

REPORT OF RECEIPTS AND DISBURSEMENTS

For Other Than An Authorized Committee
(Summary Page)

RECEIVED
FEDERAL ELECTION
COMMISSION
PUBLIC DISCLOSURE
*AMENDED**

AUG 29 4 55 PM '01

USE FEC MAILING LABEL
OR
TYPE OR PRINT

1. NAME OF COMMITTEE (in full)
DEMOCRATIC CONGRESSIONAL CAMPAIGN
COMMITTEE - EXPENDITURES

ADDRESS (number and street) Check if different than previously reported
430 S. CAPITOL ST., SE

CITY, STATE and ZIP CODE
WASHINGTON, DC 20003

2. FEC IDENTIFICATION NUMBER
C00000935

3. This committee has qualified as a multicard
committee. (see FEC FORM 1M)

4. TYPE OF REPORT

(a) April 15 Quarterly Report
 July 15 Quarterly Report
 October 15 Quarterly Report
 January 31 Year End Report
 July 31 Mid Year Report (Non-election Year Only)
 Termination Report

Monthly Report Due On:
 February 20 June 20 October 20
 March 20 July 20 November 20
 April 20 August 20 December 20
 May 20 September 20 January 31

Twelfth day report preceding _____ (Type of Election)
 election on _____ in the State of _____

Thirtieth day report following the General Election on _____
 in the State of _____

(b) Is this Report an Amendment? YES NO

SUMMARY	COLUMN A This Period	COLUMN B Calendar Year-to-Date
5. Covering Period <u>11/28/00</u> through <u>12/30/00</u>		
6. (a) Cash on Hand January 1, 19 <u>2000</u>		\$ 2,542,842.78
(b) Cash on Hand at Beginning of Reporting Period	\$ 499,901.49	
(c) Total Receipts (from line 19)	\$ 1,358,971.55	\$ 45,131,369.78
(d) Subtotal (add Lines 6(b) and 6(c) for Column A and Lines 6(a) and 6(c) for Column B)	\$ 1,858,873.04	\$ 47,674,212.56
7. Total Disbursements (from Line 30)	\$ 1,164,709.18	\$ 46,980,048.70
8. Cash on Hand at Close of Reporting Period (subtract Line 7 from Line 6(d))	\$ 694,163.86	\$ 694,163.86
9. Debts and Obligations Owed TO the Committee (Itemize all on Schedule C and/or Schedule D)	\$ -0-	For further information contact: Federal Election Commission 999 E Street, NW Washington, DC 20463 Toll Free 800-424-9530 Local 202-219-3420
10. Debts and Obligations Owed BY the Committee (Itemize all on Schedule C and/or Schedule D)	\$ 5,219,628.26	

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

Type or Print Name of Treasurer
HOWARD WOLFSON

Signature of Treasurer  Date
08/29/01

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. §437g.

**DETAILED SUMMARY PAGE
OF RECEIPTS AND DISBURSEMENTS
PAGE 2, FEC FORM 3X**

AMENDED

(revised 1/1/91)

NAME OF COMMITTEE: DEMOCRATIC CONGRESSIONAL CAMPAIGN COMMITTEE - EXPENDITURES		REPORT COVERING PERIOD FROM: 11/28/00 TO: 12/30/00	
		COLUMN A Total This Period	COLUMN B Calendar Year
I. Receipts			
11. Contributions (other than loans) From:			
a. Individuals/Persons Other Than Political Committees			
i. Itemized (use Schedule A)		-0-	-0-
ii. Unitemized		-0-	-0-
iii. Total (add i and ii)		-0-	-0-
b. Political Party Committees		-0-	-0-
c. Other Political Committees (such as PACs)		-0-	-0-
d. Total Contributions (add a ii, b and c)		-0-	-0-
12. Transfers From Affiliated/Other Party Committees		1,000,000.00	29,642,451.40
13. All Loans Received		-0-	5,000,000.00
14. Loan Repayments Received		-0-	-0-
15. Offsets To Operating Expenditures (Refunds, Rebates, etc.)		-0-	9,509.70
16. Refunds of Contributions Made to Federal Candidates and Other Political Committees		-0-	-0-
17. Other Federal Receipts (Dividends, Interest, etc.)		1,473.64	97,638.96
18. Transfers from Nonfederal Account for Joint Activity		357,497.91	10,381,769.72
19. Total Receipts (add 11d, 12, 13, 14, 15, 16, 17, and 18)		1,358,971.55	45,131,369.78
20. Total Federal Receipts (subtract line 18 from line 19)		1,001,473.64	34,749,600.06
II. Disbursements			
21. Operating Expenditures:			
a. Shared Federal/Non-Federal Activity (from Schedule H4)			
i. Federal Share		449,288.62	12,343,791.81
ii. Non-Federal Share		363,457.83	10,408,209.48
b. Other Federal Operating Expenditures		322,406.04	3,467,941.44
c. Total Operating Expenditures (Add a i, a ii, and b)		1,135,152.49	26,219,942.73
22. Transfers to Affiliated/Other Party Committees		-0-	15,753,155.52
23. Contributions to Federal Candidates/Committees and Other Political Committees		-0-	425,002.78
24. Independent Expenditures (use Schedule E)		16,830.03	1,933,320.35
25. Coordinated Expenditures Made by Party Committees (2 U.S.C. 441a(d)) (use Schedule F)		12,726.66	2,588,563.86
26. Loan Repayments Made		-0-	-0-
27. Loans Made		-0-	-0-
28. Refunds of Contributions To:			
a. Individuals/Persons Other Than Political Committees		-0-	30.00
b. Political Party Committees		-0-	-0-
c. Other Political Committees (such as PACs)		-0-	45,000.00
d. Total Contribution Refunds (Add a, b and c)		-0-	45,030.00
29. Other Disbursements		-0-	15,033.46
30. Total Disbursements (add 21c, 22, 23, 24, 25, 26, 27, 28d, and 29)		1,164,709.18	46,980,048.70
31. Total Federal Disbursements (subtract line 21 a ii from line 30)		801,251.35	35,571,839.22
III. Net Contributions/Operating Expenditures			
32. Total Contributions (other than loans) (from line 11d)		-0-	-0-
33. Total Contribution Refunds (from line 28d)		-0-	45,030.00
34. Net Contributions (other than loans) (subtract line 33 from 32)		-0-	(45,030.00)
35. Total Federal Operating Expenditures (add 21 a i and 21 b)		771,694.66	15,811,733.25
36. Offsets to Operating Expenditures (from line 15)		-0-	9,509.70
37. Net Operating Expenditures (subtract line 36 from 35)		771,694.66	15,802,223.55

CREDIT AND SECURITY AGREEMENT

This Credit and Security Agreement ("Agreement") is entered into as of this 5th day of October, 2000, by and between the Democratic Congressional Campaign Committee, Inc., a District of Columbia nonprofit corporation with an office and principal place of business at 430 South Capitol Street, S.E., Washington, D.C., 20003, hereinafter called "the Committee," and Bank of America, N.A., a national banking association, with offices at 730 15th Street, N.W., Washington, D.C., 20005-1012, hereinafter called "the Bank".

PRELIMINARY STATEMENT

The Bank has provided to the Committee secured loans pursuant to previous promissory notes and credit agreements, and such loans have been repaid in accordance with their terms. The Committee has requested that the Bank extend a new secured line of credit to the Committee in the amount of \$5,000,000. The Bank is prepared, subject to the terms and conditions of this Agreement, to provide such line of credit to the Committee.

NOW THEREFORE, the Bank and the Committee hereby agree as follows:

ARTICLE 1

Section 1.1. **Line of Credit.** The Bank agrees, on the terms and conditions hereinafter set forth, to make advances of loan proceeds (collectively "Advances") to the Committee from time to time during the period from the Closing Date to and including March 31, 2001 (the "Availability Period"), in an aggregate amount outstanding at any time not to exceed \$5,000,000 (the "Line of Credit"). The Bank may in its sole discretion extend the Availability Period by written notice delivered to the Committee. All Advances under this Line of Credit will be evidenced by a single promissory note, in the principal amount of \$5,000,000, in the form attached as Exhibit A hereto (the "Note").

Section 1.2. **Making the Advances.** Each Advance will be made upon written notice from the Committee to the Bank, to the attention of Kenneth W. Crow, Jr., Senior Vice President, specifying the amount requested. If notice is received by the Bank prior to 12:00 noon Eastern Time (standard or daylight, as in effect) the requested Advance will be available to the Committee the same day. If notice is received after 12:00 noon Eastern Time, the requested Advance will be available the following Business Day.

Section 1.3. **Use of Proceeds.** Proceeds of Advances hereunder shall be used to finance the Committee's direct contributions in support of candidates in the 2000 election for seats in the United States House of Representatives and other activities permissible under Federal Election Commission regulations.

Section 1.4. **Interest and Repayment.** The Committee shall repay the principal amount outstanding under the Note in 12 consecutive equal monthly installments, payable on the last day of each month commencing April 30, 2001, and ending March 31, 2002, each in the amount of $1/12^{\text{th}}$ of the principal amount outstanding under the Note as of March 31, 2001. The Committee

may make prepayments under the Note at any time without premium or penalty and, subject to the terms hereof, may reborrow during the Availability Period; provided that partial prepayments made after expiration of the Availability Period shall be applied in inverse order of maturity. The Committee shall further pay to the Bank interest upon the aggregate unpaid principal amount under the Note, payable on the last day of each month and at maturity, commencing the last day of the first month after an Advance is made and continuing until the Note has been paid in full, at a rate per annum (calculated on the basis of the actual number of days elapsed over a year of 360 days) equal to the rate established by the Bank from time to time as its "prime rate" ("the Prime Rate"). The Committee acknowledges that the Prime Rate is not intended to be the lowest rate of interest charged by the Bank on any extension of credit to any customer. Each change in the rate of interest hereunder shall be effective as of the opening of business on the effective date of each change in the Prime Rate. In the event of any dispute as to the Prime Rate, a certificate executed by any Senior Vice President of the Bank stating the percent per annum constituting the Prime Rate and the date of its effectiveness shall be conclusive absent manifest error. Upon failure of the Committee to make any payment of principal or interest within 10 days after the due date thereof, the Committee agrees to pay a late charge equal to five percent (5%) of the total amount of the delinquent payment. In the event that the Committee fails to pay any amount of principal or any other amount (other than interest) payable by it hereunder when due, whether by acceleration, at the stated maturity, or otherwise, then the Committee shall pay interest on any such amount, until the same is paid in full, at a default interest rate per annum equal to the Prime Rate plus three percent (3%).

Section 1.5. Fee. The Committee agrees to pay to the Bank a commitment fee, payable on or before the Closing Date, in the amount of \$50,000.

Section 1.6. **Method of Payment.** Whenever any payment of principal or interest to be made hereunder or under the Note becomes due on a Saturday, Sunday, or public holiday or the equivalent for banks generally under the laws of the District of Columbia (any other day being a "Business Day"), such payment may be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of the amount of interest then to be paid. All payments and prepayments hereunder shall be made to the Bank at its address stated on the first page hereof, in such money of the United States as at the time of payment shall be legal tender for the payment of public and private debts and in immediately available funds. Each payment shall be received by the Bank no later than 2:00 p.m. Eastern Time, and any payment received after such time shall be treated as received on the next Business Day.

ARTICLE II.

Section 2.1. **Collateral.** To secure repayment to the Bank of all principal under the Note, and the interest payable on such amounts, and to secure all other obligations of the Committee to the Bank, whether now existing or hereafter arising, the Committee hereby assigns, conveys, pledges under common law, and grants to the Bank a security interest in, the following collateral now owned or hereafter acquired by the Committee and in the Committee's expectancy to acquire such collateral in the ordinary course of its business and affairs:

(a) All present and future contributor files of the Committee in any form, whether now existing or hereafter created, including but not limited to, all lists, books, records and data processing materials in any form (including tapes and disks) constituting, documenting, describing or in any way relating to any or all of the foregoing, whether or not in the possession of the Committee, which files are or are to be utilized by the Committee in connection with fundraising through direct mail solicitations;

(b) all balances at any time contained in all demand deposit accounts at the Bank containing federal or non-federal revenues, into which accounts the Committee shall deposit all funds from its federal fundraising efforts;

(c) all rights to the receipt of funds constituting federal or non-federal revenues committed or promised or agreed to be paid to the Committee as a result of its fundraising efforts, including accounts receivable, general intangibles, and instruments evidencing any such rights; and

(d) all cash and non-cash proceeds of the foregoing (all of (a), (b), (c), and (d) collectively the "Collateral"); provided, however, that no funds finally determined to be non-federal funds shall be actually applied to pay principal, interest or fees under the Note.

Section 2.2. Conditions Precedent. The Bank's obligations under Section 1.1 hereof shall be subject to the fulfillment of all of the following conditions precedent in manner and form satisfactory to the Bank and its special counsel, upon fulfillment of which the Bank shall execute and deliver this Agreement (the "Closing Date"):

(a) The Committee shall have delivered to the Bank

(i) an opinion of the Committee's counsel in form and substance satisfactory to the Bank;

(ii) a copy of its articles of incorporation and bylaws, duly certified by the Secretary of the Committee, and a certificate of good standing issued by the District of Columbia government;

(iii) duplicate originals of this Agreement, duly executed by the Committee;

(iv) the Note, duly executed by the Committee;

(v) copies of a resolution of its board of directors and of other approvals or other actions necessary under its organization or governance documents for authorization of the execution, delivery and performance of this Agreement and the Note;

(vi) financial statements, as described in Section 4.1(a) hereof, with respect to its last fiscal year;

(vii) a copy of its current statement of organization as filed by it under Section 303 of the Federal Election Campaign Act of 1971, as amended (the "FEC Act");

(viii) a duly executed UCC-1 financing statement covering the Collateral;

(ix) the Disclosure Letter (see Sections 3.4 and 4.4); and

(x) the commitment fee, pursuant to Section 1.5; and

(b) There shall not have occurred any Event of Default or event which, with due notice or lapse of time or both, would constitute an Event of Default ("Incipient Default") under this Agreement.

ARTICLE III. WARRANTIES AND REPRESENTATIONS

Section 3.1. **Organization.** The Committee hereby warrants and represents that it is a nonprofit corporation validly organized, existing and in good standing under the laws of, and with an office, its financial and other records and its principal place of business in, the District of Columbia and no offices in any other jurisdiction; that it is registered with the campaign finance authorities of any state in which it has non-federal political activity where such registration is required; that it is a "political committee," as defined in Section 301(4) of the FEC Act; and that it has filed with the Federal Election Commission ("FEC") or custodians for FEC as designated in

the FEC Act all required registrations and reports in order to be in compliance with applicable requirements of the FEC Act and regulations thereunder.

Section 3.2. **Authority; Approvals.** The Committee hereby warrants and represents that the Persons executing this Agreement and the Note on behalf of the Committee are duly authorized by the Committee, all necessary resolutions or other authorizing acts and documents having been issued, to enter into this Agreement, to issue the Note and to bind the Committee to perform this Agreement and the Note in accordance with their respective terms; that the execution and performance of this Agreement and the Note are within the duly authorized powers of the Committee and do not contravene any law, rule, or regulation applicable to the Committee, any organizational documents, by-law or rule governing the Committee, or any contractual obligation binding upon the Committee; that the lawful execution, delivery and performance of this Agreement and the Note do not require any filing with, notice to (except for subsequent filings of Schedule C-1 or similar schedules) or approval by the FEC or any other governmental entity, and that this Agreement and, when issued, the Note, shall be valid, legal and binding obligations of the Committee enforceable against the Committee and the Collateral in accordance with their respective terms.

Section 3.3. **No Default.** The Committee hereby warrants and represents that no event has occurred and no condition exists which, upon the execution of this Agreement, would constitute an Event of Default or Incipient Default (as defined in Section 2.2(b)) hereunder, nor is the Committee in material default under any other agreement, organizational document, statement of policy, by-law or other instrument to which it is a party or by which it may be bound.

Section 3.4. **Litigation.** There are no actions, suits, investigations or proceedings pending or threatened against or affecting the Committee or the properties of the Committee before any court or governmental department, commission, board, bureau, agency or

instrumentality which, if determined adversely to the Committee, would have a material adverse effect on the financial condition, properties or operations of the Committee, except as disclosed in the Disclosure Letter (as defined in Section 4.4 hereof).

Section 3.5. **Financial Condition.** The financial statements of the Committee previously provided to the Bank as of the end of and for its last fiscal year and any subsequent quarters are correct and complete and present fully and fairly the Committee's financial condition and results of operations to the best knowledge of the officers and staff of the Committee executing this Agreement, and there has been no material adverse change in the financial condition of the Committee since the date of its last financial statements delivered to the Bank.

Section 3.6. **Assets; Encumbrances.** The Committee has good and marketable title to all of its assets as disclosed in its financial statements, free and clear of liens or encumbrances in favor of any Person other than the Bank, except as disclosed in its financial statements, and there exist no security interests or encumbrances, except in favor of the Bank, on any of the Collateral.

ARTICLE IV. COVENANTS

At all times until the Availability Period has terminated and all obligations of the Committee to the Bank hereunder and under the Note have been fully satisfied:

Section 4.1. **Records; Reports.** The Committee shall keep full and accurate records of all money, instruments, securities and other personal property received by or on behalf of the Committee in response to fundraising efforts or otherwise, and shall permit the Bank or any of its agents to call at the Committee's office or offices with reasonable advance notice at reasonable times and intervals and, without hindrance or delay, to inspect, audit and review such records or

any other documents relating to them. The Committee also shall, without limitation, deliver to the Bank:

(a) within 150 days after the close of each fiscal year financial statements, including a statement of changes in financial position, statement of activity, balance sheet, and any other matters included in financial statements previously submitted to the Bank, prepared in accordance with generally accepted accounting principles applied on a consistent basis, with any departures therefrom being identified, attested as to accuracy by an officer of the Committee and reviewed by independent certified public accountants acceptable to the Bank;

(b) within 60 days after the close of each quarter of each fiscal year management prepared financial statements attested as to accuracy by an officer of the Committee and including an income statement (that includes a year-to-date budget) and balance sheet;

(c) as soon as available but in no event later than the last Business Day before the beginning of any fiscal year, a budget, in reasonable detail, of projected receipts, disbursements, and funds balances for such year; and

(d) copies of each report filed with the FEC, no later than 30 days after the close of each month, and such other financial statements and reports as the Bank may reasonably request in writing.

Section 4.2. Protection of Rights. The Committee agrees that, upon request by the Bank, it shall execute and deliver any financing statements, assignments, instruments and similar documents that may reasonably be deemed by the Bank to be necessary for the protection of the Bank's rights hereunder; provided, however, that this provision is not intended to require the Committee to grant to the Bank any new or additional rights not contemplated by this Agreement.

Section 4.3. Good Standing; Maintenance of Office and Records; Insurance. The Committee agrees that it shall maintain its status as a political committee under the FEC Act; that

it shall comply with all registration and reporting requirements and all other applicable requirements of the FEC Act and regulations thereunder; that it shall not remove its office and principal place of business from the District of Columbia and shall not transfer its financial or other records from the District of Columbia, without the prior written consent of the Bank; and that it shall maintain its assets in good operating order and shall maintain insurance upon its assets and operations, with responsible insurers acceptable to the Bank, of types and in amounts customarily carried by prudent organizations engaged in operations similar to those of the Committee.

Section 4.4. Deposit Accounts. The Committee shall maintain at the Bank all of its deposit accounts other than deposit accounts required by law, regulation, or operational necessity to be maintained elsewhere, which other accounts are identified in a Disclosure Letter dated this date and delivered herewith, and the Committee shall notify the Bank prior to opening any deposit account elsewhere. Promptly upon its receipt of any funds constituting federal revenues arising out of its fundraising efforts, the Committee shall deposit all such funds in the appropriate separate demand deposit account, as identified in the Disclosure Letter.

Section 4.5. Fundraising Efforts and Revenue Requirements. The Committee shall use its best efforts to make periodic mailings and conduct other fundraising efforts consistent with, or similar to, its past efforts, and the Committee shall at all times maintain a minimum combined Net Assets, calculated in accordance with financial statements delivered under Section 2.2(a)(vi) hereof, in an amount not to exceed a deficit of \$4,500,000.

Section 4.6. **Legal Compliance.** The Committee shall comply in all material respects with all laws, rules, regulations, orders, judgments, decrees and reporting requirements applicable to it or to its officers (in their capacity as officers of the Committee) or assets.

Section 4.7. **Debt; Guaranties.** The Committee shall not incur, assume or create any indebtedness, any direct or contingent obligation or liability with respect to indebtedness or obligations of any other Person, or any lien or encumbrance upon any of its assets, except in favor of the Bank.

Section 4.8. **Reports; Notices.** The Committee shall deliver written notice to the Bank, immediately upon the Committee's receiving notice or knowledge, of any pending or threatened action or other matter of the type described in Section 3.4 hereof and of any condition or event that constitutes an Event of Default or Incipient Default or a material adverse change in the financial condition of the Committee.

Section 4.9. **Defense of Security Interest.** The Committee shall defend the Bank's security interest and pledge interest in the Collateral hereunder against all claims and demands of any Person claiming any interest therein equal or superior to that of the Bank.

Section 4.10 **Year 2000 Compliance.** The Committee shall use its best efforts to take all action necessary to assure that the Committee's computer-based systems continue to be able to operate and effectively process data including dates after January 1, 2000. At the request of the Bank, the Committee shall provide the Bank assurance acceptable to the Bank of Borrower's Year 2000 compatibility.

ARTICLE V

Section 5.1. **Events of Default.** Each of the following shall constitute an Event of Default under this Agreement:

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(a) failure by the Committee to pay or cause to be paid when due under this Agreement, any amount required to be paid by the Committee pursuant to Article I hereof;

(b) failure by the Committee to perform any other material covenant, condition or agreement which it is obligated to perform hereunder or under any other instrument or agreement binding upon it or its assets, if such failure shall continue for more than 10 days;

(c) the making or delivering by the Committee to the Bank of any materially false representation, warranty, opinion or certificate as set forth in this Agreement or otherwise made in connection with this Agreement;

(d) the entry of a judgment, decree or order against it by any court of record for the payment of any sum of money in excess of \$100,000 or prohibiting it from performing any covenant or other obligation hereunder or attaching any material portion of the assets of the Committee, if such judgment, decree or order remains unstayed for a period in excess of 15 days;

(e) the occurrence, in the sole determination of the Bank, of a material adverse change in the financial condition of the Committee that would cause the prospect of payment of the Note to be impaired;

(f) any security interest or encumbrance granted herein in any material portion of the Collateral shall for any reason cease to be a valid and perfected security interest or encumbrance having first priority; or

(g) the Committee shall become a debtor in a voluntary or involuntary case under the jurisdiction of any federal bankruptcy court or any receiver, trustee, liquidator or similar official acquires possession of, or jurisdiction over the use of, any material portion of the assets of the Committee, if such possession or jurisdiction remains in effect and unstayed for a period in excess of 20 days.

Section 5.2. **Remedies on Default.** Whenever any Event of Default shall have occurred and be continuing, the Bank may, by written notice to the Committee, terminate any commitment to make Advances hereunder and declare the entire indebtedness outstanding under the Note immediately due and payable; and the Bank shall have all of the remedial rights of a creditor and secured party under this Agreement, the Note, the Uniform Commercial Code as enacted in the applicable jurisdiction governing this Agreement, and under other applicable law, including, without limitation, (a) the right to liquidate the Collateral (including, without limitation, the right to repossession without judicial process and without interference, resistance or delay by the Committee) and apply the proceeds against the Committee's obligations hereunder; **provided, however, that no proceeds shall be applied in conflict with the proviso contained in Section 2.1(d) hereof or in any manner that would violate the FEC Act or regulations thereunder;** (b) the right to apply to a court of equity for injunctive relief; (c) the right to require the Committee to assemble the Collateral at a convenient place; and (d) the right, without notice to the Committee (any such notice being expressly waived hereby) to set off and apply any or all money, instruments, credits or other assets of the Committee (including, without limitation obligations owed by the Bank to the Committee) against any obligations of the Committee to the Bank, first under this Agreement and then under any other agreement with the Committee, irrespective of whether the Bank has made any demand hereunder or under the Note and although such obligations may be unmaturred. The Bank shall, after deducting all costs or expenses of every kind for administration of this Agreement or otherwise, apply the residue of the Collateral first, to the payment of interest due under the Note, second to the payment of principal due under the Note, third to the payment of any unpaid fees hereunder, and fourth, if there be any surplus remaining, to the Committee; **provided, however,** that if the value of the Collateral is insufficient to pay all such expenses, interest, principal, and fees, the Committee shall remain liable for any

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deficiency. Upon the occurrence and during the continuance of any Event of Default, the Bank is further authorized to transfer any Collateral to its own name or that of its nominees. The Bank shall not have any duty with reference to any Collateral in its possession other than to use reasonable care in the custody and preservation of such Collateral, which duty shall not include any steps to preserve rights against prior parties or to send notices, perform services, or take any action in connection with the management of the Collateral. The Committee shall bear all risks of diminution or depreciation of the Collateral upon and after the occurrence of any Event of Default, and the Bank shall have the right, in its sole discretion, to delay or refrain from selling or otherwise disposing of the Collateral.

Section 5.3. Exercise of Remedies. No right, remedy or power conferred upon or reserved to the Bank under this Agreement or the Note or arising out of this Agreement or the Note is intended to be exclusive of any other available right, remedy or power, but each and every such right, remedy or power will be cumulative and will be in addition to any other right, remedy or power given under this Agreement or the Note or now or hereafter existing at law or in equity or by statute. No delay or omission by the Bank to exercise any right, remedy or power accruing upon any Event of Default will impair any such right, remedy or power or be construed to be a waiver thereof, unless such waiver is in writing, signed by the Bank, and then only to the extent set forth therein. Any right, remedy or power of the Bank hereunder may be exercised from time to time and as often as may be deemed expedient by the Bank, and a waiver by the Bank on one occasion shall not be construed as a bar to, or waiver of, any such exercise on any other occasion. In order to entitle the Bank to exercise any right, remedy or power reserved to it under this Agreement or the Note, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

Section 5.4. **Fees and Expenses; Indemnification.** In the event that the Bank should engage attorneys or incur other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the Committee contained herein or in the Note, the Committee agrees that it will on demand pay to the Bank the reasonable fees of such attorneys and such other expenses so incurred, whether or not suit is brought. The Committee also agrees to indemnify the Bank against any costs, expenses, fees, liabilities or penalties incurred by it arising out of the FEC Act or regulations thereunder and relating in any way to this Agreement.

ARTICLE VI MISCELLANEOUS

Section 6.1. **Choice of Law; Interpretation.** This Agreement is governed by and shall be construed in accordance with the laws of the District of Columbia without regard to its conflict of laws principles. Article and Section headings used herein are for convenience only and shall not affect the construction or interpretation of this Agreement. Use of the singular shall include the plural, and vice versa, whenever appropriate to protect the interests of the Bank; the conjunctive shall include the disjunctive, and vice versa, whenever so appropriate, and masculine, feminine, and neuter pronouns shall be considered interchangeable. Specification of any section or subsection herein shall be deemed to include specification of any exhibit or appendix referred to therein. Each party to this Agreement has participated in its drafting, and this Agreement shall be interpreted without reference to any rule of construction providing for interpretation of documents against the Persons drafting them. As used herein, "Person" includes any individual, corporation, trust, partnership, association, or other legal entity, and any government or agency or department or division thereof.

Section 6.2. **Notices.** All notices, certificates or other communications hereunder will be sufficiently given and will be deemed given (a) on the second day following the day on which the

same are mailed by certified or registered mail, postage prepaid, bearing the address of the Bank or the Committee as each is stated herein, whichever is appropriate, or (b) delivered by hand delivery to any officer of the Committee or when sent to the Bank or the Committee by facsimile with receipt confirmed. The Bank and the Committee may, by notice given hereunder, designate any future or different address to which subsequent notices, certificates or other communications shall be sent.

Section 6.3. **Severability.** In the event that any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 6.4. **Counterparts.** Two or more duplicate originals of this Agreement may be signed by the parties, each of which will be an original but all of which together shall constitute one and the same agreement.

Section 6.5. **Costs and Expenses.** The Committee hereby agrees to pay all costs and expenses, including reasonable attorney's fees of the Bank's special counsel and recordation and filing fees or taxes, incident to the preparation and execution of this Agreement and of any other documents issued, prepared or filed in connection herewith, whether or not the Closing Date occurs or any Advance is requested hereunder.

Section 6.6. **Binding Effect; Modification.** This Agreement shall bind and inure to the benefit of the parties, their legal representatives, successors and assigns, except that the Committee may not assign or transfer its rights hereunder or any interests herein without the prior written consent of the Bank. This Agreement and its Exhibits, together with the provisions of the Note and other documents specifically identified herein, constitute the entire agreement between the parties hereto relating to the subject matter hereof, and no amendment or waiver of any provision of this Agreement or the Note nor consent to any departure by the Committee

therefrom shall in any event be effective unless the same shall be in writing and signed by the Bank and the Committee, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 6.7. Committee Member. No officer, member, employee, or agent of the Committee will be individually or personally liable or responsible for the repayment to the Bank of any amount drawn under the Line of Credit or for interest thereon.

Section 6.8. Arbitration; Venue; Service. Any controversy or claim between or among the parties, including but not limited to those arising out of or relating to this Agreement or any agreements or instruments relating hereto or delivered in connection herewith and any claim based on or arising from an alleged tort, shall at the request of any party be determined by arbitration. The arbitration shall be conducted in accordance with the United States Arbitration Act (Title 9, U.S. Code), notwithstanding any choice of law provision in this Agreement, and under the administration of and the Commercial Rules of the American Arbitration Association ("AAA"). The arbitrator(s) shall give effect to statutes of limitation in determining any claim. Any controversy concerning whether an issue is arbitrable shall be determined by the arbitrator(s). Judgment upon the arbitration award may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief. No provision of this Section shall limit the right of any party to exercise self-help remedies such as setoff, foreclosure against or sale of any Collateral, or obtaining provisional or ancillary remedies from a court of competent jurisdiction before, after or during the pendency of any arbitration proceeding. With respect to any matter not submitted to arbitration, the Committee by accepting this Agreement hereby consents to venue and jurisdiction of any local or federal court located

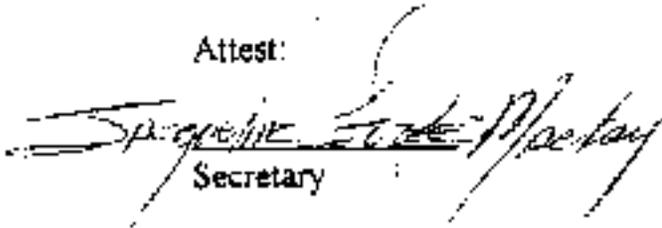
within the District of Columbia. The Committee also waives personal service of any process on the Committee, its officers or registered agents, and consents that such process shall be made by certified mail, return receipt requested, directed to the Committee at the address above, and service so made shall be deemed completed within ten (10) days after it has been mailed. The Committee and the Bank, after receiving the advice of their respective counsel, waive trial by jury in all litigation in any court arising out of this Agreement, the Note, or any other documents executed in connection with this Agreement.

Section 6.9. **Power of Attorney.** The Bank is hereby irrevocably made, constituted and appointed by the Committee as the true and lawful attorney for the Committee to endorse the name of the Committee upon any and all checks, drafts, money orders and other instruments which constitute Collateral hereunder.

Section 6.10. **Relationship of Parties.** The relationship of the Bank and the Committee under or arising in any way out of this Agreement is limited to creditor and secured party, in the case of the Bank, and debtor, in the case of the Committee. The Bank is not undertaking hereunder to provide financial or other advice to the Committee and in no way assumes any fiduciary obligations to the Committee.

IN WITNESS WHEREOF, The parties have caused this Agreement to be duly executed
as of the date stated on the first page hereof.

Attest:

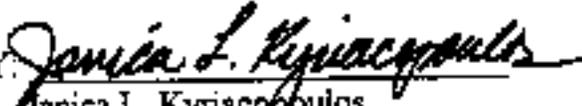

Stephanie L. de Markey
Secretary

DEMOCRATIC CONGRESSIONAL
CAMPAIGN COMMITTEE, INC.

BY:

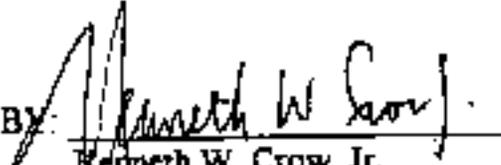

David Plouffe
President and Executive Director

BY:


Janica L. Kyriacopoulos
Treasurer

BANK OF AMERICA, N.A.

BY:


Kenneth W. Crow, Jr.
Senior Vice President

COMMERCIAL NOTE SECURED

\$5,000,000.00

Washington, D.C.
October 5, 2000

FOR VALUE RECEIVED, the undersigned, Democratic Congressional Campaign Committee, Inc. (the "Committee"), a nonprofit District of Columbia corporation with an office and principal place of business in the District of Columbia, promises to pay to the order of Bank of America, N.A. (the "Bank"), at its offices at 730 15th Street, NW, Washington, D.C. 20005-1012, the principal amount of Five Million Dollars (\$5,000,000.00) or the aggregate unpaid principal amount of Advances made by the Bank pursuant to the Agreement, as defined herein. Payments of principal hereunder shall be made to the Bank by the Committee in 12 consecutive equal monthly installments, payable on the last day of each month commencing April 30, 2001, and ending on the maturity date, March 31, 2002, each in the amount of 1/12th of the principal amount outstanding as of March 31, 2001.

Interest shall be paid upon the unpaid principal amount outstanding hereunder at a rate per annum (calculated on the basis of the actual number of days elapsed over a year of 360 days) equal to the rate established by the Bank from time to time as its prime rate (the "Prime Rate"). Each change in the rate of interest hereunder shall be effective as of the opening of business on the effective date of each change in the Prime Rate. Payments of interest shall be made to the Bank, at its offices, on the last day of each month commencing October 31, 2000, and continuing until this Note has been paid in full.

This Note is issued pursuant to a certain Credit and Security Agreement (the "Agreement"), dated as of this date, between the Committee and the Bank, and is entitled to the benefits thereof, including, without limitation, provisions for prepayment, for payment of costs of enforcement, for acceleration upon the occurrence of certain Events of Default, and for security interests, all as stated in the Agreement. The Committee waives presentment, demand, notice of dishonor and notice of protest.

Attest:

DEMOCRATIC CONGRESSIONAL
CAMPAIGN COMMITTEE, INC.

Secretary

BY: _____
David Plouffe
President and Executive Director

BY: _____
Janica L. Kyriacopoulos
Treasurer

**FIRST AMENDMENT TO
CREDIT AND SECURITY AGREEMENT**

This First Amendment ("Amendment") is entered into as of this 30th day of October, 2000, by and between the Democratic Congressional Campaign Committee, Inc. (the "Committee"), and Bank of America, N.A. (the "Bank"), for the purpose of amending that certain Credit and Security Agreement dated October 5, 2000 (the "Agreement"), to which the Committee and the Bank are parties.

Preliminary Statement

Pursuant to the Agreement, the Bank provides a credit facility to the Committee in the amount of \$5,000,000. The Committee now has requested that the Bank increase the maximum permitted combined Net Assets deficit amount.

Now, Therefore, the Bank and the Committee hereby agree that the Agreement is amended and that, except as so amended, the Agreement remains in full force and effect as originally written and previously amended.

1. Section 4.5 is amended in the last sentence thereof by deleting "\$4,500,000" and substituting "\$5,500,000."

3. Capitalized terms not defined herein have the meanings stated in the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

In Witness Whereof, the parties have caused this Amendment to be duly executed as of the date stated in the first sentence hereof.

ATTEST:

DEMOCRATIC CONGRESSIONAL
CAMPAIGN COMMITTEE, INC.

~~Secretary~~
[Handwritten signature]
Secretary

BY: *[Handwritten signature]*
David Plouffe
President and Executive Director

BY: *[Handwritten signature]*
Janica L. Kyriacopoulos
Treasurer

~~NATIONSBANK, N.A.~~ ^{US} BANK OF AMERICA, NA

BY: *[Handwritten signature]*
Kenneth W. Crow, Jr.
Senior Vice President

COMMERCIAL NOTE SECURED

\$5,000,000.00

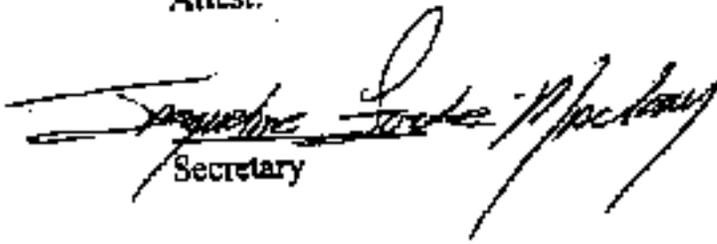
Washington, D.C.
October 5, 2000

FOR VALUE RECEIVED, the undersigned, Democratic Congressional Campaign Committee, Inc. (the "Committee"), a nonprofit District of Columbia corporation with an office and principal place of business in the District of Columbia, promises to pay to the order of Bank of America, N.A. (the "Bank"), at its offices at 730 15th Street, NW, Washington, D.C. 20005-1012, the principal amount of Five Million Dollars (\$5,000,000.00) or the aggregate unpaid principal amount of Advances made by the Bank pursuant to the Agreement, as defined herein. Payments of principal hereunder shall be made to the Bank by the Committee in 12 consecutive equal monthly installments, payable on the last day of each month commencing April 30, 2001, and ending on the maturity date, March 31, 2002, each in the amount of 1/12th of the principal amount outstanding as of March 31, 2001.

Interest shall be paid upon the unpaid principal amount outstanding hereunder at a rate per annum (calculated on the basis of the actual number of days elapsed over a year of 360 days) equal to the rate established by the Bank from time to time as its prime rate (the "Prime Rate"). Each change in the rate of interest hereunder shall be effective as of the opening of business on the effective date of each change in the Prime Rate. Payments of interest shall be made to the Bank, at its offices, on the last day of each month commencing October 31, 2000, and continuing until this Note has been paid in full.

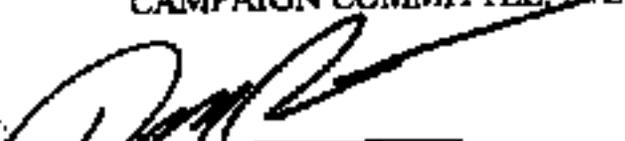
This Note is issued pursuant to a certain Credit and Security Agreement (the "Agreement"), dated as of this date, between the Committee and the Bank, and is entitled to the benefits thereof, including, without limitation, provisions for prepayment, for payment of costs of enforcement, for acceleration upon the occurrence of certain Events of Default, and for security interests, all as stated in the Agreement. The Committee waives presentment, demand, notice of dishonor and notice of protest.

Attest:


Secretary

DEMOCRATIC CONGRESSIONAL
CAMPAIGN COMMITTEE, INC.

BY:


David Plouffe
President and Executive Director

BY:


Janice L. Kyriacopoulos
Treasurer

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		Maturity date (if any):
1. Debtor(s) Name (Last Name First) Democratic Congressional Campaign Committee, Inc.	2. Debtor(s) Complete Address(es) 430 S. Capital Street, S.E. Washington, D.C. 20003	For Filing Officer (Date, Time, and Number)
3. & 4. Secured Party(ies) and Complete Address(es) Bank of America, N.A. 730 15th Street, NW Washington, D.C. 20005-1012	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)	
7. This financing statement covers the following types (or items) of property: (Describe)		
<p>(a) All present and future contributor files of the Debtor in any form, whether now existing or hereafter created, including but not limited to, all lists, books, records and data processing materials in any form (including tapes and disks) constituting, documenting, describing or in any way relating to any or all of the foregoing, whether or not in the possession of the Debtor, which files are or are to be utilized by the Debtor in connection with fundraising through direct mail solicitations;</p> <p>(b) All balances at any time contained in all demand deposit accounts at the Secured Party containing federal or non-federal revenues, into which accounts the Debtor shall deposit all funds from its fundraising efforts;</p> <p>(c) All rights to the receipt of funds constituting federal or non-federal revenues committed or promised or agreed to be paid to the Debtor as a result of its fundraising efforts, including accounts receivable, general intangibles, and instruments evidencing any such rights; and</p> <p>(e) All cash and non-cash proceeds of the foregoing.</p>		
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (Describe Real Estate)		
8a. <input checked="" type="checkbox"/> Proceeds are also covered.	8b. <input type="checkbox"/> Products of collateral are also covered.	No. of additional sheets presented. (1)
9. This statement to be returned after recordation to Secured Party, shown above or to <u>Martin J. Flynn</u> , Esq., Shea & Gardner, 8th Floor, 1800 Massachusetts Ave., NW, Washington, D.C. 20036		
Signature(s) of Debtor(s) DEMOCRATIC CONGRESSIONAL CAMPAIGN COMMITTEE, Inc. BY <u>Janica L. Kyriacopoulos</u> Janica L. Kyriacopoulos Treasurer	Signature(s) of Secured Party(ies) or Assignee(s) BANK OF AMERICA, N.A. BY <u>Kenneth W. Crow, Jr.</u> Kenneth W. Crow, Jr. Senior Vice President	
Type or Print Names Clearly Below Signature.		

Federal Election Commission

**ENVELOPE REPLACEMENT PAGE
FOR INCOMING DOCUMENTS**

The Commission has added this page to the end of this filing to indicate how it was received.

<input checked="" type="checkbox"/> Hand Delivered	Date of Receipt <i>8-29-01</i>
<input type="checkbox"/> First Class Mail	POSTMARKED
<input type="checkbox"/> Registered/Certified Mail	POSTMARKED (R/C)
<input type="checkbox"/> No Postmark	
<input type="checkbox"/> Postmark Illegible	
<input type="checkbox"/> Received from the House office of Records and Registration	Date of Receipt
<input type="checkbox"/> Received from the Senate Office of Public Records	Date of Receipt
<input type="checkbox"/> Other (Specify):	Postmarked and/or Date of Receipt
<input type="checkbox"/> Electronic Filing	
<i>Sei</i> PREPARER	<i>8-29-01</i> DATE PREPARED