READY FOR Hillary ★2016★

P.O. Box 7705 ★ McLean, VA 22106 ★ www.ReadyforHillary.com

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December 4, 2014

Mr. Quy Vuong
Reports Analysis Division
Federal Election Commission
999 E Street NW
Washington, DC 20463

Re: C#00540997

Dear Mr. Vuong:

Attached please find a signed copy of the loan that we reported on our Post General 2014 Report, covering the period of October 1, 2014 through November 24, 2014. I have also put a copy in the mail to you. Should you have any questions, please contact me at (517) 256-5424.

Thank you,

Amy Gray
Compliance Director
Ready for Hillary

Paid for by Ready For Hillary PAC | www.readyforhillary.com | Not Authorized by any Candidate or Candidate's Committee.

October 3, 2014

Ready for Hillary PAC
1611 N. Kent Street, Suite 500
Arlington, VA 22209
Attention: Adam Parkhomenko, Executive Director

Re: Secured Credit Facility of $1,000,000

Ladies and Gentlemen:

You have requested that Amalgamated Bank (the "Bank") provide to Ready for Hillary PAC (the "Borrower"), an unincorporated association which is registered as a political committee with the United States Federal Election Commission, a credit facility consisting of a $1,000,000 secured term loan (the "Credit Facility"), the proceeds of which would be used for working capital purposes related to the Borrower's fall 2014 direct mailing activities.

The Bank is pleased to advise you that it is willing to provide the Credit Facility subject to the terms and conditions set forth herein and in the other Loan Documents (as defined herein).

This letter agreement (as it may be amended, modified or supplemented from time to time, this "Letter Agreement") is the "Letter Agreement" that may be referred to in the Loan Documents and, notwithstanding anything herein or in any of the other Loan Documents to the contrary, each of the other Loan Documents is subject to the terms and conditions of this Letter Agreement. In the event of any conflict between the terms and conditions of any other Loan Document and the terms of this Letter Agreement, the terms and conditions of this Letter Agreement shall control.

Capitalized terms used and not defined in this Letter Agreement shall have the meanings given such terms on Schedule A attached hereto and made a part hereof.

1. Credit Facility. Subject to the terms and conditions hereof, upon execution and delivery of this Letter Agreement and the other Loan Documents, the Bank will provide the Credit Facility which shall be repaid as set forth in the Note (as defined below).

2. Conditions Precedent as of the Date Hereof. The making of the Credit Facility is subject to the satisfaction or waiver of the following conditions precedent as of the date hereof (the "Closing Date"):

(a) Loan Documents. The Bank shall have received from the Borrower a complete and duly executed and delivered original of each of the following, each in form and substance satisfactory to Bank (collectively, the "Loan Documents"):

(i) This Letter Agreement;

(ii) Term Promissory Note dated as of the date hereof from Borrower to Bank in the maximum principal amount of $1,000,000 (the "Note");

(iii) Continuing Security Agreement dated as of the date hereof between the Borrower and the Bank (the "Security Agreement");

(iv) Covenant Agreement dated as of the date hereof between the Borrower and the Bank (the "Covenant Agreement");

(v) Deposit Account Pledge Agreement dated as of the date hereof from the Borrower (the "Deposit Account Pledge Agreement");

(vi) Certificate of Resolutions dated as of the date hereof from the Borrower (the "Certificate of Resolutions"); and

(vii) UCC -1 Financing Statements ("UCC's").

(b) Organization Documents/Financial and Revenue Information. The Bank shall have received the following and such documents shall be shall be in a form and substance acceptable to the Bank:

(i) a copy of the Statement of Organization filed by Borrower with the United States Federal Election Commission ("FEC"), and other applicable filings by the Borrower with the FEC each as amended, and, to the extent applicable, certified as of a recent date by the appropriate governmental official;

(ii) Borrower's pro forma financial statements and projections for 2013, 2014, and 2015 to the satisfaction of the Bank;

(iii)Documentation evidencing Borrower's income sources such as pledge agreements, check-off contribution documentation, other contributions, revenues and other sources of income of the Borrower;

(iv)Estimate of Revenues Certificate (substantially in accordance with the form provided by the Bank); and

(v) such other documents as the Bank may reasonably request.

(c) Closing Fee and Professional Fees. Borrower shall have paid (i) a closing fee in the amount of $10,000.000 to the Bank (the "Closing Fee") and (ii) the Bank's fees, costs and expenses including, without limitation, the fees and expenses of the Bank's attorneys, accountants, financial advisors and other professionals engaged with respect to this Credit

Facility including, without limitation, costs incurred to review or audit the Borrower's books and records and financial statements.

(d) Diligence. The Bank shall have completed its due diligence.

(e) Lien Searches; UCC Financing Statements. The Bank shall have received the following:

(i) the results of a recent search of all effective UCC financing statements (or equivalent filings) made with respect to any personal or mixed property of the Borrower in the Commonwealth of Virginia, together with copies of all such filings disclosed by such search, together with UCC termination statements (or similar documents) for filing in all applicable jurisdictions as may be necessary to terminate any effective UCC financing statements (or equivalent filings) disclosed in such search together with payoff letters and/or other documents, duly executed by all applicable persons, sufficient to terminate the security interests to which such filings relate; and

(ii) evidence satisfactory to the Bank of the compliance by the Borrower of its obligations under the Loan Documents with respect to UCC financing statements.

3. Representations and Warranties. As of the date hereof, the Borrower represents and warrants to the Bank that the following statements are true and correct:

(a) Good Standing. Borrower is duly organized and in good standing in the state of Borrower's formation, under the laws and rules of the United States of America and the Federal Election Commission and, except where the failure to do so would not have a material adverse effect on Borrower or its business, financial condition or assets, (i) Borrower has obtained and maintained all licenses or permits required, and (ii) Borrower is duly qualified or licensed in good standing in all jurisdictions where the nature of Borrower's activities requires such qualification or licensing;

(b) Authority. Borrower has full right, power and authority to enter into, execute and deliver this Letter Agreement, the Note and the other Loan Documents, and any officer's certificate and other documents executed and/or delivered by Borrower to Bank in connection with this Letter Agreement or the other Loan Documents to which Borrower is a party, and Borrower has and shall have full right, power and authority to perform each and all matters and things required to be performed under this Letter Agreement and the other Loan Documents to which Borrower is a party; each of this Letter Agreement and the other Loan Documents to which Borrower is a party have been duly authorized, executed and delivered and constitutes the legal, valid and binding contract of Borrower, enforceable in accordance with its terms (subject to (i) bankruptcy and other laws of general application affecting the rights of creditors and (ii) the award by courts of monetary damages rather than specific performance of contractual provisions involving matters other than the payment of money);

(c) Compliance. The Borrower conducts its business and operations and the ownership of its assets in material compliance with each applicable statute, regulation and other law, including, without limitation, environmental laws and the Patriot Act. All approvals,

including authorizations, permits, consents, franchises, licenses, registrations, filings, declarations, reports and notices (the "Approvals") necessary for the conduct of the Borrower's business have been duly obtained and are in full force and effect. The Borrower is in compliance with the Approvals. The Borrower is in compliance with its articles of organization, operating agreement or other applicable organizational or governing document as may be applicable to the Borrower depending on its organizational structure ("Governing Documents"). The Borrower is in compliance in all material respects with each agreement to which it is a party or by which it or any of its assets is bound.

(d) Legality. The execution, delivery and performance by the Borrower of this Letter Agreement and all related documents, including the Loan Documents to which Borrower is a party, (i) are in furtherance of the Borrower's purposes and within its power and authority; (ii) do not (A) violate any statute, regulation or other law or any judgment, order or award of any court, agency or other governmental authority or of any arbitrator with respect to the Borrower or (B) violate the Borrower's Governing Documents, constitute a default under any agreement binding on the Borrower or result in a lien or encumbrance on any assets of the Borrower; and (iii) have been duly authorized by all necessary organizational actions.

(e) Fiscal Year. The fiscal year of the Borrower is the calendar year.

(f) Full Disclosure. Neither this Letter Agreement nor any agreement delivered in connection herewith, certificate, financial statement or other writing provided to the Bank by or on behalf of the Borrower contains or will contain any untrue statement of fact or omits or will omit any material fact necessary to make the statements contained therein, in light of the circumstances under which it was made, not misleading. The Borrower has not failed to disclose to the Bank any fact that might have a material adverse effect on the Borrower.

(g) No Defaults. No Event of Default (as defined in Section 6 hereof) or event which, with the giving of notice or the passage of time or both, would be an Event of Default, has occurred or continues or will occur as a result of Borrower's entering into or performing its obligations pursuant to this Letter Agreement or the other Loan Documents;

(h) No Conflict. Borrower's execution and delivery of this Letter Agreement and the other Loan Documents and performance of its obligations thereunder are not and will not be in contravention of any provision of law or any charter or by-law provision or any covenant, indenture or agreement of or affecting Borrower or any property of Borrower;

(i) No Claims. There is no action, suit, investigation or proceeding pending or to Borrower's knowledge threatened against Borrower in or before any court or any administrative or governmental authority, or any arbitration forum, which if determined against Borrower would materially affect Borrower's ability to enter into this Letter Agreement or the other Loan Documents or materially prejudice in any way Borrower's ability to fulfill the obligations set forth in this Letter Agreement or the other Loan Documents;

(j) Solvency. On the date hereof, and after giving effect to the Credit Facility and other obligations and liabilities being incurred, Borrower is and will be solvent.

(k) Margin Regulations. No part of the proceeds of the Credit Facility will be used for the purpose of buying or carrying any "margin stock," as such term is used in Regulations G and U of the Board of Governors of the Federal Reserve System, as amended from time-to-time, or to extend credit to others for the purpose of buying or carrying any "margin stock." Borrower is not engaged in the business of extending credit to others for the purpose of buying or carrying margin stock. Borrower does not own any "margin stock." Neither the making of the Credit Facility nor any use of proceeds of the Credit Facility will violate or conflict with the provisions of Regulation G, T, U or X of the Board of Governors of the Federal Reserve System as amended from time to time.

(l) Ownership and Subsidiaries. Borrower is not a partner (general or limited) of any partnership, is not a party to any joint venture, is not a member or manager of a limited liability company, is not a shareholder of any corporation, is not an owner (beneficially or of record) of any equity or similar interest in any Person (including, but not limited to, any interest pursuant to which Borrower has or may in any circumstance have an obligation to make capital contributions to, or be generally liable for or on account of the liabilities, acts or omissions of such other person).

(m) Taxes. All tax and information returns required to be filed by or on behalf of Borrower have been properly and timely prepared, executed and filed or appropriate extensions have been properly obtained and remain in effect. All taxes, assessments, fees and other governmental charges upon Borrower or upon any of its properties, revenues, incomes, sales, use or franchises (collectively, "Taxes") which are due and payable have been paid other than those not yet delinquent and payable without premium or penalty, and except for those being diligently contested in good faith by appropriate proceedings, and in each case adequate reserves and provisions for Taxes have been made on the books of Borrower. The reserves and provisions for Taxes on the books of Borrower are adequate for all open years and for its current fiscal period. Borrower does not know of any proposed additional assessment or basis for any material assessment for additional Taxes against Borrower (whether or not reserved against) which could have a material adverse effect on the Borrower.

(n) Environmental Matters.

(i) Borrower is and has been in compliance in all material respects with all applicable Environmental Laws.

(ii) All Environmental Approvals necessary for the ownership and operation of Borrower's business as presently owned and operated and as presently proposed to be owned and operated have been duly obtained and are in full force and effect.

(iii) There is no Environmental Claim pending or to Borrower's knowledge threatened, and there are no present acts, omissions, events or circumstances and no past acts, omissions, events or circumstances, including, but not limited to, any dumping, leaching, deposition, removal, abandonment, escape, emission, discharge or release of any Environmental Concern Material at, on

or under any facility or property now or previously owned, operated or leased by Borrower or any of its respective Environmental Affiliates, that could form the basis of any Environmental Claim against Borrower or any of its respective Environmental Affiliates.

(iv) Neither Borrower nor, any of its Environmental Affiliates, has directly transported or directly arranged for the transportation of any material quantities of Environmental Concern Materials to any Environmental Cleanup Site. No lien exists and no condition exists which is reasonably likely to result in the filing of a lien against any property of Borrower or any of its respective Environmental Affiliates under any Environmental Law.

(o) Investment Company Act. Borrower is not an "investment company" or an "affiliated person" of, or "promoter" or "principal underwriter" for, or a company "controlled" by, an investment company, each within the meaning of the Investment Company Act of 1940, as amended.

(p) ERISA.

With respect to each Pension Plan subject to Title IV of ERISA:

(i) The plan is qualified under Section 401(a) of the Code, and any trust through which the plan is funded meets the requirements to be exempt from federal income tax under Section 501(a) of the Code.

(ii) There is no accumulated funding deficiency (as defined in Section 412(a) of the Code) with respect to the plan, whether or not waived.

(iii) All contributions required to be made to the plan under the terms of the plan or any collective bargaining agreement or applicable law have been made to the plan.

(iv) If the plan is a defined benefit plan (as defined in Section 3(35) of ERISA), had the plan terminated and benefits been distributed on the last plan valuation date, the plan would have been sufficient for benefit liabilities (within the meaning of Sections 4001(a)(16) and 4041(d) of ERISA) as of that date.

(v) No ERISA Title IV Liability Event has occurred or is expected to occur with respect to any Pension Plan subject to Title IV of ERISA that is not sufficient for liabilities within the meaning of Section 4041(d) of ERISA.

With respect to each Multiemployer Plan:

(i) Neither any Borrower nor any Controlled Group Member has withdrawn or expects to completely or partially withdraw from the plan at such time as any amount outstanding under the Credit

Facility or the Bank has any obligation to extend any credit under the Credit Facility pursuant to this Letter Agreement.

(ii) Each Borrower and each Controlled Group Member has made all contributions it is required to make to the plan under the terms of the plan or any collective bargaining agreement or applicable law.

(iii) Neither any Borrower nor any Controlled Group Member has been notified that the plan is in reorganization (within the meaning of Section 4241 of ERISA) or that it is expected to go into reorganization or be terminated.

With respect to each Pension Plan and Welfare Plan, there is no litigation pending, or to Borrower's knowledge threatened, that, if adversely determined, would have a material adverse effect on the financial condition of the Borrower and its subsidiaries taken as whole and there are no existing facts or circumstances likely to give rise to any such litigation with respect to any Pension Plan or Welfare Plan.

(q) Adverse Contracts. Borrower is not a party to, nor is any of the property of Borrower subject to or bound by any long term lease, forward purchase contract or futures contract, covenant not to compete, or other agreement, which, in each case, materially adversely restricts its ability to conduct its business, or has a material adverse effect or would be reasonably likely to have a material adverse effect on the financial condition, results of operations or business of the Borrower.

(r) Accuracy of Financial Statements; No Undisclosed Liabilities. The financial statements of the Borrower and any Subsidiaries delivered to the Bank are complete and correct and present fairly the consolidated financial condition of the Borrower and its Subsidiaries, and the consolidated results of their operations and their consolidated cash flows for the relevant period then ended. All such financial statements, including the related schedules and notes thereto, have been prepared in accordance with generally accepted accounting principles applied consistently throughout the periods involved (except as disclosed therein). Borrower has not had, as of the date of the last financial statements delivered to the Bank, any guarantee obligation, contingent liability or liability for taxes, or any long-term lease or unusual forward or long-term commitment, including, without limitation, any interest rate or foreign currency swap or exchange transaction or other financial derivative, which is not reflected in the foregoing statements or in notes thereto.

(s) Compliance With Anti-Terrorism Laws. The Borrower and its respective agents acting or benefiting in any capacity in connection with the transactions contemplated by this Letter Agreement are not (i) in violation of any laws relating to terrorism or money laundering, including Executive Order No. 13224 (effective September 24, 2001), the USA PATRIOT Act, the laws comprising or implementing the Bank Secrecy Act, and the laws administered by the U.S. Department of Treasury Office of Foreign Assets Control (such laws collectively, the "Anti-Terrorism Laws"), or (ii) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

(t) Creation and Perfection of Security Interests. The provisions of the Loan Documents are effective to create in favor of the Bank a legal, valid and enforceable security interest in all right, title and interest of the Borrower in and to its personal property including check-off and other contributions and revenues. The Credit Facility will be secured by a perfected first priority security interest in all tangible and intangible assets (including, without limitation, revenues, payment intangibles, accounts, accounts receivable, inventory, equipment, general intangibles, intercompany notes, insurance policies, investment property, intellectual property, cash and proceeds of the foregoing) of Borrower, wherever located, now or hereafter owned. The Borrower and its Subsidiaries do not own any personal property, or have any interest in any personal property, that is not subject to a fully perfected first priority lien on, or security interest in, such property in favor of the Bank.

(u) No Material Adverse Change. There has been no development or event which has had or could reasonably be expected to have a material adverse effect on the Borrower or its financial condition or assets.

(v) Intellectual Property. The Borrower owns, or is licensed to use, all trademarks, tradenames, copyrights, technology, know-how and processes necessary for the conduct of its business as currently conducted except for those the failure to own or license which could not reasonably be expected to have a material adverse effect. No claim has been asserted and is pending by any Person challenging or questioning the use of any such Intellectual Property or the validity or effectiveness of any such Intellectual Property. The use of such Intellectual Property by each Borrower and its Subsidiaries does not infringe on the rights of any Person, except for such claims and infringements that, in the aggregate, could not reasonably be expected to have a material adverse effect.

(w) Ownership of Property; Liens. The Borrower has good record and marketable title in fee simple to, or a valid leasehold interest in, all its real property, and good title to, or a valid leasehold interest in, all its other property, and none of such property is subject to any Lien other than in favor of the Bank.

(x) Representations and Warranties. The representations and warranties contained herein and in the other Loan Documents are true and correct in all material respects on the date hereof;

4. Affirmative Covenants. Borrower covenants and agrees that until payment in full of all Liabilities (as such term is defined in the Note), Borrower shall perform, and shall cause each of its subsidiaries to perform, all covenants in this Section 5.

(a) Maintenance of Books and Records. Borrower shall maintain all books and records at the location indicated in the Loan Documents, and the Bank shall maintain its right to inspect such books and records upon reasonable notice, provided that no such notice will be required after an Event of Default.

(b) Notices of Default. Borrower must notify the Bank in writing, within 5 Business Days after the Borrower has notice or knowledge thereof, of the occurrence of any

event that constitutes, or with the giving of notice and/or lapse of time would constitute, an Event of Default by the Borrower under any Loan Document.

(c) Material Adverse Changes. Borrower shall not change the nature of its business in a material manner.

(d) Use of Proceeds. Proceeds of the Credit Facility shall be used for contributions to candidates for public office in accordance with all applicable Federal, State and local laws, rules and regulations. The Credit Facility shall be repaid as set forth in the Note.

(e) Default Interest and Fees. Upon the occurrence and during the continuance of an Event of Default, interest will accrue at the default rate as set forth in the Note. Default interest shall be payable on demand.

(f) Mandatory Prepayments. The Credit Facility shall be prepaid and/or commitments reduced (in the order set forth below) in an amount equal to (a) 100% of the net proceeds received from the sale or other disposition of all or any part of the assets of Borrower after the Closing Date, (b) 100% of the net proceeds received by the Borrower from the issuance of debt after the Closing Date, unless such issuance shall be agreed to by the Bank, (c) all amounts outstanding hereunder (which shall be immediately due and payable) upon (i) the occurrence of a material adverse effect on the business, property, results of operations, prospects or condition, financial or otherwise, of the Borrower and its subsidiaries, taken as a whole, or (ii) the material impairment of the ability of the Borrower or its subsidiaries to fully and timely perform any of their obligations under the Credit Facility.

(g) Optional Prepayments. Prepayments, including accrued and unpaid interest, are permitted in whole or in part without premium or penalty, provided the Bank has received prior notice. The Bank may impose a minimum amount for such prepayments.

(h) Compliance. The Borrower will conduct its business and operations and the ownership of its assets in material compliance with all material contractual obligations and each applicable statute, regulation and other law, including laws governing elections, political contributions and environmental laws.

(i) Payment of Obligations and Continuation of Business. The Borrower will pay all outstanding obligations, including but not limited to the unpaid balance of the Bank's legal fees, and continue its business and operations, maintaining all rights and privileges existing as of the date hereof.

(j) Annual Meetings. The Borrower will meet annually with the Bank to review its business, financial condition and results and its operations.

(k) Property and Insurance. The Borrower will maintain its property in good repair and will on request provide the Bank with evidence of insurance coverage satisfactory to the Bank, including fire and hazard, liability, workers' compensation and business interruption insurance and flood hazard insurance as required.

5. Negative Covenants. During the term of this Letter Agreement and so long as any portion of the Liabilities (as such term is defined in the Note) remains unpaid the Borrower shall not and shall not permit any subsidiary to:

(a) Indebtedness. Incur or permit to exist any Indebtedness except for trade indebtedness or current liabilities for salary and wages incurred in the ordinary course of business and not substantially overdue.

(b) Guaranties. Become a guarantor, a surety, or otherwise liable for the debts or other obligations of another, whether by guaranty or suretyship agreement, agreement to purchase Indebtedness, agreement for furnishing funds through the purchase of goods, supplies or services (or by way of stock purchase, capital contribution, advance or loan) for the purpose of paying or discharging Indebtedness, or otherwise, except as an endorser of instruments for the payment of money deposited to its bank account for collection in the ordinary course of business.

(c) Liens. Permit any of its assets, revenues, or income to be subject to any Lien, as defined herein, except for Liens in favor of Bank (the "Permitted Liens").

(d) Investments. Make any investment outside of the ordinary course of business, other than in FDIC insured deposits or United States Treasury obligations of less than one year, or in money market or mutual funds administering such investments.

(e) Mergers and Acquisitions; Dividends, Stock Repurchases, Redemptions. Merge with or acquire any business or entity, or pay any dividend, repurchase or redeem any stock without the prior consent of the Bank.

(f) Sale and Leaseback Transactions. Engage in any sale and leaseback or similar transaction without the prior consent of the Bank.

(g) Loans. Make any loan, advance or other extension of credit except for endorsements of negotiable instruments deposited to the Borrower's deposit account for collection, trade credit in the normal course of business and intercompany loans approved in writing by the Bank.

(h) Sale or Transfer of Assets; Suspension of Business Operations. Sell (including as part of a sale-leaseback transaction), convey, assign, lease, transfer, abandon or otherwise dispose of, voluntarily or involuntarily, (i) all or a substantial part of its assets, or (ii) any collateral or any interest therein (whether in one transaction or in a series of transactions) to any other Person other than the sale of inventory in the ordinary course of business and, so long as no Event of Default has occurred and is continuing, the sale or disposal of obsolete, worn out or other equipment not needed for the operation of Borrower's business, and will not

liquidate, dissolve or suspend business operations, or agree, become or remain liable (contingently or otherwise) to do any of the foregoing with respect to any collateral.

(i) Dealings with Affiliates. Enter into any transaction with any director, manager, officer, employee, shareholder, member or Affiliate of the Borrower or any Subsidiary except transactions upon terms which are fair and reasonable and which shall be at least as favorable as would result in a comparable arm's-length transaction with a Person not a director, manager, officer, employee, shareholder, member or Affiliate of the Borrower or any Subsidiary; or (ii) pay any management, consulting or other similar fees (other than salary, benefits and bonuses to employees) to any director, manager, officer, employee, shareholder, member or Affiliate.

(j) Modification/Waiver. Modify any material documents or waive any material requirements that would adversely affect the Bank's rights and interests hereunder.

(k) Fiscal Year. Change its fiscal year from that stated in Section 4 above.

(l) Subsidiaries. Create, acquire or suffer to exist any Subsidiary without the prior written consent of the Bank, which may be conditioned upon the execution and delivery by such Subsidiary of an amendment to one or more Loan Documents, a guarantee of the obligations under the Credit Facility, a security agreement with respect to such Subsidiary's assets, a pledge of some or all of the Equity Interests in such Subsidiary, other documents, certificates and/or instruments and satisfactory results of due diligence with respect to liens, title and environmental matters relating to such entity and its assets and Equity Interests, or create or maintain a holding company or inactive subsidiary as passive, non-operating enterprises.

6. Events of Default. Each of the following shall be an "Event of Default":

(a) Any failure of the Borrower to perform or comply with any term or condition contained in this Letter Agreement which remains uncured for ten Business Days after written notice thereof from Bank to Borrower;

(b) Any failure of the Borrower to pay any fee set forth in Section 7 hereof;

(c) Any failure of the Borrower to perform or comply with any term or condition contained in any of the Loan Documents which remains uncured within any applicable cure periods set forth therein; and

(d) Any Event of Default as defined in the Note or any other Loan Document.

7. Expenses and Indemnification. All reasonable out-of-pocket expenses (including but not limited to reasonable legal, accountant, financial advisor or other professional fees and expenses and expenses incurred in connection with due diligence and travel, courier, reproduction, printing and delivery expenses, and costs incurred to review or audit the Borrower's books and records and financial statements) of the Bank for the preparation, execution and delivery, administration, amendment, waiver or modification (including proposed

amendments, waivers or modifications) of the documentation contemplated hereby are to be paid by Borrower. In addition, all out-of-pocket expenses (including but not limited to reasonable legal, accountant, financial advisor or other professional fees and expenses) of the Bank and for workout proceedings, enforcement, bankruptcy proceedings, other fees and expenses, and other costs and documentary taxes associated with the Credit Facility are to be paid by Borrower.

Borrower will indemnify the Bank, its affiliates, and all officers, directors, employees, agents, representatives and controlling persons thereof, and hold the Bank harmless from and against all reasonable out-of-pocket costs, expenses (including but not limited to reasonable legal fees and expenses, whether incurred in a third party action or an action to enforce this Letter Agreement or any Loan Document) and liabilities arising out of or relating to the transactions contemplated hereby and any actual or proposed use of the proceeds of any loans made under the Credit Facility; *provided, however*, that no such person will be indemnified for costs, expenses or liabilities to the extent determined by a final judgment of a court of competent jurisdiction to have been incurred solely by reason of the gross negligence or willful misconduct of such person.

8. Governing Law: This Letter Agreement and the other Loan Documents will be governed by the laws of the State of New York without giving effect to conflict of law principles.

9. Jurisdiction, Venue, Service of Process: Borrower submits to the exclusive jurisdiction of the federal and state courts of the State of New York located in New York County with respect to any dispute arising hereunder or any of the Loan Documents or relating hereto or any of the Loan Documents. Service of process may be made on Borrower by personal delivery at, or by mail addressed to, any address to which Bank is authorized to address notices to Borrower.

10. WAIVERS OF JURY TRIAL. EACH OF THE BORROWER AND THE BANK HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS LETTER AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

11. USA PATRIOT Act: The Bank, subject to the Act, hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act"), that it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow the Bank to identify the Borrower in accordance with the Act.

12. Successors and Assigns. This Letter Agreement shall be binding upon and inure to the benefit of each of the Borrower, the Bank and their respective successors and assigns, except that the Borrower may not assign or transfer any of its rights or obligations under the Letter Agreement without the prior written consent of the Bank.

13. Counterparts. This Letter Agreement may be executed by one or more of the parties on any number of separate counterparts (including by facsimile transmission or electronic

delivery of signature pages hereto), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

14. Severability. Any provision of this Letter Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

15. Integration. This Letter Agreement and the other Loan Documents represent the agreement of the Borrower and the Bank with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by the Bank relative to subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents.

16. Amendments. This Letter Agreement may not be changed except pursuant to a writing signed by each of the parties hereto.

By executing this Letter Agreement, Borrower acknowledges that this Letter Agreement and the Loan Documents are the only agreement between Borrower and the Bank with respect to the Credit Facility and set forth the entire understanding of the parties with respect thereto. This Letter Agreement may not be changed except pursuant to a writing signed by each of the parties hereto. This Letter Agreement may be executed in any number of counterparts, including by facsimile or electronic delivery of a copy of the executed this Letter Agreement, all of which, when taken together, shall constitute one and the same instrument.

Very truly yours,

AMALGAMATED BANK

By: Molly Culhane Benameur
Name: Molly Culhane Benameur
Title: Senior Vice President

Accepted and agreed to as of
the date first above written:

READY FOR HILLARY PAC

By: Adam Parkhomenko
Name: Adam Parkhomenko
Title: Executive Director

Schedule A
Defined Terms

"**Affiliate**" shall mean, with respect to any Person, any other person that, directly or indirectly, controls, is controlled by or is under common control with such Person or is a director, officer, general partner, member or manager of such Person or, with respect to an individual, has a relationship with such individual by blood, adoption or marriage not more remote than first cousin. For purposes of this definition, the term "**control**" (including the terms "**controlling,**" "**controlled by**" and "**under common control with**") of a Person shall mean the possession, direct or indirect, of the power to vote 10% or more of the outstanding Voting Interests in such Person or to direct or cause the direction of the management and policies of such Person, whether through the ownership of Voting Interests, by virtue of being a general partner or managing member, by contract or otherwise.

"Business Day": any day on which both (a) banks are regularly open for business in New York City and (b) the Office is open for ordinary business. In the Bank's discretion, the Office may be closed on any Saturday, Sunday, legal holiday or other day on which it is lawfully permitted to close.

"Code" means the Internal Revenue Code of 1986, as amended, and any successor statute of similar import, and regulations thereunder, in each case as in effect from time to time. References to sections of the Code shall be construed also to refer to any successor sections.

"Controlled Group" means a controlled group of corporations of which the Borrower is a member within the meaning of Section 414(b) of the Code, any group of corporations or entities under common control with a Borrower within the meaning of Section 414(c) of the Code or any affiliated service group of which a Borrower is a member within the meaning of Section 414(m) of the Code.

"Controlled Group Member" means each trade or business (whether or not incorporated) which is a member of a Controlled Group.

"Distributions" shall mean, with respect to any Person for any period, all dividends and other distributions on any of the outstanding Equity Interests in such Person (in the case of any Loan Party including, without limitation, all tax distributions), all purchases, redemptions, retirements, defeasances or other acquisitions of any of the outstanding Equity Interests in such Person and all returns of capital to the equity holders, partners or members (or the equivalent persons) of such Person, in each case to the extent paid in cash by or on behalf of such Person during such period.

"Environmental Affiliate" shall mean, with respect to any Person, any other person whose liability (contingent or otherwise) for any Environmental Claim such Person has retained, assumed or otherwise is liable for (by law, agreement or otherwise).

"Environmental Approvals" shall mean any governmental action pursuant to or required under any Environmental Law.

"Environmental Claim" shall mean, with respect to any Person, any action, suit, proceeding, investigation, notice, claim, complaint, demand, request for information or other communication (written or oral) by any other person (including, but not limited to, any governmental authority, citizens' group or present or former employee of such Person) alleging, asserting or claiming any actual or potential (a) violation of any Environmental Law, (b) liability under any Environmental Law or (c) liability for investigatory costs, cleanup costs, governmental response costs, natural resources damages, property damages, personal injuries, fines or penalties arising out of, based on or resulting from the presence, or release into the Environment, of any Environmental Concern Materials at any location, whether or not owned by such Person.

"Environmental Cleanup Site" shall mean any location which is listed or proposed for listing on the National Priorities List, on CERCLIS or on any similar state list of sites requiring investigation or cleanup, or which is the subject of any pending or threatened action, suit, proceeding or investigation related to or arising from any alleged violation of any Environmental Law.

"Environmental Concern Materials" shall mean (a) any flammable substance, explosive, radioactive material, Hazardous Material, hazardous waste, toxic substance, solid waste, pollutant, contaminant or any related material, raw material, substance, product or by-product of any substance specified in or regulated or otherwise affected by any Environmental Law (including, but not limited to, any "hazardous substance" as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.) (**"CERCLA"**) or any similar state Law), (b) any toxic chemical or other substance from or related to industrial, commercial or institutional activities, and (c) asbestos, gasoline, diesel fuel, motor oil, waste and used oil, heating oil and other petroleum products or compounds, polychlorinated biphenyls, radon and urea formaldehyde.

"Environmental Law" shall mean any law, whether now existing or subsequently enacted or amended, relating to (a) pollution or protection of the environment, including natural resources, (b) exposure of persons, including, but not limited to, employees, to Environmental Concern Materials, (c) protection of the public health or welfare from the effects of products, by-products, wastes, emissions, discharges or releases of Environmental Concern Materials or (d) regulation of the manufacture, use or introduction into commerce of Environmental Concern Materials including their manufacture, formulation, packaging, labeling, distribution, transportation, handling, storage or disposal. Without limitation, "Environmental Law" shall also include any Environmental Approval and the terms and conditions thereof.

"Equity Interests" shall mean, with respect to any Person, all of the shares of capital stock of (or other ownership, partnership, membership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or other acquisition from such Person of shares of capital stock of (or other ownership, partnership, membership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership, partnership, membership or profit interests in) such Person or warrants, rights or options for the purchase or other acquisition from such Person of such shares (or such other interests), and all of the other ownership, partnership, membership or profit interests in such Person (including, without limitation, partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are authorized or otherwise existing on any date of determination.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and any successor statute of similar import and regulations thereunder, as in effect from time to time. References to sections of ERISA shall be construed also to refer to any successor sections.

"Governmental Authority" shall mean any government or political subdivision or any agency, authority, branch, bureau, central bank, commission, department or instrumentality of either, or any court, tribunal, grand jury or public or private mediator or arbitrator, in each case whether foreign or domestic.

"Hazardous Material" shall include, without limitation, any flammable or ignitable (as such term is used under the statutes, codes, laws, ordinances, rules and regulations described in this paragraph) materials, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, pollutant, hazardous or toxic pollutant, polychlorinated biphenyls (PCBs), solid waste, petroleum, petroleum product, pesticide, asbestos or any other material as defined and/or subject to regulation by: (1) any Federal, state or local environmental health or safety statutes, code, law, ordinance, rule, or regulation including, without limitation, CERCLA, the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 9601, et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Section 2601, et seq.), and statutes codified in the New York Environmental Conservation Law, as amended, and the New York Navigation Law, as amended and in the rules and regulations adopted pursuant to each of the foregoing, or (2) any Federal, state or local governmental authority having or claiming jurisdiction over the property or assets of any Loan Party. The term "Hazardous Material" shall include any constituent and degradation product of a Hazardous Material.

"Indebtedness" of any Person shall mean, without duplication, (a) all obligations of such Person for borrowed money or advances; (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments; (c) all obligations of such Person upon which interest charges are customarily paid or accrued; (d) all obligations of such Person under conditional sale or other title retention agreements relating to property purchased by such Person; (e) all obligations of such Person issued or assumed as the deferred purchase price of property or services (excluding trade accounts payable and accrued obligations incurred in the ordinary course of business on normal trade terms and not overdue by more than 120 days); (f) all Indebtedness of others secured by any Lien on property owned or acquired by such Person, whether or not the obligations secured thereby have been assumed, but limited to the fair market value of such property; and (g) all obligations of such Person for the reimbursement of any obligor in respect of letters of credit, letters of guaranty, bankers' acceptances and similar credit transactions.

"Lien" means any security interest, mortgage or other lien or encumbrance except for liens for property taxes not yet due; pledges and deposits to secure obligations or performance for workers' compensation, bids, tenders, contracts other than notes, appeal bonds or public or statutory obligations; and materialmens', mechanics', carriers' and similar liens arising in the normal course of business.

"Loan Parties" means each of Borrower and each of its Subsidiaries and **"Loan Party"** shall mean any of them.

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