter of Credit).

(d) Borrowers' Reimbursement Obligation. The Borrowers hereby agree to reimburse the Bank, by making payment to the Bank on the date and in the amount of each payment made by the Bank under any Letter of Credit, upon notice (which may be by telecopy, with telephone confirmation of receipt) by the Bank to the Borrowers of such payment, without further notice, protest or demand, all of which are hereby waived, and an action therefor shall thereupon immediately accrue. To the extent such payment is not timely made, the Borrowers hereby agree to pay to the Bank interest on any Letter of Credit Unreimbursed Draws for each day from and including the date of such payment by the Bank until reimbursed in full at the interest rate described in Section 1.6; provided, however, that such Letter of Credit Unreimbursed Draws shall be treated as principal drawings hereunder for all purposes.

(e) Obligations Absolute.

The payment obligations of the Borrowers under Section 1.3(f) shall be unconditional and irrevocable and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including, without limitation, the following circumstances:

(i) any lack of validity or enforceability of this Agreement, any Letter of Credit or any other related document;

(ii) the existence of any claim, set-off, defense or other right which any Borrower or any other person may have at any time against any beneficiary or transferee of any Letter of Credit (or any persons for whom any such beneficiary or transferee may be acting), the Bank, or any other person, whether in connection with this Agreement, the transactions contemplated hereby or any unrelated transaction;

(iii) any draft, certificate, statement or other document presented under any Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; or

(iv) payment by the Bank under any Letter of Credit against presentation of a draft or certificate which does not comply with the terms of such Letter of Credit, or payment by the Bank under the Letter of Credit in any other circumstances in which conditions to payment are not met, except any such payment resulting solely from the gross negligence or willful misconduct of the Bank.

(f) The Borrowers bear the risk of, and neither the Bank nor any of its directors, officers, employees or agents shall be liable or responsible for any of, the foregoing matters, the use which may be made of any Letter of Credit, or acts or omissions of the beneficiary or any transferee in connection therewith.

(g) The Borrowers hereby agree, from time to time, to do and perform any and all acts and to execute any and all further instruments reasonably requested by the Bank more fully to effect the purposes of this Agreement and the issuance of the Letters of Credit hereunder.

(h) Letter of Credit Applications.

The representations, warranties and covenants by the Borrowers under, and rights and remedies of the Bank under, any Letter of Credit Application relating to any Letter of Credit are in addition to, and not in limitation or derogation of, representations, warranties and covenants by the Borrowers under, and rights and remedies of the Bank under, this Agreement, the related loan documents, and applicable law. In the event of any inconsistency between the terms of this Agreement and any Letter of Credit Application, this Agreement shall prevail.

1.4 Conditions to Availability of Credit. In addition to the items required to be delivered to the Bank under the paragraph entitled "Financial Information" in the "Covenants" section of this Agreement, the Borrowers will provide a written funding request in the form attached as Exhibit A hereto for each requested extension of credit, including a certificate to the effect that such extension of credit (be it in the form of a principal borrowing or the issuance of a Letter of Credit) is required to finance the Borrowers' obligations under that certain "Agreement: 2012 Democratic National Convention," dated March 9, 2011, by and among the City of Charlotte, Charlotte DNC Host Committee, Inc., Committee for Charlotte 2012 and 2012 Democratic National Convention Committee, Inc. (the "Convention Agreement"). Only the following individuals shall be authorized to request Letters of Credit or loan funding on behalf of the Borrowers under this Agreement: Daniel Murrey, M.D., Executive Director; and any authorized officer of a Borrower subsequently designated to the Bank by the Borrowers in writing (with a copy of any such writing to be simultaneously provided by the Borrowers to the Guarantor) (each, an "Authorized Funding Representative").

1.5 Repayment Terms.

- (a) The Borrowers will make quarterly interest only payments with all outstanding principal and accrued unpaid interest due on February 28, 2012 (the "Maturity Date").
- (b) The Borrowers will repay in full any remaining principal, interest or other charges outstanding under this facility no later than February 28, 2013 (the "Maturity Date").

1.6 Interest Rate.

- (a) The interest rate is a rate per year equal to 30-day LIBOR plus 1.25% per annum..
- (b) The 30 day LIBOR Rate is a rate of interest equal to the rate per annum equal to the British Bankers Association LIBOR Rate ("BBA LIBOR"), as published by the *Wall Street Journal* (or other commercially available source providing quotations of BBA LIBOR as selected by the Bank from time to time) as determined for each banking day at approximately 11:00 a.m. London time two (2) London Banking Days prior to the date in question, for U.S. Dollar deposits (for delivery on the first day of such interest period) with a one month term, as adjusted from time to time in the Bank's sole discretion for reserve requirements, deposit insurance assessment rates and other regulatory costs. If such rate is not available at such time for any reason, then the rate for that interest period will be determined by such alternate method as reasonably selected by the Bank. A "London Banking Day" is a day on which banks in London are open for business and dealing in offshore dollars.

2. FEES AND EXPENSES.

2.1 Fees.

- (a) Unused Commitment Fee. The Borrowers have agreed to pay an unused commitment fee on any difference between the Credit Limit and the aggregate amount of outstanding principal borrowings drawn and Letters of Credit issued under the line of credit, determined by reference

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to the daily amount of credit extended during the specified period. The fee is 17.5 basis points per annum and is payable in installments on September 30, 2012 and November 15, 2012.

- (b) Waiver Fee. If the Bank, at its discretion, agrees to waive or amend any terms of this Agreement, the Borrowers will, at the Bank's option, pay the Bank a fee for each waiver or amendment in an amount advised by the Bank at the time the Borrowers request the waiver or amendment. Nothing in this paragraph shall imply that the Bank is obligated to agree to any waiver or amendment requested by the Borrowers. The Bank may impose additional requirements as a condition to any waiver or amendment.
- (c) Late Fee. To the extent permitted by law, the Borrowers agree to pay a late fee in an amount not to exceed four percent (4%) of any payment that is more than fifteen (15) days late. The imposition and payment of a late fee shall not constitute a waiver of the Bank's rights with respect to the default.

2.2 Expenses. The Borrowers agree to immediately repay the Bank for expenses that include, but are not limited to, search fees and documentation fees.

2.3 Reimbursement Costs.

- (a) The Borrowers agree to reimburse the Bank for any expenses it incurs in the preparation of this Agreement and any agreement or instrument required by this Agreement. Expenses include, but are not limited to, reasonable attorneys' fees, including any allocated costs of the Bank's in-house counsel to the extent permitted by applicable law.
- (b) The Borrowers agree to reimburse the Bank for the cost of periodic field examinations of the Borrowers' books, records and collateral, and appraisal of the collateral, at such intervals as the Bank may reasonably require. The actions described in this paragraph may be performed by employees of the Bank or by independent appraisers.

3. COLLATERAL

3.1 Guaranty. The Borrowers' obligations to the Bank under this Agreement will be secured by that certain Continuing Guaranty Agreement, dated the date hereof (the "Guaranty"), between Duke Energy Corporation (the "Guarantor") and the Bank.

4. DISBURSEMENTS, PAYMENTS AND COSTS

4.1 Disbursements and Payments.

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

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- (c) For any payment under this Agreement made by debit to a deposit account, the Borrowers will maintain sufficient immediately available funds in the deposit account to cover each debit. If there are insufficient immediately available funds in the deposit account on the date the Bank enters any such debit authorized by this Agreement, the Bank may reverse the debit.
 - (d) Each disbursement by the Bank and each payment by the Borrowers will be evidenced by records kept by the Bank. In addition, the Bank may, at its discretion, require the Borrowers to sign one or more promissory notes. This Loan Agreement shall constitute a promissory note of the Borrowers evidencing their payment and other obligations to the Bank under the line of credit, the Letters of Credit issued thereunder and this Agreement.
 - (e) Prior to the date each payment of principal and interest and any fees from the Borrowers becomes due (the "Due Date"), the Bank will mail to the Borrowers a statement of the amounts that will be due on that Due Date (the "Billed Amount"). The calculations in the bill will be made on the assumption that no new extensions of credit or payments will be made between the date of the billing statement and the Due Date, and that there will be no changes in the applicable interest rate. If the Billed Amount differs from the actual amount due on the Due Date (the "Accrued Amount"), the discrepancy will be treated as follows:
 - (i) If the Billed Amount is less than the Accrued Amount, the Billed Amount for the following Due Date will be increased by the amount of the discrepancy. The Borrowers will not be in default by reason of any such discrepancy.
 - (ii) If the Billed Amount is more than the Accrued Amount, the Billed Amount for the following Due Date will be decreased by the amount of the discrepancy.

Regardless of any such discrepancy, interest will continue to accrue based on the actual amount of principal outstanding without compounding. The Bank will not pay the Borrowers interest on any overpayment.

4.2 Telephone and Telefax Authorization.

- (a) The Bank will honor telefax instructions for advances or repayments given, or purported to be given, by any one of the Authorized Individuals, except that no advance will be made under the line of credit unless the instructions are accompanied by a certificate as described in Section 1.4 above.
- (b) Advances will be deposited in and repayments will be withdrawn from the Designated Account (defined in Section 4.3), or such other of the Borrowers' accounts with the Bank as designated in writing by the Borrowers.
- (c) The Borrowers will indemnify and hold the Bank harmless from all liability, loss, and costs in connection with any act resulting from telephone or telefax instructions the Bank reasonably believes are made by any Authorized Individual. This paragraph will survive this Agreement's termination, and will benefit the Bank and its officers, employees, and agents.

4.3 Direct Debit. The Borrowers agree that on the Due Date the Bank will debit the Billed Amount from deposit account owned by the Borrowers, or such other of the Borrowers' accounts with the Bank as designated in writing by the Borrowers (the "Designated Account").

4.4 Banking Days. Unless otherwise provided in this Agreement, a banking day is a day other than a Saturday, Sunday or other day on which commercial banks are authorized to close, or are in fact closed, in the state where the Bank's lending office is located, and, if such day relates to amounts

bearing interest at an offshore rate (if any), means any such day on which dealings in dollar deposits are conducted among banks in the offshore dollar interbank market. All payments and disbursements which would be due on a day which is not a banking day will be due on the next banking day. All payments received on a day which is not a banking day will be applied to the credit on the next banking day.

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

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

4.7 Overdrafts. At the Bank's sole option in each instance, the Bank may do one of the following:

(a) The Bank may make advances under this Agreement to prevent or cover an overdraft on any account of any Borrower with the Bank. Each such advance will accrue interest from the date of the advance or the date on which the account is overdrawn, whichever occurs first, at the interest rate described in this Agreement. The Bank may make such advances even if the advances may cause any credit limit under this Agreement to be exceeded.

(b) The Bank may reduce the amount of credit otherwise available under this Agreement by the amount of any overdraft on any account of any Borrower with the Bank.

This paragraph shall not be deemed to authorize the Borrowers to create overdrafts on any of the Borrowers' accounts with the Bank.

5. CONDITIONS

Before the Bank is required to extend any credit to the Borrowers under this Agreement, it must receive any documents and other items it may reasonably require, in form and content acceptable to the Bank, including, but not necessarily limited to, any items specifically listed below.

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

5.2 Governing Documents. If required by the Bank, copies of the Borrowers' and the Guarantor's organizational documents.

5.3 Guaranty. An original executed copy of the Guaranty.

5.4 Reserved.

5.5 Reserved.

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

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5.7 Good Standing. Certificates of good standing for the Borrowers and the Guarantor from their states of formation and from any other state in which any Borrower is required to qualify to conduct its business.

5.8 Legal Opinion. Written opinions from the Borrowers' and the Guarantor's respective legal counsel, covering such matters as the Bank may require. The legal counsel and the terms of the opinions must be acceptable to the Bank.

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

5.10 Other Required Documentation.

- (a) Certified copies of the Borrowers' Articles of Incorporation, by-laws and resolution(s) authorizing the execution, delivery and performance of this Agreement and the other documents relating to the transactions contemplated hereby.
- (b) Copies of the Borrowers' most recent budgets and financial statements.
- (c) Tax, litigation and judgment lien and Uniform Commercial Code Financing Statement searches in date, form and substance satisfactory to the Bank.

5.11 Ongoing Reporting Requirements. In addition, the Borrowers shall provide the Bank:

- (a) Before each extension of credit, a written funding request and certificate as described in Section 1.4 above.
- (b) Financial reports (including a balance sheet and a revenue and expense report) in such form as the Bank may require (it being acknowledged that, until further notice from the Bank, the form of monthly financial reports previously provided to the Bank shall be acceptable) for each monthly period ending on the last calendar day of a month, delivered to the Bank on or prior to the 15th day of the succeeding month.
- (c) At least 30 days prior to each of their fiscal years, the Borrowers' annual budgets for their upcoming fiscal years.
- (d) Promptly following filing, copies of all of the Borrowers' filings with the Federal Election Commission (i.e. any amendments to Statement of Organization, Post-Convention Report, Post-Convention Quarterly Reports, etc.).
- (e) Promptly following filing, copies of all of the Borrowers' filings with the Internal Revenue Service including, but not limited to, annual tax returns on Form 990.
- (f) Monthly financial reports including the balance sheet and income statement from the Borrowers, in such form as the Bank may require.
- (g) Such other items as the Bank may reasonably request, including, but not limited to, prompt written notice of any lawsuits filed or judgments or awards entered against either Borrower.

6. REPRESENTATIONS AND WARRANTIES

When the Borrowers sign this Agreement, and until the Bank is repaid in full, the Borrowers make the following representations and warranties. Each request for an extension of credit constitutes a renewal of these representations and warranties as of the date of the request:

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- 6.1 **Formation.** If the Borrowers are anything other than natural persons, they are duly formed, existing and in good standing under the laws of the state or other jurisdiction where organized.
- 6.2 **Authorization.** This Agreement, and any instrument or agreement required hereunder, are within the Borrowers' powers, have been duly authorized, and do not conflict with any of their organizational papers.
- 6.3 **Enforceable Agreement.** This Agreement is a legal, valid and binding agreement of each Borrower, enforceable against each Borrower in accordance with its terms, and any instrument or agreement required hereunder, when executed and delivered, will be similarly legal, valid, binding and enforceable.
- 6.4 **Good Standing.** In each state in which the Borrowers do business, they are properly licensed, in good standing, and, where required, in compliance with fictitious name statutes.
- 6.5 **No Conflicts.** This Agreement does not conflict with any law, agreement, or obligation by which any Borrower is bound.
- 6.6 **Financial Information.** All financial and other information that has been or will be supplied to the Bank is sufficiently complete to give the Bank accurate knowledge of the Borrowers' (or any guarantor's) financial condition, including all material contingent liabilities. Since the date of the most recent financial statement provided to the Bank, there has been no material adverse change in the business condition (financial or otherwise), operations, properties or prospects of any Borrower (or any guarantor).
- 6.7 **Lawsuits.** There is no lawsuit, tax claim or other dispute pending or threatened against any Borrower which, if lost, would impair any Borrower's financial condition or ability to repay the loan, except as have been disclosed in writing to the Bank.
- 6.8 **Reserved.**
- 6.9 **Reserved.**
- 6.10 **Permits, Franchises.** The Borrowers possess all permits, memberships, franchises, contracts and licenses required and all trademark rights, trade name rights, patent rights, copyrights, and fictitious name rights necessary to enable them to conduct the businesses in which they are now engaged.
- 6.11 **Other Obligations.** No Borrower is in default on any obligation for borrowed money, any purchase money obligation or any other material lease, commitment, contract, instrument or obligation, except as have been disclosed in writing to the Bank.
- 6.12 **Tax Matters.** The Borrowers have no knowledge of any pending assessments or adjustments of their respective income tax for any year and all taxes due have been paid, except as have been disclosed in writing to the Bank.
- 6.13 **No Event of Default.** There is no event which is, or with notice or lapse of time or both would be, a default under this Agreement.

6.14 Insurance. The Borrowers have obtained, and maintained in effect, the insurance coverage required in the "Covenants" section of this Agreement.

7. COVENANTS

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

7.1 Use of Proceeds. To use the proceeds only for lawful costs and expenses required under the Convention Agreement.

7.2 Financial Information. To provide the financial information and statements required by Sections 5.1 through 5.11 above in form and content acceptable to the Bank, and such additional information as requested by the Bank from time to time. The Bank reserves the right, upon written notice to the Borrowers, to require the Borrowers to deliver financial information and statements to the Bank more frequently than otherwise provided above, and to use such additional information and statements to measure any applicable financial covenants in this Agreement.

7.3 Reserved.

7.4 Bank as Principal Depository. To maintain the Bank as a depository bank of each Borrower.

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

- (a) Acquiring goods, services, supplies, or merchandise on normal trade credit.
- (b) Endorsing negotiable instruments received in the usual course of business.
- (c) Obtaining surety bonds in the usual course of business.
- (d) Liabilities, lines of credit and leases in existence on the date of this Agreement disclosed in writing to the Bank (including the existing \$9,500,000 unsecured debt to Bank of America, N.A.).
- (e) Up to \$250,000 in aggregate additional unsecured bank debt.

7.6 Other Liens /Negative Pledge. Not to create, assume, or allow any security interest or lien (including judicial liens) on any property of any Borrower now or later own, except:

- (a) Liens and security interests in favor of the Bank.
- (b) Liens for taxes not yet due.
- (c) Liens outstanding on the date of this Agreement disclosed in writing to the Bank.
- (d) Purchase money security interests in purchased assets, subject to Section 7.5 above.

7.7 Maintenance of Assets. Not to sell, assign, lease, transfer or otherwise dispose of any part of any Borrower's businesses or any Borrower's assets except in the ordinary course of the Borrowers' businesses.

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

- (a) Existing investments disclosed to the Bank in writing.
- (b) Investments in any of the following:
 - (i) certificates of deposit;
 - (ii) U.S. treasury bills and other obligations of the federal government;
 - (iii) readily marketable securities (including commercial paper, but excluding restricted stock and stock subject to the provisions of Rule 144 of the Securities and Exchange Commission).

7.9 Loans. Not to make any loans, advances or other extensions of credit to any individual or entity, except for:

- (a) Existing extensions of credit disclosed to the Bank in writing.
- (b) Extensions of credit in the nature of accounts receivable or notes receivable arising from the sale or lease of goods or services in the ordinary course of business to non-affiliated entities.

7.10 Additional Negative Covenants. Not to, without the Bank's written consent:

- (a) Enter into any consolidation, merger, or other combination, or become a partner in a partnership, a member of a joint venture, or a member of a limited liability company.
- (b) Acquire or purchase a business or its assets.
- (c) Engage in any business activities substantially different from the Borrowers' present businesses.
- (d) Liquidate or dissolve any Borrower's businesses.

7.11 Notices to Bank. To promptly notify the Bank in writing of:

- (a) Any lawsuit over TEN THOUSAND Dollars (\$10,000.00) against any Borrower.
- (b) Any substantial dispute between any governmental authority and any Borrower.
- (c) Any event of default under this Agreement, or any event which, with notice or lapse of time or both, would constitute an event of default.
- (d) Any material adverse change in any Borrower's condition (financial or otherwise), operations, properties or prospects, or ability to repay the credit.
- (e) Any change in any Borrower's legal structure, place of business, or chief executive office if any Borrower has more than one place of business.
- (f) Any actual contingent liabilities of any Borrower, and any such contingent liabilities which are reasonably foreseeable, where such liabilities are in excess of TEN THOUSAND Dollars (\$10,000.00) in the aggregate.

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- 7.12. General Business Insurance. To maintain insurance satisfactory to the Bank as to amount, nature and carrier covering property damage (including loss of use and occupancy) to any of the Borrowers' properties, public liability insurance including coverage for contractual liability and workers' compensation, and any other insurance which is usual for the Borrowers' businesses. Each policy shall provide for at least thirty (30) days prior notice to the Bank of any cancellation thereof.
- 7.13 Compliance with Laws. To comply with the laws (including any fictitious or trade name statute), regulations, and orders of any government body with authority over the Borrowers' businesses. The Bank shall have no obligation to make any advance to the Borrowers except in compliance with all applicable laws and regulations, and the Borrowers shall fully cooperate with the Bank in complying with all such applicable laws and regulations.
- 7.14 ERISA Plans. Promptly during each year, to pay and cause any subsidiaries to pay contributions adequate to meet at least the minimum funding standards under ERISA with respect to each and every Plan; file each annual report required to be filed pursuant to ERISA in connection with each Plan for each year; and certify the Bank within ten (10) days of the occurrence of any Reportable Event that might constitute grounds for termination of any capital Plan by the Pension Benefit Guaranty Corporation or for the appointment by the appropriate United States District Court of a trustee to administer any Plan. "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time. Capitalized terms in this paragraph shall have the meanings defined within ERISA.
- 7.15 Books and Records. To maintain adequate books and records.
- 7.16 Audits. To allow the Bank and its agents to inspect the Borrowers' properties and examine, audit, and make copies of books and records at any reasonable time. If any of the Borrowers' properties, books or records is in the possession of a third party, the Borrowers authorize that third party to permit the Bank or its agents to have access to perform inspections or audits and to respond to the Bank's requests for information concerning such properties, books and records.
- 7.17 Reserved.
- 7.18 Cooperation. To take any action reasonably requested by the Bank to carry out the intent of this Agreement.
- 7.19 Compliance with FEC Requirements. To comply with any Federal Election Commission reporting and disclosure obligations arising from establishing and drawing against the credit facility provided hereby.

8 DEFAULT AND REMEDIES

If any of the following events of default occurs, the Bank may do one or more of the following: declare the Borrowers in default, stop making any additional credit available to the Borrowers, and require the Borrowers to repay their entire debt immediately and without prior notice. If an event which, with notice or the passage of time, will constitute an event of default has occurred and is continuing, the Bank has no obligation to make advances or extend additional credit under this Agreement. In addition, if any event of default occurs, the Bank shall have all rights, powers and remedies available under any instruments and agreements required by or executed in connection with this Agreement, as well as all rights and remedies available at law or in equity. If an event of default occurs under the paragraph entitled "Bankruptcy," below, with respect to any Borrower, then the entire debt outstanding under this Agreement will automatically be due immediately.

- 8.1 Failure to Pay. The Borrowers fail to make a payment under this Agreement within thirty (30) days of the date when due.

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- 8.2 **Other Bank Agreements.** Any default occurs under any other agreement or any credit arrangement any Borrower or any Borrower's related entities or affiliates has with the Bank or any affiliate of the Bank.
- 8.3 **Cross-default.** Any default occurs under any agreement in connection with any credit any Borrower or any Borrower's related entities or affiliates has obtained from anyone else or which any Borrower or any Borrower's related entities or affiliates has guaranteed.
- 8.4 **False Information.** Any Borrower has given the Bank false or misleading information or representations.
- 8.5 **Bankruptcy.** Any Borrower files one or more bankruptcy petitions, a bankruptcy petition is filed against any of the foregoing parties, or any Borrower makes a general assignment for the benefit of creditors.
- 8.6 **Receivers.** A receiver or similar official is appointed for a substantial portion of any Borrower's business, or any Borrower's business is terminated.
- 8.7 **Reserved.**
- 8.8 **Reserved.**
- 8.9 **Judgments.** Any judgments or arbitration awards are entered against any Borrower in an aggregate amount of TEN THOUSAND Dollars (\$10,000) or more in excess of any insurance coverage, and such judgment(s) or award(s) is/are not paid or bonded off to the satisfaction of the Bank within forty-five (45) days of entry.
- 8.10 **Material Adverse Change.** A material adverse change occurs, or is reasonably likely to occur, in any Borrower's business condition (financial or otherwise), operations, properties or prospects, or ability to repay the credit; or the Bank determines that it is insecure for any other reason.
- 8.11 **Government Action.** Any government authority takes action that the Bank believes materially adversely affects any Borrower's financial condition or ability to repay.
- 8.12 **Default under Related Documents.** Any default occurs under the Guaranty or any other guaranty, subordination agreement, security agreement, deed of trust, mortgage, or other document required by or delivered in connection with this Agreement or any such document is no longer in effect, or the Guarantor purports to revoke or disavow the Guaranty.
- 8.13 **Reserved.**
- 8.14 **ERISA Plans.** Any one or more of the following events occurs with respect to a Plan of any Borrower subject to Title IV of ERISA, provided such event or events could reasonably be expected, in the judgment of the Bank, to subject any Borrower to any tax, penalty or liability (or any combination of the foregoing) which, in the aggregate, could have a material adverse effect on the financial condition of any Borrower:
 - (a) A reportable event shall occur under Section 4043(c) of ERISA with respect to a Plan.
 - (b) Any Plan termination (or commencement of proceedings to terminate a Plan) or the full or partial withdrawal from a Plan by any Borrower or any ERISA Affiliate.
- 8.15 **Other Breach Under Agreement.** A default occurs under any other term or condition of this Agreement not specifically referred to in this Article. This includes any failure or anticipated failure by any Borrower

(or any other party named in the Covenants section) to comply with any financial covenants set forth in this Agreement, which includes the delivery of said financial information as required in Section 5.11, whether such failure is evidenced by financial statements delivered to the Bank or is otherwise known to any Borrower or the Bank.

9. ENFORCING THIS AGREEMENT: MISCELLANEOUS

9.1 GAAP.

Except as otherwise stated in this Agreement, all financial information provided to the Bank and all financial covenants will be made in accordance with accounting principles applied consistently with those applied in the preparation of the Borrowers' financial statements previously delivered to the Bank.

9.2 Governing Law.

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

9.3 Successors and Assigns.

This Agreement is binding on any Borrower's and the Bank's successors and assignees. Each party hereto agrees that it may not assign this Agreement without the other party's and Guarantor's prior written consent. Notwithstanding the foregoing, the Bank may sell participations in this loan, and may exchange information about the Borrowers (including, without limitation, any information regarding any hazardous substances) with actual or potential participants. If a participation is sold, the purchaser will have the right of set-off against each Borrower.

9.4 Dispute Resolution Provision.

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

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

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provision of this arbitration clause, the Bank may designate another arbitration organization with similar procedures to serve as the provider of arbitration.

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

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9.5 Severability; Waivers.

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

9.6 Attorneys' Fees.

The Borrowers shall reimburse the Bank for any reasonable costs and attorneys' fees incurred by the Bank in connection with the enforcement or preservation of any rights or remedies under this Agreement and any other documents executed in connection with this Agreement, and in connection with any amendment, waiver, "workout" or restructuring under this Agreement. In the event of a lawsuit or arbitration proceeding, the prevailing party is entitled to recover costs and reasonable attorneys' fees incurred in connection with the lawsuit or arbitration proceeding, as determined by the court or arbitrator. In the event that any case is commenced by or against the Borrowers under the Bankruptcy Code (Title 11, United States Code) or any similar or successor statute, the Bank is entitled to recover costs and reasonable attorneys' fees incurred by the Bank related to the preservation, protection, or enforcement of any rights of the Bank in such a case. As used in this paragraph, "attorneys' fees" includes the allocated costs of the Bank's in-house counsel.

9.7 Joint and Several Liability. All obligations and liabilities of the Borrowers hereunder shall be joint and several. All references to the Borrowers hereunder shall mean each Borrower, jointly and severally.

9.8 One Agreement.

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

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

In the event of any conflict between this Agreement and any other agreements required by this Agreement, this Agreement will prevail.

9.9 Indemnification.

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

9.10 Notices.

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

9.11 Headings.

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

9.12 Counterparts.

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

9.13 Borrower Information; Reporting to Credit Bureaus.

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

9.14 Document Receipt Cut-Off Date.

Unless this Agreement and any documents required by this Agreement have been signed and returned to the Bank on or before the date of this Agreement (the "Document Receipt Cut-Off Date"), the Bank shall have the right to notify the Borrowers in writing that the Bank's commitment to extend credit under this Agreement has expired. If the executed Agreement and accompanying loan documents are received after the Document Receipt Cut-Off Date, the Bank shall have a reasonable period of time after receipt of the executed Agreement and accompanying loan documents to provide such notice.

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

[Signature Page Follows]

MECHANICS AND FARMERS BANK

By _____
Typed Name: Tanya Dial-Bethune
Title: Vice President

Address where notices to
the Bank are to be sent:

Mechanics and Farmers Bank
2634 Durham-Chapel Hill Blvd.
Durham, North Carolina 27707
Attn: _____

COMMITTEE FOR CHARLOTTE 2012, INC.

By  (Seal)
Typed Name: Daniel Murrey, M.D.
Title: Executive Director

NEW AMERICAN CITY, INC.

By  (Seal)
Typed Name: Daniel Murrey, M.D.
Title: Executive Director

Address where notices to
the Borrowers are to be sent:

400 South Tryon Street, Suite 5D
Charlotte, North Carolina 28202

USA Patriot Act Notice. Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account or obtains a loan. The Bank will ask for the Borrowers' legal names, addresses, tax ID numbers or social security numbers and other identifying information. The Bank may also ask for additional information or documentation or take other actions reasonably necessary to verify the identity of the Borrowers, guarantors or other related persons.

[SIGNATURE PAGE TO LOAN AGREEMENT]

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Exhibit A

[FORM OF] FUNDING REQUEST

_____, 2012

To: Mechanics and Farmers Bank

Re: Loan Agreement, dated as of February __, 2012 (the "**Loan Agreement**"), by and among NEW AMERICAN CITY, INC. and COMMITTEE FOR CHARLOTTE 2012, INC. (each, a "**Borrower**" and, together, the "**Borrowers**"), and MECHANICS AND FARMERS BANK. (the "**Bank**"). Capitalized terms used but not otherwise defined herein have the meanings provided in the Loan Agreement.

The Borrowers desire that the Bank make a credit extension to the Borrowers in accordance with the applicable terms and conditions of the Loan Agreement on August 14, 2012 (the "**Credit Date**"), to be comprised of the following type(s) of loans:

Letter of Credit	\$ _____
BBA LIBOR Daily Floating Rate Loan	\$ _____
Total Credit Extension:	\$ _____

The Borrowers hereby certify that the conditions precedent set forth in the Loan Agreement have been met on and as of the Credit Date.

Each of the undersigned is an Authorized Funding Representative for purposes of the Loan Agreement.

IN WITNESS WHEREOF, the Borrowers have executed this Funding Request as of the date first written above.

BORROWERS: NEW AMERICAN CITY, INC.

By: _____
Name: _____
Title: _____

COMMITTEE FOR CHARLOTTE 2012, INC.

By: _____
Name: _____
Title: _____

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Federal Election Commission
ENVELOPE REPLACEMENT PAGE FOR INCOMING DOCUMENTS
The FEC added this page to the end of this filing to indicate how it was received.

Hand Delivered Date of Receipt
10/17/12

USPS First Class Mail Postmarked

USPS Registered/Certified Postmarked (R/C)

USPS Priority Mail Postmarked
Delivery Confirmation™ or Signature Confirmation™ Label

USPS Express Mail Postmarked

Postmark Illegible

No Postmark

Overnight Delivery Service (Specify): Shipping Date
Next Business Day Delivery

Received from House Records & Registration Office Date of Receipt

Received from Senate Public Records Office Date of Receipt

Received from Electronic Filing Office Date of Receipt

Other (Specify): Date of Receipt or Postmarked


PREPARER

10/17/12
DATE PREPARED

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